



**City Council
Electronic Meeting**

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

**Monday, May 26, 2025
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*

- | | |
|----------------|--|
| CNCL-10 | (1) <i>adopt the minutes of the Regular Council meeting held on May 12, 2025;</i> |
| CNCL-18 | (2) <i>adopt the minutes of the Regular Council meeting for Public Hearings held on May 20, 2025; and</i> |
| CNCL-34 | (3) <i>receive for information the Metro Vancouver 'Board in Brief' dated April 25, 2025.</i> |



AGENDA ADDITIONS & DELETIONS

PRESENTATION

Katie Fenn, Chief Executive Officer, BC Recreation and Parks Association (BCRPA), to present the 2025 BCRPA Parks Excellence Award for the Minoru Park – Lakes District.

COMMITTEE OF THE WHOLE

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

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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.*

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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
- Touchstone Family Association Restorative Justice Contract Renewal 2026 - 2028 And Annual Performance Outcome Evaluation Report
- Endorsement Of UBCM Resolutions – Soil And Other Material Tracking Resolution And ALC Compliance And Enforcement Ticketing Resolution
- Early Council Review Process - Official Community Plan Amendment And Rezoning Application at 13131, 13111, 13031, 12931 and 12771 No. 2 Road
- Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 To Permit The City Of Richmond To Secure Market Rental Units At 3420 Ketcheson Court
- Appointment of Approving Officer
- Traffic Calming Measures Along 6th Avenue

5. *Motion to adopt Items No. 6 through No. 12 by general consent.*



6. **COMMITTEE MINUTES**

That the minutes of:

- CNCL-56 (1) the **Community Safety Committee** meeting held on May 13, 2025;
- CNCL-60 (2) the **General Purposes Committee** meeting held on May 20, 2025;
- (3) the **Planning Committee** meeting held on May 21, 2025; (distributed separately) and
- (4) the **Public Works and Transportation Committee** meeting held on May 21, 2025; (distributed separately)
- be received for information.*



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7. **TOUCHSTONE FAMILY ASSOCIATION RESTORATIVE JUSTICE
CONTRACT RENEWAL 2026 - 2028 AND ANNUAL PERFORMANCE
OUTCOME EVALUATION REPORT**

(File Ref. No. 03-1000-05-069) (REDMS No. 8013059)

CNCL-64

See Page CNCL-64 for full report

COMMUNITY SAFETY COMMITTEE RECOMMENDATION

- (1) *That the contract renewal with Touchstone Family Association for the provision of Restorative Justice for three-years (2026-2028) as outlined in the staff report titled “Touchstone Family Association Restorative Justice Contract Renewal 2026-2028 and Annual Performance Outcome Evaluation Report”, dated April 29, 2025, from the General Manager, Law and Community Safety, be approved;*
- (2) *That the Chief Administrative Officer and the General Manager, Law and Community Safety be authorized to execute the Touchstone Fee for Services Renewal Agreement as described in this report;*
- (3) *That the Touchstone Fee for Services in the amount of \$110, 770 per year for the three-year renewal term be approved and included as part of the 2026 budget process;*
- (4) *That a copy of the staff report and a letter advocating for more funding for the Restorative Justice Program be sent to local Members of the Legislative Assembly and the Attorney General; and*
- (5) *That the staff report be posted on the City’s website.*



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8. **ENDORSEMENT OF UBCM RESOLUTIONS – SOIL AND OTHER MATERIAL TRACKING RESOLUTION AND ALC COMPLIANCE AND ENFORCEMENT TICKETING RESOLUTION**

(File Ref. No. 12-8350-05) (REDMS No. 8015977)

CNCL-101

See Page CNCL-101 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the proposed resolution (Attachment 1) that calls for the Government of British Columbia (the Government) to mandate that all soil and other material to be removed and moved from source and deposit sites covered under Agricultural Land Commission Act (ALC Act) and Regulations within the Province of British Columbia (the Province) be monitored and tracked by individual truckload using appropriate technology to ensure source site soil and other material is taken only to approved sites within the Province, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention; and*
- (2) *That the proposed resolution (Attachment 2) that calls for the Government of British Columbia to give the Agricultural Land Commission (ALC) Compliance and Enforcement staff the authority to ticket property owners and corporations who are responsible for the unauthorized filling of Lands within the Agricultural Land Reserve (ALR) and other issues of non-compliance related to the ALC Act and associated regulations, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention.*



Consent
Agenda
Item

9. **EARLY COUNCIL REVIEW PROCESS - OFFICIAL COMMUNITY PLAN AMENDMENT AND REZONING APPLICATION AT 13131, 13111, 13031, 12931 AND 12771 NO. 2 ROAD**

(File Ref. No. RZ 25-009451) (REDMS No. 8044593)

CNCL-108

See Page CNCL-108 for full report

PLANNING COMMITTEE RECOMMENDATION

That the proposed Official Community Plan (OCP) amendment be considered concurrently with the rezoning application, and that staff work with the applicant to consider the comments provided by Council as part of the comprehensive and technical review of the rezoning application.



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10. **HOUSING AGREEMENT (MARKET RENTAL HOUSING) (3420 KETCHESON COURT) BYLAW NO. 10672 TO PERMIT THE CITY OF RICHMOND TO SECURE MARKET RENTAL UNITS AT 3420 KETCHESON COURT**

(File Ref. No. 08-4057-05) (REDMS No. 8021404)

CNCL-156

See Page CNCL-156 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 18-836123.



Consent
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Item

11. **APPOINTMENT OF APPROVING OFFICER**

(File Ref. No. 01-0172-02) (REDMS No. 8045614)

CNCL-182

See Page CNCL-182 for full report

PLANNING COMMITTEE RECOMMENDATION

That Andrew Norton, Manager, Development – West, be appointed as an Approving Officer in accordance with Section 77 of the Land Title Act.



Consent
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Item

12. **TRAFFIC CALMING MEASURES ALONG 6TH AVENUE**

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

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That staff consult with the neighbors along 6th Avenue regarding traffic calming measures; and*
- (2) *That staff install a Stop sign at the intersection of Regent Street and 6th Avenue.*



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

13. **OFFICIAL COMMUNITY PLAN TARGETED UPDATE – PROPOSED
STRATEGIC POLICY DIRECTIONS**

(File Ref. No. 08-4045-30-08) (REDMS No. 8017551)

RECOMMENDATION to be forwarded from the Special Open General
Purposes Committee meeting.



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

- CNCL-184** Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment **Bylaw No. 10633**
Opposed at 1st/2nd/3rd Readings – None.

☐

- CNCL-216** Housing Agreement (23200 Gilley Road) Bylaw No. 9955, Amendment **Bylaw No. 10646**
Opposed at 1st/2nd/3rd Readings – None.

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- CNCL-245** Housing Agreement (5591, 5631, 5651 and 5671 No 3 Road) Bylaw No. 10057, Amendment **Bylaw No. 10654**
Opposed at 1st/2nd/3rd Readings – None.

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DEVELOPMENT PERMIT PANEL

14. RECOMMENDATION

- CNCL-275** *That the **minutes** of the Development Permit Panel meeting held on April 30 2025, be received for information.*

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

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Jerome Dickey to speak on democracy in Richmond.

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ITEM

16. *Motion to rise and report.*

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ADJOURNMENT

☐



Regular Council

Monday, May 12, 2025

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

- R25/9-1 1. It was moved and seconded
That:
- (1) *the minutes of the Regular Council meeting held on April 28, 2025, be adopted as circulated; and*
 - (2) *the minutes of the Special Council meeting held on May 5, 2025, be adopted as circulated.*

CARRIED



Regular Council
Monday, May 12, 2025

2. APPOINTMENTS TO THE BOARD OF METRO VANCOUVER

R25/9-2

It was moved and seconded

That Councillor Alexa Loo be appointed as the third Director on the Metro Vancouver Board with an allocation of three (3) votes.

The question on the motion was not called as discussion ensued regarding the nominee's credentials and the rationale behind the selection of the nominee. Councillor Carol Day referenced her submission (Copy on file, City Clerk's Office).

The question on the motion was then called and it was **CARRIED** with Cllrs. Day, Gillanders, Heed and Wolfe opposed.

3. NAMING OF STANDING COMMITTEES AND THEIR COMPOSITION BY THE MAYOR

R25/9-3

It was moved and seconded

That Councillor Michael Wolfe be appointed Chair and Councillor Andy Hobbs be appointed Vice-Chair of the Parks, Recreation and Cultural Services Committee.

CARRIED

4. APPOINTMENT OF MEMBERS OF COUNCIL (AND THEIR ALTERNATES) AS THE LIAISONS TO CITY ADVISORY COMMITTEES AND ORGANIZATIONS

R25/9-4

It was moved and seconded

That the following Council liaisons (and where applicable, their alternates) be appointed until November 10, 2025:

(a) Economic Advisory Committee – *Councillor Bill McNulty*

(b) Minoru Centre for Active Living Program Committee – *Councillor Bill McNulty*



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- (c) Vancouver Coastal Health/Richmond Health Services Local Governance Liaison Group – *Councillor Kash Heed*

CARRIED

5. APPOINTMENT OF MEMBERS OF COUNCIL AS LIAISONS TO COMMUNITY ASSOCIATIONS

R25/9-5

It was moved and seconded

That Councillor Carol Day be appointed as the Council Liaison to the Thompson Community Association until November 10, 2025.

CARRIED

6. APPOINTMENT OF MEMBERS OF COUNCIL AS THE LIAISONS TO VARIOUS CITY BOARDS

R25/9-6

It was moved and seconded

That the following Council liaisons (and where applicable, their alternates) be appointed until November 10, 2025:

(a) Museum Society Board – *Councillor Andy Hobbs*

(b) Richmond Public Library Board - *Councillor Michael Wolfe and Councillor Alexa Loo (alternate).*

CARRIED

7. APPOINTMENT OF MEMBERS OF COUNCIL AS LIAISONS TO VARIOUS SOCIETIES/COMPANIES

R25/9-7

It was moved and seconded

That Councillor Andy Hobbs be appointed as the Council liaison to the Gulf of Georgia Cannery Society until November 10, 2025.

CARRIED



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Monday, May 12, 2025**

COMMITTEE OF THE WHOLE

- R25/9-8 8. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on agenda items (7:20 p.m.).

CARRIED

9. Delegations from the floor on Agenda items
Item No. 12 - Receipt of Committee minutes
Jerome Dickey spoke to the receipt of Committee minutes.

- R25/9-9 10. It was moved and seconded
That Committee rise and report (7:24 p.m.).

CARRIED

CONSENT AGENDA

- R25/9-10 11. It was moved and seconded
That Items No. 12 through No. 16 be adopted by general consent.

CARRIED

12. COMMITTEE MINUTES

That the minutes of:

- (1) the Parks, Recreation and Cultural Services Committee meeting held on April 29, 2025;*
 - (2) the General Purposes Committee meeting held on May 5, 2025; and*
 - (3) the Finance Committee meeting held on May 5, 2025;*
- be received for information.*

ADOPTED ON CONSENT



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13. RECREATION AND SPORT STRATEGY PROGRESS UPDATE 2022-2024

(File Ref. No. 01-0370-20-003) (REDMS No. 7969764, 8013749)

- (1) *That the achievements document, Recreation and Sport Strategy Progress Update 2022- 2024, Attachment 1, in the staff report titled "Recreation and Sport Strategy 2022-2024", dated April 7, 2025, from the Director, Recreation and Sport Services, be posted on the City website and circulated to key community partners including Richmond School District No. 38, Vancouver Coastal Health, Community Recreation Associations and Societies, and Richmond Sports Council for their information; and*
- (2) *That a copy of this report be distributed to local Members of Parliament and local Members of the Legislative Assembly to share with others in their respective parties.*

ADOPTED ON CONSENT

Council gave direction to staff to include the Canadian Tire Jump Start program and any other relevant programs in the Recreation and Sport Strategy Progress Update 2022-2024 staff report.

14. STEVESTON COMMUNITY CENTRE AND LIBRARY INTERIOR ARTWORK CONCEPT PROPOSAL

(File Ref. No. 11-7000-09-20-334) (REDMS No. 7990702, 8005246, 8005253)

That the concept proposal for the Steveston Community Centre and Library Interior Artwork, as presented in the staff report titled "Steveston Community Centre and Library Interior Artwork Concept Proposal", dated April 7, 2025, from the Director, Arts, Culture and Heritage Services, be approved.

ADOPTED ON CONSENT



**Regular Council
Monday, May 12, 2025**

**15. HOUSING AGREEMENT AMENDMENT APPLICATIONS TO
UPDATE LOW-END MARKET RENTAL RENTS IN THREE
DEVELOPMENTS**

(File Ref. No. 12-8060-20-010633; 12-8060-20-010646; 12-8060-20-010654; 08-4057-05) (REDMS
No. 8013584, 8015801, 8015840, 8019119, 8003529, 8034051)

- (1) *That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10633 be introduced and given first, second, and third readings;*
- (2) *That Housing Agreement (23200 Gilley Road) Bylaw No. 9955, Amendment Bylaw No. 10646 be introduced and given first, second, and third readings; and*
- (3) *That Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057, Amendment Bylaw No. 10654 be introduced and given first, second, and third readings.*

ADOPTED ON CONSENT

16. 2024 CONSOLIDATED FINANCIAL STATEMENTS

(File Ref. No. 03-1200-02) (REDMS No. 8021882)

That the 2024 City of Richmond Consolidated Financial Statements as presented in Attachment 2 be approved.

ADOPTED ON CONSENT

NON-CONSENT AGENDA ITEMS

**PARKS, RECREATION AND CULTURAL SERVICES
COMMITTEE**

Councillor Chak Au, Chair

17. RAILWAY GREENWAY LIGHTING – 2025 UPDATE

(File Ref. No. 06-2400-20-RAIL1) (REDMS No. 7980422, 8012120, 8014859)

R25/9-11

It was moved and seconded



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That Option 1, “Hybrid of Standard and Solar Pedestrian Lighting”, as outlined in the report titled “Railway Greenway Lighting – 2025 Update”, dated April 7, 2025, from the Director, Parks Services, be endorsed.

The question on the motion was not called as discussion ensued with respect to (i) prioritizing solar pedestrian lighting over standard lighting, (ii) ease of implementation, reduced site impact, and environmental benefits of solar lighting, (iii) consideration of wildlife and neighbor impacts when choosing lighting, and (iv) the estimated costs associated with implementing an entirely solar lighting approach.

In response to queries from Council, staff advised that (i) seven priority lighting areas were identified as the darkest, (ii) a hybrid approach is recommended to mitigate risks, (iii) accurate costs will be determined through the detailed design and construction cost estimates, (iv) solar pedestrian lights are adaptable and can be retrofitted and replaced with standard pedestrian lighting if found unviable, (v) implementation of solar pedestrian lighting would require minimal site work, standard pedestrian lighting would be a significant expense as it requires trenching, and (vi) the detailed design phase will include assessment and mitigation of light impacts on wildlife and adjacent neighbors.

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

R25/9-12

It was moved and seconded

That staff investigate and report back on the feasibility of a solar lighting only option, including its functionality, costs, potential for phased implementation, advantages and disadvantages, and the estimated cost of retrofitting should the solar option prove unviable.

The question on the referral motion was not called as in response to Council, staff advised that they will bring forward a report for Council consideration prior to August 2025.

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



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BYLAWS FOR ADOPTION

R25/9-13

It was moved and seconded

That the following bylaws be adopted:

Annual Property Tax Rates (2025) Bylaw No. 10653; and

Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10433.

CARRIED

With the implementation of Bylaw No. 10573 (SSMUH) Bylaw, Bylaw No. 10433 is now rezoning from RS2/A to RSM/S zone.

ADJOURNMENT

R25/9-14

It was moved and seconded

That the meeting adjourn (8:09 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, May 12, 2025.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)



**Regular Council meeting for Public Hearings
Tuesday, May 20, 2025**

Place: Anderson Room
Richmond City Hall

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

Claudia Jesson, Corporate Officer

Call to Order: Mayor Brodie opened the proceedings at 5:30 p.m.

1. **TEMPORARY USE PERMIT (TU 25-008196)**
(Location: 8620 and 8660 Beckwith Road; Applicant: The City of Richmond)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

None.

PH25/3-1 It was moved and seconded
***To allow a Temporary Commercial Use Permit for the properties at 8620
and 8660 Beckwith Road, to permit a "Parking, non-accessory" use.***

CARRIED



**Regular Council meeting for Public Hearings
Tuesday, May 20, 2025**

**2. OFFICIAL COMMUNITY PLAN BYLAW 9000, AMENDMENT
BYLAWS 10655 AND 10663 AND RICHMOND ZONING BYLAW
8500, AMENDMENT BYLAW 10656 (RZ 23-033712)**

(Location: 9000 No. 3 Road; Applicant: Panatch Group)

Staff provided a memorandum on table with a corrected version of Schedule 1 to Attachment 8 of the report titled “Application by Panatch Group for Rezoning at 9000 No. 3 Road from the “Gas & Service Stations (CG1)” Zone to the “Commercial Mixed Use (ZMU61) – No. 3 Road and Francis Road (Broadmoor)” Zone”, for Council’s consideration (attached to and forming part of these minutes as Schedule 1).

Applicant’s Comments:

In response to queries from Council, Kush Panatch, Panatch Group, noted (i) a Statutory Right of Way (SRW) was discovered along the eastern property line when the property was surveyed, and (ii) research found the developer of the neighbouring property to the east had planted trees within the SRW at the time of construction of their development, which was unknown by the property owners of that development until recently when they were informed the trees are required to be removed due to the SRW.

Written Submissions:

Andrey Gayday (Schedule 2)

Rigel Pascual (Schedule 3)

Chris Jensen (Schedule 4)

Submissions from the floor:

Chris Jensen spoke to his written submission (Schedule 4), as a homeowner at 8080 Francis Road and direct neighbour to the subject site, outlining his objection and concerns regarding the proposed development.

In response to queries from Council, Mr. Jensen noted (i) the SRW has been a surprise to everyone that lives along the area, not just the trees, but the stretch of yard as well, and (ii) Rideau Neighbourhood Park is the closest neighbourhood park, but not always reasonable to walk there due to health concerns; having a yard is preferred.



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Staff advised (i) a portion of the site noted as the greenspace is located on the subject property, (ii) the speaker also mentions the *BC Land Title Act, Section 36*, which refers to a city having received an application or a declaration from the Supreme Court to identify those areas as an encroachment, of which the City has not received any such request nor declaration from the Supreme Court, (iii) there are 11 bylaw size trees proposed for removal within the SRW area or adjacent to, as well as within the building envelope, and the required excavation for the parking structure that would also be required, (iv) the applicant had indicated at this time they can plant approximately 10 new trees on site, and through the Development Permit process staff can work with the applicant to examine if more trees can be planted on the property, (v) with respect to drainage, perimeter drainage will be addressed through the Building Permit application process where all properties are required to install perimeter drainage to ensure they are maintaining and managing their on-site storm water, (vi) shadowing on the east adjacent property is limited to the evening hours and late afternoon hours, (vii) with respect to the SRW itself, no encroachment is permitted into the SRW area, which is approximately three metres wide, however a fence can be installed within the SRW area, (viii) parking on the south side of Francis Road is located east of the subject property frontage, not within the frontage of this property and would not be excluded as part of the servicing works at this time, (ix) with respect to the consultation process, as part of the rezoning application, early notification is sent to area residents living within 100 metres of the subject property, as well as the signages installed on the property, (x) the applicant held a meeting with the strata of 8080 Francis Road and the strata of the nearby property to the south to make them aware of the development proposal and to discuss the application, and (xi) infrastructure capacity and the submitted traffic study has been reviewed by the City.

In response to queries from Council, staff advised (i) three trees are being retained in total, one is a City tree and two are considered neighbouring trees, (ii) the SRW area has a total width of six metres, divided equally between the subject property and the neighbouring property, (ii) a fence can be built within the SRW on the common property line, (iii) grass can be installed in the SRW area along with some small shrubs and other types of greenery that would be reviewed through the Development Permit process itself, and (iv) the proposed building massing has been pushed as far to the west and north towards the corner in order to reduce any shadowing impacts to the neighbouring properties.



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- PH25/3-2 It was moved and seconded
That Official Community Plan Bylaw 9000, Amendment Bylaw 10655 be given second and third readings.
The question on the motion was not called as a brief discussion ensued noting (i) the proposed development will provide rental units and retail space, (iii) a loss of trees as a result of the SRW, and (iv) encouragement of the applicant to work with the residents of the 8080 Francis Road townhouse complex, to consider potential landscaping options for the SRW green space.
The question on the motion was then called and it was **CARRIED.**
- PH25/3-3 It was moved and seconded
That Official Community Plan Bylaw 9000, Amendment Bylaw 10663 be given second and third readings.
CARRIED
- PH25/3-4 It was moved and seconded
That Official Community Plan Bylaw 9000, Amendment Bylaw 10663 be adopted.
CARRIED
- PH25/3-5 It was moved and seconded
That Richmond Zoning Bylaw 8500, Amendment Bylaw 10656 be given second and third readings.
CARRIED

3. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10665**
(Location: City Wide; Applicant: City of Richmond)
Applicant's Comments:
The applicant was available to respond to queries.
Written Submissions:
None.
Submissions from the floor:
None.



**Regular Council meeting for Public Hearings
Tuesday, May 20, 2025**

PH25/3-6 It was moved and seconded
*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10665 be amended
to correct the reference to section 5.2.1 to a reference to section 5.20.1.*
CARRIED

PH25/3-7 It was moved and seconded
*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10665 be given
second and third readings.*
CARRIED

ADJOURNMENT

PH25/3-8 It was moved and seconded
That the meeting adjourn (6:17 p.m.).
CARRIED

Certified a true and correct copy of the
Minutes of the Regular meeting for Public
Hearings of the City of Richmond held on
Tuesday, May 20, 2025.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)

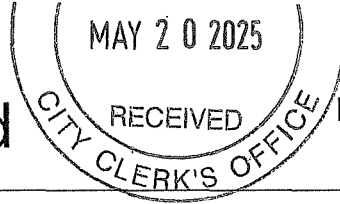
Schedule 1 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 20, 2025.

ON TABLE ITEM

Date: May 20, 2025
Meeting: Public Hearing
Item: Item #2



**City of
Richmond**



Memorandum
Planning and Development Division
Development Applications

To: Mayor and Councillors

Date: May 20, 2025

From: Joshua Reis
Director, Development

File: RZ 23-033712

**Re: Public Hearing Item 2 – 9000 No. 3 Road
Revised Schedule 1 to Attachment 8**

It has been noted that Schedule 1 to Attachment 8 of the Report entitled "Application by Panatch Group for Rezoning at 9000 No. 3 Road from the "Gas & Service Stations (CG1)" Zone to the "Commercial Mixed Use (ZMU61) – No. 3 Road and Francis Road (Broadmoor) Zone" identified as Item 2 on the May 20th Public Hearing agenda is missing 2 pages.

Please find attached the corrected version of Schedule 1 for your reference. City Council should consider second and third readings of the proposed bylaws with the corrected version of Schedule 1.


Joshua Reis
Director, Development

JR:cl
Att. 1

PHOTOCOPIED

MAY 20 2025

CNCL - 23
& DISTRICTED

 Richmond

Sanitary Sewer Works:

7. At the applicant's cost, the applicant is required to:
 - a) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
 - b) Not install any permanent structures or trees within the existing SRW for the sanitary sewer.
8. At the applicant's cost, the City will:
 - a) Complete all tie-ins for the proposed works to existing City infrastructure.
 - b) Remove existing sanitary connection and cap at MH.
 - c) Install new connection c/w chamber within the existing SRW at furthest SE corner of the East property line and tie into main.

Street Lighting

9. At the applicant's cost, the applicant is required to review street lighting levels along all road frontages, and upgrade as required.

General Items Including Transportation Infrastructure:

10. At the applicant's cost, the applicant is required to complete the following frontage improvements:
 - a) Construct the following along the site's Francis Road frontage:
 - i. From north to south along the subject site's full frontage along Francis Road:
 - New curb and gutter to be aligned with existing curb and gutter line;
 - 2.0 m wide grassed boulevard;
 - 2.85 m wide sidewalk.
 - ii. Transition sidewalk to meet existing conditions east of the subject site. Transitions shall include reverse curve designs.
 - iii. Remove and dispose all existing driveways. Construct one new driveway close to the subject site's east property line. Driveway shall be constructed with a center dividing median to enforce right-in/right-out movement.
 - iv. Above-grade utilities, including power poles, street lights, hydrants and above-grade kiosks shall be relocated to be clear of the new sidewalk and future roadway as designed through the ultimate road functional plan, unless specifically permitted by the Director of Transportation.
 - v. Signage and pavement modifications to reflect changes to on-street parking and lane merging resulting from the proposed driveway installation.
 - b) Construct the following along the subject site's No. 3 Road frontage:
 - i. From west to east along the site's full No. 3 Road frontage:
 - New curb and gutter to be aligned with existing curb and gutter line;
 - 1.1 m grassed or treed boulevard / utility strip;
 - 2.85 m wide sidewalk.
 - ii. Transition sidewalk to meet existing conditions south of the subject site.
 - iii. Remove and dispose all existing driveways. Construct one new driveway close to the subject site's south property line. Driveway shall be constructed with a centre dividing median to enforce right-in/right-out movement.
 - iv. Above-grade utilities, including power poles, street lights, hydrants and above-grade kiosks shall be relocated to be clear of the new sidewalk and roadway, unless specifically permitted by the Director of Transportation.
 - c) Construct intersection upgrades at the southeast corner of Francis Road and No. 3 Road, including:
 - i. Provision of a new traffic signal cabinet located on the subject property along the No. 3 Road frontage within a new minimum 1.8 m by 1.6 m SRW to be registered on title. The location and design of infrastructure within the SRWs shall be included within the SA design review process.
 - ii. Provision of a new UPS battery backup system cabinet located on the subject property along the Francis Road frontage within a new minimum 2.0 m by 1.6 m SRW to be registered on title. The location and design of infrastructure within the SRWs shall be included within the SA design review process.

submission confirming that they have coordinated with civil engineer(s) of any adjacent project(s) and that the SA 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:

- Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
- Pipe sizes, material and slopes.
- Location of manholes and fire hydrants.
- Road grades, high points and low points.
- Alignment of ultimate and interim curbs.
- Proposed street lights design.

- k) Enter into, if required, additional legal agreements, as determined through the subject development's SA(s) and/or Development Permit(s), and/or BP(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.

ON TABLE ITEM

Date: May 20, 2025
Meeting: Public Hearing
Item: 2

Schedule 2 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 20, 2025.

From: agayday1 <agayday1@yandex.ru>
Sent: May 17, 2025 8:38 AM
To: CityClerk
Subject: Re : Questions for Public Hearing held on May 20, 2025(Tue) at 5:30pm at Council Chambers 1/F, Richmond City Hall

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Waiting for Response

You don't often get email from agayday1@yandex.ru. [Learn why this is important](#)

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

Dear Director,

I am a resident of 14-7871 Francis Road, Richmond, BC. I received a Notice of Public Hearing letter from the City of Richmond regarding the proposed development of a new 5-storey mixed-use building with 64 rental housing units at 9000 No. 3 Road.

Unfortunately, I am unable to attend the Public Hearing either in person or remotely via teleconference. Nonetheless, I would like to express my concerns regarding the scale of the project and the potential impact on local traffic and road safety.

In particular, I would like to inquire whether the City plans to install a dedicated left-turn traffic signal (green arrow) at the intersection of Francis Road and No. 3 Road. Given the anticipated increase in traffic due to the development, such a measure seems essential to ensure safe and efficient traffic flow at this already busy intersection.

Thank you for your attention to this matter. I would appreciate receiving a response or update regarding traffic signal improvements at this location.

Sincerely,
Andrey Gayday
14-7871 Francis Road
Richmond, BC

--
Sent from Yandex Mail for mobile

PHOTOCOPIED
MAY 20 2025
& DISTRIBUTED



ON TABLE ITEM

Date: May 20, 2025
Meeting: Public Hearing
Item: 2

Schedule 3 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 20, 2025.

From: Rigel Pascual <rigelpascual@gmail.com>
Sent: May 16, 2025 2:11 PM
To: CityClerk
Subject: Support for Proposed Rental Building at 9000 No. 3 Rd
Follow Up Flag: Follow up
Flag Status: Flagged



You don't often get email from rigelpascual@gmail.com. [Learn why this is important](#)

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

Dear Mayor and Council,

My name is Rigel, and I'm a native of Richmond. I'm writing to express my support for the proposed rental housing development at 9000 No. 3 Road.

As someone who has grown up in Steveston, Richmond has always been home. But in recent years, I've been forced to leave and rent elsewhere. Rising housing costs and a lack of affordable rental options have made it incredibly difficult for young adults like me—who want to build a future here—to stay. The proposed development at 9000 No. 3 Road offers a glimmer of hope for people in my position.

Adding more rental housing is essential to help people like me remain in the community where we've built our lives. With home ownership becoming more and more out of reach, purpose-built rental buildings provide critical alternatives for young professionals, newcomers, and families who still want to live and work in Richmond. Without more rental stock, people like me are being pushed out—and that's not the future I want for our city.

I'm also excited about the inclusion of small-scale retail space in this development. Supporting local businesses and integrating services into residential areas helps make neighborhoods more livable, walkable, and connected. Having shops and amenities within walking distance is not only more convenient—it also helps reduce dependence on cars, something I and many of my peers value greatly.

Finally, the fact that this is a mixed-use development makes it even more important. Projects like this help create vibrant, complete communities by bringing homes, businesses, and services together in one place. They encourage interaction, support street-level activity and safety, and make more efficient use of land—all things Richmond needs as it continues to grow.

I urge you to support this proposal. Approving developments like 9000 No. 3 Road is an important step toward building a more inclusive, accessible, and sustainable Richmond—one where people like me can afford to stay and contribute to the community we care about.

Sincerely,
Rigel Pascual

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MAY 20 2025

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ON TABLE ITEM

Date: May 20, 2025
Meeting: Public Hearing
Item: 2

Schedule 4 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 20, 2025.

Chris Jensen
7-8080 Francis Rd
Richmond, BC, V6Y1A4
JensenCD@gmail.com
778-989-9206

May 20, 2025

Re: City of Richmond - Public Hearing 9000 No 3 Rd Development

To Whom It May Concern,

I am writing to formally object to the proposed five-storey mixed-use development at 9000 No. 3 Road, which is directly adjacent to my home. As a resident and parent of young children, I am deeply concerned about the significant negative impacts this development will have on our family and our neighbours within the BCS2125 strata at 8080 Francis Road. I have listed our main concerns below:

1. Loss of Greenspace and Common Property
 - a. This area of greenspace plays a vital role in our community, providing not only a natural habitat for local wildlife but also a valuable recreational and environmental resource for residents. The removal of this green area could have serious consequences for biodiversity, stormwater management, and air quality, as well as for the physical and mental well-being of those who live nearby.
 - I. The common greenspace at Units 8-11 will be reduced by approximately 10 ft x 10 ft at each unit
 - II. The common greenspace at Unit 7 will be reduced in half, a removal of 10 ft x 57 ft of greenspace
 - III. 8080 Francis has maintained this greenspace since 2006, almost 20 years
2. Encroachment on adjoining land
 - a. Has Section 36 of the British Columbia Property Law Act been reviewed?
 - i. If yes, do the residents of 8080 Francis Rd have rights to the property or financial compensation?
 - ii. If no, I would like to formally request that this be reviewed



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MAY 20 2025

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Section 36 of the British Columbia Property Law Act:

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96377_01#section36

Encroachment on adjoining land

36 (1) For the purposes of this section, "owner" includes a person with an interest in, or right to possession of land.

(2) If, on the survey of land, it is found that a building on it encroaches on adjoining land, or a fence has been improperly located so as to enclose adjoining land, the Supreme Court may on application

(a) declare that the owner of the land has for the period the court determines and on making the compensation to the owner of the adjoining land that the court determines, an easement on the land encroached on or enclosed,

(b) vest title to the land encroached on or enclosed in the owner of the land encroaching or enclosing, on making the compensation that the court determines, or

(c) order the owner to remove the encroachment or the fence so that it no longer encroaches on or encloses any part of the adjoining land.

3. Removal of Trees

- a. The mature trees currently on the site provide essential environmental, aesthetic, and social value to our neighborhood. Their removal would represent a significant loss to the local ecosystem and to the character of the area. These trees contribute to air purification, noise reduction, carbon absorption, and stormwater management, while also offering shade, privacy, and beauty
 - i. Trees of more than approximately 50' in height will be cut down.
 - ii. Birds and other animals live and nest in these trees
- b. Removal of trees may cause drainage issues.
 - i. Has a study or hydrological review been completed regarding the drainage once the trees are removed?
- c. Has the Tree Protection Bylaw 8057 been followed?
 - i. Including but not limited to
 - 1. Tree Removal on Sites Involved in the Rezoning Process (TREE-06)
 - 2. Replacement Tree Guideline (TREE-10)
- d. The Tree Protection Bylaw 8057 Section 4.3 (d) states that replacement trees do not need to be planted on the site of proposed development and that the developer can pay for the replacement trees

which will be planted at a location to be determined by the City of Richmond.

- i. We are concerned that this is an affordable loophole for a developer to not have to replace trees on a proposed building site.
- ii. Due to the density of this project and according to the plans, it seems clear that the East property line of 9000 No 3 Rd will lose 6 trees with none being put in to replace them.

4. Building Design

- a. There are no existing five-storey buildings in the immediate vicinity, making this development an outlier in terms of scale and density.
- b. The proposed project is inconsistent with the character of the neighborhood and sets a concerning precedent for future developments.

5. Natural Light Impacted

- a. The loss of natural sunlight will directly affect our family's quality of life, increase our heating needs during the colder months, and potentially reduce our property value.
- b. Sunlight is not only essential for the health and well-being of my family but also plays a vital role in the usability and enjoyment of our outdoor space. Reduced access to daylight would significantly alter how we live in and experience our home
- c. Have any sunlight/shadow assessments been completed?

6. SRW 46820

- a. If this development is permitted to proceed as currently proposed, it may violate the terms of the SRW, compromise access for essential services, and potentially expose the city and the developers to legal liabilities or challenges. It also raises significant fairness concerns for surrounding property owners who have respected these legal designations on their own land.
- b. I respectfully urge the planning authority to conduct a thorough legal and technical review of this aspect of the proposal and ensure that no development is permitted on SRW land.

7. Privacy and Security

- a. The increased density and the presence of commercial spaces will lead to more foot traffic and activity near our home, further compromising our family's sense of security and comfort.

- b. I have already raised concerns with the City of Richmond about the initially proposed height of the fence between the development and our complex as it was initially planned at under 4 ft high. That poses significant security concerns for my family. This was addressed by the City in a timely manner, but I am concerned other similar issues may be missed by myself or other residents in the area.

8. Parking on Francis Rd

- a. Currently, there is room to park only five cars along the south side of Francis Road immediately east of the proposed development. According to page 3 of the architectural plans, version 2.0, a total of 77 parking spots are required. However, the developers have only proposed to provide 52 spots—almost one third less than what is mandated. This shortfall will inevitably lead to substantial parking congestion.
- b. Many existing residents on Francis Road already rely on parking along Rideau Gate, and with the proposed development adding further demand, the situation will only worsen. To make matters more complicated, one resident of Rideau Gate is known to regularly call the city to request ticketing of vehicles parked near the front of their property. This is already a source of tension and is likely to increase when more vehicles are forced onto Rideau Gate

9. Traffic

- a. Traffic along No 3 Rd is well known to be a problem. Adding significant traffic to this area is dangerous.
- b. Traffic heading East out of 8988 No 3 Rd is often in danger of being hit by east bound traffic on Francis. Adding an entrance point on the South side of Francis directly across from the entrance on 8988 may cause an increased risk for accidents
- c. Have traffic studies been completed?
- d. Will the traffic or light patterns change?

10. Land Value

- a. The construction of a five-storey building in a predominantly single-family residential area will likely decrease the value of nearby homes. The visual impact of such a large structure, coupled with the associated noise and traffic, will make the neighborhood less desirable for potential buyers.

11. Lack of Community Engagement

- a. Residents in our complex and nearby homes were not adequately informed or consulted about the scope and impact of this development.
- b. Such a significant project, especially one that directly affects our shared environments and daily lives, should involve transparent dialogue with affected communities

12. Public Process Accountability

- a. Was a formal community consultation or town hall conducted?
 - i. If so, were concerns raised by residents taken into account in the current design?
 - ii. If not, why was a formal consultation process bypassed?

13. Overburdened Local Services

- a. The influx of new residents will place additional pressure on local schools, parks, garbage collection, emergency services, and public infrastructure. Our neighborhood schools are already nearing or at capacity, and increased density will exacerbate this issue.
- b. Has the city performed an infrastructure capacity assessment to ensure the area can support this level of increased density without compromising quality of life for existing residents?

When my wife and I purchased our home, one of the main reasons we chose this property was the adjacent greenspace. We saw it as the perfect setting to raise a family, and since moving in, we have been blessed with two children.

Over the years, this space has become an essential part of our lives. It is where our children first crawled, learned to walk, and now spend countless hours playing, exploring, and growing—physically, emotionally, and socially.

The proposed development, which would take away half of this space, is deeply distressing to us as a family. Beyond the obvious loss of greenspace, we are concerned about the profound impact this will have on our mental health and emotional well-being.

Access to greenspace is a well-documented factor in promoting psychological health. It reduces stress, encourages physical activity, and fosters stronger family bonds. For our children, this space is not just a yard—it is a vital outlet for creativity, play, and development.

For us as parents, it offers a sense of peace and stability in an increasingly demanding world. The potential loss of this space introduces not just logistical

challenges but emotional strain—disrupting routines, limiting outdoor activity, and eroding a core source of comfort and connection.

We respectfully urge you to reconsider or seek alternative options to this development. This development proposal, as it stands, disregards the principles of balanced urban planning. It compromises livability, safety, and fairness for those of us who have built our lives here. We ask that the city fulfill its duty to protect community well-being, ensure equitable development practices, and prioritize long-term sustainability over short-term expansion.

Thank you for your consideration.

Chris Jensen

For Metro Vancouver meetings in April, 2025

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@metrovanancouver.org.

Metro Vancouver Regional District Special Meeting April 9, 2025

B1 2026 Budget and 2026-2030 Financial Plan Incorporating Potential Cost Savings for Consideration APPROVED

On November 1, 2024, the Board directed staff to report back with potential operational savings by department to be considered as input in the 2026 Budget and 2026-2030 Financial Plan to address concerns around regional affordability and financial sustainability. The Board met three times in the first quarter of 2025 to review and finalize external contributions, and scope and service levels for the MVRD functions. This report identifies potential costs savings by department for all four legal entities. The framework and methodology used to complete the identification of potential cost savings by department was reviewed and confirmed by KPMG and aligns to leading practices for cost savings.

