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**City Council**

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

**Monday, June 9, 2025  
7:00 p.m.**

Pg. #      ITEM

**MINUTES**

**1.    *Motion to:***

- |                |   |
|----------------|---|
| <b>CNCL-13</b> | (1) <i>adopt the minutes of the Regular Council meeting held on May 26, 2025;</i>           |
| <b>CNCL-22</b> | (2) <i>adopt the minutes of the Special Council meeting held on June 2, 2025; and</i>       |
| <b>CNCL-26</b> | (3) <i>receive for information the Metro Vancouver ‘Board in Brief’ dated May 23, 2025.</i> |



**AGENDA ADDITIONS & DELETIONS**

**PRESENTATIONS**

- |                |   |
|----------------|---|
| <b>CNCL-40</b> | (1) <i>Stuart Corrigan, Chair, Richmond Sports Council, to present an update on current priorities, highlight key issues impacting the local sports community, and explore opportunities for continued collaboration with the City; and</i> |
|----------------|---|

## Council Agenda – Monday, June 9, 2025

Pg. #      ITEM

- (2)    *Marcos Alejandro Badra and Chad Paulin to present the 2025 BC Embodied Carbon Public Sector Leadership Award to Council.*

### 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 – ITEM NO. 18.**

4.    *Motion to rise and report.*

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### RATIFICATION OF COMMITTEE ACTION

### CONSENT AGENDA

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

### CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- Plaque Recognizing The National Historic Event Related To Tomekichi Homma



## Council Agenda – Monday, June 9, 2025

Pg. #      ITEM

- 2025-2026 Engaging Artists In Community Program Public Art Projects
- Proposed Practices To Accelerate Blackberry Management In Richmond
- Hugh Boyd Community Park Playground Renewal – Engagement Results And Next Steps
- Immigration, Refugees And Citizenship Canada (IRCC) Funding Cuts
- Referral Response – Release of Closed Council Information
- Land use applications for first reading (to be further considered at the Public Hearing on July 21, 2025):
  - 9040 Francis Road – Rezone From The “Neighbourhood Commercial (CN)” Zone To The “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” Zone (Fougere Architecture Inc. – Applicant)
  - 8160 No. 5 Road – Rezone From Agriculture (AG1) To Assembly (ASY) (Matthew Cheng Architect Inc. – Applicant)
- Response To Metro Vancouver’s Referral: Metro 2050 Regional Growth Strategy Amendment Proposed By The City Of Delta For The Properties Located At 4800 And 5133 Springs Boulevard
- Housing Agreement Amendment Applications To Update Low-End Market Rental Rents In Two Developments
- Land use application for first, second and third reading:
  - 9620, 9640, 9660 And 9700 Alberta Road– Rezone From 9620, 9640, 9660 and 9700 Alberta Road (Sian Enterprises Ltd – Applicant)

5. *Motion to adopt Items No. 6 through No. 17 by general consent.*



6. **COMMITTEE MINUTES**

*That the minutes of:*

- CNCL-41      (1) *the **Parks, Recreation and Cultural Services Committee** meeting held on May 27, 2025;*
- CNCL-50      (2) *the **General Purposes Committee** meeting held on June 2, 2025;*
- CNCL-55      (3) *the **Finance Committee** meeting held on June 2, 2025;*
- (4) *the **Planning Committee** meeting held on June 3, 2025; (distributed separately)*
- be received for information.*



Consent  
Agenda  
Item

7. **PLAQUE RECOGNIZING THE NATIONAL HISTORIC EVENT  
RELATED TO TOMEKICHI HOMMA**

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

CNCL-58

See Page CNCL-58 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

*That the proposed location for the installation of the National Historic Event Designation Cunningham v. Tomey Homma plaque, in the front garden of the Japanese Benevolent Fishermen's Society Building, be supported in principle, and that the application process for the associated Heritage Alteration Permit required for the building, proceed.*



Consent  
Agenda  
Item

8. **2025-2026 ENGAGING ARTISTS IN COMMUNITY PROGRAM  
PUBLIC ART PROJECTS**

(File Ref. No. 11-7000-09-20-089) (REDMS No. 7999500)

CNCL-88

See Page CNCL-88 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

*That the 2025-2026 Engaging Artists in Community Program Public Art Projects, as presented in the staff report titled "2025-2026 Engaging Artists in Community Program Public Art Projects", dated May 5, 2025, from the Director, Arts, Culture and Heritage Services, be approved.*



Consent  
Agenda  
Item

9. **PROPOSED PRACTICES TO ACCELERATE BLACKBERRY  
MANAGEMENT IN RICHMOND**

(File Ref. No. 10-6160-07-01) (REDMS No. 7808159)

CNCL-116

See Page CNCL-116 for staff memorandum

CNCL-117

See Page CNCL-117 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

*That Option 2, as outlined in the staff report titled “Proposed Practices to Accelerate Blackberry Management in Richmond”, dated May 5, 2025, from the Director, Climate and Environment and the Director, Parks Services, for the implementation of an annual blackberry management program be approved.*



Consent  
Agenda  
Item

10. **HUGH BOYD COMMUNITY PARK PLAYGROUND RENEWAL –  
ENGAGEMENT RESULTS AND NEXT STEPS**

(File Ref. No. 06-2345-20-HBOY1) (REDMS No. 8006401)

CNCL-128

See Page CNCL-128 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

- (1) *That the priorities and scope as outlined in the Playground Renewal section in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services, be approved; and*
- (2) *That staff proceed with next steps as outlined in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services.*



Consent  
Agenda  
Item

11. **IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA (IRCC)  
FUNDING CUTS**

(File Ref. No. 07-3300-01) (REDMS No. 8056346)

CNCL-155

See Page **CNCL-155** for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That a letter be prepared for the Mayor's signature addressed to federal government officials including: the Prime Minister of Canada; Minister of Immigration, Refugees and Citizenship; and Richmond's Members of Parliament to advocate for Immigration, Refugees and Citizenship Canada to reinstate funding for settlement programs in Richmond in response to the ongoing needs of newcomers, immigrants and refugees, as outlined in the staff report titled "Immigration, Refugees and Citizenship Canada (IRCC) Funding Cuts", dated May 21, 2025, from the Director, Community Social Development; and*
- (2) *That the proposed resolution, titled "Reinstatement of Federal Funding for Settlement Programs" (Attachment 1), that calls for the Government of British Columbia to advocate to the federal government to reinstate funding for settlement programs in BC and develop a sustainable funding model for the continuation of these programs, be endorsed and submitted to the Union of BC Municipalities (UBCM) for consideration during its 2025 UBCM Convention.*



Consent  
Agenda  
Item

12. **REFERRAL RESPONSE – RELEASE OF CLOSED COUNCIL  
INFORMATION**

(File Ref. No. 01-0105-01) (REDMS No. 8060729)

CNCL-162

See Page **CNCL-162** for staff memorandum

CNCL-164

See Page **CNCL-164** for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response - Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved;*

- (2) *That the voting record be made public at the time a closed report is disclosed, and that this requirement be applied retroactively to January 1, 2024; and*
- (3) *That the essence of Council’s discussion be summarized in a closed meeting and disclosed at the time the closed report is made public, without attributing specific statements to individual members of Council and be applied retroactively to January 1, 2025.*



Consent  
Agenda  
Item

13. **APPLICATION BY FOUGERE ARCHITECTURE INC. FOR REZONING AT 9040 FRANCIS ROAD FROM THE “NEIGHBOURHOOD COMMERCIAL (CN)” ZONE TO THE “RESIDENTIAL/LIMITED COMMERCIAL (ZMU60) – FRANCIS ROAD (BROADMOOR)” ZONE**  
(File Ref. No. RZ 24-011883) (REDMS No. 7973056)

**CNCL-172**

**See Page CNCL-172 for full report**

**PLANNING COMMITTEE RECOMMENDATION**

- (1) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, to change the land use designation of 9040 Francis Road from “Commercial” to “Limited Mixed Use” in Attachment 1 to Schedule 1 of Richmond Official Community Plan Bylaw 9000 (City of Richmond 2041 OCP Land Use Map), be introduced and given first reading;*
- (2) *That Bylaw 10649, having been considered in conjunction with:*
  - (a) *the City’s Financial Plan and Capital Program; and*
  - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;*
- (3) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and*

- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, to create the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, and to rezone 9040 Francis Road from “Neighbourhood Commercial (CN)” to “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, be introduced and given first reading.*



Consent  
Agenda  
Item

14. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 8160 NO. 5 ROAD FROM AGRICULTURE (AG1) TO ASSEMBLY (ASY)**

(File Ref. No. RZ 23-026410) (REDMS No. 7982112)

CNCL-235

See Page CNCL-235 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, for the rezoning of the westerly 110 m of 8160 No. 5 Road from “Agriculture (AG1)” to “Assembly (ASY)” to facilitate the proposed assembly use (religious statues), associated parking, existing barn and proposed roadside stand be introduced and given first reading.*



Consent  
Agenda  
Item

15. **RESPONSE TO METRO VANCOUVER’S REFERRAL: METRO 2050 REGIONAL GROWTH STRATEGY AMENDMENT PROPOSED BY THE CITY OF DELTA FOR THE PROPERTIES LOCATED AT 4800 AND 5133 SPRINGS BOULEVARD**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8050641)

CNCL-270

See Page CNCL-270 for full report

PLANNING COMMITTEE RECOMMENDATION

*That the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled “Response to Metro Vancouver’s Referral: Metro 2050 Regional Growth Strategy Amendment Proposed by the City of Delta for the Properties Located at 4800 and 5133 Springs Boulevard”, dated May 9, 2025, from the Director, Policy Planning, be provided to the Metro Vancouver Regional District Board.*



Council Agenda – Monday, June 9, 2025

Pg. # ITEM

Consent  
Agenda  
Item

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

(File Ref. No. 08-4057-05) (REDMS No. 8041124)

CNCL-288

See Page CNCL-288 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673 be introduced and given first, second, and third readings; and*
- (2) *That Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647 be introduced and given first, second, and third readings.*



Consent  
Agenda  
Item

17. **APPLICATION BY SIAN ENTERPRISES LTD FOR REZONING AT 9620, 9640, 9660 AND 9700 ALBERTA ROAD FROM “SMALL-SCALE MULTI-UNIT HOUSING (RSM/XL)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM3)” ZONE**

(File Ref. No. RZ 18-829606) (REDMS No. 8023770)

CNCL-348

See Page CNCL-348 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10671, for the rezoning of 9620, 9640, 9660 and 9700 Alberta Road from “Small-Scale Multi-Unit Housing (RSM/XL)” zone to “Medium Density Townhouses (RTM3)” zone, be introduced and given first, second and third reading.*



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CONSIDERATION OF MATTERS REMOVED FROM THE  
CONSENT AGENDA

\*\*\*\*\*

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

- CNCL-379**      Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 10277**  
(6740 and 6780 Francis Road, RZ 17-775025)  
Opposed at 1<sup>st</sup> Reading – Cllrs. Day, Steves and Wolfe  
Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – Cllrs. Day, Steves and Wolfe

**NOTE:**      *With the implementation of Bylaw No. 10573 (SSMUH) Bylaw, Bylaw No. 10277 is now rezoning from RSM/XL zone to RTL4 zone.*

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- CNCL-381**      Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 10288**  
(6571 and 6591 No. 1 Road, RZ 16-731275)  
Opposed at 1st Reading – None  
Opposed at 2nd/3rd Readings – None

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- CNCL-383**      Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 10665**  
Opposed at 1st Reading – None  
Opposed at 2nd/3rd Readings – None

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## Council Agenda – Monday, June 9, 2025

Pg. #	ITEM	
CNCL-385	Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment <b>Bylaw No. 10666</b> Opposed at 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.	<input type="checkbox"/>
CNCL-387	Municipal Ticket Information Authorization Bylaw No. 7321, Amendment <b>Bylaw No. 10667</b> Opposed at 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.	<input type="checkbox"/>
CNCL-388	Business Regulation Bylaw No. 7538, Amendment <b>Bylaw No. 10668</b> Opposed at 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.	<input type="checkbox"/>
CNCL-389	Business Licence Bylaw No. 7360, Amendment <b>Bylaw No. 10669</b> Opposed at 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.	<input type="checkbox"/>
CNCL-390	Housing Agreement (Market Rental Housing) 3420 Ketcheson Court, <b>Bylaw No. 10672</b> Opposed at 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.	<input type="checkbox"/>

## DEVELOPMENT PERMIT PANEL

### 18. RECOMMENDATION

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

- CNCL-411 (1) *That the Chair's reports for the Development Permit Panel meetings*  
CNCL-415 *held on January 17, 2024 and March 27, 2024, and March 13, 2024,*  
*be received for information; and*
- (2) *That the recommendations of the Panel to authorize the issuance of:*
- (a) *a Development Permit (DP 22-021165) for the properties at 6571 and 6591 No. 1 Road;*
- (b) *Development Permit (DP 21-941827) for the property at 6740 and 6780 Francis Road,*  
*be endorsed, and the Permits so issued.*



## PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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



- CNCL-418 De Whalen, President, Richmond Poverty Reduction Coalition to request the City of Richmond endorse and forward a resolution to the 2025 UBCM conference regarding the right to housing.

20. *Motion to rise and report.*



## ADJOURNMENT





**Regular Council**

**Monday, May 26, 2025**

Place: Council Chambers  
Richmond City Hall

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

Corporate Officer – Claudia Jesson

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

RES NO.    ITEM

**MINUTES**

- R25/10-1    1.    It was moved and seconded  
*That:*
- (1)    *the minutes of the Regular Council meeting held on May 12, 2025, be adopted as amended;*
  - (2)    *the minutes of the Regular Council meeting for Public Hearings held on May 20, 2025, be adopted as circulated; and*
  - (3)    *the Metro Vancouver 'Board in Brief' dated April 25, 2025, be received for information.*

**CARRIED**



**Regular Council  
Monday, May 26, 2025**

**AGENDA ADDITIONS & DELETIONS**

R25/10-2

It was moved and seconded

*That the Special General Purposes Committee Meeting Minutes be added to the Council Agenda as Item No. 6(5).*

**CARRIED**

**PRESENTATION**

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

**COMMITTEE OF THE WHOLE**

R25/10-3

2. It was moved and seconded

*That Council resolve into Committee of the Whole to hear delegations on agenda items (7:03 p.m.).*

**CARRIED**

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

R25/10-4

4. It was moved and seconded

*That Committee rise and report (7:04 p.m.).*

**CARRIED**

**CONSENT AGENDA**

R25/10-5

5. It was moved and seconded

*That Items No. 6 through No. 12 be adopted by general consent.*

**CARRIED**



**Regular Council  
Monday, May 26, 2025**

**6. COMMITTEE MINUTES**

*That the minutes of:*

- (1) the Community Safety Committee meeting held on May 13, 2025;*
- (2) the General Purposes Committee meeting held on May 20, 2025;*
- (3) the Planning Committee meeting held on May 21, 2025;*
- (4) the Public Works and Transportation Committee meeting held on May 21, 2025; and*
- (5) the Special General Purposes Committee meeting held on May 23, 2025;*

*be received for information.*

**ADOPTED ON CONSENT**

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

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

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



**Regular Council  
Monday, May 26, 2025**

- (4) *That a copy of the staff report and a letter requesting that funds expended in the last 10 years on Restorative Justice by the City be paid back by the Provincial Government to the City, be sent to local Members of the Legislative Assembly and the Attorney General; and*
- (5) *That the staff report be posted on the City's website.*

**ADOPTED ON CONSENT**

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

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

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

**ADOPTED ON CONSENT**



**Regular Council  
Monday, May 26, 2025**

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

(File Ref. No. 08-4105-20- RZ 25-009451) (REDMS No. 8044593)

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

**ADOPTED ON CONSENT**

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

(File Ref. No. 12-8060-20-010672; 08-4057-05) (REDMS No. 8021404, 8021842)

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

**ADOPTED ON CONSENT**

**11. APPOINTMENT OF APPROVING OFFICER**

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

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

**ADOPTED ON CONSENT**



**Regular Council**  
**Monday, May 26, 2025**

**12. TRAFFIC CALMING MEASURES ALONG 6<sup>TH</sup> AVENUE**

(File Ref. No. 10-6450-09-01)

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

**ADOPTED ON CONSENT**

**NON-CONSENT AGENDA ITEM**

**SPECIAL GENERAL PURPOSES COMMITTEE**

Mayor Malcolm D. Brodie, Chair

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

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

R25/10-6

It was moved and seconded

- (1) *That the Proposed Strategic Policy Directions outlined in the staff report titled "Official Community Plan Targeted Update - Proposed Strategic Policy Directions" dated May 5, 2025, from the Director, Policy Planning, be endorsed for consultation with residents and interested parties as part of the Official Community Plan Targeted Update; and*
- (2) *That staff report back on the consultation results on the Proposed Strategic Policy Directions for the Official Community Plan Targeted Update.*

**CARRIED**





### **Regular Council Monday, May 26, 2025**

#### **PUBLIC ANNOUNCEMENTS**

Mayor Brodie announced that:

The following were appointed to the Richmond Social Development Advisory Committee for a two-year term to expire on December 31, 2026:

- Parm Grewal (Richmond Multicultural Services Society);
- Hajira Hussain (Richmond Food Bank Society);
- Ravinder Johal (Richmond School District);
- Mei Malixi (Turning Point Recovery Society);
- Nancy Pagani (Richmond Centre for Disability);
- Prabath Pullay (The Salvation Army);
- Daniel Remedios (Richmond Addiction Services Society);
- Daniel Suen (Connections Community Services Society);
- JoAnn Tait (Vancouver Coastal Health);
- Khim Tan (Chimo Community Services);
- Ruth Taverner (Richmond Family Place); and
- Susan Walters (Richmond Public Library).

Councillor Bill McNulty has been appointed to the Richmond Social Development Advisory Committee as a non-voting member.



**Regular Council  
Monday, May 26, 2025**

**BYLAWS FOR ADOPTION**

R25/10-7

It was moved and seconded

*That the following bylaws be adopted:*

*Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10633;*

*Housing Agreement (23200 Gilley Road) Bylaw No. 9955, Amendment Bylaw No. 10646; and*

*Housing Agreement (5591, 5631, 5651 and 5671 No 3 Road) Bylaw No. 10057, Amendment Bylaw No. 10654.*

**CARRIED**

**DEVELOPMENT PERMIT PANEL**

R25/10-8

14. It was moved and seconded

*(1) That the minutes for the Development Permit Panel meeting held on April 30, 2025, be received for information.*

**CARRIED**

**PUBLIC DELEGATION ON NON-AGENDA ITEM**

R25/10-9

15. It was moved and seconded

*That Council resolve into Committee of the Whole to hear delegations on non-agenda items (7:33 p.m.).*

**CARRIED**

Jerome Dickey, Richmond resident, spoke on democracy in Richmond and expressed concerns with (i) accountability, (ii) ethics, (iii) compensation, (iv) commitment, and (v) prioritizing the residents of Richmond.



**Regular Council**  
**Monday, May 26, 2025**

- R25/10-10 16. It was moved and seconded  
*That Committee rise and report (7:40 p.m.).*

**CARRIED**

Opposed: Cllrs. Gillanders  
Wolfe

**ADJOURNMENT**

- R25/10-11 It was moved and seconded  
*That the meeting adjourn (7:41 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 26, 2025.

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Mayor (Malcolm D. Brodie)

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Corporate Officer (Claudia Jesson)



**Special Council  
Monday, June 2, 2025**

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie  
Councillor Chak Au (by teleconference)  
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 4:00 p.m.

RES NO. ITEM

Mayor Brodie recessed the meeting at 4:01 p.m. for the General Purposes Committee and Finance Committee meetings.

The meeting reconvened at 5:29 p.m. with all members of Council present.

**RICHMOND OLYMPIC OVAL CORPORATION**

1. **UNANIMOUS CONSENT RESOLUTIONS OF THE SHAREHOLDER OF RICHMOND OLYMPIC OVAL CORPORATION**  
(File Ref. No.)

SP25/2-1 It was moved and seconded



**Special Council**  
**Monday, June 2, 2025**

RES NO.    ITEM

***BE IT RESOLVED THAT:***

- (1) *The Shareholder acknowledges and confirms the previous receipt of financial statements of the Company for the period from January 1, 2024 to December 31, 2024, together with the auditor's report on such financial statements, which financial statements were approved by the Company's board of directors on April 22, 2025 and presented to the Shareholder at the Finance Committee meeting of Richmond City Council on May 5, 2025;*
- (2) *In accordance with the Company's Articles, the following persons, who have consented to be directors of the Company, are hereby elected as directors of the Company, to hold office for the term ending immediately prior to the annual general meeting of the Company held in 2027:*
  - i. *Traci Corr*
  - ii. *Bob Jackson*
  - iii. *Kush Panatch*
  - iv. *Bob Ransford*
  - v. *Serj Sangara*
- (3) *KPMG LLP be appointed as auditors of the Company until the next annual reference date of the Company or until a successor is appointed, at a remuneration to be fixed by the directors;*
- (4) *The 2024 Annual Report of the Company is hereby received;*
- (5) *June 2, 2025 be and is hereby selected as the annual reference date for the Company for its current annual reference period; and*
- (6) *That the number of Directors of the Company be set at nine.*

**CARRIED**



Special Council  
Monday, June 2, 2025

RES NO.    ITEM

LULU ISLAND ENERGY COMPANY

2.    **UNANIMOUS RESOLUTIONS OF THE SHAREHOLDER OF LULU ISLAND ENERGY COMPANY LTD.**

(File Ref. No.)

SP25/2-2

It was moved and seconded

**RESOLVED THAT:**

- (1)    *the shareholder acknowledges that the financial statements of the Company for the period ended December 31, 2024, and the report of the auditors thereon, have been provided to the shareholder in accordance with the requirements of the British Columbia Business Corporations Act;*
- (2)    *all lawful acts, contracts, proceedings, appointments and payments of money by the directors of the Company since the last annual reference date of the Company, and which have previously been disclosed to the shareholder, are hereby adopted, ratified and confirmed;*
- (3)    *the number of directors of the Company is hereby fixed at 7;*
- (4)    *the following person will be removed as a director of the Company effectively immediately:*  

*Kirk Taylor;*
- (5)    *the following persons, each of whom has consented in writing to act as a director, are hereby elected as directors of the Company, to hold office until the next annual general meeting of the Company or unanimous resolutions consented to in lieu of holding an annual general meeting, or until their successors are appointed:*
  - i.    *Jerry Ming Chong*
  - ii.   *John David Irving*
  - iii.   *Roeland Zwaag*
  - iv.   *Anthony Capuccinello Iraci*
  - v.    *Wayne Craig*

3.



**Special Council**  
**Monday, June 2, 2025**

RES NO.    ITEM

*vi.    Peter Russell*

*vii.   Venus Ngan*

- (6) *KPMG LLP be appointed as auditors of the Company until the next annual reference date of the Company or until a successor is appointed, at a remuneration to be fixed by the directors; and*
- (7) *June 2, 2025 is hereby selected as the annual reference date for the Company for its current annual reference period.*

**CARRIED**

**ADJOURNMENT**

SP25/2-3

It was moved and seconded  
*That the meeting adjourn (5:35 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the Special meeting of the Council of the City of Richmond held on Monday, June 2, 2025.

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Mayor (Malcolm D. Brodie)

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Corporate Officer (Claudia Jesson)

**For Metro Vancouver meetings on Friday, May 23, 2025**

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

[media@metrovanancouver.org](mailto:media@metrovanancouver.org).

**Metro Vancouver Regional District**

**D1 Shayne Gregg, Partner, Governance & Risk, Deloitte Canada – Final Report on Governance Review**

**RECEIVED**

Shayne Gregg provided the MVRD Board with the Final Report on the Governance Review.

The Board received the report and referred it to a newly formed Governance Committee.

**I2. Governance Review Recommendations**

**APPROVED**

The Board directed staff to draft revisions to the Remuneration Bylaw to eliminate double meeting fees for meetings that last longer than four hours; and to eliminate remuneration for travelling on Metro Vancouver business.

The Board also referred a recommendation on committee chair remuneration to the Governance Committee, and resolved to invite the Province of British Columbia to appoint a liaison to the Governance Committee to participate in the implementation of relevant Governance Review recommendations.

**E1.1 2025 Update on Regional District Sustainability Innovation Fund Projects – Regional Parks**

**RECEIVED**

This report provided an update on five Regional Parks projects that were approved for funding between 2019 and 2023 under the Regional District Sustainability Innovation Fund and are currently in-progress or have been completed or discontinued since the last update to the designated Standing Committee.

Projects funded by the Sustainability Innovation Fund support regional sustainability, protect the environment, advance resilience, and continuously improve service delivery by allowing Metro Vancouver to explore and implement innovative approaches and respond to emerging issues and evolving best practices. The five projects are:

- Managing Capacity and Reducing Emissions: Real-time Parking Availability in Regional Parks (nearing completion)
- Natural Asset Management in Regional Parks (nearing completion)
- Promoting Peatland Recovery in Areas Affected by Wildfire in the Burns Bog Ecological Conservancy Area (complete)
- Showcasing Innovation in Alternative Powered Park Operations and Maintenance Equipment to Reduce Emissions (complete)



- Future Carbon Storage and Greenhouse Gas Emissions at Burns Bog under Different Management and Climate Scenarios (nearing completion).

These projects advance natural asset management and ecosystem protection and innovations in emission reductions and climate policy.

The Board received this report for information.

### **E2.1 2025 Update on Regional District Sustainability Innovation Fund Projects – Housing**

**RECEIVED**

This report provided an update on seven Metro Vancouver Housing projects that were approved for funding between 2020 and 2024 under the Regional District Sustainability Innovation Fund (SIF). Projects are currently in-progress since the last update to the designated Standing Committee.

Many of the Metro Vancouver Housing Sustainability Innovation Fund projects include a design phase and capital for delivery of a pilot system with a number of projects now moving to the construction stage. The projects are as follows:

- Building Resilience: Exploring the Potential of Renewable Energy Building Infrastructure
- Step Code Implementation Impacts for Building Envelope Rehabilitation of Existing Buildings
- 1-in-50 Year Deep Energy Retrofit Project for Existing Multi-Unit Residential Buildings
- Decarbonized On-Demand Domestic Hot Water Systems
- Living Building Challenge for Existing Affordable Housing Projects
- Prefabricated Mass-Timber Panels in Existing Multi-Unit Residential Buildings
- Rental Housing Blueprint Streamlining Multi-Family Affordable Rental Housing Delivery Through Standardization and Modern Construction Methods

SIF projects in housing are positioned to result in approaches that both further regional sustainability objectives, and result in continuous improvements for Metro Vancouver Housing by demonstrating new approaches with cost and time savings for housing delivery.

The Board received this report for information.

**E3.1 Scan of Flood-related Capital Projects in the Metro Vancouver Region – Preliminary Results**

**RECEIVED**

Metro Vancouver actively participates in ongoing flood resiliency planning processes in the Lower Fraser region. To support this ongoing work and to help advance the *BC Flood Strategy*, staff presented a scope of work to the Flood Resiliency Committee in July 2024 for a scan of flood related capital projects in the Metro Vancouver region. The scan, in the form of a visual map and information table, is substantially complete and is presented as part of this report as *preliminary results* for Committee and Board review and feedback.

The scan provides a lay of the land in terms of existing and planned flood risk reduction capital projects, relying primarily on provincial and federal funding data. A total of 89 projects have been scanned, dating from ~2010 to the present, ranging from coastal and river flood protection, to stormwater flood protection, to dike-related projects and nature-based solutions. Staff will next look to fill in any gaps in information, including adding in new or missed projects. The Committee and Board will be provided with updated versions of the map and table later this year.

The Board received this report for information.

**E3.2 Climate 2050 Roadmap Update**

**RECEIVED**

This report presents a revised approach for the remaining four *Climate 2050* issue areas / road maps (Land Use and Urban Form, Water and Wastewater Infrastructure, Solid Waste, and Human Health and Well-Being), which integrates climate policy and actions into existing planning processes and implementation plans. Rather than creating stand-alone roadmaps, climate actions related to these four issue areas will be integrated within updates to management plans and other planning processes. This revised approach aims to optimize staff resources and engagement efforts, respond to Board direction, and to ensure climate actions are aligned with other plans and policies. This approach is expected to lead to operational efficiencies for integrating climate considerations into core services and planning.

The Board received this report for information.

**E3.3 Local Government Policy Toolkit for Improving Thermal Safety in Apartment Buildings**

**APPROVED**

Metro Vancouver, member jurisdictions, public health authorities and others are exploring ways to protect residents from heat waves such as the 2021 heat dome that caused 619 deaths in BC. Vulnerable residents in apartment buildings without cooling are especially at risk.

Metro Vancouver partnered with the City of North Vancouver, Vancouver Coastal Health Public Health (VCH Public Health), and the City of Vancouver to develop a policy toolkit for local governments that supports climate and health priorities outlined in the *Climate 2050 Buildings Roadmap* and *Metro 2050*. Member jurisdiction staff across the region have expressed the need for information that brings together approaches and solutions to protect residents from the health risks of extreme heat. The toolkit identifies a range of measures that will improve thermal safety, including installing cooling devices, adding shading to building exteriors, improving airflow, and managing heat-related risks for occupants. Based on this toolkit, Metro Vancouver will engage members to explore collaborative opportunities to enhance thermal safety in the region's housing stock. This work aligns with the BC Government's recent commitment to continue funding for heat pump incentives in apartment buildings for residents vulnerable to extreme heat.

The Board received this report for information and directed staff to forward a copy of the report to member jurisdictions with an offer to present to council.

**E3.4 BC Utilities Commission Decisions on BC Hydro's Distribution Extension Policy and 2024 Rate Design Applications**

**RECEIVED**

As directed by the MVRD Board, Metro Vancouver participated with member jurisdictions (City of Richmond, City of Vancouver, and District of North Vancouver) as local government interveners in two BC Utilities Commission proceedings for BC Hydro's Distribution Extension Policy and 2024 Rate Design. The local government interveners recommended the BC Utilities Commission approve both applications, stating support along with suggested areas for improvement and analysis.

The BC Utilities Commission approved the new Distribution Extension Policy, effective July 5, 2025, and the 2024 Rate Design, with most changes in effect as of April 1, 2025. A separate Net Metering Service Rate proceeding, stemming from the Rate Design process, is underway to address compensation for customer-generated electricity exported to the grid. Local government interveners' input informed BC Hydro's commitments to engage local governments on small-scale multi-unit housing connections and to the BC Utilities Commission directing BC Hydro to report on rate impacts for low-income households. Metro Vancouver staff will continue to engage with BC Hydro, the Province and the BC Utilities Commission to support policies and rate designs aligned with local government energy transition goals.

The Board received this report for information.

**E3.5 Air Quality Advisory Program and Preparedness for 2025**

**RECEIVED**

For over 30 years, Metro Vancouver has operated an air quality advisory program in collaboration with health authorities and partners. Metro Vancouver issues air quality warnings to protect public health when regional air quality degrades. In 2025, the name “air quality advisory” will change to “air quality warning”, aligning with provincial and federal partners to improve public understanding of air quality warnings.

The risk of wildfire and smoke this season depends on May and June rainfall, which can influence the length and intensity of the wildfire season in BC. Lower snowpack levels are also important indicators of increased wildfire risk in summer. Average snowpack levels are below normal in BC (73 percent on March 1) and Metro Vancouver’s watersheds (80 percent on April 3). Metro Vancouver is experiencing the impacts of a changing climate now, with wildfire smoke and heat waves degrading regional air quality in seven of the last ten summers.

The Board received this report for information.

**E3.6 Proposed Amendments to Air Quality Management Fees: Initiating Engagement**

**APPROVED**

The MVRD Board directed staff to continue to work toward cost recovery for Metro Vancouver’s air quality regulatory function. Staff propose to engage with interest holders on amendments to *Metro Vancouver Regional District Air Quality Management Fees Regulation Bylaw No. 1330, 2021* (MVRD Bylaw No. 1330, 2021), a bylaw that establishes regulatory fees to recover program costs for air quality management and encourage emission reduction.

The proposed amendments are needed to reduce the scheduled increase to fee rates to balance cost recovery while avoiding undue financial impact on industry and regional affordability. Some program costs have decreased since MVRD Bylaw No. 1330, 2021 was adopted, which warrants a reduction in fee rates. However, odorous air contaminants remain an important generator of air quality complaints and program costs, so it is critical to set a fee structure that enables a reasonable level of program cost recovery for future years.

This report includes a discussion paper that describes the proposed amendments and that will serve as the foundation for the engagement. Staff will consider input from affected audiences and present refined proposed amendments, together with a summary of input and how it was considered, to the MVRD Board in late 2025. If adopted, implementation would proceed in 2026 or sooner if feasible.

The Board directed Metro Vancouver staff to engage with interest holders.

E4.1 Barnston Island Dike Improvement Project – Work Plan

RECEIVED

Metro Vancouver is the local government for Barnston Island and is responsible for emergency management for the Island. There is a 10-km ring dike on the Island to protect it from flooding that is maintained by the local resident-volunteer Barnston Island Diking District and overseen directly by the Province. The Province provided Metro Vancouver with a grant of \$5.25 million in 2023 to manage the process and implementation of dike improvements. Metro Vancouver also committed \$1.5 million of the Growing Communities Fund grant towards this project.

Following an update in 2024 to the Barnston Island Dike Assessment Report (2012), the MVRD Board directed staff to use the priority projects identified in the update as a guide for implementing dike improvements. Through a competitive procurement process, Metro Vancouver recently entered into a contract with Northwest Hydraulic Consultants Ltd. to complete five priorities:

Barnston Island Drainage and Dike Improvement Project Work Plan	Approximate Cost
Task 1: Design for the replacement of the flood box and pump station for the Barnston Island dike	\$500,000
Task 2: Drainage ditch study and drainage ditch upgrades on Barnston Island	\$95,000
Task 3: Bank erosion study and erosion monitoring network	\$69,000
Task 4: Dike seepage assessment	\$85,000
Task 5: Operation and maintenance manual for the dike.	\$21,000
Total	\$770,000

The associated work plan is presented in this report for information.

The board received this report for information.

E4.2 Electoral Area A Community Works Fund – University Neighbourhoods Association (UNA) Dog Park Project

APPROVED

The Community Works Fund is delivered to all local governments in British Columbia through a direct annual allocation to support local eligible priorities and is distributed within Electoral Area A based on community population. Including 2025’s annual allocation, the Electoral Area A Community Works Fund Reserve stands at approximately \$1.1 million, with 81% of that apportioned based on population to UBC, which includes the University Neighbourhoods Association (UNA).

The UNA oversees residential neighbourhoods around UBC’s campus and provides municipal-like services (including parks) to its residents. In late 2024, the UNA conducted a public engagement process for a new dog park that sought feedback on its design and features. The proposed dog park received strong support from residents, and in March 2025, the UNA Board endorsed the project moving forward to Metro Vancouver for consideration of funding in the amount of \$200,000.

If the MVRD Board approves the recommendation, Metro Vancouver will enter into an agreement with UBC (on behalf of the UNA) to reimburse them for eligible costs up to \$200,000 upon submission of required documentation.

The Board approved funding for the project.

**E4.3 Reforming the Local Government Act Survey – Electoral Area A Comments**

**APPROVED**

The Province and UBCM are currently gauging interest from regional districts and local government area associations to move forward with legislative reforms focused on regional districts. As an initial step, local government area associations, including the Lower Mainland Local Government Association, engaged a legal firm (Lidstone & Company) to prepare a discussion paper titled “Regional District Legislation Roadmap” and recently distributed a survey requesting feedback on the paper and its draft recommendations.

Metro Vancouver staff have reviewed the discussion paper and survey, and recommend that the Board direct staff to submit comments provided in this report as they relate to Electoral Area A. For clarity, the recommendation is specific to Electoral Area A and does not mean Metro Vancouver is submitting these comments on behalf of other member jurisdictions.

The Board directed staff to respond to the survey as outlined in the report.

**E5.1 UBCM 2025 Community Excellence Awards Nominations**

**APPROVED**

The UBCM Community Excellence Awards recognize UBCM members that have implemented projects or programs that demonstrate excellence in meeting the purposes of local government. Metro Vancouver is seeking Board support for the following projects:

- “Construction Impact Mitigation Framework”;
- “Leveraging Professional Governance Act”;
- “Repair Cafes”; and
- “Solid Waste Management Plan Update Collaborative Engagement Program”.

The Board approved the submission to the UBCM 2025 Community Excellence Awards.

**E5.2 Metro Vancouver External Agency Status Report – May 2025**

**RECEIVED**

This report provided updates from representatives to Metro Vancouver external agencies.

The Board received this report.

**G1.1 MVRD Development Cost Charge Waiver for Agricultural Development Designed to Result in a Low Environmental Impact Bylaw No. 1418, 2025**

**APPROVED**

In April 2025, the Finance Committee and MVRD Board endorsed the proposed criteria for a Regional Park Land Acquisition Development Cost Charge (DCC) waiver for agricultural developments designed to result in a low environmental impact and directed staff to return with a waiver bylaw. The attached bylaw establishes eligibility criteria to demonstrate low environmental impact and authority for “agricultural development” that meets the criteria to receive a full waiver from the current Park Land Acquisition DCC. The waiver is commensurate with regional and municipal jurisdictions surveyed as part of the early review of DCC programs across the province. The total number of agricultural developments is quite low ranging from 0-24 per year over the past five years, and based on feedback from the agricultural sector, under current DCC rates, no applications would move forward as they would not be financially viable.

A Water DCC Reduction Bylaw is also being proposed for eligible agricultural development. Over the long term, and through the 2027 DCC Bylaw update process, a sub-category for non-residential based on further data analysis, including a specific category for agricultural development, will be created.

The Board gave three readings to and adopted *MVRD Development Cost Charge Waiver for Agricultural Development Designed to Result in a Low Environmental Impact Bylaw No. 1418, 2025*.

## **G2.1 Sasamat Fire Service Conversion Bylaw No. 1402, 2024**

At its February 28, 2025 meeting, the Metro Vancouver Regional District Board (“the MVRD Board”) rescinded third reading of *Metro Vancouver Regional District Sasamat Fire Service Conversion Bylaw No. 1402, 2024* (“MVRD Bylaw No. 1402, 2024”), gave third reading to *MVRD Bylaw No. 1402, 2024*, as amended, and directed staff to forward *MVRD Bylaw No. 1402, 2024* to the Inspector of Municipalities for approval. *MVRD Bylaw No. 1402, 2024* received approval from the Inspector of Municipalities on April 25, 2025, and was presented to the MVRD Board for consideration of adoption.

The Board adopted the *Sasamat Fire Service Conversion Bylaw No. 1402, 2024*.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received no delegation summaries from standing committees.

The Board received information items from three standing committees.

## **Regional Parks Committee – May 7, 2025**

*Information Items:*

## **E2 Regional Parks 2024 Annual Report**

In 2024, Regional Parks continued to protect natural areas and connect people to nature, progressing towards the vision of a resilient network of regional parks and greenways that provide important climate, health, and other benefits to park visitors and the wider region.

In 2024, there were an estimated 14.5 million visits to regional parks and greenways with records set at three locations. A total of 41,171 people took part in 579 programs, events, and outreach activities, while 4,957 volunteers and park partners contributed 16,994 hours to stewardship, education activities, and interpretive programs and events. Eighty hectares of land were added to the regional parks system while staff advanced numerous planning, design, and asset management initiatives.

**Air Quality and Climate Committee – May 9, 2025**

*Information Items:*

**E7 Update on Work to Amend the GVRD Boilers and Process Heaters Emission Regulation Bylaw No. 1087, 2008**

As part of Metro Vancouver’s responsibility to manage regional air quality, the GVRD Boilers and Process Heaters Emission Regulation Bylaw No. 1087, 2008 (GVRD Bylaw No. 1087, 2008) controls the discharge of air contaminants from boilers and process heaters in buildings and light industrial facilities. In May 2022, the MVRD Board authorized staff to engage on proposed bylaw amendments to reduce emissions of nitrogen oxides, with the aim to continue meeting federal ambient air quality standards, protect public health, and minimize costs to equipment owners.

Current health findings indicate that even low concentrations of nitrogen oxides can cause health impacts like illness, hospitalization, and premature death, so it is important to keep air quality regulations current and aligned with research and best practices. In addition, proposed amendments will account for current economic conditions, feedback from engagement with those most likely to be impacted, and alignment with leading jurisdictions.

Before bringing proposed amendments to the MVRD Board, staff will explore options that propose cleaner technology, set short-term requirements achievable with Canadian technologies where possible, reduce costs relative to initial proposed amendments, and protect people near higher-emitting facilities.

**E8 Exploring Approaches to Manage Health-Related Air Contaminants from Commercial Food Production**

This report outlines a proposed study to explore measures to reduce air contaminant emissions from high-emitting commercial food production. The study will identify relevant emission control technologies and management measures used in other jurisdictions with consideration for the cost and availability of these technologies in the current context of economic uncertainty. Food production in the region is a vital sector, and staff are seeking information and options that address health concerns while accounting for costs and technology availability.

A few types of equipment and processes generate air contaminants, (such as those in smoke), that can impact the health of surrounding communities. Metro Vancouver receives about 100 to 200 air quality complaints per year related to commercial food production. Some member jurisdictions have asked Metro Vancouver to explore community impacts and potential changes to policies and regulations to better address impacts. This work will inform the evaluation of options for addressing impacts from high-emitting equipment and processes that discharge health harming air contaminants. Staff will incorporate any input from the Air Quality and Climate Committee into the project’s scope of work, and report back at a future meeting.



**Finance Committee – May 15, 2025**

*Information Items:*

**E1 Metro Vancouver Financial Policies**

The objective of this report is to provide information to the Finance Committee on the current financial policy framework for Metro Vancouver as per the request of the Finance Committee. Metro Vancouver has established financial policies to safeguard the financial assets and instruments of each entity, by setting sound financial guidelines that promote prudent fiscal management. Current policies include:

- Financial Management Policy
- Corporate Allocation Policy
- Operating, Statutory, and Discretionary Reserves Policy
- Corporate Investments Policy
- Procurement and Asset Disposal Policy
- Real Estate Authority Policy.

**Metro Vancouver Housing Corporation**

**E1.1 Riverside Drive Affordable Housing Project – DASH Feasibility**

**APPROVED**

The Digitally Accelerated Standardized Housing (“DASH”) project aims to accelerate the design and construction of mid-rise multi-family housing through standardization and digital tools. MVH has been working with the DASH team to investigate opportunities to integrate the DASH approach into two pilot projects: Moray Place and Riverside Drive. This report provides an overview of the implications of integrating the DASH system for the Riverside Drive development.

Initial investigations into the feasibility of incorporating the DASH system into the development have identified opportunities for using standard unit types based on a reference design, using extended building information modelling (BIM), and incorporating prefabricated kit of part components with anticipated savings to the project timeline, particularly at the construction stage. As a pilot project, cost savings for materials are not yet anticipated, with project costs estimated to be similar cost to traditional light wood-frame construction. As the number of DASH projects increases, the scaling of production will result in both time and material cost savings.

The Board directed staff to proceed with integrating the DASH system into the design and construction of the Riverside Drive Affordable Housing Project.

## Greater Vancouver Water District

### **E1.1 2025 Water Sustainability Innovation Fund Applications**

**APPROVED**

In alignment with the Board Strategic Plan and the Drinking Water Management Plan, these applications are submitted for Board consideration and approval.

This report presented three applications recommended for funding, totaling \$1,150,000 over three years, funded through the Water Sustainability Innovation Fund. The first application aims to integrate the Water Services departments' natural assets into the existing Asset Management Program. The second application will support the regional water utility's long-term planning by understanding the current and projected future demands of the agricultural sector. And the third application will evaluate climate change impacts to help address the vulnerability of Metro Vancouver's dams and diversion structures through a case study.

The report provided background on the Water Sustainability Innovation Fund Policy, a brief overview of the three projects and financial implications.

The Board approved Sustainability Innovation Fund funding for the three application.

### **G1.1 GVWD Development Cost Charge Reduction for Agricultural Development Designed to Result in a Low Environmental Impact Bylaw No. 264, 2025**

**APPROVED**

In April 2025, the Finance Committee and GVWD Board reviewed proposed criteria for a regional Water Development Cost Charge (DCC) reduction for agricultural developments designed to result in a low environmental impact and directed staff to return with a reduction bylaw. The attached bylaw establishes eligibility criteria to demonstrate low environmental impact and authority for "agricultural development" that meets the criteria to receive a reduction of 98% from the current Water DCC rate. The resulting rate is commensurate with member jurisdictions that have agriculture DCC rates and better reflects the estimated small proportion of regional water used by agriculture. The total number of agricultural developments is quite low ranging from 0-24 per year over the past five years, and based on feedback from the agricultural sector, under current DCC rates, no applications would move forward as they would not be financially viable.

A Park Land Acquisition DCC Waiver Bylaw is also being proposed for eligible agricultural development. Over the long term, and through the 2027 DCC Bylaw update process, a sub-category for non-residential based on further data analysis, including a specific category for agricultural development, will be created.

The Board gave first, second, third reading to and adopted *GVWD Development Cost Charge Waiver for Agricultural Development Designed to Result in a Low Environmental Impact Bylaw No. 264, 2025*.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received no delegation summaries from standing committees.

The Board received two information items from one standing committee.

### **Water Committee – May 14, 2025**

#### *Information Items:*

#### **E1 Water Supply Update for Summer 2025**

It is anticipated that the existing snowpack and expected full source reservoirs, supported by widespread compliance with lawn watering restrictions, will ensure sufficient water to meet summer water demands. Metro Vancouver's source reservoirs are filled each winter and spring by precipitation and snowmelt, and the water needs to last through the summer and into the fall. Snowpack conditions are monitored through June 15 each year with that information being used to inform dam operations, such as reservoir refill timing, and Drinking Water Conservation Plan stage activation. During the summer, daily water use in Metro Vancouver can increase by over 50 per cent, mainly due to lawn watering. Reducing outdoor water use helps conserve water for essential purposes like cooking, cleaning, and drinking, and reduces the likelihood of more stringent restrictions.

The overall decline in the region's average daily water use has slowed in recent years, emphasizing the continued importance of water conservation. We must prepare for changes to rainfall and snowpack due to climate change. In Metro Vancouver, warmer annual temperatures and longer dry spells, combined with reductions in snowpack and earlier spring melt, will put a strain on the existing water supply in the summer and fall when water use is highest. Proactive public education, supported by strong local government enforcement, is essential to managing the increased summer demand on the drinking water system, which is primarily driven by outdoor water use.

#### **E2 Wildfire Preparedness Update**

Metro Vancouver provides a reliable supply of high-quality drinking water to three million residents through its member jurisdictions. Source water protection relies on safeguarding the forested lands of the Capilano, Seymour, and Coquitlam water supply areas from wildfires.

These areas have historically low wildfire incidence due to restricted public access and strict limitations in the type of work during fire season. With this approach, the primary wildfire risk remains lightning strikes during moderate to extreme fire risk levels. To ensure quick fire detection and response, staff utilize patrols, weather reports, near real-time lightning maps, local public and air traffic smoke reports, and rapid crew deployment of dedicated wildfire crews.

Water Services Wildfire Protection Program staff have expertise in wildfire management, specialized equipment for monitoring, and are ready for strategic deployment. The program maintains strong and proven partnerships with the BC Wildfire Service and local fire departments to ensure wildfire season readiness.

## Greater Vancouver Sewerage and Drainage District

### E1.1 2025 Update on Liquid Waste Sustainability Innovation Fund Projects

RECEIVED

This report provided an update on eight projects that were approved for funding under the Liquid Waste Sustainability Innovation Fund (SIF) that are currently in progress or have been completed or discontinued since the last update to the designated Standing Committee. Projects funded by SIF support regional sustainability and continuously improve service delivery by allowing Metro Vancouver to explore and implement innovative approaches and respond to emerging issues and evolving best practices. The projects outlined in this report advance these objectives through: improving the efficiency and resilience of infrastructure, enhancing resource recovery from wastewater, producing low-carbon fuels that reduce greenhouse gas emissions, and protecting the environment. The projects are:

- High Efficiency Aeration Demonstration (discontinued)
- Intelligent Water Systems – Making Use of Sensors and Big Data Analytics (complete)
- Hydrothermal Processing – Biofuel Demonstration Facility (in progress)
- Advanced Resource Recovery from Sludge – Industrial Research Chair (in progress)
- Multiphase Composite Coating for Concrete Sewers (in progress)
- Handheld Wastewater Microbial DNA Monitor (complete)
- Biorock – Innovative Building Material (in progress)
- Hydrogen System Integration at LIWWTP (in progress).

The Board received this report for information.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received no delegation summaries from standing committees.

The Board received two information item from one standing committee.

### **Liquid Waste Committee – May 14, 2025**

#### *Information Items:*

#### **E1 Food Sector Grease Interceptor Bylaw Enforcement**

Metro Vancouver Liquid Waste Regulatory Program officers promote compliance with, and enforce, the GVS&DD's six liquid waste bylaws to mitigate risk to the District, protect the environment and human health and safety, and recover costs from industrial users. A component of the regulatory program is enforcing the Greater Vancouver Sewerage and Drainage District Food Sector Grease Interceptor Bylaw No. 365, 2023 which regulates discharges to sewer of fats, oils and grease from commercial food sector establishments (FSEs) by setting requirements for grease interceptors. The region's significant number of FSEs mean that inspections are prioritized based on municipal referrals of hot spots. In 2025, staff plan to inspect at least 350 FSEs, develop more stringent grease interceptor sizing requirements for some FSEs, continue to do outreach and education, and use Notices of Bylaw Violation where voluntary compliance efforts are not effective.

#### **E3 2025 Adult Toilet Training Campaign Launch**

Flushing disposable wipes contributes to sewer clogs, overflows, and damaged equipment that costs the region over \$2 million yearly. While there are other items that cause issues in our sewers, disposable wipes are the most problematic. To address this, Metro Vancouver is resurrecting a 2016 concept — Adult Toilet Training — that tackles wipes exclusively. Starting May 12, the campaign will target residents 18–34, as research shows they are the most likely to flush wipes. The concept delivers a singular message that asks residents to put wipes in the garbage while at the same time challenging the belief that there are “flushable” wipes. Campaign materials feature humorous bathroom tips, where one tip is always “never flush wipes.” The paid media buy includes placements on social media, Netflix, radio, restobar washrooms, and elevator screens. Campaign effectiveness will be tracked via the number of deragging incidents within the wastewater system and a 2026 post-campaign survey.



Richmond  
Sports Council

**May 2025**

**Stuart Corrigan**

8360 Colonial Drive

Richmond, BC

V7C 4T4

Email: richmondsportscouncil@gmail.com

Phone: +1.604.307.5311

**Mayor and Council**

City of Richmond

6911 No. 3 Road

Richmond, BC V6Y 2C1

**Subject: Request for a Presentation to Richmond City Council**

Dear Mayor Brodie and Members of Council,

On behalf of the Richmond Sports Council, I am writing to formally request the opportunity to appear before Richmond City Council at an upcoming meeting.

The Richmond Sports Council represents a wide range of community sports organizations that are committed to promoting active living and supporting the development of recreational and competitive sports in Richmond. We would like to present an update on current priorities, highlight key issues impacting the local sports community, and explore opportunities for continued collaboration with the City.

We believe that an open dialogue with Council will foster a stronger partnership and help us work together to enhance the quality and accessibility of sport and recreation for all residents of Richmond.

We respectfully ask to be placed on the agenda at a date that is convenient for Council and are happy to comply with any procedural requirements needed to facilitate this request.

Thank you for considering this request. We look forward to the opportunity to speak with you.

Sincerely,

**Stuart Corrigan**

Chair, Richmond Sports Council



## Parks, Recreation and Cultural Services Committee

Date: Tuesday, May 27, 2025

Place: Anderson Room  
Richmond City Hall

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

Absent: Councillor Chak Au

Also Present: Councillor Carol Day (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 Parks, Recreation and Cultural Services Committee held on April 29, 2025, be adopted as circulated.*

**CARRIED**

### DELEGATIONS

1. Kate Humble, on behalf of Parks Canada, and Tenney Homma, granddaughter of Tomekichi Homma, spoke on the addition of a plaque recognizing the National Historic Event related to Tomekichi Homma at the Japanese Fishermens' Benevolent Society (JFBS) building.

Ms. Humble noted the JFBS building is appropriate due to connections with Tomekichi Homma and with the Japanese Canadians who fundraised to help support the legal fees of Mr. Homma in the National Historic Event known as *Cunninham v. Homma*. Ms. Homma noted it has taken 13 years to locate an appropriate location for the permanent installation of the plaque, and that the installation at the JFBS building would be an honour to Mr. Homma's legacy.

1.

**Parks, Recreation & Cultural Services Committee**  
**Tuesday, May 27, 2025**

---

In response to queries from Committee, the delegation noted (i) the steps taken to identify a permanent location to secure the plaque, and (ii) that there has not been any discussion with Richmond School District #38 pertaining to the plaque.

Two additional letters of support were provided on table (attached to and forming part of these minutes as Schedule 1).

- 1A. Jim Tanaka spoke to his submission, including signed petitions proposing the installation of the plaque recognizing the National Historic Event related to Tomekichi Homma be installed at the Homma Elementary School. A further page of signed petitions in support was provided on-table (attached to and forming part of these minutes as Schedule 2).

In addition to the information submitted, Mr. Tanaka noted, (i) the proposed plaque installation at Homma Elementary School ensures Mr. Homma's legacy endures, (ii) it is the most appropriate, suitable and visible location to honour Mr. Homma, providing the opportunity of a brief history of Mr. Homma's achievements within a building also complimented by Japanese inspired design, and (iii) public access would be by appointment during school hours.

Discussion ensued regarding the opportunity to honour Mr. Homma in both locations (JFBX building and Homma Elementary School), with the National Historic Event plaque to be installed at the JBFS building, and to also consider a second plaque or something significant within Homma Elementary School that further honours the history of Mr. Homma and the Japanese Canadian community.

It was moved and seconded

***That the proposed location for the installation of the National Historic Event Designation Cunningham v. Tomey Homma plaque, in the front garden of the Japanese Benevolent Fishermen's Society Building, be supported in principle, and that the application process for the associated Heritage Alteration Permit required for the building, proceed.***

The question on the motion was not called as discussion ensued noting (i) the 125<sup>th</sup> anniversary of the important landmark legal case *Cunningham v. Homma*, (ii) the importance of the JBFS heritage building that will remain in place, updated and preserved, providing a permanent location for the National Historic Event plaque, and (iii) concern expressed with respect to encouraging the public to access the school to view the historical plaque.



**Parks, Recreation & Cultural Services Committee**  
**Tuesday, May 27, 2025**

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The following **referral motion** was then introduced:

It was moved and seconded

*That the presentation from Jim Tanaka at the May 27, 2025 Parks, Recreation and Cultural Services Committee meeting, regarding the proposed additional plaque recognizing the National Historical Event related to Tomekichi Homma at Homma Elementary School, be referred to the Council/School Board Liaison Committee.*

The question on the referral motion was not called as staff reported they had reached out to Richmond School District No. 38 earlier who advised they are checking if there are any guidelines or policies to be considered, and that the matter would need to be considered by the Richmond School Board.

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

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

**PARKS, RECREATION & CULTURE DIVISION**

**2. 2025-2026 ENGAGING ARTISTS IN COMMUNITY PROGRAM PUBLIC ART PROJECTS**

(File Ref. No. 11-7000-09-20-089) (REDMS No. 7999500)

It was moved and seconded

*That the 2025-2026 Engaging Artists in Community Program Public Art Projects, as presented in the staff report titled “2025-2026 Engaging Artists in Community Program Public Art Projects”, dated May 5, 2025, from the Director, Arts, Culture and Heritage Services, be approved.*

**CARRIED**

**3. PROPOSED PRACTICES TO ACCELERATE BLACKBERRY MANAGEMENT IN RICHMOND**

(File Ref. No. 10-6160-07-01) (REDMS No. 7808159)

In response to queries from Committee, staff noted (i) with the proposed pilot of Option 1, staff would focus on pedestrian trails, park areas and multi-use pathways, with exact locations to be determined, (ii) approximately 10 years ago the use of sheep or goats was considered for invasive species management, however it was determined to be cost prohibitive, (iii) the effect of repeated mowing would be an effective control method, however fully eradicating blackberry is challenging because of how its seed is disbursed, (iv) developed park areas such as Railway Greenway and Garden City Lands, are good examples where blackberry is effectively being managed, having had the sites cleared, replanted with new vegetation and at that time considered to be clean and free of blackberry, and (v) the City has not used pesticides on blackberry; the use of pesticides would need Council endorsement and could only be used in areas not accessible by residents.

Cognizant of the budgetary impact, Committee noted Option 2 provides a commitment to accelerate blackberry management and achieve greater success in significantly reducing the rate of blackberry growth in multiple areas.

It was moved and seconded

*That Option 2, as outlined in the staff report titled “Proposed Practices to Accelerate Blackberry Management in Richmond”, dated May 5, 2025, from the Director, Climate and Environment and the Director, Parks Services, for the implementation of an annual blackberry management program be approved.*

**CARRIED**

**4. HUGH BOYD COMMUNITY PARK PLAYGROUND RENEWAL – ENGAGEMENT RESULTS AND NEXT STEPS**

(File Ref. No. 06-2345-20-HBOY1) (REDMS No. 8006401)

In response to queries from Committee, staff noted (i) end of life for parks playground equipment is approximately 18 years; in this case it has been 16 years since the last update to the western side of the park playground, (ii) a playground fund is brought forward as part of the capital submission every year and typically identifies one to four playgrounds from a revolving list of required equipment replacements, and (iii) the playground is open for everyone to use.

**Parks, Recreation & Cultural Services Committee**  
**Tuesday, May 27, 2025**

---

It was moved and seconded

- (1) *That the priorities and scope as outlined in the Playground Renewal section in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services, be approved; and*
- (2) *That staff proceed with next steps as outlined in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services.*

**CARRIED**

The Chair advised an additional Item No. 4A be added to the agenda.

**4A. UPDATES ON 2026 MAJOR CITY EVENTS**

Major events scheduled for 2026 were noted, including:

- Kaiwo Maru arrival in Steveston - May, 2026;
- Steveston Maritime Festival - August, 2026; and
- FIFA World Cup (Vancouver) - June, 2026.

As part of the Manager’s Report, it was requested that staff provide status updates for the 2026 major events on a regular basis.

**5. MANAGER’S REPORT**

*(i) Doors Open – June 7-8, 2025*

Staff advised the 18th annual Doors Open Richmond takes place on Saturday, June 7 and Sunday June 8, with more than 50 sites across the city participating.

**Parks, Recreation & Cultural Services Committee**  
**Tuesday, May 27, 2025**

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**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 Parks, Recreation and Cultural Services Committee of the Council of the City of Richmond held on Tuesday, May 27, 2025.

---

Councillor Michael Wolfe  
Chair

---

Lorraine Anderson  
Legislative Services Associate

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

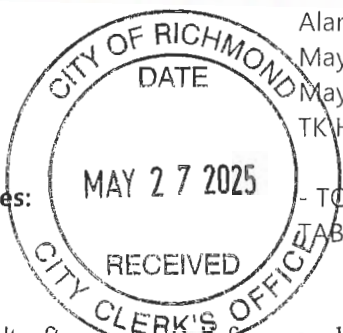
Schedule 1 to the Minutes of the  
Parks, Recreation & Cultural  
Services Committee meeting of  
Richmond City Council held on  
Tuesday, May 27, 2025.

## ON TABLE ITEM

Date: May 27, 2025  
Meeting: PRCS  
Item: 1

From: Alan Sakai <asakai123@icloud.com>  
Sent: May 25, 2025 9:15 PM  
To: Mayor and Councillors  
Subject: TK Homma Commemorative Plaque Installation

Categories: - TO: MAYOR & EACH COUNCILLOR / FROM: CITY CLERK'S OFFICE, - DISTRIBUTED ON  
TABLE



You don't often get email from asakai123@icloud.com. [Learn why this is important](#)

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

May 24, 2025

Dear Mayor and Council,

I strongly support the placement of the plaque commemorating Tomekichi "Tomey" Homma's Legal Case at the Japanese Fishermen's Benevolent Society Building (JFBSB).

- Placing the plaque at the JFBS building will serve as an educational resource to cultivate greater visibility and raise public awareness and understanding of the early Japanese settlers in a public space in the heart of historic Steveston.
- The current renewal landscape plan outside the JFBS building could incorporate the plaque, this is in progress by the City of Richmond's Culture team.
- The plaque promotes and preserves an aspect of Japanese Canadian history, heritage and contribution that can be shared with a broad audience.
- The plaque's location would be across the street where people can conveniently view the Nikkei Stories short video, Tomekichi Homma, Man of the Times on their cellphones. Information about Tomey would be centralized for those who are interested in learning more about his life.
- Tomey Homma was instrumental in fundraising and arranging support for the building of the Japanese Benevolent Fisherman's Society Building in Steveston and was the President of this society for many years. The connection to the JBS could be easily seen and enhance the story of the JBFSB and its work during a difficult era.

The plaque recognizes the historic contribution to the hard-fought, long-awaited struggle for fundamental rights of citizenship. This placement is central to the story of Tomey Homma, and the Japanese Community that he fought for.

As this commemoration belongs to all citizens it should not be encumbered by placement in a location whereby access could be restricted by competing agendas more than in a public space. An example of this would be a school where access would require special dispensation during school hours or on certain dates due to the school calendar.

Alan Sakai,  
Director Steveston Judo Club,  
Director Steveston Community Society,  
Chair of the Japanese Canadian Heritage Committee of the Steveston Community Society,  
Chair Steveston Martial Arts Centre

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**Steveston Community Society**  
*Serving the Community of Steveston Since 1946*

**ON TABLE ITEM**

Date: May 27, 2025  
Meeting: PROF  
Item: 1

May 26, 2025

Dear Mayor and Council:

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

**Re: TK Homma Commemorative Plaque Installation**

The Steveston Community Society supports the placement of the plaque commemorating Tomekichi "Tomey" Homma's Legal Case at the Japanese Fishermen's Benevolent Society Building (JFBSB).

As this commemoration belongs to all citizens, it should not be encumbered by placement in a location whereby access could be restricted by competing agendas. An example of this would be a school where access would require special dispensation during school hours or on certain dates due to the school calendar.

By placing the plaque at the JFSB building, this will serve as an education resource to cultivate greater visibility and raise public awareness and understanding of the early Japanese settlers in a public space in the heart of historic Steveston.

The current renewal landscape plan outside the JFBS building that is in progress by the City of Richmond's Culture team, could incorporate the plaque that promotes and preserves an aspect of Japanese Canadian history, heritage and contribution that can be shared with a broad audience.

The plaque's location would also be across the street where people can conveniently view the Nikkei Stories short video, Tomekichi Homma, Man of the Times on their cellphones. Information about Tomey would be centralized for those who are interested in learning more about his life.

Tomey Homma was instrumental in fundraising and arranging support for the building of the Japanese Benevolent Fishman's Society Building in Steveston and was the President of this society for many years. The connection to the JBS could be easily seen and enhance the story of the JFBSB and its work during a difficult era.

The plaque recognizes the historic contribution to the hard-fought, long-awaited struggle for fundamental rights of citizenship. This placement is central to the story of Tomey Homma, and the Japanese Community that he fought for and is best placed at the JFBSB.

Yours truly,

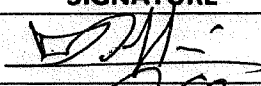

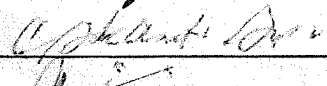

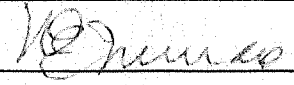
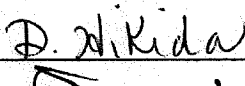
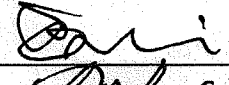
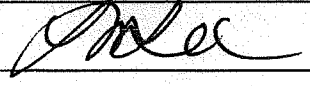
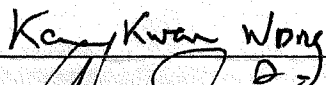
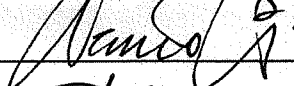
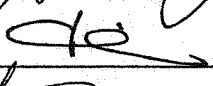
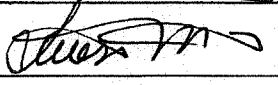
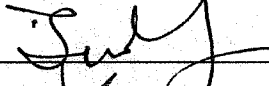
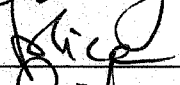
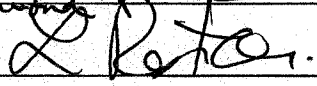
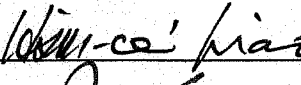

Alan Clark  
President, Steveston Community Society



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MAY 27 2025 *PA*  
& DISTRIBUTED

We the undersigned, propose Homma Elementary School located at 5100 BruRichmond City Council held on  
Richmond, B.C. is the most visible, effective and significant place for the instaTuesday, May 27, 2025.  
Tomekichi "Tomey" Homma Legal Case Plaque rather than at the preserved Japanese  
Fishermen's Hospital's Administration office and Doctor's Office building located at 3811  
Moncton St. Richmond.

NAME	ADDRESS	SIGNATURE
RUFFIE Nichol	Unit 1 - 6360 LYNAS LANE RICHMOND	
RUFFIE Canille	" "	
CRYSTAL SAKAMOTO-S	4311 STEVENSON AVE RICHMOND	
PRADDEEN SINGH	" "	
Naomi Murao	4388 Garry Road	
Debra Hikida	5540 HACKNER CRIS. RICHMOND BC	
Kyuei Shimada	74-4151 Regent ST Rd	
Lily Lee	602-7040 Granville Av	
KAM KWAN Wong	10650 Rosecroft CRS	
Winnie Li	#2106 7090 Edmunds St.	
Alice Kwong	37-12331 McNEELY DR RMO V6V 2S3	
Teresa Millar	#13-3031 Williams Rd Richmond V7E1H5	
Judy Chan	11-7733 Turnhill St. RICHMOND	
Bliss Chan	901-9133 Hemlock Drive Richmond	
Laura Reston	11618 Kings BRIDGE RICHMOND	
Hsin-mei Liao	5640 Camden Pl. Rd	
Dalton	1328/ STATION HILL	



## General Purposes Committee

Date: Monday, June 2, 2025

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au (entered the meeting at 4:37 p.m.)  
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 4:01 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the General Purposes Committee held on May 20, 2025, be adopted as circulated.*

**CARRIED**

### PLANNING AND DEVELOPMENT DIVISION

1. **IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA (IRCC)  
FUNDING CUTS**

(File Ref. No. 07-3300-01) (REDMS No. 8056346)

In response to queries from Committee, staff advised that (i) funding reductions have been in effect since April 1, 2025, and (ii) refugees currently staying at Richmond House are occupying spaces funded through the shelter program.



## General Purposes Committee

Monday, June 2, 2025

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Committee requested additional information regarding the organizations impacted by the Immigration, Refugees and Citizenship Canada (IRCC) funding cuts, specifically including: the amount of funding affected, the number of individuals served by each organization, and the demographic profile of those individuals.

It was moved and seconded

- (1) *That a letter be prepared for the Mayor's signature addressed to federal government officials including: the Prime Minister of Canada; Minister of Immigration, Refugees and Citizenship; and Richmond's Members of Parliament to advocate for Immigration, Refugees and Citizenship Canada to reinstate funding for settlement programs in Richmond in response to the ongoing needs of newcomers, immigrants and refugees, as outlined in the staff report titled "Immigration, Refugees and Citizenship Canada (IRCC) Funding Cuts", dated May 21, 2025, from the Director, Community Social Development; and*
- (2) *That the proposed resolution, titled "Reinstatement of Federal Funding for Settlement Programs" (Attachment 1), that calls for the Government of British Columbia to advocate to the federal government to reinstate funding for settlement programs in BC and develop a sustainable funding model for the continuation of these programs, be endorsed and submitted to the Union of BC Municipalities (UBCM) for consideration during its 2025 UBCM Convention.*

**CARRIED**

## FINANCE AND CORPORATE SERVICES DIVISION

### 2. **REFERRAL RESPONSE – RELEASE OF CLOSED COUNCIL INFORMATION**

(File Ref. No. 01-0105-01) (REDMS No. 8060729)

Discussion took place on the following topics: (i) the potential for more detailed minutes, (ii) the disclosure of voting records, (iii) the publication of closed meeting minutes on the City's website, (iv) the legal rationale behind current practices, (v) the importance of transparency, (vi) the redaction of confidential information and associated labour intensiveness, and (vii) the concern that discussions may be limited due to fear of disclosure.

It was moved and seconded

*That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response - Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved.*

2.

**General Purposes Committee**  
**Monday, June 2, 2025**

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The question on the motion was not called, as further discussion took place regarding (i) the appropriate timeframe for retroactive disclosure, and (ii) the inclusion of the voting record.

As a result, the following **amendment motion** was introduced:

It was moved and seconded

***That the voting record be made public at the time a closed report is disclosed, and that this requirement be applied retroactively to January 1, 2024.***

**CARRIED**

*Councillor Chak Au entered the meeting (4:37 p.m.).*

Further discussion took place on (i) capturing the essence of discussions held in closed meetings, and (ii) determining the appropriate timeframe for retroactively applying this practice, and as a result, an additional **amendment motion** was introduced:

It was moved and seconded

***That the essence of Council's discussion be summarized in a closed meeting and disclosed at the time the closed report is made public, without attributing specific statements to individual members of Council, and be applied retroactively to January 1, 2025.***

The question on the amendment motion was not called, as staff advised that, if the closed meeting minutes are requested during civil litigation, the City would be required to produce them, and recording excessive detail could have negative legal implications.

The question on the amendment motion was then called it was **CARRIED** with Cllr. Loo opposed.

The question on the main motion, as amended, which reads as follows:

- (1) *That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response - Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved;*
- (2) *That the voting record be made public at the time a closed report is disclosed, and that this requirement be applied retroactively to January 1, 2024; and*

**General Purposes Committee**  
**Monday, June 2, 2025**

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- (3) *That the essence of Council's discussion be summarized in a closed meeting and disclosed at the time the closed report is made public, without attributing specific statements to individual members of Council and be applied retroactively to January 1, 2025.*

was then called and it was **CARRIED** with Cllr. Loo opposed.

**COUNCILLOR KASH HEED**

**3. EXAMINATION OF ETHICAL IMPLICATIONS REGARDING COUNCIL MEMBERS VOTING ON ISSUES WITH PERSONAL FINANCIAL INTERESTS**

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

Discussion ensued regarding: (i) the responsibility of Council members to determine whether they should recuse themselves from a vote, (ii) the permissibility of voting for oneself in a general local election, (iii) the potential to advocate for oneself and subsequently recuse from the vote, and (iv) the ethical precedent of not recusing oneself.

It was moved and seconded

- (1) *That the Chief Administrative Officer (CAO) investigate the legal precedents surrounding the matter of Council members voting on issues with Personal Financial Interests;*
- (2) *That the CAO consider seeking a review from an ethics or conflict commissioner to gain further guidance on appropriate actions for Council members in similar situations; and*
- (3) *That the CAO report back to Council within three months.*

**CARRIED**

Opposed: Mayor Brodie  
Cllrs. Au  
Loo

## General Purposes Committee

Monday, June 2, 2025

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### PLANNING AND DEVELOPMENT DIVISION

4. **NOTIFICATION FROM PROVINCE OF SELECTION FOR HOUSING TARGETS ASSESSMENT**

(File Ref. No. 08-4040-00) (REDMS No. 8066264)

Discussion took place regarding provincial intrusion into the City's housing plan, and in response to a query from Committee, staff advised that a housing target order has not yet been issued.

It was moved and seconded

*That the verbal report be received for information.*

**CARRIED**

### ADJOURNMENT

It was moved and seconded

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

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, June 2, 2025.

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Mayor Malcolm D. Brodie  
Chair

---

Sarah Goddard  
Legislative Services Associate



## Finance Committee

Date: Monday, June 2, 2025

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au (via teleconference)  
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 5:27 p.m.

### MINUTES

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

**CARRIED**

1. **FINANCIAL INFORMATION - 1ST QUARTER MARCH 31, 2025**  
(File Ref. No. 03-0905-01) (REDMS No. 8031664)

It was moved and seconded  
*That the staff report titled, "Financial Information – 1st Quarter March 31, 2025", dated May 2, 2025 from the Director, Finance, be received for information.*

**CARRIED**

## Finance Committee

Monday, June 2, 2025

---

2. **2024 ANNUAL REPORT AND 2024 ANNUAL REPORT HIGHLIGHTS**  
(File Ref. No. 01-0375-01) (REDMS No. 8049162)

It was moved and seconded

*That the reports titled, “2024 Annual Report” and “2024 Annual Report – Highlights” be approved and posted on the City’s website.*

**CARRIED**

3. **ACTIVE CAPITAL PROJECTS FINANCIAL UPDATE – 1<sup>ST</sup> QUARTER MARCH 31, 2025**

(File Ref. No. 03-0975-01) (REDMS No. 8037659)

It was moved and seconded

*That the staff report titled, “Active Capital Projects Financial Update – 1st Quarter March 31, 2025”, dated May 5, 2025 from the Director, Finance, be received for information.*

**CARRIED**

### LULU ISLAND ENERGY COMPANY

4. **LULU ISLAND ENERGY COMPANY – 2025 1ST QUARTER FINANCIAL INFORMATION**

(File Ref. No. 03-0950-01) (REDMS No. 8053390)

It was moved and seconded

*That the Lulu Island Energy Company report titled “Lulu Island Energy Company – 2025 1st Quarter Financial Information”, dated April 21, 2025, from the Chief Executive Officer and Chief Financial Officer, be received for information.*

**CARRIED**

### RICHMOND OLYMPIC OVAL CORPORATION

5. **RICHMOND OLYMPIC OVAL CORPORATION – 1ST QUARTER 2025 FINANCIAL INFORMATION**

(File Ref. No. 03-1200-09) (REDMS No. 8060031)

It was moved and seconded

*That the Richmond Olympic Oval Corporation – 1st Quarter 2025 Financial Information report from the Director, Finance, Innovation & Technology, Richmond Olympic Oval Corporation be received for information.*

**CARRIED**

2.

**Finance Committee**  
**Monday, June 2, 2025**

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**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:28 p.m.).*

**CARRIED**

Certified a true and correct copy of the  
Minutes of the meeting of the Finance  
Committee of the Council of the City of  
Richmond held on Monday, June 2, 2025.

---

Mayor Malcolm D. Brodie  
Chair

---

Sarah Goddard  
Legislative Services Associate



**To:** Parks, Recreation, and Cultural Services Committee

**Date:** May 14, 2025

**From:** Meghan Kate Humble – National Historic Sites Superintendent – Coastal BC Field Unit  
Pierce Smith – Curator – Coastal BC Field Unit  
Kelvin Higo – Chairman of the Steveston Japanese Canadian Cultural Centre Advisory Committee  
Linda Barnes – President Steveston Historical Society  
Tenney Homma – Proponent

**Re:** **Approval to Install the National Historic Event Designation *Cunningham v. Tomey Homma***

**Seeking Recommendation:**

For approval to install, in partnership with the City of Richmond, the Historic Sites and Monuments Board of Canada (HSMBC) National Historic Event Designation *Cunningham v. Tomey Homma* in the front garden of the Japanese Benevolent Fishermen's Society Building (see Attachment 1).

**Background**

This year marks the 125th anniversary of the landmark court case *Cunningham v. Tomey Homma*. In 1900, Tomekichi "Tomey" Homma sought to secure the right to vote for Japanese Canadians. It was during a hostile, anti-Asian period in British Columbia when the White Majority and provincial politicians placed restrictions and legislation that affected the social, economic and occupational lives of Japanese immigrants. Homma believed being able to vote gave Japanese Canadians political voice to change racist laws and barriers.

This case was successful in the County Court of Vancouver and the Supreme Court of BC but was ultimately struck down by the Judicial Committee of the Privy Council in 1903 (the highest court of appeal at the time) in London, England. Almost fifty years later in 1949 and four years after Tomekichi's death, Japanese Canadians were granted their voting franchise. However, it wasn't until 1960 that equal voting rights were granted to all Canadians; further to this, specific Canada-wide voting rights were not solidified for Japanese Canadians until 1982 in the Charter of Rights and Freedoms.

**Location**

In 2017 a plaque commemorating *Cunningham v. Tomey Homma* was unveiled at the Nikkei National Museum and Cultural Centre as a National Historic Event. The Peter A. Allard Law Building at UBC was the original recommended location for the plaque installation. However, in consultation with the Musqueam Nation, UBC asked that an alternative location be chosen.

Over the last two years Parks Canada staff have been working with Tenney Homma, Grace Eiko Thomson (original proponent), and the City of Richmond Cultural Heritage staff, to find a suitable location in Richmond/Steveston for this designation. We have identified a site for installation outside the Japanese Benevolent Fishermen's Society Building (JBFS) in Steveston. This plaque placement requires a minor alteration to the exterior grounds outside the historic building. The changes to the landscape will be planned and designed collaboratively with the City of Richmond staff.



The plaque and stand as well as their maintenance are paid for and installed by Parks Canada. The proposal is to install it in front of the right side of the JFBS Building and can be completed in accordance with any requirements from the City of Richmond. The installation can be done by city staff or Parks Canada can pay for a contractor to do the work.

### **Community and Proponent Support**

As an arrival in the early 1880's to this country, Tomey Homma was one of the first Japanese immigrants to settle in Steveston. He worked in the salmon fishery and helped organize Japanese Canadian fishers to demand fair prices and equal treatment from the canners. Homma was instrumental in the founding of Gyosha Dantai (Japanese Fishermen's Benevolent Society). In 1897, he was voted by his peers to be the society's first president. Homma made an enduring mark on the JFBS as it became an important institution in the Japanese Canadian community. He was instrumental in the creation of a community hospital, open to all, as one of its first activities. Later, he endorsed the construction of a school for Japanese Canadian children. Homma's community spirit shaped the development of the early Japanese Canadian community.

The JFBS Building is deeply rooted in the history of Japanese Canadian contributions to the Steveston community. This is where Homma undoubtedly spent time working on behalf of his fellow immigrants which continued even after he moved to Vancouver. This historic building stands as a fitting place to honor one of the most pivotal legal battles for civil rights in Canadian history in which the JFBS members supported and raised funds to help pay for Homma's legal costs.

There are additional reasons to install this designation at this site. It would create an added physical enhancement and attract interest to this heritage corner as seen in Attachment 2. The JFBS Building is currently located behind the Steveston Museum and across the street from the Nikkei Stories video about Tomekichi Homma titled *A Man of the Times*. Information about Homma will be centralized making it convenient for the public to learn about his life and achievements. The location of the proposed plaque site on Moncton Street is in the heart of Steveston; it will be in a high traffic area and readily visible for maximum viewing.

In terms of plaque location, two other sites were also considered. The Tomekichi Homma Elementary School has no direct connection to Tomekichi Homma's life, though it is named after him. Putting the plaque there would be redundant and would not have the same traffic of heritage-interested visitors. Similarly, the Steveston Japanese Canadian Cultural Centre does not have the same tangible connection with Homma's life and accomplishments in this community. However, the JFBS Building was the centre of his greatest activity and provides a material, tangible connection between the fabric of the structure that was touched by his hands and the enduring legacy of his advocacy.

There is significant endorsement from local organizations, residents, and members of the broader Japanese Canadian community for the plaque to be placed at this location, as evidenced by the attendance here today and the letters of support provided.

Respectfully,

Meghan Kate Humble  
[Meghankate.Humble@pc.gc.ca](mailto:Meghankate.Humble@pc.gc.ca)  
250-661-3781  
National Historic Sites Superintendent

Pierce Smith  
[Pierce.Smith@pc.gc.ca](mailto:Pierce.Smith@pc.gc.ca)  
236-335-4090  
Curator

Att. 1: Google Map image of the location of the Japanese Benevolent Fishermen's Society Building, photographs of the outside of the Japanese Benevolent Fishermen's Society Building from City Staff.  
Att. 2: Support Letters from various community members and organizations.  
Att. 3: Backgrounder about Tomey Homma.  
Att. 4: Image of the plaque artwork and plaque text.

