



**City Council
Electronic Meeting**

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

**Monday, May 27, 2024
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*

CNCL-9 (1) *adopt the **minutes** of the Regular Council meeting held on May 13, 2024; and*

CNCL-17 (2) *adopt the **minutes** of the Regular Council meeting for Public Hearings held on May 21, 2024.*



AGENDA ADDITIONS & DELETIONS

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.*



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
- Municipal Top-Ups for Heat Pump Retrofits in Existing Ground-Oriented Residential Homes
- 2024 Child Care Professional and Program Development Grants – Second Intake
- Housing Agreement (Moderate Market Rental Housing) Bylaw No. 10528 And Housing Agreement (Market Rental Housing) Bylaw No. 10522 To Permit The City Of Richmond To Secure Moderate Market Rental And Market Rental Units At 8880 Cook Road And 8751 Citation Drive
- Housing Agreement (Affordable Housing) Bylaw No. 10557 To Permit The City Of Richmond To Secure Low End Market Rental (LEMR) Units At 8911, 8931, 8951, And 8991 Patterson Road
- ICBC-City Of Richmond Road Improvement Program – 2024 Update
- Cambie Road And No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use Pathway And Active Transportation Improvement Program 2022 – Project Update

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

Consent
Agenda
Item

6. COMMITTEE MINUTES

That the minutes of:

- CNCL-38 (1) the **Community Safety Committee** meeting held on May 14, 2024;
CNCL-43 (2) the **General Purposes Committee** meeting held on May 21, 2024;
(3) the *Planning Committee meeting held on May 22, 2024; (distributed separately) and*
(4) the *Public Works and Transportation Committee meeting held on May 22, 2024; (distributed separately)*

be received for information.

Consent
Agenda
Item

7. MUNICIPAL TOP-UPS FOR HEAT PUMP RETROFITS IN EXISTING GROUND-ORIENTED RESIDENTIAL HOMES

(File Ref. No. 10-6000-01) (REDMS No. 7611425)

CNCL-46

See Page CNCL-46 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the report titled “Municipal Top-Ups for Heat Pump Retrofits in Existing Ground-Oriented Residential Homes” from the Director, Sustainability and District Energy, dated May 6, 2024, be endorsed;*
- (2) *That the City enter into a Municipal Contribution Agreement with the Province of BC and BC Hydro to offer top-up incentives for heat pump and electrical service upgrades for ground-oriented residential homes in Richmond, and the General Manager, Engineering and Public Works/Deputy Chief Administrative Officer or Chief Administrative Officer be authorized to execute the agreement; and*
- (3) *That the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.*

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Consent
Agenda
Item

8. **2024 CHILD CARE PROFESSIONAL AND PROGRAM DEVELOPMENT GRANTS – SECOND INTAKE**
(File Ref. No. 07-3070-04) (REDMS No. 7650132)

CNCL-56

See Page CNCL-56 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the Child Care Professional and Program Development Grants be awarded for the total recommended amount of \$10,000 as identified in the staff report titled “2024 Child Care Professional and Program Development Grants – Second Intake” dated April 22, 2024, from the Acting Director, Community Social Development; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*



Consent
Agenda
Item

9. **HOUSING AGREEMENT (MODERATE MARKET RENTAL HOUSING) BYLAW NO. 10528 AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10522 TO PERMIT THE CITY OF RICHMOND TO SECURE MODERATE MARKET RENTAL AND MARKET RENTAL UNITS AT 8880 COOK ROAD AND 8751 CITATION DRIVE**
(File Ref. No. 08-4057-05) (REDMS No. 7595158)

CNCL-88

See Page CNCL-88 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Housing Agreement (Moderate Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10528 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Moderate Market Rental Units required by Rezoning Application RZ 21-932698; and*
- (2) *That Housing Agreement (Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10522 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Market Rental Units required by Rezoning Application RZ 21- 932698, be introduced and given first, second and third readings.*



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Consent
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Item

10. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10557 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW END MARKET RENTAL (LEMR) UNITS AT 8911, 8931, 8951, AND 8991 PATTERSON ROAD**
(File Ref. No. 08-4057-05) (REDMS No. 7633263)

CNCL-137

See Page CNCL-137 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (Affordable Housing) (8911, 8931, 8951 and 8991 Patterson Road) Bylaw No. 10557 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of section 483 of the Local Government Act, to secure the Low End Market Rental (LEMR) units required by rezoning application RZ 20-919113, be introduced and given first, second and third readings.



Consent
Agenda
Item

11. **ICBC-CITY OF RICHMOND ROAD IMPROVEMENT PROGRAM – 2024 UPDATE**
(File Ref. No. 10-6460-01) (REDMS No. 7605882)

CNCL-167

See Page CNCL-167 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the proposed road safety improvement projects, as described in Attachment 2 of the staff report titled “ICBC-City of Richmond Road Improvement Program – 2024 Update,” dated April 19, 2024 from the Director, Transportation, be endorsed for submission to the ICBC 2024 Road Improvement Program for consideration of cost-share funding; and*
- (2) *That should the above applications be successful, the Chief Administrative Officer and General Manager, Planning and Development, be authorized to execute the cost-share agreements on behalf of the City, and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.*



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Consent
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12. **CAMBIE ROAD AND NO. 5 ROAD INTERSECTION UPGRADE, NO. 2 ROAD MULTI-USE PATHWAY AND ACTIVE TRANSPORTATION IMPROVEMENT PROGRAM 2022 – PROJECT UPDATE**

(File Ref. No. 10-6000-01) (REDMS No. 7618994)

CNCL-174

See Page CNCL-174 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the increase in project budgets for the Cambie Road and No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use Pathway and Active Transportation Program 2022 be approved as presented in the report “Cambie Road and No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use Pathway and Active Transportation Improvement Program 2022 –Project Update” dated April 24, 2024 from the Director, Transportation and Director, Engineering; and*
- (2) *That the 5 Year Financial Plan (2024-2028) be amended accordingly.*



CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

Pg. # ITEM

BYLAW FOR 1st/2nd/3rd READINGS

**ADMINISTRATIVE CORRECTION – ZONING BYLAW 8500,
AMENDMENT BYLAW 10357**
(File Ref. No.) (REDMS No.)

CNCL-181

See Page CNCL- 181 for Staff Memorandum and Bylaw No. 10562

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10562 be introduced and given first, second and third readings.

BYLAWS FOR ADOPTION

CNCL-184

Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) **Bylaw No. 10512**
Opposed at 1st/2nd/3rd Readings – None.

CNCL-211

Housing Agreement (Affordable Housing)
(10611 and 10751 River Drive) **Bylaw No. 10524**
Opposed at 1st/2nd/3rd Readings – None.

CNCL-237

Housing Agreement (Market Rental Housing)
(10611 and 10751 River Drive) **Bylaw No. 10525**
Opposed at 1st/2nd/3rd Readings – None.

DEVELOPMENT PERMIT PANEL

13. RECOMMENDATION

Council Agenda – Monday, May 27, 2024

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CNCL-256 *That the **minutes** of the Development Permit Panel meeting held on May 15, 2024 be received for information.*

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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

Alex Sagert to delegate on treatment options for Richmond residents

15. *Motion to rise and report.*

ADJOURNMENT



Regular Council

Monday, May 13, 2024

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 7:01p.m.

RES NO. ITEM

MINUTES

- R24/9-1 1. It was moved and seconded
That:
- (1) *the minutes of the Regular Council meeting held on April 22, 2024, be adopted as circulated;*
 - (2) *the minutes of the Special Council meeting held on May 6, 2024, be adopted as circulated; and*
 - (3) *the Metro Vancouver ‘Board in Brief’ dated April 27, 2024, be received for information.*

CARRIED



Regular Council
Monday, May 13, 2024

PRESENTATION

Mandy Hadfield, Manager, Sports and Community Events, presented the Volunteer Video in honour of National Volunteer Week (April 14-20, 2024), highlighting that the week celebrates the valuable contributions of community volunteers who have helped make Richmond a vibrant community.

A brief discussion ensued in regards to (i) tracking volunteer hours, (ii) posting the contributions of community volunteers on social media platforms, and (iii) the development of workshops and/or seminars to help support the recruitment of more volunteers.

COMMITTEE OF THE WHOLE

- R24/9-2 2. It was moved and seconded
 That Council resolve into Committee of the Whole to hear delegations on agenda items (7:11 p.m.).

CARRIED

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

- R24/9-3 4. It was moved and seconded
 That Committee rise and report (7:12 p.m.).

CARRIED

CONSENT AGENDA

- R24/9-4 5. It was moved and seconded
 That Items No. 6 through No. 15 be adopted by general consent.

CARRIED



**Regular Council
Monday, May 13, 2024**

6. COMMITTEE MINUTES

That the minutes of:

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

ADOPTED ON CONSENT

7. DESIGNATED BMX TRACK AND PUMP TRACK FACILITIES

(File Ref. No. 06-2345-01; 06-2345-04) (REDMS No. 7597668, 7622959)

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

ADOPTED ON CONSENT

8. AQUATICS INSTRUCTOR AND LIFEGUARD SUBSIDY PROGRAM UPDATE

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

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

ADOPTED ON CONSENT



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Monday, May 13, 2024

9. **HUGH BOYD COMMUNITY FACILITY AND FIELDHOUSE PROJECT**

(File Ref. No. 06-2052-20-HBSC) (REDMS No.)

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

ADOPTED ON CONSENT

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

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

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

ADOPTED ON CONSENT

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

(File Ref. No. 01-0095-20-871; 01-0100-30-RSWA1-011) (REDMS No. 7683228, 5476921)

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

ADOPTED ON CONSENT

12. **2023 CONSOLIDATED FINANCIAL STATEMENTS**

(File Ref. No. 03-1200-02) (REDMS No. 7649224)

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

ADOPTED ON CONSENT



**Regular Council
Monday, May 13, 2024**

13. **HOUSING AGREEMENT BYLAW NO. 10524 AND HOUSING AGREEMENT BYLAW NO. 10525 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL (LEMR) AND MARKET RENTAL UNITS AT 10611 AND 10751 RIVER DRIVE**
(File Ref. No. 12-8060-20-010524; 12-8060-20-010525) (REDMS No. 7596452, Bylaw 10524, 7482947, 7617545, Bylaw 10525, 7483914, 7632778)

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

ADOPTED ON CONSENT

14. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10512 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW END MARKET RENTAL (LEMR) UNITS AT 4651, 4671, 4691 SMITH CRESCENT, AND 23301, 23321, 23361, 23381 GILLEY ROAD**
(File Ref. No. 12-8060-20-010512) (REDMS No. 7510319, 7510994, 7480955)

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

ADOPTED ON CONSENT



**Regular Council
Monday, May 13, 2024**

15. **APPLICATION BY KENNETH KIM ARCHITECTURE INC. FOR REZONING AT 6560 AND 6580 WILLIAMS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “LOW DENSITY TOWNHOUSES (RTL4)” ZONE**

(File Ref. No. 12-8060-20-010546; RZ 21-945388) (REDMS No. 7590174, 7602164)

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

ADOPTED ON CONSENT

PUBLIC ANNOUNCEMENTS

Mayor Brodie announced that:

That the following individuals be appointed to the new Richmond Youth Advisory Committee as citizen representatives for the remainder of the 2024 term that will expire on December 31, 2024:

- Cindy Fu;
- Ekaterina Gofsky;
- Salar Khan;
- Linus Lau;
- Sophia Lim-Metz;
- Emmett Mark;
- Zachary Thompson;
- Joe Vu; and
- Wendy Zhang;



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The following individuals were appointed to the new Richmond Youth Advisory Committee as organizational representatives for the remainder of a two-year term that will expire on December 31, 2025:

- Rav Johal (Richmond School District No. 38);
- Alvin Li (Richmond Addiction Services Society);
- Jason Liu (Aspire Richmond); and
- Gregg Loo (Foundry Richmond and Vancouver Coastal Health);

Councillor Carol Day was appointed as the City Council Liaison to the new Richmond Youth Advisory Committee as a non-voting member for the remainder of the 2024 term.

BYLAWS FOR ADOPTION

R24/9-5

It was moved and seconded

That the following bylaws be adopted:

Traffic Bylaw No. 5870, Amendment Bylaw No. 10543;

Traffic Bylaw No. 5870, Amendment Bylaw No. 10554; and

Annual Property Tax Rates (2024) Bylaw No. 10547.

CARRIED

DEVELOPMENT PERMIT PANEL

R24/9-6

16. It was moved and seconded

(1) That the minutes and the Chair's report for the Development Permit Panel meeting held on April 24, 2024, be received for information.

CARRIED



**Regular Council
Monday, May 13, 2024**

ADJOURNMENT

R24/9-7

It was moved and seconded
That the meeting adjourn (7:22 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 13, 2024.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)



Regular Council meeting for Public Hearings
Tuesday, May 21, 2024

Place: Council Chambers
Richmond City Hall

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

Evangel Biason, Acting Corporate Officer

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

- 1. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10514 (RZ 20-921503)**
(Location: 8180, 8200, 8220, 8240, 8260, 8280 and 8300 Leslie Road; Applicant: Billard Architecture Inc.)

Written Submissions:
Michael and Rose Tse (Schedule 1)

Submissions from the floor:
James Downing, 8200 Leslie Road, spoke in opposition of the rezoning, expressing concerns about (i) displacement of residents and the removal of housing and (ii) increased traffic.
Ross McCutcheon, 8380 Leslie Road, spoke in opposition to the rezoning and referenced his submission (attached to and forming part of these minutes as Schedule 2), noting concerns about (i) displacement of residential housing and (ii) negative effects on local wildlife.

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Marina Lott, 8320 Leslie Road, spoke in opposition to the rezoning and referenced her submission (attached to and forming part of these minutes as Schedule 3), expressing concerns about (i) traffic impacts, (ii) increased noise, and (iii) negative effects on local wildlife.

Applicant's Comments:

The applicant was available to respond to queries.

Brian Dagneault, Applicant, representing Dagneault Planning Consultants Ltd., noted that:

- information on tenancy assistance has been provided and the application will comply with Provincial tenancy regulations;
- a Traffic Impact Assessment was provided, identifying future traffic, additional lanes, and traffic lights;
- additional screening, fencing, and hedging material will be installed to address noise concerns; and
- the applicants have engaged a qualified environmental professional to conduct bird nest survey and their findings will aid in the creation of a management plan that would be in accordance with Provincial and Federal requirements.

Discussion ensued regarding (i) tree retention and replacement, (ii) future road widening and intersection improvements, and (iii) improved pedestrian and bicycle connectivity.

PH24/5-1

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10514 be given second and third readings.

Regular Council meeting for Public Hearings Tuesday, May 21, 2024

The question on the motion was not called as discussion ensued with regard to (i) the Official Community Plan (OCP) designation of mixed-use and the application being in compliance with the OCP designation, (ii) tree retention and wildlife habitat preservation, (iii) the transition from existing residential uses to light industrial limited commercial development as envisioned in the City Centre Area Plan (CCAP), (iv) proposed road widening and frontage and intersection improvements, and (v) the design and construction of a proposed linear park along Hazelbridge Way as a key component of the CCAP, and a proposed neighbourhood green link as identified in the 2010 Richmond Trail Strategy.

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

PH24/5-2

It was moved and seconded

That the staff report titled "Application by Billard Architecture Inc. for Rezoning at 8180, 8200, 8220, 8240, 8260, 8280 and 8300 Leslie Road from the "Single Detached (RS1/E)" Zone to the "Light Industrial, Office and Limited Commercial (ZI21) - Aberdeen Village (City Centre)" Zone and the "School & Institutional Use (SI)" Zone", dated March 11, 2024, from the Director, Development, be referred back to staff for further review.

DEFEATED

Opposed: Mayor Brodie

Cllrs. Au

Heed

Hobbs

Loo

McNulty

Discussion ensued regarding further refinement of design and landscaping details at the Development Permit Panel stage.

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

**Regular Council meeting for Public Hearings
Tuesday, May 21, 2024**

2. **TEMPORARY COMMERCIAL USE PERMIT (TU 23-024083)**
(Location: 13651 Bridgeport Road; Applicant: Pooni Group)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

Andre Chilcott (Schedule 4)

Shaena Furlong (Schedule 5)

Submissions from the floor:

None.

PH24/5-3

It was moved and seconded

To allow a maximum of 1,490 m² (16,043 ft²) of floor area to be used for 'Warehouse Sales' limited to the sale of household appliances, and the provision of 87 parking spaces, at 13651 Bridgeport Road on a temporary basis until February 28, 2027.

The question on the motion was not called as discussion ensued with respect to the length of the permit in relation to the applicant's current lease.

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

3. **OFFICIAL COMMUNITY PLAN BYLAW 7100, AMENDMENT BYLAW 10530 RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10531 (RZ 20-915237)**

(Location: 8351 River Road, 8411, 8431, 8451 West Road and 2431 No. 3 Road, and Provincial Crown Land (PCL) - Block A, District Lot 6578, Group 1, New Westminster District and a Portion of District Lot 6689, Group 1, New Westminster District (Crown Lands Registry), and Lot 87 Except: Part on Plan 70252, District Lot 478 Group 1 and Section 21 Block 5 North Range 6 West, New Westminster Land Plan 34592; Applicant: Jingon International Development Group)

Applicant's Comments:

The applicant was available to respond to queries.

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Written Submissions:

Raymond Cheung (Schedule 6)

Nancy Small (Schedule 7)

Ahmed Alhatti (Schedule 8)

Shaena Furlong (Schedule 9)

John Roston (Schedule 10)

Submissions from the floor:

None.

PH24/5-4

It was moved and seconded

That Richmond Zoning Bylaw 7100, Amendment Bylaw 10530 be given second and third readings.

The question on the motion was not called as discussion ensued in regards to (i) coordinating the proposed development with incremental dike upgrades to accommodate the City's potential future raising of the dike crest across the site's frontage, (ii) parking and the submission and approval of a Traffic Impact Assessment, (iii) design details of the proposed arts and culture facility, and (iv) retaining the Richmond Night Market on the subject property.

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

PH24/5-5

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10531 be given second and third readings.

CARRIED

ADJOURNMENT

PH24/5-6

It was moved and seconded

That the meeting adjourn (8:17 p.m.).

CARRIED

**Regular Council meeting for Public Hearings
Tuesday, May 21, 2024**

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 21, 2024.

Mayor (Malcolm D. Brodie)

Acting Corporate Officer (Evangel Biason)

Schedule 1 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 21, 2024.

RE LESLIE CENTRE DEV.

HI SARA,

GLAD YOU ARE BACK. HOPE YOU HAD A GREAT HOLIDAY.

ENCLOSED PLEASE FIND:

- 1) CONCERNS AND ? POSSIBLE SOLUTIONS (2 PAGES)
- 2) FUTURE ACCESS AND SHARED DRIVEWAY PROBLEMS,
AS IT RELATES TO EXISTING SITUATION. (1 PAGE)
- 3) VARIOUS ALTERNATIVES
- 4) TRAFFIC NOISE REDUCTION AND PRIVACY
ACCORDING TO VARIOUS EXPERTS / AUTHORITIES (1 PAGE SUMMARY +
SUPPORTING DOCUMENTS)

THANKS FOR YOUR UNDERSTANDING AND PATIENCE,

BEST,
MICHAEL AND ROSE TSE
871,HERITAGE BLVD.'
N. VANCOUVER,BC, V7J 3G6

PS: YES,SARA, YOU ARE CORRECT RE DUPLICATIONS,AS I PUNCHED DIFFERENT
SIGNS. SORRY.
PUBLIC HEARING FALLS ON TUESDAY MAY 21 2024,(NOT MONDAY),CORRECT?



PHOTOCOPIED
APR 04 2024 PA
& DISTRIBUTED

In view of above, it is **REASONABLE** that Adj.properties be fully, effectively, efficiently separated by

- 1) **CONTINUOUS,SOLID,THICK,HIGH BARRIER** ,with **MEASURES** as suggested by **EXPERTS** (see appendix pl)
- 2) **END OF DRIVEWAY**- -sufficiently away from property line say 40 meter (131.23 ft) or more,
(pl. refer to fig.3 ,city of VANCOUVER,NOISE CONTROL)
- 3) **MOVE “small industry loading”** to **new END OF DRIVEWAY** ,as suggested in 2) above.

This also serve TO DECLARE THAT WE **REJECT** :
“**FUTURE ACCESS TO ADJACENT PROPERTY**’ to avoid ANY **FUTURE IMPLICATIONS** of **IMPLIED EASEMENT** by estoppel, express or implied grant , way of necessity, prescription etc.

ALTERNATIVES FOR US RE LESLIE PROPERTY:

1) **MANUFACTURING** , AS SHOWN IN A6.01

NO
NEVER IMAGINED THIS WAY TO USE CITY CENTRE LAND .

2) **DEVELOPMENT AS A BLOCK (10 LOTS) OR** **4 REMAINING SINGLE LOTS JOINED TOGETHER ,** **WITH BUY OUT OR JOINT VENTURE:**

OUT OF THE QUESTION :

5 PARTIES INVOLVED WITH: NO INTEREST OR INCLINATION INDICATED
DIFFERENCES IN FINANCIAL,CULTURAL
MANAGERIAL CAPABILITIES ETC
MINORITY POSITION
INCOMPATIBILITY & POOR COMMUNICATION

3) **KEEP RESIDENTIAL**, WITH ONLY OWN PROPERTY

FEASIBILITY STUDIES ON FOLLOWING SENIOR ACCOMMODATION CRITERIA:

SMALL GROUP OF ONLY 3 TO 6
COMPATIBLE & COMPLEMENTARY :PROSPECT OF MUTUAL HELP
GET HELPER OR OTHER SERVICES JOINTLY TO LOWER EXPENSES
EMPHASIZES ON PREVENTION ,AVOID, ISOLATION
SELF HELP & MUTUAL HELP TO IMPROVE QUALITY OF LIFE
DECREASE BURDEN TO OTHERS & /GOVERNMENT

IDEAL LOCATION—SHOPPING,GROCERIES, RESTAURANTS ABOUND
EXERCISES IN SHOPPING CENTRES
LIBRARY, COMMUNITY CENTRES & HIGHER EDUCATION
TRANSPORTATION —SKYTRAIN, ,BUS NEARBY
GOOD SOIL FOR PLANTING SOME ORGANIC VEGETABLE
FOR OWN USE

IN KEEPING WITH NEW PROVINCIAL LEGISLATION RE HOUSING CRISIS.

4) **SALE**--ALSO UNDER CONSIDERATION

DEPENDING ON FUTURE GENERATION INPUT & PROSPECTS

TARGET CUSTOMER—SINGLE ,INDEPENDENT USE OR DEVELOPMENT.
INCONCEIVABLE TO ALLOW ACCESS OR DRIVEWAY AT BACK
IMAGINE TRAFFIC NOISE & PRIVACY ISSUES ETC. FROM
FRONT,BACK AND SIDE ON A 135 FT DEEP ONLY LOT!

Determine Your Noise Reduction Needs consider the source of the noise and its decibel level.

Consider Different Materials

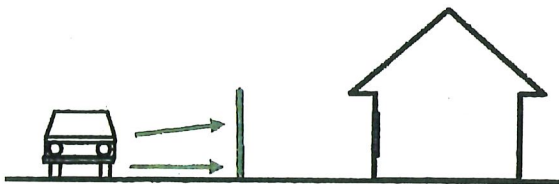
Concrete walls or panels are excellent choices for maximum noise reduction. They are sturdy and long-lasting!

While certain materials may be more expensive upfront, they could offer better long-term value due to their durability and low maintenance requirements.

Evaluate Height and Design Options

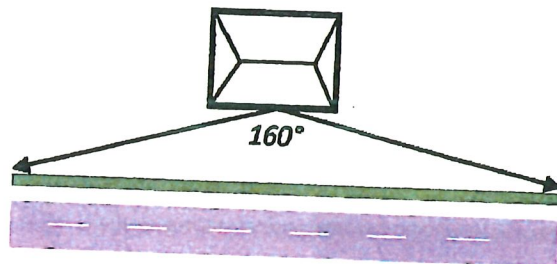
The height of your outdoor sound barrier fence plays a crucial role in its effectiveness. The taller the fence, the more noise it will block out.

Where truck noise is significant, the barrier height may need to be increased to block line-of-sight to the top of the vehicle. Remember to check with your planning authority whether approval is required to construct a new fence.



The barrier must be high enough to block line-of-sight between the noise source and the point where noise may enter your house

To be effective, fences also need to extend down side boundaries, or be long enough to provide at least 180° of protection.



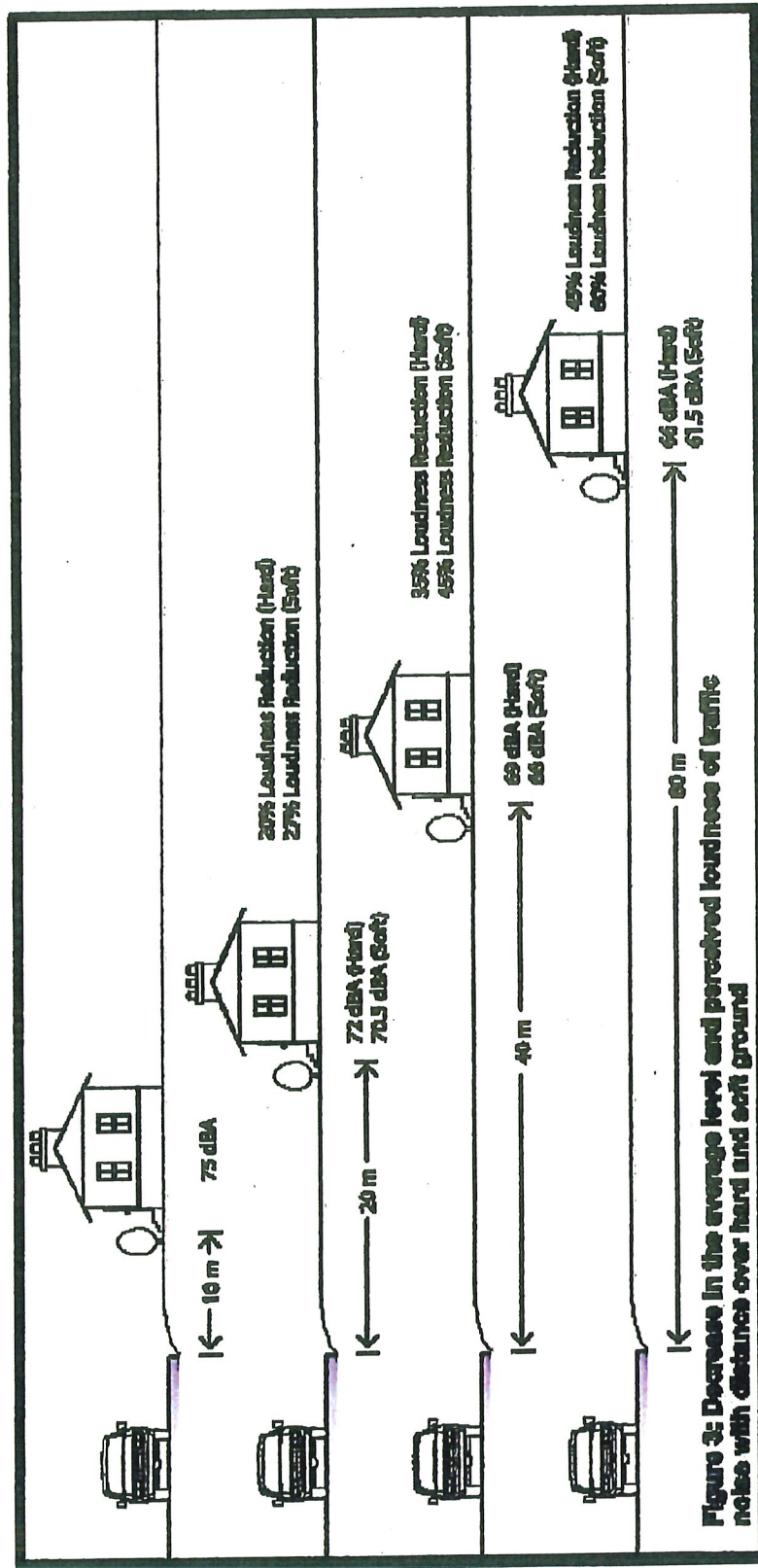


Figure 3: Decrease in the average level and perceived loudness of traffic noise with distance over hard and soft ground

What are the most innovative solutions for reducing transportation-related noise pollution?

Powered by AI and the LinkedIn community

- 1 [Low-noise pavements](#)
- 2 [Quiet zones](#)
- 3 [Electric vehicles](#)
- 4 [Noise barriers](#)
- 5 [Noise mapping and action plans](#)
- 6 [Here's what else to consider](#)

Noise pollution is a serious environmental and health issue that affects millions of people around the world. It can cause stress, hearing loss, sleep disturbance, cardiovascular diseases, and reduced quality of life. Transportation is one of the major sources of noise pollution, especially in urban areas where traffic, trains, planes, and construction are constantly generating loud sounds. How can transportation planning help reduce noise pollution

Arka Kanungo, LSSGB™, MCIHT, AITP, MCoA
 Consultant - Transport & Trade Facilitation, ADB | Internation...

Reducing transportation-related noise pollution necessitates multifaceted approach integrating technology, strategies, and behavioural changes. Case studies:

- 1. Sweden's use of porous asphalt on major roads significantly attenuated traffic noise.... [...see more](#)

1 Low-noise pavements

One way to reduce noise pollution from road traffic is to use low-noise pavements, which are designed to absorb or dissipate sound waves instead of reflecting them. Low-noise pavements can be made of porous asphalt, rubberized asphalt, or stone mastic asphalt, among other materials. These pavements can reduce noise levels by up to 10 decibels, which is equivalent to halving the traffic volume. Low-noise pavements also have other benefits, such as improving drainage, reducing splash and spray, and enhancing skid resistance.

Omid YOUSEFI
 Experienced Urban Planner, Civil Eng & Data Analyst... (edited)

Exploring the future of urban tranquility: Our latest research harnesses AI and data analysis to revolutionize transportation noise control. Discover how low-noise pavements, like porous asphalt, reduce noise by 10dB - akin to halving traffic volume. Beyond material innovation, our holistic approach int...[see more](#)

The most innovative response to noise pollution is also the oldest response: traffic calming.

Motor vehicles will continue to exist, but the faster they go, the more noise pollution is generated. And besides the nuisance aspect, excessive road noise has negative mental health impacts.

Treat noise pollution on collectors and arterials like a health AND safety issue.

From: Ross McCutcheon <ramcc95@gmail.com>
Sent: May 21, 2024 7:26 AM
To: CityClerk
Subject: RZ 20-921503 properties 8180, 8200, 8220, 8240, 8260, 8280 & 8300 Leslie Road

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

Dear City of Richmond,

I am writing today in response to RZ 20-921503 Notice of Public Hearing. I have resided in Richmond for 32 years and in three years, I look forward to call myself a local.

I am not opposed to development except where it displaces or eliminates residential housing. Which, regrettably this proposal does.

With the City, Province & other parties involved in building the \$2 billion dollar Canada Line, I believe within walking distance along the transit corridor a mix of residential & commercial development should be maintained.

I would implore the City to rethink the long term zoning and return the area to a High Density zoning. With six stories in this development, it must be possible to include residential housing.

Some notes with respect to nature. The properties in question fall in line of the Blackbird migratory route. Wintering in Burnaby, for generations the Blackbirds come and nest in the trees along Leslie Road in Richmond.

In addition the number of Chickadees, Robins and Hummingbirds are significant. Also note there is a resident Hawk, Owl and Eagles. With respect to ground animals, are squirrels, racoons and a coyote. I'm wondering if an assessment of Wildlife has been made?

Finally, and only recently noted during the sewer upgrade, along Leslie Road. City Engineering may recall the difficulty installing the sewer pipe 10'-20' down, due to the river of mud that exists at that depth. Is the ground supportive of a structure of this size?

I hope the City and Development can reach a suitable arrangement for blending into the City core.

Sincerely yours,
Ross McCutcheon
8380 Leslie Rd,
Richmond, BC V6X 1E5,

From: marina lott <lottmarina@yahoo.com>
Sent: May 21, 2024 3:12 PM
To: CityClerk
Subject: public hearing 7pm may 21,2024

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.

My name is Marina Lott and I live right next door the the proposed site at the corner of Hazelbridge and Leslie Rd. I have lived here for 14 and a half years at 8320 Leslie Rd. I have a number of concerns in regards to this construction. I have seen many and heard many accidents at this corner, the traffic, especially on the weekends is heavy and blocked. How will this driveway make it any better. No traffic checks that I recall have been made. What about the traffic on Leslie Rd, it can be nuts, people have already been struck by cars, and some close calls, several by to me. Cars speed down this road so carelessly. This really should be addressed.

i'm very concerned about the noise from this building when finished and my privacy. How close will this be to me, and who can spit in my yard. The Loading Zone can't be beside me, that's more noise again intruding. Like there isn't enough noise at nite from the Zodiac. What about the parking on the street. There are homes here! I have to deal with then with parking infront of our homes. the noise from all the people, cars. AND A LANEWAY TOO!

The saddest of it all is the wildlife here will be obliterated. So far I have kept watch and track of 35 species of wildlife, and not just me but my daughters as well. There could be even more, I'm not outside 24/7, and at night the owls all look the same. Of these 34 have been in my BACKYARD, and only 1 across the street. 33 species I have a name for, 2 I haven't. god knows I've tried, but I can't identify. So not only does this kind of displace me in a way.....BUT ALL these animals. I bet no one thought about that. A couple are new arrivals, started coming last year. And a flock of 20 -30 bright finch come almost every early summer. Bet you didn't know that.

There needs to be a LOT of more research in to this area, already building around here has displaced Heron. And I'd like to add, several neighbours across the street...They don't understand you notice!!!! You should be going door to door making sure that everyone knows what's in the future for our neighbourhood.

Thank You, Marina Lott



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Landa Global Properties Ltd.

1550 - 200 Burrard St.
Vancouver, B.C. V6C 3L6
landaglobal.com

T 604 256 5888
E info@landaglobal.com

City of Richmond
6911 Number 3 Rd,
Richmond, BC V6Y 2C1

Dear Mayor and Council,

I am writing to support the Temporary Use Permit extension that would allow Midland Appliance to continue operating their business temporarily at 13651 Bridgeport Road. I worked with Midland on a development project in 2006-2022. They are a great corporate entity that serves a very important role in the development industry. They supply a full range of appliances to the range of development projects we need in the region.

Letting Midland stay in its current location makes sense for their employees and existing
customers. I encourage Council to support the extension.

Thank you for your attention to this matter.
Sincerely,

A handwritten signature in black ink, appearing to read "Andre Chilcott", written over a horizontal line.

Andre Chilcott
SVP of Development, Landa Global Properties



Schedule 5 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 21, 2024.

May 21, 2024

RE: Letter of Support for Extension of Temporary Use Permit at 13651 Bridgeport Road

Dear Mayor and Council,

On behalf of the Richmond Chamber of Commerce, this letter is in support of Midland Appliance Ltd. and its request for extension to the Temporary Use Permit for Midland Appliance at 13651 Bridgeport Rd. This location employs 30-35 full time equivalent employees throughout the year and is a hub for homeowners and home builders.

In the two years that Midland Appliance has been a member of the Richmond Chamber of Commerce, we have seen their commitment to corporate citizenship and their impressive business growth. In the past year, Midland has opened two impressive new showrooms in Langley and Abbotsford.

The company was recognized as a Finalist for our "2022 Large Business of The Year" Business Excellence Awards. Since then, the company has been a supporter of various Chamber initiatives, including acting as hosts to a 2023 Richmond Chamber roundtable focused on the real estate and development sector.

As they celebrate their 40th year in business this year, 2024, Midland is working to expand their offering to the Richmond community by growing their sales and service teams.

It would benefit the city and community if Midland continues to invest in its headquarters in Richmond and brings more employees to this location. The Chamber understands the challenges and costs that a relocation of this size would present, we hope that Council will grant Midland an extension to their Temporary Use Permit, allowing the company the time it needs to successfully find a suitable new location.

The Chamber is supportive of Midland's request to remain in their current location until a suitable site is available for relocation and/or alternative solution that allows them to remain in the city.

Thank you for your consideration,



Shaena Furlong
President & CEO
Richmond Chamber of Commerce

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Schedule 6 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 21, 2024.

Firework Productions Ltd.

3063-8700 McKim Way
Richmond BC V6X 4A5

Tel: 604-244-8448

Email: admin@richmondnightmarket.com



May 16th, 2024

Re: Duck Island Rezoning Application

To: Mayor and Council:

My name is Raymond Cheung. My company, Firework Productions Ltd., owns and operates the Richmond Night Market. In the past 24 years, with the help and support of the Mayor & council and the City staff, our event has become the largest Night Market in North America and an iconic event in the City of Richmond.

For the Duck Island rezoning, we were very pleased that during the first reading of the application for the rezoning bylaw on May 13, the developer told the Council that they are committed to the continuation of our Night Market on the current site. We trust that the City is as pleased as we are to know that Night Market will be part of this future development.

We support this future development plan, and we look forward to creating a more exciting experience for our visitors in the years to come.

Raymond Cheung
CEO, Firework Productions Ltd.



Schedule 7 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 21, 2024.



205 South Tower, 5811 Cooney Rd
Richmond, British Columbia
Canada, V6X 3M1

604 821 5474
info@tourismrichmond.com

May 17, 2024

Dear Mayor and Council,

As many of us have seen first-hand, the Richmond Night Market is an exciting attraction, cherished by locals and sought after by visitors from far and wide. This is an experience woven with threads of excitement, flavour, and community spirit.

The Richmond Night Market Averages 800,000 visitors through its gates per year and approximately 40% of those are from outside Richmond. And there are over 300 vendors. It is a unique local gem with a regional and international draw.

It, along with the incredible culinary experiences in Richmond, continues to help put our city on the map as a food hub unlike any other in North America.

We support the Richmond Night Market's future with the Duck Island development plan, so locals and visitors can experience the market's bustling energy for many years to come.

A handwritten signature in black ink that reads "Nancy Small". The signature is written in a cursive, flowing style.

Nancy Small

CEO, Tourism Richmond





Date: May 20th, 2024

RE: Letter of Support for Rezoning at Duck Island

Dear Mayor and Council,

On behalf of Cayan Group Holding, the developer behind iconic projects in the Middle East and Europe, I am writing to express our enthusiastic support for the proposed rezoning of Duck Island. We partnered with Morrison Group and created Cayan Pacific as the main developer of the project. We're committed to investing in and developing this project, which we believe will significantly benefit the community and local economy.

The Duck Island redevelopment project aligns with the 2041 Official Community Plan and offers substantial benefits. The project reflects our commitment to enhancing the community by preserving important local traditions, such as the collaboration with the Richmond Night Market.

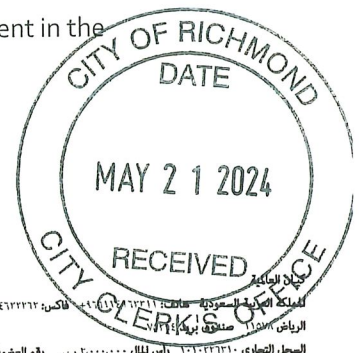
We are pleased to announce that we have secured Hilton to be a part of this project and operate the hotels under many of their successful brands. Additionally, we have confirmed participation from various high-profile retailers. These partnerships will significantly enhance the project's positive impact.

The proposal includes over 1.3 million sqft of retail and entertainment space, over 1.2 million sqft of hotel space, and over 1.2 million sqft of office space, including large floorplate office spaces suitable for high-tech companies and the educational sector. This extensive development will attract workers and visitors to our region, creating a vibrant new hub.

The project's prime location next to the Bridgeport Canada Line station and bus terminal will provide convenient access for an estimated 15,000 full-time employees and numerous visitors. Collaborating with the Musqueam First Nation on this development will also aid in advancing economic reconciliation.

The tourism advantages go beyond just creating jobs and generating tax revenues. Local restaurants, historical landmarks, and various businesses, from local artisans to major shopping centers, will flourish due to the increased spending by visitors. In 2017, Richmond's visitor economy produced \$1.78 billion in economic output, contributing to 12% of all employment in the area.

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Schedule 9 to the Minutes of the
Public Hearing meeting of
Richmond City Council held on
Tuesday, May 21, 2024.

May 21, 2024

RE: Letter of Support for Rezoning at Duck Island

Dear Mayor and Council,

On behalf of the Richmond Chamber of Commerce, I am writing to express our support for the proposed rezoning of Duck Island. While we typically advocate for the protection of industrial land in Richmond, the Duck Island redevelopment project, which aligns with the 2041 Official Community Plan, appears to offer substantial benefits to the community and local economy. The applicant's commitment to collaborating with the Richmond Night Market is commendable, preserving an important local tradition.

The project proposal, which includes over 1.3 million sqft of retail and entertainment space, over 1.2 million sqft of hotel space, and over 1.2 million sqft of office space, including large floorplate office space which might be suitable to high-tech companies and the educational sector, will attract workers and visitors to our region.

The location of the project, adjacent to the Bridgeport Canada Line station and bus terminal should allow workers (with estimates of 15,000 FTE) and visitors to easily access the new hub. Partnership with the Musqueam First Nation to develop the site will help to facilitate the process of economic reconciliation.

Tourism benefits extend beyond jobs and tax revenues. Local restaurants, historical sites, and various businesses, from local artisans to major shopping centers, will thrive from increased visitor spending. In 2017, the visitor economy generated \$1.78 billion in economic output for Richmond, accounting for 12% of all jobs.

With significant upcoming events (including the World Cup and Taylor Swift concerts) putting our region in a global spotlight once again, forward-thinking development is necessary to help us meet this growing visitor demand, helping Richmond welcome travellers, attract quality employment, and develop our scenic waterfront.

Thank you for your consideration,



Shaena Furlong
President & CEO
Richmond Chamber of Commerce

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Schedule 10 to the Minutes of the Public Hearing meeting of Richmond City Council held on Tuesday, May 21, 2024.

From: CityClerk
Sent: May 9, 2024 11:21 AM
To: MayorandCouncillors
Subject: FW: Duck Island Development Public Hearing

Categories: - TO: MAYOR & EACH COUNCILLOR / FROM: CITY CLERK'S OFFICE



From: John Roston, Mr <john.roston@mcgill.ca>
Sent: May 9, 2024 9:16 AM
To: Brodie, Malcolm <MBrodie@richmond.ca>; McNulty, Bill <BMcNulty@richmond.ca>; Day, Carol <CDay@richmond.ca>; Au, Chak <CAu@richmond.ca>; Loo, Alexa <ALoo@richmond.ca>; Hobbs, Andy <AHobbs@richmond.ca>; Wolfe, Michael <MWolfe@richmond.ca>; Gillanders, Laura <LGillanders@richmond.ca>; Heed, Kash <KHeed@richmond.ca>
Cc: CityClerk <CityClerk@richmond.ca>
Subject: Duck Island Development Public Hearing

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 & Councillors,
I am in Paris, France at the moment and unable to attend the Duck Island Development Public Hearing. Please consider this written submission.

The Duck Island Development includes a new City owned Art and Culture Facility of 30,000 sq ft.

When I was on the Richmond Museums Board, a study was done that included wide consultation with relevant parties on a new Richmond Museum. There was substantial support for a 60,000 sq.ft. museum of international calibre that could attract international tourists including those who have stopovers at YVR.

An ideal location for such a museum is the Duck Island development where it could be on the waterfront beside one of the proposed hotels and the Canada Line. A Canada Line station at the museum would enable international travellers at YVR with a stopover of a few hours to spend them at the museum. A partnership with a hotel could provide substantial operating funds for the museum through museum-hotel packages and revenue from hotel operation of the museum's food and drink concessions. A waterfront location allows for a rooftop observation deck and a high-quality restaurant.

One possible theme of international interest is climate change in general with a more in depth focus on migration patterns and changes in the oceans including the effects of ocean rise on places like Richmond. This topic has wide appeal, particularly for young people and families with children.

If the developer is paying for a 30,000 sq.ft. facility, there would very likely be senior government funding for construction of the other half to enable a 60,000 sq.ft. museum that, as an international attraction, provides considerable added benefit to the developer.

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Community Safety Committee

Date: Tuesday, May 14, 2024

Place: Council Chambers
Richmond City Hall

Present: Councillor Alexa Loo, Chair
Councillor Andy Hobbs
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Bill McNulty

Also Present: Councillor Michael Wolfe (by teleconference)

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Community Safety Committee held on April 9, 2024, be adopted.

CARRIED

AGENDA ADDITIONS & DELETIONS

It was moved and seconded

(1) *That a presentation from Constable Tammy-Lyn Walker regarding the D.A.R.E. program be added to the agenda; and*

(2) *That Police Amendment Act Discussion be added to the agenda as Item 6A.*

CARRIED

Community Safety Committee

Tuesday, May 14, 2024

PRESENTATION

With the aid of a PowerPoint presentation (copy on file, City Clerk's Office) Constable Tammy-Lyn Walker, RCMP, D.A.R.E. Coordinator, presented on the D.A.R.E. program highlighting that (i) the program started as a drug prevention initiative that has transformed into a comprehensive education program that addresses a range of behaviours, including peer pressure, self pressure, bullying and online safety as well as making healthy safe choices, (ii) D.A.R.E. is the only proactive drug education program Richmond RCMP has for its youth section, (iii) the 10-week program is delivered to grades four to six and takes place one hour each week, (iv) at the end of the program each student receives a certificate and a t-shirt, and (v) the cost of the program materials is fully covered by D.A.R.E. BC.

Discussion ensued with respect to (i) D.A.R.E. presentations for school PAC members and parents of elementary and high school students, (ii) D.A.R.E. trained RCMP officers, and (iii) partnerships with secondary schools to provide proactive presentations on issues concerning youth.

COMMUNITY SAFETY DIVISION

1. **COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT – MARCH 2024**

(File Ref. No. 12-8375-02) (REDMS No. 7648264)

Staff provided Committee updates advising that (i) two properties with large on-site storage containers are now compliant and two more are working towards compliance, (ii) parking related tickets were issued in the neighbourhood surrounding Spires Road, and (iii) Bylaws staff have issued signage related tickets to a business who had non-compliant signage.

In response to queries from Committee, staff advised that (i) Provincial legislation is more restrictive than the City's bylaws for short term rentals, (ii) usually the zoning bylaw has a grandfathering provision, but the Provincial government has waived that provision within the *Community Charter* as well as the *Vancouver Charter*, (iii) the Provincial government has created a new short-term rental data portal to support local governments with monitoring and enforcement of short-term rental, (iv) there has been no noticeable trend in dumping on ALR land, which is attributed to patrolling and pro active education by Bylaws staff, and (v) there were 38 park patrols conducted by SPCA animal controls officers, which resulted in 13 tickets, predominantly for dogs off leash.

2.

Community Safety Committee
Tuesday, May 14, 2024

It was moved and seconded

That the staff report titled “Community Bylaws Monthly Activity Report – March 2024”, dated April 19, 2024, from the Director, Community Bylaws & Business Licencing, be received for information.

CARRIED

2. **BUSINESS LICENCE ACTIVITY REPORT – FIRST QUARTER 2024**
(File Ref. No. 12-8375-02) (REDMS No. 7648265)

In response to queries from Committee staff advised that a business licence must articulate the actual business being conducted.

It was moved and seconded

That the staff report titled “Business Licence Activity Report – First Quarter 2024”, dated April 19, 2024, from the Director, Community Bylaws & Licencing, be received for information.

CARRIED

3. **RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – MARCH 2024**
(File Ref. No. 09-5140-01) (REDMS No. 7634927)

In response to queries from Committee, Fire Chief Jim Wishlove noted that (i) all other overdose/poisoning incidents breakdown captures incidents such as alcohol poisoning, accidental or international prescription drug overdoses, and poisoning from household cleaning products, (ii) staff will report back to Committee on the actual breakdown of overdose/poisoning incidents, and staff do not have information if any of the incidents were fatal, (iii) overdose symptoms may not be obvious in some cases as a person overdosing can still be breathing, speaking and walking, (iv) administrating naloxone depends on a variety of factors and first responders make the evaluation to deploy on-scene, (v) Richmond Fire-Rescue routinely participates in table top exercises with large industrial organizations to be proactive and strength the ability of the City to collaborate and facilitate an effective response to an emergency.

It was moved and seconded

That the staff report titled “Richmond Fire-Rescue Monthly Activity Report – March 2024”, dated April 12, 2024, from the Fire Chief, be received for information.



4. **FIRE CHIEF BRIEFING**
(Verbal Report)

None.

3.

Community Safety Committee
Tuesday, May 14, 2024

5. **RCMP MONTHLY ACTIVITY REPORT – MARCH 2024**
(File Ref. No. 09-5000-01) (REDMS No. 7630280)

In response to queries from Committee, Chief Supt. Chauhan noted that (i) a significant number of mental health calls can be linked to a few patients, (ii) there have been a number of incidents where RCMP officers at the scene have determined they needed to use naloxone and have saved lives as a result, (iii) staff conducted an investigation resulting from organized retail theft where the amount of goods recovered was substantial, and (iv) since last year there has been a decrease of 56 percent in drug related offences.

It was moved and seconded

That the report titled “RCMP Monthly Activity Report – March 2024”, dated April 16, 2024, from the Officer in Charge, Richmond RCMP Detachment, be received for information.

CARRIED

6. **RCMP/OIC BRIEFING**
(Verbal Report)

None.

6A. **POLICE AMENDMENT ACT DISCUSSION**

Discussion ensued with respect to amendments introduced by the Provincial government authorizing Councils of Municipalities with more than a 5000 population, to appoint safety officers for specified periods and duties.

Staff advised that they are closely monitoring these changes and reaching out to various Provincial bodies as well as UBCM to get more information. Staff will provide more information to Council as it becomes available.

7. **MANAGER’S REPORT**

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:09 p.m.).

CARRIED

Community Safety Committee
Tuesday, May 14, 2024

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 14, 2024.

Councillor Alexa Loo
Chair

Raman Grewal
Legislative Services Associate



General Purposes Committee

- Date: Tuesday , May 21, 2024
- Place: Council Chambers
Richmond City Hall
- Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Michael Wolfe
- Call to Order: The Chair called the meeting to order at 4:02 p.m.

MINUTES

It was moved and seconded
That the minutes of the meeting of the General Purposes Committee held on May 6, 2024, be adopted as circulated.

CARRIED

ENGINEERING AND PUBLIC WORKS DIVISION

1. **MUNICIPAL TOP-UPS FOR HEAT PUMP RETROFITS IN EXISTING GROUND-ORIENTED RESIDENTIAL HOMES**

(File Ref. No. 10-6000-01) (REDMS No. 7611425)

It was moved and seconded

- (1) *That the report titled “Municipal Top-Ups for Heat Pump Retrofits in Existing Ground-Oriented Residential Homes” from the Director, Sustainability and District Energy, dated May 6, 2024, be endorsed;*

General Purposes Committee
Tuesday, May 21, 2024

- (2) *That the City enter into a Municipal Contribution Agreement with the Province of BC and BC Hydro to offer top-up incentives for heat pump and electrical service upgrades for ground-oriented residential homes in Richmond, and the General Manager, Engineering and Public Works/Deputy Chief Administrative Officer or Chief Administrative Officer be authorized to execute the agreement; and*
- (3) *That the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.*

In response to queries from Committee, staff advised that (i) BC Hydro can be invited to Committee to discuss their service provisions, (ii) staff reviewed data from other municipalities and found that top-ups motivated more households to pursue electric heat pump retrofits, (iii) the program will be evaluated after two years, (iv) the Provincial government has recently updated and boosted their incentives program under Clean BC which will consist of three tiers and increase interest in heat pump retrofits, and (v) heat pumps operate at a higher level of coefficient; 1 unit of energy produces 2.5-3.5 units of heating or cooling.

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

PLANNING AND DEVELOPMENT DIVISION

2. 2024 CHILD CARE PROFESSIONAL AND PROGRAM DEVELOPMENT GRANTS – SECOND INTAKE
(File Ref. No. 07-3070-04) (REDMS No. 7650132)

It was moved and seconded

- (1) *That the Child Care Professional and Program Development Grants be awarded for the total recommended amount of \$10,000 as identified in the staff report titled “2024 Child Care Professional and Program Development Grants – Second Intake” dated April 22, 2024, from the Acting Director, Community Social Development; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:09 p.m.).

CARRIED

2.

General Purposes Committee
Tuesday, May 21, 2024

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 May 21, 2024.

Mayor Malcolm D. Brodie
Chair

Raman Grewal
Legislative Services Associate



To: General Purposes Committee **Date:** May 6, 2024
From: Peter Russell **File:** 10-6000-01/2024-Vol
 Director, Sustainability and District Energy 01
Re: **Municipal Top-Ups for Heat Pump Retrofits in Existing Ground-Oriented Residential Homes**




Staff Recommendations

1. That the report titled “Municipal Top-Ups for Heat Pump Retrofits in Existing Ground-Oriented Residential Homes” from the Director, Sustainability and District Energy, dated May 6, 2024, be endorsed;
2. That the City enter into a Municipal Contribution Agreement with the Province of BC and BC Hydro to offer top-up incentives for heat pump and electrical service upgrades for ground-oriented residential homes in Richmond, and the General Manager, Engineering and Public Works/Deputy Chief Administrative Officer or Chief Administrative Officer be authorized to execute the agreement; and
3. That the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.



Peter Russell
 Director, Sustainability and District Energy
 (604-276-4130)

Att. 3

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

Staff Report

Origin

This report seeks Council approval to begin offering top-up rebates on current CleanBC incentives for installation of electric heat pumps in existing single-detached and attached homes in Richmond. The proposed municipal top-up incentive is seeking to raise local interest and understanding of the advantages of electric heat pumps for both space heating and cooling, as well as domestic hot water, to accelerate local adoption of near-zero emission mechanical systems for ground-oriented existing residential buildings in Richmond.

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

4.4 Work with all levels of governments for grant and funding opportunities.

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

5.1 Continue to demonstrate leadership in proactive climate action and environmental sustainability.

This report supports the implementation of Richmond's Community Energy and Emissions Plan 2050, and OCP emission reduction policies through:

Strategic Direction 1: Retrofit Existing Buildings

Action Categories: Create incentives and remove barriers to low carbon energy retrofits

Analysis

Policy Framework for Decarbonization Building Heating and Cooling Systems

The Community Energy and Emissions Plan 2050 (CEEP) identifies transitioning from fossil fuel-based heating to energy-efficient electric heat pump systems in existing homes as a key strategy in reducing citywide greenhouse gas (GHG) emissions, and calls for the development of comprehensive programs to incentivize and accelerate energy-related retrofits. During community engagement processes, staff conducted two surveys of residents that indicated incentives were a preferred means of implementing CEEP actions for existing buildings (see Attachment 1). The CEEP also identifies the need to broaden awareness of the benefits of decarbonizing mechanical systems in existing buildings, and support the transition to heat pumps with ongoing engagement and capacity building with stakeholders.

The Role of Electric Heat Pumps in Decarbonization

Ground-oriented residential homes are the most common building type by number in Richmond, comprising 59% of all structures within the City building stock.¹ These building types account for 38% of the total GHG emissions from all existing buildings, with approximately 28% coming from single detached homes and 10% from attached homes.²

¹ There are 28,000 ground-oriented residential buildings in Richmond, representing 43,000 dwelling units.

² Attached homes include duplex and multi-plex homes, as well as townhouses.

Space heating and domestic hot water systems account for approximately 90% of annual greenhouse gas (GHG) emissions from existing ground-oriented residential buildings in Richmond, or an estimated 148,000 tonnes CO₂e annually. Attachment 2 includes a detailed breakdown of energy use and carbon emissions in ground-oriented detached and attached residential buildings in Richmond, categorized by age cohort.

Electric heat pumps are typically three times more efficient than the best-performing natural gas furnaces and boilers. GHG emissions from the electricity grid is only 6% of the equivalent amount of natural gas energy. As such, staff estimate that retrofitting gas-fired furnaces and domestic water heaters with electric heat pumps, in an average Richmond house built between 1946 and 1990, could result in a reduction equivalent to 3.48 tonnes of CO₂ per year³, with an additional 1 tonne achieved through replacement of the existing gas-based domestic hot water system with an electric heat pump. Together, these reductions would result in a reduction of 85-90% of annual GHG emissions in a typical home.

CleanBC Incentive Program

Until recently, there was relatively little uptake of heat pumps in BC. Heat pumps have both higher purchase and installation costs, and had higher operational costs in comparison to natural gas mechanical systems. This incremental cost barrier was compounded by a lack of public awareness regarding the efficiency, health, and thermal comfort benefits of installing heat pumps, apart from lack of industry capacity to properly design and install heat pumps in existing homes. In recent years, however, the operating temperature range and efficiency of heat pumps available to consumers has been continually improving, and the cost of heating with heat pumps is now less than that with natural gas⁴.

Since 2018, the Province has offered and continues to offer rebates for the replacement of gas-fired systems with space heating and domestic hot water electric heat pumps in ground-oriented homes through the Better Homes program. In 2021, the Province substantially increased its incentives through the CleanBC initiative, offering rebates of up to \$6,000 for space heating electric heat pumps and up to \$1,000 for heat pump water heater retrofits.⁵ Together with federal rebates, these incentives have lowered the incremental cost of heat pumps, making these systems a far more cost-competitive option.

Municipal Top-up Incentives

The CleanBC program has enabled municipalities to provide an optional top-up incentive for residents undertaking heat pump retrofits within a participating jurisdiction. Municipalities also have the option of providing top-ups to offset costs related to electrical service upgrades, which may be necessary for some homes with limited electric panel capacity.

For administrative simplicity, the Province has set the allowable municipal top-up incentive amount for heat pumps to either \$350 or \$2,000 per home. These tiers are equivalent to 6% and 33% respectively of the maximum CleanBC rebate amount. Staff are proposing the lower top-up

³ Includes the very small incremental GHG emissions from addition of cooling by installing an electric heat pump.

⁴ When carbon tax is factored in. Currently: \$80/ton of CO₂e.

⁵ Clean BC also has an income-qualified program for which low-income households may be eligible. Rebates up to \$9,500 for space heating, and up to \$3,500 for heat pump water heating are available.

incentive level for the time being, based upon research into the effectiveness of municipal top-up incentives by other municipalities, which is covered in the next section.

Assessing the Market Effectiveness of Municipal Top-up Incentives

Staff conducted a research comparing the number of electric heat pumps retrofits in Richmond with other municipalities across the Lower Mainland and Vancouver Island that have been offering top-up incentives.⁶ Attachment 3 provides the percentage of homes retrofitted with heat pumps in the last three years, normalized by the number of eligible homes in each municipality.

In this research, municipalities were categorized into three groups:

1. **Control Group:** Municipalities that do not offer heat pump top-ups.
2. **Top-ups Group:** Municipalities that offer top-ups but no other significant support.
3. **Enhanced Group:** Municipalities that offer top-ups along with other major incentive support (e.g. retrofit concierge service and/or retrofit financing program).

The analysis reveals that municipalities offering top-up incentives only (Top-ups Group) double the uptake (0.85% of the community's eligible housing stock over last 3 years) over the control group (0.42%). Furthermore, municipalities that provided both top-ups and additional enhanced support showed further increases in percentage of homes upgrading their space heating and/or domestic hot water systems, reaching an average of 1.95% of their eligible housing stock. Of the 20 BC municipalities that offer top-up incentives, six are now fully subscribed, and ten are nearing full subscription, showing the substantial uptake of municipal top-ups, even though they are relatively modest compared with the larger CleanBC incentive amount.

Since 2020, an average of 57 space heating heat pump retrofits per year have been observed in ground-oriented homes in Richmond. Based upon the top-up participation rates observed through this research, staff forecast that by implementing even the modest \$350 top-up incentive, the number of households pursuing electric heat pump retrofits in Richmond could potentially double to 115 projects per year.

Assessing the Economic Effectiveness of Municipal Top-up Incentives

Staff also compared the cost-effectiveness of a municipal top-up incentive by examining the relationship between dollars spent and GHG emissions reduced, based upon a forecast of heat pump retrofits in Richmond. Currently, CleanBC Better Homes incentive program has a ratio of \$114 per tonne of CO₂ equivalent (tCO_{2e}) lifetime reduction. Based upon these results, offering a \$350 top-up has the potential to double the annual number of heat pump retrofits in Richmond, leading to a ratio of \$17 per tCO_{2e} lifetime reduction⁷. For comparison, the current carbon price is significantly higher, at \$80 per tonne. This comparison highlights the great cost-benefit of this initiative in reducing GHG emissions in ground-oriented homes.

⁶ From data provided by the Province, or shared by municipalities. Corresponds only to households that accessed CleanBC rebates through fuel switching projects.




⁷ Excluding 'free riders'. 'Free riders' are defined as households that would have installed heat pumps even if a top-up incentive was not offered. Estimated at 57 homes per year for Richmond.

Based on the data analyzed, offering the highest top-up tier (\$2,000/heat pump) does not seem to significantly increase the number of heat pump retrofits. In our research, Municipality #5, which offered higher top-ups, showed a similar level of heat pump installations compared to municipalities offering \$350 per heat pump.

Recommended Top-up Incentive Approach for Richmond

Staff recommend adopting a \$350 municipal heat pump top-up amount, rather than the \$2,000 top-up incentive level. Recommended top-up for electrical service upgrades⁸ is \$500 per home. This is based upon the following objectives: (a) benefitting as many local residents as possible on an annual basis; and (b) achieving GHG emission reductions at the lowest effective cost-per-tonne. Table 1 shows CleanBC incentives and additional top-up available to residents through the proposed program.⁹ The recommended initial duration of the project is two years, thereby allowing time to assess the impact of this initiative.

Table 1: CleanBC Incentives and Proposed Top-Ups available to Richmond residents¹⁰

			
Offer	Space Heating Heat Pump	Heat Pump Water Heater	Electrical Service Upgrade
Clean BC Better Homes	Up to \$6,000	Up to \$1,000	Up to \$500
Clean BC Income Qualified	Up to \$9,500	Up to \$3,500	Up to \$3,500
Municipal Top-up*	\$350	\$350	\$500

*subject to Council approval

Note that administrative costs to process top-up rebates are covered by the Province, and the municipality only covers the municipal rebate amount. BC Hydro administers the delivery of the top-up incentive to applicants, through a one-window application process that allows customers to apply for and receive the CleanBC rebate at the same time as the municipal top-up. Municipalities can also adjust the number of incentives between space heating, water heating and electrical service upgrades on a quarterly basis if needed.

Table 2 provides a detailed breakdown of the proposed budget for the next two years, including forecasted uptake of each incentive, referred to as ‘projects’ within the table. Year 1 is from July 1, 2024 until March 31, 2025. Year 2 is from April 1, 2025 until March 31, 2026.

⁸ Electrical upgrade top-up is only eligible when installing a heat pump.

⁹ Fuel switching projects only. Incentives are available when CleanBC registered contractors install eligible models.

¹⁰ Each household can access all three top-ups simultaneously, with a limit of one per top-up category.

Table 2: Municipal Top-ups – Allocation of Proposed Incentives in Year 1 and 2

PROJECT – YEAR 1	NUMBER OF PROJECTS	COST
Space Heating Heat Pumps	120	\$ 42,000
Heat Pump Water Heaters	10	\$ 3,500
Electrical Service Upgrades	25	\$ 12,500
Community Awareness Campaign	N/A	\$ 2,000
Total of Heat Pump projects	130	\$ 60,000
PROJECT - YEAR 2	NUMBER OF PROJECTS	COST
Space Heating Heat Pumps	135	\$ 47,250
Heat Pump Water Heaters	15	\$ 5,250
Electrical Service Upgrades	30	\$ 15,000
Community Awareness Campaign	N/A	\$ 2,500
Total of Heat Pump projects	150	\$ 70,000

Community Awareness Campaign

With Council endorsement to proceed with Richmond’s participation in the Clean BC municipal top-up incentive program, staff will develop a community awareness campaign to increase awareness of GHG emissions and occupant comfort benefits of electric heat pumps. This will include community outreach supported by information bulletins, digital communications, and printed posters in public libraries and community centers.

The community awareness campaign would be accompanied by new website content including CleanBC and municipal top-up incentives. Planned website content also includes heat pump basics and benefits, informative videos, details on required permits, noise bylaws, and available incentives, all aimed at supporting residents in making informed decisions. Ensuring strong local take-up of these incentives are best supported by online information about heat pump technologies, and how local homeowners can participate in the program. Municipalities with a high ratio of retrofits per household have typically created a webpage that consolidates multiple resources.

Next Steps

With Council approval, the City would enter into a Municipal Contribution Agreement with the Province and BC Hydro for the first year of the program. Staff forecast that the City could start offering top-ups as soon as July 1, 2024. The City would be required to enter into a new agreement for the second year, starting April 1 2025. Staff would present to Council, at the end of Year 1, a summary report highlighting the impact, successes and challenges of the program. A final report is planned to be presented by the end of Year 2.

Financial Impact

Staff recommend that the Local Government Climate Action Program revenue of \$130,000 be used to fund this rebate program. It is estimated that \$60,000 would be disbursed in the first year of the program, from July 1, 2024 to March 31, 2025, and \$70,000 in Year 2, from April 1st, 2025 to March 31, 2026.¹¹ If approved, the Consolidated 5 Year Financial Plan (2024-2028) will be amended accordingly.