The potential cost savings over the four years of the current Five-Year Financial Plan are as follows:

- **2026-2029 Potential Operating Costs Savings of \$364M; an average of \$91M/year:**
 - \$32M Reductions
 - \$36M Adjusted Workplans
 - \$143M Resource Optimization & Efficiencies
 - \$153M Reduced Debt Servicing Costs
- **2026-2029 Potential Capital Expenditure Net Reductions of \$1.1B over the next 4 years:**
 - \$799M Liquid Waste Services
 - \$249M Water Services
 - \$83M in Solid Waste Services
 - No change in Regional Parks
 - \$17M increase in Metro Vancouver Housing (funded through grants)

Staff have found efficiencies, for example, a reduction in consulting and business support costs, a transition of more work in-house and by adjusting capital projects timing. In addition, the potential operating cost savings include adjustments in the timing of capital delivery to better align to the current challenges, such as market capacity, permitting, engagement, and overall complexity. The reduction in capital program drives significant savings in debt servicing and overall resourcing to deliver the plan.

The current 2025-2029 Five-Year Financial Plan was endorsed by the Board on November 1, 2024 and proposed an annual increase to the average household by 5% each year. As a result of the potential costs savings, the proposed 2026-2030 Five-Year Financial Plan estimates annual increases to the average household as follows:

- 2026 HHI increase 2.5%
- 2027 HHI increase 3.0%
- 2028-2030 HHI increase of 5% per year.

The Board directed staff to prepare the 2026 budget and the 2026-2030 Financial Plan based on the proposed cost savings and reduced household impact targets.

Metro Vancouver Regional District April 25, 2025

E1.1 Housing 2050: Regional Housing Needs Report

RECEIVED

This report provides the Task 1 deliverable for *Housing 2050: A Roadmap to Implement Metro 2050's Housing Goal*, the Regional Housing Needs Report, and an overview of upcoming project milestones.

Metro Vancouver provides ongoing data assistance to member jurisdictions to prepare Housing Needs Reports (HNR), including, in 2024, preparing HNR calculations using the Province's HNR Method.

The Regional HNR is inclusive of all 23 member jurisdictions and highlights regional housing needs:

1. Overall annual housing completions need to increase from the current average of 23,424 completions per year to an average of 37,757 completions per year.
2. Increasing average annual affordable housing completions from the current 433 per year to the needed 11,400 requires sustained investment and support from all levels of government.
3. More purpose - built rental is needed to meet the needs of renters and provide meaningful security of tenure. Most new rental housing is in the secondary rental market (rented condominiums, secondary suites, laneway homes).

Each member jurisdiction's individual HNR is the best resource to understand local housing needs.

The Board received this report for information.

E1.2 Metro Vancouver Housing Data Book 2025

APPROVED

The *Metro Vancouver Housing Data Book* summarizes a large collection of regional and municipal level data from a variety of sources – including custom data requests from Statistics Canada, CMHC, and BC Housing. It provides policy makers, researchers, and members of the public with a comprehensive look at the region's housing market and the people impacted by it. The 2025 update includes new information about housing construction, ownership and rental housing, as well as housing need. Highlights from the 2025 update include:

1. Over the past decade, housing starts have increased by 35 per cent and completions have increased by 48 per cent.
2. Between 2023 and 2024, housing completions increased by 23 per cent, while housing starts decreased by 15 per cent.
3. Rental construction continues to be at a 20 - year peak, with 37 per cent of all starts and 31 per cent of all completions being purpose-built rentals.
4. In 2024, rental vacancy rates increased to 1.6 per cent, from a low of 0.9 per cent in 2022 and 2023. However, current vacancy rates are still well below the three per cent that is considered a healthy vacancy rate.

5. Annual rent (same sample) increased by 4.5 per cent between 2023 and 2024.
6. In 2024, the average rent for purpose - built rentals in Metro Vancouver was \$1,929, and \$2,541 for rental condominiums.
7. The number of BC Housing non - market units increased by nearly three per cent since 2023, to a total of 47,798 units in 2024. This represents about four per cent of all dwellings across the region (based on 2021 Census data).
8. In 2024, 21,502 households were on the BC Housing Registry, which represents a 14 per cent increase from the previous year.

The Board received this report for information and requested that copies of the Metro Vancouver Housing Data Book be sent to member jurisdictions.

E1.3 Metro Vancouver Inclusionary Housing Calculator

APPROVED

The Inclusionary Housing Policy Review project was completed in 2024 to provide a regional model for inclusionary housing in Metro Vancouver. It puts forward recommendations for member jurisdictions wishing to adopt inclusionary housing policies. As a part of the scope of work for this project, Metro Vancouver has developed an interactive learning tool to support greater understanding about the mechanics of inclusionary housing and factors for success.

Inclusionary housing is a local government policy tool that uses planning regulations and the development approval process to generate a percentage of affordable housing units in otherwise market-rate housing developments. With the introduction of provincial legislation to enable inclusionary zoning authority for BC local governments, it is expected that more local governments will use this tool to increase affordable rental supply in their communities.

The Metro Vancouver Inclusionary Housing Calculator is a web-based and interactive tool that allows the user to explore different development scenarios and modify numerous variables to explore levers that make an inclusionary housing project feasible. It is based on the data collection and economic analysis that underpinned the Metro Vancouver Inclusionary Housing Policy Review and Regional Policy Framework. The tool will be distributed to member jurisdiction staff.

The Board received this report for information and directed staff to send the report to all member jurisdictions with an offer to present to staff and/or Council.

E1.4 Rental Housing Blueprint: Digitally Accelerated Standardized Housing (DASH) Recommendations

APPROVED

The Rental Housing Blueprint project was initiated to streamline and expedite multi-family rental housing delivery through standardization, simplification, and modern construction methods. The project has two main streams; 1) standardized regulatory approaches, and 2) vetted reference designs for six-story rental buildings. 11 member jurisdictions participated in co-creating a standardized regulatory approach, which is intended as a set of voluntary recommendations to support regulatory simplification and standardization. Concurrently, reference designs for six-story rental buildings are being produced by a multi-agency team, including Metro Vancouver and BC Housing. As part of the Rental Housing Blueprint project, Metro Vancouver is also exploring opportunities to test these approaches through demonstration pilot projects on two Metro Vancouver Housing sites.

This report provides an overview of the Digitally Accelerated Standardized Housing (DASH) Recommendations, which are the Phase 1 deliverable from the Rental Housing Blueprint project. The DASH Recommendations for simplifications and standardization of zoning regulations use simplified measures such as maximum height, minimum setbacks and maximum unit depth values to control building bulk and sitting. The approach seeks to eliminate complex calculations and variation between jurisdictions, which can be barriers to standardization. As a result, the use of Floor Area Ratio (FAR)/Floor Space Ratio (FSR) and lot coverage are not recommended. Instead, the Recommendations opt for an objective approach based on precedents in other leading jurisdictions, and the overall project objectives.

The Board received this report for information and approved forwarding this report to member jurisdiction with an offer to present to staff and/or Council.

E2.1 Land Use Resilience Best Practice Guide: Flooding and Related Hazards – Proposed Scope of Work

RECEIVED

This report outlines the proposed scope of work to develop a Land Use Resilience Best Practice Guide for flooding and related hazards. This Guide is intended as the first in a series of resource guides to support member jurisdictions increase their resilience to various natural hazards. Flooding and related hazards (e.g., landslides) were selected as a priority topic given the increase and intensity of these events in the region in recent years. Each member jurisdiction has unique challenges and may experience different types of flooding and impacts. Exploring flooding at the regional scale is important because impacts can be felt across jurisdictional boundaries. The Guide will provide best practices and a range of policy options that can be applied by members based on their unique local context.

Members of the Regional Planning and Regional Engineers Advisory Subcommittees expressed strong support for the Guide, confirmed that flooding is a priority focus area, and noted that the guide would assist members to deliver their duties for flood management at the local level.

The Board received this report for information.

**E2.2 2025 Regional District Sustainability Innovation Fund Application:
Regional-Scale Hazard, Risk, and Vulnerability Analysis**

APPROVED

This report presents the Regional-Scale Hazard, Risk, and Vulnerability Analysis (HRVA) project recommended for funding through the Regional District Sustainability Innovation Fund, totaling \$500,000 over two years. The proposed HRVA project involves leading and coordinating a regional-scale risk assessment specific to the Metro Vancouver region. Given the unique challenges of the region and the interface of hazardous areas across jurisdictional boundaries there is a critical need for coordination on hazard and risk work. A regional HRVA approach would benefit member jurisdictions, Metro Vancouver, and other regional partners and support an efficient and effective response to new legislative risk assessment requirements from the Province. New legislation will result in all 23 member jurisdictions completing individual risk assessments and undertaking engagement with project partners within a similar timeframe; Metro Vancouver is well positioned to provide regional data and analysis and play a coordinating role to save member jurisdictions time and money.

A regional HRVA would deliver a robust understanding of hazards, risks, and vulnerabilities specific to the region and strategies to address them, a coordinated regional resilience network to convene partners, and critical information to support land use planning, climate action, and emergency management efforts.

The Board approved funding for the Regional-Scale Hazard, Risk, and Vulnerability Analysis (HRVA) project.

E2.3 Appointment of Enforcement Officer

APPROVED

Recent changes in staffing have resulted in a need to update a staff appointment as Metro Vancouver Regional District (MVRD) Board-designated officer under the *Greater Vancouver Regional District Air Quality Management Bylaw 1082, 2008*, the *Environmental Management Act*. Staffing changes are a result of recruitment for a vacant position following a retirement. Staff recommend that the MVRD Board appoint staff accordingly.

The Board approved the appointment of the enforcement officers.

E2.4 Analyzing Thermal Energy Opportunities Across Metro Vancouver

RECEIVED

This report outlines a project to evaluate opportunities for thermal energy networks (TENs) for efficiently heating and cooling buildings in the region and supporting energy resilience. TENs are an evolution of district energy systems that use zero-emissions energy such as waste heat instead of fossil fuel. The study takes a regional approach that enables economies of scale, cross-municipal opportunities and shared learning, and will support members in more detailed studies and policies for TENs in their jurisdictions. Staff from at least 10 municipalities have indicated interest in being involved via an advisory committee and/or engagement activities. Supported with funding from BC Hydro and the Zero Emissions Innovation Centre, the study supports Metro Vancouver's goals to beneficially use recovered energy and advances actions in various strategic plans. Input provided on the project scope by the Air Quality and Climate Committee and MVRD Board will be incorporated.

The Board received this report for information.

E3.1 2025/2026 CanExport Community Investments Grant Award

RECEIVED

Invest Vancouver has secured \$272,925 in grant funding from the CanExport Community Investments Program for fiscal year 2025/2026 to support foreign direct investment (FDI) attraction strategies for the Metro Vancouver region. The CanExport Community Investments Program is a federal government initiative that provides financial support to communities aiming to attract, retain, and expand FDI. The program provides non-repayable grants for projects and activities, covering up to 50 per cent of eligible expenses. The funds will support nine projects and travel for the purpose of attracting FDI, to be completed between April 1, 2025 to March 31, 2026.

The Board received this report for information.

E3.2 Invest Vancouver Marketing and Communications Update

RECEIVED

Invest Vancouver continues to enhance its digital presence and regional collaborations to strengthen the Metro Vancouver region's global competitiveness. In 2024, Invest Vancouver expanded its "owned" digital channels, including LinkedIn, the Invest Vancouver website, and its newsletter, achieving significant growth. Despite a reduction in social media post frequency, impressions and engagements increased, demonstrating improved efficiency. Website traffic also increased with new investment-focused content added to investvancouver.ca. Additionally, the newsletter maintained a strong readership, outperforming industry benchmarks. Invest Vancouver also continued to build on its media strategy to reach new audiences through local news outlets.

Alongside digital marketing and media, Invest Vancouver engaged in 15 regional collaborations, working with industry associations, community groups, and stakeholders to support economic development initiatives. These efforts served to strengthen and support key industry hubs, build capacity, and enhance global connectivity, reinforcing Metro Vancouver's position as a competitive investment destination.

The Board received this report for information.

E3.3 Cleantech Report

RECEIVED

Invest Vancouver completed research analysis on the Metro Vancouver region's Cleantech ecosystem. The *Catalyzing Investment in Cleantech Innovation in the Metro Vancouver Region* report identifies the competitive strengths, specializations, capabilities and ecosystem assets on the region's Cleantech sector. The Metro Vancouver region is recognized as a leading hub for Cleantech innovation, supported by its research universities, more than 30 incubators and accelerators, and over 260 enterprises. The sector is defined by robust early-stage funding, a strong community of founders, Canada's highest per capita start-up rate, a high concentration of skilled personnel, and a growing collection of companies.

The Metro Vancouver region's Cleantech sector provides substantial economic benefits to the region, including employment for tens of thousands of residents according to Natural Resources Canada. From 2019 to 2024, local Cleantech firms raised \$2.2 billion, and ventures such as Ballard Power Systems and Svante have earned international recognition for developing globally significant Cleantech solutions.

Unlocking further growth opportunities will drive greater economic gains. Increasing currently low late-stage investments and adding local pilot opportunities will help firms scale. Stronger coordination among stakeholders and building a Cleantech cluster could accelerate growth, broaden the pool of investment-ready companies, create jobs, and attract more foreign direct investment (FDI). The research report provides intelligence on the Cleantech sector to better inform and guide decision-makers and ecosystem partners in strengthening the sector. The findings will also be used to generate materials for Cleantech investment attraction and promotion.

The Board received this report for information.

E4.1 2024 Annual Financial Results and Audited Financial Statements

APPROVED

This report presents the draft Audited 2024 Financial Statements, which received a unqualified ("clean") audit opinion by the auditors KPMG LLP, prepared in accordance with Canadian Public Sector Accounting Standards ("PSAS"). The statements are currently in draft and will be finalized upon approval by the Board on April 25, 2025.

The Financial Results for the year ended December 31, 2024, are a net operating surplus of \$22.0 million, 1.8% of the total \$1.2 billion operating budget, of which \$8.1M was a planned budgeted surplus in housing to fund capital maintenance, resulting in a net year end variance to budget of \$13.9M. Net year end surplus to budget were in Solid Waste, \$0.6 million, Liquid Waste, \$3.1 million, Housing, \$6.5 million, and Regional District, \$7.2 million, largely due to staff vacancies, less than planned debt or capital financing, and underspends in some maintenance programs. This was offset by a year-end deficit in Water, \$3.5 million, due to lower than anticipated water sales.

Year-end capital expenditures were \$884.3 million in 2024, representing 62% of the total \$1.4 billion cash expenditure target. Significant work has progressed on several projects and the majority of the underspend is related to timing due to market realities and project complexities when delivering multi-year major infrastructure, such as the Coquitlam Water Main, Annacis WWTP, North Shore WWTP, Northwest Langley WWTP and Iona Island WWTP.

The Board received the report for information and approved the 2024 audited financial statements.

E4.2 Response to the MVRD Board’s January 31, 2025 Resolution regarding: Cost Apportionment for Wastewater Treatment Plant Projects, Regional Projections and DCC Collections and Application **RECEIVED**

This report responds to the January 31, 2025 MVRD Board resolution requesting additional information on: cost components and allocation of the Iona Island and North Shore Wastewater Treatment Plant projects; assumptions and data for population, dwelling unit and employment projections; and an accounting of DCC revenues by sewerage area for the past two decades.

The Board received this report for information.

E4.3 Proposed Criteria for Water Development Cost Charge Reduction and Parks Development Cost Charge Waiver Bylaws for Agricultural Development Designed to Result in a Low Environmental Impact **APPROVED**

In February 2025, the Finance Committee and GVWD/GVS&DD/MVRD Board directed staff to advance work to propose a Development Cost Charge (DCC) Reduction Bylaw for agriculture developments designed to result in a low environmental impact. This work was identified as a priority to resolve unintended consequences of Metro Vancouver’s new water and regional parks DCCs on the agricultural sector. Metro Vancouver is committed to resolving these issues over the short-and long-term. This will be addressed in the interim through Water DCC Reduction and Parks DCC Waiver Bylaws for agriculture developments designed to result in low environmental impact, and over the long-term through the 2027 DCC Bylaw update that will create subcategories for non-residential, including a specific category for agricultural development based on further data analysis.

This report provides an overview of considerations and proposes a definition, criteria, and reduced rates for a Water DCC Reduction Bylaw and Parks DCC Waiver Bylaw. Should an agricultural development applicant meet the definition and eligibility criteria to demonstrate the proposed development is designed to result in a low environmental impact, a 98% reduction from current Water DCC rate of \$5.30/sf and a complete waiver of the Parks DCC \$0.24/sf is recommended. The total number of agricultural developments is quite low; over the past 5 years, the number of building permits related to agricultural development ranged from 0 – 24 per year across the region, and based on feedback from the agriculture sector, under current DCC rates without a reduction, no applications would move forward as they would not be financially viable. If supported by the Finance Committee and Boards, staff will return with the relevant DCC Reduction and Waiver Bylaws for endorsement in Spring 2025.

The Board directed staff to develop a parks DCC waiver bylaw.

E4.4 Finance Committee Manager's Report

RECEIVED

The Board received this report for information.

E5.1 Engineers and Geoscientists (EGBC) Initial Compliance Audit Results

RECEIVED

The BC *Professional Governance Act* (PGA) came into effect on February 5, 2021. The Act provides a consolidated framework for professional regulators in the natural and built environment, which includes Engineers and Geoscientists BC and the regulators for forestry, agrology, biology and applied science.

As a result of the PGA, Engineers and Geoscientists BC (EGBC) started regulating firms that engage in the practice of professional engineering or geoscience on July 1, 2021. Metro Vancouver is one of the largest public sector engineering and geoscience firms in BC with over 400 EGBC Registrants and this resulted in significant changes for the organization. Metro Vancouver leveraged organization-wide efforts to comply with BC's PGA to improve organizational quality management and continuous improvement across the organization.

As a regulating body, EGBC conducts compliance audits of registrant firms to assess overall compliance with regulatory requirements of the *Professional Governance Act*, Engineers and Geoscientists Regulations, and EGBC Bylaws. Metro Vancouver was audited in January this year and successfully passed the audit with a compliance rating of 94 per cent. The success of the audit was attributed to the collaborative effort of Metro Vancouver staff.

The Board received this report for information.

E5.2 Adoption of Revised Meeting Minutes for February 28, 2025

APPROVED

At its regular meeting of February 28, 2025, the MVRD Board considered item G1.2 – Metro 2050 Amendment Bylaw to Strengthen Climate Action Policy Language. A motion to give three readings to *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1408, 2025* required a two-third majority to pass. The motion to give three readings to MVRD Bylaw No. 1408 received 79 votes in favour and 60 votes in opposition. This motion was incorrectly noted as carried in the February 28, 2025 minutes. The minutes were adopted at the March 28, 2025 regular meeting of the MVRD Board.

This error has been corrected in the revised minutes provided. All resolutions related to readings and adoptions of *MVRD Regional Growth Strategy Bylaw No. 1339, 2022* and all amending bylaws have been reviewed and confirmed to have passed with no errors.

Staff recommend rescinding the adoption of the minutes of its regular meeting held on February 28, 2025, and adopting the revised minutes of its regular meeting held on February 28, 2025 as attached to the report dated April 11, 2025, titled “Adoption of Revised Meeting Minutes for February 28, 2025”.

The Board rescinded the adoption of minutes and adopted the revised minutes of February 28, 2025.

E5.3 TransLink’s 2025 Investment Plan and Borrowing Limit

APPROVED

TransLink is required to consult with the MVRD Board prior to the approval of an Investment Plan. The 2025 Investment Plan is intended to reduce TransLink’s structural funding deficit while delivering key early investments from the *Access for Everyone Plan*. It includes significant bus investments (five percent service expansion, extension of the R2 RapidBus, and design work for three Bus Rapid Transit Corridors), a renewal of local government cost-share funding for active transportation, and increased funding for the Major Road Network. It proposes increases to property taxes, transit fares and off-street parking sales taxes to support regional transportation investments. TransLink also proposes an increase to its borrowing limit from \$8.5 billion to \$10.7 billion to support these investments. The next Investment Plan, planned for 2027, is anticipated to fully close TransLink’s structural funding deficit.

The proposed 2025 Investment Plan aligns with *Metro 2050*’s policy actions and the Board’s support is recommended.

The Board supported TransLink’s proposed 2025 Investment Plan and approved sending correspondence noting that the investment Plan aligns with *Metro 2050*.

G1.1 MVRD Regional Parks Regulation Bylaw No. 1420, 2025

APPROVED

The Regional Parks Regulation Bylaw sets out prohibitions and a system for permitted use designed to regulate park visitor behaviour and activities.

This report brings forward for MVRD Board’s consideration, a new *Metro Vancouver Regional District Board Regional Parks Regulation Bylaw, No. 1420, 2025* to repeal and replace the existing *Metro Vancouver Regional District Regional Parks Regulation Bylaw, No. 1177, 2012* (MVRD Bylaw 1177, 2012).

The new *Metro Vancouver Regional District Board Regional Parks Regulation Bylaw, No. 1420, 2025* (Regional Parks Regulation Bylaw) will achieve a number of objectives, including:

- provide greater clarity by reorganization of the bylaw under new headings, and in a consistent fashion as other MVRD bylaws;
- reduce redundancies, and facilitate improved interpretation through the use of plain language;
- introduce a number of new definitions to promote better application;
- ensure greater alignment with Provincial legislation;

- imbed bylaw language related to homelessness, and temporary sheltering;
- ensure powers provided to RCMP and local police are captured in bylaw language;
- address emerging activities including the use of e-bikes, e-scooters; and
- establish campground rules in the bylaw so they can be more effectively enforced at Edgewater Bar, Derby Reach Regional Park.

The Board gave first, second, third readings to and adopted *MVRD Regional Parks Regulation Bylaw No. 1420, 2025*.

G1.2 MVRD Notice of Bylaw Violation Enforcement and Dispute Adjudication Amendment Bylaw No. 1417, 2025

APPROVED

A range of tools, including notices of bylaw violation and municipal tickets, can be used to encourage compliance with Metro Vancouver Regional District's bylaws. The *Greater Vancouver Regional District Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw No. 1117, 2010* (GVRD Bylaw No. 1117, 2010) allows contraventions to be addressed through a Notice of Bylaw Violation (NBV) where an initial enforcement measure is needed.

Regional Parks is recommending that Schedule A of GVRD Bylaw No. 1117, 2010 be replaced to align with the new *Metro Vancouver Regional District Regional Parks Regulation Bylaw No. 1420, 2025* (MVRD Bylaw No. 1420, 2025), should the MVRD Board approve its repeal and replacement.

A job title change for one authorized Screening Officer is recommended. Administrative changes to Schedule A are required to ensure that the sections of the new MVRD Bylaw No. 1420, 2025 are cited accurately in GVRD Bylaw No. 1117, 2010. Additional changes include the introduction of new authorized words or expressions to describe illegal public behaviours, with new penalties for each, as well as amended penalties for some existing authorized words or expressions.

The Board gave first, second, third readings to and adopted *MVRD Notice of Bylaw Violation Enforcement and Dispute Adjudication Amendment Bylaw No. 1417, 2025*.

G1.3 MVRD Ticket Information Utilization Amendment Bylaw No. 1416, 2025

APPROVED

This is a proposed amendment to *Greater Vancouver Regional District Ticket Information Utilization Bylaw No. 1050, 2006* (GVRD Bylaw 1050, 2006) that follows the proposed repeal and replace of *Metro Vancouver Regional District Regional Parks Regulation Bylaw No. 1177, 2012* with the *Metro Vancouver Regional District Regional Parks Regulation Bylaw No. 1420, 2025* (Parks Regulation Bylaw). If the latter bylaw is approved, both the *Greater Vancouver Regional District Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw No. 1117, 2010* (GVRD Bylaw 1117, 2010) and the GVRD Bylaw 1050, 2006 will require amendments to their respective “designated contraventions” or “designated offences” to reflect the new organization and updated content of the new Parks Regulation Bylaw.

Regional Parks is recommending that Schedule B of GVRD Bylaw 1050, 2006 be updated and replaced to align all designated offences and fines listed in the schedule with the appropriate section numbers in the proposed new Parks Regulation Bylaw, should the MVRD Board approve the repeal and replacement of the *Metro Vancouver Regional District Regional Parks Regulation Bylaw No. 1177, 2012*.

Additional proposed changes include the designation, by authorized words or expressions, of offences that describe illegal public behaviours, with new fines for each, as well as amended fines for some existing authorized words or expressions.

The Board gave first, second, third readings to and adopted *MVRD Ticket Information Utilization Amendment Bylaw No. 1416, 2025*.

G1.4 MVRD Consumption of Liquor in Regional Parks Amendment Bylaw No. 1415, 2025

APPROVED

On February 28, 2025, the MVRD Board approved the extension of a pilot program that would permit public alcohol consumption in designated areas of six regional parks from Friday, May 16, 2025 to Monday, October 13, 2025 during park hours.

The Province of British Columbia has jurisdiction over possession and consumption of liquor. The *Liquor Control and Licensing Act* makes it unlawful for people to possess open liquor or consume liquor in a number of places, including parks, that are not private places; however, the province has delegated authority to regional districts and other local governments to, by bylaw, designate public places where liquor may be consumed, and it has prescribed how this must be done.

This bylaw amendment enables the extension of the MVRD Board-approved pilot program to permit alcohol consumption in six regional parks in 2025 and ensures continued compliance with the Province of British Columbia’s requirements.

The Board gave first, second, third readings to and adopted *MVRD Consumption of Liquor in Regional Parks Amendment Bylaw No. 1415, 2025*.

G2.1 MVRD Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw Amendment Bylaw No. 1410, 2025 **APPROVED**

Metro Vancouver can use a range of tools to promote compliance with its air quality bylaws. The *Greater Vancouver Regional District Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw No. 1117, 2010* (GVRD Bylaw No. 1117, 2010) allows designated contraventions to be addressed through a notice of bylaw violation as an enforcement measure for infractions. This report proposes amendments to *GVRD Bylaw No. 1117, 2010* to update the contraventions of *GVRD Air Quality Management Bylaw No. 1082, 2008* (GVRD Bylaw No. 1082, 2008), designated in Schedule B of *GVRD Bylaw No. 1117, 2010*, to make it possible to use notices of bylaw violation as an additional tool to deal with contraventions of pollution prevention orders and pollution abatement orders. Notices of bylaw violation use a simple, cost-effective process to take initial enforcement action for designated minor bylaw infractions.

The Board gave first, second, third readings to and adopted *MVRD Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw Amendment Bylaw No. 1410, 2025*.

H1 Notice of Motion **POSTPONED**

The following Notice of Motion was submitted by Director West on January 31, 2025:

That the MVRD Board direct staff and/or request the Chair, where applicable, to give effect to the following:

- 1) *propose changes to the remuneration bylaw to:*
 - a) *reduce the Metro Vancouver meeting stipend by 50%.*
 - b) *eliminate any additional stipend for meetings longer than 4 hours.*
 - c) *create a total limit on Director remuneration.*
 - d) *eliminate regional median-based automatic adjustments to meeting per diem and Chair/Vice Chair remuneration.*
 - e) *eliminate additional meeting stipends payable to Chair/Vice Chair.*
 - f) *consider alternatives to meeting stipend model of remuneration and any further changes as desired by the board.*
- 2) *reduce the total number of Metro Vancouver committees by a minimum of 50%.*
- 3) *reduce the total number of Metro Vancouver meetings for which a stipend is paid by a minimum of 50% from 2024 totals.*
- 4) *initiate a full-scale, external core service review of the Metro Vancouver Regional District, the Greater Vancouver Sewerage & Drainage District, the Greater Vancouver Water District and the Metro Vancouver Housing Corporation with a mandate to identify savings, efficiencies and reductions by examining all departments and service areas, staffing levels, use of contracted services and consultants and any other areas as identified by the board, as well as reviewing Metro Vancouver's role as a regulator, identifying areas of duplicatory or overlapping municipal, regional, provincial and federal regulation and delegated authorities from the provincial and federal governments which may be uploaded back.*

The Board postponed consideration of this notice of motion until the board governance review has been completed.

I 1 Committee Information Items and Delegation Summaries

The Board received one delegation summary from one standing committee.

Regional Planning Committee – April 3, 2025

C1 Glyn Lewis, Renewal Development
Metro Vancouver’s Demolition Crisis: A Call for Change

The Board received three information items from three committees.

Regional Planning Committee – April 3, 2025

E5 Housing 2050: A Roadmap to Implement Metro 2050’s Housing Goal – Engagement Approach

This report outlines the engagement approach to support the development of *Housing 2050: A Roadmap to Implement Metro 2050’s Housing Goal (Housing 2050)*. The objectives for this engagement are to hear from those who have a role in advancing the region’s affordable housing, and to collect input to inform the recommendations in *Housing 2050*. The engagement program will focus on hearing input from member jurisdictions, First Nations, other governments, and organizations working in the affordable housing sector. Engagement is scheduled to occur between January and November 2025 and align with key milestones in the technical work plan. Staff intend to return to the Regional Planning Committee by the end of 2025 with a proposed draft of *Housing 2050*, including a summary of the engagement.

Indigenous Relations Committee – April 17, 2025

E1 Quarterly Update Report on Reconciliation Activities

This update report provides a summary of reconciliation events and activities undertaken by Metro Vancouver since the last Committee meeting on February 13, 2025, as well as information on upcoming events and activities over the next three months.

Finance Committee – April 17, 2025

E1 Metro Vancouver Regional District Audit Findings Report for the Year Ended December 31, 2024

The 2024 financial statements received an unqualified (“clean”) audit opinion by the external auditors, KPMG Canada LLP Chartered Professional Accountants (“KPMG”) and will be finalized upon approval by the Board on April 25, 2025.

Under provincial legislation, an external audit must be undertaken annually for the Metro Vancouver Regional District (MVRD), Greater Vancouver Water District (GVWD), Greater Vancouver Sewerage and Drainage District (GVS&DD) and the Metro Vancouver Housing Corporation (MVHC).

The attached report, prepared by KPMG summarizes the results of the 2024 annual audit. The Board appointed KPMG as the external auditors for the MVRD, GVWD, GVS&DD, and MVHC in July 2024, for a period of five years. Fiscal year 2024 is the first year of that five-year period.

The audit has been conducted using Canadian generally accepted auditing standards. Three new accounting standards (Revenue, Public Private Partnerships and Purchased Intangibles) were implemented in 2024, having minimal impacts on the 2024 financial results.

Metro Vancouver Housing Corporation

E1.1 2024 Annual Financial Results and Audited Financial Statements

APPROVED

This report presents the draft Audited 2024 Financial Statements, which received a unqualified (“clean”) audit opinion by the auditors KPMG LLP, prepared in accordance with Canadian Public Sector Accounting Standards (“PSAS”). The statements are currently in draft and will be finalized upon approval by the Board on April 25, 2025.

The Financial Results for the year ended December 31, 2024, are a net operating surplus of \$22.0 million, 1.8% of the total \$1.2 billion operating budget, of which \$8.1M was a planned budgeted surplus in housing to fund capital maintenance, resulting in a net year end variance to budget of \$13.9M. Net year end surplus to budget were in Solid Waste, \$0.6 million, Liquid Waste, \$3.1 million, Housing, \$6.5 million, and Regional District, \$7.2 million, largely due to staff vacancies, less than planned debt or capital financing, and underspends in some maintenance programs. This was offset by a year-end deficit in Water, \$3.5 million, due to lower than anticipated water sales.

Year-end capital expenditures were \$884.3 million in 2024, representing 62% of the total \$1.4 billion cash expenditure target. Significant work has progressed on several projects and the majority of the underspend is related to timing due to market realities and project complexities when delivering multi-year major infrastructure, such as the Coquitlam Water Main, Annacis WWTP, North Shore WWTP, Northwest Langley WWTP and Iona Island WWTP.

The Board approved the 2024 audited financial statements.

Greater Vancouver Water District

E1.1 Award of ITT 24-148 for Construction of Annacis Main No. 5 South – Contract 4A APPROVED
From River Road and Millar Road to 117B Street and 96th Avenue

B&B Contracting (2012) Ltd.'s (B&B) tender was identified as the lowest cost compliant bid, and on that basis it is recommended that the GVWD Board award ITT 24-148 to B&B. B&B has a successful track record of working with the GVWD on similar projects.

The Annacis Main No. 5 – Phase 4A project includes the installation of approximately 1.3 km of 1800 mm diameter steel pipe and is required to meet the region's growing water demand.

ITT 24-148 was issued on November 22, 2024 to seven pre-qualified tenderers and the procurement was executed in accordance with the terms and conditions of Metro Vancouver's Procurement Policy. ITT 24-148 evaluation team have considered the tenders received and, on that basis, recommend that the GVWD award ITT 24-148 to B&B.

The Board approved the award of contract.

E1.2 GVWD 2024 Water Quality Annual Report

RECEIVED

All of the water quality parameters monitored by Metro Vancouver for the regional drinking water supply met the B.C. provincial water quality regulations and the federal *Guidelines for Canadian Drinking Water Quality* (GCDWQ) with the exception of turbidity at the unfiltered Coquitlam source. The elevated turbidity was a consequence of a major atmospheric river event in October 2024 resulting in intensive rainfall. The multiple protection barriers helped to maintain high-quality drinking water for the region.

The Greater Vancouver Water District (GVWD) 2024 Water Quality Annual Report is required under the provincial *Drinking Water Protection Regulation* (DWPR), and Metro Vancouver's *Drinking Water Management Plan* (DWMP). The annual report summarizes the analysis of approximately 169,000 tests conducted on samples collected from the GVWD source reservoirs, water treatment plants, and transmission system, as well as microbiological water quality testing of member jurisdictions' systems supplied by the GVWD.

The Board received this report for information.

E2.1 2024 Annual Financial Results and Audited Financial Statements

APPROVED

This report presents the draft Audited 2024 Financial Statements, which received a unqualified (“clean”) audit opinion by the auditors KPMG LLP, prepared in accordance with Canadian Public Sector Accounting Standards (“PSAS”). The statements are currently in draft and will be finalized upon approval by the Board on April 25, 2025.

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The Board approved the 2024 audited financial statements.

E2.2 Proposed Criteria for Water Development Cost Charge Reduction and Parks Development Cost Charge Waiver Bylaws for Agricultural Development Designed to Result in a Low Environmental Impact

APPROVED

In February 2025, the Finance Committee and GVWD/GVS&DD/MVRD Board directed staff to advance work to propose a Development Cost Charge (DCC) Reduction Bylaw for agriculture developments designed to result in a low environmental impact. This work was identified as a priority to resolve unintended consequences of Metro Vancouver’s new water and regional parks DCCs on the agricultural sector. Metro Vancouver is committed to resolving these issues over the short- and long-term. This will be addressed in the interim through Water DCC Reduction and Parks DCC Waiver Bylaws for agriculture developments designed to result in low environmental impact, and over the long-term through the 2027 DCC Bylaw update that will create subcategories for non-residential, including a specific category for agricultural development based on further data analysis.

This report provides an overview of considerations and proposes a definition, criteria, and reduced rates for a Water DCC Reduction Bylaw and Parks DCC Waiver Bylaw. Should an agricultural development applicant meet the definition and eligibility criteria to demonstrate the proposed development is designed to result in a low environmental impact, a 98% reduction from current Water DCC rate of \$5.30/sf and a complete waiver of the Parks DCC \$0.24/sf is recommended. The total number of agricultural developments is quite low; over the past 5 years, the number of building permits related to agricultural development ranged from 0 – 24 per year across the region, and based on feedback from the agriculture sector, under current DCC rates without a reduction, no applications would move forward as they would not be financially viable. If supported by the Finance Committee and Boards, staff will return with the relevant DCC Reduction and Waiver Bylaws for endorsement in Spring 2025.

The Board directed staff to develop a water DCC reduction bylaw.

I 1 Committee Information Items and Delegation Summaries

The Board received two information items from one standing committee.

Water Committee – April 16, 2025

E2 GVWD Water Supply System 2024 Annual Update

The *GVWD Water Supply System 2024 Annual Update (Report)*, summarizes key initiatives undertaken by the Greater Vancouver Water District, operating under the name Metro Vancouver, to continue providing an uninterrupted supply of high-quality drinking water to the region. This report follows the Ministry of Health's (Ministry) guidance outlined in its *Guide for Communicating with Water Users*. It also promotes public awareness of the drinking water program, one of the six elements of Health Canada's Multi-Barrier Approach to Safe Drinking Water.

It takes a tremendous amount of effort to ensure the continued and uninterrupted delivery of billions of litres of high - quality drinking water to over 3 million residents and businesses that call this region home. In 2024, Metro Vancouver ensured the reliable delivery of drinking water through infrastructure upgrades, risk mitigation, seasonal operating strategies, and conservation efforts. Key initiatives included water quality sampling, emergency preparedness, and major capital projects to enhance system resilience and support regional growth.

E4 Drinking Water Conservation Plan: 2025 Communications and Public Outreach

Metro Vancouver’s annual water conservation communications educates residents on the value of drinking water and prompts behaviour change to reduce overall demand. Metro Vancouver began communicating about the Stage 1 water restrictions that come into effect on May 1, beginning the week of March 24. Promotional materials are distributed to member jurisdictions to support public education and enforcement programs. In addition to education, consistent enforcement of the water restrictions across the region is essential to ensure compliance. Enforcement of the restrictions, though local bylaws, is a responsibility of the member jurisdictions.

Within the context of an increasing population combined with unpredictable weather impacts related to climate change, the “It’s All Drinking Water” campaign encourages mindful water use to ensure that drinking water is available all season long for where it’s needed most: drinking, cooking, and cleaning.

Greater Vancouver Sewerage and Drainage District

E1.1 Appointment of Enforcement Officer

APPROVED

Recent changes in staffing have resulted in a need to update a staff appointment as Greater Vancouver Sewerage and Drainage District (GVS&DD) Board-designated officer under the *Greater Vancouver Sewerage and Drainage District Municipal Solid Waste and Recyclable Material Regulatory Bylaw No. 181, 1996* and the *Environmental Management Act*. Staffing changes are a result of recruitment for a vacant position following a retirement. Staff recommend that the GVS&DD Board appoint staff accordingly.

The Board appointed the enforcement officers.

E2.1 2024 Annual Financial Results and Audited Financial Statements

APPROVED

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The Board approved the 2024 audited financial statements.

**G1.1 GVS&DD Notice of Bylaw Violation Enforcement and Dispute Adjudication
Amendment Bylaw No. 387, 2025 (Tipping Fee Bylaw Provisions)**

APPROVED

Notice of bylaw violation bylaws allow for administrative penalties of up to \$500 for bylaw contraventions, and establish independent adjudication processes. MVRD and member jurisdictions have had the ability to issue notices of bylaw violation for many years. GVS&DD and GVWD received the bylaw notice authority in 2023. Notice of bylaw violation provisions are now in place for GVS&DD's liquid waste bylaws and its solid waste facility licensing bylaw. This report proposes amending the existing *Greater Vancouver Sewerage and Drainage District Notice of Bylaw Violation Enforcement and Dispute Adjudication Bylaw No. 378, 2024* to designate contraventions of the generator levy provisions of the *Greater Vancouver Sewerage and Drainage Tipping Fee and Solid Waste Disposal Bylaw No. 379* as being eligible to be dealt with by notice of bylaw violation.

Metro Vancouver engaged interested parties including members of the waste and recycling industry on the proposed amendments, and received one response in support and one response not in support.

