



**City Council**

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

**Monday, July 11, 2016  
7:00 p.m.**

Pg. #      ITEM

MINUTES

1. ***Motion to:***

- (1) ***adopt the minutes of the Regular Council meeting held on June 27, 2016*** (distributed previously); ***and***
- (2) ***adopt the minutes of the Special Council meetings held on June 27, 2016 and July 4, 2016*** (distributed previously).



AGENDA ADDITIONS & DELETIONS

PRESENTATION

Liesl Jauk, Manager Arts Services, to present the Arts Update Video.

COMMITTEE OF THE WHOLE

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



3. Delegations from the floor on Agenda items.

**(PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED; OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS - ITEM NO. 19.)**

4. *Motion to rise and report.*



## RATIFICATION OF COMMITTEE ACTION

## CONSENT AGENDA

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

## CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- Richmond Food Charter
- Richmond Arts Update 2015
- Happy Tree House BBQ Restaurant Ltd. Unit 105-8171 Alexandra Road
- Forthcoming Provincial Consultation on New Models of Transportation, Accommodation Services and Other Sharing Economy Applications
- Odour Management from Organic Recycling Facilities Update
- 2017-2021 Budget Process
- Housing Agreement Bylaw No. 9544 to Permit the City of Richmond to Secure Affordable Housing Units Located at 9251 and 9291 Alexandra Road (Jingon Development Group)
- Housing Agreement Bylaw No. 9552 to Permit the City of Richmond to Secure Affordable Housing Units Located at 23241, 23281 and Part of 23301 Gilley Road, and Part of 23060 and 23000 Westminster Highway (Oris Developments (Hamilton) Corp.)
- Large Homes in the Agricultural Land Reserve
- Land use applications for first reading (to be further considered at the Public Hearing on July 18, 2016):
  - 9351 No. 1 Road – Rezone from Single Detached (RS1/E) to Compact Single Detached (RC2) (0870068 BC Ltd. – applicant)

## Council Agenda – Monday, July 11, 2016

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- 9460 Williams Road – Rezone from Single Detached (RS1/E) to Compact Single Detached (RC2) (Sansaar Investments Ltd. – applicant)
- 12040 No. 5 Road – Rezone from Agricultural (AG1) to Light Industrial (IL) (Haydenco Holdings Ltd. – applicant)

5. *Motion to adopt Items No. 6 through No. 18 by general consent.*



Consent  
Agenda  
Item

6. **COMMITTEE MINUTES**

*That the minutes of:*

- CNCL-10      (1) *the **Parks, Recreation and Cultural Services Committee** meeting held on June 28, 2016;*
- CNCL-26      (2) *the **General Purposes Committee** meeting held on July 4, 2016;*
- CNCL-32      (3) *the **Finance Committee** meeting held on July 4, 2016; and*
- CNCL-35      (4) *the **Planning Committee** meeting held on July 5, 2016;*
- be received for information.*



Consent  
Agenda  
Item

7. **RICHMOND FOOD CHARTER**

(File Ref. No. 11-7000-01) (REDMS No. 5032742 v. 3)

CNCL-40

**See Page CNCL-40 for full report**

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

*That the Richmond Food Charter, as detailed in the staff report titled "Richmond Food Charter," dated June 8, 2016, from the Senior Manager, Parks, be endorsed.*



Consent  
Agenda  
Item

8. **RICHMOND ARTS UPDATE 2015**

(File Ref. No. 11-7000-01) (REDMS No. 5032449)

CNCL-47

**See Page CNCL-47 for full report**

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE  
RECOMMENDATION

- (1) *That the staff report titled, "Richmond Arts Update 2015" from the Director, Arts, Culture and Heritage Services, dated June 3, 2016, be received for information; and*

- (2) *That the City of Richmond Arts Update 2015 be circulated to the Community Partners and Funders for their information.*



Consent  
Agenda  
Item

9. **HAPPY TREE HOUSE BBQ RESTAURANT LTD. UNIT 105-8171  
ALEXANDRA ROAD**

(File Ref. No. 12-8275-01) (REDMS No. 5035767 v. 2)

CNCL-98

See Page CNCL-98 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

*That the application from Happy Tree House BBQ Restaurant Ltd., for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 304859 from 9:00 a.m. to midnight Monday to Sunday to 9:00 a.m. to 2:00 a.m. Monday to Sunday, be supported and that a letter be sent to the Liquor Control and Licensing Branch advising that:*

- (1) *Council supports the amendment for an increase in liquor service hours as the increase will not have a significant impact on the community;*
- (2) *Council's comments on the prescribed criteria (set out in Section 53 of the Liquor Control and Licensing Regulations) are as follows:*
  - (a) *The potential for additional noise and traffic in the area was considered;*
  - (b) *The impact on the community was assessed through a community consultation process; and*
  - (c) *Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
- (3) *As the operation of a licenced establishment may affect nearby residents the City gathered the view of the residents as follows:*
  - (a) *Property owners and businesses within a 50 metre radius of the subject property were contacted by letter detailing the application, providing instructions on how community comments or concerns could be submitted; and*
  - (b) *Signage was posted at the subject property and three public notices were published in a local newspaper. This signage and notice provided information on the application and instructions on how community comments or concerns could be submitted; and*



(4) *Council's comments and recommendations respecting the view of the residents are as follows:*

(a) *That based on the number of letters sent and the lack of response received from all public notifications, Council considers that the amendment is acceptable to the majority of the residents in the area and the community.*



Consent  
Agenda  
Item

10. **FORTHCOMING PROVINCIAL CONSULTATION ON NEW MODELS OF TRANSPORTATION, ACCOMMODATION SERVICES AND OTHER SHARING ECONOMY APPLICATIONS**

(File Ref. No.) (REDMS No. 5039583 v. 4)

CNCL-104

See Page CNCL-104 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

(1) *That the comments regarding regulation of new models of transportation, accommodation services and other sharing economy applications identified in the attached staff report, dated June 13, 2016 from the Manager, Economic Development, be endorsed for submission to the B.C. Minister of Community, Sport and Cultural Development; and*

(2) *That number four (4) in the recommended comments identified in the staff report be revised to state, "Develop fair and balanced regulations to encourage healthy competition among existing players and new entrants."*



Consent  
Agenda  
Item

11. **ODOUR MANAGEMENT FROM ORGANIC RECYCLING FACILITIES UPDATE**

(File Ref. No. 10-6175-02-01) (REDMS No. 5047110 v. 3)

CNCL-112

See Page CNCL-112 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

*That a letter be sent to the Metro Vancouver Board of Directors expressing Council's concerns with how long the Harvest Power air quality permit renewal process has taken, and requesting that negotiations for durable solutions for odour management be expedited in order to meet the firm September 30, 2016 permit deadline.*



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Consent  
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12.    **2017-2021 BUDGET PROCESS**  
(File Ref. No. 03-0970-25-2016-01) (REDMS No. 5042644)

CNCL-116

See Page CNCL-116 for full report

FINANCE COMMITTEE RECOMMENDATION

- (1)    *That the staff report titled “2017-2021 Budget Process” dated June 13, 2016 from the Director, Finance be received for information; and*
- (2)    *That the services as presented in Attachment 2 of the staff report be approved as the base for the 2017 budget.*



Consent  
Agenda  
Item

13.    **HOUSING AGREEMENT BYLAW NO. 9544 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 9251 & 9291 ALEXANDRA ROAD (JINGON DEVELOPMENT GROUP)**  
(File Ref. No. 08-4057-01) (REDMS No. 5042629 v. 2)

CNCL-134

See Page CNCL-134 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit Application DP 12-613923.*



Consent  
Agenda  
Item

14.    **HOUSING AGREEMENT BYLAW NO. 9552 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 23241, 23281 AND PART OF 23301 GILLEY ROAD, AND PART OF 23060 AND 23000 WESTMINSTER HIGHWAY (ORIS DEVELOPMENTS (HAMILTON) CORP.)**  
(File Ref. No. 08-4057-01) (REDMS No. 5042367 v. 6)

CNCL-157

See Page CNCL-157 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 14-660663.*



Consent  
Agenda  
Item

15. **APPLICATION BY 0870068 BC LTD. FOR REZONING AT 9351 NO. 1 ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009577; RZ 15-710083) (REDMS No. 5030280)

CNCL-188

See Page CNCL-188 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, for the rezoning of 9351 No. 1 Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.*



Consent  
Agenda  
Item

16. **APPLICATION BY SANSAAR INVESTMENTS LTD. FOR REZONING AT 9460 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009582; RZ 15-701879) (REDMS No. 4994726)

CNCL-205

See Page CNCL-205 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, for the rezoning of 9460 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.*



## Council Agenda – Monday, July 11, 2016

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17. **APPLICATION BY HAYDENCO HOLDINGS LTD. FOR REZONING AT 12040 NO. 5 ROAD FROM AGRICULTURAL (AG1) TO LIGHT INDUSTRIAL (IL)**

(File Ref. No. 12-8060-20-009584; RZ 14-672762) (REDMS No. 5037684)

CNCL-232

See Page CNCL-232 for full report

### PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, for the rezoning of 12040 No. 5 Road from “Agricultural (AG1)” to “Light Industrial (IL)”, be introduced and given first reading.*



Consent  
Agenda  
Item

18. **LARGE HOMES IN THE AGRICULTURAL LAND RESERVE**

(File Ref. No.)

### PLANNING COMMITTEE RECOMMENDATION

*That a letter be sent to the Agricultural Land Commission and the Ministry of Agriculture requesting that they introduce Provincial regulations to control the maximum house size and house location on properties within the ALR.*



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## CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

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## PUBLIC ANNOUNCEMENTS AND EVENTS

## NEW BUSINESS

## BYLAWS FOR ADOPTION

- CNCL-250**      Waterworks and Water Rates Bylaw No. 5637 Amendment **Bylaw No. 9570**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

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- CNCL-252**      Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9240**  
(9560 Alexandra Road, RZ 14-669511) Opposed at 1<sup>st</sup> Reading – None.  
Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

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## DEVELOPMENT PERMIT PANEL

### 19. RECOMMENDATION

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

- CNCL-254**      (1)    *That the **minutes** of the Development Permit Panel meeting held on June 29, 2016 and the **Chair's report** for the Development Permit Panel meetings held on April 13, 2016, April 27, 2016 and June 15, 2016, be received for information; and*
- CNCL-293**      (2)    *That the recommendations of the Panel to authorize the issuance of:*  
                  (a)    *a Development Permit (DP 15-700370) for the property at 9560 Alexandra Road; and*  
                  (b)    *a Development Permit (DP 14-662341) for the property at 6900 Pearson Way;*  
*be endorsed, and the Permits so issued.*

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## ADJOURNMENT

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## Parks, Recreation and Cultural Services Committee

Date: Tuesday, June 28, 2016

Place: Anderson Room  
Richmond City Hall

Present: Councillor Harold Steves, Chair  
Councillor Ken Johnston  
Councillor Carol Day  
Councillor Bill McNulty  
Councillor Linda McPhail

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 May 25, 2016, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

July 21, 2016, (tentative date) at 4:00 p.m. in the Anderson Room

### DELEGATIONS

1. (1) Anita Georgy, Executive Director, Richmond Food Security Society, and Anne Swann, Public Health Dietician, Vancouver Coastal Health, with the aid of a PowerPoint presentation (copy on file, City Clerk's Office), spoke in favour of the proposed Richmond Food Charter and highlighted the benefits of the Charter to the city.

**Parks, Recreation & Cultural Services Committee**  
**Tuesday, June 28, 2016**

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Discussion ensued with regard to (i) participation of other Lower Mainland municipalities, (ii) encouraging consumers to support locally grown food, (iii) collaborating with the Richmond Sharing Farm, and (iv) public education and awareness of food related issues.

In reply to queries from Committee regarding public awareness, Ms. Georgy noted that the Richmond Food Security Society has a local food guide available. Cathryn Volkering Carlile, General Manager, Community Services added that the local food guide can be published on the City's website.

- (2) Brenda Denchfield, President, Canadian Federation of University Women, Richmond, read from her submission (copy on file, City Clerk's Office) and expressed support for the Richmond Food Charter.

Deirdre Whalen, representing the Richmond Poverty Response Committee, read from her speaking notes, (attached to and forming part of these minutes as Schedule 1) and expressed support for the proposed Richmond Food Charter.

Bill Zylmans, Richmond resident, expressed support for the proposed Richmond Food Charter and spoke on supporting local food production.

## COMMUNITY SERVICES DIVISION

2. **RICHMOND FOOD CHARTER**

(File Ref. No. 11-7000-01) (REDMS No. 5032742 v. 3)

Discussion ensued regarding ways to advance food security matters, and in reply to queries from Committee, Marie Fenwick, Manager, Parks Programs, advised that the City has received the Metro Vancouver Food System Action Plan and that staff will provide a report on the Plan.

It was moved and seconded

*That the Richmond Food Charter, as detailed in the staff report titled "Richmond Food Charter," dated June 8, 2016, from the Senior Manager, Parks, be endorsed.*

The question on the motion was not called as discussion ensued with regard to supporting local food production.

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

**Parks, Recreation & Cultural Services Committee**  
**Tuesday, June 28, 2016**

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3. **RICHMOND ARTS UPDATE 2015**

(File Ref. No. 11-7000-01) (REDMS No. 5032449)

With the aid of a video presentation (copy on file, City Clerk's Office), Liesl Jauk, Manager Arts Services, reviewed 2015 Arts activities, noting that the City is constantly exploring additional display spaces for local artists.

It was suggested that the Richmond Arts Update 2015 video presentation be presented at the next Regular Council meeting.

It was moved and seconded

- (1) *That the staff report titled, "Richmond Arts Update 2015" from the Director, Arts, Culture and Heritage Services, dated June 3, 2016, be received for information; and*
- (2) *That the City of Richmond Arts Update 2015 be circulated to the Community Partners and Funders for their information.*

**CARRIED**

4. **COMMITTEE STANDING ITEM**

***Garden City Lands***

Jamie Esko, Manager, Park Planning - Design/Construction, updated Committee on the Garden City Lands (GCL) and provided a revised development schedule (attached to and forming part of these minutes as Schedule 2). She added that it is anticipated that a staff report on the GCL, including information on the water ecological strategy, phase one works, and the farm management plan, will be presented at the upcoming General Purposes Committee meeting on July 18, 2016.

Discussion ensued with regard to (i) using suitable soil for the site's soil remediation, (ii) Kwantlen Polytechnic University's (KPU) contributions to the farm management plan, (iii) options to remediate the entire site at the same time, (iv) the composition of the soil from the mound area, (v) sourcing high quality soil, (vi) testing the site's soil, and (vii) the cost of remediation.

5. **MANAGER'S REPORT**

***(i) Ships to Shore in Britannia Shipyards***

Discussion ensued regarding hosting the Ships to Shore event in the Britannia Shipyards.



## Parks, Recreation & Cultural Services Committee

Tuesday, June 28, 2016

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

It was moved and seconded

*That staff examine options to host the Ships to Shore event entirely in the Britannia Shipyards and report back.*

**CARRIED**

**(ii) Garry Point Park Plan**

Discussion ensued with regard to the Garry Point Park Plan and the Chair distributed copies of excerpts of the Garry Point Park Plan for information (attached to and forming part of these minutes as Schedule 3).

**(iii) Ships to Shore**

Dee Bowley-Cowan, Britannia Site Supervisor, noted that the annual Ships to Shore event will be taking place on June 30 to July 2, 2016 in Steveston.

**(iv) Terra Nova Playground Vandalism**

Ted deCrom, Manager, Parks Operations, advised that a portable washroom was burned adjacent to the playground at Terra Nova. He added that security hours have been extended and that the Richmond RCMP has apprehended a suspect.

## ADJOURNMENT

It was moved and seconded

*That the meeting adjourn (4:55 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, June 28, 2016.

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Councillor Harold Steves  
Chair

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Evangel Biason  
Legislative Services Coordinator

June 28, 2016 Parks & Recreation Committee, City of Richmond

My name is Deirdre Whalen and my address is 13631 Blundell Road Richmond.

I am here to speak on behalf of the **Richmond Poverty Response Committee**. The Richmond PRC is *“a coalition of Richmond residents and agencies working together to reduce poverty and the impacts of poverty with research, projects and public education.”*

The Richmond PRC is extremely pleased with the **Richmond Food Charter** document being presented to you today. We were active members in the Food Security Action Team (led by Arzeena Hamir and later by Colin Dring) that envisioned a local food charter for Richmond. We participated in the kitchen table talks, from which the values and commitment statements were developed.

From the early days of the Richmond PRC (which was established in 2001), we had a Food Security Task Force that included the Richmond Food Bank and the Fruit Tree Sharing Project (now the Sharing Farm). Members of the PRC, especially Mary Gazetas, advocated successfully to establish a community fruit-gleaning project and to develop the Gilbert Road fruit tree project. They also worked with the City to build community gardens in neighbourhoods all over Richmond.

In 2007-2008 the Food Security Task Force took the initiative to study and report on the state of food security, culminating in Richmond's first Food For All conference entitled **“Making Richmond Food Secure.”** Key themes that emerged were: public education, connecting people with food and farmers, and supporting local food production. Around this time as well, the Task Force formed the Garden City Lands Coalition in order to save the Garden City Lands from development. We proposed a vision for urban agriculture on the site, which is now happily coming to fruition.

When the PRC's Food Security Task Force became the Richmond Food Security Society, they went on to administer the City's community gardens and to develop the Terra Nova farm among other projects.

The Richmond PRC has a long history of advocating for local food security, which is why we are so proud that the day has come to move forward with a Richmond Food Charter. The Food Charter will allow Richmond to advance in many areas that are vital to the health and wellbeing of Richmond residents, especially those experiencing poverty.

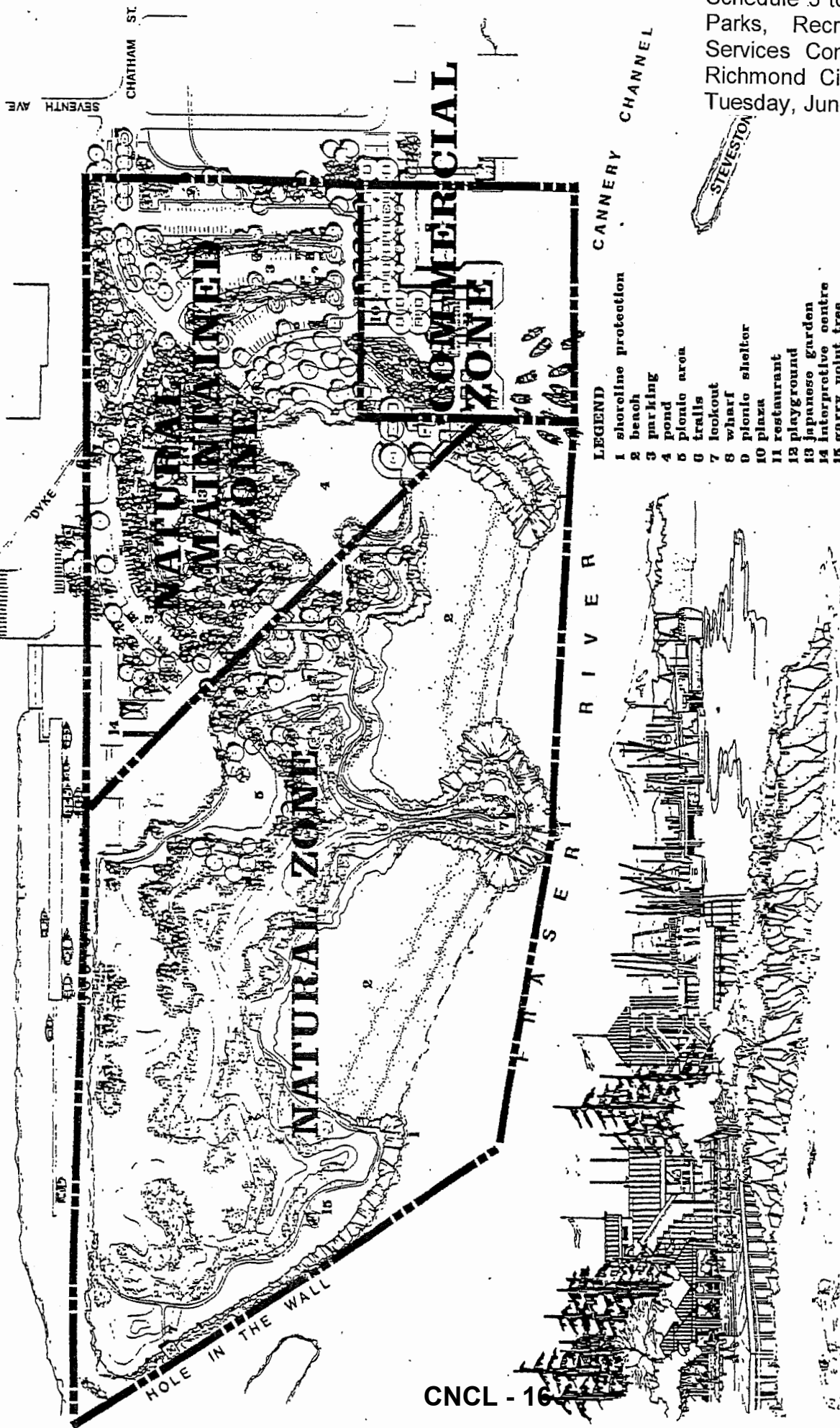
As a city founded as an agricultural breadbasket of Metro Vancouver, it is time to embrace our legacy. We could have: Grow local - buy local campaigns; pocket markets; farm tours; local procurement by institutions; projects dealing with food waste, distribution and disposal. How exciting to see all the possible initiatives that the Food Charter can cultivate, ripen and harvest!

The Richmond PRC fully endorses the Richmond Food Charter and hopes the Committee and City Council will do the same.

GARDEN CITY LANDS - PROJECT SCHEDULE: JUNE 28, 2016

# CNCL - 15

Schedule 3 to the Minutes of the  
Parks, Recreation & Cultural  
Services Committee meeting of  
Richmond City Council held on  
Tuesday, June 28, 2016.



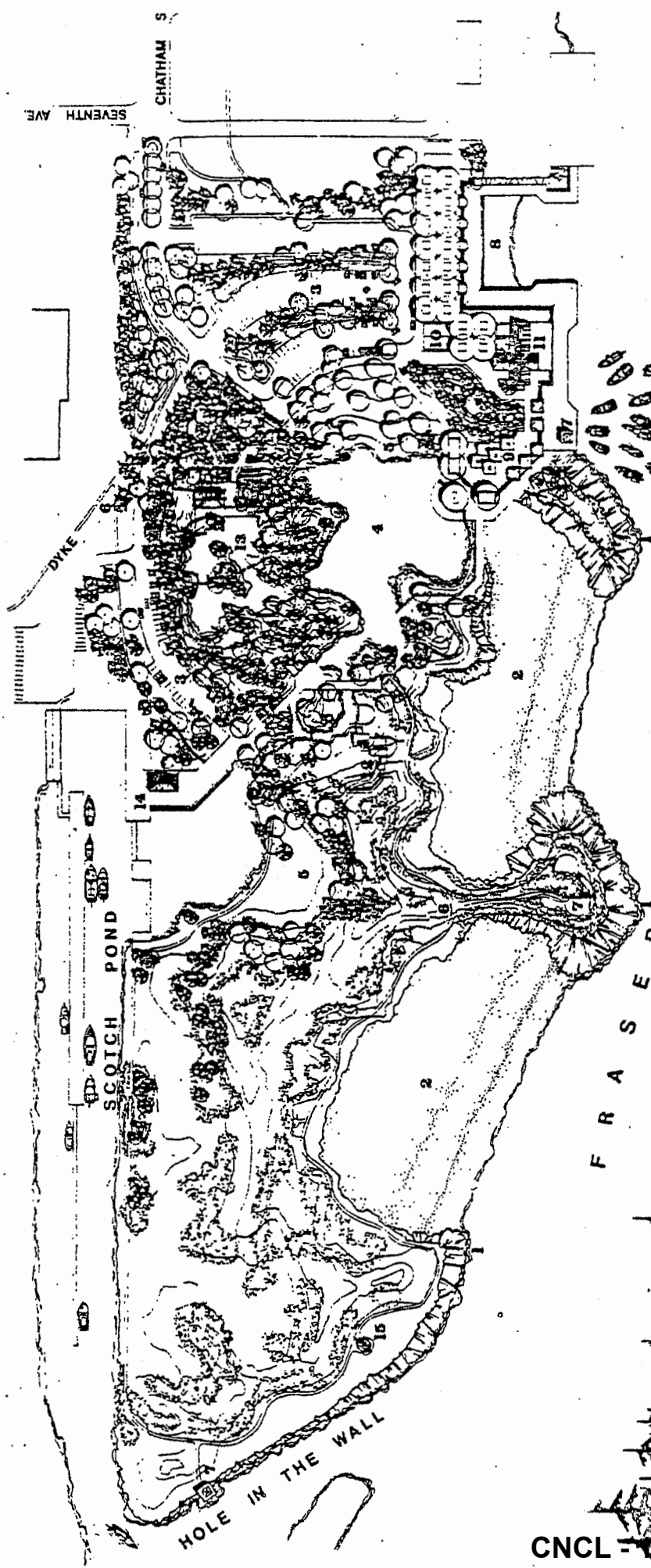
DEVELOPMENT  
PLEASE FIVE  
NORTH  
COLLABORATIVE LTD/HANSON-ERB



# GARRY POINT PARK

PREPARED FOR THE CORPORATION OF THE TOWNSHIP OF RICHMOND - PREPARED BY THE PACIFIC LANDPLAN





CANNERY CHANNEL

STEVESTON ISLAND

LEGEND

- 1 shoreline protection
- 2 bench
- 3 parking
- 4 pond
- 5 picnic area
- 6 trails
- 7 lookout
- 8 wharf
- 9 picnic shelter
- 10 plaza
- 11 restaurant
- 12 playground
- 13 Japanese Garden
- 14 interpretive centre
- 15 garry point tree

CNCL

FRASER RIVER



# GARRY POINT PARK

PREPARED FOR THE CORPORATION OF RICHMOND · PREPARED BY THE PACIFIC LANDPLAN COLLABORATIVE LTD/HANSON-ERR

DEVELOPMENT  
PLEASE FIVE

NORTH



## 2. MASTER PLAN PHASES AND IMPLEMENTATION

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The master plan is a refinement of the preliminary concepts incorporating response from the workshop. The plan is based on an understanding of constraints and opportunities of the site, the preferred program established by the public workshop and the preferred layout as a combination of preliminary concepts one and two. Since few parks of this size can be developed in one step, the master plan provides a framework for development in a series of steps over a period of time. Timing and order of development will be established by the logical progression of development of facilities and the availability of funds.

### 2.1 Park Character

The park will be divided into three zones each with its own appearance and distinct level of activity.

#### 2.1.1 The Commercial Zone

The commercial area will be the smallest zone in the park and will be located in the south-east corner of the site. The commercial zone will be the most intensively developed area of the park and will sustain the greatest amount of visitor activity. This zone will provide a logical transition between the extremes of the park's natural landscapes and the urbanized waterfront and residential areas of Steveston.

This transition is accomplished in the design by extending Moncton Street into the park in the form of a pedestrian plaza. The plaza will incorporate some feature to act as a focal point for the end of Moncton Street. eg. flags, clock tower, etc. The plaza serves as the major pedestrian entrance to the park and because of its proximity to the water provides an opportunity to immediately establish the water theme. The commercial area is characterized by paved surfaces with some formal planting in the plaza and more natural random planting in the parking lot and between the restaurant and the beach areas.

The commercial area provides access to the water along the wharf and tidal stairs. It was considered important to allow the visitor access to the water as soon as possible after entering the park.

2.1.2

The Maintained Natural Zone

This area includes that portion of the park includes the fresh water feature, the parking lot and adjacent areas. This zone will include open areas of turf and a plantings of natural shrubs and trees. The water feature will provide the focus for the development of other facilities. The open space will be used for passive activities requiring larger open areas for groups of park visitors. eg. picnicking

2.1.3

The Natural Zone

This will be the largest area of the park and will be located between the western tip and the west side of the water feature. This area will be characterized by dune-like landforms and planting that would be associated with dunes and shoreline landscapes. Dunes will be designed with moderately steep and gradual slopes to create sheltered pockets along the back of the beaches and along Scotch Pond.

Planting will consist mainly of grasses and a variety of shrubs. Trees will be restricted in numbers and limited to primitive species associated with delta, shoreline and estuary landscapes. Planting will be designed to require a minimum amount of maintenance. There will be no turf areas.

The zone will be used mainly by individuals and small groups of people strolling and sightseeing. Larger groups of people will be attracted to the beach area.

2.2 Activities and Facilities

The park design will support a variety of passive recreation activities. These are summarized below:

2.2.1 Picnicking - picnicking is provided in several locations for different group sizes. Picnic areas are located close to parking for easy access and near water to provide interesting views to the river activity. The largest area is located between the main parking lot and the pond. It is anticipated this area will get the major amount of use because of its easy access to cars. A smaller area is located next to the extension of Scotch Pond with views to fishing wharf and boats. It is assumed that children of all ages can play along the water's edge in both locations in relative safety.

For all weather picnicking, a shelter is provided on the west side of the mound next to the restaurant. This facility will be designed to accommodate larger groups such as family reunions, company picnics, etc. It is anticipated that this area could be reserved for these special occasions. The shelter will include water, barbecues, fire pit and public address system. This same area could also serve for special events such as the Salmon Festival.

2.2.2 Walking - the park will provide a continuous walking trail around Garry Point. The trail will provide access to the water and views to off-site scenic resources. Lookouts will be provided at the promontory between the two beaches and at a structured lookout on the north-east corner of the park. Both lookout areas will include seating.

Seating will be provided at convenient locations along the trail to take advantage of views and sheltered locations wherever possible. Interpretive signage will be located along the trail to explain the different views, bird migration and to provide information about the fishing fleet, identifying types of fishing craft, their equipment, capacity, etc. Dog stations should be located at the entrance to the park and at other convenient locations.



The trail will all connect to the dyke trail and Moncton Street. Signs should be provided to give information about the trails system and location of other points of interest in the area.

- 2.2.3 Sunbathing - the park design includes two beach areas of approximately 20,000 square metres. These beaches are intended for land based recreation only and signage will be required to warn people to stay out of the water. The beach area will be serviced by a washroom and change house located between the two beaches. This structure should be designed to integrate with its setting and not obstruct views or visually dominate the back shore area. Fire pits will be located in the back shore area and wood provided from the storm beach.
- 2.2.4 Freeplay - this refers to casual sports such as frisbee, kite flying, model boating, etc. Although limited area is provided for these activities, the picnic sites lend themselves to pick-up sports and related activities.
- 2.2.5 Fishing - it is anticipated that the restaurant wharf and beaches will provide adequate fishing areas for the sports fisherman.
- 2.2.6 Children's Play - a playground area has been designated along the west edge of the pond. It is emphasized that this playground should be custom built and not a collection of the contemporary structures to be found in most urban playgrounds. The playground will be designed on a marine theme and will have sections which cater to pre-schoolers, children five to seven and eight to eleven. The playground will include: access to water, a hard surfaced area, a safe sand jumping bank and structure which duplicates the present sand cliffs, and climbing and moving equipment which captures the appearance and feeling of fishing boats, equipment and wharves.

## 2.3 Special Features

The park masterplan is designed to accommodate a number of special features. These features will require special funding and their feasibility depends largely on community interest and support.

- 2.3.1 Restaurant - the commercial zone has been designed to allow for a 5,200 square foot restaurant. The restaurant is seen as a destination facility able to attract people from anywhere in Richmond or the Lower Mainland. Its implementation could be a joint venture between municipality and private interests or any one of many concession arrangements.

The structure is perceived as a two storey building providing a lounge, dining room, snack concession and outdoor patio. The building would have its own service area and would be serviced through the pedestrian plaza at non peak periods. Suggestions were made during the public workshop that the architectural character of the building should be established on a Japanese theme. It is felt that this would limit the type of tenant and that a structure more in keeping with the harbourfront architecture would be appropriate.

Although implementation of the restaurant could proceed at anytime, it is recommended that linking its development with other Steveston developments such as the Parks Canada Historic Site and the B.C. Packers Residential Development would be appropriate.

- 2.3.2 Fisherman's Memorial - there are several prominent locations for a Fisherman's Memorial to be dedicated to those who have lost their lives and spent their lives providing a basic food commodity to the nation. Several appropriate symbols have been proposed including: a fisherman's needle, a lighthouse or beacon similiar to the structure which was located at the tip of the point in the early 1900's, statuary of men and women in the fishing industry, etc.

Most likely locations include the plaza at the Moncton Street entrance, the wharf near the restaurant, the promontory between the two beaches or anywhere along the trail on the Fraser side of the park.

#### 2.3.3

##### Garry Point Tree

Until the late 1800's a large tree, probably a Sitka Spruce was located at the end of Garry Point. This tree served as a navigational marker to sailors and pioneers arriving to the lower mainland and the mouth of the Fraser. Replanting the tree is perceived as an appropriate gesture to recapturing some of the heritage value of the Point.

#### 2.3.4

##### Japanese Garden

A large area of approximately four acres has been layed out on the north side of the pond. In the earlier phases of park development this will be an area of open space for freeplay and pick-up sports. In the long term the area could be ideally suited for a traditional Japanese Garden to recognize the heritage and importance of the Japanese community in Steveston today and in the past.

Although traditional Japanese gardens are very manicured, they symbolize natural qualities and characteristics and it is felt that the garden could be made to blend with other landscape features of the park. The traditional garden is oriented inward requiring substantial screening, making integration with the park landscape relatively easy.

The garden could consist of two parts, a wet garden with pond and appropriate features and dry garden with gravel beds and other symbolic features. The two parts of the garden could be separated by a structure resembling a traditional Japanese house. This could serve as a museum of Japanese history

in the area, bonsai display, etc. It is possible the garden could be developed to become a well known feature of the park to the extent that a small fee could be charged to help offset the maintenance costs. A traditional Japanese garden will require extensive maintenance and this cost must be considered in any decision to proceed with development.

#### 2.3.5

##### Marine Interpretive Centre

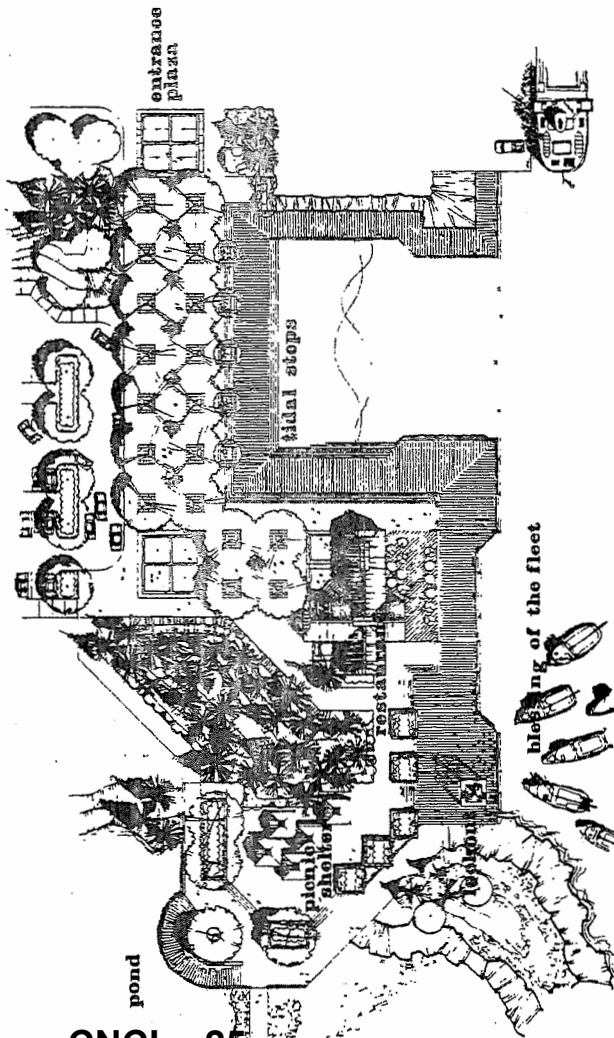
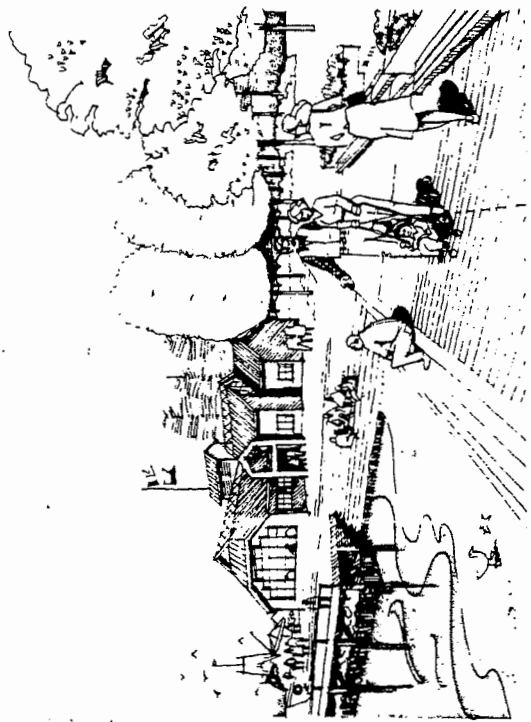
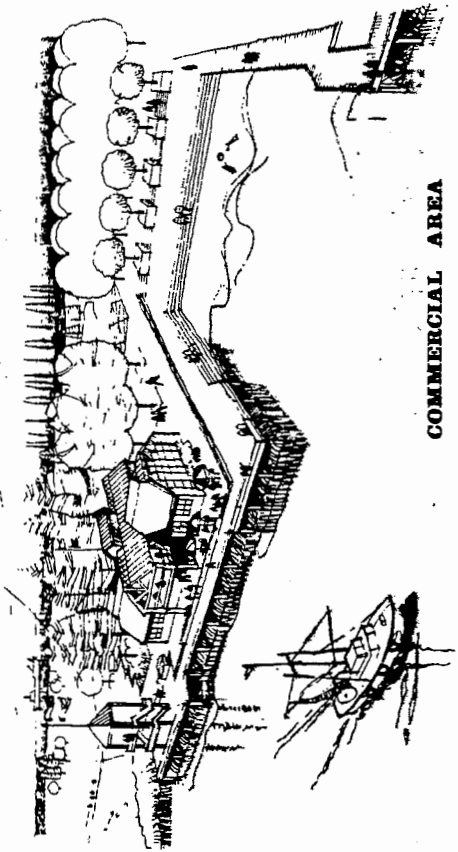
The park is ideally suited for an outdoor education facility. Its location on the Fraser, the delta, Sturgeon Bank and its settlement history makes it a prime vehicle for both natural and historical interpretation. A small biological station which could be used by classrooms during the school year and by park visitors at other specified times would provide a very complementary facility to the school system and the Richmond Nature Park.

The availability of Parks Canada expertise at the Gulf of Georgia Cannery provides an ideal opportunity not only to utilize Parks Canada's resources but also to build a complementary program between the park and the historic site.

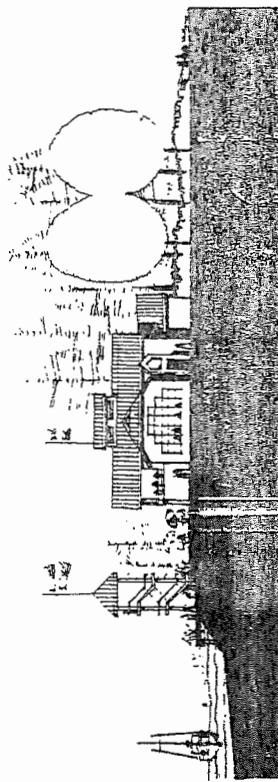
The facility will be located on the Scotch Pond extension. It is perceived as being a very simple structure with room for a small classroom, displays, washroom and service/storage. Suggestions have been made to include a group of non-motorized boats. eg. flat bottom punts, to provide classroom access to Sturgeon Bank and water safety drills.

The program could be established by the science teachers of Richmond who could use the resources of Parks Canada, West Water Research, UBC, Small Craft Harbours, DPW, GVRD and other government agencies.

Drawn



WHARF, RESTAURANT & PEDESTRIAN PLAZA



# GARRY POINT PARK

PREPARED FOR THE CORPORATION OF THE TOWNSHIP OF RICHMOND · PREPARED BY THE PACIFIC AND PLAN COLLABORATIVE LTD/HANSON-ERB

IMAGES

3



## General Purposes Committee

Date: Monday, July 4, 2016

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Derek Dang  
Councillor Carol Day  
Councillor Ken Johnston  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:02 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the General Purposes Committee held on June 20, 2016, be adopted as circulated.*

**CARRIED**

### FINANCE AND CORPORATE SERVICES DIVISION

1. **HAPPY TREE HOUSE BBQ RESTAURANT LTD. UNIT 105-8171  
ALEXANDRA ROAD**  
(File Ref. No. 12-8275-01) (REDMS No. 5035767 v. 2)

## General Purposes Committee

### Monday, July 4, 2016

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In response to queries from Committee, Carli Edwards, Manager, Customer Services and Licencing, stated that (i) the proposed extension of hours past midnight is in compliance with existing bylaws (ii) new businesses are usually limited to liquor service up to midnight until they have been established and their business practices can be assessed (iii) the Province can grant a liquor licence with service up to midnight and any extension of hours goes through Council (iv) the applicant received their liquor licence in December 2015 and has been in operation for approximately six months and (v) staff consulted with the RCMP and there have been no noise complaints, bylaw concerns or concerns with the business's practices.

It was moved and seconded

*That the application from Happy Tree House BBQ Restaurant Ltd., for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 304859 from 9:00 a.m. to midnight Monday to Sunday to 9:00 a.m. to 2:00 a.m. Monday to Sunday, be supported and that a letter be sent to the Liquor Control and Licensing Branch advising that:*

- (1) Council supports the amendment for an increase in liquor service hours as the increase will not have a significant impact on the community;*
- (2) Council's comments on the prescribed criteria (set out in Section 53 of the Liquor Control and Licensing Regulations) are as follows:*
  - (a) The potential for additional noise and traffic in the area was considered;*
  - (b) The impact on the community was assessed through a community consultation process; and*
  - (c) Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
- (3) As the operation of a licenced establishment may affect nearby residents the City gathered the view of the residents as follows:*
  - (a) Property owners and businesses within a 50 metre radius of the subject property were contacted by letter detailing the application, providing instructions on how community comments or concerns could be submitted; and*
  - (b) Signage was posted at the subject property and three public notices were published in a local newspaper. This signage and notice provided information on the application and instructions on how community comments or concerns could be submitted;*

**General Purposes Committee**  
**Monday, July 4, 2016**

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*and*

- (4) *Council's comments and recommendations respecting the view of the residents are as follows:*

- (a) *That based on the number of letters sent and the lack of response received from all public notifications, Council considers that the amendment is acceptable to the majority of the residents in the area and the community.*

**CARRIED**

**2. FORTHCOMING PROVINCIAL CONSULTATION ON NEW MODELS OF TRANSPORTATION, ACCOMMODATION SERVICES AND OTHER SHARING ECONOMY APPLICATIONS**

(File Ref. No.) (REDMS No. 5039583 v. 4)

In response to queries from Committee, Neonila Lilova, Manager, Economic Development, commented that staff have not received an indication of a timeline on this process from the Province and that City actions against bylaw violations involving Airbnb operations are currently pursued on a complaint basis.

Discussion ensued with regard to (i) City enforcement procedures (ii) Airbnb operations in the Agricultural Land Reserve and (iii) the status of a referral from the Planning Committee on the investigation of illegal rental units.

Ms. Lilova also stated, in response to questions from Committee, that (i) no deadline has been indicated for the comment period (ii) the invitation from the Province on comments is "high-level" at this time and (iii) the Province has not made any decisions regarding regulation and the request for comments is preliminary.

Discussion further ensued in regard to directing to Staff to clarify the details of the Provincial consultation process and adding further clarification to the recommendations outlined in the staff report.

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

It was moved and seconded

- (1) *That the comments regarding regulation of new models of transportation, accommodation services and other sharing economy applications identified in the attached staff report, dated June 13, 2016 from the Manager, Economic Development, be endorsed for submission to the B.C. Minister of Community, Sport and Cultural Development; and*



**General Purposes Committee**  
**Monday, July 4, 2016**

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- (2) *That number four (4) in the recommended comments identified in the staff report be revised to state, "Develop fair and balanced regulations to encourage healthy competition among existing players and new entrants."*

**CARRIED**

**ENGINEERING AND PUBLIC WORKS DIVISION**

**3. ODOUR MANAGEMENT FROM ORGANIC RECYCLING FACILITIES UPDATE**

(File Ref. No. 10-6175-02-01) (REDMS No. 5047110 v. 3)

In response to a query from the Chair, Peter Russell, Senior Manager, Sustainability and District Energy commented that Metro Vancouver uses feedback received to push for greater requirements from the proponent and that comments from the City would further this purpose.

It was moved and seconded

*That a letter be sent to the Metro Vancouver Board of Directors expressing Council's concerns with how long the Harvest Power air quality permit renewal process has taken, and requesting that negotiations for durable solutions for odour management be expedited in order to meet the firm September 30, 2016 permit deadline.*

The question on the motion was not called as discussion ensued concerning requirements for the proponent and the new facility under development in Surrey and the possibility of reducing volume to Harvest Power.

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

**PLANNING AND DEVELOPMENT DIVISION**

**4. APPLICATION BY CITY OF RICHMOND FOR ZONING TEXT AMENDMENT AT 4020, 4080, 4100, 4180, 4280 AND 4300 BAYVIEW STREET TO ADD "CHILD CARE" AS A PERMITTED USE TO THE STEVESTON MARITIME MIXED USE (ZMU12) ZONE AND/OR THE STEVESTON MARITIME (ZC21) ZONES**

(File Ref. No.: ZT 16-735335) (REDMS No. 5053416 v. 2)

## **General Purposes Committee**

### **Monday, July 4, 2016**

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Wayne Craig, Director, Development, offered comments that the staff report is in response to a referral from the June 20, 2016 General Purposes Committee meeting. Mr. Craig further commented that staff is recommending two bylaws that would allow for child care use at the specific location proposed by Generations Day Care Inc. Mr. Craig also explained that there is an alternative Official Community Plan Amendment Bylaw and a Zoning Amendment Bylaw for consideration in the report that would allow for a much broader application of child care use at that site.

In response to queries from Committee, Mr. Craig advised that (i) this proposal would not impact the Onni Development application for this site with the exception that the application includes a proposal for child care use throughout the site (ii) the staff recommendation is to limit child care use to the second floor of the proposed site (iii) child care use is permitted in approximately 70% of City zones and (iv) the recommended amendments would be site specific and not tied to a single operator.

Coralys Cuthbert, Child Care Coordinator, in response to a question from Committee, commented that a child care needs assessment is under way long with an analysis of the requirements and preferences of families, including public consultation. Ms. Cuthbert also commented that there is the potential for opportunities for new amenities from voluntary development contributions.

Mr. Craig, in response to questions from Committee, commented that there are potentially other options for child care facilities at other sites in Steveston and that current City zoning allows single family homes to have a daycare with a maximum of 10 children.

In response to queries from Committee, the operator of Generations Daycare, Agnes Lewis, stated that the current facility occupies approximately 3400 square feet in two sections and the proposed site on Bayview Street would be an increase in size to 5600 square feet. Ms. Lewis further commented that the larger space would mitigate the daycare's waiting list. Ms. Lewis further stated that the lease agreement with Onni Development would be for a five year term and would allow the day care sole rights of renewal.

It was moved and seconded

- (1) *That Official Community Plan Amendment Bylaw 9589, to amend the land use definition of "Maritime Mixed Use" by adding limited Child Care use in Appendix 1 (Definitions) to Schedule 2.4 of Official Community Plan Bylaw 7100 (Steveston Area Plan), be introduced and given first reading;***
- (2) *That Bylaw 9589, having been considered in conjunction with:***
  - (a) The City's Financial Plan and Capital Program; and***

**General Purposes Committee**  
**Monday, July 4, 2016**

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*(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 882(3)(a) of the Local Government Act;*

*(3) That Bylaw 9589, 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 9590, to amend the "Steveston Maritime (ZC21)" zone by adding "Child Care" as an additional use on a limited basis, be introduced and given first reading.*

The question on the motion was not called as discussion ensued with regard to the alternative option to expand child care use to the entire subject site.

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

## ADJOURNMENT

It was moved and seconded

*That the meeting adjourn (4:41 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, July 4, 2016.

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Mayor Malcolm D. Brodie  
Chair

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Amanda Welby  
Acting Legislative Services Coordinator



## Finance Committee

Date: Monday, July 4, 2016

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Derek Dang  
Councillor Carol Day  
Councillor Ken Johnston  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:43 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Finance Committee held on June 6, 2016, be adopted as circulated.*

**CARRIED**

### FINANCE AND CORPORATE SERVICES DIVISION

1. **2017-2021 BUDGET PROCESS**  
(File Ref. No. 03-0970-25-2016-01) (REDMS No. 5042644)

In response to a question from Committee, Melissa Shiau, Manager, Financial Planning and Analysis noted that staff are working with the Communications department to finalize a public input process.

It was moved and seconded

- (1) *That the staff report titled "2017-2021 Budget Process" dated June 13, 2016 from the Director, Finance be received for information; and*

**Finance Committee**  
**Monday, July 4, 2016**

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- (2) *That the services as presented in Attachment 2 of the staff report be approved as the base for the 2017 budget.*

**CARRIED**

**2. UPDATE ON RICHMOND PUBLIC LIBRARY STRATEGIES TO  
REDUCE EXPENSES AND INCREASE REVENUE**

(File Ref. No. 03-0970-25-2016-01) (REDMS No. 5043051 v. 2)

Greg Buss, Chief Librarian, advised that the Library Board, at their meeting held on June 29, 2016, approved the amendments to borrowing policies, fines and certain branch hours outlined in the report to Committee, with some minor changes, based on public feedback on customer services.

In response to questions from Committee, Mr. Buss stated that comments from the public indicated dissatisfaction with the current maximum borrowing limit of 25 and that the increased borrowing limit to 30 books would better serve families, researchers and those from educational institutions such as teachers who often take out multiple books at one time.

Discussion ensued in regards to staff investigating the impact of increasing per capita funding to the library in the next budget.

Mr. Buss, responding to queries from Committee, further commented that (i) while the library's budget is increasing, this is to provide the same level of service to the public (ii) the Library Board saw common complaints around insufficient materials in the collection and limited branch hours (iii) the library has invested in new services such as the Launchpad, digital services and programs that were budgeted from capital and capital surplus over a number of years (iv) an analysis on the percentage of users who borrow up to the maximum limit has not been completed, but precise numbers could be provided in the future (v) the Library Board is open to examining all possibilities of cost savings and want to find systems that work while still providing services to the public and (vi) the strong fund development program is a sponsorship opportunity for other organizations, such as businesses, to support and develop services that are appealing to the community provided by the library.

It was moved and seconded

- (1) *That the staff report titled "Update on Richmond Public Library Strategies to Reduce Expenses and Increase Revenue" dated June 21, 2016 from the Director, Finance be received for information;*
- (2) *That staff explore the impacts of adding a minimum of \$1 per capita to the library budget;*
- (3) *That staff provide an analysis on borrowing limits; and*
- (4) *That staff provide an analysis of municipal services that municipal libraries should and currently provide.*

2.

**Finance Committee**  
**Monday, July 4, 2016**

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The question on the motion was not called as discussion ensued with regard to services provided by the library and the funding and programming provided by other municipal libraries.

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

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:20 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, July 4, 2016.

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Mayor Malcolm D. Brodie  
Chair

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Amanda Welby  
Acting Legislative Services Coordinator



## Planning Committee

Date: Tuesday, July 5, 2016  
Place: Anderson Room  
Richmond City Hall  
Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Chak Au  
Councillor Harold Steves  
Absent: Councillor Carol Day  
Call to Order: The Chair called the meeting to order at 4:00 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on June 21, 2016, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

July 19, 2016, (tentative date) at 4:00 p.m. in the Anderson Room

### AGENDA ADDITION

It was moved and seconded

*That Update: Referral on Illegal Units/Airbnb be added to the agenda as Item No. 5A.*

**CARRIED**

**Planning Committee**  
**Tuesday, July 5, 2016**

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**COMMUNITY SERVICES DIVISION**

1. **HOUSING AGREEMENT BYLAW NO. 9544 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 9251 & 9291 ALEXANDRA ROAD (JINGON DEVELOPMENT GROUP)**

(File Ref. No. 08-4057-01) (REDMS No. 5042629 v. 2)

It was moved and seconded

*That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit Application DP 12-613923.*

**CARRIED**

2. **HOUSING AGREEMENT BYLAW NO. 9552 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 23241, 23281 AND PART OF 23301 GILLEY ROAD, AND PART OF 23060 AND 23000 WESTMINSTER HIGHWAY (ORIS DEVELOPMENTS (HAMILTON) CORP.)**

(File Ref. No. 08-4057-01) (REDMS No. 5042367 v. 6)

It was moved and seconded

*That Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 14-660663.*

**CARRIED**

**PLANNING AND DEVELOPMENT DIVISION**

3. **APPLICATION BY 0870068 BC LTD. FOR REZONING AT 9351 NO. 1 ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009577; RZ 15-710083) (REDMS No. 5030280)



**Planning Committee**  
**Tuesday, July 5, 2016**

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It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, for the rezoning of 9351 No. 1 Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.*

**CARRIED**

**4. APPLICATION BY SANSAAR INVESTMENTS LTD. FOR REZONING AT 9460 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009582; RZ 15-701879) (REDMS No. 4994726)

Wayne Craig, Director, Development, reviewed the application, noting that the surrounding neighbourhood generally supports the proposed development and that the lot's dimensions are insufficient for townhouse development.

Discussion ensued with regard to ensuring occupancy of proposed secondary suites at completion of the proposed development.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, noted that developments with secondary suites are not subject to housing agreements. He added that staff review of the Affordable Housing Strategy is underway and that options to include housing agreements for developments with secondary suites can be examined.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, for the rezoning of 9460 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.*

**CARRIED**

**5. APPLICATION BY HAYDENCO HOLDINGS LTD. FOR REZONING AT 12040 NO. 5 ROAD FROM AGRICULTURAL (AG1) TO LIGHT INDUSTRIAL (IL)**

(File Ref. No. 12-8060-20-009584; RZ 14-672762) (REDMS No. 5037684)

Mr. Craig reviewed the application, noting that the site is currently zoned agricultural but is excluded in the Agricultural Land Reserve (ALR).