Canada 





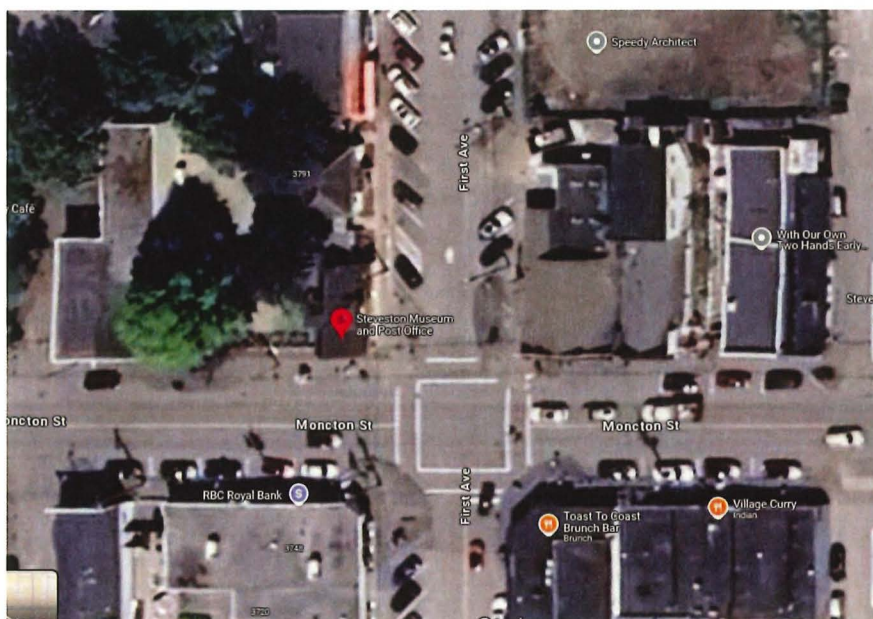
Parks  
Canada

Parcs  
Canada



**Att. 1 - Google Map image of the location of the Japanese Benevolent Fishermen's Society Building, photographs of the outside of the Japanese Benevolent Fishermen's Society Building.**

Originally this building was located between the Japanese Canadian Language School and the hospital: two important JFBS projects which Tomey Homma endorsed, fundraised for, and helped build.



Picture 1 – Google Image of Installation Street



Picture 2 – Japanese Fishmen's Benevolent Society Building in Steveston





Picture 3 – Japanese Fishmen's Benevolent Society Building Front Garden



Picture 4 – Japanese Fishmen's Benevolent Society Building Front Garden

11005 Swan Crescent  
Surrey, B.C. V3R 5B7

May 13, 2025

Parks, Recreation, and Culture Commission  
City of Richmond  
Richmond City Hall  
6911 No. 3 Road  
Richmond, B.C. V6Y 2C1

Dear Parks, Recreation, and Culture Commission:

RE: Support for Installation of Homma Plaque outside of the Japanese Benevolent Fisherman's Society Building (JBFSB) in Steveston

I am writing in support for the installation of the Cunningham V. Tomey Homma plaque (Historic Sites and Monuments Board of Canada and Parks Canada) outside of the Japanese Benevolent Fisherman's Society Building (JBFSB) in Steveston.

Tomey (Tomekichi) Homma fought for the voting rights of Japanese Canadians. This is significant if it was his only achievement, but he also did important work much earlier for the Steveston community.

Tomey Homma and other Issei (first generation Japanese Canadian) founded the first Japanese Canadian fishermen's association, Gyosha Dantai, in Steveston in 1887. In 1899, the association was registered as the Japanese Fishermen's Benevolent Association. Homma served as the first president and chair from 1887 to 1899. The association negotiated labour disputes, established the first hospital in the area which was open to all, the first form of public health care, and the first Japanese language school in Canada.

I also have a personal connection to Steveston. I am a descendant of Japanese Canadian fishers on my father's side. My Oikawa family came to Canada at the turn of the 20<sup>th</sup> century and settled on Oikawa Island. After 1942, the Oikawa name was removed and Don Island is the name currently on the charts. Former City of Richmond Councillor Harold Steves brought this history to the attention of the mayor and council.

Twenty years ago in 2005, the City of Richmond recognized the historical name, Oikawa Island. I also have a connection through my uncle Buck (Tatsuro) Suzuki who was a leader in the Japanese Canadian community in Steveston and fought to have the Japanese Canadian fishers included in the fishers' union. He also took on the challenge of protecting fish habitat at a time when most did not understand the dangers of polluting our water.

I serve on the board of the National Association of Japanese Canadians (NAJC) as past president, and am currently working on projects in Surrey and Vancouver evolving from my work with the NAJC to set in motion legacy initiatives to honour our Japanese Canadian ancestors.

Tomekichi Homma's story is important to the Japanese Canadian community and all Canadians.

I urge you to support the installation of the plaque outside of the Japanese Benevolent Fisherman's Society Building in Steveston where Tomekichi Homma did so much good work.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "L Oikawa". The signature is written in black ink and is positioned above the printed name.

Lorene Oikawa



*Arthur K Miki, CM, OM  
910-1395 Grant Avenue  
Winnipeg, MB R3M 1Z*

May 12, 2025

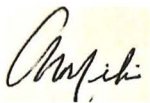
**Letter of Submission for Richmond City Council**

**Re:** Site Placement of the Historic Sites and Monuments Board of Canada Plaque  
Commemorating Tomekichi "Tomey" Homma's Legal Case at the Japanese Fishermen's  
Benevolent Society Building

As the former president of the National Association of Japanese Canadians, I am very much aware of the contribution that Mr. Tomekichi Homma made in seeking justice for Japanese Canadians who were deprived of their right to vote. I had read during the redress campaign about his long struggle through different levels of courts only to be denied the right to vote by the Privy Council in England. As far as I recall, he is truly the first Canadian human rights advocate in Canada. His challenge, despite the hostile racist environment he faced, required courage and perseverance that needs be recognized as a reminder of such past injustices.

In 2017, I attended the unveiling of the plaque in Vancouver with Grace Eiko Thomson at the Nikkei Centre and was surprised to hear the original placement was rejected. Tomekichi Homma has played an important role in the history of the Japanese in Canada and his efforts and commitment to achieve equality is something that we are proud of. I urge the Richmond City Council to give the recognition Tomekichi "Tomey" Homma deserves as proposed in the placement of Historic Sites and Monuments Board of Canada Plaque at the Japanese Fishermen's Benevolent Society Building. Thanks very much for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Art Miki', is written over a small yellow rectangular background.

Art Miki

President of National Association of Japanese Canadians 1984-92

**GEOFF MEGGS**

819 Sawcut, Vancouver, BC

May 1, 2025

Councillor Chak Au, Chair,  
Park, Recreation and Cultural Services Committee,  
City of Richmond,  
6911 No. 3 Road,  
Richmond, V6Y 2C1

Dear Councillor Au,

I am writing to express my strong support for the placement of the plaque honouring pioneer Japanese Canadian resident Tomeikichi Homma outside the Japanese Fishermen's Benevolent Society building in Steveston.

Homma was a remarkable individual whose community spirit shaped Steveston in many ways. As an early arrival to this country, he found work in the salmon fishery and helped organize Japanese Canadian fishermen to demand fair prices and equal treatment from the canners. This organization, the Japanese Fishermen's Benevolent Society, quickly became one of the most important institutions in the JC community. As founding president, Homma made an enduring mark on the JFBS and drove forward the creation of a community hospital, open to all, as one of its first activities.

Homma believed that discriminatory voting laws that restricted Japanese participation in the democratic life of the province, as well as limited Japanese participation in many occupations, were an unacceptable barrier to full citizenship. In 1900, he resigned from the JFBS to challenge these laws and sought to register to vote in the federal election that year. His test case succeeded at the county and BC Supreme Court levels, only to be overturned by the Privy Council in London. This case, however, is considered the beginning of the battle to extend the vote to all Canadians without discrimination. No doubt Homma planned his case with his friends in the JFBS, probably in this building.

As someone who has done extensive research on Homma's life and work, I can think of no better way to honour this eminent citizen of your community.

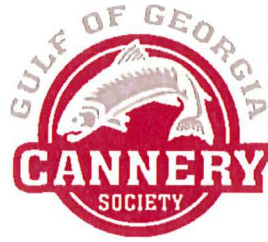
Sincerely,



Geoff Meggs

cc: Todd Gross, director





May 9, 2025

Hello,

The Gulf of Georgia Cannery Society has a long-standing relationship with Steveston's Japanese Canadian community. Our exhibits, programs and events at the Gulf of Georgia National Historic site include stories of Japanese Canadian cannery workers and families. We were very pleased to hear of the proposed installation of a Historic Sites and Monuments Board of Canada Plaque commemorating Tomekichi Homma's legal case.

The late Grace Eiko Thomson nominated Tomekichi Homma for the Historic Sites and Monuments Board of Canada (HSMBC) designation. The extended Homma family and our organization support the plaque that commemorates the landmark legal case Cunningham v. Tomey Homma be placed by the Japanese Fishermen's Benevolent Society (JFBS) building on Moncton St. in Richmond.

Examples:

- Placing the plaque at the JFBS building will serve as an educational resource to cultivate greater visibility and raise public awareness and understanding of the early Japanese settlers in a public space in the heart of historic Steveston.
- The plaque promotes and preserves an aspect of Japanese Canadian history, heritage and contribution that can be shared with a broad audience.
- As with other historic sites in Steveston, we collaborate to engage all visitors to Steveston. The placement of this at the JFBS building will not only enhance our visitors' experience but also strengthen connections within our community.

### Conclusion

This year marks a significant milestone, the 125<sup>th</sup> anniversary of Tomekichi's prominent law case to secure the right to vote. It is a fitting tribute for the plaque to be permanently placed at the historic site in Steveston.

We strongly recommend Council members support the placement of the HSMBC plaque by the JFBS building. The plaque recognizes the historic contribution to the hard-fought, long-awaited struggle for fundamental rights of citizenship. This placement is central to the story of Tomey Homma, and the Japanese Community in Richmond that he fought for.

Perry Mazzone  
Chair, Gulf of Georgia Cannery Society

April 25, 2025

Jeff Chiba Stearns

8534 Timber Court, Burnaby, BC, V5A 4B6

Author: Tomey: The Unyielding Spirit of Tomekichi Homma

To Whom It May Concern,

As the author of the forthcoming graphic novel *Tomey: The Unyielding Spirit of Tomekichi Homma*, to be published by the National Coalition Against Anti-Asian Racism (NCAAR) in May 2025, I am writing to express my full support for the installation of the 2017 Cunningham v. Tomey Homma commemorative plaque in Steveston, Richmond.

I first became aware of Tomekichi Homma in 2023 when I visited Tomekichi Homma Elementary in Steveston where I spent three days delivering author talks to the students. I did not have any prior knowledge of Tomekichi Homma before visiting the school. While at the school I read about his remarkable life from a plaque on the library wall. I was amazed that as a prominent member of the Japanese Canadian community, I had never heard of the incredible impact Tomekichi Homma had on our building and shaping community not just in Steveston but nationally.

Now having spent the last two years meticulously researching Tomekichi Homma's life for my graphic novel, I have come to respect him as one of Canada's first and greatest social justice champions and civil rights activists.

Tomekichi Homma's story is often overlooked in Canadian history but prominent members of our Japanese Canadian community such as Art Miki, President of the National Association of Japanese Canadians, 1984-1992 have been quoted in our book as saying, "Let us celebrate the courage and perseverance of the first Japanese Canadian human rights activist, Tomekichi homma!" While Maryka Omatsu, Canada's first female Judge of Asian heritage, has been quoted as saying, "Tomekichi Homma is a Japanese Canadian hero. His life was a struggle against racism for equality for all Asians."

We are recommending that this plaque be installed outside the Japanese Benevolent Fisherman's Society Building (JBFSB)—a location that holds particular relevance, as Tomekichi Homma was instrumental in its establishment and the founding of Gyosha Dantai (Japanese Fishermen's Benevolent Society). In 1897, he was voted by his peers to be the society's first president.

The Japanese Benevolent Fisherman's Society Building is deeply rooted in the history of Japanese Canadian contributions to the Steveston community, and stands as a fitting place to honour one of the most pivotal legal battles for civil rights in Canadian history.

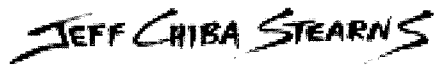
This installation will require an application for a permanent alteration within a designated Heritage Area, including modifications to the landscape outside the JBFSB. These thoughtful and respectful changes are crucial to ensuring that this nationally recognized historic event is commemorated in a meaningful and contextually appropriate setting.

In 2017, the Historic Sites and Monuments Board of Canada recognized Cunningham v. Tomey Homma as a national historic event. The Government of Canada has acknowledged that "Tomekichi Homma's legal battle is known as one of the most significant acts of resistance to repression in the history of human rights in Canada." His unwavering demand for equitable treatment laid the groundwork for future movements and legal milestones, including the Canadian Bill of Rights in 1960 and the Canadian Charter of Rights and Freedoms in 1982.

It is essential that we preserve and share stories like Homma's to help future generations understand the struggle behind the rights and freedoms we enjoy today. The right to vote—once denied to so many—is now a constitutionally protected right, thanks in part to trailblazers like Homma. The proposed plaque is more than a marker; it is a call to remember, reflect, and continue striving for justice, freedom, and equality.

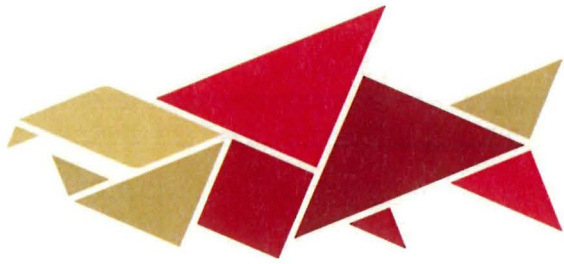
I respectfully urge the Parks, Recreation, and Culture Commission with the City of Richmond to approve the proposed location and installation of this plaque. There is no other location more fitting to honour a man who gave so much to building Steveston. This will be a powerful and permanent tribute to a man whose legacy continues to inspire future generations of activists and leaders.

Sincerely,

A handwritten signature in black ink that reads "JEFF CHIBA STEARNS". The signature is stylized with a cursive, slightly slanted font.

Jeff Chiba Stearns

Author, Tomey: The Unyielding Spirit of Tomekichi Homma



# **STEVESTON**

## **JAPANESE CANADIAN**

### **CULTURAL CENTRE**

May 1, 2025

To: Parks, Recreation, Cultural Services Committee

My name is Kelvin Higo and I am the chairman of the Steveston Japanese Canadian Cultural Centre Advisory Committee. This ad hoc advisory committee was established over 10 years ago to promote and protect the culture, history and traditions of our Japanese Canadian community.

We have been recently advised that Parks Canada, City staff and members of our Nikkei community have been working to install a plaque commemorating the 1900 Cunningham v. Tomez Homma landmark legal battle. This nomination was made to the Historic Sites and Monuments Board of Canada by the late Grace Eiko Thomson, a highly respected member of our Nikkei community.

My committee wishes to advise City Council of our support for the installation of the commemorative plaque acknowledging this historical event related to our Nikkei community and agree with its proposed location at the Fishermen's Benevolent Society building.

Locating this commemorative plaque at this location provides context with the adjacent building as well as recognizing the struggles of the Japanese immigrants to become Canadian citizens.

This year is the 125<sup>th</sup> anniversary of the historic legal case that sought the franchise for our Nikkei community and we feel it is fitting to install this commemorative plaque immediately so that this project is not delayed any longer.

Sincerely,

Kelvin Higo

Chairman - SJCCC Advisory Committee

1903-2055 Pendrell Street

Vancouver, BC V6G 1T9

May 1, 2025

TO: Richmond City Council

**RE: Placement of Tomey Homma's Plaque at the Japanese Fishermen's Benevolent Society Building**

Dear Council Members,

I am Canada's first female judge of Asian descent, now retired and a long-time activist for human rights. I am writing to support the Japanese Canadian community's proposal for the placement of Tomey Homma's plaque at the Japanese Fishermen's Benevolent Society's building on Moncton Street in Richmond, BC.

In the 1880's, Tomey Homma was one of the first Japanese to settle in Canada. He was a community leader, fisherman, newspaper publisher and advocate for social justice for Japanese (Chinese and First Nations) Canadians.

Homma is most remembered for the landmark decision of the UK Privy Council, in Cunningham v. Tomey Homma. The Privy Council overturned the decision of the BC courts and upheld the denial of the franchise and citizenship rights to naturalized and Canadian born citizens of Asian heritage.

Today, the Homma decision is studied as a racist legal decision in a dark period of British Columbia's history. A ceremony, mounting the plaque will acknowledge how far we have progressed from those days and would celebrate the life of a man who played a role in advancing rights for a more just Canada.

Thank you.

Sincerely,

Maryka Omatsu



April 30, 2025

ATTN: Parks, Recreation, and Culture Commission, City of Richmond  
RE: Support for the installation of the Historic Sites  
Cunningham V. Tomey Homma plaque

I am writing on behalf of the Nikkei National Museum & Cultural Centre (NNMCC) to wholeheartedly support the recommendation to install this designation at the Japanese Benevolent Fisherman's Society Building in Steveston which remarkably, Tomekichi Homma helped build.

We have been eagerly awaiting proper installation ever since unveiling the plaque at the NNMCC in 2017. We applaud the efforts of Pierce Smith and Kate Humble of Historic Sites for continuing to work with our community elder Grace Eiko Thomson and Homma descendant Tenney Homma to find a suitable permanent location when the original location intended to be at the Law Building at UBC fell through. It is sad that Grace, who passed away last year, will be unable to see the final installation but I am confident her spirit is in full support of the plaque's placement in a suitable space with significant public access.

We strongly encourage you to approve this proposal and would be delighted to see this happen this year, which would be the 125<sup>th</sup> anniversary of the start of Homma's important court case.

Sincerely,



Sherri Kajiwara, Director | Curator  
Nikkei National Museum & Cultural Centre





Steveston Historical Society  
3811 Moncton Street  
Richmond, B.C. V7E 3A7  
[www.historicsteveston.ca](http://www.historicsteveston.ca)

May 7, 2025

**Attention: Mayor Brodie and Council**

**Re:** Site Placement of the Historic Sites and Monuments Board of Canada Plaque  
Commemorating Tomekichi "Tomey" Homma's Legal Case at the Japanese Fishermen's  
Benevolent Society Building

On behalf of the Steveston Historical Society, we have been collaborating with Tenney Homma, the late Grace Eiko Thomson, and Rebecca Clarke from the City of Richmond to support the installation of a plaque commemorating Tomekichi "Tomey" Homma's significant legal case. Grace Eiko Thomson nominated Homma for the Historic Sites and Monuments Board of Canada (HSMBC) designation, and both the extended Homma family and our Society endorse placing this plaque by the Japanese Fishermen's Benevolent Society (JFBS) building on Moncton Street in Steveston/Richmond.

We are honored to be considered as the site for this plaque, which the City of Richmond's Culture team plans to incorporate into the renewal landscape outside the JFBS building. This plaque will celebrate the history, heritage, and contributions of Japanese Canadians, enabling a broad audience to engage with this rich legacy. Located strategically across the street, it will also allow visitors to view the Nikkei Stories short video, "Tomekichi Homma, Man of the Times," on their cellphones, providing centralized insights into Homma's life. Homma was instrumental in fundraising and supporting the construction of the JFBS building, serving as its President for many years.

This year marks the 125th anniversary of Tomekichi Homma's landmark legal battle for voting rights, making it a fitting time for this tribute. We strongly recommend that Council members support the placement of the HSMBC plaque by the JFBS building, as it honors the historic struggle for fundamental citizenship rights and highlights the pivotal role of Tomey Homma and the Japanese community in Richmond.

Thank you,

Linda Barnes and Joanne Teraguchi  
Co-Chairs  
Steveston Historical Society



## **2025 Letter of Submission for Richmond City Council**

**Date:** April 2025

**From:** Keiko Tenney-Sean Homma

3590 Benvoulin Road

Kelowna B.C. V1W 4M6

604.986.2459

**Re:** Site Placement of the Historic Sites and Monuments Board of Canada Plaque

Commemorating Tomekichi "Tomey" Homma's Legal Case at the Japanese Fishermen's  
Benevolent Society Building

We respectfully acknowledge the ancestral and unceded territories of Indigenous peoples who are the traditional keepers of the lands and waters.

**In 2017, a Historic Sites and Monuments Board of Canada plaque commemorating Tomekichi Homma and his court case, *Cunningham v. Tomey Homma* was officially designated as a National Historic Event.**

**The Canadian Government determined,**

**"Tomekichi Homma's legal battle is known as one of the most significant acts of resistance to repression in the history of human rights in Canada. Homma's demand for equitable treatment influenced others to fight for equal rights, and, in retrospect, the court case has become crucial to our understanding of the context and events that led to the enactment of the *Canadian Bill of Rights* in 1960 and the entrenchment of the *Canadian Charter of Rights and Freedoms* into the *Constitution Act* of 1982..."**

**(Backgrounder *Cunningham v. Tomey Homma*, Government of Canada Commemorates *Cunningham v. Tomey Homma* as a National Historic Event, Parks Canada Agency, News Release, Burnaby, BC, December 10, 2017)**

My name is Keiko Tenney-Sean Homma, and I am the granddaughter of Tomekichi Homma.

The late Grace Eiko Thomson nominated my grandfather for the Historic Sites and Monuments Board of Canada (HSMBC) plaque. The extended Homma family and I favourably support the plaque that commemorates my grandfather's landmark legal case *Cunningham v. Tomey Homma* be placed by the Japanese Fishermen's Benevolent Society (JFBS) building on Moncton St. in Richmond.

### **Background Information**

Tomekichi (Tomey) Homma was one of the first Japanese to settle in Steveston in the early 1880's. The son of a prestigious samurai family, he was brought up to follow the samurai code of conduct, to loyally serve one's family and community. Tomey was well educated; he spoke, read, and wrote Japanese, Chinese and English. His upbringing shaped him into becoming a committed community leader who advocated for the rights of his fellow immigrants and

championed the emergence of the early Japanese Canadian (JC) communities in Steveston and later, the Powell Street neighbourhood in Vancouver.

During this time in British Columbia, racial prejudice and discrimination were common, and the presence of a hostile anti-Asian climate was dominant. Japanese immigrants encountered harsh political, economic, and occupational hardships and inequalities which affected and restricted aspects of their lives. Tomekichi believed this environment was inequitable and unjust, so he worked to change the widespread racial prejudice and restrictions of the time.

While residing in Steveston, Tomey became a naturalized Canadian citizen; a status he believed should democratically embrace citizens regardless of ethnicity, cultural traditions, and religion. However, under the racist provincial law of his day, an amendment to the *Provincial Elections Act* that disqualified Japanese Canadians from the vote; Tomekichi was denied the rights of full Canadian citizenship. During his time in Steveston, Tomey decided to wait until he could one day challenge this unjust law and fight for the voting franchise. In 1900, that day arrived. Tomekichi brought his case before the County and B.C. Supreme Courts, both of which ruled in his favour; however, the Judicial Committee of the Privy Council in London England overturned these decisions. This judgement meant the B.C. government could grant or withhold voting rights based on race from both naturalized immigrant citizens and Canadian-born citizens. This legal ruling was the pivotal moment when racism, already written into legislation in Canada, was validated by the courts. Tomekichi realised that the inability to vote meant the Japanese would continue to face racial discrimination and restrictive laws and thus, remain second class citizens in Canada.

- The Canadian Human Rights Commission recognizes *Cunningham v. Tomey Homma* as a key legal case that has significantly shaped human rights in Canada since 1900. It marked the beginning of the protracted struggle for civil and equal rights. (Oct. 2008)
- Andrea Geiger, historian, lawyer and professor emerita at Simon Fraser University researched and examined Grandfather's court case. She argued that the British Columbia courts correctly applied the existing law when they upheld grandfather's challenge to the Provincial Voters Act and that the Privy Council's decision was ill founded in its reliance on a phrase extracted from an 1863 American legal treatise that had, by definition, no bearing in Canada. (Tomekichi Homma *The Story of a Canadian*, 2008)
- As described by Geoff Meggs, an acclaimed journalist and retired politician who was Chief of Staff for former Premier John Horgan, "In the absence of those rights, Homma's community remained forever vulnerable to discrimination and exploitation, a reality underlined by the forcible dislocation and deportation of Japanese Canadians from the BC coast in the Second World War." (Jan. 2024)

### **Placement of the Plaque**

- The Steveston Museum has exhibits about the Japanese community. The presence of the plaque by the JFBS building would be a welcome addition as Tomekichi was a prominent Japanese Canadian civil rights pioneer.
- This historic building is where Tomekichi worked and attended meetings and functions. In 1887, he helped organize the Japanese Canadian fishermen and cannery workers to

protect their economic rights by establishing the Japanese Canadian Fishermen's Association, serving as its chair until 1899 and provided social services for their emerging community with a hospital and school. His work helped shape Steveston's history and maritime culture.

- Steveston is where Tomey began his life-long fight for human rights and advocacy for social, economic and occupational equality. This is where he determined with the support of the fishing community that the fight for the voting franchise was crucial if the Japanese Canadians sought to achieve full citizenship as Canadians.
  - It was proposed to place the plaque by the Tomekichi Homma Elementary School however, as Geoff Meggs explains, "The association (JFBS) building was a place Tomekichi Homma undoubtedly visited many times. He helped organise the association and spearheaded fundraising both for the association and the hospital, which was nearby. This was also the centre of events during the salmon strikes of 1900 and 1901. Although Tomekichi Homma was then living in Vancouver, the association quickly turned its attention to his bid to win the vote as soon as the 1900 dispute was settled. It was here they raised funds to support the court challenge.  
By contrast, the school is a welcome acknowledgement of Homma's career and importance in the community, but its location has no significance in his story. A plaque there would really be redundant, simply repeating what the school's name has already accomplished.  
I strongly agree that the commemorative plaque to Tomekichi Homma should be at the JFBS Building rather than the school." (Geoff Meggs 2024)
  - The late Mr. Rintaro Hayashi, a revered Japanese Canadian community leader in Steveston, highly respected and honored the work of my grandfather. He nominated the school in Steveston to be named Tomekichi Homma. I know Mr. Hayashi would unequivocally approve and endorse the plaque placement at the JFBS building and view it as a significantly suited location.
- Placing the plaque at the JFBS building will serve as an educational resource to cultivate greater visibility and raise public awareness and understanding of the early Japanese settlers.
- The current renewal landscape plan outside the JFBS building could incorporate the plaque. The plaque would then be one of the first impressions of the Steveston Museum and an item of interest that visitors come upon. It could encourage the public to enter and explore the museum.
- The plaque promotes and preserves an aspect of Japanese Canadian history, heritage and contribution that can be shared with a broad audience.
- The plaque's location would be across the street where people can conveniently view the Nikkei Stories short video, Tomekichi Homma, Man of the Times on their cellphones. Information about Tomey would be centralised for those who are interested in learning more about his life.
- The location of the proposed plaque site on Moncton Street is in the heart of Steveston; it will be in a high traffic area and readily visible and accessible.

## **Conclusion**

This year marks a significant milestone...the 125<sup>th</sup> anniversary of Grandfather Tomekichi's prominent law case to secure the right to vote. What a fitting tribute for the plaque to be permanently placed at the historic site in Steveston.

The extended Homma Family, and I are strongly recommending City Council members to vote in favour of placing the HSMBC plaque by the JFBS building. The plaque recognizes the historic contribution to the hard-fought, long-awaited struggle for fundamental rights of citizenship. My grandfather believed the voting franchise was not a privilege but a fundamental, constitutional right. He understood that the ability to vote provided a powerful political voice to change discriminatory legislation and was a means to attain and protect justice, freedom, and equality in our democratic nation.

## **Cunningham V. Tomey Homma Plaque Inscription**

Prominent Japanese Canadian Tomekichi "Tomey" Homma fought a landmark legal battle in 1900-1903 against a provision of the British Columbia *Provincial Elections Act*, which barred Asian Canadians and first Nations from voting. While he won in the lower and superior courts, the Judicial Committee of the Privy Council in England, then Canada's highest court of appeal, upheld the Act, affirming the power of the provinces to disqualify voters on the basis of "race." The injustice of this legal precedent inspired generations of activists who fought to secure equal voting rights for all Canadians, which was achieved only in 1960.

## **Addendum**

My mother's parents, Grandfather and Grandmother Yodogawa lived in Steveston before and after the war. Their seven children were born at the Japanese Fishermen's Hospital that Grandfather Tomekichi Homma helped establish. Other Yodogawa and Homma family relatives were born and/or received medical attention at this facility.

Growing up, I considered Steveston as my second home. I have fond childhood memories of spending time there. I remember hanging onto fishing nets hung high over wooden beams in the net house. My uncles and other fishermen pushed me, so I soared beyond the open exterior doors. Summers were spent in Steveston. I picked berries with cousins, played "jump the ditch" tag with them and walked to Moncton Street to purchase penny candy. I have relatives on my mother's side still residing in Steveston.

This quaint, vibrant village remains close to my heart and that of my grandfather's. I know Grandfather Tomekichi would be pleased that the Japanese Canadian community in Steveston has more than endured; it is thriving, keeping the sense of community alive and prosperous.

Keiko Tenney-Sean Homma

3590 Benvoulin Road

Kelowna B.C. V1W 4M6

604.986.2459



7 May 2025

489 Law Centre  
Edmonton, Alberta, Canada T6G 2H5  
Tel: 780.248.1516  
Email: [eric.adams@ualberta.ca](mailto:eric.adams@ualberta.ca)

To Whom it May Concern:

**Re: Commemoration of Tomekichi Homma**

---

I am honoured to write this letter supporting the placement of a plaque commemorating the life and accomplishments of Tomekichi Homma at the Japanese Fisherman's Benevolent Society in Steveston, British Columbia.

Simply put, Tomekichi Homma is a hero of Canadian history. It took remarkable vision, courage, tenacity, and open-heartedness to lead the legal campaign to recognize the rights of Japanese Canadians to vote in the early twentieth century. In doing so, Tomekichi Homma had to confront the entrenched racism of a legal system that denied the equal worth of every individual, and the discrimination of a political culture that vilified Japanese Canadians as unworthy members of the community.

Tomekichi Homma rejected Canada's legacies of racism in favour of a vision of Canadian rights, shared civic responsibilities, and diverse communities of mutual respect and flourishing. In 1903, the Judicial Committee of the Privy Council, then Canada's highest court, disagreed. It is a tragedy that Tomekichi's vision of Canada and the rights of its citizens was not fully accepted in his lifetime. His inspiring fight for change, however, would endure as a model, especially within the Japanese Canadian community.

The national plaque honouring Tomekichi's memory and legacy would be well placed at the Japanese Fisherman's Benevolent Society in Steveston – the site of significant moments of organization among the Japanese Canadian community in their fight for recognition of their status as citizens, including the right to vote.

As a legal historian and constitutional scholar, I applaud every effort to ensure that Tomekichi's story remains alive and visible for future generations. We need to remember our champions of the past, especially in the places where their voices mattered most.

Best,

Eric M. Adams

Professor of Law





## Department of History

Academic Quadrangle 6026A, 8888 University Drive, Burnaby, BC V5A 1S6  
778-782-3521 (Tel.) 778-782-5837 (Fax) [www.sfu.ca/history/](http://www.sfu.ca/history/) (Web)

12 May 2025

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

Attn: Richmond City Council

Re: Site Placement of the Historic Sites and Monuments Board of Canada Plaque  
Commemorating Tomekichi Homma's Legal Challenge to the Provincial Voters  
Act at the Japanese Fishermen's Benevolent Society Building in Steveston, BC

Dear Councilors:

As a historian and longtime student of Japanese Canadian history who regularly taught a seminar on Nikkei history in North America, I am particularly pleased to have this opportunity to write in support of the proposed placement of the Historic Sites and Monuments Board of Canada Plaque commemorating Tomekichi Homma's early 20<sup>th</sup> century legal challenge to British Columbia's Provincial Voters Act at the Japanese Fishermen's Benevolent Society Building in Steveston, BC.

I first encountered Homma's case in 1996 when I visited what was then the Japanese Canadian National Museum (now the Nikkei National Museum) and recognized – at a time when there was as yet little information available about the substance of the case – that a profound injustice was done when the British Privy Council upheld the discriminatory provisions of the Provincial Voters Act after hearing argument in the case in 1902. The article I wrote after researching the case in depth, "Writing Racial Barriers into Law: Upholding B.C.'s Denial of the Vote to its Japanese Canadian Citizens, Homma versus Cunningham, 1902," was published in a volume of essays edited by Gail Nomura and Louis Fiset titled *Nikkei in the Pacific Northwest: Japanese Americans and Japanese Canadians in the Twentieth Century* by the University of Washington Press in 2005.

Born into a samurai family in Chiba, Japan, in 1865, Tomekichi Homma immigrated to Canada in 1883 at the age of 18. During his first years in Canada, Homma worked as a fisherman out of Steveston, B.C., where he helped to found the *Gyōsha Dantai* (Japanese Fishermen's Benevolent Society) in 1887, serving as its chairman through 1899. He joined with other community leaders in establishing a hospital for Japanese Canadian fishermen in Steveston and a Japanese language school in Richmond, B.C. Homma became a naturalized British subject in April 1893. Although he would expand his activities to include Vancouver in 1897, Homma maintained his close ties to Japanese Canadian community in Steveston whose members would be among his staunchest

Richmond City Council  
12 May 2025  
Page 2

supporters when he filed his test case challenging the racially discriminatory provisions of the Provincial Voters Act in October 1900.

Homma's effort to overturn the racially discriminatory provisions of the Provincial Voters Act failed only because the British Privy Council, then the final arbiter of cases arising in Canada, was willing to adopt an approach that was both legally and logically unsound in ways no one could have anticipated. While Homma had prevailed in B.C.'s lower courts, the Privy Council overturned their decisions, handing down a vague and poorly reasoned decision of its own that relied in significant part on a clause in an outdated U.S. legal treatise interpreting an article of the U.S. Constitution which, of course, has – by definition – no bearing in Canada.

Although Homma did not prevail, his courage in challenging an unjust law inspired generations of activists to continue the fight to secure equal rights for all Canadians.

Locating the plaque at the Japanese Fishermen's Benevolent Society Building in Steveston, BC, recognizes Tomekichi Homma's courage in challenging the racially discriminatory provisions of the Provincial Voters Act at a time when anti-Asian prejudice was rampant in BC; it also situates Steveston and its Japanese Canadian fishers at the heart of one of the most important early efforts to ensure that Canadians of all backgrounds would not be barred from voting on grounds of race but would have equal access to the franchise as they do today.

Very truly yours,

Andrea Geiger, J.D., Ph.D.  
Professor Emerita, History

# Tomekichi “Tomey” Homma

# Canada’s first

# human rights activist

by GEOFF MEGGS

**I**F ANY ONE PERSON could claim to be Canada’s first civil rights activist, surely that person would be Tomekichi “Tomey” Homma, who in 1900 challenged racist provincial voting laws at a time when anti-Asiatic prejudice was at full and violent strength.



Homma twice won the right to register to vote in lower courts only to be defeated by a verdict of the highest court in the British Empire. In its decision, the Judicial Committee of the Privy Council (JCPC) overturned its own precedent only two years earlier that denied the Province of BC the right to bar Chinese workers from employment in BC’s coal mines. It was a reversal that would deny the franchise to Japanese, Chinese and Asian Canadians for nearly 50 years, a verdict that had repercussions across the empire from South Africa to India and Australia.

As the Government of Canada acknowledged in 2017, in marking Homma’s challenge, “the JCPC’s decision had a lasting impact on Canadian federalism because it legally defined the vote as a privilege that a province could grant or withhold on the basis of race, from immigrant citizens or Canadian-born alike. It also validated in law a long tradition of racial, ethnic,



class, and gender exclusions in Canada's voting history. Moreover, it served as precedent in future legal challenges against anti-Asian legislation.”

Despite his ultimate defeat, Homma remains revered to this day in the Japanese Canadian community for his selfless sacrifice in their fight for fundamental rights and freedoms. As one community historian put it, he was “surely the foremost advocate and activist of Nikkei civil rights, and without peer.”

Homma valued the right to vote not just as a doorway to employment – many jobs required the incumbent to be on the voters list -- but for “its more cardinal substance, such as the right to elect and be elected to public office.”

For all these reasons, Homma warrants full acknowledgement in the Canadian Museum for Human Rights. As a naturalized Canadian, he expected and

***The Privy Council “defined the vote as a privilege that a province could grant or withhold on the basis of race, from immigrant citizens or Canadian-born alike.”***

demanding the full rights of citizenship: the right to vote, seek office, serve on a jury. Under a provincial law of his day, he and his descendants would forever be denied those rights by reason of their Japanese ancestry.

In the absence of those rights, the Japanese Canadian community remained forever vulnerable to discrimination and exploitation, a reality underlined by the forcible dislocation and deportation of Japanese Canadians from the BC coast in the Second World War.

Homma’s story has new resonance today as hundreds of thousands of new Canadians, already admitted as permanent residents, wait years for full citizenship and the right to shape the future of the country they have chosen as their home. His struggle raises important questions about what it means to be a Canadian.

Homma first saw Canada from the deck of a steamship that diverted to Vancouver in 1883. He was headed to study at Oxford, but he decided to stay after seeing the tree-covered mountains around Burrard Inlet and new city lots being laid out in anticipation of the arrival of the railway. He became a salmon fisherman in the growing canning industry on the Fraser River.

The son of a samurai family, he was marked by great discipline, strength of character and commitment to community service. Within ten years of arriving in

BC, he was a respected leader of the growing Japanese community, a key figure in the emerging Japanese fishermen's association. Year after year, as Japanese, white and Indigenous fishers fought with the canners and each other for a living from the fishery, Homma was in the front lines, urging organization and solidarity among the Japanese and respectful relations with Indigenous and white fishers.

At the same time, Homma led a drive to build a hospital in Steveston, open to all, that would treat the many fishermen afflicted by diseases like typhoid and malnutrition. Fluent in Chinese and English, he provided translation and court interpretation for anyone who needed it. He founded an organization to fight for the rights of Japanese and launched a number of businesses in Vancouver's Chinatown, including a rooming house and a restaurant, to provide jobs to his compatriots.

Homma was outraged by changes to provincial law in 1895 that would deny Japanese the vote, even if naturalized and even if they were born in Canada. From the beginning, Homma saw the organization of the Japanese fishermen serving two goals: the protection of their economic rights and the expansion of their political rights through winning the vote.

On Oct. 19, 1900, just weeks after a lengthy and violent strike that ended in the deployment of armed militia to Steveston, Homma walked through the front door of the Vancouver Court House, stood before the elections officer and demanded to be registered to vote. As he expected, he was refused. He promptly demanded a judicial review, a court ruling on the validity of the elections officer's decision.

The judge who ruled in Homma's favour at his first court hearing warned that "the residence within the Province of large numbers of persons, British subjects in name but doomed to perpetual exclusion from any part in the passage of legislation affecting their property and civil rights, would surely not be to the advantage of Canada, and might even become a source of national danger." This prophetic warning went unheeded. Japanese Canadians faced constant reductions in their economic and political rights until they were finally forcibly taken from their homes, saw all their assets seized and were interned east of the Rockies. Homma himself died in internment in 1945.

Homma's fight for the franchise was taken up by others. Having defeated fascism, Canada had to acknowledge its own racist legal infrastructure. Homma's son Seiji was in the gallery at the Legislature in 1949 when BC finally granted Japanese Canadians the vote, four years after Tomekichi Homma's death in internment and half a century after he had taken up the battle for the vote.

Homma's challenge, issued at a time when racism in Canada was in full flood, reminds us that the right time to fight for the expansion of human rights, democracy and social justice is always now. Homma refused to wait and so must we. This uniquely admirable man showed the way.

## Why should we care about Tomekichi Homma?

- He demanded his full rights as a Canadian citizen – to vote, to serve on a jury, to run for office, to work in any field he chose – in the face of constant, sometimes violent racist opposition
- He was respected and admired in the wider community, organizing an association to press for full rights for Japanese Canadians while acting as an interpreter and translator for Japanese and Chinese immigrants to Canada
- He challenged BC's racist voting laws with a grassroots campaign that won twice in lower courts before going all the way to the Judicial Committee of the Privy Council, the highest court in the British Empire
- His story remains relevant today, 125 years after his historic court battle, as hundreds of thousands of newcomers to Canada wait years to achieve full citizenship, despite arriving as permanent residents, or remain without a path to citizenship through the Temporary Foreign Worker program.
- His story is a reminder that there is never a bad time to fight for human rights and social justice – the best time is always now

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Parks  
Canada

Parcs  
Canada



#### Att. 4 – Cunningham v. Tomey Homma Plaque Artwork



##### *CUNNINGHAM V. TOMEY HOMMA*

Prominent Japanese Canadian Tomekichi "Tomey" Homma fought a landmark legal battle in 1900–1903 against a provision of the British Columbia *Provincial Elections Act*, which barred Asian Canadians and First Nations from voting. While he won in the lower and superior courts, the Judicial Committee of the Privy Council in England, then Canada's highest court of appeal, upheld the Act, affirming the power of the provinces to disqualify voters on the basis of "race." The injustice of this legal precedent inspired generations of activists who fought to secure equal voting rights for all Canadians, which was achieved only in 1960.

##### *CUNNINGHAM V. TOMEY HOMMA*

Éminent Canadien japonais, Tomekichi « Tomey » Homma mène une lutte judiciaire marquante de 1900 à 1903 pour contester la loi électorale de la Colombie-Britannique privant les Canadiens asiatiques et les Premières Nations du droit de vote. Bien qu'il gagne devant des tribunaux inférieur et supérieur, le Comité judiciaire du Conseil privé d'Angleterre, alors la plus haute cour d'appel du Canada, confirme la loi, affirmant le pouvoir des provinces de disqualifier les électeurs selon leur « race ». L'injustice de ce précédent juridique inspire des générations d'activistes à exiger le droit de vote pour tous les Canadiens, qui n'est accordé qu'en 1960.



Historic Sites and  
Monuments Board of Canada  
and Parks Canada

Commission des lieux et  
monuments historiques du Canada  
et Parcs Canada

Canada



# City of Richmond

## Report to Committee

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**To:** Parks, Recreation and Cultural Services Committee  
**Date:** May 5, 2025

**From:** Marie Fenwick  
Director, Arts, Culture and Heritage Services  
**File:** 11-7000-09-20-089/Vol 01

**Re:** 2025-2026 Engaging Artists in Community Program Public Art Projects

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### Staff Recommendation

That the 2025-2026 Engaging Artists in Community Program Public Art Projects as presented in the staff report titled "2025-2026 Engaging Artists in Community Program Public Art Projects", dated May 5, 2025, from the Director, Arts, Culture and Heritage Services, be approved.

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

Att. 2

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

## Staff Report

### Origin

Richmond's Engaging Artists in Community Public Art Program creates opportunities for collaborative art projects involving community associations, schools, non-profit organizations and professional artists of all disciplines.

This report recommends three artist proposals for community public art projects in partnership with East Richmond Community Association, Richmond Public Library and Richmond School District No. 38.

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

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

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

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

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

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

This report supports the strategic directions of the Richmond Arts Strategy 2019-2024 to:

- *Ensure affordable and accessible arts for all.*
- *Promote inclusivity and diversity in the arts.*
- *Activate public spaces through (and for) the arts.*

This report supports the Richmond Community Wellness Strategy 2018-2023 and the action plan focus area #2 to:

- *Enhance physical and social connectedness within and among neighbourhoods and communities and provide opportunities to increase Richmond residents' sense of belonging to their neighbourhoods.*

## **Analysis**

### **Background**

The Engaging Artists in Community Public Art program invites professional artists to imagine innovative ways to engage culturally diverse seniors, adults, youth and children in the making of artwork to foster individual creative expression, multigenerational and cross-cultural exchange, and community building.

In the fall of 2024, staff invited interested community partners to participate in the 2025-2026 Engaging Artists in Community Program. The following three organizations and City Departments provided an expression of interest to work with an artist this year:

- Richmond School District No. 38 / Brighthouse Elementary School;
- East Richmond Community Association and Richmond Public Library; and
- Richmond School District No. 38 / Tomsett Elementary School in collaboration with the City's Engineering Active Transportation Program.

### **Terms of Reference and Artist Selection**

The projects' Terms of Reference were developed in consultation with the selected partners. Profiles were included in the Artist Call to describe the three separate artist opportunities. This information assisted artists in choosing to apply for the opportunity that best matched their skill sets and interests (Attachment 1).

The Artist Call was issued on January 24, 2025 and closed on February 20, 2025. Staff received a total of 23 artist applications for three artist opportunities. The selection process for each opportunity was implemented in accordance with the terms of the Public Art Program Policy Administrative Procedures. All artist proposals were evaluated on the basis of artistic merit, appropriateness to the goals of the Community Public Art Program, community organization objectives, artist qualifications, and project feasibility.

The following three artist proposals were presented to the Richmond Public Art Advisory Committee (RPAAC) on April 15, 2025. RPAAC supported all proposed projects with no feedback.

### **Richmond School District No. 38 / Brighthouse Elementary School**

The final artist selection meeting for the Brighthouse Elementary School artist opportunity took place on April 2, 2025. The selection panel included the following members:

- Vivian Cardey – Community Partner, Teacher, Brighthouse Elementary;
- Leah Scharf – Community Partner, Vice-Principal, Brighthouse Elementary;
- Susan Segers, Community Partner, Teacher, Brighthouse Elementary;



- Shelley Rotherburger – Artist and Community Member; and
- Nicole Lau – Artist and Community Member.

Artist Cara Guri was recommended for this artist opportunity. Cara is a professional visual artist and visual arts teacher with extensive experience supporting children of all ages in expressive art making. From 2022-2023, she was an artist-in-residence with the City of Abbotsford, where she created work inspired by the local community, culminating in an exhibition at The Kariton Gallery. She holds a Bachelor of Fine Arts in Painting from Emily Carr University of Art + Design.

Cara's proposed project, *Growing Together*, will explore the interconnection and balance of the natural world with the role that humans play in supporting a thriving and sustainable ecosystem. Through a variety of artistic mediums, students will learn about different plant, insect and animal species in Richmond's natural landscape. The project will culminate in a legacy artwork informed by students and a school-wide celebratory gathering to share the project with the wider community. (Attachment 2)

#### East Richmond Community Association and Richmond Public Library

The final artist selection meeting for the P.A.I.N.T and Richmond Public Library artist opportunity took place on April 1, 2025. The selection panel included the following members:

- Rajiv Ashrafi – Community Partner, Richmond Public Library;
- Em Lee – Community Partner, East Richmond Community Association;
- Candice Yee – Artist; and
- Jade Balogh-Callow – Arts Professional and Community Member.

A member of the Richmond Public Art Advisory Committee attended as an observer.

An artist team comprised of Cheryl Hamilton and lisa g. was recommended for this artist opportunity. Cheryl and lisa are life partners and a collaborative artist team who grew up in Richmond and met while attending Hugh McRoberts Secondary School. Their multidisciplinary creative practice encompasses storytelling, sculpture, printmaking, zine making and stop motion animation.

Their proposed project, *Queers in Space* will involve a range of art activities to engage 2SLGBTQIA+ youth and youth allies from the East Richmond Community Association's People for Acceptance and Inclusion, Not just Tolerance (P.A.I.N.T) group, including digital story, animation, drawing, printmaking and zine making (creative writing and image making). Their approach to working with youth infuses positivity, joy and personal experience with the aim to create healthy connections and provide a starting point for young people to explore their own voices and identities through art making. Their project will culminate in a celebratory gathering and presentation to the larger community. (Attachment 2)

Richmond School District No. 38 / Tomsett Elementary School in collaboration with the City's Engineering Active Transportation Program

The artist selection meeting for the Tomsett Elementary School artist opportunity took place on April 3, 2025. The selection panel included the following members:

- Liliane Htan – Community Partner, Teacher, Tomsett Elementary School;
- Kirsten Wallace – Community Partner, Principal, Tomsett Elementary School;
- Arezou Nouredin – Community Member; and
- Terra Lucia – Artist.

A member of the Richmond Public Art Advisory Committee attended as an observer.

Artist Andrea Hoff was recommended for this artist opportunity. Andrea is an interdisciplinary artist, writer, and scholar. Her socially engaged artist practice explores intersections of speculative futures, radical ecologies and neurodivergent narratives. She holds a Bachelor of Fine Arts from the University of Victoria and a Masters of Fine Art, Creative Writing, from the University of British Columbia.

Andrea's proposed project, *Our Storied Path*, will connect young learners' thoughts and feelings about the climate crisis with how active transportation can foster climate solutions and empower individuals. Students will engage in multiple artistic mediums and activities, including storytelling and ceramic-making projects. The legacy artwork will be created in collaboration with students and teachers, as well as Transportation Department and Parks Services.  
(Attachment 2)

Next Steps

Following Council approval of the artist proposals, staff will work with the artists and community partners to execute contracts and develop work plans. The projects will move into the development phase with implementation completed by fall 2026.

**Financial Impact**

The Engaging Artists in Community Public Art Program budget is \$36,000 and is funded by voluntary developer contributions to the Public Art Program Reserve Fund. Each community art project will be allocated \$12,000. Richmond School District No. 38 is contributing an additional \$2,000 for the project with Tomsett Elementary School.

The budget is included in the City's 2025 Public Art Program operating budget. Any maintenance and repairs required for any legacy artworks will be the responsibility of the Public Art Program as part of the annual operating budget, unless otherwise negotiated with the project partners.

May 5, 2025

- 6 -

## **Conclusion**

This year's Engaging Artists in Community Public Art Program creates opportunities to support a diverse group of artists and with socially engaged arts practices.

Council approval is required to implement the three projects as part of the "2025-2026 Engaging Artists in Community Program Public Art Projects" that focus on youth development and Richmond's natural heritage, 2SLGBTQIA+ identities, and active transportation education.



Biliana Velkova  
Public Art Planner  
(604-247-4612)

- Att. 1: 2025 Engaging Artists in Community Program, Artist Call Terms of Reference  
2: 2025-2026 Engaging Artists in Community Project Proposals

# call to artists



*Hidden Stories of the Bioverse, Andrea Hoff collaboration w/ Dixon Elementary School, 2024*

The City of Richmond Public Art Program seeks artists with socially-oriented and civic-minded practices for three opportunities in 2025-2026. Professional artists are invited to imagine innovative ways in which art can act as a catalyst to foster individual creative expression, build community and address topics of relevance working within communities.

- Opportunity A:** \$12,000 | Brighthouse Elementary School
- Opportunity B:** \$12,000 | P.A.I.N.T & Richmond Public Library
- Opportunity C:** \$14,000 | F.A. Tomsett Elementary School
- Eligibility:** Artists residing in British Columbia
- Deadline:** February 20, 2025
- Duration:** Spring/Fall 2025 – Spring/Fall 2026

## Engaging Artists in Community Program

### Request for Proposals (RFP)

January 2025

# call to artists

## BACKGROUND

The Engaging Artists in Community (EAC) Program supports artists with socially-oriented practices and encourages the development of a wide variety of collaborative practices. Community-based artworks can express a shared goal or theme and/or provoke dialogue on ideas related to cultural identity, social history or the environment. Artist projects can leave a physical or social legacy for the community and/or may include a community event to present the final work.

Projects will engage participants by providing them with a greater sense of self, identity, community and place through learning and experience of art-making experiences. The work must also be accessible for people living with disabilities and appeal to a diverse and local audience. Artists will also demonstrate the capacity to undertake and complete their proposed work within an approved timeframe.

## PREVIOUS EAC PROJECTS

Applicants are encouraged to view previously commissioned projects here:

[richmond.ca/culture/howartworks/publicart/artist-calls](http://richmond.ca/culture/howartworks/publicart/artist-calls)

## ARTIST ELIGIBILITY

Open to professional artists and artist teams residing in British Columbia. City of Richmond employees, Richmond Public Art Advisory Committee members and artists who are currently contracted by the Richmond Public Art Program are not eligible to apply.

## SELECTION PROCESS

Selection panels consisting of a combination of artists, art professionals and community representatives will convene for each of the three opportunities. The selection panels will engage in a two-stage selection process to review all artist submissions. During the second stage, shortlisted artists or artist teams will be invited to an interview with the selection panel and will receive a \$250 honorarium. At the conclusion of the process, the panels will recommend one artist or artist team for each opportunity. Subject to approval by Council, each artist or artist team will be required to enter into a contract with the City of Richmond.



# call to artists

PUBLIC ART  
RICHMOND

## ARTIST SELECTION CRITERIA

- Artistic merit and clarity of the artist's Statement of Intent in response to the Partner Profile goals and objectives. The proposal should demonstrate artistic quality, innovation and creativity.
- Demonstration of artistic quality, innovation and creativity in applicant's previous work and experience.
- Community impact of work to connect diverse and multi-generational audiences with artists in creative dialogue, participation and awareness.
- Artist's capacity to work with community members, other design professionals and project stakeholders.
- Appropriateness of the proposal to the Public Art Program Policy goals: [richmond.ca/ shared/assets/Public\\_Art\\_Program\\_Policy\\_8703\\_32088.pdf](http://richmond.ca/shared/assets/Public_Art_Program_Policy_8703_32088.pdf)

## SUBMISSION REQUIREMENTS

Email all documentation as one (1) PDF document, not to exceed a file size of 5 MB to: [PublicArt@richmond.ca](mailto:PublicArt@richmond.ca)

- **INFORMATION FORM:** Please complete the information form attached to the end of this document.
- **STATEMENT OF INTENT:** One page (300 words max.), describing proposed approach to the project, relevant experience and skillsets, and how the proposal responds to the specific aims of the project opportunity.
- **ARTIST CV:** One page maximum. Teams should include one page for each member.
- **WORK SAMPLES:** Up to ten (10) examples of previous work. Please include artist name(s), title, year, location and medium information as captions on the bottom of each image page. If submitting digital video, please include link to YouTube, Vimeo or similar online platform. **Please do not submit digital video files.**
- **REFERENCES:** Three references who can speak to your abilities and accomplishments. Only provide contact name, title, phone number and email. References will only be contacted if applicant is shortlisted.

## ACCESSIBILITY SUPPORT

The City of Richmond strives to create artist opportunities that are inclusive and accessible to individuals of all abilities. If you are living with a disability and require assistance in completing the written application, please contact [PublicArt@richmond.ca](mailto:PublicArt@richmond.ca) or Tel: 604-204-8671.

# call to artists

PUBLIC ART  
RICHMOND

## SUBMISSION GUIDELINES

1. All supporting documents must be complete and strictly adhere to these guidelines and submission requirements (above) or risk not being considered.
2. All submissions must be formatted to 8.5 x 11 inch pages. Support images and concept sketches are best formatted to landscape format.
3. Artist submission PDF file must be 5 MB or smaller.
4. If submitting as a team, the team should designate one representative to complete the entry form. Each team member must submit an individual resume/curriculum vitae.
5. All documents must be sent by email to: [PublicArt@richmond.ca](mailto:PublicArt@richmond.ca). Please include name and project when naming your file, e.g. Jane\_Smith\_EngagingArtistsCommunity\_RFP

## ADDITIONAL INFORMATION

1. The selected artist may be required to show proof of WCB coverage and up to \$2,000,000 general liability insurance.
2. Please be advised that all commissioned artists from this program will be required to complete Police Information Checks with the Richmond RCMP and Richmond School District 38, if applicable.
3. Please be advised that the City and the selection panel are not obligated to accept any of the submissions and may reject all submissions. The City reserves the right to reissue the Artist Call as required.
4. All submissions to this Artist Call become the property of the City. All information provided under the submission is subject to the Freedom of Information and Protection of Privacy Act (BC) and shall only be withheld from release if an exemption from release is permitted by the Act. The artist shall retain copyright in the concept proposal. While every precaution will be taken to prevent the loss or damage of submissions, the City and its agents shall not be liable for any loss or damage, however caused.
5. Extensions to this deadline will not be granted under any circumstances. Submissions received after the deadline and those that are found to be incomplete will not be reviewed.

## QUESTIONS

Please contact the Richmond Public Art Program:

Tel: 604-204-8671

Email: [PublicArt@richmond.ca](mailto:PublicArt@richmond.ca)



# call to artists

PUBLIC ART  
RICHMOND



Figure 1. Brighthouse Elementary School.

## COMMUNITY PARTNER PROFILE

### Brighthouse Elementary School

### Artist Opportunity

## COMMUNITY PARTNER

The Richmond School District's mission is to cultivate a safe, accepting and engaged community that inspires a passion for lifelong learning. The values that guide its work to achieve the mission are: collaboration, creativity, curiosity, resilience, respect and equity for all.

Arts education plays a key role in the development of social-emotional competencies that enable young people to interact productively with others, build and express a healthy sense of self and community, and work effectively toward their goals. Art is valuable because it allows young learners to process their world and engage in critical sensory input.

Brighthouse Elementary School is located at 6800 Azure Road and is a five-minute walk to Minoru Park. The school has a population of 730 students. Sixty staff members serve a diverse population with many recent immigrants.



# call to artists

PUBLIC ART  
RICHMOND

## ARTIST OPPORTUNITY

The commissioned artist project will engage approximately 40 young learners in grades 1 & 2 (ages 6-7) and 5 & 6 (ages 11-12) on the topic of Richmond's native and introduced flora and fauna.

Artists with socially-engaged, multidisciplinary art practices including environmental art, storytelling, visual arts, digital media arts (to name a few) are invited to submit an expression of interest for this artist opportunity. Experience teaching or working with young learners would be an asset.

This project will offer students an opportunity to:

- lead a place-based art experience with culturally diverse students on the topic and theme of native and introduced flora and fauna;
- encourage and offer opportunities to express their voice, feelings and emotions, while creating a safe and inclusive space; and
- create a legacy work that encapsulates the collaborative process of creating and learning between the commissioned artist, participants, and the larger community.

The commissioned artist will have access to:

- Indoor and outdoor learning environments such as multipurpose classrooms, outdoor learning space, shared community park and Minoru Park.
- General office and art supplies including white board, flip chart paper, pocket chart, scissors, rulers pencils, markers, pencil crayons, crayons, glue sticks, paint, paint brushes, oil pastels, chalk and modeling clay.
- Space for temporary storage of artist materials and equipment.
- If required, a work space within the school with access to WIFI.
- Richmond Parks Services staff, who are subject matter experts on native and introduced flora and fauna in the area.

## RICHMOND PARKS SERVICES

Richmond Parks Services is renowned for its high quality parks, trails, natural areas and vibrant urban realm. Preservation of wildlife habitat, the natural environment, and Richmond's natural and cultural heritage are cornerstones of parks and trails design and programming. The department provides pathways and amenities within urban settings that link people to each other, their community, and their natural environment while fostering healthy lifestyles.

# call to artists

## ARTIST SCOPE OF WORK

- The expectation is for the commissioned artist or artist team to create and produce individual and collaborative creative expressions that will result in a final legacy work and celebratory event/presentation to engage the larger community.
- The commissioned artist or artist team will complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, creation, production, final community celebratory event/presentation, and a final legacy work to be installed and/or presented at Brighthouse Elementary school.
- The commissioned project will engage approximately 40 young learners (two classes). The artist may work with each class individually or as one group depending on the preference of the commissioned artist. Students with diverse needs will be supported by staff and teaching assistants.
- The implementation, project schedule, format and structure of the engagement sessions with young learners will be coordinated working with the participating project teachers at Brighthouse Elementary School.
- The commissioned artist/artist team will also create and maintain a project website blog to document the project.

## LOCATION

The commissioned artist or artist team may work indoors and outdoors at Brighthouse Elementary, 6800 Azure Rd. Off-site activation or fieldwork may also be possible.

Please refer to Figures 2 to 7 for additional photos of activity spaces and off-site locations available to the artist for indoor/outdoor project activation.

## BUDGET

The project budget for this opportunity is \$12,000 and is inclusive of artist engagement work, art materials for engagement activities, administration, artist fees, photography documentation, artist insurance and applicable taxes, excluding GST.

Subject to the nature of the artist project and availability, there may be additional in-kind materials and resources provided by Brighthouse Elementary School / Richmond School District for implementation, installation or presentation of the project.

# call to artists

## ADDITIONAL RESOURCES

- Richmond School District | [sd38.bc.ca](https://sd38.bc.ca)
- F.A. Brighthouse Elementary | [brighthouse.sd38.bc.ca](https://brighthouse.sd38.bc.ca)
- City of Richmond Public Art Program | [richmond.ca/publicart](https://richmond.ca/publicart)
- City of Richmond Parks Services | [richmond.ca/parks-recreation](https://richmond.ca/parks-recreation)

## PROJECT TIMELINE

The selected artist must complete all work by June 2026.

<b>Deadline to Apply:</b>	February 20, 2025
<b>Finalist Notifications:</b>	March 2025
<b>2<sup>nd</sup> Stage Interviews:</b>	April 2, 2025, 5:00-7:00 p.m.*
<b>Project Start:</b>	September 2025
<b>Completion:</b>	June 2026

\*Artists applying for this opportunity are kindly asked to ensure they will be available for the second stage interview dates/times.

# call to artists

PUBLIC ART  
RICHMOND



Figure 2 & 3 Brighthouse Elementary multipurpose gathering spaces



Figure 4 & 5 Brighthouse Elementary outdoor activation spaces and community park.

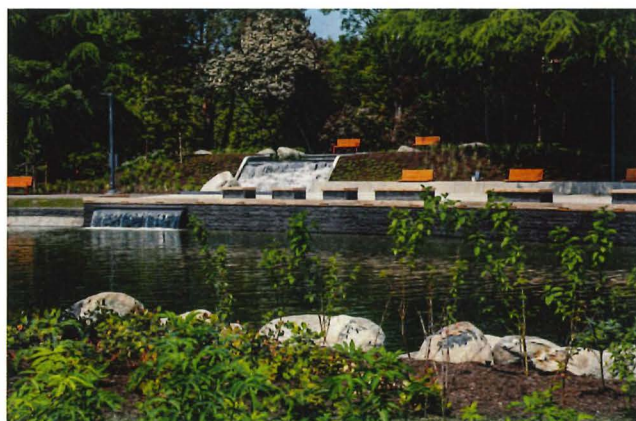


Figure 6 & 7 Minoru Park Lakes District.



# call to artists

PUBLIC ART  
RICHMOND



Figure 1. P.A.I.N.T & Pride Week at Cambie Community Centre.

## COMMUNITY PARTNERS

**People for Acceptance and Inclusion, Not just Tolerance (P.A.I.N.T.)** is a weekly 2SLGBTQIA+ youth drop-in program run by the Cambie Community Centre located at 12800 Cambie Road. The main goal of the program is to create a safe space where 2SLGBTQIA+ youth, ages 13-18 can find support and resources to help express themselves, connect with peers and feel comfortable and accepted within their community. The program leaders empower their youth to thrive and be who they are every day.

**P.A.I.N.T** meets every Wednesday at Cambie Community Centre from 3:30–5:30pm. Programmed activities include arts and crafts and 2SLGBTQIA+ community members sometimes stop by to provide further resources and information.

**Richmond Public Library** has been proudly serving the Richmond community since 1976 as an essential source of information and learning. The library is focused on championing intellectual freedom and freedom of expression, reducing and removing barriers to improve accessibility, and strengthening social and economic sustainability. With four locations across Richmond, its mission is to create opportunities to learn, connect and belong with a vision to inspire curiosity, transform lives and empower everyone.

## COMMUNITY PARTNER PROFILE

**P.A.I.N.T & Cambie  
Community Centre |  
Richmond Public  
Library**

## Artist Opportunity

# call to artists

## ARTIST ELIGIBILITY

This artist opportunity is open specifically to artists or artist teams who identify as part of the 2SLGBTQIA+ umbrella.

## ARTIST OPPORTUNITY

Artists with socially-engaged interdisciplinary practices incorporating digital mixed media, performance, sound, storytelling, installation art and/or visual arts are encouraged to apply.

This project will offer 2SLGBTQIA+ youth ages 13-18 an opportunity to:

- amplify their voices and participate in a collaborative art experience with the commissioned artist and community,
- foster allyship and develop safe and inclusive spaces within our city for queer youth,
- use creative forms of expression as a catalyst to connect with diverse youth, and
- create opportunities to learn, connect and build relationships with the larger 2SLGBTQIA+ community.

The following guiding questions may be explored in the artist project:

- *How can art foster spaces of deeper inclusion and belonging?*
- *How do we use art to activate and unite different communities?*

The commissioned artist will be supported by Richmond Public Library staff and the Cambie Community Centre Youth Development Coordinator.

Additional resources available to the artist include:

- Indoor/outdoor gathering spaces.
- Temporary storage space for artist materials and equipment.
- Basic office supplies, including photocopying and printing services.
- Digitization stations, Cricut Maker 3, 3D printers, musical instruments, podcasting equipment, laptops and printers (available through the Brighthouse Library).

# call to artists

## ARTIST SCOPE OF WORK

- The expectation is for the commissioned artist or artist team to create and produce individual and collaborative creative expressions that will result in a final legacy work and celebratory event/presentation to engage the larger community.
- The commissioned artist will complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, production and presentation of a final legacy work.
- The commissioned artist will participate and present work for Richmond Culture Days (October 2025) and Richmond Pride Week (August 2025 and/or 2026).
- The artist will create and maintain an artist blog website to communicate and document the process and work created during the project.

## LOCATION

The commissioned artist or artist team will work from the Cambie Community Centre, 12800 Cambie Road and the Richmond Public Library Cambie Branch, 11590 Cambie Road.

Please refer to Figures 2 to 6 for additional photos of activity spaces and off-site locations available to the artist for indoor/outdoor project activation.

## BUDGET

The project budget for this opportunity is \$12,000 and is inclusive of community engagement work, production/material expenses, administration, artist fees, photography documentation, artist insurance and applicable taxes, excluding GST.

## PROJECT TIMELINE

<b>Deadline to Apply:</b>	February 20, 2025
<b>Finalist Notifications:</b>	March 2025
<b>2<sup>nd</sup> Stage Interviews:</b>	April 1, 2025, 5:00-7:00 p.m.*
<b>Project Start:</b>	August 2025
<b>Completion:</b>	August 2026

\*Artists applying for this opportunity are kindly asked to ensure they will be available to attend the second stage interview date and time.



# call to artists



Figure 2 & 3 Cambie Community Centre Games Room



Figure 4 & 5 Cambie Library Dream Room and Cambie Community Centre Board Room



Figure 6 Cambie Community Gathering Space, King George Park

# call to artists

PUBLIC ART  
RICHMOND



Figure 1. F.A Tomsett Elementary School

## COMMUNITY PARTNER PROFILE

### F.A. Tomsett Elementary School

## Artist Opportunity

### COMMUNITY PARTNER

The Richmond School District's mission is to cultivate a safe, accepting and engaged community that inspires a passion for lifelong learning. The values that guide its work to achieve its mission are: collaboration, creativity, curiosity, resilience, respect and equity for all.

Arts education plays a key role in the development of social-emotional competencies that enable young people to interact productively with others, build and express a healthy sense of self and community, and work effectively toward their goals. Art is valuable because it allows young learners to process their world and engage in critical sensory input.

**F.A. Tomsett Elementary School** is located at 9671 Odlin Road. The current student population from kindergarten to Grade 7 is 487 students, with a staff of more than 60 dedicated educators and support staff. The catchment area is comprised of established and new neighbourhoods, including single-family homes and multiple family urban housing with places nearby to work, shop and play.

# call to artists

PUBLIC ART  
RICHMOND

## ARTIST OPPORTUNITY

Artists or artist teams with socially-engaged, multidisciplinary and/or interdisciplinary artist practices in visual, design and/or performing arts (including but not limited to) storytelling, performance-based art forms, communication design, walking practices, sound-based practices, environmental art, therapeutic and installation art, digital mixed-media and photography are invited to submit a proposal for this opportunity.

The following guiding question may be explored in the artist project:

- *How can art raise awareness and encourage the use of active transportation options by students, families and the larger community?*

The artist project will offer young learners, ages 5–9, (K to Grade 5) an opportunity to:

- foster community belonging, connectedness and identity, especially among newcomer students and their families;
- participate in a place-based art experience with culturally diverse students on the topic and theme of active transportation;
- express their voices and emotions on climate change action and impacts within a safe and inclusive space for creative expression;
- create a legacy artwork that encapsulates the collaborative process of creating and learning between the commissioned artist, young learners, and the larger community; and
- learn how different groups in the community can collaborate with a common goal in mind.

## RICHMOND TRANSPORTATION SERVICES

Encouraging active transportation (walking, cycling, and rolling) as a healthy and convenient transportation choice is an integral part of the City's community and transportation planning and plays an essential role in Richmond's Community Energy and Emissions Plan 2050.

Establishing comfortable community routes, awareness of the various types of walking and cycling facilities near schools, and an avenue for feedback on enhancements from a user's perspective, is an important piece of making connections whole.



# call to artists

Artists will be supported by City staff, teaching staff and volunteers, and have access to:

- Indoor and outdoor spaces for hands-on art making and community engagement work.
- An on-site secure storage area.
- General office supplies, including photocopying and printing equipment.
- Office meeting/work space, if required.
- City of Richmond Transportation staff subject matter experts

## ARTIST SCOPE OF WORK

- The expectation is for the commissioned artist or artist team to create and produce individual and collaborative creative expressions that will result in a final legacy work and celebratory event/presentation to engage the larger community.
- The artist or artist team will complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, production and presentation work.
- The commissioned project will engage approximately 75 young learners (three classes). The artist may work with each class individually or as one group depending on the preference of the commissioned artist. Students with diverse needs will be supported by staff and teaching assistants.
- The commissioned artist will present the final legacy work as part of a school event in June 2026.
- The artist or artist team will also create and maintain a project artist blog to communicate and document the process and work created during the artist project.

## LOCATION

The commissioned artist or artist team will be based at Tomsett Elementary, 9671 Odlin Road.

Please refer to Figures 2 to 8 for additional images of maps, activity spaces and locations available to the artist for indoor/outdoor project activation.

# call to artists

## BUDGET

The project budget for this opportunity is \$14,000 and is inclusive of community engagement work, art materials for engagement activities, administration, artist fees, photography documentation, artist insurance and applicable taxes, excluding GST.

Subject to the nature of the artist project and availability, additional in-kind materials and resources for implementation, installation or presentation of the project may be available and contributed by Tomsett Elementary School.

## ADDITIONAL RESOURCES

- [Tomsett Elementary School](#)
- [City of Richmond Public Art Program](#)
- [Richmond School District 38 Catchment Areas](#)
- [City of Richmond Cycling Routes and Maps](#)
- [City of Richmond Community Energy & Emissions Plan 2050](#)
- [Alexandra Neighbourhood Public Art Plan](#)

## PROJECT TIMELINE

The selected artist must complete all work by June 2026

<b>Deadline to Apply:</b>	February 20, 2025;
<b>Finalist Notifications:</b>	February 2025
<b>Stage 2 Interview:</b>	April 3, 2025, 5:00-7:00 p.m.*
<b>Project Start:</b>	Fall 2025
<b>Completion:</b>	June 2026

\*Artists applying for this opportunity are kindly asked to ensure they are available to attend the second stage interview date and time.

# call to artists

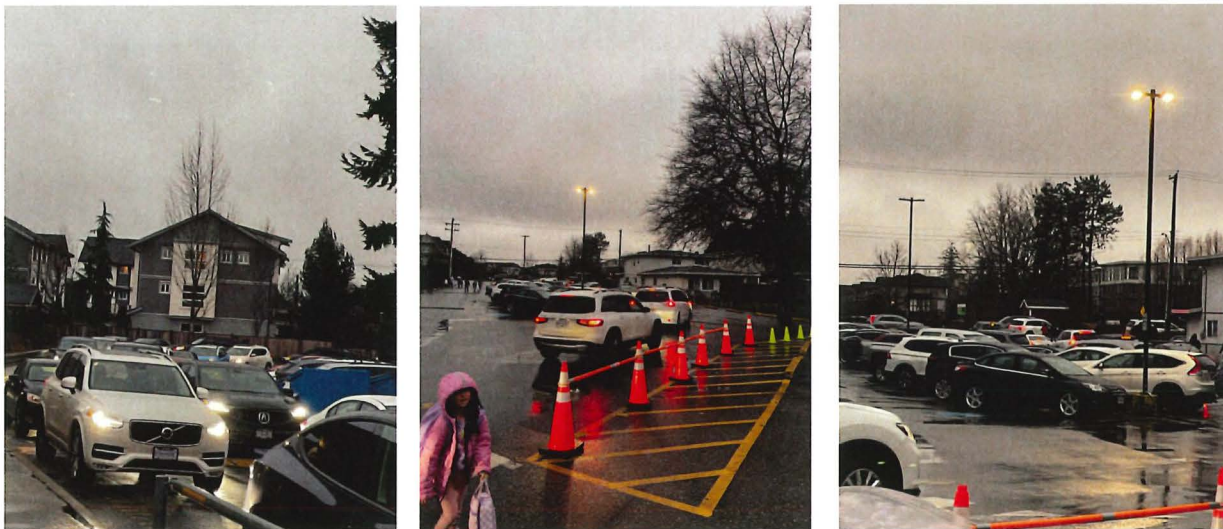


Figure 2, 3 and 4 Busy school pick-up & drop-off zone



Figure 5 & 6 Alexandra Park w/ Alexandra District Energy Utility Facility.

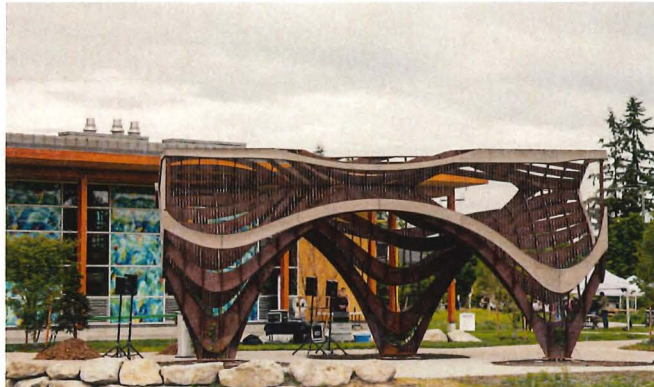


Figure 7 & 8 Alexandra Greenway | *Pergola Garden*, Nicolas Croft/Michaela MacLeod, 2022 | *Current*, Andrea Sirois, 2013.



# call to artists

PUBLIC ART  
RICHMOND

**Attach one (1) copy of this form as the first page of the submission.**

Please indicate which opportunity you are applying for:

☐ Brighthouse Elementary      ☐ Cambie CC/Richmond Library      ☐ Tomsett Elementary

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_  
(One website or blog only)

**Incomplete submissions will not be accepted. Emailed submissions over 5 MB will not be accepted. Information beyond what is listed in the checklist will not be reviewed.**

**Optional: Do you self-identify as a member of an equity-seeking and/or underrepresented community?**

(examples: Indigenous, person of colour, 2SLGBTQIA+, mixed ability, newcomer, Deaf, hard of hearing, living with a disability, etc.) If so, please specify:

**If applicable, please indicate additional members of your artist team:**

**Please let us know how you found out about this opportunity:**

**Would you like to receive direct e-mails from the Richmond Public Art Program?** ☐ Yes ☐ No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit applications by email to: [PublicArt@richmond.ca](mailto:PublicArt@richmond.ca)

## Additional Information

Please be advised that the City and the selection panel are not obliged to accept any of the submissions and may reject all submissions. The City reserves the right to reissue the EOI as required. All submissions to this EOI become the property of the City. All information provided under the submission is subject to the Freedom of Information and Protection of Privacy Act (BC) and shall only be withheld from release if an exemption from release is permitted by the Act. The artist shall retain copyright of the submitted documents. While every precaution will be taken to prevent the loss or damage of submissions, the City and its agents shall not be liable for any loss or damage, however caused.



## 2025 Project Proposals

### *Growing Together*

#### Richmond School District No. 38 | Brighthouse Elementary School

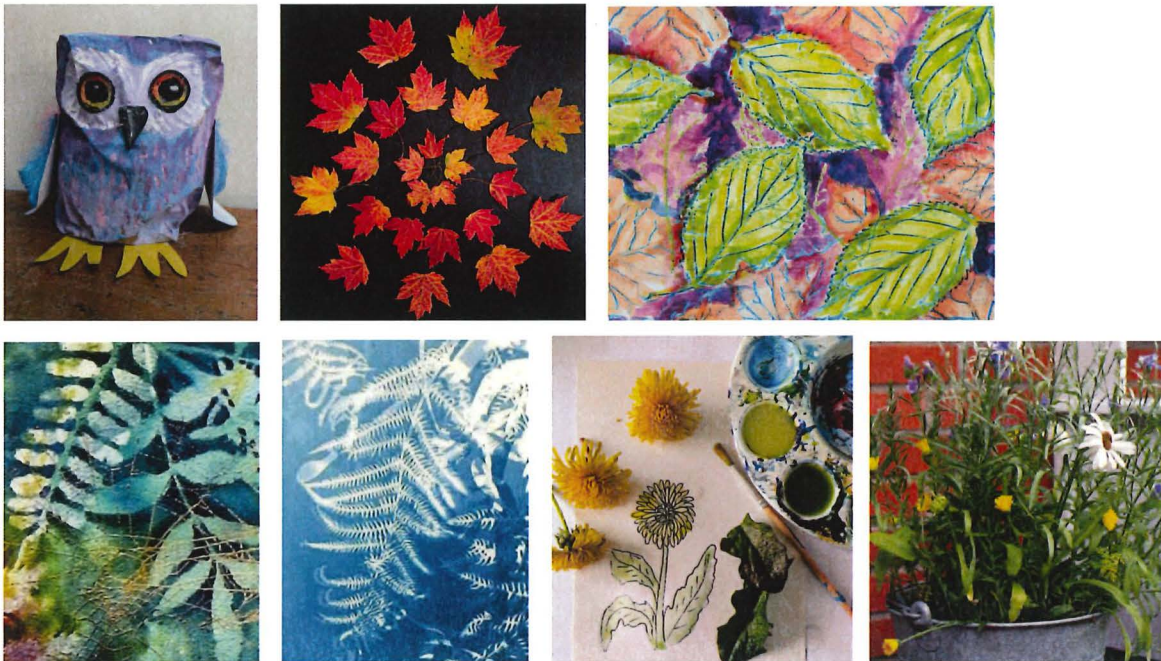
by artist Cara Guri

**This community-engaged project will provide opportunities for young learners in Grades 1 & 2 and Grades 5 & 6 to explore Richmond's native and introduced flora and fauna.**

Cara Guri is a professional visual artist and visual arts teacher with extensive experience supporting children of all ages in expressive art making. Between 2012-2024, she instructed art classes for ages 2-19 at Arts Umbrella in painting, drawing and mixed media with inspiring lesson plans and adapted activities according to specific learning needs. From 2022-2023, she was an artist in-residence with the City of Abbotsford, where she created work inspired by the local community, culminating in an exhibition at The Kariton Gallery. She holds a Bachelor of Fine Arts in Painting from Emily Carr University of Art + Design.

*Growing Together* will explore the interconnection and balance of the natural world and the role that humans play in supporting a thriving and sustainable ecosystem. Through a variety of artistic mediums, students will learn about different plant, insect and animal species, how they are connected and affect one another, and what they need for proper habitats and successful growing environments. The project will culminate in a legacy artwork informed by students plus a school-wide celebratory gathering to share the project with the wider community.

Examples of proposed art activities:



From left to right: paper-based sculpture, ephemeral nature installations, watercolour resist leaf rubbings, plant monoprinting and cyanotypes, creating inks with invasive plants, planting a small wildflower garden



## *Queers in Space*

East Richmond Community Association | Richmond Public Library

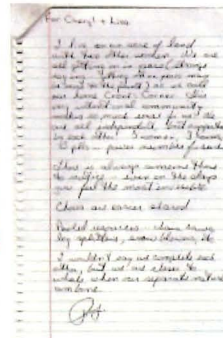
by artists Cheryl Hamilton and lisa g.

**This project will engage 2SLGBTQIA+ youth and youth allies from the East Richmond Community Association's People for Acceptance and Inclusion, Not just Tolerance (P.A.I.N.T) group, in mentorship with 2SLGBTQIA+ mentors, using art and creativity to create safe queer spaces for youth wanting to develop their own voice through personal storytelling.**

Cheryl Hamilton and lisa g. are life partners and a collaborative artist team who grew up in Richmond and met while attending Hugh McRoberts Secondary School. For the past two years, Cheryl has curated and produced a queer print exhibit and hosted workshops for first-time printmakers and zine artists. Artist lisa g. has had numerous digital storytelling artist residencies for the Vancouver Park Board, collecting community stories. As artists, they have both participated in the Queer Arts Festival in Vancouver.

*Queers in Space* will involve a range of art activities to engage 2SLGBTQIA+ youth and youth allies, including digital story, animation, drawing, printmaking and zine making (creative writing and image making). Queer stories are critical for understanding each other and building confidence. Their approach to working with community and youth utilizes positivity, joy and personal experience. Their aim is to create healthy connections and provide a starting point for young people to explore their own voices and identities through art making.

Examples of proposed art activities:



From left to right: storytelling through mixed-media collage, stop motion animation, poster screen printing and zine making.

## *Our Storied Path*

### **Richmond School District No. 38 | Tomsett Elementary School**

by artist **Andrea Hoff**

**This community-engaged project will explore the topic of active transportation within the catchment area of Tomsett Elementary School, through sensory-based walks and creative expression activities including the tactile medium of clay and ceramics.**

Andrea Hoff is an interdisciplinary artist, writer, and scholar. Centred in community practice, her work explores intersections of speculative futures, radical ecologies, and neurodivergent narratives. She holds a Bachelor of Fine Arts from the University of Victoria and a Masters of Fine Art, Creative Writing from University of British Columbia.

*Our Storied Path* will connect young learners' thoughts and feelings about the climate crisis with examples of how active transportation can foster climate solutions and empower their own actions. The project will engage City staff including Transportation and Parks Services. Students will engage in multiple artistic mediums and activities including storytelling and ceramic-making projects. The legacy artwork will be informed by collaboration with students and teachers, City Transportation and Parks Services.

Examples of proposed art activities:



From left to right: ceramic tiles, mosaic tile, clay tiles and pavers in pathways and clay pinch-pots sculptures.