The Board gave first, second, and third readings to and adopted *GVS&DD Notice of Bylaw Violation Enforcement and Dispute Adjudication Amendment Bylaw No. 387, 2025*.

I 1 Committee Information Items and Delegation Summaries

The Board received three information items from one standing committee.

Zero Waste Committee – April 3, 2025

E2 Single-Use Plastics Reduction Actions

At its February 6, 2025 meeting the Zero Waste Committee requested information on Metro Vancouver's work to reduce single-use plastics. Metro Vancouver and member jurisdictions have been working collaboratively with other levels of government, industry, non-profits, and academia to address single-use plastic waste for almost a decade. As a result, the per-capita disposal of single-use items in Metro Vancouver has decreased to below 2018 benchmark levels, despite an increase after the pandemic.

While BC is a leader in plastic waste reduction, there is more collaborative work to be done. Current efforts to reduce single-use plastics are focused on encouraging behavior change, supporting business compliance with recent province-wide regulations, and increasing reuse at events, stadiums, and campuses.

Staff continue to monitor emerging trends and review ideas collected as part of the solid waste management plan update process to inform future work.

E3 2025 Textiles Waste Reduction Campaign Update

Textiles make up 6.5 per cent of the region's garbage by weight, taking up valuable landfill space. The textiles waste reduction campaign, which has run since 2018, is being updated in 2025. Noting that 66% of survey respondents said they would be likely to repair their clothes, but only 28% currently do, the campaign will encourage women aged 45 – 64, who tend to throw the most clothing in the garbage, to do small, easy repairs to their clothing. The creative direction, "There's Nothing Better," leverages the feeling of pride from doing repairs and social diffusion, and performed well in focus group testing. The campaign will run across the region from March 24 to May 18, 2025 on radio, television, connected TV, social media, digital banner ads, and search ads

E4 Create memories, Not Garbage 2024 Campaign Results

The 2024 "Create Memories, Not Garbage" campaign ran from November 4 to December 24. The campaign's objective is to reduce the amount of waste being sent to the landfill by encouraging more mindful gift giving. The campaign targets people who are likely to purchase holiday gifts and are aware of environmental issues and being mindful consumers (adults 18 – 44). In 2024, Metro Vancouver's region-wide, two-phased campaign delivered relevant messages for the gift-planning and purchasing stages of the holiday season. The campaign performed strongly with 22 million impressions, close to 4 million reach, 23,000 engagements, over 3 million video views, and nearly 30,000 web page visits. The campaign will run again in 2025.



Community Safety Committee

Date: Tuesday, May 13, 2025

Place: Anderson Room
Richmond City Hall

Present: Councillor Alexa Loo, Chair
Councillor Andy Hobbs (entered the meeting at 4:20 p.m.)
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Bill McNulty

Also Present: Councillor Chak Au
Councillor Michael Wolfe

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

MINUTES

It was moved and seconded
That the minutes of the meeting of the Community Safety Committee held on April 15, 2025, be adopted.

CARRIED

AGENDA ADDITION

It was moved and seconded
That Altered Electric Mobility Devices be added to the agenda as Item No. 6A.

CARRIED

NEXT COMMITTEE MEETING DATE

June 10, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

Community Safety Committee
Tuesday, May 13, 2025

LAW AND COMMUNITY SAFETY DIVISION

1. COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT – MARCH 2025

(File Ref. No. 12-8375-02) (REDMS No. 8025423)

It was moved and seconded

That the staff report titled “Community Bylaws Monthly Activity Report – March 2025”, dated April 24, 2025, from the Director, Community Bylaws & Licencing, be received for information.

CARRIED

2. RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – MARCH 2025

(File Ref. No. 09-5140-01) (REDMS No. 8019168)

It was moved and seconded

That the staff report titled “Richmond Fire-Rescue Monthly Activity Report – March 2025”, dated April 24, 2025, from the Fire Chief, be received for information.

CARRIED

3. FIRE CHIEF BRIEFING

(Verbal Report)

None.

4. RCMP MONTHLY ACTIVITY REPORT – MARCH 2025

(File Ref. No. 09-5350-01) (REDMS No. 7990163)

It was moved and seconded

That the report titled “RCMP Monthly Activity Report – March 2025”, dated April 24, 2025, from the Officer in Charge, be received for information.

CARRIED

5. RCMP/OIC BRIEFING

(Verbal Report)

None.

Community Safety Committee
Tuesday, May 13, 2025

6. TOUCHSTONE FAMILY ASSOCIATION RESTORATIVE JUSTICE CONTRACT RENEWAL 2026 - 2028 AND ANNUAL PERFORMANCE OUTCOME EVALUATION REPORT
(File Ref. No. 03-1000-05-069) (REDMS No. 8013059)

Councillor Andy Hobbs entered the meeting (4:20 p.m.).

Discussion took place on the funds provided by the Provincial government, and it was noted that most of the funds provided to Touchstone Family Association Restorative Justice is from the City.

It was moved and seconded

- (1) That the contract renewal with Touchstone Family Association for the provision of Restorative Justice for three-years (2026-2028) as outlined in the staff report titled "Touchstone Family Association Restorative Justice Contract Renewal 2026-2028 and Annual Performance Outcome Evaluation Report", dated April 29, 2025, from the General Manager, Law and Community Safety, be approved;*
- (2) That the Chief Administrative Officer and the General Manager, Law and Community Safety be authorized to execute the Touchstone Fee for Services Renewal Agreement as described in this report; and*
- (3) That the Touchstone Fee for Services in the amount of \$110, 770 per year for the three-year renewal term be approved and included as part of the 2026 budget process;*
- (4) That a copy of the staff report and a letter advocating for more funding for the Restorative Justice Program be sent to local Members of the Legislative Assembly and the Attorney General; and*
- (5) That the staff report be posted on the City's website.*

CARRIED

6A. ALTERED ELECTRIC MOBILITY DEVICES
(File Ref. No.)

Discussion took place on complaints received regarding the excessive speeds of modified E-Scooters and E-Bikes on multi-use pathways, sidewalks and roadways.

Community Safety Committee

Tuesday, May 13, 2025

In response to queries from Committee, staff advised that (i) excessive speeds of the modified e-scooters and e-bikes is a community concern, (ii) continuous education and enforcement are important factors to reduce infractions, (iii) signs can be installed along the pathways to advise individuals of the speed limits, and (iv) modifications to the micro mobility vehicles are not illegal, however, they are illegal to ride if they exceed a certain power and speed.

Committee provided direction to staff to examine creative ways to educate the public of appropriate speeds for micro mobility vehicles on multi-use pathways and roadways.

7. **MANAGER'S REPORT**

None.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:43 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Community Safety Committee of the Council of the City of Richmond held on Tuesday, May 13, 2025.

Councillor Alexa Loo
Chair

Sarah Goddard
Legislative Services Associate



General Purposes Committee

Date: Tuesday, May 20, 2025

Place: Anderson Room
Richmond City Hall

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

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

AGENDA ADDITION

It was moved and seconded
That Extending the Forensic Audit on Gift Cards be added to the agenda as Item No. 2.

CARRIED

MINUTES

It was moved and seconded
That the minutes of the meeting of the General Purposes Committee held on May 5, 2025, be adopted as circulated.

CARRIED

LAW AND COMMUNITY SAFETY DIVISION

1. ENDORSEMENT OF UBCM RESOLUTIONS – SOIL AND OTHER MATERIAL TRACKING RESOLUTION AND ALC COMPLIANCE AND ENFORCEMENT TICKETING RESOLUTION

(File Ref. No. 12-8350-05) (REDMS No. 8015977)

Discussion ensued with respect to the technology contemplated and the proposed regulation requirements.

In response to queries from Committee, staff noted (i) there are other provinces such as Quebec and Ontario that have these types of provisions that require the tracking of soil from its origin site to its destination site, (ii) in advance of the UBCM workshop, staff can reach out to counterparts in Ontario and Quebec for further detail and specifics of the software they are using, which has been in place since 2022, (iii) staff are not familiar with any municipality in BC that would be opposed to this; there are a number of municipalities that have been burdened by this issue, and (iv) staff will explore the enforcement structure in Quebec and Ontario in further detail and report back.

It was moved and seconded

- (1) That the proposed resolution (Attachment 1) that calls for the Government of British Columbia (the Government) to mandate that all soil and other material to be removed and moved from source and deposit sites covered under Agricultural Land Commission Act (ALC Act) and Regulations within the Province of British Columbia (the Province) be monitored and tracked by individual truckload using appropriate technology to ensure source site soil and other material is taken only to approved sites within the Province, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention; and*
- (2) That the proposed resolution (Attachment 2) that calls for the Government of British Columbia to give the Agricultural Land Commission (ALC) Compliance and Enforcement staff the authority to ticket property owners and corporations who are responsible for the unauthorized filling of Lands within the Agricultural Land Reserve (ALR) and other issues of non-compliance related to the ALC Act and associated regulations, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention.*

CARRIED

2.

General Purposes Committee
Tuesday, May 20, 2025

COUNCILLOR KASH HEED

2. EXTENDING THE FORENSIC AUDIT ON GIFT CARDS

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

Councillor Heed provided an overview of the motion to extend the forensic audit on gift cards to 2015 (attached to and forming part of these minutes as Schedule 1).

It was moved and seconded

- (1) *That the forensic audit related to the concern of unreconciled gift cards extend back to 2015; and,*
- (2) *That upon completion of the forensic audit, the findings are presented to Council.*

The question on the motion was not called as discussion ensued with respect to the scope of the forensic audit and the City's policies and procedures in place following the discontinuance of gift card purchases and other measures. It was requested that the timeline for the forensic audit be provided.

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

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:28 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Tuesday, May 20, 2025.

Mayor Malcolm D. Brodie
Chair

Lorraine Anderson
Legislative Services Associate

Subject: Extending present forensic audit on gift cards back to 2015

Member of Council: Kash Heed

Meeting: General Purposes Committee (Public)

Notice Provided on: May 20, 2025

For Consideration on: May 20, 2025 in accordance with Procedure By-law No 7560

Background

The unresolved discrepancy concerning the gift cards could be a result of poor management or potential fraudulent actions. Moreover, this issue highlights a deficiency in oversight and responsibility in handling these matters. To gain a comprehensive understanding of the repercussions of this situation, the ongoing forensic audit should include an analysis dating back to 2015. Furthermore, the outcomes from the last three years, as well as those from subsequent years, ought to be submitted to the Council.

Motion

1. That the forensic audit related to the concern of unreconciled gift cards extend back to 2015; and,
2. That upon completion of the forensic audit, the findings are presented to Council.



City of Richmond

Report to Committee

To: Community Safety Committee **Date:** April 29, 2025
From: Anthony Capuccinello Iraci **File:** 03-1000-05-069/Vol 01
General Manager, Law and Community Safety
Re: **Touchstone Family Association Restorative Justice Contract Renewal 2026 - 2028 and Annual Performance Outcome Evaluation Report**

Staff Recommendations

1. That the contract renewal with Touchstone Family Association for the provision of Restorative Justice for three-years (2026-2028) as outlined in the staff report titled "Touchstone Family Association Restorative Justice Contract Renewal 2026-2028 and Annual Performance Outcome Evaluation Report", dated April 29, 2025, from the General Manager, Law and Community Safety, be approved;
2. That the Chief Administrative Officer and the General Manager, Law and Community Safety be authorized to execute the Touchstone Fee for Services Renewal Agreement as described in this report; and
3. That the Touchstone Fee for Services in the amount of \$110,770 per year for the three year renewal term be approved and included as part of the 2026 budget process.

Anthony Capuccinello Iraci
General Manager, Law and Community Safety

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	
Finance Department	<input checked="" type="checkbox"/>	
RCMP	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

The City first entered into a three-year agreement with Touchstone Family Association (Touchstone) for the provision of restorative justice services in Richmond in 2008. Since then, the City has renewed the contract five times in 2011, 2014, 2017, 2020 and 2023. The current Touchstone contract will expire on December 31, 2025. This report seeks Council approval on the renewal of the Touchstone contract for another three-year term on commencing January 1, 2026 and expiring December 31, 2028.

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.

3.2 Leverage strategic partnerships and community-based approaches for comprehensive safety services.

Analysis

Touchstone has been operating in Richmond since 1983, offering a range of services for children and families in the community. The City and the Richmond RCMP has partnered with Touchstone to provide restorative justice programs for offenders that are eligible for extrajudicial measures¹.

There are two extrajudicial measures programs in Richmond:

1. *Youth Intervention Program*, which is a police-based diversion and counselling program offered by municipal staff, under the direction of the Richmond RCMP; and
2. *Restorative Justice Program (RJ Program)*, which emphasizes accountability, conflict resolution, and problem-solving to address the harm caused by a crime or incident.

The RJ Program aims to divert low-risk offenders from the judicial system, which is often seen as retributive and focused on determining guilt. In contrast, the RJ Program holds offenders accountable for their actions while enabling the victim and offender to reach a resolution. To qualify for the RJ Program, offenders must first admit guilt. Once accepted, the police and the Crown cannot pursue further court sanctions or criminal charges against them. The RJ Program's objective is to encourage offenders to acknowledge the harm they have caused, rather than punishment, while providing opportunities to correct their behavior, recognize the harm done and take responsibility for their actions. The process includes everyone affected by the offence, such as the families of the victim and the offender, as well as relevant property or business owners. Touchstone staff assess each referral and determine the most suitable approach, such as

¹ The Criminal Code allows Crown Council to implement measures other than judicial proceedings for adults who have committed an offence. Similarly, the Youth Criminal Justice Act allows for both Crown and police officers to recommend extrajudicial measures that would divert the offender from the traditional justice system.

comprehensive victim-offender conferencing for complex cases or a scripted community justice forum for less serious ones.

Touchstone Restorative Justice Performance

The RJ Program is staffed by one full-time coordinator and by volunteers. The performance and effectiveness of the program is provided in the Restorative Justice Performance Outcome Evaluation Report 2024 (Attachment 1).

According to Touchstone's annual report, there were a total of 106 offenders that entered the RJ Program in the last five years. In 2024, there were a total of 16 referrals and 20 offenders that went through the program. Referrals fluctuate from year to year based on the number of youth cases suitable, which is determined by the lead investigator at the Richmond RCMP Detachment.

Touchstone staff frequently provide training and information sessions at detachment briefings to maintain relationships and drive referrals. Touchstone confirmed that sufficient resources and volunteers are available to support the volume of referrals. To increase RCMP community referrals to the RJ Program; and to increase awareness and utilization of the RJ Program in schools and in the community are part of Touchstone's strategic priorities. Table 1 below highlights the statistics of the RJ Program in the Richmond from 2020 to 2024.

Table 1: Touchstone Performance Outcome Summary Statistics²

Total Number of:	2020	2021	2022	2023	2024	Total
Offenders	21	28	14	23	20	106
Referrals	17	20	10	18	16	81
RJ Process	15	23	9	15	19	81
Resolution Agreements	15	26	13	15	20	89
Completed Resolution Agreement	13	22	15	17	14	81

Most of the referrals to the RJ program were from the Richmond RCMP Detachment on low-risk offences such as theft and mischief. In 2024, the RJ Program saw big box store referrals from five stores (Gap, London Drugs, TD, Sephora, and Old Navy).

In 2024, the RJ Program operated efficiently in having a referral brought forward for a community process in a timely manner. As noted in the annual report, 50 per cent of the cases were processed between five to 30 workdays. This is an important aspect, as resolution should happen as quickly as possible for the RJ Program to work effectively.

According to a five-year recidivism analysis conducted by the Richmond RCMP Detachment, those who completed the RJ Program had a recidivism³ rate of approximately 11 per cent (which

² One referral can have more than one offender. RJ Processes can include conferencing between victims and offenders, community justice forums (less serious cases), and healing circles (often used in schools).

³ The rate where the offender re-offended in 5 years.

is the same as 89 per cent of those who were referred to RJ Program did not re-offend); and for those who did not complete or canceled the RJ Program had a recidivism rate of approximately 55 per cent.

Data published by the Ministry of Children and Family Development⁴ show that the recidivism rate for youth aged 12 to 17 is approximately 51 percent within five years of receiving a community sentence between 2013 and 2017. A recent review on RJ Programs in British Columbia⁵ indicated that 88 per cent of those referred to RJ did not re-offend, which is consistent with Richmond's recidivism rate, compared to the non-referred controlled group which were processed under the traditional judicial system. Additionally, the review also indicated that when individuals from the RJ group re-offended, they did so after an average of 675 days, significantly longer than the average of 244 days for the non-referred group. Research on recidivism varies widely in scope and there are limited empirical studies on alternative and extrajudicial measures. Nonetheless, existing research suggests that RJ Program effectively reduce recidivism and promote longer-term community safety.

Touchstone Restorative Justice Contract Renewal

Staff have considered the current contract status for the RJ Program and do not recommend initiating a competitive procurement process at this time, due to the close operational integration between Touchstone and the Richmond RCMP Detachment. RCMP divisional and detachment policies ensure that eligible police files are referred to the RJ process effectively. Therefore, staff recommend renewing the contract with Touchstone based on the existing terms of the RJ Program and services, which are outlined below. Staff will continue to monitor the contract and performance of the service provider to ensure the City receives optimal value for RJ Program and services in Richmond.

Scope of Work

Touchstone will provide a full-time coordinator and shall recruit and train all volunteers required to perform the RJ services, to the satisfaction of the City.

Reporting

Touchstone and the City will meet quarterly during the term of the agreement. Each report will detail work completed during the months of the invoice covered. The City will have the ability to seek clarification if requested.

As part of Touchstone's annual commitment, the following will be presented to Council:

- a) the restorative justice budget for the upcoming year;
- b) restorative justice revenues and expenditures from the previous year;

⁴ Ministry of Children and Family Development, BC Justice and Public Safety Council, "Youth Justice Performance Indicators", <https://mcfcd.gov.bc.ca/reporting/services/youth-justice/performance-indicators>

⁵ *The Effects of Police Pre-Charge Restorative Justice Referrals on Future Criminal Involvement & the Use of Restorative Justice in Cases Related to Power-Based Crimes*. Cohen, I. M., Plecas, D., McCormick, A., De Jager, T., Davies, G., and Dawson, S. (January 2024)

- c) performance indicators including the number of referrals, processes and completed resolution agreements;
- d) milestones and achievements; and
- e) participants' satisfaction surveys.

Funding

The contract renewal cost for the RJ Program with Touchstone will increase by \$10,070, from \$100,700 to \$110,770 per year. The contract is a fixed-cost agreement, covering all disbursements, and the annual rate will remain the same for three years. The contract period is January 1, 2026, to December 31, 2028.

As noted in the attached Touchstone report, sustainable funding remains a challenge because the Provincial and Federal governments provide only limited funding to RJ Programs. In previous years, Touchstone secured funding through BC Civil Forfeiture grants, which offset program costs and prevented cost increases for the City. Prior to this contract renewal, the City's cost for the RJ Program remained unchanged for six years. However, these grants vary and require approval on a year-by-year basis. No guarantee exists that Touchstone will receive funding in subsequent years. City staff will continue to work with Touchstone to advocate for sustained provincial funding for RJ.

Financial Impact

Touchstone is seeking an annual increase of \$10,070 to \$110,770 per year for the contract term January 1, 2026 to December 31, 2028. If approved, the total annual Touchstone Fee for Service will be \$110,770 per year for the three year renewal term, and will be included as part of the 2026 budget process.

Conclusion

Restorative justice is a cost-effective way of providing an extrajudicial measure to address youth crimes and social issues in the community. The contract renewal with Touchstone Family Association is to administer the RJ Program in Richmond at a cost of \$110,770 per year from January 1, 2026, to December 31, 2028. The RJ Program offers offenders the opportunity to take responsibility for their actions, understand the harm caused, repair it, and make amends to victims and the community without receiving a criminal record. Supported by proven quantitative results, the RJ Program can be a tool to address the root causes of crime leading to long-term community safety.



Douglas Liu
Manager, Community Safety Policy and Programs

Att. 1: Restorative Justice Performance Outcome Evaluation Report 2024



Touchstone Family Association

Strengthening Family • Building Community

Restorative Justice

Performance Outcome

Evaluation Report

2024



Touchstone Family Association acknowledges that our work takes place on the ancestral land of the Coast Salish peoples, including the X̱məθḵʷəy̱əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), and Seil̓wítulh (Tseil Waututh) First Nations.

Touchstone Family Association



Who We Are and What We Do

Touchstone Family Association (TFA) is a non-profit society that has been dedicated to supporting children, youth, and families in Richmond since 1983. In 2024, we proudly celebrated our 41st anniversary, marking over four decades of service and commitment to the community.

Throughout our history, TFA has focused on preserving and enhancing family relationships, offering a range of services designed to support the well-being and optimal development of children. Our programs are tailored to meet the diverse needs of families, ensuring that each child receives the care, guidance, and resources necessary for their growth.

Our Mission is to strengthen the social health and independence of families and children through effective intervention and support services. This guides every aspect of our work, ensuring that we remain focused on providing the best possible outcomes for those we serve. We aim to empower clients and help them navigate challenges while fostering resilience and self-sufficiency.

Our Vision is to see strong, self-reliant families, youth, and children. We envision a future where families are equipped with the tools, support, and resources needed to thrive independently, contributing to a healthier, more connected community.

Our Values of Integrity, Respect and Cooperation serve as the foundation for all that we do.

Our Objectives are to establish and operate preventative services for children, youth, and their families in the City of Richmond and surrounding municipalities, ensuring that families have access to early interventions that support long-term well-being.

As well as, to inform the residents of Richmond about the importance and availability of the services we provide, raising awareness of the vital role these services play in strengthening family bonds and enhancing the community's overall health.

***Our overall goal is to strengthen families by building community.
Through collaboration, understanding, and a focus on empowering individuals, we work to create lasting positive change in the lives of families in Richmond.***



Touchstone has also been accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) since 2002, thus providing accountability to our community and funders for more than 20 years.

Restorative Justice



Executive Summary

At Touchstone, we take great pride in our ability to respond to the needs and aspirations of the Richmond community. This **Performance Outcome Evaluation Report** for 2024 provides a comprehensive analysis of the services delivered through our **Restorative Justice (RJ) Program**, showcasing its performance and impact.

The RJ program is grounded in the principles of **Restorative Practice**—a social science focused on repairing and improving relationships within individuals and communities. Its primary goals include fostering healthy communities, enhancing social capital, reducing crime, and, most importantly, mending relationships by addressing harm.

Launched in 2004 in partnership with the **Richmond RCMP**, the Restorative Justice Program received additional support in 2008 through funding from the **City of Richmond**, which allowed for the creation of a full-time Restorative Justice Coordinator position.

The **core funding** for the RJ Program continues to come from the **City of Richmond's Community Safety** operating budget. Touchstone remains committed to engaging other levels of government to advocate for cost-sharing and the recognition of the program's value.

In 2024, Restorative Justice continues to benefit from a \$4,000 contribution from the province's **Community Accountability Program (CAP)**, which increased by \$1,500 in 2020. These funds are crucial for volunteer training and recruitment.

We are also proud to report that Touchstone again secured funding from the province's **Civil Forfeiture Fund**. This funding, valued at \$40,000, enhances the RJ Program, allowing us to continue providing **1:1 mentorship services** to youth involved in the program.

Touchstone launched a new **Driver Diversion Initiative** in the fall of 2024. This pilot program builds on the core principles of Restorative Practice and ties them directly to promoting safe driving behaviors. In partnership with the Richmond RCMP traffic division, the Driver Diversion initiative aims to address minor driving offenses by guiding participants through restorative processes that encourage accountability, reflection, and positive behavioral change. This evaluation report includes a summary of the program's early success.

This year, Touchstone's Restorative Justice Coordinator took on a pivotal leadership role in coordinating the provincial **Restorative Justice Symposium**, through the **RJ Association of British Columbia (RJABC)**. Drawing on his extensive knowledge and expertise, he successfully organized and led the event, bringing together professionals, community leaders, and practitioners from across the province to discuss and advance restorative practices. His leadership at this high-profile event not only showcased his deep commitment to the field but also established Touchstone as a recognized leader in restorative justice throughout British Columbia. All of this wouldn't be possible without the progressive leadership and funding model provided by the City of Richmond.

While funding remains an ongoing challenge, Touchstone is deeply grateful for the City of Richmond's continued financial support and belief in the Restorative Justice philosophy. This partnership enables us to provide an effective alternative to the traditional court system, one that promotes safer and healthier communities for all.

What is Restorative Justice?



Restorative Justice is an alternative approach to our court system. Restorative Justice is a philosophy built on the cornerstone of community healing. Like community policing, it's a way of doing business differently. While our court system is adversarial and focused on punishment restorative justice encourages dialogue and responsibility for past behavior, while focusing on problem-solving and offender accountability.



Through this approach, victims and offenders are not marginalized as they are in the court system. Rather, both are invited to come together, so that the offender can be held accountable and the victim can receive reparation.

Through the restorative justice process, volunteer facilitators help offenders take responsibility for their crimes. Offenders are given the opportunity to recognize the people that they harmed and they are able to learn how others have been affected by their behavior. Furthermore, the offender can work with the victim to find ways to repair the damage that has been done.



Victims benefit greatly from a process, unlike court, where they can sit together with the offender and speak directly to him/her about the pain that they have endured. Through restorative justice, victims can get answers to their questions about the incident, and they can learn why it happened. Furthermore, they can share with the offender what needs to be addressed for healing to begin to take place.



While restorative justice provides everyone affected by crime the opportunity to gain closure from the incident, it also gives the community the chance to become closer and grow together through understanding, compassion and healing.

Communities become healthier and safer as a result.

Volunteers will continue to expand their knowledge and skills by applying different applications of restorative justice dictated by the specified needs of the affected parties and/or community. A few examples include: a **non-scripted, comprehensive victim-offender conferencing (VOC)** process in complicated cases; a **scripted community justice forum (CJF)** process in less serious cases; a separate conference (Conference) process in cases where a direct victim and offender encounter proves less beneficial; as well as numerous types of Circles in community and school settings.

Resolutions Agreements are a direct result of this process, where the participants work together to determine reparations. These agreements can include one or more of the following:

-

Program Features



Touchstone Family Association's *Restorative Justice* program is a **volunteer-driven program**, staffed by one permanent, full-time coordinator.

Volunteers play a crucial role in the success of the Restorative Justice program. Their dedication, skills, and commitment to restorative practices make them an essential part of the process, fostering understanding, accountability, and healing. By providing guidance, support, and leadership during community justice forums, volunteers ensure that each participant has a voice and that justice is pursued in a constructive, inclusive manner. With the right training, support, and ongoing development, our volunteers help uphold the values of restorative justice, contributing to positive change and strengthening the fabric of our community.

Recruitment, retention and training of volunteers are crucial to the success of the Restorative Justice Program.

The Restorative Justice Coordinator engages all volunteer applicants in a formal interview process which includes a criminal record check and two reference checks. The screening process also takes into account several key criteria that may include, but are not limited to:

Life experience
Professional employment history
Education
Commitment to the program
Experience / Confidence in leading a group discussion
Flexibility
Knowledge of Restorative Justice
Experience/comfort level with conflict
Oral and written skills

Given the demanding nature of the training and the facilitator role, it's essential to recruit dedicated, reliable individuals. After completing the in-depth interview and reference checks, volunteer applicants must successfully complete training in various restorative justice practices. This includes attending an intensive 3-day community justice forum training. Once the volunteer has received their training certificate, they must gain accreditation by co-facilitating at least five forums, working alongside and under the supervision of a certified mentor/facilitator. This approach helps build the volunteer's confidence and competence while ensuring the program's commitment to quality.

Richmond's diverse population requires the support of interpreters trained to assist with the various language needs in the Restorative process. Currently, our volunteers provide translation services in Arabic, Cantonese, and Mandarin.

At our Annual General Meeting each year, Touchstone honors the dedication and contributions of our Restorative Justice volunteers. In 2024, the Restorative Justice program benefited from the support of 11 volunteers, serving in facilitator and translation roles. Three volunteers celebrated over 8 years of service, while two others marked their 5-year milestone.



"Volunteers do not necessarily have the time; they just have the heart."

Strategic Plan



Touchstone Family Association's Restorative Justice Program *2023 to 2025 Strategic Plan*

Strategic Priority 1:

To increase RCMP community referrals to the Richmond Restorative Justice Program

1. To hold Quarterly meetings with RCMP Community Engagement Liaison, RCMP Restorative Justice Liaison and RCMP Youth Section Representative.
2. To hold Restorative Justice Orientations for each RCMP Watch.
3. To share RCMP Referral Statistics monthly with RCMP.

Strategic Priority 2:

To increase awareness and utilization of the Richmond Restorative Justice Program in schools and in the community

1. To deliver at least one education or training to the community every quarter.
2. To target education or training to relevant stakeholders, including community groups, non-profits and schools, working to address harm in the community.
3. To increase restorative practices in schools where opportunities exist.

Strategic Priority 3:

To secure sustainable level of funding for the Richmond Restorative Justice Program from all levels of Government, including Municipal, Provincial and Federal

1. To carry out both independent and collective lobbying through the Restorative Justice Association of BC (RJABC), which represents restorative justice programs throughout British Columbia
2. To continue to apply for relevant Civil Forfeiture or National Crime Prevention funding that may become available

2024 Program Highlights

January

- End Gang Life Training (Building Safer Communities)
- Collaborative and Proactive Solutions Training (Dr. Ross Greene)
- Trauma Informed Practice (T.I.P.) Training for Newcomers (UWBC)
- Restorative Justice Association of BC Committee Meeting

March

- Lower Mainland RJ Coordinators Network Meeting
- Planning Committee Meeting – 2024 Restorative Justice Symposium
- Safe Driver Program– Training & Observation Sessions
- Fetal Alcohol Spectrum Disorder (FASD) Training
- Sensory Processing Toolkit Training (UBC)
- Building Bridges Training (Impact of Residential Schools)

May

- Restorative Justice Quarterly Meeting (RCMP Youth Section & TFA)
- Community of Practice Meeting (UWBC)
- Restorative Practice Presentation - Staff Training for MacNeil Secondary
- Bi-Weekly, Restorative Practice Group (Gr.4-7): Garden City Elementary
- Planning Committee Meeting – 2024 Restorative Justice Symposium (RJABC)

RESTORATIVE JUSTICE

THREE CIRCLES SCHOOL AWARENESS

YOUTH YOUT

February

- Bi-Weekly, Restorative Practice Group (Gr.4-7): McKay Elementary
- Bi-Weekly, Restorative Practice Group (Gr.4-7): McNeely Elementary
- Community of Practice Meeting (UWBC)
- RJ Quarterly Meeting (RCMP Youth Section & TFA)
- RJ Expansion Meeting - Driver Diversion Program (RCMP & TFA)
- BC RJ Coordinators Network Meeting
- ADHD Inside Out Framework Training (Dan Duncan)
- Consultation Meeting with the Surrey Safe Driver Program

April

- Bi-Weekly, Restorative Practice Group (Gr.4-7): Mitchell Elementary
- Presentation for BC Librarians Conference
- Bi-Weekly, Restorative Practice Group (Gr.4-7): Grauer Elementary
- Targeted Hate and Racism Training: A Restorative Approach (Safer Schools)
- BC RJ Coordinators Network Meeting
- Navigating Nutrition and Wellness with Children and Youth Training

June

- Lower Mainland Restorative Justice Coordinators Network Meeting
- Touchstone Annual General Meeting – RJ Volunteer Recognition Ceremony
- Presentation: Driver Diversion Program Orientation – RCMP (Traffic Section)
- Working with the Critic in Self Harm and Suicidality Training

Restorative Justice



July

- Planning Committee Meeting for the 2024 Restorative Justice Symposium (RJABC)

September

- Lower Mainland Restorative Justice Coordinators Network Meeting
- BC Restorative Justice Coordinators Network Meeting
- Community Workshop: Strengthening Intercultural Dialogue (RMCS)
- Planning Committee Meeting for the 2024 Restorative Justice Symposium

November

- Community of Practice Meeting (UWBC)
- Presentation: Restorative Practice Staff Training – MacNeil Secondary
- Bi-Weekly, Restorative Practice Group (Gr.4-7): Talmey Elementary

TOUCHSTONE FAMILY ASSOCIATION

August

- Touchstone Family Association Joint Health and Safety Committee Meeting

October

- Bi-Weekly, Restorative Practice Group (Gr.4-7): Woodward Elementary
- Planning Committee Meeting for the 2024 Restorative Justice Symposium
- Volunteer Management Training
- Trauma and Attachment Training
- Two Day Restorative Justice Symposium

December

- Touchstone Family Association Joint Health and Safety Committee Meeting

Case Example

Below is an example involving a real case from our Restorative Justice Program in 2024.

In January 2024, the Restorative Justice Program received a referral from the RCMP for a case involving a Grade 12 student, “Tom,” who had committed Mischief Under \$5000 at Old Navy. Over approximately six months, Tom had been entering Old Navy, damaging clothes in the fitting room, and then leaving. Eventually, he was caught. Tom, his family, and the store representatives agreed to address the harm through restorative justice, an alternative to the court system.

Separate preliminary meetings were scheduled for each party to privately explore their perspectives and concerns before participating in a facilitated process to achieve accountability and healing.

It became clear early on that Tom’s circumstances were unique—he was on the autism spectrum. Tom’s mother, “Irene,” shared this information with the police and requested it be conveyed to the store, which may have influenced their decision to take a restorative rather than punitive approach.

A Community Justice Circle was convened, involving all relevant participants: “Ajay,” the store’s Regional Manager for Loss Prevention; “Sherry,” the Loss Prevention Officer for the Richmond Location; Tom and his mother, Irene; “Rita,” a teacher who works closely with Tom; and “Aisha,” a social worker and behaviour consultant who works with neurodivergent youth like Tom.

During the Circle, Tom was invited to explain his actions, with facilitators adapting questions to his strengths. Tom recalled his actions simply and factually. Irene, having prepared her son for the meeting, added details and context to his story. Irene explained how Tom was diagnosed with autism at age three and had received various supports, including language, social skills, and behavior therapy. Most people, explained Irene, were not able to see Tom’s neurodivergence. Irene aided Tom by adding details to his story and context to his thought process, adding valuable insights to his thinking.

Tom struggled to find belonging at school, and his desire to make friends led him to his incidents at Old Navy. Tom had noticed that many of his classmates wore hoodies. He therefore set out to buy a hoodie at his favourite store, Old Navy with the money Irene had given him. Confused that he had made no friends despite having bought and worn a hoodie to school, he continued to buy more hoodies with the money Irene had provided to him. Finally, in response to his unwillingness to stop, Irene cut off his shopping money. Nevertheless, Tom could not stop his addiction. Knowing he could no longer purchase the hoodies, Tom would try them on in the fitting room and then cut the hoodies, so he could convince himself that they were now no longer new and, therefore he would no longer feel the strong desire to purchase them.

Ajay and Sherry, the store’s representatives, were sympathetic to Tom’s circumstances, appreciating his desire to find belonging, while at the same time conveying how Tom’s actions had a negative affect on the store,, including a financial loss. Even worse was the frustration and fear that had manifested in their staff, who had become less trusting and less friendly towards customers. The store invested a great deal of time and effort in security rather than customer service as a result of his actions. They explained to Tom there were better ways to be understood and to make friends, rather than causing harm to customers and staff at Old Navy.

Rita and Aisha shared with everyone the work they were doing with Tom in regards to what he had done, and the strategies they were taking with him to navigate social and personal issues inside school and outside in the community.

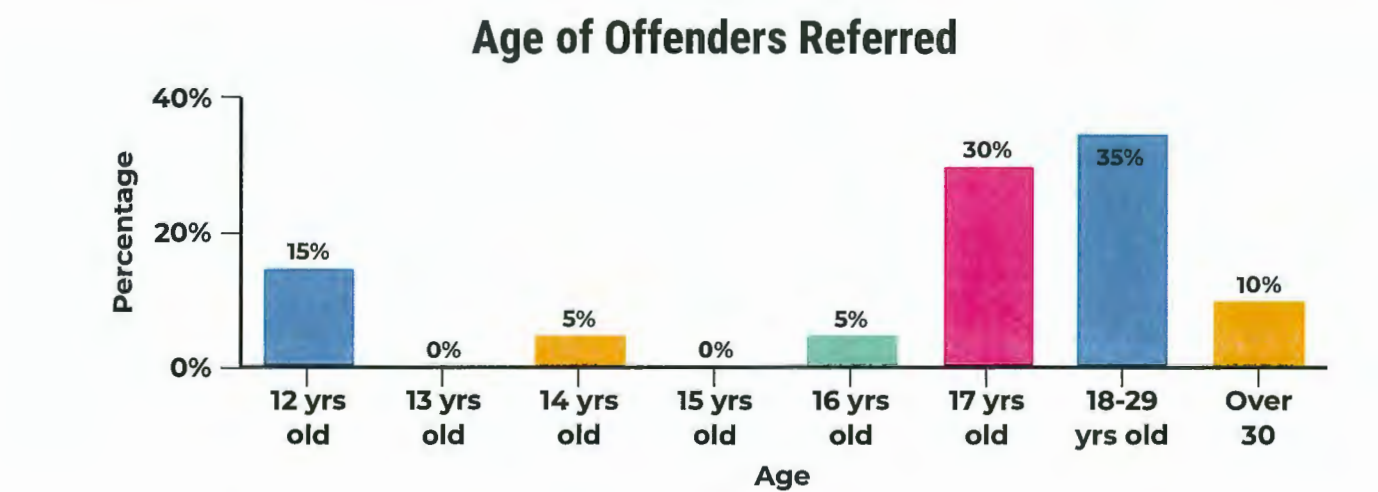
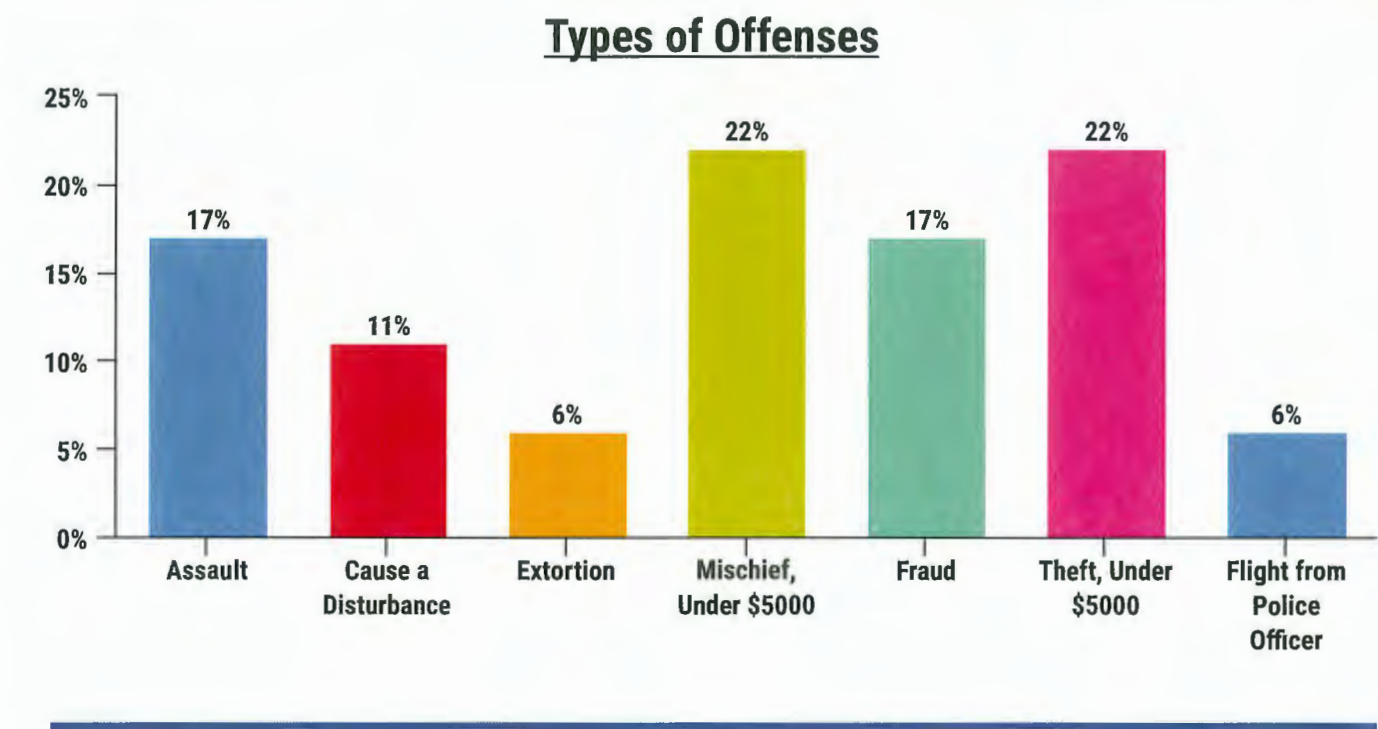
The store accepted Tom’s apology and his commitment to continue receiving support. The store offered, and Tom accepted, the opportunity to participate in a program called This Way Onward, which offers work skills training and mentorship with the potential to work at stores like Old Navy in the future. Both Rita and Aisha offered to lend their support to Tom, so he could make the most of this opportunity. Everyone left deeply satisfied at having had a very meaningful dialogue and having reached a resolution agreement that met everyone’s needs.

