



Note: The staff report titled '**Referral: West Cambie Alexandra Neighbourhood Business Office Area Review**' will be considered at the Monday, July 28, 2014 City Council meeting.

City Council

Council Chambers, City Hall
6911 No. 3 Road

Monday, July 14, 2014
7:00 p.m.

Pg. # ITEM

MINUTES

1. *Motion to:*

(1) *adopt the minutes of the Regular Council meeting held on Monday, June 23, 2014* (distributed previously);

CNCL-10

(2) *receive for information the Metro Vancouver 'Board in Brief' dated Friday, June 27, 2014.*



AGENDA ADDITIONS & DELETIONS

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.

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
- Experience the Fraser Concept Plan Overview – Update
- Carmichaels Hilton Vancouver Airport Hotel 5911 Minoru Boulevard
- Sax On Minoru Hilton Vancouver Airport Hotel 5911 Minoru Boulevard
- UBCM – Community Works Fund Agreement
- Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9160
- Land use applications for first reading (to be further considered at the Public Hearing on Tuesday, September 2, 2014):
 - 8600 and 8620 No. 2 Road – Rezone from RS1/E to RTL4 (Balandra Development Inc. – applicant)
 - Entire City of Richmond – Official Community Plan Amendment to add land use policies to establish energy efficiency policies for townhouse developments (City of Richmond – applicant)

5. *Motion to adopt Items 6 through 13 by general consent.*



Pg. # ITEM

Consent
Agenda
Item

6. COMMITTEE MINUTES

That the minutes of:

- CNCL-15 (1) the **Parks, Recreation & Cultural Services Committee** meeting held on Tuesday, June 24, 2014;
- CNCL-19 (2) the **General Purposes Committee** meeting held on Monday, July 7, 2014;
- CNCL-24 (3) the **Planning Committee** meeting held on Tuesday, July 8, 2014;
be received for information.



Consent
Agenda
Item

7. EXPERIENCE THE FRASER CONCEPT PLAN OVERVIEW – UPDATE

(File Ref. No. 06-2400-05-01) (REDMS No. 4244913 v. 9)

CNCL-29

See Page CNCL-29 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

That the City of Richmond's participation in the Experience the Fraser: Lower Fraser River Corridor Project, as detailed in the staff report titled "Experience the Fraser Concept Plan Overview – Update" dated June 4, 2014 from the Senior Manager, Parks be endorsed.



Consent
Agenda
Item

8. CARMICHAELS HILTON VANCOUVER AIRPORT HOTEL 5911 MINORU BOULEVARD

(File Ref. No. 12-8275-05) (REDMS No. 4254851)

CNCL-83

See Page CNCL-83 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the application from Hilton Vancouver Airport Hotel, doing business as Carmichaels, for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 187990 from Monday to Sunday 9:00 a.m. to 11:00 p.m. to Monday to Sunday 9:00 a.m. to 2:00 a.m. and to add an entertainment endorsement, 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 and entertainment endorsement as the increase and endorsement 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;*
 - (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 with an entertainment endorsement 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;*
 - (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;*
- (4) *Council's comments and recommendations respecting the views 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 amendments are acceptable to the majority of the residents in the area and the community.*



9. **SAX ON MINORU HILTON VANCOUVER AIRPORT HOTEL 5911 MINORU BOULEVARD**

(File Ref. No. 12-8275-05) (REDMS No. 4257219)

CNCL-89

See Page CNCL-89 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the application from Hilton Vancouver Airport Hotel, doing business as Sax On Minoru, for an amendment to increase their hours of liquor service under Liquor Primary Licence No. 187979 from Monday to Sunday 11:00 a.m. to 1:00 a.m. to Monday to Sunday 9:00 a.m. to 2:00 a.m., 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;*
- (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;*
 - (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;*
- (4) Council's comments and recommendations respecting the views 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 amendments are acceptable to the majority of the residents in the area and the community.*



Pg. # ITEM

Consent
Agenda
Item

10. **UBCM – COMMUNITY WORKS FUND AGREEMENT**
(File Ref. No. 01-0107-08-01) (REDMS No. 4252809)

CNCL-95

See Page CNCL-95 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the City enter into a “Community Works Fund Agreement” with the Union of British Columbia Municipalities to receive annual Gas Tax funding for community projects and as otherwise outlined in the June 23, 2014 report titled “UBCM – Community Works Fund Agreement” from the Director, Intergovernmental Relations and the Director, Engineering.



Consent
Agenda
Item

11. **ALEXANDRA DISTRICT ENERGY UTILITY BYLAW NO. 8641, AMENDMENT BYLAW NO. 9160**
(File Ref. No. 10-6600-10-02) (REDMS No. 4258960 v.9)

CNCL-104

See Page CNCL-104 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9160 be introduced and given first, second and third reading.



Consent
Agenda
Item

12. **APPLICATION BY BALANDRA DEVELOPMENT INC. FOR REZONING AT 8600 AND 8620 NO. 2 ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**
(File Ref. No. 12-8060-20-009146; RZ 13-644887) (REDMS No. 4227183)

CNCL-112

See Page CNCL-112 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9146, for the rezoning of 8600 and 8620 No. 2 Road from “Single Detached (RS1/E)” to “Low Density Townhouses (RTL4)”, be introduced and given first reading.



Consent
Agenda
Item

13. **A PROPOSED OFFICIAL COMMUNITY PLAN AMENDMENT TO INCREASE TOWNHOUSE ENERGY EFFICIENCY AND RENEWABLE ENERGY**

(File Ref. No. 12-8060-20-009147) (REDMS No. 4259204)

CNCL-146

See Page CNCL-146 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, to add land use policies in Official Community Plan (OCP) Chapter 12.4.2, to establish energy efficiency policies for townhouse developments in the City, be introduced and given first reading;*
- (2) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered with:*
 - (a) *the City's Financial Plan and Capital Program; and*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said programs and plans, in accordance with Section 882(3) (a) of the Local Government Act;*
- (3) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require further consultation; and*
- (4) *That the staff report titled A Proposed Official Community Plan Amendment to Increase Townhouse Energy Efficiency and Renewable Energy, dated June 17, 2014 be forwarded to Metro Vancouver and Metro Vancouver members.*



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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



Council Agenda – Monday, July 14, 2014

Pg. #	ITEM
CNCL-155	Norman Wrigglesworth , Richmond resident, to speak on vandalism in Richmond.

15. *Motion to rise and report.*

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RATIFICATION OF COMMITTEE ACTION

☐

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-156	Road Closure and Removal of Road Dedication (Eastern Portion of Twigg Road) Bylaw No. 9093 Opposed at 1 st /2 nd /3 rd Readings – None.
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CNCL-159	Termination of Housing Agreement (10820 No. 5 Road) Bylaw No. 9118 Opposed at 1 st /2 nd /3 rd Readings – None.
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CNCL-160	Housing Agreement (10820 No. 5 Road) Bylaw No. 9119 Opposed at 1 st /2 nd /3 rd Readings – None.
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Council Agenda – Monday, July 14, 2014

Pg. #

ITEM

CNCL-181

Market Rental Housing Agreement (10820 No. 5 Road) **Bylaw No. 9123**
Opposed at 1st/2nd/3rd Readings – None.

☐

ADJOURNMENT

☐



For Metro Vancouver meetings on Friday, June 27, 2014

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver.

For more information, please contact either:

Bill Morrell, 604-451-6107, Bill.Morrell@metrovanancouver.org or

Glenn Bohn, 604-451-6697, Glenn.Bohn@metrovanancouver.org

Greater Vancouver Regional District - Parks

Delegation Executive Summaries Presented at Committee

RECEIVED

The Board received for information a summary of a delegation to the Environment and Parks Committee from the Belcarra South Preservation Society.

Greater Vancouver Regional District

Application for Amendments to the Liquor-Primary Licence for UBC Thunderbird Sports Centre

APPROVED

The Board will advise the BC Liquor Control and Licensing Branch that it supports the issuance of an amendment to the Liquor Primary Licence held by the University of British Columbia, to allow liquor service at concerts at the Doug Mitchell Thunderbird Sports Centre, subject to the conditions based on public input and comments from the RCMP to minimize community impacts and noise.

Property Taxation of Medical Marihuana Production Facilities

RECEIVED

The Board received a report that provides information on the property tax implications of commercial medical marihuana production facilities.

The report concludes that municipalities will need to carefully take into account the property tax benefits impacts from commercial marihuana facilities when considering such uses through their Official Community Plan and Zoning bylaws. There is a significant difference in property taxation depending on whether the owner applies for and receives farm class status compared to existing commercial or industrial taxes. Independent legal advice should be sought to provide an opinion on the specifics of each zoning bylaw.

Delegation Executive Summaries Presented at Committee – June 2014

RECEIVED

The Board received for information a summary of a delegation to the Environment and Parks Committee from QUEST – Quality Urban Energy Systems of Tomorrow.



Metro Vancouver External Agency Activities Status Report June 2014

RECEIVED

The Board received for information reports from Metro Vancouver representatives to eight external organizations.

2013 Schedules of Financial Information

APPROVED

The Board approved the 2013 Schedules of Financial Information for Remuneration & Expenses and for Payments to Suppliers for Goods and Services. These documents describe remuneration for Metro Vancouver Directors, committee members and staff, as well as payments to external organizations.

MVHC's Financing for Cedarwood Place Lands

APPROVED

Until recently, BC Housing owned the 1.4 acre property of Cedarwood Place (7260 Granville Avenue, Richmond), which the Metro Vancouver Housing Corporation (MVHC) leased for the housing complex.

MVHC owned the improvements on the lands, effectively the rental building, and BC Housing approached MVHC with an offer to sell its interest in the land.

The Board approved second mortgage financing for Cedarwood Place lands, in the amount of \$5,032,400.

Metro Vancouver 2040: Shaping our Future Amendment Request from the City of Surrey – Central Newton

APPROVED

The Board gave first and second reading to a bylaw and initiated the Metro Vancouver 2040 amendment process for part of an area called the Central Newton Cultural Commercial District. The request consists of re-designating 6.5 hectares of regionally designated Industrial lands to Mixed Employment.

The Board directed staff to notify all affected local governments before the proposed amendment returns to the Board at a future date, for consideration.

Strengthening the Metro Vancouver 2040: Shaping our Future Amendment Process

APPROVED

The Board approved several changes to strengthen the Metro 2040 amendment process and to address issues that have arisen in processing amendments that have taken place since the adoption of the Metro 2040.

Changes proposed include:



1. Clearer direction on when Metro Vancouver would like to receive *Metro 2040* amendment requests from municipalities is proposed by adding that Metro Vancouver "strongly encourages municipalities to submit their request after a local public hearing and a subsequent reading of the OCP Bylaw" to the RGS Amendment Guidelines.
2. Revisions to the RGS Amendment Guidelines that request municipalities to submit their proposed amendment first, and then to submit their RCS for acceptance once the *Metro 2040* amendment process has been initiated by the Metro Vancouver Board. This change will help to ensure that there is sufficient time to complete the *Metro 2040* amendment process where a concurrent RCS amendment is involved.
3. Clarification that RPAC's role is primarily as a forum to share information and to ensure that municipal planning directors are informed so that they may better advise their Councils on regional planning matters. It is also proposed that RPAC's ability to provide comment be made optional as opposed to required.
4. Clarification that Metro Vancouver staff analysis will be provided at the beginning of the process. To ensure that there is adequate time for Metro Vancouver staff to provide a fulsome staff analysis, it is proposed that the requirement to provide the staff report on the proposed *Metro 2040* amendment to RPAC within four weeks of receipt be removed from the RGS Procedures Bylaw.
5. Removal from the RGS Amendment Guidelines of the requirement to provide mailed public notification to neighbouring property owners to avoid confusion between local and regional planning issues. Language is proposed to be added that would give Metro Vancouver more flexibility to provide public notification through other means, such as social media.

Corporation of Delta Proposed Amendment to Metro Vancouver 2040: APPROVED
Shaping our Future for Southlands

The Board approved changed to the Metro 2040 that will accommodate the Southlands development project in the Corporation of Delta.

Federal Gas Tax Funding APPROVED

The Board approved the following motion:

WHEREAS almost one billion dollars, have flowed through Metro Vancouver, to TransLink over the past 10 years, via the transfer of Gas Tax Funds; and

WHEREAS the capital assets purchased or constructed over that time are now the property of an entity over which Metro Vancouver has no decision making authority; and

WHEREAS TransLink could, after a certain time, sell or transfer those assets, (purchased with money designated for municipal infrastructure), without the consent of Metro Vancouver; and



WHEREAS the ownership of these transit assets, could be considered to be Metro Vancouver;

THEREFORE BE IT RESOLVED, that the Board direct staff to report to the Board, through the Transportation Committee, on the advisability and feasibility of maintaining ownership of all assets purchased via the gas tax funds, or its alternative, as a part of the next agreement on the use of the funding.

Greater Vancouver Sewage and Drainage District

Waste-to-Energy Facility Environmental Monitoring and Reporting, 2013 Update

RECEIVED

The Board received a report containing the 2013 overview of emissions and testing results for Metro Vancouver's Waste-to-Energy Facility (WTEF) and referred the report to staff for the development of a communication plan, which will provide guidance on better communicating the environmental performance of the facility.

The WTEF continues to operate in compliance with all regulations and with a focus on continued environmental and operational improvement.

The WTEF accounts for less than 1% of regional greenhouse gas, particulate matter and smog-forming pollutant emissions.

Update on the Coquitlam Transfer Station Replacement Project

RECEIVED

The Board received for information report providing an update on the Coquitlam Transfer Station replacement project and the development permit preparatory work being undertaken in anticipation of the final replacement option decision.

Based on updated costs and service options analysis, recommendations on options to ensure continuous service delivery as well as permanent replacement options will be provided to the Board later this year or in early 2015 for consideration.

GVS&DD Utilities Sustainability Innovation Fund Policies

APPROVED

The Board approved the Solid Waste Sustainability Innovation Fund Policy and the Liquid Waste Sustainability Innovation Fund Policy. These funds are intended to fund GVS&DD projects based on the principles of sustainability.

The balance in the Solid Waste Sustainability Innovation Fund is \$18.1 million while the Liquid Waste Sustainability Innovation Fund contains \$12.7 million. No disbursements have occurred since these Funds were created in 2004 because guidelines for managing and using these Funds were not approved by the Board. Adoption of the Policies proposed in this report will rectify this situation.



Annacis Research Centre Facility Rentals

APPROVED

The Board authorized the rental of research space at Annacis Research Centre to academic, private and non-governmental organizations.

Kiwanis of West Vancouver Appeal to Refund Regional DCCs

APPROVED

The Board will advise the Kiwanis Seniors Housing and Community Services Society of West Vancouver that it has denied the Society's application for a refund of GVS&DD Development Cost Charges of \$80,700 for Kiwanis Garden Village as the project is ineligible according to the current bylaw.

Greater Vancouver Water Regional District

Water Sustainability Innovation Fund Policy

APPROVED

The Board approved the Water Sustainability Innovation Fund Policy. The Policy is intended to facilitate the use of the Fund to support innovative projects and the application of sustainability into the operations and capital projects of the water utility.

The balance in the Water Sustainability Innovation Fund is just over \$9.2 million. No disbursements have occurred since the Fund was created in 2004 because guidelines for managing and using this Fund were not approved by the Board. Adoption of the Policy will rectify this situation



Parks, Recreation & Cultural Services Committee

Date: Tuesday, June 24, 2014

Place: Anderson Room
Richmond City Hall

Present: Councillor Harold Steves, Chair
Councillor Ken Johnston
Councillor Linda Barnes
Councillor Evelina Halsey-Brandt
Councillor Bill McNulty

Also Present: 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 Tuesday, May 27, 2014, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Thursday, July 24, 2014, (tentative date) at 4:00 p.m. in the Anderson Room.

Parks, Recreation & Cultural Services Committee
Tuesday, June 24, 2014

COMMUNITY SERVICES DEPARTMENT

1. EXPERIENCE THE FRASER CONCEPT PLAN OVERVIEW – UPDATE

(File Ref. No. 06-2400-05-01) (REDMS No. 4244913 v. 9)

In response to queries from Committee, Mike Redpath, Senior Manager, Parks, stated that the provincial government has allocated \$2 million to Metro Vancouver and the Fraser Valley for the Experience the Fraser Concept Plan (ETF). Mr. Redpath noted that the most significant change in the plan is the inclusion of the north and middle arms of the Fraser River.

Discussion ensued regarding integrating regional groups from Hope to Squamish into the plan.

Mr. Redpath commented that a report detailing the final costs will be presented to Council.

It was moved and seconded

That the City of Richmond's participation in the Experience the Fraser: Lower Fraser River Corridor Project, as detailed in the staff report titled "Experience the Fraser Concept Plan Overview – Update" dated June 4, 2014 from the Senior Manager, Parks be endorsed.

CARRIED

2. QUINTET DEVELOPMENT CAROL LEE CENTRE PUBLIC ARTWORK

(File Ref. No. 11-7000-09-20-181) (REDMS No. 4237392)

Eric Fiss, Public Art Planner, introduced the two Artists, Jacqueline Metz and Nancy Chew, and was available to answer questions.

It was moved and seconded

That the concept proposal and installation for the Quintet Development Carol Lee Centre public artwork ebb & flow by artists Jacqueline Metz and Nancy Chew, as presented in the staff report from the Director, Arts, Culture and Heritage Services dated June 4, 2014, be received for information.

CARRIED

Parks, Recreation & Cultural Services Committee
Tuesday, June 24, 2014

2A. RICHMOND SHARING FARM

Discussion ensued regarding the need for additional funding for the re-construction and maintenance of the Richmond Sharing Farm site. Dave Semple, General Manager, Community Services, advised that there are community sponsorship opportunities available to assist the Richmond Sharing Farm Society.

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

It was moved and seconded

- (1) *That the re-construction of the Richmond Sharing Farm's barn be referred to staff to provide funding solutions and assistance; and*
- (2) *That staff be empowered to work with and coordinate various partners for infrastructure construction at the Richmond Sharing Farm site.*

CARRIED

2B. REPORT ON PARK PROPERTIES IN THE BRIDGEPORT AREA

In reply to queries from Committee regarding a report on park properties in the Bridgeport area, Mr. Semple stated that staff will be reporting back in the near future.

2C. CORRESPONDENCE FROM ERIKA SIMM

Committee referenced a letter from Erika Simm, dated May 30, 2014 (copy on file, City Clerk's Office) and spoke of her request to create a Chinatown in Richmond.

2D. RAILWAY CORRIDOR GREENWAY – PHASE 2

In response to a query from the Committee, Mr. Redpath stated that Phase 2 of the Railway Corridor Greenway project, which includes installing benches, will commence in the Fall of 2014.

3. MANAGER'S REPORT

(a) Ships to Shore

Dee Bowley-Cowan, Acting Britannia Site Supervisor, informed the Committee that the Ships to Shore event is being held from Sunday, June 29, 2014 to Tuesday, July 1, 2014 and will conclude with Canada Day fireworks at Britannia Shipyards.

(b) New Manager for Major Events and Film

Jane Fernyhough, Director, Arts, Culture and Heritage Services, introduced Bryan Tasaka as the new Manager for Major Events and Film.

Parks, Recreation & Cultural Services Committee
Tuesday, June 24, 2014

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:26 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation & Cultural Services Committee of the Council of the City of Richmond held on Tuesday, June 24, 2014.

Councillor Harold Steves
Chair

Amelia White
Auxiliary Assistant Committee Clerk



General Purposes Committee

Date: Monday, July 7, 2014

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Linda Barnes
Councillor Derek Dang
Councillor Evelina Halsey-Brandt
Councillor Ken Johnston
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Absent: Councillor Chak Au

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 General Purposes Committee held on Monday, June 16, 2014, be adopted as circulated.

CARRIED

FINANCE AND CORPORATE SERVICES DEPARTMENT

1. CARMICHAELS HILTON VANCOUVER AIRPORT HOTEL 5911 MINORU BOULEVARD

(File Ref. No. 12-8275-05) (REDMS No. 4254851)

It was moved and seconded

That the application from Hilton Vancouver Airport Hotel, doing business as Carmichaels, for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 187990 from Monday to Sunday 9:00 a.m. to 11:00 p.m. to Monday to Sunday 9:00 a.m. to 2:00 a.m. and to add an entertainment endorsement, 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 and entertainment endorsement as the increase and endorsement 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;*
 - (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 with an entertainment endorsement 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;*
 - (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;*
- (4) Council's comments and recommendations respecting the views of the residents are as follows:*

General Purposes Committee
Monday, July 7, 2014

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

CARRIED

2. SAX ON MINORU HILTON VANCOUVER AIRPORT HOTEL 5911 MINORU BOULEVARD

(File Ref. No. 12-8275-05) (REDMS No. 4257219)

It was moved and seconded

That the application from Hilton Vancouver Airport Hotel, doing business as Sax On Minoru, for an amendment to increase their hours of liquor service under Liquor Primary Licence No. 187979 from Monday to Sunday 11:00 a.m. to 1:00 a.m. to Monday to Sunday 9:00 a.m. to 2:00 a.m., 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;*
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 - (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;*
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- (4) *Council's comments and recommendations respecting the views of the residents are as follows:*

General Purposes Committee
Monday, July 7, 2014

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

CARRIED

3. UBCM - COMMUNITY WORKS FUND AGREEMENT

(File Ref. No. 01-0107-08-01) (REDMS No. 4252809)

Discussion ensued regarding Metro Vancouver's (MV) decision to allocate the Gas Tax Fund to TransLink rather than the MV sewage treatment plant project.

It was moved and seconded

That the City enter into a "Community Works Fund Agreement" with the Union of British Columbia Municipalities to receive annual Gas Tax funding for community projects and as otherwise outlined in the June 23, 2014 report titled "UBCM – Community Works Fund Agreement" from the Director, Intergovernmental Relations and the Director, Engineering.

CARRIED

4. ALEXANDRA DISTRICT ENERGY UTILITY BYLAW NO 8641, AMENDMENT BYLAW NO 9160

(File Ref. No. 10-6600-10-02) (REDMS No. 4258960 v.9)

John Irving, Director, Engineering, advised that the proposed Alexandra District Energy Utility (ADEU) Amendment Bylaw introduces a large format commercial rate and revises the service model to apply the minimum 70% ADEU threshold to the total site use rather than to each building.

In response to queries from Committee, Mr. Irving provided the following information:

- options for expansion of District Energy initiatives remain open for discussion and will be examined according to best practices;
- service rights-of-way and agreements will be required for City infrastructure constructed on private property; and
- the proposed commercial rate will be subject to review and revision by Council on an annual basis.

It was moved and seconded

That the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9160 be introduced and given first, second and third reading.

CARRIED

General Purposes Committee
Monday, July 7, 2014

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:08 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
7, 2014.

Mayor Malcolm D. Brodie
Chair

Heather Howey
Committee Clerk



Planning Committee

Date: Tuesday, July 8, 2014

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Linda Barnes
Councillor Harold Steves
Mayor Malcolm Brodie (entered at 4:03 p.m.)

Absent: Councillor Evelina Halsey-Brandt
Councillor Chak Au

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 Tuesday, June 17, 2014, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Wednesday, September 3, 2014, (tentative date) at 4:00 p.m. in the Anderson Room

Mayor Brodie entered the meeting at 4:03 p.m.

The Chair advised that Land Use Contracts and the Implications of Bill 17 will be considered as Item No. 2A and that Westwind Area Construction will be considered as Item No. 2B.

PLANNING & DEVELOPMENT DEPARTMENT

1. **APPLICATION BY BALANDRA DEVELOPMENT INC. FOR REZONING AT 8600 AND 8620 NO. 2 ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**
(File Ref. No. 12-8060-20-009146; RZ 13-644887) (REDMS No. 4227183)

In reply to queries from Committee, Wayne Craig, Director, Development, advised that the developer made attempts to acquire adjacent lots and that a statutory right-of-way will be required to facilitate access to the site.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9146, for the rezoning of 8600 and 8620 No. 2 Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.