At the end of each quarter, BC Hydro will issue a top-up report and invoice the City for the top-up rebates that have been paid out.

Conclusion

Based upon staff research, municipal top-up incentives offer the potential to double the current installation rate for electric heat pumps for existing ground-oriented buildings in Richmond. A steady transition away from existing fossil fuel heating systems to near-zero emission heat pump systems is necessary to achieve citywide GHG emission reduction targets for 2030 and 2050, as set out in the City's Official Community Plan, and Community Energy and Emissions Plan 2050. Electric heat pumps also offer the potential to lower household energy costs, and create a more comfortable and resilient living environment for occupants.



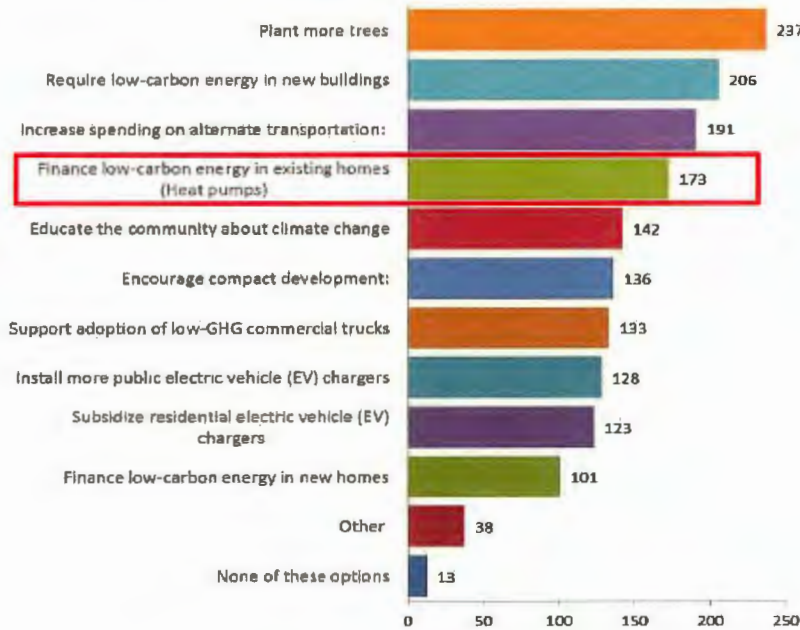
Gabriel Berenguer Vieira
Senior Climate Action Specialist
(604-247-4617)
GB

- Att. 1: CEEP 2050 survey results: residents' preference on the City's investment priorities
2: Ground-Oriented Residential: Building Count, Energy Use and Emissions by Age Cohort
3: Summary of heat pump retrofits across municipalities in the Lower Mainland and South Vancouver Island in existing ground-oriented homes(normalized by eligible homes)

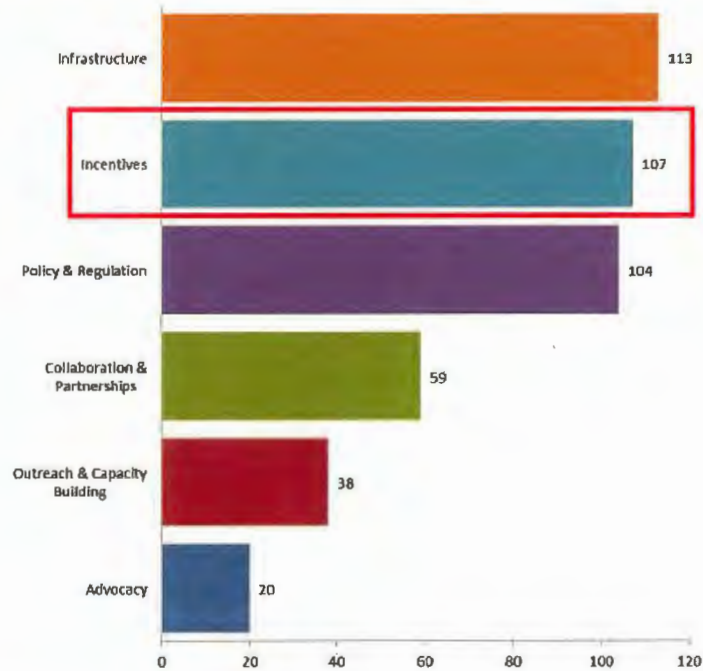
¹¹ Subject to provincial extension of CleanBC Better Homes incentive program. Current provincial budget is approved until March 31st, 2025.

CEEP 2050 survey results: residents' preference on the City's investment priorities *

Q37: I would choose the following to spend City funds on: (Alphabetical order - Please select up to five.)



Q9: Existing Buildings - Which activities should the City focus on? Select up to three.



* Let's Talk Richmond CEEP 2050 survey phase 1 conducted between July 17 and August 18, 2019. Phase 2 conducted between October 18 and November 17, 2019.

Ground-Oriented Residential: Building Count, Energy Use and Emissions by Age Cohort

Table A.1: Residential Single Detached Homes

Building Category	Buildings Count	Building Area (m ²)	Total EUI (kWh/m ² /yr)	GHGs (tCO ₂ e/yr)	GHG Emissions (%)
Residential Single Detached pre-1946	525	66,218	249.37	2,139	0.50%
Residential Single Detached 1946-1977	9164	1,406,677	196.54	35,816	8.34%
Residential Single Detached 1978-1995	11138	2,807,333	143.87	52,324	12.19%
Residential Single Detached 1996-2010	4554	1,449,002	109.37	20,529	4.78%
Residential Single Detached 2011-2016	2425	953,152	96.01	11,856	2.76%
Total	27,806	6,682,382	<i>N/A</i>	122,664	28.57%

Table A.2: Residential Single Attached Homes

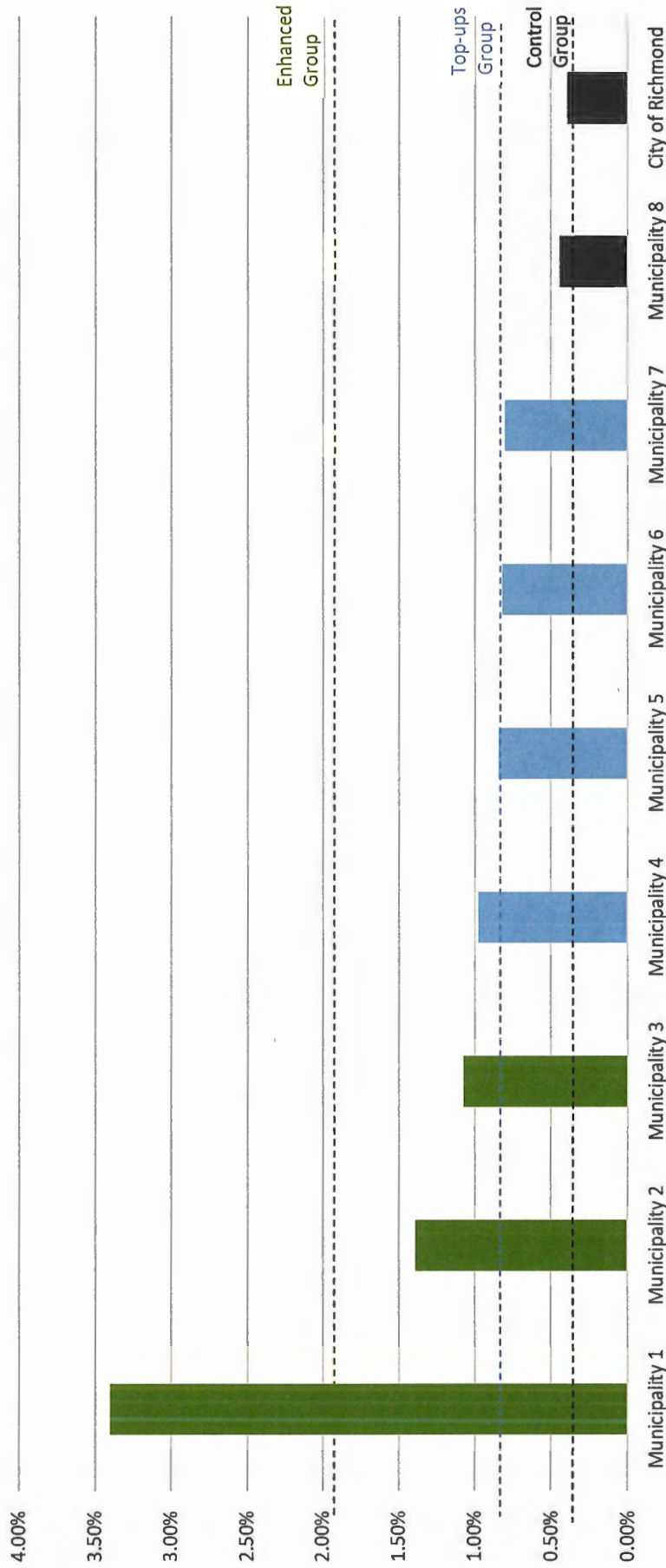
Building Category	Buildings Count	Building Area (m ²)	Total EUI (kWh/m ² /yr)	GHGs (tCO ₂ e/yr)	GHG Emissions (%)
Residential Single Attached pre-1946	9	438	289.37	16	0.00%
Residential Single Attached 1946-1977	3112	399,558	221.4	11,433	2.66%
Residential Single Attached 1978-1995	5314	761,697	162.83	16,030	3.73%
Residential Single Attached 1996-2010	5876	771,151	127.95	12,752	2.97%
Residential Single Attached 2011-2016	1358	174,016	111.29	2,503	0.58%
Total	15,669	2,106,860	<i>N/A</i>	42,734	9.94%

Table A.3: All Ground Oriented Homes

Building Category	Building Count	Building Area (m ²)	Total EUI (kWh/m ² /yr)	Total GHGs (tCO ₂ e/yr)	GHG Emissions (% of all buildings)
Total	43,475	8,789,242	N/A	165,398	38.51%

ATTACHMENT 3

Summary of heat pump retrofits across municipalities in the Lower Mainland and South Vancouver Island in existing ground-oriented homes (normalized by eligible homes¹²)



- Control group: City of Richmond & Municipality 8
- Top-Ups Group: Municipalities 4-7
- Enhanced Group: Municipalities 1-3

¹² Due to confidentiality, municipalities were not identified in this report. Eligible homes data estimated based on Statistics Canada website (2016 Census).



City of Richmond

Report to Committee

To: General Purposes Committee **Date:** April 22, 2024
From: Chris Duggan **File:** 07-3070-04/Vol 01
 Acting Director, Community Social Development
Re: **2024 Child Care Professional and Program Development Grants – Second Intake**

Staff Recommendations

1. That the Child Care Professional and Program Development Grants be awarded for the total recommended amount of \$10,000 as identified in the staff report titled “2024 Child Care Professional and Program Development Grants – Second Intake” dated April 22, 2024, from the Acting Director, Community Social Development; and
2. That the grant funds be disbursed accordingly following Council approval.

Chris Duggan
 Acting Director, Community Social Development
 (604-204-8621)

Att. 4

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

Staff Report

Origin

In 2006, the City adopted the Child Care Development Policy 4017 (Attachment 1), which acknowledges that child care is an essential service for residents, employers and employees in Richmond. Policy 4017 directs staff to plan, partner and, as resources and budgets become available, support a range of quality, accessible and affordable child care, including facilities, spaces, programs, equipment and supports. The Child Care Development Reserve Fund and the Child Care Operating Reserve Fund were established to financially assist non-profit societies by providing child care grants for minor capital improvements, supportive resources and the delivery of professional development for child care providers.

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

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

This report supports the City's Social Development Strategy Action #10: Support the establishment of high-quality, safe child care services in Richmond through:

Administering the City's Child Care Grant Program to support the provision of quality, affordable, accessible child care in Richmond.

This report also supports the 2017–2022 Richmond Child Care Needs Assessment and Strategy:

Strategic Direction 1- Policy and Planning and Strategic Direction 2 – Creating and supporting child care spaces.

Findings of Fact

The City has two Child Care Reserve Funds that are used to fund the two types of child care grants:

- Child Care Capital Grants are funded from the Child Care Development Reserve (Bylaw No. 7182), established in 1994, for capital expenses including grants to non-profit societies for capital purchases and improvements (e.g. equipment, furnishings, renovations and playground development); and
- Child Care Professional and Program Development Grants are funded from the Child Care Operating Reserve Fund (Bylaw No. 8827), established in 2012, to assist with non-capital expenses, including grants to non-profit societies to support child care professional and program development within Richmond.

As part of the 2024 Operating Budget, an expenditure of \$50,000 from the Child Care Development Reserve for the 2024 Child Care Capital Grants and an expenditure of \$10,000

from the Child Care Operating Reserve for the 2024 Child Care Professional and Program Development Grants, were approved.

Applications for the 2024 Child Care Grants were open from September 13 to October 19, 2023. However, no applications were received for the Child Care Professional and Program Development Grants and the \$10,000 remained available.

On January 29, 2024 Council approved the allocation of the Child Care Capital Grants and approved a second call for applications for the Child Care Professional and Program Development Grants to take place in 2024 with recommendations for grant allocations brought forward in a subsequent report to Council for consideration.

Notice Given and Applications Received

On April 4, 2024, notification of the application window for the 2024 Child Care Professional and Program Development Grants – Second Intake was posted on the City’s website. Notices were forwarded through Richmond Child Care Resource and Referral program to all licensed child care providers in Richmond and the opportunity was promoted through the Child Care Development Advisory Committee and Richmond Children First Table. Organizations who had applied in the past were also contacted prior to the application deadline. The deadline for submission was April 16, 2024. Two applications were received from two organizations.

Analysis

Application Review Process

The Child Care Development Advisory Committee (CCDAC) convened a Child Care Grants Subcommittee to review the 2024 Child Care Professional and Program Development Grant applications. The subcommittee reviewed and assessed each application for compliance with the Child Care Grant Program Guidelines (Attachment 2) and summarized their recommendations, which were then presented to the CCDAC and endorsed for recommendation to City Council.

Child Care Professional and Program Development Grants

Two organizations, Aspire Richmond and Richmond Child Care Resource and Referral, applied for the grant. Aspire Richmond provides a range of services to support people with developmental disabilities, including providing licensed Group Child Care and delivery of the Supported Child Development Program. Their grant request is for funding towards a two-day conference for Early Childhood Educators and child care providers on the topic of Inclusion. Richmond Child Care Resource and Referral provides a child care referral service and support to child care providers through resources and workshops. Their grant request is for funding towards the development and provision of Inclusion Kits and training for child care programs in Richmond.

The two requests amount to \$11,000. The CCDAC recommends awarding \$5000 to each organization in an equitable manner for a total of \$10,000, as outlined in Table 1 below.

Table 1: 2024 Child Care Professional and Program Development Grants.

2024 Child Care Applicants and Requests		Requested Amount	Recommended Amount
1	Aspire Richmond	\$5,000	\$5,000
2	Richmond Child Care Resource and Referral	\$6,000	\$5,000
Total Amount Requested for Professional and Program Development Grants		\$11,000	\$10,000

Staff support the CCDAC recommendations as proposed in the attached list of 2024 Child Care Grants Requests and Recommendations (Attachment 3). For reference, summaries of the 2024 Child Care Grant applications are included with this report (Attachment 4). As the content of the summaries are taken verbatim from the applicants’ submissions, they replicate any errors or omissions made by the applicants.

Financial Impact

As part of the 2024 Child Care Grants budget, \$10,000 was approved for the Child Care Professional and Program Development Grants from the Child Care Operating Reserve as part of the City’s 2024 Operating Budget. A total of \$10,000 in allocations is being recommended for the 2024 Child Care Professional and Program Development Grants, subject to City Council’s approval.

Conclusion

Child care is an important service that supports Richmond’s children, families and employees. The City’s Child Care Grants will enhance the provision of quality, affordable and accessible child care in Richmond. This is consistent with the 2017–2022 Richmond Child Care Needs Assessment and Strategy and the 2021–2031 Richmond Child Care Action Plan. Staff recommend approval of the proposed recommendations for the City’s 2024 Child Care Professional and Program Development Grants for a total of \$10,000 allocated to two applicants.



Tiffany Mallen
 Planner 2, Child Care
 (604-247-4663)

- Att. 1: Policy 4017 – Child Care Development Policy
- 2: Child Care Grants Program Guidelines
- 3: 2024 Child Care Professional and Program Development Grants Requests and Recommendations
- 4: 2024 Child Care Professional and Program Development Grants Summary Reports



Page 1 of 5	Child Care Development Policy	Policy 4017
Adopted by Council: January 24, 2006 Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015, November 18, 2019		

POLICY 4017:

It is Council policy that:

1. GENERAL

- 1.1 The City of Richmond acknowledges that quality and affordable child care is an essential service in the community for residents, employers and employees.

2. PLANNING

- 2.1 To address child care needs, the City will: plan, partner and, as resources and budgets become available, support a range of quality, affordable child care.

3. PARTNERSHIPS

- 3.1 The City of Richmond is committed to:

- (a) Being an active partner with senior governments, stakeholders, parents, the private and non-profit sectors, and the community, to plan, develop and maintain a quality and affordable comprehensive child care system in Richmond.

Working with the following organizations and groups to facilitate quality child care in Richmond:

- (i) Community Associations and Societies - to assess whether or not child care services can be improved in community centres, and new spaces added to existing and future community centres.
- (ii) Developers - to encourage developers to provide land and facilities for child care programs throughout the City.
- (iii) Employers - to encourage employers' involvement in advocating and planning for child care.
- (iv) Intercultural Advisory Committee - to investigate and report on child care concerns, needs and problems facing ethno cultural groups in the City.
- (v) School Board – to continue providing space for child care programs on school sites; to co-locate child care spaces with



Adopted by Council: January 24, 2006
Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015,
November 18, 2019

schools where appropriate, and to liaise with the Child Care Development Advisory Committee,

- (b) Monitoring the need for new child care spaces to support Richmond residents, employee and student populations.
- (c) Providing, when appropriate, new child care spaces and/or facilities to meet existing needs and future population growth.
- (d) Requesting senior governments and other stakeholders to provide ongoing funding for affordable child care facilities, spaces, operations and programming.

4. RICHMOND CHILD CARE DEVELOPMENT ADVISORY COMMITTEE (CCDAC)

- 4.1 The City will establish and support the Richmond Child Care Development Advisory Committee.

5. CHILD CARE RESERVE FUNDS

- 5.1 The City has established two Child Care Reserve Funds as described below.

- (a) Child Care Development Reserve Fund (established by Reserve Fund Establishment Bylaw No. 7812)

The City will administer the Child Care Development Reserve Fund to financially assist with the following capital expenses:

- (i) Establishing child care facilities and spaces in:
 - City buildings and on City land.
 - Private developments.
 - Senior government projects.
 - Community partner projects.
 - (ii) Acquiring sites for lease to non-profit societies for child care; and
 - (iii) Providing grants to non-profit societies for capital purchases and improvements, such as equipment, furnishings, renovations and playground improvements.
- (b) Child Care Operating Reserve Fund (established by Child Care Operating Reserve Fund Establishment Bylaw No. 8827)



Adopted by Council: January 24, 2006
Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015,
November 18, 2019

- (i) The City will administer the Child Care Operating Reserve Fund to financially assist with non-capital expenses relating to child care within the City, including the following:
 - Grants to non-profit societies to support child care professional and program development within the City;
 - Studies, research and production of reports and other information in relation to child care issues within the City; and
 - Remuneration and costs, including without limitation expenses and travel costs, for consultants and City personnel to support the development and quality of child care within the City.
- 5.2 Developer cash contributions and child care density bonus contributions to the City's Child Care Reserve Funds will be allocated as follows:
- (a) 70% of the amount will be deposited to the Child Care Development Reserve Fund, and
 - (b) 30% of the amount will be deposited to the Child Care Operating Reserve Fund, unless Council directs otherwise prior to the date of the developer's payment, in which case the payment will be deposited as directed by Council.
- 5.3 All expenditures from the Child Care Reserve Funds must be authorized by Council.

6. DEVELOPMENT OF CHILD CARE FACILITIES

- 6.1 To facilitate consistent, transparent and sound planning, the City will:
- (a) Undertake periodic child care needs assessments to update its child care strategy.
 - (b) Use its powers through the rezoning and development approval processes to achieve child care targets and objectives.
 - (c) Prepare Child Care Design Guidelines which articulate the City's expectations for the design and development of City-owned or leased child care facilities, whether they are built as City capital projects or by



Page 4 of 5	Child Care Development Policy	Policy 4017
Adopted by Council: January 24, 2006 Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015, November 18, 2019		

developers as community amenity contributions.

- (d) Make the Child Care Design Guidelines available to members of the public as a resource, and to City staff, developers, and architects as a guide for planning child care spaces in City-owned or leased facilities or developer-built community amenities being contributed to the City.

6.2 The City will further facilitate the establishment of child care facilities by:

- (a) Encouraging adequate child care centre facilities throughout the City where needed, particularly in each new community.
- (b) Providing City land and facilities for child care programs in locations throughout the City.
- (c) Encouraging child care program expansion through the enhancement of existing community facilities.

7. CHILD CARE GRANTS POLICY

7.1 Through City child care grants, support child care:

- (a) Facilities.
- (b) Spaces.
- (c) Programming.
- (d) Equipment and furnishings.
- (e) Professional and program development support.

8. PROFESSIONAL CHILD CARE SUPPORT RESOURCES

8.1 Support resources for child care providers as advised by the Child Care Development Advisory Committee and as the need requires and budgets become available.

9. POLICY REVIEWS

9.1 From time to time, the City will:



Adopted by Council: January 24, 2006
Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015,
November 18, 2019

- (a) Review child care policies, regulations and procedures to ensure that no undue barriers exist to the development of child care.
- (b) As appropriate, develop targets for the required number, type and location of child care services in Richmond.

10. INFORMATION

10.1 The City will, with advice from the Child Care Development Advisory Committee:

- (a) Generate, consolidate and analyze information to facilitate the development of child care facilities, programs and non-profit child care agencies;
- (b) Determine if any City land holdings are appropriate to be made available for immediate use as child care facilities;
- (c) Review, update and distribute City produced public information material to the public on child care.

11. PROMOTION

11.1 The City will:

- (a) Promote and support child care initiatives and awareness activities.



Child Care Grants Program Guidelines

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Child Care Grants – Program Guidelines

Introduction

The City of Richmond provides grants to non-profit societies providing child care services within the City's geographic boundaries. Child care grants are funded by voluntary community amenity contributions from land developers. These funds are held in the City's Child Care Development Reserve or the Child Care Operating Reserve. The City's ability to provide grants is subject to available funding and there may be years when the grant program(s) are not offered. For more information about the City of Richmond's approach to supporting child care services, please see the [City of Richmond's Child Care Development Policy](#).

Eligibility

Non-profit societies that either (1) provide child care services or (2) support the provision of child care services are eligible for Child Care Grants.

Applicants may be either:

- non-profit child care providers delivering licensed child care in Richmond and seeking to improve the quality or capacity of care in their facility, or
- non-profit societies supporting quality programming and/or providing professional development opportunities for the broader child care community in Richmond.

Purpose

Child care grants are available for both: 1) capital and 2) professional and program development expenses. These purposes are outlined below.

1) Capital Grants

Capital grants are provided to acquire or upgrade physical assets in licensed child care facilities such as property, buildings and equipment. Funding is available for a **one-time capital expense** that will improve the quality, availability and accessibility of licensed child care in Richmond, such as: equipment, furnishings, building renovations or playground improvements. For equipment to qualify as a capital expenditure, it must be for long-term use (e.g. an easel would qualify; art supplies would not).

2) Professional and Program Development Grants

Non-profit societies developing or providing professional and program development opportunities in Richmond (e.g. training, workshops) are eligible to apply for funding. The initiatives must be available and of benefit to the broader child care community in Richmond, rather than to a few specific individuals or centres. The necessity and benefits of the initiative to the child care community must be

demonstrated. Funding for individual staff to register for or attend courses or workshops is not eligible under this grant program.

NOTE: *The City of Richmond recognizes the need for both capital and operating funding to support child care programs. Funds are available to support child care operators through the Provincial ChildCareBC Program, including:*

- *Child Care Operating Funding - to assist with the day-to-day costs of running a licensed child care facility: To learn more about operating funding opportunities, visit the Provincial Government's [Child Care Operating Funding website](#).*
- *Training and Professional Development Funding – to assist with professional development and upgrading: To learn more about these funding opportunities, view the Province's [Child Care Recruitment and Retention Strategy](#); or*
- *Visit Westcoast Child Care Resource Centre's [funding webpage](#).*

Priorities

Priority will be given to applications for facilities or programs that:

- support infant/toddler and school-age care, identified as priorities in the 2017–2022 Richmond Child Care Needs Assessment and Strategy;
- have accessed, or are willing to access other available sources of funding, including an organizational contribution from the applicant, Child Care Operating Funding, Child Care BC Maintenance Fund, Child Care BC Relocation Fund, New Spaces Grant; and
- enroll families who are receiving the Affordable Child Care Benefit and, if eligible, participate in the Child Care Fee Reduction Initiative,
- Projects that align with current priorities based on most recent EDI data for Richmond as identified by the Child Care Development Advisory Committee.

Grant Application Process

The City of Richmond uses an **online** grant application process. Only electronic applications will be accepted. Please refer to the *City of Richmond Child Care Grant Program - **Grant Applicant User Guide*** which is posted on the City's [website](#) for instructions on using the system. The guide provides tips and illustrations for all sections of the grant application.

In preparation for submitting an application, please have electronic documents ready to attach as requested. The user guide lists the preferred file formats for documents, spreadsheets and pictures. There are also forms posted on the City's website that should be used to provide information on licensed capacity, project budgets and project timelines.

The following electronic documents will be needed for your application:

- Certificate of Incorporation for the Society;
- Society's Constitution and Bylaws;
- Contact list for the Society's Board of Directors, Officers and Executive Director;
- Most recent Annual General Meeting minutes;

- Provincial Child Care License(s), if applicable;
- Last year's financial statements or audited statement;
- Current year operating budget;
- Itemized project budget, including two quotes for each item (details included in *Proposed Project Budget* form available on the City's grant website);
- Project timeline;
- Licensed capacity & current enrolment by program; and
- If the organization received a grant in the previous year, a grant-use report.

NOTE: *If your Society previously received a child care grant, you will need to submit a grant use report to explain how the funds were used. This information must be submitted to be considered for a new grant in a future intake year.*

Application Inclusions

Applications must include the following:

Step 1 – Applicant Contacts

- a) Society name
- b) Society number issued by the BC Registry Services at the time of incorporation
- c) Society website if applicable
- d) Contact names for the Society, e.g. an executive director, program manager or Board member and authorized signing officers
- e) Contact members' role in the Society
- f) Society's address, postal code, phone number and e-mail address

Step 2 – Applicant Information

- a) Briefly outline the Society's history, mandate, goals and objectives.
- b) Describe the programs and services provided in the last five years.
- c) If the Society delivers licensed child care programs, provide the licensed capacity and current enrolment by type for each program offered, referred to in the Society's Provincial Child Care License(s).
- d) Attach a copy of the Society's Provincial Child Care License(s) as issued by Vancouver Coastal Health - Community Care Facilities Licensing.
- e) Attach a list of the Society's Board of Directors, Officers and Executive Director, including their addresses and contact information.
- f) Attach minutes of the Society's most recent annual general meeting.
- g) Attach Last Year's Financial Statements or Audited Statement including balance sheet for the recently completed fiscal year, including the auditor's report signed by external auditors, or one of the following alternatives:
 - If audited financial statements are not available, submit the financial statements reviewed by the external auditors for the most recent completed fiscal year along with the review engagement report signed by the external auditors;

- If neither audited nor reviewed financial statements are available, submit the compiled financial statements for the most recent completed fiscal year along with a compilation report signed by the external auditors; or
 - If none of the above are available, financial statements for the most recently completed fiscal year endorsed by two signing officers of the Board of Directors.
 - A detailed explanation of why audited statements are not available must be provided.
- h) Describe how this request aligns with current City priorities
- i) Attach an operating budget for the current year including all sources of revenue (e.g. Child Care Operating Funding, Fee Reduction, other grants, fundraising).
- j) Provide information on signing officers to represent the Society's endorsement of the grant application and attach a completed signature form.

Step 3 – Grant Request Details – Proposal Information

The following items are required:

Capital Grant Requests

- a) Proposal title
- b) Purpose of the grant - what is the intent of the proposed grant (e.g. for equipment, furnishings, playground improvements, other)? If you select "other", please provide a description of what capital project you wish to undertake.
- c) Provide a detailed description of how the funds would be used to enhance the delivery of licensed child care in Richmond (e.g. improve quality, availability, accessibility).
- d) Describe who will benefit from the grant if received (e.g. the number and age groups of children who will benefit).
- e) List any partners who will be assisting with the project (e.g. any other funders, volunteers, or companies who will provide money, services, in-kind assistance or other contributions).
- f) Provide a detailed budget for the proposal (using the *Project Budget* form available on the City grant website) including:
 - dollar figure for the total requested grant amount.
 - 2 quotes for each outlined expense including source of the quote.
 - all other sources of revenue or funding approved or requested for this project (e.g. Child Care BC Maintenance Fund, Child Care BC Relocation Fund, New Spaces Grant), the date of application, amount of funding requested and the status of the application.

Professional and Program Development Grant Requests

- a) Proposal title
- b) Purpose of the grant – describe how the funds will be used to enhance the child care service delivery, support skill development of early childhood educators, and benefit the broader Richmond child care community.

- c) Describe who will benefit from the grant, if received including the anticipated number of people directly participating.
- d) Describe the expected outcomes for this project and how this project will be evaluated.
- e) List any partners who will be assisting with the project (e.g. any other funders, volunteers or companies who will provide money, services, in-kind assistance or other contributions).
- f) Provide a detailed budget for the proposal (using the *Project Budget* form available on the City grant website) including:
 - dollar figure for the total requested grant amount.
 - 2 quotes for each outlined expense including source of the quote.
 - all sources of revenue for this event (e.g. participant fees, organizational contributions, fundraising, grants), the amount and the status (e.g. secured, anticipated, unconfirmed).

Supporting Documents

- a) Attach copies of the following:
 - An itemized budget identifying two quotes for how grant funds will be used (using the *Project Budget* form available on the City grant website);
 - Additional supporting information for the projected costs (e.g. workshop presenters quotes or 2 quotes from suppliers/trades); and
 - A timeline for completing the project and using the grant funds.

Additional Documentation to Support your Application

- a) Documentation to demonstrate the need for funds (this could be a letter from the Board, a letter from a building consultant/inspector or an inspection report from Child Care Facilities Licensing, photographs of an item needing repair or replacement).
- b) Two letters of support from parents, community partners or others are required. Please note letters from staff will not be accepted.

Terms and Conditions

The Terms and Conditions section of the grant application discusses the following expectations for grant applicants:

- Successful applicants must use the funds for the stated, approved purpose as outlined in the approval letter and within one year of approval. Should items change in price, or function, prior City approval is required.
- All grant recipients must provide a report documenting the use of the funds and the benefits received (at the latest, one year following receipt) through a Grant-Use Report on the online City grant system. Capital Grant Use reports must also include a photo of capital items and itemized receipts for all expenses.
- In addition, the grant received should be mentioned in any newsletter or related publicity published by the organization.

- Any grant applicant who is applying for new funding must submit a report documenting use of previously awarded funds before their current application can be considered.

Consent to these terms will be requested as part of the application process.

Review Process and Approval Process

Grant submissions are first reviewed by City staff to determine eligibility and completeness. The City of Richmond's Child Care Development Advisory Committee also reviews grant applications and makes recommendations to City Council. These are summarized into a report that is presented to Council for their consideration. All decisions concerning the approval of Child Care grants are made by Council. These decisions are final and there is no appeal process.

Application Deadlines and Decisions

The deadline for submitting a grant application will be determined annually. Late applications are not accepted. Please visit the City's grants website for more information on the grant program and important application deadlines:

www.richmond.ca/culture/citygrant

If you are unclear on any part of the grant application, please contact Chris Duggan, (Program Manager, Child Care and Youth) for clarification.

Chris Duggan
Program Manager, Child Care and Youth
City of Richmond – Community Social Development
Phone: 604-204-8621
E-mail: cduggan@richmond.ca

Grant Writing Tips and Frequently Asked Questions

Writing Tips

- Read the Grant Program Guidelines carefully to make sure your organization and proposed grant purpose are eligible for a grant. Pay attention to what items are not eligible for funding. If you have questions or are unsure, reach out to the Grant Administrator early in the process.
- Think about what is your organization, program or project's core purpose? Talk about what is unique about it, and how it impacts the community.
- Does your proposed grant align with the City's principles and objectives for the grant program? Find ways to highlight this in your application.
- Assume that whoever is reviewing your application is not familiar with your organization, program, service or project. The Grant Review Committees are comprised of staff from a variety of different departments, many of which are not involved with your field. Advisory Committee members, who are appointed from the community, may also be involved in the review and not be familiar with your work.
- Make sure your budget makes sense and supports the objective you are proposing to accomplish. Often, a realistic budget is more convincing than a disconnected one.
- Don't send unnecessary attachments. If an application contains a lot of unrelated or unconnected information, your relevant, important points will often get lost in the crowd.

Application Tips

- Write out your application answers and save them in a separate document or file. That way, if you lose internet connection or have issues with the online grant system, your work is saved.
- Save your work often!
- Do not open the submitted application from a previous year and the current application at the same time to copy information over. The system can behave unpredictably and may overwrite your data.
- Give yourself adequate time. If you can, start planning early. Rushing to complete an application right before the deadline can often lead to mistakes, or missed documents.
- Gather your supporting documents ahead of time, including budget, quotes (where needed) and required signatures.

Appendix A: City Priorities

In response to the most recent Early Development Instrument (EDI) data collected and shared with the community by the Human Early Learning Partnership (HELP) at UBC, the City will prioritize initiatives that support and respond to the opportunities, challenges and needs identified in this report.

For the 2024 Child Care Grants, projects that support **social competence** and **emotional maturity** in children will be prioritized, as these have been identified as areas where children are presenting as the most vulnerable in Richmond. The following information is to assist in planning for the grant application. The information and resources that follow are not a complete copy of the findings from the Early Development Instrument or a complete listing of all possible resources available for support.

What is the Early Development Instrument?

The Early Development Instrument (EDI) is a population level monitoring tool that enables the community to understand the vulnerabilities of children in their kindergarten year at the community level. The questionnaire has 103 questions and measures five core areas of early child development that are known to be good predictors of adult health, education and social outcomes: social and emotional development, health and well-being, language and cognitive development, and communication skills. In British Columbia, the Ministries of Children and Family Development, Education and Child Care, and Health have funded the collection and use of the EDI for over 19 years.

EDI questionnaires are completed by kindergarten teachers from across British Columbia for all children in their classes. They are filled out in February, after teachers have had the chance to get to know their students. This ensures that teachers are able to answer the questions knowledgeably.

The EDI is a population-level research tool. It measures developmental change or trends in populations of children at varied geographies: provincial, regional and neighbourhood. This allows us to see variations in children's vulnerability across time and location. Understanding how populations of children are doing allows program delivery organizations and policy makers to make informed decisions about investments in new or adapted programs and in broad policies that support children and families.

EDI data can provide insight into how Kindergarten children are doing and encourage discussions about the factors affecting children's early development in neighbourhoods across the province. The information from the EDI is used to increase awareness of the ways in which we can create environments in which all children can thrive and develop.

EDI data are collected in groups called waves. Each wave is comprised of data collected from several consecutive school years. Data is reported based on children's home postal codes and represents children attending public schools and participating independent and on-reserve schools. To access EDI Reports for Richmond, visit <http://earlylearning.ubc.ca/maps/edi/sd/38/>

The Data: Wave 8 (2019–2022)

The EDI Wave 8 (2019–2022) Wave 8 EDI data for Richmond shows that 39.7% of kindergarten children were on track in their overall development, 39.3 % were vulnerable on one or more EDI scales, and 21.1% were in flux (neither vulnerable on any scale, nor on track on all).

The EDI found that Richmond had higher rates of vulnerability than the province overall on 3 of the 5 EDI scales:

- Social Competence
- Emotional Maturity
- Communication Skills and General Knowledge

The below tables show the difference between the results of Wave 8 Vulnerability Rates, for Richmond compared with the Province Overall.

Richmond Wave 8, Overall Vulnerability = 39.3%

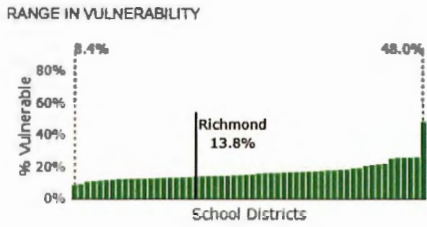
Physical Health & Well-being	Social Competence	Emotional Maturity	Language & Cognitive Development	Communication Skills & General Knowledge
13.8%	23.5%	21.4%	10.1%	20.7%

BC Wave 8, Overall Vulnerability = 32.9%

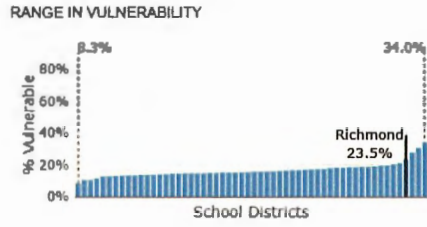
Physical Health & Well-being	Social Competence	Emotional Maturity	Language & Cognitive Development	Communication Skills & General Knowledge
14.7%	16.3%	17.5%	10.5%	14.3%

The below graphs show how SD38 Richmond faired against other school districts in the Province.

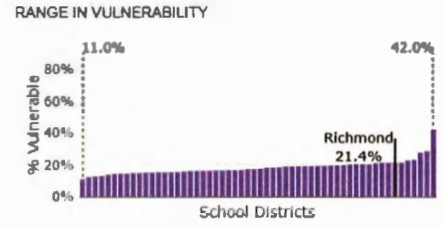
Physical Health & Well-being



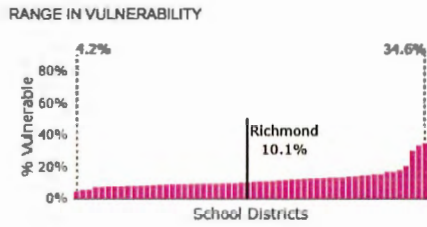
Social Competence



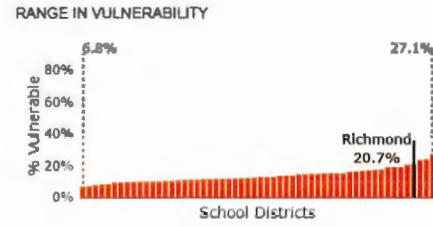
Emotional Maturity



Language & Cognitive Development

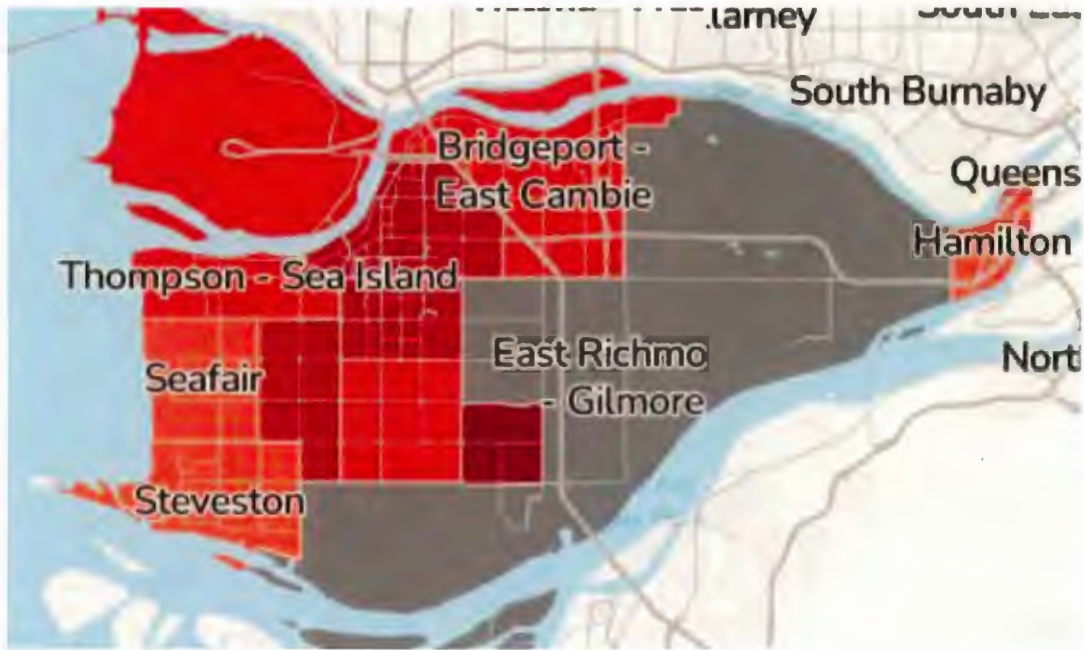


Communication Skills & General Knowledge



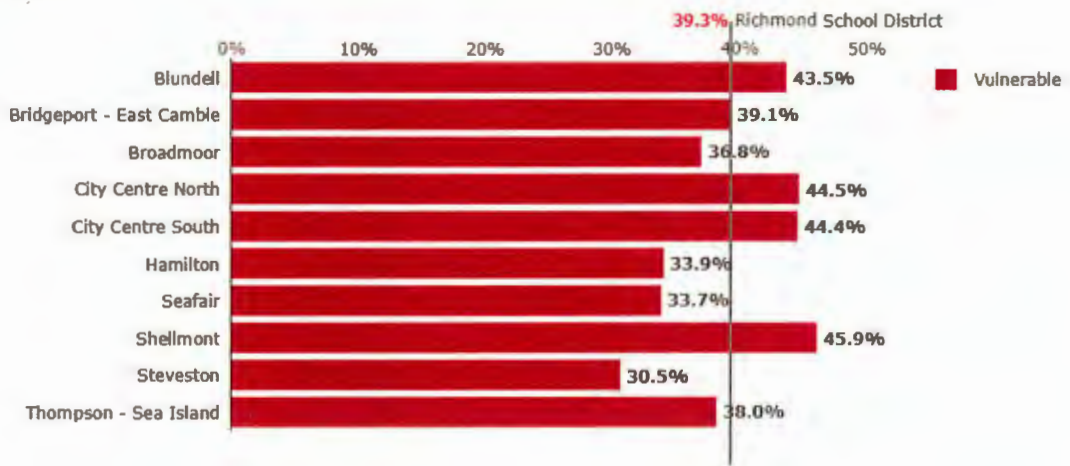
This Map shows the variability between vulnerability rates on all scales in neighbourhoods in Richmond.

The darker the colour, the higher rate of vulnerability on all scales.



VULNERABILITY & OUTCOMES

Chart View Vulnerability

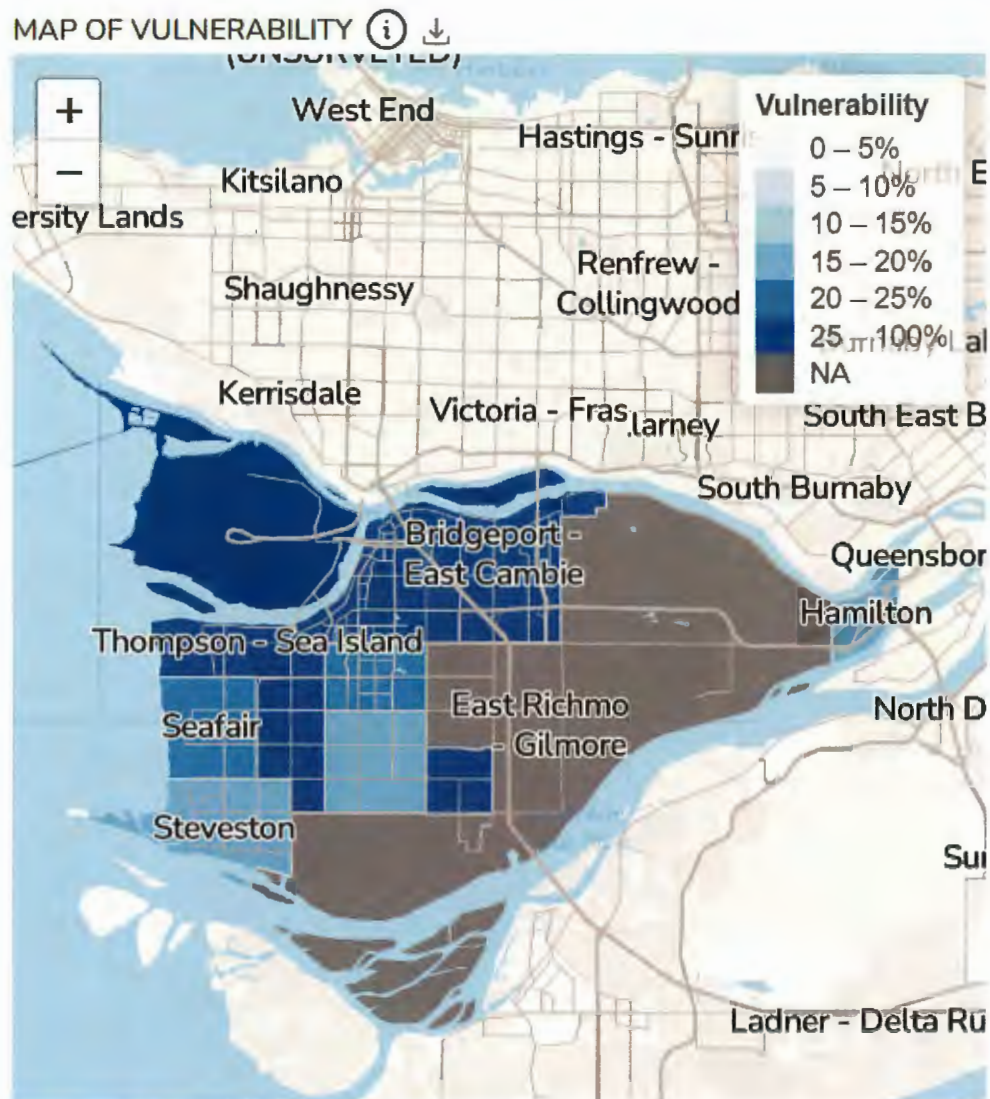


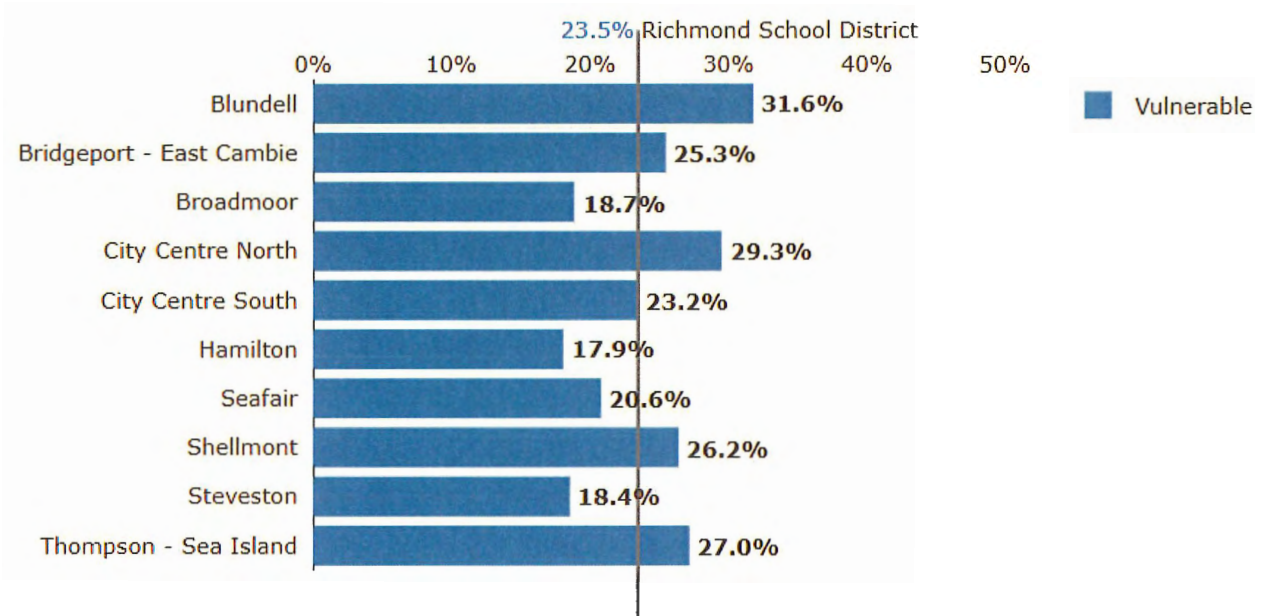
What is Social Competence?

***Social Competence** refers to children's overall social competencies, capacity for respect and responsibility, approaches to learning, and readiness to explore new things. Children who are identified as vulnerable on this scale of the EDI are more likely to have problems getting along with other children on a regular basis and/or have difficulty following rules and class routines.

As with the rest of the province, the Social Competence vulnerability rate in Richmond increased significantly from 2004 (13%) to 2019 (16%). Vulnerability on this scale was highest in the Bridgeport - East Cambie (20%) and Blundell (17%) neighbourhoods, although both neighbourhoods saw a decrease in vulnerability from 2016 (26% and 21% respectively).

*(Human Early Learning Partnership, 2020)



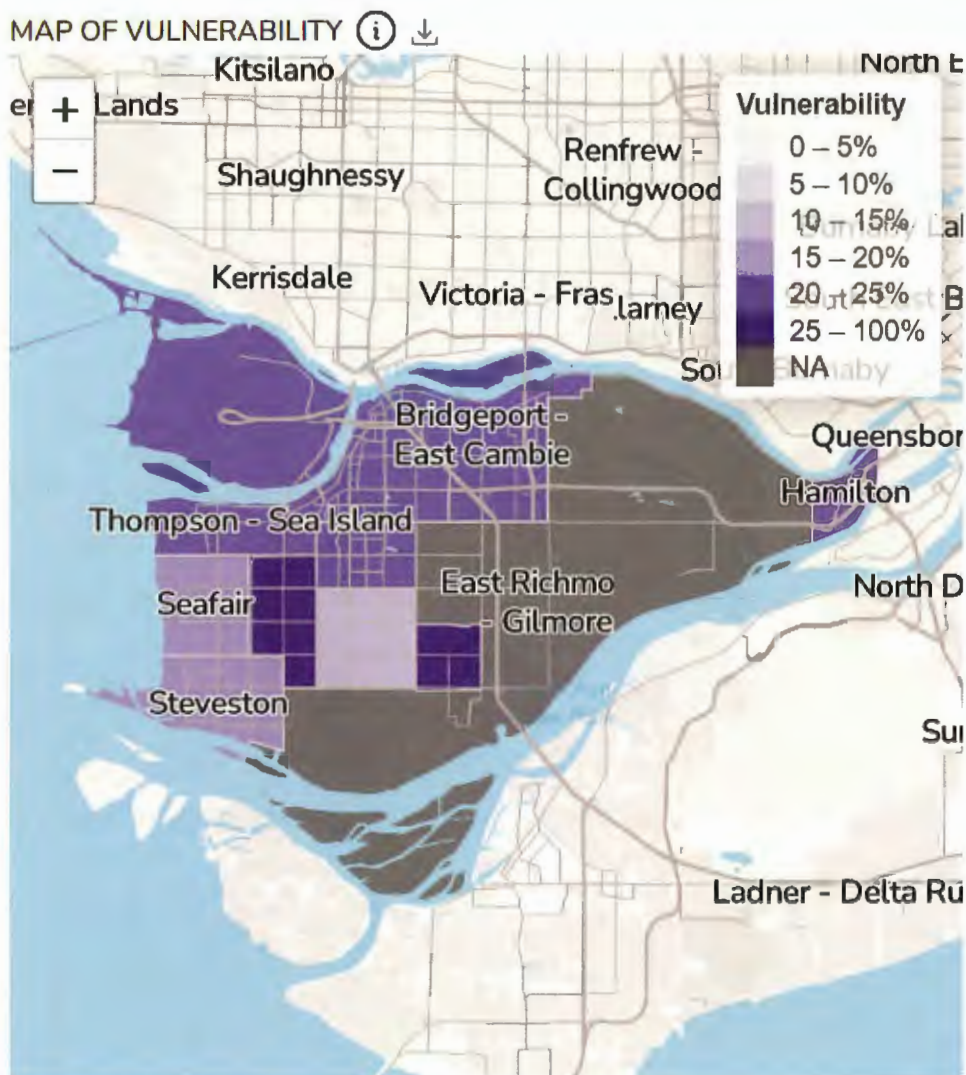


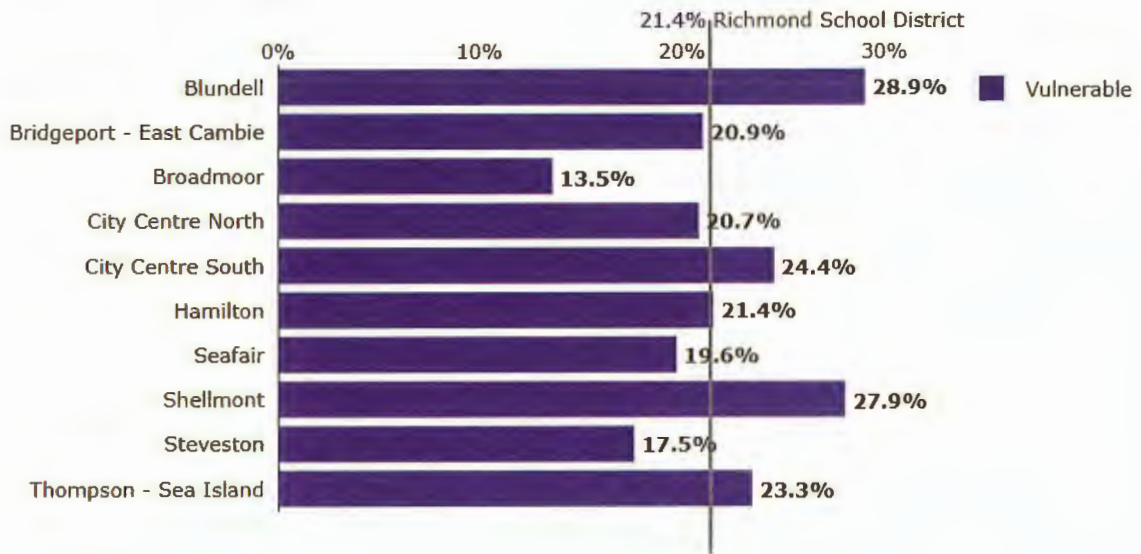
What is Emotional Maturity?

***Emotional Maturity** refers to children’s prosocial and helping behaviours, as well as hyperactivity and inattention, and aggressive, anxious and fearful behaviours. Children who are vulnerable on this scale may experience challenges related to emotion regulation. They may have problems managing aggressive behaviour, be inattentive and impulsive, and/or be worried or anxious.

Provincially and locally, there was a significant and steady increase in the vulnerability rate for Emotional Maturity. The increase in vulnerability on this scale was the largest among all the EDI scales and at a provincial level constitutes a 49% increase since Wave 2 (2004–2007) (Human Early Learning Partnership, 2019). In Richmond the Emotional Maturity vulnerability rate increased from 11% in 2004 to 17% in 2019. As with Social Competence, vulnerability on this scale was highest in the Bridgeport - East Cambie neighbourhood (22% in 2019).

*(Human Early Learning Partnership, 2020).





2024 Child Care Professional and Program Development Grants Requests and Recommendations

SOCIETY	PURPOSE OF GRANT	NOTES FROM CCDAC	REQUESTED AMOUNT	CCDAC RECOMMENDED AMOUNT	PAGE #
Aspire Richmond	The purpose of the grant is to host a two-day child care conference for Richmond child care providers. The grant will fund presenters fees and honoraria for attendees. Total cost is \$14,300.00, partly funded by Applicant and partly by registration fees.		\$ 5,000	\$ 5,000	
Richmond Child Care Resource and Referral	The grant will be used to fund an inclusion workshop event for local child care educators, as well as to fund resource kits that providers can use in their own classrooms. The grant will be used to fund hiring a presenter at the inclusion workshop, and to supply the kits, which include resources and tote bags.		\$ 6,000	\$ 5,000	
TOTAL 2024 CHILD CARE GRANTS REQUESTS & RECOMMENDED TOTAL			\$ 11,000	\$ 10,000	
2024 Child Care Grants Program Budget		Amount Available	Requested	Recommended	Balance remaining
Professional & Program Development Grants		\$ 10,000	\$ 11,000	\$ 10,000	\$ -

Society: Aspire Richmond Support Society

Title: Inclusion and Belonging Child Care Conference

Amount Requested: \$5,000

Purpose: Inclusion Workshop

The proposed plan is to host a 2 day conference on Friday October 4th and Saturday October 5th, 2024. The amount received from the City of Richmond will be used to contribute to the cost of hosting a child care conference for Richmond child care providers.

Service Delivery Benefits

Aspire's Children's Services Programs offer Early Intervention and child care programs ranging from Infant Toddler to Youth Programs. We have a wide array of highly skilled professionals managing our Children's Services Programs. Our management team along with others in the child care community and indigenous community will be offering workshop sessions to expand the knowledge of educators with a focus on Inclusion and Belonging. Participants will learn ways to foster inclusivity, accessibility and increase supports for children and families. The conference will take place at Seedlings Early Childhood Development HUB and will utilize the multipurpose space and child care rooms. Aspire Child Care staff will be welcoming the greater Richmond Child Care Community to participate.

Beneficiaries:

We have enrolment space for 120 educators in the Richmond Community. Our Supported Child Development Program consults to 181 child care programs through-out the Richmond community. Having the educators attend a conference focussed on Inclusion and Belonging will be beneficial to the children that are supported in all child care programs.

Each attendee will receive a certificate to be used toward their professional development hours.

Partners if Applicable: No



Most Recent Previous Grant(s) (if applicable)

Year	Amount	Grant Program
2024	\$14,262.00	Child Care Capital Grant
2023	\$10,000.00	Child Care Capital Grant
2023	\$1,606.88	Child Care Professional & Program Development Grant
2022	\$15,857.00	Health, Social & Safety
2022	\$5,000.00	Child Care Capital Grant
2022	\$7,400.00	Child Care Professional & Program Development Grant
2022	\$5,000.00	Child Care Capital Grant
2021	\$15,500.00	Health, Social & Safety
2021	\$3,500.00	Child Care Capital Grant
2021	\$1,500.00	Child Care Professional & Program Development Grant
2021	\$7,500.00	Child Care Capital Grant

Grant Recommendations:

Recommended Amount: \$5,000

Recommendation:

That Aspire Richmond Support Society be funded for a Child Care Professional & Program Development Grant in the amount of \$5,000.

Grant Conditions: N/A



Society: Richmond Cares, Richmond Gives Society

Title: 2024 Richmond Inclusion Kits Workshop Event

Amount Requested: \$6,000

Purpose: Inclusion Workshop

The grant will be used to fund an Inclusion workshop event for local child care educators as well as fund resource kits that the providers can then take to their centres and use in their classrooms with their children.

A presenter from Supported Child Development would provide a 1.5 to 2 hour training seminar to the attending centre providers and educators, and at the end we would distribute Inclusion Kits at a limit of one per centre to ensure that more centres are reached and children benefiting.

These kits would be designed by CCRR staff with special need education and intended to be utilized in the classroom by children and providers as well as can be used in a variety of scenarios and circumstances. Although these kits would be designed with children requiring additional support (special needs) in mind, the materials could be used by children of all abilities. The grant would be used to fund the purchase and packaging of the inclusion kits as well as pay for presenter fees.

Service Delivery Benefits

This event is based off of the 2023 Inclusion Resource Grant provided by the CCRR which funded 29 centres in Richmond to receive Inclusion kits and a workshop with a kit-use training component for up to 4 staff (\$500 total value). In total the CCRR received nearly 50 applications from local child care centres, demonstrating clear community need. Attendees reported that the workshop expanded their thinking and taught them creative ways to utilize everyday materials to make a more inclusive environment. Additionally, many centres reported that they had difficulty hiring specially trained staff and as a result had concerns about accepting children into their program that required additional support. Training opportunities that target inclusive curriculum are therefore much needed to provide support and education to providers and educators.

In this version, we would allow centres to self-select and register their own centres and staff for training without the barrier of going through a grant application process. Centres can self-select if their centre and staff would benefit from these resources and register themselves and their staff for a nominal fee. Additionally, local educators and students would be able to register for the workshop portion so that they can still benefit from the



knowledge provided and be able to interact with the resources for future ideas for use or purchase.

Beneficiaries:

We would like to fund 20-25 total kits for Richmond centres based off of registration demand and item costs. Centres who previously received the 2023 CCRR Inclusion Kit Grant would be able to register staff for the workshop who were unable to attend under the terms of that grant, and members of the child care community in Richmond would also be able to register individually.

We would host the workshop at our office where we can accommodate up to 120 attendees for this topic. Attendees come away equipped with a new perspective on children’s learning and development that challenges and potentially explores their own prejudices or reservations when it comes to providing inclusive care. This opportunity to not only receive training but to receive a resource kit that could be immediately utilized in their would be an opportunity that most child care educators may not come across under normal circumstances, and one that the CCRR would not be able to afford to sponsor otherwise.

Furthermore, as these resources have been able to be sourced at lower costs from bulk ordering, we are able to provide more value for the providers who may not typically be able to afford these high-quality resources. Depending on community demand, while our current resource list brings total kit cost to approximately \$300/kit, (\$400 total value before bulk discounts), if there is high demand within the child care provider community we could adjust the resources included to be able to provide more kits to child care centres in need.

Partners if Applicable: No

Most Recent Previous Grant(s) (if applicable)

Year	Amount	Grant Program
2024	\$46,485.00	Health, Social & Safety
2023	\$45,351.00	Health, Social & Safety
2023	\$8,393.12	Child Care Professional & Program Development Grant
2022	\$43,615.00	Health, Social & Safety
2021	\$42,634.00	Health, Social & Safety



Grant Recommendations:

Recommended Amount: \$5,000

Recommendation:

That Richmond Cares, Richmond Gives Society be funded for a Child Care Professional & Program Development Grant in the amount of \$5,000.



City of Richmond

Report to Committee

To: Planning Committee

Date: April 24, 2024

From: John Irving, P.Eng., MPA
Deputy Chief Administrative Officer

File: 08-4057-05/2024-Vol 01

Re: **Housing Agreement (Moderate Market Rental Housing) Bylaw No. 10528 and Housing Agreement (Market Rental Housing) Bylaw No. 10522 to Permit the City of Richmond to secure Moderate Market Rental and Market Rental units at 8880 Cook Road and 8751 Citation Drive**

Staff Recommendations

1. That Housing Agreement (Moderate Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10528 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the Moderate Market Rental Units required by Rezoning Application RZ 21-932698; and
2. That Housing Agreement (Market Rental Housing) (8880 Cook Road and 8751 Citation Drive) Bylaw No. 10522 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the Market Rental Units required by Rezoning Application RZ 21-932698, be introduced and given first, second and third readings.

John Irving, P.Eng., MPA
Deputy Chief Administrative Officer
(604-276-4140)

Att.1

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

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement (Moderate Market Rental Housing) Bylaw No. 10528 to secure at least 68 moderate market rental units, and Housing Agreement (Market Rental Housing) Bylaw No. 10522 to secure at least 271 market rental units at 8880 Cook Road and 8751 Citation Drive (Attachment 1).

GBL Architects, on behalf of 1166225 B.C Ltd. and Cook & Citation Limited Partnership, has submitted an application to amend the City of Richmond's Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit the development. The OCP amendment is required to enable an apartment form of construction with integrated ground-oriented townhomes. Council granted first reading to the amending bylaws on September 7, 2022. A public hearing for the amendments was held on October 17, 2022 following which Council granted second and third readings to the amending bylaws. The rezoning considerations tied to the project require the registration of a Housing Agreement in addition to a Housing Covenant to secure the rental tenure of the 339 units in perpetuity.

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

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

This report supports the City's Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

Strategic Direction #1: Use regulatory tools to encourage a diverse range of housing types and tenures.

Analysis

The development proposes the construction of 339 units, all of which will be rental tenure. The project consists of two 6-storey wood-framed buildings overtop a shared parkade. Ground-oriented townhome units have been incorporated around the perimeter of the two buildings to help activate the streetscape. The development will include 271 market rental units in addition to 68 moderate market rental units; 32 of the townhome units will be secured as market rental units and five townhouses will be secured as moderate market rental units. Table 1 summarizes the unit mix, minimum unit sizes, proportion of family-friendly units, and units with Basic Universal Housing (BUH) design.

Table 1: Market Rental and Moderate Market Rental Unit Mix ^{1,2}

Unit Type	Market Rental Units			Moderate Market Rental Units			
	Units	Family-Friendly	Basic Universal Housing (BUH)	Units	Min. Size (ft ²)	Family-Friendly	Basic Universal Housing (BUH)
Studio	51	-	100%	36	400	-	100%
1-Bedroom	100	-	100%	16	535	-	100%
2-Bedroom	75	28%	100%	7	741	10%	100%
3-Bedroom	13	5%	100%	4	980	6%	100%
Townhouse (2-Bd)	30	11%	-	5	741	7%	0
Townhouse (3-Bd)	2	1%	-	0	980	0%	0
Total	271	44%	88%	68	-	24%	93%

¹. Percentages have been rounded to the nearest whole number.