This case highlights both the challenges and the opportunities that exist within restorative justice to address neurodiversity among individuals who have either harmed or been harmed in criminal cases. The program’s responsibilities include assessing the individual’s capacity for meaningful participation, properly screening whether the process can proceed, ensuring all parties are informed of the person’s unique circumstances, and carefully planning the process with realistic limitations and expectations for everyone involved.

Program Statistics

In 2024, there were 16 referrals to Touchstone's **Restorative Justice Program**, which is a decrease from the 18 referrals in 2023. There were 19 restorative processes held this year, compared to 15 the year prior. Each year brings a slight fluctuation in referrals based often on youth crime and new members to the RCMP, but the program continues to see a rebound in referrals post pandemic.

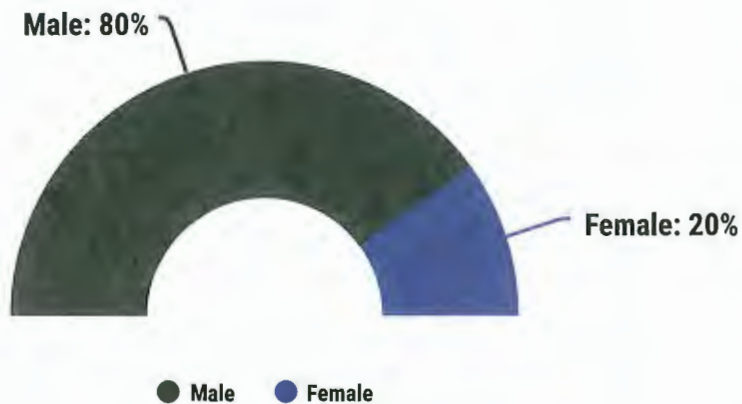
The following are graphic representations of Touchstone's Restorative Justice Program's demographics gathered from January 1, 2024 to December 31, 2024.



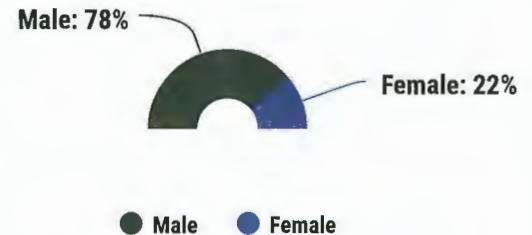
Program Statistics

Gender of Offenders Referred

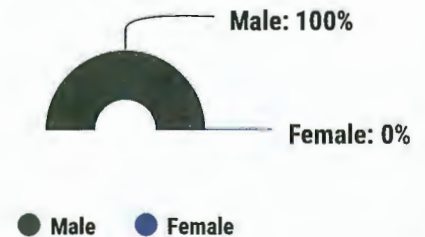
2024 Results



2023 Results



2022 Results



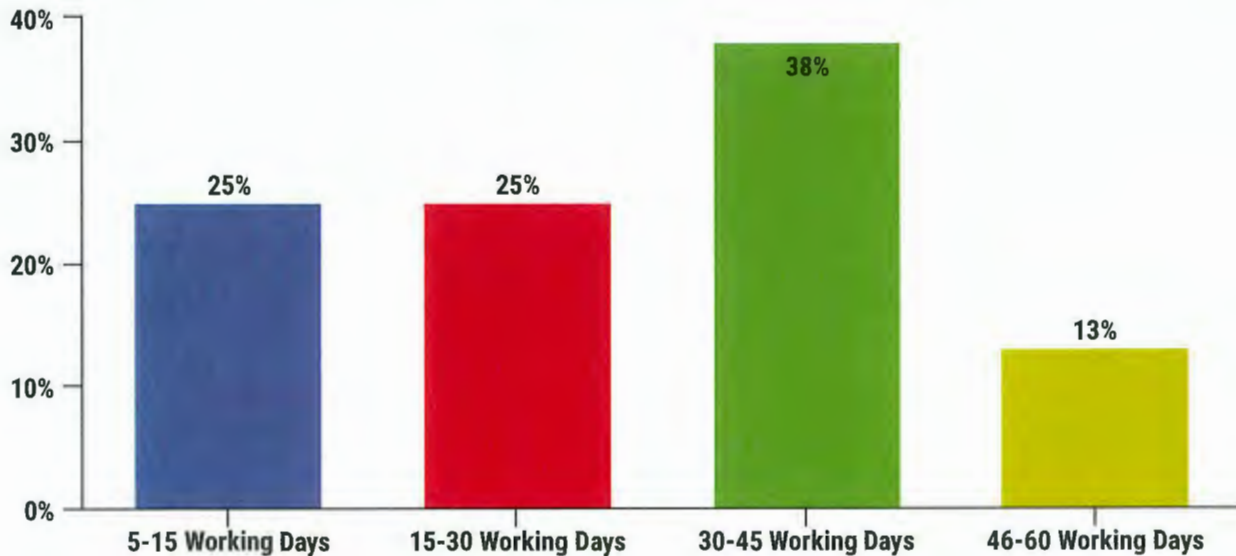
Big Box Stores

Touchstone's Restorative Justice Program received referrals from local stores, including London Drugs, Old Navy, Sephora, GAP, TD Bank & Firework Production.

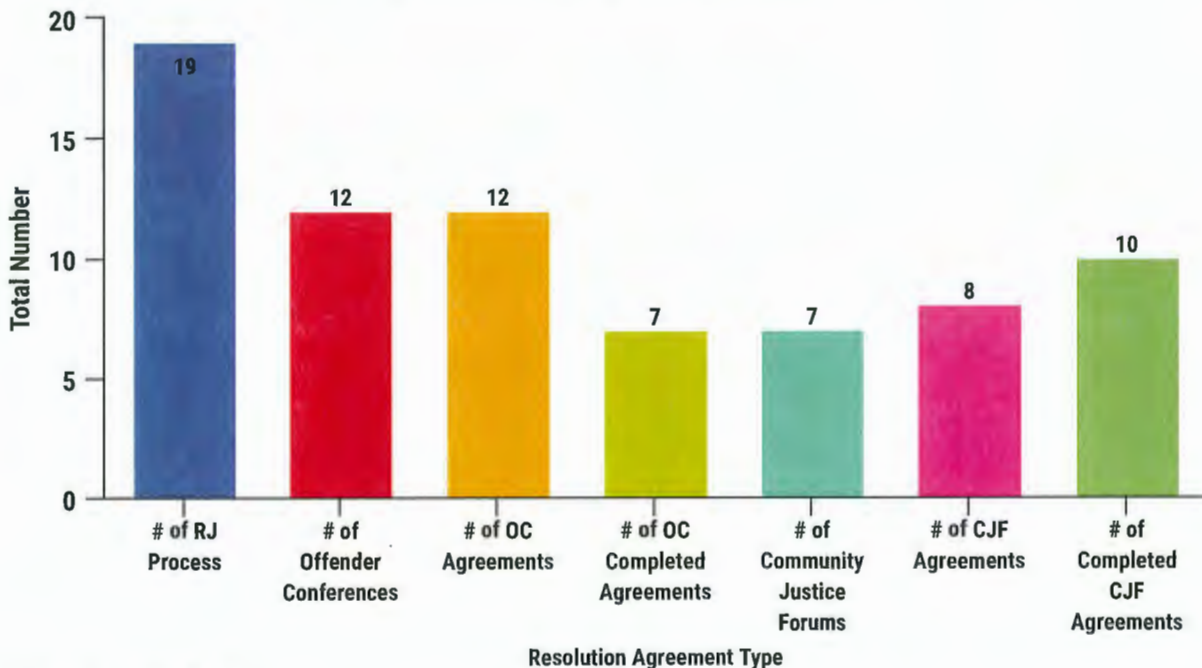


Program Statistics

Length of Time Between Referral and Forum



Resolution Agreements



CJF = Community Justice Forum
OC = Offender Conference

Participant Feedback

Consumer Feedback Evaluation

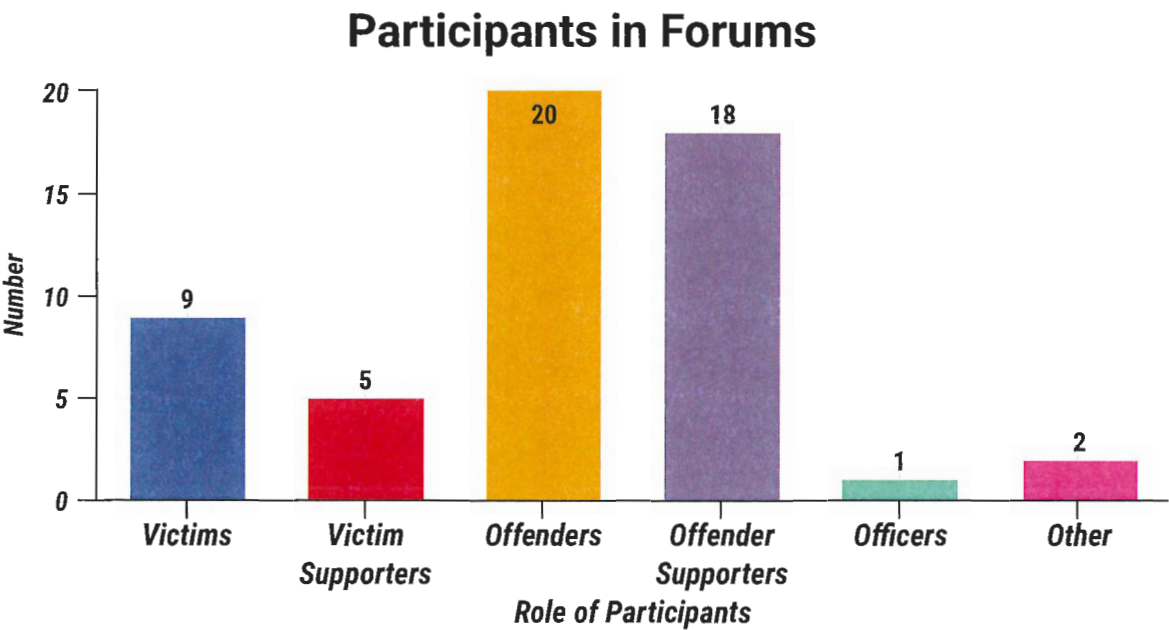
Touchstone is committed to utilizing consumer feedback to contribute to the development of high quality and responsive services. Our staff seek feedback from clients and other service providers as the services are being provided to continuously develop and enhance services to address any special needs and referral issues of the clients served.

Evaluating Quality of Impact

Touchstone’s Consumer Feedback evaluation process is intended to help us see what kind and quality of impact we are having on the population we serve. Surveys are designed to measure both quantitative and qualitative factors, giving the Association a balanced set of statistical responses. We then use this data to analyze and identify trends and consider the implications of these findings to plan adjustments and improvements in our programs. At Touchstone, we strive to deliver client-centered services, making participants own experiences and goals our top priority. Ongoing consumer feedback is essential to this process.

Restorative Justice Participant Feedback

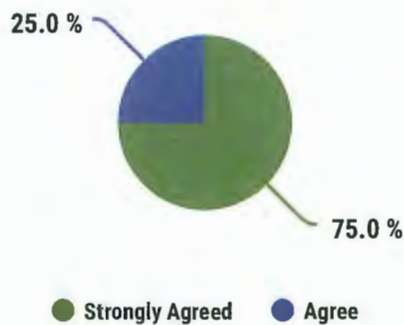
Touchstone Family Association invites all participants involved in the Restorative Justice process to evaluate their experience. In 2023, **55** people participated in a Restorative Justice process. The next sections will graphically summarize the data captured from the participant surveys.



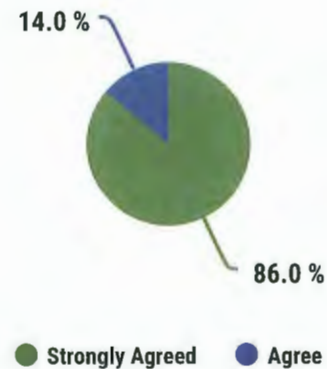
Participant Feedback

The following are graphic depictions of participant feedback, based off of questions in the Restorative Justice Participant Survey.

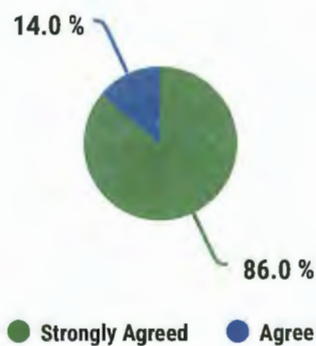
"I received adequate preparation and support from the facilitators."



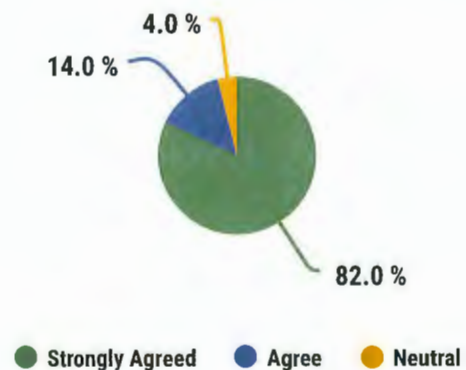
"I felt safe and was treated with respect."



"I felt I was able to have my say, allowing me to participate in a meaningful way."



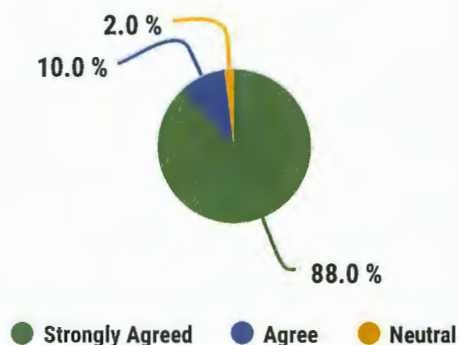
"My questions, concerns and issues were addressed."



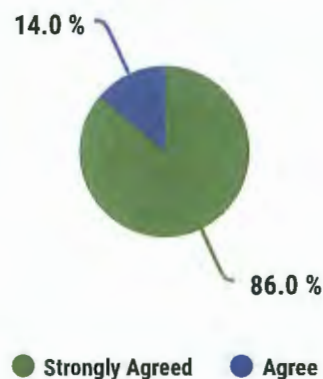
Participant Feedback

The following are graphic depictions of participant feedback, based off of questions in the Restorative Justice participant Survey.

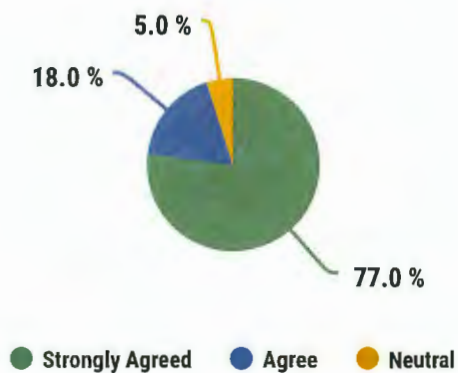
"Listening to everyone helped me gain a better understanding of what happened."



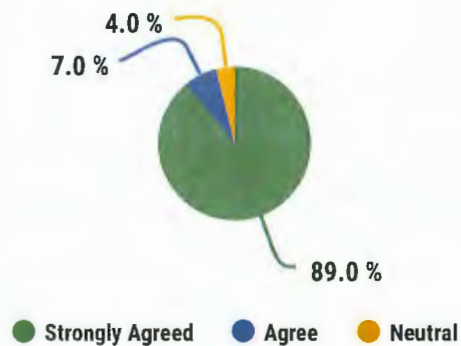
"I am satisfied with the resolution agreement."



"I believe the process has helped me find closure."



"I would recommend Restorative Justice to others facing similar situations"



Participant Feedback



In addition to the previous rating questions, each survey has room for comments regarding any of the aforementioned questions. The following are the responses (verbatim).

- RJ has helped more in a one on one meeting than the police have in the past 2 years. (**Offender**)
- The program is a great way to provide meaningful resolutions through community and resources working together. (**Victim**)
- Thank you for the opportunity to participate and for my student to have a chance to learn from his mistakes in a safe environment without being harshly punished by the judicial system. (**Offender Supporter**)
- The process was effective and gave the youth the opportunity to take responsibility for their actions. (**Offender Supporter**).
- Haroon was a great facilitator and provided everyone ample time to express themselves. (**Officer**)
- Haroon did a great job bringing all the affected families together. Well done! (**Victim Supporter**)
- I only wish this happened sooner. I know it was tricky getting a day/time that worked for everyone. (**Principal**)
- I truly appreciate the help and support that Touchstone has done form my child especially being able to provide a chance for him to guide him onto the right track. I would also participate in community events more and willing to contribute to the community. (**Offender Supporter**)
- I feel fortunate to be here. I'm happy to see an organization focusing on individual growth and well-being. (**Offender Supporter**)
- I didn't get to listen to the victim (**Offender Supporter**)
- I appreciated how kind, respectful and patient Haroon has been. I appreciate the confidentiality of the discussions with the issue. I appreciate heavily of the victim's generosity with agreeing for a resolvment. The options and advice was great. Amazing program and I believe would do amazing things for people. (**Offender**)
- It was well done. (**Other – LPO**)
- It was a very smooth process (**Victim**)
- I am glad and feel at peace knowing there are programs as such for our youth and community. (**Victim Supporter**)

The role of the individual making the response is in parenthesis.

Participant Feedback

Participants are then asked to share their comments on **Accessibility**. Below are their comments verbatim to the question: "**How can Touchstone make it easier for you to access our services?**"

- Well prepared questions very friendly atmosphere (**Offender Supporter**)
- Very easy transportation. No issues (**Offender**)
- The process was convenient and stayed within timelines. (**Victim**)
- It will be very helpful if Touchstone can provide me with its latest service and program which are related to me by email, so that I can register my preferred program on time. (**Offender**)
- Touchstone was very accessible. I think it is great that the team can meet at a neutral location such as a school, during hours that work for everyone. (**Offender Supporter**)
- Please keep me posted on events and activities organized by Touchstone. (**Offender Supporter**)
- Maybe more parking stalls? (**Victim Supporter**)
- Awareness – what Touchstone does, who is involved, and who can use the services. (**Offender Supporter**)
- Location being in Richmond its not as accessible to those in other parts of Vancouver. (**Offender**)
- Refer to friends, promote more and participate in more volunteering work. (**Offender Supporter**)
- I think everything was fine thanks. (**Victim**)
- Everything was good already. (**Offender**)
- It was easy to get to the Touchstone location. (**Offender Supporter**)
- Possibly a clear path towards the room we need to fine. Ex. Haroon's office. (**Offender**)
- Thank you for accommodating the session after work hours. It helps with accessing your services. (**Offender Supporter**)

Participant Feedback

Participants were asked if they had any **Additional Comments** to share. The following are verbatim of those comments, from the final section of the feedback survey.

- Very good system (**Offender**)
- I can recommend Touchstone Family Association to a friend. (**Offender Supporter**)
- Thank you for taking the time to listen and facilitate a conversation between all parties. This process builds understanding and awareness, I think everyone at the table learned from each other through this process. (**Offender Supporter**).
- I am wondering if Touchstone does any info sessions on Restorative Justice or their other programs to schools. Sounds like lots of great programming is available and out there but I really had no idea until I was a part of this process. I definitely think it would be great for families of at-risk youth to know about restorative justice as I know there are a lot of young offenders. (**Offender Supporter**)
- The Restorative Justice was well organized. The first session was very constructive, it helped myself and my son to understand the process and what to expect in the next session when Old Navy representatives would attend. The facilitators were very professional and knowledgeable in dealing with my son who has autism. The second session was impressive, it enables us to understand different perspectives especially the feeling of Old Navy staffs. I especially felt encouraged that the incident of my son around safety issue with autism persons who appear like normal person was discussed during the meeting. I was grateful for the contribution of the school psychologist who provided in depth views. It was appreciated that the facilitators would bring this issue to related authority/platform to further discuss and hopefully measure can be found and implemented eventually. Thanks everyone for your time and contribution! Thanks, Old Navy for your forgiveness and kind support! (**Offender Supporter**)
- Touchstone provides a great service to the Richmond community. (**Victim Supporter**)
- This is the first time I heard of the Restorative Justice process. This is more comprehensive, thorough and well thought out than I originally thought. Thank you to Haroon! A fabulous facilitator! I would recommend this to other victims to help them move on. (**Victim Supporter**)

Participant Feedback

Participants were asked if they had any **Additional Comments** to share. The following are verbatim of those comments, from the final section of the feedback survey.

- Thank you – this has provided closure and has helped me to believe that there is support for our/my values of belonging, inclusion and accountability instead of punishment. (**Principal**)
- I feel that the RCMP officers didn't fully understand the full RJ program or the process. It was hard to get answers as to the flow of the system. (**Offender Supporter**)
- Thank you to Touchstone for all the understanding, inclusiveness and support. (**Offender Supporter**)
- Keep up with the good work. (**Victim**)
- I would definitely recommend Touchstone. It helped me a lot. (**Offender**)
- I was hoping to meet the victim but he didn't attend any of our meeting. (**Offender Supporter**)
- This is a great program for issues with similar things that I cam for, and speaking with a person like Haroon makes it easier to be able to pen up and speak clearly, know whatever is said and done in the room is confidential. Knowing that its confidential made me feel better to speak about the issue. (**Offender**)
- Good experience, it felt very safe to talk. (**Victim**)
- Incredibly valuable and supportive process (**Offender**)
- You make the conversation comfortable and easy to share thoughts without judgement. Safe space. (**Offender Supporter**)
- Thank you to Barry and Haroon for being such a great help. It is greatly appreciated. (**Victim Supporter**)
- This was a nice meeting. (**Victim**)
- Preparation for in face meetings may be helpful for some participants. (ex. What to expect, the intensity of feelings/emotions, how to handle it etc). (**Offender**)

Referral Trends

Summarized below is a comparison of data from 2014 through 2024

	2014	2105	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total # of Offenders	56	57	74	44	43	39	21	28	14	23	20
Total # of Referrals	41	49	49	36	34	27	17	20	10	18	16
Total # of RJ Process	43	47	52	34	38	26	15	23	9	15	19
Total # of Resolution Agreements	47	50	67	41	39	31	15	26	13	15	20
Total # of Completed Resolution Agreements	46	45	67	37	38	31	13	22	15	17	14

As indicated by the chart above, the Restorative Justice Program has had **419** offenders participate in the program over the past **11** years. This averages **38** offenders per year who have been supported by restorative practice.

It is important to note that the above statistics are only talking about offenders; it is not capturing the total number of people participating in the program.

In 2024, **55** individuals participated in a restorative justice process either as a victim, an offender, an officer, or an offender supporter. The more participants involved, the more groundwork that needs to be done by the facilitator before undergoing the RJ process with all involved parties. This translates to more time for interviewing all participants involved. It is important that everyone participating understands the process and what the expected outcomes may be.

Before the pandemic, referral numbers were significantly higher, and we remain optimistic for a steady increase as we approach 2025. The RJ Coordinator continues to meet regularly with the RCMP to build understanding and support for the Restorative Justice process. With the addition of our newest program component, **Driver Diversion**, we are expanding exposure to restorative practices through our partnership with the RCMP's traffic division. For further details on this exciting initiative, please see the next section.

In September of 2024, the Restorative Justice program expanded to include a pilot program with the aim of holding people accountable for their unsafe actions on our roadways. The **Driver Diversion Program** is an alternative approach to the traditional consequences that result from ticketing for traffic violations, including fines, points and penalties. Drivers have the choice to accept the normal consequences or voluntarily participate in the Driver Diversion Program.

The goal of the program is to positively shift driving behaviour (beliefs, attitudes, habits) among drivers in an effort to decrease the potential harm to everyone who uses our road system. Drivers are given the opportunity to participate in a comprehensive process that includes a Pre-Assessment Meeting, a Group Dialogue Circle, and Post-Assessment Meeting. The entire program is delivered online, ensuring easy access and convenience, but can also be delivered in person, when and if required.

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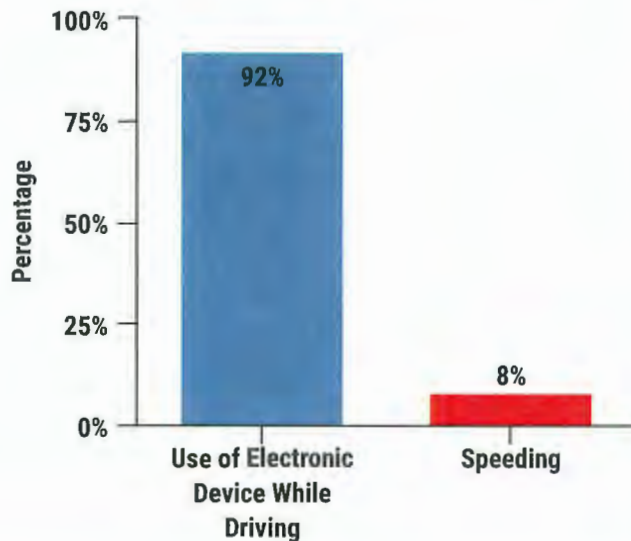
CNCL - 90

Driver Diversion Stats

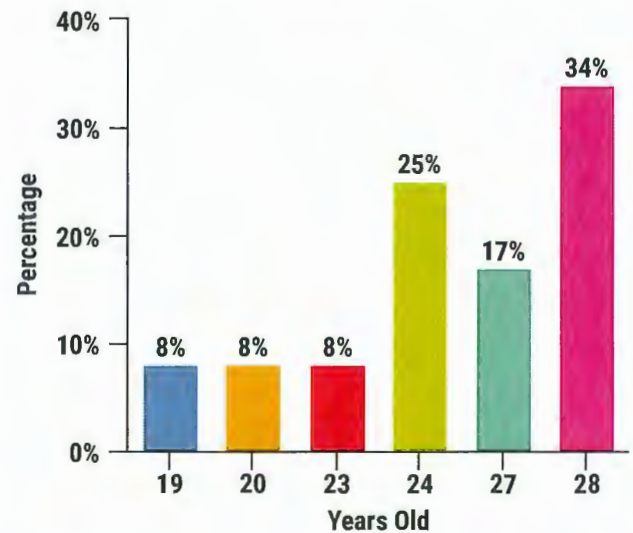


Since the program's inception in the fall of 2024, two Group Dialogue Circles have taken place, each consisting of six drivers. In total, twelve individuals participated, all of whom successfully completed the Driver Diversion program.

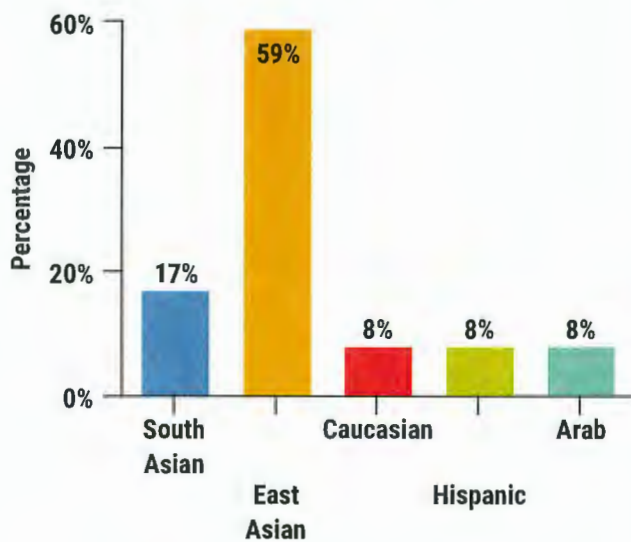
Traffic Infraction Referral Type



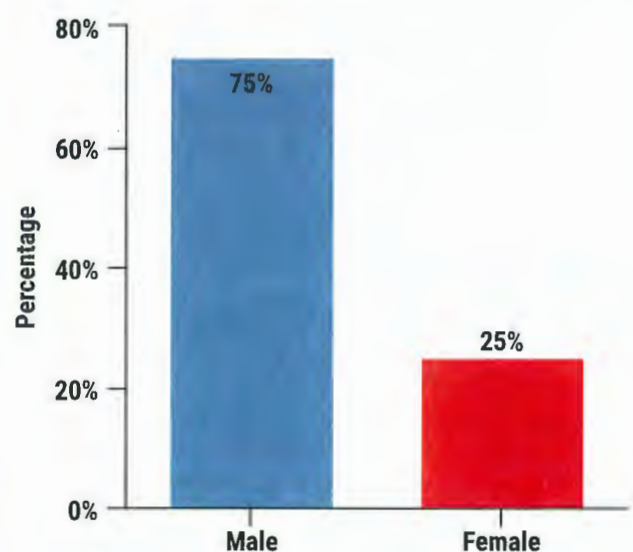
Age



Identified Race



Identified Gender



Driver Diversion Participant Reflections

After completing the Driver Diversion curriculum, participants were asked a series of **Post Assessment** questions. Below are their answer verbatim.

How do you compare your initial ratings of your driving skills and behaviour versus now?

- Now, when I take actions on roads, I always do the action after thinking. Also, Now I never pick up my phone during driving.
- Although my initial self-rating on both driving skill and safety awareness were 5, because I thought I possessed with enough road knowledge and I was a driver who truly cares for other's safety, this program gives me a completely new mindset. I overestimated myself. For example, I learned that a vehicle must maintain at least one meter of distance to other vulnerable users on the road. Also, even though I knew it is wrong to text and drive but I could not sympathize. After this program now, I can truly feel how a blink of negligence can cause a tragedy.
- I think I learned more about road safety after attending the program. There are many rules I didn't know about, such as the 'one-touch' rule when using a phone. I believe this will improve my road safety.
- I have always been confident in my driving skills, but through this session, I feel that my safety awareness has been further improved.
- As I feel ok on the road, there are many rules ignored or misunderstood. For an example, most people go across yellow light, while we should stop, which is safe and responsible.

What was the most powerful part from the Dialogue Circle for you?

- The video about how car accident affects two families. So sad.
- There were two footages that were on text- drive which gave me a sense of choking. One driver's message before the crash was "I'm on my way", the others was "I love you." The first driver never really arrived, and the second victim could no longer say "I love you" to his family.
- The most powerful part for me was the first video, which showed how going just 10-15 miles over the speed limit can have a huge impact on a person if you hit them.
- I think watching the videos can help people understand the importance of safe driving. The last video in particular made me realize that unsafe driving can cause irreparable harm to the safety of myself and others.
- It is the last video, I never realized texting/being distracted can ruin one's life and one's family.
- Realizing that although your choices seem insignificant, they have serious repercussions.

Have your beliefs changed about driving? How?

- Yes, I was over confident about my driving safety awareness, I realized I was not driving safely.
- Yes! Previously I thought I knew what I am doing and it is easy to avoid accidents. Now I realize how fast a tragedy can happen and eyes must always be on the road. It is very important to stay focused, because a blink could cost someone's life.
- I now believe that I should check my ego and entitlement before driving. I think my time is more important than another person's life then I shouldn't be on the road.
- Through different videos, I can intuitively feel that unsafe driving behaviors and habits can cause harm to others, and it also helped me correct some incorrect driving habits. As for my views on driving, I now think that safety is the most important thing.
- Yes, I should be responsible for me and other people on the road. I should drive with a peaceful mind.
- It reminded me of the role I have to play in making the roads safer for everyone.

Driver Diversion Participant Reflections

How will what you have learned affect how you drive in the future?

- I will drive more cautious than before.
- I will put my phone in the glove compartment, connected to the car play. Everything I need is on the screen. This can perfectly avoid the tendency to reach the phone.
- I will do my best to be a better driver going forward and focus on obeying the speed limit.
- First of all, you must not look at your phone while driving. You should focus your eyes on the front so that you can respond to various situations at any time. This is very important. Focusing your attention will change the results. In addition, you should not drive while tired. Safety is the most important thing.
- I will not use my cell phone for any reason, as the consequences can be really bad.
- It'll help me become a more considerate driver, therefore safer.

Did the Driver Diversion program meet your expectations?

- Yes!
- Yes, I am inspired and I learned something new.
- Yes
- Yes. Through discussions with other people, everyone can share their different ideas about driving. In addition, all the videos can make people feel the truth that unsafe driving can cause great harm to people, including yourself and others.
- It is above my expectations as it inspires us, gives us refreshment of rules.
- It exceeded it, Haroon is great.

Is there anything else you wish to add?

- Although I think the program content is perfectly planned, I think the program could give a more profound effect if violators share their thoughts face to face, I think it could be more memorable.
 - It is a well-formed and well-organized program. I really appreciate the chance to learn.
 - I would also like to say that we should follow the rules of the road as much as possible, which is the responsible thing to do. Also, we should not be emotional when driving, so that we can be safer on the road.
-

Participant Feedback

Driver Diversion Participant Feedback

Touchstone Family Association invites all participants involved in the **Driver Diversion** process to evaluate their experience. In 2024, **12** people participated in the Driver Diversion program. The next sections will graphically summarize the data captured from the participant surveys.

The following are graphic depictions of participant feedback, based off of questions in the **Driver Diversion Participant Survey**.

"I received adequate preparation and support from the facilitator about the program's requirements."



● Strongly Agreed

"I felt safe and was treated with respect."



● Strongly Agreed

"I found the course content easy to understand and follow."



● Strongly Agreed

"Listening to everyone helped me gain a better understanding about driver responsibility."

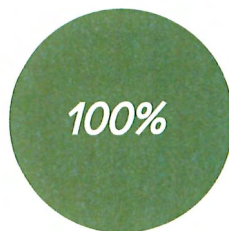


● Strongly Agreed

Participant Feedback

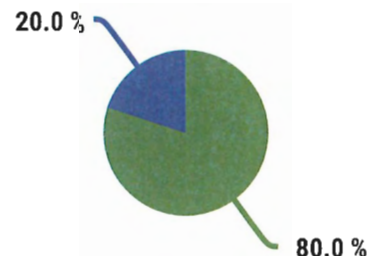
The following are graphic depictions of participant feedback, based off of questions in the **Driver Diversion Participant Survey**.

"Participating in this program has helped me re-examine my driving behaviour."



● Strongly Agreed

"I would recommend the Driver Diversion Program to others in similar situations."




● Strongly Agreed ● Agree

In addition to the previous rating questions, each survey has room for comments regarding any of the aforementioned questions. The following are the responses (verbatim).

- In terms of the actual program I do note that I did feel respected throughout and I would like to reaffirm that there were no issues there. I do feel like program did give me the opportunity to reassess my driving behaviors and skills, although I can't say I would necessarily recommend this to everyone as I don't believe that everyone in my scenario would necessarily be receptive to a program such as this.
- Haroon was an amazing facilitator from beginning to end of this program. He was so sweet and understanding, so patient, and never shamed us for our mistakes. He reminded us that we are all human will make mistakes but we are always able to improve and learn from our experiences, and that is exactly how I felt completing this program.
- This program made me to think about my driving skills. All the opinions from fellow participants were helpful for me. Even the host was so resourceful and experienced. He shared so much information with us and educated all of us about driving.
- I was initially nervous and didn't even know if I wanted to do the program. But one day I met Sam at the gym while I was working and she started telling me about where she works. She was very nice and assured me that Haroon is also very kind. Although I was initially nervous, I decided to attend the first meeting and it went very well. I learned a lot, I'm glad I decide to join the program. Everyone I have met from Touchstone has been very kind, and I'm thankful to have had the opportunity to participate in this program and reevaluate my driving to ensure a safer community for everyone.

Participant Feedback



Participants are then asked to share their comments on **Accessibility**. Below are their comments verbatim to the question: ***"How can Touchstone make it easier for you to access our services?"***

- Touchstone was actually very accommodating in my experience. The entire process was fairly straightforward and easy to understand.
- Everything is well organized.
- The facilitator scheduled all the meetings in the evening so that it will be easier for everybody like it won't affect our work schedule.
- Overall my experience was very accessible since everything was completed online and communication was done via emails.
- I would say there's no real need at least for me, as I have internet access and a computer it was very easy to access the meetings and documents that needed to be completed.
- Zoom meeting after working hours is good!
- The program I took is through Zoom. I just feel it could leave participants a more profound effect if violators shatter their thoughts face to face.
- Since everything was online, it was very convenient for me to meet on zoom and communicate with Haroon via email. Haroon was always accessible whenever I had any questions about the program.
- I think Touchstone is great. It not only gives people who make mistakes while driving a chance to correct them, but also makes people realize their mistakes of driving improperly. This will enable everyone to drive more properly and safely in the future. This is very beneficial to the road environment and the personal safety of others.
- It's already online with reasonable hours. I find it easy for me to access.

Participant Feedback



Participants were asked if they had any **Additional Comments** to share.

The following are verbatim of those comments, from the final section of the feedback survey.