CARRIED

2. **A PROPOSED OFFICIAL COMMUNITY PLAN AMENDMENT TO INCREASE TOWNHOUSE ENERGY EFFICIENCY AND RENEWABLE ENERGY**

(File Ref. No. 12-8060-20-009147) (REDMS No. 4259204)

Mr. Craig briefed Committee on the proposed Official Community Plan (OCP) amendment to increase townhouse energy efficiency and renewable energy. He noted that the proposed amendment will require new townhouses to (i) have a minimum rating of 82 on the EnerGuide Rating System (ERS), and (ii) incorporate rough-in provisions for solar hot water or renewable energy systems.

In reply to queries from Committee, Peter Russell, Senior Manager, Sustainability and District Energy, noted that developers and owners will be eligible for incentives and rebates from BC Hydro and the Canada Mortgage and Housing Corporation (CMHC) on EnerGuide certified projects. He added that achieving 82 on the ERS can be achieved by incorporating technological innovations or design improvements.

Mr. Craig advised that prospective owners will be able to identify EnerGuide certification through information provided by the developer or EnerGuide signs placed within the development. Also, he noted that developments will have to receive EnerGuide certification in order to be eligible for incentives and rebates. He added that developments that are not EnerGuide certified can receive certification following an evaluation from a Certified Energy Advisor.

Discussion ensued regarding options to require the complete installation of solar hot water heating technology in new developments. Mr. Craig advised that the proposed OCP amendment would pursue rough-in provisions for solar hot water heating.

Planning Committee
Tuesday, July 8, 2014

Discussion ensued regarding a development on Alberta Road, which has incorporated photovoltaic solar panels for electric generation. Staff were directed to monitor the development.

Discussion then ensued with regard to identifying developments with the ERS 82 certification and it was noted that the covenant registered on title would note the construction requirements needed to achieve an EnerGuide 82 rating.

In reply to queries from Committee, Mr. Craig advised that staff have consulted with the Urban Development Institute (UDI) and Richmond Small Home Builders group about the proposed OCP amendments. He noted that UDI is supportive of the proposed initiatives but expressed concerns with respect to the potential incremental construction costs, which may be passed on to consumers.

Discussion ensued regarding the cost of incorporating sustainable energy technologies in new developments in relation to increasing property values.

Discussion then ensued about the relationship between varying standards for energy efficiency requirements for new developments in the Lower Mainland and market demand for such developments.

It was moved and seconded

- (1) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, to add land use policies in Official Community Plan (OCP) Chapter 12.4.2, to establish energy efficiency policies for townhouse developments in the City, be introduced and given first reading.*
- (2) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered with:*
 - (a) *the City's Financial Plan and Capital Program; and*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said programs and plans, in accordance with Section 882(3) (a) of the Local Government Act.*
- (3) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require further consultation.*
- (4) *That the staff report titled A Proposed Official Community Plan Amendment to Increase Townhouse Energy Efficiency and Renewable Energy, dated June 17, 2014 be forwarded to Metro Vancouver and Metro Vancouver members.*

CARRIED

Planning Committee
Tuesday, July 8, 2014

2A. LAND USE CONTRACTS AND THE IMPLICATIONS OF BILL 17
(File Ref. No.)

In reply to queries from Committee, Mr. Craig spoke of land use contracts and the implications of Bill 17. He noted the following:

- Bill 17 has received Royal Assent, requiring all land use contracts to end by June 2024;
- Bill 17 maintains provisions to discharge land use contracts prior to June 2024;
- the City will consider options to create zoning regulations in place of land use contracts; and
- an appeal process will be available to land owners who will be affected by the discharge of land use contracts.

Joe Erceg, General Manager, Planning and Development, spoke of the process to discharge current land use contracts and its effects on development in the city. He advised that staff will bring forward a report on land use contracts in 2015.

In reply to queries from Committee, Mr. Craig noted that, should Council desire, the City may choose areas to discharge land use contracts prior to the June 2024 deadline.

2B. WESTWIND AREA CONSTRUCTION
(File Ref. No.)

The Chair referred to correspondence received regarding development in the Westwind area, (copy on file, City Clerk's Office) and spoke of the concerns raised by area residents regarding excessive noise due to construction activity.

In reply to queries from Committee, Mr. Craig advised that any concerns with respect to excessive noise can be addressed through community bylaw enforcement.

Councillor Barnes left the meeting (4:29 p.m.) and returned (4:30 p.m.).

3. MANAGER'S REPORT

(i) Online Inspection Requests

Mr. Erceg updated Committee on the introduction of an online system to schedule inspection requests.

Planning Committee
Tuesday, July 8, 2014

Discussion ensued with regard to the estimated wait times for inspections and in reply to queries from Committee, Gavin Woo, Senior Manager, Building Approvals, highlighted that the online system enables builders to electronically submit and retrieve inspection requests and results. Mr. Woo added that staff are examining options for a mobile system that may provide updates from the field and provide more accurate wait times.

(ii) *Metro Vancouver Regional Growth Strategy Amendment – City of Surrey*

Terry Crowe, Manager, Policy Planning, spoke of a proposed Metro Vancouver 2040 Regional Growth Strategy Amendment for the City of Surrey. He advised that, since the amendment does not affect the City, no formal response is required.

ADJOURNMENT

It was moved and seconded

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

CARRIED

Certified a true and correct copy of the
Minutes of the meeting of the Planning
Committee of the Council of the City of
Richmond held on Tuesday, July 8, 2014.

Councillor Bill McNulty
Chair

Evangel Biason
Auxiliary Committee Clerk



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services
Committee

Date: June 4, 2014

From: Mike Redpath
Senior Manager, Parks

File: 06-2400-05-01/2014-
Vol 01

Re: Experience the Fraser Concept Plan Overview - Update

Staff Recommendation

That the City of Richmond's participation in the Experience the Fraser: Lower Fraser River Corridor Project, as detailed in the "Experience the Fraser Concept Plan Overview – Update" report, dated June 4, 2014, from the Senior Manager, Parks be endorsed.

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

Att. 4

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

Staff Report

Origin

In 2009, the Province provided \$2.0 million to Metro Vancouver and the Fraser Valley Regional District to develop a comprehensive plan for a continuous recreational corridor on both sides of the South Arm of the Fraser River. The result was Experience the Fraser: Lower Fraser River Corridor Project Concept Plan (ETF Concept Plan), which was endorsed in principle by the Metro Vancouver and Fraser Valley Regional District Boards in October 2011. The ETF Concept Plan serves as a framework for the long-term development of the Lower Fraser River Corridor from Hope to the Salish Sea. The Experience the Fraser (ETF) project aims to showcase the rich recreational, cultural, and natural heritage of the Fraser River and surrounding lands.

At the July 9, 2012, Council meeting, the ETF Concept Plan was endorsed as a regionally beneficial initiative.

In September 2012, the “Experience the Fraser: Lower Fraser River Corridor Project Implementation Plan” (ETF Implementation Plan) (Attachment 1) was published to accompany the ETF Concept Plan. The ETF Implementation Plan, a living document that will evolve with the project’s progression, identifies the actions local governments intend to take over the next few years to advance the ETF project.

In addition to the South Arm, the ETF project was subsequently expanded to include the North and Middle Arms of the Lower Fraser River. In April 2014, the “Experience the Fraser: Lower Fraser River Corridor Project Concept Plan – North Arm Addendum” (Attachment 2) and “Experience the Fraser: Lower Fraser River Corridor Project Implementation Plan – North Arm Addendum” (Attachment 3) was published to reflect this expansion.

The purpose of this report is to provide an update to the project and to obtain Council’s endorsement for the ETF project implementation, which supports the achievement of the Richmond Trails Strategy, 2022 Parks and Open Space Strategy and Waterfront Strategy goals of promoting Richmond’s Fraser River trail system.

The ETF project supports the achievement of the 2011-2014 Council Term Goal #10 Community Wellness:

10.4. Continued emphasis on the development of the City’s parks and trails system.

Analysis

Experience the Fraser

The ETF project is an ambitious, collaborative initiative between the Province, the Metro Vancouver Regional District, the Fraser Valley Regional District, multiple municipalities, First Nations, federal agencies, non-government organizations and interest groups, which will be implemented over several decades. By promoting the communities, parks, natural features, historic and cultural sites and experiences that run along the river under one banner, the

stakeholders hope to showcase the Fraser River as one of the world's great river destinations, while stimulating local tourism, economic investment and growth opportunities.

The backbone of the ETF project is the long-term development of the Canyon to Coast Trail and Recreational Blueway, which will connect Hope to the Salish Sea by a continuous trail system and through the river itself. The project will feature an aggregate of 642 kilometres of connected trails and Blueway (infrastructure that facilitates recreational use of the river). Currently, 48 per cent of the Canyon to Coast Trail is already in place and integrates existing Trans Canada, Sea to Sky, Galloping Goose, Kettle Valley Rail and Coast Millennium (Washington State) trail networks. In addition to creating an inter-regional trail system, the ETF project will link other regional, provincial, national and international trails, effectively nesting the venture within other initiatives on a regional, national and international level.

The ETF project incorporates many action items already identified in various municipalities' Official Community Plans, and Richmond's Waterfront, Trail and Parks and Open Space Strategies. By aligning these separate initiatives along a shared foundation and filling any connectivity gaps that may exist, however, the ETF project creates a comprehensive regional tourism product that has the potential to provide opportunities to each participating government that surpasses what each could achieve individually.

North Arm Addendums

The ETF Concept Plan originally focused on the South Arm of the Fraser River and featured 26 nodes that served as destinations points where the public can come to 'experience the Fraser' without travelling the Canyon to Coast Trail. Two of these nodes are located in Richmond – Steveston and Riverport.

During the planning and approval process, it became apparent that both the North and Middle Arms of the Fraser River should be included in the project, thereby bringing Richmond, Vancouver, Burnaby, New Westminster, and YVR into the fold. This expansion, which is detailed in the North Arm Addendums to the ETF Concept Plan (Attachment 2) and ETF Implementation Plan (Attachment 3), adds 92 kilometres to the Canyon to Coast Trail system, including the West Richmond Dyke Trail and Richmond Middle Arm Trail, and an additional six nodes to the project, including Terra Nova Rural Park, Iona Beach Regional Park and Richmond City Centre.

Currently, three portals anchor the ETF project – Hope, New Westminster, and the Salish Sea. These portals are entry points to ETF and will feature an ETF Pavilion for information, interpretation and orientation purposes, alongside other amenities and services. The portals will also serve as a gateway to other regional and provincial trail systems. In light of its long-term vision as an international destination, comprised of amenities, shopping and residences, with the waterfront serving as the signature feature of its public realm, Richmond City Centre is a major Fraser River hub. As such, there is an opportunity for Richmond's City Centre to become an ETF Portal in the future.

City Involvement

Since 2012, City staff have:

1. Met with Metro Vancouver staff to discuss City waterfront initiatives along the North and Middle Arms of the Fraser River (July 2013);
2. Participated in a workshop with staff from each of the municipalities along the North Arm of the Fraser River to discuss the concept, project synergies and future opportunities for wayfinding and signage coordination (December 2013); and
3. Been provided with the opportunity to review and comment on the Experience the Fraser: Lower Fraser River Corridor Project Concept Plan and Implementation Plan.

As part of the first phase of the ETF project, a ‘Foundational Program’ was created that identifies 77 priority actions that are essential to:

- Building a strong and recognizable ETF identity;
- Ensuring the Canyon to Coast Trail is navigable;
- Providing Recreational Blueway support infrastructure for daily paddling distances; and
- Filling 50 per cent of the connectivity gap in the Canyon to Coast Trail.

In September 2012, the ETF Implementation Plan was prepared. An updated chart of the priority actions that are applicable to Richmond is provided (Attachment 4).

Financial Impact

There are no financial implications as a result of this report. Future trail expansion and/or amenities as envisioned in the ETF Implementation Plan would be considered through the City’s annual capital budget process.

Conclusion

The “Experience the Fraser: Lower Fraser River Corridor Project” is a provincial initiative that proposes an exciting long-term vision for the region. The goal of the ETF project is to draw upon the rich natural and cultural heritage of the Lower Fraser River Corridor to better integrate the waterway into the lives of British Columbia residents and visitors in order to foster a stronger sense of place and stewardship.

The Canyon to Coast Trail and Blueway networks that form the ETF project will provide land and water-based recreational opportunities that will promote activity, healthy living for residents and visitors of not only Richmond, but other Lower Fraser River jurisdictions as well. Collectively, the ETF project will enable all participating parties to promote the area as one of the world's prominent river destination.



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



Jamie Esko
Park Planner
(604-233-3341)

- Att. 1: Experience the Fraser: Lower Fraser River Corridor Project Implementation Plan
- 2: Experience the Fraser: Lower Fraser River Corridor Project Concept Plan – North Arm Addendum
- 3: Experience the Fraser: Lower Fraser River Corridor Project Implementation Plan – North Arm Addendum
- 4: Chart of Experience the Fraser Foundational Program Updated Actions for Richmond



Implementation Plan

for local governments



September 2012

TABLE OF CONTENTS

Introduction	p.1
GOAL 1 - CONNECT HOPE TO THE SALISH SEA	
1.1 CANYON TO COAST TRAIL	
STRATEGY 1.1.1 Complete seven priority segments of the Canyon to Coast Trail, adding 81 km to complete 70% of the Vision Route.	p.2
STRATEGY 1.1.2 Secure recreational access along 6 priority dyke segments, adding 77 km to complete 70% of the Vision Route.	p.4
STRATEGY 1.1.3 Advance implementation through the exploration of interfaces with Industry, Agriculture, and Rail.	p.4
1.2 RECREATIONAL BLUEWAY	
STRATEGY 1.2.1 At eight locations between the Alex Fraser Bridge and Hope, build a new, or enhance an existing, boat launch.	p.4
STRATEGY 1.2.2 Complete five new or enhanced pedestrian / cycling water crossings to advance connectivity over the river.	p.5
STRATEGY 1.2.3 Ensure vehicle bridges not only provide for adequate pedestrian and cyclist connectivity and community trail connections, but also function as features with viewpoints, opportunities for education and interpretation, public art and ETF branding.	p.5
GOAL 2 - LINK AND INSPIRE EXPERIENCES ALONG THE RIVER	
2.1 AMENITY AND FEATURES POINTS - CREATING DESTINATIONS	
STRATEGY 2.1.1 Improve recreational and cultural infrastructure along the Lower Fraser River to build one of the world's great river destinations	p.6
STRATEGY 2.1.2 Brand and Market Experience the Fraser and the Canyon to Coast Trail	p.7
GOAL 3 – DEVELOPING ENDURING and COMMITTED PARTNERSHIPS	
3.1 GOVERNANCE	
STRATEGY 3.1.1 Define the governance model and partnership roles	p.9
STRATEGY 3.1.2 Strategic Planning, Tracking and Celebrating Outcomes	p.10
3.2 SUSTAINABLE FINANCING	
STRATEGY 3.2.1 Secure sustainable financing for project costs and capital projects	p.11

GOAL 4 – BUILD AND DEEPEN CONNECTIONS TO THE RIVER

4.1 PROGRAMMING

STRATEGY 4.1.1	Develop programs, events, displays and other means of building and enhancing personal connections to the river.	p.12
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Conclusion		p.14
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INTRODUCTION

Experience the Fraser is an exciting vision to connect from Hope to the Salish Sea along the Lower Fraser River by means of over 550 kilometres of trail and via the river itself. The intention is to connect communities to each other and to the river, to knit together points of interest such as parks, natural features, historic and cultural sites and festivals – and to continue to build on that recreation and tourism network, creating one of the world’s great river destinations.

This Implementation Plan is an accompanying piece to the Experience the Fraser Concept Plan. It is intended to identify actions planned by local governments for the next few years that will advance the Concept Plan’s Foundational Program. It also identifies the ‘who, how and when’ associated with these actions - wherever possible, actions are ‘SMART’ or specific, measurable, actionable, realistic and time-bound. The structure of the Implementation Plan follows the structure of the Concept Plan, listing actions by Goal and Foundational Program project. The identified actions are subject to budget processes and other approvals. As a result, this snapshot of implementation actions will evolve over time, with new opportunities emerging not identified here, or shifts in priorities.

The focus of the Implementation Plan is on actions to be undertaken by Metro Vancouver, the Fraser Valley Regional District, the Province and the sixteen municipalities along the Fraser River within the Project Area. It also includes a few illustrative actions identified by other agencies and organizations. Much more is happening along the river beyond planned government actions that advances the objectives of Experience the Fraser, however, it is important to begin to track efforts advancing recreation and tourism infrastructure and programming along the Fraser River, and be able to measure progress towards implementing the Concept Plan. As such, the Implementation Plan is intended to both be a record of planned government actions as well as a call to action for others to participate and add their projects and plans to Experience the Fraser. The Implementation Plan will be a living document that will become even more robust as others add their actions.

Regional Districts will be asked to endorse the Implementation Plan, and adopt actions within their authority and mandate. Other agencies and organizations are invited to do the same.

Integrating diverse land uses along the Fraser River

Experience the Fraser will respect and, when appropriate, embrace all land uses along the river – including First Nation and private land interests, industry, business, agriculture, parks, and environmentally sensitive areas. These are all important components of the Fraser River’s history and present. The intent of Experience the Fraser is to achieve connectivity as close to the river as possible, however, it is recognized that the proposed trail will have to be aligned to harmonize with and respect all of these interests and associated interfaces.

Many times, the trail will have to ‘go around’ these features and uses, but creative ways of integrating the trail can produce some incredibly rich experiences with benefits for all. The project will only move

forward with the cooperation of land owners who see the benefits of participating – whether that be for philanthropic or ethical reasons, that they see a business opportunity (e.g. wine tours by bike or a new customer base for gate sales), or an opportunity to improve knowledge and education about their operations (e.g. industrial tourism).

GOAL 1

CONNECT HOPE TO THE SALISH SEA

1.1 CANYON TO COAST TRAIL

Championing, planning, developing, operating and maintaining the over 550 kilometres of trail proposed in the ETF Concept Plan falls primarily to the Province, two regional districts and sixteen municipalities, through which the route travels. Local governments have authority and responsibility for land management and planning, as well as the provision of recreation infrastructure through park functions. The Province has significant holdings in Crown Land and trail function. The trail is already 43% in place, co-locating along municipal, regional and provincial trails, and the remaining 315 km gap is mostly identified in regional and municipal plans. The Province also has an important role supporting trail development by facilitating the transfer of any necessary Crown lands and by adopting an operational statement that clearly supports recreational access along dyke structures. Trails BC, both as a regional trail organization, and as BC's representative agency for the Trans Canada Trail, plays, and will continue to play, a strong role in advocating for trail connectivity through the Lower Mainland, route identification and as an Experience the Fraser partner. There are ongoing opportunities for First Nations, Port Metro Vancouver, businesses and land owners and other interests to become advocates for the Canyon to Coast Trail and participate in its delivery.

STRATEGY 1.1.1 Complete seven priority segments of the Canyon to Coast Trail, adding 81 km and completing 70% of the Vision Route.

Planned Actions

<i>Metro Vancouver (Lead - L) will work with the Province (Support - S), the Department of Fisheries and Oceans (S), industrial land owners (S) and the City of New Westminster (S) to connect the Brunette-Fraser Greenway east from Sapperton Landing to Spruce Street with a long-term aim of connecting off-road to Coquitlam. This trail segment is part of a Foundational Program segment of the Canyon to Coast Trail. The project also involves bank restoration and in-stream works along the Brunette River, and is part of Metro Vancouver's Ecological Health Action Plan (2011).</i>	2012-2014 Concept Plan for Restoration \$20,000 Trail cost to be determined
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The <i>Fraser Valley Regional District</i> (L) will undertake a Trail Study to better understand the construction costs of implementing the ETF Vision Route within the FVRD, and to help prioritize trail segments to advance.	2012 Existing Resources
The <i>District of Kent</i> (L) will complete the Mountain View System by widening a kilometre of the shoulder along Mountain View Road.	2012 \$15,000
The <i>District of Kent</i> (L), with support from the <i>Province</i> (S), will create a pedestrian-friendly pathway between Morrow Road (Haig Highway) and the Tea Cup (Highway 7 and 9) which will include a connection to the end of the Mountain View Trail.	2014-2015 \$50,000
The <i>Township of Langley</i> (L), with financial support from the <i>Province</i> (S) through the Community Recreation Grant, will complete 2.5 kilometres of shared-use trail connecting from Derby Reach Regional Park west to the Golden Ears Bridge. The trail will be 3 metres wide and include signage, benches and landscaping. This work will complete a significant section of the Trans-Canada Trail, and will complete the longest segment of the Canyon to Coast Trail, over 33 km connecting four municipalities.	2012-2013 \$525,000
The <i>Township of Langley</i> (L), in partnership with <i>ParkLane Developments</i> (S) and funding from the Province's Local Motion Program (S), will construct the Bedford Landing Overpass, a pedestrian and cycling bridge over the CN Railway with a connecting trail to the Fort to Fort Trail and the community of Fort Langley.	2012 \$500,000
The <i>Township of Langley</i> (L) will design a shared-use overpass to connect the Fort Langley National Historic Site over the CN Railway and River Road to the Fraser River waterfront.	2012-2013 \$50,000
The <i>District of Maple Ridge</i> (L) and <i>District of Mission</i> (L) will explore options to connect the two municipal trail systems.	2012-2013 Existing Resources
The <i>City of Pitt Meadows</i> (L) and <i>District of Maple Ridge</i> (L) will develop a trail connection under the Golden Ears Bridge, connecting from just south of Airport Way to Kingston St. and continuing south to the river. This is part of a Foundational Program connection to Port Hammond.	2012 \$40,000
The <i>City of Pitt Meadows</i> (L) will continue to work with the <i>Province</i> (S) and the <i>Katzie First Nation</i> (S) to extend the Pitt River Greenway east to Maple Ridge under the Golden Ears Bridge.	2014-2015 Existing Resources
The <i>City of Surrey</i> (L) will undertake a Fraser River Access Study to identify barriers to public access and determine a long-range plan for promoting public access to the waterfront, including the development of the Riverside Greenway as proposed along the south edge of the South Fraser Perimeter Road.	2013 \$150,000

The <i>City of Surrey</i> (L) will work with the <i>Ministry of Transportation and Infrastructure</i> (S) to secure a right of way for the proposed Riverside Greenway as part of the South Fraser Perimeter Road project.	2013-2014 Cost to be Determined
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STRATEGY 1.1.2 Secure recreational access along six priority dyke segments

Planned Actions

The <i>Province</i> (L) with the support of <i>Metro Vancouver</i> (S) and the <i>Fraser Valley Regional District</i> (S), will develop and adopt an Operational Statement supporting Recreational Access on Dyke Structures.	2012 Existing Resources
The <i>Fraser Valley Regional District</i> (L) will explore options identified in the Illustrative Foundation Program to advance the Canyon to Coast Trail along the dyke system. Funds will be spent on the project(s) that are best aligned with existing resources and partnerships and have the potential to leverage other contributions.	2012-2015 2012 prov. funds

STRATEGY 1.1.3 Advance implementation through the exploration of interfaces with Industry, Agriculture, and Rail.

Planned Actions

<i>Metro Vancouver</i> (L) will facilitate outreach with industrial land owners along the river to develop design guidelines for the trail's interface with industry and will implement one demonstration project - location to be determined.	2013-2014 Cost to be Determined
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1.2 RECREATIONAL BLUEWAY

The Recreational Blueway component of Experience the Fraser expresses the recreational use of the river itself. The Blueway is best expressed through the infrastructure that supports recreational use of the Lower Fraser River, including boat launches, access points, day-use facilities and camping. The two regional districts, municipalities and the Province are mainly responsible for delivering blueway infrastructure. This role is derived from their responsibilities for land management and planning as well as the provision of recreation infrastructure through park functions. The Marine Trails Network Association of BC is a registered society dedicated to establishing a network of accessible sites along the BC Coast, including sections of the Fraser River. They work closely with the Province's Recreational Site and Trails BC and continue to provide input to the ETF project.

STRATEGY 1.2.1 At eight locations between the Alex Fraser Bridge and Hope, build a new, or enhance an existing, boat launch to ensure adequate river access as a minimum of

every fifteen kilometres along the river, and improve water access and amenities at locations identified in the Foundation Program.