Discussion ensued with regard to the historical agricultural zoning in the area and other areas in the city where sites are zoned for agricultural but are excluded from the ALR.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, for the rezoning of 12040 No. 5 Road from "Agricultural (AG1)" to "Light Industrial (IL)", be introduced and given first reading.*

**CARRIED**

## Planning Committee

### Tuesday, July 5, 2016

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#### 5A. **UPDATE: REFERRAL ON ILLEGAL UNITS/AIRBNB**

(File Ref. No.)

Ben Dias, Manager, Community Bylaws and Roads and Construction, briefed Committee on a large home that was reported to offer unlicensed short-term hotel-type lodging, noting that staff have inspected the home for unauthorized modifications and sent a letter to the owner to remove advertising promoting the home for hotel-type lodging. He added that the property is being rented by a single individual.

Doug Long, City Solicitor, commented on the current regulations on short-term property rentals and the role of strata corporations to address issues related to short-term property rentals, noting that the Province is reviewing current regulations and that staff will provide a report on the matter.

In reply to queries from Committee, Mr. Dias advised that the enforcement process is based on complaints and that approximately 18 complaints have been received in the first two quarters of 2016.

Discussion ensued with respect to policies for short-term property rentals in agricultural areas and the supply of rental housing in the city.

#### 6. **MANAGER'S REPORT**

##### *(i) Blueberry Winery*

Mr. Craig briefed Committee on a building permit application for a blueberry winery on No. 6 Road, noting that the proposed facility is approximately 6,000 square feet in size and complies with the zoning bylaw and the Agricultural Land Commission's (ALC) winery regulations. He added that the site is approximately 10 acres in size and approximately 8 acres will be utilized for blueberry production.

##### *(ii) Tree Protection Bylaw*

Mr. Erceg spoke on the City's Tree Protection Bylaw, noting that (i) approximately 700 trees have had permits for removal denied, (ii) approximately 30 percent more trees are planted to replace trees that have been removed, (iii) staff have responded to complaints to ensure trees remain on-site, (iv) a cash contribution is provided by developers in lieu of the trees that cannot be retained and those funds are used by the City for tree planting with almost 1000 trees planted in 2015, and (v) the City will host open houses to provide information on the City's tree protection regulations.

In reply to queries from Committee, Gordon Jaggs, Tree Preservation Coordinator, advised that a list of native tree species for replanting is available on the City's website. Mr. Erceg added that the species and size of the replacement tree is dependent on its suitability for the site.

**Planning Committee**  
**Tuesday, July 5, 2016**

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Discussion ensued with regard to public awareness of the City's tree protection regulations and the number of trees that have been protected.

In reply to queries from Committee, Mr. Erceg advised that tree removal permits are generally not issued for healthy trees.

***(iii) Application for a Large House in the Agricultural Land Reserve***

Mr. Erceg updated Committee on an application for a large house within the ALR, noting that the application for a 41,000 square foot house has been cancelled by the Building Department since it does not conform with zoning regulations. He added that there is a trend for larger homes on agricultural property and that the size of an average single-family home on agricultural property has grown from approximately 7,000 square feet to 12,000 square feet.

Discussion ensued with regard to introducing guidelines or regulations on house size on agricultural property and other areas in the Lower Mainland where there is a trend of building large homes in agricultural areas. It was noted that Provincial guidelines in this regard have been ineffective and that a regulatory approach is required.

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

It was moved and seconded

***That a letter be sent to the Agricultural Land Commission and the Ministry of Agriculture requesting that they introduce Provincial regulations to control the maximum house size and house location on properties within the ALR.***

**CARRIED**

**ADJOURNMENT**

It was moved and seconded

***That the meeting adjourn (4:33 p.m.).***

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, July 5, 2016.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

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

**Date:** June 8, 2016

**From:** Mike Redpath  
Senior Manager, Parks

**File:** 11-7000-01/2016-Vol  
01

**Re:** Richmond Food Charter

### Staff Recommendation

That the Richmond Food Charter, as detailed in the staff report titled "Richmond Food Charter," dated June 8, 2016, from the Senior Manager, Parks, be endorsed.

Mike Redpath  
Senior Manager, Parks  
(604-247-4942)

Att. 3

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Sustainability Community Social Development	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> DW	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

This report supports Council's 2014-2018 Term Goal #4 Leadership in Sustainability:

*Continue advancement of the City's sustainability framework and initiatives to improve the short and long term livability of our City, and that maintain Richmond's position as a leader in sustainable programs, practices and innovations.*

4.1. *Continued implementation of the sustainability framework.*

4.2. *Innovative projects and initiatives to advance sustainability.*

This report supports Council's 2014-2018 Term Goal #5 Partnerships and Collaboration:

*Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.*

5.2. *Strengthened strategic partnerships that help advance City priorities.*

On June 8, 2016, Mayor and Council received a letter (Attachment 1) from the Richmond Food Charter Working Group seeking endorsement of the Richmond Food Charter (Charter) (Attachment 2).

### **Analysis**

#### **Food Charters and the Food Security Movement**

A food charter is a non-binding set of principles which articulates a community's values concerning the production, processing, distribution, consumption and disposal of their food.

In recent years, a growing awareness of the need for sustainable and healthy food has sparked a grassroots movement calling for food system reform. This movement has led to the development and adoption of food charters in many communities in Canada including Toronto, Vancouver, Waterloo, Squamish and Victoria.

#### **Richmond Food Charter**

Work on the Charter began in 2013 with the establishment of a working group comprised of members of the Richmond Food Security Society, the Richmond Poverty Response Committee, Vancouver Coastal Health and the Canadian Federation of University Women. The working group began by exploring the role of food charters in helping to create food-secure communities where all people at all times have access to nutritious, safe food, produced in ways that are environmentally sound and socially just.

After conducting research into best practices across Canada, the working group realized that Richmond needed a charter developed by their community for their community. The working

group coordinated a series of “Kitchen Table Talks” to better understand the needs and aspirations of Richmond residents regarding food security and the local food system. Hundreds of residents representing a variety of local organizations participated in these dialogue sessions (Attachment 3).

The Richmond Food Charter emerged from this process and reflects the needs and aspirations of Richmond residents for their community. The Charter outlines Richmond’s values and commitments concerning the production, processing, distribution, consumption and disposal of food. These values and commitments are tied to the numerous ways the food system impacts the lives of people who live, work and play in Richmond. They are linked to themes of social justice, health and well-being, culture, education, healthy environment, economic development and responsible government (Attachment 2).

#### Rationale and Civic Policy Directives in Support of Endorsing the Richmond Food Charter

At the regular open Council meeting held on June 11, 2012, Council unanimously endorsed the Richmond Children’s Charter as a first step in launching that Charter into the broader community. The rationale and process for endorsing the Richmond Food Charter is similar.

In addition to supporting Council Term Goals, the endorsement of the Food Charter supports the goals of Council-endorsed policies and plans including the Agricultural Viability Strategy, Sustainability Framework, Garden City Lands Legacy Landscape Plan, Parks and Open Spaces Strategy, Building our Social Future, the Richmond Wellness Strategy and the 2041 Official Community Plan – Moving Towards Sustainability.

Specifically, the Charter supports the OCP objectives:

- 7.2.1 – To support and increase the range of urban agriculture and strengthen the food system beyond production;
- 7.2.2 – Strengthen the local food system to contribute to the economic, ecological and social well-being of the City;
- 7.2.3 – Support locally grown food;
- 7.2.4 – Increase access to affordable, healthy food for residents; and
- 7.2.5 – Find ways to recover food waste.

By endorsing the Charter, Council could further demonstrate the City of Richmond’s commitment to supporting urban agriculture, strengthening the local food system, increasing access to affordable and healthy food and promoting environmentally sustainable practices related to food production, distribution and disposal.

The Food Charter Working Group is seeking endorsement from the City of Richmond first. Should Council choose to endorse the Charter, the Working Group will take the Charter back to the community to seek endorsement from other organizations. As stated in the letter from the Working Group, “Your commitment will launch the Richmond Food Charter in Richmond. We

believe building a food secure community is a collective responsibility, and are committed to engage Richmond's organizations and citizens to endorse and action the Charter" (Attachment 1).

### Metro Vancouver Regional Food System Action Plan

On April 29, 2016, the Metro Vancouver Board of Directors endorsed the Regional Food System Action Plan as a collaborative approach through which local governments can jointly advance a sustainable, resilient and healthy regional food system. The Plan was conveyed to member municipalities on June 2, 2016 for consideration for endorsement. Staff are currently preparing a report with additional background information and recommendations for Council's consideration. While endorsing the Charter does not commit the City to any specific actions at this time, should Council choose to endorse the Regional Food System Action Plan, staff will explore opportunities to advance the values of the Charter in the context of the Regional Food System Action Plan. The Richmond Food Charter is consistent with and supports the directions of the Action Plan.

### Next Steps

Should Council choose to endorse the Charter, the next steps would be:

1. The Food Charter Working Group will take the Charter back into the Community for endorsement by other organizations; and
2. Staff will consider options to action the charter within the context of the Metro Vancouver Regional Food System Action Plan and report back.

### **Financial Impact**

None.

### **Conclusion**

The Richmond Food Charter provides a set of principles to guide future food system policy and planning. Its endorsement will strengthen the City of Richmond's reputation as a leader in the food security movement and support the vision to be "the most appealing, liveable, and well-managed community in Canada."



Marie Fenwick  
Manager, Parks Programs  
(604-244-1275)

- Att. 1: Letter to Mayor and Council from Richmond Food Security Society and Vancouver Coastal Health  
2: Richmond Food Charter  
3: Richmond Food Charter Working Group and Community Partners

June 7, 2016

Mayor and Council  
City of Richmond  
6911 No. 3 Road  
Richmond, BC

Dear Mayor and Council,

On behalf of the Richmond Food Charter Working Group, we are pleased to present to you, for endorsement, the Richmond Food Charter.

Food Charters remind the community of the primary importance of adequate food for all. In a food secure world, all people will, at all times, have access to food that is nutritious, safe, personally acceptable and culturally appropriate and produced in ways that are environmentally sound and socially just. Food Charters address the food system holistically from production through processing, consumption and waste, and guide for policy planning, and program development.


Food Charters have been endorsed in Canadian cities such as Toronto, Vancouver, Squamish, Kamloops, and Victoria. The City of Richmond has a strong commitment to a healthy food system. Examples include the Official Community Plan, Council Term Goals, Community Wellness Strategy, and preservation of agricultural lands.

This Richmond Food Charter captures and expresses the community's shared values and commitments towards creating a healthy food system and a food secure Richmond. Your endorsement will launch the Richmond Food Charter in Richmond. We believe that building a food secure community is a collective responsibility, and are committed to engage Richmond's organizations and citizens to endorse and action the Charter. We look forward to the release of the Metro Vancouver Regional Food System Action Plan and the potential to advance commitments of both documents through a Richmond food strategy working group.

Sincerely,



Anita Georgy  
Executive Director  
Richmond Food Security Society



Anne Swann  
Public Health Dietitian  
Vancouver Coastal Health

Appendix 1: Richmond Food Charter

Appendix 2: Richmond Food Charter Working Group Member Organizations and Community Partners Hosting Kitchen Table Talks



# RICHMOND FOOD CHARTER

*Food security exists when all members of our community, at all times, have access to nutritious, safe, personally acceptable and culturally appropriate foods, produced in ways that are environmentally sound and socially just.*

## Community Values

Food is a basic human need and right

Safe and nutritious foods are essential for good health

Farming and food are important parts of Richmond's culture

Food-related education contributes to community wellbeing

Ecologically sound practices are the basis of a sustainable food system

Local farms and food processors strengthen Richmond's economy

Policies and regulations strengthen community food security

## Social Justice

## Health & Wellbeing

## Culture

## Education

## Healthy Environment

## Economic Development

## Responsible Government

## Community Commitment

Work continually to improve access to food for all

Ensure our food supply is safe and healthy

Celebrate our diversity by supporting and sharing food traditions

Provide education and support for food skills training, including gardening, healthy cooking, and safe food handling

Preserve and strengthen land and water resources that support food production. Promote food industry practices that reduce environmental impacts and greenhouse gas emissions

Foster a culture that values and supports farmers and farm workers

Collaborate with community groups, businesses, & all levels of governments to ensure a food secure future



<b>Richmond Food Charter Working Group Member Organizations</b>
Canadian Federation of University Women- Richmond
City of Richmond
Richmond Poverty Response Committee
Richmond Food Security Society
Vancouver Coastal Health

<b>Community Partners Hosting Kitchen Table Talks</b>	
Vancouver Coastal Health Bariatric Program Nutrition and Cooking Class	Richmond Family Place Society (4 groups)
Canadian Federation of University Women- Richmond	Richmond Food Bank Society
City of Richmond Advisory Committee on the Environment	Richmond Multicultural Community Services (2 groups)
City of Richmond Agricultural Advisory Committee	Richmond Poverty Response Committee
Family Services of Greater Vancouver	Richmond Public Library
Feeding A Healthy Richmond Forum Break Out Group	Richmond Women's Resource Centre
Foster Parents Support Group	Richmond Youth Service Agency
MILAP (Indo-Canadian Women's Group)	Somali Women's Group
Minoru Place Activity Centre	Stir It Up Youth Community Kitchen
Richmond Centre for Disability (2 groups)	Touchstone Family Association
Richmond Community Services Advisory Committee	



# City of Richmond

## Report to Committee

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

**From:** Jane Fernyhough  
Director, Arts, Culture and Heritage Services

**Re:** **Richmond Arts Update 2015**

**Date:** June 3, 2016

**File:** 11-7000-01/2015-Vol  
01

### Staff Recommendation

1. That the staff report titled, "Richmond Arts Update 2015" from the Director, Arts, Culture and Heritage Services, dated June 3, 2016, be received for information; and
2. That the City of Richmond Arts Update 2015 be circulated to the Community Partners and Funders for their information.

Jane Fernyhough  
Director, Arts, Culture and Heritage Services  
(604-276-4288)

Att. 1

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

## Staff Report

### Origin

The Richmond Arts Strategy 2012–2017 was developed to help guide the City's actions to make Richmond a city with a thriving cultural life where the opportunities for participation in the arts are accessible, where artists feel they have a place and are seen as contributing to the community, where cultural industries are welcomed and where cultural activity is visible and supported.

The five strategic directions outlined in the strategy guide the City and its stakeholders' involvement in supporting Richmond's arts sector and ensuring a thriving and visible arts scene in Richmond:

1. Strengthen and support the arts community.
2. Increase the number of arts spaces and more effectively use existing ones.
3. Broaden the diversity of arts experiences and opportunities.
4. Expand public awareness and understanding of the arts.
5. Broaden the economic potential and contribution of the arts.

These strategic directions create a solid foundation and help to ensure the City is purposeful in its continued advancement of the arts in the community and that the arts play a strong role in place making, community building, tourism and economic development. This report presents the Richmond Arts Update 2015 (Attachment 1), which highlights the year's achievements in the arts.

This report supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

*2.3. Outstanding places, programs and services that support active living, wellness and a sense of belonging.*

*2.4. Vibrant arts, culture and heritage opportunities.*

This report supports Council's 2014-2018 Term Goal #5 Partnerships and Collaboration:

*Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.*

### Analysis

The Richmond Arts Update 2015 profiles the year in the arts with particular attention to the programs and activities led by Community Cultural Development, Richmond Arts Centre,

Richmond Media Lab, Richmond Art Gallery, Richmond Public Art Program and Gateway Theatre. Together, these accomplishments reflect the City's continued support and investment in the arts.

Highlights and achievements of last year include:

- ArtRich 2015, a regional juried art exhibition at the Richmond Art Gallery in partnership with the Richmond Arts Coalition, that featured work by 49 local artists;
- Pollinator Pasture, a multi-faceted project coordinated by an Emily Carr University research team, involving Environmental Sustainability, Public Art, BC Hydro, Westcoast Seeds and VanCity, with related bee-themed exhibitions and programs at the Richmond Art Gallery and during Culture Days;
- first place ranking (among medium-sized cities) by Culture Days for largest number of registered activities;
- a new campaign, How Art Works, to increase public awareness about the importance of the arts to vibrant communities;
- performance and exhibition opportunities for local artists as well as professional development workshops presented by Public Art and the Richmond Art Gallery in collaboration with external partners; and
- new community partners such as Viva Pharmaceuticals, sponsor of the Richmond Media Lab drop-in program.

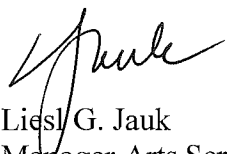
The report also highlights the significant value and benefits the arts bring to Richmond by encouraging self-expression, creating a sense of community identity and pride, enhancing understanding of issues in society, providing opportunities to develop and foster new skills, and encouraging collaboration and connections. All of these benefits contribute to individual well-being and healthy, sustainable communities.

### **Financial Impact**

None.

### **Conclusion**

The Richmond Arts Update 2015 highlights the activities and achievements in the arts in the community and exemplifies the importance the arts play in further enhancing Richmond's growth into one of the best places to live, work and play. Art in everyday life creates a sense of meaning and sense of place for citizens. An investment in the arts is an investment in the community's quality of life.



Liesl G. Jauk  
Manager Arts Services  
(604-204-8672)

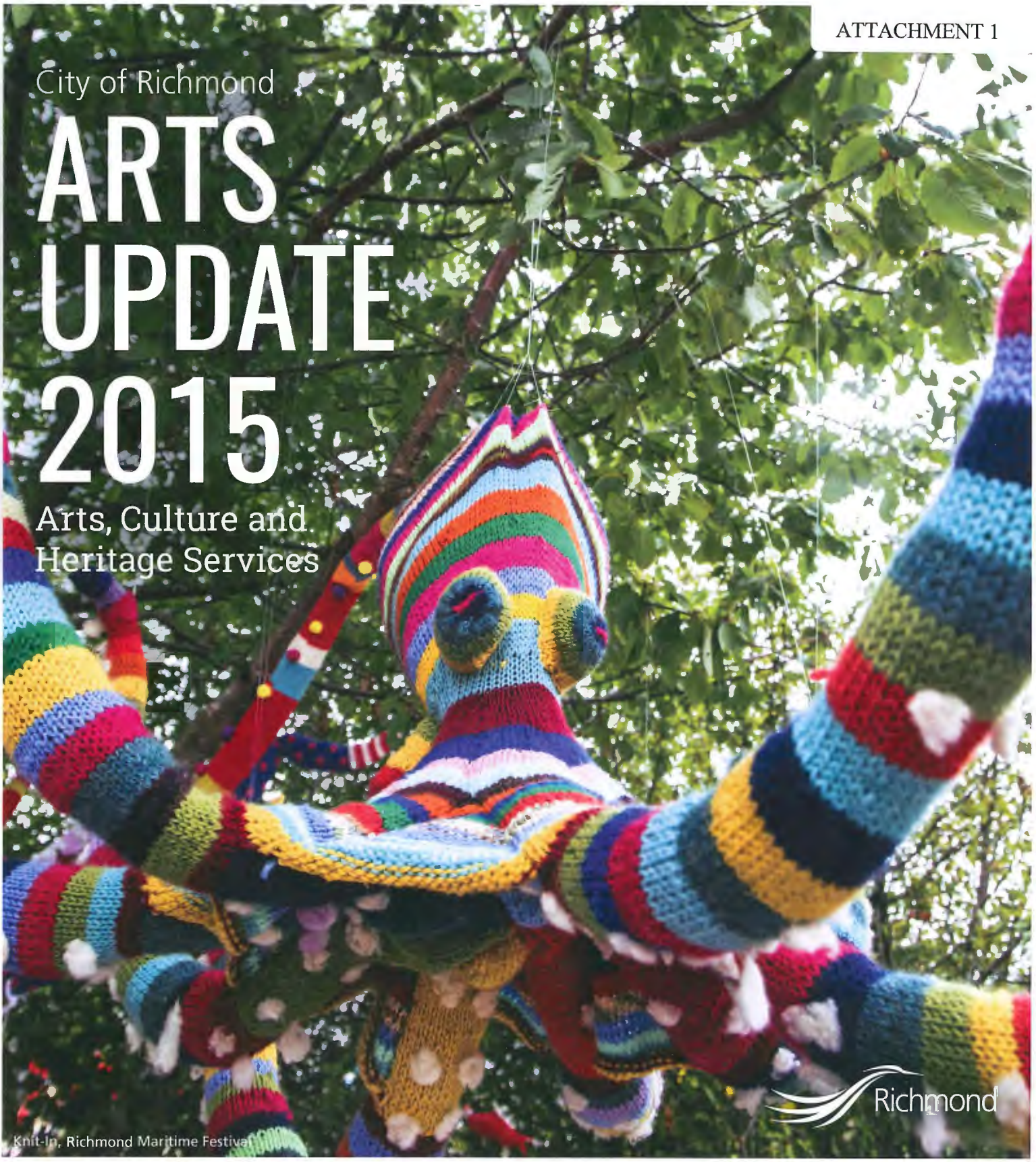
Att. 1: Richmond Arts Update 2015



City of Richmond

# ARTS UPDATE 2015

Arts, Culture and  
Heritage Services



Knit-In, Richmond Maritime Festival



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WOULD WE EVER  
KNOW EACH OTHER  
IN THE SLIGHTEST  
WITHOUT THE ARTS?

– Gabrielle Roy, author



Wild Moccasins, Richmond World Festival

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## Introduction

**I**n 2015, year-round, Richmond residents of all ages had access to affordable, professional arts instruction in visual, media and performing arts. They attended colourful, energetic outdoor cultural festivals as well as meaningful, informative presentations by nationally and internationally recognized cultural leaders. They encountered contemporary, thought-provoking and relevant artworks in the gallery and in the public realm. And they were entertained, inspired and moved by musical and theatrical performances.

Local visual and performing artists and artisans play a vital role in the city's cultural identity and Richmond continued to invest in and support their development with grants, awards, affordable studio space, marketing campaigns such as Culture Days, professional development workshops and opportunities to participate in Artist Calls and to be showcased at public events.

**Diversity, passion, self-expression, beauty, aspiration, transformation and prosperity are by-products of cultural vitality.**

—Silver Donald Cameron, author

A healthy arts scene that offers a wide range of opportunities to participate in and experience the arts is essential to Richmond's aspiration to be the most appealing, livable and well-managed community in Canada.

Vibrant arts, culture and heritage opportunities are also integral to the 2014–2018 Council Term Goal of *A Vibrant, Active and Connected City*, along with strong neighbourhoods, effective social service networks and outstanding places, programs and services that support active living, wellness and a sense of belonging.

This 2015 Arts Update summarizes the progress made towards achieving the goals of the Richmond Arts Strategy 2012–2017. Throughout the document, you will see coloured icons to show how the year's activities help to advance the five strategic directions.





### Richmond Arts Strategic Directions

- 
  1. Strengthen and support the arts community
- 
  2. Increase the number of art spaces and more effectively use existing ones
- 
  3. Broaden the diversity of arts experiences and opportunities
- 
  4. Expand public awareness and understanding of the arts
- 
  5. Broaden the economic potential and contribution of the arts





## Community Cultural Development

### Lulu Series: Art in the City

The 2015 Lulu Series of guest speakers presented three free-to-the-public events about Art in the City and its importance to creating connections between citizens and their communities:

March 19: Artist, curator and designer, **Connie Watts**, presented an overview of her experiences working with Aboriginal artists across Canada as well as creating her own art work for public spaces in cities. Ms. Watts' most celebrated work, *Hetux*, is a large Thunderbird sculpture that hangs at Vancouver International Airport's international arrivals terminal. The talk was preceded by a short performance by local country music artists Damian Marshall and Shanna Lynn performing as Georgia Rain. Attendance: 93

April 23: **Norman Armour**, artistic and executive director of Vancouver's PuSh International Performing Arts Festival discussed how the arts, particularly festivals, can be a central player in expressing and shaping a city's evolving sense of itself. The PuSh Festival has, for more than ten years, presented contemporary works for the stage and public spaces that explore and reflect upon civic history and identity. A short performance by celebrated performing musical artist, Veda Hille, opened this talk. Attendance: 60

May 14: Founding partner of Winnipeg's multiple award-winning **5468796 Architecture**, Johanna Hurme, talked about how architects and clients can think beyond the ordinary when designing for the public realm. The difference between good and bad design, according to Ms. Hurme, is long-term vision, intelligence and care—not the price tag. Her talk was preceded by a performance by flamenco guitarist, Baraa Safaa. Attendance: 70

## 2015 RICHMOND ARTS AWARDS WINNERS

Arts Education: Miyouki Jego

Artistic Innovation: Glen Andersen

Business and the Arts: Michael Audain (Polygon Homes)

Volunteerism: Geok Bin Phua

Youth Arts: Angelica Poversky

Cultural Leadership: Sara Holt

## Richmond Arts Awards

Created in partnership with the Richmond Arts Coalition in 2009, the seventh annual Richmond Arts Awards recognized artistic achievements and contributions to the cultural community by residents, artists, educators, organizations and business leaders. The purpose is to:

- honour major contributions by individuals, organizations and businesses to the arts;
- cultivate greater visibility and understanding of the value of the arts;
- encourage excellence and build new leadership within the arts community; and
- develop patrons for the arts.

This year, 91 nominations were reviewed and finalists were promoted with website announcements, emails to the arts community and a series of ads in the *Richmond News*. The winners in six categories were announced at the Richmond Arts Awards ceremony in Council Chambers on May 12.

Mayor Brodie presided over the ceremony which was attended by approximately 100 people. Special guests included Professor of Professional Practice, SFU School for Contemporary Arts, Howard Jang; Richmond Arts Coalition President, Marina Szijarto; Solaris String Trio; Lulu Island Strummers; the Richmond Youth Dance Company and two members of the Richmond Youth Media Program, Steven Yau (aka DJ Zazz) and Alex Seleniov.

## Arts and Culture Grant Program

The grant has given our performers the financial support to continue performing and additional funding has even allowed the group to take on performances it would not otherwise be able to.

– Tickle Me Pickle Theatre Sports Improv Society

The City's Arts and Culture Grants Program was implemented in 2011 to strengthen the infrastructure of arts and culture organizations, increase the investment in arts opportunities, show support for the careers of local artists and support a wide range of artistic and cultural activity. The program offers two types of grants: Project Assistance and Operating Assistance to registered non-profit arts and culture organizations.

On February 2, Council approved the distribution of \$105,080. A total of \$62,190 in Operating Assistance was distributed to nine recipients and \$42,890 in Project Assistance went to eleven adjudicated programs and projects. (See **Appendix 1**) Over the summer, each of the grant recipients met individually with staff to discuss the progress of their programs and share feedback about the grant application process.

## Minoru Chapel Opera

In 2015, the Minoru Chapel Opera series offered a spring season of three concerts (each with a matinee and evening performance) in the historic Minoru Chapel. On March 4, **Opera Mariposa** made their Minoru Chapel debut with "From Wolfgang to Wagner: Great Moments in Opera" to more than 100 attendees; on April 1, **City Opera Vancouver** presented "Classics of the Musical Stage," featuring favourites by Gershwin, Porter and Kern, to 110 guests; and on May 6, **Burnaby Lyric Opera** performed highlights from Verdi's *La Traviata* to 70 opera fans. Due to restoration work being undertaken at Minoru Chapel later in the year, the Fall Minoru Chapel Opera series was not scheduled.

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Support



Art Spaces



Diversity



Public Awareness



Economic Potential





Latin Dance Workshop, Culture Days



Musical Instrument Petting Zoo, Culture Days

## CULTURE DAYS BY THE NUMBERS

- 48** participating artists and cultural organizations
- 106** free, interactive public activities
- 6,000** estimated attendees
- 33%** of Metro Vancouver activities in Richmond
- 95%** of surveyed activity organizers positive about the experience

## Culture Days ♥ 🏠 💬 ↗

The seventh annual Culture Days (September 25, 26 & 27, 2015) was another highlight of the year with Richmond continuing to be recognized as a leader in this Canada-wide movement to raise awareness, accessibility, participation and engagement in the arts with free, hands-on and interactive activities. Among the offerings were behind-the-scenes tours of the Gulf of Georgia Cannery and Gateway Theatre; hands-on activities in printmaking, papermaking, Latin dance and digital photography; and a wide range of demos, exhibits and activities with a bee theme to raise awareness and inspire action to improve bee habitats.

In terms of numbers, in 2015, Richmond played host to 48 individual artists and cultural organizations who collectively presented 106 free, interactive public activities over the three-day weekend. This total is raised to 139 if multiple-day activities are accounted for – a 286% increase since Richmond's first year of participation in 2010. Combined attendance is estimated to be 6,000. Richmond's involvement represents 33% of the total 323 activities in the Metro Vancouver area, and 17% of the 614 registered activities across the province.

In the national Culture Days "Top Ten" lists, the City of Richmond topped the list of cities with population 50,000-499,999 for largest number of activities, and remains in the top five overall. Richmond was also honoured this year to host the official Culture Days Provincial Launch event at Britannia Shipyards National Historic Site on September 24.

A great way to showcase and promote positive socialization and healthy activity. A 92-year-old man tried Zumba for the first time and he did the high energy workout for half an hour and he enjoyed it so much that he is considering joining the class.

—Minoru Place Activity Centre

Culture Days provides beneficial professional development opportunities for local artists beyond the experience of organizing a public activity. The national website offers a wide range of how-to's and peer learnings and the third Culture Days National Congress, held in Edmonton in May, was an occasion for the City to host a free "lunch and learn" for local artists to attend a live webcast of keynote speaker Jean Grand-Maitre, artistic director of Alberta Ballet, and a panel discussion on measuring cultural engagement in the arts. This fully subscribed event was extremely well-received.

Artists and organizations that participate in Culture Days are provided with packages of promotional materials (some provided by the national Culture Days office) including posters, programs, balloons, buttons, tattoos, bookmarks and more.

Feedback from artists and event organizers continues to be excellent; almost all (95%) that responded to the follow-up survey found the event to be a positive experience and would both participate next year and recommend others to join in.

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## Writer-in-Residence ❤️👤💬

In Fall 2015, Richmond hosted its fourth Writer-in-Residence program at the Richmond Public Library, Richmond Arts Centre and Minoru Place Activity Centre. Playwright, Sally Stubbs, led a series of events in October and November that gave Richmond residents the opportunity to engage with a professional author.

One youth rehearsed and read for an older adult who had written her monologue from the perspective of her 17-year-old self ... This same older adult then rehearsed and read another older adult's monologue because the second woman felt uncomfortable about reading due to her relatively weak English skills. Both were thrilled.

—Sally Stubbs

Ms. Stubbs is a celebrated playwright and arts educator, who also directs and loves to clown. Her plays have been produced, presented and studied in Canada as well as South Africa, Sweden and India, in theatres, festivals, secondary and post-secondary classrooms and at international conferences.

The Writer-in-Residence program opened with a public reading, Q&A and launch event on September 25 (as part of Culture Days) where her "Writing Our Dreams" series of free programs for seniors, adults with young children and youth was introduced. During her residency, Sally also offered manuscript consultations for local aspiring authors to have samples of their writing evaluated and discussed one-on-one with her.

The residency concluded with a multi-generational finale performance on November 21 where 26 participants shared writing developed at workshops in the previous weeks to an audience of 53.



Main Stage, Richmond Maritime Festival



Cannery Mermaids, Richmond Maritime Festival

## Richmond Maritime Festival 🏠👤📈

The 12th annual Richmond Maritime Festival (and fifth as a multi-faceted, large-scale arts, culture and heritage celebration) at Britannia Shipyards National Historic Site attracted an estimated 40,000 visitors on August 6 & 7. The heritage site was transformed by delightful maritime-themed art installations, roving costumed characters, staged performances featuring local talents and many exhibits and interactive creative activities involving artists and artisan guilds including the Richmond Carvers Society, Steveston Maritime Modelers, Richmond Pottery Club and Richmond Gem and Mineral Society among many other organizations. Local artist, David Axelrod, was selected to create the illustration for the annual promotional campaign. The festival was programmed in partnership with the Richmond Arts Coalition and Britannia Heritage Shipyard Society.



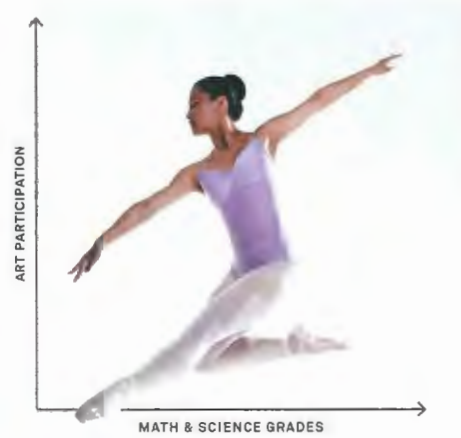




## Richmond World Festival 🏠🌿📈

The inaugural Richmond World Festival, on September 5 at Minoru Park, was a high-energy international showcase of music, performance, food, sports and arts. Among the plethora of cultural offerings, visitors (an estimated 25,000) enjoyed witty word play at the World of Poetry organized by local poet and 2015 Youth Arts Award-winner, Angelica Poversky; exciting technological media installations at the Your Kontinent Digital Carnival presented by Cinevolution Media Arts Society; Chinese Opera costumes, make-up and performance by Vancouver Cantonese Opera (whose Richmond-based Multicultural Heritage Festival will be merging with the World Festival in 2016); and hands-on creative fun with artist Marina Szijarto, as part of her Harvest Full Moon Project, a four-month residency at City Centre Community Centre (see pages 21 and 25 for more about this project).

In March 2016, the event was named Most Outstanding Event in Canada by the Canadian Event Industry Awards.



## How Art Works 💬

In Fall 2015, Arts Services launched a new promotional campaign, How Art Works, with postcards, posters and a website at [www.howartworks.ca](http://www.howartworks.ca) to raise public awareness about the importance of the arts to vibrant communities. Citing research from a range of sources, the campaign describes the often surprising ways that arts participation impacts health and wellness, quality of life for seniors, cultural empathy, economic impact and academic performance. (See Appendix 2)

The campaign also features photographs of three Richmond residents—ballerina, Iris Chen; singer, Ajaye Jardine and violinist, Shoyao Ma—who, under the direction of 123W creative director, Rob Sweetman (himself a Richmond resident), posed for a series of designs that mimic mathematical graphs.

In 2016, the campaign continues with (bilingual) transit shelter advertising, a fold-out cover for the Parks, Recreation and Culture Guide, a robust social media Instagram campaign and a public contest to create work for the No. 3 Road Canada Line art columns.



Rhonda Wepler



Branscombe House

## Branscombe House Artist-in-Residence 🏠👤💬

**I**n 2015, an inaugural Call for Artists was issued for an artist-in-residence to live at the recently restored Branscombe House. The Call attracted 24 proposals from artists hailing from seven countries. A selection of panelists representing the local arts community worked with staff to select celebrated artist, Rhonda Wepler (San Francisco, CA), as the successful applicant.

Throughout 2016, Ms. Wepler will present a range of free public activities, open studios, workshops and exhibitions in exchange for live/work studio space upstairs in this popular heritage building.

## Richmond Artist Directory E-list ❤️📈

**S**ince 2009, Arts Services has annually sent dozens of emails throughout the year to Richmond's arts community to keep them informed about City-led opportunities and programs for and of interest to them. The list currently has more than 350 recipients including individual artists and cultural organizations who receive occasional messages to alert them to Artist Calls, funding deadlines, promotional opportunities, professional development workshops and more.





jasna guy: not by chance alone

## Richmond Art Gallery

**R**ichmond Art Gallery is a nationally recognized municipal gallery known for its diverse array of exhibitions on issues and ideas of importance to our community, featuring Canadian and international artists. Richmond Art Gallery exhibitions, educational programs and events contribute to the growth of a vibrant cultural community in Richmond.

### 2015 EXHIBITION ATTENDANCE

3,362	Close Listening
4,229	Greg Girard
1,629	ArtRich
5,129	Cameron Cartiere/jasna guy

### Exhibitions

**T**he Richmond Art Gallery presented five exhibitions (accompanied by educational programs that illuminated issues underlying the work) in 2015, representing emerging to senior artists from Canada and other countries to bring a range of contemporary issues and practices to this community.

**CLOSE LISTENING: ELI BORNOWSKY, JEREMY HOF, MONIQUE MOUTON, JINNY YU**  
January 30–March 29, 2015

*Close Listening* featured the work of four painters who are reconsidering the possibilities of abstraction with inventive approaches to their material. Collectively, these artists explore the medium of paint through non-traditional techniques while challenging the definition of the act of painting. This exhibition was organized and circulated by the Ottawa Art Gallery and curated by Ola Wlusek.

**GREG GIRARD: RICHMOND/KOWLOON**  
April 18–June 28, 2015

*Richmond/Kowloon* presented Vancouver-based artist Greg Girard's photographs documenting Kowloon Walled City (Hong Kong) as well as new photos of Richmond neighbourhoods and residents taken specifically for the exhibition at the invitation of the Gallery. RAG published a 44-page illustrated catalogue with essays by architect Rufina Wu and UBC English Professor Glenn Deer, as well as an interview with Greg Girard by Nan Capogna, who curated the exhibition.

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## ARTRICH 2015

July 18–August 15, 2015

*ArtRich 2015* was a regional juried art exhibition presented in partnership with the Richmond Arts Coalition (RAC). The exhibition provided an opportunity to showcase the arts in our community on a regional level as well as assist artists to gain greater exposure. The more than 150 artworks submitted for consideration and 49 artworks selected included a variety of media from emerging and established artists that explored a broad range of concerns and interests.



## CAMERON CARTIERE AND THE CHART COLLECTIVE: FOR ALL IS FOR YOURSELF

JASNA GUY: NOT BY CHANCE ALONE

September 12, 2015–January 3, 2016

Public Art Facilitator and exhibition curator, Cameron Cartiere, and the chART Collective's *For All Is For Yourself* explored increasing sustainable habitats for bees to counter the alarming decrease in bee numbers. Cartiere's social practice included working with various Richmond communities to produce handmade seed paper (from recycled office paper) that was then laser cut into

10,000 "bees" to create the Gallery installation. An exhibition brochure with an essay by Cameron Cartiere accompanied the exhibition.

North Vancouver based-artist, Jasna Guy, created this body of work over three years in response to news of collapsing bee colonies and the subsequent impact this has on a broad variety of ecosystems. Tens of thousands of individually printed images on hundreds of silk tissue sheets represented 30,000 individual honey bees in addition to other related components. At the opening reception, vocal ensemble *Musica Intima* performed a new arrangement of English beekeeper Charles Butler's madrigal, "The Feminine Monarchy" (1609). An exhibition brochure with an essay by exhibition curator Nan Capogna accompanied the exhibition.

I have been bringing my elementary students to the Richmond Art Gallery for fifteen years. The quality of instruction and art materials are far superior to what I can provide in the classroom and I am always impressed by the workshops and instructors. The children learn to appreciate and value the work of contemporary artists, to think critically about exhibits, and also to make connections that go far beyond the "art" itself.

–Leanne Teixeira, Grade 5 Teacher



## Community Outreach and Programs

### ARTIST INTERVIEWS ON VIDEO

For each exhibition, the Gallery produces video interviews of the artists talking about their work. In 2015, the Gallery produced four artist interviews:

- Ola Wlusek and Jeremy Hof for *Close Listening*
- Greg Girard for *Richmond/Kowloon*
- jasna guy for *not by chance alone*
- Cameron Cartiere for *For All is For Yourself*

### EXHIBITION-RELATED PUBLIC PROGRAMS

During the *Close Listening* exhibition, exhibiting artist Jeremy Hof led a sold out art **workshop on Abstract Painting**. Mr. Hof taught art novices and experienced artists experimental painting techniques, having each participant create up to three abstract paintings in one afternoon. The gallery followed up a few weeks later with a **workshop on Colour** when instructor Melanie Devoy led participants through basic colour mixing exercises to introduce colour theory with hands-on painting techniques.

As part of the exhibition *Greg Girard: Richmond/Kowloon*, the Gallery hosted the **panel, *Curse of the Livable City***, a discussion on the changing cityscape led by Facilitator Leslie Van Duzer, Professor and Director at the School of Architecture & Landscape Architecture, UBC. Panelists Greg Girard (photographer), Bing Thom (Principal, Bing Thom Architects), Glenn Deer (Assistant Professor of English and Associate Editor of Canadian Literature, Dept. of English, UBC), and Rufina Wu (architect, AIBC) had a conversation about Richmond as part of Metro Vancouver, and its ranking as one of North America's most livable cities. A crowd of 65 participated in the discussion about the changing nature of cities, and how Richmond compares to what is happening in other cities around the world. The discussion was also live-tweeted via Bing Thom Associates and the Richmond Art Gallery, to enlarge the conversation to an online audience.

Another event during this exhibition was an **illustrated Artist Talk** by Greg Girard. Co-sponsored by the Contemporary Art Society of Vancouver, this talk introduced 44 art collectors, gallery owners, local photographers, and art lovers to Girard's extensive photography career. Participants closed the program with questions, many curious about how Mr. Girard's year spent exploring Richmond compared with his extensive travels to Asia.

During the *Doors Open Richmond* weekend, the Gallery provided **tours** of the *Greg Girard: Richmond/Kowloon* exhibition in English and Mandarin to 45 visitors, as well as a hands-on **paper-making workshop** for 50 visitors of all ages. The paper-making workshop was part of the upcoming fall exhibition, *Cameron Cartiere and the chART Collective: For All is For Yourself*. The seed paper sheets made by participants at the *Doors Open* workshop were die-cut into bee shapes, and made up a larger installation in the gallery of 10,000 bees.

Many programs were scheduled during the jasna guy and Cameron Cartiere exhibitions, including **artist's talks** and many **workshops**. *Buzzworthy* was

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a two-day event held over the Culture Days weekend during which various bee-themed activities were held throughout the Cultural Centre, including artist tours of the exhibition, a button-making workshop with artist Jasna Guy, pollen microscopy viewings with beekeeper Brian Campbell, a seed-paper making workshop with artists from the chART Collective, gardening workshops with artist Lori Weidenhammer, a bee embroidery demonstration and workshop with artist Heather Talbot, and many others. On December 10, the public was invited to a special event and take away seed paper bees to plant in their own gardens. A **panel discussion, *Beeing Part of the Solution***, was moderated by Lesley Douglas, City of Richmond Manager of Environmental Sustainability, and included artists Jasna Guy and Cameron Cartiere, beekeeper Brian Campbell, scientist Dr. Elizabeth Elle and writer Nancy Holmes. The speakers talked about their bee-related projects and recommended actions we can all take to create a more sustainable environment for bees.

A new project, ***For All is For Yourself—RAG Youth Outreach***, was funded by the Richmond Community Foundation. The project brings students and their teachers from three Richmond schools—JN Burnett, Cambie, and McRoberts Secondary Schools—together with professional artists, art facilitators and Gallery staff to share skills, interests and ideas about the collapsing of honeybee colonies. Gallery staff, Cameron Cartiere and the chART Collective shared their work with students and teachers on field trips and in the classroom to help plan an art project that reflects the values of cooperative labour, promotes discussion about wild pollinators and supports an educational model that provides training for community members to take an active role in habitat solutions for bees. In 2015, students participated in a tour of the exhibitions, a seed paper workshop and visited the Bath Slough Pollinator Field. This project will continue in 2016.



### CITY HALL GALLERIA EXHIBITION 2015

The Richmond Art Gallery helps to organize exhibitions of quality artwork by local artists for display off-site at Richmond City Hall. In 2015, the Gallery presented the following exhibitions:

- Jan 13–Mar 9** Kathleen Gallagher, *Translations of Nature*
- Mar 9–Apr 21** Sorour Abdollahi, *Intersecting Landscapes*
- Apr 21–Jun 16** Sand Wan, *The Passing of Time*
- Jun 17–Oct 7** Focus on Creativity: Works by members of the Richmond Photo Club
- Oct 7–Nov 12** Richmond Society for Community Living



## Ongoing Public Programs

In addition to the many exhibition-based programs offered, the Gallery regularly presents a variety of opportunities for the public to appreciate and learn about art. These programs offer different “entry points” to the exhibitions depending on the visitors’ comfort level and learning style. These programs include:

### DROP-IN DRAWING FOR ADULTS

In this on-going monthly program, local artist Tony Yin Tak Chu leads drawing demonstrations, encouraging participants to draw from the artworks in the gallery while learning new drawing techniques. This program is offered to all skill levels, attracting local art lovers looking for a space to socialize while they learn about art and how to draw.



### FAMILY SUNDAY

The Family Sunday program remains a popular monthly program averaging 100–160 participants per month, many of whom are regular monthly visitors. *Family Sunday* also provides training and job skills to a team of youth volunteers, who assist in the coordination of the program. The program continues to be sponsored by the RBC Foundation to provide this program free of charge.

### ART + TEA + TALK

This free program is a social event for adults and seniors, to come once per exhibition to learn about the current exhibition and discuss ideas about artists and contemporary art. The program encourages a casual discussion with gallery staff and participants, who learn from each other and share what the art means to them.

## 2015 SCHOOL ART PROGRAM BY THE NUMBERS

- 124** school tours and workshops
- 3,022** students
- 46** teachers at two Pro-D workshops

### SCHOOL ART PROGRAM

The Richmond Art Gallery School Art Program introduces students from Preschool to Grade 7 to the world of contemporary art through interactive gallery tours and exhibition-based, hands-on art activities. The Gallery receives annual funding for the School Art Program from TD Bank Group.

In 2015, 124 school tours and workshops were conducted, serving 3,022 students from all over the Lower Mainland, including Richmond, Vancouver, Surrey and Delta. As well, 46 teachers participated in two Pro-Development workshops. Several adult ESL tours were also provided, along with presentations at the Richmond Teachers District Convention.

In 2015, the School Art Program continued its partnership with the UBC Faculty of Education in their Community-based Field Experience program. This program pairs students from the Teacher Education program with community organizations to allow teacher candidates to gain experience outside the traditional classroom. Susanne Chow, a secondary arts teacher candidate was assigned to this program, and gained experience working with children aged 3–12 in a gallery context.



## Partnerships

The Richmond Art Gallery has developed and continues to consolidate relationships with numerous community partners such as the Richmond Women's Resource Centre (and their Chinese Grandmothers' group), Richmond School District, City of Richmond Diversity Services, Contemporary Art Society of Vancouver, Richmond Public Library, Richmond Museum, Richmond Public Art Program, Richmond Arts Centre, Richmond Media Lab, Cinevolution Media Arts Society, SUCCESS, Richmond Delta Youth Orchestra, Monte Clark Gallery, Richmond Cares Richmond Gives, City of Richmond Seniors Services and UBC Faculty of Education.

The School Art Program delivers such rich and deep learning opportunities for students of all ages. The professional and very knowledgeable staff offer students the opportunity to explore the styles of a variety of artists in an authentic way. Students are engaged throughout the process from observing, discussing, learning, and exploring in the art gallery as well as in the painters lab. I enjoy attending this program and I think it is a wonderful extension to what is taught in the classroom.

—Karen Sato, Grade 2 Teacher

New partnerships in 2015 include those with Capture Photography Festival, Richmond Arts Coalition, Bing Thom Architects, UBC SALA, The Bee School, Richmond School District Green teams, COR Environmental Sustainability Department, Richmond Food Security Society, Earthwise Society, Feed the Bees, Lulu Island Honey, Tugwell Creek Honey Farm & Meadery, Richmond Green Ambassadors, Gallery Jones, Players Wanted Games & Collectibles and the West Vancouver Museum.

In 2015, the Richmond Art Gallery collaborated with Richmond Public Art and CARFAC BC on **Art at Work**, a series of professional development workshops for artists. The first of these workshops was held in October, and focused on providing artists with the necessary components of applying for public art projects. The series continues in 2016.

These partnerships allow the Gallery to create mutually beneficial opportunities for audience crossover, resource sharing and cooperative programming and help to extend the understanding of art's significance in everyday life.

## Funding

The Gallery benefits from financial and in-kind support of many organizations. In 2015, the Gallery received cash and in-kind assistance from three levels of government, large and small businesses, private foundations and individuals.





Plates for Local Palates, Ariel Kirk-Gushowaty, No. 3 Road Art Column

## Richmond Public Art Program

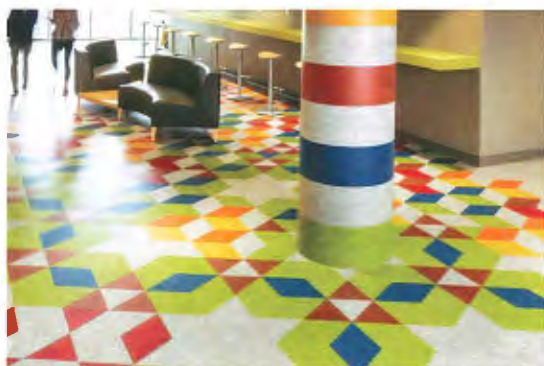
### RICHMOND PUBLIC ART PROGRAM TO-DATE:

- 154** Total number of artworks in collection
- 111** Permanent artwork installations
- 43** Temporary installations (39 no longer on display)
- 115** Total number of permanent and temporary artworks currently on display

**T**he Richmond Public Art Program provides a means for including art in creating a culturally rich environment for a vibrant, healthy and sustainable city. Public art is incorporated into civic and private development projects to spark community participation and civic pride in the building of our public spaces. In addition to permanent and temporary artworks, the Public Art Program offers a stimulating program of educational and community engagement events to increase public awareness of the arts and encourage public dialogue about art and issues of interest and concern to Richmond residents.

### Civic Public Art Program 🖐️💬

**I**n 2015, public art was commissioned by the City and installed at community centres, parks, civic buildings and along city sidewalks. These included:



#### MOTIF OF ONE AND MANY

**by Rebecca Bayers**

City Centre Community Centre

*Motif of One and Many* explores the idea of community as a creation that is greater than the sum of its parts. A colourful grid of triangles covers the floor of this community centre's second floor lobby, representing individuals and groups who have come together to form new relationships. Research conducted at the Richmond Archives inspired the layout that echoes ancient motifs and acknowledges the city's cultural diversity. The word *motif* commonly refers to a repeated theme or pattern and is a term used in visual arts, textile arts and folklore. The origin of the word also refers to a *motive*, as in "that which inwardly moves a person."





## LULU SWEET: ISLAND

by **Deanne Achong and Faith Moosang**

Britannia Shipyards National Historic Site

*Lulu Suite* is a public art project that looks at the history of Richmond through a combination of historical and contemporary lenses. Artists, Deanne Achong and Faith Moosang, have created three narrative-based projects that explore questions of technology, public space and the means in which history is collected, archived and shared. The third work, *Lulu Sweet: Island*, which premiered at the 2014 Your Kontinent International Film Festival, was re-installed in the Murakami Boatworks at Britannia Shipyards for Ships to Shore, June 28 – July 1, 2015. The imagery and sounds invite the audience to consider the beauty of the industrial presence rooted to the site by the hypnotic flow of the river. In 2016, the film will be permanently installed as part of the Seine Net Loft's new interactive exhibits.



## STAR ARC

by **Danna De Groot, W3 Design**

Richmond Olympic Oval

The Richmond Olympic Experience Cauldron, *Star Arc*, marks the end of the exterior exhibit experience, "Torch Route Across the Nation," and symbolizes the intangible elements of the Olympic Games: the unifying, eternal light of the flame (represented in LED lighting) and the sense of "being a part of something bigger" that the Olympic Games evoke. *Star Arc* is a distinctly transformative point in what is designed to be a "journey of transformation" for the visitor.

## LULU, A MEMORY GARDEN

by **Jacqueline Metz and Nancy Chew**

Paulik Gardens Neighbourhood Park

A centrepiece of large etched black stone paver slabs, placed in a radial pattern, incorporates the drawings of horticultural images created by Palmer Senior Secondary art students. The work represents a story about the park's past and about people's experiences of gardens.



## CURRENT II

by **Andrea Sirois**

Alexandra District Energy Utility Building

*Current II*, completed in November 2015 to expand on the work of *Current* (2013), continues the theme of water as energy. Photographic images depict water flowing around the building's exterior, symbolizing the geothermal energy that is literally flowing below Richmond's first geothermal energy facility.



## City Utility Cabinet Wrap Program

On March 23, 2015, Council endorsed the implementation program for integrating artwork on City of Richmond utility boxes. The Public Art Program, in partnership with Engineering and Public Works and the Transportation Department, installed eight new art wraps around Richmond in 2015. These included:



### THE SOCKEYE SPECIAL - THE INTERURBAN TRAM

**by David Pacholko**

Van Horne Sanitary Lift Station

The artist researched the Vancouver and Lulu Island Railway, affectionately known as The Sockeye Special, which ran from 1902 to 1958. Combining images from Richmond Archives and a colourful BCER logo, he pays tribute to the industries that flourished during this time, and helped shape Richmond then and today.

### DELTA TREES

**by Ross Munro**

Odlin West Sanitary Lift Station kiosk

This artwork depicts birch and shore pine trees, the typical dominant species of the original bog landscape of the Fraser River Delta. The mountains beyond the trees indicate we are looking to the north and provide an orientation point, just as they do for the people of Richmond.

### ISLAND CITY

**by Mir Agol**

Richmond Centre Sanitary Lift Station kiosk

This wrap features retouched archival images of various modes of transportation that have served Richmond, from horse drawn carts to tall ships to air planes.



### HOP ON THE TRAIN

CANNERY GIRLS

STEVESTON MEAT MARKET

DOCKSIDE

DOWNTOWN STEVESTON

**by Andrew Briggs**

Traffic control boxes at No. 1 Road and Moncton Street in Steveston Village and the No. 1 Road South Drainage Pump Station.

For these five works, the artist combined archival images of local architecture, streetscapes, landscapes, as well as abstract forms to create a juxtaposition of time and place.

In addition, several civic public art projects were commissioned in 2015, and are scheduled for installation in 2016–2017 (see **Appendix 3**).

## Community Public Art Program

### THE HARVEST FULL MOON PROJECT

For four months, community artist Marina Szijarto offered an exciting range of free workshops and open studio drop-in sessions at the new City Centre Community Centre. The arts and environment-based programs involving food, lantern-making and more, culminated in the Harvest Full Moon Procession and Celebration on September 26, 2015.