- I have nothing more to say, except for thank you for allowing me to take this program.
- Thank you for organizing this program to educate young drivers on road safety and awareness rather than the traditional punishment of a ticket. I think this gives new drivers a chance to learn to be more mindful while on the road rather than paying off a ticket and moving on and repeating the same mistakes.
- I think this kind of program should be available in all the cities; moreover, ICBC should also run similar programs or surveys to educate drivers about road safety and driving skills. I'm glad I took this opportunity and attended this program.
- I actually preferred the fact that we did a post assessment together as a group straight after. It actually helped to listen to others and their feedback on how they would do things differently. I think people learn best from others irrespective if it would be positive or negative. I really appreciate Touchstone for giving people the opportunity to learn and educate themselves rather than the old school discipline. A fine can easily be handed and paid, however, what if people genuinely didn't know they are doing wrong. It is safe to say we live in a province with many different cultures and a new place can be overwhelming. Mistakes are bound to be made in complete ignorance. This gives people the opportunity to learn more.
- I have nothing more to say, except for thank you for allowing me to take this program.
- My suggestion is to add a personal idea of road rules, which will help regulate the road driving environment. And the city will pay more attention to road safety issues to reduce more unnecessary accidents.
- It's been helpful and easy to access. I hope more people can benefit from this program, and improve Richmond driving environment.
- Wish this program can help more people to drive safer!

Next Steps in Driver Diversion



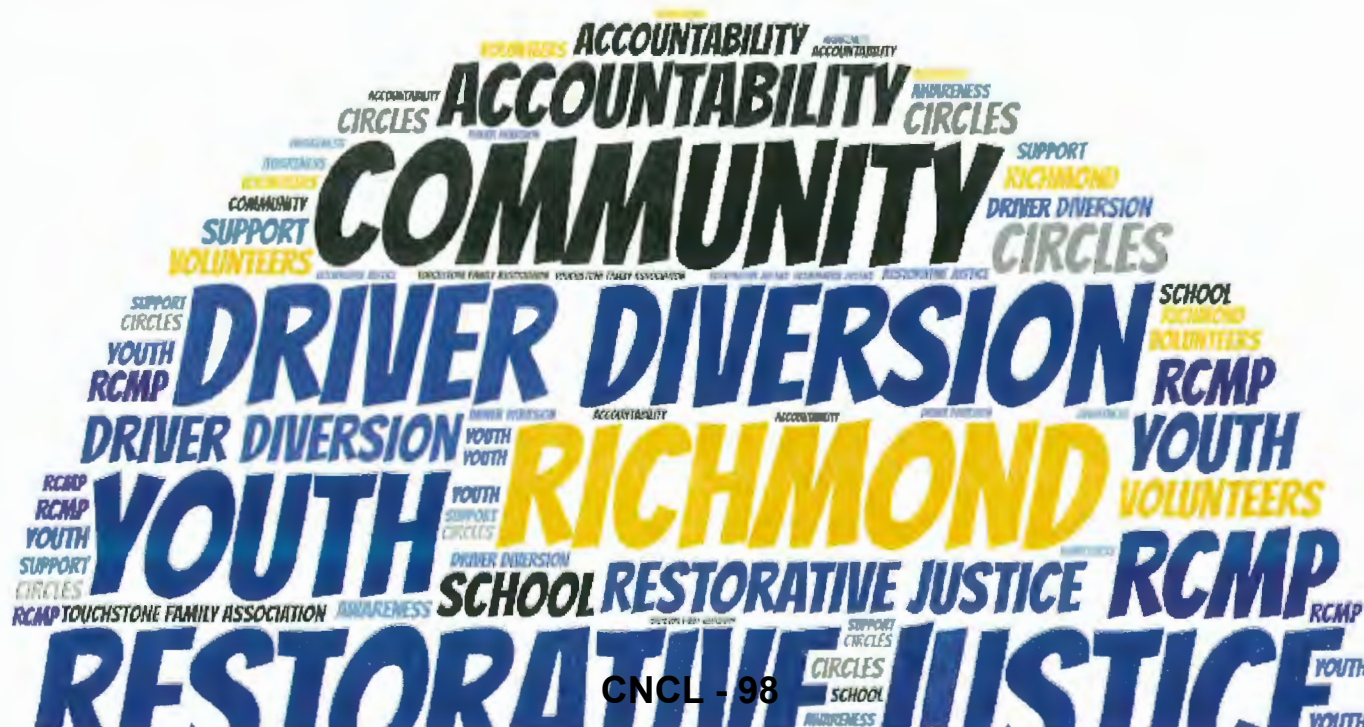
Accountability through Restorative Practices: Growing Richmond's Driver Diversion Program

Over the fourth quarter of 2024, the Driver Diversion Program ran two groups, each with six participants, all of whom successfully completed the program. Feedback surveys revealed that participants deeply reflected on their experiences and gained a more profound understanding of the impact of their distracted driving offenses. The restorative justice practices and principles embedded in the program played a pivotal role in this process. By fostering an environment where participants felt safe, heard, and respected, the program allowed them to take responsibility for their actions while still being supported through a constructive, non-punitive approach. This balance between accountability and empathy empowered participants to make meaningful changes in their driving behaviors.

Looking ahead to 2025, there is great optimism about expanding the program to reach even more drivers in the city of Richmond. The goal remains clear: to create safer streets and encourage responsible driving behaviors that protect all members of the community. With the success of the pilot program, we are excited to continue growing this initiative and making a lasting, positive impact on the roadways in Richmond.

This success also highlights that restorative justice principles and practices can be applied beyond traditional circles, offering a powerful tool for addressing a variety of challenges in different settings. Moving forward, the potential to expand restorative justice into other areas holds great promise, as it fosters healing, responsibility, and community-focused solutions. Touchstone is proud to be the host.

Touchstone takes pride in being the contracted service provider for restorative justice in the city of Richmond, and we are grateful for our continued partnership with the RCMP to support the growth and success of the Driver Diversion Program.



Report Summary



Final Thoughts

Restorative Justice focuses on offering all parties in a conflict the chance to actively participate in a secure and respectful process, fostering open communication among the victim, offender, and community. This approach shifts the focus from punishment to healing, ensuring that everyone involved has an opportunity to share their perspectives and contribute to the resolution.

For offenders, it emphasizes accountability and responsibility for the harm they've caused, allowing them to understand the deeper impact of their actions. For victims, it offers a platform to express the emotional and psychological effects of the harm and ask any important questions that may support their healing journey. For the communities of both the victim and offender, it encourages greater understanding of the root causes of conflict and the collective responsibility in preventing future harm. Through this inclusive and compassionate process, restorative justice fosters reconciliation, healing, and long-term positive change.

As we reflect on this year's efforts, we recognize the profound impact of restorative justice in building stronger, more empathetic communities. We remain committed to expanding these practices, supporting those affected, and continuing to work toward a future where healing and understanding take precedence over punishment.

Community involvement in Restorative Justice is one of the core components of the approach, as it emphasizes the importance of collective engagement in the healing process. Feedback from the community plays a crucial role in understanding the effectiveness of the overall restorative experience, as it provides valuable insight into how well the program meets the needs of all involved parties.

As evident in this outcome report, program participants have expressed high levels of satisfaction with the process. The Restorative Justice Program effectively addresses the needs of young people and the broader community by focusing on repairing harm, restoring the moral bond within the community, and instilling a sense of responsibility and accountability in the young person. This collaborative approach not only helps individuals move forward, but also strengthens the social fabric of the community as a whole.



In addition, we are proud to highlight the successful launch of the Driver Diversion Program, which offers an innovative and impactful approach to addressing driving-related offenses. This new initiative builds on our commitment to restorative practices by providing individuals with an opportunity to repair harm through education and reflection, rather than punitive measures. We look forward to continuing this program and expanding our efforts to build on our existing restorative justice programming. Together, we aim to create lasting change, support personal growth, and contribute to the overall well-being of the community.

We look forward to continuing our program and expanding our reach into 2025!

Statement of Income

Restorative Justice Statement of Income for 2024:

	Jan to Mar 2024	Apr to Jun 2024	Jul to Sept 2024	Oct to Dec 2024	Total 2024	YTD Budget 2024	Variance	Annual Budget
Revenue								
Grant from City of Richmond	25,175	25,175	25,175	25,175	100,700	100,700	0	100,700
Expenses								
Wages & Benefits	23,175	23,175	23,175	23,175	92,700	92,700	0	92,700
Rent	2,000	2,000	2,000	2,000	8,000	8,000	0	8,000
Mileage	0	0	0	0	0	0	0	0
Telephone	0	0	0	0	0	0	0	0
Office Supplies	0	0	0	0	0	0	0	0
Supervision	0	0	0	0	0	0	0	
	25,175	25,175	25,175	25,175	100,700	100,700		100,700
Net Surplus (Deficit)	0	0	0	0	0	0		

Restorative Justice Budget for \$100,700 Contract to cover 2025:

January 1 - December 31, 2025			
	Annual	Monthly	Quarterly
Wages & Benefits	\$92,700.00	\$7,725.00	\$23,175.00
Rent	\$8,000	\$666.67	\$2,000.00
Mileage	0	0	0
Cell Phones	0	0	0
Office Expense	0	0	0
Supervision	0	0	0
	\$100,700.00	\$8,391.67	\$25,175.00




City of Richmond

Report to Committee

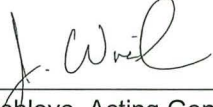


To: General Purposes Committee **Date:** April 25, 2025
From: Mark Corrado **File:** 12-8350-05/Vol 01
Director, Community Bylaws and Licencing
Re: **Endorsement of UBCM Resolutions – Soil and Other Material Tracking
Resolution and ALC Compliance and Enforcement Ticketing Resolution**

Staff Recommendations

1. That the proposed resolution (Attachment 1) that calls for the Government of British Columbia (the Government) to mandate that all soil and other material to be removed and moved from source and deposit sites covered under Agricultural Land Commission Act (ALC Act) and Regulations within the Province of British Columbia (the Province) be monitored and tracked by individual truckload using appropriate technology to ensure source site soil and other material is taken only to approved sites within the Province, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention; and
2. That the proposed resolution (Attachment 2) that calls for the Government of British Columbia to give the Agricultural Land Commission (ALC) Compliance and Enforcement staff the authority to ticket property owners and corporations who are responsible for the unauthorized filling of Lands within the Agricultural Land Reserve (ALR) and other issues of non-compliance related to the ALC Act and associated regulations, be endorsed and forwarded to the UBCM for consideration during its 2025 Convention.


Mark Corrado
Director, Community Bylaws and Licencing
(604-204-8673)

Att. 2

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Intergovernmental Relations & Protocol Unit	<input checked="" type="checkbox"/>	 _____ Jim Wishlove, Acting General Manager
Engineering	<input checked="" type="checkbox"/>	
Climate & Environment	<input checked="" type="checkbox"/>	
Building Approvals	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
City Clerk	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO  _____

Staff Report

Origin

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

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

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

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

Analysis

The unregulated movement of soil and other material within the Province has created significant agricultural and environmental issues and risks for British Columbians. The willingness of some property owners both within Richmond and throughout the Province to allow for the unauthorized dumping of soil and other material has garnered significant media and public attention. However, law enforcement and regulatory staff from local government and provincial agencies have taken action to stop such activities and prosecute post-filling.

Mandating Soil Monitoring and Tracking

Nonetheless, enforcement action remains weighted towards response and there is a significant opportunity to implement proactive and preventive measures. Most importantly, there is no requirement for rigorous tracking of soil movement using technology within the Province. The lack of tracking of source sites results in costs to communities and creates complexity and confusion. The costs related to unregulated/unauthorized filling include, but are not limited to, the long-term negative impacts to farmland, watercourses, and the overall environment. Moreover, there are substantial financial costs to taxpayers given the staffing and resources required to stop such activities and/or oversee the removal of the offending material and remediation of impacted lands. In addition, there are significant costs incurred by the land owner's found in non-compliance who have to remove unauthorized soil and then remediate their property(ies).

To mitigate the above risks, a new prevention-based approach to soil regulation is required and it is recommended that Council support the proposed UBCM resolution in Attachment 1. With advances in technology, which offer the ability to track trucks and other vehicles, the Province and Local Governments have an opportunity to be more proactive in ensuring soil and other material is not being relocated onto lands where it is not permitted to be deposited. Understandably, the implementation of soil tracking technology will require legislative changes, additional resources and the creation of administrative framework. Urging the Province to mandate the monitoring and tracking of soil indirectly supports Council's leadership in

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

Authorizing Enforcement Staff to Issue Fines

A significant part of the ALC's mandate is "to preserve agricultural land". To do so, the ALC has created an enforcement regime for ALC Compliance & Enforcement officers and ALC officials. That process sets out a number of actions staff may undertake in order to compel property owners to obtain compliance with the *ALC Act* and associated regulations. The process as set out by the ALC is progressive in nature and includes the following actions that may be undertaken:

- Verbal communication
- Compliance Notice
- Stop Work Order
- Remediation Order
- Notice of Contravention
- Directive Order
- Administrative Penalty
- Court Process

Currently, only the ALC's Chief Executive Officer may "impose discretionary financial penalties on those failing to comply with the *ALC Act*, the Regulation or orders of the commission" to a maximum of \$100,000 per single contravention. Subsequent contraventions can result in additional penalties. Unlike the City of Richmond's Soil Bylaw Officers, ALC Compliance and Enforcement staff do not have the authority to issue fines to those found in non-compliance.

Given the ALC staff's lack of authority to impose incremental fines, it is recommended that Council support the proposed UBCM resolution shown in Attachment 2. Allowing the ALC to impose incremental fines will not only prove a significant tool for Provincial law enforcement but could have the added benefit of reducing law enforcement burden on Local Government bylaw enforcement.

Financial Impact

None.

Conclusion

The proposed UBCM resolutions are designed to strengthen compliance with the *ALC Act* and its associated regulations. Ultimately, these measures will not only help preserve the City's environmental and farmland vitality but will serve all communities throughout the Province.

April 25, 2025

- 5 -



Mark Corrado
Director, Community Bylaws and Licencing
(604-204-8673)

- Att. 1: Draft UBCM resolution in support of the Government of British Columbia mandating the monitoring and tracking of all soil and other material from all source sites – using appropriate technology – within British Columbia.
- 2: Draft UBCM resolution in support of the Government of British Columbia authorising that ALC Compliance and Enforcement staff have the authority to individually ticket and fine property owners and corporations.

Attachment 1

Proposed Council Resolution Urging that the Government of British Columbia Mandate the Monitoring and Tracking of Soil and Other Material from All Source Sites in British Columbia Using Appropriate Technology

WHEREAS the movement and subsequent deposition of soil and other material has the potential to negatively impact all Lands – including ALR Lands – within the Province of British Columbia;

AND WHEREAS local governments, the Agricultural Land Commission and other Provincial agencies must address issues and related impacts associated to the movement, removal, and deposition of soil and other material which often requires enforcement measures to be taken;

AND WHEREAS the movement, removal, and deposition of soil and other material has the potential to negatively impact the environment, farmland, private and public property and infrastructure;

AND WHEREAS the removal of soil and other material from Lands located within municipalities in British Columbia is not mandated by local governments or the provincial government to be tracked using available GPS and logistics management software technology;

AND WHEREAS a variety of technological solutions exists to track soil and other material transferred between sites;

THEREFORE BE IT RESOLVED that the City of Richmond urge the Government of British Columbia to mandate that all source and deposit sites that fall within the jurisdiction of the Agricultural Land Commission in the Province of British Columbia in which soil and other material is to be removed be monitored and tracked using appropriate technology to ensure source site soil and other material is taken only to approved sites within the Province.

Attachment 2

Proposed Council Resolution Urging the Government of British Columbia to Authorize that ALC Compliance and Enforcement Staff be provided the Authority to Ticket and Fine

WHEREAS currently only the ALC's Chief Executive Officer has the authority to issue an Administrative Penalty ie. financial penalty against an individual or company found to be in non-compliance with the ALC Act and associated regulations;

AND WHEREAS currently ALC Compliance and Enforcement staff do not have the authority to ticket and fine an individual or company found to be in non-compliance with the ALC Act and associated regulations;

AND WHEREAS providing additional administrative tools to ALC Compliance and Enforcement staff in order to obtain compliance will provide the potential to obtain compliance faster and at less cost to the Government of British Columbia;

THEREFORE BE IT RESOLVED that the City of Richmond urge the Government of British Columbia to authorise that Agricultural Land Commission (ALC) Compliance and Enforcement staff be provided the authority to individually ticket and fine property owners and others responsible for the unauthorized filling of Lands within the ALR and other issues of non-compliance related to the ALC Act and associated regulations.



City of Richmond

Report to Committee

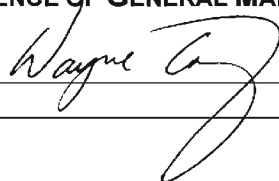
To: Planning Committee
From: Joshua Reis
Director, Development
Date: May 8, 2025
File: RZ 25-009451
Re: **Early Council Review Process – Official Community Plan Amendment and Rezoning Application at 13131, 13111, 13031, 12931 and 12771 No. 2 Road**

Staff Recommendation

That the proposed Official Community Plan (OCP) amendment be considered concurrently with the rezoning application, and that staff work with the applicant to consider the comments provided by Council as part of the comprehensive and technical review of the rezoning application.

Joshua Reis
Director, Development
(604-247-4625)

Att. 4

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

Staff Report

Origin

The purpose of this report is to provide information and to seek early input from Council about the proposed Official Community Plan (OCP) amendment and rezoning application (RZ 25-009451) for a commercial and residential mixed-use development at 13131, 13111, 13031, 12931 and 12771 No. 2 Road, submitted by Jim Pattison Developments. A site location map is provided in Attachment 1. The proposed rezoning application involves a proposed amendment to the land use map designations in OCP Bylaw 9000 Schedule 1 and OCP Bylaw 7100 Schedule 2.4 (Steveston Area Plan), generally from an industrial to mixed-use designation.

This report is aligned with the September 23, 2024, Council Resolution:

That staff bring forward all new rezoning applications involving a major amendment to the City's Official Community Plan for early review by Planning Committee and Council, as described in the report titled "Early Review of Rezoning Applications Involving a Major OCP Amendment", dated August 22, 2024, from the Director, Development.

This report provides a high-level summary of the proposed development, including land use, floor area and building height. Conceptual plans provided in Attachment 2 are for information and reference purposes and are subject to change during the application review process. City staff welcome early input from Council, particularly in relation to:

- The OCP and proposed amendments arising from the rezoning application; and
- The overall proposed development concept and land use.

Any comments provided by Council will be used to inform City staff's technical review of the subject application. Council's consideration of this report does not restrict its future consideration of the OCP amendment or the rezoning application. Formal consideration of the change in OCP land use designation would be the subject of a future staff report.

Background – Previous Development Permit Application

A previous Development Permit Application (DP 22-019632) was submitted for properties at 13131, 13111, 13031 and 12931 No. 2 Road proposing a commercial self-storage redevelopment that complied with the site's existing "Light Industrial (IL)" zoning. This application encountered significant community opposition throughout the processing of the application, which included a developer-led public engagement drop-in open house that provided information about the proposal and an opportunity for community feedback. The commercial self-storage Development Permit application did not proceed and was withdrawn by the applicant on October 7, 2024. An alternative mixed-use (commercial and residential) development proposal has been submitted, which is the subject rezoning application outlined in this report.

Findings of Fact

Site Description

The subject site is located at the southern terminus of No. 2 Road between No. 2 Road to the east, and Dyke Road to the south and west. It is the consolidation of five lots that form a triangle of land. The site was previously used for industrial storage of fishing equipment, but those spaces are now vacant. At the north end of the subject site, there is an occupied single-family home. The area of the consolidated site is 14,355 sq. m (154,516 sq. ft.).

The subject site is surrounded by four-storey residential buildings to the north, three and four-storey commercial and residential mixed-use buildings to the east and industrial storage/boat dryland storage, parking and marina to the south and west associated with Steveston Harbour Authority marina activities.

Project Description

The following development summary is based on the initial rezoning application received by the City in March 2025. Preliminary site plan drawings and building elevations are contained in Attachment 2. City staff have not yet undertaken a comprehensive technical review of the application and its compliance with City policies and regulations at this time. Early input comments received from Council will inform the application review process.

Form of Development	<ul style="list-style-type: none"> • Six-storey commercial and residential mixed-use building with a two-storey podium and two four-storey buildings above and vehicle access from No. 2 Road.
Land Uses	<ul style="list-style-type: none"> • Commercial: Retail • Residential: Townhouse and apartment
Density	<ul style="list-style-type: none"> • Total floor area: 19,657 sq. m (211,513 sq. ft.) <ul style="list-style-type: none"> ○ Commercial floor area: 1,771 sq. m (19,061 sq. ft.) ○ Residential floor area: 17,886 sq. m (192,452 sq. ft.)
Building Height	<ul style="list-style-type: none"> • Storeys: Six-storeys • Metres: 27.3 m (89.5 ft.)
Residential Tenure	<ul style="list-style-type: none"> • Total number of units: 223 <ul style="list-style-type: none"> ○ Market strata: 132 units - 11,545 sq. m (124,273 sq. ft.) ○ Affordable Housing (Low End Market Residential - LEMR): 45 units - 3,302 sq. m (35,547 sq. ft.) ○ Market Rental: 46 units - 3,032 sq. m (32,632 sq. ft.)
Parking	<ul style="list-style-type: none"> • 422 total off-street vehicle parking stalls • 283 Class 1 bike parking spaces • 51 Class 2 bike parking spaces

Analysis

Preliminary Policy Assessment

Official Community Plan/Steveston Area Plan

The current OCP land use designation in Schedule 1 (Bylaw 9000) for the subject properties is Industrial. The subject properties are located in the Steveston Area Plan, Schedule 2.4 (Bylaw 7100), which also designates the properties as Industrial (Attachment 3). OCP and Steveston Area Plan Industrial land use designations generally include activities involving the manufacturing, processing, assembling, fabrication, storing, transporting, distributing, testing, servicing or repairing of goods, materials or things.

The proposed commercial and residential mixed-use development would require an OCP amendment to Schedule 1 (Bylaw 9000) and Steveston Area Plan, Schedule 2.4 (Bylaw 7100) to redesignate the subject properties from Industrial to Mixed-Use (commercial and residential uses). Through the staff review of the rezoning application, an assessment of the impacts of redesignating industrial land within the surrounding land use context of the subject site and impacts to the city-wide industrial land base will be undertaken.

In accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043), formal consultation with applicable external stakeholders will be conducted as part of the technical review and referral to agencies including, amongst others, the Steveston Harbour Authority and the Board of Education of School District No. 38

Preliminary feedback on the proposed change of use with the Steveston Harbour Authority and Board of Education of School District No. 38 has indicated no general opposition to residential uses, subject to: management of land use adjacency to harbour/marina operations and school capacity assessment within the surrounding catchment area of primary and secondary schools.

Affordable Housing Strategy

The Affordable Housing Strategy and associated Low-End Market Rental (LEMR) program requires this project to provide built LEMR housing units incorporated into the project. For developments outside of the City Centre, LEMR program requirements establish that at least 10 per cent of the residential (habitable) floor area is to be provided as built LEMR units.

The subject rezoning application is proposing to provide approximately 17 per cent floor area as built LEMR units, which exceeds the 10 per cent minimum requirements identified in the LEMR program. The project proposes to cluster and locate the built LEMR units in the residential building that fronts No. 2 Road on the east side of the development site. Other related details about the LEMR housing units (unit composition, ownership and operation, parking, access to indoor/outdoor amenity) and the density bonus approach will be addressed through the application review process and presented to Council for consideration.

OCP Market Rental Housing Policy

The OCP Market Rental Housing Policy requires this project to provide built market rental housing units to be incorporated into the project. The policy requires 15 per cent of the residential (habitable) floor area (excluding floor area secured as affordable housing LEMR units) to be secured for the built market rental housing units.

The subject rezoning application is proposing to provide approximately 22 per cent of residential floor area (excluding floor area secured as market rental units) as built market rental housing units, which exceeds the 15 per cent requirement identified in the policy. This project proposes to locate market rental units in the same building as the LEMR housing units in the east portion of the site fronting No. 2 Road. Other related details about the market rental housing to be incorporated into this project and density bonusing that may be applicable will be addressed through the application review process and presented to Council for consideration.

Environmentally Sensitive Area (ESA) and Riparian Management Areas (RMA)

An ESA designation applies to the western edge of the subject site, which is a result of the area's adjacency to the foreshore. An existing RMA (15 m designation) exists along the southern edge of the site and is associated with an open watercourse that is part of the City's storm drainage infrastructure.

The proposed development includes a 15 m RMA setback along the southern edge of the subject site in response to the City's Riparian Management Area regulations contained in the City's Zoning Bylaw and related Provincial watercourse regulations.

The applicant has submitted an ESA / RMA Assessment as part of the subject application. An ESA and RMA strategy will be developed through the application review process to identify the overall approach to ecological habitat management, preservation, mitigation and compensation as part of this development proposal and confirm compliance with existing zoning and provincial regulations.

Tree Protection – Bylaw 8057

The applicant has submitted a tree management plan, arborist report and conceptual landscape plan in support of the subject application. This includes tree replacement and protection plans and streetscape design. Staff will review these plans as part of the application review process to assess their suitability and compliance with City policies and regulations.

Flood Plain Designation and Protection - Bylaw 8204

The subject application will be reviewed to ensure it addresses items related to minimum flood construction level elevations for habitable floors of the development (commercial and residential floor areas). This includes assessing existing dike infrastructure and required upgrades.

Preliminary Urban Design Assessment

Site Condition

The subject site is currently vacant except for a single-family dwelling located in the north-east corner of the site. The site contains a mixture of existing landscaping and hard surfacing areas.

Neighbouring Land Uses and Adjacent Building Form and Character

North: Four-storey residential apartments with gable and pitched roof design. A public path is sited between the subject site and residential uses to the north. The height of these buildings is approximately 13.3 m (measured from above the parkade level).

East: Three to four-storey commercial and residential mixed-use buildings with a mix of flat and pitched roofs, and commercial uses at grade. This area (London Landing) includes a range of commercial uses permitted under existing zoning. Three-storey buildings are approximately 12 m in height. Four-storey buildings are approximately 19.8 m to 20.7 m in height.

South: Single-storey light industrial storage sheds and shipping containers, drydock boat storage and other marina-related activities.

West: A marina and supporting dock structures. This area is under the jurisdiction of the Steveston Harbour Authority. Through the processing of the rezoning application, consultation with Steveston Harbour Authority would be undertaken to obtain their comments and input on the proposal in accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043).

Proposed Development

The proposed six-storey development has been designed to support the mixed-use character of London Landing to the east and includes a mix of townhouse frontages and pedestrian-focused retail uses at grade. The proposed townhouse uses front Dyke Road along the southern and western edges of the subject site, while the proposed commercial uses front No. 2 Road along the eastern edge of the subject site and wrap around at the northern edge along the proposed new road connection between Dyke Road and No. 2 Road. The proposed commercial uses on the No. 2 Road would be located opposite existing ground-floor retail uses and would create a dual-fronted retail node at the southern terminus of No. 2 Road.

The proposed development includes a contemporary interpretation of traditional local shipyard building design, mimicking vertical cladding and pitched roof forms. Preliminary building elevations received by the City as part of the subject application are included in Attachment 2. A Development Permit will also be required to address matters related to urban design, form and character of the development and on-site landscaping. Further detailed review of these items will occur as part of the technical review of the rezoning application and further refined at the Development Permit stage.

Preliminary Site Access, Grading and Servicing Infrastructure Assessment

Site Access

The proposed vehicle access to the development is located along No. 2 Road, mid-block of the subject site, providing access to off-street parking, loading and other areas in the parkade. A new road is also proposed to connect Dyke Road and No. 2 Road along the northern edge of the subject site and is consistent with an existing policy in the Steveston Area Plan that encourages a new road connection in this area. The proposed road design would be required to consider the adjacent public path to the north and address other matters related to existing trees/landscaping and alignment of City-owned land in this area. The proposed vehicle access, traffic impact assessment and road connection will be assessed by staff through a technical review of the rezoning application

Off-Site Infrastructure

Existing dike infrastructure is located along the subject site's Dyke Road frontage on the north, (thin strip of land), along with western and southern portions of the subject site. Dike infrastructure related works and improvements will be assessed as part of the technical review of this rezoning application. Any required Dike infrastructure works, including but not limited to dike related land dedication and grade increases, will need to be addressed through the processing of the application.

Site Grading

The current site condition has grade differences that generally have a higher grade along the western edges of the subject site that slope to a lower grade along No. 2 Road to the east. The higher site grade is associated with existing Dike infrastructure on the western and southern edges of the site. The proposed development will need to consider infrastructure improvements that may include grade increases along Dyke Road resulting from required dike infrastructure works identified through the technical review of the rezoning application.

Public Correspondence Overview

Early mailed notification informing residents and property owners in the surrounding area of the subject application has been conducted. City staff have received approximately five phone calls and 12 email submissions as of the date of this report. A copy of the correspondence received to date is provided in Attachment 4.

A general overview of the comments and questions received includes:

- Residents requesting information about the proposal and rezoning process, and how to provide comments.
- Concerns and objections to the overall six-storey height and related massing of the project in relation to the surrounding height of existing developments.
- Concerns about impacts to existing views and sunlight/shadowing impacts from the proposed development.

- Transportation related comments and concerns about impacts from traffic generated from the proposed development, and concerns about the capacity of the existing road network to adequately support existing and proposed new traffic.
- Concerns about the proposed development's impact on existing on-street parking capacity, where existing uses and activities (existing daycares noted) already pose challenges to on-street parking in the surrounding neighbourhood.
- Concerns noted about existing trees and habitats located on-site and in neighbouring areas would be impacted by the proposed development.
- Concerns and comments about emergency services and response times for this proposed development.

Through the technical review of the application, the following items will be required and assessed in conjunction with rezoning processing:

- Site access and Traffic Impact Analysis.
- Shadow study.
- Site grading and elevations.
- Biophysical Inventory and Environmental Assessment.
- Arborists report.
- Review of servicing capacity, infrastructure and development of servicing requirements.
- Review by Richmond Fire Rescue.

All public correspondence received through the processing of the subject application will be considered by staff through the processing of the application and provided to Council in a future rezoning report.

Next Steps

Should Council endorse the recommendations of this report, the proposed change in OCP land use would be considered concurrently with the review of the rezoning application, and the input provided by Council will be used to inform the comprehensive and technical review of the application. City staff will then undertake a comprehensive technical review of the rezoning application and will engage with appropriate external stakeholders in accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043). Developer-led community engagement and consultation are anticipated and will include appropriate public notification.

Following City staff's review of the proposal and public input received, the project and associated bylaws will be forwarded to Council for formal consideration. Should Council grant first reading of the associated bylaws, a Public Hearing would be required, given an OCP amendment is proposed.

Financial Impact

None.

Conclusion

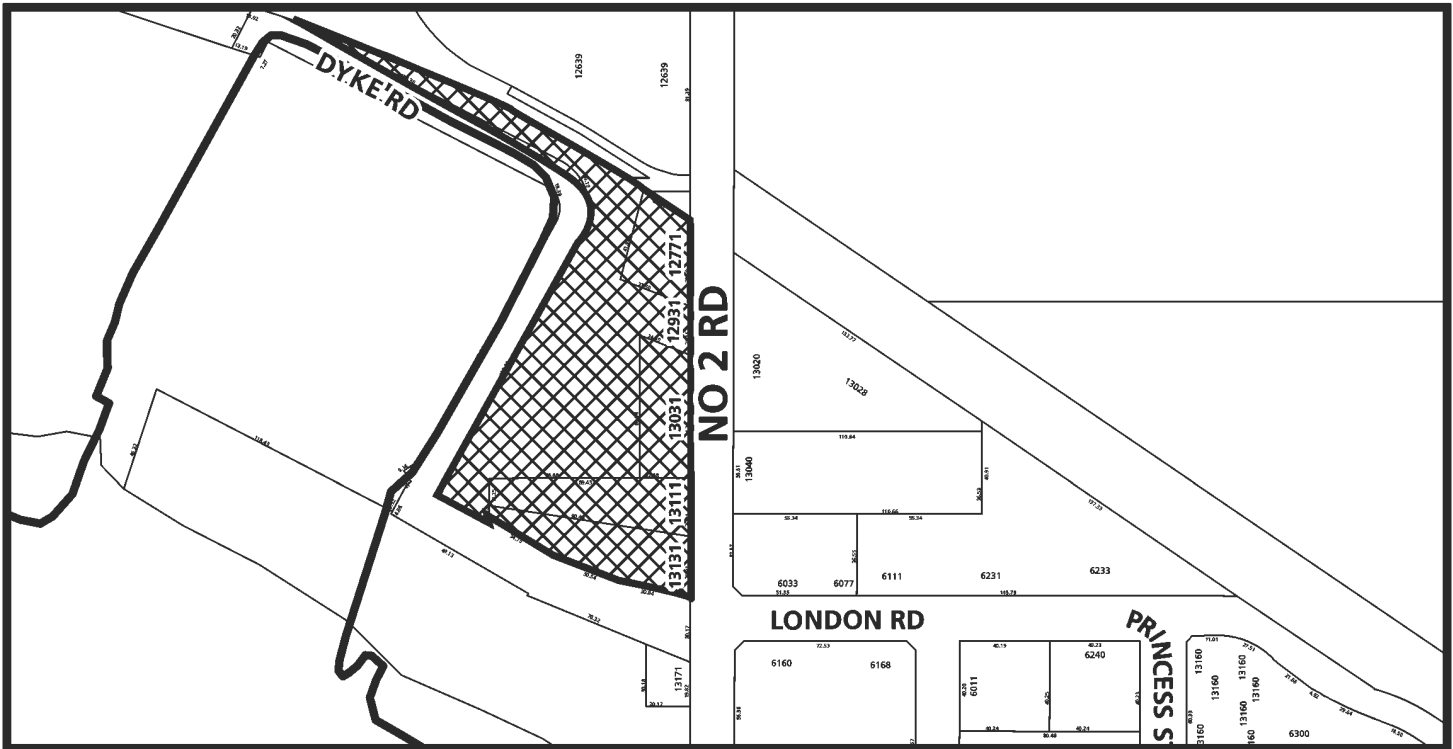
This report was prepared to provide information on a proposed rezoning application for a commercial and residential mixed-use development at 13131, 13111, 13031, 12931 and 12771 No. 2 Road. This proposal also requires an amendment to the OCP (Schedule 1 and Schedule 2.4 – Steveston Area Plan). The early input of Council is sought on the proposed development in accordance with Council's direction, and will inform City staff's detailed review of the subject application



Kevin Eng
Planner 3
(604-247-4626)

KE:cas

- Att. 1: Location Map
2: Preliminary Site Plan Drawings
3: OCP (Schedule 2.4) – Steveston Waterfront Neighbourhood Land Use Map
4: Public Correspondence Received



RZ 25-009451

Original Date: 03/20/25
Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 25-009451

Original Date: 03/20/25
Revision Date:

Note: Dimensions are in METRES

ISSUED FOR REZONING - 27 FEB 2025

PROJECT RENDER



PROJECT INFORMATION

ID
001-047-108 | 001-228-595 | 008-780-471 | 001-228-597 | 000-861-944

EQUAL ADDRESS
 OT 144, BLOCK 3N, PLAN NWP27641, SECTION 12 13, RANGE 7W, NW/4
 OT 254, BLOCK 3N, PLAN NWP23956, SECTION 12 13, RANGE 7W, NW/4
 PARCEL 3, BLOCK 3N, PLAN NWP2771, SUBLOT D, SECTION 13, RANGE 7W, NW/4
 OT 1, BLOCK 3N, SUB BLOCK D, PLAN NMP12340, SECTION 12 13, RANGE 7W, NW/4
 OT 2, BLOCK 3N, PLAN NMP12340, SECTION 12 13, RANGE 7W, NW/4

IMC ADDRESS
12771 12031 13031 13111 & 13131 NO 2 ROAD RICHMOND

EXISTING: IL, INDUSTRIAL
PROPOSED: ZM1, MIXED USE

OCCUPANCY
EXISTING: N/A VACANT
PROPOSED: C - MULTI-UNIT RESIDENTIAL
E - RETAIL COMMERCIAL

CNCL - 119

PROJECT CONTACTS

CLIENT
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WWW.JIMPATTISON.COM

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FORMOSIS ARCHITECTURE
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MATSON PECK AND TOPLUSS
MPT ENGINEERING
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E-MAIL: INFO@KEYSTONEE

CIVIL
CENTRAS ENGINEERING
1006 - 2630 CROYDON DR.,
SURREY, BC V3Z 6T3
TEL: (604) 771 3857
E-MAIL: GURDEETCENTRAS@CS

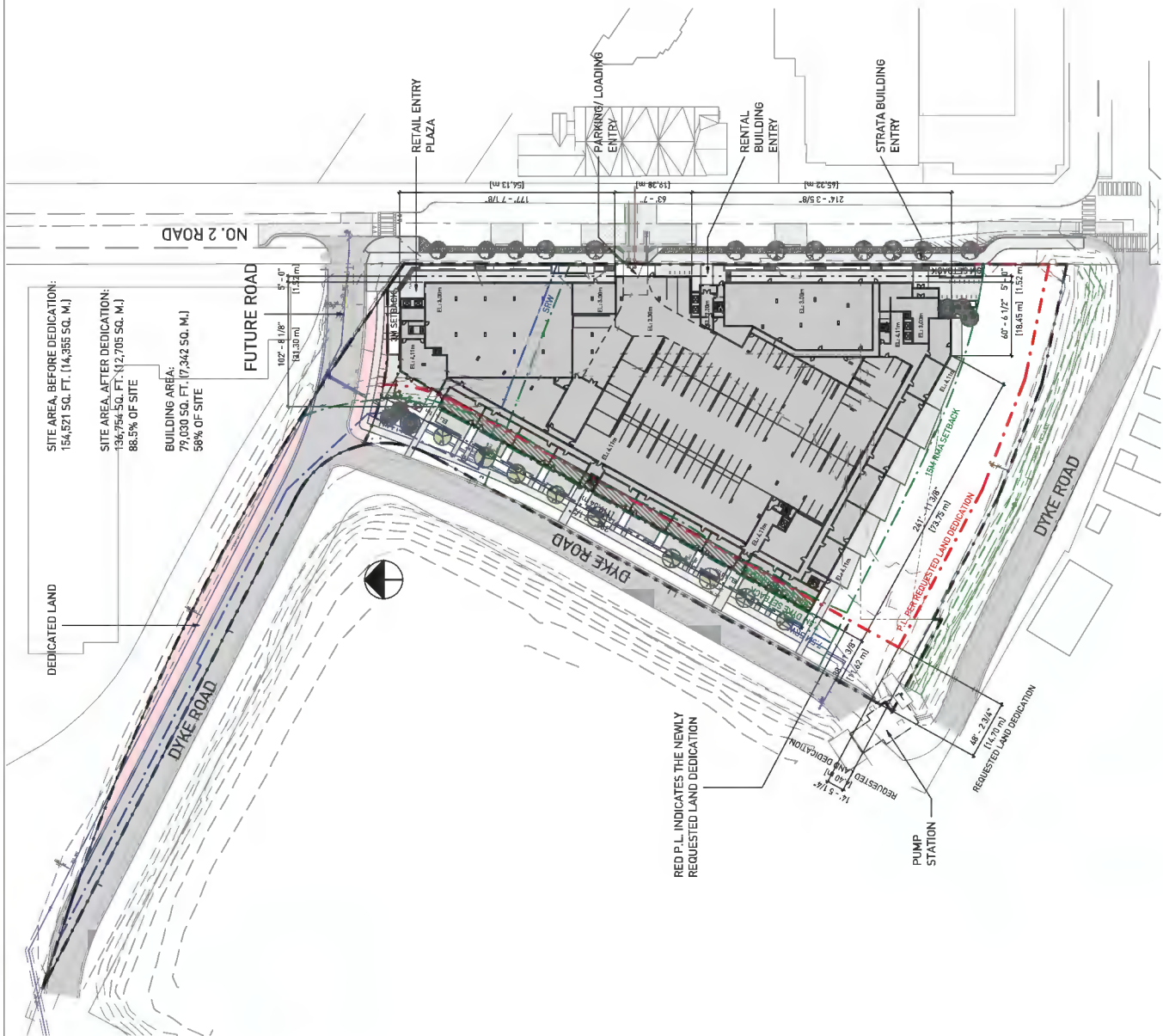
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GEOPACIFIC CONSULTANTS LTD.
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TETA LANDSCAPE ARCHITECTURE
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FAX: (604) 683 1456
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TRAFFIC
SHUNT & ASSOCIATES ENGINEERING
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VANCOUVER, BC V6E 3S7
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EMAIL: VANCOUVER@SHUNTING.COM

LABORIST
BARTLETT CONSULTING
4415 - 64TH ST.,
DELTA, BC V4K 4E2
TEL: (604) 946 1998
WWW.BARTLETT.COM

SITE SUMMARY			
AREA	AREA (acres)		
TOTAL SITE AREA	154,521 SF		3.4955 ± m2
MINIMUM ROAD DEDICATION (ESTIMATE)	17,766 SF		16,650 S17 ± m2
NET SITE AREA	136,755 SF		13,705.0 ± m2
DEVELOPMENT SUMMARY			
ZONE	ALLOWABLE	PROPOSED	
IL	270,000 SF	270,000 SF	
PERM	1,007,550 SF	1,007,550 SF	1,155 FSR
ALLOWABLE AREA	136,755 SF	1,007,550 SF	111,813 SF
FOOTPRINT	9,833 ± m2	111,813 SF	7,245 ± m2
LOT COVERAGE	9,833 ± m2	7,245 ± m2	
BUILDING HEIGHT	75%	58%	
NUMBER OF STOREYS	MAX = 16.0m	27.3m	
SETBACKS	NO. 2 & 4 (East) Dyke Road (West) Dyke Road (North)	6 3.0m 11.62m	
	North	3.0m	
PROGRAMMING SUMMARY			
AREA (SQ/FOOT)	EXCLUSIONS	AREA (NET)	FSR
11,127 SF	0.4'	11,127 SF	0.00 FSR
RETAIL CRU #1	940 SF	0.4'	940 SF
RETAIL CRU #2	15,061 SF	0.5'	15,061 SF
SHO-TO-15	15,061 SF	0.5'	15,061 SF
SHO-TO-15	1,771 m²	0.01	1,771 m²
AREA (SQ/FOOT)	EXCLUSIONS	AREA (NET)	FSR
RESIDENTIAL 1ST FLOOR	18,336 SF	1,062 SF	16,674 SF
RESIDENTIAL 2ND FLOOR	40,598 SF	1,778 SF	39,420 SF
RESIDENTIAL 3RD FLOOR	40,598 SF	1,778 SF	39,420 SF
RESIDENTIAL 4TH FLOOR	40,598 SF	1,778 SF	39,420 SF
RESIDENTIAL 5TH FLOOR	40,598 SF	1,778 SF	39,420 SF
RESIDENTIAL 6TH FLOOR	40,598 SF	1,778 SF	39,420 SF
RESIDENTIAL 7TH FLOOR	1,000 SF	1,000 SF	1,000 SF
RESIDENTIAL SUBTOTAL	200,826 SF	8,174 SF	192,452 SF
	17,660 m²	760 m²	17,660 m²
AREA (SQ/FOOT)	EXCLUSIONS	AREA (NET)	FSR
22,847 SF	8,174 SF	11,513 SF	1.35
OCCUPIED SPACE SUBTOTAL	22,847 SF	760 m²	19,657 m²
AREA (SQ/FOOT)	EXCLUSIONS	AREA (NET)	FSR
BL LEVEL	79,324 SF	76,924 SF	0 SF
BL LEVEL	4,071 SF	4,071 SF	0 SF
BL LEVEL	151,689 SF	151,689 SF	0 SF
BL LEVEL	15,866 m²	15,866 m²	0 m²
AREA (SQ/FOOT)	EXCLUSIONS	AREA (NET)	FSR
22,847 SF	151,689 SF	174,536 SF	1.35
TOTAL AREA	22,847 SF	174,536 SF	1.35

[illegible]6288 JIN ET AL.