Planned Actions

<i>Metro Vancouver</i> (L), <i>the Fraser Valley Regional District</i> (L) and <i>the District of Mission</i> (L) will explore an appropriate location to provide an improved boat launch near the Mission Bridge, either as part of Matsqui Trail Regional Park improvements or at the Mission waterfront.	2012-2013 Cost to be Confirmed
The <i>Township of Langley</i> (L) will conduct a feasibility study for the relocation of a motorized boat launch out of Bedford Channel / Marina Park.	2012-2013 \$30,000

STRATEGY 1.2.2 Complete five new or enhanced pedestrian / cycling water crossings to advance connectivity over the river.

Planned Actions

<i>The Fraser Valley Regional District</i> (S) and <i>the District of Hope</i> (S) will advocate for the <i>Province</i> (L) to revitalize the Kettle Valley Railway Bridge at Hope to facilitate pedestrian and cyclist access below the Hope Bridge and provide trail connectivity on either side.	2012-2015 Cost Not Yet Determined
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STRATEGY 1.2.3 Ensure vehicle bridges not only provide for adequate pedestrian and cyclist connectivity and community trail connections, but also, where appropriate, function as destinations with viewpoints, opportunities for education and interpretation, public art and Experience the Fraser branding.

Planned Actions

<i>Metro Vancouver</i> (S) will participate in the Pattullo Bridge Replacement consultation process to advocate for the new bridge to provide a dedicated trail for pedestrian and recreational cyclist connectivity, viewpoints and interpretive and educational opportunities.	2012-2013 Existing Resources
<i>Metro Vancouver</i> (S) will participate in discussions about a replacement / expansion of the George Massey Tunnel and advocate for good pedestrian and cycling access and connectivity, viewpoints and interpretive and educational opportunities to be included in any solution.	Cost Not Yet Determined
The <i>Province</i> (L) will integrate the multi-use ETF trail across the new Port Mann Bridge, minimize the exposure of pedestrians and cyclists to highway traffic and improve access by pedestrians and cyclists to parks and greenways on both sides of the Fraser.	2013 Cost Not Yet Determined

GOAL 2

LINK AND INSPIRE EXPERIENCES ALONG THE RIVER

2.1 AMENITY AND FEATURES POINTS - CREATING DESTINATIONS

Creating and enhancing destinations along the Fraser River is being undertaken by all levels of government, First Nations, other agencies, the private sector, and NGOs. Over 300 discrete, location-based opportunities to either build or enhance 'experiences' along the Fraser were identified in the ETF Concept Plan. There are also a number of non-spatially-based opportunities as well as some that apply at numerous locations throughout the project area.

STRATEGY 2.1.1 Improve recreational and cultural infrastructure along the Lower Fraser River to build one of the world's great river destinations

Planned Actions

<i>Metro Vancouver</i> (L), with some financial support from the <i>Province</i> (S), will expand and enhance the Mission Bridge Day-Use Area at Matsqui Trail Regional Park in Abbotsford, including parking, river viewpoint, washrooms, and water access; and create a new Riverfront Day-Use Area.	2013-2015 \$1,150,000 + 2012 prov. funds
<i>Metro Vancouver</i> (L) and the <i>City of Surrey</i> (L), with some financial support from the <i>Province</i> (S) will open the parkland at Surrey Bend Regional Park and develop a new park with a riverfront trail, trail access and amenities.	2012-2014 \$3,500,000 + 2012 prov. funds
<i>Metro Vancouver</i> (L) will improve day-use amenities at Colony Farm Regional Park including new washrooms along the trail alignment.	2012-2013 \$900,000
<i>Metro Vancouver</i> (L), with financial support from the <i>Province</i> (S), will improve water access at Kanaka Creek Regional Park in Maple Ridge including improved canoe launching.	2014 \$50,000 + 2012 prov. funds
<i>Metro Vancouver</i> (L), the <i>Fraser Valley Regional District</i> (L) and <i>participating municipalities</i> (S) will continue to focus park acquisition along the Fraser River, among other priorities, to support ETF.	Ongoing
<i>Metro Vancouver</i> (L) and the <i>Fraser Valley Regional District</i> (L) will collaboratively plan, manage and enhance Sumas Mountain Interregional Park.	2013-2014 Cost Not Yet Determined
The <i>Sts'ailes (formerly Chehalis Indian Band)</i> (L) and the <i>Hancock Wildlife Foundation</i> (S) will develop the Sp'óq'es (Bald Eagle) Café where the public can view and appreciate bald eagles feasting on spawned out salmon carcasses.	2012-2013 \$85,000

<i>The Province of BC (S) will assist Metro Vancouver (L) and the Fraser Valley Regional District (L) with acquiring access to, tenure, or transfer of Provincial lands and improvements for the project, including Crown Lands, dykes, and utility corridors (as per the MOU, April 9, 2012).</i>	Ongoing
<i>The Village of Harrison Hot Springs (L), with financial support from the Province (S), will construct a splash water park for children on the beach.</i>	2012-2013 \$250,000
<i>The Village of Harrison Hot Springs (L), with the financial support of the Province (S) will make improvements to the tourism infrastructure with a focus on the waterfront.</i>	2012-2015 \$1,550,000
<i>The Corporation of Delta (L) will undertake the revitalization of the Ladner Waterfront including improvements to waterfront access, boardwalks and trails, mixed use redevelopment permitting pedestrian-oriented retail, commercial, recreation, public use, with office and residential uses above the first story. The redevelopment will also encourage public art, and interpretation of the agricultural, fishing, First Nations and multi-cultural heritage of Ladner.</i>	2014-2015 Cost Not Yet Determined
<i>The City of Richmond (L) will update and enhance the Steveston Waterfront Wayfinding and Signage System with more directional signage including creative wayfinding (e.g. distinctive bronze markers in the ground, theme-oriented walks, potential apps. and an interpretation plan).</i>	2013-2014 \$150,000
<i>The City of Richmond (L) will, jointly with the Federal Government of Canada(S), develop a Steveston Harbour Business Plan. A long-term vision for the redevelopment of the harbour was developed by Small Craft Harbours. The City will hire a consultant to provide a business case for the need to dredge the Steveston Channel to keep it open and economically viable and sustainable for both the fishing industries and the upland businesses and the City.</i>	2013-2014 \$100,000

STRATEGY 2.1.2 Brand and Market Experience the Fraser and the Canyon to Coast Trail

Planned Actions

<i>Metro Vancouver (L) and Fraser Valley Regional District (L), with funding from the Province (S), will develop an ETF sign plan including sign design, standards and acquisition protocol for Experience the Fraser's Canyon to Coast Trail and Blueway.</i>	2013 2012 prov. funds
<i>Metro Vancouver (L) and Fraser Valley Regional District (L), with funding from the Province (S), will develop an ETF panel to be used on Park Kiosks along the vision route to describe the project and its long term goals.</i>	2013 2012 prov. funds
<i>Metro Vancouver (L) and Fraser Valley Regional District (L), with funding from</i>	2013

the <i>Province</i> (S), will develop an ETF Speakers' Bureau.	2012 prov. funds
<i>Metro Vancouver</i> (L) and the <i>Fraser Valley Regional District</i> (L), with funding from the <i>Province</i> (S), will develop a travelling exhibit to use at event and festivals to continue to brand and market ETF and generate community excitement.	2013 2012 prov. funds
<i>Metro Vancouver</i> (L), with funding from the <i>Province</i> (S), will partner with <i>Port Coquitlam</i> (S), <i>Pitt Meadows</i> (S), and <i>Township of Langley</i> (S), and <i>Trails BC</i> (S) to sign the portion of Phase I of the Canyon to Coast Trail in Metro Vancouver from historic Fort Langley to Colony Farm Regional Park (33 km).	2013 2012 prov. funds
<i>Metro Vancouver</i> (L), with funding from the <i>Province</i> (S), will sign regional parks within Metro Vancouver along Phase I of the Canyon to Coast Blueway from the Water Trail side.	2014 2012 prov. funds
<i>Metro Vancouver</i> (L) will develop an iTrails app for smart phones, providing trail information for users on trails throughout Metro Vancouver.	2012 Cost not yet Determined
<i>Metro Vancouver</i> (L) and the <i>Fraser Valley Regional District</i> (S) will work collaboratively to make ETF data seamless and available for trail users.	2013 Cost not yet Determined
The <i>Fraser Valley Regional District</i> (L), with funding from the <i>Province</i> (S), will partner with <i>municipalities</i> (S) and others to sign the portion of the Phase I of the Canyon to Coast Trail in the FVRD on completed segments of dyke trail.	2014-2015 2012 prov. funds
The <i>Province of BC</i> (Tourism BC and specifically the Vancouver Coast and Mountain Region Office) (L) to develop a branding and marketing plan that supports provincial objectives.	2013-2014 Cost not yet Determined

GOAL 3

DEVELOP ENDURING AND COMMITTED PARTNERSHIPS

3.1 GOVERNANCE

Successfully delivering the Experience the Fraser vision is contingent on broad participation where partners see themselves in the project and are inspired to deliver components within their jurisdiction

and that are aligned with their interests. The founding ETF partners are Metro Vancouver, the Fraser Valley Regional District and the Province of BC. The regional districts, in partnership with municipalities in the Project Area, are the key deliverers of ETF vision because of their responsibilities for land use planning and management, the provision of recreation infrastructure through their Parks functions, and their philosophical and practical experience in community engagement. The Province has an important and ongoing role to play through the delivery of the Provincial Trails Strategy, responsibility for Tourism BC, Crown Lands, active transportation interests and potential funding opportunities.

Non-governmental organizations with a river-wide mandate (e.g. Trails BC and the Rivers Institute) and river-wide partnerships (e.g. Fraser Basin Council and the Fraser River Salmon Table) have a special role to play in that their work, although separate, partially overlaps and integrates the objectives of Experience the Fraser. They are uniquely positioned to deliver key parts of the ETF vision simply by meeting their own mandates. First Nations, other agencies, community groups with recreation, conservation, heritage and culture, and tourism interests, and the private sector, including industrial and agricultural land owners, philanthropic interests, and business interests all have a valuable role to play if and where they choose to participate.

A well-defined governance structure that lays out roles and responsibilities for participants including decision making, accountability, strategic planning, project management and administration and the flow of information and resources is an essential component of successful implementation. The ETF Concept Plan identifies the development and confirmation of a sustainable governance and financing model as a significant priority for the Implementation Plan.

STRATEGY 3.1.1 Define the governance model and partner roles

Planned Actions

<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will continue to jointly and collaboratively lead ETF, formalizing the relationship and roles and responsibilities through an MOU. This will be an interim governance structure for 3-5 years, and is essentially the role that the Metro Vancouver and the Fraser Valley Regional District have been playing since the project's inception in 2009. It includes strategic planning, partnership development, acting as the project catalyst and convenor responsible for developing the concept, tracking progress and outcomes.</i>	Ongoing
<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will continue to brand and market Experience the Fraser within the context of their corporate mandates.</i>	Ongoing
<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will continue to implement the Foundational Program – building and operating the Canyon to Coast Trail, Blueway and Amenity and Feature Points within their jurisdiction,</i>	Ongoing

and influencing the implementation of the Program beyond their mandate. <i>Metro Vancouver</i> (L) and <i>the Fraser Valley Regional District</i> (L) will continue to advance a long-term governance model. Two preferred options will be considered: a) an Experience the Fraser Project Board or b) an Experience the Fraser Foundation.	Ongoing
<i>The Province</i> (L) will continue to be a key partner in the project as laid out in the ETF MoU, April 2012.	Ongoing
<i>Municipalities</i> (L) within the Project Area endorse the Experience the Fraser Concept as a regionally important and beneficial initiative that warrants broad participation; commit to integrating ETF into municipal plans and actions (such as Official Community Plans, Park and Trail Plans) wherever feasible.	Ongoing

STRATEGY 3.1.2 Strategic Planning, Tracking and Celebrating Outcomes

Planned Actions

<i>Metro Vancouver</i> (L), with the support of the <i>Fraser Valley Regional District</i> (S), will undertake the planning for, and integration of, the North Arm of the Fraser River into ETF. [Vancouver (S); Burnaby (S); Richmond (S); New Westminster (S)]	2013
<i>Metro Vancouver</i> (L) and the <i>Fraser Valley Regional District</i> (L) will maintain the ETF Planning Atlas and GIS components, and track progress and emerging opportunities.	Ongoing
<i>Metro Vancouver</i> (L) and the <i>Fraser Valley Regional District</i> (L) will host an annual event to celebrate successes and track progress on implementation.	Ongoing
<i>Metro Vancouver</i> (L), the <i>Fraser Valley Regional District</i> (L), and the Province (L) will collaborate on strategies to support ETF on an ongoing basis (e.g. ETF's integration into the Provincial Trail Strategy, ETF's branding and marketing and fit with the Province's Gaining the Edge Tourism Strategy).	Ongoing
<i>Municipalities</i> (L) within the Project Area will continue to provide a staff liaison to the project to integrate ETF into municipal plans and projects where feasible and appropriate, and to participate in ongoing implementation tracking.	Ongoing

3.2 SUSTAINABLE FINANCING

A key question that is often asked about ETF is how much will it cost. The answer really depends on what you choose to call an ETF project versus those which are either influenced by, or simply support ETF objectives.

Experience the Fraser will be implemented by many agencies and organizations within the context of existing plans and budgets. The majority of actions identified in the Concept and Implementation Plans are already identified in Official Community Plans and parks, greenways and other plans. It is through stitching all of our collective, planned initiatives together, that Experience the Fraser as a regional tourism brand and product will begin to emerge, and the reality that the whole is much greater than that sum of its parts become evident. There is great momentum in the actions already planned along the Fraser River. These projects are being planned within a local context for many reasons, and, once completed, will also serve to advance ETF's objectives and benefit the region as a whole. For example, there are a number of large waterfront redevelopment projects underway in the region being undertaken by municipalities. These are not directly Experience the Fraser projects, and are being undertaken by municipalities for their own benefits, yet, the outcomes also clearly advance ETF exemplify ETF's objectives - from an improved connectivity, infrastructure and/or programming base along the river, and the ongoing development of a regional tourism destination.

And, as efforts along the river continue, they in turn spur new opportunities and stimulate further investments. For example, in the past five years, as new segments of trail have been added in Pitt Meadows and the Township of Langley, one new bicycle shop with a rental component has opened up, and another has received approval to open. A new Bed and Breakfast has also opened along a new segment of trail.

However, in terms of planning, there will possibly be some opportunity costs or trade-offs. As attention and momentum continue to turn towards the Fraser River, other projects or priorities may have to be put on hold. All implementation partners will have to evaluate the consequences of such decisions and act accordingly.

There are three types of costs associated with Experience the Fraser. First, there are the capital costs - those associated with building or developing the 300+ projects in the Concept Plan, and second, there are project costs - those associated with carrying the ETF vision, administration, strategic planning, fundraising, tracking progress, communications and outreach. There will also be operating and maintenance costs to the capital project. The capital and operating costs will be the responsibility of the agencies, organizations, and partnerships undertaking the projects. The benefits that ETF provides include the brand identity, as we collectively continue to build a globally renowned tourism destination, and the ability to leverage partnerships and additional funding opportunities. The project costs are strongly associated with the chosen governance model. Sustainable financing includes both types of costs.

STRATEGY 3.2.1 Secure sustainable financing for project costs and capital projects

Planned Actions

<i>The Province (L)</i> will consider requests from <i>Metro Vancouver</i> and the <i>Fraser Valley Regional District</i> for additional funding as stipulated in the Memorandum of Understanding, April 9, 2012.	Ongoing
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<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will seek ongoing and consistent funding opportunities for ETF as part of the exploration of a long-term governance structure. Options not dependent on an annual grant include: taxation authority, membership shares or fees, portion of the gas tax, and fundraising through non-profit.</i>	Ongoing
<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will, in the short term, investigate means to funnel/ grant funds provided to regional districts for ETF purposes, to other partners and projects.</i>	2012
<i>Metro Vancouver (L), the Fraser Valley Regional District (L), and Municipalities (L) within the Project Area will continue to align Capital Plans with ETF objectives wherever feasible, seeking to leverage funds and additional public and private sector partners.</i>	Ongoing

GOAL 4

BUILD AND DEEPEN CONNECTIONS TO THE RIVER

4.1 PROGRAMMING

STRATEGY 4.1.1 Develop programs, displays, events and other means of building and enhancing personal connections to the river.

Planned Actions

<i>Metro Vancouver (L) and the Fraser River Discovery Centre (L), with support from the Province (S), will build a permanent display at the Fraser River Discovery Centre that support ETF themes and helps delineate the FRDC as part of ETF's Urban Portal at the New Westminster waterfront. This will build brand-identity, provide education, awareness, and interpretation of the river.</i>	2013 \$30,000
<i>The Fraser River Discovery Centre (L), with support from the City of New Westminster (S), Metro Vancouver (S), the Province of BC (S), the Vancouver Foundation (S), and Suncor Energy Foundation (S) will replace 22 interpretive, Fraser River themed panels along 1.3 km of the New Westminster waterfront. One panel will be focused on ETF as a project.</i>	2012 \$46,000
<i>The Fraser Valley Regional District (L) and the Mission Harbour Authority (L) will build interpretive signage and displays in the River Interpretation Centre along the Mission waterfront.</i>	2012 \$6,000
<i>Metro Vancouver (L) and the Fraser Valley Regional District (L) will advocate for</i>	2013

<i>Parks Canada</i> to nominate the Fraser River Dyking Story as a national historic event and to program it accordingly at National Historic Sites along the river.	Cost Not Yet Determined
<i>Metro Vancouver</i> and the <i>Fraser Valley Regional District</i> (L) will continue to work with <i>First Nations</i> in the Project Area to explore opportunities to develop the cultural and heritage themes along the river and associated programming.	2013-2014 Existing Resources
The <i>City of Richmond</i> (L) will develop a 'Steveston Pass' allowing access into all the different sites/ amenities/programs in Steveston - both private and public. The intent is to promote spending half-day or full-day experiencing Steveston, both on land and on the water.	2012-2013 \$75,000
The <i>City of Richmond</i> (L) will put on an interactive play (as well as temporary public art) that uses the Britannia Heritage Shipyards as a theatrical stage. Historic elements, as well as the river, will be used as props in telling the stories of the past. The Salmon Row Cultural Event at Britannia ran for 10 days in 2011 and was highly successful. The company Mortal Coil has been hired to stage another cultural event in August, 2013.	2013 \$200,000
<i>The Province</i> , through the Gateway Program (L) will work with <i>First Nations</i> and the <i>Delta Heritage Commission</i> (S) to preserve the St. Mungo archaeological site in Delta (as a result of the South Fraser Perimeter Road environmental assessment process). A site management plan has been developed and works are in progress to create a trail system, with educational signage and artwork, incorporating traditional knowledge, to protect and commemorate the site.	2013-2014 Cost Not Yet Determined
<i>Trails BC</i> (L), <i>Metro Vancouver</i> (S), and the <i>Fraser Valley Regional District</i> (S) will host an annual Trans Canada Trail focused trail event that connects to the Fraser River. In 2012, the Trans Canada Trail Challenge travelled from Colony Farm Regional Park to historic Fort Langley, along 33 km of ETF trail.	Ongoing Cost Not Yet Determined

CONCLUSION

The Experience the Fraser Implementation Plan is a snapshot of planned provincial, regional district and municipal actions toward advancing ETF's Foundational Program in the next 3-5 years. It is, by necessity, a living document to be strengthened as communities, businesses, industry, community groups and motivated individuals continue to see the benefits of contributing to this incredible project.

Come, and Experience the Fraser!

DRAFT



EXPERIENCE THE FRASER

Lower Fraser River Corridor Project
CONCEPT PLAN – NORTH ARM ADDENDUM





"AT HOPE, THE FRASER RIVER ABANDONS THE LAST REMNANTS OF ITS WILD PAST, SWINGS WESTWARD IN A GREAT 90 DEGREE ARC AND ASSUMES A TRANQUIL FACE AS IT FLOWS MAJESTICALLY, UNHURRIEDLY, TOWARDS THE PACIFIC OCEAN. STILL 140 KILOMETRES FROM THE SEA, THE RIVER AT HOPE IS ONLY ABOUT FIVE METRES ABOVE SALT WATER. FOR A WHILE MOUNTAINS LOOM DARKLY OVERHEAD, RELUCTANT TO LET THE RIVER GO; DISCREETLY, THEY WITHDRAW TO A RESPECTFUL DISTANCE. NOW, AT LAST, THE FRASER HAS SPACE ENOUGH TO ASSUME A WIDTH APPROPRIATE TO ITS GRANDEUR. THE VALLEY WIDENS, FERTILE WITH SOIL CARRIED BY THE RIVER FROM ERODING SLOPES HUNDREDS OF KILOMETRES UPSTREAM. CARESSED BY A GENTLE OCEANIC CLIMATE, THE GREEN AND PLEASANT LAND IS A WIDENING CORNUCOPIA POURING ITS WEALTH TOWARD THE SEA."