# City of Richmond

**Memorandum**  
Finance and Corporate Services  
City Clerk's Office

---

**To:** Mayor and Councillors  
**From:** Claudia Jesson  
Director, City Clerk's Office  
**Date:** June 3, 2025  
**File:** 01-0107-04-01  
**Re:** **Motion on the Proposed Practices to Accelerate Blackberry Management in Richmond**

---

The purpose of this memorandum is to provide confirmation on the recommended motion regarding the report titled "Proposed Practices Accelerate Blackberry Management in Richmond", as considered at the May 27, 2025 Parks, Recreation and Cultural Services Committee meeting.

Following consultation with the Committee Chair, Clerks staff have confirmed that the motion was not meant to include additional wording pertaining to the immediate implementation of the recommended option. As such the proposed motion on the upcoming Council consent agenda reads as follows:

***That Option 2, as outlined in the staff report titled "Proposed Practices to Accelerate Blackberry Management in Richmond", dated May 5, 2025, from the Director, Climate and Environment and the Director, Parks Services, for the implementation of an annual blackberry management program be approved.***

Accordingly, this report is part of the Consent Agenda of the June 9<sup>th</sup> Regular Council meeting. Please advise if you have comments or wish to discuss.

Claudia Jesson  
Director, City Clerk's Office

pc: SMT



# City of Richmond

## Report to Committee

**To:** Parks, Recreation and Cultural Services  
Committee

**Date:** May 5, 2025

**From:** Chad Paulin  
Director, Climate and Environment

**File:** 10-6160-07-01/2024-  
Vol 01

Todd Gross  
Director, Park Services

**Re:** Proposed Practices to Accelerate Blackberry Management in Richmond




### Staff Recommendation

That Option 1, as outlined in the staff report titled "Proposed Practices to Accelerate Blackberry Management in Richmond", dated May 5, 2025, from the Director, Climate and Environment and the Director, Parks Services, for the implementation of Himalayan blackberry management pilot program be approved.

Chad Paulin, M.Sc., P.Ag  
Director, Climate & Environment  
(604-247-4672)

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

Att. 5

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

## Staff Report

### Background

At the Open Public Works & Transportation Committee on October 18, 2023, Committee resolved:

- 1) *That staff review options to accelerate the eradication of blackberry; and*
- 2) *That options for hiring new staff that do not rely on volunteers or Parks staff be presented at the next budget process.*

Staff presented an option to accelerate blackberry management in the City's 2025 annual operating budget for consideration, and at the Open Finance Committee meeting, held on December 2, 2024, and it was further resolved:

1. *That staff look for strategies and options for more blackberry and other invasive species management and report back to the Parks, Recreation and Cultural Services Committee.*

This report summarizes the City's existing blackberry management practices and outlines options for invasive species management, specifically blackberry, in the community.

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

- 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 #5 A Leader in Environmental Sustainability:

- 5.2 *Support the preservation and enhancement of Richmond's natural environment.*

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

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

### Analysis

Himalayan blackberry (Blackberry) is a well-established invasive species in Richmond, native to Armenia and Northern Iran. While valued for its fruit, unmanaged growth forms dense, thorny thickets that outcompete native vegetation. Each square metre can produce 7,000–13,000 seeds, with the potential to germinate quickly or lie dormant in the soil. Blackberry also spreads vegetatively through root and stem fragments, creating challenges for land access, maintenance, and safety across parks, utility corridors, and transportation routes. Richmond's fertile alluvial sediments provide ideal conditions for Blackberry growth. The City's network of channelized watercourses, sloughs and dikes are excellent corridors for the movement of seeds, and Richmond's flat, open landscapes receive prolonged sunlight during the growing season, further promoting its spread. Controlling Blackberry is important because it can impede access to

infrastructure and natural areas, outcompete native vegetation and reduce biodiversity. The City's Invasive Species Action Plan (ISAP) guides invasive species management based on threats to human health and infrastructure, and available resources.

#### Current Invasive Species Management Practices

Blackberry is one of many invasive species established in Richmond. Similar to most municipalities in the Lower Mainland, blackberry is prevalent among many of Richmond's major transportation corridors, park trails, dikes and drainage canals. The City currently manages blackberry on City-owned property through various practices, policies and bylaws (Attachment 1) that overlap with several municipal services with an estimated annual cost of \$162,500 (Attachment 2). The City also dedicates approximately \$300,000 in capital funding annually to manage invasive species within the purview of the ISAP. Oversight of the invasive species management program is led by one dedicated staff member who coordinates the program across departments. Key management pillars include removal, restoration, and public education. The City also partners with non-profit organizations and volunteer groups through the Partners for Beautification Program to host stewardship events in parks. Though limited in scale, these activities support eradication, education and restoration of key park spaces. A summary of 2024 and upcoming 2025 events is provided in Attachment 3.

The ISAP outlines a strategic, risk-based approach to determine the most appropriate and cost-effective response to manage invasive species that is based on prevention, eradication, containment and control principles (Attachment 4). Under this framework, greater efforts are prioritized on the earlier stages of management to avoid the wide-spread distribution of an invasive species. Once a species, such as Blackberry, is distributed over large areas and abundant in the landscape, containment is no longer feasible. To maximize resources, the City prioritizes species management that pose a significant risk to public health, safety, and City infrastructure. Species such as giant hogweed, knotweed species, and parrot's feather are considered to be in the containment stage of management and are prioritized based on the significant risks they pose to Richmond's ecology and critical infrastructure. Knotweed has been treated on over 500 sites since 2015 due to its potential to erode dikes and damage building foundations. Parrot's feather has also been addressed to reduce localized flooding impacts.

Blackberry is listed as a *moderate priority species* in the ISAP, consistent with BC's *Inter-Ministry Invasive Species Working Group* guidance. The widespread distribution of Blackberry places it within the control stage of management, suggesting that that eradication is no longer viable; instead, control and restoration are the primary management goals. Regionally, Blackberry is also recognized as a persistent and widespread species, with emphasis placed on restoring high-priority sites rather than full eradication.

Blackberry management on private property is managed through development and enforcement, while enforcement is carried out under the City's *Unsightly Premises Regulation Bylaw No. 7612*. Although Blackberry encroachment is enforced when necessary, the City's primary approach relies on education and voluntary compliance, not enforcement. In 2024, the City received 11 blackberry reports, which translates to approximately 5 per cent of all nuisance, vegetation calls.



Staff reviewed the blackberry management practices in neighbouring jurisdictions and found Richmond's approach to be consistent in both principle and execution. Continued alignment with regional and provincial best practices, combined with a focus on strategic site restoration and public education, remains the foundation of the City's management strategy.

#### Options for Blackberry Management in Richmond

Blackberry infestations present ongoing ecological and operational challenges. While pesticide use is recognized as an effective method for controlling large infestations, the City's Enhanced Pesticide Management Program prioritizes non-chemical approaches. Pesticide use was not included in the options presented below. However, staff note that future consideration could be given to piloting pesticide use to reduce costs. Options for additional blackberry management are outlined below.

##### *Option 1 – Implement a Blackberry Management Pilot Program (Recommended)*

This option proposes a one-year blackberry management pilot program focused on removal and ecological restoration at priority sites, followed by a two-year monitoring phase. The pilot would be funded with a one-time operating investment of \$100,000 in 2026, to be drawn from the anticipated 2025 prior-year surplus. The funding would be used for blackberry removals and restoration, while existing resources would be used for follow-up monitoring. The pilot program would be in addition to the current invasive species management program implemented by the City.

Under this approach, staff would identify a limited number of priority sites in fall 2025 focusing on high-visibility areas such as parks and multi-use paths. Then in 2026, the funding would be used for Blackberry removal at these sites, followed by native planting to support ecological restoration. For the two years following implementation (2027–2028), existing resources would be used to monitor and address regrowth.

At the end of the three-year pilot, staff would report back to Council with an evaluation of outcomes, including the success of blackberry removal and restoration activities, resource requirements, and any lessons learned. The report will also identify long-term management needs, potential cost efficiencies and considerations for expanding the program.

While this option allows for targeted improvements and supports visible restoration work, it is limited in scope and may not address infestations outside the selected pilot areas. The results from this short-term pilot can inform the feasibility and design of a larger program in future years.

##### *Option 2 - Prioritize Blackberry Management with New Budget (Not recommended)*

Option 2 proposes to prioritize Blackberry management City-wide by implementing an annual blackberry management program that focuses on long-term ecological restoration, maintaining safety and improving public access.

An annual program requires a one-time investment and annual funding. This includes a one-time capital-funded investment of \$160,000, plus an ongoing annual operating budget of \$545,723 (Attachment 5). The funding would support two additional staff and seasonal labour to plan and deliver annual management activities that cannot be absorbed with existing resources: one staff member to lead a two to three person seasonal field crew focused on Blackberry removal and site restoration; and one staff member to provide strategic oversight responsible for program planning, coordinating restoration and maintenance efforts, managing contractors and ensuring compliance with applicable senior government regulatory requirements. Blackberry growth on private property will continue to be managed through stewardship initiatives that include site visits, educational materials and best practices for invasive species control.

If endorsed, priority sites would be restored and maintained for three to five years to reach 'free-to-grow' status. Over time, these restored sites would shift into long-term monitoring and maintenance phases that will require additional annual operating funding to address persistent Blackberry re-growth. This annual, long-term monitoring and maintenance funding would be in addition to the annual operating budget described above. Long-term monitoring and maintenance program needs would be evaluated after three years as part of a report to Council.

Option 2 is not recommended at this time due to the significant ongoing operating and capital funding requirements, including the addition of new permanent staff positions. A pilot program will allow for the evaluation of enhanced removal efforts and accurate identification of resource requirements.

#### *Option 3 – Maintain Existing Service Levels (Not Recommended)*

Option 3 maintains the City's current blackberry management service levels with no changes to funding or staffing. The existing annual operating budget is approximately \$162,500, which supports activities such as mowing, restoration, enforcement, and public education (Attachment 2).

If approved, staff would maintain current practices and continue to work with local non-profit organizations and volunteer groups to manage blackberry in park areas. Development-related activities would also remain the primary driver of blackberry management efforts within the community.

Option 3 is not recommended. While this option does not require additional funding, and addresses immediate public concerns, it is primarily reactive and limited in scope. It does not adequately address the broader spread of blackberry across the City and relies on development and volunteer events to manage small-scale infestations. This approach also lacks a long-term restoration strategy for City assets and requires the unplanned allocation of resources to respond to complaints, making it unpredictable and inefficient.

#### **Financial Impact**

Should Council approve Option 1a one-time additional level request of \$100,000 will be submitted as part of the 2026 budget process to support the pilot program. If Council endorses

May 5, 2025

- 6 -

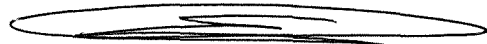
Option 2, an ongoing additional level would be submitted to the 2026 budget process for consideration. Option 3 has no financial impact.

### **Conclusion**

The City currently manages blackberry in the community with a number of practices, policies and bylaws. However, many of the City's existing mowing and flailing practices only address immediate maintenance concerns and are generally ineffective for long-term management. If endorsed, the pilot program approach allows the City to evaluate the effectiveness of enhanced removal efforts before committing to a long-term program. The pilot will provide valuable data, support interdepartmental coordination, and inform future program development while minimizing risk and financial commitment. If endorsed, staff will report back to Council with results and recommendations for next steps.



Nadia Chan  
Manager, Environment  
(604-276-4241)



Egan Davis  
Manager, Parks Operations  
(604-244-1210)

Att.

- 1: Regulatory Information Related to Blackberry Management in BC
- 2: Current Annual Blackberry Management Program Costs
- 3: Invasive Species Stewardship Events 2024/2025
- 4: Risk Invasion Curve
- 5: Proposed Staffing and Funding Requirements Levels – Option 2

## Regulatory Information Related to Blackberry Management in BC

	Regulation/Initiatives	Background/Opportunities
1.	<i>Community Charter, Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation</i>	Blackberry is listed as an alien species whereby “municipalities may regulate, prohibit and impose requirements in relation to control and eradication of alien invasive species.”
2.	<i>BC Inter-Ministry Invasive Species Working Group</i>	Considers blackberry as a Provincial priority invasive species listed within the Regional Containment/Control section. This section includes invasive species that are high risk and well established with objectives to prevent further expansion into new areas.
3.	<i>Provincial Integrated Pest Management Act/Regulation</i>	Herbicide use is only permitted outside of the Pesticide Free Zone (10 metres away from waterways).
4.	<i>Provincial Weed Control Act/Regulation</i>	Blackberry is not listed as a noxious weed, therefore herbicide use within the Pesticide Free Zone is restricted, as noted above.
5.	<i>City's Invasive Species Action Plan</i>	The plan considers blackberry as a moderate risk invasive species due to its wide expansion across the City. Many of the species listed within Appendix 1 of the ISAP are controlled in specific circumstances.
6.	<i>City's Unsightly Premises Regulation No. 7162</i>	Management of vegetation overgrowth.
7.	<i>City's Pesticide Use Control Bylaw No. 8514</i>	Restricts the use of traditional pesticides for cosmetic purposes. Amendments to the bylaw can be considered under regulatory authority of alien invasive species listed within Section 8 of the <i>Community Charter</i> .

**Current Annual Blackberry Management Program Costs**

<b>Funding Source</b>	<b>Service</b>	<b>Current Service Level</b>	<b>Annual Cost</b>
Drainage	Drainage and Dike Maintenance Blackberry is located along most of the City's dike and open drainage network. Overgrowth can impede flow, destabilize banks and limit inspection capabilities.	a) Control on City property and Right-of-Ways for maintenance and inspection through flailing and mowing and restoration b) Customer service/response to complaints/enquiries	\$12,500
Climate and Environment*	Development, Restoration and Public Engagement The City's Ecological Network includes riparian management areas and Environmentally Sensitive Areas that make up private and public land. Development is administered through private building and development permits with conditions to fully restore these areas.	a) Public education b) Customer service/response to complaints/enquiries c) Control, treatment and monitoring: d) City property e) Support for private properties f) Enforcement	\$25,000
Parks Operations	Parks and Trail Maintenance Blackberry is in many parks and trails. Management can be complex due to ownership, access, safety and resource limitations. Efforts focus on maintaining access for users on an as-needed basis that typically includes flailing and mowing controls.	a) Public education b) Customer service/response to complaints/enquiries c) Control on City property and Right-of-Ways for maintenance and inspection through flailing and mowing and restoration	\$25,000
Parks Programs	Parks Partners for Beautification Stewardship Events Throughout the City's park system, volunteer invasive plant pull events are conducted with stewardship organizations such as Green Teams Canada and the Garden City Conservation Society.	a) Public engagement and education b) Project coordination and implementation (pre-event and day-of event) c) Park sites maintenance, habitat creation and environmental enhancement	\$25,000
Roads and Construction	Road and Multi-Use Path Maintenance Overgrowth in these areas pose a safety hazard by obstructing sightlines and encroachment onto bike paths, multi-use paths and sidewalks. Efforts focus on maintaining access for users on an as-needed basis that typically includes flailing and mowing controls. Enforcement is used to address overgrowth onto public land from private property.	a) Control on City property and Right-of-Ways for maintenance and inspection through flailing and mowing and some restoration b) Customer service/response to complaints/enquiries c) Enforcement for private property encroachment	\$75,000
	<b>Total</b>		<b>\$162,500</b>

\*Developer costs have been excluded due to the difficulty in providing an accurate estimate

**Invasive Species Stewardship Events 2024/2025**

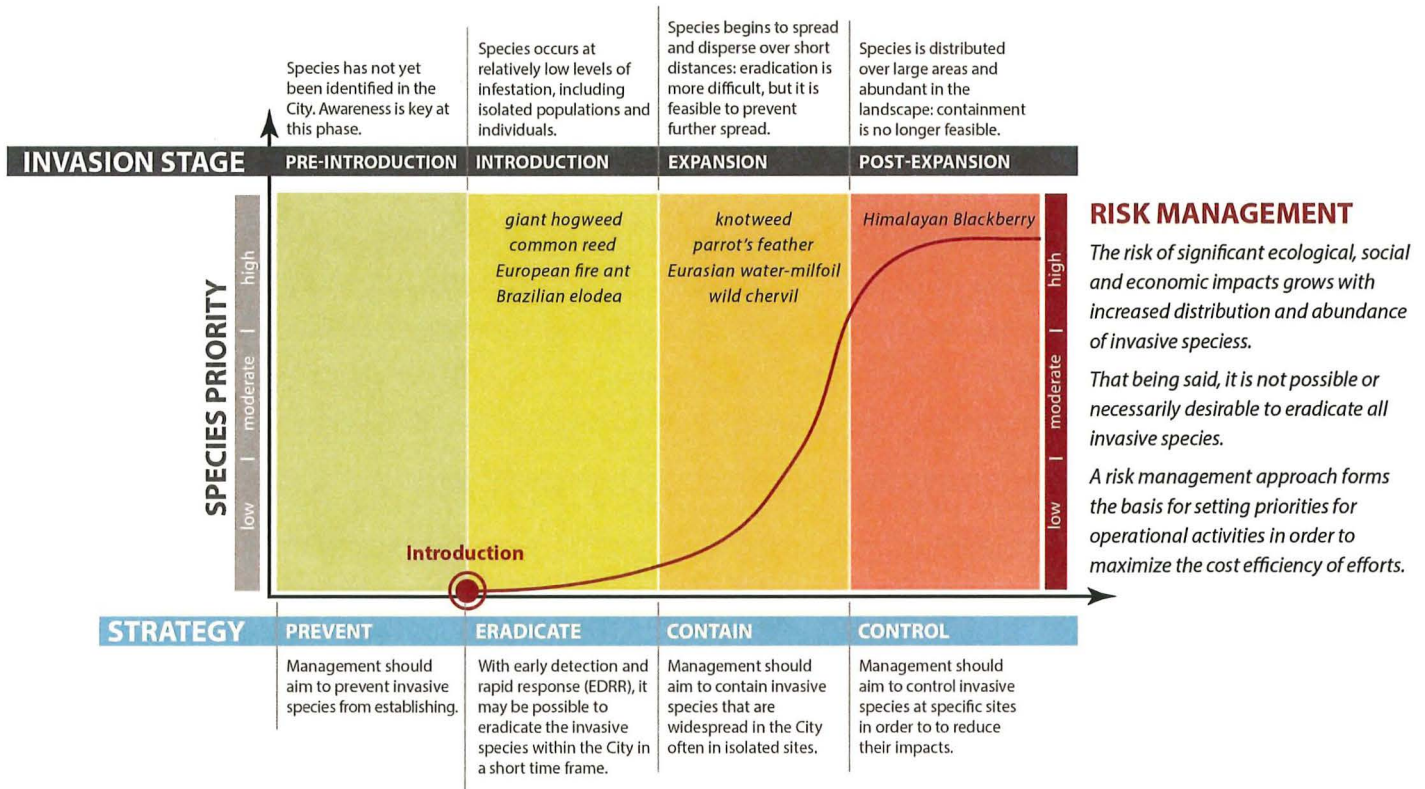
<b>Events 2024</b>	<b>Background</b>	<b>Cost</b>
<b>March 9 and 23</b>	Community event in cooperation with the Garden City Conservation Society and MLA Yao involving over 100 volunteers. Project involved extensive mechanical removal of Blackberry roots and vegetation and site preparation by staff for a subsequent Mini-Forest planting. March 9: Invasive Plant Pull March 23: Follow up Miyawaki Forest planting and invasive pull	\$5,000 (\$2,500 Grant included)
<b>April 28</b>	Earth Week Nature Park Blueberry Removal – 35 Volunteers, 14 cubic metres. Mechanical removal of roots and installation of landscape fabric to suppress growth. Lower Mainland Green Team lead.	\$5,500
<b>August 9</b>	Bark Park Fox Tail Pull – 5 Volunteers and 5 City staff working together removed all visible fox tail barley from No. 3 Road Bark Park. Ongoing collaboration with community wherein staff and community communicate, monitor and work together to respond to episodic occurrence of foxtail barley.	No additional costs (staff labour costs during normal working hours)
<b>October 12</b>	Blackberry Management Terra Nova, Lower Mainland Green Team lead. Mechanical removal, 52 volunteers, totaling 11 cubic metres. Protect area from further encroachment near the newly planted Miyawaki Forest. Hand removal.	\$5,500
<b>October 25</b>	TD Tree Days: 135 trees and shrubs – Terra Nova Park brush cut and tilled blackberry, blackberry monitoring will continue into 2025.	\$10,000, Grant included
<b>Ongoing 2024</b>	The Terra Nova Nature School (TNNS) organized several blackberry removals in and around the Edwardian Cottage. City supported with the removal of vegetative material.	No additional costs (staff labour costs during normal working hours)

<b>Events 2025*</b>	<b>Background</b>	<b>Cost</b>
<b>April 22–23</b>	Anderson Elementary School conducted an Earth Day event removing English Ivy from Garden City Park.	City support with staff time and lending supplies for the event.
<b>April 26</b>	Paulik Park Garden Club Invasive Pull	Disposal costs for volunteers.
<b>April 27</b>	King George Park – Blackberry Pull Lower Mainland Green Team Lead	\$5,500
<b>September 13</b>	King George Park – Additional removal of Blackberries with the Lower Mainland Green Team Lead	\$3,500 (with costs offset by an Environmental Enhancement Grant and staff support)
<b>2025 Ongoing</b>	Richmond Garden Club removing invasive plant material as part of their ongoing work at Paulik Park. City supported with the removal of vegetative material.	Volunteer driven. No additional costs (staff labour costs during normal working hours)
<b>2025 Ongoing</b>	Garden City Conservation Society monitoring and removing invasive species and weeds from the six Miyawaki Forest planting projects.	Volunteer driven; no cost to the City.

\*Note: Events identified for 2025 are those currently planned as of April 1, 2025. Additional events will likely occur as funding sources, project sites and community partners are identified.



## Risk Invasion Curve



**Proposed Staffing and Funding Requirements – Option 2**

<b>Anticipated Resources and Costs</b>	<b>One Time</b>	<b>Annual Ongoing</b>	<b>Requesting Department</b>
a) 1 Regular Full Time Environmental Coordinator 2		\$149,961	Climate and Environment
b) 1 Regular Full Time Natural Areas Practitioner		\$164,866	Parks Operations
c) Parks Blackberry Management – Temporary Full Time Labour		\$100,000	Parks Operations
d) Roads Blackberry Management – Temporary Full Time Labour		\$100,000	Roads and Construction
e) Vehicle (1)	*\$160,000	\$28,896	Parks Operations
f) Cellular phones (2)		\$2,000	Climate and Environment; and Parks Operations
<b>Total</b>	<b>*\$160,000</b>	<b>\$545,723</b>	

\*This one time will be capital funded from the Rate Stabilization Account



# City of Richmond

## Report to Committee

**To:** Parks, Recreation and Cultural Services Committee  
**From:** Todd Gross  
Director, Parks Services  
**Date:** May 5, 2025  
**File:** 06-2345-20-  
HBOY1/Vol 01  
**Re:** **Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps**

### Staff Recommendations

1. That the priorities and scope as outlined in the Playground Renewal section in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services, be approved; and
2. That staff proceed with next steps as outlined in the staff report titled “Hugh Boyd Community Park Playground Renewal – Engagement Results and Next Steps”, dated May 5, 2025, from the Director, Park Services.

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

Att. 5

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

## Staff Report

### Origin

Hugh Boyd Community Park Playground has long been a destination for the West Richmond Community. The playground equipment and surfacing are reaching the end of their lifecycles and are in need of a renewal. Council has previously approved Parks Capital Submissions in 2024 and 2025 to support the design and construction of this playground renewal.

The purpose of this report is to provide Council with an overview of the public engagement results regarding the playground renewal, present recommended improvements and outline the next steps towards renewal of Hugh Boyd Community Park Playground.

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

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

*1.3 Increase the reach of communication and engagement efforts to connect with Richmond's diverse community.*

*1.4 Leverage a variety of approaches to make civic engagement and participation easy and accessible.*

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.*

*2.3 Ensure that both built and natural infrastructure supports sustainable development throughout the city.*

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

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

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

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

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

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

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

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

*6.5 Enhance and preserve arts and heritage assets in the community.*

## **Analysis**

### **Background**

Hugh Boyd Community Park Playground was originally designed and built in the 1990s and serves as a key destination playground for the West Richmond Community. Centrally located within Hugh Boyd Community Park and adjacent to the West Richmond Community Centre, the playground features dedicated areas for children aged 2–5 and 5–12, and a sand play area. The playground's equipment and surfacing are rapidly approaching the end of their life cycles and need renewal to ensure that the playground continues to meet safety standards, accessibility requirements, community expectations and park service levels into the future.

### **Community Engagement Process**

As part of the public engagement process, staff met with the West Richmond Community Association (WRCA) to gather their support, initial input, and suggestions for the Hugh Boyd Park Playground Renewal project.

Staff hosted a citywide public engagement process which included:

- An online survey available through LetsTalkRichmond (open from Monday, February 10, 2025, to Sunday, March 9, 2025);
- Two in-person open houses held at West Richmond Community Centre (9180 No.1 Road) on Wednesday, February 19, 2025, from 5:00 to 7:00pm and Saturday, March 1, 2025, from 9:00 to 11:00am; and
- A meeting with the staff and educators of West Richmond preschool and childcare programs on Thursday, March 6, 2025, from 1:30 to 3:00pm.

The open houses, meeting with preschool and childcare educators, and online engagement surveys included information boards containing project background information and reference images to guide park design (Attachment 1). Participants were invited to provide input in several different ways, including voting on their favourite playground character, playground elements and completing a survey (Attachment 2). The open houses were an opportunity for staff to answer questions, engage in discussion and gather feedback.

### **Community Engagement Results and Summary**

The input received via the meetings, open houses, hard-copy surveys, and LetsTalkRichmond website were documented and summarized (Attachment 3). Key findings are outlined as follows:

### *Playground Character*

During the open houses, and through both hard copy and online surveys, participants were invited to vote for their preferred playground character for the renewed Hugh Boyd Community Park Playground. While opinions on visual style and color palette varied, most people voted for a design character that blends urban and natural elements. For detailed results, please refer to Attachment 3 – Survey Results.

### *Playground Elements*

Participants were also asked to select their top three favorite playground elements from a list of options. The top three selected elements are climbing, swing, and slide. Other features that received considerable support included imaginative play, small water play equipment, such as water table, mister, pump and runnels, and monkey bars. Detailed survey results are available in Attachment 3.

### *Open-ended Questions and Conversations*

Throughout the public engagement process, staff interacted with participants, preschool and childcare program educators, and board members of WRCA. Comments gathered through the open-ended questions of the online and hard copy surveys (Attachment 5), as well as through the meetings and conversations, have been noted and summarized below.

Feedback regarding existing playground conditions:

- Many play structures are aging, outdated or vandalized. Some elements have been removed without replacement.
- The rubber surfacing is significantly worn, and some people dislike or have concerns over gravel surfacing or engineered wood chip surfacing.
- Poor drainage causes pooling and unusable areas during rainy weather.
- The playground currently does not meet accessibility standards.
- The existing trees in the playground are highly appreciated by the community.

Suggestions for the future playground:

- Maintaining clear sightlines throughout the playground is important for parents and caretakers.
- Addressing drainage issue is essential.
- Use durable materials that will withstand heavy use and weather conditions.
- Enhance inclusivity by incorporating all-age-friendly and sensory-friendly play elements.
- While play surfacing options remain a topic of debate, rubber surfacing is generally the preferred choice over gravel or wood chips.
- Provide more picnic and gathering spaces.
- A fenced play area for younger children.



### Playground Renewal

Based on the engagement results and the approved budget, the following priorities have been identified and are recommended for the playground renewal.

- Improve drainage conditions of the playground.
- Replace old playground equipment with new equipment to improve play opportunities and experiences for a broader range of ages and abilities.
- Upgrade playground surface to improve accessibility and safety.
- Enhance circulation.
- Increase seating and picnic opportunities.
- Retain as many existing trees as possible and replace only as needed.

The top three popular playground elements are climber, swing, and slide. Imaginative play and monkey bars are also supported by many participants. These will be incorporated into the future renewed playground. Staff will consider incorporating small water play equipment, such as water table, mister, pump and runnels during the detailed design and cost estimate processes.

The renewal will follow current best practices and consider circular economy principles. Redevelopment of the playground will ensure continued service delivery and provide opportunities to refresh and enhance their character and aesthetic in alignment with the local community. Maintenance, accessibility and safety concerns will also be addressed.

The existing site conditions, issues and future opportunities are identified and depicted in the Existing Conditions and Analysis diagram (Attachment 4). The project priorities and proposed approach are supported by the WRCA.

### Next Steps

Should Council approve the priorities and scope as outlined, the next step in advancing the Hugh Boyd Community Park Playground renewal is to conduct drainage and grading analysis in late Q2 2025, followed by detailed design. The procurement for construction services will commence in Q4 2025, while the construction of Hugh Boyd Park Playground is anticipated to start in early 2026.

Notification of construction will be communicated through signs on site and letters to local residents. Council will be informed by a memo with a project update closer to the start of construction.

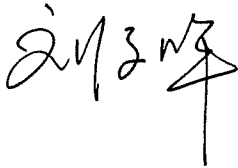
Staff will continue to collaborate with WRCA throughout the process.

### Financial Impact

All recommended priorities for the playground renewal can be accommodated within the \$1.8 million funding that was previously approved by Council for the Hugh Boyd Community Park Playground Renewal (2024 and 2025) capital projects.

Conclusion

It is recommended that Council approve the outlined playground renewal, and staff proceed with next steps. The playground's heavy use and long-standing presence underscore the need for renewal to better align with the community's evolving needs. Revitalizing based on public engagement feedback is key to the success of the project, ensuring that the playground continues to meet the needs of the community for years to come.

A handwritten signature in black ink, appearing to read 'Molly Liu', with a stylized vertical line extending downwards from the end of the signature.

Molly Liu  
Park Planner  
(604-233-3310)

- Att. 1: Hugh Boyd Community Park Playground Renewal – Open House Boards  
2: Hugh Boyd Community Park Playground Renewal – Survey  
3: Hugh Boyd Community Park Playground Renewal – Survey Results  
4: Hugh Boyd Community Park Playground Renewal – Existing Conditions and Analysis  
5: Hugh Boyd Community Park Playground Renewal – Individual Responses to Open Ended Questions of the Survey

# Welcome!

## Hugh Boyd Community Park Playground Renewal

### Why are we here today?

Hugh Boyd Community Park playground has long been a destination for the West Richmond area. The playground equipment and surfacing are reaching the end of their lifecycle and are in need of renewal.

The goal of this project is to improve accessibility, enhance safety, and meet the diverse and evolving needs of the community.

We would like to hear your vision for the future of the Hugh Boyd playground. Your feedback — both today and throughout the public engagement process — will help shape the design of this exciting new space.

Thank you for your valuable input!

### Playground Renewal Process

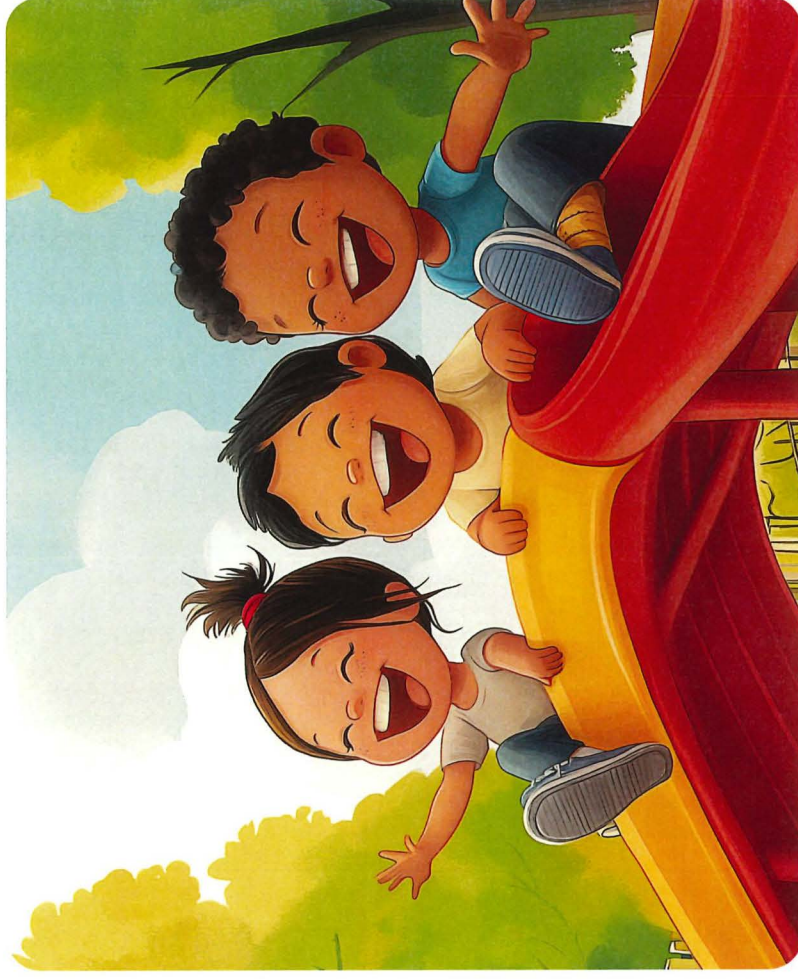
WE ARE  
HERE

Spring 2025: Community Engagement

Summer 2025: Design Development

Spring/Summer 2026: Construction

Please note: this schedule may shift due to unknown factors such as weather and available resources.



For more information, contact project manager Molly Liu at [mliu2@richmond.ca](mailto:mliu2@richmond.ca), scan the adjacent QR code or visit the project page at [LetsTalkRichmond.ca/HughBoydPlayground](https://LetsTalkRichmond.ca/HughBoydPlayground)

### INTRODUCTION



# Let us know your thoughts about the existing playground

Below is a map of the existing playground site. What is your favourite part and what is your least favourite part? Please write your ideas and thoughts on a sticky note and place them on this board.



5-12 year old play area



2-5 year old play area



Sand play area

Site Map

EXISTING CONDITIONS



# Key Issues and Opportunities

This renewal process provides an opportunity to identify and address existing issues and opportunities. Feel free to add comments on a sticky note to the board to share your feedback and ideas.



Fig. 1 - Accessibility



Fig. 2 - Mature Trees



Fig. 3 - Shade Structure



Fig. 4 - Surface Condition

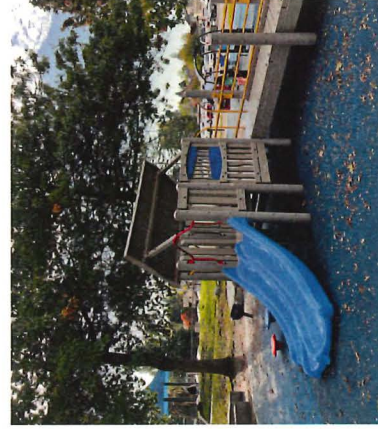


Fig. 5 - Playground Equipment



Fig. 6 - Playground Equipment

## KEY ISSUES

- Most of the play equipment is reaching the end of its lifecycle.
- Play surfaces are worn out, hindering usability and accessibility for all users.
- Drainage issues exist on the west side of the playground.

## OPPORTUNITIES

- Retain, protect, and enhance existing site features, such as the hill and mature trees.
- Replace uneven pathways to improve accessibility.
- Upgrade playground surfacing to improve usability and safety.
- Improve drainage issues.
- Update the play equipment and offer play opportunities for a broader range of ages and abilities.
- Introduce new signature play equipment and develop a unique character for the playground.



# Imagine the Future Playground Character

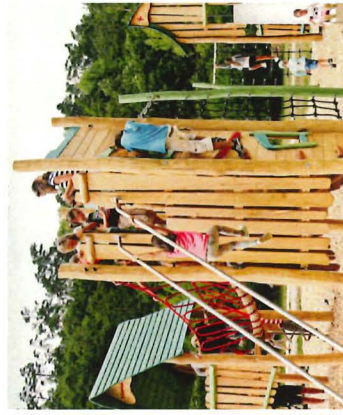
Playgrounds can span a wide range of character styles, from very urban to very natural, and everything in between.

Below is a range of images showing different styles of playgrounds.

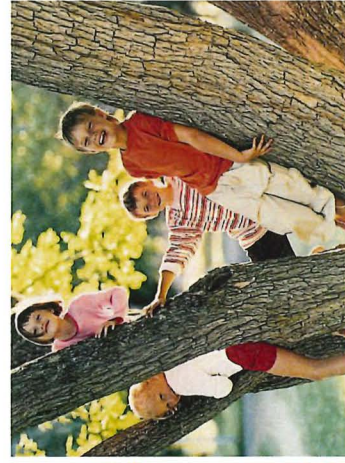
Place a sticker dot on the image you think is most appropriate for the new Hugh Boyd playground.



urban



mixed  
CNCL - 137



natural

WHAT ARE YOUR THOUGHTS?



# Imagine Future Playground Activities

Below is a range of play elements and features that could be included in the renewed playground.  
Place sticker dots beside your top three favourite elements.



climbing



boulders & logs



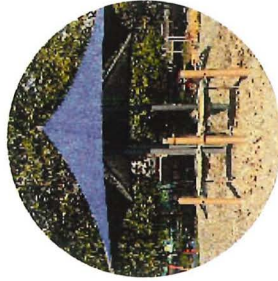
imaginative play



sand



swings



shade



spring toy and spinner



waterplay equipment



slide



monkey bars



playhouse



interactive play panels



outdoor musical instruments



ropes & net



art wall



seesaw



slide pole



other (please specify)



City of  
Richmond

## Hugh Boyd Community Park Playground Renewal Survey

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

The City of Richmond invites the public to provide input on the renewal of Hugh Boyd Park playground.

Please review the display boards, and then take a few minutes to complete this survey. You can return the completed survey:

- to a City staff member by the end of this open house;
- by dropping it off or mailing it to Parks Services, City of Richmond, 6911 No. 3 Road, Richmond, BC V6Y 2C1.

All surveys should be submitted by **Sunday, March 9, 2025**.

Feedback received will play a key role in shaping design and construction of the future playground at Hugh Boyd Community Park.

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### Playground Character

1. I would like to see the following options included in the future playground (select 1):

- ☐ Urban ☐ Mixed ☐ Natural

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### Playground Activities

2. I would like to see the following options included in the future playground (select your top 3):

- |   |  |
|---|--|
| <input type="checkbox"/> Climbing   | <input type="checkbox"/> Monkey bars                   |
| <input type="checkbox"/> Boulders and logs  | <input type="checkbox"/> Playhouse                     |
| <input type="checkbox"/> Imaginative play (e.g. boat or plane-inspired equipment) | <input type="checkbox"/> Interactive play panels       |
| <input type="checkbox"/> Sand   | <input type="checkbox"/> Outdoor musical instruments   |
| <input type="checkbox"/> Swings   | <input type="checkbox"/> Ropes and net                 |
| <input type="checkbox"/> Shade  | <input type="checkbox"/> Art wall                      |
| <input type="checkbox"/> Spring toy and spinner                                   | <input type="checkbox"/> Seesaw                        |
| <input type="checkbox"/> Water play equipment                                     | <input type="checkbox"/> Slide pole                    |
| <input type="checkbox"/> Slide  | <input type="checkbox"/> Other (please specify): _____ |

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## General Comments and Questions

3. I would like to share the following thoughts about the existing condition of the Hugh Boyd Community Park playground:

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4. I would like to share the following thoughts or ideas about the future of the Hugh Boyd Community Park playground:

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## Tell Us About Yourself

5. Children under my care are (select all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> 0–2 years old | <input type="checkbox"/> 9–12 years old |
| <input type="checkbox"/> 3–5 years old | <input type="checkbox"/> 13+ years old  |
| <input type="checkbox"/> 6–8 years old | <input type="checkbox"/> Not applicable |

6. My postal code is (Optional): \_\_\_\_\_

7. I heard about this engagement opportunity via: (select all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> LetsTalkRichmond.ca email sent to me           | <input type="checkbox"/> Social media                  |
| <input type="checkbox"/> Visiting other projects on LetsTalkRichmond.ca | <input type="checkbox"/> Transit shelter ad            |
| <input type="checkbox"/> City of Richmond website (richmond.ca)         | <input type="checkbox"/> On-site open house            |
| <input type="checkbox"/> Postcard mailed to me                          | <input type="checkbox"/> Online news article           |
| <input type="checkbox"/> Signage posted in the area                     | <input type="checkbox"/> Word of mouth                 |
| <input type="checkbox"/> Posters at community centre                    | <input type="checkbox"/> Other (please specify): _____ |

Thank you for your time.



# Let's Talk Richmond

Report Type: Form Results Summary

Date Range: 10-02-2025 - 11-03-2025

Exported: 11-03-2025 11:15:13

Attachment 3

Closed

Online Survey

Hugh Boyd Park playground renewal

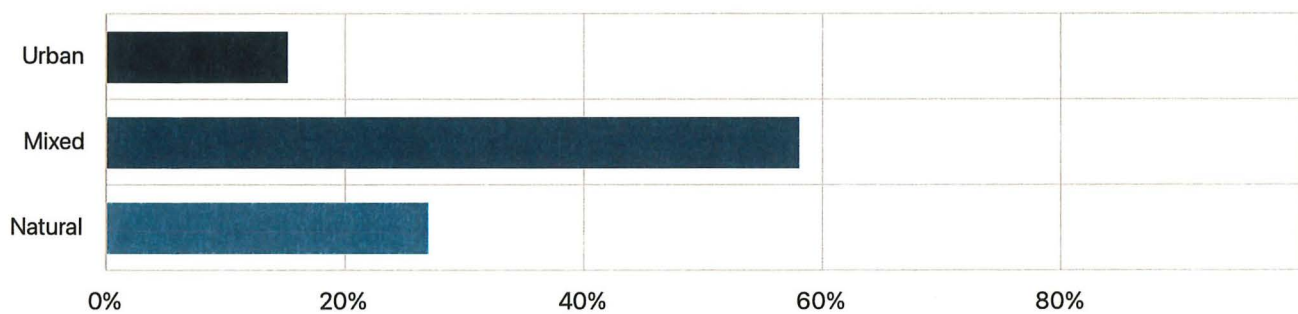
121

Contributions

## Contribution Summary

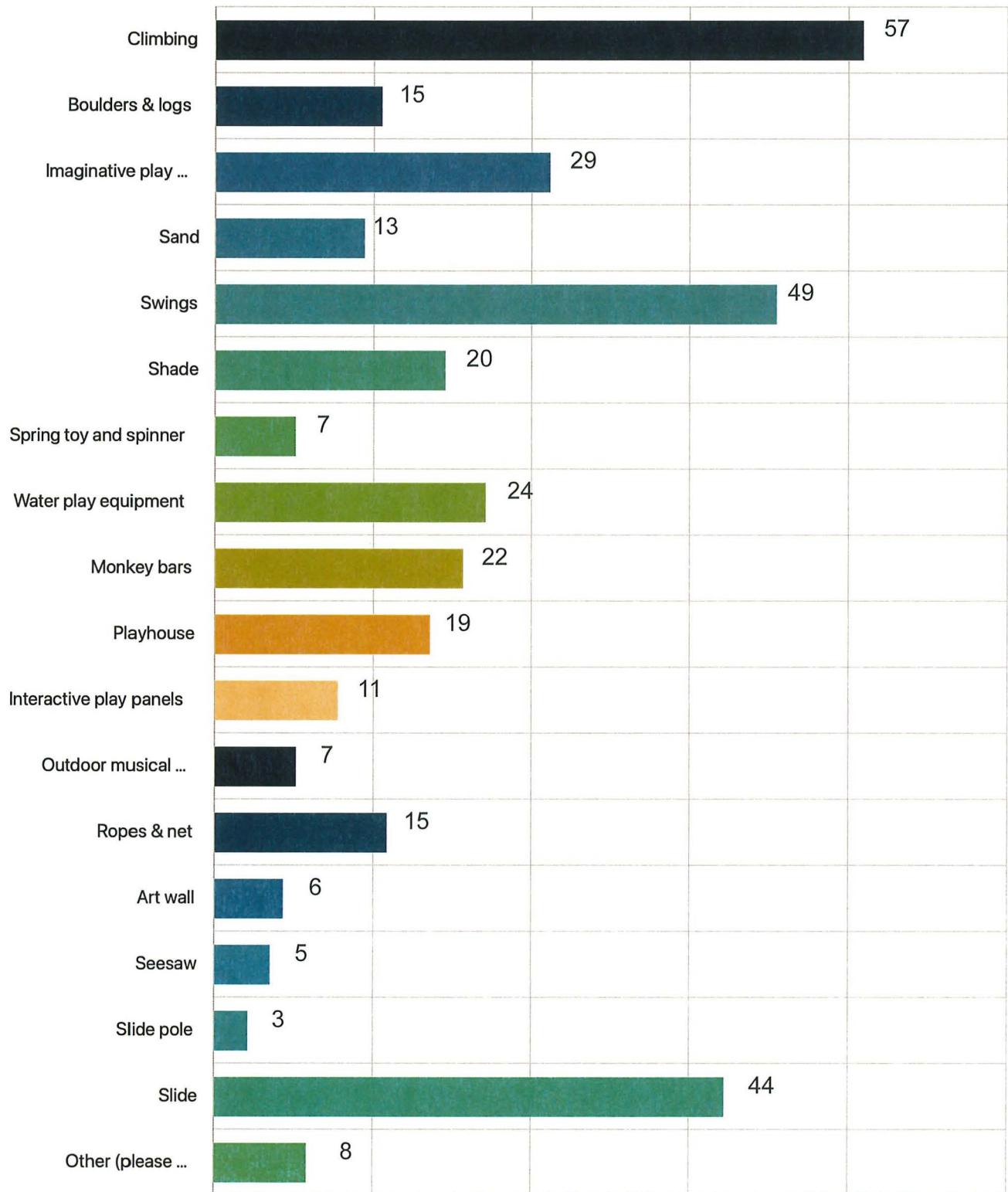
### 1. Playground Character I would like to see the following option included in the future playground (select 1):

Select Box | Skipped: 2 | Answered: 119 (98.3%)

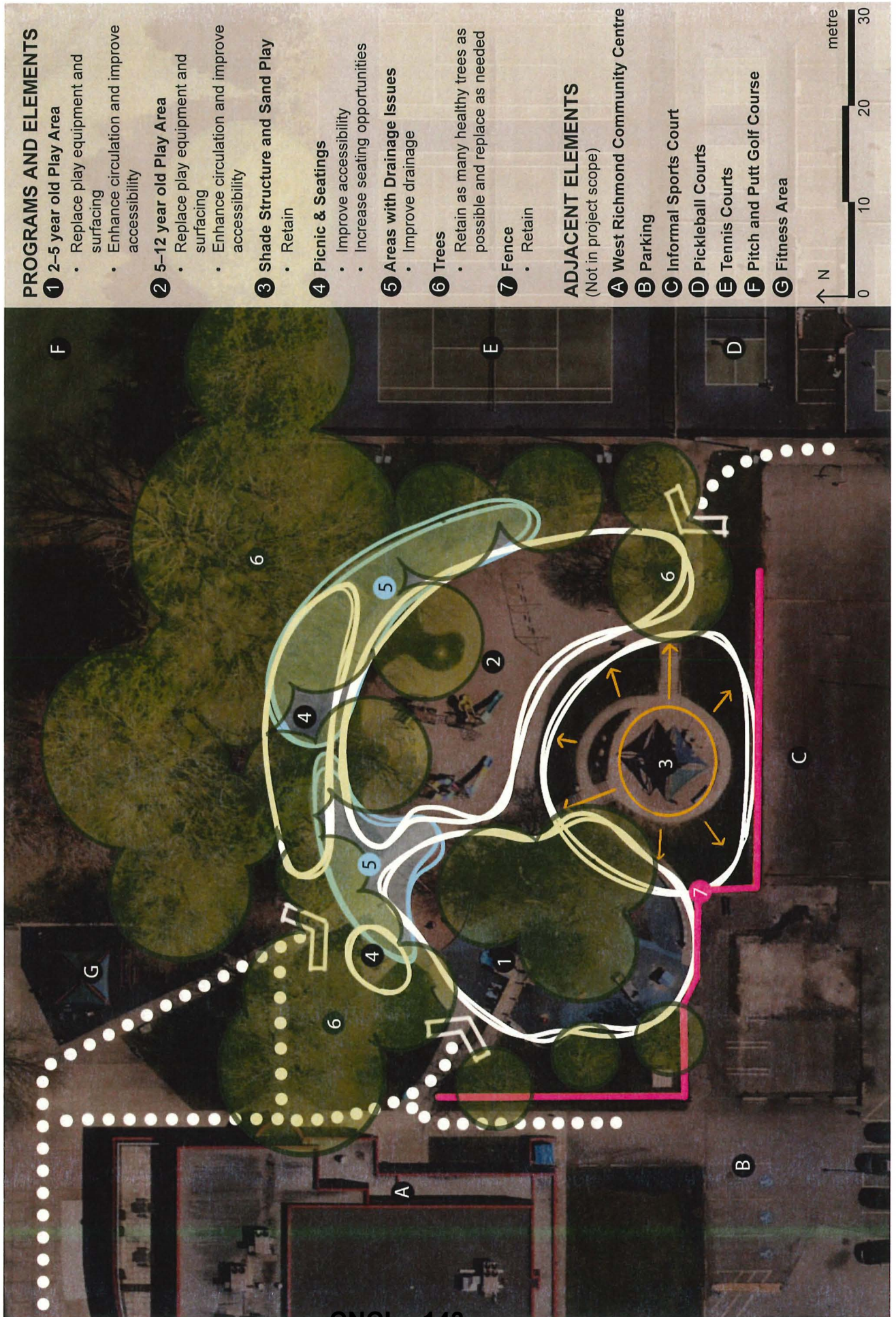


Answer choices	Percent	Count
Urban	15.13%	18
Mixed	57.98%	69
Natural	26.89%	32
Total	100.00%	119

**2. Playground Activities** I would like to see the following options included in the future playground (select top 3):  
 Ranking | Skipped: 3 | Answered: 118 (97.5%)









## Individual Responses to Open-ended Questions of the Survey

Question A: I would like to share the following thoughts about the existing condition of the Hugh Boyd Community Park playground:

### Individual Responses:

1	I think it's small as it is.
2	I think it's nice, but it's pretty old and run down.
3	As a parent, I like to walk around the playground and get exercise while I keep an eye on my children.
4	It looks kinda sad right now.
5	Needs replacing.
6	<ul style="list-style-type: none"> <li>• Many of the structure are broken / damaged</li> <li>• The swings are old and broken</li> <li>• Main problem: drawing is all plugged. after rainy days the water is not draining and floods the playground</li> <li>• The seesaw springs are busted</li> <li>• The rubber ground has lots of broken pieces</li> </ul>
7	Needs upgrading.
8	<ul style="list-style-type: none"> <li>• Extra picnic table for summer season</li> <li>• Extra trash cans</li> </ul>
9	I think the condition is fine for a few more years - save us some tax dollars and delay it 5 years.
10	<ul style="list-style-type: none"> <li>• Playground is disjointed</li> <li>• Provide better sightline and supervision opportunities</li> <li>• Playground floods constantly preventing the ability to move around</li> </ul>
11	There is concern for the safety of the children with the rock area as landing spots in the rock park are very thin. Equipment is damaged, weathered or limited. Drainage is a main concern in the rainy months that make it harder to engage in the playground.
12	<ul style="list-style-type: none"> <li>• Landing material not sufficient for safe landing if the children fall</li> <li>• Lack of shade</li> <li>• Steps are slick, no texture or grip</li> <li>• Sand box is less popular as it doesn't compact to build</li> <li>• Lack of fencing</li> <li>• Flooding and drainage is not sufficient</li> </ul>
13	As a supervisor of the JR OSC program with children aged 4-8, our children heavily value the sand play that we currently have and having it only slightly covered allows for a lot of water play. The drainage at our playground is really rough when heavy rain hits us. We often have to sweep rocks into hotlines to keep kids safe. The kids heavily benefit from the shade given by trees.
14	<ul style="list-style-type: none"> <li>• Park is tired and needs an update for sure</li> <li>• Landing surfaces need improvement</li> </ul>

15	Existing characteristics of 5-12 year old play area should be preserved for maximum play opportunities. Mini slides and swings, and more imaginary play elements needed for the 2-5 year old play area.
16	My children use this park very often because they have gone to preschool at West Richmond and the older one now also goes to OSC there. This park is in very bad shape right now. I understand that there has been a lot of vandalism and we'd hope that the new park would be designed with that in mind.
17	It's dated and could use a reno.
18	Clean frequently.
19	Please improve the red fitness machines. Better outdoor adult machines would be great. Exofit fitness equipment makes some great stuff. Go to <a href="http://playquest.ca">playquest.ca</a> , <a href="http://adventureplaysystems.com">adventureplaysystems.com</a> , <a href="http://KOMPAN outdoor-fitness.com">KOMPAN outdoor-fitness.com</a> for example.
20	Love the cherry blossoms.
21	It really needs an upgrade.
22	Cannot have parks for kids when there are so many rats around. Just because you don't see them doesn't mean they are not there. It's dangerous. Dog faeces on these playgrounds is another problem. What is heartworm to a dog is heart disease to a human.
23	The park is good, quite small, the adults exercise should be moved to another place. Where they are located now near the playground they are basically being used for the kids not for the adults. Having some picnic tables is amazing during summer.
24	It's dated. Wood chips get scattered outside of play area and can create a mess. Loose grounds (wood chips / sand) may hide hazardous objects underneath (glass / needles) that can be harmful to kids.
25	Old
26	I enjoyed this park as a teenager, and I'm happy that it is being improved.  Thank you city of Richmond!
27	Like the accessible entry by the toddler area. The sand at the top of the hill is a big hit with younger kids.
28	It was a great playground when it was build, but over time it's old and outdated and in some cases in need of repair.
29	It definitely needs an upgrade, we use it often and I worry about my daughter tripping on the uneven ground.
30	The current equipment consists of rigid, cookie-cutter plastic structures designed with a single intended use. However, children naturally explore and interact with playgrounds in creative ways beyond these intended functions. Unfortunately, this often leads to a higher risk of injuries, as the structures do not accommodate the dynamic and adaptive nature of play. Playgrounds should inspire free play, movement, and imagination rather than restrict children to predetermined activities.
31	This is a very convenient location as it is close to our house, but we almost never bring our kids there because the playground is very worn down. My kids said they are bored after about 10 minutes.



32	<ul style="list-style-type: none"> <li>• The biggest issue = drainage plugging and overflowing on rainy days</li> <li>• Broken rubber floor</li> <li>• Not many shade areas</li> <li>• Broken slide structures</li> </ul>
33	It's been such a shame watching the decline of the playground over the last three years. My little ones have grown up with it. I have a 6 year old and a 3 year old. They love the convenience of it as it's so close but now it's fairly unusable. They end up just running up and down the hill and using the big slides still available. We have been going to South Arm and Terra Nova parks instead.
34	Horrible!! It's been outdated for many years. Now, it's been damaged and the fun slide is gone.
35	I've lived just down the road for over 15 years, I have been taking my son to this playground for 10 years. The equipment is far older than what's being stated. That said, keeping the mature trees in any scenario should be a top priority as without them the water issues would be much worse. The low lying area by the workout equipment is constantly muddy, even in the driest of months. Unless other changes are made, this issue would be far worse without these trees.
36	<ul style="list-style-type: none"> <li>• Paint is chipping off</li> <li>• It is a bit rusty</li> </ul>
37	<p>What I like about the current playground is that it has a lot of shade. Good playground to go to during hot summers. Please keep the trees. And plant more trees.</p> <p>The foam flooring needs good repair. There's holes and it doesn't look nice.</p>
38	Currently, the playground is in poor condition, with most equipment reaching the end of its lifespan. Some structures are broken and unusable, making it less safe and enjoyable for children. I believe an upgrade is necessary to provide a safer and more engaging play space for the community.
39	One of the slide is broken and removed. No maintenance after that.
40	The current condition of the Hugh Boyd playground does not currently meet Childcare licensing standards as the larger play structure is not developmentally appropriate for preschool aged children. There is also no fenced area which creates a safety concerns for wandering children. These issues create difficulty for the preschool programs that run at the community centre to access play on the playground during their scheduled outdoor time.
41	It works but just needs updating.
42	The existing condition of the Hugh Boyd Community Park playground seems old. I like the spacious area of the playground. The existing gravel on the ground poses a safety issue when kids fall.
43	The big swings are simple but great.
44	You even can not approach close to it after heavy rains. It is full of deep water.
45	I really appreciate that this playground has something for babies/toddlers to enjoy. The small little houses & slides are perfect for littles. The rubber padding is best. It is one of the only few playgrounds in Richmond that were truly accessible for kids 2 and under. Now that they're getting older and have little siblings, it's so great that I can watch my kids all in the same area. There's something for the older kids and a play area for the littler ones. It is the perfect size and space.



46	Needs repair/ replacement.
47	It's is good but it is old.
48	<p>The current mulch and gravel ground is not convenient. I've always seen mulch scattered everywhere on the playground equipment. I know kids got mulch splinter on their hands. When kids slide down the slider or sit on the equipment, mulch and splinter get on their clothes and pants.</p> <p>True story, one time I was at the playground with my kid, I heard three kids talking about how they disliking the mulch, and they said they would replace the mulch grouch if they could make the decision.</p>
49	The current condition of this playground is inadequate, as the equipment and facilities are significantly worn out. Furthermore, it is primarily designed for younger children, with very limited options for older kids. There is a lack of diverse play equipment and activities, restricting the overall experience for all age groups.
50	My daughters love going here to play but the playground is old, so we are happy to hear it is being redone.
51	This playground has been there since about 1990 and needs an update. While I like the fact it is geared to preschool age children which is appropriate being at a community centre I think the section for school aged kids could be updated.
52	Overdue for update. It's run down and many features are broken frequently.
53	The existing condition of the Hugh Boyd Community Park playground could be improved in terms of safety, accessibility, and inclusivity. Some equipment appears worn, and additional shade and seating would enhance the experience for families. Upgrading the surfaces for better cushioning and ensuring all play structures are accessible for children of all abilities would be beneficial.
54	It needs to be redone. It's so hidden in the back, I'm not sure people know about it.
55	It is small, dark and hidden away.
56	The playground has been great for all ages and has a nice variety of equipment and structures. The trees have created nice shade for hot days in the summer.
57	Impossible to keep sand clean. The trees and hills are great!
58	Anything that spins causes nausea and headaches for many people including myself.
59	There has been a lot of vandalism at this park as slides have been destroyed, the seesaw was broken for at least 1 year, and the rubber material on the ground for shock absorption was destroyed. This is a park my family (we have 2 kids aged 4 and 8) goes to often. My daughter has gone to the West Richmond Community Centre's twos time program/preschool for the past 3 years. They spend time outdoors every class, and it's sad to see parts of the playground being destroyed by vandals.
60	The swings and slide are too old.
61	I attended high school at Hugh Boyd and have fond memories of the playground. I liked the open space, the simple play structures, and the trees surrounding that provided shades during the summer days.
62	Too old, not safe for children, need more playing items.



63	<p>It is quite run down, we go there a lot because we live nearby, but the playground itself isn't much use especially since they removed the tunnel in the playground, so the platforms do not connect with each other any more, so that limits the playability of the playground.</p> <p>Otherwise we like that there is lots of shade due to the big trees, and the benches around the whole park and some picnic tables are very much appreciated. The sand pit area is nice because there is shade there as well.</p>
64	This was the best playground for Littles in all of Richmond but it's gone to ruin now.
65	<p>I looked at the existing playground equipment today, especially the 5-12 year old play area. As a taxpayer, it does not seem worn out or nearing end of life to me. Indeed it looks like it has many years of service left to give. If the city wants to improve drainage or add a few items, that sounds fine. But tossing out useful equipment to spend money frivolously so you can re-imagine the playground does not seem like the right thing to do. No cost info provided. Not being transparent here!</p>
66	<p>The current condition of the Hugh Boyd Community Park playground is quite poor. Many of the play structures appear worn out, with visible signs of damage and aging. The surfaces are uneven, and some areas pose potential safety hazards, such as loose or broken equipment. Additionally, the playground lacks modern, inclusive features that would better accommodate children of all abilities.</p>
67	<p>It's in sad shape :(</p> <p>Floods every rainy day.</p>
68	<p>My children have been using this playground for years and have loved it. We were there at the ribbon cutting ceremony for the newest renovation. It is very disappointing that the elements chosen haven't stood up very well. Especially the rubber paving. The little kids play structure is still in good shape, although the teeter totter has been out of service so many times.</p>
69	<p>This playground was in disrepair for a long time. The broken items have been repaired/removed but the playground surface is worn out. This area is well used by pre/after school programs and families who are gathering for soccer on nearby field. I would retain the picnic tables nearby and walkways around the playground.</p>
70	Better drainage is required in this area.
71	A transitional space that I walk by.
72	<p>I like the different grounds like rubber, wood chips, pebbles and sand. I also like that there are options for the little and bigger kids. Picnic tables are awesome. I also appreciate that the playground is kinda enclosed. It's just old. But the idea behind it is still pretty awesome and versatile. It's super for our family.</p>
73	The existing park arrangement is good, no needed to make major changes.
74	Currently unusable when it's been raining.
75	The playground is great during the hot summer months. Often gets a nice bit of shade from the tree cover.
76	Keep it and maintain it regularly.
77	The play areas seem fine, although getting a bit old.
78	<p>The concrete ledges in this park could easily be converted into skateboard/scooter/BMX friendly obstacles. See Brewers Park and Norquay Park in Vancouver for examples of this.</p>



79	It is a fun, lively, colourful play park which needs refurbishing and replenishing of ground / underfoot areas.
80	The material used as a playground ground cover did not last as predicted. Normal wear and tear plus some vandalism resulted in earlier than expected damage. A much more resilient ground cover is required. Also, a better drainage system must be incorporated for the entire site, especially the pathways. Finally, shade trees and picnic tables plus benches must remain in the park so that families can enjoy the experience.
81	Broken down, outdated.

Note: The number of responses is less than the number of participants, as not everyone provided a response.

Question B: I would like to share the following thoughts about the future of the Hugh Boyd Community Park playground:

**Responses:**

1	I feel like it needs more colour.
2	<ul style="list-style-type: none"> <li>• Should be bigger than the current one</li> <li>• Colourful</li> <li>• More things to do</li> </ul>
3	More exercise equipment would be great.
4	<ul style="list-style-type: none"> <li>• A fenced playground would be ideal</li> <li>• Better and more age appropriate structures / climbers for both young kids (0-5yrs) and older kids (6+yrs)</li> <li>• Some covered areas for picnic or quiet play</li> <li>• Sandbox area with some water ramps / tubes</li> <li>• Better swings with proper seats / safety features</li> <li>• Better drainage system and more frequent cleaning of the playground</li> </ul>
5	Lots of parks in the trinities - Poco, Port Moody and Coquitlam are very urban and interactive for kids.
6	Maybe a gazebo or shaded area for picnicking.
7	Maintain the hill and mature trees.
8	<ul style="list-style-type: none"> <li>• Provide more visibility / sightlines</li> <li>• Larger structure rather than smaller conjoined ones</li> </ul>
9	Our children at JR OSC love opportunities for choice where they can engage in a variety of zones including sand, structure and possibly water. a natural-looking area would visually look inviting for families to play and engage in the space.
10	<ul style="list-style-type: none"> <li>• Accessibility equipment</li> <li>• Fence for play area</li> <li>• Better landing materials for parks</li> <li>• Textured materials for steps to prevent slipping</li> </ul>



11	It would be nice to fully transition from rocks into soft padding. Love the trees and hope we keep them. Hopefully a good amount of swings but majority of my children would enjoy a large amount of space dedicated to sand play and the water play that comes with it.
12	Well used park; must consider it is used by childcare programs provided by West Richmond community centre and also the general public; high daily use from both groups.
13	As a Richmond resident, I noticed several playground renewals and newly built playgrounds in other neighbourhoods (Talmey Elementary, Alexandra Park, Odlin & Odlinwood Parks) have downsized significantly with limited height and climbing variations. This reduces accessibility for age groups and abilities. McNeely Elementary playground in Richmond, and Bakerview Park in White Rock are excellent examples of accessible and varied playground height and equipment that the City can refer too.
14	I think this park is pretty unique as it's so close to a high school. I have often seen the high school students using the playground. It would be nice if there were elements for all ages of children to enjoy, from babies to 18.
15	50 - 70% of the playground should be covered and if possible, so kids can still play in it when the weather is not as nice. Solar with decent illumination should also be of consideration so it could help putting electricity back to power wall to power the nearby community center or the new one coming.
16	Make it a rubberized floor throughout especially on kids' side.
17	Something like the one at Terra Nova or Thompson would be nice.
18	Would be thrilled to see outdoor music instruments or some integration of music on the playground.
19	Please take into consideration the local resident's wishes.
20	This cannot cost more than 20,000. And I'm being generous here. Give a kid a cardboard box you'll be very happy. But this is just another attempt for politicians to line their pockets with their friends? Hell no. I like to playground and Terra Nova that cost something like \$300,000. It's insane if that happens again it's grounds for fraud abusive power and hopefully jail time.
21	Consider how it can support gatherings. Picnic tables ideally with shade. A fence to keep kids container.
22	Maybe the playground could be more divided between small kids and some equipment / areas for kids such as 9 and above. More water equipment, a trampoline like the one that were first installed in the Garden City park, and a gaga ball pit (the kids loved the ones at school). Another suggestion is to be more inclusive having for example a swing for kids with special needs and wheelchair accessibility.
23	Have space that can be used for younger kids and older ones too, considering that it's close to elementary and high school.
24	Promote physical fitness.
25	Hope it would be modern style.
26	More inclusive play structure for children who use walking aids so these children can participate with peers on all structures not just ground structures.
27	The playground should be to inspire activity that will build coordination, agility, flexibility and create self awareness and group awareness.



28	I really like this playground because it is one of the few that has a designated area for younger kids. My daughter really enjoys the 2-5years area and I hope the new playground will still have something age appropriate and safe for little kids.
29	<p>A splash pad similar to that in Steveston would be amazing, especially considering how the summers are getting hotter and hotter.</p> <p>Natural play elements such as logs, boulders, and rope structures that allow children to climb, balance, and explore in various ways.</p> <p>Adventure-style playgrounds that provide multiple ways to engage with the equipment, promoting creativity and reducing the likelihood of injuries.</p>
30	We hope to see a visually appealing park with fun elements for the kids. We actually drive to Coquitlam sometimes because my kids enjoy the parks there. Example parks we enjoy and repeatedly go to: Mundy, Queenston, Riley, Sheffield.
31	<ul style="list-style-type: none"> <li>• More shades areas would be good</li> <li>• A fenced playground</li> <li>• Water structures at the sandbox area (like Garden City)</li> <li>• Tube slides</li> <li>• More variety in swings</li> <li>• Some rubber ground and wood chips area</li> <li>• Zip line like Grauer school playground</li> <li>• Slide structure with some nets / resting area / hammock</li> </ul>
32	We love the picnic tables and seating around cbe playground. It's a real hub for people to hang out, watch our kids play and see people passing by. We would have play dates with friends. Opportunities for shade would be important too. It gets very hot in the summer.
33	There are no official (safe/protected) bike routes connecting to it. Kids should be able to bike to parks. Almost every home on Princeton Ave has a driveway, so no need for on-street parking, add a protected lane from Railway Greenway on one side.
34	Please update the playground as soon as possible. This area has many young famines with young children. Also, many families have 1 child at soccer and the sibling will come to this playground. As the soccer field gain popularity, so should the family friendly infrastructure around it.
35	Stated in question 4.
36	<ul style="list-style-type: none"> <li>• Bright and colourful play structures</li> <li>• Different structures for different ages</li> <li>• Easy to supervise children</li> </ul>
37	<p>It would be nice if there are more swings added. As well as a zip line. And also a water stream feature that water can flow down from the top of the hill (like in Garden City Park). And also more park benches to sit on.</p> <p>Perhaps a larger playhouse for imaginative play. My kids love playing restaurant in the little house. And they also enjoy the small xylophone area. So a larger music play area would be great.</p>
38	Night lighting, adding bird houses for the resident birds. Park benches would be needed. Less tripping hazards.



39	Multi-age play areas with cover, water play options, sand play, slides, and essential playground equipment. Covered picnic areas would provide a comfortable space for families. Adding interactive or nature-inspired features would make it more engaging and accessible for all ages.
40	I really like the layout and equipment of South Arm park. Adding the water play equipment would also be a good idea as there's no water park in west Richmond.
41	Our playground space should serve a variety of ages as both preschool classes and out of school care services frequent this area. The play space needs to include a play area for younger children, meeting Childcare licensing standards. It has been strongly recommended by licensing regulations to have a fenced area of play for younger children and to have play equipment that is developmentally appropriate.
42	The more you can do to activate a child's imagination the better.
43	I would like to see more ropes and nets on the future playground. I would also like to see a playhouse on the future playground.
44	Please install a full-height bar so that an adult could pull up.
45	Requires good drainage system and shade. Please don't cut the trees.
46	I would like the future playground to have the same general layout as the current one, but with updated playground equipment, especially for the older kids. I would like to keep the soft padding in the toddler area and maybe update the rocks to wood chips? I would also like playground structures that do not consistently break (like the current seesaw).
47	Needs to appeal to a wide range of children so some natural/ wood/ climbing/ adventure activities and some traditional activities like swing/ slide/ water park
48	I think that they should add more exercises equipment.
49	We would love to see a nature-inspired treehouse in the playground. It could include wooden structures, climbing ropes, and slides that blend with the natural surroundings. This would provide a fun and adventurous play area while also encouraging kids to engage with nature.
50	I think it would be the best to replace the mulch and gravel grounds with poured-in-place rubber floors, tiles or something like that.
51	I am seeking an expansion in both diversity and size for this playground, particularly in this neighborhood, given the presence of a school and afterschool program within the community. It is essential to provide a balanced variety of play options that cater to both younger and older children.
52	It is very important to continue to have a playground in this area.
53	Richmond lacks accessible playgrounds for families with physical disabilities, primarily for walker or wheelchair users. If Boyd had an accessible playground, families would come from all parts of Richmond or beyond to enjoy it. It's about time Richmond had an updated inclusive play space.
54	Incorporate more natural features.
55	For the future, adding more inclusive play structures, sensory-friendly elements, and nature-based play areas would make the playground more engaging. Expanding shaded areas, picnic spaces, and water play features could enhance comfort and usability. Sustainable, durable materials should be used to ensure long-term safety and enjoyment. Community engagement in the design process would be valuable.
56	Removing the storage containers in the parking lot would make it a lot less claustrophobic.



57	I would like to see the gravel replaced with either the wood chips or artificial surface of the toddler area. It would be great if there was some lighting added for when it gets dark in the early evenings.
58	Please do consider accessible, fun activities.
59	I would like to see more natural colours of the surrounding environment with recycled materials as part of the playground.
60	It would be nice to replace the playground that currently has rocks, with a rubber material or woodchips. I would like to see the slides and tubes replaced at the least, but would appreciate more play structures. I think the smaller playground and sandpit are designed well.
61	I hope to add a water play area and replace the sandy ground with wood chips or other soft surfaces.
62	Fun and safe space for the children growing up in the Hugh Boyd neighborhood to come to and play.
63	Hope it's nice for all age of children to enjoy.
64	Water play would be nice, as our summers are getting hotter. More picnic areas for group gathering would be nice as well. Overall we are actually quite happy with what is present right now in the playground, but it has fallen into disrepair and certainly needs updating to make it useable for our kids and other children. It is not accessible either, as the small pebbles fill the pathway, and puddles are huge when it rains, so would appreciate better pathways with better drainage.
65	What I love about this playground is that it's secluded from roads. My toddler is a RUNNER and this is one of the safest playgrounds where they're nicely contained.
66	Ask the kids!
67	I believe it should be upgraded with modern, safe, and inclusive play structures. Adding soft, rubberized flooring would improve safety, while shaded seating areas would make the space more comfortable for families. Incorporating nature-inspired elements, interactive play features, and equipment for all age groups and abilities would create a more engaging and accessible environment.
68	Hope for a mixed use of age's equipment from toddler to preschool to school age, along with ample climbing, sliding, running, and green space for all. A fence around would be great, as numerous people currently walk through the playground with their big dogs.
69	It would be nice to have a toddler size area and an area for older kids.
70	More close to activity seating for parents/guardians of smaller children.
71	Put in long lasting elements to replace the ones that break too often. Repair the shade cloth on the sand area. Replace the above ground tunnels that were recently removed. A huge climbing rock will not wear out, and will be well loved.
72	Being adjacent to the high school the structures need to be VERY durable as the older kids are quite rough on the equipment!
73	Ample seating and picnic areas within the tree canopy in the area surrounding the play area would be ideal.
74	A playground for all age groups is designed to be inclusive, catering to children, teens, adults, and seniors. These multi-generational spaces promote physical activity, social interaction, and fun for everyone.

75	Please keep things interesting like those different grounds. Also some natural hills for running up and down is nice. Maybe a big structure like a boat or plane or rocket ship would also be nice.
76	The existing park arrangement is good, no needed to make major changes.
77	It's always good to upgrade these areas and make them more interesting and relevant for kids.
78	We don't visit the playground during peak periods, but there seem to be other playgrounds around that need updates more urgently (eg. Homma school, Dixon school, etc.). But perhaps this one is really well used due to its location?
79	Keep it and maintain it regularly.
80	Skateboarding objects and area would bring a bigger mix of ages and genders to the park.
81	Time to build some updated skatepark features in the City of Richmond. Make sure to include lots of trees, as there is a lack of shade everywhere here.
82	It is already quite safe as it is away from roadways, it has shade and is inviting. It is close to washrooms and the community center.
83	I hope the playground in the future will be a sustainable, safe and engaging park that will be attractive to all ages from toddlers to grandparents.
84	Fun for all ages.

Note: The number of responses is less than the number of participants, as not everyone provided a response.





# City of Richmond

## Report to Committee

**To:** General Purposes Committee  
**From:** Kim Somerville  
Director, Community Social Development  
**Date:** May 22, 2025  
**File:** 07-3300-01/2025-Vol 01  
**Re:** Immigration, Refugees and Citizenship Canada (IRCC) Funding Cuts

### Staff Recommendations

1. That a letter be prepared for the Mayor's signature addressed to federal government officials including: the Prime Minister of Canada; Minister of Immigration, Refugees and Citizenship; and Richmond's Members of Parliament to advocate for Immigration, Refugees and Citizenship Canada to reinstate funding for settlement programs in Richmond in response to the ongoing needs of newcomers, immigrants and refugees, as outlined in the staff report titled "Immigration, Refugees and Citizenship Canada (IRCC) Funding Cuts", dated May 22, 2025, from the Director, Community Social Development; and
2. That the proposed resolution, titled "Reinstatement of Federal Funding for Settlement Programs" (Attachment 1), that calls for the Government of British Columbia to advocate to the federal government to reinstate funding for settlement programs in BC and develop a sustainable funding model for the continuation of these programs, be endorsed and submitted to the Union of BC Municipalities (UBCM) for consideration during its 2025 UBCM Convention.

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

Att. 1

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Intergovernmental Relations & Protocol Unit	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

This report supports Council's Strategic Plan 2022–2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement and Focus Area #6 A Vibrant, Resilient and Active Community:

*1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.*

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

This report also supports the Cultural Harmony Plan 2019–2029 Strategic Direction #2: Collaboration and Partnerships:

*2.2 Continue to support the capacity building of community service organizations that serve the needs of Richmond's diverse population.*

*2.3 Pursue opportunities to participate in joint planning and networking with community service organizations in order to share information and identify gaps in program and service delivery.*

### Analysis

#### Background

Immigration, Refugees and Citizenship Canada (IRCC) is the federal department responsible for managing immigration, refugee protection and citizenship. As part of its mandate, IRCC funds programs and services that help newcomers adapt to life in Canada, including language training, employment supports and community connections. While the federal government holds primary responsibility for immigration and settlement, it relies on partnerships with service providers to deliver these supports in communities across Canada. In Richmond, a number of non-profit organizations received IRCC funding to provide settlement and integration programs and services that help newcomers, refugees and longer-term immigrants develop English language skills, secure employment and housing, and access other essential services to support their transition into the community.

On October 24, 2024, the Government of Canada announced the 2025–2027 Immigration Levels Plan, which reduced annual immigration and permanent resident targets to ease pressure on housing, infrastructure and public services, while aiming for sustainable, long-term population growth. Compared to the previous 2024–2026 plan, which targeted 500,000 annual permanent resident admissions, the new plan lowered targets to 395,000 in 2025, 380,000 in 2026 and 365,000 in 2027. While the updated plan continues to prioritize economic immigration and the transition of temporary residents to permanent status, it represents a significant slowdown in overall immigration growth, contributing to a projected population decline of 0.2 per cent in both 2025 and 2026, before returning to a population growth of 0.8 per cent in 2027.



In late 2024, service providers were informed of changes or discontinuation of IRCC funding at the conclusion of that funding term (March 31, 2025). Affected service providers have had to end or scale back programs, reduce staffing and redirect newcomers to other service providers, resulting in significant changes in service for the almost 200,000 newcomers already living in BC (Census 2021). The regional impacts of these changes in IRCC funding are not yet clear. Staff will continue to liaise with local and regional organizations, as well as neighbouring municipalities to monitor the broader situation.

### Community Impact in Richmond

A number of Richmond-based and regional service providers have been affected by IRCC funding reductions, resulting in discontinued services, reduced programming and staff layoffs, effective April 1, 2025 or earlier. The funding reductions have disrupted programming across Richmond for newcomers of all ages, diminishing access to culturally responsive programs and services for newcomers. Staff have undertaken efforts to document how Richmond organizations have been directly affected by IRCC funding changes. Information collected by time of writing is outlined in Table 1.

Table 1: Richmond Organizations Directly Impacted by IRCC Funding Cuts

Organization	IRCC Funded Program	Program Status (as of April 1, 2025)
Chimo Community Services	Settlement Program	Discontinued SAF HAVN refugee claimant support still available (provincially funded)
Richmond Family Place	Early Years Refugee Program	Discontinued Early years programs for general audience still available
Richmond Multicultural Community Services	Settlement Program	Discontinued Language and employment programs supported by other funders still available
Richmond School District	Settlement Workers in Schools	Reduced service
S.U.C.C.E.S.S. (Richmond)	Settlement Program	Reduced service
ISSoBC (Richmond)	Richmond site continues to offer employment and language programs, including a licensed preschool program to support adult learners with children	Regionally-available IRCC funded settlement programs and initiatives for women, seniors and targeted employment are discontinued

At time of writing, the total dollar value of the funding reduction towards programs in Richmond is not available, as several of the affected organizations operate regionally and some organizations are attempting to continue services in some capacity through accessing other funding sources. However, the discontinuation and reduction in services outlined above impacts Richmond's population of over 13,000 recent immigrants, defined as individuals who arrived in Canada within the past five years (2021 Census).

Organizations not directly funded by IRCC, such as Richmond Public Library (RPL), Family Services of Greater Vancouver and the Richmond Food Bank, anticipate impacts on partnerships with settlement organizations. For example, RPL has reported a reduction in the number of workshops that are typically delivered in partnership with settlement organizations. As well, the Richmond Food Bank has reported that one organization affected by funding cuts is no longer able to conduct outreach visits to connect with food bank clients. Another impact that partner organizations are monitoring is the interruption of referral pathways that connect newcomers to community resources.

Richmond organizations have taken action by advocating to the federal government for sustained funding and to highlight the broader impacts of IRCC funding changes on newcomer communities. Throughout February 2025, advocacy efforts led by Literacy Richmond and the Richmond Poverty Reduction Coalition included a meeting with Richmond's Members of Parliament and a joint letter signed by multiple Richmond service providers to communicate the impacts of the loss of IRCC funding. Richmond's Members of Parliament subsequently communicated concerns to the Minister of IRCC. In April 2025, more than 100 national community organizations, including local signatories such as Richmond Multicultural Community Services, S.U.C.C.E.S.S., ISSo/BC and the Richmond Food Bank joined a national coalition called Believe in Canada. This coalition is calling for a renewed federal commitment to immigration, including long-term investments in newcomer supports. Outcomes of this coalition's efforts have yet to be shared.

#### City Actions and Impacts

Richmond is one of the most culturally and ethnically diverse cities in Canada, with the highest proportion of immigrants nationwide at 60 per cent, and is the fourth-largest recipient of recent immigrants to BC (2021 Census). Guided by the 2019–2029 Cultural Harmony Plan, City staff continue to support the capacity-building of community service organizations that serve Richmond's diverse newcomer population and pursue opportunities to participate in joint planning to identify gaps in program and service delivery.

In response to reductions in IRCC funding, the City has taken several steps to better understand and contribute to collective efforts to address the impacts to Richmond organizations and residents. Staff have gathered information directly from organizations affected by IRCC funding cuts and through City-convened committees, including the Community Poverty Reduction and Prevention Table and the Richmond Intercultural Advisory Committee. Staff continue to monitor broader implications by participating in local and regional networking discussions, including a Vancouver Coastal Health-convened group for funding organizations, and will be actively participating in Richmond's Local Immigration Partnership network that will be convened by S.U.C.C.E.S.S. in June 2025. At time of writing, staff are in the process of requesting a meeting with IRCC, but due to the recent formation of the Cabinet, the Government of Canada has indicated that Ministries will be delayed in their responses.