**JIM PATTISON
DEVELOPMENTS**

1000

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Architecture
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Vancouver, BC, V6A 2S5
T 604 568 7582
formosis.ca

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The seal of the University of the Philippines is located in the top right corner. It is a circular emblem with a red border containing the text 'UNIVERSITY OF THE PHILIPPINES' and '1908'. Inside the circle is a stylized 'U' and 'P' intertwined. Below the seal, there is a target diagram consisting of a circle with a horizontal line through the center. The left half of the circle is shaded black, and the right half is white.

PROJECT
NO. 2 ROAD
12931-13131 No. 2 Road, Richmond, BC
DRAWING
SITE PLAN

SECTION	DETAILS BY
RICHMOND, BC	FA
DATE	SCALE
FEB 27, 2025	1 : 500

A150

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CONSULTANT

OWNER

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SCALE



PROJECT

NO. 2 ROAD
 12931-1313 No. 2 Road, Richmond, BC

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2416

NO. 2 ROAD
12951-1313 No. 2 Road, Richmond, BC

LEVEL 4-4 PLAN

LOCATION
RICHMOND, BC

DATE
FEB 27, 2025

SCALE
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PROJECT
A214

GFA - RENTAL

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 3 (PODIUM)	17,165 sq'	1,594.66 m²
LEVEL 4	17,165 sq'	1,594.66 m²
LEVEL 5	17,165 sq'	1,594.66 m²
LEVEL 6	17,165 sq'	1,594.66 m²
TOTAL	68,659 sq'	6,378.65 m²

UNIT MIX, RENTAL BUILDING

NAME	COUNT	AREA
A4	8	1,465 sq'
A5	4	462 sq'
B2	44	535 sq'
B3	4	535 sq'
C7	16	819 sq'
C8	1	825 sq'
C9	3	962 sq'
D5	4	1,000 sq'
D6	4	1,064 sq'
D7	3	1,070 sq'
	91	

GFA - STRATA

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 3	23,433 sq'	2,177.81 m²
LEVEL 4	23,433 sq'	2,177.81 m²
LEVEL 5	23,433 sq'	2,177.81 m²
LEVEL 6	23,433 sq'	2,177.81 m²
TOTAL	93,732 sq'	8,708.03 m²

UNIT MIX, STRATA BUILDING

NAME	COUNT	AREA
A1	16	1,480 sq'
A2	8	1,480 sq'
A3	4	1,480 sq'
B1	44	590 sq'
C1	4	864 sq'
C2	4	997 sq'
C3	4	914 sq'
C4	8	890 sq'
C5	4	864 sq'
C6	4	1,008 sq'
D1	4	1,052 sq'
D2	4	1,075 sq'
D3	4	1,175 sq'
D4	3	1,092 sq'
	115	



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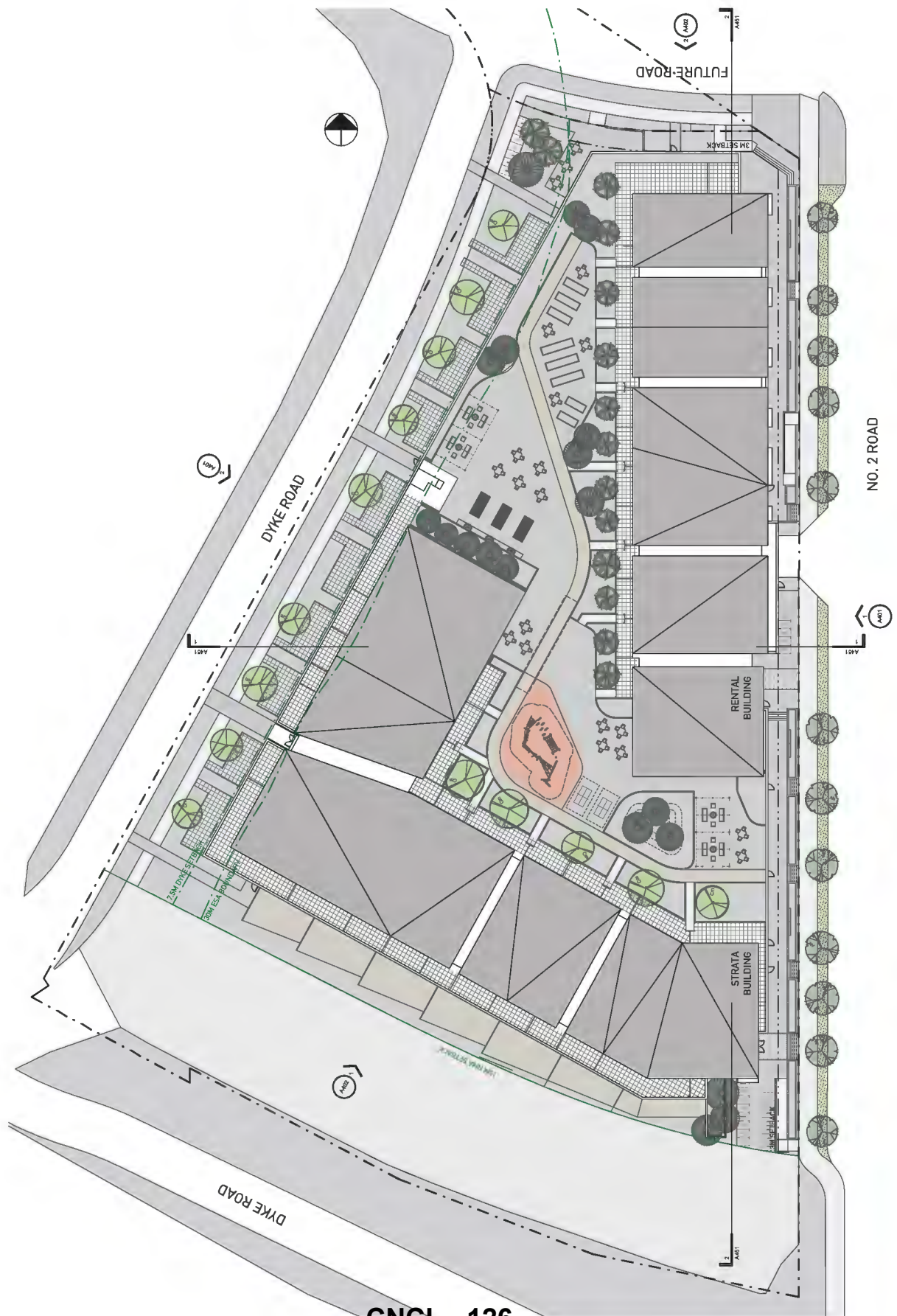


PROJECT
 NO. 2 ROAD
 12931-13131 No. 2 Road, Richmond, BC

COMMENTS
 ROOF PLAN

LOCATION	RICHMOND, BC	DRAWN BY	FA
DATE	FEB 27, 2025	SCALE	1:250
DESIGNER			

A215



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6. *Journal of the American Medical Association*, 2000; 283: 2689-2696.



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FEB 27 2025

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NO. 2 ROAD
12931-13131 No. 2 Road, Richmond BC

ELEVATIONS
CURVES

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CONSULTANT

CONSULTANT

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PROJECT

NO. 2 ROAD
12931-13131 No. 2 Road, Richmond, BC

CONTRACT

ELEVATIONS

LOCATION

RICHMOND, BC

DATE

FEB 27, 2025

SCALE

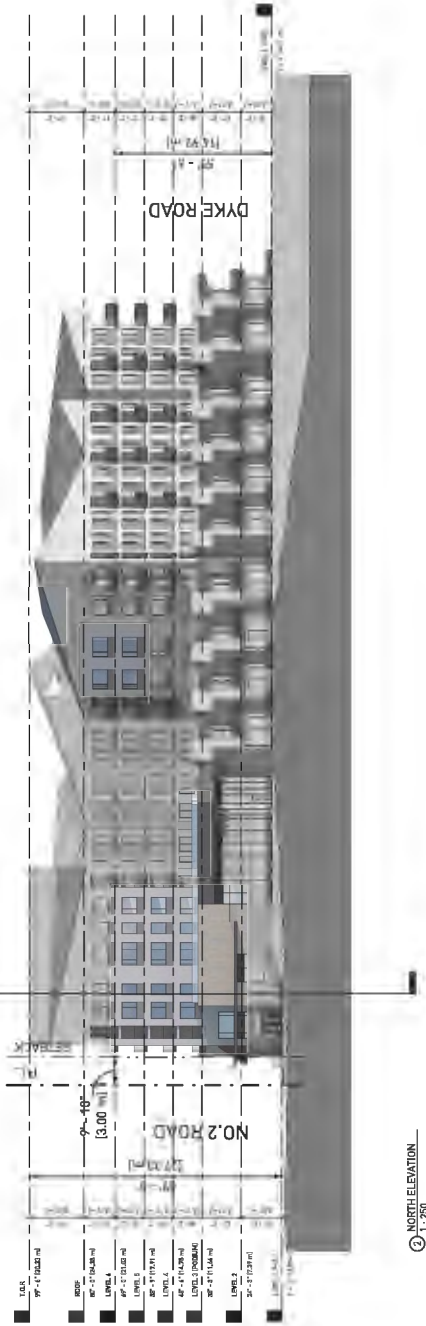
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REVISION

A402



① SOUTH-WEST ELEVATION
1:250



② NORTH ELEVATION
1:250

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CONSULTANT

CONSULTANT

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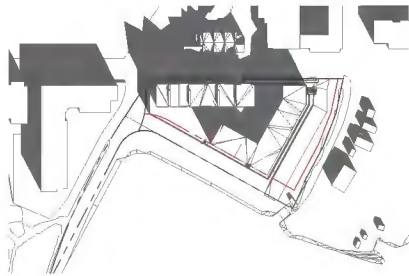


PROJECT
NO. 2 ROAD
12931-13131 No. 2 Road, Richmond, BC

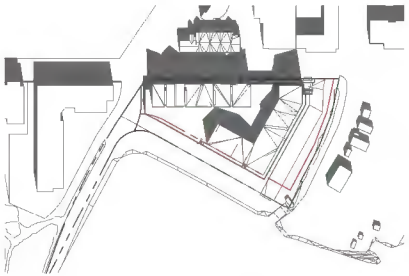
SHADOW STUDY

LOCATION	RICHMOND, BC	DRAWN BY	FA
DATE	FEB 27, 2023	SCALE	1: 2000
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① MAR 21 - 4PM
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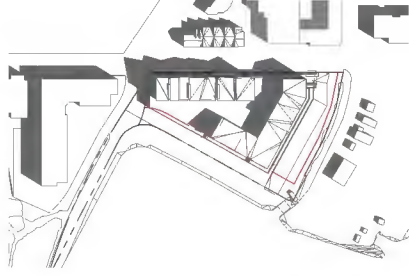


② MAR 21 - 2PM
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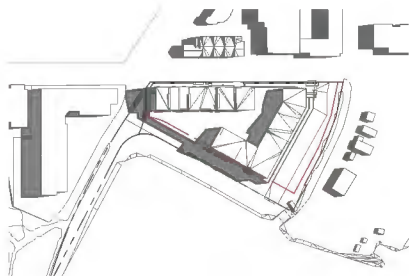
③ JUN 21 - 4PM
1: 2000

④ SEPT 21 - 4PM
1: 2000

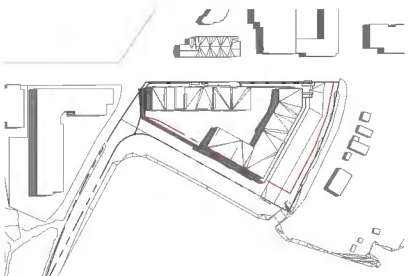


⑤ JUN 21 - 2PM
1: 2000

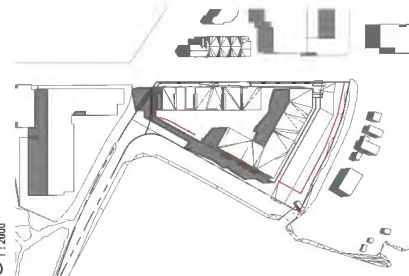
⑥ SEPT 21 - 2PM
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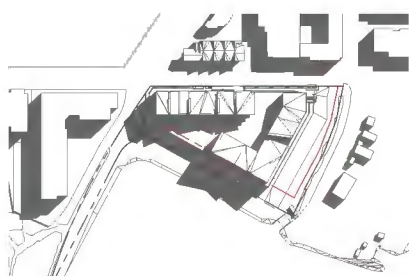
⑦ MAR 21 - 12PM
1: 2000



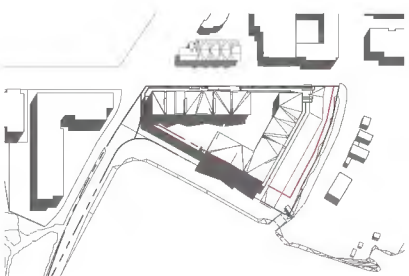
⑧ JUN 21 - 12PM
1: 2000



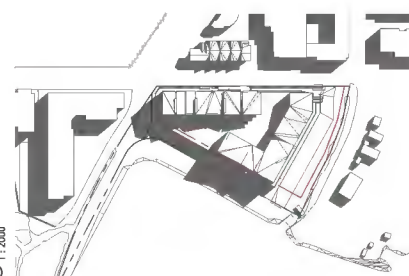
⑨ SEPT 21 - 12PM
1: 2000



⑩ MAR 21 - 10AM
1: 2000



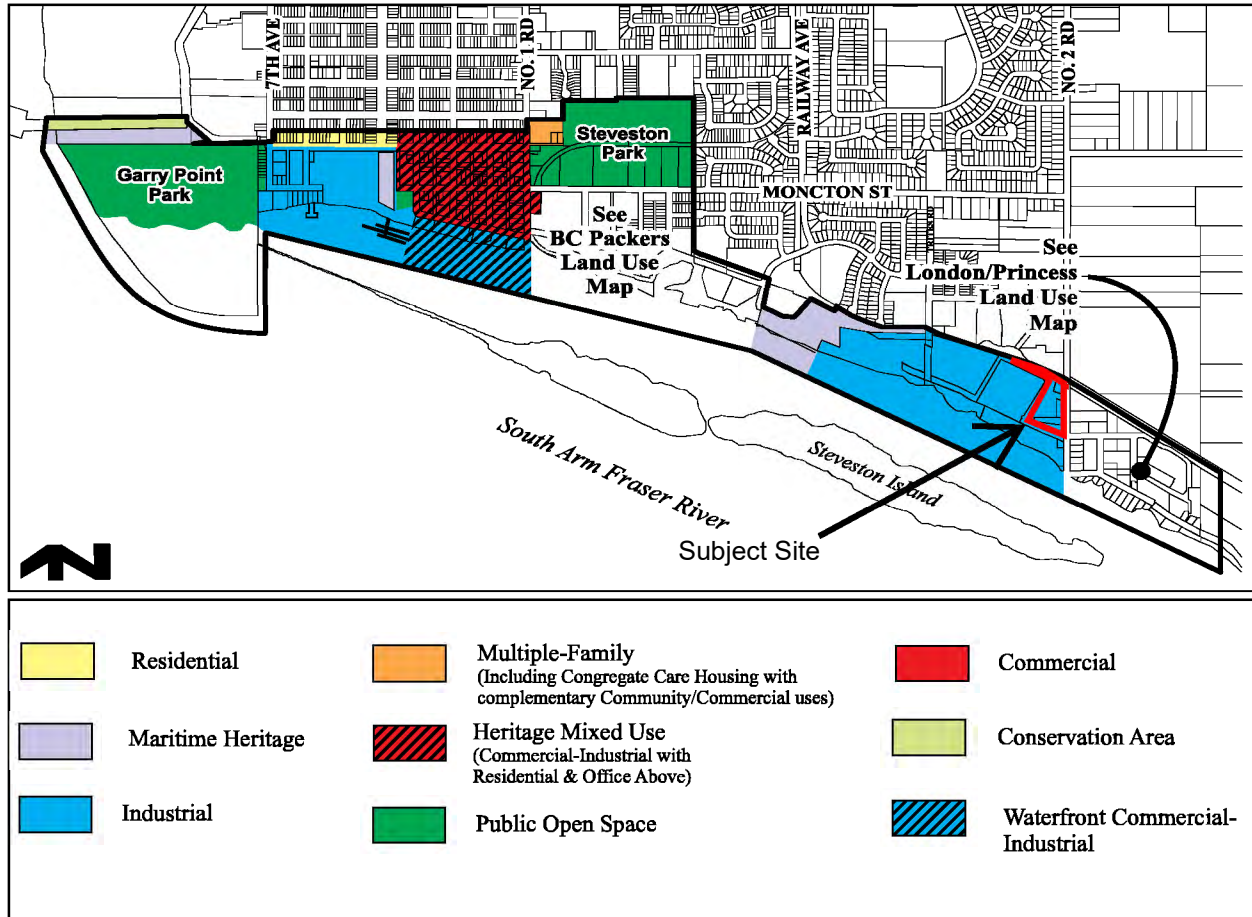
⑪ JUN 21 - 10AM
1: 2000



⑫ SEPT 21 - 10AM
1: 2000

Steveston Waterfront Neighbourhood Land Use Map

Bylaw 10371
2022/12/19



From: Savannah Jularbal
To: Day, Carol; Eng, Kevin
Subject: Application RZ 25-009451 Steveston
Date: April 30, 2025 4:15:11 PM

You don't often get email from savannahjularbal@gmail.com. [Learn why this is important](#)

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

To Carol Day- Richmond City Councillor
 Kevin Eng- Richmond City Planning and Development,

I am writing this letter of concern regarding the proposed rezoning and development in Steveston on No. 2 Road (Application # RZ 25-009451). The proposed development includes a 6 story complex with 223 apartment units. The size and scale of this development would negatively impact the neighbourhood to a great extent. This includes:

1. Increased strain on emergency response personnel
2. Increased traffic on No. 2 road
3. Increased noise and pollution
4. Increased demand on street parking
5. Eyesore in the architectural character of historic Steveston.

As an emergency nurse married to a local firefighter, we have genuine concerns that increasing the population and putting a very large building in this small area would lead to increased need for more than 2 firetrucks leading to delayed response time of over 10 minutes for the second in unit. Firehall 2 is staffed with 1 engine and 1 rescue truck. Above 4 storeys is considered high rise and requires 2 engine trucks to quickly respond. A population growth of that size would lead to more medical calls and strain on the local first responders in the area.

Increased vehicle traffic on No. 2 would severely and negatively impact residents on No. 2 that must turn left to leave the neighbourhood everyday. Adding multiple vehicles to the already busy single-lane street would lead to increased traffic and safety risk to the many elderly, children, cyclists and animals that call this area home. Street parking is already limited for surrounding homes and businesses; this would increase with a large population growth.

Due to our high stress jobs and desire to start a family we chose this area to purchase a home because it is safe, quiet, clean and peaceful. There are sounds of birds, frogs and views of the beautiful dyke. There is active and happy wildlife. The thought of having a 6 story massive complex with over 220 units of more people is severely disheartening to us and to the neighbourhood. We purchased property in this area because of what Steveston is.

We understand the need for more housing and need for growth, however, please consider setting standards and size limits on this area like there is for downtown Steveston. A large boost in population on existing infrastructure would negatively impact the charm, safety, environment and history of this small Steveston neighbourhood.

Thank you very much for your consideration,
 Savannah Jularbal

From: [Luke Rogalsky](#)
To: [Eng, Kevin](#)
Cc: [Kelli](#); [Day, Carol](#)
Subject: Re: Application RZ 25-009451
Date: April 25, 2025 8:14:35 PM

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

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Thanks Kevin! To be frank, we'd rather see this lot acquired by the city and turned into green space, but we realize this is not likely with Pattison's thirst for profit and the general need for more housing. Having said that, I believe the municipality of North Vancouver traded some real estate to acquire Pattison's family home lot, so maybe there is something there?

In any case, if a development of some kind must nice forward, we appreciate you taking our feedback into consideration and look forward to your further responses.

Cheers,
Luke

On Fri, Apr 25, 2025 at 3:32 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Luke and Kelli,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Furthermore, I'm currently looking into your questions and will provide a response when I am able.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Luke Rogalsky <luke.rogalsky@telus.net>
Sent: Tuesday, April 22, 2025 8:54 AM
To: Day,Carol <CDay@richmond.ca>; Eng, Kevin <KEng@richmond.ca>
Cc: Kelli <kellistevenson@gmail.com>
Subject: Application RZ 25-009451

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

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

Hi Carol and Kevin,

I hope you are both well! We are owners in the Nautica South building ([12639 No. 2 Rd.](#)), Our unit is on the ground floor of the south side of the building, so we have some stunning views of the harbour, Shady Island, and the very tall trees on the residential lot that borders the Jimmy Pattison-owned lot that is proposed for rezoning and development.

We have two primary concerns about the rezoning proposal:

1. Since development started along the river in the late 90s, there has always been a 4-storey limit to new buildings. Allowing a 6-story development would be out of line with neighborhood aesthetics and the expectation of all residents when we purchased our homes. Is there a 4-story limit bylaw already in place that can limit this development's height before it even goes up for approval?

2. We are deeply concerned that we will lose the grove of very tall trees (I think they are cotton?) next to the proposed development. These trees provide a massive benefit to our neighborhood, both in terms of aesthetics, wildlife habitat, and even a windbreaker function for the homes on 2 Rd. and further east. Will these trees be affected by the development? Will there be anything in place to protect them?

Thanks for your responses.

Cheers,

Luke and Kelli

778-229-1435

From: [Luke Rogalsky](#)
To: [Day, Carol](#); [Eng, Kevin](#)
Cc: [Kelli](#)
Subject: Application RZ 25-009451
Date: April 22, 2025 8:54:25 AM

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

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

Hi Carol and Kevin,

I hope you are both well! We are owners in the Nautica South building (12639 No. 2 Rd.), Our unit is on the ground floor of the south side of the building, so we have some stunning views of the harbour, Shady Island, and the very tall trees on the residential lot that borders the Jimmy Pattison-owned lot that is proposed for rezoning and development.

We have two primary concerns about the rezoning proposal:

1. Since development started along the river in the late 90s, there has always been a 4-storey limit to new buildings. Allowing a 6-story development would be out of line with neighborhood aesthetics and the expectation of all residents when we purchased our homes. Is there a 4-story limit bylaw already in place that can limit this development's height before it even goes up for approval?
2. We are deeply concerned that we will lose the grove of very tall trees (I think they are cotton?) next to the proposed development. These trees provide a massive benefit to our neighborhood, both in terms of aesthetics, wildlife habitat, and even a windbreaker function for the homes on 2 Rd. and further east. Will these trees be affected by the development? Will there be anything in place to protect them?

Thanks for your responses.

Cheers,
Luke and Kelli
778-229-1435

From: [Roy Oostergo](#)
To: [Eng. Kevin](#)
Subject: feedback re RZ 25-009451
Date: April 14, 2025 10:12:34 AM

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

Kevin, thanks for the opportunity to review the above-noted rezoning submission package last week. As a resident of the London Landing area, I wish to provide the following feedback.

1. The land in question should remain as Light Industrial (IL) and not be permitted to be rezoned as requested. Richmond needs to preserve its dwindling industrial lands, and this property appears to be one of the last remaining parcels available to support Richmond's crucial marine industry in this area.

The proponent's previous proposal for a self-storage facility supported that industrial goal to some degree, however the plan as presented was too large and did not appropriately allow for design, access and traffic concerns to better suit the surrounding neighbourhood. It appears that the proponent's response to the neighbourhood feedback to that proposal is to return with a worse and larger one.

2. The proposed 6-storey development is simply too large and inconsistent with long-held planning principles for the Steveston and London Landing areas:

- no structure has been approved of this height, with 4-storey massing, being the typically approved maximum for the Village and surrounding areas
- the surrounding structures of 3 and 4 storeys will be dwarfed by the proposed building
- the City should likely anticipate a lawsuit from Onni given the City's steadfast refusal to grant higher density and height for their waterfront development

3. The proposed development will make an already-bad traffic situation worse, adding too many vehicles:

- since the improvements to the dyke between Dyke Road and No. 3 Road, traffic has increased substantially, especially on warm and sunny days. While the popularity of the dyke is positive, the resulting increase in traffic volume, speed and noise is a concern that stands to only get worse with such a large proposed development.
- the existing crosswalks, 3-way and 4-stops in the immediate area already add hazard, noise and congestion
- the City recently approved a plan to add speed humps in this area and reduce the speed limit to 30km, from just north of the subject site and south to London Farm, recognizing the current problems with speed and congestion
- In the section of No. 2 Road from Steveston Hwy in the north, and south to London Road, features the following issues:
 - only 2-lane traffic only from Steveston Hwy south to London Road. No opportunity for enlargement given the recent development of the multi-use pathway.

reduction in width just north of the subject site, providing a further narrowed driving experience, hampered by on-street parking and related pedestrian crossings.

- a solid yellow line for the entire stretch of road. Traffic comes to a halt for every bus, delivery vehicle and moving truck that stops temporarily on No. 2 Rd. The instance of delivery trucks stopping in the lane has increased with the popularity of online shopping services.
- several daycare and school (Montessori, music) operations at the corner of Steveston and No. 2, midway between Moncton and Andrews Rd., and within the London Landing neighborhood on London and Dyke roads. Traffic increases dramatically and often backs up onto No. 2 every morning and afternoon as families deliver and pick up their children.
- the proposed commercial uses are not needed, nor sustainable. As residents of this neighborhood for the past 9 years, we have witnessed a steady turnover of commercial operations that simply could not sustain operations given the constraints of the neighborhood (market, access, traffic, remoteness). The area does not need any more vacant storefronts or schools.

In summary, I urge City Planning and Council to deny the proponent's application early on and to urge them to return with a smaller, more respectful development suitable for the neighborhood and marine industry, and within the existing IL zoning.

Thank you
Roy Oostergo
503-6168 London Road

From: [joan LeDrew](#)
To: [Eng, Kevin](#); [Day,Carol](#)
Subject: Re: File: RZ 25-009451
Date: April 2, 2025 7:56:18 AM

You don't often get email from joanmledrew@gmail.com. [Learn why this is important](#)

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

Hello Mr Kevin Eng,
Thank you for acknowledging receiving the letter I wrote.regarding File:RZ 25-009451 and thank you for the editing. It is succinct !

Sincerely
Joan LeDrew
12639 No 2 road Richmond BC

On Tue, Apr 1, 2025 at 11:26 AM Eng, Kevin <KEng@richmond.ca> wrote:

Hello Joan,

Thank you for your email and submitted correspondence, which have been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: joan LeDrew <joanmledrew@gmail.com>

Sent: Sunday, March 30, 2025 6:09 PM

To: Eng, Kevin <KEng@richmond.ca>; Day,Carol <CDay@richmond.ca>; DevApps

<DevApps@richmond.ca>

Subject: File: RZ 25-009451

Some people who received this message don't often get email from joanmledrew@gmail.com. [Learn why this is important](#)

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

Hello Mr Kevin Eng and Ms Carol Day Please read the attachment regarding FILE RZ 25-009451

I am very concerned about the rezoning application put forward by Jim Pattison Developments. Months ago he asked to put a large storage facility in the quiet

walkable, residential community which would have been an detrimental addition to the community with its large security lighting and again an inappropriate addition to the

Richmond Community residents of this area. Many neighbours were delighted that the storage facility did not get built..

March 29th 2025 I received a rezoning notice for the same properties requesting a High density 6 story building housing 223 units. Again an inappropriate addition for

our Steveston area/Richmond community.

I am not against redeveloping these addresses, but the development company needs to find a better project that fits within the OCP and complements the architectural

character of the Hamlet in Richmond south of Andrews road On No 2 Road. The developer, I believe, with two development attempts is not considering the neighbourhood at all.

Thank you for your consideration,

Sincerely

Joan LeDrew

From: d-jforan@shaw.ca
To: [Eng, Kevin](#)
Subject: Rezoning Application RZ 25-009451
Date: April 29, 2025 10:03:55 AM

[You don't often get email from d-jforan@shaw.ca. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

We wish to register our opposition to the above captioned proposed development. Our objection is based upon the size of the proposed building:

1. The architectural character of the area currently does not exceed four stories;
2. The traffic associated with the proposed 6 story, 223 unit building and related commercial space is expected to overwhelm the streets in the area, particularly Dike Road which is narrow and cannot be widened;
3. On-street parking is currently fully utilized most of the day on No.2 Road. The addition of visitors to the proposed building and particularly to the related commercial space will far exceed the capacity of the streets in the area.

Thank you for your consideration in this matter.

Donald and Jeanne Foran
102 - 12639 No.2 Road
Richmond

Sent from my iPad

From: [Robin Todd](#)
To: [Day,Carol](#); [Eng, Kevin](#)
Subject: APPLICATION RZ 25-009451
Date: April 25, 2025 10:36:26 AM

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Carol, Ken

Since 2007 I have supported you and your council team, but this application has changed my mind to continue my support.

Hopefully the volume of dismay about a 6 story condo application, with added routing onto #2 road does not fall on deaf ears.

I understand the power of Jimmy Patterson Group and what they have done for the City of Richmond, as well as Vancouver... BUT

A 60 ft building (!) with 223 units, approx. 400+ cars introduced to this tranquil area is beyond worthwhile understanding.

It will be disruptive to adjacent neighbours (reduced sun light), and it will add long waits to traffic light at Moncton, not to mention streams of cars up and down # 2nd and East Dyke where dogs walkers, wild life, wildfowl and VOTING citizens enjoy peacefully.

I beg you re-consider this monstrous development, for the sake of the thousands of voters living in this area,

What happened to the Storage site initial site? Why must the road from East Dyke be extended to #2 road, where cars forced to wait (line up) will block of hundreds of residents wishing to depart their residences timely.

Is Patterson Group that powerful to persuade Richmond council to consider their change from original plan.

The neighbours I have talked to will not vote for you and your council if you bow to Paterson Group's demand (campaign pressure?).

We will imagine you've been persuaded by favoring his local donations, more so than listening to hundreds of residents you are greatly impacting.

I do not trust you will make the right course of action down here, **please prove me wrong.**

Sincerely,

Robin Todd

#403-12639 No 2 road (Steveston) Richmond

From: [Gayle Scarrow](#)
To: [Eng, Kevin](#)
Subject: Re: Rezoning Application File RZ 25-009451
Date: April 17, 2025 3:55:48 PM

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Thank you, Kevin. We appreciate your replying and knowing our considerations will be seen by Council.

All the best,
Randy and Gayle

On Thu, Apr 17, 2025 at 12:14 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Gayle and Randy,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: DevApps <DevApps@richmond.ca>
Sent: Monday, April 14, 2025 12:15 PM
To: Eng, Kevin <KEng@richmond.ca>
Cc: DevApps <DevApps@richmond.ca>
Subject: FW: Rezoning Application File RZ 25-009451

Hi Kevin,

Forwarding public correspondence for your RZ 25-009451 application at 13131, 13111, 13031, 12931 & 12771 No 2 Road.

Thanks,

Hope

From: Gayle Scarrow <gdscarrow@gmail.com>
Sent: April 14, 2025 12:12 PM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application File RZ 25-009451

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

Good morning,

As residents who will be impacted by the rezoning and construction at the properties #13131, 13111, 13031, 12931, and [12771 No. 2 Road](#) (File RZ 25-009451), we feel the proposed development, as communicated to us through a Notice of Rezoning Application, should be reconsidered.

The proposed development is 6 stories and approximately 223 residential dwelling units with commercial floor at grade. Current residential dwellings and mixed residential/commercial buildings in this area are 4 stories.

We are not against a 4 story building at this location but the additional 2 stories of residential dwellings and the associated number of cars per dwelling would significantly increase the number of cars travelling on [No. 2 Road. No. 2 Road](#) in this area is one lane

each direction and has already experienced significantly increased traffic with past construction that has happened at the southeast end of No. 2 Road. Adding more dwellings and cars will only make this road more congested and difficult to access from the side streets.

We would also like to see a portion of the dwellings available as rentals for low income individuals and families. There are few too many options for these people in an increasingly expensive economy. Without requiring low income options in the building we are not addressing economic realities related to equity, diversity and inclusion.

Thank you for including our comments in our considerations for this rezoning application.

Regards,

Randy Fielding and Gayle Scarrow

[304 - 5800 Andrews Road](#)

[Richmond, BC](#)

From: [Eng, Kevin](#)
To: [Grace Campbell](#)
Subject: RE: RZ 25-009451
Date: April 10, 2025 12:19:00 PM

Hi Grace,

On-site parking will be provided as part of the proposal and will be contained in the parkade structure that is proposed as part of this development. This parkade will provide available parking stalls for the residential uses (including visitor parking) and commercial uses. The parkade (containing parking stalls for the residential and commercial uses) is proposed to be accessed from a driveway access from No. 2 Road. At this time, no at-grade parking on the subject development site is proposed.

I also wanted to let you know that your submitted correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Grace Campbell <graceannecampbell@gmail.com>

Sent: Wednesday, April 9, 2025 2:18 PM

To: Eng, Kevin <KEng@richmond.ca>

Cc: DevApps DevApps@richmond.ca

Subject: Re: RZ 25-009451

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

Hello Kevin,

Thank you very much for your prompt response, I appreciate it. Will there be at-grade visitor parking provided by the new development off No 2 Road then, accessed through the same drive aisle as the residential parkade? Street parking is of great concern all over the place, but especially in the London Landing area, where there are five childcare centres in a single block that all have similar pick-up and drop-off times and cause quite a bit of congestion at the south end of No 2 Road and west end of London Road. Street parking is very valuable in this small community so I hope this is considered throughout the application process.

Thank you,

Grace

On Tue, Apr 8, 2025 at 12:31 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Grace,

Thanks very much for your email with questions about the proposal.

Responses are provided below (red text). Please note that my responses are preliminary and subject to change as the rezoning application is processed.

The rezoning application was just recently submitted at the beginning of March 2025 – staff are in the early stages of review of the proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Grace Campbell <graceannecampbell@gmail.com>

Sent: April 7, 2025 1:05 PM

To: DevApps <DevApps@richmond.ca>

Subject: RZ 25-009451

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

Hello,

I am a resident at 13040 No 2 Road across the street from the proposed rezoning for RZ 25-009451. I received the notice of rezoning application and I have a few questions:

- why can this site build 6 stories when no other building in the area is that tall?

The overall height and number of stories is based on the development proposal

submitted by the applicant. Height and overall massing will be assessed as part of the rezoning application, which will include a review of the other adjacent developments in the surrounding area.