². 100 per cent of the single-level apartment units include a BUH design; the multi-level townhomes would not accommodate a BUH design.

Moderate Market Rental Units

The City Centre Area Plan (CCAP) recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community needs. In this case, the Applicant is proposing 68 units of moderate market rental housing for which tenant eligibility is based on BC Housing’s Household Income Limits (HILs). The combined habitable floor area of the moderate market rental units will be comprised of at least 3,417.6 m² (36,786 ft²). Table 2 summarizes the rental rates and income thresholds that will be secured by the Housing Agreement. Maximum rent rates are set at 30 per cent of the HILs, divided by 12 (months).

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

Unit Type	Proposed Initial Moderate Income Rental Rates and Income Thresholds based on HILs (2023)		Minimum Unit Size Based on Affordable Housing Strategy
	Maximum Rental Rates	Income Thresholds	Minimum Unit size (ft ²)
Studio	\$1,400	\$58,000	400 ft ²
1-Bedroom	\$1,400	\$58,000	535 ft ²
2-Bedroom	\$1,800	\$72,000	741 ft ²
3-Bedroom	\$2,150	\$86,000	980 ft ²

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from age-based occupancy restrictions, limits on access to indoor and outdoor amenity areas, and the imposition of fees including parking fees, strata fees, amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration to ensure compliance with the terms of the Agreement. Should the owner choose to sell the moderate market rental units, the Agreement requires that all of the units be maintained under single ownership. The Housing Covenant will be used to secure the minimum unit sizes outlined in Table 2 in addition to identifying and securing the allocation of parking for the moderate market rental units, being distinguished from spaces for the

market rental units. A minimum of 27 residential parking stalls, of which at least half will be of a standard size, will be allocated to the moderate market rental housing units. Further, a minimum of 1.25 Class 1 bicycle parking spaces will be provided for each studio unit and a minimum of two Class 1 spaces will be provided for all other units.

Overall, the amount, size and mix of moderate market rental units uphold the objectives of the Affordable Housing Strategy and applicable policies of the City's OCP. The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Market Rental Units

The project will include 271 market rental units. The OCP provides that a minimum of 40 per cent of market rental units should include two or more bedrooms that are family friendly. In this case, 120 of the 271 market rental units (44 per cent) will be family friendly and 239 units (88 per cent) will include a BUH design, supporting the ability of tenants to age in place. Overall, the mix of market rental units upholds the objectives of the City's OCP and Market Rental Policy.

The Market Rental Housing Agreement will be used to secure the rental tenure of the 271 market rental units, in addition to ensuring rental rates remain aligned with those that would be charged for the rental of a comparable dwelling unit in a comparable location. The Agreement will protect tenants from age-based occupancy restrictions, and limits on access to common indoor and outdoor amenity spaces, parking spaces, bicycle storage areas and electric vehicle charging stations. Further, the Agreement will provide for an annual statutory declaration to ensure compliance with the terms of the document. A Housing Covenant will be tied to the market rental units to set the allocation of parking spaces for those units.


The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Financial Impact

None

Conclusion

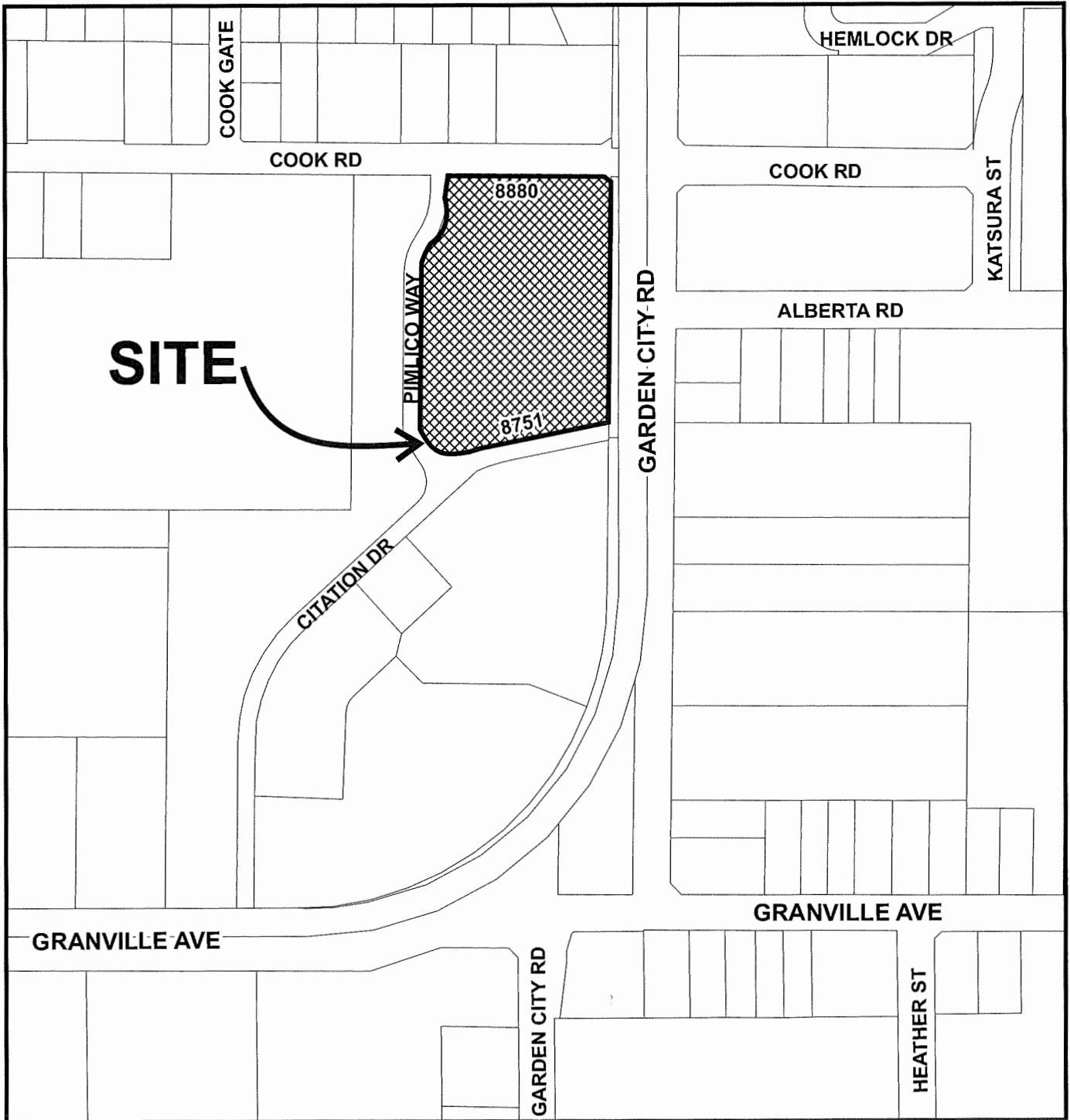
Housing Agreements are required as a means of securing 68 moderate market rental units and 271 market rental units at 8880 Cook Road and 8751 Citation Drive. Council's adoption of Housing Agreement (Moderate Market Rental Housing) Bylaw No. 10528 and Housing Agreement (Market Rental Housing) Bylaw No. 10522 will ensure that rental tenure housing is secured in perpetuity. The agreement for moderate market rental housing will also ensure that rents and income thresholds are secured at levels below those found in the private market.


Sahara Shrestha
Planner I, Affordable Housing
(604-204-4946)

Att. 1: Map of 8880 Cook Road and 8751 Citation Drive



City of Richmond



SITE

8880
8751



8880 Cook Road &
8751 Citation Drive

Original Date: 12/01/23

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (Moderate Market Rental Housing)
(8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10528**

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. 030-506-981

Parcel A Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan
EPP83741

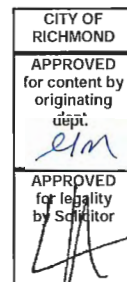
2. This Bylaw is cited as **“Housing Agreement (Moderate Market Rental Housing) (8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10528”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Bylaw 10528

Schedule A

To **Housing Agreement (Moderate Market Rental Housing)**
(8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10528
HOUSING AGREEMENT BETWEEN 1166225 B.C. Ltd., COOK & CITATION LIMITED
PARTNERSHIP AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference the 11th day of April, 2024

AMONG:

1166225 B.C. LTD. (Inc. No. BC1166225), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #1600 – 925 West Georgia Street, Vancouver, BC V6C 3L2; and

COOK & CITATION LIMITED PARTNERSHIP (Registration No. LP0747229), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at #1600 – 925 West Georgia Street, Vancouver, BC V6C 3L2

(collectively, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

7624169

Moderate Income Housing Agreement (Section 483 *Local Government Act*), Bylaw No. 10522
8880 Cook Rd/8751 Citation Dr
Application No. RZ 21-932698, Bylaw 10396, RZC #8

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **“BC Housing HIL Report”** means a Housing Income Limit Report for a calendar year released by the BC Housing Management Commission, or any replacement thereof;
- (d) **“Building”** means any building or structure constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder parcel will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“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;
- (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) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Development, 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 resident parking, visitor parking, loading bays, electric vehicle and bicycle charging stations, bicycle storage, fitness facilities, multi-purpose rooms, and related access routes;
- (j) **“CPI”** means the All-Items Consumer Price Index for Vancouver, BC, published from time to time by Statistics Canada, or its successor in function;
- (k) **“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;
- (l) **“Development”** means the residential rental development to be constructed on the Lands;
- (m) **“Development Permit”** means a development permit authorizing the development of the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 23-014121;

- (n) **“Director of Community Social Development”** means the City’s Director, Community Social Development in the Planning and Development Division of the City, and his or her designate;
- (o) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;
- (p) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Moderate Income Housing Unit;
- (q) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect of a studio unit, \$58,000.00 or less;
 - (ii) in respect of a one-bedroom unit, \$58,000.00 or less;
 - (iii) in respect of a two-bedroom unit, \$72,000.00 or less; or
 - (iv) in respect of a three-bedroom unit, \$86,000 or less;

provided that, commencing February 1, 2024, the annual incomes set out above shall be adjusted annually on February 1st of each year this Agreement is in force and effect:

- (v) by the household income limits published in a BC Housing HIL Report for the year for Richmond, and if Richmond is not listed, for Vancouver; or
- (vi) in the event an annual housing income limit has not been published in the BC Housing HIL Report for the year, by a percentage equal to the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year.

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

- (r) **“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;

- (s) “**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;
- (t) “**Housing Covenant**” means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Moderate Income Housing Units;
- (u) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (v) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (w) “**Lands**” means certain lands and premises legally described as PID: 030-506-981, Parcel A Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan EPP83741, as may be Subdivided from time to time, including a Building or a portion of a Building, into which said lands are Subdivided;
- (x) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (y) “**LTO**” means the New Westminster Land Title Office or its successor;
- (z) “**Moderate Income Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (aa) “**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;
- (bb) “**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;
- (cc) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Moderate Income Housing Unit from time to time;
- (dd) “**Permitted Rent**” means no greater than:
 - (i) \$1,450.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$1,450.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,800.00 (exclusive of GST) a month for a two-bedroom unit; and

- (iv) \$2,150.00 (exclusive of GST) a month for a three-bedroom unit,

provided that, commencing February 1, 2024, the rents set out above may be adjusted annually on February 1 of each year this Agreement is in force and effect by calculating the Permitted Rents to be equal to 30% of the gross household incomes as set out in the applicable BC Housing HIL Report for Richmond, and if Richmond is not listed, for Vancouver. In the event that a BC Housing HIL Report for the year has not been released, Permitted Rents may be increased by a percentage equal to the percentage increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year.

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

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

- (ee) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ff) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (gg) “*Residential Tenancy Regulation*” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (hh) “**Rezoning**” means the rezoning of the Lands pursuant to the rezoning application made by the Owner under number RZ 21-932698;
- (ii) “**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;
- (jj) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (kk) “**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*;

- (ll) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Moderate Income Housing Unit; and
- (mm) “**Tenant**” means an occupant of a Moderate Income Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

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

- 2.1 The Owner agrees that each Moderate Income Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant at Permitted Rent; and that a Moderate Income Housing Unit may not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Moderate Income Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Moderate Income Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Moderate Income Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Moderate Income Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Moderate Income Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:

- (i) the Moderate Income Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Moderate Income Housing Units, any facilities for the use of the Moderate Income Housing Units, including parking and any shared indoor or outdoor amenities, including the Common Amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Moderate Income Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Moderate Income Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Moderate Income Housing Units; and
- (e) not subdivide the Moderate Rental Housing Units into individual strata lots. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than one (1) strata lot.

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

- 3.1 The Owner will not permit a Moderate Income 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 a Moderate Income Housing Unit or Common Amenity assigned for the exclusive use of a Moderate Income 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 a Moderate Income Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Moderate Income Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Moderate Income Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Moderate Income Housing Units becomes the owner, the purchaser or transferee, will be the legal and beneficial owner of not less than all of the Moderate Income Housing Units (provided any one (1) such legal and registered owner may be a different corporate entity or person from its one (1) such beneficial owner, as evidenced by a signed trust

agreement in form and substance satisfactory to the City Solicitor). For clarity, all of the Moderate Income Housing Units will remain under one (1) ownership;

- (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “Building” for the purpose of this Section 3.3; and
- (c) the Lands will not be Subdivided such that one or more Moderate Income Housing Units form their own air space parcel, separate from other Moderate Income Housing Units, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Moderate Income Housing Unit:

- (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Moderate Income Housing Unit;
- (ii) the number of occupants of the Moderate Income Housing Unit;
- (iii) the number of occupants of the Moderate Income Housing Unit 18 years of age and under; and
- (iv) the number of occupants of the Moderate Income Housing Unit who are Seniors”;

- (b) defines the term “Landlord” as the Owner of the Moderate Income Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement.

3.5 If the Owner sells or transfers any Moderate Income Housing Units, the Owner will notify the City Solicitor and the Director of Community Social Development of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

- (a) the Moderate Income Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Moderate Income Housing Unit will not exceed the Permitted Rent applicable to that class of Moderate Income Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common 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) charges or fees in excess of those charged to other occupants of the Development for the use of parking, loading, bicycle storage, electric vehicle and bicycle charging stations or related facilities on the Lands used by the Tenants;
 - (vi) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vii) property or similar tax;provided, however, that if the Moderate Income Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of:
 - (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
 - (ix) installing electric vehicle and bicycle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

3.7 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.

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- 3.9 The Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
- (a) a Moderate Income 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 subsection 1.1(q) of this Agreement;
 - (c) the Moderate Income Housing Unit is occupied by more than the number of people the City determines can reside in the Moderate Income Housing Unit given the number and size of bedrooms in the Moderate Income Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (d) the Moderate Income Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; or
 - (e) the Tenant subleases the Moderate Income 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 subsection 3.9(b) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in subsection 1.1(q), 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 subsection 3.9(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;

- 3.10 The Owner will ensure that each Tenancy Agreement identifies all occupants of the Moderate Income 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 Moderate Income Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- 3.11 The Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.
- 3.12 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Moderate Income Housing Unit to vacate the Moderate Income Housing Unit on or before the effective date of termination.
- 3.13 The Owner shall not impose any age-based restrictions on Tenants of Moderate Income Housing Units, unless expressly permitted by the City in writing in advance.
- 3.14 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the Human Rights Code (BC) with respect to tenancy matters, including tenant selection.

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

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Moderate Income Housing Units as rental accommodation, imposes age-based restrictions on Tenants of Moderate Income 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 Moderate Income Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Income Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to subsection 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 Moderate Income Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Income Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Moderate Income Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Moderate Income Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and

- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued, this Agreement will secure only the legal parcels which contain the Moderate Income Housing Units.

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

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

The Owner further covenants and agrees that it will vote:

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

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

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

7.5 Indemnity

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

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

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Moderate Income Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection of any Building, or

any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that

the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.12 Notice

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

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

Copies to: City Solicitor and the Director of Community Social Development,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Moderate Income Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

[remainder of page intentionally blank]

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

1166225 B.C. LTD., by its authorized signatory(ies):

Yechuan Wu

Name: Yechuan Wu
Title: Director

Name:
Title:

COOK & CITATION LIMITED PARTNERSHIP, by its General Partner 1135133 B.C. LTD., by its authorized signatory(ies):

Yechuan Wu

Name: Yechuan Wu
Title: Director

Name:
Title:

CITY OF RICHMOND, by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION
(Moderate Income Housing Units)

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

I, _____ (full name),
of _____ (address) in the Province
of British Columbia, DO SOLEMNLY DECLARE that:

- 1. I am the registered owner (the "Owner") of the Moderate Income Housing Units;
or,
I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge
of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the
Moderate Income Housing Units and information as of the ___ day of _____, 20___;
3. Continuously since the last Statutory Declaration process:
a) the Moderate Income Housing Units, if occupied, were occupied only by Eligible Tenants (as
defined in the Housing Agreement); and
b) the Owner of the Moderate Income Housing Units complied with the Owner's obligations
under the Housing Agreement and any housing covenant(s) registered against title to the
Moderate Income Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "Information Table") in
respect of each of the Moderate Income Housing Units is current and accurate as of the date of this
declaration; and

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

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

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

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

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

 Name: (Signature of Declarant)

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

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

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:								
Property Management Company:				Property Manager Email:				Property Manager Phone Number:								
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)				
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the 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	1	2022	\$31,048 \$22,364 \$7,825	Yes Yes Yes	\$61,638	\$1,611.19	\$	\$	\$	\$	\$
1																
2																
3																

Continue rows as needed.

7624169

Moderate Income Housing Agreement (Section 483 Local Government Act), Bylaw No. 10522
 8880 Cook Rd-8751 Citation Dr
 Application No RZ 21-932698, Bylaw 10396, RZC #8



**Housing Agreement (Market Rental Housing)
(8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10522**

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. 030-506-981
 Parcel A Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan
 EPP83741

2. This Bylaw is cited as **“Housing Agreement (Market Rental Housing) (8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10522”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10522

Schedule A

To Housing Agreement (Market Rental Housing)
(8880 Cook Rd. and 8751 Citation Dr.) Bylaw No. 10522
HOUSING AGREEMENT BETWEEN 1166225 B.C. Ltd., COOK & CITATION LIMITED
PARTNERSHIP AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference the 11th day of April, 2024

AMONG:

1166225 B.C. LTD. (Inc. No. BC1166225), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #1600 – 925 West Georgia Street, Vancouver, BC V6C 3L2; and

COOK & CITATION LIMITED PARTNERSHIP (Registration No. LP0747229), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at #1600 – 925 West Georgia Street, Vancouver, BC V6C 3L2

(collectively, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

7625226

Market Rental Housing Agreement (Section 483 *Local Government Act*), Bylaw No. 10522
8880 Cook Rd/8751 Citation Dr
Application No. RZ 21-932698, Bylaw 10396, RZC #7

- (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 Development, 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 resident parking, visitor parking, loading bays, electric vehicle and bicycle charging stations, bicycle storage, fitness facilities, multi-purpose rooms, 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 the residential rental development to be constructed on the Lands;
- (k) **“Development Permit”** means a development permit authorizing the development of the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 23-014121;
- (l) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;
- (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) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (o) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) **“Lands”** means certain lands and premises legally described as PID: 030-506-981, Parcel A Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan EPP83741, as may be Subdivided from time to time, including a Building or a portion of a Building, into which said lands are Subdivided;
- (r) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **“LTO”** means the New Westminster Land Title Office or its successor;
- (t) **“Market Rent”** means the prevailing market rent of a comparable dwelling unit in a comparable location;
- (u) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (v) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (w) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (x) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (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 the Lands pursuant to the rezoning application made by the Owner under number RZ 21-932698;
- (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;
- (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 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; and that a Market Rental Housing Unit may not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, “permanent residence” means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Market Rental Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;

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

**ARTICLE 3
DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS**

- 3.1 The Owner will not permit a Market Income 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 Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Market Rental 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 (provided any one (1) such legal and registered owner may be a different corporate entity or person from its one (1) such beneficial owner, as evidenced by a signed trust agreement in form and substance satisfactory to the City Solicitor). For clarity, all of the Market Rental Housing Units will remain under one (1) ownership.

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; and

(c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces on the Lands, including the Common Amenities, subject to reasonable rules and regulations established by the Owner or the Owner’s property manager consistent with good and efficient management of the Market Rental Housing

Units and the standard of management of rental properties similar to the Market Rental Housing Units.

- 3.7 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; 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 attach a copy of this Agreement to every Tenancy Agreement.
- 3.11 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable on or before the effective date of termination.

**ARTICLE 4
DEMOLITION OF MARKET RENTAL HOUSING UNIT**

- 4.1 The Owner will not demolish a Market Rental Housing Unit unless:
 - (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit 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 Market Rental 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 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.
- 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, 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 Market Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

**ARTICLE 6
DEFAULT AND REMEDIES**

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

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

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

**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental 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, 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. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental Housing Units.

7.5 Indemnity

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

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

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Market Rental Housing Unit under this Agreement;

- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection 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 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 a 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:

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

7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an

original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

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

1166225 B.C. LTD., by its authorized signatory(ies):

Yechuan Wu
Name: Yechuan Wu
Title: Director

Name:
Title:

COOK & CITATION LIMITED PARTNERSHIP, by its General Partner
1135133 B.C. LTD., by its authorized signatory(ies):

Yechuan Wu
Name: Yechuan Wu
Title: Director

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

Schedule A to Market Rental Housing Agreement

STATUTORY DECLARATION
Market Rental Housing Units

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

I, _____ (full name),
of _____ (address) in the Province
of British Columbia, DO SOLEMNLY DECLARE that:

- 1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Units;
3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

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

A Commissioner for Taking Affidavits in the)
Province of British Columbia)

DECLARANT



City of Richmond

Report to Committee

To: Planning Committee **Date:** April 19, 2024
From: John Irving, P.Eng., MPA **File:** 08-4057-05/2024-Vol 01
 Deputy Chief Administrative Officer
Re: **Housing Agreement (Affordable Housing) Bylaw No. 10557 to Permit the City of Richmond to Secure Low End Market Rental (LEMR) units at 8911, 8931, 8951, and 8991 Patterson Road**

Staff Recommendations

That Housing Agreement (Affordable Housing) (8911, 8931, 8951 and 8991 Patterson Road) Bylaw No. 10557 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of section 483 of the *Local Government Act*, to secure the Low End Market Rental (LEMR) units required by rezoning application RZ 20-919113, be introduced and given first, second and third readings.

John Irving, P.Eng., MPA
 Deputy Chief Administrative Officer
 (604-276-4140)

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement Bylaw No. 10557 to secure at least 27 Low End Market Rental (LEMR) units within the development at 8911, 8931, 8951 and 8991 Patterson Road (Attachment 1).

Dava Developments Ltd. has, on behalf of the owner Patterson Richmond Nominee Ltd., submitted a rezoning application to permit the construction of a 163-unit development comprised of 136 strata units and 27 LEMR units as well as an approximately 100-room hotel. The zoning amendment bylaw received third reading following a public hearing on July 17, 2023. Prior to Council's adoption of the zoning amendment bylaw, the Applicant must register a Housing Agreement in addition to a Housing Covenant to secure the LEMR units in perpetuity.

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

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

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

This report supports Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

Strategic Direction #1: Use regulatory tools to encourage a diverse range of housing types and tenures.

Analysis

The development proposes the construction of 163 residential units, including 27 LEMR units. The total residential floor area of the LEMR units is approximately 19,976 ft² (1855 m²), making up 15 per cent of the total residential floor area of the project, being the minimum required inside of the City Centre. Should minor adjustments be made as a result of more detailed design, staff will ensure the total floor area of the LEMR units continues to uphold the 15 per cent required. A Housing Covenant will be used to secure the noted floor area in addition to the minimum unit sizes, the location of LEMR units, and the allocation of parking spaces to the LEMR units.

The proposed form of development is an L-shaped building with a seven-story hotel and a 14-story residential building over a shared two-level below-grade parkade. The LEMR units are to be clustered in Levels 3 and 4 of the residential building. The City’s Affordable Housing Strategy supports the clustering of LEMR units provided a non-profit housing operator is secured to manage the units. To this end, the applicant has entered into a preliminary Memorandum of Understanding (MOU) with S.U.C.C.E.S.S., an experienced non-profit housing operator.

Table 1 below summarizes components of the LEMR units that will be secured through the registration of the Housing Agreement and Housing Covenant. As it relates to the LEMR units, the project will provide 15 of the 27 units (55 per cent) as family-friendly units and 23 units (85 per cent) will include a Basic Universal Housing (BUH) design, supporting the ability of tenants to age in place. Overall, the amount, size and mix of LEMR units uphold the objectives of the Affordable Housing Strategy, the Official Community Plan, and the City Centre Area Plan.

Table 1: Summary of LEMR Unit Composition and Rent Limitations

Unit Type	Affordable Housing Strategy Requirements (1)			Project Details (2)	
	Min. Unit Area	Max. Rent Charge	Max. Household Income	Unit Mix	Basic Universal Housing(BUH)
Studio	37 m ² (400 ft ²)	\$811	\$34,650	7.4% (2 units)	7.4% (2 units)
1-bdrm	50 m ² (535 ft ²)	\$975	\$38,250	37.0% (10 units)	33.3% (9 units)
2-bdrm	69 m ² (741 ft ²)	\$1,218	\$46,800	33.3% (9 units)	22.2% (6 units)
3-bdrm	91 m ² (980 ft ²)	\$1,480	\$58,050	22.2% (6 units)	22.2% (6 units)
Total	N/A	N/A	N/A	27 units	85.1% (23 units)

(1) May be adjusted periodically, as provided for under City policy.

(2) Unit mix in the above table may be adjusted through the Development Permit Process provided that the total area comprises at least 15 per cent of the subject development's total residential building area.

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from any age-based occupancy restrictions, limits on access to indoor and outdoor amenity spaces, and the imposition of additional fees including parking fees, strata fees, amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration process used to ensure compliance with the terms and conditions of the document. Should the owner choose to sell the LEMR units, the Agreement requires that all of the affordable housing units, in each building, be maintained under single ownership (within one air space parcel, one strata lot or by way of a legal agreement to the satisfaction of the Director of Development).

The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Financial Impact

None

April 19, 2024

- 4 -

Conclusion

A Housing Agreement is required as a means of securing 27 LEMR units at 8911, 8931, 8951, and 8991 Patterson Road. Council's adoption of the Housing Agreement Bylaw No. 10557 will ensure the LEMR units are maintained, in perpetuity, in accordance with the objectives of the City of Richmond's Affordable Housing Strategy.

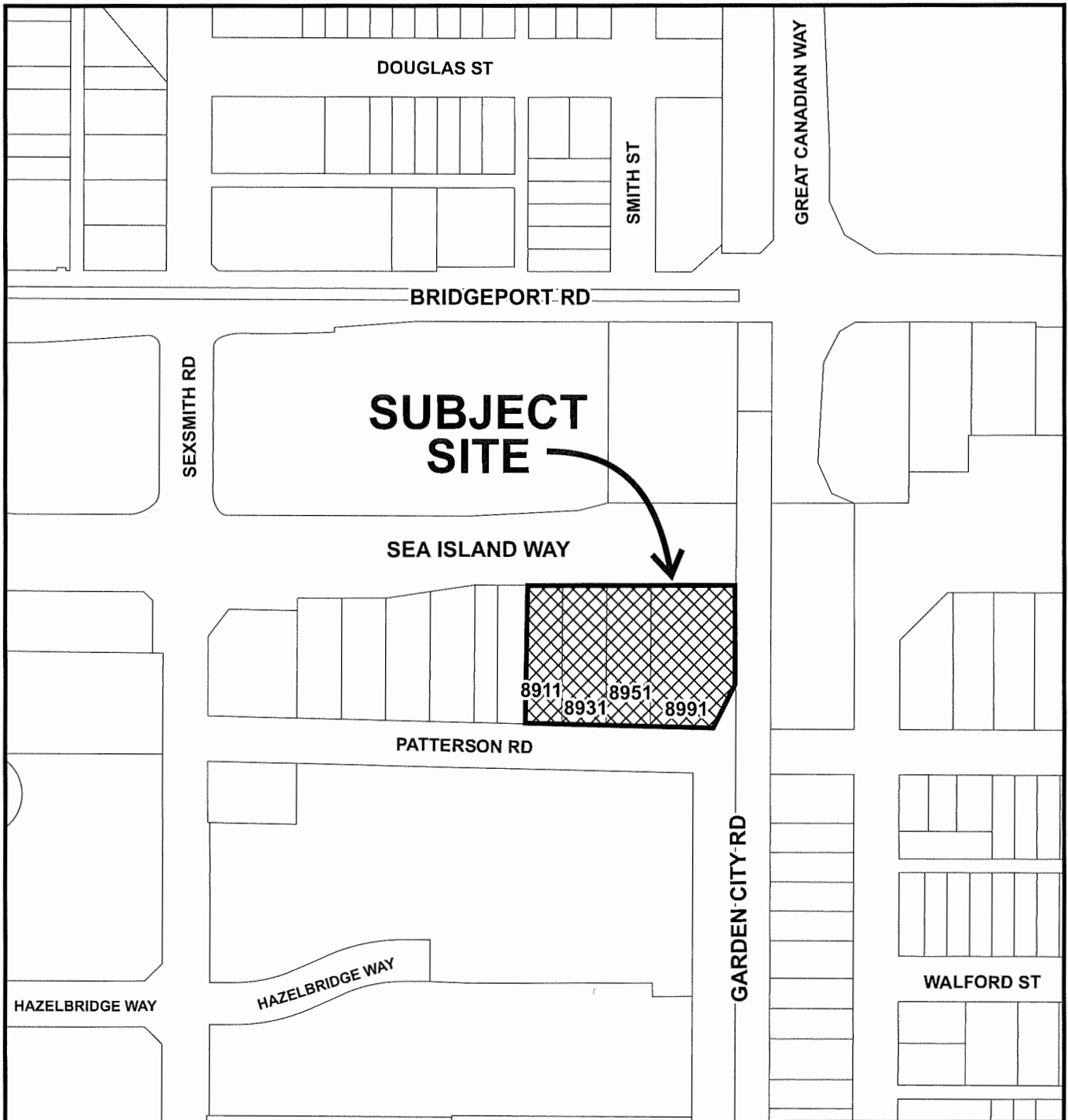


Sahara Shrestha
Planner 1, Affordable Housing
(604-247-4946)

Att. 1: Map of 8911, 8931, 8951, and 8991 Patterson Road



City of Richmond



8911, 8931, 8951
and 8991 Patterson Road

Original Date: 03/21/24

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (Affordable Housing)
(8911, 8931, 8951, and 8991 Patterson Road)
Bylaw No. 10557**

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:

Civic: 8911 Patterson Road
Legal: PID: 003-640-914, Lot 3 Except: Part within Red Outline Taken by Highway Statutory Right of Way Plan 17236 Section 28 Block 5 North Range 6 West New Westminster District Plan 7957

Civic: 8931 Patterson Road
Legal: PID: 003-596-940, West Half Lot 35 Except: Part within Red Outline Taken by Highway (Statutory Right of Way Plan 17236); of Section 28 Block 5 North Range 6 West New Westminster District Plan 3404

Civic: 8951 Patterson Road
Legal: PID: 004-925-556, East Half Lot 35 Except: Part within Red Outline Taken by Highway Statutory Right of Way Plan 17236, Section 28 Block 5 North Range 6 West New Westminster District Plan 3404

Civic: 8991 Patterson Road
Legal: PID: 010-900-985, Lot 36 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 3404 Except Plans 17236 and EPP93646

This Bylaw is cited as “**Housing Agreement (Affordable Housing) (8911, 8931, 8951, and 8991 Patterson Road) Bylaw No. 10557**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Bylaw 10557

Schedule A

To Housing Agreement (Affordable Housing)
(8911, 8931, 8951, and 8991 Patterson Road) Bylaw No. 10557
HOUSING AGREEMENT BETWEEN
PATTERSON RICHMOND NOMINEE LTD. AND CITY OF RICHMOND

AFFORDABLE HOUSING AGREEMENT
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference the 17th day of April, 2024

AMONG:

DAVA DEVELOPMENTS LTD. (Inc. No. BC0198547), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 228 – 2680 Shell Road, Richmond, BC V6X 4C9; and

PATTERSON RICHMOND NOMINEE LTD. (Inc. No. BC1208174), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 228 – 2680 Shell Road, Richmond, BC V6X 4C9

(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, BC V6Y 2C1

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 8911, 8931, 8951, 8991 Patterson Road
Application No. RZ 20-919113, Housing Agreement Bylaw 10557, RZC #24

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) “**Affordable Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (c) “**Agreement**” means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) “**Building**” means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) “**Building Permit**” means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) “**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) “**Common Amenities**” means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (j) “**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;
- (k) “**Daily Amount**” means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered

to the Owner by the City pursuant to section 7.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

- (l) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (m) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 23-034516;
- (n) **“Director of Community Social Development”** means the City’s Director, Community Social Development in the Planning and Development Division of the City, and his or her designate;
- (o) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate
- (p) **“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;
- (q) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;

- (r) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or

- (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (s) “**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;
- (t) “**Housing Covenant**” means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (u) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (v) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (w) “**Lands**” means certain lands and premises legally described as follows:
 - (i) Parcel Identifier: 003-640-914, Lot 3 Except: Part Within Red Outline Taken by Highway Statutory Right of Way Plan 17236 Section 28 Block 5 North Range 6 West New Westminster District Plan 7957;
 - (ii) Parcel Identifier: 003-596-940, West Half Lot 35 Except: Part Within Red Outline Taken by Highway (Statutory Right of Way Plan 17236); of Section 28 Block 5 North Range 6 West New Westminster District Plan 3404;
 - (iii) Parcel Identifier: 004-925-556, East Half Lot 35 Except: Part Within Red Outline Taken by Highway Statutory Right of Way Plan 17236, Section 28 Block 5 North Range 6 West New Westminster District Plan 3404; and
 - (iv) Parcel Identifier: 010-900-985, Lot 36 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan 3404 Except Plans 17236 and EPP93646,

as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (x) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (y) “**LTO**” means the New Westminster Land Title Office or its successor;
- (z) “**Occupancy Certificate**” means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (aa) “**OCP**” means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;

- (bb) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (cc) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (dd) “**Permitted Rent**” means no greater than:
- (i) \$811.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,
- provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. Commencing January 1st of the year following occupancy of the Building, in the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (ee) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ff) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (gg) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;

- (hh) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (ii) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (jj) “**Subdivide**” means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words, or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (kk) “**Tenancy Agreement**” means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ll) “**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 “must”, “shall” and “will” are used interchangeably and 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
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;

- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
- (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules, or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Affordable Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels, without the prior written consent of the City which consent may include additional legal agreements satisfactory to the Director of Development. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by:
 - (i) a strata plan, that the Affordable Housing Units will together form no more than one (1) strata lot; and
 - (ii) an air space plan, that the Affordable Housing Units will together form no more than one (1) air space parcel.

ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.

- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one building; and
 - (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.
- 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 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.5 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this section 3.5.

- 3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director of Community Social Development of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner must not rent, lease, license, or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities, or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax,

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

 - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);

- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities,

provided that such charges are the same as those payable by other residential occupants of the Development;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(q) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(q) [Eligible Tenant] of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement is prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

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

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 8911, 8931, 8951, 8991 Patterson Road
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- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in section 3.5); or
 - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

- 6.2 Notwithstanding Section 6.1:

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 8911, 8931, 8951, 8991 Patterson Road
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- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, then 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,

then 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, this Agreement will secure only the legal parcels which contain the Affordable Housing Units; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));

- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the Form C (Release) and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in section 7.5.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

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

If applicable, the Owner further covenants and agrees that it will vote:

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

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

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

7.5 **Indemnity**

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

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

7.6 **Release**

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

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

7.7 **Survival**

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (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:

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 8911, 8931, 8951, 8991 Patterson Road
Application No. RZ 20-919113, Housing Agreement Bylaw 10557, RZC #24

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

Copies to: City Solicitor and the Director of Community Social Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

[remainder of page intentionally blank]

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

PATTERSON RICHMOND NOMINEE LTD.,
by its authorized signatory(ies):

Name:
Title:

Name:
Title:

DAVA DEVELOPMENTS LTD., by its
authorized signatory(ies):

Name:
Title:

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

Appendix A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

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

I, _____ (full name),
of _____ (address) in the Province of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the “Owner”) of the Affordable Housing Units;

or,

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

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

3. Continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner’s obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

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

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

... 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__)

 (Signature of Declarant)
 Name:

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

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

Appendix A to Statutory Declaration

APPENDIX A																				
Building Name:		Building Address:				Property Manager Name:				Property Manager Phone Number:										
Property Management Company:		Property Manager Email:				Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration)										
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants 18 years and Under	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 18 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
								3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.							
0	101	3 BR	4	No	1	1	2022	\$24,020	\$28,005	\$31,049	\$42,020	\$54,568	\$61,638	Yes	\$1,611.19	\$	\$	\$	\$	\$
				No				\$18,000	\$19,500	\$22,764				Yes						
				No				\$7,063	\$7,825					Yes						
				No																
1																				
2																				
5																				

Continue rows as needed.

Affordable Housing Agreement (Section 483 Local Government Act)
 Address: 8911, 8931, 8951, 8991 Patterson Road
 Application No. RZ 20-919113, Housing Agreement Bylaw 10557, RZC #24



City of Richmond

Report to Committee

To: Public Works and Transportation Committee **Date:** April 19, 2024
From: Lloyd Bie, P. Eng. **File:** 10-6460-01/2024-Vol
 Director, Transportation 01
Re: ICBC-City of Richmond Road Improvement Program – 2024 Update

Staff Recommendations

1. That the proposed road safety improvement projects, as described in Attachment 2 of the staff report titled “ICBC-City of Richmond Road Improvement Program – 2024 Update,” dated April 19, 2024 from the Director, Transportation, be endorsed for submission to the ICBC 2024 Road Improvement Program for consideration of cost-share funding; and
2. That should the above applications be successful, the Chief Administrative Officer and General Manager, Planning and Development, be authorized to execute the cost-share agreements on behalf of the City, and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.

Lloyd Bie, P. Eng.
 Director, Transportation
 (604-276-4131)

Att. 2

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

Staff Report

Origin

At the May 23, 2023 Council meeting, Council endorsed a number of proposed joint ICBC-City of Richmond road safety improvement projects for 2023. This report summarizes the projects implemented in 2023 with funding from ICBC and presents a list of projects proposed to be implemented with funding contributions from ICBC as part of the 2024 ICBC-City of Richmond Road Improvement Program partnership.

This report supports Council's Strategic Plan 2022-2026 Strategy #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.

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

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

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

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

4.4 Work with all levels of governments for grant and funding opportunities.

Analysis

ICBC Road Improvement Program

ICBC initiated the Road Improvement Program in 1990 to help fund the implementation of road safety engineering measures to reduce the frequency and/or severity of crashes at high-risk locations, reduce claims costs and reduce the potential for crashes.

The City has partnered with ICBC in the Road Improvement Program since 1994. This partnership enables the City to undertake more traffic safety enhancements with available funding and helps expedite the delivery of road safety improvement projects. Each year, a list of Council-approved road improvement projects eligible for funding through the Road Improvement Program is compiled for submission to ICBC.

Completed ICBC-City of Richmond Road Improvement Projects

The City was awarded \$215,500 through the 2023 ICBC Road Improvement Program for the implementation of twelve bundles of road improvement projects, as identified in Attachment 1.

Projects include the installation of traffic signals, special crosswalks, overhead LED street name signs and pedestrian and cycling improvements. Figure 1 shows the installation of a traffic signal that received funding through the 2023 ICBC Road Improvement Program.



Figure 1: Installation of a New Traffic Signal at St. Albans Road and Bennett Road

Over the past 5 years, ICBC has contributed over \$1.1 million towards road improvement projects within Richmond. These contributions helped facilitate improvements to the top 20 collision-prone intersections within the City, the installation of 32 video detection cameras, four new traffic signals, 53 LED overhead street name signs, 11 special crosswalks, 17 marked pedestrian zones at schools and 44 uninterrupted power supplies at intersections.

Proposed 2024 ICBC-City of Richmond Road Improvement Projects

Twelve bundles of projects are proposed to be included in the 2024 Road Improvement Program submission to ICBC for funding contribution, as detailed in Attachment 2. The projects align with the objectives of the City and ICBC to improve safety for road users and reduce crashes and injuries. Projects include the removal of channelized right-turn islands at two locations, upgrades to four Top 20 Collision Prone Intersections, installation of new traffic and pedestrian signals and installation of special crosswalks, including the first three solar-powered special crosswalks within the City.

ICBC's funding contribution towards each project will be determined through review of historical crash rates at these locations, the estimated reduction in ICBC claim costs resulting from the proposed improvements, project eligibility in relation to the funding guidelines and the total funding availability.

The outcome of ICBC's review of all submitted projects will be reported back as part of the 2024 update of the ICBC-City of Richmond Road Improvement Program.

Should a project be approved for funding by ICBC, the City will be required to enter into a funding agreement with ICBC.

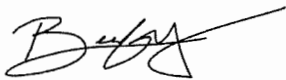
The agreement is provided by ICBC and generally includes an indemnity in favour of ICBC. Staff recommend that the Chief Administrative Officer and General Manager, Planning and Development, be authorized to execute any such funding agreements on behalf of the City.

Financial Impact

The total estimated cost of all the projects identified in Attachment 2 is \$17,711,500. All projects are fully funded through previously approved Capital Budgets. Should any submitted projects receive funding from ICBC exceeding the original budgeted external contribution, staff recommend that the excess external grants be used to reduce the previously approved City funding sources, and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.

Conclusion

ICBC is a long-time partner working with the City to promote traffic safety in Richmond. The traffic safety initiatives jointly implemented by ICBC and the City have resulted in safer streets for all road users in Richmond. Staff recommend that Council endorse the various local road safety improvement projects for submission to the 2024 joint ICBC-City of Richmond Road Improvement Program.



Beata Ng, P. Eng.
Manager, Transportation
Development and Design
(604-247-4627)



Kevin Whitmarsh
Project Leader, Transportation
(604-204-8703)

BN:kw

Att. 1: 2023 Road Improvement Program Projects receiving ICBC Funding
Att. 2: Proposed 2024 City-ICBC Road Improvement Program Projects

2023 Road Improvement Program Projects receiving ICBC Funding

Project Description	Location	ICBC Contribution	Estimated Total Cost ⁽¹⁾
Installation of Special Crosswalk	<ul style="list-style-type: none"> Granville Ave / Mayflower Dr Williams Rd / Leonard Rd Moncton Ave (4500 Block) 	\$10,500	\$246,000
Installation of Traffic Signal	<ul style="list-style-type: none"> St Albans Rd / Bennett Rd 	\$49,500	\$350,000
Installation of UPS (Uninterruptible Power Supply) at Intersections	<ul style="list-style-type: none"> No 1 Rd & Westminster Hwy No 1 Rd & Granville Ave Railway Ave & Granville Ave Railway Ave & Blundell Rd Railway Ave & Francis Rd Railway Ave & Williams Rd No 1 Rd & Chatham St Oval Way & River Rd Elmbridge Way & Westminster Hwy Minoru Blvd & Westminster Hwy Kwantlen St & Alderbridge Way 	\$27,500	\$200,000
Construction of New Multi-Use Pathway	<ul style="list-style-type: none"> Steveston Hwy Phase 1 (Shell Rd-Mortfield Gt) 	\$16,000	\$6,600,000
Installation of Traffic Video Cameras	<ul style="list-style-type: none"> No 5 Rd / Bridgeport Rd Sweden Way / Bridgeport Rd No 5 Rd / Cambie Rd 	\$33,000	\$90,000
Installation of Overhead LED Street Name Signs	<ul style="list-style-type: none"> St Albans Rd & Blundell Rd No 3 Rd & Williams Rd No 3 Rd & Francis R No 3 Rd & Blundell Rd Cooney Rd & Cook Rd Cooney Rd & Saba Rd Cooney Rd & Ackroyd Rd Hazelbridge Way & Alexandra Rd Hazelbridge Way & Leslie Rd Hazelbridge Way & Browngate Rd Garden City Rd & Francis Rd Garden City Rd & Williams Rd Garden City Rd & Blundell Rd Garden City Rd & Cook Rd Garden City Rd & Lansdowne Rd Garden City Rd & Odlin Rd 	\$48,000	\$240,000
Construction of Pedestrian Pathways	<ul style="list-style-type: none"> Westminster Hwy (Muir Rd-150m east) 	\$7,000	\$190,000
Bike Lane Protection Project	<ul style="list-style-type: none"> Garden City Rd – Granville Ave to Sea Island Way 	\$17,000	\$300,000
Traffic Calming: Raised Crosswalks	<ul style="list-style-type: none"> Walter Lee School Tomsett School Jessie Wowk School Kittiwake Dr Bardmond Ave 	\$5,000	\$45,000
Installation of Pedestrian Zone Markers	<ul style="list-style-type: none"> Dover Neighbourhood Park 	\$2,000	\$16,000
Total		\$215,500	\$8,277,000

⁽¹⁾ Actual total project costs are being compiled and are unavailable at the time of this report.

Proposed 2024 City-ICBC Road Improvement Program Projects

Proposed 2024 ICBC-City of Richmond Road Improvement Program Projects	Estimated Total Cost
Removal of Channelized Right-Turn Island: <ul style="list-style-type: none"> St. Edwards Dr & Cambie Rd Westminster Hwy & Cooney Rd 	\$830,000
Construction of Intersection Safety Improvements: <ul style="list-style-type: none"> Westminster Hwy & No 5 Rd Cambie Rd & No 5 Rd Cambie Rd & No 4 Rd Westminster Hwy & No 2 Rd 	6,960,000
Installation of special crosswalk: <ul style="list-style-type: none"> Shell Rd Trail and Granville Ave Shell Rd Trail and Blundell Rd No. 2 Rd and Kittiwake Dr Williams Rd and Elkmond Rd No. 4 Rd and Dennis Pl Heather St & Granville Ave Other locations to be determined⁽²⁾ 	\$455,000
Installation of full traffic signal: <ul style="list-style-type: none"> Great Canadian Way and Beckwith Rd. Other locations to be determined⁽²⁾ 	\$350,000
Installation of pedestrian signal: <ul style="list-style-type: none"> No. 3 Road-Saunders Road (upgrade from existing special crosswalk) Other locations to be determined⁽²⁾ 	\$180,000
Installation of traffic video cameras: <ul style="list-style-type: none"> No. 4 Rd and Francis Rd No. 4 Rd and Blundell Rd No. 4 Rd and Granville Ave Other locations to be determined⁽²⁾ 	\$90,000
Installation of overhead LED street name signs <ul style="list-style-type: none"> Great Canadian Way and Van Horne Way Great Canadian Way and River Rd No. 4 Rd and Williams Rd. No. 4 Rd and Granville Ave No. 4 Rd and Alderbridge Way No. 4 Rd and Odlin Rd No. 4 Rd and Cambie Rd No. 4 Rd and Blundell Rd Aberdeen Mall and Cambie Rd Hazelbridge Way and Cambie Rd Sexsmith Rd and Cambie Rd Gilbert Rd and Granville Ave Other locations to be determined⁽²⁾ 	\$180,000
Traffic calming measures: Raised crosswalks <ul style="list-style-type: none"> Bridge Elementary School McKinney Elementary School Choice School Other locations pending results of traffic studies⁽¹⁾ 	\$30,000
Installation of stop signs via stop-sign infill program <ul style="list-style-type: none"> 91 locations across the City 	\$45,500

Proposed 2024 City-ICBC Road Improvement Program Projects

Proposed 2024 ICBC-City of Richmond Road Improvement Program Projects	Estimated Total Cost
Installation of UPS (uninterruptible power supply) <ul style="list-style-type: none"> • No. 1 Rd and Williams Rd • No. 1 Rd and Osmond Rd • No. 1 Rd and Blundell Rd • Garden City Rd and Williams Rd • Garden City Rd and Francis Rd • Railway Ave and Moncton St • Garden City Rd and Lansdowne Rd • No. 8 Rd and Westminster Hwy • No. 2 Rd and Blundell Centre • Alderbridge Way and Westminster Hwy • Other locations to be determined⁽²⁾ 	\$200,000
Construction of pedestrian pathway: <ul style="list-style-type: none"> • St. Edwards Drive (350m east of Cambie Rd-Bird Rd) • Other locations to be determined⁽²⁾ 	\$600,000
Construction of multi-use pathway: <ul style="list-style-type: none"> • Steveston Hwy Ph 2 (Mortfield Gate to No 2 Rd) • Garden City Rd (Williams Rd to Francis Rd) • No 2 Rd (Steveston Hwy to Williams Rd) • Other locations to be determined⁽²⁾ 	\$7,800,000
Total	\$17,720,500

(1) Implementation is subject to consultation with and support from affected residents.

(2) Additional locations may be identified for submission to ICBC prior to its annual program deadline.



To: Public Works and Transportation Committee **Date:** April 24, 2024
From: Milton Chan, P.Eng **File:** 10-6000-01/2024-Vol
Director, Engineering 01
Lloyd Bie, P.Eng
Director, Transportation
Re: Cambie Road and No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use
Pathway and Active Transportation Improvement Program 2022 – Project
Update

Staff Recommendations

1. That the increase in project budgets for the Cambie Road and No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use Pathway and Active Transportation Program 2022 be approved as presented in the report “Cambie Road and No. 5 Road Intersection Upgrade, No. 2 Road Multi-Use Pathway and Active Transportation Improvement Program 2022 – Project Update” dated April 24, 2024 from the Director, Transportation and Director, Engineering; and
2. That the 5 Year Financial Plan (2024-2028) be amended accordingly.

Milton Chan, P.Eng
Director, Engineering
(604-276-4377)

Lloyd Bie, P.Eng
Director, Transportation
(604-276-4131)

Att. 1

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

Staff Report

Origin

The Cambie Road and No. 5 Road Intersection Upgrade Project, No. 2 Road Multi-Use Pathway Project and Active Transportation Improvement Program 2022 were approved by Council as part of the 2020, 2021 and 2022 Capital Budget respectively. This report provides an update on these projects and seeks Council's authorization to increase the project budgets to reflect additional grant funding received and accommodate updated project costs.

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.

2.4 Enhance Richmond's robust transportation network by balancing commercial, public, private and active transportation needs.

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.

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

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

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

4.4 Work with all levels of governments for grant and funding opportunities.

Analysis

Project Background and Construction Update

Cambie Road and No. 5 Road Intersection Upgrade

This project introduces dedicated left turn lanes in all directions of the intersection and upgrades the existing sidewalk along the north side of the intersection to a multi-use pathway (MUP). The project will improve road safety, reduce traffic congestion and improve comfort and accessibility for pedestrians and cyclists. Detailed design has been completed. The project involves land acquisition and this process is anticipated to be completed by May 2024. Proposals for construction of this project have been solicited through a public, competitive process and construction is anticipated to be complete before the end of the year.

No. 2 Road Multi-Use Pathway Project

This project provides a new paved multi-use pathway along the east side of No. 2 Road between Steveston Highway and Williams Road. The project enhances connectivity in the City's pedestrian and cycling network, making it easier for people to walk, ride or roll throughout the City. Design has been completed. The project involves land acquisition and this process is anticipated to be completed by Q2 2024. Proposals for construction of this project have been solicited through a public, competitive process and construction is anticipated to be complete by early 2025.

Active Transportation Improvement Program 2022

This program includes three projects that implements walking, cycling and rolling improvements throughout the City. These include:

- **Garden City Road Cycling Protection:** This project involves implementing a delineated buffer along the existing bicycle lanes on Garden City Road between Granville Avenue and Sea Island Way. This project has been completed.
- **Francis Road and McCutcheon Place Cycling Improvement:** This project introduces a new special crosswalk at the Francis Road and McCutcheon Place intersection to improve connectivity through the Mid-town Neighbourhood Bike Route. Design has been completed and construction is anticipated to be complete by early 2025.
- **Garden City Road MUP:** This project upgrades the existing paved MUP along Garden City Road between Francis Road and Williams Road. The scope of work includes widening and resurfacing the existing pathway and construction of new pedestrian lighting along the pathway. Design has been completed and construction is anticipated to be complete before the end of the year.

Funding Update

Translink, ICBC and the Province of BC provide a number of cost-share and grant funding opportunities to support the implementation of road safety and active transportation improvements. Consistent with Council's Strategic Plan Focus Area #4, the City works proactively with these organizations to secure external funding for infrastructure upgrades. Projects are typically approved by Council before they are included in grant or cost-share

applications. As such, the exact amount of external funding available may be unknown at the time of project approval.

Subsequent to Council’s approval of these three projects, the City has secured additional external funding beyond what was originally estimated. Table 1 summarizes the grant funding that has been secured for each project compared to the original budget. A detailed breakdown of these grants is presented in Attachment 1.

Table 1 - Budgeted and Secured External Funding

		No. 5 Road and Cambie Road Intersection Upgrades	No. 2 Road Multi-Use Pathway	Active Transportation Improvements Program 2022
Approved Budget	City Funding*	\$2,070,000	\$1,200,000	\$750,000
	Estimated External Funding	\$690,000	\$1,200,000	\$0
	Total Budget	\$2,760,000	\$2,400,000	\$750,000
Secured External Funds		\$1,380,000	\$1,949,750	\$767,066
Additional External Funds Secured		\$690,000	\$749,750	\$767,066

*City funding sources are 94.05% from Roads Development Cost Charges and 5.95% from Capital Reserve (Revolving Fund)

Staff have updated cost estimates for these projects based on finalized designs, pricing received through the procurement process and updated land costs. The costs are higher than originally anticipated and exceed current budgets. These increases are largely due to uncertainties within the construction market, industry volatility as a result of the COVID-19 pandemic, supply chain restrictions and high levels of inflation. Because of these increases, the projects cannot be completed within the current budgets.

Staff have assessed the feasibility of amending the project scope to fit within existing budgets. This approach is not recommended for the following reasons:

- Cambie Road and No. 5 Road Intersection Upgrades: All upgrades included within the project scope are integral to achieving the intended safety and traffic improvements. Reductions in scope such as installation of left-turn bays on two legs of the intersection instead of the proposed four would reduce project benefits at marginal cost savings, cause similar traffic disruptions and may impact the project’s eligibility for secured external funding.
- No. 2 Road MUP: Constructing a shortened section of MUP would not provide the connectivity that was envisioned for the project and may impact the project’s eligibility for secured external funding. If the project does not proceed, \$1,949,750 of external grants would be lost.
- Active Transportation Improvement Program 2022: Eliminating the Francis Road and McCutcheon Place Cycling Improvement project would not be sufficient to resolve the funding variance. In order to remain within approved budgets, the Garden City Road MUP project would be cancelled and \$500,000 of secured external funding would be lost.

Pedestrian lighting would not be provided along this MUP and the deteriorated surface would not be repaired.

The additional external funds secured, in addition to the previously approved budget amounts, provide sufficient funding to complete these projects. Amending the budgets to fully utilize the secured grants will allow the projects to be completed as intended with no impact to City funding. Staff recommend that project budgets be increased to reflect the additional grants secured.

If project budgets are not increased to utilize the secured grants, there would be insufficient funding to complete the projects. The projects would not proceed and roadways will be left in their current conditions. Any external funding secured for these projects would be lost.

Financial Impact

Staff recommend that an increase to the capital projects’ budgets, funded by external contributions with no additional City funding required, in the amounts as outlined in Table 2 be approved, and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.

Table 2: Financial Impact Summary

Project	Cambie Road and No. 5 Road Intersection Upgrade (CR00101)	No. 2 Road Multi-Use Pathway (CT00034)	Active Transportation Improvements Program 2022 (CR00138)
Approved Budget	\$2,760,000	\$2,400,000	\$750,000
Additional External Funding Secured	\$690,000	\$749,750	\$767,066
Amended Project Budget	\$3,450,000	\$3,149,750	\$1,517,066

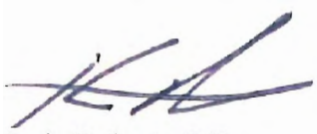
Contractor pricing has been received for the Cambie Road and No. 5 Road Intersection Upgrade Project and No. 2 Road Multi-Use Pathway Project. Should Council approve the budget increase recommended in this report, staff will proceed with awarding the construction contracts for these projects. The Cambie Road and No. 5 Road project would be scheduled for completion by the end of 2024, and the No. 2 Road project by early 2025.

The Active Transportation Improvements Program is planned to be constructed by City Forces. Should Council approve the recommended budget increase, this project would be scheduled for completion by early 2025.

Conclusion

The Cambie Road and No. 5 Road project improves safety and relieves traffic congestion for road users. The No. 2 Road Multi-Use Pathway and the Active Transportation Improvement Program 2022 improves comfort, safety and connectivity for those who walk, cycle or roll within the City. These projects improve the City’s transportation network and were approved by Council as part of prior Capital Budgets.

While costs have increased due to inflation and volatility in the construction market, the City has been successful at securing approximately 50 per cent of project costs through external funding sources. Due to this increased external funding, these projects can continue to be delivered with no additional City funding. Staff recommend that project budgets be increased to reflect external funding secured. Should Council endorse this recommendation, tender award and construction will commence over the coming months and all projects are anticipated to be completed by early 2025.



Kevin Roberts, P.Eng.
Senior Project Manager,
Engineering Design & Construction
(604-204-8512)



Beata Ng, P.Eng.
Manager,
Transportation Development and Design
(604-247-4627)

Att 1: Summary of External Funds Secured

Summary of External Funds Secured

Project		External Funding Source	Amount	Project Total
Cambie Road and No. 5 Road Intersection Upgrade		Translink - Major Road Network and Bike Program, Walking Infrastructure to Transit Program	\$1,380,000	\$1,380,000
No. 2 Road Multi-Use Pathway		Translink - Major Road Network and Bike Program, Bicycle Infrastructure Capital Cost-Sharing Program	\$1,499,500	\$1,949,750
		Province of BC - Active Transportation Grant Program	\$450,250	
Active Transportation Improvement Program 2022	Garden City Road Cycling Protection	Translink - Bicycle Infrastructure Capital Cost-Sharing Program	\$46,066	\$767,066
		ICBC - Road Safety Improvement Program	\$17,000	
	Francis Road and McCutcheon Place Cycling Improvement	Translink - Bicycle Infrastructure Capital Cost-Sharing Program	\$204,000	
	Garden City Road MUP	Translink - Major Road Network and Bike Program	\$500,000	



**City of
Richmond**



**TO: MAYOR & EACH
COUNCILLOR
FROM: CITY CLERK'S OFFICE**

Memorandum

Planning and Development Division
Development Applications

To: Mayor and Councillors **Date:** May 17, 2024
From: Wayne Craig **File:** RZ 19-870807
 General Manager, Planning & Development
Re: **Administrative Correction – Zoning Bylaw 8500, Amendment Bylaw 10357**

This memo serves to correct a typographical inaccuracy in Zoning Bylaw 8500, Amendment Bylaw 10357. At the April 22, 2024 Council Meeting, Council adopted Zoning Bylaw 8500, Amendment Bylaw 10357. Subsequently, staff determined that while the subject site was identified in the location map, the legal descriptions for some of the individual lots involved in the rezoning were not correctly identified in the Bylaw.

As the Bylaw 10357 was already adopted, a new Zoning Bylaw 8500, Amendment Bylaw 10562 is recommended to revise legal descriptions in Bylaw 10357. The correct legal descriptions of the development site at the time of adoption of Bylaw 10357 are as follows:

- P.I.D. 010-472-801
Lot 60 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489
- P.I.D. 010-472-819
Lot 61 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489
- P.I.D. 003-690-962
Lot 62 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489
- P.I.D. 010-472-827
Lot 63 Section 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489
and a closed portion of Spire Road dedicated by Plan 21489, Sections 9 and 10, Block 4 North Range 6 West New Westminster District as shown in Reference Plan EPP 137026.

The revision of the legal descriptions does not alter any land use regulations associated with the rezoning application.

PHOTOCOPIED

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& DISTRIBUTED

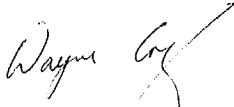


May 17, 2024

- 2 -

In light of the above, staff recommend that Richmond Zoning Bylaw 8500, Amendment Bylaw 10562 be introduced and given first, second and third readings.

Should you have any questions regarding this matter, please contact the undersigned.



Wayne Craig
General Manager, Planning & Development
(604-276-4083)

WC:ss

pc: SMT



Richmond Zoning Bylaw 8500 Amendment Bylaw 10562

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

- 1. Richmond Zoning Bylaw 8500 Amendment Bylaw 10357, is amended by replacing the legal descriptions in the Bylaw with the following:

P.I.D. 010-472-801
Lot 60 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 010-472-819
Lot 61 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 003-690-962
Lot 62 Sections 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 010-472-827
Lot 63 Section 9 and 10 Block 4 North Range 6 West New Westminster District Plan 21489
and a closed portion of Spire Road dedicated by Plan 21489, Sections 9 and 10, Block 4 North Range 6 West New Westminster District as shown in Reference Plan EPP 137026.

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10562".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

MAYOR

Approval lines for Corporate Officer

CITY OF RICHMOND APPROVED by E.L. APPROVED by Director or Solicitor



**Housing Agreement (Affordable Housing)
(4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361,
23381 Gilley Road) Bylaw No. 10512**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 028-917-910

Lot 1 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP22220

P.I.D. 011-323-299

Lot 46 Section 36 Block 5 North Range 4 West New Westminster District Plan 8421, Except Plans 41472 and EPP22220

P.I.D. 003-927-601

Lot 113 Section 36 Block 5 North Range 4 West New Westminster District Plan 41472

P.I.D. 003-976-327

Lot 125 Section 36 Block 5 North Range 4 West New Westminster District Plan 45199 Except Plan EPP55255

P.I.D. 005-143-357

Lot 64 Except: Part Subdivided by Plan 45199: Section 36 Block 5 North Range 4 West New Westminster District Plan 25116

P.I.D. 004-126-033

Lot 143 Section 36 Block 5 North Range 6 West New Westminster District Plan 49336

P.I.D. 008-709-734

Lot 65 Except: Part Subdivided by Plan 49336, Section 36 Block 5 North Range 4 West New Westminster District Plan 25116

- 2. This Bylaw is cited as “Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512”.

FIRST READING

MAY 13 2024

SECOND READING

MAY 13 2024

THIRD READING

MAY 13 2024

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>etm</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Bylaw 10512

Schedule A

To **Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and
23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512**
HOUSING AGREEMENT BETWEEN MASKEEN (Hamilton) PROPERTIES CORP AND
CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference ___ day of _____, 2024.

BETWEEN:

MASKEEN (HAMILTON) PROPERTIES CORP.

(Incorporation No. BC1301260), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 308 – 6321 King George Blvd, Surrey, BC V3X 1G1

(“Maskeen”)

AND:

1164822 B.C. Ltd. (Incorporation No. BC1164822), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 2240 – 4871 Shell Road, Richmond, BC V6X 3Z6

(“1164822”, together with Maskeen, the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

Housing Agreement (Section 483 *Local Government Act*)
4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
Application No. RZ 21-942276 Bylaw 10453
RZ Consideration # 16
Housing Agreement Bylaw 10512

- C. The Owner is the registered owner of the Lands (as hereinafter defined); and
- D. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
 - (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
 - (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
 - (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
 - (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
 - (f) **“City”** means the City of Richmond;
 - (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
 - (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Development, or all Tenants of Affordable Housing Units in the

Housing Agreement (Section 483 *Local Government Act*)
4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
Application No. RZ 21-942276 Bylaw 10453
RZ Consideration # 16

Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, fitness facilities, outdoor recreation facilities, and related access routes;

- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means certain lands and premises legally described as following:
 - (i) P.I.D. 028-917-910, Lot 1 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP22220;
 - (ii) P.I.D. 011-323-299, Lot 46 Section 36 Block 5 North Range 4 West New Westminster District Plan 8421, Except Plans 41472 and EPP22220;
 - (iii) P.I.D. 003-927-601, Lot 113 Section 36 Block 5 North Range 4 West New Westminster District Plan 41472;
 - (iv) P.I.D. 003-976-327, Lot 125 Section 36 Block 5 North Range 4 West New Westminster District Plan 45199 Except Plan EPP55255;

- (v) P.I.D. 005-143-357, Lot 64 Except: Part Subdivided by Plan 45199: Section 36 Block 5 North Range 4 West New Westminster District Plan 25116;
- (vi) P.I.D. 004-126-033, Lot 143 Section 36 Block 5 North Range 6 West New Westminster District Plan 49336; and
- (vii) P.I.D. 008-709-734, Lot 65 Except: Part Subdivided by Plan 49336, Section 36 Block 5 North Range 4 West New Westminster District Plan 25116,

and following the filing of Subdivision Plan EPP132823 will be consolidated legally described as:

- (viii) No PID, Lot A, Section 36 Block 5 North Range 4 West NWD Plan EPP132823,

as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (x) **“LTO”** means the New Westminster Land Title Office or its successor;
- (y) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (aa) **“Permitted Rent”** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. Commencing January 1st of the year following occupancy of the Building, in the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (bb) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (cc) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **“Residential Tenancy Regulation”** means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ee) **“Senior”** means an individual who is of the age defined by the Council of the City as a “senior” for the purposes of City programs, at the time of this Agreement being defined at 55 years of age and older;
- (ff) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (gg) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (hh) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

Housing Agreement (Section 483 *Local Government Act*)
 4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
 Application No. RZ 21-942276 Bylaw 10453
 RZ Consideration # 16

- (ii) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing units, including parking, and any shared indoor or outdoor amenities.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

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

- (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:

- (i) a statement of the total gross annual income once per calendar year from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under;
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors; and
 - (v) the total income for all occupants of the Affordable Housing Unit;”
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 If the Owner sells or transfers the Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Community Social Development of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of:
 - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;

- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(p) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(p) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

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

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

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

**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

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

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

The Owner further covenants and agrees that it will vote:

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

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

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

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 **Release**

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 **Survival**

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

7.8 **Priority**

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

7.9 **City’s Powers Unaffected**

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor, and the Director, Community Social Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

[The Remainder of This Page is Intentionally Blank]

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

MASKEEN (HAMILTON) PROPERTIES CORP.