In addition to the significant reduction in settlement programs available to Richmond residents, the IRCC funding cuts affect the community organizations' capacity to engage in wider community initiatives. Most of the affected organizations work with the City in a number of ways, including providing organizational representatives for several City advisory committees and community tables; collaboration in resource navigation programs; and partnership in the delivery of City-led programs such as the Newcomers Bus Tour and the annual Diversity Symposium.

The City's Health, Social and Safety (HSS) Grant program may experience an increased number of applications from affected organizations seeking to fill service gaps. While the City is committed to increasing community capacity of non-profit organizations and partners, immigration and settlement support primarily falls under federal jurisdiction. The HSS Grant program has already been oversubscribed in recent years and cannot sustain or replace the level of funding previously provided by IRCC. It is therefore essential that the City advocates for the reinstatement of federal funding for newcomer services to meet the needs of Richmond's newcomer population.

#### Advocacy to the Federal Government

Pursuant to Council direction, staff will prepare letters for the Mayor's signature to be sent to federal government officials, including the Prime Minister of Canada, Minister of Immigration, Refugees and Citizenship, and Richmond's Members of Parliament to advocate for IRCC to reinstate funding for settlement programs in Richmond in response to the ongoing needs of newcomers, immigrants and refugees. The letters will emphasize the need for IRCC to develop a sustainable funding model that ensures a range of critical supports continue to be available and accessible to newcomers residing in Richmond amid evolving immigration targets.

While the City plays an important role in addressing local needs and is committed to working with senior levels of government, key partners and community members to support newcomers, funding for immigration and settlement services remains primarily under federal jurisdiction. Continued federal investment is essential to ensure that communities like Richmond are equipped to meet the evolving needs of newcomers and support their settlement journey in Canada.

#### Proposed UBCM Resolution

Richmond is one of many municipalities across BC and Canada that have been impacted by the significant changes in IRCC funding. It is therefore recommended that a resolution be submitted to the UBCM for consideration at the 2025 UBCM Convention (Attachment 1). The resolution calls on the provincial government to advocate to the federal government to reinstate IRCC funding for settlement programs. This action aligns with UBCM's mandate to represent the interests of local governments and support broader advocacy efforts on an issue affecting approximately 200,000 recent immigrants currently living in BC (2021 Census). The resolution also urges the federal government to engage with provincial and local governments, service providers and newcomers to inform the development of a long-term, stable funding model that ensures ongoing supports that help newcomers to thrive in Canada regardless of short-term changes in immigration targets.

#### Next Steps

If the recommendations in this report are approved, staff will include the proposed resolution in the submission of City resolutions for consideration at the 2025 UBCM Convention, scheduled for September 22–26, 2025. In addition, staff will begin preparing correspondence to the federal government officials to share Richmond's concerns and advocate for the reinstatement of IRCC funding for settlement programs in Richmond.

### **Financial Impact**

None.

### **Conclusion**

IRCC funding cuts to settlement programs have affected Richmond organizations, limiting their capacity to provide essential support for newcomers. The City has an important role to play in advocating for the reinstatement of this funding through letters to federal officials and the submission of a UBCM resolution in support of provincial advocacy. As the federal government holds primary responsibility for immigration and refugee policy and funding, it plays a critical role in ensuring newcomers can successfully settle and adapt to life in Canada. The City is committed to working with senior levels of government, key partners and members of the community to support newcomers to thrive in Canada.



Peggy Chen  
Planner 2 (Inclusion)  
(604-276-4104)

Att. 1: Proposed UBCM Resolution – Reinstatement of Federal Funding for Settlement Programs



## **Proposed UBCM Resolution**

### **Reinstatement of Federal Funding for Settlement Programs      City of Richmond**

WHEREAS Immigration, Refugees and Citizenship Canada (IRCC), as of April 1, 2025, has reduced or discontinued funding to organizations providing immigrant and refugee settlement programs in communities across British Columbia in response to reductions in federal immigration levels planned over the next three years;

AND WHEREAS the reduction and discontinuation of federal funding for settlement programs immediately reduces the availability of and access to services and supports that are vital to the social and economic integration of approximately 200,000 recent immigrants currently living in British Columbia (2021 Census);

THEREFORE BE IT RESOLVED that the Province be requested to advocate to the Federal government to immediately reinstate IRCC funding for settlement programs to BC organizations that were funded in 2024 for a multi-year period;

AND BE IT FURTHER RESOLVED that the Province be requested to advocate to the Government of Canada to conduct an engagement process with provincial and local governments, community-based service providers of settlement programs, and recent immigrants to inform the development of a long-term, stable funding model that ensures continued provision of supports that help newcomers to thrive in Canada, regardless of fluctuations in immigration targets.



**To:** Mayor and Councillors

**Date:** June 3, 2025

**From:** Claudia Jesson,  
Director, City Clerk's Office

**File:** 01-0105-01/2025-Vol 01

**Re: Referral Response – Release of Closed Council Information**

At the June 2<sup>nd</sup> Open General Purposes Committee, the Committee considered the report titled "Referral Response – Release of Closed Council Information" (Item #2) and endorsed the following motion:

- (1) *That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response - Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved;*
- (2) *That the voting record be made public at the time a closed report is disclosed, and that this requirement be applied retroactively to January 1, 2024; and*
- (3) *That the essence of Council's discussion be summarized in a closed meeting and disclosed at the time the closed report is made public, without attributing specific statements to individual members of Council and be applied retroactively to January 1, 2025.*

In terms of the above motion, staff is noting the following:

- (a) Recommendations 2 and 3 currently reference only the disclosure of closed reports. As Council Policy 1019 contemplates the disclosure of closed reports, resolutions and closed council information, the wording in Recommendations 2 and 3 should be adjusted.
- (b) In terms of Recommendation 3, the content of closed council minutes is being changed to include the essence of Council's discussion. It should be noted that "Council Policy 1309 – Recording of Closed Council Minutes" stipulates the content of closed council minutes. Given the proposed changes to the content of closed council minutes in Recommendation 3, staff is requesting that formal direction be provided to staff to amend Policy 1309 to reflect the changes being made and to ensure that Policy 1309 will be consistent with the revised approach to the recording of closed council minutes.

- (c) In terms of recommendation 2, it should be noted that the voting record is always recorded in all open and closed council minutes, and this information is readily available. For the proposed request to retroactively apply additional information into closed council minutes back to January 1, 2025, this will depend on the availability of past draft meeting notes. Staff will need to review what past reference material is still available in order to be able to incorporate the requested information into past minutes.

Based on the above comments, it is requested that the following revised motion be considered by Council:

- (1) *That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response - Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved;*
- (2) *That the voting record be made public at the time a closed report, **closed council resolution and/or closed council information** is disclosed, and that this requirement be applied retroactively to January 1, 2024; and,*
- (3) *That the essence of Council's discussion be summarized in a closed meeting and disclosed at the time the closed report, **closed council resolution and/or closed council information** is made public, without attributing specific statements to individual members of Council and be applied retroactively to January 1, 2025, **and that Council approve the amendments to Council Policy 1309 "Recording of Closed Council Minutes" accordingly.***



Claudia Jesson  
Director, City Clerk's Office

pc: SMT



# City of Richmond

## Report to Committee

**To:** General Purposes Committee

**Date:** May 20, 2025

**From:** Claudia Jesson  
Director, City Clerk's Office

**File:** 01-0105-01/2025-Vol  
01

**Re:** Referral Response – Release of Closed Council Information

### Staff Recommendation

That the proposed amendments to Council Policy 1019 "Routine Release of Closed Resolutions and Reports" as outlined in the staff report titled "Referral Response – Release of Closed Council Information", dated May 20, 2025, from the Director, City Clerk's Office be approved.

Claudia Jesson  
Director, City Clerk's Office  
(604-276-4006)  
Att. 3

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



## **Staff Report**

### **Origin**

At the Open General Purposes Committee held on March 3, 2025, the matter of releasing Closed Council resolutions was discussed and Committee approved the following motion:

*That staff be directed to amend the relevant policies to provide for the periodic/routine release of the Closed Council information contemplated by the policies.*

The purpose of this report is to respond to this referral outlining an enhanced process for the release of Closed Council information for Council's consideration and approval. In addition, this report provides information on the existing process for Closed Committee and Closed Council minutes, as discussed at the March 3<sup>rd</sup> Open General Purposes Committee meeting.

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

*Ensure that the citizenry of Richmond is well-informed and engaged about City business and decision-making.*

### **Analysis**

#### **Council Policy 1019 - Routine Release of Closed Resolutions and Reports**

With regard to Closed Committee and Council meetings, there is a prescribed process that is adhered to in accordance with the Community Charter. Advance public notice of Closed Committee and Council meetings is required and these closed meetings must be called to order in an open meeting where the closure and compliance with the Community Charter is noted. Section 90 of the Community Charter outlines the exceptions to the general rule that meetings must be open to the public, outlining the specific circumstances under which meetings may be closed. Matters discussed in a Closed Committee and/or Closed Council meeting must meet the legislated criteria and the meeting notice must specify the applicable criteria warranting that the matter be considered in a closed meeting. In addition, reports proceeding to a Closed Committee and/or Closed Meeting must also stipulate why the report is closed and which section of the Community Charter applies. In addition, each closed report has a "Recommendation on Disclosure" section which provides information to Council if public disclosure of the report is anticipated or not, and the timing of such disclosure.

Council Policy 1019 - Routine Release of Closed Council Resolutions and Reports (Attachment 1) outlines the process for staff to follow for disclosing closed resolutions and/or reports when confidentiality has passed. In certain circumstances, public disclosure can take place immediately after Council has endorsed the report recommendations, such as committee appointments, in which case a public announcement is prepared for the Mayor to read out and the disclosed matter is captured in the Open Council Minutes.

In other cases, disclosure can only take place in future once certain requirements have been met, as set out in the report. In those cases, the City Clerk awaits direction from the originating department to prepare the item for public disclosure. It should be noted that determining when confidentiality has passed is up to the report writer/subject matter expert to determine.

It is recommended that Council Policy 1019 for the routine release of closed matters be amended to be more prescriptive with the inclusion of a new sub-section 5 that requires a quarterly review and reporting process. This proposed amendment reflects a more proactive and enhanced approach.

In response to the referral, it is recommended that Council Policy 1019 be amended (Attachment 2) to include a new sub-section stipulating that the following enhanced measures be undertaken:

- A quarterly review be undertaken by staff of past Closed Meeting matters to determine if the need for confidentiality regarding decisions has passed. The City Clerk's Office staff would initiate the review and work with the originating areas.
- Following the quarterly review, a Closed Report to Council would be prepared to seek Council's authority to disclose the Closed Meeting matter(s) that would be deemed to be releasable. Following Council's approval to disclose, the information would be announced at the next available Open Council Meeting, under Mayor's Announcements, as per the usual process.
- In an effort to keep Council apprised, a memo to Council would be distributed following each quarterly review in situations when no closed meeting matter warrants public release.
- In an effort to keep the public informed, information that is approved for public disclosure and announced as part of an Open Council Meeting can be uploaded for public viewing to the City's website under a separate section for matters arising from Closed Council meetings.

Should Council approve the amendment to Policy 1019 pertaining to the enhanced measures, it is proposed that a review of Closed Council Meeting matters for years 2024 and 2025 be undertaken to determine which matters could be disclosed, and a report would be presented to Council in late fall identifying Closed Meeting matters warranting disclosure for this period. The proposed added section on the website would be available to the public in conjunction with the fall report. The regular quarterly review and reporting process schedule would commence in 2026.

### **Council Policy 1309 – Recording of Closed Minutes**

At the Open General Purposes Committee held on March 3, 2025, the matter of Closed minutes was also discussed, specifically the level of detail that ought to be captured. There was no formal referral motion as part of that discussion.

Council adopted Policy 1309 – Recording of Closed Minutes (Attachment 3) in an effort to streamline the recording of closed minutes. This Council Policy stipulates that closed minutes shall

exclude the recording of debate by members of Council, questions posed to and answered by City staff and the contents of verbal reports, other than the identification of the subject matter.

The aim of Policy 1309 was and is to ensure that Closed Council minutes be consistent, succinct and capture the decision of Council correctly. Both in open and closed meetings, minutes capture the resolutions adopted by Council, usually based on staff or committee recommendations. Minutes do not capture the dialogue or debate or specific Council member comments, as the minutes of a meeting are intended to be a concise record of what was done or agreed to by Council as a collective body. Furthermore, the Policy allows for the uninhibited exchange of opinions, information, and advice between Council members and between Council members and staff without the fear of future disclosure or misuse.

In terms of the Freedom of Information and Protection of Privacy legislation and the potential requirement to release Closed minutes in the civil litigation process, having Closed minutes potentially capture more detail raises concerns. In addition to the risk of Court's ordering disclosure, it should also be noted that Closed Council minutes may be ordered to be released after a specified period of time when the exception for the minute's release passes and no other exceptions apply. In such cases, there is a potential risk that sensitive information would be released if closed minutes were to contain greater detail than what is currently contemplated by Policy 1309.

While Policy 1309 states that the recording of closed meetings should be limited to only what is required, the Policy also does provide a provision that a member of Council can upon request still have their comments recorded. In terms of detail, closed council reports and memos proceeding to a closed meeting provide the necessary details pertaining to the matter being considered in the Closed Meeting. Should Council wish for staff to review this matter further, formal direction to staff would be required.

### **Financial Impact**

None.

### **Conclusion**

It is recommended that Council approve the proposed amendments to Council Policy 1019 that contemplate enhanced measures for the release of Closed Council information.



Claudia Jesson  
Director, City Clerk's Office

### **Attachments:**

- Attachment 1 – Council Policy 1019
- Attachment 2 – Amended Council Policy 1019
- Attachment 3 – Council Policy 1309



City of  
Richmond

## Policy Manual

Page 1 of 1	<b>Routine Release of Closed Resolutions and Reports</b>	<b>Policy 1019</b>
	Adopted by Council: March 13, 2006	

### **POLICY 1019:**

It is Council policy that:

1. Resolutions and/or reports considered at closed Council and closed Committee meetings will be made routinely available to the public once the requirement for confidentiality has passed.
2. Wherever possible, matters considered at closed meetings will be made publicly available by Council or Committee as follows:
  - a. By referring a recommendation and/or report to an open meeting for consideration; or
  - b. By directing, through resolution, that a closed decision and/or report be announced or otherwise publicly released.
3. If the public disclosure of a closed resolution and/or report cannot be determined at the time of consideration, then such matters are to be routinely reviewed by staff and brought forward to closed Council with a recommendation on disclosure once the requirement for confidentiality has passed.
4. In order to make closed information publicly available in a timely manner, the disclosure of information from a closed report that is to be released will be made public by:
  - a. Releasing the report in its entirety,
  - b. Releasing the report in a severed form consistent with records that are processed under the *Freedom of Information and Protection of Privacy Act*, or
  - c. Releasing the information in the form of a separate backgrounder document that is based upon the content of the closed report (always indicating that the backgrounder is a different document from the one that was considered by Council).

It is acknowledged that this policy does not limit a person's right of access to records under the *Freedom of Information and Protection of Privacy Act*.





Page 1 of 2	Routine Release of Closed Resolutions and Reports	Policy 1019
	Adopted by Council: March 13, 2006	

## POLICY 1019:

It is Council policy that:

1. Resolutions and/or reports considered at closed Council and closed Committee meetings will be made routinely available to the public once the requirement for confidentiality has passed.
2. Wherever possible, matters considered at closed meetings will be made publicly available by Council or Committee as follows:
  - a. By referring a recommendation and/or report to an open meeting for consideration; or
  - b. By directing, through resolution, that a closed decision and/or report be announced or otherwise publicly released.
3. If the public disclosure of a closed resolution and/or report cannot be determined at the time of consideration, then such matters are to be routinely reviewed by staff and brought forward to closed Council with a recommendation on disclosure once the requirement for confidentiality has passed.
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  - a. Releasing the report in its entirety,
  - b. Releasing the report in a severed form consistent with records that are processed under the *Freedom of Information and Protection of Privacy Act*, or
  - c. Releasing the information in the form of a separate backgrounder document that is based upon the content of the closed report (always indicating that the backgrounder is a different document from the one that was considered by Council).
5. The routine review of closed information to determine when confidentiality has passed will include the following steps:
  - a. A quarterly review undertaken by staff of past Closed Meeting matters to determine if the need for confidentiality regarding decisions has passed. The City Clerk's Office staff would initiate the review and work with the originating areas.



- b. Following the quarterly review, a Closed Report to Council would be prepared to seek Council's authority to disclose the closed meeting matter(s) that would be deemed to be releasable. Following Council's approval to disclose, the information would be announced at the next available Open Council Meeting, under Mayor's Announcements.
- c. A memo to Council would be distributed following each quarterly review in situations when no closed meeting matter warrants public release.
- d. Information that is approved for public disclosure and announced as part of an Open Council Meeting to be uploaded for public viewing to the City's website under a separate section for matters arising from Closed Council meetings.

It is acknowledged that this policy does not limit a person's right of access to records under the *Freedom of Information and Protection of Privacy Act*.



City of  
Richmond

## Policy Manual

Page 1 of 1	<b>Recording of Closed Minutes</b>	<b>Policy 1309</b>
	Adopted by Council: October 10, 1995	

### **POLICY 1309:**

It is Council policy that:

The minutes of meetings of Council and each of the Standing Committees of Council which are held in accordance with section 90 of the *Community Charter* shall **include** the following:

1. those matters which are statutorily required; and
2. those matters which are specified in, or a consequence of, the provisions of the Council Procedure Bylaw,

and shall exclude the recording of,

1. debate by members of Council;
2. questions posed to, and answered by City staff; and
3. the contents of verbal reports, other than the identification of the subject matter

at the meetings in question, unless the recording of such information is specifically requested by a member of Council in attendance.

City Clerk's Office



**To:** Planning Committee  
**From:** Joshua Reis  
Director, Development

**Date:** May 21, 2025  
**File:** RZ 24-011883


**Re:** **Application by Fougere Architecture Inc. for Rezoning at 9040 Francis Road from the “Neighbourhood Commercial (CN)” Zone to the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” Zone**

### Staff Recommendations

1. That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, to change the land use designation of 9040 Francis Road from “Commercial” to “Limited Mixed Use” in Attachment 1 to Schedule 1 of Richmond Official Community Plan Bylaw 9000 (City of Richmond 2041 OCP Land Use Map), be introduced and given first reading;
2. That Bylaw 10649, having been considered in conjunction with:
  - (a) the City’s Financial Plan and Capital Program; and
  - (b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the *Local Government Act*;
3. That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and
4. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, to create the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, and to rezone 9040 Francis Road from “Neighbourhood Commercial (CN)” to “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, be introduced and given first reading.

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

JR:dh  
Att. 9

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Housing Office	<input checked="" type="checkbox"/>	 _____
Policy Planning	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	



## Staff Report

### Origin

Fougere Architecture Inc., on behalf of N & Z Futures Ltd. (Incorporation number: BC0733499; Directors: Margaret Man Wai Yeung and Derek Gerry Waiky Hung Dang), has applied to the City of Richmond for permission to rezone the property at 9040 Francis Road from the “Neighbourhood Commercial (CN)” zone to a new site-specific “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone to permit the development of a five-storey mixed-use building containing at-grade commercial space, 100 per cent residential rental units on the upper floors and additional indoor amenity space at rooftop level. A location map and aerial photo of the subject site are provided in Attachment 1, and a site survey is included as Attachment 2.

An amendment to the City’s Official Community Plan (OCP) is associated with this rezoning application to change the land use designation of the subject site from “Commercial” to “Limited Mixed Use” to permit residential rental housing.

The applicant’s conceptual development plans are included in Attachment 3. Key aspects of the proposal include:

- A five-storey mixed-use building containing commercial, service and parking uses on the ground floor level; indoor and outdoor amenity space at the rooftop level; and a total of 60 secured rental apartment housing units on the second through fifth floor levels, including 54 market rental units and six Moderate Market Rental (MMR) units.
- A proposed density of 2.16 Floor Area Ratio (FAR), comprising approximately:
  - 196 m<sup>2</sup> (2,110 ft<sup>2</sup>) of net commercial floor area; and
  - 3,900 m<sup>2</sup> (41,979 ft<sup>2</sup>) of net residential rental housing and common floor area (e.g., lobbies and circulation).
- All purpose-built rental housing units will be secured in perpetuity with rental tenure zoning. The market rental units will be governed by a Housing Covenant registered on Title. The MMR units will be secured with a Housing Agreement and Housing Covenant registered on Title, which will set maximum rental rates and include household income level restrictions, amongst other matters. No stratification of individual residential units is permitted.
- Road dedications along Francis Road and along the public pathway south of the subject site.

Road network and engineering servicing improvement works are required with redevelopment and will be secured through the City’s standard Servicing Agreement (SA) process prior to final adoption of the rezoning bylaw. The works include, but are not limited to, installation of new concrete sidewalks and landscaped boulevards along Francis Road and Garden City Road; upgrades to the City-owned public walkway along the south property line; traffic signal upgrades at the road intersection; and sanitary, storm sewer and water works.

## Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4).

### Existing Site Condition and Surrounding Development

The subject site is approximately 2,049 m<sup>2</sup> (22,055 ft<sup>2</sup>) in size and is located at the southeast corner of Francis Road and Garden City Road in the Broadmoor neighbourhood. The subject site currently contains an existing commercial building.

Existing development immediately surrounding the subject site is as follows:

To the North: Across Francis Road are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/M)” fronting Garden City Road and Francis Road (designated for future townhouse development) and Dolphin Court.

To the South: Are a City-owned public walkway and single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” fronting Garden City Road (designated for future townhouse development), Glenbrook Drive and Glenallan Drive.

To the East: Are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” and designated for future townhouse development.

To the West: Across Garden City Road are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” and designated for future townhouse development.

### Existing Commercial Tenants

There are currently two tenants in the existing commercial building, including a retail use thrift store operated by Regional Animal Protection Society (RAPS) and a private 24-space child care facility. The developer has been in communication with the tenants, and both tenants are aware of the redevelopment proposal.

Regarding the thrift store, in recognition of the rezoning application, the developer and RAPS negotiated a new lease agreement earlier this year that includes provisions for discounted lease rates after six months in the form of a combination of reduced monthly rent payments (approximately 56 per cent of current gross rent) and issuance of tax receipts for the remainder value on a month-to-month basis. The developer has indicated that they will also provide six months notice and has engaged a licensed realtor to assist the tenant with securing a new space (Attachment 5).

In terms of the private child care facility, the developer has communicated to the tenant that they will provide them with assistance in finding a new facility and space and have offered them relocation assistance in the form of a leasing specialist, construction and tenant improvement assistance and moving services.

### Existing Legal Encumbrances

Legal encumbrances on Title of the subject property include, but are not limited to, two registered SRWs (LTO charge numbers: D65286 and E26159) for the installation and maintenance of City utilities. Further information is provided in the “Site Servicing and Frontage Improvements” section below.

### **Related Policies and Studies**

#### Official Community Plan

The City of Richmond 2041 OCP Land Use Map designation of the subject site is “Commercial”, which provides for a variety of commercial uses but excludes residential uses.

Consistent with OCP objectives to retain commercial uses on the subject site and encourage the development of new purpose-built rental housing, the subject development proposes a mixed-use development with commercial use at grade and purpose-built rental housing above.

In accordance with the OCP market rental housing provisions, additional density may be considered on a site-specific basis for 100 per cent rental housing applications that provide additional market rental or below-market rental housing to address community need.

To facilitate the proposed development, OCP Amendment Bylaw 10649 provides for a change to the land use designation of the subject site from “Commercial” to “Limited Mixed Use” to allow ground-floor commercial use and residential rental use above.

#### OCP Market Rental Housing Policy

In recognition of rental housing comprising an important piece of Richmond’s housing supply, the OCP encourages the development of new purpose-built rental housing units secured through rental tenure as well as a housing agreement and covenants on Title. A series of incentives are identified in the OCP to encourage the development of new rental housing, such as additional density, parking rate reductions and exemptions from affordable housing, public art and community planning contributions.

The proposal is generally consistent with the OCP Market Rental Housing Policy, as all the residential units are rental apartments secured through rental tenure zoning and the registration of legal agreements on Title.

The delivery of the six MMR units will be secured using a Housing Agreement and Housing Covenant. Registration of a Market Rental Housing Covenant on Title will secure the remaining 54 dwelling units as market rental units.

#### Noise Management Policy

To mitigate unwanted noise from commercial areas on residential properties, the OCP requires that new development proposals involving commercial uses within 30 m of any residential use demonstrate that the building envelope is designed to avoid noise generated by the internal building use that exceed permitted noise levels in the City’s Noise Regulation Bylaw from

penetrating into residential areas, and that noise generated from rooftop mechanical units will comply with the Noise Regulation Bylaw.

In addition, to protect the future dwelling units at the subject site from potential noise impacts generated by commercial uses in the building and by traffic on Francis Road and Garden City Road, noise attenuation is to be incorporated into dwelling unit design and construction.

Prior to final adoption of the rezoning bylaw, legal agreements are required to be registered on Title of the subject property to address these noise concerns and to ensure that the necessary noise mitigation measures are incorporated into building design and construction, as per acoustic and thermal report recommendations to be submitted by qualified registered professionals as part of the Development Permit (DP) application review process.

#### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

#### **Public Consultation**

In accordance with the City's Early Public Notification Policy 1316, notice of the development proposal was provided to residents within 100 metres of the subject site. In addition, rezoning signs have been installed on the subject property along both the Francis Road and Garden City Road frontages.

In response to the early public notification and placement of the rezoning signs on the property, staff have received correspondence from the public regarding the rezoning application. Aside from a resident asking for further information about the proposed development, feedback and concerns raised by three other members of the public are generally summarized below (with staff responses provided immediately below each item in ***bold italics***):

- The scale of the building, number of proposed units, the building's compatibility within a predominantly single-detached neighbourhood and privacy impacts.

***Through the OCP, additional density is supported on a site-specific basis for developments that include 100 per cent rental housing units. In addition to market rental units, MMR units are proposed, providing additional community benefits. The applicant is maximizing affordability (in particular, the MMR units) through a five-storey building proposal. The surrounding neighbourhood also includes a mix of single-detached, townhouse, apartment housing and institutional uses.***

***In terms of building form, the applicant has configured the building in an inverted U-shape, with its massing and siting oriented toward the intersection and road frontages, away from the neighbouring properties as much as possible. The main building face has a setback of over 7 m from the east property line, and setbacks ranging from approximately 3 m to 10 m from the south property line, in addition to separation from the City-owned public walkway. The applicant is also proposing building step-backs for the upper storeys along the south elevation.***

***More detailed review and further refinements to the site, architectural and landscape plans will take place during the DP application phase.***

- The proposal provides additional rental stock, but there are concerns about the livability of the smaller units.

***In addition to studio and one-bedroom units, 40 per cent of the proposed units are considered to be family-friendly, consistent with the OCP, which encourages multi-unit residential developments to provide at least 40 percent of units with two or more bedroom units. All of the MMR units and most of the market rental units also meet the minimum unit sizes identified in the City's Affordable Housing Strategy for Low-End Market Rental (LEMR) units. All of the dwelling units are also proposed to comply with the City's Basic Universal Housing (BUH) provisions.***

- Pressure of additional residents on infrastructure, namely educational and healthcare facilities.

***To cover the costs of increased demand on services and infrastructure resulting from increased growth in the City is addressed through the payment of Development Cost Charges (City and Regional) and school site acquisition fees through the Building Permit (BP) process.***

- Increase in the number of vehicles generated, leading to a shortage of parking, traffic congestion and safety concerns.

***The on-site parking needs are substantiated in the Transportation Impact Assessment (TIA) submitted by a Professional Engineer. In addition to the Transportation Demand Management (TDM) measures to encourage alternative modes of transportation and the incorporation of right-in-right-out movement restrictions recommended in the TIA, this development will also contribute road frontage and traffic signal improvements as part of the required SA to increase accessibility of the site through alternate modes.***

Copies of the email correspondence received from members of the public are provided in Attachment 6.

Should the Planning Committee endorse this application and Council grant first reading to the OCP amendment and rezoning bylaws, the bylaws will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

Public notification for the Public Hearing will be provided as per the *Local Government Act* and *Richmond Zoning Bylaw 8500*.

#### OCP Consultation Summary

Staff have reviewed the proposed OCP amendment bylaw with respect to the *Local Government Act* requirements and the City's OCP Bylaw Preparation Consultation Policy 5043, and it is determined that this report does not require referral to external stakeholders (Attachment 7).



## Analysis

The proposal is to develop a mixed-use building on a property located at the southeast corner of Francis Road and Garden City Road with an approximate area of 1,900 m<sup>2</sup> (20,451 ft<sup>2</sup>) after land dedications and transfers. Conceptual development plans from the applicant are provided in Attachment 3.

The proposed development includes approximately 196 m<sup>2</sup> (2,110 ft<sup>2</sup>) of net commercial floor area on the ground floor, and 60 rental housing units and residential common areas (e.g., lobbies and circulation) totalling approximately 3,900 m<sup>2</sup> (41,979 ft<sup>2</sup>) of net floor area. Additional non-residential floor area on the ground floor includes vehicle and bicycle parking, and accessory uses such as waste, mechanical and electrical rooms. Indoor and outdoor amenity space is also proposed on the rooftop.

### Proposed Zoning Amendment Bylaw

To rezone the subject site and accommodate the proposed development, a new site-specific zone entitled “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” is proposed (Richmond Zoning Bylaw 8500, Amendment Bylaw 10650). The proposed ZMU60 zone allows for a limited range of commercial uses intended to serve the surrounding community and services on the ground floor, residential rental tenure apartment housing units on the upper floors, resident amenity space at rooftop level and other compatible secondary uses. Without limitation, the proposed ZMU60 zone provides for:

- Residential rental tenure zoning, along with the level of affordability for the MMR units and the length to which it is secured in accordance with the *Local Government Act*.
- A maximum overall density of 2.16 FAR, comprising:
  - A maximum FAR of 2.06 for residential uses, which must include at least six MMR units having a minimum combined habitable space of 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>) that is secured in perpetuity through registration of an MMR Housing Agreement and Housing Covenant on Title prior to final adoption of the rezoning bylaw; and
  - A minimum FAR of 0.1 for non-residential (e.g., commercial) uses.
- Maximum lot coverage of 70 per cent for buildings.
- Minimum setbacks of 2.0 m from roads, 2.9 m from the south property line and 7.5 m from the east property line, except that the corner of the building may project into the minimum setback up to the property line where a dedication is required to enable a strong urban street wall at the intersection.
- Maximum building height of 24.5 m.
- Specific parking provisions, including reduced parking rates, shared residential visitor and commercial parking spaces, shared undesignated medium-sized loading space and the location of vehicle and bicycle parking, as substantiated by a parking study prepared

by a Professional Engineer along with the provision of TDM measures to be secured through legal agreements registered on Title prior to final adoption of the rezoning bylaw.

### *Inclusionary Zoning*

Proposed Amendment Bylaw 10650 is considered an inclusionary zoning bylaw for affordable housing under Section 482 of the *Local Government Act* as it includes the provision of MMR units within the proposed development. The proposed zoning bylaw has been prepared in accordance with Section 482 of the *Local Government Act* and in consideration of the City's Interim Housing Needs Report, the financial feasibility of the project as demonstrated by the applicant, and their desire to proceed undeterred with the proposed development.

### Housing Type and Tenure

Staff are supportive of the proposed development as it is consistent with the City's Market Rental Housing Policy and other OCP policies that encourage the provision of a variety of housing types and sizes to accommodate the needs of a diverse and aging population. Specifically, the proposal includes:

- Six MMR units, comprising approximately 9.4 per cent of the total residential habitable area and having a combined 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>) of habitable space, will be located on the second and third storeys of the building and interspersed with the market rental units. Unit sizes range from 37.2 m<sup>2</sup> (400.4 ft<sup>2</sup>) to 71.9 m<sup>2</sup> (773.9 ft<sup>2</sup>) and are aligned with the minimum unit sizes applicable to Low End Market Rental (LEMR) units. These units will be secured in perpetuity through residential rental tenure zoning and the registration of a Housing Agreement and Housing Covenant on Title.
- Tenant eligibility for the MMR units will be defined using BC Housing's Household Income Limits (HILs). Maximum monthly rental rates will be no higher than 30 per cent of the HIL, applicable to the unit by type, divided by 12 (months). Given the limited number of MMR units and their location among the market rental units, a non-profit housing operator is not required.
- 54 market rental units will be secured in perpetuity through residential rental tenure zoning and the registration of a Housing Covenant on Title. There will be no restriction on tenant incomes, and units may be rented at prevailing market rates.
- A mix of unit types, including 24 two-bedroom units (equivalent to 40 per cent of all units), are suitable for families with children. Two of these units are allocated for the MMR units (Table 1). The proposal also includes 100 per cent of units with Basic Universal Housing (BUH) design, supporting the ability of residents to age in place. The percentages of family-friendly and BUH units will be secured through the legal agreements registered on Title prior to final adoption of the rezoning bylaw.

Table 1. Unit Mix and Maximum Rental Charge Rates and Household Incomes

Unit Type	Moderate Market Rental (MMR) Units <sup>(1)</sup>	Market Rental Units <sup>(1)</sup>	Total	Proposed Unit Sizes <sup>(1)</sup>	MMR Unit Max. Rent Charge <sup>(2)(3)</sup>	MMR Unit Max. Household Income <sup>(2)(3)</sup>
Studio	2 (33.3%)	8 (14.8%)	10 (16.7%)	37.6 m <sup>2</sup> (404.7 ft <sup>2</sup> ) to 45.3 m <sup>2</sup> (487.6 ft <sup>2</sup> )	\$1,450/month	\$58,000 or less
1-Bed	2 (33.3%)	24 (44.4%)	26 (43.3%)	47.9 m <sup>2</sup> (515.6 ft <sup>2</sup> ) to 62.2 m <sup>2</sup> (669.5 ft <sup>2</sup> )	\$1,450/month	\$58,000 or less
2-Bed	2 (33.3%)	22 (40.7%)	24 (40%)	68.3 m <sup>2</sup> (735.2 ft <sup>2</sup> ) to 82.6 m <sup>2</sup> (889.1 ft <sup>2</sup> )	\$1,800/month	\$72,000 or less
<b>Total</b>	<b>6 (100%)</b>	<b>54 (100%)</b>	<b>60 (100%)</b>	<b>Varies</b>	<b>Varies</b>	<b>Varies</b>

<sup>(1)</sup> Unit area and mix in the above table may be adjusted to the satisfaction of the City through the DP application review process subject to at least six (6) MMR units having a combined habitable space of at least 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>) being provided, with the same percentage or greater of family-friendly (two or more bedroom) units.

<sup>(2)</sup> Maximum rent charge and household incomes are for reference to the MMR units only.

<sup>(3)</sup> The maximum household income is based on the Household Income Limits (HILs) established by BC Housing. The maximum monthly rents and household incomes may be adjusted in accordance with the Moderate Market Rental Housing Agreement. The above-listed rents are calculated using the 2023 BC Housing HILs and they will be updated to reflect the HILs of the year that the units are tenanted. Maximum rent charges are set at 30 per cent of the HILs, by unit type, divided by 12 months.

Prior to final adoption of the rezoning bylaw, registration of a Housing Agreement (for the MMR units) and Housing Covenants (for both the market rental units and the MMR units) on Title will be required. General provisions of the legal agreements include, but are not limited to:

- The units in each tenure type are to be maintained under a single ownership and there shall be no stratification of individual rental units.
- No age-based restrictions are to be imposed on tenants of any residential unit.
- Maximum rental rates, income thresholds and minimum unit sizes for the MMR units apply as in Table 1 above. On initial tenancy, maximum monthly rents and income limits will be defined based on the then-current HIL as published by BC Housing. Following tenancy, maximum monthly rents will be increased in accordance with any permitted increase set out in the *Residential Tenancy Act*. Income limits will be defined annually based on the figures published by BC Housing. In the event HILs are not published in a calendar year, the preceding HIL will be used with an adjustment based on the rate of any increase in the Consumer Price Index (CPI).
- All tenants are to have full use of and unlimited access to all on-site common indoor and outdoor areas of the residential portion of the building, including amenity spaces, vehicle parking, bicycle parking and related facilities, which for the MMR unit occupants shall be provided at no additional cost. A charge for vehicle parking may be permitted, subject to any related Council policy/direction enabling such.
- 100 per cent of the units are to be designed to meet the BUH features outlined in Richmond Zoning Bylaw 8500.
- The terms of the agreements shall apply in perpetuity.

### Resident Amenity Space

In addition to private balconies for all dwelling units, the proposal includes approximately 47.4 m<sup>2</sup> (510.2 ft<sup>2</sup>) of shared resident indoor amenity space adjacent to the mechanical room and elevator penthouse on the building's rooftop level. Access is provided between the amenity room and the proposed 423 m<sup>2</sup> (4,553 ft<sup>2</sup>) rooftop outdoor amenity space. Based on the preliminary landscape plans, the shared rooftop outdoor amenity space includes a lounge, seating, dining, community gardening and children's play areas.

Staff will work with the applicant at the DP stage to further review the programming of the shared amenity spaces and to ensure that the configuration and design of the spaces are consistent with the DP guidelines.

### Vehicle Access, Parking and Transportation-Related Improvements

The development will provide an approximate 2.0 m wide road dedication along Francis Road, an approximate 0.5 m wide land transfer along a portion of the south property line adjacent to the City-owned public pathway, and a 4.0 m by 4.0 m corner cut dedication at the intersection of Francis Road and Garden City Road. This land dedication and transfer will be taken prior to final adoption of the rezoning bylaw.

Frontage upgrades along both Francis Road and Garden City Road include the construction of 3.0 m wide sidewalks, separated from traffic by grassed boulevards. New traffic signal infrastructure will be provided at the southeast corner of the road intersection fronting the subject site. Upgrades along the south property line include a 3.0 m wide concrete pathway and installation of a 0.5 m wide lighting strip with pedestrian lighting and grass.

Vehicle access to the subject site is proposed to be served via two driveway crossings located on Francis Road and Garden City Road. Access will be limited to right-in-right-out and controlled by a raised centre median on Garden City Road to mitigate traffic and safety impacts. A Traffic Impact Assessment report was prepared by a Professional Engineer and reviewed by City staff, confirming that traffic impacts from the development are acceptable.

A total of 35 off-street surface parking spaces (29 resident parking spaces, of which two are allocated to the MMR units and six shared residential visitor/commercial parking spaces) are proposed on the southern portion of the site underneath the second storey of the building. A Housing Covenant will be used to identify the parking spaces allocated to the MMR units.

The proposed parking rates exceed reductions permitted in the City's zoning bylaw. The proposed parking rates have been substantiated by a parking study prepared by a Professional Engineer, with the provision of additional Transportation Demand Management (TDM) measures, which include:

- One on-site publicly accessible parking space with electric vehicle supply equipment, for the purposes of car share or small-sized loading, secured with a Public Right of Passage Statutory Right-of-Way (PROP SRW) over the space and the vehicular and pedestrian accesses.

- Transit pass program that includes the provision of monthly two-zone transit passes for a period of two years, offered to all units.
- Provision of 105 long-term bicycle parking spaces (11 Class 1 spaces are allocated to the MMR units) contained in secured bicycle rooms located on each floor of the building and in bicycle lockers. This reflects 20 additional secured bicycle parking spaces compared to the one Class 1 bicycle parking space per bedroom typically required as part of a standard TDM package.
- Provision of 16 additional oversized bicycle lockers to support family-friendly use.
- Provision of five additional Class 2 bicycle parking spaces for commercial users to a total of 18.
- Bicycle maintenance facilities for residents' use, each to include a repair stand, repair tools and workspace in every bicycle room (total of five).
- Bicycle washing station on the ground level outside the bicycle room.
- Transportation marketing brochure that will be given to new residents, detailing the available TDM measures on-site, including instructions on how to register for the transit pass program.

#### Tree Retention, Replacement, and Landscaping

The applicant has submitted a Certified Arborist Report, which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The report assesses one windrow (row of trees) comprising 23 Douglas firs, with the largest tree at 43 cm DBH (Tag# N01) on the neighbouring property to the southeast. There are no on-site trees and no street trees along the site frontages.

The City's Tree Preservation Coordinator has reviewed the arborist report, along with conducting a site visit and concurs with the project arborist's recommendation to remove the neighbouring windrow. The trees are identified to be in very poor structural condition related to historical severe pruning, resulting in very weakly attached replacement leaders, prone to failure and presenting a risk to the subject site and neighbouring private lands. The neighbour has provided consent in principle, subject to agreement on final remediation and planting for their property with the developer.

The applicant has submitted a tree management plan showing the trees proposed to be removed (Attachment 8). The applicant's preliminary landscape plans show the planting of 19 new trees on-site. Proposed tree planting will be further reviewed and refined during the DP application process.



### Energy Step Code

Consistent with Provincial Energy Step Code and Zero Carbon Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance targets have been considered in the proposed design. The residential space of the proposed building is anticipated to meet Step 3 with EL-2, while the proposed commercial space would meet Step 2 with EL-2. Further details on how the proposal will meet this commitment will be reviewed as part of the DP and Building Permit (BP) application review processes.

### Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a SA, secured with a Letter of Credit, for the design and construction of site servicing and frontage improvement works. Works include, but are not limited to, installation of new concrete sidewalks and landscaped boulevards along Francis Road and Garden City Road; upgrades to the City-owned public walkway along the south property line; traffic signal upgrades at the road intersection; sanitary, storm sewer and water works and associated Statutory Rights-of-Ways (SRWs).

There are also currently two registered SRWs (LTO charge numbers: D65286 and E26159) along a portion of the south lot line for the installation and maintenance of various services, and currently contain an existing sanitary sewer main. Engineering staff has indicated that approximately 24 m of the sanitary main may be removed through the required SA process, and afterward, the associated portion of SRW over the subject site may be discharged.

Further details regarding the scope of the site servicing and frontage improvement works are included in Attachment 9.

### Future DP Application Considerations

A DP is required for the subject proposal to ensure further consideration of the design guidelines for multiple family and mixed-use buildings contained within the OCP.

Further refinements to the site plan, landscape plan, and architectural elevations to ensure integration with the neighbourhood may be made as part of the DP application review process including, but not limited to:

- Refinement of vehicle parking and circulation, truck maneuvering, waste management, fire access and related features.
- Streetscape interface along Francis Road and Garden City Road, including the creation of pleasant pedestrian conditions along the north elevation adjacent to the bicycle storage area and the proposed treatment of any required on-site infrastructure (e.g., screening, minimizing visual intrusion).
- Appropriate transition to surrounding properties, including buffering of the parking area along the south lot line with adequate and suitable landscaping and trees.
- Refinement of the location, size and species of proposed trees and other aspects of the landscape plans.

- Refinement of proposed common outdoor and indoor amenity areas, including their landscaping and programming, sizes and configuration and treatment of the balcony spaces for minimizing overlook.
- Proposed exterior colour and material palettes of the building.
- Demonstration that all accessibility features are incorporated into unit design.
- Proposal's design response to Crime Prevention Through Environmental Design (CPTED) principles.
- Proposed sustainability features to be incorporated into the development.

Additional issues may be identified as part of the DP application review process.

### **Financial Impact or Economic Impact**

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

### **Conclusion**

The proposed application at 9040 Francis Road is for the development of a mixed-use building with non-residential uses on the ground floor, shared amenity space on the rooftop and a total 60 secured rental housing units (54 market rental units and six MMR units) on the upper floors.

The proposal involves rezoning of the subject site from the "Neighbourhood Commercial (CN)" zone to a new site-specific "Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)" zone.

To facilitate the proposed development, the applicant is also proposing to amend the OCP land use designation of the subject site from "Commercial" to "Limited Mixed Use" to permit residential rental housing.

The list of Rezoning Considerations is included in Attachment 9, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649 and Richmond Zoning Bylaw 8500, Amendment Bylaw 10650 be introduced and given first reading.

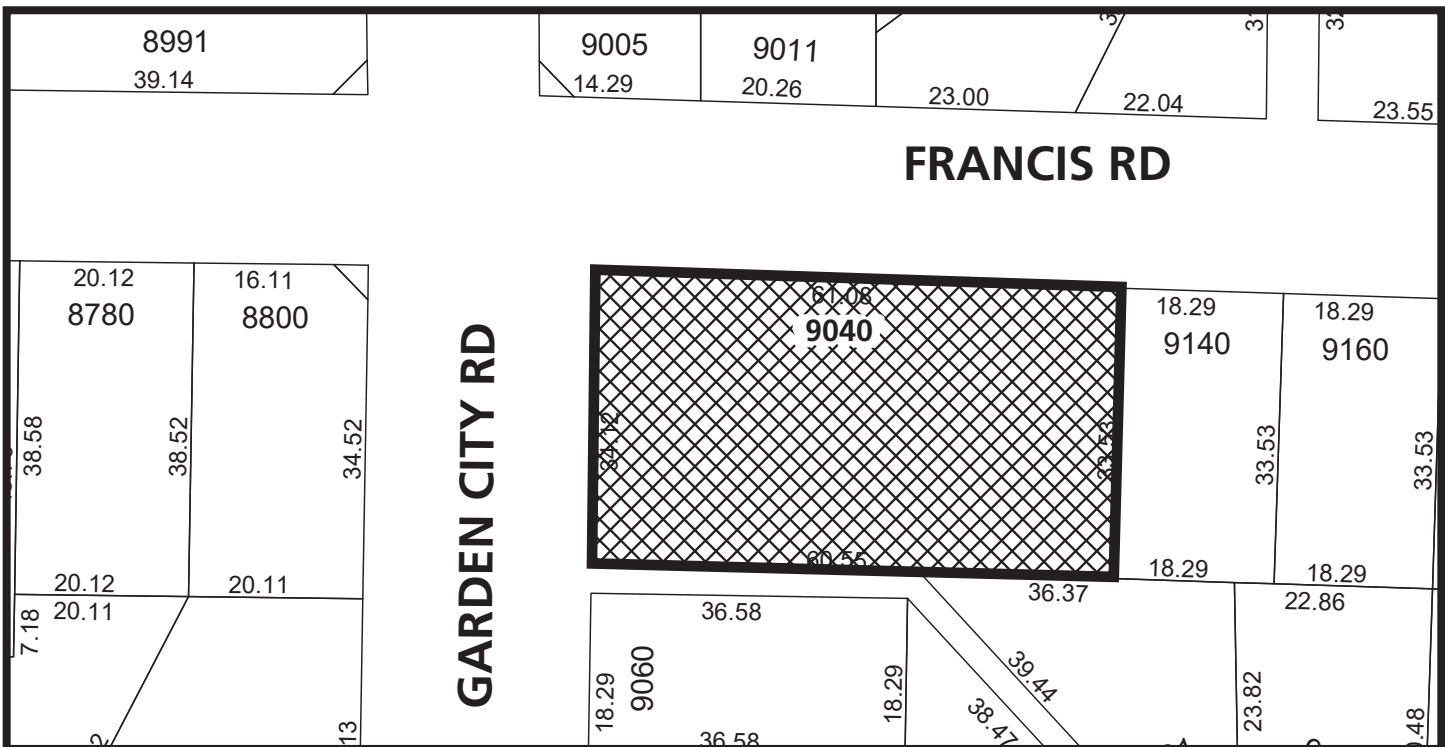


Dilys Huang  
Planner 3  
(604-276-4139)

DH:js

- Att.    1: Location Map and Aerial Photo  
         2: Site Survey  
         3: Conceptual Development Plans  
         4: Development Application Data Sheet  
         5: Applicant Letter – Non-Profit Tenant Support  
         6: Public Correspondence  
         7: OCP Consultation Summary  
         8: Tree Management Plan  
         9: Rezoning Considerations

City of  
Richmond



**RZ 24-011883**

Revision Date: 07/08/24

Note: Dimensions are in METRES

**CNCL - 187**





City of  
Richmond



RZ 24-011883

Original date: 05/10/24

Revision Date: 07/08/24

Note: Dimensions are in METRES

CNCL - 188





DATE: 12/15/2023

TOPOGRAPHIC SITE PLAN OF LOT "A" AND LOT 261 ALL OF SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 35222

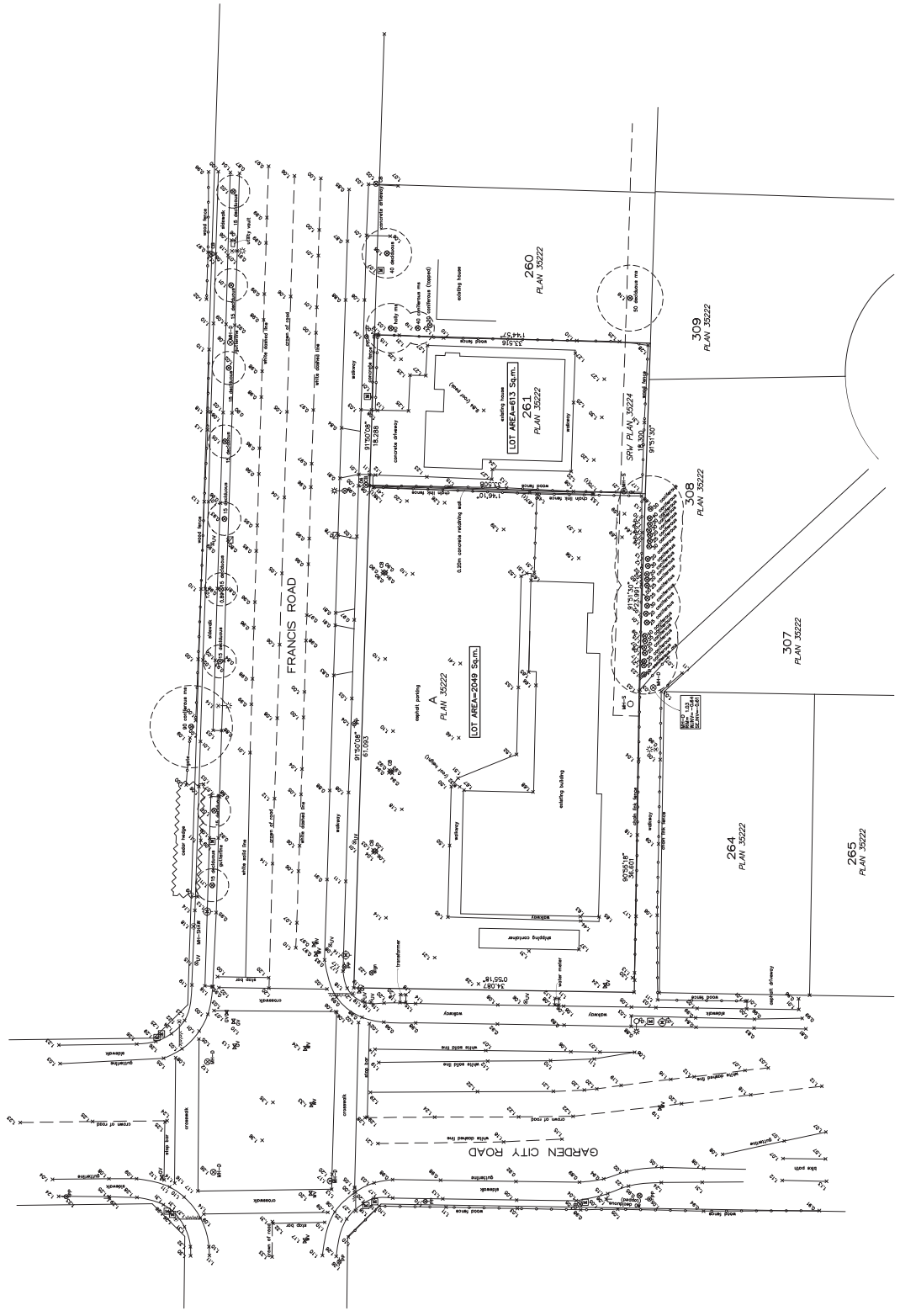
CIVIL ADDRESS: 10000 100th Ave S, NW  
FID: 007-251-233  
R.D. 007-251-233

- LEGEND**
- ENOTES SPOT ELEVATION
  - ENOTES PNE HYDRAULIC
  - ENOTES CATCH BASIN - TOP ENTRY
  - ENOTES CATCH BASIN - ROAD
  - ENOTES STREET LIGHT - DAWT
  - ENOTES LAMP
  - ENOTES WATER VALVE
  - ENOTES WATER METER
  - ENOTES GAS VALVE
  - ENOTES ELECTRICAL BOX
  - ENOTES STORY HANDLE
  - ENOTES FIRE AND GARDEN ENTRY
  - ENOTES TRAFFIC LIGHT
  - ENOTES UTILITY (WALL ROAD)

SCALE 1 : 250  
0 5 10 20  
ALL DISTANCES ARE IN FEET

The intended use of this plan is to show the location of all structures and utilities shown on this plan.

CNCL - 189



Lot 261 is subject to the following non-financial charges and interests which may affect the parking structures on this plan:

Lot A is subject to the following non-financial charges and interests which may affect the parking structures on this plan:

Lot dimensions are shown from Field Survey. Easements are shown from 01/28/2018 - IN PETERSON. The easement is shown from the corner of the 3rd and 4th Streets.

Spot elevations along curb are shown in feet. The elevations are shown in feet.

The plan was prepared for architectural design and permit. The plan is not to be used for any other purpose.

CERTIFIED CORRECT  
DATED THE 28th DAY OF September, 2024

By: Adam Peterson  
BCLLS



OUTBOUND CAR MOVEMENT  
INBOUND CAR MOVEMENT



# CONTEXT PLAN

Subtitle

1" = 30'

0 20' 40' 60'

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9040 Francis Road  
FOR  
PARK DEVELOPMENTS

R2 24-011883  
March 14, 2025

**FOUGERE**  
architecture inc.  
1000 West 10th Avenue, Suite 200  
Vancouver, BC V6H 1A6  
604.673.2597  
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LEGEND

- EXISTING GRADE
- FLOOR LEVEL
- CORNER GRABES
- CIVIL GRABES
- REMOVED TREES
- EXISTING TREES



SITE PLAN

3/32" = 1'-0"  
0 6' 15' 30'

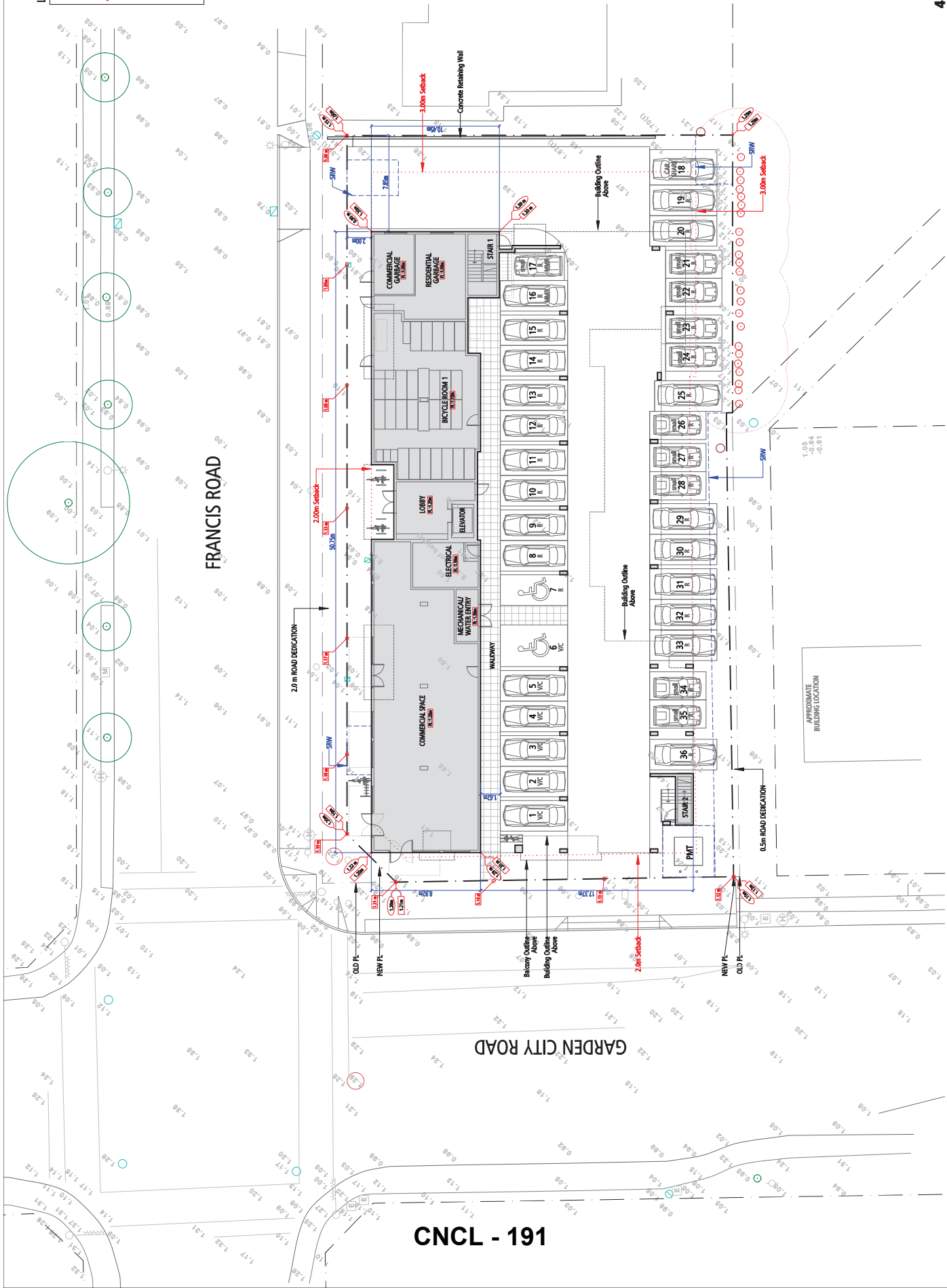
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

9040 Francis Road  
PARK DEVELOPMENTS

RZ 24-011883  
May 15, 2025

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UNIT MIX		
	BACHELOR	2
	1 BEDROOM	7
	2 BEDROOM	6
	TOTAL	15
	MAR UNIT	4



# FLOOR PLAN LEVEL 2

1/8" = 1'-0"



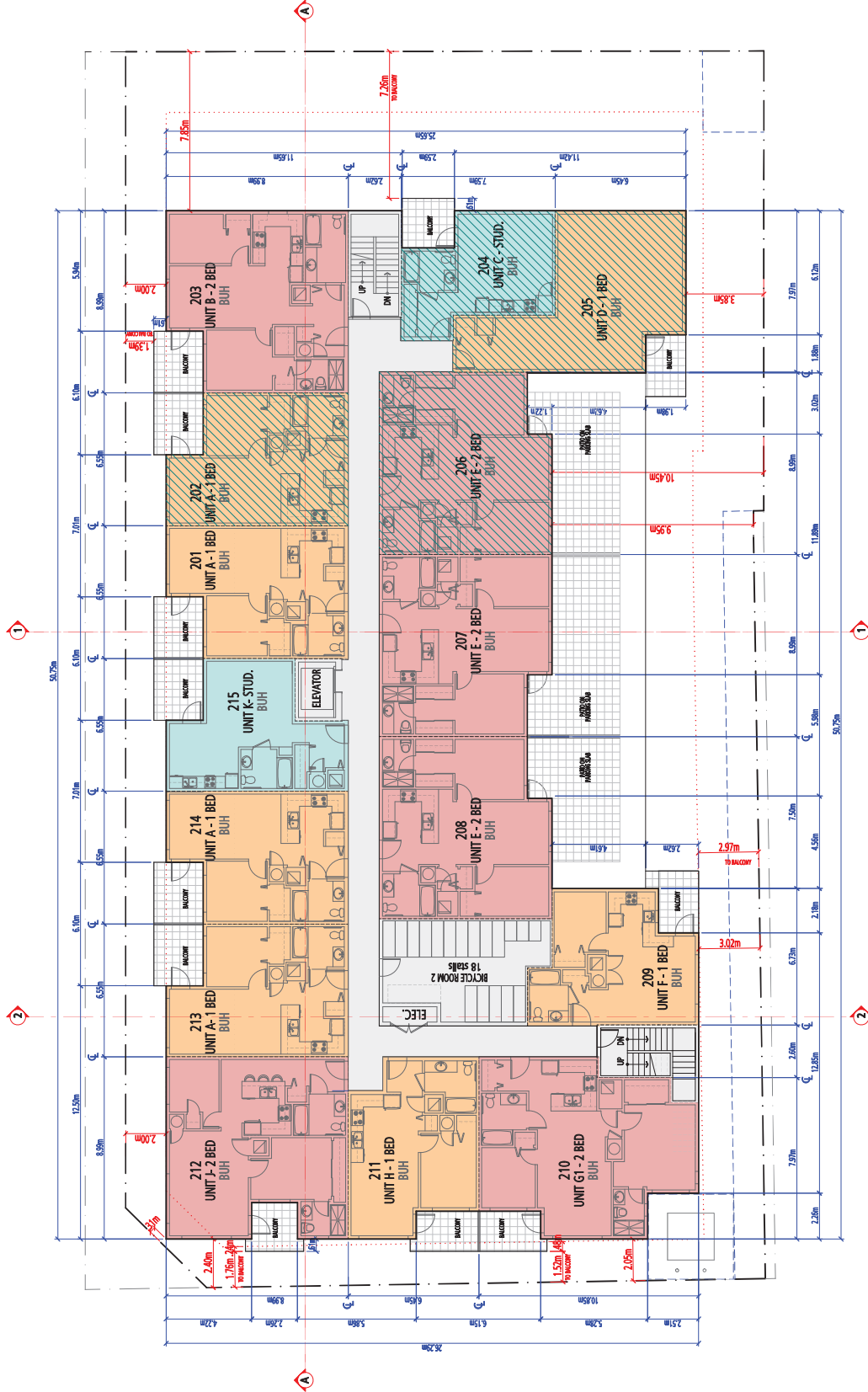
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

**9040 Francis Road**  
FOR  
PARK DEVELOPMENTS

R2 24-011883  
March 31, 2025

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8  
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UNIT MIX		
	BACHELOR	2
	1 BEDROOM	7
	2 BEDROOM	6
	TOTAL	15
	MAR UNIT	2



# FLOOR PLAN LEVEL 3

1/8" = 1'-0"



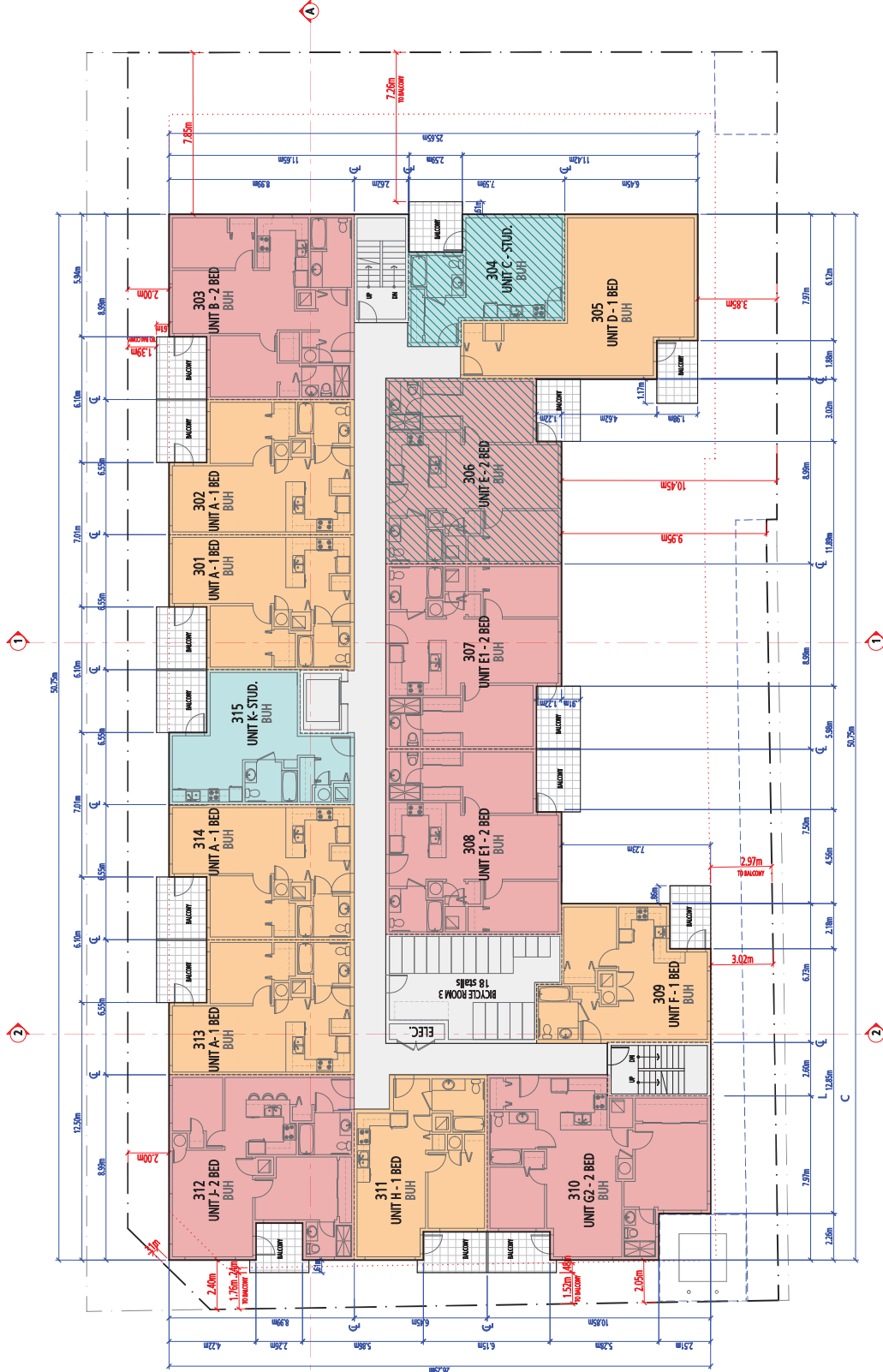
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


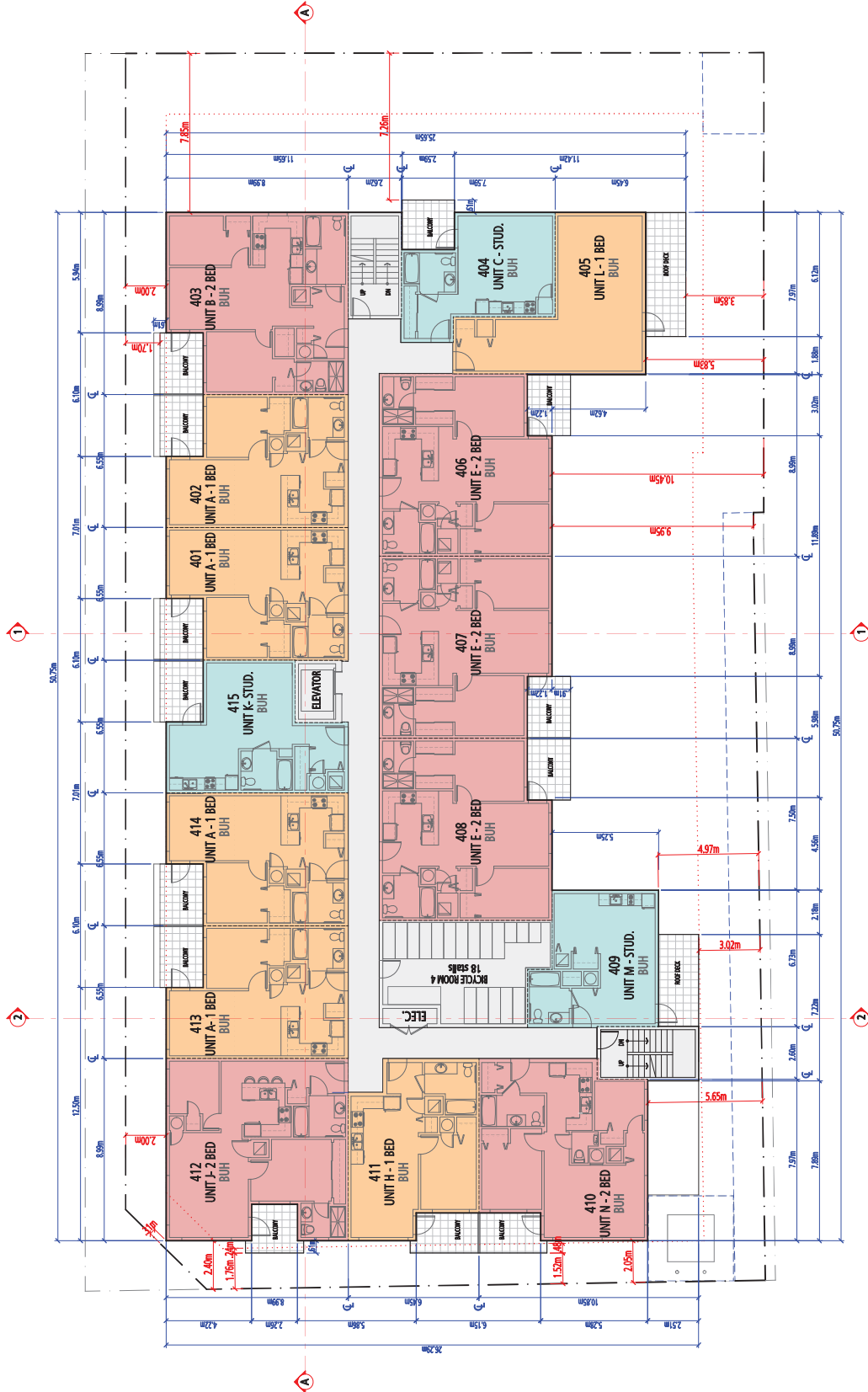
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800-763-2897  
800-763-2897  
800-763-2897



UNIT MIX		
	BACHELOR	3
	1 BEDROOM	6
	2 BEDROOM	6
TOTAL		15



# FLOOR PLAN LEVEL 4

1/8" = 1'-0"

0 4' 12' 24'




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Vancouver, BC V5T 4L6  
fougerearchitects.ca

UNIT MIX		
	BACHELOR	3
	1 BEDROOM	6
	2 BEDROOM	6
TOTAL		15



# FLOOR PLAN LEVEL 5

1/8" = 1'-0"



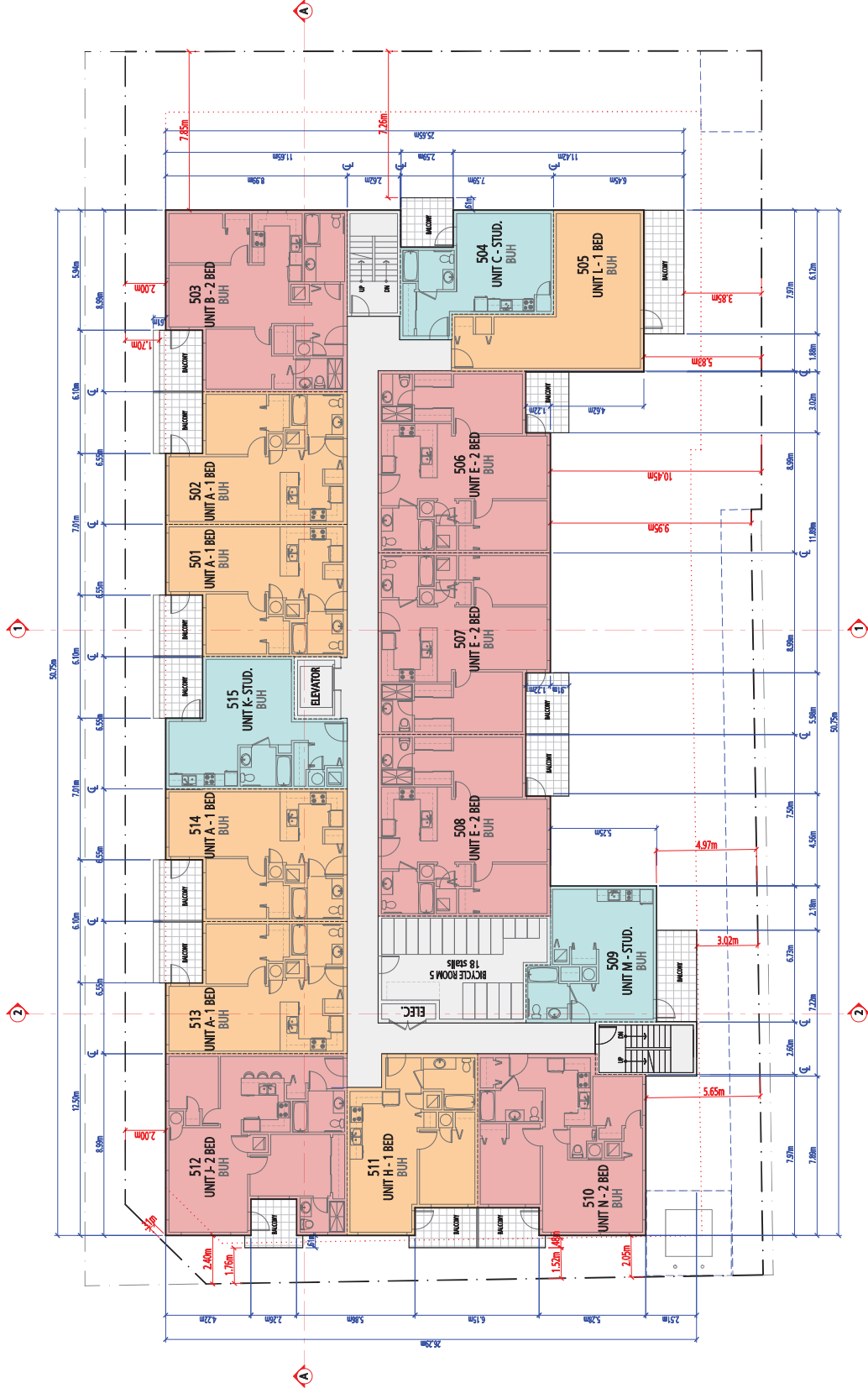
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# FLOOR PLAN ROOF

1/8" = 1'-0"



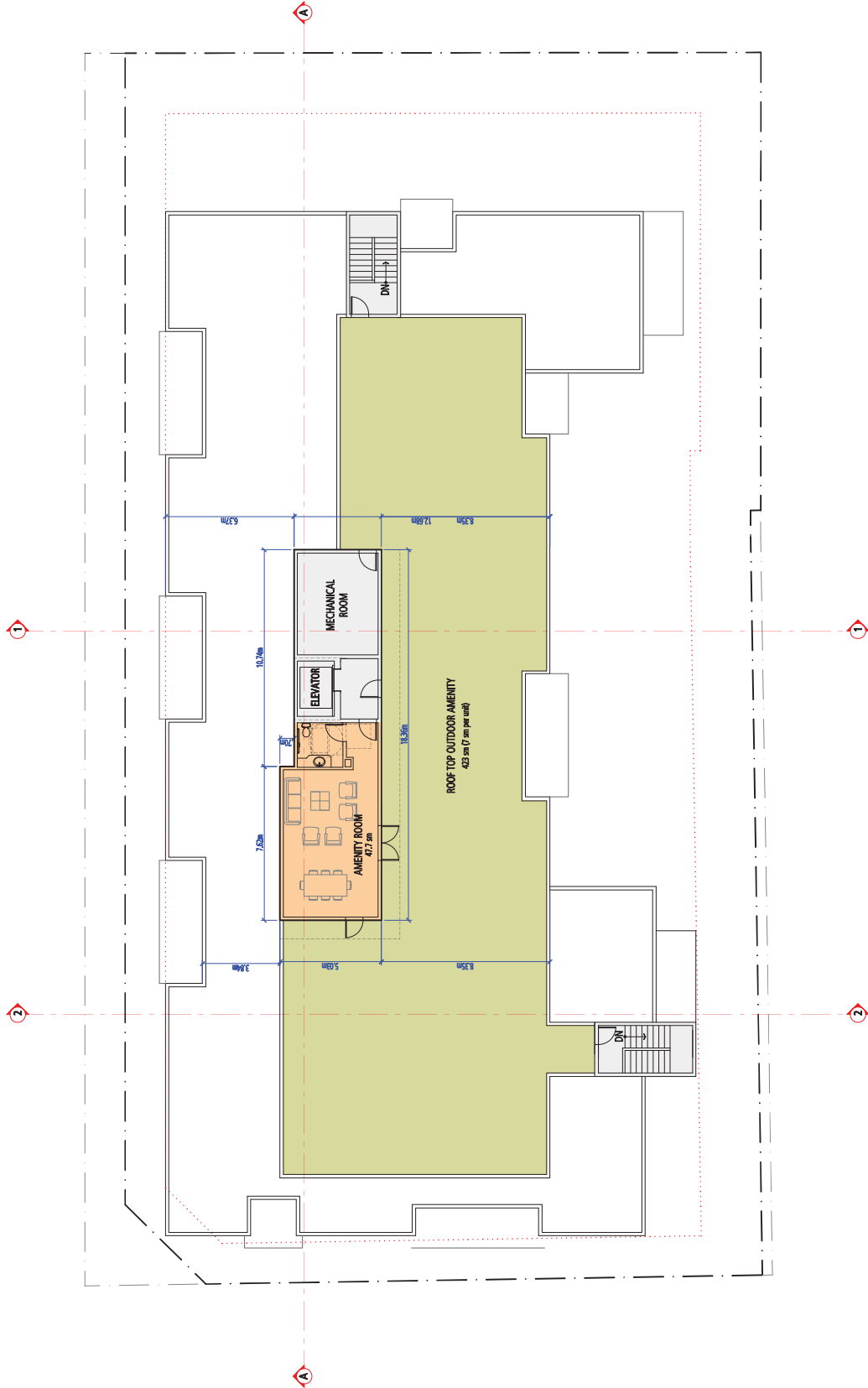
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NORTH ELEVATION



WEST ELEVATION

**ELEVATIONS**  
NORTH AND WEST

1/8" = 1'-0"

0 4 12 24'

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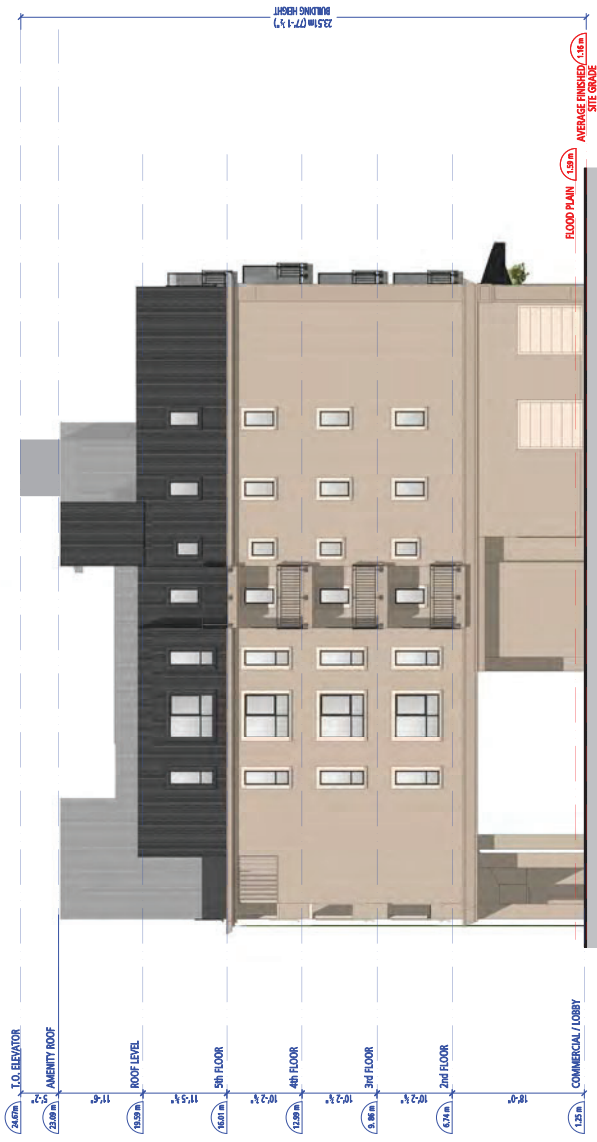
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SOUTH ELEVATION



EAST ELEVATION

ELEVATIONS  
SOUTH AND EAST  
1/8" = 1'-0"  
0 4' 12' 24'

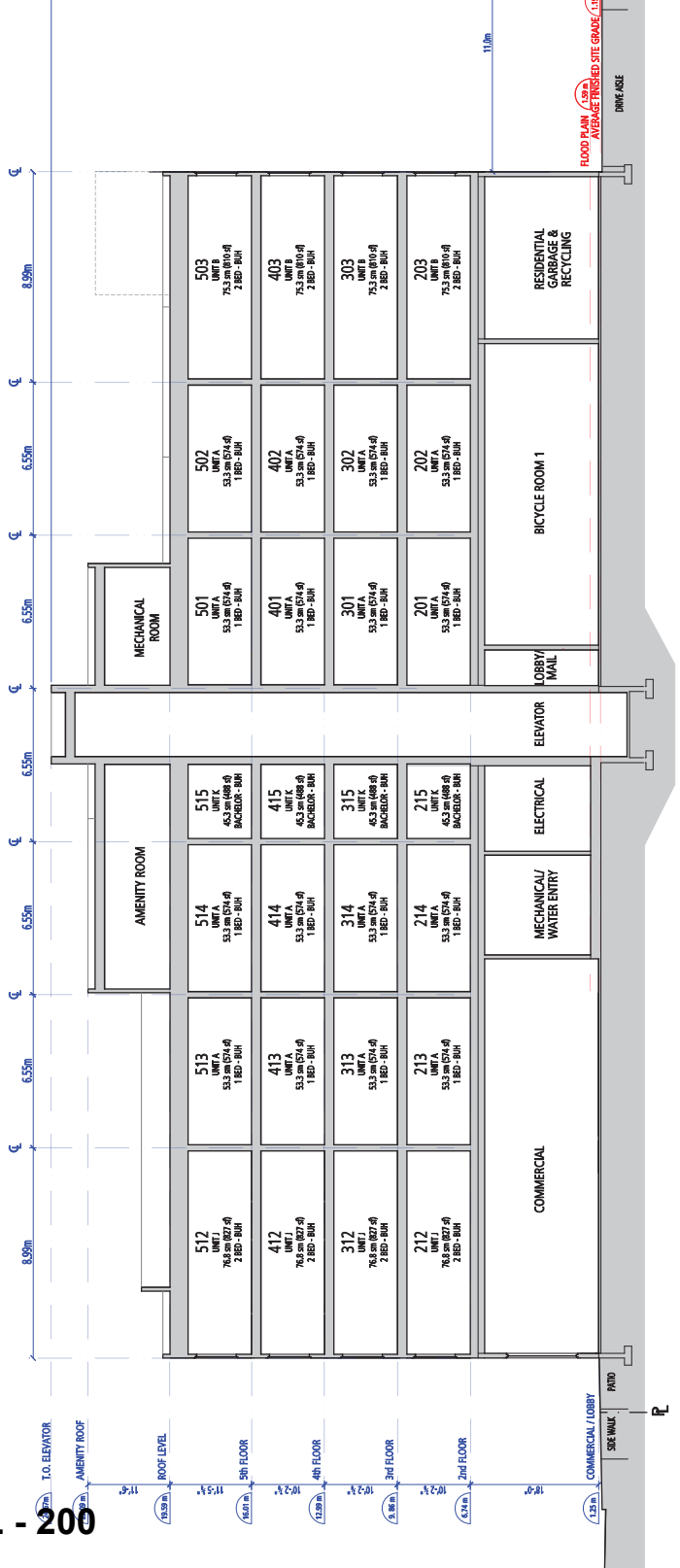
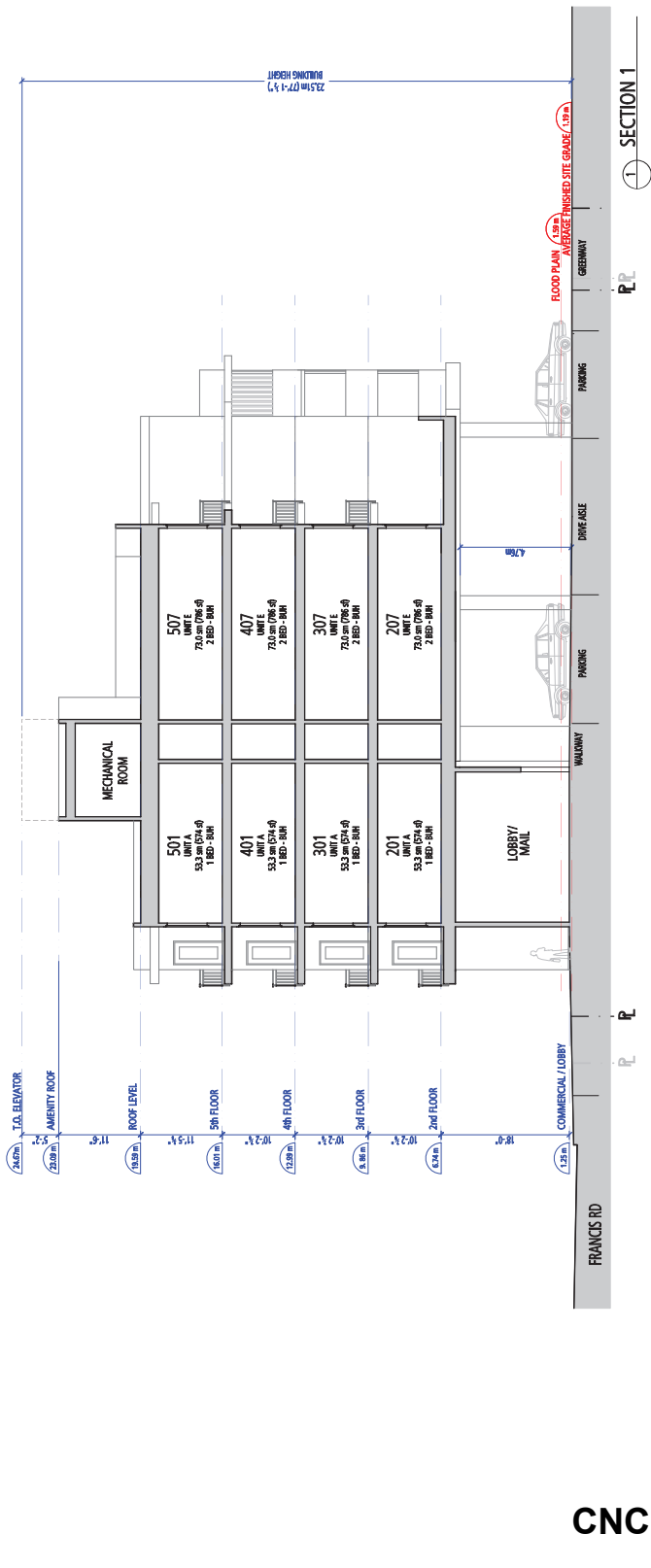
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187 4th  
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SECTIONS

1/8" = 1'-0"

0 4' 12' 24'

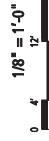
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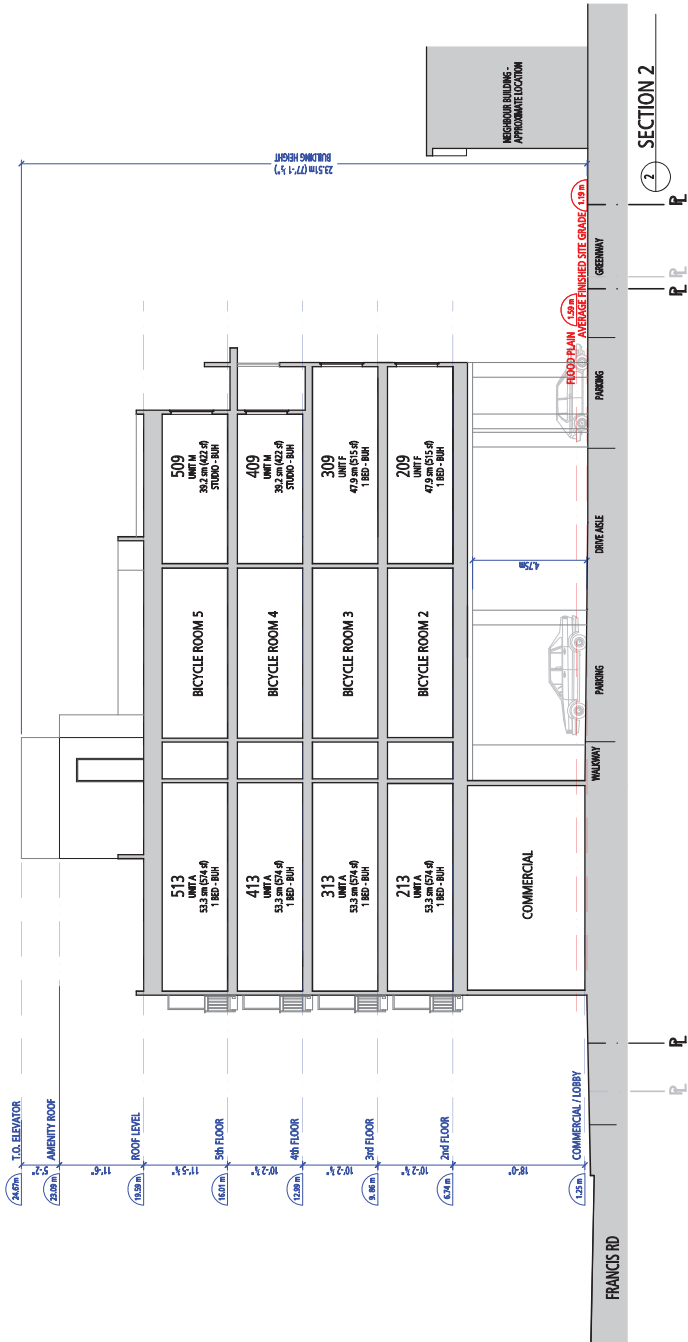


**9040 Francis Road**  
for  
**PARK DEVELOPMENTS**

RZ 24-011883  
March 14, 2025



20





# SHADOW ANALYSIS

SCALE 1 : 1000  
0 10m 20m 50m

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## PERSPECTIVES

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for  
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March 14, 2025







VIEW 3 NORTH-EAST



VIEW 4 NORTH-COFFEE SHOP

## PRESPECTIVES

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R2 24-011883  
March 14, 2025

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604.373.3897  
fougerearch.ca



<h3>FENCE LEGEND</h3> <table border="1"> <tr> <td> <p>FINISH</p> <p>W-16 FINISH</p> </td> <td> <p>W-16 FINISH</p> </td> </tr> </table>		<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>
<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>		
<h3>LIGHTING LEGEND</h3> <table border="1"> <tr> <td> <p>FINISH</p> <p>W-16 FINISH</p> </td> <td> <p>W-16 FINISH</p> </td> </tr> </table>		<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>
<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>		
<h3>HARDSCAPE LEGEND</h3> <table border="1"> <tr> <td> <p>FINISH</p> <p>W-16 FINISH</p> </td> <td> <p>W-16 FINISH</p> </td> </tr> </table>		<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>
<p>FINISH</p> <p>W-16 FINISH</p>	<p>W-16 FINISH</p>		

[illegible]

**NOTE:**  
- PROVIDE DESIGNED BUILD HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM TO I.A.B.C. STANDARDS TO ALL SOFT LANDSCAPE AREAS, SUCH AS MUNICIPIO OF CHICOMIL, AND RESIDENTIAL AREAS, AS WELL AS AGRICULTURE AND RURAL AREAS.