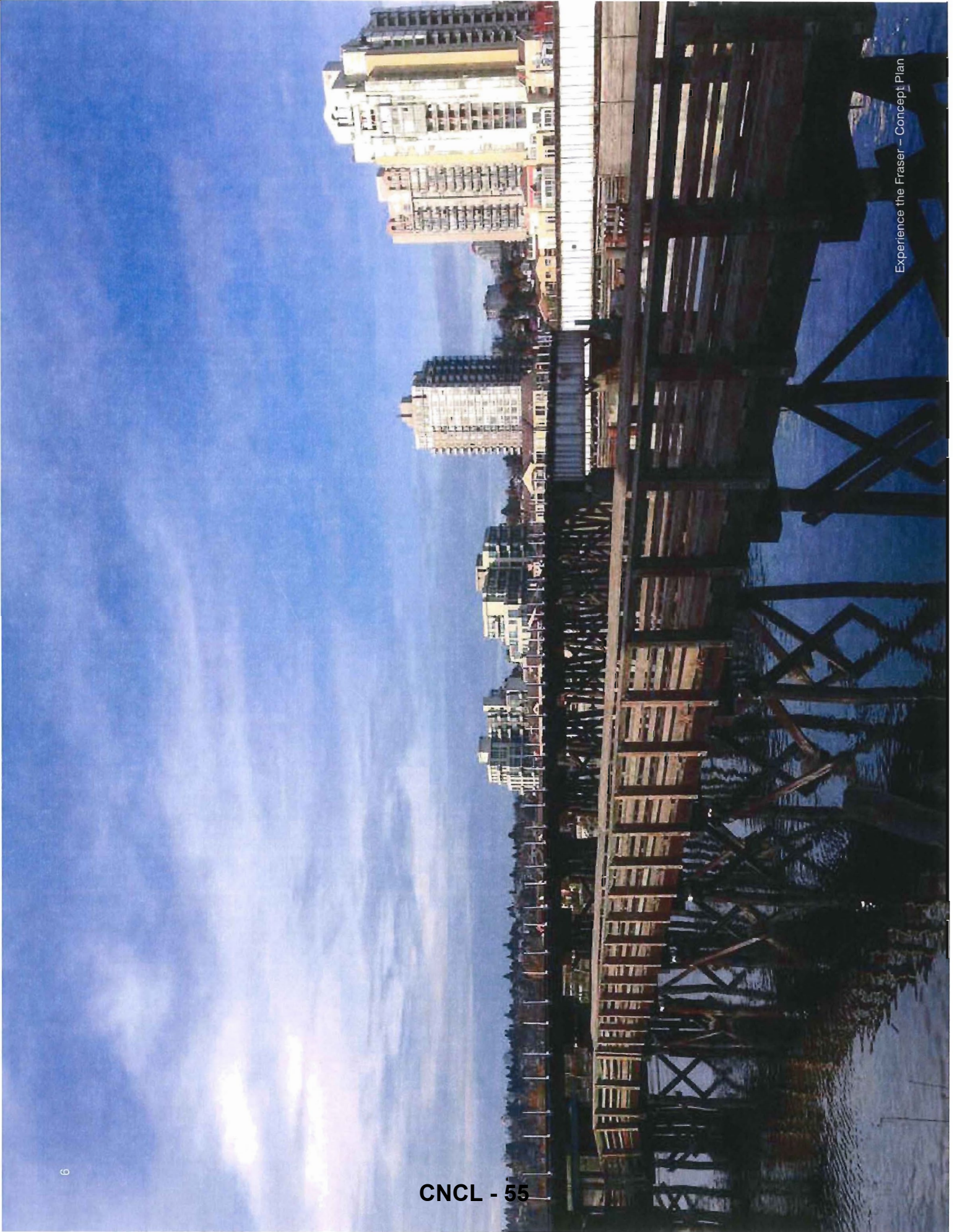
RICHARD C. BOCKING - MIGHTY RIVER, A PORTRAIT OF THE FRASER (1997)

Table of Contents

INTRODUCTION	7
Fraser River North Arm	8
The Concept	11
Canyon to Coast Trail	13
Canyon to Coast Blueway	13
The Confluence.....	15
International Gateway – Vancouver International Airport	16
Coast Entry Points & ‘Kilometer 0’	16
Nodes	18
Illustrative Foundational Program	20
Aspirations... More Big Ideas.....	22

List of Figures

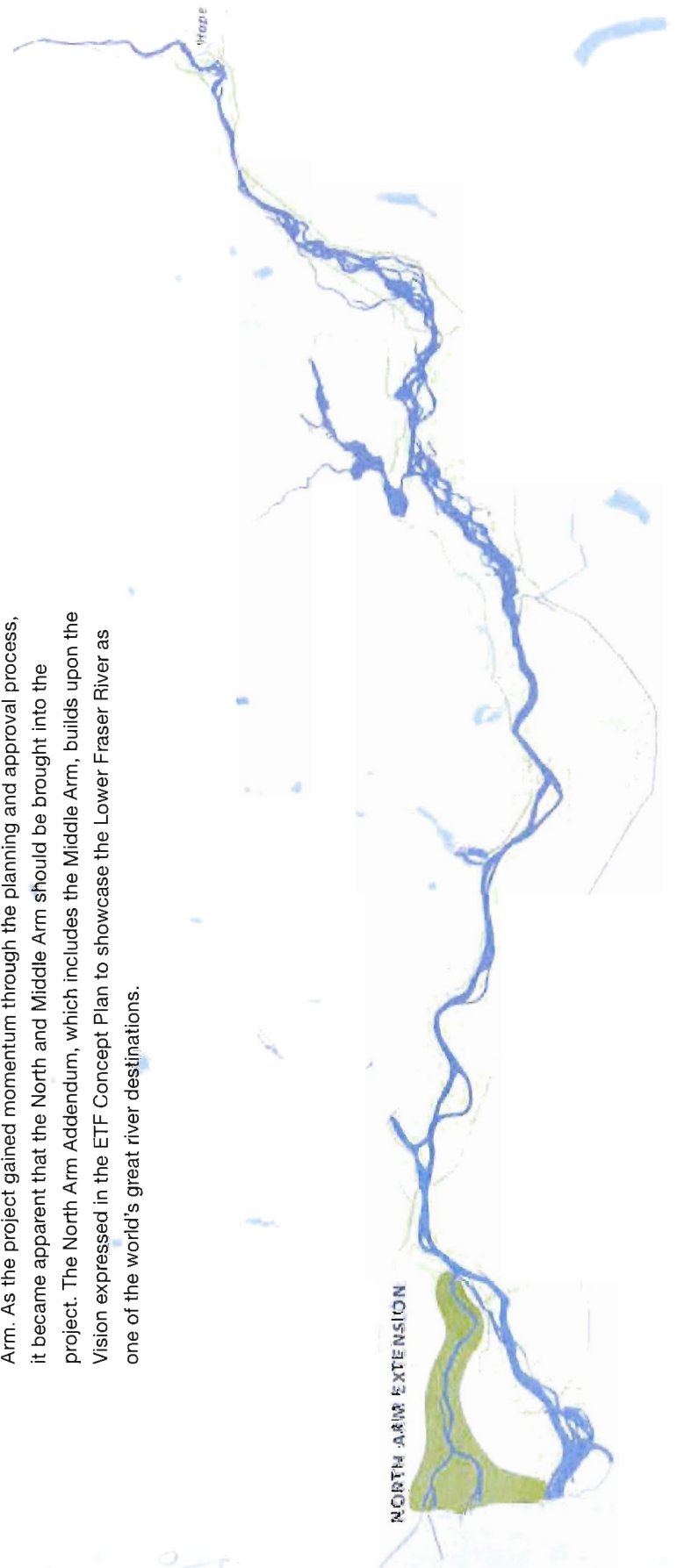
Figure 1: The Project Area.....	10
Figure 2: Connected Networks: Situating Experience the Fraser	18
Figure 3: Experience the Fraser: Concept Plan Map.....	30
Figure 4: ETF Planning Atlas.....	32
Figure 5: Bridges along the Lower Fraser River	34



INTRODUCTION

Experience the Fraser (ETF) is a unique vision to connect communities, parks, natural features, historic and cultural sites and experiences along the Lower Fraser River. The Canyon to Coast Trail and Recreational Blueway are the backbone of the project, connecting Hope to the Salish Sea by trail and via the river itself. The ETF Concept Plan, approved in 2012, establishes a vision, goals, themes and framework for the long-term development of the Canyon to Coast Trail and Blueway.

The geographic scope of ETF was originally focused on the Fraser River South Arm. As the project gained momentum through the planning and approval process, it became apparent that the North and Middle Arm should be brought into the project. The North Arm Addendum, which includes the Middle Arm, builds upon the Vision expressed in the ETF Concept Plan to showcase the Lower Fraser River as one of the world's great river destinations.



Fraser River North Arm

The Urban Portal at the New Westminster Quay and Queensborough Node, from the ETF Concept Plan, are the starting point and eastern gateway to the North Arm Extension. The North Arm splits off the main channel at New Westminster and extends 25 kilometres west through Burnaby, North Richmond and Vancouver to the Salish Sea, with the Middle Arm splitting off at Sea Island. The North and Middle Arms have a rich natural and cultural heritage and pass through some of the most densely populated and developed stretches of the river for which water-dependent industry and all aspects of the working river are the main focus. In addition, this stretch of river provides abundant habitat, parks, trails, recreation and community events.

In many ways the North Arm is a microcosm of the larger ETF corridor. From Queensborough, to the dyke trails of Richmond, to Burnaby Fraser Foreshore Park, to the industrial riverfront in Vancouver and the agricultural landscape of east Richmond - the North Arm includes a remarkable range of landscapes in a relatively compact corridor. At the same time, the North Arm brings new and completely unique features and amenities to the project: an international airport (YVR) , a dedicated pedestrian and skytrain river crossing (Canada Line), urban dyke trails, swing bridges and the Richmond Olympic Oval, to name a few.



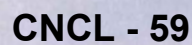
The timing of the ETF project aligns with a renaissance, of sorts, for the North and Middle Arm of the Fraser. Government, First Nations and private enterprise are making investments in parks, trails, art and culture, the environment, new communities and businesses with the river emerging as the defining natural and community feature in this part of the lower mainland. Much like the original ETF Concept Plan, the North Arm Addendum is not starting from scratch. The project seeks to link these initiatives, communities, parks and trails together and in turn package, promote and physically connect them to the broader ETF network and collective vision that extends from Hope to the Salish Sea. ETF looks to fill connectivity gaps, add experiences where possible and foster partnerships.

The four core goals that guided the original Concept Plan are also foundational to the planning of the North Arm Extension:

1. Connect Hope to the Salish Sea
2. Link and inspire experiences along the river
3. Develop enduring and committed partnerships
4. Build and deepen connections to the river



TRAIL		BLUEWAY	
	Vision Route		Route
	Interim Route		Arterial
	Future Extension Opportunity		Existing Mode
	Existing Route (original concept plan)		Node
			Global Gateway
			Free North Arm Confluence
			Coast Point
			Foundational Program
			Community Connection



The Concept

Connecting into the broader ETF network at the Urban Portal and Queensborough Node in New Westminster, the North Arm Addendum proposes an expanded Canyon to Coast Trail and Recreational Blueway, six new Nodes and a focus on the emerging dynamism and potential of 'The North Arm Confluence'. The Concept includes a Global Gateway and introduces the idea of Canyon and Coast Points proposed in support of the long term vision of end-to-end travel of the Canyon to Coast Trail.

-NORTH ARM EXTENSION-

-14 KEY ACTIONS

-COAST POINTS.

-NORTH ARM CONFLUENCE-

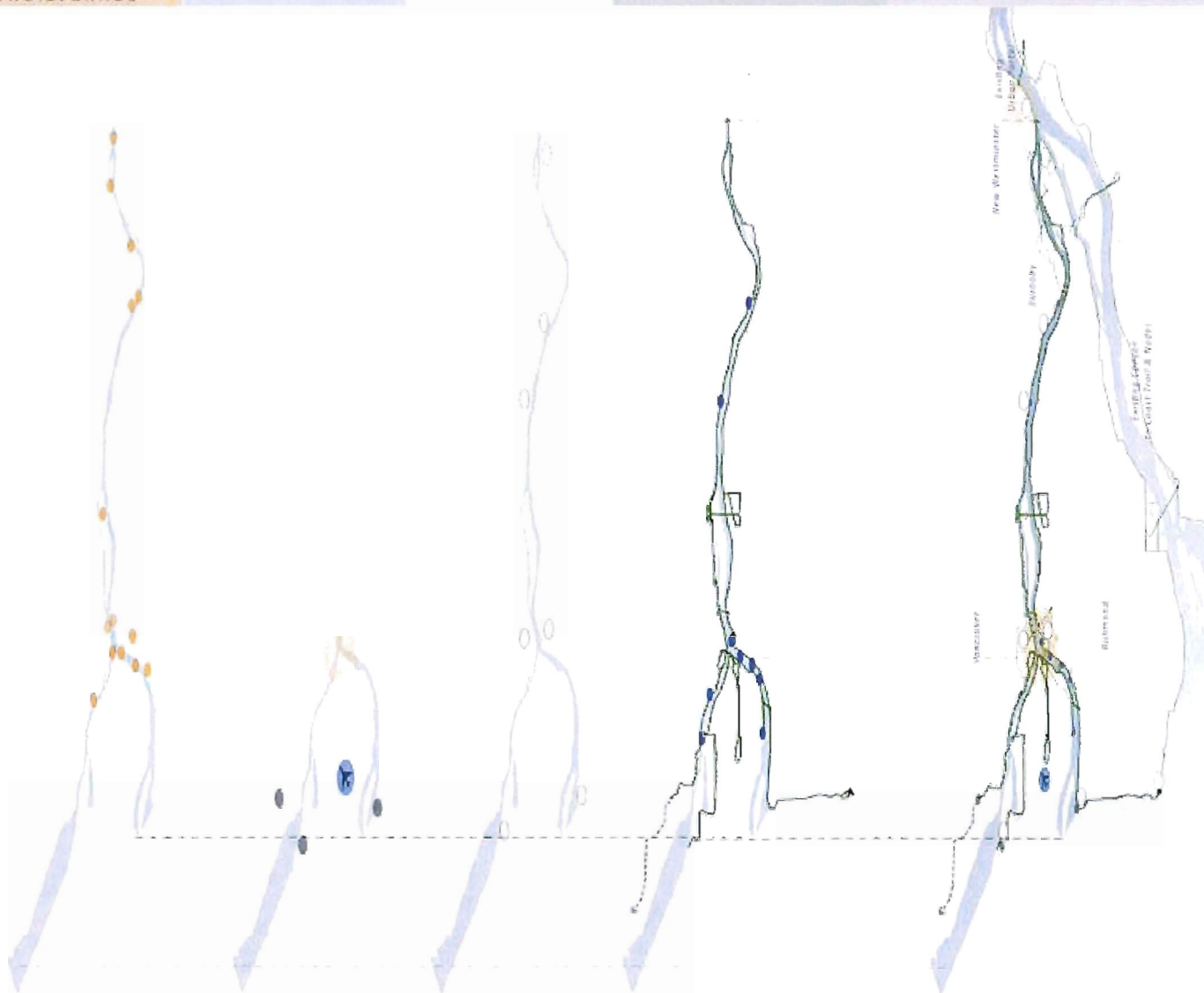
-INTERNATIONAL GATEWAY-

-URBAN PORTAL-
(ENDING)

-FRASER RIVER COMMUNITIES
A ICONIC PARKS-

2. BLUETAIL APPETITES

-92 km CANYON TO
COAST TRAIL EXTENSION -
169 km existing



-NORTH ARM EXTENSION-

-TRAIL & BLUEWAY-

-NODES-

ELEMENTS

FOUNDATIONAL
PROGRAM

Canyon to Coast Trail

The North Arm Extension adds 92 kilometres to the Canyon to Coast Trail (CTCT) Vision Route. 69 Kilometres of the North Arm CTCT Vision Route already exists, 32 kilometres of which are on road. The North Arm Extension brings several popular existing trails into the CTCT network: the BC Parkway, New Westminster North Arm Trail, the Burnaby Fraser Foreshore Park Riverfront Trail, the West Richmond Dyke Trail, Richmond Middle Arm Trail and Vancouver Riverfront Trail (western and eastern portion).

Interim, often on road, routes have been identified to provide temporary access around gaps in the CTCT network. Key gaps include riverfront routes through Marpole and Richmond City Center, the Burnaby - New Westminster connection and Richmond - New Westminster (Queensborough) connection. A future connection to the main spine of the University of British Columbia (UBC) Greenway Network is identified.

The Urban Portal is a trail and transit hub with links to the BC Parkway, Central Valley Greenway, Brunette Fraser Regional Greenway, Trans Canada Trail and Skytrain. With the addition of the North Arm, the Urban Portal also functions as a key intersection for the Canyon to Coast Trail with opportunities to travel along the North or South Arm, heading east or west on either side of the river. The North Arm Confluence is an emerging trail and transit hub with links to regional and municipal greenways, the Trans Canada Trail and Canada Line.

Bridges, both existing and proposed, play a key role in the ETF Vision Route as features and North-South loop options.

The separated trail on the Canada Line Bridge and proposed New Westminster Q2Q Bridge (Queensborough to the New Westminster Quay) are destination crossings. When built, the Q2Q Bridge will be the first pedestrian only bridge on the lower Fraser River.



Canyon to Coast Recreational Blueway

The North and Middle Arm add a new dimension to the Canyon to Coast Recreational Blueway. Quieter in terms of current and deep sea traffic, which only uses the South Arm, the North Arm is roughly a third the width of the main channel and handles 10 per cent of the overall Fraser River outflow. Existing Blueway amenities on the North Arm include the Macdonald Beach Boat Launch, River Rock Casino Marina and a number of viewpoints, boardwalks and weirs. The Middle Arm is particularly active for recreational and pleasure craft use with several marinas and the University of British Columbia Boathouse. Additional blueway amenities and access are planned by private enterprise and City of Richmond over the long term.

The North Arm blueway has tremendous potential considering the density and quality of Nodes and amenities, both existing and proposed, that extend from the Urban Portal at New Westminster to the Salish Sea. As new amenities come online, it's easy to imagine a pedestrian/cycling ferry service, which has been proposed in the past, becoming viable. New opportunities for future car-top canoe and kayak launches have been identified in Burnaby and Vancouver Parks. There may also be an opportunity to establish rustic, non motorized blueway access to Iona Beach Regional Park.

Recreational use of the blueway does not exist in isolation. Port and industrial use of the North Arm is common with log booms lining much of the shore, and regular tug and barge traffic. There is minimal log storage and barge traffic on the Middle Arm, but there is a seaplane landing area. As blueway use increases, coordination, education and partnerships will facilitate safe and viable integration of recreational and commercial use of the channel over the long term.



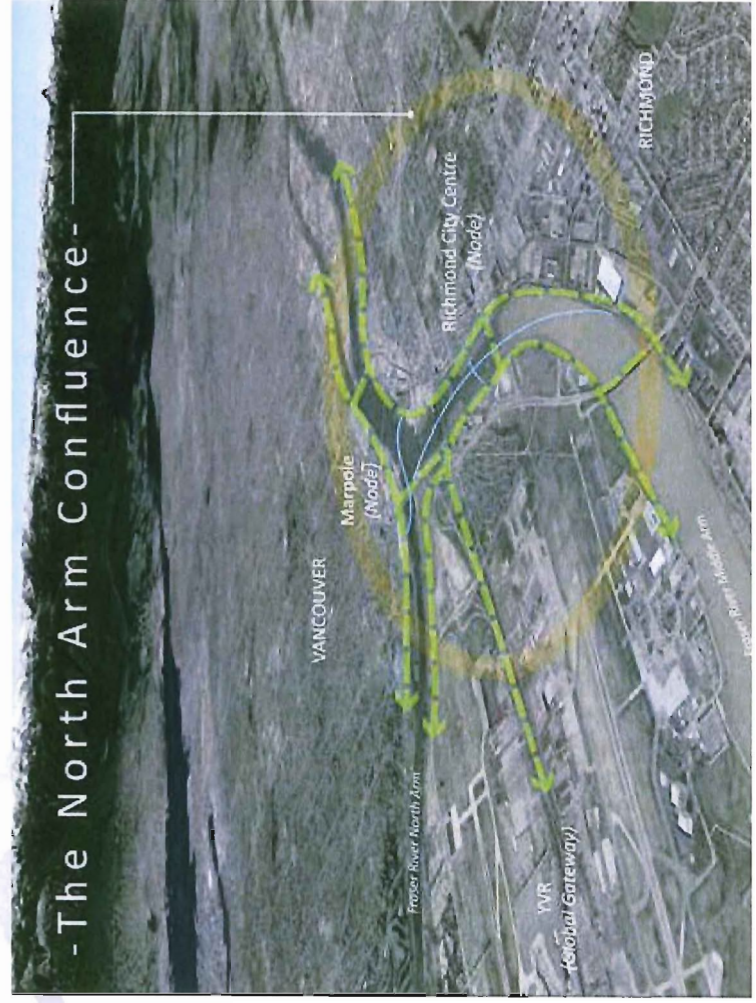
The North Arm Confluence

The North Arm Confluence which includes Marpole, Richmond City Centre and the tip of Sea Island, is an emerging focus area for Experience the Fraser. Communities, highways, bridges, the Canada Line, Vancouver International Airport (YVR), Trans Canada Trail, municipal and regional greenways all converge here. The Marpole Midden, located near the north end of the Arthur Laing Bridge, tells us people have been drawn to this area for thousands of years. While there is currently limited public access to the water - bold, new visions are emerging that are increasingly focused on connecting people with the Fraser River and creating a destination, entry point and intersection at an international, regional and local level.

On the south side – the long term vision for Richmond City Centre is an international destination and cultural heart of the city that will include an arts district, amenities, shopping and residences with the waterfront being the signature feature of the public realm. The Richmond Olympic Oval, public art and new residences have recently been completed. A major new park, pedestrian bridge and more are planned over the long term.

On the north side, Marpole in Vancouver continues to grow with a renewed focus on the river. The Marpole Community Plan envisions a Fraser Riverfront Trail, a major new riverfront park, and enhanced walkable Granville Street, integrated with continued industrial waterfront use. Pedestrians can already cycle, walk or take skytrain between Marpole and Richmond City Centre over the Canada Line Bridge.

Experience the Fraser recognizes the emergence of this area as a major Fraser River hub in a geographically powerful point in the river. In the future, Richmond City Centre could become an ETF Portal with the Canyon to Coast Trail extending out from The North Arm Confluence in all directions. The North Arm Confluence is a place to target investment, encourage inter-municipal connections, and continue to focus on the Fraser River.

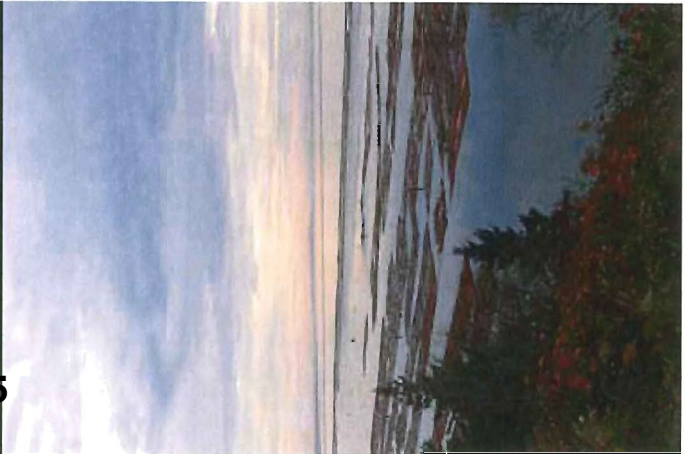


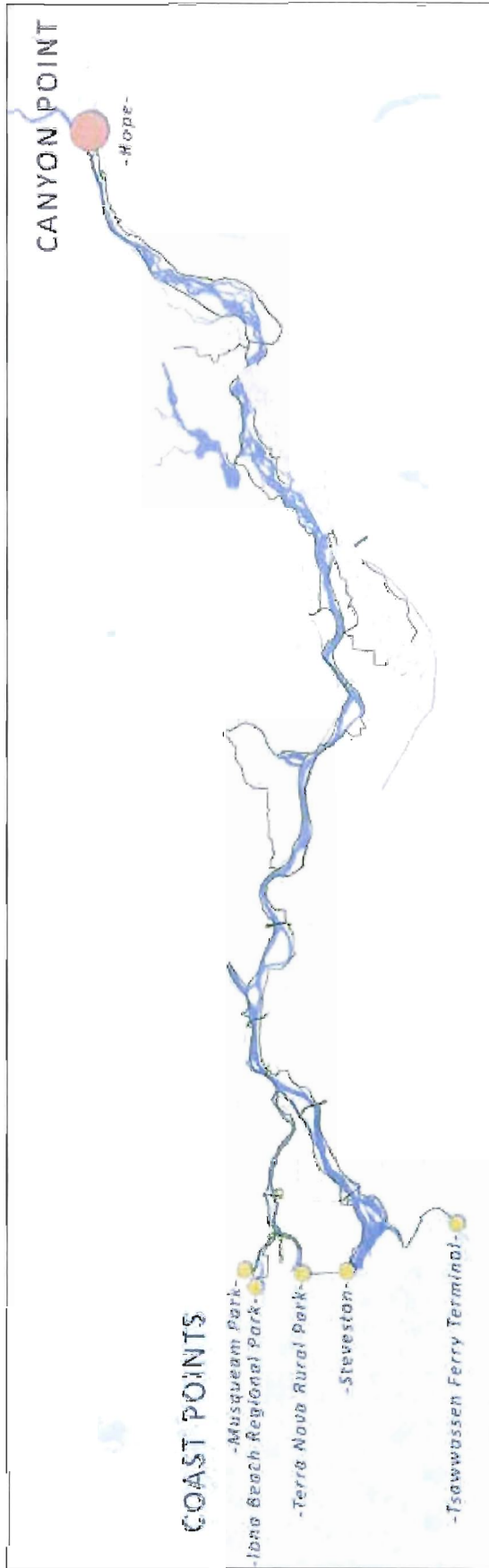
Global Gateway – Vancouver International Airport

YVR is a global gateway which presents an opportunity to showcase the river, and opportunities to experience it, to international and domestic travelers. It is envisioned as an entry point to the ETF network, an orientation point for those who have come specifically to Experience the Fraser, and an opportunity to capture the interest of those who may want to incorporate a Fraser River experience into their trip. In the future, travelers will have an opportunity to go from plane to bike – or simply learn about the Fraser River experiences they could incorporate into their trip.



CNCL - 65





Coast Points and Canyon Point (iconic 'kilometer 0')

ETF was originally envisioned as an east-west trail system with loop options on both sides of the river. The North Arm Extension introduces new trail spurs into the network. With these additions the Canyon to Coast Trail network fans out as it connects with the Salish Sea, just like the Fraser River Delta itself.

Canyon and Coast Points are proposed in support of the long term vision of traveling the Canyon to Coast Trail from end to end. These points will be mapped and marketed as places to start or finish the journey. Little or no infrastructure is required on the ground – just simple signage, integrated with pavilions and kiosks as appropriate for the site.