### PIANOS ON THE STREET 2015

The second annual program built bridges and delighted passers-by throughout the community by bringing pianos to open-air locations in Minoru Plaza, Britannia Heritage Shipyards site and the Terra Nova Rural Park, from July through September 2015. Each piano was decorated by a local arts group to represent the flavour of the community where it was situated and the public was invited to play the instruments and upload media of themselves to a dedicated website, [www.supportpiano.com](http://www.supportpiano.com). This project was sponsored by Pacey's Pianos.



### POLLINATOR PASTURE

This multi-faceted project coordinated by an Emily Carr University research team, creates environmental-based artworks to benefit a multitude of pollinators in the agricultural communities of Kelowna and Richmond. The Richmond component, located in Bath Slough and Bridgeport Industrial Park, is a collaborative effort with Environmental Sustainability, Parks and Public Art with the City and external partners BC Hydro, Westcoast Seeds and VanCity. The development of an enhanced demonstration pasture for pollinators within the park and Bath Slough will demonstrate how public art can be used as a catalyst for ecological change.

## Private Development Public Art Program

Through the development applications process, private developers continued to provide high quality public art to enrich the public realm. In 2015, the following projects were completed:



### EBB & FLOW

by Jacqueline Metz and Nancy Chew

Carol Tong Centre

This work is inspired by the idea that every place is made up of various communities, intersecting in diverse ways like lines of energy and that each individual is similarly made up of varied histories, experiences, and interests: the strands of our identity. Located at the home of the new City Centre Community Centre, this artwork is a "snapshot", or moment in time, of a braided river. Such rivers come together, separate, change form and pattern as a metaphor for shifting, overlapping, interweaving communities, and for the constant flux of society and culture. The work was commissioned by Canada Sunrise Development Corp.

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Support



Art Spaces



Diversity



Public Awareness



Economic Potential



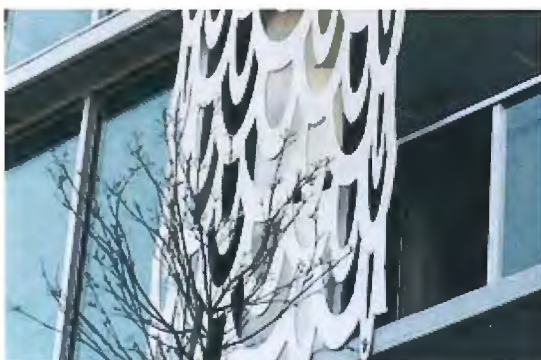


## TANGO

by Javier Campos and Elspeth Pratt

Kiwanis Towers

In contrast to the demands of habitation and construction logic of buildings that surround it, *tango* proposes deceptively simple sculptural gestures. With simple and elegant sculptural shapes, three forms of wood, steel and concrete stand locked in an intimate dance. Their forms allude to an individuality of material that resists their industrialization in the construction industry. This work was commissioned by Polygon Homes.



## SEQUENCE

by Eliza Au and Nick Santillan

Harmony building

This work is a geometric pattern based on fish scales, carved by water-jet into aluminum screens and placed along the full height of the building. The repeated pattern and lustrous surface convey a sense of rhythm, movement, and flexibility, much like a fish moving in water. The overall design also alludes to the flow of water and the role streams and rivers play in connecting communities of people and distinct land regions. The work was commissioned by Townline Ventures.

Several private development public art projects were commissioned in 2015, and are scheduled for installation in 2016–2017 (see **Appendix 3**).

## Unique Projects



## NO.3 ROAD ART COLUMNS

Exhibition 9: Small Monuments to Food

*Small Monuments to Food* examines how Richmond's diversity of cultures—including social, economic and political histories—have influenced the way we think, produce, consume, protect and build community and identity around food. The project was created in collaboration with the City's Environmental Sustainability section and the Sharing Farm. Original artworks created for Part 1 of the project, on display through November 2015, included *Where do you think food comes from?* by artist Dawn Lo, *An Unfamiliar Place* by Patty Tseng and *Plates for Local Palates* by Ariel Kirk-Gushowaty. Part 2, installed

in December 2015, features the work of three local artists, and includes *The Farm*, *The Market*, *The Table*, *The End* by Eric Button, *Seed Bank* by Catherine Chan and *When You Eat Today, Thank a Farmer* by Deborah Koenker.

## CANADA LINE TERMINUS PLINTH PROJECT

*Cluster* by Carlyn Yandle remained on display throughout most of 2015. In November 2015, the brightly coloured metal artwork was removed for recycling to make way for the next temporary plinth project, *Skydam* by Nathan Lee, installed in early 2016.

## Public Art Education and Engagement Program



### PECHAKUCHA NIGHT RICHMOND

Ten speakers from a variety of different professions and backgrounds presented their stories at each of the four free *PechaKucha Night Richmond* events in 2015. The presentations reflected on influential experiences and the changes that these have brought about in fields ranging from design and art to social inclusion, environmental activism and entrepreneurship. PechaKucha is a presentation format where speakers present 20 images and tell their stories as the photos automatically advance every 20 seconds.

#### — Volume 9: Feed the Soul

*March 26, 2015, Melville Centre for Dialogue at KPU Richmond Campus*  
Hosted and produced by second year students in the Graphic Design for Marketing Program at Kwantlen Polytechnic University Richmond Campus, this event featured ten speakers on a wide range of subjects. Attendance: 125.

#### — Volume 10: Wonders of Wood

*May 8, 2015, Chinese Bunkhouse, Britannia Heritage Shipyards*  
Ten creative and specialized practitioners in architecture, instrument-making, art and design and environment shared their creative process of envisioning wood in unique ways. Attendance: 60

#### — Volume 11: Gateways: Culture in Translation

*August 5, 2015, Richmond Cultural Centre Performance Hall*  
Presented in partnership with Gateway Theatre, this event explored what happens when arts and culture are experienced in different languages. Attendance: 45

#### — Volume 12: Word, Words, Words

*Oct 1, 2015, Richmond Public Library Brighouse Branch Living Room*  
Presented in partnership with the Richmond Public Library, this event featured ten people who work with words including a poet, a novelist and a newspaper publisher. Attendance: 35

### CULTURE DAYS PUBLIC ART BUS TOURS

Participants of all ages joined Public Art Planner Eric Fiss and special guest artists Deanne Achong and Faith Moosang for two fully subscribed bus tours exploring some of Richmond's newest artworks.

### ART AT WORK

Presented in partnership with the Canadian Artists Representation/Front des artistes canadiens (CARFAC) and the Richmond Art Gallery, this series of professional development workshops and events is designed to provide artists with the knowledge and skills required for pursuing a professional arts practice in the fields of public art, visual art and community arts. Workshops and events for the fall series were free, with additional programming planned for spring of 2016.





Richmond Maritime Festival



Cluster, Carlyn Yandle



Vancouver Cantor, Richmond World Festival

I can't tell you how useful your course has been in helping me toward public art projects. I currently have a temporary installation in the works in a Vancouver park that I'm crossing my fingers will get the go-ahead, but I would not even be in this position had I not learned the basics on pulling a proposal together.

—Carlyn Yandle, artist



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Burnaby Lyric Opera, Minoru Chapel Opera





Richmond World Festival



Harvest Full Moon Project

It was the first time I really felt connected with the community. I met some people that seemed like we were friends for a long time but we had never met. It was so fun and inspiring. I felt what community meant, connected with people from all different age groups. I hope that there will be more opportunities like this. Thanks.

—Lina Zhuo (on the Harvest Full Moon Project)



Chinese painting demo, Culture Days



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Richmond Arts Awards



Harvest Full Moon Project

## ALEXANDRA ROAD PUBLIC ART PLAN / PUBLIC ART COLLECTIVE VIDEO

Under the direction of Dr. Cameron Cartiere, Associate Professor at Emily Carr University of Art + Design (ECUAD) and Amit Sandhu, General Manager, Am-Pri Group, ECUAD students developed and presented the *Alexandra Road Public Art Plan* to City staff representing Planning, Environmental Sustainability, Parks, Public Art and Archives on April 1, 2015. The collaboration was documented in a film produced by Sharad Kharé with support from Am-Pri Developments, ECUAD, Stantec and the City of Richmond. The video, *The Public Art Collective*, is available for viewing online through Vimeo at [vimeo.com/159390304](https://vimeo.com/159390304). The Alexandra Road Public Art Plan was used to guide the artist selection process for the private development at 9580 Alexandra Road.

### 2015 RPAAC MEMBERS:

Aderyn Davies, Chair  
 Sandra Cohen, Vice Chair  
 Chris Charlebois  
 Simone Guo  
 Valerie Jones  
 Shawne MacIntyre  
 Victoria Padilla  
 Willa Walsh  
 Xuedong Zhao  
 Councillor Carol Day, Council Liaison

## Richmond Public Art Advisory Committee

The Richmond Public Art Advisory Committee (RPAAC) is a Council-appointed voluntary advisory committee that provides input on public art policy, planning, education and promotion. At monthly meetings, members received presentations on new civic, private development and community project proposals and provided feedback and recommendations. Updates on discussions on public art for upcoming development were provided by the Committee's appointee to the Advisory Design Panel, Xuedong Zhao.

In 2015, the Committee held three facilitated workshops to review the Administrative Procedures Manual and recommended updates to improve clarity and administration of the Public Art Program.



AS A PROFESSIONAL ARTIST  
MYSELF—PURSUING ALL  
AVENUES TO MAKE A LIVING  
FROM THAT ALONE—I ADMIRE  
WHAT THE CITY OF RICHMOND IS  
DOING TO SUPPORT INDIVIDUAL  
ARTISTS IN PARTICULAR.

—Mary Lunne Jewell, artist





## Richmond Arts Centre

**T**he Richmond Arts Centre provides high calibre arts experiences that are accessible, relevant and professionally delivered.

The Arts Centre focusses on advancing arts education in the general public while supporting artists and arts organizations in creating products and providing a creative outlet for the community. In addition to hosting significant events such as the Children's Arts Festival, the Centre is home to ten Resident Art Groups who, collectively, occupied 4,000+ hours in the studios.

In order to ensure safe and professional spaces are available for the public, the Arts Centre has undergone several facility upgrades in the recent past including the pottery, painting and performing arts studios. In 2015, the process for a major upgrade of the lapidary studio was initiated and is slated for completion in 2016.

### ARTS EDUCATION PROGRAMS BY THE NUMBERS:

538	courses
4,654	registered students
653	waitlisted
30	professional instructors

### Arts Education Programs

**T**he Richmond Arts Centre continues to develop and diversify its Arts Education offerings to meet the growing community demand for high quality arts education. The programs developed and offered in 2015 ensured the community continued to have access to a strong base of introductory or beginner arts education while increasing its access to higher-level learning opportunities. In 2015, the Arts Centre introduced beginner-level classes in sculpture, acting, improv and violin, as well as advanced programs in comics and cartooning, pottery, adult ballet and studio art for youth and adults.

The year-round dance program continues to be in high demand with 558 students in 2015 and another 124 waitlisted. In addition to classes in ballet, tap, jazz, hip hop and musical theatre, the Arts Centre hosts two audition-based dance groups: the 20-member Richmond Youth Dance Company and multi-generational Richmond Dance Company (for ages 19-70+ years).



Amy Duval, Summer Art Student



Youth Ballet Class

In 2015, there were several public presentations to showcase the talents of Arts Centre students:

### "ATLANTIS: LIFE AFTER" SCHOOL YEAR DANCE RECITAL

On June 13, 2015, 600 dancers presented works in ballet, tap, jazz, hip hop and musical theatre to an audience of 1,398 over three performances at the Gateway Theatre.

### "SEVEN" RICHMOND YOUTH DANCE COMPANY SHOWCASE

On Mar 6–8, 2015, approximately 220 people enjoyed performances choreographed by senior instructor Miyouki Jogo and guest artist Troy McLaughlin. Live music was provided by the Richmond Delta Youth Orchestra with original compositions by Stephen Robb.

### FRIDAY NIGHT LIVE

The Richmond Dance Company performed with the Richmond Youth Dance Company at the Minoru Place Activity Centre on November 27, 2015, performing works in ballet and contemporary dance, as well as inviting the audience to participate and try some ballet techniques.

### PIANO RECITALS

Filling the Performance Hall in December and June with beautiful music, piano students performed for approximately 230 audience members and participants to celebrate their achievements.

### STUDENT ART SHOWCASE

From June 2–15, work by visual artists filled the upper rotunda as well as the downstairs hallway of the Cultural Centre to much positive feedback from visitors.



## 10 RESIDENT ART GROUPS AT THE RICHMOND ARTS CENTRE

- Richmond Artists' Guild
- Cathay Photographic Society
- Richmond Chinese Calligraphy and Painting Club
- Richmond Gem and Mineral Society
- Richmond Photo Club
- Richmond Potters' Club
- Richmond Reelers Scottish Country Dancing
- Richmond Weavers and Spinners Society
- Riverside Arts Circle
- Textile Arts Guild of Richmond

## Community Outreach

### RESIDENT ART GROUPS

The Richmond Arts Centre is home to some of the city's most established community arts organizations. Throughout the year, these groups provide workshops and demonstrations to their members as well as participate in community events such as Culture Days. Signature group events include the Resident Art Group Showcase, Potters Club Winter and Spring sales as well as the Richmond Gem and Mineral Society art markets.

### ART TRUCK

In 2015, the Art Truck continued to serve the community through a range of programs. These included the after-school Intergenerational Art Program which, in partnership with Minoru Place Activity Centre and City Centre Community Centre, connected 90 students from Samuel Brighthouse, General Currie and William Cook elementary schools to work with 45 creative seniors.

The Summer Art Truck reaches community members with barriers to accessing regular Arts Centre programs. In 2015, the free programs continued through partnerships with the Richmond Centre for Disability, Richmond Public Library and School District #38.

The Art Truck also provided activities at community events such as Ships to Shore, City Centre Movie Night and Pianos on the Street.

### COMMUNITY ART EXHIBITIONS

The Richmond Arts Centre leads the selection of local artist exhibitions at the Richmond Cultural Centre, Gateway Theatre and Thompson Community Centre. In 2015, there were exhibitions by the Riverside Arts Circle, Richmond Photo Club, Cathy Kluthe, Jian Jun An, Jean Garnett, Meredith Aitken, Vanessa Lam, Jeff Wilson and art students from London-Steveston Secondary School.

I DANCED AND LAUGHED WITH  
THE PEOPLE I KNOW. IT MADE ME  
FEEL LIKE PART OF SOMETHING.

—Student, General Currie Outreach program



Children's Arts Festival



Grand Plié



Tibetan Singing Bowls

## Special Events

### CULTURE DAYS

The Arts Centre hosted several free drop-in opportunities over the Culture Days weekend in 2015 including a bee windsock workshop presented in partnership with the Richmond Art Gallery, banner design workshop in conjunction with the City's banner design contest and Resident Art Group showcase with hands-on demos and activities in pottery, weaving, textiles, painting and photography. The Media Lab's Richmond Youth Media Program also hosted a "Be a Bee" open house event. The Cultural Centre also offers space free of charge to community artists and arts groups during Culture Days.

### CHILDREN'S ARTS FESTIVAL

This popular event, presented in partnership with the Library and Minoru Place Activity Centre, was substantially expanded on Minoru Plaza with event tents and roving entertainers. On Family Day, February 9, an estimated 2,950 people visited. Through the following week, 2,554 school children took part in dozens of hands-on workshops led by professional artists. Another 1,000 were served through school outreach programs. Festival highlights included author/artist Barbara Reid and performances by the world renowned Beijing Shadow Play Art Troupe.

### ART ABOUT FINN SLOUGH

From April 9–12, 2015, the 16th annual art exhibition featured work by 58 artists representing photography, painting, and ceramics. The show was viewed by more than 400 visitors including 100 people who attended a talk by Councillor Harold Steves at the opening night celebration.

### GRAND PLIÉ

In celebration of International Dance Day, April 29, 2015, 50 community members of all ages joined a free mini ballet barre class led by senior dance instructor, Miyouki Jego, on Minoru Plaza. The event promoted the many benefits of dance.

### TIBETAN SINGING BOWLS CONCERT

On May 14, 2015, 68 attended an intimate concert at the Performance Hall featuring the ancient sounds of Tibetan Singing Bowls under the direction of Megha Shakya, from Kathmandu, Nepal.

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Support



Art Spaces



Diversity



Public Awareness



Economic Potential

## MULTICULTURAL HERITAGE FESTIVAL

An estimated audience of 2,000 enjoyed two days of performances on June 27 and 28 at the Richmond Cultural Centre. Presented in partnership with Vancouver Cantonese Opera, Minoru Plaza was animated with music and dance from Chinese, English, Scottish, Indian, Italian, Thai, Romani, Russian and Ukrainian cultures.

## Community Partners

**I**n 2015, the Arts Centre partnered with the following community organizations and city departments to increase the community's access to arts program opportunities: City Centre Community Centre, Thompson Community Centre, Gateway Theatre, nine Resident Art Groups of the Richmond Arts Centre, Vancouver Cantonese Opera Society, City of Richmond Parks Department, Richmond Centre for Disability, Richmond Public Library, Richmond Delta Youth Orchestra, Richmond Public Health, School District #38, Byte Camp Education Society, Richmond Art Gallery and Minoru Place Activity Centre









## Richmond Media Lab

**L**ocated in the Richmond Cultural Centre and operated in conjunction with the Richmond Arts Centre, the Media Lab is designed to increase technology literacy, accessibility and creativity in our community, particularly among youth. Media Lab participants are taught skills and techniques for applying media and computer technology towards artistic activities and practical marketable skills.

The Media Lab is also home to partner professional company, Cinevolution Media Arts Society which uses the Lab as a hub for events such as the Your Kontinent festival and Media Café series.

### Programs 🖐️ ↗️

#### MEDIA ARTS EDUCATION COURSES

In 2015, 128 students took classes in a range of topics from Acting on Camera to Build a Website.

This program shows me more information about my interest and future.

Richmond Youth Media Program (RYMP) member

#### RICHMOND YOUTH MEDIA PROGRAM (RYMP)

The Media Lab's signature program continued to flourish with youth members learning marketable skills and receiving mentorship and volunteer opportunities. A total of 79 program members and volunteers spent over 3,000 hours in the Media Lab and at community outreach events in 2015. On May 5, three RYMP members won Outstanding Youth Awards at the U-ROC Awards. Members also worked with Youth Services staff to create an original banner design that was displayed in community centres throughout Richmond.

## YOUTH “TEST DRIVE” PROGRAM

A new weekly drop-in for youth called “Test Drive” launched in the fall. With a strong focus on animation and digital design, this drop-in has been designed to complement animation and game design classes offered in the Media Lab.

## SPECIAL SERIES: MARGARET DRAGU WORKSHOPS

Presented by Cinevolution, professional artist Margaret Dragu hosted a series of intergenerational writing workshops including members of the Richmond Youth Media Program. The focus was on the sharing of wisdom.

## Community Outreach

### THE KNOWLEDGE ZONE (RICHMOND COMMUNITY ACCESS INITIATIVE)

In partnership with Richmond Library and Richmond Drop-in Centre at St. Alban's, the Media Lab offered a workshop series for new computer users designed to increase knowledge and confidence for eight adults.

### RICHMOND RECOVERY DAY PROGRAM

In partnership with Richmond Addiction Services, the Media Lab provided skill development sessions to students participating in the new Richmond Recovery Day Program. This program is designed for youth/students who are entering into recovery or struggling to stay in recovery from substance use/misuse and mental illness. Participants spend one afternoon per week developing media arts skills relevant to their interests, as part of a personalized recovery program that includes counselling, support groups, and recreation.

### HORIZONS BOYS GROUP

In partnership with Richmond School District 38, the Media Lab hosted a series of workshops in January and February 2015 for an after-school program from Horizons. Six youth and one school staff member learned animation skills and produced a short video.

## Services

I voted today thanks to you... You really inspired me to want to care.

—RYMP member to Media Lab staff

### VIDEO CREATION

Media Lab staff produced a number of videos to highlight City programs and activities including pieces for the 2014 Arts Update, Japanese Hospital and Wellness Strategy. In collaboration with Richmond Youth Media Program members, the Media Lab also created a Public Service Announcement for the federal election and a video to encourage people to stand up against bullying in recognition of Pink Shirt Day. RYMP youth also produced, with a professional filmmaker, a live video simulcast of the *Richmond Remembers* Remembrance Day ceremony.

### YOUTH DJ PERFORMERS

In 2015, youth DJ performers from the Media Lab entertained audiences at the Kaleidoscope Skills Program Graduation Gala, City Centre Community Centre Launch, Thin Ice at Minoru Arenas, Youth Week at Watermania, U-Roc Awards and many other local events.

**CNCL - 84**



Support



Art Spaces



Diversity



Public Awareness



Economic Potential



## Partners and Funders ♥ ↗

In 2015, the Media Lab welcomed the support of a new presenting sponsor Viva Pharmaceuticals Ltd. as well as the ongoing support of Vancouver Coastal Health's SMART Fund grant and one-time funding from the TELUS Community Board through the Media Lab's partnership with Richmond Addictions Services Society.

In addition to the programming partnerships listed above, the Richmond Media Lab continues to develop relationships with service agencies across the region. Members of the Richmond

Youth Media Program have been referred to employment, volunteer and workshop opportunities through the Richmond Community Services Advisory Committee, Kaleidoscope Youth Skills Link Program, Richmond Youth Dance Company, BC Poverty Reduction Coalition, Urban Ink Productions, Frames Film Project, Alpha Education, YouthinBC.com, B.L.U.S.H. (Bold Learning for Understanding Sexual Health), and the Richmond Youth Service Agency.









The Wizard of Oz (photo: David Cooper)

## Gateway Theatre

**G**ateway Theatre is Richmond's only live professional theatre. The cornerstone of programming is the Signature Series, a six-play professionally produced theatre series on the MainStage and in Studio B. In 2015, the Gateway Theatre presented the second annual Pacific Festival featuring contemporary theatre in Cantonese and Mandarin. Gateway also houses a play development program and a year-long Academy for the Performing Arts with classes for ages six to 18. The operations support vibrant volunteer, rentals and community outreach programs.

### Professional Theatre Programming ❤️ 🏠 🌱 💬 📈

#### SIGNATURE SERIES

The Gateway Theatre 2015 Signature Series featured comedy, drama, and music and welcomed some of the most talented artists from the Lower Mainland and across Canada.

##### **Valley Song**

MainStage, February 5–21, 2015

Gateway launched the 2015 season with Artistic Director, Jovanni Sy, directing David Adams and Sereana Malani in *Valley Song*. This Athol Fugard play tells the touching tale of a young girl dreaming of becoming a singer in post-Apartheid South Africa.

##### **Miss Caledonia**

Studio B, March 5–14, 2015

Set in rural Ontario in the 1950s, the one-woman show, *Miss Caledonia*, tells the story of Peggy Douglas, a teenager desperately trying to escape her father's farm by winning a series of local beauty pageants. Audiences were delighted by Melody Douglas's performance which included playing dozens of characters and baton twirling.

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Opening Night Reception, *Wizard of Oz* (photo: Grace Chin)(From left) David Adams and Sereana Malani, *Valley Song* (photo: David Cooper)

### ***Rodgers and Hammerstein: Out of a Dream***

MainStage, April 9–25, 2015

Conceived and directed by Peter Jorgensen, *Out of a Dream* was a brand new revue of some of the best-loved (and the lesser known) songs written by the legendary team of Richard Rodgers and Oscar Hammerstein II. The revue incorporated songs from *Oklahoma!*, *Carousel*, *The King and I*, *South Pacific* and *The Sound of Music* among others.

### ***For the Pleasure of Seeing Her Again***

Studio B, October 8–24, 2015

Full Circle: First Nations Performance staged *For the Pleasure of Seeing Her Again* by iconic Quebec playwright, Michel Tremblay. Margo Kane and Kevin Loring starred in this moving and funny autobiographical tribute to the playwright's late mother.

### ***...didn't see that coming***

Studio B, November 12–21, 2015

Beverley Elliott—a talented actress, singer, and one of the stars of ABC Television's *Once Upon a Time*—performed her one-woman show *... didn't see that coming* based on her own life. Studio B was converted into a cabaret space to host this unique evening of music and storytelling.

Absolutely loved this production [of *The Wizard of Oz*]. One of the best musicals I've seen at the Gateway in the last 10+ years...A must see!

—Signature Series Audience Member

### ***The Wizard of Oz***

MainStage, December 10, 2015–January 3, 2016

Gateway's final show of 2015 was the annual holiday musical: a magical version of *The Wizard of Oz*. Helmed by Barbara Tomasic (director of 2014's hit musical *Crazy For You*), the show delighted audiences of all ages. A cast of 25 featured veteran actors, emerging artists and an ensemble of child performers (including many students from the Gateway Academy.)





## PACIFIC FESTIVAL

In September 2015, Gateway proudly presented the 2nd Annual Pacific Festival. This edition featured more outstanding drama performed in Cantonese with English surtitles. Attendance in 2015 surpassed all projections; the final production sold out its entire three-show run.

### ***The Will to Build***

Studio B, September 3-4, 2015

The Festival opened with the return of Theatre du Pif, one of Hong Kong's leading theatre companies performing their verbatim play, *The Will to Build*, which examined the relentless cycle of construction and destruction in Hong Kong real estate.

### ***Nine Doesn't Follow Eight***

Studio B September 11-12, 2015

For the first time in the Festival series, Gateway welcomed a local company to perform: Hong Kong Exile, a Vancouver-based experimental theatre company, which held two open rehearsals of their play-in-progress, *Nine Doesn't Follow Eight*.

### ***Cook Your Life / MeChat***

MainStage, September 17-19, 2015

This double bill of one-person shows provided unique perspectives on modern urban life. In *Cook Your Life*, writer/performer MayMay Chan literally cooked on stage in this play about relationships. In *MeChat*, writer/performer Eric Tang explored the loneliness and alienation of today's digital world.

### ***Tuesdays with Morrie***

MainStage, September 24-26, 2015

This Cantonese translation of the play based on Mitch Albom's novella featured the legendary Hong Kong actor Chung King Fai. Due in part to Dr. Chung's massive popularity, *Tuesdays With Morrie* sold out its run. The production was very well-received; many of the patrons were moved to tears.



Opening Night for *The Pleasure of Seeing Her Again* (photo: Grace Chin)





Gateway Academy Playwriting Camp (photo: Natasha Zacher)



Gateway Academy Musical Theatre (photo: David Cooper)

## Education Programs

Gateway is a community. It's a place where friends are made and kept. It's a place of education and inspiration.

—Academy Student

### GATEWAY ACADEMY FOR THE PERFORMING ARTS

The Academy continued its after school classes and summer camps in musical theatre, acting, speech, singing and playwriting for youth aged 6–18. Annually, the program reaches maximum capacity with over 200 students enrolled in approximately 18 classes and camps.

In the spring and summer of 2015, the Academy presented three productions. In April, *Schoolhouse* by Richmond playwright Leanna Brodie, and *Legally Blonde Jr* by Laurence O'Keefe, Nell Benjamin, and Heather Hach, were performed by the C: Performance level students (ages 13–18) in Studio B. The

Musical Theatre Camp students (ages 8–13) performed *How to Eat like a Child* by Delia Ephron, John Forster and Judith Kahan in July 2015 on the MainStage. These productions were supported by six emerging and/or student artists making up the creative teams for these productions. Playwriting students (ages 10–13) wrote scripts that were performed by professional actors at the Academy's SceneFirst Jr. in April. Four volunteer senior students supported summer camps as well.

The Academy Bursary Program subsidised the tuition of nine students from families experiencing temporary financial hardship. Five students who exemplified Academy core values of Courage, Creativity and Connection in the 2014/15 season, were provided with scholarships.

### RBC OUTREACH PROGRAM

Four times a year, secondary school theatre students are invited for a day to study a play on the MainStage. On the day of technical dress rehearsal, students participate in presentations and discussions with Gateway's creative team – participating in backstage tours with production and stage management teams, watching a portion of the technical dress rehearsal, speaking with administrative staff about their roles and responsibilities – and then return to see the show later in the run. The students report back about their experience.

## Artistic Development

### SCENEFIRST AND PLAY DEVELOPMENT

In March, Gateway hosted three public workshops as part of its SceneFirst reading series. Meghan Gardiner's *Gross Misconduct*, Sherry MacDonald's *The Sleep of Reason*, and Giovanni Sy's *Nine Dragon*. All received public readings and dramaturgical support.

In July, Gateway hosted a unique reading series called *A Yee-kend* at Gateway. On July 18, Toronto playwright, David Yee (the 2015 recipient of the Governor General's Literary Award) read excerpts from his impressive body of work. The next day, actors read New York playwright Lauren Yee's play, *King of the Yees*. Lauren also led playwriting workshops with Asian-Canadian writers.

### PACIFIC FESTIVAL ARTISTS' PROFESSIONAL DEVELOPMENT

As part of the Pacific Festival in September, Gateway hosted a professional development workshop for Mandarin-speaking actors. The week-long workshop culminated in a reading of David Henry Hwang's play *Chinglish* performed in English and Mandarin (with English surtitles.)

### MENTORSHIPS

Gateway's mentorship programs offers emerging artists unique learning opportunities and experiences. In *The Wizard of Oz*, 23 amateur actors were cast in ensemble roles to perform alongside two professional artists and ten professional musicians. These emerging artists were able to hone their skills while performing in a large-scale musical with full production values. The Academy also hires emerging designers to develop their skills on a full production. In 2015, six creative team members joined the program. As well, five senior students volunteered as class assistants, taking on new responsibilities under the guidance of Academy faculty.

ENGLISH IS MY FIRST  
LANGUAGE AND I ENJOYED  
THE PLAY JUST AS MUCH AS  
THE CANTONESE AUDIENCE.

—Pacific Festival Audience Member

## Community Engagement

### VENUE RENTALS

In 2015, 43 different groups used the Gateway for their performances, recitals, fundraisers and film shoots. Many of the community-based organisations relied on Gateway's staff expertise to guide them through the event planning and producing process.

### CULTURE DAYS

During Culture Days, Gateway Theatre opened its doors to an estimated 50 people and offered free behind-the-scenes tours of Richmond's only live professional theatre. They also offered a unique display describing the history of professional theatre in British Columbia.

### VOLUNTEER PROGRAM

In 2015, 120 volunteers of all ages dedicated approximately 10,000 hours of their time to Gateway.

### FREE TICKET PROGRAM

Gateway supports community fundraisers and not-for-profit needs by donating tickets to community organizations.

### INDUSTRY DISCOUNT TICKETING PROGRAM

Performing artists are given a discounted rate to encourage their engagement with Gateway.





# APPENDIX 1

## 2015 Arts and Culture Grant Program

The following organizations received support:

### Operating Assistance

Cinevolution Media Arts Society.....	\$9,530
Community Arts Council of Richmond .....	\$8,475
Richmond Arts Coalition .....	\$3,970
Richmond Community Band Society .....	\$2,860
Richmond Community Orchestra and Chorus Association .....	\$10,000
Richmond Music School Society .....	\$7,945
Richmond Potters' Club .....	\$5,700
Richmond Youth Choral Society .....	\$10,000
Textile Arts Guild of Richmond .....	\$3,710

### Project Assistance

Canadian YC Chinese Orchestra Association: Concert July 2015 .....	\$4,550
Delta Symphony Society: Instrument Petting Zoo .....	\$5,000
Greater Vancouver Historical Performance Soc of BC: Go 4 Baroque .....	\$1,910
Philippine Cultural Arts Society of BC: Recuerdos .....	\$2,970
Richmond Art Gallery Association: Buzzworthy .....	\$5,000
Richmond Singers: The Richmond Singers Ensemble Spring 2015.....	\$4,240
Richmond Weavers' and Spinners' Guild Society:	
Common Threads - Community Engagement Through Spinning .....	\$2,650
Steveston Historical Society: Fisherman's Park Mural.....	\$2,650
Tickle Me Pickle Theatre Sports Improv Society: Improv Season .....	\$5,000
Vancouver Cantonese Opera: Multicultural Heritage Festival .....	\$5,000
Vancouver Tagore Society: West Coast Tagore Festival 2015.....	\$3,920

## APPENDIX 2

### How Art Works

The following five themes comprise the How Art Works campaign:

#### ART'S IMPACT ON STUDENTS

Research has proven that the arts have a tremendous impact on our kids. Children who participate in the arts, particularly music, have been shown to be more likely to stay in school, and get better grades in math and science. They're also far more likely to be elected to student boards and be recognized for academic achievement.

That link between arts and academic achievement continues for life. Top scientists are twice as likely as the general public to have an artistic hobby, and Nobel Prize winners are almost three times as likely to participate in the arts.

You might think practical education is the path to success, but keep in mind that creativity is the number one skill that employers are looking for. The arts help people think creatively and solve problems in unexpected ways.

#### HEALTHY LIVING THROUGH ART

One of the most surprising things about art's impact is how it helps not only our happiness, but also our health. Experiencing art can alleviate stress, reduce the likelihood of depression and even boost your immune system by lowering chemicals that cause inflammation that can trigger diabetes, heart attacks and other illnesses.

The arts also have a powerful therapeutic effect. Music has been widely researched in the field of pain management for cancer patients who have reported additional benefits including an increased sense of control, immunity and relaxation. There is also evidence that use of art and music reduces hospital stays.

Music therapy is even being used to rehabilitate people with serious head injuries as it is proven to help them regain the ability to speak.

#### ART STRENGTHENS COMMUNITIES

When we take in culture – a play, book, concert, etc. – that focuses on a social issue or comes from a perspective that differs from our own, we gain a better understanding of humanity and the groups we live amongst. Art helps to break down boundaries by growing our awareness, tolerance and compassion.

This helps us to be more civic and socially minded. In fact, people who engage in the arts are more likely to volunteer. A recent study of youth found that drama in schools significantly increased students' capacities to communicate, relate to each other and to respect minorities.

Cultural festivals promote celebration and pride as well as awareness of cultural differences. Because dance, music, photography and other visual arts transcend language, they can bridge barriers between cultural, racial and ethnic groups.

Moreover, the arts are one of the primary means of public dialogue. Communities talk about and express difficult issues, emotions and the otherwise inexpressible via the arts.



## A STRONGER ECONOMY THROUGH ART

Arts and culture play an important role in promoting economic goals through local regeneration, developing talent, creating jobs, spurring innovation and attracting tourists.

Statistics Canada estimates that cultural industries (including broadcasting, film and video, interactive media, design, newspapers and crafts) contribute an estimated \$53.2 billion in direct contribution to Canada's GDP and more than 700,000 jobs. That's ten times larger than the estimated economic impact of sports (\$4.5 billion), and well over the impact of utilities (\$35 billion), and the combined impact of agriculture, forestry, fishing and hunting (\$23 billion).

Cultural industries can actually turn ordinary cities into "destination cities" giving them a competitive advantage for cultural tourism. And tourists who come for the arts stay longer and spend more money than the average tourist.

## ART IMPROVES QUALITY OF LIFE

The mental and physiological ways that the arts contribute to positive health and well-being for older adults are only now beginning to be understood. Learning new skills when creating a work of art (be it visual or performing) not only provides a greater sense of confidence and control, it can even help our immune systems fight infections.

Among the elderly, those that take part in creative pursuits are less likely to experience mild cognitive impairment. These activities are thought to maintain neuronal function, stimulate neural growth and recruit neural pathways to maintain cognitive function. This is particularly true of those that actively create works of art.

Music appears to be especially beneficial when complemented with standard therapies in treating everything from depression to cancer to Parkinson's.

Moreover, the arts can provide opportunities to meet others, create together and share experiences, all of which can improve perceived health status, chronic pain and sense of community.

**Further details at [www.howartworks.ca](http://www.howartworks.ca).**



## APPENDIX 3

### 2015 Richmond Public Art commissioned in 2015 scheduled for completion in 2016–2017

#### ***Civic public art projects:***

- *Storeys* by Richard Tetrault. Storeys housing project
- *to be distinct and to hold together* by Daniel Laskarin. Cambie Fire Hall No. 3
- *Untitled* bronze fire fighter by Nathan Scott. Brighthouse Fire Hall No. 1
- *Errant Rain Cloud* by Germaine Koh and Gordon Hicks. Minoru Complex, Aquatics
- *Street as Canvas* by Hapa Collaborative. Along Lansdowne Road from No. 3 Road to the Richmond Olympic Oval waterfront
- *Four Types of Water Revealed* by Germaine Koh. No. 2 Road North Drainage Pump Station

#### ***Private development public art projects:***

- *Sight Unseen* by Mia Weinberg. Capstan Sanitary Pump Station Plaza, Pinnacle International
- *Kawaki* by Glen Andersen. The Pier at London Landing, Oris Development
- *Upriver* by Rebecca Belmore. Riva, Onni Development
- *Closer Than* by Bill Pechet. Mandarin, Fairborne Homes
- *Nest* by Atelier Anon. Jayden Mews, Polygon Homes
- *Signal Noise* by Mark Ashby. Oxford Lanes, Townline
- *Untitled Wall Mural* by Derek Root. Cadence, Cressey Development
- *Layers* by Christian Huizinga. Museo, Am-Pri Alexandra Road Development
- *Spirit of Steveston* by Cheryl Hamilton and Mike Vandermeer. Kingsley Estates, Polygon Homes
- *Gulf & Fraser Fishermen's Credit Union Heritage Panels* by Leonhard Epp. 3471 Chatham Street, Steveston Flats Development.
- *Spinners* by Dan Corson. Avanti, Polygon Homes
- *Snow/Migration* by Mark Ashby. SmartCentres, First Richmond North Shopping Centres Ltd.
- *Layers* by Christian Huizenga, Museo, Am-Pri Alexandra Road Development
- *Artist call in progress for ARTS Units*. Concord Gardens, Concord Pacific Developments.





## City of Richmond

6911 No. 3 Road, Richmond, BC V6Y 2C1  
Telephone: 604-276-4000  
[www.richmond.ca](http://www.richmond.ca)

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<b>To:</b>	General Purposes Committee	<b>Date:</b>	June 6, 2016
<b>From:</b>	Carli Edwards, P.Eng Chief Licence Inspector & Manager, Customer Services and Licencing	<b>File:</b>	12-8275-01/2016-Vol 01
<b>Re:</b>	Happy Tree House BBQ Restaurant Ltd. Unit 105 - 8171 Alexandra Road		

---

**Staff Recommendation**

1. That the application from Happy Tree House BBQ Restaurant Ltd., for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 304859 **from** 9:00 a.m. to midnight Monday to Sunday **to** 9:00 a.m. to 2:00 a.m. Monday to Sunday, be supported and that a letter be sent to the Liquor Control and Licensing Branch advising that:
  - a) Council supports the amendment for an increase in liquor service hours as the increase will not have a significant impact on the community.
  - b) Council's comments on the prescribed criteria (set out in Section 53 of the Liquor Control and Licensing Regulations) are as follows:
    - i) The potential for additional noise and traffic in the area was considered;
    - ii) The impact on the community was assessed through a community consultation process; and
    - iii) Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;
  - c) As the operation of a licenced establishment may affect nearby residents the City gathered the view of the residents as follows:
    - i) Property owners and businesses within a 50 metre radius of the subject property were contacted by letter detailing the application, providing instructions on how community comments or concerns could be submitted; and



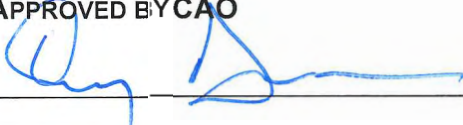


- ii) Signage was posted at the subject property and three public notices were published in a local newspaper. This signage and notice provided information on the application and instructions on how community comments or concerns could be submitted; and
- d) Council's comments and recommendations respecting the view of the residents are as follows:
  - i) That based on the number of letters sent and the lack of response received from all public notifications, Council considers that the amendment is acceptable to the majority of the residents in the area and the community.



Carli Edwards, P.Eng.  
 Chief Licence Inspector & Manager,  
 Customer Services and Licensing  
 (604-276-4136)

Att. 1

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

## Staff Report

### Origin

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

This report deals with an application to the LCLB and the City of Richmond by, Happy Tree House BBQ Restaurant Ltd., doing business as, Happy Tree House BBQ, for the following amendment to its Food Primary Liquor Licence No. 304859,

Change the hours of liquor sales **from** Monday to Sunday 9:00 a.m. to Midnight **to** 9:00 a.m. to 2:00 a.m. Monday to Sunday.

The City of Richmond is given the opportunity to provide comments and recommendations to the LCLB with respect to liquor licence applications and amendments. For an amendment to a Food Primary Licence, the process requires Local Government to provide comments with respect to the following criteria:

- the potential for noise,
- the impact on the community; and
- whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose.

### Analysis

The applicant renovated the premises and commenced operating Happy Tree House BBQ, with an occupant load of 135 patrons in December 2015 serving BBQ cuisine. As a new Food Primary Liquor Licence establishment, LCLB would only issue the liquor licence for service to midnight.

The property is zoned Auto-Oriented Commercial (CA) and the use of a restaurant is consistent with the permitted uses in this zoning district. The applicant's business is located at the North/East corner of Alexandra Road and Hazelbridge Way in a shopping complex which is currently comprised of four businesses.

The applicant indicates that the request for an increase in later liquor service hours is in order to better serve their clients who work late and attend their location after midnight for service.

### Summary of Application and Comments

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

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

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

must proceed in accordance with subsection 1.8.2.

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

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

The required signage was posted on April 28, 2016 and the three advertisements were published in the local newspaper on May 4, May 6 and May 11, 2016.

In addition to the advertised public notice requirements set out in Section 1.8.1, staff sent letters to businesses, residents and property owners within a 50-metre radius of the property.

There are 74 properties identified within the consultation area. On April 29, 2016, letters were sent to 84 businesses, residents and property owners within the 50-metre radius of the property. The letter provided details of the proposed liquor licence application and requests the public to communicate any concerns to the City. The period for comment for all public notifications' ended May 29, 2016.

#### Potential for Noise

Staff believe there would be no noticeable increase in noise if the additional hours of liquor service were supported.

#### Potential for Impact on the Community

Any typical potential impacts associated with extended hours of liquor sales such as drinking and driving, criminal activity and late-night traffic are not expected to be unduly increased with this amendment.

#### Potential to operate contrary to its primary purpose

As there are no noted incidents of non-compliance issues related to the operation of this business, staff believe there would be minimal potential of the business being operated in a manner that would be contrary to its primary purpose as a food establishment.



### Other agency comments

As part of the review process, staff requested comments from other agencies and departments such as Vancouver Coastal Health, Richmond RCMP, Richmond Fire-Rescue, Liquor Control and Licensing Branch, Building Approvals and Business Licence Departments. These agencies and departments generally provide comments on the compliance history of the applicant's operations and premises.

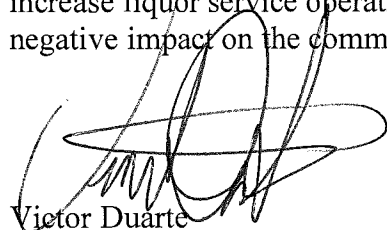
The City relies, in part, on the response from the community to determine any negative impact of the liquor licence application. Having received no responses from businesses, residents or property owners in the surrounding area and none from the city-wide public notifications, staff feel that support of this application is warranted due to the lack of public feedback.

### **Financial Impact**

None

### **Conclusion**

Following the public consultation period, staff reviewed the Food Primary Liquor Licence application against the LCLB review criteria and recommends Council support the application to increase liquor service operating hours to 2:00 a.m. as the business is not expected to have a negative impact on the community.



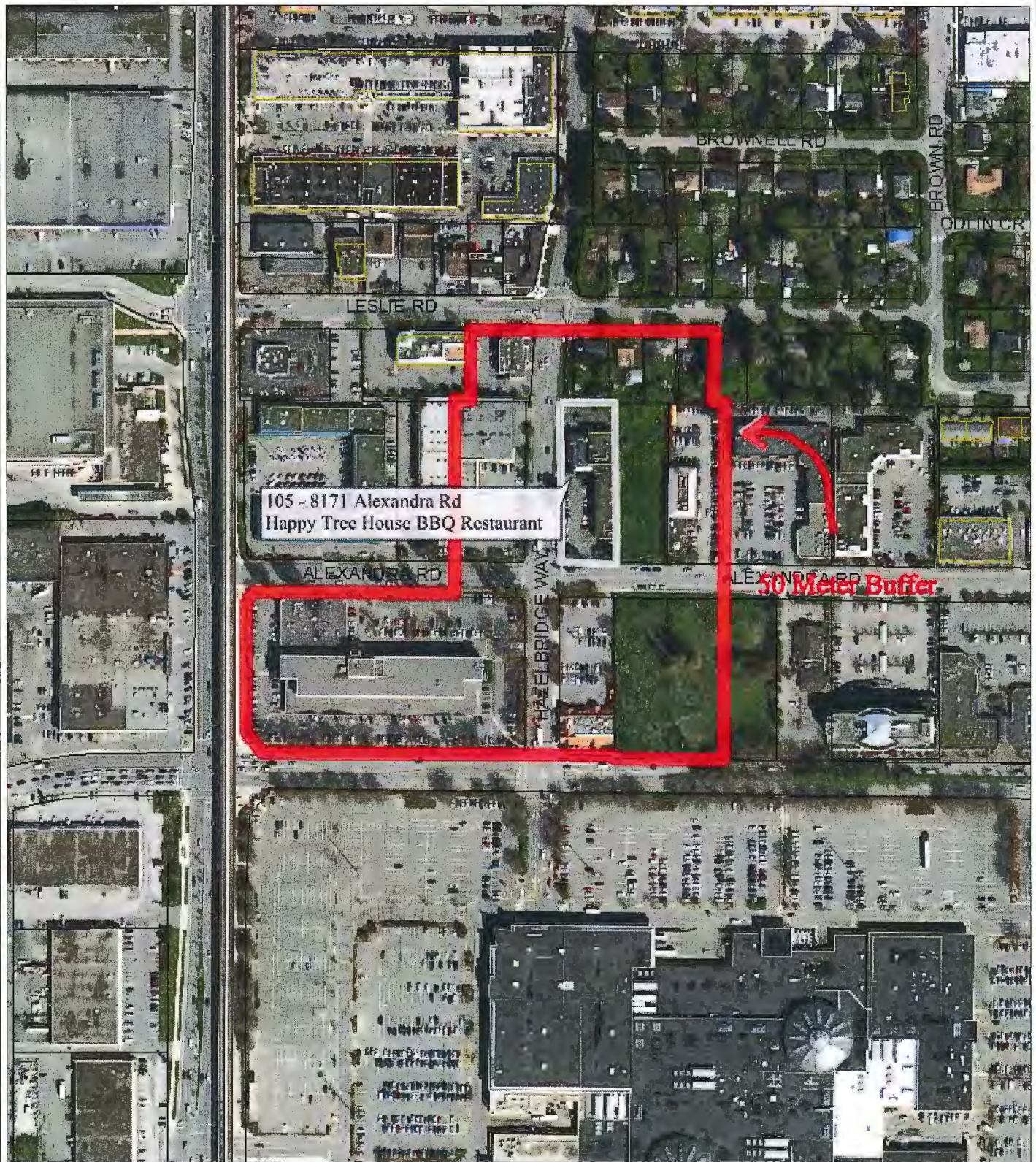
Victor Duarte  
Acting Supervisor, Business Licence  
(604-276-4389)

VMD:vmd

Att. 1: Aerial Map with 50 metre buffer area



## City of Richmond Interactive Map



148.8 0 74.40 148.8Meters

© City of Richmond

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION





# City of Richmond

## Report to Committee

**To:** General Purposes Committee **Date:** June 13, 2016  
**From:** Cecilia Achiam  
Director, Administration and Compliance **File:**  
**Re:** Forthcoming Provincial Consultation on New Models of Transportation,  
Accommodation Services and Other Sharing Economy Applications

### Staff Recommendation

That the comments regarding regulation of new models of transportation, accommodation services and other sharing economy applications identified in the attached staff report, dated June 13, 2016 from the Manager, Economic Development, be endorsed for submission to the B.C. Minister of Community, Sport and Cultural Development.

Cecilia Achiam  
Director, Administration and Compliance  
(604-276-4122)

Att. 1

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Business Licences Community Bylaws Transportation	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 



## Staff Report

### Origin

In April 2016, the City received a letter from the provincial Minister of Community, Sport and Cultural Development (Attachment 1) advising of an upcoming consultation regarding opportunities and challenges related to the new business models of the so-called “sharing economy”. The sharing economy is broadly described as peer-to-peer borrowing or bartering of underutilized assets in exchange for goods, services or money. The parameters of this forthcoming consultation are currently not known except that it will occur over the coming months and will include stakeholders of the sharing economy, including municipalities.

This report provides preliminary information on the regulatory review and consultation process, as well as initial background on the industries currently impacted by these new sharing economy services (i.e., transportation and accommodation).

This report supports Council’s 2014-2018 Term Goal #5 Partnerships and Collaboration:

*Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.*

This report supports Council’s 2014-2018 Term Goal #8 Supportive Economic Development Environment:

*Review, develop and implement plans, policies, programs and practices to increase business and visitor appeal and promote local economic growth and resiliency.*

### Analysis

#### Provincial Consultation on the Sharing Economy

Over the past several years, new forms of transportation and accommodation services (e.g., Uber, Lyft, Airbnb) have gained popularity. These unconventional business models, defined as the sharing economy, are disrupting existing markets and causing governments to rethink regulations. Given the growing public interest in utilizing these services, the Province of B.C. is undertaking consultation with stakeholders, including municipalities, to explore how sharing economies may be integrated and the role of local governments in this process.

The consultation will be led by Minister Fassbender of the B.C. Ministry of Community, Sport and Cultural Development. At this time, prior to any meetings with locally elected officials, the Minister is encouraging any written submissions to be sent to him directly at [CSCD.Minister@gov.bc.ca](mailto:CSCD.Minister@gov.bc.ca) (no deadline for comments was identified).

#### Regulatory Review and Consultation Process

Based on other cities’ experience to date, regulations in place for traditional industries are inadequate to address the ad-hoc nature of sharing economy transactions. Moreover, such

regulations are putting traditional businesses at a disadvantage to their sharing economy competitors. Given the lack of suitable and equitable regulation for either the traditional or the sharing economy businesses, it is imperative that the Provincial regulatory review and consultation process include not only regulators (at all levels of government) but also business stakeholders (both sharing economy and traditional businesses) and end users (the citizens who utilize the services of businesses). A recent regulatory review in Toronto determined that to be effective, regulation for new entrants must also mean relief for existing operators<sup>1</sup>. Best practices also suggest that, to maximize potential benefits to end users (of both traditional and new businesses), new regulations should be regional rather than local.

### Transportation Services Considerations

Despite the presence of multiple shared mobility application, Uber has emerged as the lead challenger of existing regulations due to their disruptive effect on the heavily regulated taxi industry. Services such as Uber are difficult to define due to their unique business model. Often described as ride-sharing by Uber customers, they are also termed by regulators as on-demand for profit car services that connect passengers with private drivers via technology such as a smartphone software application with payment made online, the latter definition delineating Uber from traditional taxi services.

The B.C. Government regulates the commercial passenger transportation industry to ensure passenger safety and protect consumers. Under the current legislation, any vehicle operated by a person who charges or collects compensation for transporting passengers must be licenced under the Provincial *Passenger Transportation Act*. It should be noted that this regulation was developed and last updated prior to Uber's entry into the marketplace and was developed to regulate traditional businesses, such as the taxi industry. Limousine, taxi and other passenger directed services, including those dispatched through an app such as Uber or Lyft, must be approved by the Passenger Transportation Board. The rates charged by taxis, limousines and other small passenger directed vehicles are set or approved by the British Columbia Passenger Transportation Board. In addition, commercial passenger transportation operators must have a National Safety Code certificate and a commercial driver's license, undergo commercial vehicle inspections every six months, and have ICBC vehicle insurance that meets the requirements for commercial vehicles.

Local governments must also approve commercial passenger transportation operators that are to be based within the municipality and may impose additional requirements. The City's *Business Licence Bylaw No. 7360* limits the number of Class A<sup>2</sup> and Class N<sup>3</sup> vehicles licensed by the City to operate as taxicabs. Bylaw No. 7360 also requires that all drivers have a chauffeur's permit issued by Richmond RCMP. *Vehicle for Hire Regulation Bylaw No. 6900* specifies further requirements regarding vehicle identification, taximeter operation and testing, and fares.

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<sup>1</sup> MaRS Solutions Lab, Sharing Economy Public Digest Report (March 2016)

<sup>2</sup> A vehicle having not less than 4 doors and a seating capacity of not less than 4 and not more than 6 passengers.

<sup>3</sup> A taxicab of a type and design which is used primarily for transporting a person with disabilities, and which is equipped with a hydraulic lift or ramp, or other equipment for loading or unloading persons who use wheelchairs for mobility.

The Toronto experience suggests that, from a user perspective, the current legislative environment at both the provincial and local levels is insufficient to address the unique circumstances of Uber drivers and the needs of traditional taxi drivers in the presence of Uber drivers. In both the existing and new models, the majority of risk and opportunity costs reside with the driver, yet the regulatory requirements and conditions for taxi and Uber drivers are very different. Taxi drivers are generally full-time drivers who must invest significant amounts of time and money to meet all regulatory requirements necessary to enter and operate in the marketplace. Uber drivers are generally occasional drivers who face substantially lower barriers to market entry (mostly through requirements imposed by Uber). Due to the ad-hoc, part-time nature of work for Uber drivers, imposing the same regulatory requirements as those on taxi drivers is impractical. Meanwhile, allowing Uber drivers to self-regulate through the Uber corporation does not only disenfranchise taxi drivers but may also expose the public to safety risks.

Vancouver is the largest city in North America without Uber and the company has been actively campaigning to be allowed to legally operate in B.C. Media reports have quoted Minister Fassbender as stating that the goal of his consultation is to establish a “made in B.C. solution” that respects the existing traditional taxi industry, examines the Province’s overall taxi licensing system, and explores the insurance and safety impacts of allowing Uber and other on-demand car services into the economy. A regulatory review of existing provincial and local regulations and the crafting of new regulation, equitable to both existing industry and new entrants, will be necessary to accomplish this goal.

#### Accommodation Services Considerations

Short-term rental facilitators such as Airbnb, VRBO (Vacation Rentals by Owner) and HomeAway are another application of the sharing economy, which is changing the traditional accommodation sector globally. The exponential growth in short-term rentals attests to their popularity both in Metro Vancouver and around the world. In April 2016, there were approximately 400 Airbnb listings in Richmond, with over 2 million Airbnb listings worldwide.