PLANT SCHEDULE - STREET TREE				COMMON NAME	TYPE AND LOCATION BY CITY	TOTAL LIMIT TO 848	PLANTED PER YEAR	PLANTED PER YEAR	PLANTED PER YEAR
TREE									
1	STREET TREE								
2	STREET TREE								
3	STREET TREE								
4	STREET TREE								
5	STREET TREE								
NOTES: PLANTS ARE TO BE PLANTED ACCORDING TO THE SCALING AND SPACING AND CANOPY SHAPE OF A STREET. LATERAL DUTCH PRUNING SHALL BE USED TO MAINTAIN THE PLANT'S SHAPE AND CANOPY. PLANTS SHALL BE PLANTED IN THE PLANTING PIT AND SHALL BE PLANTED IN THE PLANTING PIT. PLANTS SHALL BE PLANTED IN THE PLANTING									

PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE

DRAWING TITLE:  
**LANDSCAPE PLAN  
GROUNDFLOOR**

DATE: February 02, 2025  
SCALE: 1/16"=1'-0"

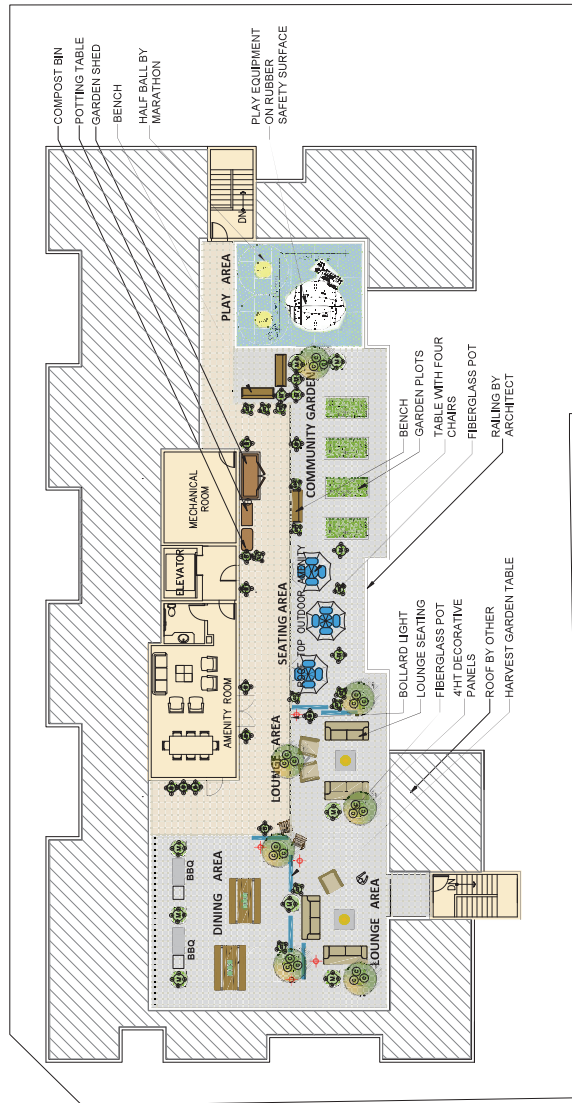
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06-08-2007





















## CNCL - 206

**HARDSCAPE LEGEND**

- 2'x2' CONCRETE FORMPRESSED SLAB, INSTALL PER MANUFACTURER SPECIFICATIONS
- MARATHON SURFACES
- 2'x2' RUBBER TILES

LIGHTING LEGEND	
SYMBOL	STYLE
	BOLLARD 20" H.T.
	UTPCHKA WAZEN - LED BOLLARD

ALL FURNITURE TO BE SURFACE MOUNTED  
AS PER MANUFACTURER'S SPECIFICATIONS.

FURNITURE LEGEND	 <p>OAKLAND GARDEN SHED BED</p>	 <p>GARDEN PALLETS BY DIFFERENCE PLOT CANOPY, 100% FSC- PLOT CANOPY, 100% FSC</p>
 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES GARDEN TABLE BY LIFESPACE 100% COUNTRY WOOD</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>
 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>
 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>
 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>	 <p>HAUGES OUTDOOR LOUNGE EAST NORWICH GRASS SHARPEN COLOR</p>

PLANT SCHEDULE - ROOFTOP						COMMON NAME	PLANTED BY	DATE PLANTED	DATE PLANTED	PLANT
DATE	TIME									
7	7:00 AM	4-24 PLANT KENTUCKY BLUE BELL	JAPANESE MOSS	1500 FT. DIA.						
8	8:00 AM	1-1 BULB MOUNTAIN WHITE LAMP	UTTI-ELEAF	40 FT. DIA.						
9	9:00 AM	1-1 CANY COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
10	10:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
11	11:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
12	12:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
13	1:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
14	2:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
15	3:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
16	4:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
17	5:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
18	6:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
19	7:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
20	8:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
21	9:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
22	10:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
23	11:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
24	12:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
25	1:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
26	2:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
27	3:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
28	4:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
29	5:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
30	6:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
31	7:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
32	8:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
33	9:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
34	10:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
35	11:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
36	12:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
37	1:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
38	2:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
39	3:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
40	4:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
41	5:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
42	6:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
43	7:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
44	8:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
45	9:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
46	10:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
47	11:00 PM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
48	12:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
49	1:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
50	2:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
51	3:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						
52	4:00 AM	1-1 BIRCH COLUMBIA BIRCH	4-24 PLANT KENTUCKY BLUE BELL	1500 FT. DIA.						

NOTE:  
- PROVIDE DESIGNED BUILD HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM TO ILLA.B.C. STANDARDS TO ALL SOFT LANDSCAPE AREAS.  
- SHOP DRAWINGS TO BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



TABLE OF CONTENTS

2	DATA SHEET
3	CONTEXT PLAN
4	SITE PLAN
5	PROPOSED ACCESS PLAN
6	FIRE ACCESS PLAN
7-12	FLOOR PLANS
13	PAVEMENT PLAN
14-16	SECTION ELEVATIONS
17-18	SECTION ELEVATIONS
19-20	SECTION ELEVATIONS
21	WASTE MANAGEMENT PLAN
22	SHADOW STUDY
23-25	PERSPECTIVES



PLN - 41  
CNCL - 208

THIS DOCUMENT HAS BEEN REVIEWED AND  
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ARE REQUIRED FOR THIS DOCUMENT TO BE  
CERTIFIED ELECTRONICALLY SENT TO YOU.



9040 Francis Road  
FOR  
PARK DEVELOPMENTS

RZ 24-011883  
March 31, 2025

**Attachment 3**  
**FOUQE** architect  
202-2425 Quebec Street  
Vancouver, BC V5T 4L6

PROJECT TEAM

**CLIENT**  
PARK DEVELOPMENT GROUP LTD.  
Contact: [August Kocher](#)  
[personal information released](#)

**ARCHITECT**  
FOUQE ARCHITECTURE INC.  
202-2425 Quebec Street  
Vancouver, BC V5T 4L6  
Contact: [Wesley Gagnier](#)  
[personal information released](#)

**LANDSCAPE**  
VAN DER ZAND & ASSOCIATES  
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Vancouver, BC V5T 3J7  
Contact: [Tara Smith](#)  
[personal information released](#)

**ARCHITECT**  
ACL GROUP  
6086 205 St #125  
Langley, BC V2Y 3S1  
Contact: [Katie Leckie](#)  
[personal information released](#)

**CIVIL ENGINEER**  
H.V. ENGINEERING  
6020 - 9128 152 Street  
Surrey, BC V3R 4E7  
Contact: [John Van der Meer](#)  
[personal information released](#)

**SURVEYOR**  
TARGET LAND SURVEYING  
C120 - 20178 86 Ave.  
Langley, BC V1M 0B2  
Contact: [Adam Langley](#)  
[personal information released](#)





# City of Richmond

## Development Application Data Sheet

Development Applications Department

**RZ 24-011883**

Address: 9040 Francis Road

Applicant: Fougere Architecture Inc.

Planning Area(s): Broadmoor

	Existing	Proposed
<b>Owner:</b>	N & Z Futures Ltd.	No Change
<b>Site Size (m<sup>2</sup>):</b>	2,049 m <sup>2</sup>	1,900 m <sup>2</sup> (after land dedications)
<b>Land Uses:</b>	Commercial	Mixed-use commercial / residential
<b>OCP Designation:</b>	Commercial (COM)	Limited Mixed Use (LMU)
<b>Zoning:</b>	Neighbourhood Commercial (CN)	Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)
<b>Number of Units:</b>	2 commercial units	1 commercial unit & 60 rental housing units

	Required	Proposed	Variance
Floor Area Ratio:	Max. 2.16	2.16	None Permitted
Lot Coverage (% of lot area):	Max. 70%	67.4%	None
Lot Size:	Min. 1,700 m <sup>2</sup>	1,900 m <sup>2</sup>	None
Setbacks:	North (Francis Rd): Min. 2.0 m West (Garden City Rd): Min. 2.0 m South: Min. 2.9 m East: Min. 7.5 m	North (Francis Rd): 2.0 m West (Garden City Rd): 2.0 m South: 2.97 m East: 7.8 m	None
Building Height:	Max. 24.5 m	23.51 m	None
Off-street Parking Spaces:	Min. 29 (residential) Min. 6 (shared residential visitor / non-residential)	29 (residential) 6 (shared residential visitor / non-residential)	None
Total:	35	35	None
Accessible (included as part of total parking):	Min. 1 (residential) Min. 1 (non-residential)	1 (residential) 1 (non-residential)	None
Car share / small size loading:	Min. 1 (shared) (TDM)	1 (shared)	None
Bicycle Parking – Class 1	Min. 104 (residential) (TDM) Min. 1 (non-residential)	104 (residential) 1 (non-residential)	None
Bicycle Parking – Class 2	Min. 12 (residential) Min. 6 (non-residential) (TDM)	12 (residential) 6 (non-residential)	None
Amenity Space – Indoor:	Min. 100 m <sup>2</sup> or cash-in-lieu	47.4 m <sup>2</sup> (supplemented with additional outdoor amenity space and to be further reviewed at DP stage)	None
Amenity Space – Outdoor:	360 m <sup>2</sup>	423 m <sup>2</sup>	None

April 30, 2025

**RE: Non-Profit Tenant @ 9040 Francis (RZ 24-011883)**

Dear City of Richmond (Planning & Development),

Currently, at one of PARKR's upcoming rental projects in the City of Richmond we have a Non-Profit tenant. Given the city's *Non-Profit Organization Replacement and Accommodation Policy (5051)* we have taken the following steps in conjunction with this policy:

- PARKR has signed a re-negotiated lease agreement with the owner which allows for the tenant to pay 44% of the lease payment as a tax receipt that is below the market rate. This renegotiation was triggered by the tenants as a result of the subject rezoning application, which was heavily considered when designing the lease agreement.
  - PARKR will provide 6 months' demolition clause notice for the NPO (in conjunction with *Policy 5051*)
- PARKR has already engaged a licensed realtor to assist the tenants in securing a new space for the business
- PARKR will not be offering the NPO replacement space at 50% of market rates in perpetuity as it does not align with the current rezoning application due to the nature of the business being incompatible with the constraints and context of this site.

This concludes PARKR's implementation of *Policy 5051*.

Regards,  
Parkr Development Group.



**Aaryan Kochhar**  
**Managing Partner**

**Huang,Dilys**

---

**From:** Lussier, Cynthia  
**Sent:** Thursday, November 14, 2024 1:07 PM  
**To:** 'richardlishiqi@gmail.com'  
**Subject:** FW: Opposition to the proposed rezoning of the two houses at 9040/9080 Francis Road

Hi Richard,

Thank you for your correspondence of July 17<sup>th</sup> about the rezoning application at 9040/9080 Francis Road (below). My apologies for the delay in providing a response as I've been caught up with many applications the past few months.

The rezoning application at 9040-9080 Francis Road is currently being reviewed. As part of the rezoning application review process, the proposal is reviewed for consistency with the City planning policies and urban design guidelines, and the implications of the proposal on the existing transportation network and servicing infrastructure are reviewed and any required revisions and upgrades to be undertaken by the applicant to support the proposal are identified.

The concerns raised in your email will be summarized in the Staff Report that is ultimately presented to City Council when the application moves forward for consideration, and a copy of your email will be included as an attachment to the Staff Report. Should City Council grant first reading to the bylaw associated with the rezoning application, notices will appear in online news sources and a formal notice will be sent to residents of properties located within 100 m of the site prior to a Public Hearing, at which time additional opportunity to provide feedback will be available. The outcome of the rezoning application process is at the discretion of City Council with consideration of existing City policies and the feedback provided by the public.

If you have any additional comments or questions, or wish to meet with me to view the current drawings associated with the development proposal, please contact me at 604-276-4108 or [clussier@richmond.ca](mailto:clussier@richmond.ca).

Cynthia Lussier  
*Planner 2*  
 Development Applications Department  
 City of Richmond  
 Tel. 604-276-4108  
 Email: [clussier@richmond.ca](mailto:clussier@richmond.ca)  
[www.richmond.ca](http://www.richmond.ca)

---

**From:** DevApps <DevApps@richmond.ca>  
**Sent:** July 17, 2024 8:43 AM  
**To:** Lussier, Cynthia <CLussier@richmond.ca>  
**Cc:** DevApps <DevApps@richmond.ca>  
**Subject:** FW: Opposition to the proposed rezoning of the two houses at 9040/9080 Francis Road

---

**From:** Richard Li <[richardlishiqi@gmail.com](mailto:richardlishiqi@gmail.com)>  
**Sent:** July 17, 2024 8:39 AM  
**To:** DevApps <[DevApps@richmond.ca](mailto:DevApps@richmond.ca)>  
**Subject:** Opposition to the proposed rezoning of the two houses at 9040/9080 Francis 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 to express my strong opposition to the proposed rezoning of the two houses located at 9040/9080 Francis Road to accommodate a 60-unit residential building. As a resident of this community, I have several significant concerns regarding this development.

Firstly, the current infrastructure, particularly our schools, is already stretched to its limits. Introducing a large influx of new residents would exacerbate the overcrowding issues our schools are currently facing. Our children deserve an environment where they can learn and thrive, but with the additional pressure on educational facilities, the quality of education will inevitably suffer.

Secondly, parking in our neighborhood is already a challenge. The proposed 60-unit building would drastically increase the number of vehicles, leading to severe parking shortages and increased traffic congestion. This not only affects the convenience and quality of life for existing residents but also raises safety concerns, especially for pedestrians and children.

Additionally, our local hospital and healthcare facilities are not equipped to handle a sudden spike in population. The increased demand for medical services could overwhelm these facilities, leading to longer wait times and reduced access to care for all residents. In emergencies, timely medical attention is crucial, and overburdened healthcare services could have dire consequences.

Moreover, the construction of a tall building in a predominantly residential area of single-family homes significantly impacts the privacy and character of our neighborhood. Many residents have expressed discomfort with the idea of having a large, imposing structure overshadowing their homes and invading their personal space. This change would alter the community's aesthetic and could lead to a decline in property values.

In conclusion, while I understand the need for development and growth, it is crucial to consider the capacity of our current infrastructure and the well-being of existing residents. I urge you to reconsider this rezoning proposal and seek alternative solutions that do not compromise the quality of life in our neighborhood.

Thank you for your attention to this matter. I look forward to your thoughtful consideration and response.

Sincerely,

**Richard Li**  
P:587-966-6673



## Huang,Dilys

---

**From:** Roy Oostergo <roostergo@gmail.com>  
**Sent:** Monday, July 8, 2024 4:25 PM  
**To:** Lussier, Cynthia  
**Subject:** Re: Rezoning application 2024 011883 000 00 RZ

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

Hi Cynthia, no worries at all and thanks very much for sending this again. I could read the PDF document just fine this time.

Can you kindly attach my comments below to the file, or direct me elsewhere to whom I can submit my thoughts.

Re: Rezoning application 2024 011883 000 00 RZ July 8, 2024

Thank you for the opportunity to review the proponent's submission for the above noted file. I appreciate this is early days in the concept and prospective rezoning process but wish to add my comments. While I currently reside in the London Landing area, the neighbourhood in behind the site was our family neighbourhood for 25 years. The corner store which predated the RAPS store was our children's go-to for treats and ours for the occasional necessity so I feel that I know the site well.

The concept plan as proposed is vastly out of proportion with the current neighbourhood - both the historical context of the originally built single family homes and townhouses, and the context of what is currently happening by way of renewal in this master block. That current renewal includes larger homes with additional lot coverage, and higher density townhouses on the larger perimeter roads.

I cannot fathom that such height and density would be considered for what we always considered to be a primarily single family area. The surrounding corners, streets and neighbourhoods all exist in this current context of single family homes. While I understand and would encourage further townhome densification on Garden City and Francis Roads, as is currently taking place, the proposed building form does not belong on this corner.

I would also like to acknowledge that while it is a laudable proposal in terms of providing more rental stock, the laughably smaller units will not provide appropriate, livable space for people seeking to find home and shelter in our city, in my opinion. Please do not approve this proposal in its current form.

With thanks  
Roy Oostergo  
503-6168 London Road (formerly 9391 Glenbrook Drive) Richmond  
604-275-0276

> On Jul 8, 2024, at 4:02 PM, Lussier, Cynthia <CLussier@richmond.ca> wrote:

>

> Hi Roy - my apologies - I will re-send you my earlier email under separate cover with the attachment saved as a pdf version.

>

>  
> Cynthia Lussier  
> Planner 2  
> Development Applications Department  
> City of Richmond  
> Tel: 604-276-4108  
> Email: clussier@richmond.ca  
> www.richmond.ca  
>  
>  
>  
>  
> -----Original Message-----  
> From: Roy Oostergo <roostergo@gmail.com>  
> Sent: July 8, 2024 11:11 AM  
> To: Lussier, Cynthia <CLussier@richmond.ca>  
> Subject: Re: Rezoning application 2024 011883 000 00 RZ  
>  
>  
> City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe.  
>  
>  
>  
> Hi Cynthia, thanks kindly for your reply. However I cannot open the .DRF extension file with any converter I have tried. Can you please send me a copy in a readable format such as PDF or JPG? When I do try to do it online, it produces an error and no readable file.  
>  
> Thanks  
> Roy  
>  
>> On Jul 8, 2024, at 9:46 AM, Lussier, Cynthia <CLussier@richmond.ca> wrote:  
>>  
>> Hi Roy,  
>> Thank you for your email. The Rezoning Application at 9040 Francis Rd is for a mixed-use development containing commercial space on the ground floor and 60 rental housing units above the ground floor.  
>>  
>> I have attached a copy of the original plans submitted by the applicant, however this will change over the course of the application review process.  
>>  
>> Please let me know if you or your neighbours have any questions or would like to submit comments.  
>>  
>> Thanks,  
>> Cynthia Lussier  
>> Planner 2  
>> Development Applications Department  
>> City of Richmond  
>> Tel: 604-276-4108  
>> Email: clussier@richmond.ca  
>> www.richmond.ca  
>>  
>>

>> -----Original Message-----

>> From: Roy Oostergo <roostergo@gmail.com>

>> Sent: July 4, 2024 10:50 AM

>> To: Lussier, Cynthia <CLussier@richmond.ca>

>> Subject: Rezoning application 2024 011883 000 00 RZ

>>

>>

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

>>

>>

>>

>> Hi Cynthia,

>>

>> I noticed the rezoning sign at 9040 Francis Rd yesterday and the above-noted rezoning application number. As a former long-time resident of that neighbourhood and with a number of friends still living in that area, I am curious to understand more about what has been proposed.

>>

>> I cannot find any online information other than an in-process spreadsheet containing this rezoning reference and your name as contact on the file. Can you kindly advise how I may review what is being proposed?

>>

>> Thanks

>> Roy Oostergo

>> Richmond BC

>> 604-275-0276

>> <CITYHALL-7649302.PDF.DRF>

>

## Huang,Dilys

---

**From:** Lussier, Cynthia  
**Sent:** Thursday, June 27, 2024 9:03 AM  
**To:** 'Rhonda Anne'  
**Subject:** RE: Rezoning Application - 9040 Francis Road (RZ 24-011883)

Hi Rhonda,

Thanks for your message below. Your concerns will be summarized in the Staff Report to Council when it goes forward and a copy of your email will be included as an attachment to the Report.

In addition to the sign posted on-site, if you are within 100 m of the site you will be receiving a formal notice of the rezoning application by mail in the coming weeks. There will also be an additional notice in the future sent to all those within 100 m if the application should progress to a Public Hearing.

Cynthia Lussier  
Planner 2  
Development Applications Department  
City of Richmond  
Tel: 604-276-4108  
Email: [clussier@richmond.ca](mailto:clussier@richmond.ca)  
[www.richmond.ca](http://www.richmond.ca)

---

**From:** Rhonda Anne <[rhonda.anne@live.com](mailto:rhonda.anne@live.com)>  
**Sent:** June 26, 2024 7:35 PM  
**To:** Lussier, Cynthia <[CLussier@richmond.ca](mailto:CLussier@richmond.ca)>  
**Subject:** Re: Rezoning Application - 9040 Francis Road (RZ 24-011883)

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

Hi Cynthia

Thanks for your email, and nice to finally chat with you.

*Here is my concern:*

Also mentioned in my voice mails I really think a development of this size, a five storey building with 60 residential units is way too much for our neighbourhood. We have been living and paying taxes on Francis Road since 1996.

I have noticed that the Mosaic Living Williams over at 8031 No. 3 at Williams Road which was recently built has only 33 units and is only a four storey building in a neighborhood that has had other apartment buildings in that same area since 1970s. So why is a building with twice as many units being proposed to be built in our neighbourhood which has been all residential with the exception of the commercial space that was Danny's Market and is now the RAPS Thrift Store and the church across the street from us since at least the 1970s. I would hope that this rezoning application gets amended to be more in line with the present building(s) in the surrounding area, ie. only 33 units. It came as quite a shock to us as

residents who have been living here for many years to find out about the rezoning in our neighborhood by the posting of an orange sign being displayed at the proposal site. Although, we will be glad to say “good riddance” to the junky RAPS Thrift Store, and all it’s unwanted stuff that people seem to drop-off in the middle of the night. I am opposed to this rezoning application at its current proposed number of units in my neighbourhood.

*And yes, please pass my concerns, thanks.*

Have a great Canada Day weekend!

Warm regards,  
Rhonda C.

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---

**From:** Lussier, Cynthia <[CLussier@richmond.ca](mailto:CLussier@richmond.ca)>  
**Sent:** Wednesday, June 26, 2024 10:43:47 a.m.  
**To:** 'rhonda.anne@live.com' <[rhonda.anne@live.com](mailto:rhonda.anne@live.com)>  
**Subject:** Rezoning Application - 9040 Francis Road (RZ 24-011883)

Hi Ronda,

Further to our phone tag a few weeks ago, I’ve finally had a chance to catch my breath to email you some information about the proposal at 9040 Francis Road.

The proposal is for a mixed-use development containing commercial uses on the ground floor and 60 rental housing units above the ground floor for a total of 5 stories. The proposed use is consistent with the City’s policies to encourage the development of new purpose-built market rental housing in the City.

The application is currently being reviewed and the ultimate site plan and design will change a bit over the course of the review process to address City staff comments.

There are road and servicing improvements required with the proposed redevelopment, which are to include without limitation dedication of land to the City to accommodate upgrades such as treed/grass boulevards and sidewalks at the applicant’s cost.

I’ve attached the first submission of the proposal, which is still being reviewed and will result in revisions.

If you have concerns and would like to submit formal comments that would be summarized and attached in a report to City Council, you can email me directly. And if you would like to speak by phone, please give me a call.

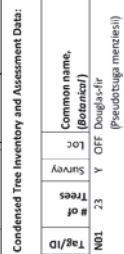
Thanks,  
Cynthia Lussier  
*Planner 2*  
Development Applications Department  
City of Richmond  
Tel: 604-276-4108  
Email: [clussier@richmond.ca](mailto:clussier@richmond.ca)  
<http://www.richmond.ca>



## OCP Consultation Summary

Staff have reviewed the proposed Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, with respect to the *Local Government Act* and the City's OCP Consultation Policy No. 5043 requirements, and determined that this report does not require referral to external stakeholders. The table below clarifies this recommendation as it relates to the proposed OCP amendment.

Stakeholder	Referral Comment (No Referral necessary)
Agricultural Land Commission (ALC)	No referral is necessary as the Agricultural Land Reserve is not affected.
Richmond School District No. 38	No referral is necessary as the proposed development involves 60 multiple-family housing units. According to OCP Bylaw Preparation Consultation Policy 5043, which was adopted by City Council and agreed to by the School District, development applications proposing less than 150 multiple-family units above what the current OCP allows for do not need to be referred to the School District. City Staff provide regular updates to the School District on development activities.
The Board of Metro Vancouver	No referral is necessary as the Regional District is not affected.
The Councils of adjacent Municipalities	No referral is necessary as adjacent municipalities are not affected.
First Nations (e.g., Sto:lo, Tsawwassen, Musqueam)	No referral is necessary as First Nations are not affected.
TransLink	No referral is necessary as no transportation road network changes are proposed.
Port Authorities (Vancouver Port Authority and Steveston Harbour Authority)	No referral is necessary as the Port is not affected.
Vancouver International Airport Authority (VIAA) (Federal Government Agency)	No referral is necessary as the proposed amendments do not affect Transport Canada's maximum permitted building height or the OCP Aircraft Noise Sensitive Development Policy.
Vancouver Coastal Health Authority	No referral is necessary as the Health Authority is not affected.
Community Groups and Neighbours	No referral necessary, but the public will have an opportunity to comment on the proposed development at a Public Hearing.
All relevant Federal and Provincial Government Agencies	No referral is necessary because Federal and Provincial Government Agencies are not affected.



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### SHARING USE AND COORDINATION:

The drawing relies on information and drawings supplied by the client or third consultants (i.e., surveyor, engineer, architect or other design professionals) to accurately locate and dimension all the structures. All three protection measures specified herein should be included and coordinated in the design for the project, including but not limited to: structural, landscape, civil and geo-technical. It is the responsibility of each design professional to understand and coordinate with the other design professionals on the project team to ensure that all design professionals and/or the client should bring those to the attention of the project architect from this office to review and resolve.

Tendering and contract for the site preparation, land clearing, civil work and/or construction should include specification for the protection measures to be implemented as per this drawing and any reference documents, specifications, standards, codes and regulations. Any changes that the municipality requests should be brought to the attention of the project architect from this office to review and resolve.

Some existing trees may not be shown on this drawing (i.e., understory or below exempt trees, or grouped trees). It is the responsibility of the contractor to identify and protect all trees on the site, including but not limited to all trees on the site that are not removed.

Only the trees shown to be retained and protected are to remain on site, unless otherwise directed by the owner.

Trunks and stumps to be removed from within the tree protection zone (including GZ, RPT and WSZ) are to be removed as directed with one day supervision from the contractor from this office.

Shrubbery and trees to be removed from within the tree protection zone, at the discretion of an arborist from this office, shall have one removal in proximity of retained trees or power lines may require assistance from a qualified professional, such as, but not limited to:

- o Stumped Arborist (tree removal, logging, pruning and other tree service work) working to ANSI A300 and ANSI Z133
- o Certified Utility Arborist (tree removal, pruning and other tree service work) working to ANSI A300 and ANSI Z133 Standards and Best Management Practices and following BCB Hydro policies and procedures.

[illegible]

**FOR DP APPLICATION PURPOSES - NOT FOR CONSTRUCTION**

**PRESCRIPTION FOR EXISTING TREES RELATED TO THE PROPOSED DEVELOPMENT**

**TREE RETENTION AND PROTECTION DETAIL - PROJECT DESIGN BASE**

**APPENDIX C: TREE MANAGEMENT DRAWING**



**Address:** 9040 Francis Road

**File No.:** RZ 24-011883

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, the developer is required to complete the following:**

1. **(OCP Amendment Adoption)** Final Adoption of OCP Amendment Bylaw 10649.
2. **(Development Permit)** The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director, Development.
3. **(Fees – Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City’s Consolidated Fees Bylaw No 8636, as amended.
4. **(Road Dedication)** Land dedications to accommodate required road cross-section, site corner visibility, and walkway improvements. Subject to the developer providing a functional road plan and detailed design drawings to the satisfaction of the Director, Transportation, it is estimated that the following land dedications are required:
  - a) Approximately 2.0 m along the entire Francis Road frontage for future roadway widening;
  - b) A 4.0 m x 4.0 m corner cut at the intersection of Francis Road and Garden City Road;
  - c) Approximately 0.5 m along the westerly portion (the extent of the existing adjacent walkway) of the subject site’s south property line, to accommodate walkway improvements including a 0.5 m wide lighting strip with pedestrian lighting and a 3.0 m wide concrete pathway.
5. **(SRW)** Granting of an approximately 4.0 m x 2.0 m statutory right-of-way on-site and in close proximity to the Garden City Road and Francis Road intersection for the purposes of utilities and public rights-of-passage to accommodate traffic signal and UPS cabinets. Limited aerial encroachments are permitted for overhead canopies and architectural elements to the satisfaction of the Director, Transportation. Any works essential for public access within the required statutory right-of-way (SRW) are to be included in the Servicing Agreement (SA) and the maintenance and liability responsibility is to be clearly noted. The design must be prepared in accordance with City specifications and standards and the construction of the works will be inspected by the City concurrently with all other SA related works.
6. **(Flood Indemnity Covenant)** Registration of a flood indemnity covenant on Title (Area A).
7. **(Interior Noise – Residential)** Registration of a legal agreement on Title identifying that the proposed development must be designed and constructed in a manner that mitigates potential commercial and traffic noise to the proposed dwelling units. Dwelling units must be designed and constructed to achieve:
  - a) CMHC guidelines for interior noise levels as indicated in the chart below:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

- b) the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard for interior living spaces.
8. **(Noise – Commercial)** Registration of a legal agreement on Title that identifies the building as a mixed-use building and within 30 m of any residential use, indicating that it is required to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City’s Noise Bylaw and noise generated from rooftop mechanical/HVAC unit operation will comply with the City’s Noise Bylaw.

9. **(Market Rental Units)** Registration of a Housing Covenant to secure the provision of market rental housing, to the satisfaction of the City. The terms of the covenant shall indicate that they apply in perpetuity and shall include, but are not limited to, the following requirements:

- a) The residential use is restricted to residential rental tenure.
- b) All market rental units shall be maintained under single ownership (e.g., within one air space parcel or one strata lot, or legal agreement to the satisfaction of the Director, Development; subdivision of individual market rental units is prohibited).
- c) The imposition of any age-based restrictions on occupants of any market rental housing unit is prohibited.
- d) 100% of units shall be designed to meet the Basic Universal Housing (BUH) features listed in Richmond Zoning Bylaw 8500.
- e) Occupants of the market rental units shall enjoy full and unlimited access to and use of all common indoor areas and common outdoor amenity spaces provided on the lot for the residential use.
- f) No more than prevailing market rent will be charged, and the following unit mix will be provided:

Unit Type	Number of Units <sup>(1)</sup>	Percentage of Units <sup>(1)</sup>
Studio	8	14.8%
One-bedroom	24	44.4%
Two-bedroom	22	40.7%
<b>Total</b>	<b>54</b>	<b>100%</b>

<sup>(1)</sup> Unit mix in the above table may be adjusted to the satisfaction of the City through the Development Permit process subject to approximately 40% of units or greater being family-friendly (two or more bedroom) units.

10. **(Moderate Market Rental Units)** The City's acceptance of the developer's offer to voluntarily contribute moderate market rental housing in the form of Moderate Market Rental (MMR) units, constructed to a turnkey level of finish at the sole cost of the develop, the terms of which voluntary contribution shall include, but will not be limited to, the registration of an MMR Housing Agreement and Housing Covenant to secure six (6) MMR units. The form of the MMR Housing Agreement and Housing Covenant shall be agreed to by the developer and the City prior to final adoption of the rezoning bylaw, after which time, only the Housing Covenant may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit (DP)\* and other non-material changes resulting thereof and made necessary by the DP\* approval requirements, as determined to the satisfaction of the Director of Development. The terms of the MMR Housing Agreement and Housing Covenant shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements:

- a) The residential use is restricted to residential rental tenure.
- b) The required minimum floor area within the Moderate Market Rental units shall be equal to a combined habitable floor area of at least 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>), excluding standard Floor Area Ratio (FAR) exemptions, for the provision of six (6) MMR units.
- c) All MMR units shall be maintained under single ownership (e.g., within one air space parcel or one strata lot, or legal agreement to the satisfaction of the Director of Development; subdivision of individual moderate market rental units is prohibited).
- d) The imposition of any age-based restrictions on occupants of any MMR unit is prohibited.
- e) 100% of units shall be designed to meet the Basic Universal Housing (BUH) features listed in Richmond Zoning Bylaw 8500.
- f) The developer shall, as generally indicated in the table below, ensure that the rental rates and occupant income restrictions for the MMR units are in accordance with the Housing Income Limits (HILs) rates and guidelines established by BC Housing, unless otherwise agreed to by the Director, Development and the Director, Housing, and achieve the project targets for unit mix and BUH standard compliance or as otherwise determined to the satisfaction of the Director of development through an approved DP\*:



Unit Type	Maximum Rent Charge <sup>(1)(2)</sup>	Total Maximum Household Income <sup>(1)(2)</sup>	Unit Mix <sup>(1)(2)</sup>
Studio	\$1,450/month	\$58,000 or less	33.3% (2 units)
1-Bedroom	\$1,450/month	\$58,000 or less	33.3% (2 units)
2-Bedroom	\$1,800/month	\$72,000 or less	33.3% (2 units)
<b>Total</b>	<b>Varies</b>	<b>Varies</b>	<b>100% (6 units) 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>)</b>

<sup>(1)</sup> Unit mix in the above table may be adjusted to the satisfaction of the City through the DP application review process subject to at least six (6) Moderate Market Rental Units having a combined habitable floor area of at least 332.9 m<sup>2</sup> (3,583.3 ft<sup>2</sup>) is provided, with the same percentage (approximately 40%) or greater of family-friendly (two or more bedroom) units.

<sup>(2)</sup> Maximum household income is based on the Housing Income Limits (HILs) established by BC Housing. The maximum monthly rents and household incomes may be adjusted in accordance with the Moderate Market Rental Housing Agreement. The above-listed rents are calculated using the 2023 BC Housing HILs. Rents are set at 30 percent of the HIL, by unit type, divided by 12 months. Maximum monthly rents will be adjusted according to the year that the units are tenanted.

- g) Occupants of the MMR units subject to the MMR Housing Agreement shall, to the satisfaction of the City (as determined prior to DP\* issuance) enjoy full and unlimited access to and use of all on-site common indoor areas and common outdoor amenity spaces provided to residents of the building, at no additional charge to MMR unit tenants unless otherwise stipulated in an MMR Housing Agreement (i.e., no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).
- h) On-site parking (minimum two (2) residential parking spaces, of which at least 50% must be standard spaces), Class 1 bicycle storage (minimum 11 bicycle parking spaces), and related electric vehicle (EV) charging stations shall be provided for the use of MMR unit tenants as per the OCP, Zoning Bylaw, and approved DP\* at no additional charge to the MMR unit tenants unless otherwise stipulated in an MMR Housing Agreement (i.e., no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bicycle storage, EV charging stations, or related facilities by MMR unit tenants, unless as permitted by an amendment to Council Policy). These features may be secured via legal agreement(s) on Title prior to DP\* issuance.
- i) The MMR units, related uses (e.g., parking, garbage/recycling, hallways, amenities, lobbies), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director, Development.
- j) “No development” shall be permitted, restricting DP\* issuance for any building in whole or in part, until the developer, to the City’s satisfaction:
  - i. Designs the lot to provide for the MMR units and ancillary spaces and uses;
  - ii. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the MMR units and ancillary spaces and uses as per the approved DP\*; and,
  - iii. As required, registers additional legal agreements on Title to the lot to facilitate the detailed design and/or construction of the MMR units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the DP\* review and approval processes.
- k) No Building Permit (BP)\* shall be issued for any building, in whole or in part, until the developer provides for the required MMR units and ancillary spaces and uses to the satisfaction of the City.
- l) “No occupancy” shall be permitted, restricting final BP\* inspection granting occupancy for any building, in whole or in part, until the required MMR units and ancillary spaces and uses are completed to the satisfaction of the City and have received final BP\* inspection granting occupancy.

11. **(Transportation Demand Management Strategy)** Registration of a legal agreement(s) on Title securing the proposed Transportation Demand Management (TDM) measures to support the parking rate reduction, to the satisfaction of the Director, Transportation, including, but not limited to, the following:

- a) **(Enhanced Bicycle Facilities)** The developer/owner shall, at its sole cost, design, install, and maintain on the lot, to the satisfaction of the City as determined via the DP\*:
  - i. Class 1 bicycle storage: provided at an increased rate of 1.23 Class 1 bicycle parking spaces per bedroom, with a minimum of one Class 1 bicycle parking space per dwelling unit, including at least 25% of provided spaces as oversized spaces, for residential uses. Conversion of any of the bicycle parking storage



rooms and bicycle maintenance facilities into habitable space or other uses is prohibited. All of the bicycle parking storage rooms must be available for shared common use.

- ii. Class 2 bicycle storage: provided at an increased rate with at least six Class 2 bicycle parking spaces for non-residential uses.
  - iii. Bicycle maintenance facilities to include a bicycle stand, repair tools, and workspace in each bicycle storage room, and to include a hose, hose bibb, and drain in a bicycle wash area, for the shared use of all residents. The facilities shall be identified in the DP\* plans and in the BP\* plans and provided with wayfinding and identification signage prior to building inspection permitting occupancy, to the satisfaction of the Director of Transportation.
- b) **(Transit Pass Program)** Registration of a legal agreement on Title to ensure the execution and completion of a transit pass program or an equivalent cash contribution to the City's Transportation Demand Management Reserve Fund to the satisfaction of the Director, Transportation. If registration of an agreement to deliver the transit pass program is pursued, it shall include the following method of administration and terms:
- i. Provision of a monthly minimum two-zone transit pass for 100% of the dwelling units (60 units) for two years.
  - ii. Submission of a letter of credit or other form of assurance acceptable to the City for the value of the transit pass program or submission of an executed legal agreement with Translink demonstrating that payment to Translink to facilitate the program has been provided, to the satisfaction of the Director, Transportation.
  - iii. Administration by Translink, housing society, or management company. The owner is only responsible for noting the number of "subscribed" users to the program, until the full unit count is exhausted over a term of two years.
  - iv. If the transit pass program is not fully subscribed within one year, the program is to be extended until the equivalence of the costs of the full one-year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the second year, the remaining funds equivalent to the value of the unsubscribed transit passes are to be transferred to the City through contribution to the City's Transportation Demand Management Reserve Fund, to be used at the discretion of the City consistent with the reserve fund's intent.
  - v. The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy agreements and any rental materials.
- c) **(Car Share Parking and Small Size Loading Space)** One on-site designated parking space complete with electric vehicle supply equipment for the use of car-share vehicle parking or on-site loading determined at the discretion of the City, along with registration of a Public Right of Passage Statutory Right-of-Way (PROP SRW) over the space and the vehicular and pedestrian accesses (subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director, Transportation), to support a car share service, the terms of which shall be generally as follows:
- i. The car share parking space shall be:
    - Provided within the development, along with pedestrian and vehicular access, designed, constructed, equipped, and maintained by the owner, at the owner's cost.
    - Designed to be safe, convenient and universally-accessible.
    - Accessible to all intended users (e.g., general public, car share operator personnel, and car share operator members) at no added cost 24 hours per day, 365 days a year.
    - Identified in the DP\* plans and in the BP\* plans.
    - Provided with wayfinding and identification signage prior to building inspection permitting occupancy, to the satisfaction of the Director, Transportation.
    - Provided with design features, lighting, and signage as determined through the DP\* and SA\* processes.
  - ii. Should the car share parking space not be used for car-share purposes (e.g., lack of interest from a car-share provider), use of this parking space shall be at the discretion of the Director, Transportation.
  - iii. Provision of car share membership and driving credits for 100% of the dwelling units.

- d) **(TDM Marketing Brochure)** TDM marketing brochures that will be given to new residents, at the sole cost of the developer/owner, detailing the available TDM measures on-site, including instructions on how to register for the transit pass program.
12. **(Shared Residential Visitor / Non-Residential Parking Spaces)** Registration of a legal agreement on Title ensuring that:
- a) All of the non-residential vehicle parking spaces are shared with residential visitor vehicle parking spaces, and that reserving, selling, leasing, assigning or designating any of the shared vehicle parking spaces to individual uses or users is prohibited.
  - b) All shared vehicle parking spaces are identified as to their intended usage with signage and in the DP\* and BP\* plans.
13. **(Servicing Agreement)** Enter into a Servicing Agreement (SA)\* for the design and construction of transportation network and servicing improvements. A Letter of Credit or cash security for the value of the SA works, as determined by the City, will be required as part of entering into the SA. Works include, but may not be limited to:

**A. Frontage Upgrades/Improvements:**

- a) At the developer's cost, the developer is required to:
  - i. Install on Francis Road along the subject site's north property line, from south to north:
    - 3.0 m wide concrete sidewalk;
    - Minimum 2.6 m wide grass boulevard with no street trees. All above-grade utilities shall be located within a 0.6 m wide strip along the southern-most section of the boulevard;
    - 0.15 m curb along existing curb alignment; and
    - Tie in with existing travel lane on Francis Road.
  - ii. Install on Garden City Road along the subject site's west property line, from east to west:
    - 3.0 m wide concrete sidewalk;
    - Grass and treed boulevard to existing curb line;
    - 0.15 m curb along existing alignment;
    - Tie in with existing travel lane; and
    - Raised centre median along Garden City Road along the subject site, extending south of the south property line as required for appropriate road geometric design to enforce right-in-right-out access.
  - iii. Install along the subject site's south property line, from north to south:
    - 0.5 m wide lighting strip with pedestrian lighting and grass; and
    - 3.0 m wide concrete pathway.
  - iv. Remove existing driveways and construct new driveways as follows:
    - One driveway near the south property line of the subject site along its Garden City Road frontage; and
    - One right-in/right-out driveway near the east property line of the subject site along its Francis Road frontage, with access control enforced through a centre dividing median in the driveway.
  - v. Relocate above-grade utilities as required to provide for sidewalks and walkways that are clear of any obstructions.
  - vi. Pavement restoration along the site's Garden City Road and Francis Road frontage as required.
  - vii. Tie-in of all frontage upgrades to existing infrastructure beyond the subject site's frontage.
  - viii. Restoration and/or relocation of signage and pavement markings to accommodate the above works.

**B. Traffic Signal Upgrades:**

- a) At the developer's cost, the developer is required to provide:
  - i. As noted in the above rezoning considerations, a 4.0 m x 2.0 m SRW on the subject site for the installation of a traffic cabinet and uninterruptible power supply (UPS);
  - ii. New traffic cabinet;
  - iii. New UPS complete with hydro service;
  - iv. New traffic pole on the southeast corner (development frontage) complete with traffic signal displays and pedestrian displays;

- v. New LED street light luminaires on all traffic poles;
  - vi. New electrical conduit, cable conductors, junction boxes as required for system upgrades;
  - vii. New detector loops impacted by construction;
  - viii. The exact scope shall be confirmed through review of a complete set of traffic signal design drawings to be included as part of the SA\*.
- b) The following traffic signal equipment may be re-used:
- i. LED street name signs;
  - ii. Audible pedestrian signals (APS)

**C. Water Works:**

- a) Using the OCP Model, there is 501.0 L/s of water available at a 20 psi residual at the Garden City Road frontage. Based on your proposed development, your site requires a minimum fire flow of 200 L/s.
- b) At the developer's cost, the developer is required to:
- i. Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
  - ii. Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
  - iii. Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) and any appurtenances (for example, the bypass on W2n-SD) and 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the SA\* process.
  - iv. Replace the existing AC water main at the Francis Road frontage if it will be impacted by the proposed frontage improvement works. The required replacement of the existing AC water main is subject to the Transportation Department's requirements (i.e., replacement of the existing curb and gutter at its existing location or in a new alignment).
- c) At the developer's cost, the City will:
- i. Cut, cap, and remove all existing water connections and meters servicing the subject site.
  - ii. Install a new water service connection complete with a water meter and water meter box along the Francis Road frontage of the subject site for the proposed site in a right-of-way which will be provided by the developer as per City's specifications.
  - iii. Complete all tie-ins for the proposed works to existing City infrastructure.

**D. Storm Sewer Works:**

- a) At the developer's cost, the developer is required to:
- i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the SA\* design.
  - ii. Upgrade the existing 300 mm diameter storm sewer main at the south frontage of the subject site. The size shall be determined through a capacity analysis under the OCP condition or minimum 600 mm diameter as per City's specifications. The final alignment of the new storm sewer main shall be determined through the SA\* review process.
  - iii. Replace existing storm manhole STMH4195 with new appropriate size manhole for a minimum 600 mm diameter main to west.
  - iv. Granting of an approximately 1.0 m wide statutory right-of-way for the purposes of utilities to accommodate a pathway storm sewer main along the south property line of the subject site. Exact right-of-way dimensions to be finalized via the SA\* process.
- b) At the developer's cost, the City will:
- i. Complete all tie-ins for the proposed works to existing City infrastructure.
  - ii. Remove existing storm inspection chamber STIC60273 and cap lead at main.

- iii. Cut and cap the existing storm connection at the west of the existing inspection chamber STIC46605 at the north-east corner of the subject site.
- iv. Provide new storm connection, complete with inspection chamber, off of the new upgraded pathway storm main along the south frontage of the subject site.

**E. Sanitary Sewer Works:**

- a) At the developer's cost, the developer is required to:
  - i. Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
  - ii. Install a new sanitary manhole at the southeast corner of the subject site along the existing sanitary sewer main (i.e., to facilitate removal/abandonment of the sanitary sewer).
  - iii. Install a new sanitary connection, complete with inspection chamber, off of the new sanitary manhole at the southeast corner of the subject site.
  - iv. If the neighbouring trees at the south property line can be removed:
    - (1) Remove and legally dispose approximately 24 m of the sanitary sewer along the south property line of the subject site, including the sanitary inspection chamber and manhole at the end of the existing sanitary sewer system.
    - (2) The owner may request the discharge of the existing sanitary sewer rights-of-way (LTO charge numbers: D65286 and E26159) along the south property line following removal of the sanitary sewer and replacement with the agreement in (3) below, and the City will execute a discharge to be filed at the owner's expense.
    - (3) Provide a 3.0 m by 4.0 m right-of-way at the southeast corner of the subject site to accommodate the new sanitary manhole and inspection chamber.
  - v. If the neighbouring trees at the south property line cannot be removed:
    - (1) Fill and abandon, as per MMCD, approximately 24 m of the sanitary main along the south property line, including the sanitary inspection chamber and manhole at the end of the existing sanitary sewer system.
- b) At the developer's cost, the City will:
  - i. Complete all tie-ins for the proposed works to existing City infrastructure.
  - ii. Cut and cap, at the inspection chamber SIC5776, the existing sanitary service connection located at the southeast corner of the subject site. Retain the inspection chamber to service adjacent properties.

**F. Lighting:**

- a) At the developer's cost, the developer is required to:
  - i. Review street lighting levels along all road and lane frontages, and upgrade as required. In areas where the existing streetlight conduit is under the sidewalk but will become under the boulevard as part of the frontage improvements, the streetlight conduit must be lowered in order to provide adequate depth of cover.
  - ii. Provide new LED street light luminaires on all traffic poles.
  - iii. Install within the 0.5 m wide lighting strip along the subject site's south property line, for the extent of the existing adjacent walkway, pedestrian lighting and grass.

**G. General Items:**

- a) At the developer's cost, the developer is required to:
  - i. Complete other frontage improvements as per Transportation requirements.
  - ii. Coordinate with BC Hydro, TELUS, and other private communication service providers:
    - (1) To pre-duct for future hydro, telephone, and cable utilities along all road frontages.
    - (2) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - (3) To underground overhead service lines.

- (4) Relocate the existing BC Hydro poles at the Francis Road frontage that conflict with the standard City sidewalk that are normally located at the property line. The required pole relocation is subject to the Transportation Department's requirements.
- (5) Relocate the existing street light at Garden City frontage that conflict with the walkway along the south property line. The required street light relocation is subject to the Transportation Department's requirements.
- iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the subject site but not within existing storm or sanitary rights-of-ways (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the above-ground structures. If a private utility company does not require an above-ground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory rights-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA\* design approval:
  - BC Hydro PMT – 4.0 x 5.0 m
  - BC Hydro LPT – 3.5 x 3.5 m
  - Street light kiosk – 1.5 x 1.5 m
  - Traffic signal kiosk – 2.0 x 1.5 m
  - Traffic signal UPS – 1.0 x 1.0 m
  - Shaw cable kiosk – 1.0 x 1.0 m
  - TELUS FDH cabinet – 1.1 x 1.0 m
- iv. Provide, prior to start of site preparation works or within the first SA\* submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
- v. Provide a video inspection report of the existing storm sewers and sanitary sewer along the road frontages prior to start of site preparation works or within the first SA\* submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e., pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the developer's cost.
- vi. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the SA\* design.
- vii. Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
- viii. Submit a proposed strategy at the BP\* stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.
- ix. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.



- x. Coordinate the SA\* design for this development with the SA(s) for the adjacent development(s), both existing and in-stream (e.g., including 9200-9340 Francis Road). The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the SA designs are consistent. The City will not accept the first submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
  - (1) Corridors for City utilities (existing and proposed water, storm sewer, sanitary, and DEU) and private utilities.
  - (2) Pipe sizes, material, and slopes.
  - (3) Location of manholes and fire hydrants.
  - (4) Road grades, high points, and low points.
  - (5) Alignment of ultimate and interim curbs.
  - (6) Proposed street lights design.
- xi. Enter into, if required, additional legal agreements, as determined through the subject development's SA(s)\* and/or DP(s)\*, and/or BP(s)\* to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, pre-loading, ground densification, or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**Prior to a Development Permit\* being forwarded to the Development Permit Panel for consideration, the developer is required to:**

1. **(Acoustical and Mechanical Report)** Complete an acoustical and thermal/mechanical report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g., ground source heat pumps, heat exchangers, and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

2. **(Energy Step Code)** Submit a statement by the Coordinating Registered Professional confirming that the applicable Energy Step Code performance targets have been considered in the design, and that a Qualified Energy Modeller has been engaged to ensure that the proposed design can achieve the applicable performance targets. For buildings where a "step down" relaxation is allowed with the use of low-carbon energy systems, the statement must identify whether that option will be pursued. In addition, the general thermal characteristics of the proposed building skin (e.g., effective R-values of typical wall assemblies, U-values and solar heat gain coefficients of fenestration, window-to-wall ratios, thermal breaks in balconies and similar features) must be presented in the proposal such that the passive energy performance of the building can be assessed and discussed. A one-page summary of the envelope energy upgrades and other energy efficiency measures would be acceptable.

**Prior to Building Permit\* Issuance, the developer must complete the following requirements:**

1. **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. The Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for Work on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. **(Rezoning and Development Permit)** Incorporation of measures in BP\* plans as determined via the Rezoning and/or DP\* processes.

3. **(Latecomer Agreements)** If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
4. **(Construction Hoarding)** Obtain a BP\* for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the BP\*. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director, Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the *Land Title Act*.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director, Development. All agreements to be registered in the Land Title Office shall, unless the Director, Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit, and withholding permits, as deemed necessary or advisable by the Director, Development. All agreements shall be in a form and content satisfactory to the Director, Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director, Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification, or other activities that may result in settlement, displacement, subsidence, damage, or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

(Signed copy on file)

Signed

Date



**Richmond Official Community Plan Bylaw 9000  
Amendment Bylaw 10649 (RZ 24-011883)  
9040 Francis Road**

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

1. Richmond Official Community Plan Bylaw 9000, as amended, is further amended by repealing the existing land use designation in Attachment 1 to Schedule 1 (City of Richmond 2041 OCP Land Use Map) thereof of the following area and by designating it “Limited Mixed Use”.

P.I.D. 007-151-233

Lot A Section 27 Block 4 North Range 6 West New Westminster District Plan 35222

2. This Bylaw may be cited as “**Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10650 (RZ 24-011883)  
9040 Francis Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following into Section 20 (Site Specific Mixed Use Zones), in numerical order:

**“20.60 Residential / Limited Commercial (ZMU60) – Francis Road (Broadmoor)**

**20.60.1 Purpose**

This **zone** provides for mixed-use development consisting of **residential rental tenure apartment housing** and a limited range of **commercial uses** and compatible **secondary uses**.

**20.60.2 Permitted Uses**

- **housing, apartment**
- **office**
- **restaurant**
- **service, financial**
- **veterinary service**

**20.60.3 Secondary Uses**

- **boarding and lodging**
- **community care facility, minor**
- **home business**

**20.60.4 Permitted Density**

1. The maximum **floor area ratio** is 2.16, of which:
  - a) a maximum of 2.06 is for residential **uses** only, which must include no less than six (6) **moderate market rental units**, where such **moderate market rental units**:
    - i. have a combined **habitable space** of at least 332.9 m<sup>2</sup>; and
    - ii. are subject to a **moderate market rental housing agreement** to apply in perpetuity with respect to the **moderate market rental units**, which agreement the owner must enter into with the **City** and register against title to the **lot** and file a notice in the Land Title Office;
  - b) a minimum of 0.1 is for non-residential **uses** only;together with an additional 0.1 **floor area ratio** provided that the additional **floor area** is used entirely to accommodate indoor **amenity space**.
2. Bicycle, garbage, and recycling facilities may be excluded in the calculation of maximum **floor area ratio**.

**20.60.5 Permitted Lot Coverage**

1. The maximum **lot coverage** for **buildings** is 70%.

**20.60.6 Yards & Setbacks**

1. The minimum **setback** from any **road** is 2.0 m, except that the northwest corner of the principal **building** may project into the minimum **setback** up to the corner cut **lot line** as specified by a Development Permit approved by the **City**.
2. The minimum **setback** to the south **lot line** is 2.9 m.
3. The minimum **setback** to the east **lot line** is 7.5 m.
4. No **balconies** are permitted to project into the minimum **setback** to the south **lot line**.

**20.60.7 Permitted Heights**

1. The maximum **height** for **buildings** is 24.5 m.
2. The maximum **height** for **accessory buildings** is 5.0 m.
3. The maximum **height** for **accessory structures** is 12.0 m.

**20.60.8 Minimum Lot Size**

1. The minimum **lot area** is 1,700 m<sup>2</sup>.

**20.60.9 Landscaping & Screening**

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

**20.60.10 On-Site Parking & Loading**

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0, except as follows:
  - a) the minimum number of **parking spaces** for the residential **uses** is:
    - i. for **moderate market rental units**: 0.33 **parking spaces** per **dwelling unit**;
    - ii. for **apartment housing**, excluding the **moderate market rental units**: 0.5 **parking spaces** per **dwelling unit**;
  - b) the minimum number of shared residential visitor and non-residential **parking spaces**: the greater of 0.1 **parking spaces** per **dwelling unit** or six **parking spaces**;
  - c) on-site **parking spaces** shall be located no closer than 3.0 m to a **lot line** which abuts a **road**, and no closer than 0.85 m to any other **lot line**, provided that appropriate landscaping is provided in accordance with Section 6.0;



- d) the minimum manoeuvring aisle width for 90° parking angle: 6.7 m for all **uses**;
- e) provision of one publicly accessible **parking space** with **electric vehicle supply equipment**, for the purposes of car share or small sized loading;
- f) the minimum number of required medium **loading spaces** for the **site** is one undesignated medium **loading space** shared between the residential and non-residential **uses**; and
- g) long-term secured bicycle parking may be located above-**grade**.

#### 20.60.11 Residential Rental Tenure

1. All **dwelling units** in this **zone** are restricted to **residential rental tenure** only.

#### 20.60.12 Other Regulations

1. For the purposes of this **zone**, the following definitions apply:
  - a) **restaurant** means a facility for the retail sale of coffee, tea or similar beverages, for off-**site** or on-**site** consumption, and may include limited production, preparation and retail sale of food products.
  - b) **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;
  - c) **HILS Monthly Gross Income** means one twelfth of the annual gross household income applicable to the **dwelling unit** based on number of bedrooms as set out in the **HILS Report**;
  - d) **HILS Report** means BC Housing's Housing Income Limit Report for the City of Richmond, and if the City of Richmond is not listed, for the City of Vancouver;
  - e) **moderate market rental unit** means a **dwelling unit** that is subject to a **moderate market rental housing agreement** and **residential rental tenure**; and
  - f) **moderate market rental housing agreement** means an agreement in a form satisfactory to the **City**, which limits occupancy of the **dwelling unit** that is subject to the agreement to persons, families and **households** that qualify for moderate market rental housing based on their **household** income and sets out the maximum permitted rent as follows:
    - i. the maximum rent charged for any **moderate market rental unit** will be 30% of the **HILS Monthly Gross Income** for the applicable calendar year. However, should a **HILS Report** not be published as of February 1 of any year, the previous year's maximum rent is increased by any increase in **CPI** for the previous calendar year; and
    - ii. while persons, families and **households** are in occupation of a **moderate market housing unit**, rent may only be increased annually by the maximum percentage rent increase permitted under the *Residential Tenancy Act* (BC).

2. Notwithstanding Sections 20.60.2 and 20.60.3, **apartment housing, boarding and lodging**, and **home business uses** are only permitted on the second and upper floors of a **building** (exclusive of residential **building** entrance lobbies, which are permitted on the ground floor of a **building**).
  3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "**RESIDENTIAL / LIMITED COMMERCIAL (ZMU60) – FRANCIS ROAD (BROADMOOR)**".
- P.I.D. 007-151-233  
Lot A Section 27 Block 4 North Range 6 West New Westminster District Plan 35222
3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 10650**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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





**To:** Planning Committee  
**From:** Joshua Reis  
Director, Development

**Date:** May 20, 2025  
**File:** RZ 23-026410

**Re:** Application by Matthew Cheng Architect Inc. for Rezoning at 8160 No. 5 Road  
from Agriculture (AG1) to Assembly (ASY)

**Staff Recommendation**

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, for the rezoning of the westerly 110 m of 8160 No. 5 Road from "Agriculture (AG1)" to "Assembly (ASY)" to facilitate the proposed assembly use (religious statues), associated parking, existing barn and proposed roadside stand be introduced and given first reading.

Joshua Reis, MCIP, RPP, AICP  
Director, Development  
(604-247-4625)

JR:jsh

Att. 8

**REPORT CONCURRENCE**

**CONCURRENCE OF GENERAL MANAGER**

## Staff Report

### Origin

Matthew Cheng Architect Inc., has applied on behalf of Thrangu Monastery Association, to the City of Richmond to rezone the westerly 110 m (360.9 ft) of 8160 No.5 Road from “Agriculture (AG1)” to “Assembly (ASY)” to allow religious statues and an accessory parking lot associated with the existing religious assembly use at 8140 No. 5 Road. The rezoning would also facilitate the proposed roadside stand on the frontlands. The existing agricultural building on the site is proposed to be retained. A location map and an aerial photograph are included in Attachment 1. Architectural plans are provided in Attachment 2.

The applicant also proposes to consolidate 8140 and 8160 No. 5 Road into one lot.

A Non-Farm Use application was presented to Council on January 16, 2023, and Council resolved to forward the application the ALC. On June 15, 2023, the South Coast Regional Panel of the Agricultural Land Commission approved the proposal. This application is generally consistent with the Non-Farm Use application, with minor amendments to the landscape plan including a decrease in provided parking stalls and an increase in retained trees.

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is included in Attachment 3.

### Surrounding Development

- To the North: Religious assembly building with surface parking area and agriculture on a site split-zoned “Assembly (ASY)” on the westerly 110 m and “Agriculture (AG1)” on the remaining back lands, fronting No. 5 Road. The property is also owned by Thrangu Monastery Association and proposed to be consolidated with the subject property.
- To the South: Religious assembly building with surface parking area and agriculture use on a site split-zoned “Assembly (ASY)” and “Agriculture (ASY)”, fronting No. 5 Road.
- To the East: Religious assembly and school buildings with surface parking area and playground on a site zoned “Assembly (ASY)”, fronting Blundell Road.
- To the West: Across No. 5 Road, single-family dwellings on properties zoned “Agriculture (AG1)”.

## **Related Policies & Studies**

### Official Community Plan/East Richmond Area McLennan Sub-Area Plan

The subject site is split-designated “Community Institutional (INST)” (“Frontlands”) and “Agriculture (AGR)” (“Backlands”) in the Official Community Plan (OCP). The subject site is also split-designated “Agriculture and Religious Assembly” and “Agriculture” in the McLennan Sub-Area Plan. The McLennan Sub Area Map is found in Attachment 4. “Community Institutional (INST)” includes those areas intended for institutions engaged in religious, educational or cultural activities, and may include other uses as permitted under OCP policies. “Agriculture (AGR)” includes those areas where the principal use is agriculture and food production, but may include other land uses as permitted under the Agricultural Land Commission Act (ALCA). The proposal is consistent with these designations.

### No. 5 Road Backlands Policy

The subject site is located within the No. 5 Road Backlands Policy area, as identified in the City’s OCP. The Policy allows religious assembly uses on the westerly 110 m (“Frontlands”), subject to the remaining portions (“Backlands”) being actively farmed. As per the Policy, all applicants proposing to develop new religious assembly facilities or expand existing religious assembly facilities must either:

- Provide evidence of farm status under the BC Assessment Act to demonstrate that the subject parcel has been farmed for five consecutive years; or
- Provide evidence that the Backlands portion of the subject parcel is currently available for farming via a lease registered on title between the property owner and a legitimate farming enterprise for a term of at least five years, and either:
  - Provide evidence that the parcel is currently being farmed; or
  - Provide a plan for how it will be farmed (to be produced by a Professional Agrologist). The applicant has provided evidence of farm status under the BC Assessment Act to demonstrate that both 8160 No. 5 Road (subject parcel) and 8140 No. 5 Road (associated parcel) have been farmed for five consecutive years.

The applicant has provided evidence that the parcel is currently being farmed through submission of BC assessments documents identifying that the subject parcel has been farmed for five consecutive years. A Farm plan is on file and identifies that the back lands are farmed for a variety of different fruits and produce including apples, pears, Asian pears, peaches, cherries, tomatoes, peppers, and lettuce, among others. The applicant has provided sufficient documentation demonstrating active farming operations in the backlands of the site and has agreed to enter into a legal agreement on Title specifying the use of the “Backlands” as agriculture and restricting any non-farm related services or uses.



### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. The subject site is located in an area with a designated Flood Construction Level (FCL) of 2.9 m GSC. Registration of a flood plain covenant on Title is required prior to final adoption of the rezoning bylaw.

### Environmentally Sensitive Area Designation

The property contains a small portion of Environmentally Sensitive Area (ESA) designation at the rear of the property, which is currently separated from the agricultural activities by hedging. The proposed assembly use does not encroach into the ESA area and the ESA does not apply to the agriculture activities that take place in the rear of the property. No impact to the ESA is proposed as part of this application.

### Food Security and Agricultural Advisory Committee

The proposal was previously reviewed and supported by the Food Security and Agricultural Advisory Committee (FSAAC) when being reviewed as a Non-Farm Use application. An excerpt from the October 27, 2022 FSAAC meeting minutes is provided in Attachment 5.

## **Analysis**

### Proposed Land Use

The purpose of the subject rezoning is to allow religious statues, an accessory parking lot, a proposed roadside stand, and an existing agricultural building within the westerly 110 m of 8160 No. 5 Road, in association with the existing religious assembly use at 8140 No. 5 Road (Thrangu Monastery Association). The remaining “Backlands” would continue to be farmed.

The proposed eight religious statues, known as “stupas”, will have a maximum height of 4.11 m. The proposed roadside stand building is approximately 53.5 m<sup>2</sup> (576 ft<sup>2</sup>) in indoor floor area and 53.5 m<sup>2</sup> (576 ft<sup>2</sup>) outdoor floor area, and is proposed to only sell farm product produced on the farm.

The proposed accessory parking lot contains 49 vehicle parking stalls, including the six required parking stalls for the roadside stand building. The remaining spaces will supply overflow parking for monastery special events. The total supply of parking between the two sites is 114 stalls which exceeds the zoning requirements for religious assembly use.

The parking lot is proposed to consist of a combination of asphalt and permeable materials (permeable pavers) and no additional fill is anticipated as the parking lot is at grade. Should any additional fill be required the applicant may be required to obtain additional approvals from the ALC.

### Farm Operation

Currently, the front portion of the subject site is used as an informal overflow parking lot for the existing religious assembly use at 8140 No. 5 Road. The remaining portion is actively farmed and contains an accessory building for farm equipment and supplies. The applicant has provided evidence of farm status under the BC Assessment Act to demonstrate that both 8160 No. 5 Road (subject parcel) and 8140 No. 5 Road (associated parcel) have been farmed for five consecutive years. The existing farm operation includes vegetables, fruits, ornamental flowers and an orchard. Thrangu Monastery Association manages the farm, sells farm product to members by donation and donates excess to local food banks.

Prior to rezoning bylaw adoption, the applicant proposes to 8140 and 8160 No. 5 Road, which would result in a total parcel area of 1.9 ha, with 1.1 ha dedicated to agricultural uses and 0.8 ha to religious assembly use.

### Farm Access Road

The No. 5 Road Backlands Policy requires registration of a statutory right-of-way on title for a future farm access road along the eastern edge of the property along the backlands. The intent of the future farm access road is to facilitate connections between the agricultural backland portions of properties within the Policy area. Prior to rezoning bylaw adoption, the applicant is required to provide a 4 m wide right-of-way along the eastern edge of the subject property (8160 No. 5 Road) and the adjacent property to the north (8140 No. 5 Road).

### ALC Non-Farm Use

While the proposed rezoning would permit assembly uses on site, the parcel remains in the ALR, and is subject to the ALR Use Regulations. The ALC approved the associated Non-Farm Use application on June 15, 2023. Any additional religious assembly uses other than those currently approved through the previous approved Non-Farm Use application may require a new Non-Farm Use application and be subject to Council and ALC approval.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses nineteen bylaw-sized trees on the subject property including three trees that will be on City property following road dedication, and six trees on neighbouring properties.

At the time of the Non-Farm Use application, staff supported the following:

- Three trees located on-site to be retained and protected (Tag# 14, 428 and 433);
- Five trees located on-site to be relocated (Tag# 1, 5, 6, 425 and 426);
- Eight trees located on-site to be removed (Tag# 2, 7, 8, 11, 12, 424, 427 and 434);
- Three trees located on-site will be located on City property following road dedication to be retained and protected (Tag# 13, 431 and 432); and

- Three trees, located on neighbouring property to be retained and protected (Tag# 9, 10 and 16).

The applicant has submitted an updated Arborist Report and has worked with staff to modify their tree retention plan to retain five additional on-site trees above what was identified at the time of the Non-Farm Use application.

During the processing of the subject application, staff became aware that three trees (Tag# 2, 7 and 424) were removed from the site without City authorization and four trees (Tag# 1, 5, 6 and 425) were relocated (with supervision by a certified Arborist) prior to receiving authorization from the City. The unauthorized tree removal included three of the eight trees that had been identified for removal at the time of the non-farm use application. After review by the City's Tree Preservation Coordinator, the property owner will be fined \$3,000.00. In addition, the applicant has agreed to provide a 3:1 replacement to compensate for the three trees removed without authorization.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

- Eight trees located on site (Tag# 8, 11, 12, 14, 427, 428, 433 and 434) were identified in the Arborist report to be retained and protected.
- Five trees located on site (Tag# 1, 5, 6, 425 and 426) were identified in the Arborist report as to be relocated.
- Three trees located on site (Tag# 2, 7 and 424) which have been removed, had unresolvable canopy defects due to past poor pruning and have decay cavities.
- Three trees (Tag# 13, 431 and 432) currently located on-site will be located on City property following road dedication. These trees are to be retained and protected. A survival security is required for these trees.
- Three trees (Tag# 9, 10 and 16) located on neighbouring property to the South are to be retained and protected as per the Arborist report recommendations.
- Replacement trees to be provided at a 3:1 ratio.

### *Tree Replacement*

In consideration of the three trees identified for removal and which were removed without authorization (Trees Tag# 2, 7 and 424), the applicant has agreed to provide replacement trees at a 3:1 ratio, therefore requiring the planting of nine replacement trees. The applicant has agreed to plant a total of 41 new trees on 8160 No. 4 Road. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
9	8 cm	4 m

### *Tree Protection*

Eight trees located on site, three future City trees located within the road dedication, and three trees on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 6). To ensure that the trees identified for retention are protected at the development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission of a tree survival securities being:
  - \$100,000.00 for the retention of eight on-site trees and five on-site trees to be relocated; and
  - \$30,000.00 for the retention of the three trees within the future City road dedication.
- Prior to undertaking any works on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

### Landscaping

The applicant has submitted a Landscape plan (Attachment 7). Live landscaping includes adequate buffering and screening along the perimeter of the site, offering visual screening from No. 5 Road. A diversity of trees are proposed including a variety of native species. The applicant has agreed to enter into a legal agreement on title to ensure that landscaping planted along No. 5 Road is maintained and will not be abandoned or removed.

The applicant has also proposed a 3 m landscape buffer between the proposed "Assembly (ASY)" zoned portion of the property and the "Agriculture (AG1)" zoned portion, similar to the existing buffer at 8160 No. 5 Road. As per the OCP DP Guidelines, appropriate landscaped buffers between agricultural and non-agricultural lands are encouraged. The proposed landscape buffer will be located on the "Assembly (ASY)" zoned portion of the property, within the westerly 110 m.

The applicant is proposing a parking area (driveway and parking stalls) comprised of approximately 47 per cent permeable pavers. The plaza where the Stupas will be located will consist of colourful and intricately patterned pavers consisting of sand brown, red, charcoal and desert sand colours. Details on the paver pattern and colours are found in Attachment 2.

In order to ensure that the proposed landscape works are completed, the applicant is required to provide a Landscape Security of \$274,222.62 (based on the cost estimate provided by the Landscape Architect) prior to final adoption of the rezoning bylaw.

#### Transportation and Site Access

A 4 m wide road dedication along the subjects site's entire No. 5 Road frontage has been secured for road widening, consistent with the dedication provided at 8140 No. 5 Road. The existing driveway entrance at 8160 No. 5 Road is to be closed via a gate and lock except for emergency vehicles, and the existing access at 8140 No. 5 Road is to be maintained as the primary access.

That upon consolidation the site would have 114 vehicle parking stalls, which meets the requirements under the City's zoning bylaw and has been confirmed by the applicant as meeting the needs for the site, including during special events. The proposed parking will also provide parking for the monastery's volunteers who work on the farm and visitors who wish to purchase farm product from the proposed roadside stand.

#### Site Servicing and Frontage Improvements

Prior to final adoption of Rezoning, the developer is required to enter into the City's standard Servicing Agreement for the design and construction of required frontage and engineering works including, but not limited to (Attachment 8):

- The removal of the existing driveway letdown at 8160 No 5 Road;
- A new 3.5 m wide sidewalk and 1.5 m wide boulevard along the frontages of both 8160 and 8140 No. 5 Road; and
- Sanitary upgrades.