- what is the proposal for the use of the commercial space? The commercial space at-grade (along the ground floor) will accommodate a wide range of commercial/retail activities and businesses. I don't have information about specific businesses at this time. The rezoning application and proposed zoning would determine the range of commercial uses that may be permitted in the subject proposal.
- will the permitted uses under this building's zoning be the same as the surrounding area? In regards to the project as a whole (which includes the residential component) – the proposal is for a mixed use development that includes a mix of commercial uses (ground floor) and residential uses. For the residential component, the type of residential uses in this proposal will consist of both apartment and townhouse units incorporated into the project, which would also need to take into account the inclusion of affordable housing and market rental housing into this project based on current City policies on this matter. The commercial component will likely include a range of uses as noted above. The zoning developed for the subject proposal will certainly have similarities with zoning that has been developed for surrounding areas, but there may be differences or specific parameters developed into the zoning for the current proposal based on the processing of the rezoning application.
- where will the parking for this building be accessed from, off No 2 road, or from the marina side lane? The proposed access to the on-site parking area for the subject development is currently being proposed from No. 2 Road.
- how much parking will be lost on No 2 road? Civil related frontage works along No. 2 Road are being reviewed through the processing of this rezoning application. Specific frontage improvements along No. 2 Road, proposed driveway access to the development proposal and specific impacts to on-street parking along No. 2 Road will be determined through the processing of the application.
- will any additional street parking be provided on the marina side of the site? I will have to confer with staff in other areas on this question (Transportation, Engineering, Community Bylaws). The west (and south) portion of Dyke Road also consists as part of the City's perimeter dike system. The Dike structure and surrounding area is being reviewed by City staff as part of this proposal to determine applicable required improvements and works to this infrastructure. Current parking regulations along this City owned road (Dyke Road) along with any future parking regulations through the processing of the rezoning application

(that will also need to take into account dike related infrastructure works and other civil infrastructure) will also need to be considered.

Thank you,

Grace Campbell

From: [Karin Will](#)
To: [Day,Carol](#); [Eng, Kevin](#)
Subject: Re: APPLICATION RZ 25-009451
Date: April 27, 2025 2:35:55 PM

[You don't often get email from karinwill@shaw.ca. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Dear Carol, Ken

I do not support the building proposed for the above mentioned site.

A 60 ft building with 223 units, approx. 400+ cars beyond understanding.

It will be disruptive to adjacent neighbours (reduced sun light),and it will add long waits to traffic light at Moncton, not to mention streams of cars up and down # 2rd and East Dyke where dogs walkers, wild life, wildfowl and VOTING citizens enjoy peacefully.

Please re-consider this development, for the sake of the thousands people living in this area.

Sincerely,

Karin Will

12639 No 2 road (Steveston) Richmond

From: [Steve Ward](#)
To: [Eng, Kevin](#)
Subject: Feedback Related to Rezoning Application RZ 25-009451.
Date: April 24, 2025 5:14:18 PM

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

Hello Mr. Eng,

I'm writing to you with respect to the notice of rezoning application RZ 25-009451. The property is at No. 2 Road and London Road.

The current application seeks to build 223 units but only 1700 square feet of ground floor commercial space. In my view, this is very little commercial space when 223 units are being proposed. That said, my primary concerns are with the proposed number of units rather than the ratio of commercial space.

As I'm sure the City is aware, this section of No. 2 Road is already highly congested with traffic and has very limited parking. A six floor building with 223 units will not only significantly alter the aesthetic of the neighbourhood, it will create much more traffic on a narrow street that cannot be widened.

As the property is at the very south end of No. 2 Road the proposed building would exacerbate traffic the entire portion of No. 2 Road to London Road which is already very busy as its single lane.

Increasing the number of cars will only further encourage drivers to use Dyke Road in order to cut through the farmlands on Gilbert and No. 3 Road. All of these roads are currently very popular with cyclists, runners and walkers. I can't imagine the City would knowingly wish to increase traffic on those particular roads.

As I'm sure you are aware, the same developer recently requested rezoning of the property in order to build a two-story storage facility. I assume that application was either denied or the developer has decided this recent application will be more financially lucrative. Either way, there appears to be nothing in common between the two applications which leads me to believe the needs and wants of the neighbourhood are not any concern of the developer.

I can appreciate the developer is motivated, and entitled, to make a profit from this property but lack of concern for the neighbourhood makes me think the developer is motivated solely by maximizing profit. I'm not naive to the motivations of a corporation so that is why now is the time when City planners must step-up on behalf of local residents to protect the interests of the community as a whole and not just the financial interests of a single developer.

There are already three preschool facilities in the immediate vicinity. I would think that such a dramatic increase in traffic would pose an increased safety risk for small children.

I'll conclude by saying, I am not opposed to the land being developed for housing but six floors with 223 units is FAR too much to inject into this particular neighbourhood. If the City

sees fit to grant an application on the property for housing I would urge that it be MUCH smaller than the current proposal.

Thank you for your consideration.

Steve Ward

(604) 313-1771

From: [DevApps](#)
To: [Eng, Kevin](#)
Cc: [DevApps](#)
Subject: FW: Rezoning Application File RZ 25-009451
Date: April 14, 2025 12:14:49 PM

Hi Kevin,

Forwarding public correspondence for your RZ 25-009451 application at 13131, 13111, 13031, 12931 & 12771 No 2 Road.

Thanks,
Hope

From: Gayle Scarrow <gdscarrow@gmail.com>
Sent: April 14, 2025 12:12 PM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application File RZ 25-009451

You don't often get email from gdscarrow@gmail.com. [Learn why this is important](#)

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

Good morning,

As residents who will be impacted by the rezoning and construction at the properties #13131, 13111, 13031, 12931, and 12771 No. 2 Road (File RZ 25-009451), we feel the proposed development, as communicated to us through a Notice of Rezoning Application, should be reconsidered.

The proposed development is 6 stories and approximately 223 residential dwelling units with commercial floor at grade. Current residential dwellings and mixed residential/commercial buildings in this area are 4 stories.

We are not against a 4 story building at this location but the additional 2 stories of residential dwellings and the associated number of cars per dwelling would significantly increase the number of cars travelling on No. 2 Road. No. 2 Road in this area is one lane each direction and has already experienced significantly increased traffic with past construction that has happened at the southeast end of No. 2 Road. Adding more dwellings and cars will only make this road more congested and difficult to access from the side streets.

We would also like to see a portion of the dwellings available as rentals for low income individuals and families. There are few too many options for these people in an increasingly expensive economy. Without requiring low income options in the building we are not addressing economic realities related to equity, diversity and inclusion.

Thank you for including our comments in our considerations for this rezoning application.

Regards,
Randy Fielding and Gayle Scarrow
304 - 5800 Andrews Road
Richmond, BC

From: [Gagan Mahal](#)
To: [Eng, Kevin](#)
Cc: [DevApps](#)
Subject: Re: Rezoning Application - RZ 25-009451
Date: April 2, 2025 10:26:04 AM

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Thanks Kevin.

I also would like to mention that 6 stories is too high for this area, especially being this close to the water.

I understand that the space will need to be used for something, but 6 stories high is too high.

Thank you kindly,

Gagan Mahal

On Apr 2, 2025, at 09:38, Eng, Kevin <KEng@richmond.ca> wrote:

Hi Gagan,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond
604-247-4626; keng@richmond.ca; www.richmond.ca

From: G M <gaganmahal08@gmail.com>
Sent: April 1, 2025 9:15 AM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application - RZ 25-009451

You don't often get email from gaganmahal08@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City.

Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello there,

I received the rezoning application for location #13131, #13111, #13031, #12931 and # 12771 No. 2 road and rezoning this area is not appropriate for 223 residential units or any residence at all. There is only 1 major road (#2 road) in this area and this road is already congested without adding potentially 223 cars to the area. The space is very small, therefore the building will go upwards, and 6 floors is too high .

This lot should be rezoned into a park because we have 5 daycare centers in the area of (2 road and London Road/Dyke Road). These kids attending these daycares all live around this area, and use Trampoline park. When the kids start going to public school, they don't have a park to play at around their home. Trampoline park is for kids 5 and under, those who are 5+ to 14/15 don't have anywhere to play that is near this area. They would have to cross multiple roads with cars and cyclists to get to a park that frankly takes about 20-30 minutes to walk to.

This area of steveston does not need more residential units, they need a park where kids can skateboard, ride their bike, play on the grounds and be near their homes.

Thank you kindly,

--

Gagan Mahal



City of Richmond

Report to Committee

To: Planning Committee **Date:** May 1, 2025
From: Joshua Reis **File:** 08-4057-05/2025-Vol 01
Director, Development
Re: **Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 to Permit the City of Richmond to Secure Market Rental Units at 3420 Ketcheson Court**

Staff Recommendation

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Market Rental Units required by the Rezoning Application RZ 18-836123.

Joshua Reis
Director, Development
(604-247-4625)

Att. 1

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

Staff Report

Origin

This report recommends that City Council give first, second and third readings to Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 to secure market rental units in the third phase (Phase 3) of the Polygon Talistar development at 3420 Ketcheson Court as required through the associated approved rezoning application (RZ 18-836123) (Attachment 1).

Polygon Talistar Homes Ltd. (Incorporation Number BC1167752; Directors Neil Chrystal and Robert Bruno) has applied to the City for a Development Permit (DP) (DP 23-020753), for Phase 3 of the Polygon Talistar four-phase development. The Phase 3 DP application is for a mixed-use, mixed tenure high-rise development including 17 market rental units. In accordance with the site-specific ZMU47 zoning and no development covenant registered on Title as part of the rezoning, prior to DP issuance, the applicant is required to enter into a Housing Agreement and register a Housing Covenant on Title to secure at least 17 market rental units having a habitable floor area of at least 1,202.63 m² as rental tenure 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

Phase 3 of the Polygon Talistar development is a high-rise development that includes strata residential units, market rental units, ground-floor commercial space and an above-ground parking structure.

Polygon Talistar Development

Richmond Zoning Bylaw 8500, Amendment Bylaw 10198, associated with rezoning application RZ 18-836123, was adopted by Council on June 12, 2023. As part of the rezoning, the overall development is required to provide at least 156 Low-End Market Rental (LEMR) units and 171 market rental units (120 market rental units in Phase 1 and 17 market rental units in each of the other phases). Prior to rezoning adoption, Housing Agreement bylaws were adopted for Phase 1 and Phase 2, and No-Development Covenants were registered on Title to the subject Phase 3 lot and the Phase 4 lot, requiring a Housing Agreement and Housing Covenant for each site for the provision of market rental units on each site. Phasing details are provided in Table 1 below.

Table 1: Polygon Talistar Rental Unit Phasing

Phase	Address	Description
Phase 1	3488 Ketcheson Court	DP 22-015851 was approved for a 100 per cent rental development, including 156 LEMR units and 120 market rental units in two six-storey buildings secured via Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437 and Housing Agreement (Market Rental) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10438.
Phase 2	3588 Ketcheson Road	DP 22-017484 was approved for a mixed tenure residential high-rise building, including 17 market rental units secured via Housing Agreement (Market Rental) (8791 Cambie Road/3600 Sexsmith Road) Bylaw No. 10439.
Phase 3	3420 Ketcheson Court (subject site)	DP 23-020753 application is under review for a mixed-use mixed tenure high-rise development, including 17 market rental units that are required to be secured by Housing Agreement and Housing Covenant in compliance with the existing No-Development legal agreement registered on Title.
Phase 4	3599 Ketcheson Road	A future DP is required and envisioned to be for a mixed tenure residential high-rise development, and the owner is required to provide 17 market rental units secured by a Housing Agreement and Housing Covenant in compliance with the existing No-Development legal agreement registered on Title.

Market Rental Units

The subject Phase 3 development will include at least 17 market rental units with a minimum habitable area of 1,202.63 m². Table 2 provides a summary of the unit mix. The market rental units are dispersed through the proposed development, and further details regarding the market rental units and other aspects of the proposed development will be provided as part of the future DP application staff report.

Table 2: Market Rental Unit Mix

Unit Type	Units	Basic Universal Housing (BUH)
Studio	-	-
1-Bedroom	35% (6 units)	100%
2-Bedroom	65% (11 units)	100%
3-Bedroom	-	-
Total	100% (17 units) (1,243 m²)	100%

Note: The unit mix may change through the DP process, provided the noted minimums are upheld.

The Housing Agreement for the market rental units sets rent limits at market rates. In the context of any future stratification of the development, the Agreement provides that all market rental units must be maintained under a single ownership and that tenants are to be provided unrestricted access to common recreational amenities and common transportation facilities.

Existing Legal Encumbrances

There is a No-Development Covenant that was registered on Title through the rezoning application requiring a Housing Agreement to secure the provision of 17 market rental units (charges CB624843 to CB624844). The existing No-Development Covenant may be discharged from Title after the subject Housing Agreement bylaw is adopted and the associated Housing Covenant is registered on Title.

Financial Impact

None.

Conclusion

The Housing Agreement bylaw will secure 17 market rental units in Phase 3 of the Polygon Talistar redevelopment located at 3420 Ketcheson Court in perpetuity, in accordance with the rezoning and objectives of the Official Community Plan.

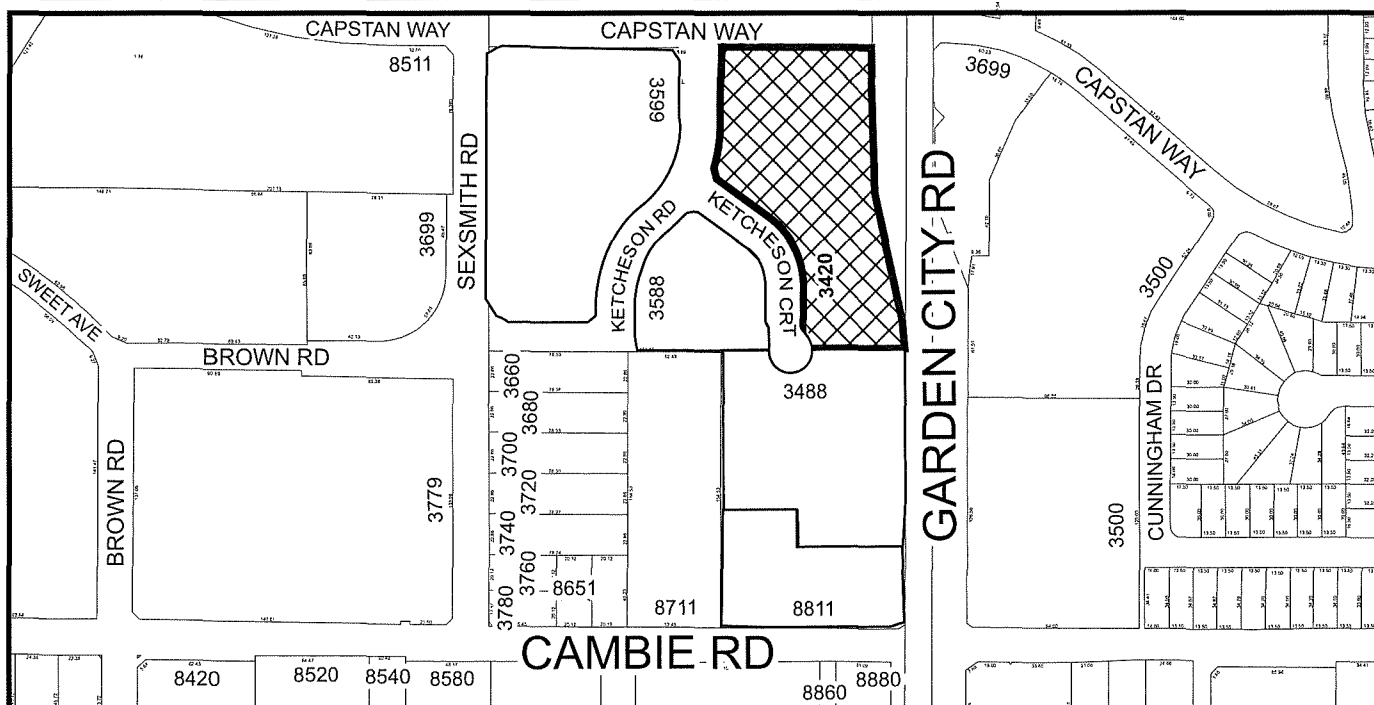
It is recommended that Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings.

Sara Badyal

Sara Badyal, M. Arch, MCIP, RPP
Program Manager, Housing
(604-276-4282)

SB:js

Att. 1: Location Map



3420 Ketcheson Court

Note: Dimensions are in METRES



**Housing Agreement (Market Rental Housing)
(3420 Ketcheson Court) Bylaw No. 10672**

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. 031-966-080

Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan
EPP120534

2. This Bylaw may be cited as **“Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
SB
APPROVED for legality by solicitor <i>LH</i>

MAYOR

CORPORATE OFFICER

Bylaw 10672

Schedule A

To Housing Agreement (Market Rental Housing)
(3420 Ketcheson Court) Bylaw No. 10672

HOUSING AGREEMENT BETWEEN
POLYGON TALISTAR HOMES LTD. AND CITY OF RICHMOND

HOUSING AGREEMENT – MARKET RENTAL HOUSING
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 14th day of April, 2025,

AMONG:

POLYGON TALISTAR HOMES LTD. (Incorporation No. BC1167752), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 900 – 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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:

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

- (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 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) **“CCAP”** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (e) **“City”** means the City of Richmond;
- (f) **“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;
- (g) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (h) **“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;
- (i) **“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;
- (j) **“Development”** means that portion of the mixed-use, mid-rise and high-rise development contemplated by the Rezoning to be constructed on the Lands;
- (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. 23-020753;
- (l) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

- (m) **“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;
- (n) **“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;
- (o) **“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;
- (p) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) **“Lands”** means the lands and premises legally described as PID: 031-966-080, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (s) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) **“LTO”** means the New Westminster Land Title Office or its successor;
- (u) **“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;
- (v) **“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, 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;
- (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;
- (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) **“Rezoning”** means the rezoning of, *inter alia*, the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (bb) **“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;
- (cc) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) **“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*;
- (ee) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ff) **“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;
- (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

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

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 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 a final Building Permit inspection permitting occupancy in respect of that Development, nor take any action to compel issuance of a final building permit inspection permitting occupancy, 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; and
 - (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 Common Amenities;
 - (d) not permit the Development or any portion thereof to be occupied, unless and until the Market Rental Housing Units have received final Building Permit

inspection granting provisional or final occupancy of the Market Rental Housing Units; and

- (e) not subdivide the Market Rental Housing Units into individual strata lots, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion. 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 1 strata lot, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 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.
- 3.3 If this Agreement encumbers more than one Market Rental Housing Unit, then 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 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;
 - (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 Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being Subdivided such that all of the Market Rental Housing Units are contained in a single parcel.

- 3.4 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.
- 3.5 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 Market Rental Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.6 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:
- (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;
 - (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 Common Amenities; and

- (d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:
 - (i) strata fees;
 - (ii) strata property contingency reserve fees;
 - (iii) 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 and bicycle charging stations or related facilities;
 - (iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or
 - (v) property or similar tax;

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

- (vi) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating); and
- (vii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

- 3.7 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.8 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.
- 3.9 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.
- 3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

**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 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 which contain the Market Rental Housing Units.
- 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 Units, as applicable, as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Market Rental 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 Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited

common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Market Rental Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would 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 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 Market Rental Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) a 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.

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 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. 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 release, otherwise unamended.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will ensure good and efficient management of the 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.

The Owner further covenants and agrees that it will vote:

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

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Market Rental Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, 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 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 or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any 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 or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; 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 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.

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:

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

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.

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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

7.24 Counterparts

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

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 hereto have executed this Agreement as of the day and year first above written.

POLYGON TALISTAR HOMES LTD.
(INC. NO. BC1167752), by its authorized signatory(ies):

Name: **G. SCOTT BALDWIN**

Title: *SVR Development.*

Name: **ROBERT BRUNO**

Title: *Executive Vice President.*

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)



City of Richmond

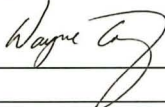

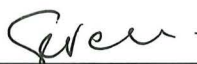
Report to Committee

To:	Planning Committee	Date:	May 6, 2025
From:	Joshua Reis Director, Development	File:	01-0172-02/2025-Vol 01
Re:	Appointment of Approving Officer		

Staff Recommendation

That Andrew Norton, Manager, Development – West, be appointed as an Approving Officer in accordance with Section 77 of the *Land Title Act*.

Joshua Reis
Director, Development
(604-247-4625)

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

Staff Report

Origin

The current appointments to the position of Approving Officer are:

- Wayne Craig, General Manager, Planning and Development;
- Joshua Reis, Director, Development; and
- Amritpal (Paul) Sandhu, Program Manager – Subdivision and Servicing.

Given recent hiring within the Development Applications Department, this report seeks to appoint Andrew Norton as an Approving Officer.

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 consider applications for the subdivision or consolidation of land within the City in accordance with all applicable regulations and bylaws.

It is typical practice for Municipalities to assign multiple Approving Officers to provide backup coverage during vacations and absences to ensure timely access to services.

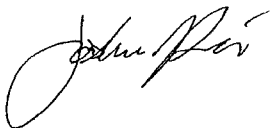
The City has a history of appointing management staff within the Development Applications Department as an Approving Officer, given their day-to-day responsibilities in the review of development and subdivision proposals. Andrew Norton, has recently assumed the position of Manager, Development – West with the department.

Financial Impact

None.

Conclusion

As a result of staffing changes within the Development Applications Department, it is recommended that Andrew Norton, Manager, Development – West be appointed to the position of Approving Officer.



Joshua Reis
Director, Development
(604-247-4625)

JR:js



**Housing Agreement (Affordable Housing)
(8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and
3600 Sexsmith Road) Bylaw No. 10437,
Amendment Bylaw No. 10633**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **"Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10633"**.

FIRST READING

MAY 12 2025

SECOND READING

MAY 12 2025

THIRD READING

MAY 12 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division <i>CAB</i>
APPROVED for legality by Solicitor <i>LA</i>

MAYOR

CORPORATE OFFICER

Schedule 1 to Bylaw 10633

SCHEDULE A

**To Housing Agreement (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and
3600 Sexsmith Road) Bylaw No. 10437**

**HOUSING AGREEMENT BETWEEN POLYGON TALISTAR HOMES LTD. AND THE
CITY OF RICHMOND**

AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 14th day of April, 2025.

BETWEEN:

POLYGON TALISTAR HOMES LTD. (Inc. No. BC1167752),
a corporation pursuant to the *Business Corporations Act* and
having an address at 900 - 1333 West Broadway, Vancouver,
British Columbia, V6H 4C2

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- C. The Owner is the owner of the Lands;
- D. The Owner and the City entered into a Housing Agreement dated for reference March 13th, 2023 (the “**Original Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10437; and
- E. The Owner and the City have agreed to amend the Original Agreement and accordingly wish to enter into this amended and restated Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and Amendment Bylaw No. 10633
Lot 1 Affordable Housing Units

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands, or portion thereof, and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (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 any Lot, or a portion thereof, including each air space parcel into which the Lands or any Lot or any part thereof may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (e) **"Building Permit"** means a building permit authorizing construction on the Lands or any Lot or any portion(s) thereof;
- (f) **"CCAP"** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (g) **"City"** means the City of Richmond;
- (h) **"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;
- (i) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (j) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw No. 10633
Lot 1 Affordable Housing Units

City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;"

- (k) **"Common Amenities"** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Affordable Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required affordable housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (l) **"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;
- (m) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (n) **"Development"** means the mixed-use, mid-rise and high-rise development to be constructed on the Lots;
- (o) **"Development Permit"** means a development permit authorizing development on the Lands or any Lot, or any portion(s) thereof;
- (p) **"Director, Housing Office"** means the individual appointed to be the Director, Housing Office from time to time of the Housing Office of the City and his or her designate;
- (q) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands or any Lot whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (r) **"Eligible Tenant"** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

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- (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

- (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (s) **"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
- (t) **"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;
- (u) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands or a Lot or parts thereof from time to time, in respect to the use and transfer of the Affordable Housing Units located or to be located on the Lands or parts thereof;
- (v) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (w) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (x) “**Lands**” means those lands and premises legally described as PID: 031-966-039, Lot 1 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “South Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (y) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (z) “**Lot 2**” means those lands and premises legally described as PID: 031-966-080, Lot 2 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “East Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (aa) “**Lot 3**” means those lands and premises legally described as PID: 031-966-098, Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “West Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (bb) “**Lot 4**” means those lands and premises legally described as PID: 031-966-136, Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (cc) “**Lots**” means, collectively, the Lands, Lot 2, Lot 3 or Lot 4 and “**Lot**” means any one of them;
- (dd) “**LTO**” means the New Westminster Land Title Office or its successor;
- (ee) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time;
- (ff) “**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;
- (gg) “**Permitted Rent**” means no greater than:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

- (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
- (iii) 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;
- (hh) “**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;
- (ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) “**Residential Tenancy Regulation**” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (kk) “**Rezoning**” means the rezoning of the parent parcel to the Lots pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (ll) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (mm) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands or a Lot, or the ownership or right to possession or occupation of the Lands or a Lot into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (nn) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (oo) “**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 at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with any Development Permit unless the first Development Permit for the Development includes the Affordable Housing Units;
 - (b) be issued with any Building Permit unless the first Building Permit (excluding for excavation) includes the Affordable Housing Units;
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lots and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or Building constructed on the Lots until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, a Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;

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- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including Common Amenities; and
 - (d) Subdivide the Lands or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director, Housing Office and the City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Affordable Housing Units.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (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

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or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in the Building;

- (b) the Owner will not Subdivide the Lands in any manner which would result in the Affordable Housing Units being contained within individual strata lots, the Owner acknowledging and agreeing that if that portion of the Lands containing the Affordable Housing Units is subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot;
- (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a "Building" for the purpose of this section 3.3; and
- (d) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on the Lands, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being subdivided such that all of the Affordable Housing Units are contained in a single parcel.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

"By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's 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) number of occupants of the Affordable Housing Unit;

- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under;
 - (iv) number of occupants of the Affordable Housing Unit 55 years of age and over.”;
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 At all times that this Agreement encumbers the Lots, the Owner shall 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 of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;

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- (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 and bicycle charging stations or related facilities;
- (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
- (vi) property or similar tax;

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

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating); 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;

and notwithstanding Section 3.7.(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (ix) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - (A) the Zoning Bylaw; or
 - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and

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- (x) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City.

- 3.8 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.
- 3.10 The Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (a) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (b) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in the definition of Eligible Tenant in this Agreement;
 - (c) 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;
 - (d) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (e) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part without consent of the Owner given in accordance with this Agreement,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.10(b) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in the definition of Eligible Tenant in this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to section 3.10(b) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant.

- 3.11 The Owner will ensure that each Tenancy Agreement identifies all occupants of the applicable Affordable Housing Unit and will include a clause in the Tenancy Agreement stipulating that anyone not identified in the Tenancy Agreement will be prohibited from

residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year.

- 3.12 The Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.
- 3.13 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.14 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lots or any Subdivided parcel of the Lots or part thereof which contain the Affordable Housing Units.

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- 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, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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 and bicycle 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 and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

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

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- (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 LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

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

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and

- (b) as owner of any air space parcel containing the Affordable Housing Units at any applicable meetings of the owners of other Subdivided parcels of the Lots or part thereof,

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

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

7.5 Indemnity

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

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

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lots or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lots arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City’s Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor, and the Director, Housing Office

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 **Waiver**

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

7.16 **Sole Agreement**

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

7.17 **Further Assurance**

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

7.18 **Covenant Runs with the Lots**

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

7.19 **Equitable Remedies**

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

7.20 **No Joint Venture**

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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


7.24 Limitation on Owner's Obligations


The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lots, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lots, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lots, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lots from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

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

POLYGON TALISTAR HOMES LTD. (Inc. No. BC1167752)

by its authorized signatory(ies):

Per: 
Name: **G. SCOTT BALDWIN**

Per: 
ROBERT BRUNO

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)

Schedule A to Affordable Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

	)	IN THE MATTER OF Unit Nos. _____ - _____
CANADA	)	(collectively, the " Affordable Housing Units ") located
	)	at
PROVINCE)	_____
OF	)	(<i>street address</i>), British Columbia, and Housing
BRITISH	)	Agreement dated _____, 20____ (the
COLUMBIA	)	"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 registered owner (the "**Owner**") of the Affordable Housing Units;
or,
 I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the "**Period**");
3. To the best of my knowledge, continuously throughout the Period:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s)

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
 8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
 Polygon Talistar Homes Ltd. – Talistar
 Housing Agreement Bylaw No. 10437 and
 Amendment Bylaw No. 10633
 Lot 1 Affordable Housing Units

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

, 20

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

Name:

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

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw No. 10633
Lot 1 Affordable Housing Units

APPENDIX A

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:										
Property Management Company:		Property Manager Email:		Property Manager Name:		Property Manager Phone Number:										
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 (U)	Total Number of Occupants 55 years and Over (O)	Starting Year of Tenancy	Before-Tax Total Income(s) (If Occupant is 18+ Years) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-Tax Total Income of All Occupants 18+	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 No No No	1	1	2022	\$31,099 \$22,754 \$0 \$7,825	Yes Yes Yes Yes	\$61,638	\$1,611.19	\$	\$	\$	\$	\$
1																
2																
3																
4																
5																
6																

Amended and Restated Affordable Housing Agreement (Section 483 Local Government Act)
 8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
 Polygon Talistar Homes Ltd. – Talistar
 Housing Agreement Bylaw No. 10437 and Amendment Bylaw No. 10633
 Lot 1 Affordable Housing Units

PRIORITY AGREEMENT

NATIONAL BANK OF CANADA (the "Chargeholder") is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

- (i) Mortgage CB1694884,
- (ii) Assignment of Rents CB1694885,
- (iii) Mortgage CB1694886, and
- (iv) Assignment of Rents CB1694887,

registered in the LTO (collectively, the "Bank Charges") against title to the Lands. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the "Housing Agreement").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

NATIONAL BANK OF CANADA

by its authorized signatory(ies):

Per: Charul Chandra
Name: CHARUL CHANDRA
DIRECTOR, NBC, REAL
ESTATE FINANCE

Per: _____
Name: _____

PRIORITY AGREEMENT

ROYAL BANK OF CANADA (the “**Chargeholder**”) is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

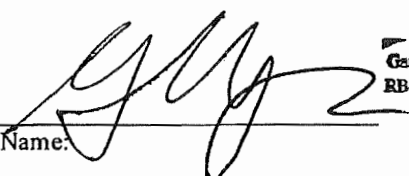
- (v) Mortgage CA6831107,
- (vi) Assignment of Rents CA6831108,
- (vii) Mortgage CB1276298,
- (viii) Assignment of Rents CB1275299,
- (ix) Mortgage CB1430445, and
- (x) Assignment of Rents CB1430446,

registered in the LTO (collectively, the “**Bank Charges**”) against title to, in respect of Mortgages CA6831107 and CB1430445 and Assignments of Rent CA6831108 and CB1430446, Lot 2 and Lot 3, and in respect of Mortgage CB1276298 and Assignment of Rents CB1275299, Lot 4. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “**Housing Agreement**”).

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon Lot 2, Lot 3 and Lot 4 over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to Lot 2, Lot 3 and Lot 4 prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

ROYAL BANK OF CANADA

by its authorized signatory(ies):

Per: 
Name: _____
Gary Katayama - Director
RBC Real Estate Markets

Per: _____
Name: _____

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw No. 10633
Lot 1 Affordable Housing Units

PRIORITY AGREEMENT

TRAVELERS INSURANCE COMPANY OF CANADA (the "**Chargeholder**") is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

- (xi) Mortgage CB1600101, and
- (xii) Assignment of Rents CB1600102,

registered in the LTO (collectively, the "**Bank Charges**") against title to Lot 4. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the "**Housing Agreement**").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon Lot 4 over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to Lot 4 prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

TRAVELERS INSURANCE COMPANY OF CANADA
by its authorized signatory(ies):

Per: 
Name: _____

Chad Palmer
Director - Underwriting

Per: _____
Name: _____

Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw No. 10633
Lot 1 Affordable Housing Units



**Housing Agreement (23200 Gilley Road) Bylaw No. 9955,
Amendment Bylaw No. 10646**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (23200 Gilley Road) Bylaw No. 9955** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (23200 Gilley Road) Bylaw No. 9955, Amendment Bylaw No. 10646”**.

FIRST READING

MAY 12 2025

SECOND READING

MAY 12 2025

THIRD READING

MAY 12 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division <i>CHB</i>
APPROVED for legality by Solicitor <i>LA</i>

MAYOR

CORPORATE OFFICER

Schedule 1 to Bylaw 10646

SCHEDULE A

To Housing Agreement (23200 Gilley Road) Bylaw No. 9955

**HOUSING AGREEMENT BETWEEN ELASHI DEVELOPMENTS LTD AND AMANA
DEVELOPMENTS LTD AND THE CITY OF RICHMOND**

**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(SECTION 483 LOCAL GOVERNMENT ACT)**

THIS AMENDMENT is dated for reference _____, 2025

BETWEEN:

ELASHI DEVELOPMENTS LTD. (Incorporation No. BC0207849), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 9837 Waller Court, Richmond, British Columbia, V7E 5S9,
as to an undivided 1/3 interest

and

AMANA DEVELOPMENTS LTD. (Incorporation No. BC0116284), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 9837 Waller Court, Richmond, British Columbia, V7E 5S9,
as to an undivided 2/3 interest

(together, 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, which Lands were created from the subdivision of the Parent Parcel;
- 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;
- D. In connection with the rezoning of the Parent Parcel, the Owner and the City entered into a housing agreement pursuant to Section 483 of the *Local Government Act* and Housing Agreement (23200 Gilley Road) Bylaw No. 9955 to provide for affordable housing on the Parent Parcel, which housing agreement was noted on title to the Parent Parcel under number CA8741674;

- E. The Owner has subdivided the Parent Parcel to create ASP1, ASP2 and the Remainder and has requested the City's consent to permit the occupancy of the Buildings on the Lands on a building-by-building basis, provided the Affordable Housing Units within such Building have received an Occupancy Certificate; and
- F. In connection with the Owner's request described in Recital E above, the Owner and the City have agreed to replace the original housing agreement described in Recital D above with this Agreement on the terms and conditions set out herein,

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 Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Affordable Housing Parking Covenant);
- (c) **"Affordable Housing Parking 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 Remainder from time to time, in respect of the construction, use, transfer and maintenance of parking spaces for the Affordable Housing Units;
- (d) **"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;
- (e) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (f) **"ASP1"** means those certain lands and premises situated within the City of Richmond legally described as:

NO PID, Air Space Parcel 1 Section 1 Block 4 North Range 5 West New Westminster District Air Space Plan EPP134895;

- (g) **"ASP2"** means those certain lands and premises situated within the City of Richmond and legally described as:

NO PID, Air Space Parcel 2 Section 1 Block 4 North Range 5 West New Westminster District Air Space Plan EPP134895;

- (h) **"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;
- (i) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (j) **"City"** means the City of Richmond;
- (k) **"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;
- (l) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (m) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (n) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (o) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the 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 fitness facilities, and related access routes;
- (p) **"Common Transportation Facilities"** means all transportation facilities provided for the use of all residential occupants of the Lands, 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, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (q) **"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;

- (r) **“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;
- (s) **“Development”** means the mixed-use residential and commercial development constructed or to be constructed on, *inter alia*, the Lands;
- (t) **“Development Permit”** means the development permit authorizing the development of, *inter alia*, the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 18-829286;
- (u) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (v) **“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;
- (w) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,provided however that:
 - (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
 - (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (x) **“Family”** means:

- (i) a person;
- (ii) two (2) or more persons related by blood, marriage or adoption; or
- (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (y) “**GST**” means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (z) “**Housing Covenant**” means the “Housing Covenant and Rent Charge (Section 219 *Land Title Act*)” agreement, including a Section 219 covenant and a rent charge, granted in favour of the City and registered in the LTO under nos. CA8420913 to CA8420914, as the same may be modified or replaced;
- (aa) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (bb) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (cc) “**Lands**” means, collectively, ASP1 and ASP2, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (dd) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (ee) “**LTO**” means the New Westminster Land Title Office or its successor;
- (ff) “**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;
- (a) “**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;
- (gg) “**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;
- (hh) “**Parent Parcel**” means those lands and premises formerly situated in the City of Richmond and formerly known and legally described as:

PID: 031-181-767, Lot A Section 1 Block 4 North Range 4 West New Westminster District Plan EPP82427;

- (ii) **“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 Parent Parcel or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (jj) **“Permitted Rent”** means:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,provided that:
 - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
 - (iii) 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;
- (kk) **“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;
- (ll) **“Remainder”** means those certain lands and premises situated within the City of Richmond legally described as:

PID: 031-181-767, Lot A Section 1 Block 4 North Range 4 West New Westminster District Plan EPP82427 except Air Space Plan EPP134895;
- (mm) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (nn) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (oo) **“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;
- (pp) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (qq) **“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*;

- (rr) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (ss) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (tt) “**Zoning Bylaw**” means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

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.
- 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 all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; 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, *inter alia*, 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 Common Amenities and

other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;

- (c) not apply for an Occupancy Certificate, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, of any Building within ASP1, or any portion thereof, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units within ASP1 and related uses and areas for ASP1, and all Buildings within ASP1, 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; and
 - (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 within ASP1, any facilities for the use of the Affordable Housing Units within ASP1, including parking and any shared indoor or outdoor amenities;
- (d) not permit ASP1 or any portion thereof to be occupied, unless and until the Affordable Housing Units within ASP1 have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units within ASP1;
- (e) not apply for an Occupancy Certificate, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, of any Building within ASP2, or any portion thereof, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units within ASP2 and related uses and areas for ASP2, and all Buildings within ASP2, 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; and
 - (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 within ASP2, any facilities for the use of the Affordable Housing Units within ASP2, including parking and any shared indoor or outdoor amenities; and
- (f) not permit ASP2 or any portion thereof to be occupied, unless and until the Affordable Housing Units within ASP2 have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units within ASP2.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be

assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.

- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.
- 3.3 If this 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; and
 - (b) 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 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 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office 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 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 Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax,

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

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure), heating, cooling, or domestic hot water heating;
- (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 any other residential occupant of the Development,

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - (A) the Zoning Bylaw; or
 - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
 - (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (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(w) 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, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

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

- (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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is 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, as applicable, 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 contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units;

provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

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

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; 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 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.

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 and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
 - (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 Owner;
 - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
 - (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the 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, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, and/or the Parking Operator, as applicable.

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, 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 for, 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.

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 for, 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, 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;
- (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:

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

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

- (b) 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 Owner 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

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

7.25 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 hereto have executed this Agreement as of the day and year first above written.

ELASHI DEVELOPMENTS LTD.

(INC. NO. BC0207849)

by its attorney:


Per: 
Name: Dana Westermarck, see CB1556307

Per: _____
Name: _____

AMANA DEVELOPMENTS LTD.

(INC. NO. BC0116284)

by its attorney:

Per: 
Name: Dana Westermarck, see CB1556306

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)

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION

(Affordable Housing Units)

CANADA)
)
) IN THE MATTER OF Unit Nos. _____ - _____ (collectively, the
) **"Affordable Housing Units"** located at
) _____, (street
 PROVINCE OF BRITISH) address), British Columbia, and Housing Agreement dated
 COLUMBIA) _____, 20____ (the **"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 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. To the best of my knowledge, 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...