From a regulatory perspective, the presence of short-term rentals is a much more complex matter at the municipal than the provincial level. While both the B.C. Government and local governments regulate the accommodations sector, short-term rentals have additional regulatory implications at the local level that include zoning, housing availability and affordability and citizen acceptance aspects. As such, regulating short-term rentals at the local level would require a much more in-depth and broader regulatory analysis and review. A complicating factor is also the fact that short-term rentals are already operating at the local level and enforcement of existing regulations is largely ineffective.

In Richmond, in accordance with *Zoning Bylaw 8500*, the commercial accommodation of guests (i.e., bed and breakfasts) is permitted for periods of 30 days or less in single detached houses. There are currently 12 licenced Bed and breakfasts (B&Bs) operating in Richmond and four pending applications under review.

Richmond B&B operators must obtain a business licence, must reside in the house and can host a maximum of two guests each in three bedrooms. B&Bs are also subject to *Business Regulation*



*Bylaw No. 7538.* These regulations include that the operator must prepare a fire evacuation plan and permit the City's Licence Inspector to inspect the guest register to determine compliance with the applicable zoning bylaw restrictions on the number of guests permitted.

The majority of Airbnb listings in Richmond are condominiums and many are secondary (investment) suites and not primary residences, in accordance with the bed and breakfast requirements. Community Bylaws received 26 complaints related to suspected Airbnb operations in 2015. In most of these cases, the properties would not fit the criteria for a bed and breakfast and they are required to cease operating. These files are complaint driven and require more evidence than just the listing itself to prove the violation.

Some cities have opted to ban short-term rentals, initially San Francisco and more recently Berlin, while others, such as Edmonton and Amsterdam, have elected to regulate short-term rentals. These cities' experiences suggest that there is no one-size-fits-all solution. Generally, no deregulation of the traditional accommodation sector has accompanied short-term rental regulations. As a result, the hotel sector is beginning to view Airbnb and other short-term rentals facilitators as a competitive threat and, by extension, governments as over-regulating and over-taxing the accommodations sector.

Richmond is a recipient of the Municipal and Regional District Tax (MRDT) – a two per cent tax on the price of hotel rooms in Richmond. The tax is collected by local hotels, remitted to the Province and paid out to the City for local destination development and marketing. Since 2015, short-term rentals management companies (commercial entities with a number of units listed on Airbnb, VRBO and others) began remitting the two per cent MRDT through their Airbnb platform, yet, from a municipal perspective, they are operating in conflict with City bylaws.

### Observations

Sharing economy transactions shift the value of ownership to that of access, where assets of all kinds can be made available on a short-term basis. On one hand, these new business models offer customers greater choice and provide users with means of reducing asset ownership costs and supplementing income. On the other hand, the government's role is to ensure regulations provide a safe and positive consumer experience while maximizing the opportunity for users.

On-demand car services can augment taxi services and support the goals of the Mobility & Access section of the *Official Community Plan* to reduce private vehicle trips. Short-term rentals provide an alternate tourist accommodation experience and may attract a wider range of visitors to a city and allow homeowners to earn income from their assets. A proactive and consultative approach to developing a framework for regulating the sharing economy (while easing requirements for incumbents) can maximize the potential opportunity from these new business models and addresses the City's economic development goals.

The sharing economy is constantly evolving, with new businesses starting up and disrupting existing sectors. Therefore, any regulatory review associated with the sharing economy should establish a multi-jurisdictional framework for assessing opportunities, challenges and associated regulations of both traditional and sharing economy businesses across the economic spectrum.

### Comments

Based on the above observations and a preliminary scan of best practices, it is suggested that the following comments regarding regulation of new models of transportation, accommodation services and other sharing economy applications, be submitted to the B.C. Minister of Community, Sport and Cultural Development:

1. Integrate public safety as top priority
2. Enable greater choices to consumers
3. Incorporate meaningful feedback from the public and relevant stakeholders, including local and regional regulators, sharing economy companies and sharing economy end users
4. Develop fair regulations to encourage healthy competition among existing players and new entrants
5. Ensure no download of responsibilities to local governments through regulatory and enforcement processes

### **Financial Impact**

None.

### **Conclusion**

The Province of B.C. has advised the City that consultation with stakeholders, including municipalities, will be forthcoming to discuss issues, opportunities and challenges related to the new business models of the sharing economy. Staff will provide further updates as information becomes available regarding the forthcoming consultations with local municipalities.



Neonila Lilova  
Manager, Economic Development  
(604-247-4934)

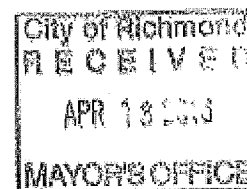
Att. 1: Letter from B.C. Minister of Community, Sport and Cultural Development



April 8, 2016

Ref: 156815

His Worship Mayor Malcolm Brodie  
City of Richmond  
6911 No. 3 Rd  
Richmond, BC V6Y 2C1



Dear Mayor Brodie:

The Province of British Columbia knows that British Columbians have expressed an interest in seeing greater choice, convenience and competition in the availability and provision of transportation and accommodation services. Companies such as Uber, Lyft and Airbnb may present opportunities to meet changing public expectations.

In considering the opportunities that these services may provide, it is important that the Province understands any impacts that could result for consumers, host communities and existing service providers. The many people currently providing passenger and accommodation services in British Columbia have made investments, providing jobs and valuable contributions to the economy. Thought must be given as to how any new services are regulated, recognizing the need to be respectful of existing industry participants while at the same time being fair and equitable to any possible new entrants to these sectors.

To this end, over the coming months, I will be meeting with a wide array of stakeholders to explore issues pertaining to the sharing economy and develop a better understanding of the opportunities and challenges that they provide for citizens and communities.

Locally elected officials from both urban and rural regions will have important perspectives on the issues and opportunities surrounding the sharing economy, and I am eager to draw these out as part of the consultation process. It is my hope that I will be able to engage with as many local governments as possible in person over the coming months. Regardless of whether we are able to undertake this discussion in person, I would also value the opportunity to review your thoughts on this matter via any written submission you may care to provide to me, and I encourage you to consider sending your thoughts to me directly by email at: [CSCD.Minister@gov.bc.ca](mailto:CSCD.Minister@gov.bc.ca).

Your perspectives could include ideas on how sharing and existing service economies could be integrated, on perceived challenges and opportunities, and on provincial and local government roles in regulating and facilitating any changes we might contemplate.

.../2

Ministry of Community,  
Sport and Cultural Development and  
Minister Responsible for TransLink

Office of the Minister

Mailing Address:  
PO Box 5056 Stn Prov Govt  
Victoria BC V8W 9E2  
Phone: 250 387-1283  
Fax: 250 387-4312

Location:  
Room 310  
Parliament Buildings  
Victoria BC

[www.gov.bc.ca/cscd](http://www.gov.bc.ca/cscd)




June 13, 2016

- 8 -

His Worship Mayor Malcolm Brodie  
Page 2

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Fassbender', with a stylized flourish at the end.

Peter Fassbender  
Minister



# City of Richmond

## Report to Committee

**To:** General Purposes Committee

**Date:** June 17, 2016

**From:** John Irving, P.Eng. MPA  
Director, Engineering

**File:** 10-6175-02-01/2016-  
Vol 01

**Re:** **Odour Management from Organic Recycling Facilities Update**

### Staff Recommendation

That a letter be sent to the Metro Vancouver Board of Directors expressing Council's concerns with how long the Harvest Power air quality permit renewal process has taken, and requesting that negotiations for durable solutions for odour management be expedited in order to meet the firm September 30, 2016 permit deadline.

John Irving, P.Eng. MPA  
Director, Engineering  
(604-276-4140)

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

## Staff Report

### Origin

The purpose of this report is to provide updates regarding recent provincial regulatory changes affecting organic waste facilities in British Columbia and the status of Harvest Power's air quality permit application.

This report supports Council's 2014-2018 Term Goal #1 A Safe Community:

*Maintain emphasis on community safety to ensure Richmond continues to be a safe community.*

*1.1. Policy and service models that reflect Richmond-specific needs.*

### Background

At the November 9, 2015 Council meeting, Council received information regarding odour management from organic facilities in and around Richmond. At the meeting, Council resolved to send letters to Metro Vancouver and the Provincial Ministry of Environment asking them to more stringently and comprehensively address odours from facilities managing organic waste. The report noted that Harvest Power was the only such facility operating under an air quality permit. The report also noted that local governments are exempt from air quality permits but operate under Operational Certificates issued by the province. Operational Certificates require odour management plans but not enforceable requirements as is the case for permits. The report stated that these inconsistencies present challenges for how regulators respond to public concerns regarding odours and how operators and regulators implement appropriate corrective measures. Without regulatory requirements and consistency in permitting, there is a disincentive for operators to take proactive measures to address odour issues when they arise.

Specific to the Province, the letter sent to Minister Polak stated that the City of Richmond believes that the region should seek to develop a level playing field for operators and communities as organics recycling becomes a critical aspect of regional waste diversion from landfills. Minister Polak was asked to assist in meeting this goal, by working with waste management facilities regulated by the province to include air quality and odour management measures as part of Operational Certificates.

On December 14, 2015, Council endorsed the staff recommendation to forward comments and concerns to Metro Vancouver as it pertained to Harvest Power's air quality permit renewal. The report identified a number of measures that could reduce odours from their operations, and was subsequently forwarded to Metro Vancouver.

### Analysis

#### Changes to the Organic Matter Recycling Regulation

On June 9, 2016, the Province announced regulatory changes to the Organic Matter Recycling Regulation (OMRR) requiring that discharges to the environment from facilities managing over 5,000 tonnes per year of food waste or biosolids be subject to a permit. The main focus of the new



permit requirements is to regulate air quality (including odours) and leachates. The rationale provided for the amendments related to reducing environmental impacts; addressing and reducing impacts from odour; addressing concerns regarding public notifications; increasing transparency; and allowing decision makers to put conditions in place to better monitor compliance and emphasize site-specific requirements.

Richmond has not been the only community heavily impacted by odours from organics recycling facilities. Residents in Lytton have also been dealing with issues related to odours from an organic waste management facility located in Botanie Valley. The waste managed at this facility originates in Metro Vancouver and Fraser Valley households and businesses. While Harvest Power is already subject to permit requirements, the Botanie Valley facility was not; the OMRR amendment will now require this facility to comply with air quality requirements.

#### Harvest Power Air Quality Permit Update

Harvest Power is currently engaged in a process with Metro Vancouver to renew their air quality permit. As part of this overall process, Metro Vancouver indicated they have received over 200 comments from citizens and stakeholders. Recent activities included an Open House that was held on March 3, 2016; approximately 75 people were in attendance. At the meeting, Harvest Power committed to several immediate first steps to address community concerns such as:

- Hiring an expert team to advise regularly on improved odour management practices and to identify long-term equipment upgrades.
- Revising standard operating procedures.
- Replacing biofilter media and overhauled the air pipe system underlying the piles.
- Discontinuing accepting certain kinds of more odour-causing food waste until a permanent solution has been found.

Harvest Power also recently boosted their community relations capacity by

- Establishing a direct odour complaint hotline to Harvest Power
- Exploring the establishment of a “Citizen Liaison Committee”
- Creating a website at: [www.richmondairpermit.ca](http://www.richmondairpermit.ca)

Metro Vancouver noted they received 123 complaints between January and April and have noted an increase in recent months. City staff have received two complaints in the same period. Metro Vancouver staff also indicated that the severity of the reported odours has also increased.

Metro Vancouver and Harvest Power remain in the permit review and negotiation stages of the air quality permit renewal process. No new or additional odour management requirements have been set at this stage but Metro Vancouver has indicated that they have set clear expectations that they are seeking clarity for how Harvest Power will reduce odours, improve collection and treatment, and improve dispersion of emissions in order to meet current permit requirements.

Harvest Power is currently operating under an Approval, which is similar to a permit but can be in place for a maximum of 15 months total and is approved administratively by Metro Vancouver on 3 or 6 month increments. Harvest Power’s current Approval expires on June 30, 2016 and cannot be extended beyond September 30, 2016 (represents the end of the 15 month

maximum Approval period). Since Harvest Power and Metro Vancouver have not concluded their negotiation for conditions in the renewed air quality permit, an extension to the Approval is required and as such, Harvest Power has applied for an extension to September 30<sup>th</sup>. Given that Metro Vancouver is considering extending Harvest Power's Approval, and that the process does not currently appear to be coming to a conclusion as quickly as the City would like, this is an opportune time to reiterate Council concerns to Metro Vancouver.

A similar facility is currently under construction in Surrey. The commitment made regarding odour management from organics recycling will set a new standard regionally. Many measures not currently in place at Harvest Power includes a fully enclosed facility, a series of scrubbers and bioscrubbers and a 70m stack, potentially filtered, to support optimal natural dispersion.

In this context, staff recommend that a letter be sent to the Metro Vancouver Board of Directors expressing Council's concerns with how long this process has taken, Council's expectation that the permit requirements require durable solutions for odour management such as requiring a filtered stack to disperse air emissions and that operations be covered as much as possible. The letter will request expedited negotiations with Harvest Power given the September 30, 2016 firm Approval deadline.

#### **Financial Impact**

None at this time.

#### **Conclusion**

Recent changes to the Organic Matter Recycling Regulation, as requested by the City, create a level playing field for operators managing over 5,000 tonnes per year of food waste. Locally, Harvest Power is nearing completion of the renewal of their air quality permit. It is recommended to send a letter to Metro Vancouver's Board of Directors communicating the City's concerns and expectations for the new air quality permit.



Peter Russell, MCIP RPP  
Senior Manager, Sustainability and District Energy  
(604-276-4130)



# City of Richmond

## Report to Committee

**To:** Finance Committee  
**From:** Jerry Chong, CPA, CA  
Director, Finance  
**Re:** 2017-2021 Budget Process

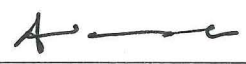


**Date:** June 13, 2016  
**File:** 03-0970-25-2016-  
01/2016-Vol 01

### Staff Recommendation

1. That the staff report titled "2017-2021 Budget Process" dated June 13, 2016 from the Director, Finance be received for information, and
2. That the services as presented in Attachment 2 of the staff report be approved as the base for the 2017 budget.

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

Att. 3

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



## **Staff Report**

### **Origin**

The purpose of this report is to provide Council with the framework that will be utilized for the preparation of the City's 5 Year Financial Plan (2017-2021) (5YFP).

This report also responds to the Council referral from the March 14, 2016 Council meeting:

*That the public consultation process for the 5 Year Financial Plan be referred to staff with the objective of increasing engagement with the public including consideration of town halls as a means of consultation.*

The 2017-2021 budgets will be prepared in accordance with Council's policies and procedures relating to budgets.

### **Council Policies**

Policy 3016 requires that a same service level budget, with only non-discretionary increases that can be clearly identified and supported, be put forward to Council. Non-discretionary costs mainly include incremental increases specified in contracts and salary increases associated with collective agreements. Therefore, the 2016 service levels form the basis of the 2017 base budget. Any enhanced or new levels of service are identified as an additional expenditure request by the respective departments and the operating budget impact (OBI) from capital projects will be separately identified for Council's consideration.

Policy 3707 requires that tax increases will be at or below the estimated Vancouver's Consumer Price Index (CPI) rate (to maintain current programs and maintain existing infrastructure at the same level of service) plus 1.0% towards infrastructure replacement needs.

This report supports Council's 2014-2018 Term Goal #7 Strong Financial Stewardship:

*Maintain the City's strong financial position through effective budget processes, the efficient and effective use of financial resources, and the prudent leveraging of economic and financial opportunities to increase current and long-term financial sustainability.*

- 7.1. Relevant and effective budget processes and policies.*
- 7.2. Well-informed and sustainable financial decision making.*
- 7.3. Transparent financial decisions that are appropriately communicated to the public.*
- 7.4. Strategic financial opportunities are optimized.*

This report supports Council's 2014-2018 Term Goal #9 A Well-Informed Citizenry:

*Continue to develop and provide programs and services that ensure the Richmond community is well-informed and engaged on City business and decision making.*

9.1. *Understandable, timely, easily accessible public communication.*

9.2. *Effective engagement strategies and tools.*

## Analysis

### Budget Cycle Process

The budget cycle is summarized in Attachment 1. Table 1 outlines the process and the key dates for the preparation of the 2017-2021 Financial Plan.

**Table 1 – Five Year Financial Plan (5YFP) Schedule**

	Month	Responsibility	Task
1	June	Staff	Research financial indicators for 2017-2021 budget assumptions
2	June	Council	Establish Service Levels for 2017-2021 Budget Preparation
3	June	Staff	Public Consultation Planning
4	July-August	Staff	Prepare Department's 2017-2021 budget submissions
5	September	Staff	Gather Public Input
6	September	Staff	Review Division's 2017-2021 budget submissions
7	October	SMT/CAO	Review City 2017-2021 budget submissions
8	October-November	Staff	Prepare 2017-2021 budget package for Finance Committee review
9	November	SMT/CAO	Review and finalize all 2017-2021 budget recommendations to Finance Committee
10	November	Council	Review and approve 2017 Utility Budget and Rates
11	December	Council	Review and approve 2017-2021 capital budget submissions with associated Operating Budget Impacts
12	December	Council	Review and approve 2017 same level of service Operating Budgets
13	December	Council	Review and approve 2017 ongoing additional levels of service requests
14	December	Council	Review and approve 2017 one-time expenditure requests
15	December	Council	Review Draft 5YFP (2017-2021)

	Month	Responsibility	Task
16	December-January	Staff	Revise budget and 5YFP (2017-2021) based on Council direction
17	February	Council	Review 5YFP (2017-2021)
18	February-March	Staff	Public Consultation on 5YFP (2017-2021)
19	February-March	Council	Adoption of 5YFP (2017-2021)

This report will further discuss some of the keys steps in this process.

#### Item #1 – Preliminary 2017-2021 Operating Budget Assumptions

Table 2 summarizes the budget assumptions based on current information contained in contracts, agreements and external economic publications.

Financial Planning & Analysis (FP&A) will continue to monitor these financial indicators and will provide updated indicators at the time the budget is presented, if there are significant changes to the forecasts.

**Table 2 - Preliminary 2017-2021 Operating Budget Assumptions**

Key Financial Drivers / Indicators	2017	2018	2019	2020	2021
Vancouver Consumer Price Index (CPI) <sup>1</sup>	2.1%	2.1%	2.5%	2.1%	2.1%
Richmond Municipal Price Index (MPI) <sup>2</sup>	2.7%	2.7%	2.8%	2.6%	2.6%
User Fees	2.1%	2.1%	2.5%	2.1%	2.1%
Salaries <sup>3</sup>	TBD	TBD	TBD	TBD	TBD
Electricity <sup>4</sup>	3.7%	3.2%	3.8%	4.0%	4.0%
Natural Gas <sup>4</sup>	2.6%	1.0%	1.0%	1.0%	1.0%
RCMP Contract Increase <sup>5</sup>	2.9%	3.2%	2.6%	2.5%	2.4%
Growth (Tax Base) <sup>6</sup>	1.8%	1.25%	1.0%	0.8%	0.8%

Sources: <sup>1</sup> The Conference Board of Canada Metropolitan Outlook 1 Spring 2016; 2021 is projected based on 2020 forecasts;

<sup>2</sup> Finance Department, City of Richmond; <sup>3</sup> Salaries are based on collective agreements, which are to be negotiated; <sup>4</sup>Energy Manager, City of Richmond; <sup>5</sup>RCMP E Division; <sup>6</sup>BC Assessment Authority/Revenue Manager, City of Richmond



### *Municipal Price Index (MPI)*

Council policy 3707 requires that tax increases will be at or below the estimated Vancouver's CPI rate (to maintain current programs and maintain existing infrastructure at the same level of service) plus 1.0% towards infrastructure replacement needs.

CPI is a widely accepted measure of consumer goods inflation. Inflation is generally thought of as a rise in the prices of consumer goods and services over a period of time. This is based on an individual consumer basket of goods including food, shelter, transportation, clothing, recreation and household operations.

Municipal governments do not incur the same costs as consumers. Rather, they incur costs such as: salaries and benefits (covered by a collective agreement), policing services, materials and supplies to build and maintain City infrastructure, energy for community centres and recreation facilities and transferring funds to reserves to maintain ageing infrastructure.

Municipal Price Index (MPI) is calculated based on a combination of known contract increases as well as estimates for expected increases, including the settlement of collective agreements. As shown in Table 1 above, MPI is forecasted to be consistently higher than CPI and is presented merely as a benchmark.

The inflation of the above key financial drivers provides an estimate of the amount operating expenses will need to increase in order to maintain the same level of service and efficiencies and reductions will be necessary to ensure Council policy of CPI is adhered to.

### *Collective Agreements*

IAFF 1286 agreement has been ratified with increases of 2.5% each year from 2014-2019. CUPE 394, 718 and 3966 are to be negotiated.

### Item #2 – Establish Service Levels

Policy 3016 requires that a same service level budget be prepared. The types of services delivered by each division have been categorized as Core, Traditional or Discretionary as presented in Attachment 2.

In keeping with the policy, staff recommends that a same level of service budget be prepared for 2017, as the existing levels provide the ability to deliver on Council's Term Goals and are a reasonable basis for preparation of the budget. Consequently, staff is seeking Council's approval to continue providing the 2016 services as presented in Attachment 2 as the base for preparing the 2017-2021 budget.

The service levels for the new City Centre Community Centre entered its first full year of operations in 2016. Council previously approved, with the 2014 Budget, an Operating Budget Impact (OBI) for the City Centre Community Centre as well as expanded operations for the Minoru Complex. This is gradually being phased into the budget with a tax impact of



approximately 0.34% each year until it is completely tax funded in 2020. The City Centre Community Centre OBI will be fully tax funded in the 2017 budget.

The new service levels for the Minoru Complex are being phased in starting with the 2017 budget. This coincides with the expected Fall 2017 occupancy. The remaining funding required for the expanded programming will be phased in over the years 2018, 2019 and 2020. As the new Minoru Complex will enter its first full year of operations in 2018, this means that the funds required for annual operations will be included in the budget for 2018; however the taxes collected in 2018 under the phase-in plan will not fully fund the operations. The difference will be bridged with the use of funding from the rate stabilization account. This tax impact has already been included in the current financial plan, and therefore is incorporated into the projected 2.97% increase for 2017.

### *Environmental Scan*

As service levels are established, it is prudent to review the economic environment and key City statistics (Table 3).

**Table 3 – City of Richmond Statistics**

Description	2012	2013	2014	2015	2016
Population	201,471	205,133	209,338	213,891	218,401
# Residential Dwellings	64,751	65,585	67,186	68,192	69,998
# Businesses	13,336	13,371	13,322	13,118	13,400
# Farm	696	680	679	678	682

Source: BC Stats, Ministry of Labour and Citizens Services, BC Assessment

\* Estimates for population and number of businesses.

The population and demand for services continues to rise in Richmond as indicated in Table 4. The population in Richmond is expected to continue to climb to almost 236,000 in 2020.

**Table 4 – Demand for City of Richmond Services**

Demand for City Services	2012	2013	2014	2015	2016*
Population Growth (per annum)	1.17%	1.82%	2.05%	2.17%	2.11%
Budgeted Capital Construction Costs (\$mil) <sup>1</sup>	80.3	76.7	193.2	159.6	92.4
Registration in Recreation Programs <sup>2</sup>	129,526	129,526	141,175	134,786	135,000
Fire Rescue Responses <sup>3</sup>	9,164	9,710	9,643	10,326	11,152
Public Works Calls for Services <sup>4</sup>	13,800	11,342	12,225	13,501	14,700

Source: 1 Capital model, 2 Registration Summary Report 3 Fire Rescue, 4 Hansen

\* Estimates for population growth, registration, fire rescue responses and public works calls for service.

### Item #3 – Gather Public Input

Staff are looking at options to engage citizens in the budget process, and are working with the Communications department to consider tools and methods to gather input during the planning process such as:

- Utilizing public consultation tools within Let's Talk Richmond
- Townhall meetings to discuss the budget process and gather input on specific budget items, such as where to direct surplus funding (prioritization of one-time expenditure requests) and general capital funding where limited funding requires projects to be prioritized
- Public surveys on specific programs

The preliminary timeline for gathering this public input is expected to be in September 2016.

### Items #4-13 – Budget Preparation

During July and August, staff will be working on preparing budget submissions (capital and additional levels) and reviewing operating budgets to ensure the most efficient allocation of resources. In September, the budget will be revised based on input gathered. Details of the key budget processes are summarized in Attachment 3.

The final proposed budget that has been presented to Finance Committee, typically in the month of December, goes through a rigorous review process by SMT and the CAO to ensure City wide priorities are met and that projects competing for the same funding sources are prioritized with recommendations made accordingly. Important budget recommendations are finalized in the month of November to determine which projects to recommend for funding and what to do with the projects that are not recommended for funding. This is particularly an issue where financial resources are limited, such as projects seeking funding from the Revolving Fund and one-time expenditures funded by Rate Stabilization Account.

Options for projects not recommended for funding include:

- Reducing the scope of the project to an amount that can be funded
- Deferring the submission to a future year
- Pursuing alternate funding sources, such as the Rate Stabilization Account
- Withdrawing the submission
- Confirming the project cannot proceed due to limited funding resources

For the 2017 budget, all budget recommendations will be presented to the Finance Committee by December for approval. This will include a complete draft five-year plan.

### Items #14-15 – Public Consultation and Bylaw Adoption

Once the 2017-2021 5YFP receives preliminary approval from Council, the public consultation process will be initiated as required under the Community Charter, prior to adoption of the financial plan.



Staff are planning ways to further engage the public when the complete financial plan is drafted, which may include:

- A news release
- Newspaper advertisements
- Let's Talk Richmond
- Town hall meetings to present the financial plan
- Improved budget documents
- Longer period for public consultation

### *Tax Rates*

Once the financial plan bylaw is adopted, the tax rates will be set accordingly. In 2015, the average property tax per dwelling in Richmond was \$1,520 which is below the average of \$1,875. 2016 averages for all Cities are not yet available, but will be provided with the 2017 Budget report.

**Figure 5 – 2015 Average Residential Property Tax per Dwelling**





**Financial Impact**

None.

**Conclusion**

The 2017-2021 budget process responds to Council's referral to increase public engagement in the budget process with additional opportunities to provide input into the 5 Year Financial Plan. The service levels from 2016 will establish the base for the 2017-2021 budget.



Melissa Shiau, CPA, CA  
Manager, Financial Planning and Analysis  
(604-276-4231)

MS:ms

- Att. 1: 2017 Budget Cycle  
2: Types of Services  
3: Budget Process Summary

# 2017 Budget Cycle



\* Council involvement

**City of Richmond**  
**Types of Service - Departments/Sections/Work Units by Division**

**Core:** *Services required by legislation from the federal or provincial governments.*

**Traditional:** *Time-honoured services that are commonly considered essential or foundational.*

**Discretionary:** *Services that may have value but if the fiscal situation requires it, these services could be reduced, eliminated, or contracted out.*

Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
CAO's Office (7)	CAO's Office			
	• Corporate Administration	√	√	
	• Administrative Support Services (including the Mayor's Office & Councillors' Office)		√	√
	• Intergovernmental Relations & Protocol Unit			√
	• Corporate Programs Management Group			√
	• Corporate Communications		√	
	• Production Centre			√
	• Corporate Planning		√	
Deputy CAO (4)	Human Resources			
	• Training & Development		√	
	• Employee & Labour Relations	√	√	
	• Compensation, Job Evaluation & Recognition	√	√	
	• Workplace Health, Safety & Wellness	√	√	



Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
Community Services (20)	<b>Parks</b>			
	<ul style="list-style-type: none"> <li>Parks Operations (includes Asset Management, Construction &amp; Maintenance, Turf Management, Horticulture, Urban Forestry)</li> </ul>		✓	✓
	<ul style="list-style-type: none"> <li>Parks Programs (includes Nature Park)</li> </ul>		✓	
	<ul style="list-style-type: none"> <li>Britannia</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Parks Planning &amp; Design</li> </ul>		✓	✓
	<b>Recreation &amp; Sport</b>			
	<ul style="list-style-type: none"> <li>Community Services Admin.</li> </ul>		✓	✓
	<ul style="list-style-type: none"> <li>Community Recreation Services (includes community centres)</li> </ul>		✓	✓
	<ul style="list-style-type: none"> <li>Aquatic, Arena &amp; Fitness Services</li> </ul>		✓	✓
	<ul style="list-style-type: none"> <li>Sport &amp; Event Services (includes volunteer management)</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Planning &amp; Project Services</li> </ul>			✓
	<b>Arts, Culture &amp; Heritage Services</b>			
	<ul style="list-style-type: none"> <li>Arts Services (includes Art Gallery, Art Centre, Cultural Centre)</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Heritage Services</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Richmond Museum</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Gateway Theatre (liaison)</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Richmond Public Library (liaison)</li> </ul>		✓	✓
	<b>Community Social Development</b>			
	<ul style="list-style-type: none"> <li>Social Planning</li> </ul>			✓
	<ul style="list-style-type: none"> <li>Affordable Housing</li> </ul>			✓

Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
	• Diversity & Cultural Service			√
	• Child Care Services			√
	• Youth Services			√
	• Senior Services			√
Engineering & Public Works (10)	<b>Engineering</b>			
	• Engineering – Planning	√	√	
	• Engineering – Design & Construction	√	√	
	• Facility Services		√	
	• Capital Building Project Development			√
	• Sustainability (includes district energy, corporate energy, environmental sustainability)			√
	<b>Public Works</b>			
	• Public Works Administration		√	√
	• Fleet Operations & Environmental Programs		√	√
	• Roads & Construction Services	√	√	
	• Sewerage & Drainage	√	√	
	• Water Services	√	√	

Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
Finance & Corporate Services (26)	<b>Finance</b>			
	• Finance Administration		✓	✓
	• Finance Systems		✓	✓
	• Financial Reporting	✓	✓	✓
	• Financial Planning & Analysis	✓	✓	✓
	• Revenue/Taxation	✓	✓	✓
	• Purchasing and Stores		✓	✓
	• Treasury & Financial Services	✓	✓	✓
	• Payroll		✓	✓
	<b>Information Technology</b>			
	• IT Administration		✓	✓
	• Business & Enterprise Systems		✓	✓
	• Innovation			✓
	• Infrastructure Services		✓	✓
	• GIS & Database Services		✓	✓
	• Customer Service Delivery		✓	✓
	<b>City Clerk's Office</b>			
	• Operations/Legislative Services	✓	✓	
	• Records & Information	✓	✓	
	• Richmond Archives		✓	✓



Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
	<b>Administration &amp; Compliance</b>			
	• Business Advisory Services		√	√
	• Business Licenses		√	√
	• Risk Management			√
	• Economic Development			√
	• Corporate Partnerships			√
	• Customer Service		√	√
	• Corporate Compliance			√
	• Performance			√
	<b>Real Estate Services</b>			√
<b>Law &amp; Community Safety (9)</b>	<b>RCMP</b>			
	• Administration (includes Telecommunications, Records, Crime Prevention, Information Technology, Victim Assistance, Finance, Risk Management, Court Liaison)	√	√	√
	<b>Fire-Rescue</b>			
	• Administration	√	√	√
	• Operations	√	√	√
	• Fire Prevention	√	√	√
	• Training & Education	√	√	√
	<b>Community Bylaws</b>		√	√
	<b>Emergency Programs</b>	√	√	√

Division	Department/Sections/Work Units	Types of Service		
		Core	Traditional	Discretionary
	Legal Services		√	√
	Law & Community Safety Administration		√	√
Planning & Development (10)				
	Planning and Development – Admin	√	√	
	Transportation			
	• Transportation Planning	√	√	
	• Traffic Operations		√	
	• Traffic Signal Systems		√	
	Building Approvals			
	• Plan Review	√	√	
	• Building, Plumbing & Gas Inspections	√	√	
	• Tree Preservation		√	√
	Development Applications			
	• Developments	√	√	√
	• Major Projects			√
	Policy Planning	√	√	
<b>Total = 86</b>		<b>27</b>	<b>60</b>	<b>63</b>

Budget Process Summary:

The key budget processes are summarized below.

i. **Capital Project Ranking and Review**

- Each capital submission includes a business case, unless an exception has been granted. An exception can be granted by Council or the CAO at the Capital Budget submission stage. The provision of a mechanism for an exception is important because the nature of some projects is such that the community benefit far outweighs the business case factors.
- Each submission is first self-ranked using a common ranking criteria across all projects and the final ranking is decided upon by a Review Committee comprised of staff from each respective division to provide an objective review of all capital projects and the associated OBI.
- After the capital projects are reviewed and ranked by the Review Committee, the list of capital projects and OBI will be forwarded to SMT for further review and CAO approval prior to submission of the recommended projects for Council decision.

ii. **Operating Budget Impact (OBI)**

- Capital projects will require a business case, with exceptions; therefore any OBI, operating or utility, should be analyzed and substantiated in the business case.
- OBI can only be included on current capital projects. Any other OBI requests will be included as additional level requests.
- OBI information will be broken down between labour and other expenditures and standard costs will be provided, which includes a 25% estimate for indirect costs.
- FP&A will provide the initial review of the OBI submissions; however, comprehensive review will be conducted by the Review Committee in conjunction with the capital review, with final review by SMT and CAO prior to forwarding recommendations for Council decision.

iii. **Operating Budget Process**

- In order to ensure consistent application of budget assumptions, FP&A will input the budgets into the systems and departments will review and sign-off.
- Departments will highlight any non-discretionary increases and provide supporting documentation to FP&A.
- Salary and fringe benefits will be input by FP&A with instructions from Payroll and Human Resources Department (HR).
- Only non-discretionary increases with sufficient documentation to support the increases will be allowed.
- Each department's budget submission will be compiled and reviewed in conjunction with any Service Level Review Reports produced as a result of operational and service level reviews conducted in that area of the organization.
- Each department's budget is to be signed-off by the respective GM in accordance with Council Policy 3016.

iv. **Capital Budget Submissions and Close-outs**

- The list of outstanding active projects will be reviewed by each GM, and all projects that should be closed are to be identified in a memo. All 2013 and prior projects should be closed by the end of the 2016 year and if required to be kept open, rationale should be provided to the GM, Finance and Corporate Services and copied to FP&A.



- All capital project submissions are required to clearly identify timing of cash flow requirements, in order for the Treasury and Financial Services section to plan investment strategies to maximize the City's portfolio investments, while ensuring cash flow requirements are met.
- Capital submissions, including any associated Operating Budget Impact (OBI), are to be approved by each respective GM prior to submission.

**v. Additional Levels of Service (ALOS) Requests**

- Additional levels of service requests are not to be included in the current year operating budget and the proposed 5YFP, in accordance with Policy 3016, rather they are identified separately.
- There are two types of ALOS: (a) Ongoing, to be included in the tax base and funded by a tax increase and (b) One-time, to be funded by sources other than taxation.
  - a) Ongoing ALOS requests are proposals to add new services, programs, program enhancements, or to increase expenditures as a result of growth. Ongoing ALOS are proposed to recur each year and form the new base level of service. Examples include: increasing maintenance from once to twice per year, increasing hours of operation and additions to the staff complement.
  - b) One-time ALOS expenditure requests apply to the current budget year only and could be funded by the City's rate stabilization account and/or other non-tax sources, subject to Council approval. Examples include: funding for consultants, purchase of minor capital equipment, and one-time services or programs, which may include temporary staff requirements for a specific period of time.
- All ALOS requests are to be signed off by the GM of the respective department, ranked by the Review Committee, reviewed by SMT and approved by the CAO prior to presentation to Committee/Council for a decision.



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** June 13, 2016  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2016-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9544 to Permit the City of Richmond to Secure Affordable Housing Units located at 9251 & 9291 Alexandra Road (Jingon Development Group)**

### Staff Recommendation

That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Development Permit Application DP 12-613923.

Cathryn Volkering Carlile  
General Manager, Community Services  
(604-276-4068)

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> DW	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9544 (Attachment 1) to secure 631.5 m<sup>2</sup> (6797.5 ft<sup>2</sup>) or eight (8) affordable housing units in the proposed development located at 9251 & 9291 Alexandra Road (Attachment 2).

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

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

*Strategic Direction #1: Expand Housing Choices*

This report and bylaw are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of affordable low end market rental units as a key housing priority for the City.

Jingon Development Group has applied to the City of Richmond for permission to develop a four (4) storey building with a small commercial area (185.8m<sup>2</sup> or 2,000ft<sup>2</sup>) on the ground floor fronting onto Alexandra Road, over one level of underground parking at 9251 and 9291 Alexandra Road. The site currently contains a single detached dwelling on 9291 Alexandra Road, while 9251 Alexandra Road is vacant. The site is being rezoned from "Single Detached (RS1F)" to "Residential/Limited Commercial (ZMU20) – Alexandra Neighbourhood (West Cambie)." At its June 20, 2011 Public Hearing, Council gave second and third reading to the rezoning (RZ 10-534751) for the overall development. The proposed development will introduce approximately 132 units of residential apartments, including eight (8) units will be secured as affordable housing units in accordance with the City's Affordable Housing Strategy.

The Development Permit was endorsed by the Development Permit Panel on February 27, 2013; the final endorsement is subject to a Housing Agreement being registered on title to secure eight (8) affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy. The proposed Housing Agreement Bylaw for the subject



development (Bylaw No. 9544) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject development application involves a development consisting of approximately 132 residential units, including eight (8) affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Number of Units	Maximum Monthly Rent	Total Household Annual Income
1 bedroom	1	\$950	\$38,000 or less
2 bedroom	7	\$1,162	\$46,500 or less
	<b>8 units</b>		

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low-end-market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking spaces). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the eight (8) affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9544 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure eight (8) affordable rental units that are proposed in association with Development Permit Application 12-613923.



Joyce Rautenberg  
Affordable Housing Coordinator  
(604-247-4916)

Att. 1: Bylaw No. 9544, Schedule A  
2: Map of Subject Property



City of  
Richmond

**Bylaw 9544**

## Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544

The Council of the City of Richmond enacts as follows:

1. The Mayor and Corporate Officer for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out in Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: NO PID

LOT A SECTION 34 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP59694

2. This Bylaw is cited as "Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

Schedule A to Bylaw No. 9544

To Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544

HOUSING AGREEMENT BETWEEN the City of Richmond and Jington Development Group



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

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**0911243 B.C. LTD.** (Incorporation No. BC0911243),  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 12900 Gilbert Road,  
Richmond, British Columbia, V7E 2H6

(the "Owner" as more fully defined in section 1.1 of this  
Agreement)

**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" as more fully defined in section 1.1 of this Agreement)

**WHEREAS:**

- A. 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;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable 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:

- (a) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"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;
- (e) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (f) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a bachelor unit, \$34,000 or less;
  - (ii) in respect to a one bedroom unit, \$38,000 or less;
  - (iii) in respect to a two bedroom unit, \$46,500 or less; or
  - (iv) in respect to a three or more bedroom unit, \$57,500 or less

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (h) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"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 registered on \_\_\_\_ day of \_\_\_\_\_, 2016, under number \_\_\_\_\_, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:  
  
PID: No PID, Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP59694
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"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;

(p) **“Permitted Rent”** means no greater than:

- (i) \$850.00 a month for a bachelor unit;
- (ii) \$950.00 a month for a one bedroom unit;
- (iii) \$1,162.00 a month for a two bedroom unit; and
- (iv) \$1,437.00 a month for a three (or more) bedroom unit,

provided that, commencing July 1, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. 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;

(q) **“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;

(r) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

(s) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

(t) **“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*;

(u) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

(v) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.



1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (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; 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 AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the

form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

### ARTICLE 3

#### DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units 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 five (5) Affordable Housing Units.
- 3.3 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 not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
  - (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

- (e) 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;
- (f) 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(g) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector 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; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(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;

- (g) 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
- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.4 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.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 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 property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 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 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 any common property, limited common property or other common areas, facilities or amenities of the strata corporation 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 an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 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, 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 Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The

Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

## 7.2 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.

## 7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

## 7.4 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 construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

## 7.5 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; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

#### 7.6 **Survival**

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

#### 7.7 **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.

#### 7.8 **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.

#### 7.9 **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.

**7.10 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.

**7.11 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

And to: City Solicitor  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

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.

**7.12 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.

**7.13 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.

**7.14 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.

#### **7.15 Sole Agreement**

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

#### **7.16 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.

#### **7.17 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.

#### **7.18 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.

#### **7.19 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.

#### **7.20 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.

**7.21 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.

**7.22 Joint and Several**

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

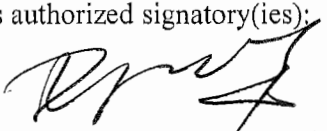
**7.23 Limitation on Owner's Obligations**

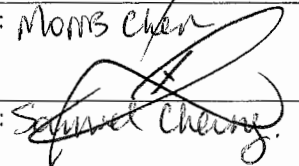
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while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

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

**0911243 B.C. LTD.**

by its authorized signatory(ies):

Per:   
 Name: Morris Chen

Per:   
 Name: Seymour Cherny

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
 Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
 David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept. 
APPROVED for legality by Solicitor 
DATE OF COUNCIL APPROVAL

## Appendix A to Housing Agreement

### STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	THE CITY OF RICHMOND
	)	("Housing Agreement")

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$\_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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

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

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

\_\_\_\_\_  
DECLARANT



## PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and **0911243 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: No PID

Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP59694

(the "Lands")

**First Commercial Bank** (the "Chargeholder") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland LTO under number(s) CA2418217 and CA2418218 (the "Bank Charge(s)").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall 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.

**First Commercial Bank**

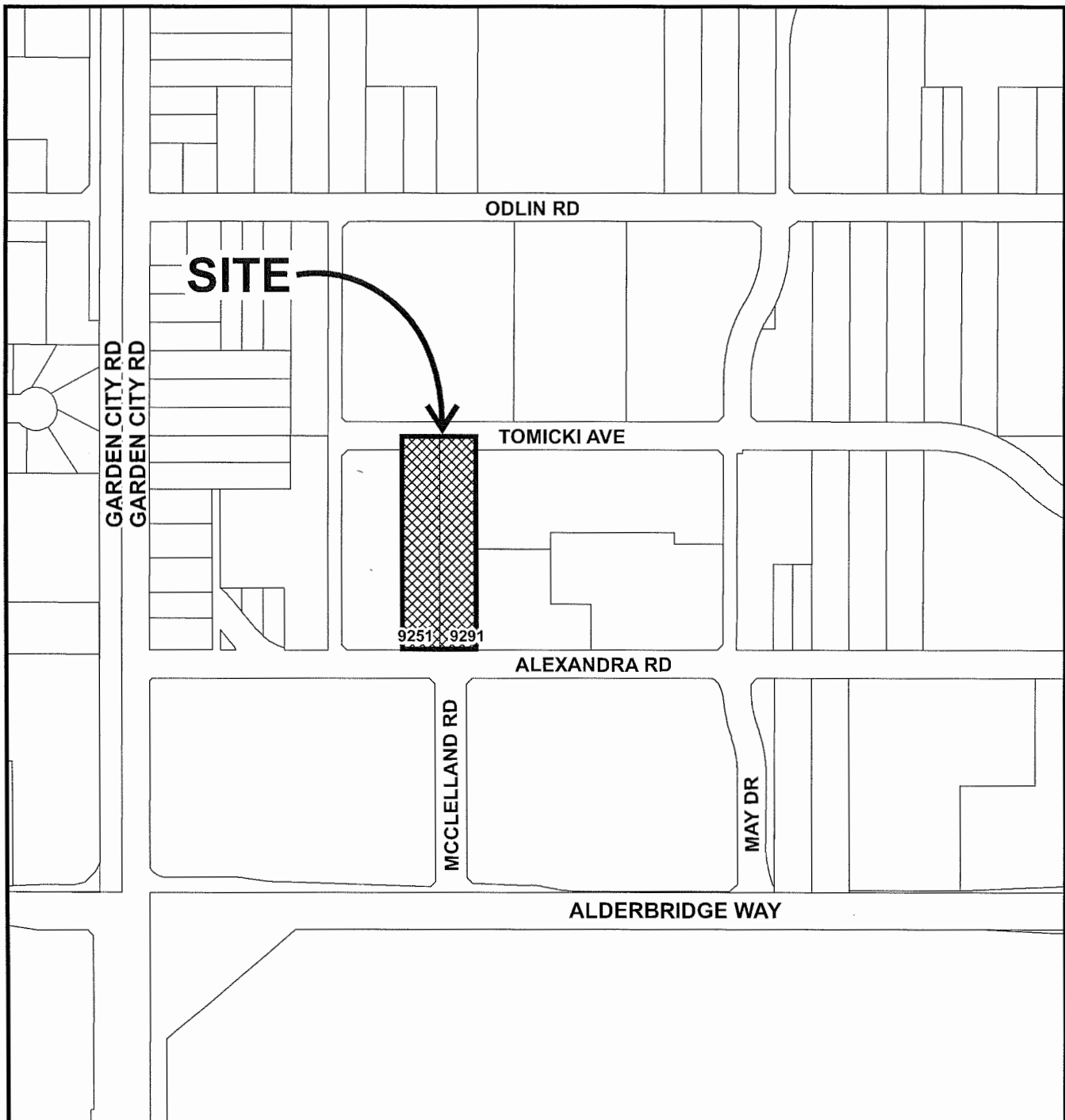
by its authorized signatory(ies):

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

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



City of  
Richmond



9251 & 9291 Alexandra Road

Original Date: 06/14/16

Revision Date:

Note: Dimensions are in METRES




# City of Richmond

## Report to Committee

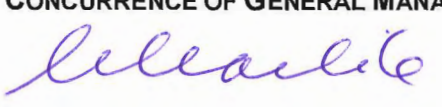
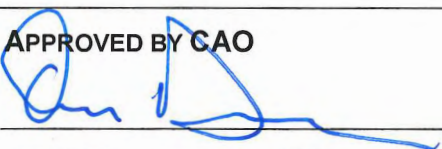
**To:** Planning Committee **Date:** June 14, 2016  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2015-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9552 to Permit the City of Richmond to Secure Affordable Housing Units located at 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway (Oris Developments (Hamilton) Corp.)**

### Staff Recommendation

That Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 14-660663.

  
Cathryn Volkering Carlile  
General Manager, Community Services  
(604-276-4068)

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> DW	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9552 (Attachment 1) to secure 163 m<sup>2</sup> (1,754.5 ft<sup>2</sup>) or three (3) affordable housing units in the proposed development located at 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway.

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw also supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

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

*Strategic Direction #1: Expand Housing Choices*

As well, this report and bylaw are consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of affordable low end market rental units as a key housing priority for the City.

Oris Developments (Hamilton) Corp. has applied to the City of Richmond for rezoning from "Single Detached (RS1/F)" to "Residential/Limited Commercial (ZMU29) – Neighbourhood Village Centre (Hamilton)" to permit the development of a 69-unit market condo, mixed-use building with 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) of ground floor commercial Parcel 2 project (RZ 14-660663).

This application was submitted in conjunction with Oris' Parcel 3 project (RZ 14-660662), where the applicant applied for rezoning from "Single Detached (RS1/F)" to "Low Rise Apartment (ZLR27) – Neighbourhood Village Centre (Hamilton)" to permit the development of a 130-unit building, with 82 seniors congregate housing rental units, a memory ward with 18 rental units to be licensed by Vancouver Coastal Health, and 30 market condos.

An agreement was reached where Oris would register the City's standard Affordable Housing Agreement to secure three (3) units within the mixed-use commercial/residential building on Parcel 2 in lieu of providing affordable housing cash-in-lieu contribution for each rezoning application for Parcels 2 and 3.



At its September 8, 2015 Public Hearing, Council gave second and third readings to the Rezoning Application RZ 14-660663 for the redevelopment of 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures three (3) affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9552) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject development application involves a development consisting of approximately 69 residential units, including three (3) affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Number of Units	Maximum Monthly Rent	Total Household Annual Income
1 bedroom	2	\$950	\$38,000 or less
1 bedroom + den	1	\$950	\$38,000 or less
	<b>3 units</b>		

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the three (3) affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9552 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure three (3) affordable rental units that are proposed in association with Rezoning Application RZ 14-660663.

June 14, 2016

- 4 -

A handwritten signature in black ink, appearing to be 'JR' followed by a long horizontal stroke.

Joyce Rautenberg  
Affordable Housing Coordinator  
(604-247-4916)

Att. 1: Bylaw No. 9552, Schedule A  
Att. 2: Map of Subject Property



City of  
Richmond

## Bylaw 9552

### Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552

The Council of the City of Richmond enacts as follows:

1. The Mayor and Corporate Officer for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out in Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: NO PID      LOT 2 SECTION 36 BLOCK 5 NORTH RANGE 4 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP55255

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**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

Schedule A to Bylaw No. 9552

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 the City of Richmond and Oris Developments  
(Hamilton) Corp.



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

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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**” as more fully defined in section 1.1 of this Agreement)

**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**” as more fully defined in section 1.1 of this Agreement)

**WHEREAS:**

- A. 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;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing 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 Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"Community Charter"** means the *Community Charter*, S.B.C. 2003, Chapter 26, together with all amendments thereto and replacements thereof;
- (e) **"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;
- (f) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (g) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (h) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a one bedroom unit, \$38,000 or less;
  - (ii) in respect to a one bedroom and den unit, \$38,000 or less;
  - (iii) in respect to a two bedroom unit, \$46,500 or less; or

- (iv) in respect of a three or more bedroom unit, \$57,500 or less,

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (i) **"Family"** means:

- (i) a person;
- (ii) two or more persons related by blood, marriage or adoption; or
- (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption

- (j) **"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 registered on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, under number \_\_\_\_\_, as it may be amended or replaced from time to time;

- (k) **"Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as it may be amended or replaced from time to time;

- (l) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (n) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:

No Parcel Identifier

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District  
Plan EPP55255

- (o) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (p) “**LTO**” means the New Westminster Land Title Office or its successor;
- (q) “**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;
- (r) “**Permitted Rent**” means no greater than:
  - (i) \$950.00 a month for a one bedroom unit;
  - (ii) \$950.00 a month for a one bedroom and den unit;
  - (iii) \$1,162.00 a month for a two bedroom unit; and
  - (iv) \$1,437.00 a month for a three or more bedroom unit,

provided that, commencing July 1, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. 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;

- (s) “**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;
- (t) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (u) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (v) “**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*;



- (w) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (x) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (y) “**Zoning Bylaw**” means the City of Richmond Zoning Bylaw No. 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) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (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; 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 AFFORDABLE HOUSING UNITS**

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

**ARTICLE 3  
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than three (3) Affordable Housing Units 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 three (3) Affordable Housing Units.
- 3.3 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 on-site common indoor and outdoor common property, limited common property or other common areas, facilities or amenities, including parking facilities and all common amenities and facilities located on the Lands or any subdivided portion thereof, all in accordance with the Zoning Bylaw, the City's Official Community Plan and the Hamilton Area Plan policy, as may be amended or replaced from time to time, the bylaws and rules and regulations of the applicable strata corporation, provided that such bylaws and rules and regulations of the applicable strata corporation do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax. By way of clarification, parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of Affordable Housing Unit occupants pursuant to the City's Official Community Plan and Zoning Bylaw at no additional charge to the Affordable Housing Unit occupants (i.e. no monthly rents or other fees shall apply for the casual, shared or assigned use of the parking spaces, bike storage, EV charging stations or related facilities by the Affordable Housing Unit occupants); provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (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(h) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector 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; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(h) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(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.

- 3.4 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.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,



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

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

## **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 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 property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 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 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 any common property, limited common property or other common areas, facilities or amenities of the strata corporation 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 an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is

not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

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

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, 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 Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet in perpetuity in addition to against title to those strata lots which are used as Affordable Housing Units.

### **7.2 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.

### 7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

### 7.4 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 construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

### 7.5 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; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

## 7.6 Survival

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

## 7.7 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.

## 7.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and the Owner as if this Agreement had not been executed and delivered by the Owner and the City.

## 7.9 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.

## 7.10 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.

#### **7.11 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

And to: City Solicitor  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

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.

#### **7.12 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.

#### **7.13 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.

#### **7.14 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.

#### **7.15 Sole Agreement**

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

event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

**7.16 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.

**7.17 City Approval and Exercise of Discretion**

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

**7.18 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 any subdivided portion thereof, and 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.

**7.19 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.

**7.20 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.

**7.21 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.

**7.22 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.

**7.23 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.

**7.24 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.

**7.25 Limitation on Owner's Obligations**

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

**7.26 Assignment of Rights**

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

**7.27 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.

**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: \_\_\_\_\_  
David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept. 
APPROVED for legality by Solicitor 
DATE OF COUNCIL APPROVAL



# Appendix A to Housing Agreement

## STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	THE CITY OF RICHMOND
	)	("Housing Agreement")

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$\_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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

DECLARED BEFORE ME at the City of \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

A Commissioner for Taking Affidavits in the  
Province of British Columbia

DECLARANT



# PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

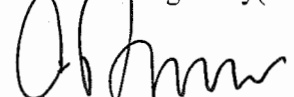
(the "**Lands**")

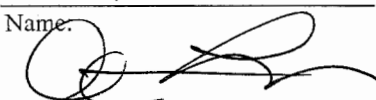
**Coast Capital Savings Credit Union** (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents encumbering, *inter alia*, the Lands which Mortgage and Assignment of Rents were registered in the New Westminster Land Title Office on August 5, 2014 under CA3883386 and CA3883387, respectively, which mortgage was modified by CA4166435, and which mortgage and assignment of rents were extended by an extension of mortgage and an extension of assignment of rents filed under numbers \_\_\_\_\_ and \_\_\_\_\_, respectively (collectively, "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall 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.

## COAST CAPITAL SAVINGS CREDIT UNION,

by its authorized signatory(ies):

Per:  Colin Pope  
Director  
Commercial Real Estate

Per:  Mamie Lowe  
Manager  
Commercial Real Estate Lending



## PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

(the "**Lands**")

**Davinder Singh Mander, Amandeep Kaur Mander, Parminder Kaur Mander, Karanjeet Enjla Shoker and Iqbal Singh Shoker**, each as to an undivided one-fifth interest, (collectively, the "**Chargeholders**") are the holders of a Mortgage encumbering the Lands which Mortgage was registered in the New Westminster Land Title Office on August 7, 2014 under number CA3888514 as modified by CA4156163, CA4476197 and CA4917975, and as extended by an extension of mortgage filed under number [REDACTED] (collectively the "**Mortgage Charge(s)**").