#### **Financial Impact**

The Rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees, and traffic signals).

#### **Conclusion**

Matthew Cheng Architect Inc., has applied on behalf of Thrangu Monastery Association, to the City of Richmond to rezone the westerly 110 m (360.9 ft) of 8160 No. 5 Road from "Agriculture (AG1)" to "Assembly (ASY)" to allow religious statues, an accessory parking lot, a proposed roadside stand, and an existing agricultural building within the westerly 110 m of 8160 No. 5 Road, in association with the existing religious assembly use at 8140 No. 5 Road (Thrangu Monastery Association).



It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10662 be introduced and given first reading.

A handwritten signature in blue ink that reads "James Hnatowich". The signature is written in a cursive, flowing style.

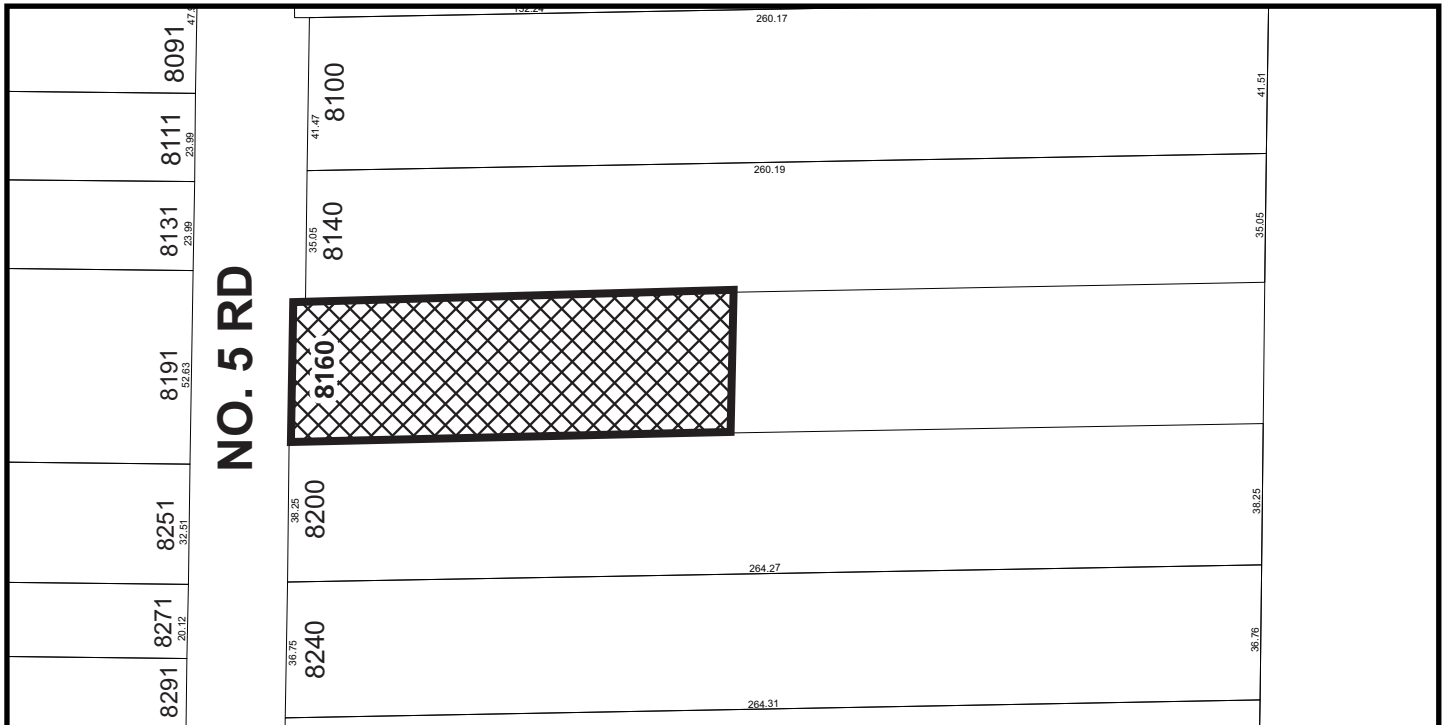
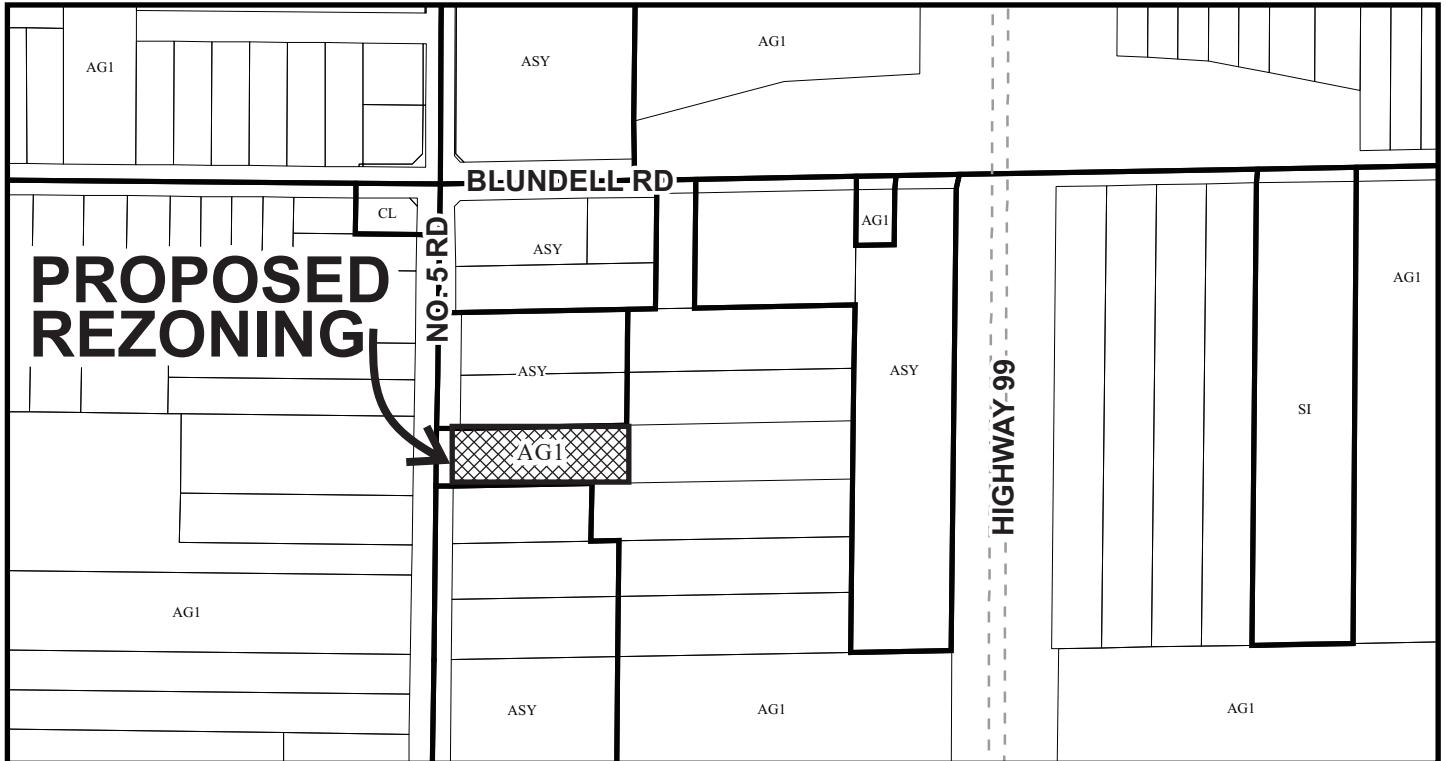
James Hnatowich  
Planner I  
(604-247-4911)

JSH:cas

- Att. 1: Location Map and Aerial Photo  
2: Architectural Plans  
3: Development Application Data Sheet  
4: McLennan Sub Area Land Use Map  
5: FSAAC Meeting Minutes  
6: Tree Management Plan  
7: Landscape Plan  
8: Rezoning Considerations



# City of Richmond



## RZ 23-026410

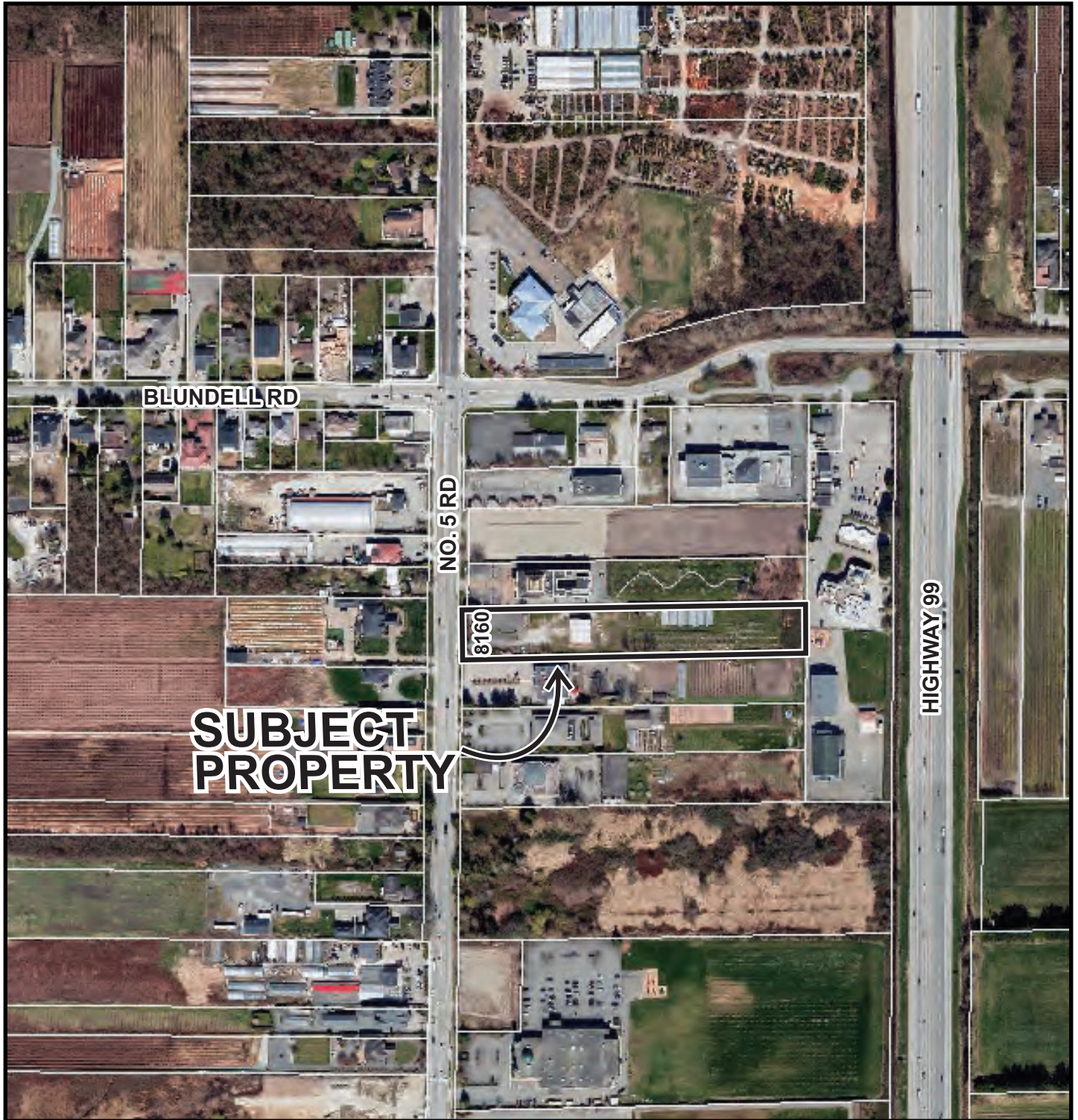
Original Date: 08/24/23

Revision Date: 04/24/25

Note: Dimensions are in METRES



# City of Richmond



RZ 23-026410

Original Date: 08/24/23

Revision Date:

Note: Dimensions are in METRES

CNCL - 245



# 8160 NO. 5 ROAD

## BUILDING PERMIT APPLICATION

### PROJECT INFORMATION

<b>8160 NO. 5 ROAD</b>	LOT 3, BLOCK A, PLAN 0690 SECTION 19, BLOCK 4 NORTH, RANGE 5 WEST, NEW WESTMINSTER DISTRICT
LEGAL DESCRIPTION	ASSEMBLY (FIRST 110 METERS)
USING DISTRICT	ASSEMBLY USE (FIRST 110 METERS)
LOT AREA	: 10,107.5 m <sup>2</sup> (1.01 Ha)
<b>8160 NO. 5 ROAD</b>	PART OF SECTION 19 BLOCK 4 NORTH RANGE 5 WEST, NEW WESTMINSTER DISTRICT
LEGAL DESCRIPTION	ASSEMBLY (FIRST 110 METERS), AGRICULTURAL AG-1 AT REAR PORTION AFTER FIRST 110 METERS
USING DISTRICT	ASSEMBLY USE (FIRST 110 METERS)
LOT AREA	: 8,962.5 m <sup>2</sup> (0.9 Ha)
TOTAL LOT AREA (8160 AND 8160 NO. 5 ROAD):	19,070 m <sup>2</sup> (1.907 Ha)
AREA BREAKDOWN (8160 NO. 5 RD):	
DEDICATION AREA - 153.09 m <sup>2</sup>	
PROPOSED NON-FARMING AREA TO REMAIN (FIRST 110 METERS) - 4,208.14 m <sup>2</sup>	
PROPOSED FARMING AREA TO REMAIN (AFTER 110 METERS) - 4,754.36 m <sup>2</sup>	
SETBACK BETWEEN ASSEMBLY AND AGRICULTURAL ZONE - 428.80 m <sup>2</sup>	
PROPOSED SHOP BUILDING AREA (INCLUDED IN NON-FARMING AREA ABOVE) - 53.54 m <sup>2</sup>	
EXISTING ACTIVE FARMING AREA TO REMAIN - 5,746.27 m <sup>2</sup>	
ESA AREA (INCLUDING ABOVE) - 467 m <sup>2</sup>	
PARKING INFORMATION USE : SURPLUS PARKING TO THURANGO MONASTERY	
8160 AS OVERFLOW SPACE TO THURANGO MONASTERY (NO INCREASE IN FLOOR AREA)	
PARKING SPACE REQUIRED : 6 PARKING SPACES REQUIRED AND PROVIDED FOR ROADSIDE STAND, ROADSIDE STAND GROSS FLOOR AREA = 107.06m <sup>2</sup> (63.54m <sup>2</sup> ENCLOSED FRUIT SHOP; 53.54m <sup>2</sup> COVERED PORCH)	
PARKING SPACE (SURPLUS) PROPOSED : 49 PARKING SPACES	
TOTAL PARKING SPACES : 49 PARKING SPACES	
TOTAL PARKING SPACES BREAKDOWN:	
- 15 REGULAR PARKING SPACES (EXCLUDING EV-READY AND OPPORTUNITY CHARGING SPACES)	
- 1 EV-READY PARKING SPACE	
- 10 SMALL CAR (EXCLUDING EV-READY SPACES)	
- 18 EV-READY PARKING SPACES (35%)	
- 15 REGULAR, 4 SMALL CAR	
- 5 OPPORTUNITY CHARGING SPACES (10%)	
- 5 REGULAR	

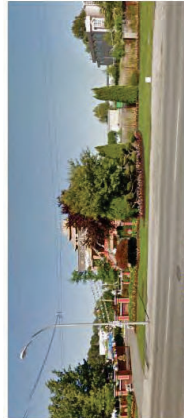


DRAWING LIST	
Sheet Number	Sheet Name
A0	COVER PAGE
A1	STIPULA BASE DETAIL
A1.1	STIPULA BASE DETAIL
A1.2	STIPULA BASE DETAIL
A1.3	STIPULA BASE DETAIL
A1.4	STIPULA BASE DETAIL
A1.5	STIPULA BASE DETAIL
A1.6	STIPULA BASE DETAIL
A1.7	STIPULA BASE DETAIL
A1.8	STIPULA BASE DETAIL
A1.9	STIPULA BASE DETAIL
A1.10	STIPULA BASE DETAIL
A1.11	STIPULA BASE DETAIL
A2	STIPULA BASE DETAIL

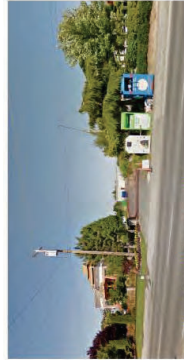
DRAWING LIST	
Sheet Number	Sheet Name
A2.3	STIPULA BASE DETAIL
A2.4	STIPULA BASE DETAIL
A2.5	STIPULA BASE DETAIL
A2.6	STIPULA BASE DETAIL
A2.7	STIPULA BASE DETAIL
TOTAL NO. OF SHEETS: 19	



A: 8140 FRONT GATE



B: No. 5 ROAD STREETSCAPE



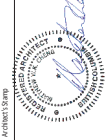
C: GATE TO 8160 NO. 5 ROAD



**MATTHEW CHENG  
ARCHITECT INC.**

1910-2010 2010 AVENUE  
VANCOUVER, BC V6A 2G9  
Tel: (604) 731-3817 / Email: matthew@mc.ca

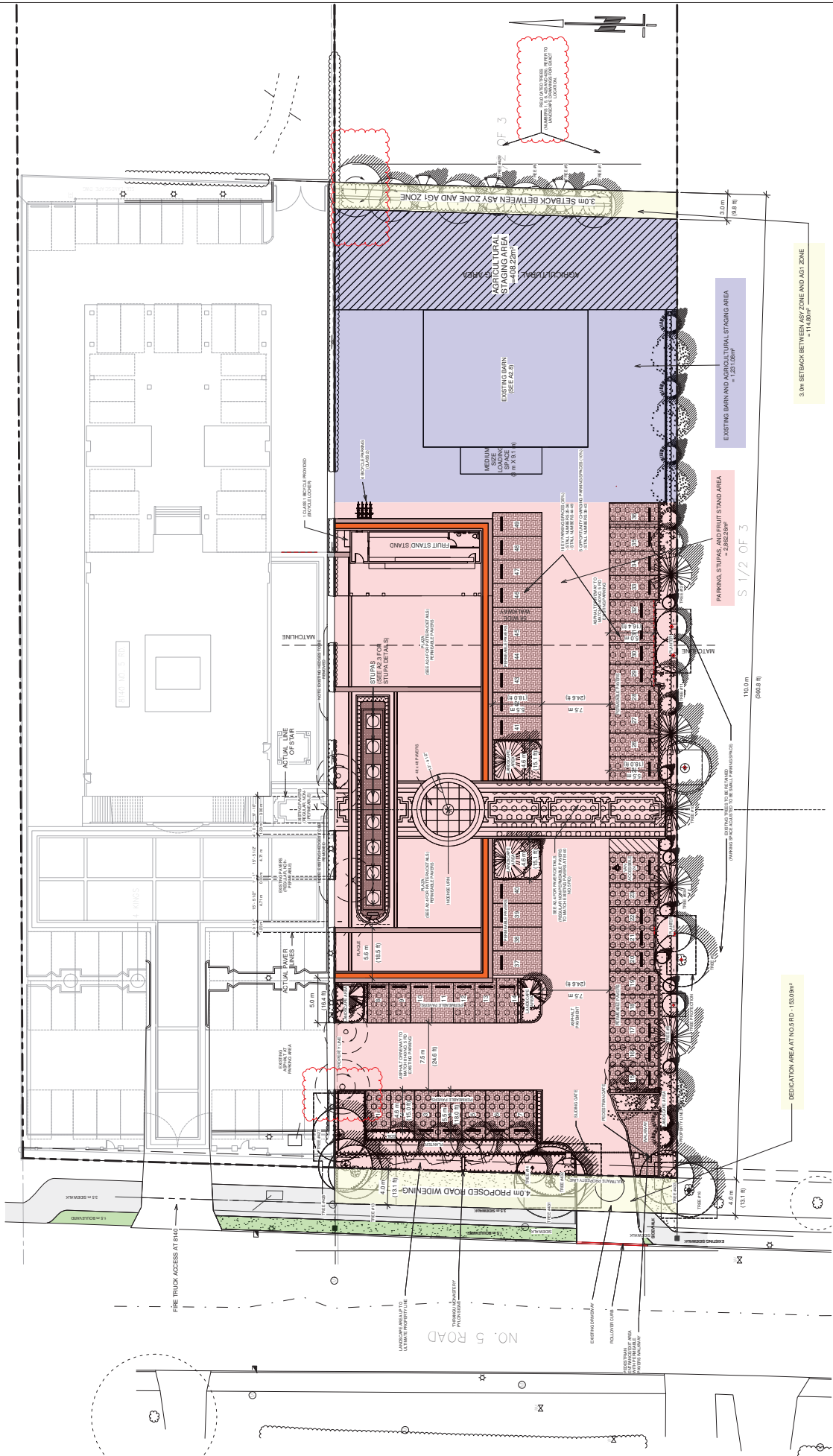
Project Title  
**8160 NO. 5 ROAD,  
RICHMOND, BC**



Drawn: MGSD  
Checked: MC  
Project Number: 21 R RE 01  
Print Code: 421

Scale: As Indicated  
Revision Date: MAY 15, 2025  
Print Date: 5/15/2025 3:48:26 PM

May-15-2025



<div><div>MATTHEW CHENG ARCHITECT INC. 100-210-1070 AVENUE VANCOUVER, BC V6A 2G9 Tel: (604) 731-3017 / Email: matthew@mca.ca</div></div>		<div>THIS DRAWING MUST NOT BE SCALED. THE GENERAL DIMENSIONS SHOWN ARE APPROXIMATE. THE DIMENSIONS SHALL BE REPORTED IMMEDIATELY TO THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 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Tel: (604) 731-3012 / Email: [matthew@mcal.ca](mailto:matthew@mcal.ca)

LINE	DATE	DESCRIPTION	AMOUNT
11	MAY 15, 2025	REISSUED FOR REZONING APPLICATION	
9	JAN. 7, 2025	REISSUED FOR REZONING APPLICATION	
7	APR. 29, 2024	ISSUED FOR BUILDING PERMIT APPLICATION	
6	MAR. 22, 2023	REISSUED FOR REZONING APPLICATION	
3	SEPT. 30, 2022	REISSUED FOR NON-FARM USE APPLICATION	

8160 NO. 5 ROAD,  
RICHMOND, BC

## TREE MANAGEMENT PLAN

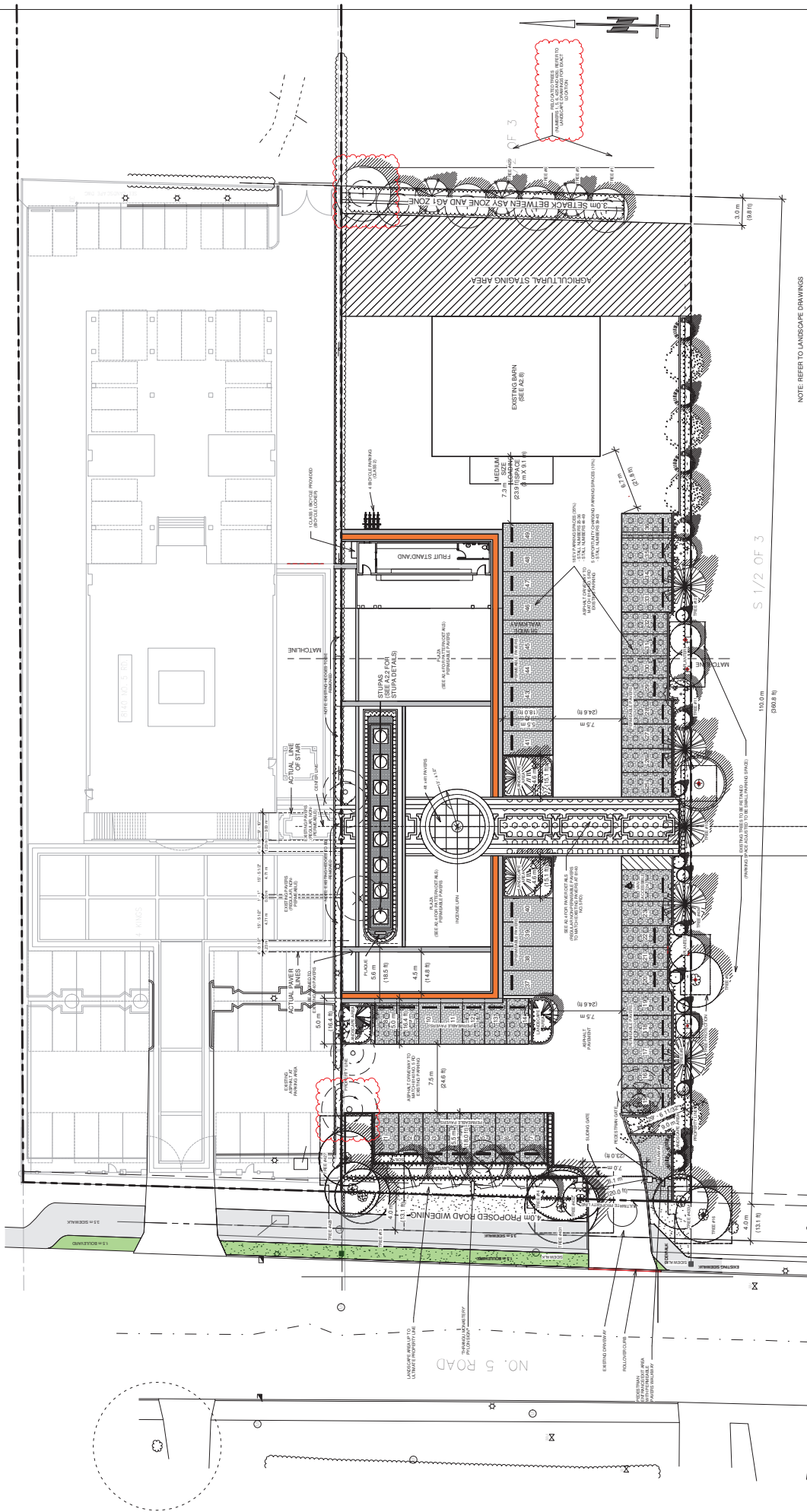
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Author	

 $1/16" = 1'-0"$ Project Number: 21 R RE 01  
Print Code:

Revision Date:  
**MAY 15, 2025**

Sheet No.: A-1

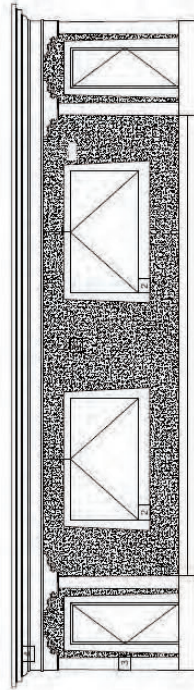
May 16 2025



NOTE: REFER TO LANDSCAPE DRAWINGS

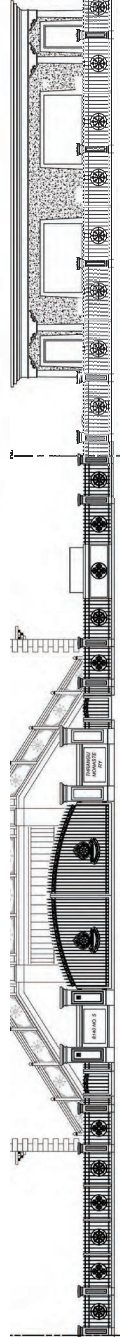




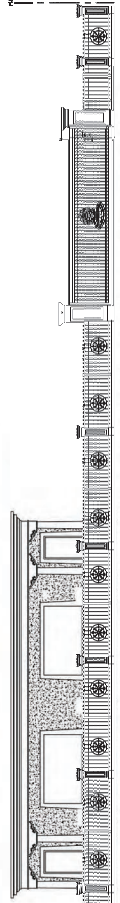


EXTERIOR FINISHES (TO BE COMPATIBLE W/ THRANGU MONASTERY)

- 1 ROCK DASH STUCCO  
Benjamin Moore 2050-40 WILD FLOWER
- 2 PAINTED WINDOW TRIM (BLACK)
- 3 PAINTED PILLAR  
Benjamin Moore 2003-30 BERRY WINE
- 4 PAINTED ROOF CORNICE W/ GOLD LINING  
Benjamin Moore 2003-30 BERRY WINE



THRANGU MONASTERY



FENCE DESIGN ALONG NO. 5 ROAD (PROPOSED DESIGN TO BE COMPATIBLE W/ THRANGU MONASTERY)



NO. 5 ROAD STREETSCAPES



MATTHEW CHENG  
ARCHITECT INC.

100-100-1000 AVENUE  
VANCOUVER, BC V6A 2G9  
Tel: (604) 731-3017 / Email: matthew@mc.ca

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REV	DATE	DESCRIPTION
1	MAY 15, 2023	REQUEST FOR ZONING APPLICATION
2	JAN 27, 2023	REQUEST FOR ZONING APPLICATION
3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
4	MAY 22, 2023	REQUEST FOR ZONING APPLICATION
5	JUN 13, 2023	ISSUED FOR BUILDING PERMIT APPLICATION

Project Title  
8160 NO. 5 ROAD,  
RICHMOND, BC

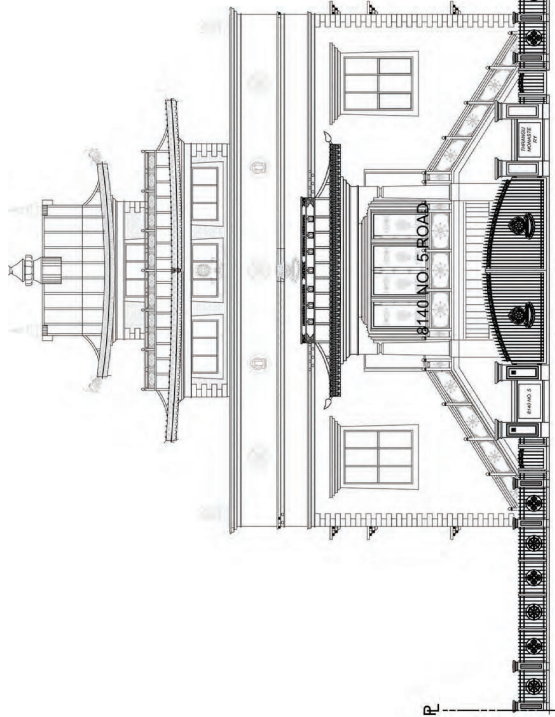
Sheet Title  
STREETSCAPES AND MATERIALS

Architect Stamp	Drawn	GD	Scale
	Checked	MC	
	Project Number	21 R RE 01	Revision Date
	Print Code	421	Print Date

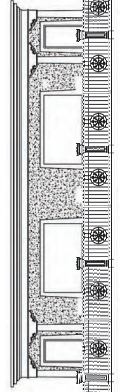
Sheet No.:  
A1.6

May 16 2023





THRANGU MONASTERY



FENCE DESIGN ALONG NO. 5 ROAD (PROPOSED DESIGN TO BE COMPATIBLE W/ THRANGU MONASTERY)



NO. 5 ROAD STREETSCAPES



**MATTHEW CHENG  
ARCHITECT INC.**  
100-100-1000 PARK AVENUE  
VANCOUVER, BC V6A 2G9  
Tel: (604) 731-3817 / Email: matthew@mcia.ca

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REV	DATE	DESCRIPTION
1	MAY 15, 2023	ISSUED FOR ZONING APPLICATION
2	JAN 27, 2023	ISSUED FOR ZONING APPLICATION
3	JAN 27, 2023	ISSUED FOR ZONING APPLICATION
4	JAN 27, 2023	ISSUED FOR ZONING APPLICATION
5	JUN 13, 2023	ISSUED FOR ZONING APPLICATION

Project Title  
**8160 NO. 5 ROAD,  
RICHMOND, BC**

Sheet Title  
**STREETSCAPES AND FENCE DESIGN**

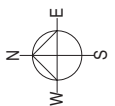
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	Checked	MC	
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	Print Code	421	Print Date

Sheet No.:  
**A1.7**

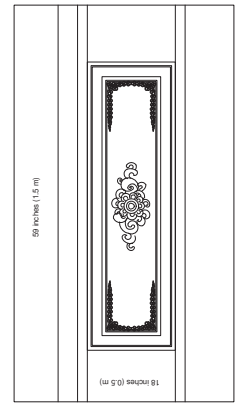
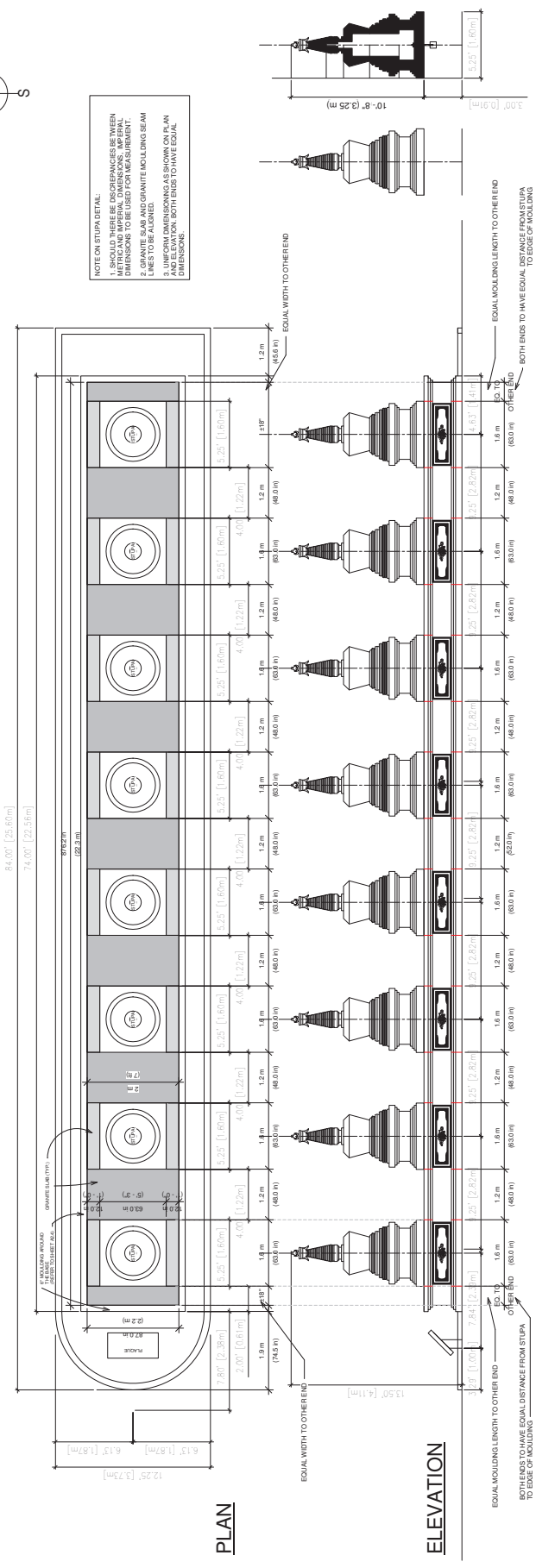






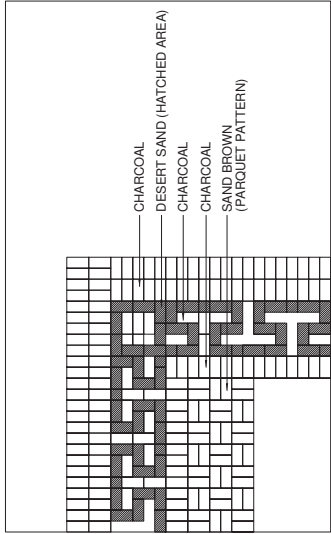


STUPA DESIGN (HEIGHT @ 10'-6")

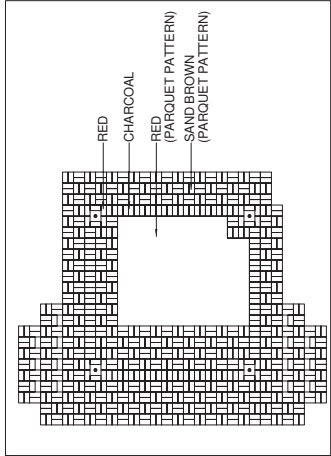


DECORATIVE MOULDING

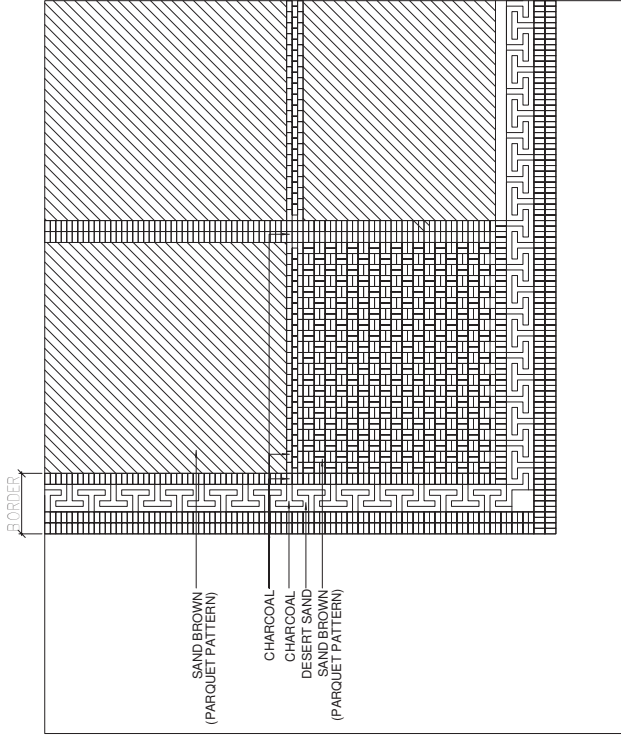
		STUPA PLAN AND ELEVATION		Architect Stamp	Drawn: GD	Scale: 1/4" = 1'-0"
MATTHEW CHENG ARCHITECT INC.		8160 NO. 5 ROAD, RICHMOND, BC		Checked: MC	Project Number: 21 R RE 01	Sheet No.: A2.2
1300 - 670 FINE AVE VANCOUVER, BC V6A 2G9		REVISIONS		Project Date: MAY 15, 2025	Print Date: 5/15/2025 3:49:00 PM	
Tel: (604) 731-3817 / Email: matthew@mc.ca		1. MAY 15, 2025, RESUBMIT FOR ZONING APPLICATION		Print Code: 421		
		2. JAN. 7, 2025, RESUBMIT FOR ZONING APPLICATION				
		3. APR 23, 2024, ISSUED FOR BUILDING PERMIT APPLICATION				
		4. MAY 22, 2024, RESUBMIT FOR ZONING APPLICATION				



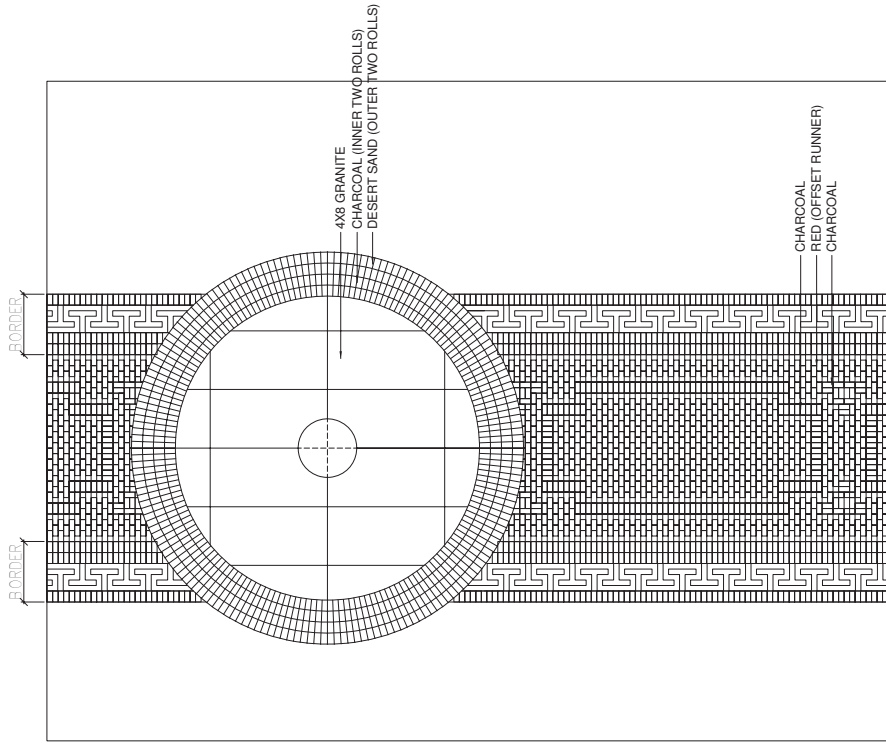
TYPICAL BORDER PAVER PATTERN & COLOURS



GROUND FLOOR ENTRY PAVER PATTERN



TYPICAL PAVER PATTERN & COLOURS



CENTRAL PATH PAVER PATTERN & COLOURS



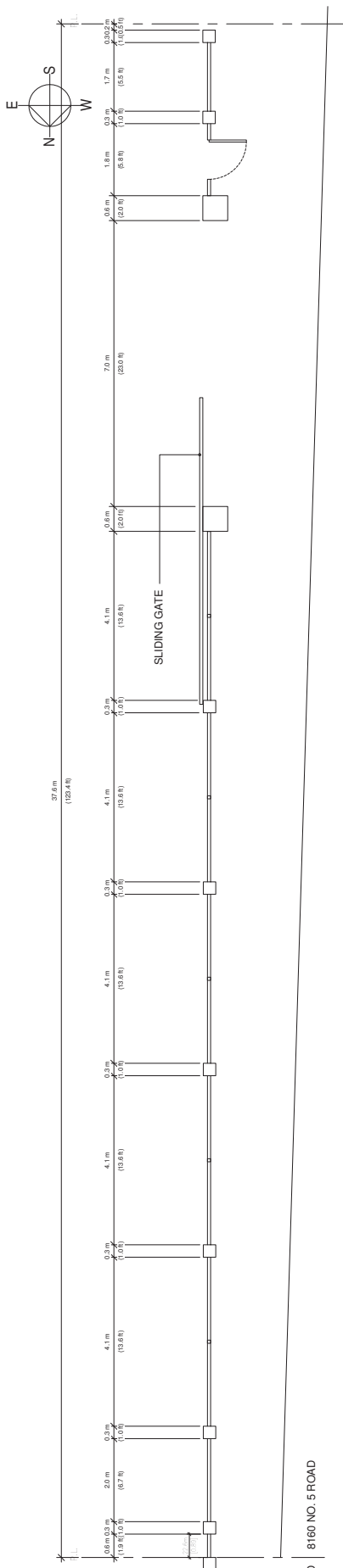
**MATTHEW CHENG  
ARCHITECT INC.**  
 1410-200-1000 AVENUE  
 VANCOUVER, BC V6A 2G9  
 Tel: (604) 731-3817 / Email: matthew@mc.ca

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REV	DATE	DESCRIPTION
1	MAY 15, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
2	JAN 27, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
4	MAY 22, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
5	JUN 13, 2023	ISSUED FOR BUILDING PERMIT APPLICATION

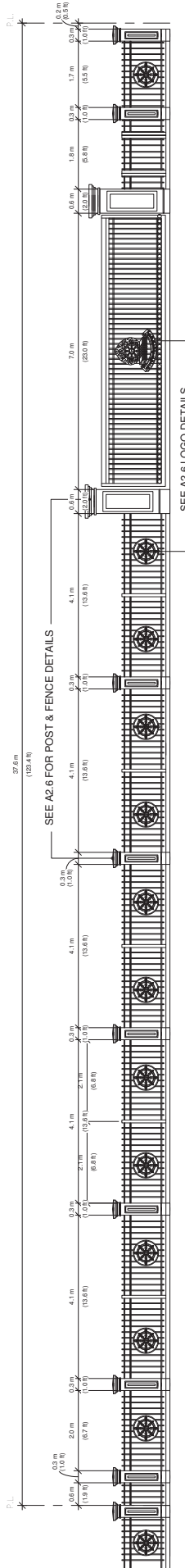
PAVER PATTERN AND COLOUR

Architect Stamp	Scale: 1/4" = 1'-0"
Drawn: GD	Checked: MC
Project Number: 21 R RE 01	Revision Date: MAY 15, 2023
Print Code: 421	Print Date: 5/15/2023 3:49:03 PM
	Sheet No.: A2.4



8140 NO. 5 ROAD

CNCL - 256



ELEVATION



**MATTHEW CHENG  
ARCHITECT INC.**

130-270 PARK AVENUE  
VANCOUVER, BC V6A 2G9  
Tel: (604) 731-3817 / Email: matthew@mc.ca

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REV	TY-AM-BD	DESCRIPTION
1	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
2	JAN 27, 2023	REVISED FOR RE-ZONING APPLICATION
3	JAN 27, 2023	REVISED FOR RE-ZONING APPLICATION
4	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
5	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
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96	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
97	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
98	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
99	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
100	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION

Sheet Title  
GATE PLAN, ELEVATION, & DETAILS

Project Title  
8160 NO. 5 ROAD,  
RICHMOND, BC

Architect Stamp

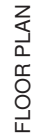
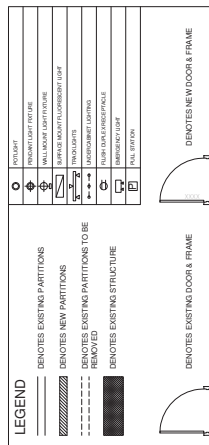
Drawn: GD  
Checked: MC  
Project Number: 21 R RE 01  
Print Code: 421

Scale: 1/4" = 1'-0"

Reason Date: MAY 15, 2025  
Print Date: 5/15/2025 3:49:03 PM

Sheet No.: A2.5

May 15 2025





**MATTHEW CHENG ARCHITECT INC.**

UNIT 202, 473 DUNDAS AVENUE  
VANCOUVER, BC V6B 2N9  
TEL: (604) 733-5827 / Email: matthew@mcad.ca

THE DRAINAGE ACT MAY NOT BE CALLED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LIVES CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER. ALL DIMENSIONS AND LIVES CONDITIONS ARE AND ALL THIS DRAWING IS THE EXCLUSIVE PROPERTY OF MATTHEW CHENG ARCHITECT INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.

REV	DATE	DESCRIPTION
1	10/01/2024	REGISTER FOR TILTING
2	10/01/2024	ISSUE FOR BUILDING PERMIT
3	10/01/2024	ISSUE FOR TILTING PERMIT
4	10/01/2024	APPLICATION
5	10/01/2024	REGISTER FOR TILTING PERMIT

Project Title: **BARN PLAN (EXISTING)**

Address & Site: **8160 NO. 5 ROAD, RICHMOND, BC**

Drawn: **GD**

Checked: **MC**

Project Number: **21 R RE 01**

Print Code: **421**

Scale: **1/4" = 1'-0"**

Revision Date: **MAY 15, 2025**

Sheet No.: **A2.7**

Print Date: **01/15/2025 3:49:04 PM**

Approved & Signed: 

Matthew Cheng Architect Inc.

May 15, 2025





**City of  
Richmond**

**Development Application Data Sheet**  
Development Applications Department

**RZ 23-026410**

**Attachment 3**

Address: 8160 No. 5 Road

Applicant: Matthew Cheng Architect Inc.

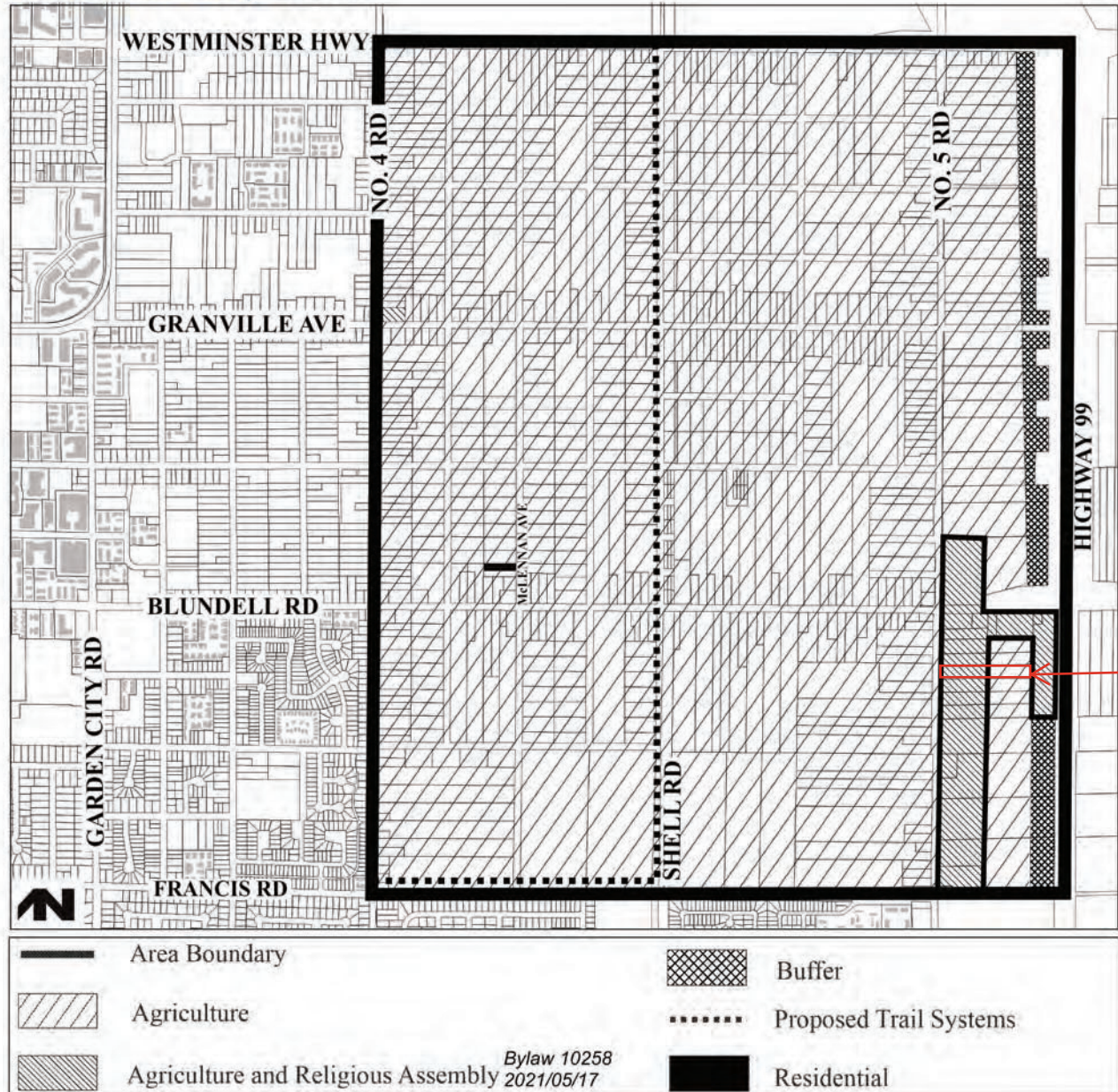
Planning Area(s): East Richmond

	Existing	Proposed
<b>Owner:</b>	Thrangu Monastery	No Change
<b>Site Size (m<sup>2</sup>):</b>	8160 No 5 Road: 2.49 ac (1.01 ha)	8160 No. 5 Road: 2.46 ac (1.0 ha) Consolidation: 1.91 ha (4.71 ac)
<b>OCP Designation:</b>	Agriculture, Community Institutional	No Change
<b>Area Plan Designation:</b>	Agriculture and Religious Assembly	No Change
<b>Zoning:</b>	Agriculture (AG1)	Assembly (ASY), Agriculture (AG1)

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max: 0.5	Complies	None permitted
Lot Coverage (% of lot area):	Building: Max. 35%	Complies	None
Lot Size:	N/A	Consolidation: 1.91 ha (4.71 ac)	None
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 7.5 m Side: Min. 7.5 m	Complies	none
Off-street Parking Spaces – Total:	1 space per 20.0 m <sup>2</sup>	6 spaces	none

# Land Use Map

Bylaw 8791  
2012/09/10



Excerpt from the Meeting Minutes of the  
**Food Security and Agricultural Advisory Committee (FSAAC)**

Thursday, October 27, 2022 – 7:00 p.m.  
Webex

ALR Non-Farm Use Application – 8160 No. 5 Road

Diana Nikolic, Program Manager, Policy Planning, introduced the ALR Non-Farm Use Application and provided the following comments:

- The proposal includes adding 8 religious statues, landscaping, a formal parking area and a roadside stand to sell farm produce as accessory uses to the Thrangu Monastery. These non-farm uses would be limited to the westerly 110 m of the site and the remaining backlands would continue to be farmed.
- Currently, the site is used as an informal overflow parking lot and the remaining portion of the site is farmed and contains greenhouses and an accessory building for farm equipment.
- The site is located within the Official Community Plan (OCP) No 5 Road Backlands Policy area. The policy supports religious assembly uses on the westerly 110 m of the site, subject to the remainder being actively farmed.
- Evidence of farm status is provided for both the subject site (8160 No. 5 Road) and the adjacent Thrangu Monastery (8140 No. 5 Road).
- A similar proposal was considered in 2017. The application was approved by the Agricultural Land Commission (ALC); however, deadlines associated with the ALC's approval were not met and ALC staff have confirmed that a new non-farm use application is required for the proposal to proceed.
- The proposal would include:
  - Consolidation with 8140 No. 5 Road. Consolidation is consistent with policy to increase farming viability by providing options for larger scale agriculture operations.
  - Establishing a 3 m wide landscaped buffer between farming and non-farming uses.
  - Securing a 4 m wide right of way at the rear of the property to facilitate the option of a north/south farm access road that is consistent with the No. 5 Road Backlands Policy.

The applicant's consultants from Matthew Cheng Architect provided the following additional comments:

- Provision of an overview of the proposed site plan, including the location of the stupas (statues), proposed roadside stand and landscape buffer, as well as the relationship between the proposal and existing monastery.

- Supplementary information related to current farm operations, including photo documentation over the years.

In response to questions from the Committee, the applicant's consultants provided the following additional comments:

- Permeable concrete pavers are proposed for the parking area.
- Produce grown on-site will be sold at the roadside stand.
- The site is currently used as informal overflow parking and is generally level requiring little to no site preparation.

Mike Bandy (ALC), suggested the applicant include a timeline estimate for consideration by the ALC to ensure deadlines associated with conditional approvals can be achieved.

The Committee expressed concerns regarding a precedent being set for agricultural properties being used for parking. Staff noted that the OCP Backlands Policy supports religious assembly uses on the westerly 110 m of designated sites, conditional to the backlands being actively farmed and the subject applicant is an accessory use to the existing Thrangu Monastery.

The Committee passed the following motion:

*That the Food Security and Agricultural Advisory Committee support the ALR Non-Farm Use application at 8160 No. 5 Road (AG 22-007407).*

*Carried  
with Cory May and Miles Smart abstained*



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**pmg**  
LANDSCAPE  
ARCHITECTS

Suite C100 - 4885 8th Street Drive  
Richmond BC V6V 2G6  
P: 604.264.0911 F: 604.264.0022

SEAL



NO.	DATE	REVISION DESCRIPTION	DR.
1	21 JUN 21	REV RETAINMENT PLAN	UJ
2	21 JUN 21	REV RETAINMENT PLAN	UJ
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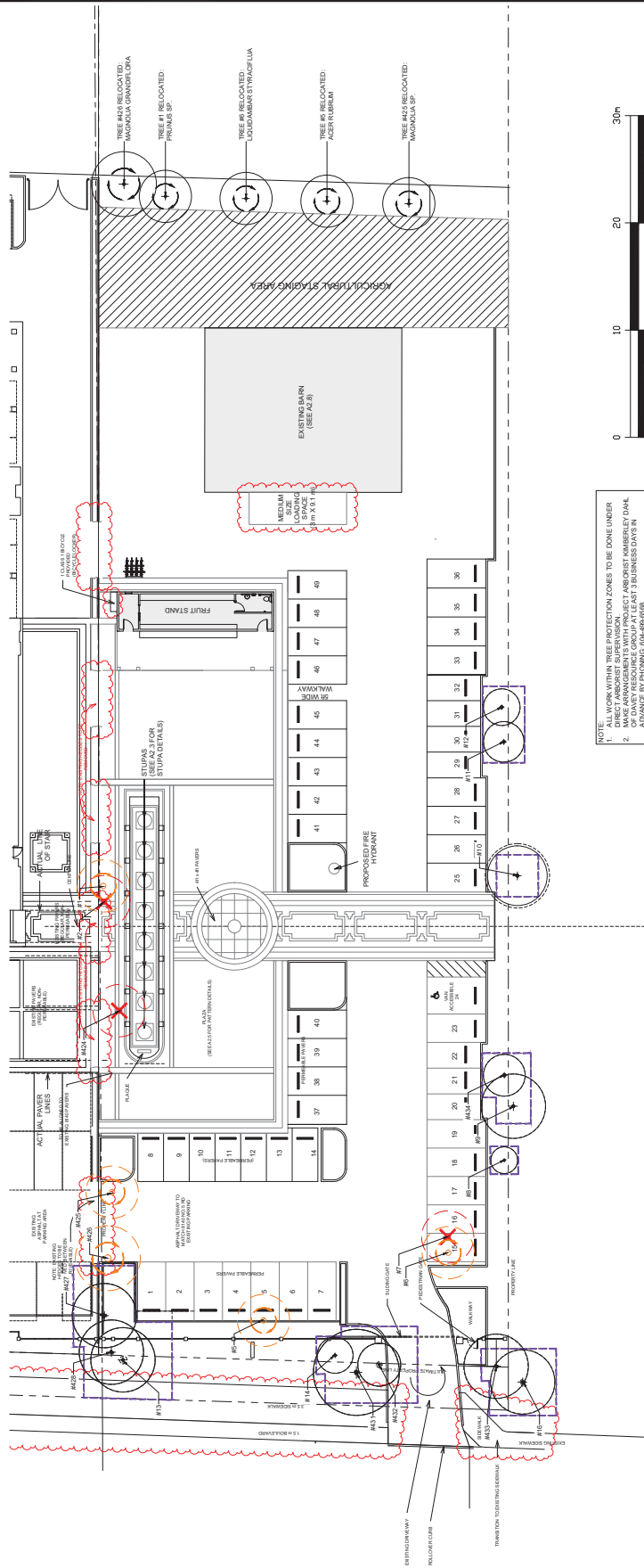
CLIENT:

PROJECT:  
**THRANGU MONASTERY**  
**8160 NO. 5 ROAD**  
**RICHMOND BC**

DRAWING TITLE:  
**TREE MANAGEMENT**  
**PLAN**

DATE: 22 NOV 08  
SCALE: 1/8" = 1'-0"  
DRAWN: CJ  
DESIGN: .  
CHECKED: CW  
PMG PROJECT NUMBER: 22-211

2211-10239



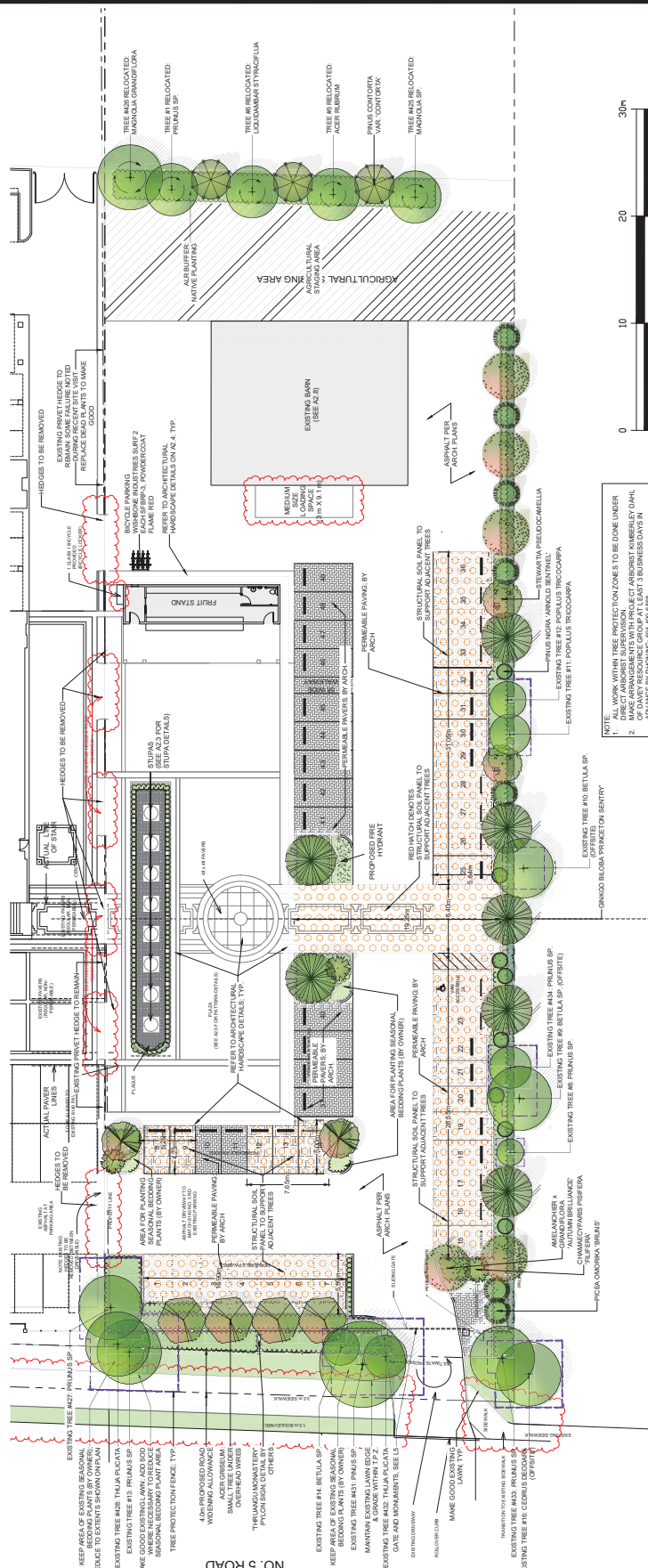
NOTE:  
1. ALL WORK WITHIN TREE PROTECTION ZONES TO BE DONE UNDER  
2. MAKE ARRANGEMENTS WITH PROJECT ARBORIST KIMBERLEY DAHL  
3. TREE #1 AS 405 & 406 ARE TO BE RELOCATED BY A PROFESSIONAL  
4. TREE #100 COMPANY UNDER ARBORIST SUPERVISION

TREE MANAGEMENT LEGEND	
	TREE TO BE RETAINED
	TREE TO BE REMOVED
	TREE TO BE RELOCATED (EXISTING LOCATION)
	TREE TO BE RELOCATED (PROPOSED LOCATION)
	TREE PROTECTION FENCE

NO. 5 ROAD

CNCL - 262





**NOTE:** ALL WORK WITHIN TREE PROTECTION ZONES TO BE DONE UNDER DIRECT ARBORIST SUPERVISION. MAKE ARRANGEMENTS WITH PROJECT ARBORIST KIMBERLEY DAHL OF DAVEY RESOURCE GROUP AT LEAST 3 BUSINESS DAYS IN ADVANCE BY PHONING: 604-499-6568.

[illegible][illegible]

PHOTO COURTESY OF THE U.S. ARMY CORP. OF ENGINEERS



Address: 8160 No. 5 Road

File No.: RZ 23-026410

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, the developer is required to complete the following:**

1. **(ALC Approval)** The applicant is required to demonstrate to the City that approval from the Agricultural Land Commission (ALC) has been granted in writing for the terms articulated by the ALC Resolution.
2. **(Road Dedication)** a 4.0 m wide road dedication along No. 5 Road along the site frontage of 8160 No. 5 Road.
3. **(Lot Consolidation)** Consolidation of all the lots into one development parcel.
4. **(Tree Replacement Security)** Submission of a Landscape Security in the amount of \$6,750.00 (\$750/tree) to ensure that a total of nine replacement trees are planted and maintained on the lot; minimum 6 cm deciduous caliper or 4.0 m high conifers). **NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees.**
5. **(Landscape Security)** Receipt of security for landscaping in the amount of \$274,222.62 (including all materials, installation, and a 10% contingency). To accompany the landscaping security, a legal agreement that sets the terms for use and release of the security must be entered into between the applicant and the City.
6. **(Arborists Contract)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
7. **(Tree Survival Security- City Trees)** Submission of a Tree Survival Security to the City in the amount of \$30,000.00 for the three trees to be retained on City Property (tree tag#13, 431, 432).
8. **(Tree Survival Security- Private Trees)** Submission of a Tree Survival Security to the City in the amount of \$100,000 for the thirteen trees to be retained on Private Property (tree tag# 1, 5, 6, 8, 11, 12, 14, 425, 426, 427, 428, 433, 434)
9. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
10. **(SRW)** Registration of a legal agreement on title that prohibits issuance of a Building Permit until a statutory right-of-way to secure a 4 m wide north/south farm access road is registered on the east portion of the sites (8140 and 8160 No. 5 Road).
11. **(Flood Covenant)** Registration of a new flood plain covenant on title on the new consolidated lot identifying a minimum habitable elevation of 2.9 m GSC and discharge of the existing Flood Plain Covenant BB583950 from 8140 (PID: 027-242-838) concurrently with registration of the new flood plain covenant.
12. **(Access Covenant)** Registration of a legal agreement on title to restrict the southern access point, currently at 8160 No. 5 Road, to emergency vehicles only' the developer must construct a new gate and fencing at the existing southern access point. The new gate and fence design and plans are to be approved by the Director of Development prior to Building Permit issuance. No building permit may be issued unless the gate and fence design are in accordance with the approved plans. The gate must remain closed at all times, except where access is required for emergency purposes, in order to ensure the associated driveway is not used as a second driveway for general traffic.
13. **(No Removal of Landscaping)** Registration of a legal agreement on title to ensure that landscaping planted along No. 5 Road is maintained and will not be abandoned or removed.
14. **(Backlands Covenant)** Registration of a restrictive covenant on the agricultural Backlands specifying its use as agricultural and restricting any non-farm related services or uses.
15. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

16. (Servicing Agreement) Enter into a Servicing Agreement\* for the design and construction of frontage improvements at 8140 and 8160 No. 5 Road. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to, frontage works as stipulated by Transportation and Engineering, including:

Frontage Improvements (including at 8140 No. 5 Road)

- a) Removal of the unused existing driveway letdown located north of the existing driveway at 8160 No. 5 Road;
- b) Construct along the Sites No. 5 Road frontage, from the existing curb and gutter:
  - Minimum 1.5 m boulevard;
  - Minimum 3.5 m sidewalk.
- c) The new frontage improvements are to be transitioned to meet the existing treatments to the north and south of the site.

Water Works

- a) Using the OCP Model, there is 623.0 L/s of water available at a 20 psi residual at the No 5 Road frontage. Based on your proposed development, your site requires a minimum fire flow of 250.0L/s.
- b) At Developer's cost, the Developer is required to:
  - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
  - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
  - iii) Contact the City's Operations (Water Department) to confirm if the existing Ø200mm water service connection WSL233110 at the north-west corner of the No 5 Road frontage is suitable for reuse. Reuse the Ø200mm water service connection if it is suitable for reuse. Otherwise, replace the existing water service connection.
  - iv) Cut, cap, and abandon all other existing water connections at the main.
  - v) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process (or via the servicing agreement process, if one is required).
- c) At Developer's cost, the City will:
  - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works

- d) At Developer's cost, the Developer is required to:
  - i) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
  - ii) Retain all existing storm service connections. Provide a video inspection report of the existing storm service connections and inspection chambers along the No. 5 Road frontage. The report will be reviewed as part of the Servicing Agreement process. Replacement inadequate infrastructure, if required, shall be determined during the Servicing Agreement process.
  - iii) Prioritize new storm sewer drainage tie-ins to the existing storm sewer connection STCN10285.
- e) At Developer's cost, the City will:
  - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Sanitary Sewer Works

- f) At Developer's cost, the Developer is required to:
  - i) Install a new sanitary sewer main centering No. 5 Road from the existing manhole SMH10362 at the south property line of 8140 No. 5 Road to the north property line, approximately 35 meters in length, complete with

a new manhole at the north property line. The exact size and dimensions of the pipe and manholes shall be determined during the Servicing Agreement process.

- ii) Provide a video inspection report of the existing sanitary service connection SCON39184 and inspection chamber at the north-west corner of 8160 No. 5 Road. If adequate, retain the existing sanitary service connection at the north-west corner of 8160 No. 5 Road. Otherwise, remove and replace.
- g) At Developer's cost, the City will:
  - i) Complete all tie-ins for the proposed works to existing City infrastructure.

### **Street Lighting**

- h) At Developer's cost, the Developer is required to:
  - i) Review street lighting levels along all road and lane frontages, and upgrade as required.

### **General Items**

- i) At Developer's cost, the Developer is required to:
  - i) Complete other frontage improvements as per Transportation requirements.
  - ii) Coordinate with BC Hydro, Telus and other private communication service providers:
    - (1) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages, if required.
  - iii) Enter into, if required, additional legal agreements, as determined through the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

### **Prior to Building Permit Issuance, the developer must complete the following requirements:**

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.
4. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

#### **Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.



- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

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Signed

---

Date





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**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10662 (RZ23-026410)  
8160 No. 5 Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation and designating it as “Assembly (ASY)” for the westerly 110 m from No. 5 Road portion of lands legally described as:

P.I.D. 003-574-113, North Half Lot 3 Block A Section 19 Block 4 North Range 5 West New Westminster District Plan 4090

2. Richmond Zoning Bylaw 8500 is amended by:
  - a) Adding the following as a new Additional Uses Section (Section 13.3.3.B) and renumbering previous sections accordingly and inserting the following text into the Additional Uses (Section 13.3.3.B)

**“farm business”**

- b) Inserting the following text into the Other Regulations (Section 13.3.11)

**“13.3.11.8**

Farm Business is permitted only for the following site and the following site is permitted to have one 279 m<sup>2</sup> **Agricultural Buildings and structures** and one 107 m<sup>2</sup> **roadside stand** in support of the **farm business** on the following **site**:

PID 003-574-113

North Half Lot 3 Block A Section 19 Block 4 North Range 5 West New Westminster District Plan 4090; and

3. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10662”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

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CITY OF RICHMOND
APPROVED by JH
APPROVED by Director or Solicitor 

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MAYOR

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CORPORATE OFFICER



# City of Richmond

## Report to Committee




**To:** Planning Committee  
**From:** John Hopkins  
Director, Policy Planning  
**Date:** May 9, 2025  
**File:** 01-0157-30-RGST1/2025-Vol  
01  
**Re:** **Response to Metro Vancouver's Referral: Metro 2050 Regional Growth Strategy  
Amendment Proposed by the City of Delta for the Properties Located at 4800  
and 5133 Springs Boulevard**

### Staff Recommendation

That the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled "Response to Metro Vancouver's Referral: Metro 2050 Regional Growth Strategy Amendment Proposed by the City of Delta for the Properties Located at 4800 and 5133 Springs Boulevard", dated May 9, 2025 from the Director, Policy Planning, be provided to the Metro Vancouver Regional District Board.

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

Att. 1

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

## Staff Report

### Origin

The Metro Vancouver Regional District (MVRD) Board has initiated a process to amend the Metro 2050 Regional Growth Strategy (RGS), in relation to a request from the City of Delta for the properties located at 4800 and 5133 Springs Boulevard (herein called the ‘subject site’).

At its February 28, 2025 regular meeting, the Board of Directors of the Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

*That the MVRD Board:*

- a) initiate the Metro 2050 amendment process for the City of Delta’s requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;*
- b) give first, second, and third readings to “Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025”;*
- c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and*
- d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.*

The City of Delta’s requested amendment to the Metro 2050 RGS involves a regional land use designation amendment to designate the subject site from Agricultural to General Urban. The subject site is located within the Metro 2050 RGS Urban Containment Boundary.

As part of Metro Vancouver’s notification process, the City of Richmond has been invited to provide written comments on the proposed amendments by June 13, 2025 (refer to Attachment 1 for the Metro Vancouver letter and accompanying report).

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

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

*1.1 Continue fostering effective and strategic relationships with other levels of government and Indigenous communities.*

*1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.*

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

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

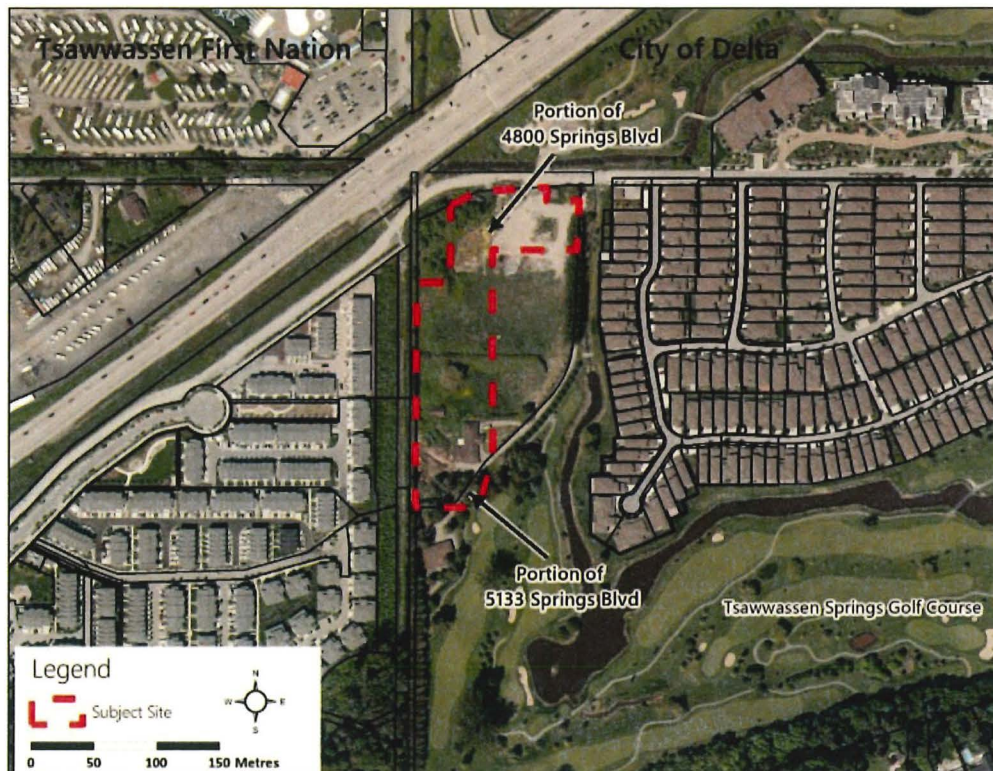
### Findings of Fact

The proposed amendment is a Type 2 amendment in accordance with the criteria and procedures contained in the Metro 2050 RGS, which requires that the amendment bylaw be passed by an affirmative two-thirds weighted vote of the MVRD Board.

#### Development Proposal Information at 4800 and 5133 Springs Boulevard (City of Delta)

The subject site is 1.61 hectares (4 acres) and is surrounded by Tsawwassen Springs residential community to the east, townhouses on Tsawwassen First Nation lands to the west, and Highway 17 to the north. Across Highway 17 is the Tsawwassen Mills shopping centre. The Tsawwassen Springs Golf Course lands is situated to the south and northeast of the subject site. The subject site was approved for exclusion from the Agricultural Land Reserve (ALR) on August 7, 2024. The ALR exclusion approval is conditional to the applicant submitting the required survey plan within three years of the ALR exclusion decision. Figure 1 provides a location map with surrounding context for the subject site.

*Figure 1 – Location Map and Surrounding Context*





The proposed development is to accommodate a low density residential development (60 unit) townhouse complex on the subject site.

## Analysis

### Metro 2050 RGS Amendment at 4800 and 5133 Springs Boulevard (City of Delta)

The proposed amendment to the Metro 2050 RGS is to amend the regional land use designation from Agriculture to General Urban. The remaining part of the Tsawwassen Spring Golf Course is to retain the Agriculture designation and remain in the ALR. Refer to Figure 2 and Figure 3 for maps of the subject site showing the existing and proposed amendments to the Metro 2050 RGS.

*Figure 2 – Existing Metro 2050 RGS*

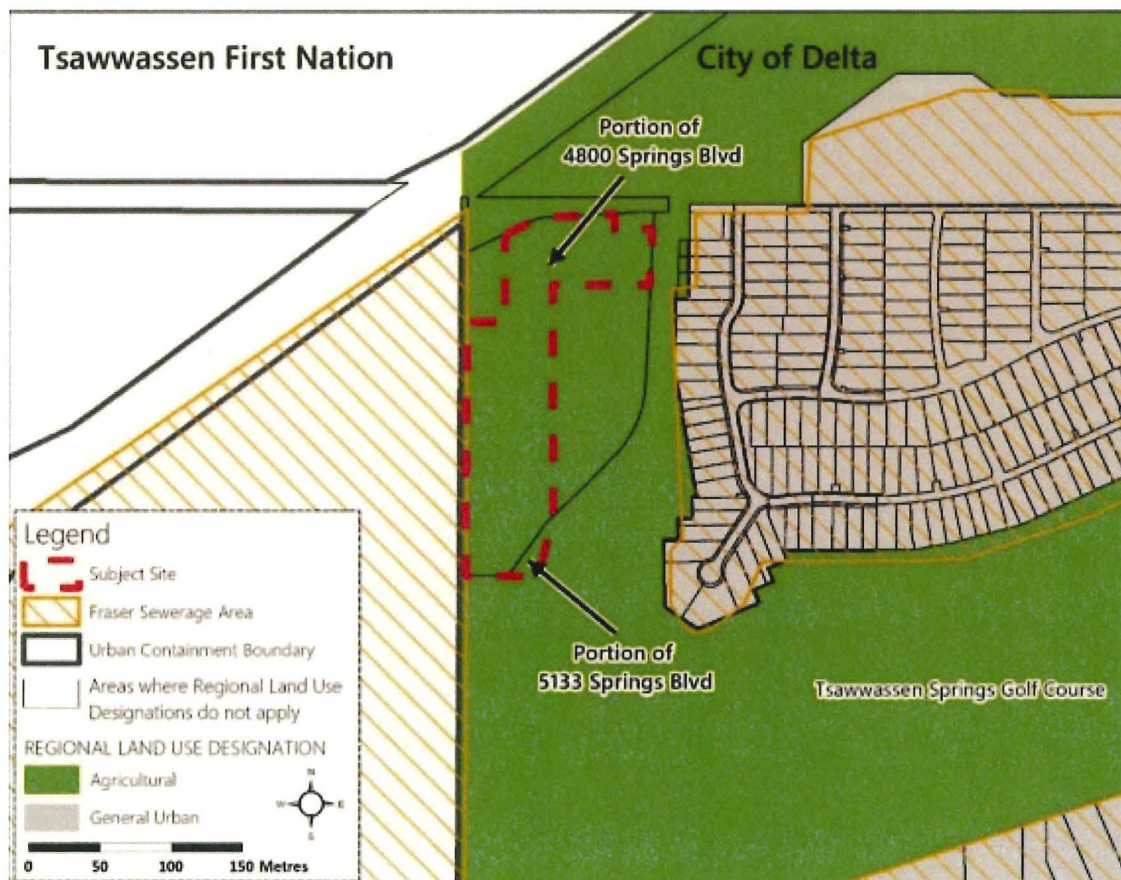
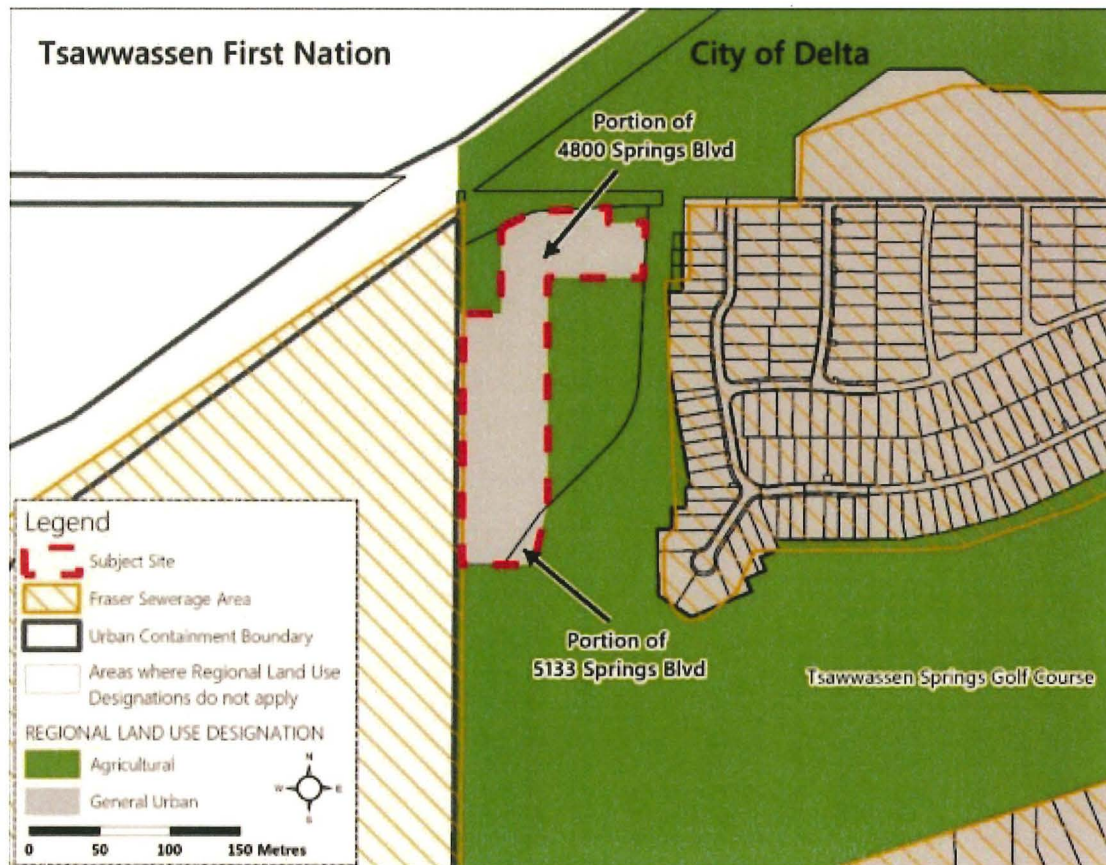


Figure 3 – Proposed Amendment to Metro 2050 RGS



A summary of the regional land use assessment contained in Metro Vancouver's report is as follows:

- The proposed low density residential development on the subject site is generally consistent with the Metro 2050 RGS goal of a compact urban area as the subject site is already contained in the Urban Containment Boundary and is a logical extension of the existing development pattern in the surrounding area that contains residential and commercial/service uses.
- In response to the proposed change in the current Agriculture land use designation, it is noted that previous reports from the consulting agrologist concluded that the subject site's existing soil and hydrology conditions limit the site use for conventional agricultural uses, which were considered and concurred with as part of the ALR exclusion application process.
- The report acknowledges potential impacts of the proposed residential development's general reliance on private vehicles as the primary mode of transportation available, but also notes available public transit that is accessible to the subject site, and existing pathway and sidewalk infrastructure that provide alternative transportation options.