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

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

APPENDIX A TO STATUTORY DECLARATION

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:										
Property Management Company:		Property Manager Email:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)												
Unit and Household Information								Income and Rent								
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 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 No No No	1	2022	\$11,098 \$22,764 \$7,825	Yes Yes Yes	\$41,688	\$1,611.19	\$	\$	\$	\$	\$	
1																
2																
3																

Continue rows as needed.

CONSENT AND PRIORITY AGREEMENT

With respect to the Housing Agreement (the "**Agreement**") made pursuant to section 483 of the *Local Government Act* between Elashi Developments Ltd. (Inc. No. BC0207849) and Amana Developments Ltd. (together, the "**Owner**") and the City of Richmond in respect of the Lands (as described in the Agreement).

THE BANK OF NOVA SCOTIA (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB59974, and Assignment of Rents CB59975 (collectively, the "**Bank Charges**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Agreement by the Owner and hereby covenants that the Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

THE BANK OF NOVA SCOTIA

by its authorized signatory(ies):

Per: _____

Name:

Per: _____

Name:

CONSENT AND PRIORITY AGREEMENT

With respect to the Housing Agreement (the “**Agreement**”) made pursuant to section 483 of the *Local Government Act* between Elashi Developments Ltd. (Inc. No. BC0207849) and Amana Developments Ltd. (together, the “**Owner**”) and the City of Richmond in respect of the Lands (as described in the Agreement).

INTACT INSURANCE COMPANY INTACT COMPAGNIE D’ASSURANCE (Inc. No. A0126041) (the “**Bank**”) is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB165628, and Assignment of Rents CB165629 (collectively, the “**Bank Charges**”).

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Agreement by the Owner and hereby covenants that the Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

**INTACT INSURANCE COMPANY INTACT
COMPAGNIE D’ASSURANCE**

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



**Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No.
10057,
Amendment Bylaw No. 10654**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057, Amendment Bylaw No. 10654”**.

FIRST READING

MAY 12 2025

SECOND READING

MAY 12 2025

THIRD READING

MAY 12 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division <i>CA/B</i>
APPROVED for legality by Solicitor <i>SH</i>

MAYOR

CORPORATE OFFICER

Schedule 1 to Bylaw 10654

SCHEDULE A

**To Housing Agreement Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw
No. 10057**

**HOUSING AGREEMENT BETWEEN LUXE RICHMOND DEVELOPMENT LIMITED
PARTNERSHIP AND LUXE RICHMOND NOMINEE LTD AND THE CITY OF
RICHMOND**

AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AMENDMENT is dated for reference _____, 2025.

BETWEEN:

LUXE RICHMOND DEVELOPMENT LIMITED PARTNERSHIP, A limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at 1800- 510 West Georgia Street, Vancouver, BC, V6B 0M3, by its general partner **LUXE RICHMOND DEVELOPMENT GP LTD.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at 1800- 510 West Georgia Street, Vancouver, B.C. V6B 0M3

(the “**Beneficiary**”)

AND:

LUXE RICHMOND NOMINEE LTD. (Incorporation No. BC1275681), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 1800- 510 West Georgia Street, Vancouver, B.C. V6B 0M3

(the “**Nominee**”, together with the Beneficiary, 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. The Beneficiary is the beneficial owner and the Nominee is the registered owner of the Lands (as hereinafter defined);
- B. The Owner applied to the City for permission to rezone the Lands, pursuant to the Rezoning Application no. 17-779262 (the “**Rezoning**”), to permit the construction of a the Development on the Lands;
- C. As a consideration of Rezoning, the Owner and the City entered into a Housing Agreement dated for reference December 1, 2019 (the “**Original Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the

Lands, which was approved by Council for the City under Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057;

- D. The Lands which were municipally described as 5591, 5631, 5651 and 5671 No. 3 Road and now municipally described as 5593 No 3 Road, 7977 Lansdowne Road and 5520 McNaughton Road;
- E. The Owner is now applying to the City for permission to revise the maximum rent and maximum household income and thus the Owner and the City have now agreed to enter into this Agreement for the purpose of replacing the Original 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 Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with 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;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“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;
- (f) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;

- (g) “**CCAP**” means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (h) “**City**” means the City of Richmond;
- (i) “**City Solicitor**” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) “**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) “**CMHC Average Rental Rates**” means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to “3 Bedroom +” shall apply;
- (l) “**Common Amenities**” means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) “**Common Recreational Facilities**” means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities, and related access routes;
- (n) “**Common Transportation Facilities**” means all transportation facilities provided for the use of all residential occupants of the Lands, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) “**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;
- (p) “**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;

- (q) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (r) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (s) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (t) **“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;
- (u) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

- (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

- (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (v) **“Family”** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or

- (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) “**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;
- (x) “**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 construction, use and transfer of the Affordable Housing Units and is registered on title to the Lands under the registration number CA861285;
- (y) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (z) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (aa) “**Lands**” means certain lands and premises legally described as PID: 031-259-278, Lot 1 Section 5 Block 4 North Range 6 West NWD Plan EPP105255, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (bb) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (cc) “**LTO**” means the New Westminster Land Title Office or its successor;
- (dd) “**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;
- (ee) “**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;
- (ff) “**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;
- (gg) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the

Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;

(hh) **“Permitted Rent”** means:

(i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

(ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and

(iii) 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;

(ii) **“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;

(jj) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

(kk) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;

(ll) **“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;

(mm) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

(nn) **“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*;

- (oo) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (pp) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (qq) “**Zoning Bylaw**” means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

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.
- 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 all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; 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;

Housing Agreement (Section 483 *Local Government Act*)
5593 No 3 Road, 7977 Lansdowne Road and 5520 McNaughton Road (Formerly 5591, 5631, 5651 and 5671 No. 3 Road)
Application No. RZ 17-779262 Zoning Bylaw No.9860
RZ Consideration #16

- (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 Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;
- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, 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; and
 - (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;
- (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 or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.

- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this 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; and
 - (b) 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 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 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office 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 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 Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

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

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) 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 any other residential occupant of the Development;

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - A. the Zoning Bylaw; or
 - B. agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
- (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (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(u) 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, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

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

- (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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is 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, as applicable, 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 contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

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.
- (d) 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 and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels

Housing Agreement (Section 483 *Local Government Act*)
5593 No 3 Road, 7977 Lansdowne Road and 5520 McNaughton Road (Formerly 5591, 5631, 5651 and 5671 No. 3 Road)
Application No. RZ 17-779262 Zoning Bylaw No.9860
RZ Consideration #16

which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
- (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 Owner;
- (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
- (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the Strata Property Act, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots in the legal parcel in which the Affordable Housing Units are situated (including Affordable Housing Units and non-Affordable Housing Units);
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

7.2 No Compensation

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

7.3 Modification

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

7.4 **Management**

The Owner covenants and agrees that it will ensure good and efficient management of the 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, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, and/or the Parking Operator, as applicable.

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, 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 for, 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.

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 for, 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, 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;
- (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, Housing Office,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owner 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**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

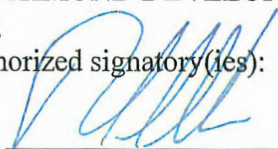
7.25 **Counterparts**

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]

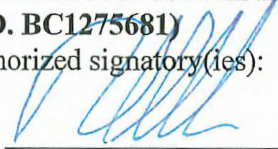
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**LUXE RICHMOND
DEVELOPMENT LIMITED
PARTNERSHIP**, by its general partner
**LUXE RICHMOND DEVELOPMENT
GP LTD.**,
by its authorized signatory(ies):

Per: 
Name: RICHARD ILICH

Per: _____
Name: _____

**LUXE RICHMOND NOMINEE LTD.,
(INC. NO. BC1275681)**
by its authorized signatory(ies):

Per: 
Name: RICHARD ILICH

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)

SCHEDULE 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	)	(<i>street address</i>), 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. To the best of my knowledge, 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...

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

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

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

DECLARED BEFORE ME at

_____ in the
Province of British Columbia, Canada, this
_____ day of _____, 20____

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

Name:

(Signature of Declarant)

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

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															
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 "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)	Move- in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No No No No	1	1	2022	\$31,049 \$22,764 \$7,825	Yes Yes Yes	\$61,638	\$1,611.19	\$ -	\$ -	\$ -	\$ -
1															
2															
5															

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)
 5593 No 3 Road, 7977 Lansdowne Road and 5520 McNaughton Road (Formerly 5591, 5631, 5651 and 5671 No. 3 Road)
 Housing Agreement Bylaw No. 10057, Amendment Bylaw No. 10654

8003529

4914-7187-9735, v. 2

CONSENT AND PRIORITY AGREEMENT

With respect to the Amended and Restated Housing Agreement (the “**Housing Agreement**”) made pursuant to section 483 of the *Local Government Act* between the City of Richmond and LUXE RICHMOND DEVELOPMENT LIMITED PARTNERSHIP together with LUXE RICHMOND NOMINEE LTD. (together, the “**Owner**”) in respect of the Lands (as described in the Housing Agreement).

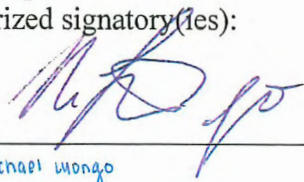
Canadian Imperial Bank of Commerce (the “**Bank**”) is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB128076, and Assignment of Rents CB128077(collectively, the “**Bank Charge(s)**”).

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

Canadian Imperial Bank of Commerce
by its authorized signatory(ies):


Per:

Name:


Michael Wong

Per:

Name:


Chaya Bains

CONSENT AND PRIORITY AGREEMENT

With respect to the Amended and Restated Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and LUXE RICHMOND DEVELOPMENT LIMITED PARTNERSHIP together with LUXE RICHMOND NOMINEE LTD. (together, the "**Owner**") in respect of the Lands (as described in the Housing Agreement).

Westmount West Services Inc. (Inc. No. BC1195001) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB244111, and Assignment of Rents CB244112 (collectively, the "**Bank Charge(s)**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Amendment had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

Westmount West Services Inc.
(Inc. No. BC1195001)

by its authorized signatory(ies):

Per: _____

Name: _____


Abdul Waheed
Westmount West Services Inc.

Per: _____

Name: _____



**Development Permit Panel
Wednesday, April 30, 2025**

Time: 3:30 p.m.

Place: Remote (Zoom) Meeting

Present: Wayne Craig, General Manager, Planning and Development, Chair
Lloyd Bie, Acting General Manager, Engineering and Public Works
Milton Chan, Director, Engineering

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 April 16, 2025 be adopted.

CARRIED

1. DEVELOPMENT PERMIT 24-040880
(REDMS No. 8013405)

APPLICANT: Dream Casa Development

PROPERTY LOCATION: 2051 Anson Avenue

INTENT OF PERMIT:

1. Permit the construction of a rear yard infill building at 2051 Anson Avenue on a site zoned "Small-Scale Multi-Unit Housing (RSM/L)".
2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the minimum interior side yard along one of the side lot lines from 4.0 m to 1.5 m for the front principal building.

Development Permit Panel

Wednesday, April 30, 2025

Applicant's Comments

Gurjot Punia, Dream Casa Development, 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 project has been designed to provide an appropriate interface with existing neighbouring properties;
- an entry porch is proposed for the coach house in the rear yard to enhance the visual appearance of the front façade fronting onto the rear lane;
- a landscaped outdoor space is proposed at the back of the coach house;
- garbage and recycling bins are proposed to be located in the rear yard for shared use of residents of the coach house and the front principal building;
- on-site parking is provided for the proposed development, including two parking spaces in the garage for the front principal building and one surface parking stall for the coach house with all vehicles accessing the site from the lane;
- the proposed landscaping for the subject site includes, among others, planting of two new trees, shrubs and grasses;
- the proposed exterior cladding materials for the coach house and front principal dwelling include Hardie-board panels, asphalt shingles, fluted channels and stones, which are consistent with the character of the neighbourhood;
- the proposed coach house includes a living room and kitchen on the ground floor and two bedrooms on the second floor;
- windows are proposed on the north and south elevations of the coach house; however, no windows are proposed on the east and west elevations to avoid overlook into neighbouring properties; and
- on-site security cameras are proposed to be installed facing the rear lane for the residents' safety and security.

Development Permit Panel

Wednesday, April 30, 2025

Staff Comments

Joshua Reis, Director, Development noted that (i) the subject property was rezoned in June 2024 to permit small-scale multi-unit housing (SSMUH) in accordance with the provincial legislation (Bill 44) along with approximately 27,000 other properties in the City including the Burkeville neighbourhood, (ii) the proposed rear yard infill unit is consistent with the “Small-Scale Multi-Unit Housing (RSM/L)” zoning of the subject property, (iii) registration of an aircraft noise sensitive covenant on Title is required as part of the Development Permit to ensure that aircraft noise mitigation measures are incorporated into the building design, (iv) the proposed variance for one of the interior side yard setbacks on lots 15.0 metres or wider to be reduced from 4 metres to 1.5 metres for the front principal building is supported by staff as the subject property is approximately 15.24 metres wide, the proposed setback is generally consistent with the setback requirement for other lots along Anson Avenue and in Burkeville that are less than 15.0 metres wide, and the proposed variance would provide

space for living areas for the proposed two-bedroom secondary suite on the ground floor in the front principal building, and (v) the principal building in the front yard does not form part of the subject development permit application aside from the proposed side yard setback variance.

Panel Discussion

In reply to queries from the Panel, the applicant noted that (i) on-site lighting will be downward-focused to avoid light spillover onto neighbouring properties, and (ii) the proposed surface paving material for the on-site pedestrian walkways and the surface parking stall for the proposed coach house is concrete; however, the applicant is willing to use permeable pavers.

In reply to queries from the Panel, staff confirmed that (i) the minimum side yard setback requirement for properties zoned “RSM/L” that are less than 15.0 metres wide is 1.2 metres on both sides; however, the subject property is approximately 15.24 metres wide and the minimum side yard requirement for this lot width is for one of those side yards to be 4 metres in width, hence the applicant is proposing a variance to 1.5 metres in width for both sides, and (ii) the proposed landscaping for the project is consistent with the City’s guidelines and includes the planting of native species.

Correspondence

None.

Gallery Comments

Richard Mayencourt, a Burkeville resident, spoke against the project’s proposed variance to reduce the minimum required interior side yard setback for one of the side yards from 4.0 metres to 1.5 metres, noting that it is unnecessary given the size of the proposed building and would set a precedent for future similar developments in the neighbourhood.

3.

Development Permit Panel

Wednesday, April 30, 2025

Lori Cockerill, a Burkeville resident, expressed concern about the potential increase of on-street parking in the neighbourhood as a result of the proposed development. Also, she queried about (i) the number of bedrooms in the proposed coach house and front principal building, (ii) the rezoning of properties in the Burkeville neighbourhood from single family to small-scale multi-unit housing use, and (iii) whether the proposed side yard setback variance for the proposed development would set a precedent for future similar developments in the neighbourhood.

In reply to the query regarding the number of bedrooms in the proposed development, the applicant confirmed that (i) two bedrooms are proposed for the coach house, and (ii) the front principal building includes a secondary suite with two bedrooms on the ground floor and four bedrooms on the second floor.

In reply to the concern about the potential increase in on-street parking in the neighbourhood, staff noted that the provision of three on-site parking stalls for the proposed development meets the City's "RSM/L" zoning requirements.

With regard to the query on the rezoning of properties in Burkeville neighbourhood from single-family to small-scale multi-unit housing use, staff noted that (i) in December 2023 the Provincial Government through Bill 44 required municipalities to rezone existing single-family lots to provide from three to six units on each lot depending on the lot size by June 30, 2024, (ii) the provincial legislation (Bill 44) meant that the City was required to rezone approximately 27,000 lots across the City, (iii) as a result of the provincial legislation, the City amended the zoning of lots greater than 280 metres in size including those in the Burkeville neighbourhood to allow the construction of up to four units for each lot, and the new "RSM/L" zoning took effect in June 2024, and (iv) the proposed development complies with the City's new "RSM/L" zoning requirements.

With regard to the query on the proposed interior side yard setback variance, staff noted that (i) lot widths of properties along Anson Avenue are between approximately 14.63 metres to 15.24 metres, and (ii) new principal dwellings that could be constructed in the Burkeville neighbourhood on lots with widths less than 15.0 metres would be able to have a setback of 1.2 metres on both side yards without a variance. In addition, the Chair advised that any proposed variance granted by the Panel is not precedent setting as every proposed variance is considered based on its own merits.

With regard to a further query regarding the applicability of Bill 44 to the Burkeville neighbourhood, the Chair advised that in addition to Bill 44, there was another piece of provincial legislation (Bill 47) that required municipalities to allow a certain minimum density within 800 metres of a transit station which would have covered eight lots in Burkeville but was opposed by the City in the case of Burkeville area as it is separated from the Aberdeen Station by the Fraser River.

Development Permit Panel

Wednesday, April 30, 2025

Victoria MacCuish, a Burkeville resident, expressed concern regarding (i) garages being converted into habitable spaces, (ii) potential increase in demand for on-street parking in the neighbourhood, and (iii) flooding in some areas in the neighbourhood due to the higher elevation of newer homes relative to the older homes.

Also, she queried about (i) the size of the proposed coach house and whether it is adequate to avoid the conversion of the garage into habitable space, (ii) proposed measures to mitigate flooding in some parts of the area, and (iii) the City's requirements with respect to the required amount of permeable surface area for developments in the neighbourhood.

In reply, staff noted that (i) the size of the proposed coach house is 230 square feet, (ii) as per the City's "RSM/L" zoning, the maximum coverage for buildings on the lot is 45 percent, and the minimum requirement for live landscaping on the property is 20 percent, (iii) the project meets the zoning requirements for building coverage, percentage of non-porous surfaces and landscaping requirements, and (iv) the applicant is required to provide on-site perimeter drainage as part of the building permit process to ensure stormwater is managed on-site.

Margaret Robins, a Burkeville resident, expressed concern regarding (i) the number of units in the proposed development, (ii) the impact of the proposed development on on-street parking in the neighbourhood as it would create conflict among residents, (iii) the possibility of converting the garage into a habitable or storage space, and (iv) project's on-site drainage system and the occurrence of flooding in front of their property.

Also, she queried about the location of the proposed side yard setback variance and whether the front principal building is centered on the lot.

In reply, staff noted that (i) the proposed side yard setback variance is being applied to the east side yard of the subject property, and (ii) the front principal dwelling is centred on the lot and the setback on either side of the building is 1.5 metres.

Andy Baxter, a Burkeville resident, queried about the possibility of introducing an on-street residential parking program in the neighbourhood whereby residential parking passes are issued only to residents in the neighbourhood for on-street parking in the area.

In reply, the Chair advised that (i) the City's parking requirements for the "RSM/L" zone are higher than what the Province requires for small-scale multi-unit housing developments, (ii) the three parking spaces provided in the proposed development comply with the City's Zoning Bylaw, and (iii) the proposed resident permit parking pass program is outside the purview of the Panel but can be referred to the City's Transportation Department for review.

Mark Reid, a Burkeville resident, queried about the location of the proposed side yard setback variance in the subject property and sought clarification regarding information provided on the Notice of Development Permit mailed to neighbouring properties of the subject property.

Development Permit Panel

Wednesday, April 30, 2025

In reply, the Chair noted that the proposed side yard setback variance is for the front principal dwelling and advised that a member of Planning staff will be available at the Council Chambers after the meeting to provide further information and answer questions from members of the public.

Amanda Porcheron, a Burkeville resident, expressed concern about the impact of the proposed development to the neighbourhood's community feel.

Panel Discussion

The Panel directed staff to work with the applicant to (i) consider the use of permeable pavers in lieu of concrete for the surface paving treatment of the on-site pedestrian pathways and surface parking stall, and (ii) register an additional legal agreement as a condition of Development Permit issuance that would prohibit the conversion of the two-car garage into any habitable space.

Also, the Panel advised the applicant to engage with residents of neighbouring properties, inform them of the project's construction process and address their concerns.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

1. *permit the construction of a rear yard infill building at 2051 Anson Avenue on a site zoned "Small-Scale Multi-Unit Housing (RSM/L)"; and*
2. *vary the provisions of Richmond Zoning Bylaw 8500 to reduce the minimum interior side yard along one of the side lot lines from 4.0 m to 1.5 m for the front principal building.*

CARRIED

2. DEVELOPMENT PERMIT 25-008025

(REDMS No. 8013360)

APPLICANT: Dream Casa Development

PROPERTY LOCATION: 2211 Anson Avenue

INTENT OF PERMIT:

Permit the construction of a rear yard infill building at 2211 Anson Avenue on a site zoned "Small-Scale Multi-Unit Housing (RSM/L).

Development Permit Panel

Wednesday, April 30, 2025

Applicant's Comments

Gurjot Punia, Dream Casa Development, 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:

- two parking spaces are provided for the front principal building in a garage off the lane and one surface parking stall is provided for the coach house with access from the lane;
- through future tenancy agreements, the owner proposes to limit the number of vehicles allowed per unit;
- a front porch is proposed on the front façade of the coach house to enhance the appearance of the rear lane;
- shared garbage and recycling bins and air source heat pumps are proposed to be located in the rear yard;
- decorative fence is proposed along the east and west side yards of the subject property;
- proposed landscaping for the subject site includes, among others, planting of trees, shrubs and grasses;
- the proposed surface paving treatment for the on-site pedestrian pathway and surface parking stall will be changed from concrete to permeable pavers; and
- the proposed design for the coach house in the subject property is similar to the design of the coach house at 2051 Anson Avenue.

Staff Comments

Mr. Reis noted that (i) the subject property is zoned “Small-Scale Multi-Unit Housing (RSM/L)” which was applied to the property in June 2024 in accordance with the Province’s Bill 44, (ii) the proposed rear yard infill development is consistent with the City’s Zoning Bylaw, (iii) an aircraft noise sensitive use covenant will be registered on Title to ensure that aircraft noise mitigation measures are incorporated into the building design, (iv) there is no proposed variance associated with the project, and (v) the front principal building is not part of the subject development permit application.

In reply to queries from the Panel, staff confirmed that (i) the subject property is approximately 14.6 metres wide and the required side yard setback is 1.2 metres on either side as the lot is less than 15 metres in width, and (ii) the proposed placement of buildings on the subject property is virtually the same as on the property at 2051 Anson Avenue.

Development Permit Panel

Wednesday, April 30, 2025

Panel Discussion

In reply to a query from the Panel, staff noted that the size of the proposed surface parking stall for the coach house meets the City's Zoning Bylaw requirement for small car parking stall.

In reply to a query from the Panel, the applicant noted that they will consider variation in colours for buildings on the proposed development to differentiate them from the buildings on the property at 2051 Anson Avenue.

Correspondence

None.

Gallery Comments

Andy Baxter, a Burkeville resident, noted that laneway homes usually provide a single car garage and expressed concern regarding the proposed double car garage in the proposed development as it could potentially be converted into a habitable space due to the size of the living space in the proposed coach house.

In reply, staff noted that the size of the proposed double car garage complies with the City's Zoning Bylaw. In addition, the Chair advised that the Panel would recommend that a legal agreement be registered that would prohibit the conversion of the proposed double car garage into any form of habitable space.

Victoria MacCuish, a Burkeville resident, queried whether an entrance is provided for the front principal dwelling from the garage off the lane.

In reply, the Chair confirmed that a direct pedestrian door from the back of the garage and a pedestrian pathway between the garage and the front principal dwelling are provided in the proposed development.

Lori Cockerill, a Burkeville resident, queried whether all single-family homes in the Burkeville neighbourhood have been rezoned to small-scale multi-unit housing under Bill 44 and whether the City has considered increasing public transit in the area due to anticipated increase in housing density and number of cars in the area.

In reply, staff confirmed that the entire Burkeville neighbourhood has been rezoned from single-family to small-scale multi-unit housing in accordance with Bill 44.

With regard to increasing public transit in the Burkeville area, the Chair advised that transit services are outside the purview of the City as it is the mandate of Translink; however, Council is supportive of and advocates for the provision of additional transit services and other transportation amenities to address Bill 44's impacts to Richmond communities.

Development Permit Panel

Wednesday, April 30, 2025

A Burkeville resident expressed concern regarding the current on-street parking situation in Burkeville due to the area's proximity to the Vancouver International Airport and BCIT Campus and the lack of public transit in the area. She noted that non-residents often park their vehicles in the Burkeville area which conflict with the on-street parking needs of residents in the area.

A Burkeville resident queried about the possibility of installing a ride-sharing station in the neighbourhood to address the transportation needs of residents.

In reply, the Chair advised that ride-sharing is outside the purview of the Panel as it is operated by private entities; however, the City supports and advocates for the provision and increase of the availability of ride share and other transportation initiatives throughout the City.

Panel Discussion

The Panel directed staff to work with the applicant to (i) ensure that the proposed on-site pedestrian pathways and surface parking stall are constructed of permeable pavers in lieu of concrete, (ii) revise the landscape plan for the project to include a variety of species to be planted on-site in order to provide variation to the proposed landscaping for the property at 2051 Anson Avenue, (iii) introduce a different colour scheme for the buildings on the subject property to differentiate them from the buildings on the property at 2051 Anson Avenue, and (iv) register an additional legal agreement as a condition of Development Permit issuance that would prohibit the conversion of the double car garage into any form of habitable space.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of a rear yard infill building at 2211 Anson Avenue on a site zoned "Small-Scale Multi-Unit Housing (RSM/L)".

CARRIED

3. New Business

It was moved and seconded

That the Development Permit Panel meeting tentatively scheduled on Wednesday, May 14, 2025 be cancelled.

4. Date of Next Meeting: May 28, 2025

Development Permit Panel
Wednesday, April 30, 2025

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:41 p.m.).

CARRIED

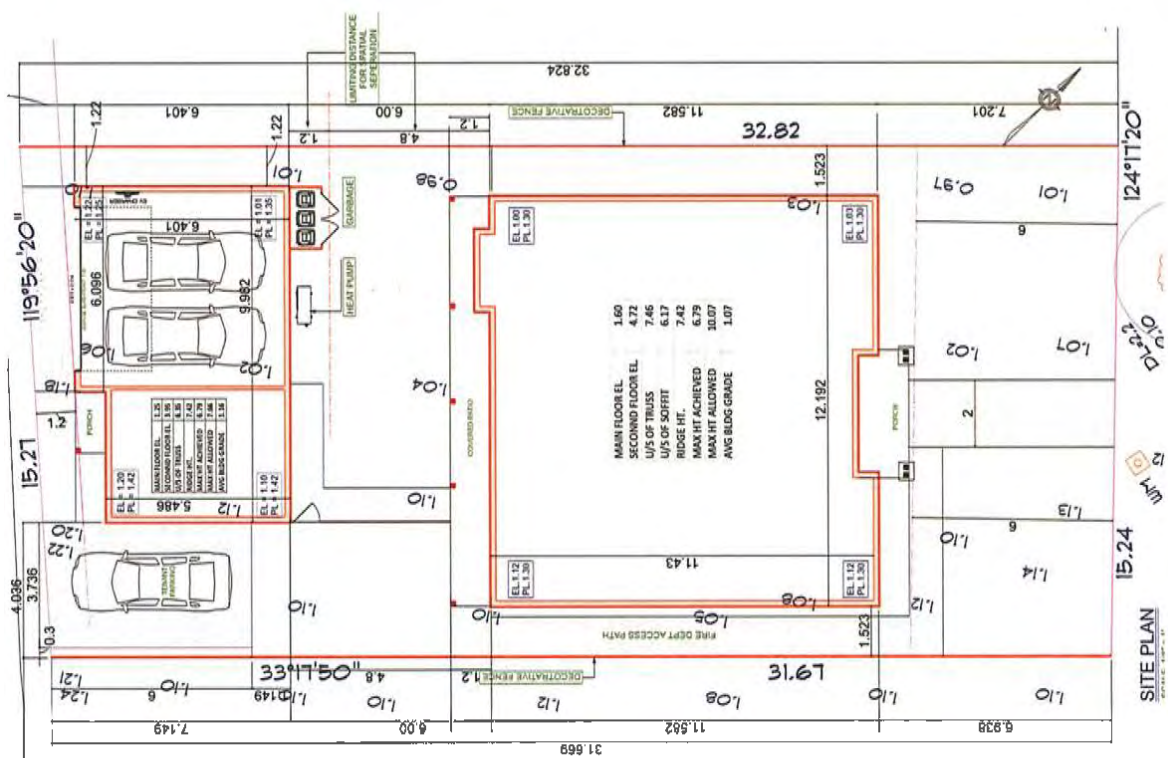
Certified a true and correct copy of the
Minutes of the meeting of the
Development Permit Panel of the Council
of the City of Richmond held on
Wednesday, April 30, 2025.

Wayne Craig
Chair

Rustico Agawin
Committee Clerk

2051 Anson Avenue

- 129 CL - 285
- 1.) Site Plan Review Combined
 - 2.) Single Family Dwelling Review
 - 3.) Second Dwelling Review
 - 4.) Landscape Reveiw





HARDIE BOARD



FLUTED CHANNELS



ASPHALT
SHINGLES
ROOFING

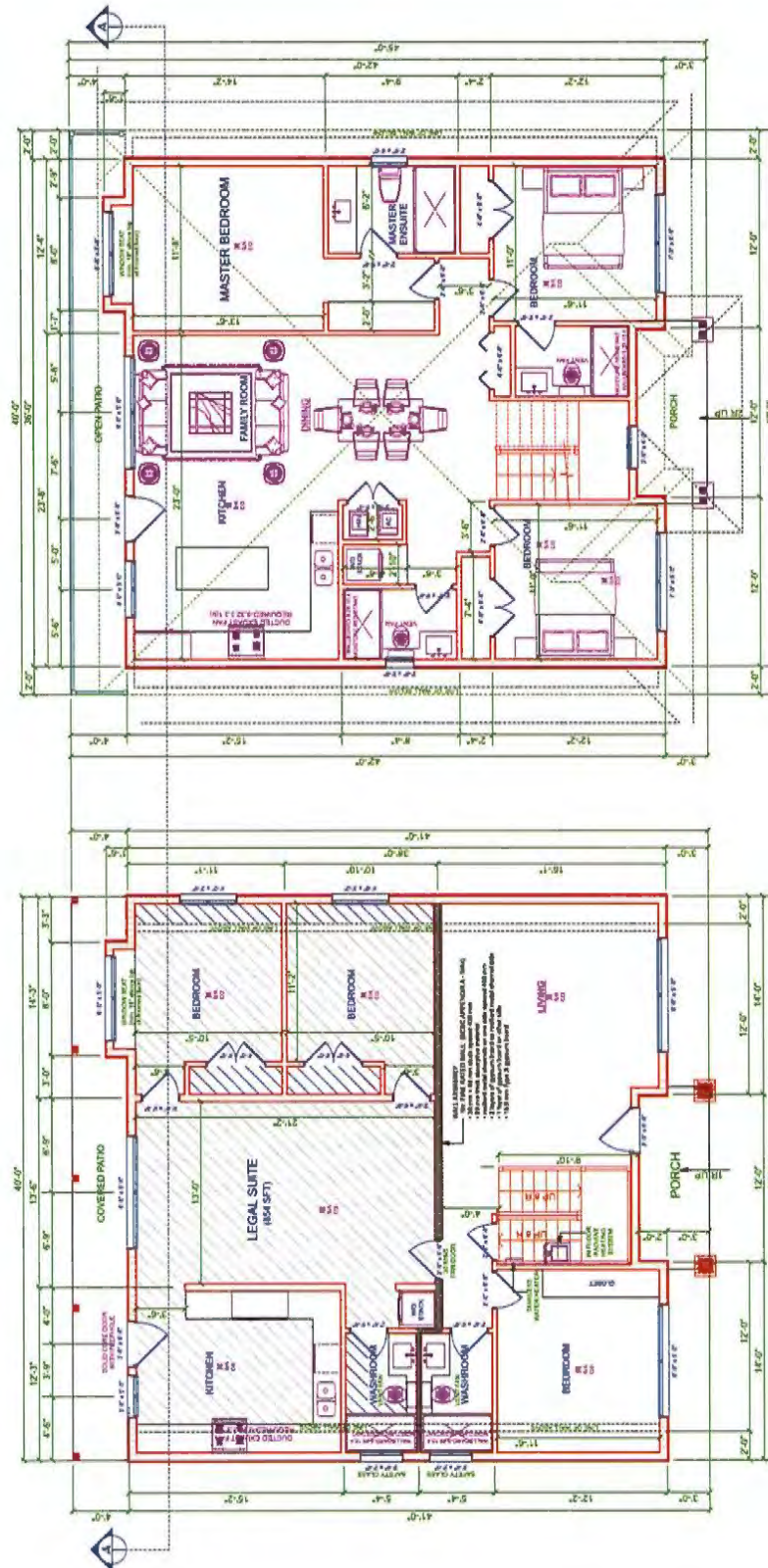


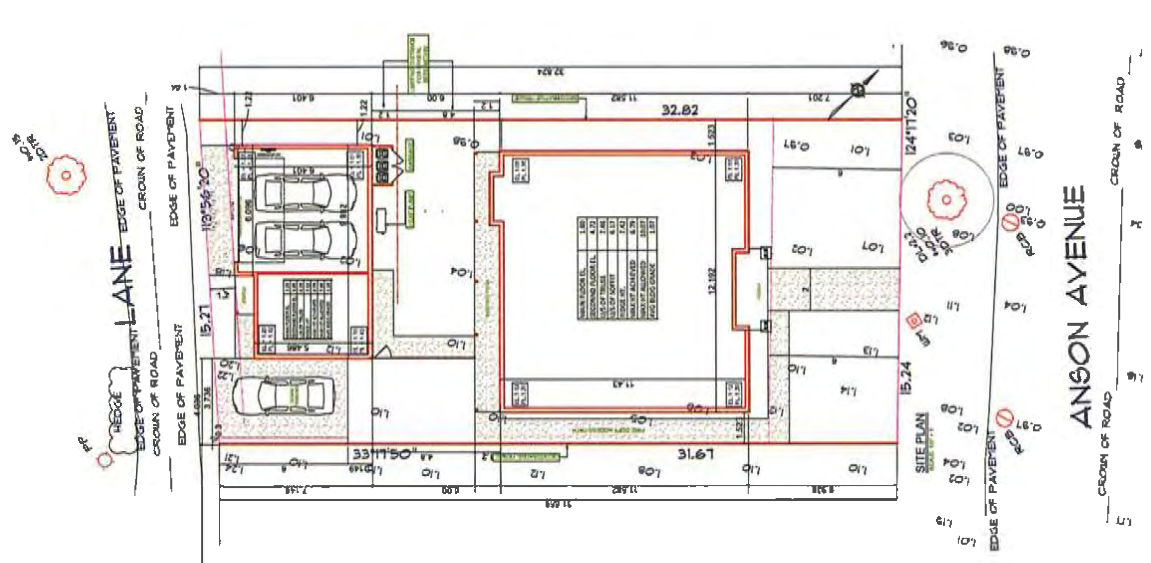
STONE



Rendering Example: (Hardie Panels not shown on render)







Second Dwelling Drawings



STONE

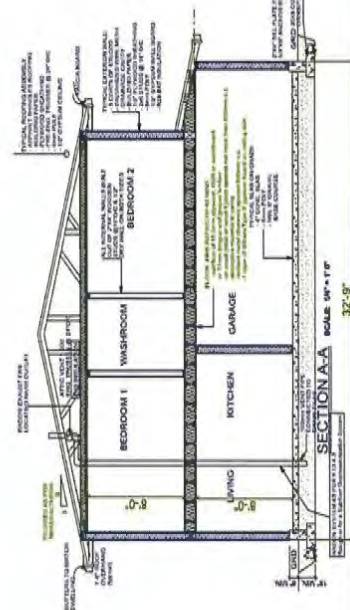
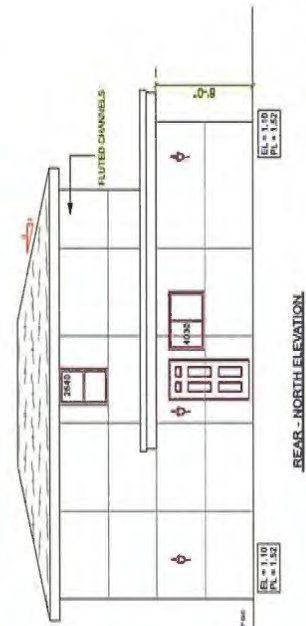
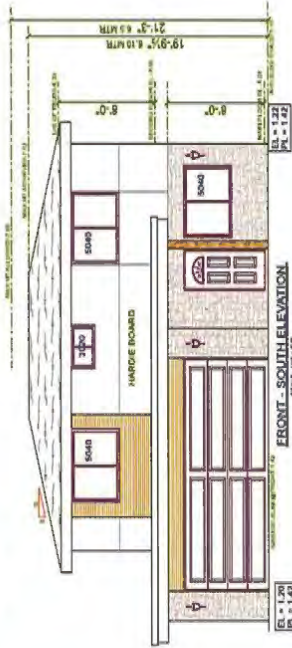
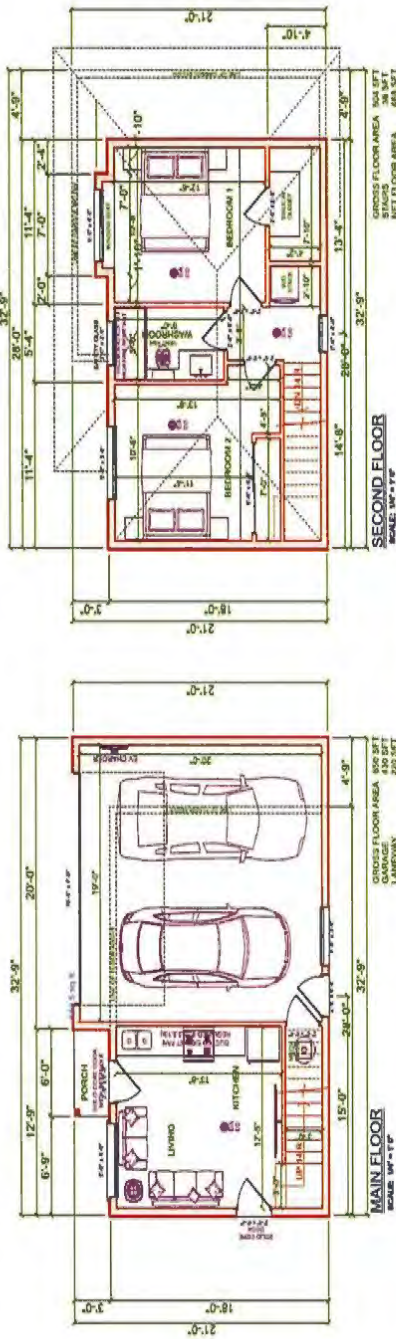


HARDIE BOARD



ASPHALT SHINGLES ROOFING

FLUTED CHANNELS



SITE ADDRESS

CLIENT

April 09, 2025
DP24-040880
Plan # 4

ANSON AVENUE

2211 Anson Avenue

1.) Site Plan Review Combined

2.) Second Dwelling Review

3.) Landscape Review