The Chargeholders, being the holders of the Mortgage Charge(s), by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholders) hereby consent to the granting of the covenants in the Housing Agreement and hereby covenants that the Housing Agreement shall bind the Mortgage Charge(s) in the Lands and shall rank in priority upon the Lands over the Mortgage Charge(s) as if the Housing Agreement had been registered prior to the Mortgage Charge(s) and prior to the advance of any monies pursuant to the Mortgage Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

SIGNED AND DELIVERED by Davinder Singh Mander on JUNE 16, 2016 in the presence of:

(Signature)

(Print Name)

**MICHAEL L. LIPTON**

*Barrister & Solicitor*

(Address) **Kahn Zaek Ehrlich Lithwick LLP**

300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

DAVINDER SINGH MANDER

SIGNED AND DELIVERED by Amandeep Kaur Mander on June 16, 2016 in the presence of:

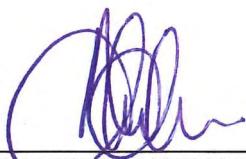
  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
AMANDEEP KAUR MANDER

SIGNED AND DELIVERED by Parminder Kaur Mander on June 17, 2016 in the presence of:

  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
PARMINDER KAUR MANDER

SIGNED AND DELIVERED by Karanjeet Enjla Shoker on June 17, 2016 in the presence of:


  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

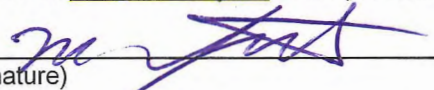
*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
KARINJEET ENJLA SHOKER

SIGNED AND DELIVERED by Iqbal Singh Shoker on June 17, 2016 in the presence of:

  
(Signature)

**MICHAEL L. LIPTON**  
*Barrister & Solicitor*  
(Print Name)

Kahn Zack Ehrlich Lithwick LLP  
300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(Address)

(604) 270-9571

(Occupation)

  
IQBAL SINGH SHOKER

# PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

(the "**Lands**")

**Gulf and Fraser Fishermen's Credit Union** (the "**Chargeholder**") is the holder of a Mortgage and Assignment of rents encumbering the Lands which Mortgage and Assignment of rents were registered in the New Westminster Land Title Office on August 5, 2014 under numbers CA3884474 and CA3884475, respectively as extended by an extension of mortgage and an extension of assignment of rents filed under numbers [REDACTED] and [REDACTED], respectively (collectively, the "**Bank Charge(s)**").

The Chargeholder, being the holder of the Bank Charge(s), by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of the covenants in the Housing Agreement and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Housing Agreement had been registered prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

**GULF AND FRASER FISHERMEN'S CREDIT UNION,**  
by its authorized signatory(ies):

Per: \_\_\_\_\_

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

**JULIANA YUNG**  
EVP, Credit

Per: \_\_\_\_\_

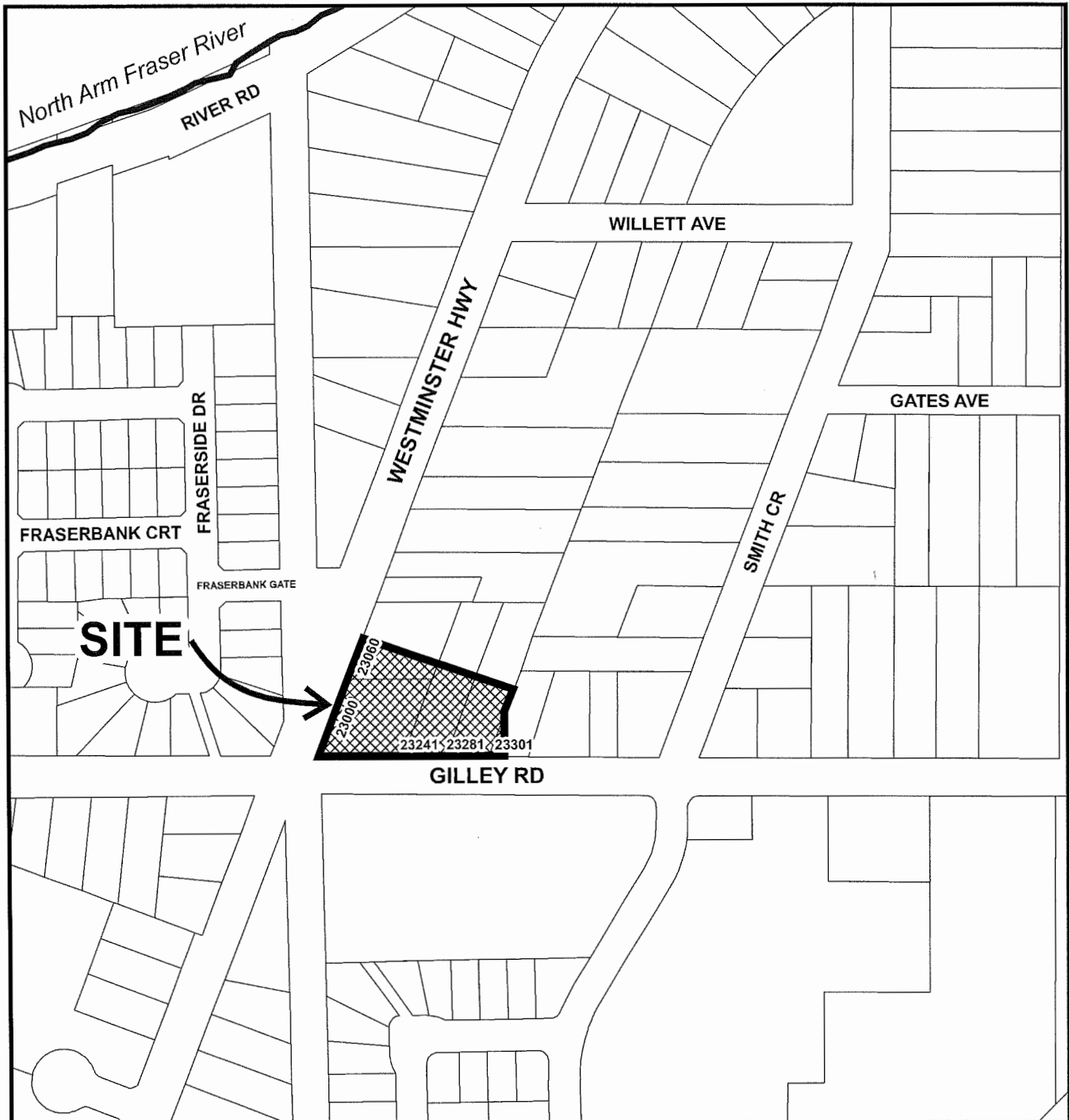
Name: \_\_\_\_\_

**PETER WILSON**  
Commercial Account Manager





# City of Richmond



23000 & 23060 Westminster Hwy  
23241, 23281 & 23301 Gilley Road

Original Date: 06/15/16

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee Planning and Development Division

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

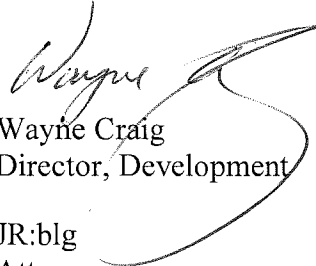
**Date:** June 14, 2016


**File:** RZ 15-710083

**Re:** Application by 0870068 BC Ltd. for Rezoning at 9351 No. 1 Road from Single Detached (RS1/E) to Compact Single Detached (RC2)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, for the rezoning of 9351 No. 1 Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
JR:blg  
Att.

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

## **Staff Report**

### **Origin**

00870068 BC Ltd. has applied to the City of Richmond for permission to rezone 9351 No. 1 Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two (2) lots with vehicle access from the rear lane (Attachment 1). The proposed subdivision plan is shown in Attachment 2. The property currently contains a single-family home, which will be demolished.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 3.

### **Surrounding Development**

Development immediately surrounding the site is as follows:

- To the North: One (1) single-family home on a narrow lot in the “Single Detached (RS1/K)” zone, fronting No. 1 Road and with vehicle access from the rear lane.
- To the South: One (1) single-family home on a lot in the “Single Detached (RS1/E)” zone, fronting No. 1 Road and with vehicle access from the rear lane.
- To the East, across No. 1 Road: The sports fields for Hugh Boyd Secondary School, which are in the “School & Institutional Use (SI)” zone.
- To the West, across the rear lane: One (1) single-family home on a lot in the “Single Detached (RS1/E)” zone, fronting Desmond Road.

### **Related Policies & Studies**

#### **Official Community Plan/Seafair Area Plan**

The subject property is located in the Seafair Neighbourhood Centre of the Seafair planning area (Attachment 4). The Official Community Plan (OCP) land use designation for the subject property is “Neighbourhood Residential.” The area plan for Seafair allows for compact single-family residential lots along No. 1 Road where there is an existing lane. The proposed rezoning is compliant with this designation.

#### **Arterial Road Policy**

The subject property is located on a designated arterial road in the existing Arterial Road Policy contained in the OCP (Attachment 5). The subject property is designated “Arterial Road Compact Lot Coach House.” The proposed rezoning is compliant with this designation.

The Arterial Road Policy requires the applicant to submit a Landscape Plan prepared by a Registered Landscape Architect prior to rezoning approval. The Landscape Plan must comply with the guidelines established in Section 3 of the Official Community Plan (OCP) for compact lots.

### **Floodplain Management Implementation Strategy**

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

### **Public Consultation**

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing; where any area resident or interested party will have an opportunity to comment.

### **Analysis**

#### **Transportation and Site Access**

Vehicle access is proposed to be from the rear lane via separate driveway crossings for each new lot.

#### **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 two (2) bylaw-sized trees on the subject property and one (1) tree on a neighbouring property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and has the following comments:

- Two (2) trees (Tree # 882 and 883) located on the development site are dead and should be removed and replaced.
- One (1) tree (Tree # B) located on a neighbouring property to be retained and protected.



### *Tree Replacement*

The applicant wishes to remove two (2) on-site trees (Trees # 882 and 883). The 2:1 replacement ratio would require a total of four (4) replacement trees. The applicant has agreed to plant two (2) trees on each lot proposed; for a total of four (4) trees. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
2	6 cm	3.5 m
2	11 cm	6 m

### *Tree Protection*

One (1) tree (Tree # B) on a neighbouring property is to be retained and protected. In addition, a hedge on the south property line is to be retained and protected (Hedge A). The applicant has submitted a Tree Retention Plan showing the trees to be protected and the measures taken to protect them during development stage (Attachment 6). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to the final adoption of the rezoning bylaw, the Applicant must submit 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 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, the Applicant must install 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.

### **Affordable Housing Strategy**

As per the City's Affordable Housing Strategy, single-family rezoning applications received prior to September 14, 2015 require a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total buildable area towards the City's Affordable Housing Reserve Fund.

The applicant proposes to provide a secondary suite on one (1) of the two (2) lots proposed at the subject site. To ensure that the secondary suite is built to the satisfaction of the City and in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Registration of this legal agreement is required prior to final adoption of the zoning bylaw. This agreement will be discharged from Title, at the initiation of the applicant, on the lot where the secondary suite is not required by the Affordable Housing Strategy after the requirements are satisfied.

### **Site Servicing and Frontage Improvements**

At a future development stage, the applicant must complete the required servicing works as described in Attachment 7, through either a Servicing Agreement or a City work order.

The applicant is also required to complete the following road improvements:

- On No. 1 Road, installation of a 2.0 m-wide concrete sidewalk at the property line and a minimum 1.5 m-wide grass boulevard.
- Payment to the City of \$16,858.05 to recover lane improvement construction costs associated with work and services that have been constructed and financed by the City.

### **Financial Impact or Economic Impact**

This rezoning application results in an insignificant Operational Budget Impact for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees, and traffic signals).

### **Conclusion**

The purpose of this rezoning application is to rezone 9351 No. 1 Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, to permit the property to be subdivided to create two (2) lots.

This rezoning application complies with the land use designation and applicable policies for the subject site contained within the OCP and the Richmond Zoning Bylaw 8500.

The list of rezoning considerations is included in Attachment 7; which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9577 be introduced and given first reading.



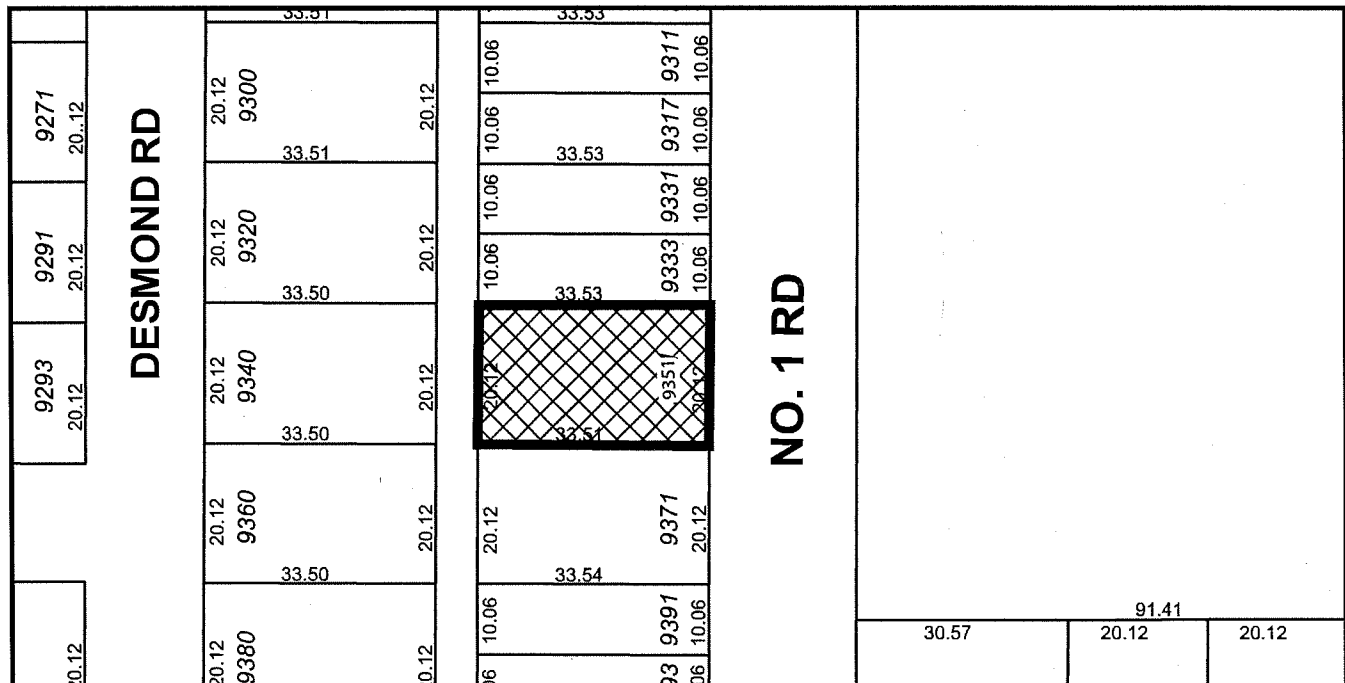
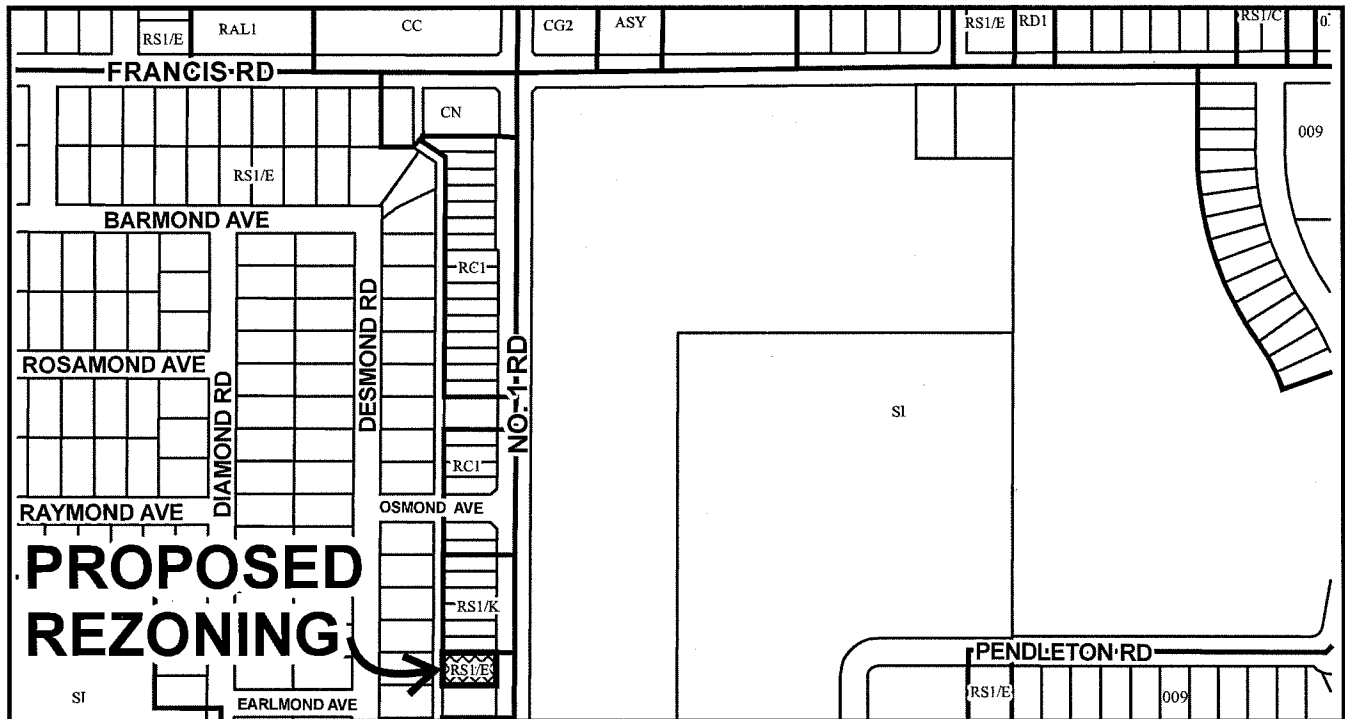
Jordan Rockerbie  
Planning Technician  
(604-276-4092)

JR:blg

Attachment 1: Location Map and Aerial Photo  
Attachment 2: Conceptual Subdivision Plan  
Attachment 3: Development Application Data Sheet  
Attachment 4: Seafair Planning Area Land Use Map  
Attachment 5: Arterial Road Policy Map  
Attachment 6: Tree Retention Plan  
Attachment 7: Rezoning Considerations



# City of Richmond



## RZ 15-710083

Original Date: 10/02/15

Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



RZ 15-710083

Original Date: 10/02/15

Revision Date:

Note: Dimensions are in METRES

TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 12, SECTION 27, BLOCK 4 NORTH  
RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 19282

#9351 NO. 1 ROAD,  
RICHMOND, B.C.  
P.I.D 003-849-015



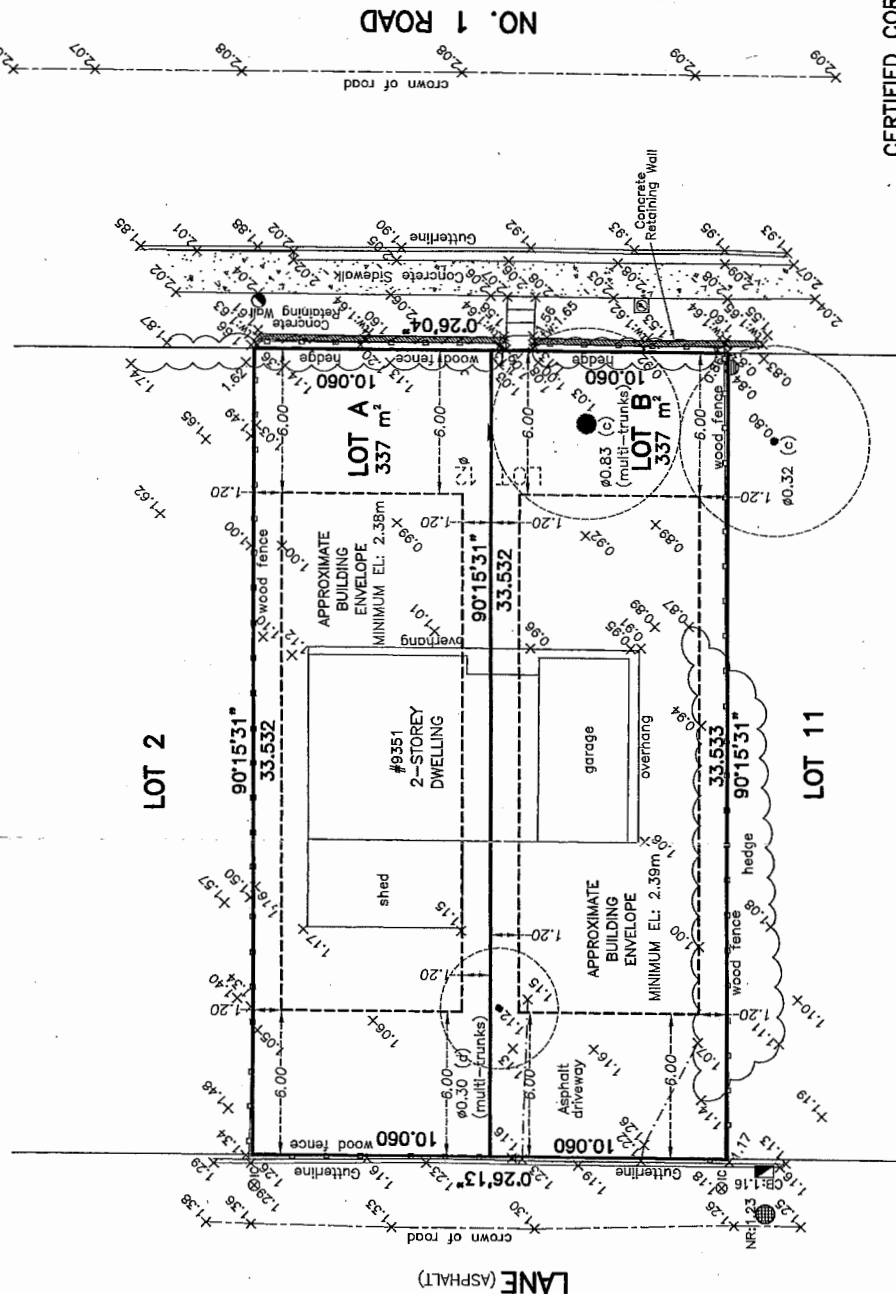
SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

- LEGEND:
- (c) denotes conifer
  - (d) denotes deciduous
  - CB denotes catch basin
  - denotes power pole
  - denotes round catch basin
  - denotes manhole
  - denotes inspection chamber
  - denotes "NO PARKING" sign
  - lw denotes top of wall
  - NR denotes north rim

CNCL - 196



CERTIFIED CORRECT:  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

JOHNSON C. TAM, B.C.L.S.  
OCTOBER 27th, 2011.

NOTE:  
Elevations shown are based on City of Richmond  
HPN Benchmark network.  
Benchmark: HPN #205, Control Monument  
77H4827 Located at CL Railway Ave & Garry St  
Elevation = 1.044 metres

DWG No. 4662-TOPO

ATTACHMENT 2



**RZ 15-710083**

**Attachment 3**

Address: 9351 No. 1 Road

Applicant: 0870068 BC Ltd.

Planning Area(s): Seafair

	Existing	Proposed
<b>Owner:</b>	0870068 BC Ltd.	To be determined
<b>Site Size (m<sup>2</sup>):</b>	674 m <sup>2</sup>	Lot A: 337 m <sup>2</sup> Lot B: 337 m <sup>2</sup>
<b>Land Uses:</b>	One (1) single-family home	Two (2) single-family homes
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Compact Single Detached (RC2)
<b>Arterial Road Policy Designation:</b>	Compact Lot Coach House	No change

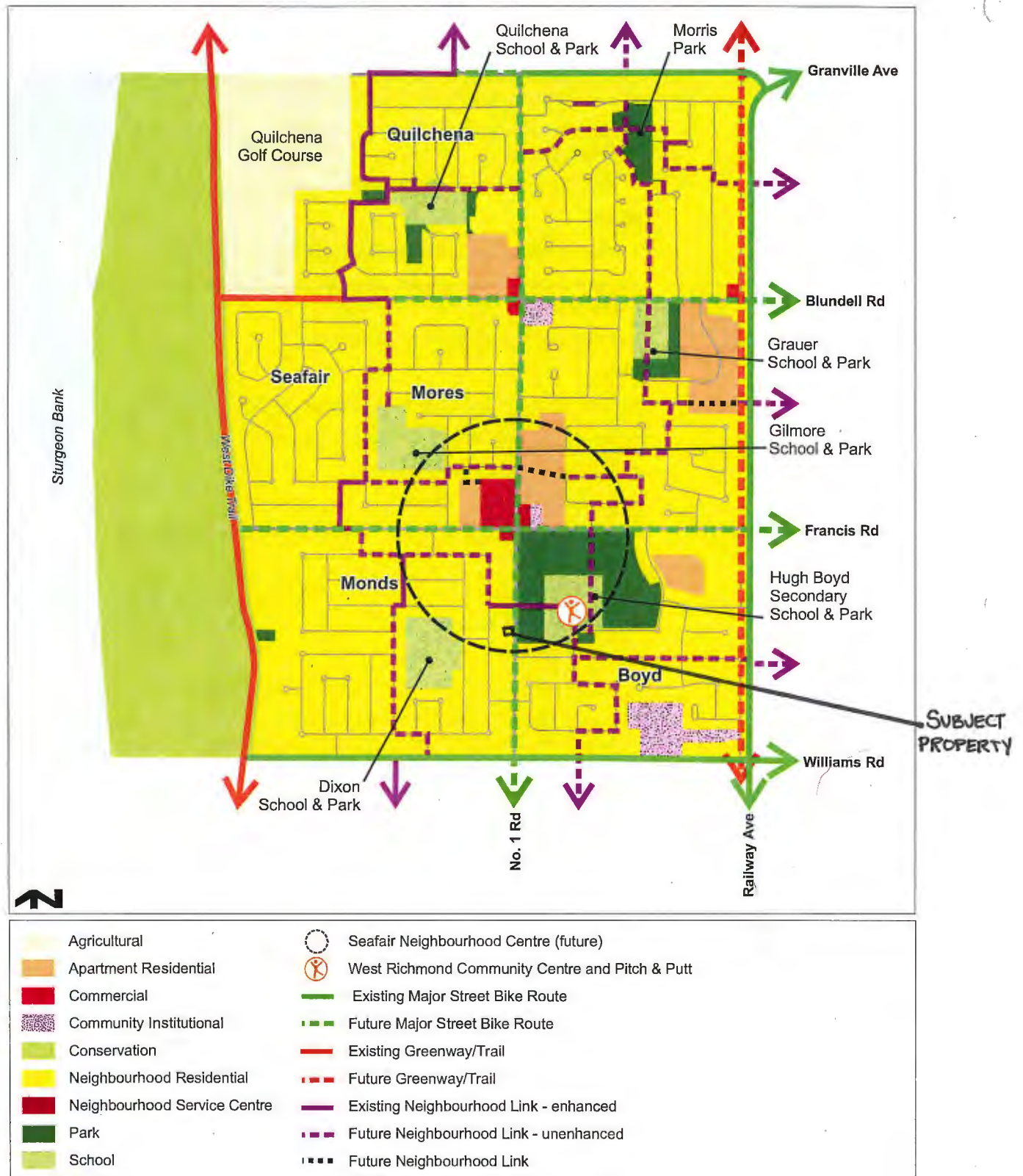
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	Max. 0.60	none permitted
Buildable Floor Area*:	Max. 202.2 m <sup>2</sup> (2,176 ft <sup>2</sup> )	Max. 202.2 m <sup>2</sup> (2,176 ft <sup>2</sup> )	none permitted
Lot Coverage – Building:	Max. 50%	Max. 50%	none
Lot Coverage – Buildings, Structures, and Non-Porous Surfaces:	Max. 70%	Max. 70%	none
Lot Coverage – Live Plant Material:	Min. 20%	Min. 20%	none
Lot Size (min. dimensions):	270.0 m <sup>2</sup>	Lot A: 337.0 m <sup>2</sup> Lot B: 337.0 m <sup>2</sup>	none
Setback – Front & Rear Yard (m):	Min. 6 m	Min. 6 m	none
Setback – Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none
Height:	Max. 2 ½ Storeys	Max. 2 ½ Storeys	none

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

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



### 3. Seafair

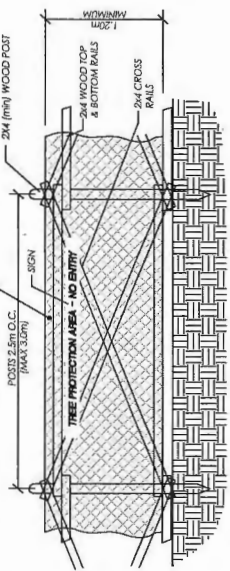




## CNCL - 199



PLASTIC SNOW FENCE FIRMLY AFFIXED TO WOOD FENCE  
FENCES MUST EXCEED MUNICIPAL STANDARDS  
NOT TO SCALE



— denotes SITE or STUDY AREA BOUNDARY.

TREE DATA AND VIABILITY RATINGS (ON-SITE TREES ONLY):

### denotes TAG NUMBER or ID REFERENCE.

 denotes free in **SUITABLE CONDITION** (retainable if design can accommodate it).

 denotes tree in **MARGINAL CONDITION**  
(possible candidate subject to design)

**✗** denotes tree in **UNSUITABLE CONDITION**  
(not viable for retention).

### TREE MANAGEMENT IN PROJECT:

● denotes **RETENTION** tree (protection measures required).

**X** denotes REMOVAL tree (permit may be required).

 denotes HIGH RISK REMOVAL tree (permit may be required).

Ⓢ denotes OFF-SITE tree (see report for treatment).

✦ denotes NON-BYLAW undersize tree (as measured by arborist).

**TREE PROTECTION SPECIFICATIONS:**

\ denotes CROWN PROTECTION ZONE – CPZ [arbitrarily extends]  
 denotes TREE ROOT PROTECTION ZONE 80%

aligns for **BARRIERS**. Street tree protection to 0.6m from curb, 0.3m from sidewalk and to dripline extents.

denotes **WORKING SPACE SETBACK (WSS)** 1.5m offset from RPZ or as specified by project artist for **MANAGED WORK ACTIVITIES** with Project Artist coordination and supervision.

TREE REPLACEMENT:

xx denotes REPLACEMENT TREE proposed (conceptual location - see plant list for details).

**SEE SHEET 2 FOR TREE DETAILS AND DATA**

actgroup.ca

 **ARBORTECH  
CONSULTING**  
ACT GROUP

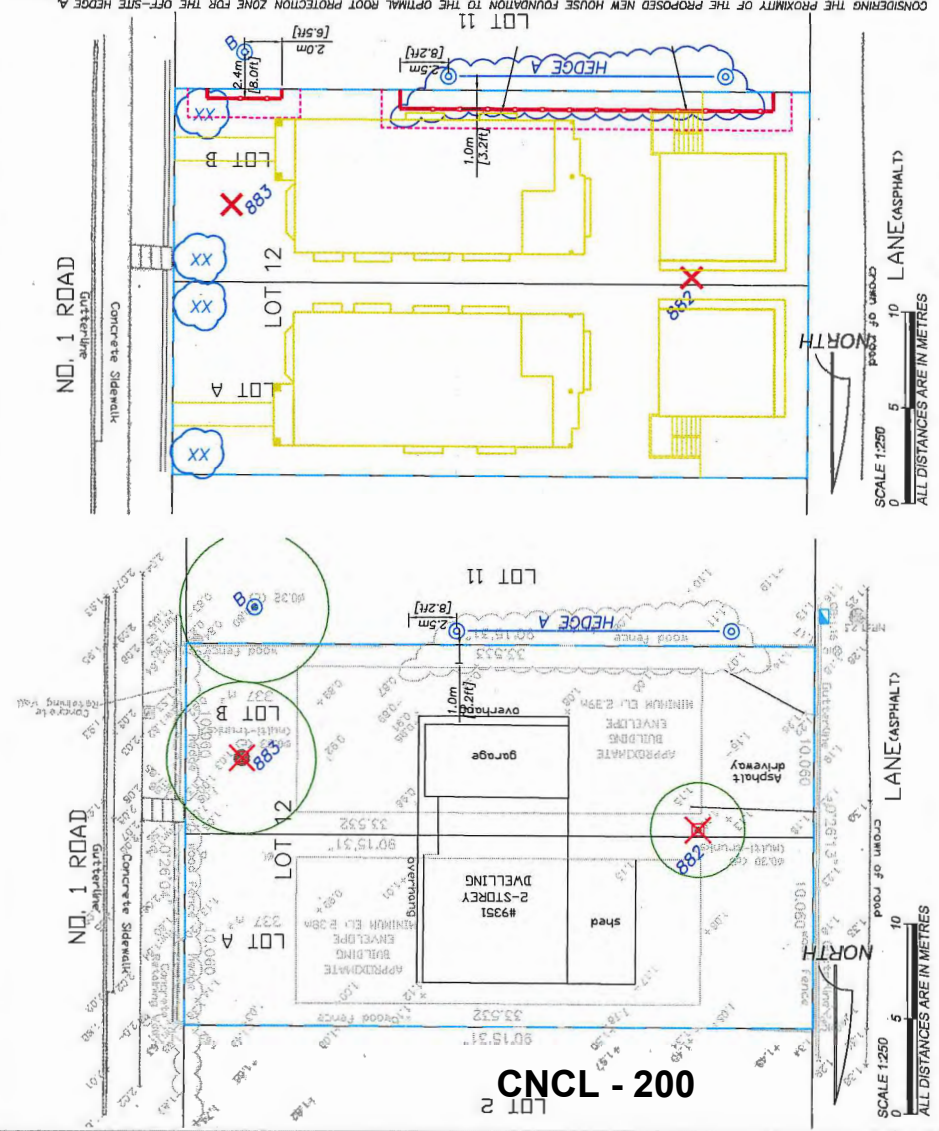
SUITE 145 12051 HORSESHOE WAY, RICHMOND, BC V7A 4V1 p. 604.275.3484

**TREE PROTECTION ZONE RESTRICTIONS:**

**RESTRICTIONS IN TPZ:** See Absear Report for further details. Any construction related work within a CPZ and/or within 1.0m of a TPZ requires advance approval from the project architect, and may require on-site direction or supervision from the project architect. General restrictions in the TPZ are as follows:

- No additional building, extension, alteration or major building

- No storage of soil, gravel, construction materials, waste materials, etc.
- No waste or washing of concrete, stucco, dywall, paint, or other potentially harmful materials.
- No passage or operation of vehicles or equipment.
- No placement of temporary structures or services.
- No arising lights, signs, cables or any other device to retained trees.
- No unauthorized pruning or cutting or retained trees.

[illegible]

**PLAN NOTES:**  
The plan is based on drawings supplied by the Project Surveyor (P.S.). Engineer (P.E.) and/or Design Professional, and is provided for your consideration only. It is not intended to be a part of the contract. The design of the building is the responsibility of the architect. The design of the building is the responsibility of the architect. The design of the building is the responsibility of the architect.



**Address:** 9351 No. 1 Road

**File No.:** RZ 15-710083

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, the applicant is required to complete the following:**

1. Submission of a Landscape Security in the amount of \$2,000.00 (\$500/tree) to ensure that a total of two (2) replacement trees are planted and maintained on each lot proposed, for a total of four (4) trees.
2. 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. The Landscape Plan should:
  - Comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line.
  - Include a mix of coniferous and deciduous trees.
  - Include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report.
  - Include the four (4) required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
2	6 cm	3.5 m
2	11 cm	6 m

3. 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.
4. Registration of a flood indemnity covenant on Title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

**Prior to Demolition\* stage, the applicant must complete the following requirements:**

1. 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.

**At Building Permit\* stage, the applicant must complete the following requirements:**

1. Pay to the City, in keeping with the Cost Recovery Bylaw No. 8752, Schedule 1, a \$16,858.05 fee to recover lane improvement construction costs associated with work and services that have been constructed and financed by the City.
2. Complete the following servicing works and off-site improvements. These may be completed through a Servicing Agreement\* for the design and construction of infrastructure improvements, or a cash contribution (based on the City's cost estimate for the works) for the City to undertake the works, to be determined at a later development stage.

#### *Water Works*

- Using the OCP Model, there is 571 L/s of water available at a 20 psi residual at the No. 1 Road frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- The Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for on-site fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
- At Developers cost, the City is to:
  - Cut and cap the existing water service connections along the No. 1 Road frontage.
  - Install two (2) new water service connections complete with meters and meter boxes along the No. 1 Road frontage.

#### *Storm Sewer Works*

- At Developers cost, the City is to:
  - Cut and cap the existing storm service connection at the southeast corner of the development site.
  - Install one (1) new storm service connection complete with inspection chamber and dual connections located at the adjoining property line of the newly subdivided along the No. 1 Road frontage.

#### *Sanitary Sewer Works*

- The Developer is required to:
  - Retain the existing sanitary service connections located at northwest and southwest corners of the development site.

#### *Frontage Improvements*

- The Developer is required to:
  - Coordinate with BC Hydro, Telus and other private communication service providers:
    - To underground Hydro service lines.
    - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - To determine if above ground structures are required and coordinate their locations on-site (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.).
  - Complete the following frontage improvements on No. 1 Road:
    - Installation of a 2.0 m-wide concrete sidewalk at the property line, and a minimum 1.5 m-wide grass boulevard.

#### *General Items*

- The Developer is required to:
  - 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.

- Submit 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.
- Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner, but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

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Signed

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Date





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9577 (RZ 15-710083)  
9351 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 **"COMPACT SINGLE DETACHED (RC2)"**.

P.I.D. 003-849-015

Lot 12 Section 27 Block 4 North Range 7 West New Westminster District Plan 19282

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9577"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by <i>RK</i>
APPROVED by Director or Solicitor <i>AL</i>

\_\_\_\_\_  
MAYOR

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



# City of Richmond

## Report to Committee Planning and Development Division

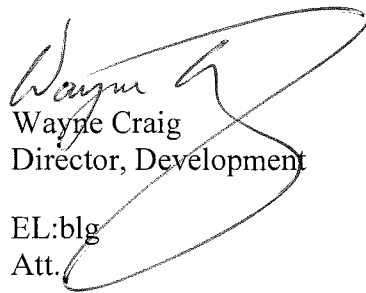
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development


**Date:** June 24, 2016  
**File:** RZ 15-701879

**Re:** Application by Sansaar Investments Ltd. for Rezoning at 9460 Williams Road  
from Single Detached (RS1/E) to Compact Single Detached (RC2)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, for the rezoning of 9460 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
EL:blg  
Att.

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Affordable Housing	<input checked="" type="checkbox"/>	

## **Staff Report**

### **Origin**

Sansaar Investments Ltd. has applied to the City of Richmond to rezone the properties at 9460 Williams Road (Attachment 1) from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)” zone in order to permit the property to be subdivided into two (2) compact single-family lots with vehicle access from a new rear lane from Severn Drive (see Attachment 2). There is currently an existing single family dwelling on the subject site, which will be demolished.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).

### **Surrounding Development**

The subject site is located on the south side of Williams Road in close proximity to the James Whiteside Elementary School and the South Arm Park.

To the North: Across Williams Road, east of Ash Street; a mix of newer and older homes on single-family lots zoned “Single Detached (RS1/E)” with vehicle access from Williams Road and single-family homes on lots zoned “Compact Single Detached (RC1)” with temporary shared vehicle accesses from Williams Road; east of Ash Street, an 8-unit townhouse development proposal at the corner of Ash Street and Williams Road (RZ 15-703334).

To the East: Across Severn Drive, existing single-family dwellings on lots zoned “Single Detached (RS1/E)” along Williams Road.

To the South: Existing single-family dwellings on large lots zoned “Single Detached (RS1/E)” fronting Severn Drive.

To the West: Three (3) existing single-family dwellings on large lots zoned “Single Detached (RS1/E)” on the same block as the subject site and then a road right-of-way to James Whiteside Elementary School.

### **Related Policies & Studies**

#### **Official Community Plan**

The 2041 OCP Land Use Map designation for the subject site is “Neighbourhood Residential”. This redevelopment proposal is consistent with this designation.

### **Arterial Road Policy**

The Arterial Road Policy directs appropriate development to certain areas along arterial roads outside the city centre. The subject site is identified for “Arterial Road Town House Development” on the Arterial Road Development Map included in the Official Community Plan (OCP) Bylaw 9000.

While staff are undertaking an Arterial Road Policy Update, no change in land use designation on the subject site is being proposed. The land use designation on subject property is intended to remain as “Arterial Road Townhouse”. The final recommendations regarding amendments to the Arterial Road Policy will be forwarded to Planning Committee before the end of 2016.

While the proposed development to rezone and subdivide 9460 Williams Road is in contrary to the Arterial Road Policy, staff support this redevelopment proposal based on its own merits:

1. The applicant and their realtor confirmed in writing that they have made attempts to acquire the adjacent property to the west, but the adjacent property owners are not interested in selling their land at this time (Attachment 4);
2. A petition (Attachment 5) with 11 signatures from 10 households in the immediate area opposing townhouse development on the subject site was received; and
3. Compact lot development is a good alternative development option for the subject lot, which would provide two (2) smaller single-family homes, each with a secondary suite.

Based on the applicant’s advice that they are unable to acquire the adjacent property, there are three (3) potential options for the subject site:

1. Build a Large Single Family House Under the Existing (RS1/E) Zone:
  - This option would likely complicate the City’s long term objectives for townhouse development in this area. The new single-family home would be approximately 3,800 ft<sup>2</sup> plus garage; with access from Severn Drive. Any future townhouse development for the remainder of this block of Williams Road would result in the subject property becoming an orphan site.
2. Townhouse Application on Single Lot:
  - Based on staff experience, single lot townhouse development on a relatively small lot with multiple road frontages tends to yield compromised built form. Small development sites usually lack the flexibility to accommodate functional outdoor amenity and adequate truck maneuvering space on-site, as well as to achieve high quality architectural and landscaping design. The minimum assembly requirement under the Townhouse Development Requirements in the Arterial Road Policy is intended to avoid this situation by specifying a minimum assembly site width.



### 3. Compact Lot Subdivision With Lane Access:

- This option allows for compact lot single-family development with lane access for the subject site, and the remainder of the block to the west would address the City's objective of limiting access to arterial roads (Attachment 6). The average size of the new homes on the compact lots would be approximately 2,200 ft<sup>2</sup> plus garage.

The applicant has applied for this 3<sup>rd</sup> option.

### **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 received a petition with 11 signatures from 10 households in the immediate area in support to the 2-lot subdivision proposal (Attachment 5).

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw 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.

### **Analysis**

#### **Built Form and Architectural Character**

The proposal includes two (2) compact single-family dwellings; each with a secondary suite. To illustrate how the future corner lot interfaces will be treated, the applicant has submitted proposed building elevations (Attachment 7) for the corner lot (Site B). Prior to final adoption of the rezoning bylaw, the applicant is required to register a legal agreement on Title to ensure that the building design is generally consistent with the attached building design. Future Building Permit plans must comply with all City regulations and staff will ensure that Building Permit plans are generally consistent with the registered legal agreement for building design.

The applicant has also submitted a preliminary landscape plan for future lots (Attachment 8). In order to ensure that this landscaping work is undertaken, the applicant has agreed to provide a landscape security in the amount of \$19,249.56; based on 100% of the cost estimates, including installation cost, provided by the Landscape Architect, prior to final adoption of the rezoning bylaw.

### Existing Legal Encumbrances

There is an existing 3 m statutory right-of-way registered on Title of the subject property within the rear yard of the site; which is located within the proposed lane dedication area, and will not be impacted by the proposed rezoning and subdivision.

### Tree Retention and Replacement

A Tree Survey and a Certified Arborist's Report were submitted in support of the application. The City's Tree Preservation Coordinator has reviewed the Arborist Report and has provided the following comments:

- Five (5) trees (tag# 4128, 4129, 4130, 4131 and 4133) located on the development site all exhibit poor form from historically topping and as a result, these trees are not good candidates for retention. Remove and replace.
- One (1) tree (tag# 4132) is in fair condition, but is located within the proposed rear lane right-of-way and needs to be removed. To compensate for the loss, the applicant is proposing to plant two (2) replacement trees (Maple tree and Beech tree; each at 10 cm calliper) on site.

### Tree Replacement

A Tree Management Plan can be found in Attachment 9. A total of six (6) trees are proposed to be removed. Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 12 replacement trees are required. Based on the size requirements for replacement tree in the Tree Protection Bylaw No. 8057, replacement trees with the following minimum calliper sizes are required:

# Trees to be removed	dbh	# trees of replacement tree required	Min. calliper of deciduous tree	or	Min. height of coniferous tree
3	20-30 cm	6	6 cm		3.5 m
2	31-40 cm	4	8 cm		4.0 m
1	41-50 cm	2	9 cm		5.0 m

The developer is proposing to plant 10 new replacement trees on-site; in a mix of deciduous and coniferous trees, ranging in size from 6 cm calliper/3.5 m tall to 10 cm calliper/5.5 m tall (see preliminary landscape plan in Attachment 8), and provide a voluntary contribution of \$1,000 to the City's Tree Compensation Fund in-lieu of planting the remaining two (2) replacement trees.

Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw, the applicant will be required to obtain a Tree Permit, install tree protection around trees to be retained, and submit a landscape security in the amount of \$6,000 to ensure the replacement planting will be provided.

### **Affordable Housing Strategy**

The Affordable Housing Strategy for single-family rezoning applications received prior to September 14, 2015, requires a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total buildable area towards the City's Affordable Housing Reserve Fund.

Although the application was received prior to September 14, 2015, the applicant proposes to provide a legal secondary suite on both lots proposed at the subject site. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to a legal agreement registered on Title; stating that no final Building Permit inspection will be granted until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

### **Transportation and Site Access**

No direct vehicle access is permitted to Williams Road as per the compact lot development requirements under the Arterial Road Policy and the Residential Lot (Vehicular) Access Regulation Bylaw 7222; access is to be from the new rear lane only. Prior to final adoption, the developer is required to dedicate a 6 m wide public lane along the entire south property line. A restrictive covenant is also required to ensure that vehicular access to the future corner lot will be from the proposed lane only; with no direct vehicle access will be permitted to Severn Drive.

### **Site Servicing and Frontage Improvements**

Prior to final adoption, the developer is required to provide a 4 m x 4 m corner cut at the southwest corner of Williams Road and Severn Drive. The developer is also required to enter into a City's standard Servicing Agreement to design and construct the required site servicing and frontage improvements (see Attachment 10). Works include but are not limited to, construction of a new 1.5 m concrete sidewalk at the property line and a minimum 1.5 m grass and treed boulevard between the existing curb and the new sidewalk along Williams Road, widening the pavement on Severn Drive to 5.6 m from the centre lone of the existing road, and installing a new curb and gutter, a minimum 1.5 m landscaped boulevard and 1.5 m new concrete sidewalk at property line, and construction of the new rear lane. All works are at the developer's sole cost.

The developer is also required to pay Development Cost Charges (City & GVS & DD), School Site Acquisition Charge, and Address Assignment Fee.

### **Financial Impact or Economic Impact**

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

**Conclusion**

This rezoning application to permit the subdivision of the subject site into two (2) lots zoned "Compact Single Detached (RC2)" is consistent with the Official Community Plan (OCP)'s "Neighbourhood Residential" land use designation. While the proposal is in contrary to the Arterial Road Policy under the OCP, the proposal is the best option for a single lot development at this location.

The applicant has agreed to the list of rezoning considerations (signed concurrence on file) outlined in Attachment 10.

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9582 be introduced and given first reading.



Edwin Lee  
Planner 1  
(604-276-4121)

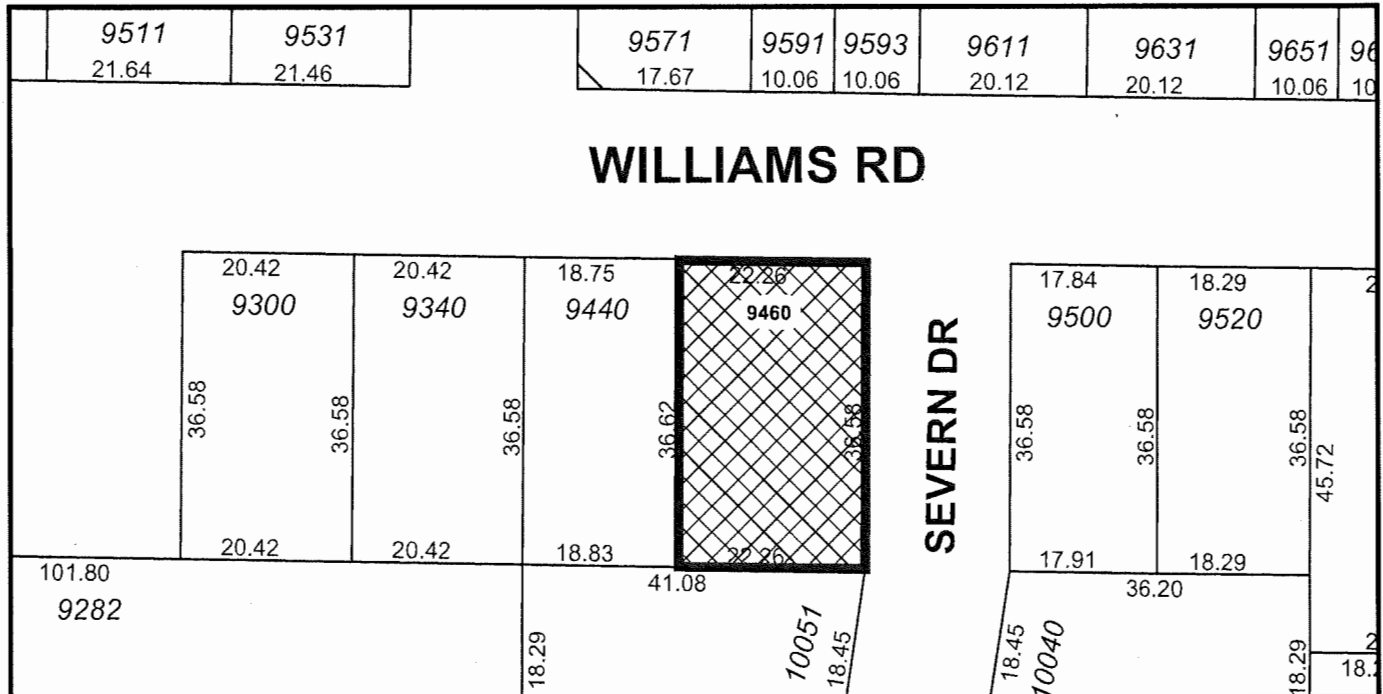
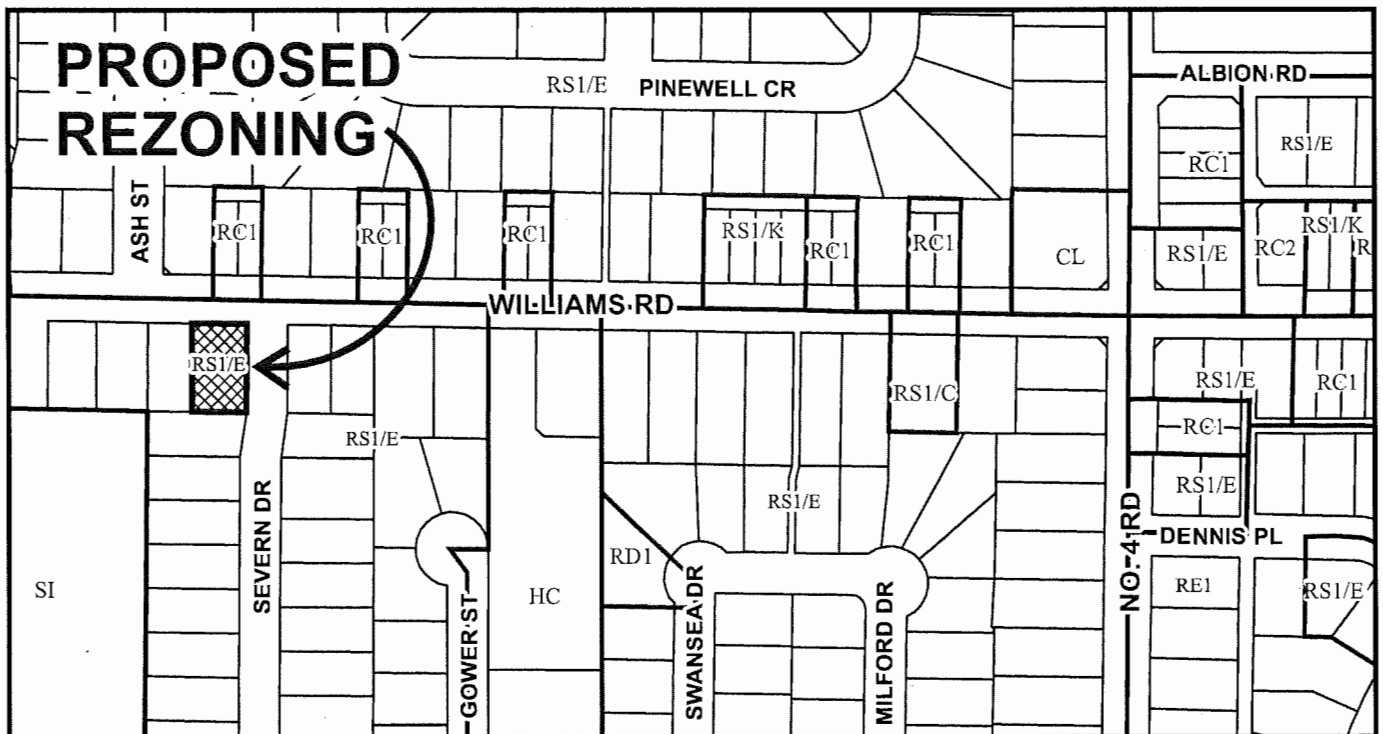
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- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Letters Regarding Land Acquisition
- Attachment 5: Petition in Support of the Proposal
- Attachment 6: Conceptual Subdivision Plan for the Block
- Attachment 7: Building Elevations
- Attachment 8: Landscape Plan
- Attachment 9: Tree Management Plan
- Attachment 10: Rezoning Considerations





City of  
Richmond



RZ 15-701879

Original Date: 07/15/15

Revision Date:

Note: Dimensions are in METRES



City of  
Richmond



RZ 15-701879

Original Date: 07/15/15

Revision Date:

Note: Dimensions are in METRES





## CONTEXT PLAN



SCALE: N.T.S.