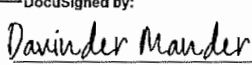
by its authorized signatory(ies):

Per: 
Name: Jagdip Sivia

Per: _____
Name: _____

1164822 B.C. LTD.

by its authorized signatory(ies):

DocuSigned by:
Per: 
Name: DBF443D3D61F46C...

Per: _____
Name: _____

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Appendix A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

CANADA	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the "Affordable Housing Units") located
	)	at
PROVINCE OF BRITISH COLUMBIA)	_____ ,
	)	(street address), British Columbia, and Housing
	)	Agreement dated _____, 20____ (the
	)	"Housing 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:

- I am the registered owner (the "Owner") of the Affordable Housing Units;
or,
- I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;

This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the "Period");

Continuously throughout the Period:

- a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
- b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

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

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 ____)	
)	_____
	)	<i>(Signature of Declarant)</i>
	)	Name:
_____)	
A Notary Public and a Commissioner)	
for taking Affidavits in and for the)	
Province of British Columbia)	

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

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:										
Property Management Company:				Property Manager Email:				Property Manager Phone Number:										
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)						
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-In/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees		
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$81,048	Yes	\$61,638	\$1,611.19	\$	\$	\$	\$	\$		
			No														\$29,784	Yes
			No														\$7,815	Yes
			No															
1																		
2																		
5																		

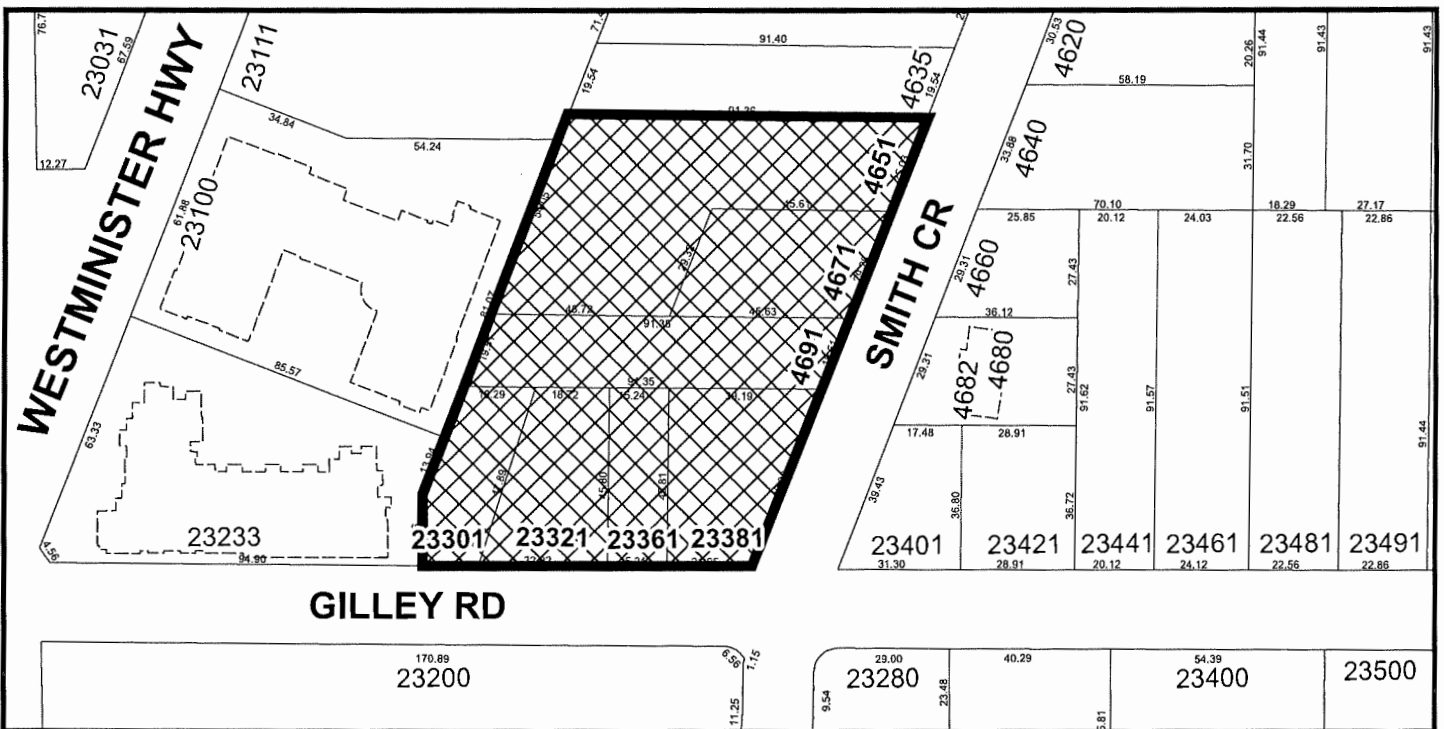
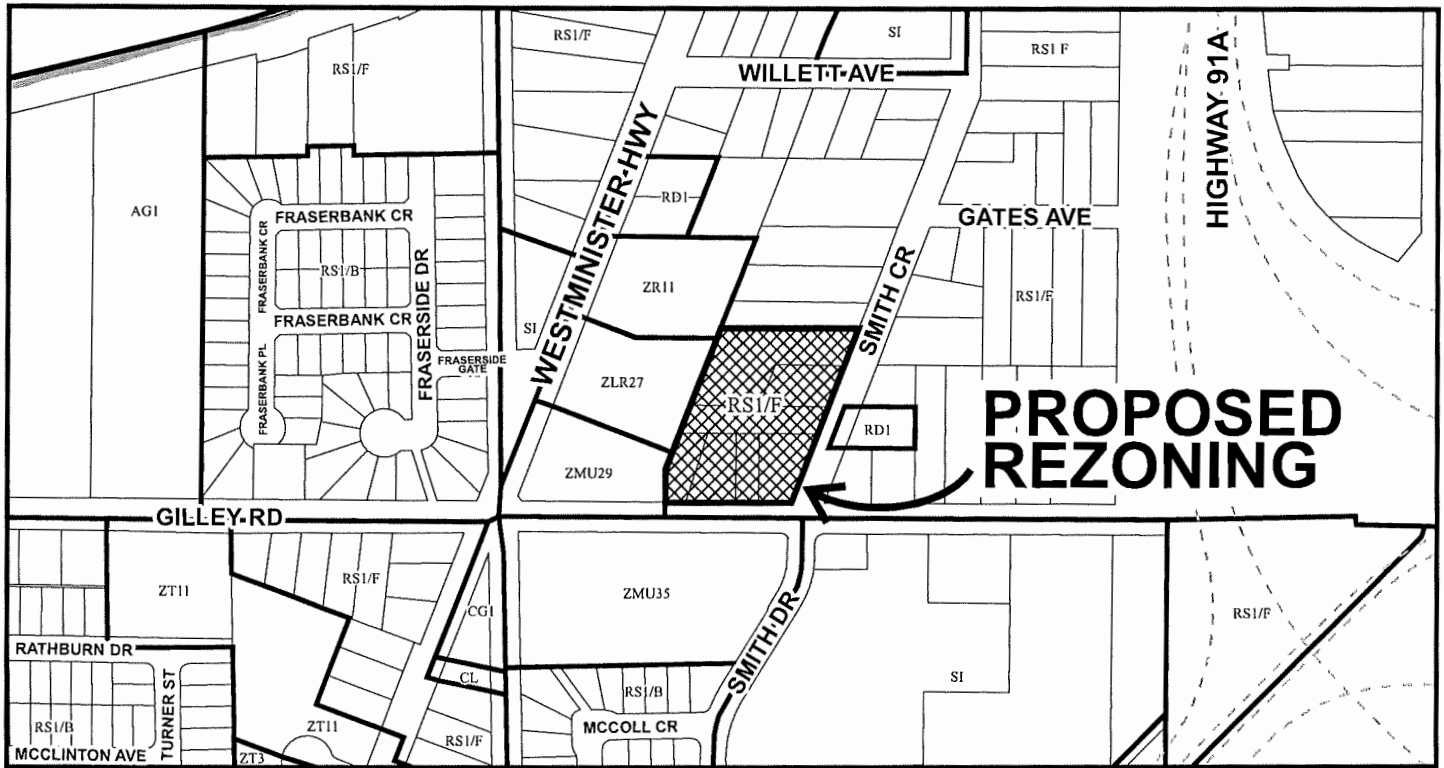
Continue rows as needed.

Housing Agreement (Section 483 *Local Government Act*)
 4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
 Application No. RZ 21-942276 Bylaw 10453
 RZ Consideration # 16

7480955



City of Richmond



RZ 21-942276

CNCL - 210

Original Date: 11/15/21

Revision Date: 11/16/21

Note: Dimensions are in METRES



**Housing Agreement (Affordable Housing)
(10611 and 10751 River Drive) Bylaw No. 10524**

The Council of the City of Richmond enacts as follows:

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

PID: 008-930-601

Lot 133 Fractional Section 23 Block 5 North, Range 6 West New Westminster District Plan 28254

PID: 003-715-868

Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394

2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (10611 and 10751 River Drive) Bylaw No. 10524”**.

FIRST READING

MAY 13 2024

SECOND READING

MAY 13 2024

THIRD READING

MAY 13 2024

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
<i>[Signature]</i>
APPROVED for legality by Solicitor
<i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Bylaw 10524

Schedule A

To **Housing Agreement (Affordable Housing) (10611 and 10751 River Drive)**
Bylaw No. 10524

HOUSING AGREEMENT BETWEEN BAINS PROPERTIES AND CITY OF RICHMOND

AFFORDABLE HOUSING AGREEMENT
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference 3rd day of April, 2024

BETWEEN:

BAINS PROPERTIES (RIVER DRIVE) INC. (Inc. No. BC1329075), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1; and

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP (Registration No. LP0862750), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1

(collectively, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

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Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words have the following meanings:
- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
 - (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
 - (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
 - (d) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
 - (e) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
 - (f) **"City"** means the City of Richmond;
 - (g) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
 - (h) **"Common Amenities"** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
 - (i) **"CPI"** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
 - (j) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 7.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

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Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Community Social Development”** means the City’s Director, Community Social Development in the Planning and Development Division of the City, and his or her designate;
- (n) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate
- (o) **“ Dwelling Unit ”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

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- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means certain lands and premises legally described as follows:
 - (i) Parcel Identifier: 003-715-868, Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394; and
 - (ii) Parcel Identifier: 008-930-601, Lot 133 Fractional Section 23 Block 5 North Range 6 West New Westminster District Plan 28254,as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (x) **“LTO”** means the New Westminster Land Title Office or its successor;
- (y) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw* 7230, as may be amended or replaced;
- (z) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (aa) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (bb) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (cc) **“Permitted Rent”** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;

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- (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
- (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
- (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year up until the year in which an Occupancy Certificate is issued by the City for the Building. Commencing January 1st of the year following the year in which an Occupancy Certificate is issued by the City for the Building, in the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the Residential Tenancy Act, then the increase will be reduced to the maximum amount permitted by the Residential Tenancy Act. Notwithstanding anything to the contrary contained in the Residential Tenancy Act or the Residential Tenancy Regulation, the foregoing cap on the increase to Permitted Rent to that permitted by the Residential Tenancy Act shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (dd) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ee) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ff) “*Residential Tenancy Regulation*” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (gg) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (hh) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ii) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (jj) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

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Affordable Housing Agreement (Section 483 *Local Government Act*)

Address: 10611 and 10751 River Drive

Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

(kk) “Tenant” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

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Affordable Housing Agreement (Section 483 *Local Government Act*)

Address: 10611 and 10751 River Drive

Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

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- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and

{02118323.4}

Affordable Housing Agreement (Section 483 *Local Government Act*)

Address: 10611 and 10751 River Drive

Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

7617545

- (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Affordable Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not subdivide the Affordable Housing Units into individual strata lots. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

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

"By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with

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the City's Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Affordable Housing Unit:

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

3.5 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.5 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this section 3.5.

3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director of Community Social Development of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not

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Subdivide the Lands unless all easements and rights of way are in place to secure such use;

- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

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

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;

- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(p) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(p) [Eligible Tenant] of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

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- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

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**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in section 3.5); or
 - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

- 6.2 Notwithstanding Section 6.1:
- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
 - (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Affordable Housing Units; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the Form C (Release) and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in section 7.5.

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

7.2 No Compensation

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

7.3 Modification

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

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7.4 Management

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

If applicable, the Owner further covenants and agrees that it will vote:

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

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

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

7.5 Indemnity

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

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

7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copies to: City Solicitor and the Director of Community Social Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

[remainder of page intentionally blank]


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

BAINS PROPERTIES (RIVER DRIVE) INC., by its authorized signatory(ies):


Name: Raw Bains
Title: Director

Name:
Title:

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP, by its General Partner **BAINS MANAGEMENT CORP.**, by its authorized signatory(ies):


Name: Raw Bains
Title: Director

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

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Appendix A to Housing Agreement

STATUTORY DECLARATION (Affordable Housing Units)

CANADA) IN THE MATTER OF Unit Nos. _____ - _____) (collectively, the "Affordable Housing Units") located at) _____) (street address), British Columbia, and Housing Agreement) dated _____, 20____ (the "Housing) Agreement") between) _____ and the) City of Richmond (the "City"))

I, _____ (full name), of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

- 1. I am the registered owner (the "Owner") of the Affordable Housing Units; or, I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ___ day of ___, 20___;
3. Continuously since the last Statutory Declaration process: a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

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

... 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_____)

 Name: (Signature of Declarant)

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

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

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.)											
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (P)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants Under 18 years and Under (P)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (P)	Starting Year of Tenancy of Tenancy	Income and Rent			Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
								Before-tax Total Income(s) (P Occupants 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)
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$	\$	\$	\$
1				No				\$27,764	Yes						
2				No				\$7,825	Yes						
3				No											
4															
5															

Continue rows as needed.

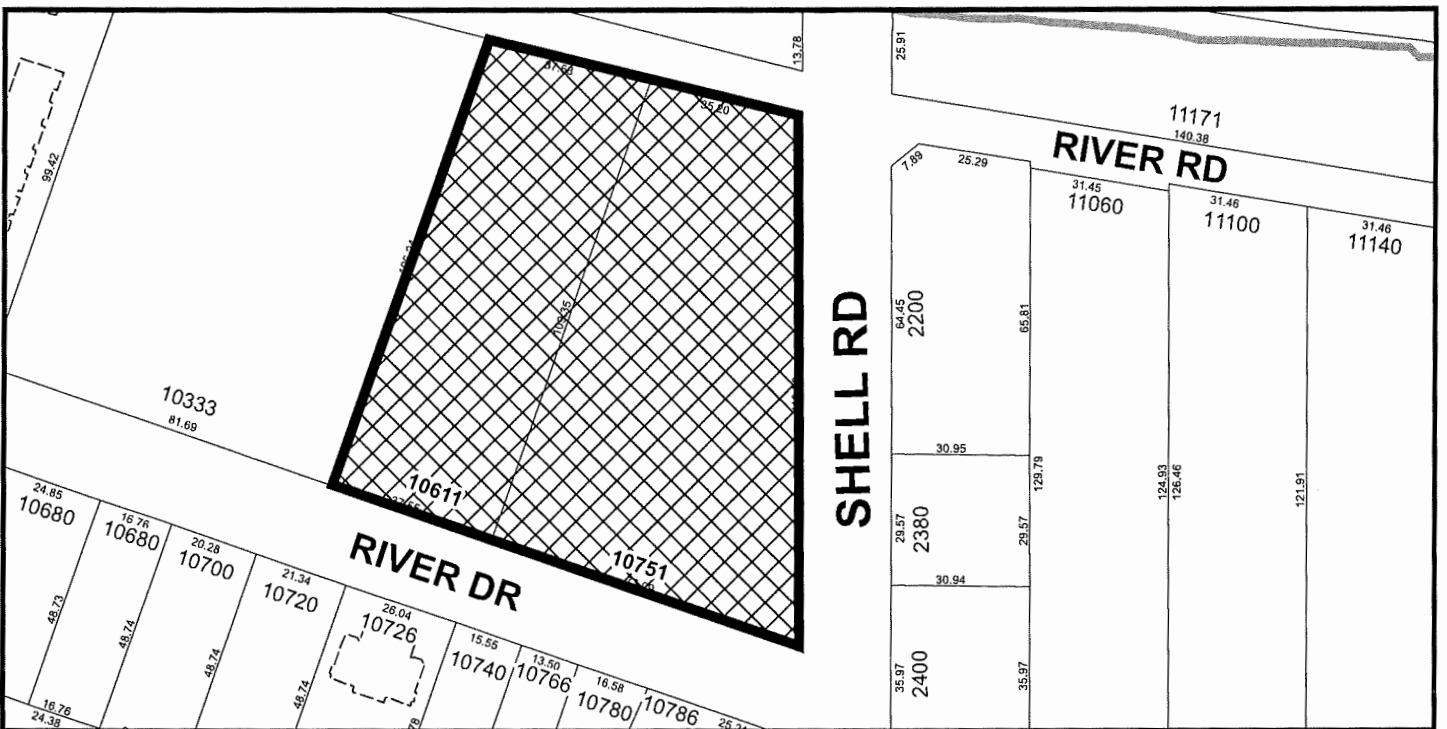
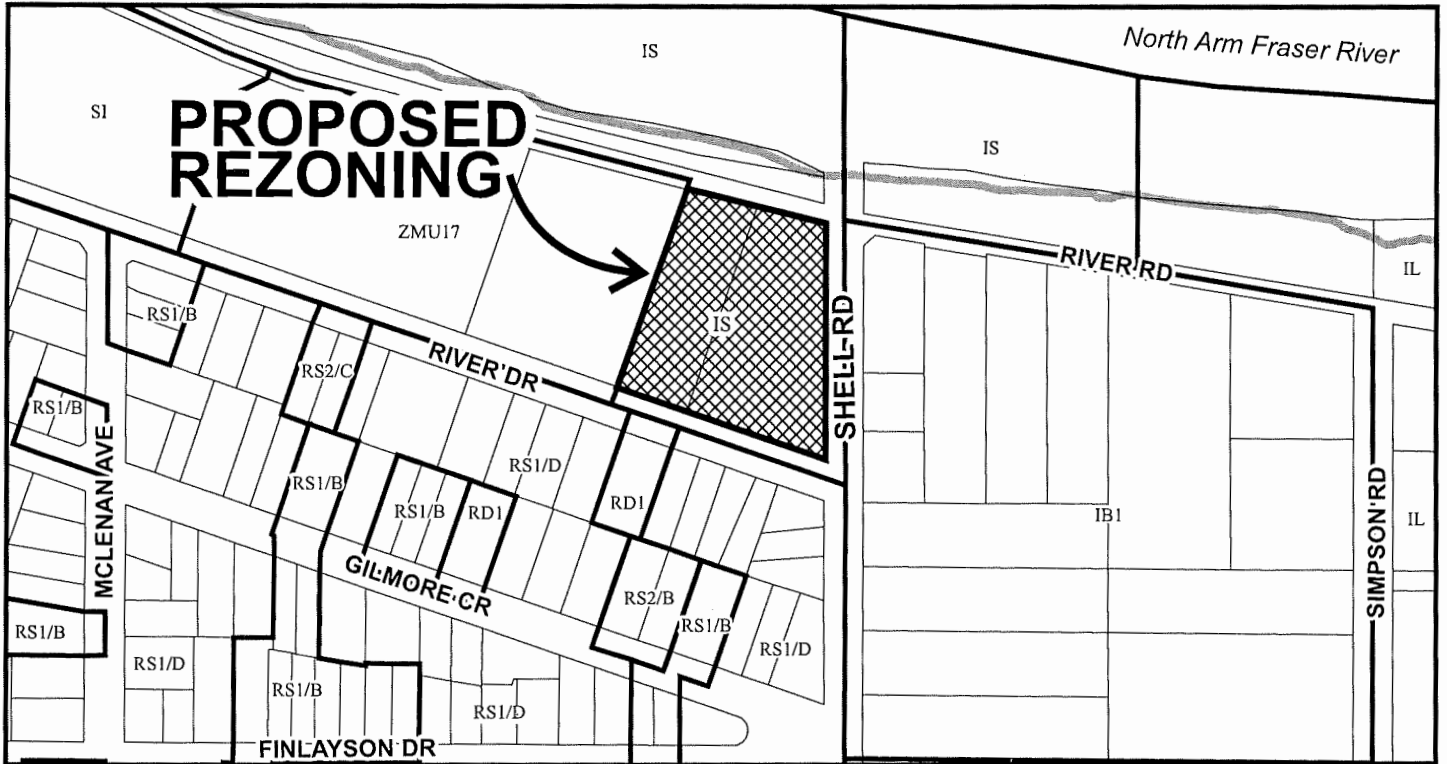
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City of Richmond



RZ 21-941625

CNCL - 236

Original Date: 10/18/21

Revision Date: 03/29/23

Note: Dimensions are in METRES



**Housing Agreement (Market Rental Housing)
(10611 and 10751 River Drive) Bylaw No. 10525**

The Council of the City of Richmond enacts as follows:

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

PID: 008-930-601

Lot 133 Fractional Section 23 Block 5 North, Range 6 West New Westminster District Plan 28254

PID: 003-715-868

Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394

2. This Bylaw is cited as “**Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525**”.

FIRST READING

MAY 13 2024

SECOND READING

MAY 13 2024

THIRD READING

MAY 13 2024

ADOPTED



MAYOR

CORPORATE OFFICER

Bylaw 10525

Schedule A

To **Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive)**
Bylaw No. 10525

HOUSING AGREEMENT BETWEEN BAINS PROPERTIES AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference the 3rd day of April, 2024

AMONG:

BAINS PROPERTIES (RIVER DRIVE) INC. (Inc. No. BC1329075), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1; and

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP (Registration No. LP0862750), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1

(collectively, the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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- (a) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (c) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **“City”** means the City of Richmond;
- (e) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (f) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (g) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) **“Daily Amount”** means \$100.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (i) **“Development”** means the residential development to be constructed on the Lands;
- (j) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **“Director of Development”** means the City’s Director, Development, in the Planning and Development Division of the City, and his or her designate;
- (l) **“ Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

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- (n) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (o) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) **“Lands”** means the lands and premises legally described currently as follows:
 - (i) Parcel Identifier: 003-715-868, Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394; and
 - (ii) Parcel Identifier: 008-930-601, Lot 133 Fractional Section 23 Block 5 North Range 6 West New Westminster District Plan 28254,
 including a Building or a portion of a Building thereon, and any lands into which said lands are Subdivided;
- (r) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **“LTO”** means the New Westminster Land Title Office or its successor;
- (t) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (u) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (v) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (w) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (x) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;

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- (y) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (z) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (aa) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (bb) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (dd) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ee) “**Tenant**” means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

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- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

**ARTICLE 2
USE AND OCCUPANCY OF RENTAL HOUSING UNITS**

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

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determined by the City through the Development Permit approval process for the Lands, or portion thereof;

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

ARTICLE 3 DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, then the following will apply:
 - (a) the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Market Rental

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Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units;

- (b) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one building;
- (c) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.2; and
- (d) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Market Rental Housing Unit:

- (i) the number of occupants of the Market Rental Housing Unit;
- (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
- (iii) the number of occupants of the Market Rental Housing Unit who are Seniors”;

- (b) defines the term “Landlord” as the Owner of the Moderate Income Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement.

3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces on the Lands, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units.
- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable on or before the effective date of termination.

**ARTICLE 4
DEMOLITION OF MARKET RENTAL HOUSING UNIT**

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

and, in each case, a demolition permit for the Market Rental Housing Unit, as applicable, has been issued by the City and the Market Rental Housing Unit, as applicable, has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement

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Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Market Rental Housing Unit, as applicable, in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

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**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities. The City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

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7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental Housing Units.

7.5 Indemnity

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

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

7.6 Release

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

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

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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:

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

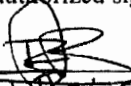
7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]


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

**BAINS PROPERTIES (RIVER DRIVE)
INC.**, by its authorized signatory(ies):


Name: Rav Bains
Title: Director

Name:
Title:

**BAINS PROPERTIES (RIVER POINTE)
LIMITED PARTNERSHIP** by its General
Partner **BAINS MANAGEMENT CORP.**, by
its authorized signatory(ies):


Name: Rav Bains
Title: Director

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

SCHEDULE A to Market Rental Housing Agreement

STATUTORY DECLARATION

CANADA)
PROVINCE OF BRITISH)
COLUMBIA)
TO WIT:)
IN THE MATTER OF Unit Nos. _____ - _____
(collectively, the "Market Rental Housing Units") located at

(street address), British Columbia, and Housing Agreement
dated _____, 20____ (the "Market Rental
Housing Agreement") between
_____ and the
City of Richmond (the "City")

I, _____ (full name),
of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

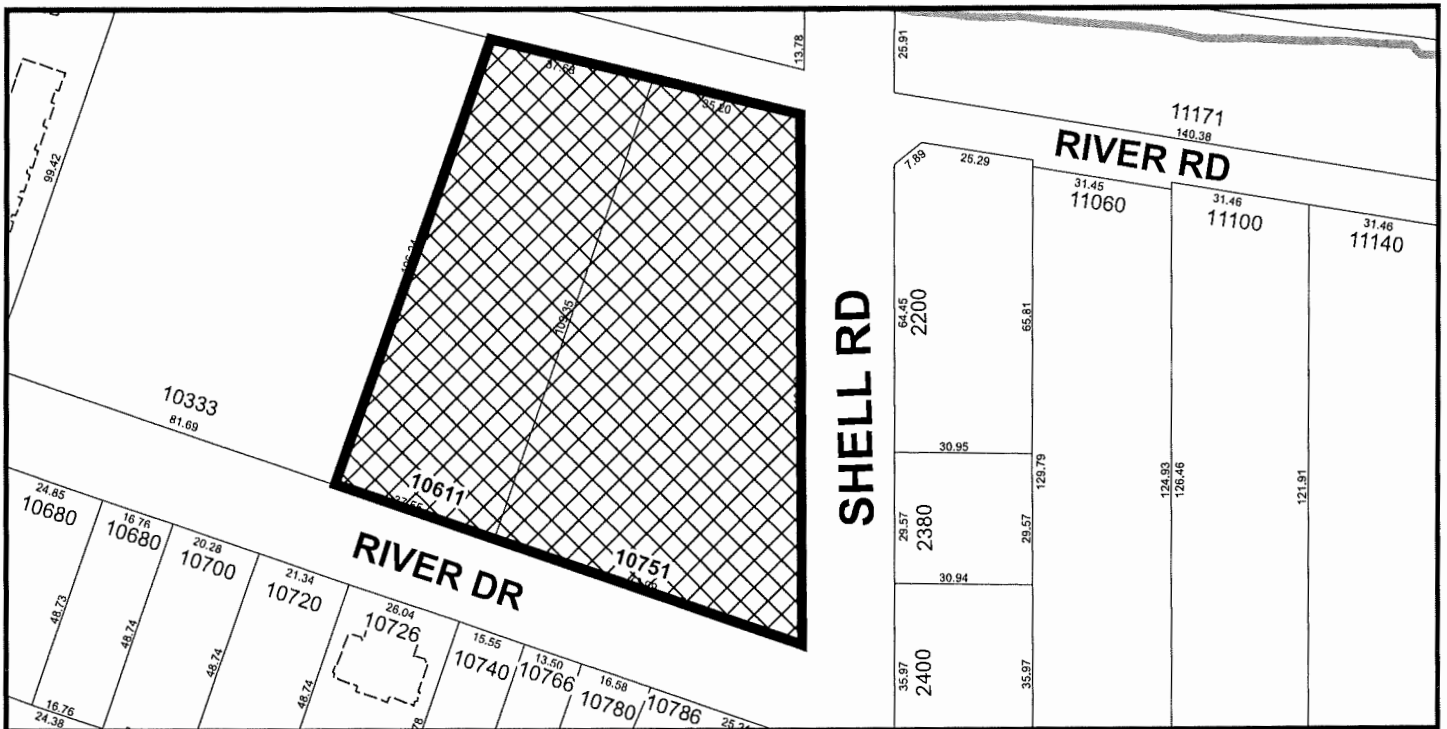
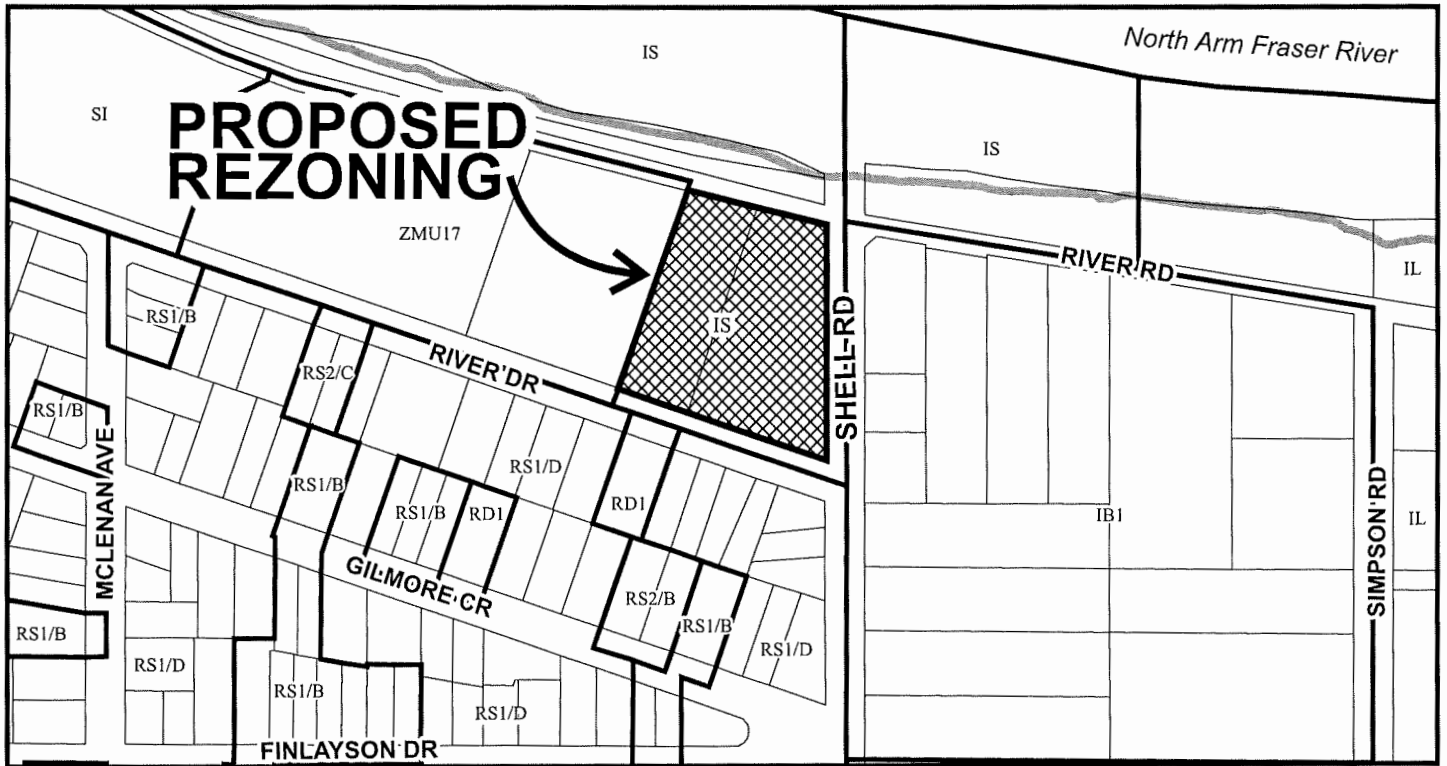
- 1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Units;
3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at the City of
_____, in the Province of British
Columbia, this _____ day of _____,
20____.
A Commissioner for Taking Affidavits in the Province
of British Columbia

DECLARANT



City of Richmond



RZ 21-941625

CNCL - 255

Original Date: 10/18/21

Revision Date: 03/29/23

Note: Dimensions are in METRES



**Development Permit Panel
Wednesday, May 15, 2024**

Time: 3:30 p.m.

Place: Remote (Zoom) Meeting

Present: Wayne Craig, General Manager, Planning and Development, Chair
Cecilia Achiam, General Manager, Community Safety
Marie Fenwick, Director, Arts, Culture and Heritage

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 24, 2024 be adopted.

CARRIED

**1. DEVELOPMENT PERMIT 21-945917
(REDMS No. 7658413)**

APPLICANT: Arno Matis Architecture

PROPERTY LOCATION: 6851 and 6871 Elmbridge Way

Development Permit Panel

Wednesday, May 15, 2024

INTENT OF PERMIT:

1. Permit the construction of 376 residential units, hotel and accompanying commercial uses in a high-rise mixed use development containing three 15 storey towers at 6851 and 6871 Elmbridge Way on a site zoned “High-Density Mixed Use (ZMU52) – Oval Village (City Centre)”; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
 - (a) reduce the minimum road setback of 3.0 m along River Road to 0.25 m to allow a projection on a small portion of the development’s podium (Levels 3 to 6) for components of the building and residential balcony units; and
 - (b) not require a large size on-site loading space in the proposed development.

Applicant’s Comments

Arno Matis, Arno Matis Architecture, 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 consists of three 15-storey towers for hotel, residential and commercial uses;
- a total of 376 residential units are proposed, including 341 market residential units and 35 low-end-of-market (LEMR) housing units, 22 of which are two- to three-bedroom units;
- 38 Basic Universal Housing (BUH) units will be provided and 11 hotel units are proposed for hearing-impaired hotel guests;
- a total of 682 parking stalls are provided on-site, including 52 parking stalls reserved for special events use at the neighbouring Richmond Olympic Oval facility;
- four at grade public plazas are located in all four corners of the site and additional public plazas are located at mid-block;
- the existing lane between the subject development and Ora mixed-use development to the east will be widened;
- a new west road will be constructed along the west property line of the subject site;
- the architectural design of the proposed three towers was inspired by the City’s natural landscape;
- the siting of the three towers considered the existing location of neighbouring towers as well as the Richmond Olympic Oval to maximize views and minimize shadowing;
- the primary vehicle access to the parkade for residents and hotel guests is located mid-block of the new west road;

Development Permit Panel

Wednesday, May 15, 2024

- a secondary vehicle access for hotel and on-site employees only is proposed off the existing lane to the east which will be widened;
- extensive wayfinding signage will be installed to minimize traffic along the lane;
- a comprehensive package of Transportation Demand Management (TDM) measures is proposed to reduce vehicle ownership in the proposed development;
- the project will comply with Step 2 of the BC Energy Step Code and will be connected to a City District Energy Utility (DEU) facility;
- extensive sustainability measures are proposed to enhance energy efficiency in the proposed development;
- accessibility routes are provided for accessible pedestrian circulation at grade and in the common outdoor amenity area on level 6;
- exclusive as well as shared indoor and outdoor amenity spaces for residents and hotel guests are provided; and
- proposed building and exterior cladding materials include, among others, glass and concrete.

Jeffrey Staates, PFS Studio, with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) the overall landscape design is consistent with the river-inspired theme of the architectural design of the buildings, (ii) ground level hard and soft landscaping include the use of banding for surface paving treatment and planting around the bands, (iii) the proposed outdoor amenity area on level 6 of the project podium includes, among others, layered planting, small and medium-sized trees, seating, multi-purpose lawn, outdoor pool, and small decks overlooking the street below, (iv) a terrace is provided at the south end on level 8 of the hotel (east) building, (v) on level 9, terraces and green roof are proposed for the hotel building and the principal children's play area for the residential use is proposed to be located in the courtyard area between the two residential towers, and (vi) a series of patios with stair access and small planting strips are proposed on the rooftop of residential towers.

Development Permit Panel

Wednesday, May 15, 2024

Staff Comments

Suzanne Smith, Program Manager, Development, noted that (i) there is a Servicing Agreement associated with the project which includes, among others, frontage works, a new west road along the western edge of the site that will connect Elmbridge Way and River Drive, and widening of the existing lane to the east and related works, (ii) 52 parking stalls will be allocated to Richmond Olympic Oval for use during special events and can be used by the public at other times, (iii) an interim asphalt walkway will be installed on the south side of River Road to connect the subject site to Oval Way and provide an additional pedestrian route to access the Richmond Olympic Oval facility, (iv) the project includes a comprehensive package of Transportation Demand Management (TDM) measures secured through the rezoning process, (v) the project has been designed to comply with Step 2 of the BC Energy Step Code and will be connected to the City Centre District Energy Utility (DEU) for space and domestic hot water heating and cooling through an on-site low carbon energy system, and (vi) six on-site trees were identified for removal at the time of rezoning and 83 trees are proposed to be planted on-site which exceed the City's Official Community Plan requirements.

In addition, Ms. Smith stated that there are two proposed variances associated with the project, noting that (i) the proposed variance on the minimum road setback along River Road applies only to one small corner portion of the development's podium on levels 3 to 6 which will not impact the pedestrian streetscape at-grade and will enable the units at this corner portion to achieve adequate private outdoor amenity space, and (ii) the proposed variance to not require a large size on-site loading space in the development is supported by staff as it was determined at rezoning that a medium size loading space is sufficient for the proposed uses in the development.

In closing, Ms. Smith noted that a public art contribution in the amount of approximately \$330,000 will be provided by the applicant and a Public Art Plan is required for the project which will be brought forward for Council approval prior to the issuance of a Building Permit.

Panel Discussion

In reply to queries from the Panel, the applicant noted that (i) a digital model was used in a previous presentation of the project to illustrate the project's site layout and building massing which could be made available to the Panel, (ii) there will be a comprehensive signage strategy around the perimeter of the site that will be developed and implemented to assist in wayfinding, (iii) the adjacent Ora mixed-use development to the east of the subject site has two vehicle access points from the existing lane to their below grade and above grade parking system, and (iv) the subject development's secondary vehicle access from the lane is located directly across from Ora's below grade parkade entrance for safety and visibility reasons.

Development Permit Panel

Wednesday, May 15, 2024

With regard to the query on parking and traffic management to mitigate and manage traffic in the area during construction, the Chair advised that a Construction Parking and Traffic Management Plan is required should the application move forward to Building Permit stage.

In reply to further queries from the Panel, the applicant noted that (i) the owner has engaged the services of a public art consultant and they are currently in the process of selecting an artist for the project's public art; however, no specific choice of public art and their location in the subject site have been determined, and (ii) the applicant has incorporated noise mitigation measures in the building design to comply with the City's noise mitigation standards.

In reply to further queries from the Panel, the applicant confirmed that (i) portions of the green roof on the ninth floor of the hotel building where there are no public access there is an intensive green roof component, (ii) the applicant will look into the impact of the use of banding and contrast in colours for at grade paving treatment on visually impaired persons and will address the connection of the public walkways to the pedestrian entrances of buildings, (iii) the street-fronting commercial units can be accessed from at grade parking level 1 (P1) through the pedestrian circulation zone along the ramp and out to the new west road walkway, and (iv) the parking stalls allocated to the Richmond Olympic Oval for use during special events are located in parking levels P1 and P2 which can be accessed from the new west road.

The Chair advised the applicant to review the proposed ground level paving treatment in order to assist the on-site circulation of visually impaired persons and provide an efficient and accessible connection from the sidewalks/pathways to the building entries prior to the project moving forward to Council for consideration.

Correspondence

Luo Yilei (Elaine Luo), 3600 Broadway St. ([Schedule 2](#))

Staff noted that Ms. Luo's email indicated she has no concerns and comments regarding the proposal.

Gallery Comments

None.

Panel Discussion

The Panel expressed support for the project, noting that (i) it nicely complements the Richmond Olympic Oval, (ii) it is carefully designed and well thought out, and (iii) it is a good addition to the area.

Development Permit Panel

Wednesday, May 15, 2024

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

1. *permit the construction of 376 residential units, hotel and accompanying commercial uses in a high-rise mixed use development containing three 15 storey towers at 6851 and 6871 Elmbridge Way on a site zoned “High-Density Mixed Use (ZMU52) – Oval Village (City Centre)”;* and
2. *vary the provisions of Richmond Zoning Bylaw 8500 to:*
 - (a) *reduce the minimum road setback of 3.0 m along River Road to 0.25 m to allow a projection on a small portion of the development’s podium (Levels 3 to 6) for components of the building and residential balcony units; and*
 - (b) *not require a large size on-site loading space in the proposed development.*

CARRIED

2. DEVELOPMENT PERMIT 22-008932

(REDMS No. 7540972)

APPLICANT: Kenneth Kim (Kenneth Kim Architecture Inc.)

PROPERTY LOCATION: 6500 Cooney Road

INTENT OF PERMIT:

Permit the construction of six townhouse units over a common parking structure at 6500 Cooney Road on a site zoned “Parking Structure Town Housing (ZT93) - Brighthouse (City Centre)”.

Applicant’s Comments

Cavan KaiYue Liao, Kenneth Kim Architecture Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 3), provided background information on the proposed development, highlighting the following:

- the project includes a three-storey building with six townhouse units over a single level parking structure at grade;
- the building height is consistent with neighbouring three-storey townhouse buildings;
- a north-south lane is proposed along the east property line of the subject site that will provide access to the parkade from Cook Road;
- a total of 10 parking stalls will be provided on-site;
- the common outdoor amenity space and shared facilities are located along Cooney Road and an accessible pathway will be provided to enhance on-site accessibility;

6.

Development Permit Panel

Wednesday, May 15, 2024

- the proposed townhouse units will be located fronting Cook Road;
- the project provides one convertible unit;
- non-combustible exterior cladding materials are proposed;
- a variety of private outdoor spaces are provided for each townhouse unit; and
- the single slope roof of the building is a distinctive design feature of the project.

Fred Liu, Fred Liu and Associates Inc., with the aid of the same visual presentation, briefed the Panel on the proposed landscaping for the project, noting that (i) two significant elm trees along Cook Road will be retained and protected, (ii) adjustments to landscape design have been made to ensure the protection of the two retained trees, (iii) four conifer trees are proposed to be planted on-site as replacements trees, (iv) coniferous shrubs will be planted in between individual patios to provide privacy, (v) layered planting is proposed to provide separation between the sidewalk and the patios along Cook Road, (vi) a small playhouse and natural logs will be installed in the children's play area, (vii) a bench is provided in the west side yard that could be used by parents to supervise children in the children's play area, (viii) two street trees are proposed to be planted, and (ix) climbing vines will be planted to soften the appearance of the fence along the north property line of the subject site.

Staff Comments

Ms. Smith noted that (i) there is a Servicing Agreement associated with the project which includes, among others, utility upgrades and frontage improvements along Cooney Road and Cook Road frontages, intersection improvements, and construction of a new north-south lane along the east property line which will be widened through future development to the east and provide future connection from Cook Road to Spires Gate, (ii) all of the proposed units will incorporate aging-in-place features, (iii) the development will provide one convertible unit, (iv) the development will comply with Step 3 of the BC Energy Step Code, (v) the proposed ten parking stalls will be provided with Level 2 electric vehicle (EV) charging, (vi) six trees are proposed to be planted on-site for the three on-site trees identified for removal at rezoning and a voluntary cash-in-lieu contribution to the City's Tree Compensation Fund will be provided by the applicant for the additional four trees that the applicant had originally committed to provide at rezoning stage but could not be accommodated on-site due to installation of required utilities on-site, and (vii) significant efforts were made to retain and protect two City trees along Cook Road including adjusting the design of the Cook Road sidewalk to ensure the retention and protection of the two City trees.

Development Permit Panel

Wednesday, May 15, 2024

Panel Discussion

In reply to queries from the Panel, the applicant noted that (i) the proposed design of the development's parkade does not include an entrance gate as recommended by the City's Transportation Department, (ii) the applicant will consider installing a gate for the parkade entrance should it be required for security reasons; however, the significant width and height of the parkade entrance would need to be considered, (iii) Crime Prevention Through Environmental Design (CPTED) measures have been incorporated in the design of the parkade including using bright paint and installing appropriate lighting, (iv) there will be no privacy concerns for the adjacent development to the east as the proposed north-south lane along the east property line of the subject site will provide more than adequate separation between the proposed development and the adjacent development to the east which also have an existing lane adjacent to the proposed lane of the subject site, and (v) to address potential privacy concerns of the adjacent development to the north, the building height of the proposed development has been lowered to match the height of the adjacent development to the north and a five-foot fence will be installed along the north property line of the subject development.

In addition, the Chair advised that a comprehensive Construction Parking and Traffic Management Plan will be required as a condition for Building Permit issuance should the application move forward to this stage.

The Panel then directed staff to work with the applicant to investigate opportunities to install an entrance gate for the parkade to address CPTED concerns prior to the application moving forward to Council for consideration.

Correspondence

None.

Gallery Comments

None.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of six townhouse units over a common parking structure at 6500 Cooney Road on a site zoned "Parking Structure Town Housing (ZT93) - Brighthouse (City Centre)".

CARRIED

Development Permit Panel

Wednesday, May 15, 2024

3. **DEVELOPMENT PERMIT 23-034544** (REDMS No. 7643815)

APPLICANT: Maskeen (Hamilton) Properties Corp.

PROPERTY LOCATION: 4651, 4671, 4691 Smith Crescent and 23301, 23321, 23361, 23381 Gilley Road

INTENT OF PERMIT:

Permit the construction of a mixed-use mid-rise development comprising commercial space, City-owned community amenity space and 186 residential units, including 19 low-end-of-market (LEMR) units at 4651, 4671, 4691 Smith Crescent and 23301, 23321, 23361, 23381 Gilley Road on a site zoned "Residential/Limited Commercial (ZMU53) - Neighbourhood Village Centre (Hamilton)".

Applicant's Comments

Sameh Guindi, Ionic Architecture Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 4), provided background information on the proposed development, highlighting the following:

- the project consists of one four-storey apartment building, one five-storey mixed-use building and a two-storey amenity building;
- the existing public strollway along the western edge of the site will be widened;
- the developer will design and construct a Community Policing Office with turnkey finish which will be transferred to the City;
- surface parking for visitors as well as for the two reserved parking stalls for the Community Policing Office will be provided on the podium level central courtyard;
- a green roof will be installed on top of the two-storey amenity building and an elevator will be provided to provide accessibility; and
- proposed landscaping along Smith Crescent include tiered planters to provide screening to the parkade wall.

Ben Aldaba, PMG Landscape Architects, with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) landscaping along the Smith Crescent and Garripie Avenue frontages includes tiered planters and planting at grade to help screen the parkade wall, (ii) vertical landscape screening is proposed along Gilley Road to screen the tapered retaining wall, (iii) the large central courtyard on the podium level includes multiple uses for residents including among others, open play turf and lawn areas, children's play area, seating areas, and gathering spaces, (iv) the proposed landscaping in the central courtyard has been designed to integrate with the amenity building, (v) bollard lighting is provided throughout the courtyard to enhance security and assist in wayfinding, (vi) street lighting will be installed along the three road frontages, and (vii) permeable pavers are proposed for visitor parking stalls in the central courtyard.

Development Permit Panel

Wednesday, May 15, 2024

Staff Comments

Joshua Reis, Program Manager, Development, noted that (i) the project is required to provide a City-owned Community Policing Office with a turnkey level of finish, (ii) the project will provide 19 low-end-of-market (LEMR) residential units, 17 of which consist of two- to three-bedroom units, (iii) the publicly accessible areas on the site include the extension of the public plaza and the north-south public strollway along the west property line, (iv) there is a comprehensive Servicing Agreement associated with the project as a condition of rezoning adoption including, among others, the extension of Garripie Avenue, widening of Smith Crescent, the public plaza and the public strollway along the west property line, frontage improvements, and service utility connections, (v) there is a cash-in-lieu contribution towards the Hamilton Area Sanitary Pump Station, (vi) the project provides a comprehensive package of TDM measures, and (vii) staff have coordinated with the applicant who has committed to work with owners of adjacent properties, developers and the neighbouring school and provide information regarding construction traffic management plans and schedules for the proposed development.

Panel Discussion

In reply to queries from the Panel, the applicant noted that (i) the podium level central courtyard which includes, among others, the common outdoor amenity space is publicly accessible and is not fenced, (ii) the amenity building is not publicly accessible, and (iii) the amenity building provides indoor amenity spaces for all residents including, among others, activity rooms, accessible washroom, bicycle room and access to the green roof area.

In reply to a further query from the Panel, the applicant reviewed the building elevations of the proposed development, noting that (i) majority of commercial units have a large frontage and are clad with clear glazing and aluminum panels above for installation of signage, (ii) the proposed exterior cladding materials for the residential buildings include, among others, glazing, fibre cement panel, metal panel, and stone cladding materials, (iii) identical exterior cladding materials and colours are proposed for the two residential buildings, and (iv) there is variation in exterior cladding treatment for the amenity building from the two residential buildings to provide more visual interest.

In reply to a query from the Panel, staff confirmed that the public strollway and Garripie Avenue extension will be designed through the Servicing Agreement that is required as a condition of rezoning adoption.

Gallery Comments

None.

Development Permit Panel
Wednesday, May 15, 2024

Correspondence

None.

Panel Discussion

Staff were directed by the Panel to work with the applicant to review the design of the podium level central courtyard taking into consideration measures to ensure that the resident's amenity areas are appropriately secured from general public access.

It was moved and seconded

That a Development Permit be issued which would permit the construction of a mixed-use mid-rise development comprising commercial space, City-owned community amenity space and 186 residential units, including 19 low-end-of-market (LEMR) units at 4651, 4671, 4691 Smith Crescent and 23301, 23321, 23361, 23381 Gilley Road on a site zoned "Residential/Limited Commercial (ZMU53) - Neighbourhood Village Centre (Hamilton)".

CARRIED

4. New Business

None.

5. Date of Next Meeting: May 29, 2024

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:14 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, May 15, 2024.

Wayne Craig
Chair

Rustico Agawin
Committee Clerk

6851 - 6871 ELMBRIDGE WAY

DP BOARD PANEL PRESENTATION

PROJECT TIMELINE:

DATED AUG 16TH 2017 (UNDER PREVIOUS OWNERSHIP)

LANDA ACQUIRES PROJECT: JAN 2020.

REZONING AMENDMENT SUBMISSION: JUNE 3, 2021

SITE AREA: 148,887 SF (AFTER DEDICATIONS)

HEIGHT: 15 STOREYS (47M)

GROSS FLOOR AREA: 781,041 SF

FAR: 3.05 (INCLUDE AMENITY)



PUBLIC BENEFITS



\$6 MILLION CONTRIBUTION TOWARD COMMUNITY AMENITIES
(LARGEST IN RICHMOND HISTORY)



35 AFFORDABLE HOUSING UNITS
38 BASIC UNIVERSAL HOUSING UNITS (ACCESSIBLE)
(32 AFFORDABLE AND 6 MARKET)
11 HEARING-IMPARED HOTEL UNITS



52 PARKING STALLS FOR THE OLYMPIC OVAL;



4 PUBLIC PLAZAS AT GRADE;



A NEW NORTH-WEST CONNECTOR ROAD;



214 NEW HOTEL ROOMS TO PROVIDE:
105 HOTEL JOBS + 62 RETAIL JOBS TO BE CREATED*;

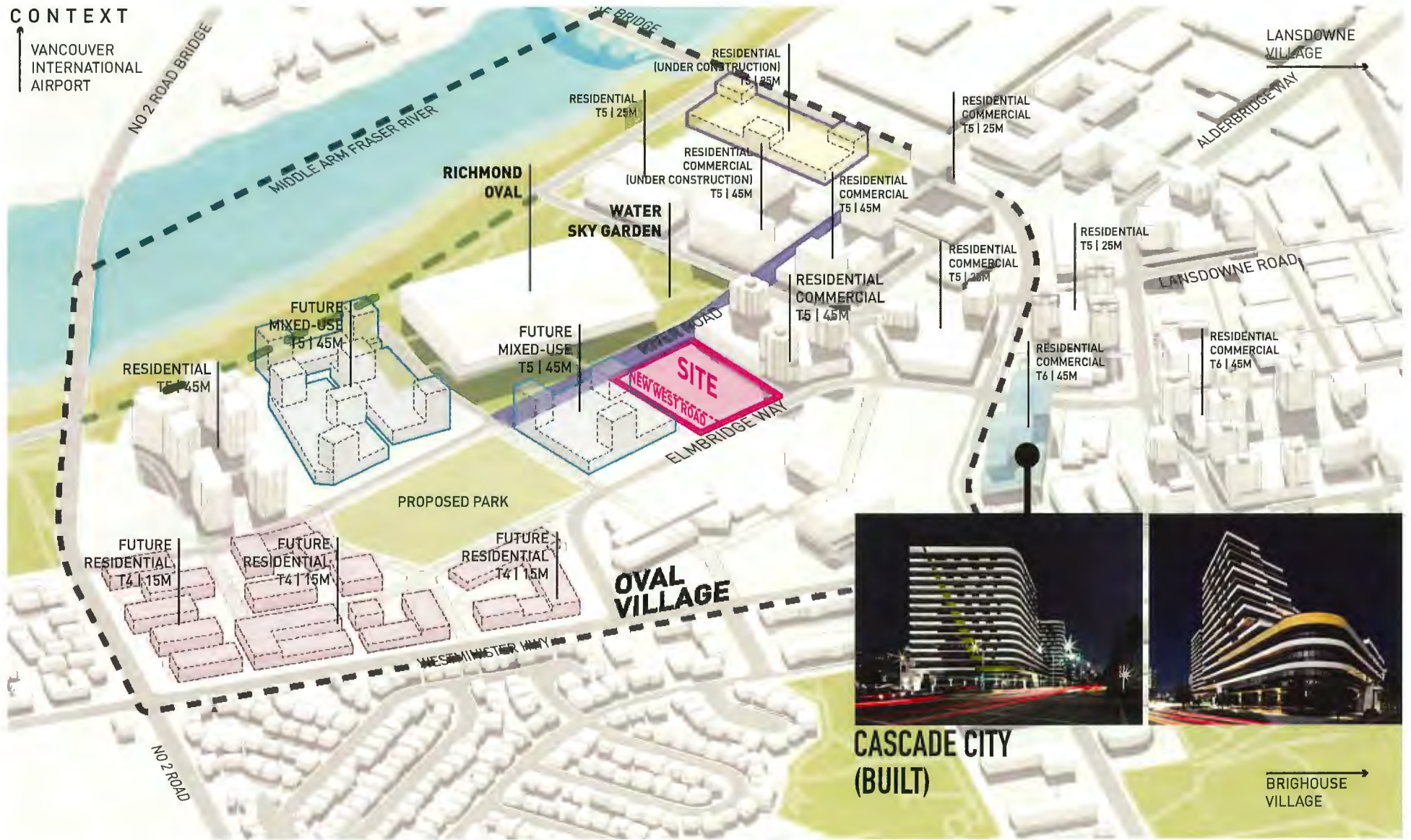


SUSTAINABLY-BUILT LOW-EMISSIONS BUILDING
CONNECTED TO OVAL VILLAGE DISTRICT ENERGY UTILITY;

*CALCULATIONS BASED ON: EMPLOYMENT DENSITIES: A FULL GUIDE; ARUP ECONOMICS + PLANNING / EMPLOYMENT DENSITY DRIVERS JONAS DELOITTE.