Three Coast Points are proposed for the North and Middle Arm, all except one are associated with a proposed Node. These are places where an ETF traveler can see and feel the river meet the sea, or in the case of the Marine Drive location – where the Canyon to Coast Trail transitions to another trail and experience type.

North and Middle Arm Coast Points:

1. Marine Drive – Musqueam Park
2. Iona Beach Regional Park Beach
3. Terra Nova Rural Park

While outside of the North Arm Extension study area, the West Portal (Tsawwassen Ferry Terminal) and Steveston are also identified as future Coast Points. A canyon point is proposed for the East Portal (Hope) in the spirit of an iconic 'Kilometre 0'.



Nodes

Nodes are destinations along the Trail and Blueway where people can come to the project to connect with an experience of the Fraser without having to travel the Canyon to Coast Trail. The six new North Arm Nodes reflect the level of development at this point in the river and the scale at which the North Arm Plan was completed. These Nodes add to the existing network established in the initial Concept Plan which included New Westminster Quay and Queensborough- two nodes, located at the eastern gateway to the North Arm, offering a broad range of recreational, cultural and heritage features in a walkable Fraser River focused environment.

1. TERRA NOVA RURAL PARK – A spectacular place to experience the river meeting the sea, kickoff a multi-day ETF journey, and connect with world class cultural and recreational amenities in Richmond. Terra Nova includes gardens, demonstration farming and playgrounds. From here, visitors have access to the West Dyke Trail that connects to Steveston, and the Middle Arm Trail that connects to City Centre, passing the Richmond Olympic Oval, public art and the UBC Boathouse. Both trails form part of the Canyon to Coast Trail network.

2. IONA BEACH REGIONAL PARK – On the north side of the park the North Arm meets the Salish Sea - stroll along the shore, look for harbor seals, watch the tug boats work and enjoy views across the river to Pacific Spirit Regional Park. On the west side of the park is the Salish Sea - stroll along the beach and catch a sunset or walk out the spit into the sea and Fraser River plume.

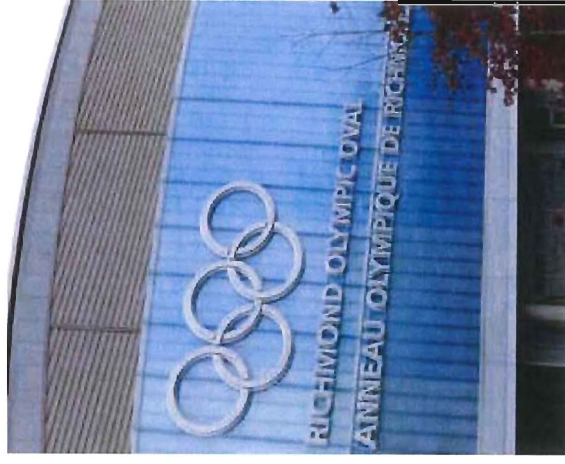
3. MARPOLE – A vibrant community with a rich First Nation and pioneer history. Granville Street, a classic walkable main street, is where visitors can access restaurants, shops and services. Marpole is a key entry point – accessible by road, skytrain and a dedicated pedestrian bridge over the Fraser to Richmond. Its also a meeting place where bridges, roads, transit, trails and greenways converge. Over the long term, a new Fraser River park is envisioned that will connect to a trail along the industrial riverfront.



CNCL - 67



4. RICHMOND CITY CENTRE – Envisioned as the heart of the city with the riverfront as the signature feature of the public realm. Dyke trails, public art, the Richmond Olympic Oval, Richmond Night Market and River Rock Casino Resort already draw people to the area. A long term proposal for a pedestrian bridge to Sea Island, new riverfront park, arts district and continued enhancement of the public realm will add layers and interest to the area. Skytrain, cycling, and road connections to Vancouver and YVR with trail options extending in all directions make this a well-connected Fraser River destination. Considering its connectivity, dynamism and Fraser River-focused public realm, Richmond City Centre could become 'The North Arm Portal' as the vision for this area is realized over time.



5. RIVER DISTRICT – An emerging Fraser River Community in south east Vancouver that will eventually be home to 15,000 residents. This walkable, cyclable community will include waterfront parks and plazas, habitat islands for songbirds, a wharf, and restaurants accessible by bike, on foot and from the blueway.



6. BURNABY FRASER FORESHORE PARK – Burnaby Fraser Foreshore Park – This sprawling park in south Burnaby is a wonderful place to relax by the river, walk along its shores, through conservation areas and boardwalks. Playgrounds, picnic areas and open space provide opportunities to connect with the river. This park is large enough to support small Fraser River festivals, celebrations and gatherings.



Foundational Program

The North Arm Extension adds 14 new items to the existing Illustrative Foundational Program of actions and projects essential to building a strong and recognizable ETF identify. These include:

Canyon to Coast Trail

Four trail segments will fill priority gaps in the North Arm CTCT Vision Route:

- Route from the Canada Line Bridge through Marpole to Fraser River Park
- Riverfront route from the Middle Arm Trail through Richmond City Centre to the Canada Line Bridge
- The Burnaby - New Westminster connection from Burnaby Fraser Foreshore Park to the New Westminster waterfront
- The New Westminster (Queensborough) – Richmond Connection
- Trail access will be secured through agreements with private land owners along the east Burnaby riverfront incrementally as (re)development occurs
- Pedestrian/cycling Crossings to advance connectivity along the North and Middle Arm
 - Q2Q crossing from Queensborough Node to the Urban Portal at New Westminster Quay
 - Proposed long-term plan for a pedestrian/cycling bridge over the Middle Arm from Sea Island to Richmond City Centre
 - Upgrade/repurpose East Richmond- Burnaby rail bridge to accommodate cycling/pedestrian use
 - Upgrade pedestrian and cycling access to and over the Knight Street Bridge and Arthur Laing Bridge

- Sign Canyon to Coast Trail as intact segments come on line
 - Work with municipal planning departments and development community to incorporate ETF vision, CTCT and Blueway in residential community development along the North and Middle Arm
- Recreational Blueway – Supporting Infrastructure**
- Explore opportunities for a small, rustic beach landing and adjacent group camping area for organized, non motorized blueway travelers in Iona Beach Regional Park
 - Explore opportunities for pedestrian/cycling ferry service along the north and Middle Arm Blueway over the long term
 - Sign blueway amenities from the water
 - Establish two car-top canoe/kayak launches in Vancouver/Burnaby
 - Expansion of water-based recreation amenities/facilities on the Middle Arm

Amenities and Feature Points

- Continue development of Richmond City Centre as a river-focused heart of the city
- Establish a new waterfront park in Vancouver with pedestrian connection to Skytrain over the long term
- Establish a new waterfront park in Richmond City Centre over the long term
- Host one new Fraser River event/festival in Vancouver and one in Burnaby





While the Concept Plan and Illustrative Foundational Program focus on practicality, establishing a vision and priorities that knit together ideas, trails and amenities already planned by partner agencies, the project has the potential to stretch even further. The big ideas outlined below build on those included in the initial Concept Plan, adding even more big and creative ideas that could help to define ETF and set the Fraser apart as a world class destination. The list is purely illustrative and intended to inspire potential partners to see themselves in the project.

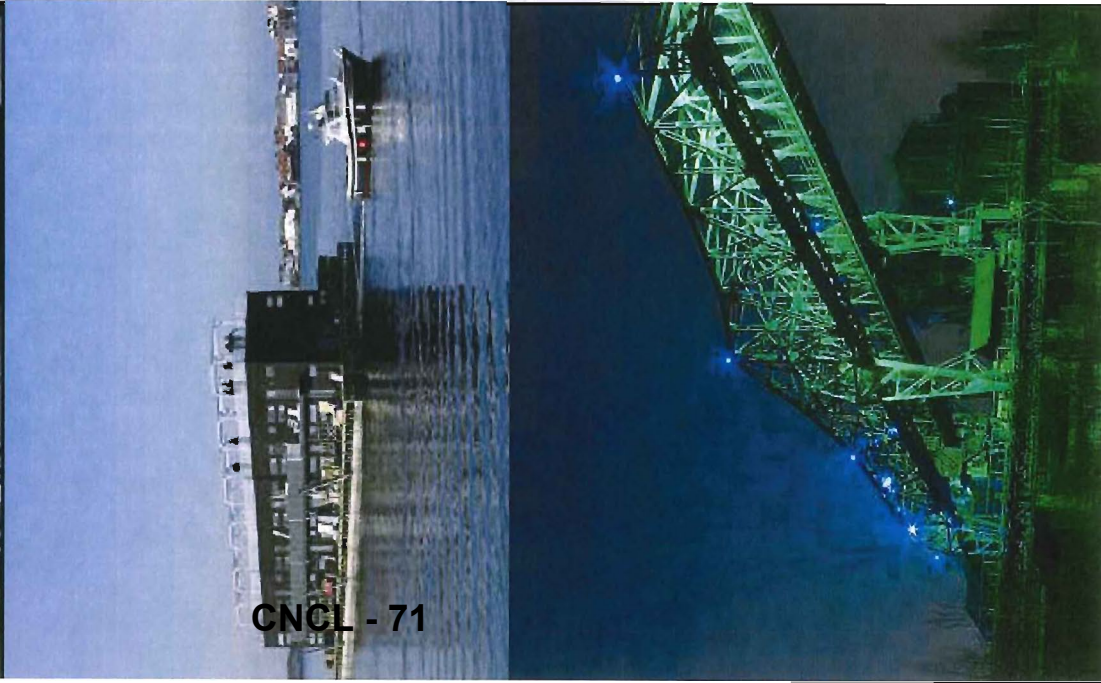
BRIDGES – cantilever, repurpose, convert or improve pedestrian access and use on the many bridges spanning the North and Middle Arm. Priorities include the Burnaby-Richmond Rail Bridge, Knight Street Bridge and, and Burnaby Vancouver Rail Bridge.

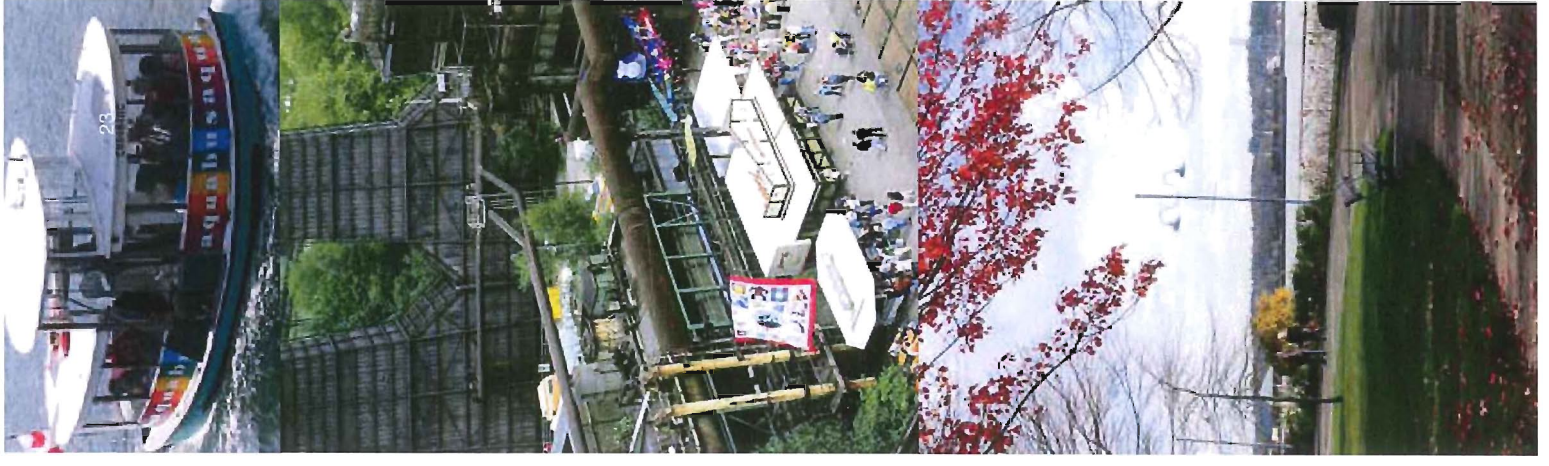
FIRST NATION LANGUAGE – Incorporate traditional First Nation traditional language onto Canyon to Coast Trail signage. Explore opportunities to integrate art, interpretation and storytelling in partnership with First Nations.

NORTH ARM SEA BUS - Pedestrian Ferry Service – pedestrian ferry service along the North and Middle Arm is not a new idea, but as the network of new communities and amenities comes online, it could become viable.

FLOATING PARKS – the industrial Vancouver waterfront and agricultural lands in east Richmond make riverfront access, park space and separated trails a challenge – a barge or floating park could provide relief and a destination in these otherwise narrow and somewhat sparse corridors. Alternatively it could move up and down the river to support events or add excitement to existing parks and public space.

FLOATING STAGE – a floating stage/venue that moves along the river for various performances and events.





THE URBAN CAMPGROUND – supporting blueway use, environmental education, and an easy way to connect with Nature in the City – Iona Beach Regional Park can support organized group camping for Blueway travelers. Poplar Island could also present an opportunity depending on First Nation and provincial interest.

THE FLOATING CAMPGROUND – seasonal, temporary or permanent, and moveable - a floating campground could support multi-day blueway travel or those looking for a place to camp close to home.

THE INDUSTRIAL ‘PARK’ – where industry intersects with public space, beyond just a bypass trail solution. This could provide enhanced water access and continued industrial riverfront use along the industrial Vancouver waterfront – both desirable outcomes for ETF, Vancouver, Industry and the region.

THE BEGINNER BLUEWAY – the North and Middle Arm include some stretches of water that are fairly calm - suitable for beginner paddlers with instructors.

NORTH ARM ETF FONDO – the flat topography, easy access and numerous bridges provide a great venue for a Fraser River cycling event.

ROAD END POCKET PARKS – an opportunity to create interesting public space, staging areas and viewpoints in otherwise long narrow stretches. Vancouver industrial riverfront and East Richmond Lands offer good locations to consider.

MULTI-MUNICIPAL FRASER RIVER FEST – with events in municipalities from Vancouver to Hope with ferry or barge transportation running between event sites.

RIVER LIGHTS – illuminating the silhouette of bridge structures in urban areas can add excitement to public space. Light projection and art displays could also enhance the urban river experience. Lighting the Bridges of The North Arm Confluence could add to the dynamism of the area.

THE ISLAND PARK – In the narrowest corridors of the CTCT route where space, programming opportunities and even getting a trail route connection through is challenging, human-made islands can create park, habitat, staging opportunities, interest, and excitement.

Conclusion

The North Arm Addendum is an exciting addition to the Concept Plan which builds upon the Vision to showcase the Lower Fraser River as one of the world's great river destinations. The North and Middle Arm bring new and unique features and experiences to the project as well as an opportunity to connect with communities in the most densely populated stretches of the lower Fraser River.

The North Arm Addendum knits together and builds upon the visions, plans, and aspirations of the four North Arm municipalities (Vancouver, Richmond, Burnaby and New Westminster) and brings YVR into the project. The proposal includes an expanded Canyon to Coast Trail and Recreational Blueway network, six Nodes, the dynamic North and Middle Arm Confluence, an International Gateway, 'Coast Entry Points' and an iconic Canyon Point in Hope. The enthusiasm and thoughtful collaboration of the North Arm Municipal Staff Liaisons and YVR was foundational to the planning of the North Arm Addendum. The collaborative spirit of all Experience the Fraser partners will guide the realization of the ETF vision over the long term.



CNCL - 74





Implementation Plan

for local governments



North Arm Addendum

April 2014

Introduction

The ETF Implementation Plan is an accompanying piece to the ETF Concept Plan. It identifies actions planned by local governments and project partners for the next few years that will advance the Concept Plan's Foundational Program. The identified actions are subject to budget processes and other approvals. As a result, this snapshot of implementation actions will evolve over time, with new opportunities emerging not identified here, or shifts in priorities.

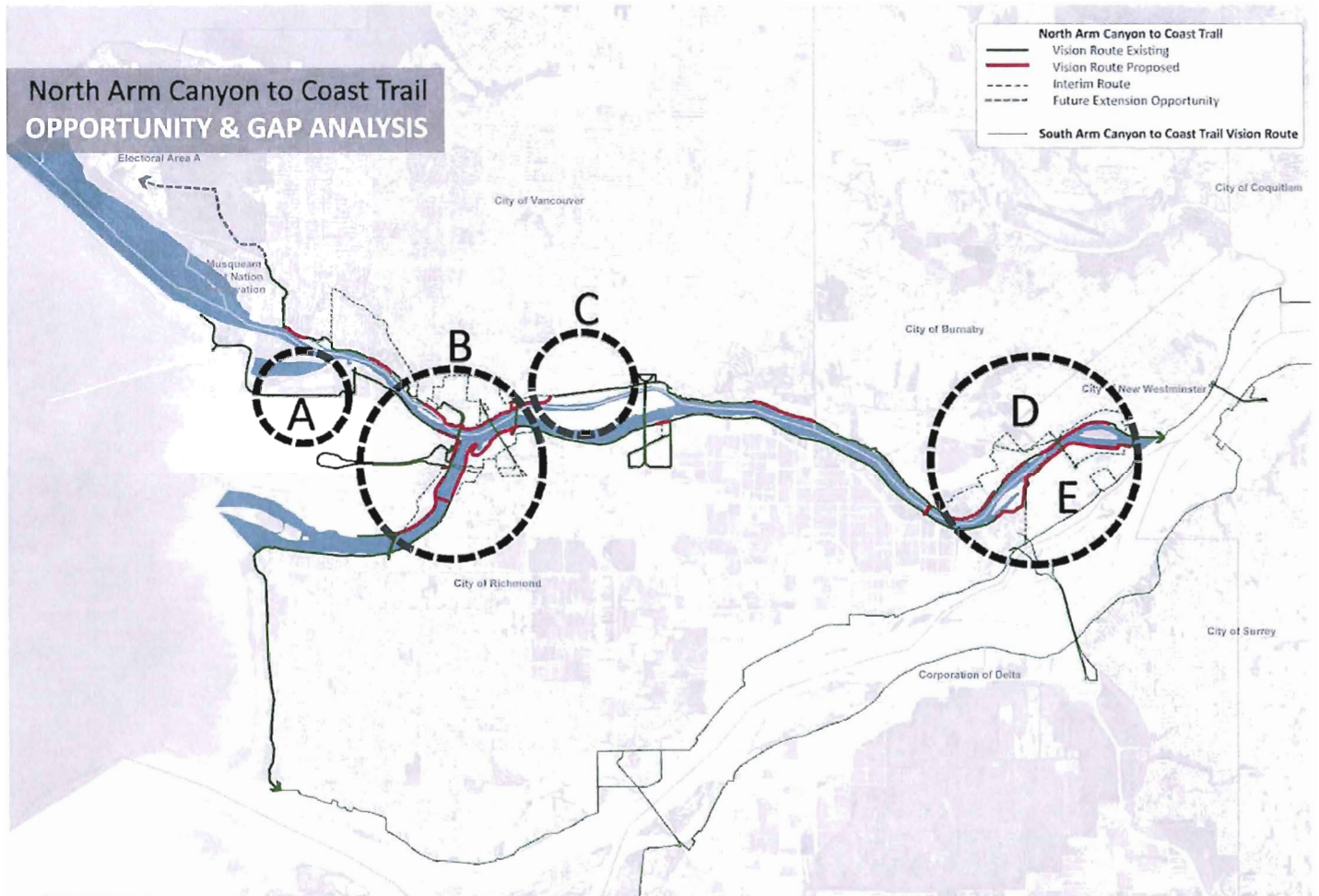
This addendum builds on the initial ETF Implementation Plan adding actions that will advance the North Arm foundational program, and in turn the broader ETF project and vision. Regional Districts will be asked to endorse the Implementation Plan, and adopt actions within their authority and mandate. Municipalities, other agencies and organizations are invited to do the same.



GOAL 1

CONNECT HOPE TO THE SALISH SEA

A Canyon to Coast Trail Opportunity and Gap Analysis was completed for the North Arm to identify focus areas for enhancing trail connectivity. The analysis provides an overview and identifies considerations. Next steps are outlined in the Planned Actions Table along with other actions that advance Goal 1.



OPPORTUNITY / GAP	OVERVIEW	CONSIDERATIONS
A North Sea Island	The Canyon to Coast Trail (CTCT) is on road from Macdonald Beach Park to Iona Beach Regional Park (along Macdonald and Ferguson Road). There may be a future opportunity for a separated or off-road CTCT route that aligns with future road improvements or an expansion of the Cara Brown Trail in Sea Island Conservation Area (SICA).	<ul style="list-style-type: none"> Sea Island includes multiple land owners, agencies, interested First Nations and stakeholder groups. Collaborative route planning and engagement is required. Environmental considerations - SICA (Sea Island Conservation Area), north of Ferguson Road is a conservation focused area managed by Environment Canada
B Marpole Waterfront, Richmond City Center and Eastern Sea Island	Long range community, park and trail plans for Marpole, Richmond City Center and Eastern Sea Island include waterfront trails, public space and improved pedestrian/cyclist river crossing. These plans will be realized with (re)development and civic investment over the very long term. The interim route is set well back from the River, is often on road and circuitous.	<ul style="list-style-type: none"> Improving connectivity, water access Orientating people to the Interim Canyon to Coast Trail route Improving inter-municipal connections Maintaining viable industrial and commercial use and access to the river while improving trail access Existing land use along Eastern Sea Island make a waterfront route challenging
C Vancouver Riverfront (Ontario to Argyle Street)	From Ontario to Argyle Street the CTCT passes through Vancouver's industrial waterfront along Kent Avenue South and North. In the future there may be opportunities to establish riverfront CTCT sections and street end parks as redevelopment projects move forward.	<ul style="list-style-type: none"> Maintaining viable industrial access to the river while improving public access and trail connectivity Creative solutions for integrating recreation and industrial/commercial land use
D Burnaby - New Westminster - Connection	The long range vision is for a waterfront connection linking New Westminster Quay and Burnaby Fraser Foreshore Park. The interim route extends far back from the river, is mostly on road and crosses several busy roads. The narrow waterfront strip separating these two destinations includes an active rail yard, industrial land use, and roads – the long term feasibility of a waterfront route through this area is unclear.	<ul style="list-style-type: none"> Maintaining viable industrial access to the river while improving public access and trail connectivity Orientating people to the Interim Canyon to Coast Trail route Creative solutions for integrating recreation and industrial/commercial land use
E Queensborough - Richmond Connection	The long range vision is for a waterfront route from Queensborough to River Road. This area includes active and redeveloping industrial operations – the long term feasibility of a waterfront route through this area is unclear.	