## STATISTICS - SITE A:

CIVIC ADDRESS: 8485 WILLIAMS ROAD  
LEGAL DESCRIPTION: 188 SEC 34 BLK 4288W PL 41287  
PROPOSED ZONING: R22  
LOT DIMENSIONS: 10.23M x 32.58M  
FLOOR AREA: 2,035 SQ.FT. (80.9%)  
ALLOWED: 2,035 SQ.FT. (80.9%)  
PROPOSED: 2,035 SQ.FT. (80.9%)  
PRINCIPAL: 1,725 SQ.FT. (67.6%)  
SECONDARY: 290 SQ.FT. (11.3%)  
ACCESSORY: 10 SQ.FT. (0.4%)  
TOTAL: 2,035 SQ.FT. (80.9%)

## LOT COVERAGE:

ALLOWED: 1,987 SQ.FT. (78.0%)  
PROPOSED: 1,987 SQ.FT. (78.0%)  
PRINCIPAL: 1,725 SQ.FT. (67.6%)  
SECONDARY: 290 SQ.FT. (11.3%)  
ACCESSORY: 10 SQ.FT. (0.4%)  
TOTAL: 1,987 SQ.FT. (78.0%)

## PERMANENCY CALC:

NON-POROUS: 118 SQ.FT. (4.6%)  
LINE DRAIN: 1,254 SQ.FT. (49.3%)  
TOTAL: 1,372 SQ.FT. (53.9%)  
TOTAL BUILDING & NON-POROUS: 2,035 SQ.FT. (80.9%)

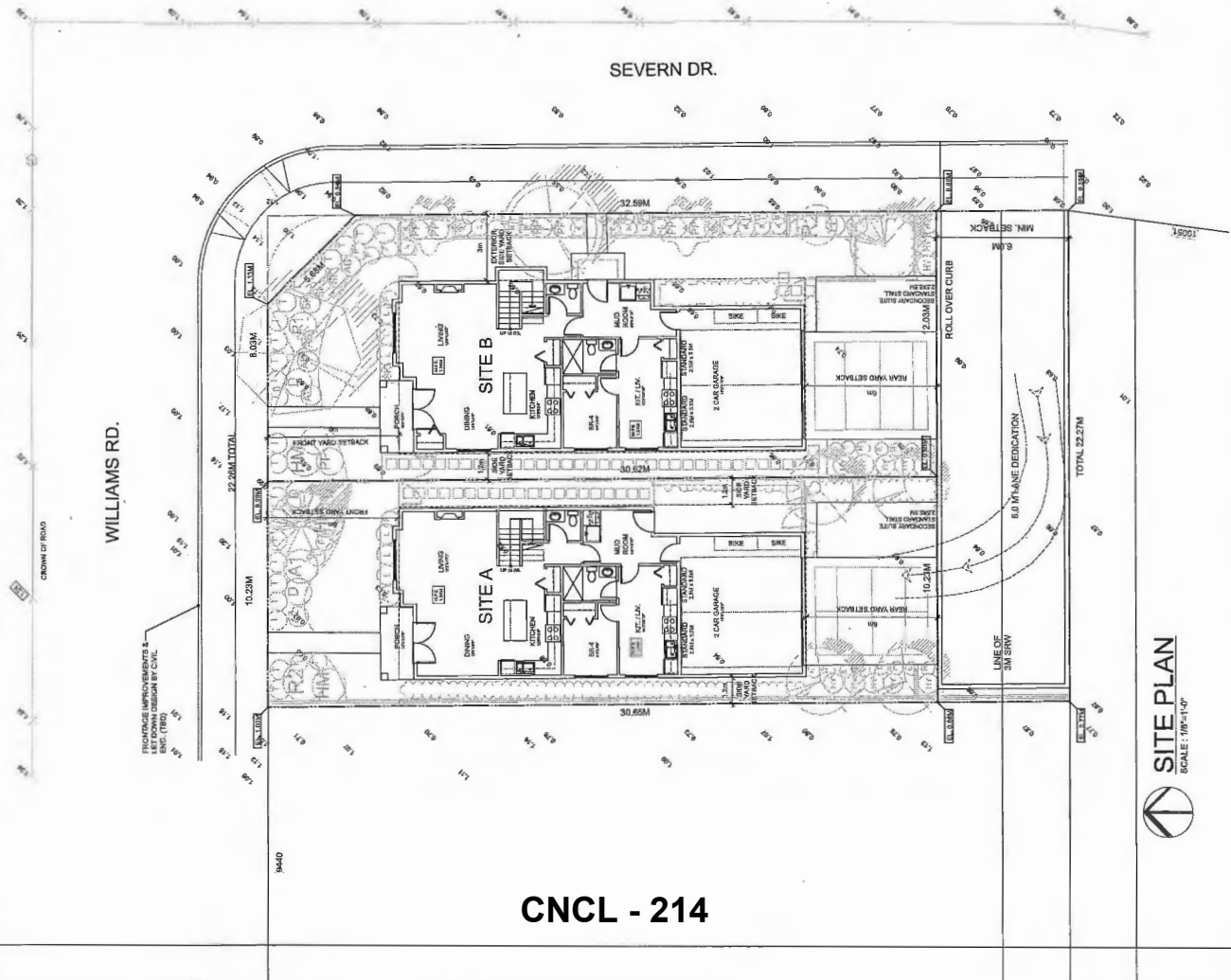
## STATISTICS - SITE B:

CIVIC ADDRESS: 8485 WILLIAMS ROAD  
LEGAL DESCRIPTION: 188 SEC 34 BLK 4288W PL 41287  
PROPOSED ZONING: R22  
LOT DIMENSIONS: 10.23M x 32.58M  
FLOOR AREA: 2,035 SQ.FT. (80.9%)  
ALLOWED: 2,035 SQ.FT. (80.9%)  
PROPOSED: 2,035 SQ.FT. (80.9%)  
PRINCIPAL: 1,725 SQ.FT. (67.6%)  
SECONDARY: 290 SQ.FT. (11.3%)  
ACCESSORY: 10 SQ.FT. (0.4%)  
TOTAL: 2,035 SQ.FT. (80.9%)

## LOT COVERAGE:

ALLOWED: 1,987 SQ.FT. (78.0%)  
PROPOSED: 1,987 SQ.FT. (78.0%)  
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SECONDARY: 290 SQ.FT. (11.3%)  
ACCESSORY: 10 SQ.FT. (0.4%)  
TOTAL: 1,987 SQ.FT. (78.0%)  
TOTAL BUILDING & NON-POROUS: 2,035 SQ.FT. (80.9%)

CNCL - 214



## SITE PLAN

SCALE: 1/8"=1'-0"



2. JUNE 16, 2016 RZ RESUBMISSION  
1. APRIL 25, 2016 RZ RESUBMISSION

DATE: 10/11/17  
BY: [Signature]

YAMAMOTO ARCHITECTURE  
302-35 EAST 8TH AVENUE  
VANCOUVER, BC V5T 1R6  
TEL: 604.271.1117 F: 604.271.1337  
WWW.YAMAMOTOARCHITECTURE.COM

## YAMAMOTO ARCHITECTURE

PROJECT: COMPACT SINGLE FAMILY SUBDIVISION

STATISTICS: 2.5 STOREYS  
2.5 STOREYS  
2.5 STOREYS

10/11/17



**RZ 15-701879**

**Attachment 3**

Address: 9460 Williams Road

Applicant: Sansaar Investments Ltd.

Planning Area(s): Broadmoor

	Existing	Proposed
<b>Owner:</b>	Rajwant Khaira	To be determined
<b>Site Size (m<sup>2</sup>):</b>	814 m <sup>2</sup>	314 m <sup>2</sup> and 360 m <sup>2</sup> (after lane dedication)
<b>Land Uses:</b>	Single-Family Residential	No change
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Area Plan Designation:</b>	N/A	No change
<b>702 Policy Designation:</b>	N/A	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Compact Single Detached (RC2)
<b>Number of Units:</b>	One (1)	Two (2)
<b>Other Designations:</b>	N/A	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	0.6 Max.	none permitted
Buildable Floor Area:	Max. 188.4 m <sup>2</sup> (1,856 ft <sup>2</sup> ) and 216 m <sup>2</sup> (2,325 ft <sup>2</sup> )*	Max. 188.4 m <sup>2</sup> (1,856 ft <sup>2</sup> ) and 216 m <sup>2</sup> (2,325 ft <sup>2</sup> )*	none
Lot Coverage – Building:	Max. 50%	50% Max.	none
Lot Coverage – Building, structures, non-porous surfaces:	Max. 70%	70% Max.	none
Lot Coverage – Landscaping with live plant material:	Min. 20%	20% Min.	none
Setback – Front & Rear Yards (m):	Min. 6.0 m	6.0 m	none
Setback – Interior Side Yards (m):	Min. 1.2 m	1.2 m	none
Setback – Exterior Side Yard (m):	Min. 3.0 m	3.0 m	none
Height:	Max. 2½ storeys	2 storeys	none
Lot Size (m <sup>2</sup> ):	Min. 270m <sup>2</sup>	314m <sup>2</sup> / 360m <sup>2</sup>	none
Lot Width (m):	Min. 9 m / 11 m	10.235 m / 12.033 m	none
Lot Depth (m):	Min. 24 m	30.65 m	none

Other: Tree replacement compensation required for removal of bylaw-sized trees.

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



Richmond, June 16, 2016

Rajwant Khaira  
9460 Williams Rd  
Richmond BC

Sir Edwin Lee  
Planning & Development Dpt.  
Richmond City Hall  
6911 No. 3 Rd  
Richmond BC

**RE: Rezoning application for RZ-15-701879, 9460 Williams Rd.**

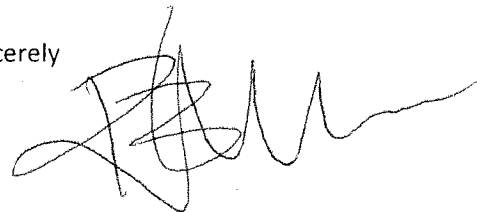
Dear Sir,

I am the owner of 9460 Williams Road, also speaking on behalf of Sansaar Investments, the applicant for this rezoning. I would like to express to you my efforts of purchasing the adjacent lots, 9440 and 9340 Williams Road. Since May 2013 my realtor and I have approached the owners more than a handful of times. They are not interested in looking at any written contracts or verbal deal.

I am also aware that 9440 Williams Road did go up for sale for one day. My realtor had verbally offered more than asking however he quickly changed his mind due to family dynamics changing.

Both owners of 9440 and 9340 Williams Road are aware of my rezoning application and have no opposing views to this movement.

Sincerely

A handwritten signature in black ink, appearing to be 'Rajwant Khaira', with a stylized, cursive script.

Rajwant Khaira

Rajwant Khaira  
9460 Williams Rd.  
Richmond BC

11/18/2015

Dear Sir,


I would like to express to you and anyone else that would be interested in the neighborhood of your property, specifically address directly adjacent to your property 9440 and 9340 Williams Rd. Richmond. I have attempted to see and have seen the owners to ask them to sell the properties at 5 different times since May 2013 till last approach November 01, 2015. I did express to "Terry" (owner of directly adjacent property to yours) that he could get much more money than the market at the time, but he said always the same to me "they are not interested to sell".

In some cases owners have the property set up that money cannot buy till family scenario is changing. Here we are dealing with owners that i know will not sell for a long time, years.

I had development property in South surrey for 33 townhouse project at 15151-26 ave, developer was trying to buy neighbors, well that was in 1991, Today the neighbors are still there, but the project was done without them.

This block where your property is located is dealing with similar problems, Terry the owner of directly adjacent property to yours is not willing sell, as his set up here is offering comfort for his family and business.

Sincerely,

  
Robert W. Kowalewski  
Sutton Group West Coast Realty Ltd.  
604 328 7250


Rajwant Khaira  
9460 Williams Rd.  
Richmond BC

4/18/2016

Dear Sir,

I have made one more visit on April 18, 2016 to the owners directly neighboring to your property at 9460 Williams Rd Richmond BC. This was a total of 6 attempts to help you to buy the neighboring properties. I would like to express to you and anyone else that neighbors at 9440 and 9340 would like the development you propose to be approved without any objection as it was expressed to me on April 18, 2016

Owners of 9440 and 9340 are not interested to sell, but they wish you get approval for the two lot subdivision and build new homes, as it was said "better for the neighborhood".



Robert W Kowalewski  
Sutton Group West Coast Realty Ltd.  
604 328 7250

Rajwant Khaira  
9460 Williams Rd  
Richmond BC  
V6A 1H1

Edwin Lee  
Planning & Development Dpt.  
Richmond City Hall  
6911 No. 3 Rd.  
Richmond BC  
V6Y 2C1

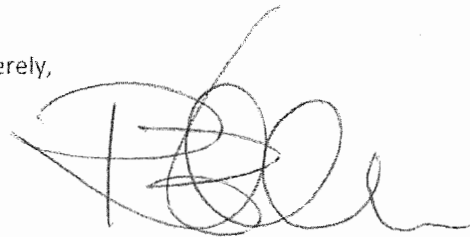
June 9, 2016

RE: Rezoning application 9460 Williams Rd.

Dear Sir,

We, and the undersigned below, are writing to you today to express our opposition to the current OCP for this area. Currently the OCP for this whole block is suggesting townhome development. We are fully aware that the applicant for 9460 Williams, Sansaar Investments, is trying to rezone this land for two homes just like across the street for this lot. We fully support the subdivision of the property into two lots.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rajwant Khaira', with a stylized, cursive script.

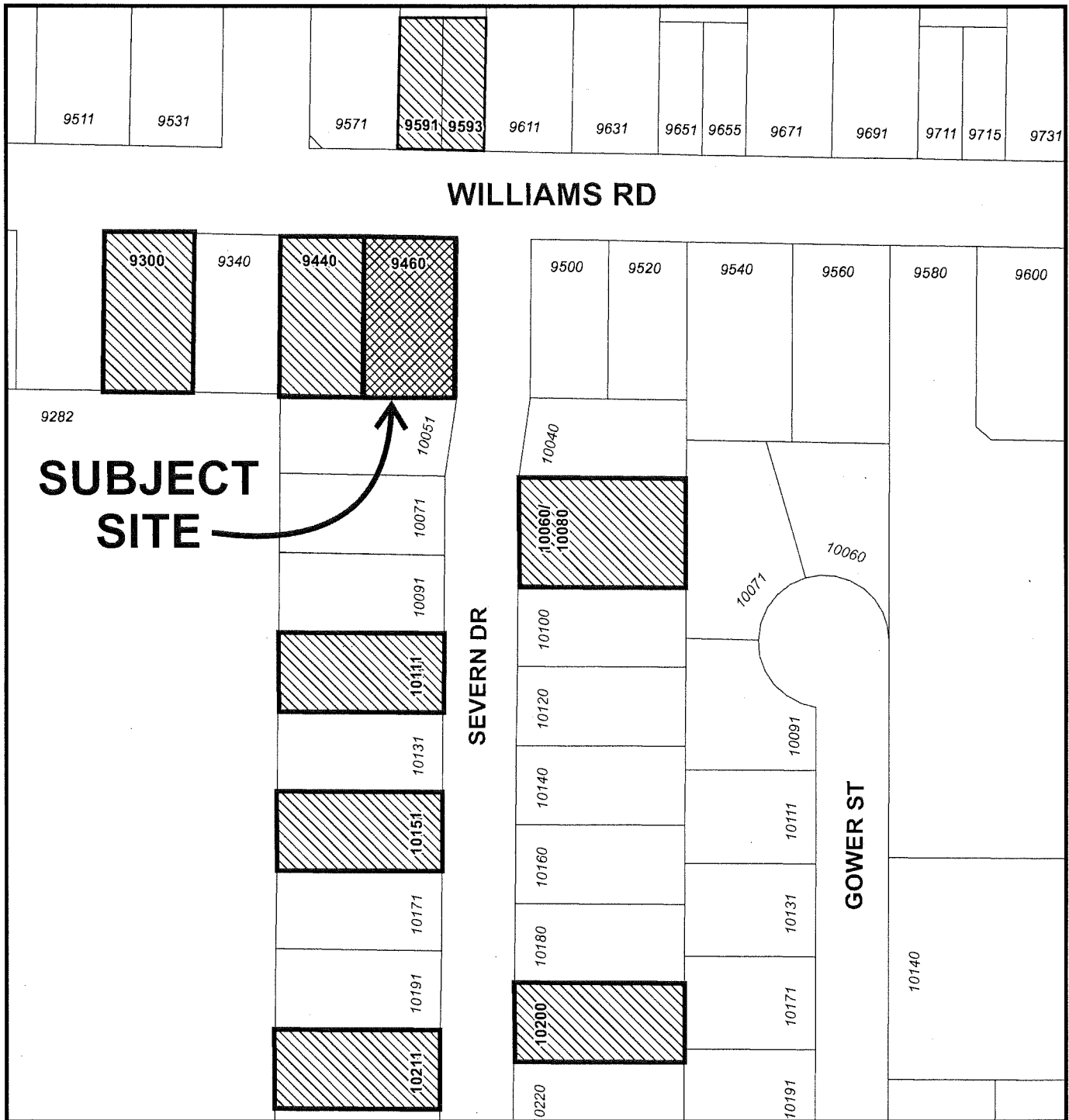
Rajwant Khaira



1	NAME	ADDRESS	SIGNATURE	DATE
2	Nancy Lu	9591 WILLIAMS RD.	Nancy Lu	June 9 <sup>th</sup> , 2016
3	<del>Emily L. Williams</del> Emily L. Williams	9593 Williams Rd.	Emily L. Williams	June 9 <sup>th</sup> 2016.
4	Vinny, MA	9300 William Rd	Vinny, MA	June 9, 2016
5	Susan Naeff	9440 Wilton Rd	Susan Naeff	June 9, 2016
6	G. Sinha	10111 SEVERN DR.	G. Sinha	JUN 9 <sup>TH</sup>
7	G. Lee	10201 SEVERN DR.	G. Lee	Jun. 9/16
8	D Brodie	10151 Severn	D Brodie	June 9/16
9	K Brodie	10151 SEVERN	K. Brodie	June 9/16
10	L Mendez	10060 SEVERN	L Mendez	June 9/16
11	T. Butler-Taylor	10080 Severn Dr.	T. Butler-Taylor	June 9/16
12	Mei Wang	10211 Severn Dr	Mei Wang	June 9/2016
13				
14				
15				



City of  
Richmond

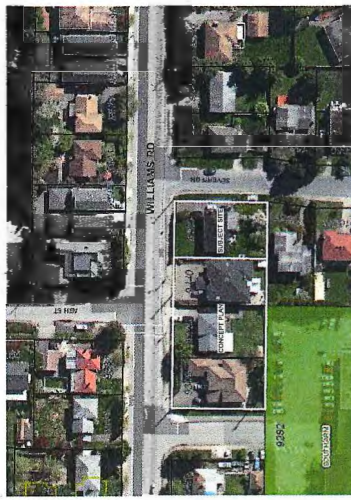


Mapping of Petition in Support  
of the Proposal  
RZ 15-701879 - 9460 Williams Road

Original Date: 06/16/16

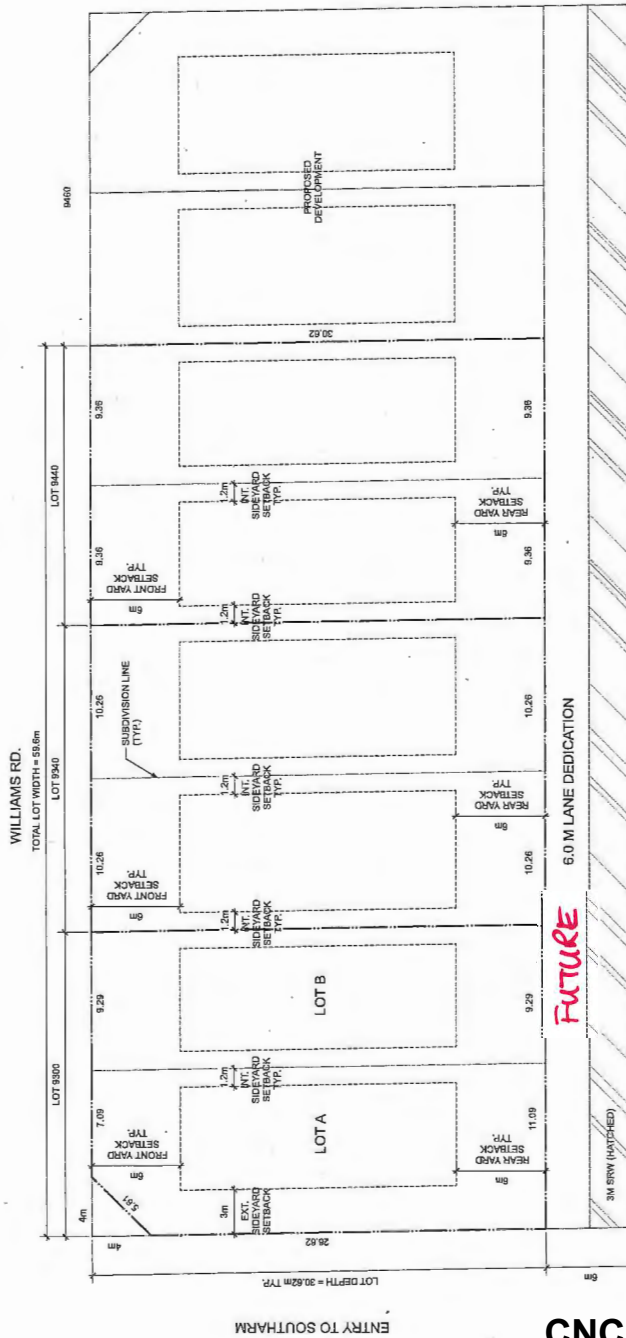
Revision Date:

Note: Dimensions are in METRES



# CONTEXT PLAN

SCALE: 1:100



CNCL - 222

## CONCEPT PLAN

SCALE: 1/16"=1'-0"

### NOTES:

- ALL DIMENSIONS ARE APPROXIMATE
- ALL DIMENSIONS ARE IN METRES (M)

### LOT 9300:

ADDRESS: 9300 WILLIAMS RD., RICHMOND  
SUBDIVISION LOT A:

SITE AREA: 3,057 SQFT (281 SQM)  
PROPOSED ZONING: R2Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS  
PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)  
SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,057 SQFT (281 SQM)  
PROPOSED FLOOR AREA: 2,446 SQFT (226 SQM)

MAX. ALLOWED COVERED AREA: 2,446 SQFT X 0.10 = 245 SQFT (23 SQM)  
PROPOSED COVERED AREA: 2,446 SQFT X 0.10 = 245 SQFT (23 SQM)

SUBDIVISION LOT B:

SITE AREA: 3,057 SQFT (281 SQM)  
PROPOSED ZONING: R2Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS  
PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)  
SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,057 SQFT (281 SQM)  
PROPOSED FLOOR AREA: 2,446 SQFT (226 SQM)

MAX. ALLOWED COVERED AREA: 2,446 SQFT X 0.10 = 245 SQFT (23 SQM)  
PROPOSED COVERED AREA: 2,446 SQFT X 0.10 = 245 SQFT (23 SQM)

### LOT 9340:

ADDRESS: 9340 WILLIAMS RD., RICHMOND  
SUBDIVISION LOT A:

SITE AREA: 3,393 SQFT (314 SQM)  
PROPOSED ZONING: R2Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS  
PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,696 SQFT) (157 SQM)  
SITE COVERAGE PROPOSED: 50% (1,696 SQFT) (157 SQM)

MAX. ALLOWED FLOOR AREA: 3,393 SQFT (314 SQM)  
PROPOSED FLOOR AREA: 2,028 SQFT (188 SQM)

MAX. ALLOWED COVERED AREA: 2,028 SQFT X 0.10 = 203 SQFT (19 SQM)  
PROPOSED COVERED AREA: 2,028 SQFT X 0.10 = 203 SQFT (19 SQM)

### LOT 9440:

ADDRESS: 9440 WILLIAMS RD., RICHMOND  
SUBDIVISION LOT A:

SITE AREA: 3,085 SQFT (287 SQM)  
PROPOSED ZONING: R2Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS  
PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)  
SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,085 SQFT (287 SQM)  
PROPOSED FLOOR AREA: 1,881 SQFT (172 SQM)

MAX. ALLOWED COVERED AREA: 1,881 SQFT X 0.10 = 188 SQFT (17 SQM)  
PROPOSED COVERED AREA: 1,881 SQFT X 0.10 = 188 SQFT (17 SQM)

9252

ADJ. PARKING LOT  
OF SOUTHARM  
ELEMENTARY SCHOOL

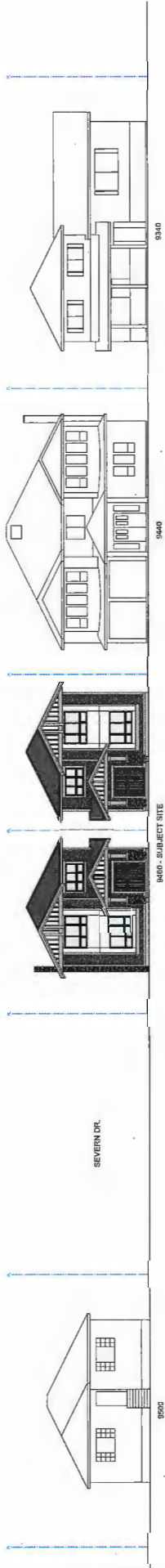
10051  
ADJ. SINGLE FAMILY  
DWELLING

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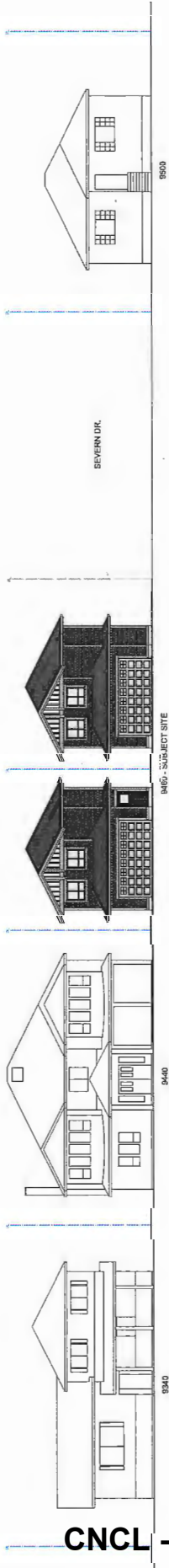
YANAMOTO ARCHITECTURE  
202 - 333 East 8th Avenue  
Vancouver, BC V5T 1E5  
T: 604.731.1127 F: 604.731.1227

PROJECT: COMPACT SINGLE FAMILY SUBDIVISION  
SANDO WILLIAMS RD.  
RICHMOND, BC

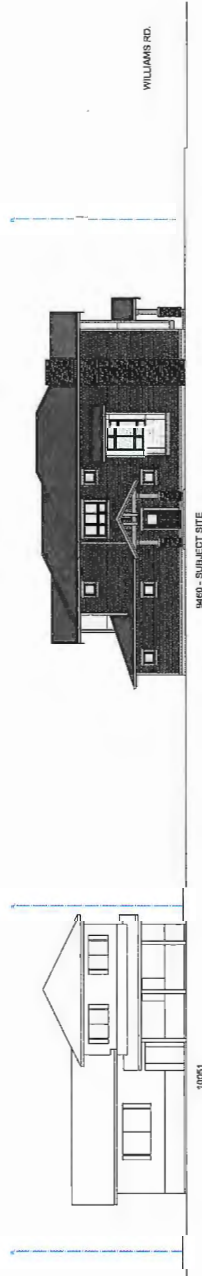
CONCEPT PLAN  
DATE: 11/14/19  
REV: DEC 28, 2019  
DRAWN: YJ  
PROJECT: 1900



STREETSCAPE - WILLIAMS RD.  
SCALE: 1" = 1'-0"



STREETSCAPE - SEVERN DR.  
SCALE: 1" = 1'-0"



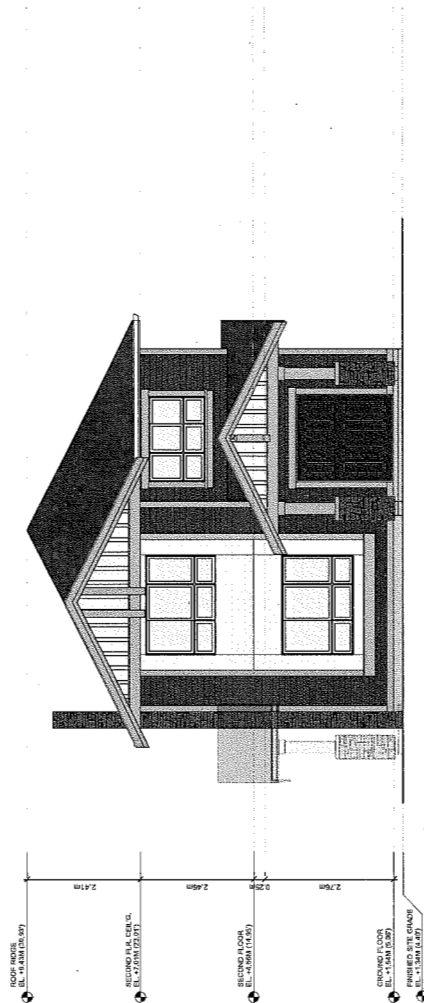
STREETSCAPE - WILLIAMS RD.  
SCALE: 1" = 1'-0"

<p>PROJECT --</p> <p>COMPACT SINGLE FAMILY SUBDIVISION</p> <p>9501 WILLIAMS RD. BIRMINGHAM, AL</p>		<p>DESIGNED BY --</p> <p>YAMAMOTO ARCHITECTURE</p> <p>202 - 335 East 10th Avenue BIRMINGHAM, AL 35203 T - 604 791 1127 F - 604 791 1127</p>	
<p>DATE --</p> <p>APRIL 03, 2018 BY: REVISIONS</p>		<p>DATE --</p> <p>APRIL 03, 2018 BY: REVISIONS</p>	

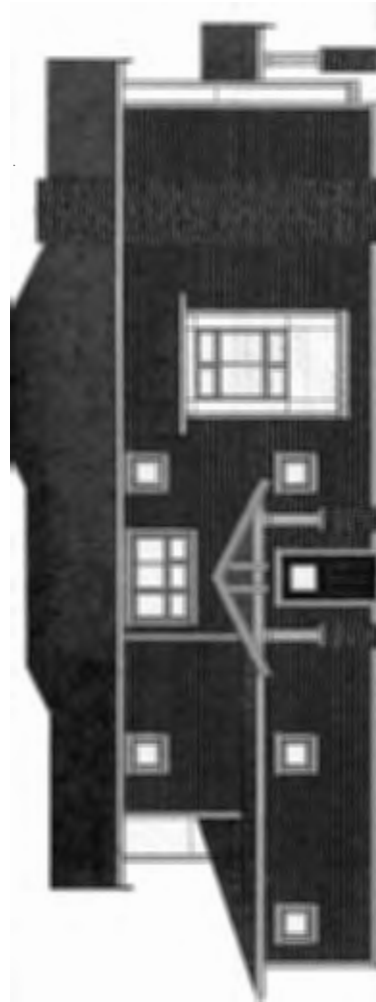
<p>PROJECT --</p> <p>COMPACT SINGLE FAMILY SUBDIVISION</p> <p>9501 WILLIAMS RD. BIRMINGHAM, AL</p>		<p>DESIGNED BY --</p> <p>YAMAMOTO ARCHITECTURE</p> <p>202 - 335 East 10th Avenue BIRMINGHAM, AL 35203 T - 604 791 1127 F - 604 791 1127</p>	
<p>DATE --</p> <p>APRIL 03, 2018 BY: REVISIONS</p>		<p>DATE --</p> <p>APRIL 03, 2018 BY: REVISIONS</p>	

CNCL - 223





SITE B - NORTH ELEVATION (WILLIAMS RD.)  
SCALE: 1/4" = 1'-0"



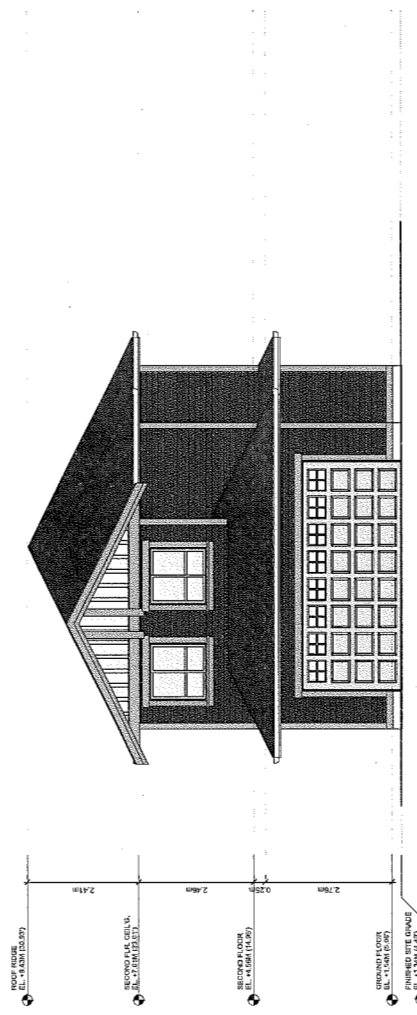
SITE B - EAST ELEVATION (ASH ST.)  
SCALE: 1/4" = 1'-0"

<b>YAMANOTO ARCHITECTURE</b> 200 - 35 East 8th Avenue Richmond, BC V6V 1K1 T: 604.271.1127 F: 604.731.1127	PROJECT = COMPACT SINGLE FAMILY SUBDIVISION 5800 WILLIAMS RD. RICHMOND, BC	DRAWING TITLE = TYPE ELEVATIONS	SHEET NO. = a2
		DATE = 10/27/18	DATE = 10/27/18
		DRAWN BY = JF	CHECKED BY =
		PROJECT NO. =	SHEET NO. =

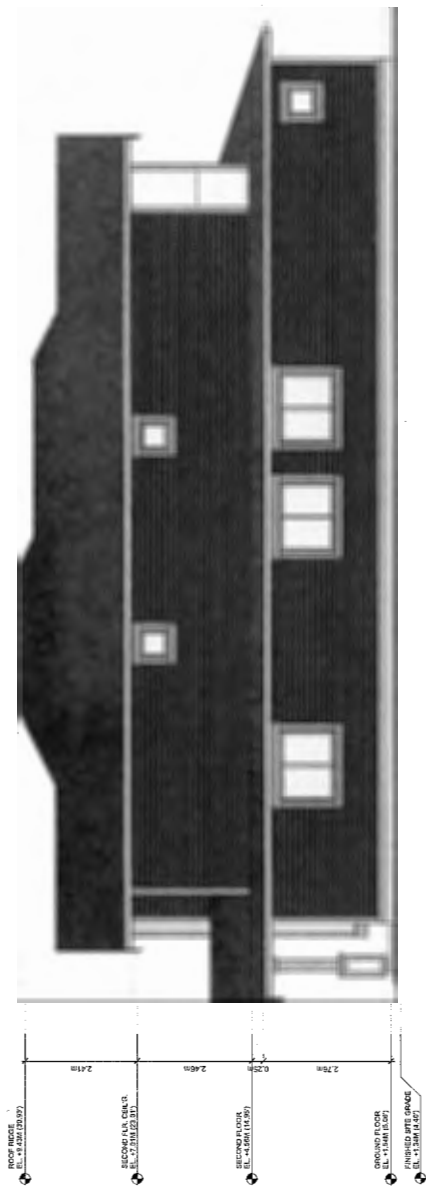
2. JUNE 10, 2019 RE SUBMISSION 3. JUNE 10, 2019 RE SUBMISSION	1/4" = 1'-0" 1/4" = 1'-0"
--	------------------------------

<b>YAMANOTO ARCHITECTURE</b> 302 - 325 East 8th Avenue Portland, OR 97214 T - 503.731.1147 F - 503.731.1127	<b>PROJECT -</b> COMPACT SINGLE FAMILY SUBDIVISION 302 - 325 East 8th Avenue Portland, OR 97214	<b>DATE</b> - 1/4/2017 <b>BY</b> - JLC <b>CHECKED</b> - JLC	<b>SHEET NO.</b> a2.2
		<b>TYPE ELEVATION</b> SIDE - 1/4" = 1'-0" FRONT - 1/4" = 1'-0" REAR - 1/4" = 1'-0" CHIMNEY - 1/4" = 1'-0"	

2. SIDE ELEV. 1/4" = 1'-0" 3. FRONT ELEV. 1/4" = 1'-0" 4. REAR ELEV. 1/4" = 1'-0" 5. CHIMNEY ELEV. 1/4" = 1'-0"	<b>DATE</b> - 1/4/2017 <b>BY</b> - JLC <b>CHECKED</b> - JLC
--	---



SITE B - SOUTH ELEVATION (LANE)  
SCALE: 1/4" = 1'-0"

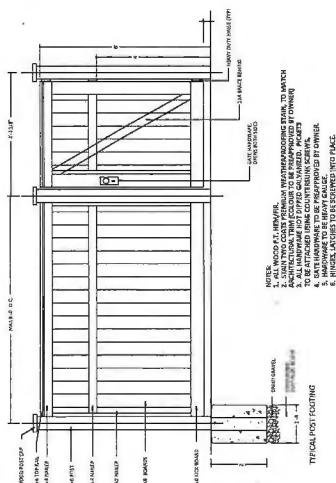


SITE B - WEST ELEVATION (SIDE INTERIOR)  
SCALE: 1/4" = 1'-0"

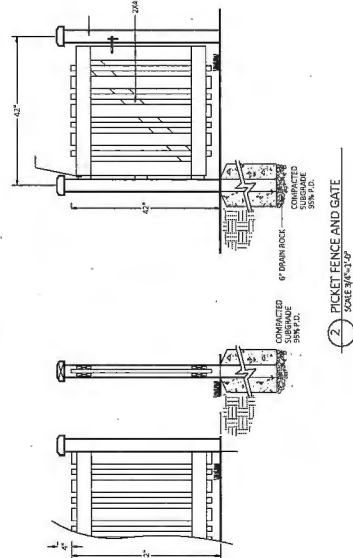
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**pmg**  
LANDSCAPE  
ARCHITECTS  
3000  
Boulevard  
Richmond, BC  
V6V 1K6  
P: 604-284-0011 F: 604-284-0022

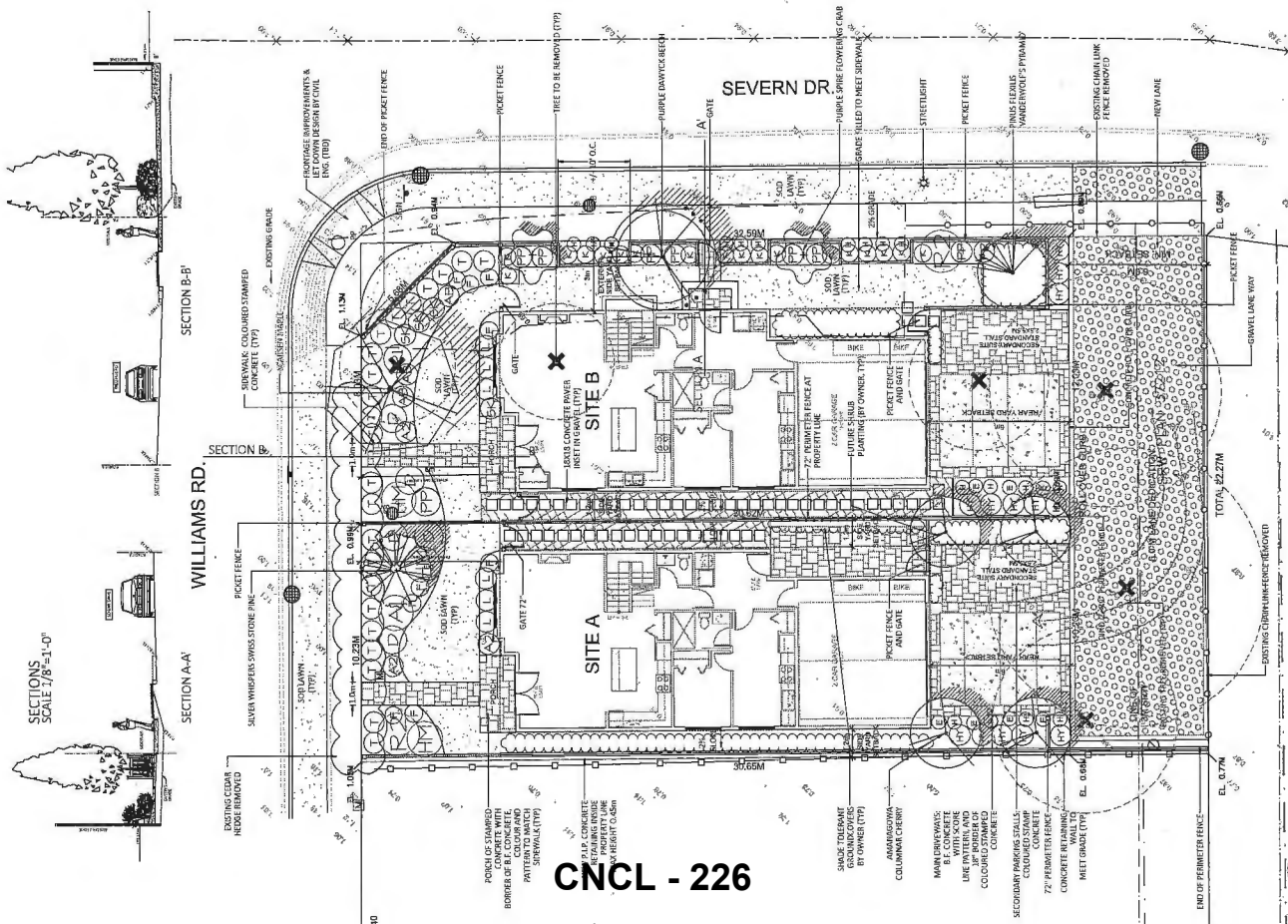
SCALE



PERIMETER FENCE AND GATE  
SCALE 1/8" = 1'-0"



POCKET FENCE AND GATE  
SCALE 1/8" = 1'-0"



CNCL - 226

PLANT SCHEDULE		PLANT NAME	COMMON NAME	PLANT SIZE
1	1	PLANT 1	PLANT 1	PLANT 1
2	2	PLANT 2	PLANT 2	PLANT 2
3	3	PLANT 3	PLANT 3	PLANT 3
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1518.5.239

DATE: 18 DEC 2014  
SCALE: 1/8" = 1'-0"  
DRAWING: L1  
DESIGNER: JF  
CHECKED: JF  
PROJECT NUMBER: 1518.5.239

PROJECT: RESIDENTIAL REZONING  
9640 Williams Road  
at Severn Drive  
RICHMOND, BC

DRAWING TITLE:  
LANDSCAPE  
PLAN & DETAILS

CLIENT:  
NO. DATE: 18 DEC 2014  
REVISION DESCRIPTION: 01

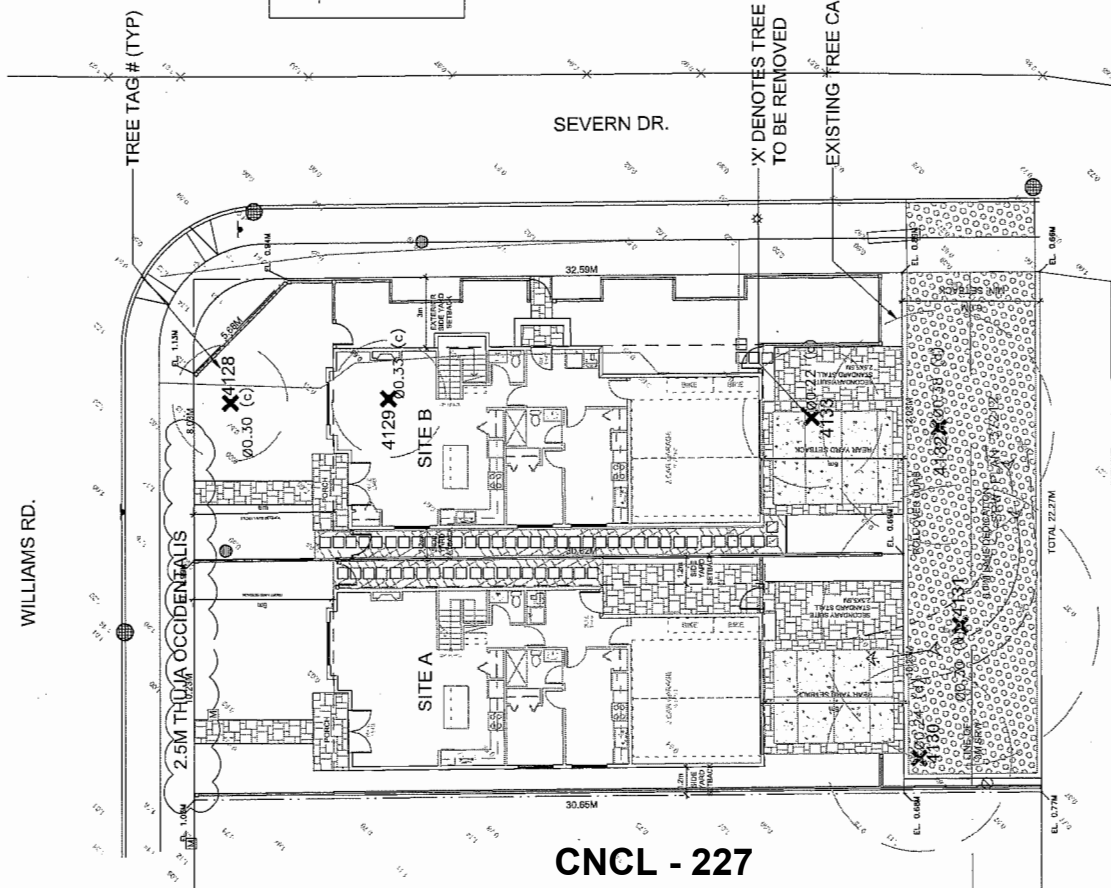
NO.	DATE	REVISION DESCRIPTION	CHK.
1	11.06.18	ISSUED FOR PERMIT	M
2	11.06.18	ISSUED FOR PERMIT	M

CLIENT:

**TREE INVENTORY AND ASSESSMENT LIST:**

Tag #	Site (m)	Type	Condition/Health	Observations	Action
4128	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
4129	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
4130	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
4131	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
4132	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
4133	0505	Mountain Pine	Good	3m tall, 2-4m diameter, tree in conflict with required grade raise	remove to accommodate construction
na	na	Cedar hedge	na	2.5m tall	remove to open front yard to street

Refer to schedule B and report prepared by M. S. & Associates Ltd. Survey 10C (778-585-2883) on April 21, 2018, for conceptual details and methodology.





**Address:** 9460 Williams Road

**File No.:** RZ 15-701879

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, the developer is required to complete the following:**

1. 6.0 m lane dedication along the entire south property line and a 4 m x 4 m corner cut dedication at the southwest corner of the intersection between Williams Road and Severn Drive.
2. Registration of a flood indemnity covenant on title.
3. Registration of a legal agreement on title to ensure that the building design on the proposed corner lot at future development stage is generally consistent with the preliminary architectural plans of the proposed building elevations included as Attachment 6 to this report.
4. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on both of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
5. Registration of a legal agreement on title ensuring that the principal dwelling and any secondary suite cannot be stratified.
6. Registration of a legal agreement on title ensuring that the only means of vehicle access to the proposed corner lot is from the proposed rear lane.
7. Registration of a legal agreement on title for the proposed corner lot to ensure that the only means of vehicle access is from the proposed rear lane and that there be no access to Severn Drive.
8. Submission of Landscaping Security in the amount of \$19,249.56.
9. City acceptance of the developer's offer to voluntarily contribute \$1,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City.

**At Subdivision\* stage, the developer must complete the following requirements:**

1. Enter into a Servicing Agreement\* for the design and construction of the proposed rear lane and frontage improvement works. Works include, but may not be limited to,

Frontage Improvements

- a) Construction of the new rear lane to current City's standards.
- b) Williams Road - New 1.5 m concrete sidewalk at property line, remaining to existing curb to be minimum 1.5 m landscaped boulevard.
- c) Severn Drive - From centre line of existing road: pavement widening to 5.6 m from center line of existing road, new curb and gutter, min. 1.5 m landscaped boulevard, 1.5 m new concrete sidewalk at property line.
- d) Developer to coordinate with BC Hydro, Telus and other private communication service providers:
  - (1) To underground Hydro service lines.
  - (2) When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - (3) To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.).



Water Works:

- e) 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 and Building designs.
- f) At Developers cost, the City is to cut and cap the existing water service connection along the Williams Road frontage and install two (2) new water service connections complete with meters and meter boxes along the Williams Road frontage.

Storm Sewer Works:

- g) At Developers cost, the City is to upgrade the existing storm service connection on Williams Road frontage to utilize the existing box culvert connection. New IC and dual connections at the adjoining property line of the newly subdivided lots plus a new ROW will be required to accommodate the new IC.

Sanitary Sewer Works:

- h) At Developers cost, the City is to remove the existing IC located at the southwest corner of the development site and replace with a new manhole. Reconnect the existing service to Lot 9440 and existing lead to the sanitary main.
- i) Install a new IC with dual service connections at the adjoin property line of the newly subdivided lots, complete with lead to tie-in to the new manhole.

General Items:

- j) 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.

**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. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
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.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner, but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

---

Signed

---

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9582 (RZ 15-701879)  
9460 Williams Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"COMPACT SINGLE DETACHED (RC2)"**.

P.I.D. 006-128-904

Lot 189 Section 34 Block 4 North Range 6 West New Westminster District Plan 41287

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9582"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
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_____

CITY OF RICHMOND
APPROVED by <b>BK</b>
APPROVED by Director or Solicitor <i>al</i>

\_\_\_\_\_  
MAYOR

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



# City of Richmond

## Report to Committee Planning and Development Division

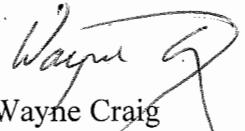
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** June 20, 2016  
**File:** RZ 14-672762

**Re:** Application by Haydenco Holdings Ltd. for Rezoning at 12040 No. 5 Road from  
Agricultural (AG1) to Light Industrial (IL)

### Staff Recommendation

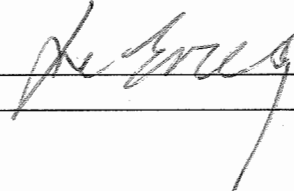
That Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, for the rezoning of 12040 No. 5 Road from "Agricultural (AG1)" to "Light Industrial (IL)", be introduced and given first reading.

  
Wayne Craig  
Director, Development

WC:ke  
Att.

### REPORT CONCURRENCE

#### CONCURRENCE OF GENERAL MANAGER



## **Staff Report**

### **Origin**

Haydenco Holdings Ltd. has applied to the City of Richmond for permission to rezone 12040 No. 5 Road from the “Agricultural (AG1)” zone to the “Light Industrial (IL)” zone in order to develop a new light industrial building (Attachment 1). The property is currently vacant.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is contained in Attachment 2.

### **Surrounding Development**

The subject site fronts onto No. 5 Road and does not contain any buildings.

To the North: An industrial building on a property zoned “Light Industrial (IL)”, which is serviced by an existing lane accessed from Rice Mill Road.

To the South: A single-family house on a property zoned “Agriculture (AG1)”.

To the East: A site containing the BC Ferries maintenance/operations harbour split-zoned “Agriculture (AG1)” and “Light Industrial (IL)”.

To the West: Across No. 5 Road, warehouse and light industrial buildings on sites zoned “Industrial Business Park (IB1)”.

### **Related Policies & Studies**

#### **Official Community Plan**

The subject site is designated “Industrial” in the Official Community Plan (OCP). The proposed development complies with the OCP. The site is zoned “Agriculture (AG1)”, but is not located within the Agricultural Land Reserve (ALR).

#### **Floodplain Management Implementation Strategy**

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on title is required prior to final adoption of the rezoning bylaw.

#### **Public Consultation**

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.



Should the Planning Committee endorse this application and Council grant 1<sup>st</sup> reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

## **Analysis**

### **Built Form and Architectural Character**

The proposed light industrial building proposes a setback of 3.0 m (10 ft.) from No. 5 Road and massing and height (10.9 m or 36 ft.), which is similar to the existing light industrial development to the north at the corner of No. 5 Road and Rice Mill Road and meets the requirements of the Richmond Zoning Bylaw 8500.

The building will relate well to No. 5 Road through the establishment of a street oriented development with the building sited in close proximity to the street. Landscaping within the 3 m (10 ft.) setback to No. 5 Road in conjunction with the required upgrades along No. 5 Road (pathway and grass and treed boulevard) will improve the pedestrian scale of the development (refer to Attachment 3 for site plan drawings and landscape plan drawings).

In order to meet the minimum Flood Construction Level (FCL) as required in the City's Flood Plain Designation and Protection Bylaw of 2.9 m GSC, the elevation of the site will be increased resulting in the need for a retaining wall (approximately 2 m or 6 ft. in height) along the south edge of the site. For the western portion of the site where the building is proposed at the property line, glazing and panel reveals in the building walls provides architectural detailing to the visible south elevation of the development. Furthermore, fence heights on the east portion associated with the parking area will be limited to 1 m (3.5 ft.) in height to minimize impacts to the neighbouring property to the south. This adjacency condition along the south edge of the site is temporary and will be addressed with redevelopment of properties to the south for similar purposes.

### **Transportation and Site Access**

Access to the site will be provided at the rear of the site through the dedication and continuation of an existing lane established from Rice Mill Road. All off-street parking and loading areas for the industrial building will be provided for on the east portion of the site with access to the lane only. Registration of a legal agreement to ensure vehicle access to the site is from the lane only and not permitting access from/to No. 5 Road is a rezoning consideration. A total of 16 off-street parking stalls are provided, which satisfies the minimum parking requirements under the zoning bylaw.