CONTEXT

VANCOUVER INTERNATIONAL AIRPORT



LANSDOWNE VILLAGE

ALDERBRIDGE WAY

RICHMOND OVAL

WATER SKY GARDEN

FUTURE MIXED-USE T5 | 45M

FUTURE MIXED-USE T5 | 45M

NEW WEST ROAD

ELMBRIDGE WAY

PROPOSED PARK

OVAL VILLAGE

WESTMINSTER WAY

NO 2 ROAD



CASCADE CITY (BUILT)

BRIGHOUSE VILLAGE

MODELED AS PER CITY CENTRE AREA OVAL VILLAGE SPECIAL LAND USE MAP

CONCEPT



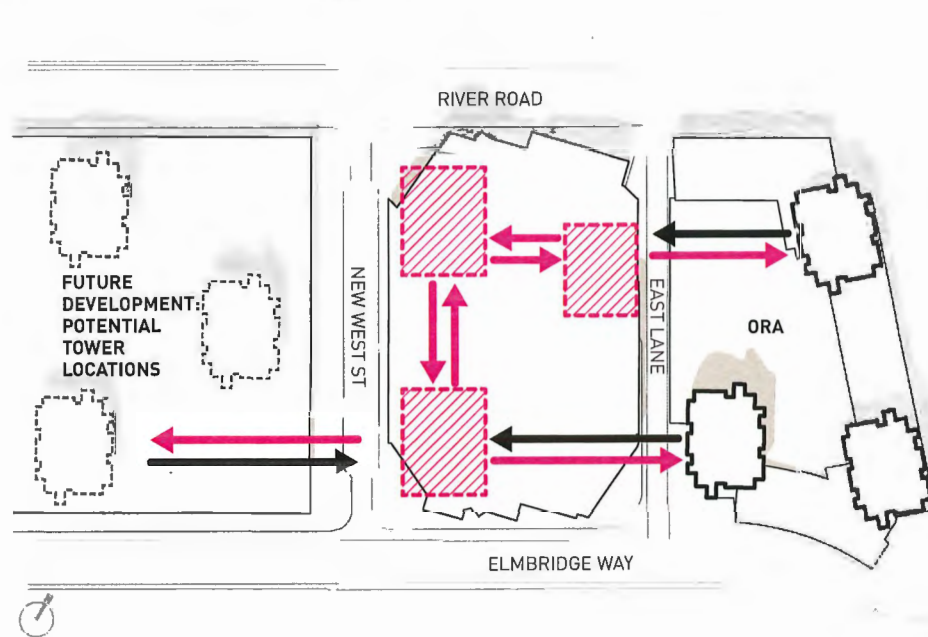
RIPPLED SAND PATTERNS FOUND IN TIDAL FLATS OF THE RIVER DELTA



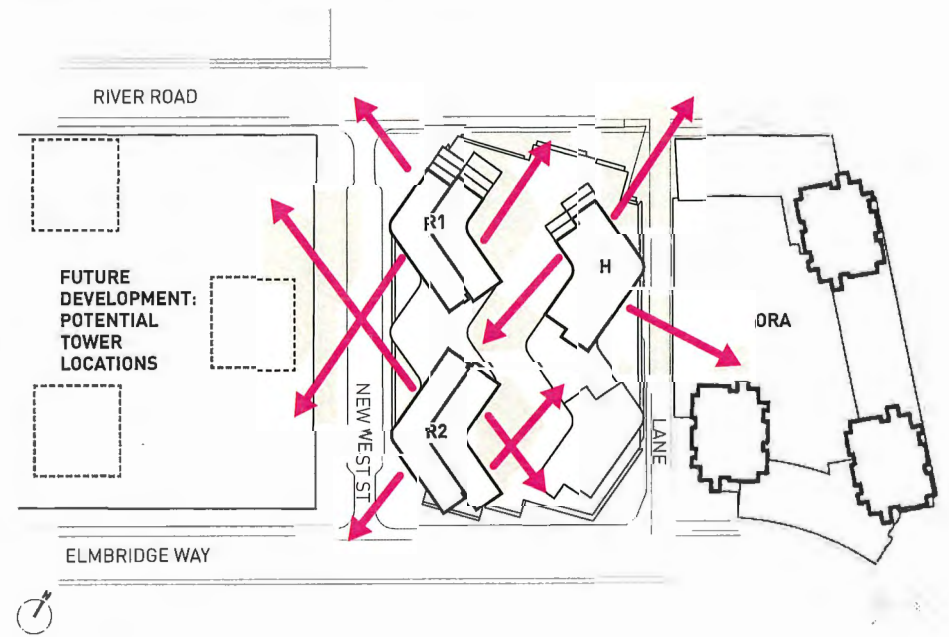
UNDULATING TOPOGRAPHICAL FORM

TOWER LOCATION AND ORIENTATION

*SQUARED TOWER FORM: RESULTS IN INCREASED OVERLOOK.
LACK OF PRIVACY FOR RESIDENTS*

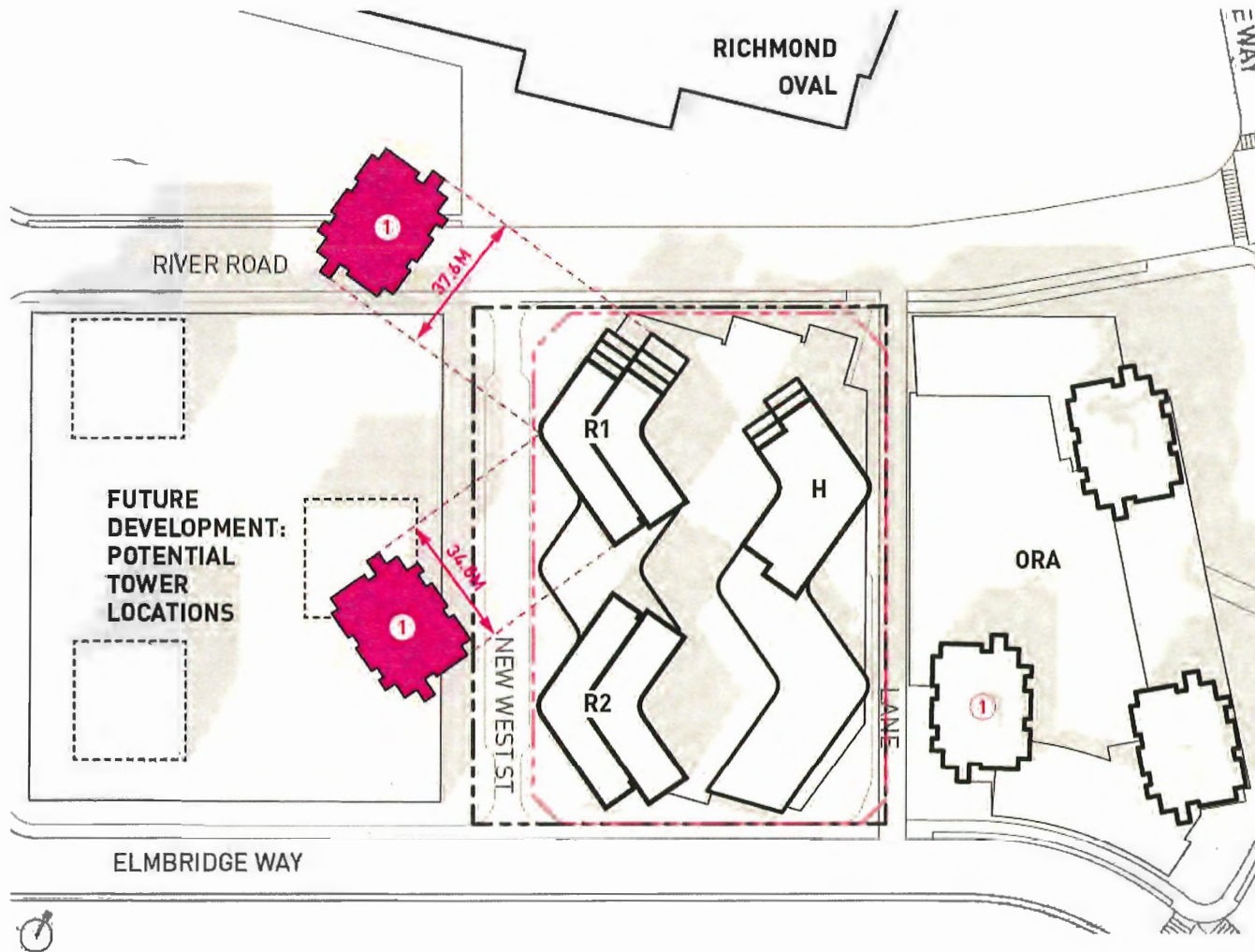


*BENT-SLAB TOWER FORM REDUCES OVERLOOK,
INCREASED PRIVACY FOR RESIDENTS*



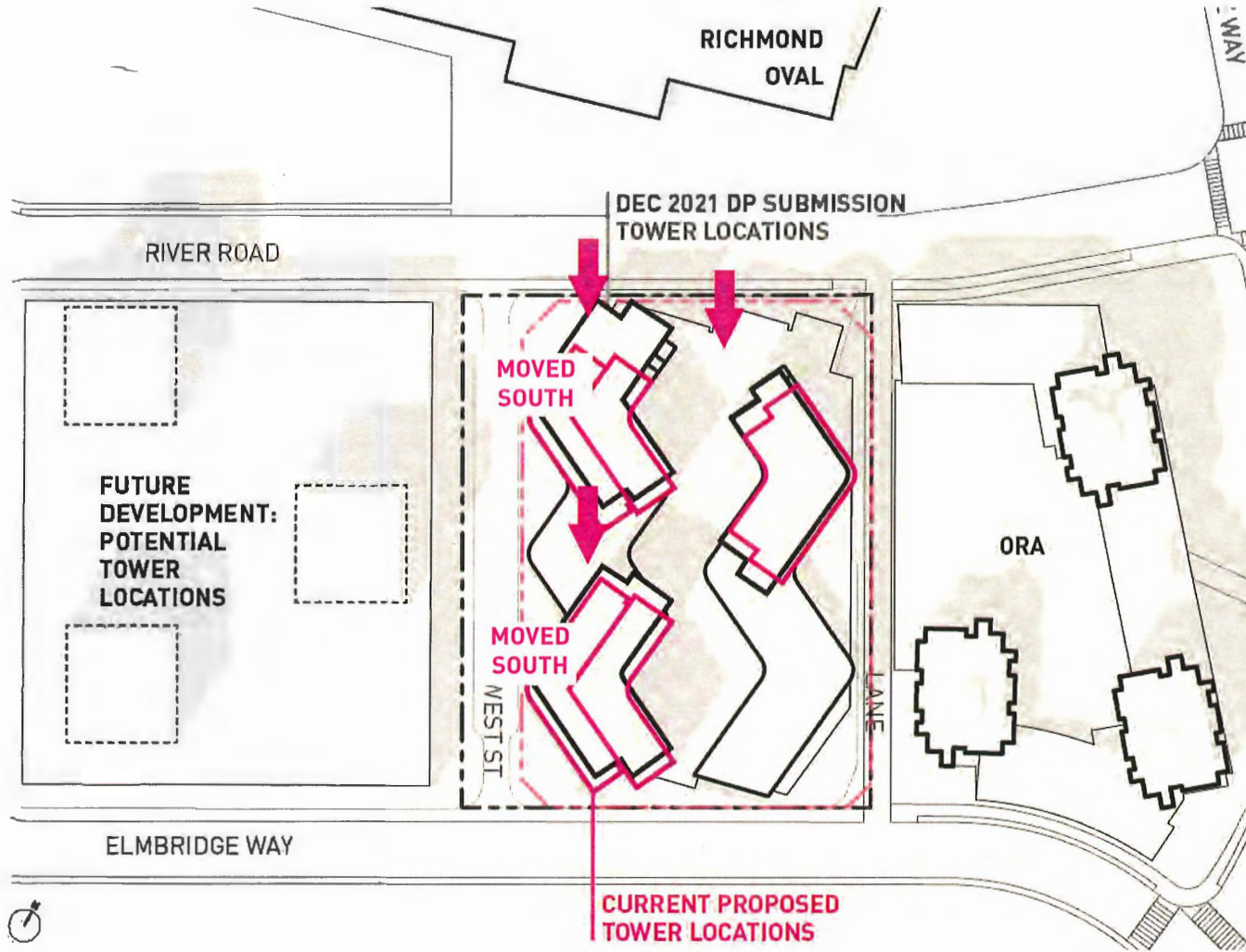
TOWER LOCATION AND ORIENTATION

BENT-SLAB BLOCK MASSING DIMENSIONALLY SIMILAR TO STANDARD RICHMOND FLOORPLATE:



TOWER LOCATION

PROPOSED TOWER LOCATIONS ARE STEPPED AND SHIFTED SOUTH TO REDUCE SHADOWING



PROGRAM

PROGRAM	UNITS
AFFORDABLE UNITS	35 (32 BUH)
AFFORDABLE FAMILY UNITS	22 (62%)

MARKET RESIDENTIAL	341 (6 BUH)
MARKET FAMILY HOUSING	161 (42%)

TOTAL BUH UNITS	38 (MARKET AND AFFORDABLE)
-----------------	----------------------------

HOTEL ROOMS TOTAL	214
ACCESSIBLE HOTEL ROOMS	6
HEARING IMPAIRED ROOMS	11

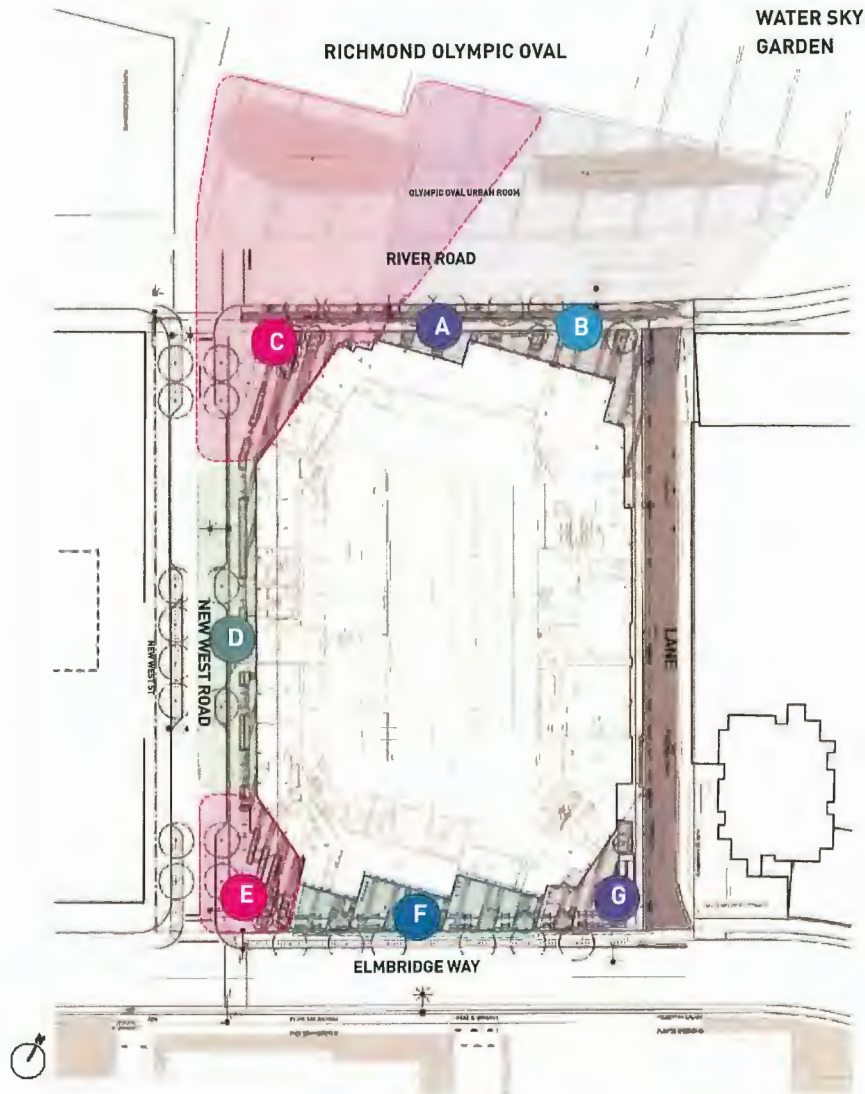
PARKING	STALLS
RESIDENTIAL (INCLUDES AH)	350
OVAL	52
MIXED (CRU/OFFICE/HOTEL/RESI VISITOR)	273
CAR SHARE/CARPOOL	7
TOTAL CAR STALLS	682
TOTAL BIKE PARKING	782 (INCL. SHORT-TERM BIKE PARKING)
LOADING	6 SM, 5 MID (INCL. 1 FOR HOTEL SHUTTLE BUS), 1 LARGE

AREAS:	SF:
COMMERCIAL	15,538 SF
HOTEL	139,573 SF
AFFORDABLE HOUSING	29,784 SF
RESIDENTIAL	291,625 SF
RES AMENITY	8,105 SF



PUBLIC PLAZA

PROJECT FEATURES PLAZAS RANGING IN SIZE FROM 2350-4200 SQFT



A HOTEL-CAFE/RESTAURANT + URBAN ROOM



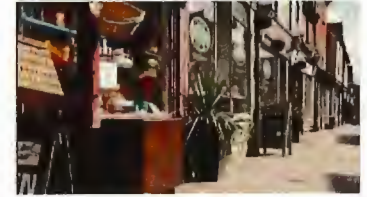
B NORTH 'LIGHT' PLAZA



C WINTER SPORTS LEGACY PLAZA



D SMALL BUSINESS RETAIL PROMENADE



E BOTANICAL PLAZA



F SUN-ORIENTED SOUTHERN WALKWAY & BOUTIQUE RETAIL EDGE



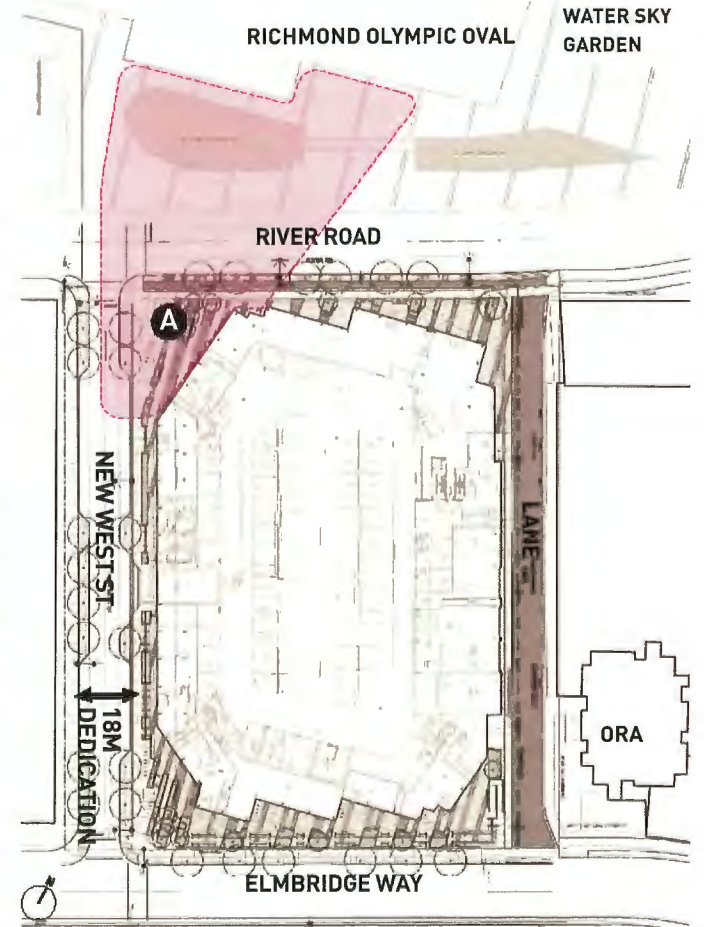
G SUN-ORIENTED PLAZA



PUBLIC PLAZAS



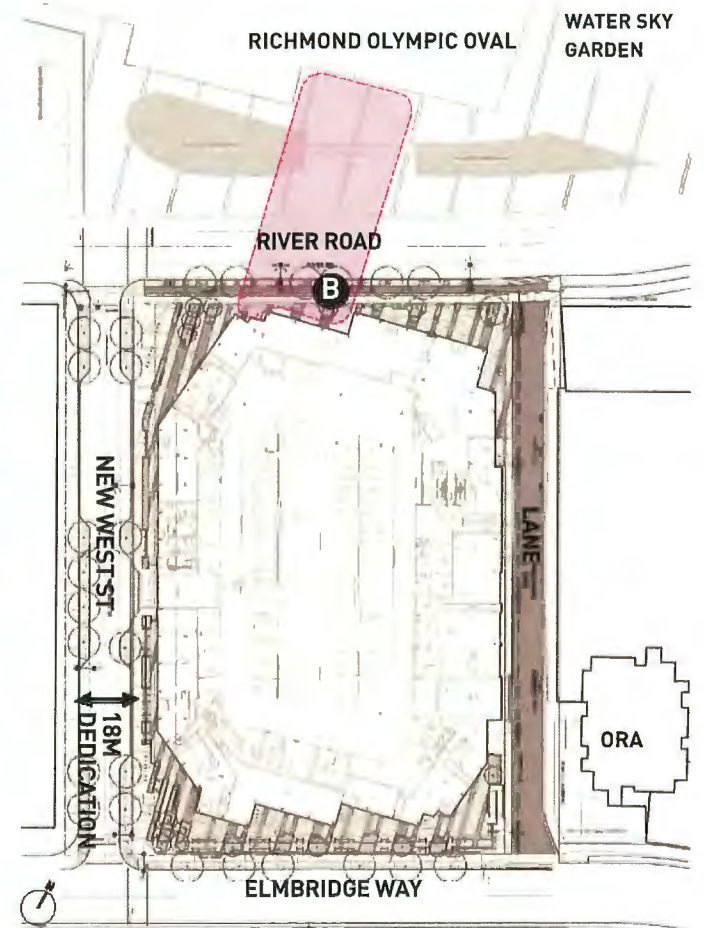
A WINTER SPORTS LEGACY PLAZA



PUBLIC PLAZAS



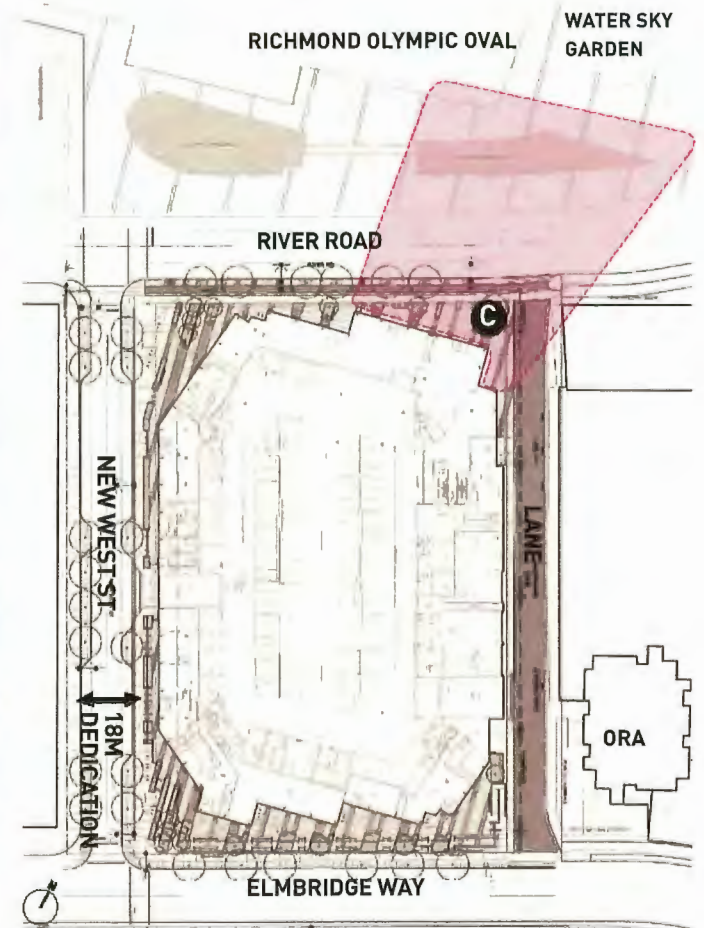
B HOTEL-CAFE/RESTAURANT + URBAN ROOM



PUBLIC PLAZAS



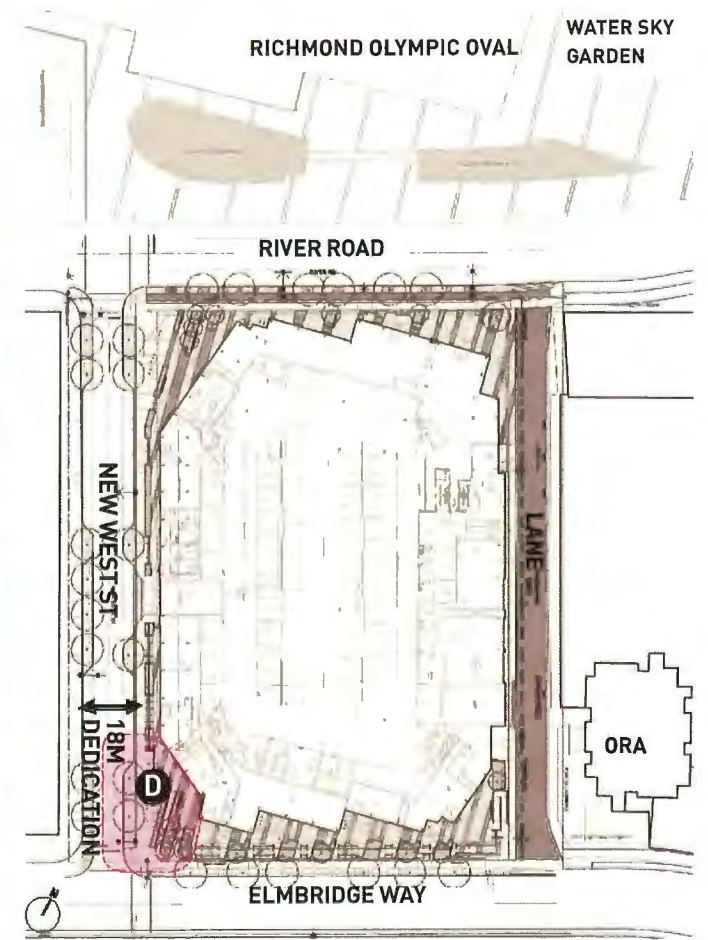
C NORTH 'LIGHT' PLAZA



PUBLIC PLAZAS



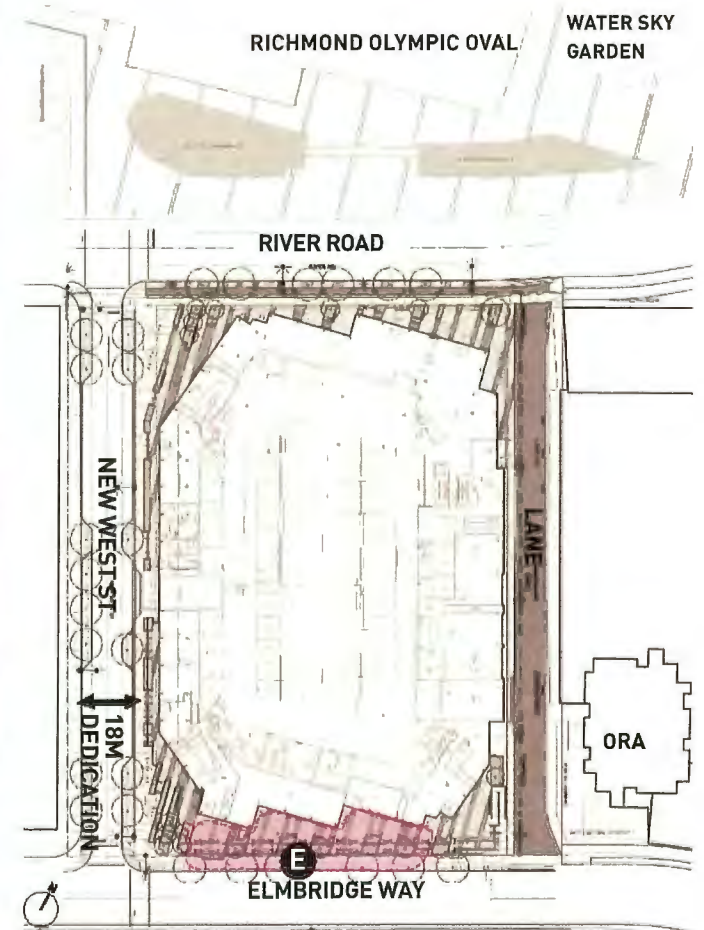
D BOTANICAL PLAZA



PUBLIC PLAZAS



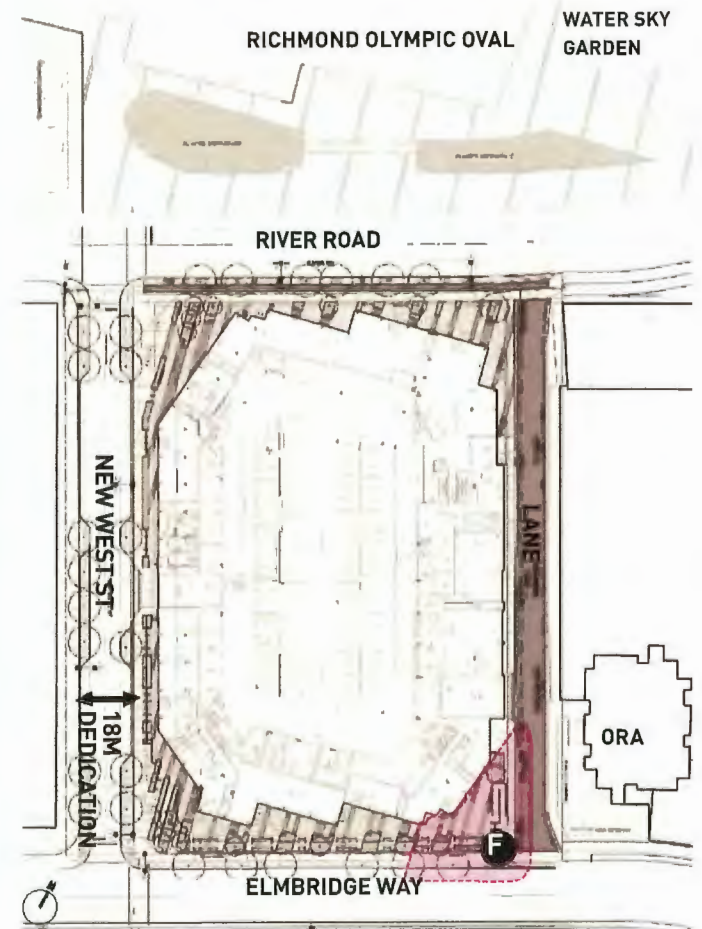
E SUN-ORIENTED SOUTHERN WALKWAY & BOUTIQUE RETAIL EDGE



PUBLIC PLAZAS



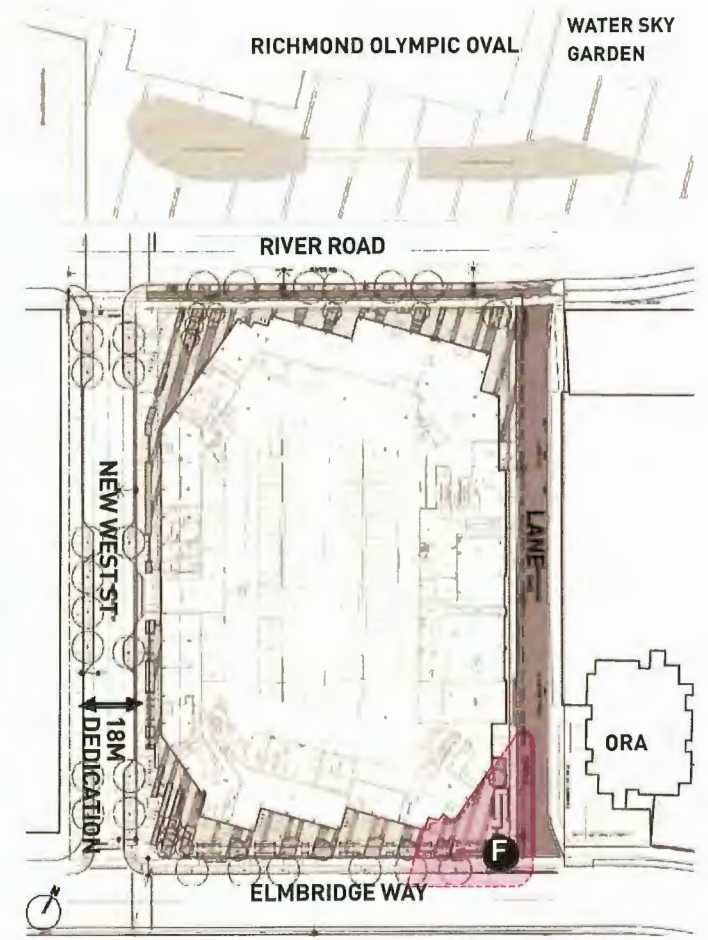
F ENTRY PLAZA



PUBLIC PLAZAS



F ENTRY PLAZA



VEHICLE ACCESS

PRIMARY VEHICLE ACCESS
NEW WEST RD. (ALL VEHICLES)

ELMBRIDGE WAY

RESIDENTIAL
TOWER 1

NEW WEST ROAD

RESIDENTIAL
TOWER 2

HOTEL

SECONDARY VEHICLE ACCESS
LANE (HOTEL/ON-SITE EMPLOYEE ONLY)

RIVER ROAD

LANE

ORA

OLYMPIC OVAL



OUTREACH TIMELINE

THE TEAM HAS WORKED EXTENSIVELY WITH THE NEIGHBOURHOOD TO IMPROVE VEHICLE ACCESS

DEC 6, 2022	MEETING #1 WITH ORA STRATA COUNCIL
DEC 8, 2022	CANVASS OF BUSINESSES ADJACENT TO THE SITE
FEB 22, 2023	MEETING #2 WITH ORA STRATA COUNCIL
FEB 24, 2023	MEETING WITH T&T MANAGEMENT TEAM
MARCH 20, 2023	CANVASS OF ORA COMMERCIAL TENANTS
MARCH 29, 2023	FOLLOW UP LETTER SENT TO ORA STRATA COUNCIL VIA THE PROPERTY MANAGER SUMMARIZING PROPOSED REDESIGN OF THE LANE

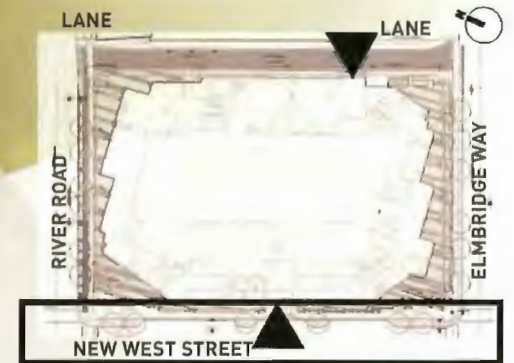
PRIMARY VEHICLE ACCESS



PRIMARY VEHICLE ACCESS

NEW WEST RD.

- MAIN ACCESS FOR ALL VEHICLES
- GATED WITH INTERCOM
- GATE TO REMAIN OPEN DURING REGULAR BUSINESS HOURS FOR COMMERCIAL USE
- INTERCOM SYSTEM TO BE AVAILABLE FOR NON-RESIDENTIAL USERS WHEN GATE IS CLOSED

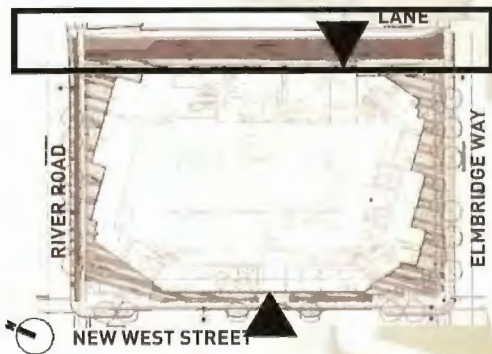


SECONDARY VEHICLE ACCESS

SECONDARY VEHICLE ACCESS LANE

SIGNIFICANT IMPROVEMENTS MADE TO REDUCE LANE TRAFFIC

- HOTEL/ON-SITE EMPLOYEE USE ONLY
- REGULATED THROUGH USE OF FOB
- SECURITY GATE TO BE ADDED
- LANE WILL BE WIDENED
- SIDEWALK PROVIDED ALONG LANE **DANGER**
- WAYFINDING SIGNAGE TO BE ADDED
- HOTEL DROP-OFF TO BE MOVED FROM LANE TO INSIDE PARKADE



TDM MEASURES

TDM MEASURES TO REDUCE VEHICLE OWNERSHIP:



CAR SHARE VEHICLES AND STALLS



CAR POOLING STALLS



**25% ADDITIONAL LONG-TERM BIKE PARKING,
AND 5% SHORT-TERM BIKE PARKING**



2-ZONE TRANSIT PASS SUBSIDY



END-OF-TRIP FACILITIES



ELECTRICAL OUTLET FOR LONG TERM CLASS A BIKE PARKING



BICYCLE MAINTENANCE AND REPAIR STATION

SUSTAINABILITY



Connection to Oval Village District Energy Utility (OVDEU)



Sustainability-Built Low Emissions building

(meeting Step 2 of BC Energy Step Code referenced in BC Building Code 2018)



782 Bike Stalls



Addition of 26 off-site trees and 93 on-site trees



Intensively landscaped podium roof to reduce runoff and store water



Passive daylight control through balcony frame expression

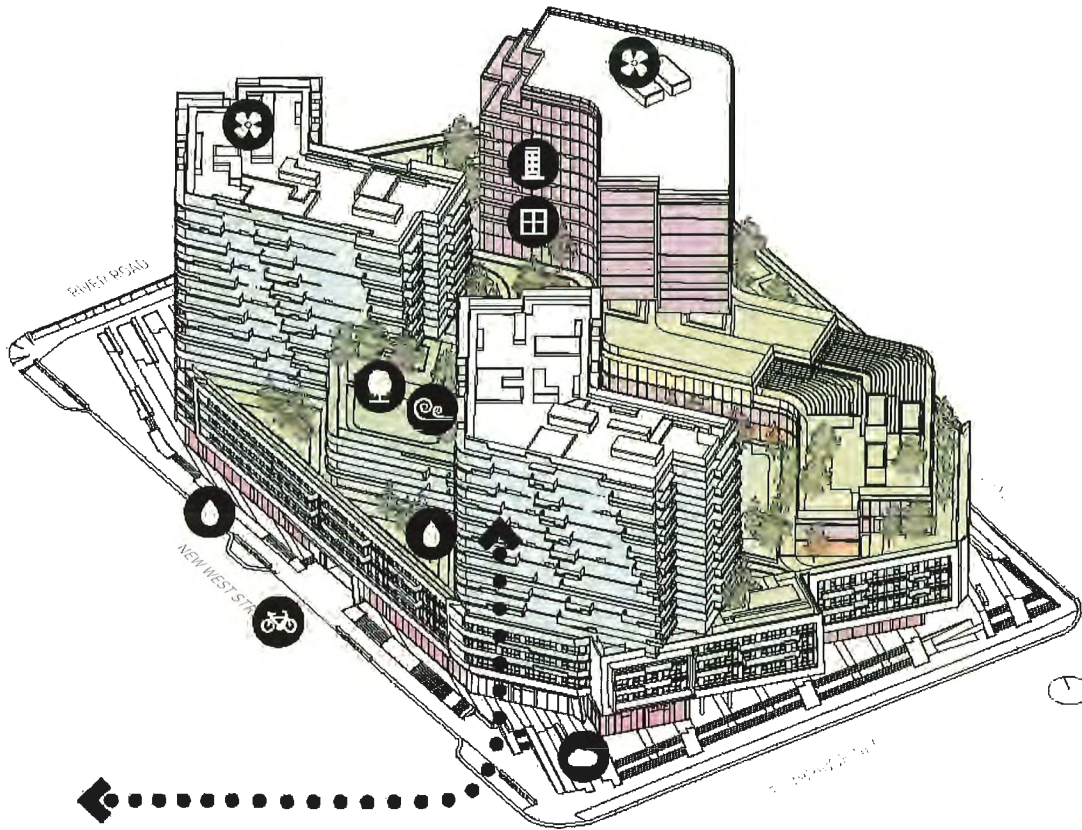


Use of green concrete resulting in reduced embodied emissions



SUSTAINABILITY

PROJECT COMPLIES WITH STEP 2 OF BC ENERGY STEP CODE REFERENCED IN BC BUILDING CODE 2018 VIA THE LOW CARBON BUILDING ENERGY SYSTEMS COMPLIANCE PATHWAY.

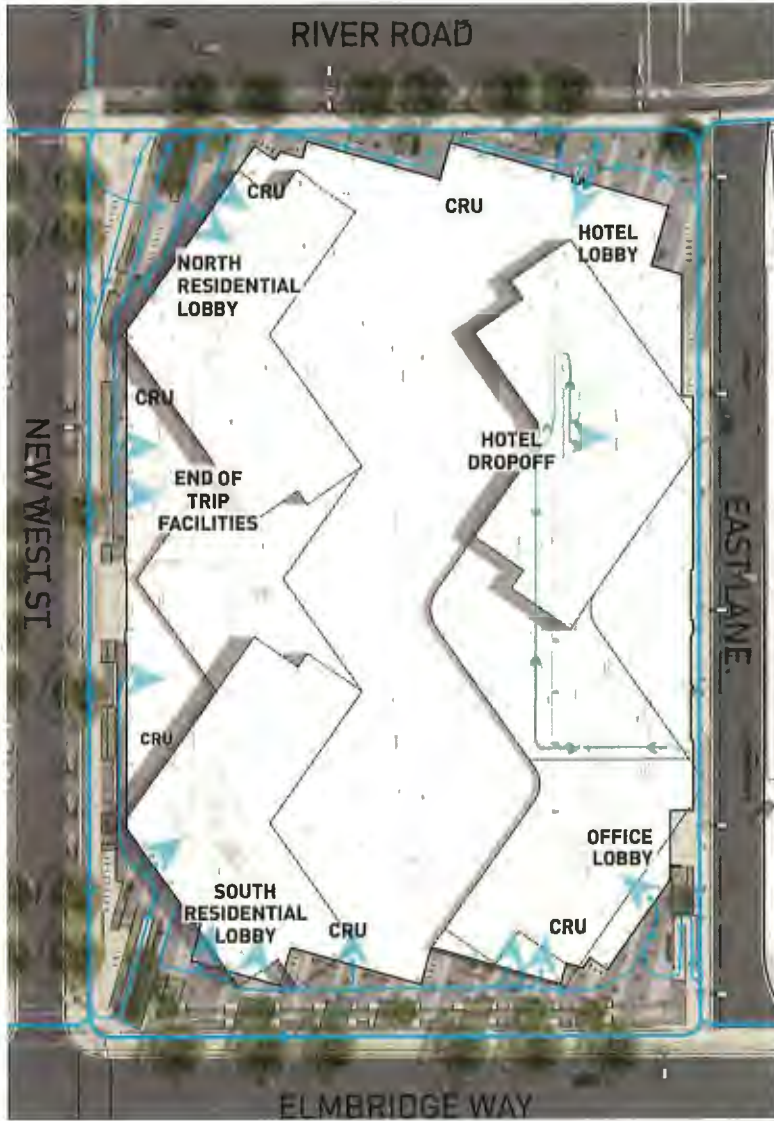


CONNECTION TO OVAL VILLAGE DISTRICT ENERGY UTILITY (OVDEU);

-  HIGH PERFORMANCE BUILDING ENVELOPE
-  OPTIMIZED GLAZING PLACEMENT
-  HYDRONIC FAN COIL UNITS WITH EC MOTORS
-  RAINWATER MANAGEMENT VIA ROOF LANDSCAPED PODIUM ROOF/AT GRADE
-  REDUCED HEAT ISLAND EFFECT
-  PASSIVE SHADING
-  GREENING OF SITE
-  ADDITIONAL BIKE PARKING
REQUIRED: 769
PROVIDED: 782

ACCESSIBILITY

ACCESSIBILITY ROUTES - AT GRADE



ACCESSIBILITY ROUTES - AMENITY SPACES AT L6



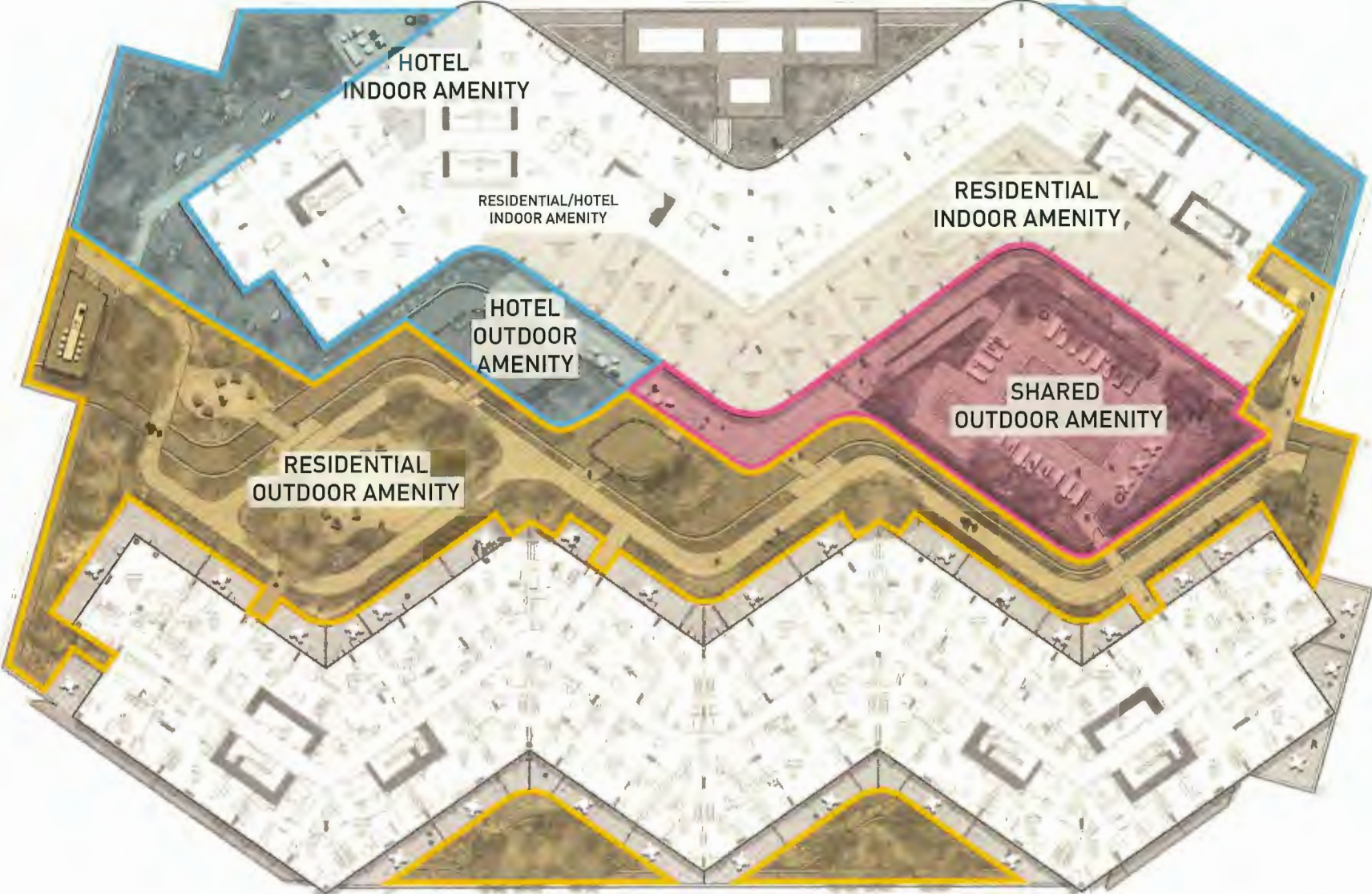
A M E N I T Y

RESIDENTIAL AMENITY SPACE REQUIREMENT

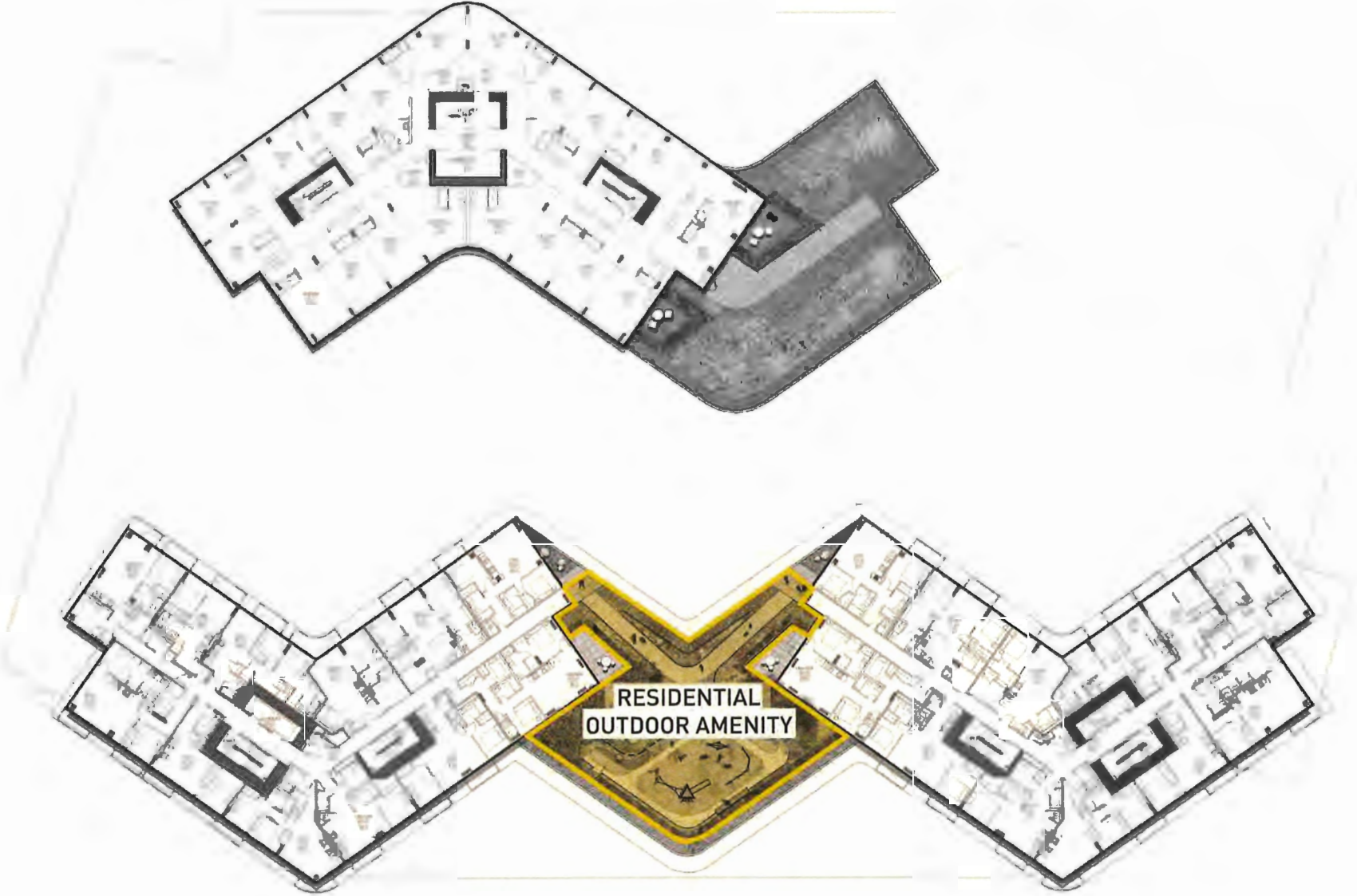
	NUMBER OF UNITS	AREA REQUIRED	AREA PROPOSED
RESIDENTIAL INDOOR AMENITY SPACE	376 <i>(341 MARKET + 35 AFFORDABLE)</i>	752 SQM <i>(25QM PER UNIT)</i>	753 SQM
RESIDENTIAL OUTDOOR AMENITY SPACE	376 <i>(341 MARKET + 35 AFFORDABLE)</i>	2256 SQM <i>(6SQM PER UNIT)</i>	3139 SQM <i>(2039 SQM L6 RESIDENTIAL + 649 SQM L6 SHARED + 451 SQM L9 RESIDENTIAL)</i>

PER CITY CENTRE AREA PLAN 3-32, 3.1.8 MULTIPLE-FAMILY B. AMENITY SPACE: • "NOTWITHSTANDING THE ABOVE PROVISIONS, IN THE CASE OF LARGE PROJECTS (TYPICALLY EXCEEDING 400 DWELLING UNITS), THE MINIMUM AMENITY SPACE MAY BE REDUCED, PROVIDED THAT THE DEVELOPMENT INCLUDES ONE OR MORE SPECIAL RECREATIONAL FACILITIES, TOGETHER WITH MULTI-PURPOSE SPACE, TO THE SATISFACTION OF THE CITY;"

AMENITY: LEVEL 6



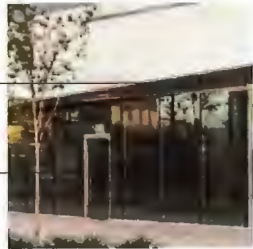
AMENITY: LEVEL 9



MATERIALS & WEST ELEVATION



PODIUM COMMERCIAL



- A** ALUMINUM STOREFRONT GLAZING SYSTEM. COLOUR: CHARCOAL GREY FRAME
- C** GLAZED SHADOW BOX SPAN-DREL. COLOUR: LIGHT GREY



- 6** PAINTED CONCRETE (ARCHITECTURAL FINISH) COLOUR: WHITE

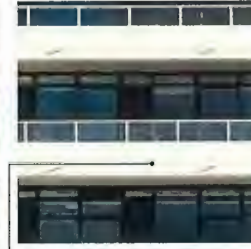


- 1** ALUMINUM PERFORATED SCREEN

RESIDENTIAL TOWERS & PODIUM RESIDENTIAL



- B** WINDOW WALL GLAZING SYSTEM. CHARCOAL GREY FRAME
- D** GLAZED SHADOW BOX SPAN-DREL. COLOUR: LIGHT & CHARCOAL GREY



- 6** PAINTED CONCRETE (ARCHITECTURAL FINISH) COLOUR: WHITE

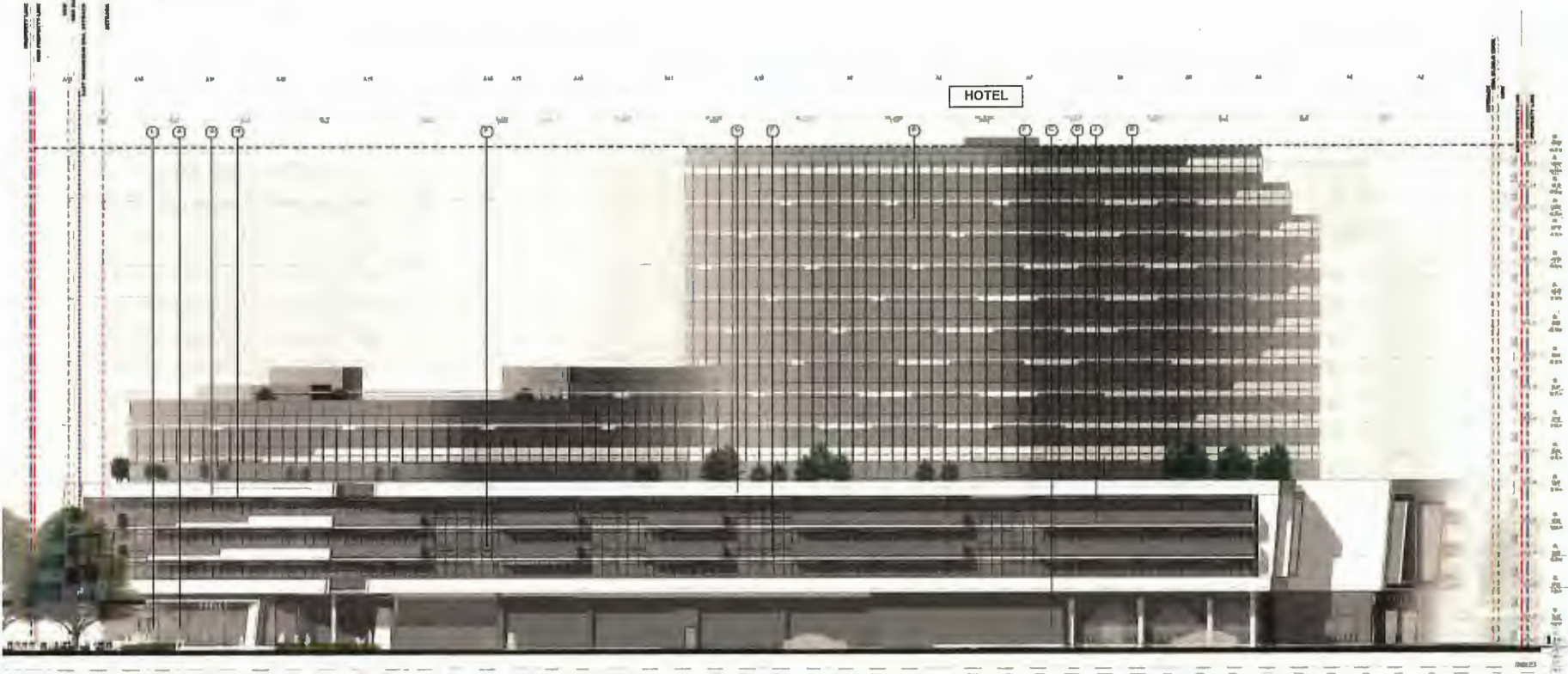


- 1** ALUMINUM GLASS GUARD. FRAME COLOUR: CHARCOAL GREY

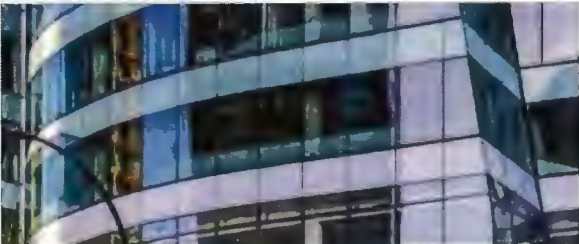


- 8** FULL HEIGHT FROSTED GLASS PRIVACY SCREEN

MATERIALS & EAST ELEVATION



HOTEL TOWER



4-SSG CURTAIN WALL FRAME. COLOUR: CHARCOAL GREY

CASE STUDY - CASCADE CITY



LANDSCAPE: GROUND LEVEL PRECEDENT IMAGES



FEATURE UNIT PAVING WITH BANDS



PLANTING WITH TREES AND EDGE SEATING



MOVABLE FURNITURE AT CRU PATIOS



TERRACED PLANTING



PUBLIC ART OPPORTUNITIES



LANDSCAPE: LEVEL 6 PLAN



LANDSCAPE: LEVEL 6 PRECEDENT IMAGES



STEPPING STONE PATH



LANDSCAPED ISLAND



'RIVER' AS DRY CREEK



MEADOW PLANTING



LAWN



OUTDOOR FITNESS

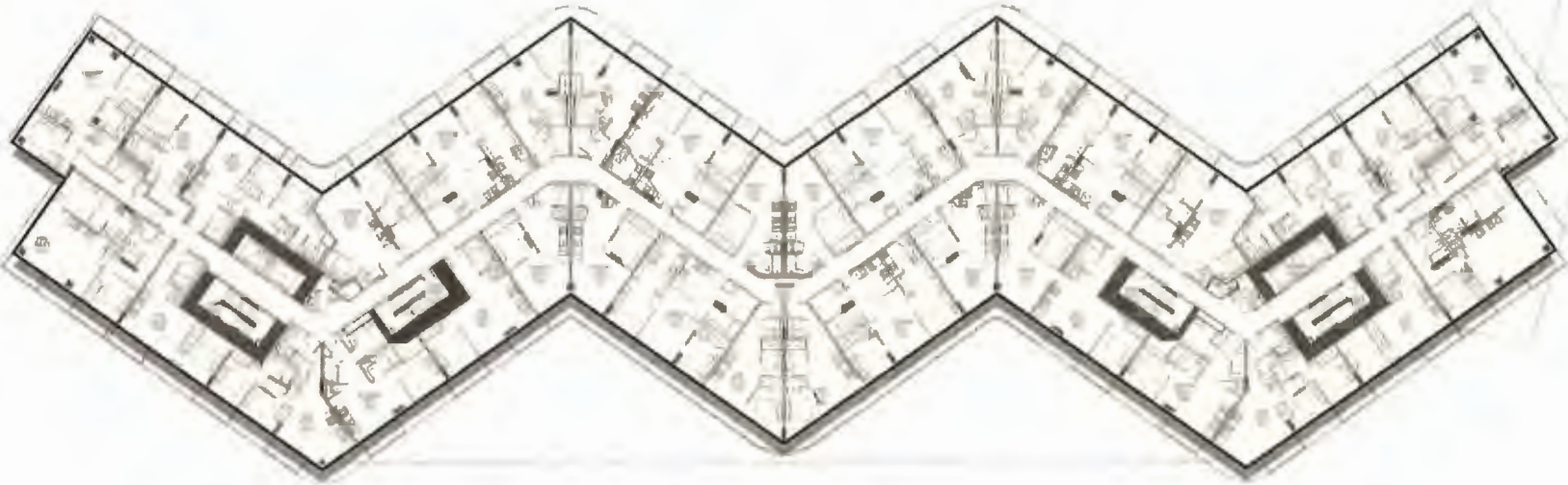


LANDSCAPE STRUCTURE



POOL DECK

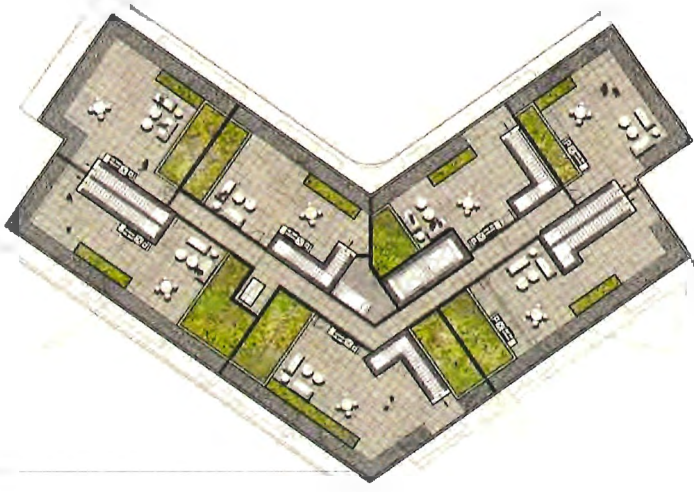
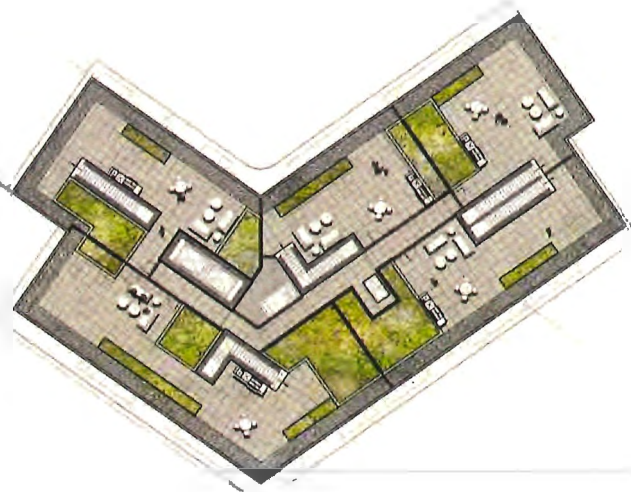
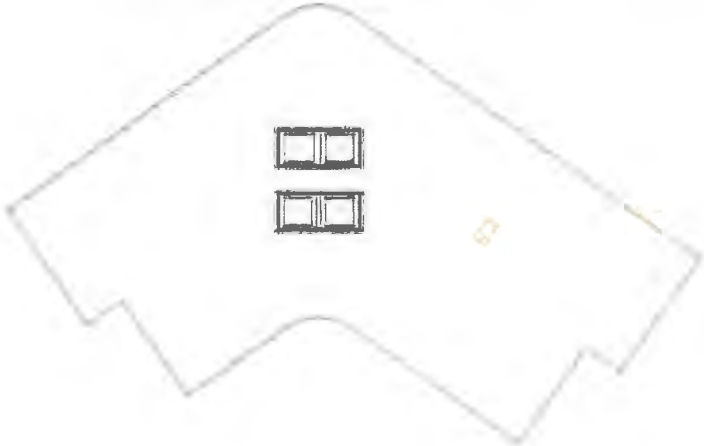
LANDSCAPE: LEVEL 8 PLAN



LANDSCAPE: LEVEL 9 PLAN



LANDSCAPE: ROOF TOP PLAN



LANDSCAPE: LEVEL 9 AND ROOF PRECEDENT IMAGES



HOTEL CRU TERRACE



TOPOGRAPHY PLAY



PLAY STRUCTURE



PENTHOUSE ROOF TERRACE



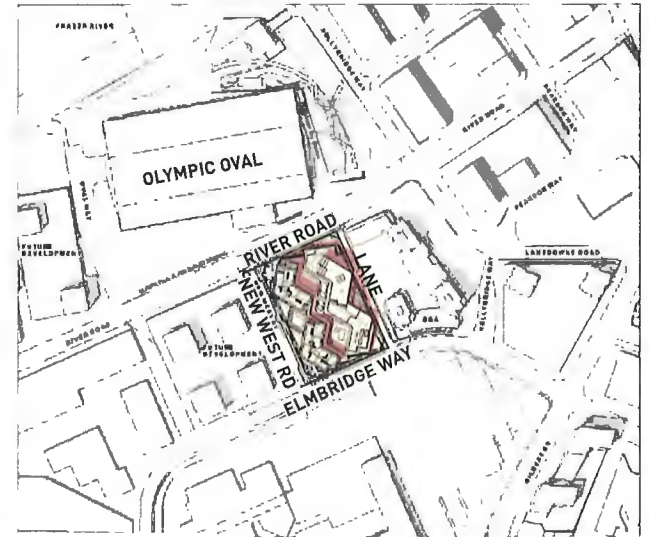
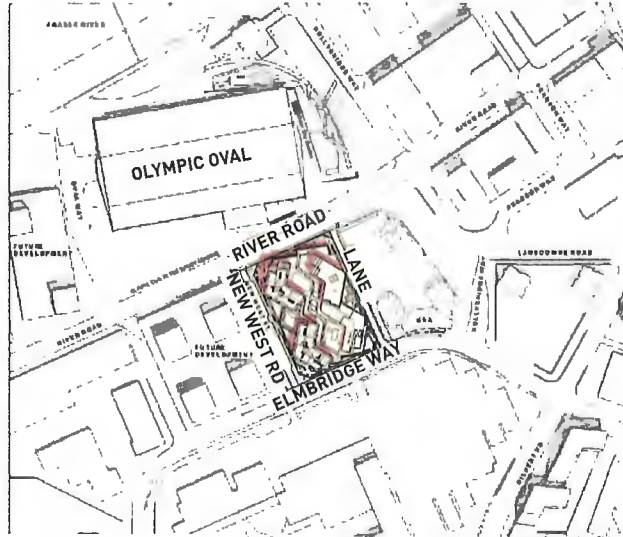
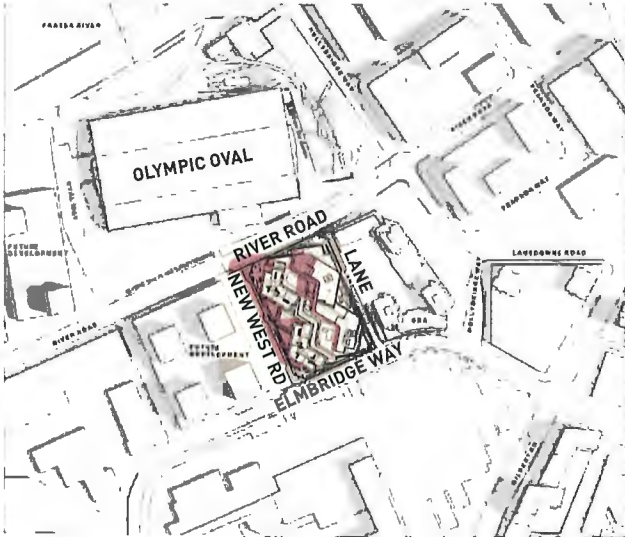
SHADOW STUDY

10 AM

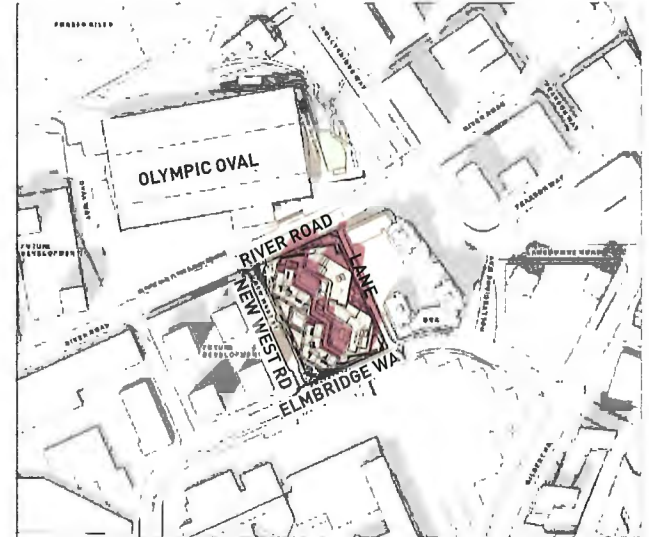
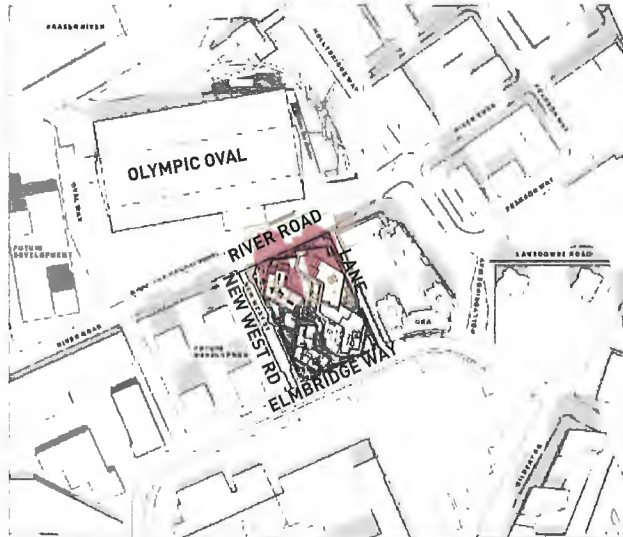
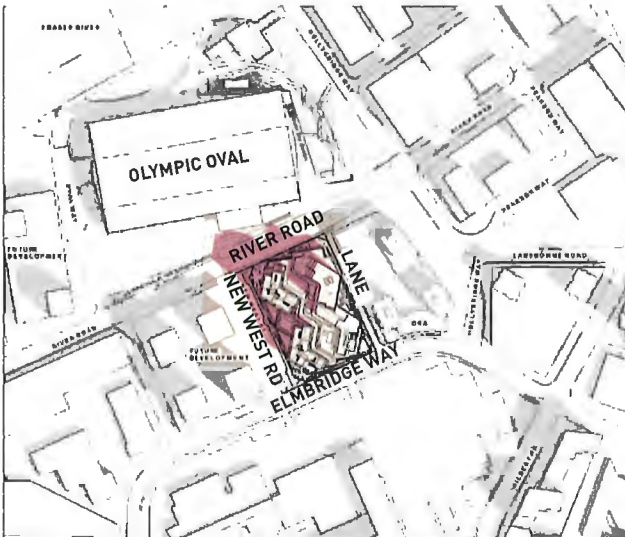
12 PM

2 PM

SUMMER



FALL



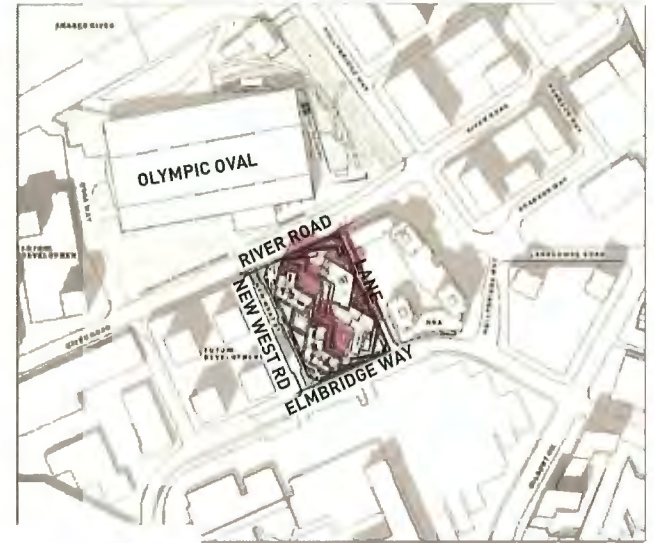
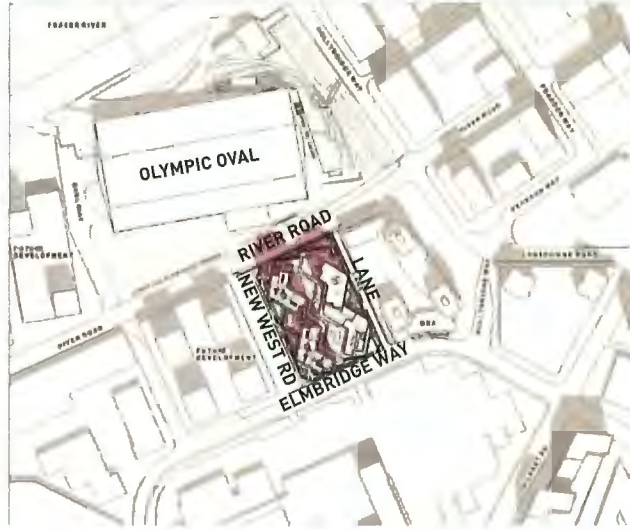
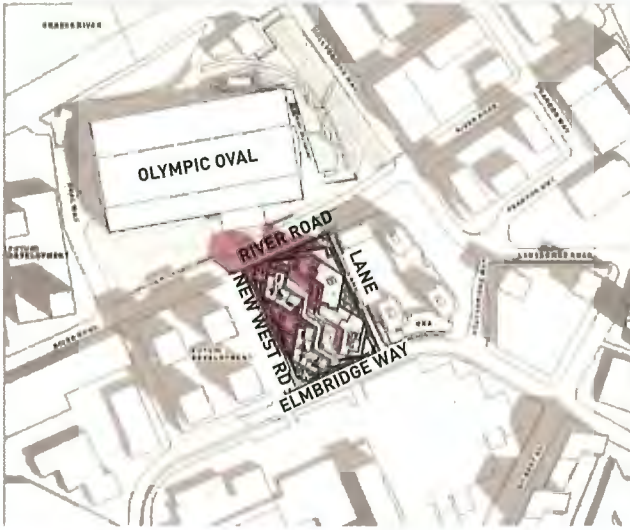
SHADOW STUDY

10 AM

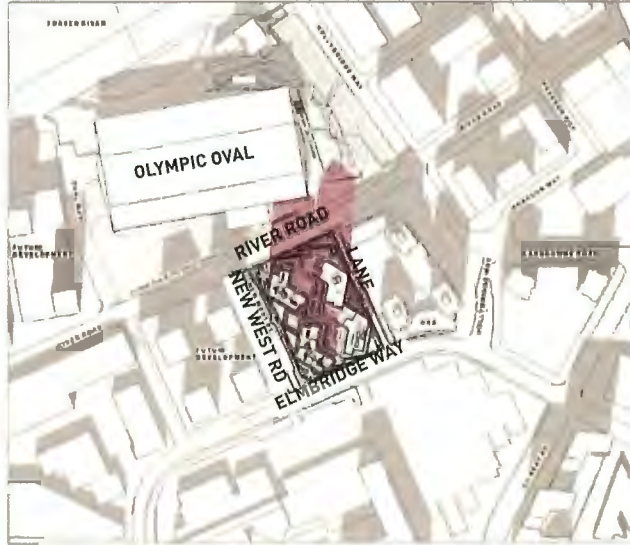
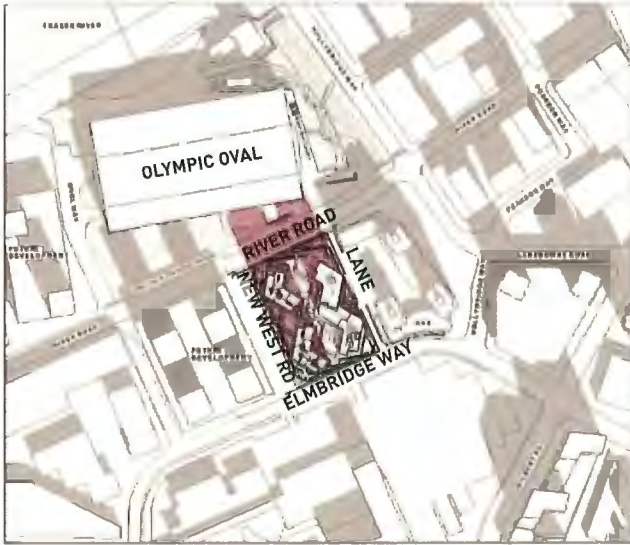
12 PM

2 PM

SPRING



WINTER



THANK YOU!