Planned Actions

GAP A – YVR (L) and Environment Canada (L), in collaboration with Interested First Nations, City of Richmond, Metro Vancouver and other partners will consider options for improved on road or separated Canyon to Coast Trail routing as part of future road network improvement projects, expansion of the Cora Brown Trail and long range planning initiatives.	Ongoing
<p>GAP B - Metro Vancouver (L) will advocate for improved pedestrian / cycling access / infrastructure on existing and future North Arm Bridges as part of regular transportation planning work with municipalities, the province and agencies.</p> <p><i>City of Richmond (L) and City of Vancouver (L) will incrementally advance the Canyon to Coast Trail Vision Route through (re)development and civic investment, and work towards improved on road cycling facilities/pedestrian access and signage along the Interim Route.</i></p>	Ongoing
GAP C - City of Vancouver (L) will explore options for riverfront sections of the Canyon to Coast Trail and street end parks in the Ontario Street to Argyle Street corridor, as redevelopment projects move forward.	Ongoing
GAP D & E - City of Burnaby (L), New Westminster (L), City of Richmond (L) and Metro Vancouver (L), will collaboratively explore creative solutions and options for waterfront connections, and confirm a viable ETF Vision Route through these areas.	2015-2018
<i>City of Richmond (L) will update Trail and Blueway way-finding standards, exploring options to integrate Canyon to Coast Trail and Blueway signage as part of this work.</i>	2014-15
The City of Burnaby (L) will work with private land owners to secure a continuous riverfront Canyon to Coast Trail route from (Sturgeon Slough or) Wiggins Street to Willard Street as properties are redeveloped.	Ongoing
<i>The City of Burnaby (L) will upgrade trail surfacing on the Canyon to Coast Trail through the western portion of Burnaby Fraser Foreshore Park in conjunction with dyke improvements.</i>	2014
<i>Metro Vancouver (L) and the Fraser Valley Regional District (L), in collaboration with the Municipal Liaison Team, will complete a gap analysis for the entire Canyon to Coast Trail route.</i>	2015-2016

GOAL 2 - LINK AND INSPIRE EXPERIENCES ALONG THE RIVER

Planned Actions

<i>City of Richmond (L)</i> will partner with <i>Private Enterprise (L)</i> , <i>Metro Vancouver (S)</i> , <i>Fraser Valley Regional District (S)</i> , and the <i>Province (S)</i> on a recreational-industrial interface demonstration project exploring innovative solutions for integrating recreational and industrial land use including trail bypass and experience options, interpretation and celebration of industry.	2014-15 (\$20 000 ETF funding)
<i>City of Richmond (L)</i> will complete preliminary feasibility studies for a new riverfront park along River Road, east of the Gilbert Road, incorporating riverfront trail access for the Canyon to Coast Trail, interpretation related to the ETF themes and an ETF Kiosk/information panel.	2015-18
<i>City of Richmond (L)</i> will complete improvements to Terra Nova Rural Park including the construction of a jetty, gardens, playground and boardwalk.	2014
The <i>City of Burnaby (L)</i> will design and construct trail and boardwalk connections around the perimeter of the Burnaby Fraser Foreshore Park Nature Reserve.	2019
<i>City of Vancouver (L)</i> will plan options for a new riverfront park in the Cambie Street corridor, incorporating riverfront trail access for the Canyon to Coast Trail, interpretation related to the ETF themes and an ETF kiosk/information panel.	2015
<i>Metro Vancouver (L)</i> and <i>Fraser Valley Regional District (L)</i> will update the original Concept Plan Map to include the North Arm Addendum.	2014

GOAL 3 – DEVELOPING ENDURING and COMMITTED PARTNERSHIPS

Planned Actions

<i>YVR (L)</i> will consider the ETF vision and Canyon to Coast Trail in the development of the YVR MasterPlan update and future Sea Island Parks and Recreation Plan.	2014-15
<i>Metro Vancouver (L)</i> will explore funding and grant opportunities with the Province to support implementation projects in ETF municipalities.	Ongoing
<i>City of Richmond (L)</i> will work with <i>Metro Vancouver (S)</i> , <i>private developers (S)</i> and <i>businesses (S)</i> to ensure the Canyon to Coast Trail and broader ETF vision are well integrated into City Center as it evolves into a sophisticated urban center with a lively 24-7 mix of uses as outlined in the City Center Area Plan and Waterfront Strategy.	Ongoing
<i>New Westminster (L)</i> will work with <i>Private Development Community (L)</i> and <i>Metro Vancouver (S)</i> to include ETF in the Port Royal development in Queensborough including signing the Canyon to Coast Trail, installing an ETF kiosk and exploring options to include ETF displays in community events and programs.	Ongoing
<i>City of Vancouver (L)</i> will work with the <i>Private Development Community</i>	Ongoing

(L) and Metro Vancouver (S) to incorporate ETF into new Fraser River Communities including signing the Canyon to Coast Trail, installing an ETF kiosk and exploring options to include ETF displays in community events and programs.	
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GOAL 4 – BUILD AND DEEPEN CONNECTIONS TO THE RIVER

Planned Actions

YVR (L) will partner with Metro Vancouver (S) and the Province (S) to explore opportunities to share information on ETF including an ETF exhibit or kiosk in the terminal.	TBC
Metro Vancouver (L) and Fraser Valley Regional District (L) will advocate for safe and viable recreational connections, and, where appropriate, viewpoints, interpretation, art and signage for bridge connections as infrastructure improvement and replacement projects come forward.	Ongoing
Metro Vancouver (L) will explore opportunities for a small, rustic beach landing and adjacent group camping area for organized, non motorized blue way travelers in Iona Beach Regional Park.	2015-16

Chart of Experience the Fraser Foundational Program

Updated Actions for Richmond

This chart lists the updated actions of the Foundation Program for the Experience the Fraser: Lower Fraser River Corridor Project that are applicable to the City of Richmond.

Goal	Updated and Planned Actions	Projected Timeline
#1: Connect Hope to the Salish Sea	YVR (Lead - L) and Environment Canada (L), in collaboration with the City of Richmond, Metro Vancouver, interested First Nations and other partners will consider options for improved on road or separated Canyon to Coast Trail routing as part of future road network improvement projects, expansion of the Cora Brown Trail and long range planning initiatives.	Ongoing
#1: Connect Hope to the Salish Sea	The City of Richmond (L) and City of Vancouver (L) will incrementally advance the Canyon to Coast Trail Vision Route through (re)development and civic investment, and work towards improved on road cycling facilities/pedestrian access and signage along the Interim Route.	Ongoing
#1: Connect Hope to the Salish Sea	The City of Richmond (L), City of Burnaby (L), City of New Westminster (L) and Metro Vancouver (L) will collaboratively explore creative solutions and options for waterfront connections, and confirm a viable ETF Vision Route through these areas.	2015 - 2018
#1: Connect Hope to the Salish Sea	The City of Richmond (L) will update Trail and Blueway wayfinding standards and explore options to integrate Canyon to Coast Trail and Blueway signage as part of this work.	2014 - 2015
#2: Link and Inspire Experiences Along the River	The City of Richmond (L) will update and enhance the Steveston Waterfront Wayfinding and Signage System with more directional signage including creative wayfinding (e.g., distinctive bronze markers in the ground, theme-oriented walks, potential apps. and an interpretation plan).	2013 - 2014
#2: Link and Inspire Experiences Along the River	A long-term vision for the redevelopment of the harbour was developed by Small Craft Harbours. In 2012, the City of Richmond (L) worked with Port Metro Vancouver, City of Delta, the Province and the Government of Canada to leverage \$10M of local channel dredging in Steveston Harbour and Delta. The benefit of dredging is to keep the channel open and economically viable and sustainable for the fishing industries, waterfront programming and events in the City.	2013 - 2014

Goal	Updated and Planned Actions	Projected Timeline
#2: Link and Inspire Experiences Along the River	The City of Richmond (L) will partner with Private Enterprise (L), Metro Vancouver (Support - S), Fraser Valley Regional District (S), and the Province (S) on a recreational-industrial interface demonstration project exploring innovative solutions for integrating recreational and industrial land use, including trail bypass and experience options, interpretation and celebration of industry.	2014 - 2015
#2: Link and Inspire Experiences Along the River	The City of Richmond (L) will complete preliminary feasibility studies for a new riverfront park along River Road, east of the Gilbert Road, incorporating riverfront trail access for the Canyon to Coast Trail, interpretation related to the ETF themes and an ETF Kiosk/ information panel.	2015 - 2018
#2: Link and Inspire Experiences Along the River	The City of Richmond (L) will complete improvements to Terra Nova Rural Park, including the construction of a jetty, gardens and play environment.	2014
#3: Developing Enduring and Committed Partnerships	The City of Richmond (L) will work with Metro Vancouver (S), private developers (S) and businesses (S) to ensure the Canyon to Coast Trail and broader ETF vision are well integrated into City Center as it evolves into a sophisticated urban center with a lively 24/7 mix of uses as outlined in the City Center Area Plan and Waterfront Strategy.	Ongoing
#4: Build and Deepen Connections to the River	The City of Richmond (L) will continue to work with Steveston businesses, heritage sites, Tourism Richmond, community associations and others to promote Steveston's waterfront.	Ongoing
#4: Build and Deepen Connections to the River	The City of Richmond (L) will put on an interactive play (as well as temporary public art) that uses the Britannia Heritage Shipyards as a theatrical stage. Historic elements, as well as the river, will be used as props in telling the stories of the past.	2013



To: General Purposes Committee
From: W. Glenn McLaughlin
Chief Licence Inspector & Risk Manager
Re: **Carmichaels**
Hilton Vancouver Airport Hotel
5911 Minoru Boulevard

Date: June 12, 2014
File: 12-8275-05/2014-Vol
01

Staff Recommendation

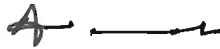


That the application from Hilton Vancouver Airport Hotel, doing business as Carmichaels, for an amendment to increase their hours of liquor service under Food Primary Liquor Licence No. 187990 *from* Monday to Sunday 9:00 a.m. to 11:00 p.m. *to* Monday to Sunday 9:00 a.m. to 2:00 a.m. and to add an entertainment endorsement, 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 and entertainment endorsement as the increase and endorsement 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.
 - 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 with an entertainment endorsement 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.

- 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.
4. Council's comments and recommendations respecting the views 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 amendments are acceptable to the majority of the residents in the area and the community.



W. Glenn McLaughlin
Chief Licence Inspector & Risk Manager
(604-276-4136)

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 submitted to LCLB and to the City of Richmond by Rising Tide Consultants Inc. on behalf of their client, the Hilton Vancouver Airport Hotel (the “Applicant”) operating the restaurant known as Carmichael’s, for the following amendments to its Food Primary Liquor Licence No. 187900;

Change the hours of liquor sales *from* Monday to Sunday 9:00 a.m. to 11:00 p.m. *to* Monday to Sunday 9:00 a.m. to 2:00 a.m., and to add an entertainment endorsement under the liquor licence.

Local Government has been given the opportunity to provide comments and recommendations to the LCLB with respect to liquor licence applications and amendments. For amendments to Food Primary licences, 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 restaurant is located in the lobby of the Hilton Vancouver Airport Hotel and has been in operation since the hotel opened in 1999 catering to the dining needs of the travelling public as well as local residents.

The zoning for the property is Downtown Commercial (CDT/1) and the business use of a restaurant is consistent with the permitted uses for this zoning district. To the north, south and west of the property is a mix of commercial businesses that cater to the day to day needs of the general public. To the east of the hotel there are properties that are currently under construction and when completed will be a mix of residential/commercial uses.

The increase in liquor service hours are in line with hours of liquor service that the two hotel establishments that share adjoining properties have been issued.

A site inspection conducted by City Inspector Hikida to understand the entertainment endorsement portion of the application revealed that the function or banquet rooms operated by the Applicant fall under their Food Primary Liquor Licence. In order to host entertainment in the banquet rooms they are required to have an entertainment endorsement on the licence for events that offer live or recorded music for dancing. This endorsement will allow the the banquet rooms to be rented for weddings or any type of event where the public is entertained with liquor being served. The endorsement will also allow entertainment in the restaurant area.

Summary of Application and Comments

The City's process for reviewing applications for liquor related permits is prescribed by the Development Application Fee's Bylaw No. 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; or*
- (b) any of the following in relation to an existing licence to serve liquor:
 - (i) addition of a patio;*
 - (ii) relocation of a licence;*
 - (iii) change of hours; or*
 - (iv) patron participation**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 11, 2014, and the three ads were published in the local newspaper on April 16, April 25, and April 30, 2014.

In addition to the advertised public notice requirements set out in Section 1.8.2, staff have adapted from a prior bylaw requirement, the process of the City sending letters to businesses, residents and property owners within a 50-metre radius of the establishment (Attachment 1). This letter provides details of the proposed liquor licence application and requests the public to communicate any concerns to the City.

There are 541 properties identified within the consultation area. On April 16, 2014, letters were sent to 785 businesses, residents and property owners to gather their view on the application. Seven letters were returned as undeliverable.

All public consultations ended May 16, 2014, and no responses were received from the public.

Potential for Noise

Staff believe that there would be no noticeable increase in noise if the additional hours of liquor service and entertainment endorsement are 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. Based on the lack of response from those contacted in the consultation area and no responses from the city-wide public notifications, staff feel that the endorsement of the application is warranted.

Potential to operate contrary to its primary purpose

Staff are of the opinion that due to a lack of any non-compliance issues related to the operation of this business, 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 Vancouver Coastal Health, Richmond RCMP, Richmond Fire-Rescue, Richmond Joint Task Force, the City Building Permit and Business Licence Departments. These agencies generally provide comments on the compliance history of the Applicant's operations and premises.

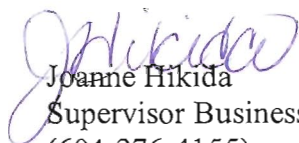
No objections to the application were received from any of the above mentioned agencies and divisions.

Financial Impact

None

Conclusion

Following the public consultation period, staff reviewed the Food Primary Licence Amendment application against the legislated review criteria and recommend Council support the amendments to increase liquor service hours, and the entertainment endorsement as the amendments are not expected to increase noise or have a negative impact on the community.

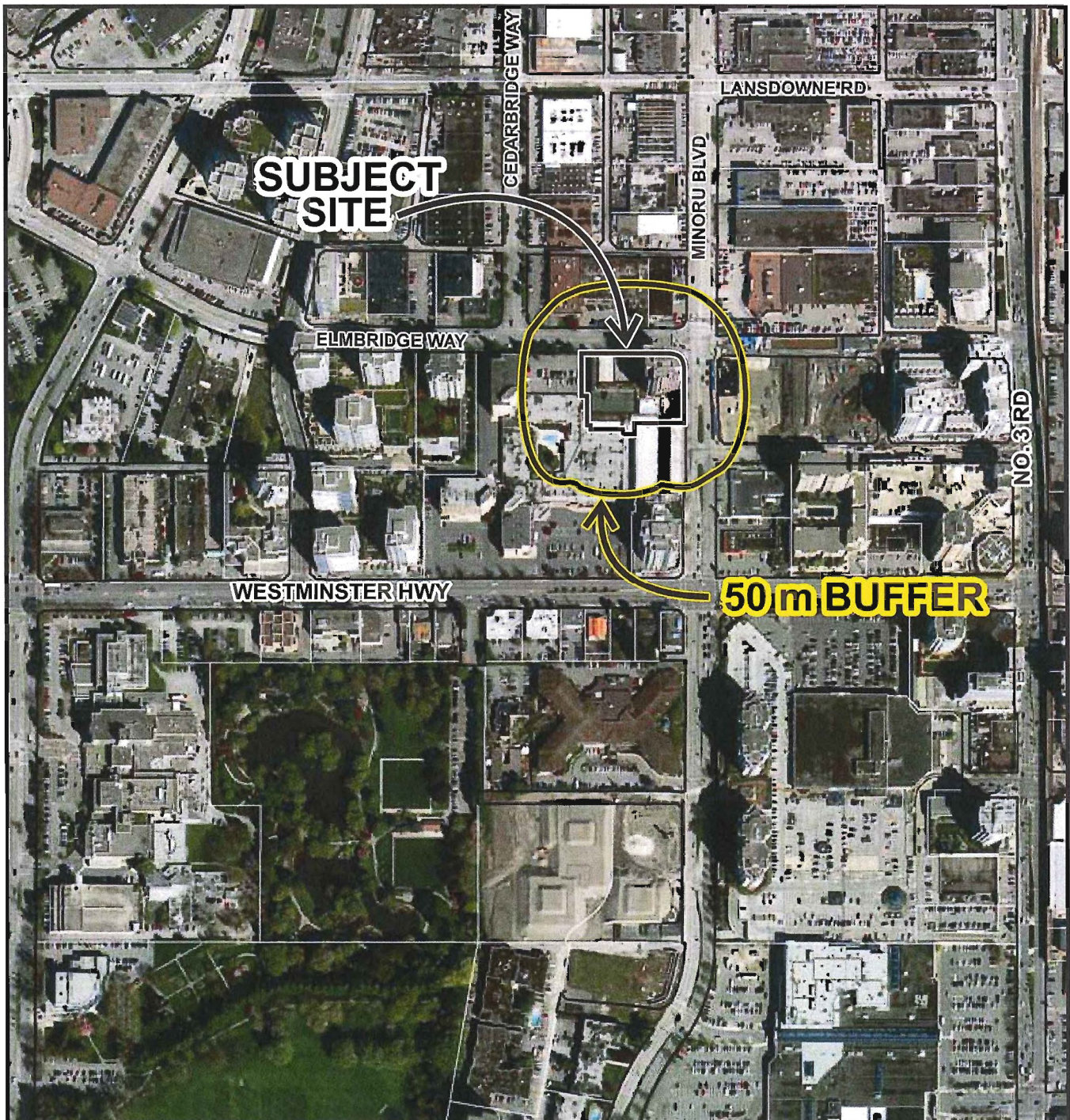


Joanne Hikida
Supervisor Business Licence
(604-276-4155)

JMH:jmh
Att. 1: Site Map



City of
Richmond



5911 Minoru Blvd

Original Date: 06/12/14

Revision Date:

Note: Dimensions are in METRES



To:	General Purposes Committee	Date:	June 16, 2014
From:	W. Glenn McLaughlin Chief Licence Inspector & Risk Manager	File:	12-8275-05/2014-Vol 01
Re:	Sax On Minoru Hilton Vancouver Airport Hotel 5911 Minoru Boulevard		

Staff Recommendation




That the application from Hilton Vancouver Airport Hotel, doing business as Sax On Minoru, for an amendment to increase their hours of liquor service under Liquor Primary Licence No. 187979 *from* Monday to Sunday 11:00 a.m. to 1:00 a.m. *to* Monday to Sunday 9:00 a.m. to 2:00 a.m., 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.
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.
 - 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.
4. Council's comments and recommendations respecting the views 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 amendments are acceptable to the majority of the residents in the area and the community.



W. Glenn McLaughlin
Chief Licence Inspector & Risk Manager
(604-276-4136)

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 submitted to LCLB and to the City of Richmond by Rising Tide Consultants Inc. on behalf of their client, the Hilton Vancouver Airport Hotel (the “Applicant”) operating a lounge known as Sax’s on Minoru for the following amendment to their Liquor Primary Licence No. 187979;

Change the hours of liquor sales *from* Monday to Sunday 11:00 a.m. to 1:00 a.m. *to* Monday to Sunday 9:00 a.m. to 2:00 a.m.

Local Government has been given the opportunity to provide comments and recommendations to the LCLB with respect to liquor licence applications and amendments. For amendments to Liquor Primary licences, the process requires Local Government to provide comments with respect to the following criteria:

- the potential for noise; and
- the impact on the community.

Analysis

The Applicant’s lounge operates in the lobby of the Hilton Vancouver Airport Hotel and is situated in the northeast corner of the Carmichael’s restaurant. The lounge has been in operation since the hotel opened in 1999 and offers 42 seats to those patrons who may want liquor without food service. This area is open only to those who are 19 years of age and older.

The zoning for the property is Downtown Commercial (CDT/1) and the business use of a lounge is consistent with the permitted uses for this zoning district. To the north, south and west of the property is a mix of commercial businesses that cater to the day to day needs of the general public. To the east of the hotel there are properties that are currently under construction and when completed will be a mix of residential/commercial uses.

The increase in liquor service hours are in line with hours of liquor service that the two hotel establishments that share adjoining properties have been issued.

The Applicant is requesting the additional hours to maintain consistency with their Food Primary Liquor service hours as the two uses share the same area in the hotel lobby.

Summary of Application and Comments

The City’s process for reviewing applications for liquor related permits is prescribed by the Development Application Fee’s Bylaw No. 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; or*
- (b) any of the following in relation to an existing licence to serve liquor:
 - (i) addition of a patio;*
 - (ii) relocation of a licence;*
 - (iii) change of hours; or*
 - (iv) patron participation**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 11, 2014, and the three ads were published in the local newspaper on April 16, April 25, and April 30, 2014.

In addition to the advertised public notice requirements set out in Section 1.8.2, staff have adapted from a prior bylaw requirement, the process of the City sending letters to businesses, residents and property owners within a 50-metre radius of the establishment (Attachment 1). This letter provides details of the proposed liquor licence application and requests the public to communicate any concerns to the City.

There are 541 properties identified within the consultation area. On April 16, 2014, letters were sent to 785 businesses, residents and property owners to gather their view on the application. Seven letters were returned as undeliverable.

All public consultations ended May 16, 2014, and no responses were received from the public.

Potential for Noise

Staff believe that there would be no noticeable increase in noise if the additional hours of liquor service are 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. Based on the lack of response from those contacted in the consultation area and no responses from the city-wide public notifications, staff feel that the endorsement of the application is warranted.

Other agency comments

As part of the review process, staff requested comments from Vancouver Coastal Health, Richmond RCMP, Richmond Fire-Rescue, Richmond Joint Task Force, the City Building Permit and Business Licence Departments. These agencies generally provide comments on the compliance history of the Applicant's operations and premises.

No objections to the application were received from any of the above mentioned agencies and divisions.

Financial Impact

None

Conclusion

Following the public consultation period, staff reviewed the Liquor Primary Licence amendment application against the legislated review criteria and recommends Council support the amendments to increase liquor service hours as the amendment is not expected to increase noise or have a negative impact on the community.

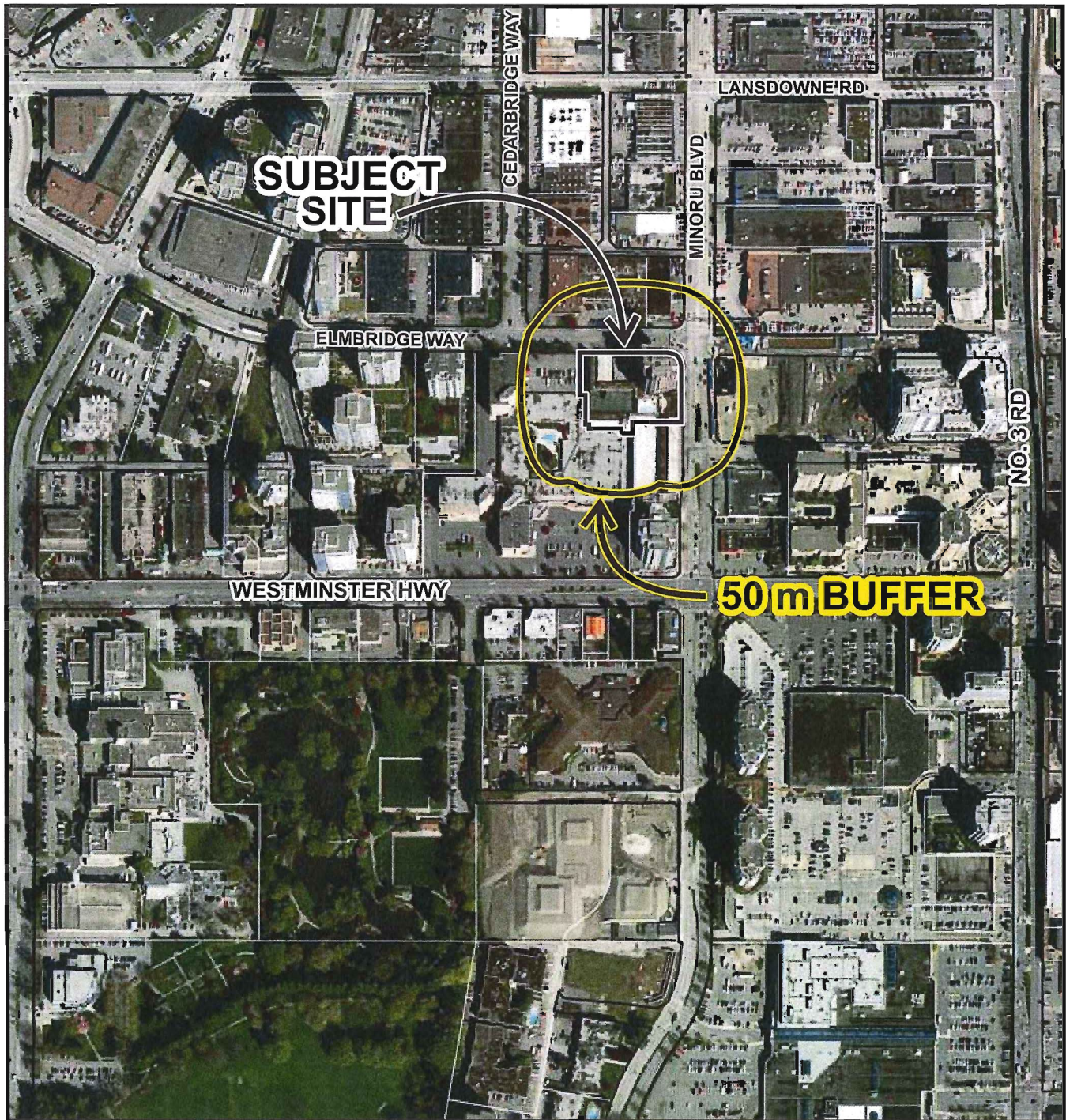

Joanne Hikida
Supervisor Business Licence
(604-276-4155)

JMH:jmh

Att. 1: Site Map



City of
Richmond



5911 Minoru Blvd

Original Date: 06/12/14

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City of Richmond

Report to Committee

To: General Purposes Committee
From: Amarjeet S. Rattan
Director, Intergovernmental Relations & Protocol Unit
John Irving, P.Eng. MPA
Director, Engineering
Date: June 23, 2014
File: 01-0107-08-01/2014-Vol 01
Re: UBCM - Community Works Fund Agreement

Staff Recommendation

That the City enter into a "Community Works Fund Agreement" with the Union of British Columbia Municipalities to receive annual Gas Tax funding for community projects and as otherwise outlined in the June 23, 2014 report titled "UBCM – Community Works Fund Agreement" from the Director, Intergovernmental Relations and the Director, Engineering.