- The proposed General Urban land use designation would allow for a wide range of residential housing types, including townhouses that are included in the subject site's redevelopment proposal. The report notes that this housing type is currently undersupplied in the region relative to demand.

City of Richmond Comments on the Proposed Metro 2050 RGS Amendment

City staff have reviewed Metro Vancouver's report (dated January 15, 2025) and have no comment on the proposed amendment as it has limited impact on the City of Richmond. Staff recognize that the subject site has limited agricultural capability due to its proximity to an active golf course, and adjacent residential community. On this basis, staff recommend that the MVRD Board be advised that the City of Richmond has no comment for the proposed amendment to the Metro 2050 RGS for the subject site at 4800 and 5133 Springs Boulevard (City of Delta).

**Financial Impact**

None.

**Conclusion**

Metro Vancouver has provided information on a proposed amendment to the Metro 2050 Regional Growth Strategy (RGS) in relation to a request from the City of Delta for the properties location at 4800 and 5133 Springs Boulevard (City of Delta) to amend the regional land use designation from Agriculture to General Urban. City staff recommend that the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment.



Kevin Eng  
Planner 3  
(604-247-4626)

KE:cas

Att. 1: Metro Vancouver Letter and Report (excluding attachments)



Office of the Chair  
Tel. 604-432-6215 or via Email  
[CAOAdministration@metrovanancouver.org](mailto:CAOAdministration@metrovanancouver.org)

April 17, 2025

File: CR-12-01  
Ref: RD 2025 Feb 28

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

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

Dear Mayor Malcolm Brodie and Council:

**Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs Boulevard)**

You are invited to provide written comments on a proposed amendment to *Metro 2050*, the regional growth strategy. *Metro 2050* is the regional federation's plan for managing growth coming to Metro Vancouver in a way that: protects important lands like agricultural; ecologically important and industrial lands; contains growth within an urban containment boundary and directs it to transit oriented locations; and supports the efficient provision of utilities and transit. *Metro 2050* contains six regional and parcel-based land use designations that support those objectives. By signing on to *Metro 2050*, if a member jurisdiction aspires to change the land use designation for a site, then, as part of the process, they have agreed to have the Metro Vancouver Board consider the regional implications of the proposed amendment. *Metro 2050* outlines the process for proposed amendments.

The City of Delta is requesting an amendment to *Metro 2050* for a 1.61-hectare site comprising portions of two properties located on Springs Boulevard in the Tsawwassen area. The proposed amendment would redesignate the regional land use of the site from Agricultural to General Urban to accommodate 60 townhouses. The site has received conditional approval from the Agricultural Land Commission for exclusion from the Agricultural Land Reserve.

74170957

At its February 28, 2025 regular meeting, the Board of Directors of the Metro Vancouver Regional District (MVRD) passed the following resolution:

*That the MVRD Board:*

- a) initiate the Metro 2050 amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;*
- b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";*
- c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and*
- d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.*

The proposed amendment is a Type 2 amendment to *Metro 2050*, which requires that an amendment bylaw be passed by the MVRD Board by an affirmative two-thirds weighted vote. For more information on regional growth strategy amendment procedures, please refer to Sections 6.3 and 6.4 in *Metro 2050*. Enclosed is a Metro Vancouver staff report dated January 15, 2025, titled "Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs Boulevard)" providing background information and an assessment of the proposed amendment regarding its consistency with *Metro 2050*.

If you have any questions or wish to comment with respect to the proposed amendment, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, by phone at 604-432-6391 or by email at [jonathan.cote@metrovanancouver.org](mailto:jonathan.cote@metrovanancouver.org) by **June 13, 2025**.

Yours sincerely,



Mike Hurley  
Chair, Metro Vancouver Board

MH/JC/vc

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

Encl: [Metro Vancouver Board report dated January 15, 2025, titled "Metro 2050 Type 2 Proposed Amendment – City of Delta \(4800 and 5133 Springs Boulevard\)" \(pg. 848\)](#)

74170957



To: Regional Planning Committee

From: Mark Seinen, Senior Planner and Charles Pan, Senior Policy and Planning Analyst,  
Regional Planning and Housing Services

Date: January 15, 2025 Meeting Date: February 6, 2025

Subject: **Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs  
Boulevard)**

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**RECOMMENDATION**

That the MVRD Board:

- a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
  - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
  - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
  - d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.
- 

**EXECUTIVE SUMMARY**

The City of Delta is requesting a Type 2 amendment to *Metro 2050* for 4800 and 5133 Springs Boulevard, in the Tsawwassen community. The proposed regional land use designation amendment would re-designate the site from Agricultural to General Urban to accommodate 60 townhouses. The Agricultural Land Commission (ALC) has conditionally approved the exclusion of the site from the Agricultural Land Reserve (ALR).

Staff analysis concludes that, on balance, the proposed amendment is supportable given the scale of the site, the land use context, and the ALC's determination that the land can be excluded from the Agricultural Land Reserve. Further, the proposed amendment is aligned with *Metro 2050*'s goals and strategies based on the following considerations:

- The development is within the Urban Containment Boundary, adjacent to the existing Tsawwassen Springs development and near the Tsawwassen Mills shopping centre;
- The site has nominal agricultural value, small size, constrained roadway access and degraded soils;
- The site has access to transportation options (transit, walking and cycling); and
- There are negligible impacts to regional liquid waste and water services anticipated.

The requested *Metro 2050* Type 2 amendment bylaw requires adoption through an affirmative two-thirds weighted vote of the MVRD Board. As the ALR exclusion is conditional, if the MVRD Board

gives three bylaw readings and refers the amendment for comment, any comments received will be brought back to the Board, and at that time, if the Board supports advancing the amendment, it may direct staff to bring back the bylaw for final reading and adoption once all the exclusion conditions have been met. An updated Regional Context Statement (RCS) reflecting the proposed regional land use designation change must also be approved by the MVRD Board and is required from the City of Delta prior to final reading and adoption of the amendment bylaw.

## **PURPOSE**

This report provides the Regional Planning Committee and the MVRD Board the opportunity to consider the City of Delta's request to amend *Metro 2050* to accommodate 60 townhouses through a Type 2 *Metro 2050* amendment.

## **BACKGROUND**

On September 9, 2024, Delta City Council passed a resolution requesting that the MVRD Board consider a Type 2 Amendment to *Metro 2050* to amend the regional land use designation of the site located at 4800 and 5133 Springs Boulevard from Agricultural to General Urban (Attachment 1). On November 29, 2024, Metro Vancouver received the City of Delta's request to consider the proposed *Metro 2050* amendment.

The proposed development site is currently part of the Agricultural Land Reserve (ALR). On August 7, 2024, the Agricultural Land Commission (ALC) conditionally approved the exclusion of the land from the ALR for residential development, subject to the submission of a survey plan within three years of the decision (Attachment 1).

Since the ALR exclusion is conditional, the MVRD Board can advance the bylaw amendment to *Metro 2050* but cannot give final reading and adoption until the ALR exclusion conditions have been satisfied. *Metro 2050* policy action 2.3.4 states:

*Work with the Agricultural Land Commission (ALC) to protect the region's agricultural land base and not consider amending the Agricultural or Rural regional land use designation of a site if it is still part of the Agricultural Land Reserve (ALR). However, where the ALC has provided conditional approval to exclude land from the ALR, the Metro Vancouver Board may also provide conditional approval of a regional land use designation amendment for the exclusion site, subject to the ALC exclusion conditions being met.*

## **SITE CONTEXT**

The subject site is 1.61 hectares (4 acres) of mostly vacant land with a detached home on its south end. It includes portions of two parcels: most of the proposed development sits on 4800 Springs Boulevard and a small portion sits on 5133 Springs Boulevard, which is the Tsawwassen Springs Golf Course property. The proposed development is flanked by the Tsawwassen Springs residential community to the east, townhouses on Tsawwassen First Nation lands to the west, and Highway 17 to the north. Across Highway 17 sits the Tsawwassen Mills shopping centre and a water slide park. The site is part of the ALR but has received conditional exclusion. It sits outside the Fraser Sewerage Area but within the regional Urban Containment Boundary.

**Figure 1. Site Context**



The City of Delta's 1985 Official Community Plan (OCP) designates the 4800 Springs Boulevard portion as Private Recreational Areas (CR) in the Future Land Use Plan (Schedule A) and as Major Parks and Recreational Areas (P) in the Tsawwassen Future Land Use Plan (Schedule D.1). Both schedules designate the 5133 Springs Boulevard portion as Tsawwassen Golf and Country Club (TGCC). The City's Zoning Bylaw zones the 4800 Springs Boulevard portion as Private Recreation (C5) and the 5133 Springs Boulevard portion as Comprehensive Development Zone No. 360-1 (CD360-1). The regional land use designation in *Metro 2050* for both portions is Agricultural (Figure 2).

Although the City of Delta passed a more recent OCP bylaw in 2024, it contains an exception clause specifying that the lands involved in this application are subject to the provisions and land use designations in the earlier 1985 OCP bylaw. More site information can be found in the City of Delta's staff report (Attachment 1), and a summary of the existing site description is provided in Table 1.

**Table 1. Existing Site Description**

<b>Site Size</b>	1.61 hectares (4 acres)
<b>Site Location</b>	4800 and 5133 Springs Boulevard, Delta
<b>Current Metro 2050 Regional Land Use Designation</b>	Agricultural
<b>Current City OCP Designation</b>	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> <li>Private Recreational Areas (CR) (in Future Land Use Plan)</li> </ul>



	<ul style="list-style-type: none"> <li>Major Parks and Recreational Areas (P) (in Tsawwassen Future Land Use Plan)</li> </ul>
	Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> <li>Tsawwassen Golf and Country Club (TGCC)</li> </ul>
<b>Current Zoning</b>	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> <li>Private Recreation (C5)</li> </ul> Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> <li>Comprehensive Development Zone No. 360-1 (CD360-1)</li> </ul>
<b>Within the Urban Containment Boundary</b>	Yes
<b>In the Agricultural Land Reserve</b>	Yes, but has received conditional exclusion
<b>In the Fraser Sewerage Area</b>	No

### PROPOSED REGIONAL LAND USE DESIGNATION AMENDMENT

The proposed amendment would change the subject site's regional land use designation from Agricultural to General Urban. Per *Metro 2050* policy action 6.3.3 b), this is a Type 2 amendment because the subject site is designated Agricultural.

The proposal would amend the City of Delta's OCP for the subject site to accommodate 60 townhouses on the site. The proposed land use changes are outlined in Table 2.

**Table 2. Current and Proposed Site Designations**

	<b>Current</b>	<b>Proposed</b>
<b>Metro 2050</b>	Agricultural	General Urban
<b>OCP</b>	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> <li>Private Recreational Areas (CR) (in Future Land Use Plan)</li> <li>Major Parks and Recreational Areas (P) (in Tsawwassen Future Land Use Plan)</li> </ul> Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> <li>Tsawwassen Golf and Country Club (TGCC)</li> </ul>	Tsawwassen Golf and Country Club (TGCC)
<b>Zoning</b>	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> <li>Private Recreation (C5)</li> </ul> Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> <li>Comprehensive Development Zone No. 360-1 (CD360-1)</li> </ul>	Comprehensive Development Zone No. 360-5 (CD360-5)

Should the application proceed, an updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change will be required. It is expected that the City of Delta will submit an updated RCS for consideration at the time of final reading and adoption, should the MVRD Board choose to initiate the proposed amendment process and give initial readings to the *Metro 2050* amendment bylaw.

Figure 2. Existing Regional Land Use Designation

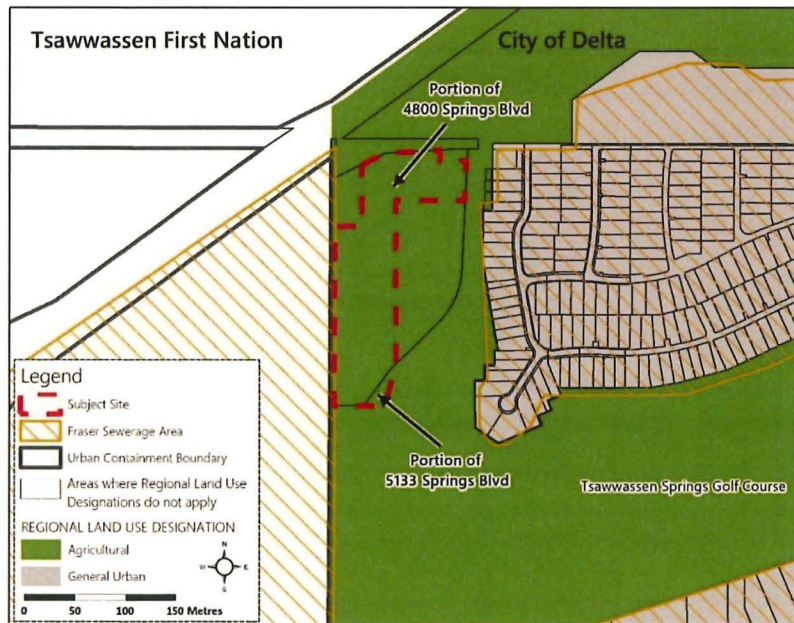
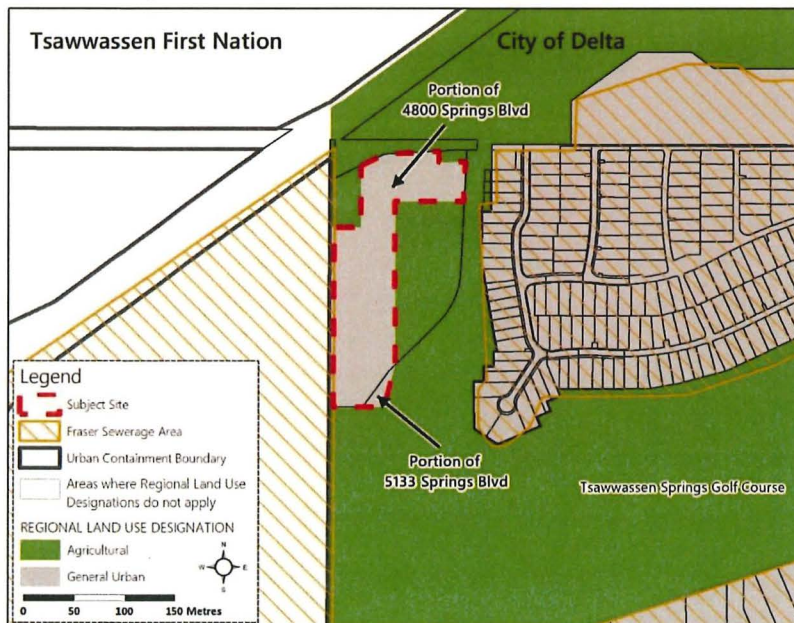


Figure 3. Proposed Regional Land Use Designation



### REGIONAL PLANNING ANALYSIS

The City of Delta's proposed *Metro 2050* amendment has been assessed in relation to the applicable *Metro 2050* goals and policies. The intent of the assessment is to identify any potential regional planning implications and the regional significance of the proposed land use changes in consideration of *Metro 2050*, not to duplicate the municipal planning process. Staff's role in assessing amendment requests is primarily to consider any implications to the shared *Metro 2050*



vision, goals, and strategies from a long-term, regional perspective. A summary of the regional analysis is provided as follows.

Goal 1: Create a Compact Urban Area

Goal 1 of *Metro 2050* includes strategies to concentrate urban development within the Urban Containment Boundary and direct growth to Urban Centres and transit corridors, with an aim to support the development of resilient, healthy, connected, and complete communities with a range of services and amenities.

*Consideration 1: Contain urban development within the Urban Containment Boundary*

The subject site is located within the Urban Containment Boundary (UCB), supporting the *Metro 2050* target to focus 98 percent of the region's dwelling unit growth within the UCB.

*Consideration 2: Focus growth in Urban Centres and Frequent Transit Development Areas*

The proposed development is not located within an Urban Centre, Frequent Transit Development Area (FTDA) or Major Transit Growth Corridor. However, the small site is adjacent to the existing Tsawwassen Springs development, and ostensibly is an extension of that community. Given the size of the site and its land use context, the regional implications of this redesignation from a *Metro 2050* Goal 1 perspective are small.

*Consideration 3: Develop resilient, healthy, connected, and complete communities with a range of services and amenities*

The proposed development will complement the development of resilient, healthy, connected, and complete communities. Services – including grocery, restaurants and retail – are available in the Tsawwassen Mills outlet mall and neighbouring Tsawwassen Commons shopping centre; however, many of these services are located more than one kilometre away. Although the proposed development does not feature community amenities, the nearby Tsawwassen Springs development features amenities such as a café, restaurant, and fitness centre.

Goal 2: Support a Sustainable Regional Economy

Goal 2 of *Metro 2050* includes strategies to promote land development patterns that support a diverse regional economy. This includes the protection and enhancement of the region's supply of industrial and agricultural lands, while supporting employment opportunities close to where people live.

*Consideration 1: Protect the supply of agricultural land and strengthen agricultural viability*

Although the subject site may accommodate limited, non-soil-based agricultural activities or support services, agrologist reports have concluded that the site's degraded soil, limited access, and altered hydrology render it unsuitable for conventional agricultural purposes. The Agricultural Land Commission has concurred with the agrologist reports in its conditional approval of ALR exclusion.

To mitigate any impact to agricultural lands the landowner is providing a \$1,000,000 contribution to support agricultural capital works within the City of Delta. Further, the owner will include a 2.6-hectare property in Deroche, BC in the ALR in recognition of its suitability for agricultural uses.

While located outside the Metro Vancouver region, this contribution provides a benefit to agriculture within the province.

Goal 3: Protect the Environment, Address Climate Change, and Respond to Natural Hazards

Goal 3 of *Metro 2050* includes strategies to protect, enhance, restore and connect ecosystems while advancing land uses that reduce greenhouse gas emissions and improve resilience to climate change impacts.

*Consideration 1: Protect, enhance, restore, and connect ecosystems*

The proposed amendment may contribute to the *Metro 2050* target of increasing regional tree canopy cover within the Urban Containment Boundary to 40 percent by 2050. While the development would result in the removal of 84 existing trees, the developer has committed to planting 172 replacement trees. However, the ultimate impact on tree canopy cover will depend on factors such as tree species selection, soil conditions, irrigation practices, and maintenance.

*Consideration 2: Advance land use, infrastructure, and human settlement patterns that reduce energy consumption and greenhouse gas emissions, create carbon storage opportunities, and improve air quality*

The proposed amendment has the potential to negatively impact greenhouse gas emissions and air quality given its relatively car-dependent location. Given the high reliance on private vehicles in the Tsawwassen area, with 85 percent of commuters utilizing private vehicles, it is anticipated that the majority of trips generated from this development will also rely on private vehicles. Further, residents in this area exhibit longer average daily driving distances, with Delta residents driving an average of 26 kilometers per day, 41 percent higher than the regional average. However, the site is located near community amenities at Tsawwassen Springs, and the relatively small number of housing units proposed will generate a modest number of vehicle trips

Goal 4: Provide Diverse and Affordable Housing Choices

Goal 4 of *Metro 2050* includes strategies that encourage greater supply and diversity of housing to meet a variety of needs.

*Consideration 1: Expand the supply and diversity of housing to meet a variety of needs*

The proposed development will introduce 60 strata townhomes, a housing form currently undersupplied in the region relative to demand. However, once a regional land use designation is amended, development proposals may change with no further Metro Vancouver involvement. For this reason, analysis of *Metro 2050* alignment focuses on land use (i.e. General Urban), rather than the specifics of a development proposal.

Goal 5: Support Sustainable Transportation Choices

Goal 5 of *Metro 2050* includes strategies that encourage the coordination of land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking, and support the safe and efficient movement of vehicles for passengers, goods and services.

*Consideration 1: Coordinate land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking*

The proposed development has modest access to transit. Two bus services, the 609 and 620, are located about 800 metres away on 52 Street and Highway 17, respectively. Neither route meets Frequent Transit Network service levels: the 620 is a Standard service (i.e. peak frequencies of 15 to 30 minutes) and the 609 is a Basic service (i.e. peak frequencies of 30 to 60 minutes). These routes provide access to the Tsawwassen Ferry Terminal, Bridgeport Station on the Canada Line, and other destinations in Tsawwassen, Ladner and Richmond. Both bus stops may be reached via connected sidewalk networks.

A multi-use path runs along 52 Street, providing access to the Tsawwassen Mills shopping centre and other retailers, including grocers, on the north side of Highway 17. The City of Delta's OCP includes a long-term vision to construct a grade-separated pedestrian and cyclist connection on 52 Street over Highway 17, which would further enhance north-south connectivity.

Springs Boulevard is a designated bicycle route with shared-lane markings between the proposed development and 52 Street. This facility type will not be comfortable for all cyclists. The proponent may wish to consider street improvements to Springs Boulevard, such as speed bumps, crosswalks or other traffic calming measures, to limit the speed of vehicles traveling through the Tsawwassen Springs golf community.

Overall, given the land use context, sufficient alternative transportation opportunities are available.

#### **IMPLICATIONS FOR METRO VANCOUVER UTILITY SERVICES**

As summarized below, the proposed development is anticipated to have negligible impacts on Metro Vancouver's utility services.

##### Liquid Waste Services (GVS&DD)

The flows from the subject site will be conveyed for about 20 km to the Metro Vancouver system at South Surrey Interceptor Delta Section (SSD) via Delta's sewer system. The proposed development would have negligible impacts on the Metro Vancouver system despite the expansion of the Fraser Sewerage Area.

##### Water Services (GVWD)

The proposed development would ultimately be supplied by the GVWD's 900 mm diameter South Delta Main No. 2 via Delta's water system. The proposed land uses are expected to have negligible hydraulic impacts on GVWD's transmission system.

#### **REGIONAL PLANNING ADVISORY COMMITTEE COMMENTS**

An information report and presentation on the amendment application was provided to the Regional Planning Advisory Committee (RPAC) for comment on January 17, 2025. Staff from the City of Delta presented on the amendment application and no questions or comments were received from RPAC members.

#### **REGIONAL CONTEXT STATEMENT**

An updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change is required from the City of Delta prior to final adoption of the amendment

bylaw. On September 9, 2024, Delta City Council approved a resolution to authorize staff to submit an updated RCS reflecting the proposed amendments. It is expected that the City will submit the updated RCS for consideration of acceptance if the Board chooses to initiate the proposed amendment process for *Metro 2050* and gives 1st, 2nd and 3rd readings to the *Metro 2050* amendment bylaw. The updated RCS will then be considered alongside the final adoption of the amendment bylaw, which will be brought to the Board once all ALR exclusion conditions have been satisfied. This process is in alignment with *Metro 2050* and its associated implementation guidelines. Once received, the Metro Vancouver Board has 120 days to accept or not accept the RCS as per the *Local Government Act*.

#### **METRO 2050 AMENDMENT PROCESS AND NEXT STEPS**

If the amendment is initiated, and the associated amendment bylaw receives 1st, 2nd, and 3rd readings, it will then be referred to all affected local governments (including member jurisdictions, TransLink and adjacent regional districts), local First Nations, and the Agricultural Land Commission. It will be posted on the Metro Vancouver website for a minimum of 45 days to provide an opportunity for comment. All comments received will be summarized and included in a report to the MVRD Board.

*Metro 2050* identifies additional public engagement opportunities that may be used at the discretion of the MVRD Board, including: appearing as a delegation to the Regional Planning Committee or the MVRD Board when the amendment is being considered; conveyance of comments submitted from the respective local public hearing to the MVRD Board; and hosting a public information meeting (digitally or in person).

#### **Removing ALR Exclusion Conditions**

Because of legislative and *Metro 2050* requirements, the Board cannot give final reading and adoption to this amendment bylaw until all ALR exclusion conditions have been met and the ALC confirms the lands have been fully excluded from the ALR. The length of time an applicant has to meet the ALR exclusion conditions varies and may take several years before coming back to the Board.

If the Board gives three readings to this amendment bylaw and refers it out for comment, a report will be prepared with any referral comments and brought back to the Board after the comment period ends (typically 45-60 days). At that time, if the MVRD Board supports advancing the bylaw to final adoption, it may direct staff to bring back the bylaw for final reading and adoption once all ALR exclusion conditions are met. Likewise, if the Board receives referral comments and does not support advancing the bylaw amendment, it may decline the application at that stage and direct staff to notify the applicant of its decision.

If the Board gives final approval and adopts the bylaw amendment, then the City of Delta would need to apply to the GVS&DD Board to expand the regional sewerage area.



## ALTERNATIVES

1. That the MVRD Board:
  - a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
  - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
  - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
  - d) direct staff to notify in-region First Nations via referral offices to provide an opportunity for comment on the proposed amendment as per previous Board direction.
2. That the MVRD Board:
  - a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
  - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
  - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*;
  - d) direct staff to notify in-region First Nations via referral offices to provide an opportunity for comment on the proposed amendment as per previous Board direction; and
  - e) direct staff to commence an enhanced public engagement process, including hosting a regional public information meeting.
3. That the MVRD Board decline the proposed amendment for 4800 and 5133 Springs Boulevard and notify the City of Delta of the decision.

## FINANCIAL IMPLICATIONS

If the MVRD Board chooses Alternatives 1 or 2, there are no financial implications for Metro Vancouver related to the initiation of the proposed amendment. If the MVRD Board chooses Alternative 3, a dispute resolution process may take place as prescribed by the *Local Government Act*. The cost of a dispute resolution process is prescribed based on the proportion of assessed land values. Metro Vancouver would be responsible for most of those associated costs.

## CONCLUSION

The proposed Type 2 amendment is supportable given the scale of the site, the land use context, and the ALC's determination that the land can be excluded from the Agricultural Land Reserve. Further, the proposed amendment is aligned with *Metro 2050*'s goals and strategies based on its location with the Urban Containment Boundary, proximity to existing residential development and commercial services, and availability of transportation alternatives. Negligible impacts to regional liquid waste and water services are anticipated. Staff recommend Alternative 1.



# City of Richmond

## Report to Committee

**To:** General Purposes Committee  
**From:** Peter Russell  
Director, Housing  
**Date:** May 7, 2025  
**File:** 08-4057-05/2025-Vol  
01  
**Re:** **Housing Agreement Amendment Applications to Update Low-End Market  
Rental Rents in Two Developments**

### Staff Recommendations

1. That Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673 be introduced and given first, second, and third readings; and
2. That Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647 be introduced and given first, second, and third readings.

Peter Russell  
Director, Housing  
(604-276-4130)  
Att. 1

REPORT CONCURRENCE		
<b>ROUTED TO:</b> Development Applications Law	<b>CONCURRENCE</b> ✓ ✓	<b>CONCURRENCE OF DEPUTY CAO</b> 
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

This report outlines requests from two property owners to amend the definitions of permitted rent and eligible tenants in their housing agreements.

On November 12, 2024, Council approved changes to the City's Low-End Market Rental (LEMR) Program, updating the permitted rents and income thresholds as described in the report titled "Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing" dated October 16, 2024.

The updated rates, now set at 10% below CMHC market averages, reflect current market conditions and, therefore, provide for increased development viability and improved long-term financial sustainability, the latter relating to ongoing operations, including for non-profit operators.

The updated rates apply to housing agreements for new or in-stream development applications. The updated rates can be applied to existing agreements where an amending bylaw is adopted by Council. At the time of updating LEMR rent and income thresholds for new housing agreements, staff outlined that updates to existing agreements would be presented to Council for consideration on a case-by-case basis.

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

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

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

### Analysis

Two applications have been received to implement the updated rates endorsed in November, 2024. The scale and occupancy status of each housing development covered by the housing agreements is described in Attachment 1.

Both amending bylaws, if adopted, would have the effect of repealing and replacing the existing housing agreements. The repeal and replace approach ensures consistency in the terms of the agreements and lessens the administrative burden of oversight and enforcement when carrying out the statutory declaration process. In addition to amendments pertaining to rents and income thresholds, the changes include minor drafting updates that modernize the older agreements without altering the core obligations of the owner. Notable changes to the agreements are outlined below:

- Both of the applications seek amendments to the definitions of "permitted rent" and "eligible tenant". Council's approval of the requested amendments would bring maximum rent rates

and income thresholds into alignment with the rates established within the City's updated LEMR Program framework. Specifically, the amendments would set permitted rent rates at 10 per cent below CMHC average market rents applicable to the City of Richmond, and income thresholds would be set at the point at which annual rents reflect 30 per cent of the gross (before-tax) household income.

- Both amendment bylaws include a provision that would allow the LEMR owner to charge tenants for parking subject to Council's approval enabling such an option.


The amendments cover a total of nine units. Three units are constructed and six units are under construction. The tenants occupying the three constructed units would not be impacted by the increased rental rates as their existing rents are subject to the protections provided under the *Residential Tenancy Act*.

### **Financial Impact**

None

### **Conclusion**

The proposed housing agreement amendments align maximum permitted rents and tenant eligibility with the rates and limits endorsed by Council in November, 2024.



Cade Bedford  
Planner 2, Affordable Housing  
(604-247-4916)

Att. 1: Summary of Housing Agreements Amendments



**Attachment 1****Summary of Housing Agreements Amendments**

<b>Owner / Beneficial Owner</b>	<b>Rezoning Address</b>	<b>No. of LEMR units</b>	<b>Construction / Occupancy Status</b>	<b>Operator / Future Owner</b>	<b>Bylaw</b>
Cavendish Drive Holdings Ltd.	10140 No. 1 Road	6	Under construction, completion is expected in June 2025	Non-Profit Organization	Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490
Hamilton Village Limited Partnership	23233 Gilley Road	3	Completed 2020	To be purchased by Non-Profit Organization	Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No.9552



**Housing Agreement  
(10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive)  
Bylaw No. 10490, Amendment Bylaw No. 10673**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **"Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED for content by originating Division <i>CAB</i>
APPROVED for legality by Solicitor <i>ML</i>

Schedule 1 to Bylaw 10673

**SCHEDULE A**

**To Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490**

**HOUSING AGREEMENT BETWEEN CAVENDISH DRIVE DEVELOPMENT  
LIMITED PARTNERSHIP AND CAVENDISH DRIVE HOLDINGS LTD. AND THE  
CITY OF RICHMOND**

**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**  
**(Section 483 *Local Government Act*)**

THIS AMENDMENT is dated for reference \_\_\_\_\_, 2025.

BETWEEN:

**CAVENDISH DRIVE DEVELOPMENT LIMITED PARTNERSHIP**  
(Reg No. LP0858046), a limited partnership duly formed under the laws of  
the Province of British Columbia and having its registered office at 700 –  
401 West Georgia Street, Vancouver, BC V6B 5A1

(the “**Beneficiary**”)

AND:

**CAVENDISH DRIVE HOLDINGS LTD.** (Incorporation No. BC1323785),  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 700 – 401 West Georgia Street,  
Vancouver, BC V6B 5A1

(the “**Nominee**”, together with the Beneficiary, the “**Owner**”)

AND:

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

(the “**City**”)

**WHEREAS:**

- A. The Beneficiary is the beneficial owner and the Nominee is the registered owner of the Lands;
- B. The Owner applied to the City for permission to rezone the Lands, pursuant to Rezoning Application No. RZ 18-820669 (the “**Rezoning**”), to permit the construction of the Development on the Lands;
- C. As a consideration of Rezoning, the Owner and the City entered into a housing agreement dated for reference November 16, 2023 (the “**Original Agreement**”) to provide for affordable housing on the Lands in furtherance of the Affordable Housing Strategy, which was approved by Council for the City under Housing Agreement Bylaw No. 10490 and Amendment Bylaw 10673; and
- D. The Owner and the City wish to amend and restate the Original Agreement to, among other things, revise the maximum rent and maximum household income requirements under the Original Agreement.

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

8026796

**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 City of Richmond, Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as an "affordable housing unit" in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (d) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, any building constructed or to be constructed in an air space parcel on the Lands will constitute a Building for the purpose of this Agreement;
- (f) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **"City"** means the City of Richmond;
- (h) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (j) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673



- (k) **“Common Amenities”** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (l) **“Common Recreational Facilities”** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development and the Development Permit process, including without limitation, fitness facilities and related access routes;
- (m) **“Common Transportation Facilities”** means all transportation facilities provided for the use of all residential occupants of the Lands, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development and the Development Permit process, including without limitation, visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (n) **“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;
- (o) **“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;
- (p) **“Development”** means the residential development to be constructed on the Lands;
- (q) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (r) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (s) **“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;
- (t) **“Eligible Tenant”** means a Household having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

*90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30*

provided however that:

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

- (i) if there is a decrease in the then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by a Household, the cumulative gross annual income for such Household shall be the cumulative gross annual income for such Household for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- (ii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (u) "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;
- (v) "Household" means all of the occupants of a Dwelling Unit and consisting of:
  - (i) a person;
  - (ii) two (2) or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) "Housing Covenant" means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units and is registered on title to the Lands under registration numbers: CA1022519 – CA1022522;
- (x) "Interpretation Act" means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (y) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (z) "Lands" means the lands and premises civically and legally described as 10188 No. 1 Road, Richmond, British Columbia, PID: 032-097-832, Lot A Section 35 Block 4 North Range 7 West NWD Plan EPP119030, as may be Subdivided from time to time;
- (aa) "Local Government Act" means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (bb) "LTO" means the New Westminster land title office or its successor;

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

- (cc) **"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 from time to time;
- (dd) **"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;
- (ee) **"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;
- (ff) **"Parking Operator"** means one of (i) the Owner; or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands; or (iii) any other company or entity, to whom the Owner grants a long-term lease or other contractual right over all of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (gg) **"Permitted Rent"** means the rent charged to an Eligible Tenant which amount shall not exceed 90% of the then current CMHC Average Rental Rate, as of the time such Eligible Tenant enters into a Tenancy Agreement, provided that:
  - (i) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
  - (ii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (hh) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ii) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (kk) **"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;
- (ll) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

- (mm) **"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*;
- (nn) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit, including for certainty, an Affordable Housing Unit;
- (oo) **"Tenant"** means an occupant of a Dwelling Unit by way of a Tenancy Agreement and includes an Eligible Tenant; and
- (pp) **"Zoning Bylaw"** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

**1.2** In this Agreement:

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

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

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

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

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

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673



- (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, Common Amenities and all other 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 the Development nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas and the Building(s) in which the Affordable Housing Units are situated have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit and any applicable City bylaws, rules or policies, to the satisfaction of the City; and
  - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units or any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to subdivision by a strata plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one strata lot or air space parcel, as applicable.

### ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of an Eligible Tenant.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ, 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

- (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 within 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 within a Building; and
  - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement for an Affordable Housing Unit:
- (a) includes the following provision:
 

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

    - (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
    - (ii) the number of occupants of the Affordable Housing Unit;
    - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
    - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;
  - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three 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:

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

- (a) the Affordable Housing Unit will be used and occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
  - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
  - (vi) property or similar tax;

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

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) installing electric vehicle charging infrastructure (in excess of any that were pre-installed by the Owner at the time of construction of the Development), at the request of or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development;

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) the City's elected council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
  - A. the Zoning Bylaw; or
  - B. agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
- (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement for an Affordable Housing Unit;
- (f) the Owner will include in the Tenancy Agreement for an Affordable Housing Unit 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 for an Affordable Housing Unit 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(t) 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 consecutive months or longer, notwithstanding the timely payment of rent; or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement without the prior consent of the Owner or to anyone who is not an Eligible Tenant,

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.6(g)(ii) of this Agreement, the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is the greater of six months following the date that the Owner provided the notice of termination to the Tenant and the minimum amount of notice required by the *Residential Tenancy Act*;

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

#### ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673



Following demolition, the Owner will construct, 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 any replacement 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 subdivision of the Lands and 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 except as permitted pursuant to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities except as permitted pursuant to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

- (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 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 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*;

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

- (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;
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands;
- (d) if this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation and the City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute the necessary documents for release until a written request thereof from the Owner is received by the City, which request includes the registrable form of release;
  - (ii) the cost of the preparation of the registrable release and the cost of registration of the same in the Land Title Office is paid by the Owner;
  - (iii) the City has a reasonable time within which to execute the release and return the same to the Owner for registration; and
  - (iv) the Owner acknowledges and agrees that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation registered in the LTO and on title to all strata lots in the legal parcel in which the Affordable Housing Units are situated (including Affordable Housing Units and non-Affordable Housing Units); and
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in Sections 7.1(d) or 7.1(e), this Agreement will remain on title to the interests into which the Lands are subdivided.

## 7.2 No Compensation

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

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673

### 7.3 Modification

Subject to Section 7.1, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the elected 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.

The Owner acknowledges and agrees that the City may require the Owner, at the Owner's sole cost, to employ a person or company with the skill and expertise to manage the Affordable Housing Units if in the City's sole and absolute discretion, the Owner has failed to ensure good and efficient management of the Affordable Housing Units or have otherwise failed to maintain the Affordable Housing Units as required by this Section 7.4.

### 7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### **7.6 Release**

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

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

#### **7.7 Survival**

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

#### **7.8 Priority**

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

#### **7.9 City's Powers Unaffected**

This Agreement does not:

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

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673



- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

#### **7.10 City as Sole Beneficiary**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

#### **7.11 No Public Law Duty**

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

#### **7.12 Notice**

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

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

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

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

#### **7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.24 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

**7.25 Counterparts**

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

*[remainder of page intentionally blank]*

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

**CAVENDISH DRIVE DEVELOPMENT  
LIMITED PARTNERSHIP**, by its general partner,  
**CAVENDISH DRIVE DEVELOPMENT GP  
LTD.**

Per: Kush Ponatch  
Name: KUSH PONATCH  
Title: DIRECTOR

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CAVENDISH DRIVE HOLDINGS LTD.**

Per: Kush Ponatch  
Name: KUSH PONATCH  
Title: DIRECTOR

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF RICHMOND**

Per: \_\_\_\_\_  
Name: Malcolm D. Brodie  
Title: Mayor

Per: \_\_\_\_\_  
Name: Claudia Jesson  
Title: Corporate Officer

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

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673

## SCHEDULE A to Housing Agreement

**STATUTORY DECLARATION**  
**(Affordable Housing Units)**

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

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

1. ☐ I am the registered owner (the "Owner") of the Affordable Housing Units;  
or  
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
  - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
  - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

*Page 1 of 2 – continued on next page*

Housing Agreement (Section 483 *Local Government Act*)  
10188 No. 1 Road (Lot A)  
Application No. RZ 18-820669 / DP 21-940028  
Housing Bylaw No. 10490, Amendment No. 10673



Page 2 of 2 – continued from Page 1

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
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 the City of \_\_\_\_\_ )  
 \_\_\_\_\_ in the )  
 Province of British Columbia, Canada, this )  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 \_\_\_\_\_ )  
 Name: \_\_\_\_\_ )  
 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.*

Continue rows as needed.

8026796


# CONSENT AND PRIORITY AGREEMENT

With respect to the Amended and Restated Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and **CAVENDISH DRIVE DEVELOPMENT LIMITED PARTNERSHIP** together with **CAVENDISH DRIVE HOLDINGS LTD.** (together, the "**Owner**") in respect of the Lands (as described in the Housing Agreement).

**THE BANK OF NOVA SCOTIA** (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents are registered in the Lower Mainland Land Title Office under registration numbers: Mortgage CA9391107 and Assignment of Rents CA9391108 (collectively, the "**Bank Charges**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

## THE BANK OF NOVA SCOTIA

Per:   
 Name: \_\_\_\_\_  
 Title: **Edwin Ho**  
**Director & Group Lead**  
**Real Estate Banking**

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Housing Agreement (Section 483 *Local Government Act*)  
 10188 No. 1 Road (Lot A)  
 Application No. RZ 18-820669 / DP 21-940028  
 Housing Bylaw No. 10490, Amendment No. 10673



# City of Richmond

## Bylaw 10647

### **Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED for content by originating Division <i>CHB</i>
APPROVED for legality by Solicitor <i>LH</i>

Schedule 1 to Bylaw 10647

**SCHEDULE A**

**To Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and  
23000 Westminster Highway) Bylaw No. 9552**

**HOUSING AGREEMENT BETWEEN ORIS DEVELOPMENTS (HAMILTON) CORP.  
AND THE CITY OF RICHMOND**



**AFFORDABLE HOUSING AGREEMENT  
(SECTION 483 LOCAL GOVERNMENT ACT)**

**THIS AGREEMENT** is dated for reference \_\_\_\_\_, 2025

**BETWEEN:**

**ORIS DEVELOPMENTS (HAMILTON) CORP.**, a corporation incorporated under the laws of British Columbia (Incorporation No. BC0906264), having its registered and records office at 2010-1055 West Georgia Street, Vancouver, British Columbia V6E 3P3

(the "Owner")

**AND:**

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

(the "City")

**WHEREAS:**

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands, which Lands were created from the subdivision of the Parent Parcel pursuant to the *Strata Property Act*;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- D. In connection with the rezoning of, *inter alia*, the Parent Parcel, the Owner and the City entered into a housing agreement pursuant to Section 483 of the *Local Government Act* and Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 to provide for affordable housing on the Parent Parcel, which housing agreement was noted on title to the Parent Parcel under number CA8355332; and
- E. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **"Affordable Housing Strata Lots"** means, collectively, those lands and premises situated in the City of Richmond and legally described as:
  - (i) PID: 031-092-527, Strata Lot 5 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V;
  - (ii) PID: 031-092-560 Strata Lot 9 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V; and
  - (iii) PID: 031-092-578, Strata Lot 10 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V;
- (d) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Affordable Housing Strata Lots 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;
- (e) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (f) **"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;
- (g) **"Building Permit"** means a building permit authorizing construction on the Lands and lands adjacent to the Lands, or any portion(s) thereof;

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

- (h) **"City"** means the City of Richmond;
- (i) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (l) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities, and related access routes;
- (n) **"Common Transportation Facilities"** means all transportation facilities provided for the use of all residential occupants of the Affordable Housing Strata Lots, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **"CPI"** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (p) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (q) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands and lands adjacent to the Lands;

- (r) **“Development Permit”** means the development permit authorizing the development of the Lands and lands adjacent to the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 15-716268;
- (s) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (t) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Affordable Housing Strata Lots whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (u) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
  - (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,provided however that:
  - (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
  - (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (v) **“Family”** means:
  - (i) a person;
  - (ii) two (2) or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

- (x) **"Housing Covenant"** means the "Housing Covenant and Rent Charge (Section 219 *Land Title Act*)" agreement, including a Section 219 covenant and a rent charge, granted in favour of the City and registered in the LTO under nos. CA5597152 and CA5597154 (which Section 219 covenant was modified by the "Modification of Housing Covenant" granted in favour of the City and registered in the LTO under no. CA8185615), as the same may be modified or replaced;
- (y) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (z) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (aa) **"Lands"** means, together:
  - (i) the Affordable Housing Strata Lots; and
  - (ii) Common Property, Strata Plan EPS5760,as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (bb) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (cc) **"LTO"** means the New Westminster Land Title Office or its successor;
- (dd) **"Occupancy Certificate"** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City's *Building Regulation Bylaw* 7230, as may be amended or replaced;
- (ee) **"OCP"** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ff) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (gg) **"Parent Parcel"** means those lands and premises formerly situated in the City of Richmond and formerly known and legally described as:

PID: 029-980-194, Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255;

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1



- (hh) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Parent Parcel or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (ii) **“Permitted Rent”** means:
- (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,
- provided that:
- (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
- (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (jj) **“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;
- (kk) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ll) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (mm) **“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;
- (nn) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (oo) **“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*;

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

- (pp) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (qq) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (rr) **“Zoning Bylaw”** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

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

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

**ARTICLE 2**  
**USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

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

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;

- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
  - (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 architect for the Building(s) in which the Affordable Housing Units are situated, confirming that the Affordable Housing Units, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with the Agreement; and
- (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.

### ARTICLE 3

#### DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one Building; and
- (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

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

- (a) includes the following provision:

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

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



- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
    - (i) move-in/move-out fees;
    - (ii) strata fees;
    - (iii) strata property contingency reserve fees;
    - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
    - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
    - (vi) property or similar tax,provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:
    - (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for), heating, cooling, or domestic hot water heating);

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

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
    - (A) the Zoning Bylaw; or
    - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
  - (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
  - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
  - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
    - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
    - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(u) of this Agreement;
    - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;

- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

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

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
  - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

#### ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road  
Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw, which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

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

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

- 6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
  - (i) delivered to the City the method and schedule for remedying the default;
  - (ii) commenced remedying the default; and

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

7898538



- (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
  - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

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

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

**7.2 No Compensation**

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

**7.3 Modification**

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

**7.4 Management**

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

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

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

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

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may

require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

#### 7.5 Indemnity

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

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

#### 7.6 Release

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

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

#### 7.7 Survival

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

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

## **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**

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road  
Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
V.1

7898538



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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.24 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

**7.25 Counterparts**

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

Housing Agreement (Section 483 *Local Government Act*)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

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.

**ORIS DEVELOPMENTS (HAMILTON) CORP.**

by its authorized signatory(ies):

Per: \_\_\_\_\_

Name: DANA WESTERMARK.

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)

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

**SCHEDULE A to Housing Agreement**

**STATUTORY DECLARATION**

**(Affordable Housing Units)**

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

I, \_\_\_\_\_ (full name),

of \_\_\_\_\_ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

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

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

Housing Agreement (Section 483 Local Government Act)  
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

7898538

- 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 )  
Affdavits 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:		Property Manager Name:		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's 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Monthly Usage Fees	Other Tenant Fees
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				No												
5				No												

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)  
 23233 Gilley Road  
 Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647  
 V.1

### CONSENT AND PRIORITY AGREEMENT

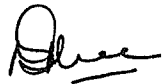
With respect to the Housing Agreement (the "**Agreement**") made pursuant to section 483 of the *Local Government Act* between Oris Developments (Hamilton) Corp. (the "**Owner**") and the City of Richmond in respect of the Affordable Housing Strata Lots (as described in the Agreement).

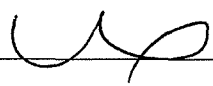
**Vancouver City Savings Credit Union** (Inc. No. FI-97) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Affordable Housing Strata Lots which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CA8634438, and Assignment of Rents CA8634439 (collectively, the "**Bank Charges**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Agreement by the Owner and hereby covenants that the Agreement shall bind the Bank Charges in the Affordable Housing Strata Lots and shall rank in priority upon the Affordable Housing Strata Lots over the Bank Charges as if the Agreement had been signed, sealed and delivered and noted on title to the Affordable Housing Strata Lots prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

#### VANCOUVER CITY SAVINGS CREDIT UNION

by its authorized signatory(ies):

Per:  \_\_\_\_\_  
Name: \_\_\_\_\_ **Moushume Akter**  
Community Business Lending Coordinator

Per:  \_\_\_\_\_  
Name: \_\_\_\_\_ **Cindy Cheung**  
Community Business Lending Coordinator



# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** May 5, 2025

**From:** Joshua Reis  
Director, Development

**File:** RZ 18-829606

**Re:** Application by Sian Enterprises Ltd for Rezoning at 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Unit Housing (RSM/XL)" Zone to "Medium Density Townhouses (RTM3)" Zone

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10671, for the rezoning of 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Unit Housing (RSM/XL)" zone to "Medium Density Townhouses (RTM3)" zone, be introduced and given first, second and third reading.

Joshua Reis, MCIP, RPP, AICP  
Director, Development  
(604-247-4625)

JR:ke  
Att. 6

### REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

## **Staff Report**

### **Origin**

Sian Enterprises Ltd (Directors: Resham Sian, Gurjinder Sian, Harinder Sian) has applied to the City of Richmond for permission to rezone 9620, 9640, 9660 and 9700 Alberta Road (Attachment 1) from “Small-Scale Multi-Family Housing (RSM/XL)” zone to “Medium Density Townhouses (RTM3)” zone to permit development of a 29-unit townhouse project. Vehicle access is proposed from Alberta Road. A preliminary site plan, building elevations and landscape plan are contained in Attachment 2.

A Servicing Agreement will be required prior to rezoning bylaw adoption for this development to complete frontage improvements along the north edge of the subject site. Servicing and infrastructure upgrades are also required along Alberta Road.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).

### **Subject Site Existing Housing Profile**

The subject development site consists of 4 lots, each containing a single-family dwelling. All dwelling units are currently tenanted. None of the existing dwelling units contains secondary suites. The applicant is committed to providing notice in keeping with the Residential Tenancy Act. All existing dwellings are proposed to be demolished.

### **Surrounding Development**

Development immediately surrounding the site is as follows:

To the North: Multi-family complexes fronting Alberta Road on lots zoned “High-Density Townhouses (RTH1)”, “Medium Density Townhouses (RTM2)” and “Low Density Townhouses (RTL4)” and a single-family dwelling fronting Alberta Road on a lot zoned “Small-Scale Multi-Unit Housing (RSM/XL)”.

To the South: Existing school playing field and parking area on a site zoned “School & Institutional Use (SI)”.

To the East: A multi-family townhouse project on a site zoned “Medium Density Townhouses (RTM3)”.

To the West: A multi-family townhouse project on a site zoned “Medium Density Townhouses (RTM3)”.

## **Related Policies & Studies**

### **Official Community Plan**

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”, which includes a range of residential land uses that include single-family, two-family and multiple-family housing. The subject redevelopment proposal for low-density multi-family townhousing complies with the OCP Land Use Designation.

### **City Centre Area Plan – McLennan North Sub Area Plan**

The subject site is located in the McLennan North Sub-Area Plan of the City Centre Area Plan (CCAP) and designates the subject site as “Residential Area 3” which identifies a base density of 0.65 FAR and Two-Family Dwelling and two and three Townhouses (Attachment 4). The subject development proposal is generally consistent with this land use designation.

The proposed “Medium Density Townhouses (RTM3)” zoning provides for a maximum density of 0.7 Floor Area Ratio (FAR). The additional density of 0.05 FAR (above the base density of 0.65 FAR) is supported in the McLennan North Sub Area Plan, as this project is providing affordable housing and market rental housing in the form of a Cash-in-Lieu (CIL) contribution consistent with Richmond’s Affordable Housing Strategy and OCP Market Rental Policy as outlined in the forthcoming sections of this report.

Registration of a legal agreement on Title is required before final adoption of the rezoning bylaw, stipulating that the residential development is subject to potential impacts due to other developments that may be approved within the City Centre and requiring that this information be provided through signage in the sales centre and through the disclosure statement to all initial purchasers.

As the proposed rezoning is within the CCAP, this proposal is subject to a community planning implementation strategy contribution for future community planning initiatives. The applicant proposed to make a cash contribution at the current rate of \$0.36 per buildable square foot, for a total contribution of \$14,387.00 prior to final adoption of the rezoning bylaw.

### **Aircraft Noise Sensitive Development Policy**

The subject site is located within the Aircraft Noise Sensitive Development (ANSD) Policy “Area 4”. All aircraft noise-sensitive uses may be considered in this area, in accordance with the ANSD policies contained in the OCP.

There is an existing ANSD covenant on Title of the sites located at 9620 Alberta Road (BX401991), 9640 Alberta Road (BX401993) and 9660 Alberta Road (BX401992) that will be discharged and replaced with a current ANSD covenant. Registration of a new aircraft noise sensitive use covenant on Title of the consolidated development site is required prior to final adoption of the rezoning bylaw to acknowledge that the subject lands are located within an aircraft noise sensitive area and that appropriate building design measures are incorporated to mitigate against aircraft noise.



### Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

### **Public Consultation**

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application.

The province granted Royal Assent to Bill 44, Housing Statutes (Residential Development) Amendment Act, 2023, which came into force on December 7, 2023. Bill 44 prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning meets the conditions established in Bill 44 and is consistent with the OCP. Accordingly, City Council may not hold a Public Hearing on the proposed rezoning.

### **Analysis**

#### Built Form and Architectural Character

The four lots are proposed to be consolidated into one site with a total site area of 5,304 sq. m (57,092 sq. ft.). A total of 29 townhouse units are proposed in two and three-storey townhouses. A driveway access from Alberta Road on the eastern half of the subject site is proposed providing vehicle access to the townhouse units.

The overall form of development is consistent with similar townhouse developments on the south side of Alberta Road to the immediate west and east of the subject site, which consists of townhouse units that front onto Alberta Road and contributes to a pedestrian friendly streetscape. Three storey units are provided along Alberta Road and along the west and east portions of the development site, which matches existing three storey townhouse units on neighbouring sites. Two storey units are situated on the rear (south) portion of the development site and provide for a suitable transition to the existing school field directly to the south.

Architectural detailing, roof forms and other external design elements have been developed to compliment existing multi-family projects in the surrounding area.

#### Housing Type and Tenure

The proposed development will consist of 29 townhouse units that will be strata titled. Consistent with OCP policy respecting townhouse and multiple family housing development projects, and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

### Transportation and Site Access

A driveway from Alberta Road will provide access to internal driveways in the development proposal that will provide vehicle access and circulation to the townhouse unit parking and visitor parking stalls. The driveway access location has taken into account aligning with the existing driveway access to a different multi-family townhouse development on the north side of Alberta Road and adequate distance between a new pedestrian crosswalk across Alberta Road in front of the development site that will be completed as part of this redevelopment. This new pedestrian crosswalk provides an additional crossing where an existing north-south public pathway, that was secured as part of a different redevelopment, was implemented and provides additional pedestrian related infrastructure to facilitate movements across the road to the schools and parks located on the south side of Alberta Road. The proposed new pedestrian crosswalk is generally located in the middle of the subject development site.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses:

- 30 bylaw-sized trees (Tag# 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 829, 830, 831, 832, 833) on the subject property;
- 13 trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9, NV10, NV11, NV12, NV13, and NV14) on neighbouring properties; and
- Eight street trees (Tag# CO1, CO2, CO3, CO4, CO5, CO6, CO7 and CO8) located on City property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

- One tree located on site, specifically tag#559 (57 cm Grand fir) is in good condition and located at the southeast corner of the development site. This tree will be maintained with a tree protection zone established around the base of the tree in accordance with the Arborist's Report recommendations.
- 13 off-site trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9 NV10, NV11, NV12, NV13 and NV14) located on adjacent neighbouring property to the south are identified to be retained and protected. Tree protection in accordance with City of Richmond Tree Protection Information Bulletin Tree-03 and recommendations from the Arborist's Report is required.
- 27 trees located on site (Tag# 555, 556, 557, 558, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 829, 831, 832 and 833) are either dead, dying (sparse canopy foliage) have been previously topped or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions.

As a result, these trees are not good candidates for retention and should be replaced.

- Two on-site trees (Tag# 579, 830) are noted by the consulting arborist as being in fair health but conflict with the proposed development and should be replaced.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

City Parks Department staff have reviewed the eight trees located on City property (Alberta Road existing boulevard street trees) and have authorized the removal of three trees as these trees are in poor health or already dead. Compensation in the amount of \$2,304.00 is required to be provided for replacement plantings to be provided on City land as close as possible to the subject site is required for the removal of these three trees. A tree survival security in the amount of \$20,304.00 is required as security for the five trees to be retained.

### *Tree Replacement*

The applicant wishes to remove 29 on-site trees (Trees Tag# 555, 556, 557, 558, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 829, 830, 831, 832, and 833). The 2:1 replacement ratio would require a total of 58 replacement trees. A preliminary landscape plan has been submitted to demonstrate that the redevelopment site can accommodate 53 replacement trees as part of the proposed townhouse redevelopment. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
53	8 cm	4 m

To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$3,840.00 to the City's Tree Compensation Fund in lieu of the remaining five trees that cannot be accommodated on the subject property after redevelopment.

### *Tree Protection*

13 trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9, NV10, NV11, NV12, NV13, and NV14) on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site and remain in place until construction and landscaping on-site is completed.

### Public Art

In response to the City's Public Art Program, prior to bylaw adoption, the applicant will provide a voluntary cash contribution to the City's Public Art Reserve Fund at a rate of \$1.06 per sq. ft. (2025 rate) for a total amount of \$42,363.00.

### Affordable Housing Strategy

The City's Affordable Housing Strategy (AHS) identified CIL contributions to the Affordable Housing Reserve Fund when considering rezoning applications with 60 or fewer dwelling units. The contributions are sought in lieu of built Low End Market Rental (LEMR) housing units. The rezoning proposal is for 29 townhouse units.

Consistent with the City's AHS and Richmond Zoning Bylaw 8500, the applicant proposes to submit a contribution of \$18.00 per sq. ft. of buildable area (for sites within the City Centre). For this proposal, the CIL contribution requirement is \$719,359.20 and is required to be provided prior to final adoption of the rezoning bylaw.

### Market Rental Housing Policy

The City of Richmond's OCP establishes a policy framework for the provision of market rental housing. Smaller-scale projects, including townhouse developments greater than five units and less than 60 units are not required to provide purpose built market rental units so long as a CIL contribution is made to the City's Affordable Housing Reserve Fund. The CIL contribution amount for townhouse developments is \$3.09 per sq. ft. of buildable area. In accordance with the City's Market Rental Housing Policy, the CIL contribution requirement is \$123,492.00 and is required to be provided prior to final adoption of the rezoning bylaw.

### Amenity Space

A voluntary CIL contribution to the City's Recreation Facilities Reserve Fund in the total amount of \$90,041.00 (\$2,309.00 per dwelling unit for units 1-19 and \$4,617.00 per dwelling unit for units 20-29) in lieu of providing common indoor amenity space on-site.

An outdoor amenity area is provided for on-site in the proposed development and sized at 174 sq. m (1,873 sq. ft.), which complies with OCP minimum area requirements of 6 sq. m (65 sq. ft) per unit. Additional design, landscape and programming details will be provided through the Development Permit (DP) application process.

### Energy Efficiency

Consistent with the City's Energy Step Code requirements, the consulting architect for the proposed development has confirmed that the applicable Energy Step Code performance target has been considered in the proposed design. The proposal is anticipated to achieve Step 3 of the Energy Step Code with EL-4.

Further details on how the proposal will meet this requirement will be reviewed further through the processing of the DP and Building Permit (BP) application review processes.

### Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a City Servicing Agreement (SA) for the design and construction of the following, including but not limited to (Refer to Attachment 6):

- Frontage works consistent with the current standard applicable to the area that includes modification to widen the sidewalk to 2.0 m and maintain a 1.5 m wide grass and treed boulevard (existing driveway crossings along the subject development site's frontage to be closed and replaced with the updated frontage works).
- Install a new pedestrian crosswalk across Alberta Road in front of the development site that is aligned with the existing north-south public pathway located on the north side of Alberta Road with the design to include necessary curb bulges in accordance with City design specifications.
- Upgrade the sanitary sewer main along Alberta Road and install new service connections as required and cut & cap old service connections.

### Development Permit

A DP processed to a satisfactory level is a requirement of rezoning approval. Through the DP application process, the following items will be examined and further refinements to the project may occur:

- Review in conjunction with applicable DP guidelines for multi-family projects contained in the OCP.
- Finalization of the landscape design to ensure appropriate plantings on-site to complement individual unit open spaces and the outdoor amenity area, increase permeability where possible in the drive-aisle areas and ensure a suitable number size and mix of deciduous and conifer replacement trees are provided in the proposal.
- Refine the architectural detailing of the townhouse building clusters to provide suitable differentiation and design articulation amongst all buildings that also provides for a cohesive design through the entire project.



- Additional design detailing of the outdoor amenity area to ensure appropriate programming and supporting installations are provided that are focussed on providing an active and vibrant area that will facilitate children's play and interaction.
- Finalization of a site grading plan to account for and address any grade transitions to neighbouring properties, the fronting sidewalk and the grading around any off-site or on-site trees that are being retained.

### **Financial Impact or Economic Impact**

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, streetlights, street trees and traffic signals).

### **Conclusion**

Sian Enterprises Ltd. has applied to the City of Richmond to rezone 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Family Housing (RSM/XL)" zone to "Medium Density Townhouses (RTM3)" zone to permit development of a 29-unit townhouse project.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10671 be introduced and given first, second and third reading.

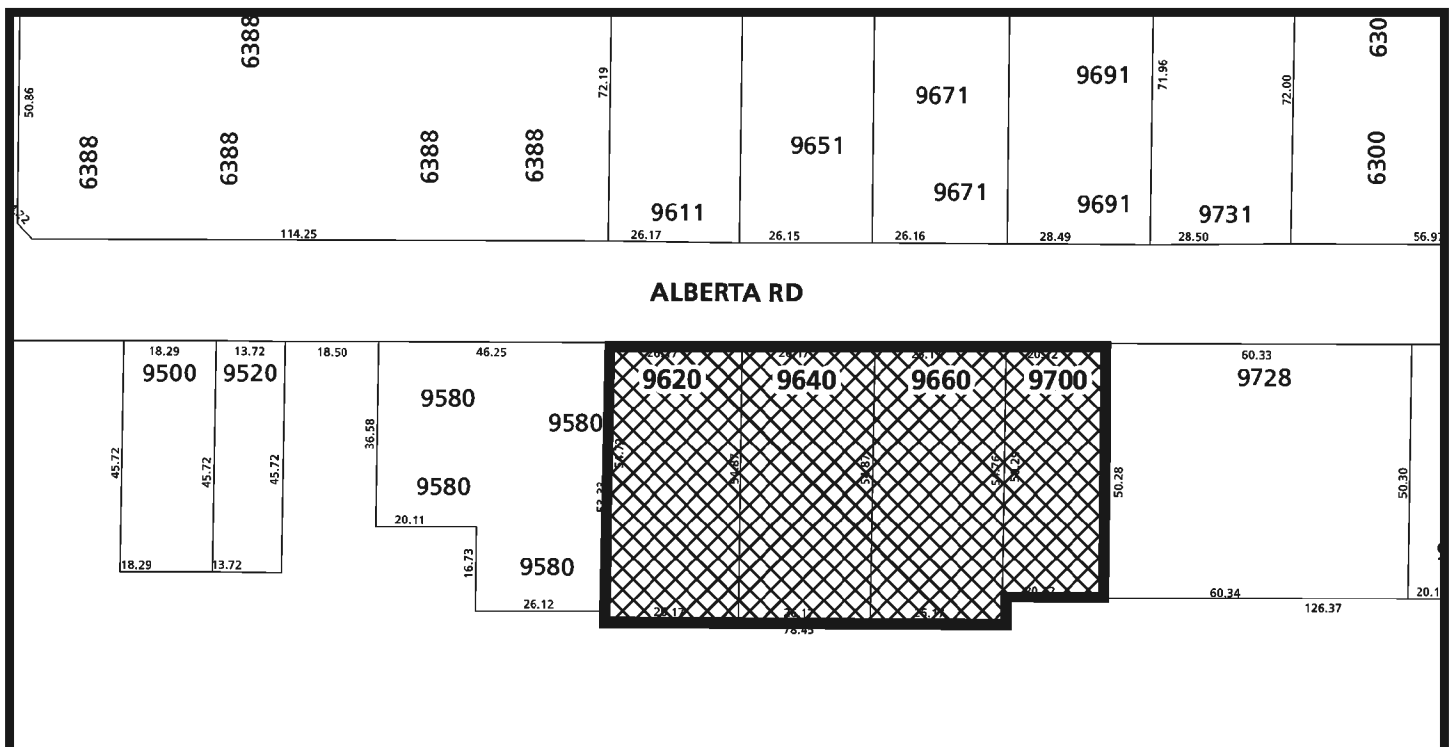
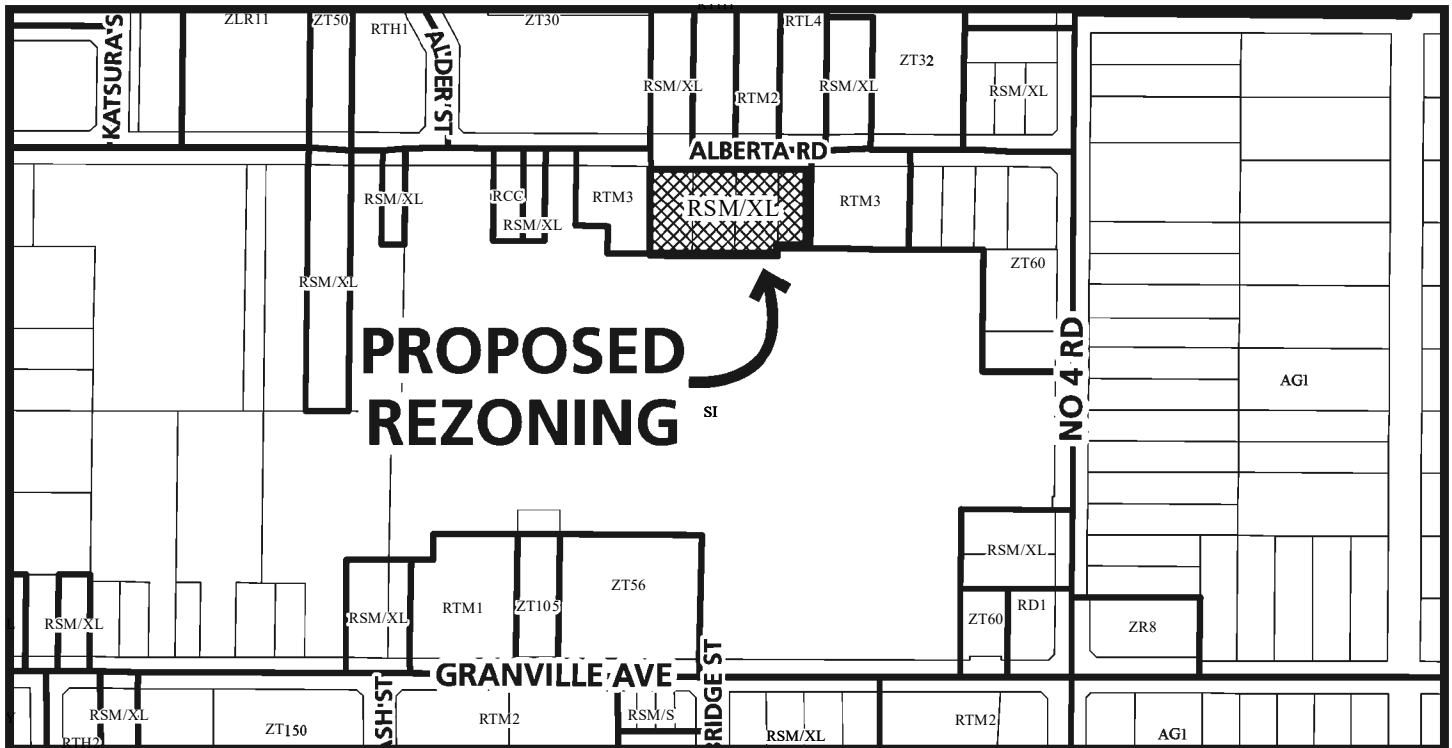


Kevin Eng  
Planner 3

KE:cas

- Att.
- 1: Location Map
  - 2: Conceptual Development Plans
  - 3: Development Application Data Sheet
  - 4: City Centre Area Plan – McLennan North Sub Area Plan
  - 5: Tree Management Plan
  - 6: Rezoning Considerations

City of  
Richmond



**RZ 18-829606**

Revision Date: 04/11/25

Note: Dimensions are in METRES





# City of Richmond



**RZ 18-829606**

Original Date: 09/11/18

Revision Date: 04/11/25

Note: Dimensions are in METRES



# REZONING FOR PROPOSED TOWNHOUSE AT 9620, 9640, 9660, 9700 ALBERTA ROAD, RICHMOND, BC

## DEVELOPMENT DATA

(A) **LOC ADDRESS:** 9620, 9640, 9660, 9700 ALBERTA ROAD, RICHMOND, BC  
(B) **LEGAL DESCRIPTION:** EAST HALF OF LOT 10 AND WEST HALF AND EAST HALF OF LOT 11 BLOCK C, PLAN 1305 AND LOT 1, PLAN 1713  
(C) **LOT AREA:** ALL SECTION 10, BLOCK 4 NORTH, RANGE 6 WEST NEW WESTMINSTER DISTRICT  
5,304.1 SM (57,082 SF)

(D) **ZONING & USE:** CURRENT: RST/A  
(UNDER #51/F ZONING)

REZONING  
(RMA2)

(E) **FLOOR AREA RATIO:** 0.55 TO 464.6 SM  
0.7 TO REST OF SITE AREA  
TOTAL FAR FLOOR AREA  
0.7 X 5304.1 SM = 3,712.87 SM  
(39,965 SF)  
29 UNITS  
MAX = 40% (22,836 SF)  
39.6% (22,815 SQ. FT.)