6851-6871 ELMBRIDGE WAY



LANDA

CNCL - 307

Schedule 2 to the Minutes of the
Development Permit Panel
meeting held on Wednesday,
May 15, 2024

From: Elaine Luo <luoelaine@outlook.com>
Sent: May 3, 2024 9:23 AM
To: CityClerk
Subject: Notice of Development Permit

Categories: Rustico

To Development Permit Panel	
Date:	MAY 15, 2024
Item #	1
Re:	DP 21-945917

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.

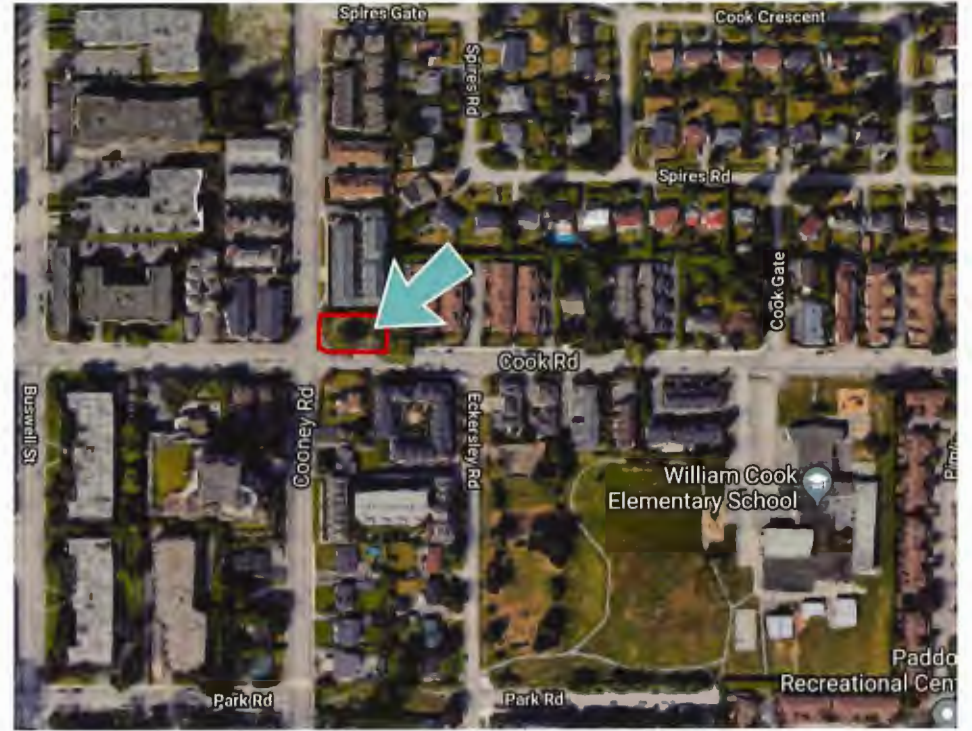
Luo Yilei
3600 Broadway St
Richmond BC V7E 2X8

I am unable to attend Development Permit Panel meeting due to being unavailable May 15th 2024.
The purpose of the development permit to be issued on site 6851 and 6871 Elmbridge Way seems fine, no extra comments.



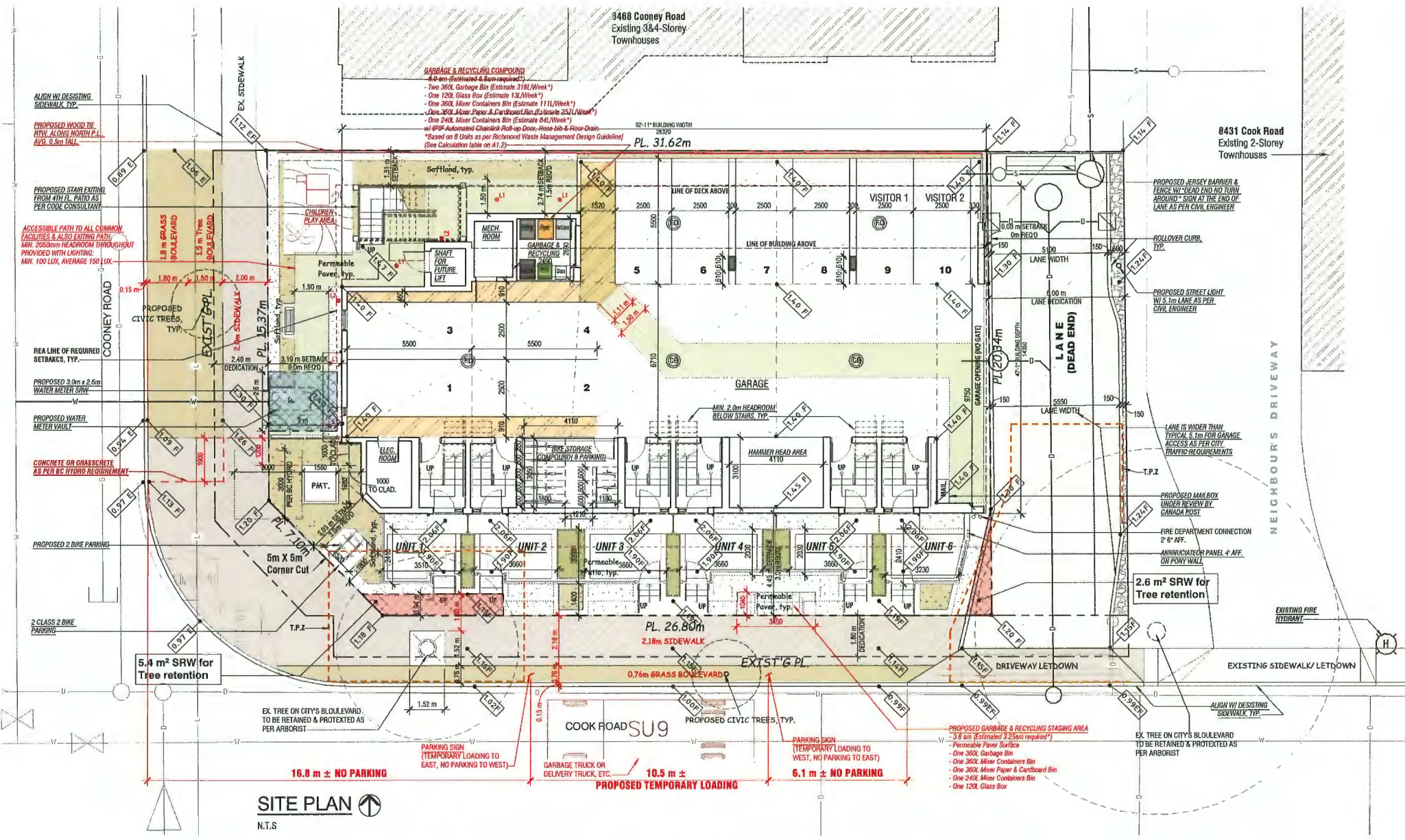


LOCATION PLAN 



SITE AERIAL PHOTO 

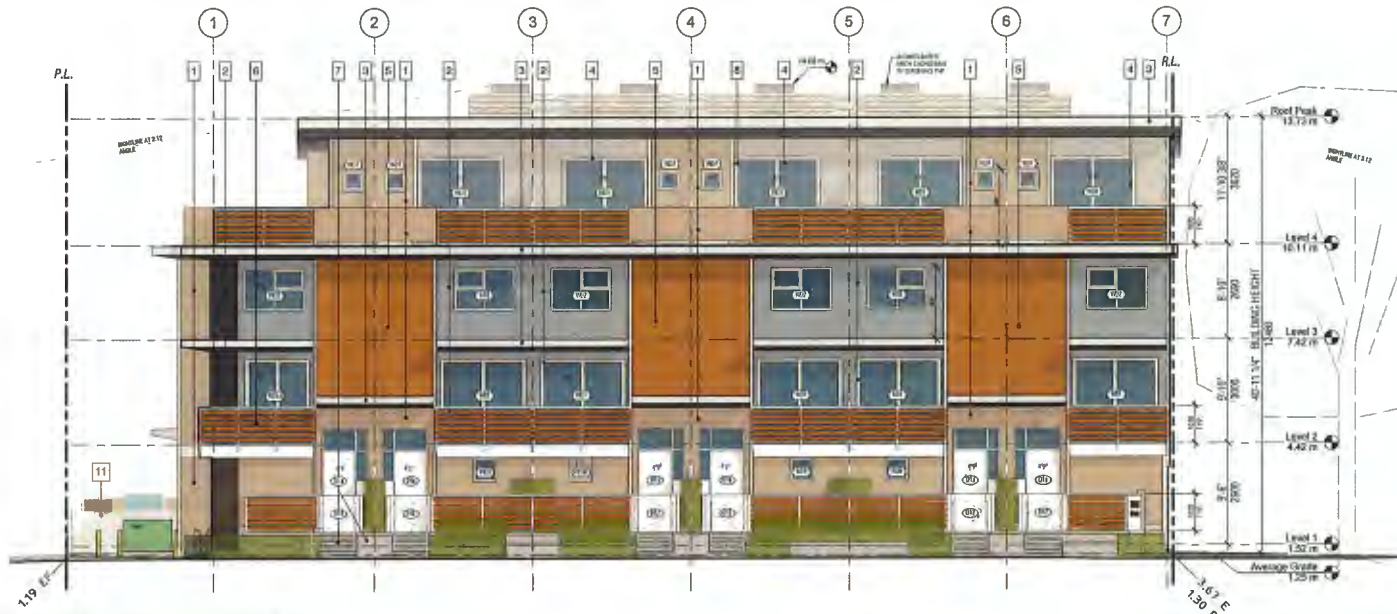
 Kenneth Kim Architecture Inc t: 778-379-8918 f: 604-900-0775 w: kkimvrb@gmail.ca 211-2223 West Broadway Vancouver, B.C. V6K 2E4	<small>THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LINES PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT.</small> <small>COPYRIGHT RESERVED. THIS PLAN AND DESIGN ARE AND SHALL REMAIN AT ALL TIMES THE EXCLUSIVE PROPERTY OF KENNETH KIM ARCHITECTURE INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.</small>	Project Title 6-UNIT TOWNHOUSE	Consultants	<table border="1"> <thead> <tr> <th>No</th> <th>Date</th> <th>Revision</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>May 8 2024</td> <td>Issued for DPP</td> </tr> </tbody> </table>	No	Date	Revision	1	May 8 2024	Issued for DPP	Sheet Title CONTEXT PLANS	File number: Drawn: CL Checked: KK Print date: May 8, 2024	Scale: Dwg. no. A0.1
		No	Date	Revision									
1	May 8 2024	Issued for DPP											
<small>Copyright Reserved. This plan and design are and shall remain at all times the exclusive property of Kenneth Kim Architecture Inc. and may not be used or reproduced without prior written consent.</small>		6500 Cooney Rd (Existing) 8399 Cooney Rd (Proposed) Richmond, BC											



GARBAGE & RECYCLING COMPOUND
 3.6 m (Estimated & 3.6m required)
 - Two 360L Garbage Bin (Estimate 318L/Week*)
 - One 120L Glass Bin (Estimate 13L/Week*)
 - One 360L Mixer Containers Bin (Estimate 111L/Week*)
 - One 360L Mixer Paper & Cardboard Bin (Estimate 253L/Week*)
 - One 240L Mixer Containers Bin (Estimate 04L/Week*)
 w/ #04 Automated Chainlink Roll-up Door, Hose-bib & Floor-Drain
 w/ #04P Automated Waste Management Design Guideline
 (See Calculation table on A1.2)

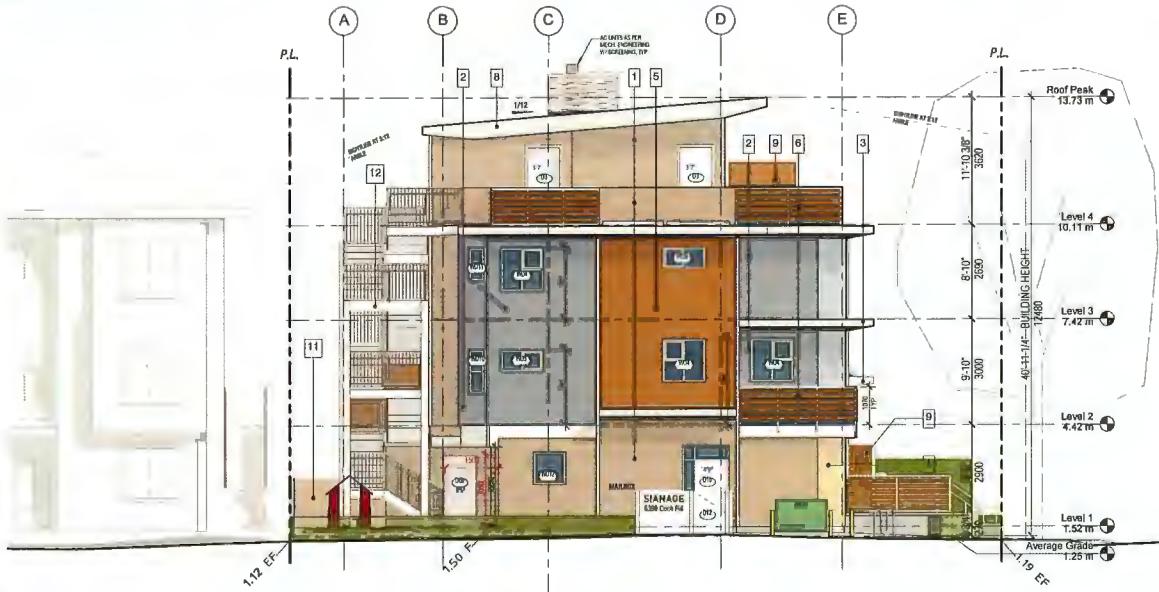
PROPOSED GARBAGE & RECYCLING STAGING AREA
 3.6 m (Estimated & 3.6m required)
 - Permeable Paver Surface
 - One 360L Garbage Bin
 - One 360L Mixer Containers Bin
 - One 360L Mixer Paper & Cardboard Bin
 - One 240L Mixer Containers Bin
 - One 120L Glass Bin

SITE PLAN
 N.T.S.



SOUTH ELEVATION (COOK RD)

SCALE: 3/16" = 1'-0"



WEST ELEVATION (COONEY RD)

SCALE: 3/16" = 1'-0"

MATERIALS LEGEND

- 1 Horizontal HardiePlank Siding
COLOUR: Light Brown
- 2 Slapdash Stucco Finish
COLOUR: Slate Gray
- 3 Metal Flashing
COLOUR: Silver/light gray
- 4 Slapdash Stucco Finish
COLOUR: Light Gray
- 5 Horizontal Siding
(Aluminum, Steel or Composite)
(e.g. Longboard® Tongue and Groove)
COLOUR: Simulated Wood
- 6 Alum/Glass Balcony Guards
w/ Decorative Wood Slats (Painted) @
Outside of Glass
COLOUR: Medium Brown
- 7 Concrete- Painted
COLOUR: Light Gray
- 8 Wood Trim/Fascia/Downspout- painted
COLOUR: Ivory White
- 9 Open Trills Privacy Screen
Between Units
COLOUR: Medium Brown
- 11 Wood Painted Privacy Fencing to
Neighbour
COLOUR: Medium Brown
- 12 Exit Stairs
Steel Structure: Silver/light gray
Railing: Light Brown
Tread & Landing: Light Gray



Kenneth
Kim
Architecture
Inc
1. 778-770-8016 / F. 604-600-0775
k.kenneth@kka.ca
211-2223 West Broadway
Vancouver, B.C. V6K 2E4

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KIM ARCHITECTURE INC. AND MAY NOT
BE USED OR REPRODUCED WITHOUT
PRIOR WRITTEN CONSENT.

Project Title
**6-UNIT
TOWNHOUSE**
6500 Cooney Rd (Existing)
8399 Cooney Rd (Proposed)
Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 9 2024	Issued for DPP
12	May 3 2024	BP Revision 2
11	April 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire fighting update
7	Jul 29 2022	Abolish update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Permitting application (Traffic Revision)
2	May 13 2021	Permitting application (Fire/Access)
1	Jan 13 2020	Proposed w/ Fire Parking Layout

Sheet Title
**SOUTH & WEST
ELEVATION**

Drawn: **CL**

Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no. **A3.1**



1 778-779-8818 / 1 604-600-0775
 4 Kennedy@kka.ca
 211-2223 West Broadway
 Vancouver, B.C. V6K 2E4

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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conroy Rd (Existing)
 8399 Cooney Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 8 2024	Issued for DPP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire lighting update
7	Jul 29 2022	Aborist update
6	Jun 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Planning application (Traffic Revision)
2	May 13 2021	Planning application (Revised)
1	Jan 19 2020	Proposed w/ New Parking Layout

Sheet Title
**NORTH & EAST
 ELEVATION**

Drawn: **CL**

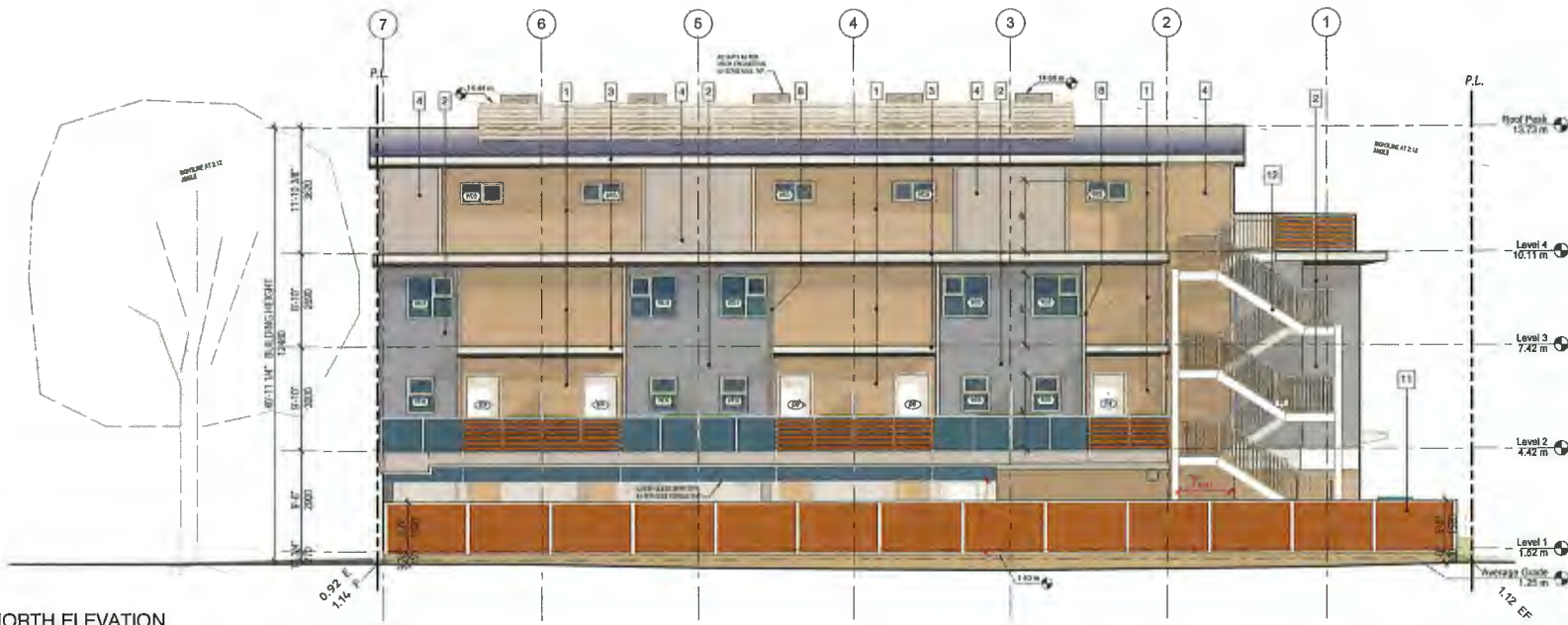
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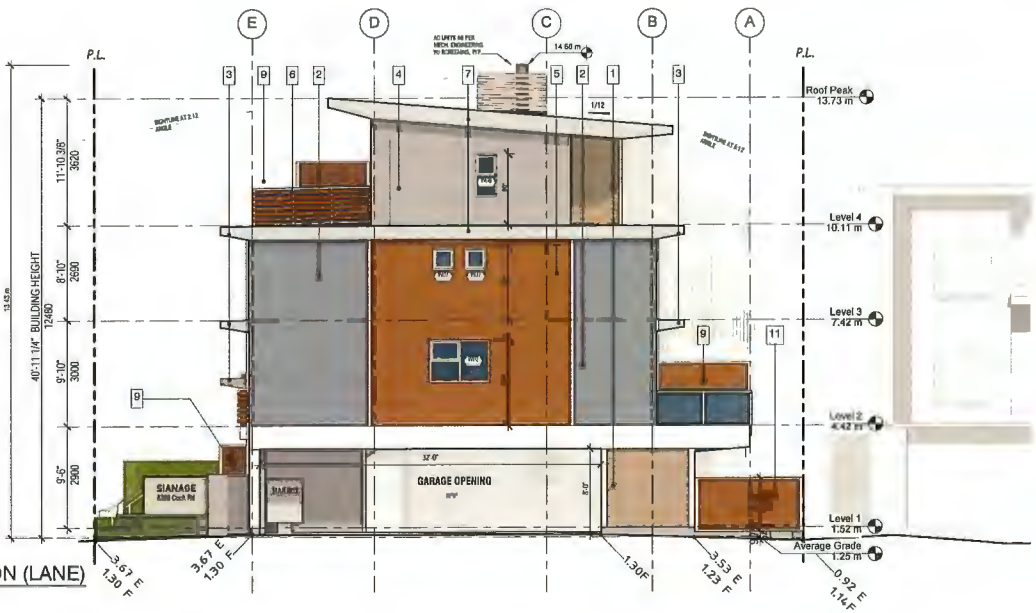
Print date: **May 2, 2024**

Dwg. no.

A3.2



NORTH ELEVATION
 SCALE: 3/16" = 1'-0"



EAST ELEVATION (LANE)
 SCALE: 3/16" = 1'-0"

MATERIALS LEGEND

- 1 Horizontal HardiePlank Sliding
COLOUR: Light Brown
- 2 Slapdash Stucco Finish
COLOUR: Slate Gray
- 3 Metal Flashing
COLOUR: Silver/light gray
- 4 Slapdash Stucco Finish
COLOUR: Light Gray
- 5 Horizontal Sliding
(Aluminum, Steel or Composite)
(e.g. Longboard® Tongue & Groove)
COLOUR: Simulated Wood
- 6 Alum/Glass Balcony Guards
w/ Decorative Wood Slats (Painted) @
Outside of Glass
COLOUR: Medium Brown
- 7 Concrete- Painted
COLOUR: Light Gray
- 8 Wood Trim/Fascia/Downspout- painted
COLOUR: Ivory White
- 9 Open Trellis Privacy Screen
Between Units
COLOUR: Medium Brown
- 11 Wood Painted Privacy Fencing to
Neighbour
COLOUR: Medium Brown
- 12 Exit Stairs
Steel Structure: Silver/light gray
Railing: Light Brown
Tread & Landing: Light Gray



Aerial View of the Project



View from Cooney Rd



View from Cooney Rd & Cook Rd Intersection



View from Cook Rd



View from Lane at Cook Rd


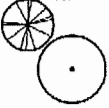





View from North side of Project



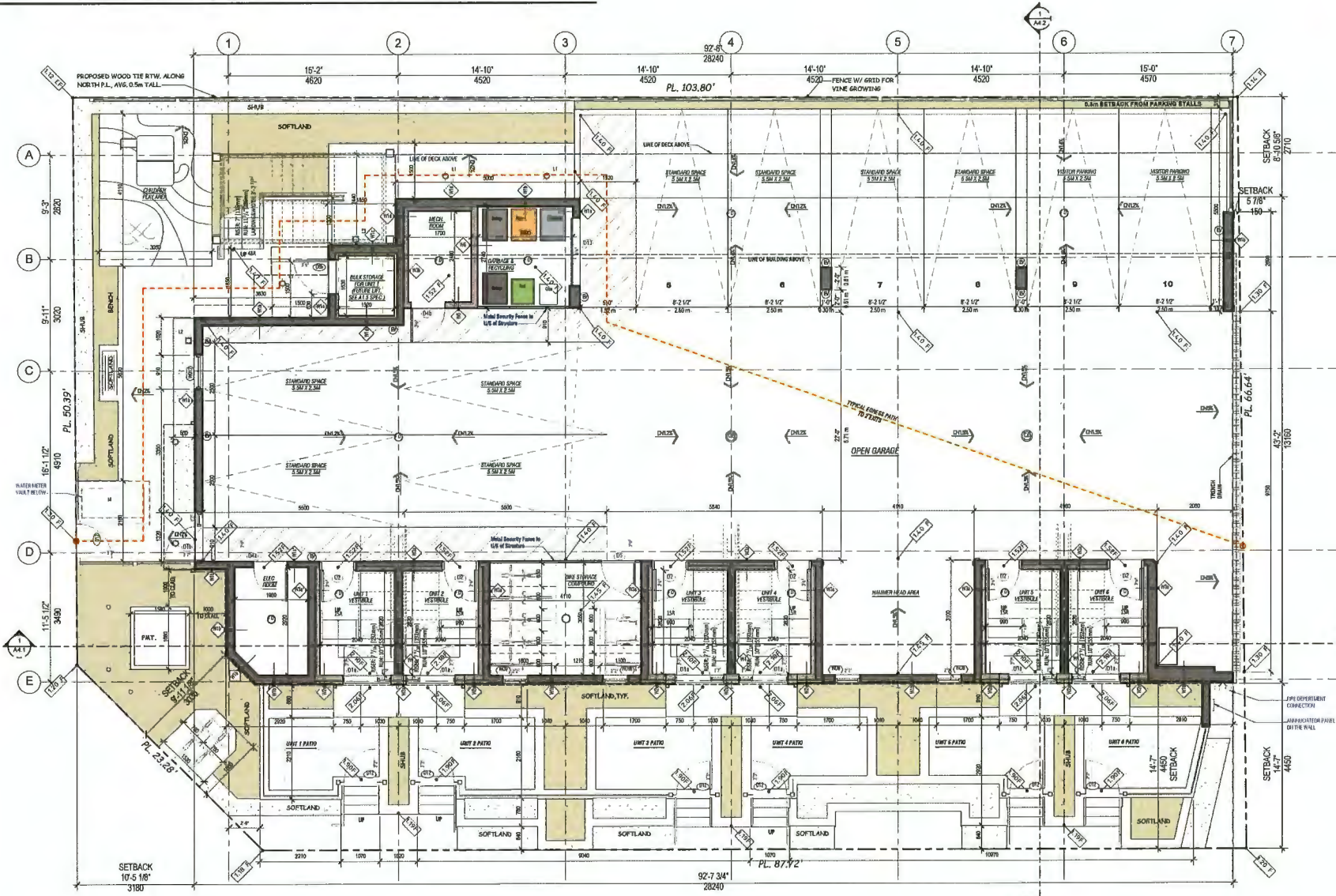
View of Children Play Area

APPENDIX 1: PLANT LIST & LANDSCAPE PLAN (LINE DRAWING)

P L A N T L I S T				Project No. 220102.KIM Updated @2024-04-18
KEY	QTY.	BOTANICAL NAME	COMMON NAME	PLANTED SIZE
	2	MAGNOLIA S. VULCAN	Vulcan Sav. Magnolia	3 @B&B 6cm cal., 1.75m std.
	4	PINUS CONTORTA CONTORTA	Shore Pine	B&B 5.5m+ ht.
	2	STEWARTIA PSEUDOCAMELLIA	Japanese Stewartia	B&B 5.0m+ ht. B&B 9cm cal., 1.75m std.
a	20	ABELIA EDWARD GOUCHER	Dwarf Abelia	#2 pot 40cm ht.
H	6	HYDRANGEA SERRATA BLUE BIRD	Blue Bird Hydrangea	#5 pot 50cm ht.
L	44	LAVANDULA SPICA MUNSTEAD	English Lavender	#1 pot heavy
OS	6	OSMAREA BURKWOODII	Burkwood Osmaria	#3 pot 60cm ht.
||	55	LEUCOTHOE AXEL	Cherry Laurel	#2 pot 30cm ht.
△	28	RHODODENDRON DWARF (Hyb. TBD)	Dwarf Rhododendron	#2 pot 35cm ht.
Allowed	6	ROSA MEIDI BONICA/RED SEVILLENA	Meldiland Rose	#2 pot 35cm ht.
	31	TAXUS MEDIA HICKSII	Hick's Yew	B&B 1.5m+ ht.
V	3	VIBURNUM BURKWOODII	Burkwood Viburnum	#3 pot 60cm ht., bushy
	8	HYDRANGEA A. PETIOLARIS	Climbing Hydrangea	#3 pot Stkd., Heavy


- NOTE:
1. All plant materials shall meet or exceed BCSLA/BCLNA Standard.
 2. All grass areas shall be sodded unless otherwise indicated.
 3. "Hyb. TBD" denotes hybrids to be determined at the nursery during plant material inspection.
 4. For all other requirements, see Landscape Specifications & Details on 8.5"x11" sheets.
(Spec. is to be included for tendering & construction use)

APPENDIX 2: FLOOR PLANS & SECTIONS



FIRST FLOOR PLAN
SCALE: 1/4" = 10"

- ⊙ LEVEL 2 EV CHARGING OUTLET, 12KW, 1 FOR EACH PARKING SPACE
- ⊙ PROPOSED RECESSED LIGHT
- ⊙ PROPOSED WALL SCONCE LIGHT



Kenneth Kim Architecture Inc

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211-2223 West Broadway
Vancouver, B.C. V6K 2E4

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Project Title
6-UNIT TOWNHOUSE
6500 Conney Rd (Existing)
8399 Cooney Rd (Proposed)
Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 6 2024	Issued for DPP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DIP Revision 2
10	Jun 12 2023	DIP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire fighting update
7	Jul 29 2022	Abstract update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DIP Updated Set
4	Feb 29 2022	DIP Submission Set
3	Jun 9 2021	Resubmitting application (Traffic Reduction)
2	May 13 2021	Resubmitting application (Revised)
1	Jan 13 2020	Propositor's New Parking Layout

Sheet Title
FIRST FLOOR PLAN

Drawn: **CL**

Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no. **A2.1**



1 778-378-8818 / 1 204-800-0775
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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conroy Rd (Existing)
 8399 Conroy Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 9 2024	Issued for DPP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire fighting update
7	Jul 29 2022	Abomit update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Planning application (Traffic Revision)
2	May 13 2021	Planning application (Revised)
1	Jan 13 2020	Proposed site Parking Layout

Sheet Title
**SECOND FLOOR
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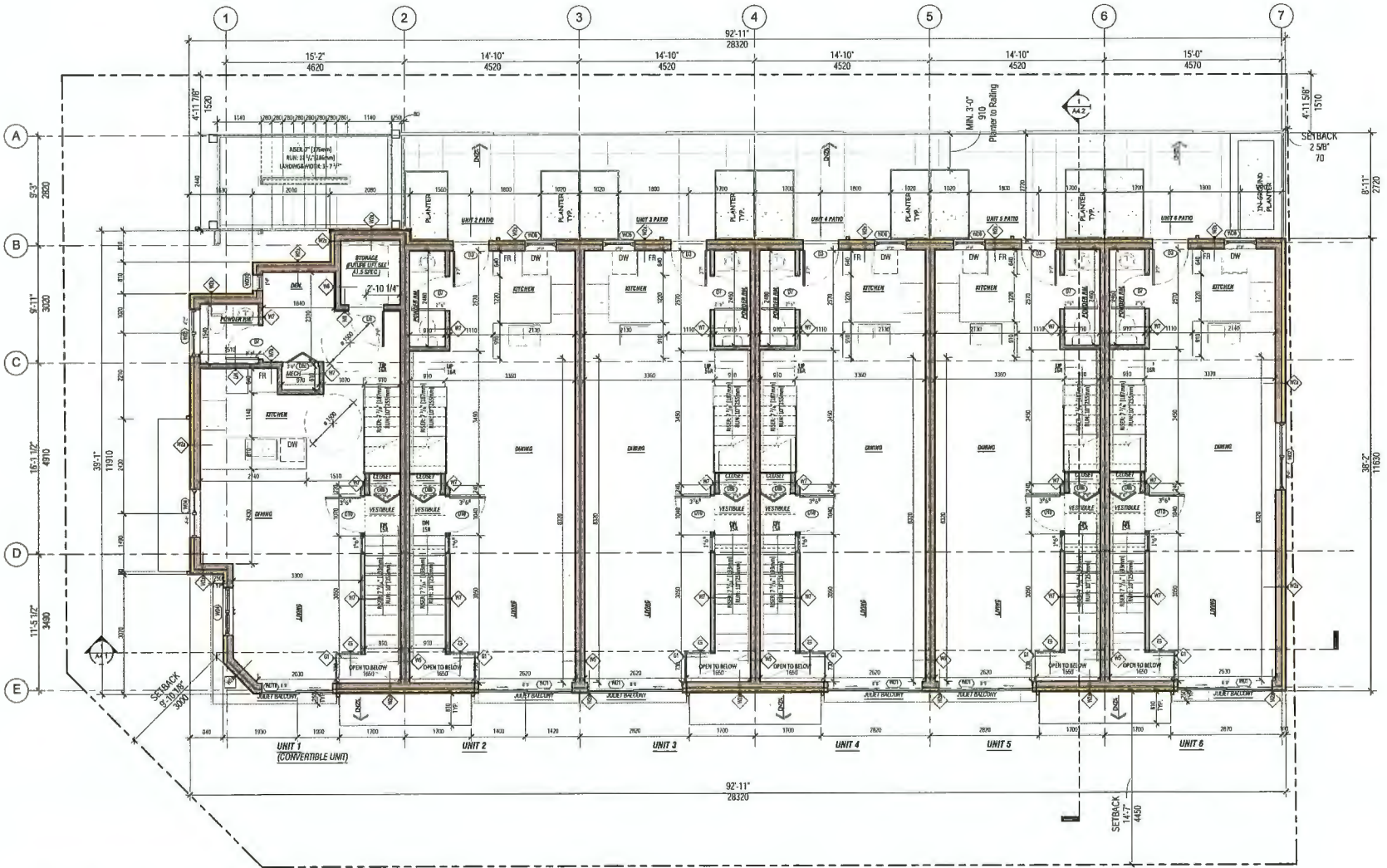
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Scale:

Print date: **May 2, 2024**

Dwg. no.

A2.2



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conney Rd (Existing)
 8399 Cooney Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 8 2024	Issued by DFP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire lighting Update
7	Jul 29 2022	Absorb Update
6	Jul 8 2022	BP Submission
5	Jan 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Planning application (Traffic Revision)
2	May 13 2021	Planning application (Revised)
1	Jan 13 2020	Proposed new Parking Layout

Sheet Title
THIRD FLOOR PLAN

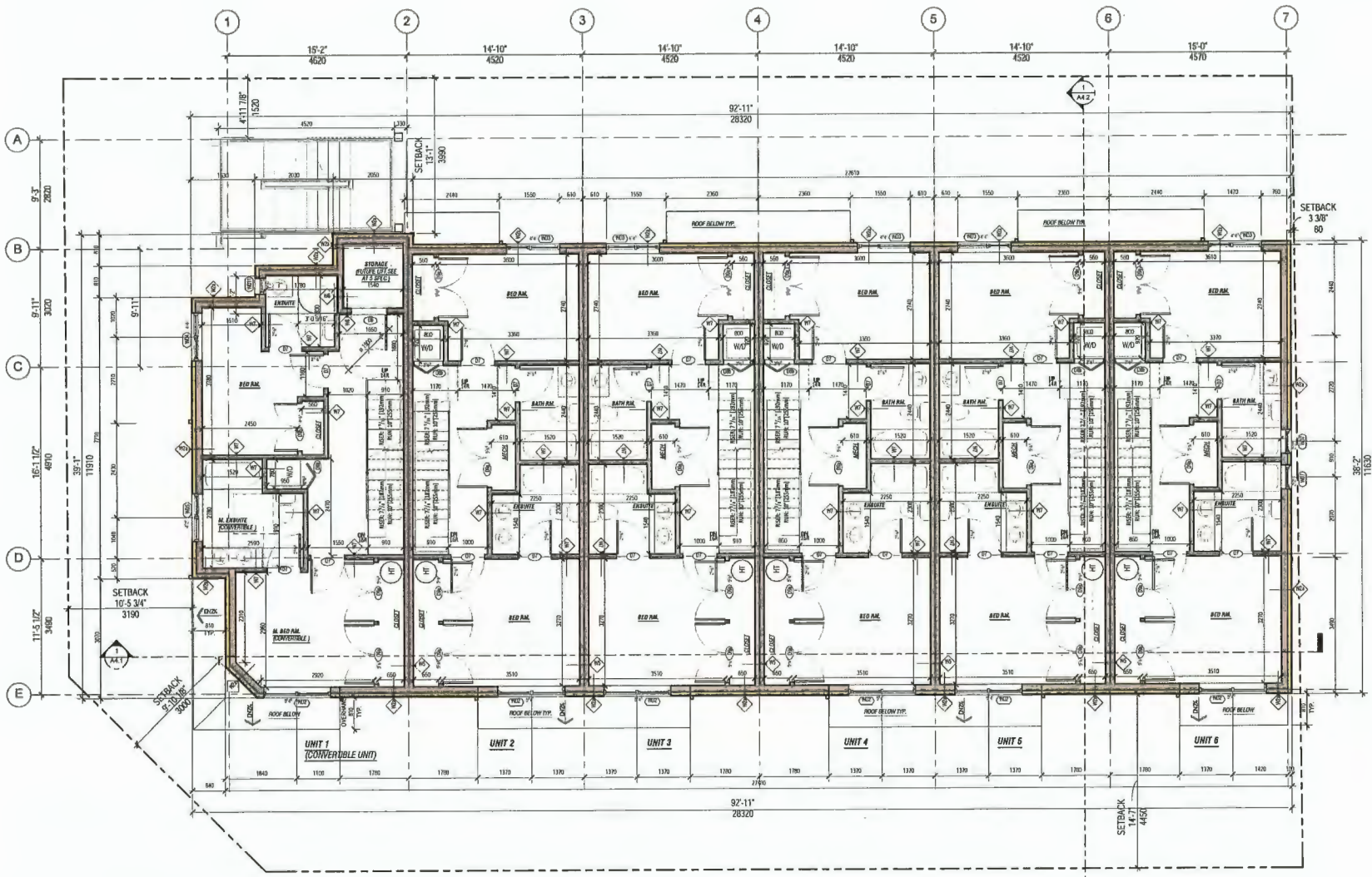
Drawn: **CL**

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Scale:

Print date: **May 2, 2024**

Dwg. no.
A2.3



THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"



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 Vancouver, B.C. V6K 4E4

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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conney Rd (Existing)
 8399 Conney Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 9 2024	Issued for ODP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire lighting update
7	Jul 29 2022	Abolish update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Resubmission application (Traffic Revision)
2	May 13 2021	Resubmission application (Revised)
1	Jun 13 2020	Proposed w/ New Parking Layout

Sheet Title
**FOURTH FLOOR
 PLAN**

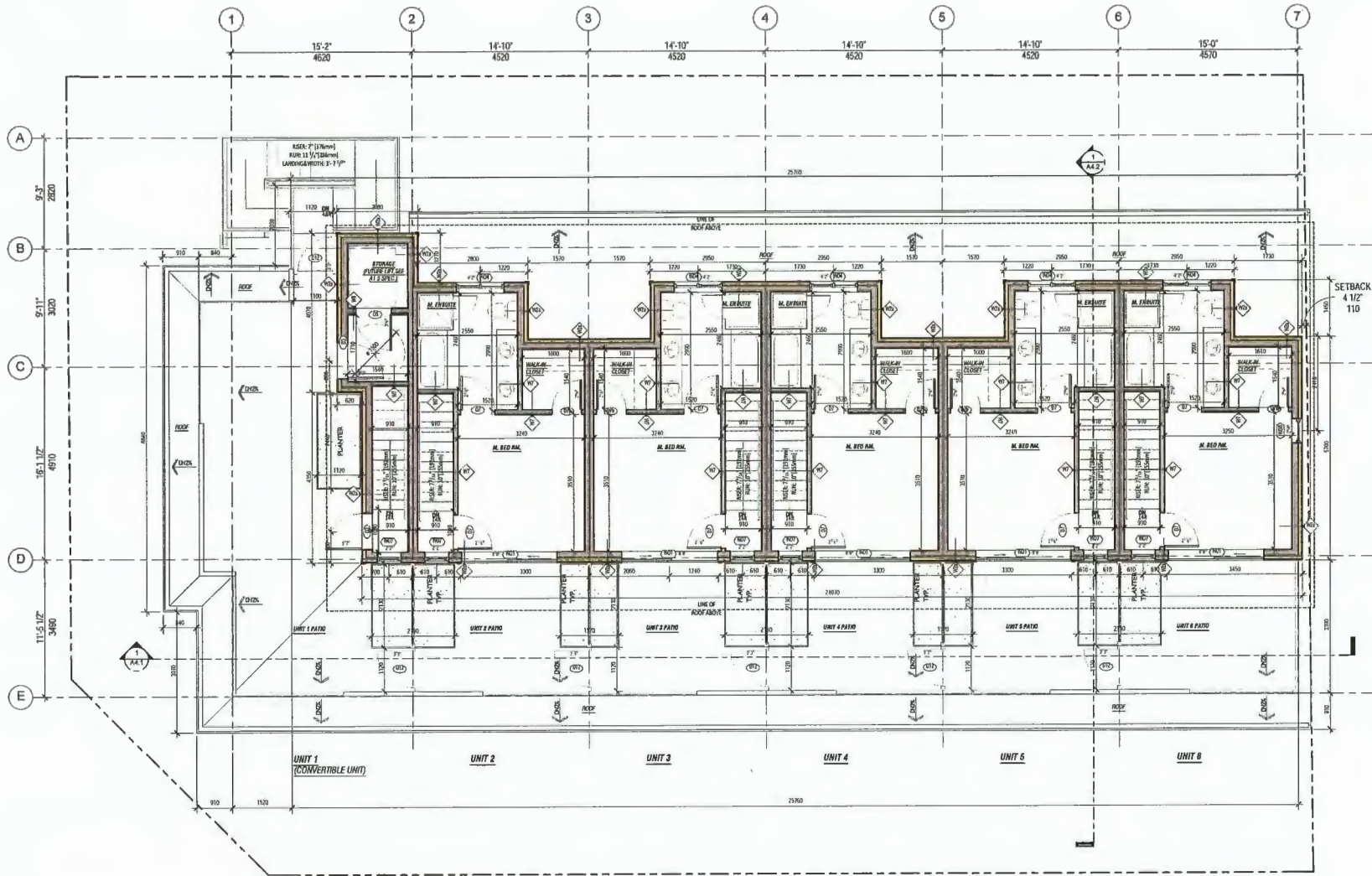
Drawn: **CL**

Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no.
A2.4



FOURTH FLOOR PLAN
 SCALE: 1/4" = 1'-0"



1 778-378-8918 / 1 604-600-0775
 e kenneth@kka.ca
 211-293 West Broadway
 Vancouver, B.C. V6C 2E4

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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conney Rd (Existing)
 8399 Conney Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 8 2024	Issued for DPP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire fighting update
7	Jul 29 2022	Abomit update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Revising approval (Final Revision)
2	May 13 2021	Revising approval (Revised)
1	Jan 13 2020	Proposed w/ Fire Ratings Layout

Sheet Title
ROOF PLAN

Drawn: **CL**

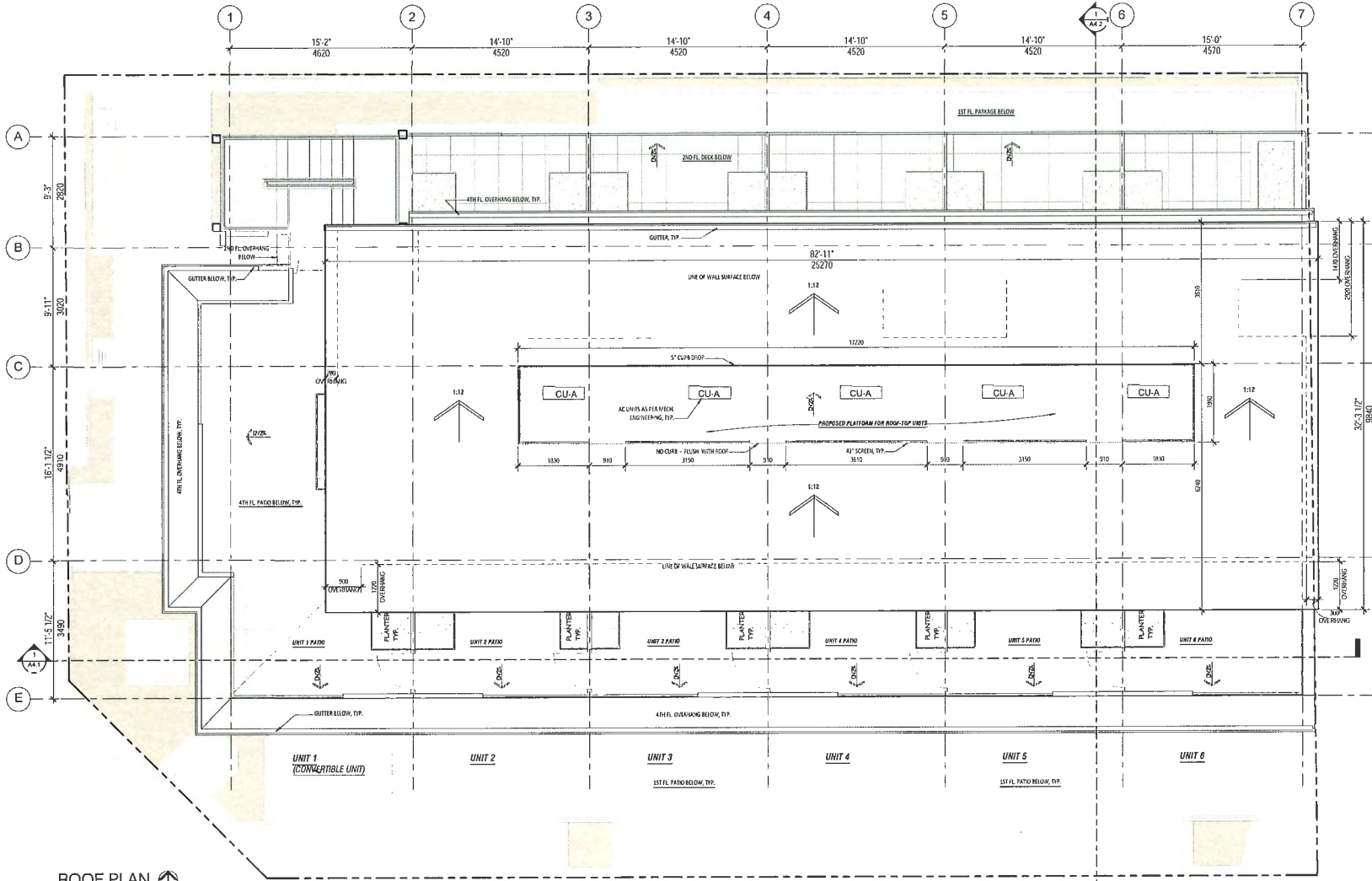
Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no.

A2.5



ROOF PLAN

SCALE 1/4" = 10"

NOTE: ALL ROOF COVERING MATERIALS SHALL BE CLASS A, B, OR C AS PER CAN/ULC-S107- *FIRE TEST OF ROOF COVERINGS*



1 778.579-8218 / 1 604-600-0775
 211 2023 West Broadway
 Vancouver, B.C. V6K 2E4

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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Conney Rd (Existing)
 8399 Cooney Rd (Proposed)
 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 6 2024	Issued for OHP
12	May 3 2024	BP Revision 2
11	Apr 23 2024	DP Revision 2
10	Jun 12 2023	DP Revision 1
9	Jun 5 2023	BP Revision 1
8	Aug 19 2022	Fire fighting update
7	Jul 25 2022	Abort update
6	Jul 5 2022	BP Submission
5	Jun 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Planning application (Final Revision)
2	May 13 2021	Planning application (Revised)
1	Jan 13 2020	Preparation of Final Parking Layout

Sheet Title
**LONGITUDINAL
 SECTION 1**

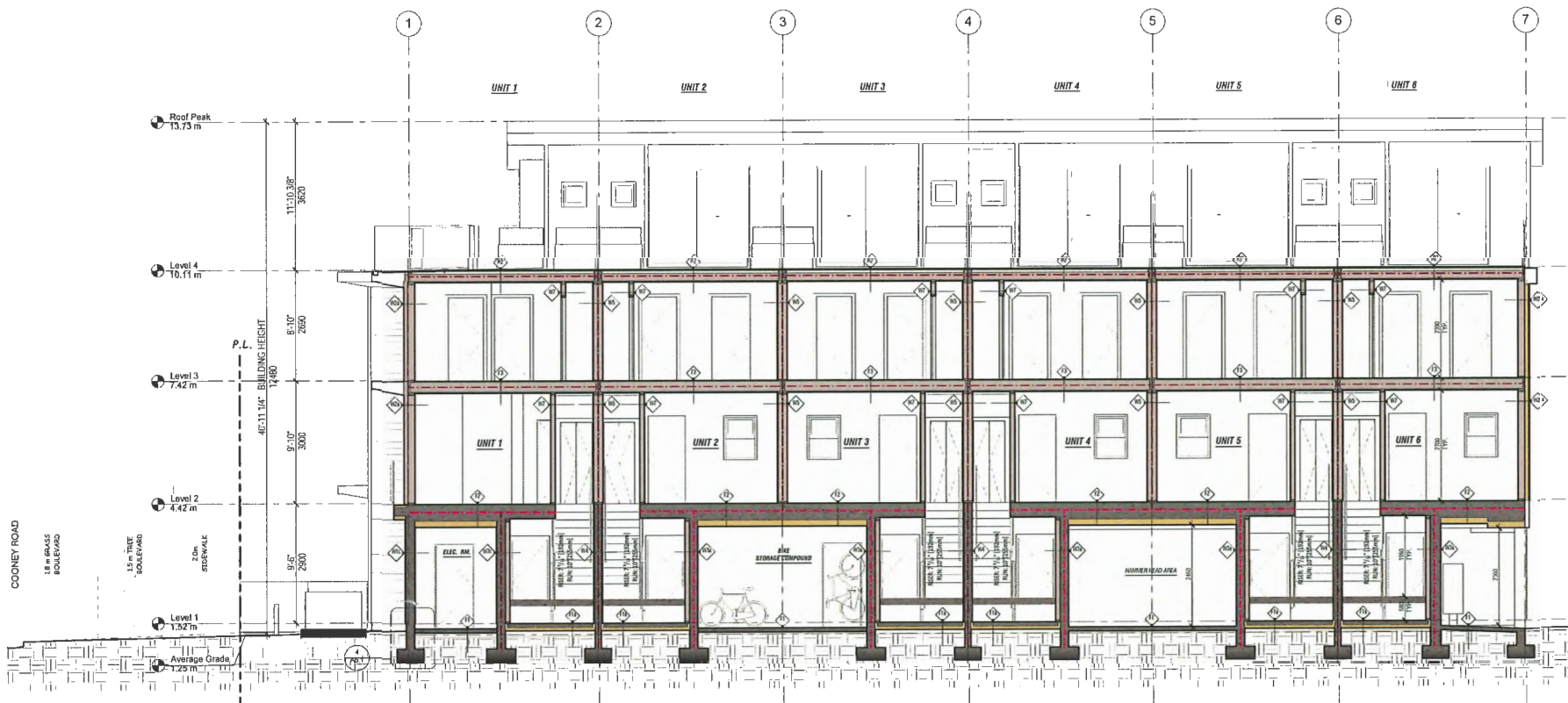
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Scale:

Print date: **May 2, 2024**

Dwg. no. **A4.1**



LONGITUDINAL SECTION 1

SCALE: 1/4" = 1'-0"
 --- 1.5M IRR Separation
 --- 1.0M IRR Separation



1 778-70-8910 / 1 604-800-0775
 k.kim@kka.ca
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Project Title
**6-UNIT
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 Richmond, BC

Sign & Seal

No.	Date	Revision
12	May 8 2024	Issued for DPP
12	May 3 2024	BP Revis on 2
11	Apr 23 2024	BP Revis on 2
10	Jun 12 2023	BP Revis on 1
9	Jun 9 2023	BP Revis on 1
8	Aug 19 2022	Fire fighting update
7	Jul 29 2022	About update
6	Jul 6 2022	BP Submission
5	Jun 21 2022	OP Updated Set
4	Feb 25 2022	OP Submission Set
3	Jun 9 2021	Prezoning application (draft) based on rezoning application (revised)
2	May 13 2021	Prezoning application (revised)
1	Jan 13 2020	Proposed New Parking Layout

Sheet Title
CROSS SECTION 1

Drawn: **CL**

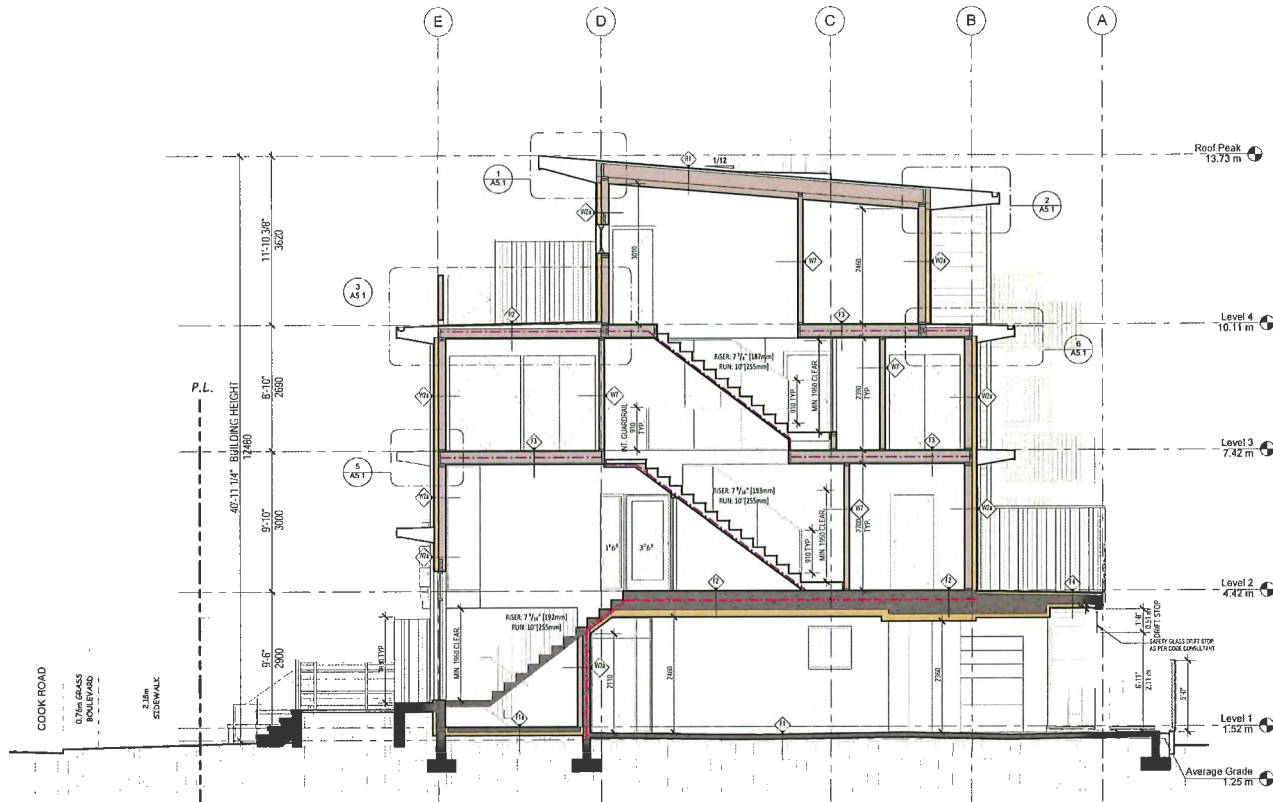
Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no.

A4.2



CROSS SECTION 1

SCALE: 1/4" = 1'-0"

150mm RFR Spacing
 100mm RFR Spacing

APPENDIX 3: SHADOW ANALYSIS



SPRING/FALL EQUINOX 10AM



SPRING/FALL EQUINOX 2PM



SUMMER SOLSTICE 10AM



SUMMER SOLSTICE 2PM

SHADOW ANALYSIS 
SCALE= 1:300



**Kenneth
Kim
Architecture
Inc**

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 6 Newcombe Street
 211-2222 West Broadway
 Vancouver, B.C. V6K 2E4

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Project Title
**6-UNIT
 TOWNHOUSE**
 6500 Connsy Rd (Existing)
 8399 Coonsey Rd (Proposed)
 Richmond, BC

Sign & Seal

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5	Jan 21 2022	DP Updated Set
4	Feb 25 2022	DP Submission Set
3	Jun 9 2021	Precedent Application (Traffic Revision)
2	May 13 2021	Precedent Application (Revised)
1	Jan 13 2020	Proposed New Parking Layout

Sheet Title
SHADOW ANALYSIS

Drawn: **CL**

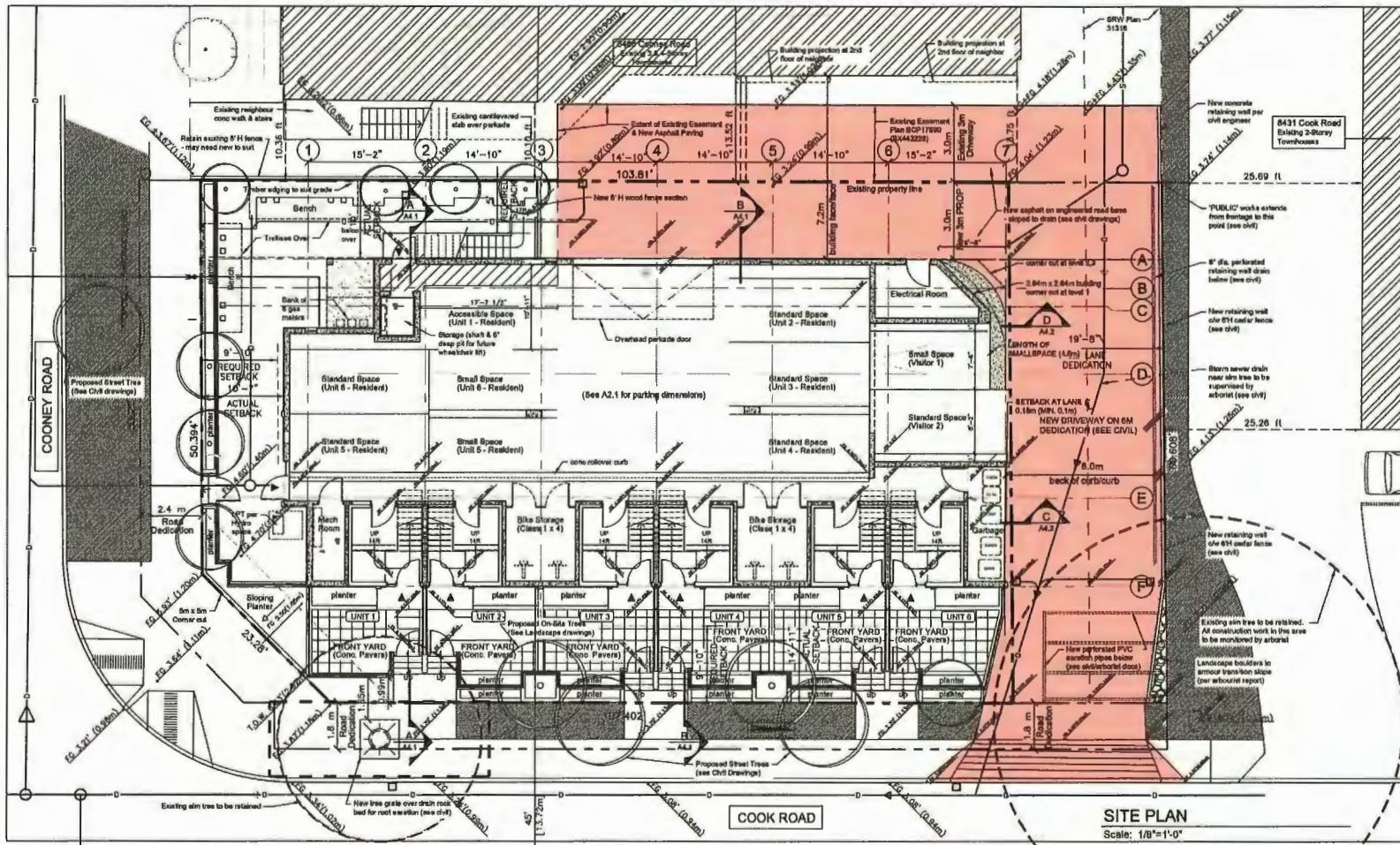
Checked: **KK**

Scale:

Print date: **May 2, 2024**

Dwg. no.
A1.4

APPENDIX 4: THE ORIGINAL OF CURRENT PROPOSAL



OLD SITE PLAN

N.T.S



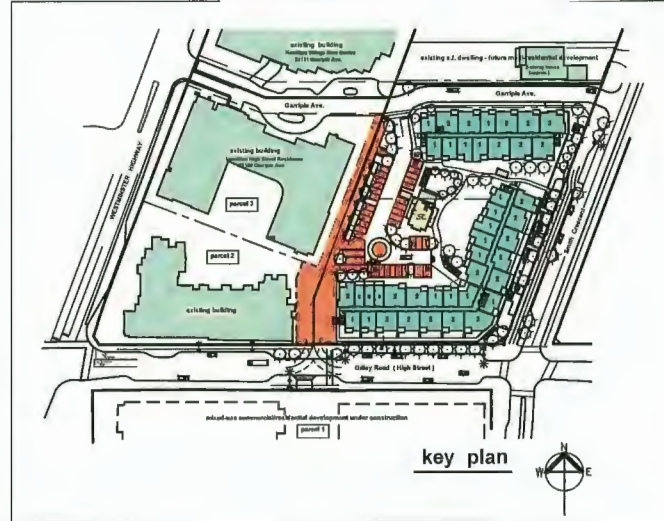
NOTE: This page is only a reference to help explain the background of this project.