### **Tree Retention and Replacement**

The City's Tree Preservation Coordinator has reviewed the submitted arborist report. Upon review of the arborist report, staff concurs with the findings and recommendations of the report. A total of five trees are proposed to be impacted and will require removal as a result of the development. Three trees are located on-site and two trees are located off-site on the neighbouring property to the south. The following is a summary of recommendations:

- Remove three on-site trees as a result of a direct conflict with the proposed building and replace with five trees (replacement tree sizing to be determined by the existing Tree Protection Bylaw 8057 provisions) and a cash-in lieu (\$500) contribution for one replacement tree that cannot be accommodated on-site.
- Remove two trees located on the neighbouring property to the south (12060 No. 5 Road) that cannot be retained due to their close proximity to the proposed development. The applicant has obtained written permission from the property owner to the south to remove the two referenced trees. Compensation in the form of two replacement trees planted on 12060 No. 5 Road will be required, consistent with provisions in the Tree Protection Bylaw. An additional cash-in-lieu compensation (\$2,000), based on a 2:1 replacement ratio, is being secured as a rezoning consideration for the subject site now as the trees on the neighbouring property are directly impacted by the proposed redevelopment.
- Refer to Attachment 4 for a plan outlining proposed tree removals.

### *Tree Replacement*

A total of three on-site bylaw sized trees are proposed to be removed as a result of conflicts with the proposed industrial building footprint. To accommodate the required 2:1 ratio of replacement trees (six trees), the site is able to accommodate five replacement trees on-site that are proposed to be planted along the No. 5 Road frontage of the site to complement the pedestrian frontage works to be completed as part of this development. These on-site replacement trees are sized at a minimum of 8 cm diameter at breast height (for deciduous) and/or 6 m height (for coniferous) in accordance with the City's Tree Protection Bylaw provisions on sizing of replacement trees. A landscape plan (Attachment 3) has been submitted to confirm the tree replanting scheme and a landscaping bond will be secured as a rezoning consideration for this development. A \$500 cash-in-lieu contribution is also being secured to account for the one replacement tree that is not able to be planted on-site.

For the two bylaw sized trees on the neighbouring property to the south recommended for removal, a tree permit is required. In accordance with the City's Tree Protection Bylaw, a total of two replacement trees will be required to be planted on site and placed in a location that provides for the best opportunities for their retention if this property also redevelops for industrial purposes. In addition to planting replacement trees on the property to the south, a cash-in-lieu (\$2,000) contribution is being secured through this rezoning to address these trees on the neighbouring site being impacted by the proposed redevelopment. Through this rezoning, the applicant has obtained written permission from the property owner at 12060 No. 5 Road for tree removals.

### **Site Servicing and Frontage Improvements**

Road, frontage and site servicing works are summarized as follows:

- Lane – dedication and continuation of the lane along the entire east portion of the subject site.
- No. 5 Road frontage – Works to accommodate additional on-street parking and related frontage upgrades (pathway and grass & treed boulevard).
- Site servicing works to extend the necessary services along the frontage of the site, including any required connections, inspection chambers and meter gauges.

All of the above referenced lane, road/frontage and site servicing works are to be designed and constructed through a Servicing Agreement required to be completed prior to issuance of a building permit for the development. All works are at the developers sole cost (refer to Attachment 5 – Rezoning Considerations).

**Financial Impact or Economic Impact**

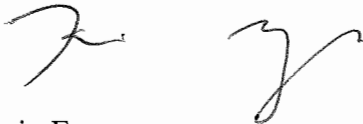
The rezoning application results in insignificant Operation Budget Impacts (OBI) for off-site City infrastructure (such as roadworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

**Conclusion**

The purpose of this rezoning application is to rezone 12040 No. 5 Road to the “Light Industrial (IL)” zoning district to allow for the development of an industrial building, accessed through a new lane along to the east of the site.

Staff supports the rezoning application as it is consistent with the existing OCP designation and recent redevelopment and siting of the industrial building to the immediate north.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9584 be introduced and given first reading.



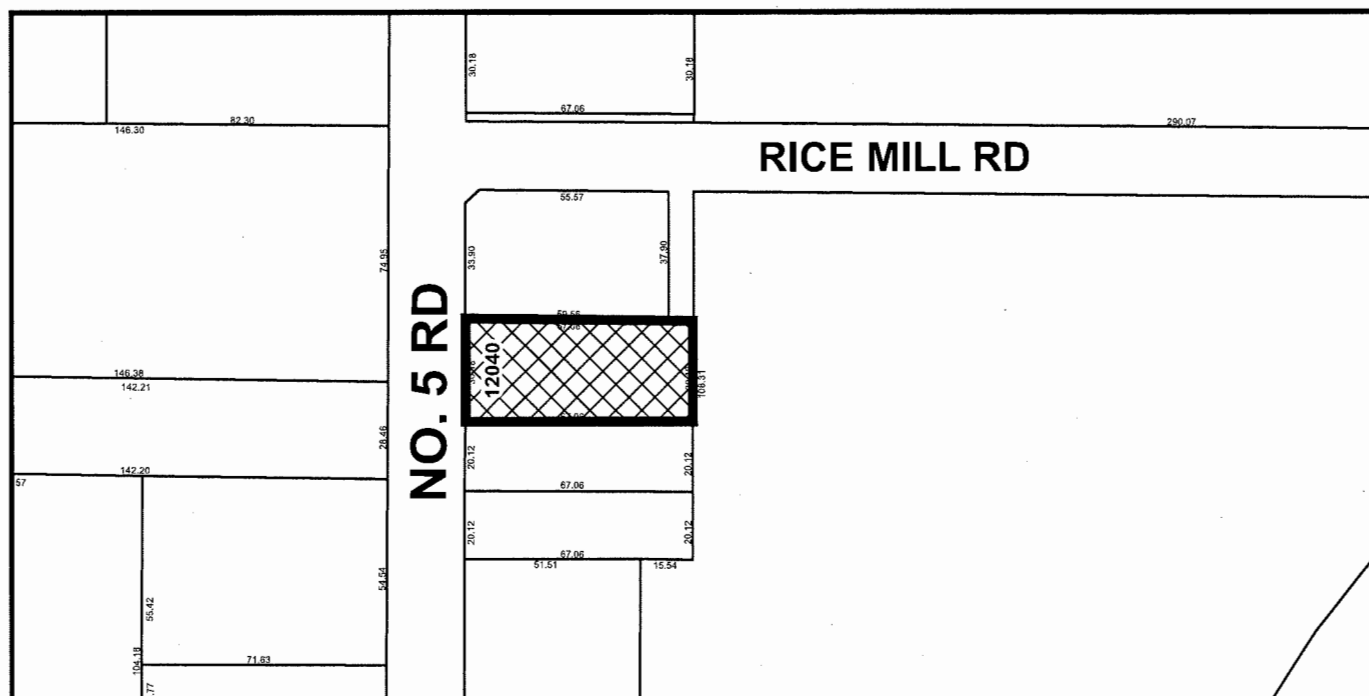
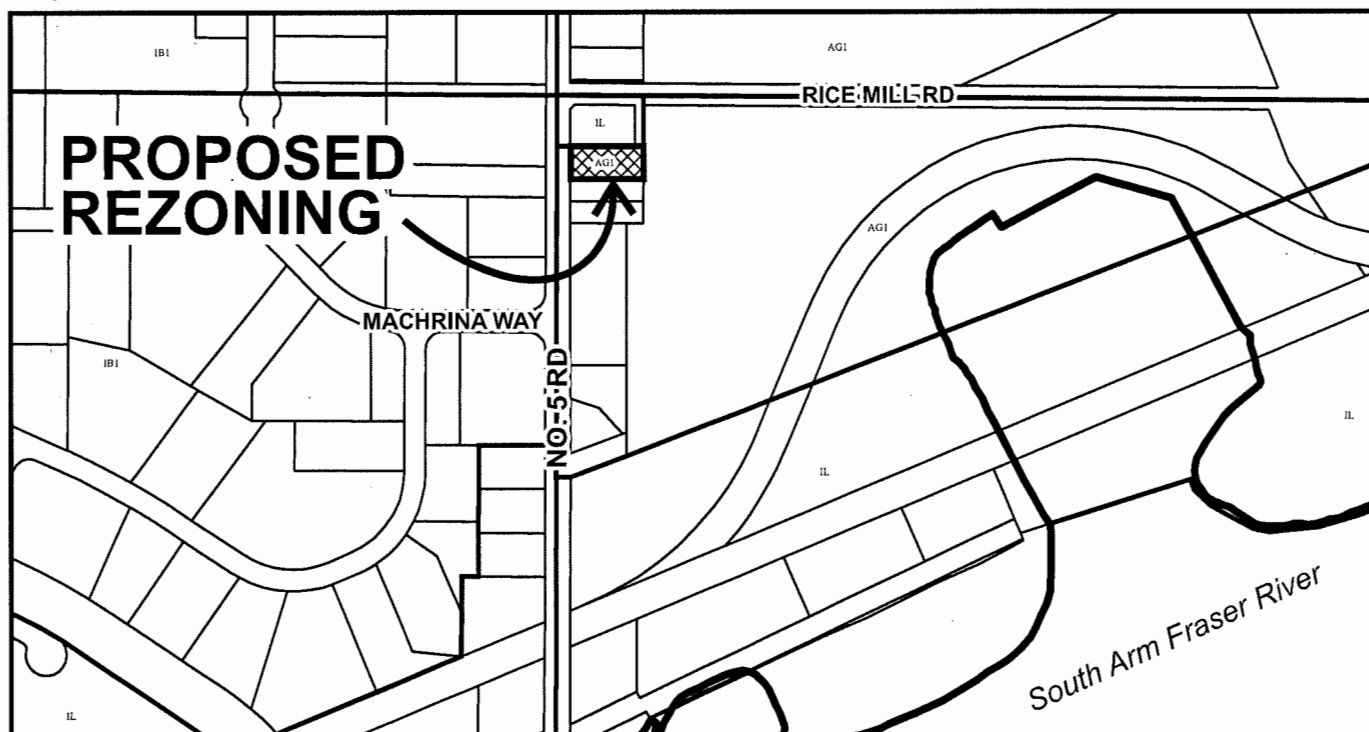
Kevin Eng  
Planner 2

KE:cas

- Attachment 1: Location Map
- Attachment 2: Development Application Data Sheet
- Attachment 3: Conceptual Development Plans
- Attachment 4: Proposed Tree Removal Plan
- Attachment 5: Rezoning Considerations



City of  
Richmond



RZ 14-672762

Original Date: 09/30/14

Revision Date: 06/27/16

Note: Dimensions are in METRES





City of  
Richmond



RZ 14-672762

Original Date: 09/30/14

Revision Date: 06/06/16

Note: Dimensions are in METRES





# City of Richmond

## Development Application Data Sheet

Development Applications Department

**RZ 14-672762**

**Attachment 2**

Address: 12040 No. 5 Road

Applicant: Haydenco Holdings Ltd.

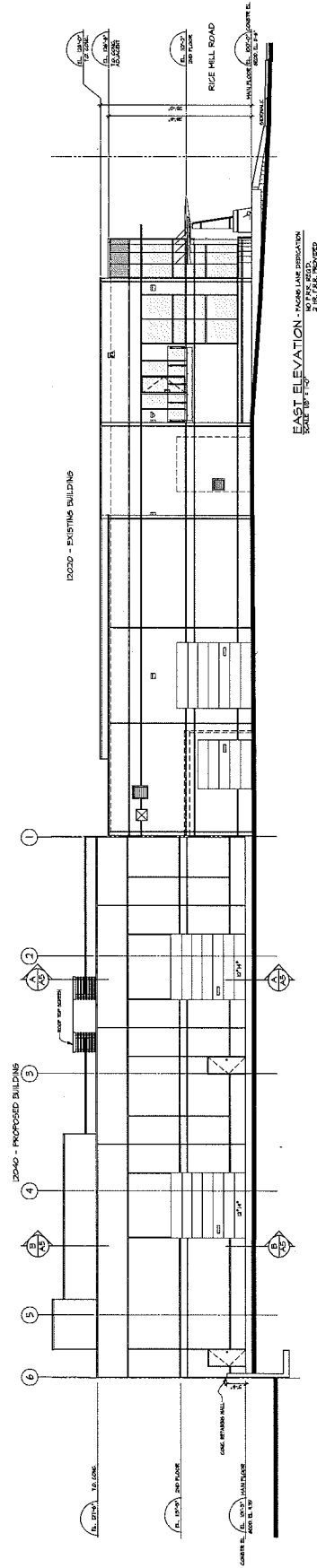
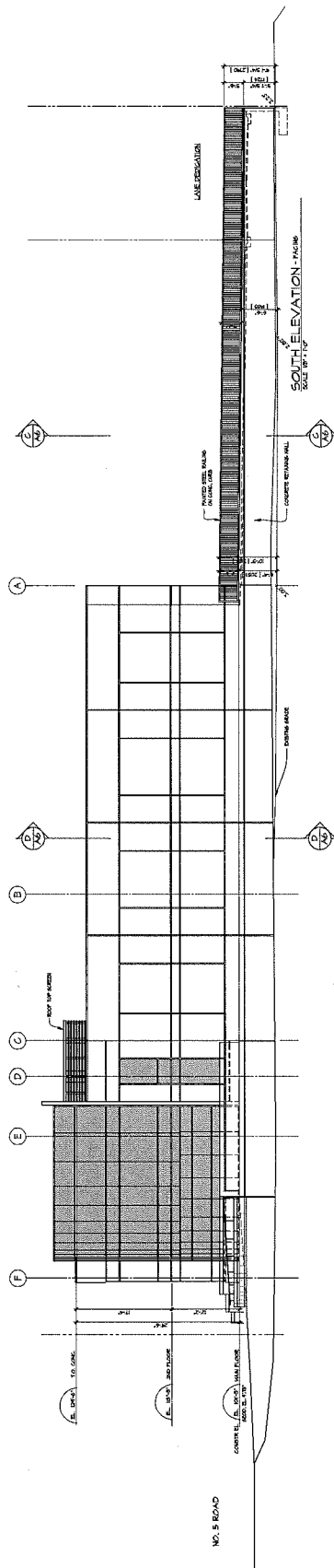
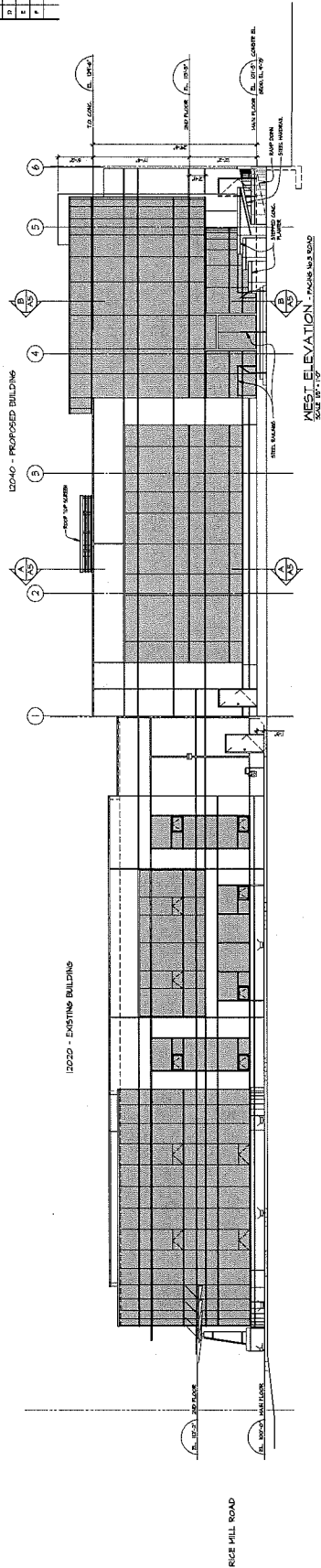
	Existing	Proposed
<b>Owner:</b>	Haydenco Holdings Ltd.	No change
<b>Site Size (m<sup>2</sup>):</b>	2,008 sq. m	Approximately 1,782 sq. m (after lane dedication)
<b>Land Uses:</b>	Existing house	Light industrial building and off-street parking
<b>OCP Designation:</b>	Industrial	No change
<b>Zoning:</b>	Agricultural (AG1)	Light Industrial (IL)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 1.0 FAR	0.9 FAR	none permitted
Lot Coverage – Building:	Max. 60%	60%	none
Setback – Front Yard (m):	Min. 3 m	3 m	none
Setback – Side Yard (m):	No setback required	none	none
Setback – Rear Yard (m)	No setback required	18.5 m	none
Height (m):	12 m	10.9 m	none
Off-street Parking Spaces – Total:	16 stalls	16 stalls	none

UNCL. REL. 14-016-A

**CNCL - 240**

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**LO STUDIO**  
ARCHITECTS INC.  
2001 N. 1ST AVE. SUITE 200  
RICHMOND, VA 23219  
TEL: 804-775-1111 • FAX: 804-775-1112 • CELL: 804-775-1113

**PROPOSED OFFICE FOR HAYDEN SUPPLIES LTD.**  
SUBTITLE  
ELEVATIONS

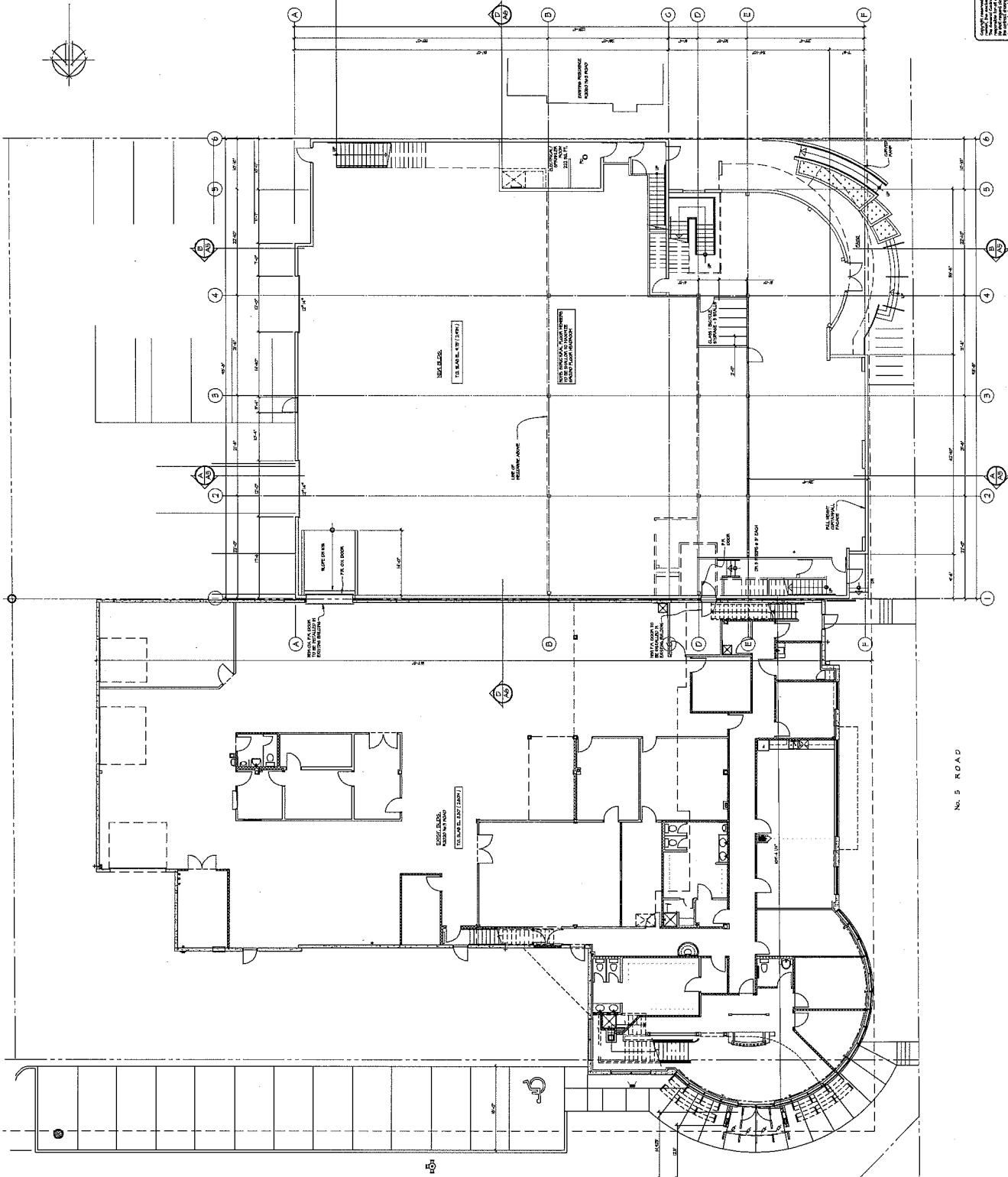
**sanford design group** • BUILDING & INTERIOR DESIGN CONSULTANTS  
IN COLLABORATION WITH LO STUDIO ARCHITECTS  
#000-3351 JACQUES ROAD • RICHMOND, VA 23219 • TEL: 804-276-6114 • FAX: 804-276-6115 • E-MAIL: sdesign@sanford-designs.com

DATE: 10/1/14  
DRAWN: JACQUES  
CHECKED: JACQUES

PROJECT: 14-016-A4

SCALE: 1/8" = 1'-0"

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**LO STUDIO**  
ARCHITECTURE

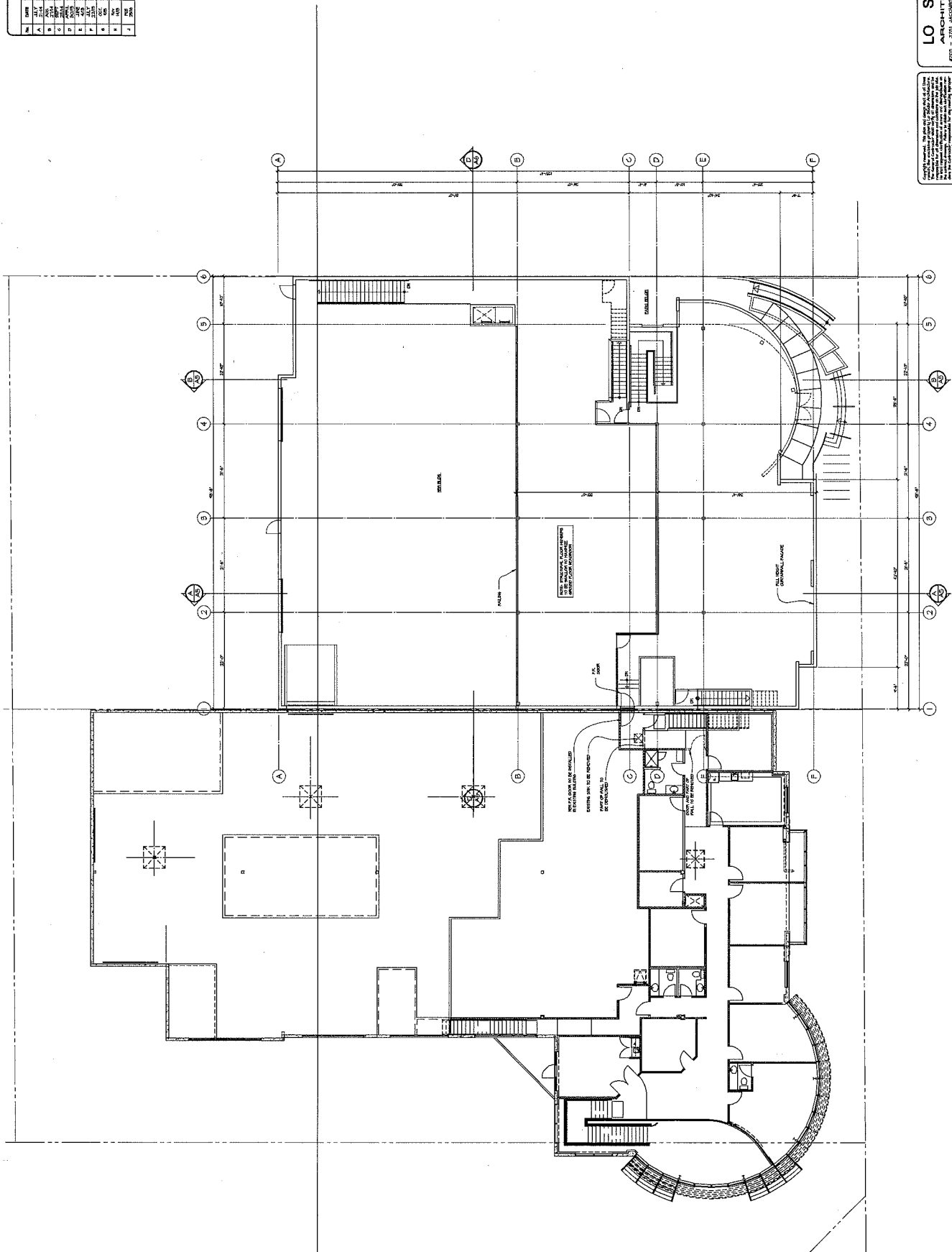
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DESIGN: LOU JACOBSON, AIA

PROPOSED OFFICE BUILDING  
FOR: HATCH DRILLING SUPPLIES LTD

MAIN FLOOR

MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

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**LO STUDIO**  
ARCHITECTURE

2701 W. JACKSON ROAD - RICHMOND, B.C.  
V6V 2K7  
TEL: 604-271-1111  
WWW.LO-STUDIO.COM

PROPOSED OFFICE W/6 BUILDING  
FOR: HAYDEN DRILLING SUPPLIES LTD

SECOND FLOOR



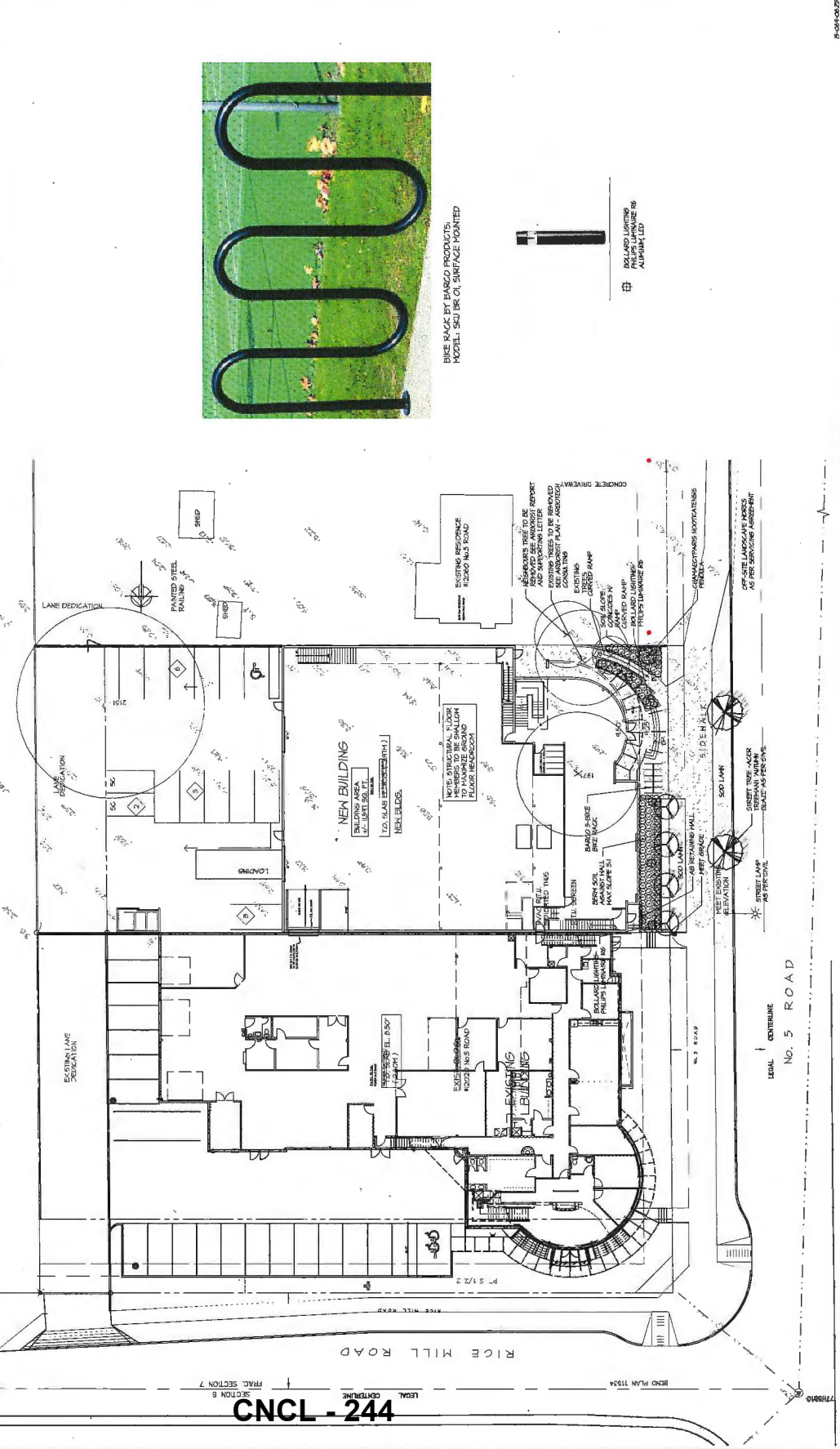
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#220 - 26 Lorne Mews  
New Westminster, British Columbia  
V3M 3J7  
Tel: 604.553.0044  
Fax: 604.553.0045  
Email: office@m2la.com

PLANT SCHEDULE			
NO.	SYM.	COMMON NAME	PLANTED SIZE / REMARKS
1	CA	CAWATIPANE MOYATIPANE 'PINDA'	84" H10 B10
2	CA	PRINS SERRILAYA 'MANGSANA'	84" H10 B10
3	CA	TAKIS X PEDIA VLA EDIE	120" H10
4	CA	LAYOKILA ANDOTIKOLA MARIBAU	120" H10
5	CA	LANGKARA PELAYA	120" H10
6	CA	ENGLISH LAVENDER	120" H10
7	CA	PRINCE OF WALES	120" H10

NOTES: 1. PLANT SITES IN THIS SET ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD LATEST EDITION. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AGENCIES. 2. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST. 3. APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. IMPROVED SUBSTITUTIONS WILL BE APPROVED. 4. PLANT MATERIAL SHALL BE PROVIDED WITH PROTECTION FOR TRUNKS AND BRANCHES. 5. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.



NO.	DATE	REVISION DESCRIPTION	BY
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9	2024	REVISED FOR PERMITTING	MM
10	2024	REVISED FOR PERMITTING	MM

PROJECT: INDUSTRIAL DEVELOPMENT HAYDEN PHASE 2  
12040 NO. 5 ROAD, RICHMOND, BC

DRAWING TITLE: LANDSCAPE PLAN

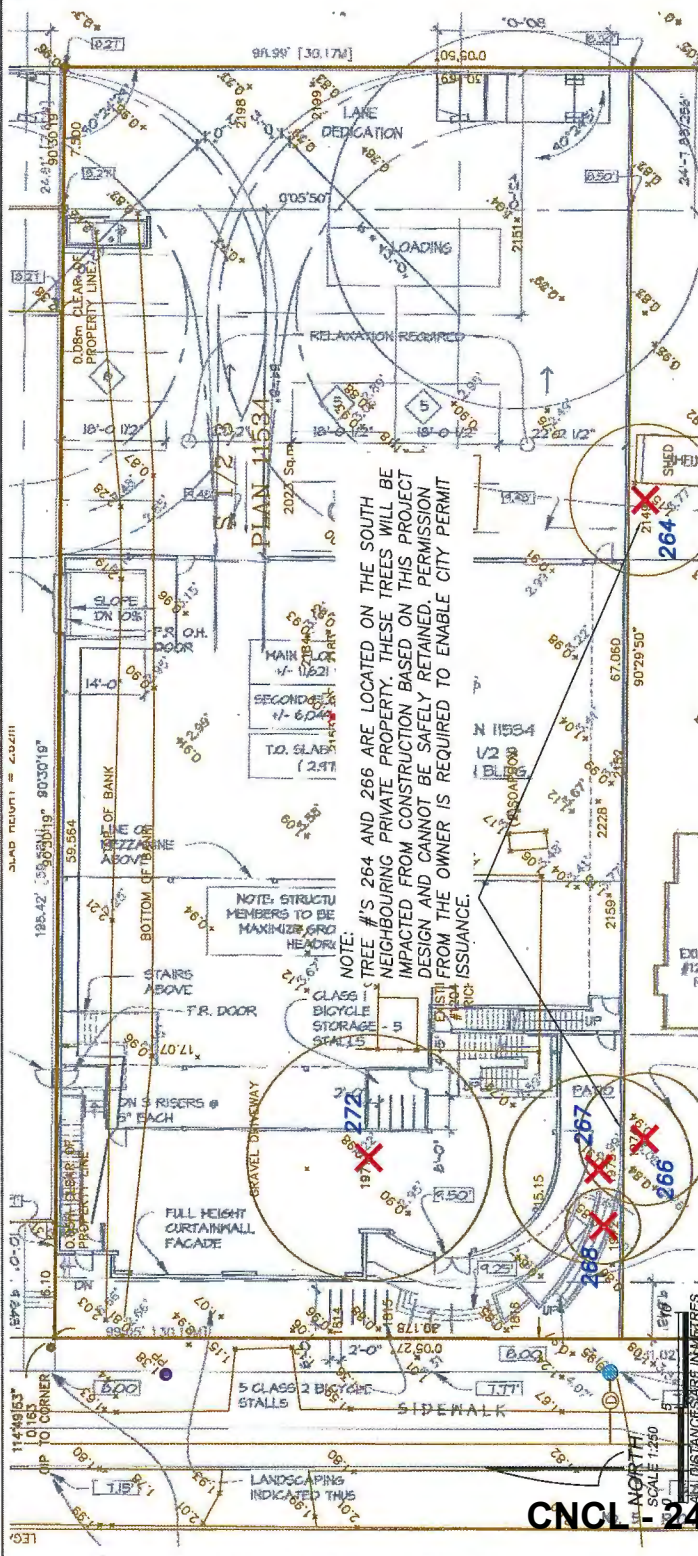
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PROJECT NUMBER: CNCL - 244





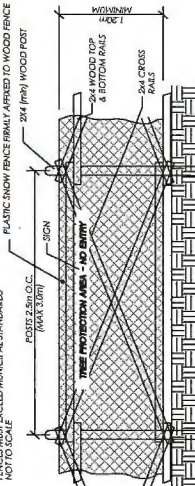
**PLAN NOTES:**  
The plan is based on data provided by the project owner. The plan is not a final design and is provided for informational purposes only. It is not to be used for construction or other purposes. The plan is subject to change without notice. The plan is not a final design and is provided for informational purposes only. It is not to be used for construction or other purposes. The plan is subject to change without notice.



# LEGEND:

- ⊗ denotes TAG NUMBER or ID REFERENCE.
- ⊕ denotes PRIORITY RANKING for treatment planning consideration.
- ⊖ denotes DRIPLINE (spread of the branches and foliage) of the tree.
- ⊙ denotes RETENTION tree (proposed).
- ⊗ denotes REMOVAL tree (proposed).
- ⊕ denotes HIGH RISK REMOVAL tree (proposed).
- ⊖ denotes OFF-SITE tree (to be protected and/or owner contacted as noted).
- ⊙ denotes NON-BY-LAW underside tree (as measured by project arborist).
- denotes SITE or STUDY AREA BOUNDARY.
- denotes TREE PROTECTION ZONE (TPZ) setback alignment as specified by project arborist.

# TREE PROTECTION FENCE DETAIL - SAMPLE



ARBORETECH GROUP CONSULTING



**ARBORTECH GROUP CONSULTING**

SUITE 145 - 12051 HORSESHOE WAY, RICHMOND, BC V7A 4V4

p 604-275-9484

# TREE MANAGEMENT DRAWING

PROJECT: LIGHT INDUSTRIAL DEVELOPMENT

ADDRESS: 12040 NO. 5 ROAD RICHMOND

CLIENT: HAYDEN DRILLING - SANFORD DESIGN

ACL FILE: 15204

SHEET: 1 OF 1

CNCL - 246



**Address:** 12040 No. 5 Road

**File No.:** RZ 14-672762

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, the developer is required to complete the following:**

1. 7.5 m wide lane dedication along the entire east property line.
2. Submission of a Landscaping Security in the amount of \$15,000 based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and contingency. The Landscape Plan includes 5 required replacement trees with the following minimum sizes (NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees):

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
5	8 cm		6 m

3. City acceptance of the developer's offer to voluntarily contribute \$2,500 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
4. Registration of a flood plain covenant on title identifying a minimum habitable elevation of 2.9 m GSC.
5. Registration of a legal agreement on title ensuring that the only means of vehicle access is through the lane to be extended at the east of the site and that no access be permitted to the site from No. 5 Road.

**As part of any tree removal permit applied for 12060 No. 5 Road in relation to the proposed redevelopment at 12040 No. 5 Road, the following requirements must be met:**

1. Provides for a minimum of 2 replacement trees located on 12060 No. 5 Road (NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees).
2. That the location of the replacement trees be located in an area and planted in a manner that maximizes opportunities for their retention upon redevelopment of 12060 No. 5 Road to the satisfaction of Tree Protection Staff.

**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. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to:
  - a) Extension of the lane – Within the 7.5 m wide lane dedication roll over curbs on both sides, pavement, lighting and extension of the storm sewer system (200 mm) approximately 28 m (including installing a new manhole at the south property line).
  - b) No. 5 Road frontage works – Road widening works to maintain the two travel lanes and accommodate a new parking lane along the east side of the road. Total pavement width to be approximately 10.15 m. On the east side of the road, install a new curb and gutter, 2 m wide grass and treed boulevard and 3 m wide asphalt trail. The developer's consultant is also required to complete a roadway lighting assessment and recommend lighting upgrades through the Servicing Agreement.
  - c) Water works – Using the OCP Model, there is 442.6 L/s of water available at a 20 psi residual at the No.5 Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 250.0 L/s. Please submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) to confirm that there is adequate available flow for onsite fire protection.

- Disconnect the existing water connection along No. 5 Road and Install a new 25mm diameter water connection complete with meter and meter box.
- d) Storm sewer works – On-site drainage to be designed to be directed to the south west corner of the site. Upgrade the existing storm sewer connection and inspection chamber located at the south west corner of the site to meet City engineering requirements.
- e) Sanitary works – Extend south approximately 30m of a new 200mm sanitary sewer from the existing cap SCP52138. Terminate with manhole at the south property line. Install a new sanitary service connection complete with inspection chamber off of the newly constructed sewer. At Developers cost, the City is to perform all tie-in for proposed works to existing City infrastructure.
- f) General - Developer to coordinate with BC Hydro, Telus and other private communication service providers:
  - To underground proposed Hydro service lines.
  - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).
  - Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or 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.
  - A sediment and control plan is required.
- 3. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
- 4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

- SIGNED COPY ON FILE -

Signed

Date  
**CNCL - 248**





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9584 (RZ 14-672762)  
12040 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 of the following area and by designating it **"LIGHT INDUSTRIAL (IL)"**.

P.I.D. 003-606-520

South Half Lot 3 Sections 6 and 7 Block 3 North Range 5 West New Westminster District  
Plan 11534

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9584"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by <i>BK</i>
APPROVED by Director or Solicitor <i>il</i>

\_\_\_\_\_  
MAYOR

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



**Waterworks and Water Rates Bylaw No. 5637  
Amendment Bylaw No. 9570**

The Council of the City of Richmond enacts as follows:

1. The **Waterworks and Water Rates Bylaw No. 5637**, as amended, is further amended:
  - (a) by deleting Schedule D in its entirety and substituting Schedule A attached to and forming part of this Bylaw.
2. This Bylaw is cited as **“Waterworks And Water Rates Bylaw No. 5637, Amendment Bylaw No. 9570”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

JUN 27 2016

JUN 27 2016

JUN 27 2016

CITY OF RICHMOND
APPROVED for content by originating dept. 
APPROVED for legality by Solicitor 

\_\_\_\_\_  
MAYOR

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

**SCHEDULE A to AMENDMENT BYLAW No. 9570****SCHEDULE "D" to BYLAW 5637****1. WATER CONNECTION CHARGE**

<b>One-Family, Two-Family, Multi-Family, Industrial, Commercial Water Connection Size</b>	<b>Connection Charge</b>	
	<b>Tie In Charge</b>	<b>Price Per Metre of Service Pipe</b>
25mm (1") diameter	\$2,550	\$175.00
40mm (1 ½") diameter	\$3,500	\$175.00
50mm (2") diameter	\$3,650	\$175.00
100mm (4") diameter or larger	in accordance with Section 38	in accordance with Section 38

**2. DESIGN PLAN PREPARED BY CITY**

Design plan prepared by City for one-family dwelling or two-family dwelling \$1,000 each

Design plan for all other buildings \$2,000

**3. WATER METER INSTALLATION FEE**

Install water meter [s. 3A(a)] \$1,000 each



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9240 (RZ 14-669511)  
9560 Alexandra Road**

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

1. Richmond Zoning Bylaw 8500 is amended by repealing the existing zoning designation of the following area and by designating it **“TOWN HOUSING (ZT67) – ALEXANDRA NEIGHBOURHOOD (WEST CAMBIE)”**;

P.I.D. 013-044-061

Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan 80461

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9240”**.

FIRST READING

APR 27 2015

PUBLIC HEARING

MAY 19 2015

SECOND READING

MAY 19 2015

THIRD READING

MAY 19 2015

OTHER CONDITIONS SATISFIED

JUN 30 2016

ADOPTED

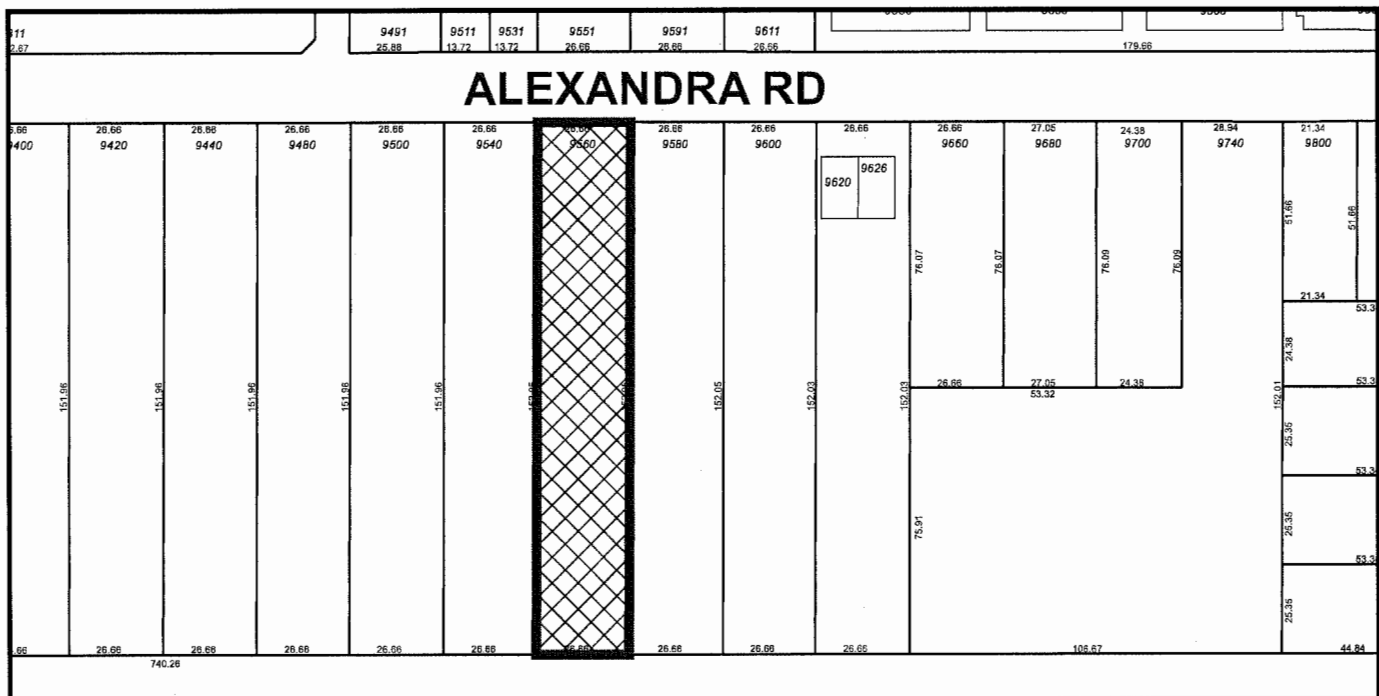
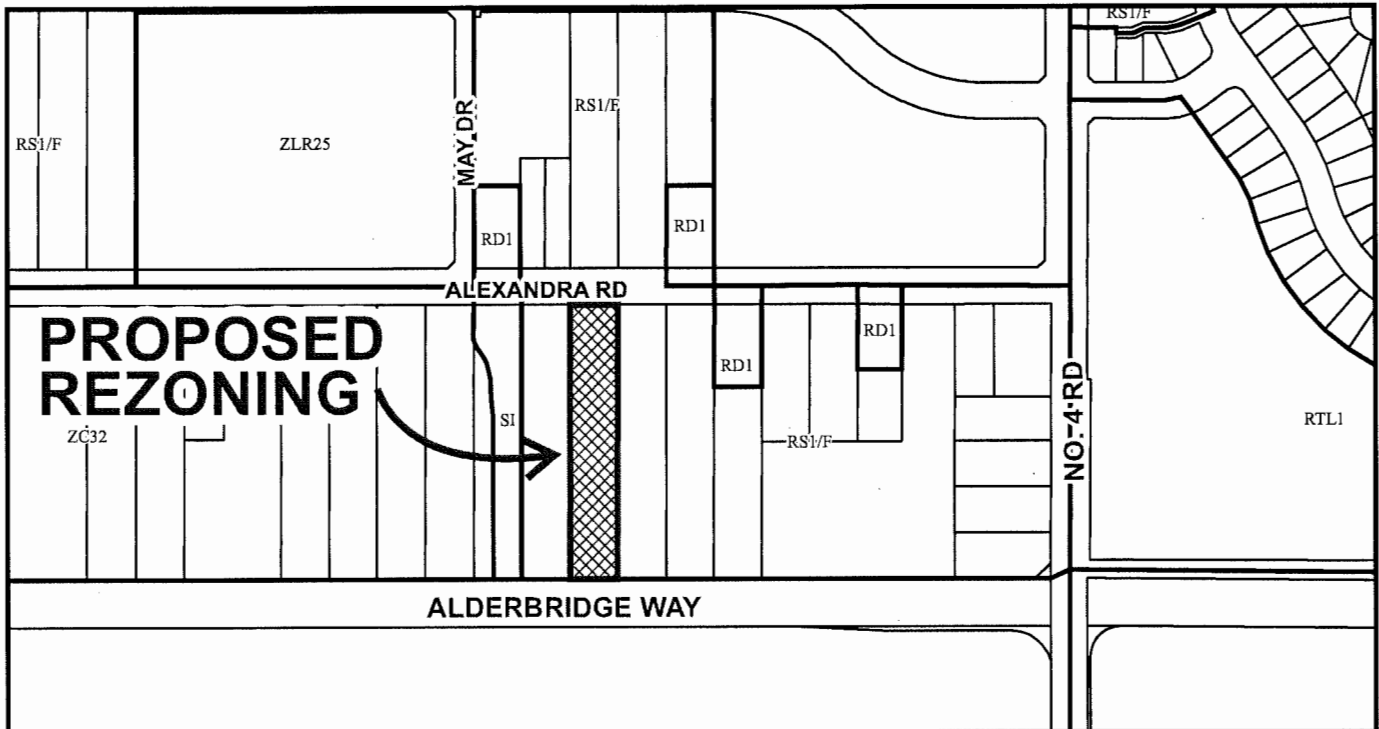


\_\_\_\_\_  
MAYOR

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



# City of Richmond



RZ 14-669511

Original Date: 08/27/14

Revision Date:

Note: Dimensions are in METRES





**Development Permit Panel  
Wednesday, June 29, 2016**

Time: 3:30 p.m.  
Place: Council Chambers  
Richmond City Hall  
Present: Joe Erceg, Chair  
John Irving, Director, Engineering  
Victor Wei, Director, Transportation

The meeting was called to order at 3:30 p.m.

**Minutes**

It was moved and seconded

*That the minutes of the meeting of the Development Permit Panel held on June 15, 2016, be adopted.*

**CARRIED**

**1. Development Permit 15-703204**  
(File Ref. No.: DP 15-703204) (REDMS No. 5020234)

APPLICANT: Matthew Cheng Architect Inc.

PROPERTY LOCATION: 7751 Heather Street

**INTENT OF PERMIT:**

1. Permit the construction of five (5) townhouses at 7751 Heather Street on a site zoned "High Density Townhouses (RTH2)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
  - (a) Allow one (1) of the required resident vehicle parking spaces to be a small parking space.

## **Development Permit Panel**

### **Wednesday, June 29, 2016**

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#### **Applicant's Comments**

Matthew Cheng, Matthew Cheng Architect Inc., provided background information on the proposed development and highlighted the following:

- the proposed 5-unit townhouse development is located on a residual site;
- the architectural form and character of the proposed development complement the surrounding townhouse developments;
- the proposed single vehicle access point to the site is from Turnill Street;
- the applicant is providing a cash-in-lieu contribution for Affordable Housing in keeping with the rezoning requirements;
- eight resident bicycle parking spaces and a bicycle rack for two visitor bicycles are proposed;
- outdoor amenity space is proposed to be located in the north portion of the site;
- a convertible unit and aging-in-place features for townhouse units are provided; and
- the townhouse units are designed to achieve an EnerGuide 82 rating.

Denitsa Dimitrova, PMG Landscape Architects, briefed the Panel on the main landscaping features of the proposed development and noted the following:

- each townhouse unit is provided with a private yard, small patio and shade tree;
- the streetscape is enhanced by a low transparent aluminum fence;
- a six-foot wood fence along the south and west property lines provides privacy to neighbours;
- each townhouse unit is separated by a fence;
- the outdoor amenity space includes a small play area for younger children, a bicycle rack, a bench and mailbox kiosk; and
- permeable paving is introduced at the driveway entrance adjacent to the outdoor amenity space and at the visitor surface parking stall.

#### **Panel Discussion**

In response to a query from the Panel, Mr. Cheng confirmed that the proposed small parking space in the garage of the southwest unit, which is subject to a variance request, is larger than a small car parking space, but approximately a foot short of the required length of a standard indoor parking space.

In response to a query from the Panel, Ms. Dimitrova stated that (i) the proposed outdoor amenity space is separated from the concrete sidewalk on the north by a 42-inch tall transparent fence and planting strip and (ii) the applicant will consider the suggestion to introduce permeable pavers adjacent to the visitor parking space to provide an end treatment to the internal drive aisle.

## Development Permit Panel

### Wednesday, June 29, 2016

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#### Staff Comments

Wayne Craig, Director, Development, advised that (i) there will be off-site frontage improvements associated with the proposed development through City Work Order, and (ii) two existing boulevard trees will be relocated within the boulevard.

In response to queries from the Panel, Mr. Craig confirmed that (i) the density of the proposed development is consistent with the Zoning Bylaw and (ii) the applicant is providing a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund.

#### Correspondence

Anonymous Residents, 28-7733 Heather St. ([Schedule 1](#))

Mr. Craig stated that the unnamed occupants of the subject residential unit expressed concern regarding the rezoning of the subject site due to insufficiency of parking in the area.

In response to a query from the Panel, Mr. Craig confirmed that the proposed development complies with the Zoning Bylaw's parking requirement, except for the requested variance to the size of one required resident vehicle parking space.

#### Gallery Comments

None.

#### Panel Decision

It was moved and seconded

*That a Development Permit be issued which would:*

1. *Permit the construction of five (5) townhouses at 7751 Heather Street on a site zoned "High Density Townhouses (RTH2)"; and*
2. *Vary the provisions of Richmond Zoning Bylaw 8500 to:*
  - (a) *Allow one (1) of the required resident vehicle parking spaces to be a small parking space.*

**CARRIED**

#### 2. Development Permit 15-716268

(File Ref. No.: 15-716268)( REDMS No. 5036252 v. 3)

APPLICANT: Oris Developments (Hamilton) Corp.

PROPERTY LOCATION: 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway

3.

## Development Permit Panel

### Wednesday, June 29, 2016

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#### INTENT OF PERMIT:

1. Permit the construction of a 69-unit mixed use building on 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway on a site zoned "Residential/Limited Commercial (ZMU29) – Neighbourhood Village Centre (Hamilton)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to relax the requirement for one (1) on-site, medium size loading space.

#### Applicant's Comments

Dana Westermarck, Oris Consulting Ltd., provided background information on Oris' Parcels 2 and 3 project, noting that (i) three affordable housing units will be provided in lieu of the affordable housing cash contributions for both Parcels 2 and 3, (ii) a geo-exchange system will be introduced for heating, cooling and recirculation of waste energy in the two buildings in Parcels 2 and 3, (iii) the shared partially below-grade parkade for Parcels 2 and 3 will be accessed from the north side of Parcel 3 off the future New Road, (iv) the interim New Road will extend eastward and ultimately connect to Smith Crescent, and (v) Gilley Road will be raised by up to 8 feet.

Keith Hemphill, Rositch Hemphill Architects, with the aid of a visual presentation (attached to and forming part of these Minutes as Schedule 2), provided an overview of Parcels 2 and 3 and highlighted the following:

- raising the habitable space for the proposed development to a new floodplain level resulted in interim and future conditions and challenges in the project;
- proposed parkades for Parcels 2 and 3 are partially below-grade and will be connected;
- the loading space and fire access are temporarily located on Gilley Road but the loading space will be relocated as part of future developments;
- Gilley Road will be reconstructed to create a High Street with retail spaces facing the road;
- high quality materials will be used for the two buildings in Parcels 2 and 3 which are differentiated through the use of different colours and types of building materials;
- a 2.5-meter grade change at the corner of Gilley Road and Westminster Highway has been addressed through appropriate architectural and landscaping treatments;
- the entrance to the shared underground parkade, vehicle drop-off and pick-up area for residents and loading are proposed to be provided on the north elevation of Parcel 3 which is facing the future New Road; and
- the proposed north-south greenway at the eastern side of the subject site provides a significant pedestrian link within the project.