Amarjeet S. Rattan
Director, Intergovernmental Relations &
Protocol Unit
(604-247-4686)

John Irving
Director, Engineering
(604-276-4140)

REPORT CONCURRENCE		
ROUTED TO: City Clerk Finance Law	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This Report supports Council's Term Goal #5 Financial Management and #6 Intergovernmental Relations:

5.5 Continue to vigorously pursue joint funding opportunities between ourselves and federal and provincial governments for capital projects.

6.1 Strengthen our presence in Victoria and Ottawa, building stronger personal relationships, particularly at the staff level, in order to be a recognizable face and to be ready to seize funding and other opportunities as they arise.

The Union of British Columbia Municipalities (UBCM) has provided a Community Works Fund Agreement, through which the City will receive annual Gas Tax Funds, over the next ten years designated for community projects.

Findings of Fact

On May 22, 2014, The Union of BC Municipalities (UBCM), Canada and the Province of British Columbia announced the signing of the Administrative Agreement on the Federal Gas Tax Fund in British Columbia (Gas Tax Agreement). The Gas Tax Agreement will see an annual federal transfer of funding to BC local governments for investments in capital and capacity building projects, and will replace the current 2005-2015 Gas Tax Agreement.

Under the agreement, UBCM is mandated to administer the GTF in British Columbia and BC will receive approximately \$250 million annually, with 52% of this going to the Metro Vancouver region. Approximately 95% of this 52% will be allocated to Translink with the remainder given to Metro Vancouver municipalities.

GTF funding by jurisdiction for the first five years (2014-2019) is based on 2011 Census data. GTF funding for 2019-2024 will be based on 2016 Census data. Due to the indexation of the GTF, funding for 2019-2024 is expected to be at least equal to GTF funding for the first five years. The projected GTF amounts, for all BC municipalities, are outlined in Attachment 1.

Each BC municipality will be provided funds through a Community Works Fund Agreement which will be effective from April 1, 2014 to March 31, 2024. It will be up to each municipality to determine which projects to allocate their share of the GTF.

Agreement Terms

The relevant terms of the Community Works Fund Agreement are set-out in this report and are attached to this Report (Attachment 2). Additionally, the Community Works Fund Agreement anticipates indemnities from the City in favour of each of the governments of Canada, the government of British Columbia and UBCM. The indemnities will indemnify the two levels of

government and UBCM for any loss they may suffer in any way relating to the Federal Gas Tax Fund or an Eligible Project.

Potential Projects

The GTF can be allocated to projects that fall into the following categories: public transit, local roads and bridges, community energy systems, water and wastewater, solid waste management, disaster mitigation, culture and tourism infrastructure, and sport and recreation infrastructure.

Staff will identify and propose new priority projects and bring those forward for Council consideration through the City's annual capital budget process.

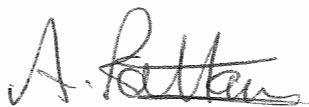
Financial Impact

Richmond will be allocated funding for the next five years as follows:

Year 1 2014/15	Projected Year 2 2015/16	Projected Year 3 2016/17	Projected Year 4 2017/18	Projected Year 5 2018/19
\$593,752.16	\$ 593,752.16	\$ 623,440.09	\$ 623,440.09	\$ 653,241.71

Conclusion

UBCM has requested that the City execute a "Community Works Fund Agreement" which will provide annual gas tax funding for community projects. Staff will bring forward, by separate report, project options for expending these annual funds.



Amarjeet S. Rattan
Director, Intergovernmental Relations & Protocol Unit
(604-247-4686)

AR:zf

Att. 1: UBCM Gas Tax Agreement Community Works Fund BC Allocations
2: Schedule B -Eligible Project Categories and Schedule C -Eligible and Ineligible Expenditures

Funding table for all local governments in British Columbia receiving allocated funds:
<http://ow.ly/x9xF3>

Union of BC Municipalities
Gas Tax Agreement Community Works Fund Allocations
Year 1 - Year 5

Recipient Name	Year 1 2014/15	Projected Year 2 2015/16	Projected Year 3 2016/17	Projected Year 4 2017/18	Projected Year 5 2018/19
100 Mile House	\$ 125,771.59	\$ 125,771.59	\$ 132,060.22	\$ 132,060.22	\$ 138,459.69
Abbotsford	\$ 5,413,350.87	\$ 5,413,350.87	\$ 5,684,021.83	\$ 5,684,021.83	\$ 5,953,815.88
Alberni-Clayoquot	\$ 444,325.63	\$ 444,325.63	\$ 466,542.16	\$ 466,542.16	\$ 488,810.03
Alert Bay	\$ 67,878.24	\$ 67,878.24	\$ 71,272.16	\$ 71,272.16	\$ 74,787.74
Anmore	\$ 55,972.13	\$ 55,972.13	\$ 58,770.74	\$ 58,770.74	\$ 61,694.23
Armstrong	\$ 243,446.55	\$ 243,446.55	\$ 255,619.00	\$ 255,619.00	\$ 267,880.32
Ashcroft	\$ 115,406.23	\$ 115,406.23	\$ 121,176.58	\$ 121,176.58	\$ 127,059.72
Barriere	\$ 121,231.72	\$ 121,231.72	\$ 127,293.35	\$ 127,293.35	\$ 133,466.68
Belcarra	\$ 51,838.46	\$ 51,838.46	\$ 54,430.38	\$ 54,430.38	\$ 57,147.27
Bowen Island	\$ 59,711.85	\$ 59,711.85	\$ 62,697.45	\$ 62,697.45	\$ 65,807.84
Bulkley-Nechako	\$ 838,932.49	\$ 838,932.49	\$ 880,879.62	\$ 880,879.62	\$ 922,804.37
Burnaby	\$ 687,230.84	\$ 687,230.84	\$ 721,592.76	\$ 721,592.76	\$ 756,066.42
Burns Lake	\$ 131,516.73	\$ 131,516.73	\$ 138,092.62	\$ 138,092.62	\$ 144,778.26
Cache Creek	\$ 91,782.85	\$ 91,782.85	\$ 96,372.02	\$ 96,372.02	\$ 101,078.38
Campbell River	\$ 1,302,922.99	\$ 1,302,922.99	\$ 1,368,069.94	\$ 1,368,069.94	\$ 1,433,107.63
Canal Flats	\$ 78,725.71	\$ 78,725.71	\$ 82,662.01	\$ 82,662.01	\$ 86,717.95
Capital	\$ 1,043,748.80	\$ 1,043,748.80	\$ 1,095,936.87	\$ 1,095,936.87	\$ 1,148,064.31
Cariboo	\$ 1,633,811.01	\$ 1,633,811.01	\$ 1,715,502.56	\$ 1,715,502.56	\$ 1,797,023.26
Castlegar	\$ 364,014.18	\$ 364,014.18	\$ 382,215.08	\$ 382,215.08	\$ 400,482.33
Central Coast	\$ 178,803.67	\$ 178,803.67	\$ 187,743.93	\$ 187,743.93	\$ 196,785.13
Central Kootenay	\$ 1,269,737.76	\$ 1,269,737.76	\$ 1,333,225.43	\$ 1,333,225.43	\$ 1,396,610.24
Central Okanagan	\$ 641,669.24	\$ 641,669.24	\$ 673,753.08	\$ 673,753.08	\$ 705,851.39
Central Saanich	\$ 690,241.80	\$ 690,241.80	\$ 724,754.30	\$ 724,754.30	\$ 759,272.19
Chase	\$ 150,238.66	\$ 150,238.66	\$ 157,750.66	\$ 157,750.66	\$ 165,368.93
Chetwynd	\$ 155,863.27	\$ 155,863.27	\$ 163,656.51	\$ 163,656.51	\$ 171,554.96
Chilliwack	\$ 3,181,142.37	\$ 3,181,142.37	\$ 3,340,201.48	\$ 3,340,201.48	\$ 3,498,800.68
Clearwater	\$ 143,649.83	\$ 143,649.83	\$ 150,832.38	\$ 150,832.38	\$ 158,122.43
Clinton	\$ 75,551.82	\$ 75,551.82	\$ 79,329.43	\$ 79,329.43	\$ 83,227.26
Coldstream	\$ 464,373.36	\$ 464,373.36	\$ 487,592.30	\$ 487,592.30	\$ 510,858.82
Columbia Shuswap	\$ 844,155.35	\$ 844,155.35	\$ 886,363.62	\$ 886,363.62	\$ 928,548.54
Colwood	\$ 696,549.40	\$ 696,549.40	\$ 731,377.28	\$ 731,377.28	\$ 766,209.39
Comox	\$ 597,475.84	\$ 597,475.84	\$ 627,349.98	\$ 627,349.98	\$ 657,246.85
Comox Valley	\$ 950,500.73	\$ 950,500.73	\$ 998,026.34	\$ 998,026.34	\$ 1,045,508.73
Cowichan	\$ 410,999.84	\$ 410,999.84	\$ 431,550.05	\$ 431,550.05	\$ 452,217.74
Courtenay	\$ 1,018,196.98	\$ 1,018,196.98	\$ 1,069,107.45	\$ 1,069,107.45	\$ 1,119,962.05
Cowichan Valley	\$ 1,484,196.27	\$ 1,484,196.27	\$ 1,558,407.00	\$ 1,558,407.00	\$ 1,632,474.81
Cranbrook	\$ 826,156.58	\$ 826,156.58	\$ 867,464.91	\$ 867,464.91	\$ 908,753.24
Creston	\$ 263,172.88	\$ 263,172.88	\$ 276,331.66	\$ 276,331.66	\$ 289,575.62
Cumberland	\$ 186,517.42	\$ 186,517.42	\$ 195,843.38	\$ 195,843.38	\$ 205,268.84
Dawson Creek	\$ 515,356.47	\$ 515,356.47	\$ 541,124.59	\$ 541,124.59	\$ 566,830.78
Delta	\$ 335,083.57	\$ 335,083.57	\$ 351,837.91	\$ 351,837.91	\$ 368,711.33
Duncan	\$ 248,147.12	\$ 248,147.12	\$ 260,554.61	\$ 260,554.61	\$ 273,050.07
East Kootenay	\$ 677,907.82	\$ 677,907.82	\$ 711,803.61	\$ 711,803.61	\$ 745,707.11
Elkford	\$ 151,363.58	\$ 151,363.58	\$ 158,931.83	\$ 158,931.83	\$ 166,606.14
Enderby	\$ 167,795.49	\$ 167,795.49	\$ 176,185.34	\$ 176,185.34	\$ 184,678.19
Esquimalt	\$ 701,209.80	\$ 701,209.80	\$ 736,270.70	\$ 736,270.70	\$ 771,334.96
Fernie	\$ 228,702.03	\$ 228,702.03	\$ 240,137.24	\$ 240,137.24	\$ 251,664.08
Fort St. James	\$ 117,937.30	\$ 117,937.30	\$ 123,834.21	\$ 123,834.21	\$ 129,843.43
Fort St. John	\$ 797,631.75	\$ 797,631.75	\$ 837,513.82	\$ 837,513.82	\$ 877,381.22
Fraser-Fort George	\$ 644,280.67	\$ 644,280.67	\$ 676,495.08	\$ 676,495.08	\$ 708,723.47
Fraser Lake	\$ 96,885.18	\$ 96,885.18	\$ 101,729.47	\$ 101,729.47	\$ 106,690.00
Fraser Valley	\$ 718,244.34	\$ 718,244.34	\$ 754,156.99	\$ 754,156.99	\$ 790,069.80
Fruitvale	\$ 130,994.44	\$ 130,994.44	\$ 137,544.22	\$ 137,544.22	\$ 144,203.86
Gibsons	\$ 228,260.09	\$ 228,260.09	\$ 239,673.21	\$ 239,673.21	\$ 251,178.03
Gold River	\$ 100,902.76	\$ 100,902.76	\$ 105,947.93	\$ 105,947.93	\$ 111,106.59
Golden	\$ 198,690.69	\$ 198,690.69	\$ 208,625.32	\$ 208,625.32	\$ 218,657.18
Grand Forks	\$ 210,100.63	\$ 210,100.63	\$ 220,605.76	\$ 220,605.76	\$ 231,205.98
Granisle	\$ 62,173.27	\$ 62,173.27	\$ 65,281.94	\$ 65,281.94	\$ 68,513.34
Greenwood	\$ 78,444.48	\$ 78,444.48	\$ 82,366.72	\$ 82,366.72	\$ 86,408.65
GVRD	\$ 110,317.94	\$ 110,317.94	\$ 115,833.88	\$ 115,833.88	\$ 121,473.55
Harrison Hot Springs	\$ 108,978.10	\$ 108,978.10	\$ 114,427.04	\$ 114,427.04	\$ 119,989.96
Hazelton	\$ 60,847.47	\$ 60,847.47	\$ 63,889.85	\$ 63,889.85	\$ 67,055.20
Highlands	\$ 135,172.73	\$ 135,172.73	\$ 141,931.42	\$ 141,931.42	\$ 148,799.20
Hope	\$ 289,809.44	\$ 289,809.44	\$ 304,300.07	\$ 304,300.07	\$ 318,870.90
Houston	\$ 176,433.29	\$ 176,433.29	\$ 185,255.04	\$ 185,255.04	\$ 194,178.16
Hudson's Hope	\$ 88,970.54	\$ 88,970.54	\$ 93,419.09	\$ 93,419.09	\$ 97,985.37

CWF Payment information is based on current census data.
Boundary changes, incorporations of new local governments
may also vary the available funding in subsequent years.
Funds are subject to Federal transfer of Gas Tax.

Union of BC Municipalities
Gas Tax Agreement Community Works Fund Allocations
Year 1 - Year 5

Recipient Name	Year 1 2014/15	Projected Year 2 2015/16	Projected Year 3 2016/17	Projected Year 4 2017/18	Projected Year 5 2018/19
Invermere	\$ 168,719.54	\$ 168,719.54	\$ 177,155.59	\$ 177,155.59	\$ 185,694.46
Jumbo	\$ 50,000.00	\$ 50,000.00	\$ 52,500.00	\$ 52,500.00	\$ 55,125.00
Kanloops	\$ 3,492,183.54	\$ 3,492,183.54	\$ 3,666,794.91	\$ 3,666,794.91	\$ 3,840,888.26
Kaslo	\$ 91,220.39	\$ 91,220.39	\$ 95,781.43	\$ 95,781.43	\$ 100,459.78
Kelowna	\$ 4,763,105.29	\$ 4,763,105.29	\$ 5,001,263.56	\$ 5,001,263.56	\$ 5,238,666.39
Kent	\$ 277,555.62	\$ 277,555.62	\$ 291,433.76	\$ 291,433.76	\$ 305,394.10
Keremeos	\$ 103,433.83	\$ 103,433.83	\$ 108,605.56	\$ 108,605.56	\$ 113,892.30
Kimberley	\$ 317,249.53	\$ 317,249.53	\$ 333,112.17	\$ 333,112.17	\$ 349,049.90
Klmtat	\$ 384,865.42	\$ 384,865.42	\$ 404,108.91	\$ 404,108.91	\$ 423,414.64
Klmtat-Stikine	\$ 697,232.39	\$ 697,232.39	\$ 732,094.42	\$ 732,094.42	\$ 766,960.55
Kootenay Boundary	\$ 443,240.88	\$ 443,240.88	\$ 465,403.18	\$ 465,403.18	\$ 487,617.01
Ladysmith	\$ 368,232.64	\$ 368,232.64	\$ 386,644.47	\$ 386,644.47	\$ 405,121.66
Lake Country	\$ 520,378.45	\$ 520,378.45	\$ 546,397.67	\$ 546,397.67	\$ 572,454.03
Lake Cowichan	\$ 169,482.88	\$ 169,482.88	\$ 177,957.10	\$ 177,957.10	\$ 186,534.00
Langford	\$ 1,224,258.74	\$ 1,224,258.74	\$ 1,285,472.43	\$ 1,285,472.43	\$ 1,346,591.75
Langley, Township	\$ 347,398.94	\$ 347,398.94	\$ 364,769.07	\$ 364,769.07	\$ 382,258.00
Langley, City	\$ 121,599.90	\$ 121,599.90	\$ 127,679.94	\$ 127,679.94	\$ 133,883.49
Lantzville	\$ 194,673.11	\$ 194,673.11	\$ 204,406.86	\$ 204,406.86	\$ 214,238.58
Lillooet	\$ 143,286.24	\$ 143,286.24	\$ 150,452.72	\$ 150,452.72	\$ 157,724.76
Lions Bay	\$ 53,762.56	\$ 53,762.56	\$ 56,450.69	\$ 56,450.69	\$ 59,263.74
Logan Lake	\$ 133,284.47	\$ 133,284.47	\$ 139,948.74	\$ 139,948.74	\$ 146,722.46
Lumby	\$ 119,544.34	\$ 119,544.34	\$ 125,521.60	\$ 125,521.60	\$ 131,610.87
Lytton	\$ 59,160.09	\$ 59,160.09	\$ 62,118.10	\$ 62,118.10	\$ 65,199.40
Mackenzie	\$ 190,896.59	\$ 190,896.59	\$ 200,441.50	\$ 200,441.50	\$ 210,085.10
Maple Ridge	\$ 267,109.19	\$ 267,109.19	\$ 280,464.78	\$ 280,464.78	\$ 293,940.85
Masset	\$ 85,515.42	\$ 85,515.42	\$ 89,791.21	\$ 89,791.21	\$ 94,185.37
McBride	\$ 73,543.03	\$ 73,543.03	\$ 77,220.19	\$ 77,220.19	\$ 81,017.96
Merritt	\$ 335,770.58	\$ 335,770.58	\$ 352,559.29	\$ 352,559.29	\$ 369,419.62
Metcalfe	\$ 242,964.44	\$ 242,964.44	\$ 255,112.79	\$ 255,112.79	\$ 267,350.09
Midway	\$ 77,078.50	\$ 77,078.50	\$ 80,932.44	\$ 80,932.44	\$ 84,906.33
Mission	\$ 1,513,444.26	\$ 1,513,444.26	\$ 1,589,117.41	\$ 1,589,117.41	\$ 1,664,642.17
Montrose	\$ 91,381.09	\$ 91,381.09	\$ 95,950.17	\$ 95,950.17	\$ 100,636.52
Mount Waddington	\$ 200,378.08	\$ 200,378.08	\$ 210,397.08	\$ 210,397.08	\$ 220,512.99
Nakusp	\$ 113,035.85	\$ 113,035.85	\$ 118,687.69	\$ 118,687.69	\$ 124,452.75
Nanaimo, City	\$ 3,417,135.11	\$ 3,417,135.11	\$ 3,587,994.01	\$ 3,587,994.01	\$ 3,758,348.91
Nanaimo, Regional District	\$ 1,596,728.73	\$ 1,596,728.73	\$ 1,676,566.15	\$ 1,676,566.15	\$ 1,756,239.63
Nelson	\$ 460,998.59	\$ 460,998.59	\$ 484,048.79	\$ 484,048.79	\$ 507,147.20
New Denver	\$ 70,248.61	\$ 70,248.61	\$ 73,761.05	\$ 73,761.05	\$ 77,394.72
New Hazelton	\$ 76,757.09	\$ 76,757.09	\$ 80,594.96	\$ 80,594.96	\$ 84,552.84
New Westminster	\$ 238,344.77	\$ 238,344.77	\$ 250,262.12	\$ 250,262.12	\$ 262,300.55
North Cowichan	\$ 1,207,344.72	\$ 1,207,344.72	\$ 1,267,712.70	\$ 1,267,712.70	\$ 1,327,989.47
North Okanagan	\$ 782,806.88	\$ 782,806.88	\$ 821,947.69	\$ 821,947.69	\$ 861,076.61
North Saanich	\$ 495,509.62	\$ 495,509.62	\$ 520,285.38	\$ 520,285.38	\$ 545,102.93
North Vancouver, District	\$ 290,974.68	\$ 290,974.68	\$ 305,523.76	\$ 305,523.76	\$ 320,192.63
North Vancouver, City	\$ 187,587.37	\$ 187,587.37	\$ 196,966.82	\$ 196,966.82	\$ 206,468.41
Northern Rockies	\$ 274,100.70	\$ 274,100.70	\$ 287,805.88	\$ 287,805.88	\$ 301,594.19
Oak Bay	\$ 773,767.32	\$ 773,767.32	\$ 812,456.15	\$ 812,456.15	\$ 851,134.77
Okanagan-Similkameen	\$ 968,499.50	\$ 968,499.50	\$ 1,016,925.06	\$ 1,016,925.06	\$ 1,065,304.04
Oliver	\$ 243,808.13	\$ 243,808.13	\$ 255,998.67	\$ 255,998.67	\$ 268,277.99
Osoyoos	\$ 244,651.83	\$ 244,651.83	\$ 256,884.54	\$ 256,884.54	\$ 269,205.90
Parksville	\$ 531,185.74	\$ 531,185.74	\$ 557,745.34	\$ 557,745.34	\$ 584,340.04
Peace River	\$ 912,333.71	\$ 912,333.71	\$ 957,950.94	\$ 957,950.94	\$ 1,003,532.09
Peachland	\$ 258,914.24	\$ 258,914.24	\$ 271,860.09	\$ 271,860.09	\$ 284,891.91
Pemberton	\$ 145,176.51	\$ 145,176.51	\$ 152,435.39	\$ 152,435.39	\$ 159,801.50
Penticton	\$ 1,370,860.29	\$ 1,370,860.29	\$ 1,439,404.15	\$ 1,439,404.15	\$ 1,507,826.26
Pitt Meadows	\$ 100,631.79	\$ 100,631.79	\$ 105,663.41	\$ 105,663.41	\$ 110,818.97
Port Alberni	\$ 762,839.50	\$ 762,839.50	\$ 800,981.93	\$ 800,981.93	\$ 839,116.19
Port Alice	\$ 82,341.53	\$ 82,341.53	\$ 86,458.63	\$ 86,458.63	\$ 90,694.68
Port Clements	\$ 65,186.46	\$ 65,186.46	\$ 68,445.79	\$ 68,445.79	\$ 71,827.29
Port Coquitlam	\$ 210,842.14	\$ 210,842.14	\$ 221,384.34	\$ 221,384.34	\$ 232,048.19
Port Edward	\$ 71,855.64	\$ 71,855.64	\$ 75,448.44	\$ 75,448.44	\$ 79,162.15
Port Hardy	\$ 211,024.67	\$ 211,024.67	\$ 221,576.01	\$ 221,576.01	\$ 232,222.26
Port McNeill	\$ 150,640.42	\$ 150,640.42	\$ 158,172.50	\$ 158,172.50	\$ 165,810.79
Port Moody	\$ 144,135.27	\$ 144,135.27	\$ 151,342.09	\$ 151,342.09	\$ 158,671.95
Pouce Coupe	\$ 79,649.75	\$ 79,649.75	\$ 83,632.26	\$ 83,632.26	\$ 87,734.23
Powell River, City	\$ 578,914.61	\$ 578,914.61	\$ 607,860.68	\$ 607,860.68	\$ 636,832.94

CWF Payment information is based on current census data.
Boundary changes, incorporations of new local governments
may also vary the available funding in subsequent years.
Funds are subject to Federal transfer of Gas Tax.