<p>Kenneth Kim Architecture Inc t: 778-379-9918 f: 604-800-0775 e: kenneth@kkai.ca 211-2223 West Broadway Vancouver, B.C. V6K 2E4</p>	<p>THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT.</p> <p>COPYRIGHT RESERVED. THIS PLAN AND DESIGN ARE AND SHALL REMAIN AT ALL TIMES THE EXCLUSIVE PROPERTY OF KENNETH KIM ARCHITECTURE INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.</p>	<p>Project Title</p> <p>6-UNIT TOWNHOUSE</p> <p>6500 Conney Rd (Existing) 8399 Cooney Rd (Proposed) Richmond, BC</p>	<p>Consultants</p>	<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Revision</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>May 8 2024</td> <td>Issued for DPP</td> </tr> </tbody> </table>	No.	Date	Revision	1	May 8 2024	Issued for DPP	<p>Sheet Title</p> <p>PROJECT HISTORY/ OLD SITE PLAN</p>	<p>File number: _____ Scale: _____</p> <p>Drawn: CL Dwg. no. _____</p> <p>Checked: KK</p> <p>Print date: May 8, 2024</p>	<p>A7.2</p>
		No.	Date	Revision									
1	May 8 2024	Issued for DPP											
<p>Scale: 1/8"=1'-0"</p>													

Schedule 4 to the Minutes of the Development Permit Panel meeting held on Wednesday, May 15, 2024

consultants :

OWNER :	MASKEEN (HAMILTON) PROPERTIES CORP. TEL: (604) 502-9096 fax: (604) 502-9035 email info@maskeen.ca
SURVEYOR :	UNDERWATER LAND SURVEYING LTD. TEL: (604) 574-7311 fax: (604) 574-3018 email matt@underwater.ca
CIVIL ENGINEER :	H.Y. ENGINEERING/SURVEYING TEL: (604) 583-1616 fax: (604) 583-1737 email hyengineering.com
TRAFFIC ENGINEER :	CTS TRAFFIC ENGINEERING TEL: (604) 936-6190 fax: (604) xxx-xxxx email gvlieg@cts-bc.com
ARBORIST :	ARBORTECH CONSULTING TEL: (604) 276-3484 fax: (604) 276-9554 email norm@arbortechbc.ca
LANDSCAPE ARCH. :	PMG LANDSCAPE ARCHITECTS TEL: (604) 294-0011 fax: (604) 294-0022 email Ben@pmglandscape.com
CODE CONSULTANT :	PONTEM GROUP TEL: (604) 363-7329 email echen@pontemgrp.com



drawing list :

A-0	cover sheet
A-1	project data
A-2	parkade plan
A-3	site plan/ground floor plan
A-4	plans - levels 2 through 5
A-5a-A5b	building A elevations
A-5c	building B elevations
A-6a	streetscapes
A-6b	streetscapes
A-7	site sections
A-8a-8b	detail site sections
A-9	site details
A-10a-10b	apartment unit plans
A-10c	affordable opt. unit plans
A-10d	opt. unit distribution
A-10e	bylaw floor area calculation
A-10f	detail floor plans - lobbies
A-11a	amenity building plans
A-11b	amenity building elevations
A-12	community police office
A-13	shadow costs
A-14a	model views
A-14b	model views
A-14c	model views
S-2	site grading plan
S-3	dedications & R.O.W.s
S-5	construction phasing plan



view from north-west



view from south-east

cover sheet

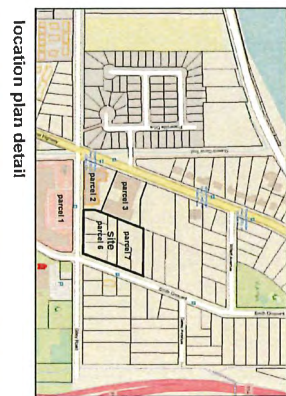
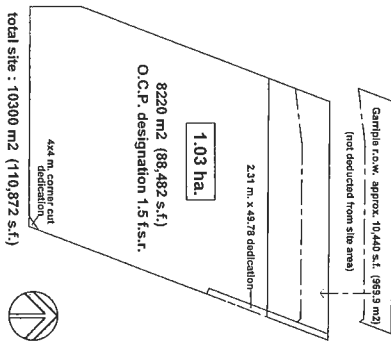
parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

ADP submission
Feb. 26, 2024
revised to May 6, 2024

A0

CNCL - 333

05	4-02-24	re-based for E.P.	
04	2-26-24	re-based for DP/ADP	
03	4-12-23	re-based for DP	
02	4-12-23	re-based for DP	
01	10-02-23	re-based for zoning	
			Drawn
			Date
			Description
<p>Ionic Architecture Inc. Architects C.I.B.C. 200-1111 West 10th Street Vancouver, BC V6H 1T1 Tel: (604) 276-9554 www.ionic-architects.com</p>			
Sheet	Drawn By	cover sheet	
as noted	at		
04	February 2022	Project No.	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.
04	21-2138	A-0	



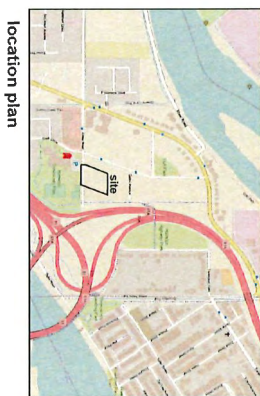
project data :
proposed zoning : ZMU53 Neighbourhood Village Centre (Hamilton)
site area :
 110,872 s.f. (10300 m² = 1.03ha)
 (after road dedications)
building areas :

Block A -
 ground floor - 24,696 s.f.
 2nd floor - 22,374 s.f.
 3rd floor - 22,374 s.f.
 4th floor - 22,374 s.f.
 5th floor - 22,374 s.f.
total - 114,126 s.f. (10,608.4 m²)

Block B -
 ground floor - 12,892 s.f.
 1st floor - 12,892 s.f.
 2nd floor - 12,892 s.f.
 3rd floor - 12,892 s.f.
 4th floor - 12,892 s.f.
total - 50,848 s.f. (4,723.8 m²)

total buildings A & B - 165,000 s.f. (15,332.2 m²)
 (after 100% office rooms
 as permitted by zoning bylaw - refer to diag. 10a)

F.A.R. : 114,401 + 50,475 = 164,877 / 110,872 = 1.48Z
site coverage : 4223 m² 43%



unit types : **Block A :** **Block B :** **total :**

studio	55	23	78
1-bedroom	10	76	86
2-bedroom	59	87	146
3-bedroom	18	8	26
total	132	194	326

parking provision :
 required per bylaw :
 standard apt. - 187 x 1.4 = 264 (TDM rate)
 affordable apt. - 19 x 1 = 19
 CPO - 4580 - 186 x 2 = 36
 commercial - (743 m²)
 total req'd - 293 spaces
 provided - 24 surface spaces
 -293 spaces

(TDMs to support 1.4 residential parking ratio - refer to CTR report)

bicycle parking required :
 residential spaces required : 186 x 1.5 = 279 spaces
 provided : parkade - 279 spaces
 total : 279 spaces

indoor amenity :
 commercial spaces required : 5 spaces total
 provided : 2 class 1, bike lockers in parkade
 (2 spaces within CPO not counted)
 total : 479 spaces

outdoor amenity :
 required : 1076 s.f. (100 m²)
 provided : 2350 s.f. (228 m²)
 required : 786 x 6 = 4716 m² (12,013 s.f.)
 provided : approx. 13,200 s.f. = 1226 m²

building height :
 max. allowed per bylaw : 4-story @ 17.0 m. (55.77 ft.)
 5-story @ 20.0 m. (65.61 ft.) fronting Gully
 4-story @ 16.58 m. (54.51 ft.) sides, B
 5-story @ 19.98 m. (65.51 ft.) sides, A

affordable housing data :

minimum unit areas per AHS Strategy :

studio unit	400 s.f. / 37 m ²
1-bedroom unit	500 s.f. / 46 m ²
2-bedroom unit	741 s.f. / 69 m ²
3-bedroom unit	980 s.f. / 91 m ²

affordable units provided :

studio units	none
1-bedroom BS	2 x 522 = 1044 s.f.
1-bedroom CS	2 x 478 = 956 s.f.
2-bedroom CA	9 x 548 = 4932 s.f.
2-bedroom CB	1 x 854 = 854 s.f.
3-bedroom D1	3 x 1072 = 3216 s.f.
3-bedroom D2	3 x 1020 = 3060 s.f.
19 units total	16,090 s.f.

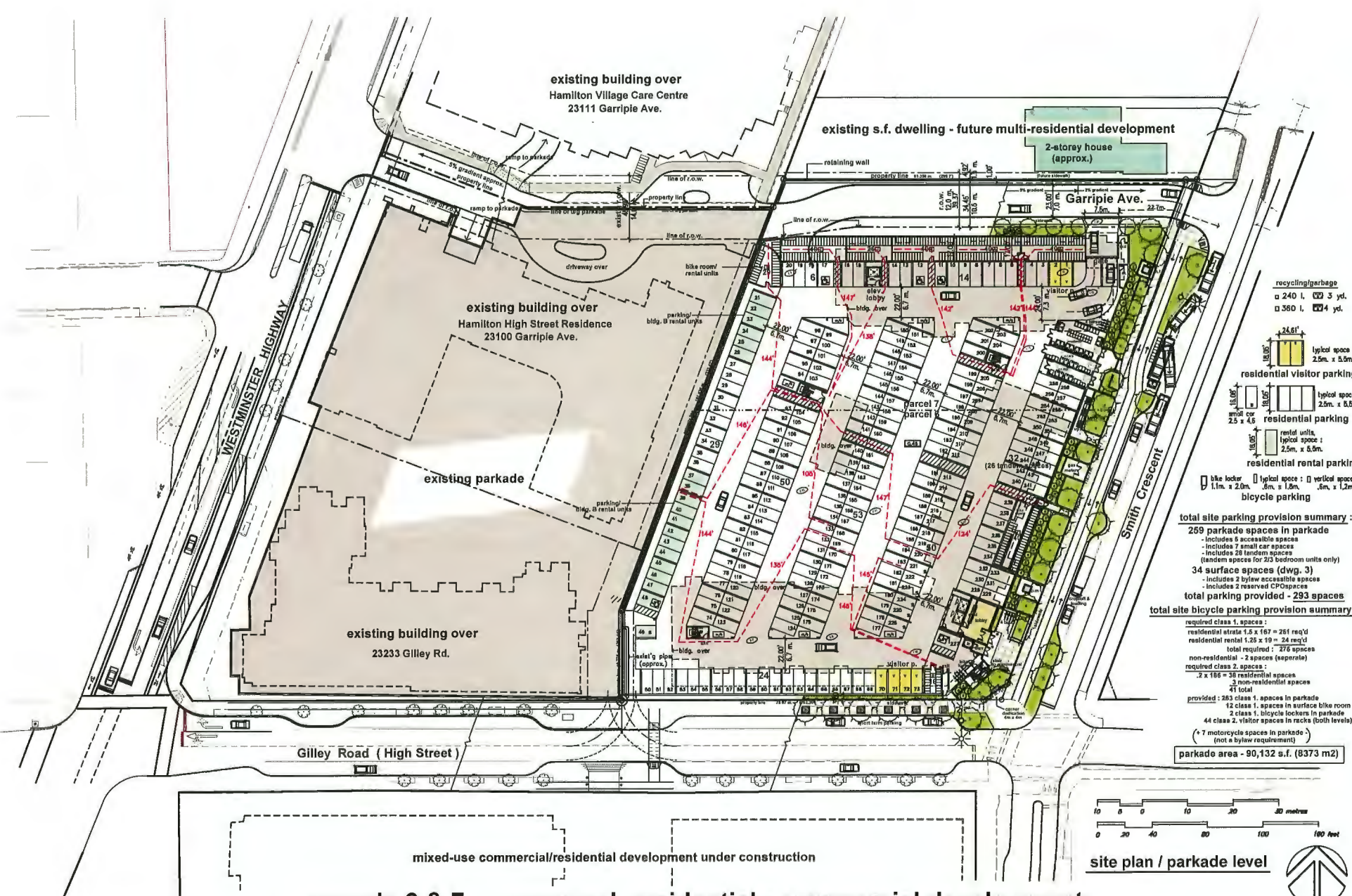
(min. required area = 15,089 s.f. - 548 (10%)
 affordable units provided = 19
 11118 = 57.5% 3-bedroom units
 6719 = 31.5% 2-bedroom units
 100%

parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands

Richmond B.C.

ADP submission
 Feb. 26, 2024
 revised to April 12, 2024

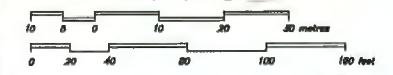
Rev	no	date	description
05	21-2138	Feb. 26, 2024	proposed development



- recycling/garbage
 - 240 l. 3 yd.
 - 360 l. 4 yd.
- residential visitor parking
 - typical space: 2.5m x 5.5m
- residential parking
 - typical space: 2.5m x 8.5m
- residential rental parking
 - typical space: 2.5m x 8.5m
- bicycle parking
 - typical space: 1.1m x 2.0m
 - typical space: 0.8m x 1.8m
 - typical space: 0.8m x 1.2m

total site parking provision summary:
 269 parkade spaces in parkade
 - includes 6 accessible spaces
 - includes 7 small car spaces
 - includes 28 tandem spaces (tandem spaces for 20 bedroom units only)
 34 surface spaces (dwg. 3)
 - includes 2 bylaw accessible spaces
 - includes 2 reserved CPD spaces
total parking provided - 293 spaces

total site bicycle parking provision summary:
 required class 1, spaces:
 residential strata 1.5 x 167 = 251 req'd
 residential rental 1.25 x 19 = 24 req'd
 total required: 275 spaces
 non-residential - 2 spaces (separate)
 required class 2, spaces:
 2 x 186 = 368 residential spaces
 3 non-residential spaces
 41 total
 provided: 263 class 1, spaces in parkade
 12 class 1, spaces in surface bike room
 2 class 1, bicycle lockers in parkade
 44 class 2, visitor spaces in parkade (both levels)
 (+ 7 motorcycle spaces in parkade - not a bylaw requirement)
parkade area - 90,132 s.f. (8373 m2)



site plan / parkade level



Rev.	Date	Description
01	2-22-24	issued for DP
02	11-27-23	issued for DP
03	7-17-23	revised for D.P. submission
04	4-12-23	revised for rezoning
05	10-05-23	original rezoning submission

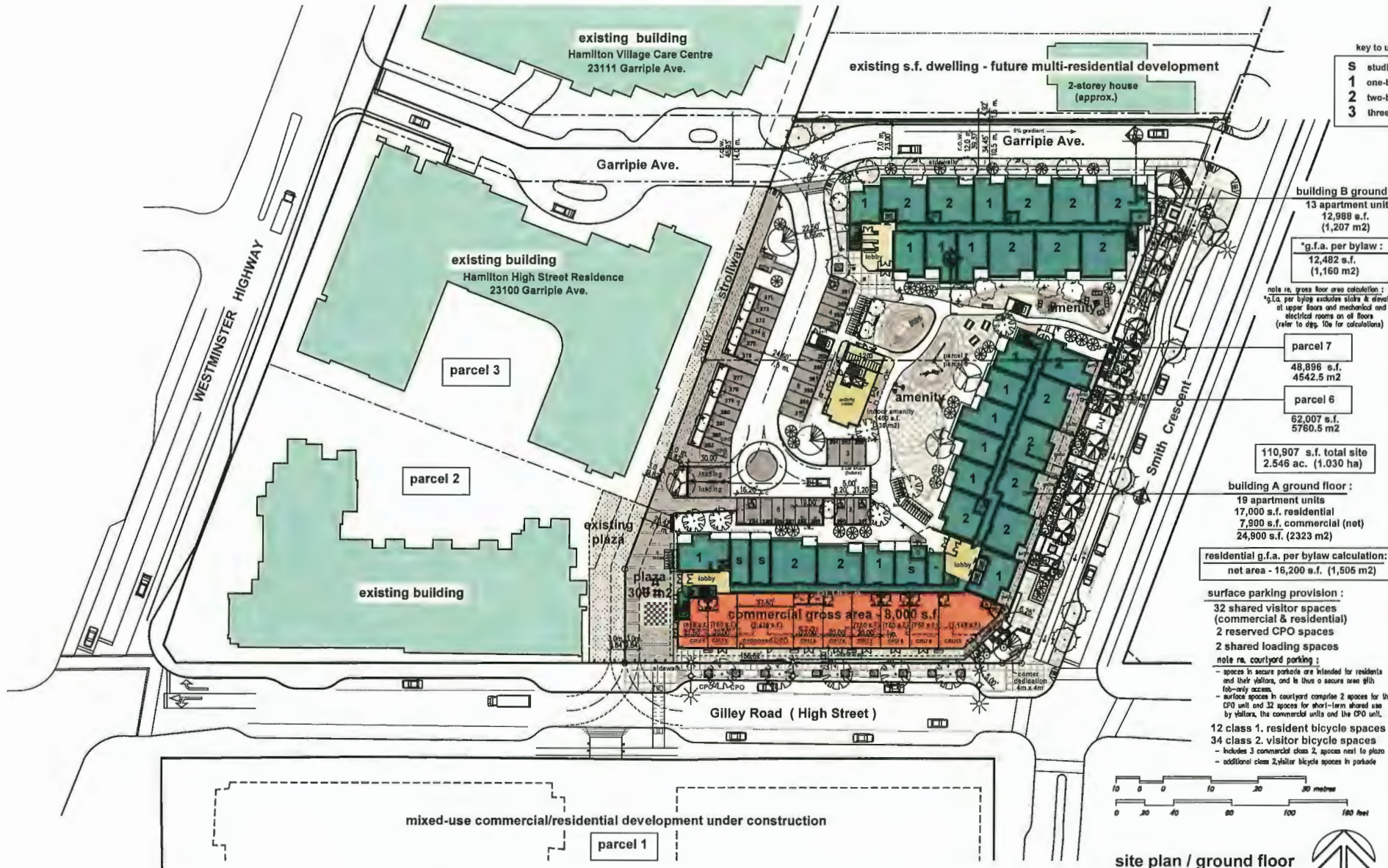
Drawn	Checked	Project Name	Project No.
Jonic Architecture Inc.	Jonic Architecture Inc.	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.	A-2

Issue	Date	Project No.
05	July 2023	21-2138

parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

ADP submission
 Feb. 26 2024
 revised to May 6 2024

issued for D.P.



key to unit types :

- S studio unit
- 1 one-bedroom unit
- 2 two-bedroom unit
- 3 three-bedroom unit

building B ground floor :
13 apartment units
12,988 s.f.
(1,207 m²)

*g.f.a. per bylaw :
12,482 s.f.
(1,160 m²)

note re. gross floor area calculation :
*g.f.a. per bylaw excludes stairs & elevator
at upper floors and mechanical and
electrical rooms on all floors
(refer to diag. 10a for calculations)

parcel 7
48,896 s.f.
4542.5 m²

parcel 6
62,007 s.f.
5760.5 m²

110,907 s.f. total site
2.546 ac. (1.030 ha)

building A ground floor :
19 apartment units
17,000 s.f. residential
7,900 s.f. commercial (net)
24,900 s.f. (2323 m²)

residential g.f.a. per bylaw calculation:
net area - 16,200 s.f. (1,506 m²)

surface parking provision :
32 shared visitor spaces
(commercial & residential)
2 reserved CPO spaces
2 shared loading spaces
note re. courtyard parking :
- spaces in secure parkade are intended for residents
and their visitors, and to thus a secure area with
lock-only access.
- surface spaces in courtyard comprise 2 spaces for the
CPO unit and 32 spaces for short-term shared use
by visitors, the commercial units and the CPO unit.
12 class 1, resident bicycle spaces
34 class 2, visitor bicycle spaces
- includes 3 commercial class 2, spaces next to plaza
- additional class 2, visitor bicycle spaces in parkade

Rev.	Date	Description
06	2-20-24	released for DP
04	11-27-23	revised for DP submission
03	7-17-23	revised for DP submission
02	4-12-23	revised remaining submission
01	10-05-21	original remaining submission

Sheet	of	Drawn	Date	Project Name	Project No.	Parcel	Location
05	21-38	ADP	February 2022	proposed development parcels 6 & 7 - Hamilton Lands	201-0000	6 & 7	Richmond B.C.

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

issued for D.P.

ADP submission
Feb. 26 2024
revised to May 6 2024

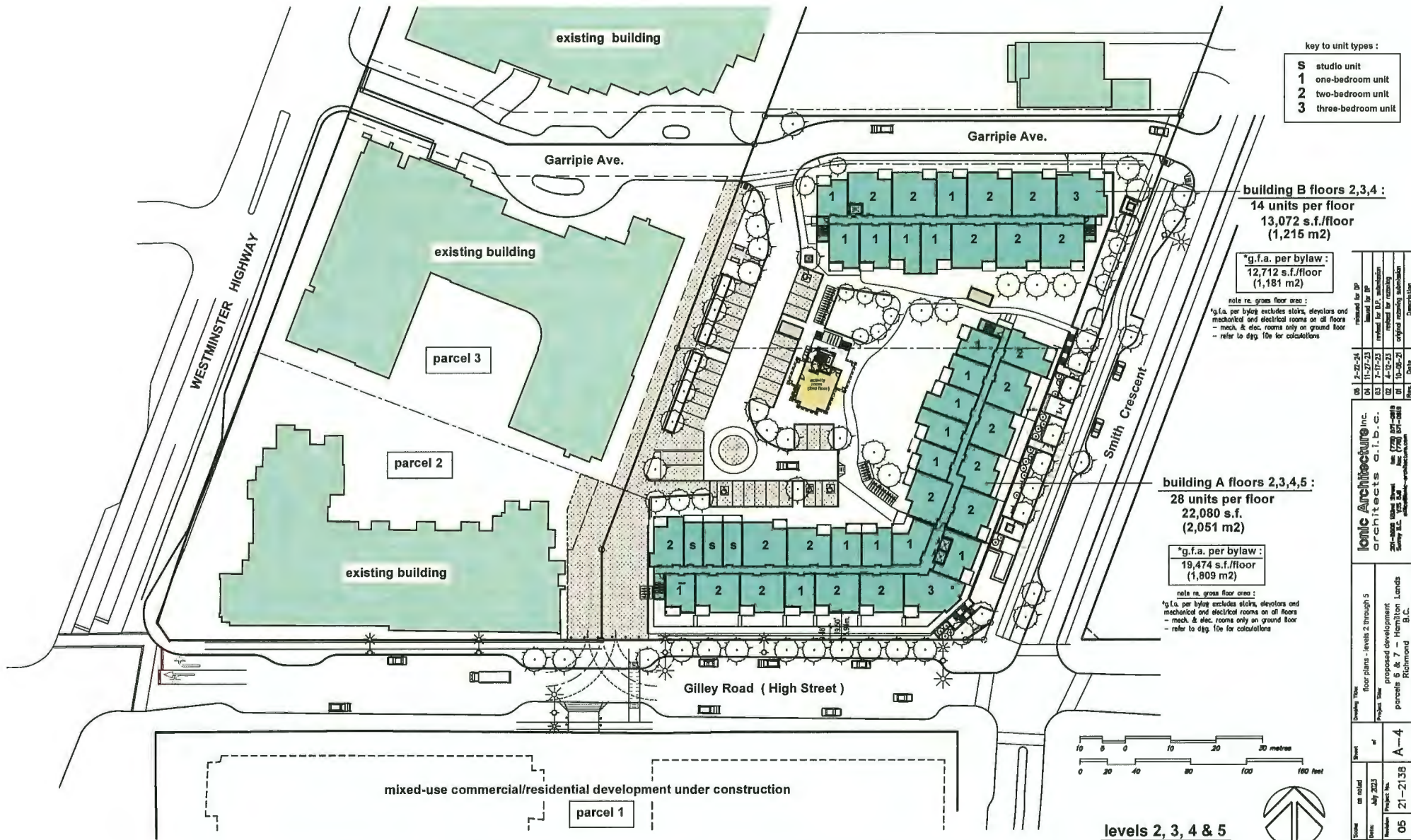


parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

ADP submission for review
 May 5 2024
3a

site plan / dedications & r.o.w.'s

Date	as noted	Sheet	of	Project title	site plan - dedications & r.o.w.'s	Scale	1:1
Date	July 2023	Sheet	of	Project title	proposed development	Scale	1:1
Date	21-2138	Sheet	A3a	Project title	parcels 6 & 7 - Hamilton Lands Richmond B.C.	Scale	1:1



key to unit types :

- S** studio unit
- 1** one-bedroom unit
- 2** two-bedroom unit
- 3** three-bedroom unit

building B floors 2,3,4 :
 14 units per floor
 13,072 s.f./floor
 (1,215 m²)

***g.f.a. per bylaw :**
 12,712 s.f./floor
 (1,181 m²)

note re. gross floor area :
 *g.l.a. per bylaw excludes stairs, elevators and mechanical and electrical rooms on all floors
 - mech. & elec. rooms only on ground floor
 - refer to dpg. 10e for calculations

building A floors 2,3,4,5 :
 28 units per floor
 22,080 s.f.
 (2,051 m²)

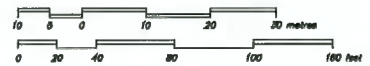
***g.f.a. per bylaw :**
 19,474 s.f./floor
 (1,809 m²)

note re. gross floor area :
 *g.l.a. per bylaw excludes stairs, elevators and mechanical and electrical rooms on all floors
 - mech. & elec. rooms only on ground floor
 - refer to dpg. 10e for calculations

Rev.	Date	Description
01	2-20-24	issued for DP
02	11-27-23	issued for U.P. submission
03	7-17-23	issued for U.P. submission
04	4-12-23	issued for zoning
05	10-05-23	original zoning submission

Ionic Architecture inc.
 architects
 201-888-1888
 201-888-1888
 201-888-1888
 201-888-1888

proposed development
 parcels 6 & 7 - Hamilton Lands
 Richmond B.C.

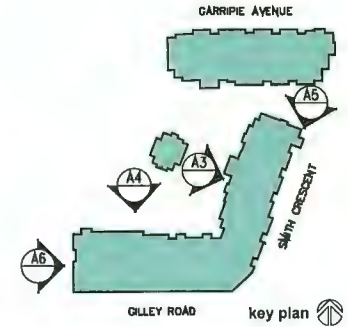


levels 2, 3, 4 & 5

parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

ADP submission
 Feb. 26 2024
 revised to May 6 2024

issued for D.P.



EXTERIOR MATERIALS & FINISHES :	
MATERIAL / FINISH	COLOUR
① STONE	IXL - HARTON ESTATE STONE
② JAMES HARDIE PANELS VERTICAL SIDING STYLE	SMOOTH - PRÄIE - NIGHT GRAY
③ JAMES HARDIE PANELS	SMOOTH - PRÄIE - NIGHT GRAY
④ JAMES HARDIE PANELS	SMOOTH - PRÄIE - ARCTIC WHITE
⑤ JAMES HARDIE PANELS	SMOOTH - PRÄIE - COBBLE STONE
⑥ JAMES HARDIE SOFFIT	SMOOTH - PRÄIE - ARCTIC WHITE
⑦ FAST PLANK SYSTEM	DARK WALNUT
⑧ AL13 METAL PANEL SOLUTION	PEWTER METALLIC
⑨ WINDOWS & DOORS - COMMERCIAL UNITS	BLACK ALUMINUM FRAMES CLEAR GLASS
RESIDENTIAL UNITS	BLACK VINYL & CLEAR GLASS
⑩ JAMES HARDIE FASCIA	PRIME COLOR - PEWTER METALLIC
⑪ CONCRETE	NATURAL CONCRETE
⑫ METAL AND GLASS RAILING	BLACK / NATURAL ANOD. ALUM.
⑬ METAL & GLASS CANOPY	PATTERNED GLASS
⑭ COMMERCIAL SIGNAGE	(VARIES, 3D ILLUMINATED)
⑮ SIGN BACKING SUPPORT	B. COMPOSITE WOOD PLASTIC DARK WALNUT (1/2" x 4")

parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

ADP submission
 Feb. 26 2024
 revised to May 6 2024

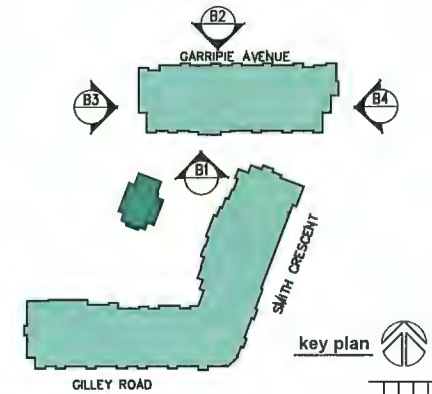
5b

Rev.	Date	Description
01	4-22-24	revised per ADP comments
02	2-25-24	revised for D.P.
03	11-27-23	issued for DP
04	8-30-23	issued for review

Ionic Architecture Inc. architects o.i.b.c. 201-800-1234-5678 1000-1234 St. W. Surrey B.C. V4A 1A1 Tel: (778) 997-8888 Fax: (778) 997-8888 www.ionicarch.com	Drawing Title building "north & west elevations" Project Title PROPOSED DEVELOPMENT parcels 6 & 7 - Hamilton Lands Richmond B.C.	Sheet of A5a
Scale Date Revision Project No.	AUGUST 2023 D4	21-2138



B1 - south elevation to courtyard



key plan



B3 - west elevation

EXTERIOR MATERIALS & FINISHES -	
MATERIAL / FINISH	COLOR
① STONE	DL - WARTON ESTATE STONE
② JAMES HARDIE PANELS VERTICAL SIDING STYLE	SMOOTH - PRIME - NIGHT GRAY
③ JAMES HARDIE PANELS	SMOOTH - PRIME - NIGHT GRAY
④ JAMES HARDIE PANELS	SMOOTH - PRIME - ARCTIC WHITE
⑤ JAMES HARDIE PANELS	SMOOTH - PRIME - COBBLE STONE
⑥ JAMES HARDIE SOFFIT	SMOOTH - PRIME - ARCTIC WHITE
⑦ FAST PLANK SYSTEM	DARK WALNUT
⑧ ALU METAL PANEL SOLUTION	PENNER METALLIC
⑨ WINDOWS & DOORS - COMMERCIAL UNITS	BLACK ALUMINUM FRAMES
	CLEAR GLASS
	BLACK VINYL & CLEAR GLASS
⑩ JAMES HARDIE FASCIA	PRIME COLOR - PENNER METALLIC
⑪ CONCRETE	NATURAL CONCRETE
⑫ METAL AND GLASS RAILING	BLACK / NATURAL ANOD. ALUM.
⑬ METAL & GLASS CANOPY	PATTERNED GLASS
⑭ COMMERCIAL SIGNAGE	(VARIES, 3D ILLUMINATED)
⑮ SIGN BACKING SUPPORT	B. COMPOSITE WOOD PLASTIC
	DARK WALNUT (1/2" x 4")



B4 - east elevation



B2 - north elevation to Garrippe Avenue

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

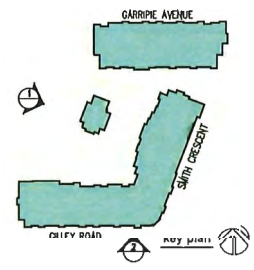
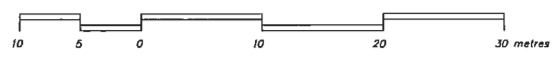
building B elevations

Rev.	Date	Description
01	2-20-24	released for D.P.
02	11-27-23	based for D.P.
03	5-04-23	based for rev. 1

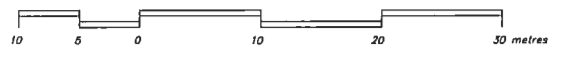
Ionic Architecture Inc.		building B elevations	
architects g.i.b.c.		PROJECT TITLE	
297-4800 Island Street		PROPOSED DEVELOPMENT	
Vancouver BC V6P 4K8		parcels 6 & 7	
Tel: (778) 871-0810		Hamilton Lands	
Fax: (778) 871-0808		Richmond B.C.	
www.ionicarch.com		Sheet	
		of	
Issue		A5c	
As Noted		August 2023	
Revision		Project No.	
03		21-2135	



streetscape to 'strollway'



streetscape to Gilley Road 'High Street'



Smith Crescent

streetscapes

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

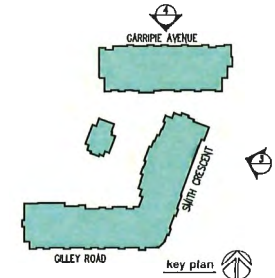
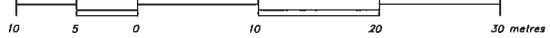
ADP submission
Feb. 26 2024
revised to May 6 2024

6a

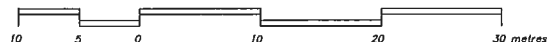
Scale	As Noted	Sheet	of	05	21-2138	A-60
Date	March 2022	Project Title	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.			
Revision		Project No.	201-0000 12345 Street Vancouver B.C. 604-683-9999			
		Drawn	Ionic Architecture Inc. Architects O.I.B.C. 11-27-23			
		Checked	03 4-10-23			
		Reviewed	02 5-18-22			
		Approved	01 2-28-22			
		Revised for DP	05 2-26-24			
		Revised for DP	04 11-27-23			
		Revised for zoning	03 4-10-23			
		Revised for review	02 5-18-22			
		Revised for review	01 2-28-22			
		Rev.	Date	Description		



streetscape to Garripie Avenue



streetscape to Smith Crescent

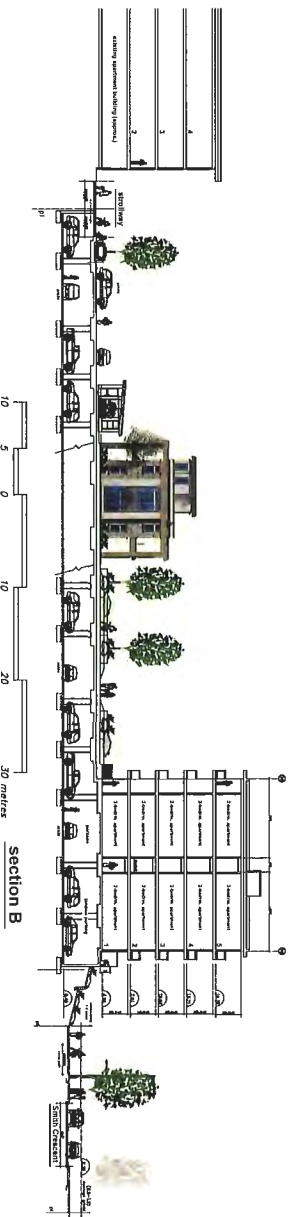
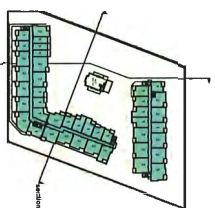


streetscapes

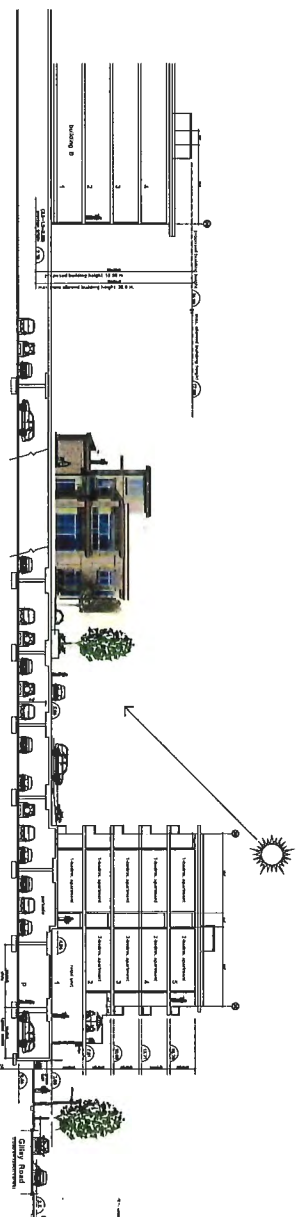
parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

ADP submission
 Feb. 26 2024
 revised to May 6 2024

Scale	As Noted	Sheet	6b
Date	March 2022	of	
Revision	03	Project No.	
Drawing Title: streetscapes - Smith Cres. & Garripie Ave.			
Project Title: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.			
ionic Architecture Inc. architects a.i.b.c. 200-6000 Island Street Surrey B.C. V3W 3J8 Tel: (778) 874-9818 Fax: (778) 874-9818 info@ionic-architects.com			
Revised for DP	11-27-23	Revised for DP	
Revised for review	11-22-23	Revised for review	
Revised for rezoning	04-19-23	Revised for rezoning	
Issue		Date	
Description			



section B



section A

site sections

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands
Richmond B.C.

ADP submission
Feb. 26, 2024
revised to May 6, 2024

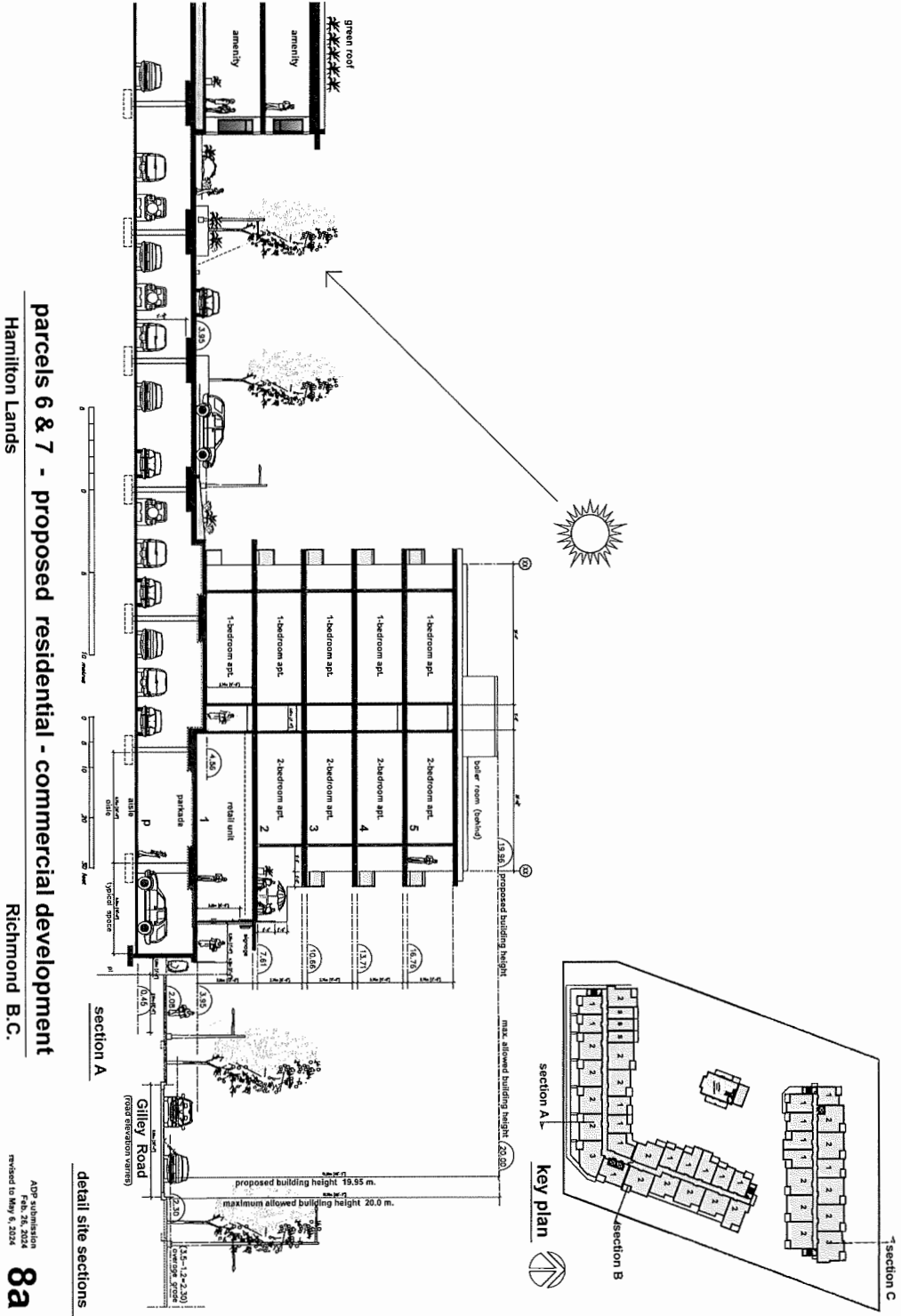
7

CNCL - 344

Ionic Architecture Inc.
architects a.i.b.c.
301-5000 Island Street
Burnaby B.C. V5C 5M8
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Fax: (778) 871-2618
a@ionic-arch.com | www.ionic.com

Rev	Date	Description
04	7-26-24	Issued for ADP
03	11-27-23	Issued for DP
02	6-16-23	Issued for SR
01	4-12-23	Issued for rezoning
Rev	Date	Description

Sheet	as noted	Drawing Title
04	as noted	site sections
04	August 2023	
Project Name: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.		



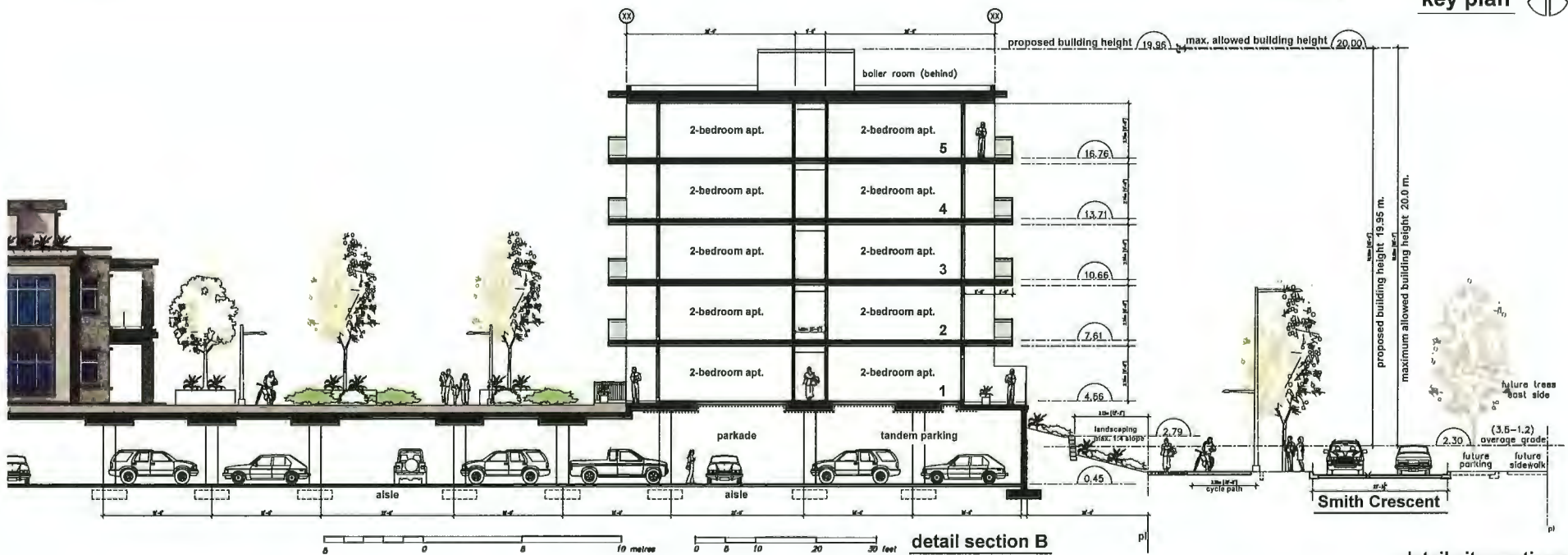
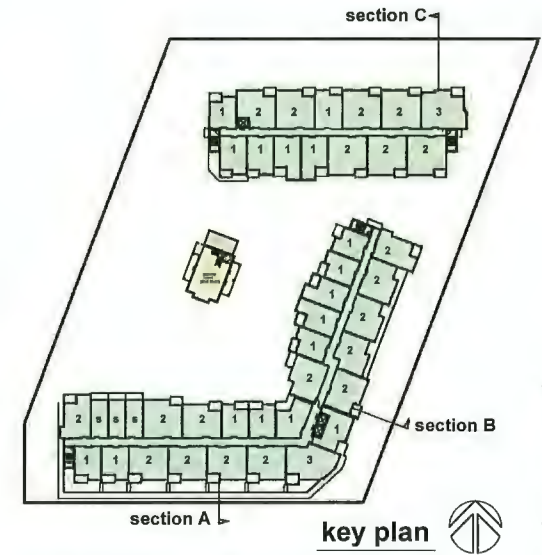
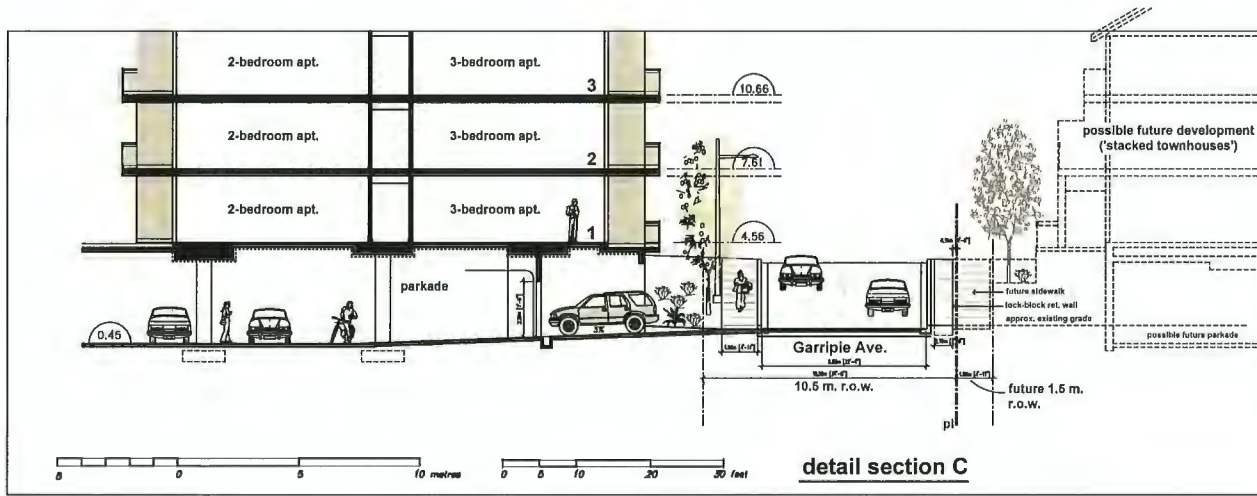
parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands
 Richmond B.C.

ADP submission
 Feb. 26, 2024
 revised to May 9, 2024

Rev	Date	Description
01	4-02-24	re-based for DP.
02	10-27-23	based for DP.
03	4-11-23	rebased for DP.
04	4-12-23	issued for rezoning.

Ionic Architecture Inc.
 architects a.i.b.c.
 201-5002 Howe Street
 Suite 100
 Burnaby B.C. V5A 2G7
 Tel: (778) 877-8818
 Fax: (778) 877-8819
 www.ionic-architects.com

Rev	Date	Drawn	Checked	Project Name	Project File
03	21-2138	A-Ba		proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.	



parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands **Richmond B.C.**

detail site sections

Rev.	Date	Description
04	2-28-24	re-based for D.P.
03	05-27-23	based for D.P.
02	6-14-23	revised for D.P.
01	4-12-23	based for rezoning

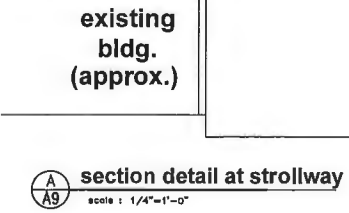
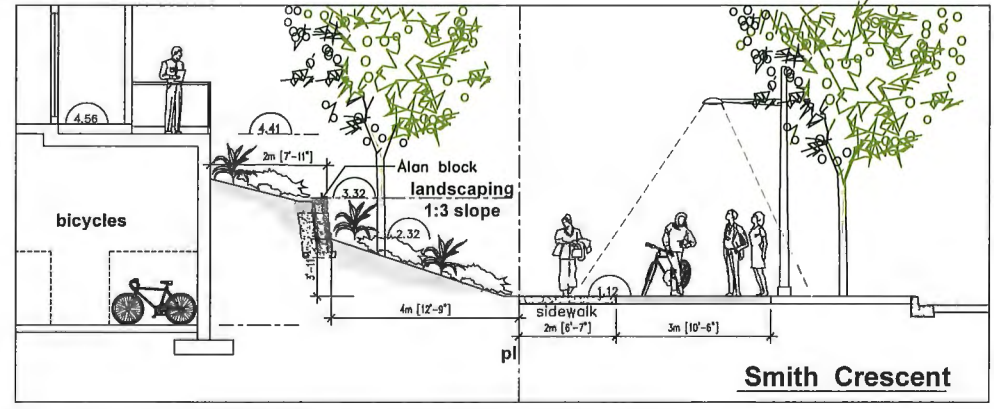
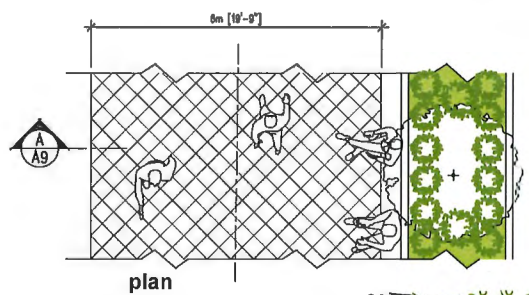
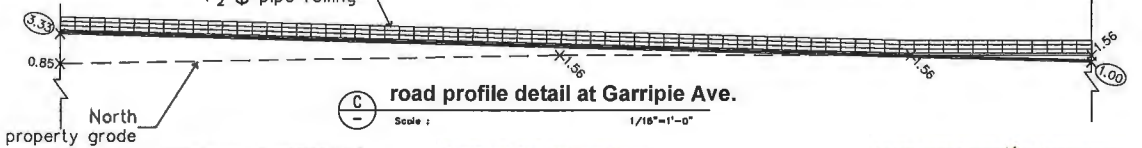
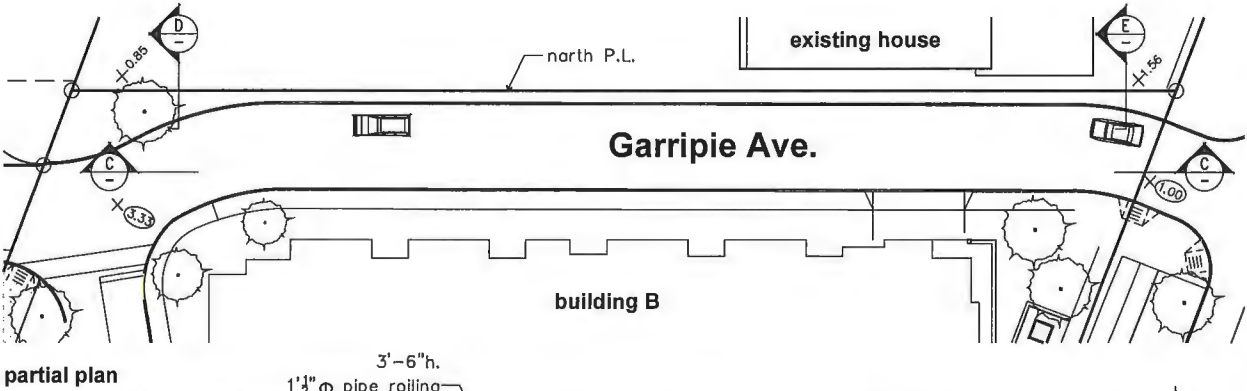
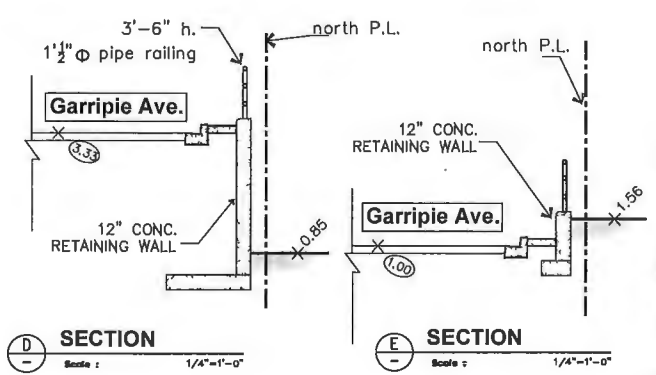
Ionic Architecture Inc.
 architects a.i.b.c.
 201-400 West Street
 Surrey B.C. V4L 1A8
 Tel: (778) 877-0888
 Fax: (778) 877-0888
 www.ionic-arch.com

detail site sections
 proposed development
 parcels 6 & 7 - Hamilton Lands
 Richmond B.C.

Sheet	As Noted	March 2022	at	Project No.	Project Name
A-8b				04-21-2135	

ADP submission
 Feb. 26, 2024
 revised to May 6, 2024

8b



parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands
 Richmond B.C.

site details

ADP submission
 Feb. 26, 2024
 revised to May 6, 2024

Rev.	Date	Description
04	2-22-24	re-based for D.P.
03	11-27-23	based for U.P.
02	4-16-23	based for naming
01	3-29-22	based for review

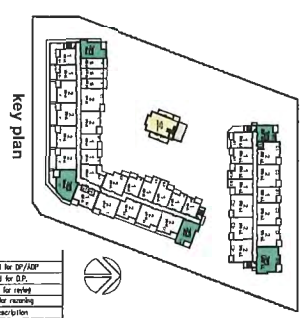
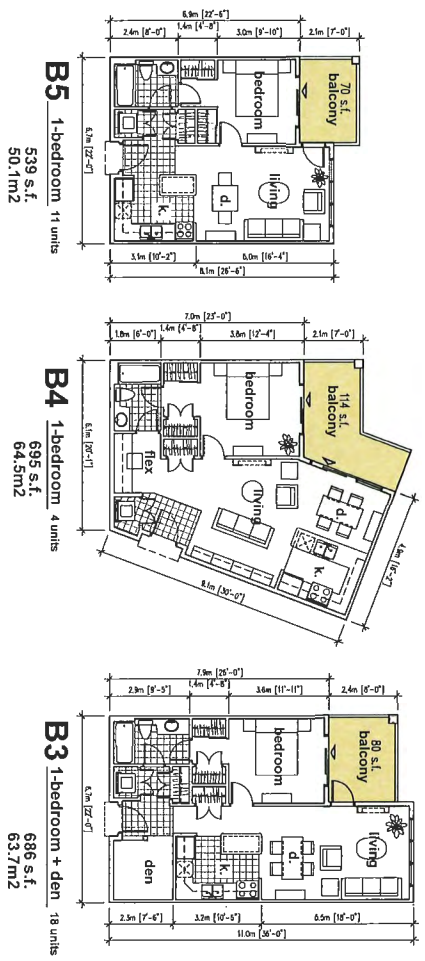
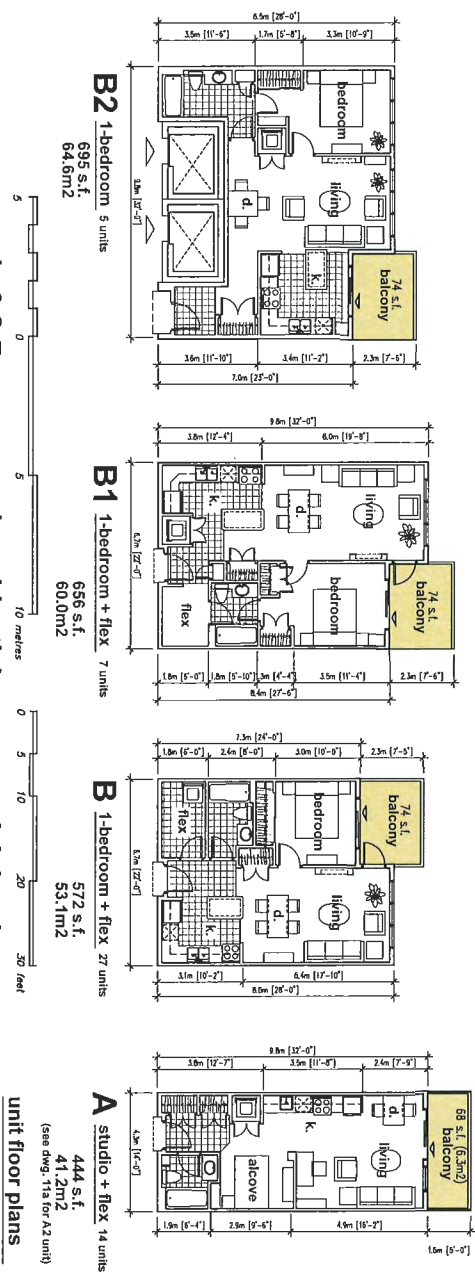
Sheet	Project Title	Site Details
A-9	proposed development parcels 6 & 7 Richmond B.C.	site details

Scale	As Noted	Sheet
D3	March 2022	A-9
03	Project No.	21-2136

Issued for D.P.

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands
Richmond B.C.

ADP submission
revised to May 9, 2024
10a

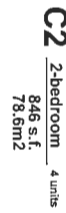
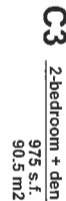
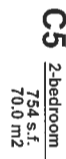
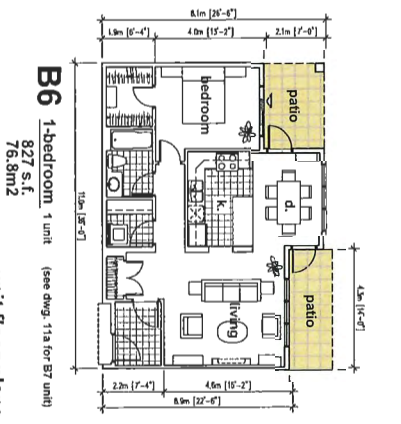
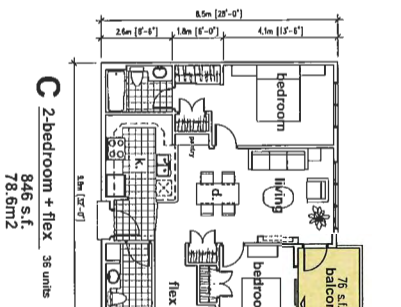
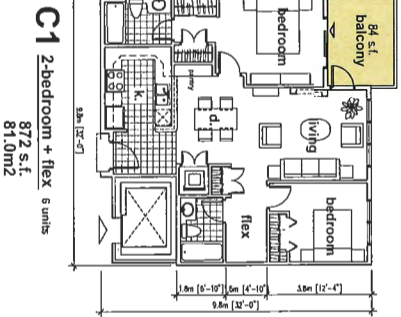


- A studio unit
 - B one-bedroom unit
 - C two-bedroom unit
 - D three-bedroom unit
- (refer to dwg. A.11s for locations)

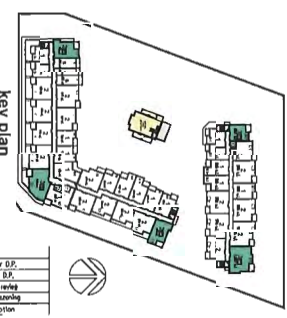
Date	By	Description
04-21-2024	ADP	Issued for D.P.
04-21-2024	ADP	Revised for D.P.
04-21-2024	ADP	Revised for D.P.
04-21-2024	ADP	Revised for D.P.
04-21-2024	ADP	Revised for D.P.
04-21-2024	ADP	Revised for D.P.

Issued for D.P.

parcels 6 & 7 - Proposed residential - commercial development
Hamilton Lands Richmond B.C.



- Key plan**
- A studio unit
 - B one-bedroom unit
 - C two-bedroom unit
 - D three-bedroom unit
- (refer to dng. A.11s for locations)



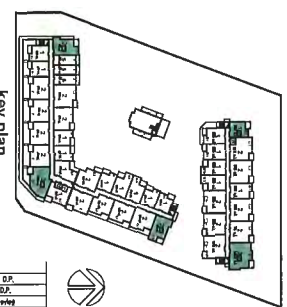
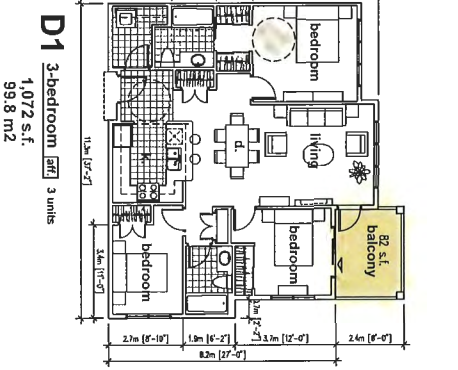
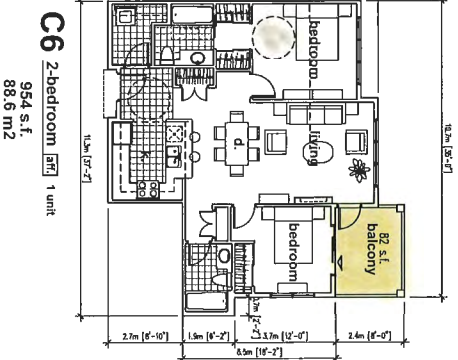
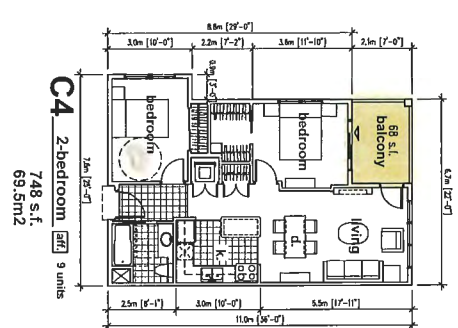
unit floor plans
+ 1 D2 unit - see dng. 10c
ADP submission
Feb. 26, 2024
revised to May 6, 2024

10b

Rev	As noted	Sheet	Revisy Note
01	April 2023	A10b	unit plans - market condo units
02	Project No.	A10b	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.