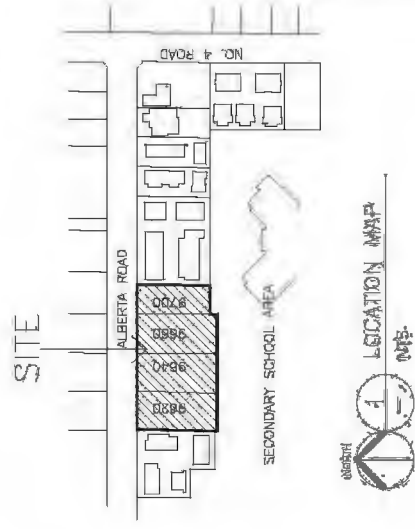
(F) **NUMBER OF UNITS:** 1 PER LOT  
(G) **BUILDING COVERAGE:** MAX = 45%

(H) **BUILDING HEIGHT:** MAX MAIN BUILDING HEIGHT - 12M  
FRONTYARD FACING ALBERTA RD - 6M  
EAST AND WEST SIDEYARD - 3M  
REAR YARD - 3M  
BUILDING HEIGHT - 11.84M  
FRONTYARD FACING ALBERTA RD - 6.03M (19'9")  
EAST SIDEYARD - 3.63M (11'10")  
WEST SIDEYARD - 3.84M (12'7")  
REAR YARD - 3.74M (12'3")

(I) **OUTDOOR AMENITY:** 6.0 SM (64.98 SF) PER UNIT  
95M X 29 = 134.5M (1873 SF)

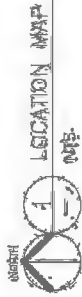
(J) **PARKING:** 2 PER DWELLING UNIT  
1.4 PER DWELLING UNITS X 29 = 41  
0.2 VISITOR PARKING / UNIT X 29 = 6  
TOTAL = 47 REQUIRED  
SMALL PARKING - MAX 50%

(K) **VISITOR BICYCLE:** 0.2 PER DWELLING UNIT X 29 = 6  
RESIDENTIAL BICYCLE STORAGE  
1.25 PER DWELLING UNIT X 29 = 37  
BICYCLE  
VISITOR BIKE PARK  
RESIDENTIAL  
6  
49 (INSIDE GARAGE)



THREE CONVERTIBLE UNITS ARE PROVIDED IN THIS DEVELOPMENT

ALL THE UNITS IN THIS PROJECT SHALL INCORPORATE THE FOLLOWING FEATURES IN THE UNITS  
(1) PROJECT SHALL MEET BICR STEP CODE 3 WITH LOW CARBON BUILDING ENERGY SYSTEM (LCBES)  
(2) ASKING IN PLACE FEATURES SHALL BE PROVIDED TO ALL UNITS.  
(3) STAINLESS STEEL SINKS  
(4) UNDER THE HANDLES FOR PLUMBING FIXTURES AND DOOR HANDLES  
(5) SOLID ELASTIC IN WASHROOM WALLS TO FACILITATE FUTURE GYM BAG INSTALLATION BESIDE TOILETS, BATHUBS AND SHOWERS



NOTE:

ERIC LAW  
ARCHITECT

ERIC LAW ARCHITECT  
100-1000 WEST 10TH AVENUE, SUITE 100  
V6P 6C6  
TEL: (604) 276-1589  
FAX: (604) 276-1590  
WWW.ERICLAWARCHITECT.COM  
PROJECT: 9620, 9640, 9660, 9700 ALBERTA ROAD, RICHMOND, BC  
DATE: 10/23/2024  
DRAWN BY: EL  
CHECKED BY: EL  
PLANNING: M. O'NEILL, J. B. HILL, J. B. HILL

NO.	REVISION
1	REVISION 1 FOR BIDDING PERIOD
2	REVISION 2 FOR BIDDING PERIOD
3	REVISION 3 FOR BIDDING PERIOD
4	REVISION 4 FOR BIDDING PERIOD
5	REVISION 5 FOR BIDDING PERIOD
6	REVISION 6 FOR BIDDING PERIOD

NO.	REVISION
1	REVISION 1 FOR BIDDING PERIOD
2	REVISION 2 FOR BIDDING PERIOD
3	REVISION 3 FOR BIDDING PERIOD
4	REVISION 4 FOR BIDDING PERIOD
5	REVISION 5 FOR BIDDING PERIOD
6	REVISION 6 FOR BIDDING PERIOD

PROPOSED TOWNHOUSE  
AT  
9620, 9640, 9660 & 9700  
ALBERTA RD RICHMOND  
DEVELOPMENT SUMMARY

PROJECT NUMBER: 19-05
ISSUED: 10/23/2024
DRAWN BY: EL
CHECKED BY: EL
PLANNING: M. O'NEILL, J. B. HILL, J. B. HILL

A1

RZ 18-825606

REZONE

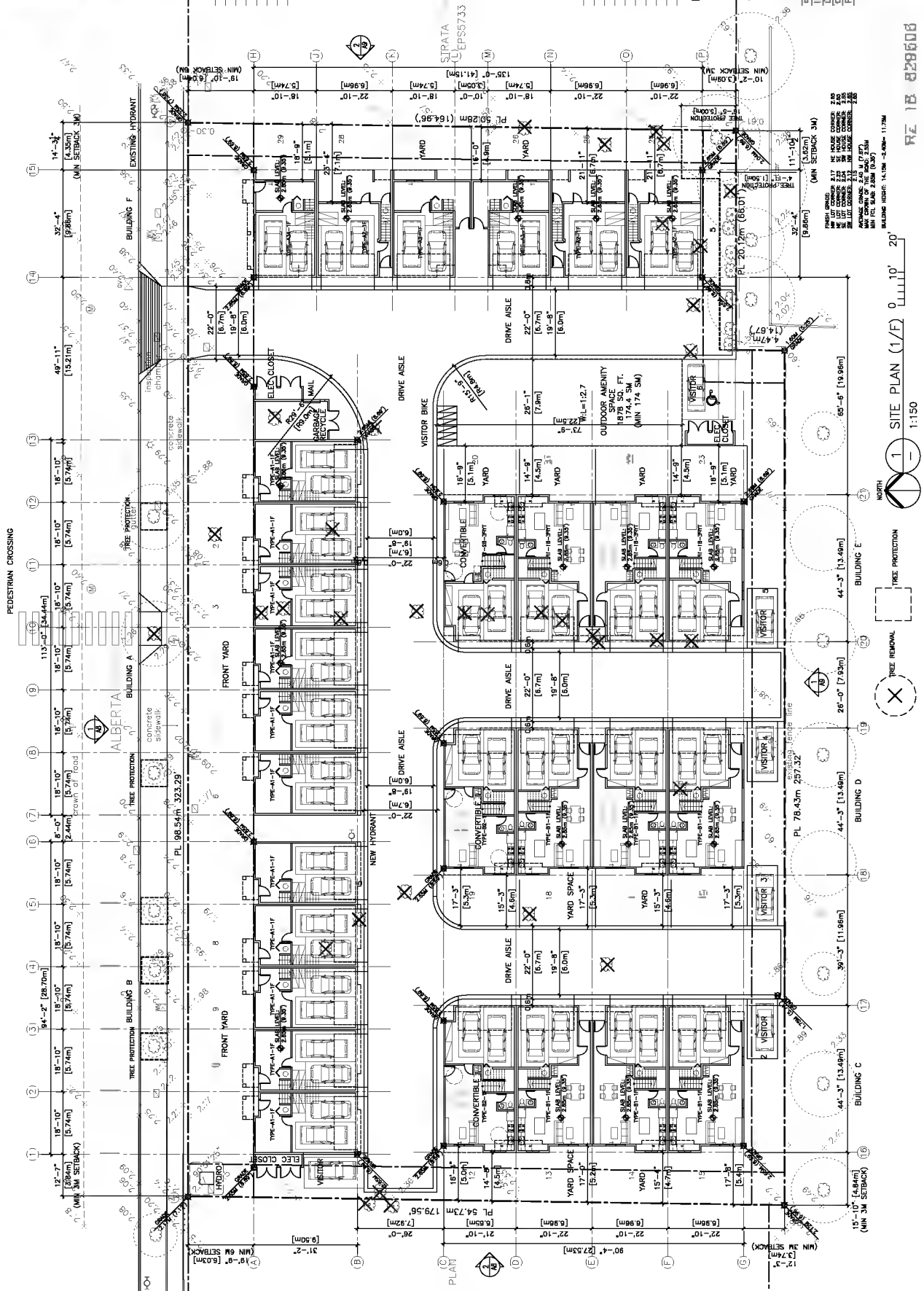
1.	PROPOSED	FOR REVIEW
2.	PROPOSED	FOR REVIEW
3.	PROPOSED	FOR REVIEW
4.	PROPOSED	FOR REVIEW
5.	PROPOSED	FOR REVIEW
6.	PROPOSED	FOR REVIEW

**PROPOSED TOWNHOUSE AT**  
**9620, 9640, 9660 & 9700**  
**ALBERTA RD RICHMOND**  
**SITE PLAN - 1/F**

APPROVAL	DATE	BY
DESIGN	10/13/2024	EL
CHECKED	10/13/2024	EL
APPROVED	10/13/2024	EL

**A2**

REVISION



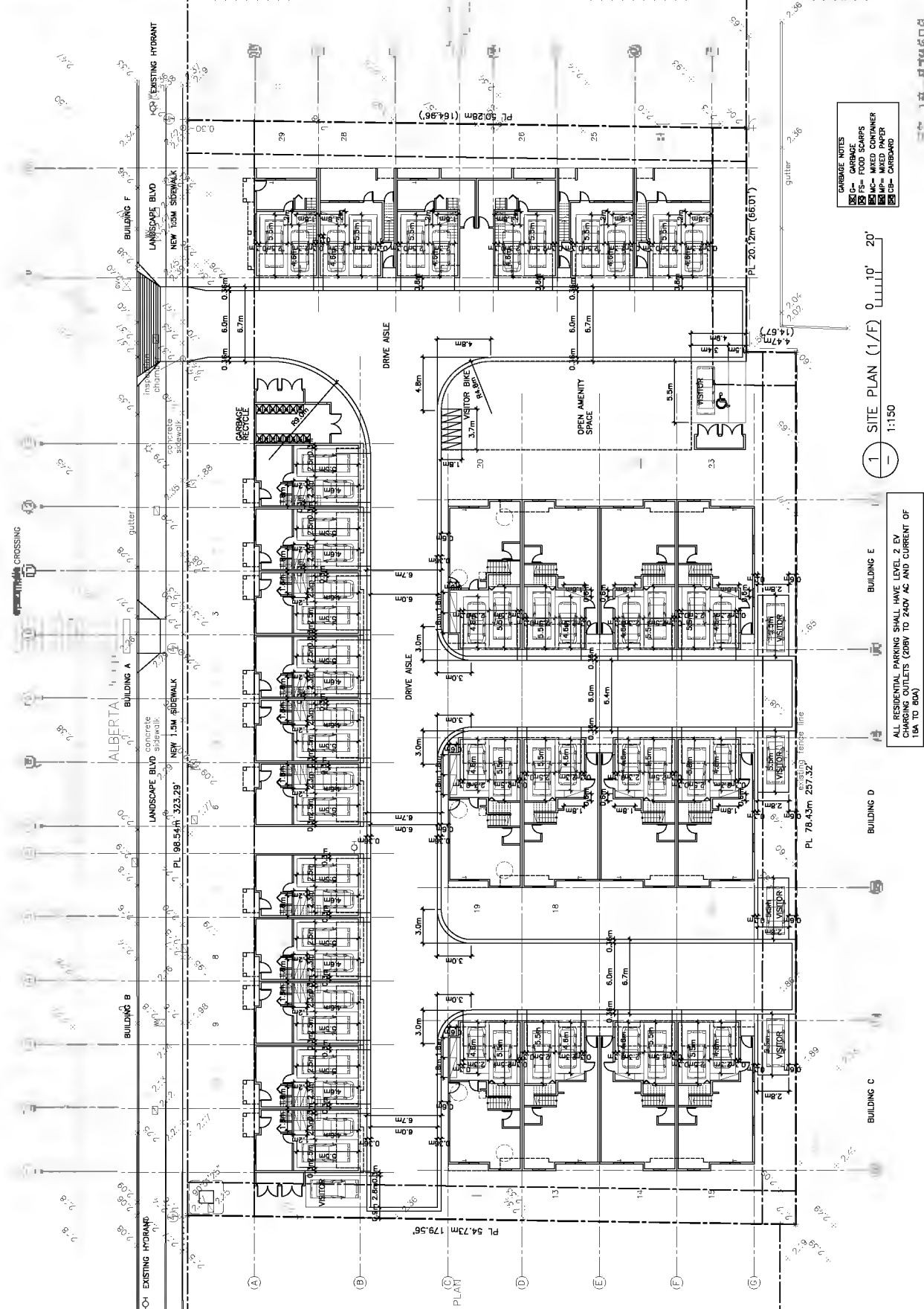


NO. 1	PROPOSED	FOR RESIDENTIAL DEVELOPMENT
NO. 2	2023.04.08	FOR RESIDENTIAL DEVELOPMENT
NO. 3	2023.03.17	FOR RESIDENTIAL DEVELOPMENT
NO. 4	2023.03.18	FOR RESIDENTIAL DEVELOPMENT
NO. 5	2023.03.18	FOR RESIDENTIAL DEVELOPMENT
NO. 6	2023.03.18	FOR RESIDENTIAL DEVELOPMENT

**PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND PARKING PLAN**

PROJECT NAME	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
DATE	2023.04.08
DESIGNED BY	EL
CHECKED BY	EL
APPROVED BY	EL
FILE NAME	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND

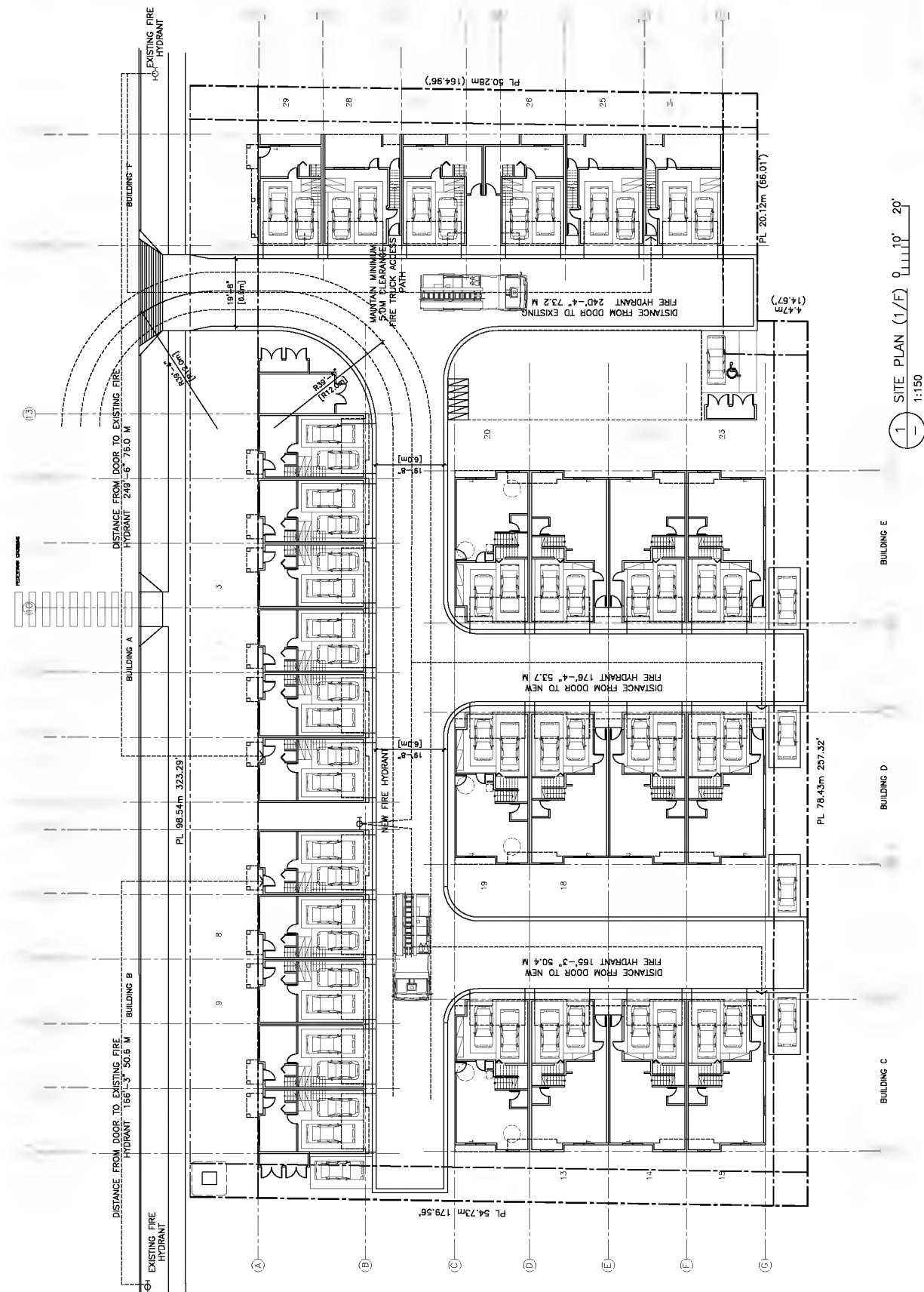
**A2A**



**CARSPACE NOTES**  
 00-00- CARSPACE  
 00-00- FOOD SCRAP  
 00-00- MIXED PAPER  
 00-00- CARBOARD

**1 SITE PLAN (1/F) 0' 10' 20'**  
 1:150

ALL RESIDENTIAL PARKING SHALL HAVE LEVEL 2 EV CHARGING OUTLETS (208V TO 240V AC AND CURRENT OF 16A TO 50A)



ERIC LAW ARCHITECT  
1000 WEST 10TH AVENUE, SUITE 100  
VANCOUVER, BC V6H 2G6  
TEL: (604) 253-5885

PROPOSED TOWNHOUSE AT 9820, 9840, 9860 & 9700 ALBERTA RD RICHMOND  
SITE PLAN - 2/F

- NOTES:

1. SEE PLAN FOR TYPICAL UNIT LAYOUT
  2. SEE PLAN FOR TYPICAL UNIT LAYOUT
  3. SEE PLAN FOR TYPICAL UNIT LAYOUT
  4. SEE PLAN FOR TYPICAL UNIT LAYOUT
  5. SEE PLAN FOR TYPICAL UNIT LAYOUT
  6. SEE PLAN FOR TYPICAL UNIT LAYOUT

- NOTES:

1. SEE PLAN FOR TYPICAL UNIT LAYOUT
  2. SEE PLAN FOR TYPICAL UNIT LAYOUT
  3. SEE PLAN FOR TYPICAL UNIT LAYOUT
  4. SEE PLAN FOR TYPICAL UNIT LAYOUT
  5. SEE PLAN FOR TYPICAL UNIT LAYOUT
  6. SEE PLAN FOR TYPICAL UNIT LAYOUT

PROPOSED TOWNHOUSE AT 9820, 9840, 9860 & 9700 ALBERTA RD RICHMOND

SITE PLAN - 2/F

PROJECT NUMBER: 05

ISSUED: 10/23/2024

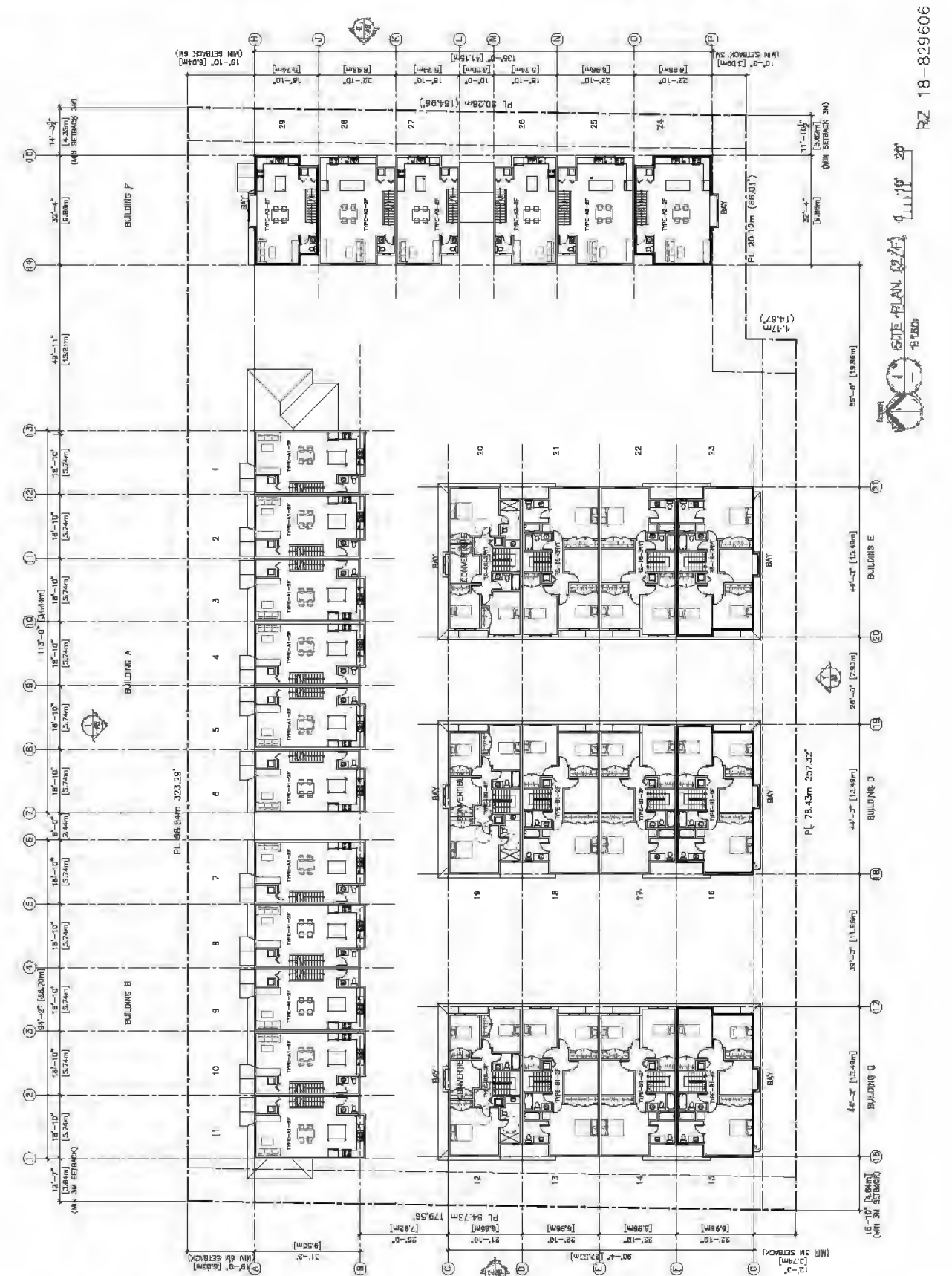
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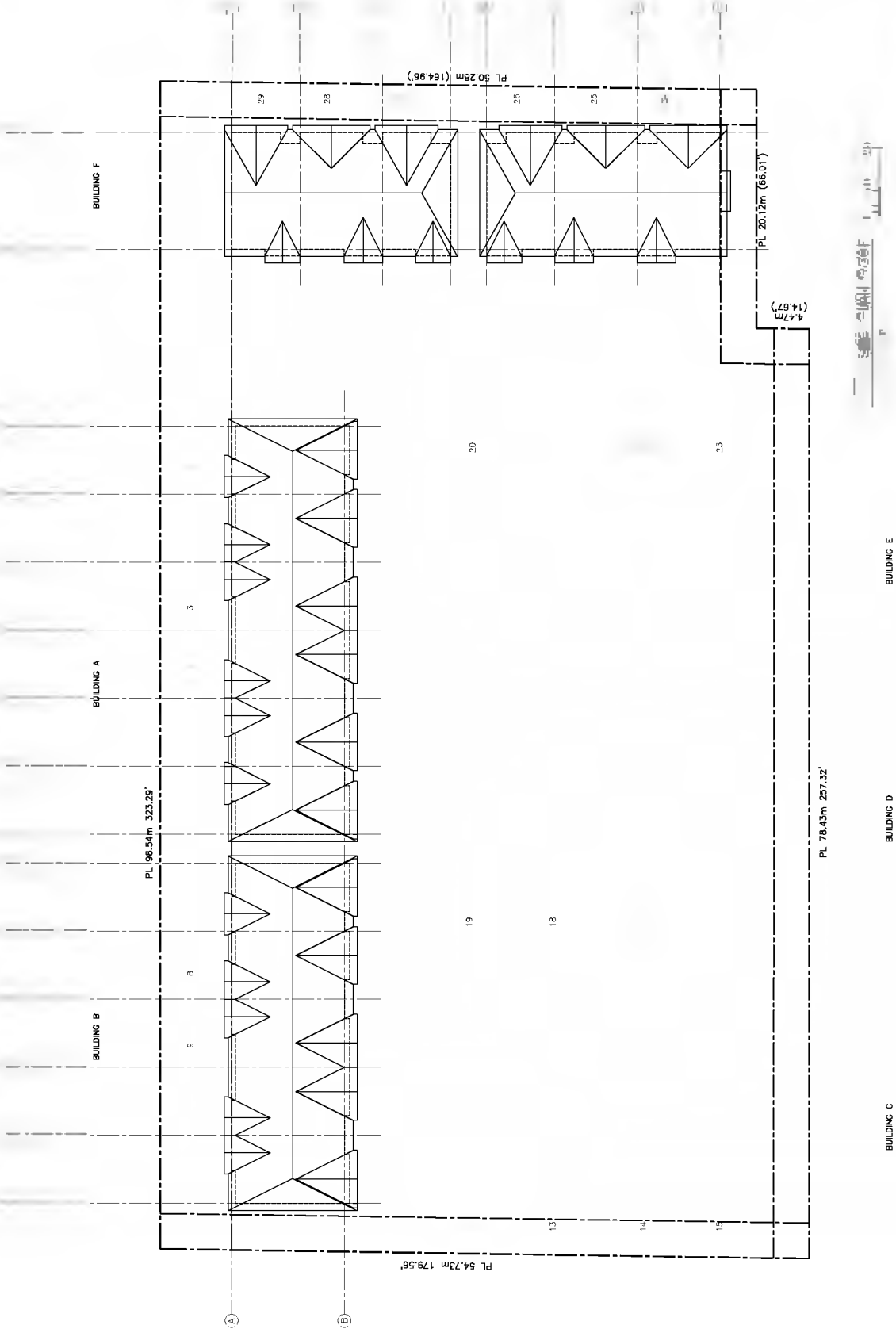
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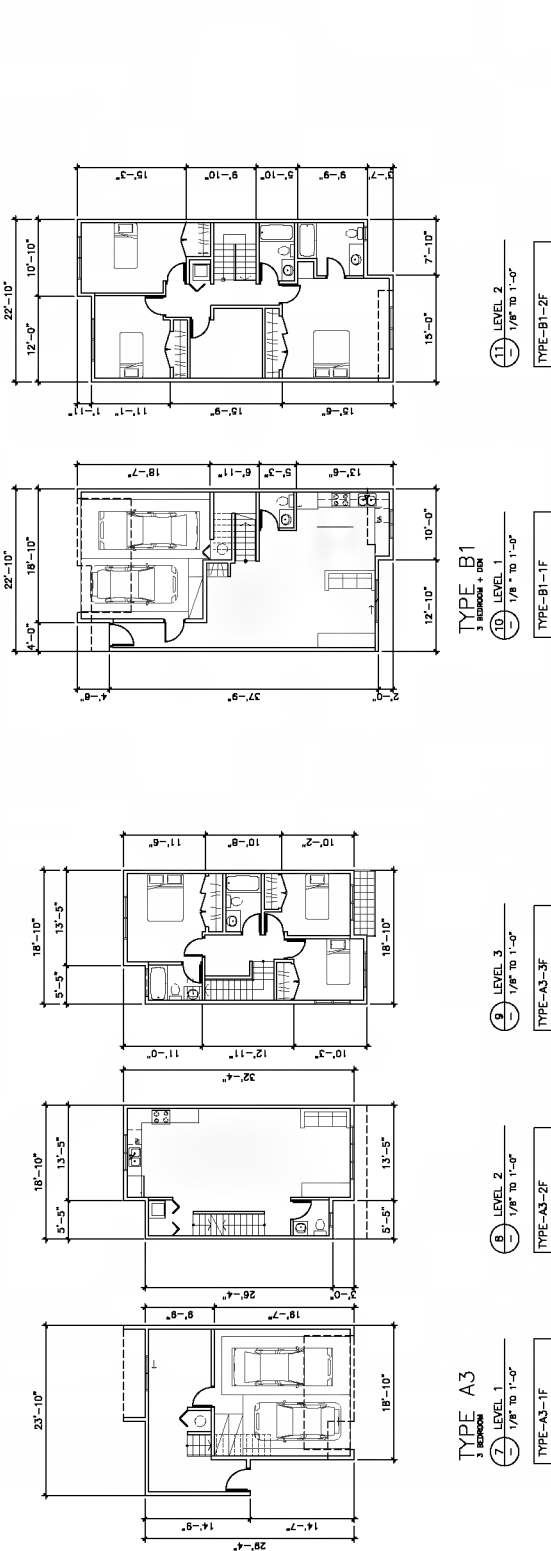
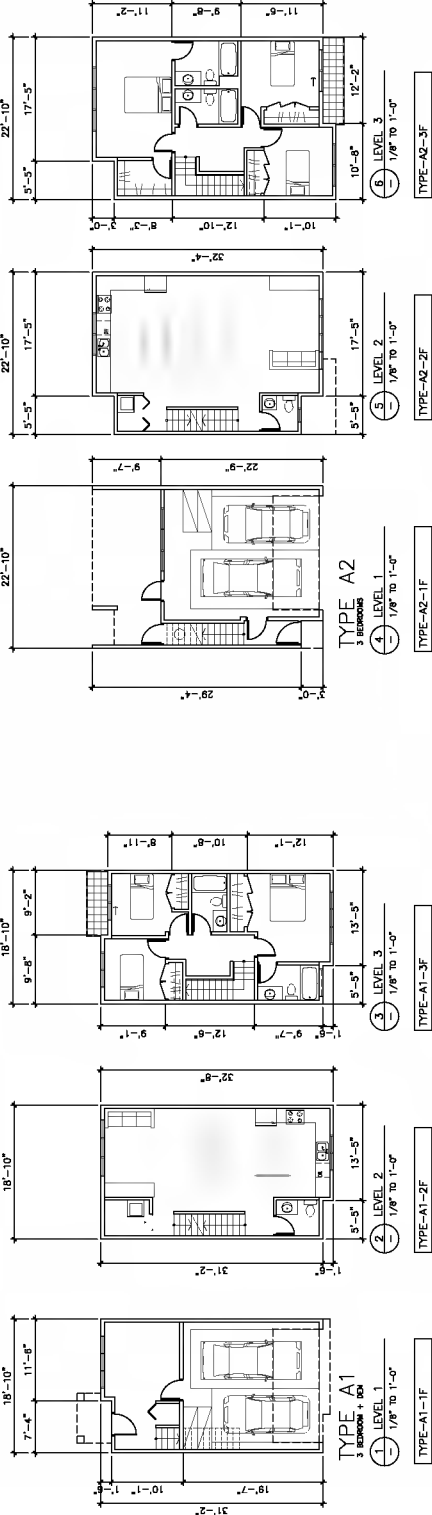
REVISION















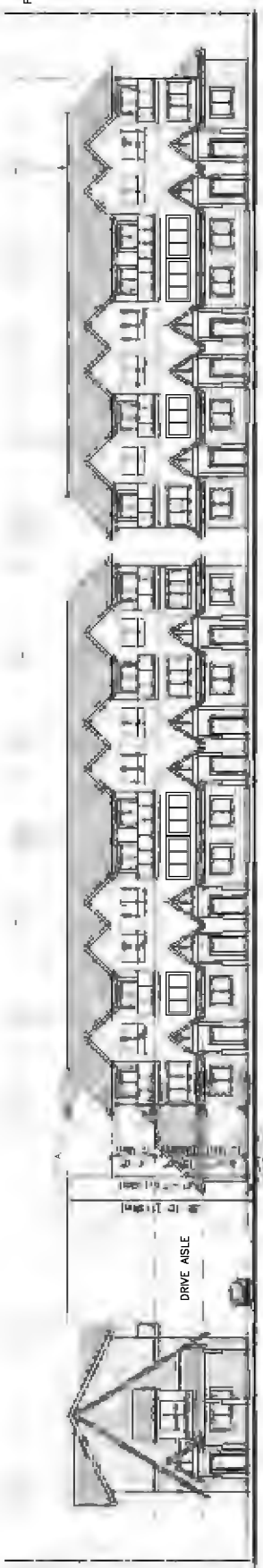
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2	Overall Width	40'-0"
3	Overall Height	30'-0"
4	Overall Area	4000'-0"
5	Overall Volume	12000'-0"

1	Overall Length	100'-0"
2	Overall Width	40'-0"
3	Overall Height	30'-0"
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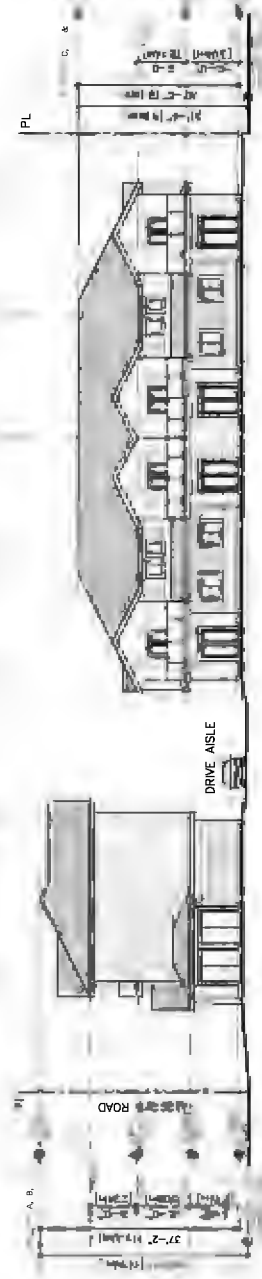
HOUSEHOLD TOWNHOUSE  
AT  
9620, 9640, 9660 & 9700  
ALBERTA RD RICHMOND  
ELEVATIONS

1	Overall Length	100'-0"
2	Overall Width	40'-0"
3	Overall Height	30'-0"
4	Overall Area	4000'-0"
5	Overall Volume	12000'-0"

A8



1 SITE ELEVATION NORTH (ALBERTA ROAD)  
A8 3/32" TO 1'-0"



2 SITE ELEVATION WEST  
A8 3/32" TO 1'-0"

[illegible]

2024.10.25	PER	
2024.02.16	LOT 9820	
2023.12.05	OTDALL SITE PL44	
2021.10.31	PL44	

## HOUGHTON TOWNSHIP

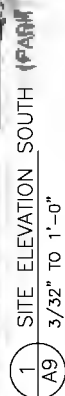
AT

**9620, 9640, 9660 & 9700  
ALBERTA RD RICHMOND**

## ELEVATIONS

413

A9





**RZ 18-829606**

**Attachment 3**

Address: 9620, 9640, 9660 and 9700 Alberta Road

Applicant: Sian Enterprises Ltd

Planning Area(s): City Centre Area Plan – McLennan North Sub Area

	Existing	Proposed
<b>Owner:</b>	Sian Enterprises Ltd.	No change
<b>Site Size (m<sup>2</sup>):</b>	5,304 m <sup>2</sup> (4 lots proposed to be consolidated)	5,304 m <sup>2</sup> (consolidated lot)
<b>Land Uses:</b>	Four single-family dwellings	Multi-family townhouses
<b>OCP Designation:</b>	Neighbourhood Residential	No change - complies
<b>Area Plan Designation:</b>	Residential Area 3 (0.65 FAR base density; Two-Family Dwelling/2 & 3 storey Townhouses	No change - complies
<b>Zoning:</b>	Small-Scale Multi-Unit Housing (RSM/XL)	Medium Density Townhouses (RTM3)
<b>Number of Units:</b>	4 dwelling units	29 dwelling units

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	0.7 FAR	0.7 FAR	none permitted
Buildable Floor Area (m <sup>2</sup> )*	3,712 m <sup>2</sup> (39,965 ft <sup>2</sup> )	3,712 m <sup>2</sup> (39,965 ft <sup>2</sup> )	none permitted
Lot Coverage (% of lot area):	40%	40%	none
Lot Size:	N/A	5,304 m <sup>2</sup>	none
Setbacks (m):	Front: Min. 6 m Rear: Min. 3 m Side: Min. 3 m Exterior Side: Min. 6 m	Front: Min. 6 m Rear: Min. 3.7 m East Side: Min. 3.6 m West Side: Min. 3.8	none
Height (m):	12 m	11.84 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	41 (R) and 6 (V)	58 (R) and 6 (V)	none
Off-street Parking Spaces – Total:	47 stalls	64 stalls	none
Amenity Space – Outdoor:	174 m <sup>2</sup>	174 m <sup>2</sup>	none

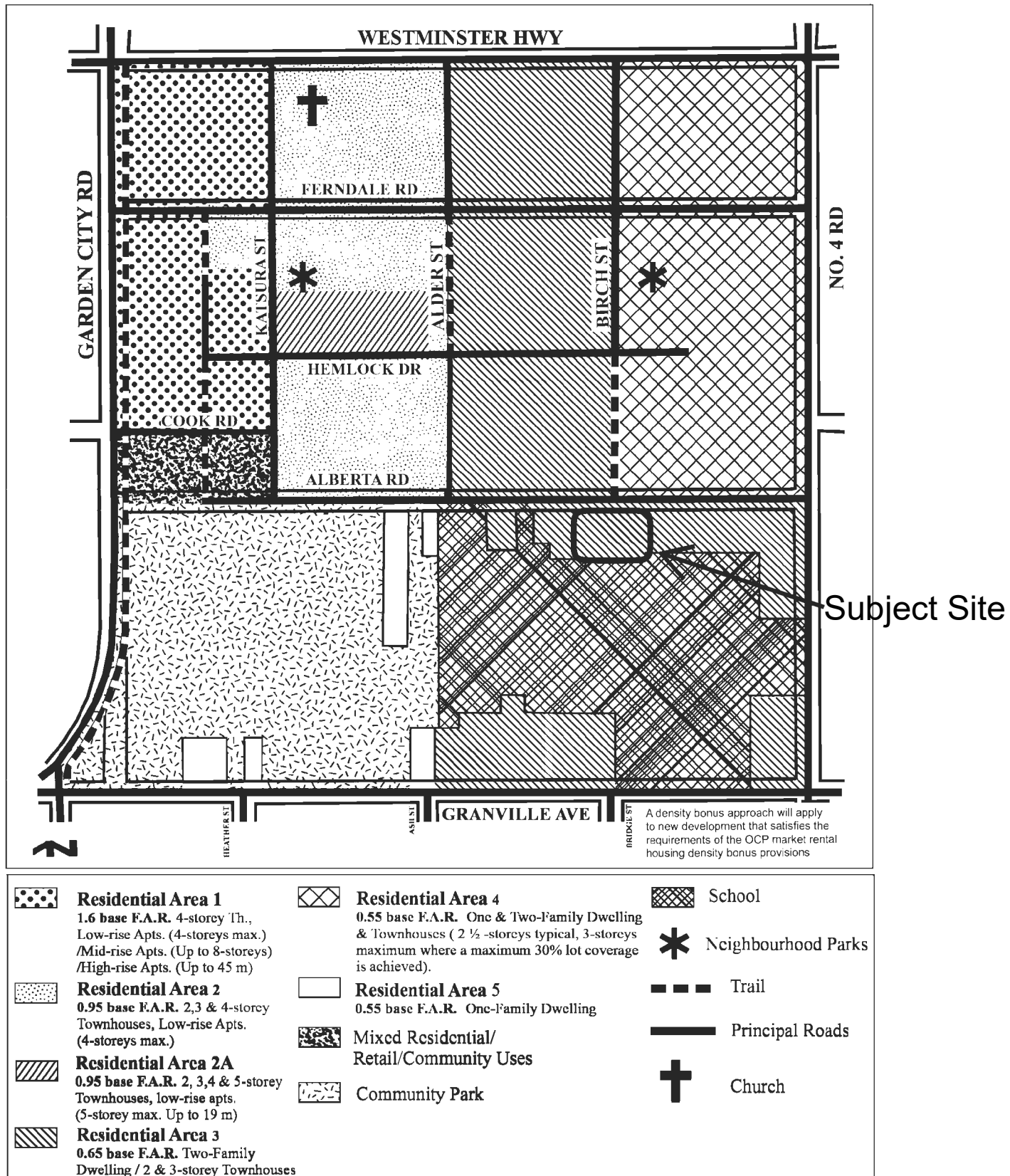
Other: \_\_\_\_\_

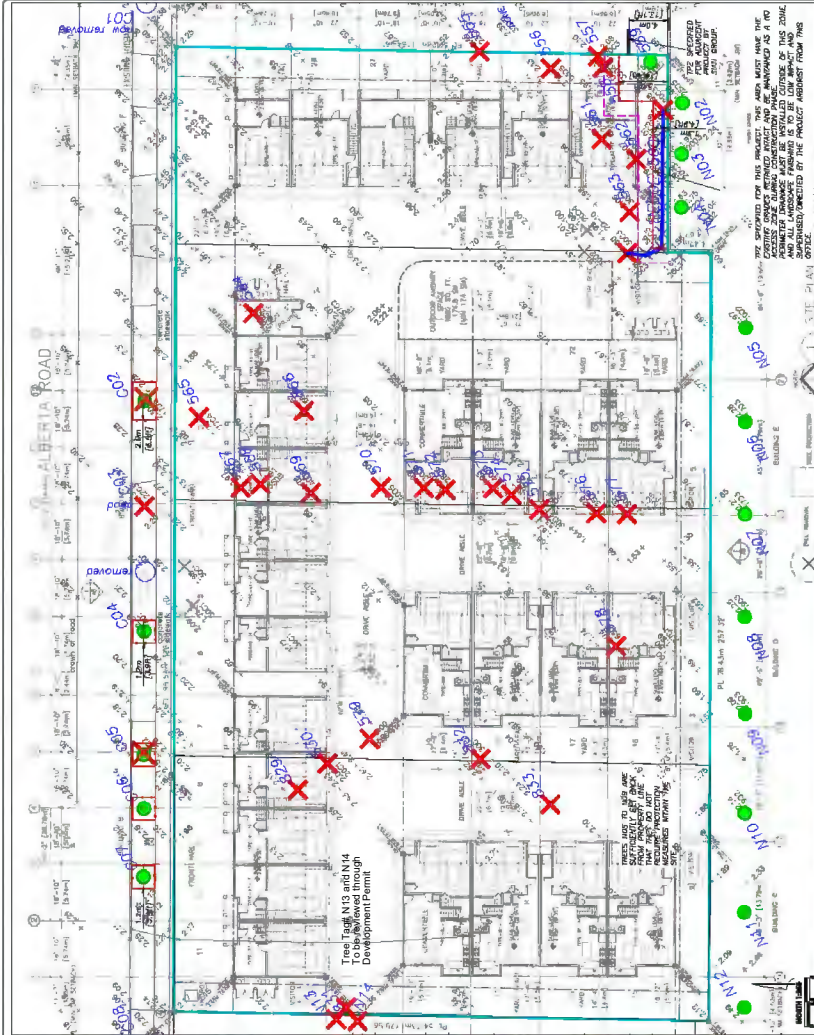
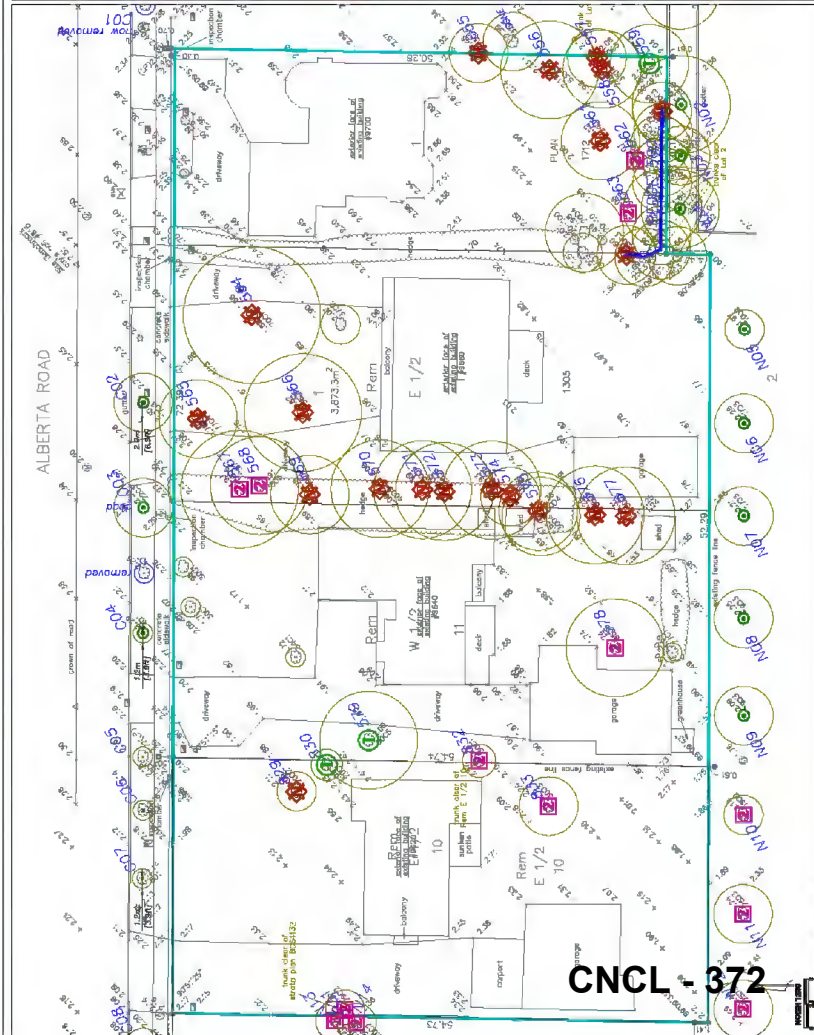
\* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.



City of Richmond

## Land Use Map

Bylaw 10375  
2022/06/20

[illegible]



**Address:** 9620, 9640, 9660 and 9700 Alberta Road

**File No.:** RZ 18-829606

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw (BYLAW 10671), the developer is required to complete the following:**

1. **(Development Permit)** The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development.
2. **(Lot Consolidation)** Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
3. **(Voluntary Tree Contribution – On Site)** City acceptance of the developer's offer to voluntarily contribute \$3,840 (\$768 per tree) to the City's Tree Compensation Fund for the planting of replacement trees within the City in lieu of planting the balance (5 trees) of required replacement trees on-site.
4. **(Voluntary Tree Contribution – Off Site)** City acceptance of the developer's offer to voluntarily contribute \$2,304 (\$768 per tree) to the City's Tree Compensation Fund for the removal of 3 City boulevard street trees located along the subject site's Alberta Road frontage.
5. **(Arborists Contract)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
6. **(Tree Survival Security – On site)** Submission of a Tree Survival Security to the City in the amount of \$10,000.
7. **(Tree Survival Security – Off site)** Submission of a Tree Survival Security to the City in the amount of \$20,304 for the 4 boulevard street trees to be retained that are located in the City road dedication.
8. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees (on-site; off-site; City property – road allowance; neighboring properties) to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site in accordance with the recommendations of the recommendations of the Certified Arborist and City requirements applicable to Tree Protection Zones.
9. **(Aircraft Noise – Sensitive Use)** Registration of an aircraft noise sensitive use covenant on title of the consolidated site. Existing aircraft noise sensitive use covenants registered on title at 9620 Alberta Road (BX401991), 9640 Alberta Road (BX401993) and 9660 Alberta Road (BX401992) to be discharged.
10. **(Flood Indemnity Covenant)** Registration of a flood indemnity covenant on title (2.9 m GSC - Area A).
11. **(Housing Tenure and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
12. **(City Centre Future Development Impacts)** Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.

13. **(Public Art – Cash Contribution)** City acceptance of the developer's offer to make a voluntary cash contribution towards the City's Public Art Fund, the terms of which shall include the following:

- a) The value of the developer's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site's proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

Building Type	Rate/ft <sup>2</sup>	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Residential	\$1.06	39,965 ft <sup>2</sup>	\$42,363

- b) In the event that the contribution is not provided within one year of the application receiving third reading of Council (i.e. Public Hearing), the contribution rate (as indicated in the table in item a) above) shall be increased annually thereafter based on the Statistics Canada Consumer Price Index (All Items) – Vancouver yearly quarter-to-quarter change, where the change is positive.

14. **(CCAP Community Planning)** City acceptance of the developer's voluntary contribution to future City community planning studies (as set out in the City Centre Area Plan) and as indicated in the table below.

	Site Area for Density Purposes (RTM3)	Maximum FAR	Maximum Permitted Floor Area	CCAP Community Planning Rate	Minimum Voluntary Developer Contribution
TOTAL	57,092 ft <sup>2</sup>	0.7	39,965 ft <sup>2</sup>	\$0.36 ft <sup>2</sup>	\$14,387

Note: In the event the developer contribution is not provided (cash) within one year of the Rezoning Bylaw receiving third reading of Council (Public Hearing), the contribution rate shall be changed to the Council-approved rate in effect at the time the contribution is provided and the value of the contribution shall be changed accordingly, where the change is positive.

15. **(Contribution Indoor Amenity)** Contribution of \$2,309 per dwelling unit in-lieu of on-site indoor amenity space for units 1-19 (e.g. \$43,871). Contribution of \$4,617 per dwelling unit in lieu of on-site indoor amenity space for units 20-29 (e.g. \$46,170) – Total contribution \$90,041.

16. **(Contribution – Affordable Housing)** City acceptance of the developer's offer of a voluntary cash-in-lieu contribution of \$18.00 per buildable square foot (e.g. \$719,359.20) to the City's Affordable Housing Reserve Fund.

17. **(Contribution – Market Rental Housing)** City acceptance of the developer's offer of a voluntary cash-in-lieu contribution of \$3.09 per buildable square foot (e.g. \$123,492) to the City's Affordable Housing Reserve Fund.

18. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

19. **(Servicing Agreement)** Enter into a Servicing Agreement (SA)\* for the design and construction of the servicing and frontage improvements described herein. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:

I. Frontage

- Widen existing concrete sidewalk to achieve a 2.0 m wide concrete sidewalk and reduce the existing landscaped boulevard to a minimum 1.5 m to achieve this.
- Assess and modify existing boulevard street trees to be retained along the subject site's frontage to ensure continuity of boulevard street trees is maintained along the subject site's frontage.
- Install a new pedestrian crosswalk across Alberta Road that is aligned with the existing North-South walkway along the north side of Alberta Road and ensure the design includes appropriate curb bulges consistent with applicable City design standards.
- Existing driveway letdowns to be replaced with the sidewalk, boulevard, curb and gutter frontage improvements described above.



- e) Relocation, modification, upgrade, or installation of any City-owned and third party assets along the northern frontage of the development site, including but not limited to bus stops, utility and light poles, pre-ducting, railings and signage.

## II. Water Works:

- a) Using the OCP Model, there is 297 L/s of water available at a 20 psi residual at the hydrant fronting 9728 Alberta Rd. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) At the Developers cost, the Developer is required to:
  - i. Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
  - ii. Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
  - iii. Fire department sign off is required to confirm if the location of the existing and proposed hydrants are sufficiently close to service the most remote principal entrance.
  - iv. Fire department approval is required for all fire hydrant installations, removals, and relocations.
  - v. Cut, cap and remove all existing 20mm water service connections.
  - vi. Install a new water service connection off of the watermain on Alberta Rd. Meter to be placed onsite in mechanical room.
  - vii. Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the Servicing Agreement process.
- c) At the Developers cost, the City is to:
  - i. Install a hydrant in the property frontage to meet City spacing requirements.
  - ii. Complete all tie-ins for the proposed works to existing City infrastructure.

## III. Storm Sewer Works:

- a) At the Developers cost, the Developer is required to:
  - i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
  - ii. Cut, cap, and remove all existing service leads and inspection chambers along the property line of the subject site.
  - iii. Install a new storm service connection off of the existing storm sewer on Alberta Rd, complete with new inspection chamber.
- b) At Developer's cost, the City is to:
  - i. Complete all tie-ins for the proposed works to existing City infrastructure.

## IV. Sanitary Sewer Works:

- a) At the Developers cost, the Developer is required to:
  - i. Upgrade the existing sanitary sewer main between SMH7158 and SMH7159, approximately 80 meters in length, to a minimum of Ø200mm. The exact size and dimensions shall be determined



- though a capacity analysis under the existing and OCP conditions and reviewed during the Servicing Agreement process.
- ii. Cut and cap all existing service leads and inspection chambers along the property line of the subject site.
  - iii. Install a new sanitary service connection off of the existing sanitary manhole SMH7159 on Alberta Rd., complete with new inspection chamber

b) At Developer's cost, the City is to:

- i. Complete all tie-ins for the proposed works to existing City infrastructure.

## V. Street Lighting

i. At Developer's cost, the Developer is required to:

- (1) Review street lighting levels along all road and lane frontages, and upgrade as required.

## VI. General Items:

a) At Developer's cost, the Developer is required to:

- i. Complete other frontage improvements as per Transportation's requirements
- ii. Coordinate with BC Hydro, Telus and other private communication service providers:
  - (a) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
  - (b) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - (c) To underground overhead service lines.
- iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., SRW dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRW(s) that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
  - BC Hydro Vista – Confirm SRW dimensions with BC Hydro
  - BC Hydro PMT – 4.0 x 5.0 m
  - BC Hydro LPT – 3.5 x 3.5 m
  - Street light kiosk – 1.5 x 1.5 m
  - Traffic signal kiosk – 2.0 x 1.5 m
  - Traffic signal UPS – 1.0 x 1.0 m
  - Shaw cable kiosk – 1.0 x 1.0 m
  - Telus FDH cabinet – 1.1 x 1.0 m
- iv. Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
- v. Provide a video inspection report of the existing sanitary sewer main and sanitary forcemain along the Alberta Rd. frontage prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide

- recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer's cost.
- vi. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the servicing agreement design.
  - vii. Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
  - viii. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures.
  - ix. Submit a proposed strategy at the building permit stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the Developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.
  - x. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
  - xi. Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**Prior to a Development Permit\* being forwarded to the Development Permit Panel for consideration, the developer is required to (*note – the following is a preliminary list and subject to change/modification through the review and processing of the development permit application*):**

1. **(Landscape Plan and Security)** Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and 10% contingency. If the required replacement trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$768/tree to the City's Tree Compensation Fund for off-site planting is required.
2. **(Acoustical and Thermal Report)** Complete an acoustical and thermal report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

3. **(Energy Efficiency Report)** Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City's Official Community Plan and Building Regulation Bylaw No. 7230.

**Prior to Building Permit Issuance, the developer must complete the following requirements (note – the following is a preliminary list and subject to change/modification through the review and processing of the building permit application):**

1. **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. **(Accessibility Measures)** Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. **(Construction Hoarding)** Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

- Signed Copy on File -

Signed

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10277 (RZ 17-775025)  
6740 and 6780 Francis Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it a "TWO-UNIT DWELLINGS (ZD7) – FRANCIS ROAD (BLUNDELL)" site specific zone.

P.I.D. 010-027-998

Lot 3 Section 30 Block 4 North Range 6 West New Westminster District Plan 14934

P.I.D. 004-910-796

Lot 2 Section 30 Block 4 North Range 6 West New Westminster District Plan 14934

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 10277**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

JUN 14 2021

JUL 19 2021

JUL 19 2021

JUL 19 2021

MAY 28 2025

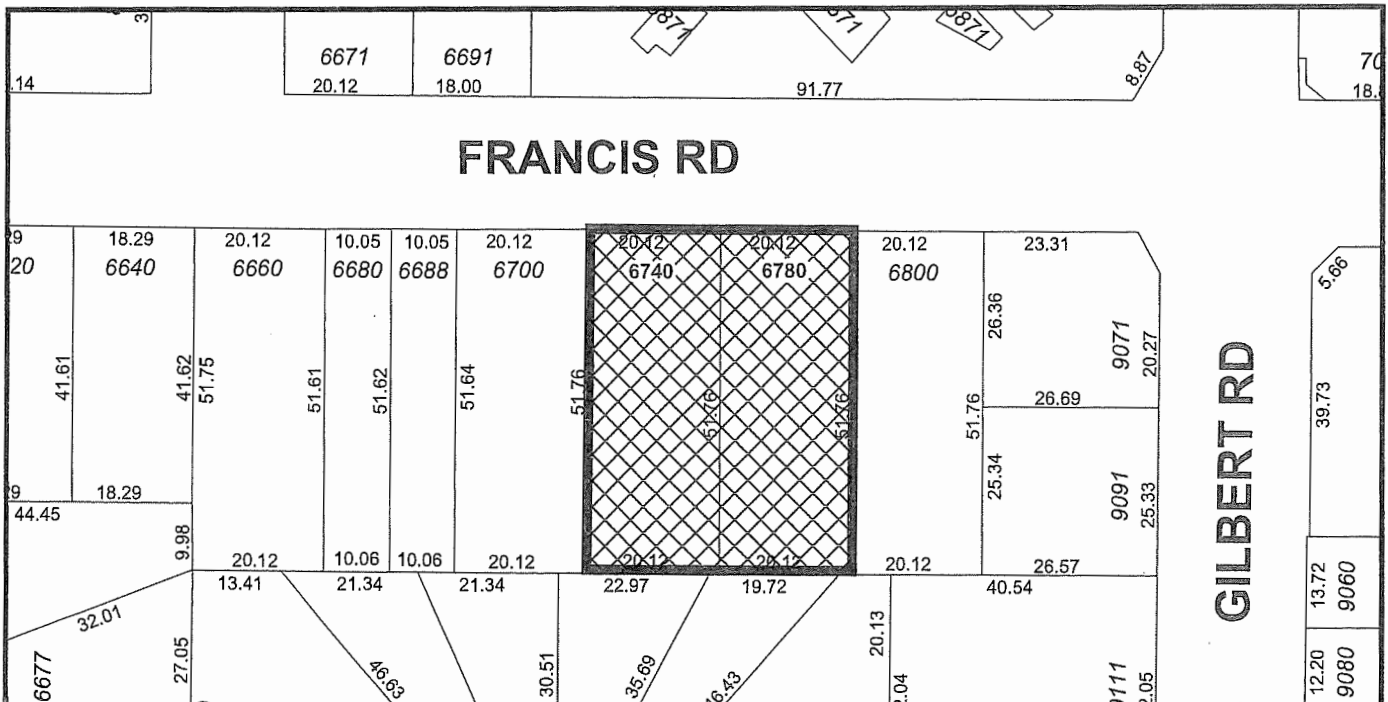
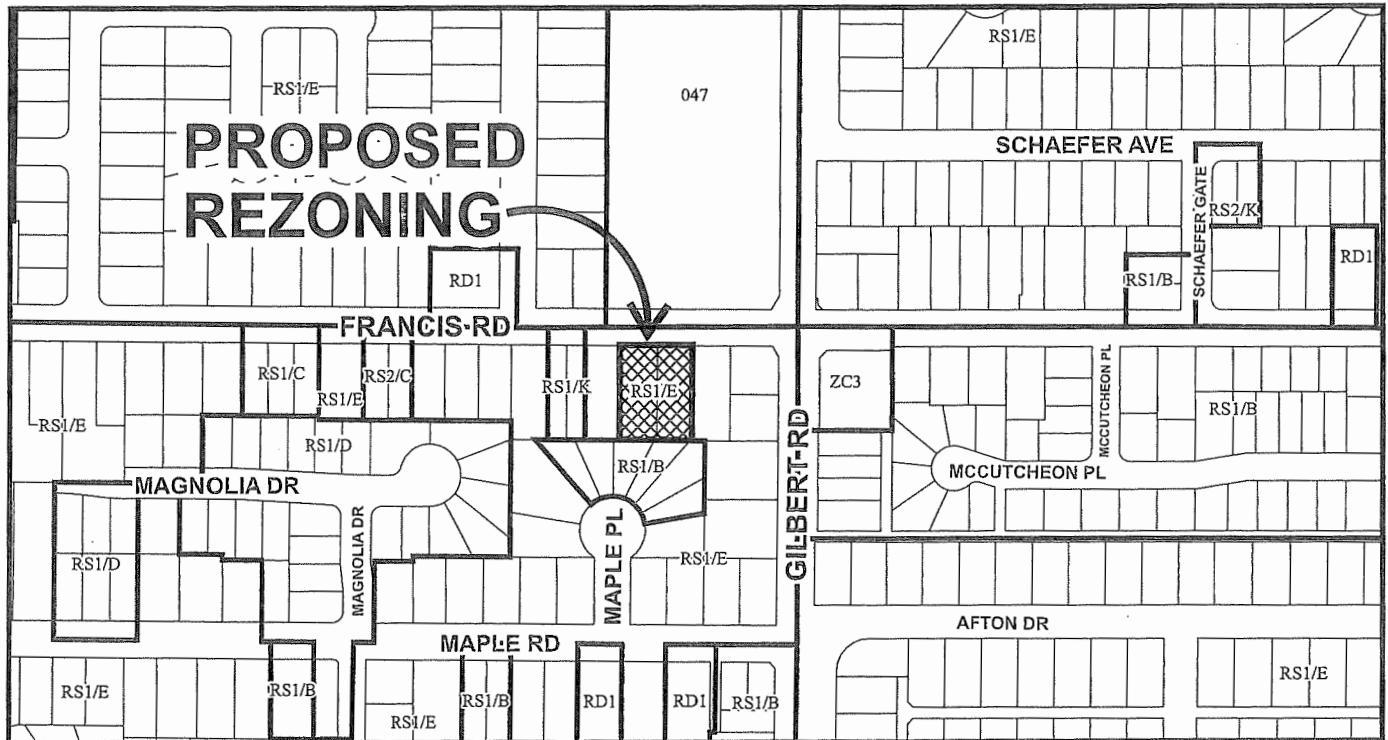


MAYOR

CORPORATE OFFICER



# City of Richmond



## RZ 17-775025

Original Date: 06/27/17

Revision Date: 05/11/21

Note: Dimensions are in METRES





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 10288 (RZ 16-731275)  
6571 and 6591 No. 1 Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "**LOW DENSITY TOWNHOUSES (RTL4)**"

P.I.D. 006-845-452

Legal Lot 15, Section 10, Block 4N, Range 7, New Westminster Land District,  
Plan 33370

P.I.D. 006-845-487

Legal Lot 16, Section 10, Block 4N, Range 7, New Westminster Land District,  
Plan 33370

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 10288**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED



FEB 28 2022

MAR 21 2022

MAR 21 2022

MAR 21 2022

MAY 28 2025

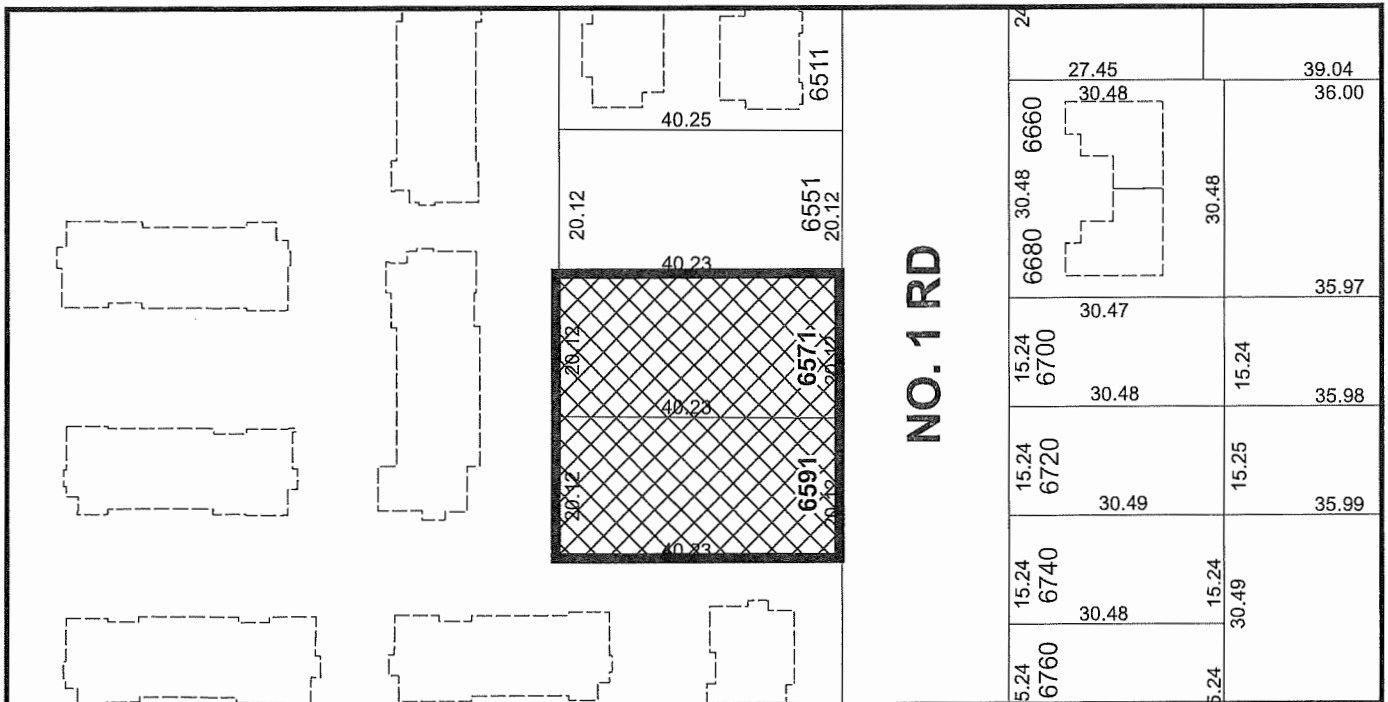
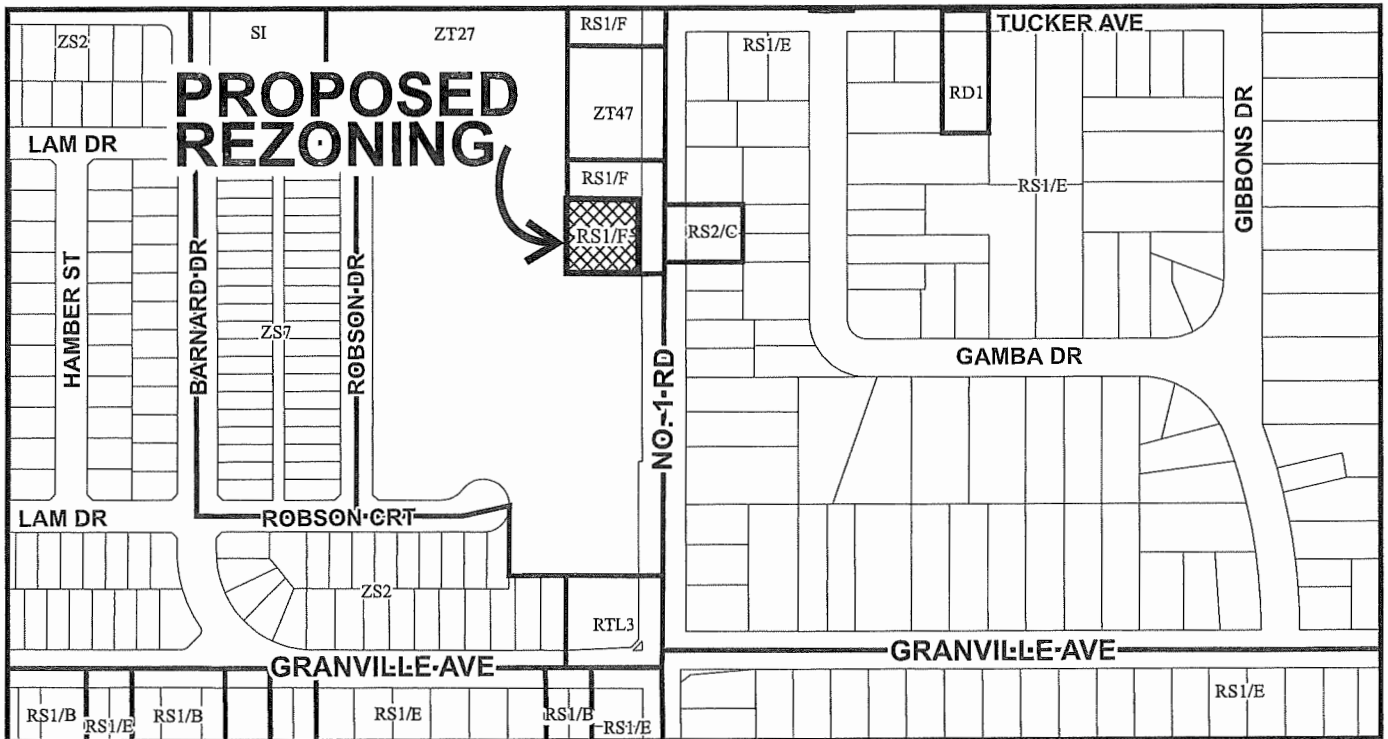
CITY OF RICHMOND
APPROVED by

APPROVED by Director or Solicitor


MAYOR

CORPORATE OFFICER



# City of Richmond



RZ 16-731275

Original Date: 05/10/16

Revision Date: 11/15/21

Note: Dimensions are in METRES



**Richmond Zoning Bylaw No. 8500,  
Amendment Bylaw No. 10665**

The Council of the City of Richmond enacts as follows:

1. **Richmond Zoning Bylaw No. 8500**, as amended, is further amended at section 1.10 Enforcement, by deleting section 1.10.3 and replacing it with the following:

“1.10.3 Any person who contravenes any provision of this bylaw, or who suffers or permits any act or thing to be done in contravention of or in violation of any of this bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out or perform any duty, obligation, matter or thing required by this bylaw commits an offence, and:

- a) is liable for penalties and late payment amounts established in Schedule A of the Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122;
- b) is subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122* in accordance with the *Local Government Bylaw Notice Enforcement Act*, SBC 2003, c.60, as they may be amended or replaced from time to time;
- c) is subject to such fines as may be prescribed in Municipal Ticket Information Authorization Bylaw No. 7321; and
- d) is liable on summary conviction, to a fine of not less than One Thousand Dollars (\$1,000) and not more than Fifty Thousand Dollars (\$50,000), plus the costs of prosecution.”

2. **Richmond Zoning Bylaw No. 8500**, as amended, is further amended at section 3.4 Use and Term Definitions, by deleting the words “30 days or less” in the definition of **Bed and breakfast** and replacing them with the words “90 days or less”.

3. **Richmond Zoning Bylaw No. 8500**, as amended, is further amended at section 5.20 Short Term Rental of Dwelling Units, by deleting section 5.20.1 and replacing it with the following:

“5.20.1 No person shall use or permit to be used any **dwelling unit**, or portion thereof, for accommodation for a period of less than ninety (90) days unless such **dwelling unit** forms part of a **hotel** or a **motel**, or is used for **boarding and lodging, agri-**

**tourist accommodation, community care facility, dormitory, or bed and breakfast use in compliance with all applicable bylaws.”**

4. This Bylaw is cited as “**Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10665**”.

FIRST READING

APR 28 2025

PUBLIC HEARING

MAY 20 2025

SECOND READING

MAY 20 2025

THIRD READING

MAY 20 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
GB
APPROVED for legality by Solicitor
BRB

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MAYOR

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CORPORATE OFFICER



City of  
Richmond

## Bylaw 10666

### Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10666

The Council of the City of Richmond enacts as follows:

1. Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, as amended, is further amended by adding the content of the table in Schedule A attached to and forming part of this Bylaw, to Schedule – Richmond Zoning Bylaw No. 8500 in Bylaw No. 8122 in numerical order.
2. Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, as amended, is further amended at Schedule – Richmond Zoning Bylaw No. 8500, by deleting the words “Dwellings – rentals for less than 30 days” and replacing them with the words “Dwellings – rentals for less than 90 days”
3. This Bylaw is cited as “**Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10666**”.

FIRST READING

APR 28 2025

SECOND READING

APR 28 2025

THIRD READING

APR 28 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
GB
APPROVED for legality by Solicitor
BRB

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MAYOR

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CORPORATE OFFICER



## Schedule A to Bylaw No. 8122

Schedule – Richmond Zoning Bylaw No. 8500							
Designated Bylaw Contraventions and Corresponding Penalties							
A1 Bylaw	A2 Description of Contravention	A3 Section	A4 Compliance Agreement Available	A5 Penalty	A6 Early Payment Option	A7 Late Payment Amount	A8 Compliance Agreement Discount
Richmond Zoning Bylaw No. 8500	Period of Time from Receipt (inclusive)		N/A	29 to 60 days	1 to 28 days	61 days or more	N/A
	Non-compliant development/use	1.4.2	No	\$ 500.00	\$ 450.00	\$ 550.00	N/A



**Municipal Ticket Information Authorization Bylaw No. 7321,  
Amendment Bylaw No. 10667**

The Council of the City of Richmond enacts as follows:

1. Municipal Ticket Information Authorization Bylaw No. 7321, as amended, is further amended by:
  - (a) Deleting the provisions regarding Section 1.4.2 and 5.20.1 in Schedule B 17; and
  - (b) Inserting the following offences in bylaw section order into Schedule B 17:

Offence	Bylaw Section	Fine
"Non-compliant development/use	1.4.2	\$ 1,000
Bed and Breakfast – stay exceeding 90 days	1.4.2	\$ 1,000
Dwellings – rentals for less than 90 days	5.20.1	\$ 1,000"

2. This Bylaw is cited as "**Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10667**".

FIRST READING

APR 28 2025

SECOND READING

APR 28 2025

THIRD READING

APR 28 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
GB
APPROVED for legality by Solicitor
BRB

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MAYOR

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CORPORATE OFFICER



**Business Regulation Bylaw No. 7538,  
Amendment Bylaw No. 10668**

The Council of the City of Richmond enacts as follows:

1. **Business Regulation Bylaw No. 7538**, as amended, is further amended at Part Twenty-Two: Bed & Breakfast Establishment Regulations, by deleting section 22.1 and replacing it with the following:

“22.1 Without first obtaining a **licence** for a **bed and breakfast establishment**, persons must not provide guests with **residential rental accommodation** for rental periods of less than 90 days.”

2. **Business Regulation Bylaw No. 7538**, as amended, is further amended at Part Twenty-Three: Boarding and Lodging Regulations, by deleting section 23.1 and replacing it with the following:

“23.1 Without first obtaining a **licence** for **short term boarding and lodging**, persons must not provide guests with **boarding and lodging** for rental periods of less than 90 days.”

3. This Bylaw is cited as “**Business Regulation Bylaw No. 7538, Amendment Bylaw No. 10668**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

APR 28 2025

APR 28 2025

APR 28 2025

CITY OF RICHMOND
APPROVED for content by originating dept.
GB
APPROVED for legality by Solicitor
BRB

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MAYOR

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CORPORATE OFFICER



**Business Licence Bylaw No. 7360,  
Amendment Bylaw No. 10669**

The Council of the City of Richmond enacts as follows:

1. **Business Licence Bylaw No. 7360**, as amended, is further amended at Section 7.1 by deleting the words “less than 30 days” in the definition of “Short Term Boarding and Lodging” and replacing them with the words “less than 90 days”.
2. This Bylaw is cited as “**Business Licence Bylaw No. 7360, Amendment Bylaw No. 10669**”.

FIRST READING

APR 28 2025

SECOND READING

APR 28 2025

THIRD READING

APR 28 2025

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division
GB
APPROVED for legality by Solicitor
BRB

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MAYOR

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CORPORATE OFFICER



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

The Council of the City of Richmond enacts as follows:

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

P.I.D. 031-966-080

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

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

FIRST READING

MAY 26 2025

SECOND READING

MAY 26 2025

THIRD READING

MAY 26 2025

ADOPTED

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

\_\_\_\_\_  
MAYOR

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CORPORATE OFFICER



Bylaw 10672

Schedule A

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

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

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

**THIS AGREEMENT** is dated for reference 14<sup>th</sup> day of April, 2025,

**AMONG:**

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

(the “Owner”)

**AND:**

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

(the “City”)

**WHEREAS:**

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

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

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

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

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

- (a) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (c) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **“CCAP”** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (e) **“City”** means the City of Richmond;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (h) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (i) **“Daily Amount”** means \$100.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (j) **“Development”** means that portion of the mixed-use, mid-rise and high-rise development contemplated by the Rezoning to be constructed on the Lands;
- (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. 23-020753;
- (l) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;

- (m) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (n) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (o) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (p) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) **“Lands”** means the lands and premises legally described as PID: 031-966-080, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (s) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) **“LTO”** means the New Westminster Land Title Office or its successor;
- (u) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (v) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (w) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;

- (x) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (y) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (z) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (aa) **“Rezoning”** means the rezoning of, *inter alia*, the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (bb) **“Senior”** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (cc) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ee) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ff) **“Tenant”** means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;



- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## **ARTICLE 2**

### **USE AND OCCUPANCY OF RENTAL HOUSING UNITS**

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, "permanent residence" means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested

by the City in respect to an Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement

2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:

(a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:

(i) submitted to the City a Development Permit application that includes the Market Rental Housing Units; and

(ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;

(b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;

(c) not apply for a final Building Permit inspection permitting occupancy in respect of that Development, nor take any action to compel issuance of a final building permit inspection permitting occupancy, unless and until all of the following conditions are satisfied:

(i) the Market Rental Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City; and

(ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including parking and Common Amenities;

(d) not permit the Development or any portion thereof to be occupied, unless and until the Market Rental Housing Units have received final Building Permit

inspection granting provisional or final occupancy of the Market Rental Housing Units; and

- (e) not subdivide the Market Rental Housing Units into individual strata lots, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than 1 strata lot, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion.

### ARTICLE 3

#### DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 Without limiting section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.3 If this Agreement encumbers more than one Market Rental Housing Unit, then the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one building;
  - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "building" for the purpose of this section 3.3; and
  - (c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being Subdivided such that all of the Market Rental Housing Units are contained in a single parcel.

- 3.4 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

    - (i) the number of occupants of the Market Rental Housing Unit;
    - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
    - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors”;
  - (b) defines the term “Landlord” as the Owner of the Market Rental Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.6 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all Common Amenities; and

- (d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:
- (i) strata fees;
  - (ii) strata property contingency reserve fees;
  - (iii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
  - (iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or
  - (v) property or similar tax;

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

- (vi) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating); and
  - (vii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.
- 3.7 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.8 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.
- 3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.



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

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

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

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

**ARTICLE 5  
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands which contain the Market Rental Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Units, as applicable, as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited

common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

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

## **ARTICLE 6 DEFAULT AND REMEDIES**

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

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

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

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

**7.2 No Compensation**

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

### 7.3 **Modification**

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

### 7.4 **Management**

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

The Owner further covenants and agrees that it will vote:

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

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

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

### 7.5 **Indemnity**

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

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

#### **7.6 Release**

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

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

#### **7.7 Survival**

The obligations of the Owner set out in sections 7.5 and 7.6 of this Agreement will survive termination or release of this Agreement.

#### **7.8 Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are



pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

#### **7.9 City's Powers Unaffected**

This Agreement does not:

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

#### **7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

#### **7.11 No Public Law Duty**

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

#### **7.12 Notice**

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

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

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

Copies to: City Solicitor and Director of Development

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

**7.24 Counterparts**


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

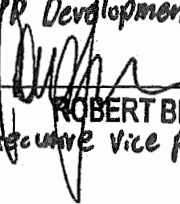
This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

*[remainder of page intentionally blank]*

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

**POLYGON TALISTAR HOMES LTD.**  
(INC. NO. BC1167752), by its authorized signatory(ies):

  
Name: **G. SCOTT BALDWIN**  
Title: *SVP Development.*

  
Name: **ROBERT BRUNO**  
Title: *Executive Vice President.*

**CITY OF RICHMOND,**  
by its authorized signatories:

\_\_\_\_\_  
Malcolm D. Brodie, Mayor

\_\_\_\_\_  
Claudia Jesson, Corporate Officer

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





**To:** Richmond City Council

**Date:** May 28, 2025

**From:** Elizabeth Ayers  
Development Permit Panel

**File:** DP 22-021165

**Re:** Development Permit Panel Meeting Held on January 17, 2024 and March 27, 2024

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**Staff Recommendation**

That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 22-021165) for the properties at 6571 and 6591 No. 1 Road, be endorsed and the Permit so issued.

Elizabeth Ayers  
Development Permit Panel

## **Panel Report**

The Development Permit Panel considered the following items at its meetings held on January 17, 2024 and March 27, 2024.

DP 22-021165 – 0853803 BC LTD. AND 1121648 BC LTD. – 6571 AND 6591 NO. 1 ROAD  
(January 17, 2024 and March 27, 2024)

The Panel considered a Development Permit (DP) application to permit the construction of eight townhouse units at 6571 and 6591 No. 1 Road on a site zoned “Low Density Townhouses (RTL4)”. The proposal includes a variance to reduce the minimum required lot width on major arterial roads from 50.0 m to 40.2 m.

The application was reviewed at the meetings held on January 17, 2024, and March 27, 2024.

At the meeting held on January 17, 2024: The applicant’s architect, Eric Law, of Eric Law Architect, and the applicant’s landscape architect Yiwen Ruan, of PMG Landscape Architects, provided a brief visual presentation highlighting:

- The project has been designed with careful consideration of its site context.
- A new driveway is proposed along the north side, next to the existing single-family home at 6551 No. 1 Road. This driveway will be secured by a Statutory Right-of-Way to provide shared access to the neighbouring property to the north should it redevelop in the future.
- The site grade along the west property line will be raised to match the existing grade of the properties to the west and create an appropriate interface with the adjacent townhouse development to the west and improve the usability of the backyards of the rear units in the proposed development.
- The proposal includes one convertible unit.
- The project is designed to achieve Level 3 of the BC Energy Step Code and will incorporate low carbon emission systems.
- Landscaping for the three-storey front units along No. 1 Road includes berms to reduce their apparent height so they appear as two-storey units.
- Permeable pavers are proposed to highlight key points on the driveway and internal drive aisle.
- The common outdoor amenity area includes children’s play equipment and bench seating.
- Nine trees are proposed to be planted on-site.
- On-site irrigation will be provided for all soft landscaping areas.

In reply to a query from the Panel, Mr. Law noted that mechanical equipment for the townhouse units will be installed on the second floor of the units.

Staff noted that (i) there is a Servicing Agreement associated with the rezoning application to the proposed development for frontage works and site services, and (ii) the proposed lot width variance is a technical variance and was identified at rezoning.

Shiraz and Almas Mohamed (6551 No. 1 Road) submitted correspondence communicating concerns about property devaluation, negative impacts on the enjoyment and marketability of their home. Staff noted that the letter of Mr. Shiraz Mohamed and his wife, owners of the adjacent single-family home to the north (6551 No. 1 Road), pertains to land use, which is outside of the purview of the Panel.

The Panel expressed concern regarding the site grade, in particular the elevations of the driveway, internal drive aisle and ground floor/garage of the townhouse units, which meet the City's Flood Plain Designation and Protection bylaw requirements but are below the street level and potentially at risk of flooding.

In response, staff noted two options to address the concerns:

- to refer the application back to staff to work with the applicant to increase the site grade and provide time for the applicant to consider how that would be accomplished and address any architectural changes before returning; or,
- to endorse the Permit with direction that site grading be amended prior to the application being presented to City Council for consideration; however, the application would not then return to the Panel and would limit any changes the applicant could make to the application.

In reply to a query from the Panel, Mr. Law noted that the heating system includes an electrical hot water tank, located on second level. It was noted the equipment could be potentially located at grade once overall site grade is raised.

As result of the discussion, the application was referred to staff in order for the applicant to work with staff to increase the site grade and introduce necessary changes to the project design in order to mitigate the risk of flooding in the proposed development.

At the meeting held on March 27, 2024: The applicant's architect, Eric Law, of Eric Law Architect, and the applicant's landscape architect Yiwen Ruan, of PMG Landscape Architects, provided background information and highlights of the proposed development, as previously noted at the January 17, 2024 meeting, and in addition to the comments provided at that meeting, responded to the subsequent referral, "to increase the site grade and introduce necessary changes to the project design in order to mitigate the risk of flooding in the proposed development", and noted the following:

- The proposed eight townhouses are positioned with four, 2.5-storey townhouses facing No. 1 Road, and the other four, 3-storey townhouses, directly behind, facing west.
- For the fronting level townhouses, habitable residential space is not permitted on the ground level because of the flood plain level, therefore only parking is permitted on the ground level, with the living space and all the mechanical space on the second level living and dining area, and third level for bedrooms.
- There is one convertible unit at the end, which allows for a future shaft and elevator for the unit.
- Each unit includes a private yard and a shade tree.

- A low aluminum picket fence is proposed along the yards fronting No. 1 Road. Wooden fences no taller than 6 ft. are proposed along the rear and side yards for additional privacy.
- A small retaining wall, bench and play area with play equipment are proposed at the southeast side of the site.
- A rack for two bicycles is proposed between Buildings B and C.

Staff noted that (i) the revised proposal for the Panel's consideration responds to the previous referral back to staff from the Panel, (ii) site grade has been increased to create positive drainage flow back to No. 1 Road, (iii) additionally, the variance is a technical variance based on the land assembly size, and was considered through the rezoning process, (iv) there is a Servicing Agreement for frontage works and site services, (v) the project will achieve Energy Step Code Level 3 with low carbon energy systems for heating and cooling within each unit, and (vi) there is also a one convertible unit included in the proposal.

In reply to a query from the Panel regarding the property at 6551 No. 1 Road, staff noted (i) the property to the north is not part of the subject application and would require a future rezoning application should they choose to redevelop for townhouse development in the future, (ii) the driveway access will be provided to the site and there will be a Statutory Right-of-Way secured over the driveway on the subject site in order to be used for access when the site to the north is developed.

In reply to a queries from the Panel, Ms. Dimitrova noted (i) the lawn areas are large enough to be viable and maintainable, (ii) the play area is fairly small with a wood chip fibre safety surface, typical for playgrounds on grade for surface use of play equipment, but replacing with rubber could be considered, (iii) the landscape design does not include lighting or gateway light for low walkways as there is lighting attached on the buildings and street lights along the street as well as at the back.

The Panel expressed support for the proposal, noting the response to the Panel's referral of January 17, 2024, meeting, to mitigate the risk of flooding of the site in the future.

The Panel recommends the Permit be issued.



# City of Richmond

## Report to Council

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**To:** Richmond City Council

**Date:** May 28, 2025

**From:** Milton Chan  
Chair, Development Permit Panel

**File:** DP 21-941827

**Re:** **Development Permit Panel Meeting Held on March 13, 2024**

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### Staff Recommendation

That the recommendation of the Panel to authorize the issuance of Development Permit (DP 21-941827) for the property at 6740 and 6780 Francis Road, be endorsed and the Permit so issued.

Milton Chan  
Chair, Development Permit Panel  
(604-276-4377)



### **Panel Report**

The Development Permit Panel considered the following items at its meetings held on March 13, 2024.

#### DP 21-941827 – VIVID GREEN ARCHITECTURE INC. – 6740 AND 6780 FRANCIS ROAD (March 13, 2024)

The Panel considered a Development Permit (DP) application to permit the construction of a total of four front-to-back duplexes at 6740 and 6780 Francis Road (one duplex on each new lot created after subdivision), on lots zoned “Two-Unit Dwellings (ZD7) – Francis Road (Blundell)”.

The applicant's architect, Rosa Salcido, of Vivid Green Architecture, and landscape architect, David Rose, of PD Group Landscape Architecture Ltd., provided a brief visual presentation highlighting:

- The proposal includes four two-storey front-to-back duplexes in four lots with a shared drive aisle located between each pair of duplexes.
- Each unit is provided with two resident parking spaces and one visitor parking space for each pair of duplexes.
- The entries to all units are visible from the street.
- There are on-site and off-site trees that are identified for retention, including the hedgerow along the south property line and an existing street tree on the Francis Road frontage.
- The landscape plan includes the planting of 11 trees on-site including conifer trees which are provided in the rear yards of the back units.
- Permeable pavers in different colours are proposed for the surface treatment of the shared drive aisles, entrance pathways, and visitor parking spaces.
- Each unit is provided with aging-in-place features, and one convertible unit is provided in the proposed development.
- Utility pathways are provided for moving garbage and recycling between the back units and the garbage and collection areas at the front.
- Colours for each unit are varied to provide identity to individual units.
- The project has been designed to meet Energy Step Code 3 with a Low Carbon Energy System.

Staff noted that (i) there is a Servicing Agreement associated with the project for frontage works and site services which is required prior to approval of the subdivision, (ii) the applicant's efforts to retain the hedgerow along the south property line is appreciated, and (iii) there is contribution towards the upgrading of the crosswalk at the Francis Road and Minler Road intersection through the rezoning process.

In reply to a query from the Panel, the applicant noted that the proposed width of the shared drive aisles complies with the Zoning Bylaw requirement. In addition, Mr. Craig noted that on-site vehicle manoeuvring has been reviewed by the City's Transportation Department, complies

with the City's requirements, and is consistent with the access proposed at the time of the Rezoning.

In reply to further queries from the Panel, the applicant noted that (i) the heat pump for each unit is located either on the second floor deck or rear walls of buildings and will be screened to mitigate noise, (ii) the sides of second floor balconies adjacent to neighbouring properties will be landscaped with planters to provide screening and privacy, and (iii) bicycle parking is accommodated in the carport between the vehicle parking space and the screening fence to prevent headlight glare of parked vehicles.

The Panel expressed support for the project and noting that it is well thought out.

The Panel recommends the Permit be issued.



**Mayor and Councillors  
City of Richmond  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1**

**SENT BY EMAIL**

**May 29, 2025**

**Re: UBCM resolution - Housing as a Human Right**

This submission is on behalf of the Richmond Poverty Reduction Coalition (RPRC) to request the City of Richmond **endorse and forward a resolution to the 2025 UBCM** conference regarding the right to housing. It originates from the BC Poverty Reduction Coalition (BCPRC), of which the RPRC is an active member.

The RPRC is *'a coalition of Richmond residents and agencies working together to reduce poverty and the impacts of poverty with research, projects, and public education.'* Our members include numerous local Richmond organizations providing services to low-income Richmond residents. Every agency reports the biggest challenge for their clients and members is finding affordable, safe, and accessible housing in this community.

The RPRC applauds the work the City of Richmond is doing in their LEMR program and working with developers to build housing. But we recognize there is only so much a municipality can do without greater involvement of senior levels of government.

The BCPRC has been advocating to have the province of BC recognize housing as a human Right. Now they are approaching City Councils across BC for support. The aim is to pass a joint motion at the Union of BC Municipalities in September 2025 calling on the province of BC to treat housing as a human right.

The RPRC requests the City of Richmond endorse the accompanying resolution for the UBCM to recognize housing as a human right.

The suggested resolution is enclosed as attachment 1.

Sincerely,

A handwritten signature in black ink that reads "Deirdre Whalen".

Deirdre Whalen  
President, RPRC

cc. RPRC Directors  
BCPRC Sacia Burton

## **Attachment 1**

### **BC Poverty Reduction Coalition Resolution to City Councils for 2025 UBCM**

WHEREAS recognizing housing as a human right fundamentally shifts government motivations by adding critical urgency and responsibility to ensure access to affordable housing (meaning housing costs are aligned with income) through policies that prevent homelessness, address the escalating housing and homelessness crisis, eliminate discrimination, and prioritize the needs of vulnerable and marginalized populations;

AND WHEREAS the Government of Canada affirmed the right to housing as a matter of international law and enshrined it domestically through the National Housing Strategy Act (2019), recognizing housing as a human right and establishing mechanisms for accountability and inclusion;

THEREFORE, BE IT RESOLVED that the UBCM call for the BC Government to enshrine housing as a human right in legislation and forthcoming housing and homelessness strategies, ensuring that housing policy in British Columbia is grounded in principles of equity, accessibility, accountability, and the inherent dignity of all people.