## **Development Permit Panel**

### **Wednesday, June 29, 2016**

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Doug Shearer, Hapa Collaborative, noted the main landscaping features for Parcels 2 and 3 and stated the following:

- the landscape design rationale for Parcels 2 and 3 is to revitalize the Hamilton Area and create a vibrant and accessible landscape;
- the two buildings in Parcels 2 and 3 enclose a landscaped central courtyard with shared uses for both parcels and specific uses for each parcel;
- the publicly accessible north-south greenway and the semi-private east-west pathway between the two parcels enhance pedestrian connectivity within the project;
- the proposed landscaping defines the public, semi-private and private spaces in the project;
- Parcels 2 and 3 provide opportunities for residents to gather, play and socialize;
- wide and heavily landscaped terraces provide a buffer to Westminster Highway and an attractive transition to the adjacent streetscape;
- proposed landscaping for Gilley Road High Street includes feature paving and planting of new street trees;
- the High Street Plaza at the southwest corner of Parcel 2 is a place where people could gather and socialize and connects Gilley Road to the north-south greenway;
- a variety of conditions along Westminster Highway provide diversity on the west elevation of the project;
- a secure walkway on the west side of the building in Parcel 3 is provided as an amenity for residents; and
- amenities in the south courtyard for Parcel 3 include, among others, community garden plots, garden shed, seating benches, a gazebo, and a separate private area dedicated for memory ward residents.

#### **Panel Discussion**

In response to a query from the Panel, Mr. Hemphill advised that a transparent partition will separate commercial parking from residential parking in the underground parkade.

In response to a query from the Panel, Mr. Westermarck stated that in order to focus the residents' attention to the various program elements in the internal courtyard, a soft building backdrop would be appropriate, thus the red vertical columns found in other elevations need not be integrated in the building façade facing the courtyard.

In response to a query from the Panel, Mr. Westermarck confirmed that a person in wheelchair coming from Westminster Highway can access the internal courtyard through the residential component in Parcel 2 and the accessible building entry in Parcel 3.



## Development Permit Panel

### Wednesday, June 29, 2016

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In response to a query from the Panel, Mr. Hemphill and Mr. Westermarck noted that (i) the underground parkade, being a non-habitable space, has a lower floodplain level and (ii) the proposed design of the parkade will minimize damage to the parkade structure in the event of flooding.

In response to a query from the Panel, Mr. Westermarck advised that (i) a future increase in the elevation of Westminster Highway will benefit the project as it will reduce the grade change between the podium level and the sidewalk, and (ii) a five-foot increase in the elevation of Westminster Highway will not adversely impact the parkade wall structure.

In response to a query from the Panel, Mr. Hemphill commented that the shadow analysis reveal that the proposed location of the community garden plots will receive adequate sun exposure.

#### Staff Comments

Mr. Craig noted that (i) Parcel 2 provides 41 Basic Universal Housing units, and (ii) the three variances requested for Parcel 3 are related to the proposed increase in the permitted height and projection of an architectural feature to add visual interest to the building and reduction of the south interior side yard setback for a garden shed located in close proximity to the shared property line between the two projects.

#### Panel Discussion

The Chair commended the applicant for the hard work done on the project and for successfully addressing the challenging condition at Westminster Highway.

#### Correspondence

None.

#### Gallery Comments

None.

#### Panel Decision

It was moved and seconded

*That a Development Permit be issued which would:*

1. *Permit the construction of a 69-unit mixed use building on 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway on a site zoned "Residential/Limited Commercial (ZMU29) – Neighbourhood Village Centre (Hamilton)"; and*
2. *Vary the provisions of Richmond Zoning Bylaw 8500 to relax the requirement for one (1) on-site, medium size loading space.*

**CARRIED**

**Development Permit Panel**  
**Wednesday, June 29, 2016**

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**3. Development Permit 15-716274**

(File Ref. No.: DV 15-716274)( REDMS No. 5024605 v. 2)

APPLICANT: Oris Developments (Hamilton) Corp.

PROPERTY LOCATION: Parts of 23241 and 23281 Gilley Road, and part of 23060, 23066, 23080, and part of 23100 Westminster Highway

**INTENT OF PERMIT:**

1. Permit the construction of a 130-unit seniors housing building on parts of 23241 and 23281 Gilley Road, and part of 23060, 23066, 23080, and part of 23100 Westminster Highway on a site zoned "Low Rise Apartment (ZLR27) – Neighbourhood Village Centre (Hamilton)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
  - (a) Increase the maximum permitted height from 17.0 m (55.77 ft.) to 17.6 m (57.77 ft.) for an architectural feature on the north elevation of the building;
  - (b) Increase the maximum permitted projection into the north setback from 0.60 m (2.0 ft.) to 1.07 m (3.5 ft.) for an architectural feature on the north elevation of the building; and
  - (c) Reduce the south interior side yard setback for a garden shed from 3.0 m (9.8 ft.) to 0.30 m (1.0 ft.).

**Applicant's Comments**

(See Applicant's Comments in Item 2 - Development Permit 15-716268 on pages 4-5 of these Minutes)

**Panel Discussion**

(See Panel Discussion in Item 2 on pages 5 and 6 of these Minutes)

**Staff Comments**

(See Staff Comments in Item 2 on page 6 of these Minutes)

**Correspondence**

None.

**Gallery Comments**

None.

**Development Permit Panel**  
**Wednesday, June 29, 2016**

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**Panel Decision**

It was moved and seconded

*That a Development Permit be issued which would:*

1. *Permit the construction of a 130-unit seniors housing building on parts of 23241 and 23281 Gilley Road, and part of 23060, 23066, 23080, and part of 23100 Westminster Highway on a site zoned "Low Rise Apartment (ZLR27) – Neighbourhood Village Centre (Hamilton)"; and*
2. *Vary the provisions of Richmond Zoning Bylaw 8500 to:*
  - (a) *Increase the maximum permitted height from 17.0 m (55.77 ft.) to 17.6 m (57.77 ft.) for an architectural feature on the north elevation of the building;*
  - (b) *Increase the maximum permitted projection into the north setback from 0.60 m (2.0 ft.) to 1.07 m (3.5 ft.) for an architectural feature on the north elevation of the building; and*
  - (c) *Reduce the south interior side yard setback for a garden shed from 3.0 m (9.8 ft.) to 0.30 m (1.0 ft.).*

**CARRIED**

4. **Date of Next Meeting: July 13, 2016**

5. **Adjournment**

It was moved and seconded

*That the meeting be adjourned at 4:34 p.m.*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Development Permit Panel of the Council of the City of Richmond held on Wednesday, June 29, 2016.

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Joe Erceg  
Chair

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Rustico Agawin  
Auxiliary Committee Clerk

Schedule 1 to the Minutes of the  
Development Permit Panel  
meeting held on Wednesday,  
June 29, 2016.

<b>To Development Permit Panel</b>	
Date:	<u>June 29, 2016</u>
Item #	<u>1</u>
Re:	<u>DP 15 - 703204</u>
_____	

To: City clerk's office.

On the subject of:

7751 Heather Street

(5) Townhouse development permit panel meeting.

As the owners of unit #28 7733 Heather Street,  
we disagree on the subject of rezoning of 5  
townhouses in area 7751 due to insufficient parking  
near our residence and over development of  
townhomes in the area.

Sincerely,

The residents of 28 - 7733 Heather Street.





CNCL - 263

# HAMILTON

Parcels 2 & 3

## LANDS

CITY HALL - #5059787-V4  
006\_panel\_presentation\_for\_Oris\_Parcels  
16\_.pptx



HAPA

ORIS



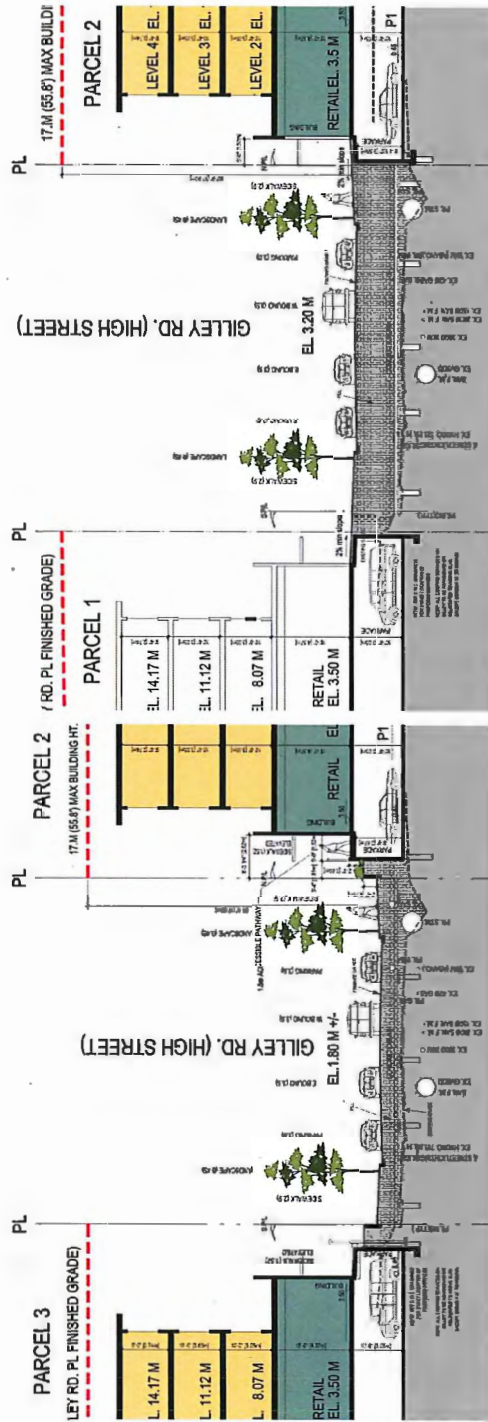












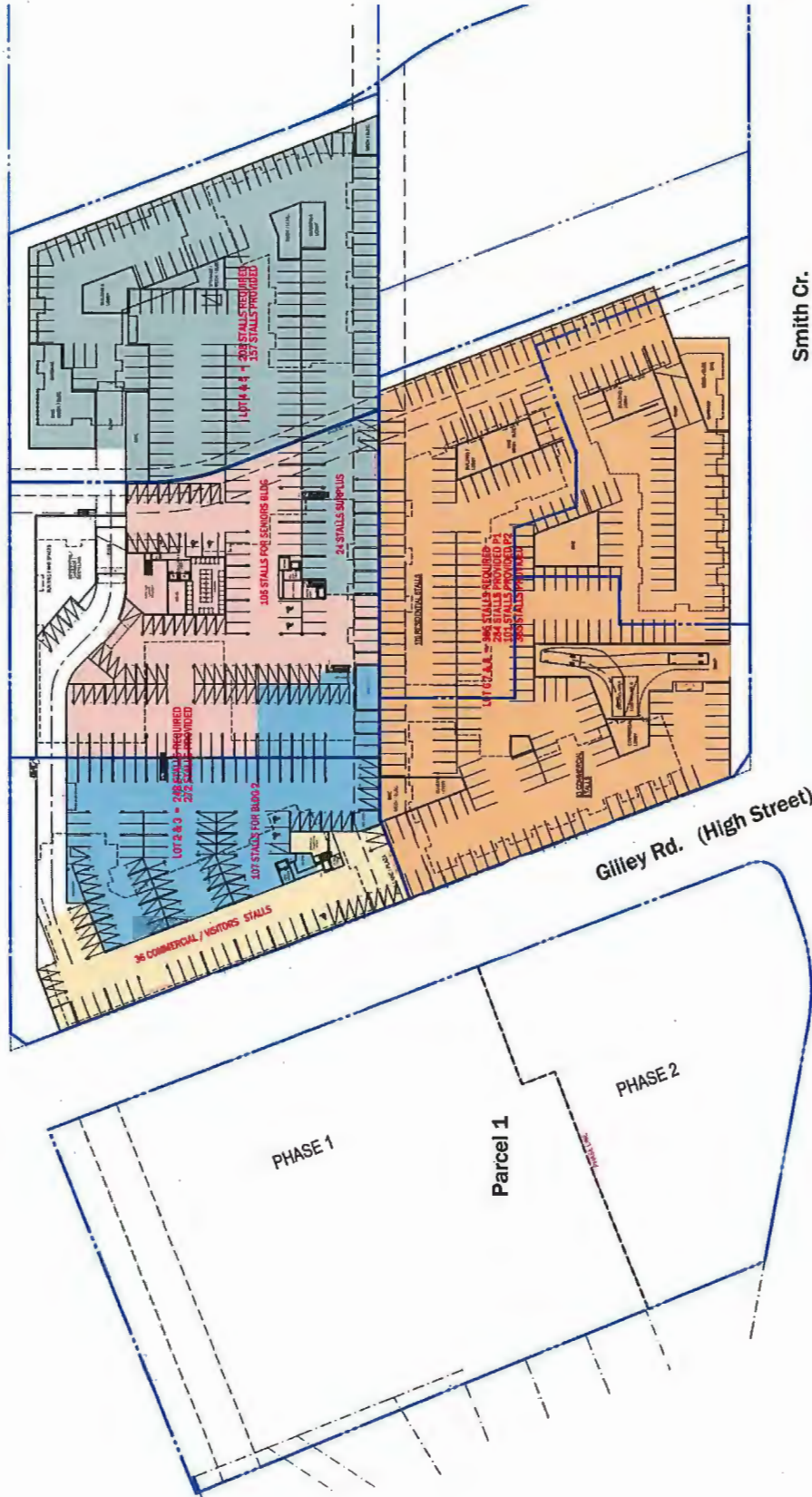
SECTION 4

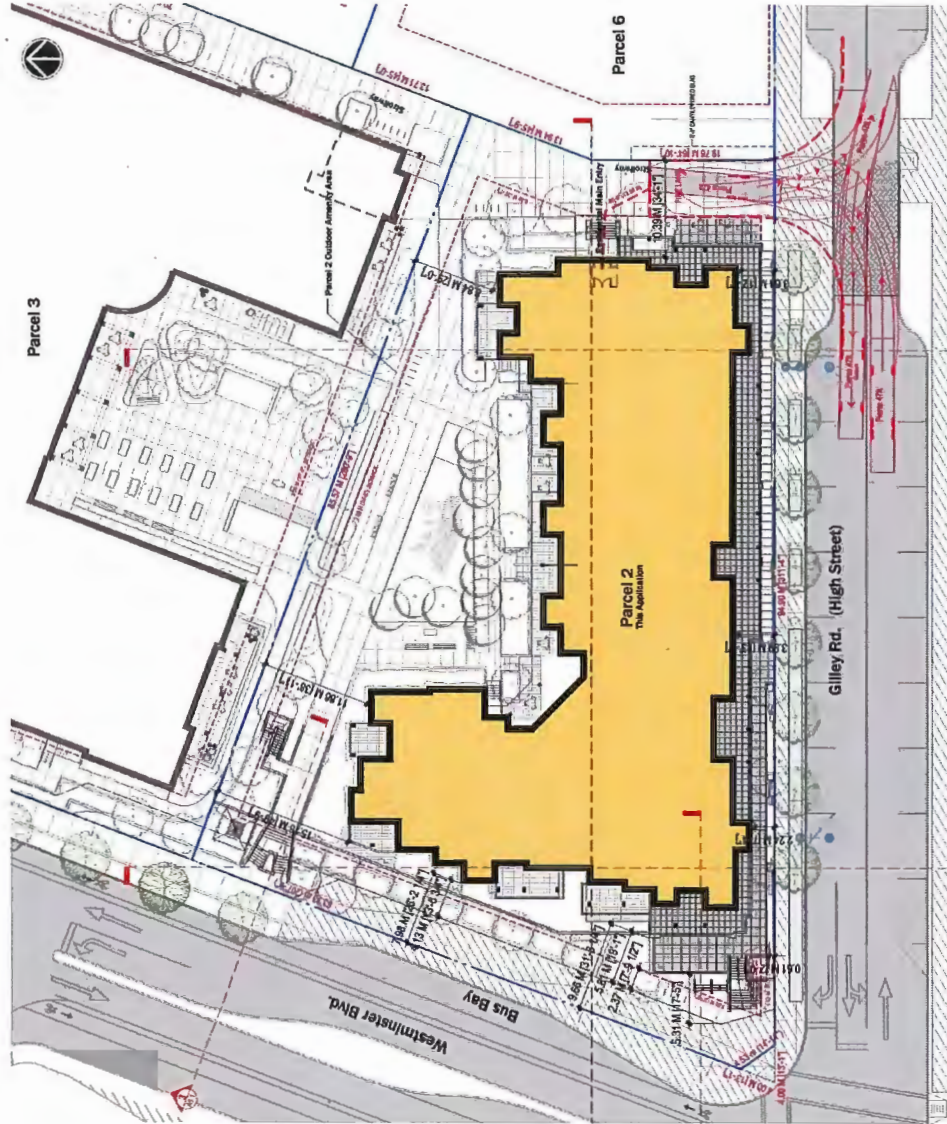
SECTION 3





Westminster Blvd.





Parcel 1

CITYHALL-#5059787-V

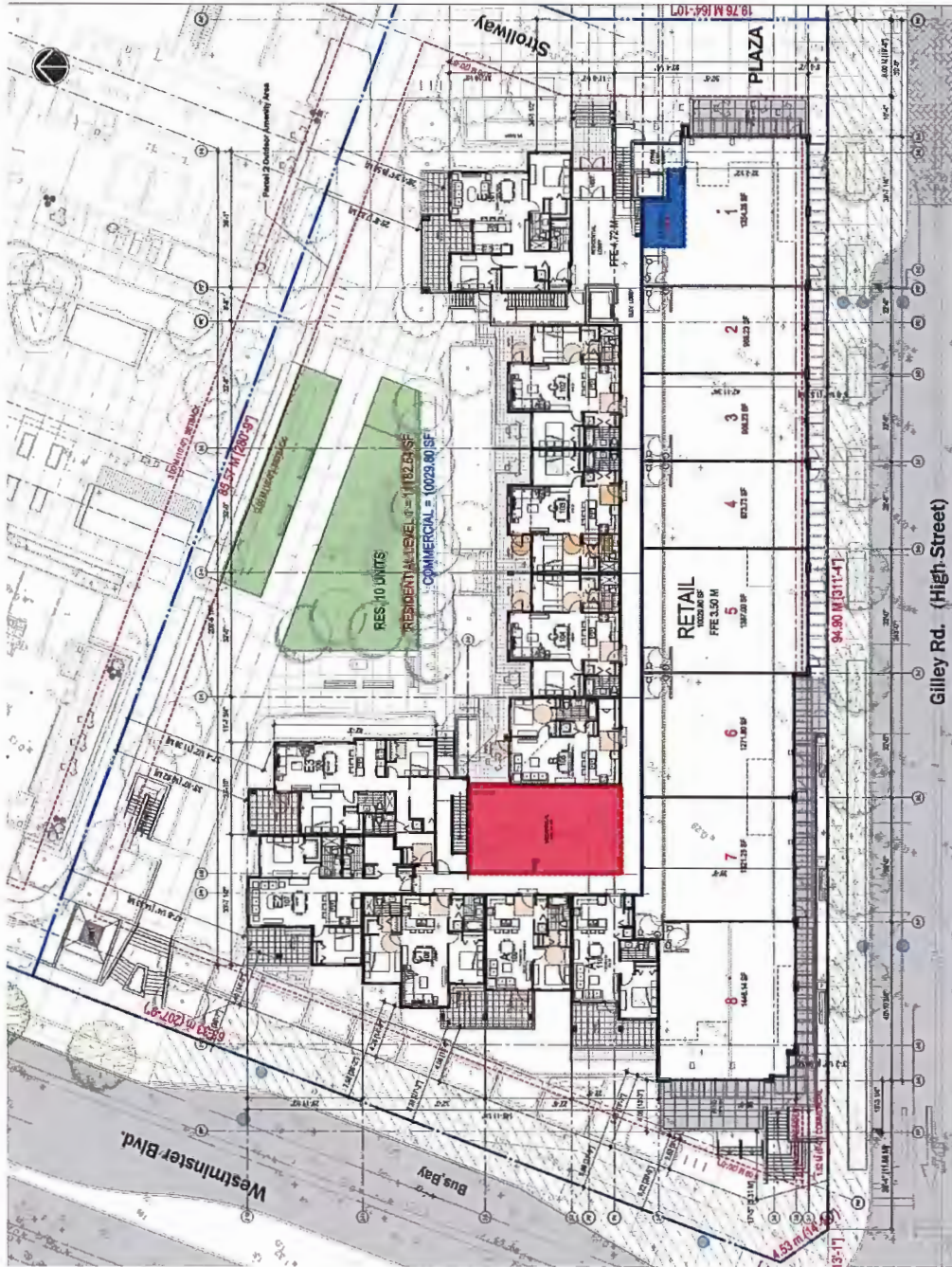
HAMILTON LANDS Parcel 2 presentation\_for\_Oris\_Parcels June 29, 2016  
16\_PPTX



HAPA





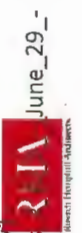


CITYHALL-#5059787-16  
 HAMILTON LANDS Parcel Presentation\_for\_Oris\_Parcels  
 16\_PPTX  
 June 29, 2016  
 HAPA  
 ORIS



Gilley Rd. (High Street)

CITYHALL-#5059787-V  
**HAMILTON LANDS Parcel Presentation\_for\_Oris\_Parcels**  
 June\_29\_-  
 16\_.PPTX





FINISH SCHEDULE		
ITEM #	DESCRIPTION	COLOR
1	PAINT - INTERIOR WALLS	WHITE
2	PAINT - EXTERIOR WALLS	WHITE
3	PAINT - INTERIOR CEILING	WHITE
4	PAINT - EXTERIOR CEILING	WHITE
5	PAINT - INTERIOR FLOORS	WHITE
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CITYHALL-#5059787-V-RAIA June\_29\_-

HAMILTON LANDS Parcel Presentation\_for\_Oris\_Parcels 16\_PPTX

Revised: Hamilton, Arkansas





CITYHALL-#5059787-V  
HAMILTON LANDS **RAIA** June\_29\_--  
Presentation\_for\_Oris\_Parcels  
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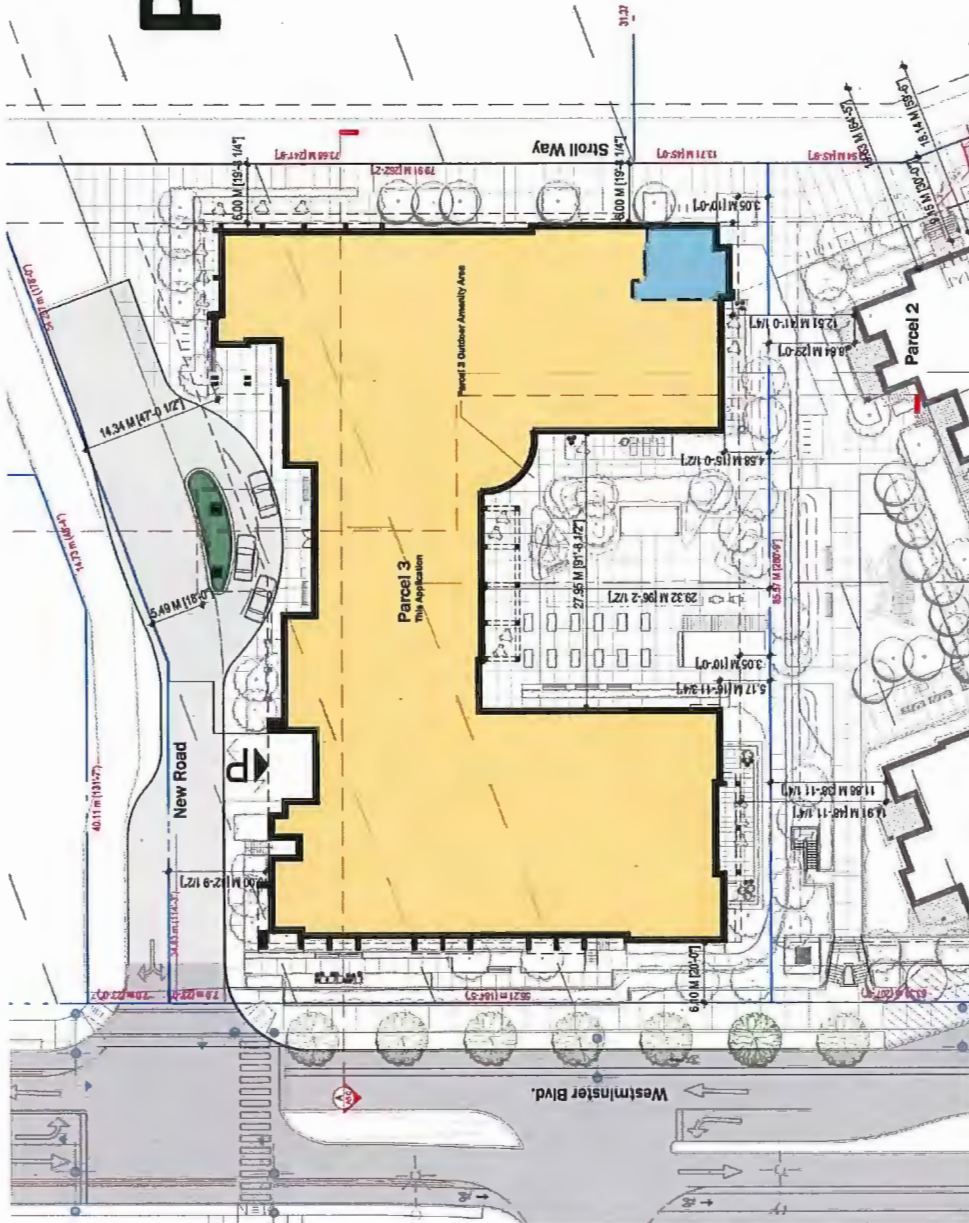
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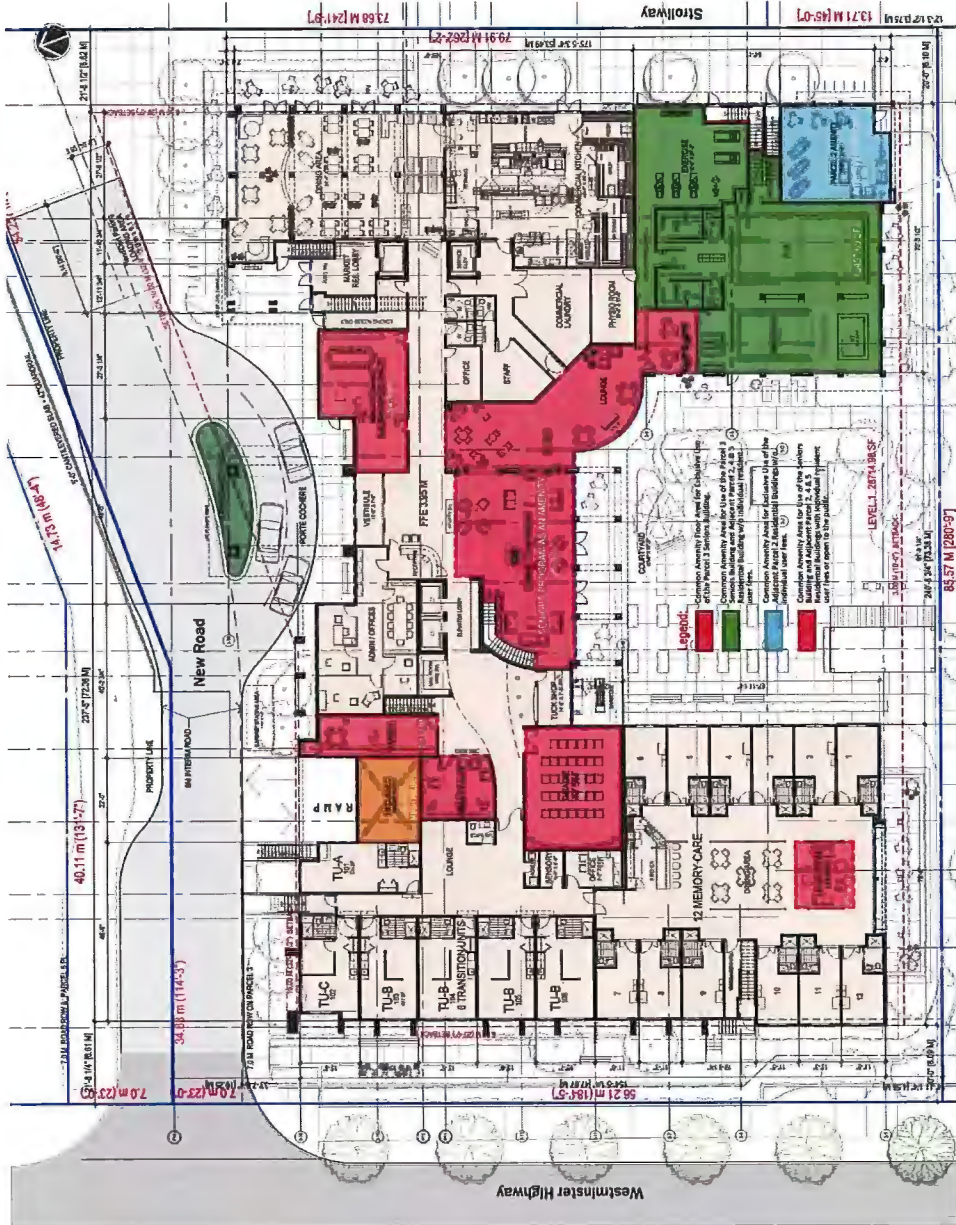
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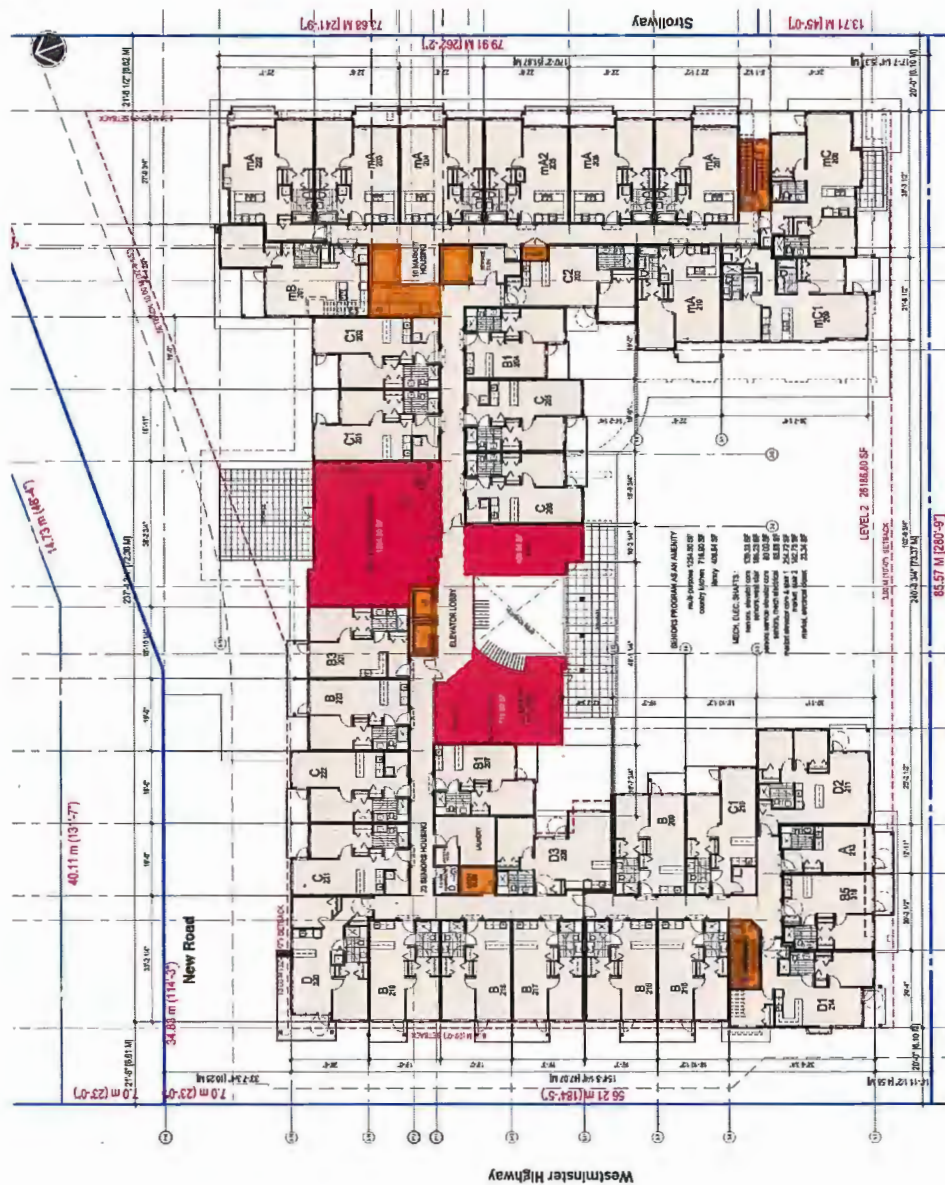
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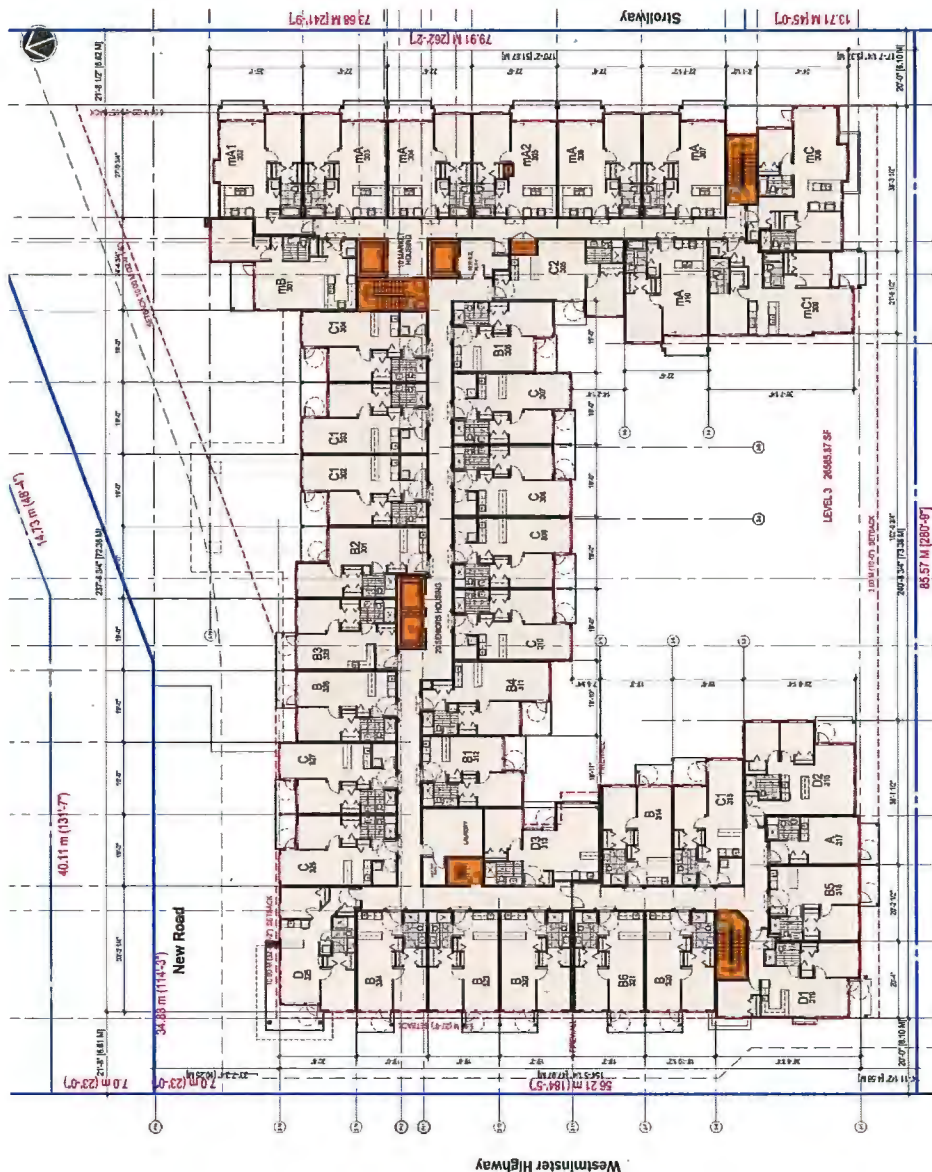
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View at Westminster Hwy & New Road (Mid-Aerial View)

View at Westminster Hwy & New Road

CITY/HALL-#5059787-V



H A P A

June 2016

RIVA

HAMILTON LANDS Parcel Presentation\_for\_Oris\_Parcels

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CITYHALL-#5059787-v1-

HAMILTON LANDS Parcels 2 & 3 Station for Oris Parcels 2 & 3

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# Landscape Rationale

## Area Revitalization

As part of the revitalization of the Hamilton Lands the mixed use development on Parcel 2 and neighbouring Parcel 3 seniors' housing facility provide improvements to pedestrian connections, high quality streetscapes and enhancements to the open space network. A hierarchy of open spaces has been introduced for both parcels that provides a rich environment of private and public landscape types. For Parcel 2 the following landscape types are proposed: boulevards, street trees and adjacent soft landscape on Westminister Highway; alley as a high street with ample pedestrian realm; soft landscape and connections to ground floor commercial spaces; a pocket plaza at the south end of the north-south stroll way; and a green space with a play area connecting to the east-west walkway between Parcel 2 and 3.

## Pedestrian Connectivity

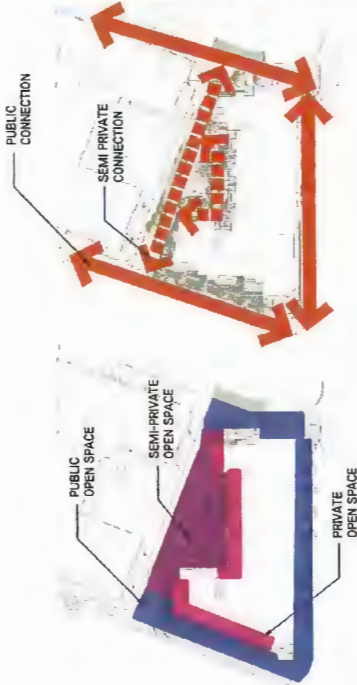
The north-south strollway on the east side of the site will improve pedestrian connectivity within the greater development as it is built out. The east-west pathway between the two parcels provides further connectivity for those living in the Parcel 2 & 3 buildings.

## Defining the Edge between Public and Private

Layers of groundcovers, perennials, grasses, shrubs and evergreen climbing plants softly screen walls and fences that define the edges between public space and private patios on Westminister Highway. Gates located at the east and west access points delineate the transition from public space to the semi-private common outdoor amenity area. Landscape plantings further buffer residential patios facing on to the outdoor amenity area with gates marking the transition from semi-private to private patio space.

## Programming, Amenities and Opportunities for Play

A cluster of Raywood Ash trees on grassed borms form an 'outdoor room' in the common amenity area adjacent to the east-west walkway bordering the neighbouring parcel. The outdoor room features a barbecue, gathering area and a children's play area, which provide opportunities for socialization and play. Public art is proposed at key locations on Parcel 2. Bike parking has also been accommodated for residents, visitors, and commercial users.









# Landscape Rationale

## Area Revitalization

As part of the revitalization of the Hamilton Lands the development of the seniors' housing facility on Parcel 3 and neighbouring Parcel 2 mixed use development provide improvements to pedestrian connections, high quality streetscapes and enhancements to the open space network. A hierarchy of open spaces has been introduced for both parcels that provides a rich environment of private and public landscape types. For Parcel 3 the following landscape types are proposed: boulevards, street trees and adjacent soft landscape on Westminister Highway; a south facing, well programmed secure courtyard space; and secure perimeter walking route.

## Pedestrian Connectivity

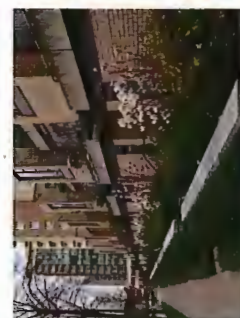
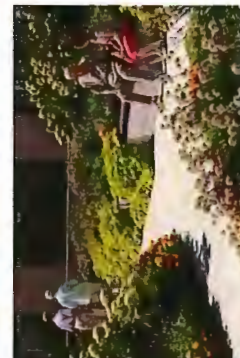
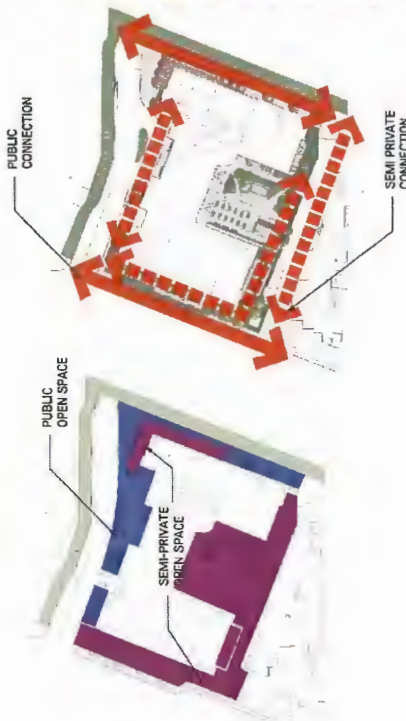
The north-south strollway on the east side of the site will improve pedestrian connectivity within the greater development as it is built out. The east-west pathway between the two parcels provides further connectivity for those living in Parcel 2 & 3 buildings. A secure walkway on the west side of the building provides amenity for residents.

## Defining the Edge between Public and Private

Laymord plantings screen walls and fences that define the edges between public space and private space on Westminister Highway. Gates located at the north, east, west and south access points delineate the shift from public space to the internal courtyard. To the south plant beds and fencing mark the transition between the Parcel 3 courtyard and walkway to the adjacent parcel. The internal courtyard and west strollway are secure, as is the memory garden, which is separate from all the other spaces.

## Programming and Opportunities for Recreation

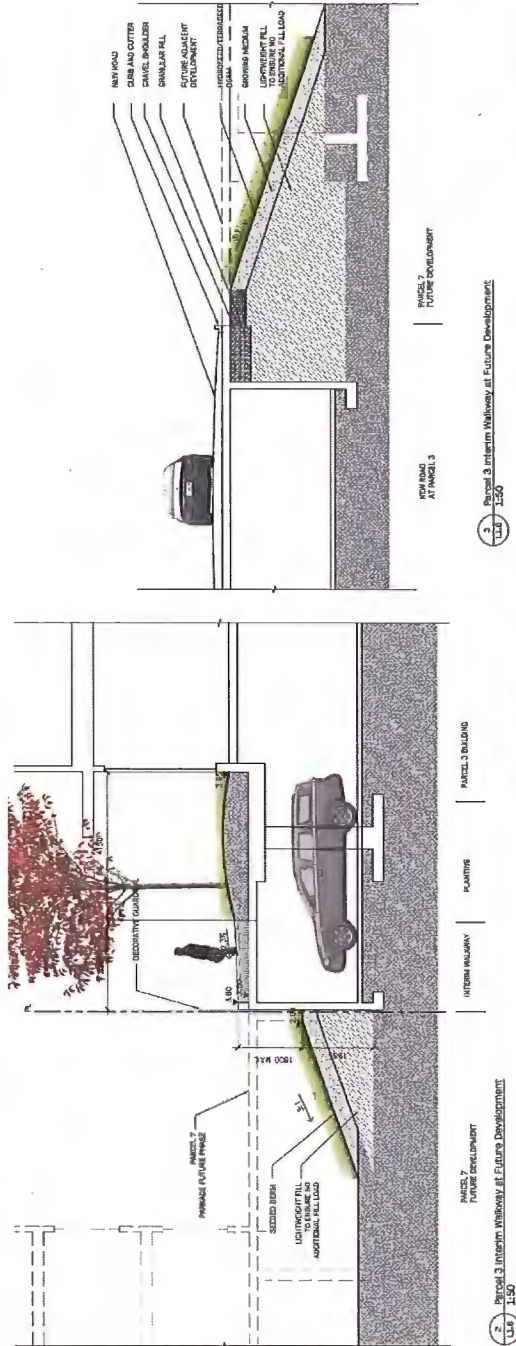
The well programmed secured courtyard space provides recreation, socialization and activity space for Parcel 3 residents. Urban agriculture planters and a potting shed provide residents with the facilities for gardening activities for Parcel 3 residents. The shuffle board and gazebo provide opportunities for recreation and socialization within the courtyard. The landscaped walking route extends from the courtyard and following the south and west perimeter of the building providing residents with access to recreation.













# HAMILTON

THANK YOU

# LANDS

City Hall #5059787-V  
Presentation for Oris Parcels  
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ORIS

CITYHALL-#5059787-v1-  
DP\_Panel\_Presentation\_for\_Oris\_Parcels\_2\_&\_3\_-\_June\_29\_-  
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# City of Richmond

## Report to Council

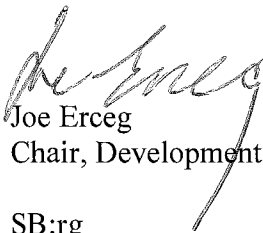
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**To:** Richmond City Council  
**From:** Joe Erceg  
Chair, Development Permit Panel  
**Date:** July 6, 2016  
**File:** 01-0100-20-DPER1-  
01/2015-Vol 01  
**Re:** Development Permit Panel Meetings Held on April 13, 2016, April 27, 2016 and  
June 15, 2016

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### Staff Recommendation

1. That the recommendation of the Panel to authorize the issuance of:
  - a) A Development Permit (DP 15-700370) for the property at 9560 Alexandra Road; and
  - b) A Development Permit (DP 14-662341) for the property at 6900 Pearson Way;be endorsed, and the Permit so issued.



Joe Erceg  
Chair, Development Permit Panel

SB:rg

### **Panel Report**

The Development Permit Panel considered the following items at its meetings held on April 13, 2016, April 27, 2016 and June 15, 2016.

#### **DP 15-700370 – YAMAMOTO ARCHITECTURE INC. – 9560 ALEXANDRA ROAD** (April 13, 2016 and April 27, 2016)

At the Panel meetings held on April 13, 2016 and April 27, 2016, the Panel considered a Development Permit application to permit the construction of 20 three-storey townhouse units on a site zoned “Town Housing (ZT67)”. No variances are included in the proposal.

At the Panel meeting held on April 13, 2016, Architect, Taizo Yamamoto, of Yamamoto Architecture, Inc., and Landscape Architect, Denitsa Dimitrova, of PMG Landscape Architects, provided a brief presentation, noting that:

- A 20 m wide area along the northern edge of the subject site will be provided for the east-west greenway which extends to the townhouse development to the east.
- The project is designed to achieve EnerGuide 82 rating and pre-ducted for solar hot water.
- One (1) convertible townhouse is provided and all townhouses will have aging-in-place features.
- The proposal includes a 4 m wide ESA strip with native vegetation along Alderbridge Way and a 20 m greenway with retention of existing trees along Alexandra Road.
- The outdoor amenity space includes a children’s play area, play equipment, structural and natural play surface areas, a bench and a bicycle rack.

In response to Panel queries, Mr. Yamamoto advised that:

- The proposed west interface with the adjacent future City-owned park includes a west edge walkway level with the townhouses for accessibility, and a 4 ft. tall fence on top of an approximately 4 ft. tall retaining wall.
- The proposed retaining wall adjacent to the park includes lock blocks with varied textures and patterns to provide visual interest.

In response to Panel queries, staff advised that: (i) the final design of the future City park is yet to be determined; (ii) the height of the fence on top of the retaining wall was minimized and the fencing design was transparent; (iii) the developer has agreed to provide a cash contribution for planting within the park to soften the western edge of the site; (iv) existing grade in the future park needs to be maintained to preserve existing trees; and (v) Parks Department staff has reviewed the proposal and the contribution for planting in the future park.

Staff commented that: (i) the proposal provides a 4 m wide ESA strip planted with native trees and shrubs along the Alderbridge Way frontage similar to the approach taken by adjacent townhouse development applications to the east; and (ii) the proposal is designed to achieve the City’s aircraft noise mitigation standards and EnerGuide 82 rating for energy efficiency.

The Panel expressed concern regarding the interface of the subject development's west side with the future City-owned park. The application was referred back to staff to:

1. Provide more details on the design of the future City-owned park adjacent to the western property boundary of the subject site.
2. Investigate ways to minimize the proposed retaining wall and review the proposed fencing on top of the retaining wall along the western perimeter of the subject development to provide a softer transition to and better interface with the adjacent park.
3. Minimize the cost for the City to provide landscape screening within the park and adjacent to the retaining wall along the western property boundary of the subject site.
4. Report back to the April 27, 2016 Development Permit Panel meeting.

At the April 27, 2016 Panel meeting, Mr. Yamamoto stated that, in response to the April 13, 2016 referral, the following revisions improved the interface with the future City-owned park:

- The majority of the western edge of the site was redesigned to limit the grade change along the common property line with the future City park. Enhancements were made to the proposed grading on the development site and the proposed landscaping approach to be provided in the park.
- The developer will construct a 3 m wide planting bed of soil. It will be 0.6 m high and gently sloping back down to grade along the east edge of the park, in addition to the contribution towards the landscape screening in the east edge of the park adjacent to the subject site.
- Terraced 2 ft. high wood retaining walls screened with planting would be provided along the majority of the west property line, similar to the condition at the north edge.

In response to Panel queries, Ms. Dimitrova and Mr. Yamamoto advised that:

- The future strata will be responsible for maintenance of landscaping along the west edge; including 1 m high Evergreen shrubs and trailing plants to screen the tiered retaining walls.
- The originally proposed vertical allan block retaining wall will be retained for a small portion of the site (approximately 12 m wide) to support the visitor parking space and drive aisle end.

No correspondence was submitted to the Development Permit Panel regarding the application.

The Panel recommends that the Permit be issued.

DP 14-662341 – HOLLYBRIDGE LIMITED PARTNERSHIP (INTRACORP) – 6900  
PEARSON WAY  
(June 15, 2016)

The Panel considered a Development Permit application to permit the construction of a high-rise, mixed use development comprised of 300 dwellings (including 31 affordable housing units) and 6,657.0 m<sup>2</sup> (71,655 ft<sup>2</sup>) of retail, restaurant, and office uses on a site zoned "Residential/Limited Commercial (RCL3)". No variances are included in the proposal.

David Jacobson, of Intracorp, provided a brief presentation, noting that:

- The project is the second in a two-phase mixed-use project in the City Centre's Oval Village.
- The project provides 269 market units in two (2) towers, a mid-rise building and townhouses and 31 affordable housing units in a stand-alone building.
- The proposal responds to future redevelopment of the City-owned Richmond Winter Club with retail, residential and office uses and a single-parkade entry.
- The project provides 38,000 ft<sup>2</sup> of ground-oriented retail space, 542 parking spaces, electric vehicle (EV) charging equipment, 35,000 ft<sup>2</sup> of above-grade office space and 20 percent of the residential units, including all 31 affordable housing units meet the Basic Universal Housing (BUH) design standards.
- The affordable housing units have been designed in partnership with the non-profit owner and operator. Two (2) additional larger affordable housing units have been provided in addition to the number originally proposed at rezoning without increasing the building footprint.
- Significant frontage improvements include the realignment of Hollybridge Way.
- The total area of the outdoor amenity space is approximately 30 percent larger than the OCP minimum requirement. The podium outdoor amenity space is intended for shared use by market and affordable housing residents.
- The total area of indoor amenity space is approximately 70 percent larger than the OCP minimum requirement, including two (2) guest suites for short-term use by residents' visitors.
- The two (2) towers look different from each other. The east tower has a horizontal expression with an earthier colour palette while the west tower emphasizes its verticality, has a cool, green marina architectural expression and a curving wall providing a "gateway" feel.
- Approximately \$1.5 million is being contributed for community amenities, i.e., for child care, public art and community planning.

In response to Panel queries, Mr. Jacobson and Jeffrey Mok, of IBI/HB Architects advised that:

- The proposed treatments to the various building entrances are cohesive yet distinct, using signage and materials, to assist in wayfinding. The two (2) entries to market residential units have water features. The entry to the affordable housing units is modest in terms of size, and the applicant will consider the recommendation of the potential operator of the affordable housing building regarding the treatment of the affordable housing lobby.
- The proposed affordable housing indoor amenity room will use acoustical materials for noise control in consideration of the adjacent affordable housing unit.
- Tenants of affordable housing units will have their own indoor amenity space and have access to the entire podium rooftop outdoor amenity space and children's playground.
- The proposed affordable housing indoor amenity space is about 30 percent larger than the OCP's minimum requirement and the potential operator would need to consider higher operating costs if additional indoor amenities were provided.



- At future Building Permit stage, retail spaces might either be consolidated or subdivided by future tenants and an additional elevator may be introduced to access some office spaces.
- The slopes in the underground parkade are designed to be accessible.
- One 2-bedroom unit and one 3-bedroom unit have been added to the original number of affordable housing units proposed at rezoning, bringing the total to 31.

In response to Panel queries, staff advised that: (i) the proposed stand-alone affordable housing building predated Council's direction for affordable housing units to be dispersed throughout a proposed development, (ii) the subject development was the last development in the City to be approved at the rezoning stage with a consolidated affordable housing building, and (iii) the indoor amenity space proposal for the affordable housing was identified at the rezoning stage.

Robert Brown, of Catalyst Community Development, the future operator of the affordable housing building, addressed the Panel, stating that:

- Operating cost is an important consideration as it impacts on the rental rates.
- The operator is responsible for maintaining the indoor amenity for affordable housing and the operator is comfortable with the proposed size of the indoor amenity spaces for affordable housing tenants and their access to the rooftop outdoor amenity spaces.
- The housing agreement does not include use by affordable housing tenants of indoor amenity spaces for market residential housing and the operating cost of indoor amenity spaces for market residential units may be passed on to affordable housing tenants if used by them.
- Based on their study, affordable housing units dispersed throughout the development absorb more maintenance costs for amenities provided for the entire development, thus have a higher operating cost compared to affordable housing units contained in one (1) building.

Staff noted that the proposed development (i) will be connected to the District Energy Utility (DEU) facility, (ii) will provide significant electric vehicle charging equipment, (iii) will meet the City's aircraft noise standards in terms of building design, (iv) will provide 60 Basic Universal Housing units, and (v) has extensive green roofs on portions of the site.

Correspondence was submitted to the Development Permit Panel regarding the application. Staff noted that two (2) letters expressed support for the project while the other two (2) letters expressed concerns regarding (i) potential increase in traffic and congestion in the area and (ii) noise during construction of the project.

In response to a Panel query, staff confirmed that (i) Transportation Department has reviewed the project and noted its compliance with all City Bylaws, (ii) a Construction and Traffic Management Plan will be submitted by the applicant prior to Building Permit issuance, (iii) some of the road improvements in Phase 2 are tied to Phase 1 which is currently under construction, and (iv) the project will be subject to the City's construction noise requirements.

The Panel recommends that the Permit be issued.