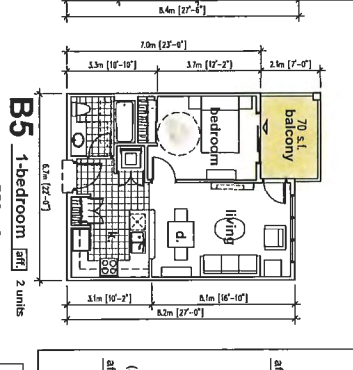
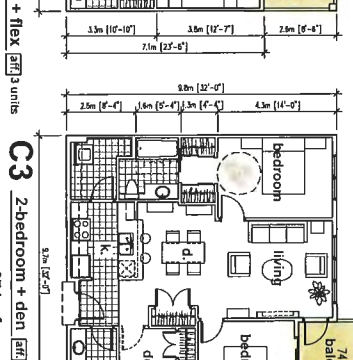
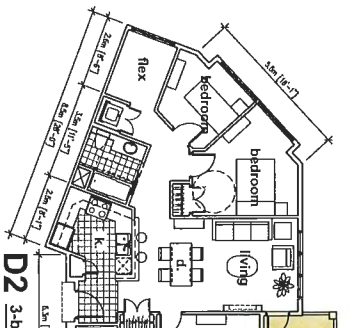
Ionic Architecture Inc.
architects a.i.b.c.
200-1002 14th Street
Vancouver, BC V6J 1K7
Tel: (604) 278-1177
www.ionicarchitects.com

Rev	Date	Description
01	2-28-24	released for D.P.
02	11-27-23	issued for D.P.
03	8-23-23	revised for review
04	4-12-23	issued for rezoning



affordable housing data :
 (refer to page 102 for all locations)

Ref.	Date	Description
01	2-26-21	revised for D.P.
02	11-27-21	issued for D.P.
03	8-22-22	revised for review
04	11-17-22	issued for review
05	11-17-22	issued for review
06	11-17-22	issued for review
07	11-17-22	issued for review
08	11-17-22	issued for review
09	11-17-22	issued for review
10	11-17-22	issued for review
11	11-17-22	issued for review
12	11-17-22	issued for review
13	11-17-22	issued for review
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23	11-17-22	issued for review
24	11-17-22	issued for review
25	11-17-22	issued for review
26	11-17-22	issued for review
27	11-17-22	issued for review
28	11-17-22	issued for review
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32	11-17-22	issued for review
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40	11-17-22	issued for review
41	11-17-22	issued for review
42	11-17-22	issued for review
43	11-17-22	issued for review
44	11-17-22	issued for review
45	11-17-22	issued for review
46	11-17-22	issued for review
47	11-17-22	issued for review
48	11-17-22	issued for review
49	11-17-22	issued for review
50	11-17-22	issued for review



affordable unit areas per AH Strategy :
 studio unit 400 s.f., 37 m2
 1-bedroom unit 535 s.f., 50 m2
 2-bedroom unit 741 s.f., 69 m2
 3-bedroom unit 980 s.f., 91 m2

affordable units provided :
 none
 1-bedroom B5 2 x 552 = 1104 s.f.
 2-bedroom C3 1 x 974 = 974 s.f.
 2-bedroom C4 9 x 748 = 6732 s.f.
 2-bedroom C6 1 x 954 = 954 s.f.
 3-bedroom D1 3 x 1072 = 3216 s.f.
 3-bedroom D2 3 x 1020 = 3060 s.f.
 19 units total = 16,090 s.f.
 (min. required area : 15,695 s.f. - see 10e)

affordable unit percentages :
 2/19 = 10.5% 1-bedroom units
 1/19 = 5.3% 2-bedroom units
 6/19 = 31.6% 3-bedroom units
 10/19%

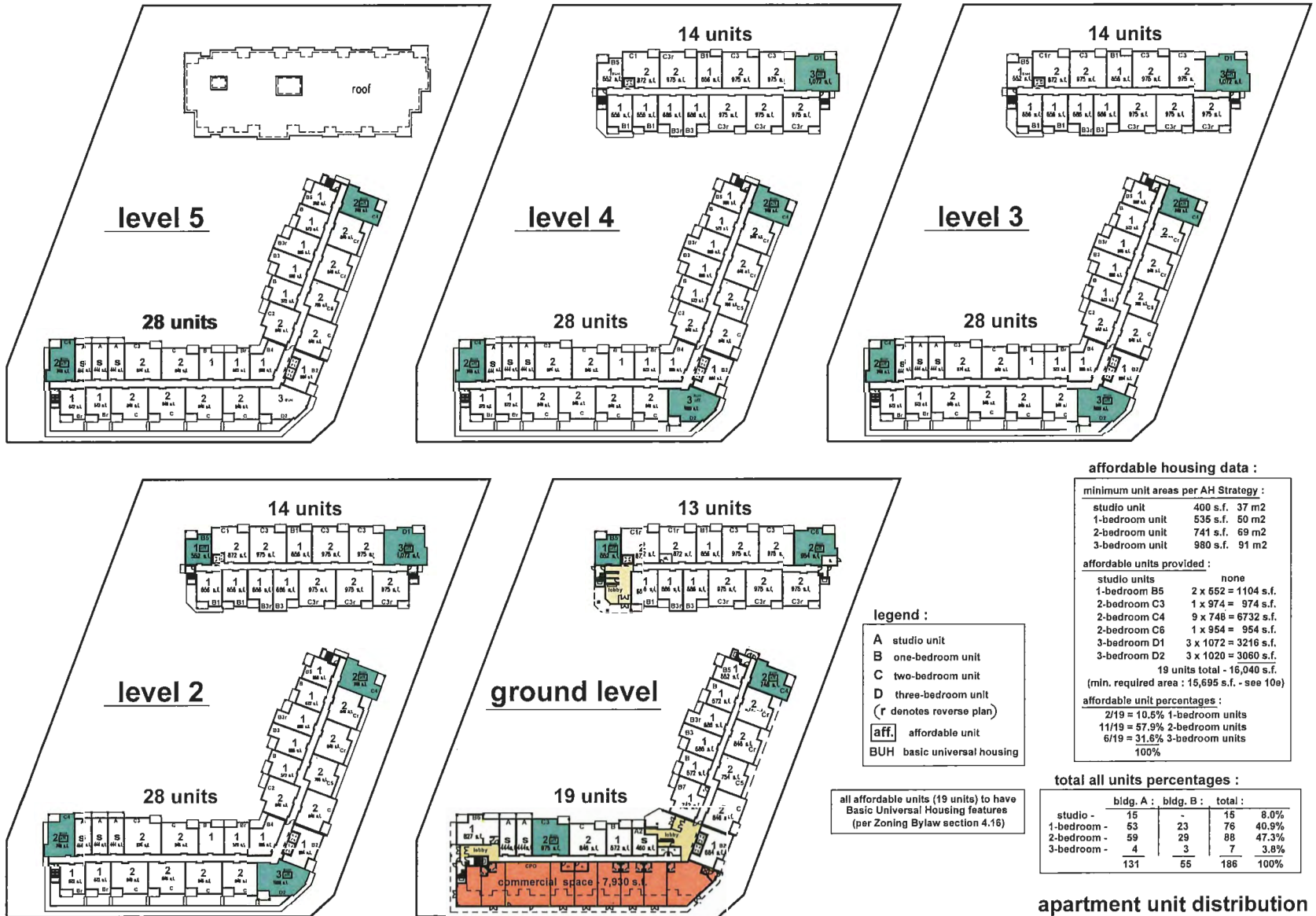
Unit	Area (s.f.)	Area (m2)
studio unit	400	37
1-bedroom unit	535	50
2-bedroom unit	741	69
3-bedroom unit	980	91

issued for D.P.

parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands
 Richmond B.C.

10c
 Affordable units

Unit	Area (s.f.)	Area (m2)
studio unit	400	37
1-bedroom unit	535	50
2-bedroom unit	741	69
3-bedroom unit	980	91



parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands
Richmond B.C.

affordable housing data :

minimum unit areas per AH Strategy :

- studio unit 400 s.f. 37 m²
- 1-bedroom unit 535 s.f. 50 m²
- 2-bedroom unit 741 s.f. 69 m²
- 3-bedroom unit 980 s.f. 91 m²

affordable units provided :

studio units none

- 1-bedroom B5 2 x 552 = 1104 s.f.
- 2-bedroom C3 1 x 974 = 974 s.f.
- 2-bedroom C4 9 x 748 = 6732 s.f.
- 2-bedroom C6 1 x 954 = 954 s.f.
- 3-bedroom D1 3 x 1072 = 3216 s.f.
- 3-bedroom D2 3 x 1020 = 3060 s.f.

19 units total - 16,040 s.f.
 (min. required area : 15,695 s.f. - see 10e)

affordable unit percentages :

- 2/19 = 10.5% 1-bedroom units
- 11/19 = 57.9% 2-bedroom units
- 6/19 = 31.6% 3-bedroom units
- 100%

legend :

- A studio unit
- B one-bedroom unit
- C two-bedroom unit
- D three-bedroom unit
- (r denotes reverse plan)
- [aff.] affordable unit
- BUH basic universal housing

all affordable units (19 units) to have Basic Universal Housing features (per Zoning Bylaw section 4.16)

total all units percentages :

	bldg. A :	bldg. B :	total :	
studio -	15	-	15	8.0%
1-bedroom -	53	23	76	40.9%
2-bedroom -	59	29	88	47.3%
3-bedroom -	4	3	7	3.8%
	131	55	186	100%

apartment unit distribution

ADP submission
 Feb. 26, 2024
 revised to May 6 2024

issued for D.P.



Rev.	Date	Description
04	2-22-24	revised for D.P.
03	11-27-23	based for D.P.
02	8-22-23	revised for review
01	4-15-23	based for review

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 architects o.i.b.c.
 304-4000 Steeles Street
 Scarboro, ON M1V 5Z9
 Tel: (770) 971-2818
 ionic@ionic-architecture.com

Scale	Sheet	of
1:1	A10d	1

Drawing Title: apartment unit distribution
 Project Title: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.

Issue	Date	Revision	Project No.
04	21-2138		A10d

- A** studio unit
 - B** one-bedroom unit
 - C** two-bedroom unit
 - D** three-bedroom unit
- (refer to dwg. A-11a for locations)

saleable/rentable floor areas :

commercial area :

7,930 s.f. including CPO
(includes mech. & elec. spaces)

saleable residential area :

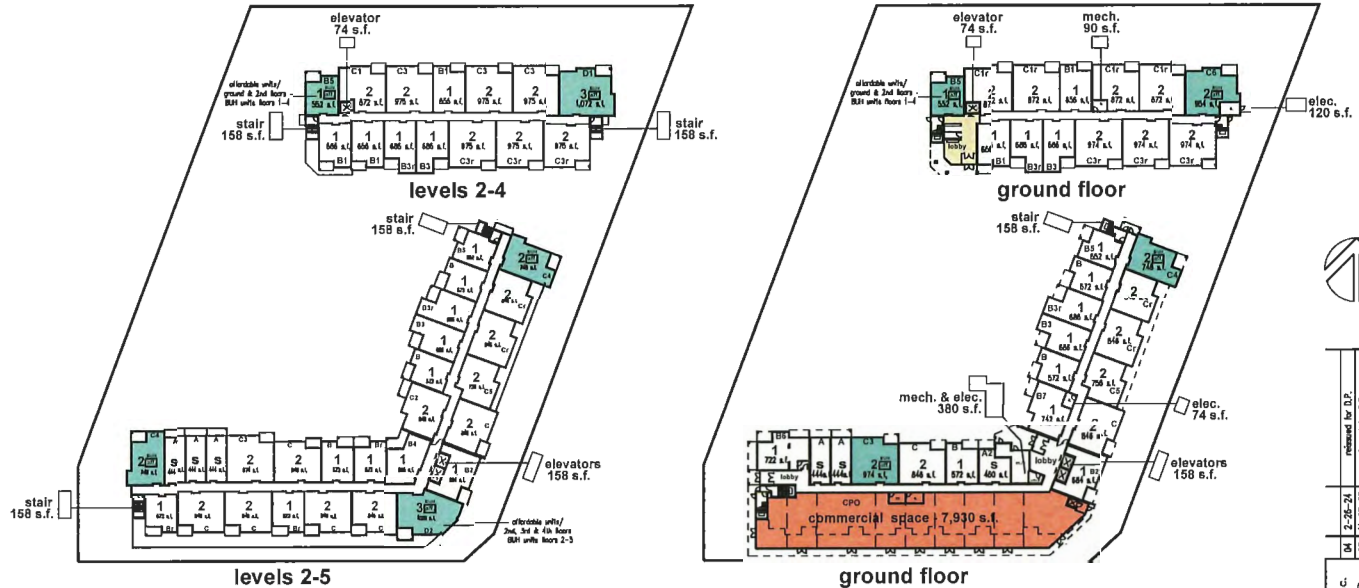
unit type	area	no. units	total area -
A	444 s.f.	14	6,216 s.f.
A1	460 s.f.	1	460 s.f.
B	672 s.f.	26	14,872 s.f.
B1	656 s.f.	7	4,592 s.f.
B2	695 s.f.	5	3,475 s.f.
B3	686 s.f.	18	12,348 s.f.
B4	695 s.f.	4	2,780 s.f.
B5	539 s.f.	11	5,929 s.f.
B6	827 s.f.	1	827 s.f.
B7	742 s.f.	1	742 s.f.
C	846 s.f.	36	30,456 s.f.
C1	872 s.f.	6	5,232 s.f.
C2	846 s.f.	4	3,384 s.f.
C3	975 s.f.	27	26,325 s.f.
C5	764 s.f.	5	3,770 s.f.
D2	1,020 s.f.	1	1,020 s.f.
totals -		167 units	122,571 s.f. (11387 m ²)

rentable residential area :

uniy type	area	no. units	total area -
B6	552 s.f.	2	1,104 s.f.
C3	974 s.f.	1	974 s.f.
C4	748 s.f.	9	8,732 s.f.
C6	954 s.f.	1	954 s.f.
D1	1,072 s.f.	3	3,216 s.f.
D2	1,020 s.f.	3	3,060 s.f.
totals -		19 units	16,040 s.f. (1490.1 m ²)

residential summary :

total units - 167 + 19 = **186 units**
total unit area - 122,571 + 16,158 = **138,729 s.f.**
(12,867.9 m²)



bylaw floor area calculation (net area for density calculation) :

building A :						
floor -	actual gross area -	deductions per zoning bylaw -			bylaw net floor area -	notes -
		elevators	stairs	mech. / elec.		
ground	25,150 s.f. 2336.4 m ²	---	---	454 s.f. ---	24,696 s.f. 2294.3 m ²	- mech. and elec. spaces may be deducted on any floor - stairs and elevators deducted above ground floor only
second	22,848 s.f. 2122.6 m ²	158 s.f. ---	316 s.f. ---	---	22,374 s.f. 2078.5 m ²	
third	22,848 s.f. "	158 s.f. ---	316 s.f. ---	---	22,374 s.f. "	
fourth	22,848 s.f. "	158 s.f. ---	316 s.f. ---	---	22,374 s.f. "	
fifth	22,848 s.f. "	158 s.f. ---	316 s.f. ---	---	22,374 s.f. "	
totals -	116,542 s.f. 10826.8 m²	632 s.f.	58.7 m²	1,264 s.f. 117.4 m²	454 s.f. 42.2 m²	114,192 s.f. 10608.4 m²

building B :						
floor -	actual gross area -	deductions per zoning bylaw -			bylaw net floor area -	notes -
		elevators	stairs	mech. / elec.		
ground	13,012 s.f. 1208.8 m ²	---	---	210 s.f. ---	12,802 s.f. 1189.3 m ²	- mech. and elec. spaces may be deducted on any floor - stairs and elevators deducted above ground floor only
second	13,072 s.f. 1214.4 m ²	74 s.f. ---	316 s.f. ---	---	12,682 s.f. 1178.2 m ²	
third	13,072 s.f. "	74 s.f. ---	316 s.f. ---	---	12,682 s.f. "	
fourth	13,072 s.f. "	74 s.f. ---	316 s.f. ---	---	12,682 s.f. "	
totals -	52,228 s.f. 4852 m²	222 s.f.	20.6m²	948 s.f. 88.1 m²	210 s.f. 19.5 m²	50,848 s.f. 4723.8 m²

total bylaw floor area for site density calculation : 114,192 + 50,848 = 165,040 - (22 x 20') = 164,620 s.f. (*20 s.f./unit deduction for units with BUH features)

bylaw residential area for affordable housing provision requirement :

bylaw total area : 114,192 + 50,848 = 165,040 s.f. bylaw residential area : 165,040 - 7,930 = 157,110 s.f. x 10% = **15,711 s.f. required** area provided : 16,158 s.f.

issued for D.P.

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

floor area calculations

ADP submission
Feb. 26, 2024
revised to May 6 2024

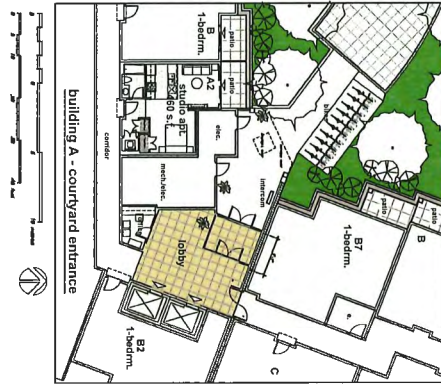
Ionic Architecture Inc.
Architects O.I.B.C.
300-1000 Wood Street, Suite 100
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Rev.	Date	Description
04	2-26-24	released for D.P.
03	11-27-23	issued for D.P.
02	8-22-23	revised for pricing
01	4-12-23	issued for permitting

Drawing Title: floor area calculation for FAR
Project Title: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.
Sheet: A10e of
Date: November 2023
Revision: 04
Project No.: 21-2138

parcels 6 & 7 - proposed residential - commercial development
 Richmond B.C.

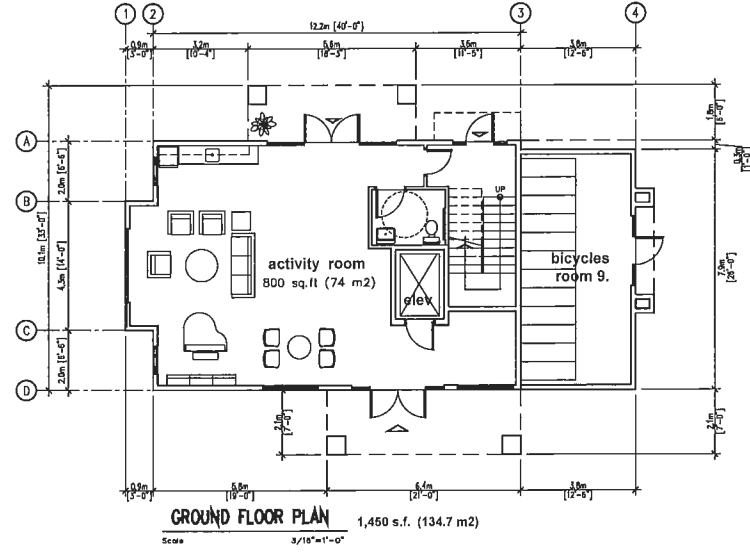
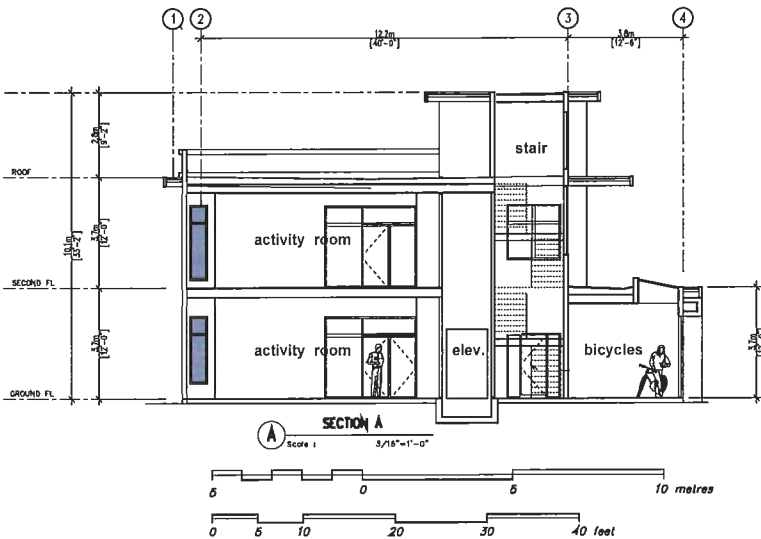
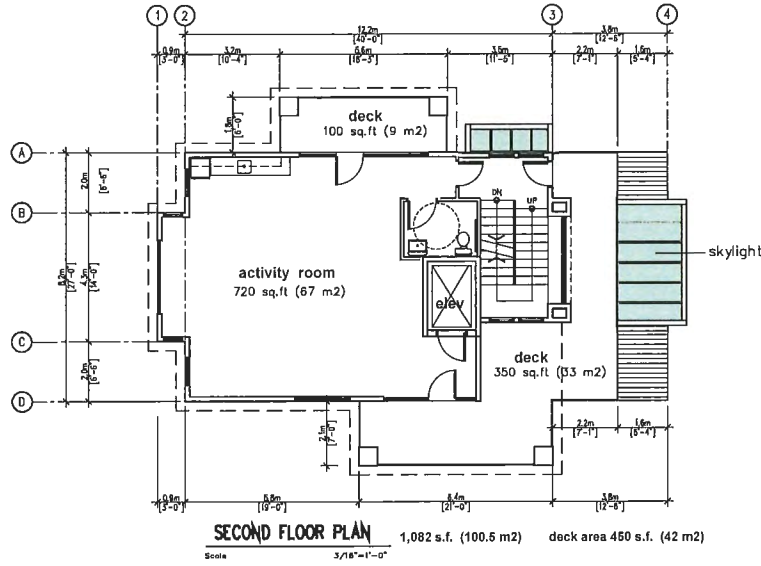
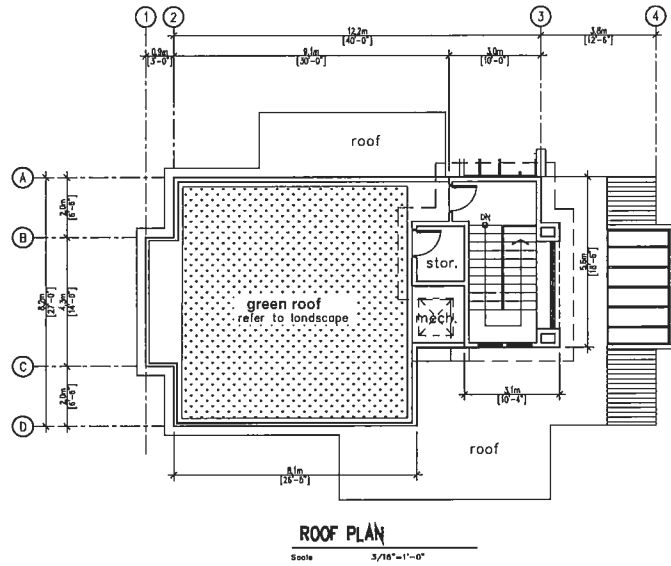
ADP submission
 Feb. 26, 2024
 revised to 2026/2024



Sheet	of	Drawn by	Detail floor plans - apartment lobbies
Rev.	of	Project Title	proposed development
03	21-2138	Parcel 6 & 7 - Heritage Lands	Richmond B.C.

ionic Architecture inc.
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 207-6022 Island Square
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 Tel: 604-591-0116
 Fax: 604-591-0118
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Rev.	Date	Description
01	5-26-24	revised for D.P.
02	7-19-24	issued for D.P.
03	2-26-24	Issued for review



Rev.	Date	Description
06	4-12-24	RE-SSQD_FDR_JP
05	10-27-23	based for D.P.
04	4-05-23	based for naming
03	2-22-23	general revisions/updates
02	3-25-22	revised for naming
01	2-25-22	based for naming

Scale:	as noted	Sheet:	A11a
Date:	February 2022	of	
Number:	Project No.	Drawing Title:	amenity building - plans & section
		Project Title:	proposed development
			parcels 6 & 7 - Hamilton Lands
			Richmond B.C.

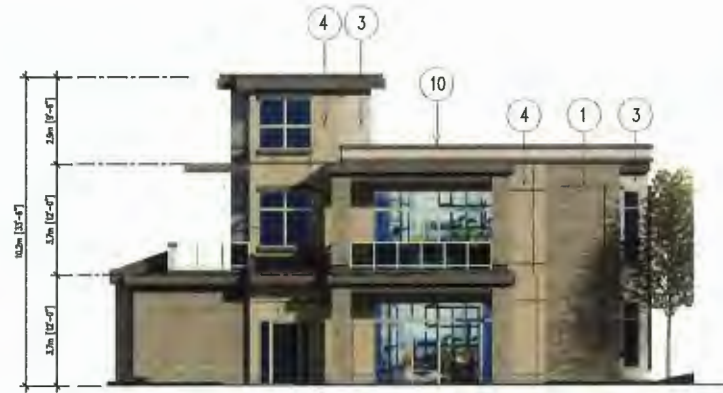
parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

ADP submission
Feb. 26 2024
revised to April 12 2024

11a

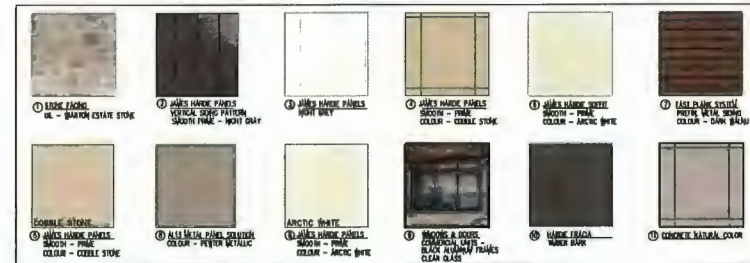


north elevation



west elevation to strollway

EXTERIOR MATERIALS & FINISHES :			
MATERIAL / FINISH	COLOUR	MATERIAL / FINISH	COLOUR
① STONE	IXL - MARTON ESTATE STONE	⑨ WINDOWS & DOORS :	
② JAMES HARDIE PANELS VERTICAL SIDING STYLE	SMOOTH - PRIME - NIGHT GRAY	COMMERCIAL UNITS -	BLACK ALUMINUM FRAMES CLEAR GLASS
③ JAMES HARDIE PANELS	SMOOTH - PRIME - NIGHT GRAY	RESIDENTIAL UNITS -	BLACK VINYL & CLEAR GLASS
④ JAMES HARDIE PANELS	SMOOTH - PRIME - COBBLE STONE	⑩ AMENITY BUILDING	WHITE ENAMEL FRAMES & CLEAR GLASS
⑤ JAMES HARDIE PANELS	SMOOTH - PRIME - ARCTIC WHITE	⑪ HARDIE FASCIA	TIMBER BARK
⑥ JAMES HARDIE SOFFIT	SMOOTH - PRIME - ARCTIC WHITE	⑫ CONCRETE	NATURAL CONCRETE
⑦ FAST PLANK SYSTEM	DARK WALNUT	⑬ ALUM. AND GLASS RAILING	BLACK ENAMEL ALUM. & CLEAR GLASS
⑧ AL13 METAL PANEL SOLUTION	PEWTER METALLIC	⑭ GLASS CANOPY	CLEAR GLASS
		⑮ COMMERCIAL SIGNAGE / SIGN BACKING SUPPORT	B. COMPOSITE WOOD PLASTIC DARK WALNUT (1 1/2 IN+ 4IN)



materials & colours - all buildings



south elevation



east elevation entrance



parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands
Richmond B.C.

ADP submission
Feb. 26 2024
revised to April 12 2024

11b

Issue	On Field	Sheet	of	Drawing Title	Project Title	Revision	Date	Prep.	Description
06	21-2139	A11b		amenity building - elevations	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.				
05	19-27-23			issued for D.U.					
04	4-08-23			issued for marketing					
03	2-22-23			general revisions/updates					
02	3-29-22			revised for review					
01	2-23-22			issued for review					

4-12-24
RE-ISSUED FOR DP
06
Ionic Architecture Inc.
architects o.i.b.c.
204-6000 Louisa Street
Suite 100
Burnaby B.C. V5C 2L8
604.291.8888
info@ionic-architecture.com



21 JUN 0900



21 JUN 1200



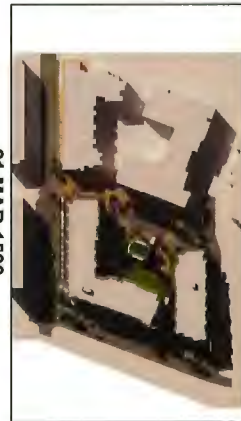
21 JUN 1500



21 MAR 0900



21 MAR 1200



21 MAR 1500



21 DEC 0900



21 DEC 1200



21 DEC 1500

shadow casts

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands
Richmond B.C.

ADP submission
Feb. 26, 2024

Issue	As noted	Sheet	of	Project Title	shadow casts	Issue Date	2-26-24	Issued for ADP
Revision	March 2024			Project Site	proposed development	Issue Date	11-27-23	Issued for DR
Revision	Project Inc.	A13		Project Site	parcels 6 & 7 - Hamilton Lands	Issue Date	4-15-23	Issued for meeting
Revision	21-2138			Project Site	Richmond B.C.	Issue Date	4-06-23	Issued for review
				Ionic Architecture Inc. architects a.i.b.c. 801-8021 Island Drive Surrey B.C. V3V 2G8 Tel: (778) 871-0878 Fax: (778) 871-0878 a.i.b.c@ionic-architecture.com		Rev.	Date	Description

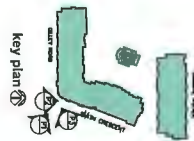


building A - Smith Crescent entrance



building A viewed from Gilley Road 'High Street' / Smith Avenue intersection

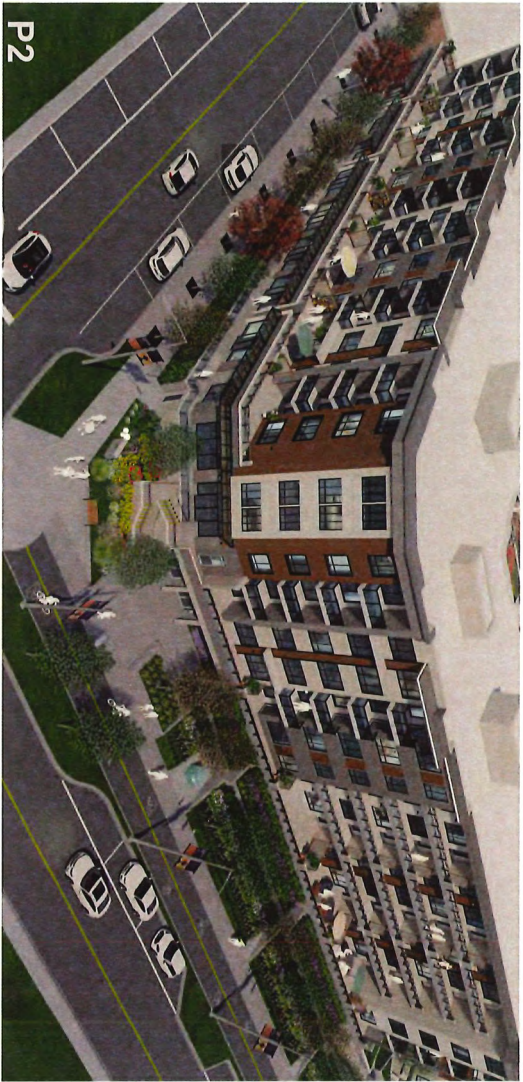
parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands
 Richmond B.C.



ADP Administration
 Feb. 25, 2024
 revised to May 6, 2024

14a

Item	As Issued	Sheet	of	Project Name	Client	Project No.	Project Location	Project Description	Project Status	Project Date	Project Description
04	21-2138	14a		Proposed Development parcels 6 & 7 - Hamilton Lands RICHMOND BC	tonic Architecture inc. architects o.i.b.c.	204-8800 Wood Street Burnaby BC V5C 2H8 Tel: (778) 847-0818 info@tonic-architecture.com					
Rev.	Date	Description									
01	4-03-21	revised per ADP comments									
02	2-20-21	revised for IP									
03	01-23-23	based for IP									
04	8-20-23	based for rebid									



P3
CPO detail view

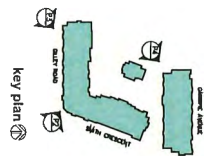
P4
building B - entrance



P2

building A - south-east corner view

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

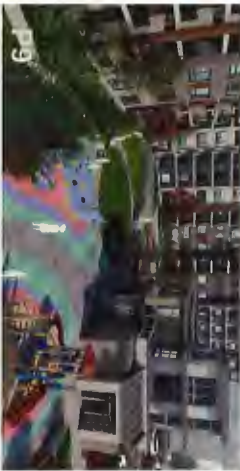
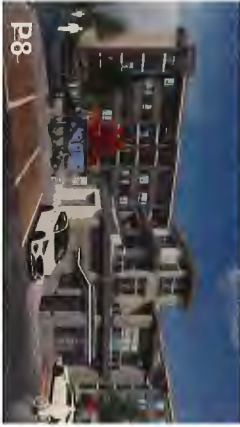
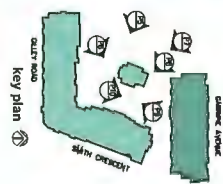
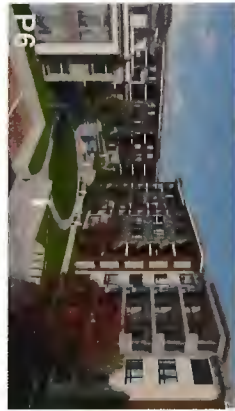


key plan

ADP # 2023-001-00000000
revised to May 5, 2024

14b

Date	As Noted	Sheet	Of	Drawing Title	Project Name	Client	Author	Checker	Date	Description
04-22-24				perspective views	PROPOSED DEVELOPMENT	Hamilton Lands			4-22-24	revised per ADP comments
03-20-24									03-20-24	released for CP
03-15-23									03-15-23	issued for CP
03-05-23									03-05-23	issued for review



amenity building & bidg. A

amenity building & outdoor amenity
Play equipment for illustration only, "equipment as per landscape plans"

courtyard view from building B entry

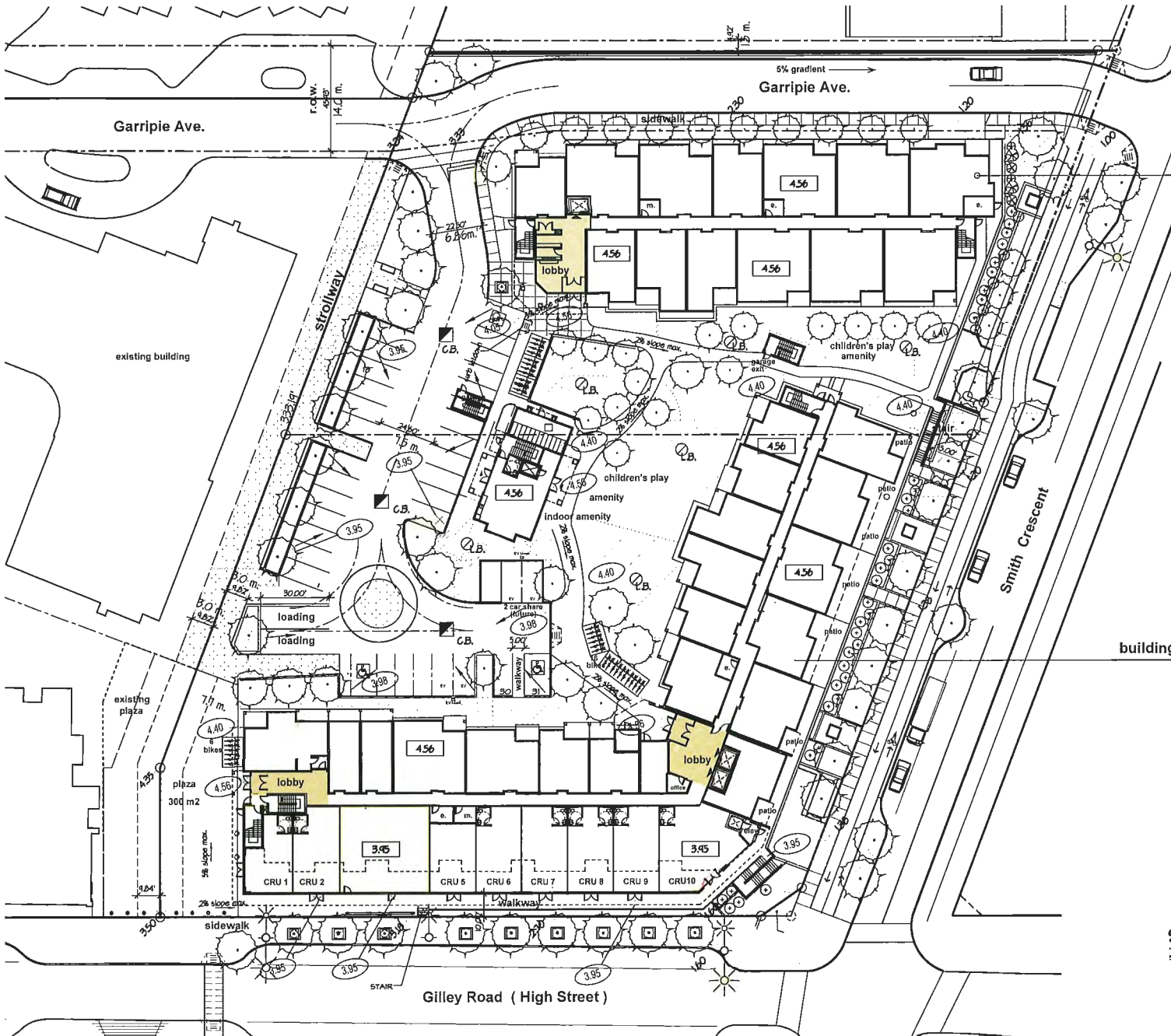
parcels 6 & 7 - proposed residential - commercial development

Hamilton Lands

Richmond B.C.

ADP Registration
14C
revised to May 9, 2024

Date	As Issued	Sheet of	Drawing Title	Project Name	Client	Rev	Date	Description
04	21-2135	14c	perspective views	PROPOSED DEVELOPMENT parcels 6 & 7 - Hamilton Lands RICHMOND BC	IONIC ARCHITECTURE INC. 207-10201 Island Street Burnaby BC V5H 2M6 Tel: (778) 847-2015 Fax: (778) 847-0216 www.ionicarchitects.com	01	2-02-24	revised per ADP comments
						02	2-25-24	revised for ADP
						03	3-25-24	issued for ADP
						04	3-25-24	issued for review



building B ground floor :

GRADING KEY :

(ELEVATIONS IN METRES)

- EXISTING GRADE
- EX. GRADE (Interpolated)
- PROPOSED GRADE
- FINISH FLOOR ELEVATION
- SURFACE DRAINAGE
- L.B. LAWN BASIN
- C.B. CATCH BASIN
- 3" SLAB DRAIN BELOW ROAD FINISHED
- P.D. PLANTER DRAIN

REFER TO CIVIL ENG. DRAWINGS FOR FINAL GRADING

building A ground floor :

SITE GRADING - ACCESSIBILITY STRATEGY

Scale 1"=20'

Rev.	Date	Description
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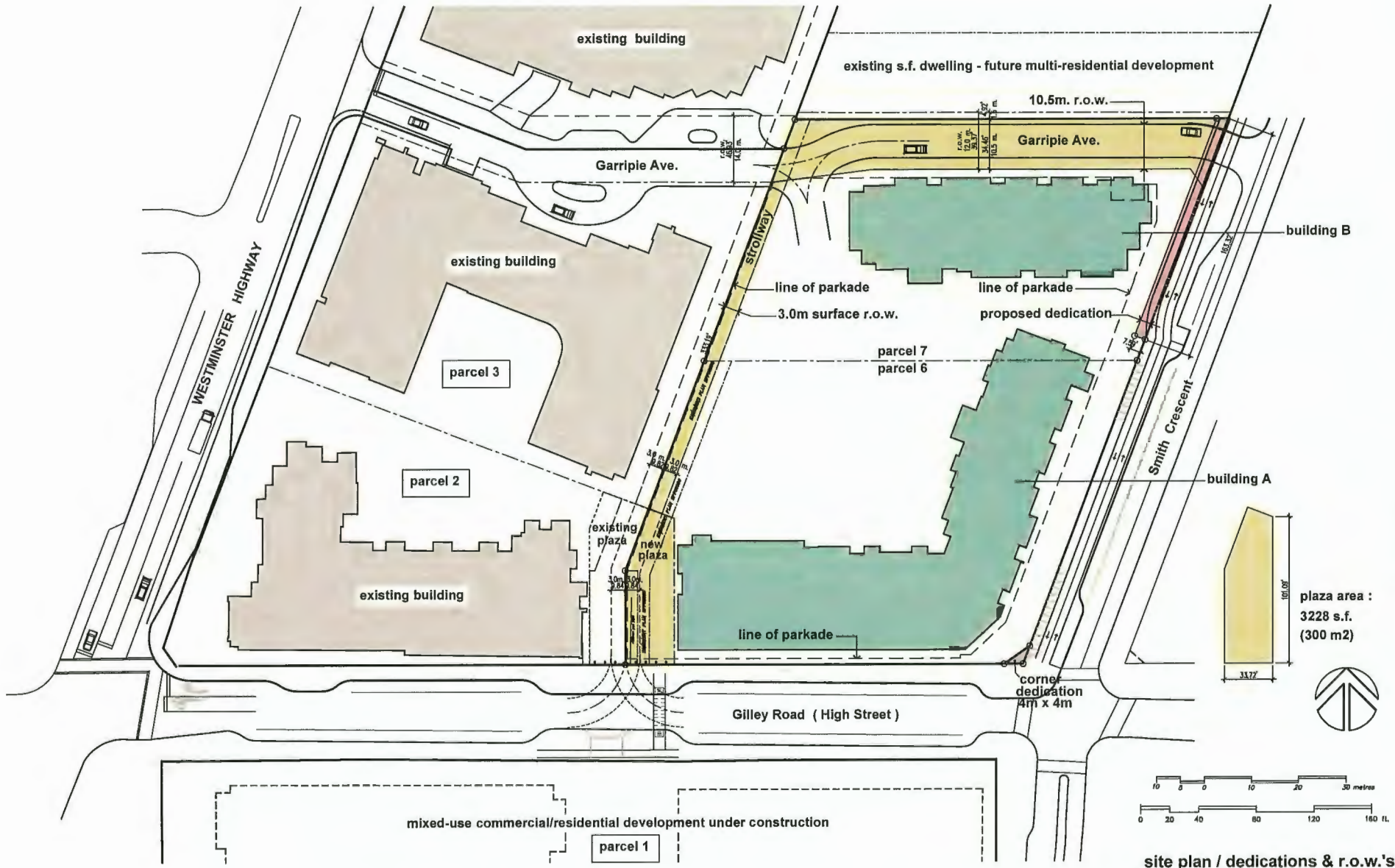
Ionic Architecture inc.
 architects a.i.b.c.
 200-000 Island Street
 Surrey B.C. V4A 4A8
 Tel: (778) 871-5818
 Fax: (778) 871-5819
 Email: info@ionic-arch.com

Drawing Title: SITE GRADING
 Project Title: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.

Sheet: S-2
 of
 Project No: 21-2138

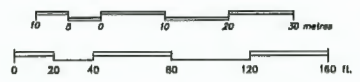
ADP submission
 Feb. 28, 2024
 revised to April 17, 2024

S2



parcels 6 & 7 - proposed residential - commercial development
 Hamilton Lands Richmond B.C.

site plan / dedications & r.o.w.'s



plaza area :
 3228 s.f.
 (300 m2)

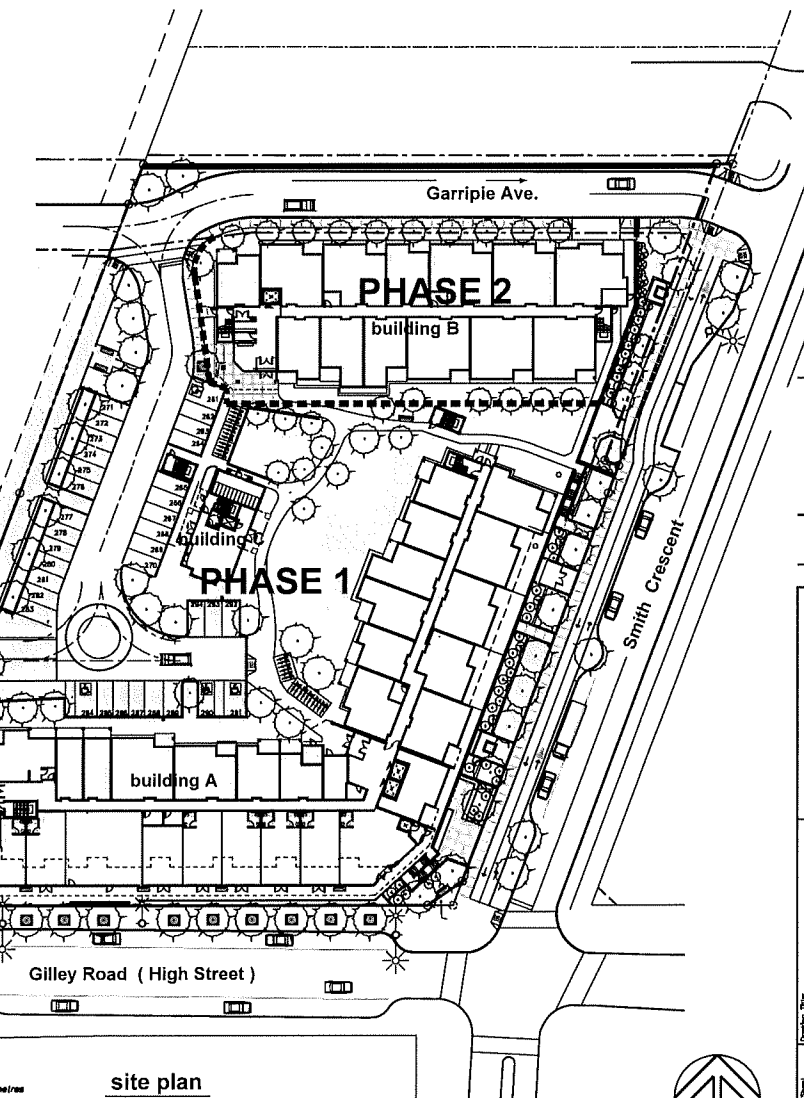
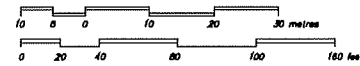
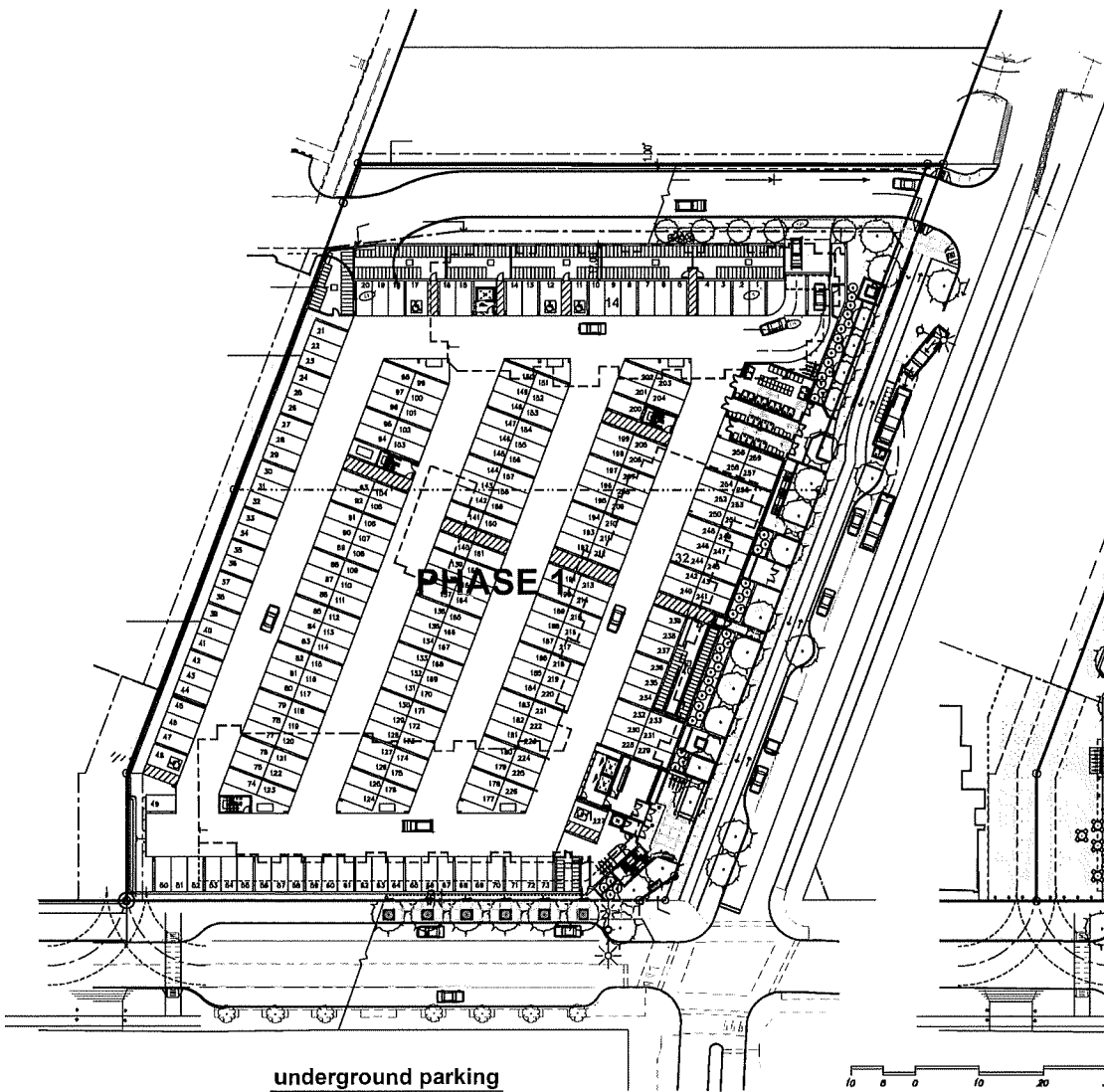
Rev.	Date	Description
01	7-31-23	issued for coordination
02	8-27-23	issued for D.P.
03	9-27-23	submitted for D.P./ADP
04	1-25-24	revised for D.P.

Ionic Architecture Inc.
 architects a.i.b.c.
 200-1000 10th Street
 Richmond, B.C. V6V 1K7
 Tel: (604) 271-8888
 Email: info@ionic-arch.com

Drawing Title: site plan - dedications & r.o.w.'s
 Project Title: proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.

Sheet	S-3
Date	July 2023
Project No.	21-2138
Revision	04

ADP submission for review
 Feb. 21 2024
 revised to April 2 2024 **S-3**



construction phasing plan

parcels 6 & 7 - proposed residential - commercial development
Hamilton Lands Richmond B.C.

Drawn by:	construction phasing plan
Scale:	as noted
Date:	February 2022
Project No.:	21-2136
Project Name:	proposed development parcels 6 & 7 - Hamilton Lands Richmond B.C.
Sheet No.:	S5
Revision:	01 4-12-24
Revised by:	Sheet for IP
Checked by:	Description

S5

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LANDSCAPE ARCHITECTS
Suite C100 - 4185 8th Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SCALE:



NO.	DATE	REVISION DESCRIPTION	DR.
1	24.MAR.23	CONCEPT	JR
2	24.MAR.23	CONCEPT	JR
3	24.MAR.23	NEW SITE PLAN COMMENTS	JR
4	24.MAR.23	BRAND CORP	JR
5	24.MAR.23	NEW SITE PLAN COMMENTS	JR
6	24.MAR.23	REVISION DESCRIPTION	DR.

CLIENT:

PROJECT:

CORNERSTONE

23001, 23324, 23361, 23381
GILLEY RD & 4631, 4671 AND 4651
SMITH CRESCENT, RICHMOND, BC

DRAWING TITLE:

LANDSCAPE PLAN

DATE: 23.MAR.23 DRAWING NUMBER:

SCALE: 1"=20' 0"

DRAWN: JR

DESIGN: JR

CHKD: BA

L1

OF 7

PMG PROJECT NUMBER: 23-053



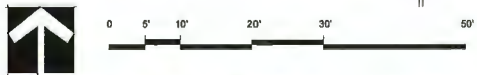
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE	REMARKS
1	4	ACER FRONDOSUM	WINE MAPLE	2500 HT, 1000	3 STEEL CULDEP
2	4	ACER GRIBESUM	PAPERBARK MAPLE	800 CAL, 150 STD, 1000	800 CAL, 100 STD, 1000
3	3	CARPINUS BETULIFOLIA 'FRANS FONTAINE'	COLUMBIA HORSEBEAM	800 CAL, 1000	800 CAL, 1000
4	6	FAGUS SYLVATICA 'DANWYCK GOLD'	DANWYCK GOLD BEECH	800 CAL, 1000	800 CAL, 1000
5	12	QUERCUS BILBOA 'AUTUMN GOLD'	AUTUMN GOLD OAK	800 CAL, 1000	800 CAL, 1000
6	3	GLEDTISIA T. 'HERMIS 'WATERL'	IMPERIAL HONEY LOCUST	800 CAL, 1000	800 CAL, 1000
7	30	PICEA CHOROKA 'SIBIRICA'	BRUSH SPRUCE	500 HT, 1000	500 HT, 1000
8	4	PIEDICULATA 'HERMIS'	DOUGLAS FIR	300 HT, 1000	300 HT, 1000
9	4	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	800 CAL, 1000	800 CAL, 1000
10	4	QUERCUS PALUSTRIS 'GREEN PILLAR'	GREEN PILLAR PIN OAK	800 CAL, 1000	800 CAL, 1000

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. * CONTAINER SIZES SPECIFIED AS PER CHLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEDIA/SUBSTRATE AND OTHER PLANTING REQUIREMENTS. * SEARCH AND REVIEW SAME PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNSPECIFIED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. * IDENTIFICATION OF COPIES OF AVAILABILITY. * ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. * ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. * BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.

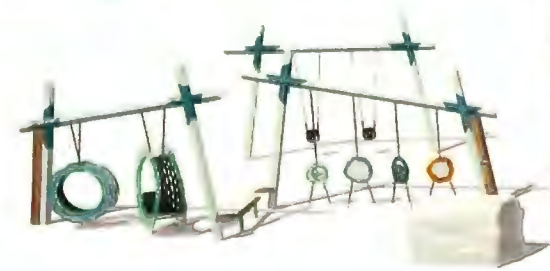
DECIDUOUS TREES: 47
CONIFEROUS TREES: 42



CNCL - 363



RATANA PARK LANE SOFA, LOVESEAT & END TABLE
 TENDERTUFF PICNIC TABLE (#141694) & BACKED BENCH (#141683)
 SOLUS 30\"/>



LANDSCAPE STRUCTURES PLAY EQUIPMENTS:
 FOX DEN HANGOUTS (#307431), BALANCE BEAM (#307430), FOCAL SENSORY WALL (#307430), SLIDEWINDER2 (#124853), HILL NET CLIMBER (#CP00688), FLOWER ACCENT TOPPER (#212256)



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 Suite C100 - 4185 Silt Creek Drive
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 p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	CHK.
1	24.APR.24	COMMENTS	JL
2	24.APR.24	COMMENTS	JL
3	24.APR.24	NEW SITE PLAN / CONDITIONS	JL
4	24.APR.24	ISSUES FOR BP	JL
5	24.APR.24	NEW SITE PLAN / CONDITIONS	JL

CLIENT:

PROJECT:
CORNERSTONE
 23301, 23321, 23361, 23381
 GILLEY RD @ 4631, 4671 AND 4651
 SMITH CRESCENT, RICHMOND, BC

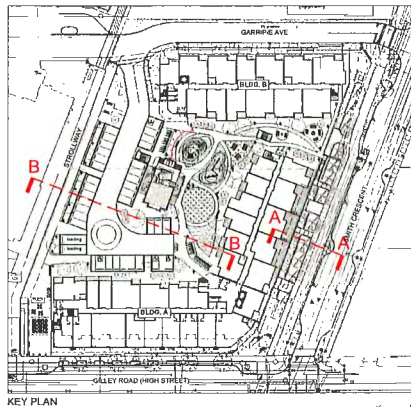
DRAWING TITLE:
AMENITY ENLARGEMENT

DATE: 23.APR.24 DRAWING NUMBER:
 SCALE: 1/8"=1'-0"
 DRAWN: JL **L5**
 DESIGN: JL
 CHCK: BA OF 7

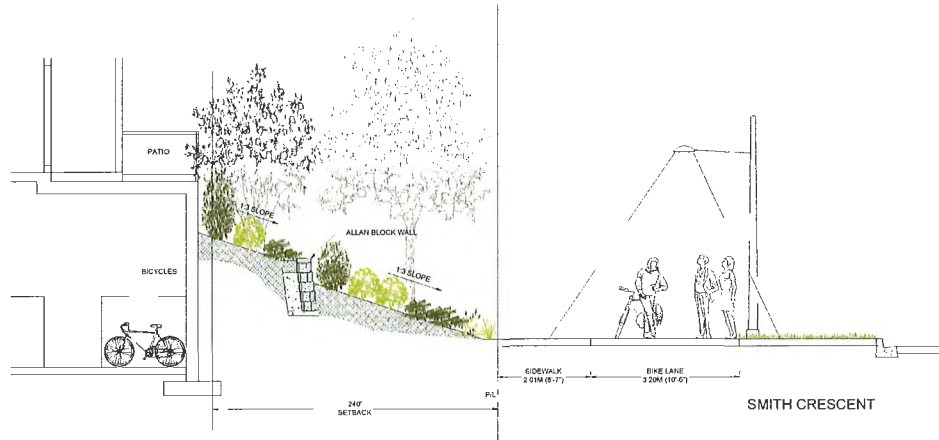
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Burnaby, British Columbia, V5C 6G9
p. 604 294-0011 ; f. 604 294-0022

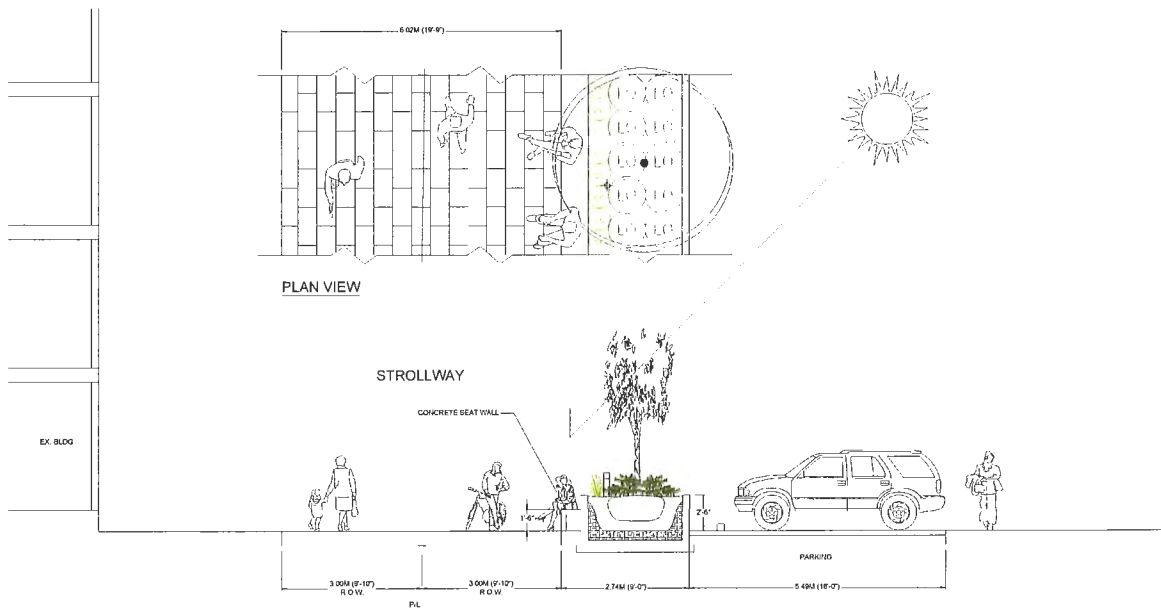
SEAL:



KEY PLAN



SECTION A - A (NOTE: REFER TO ARCHITECTURAL DRAWINGS FOR SIDEWALK AND PATIO ELEVATIONS)
SCALE = 1/4" = 1'-0"



SECTION B - B
SCALE = 1/4" = 1'-0"

NO.	DATE	REVISION DESCRIPTION	DR.
1	2018.11	CONCEPTS	JA
2	2018.11	CONCEPTS	JA
3	2018.02	NEW SITE PLAN / CONCEPTS	JA
4	2018.11	CONCEPTS	JA
5	2018.11	CONCEPTS	JA
6	2018.11	CONCEPTS	JA
7	2018.11	CONCEPTS	JA
8	2018.11	CONCEPTS	JA
9	2018.11	CONCEPTS	JA
10	2018.11	CONCEPTS	JA
11	2018.11	CONCEPTS	JA
12	2018.11	CONCEPTS	JA
13	2018.11	CONCEPTS	JA
14	2018.11	CONCEPTS	JA
15	2018.11	CONCEPTS	JA
16	2018.11	CONCEPTS	JA
17	2018.11	CONCEPTS	JA
18	2018.11	CONCEPTS	JA
19	2018.11	CONCEPTS	JA
20	2018.11	CONCEPTS	JA

CLIENT:

PROJECT:

CORNERSTONE

23301, 23321, 23361, 23381
GILLEY RD & 4631, 4671 AND 4651
SMITH CRESCENT, RICHMOND, BC

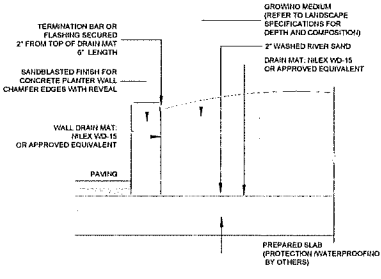
DRAWING TITLE:

LANDSCAPE SECTIONS

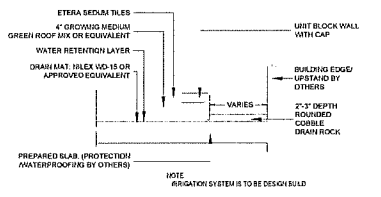
DATE: 23 MAR 23 DRAWING NUMBER:
SCALE: AS NOTED
DRAWN: JA
DESIGN: JR
CHKD: SA

L6
OF 7

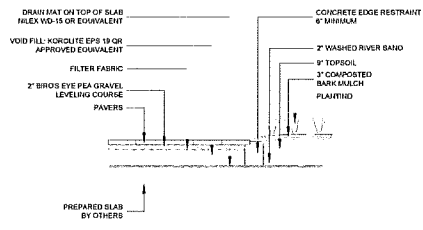
SCALE:



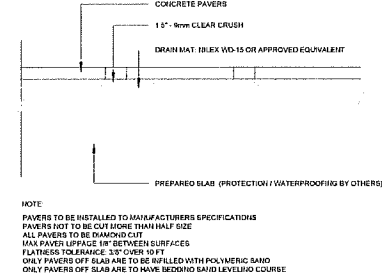
1 PLANTER WALL
1/2" = 1'-0"



2 GREEN ROOF EDGE
1/2" = 1'-0"

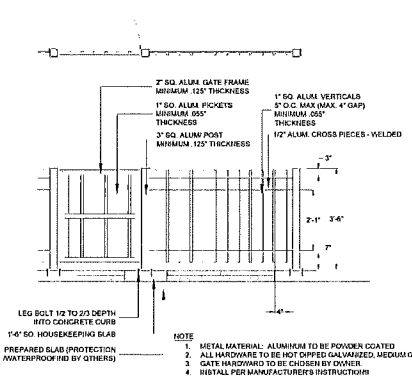


3 PAVER EDGING
SCALE: 1/2" = 1'-0"

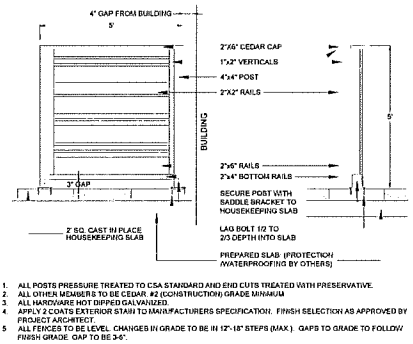


NOTE:
PAVERS TO BE INSTALLED TO MANUFACTURERS SPECIFICATIONS
PAVERS NOT TO BE CUT MORE THAN HALF SIZE
ALL PAVERS TO BE DIAMOND CUT
MAX PAVES OFFICE 18" BETWEEN SURFACES
FLATNESS TOLERANCE: 3/32" OVER 10 FT
ONLY PAVERS OFF SLAB ARE TO BE FILLED WITH POLYMERIC SAND
ONLY PAVERS OFF SLAB ARE TO HAVE SECOND SAND LEVELING COURSE

4 PAVERS
1" = 1'-0"

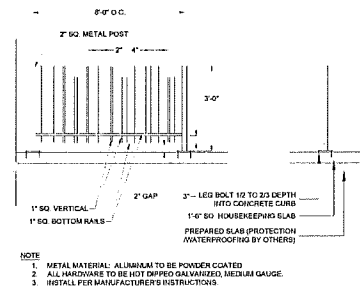


5 ALUMINUM PICKET FENCE
1/2" = 1'-0"

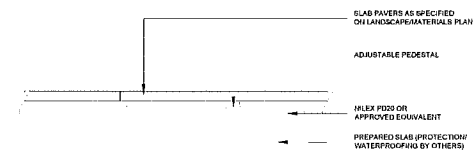


1. ALL POSTS PRESSURE TREATED TO CSA STANDARD AND END CUTS TREATED WITH PRESERVATIVE.
2. ALL OTHER MEMBERS TO BE CEDAR #2 (CONSTRUCTION) GRADE MINIMUM
3. ALL HARDWARE HOT DIP GALVANIZED
4. APPLY 2 COATS EXTERIOR STAIN TO MANUFACTURERS SPECIFICATION. FINISH SELECTION AS APPROVED BY PROJECT ARCHITECT.
5. ALL FENCES TO BE LEVEL. CHANGES IN GRADE TO BE IN 12"-18" STEPS (MAX). GAPS TO GRADE TO FOLLOW FINISH GRADE. CAP TO BE 60°.

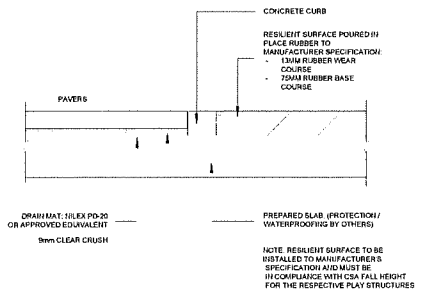
6 PATIO SCREEN
1/2" = 1'-0"



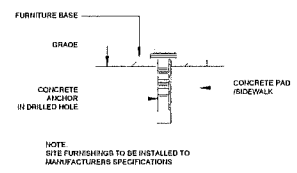
7 ALUMINUM PICKET FENCE AT PLAY AREA
1/2" = 1'-0"



8 HYDRAPRESSED SLABS OVER PEDESTALS
1" = 1'-0"



9 POURED IN PLACE RUBBER PLAY SURFACE EDGE
1" = 1'-0"



10 SITE FURNITURE MOUNTING
1/12" = 1'-0"

NO.	DATE	REVISION DESCRIPTION	DR.
1	21/05/18	CONTRACTS	JR
4	21/05/18	CONTRACTS	JR
3	21/05/18	NEW PLAY/CONSULT	JR
2	21/05/18	SHED FOR IP	JR
1	21/05/18	NEW PLAY/CONSULT	JR

NO. DATE REVISION DESCRIPTION DR.

CURT:

PROJECT:

CORNERSTONE

23301, 23321, 23361, 23381
GILLEY RD & 4631, 4671 AND 4651
SMITH CRESCENT, RICHMOND, BC

DRAWING TITLE:

LANDSCAPE DETAILS

DATE: 23/MAR/23 DRAWING NUMBER:

SCALE: AS NOTED

DRAWN: JR

DESIGN: JR

CHKD: BA

OF 7

PMG PROJECT NUMBER: 23-053