Union of BC Municipalities
Gas Tax Agreement Community Works Fund Allocations
Year 1 - Year 5

Recipient Name	Year 1 2014/15	Projected Year 2 2015/16	Projected Year 3 2016/17	Projected Year 4 2017/18	Projected Year 5 2018/19
Powell River, Regional District	\$ 319,941.31	\$ 319,941.31	\$ 335,936.54	\$ 335,936.54	\$ 352,010.35
Prince George	\$ 2,941,614.16	\$ 2,941,614.16	\$ 3,088,696.71	\$ 3,088,696.71	\$ 3,235,364.09
Prince Rupert	\$ 552,519.10	\$ 552,519.10	\$ 580,145.38	\$ 580,145.38	\$ 607,802.78
Princeton	\$ 159,438.92	\$ 159,438.92	\$ 167,410.94	\$ 167,410.94	\$ 175,487.51
Qualicum Beach	\$ 399,007.31	\$ 399,007.31	\$ 418,957.90	\$ 418,957.90	\$ 438,968.29
Queen Charlotte	\$ 87,925.97	\$ 87,925.97	\$ 92,322.29	\$ 92,322.29	\$ 96,836.53
Quesnel	\$ 452,039.39	\$ 452,039.39	\$ 474,641.61	\$ 474,641.61	\$ 497,293.74
Radium Hot Springs	\$ 81,216.61	\$ 81,216.61	\$ 85,277.46	\$ 85,277.46	\$ 89,457.48
Revelstoke	\$ 336,815.15	\$ 336,815.15	\$ 353,656.09	\$ 353,656.09	\$ 370,568.45
Richmond	\$ 593,752.16	\$ 593,752.16	\$ 623,440.09	\$ 623,440.09	\$ 653,241.71
Rossland	\$ 192,865.20	\$ 192,865.20	\$ 202,508.55	\$ 202,508.55	\$ 212,250.21
Saanich	\$ 4,459,376.12	\$ 4,459,376.12	\$ 4,682,347.74	\$ 4,682,347.74	\$ 4,904,620.66
Salmo	\$ 95,760.25	\$ 95,760.25	\$ 100,548.30	\$ 100,548.30	\$ 105,452.79
Salmon Arm	\$ 751,630.45	\$ 751,630.45	\$ 789,212.41	\$ 789,212.41	\$ 826,788.32
Sayward	\$ 62,735.73	\$ 62,735.73	\$ 65,872.53	\$ 65,872.53	\$ 69,131.94
Sechelt	\$ 423,273.50	\$ 423,273.50	\$ 444,437.42	\$ 444,437.42	\$ 465,656.60
Sechelt Indian	\$ 82,903.99	\$ 82,903.99	\$ 87,049.21	\$ 87,049.21	\$ 91,313.29
Sicamous	\$ 148,069.17	\$ 148,069.17	\$ 155,472.69	\$ 155,472.69	\$ 162,982.09
Sidney	\$ 499,085.27	\$ 499,085.27	\$ 524,039.82	\$ 524,039.82	\$ 549,035.48
Silverton	\$ 57,834.28	\$ 57,834.28	\$ 60,726.00	\$ 60,726.00	\$ 63,741.26
Skeena-Queen Charlotte	\$ 191,659.93	\$ 191,659.93	\$ 201,243.01	\$ 201,243.01	\$ 210,924.64
Slocan	\$ 61,892.04	\$ 61,892.04	\$ 64,986.65	\$ 64,986.65	\$ 68,204.04
Smithers	\$ 267,110.11	\$ 267,110.11	\$ 280,465.75	\$ 280,465.75	\$ 293,905.84
Sooke	\$ 509,410.45	\$ 509,410.45	\$ 534,881.27	\$ 534,881.27	\$ 560,391.26
Spallumcheen	\$ 253,088.75	\$ 253,088.75	\$ 265,743.32	\$ 265,743.32	\$ 278,484.94
Sparrwood	\$ 197,324.72	\$ 197,324.72	\$ 207,191.05	\$ 207,191.05	\$ 217,154.85
Squamish	\$ 739,336.65	\$ 739,336.65	\$ 776,303.92	\$ 776,303.92	\$ 813,267.42
Squamish-Lillooet	\$ 311,062.45	\$ 311,062.45	\$ 326,615.74	\$ 326,615.74	\$ 342,245.26
Stewart	\$ 69,846.85	\$ 69,846.85	\$ 73,339.21	\$ 73,339.21	\$ 76,952.86
Strathcona	\$ 453,405.37	\$ 453,405.37	\$ 476,075.89	\$ 476,075.89	\$ 498,796.06
Summerland	\$ 503,183.20	\$ 503,183.20	\$ 528,342.65	\$ 528,342.65	\$ 553,542.44
Sun Peaks	\$ 64,905.23	\$ 64,905.23	\$ 68,150.50	\$ 68,150.50	\$ 71,517.98
Sunshine Coast	\$ 616,237.95	\$ 616,237.95	\$ 647,050.20	\$ 647,050.20	\$ 677,881.69
Surrey	\$ 1,386,737.98	\$ 1,386,737.98	\$ 1,456,075.68	\$ 1,456,075.68	\$ 1,525,510.54
Tahsis	\$ 62,695.56	\$ 62,695.56	\$ 65,830.34	\$ 65,830.34	\$ 69,087.76
Taylor	\$ 105,161.39	\$ 105,161.39	\$ 110,419.50	\$ 110,419.50	\$ 115,792.30
Talkwa	\$ 104,237.35	\$ 104,237.35	\$ 109,449.25	\$ 109,449.25	\$ 114,776.02
Terrace	\$ 511,459.42	\$ 511,459.42	\$ 537,032.68	\$ 537,032.68	\$ 562,644.75
Thompson-Nicola	\$ 978,342.57	\$ 978,342.57	\$ 1,027,260.29	\$ 1,027,260.29	\$ 1,076,129.59
Tofino	\$ 125,369.83	\$ 125,369.83	\$ 131,638.37	\$ 131,638.37	\$ 138,017.83
Trail	\$ 358,590.44	\$ 358,590.44	\$ 376,520.16	\$ 376,520.16	\$ 394,517.23
Tumbler Ridge	\$ 158,876.46	\$ 158,876.46	\$ 166,820.35	\$ 166,820.35	\$ 174,868.91
Ucluelet	\$ 115,366.05	\$ 115,366.05	\$ 121,134.40	\$ 121,134.40	\$ 127,015.53
Valemount	\$ 90,979.33	\$ 90,979.33	\$ 95,528.32	\$ 95,528.32	\$ 100,194.66
Vancouver	\$ 1,772,845.32	\$ 1,772,845.32	\$ 1,861,488.62	\$ 1,861,488.62	\$ 1,950,221.04
Vanderhoof	\$ 229,987.65	\$ 229,987.65	\$ 241,487.15	\$ 241,487.15	\$ 253,078.03
Vernon	\$ 1,582,707.37	\$ 1,582,707.37	\$ 1,661,843.71	\$ 1,661,843.71	\$ 1,740,818.74
Victoria	\$ 3,264,748.24	\$ 3,264,748.24	\$ 3,427,987.70	\$ 3,427,987.70	\$ 3,590,751.63
View Royal	\$ 426,889.33	\$ 426,889.33	\$ 448,234.03	\$ 448,234.03	\$ 469,633.33
Warfield	\$ 118,298.69	\$ 118,298.69	\$ 124,213.87	\$ 124,213.87	\$ 130,241.10
Wells	\$ 59,843.07	\$ 59,843.07	\$ 62,835.23	\$ 62,835.23	\$ 65,950.56
West Kelowna	\$ 1,291,111.30	\$ 1,291,111.30	\$ 1,355,667.65	\$ 1,355,667.65	\$ 1,420,117.16
West Vancouver	\$ 171,880.55	\$ 171,880.55	\$ 180,474.65	\$ 180,474.65	\$ 189,191.22
Whistler	\$ 444,687.21	\$ 444,687.21	\$ 466,921.83	\$ 466,921.83	\$ 489,207.71
White Rock	\$ 105,207.95	\$ 105,207.95	\$ 110,468.38	\$ 110,468.38	\$ 115,852.66
Williams Lake	\$ 485,184.44	\$ 485,184.44	\$ 509,443.93	\$ 509,443.93	\$ 533,747.14
Zeballos	\$ 55,021.98	\$ 55,021.98	\$ 57,773.06	\$ 57,773.06	\$ 60,648.24

CWF Payment information is based on current census data.
Boundary changes, incorporations of new local governments
may also vary the available funding in subsequent years.
Funds are subject to Federal transfer of Gas Tax.

Schedule B -Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

- A. Local roads, bridges -roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- B. Highways -highway infrastructure.
- C. Short-sea shipping - infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- D. Short-line rail - railway related infrastructure for carriage of passengers or freight.
- E. Regional and local airports -airport-related infrastructure (excludes the National Airport System).
- F. Broadband connectivity - infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- G. Public transit - infrastructure that supports a shared passenger transport system which is available for public use.
- H. Drinking water - infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- I. Wastewater - infrastructure that supports wastewater and storm water collection, treatment and management systems.
- J. Solid waste - infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
- K. Community energy systems -infrastructure that generates or increases the efficient usage of energy.
- L. Brownfield Redevelopment-remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.

M. Sport Infrastructure - amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).

N. Recreational infrastructure - recreational facilities or networks.

O. Cultural infrastructure - infrastructure that supports arts, humanities, and heritage.

P. Tourism infrastructure - infrastructure that attract travelers for recreation, leisure, business or other purposes.

Q. Disaster mitigation - infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building - includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C -Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

- studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
- training directly related to asset management planning; and,
- long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and the arrangement is approved in advance and in writing by UBCM.



City of Richmond

Report to Committee

To: General Purposes Committee

Date: June 17, 2014

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

File: 10-6600-10-02/2014-
Vol 01

Re: Alexandra District Energy Utility Bylaw No 8641 Amendment Bylaw No 9160

Staff Recommendation

That the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9160 be introduced and given first, second and third reading.

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

Att. 1

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

Staff Report

Origin

In 2010, Council adopted the Alexandra District Energy Utility Bylaw No. 8641, establishing the charges that constitute the rate for the service of delivering energy for space heating and cooling and domestic hot water heating within the Alexandra District Energy Utility (ADEU) service area.

The purpose of this report is to recommend ADEU service rates for the large format commercial buildings located within the service area. Staff are preparing a separate report to Council to present technical options for the next phase of ADEU infrastructure expansion which will include the connection of large format retail buildings to the ADEU.

This initiative aligns with Council's Term Goal #8 Sustainability:

8.1 Continued implementation and significant progress towards achieving the City's Sustainability Framework, and associated targets.

Background

ADEU was established on the concept that all capital and operating costs will be recovered through revenues from user fees, making the utility cost neutral over time. Council adopted an objective to provide end users with annual energy costs that are competitive with conventional system energy costs, based on the same level of service. As new developments tie in to the ADEU system, staff are continuously monitoring energy costs and reviewing the rate structures.

All current customers in the service area are residential buildings, and the current rate was developed on the basis of delivering energy to residential customers. To meet Council's objectives for rates, this report includes a new rate structure format for the large format commercial buildings.

Analysis

Development Phasing in ADEU

Based on the current construction schedules provided by developers in the ADEU service area (see Table 1), four developments have planned connection to the ADEU within the next one to two years. Three more developments are projected to be completed in the years 2016 to 2018, including mostly multi-family residential buildings and some large format retail buildings.

Table 1: Development Timing in the ADEU Service Area

	Floor Area (ft ²)	Use	Occupancy Date*
Alexandra Court	515,000	Residential	2015 Q2
Jamatkhana Temple	26,500	Institutional	2015
9500 Cambie	108,000	Residential	2015
Alexandra Gate	194,000	Residential	2015
SmartCentres	286,000	Commercial	2016
Jingon	132,000	Residential	2016
Polygon East	262,000	Residential	2018

* NOTE: Occupancy typically occurs over the course of several months after occupancy is issued.

Staff have completed a load profiling analysis for the expansion of the ADEU system based on the development schedule identified above. Based on this analysis staff have also evaluated the connection of large format retail buildings to the expanded ADEU system and the annual energy costs based on the current (residential based) rate structure. Large format commercial buildings have a different model of delivering space heating and cooling than residential types of buildings.

As a result, staff have reviewed alternative options for servicing large format retail buildings with economical, efficient and low GHG emissions energy and that are competitive to the BAU annual energy costs. Staff's analysis has shown that air source heat pump technology (ASHP), a technology that is very similar to geothermal heat pump technology, best meets Council's objectives. ASHP draws heat from the outside air during the heating season and rejects heat during the summer cooling season. This is the same principle as with the existing geexchange system for ADEU, the only difference being that air is used as the energy source as opposed to the ground.

The business analysis completed by staff is based on a model where direct space heating and cooling would be provided to large format retail buildings and will introduce additional capacity into the ADEU system for use by other buildings connected to ADEU. With the recommended blended 2014 rate for large format retail buildings of \$55 per MWh, ADEU will recover operating costs and repay capital costs for equipment within acceptable payback periods. The blended rate is calculated based on an estimated annual usage being charged under the proposed capacity and volume charges in the bylaw amendment.

ADEU Use Threshold

In the development of the service model for ADEU, the intention was to mandate the developments to use the ADEU for not less than 70% of the total annual space heating and cooling and domestic hot water requirements of the development. This threshold allows for conventional servicing of non-standard spaces and some domestic hot water where servicing from ADEU is not practical. The Bylaw, though, currently states that *each* building on site has to connect to the ADEU and meet this minimum 70% threshold. Therefore, staff recommend amending the Bylaw to acknowledge that this minimum applies to the total site use and not to each building. As such, if a development with several buildings on site is able to meet the 70%

minimum energy use for the entire development through some buildings, the other buildings on the site should be able to seek an exemption from connection to the ADEU.

Financial Impact

None at this time. Adoption of this bylaw amendment sets the stage for execution of the Services Agreement with large format retail customers. Staff are preparing a separate report to Council with a recommended plan for the next ADEU expansion, which will include a request for funding and present technology options. First occupancy of large format retail buildings in the service area is anticipated in 2016, and as such there will not be any billing or revenues under the proposed Area A rate until that year.

Conclusion

The recommended 2014 ADEU rate for services applicable to large format retail customers supports Council's objective to implement low carbon solutions and maintain annual energy costs that are competitive with conventional system energy costs, based on the same level of service. At the same time, the proposed rate ensures cost recovery to offset the City's capital investment and ongoing operating costs. Staff will continuously monitor energy costs and review the rate to ensure rate fairness for the consumers and cost recovery for the City.



Alen Postolka, P.Eng., CP, CEM
District Energy Manager
(604-276-4283)

AP:ap

Att. 1: Bylaw 9160 - Alexandra District Energy Utility Bylaw 8641



**Alexandra District Energy Utility Bylaw No. 8641
Amendment Bylaw No. 9160**

The Council of the City of Richmond enacts as follows:

1. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended:

- (a) by amending the definition of Designated Building in Section 1.2(j) such that Section 1.2(j) now reads as follows:

***“Designated Property”** means the Site(s) and/or building(s) to which this Bylaw applies pursuant to Section 3 of this Bylaw;*

- (b) by re-numbering the previous Section 1.2(bb) as Section 1.2(cc) and adding a new definition in Section 1.2(bb) as follows:

*1.1(bb) **“Site”** means a parcel of real property upon which one or more buildings are constructed or are to be constructed;*

- (c) by deleting the existing Section 3.1 and replacing it with a new Section 3.1 to read as follows:

3.1 Mandatory Use of DEU

Subject to the Service Provider providing Services pursuant to this Bylaw, and subject to Section 3.3 of this Bylaw, each Owner of a Site or new building or buildings proposed for construction or under construction within the Service Area after the date of enactment of this Bylaw, for which the City's Building Regulation Bylaw requires submission of a building permit application or issuance of final inspection notice permitting occupancy, to any one of which the Owner, as at the date of enactment of this Bylaw, is not yet entitled, will connect such buildings to and utilise the DEU for internal space heating and cooling and domestic hot water in accordance with the terms and conditions of this Bylaw.

(d) by adding a new Section 3.3 after Section 3.2 as follows:

3.3 *Exemption from Mandatory Use of DEU for all buildings on Site*

Each Owner of a Site proposed for construction or under construction within the Service Area upon which more than one building is to be constructed, may apply to the City Engineer for an exemption from Section 3.1 of this Bylaw for one or more buildings on the Site, and the City Engineer may approve the application if the Owner provides to the City Engineer such energy modelling reports and other reports as required by the City Engineer, demonstrating that the other buildings on the Site will, collectively, utilize the DEU for not less than 70% of the collective annual space heating and cooling and domestic hot water requirements of all the buildings on the Site, in which case the Owner must connect all non-exempt buildings on the Site to and utilize the DEU in accordance with the terms and conditions of this Bylaw.

(e) by deleting Schedule A (Service Area) in its entirety and replacing with a new Schedule A as attached as Schedule A to this Amendment Bylaw.

(f) by inserting a new third row into the table in Schedule B Fees of the Bylaw as follows:

3.3	<i>Application for exemption of some buildings on a Site from use of energy utility system</i>	<i>By estimate</i>
-----	--	--------------------

(g) by adding the words “PART 1” before the sub-heading “RATES FOR SERVICES” in Schedule C Rates and Charges such that the first sub-heading in Schedule C now reads as follows:

PART 1 - RATES FOR SERVICES

(h) by adding the words “excluding shaded Area A as shown in Schedule A to this Bylaw” after the words “The following charges, as amended from time to time, will constitute the Rates for Services” such that the first sentence in Part 1 of Schedule C now reads as follows:

*The following charges will constitute the Rates for Services for the Service Area excluding shaded **Area A** as shown in Schedule A to this Bylaw:*

(i) by adding a new sub-heading to Schedule C Rates and Charges as follows:

PART 2 - RATES FOR SERVICES APPLICABLE TO AREA A

The following charges will constitute the Rates for Services applicable only to the Designated Properties identified within the shaded area (Area A) shown in Schedule A to this bylaw:

- (a) Capacity charge – a monthly charge of \$0.0435 per square foot of gross floor area; and*
- (b) Volumetric charge – a charge of \$0.00 per megawatt hour of Energy returned from the Heat Exchangers and Meter Sets at the Designated Property.*
- (j) by re-numbering all subsequent and other Parts and Sections as necessary so that they maintain sequential numerical order.
- 2. This Bylaw will come into force and take effect on the date of adoption shown below.
- 3. This Bylaw is cited as "**Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 1960**".

FIRST READING

SECOND READING

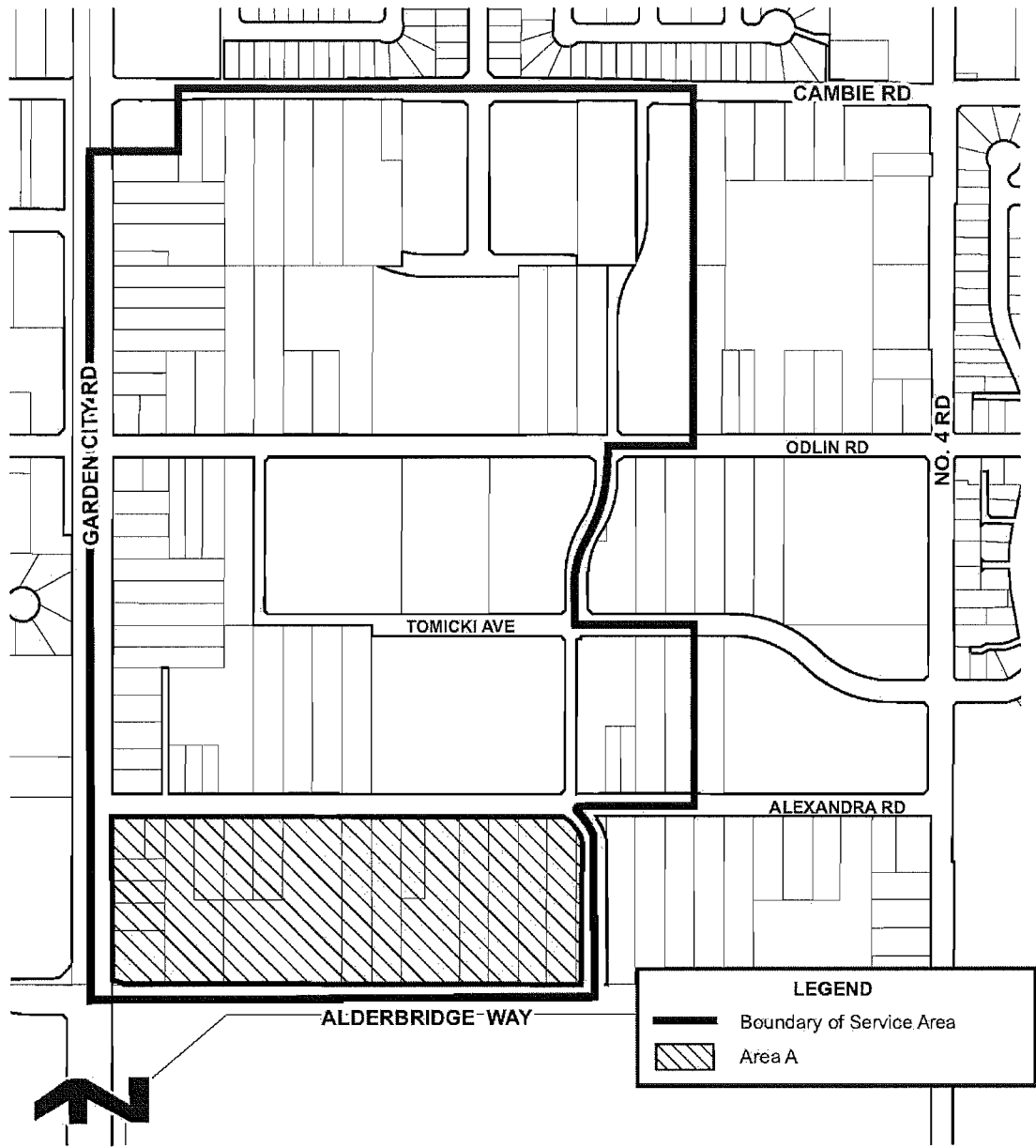
THIRD READING

ADOPTED

MAYOR_____
CORPORATE OFFICER

City of Richmond APPROVED for content by originating dept.
Legal Advice External DL
DATE OF COUNCIL APPROVED (if applicable)

Schedule A





City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee
From: Wayne Craig
Director of Development

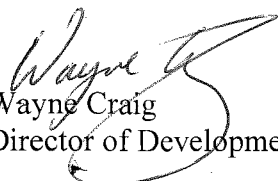
Date: June 27, 2014

File: RZ 13-644887

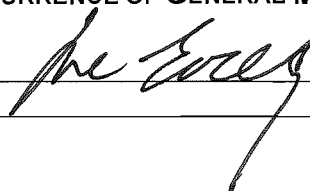
Re: Application by Balandra Development Inc. for Rezoning at 8600 and 8620
No. 2 Road from Single Detached (RS1/E) to Low Density Townhouses (RTL4)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9146, for the rezoning of 8600 and 8620 No. 2 Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.


Wayne Craig
Director of Development

WC:el

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

Staff Report

Origin

Balandra Development Inc. has applied to the City of Richmond for permission to rezone 8600 and 8620 No. 2 Road (Attachment 1) from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone in order to permit the development of nine (9) townhouse units.

Project Description

The two (2) properties, with a total combined frontage of 43.29 m, are proposed to be consolidated into one (1) development parcel containing a total of nine (9) townhouse units. The proposed density is 0.6 FAR. The layout of the townhouse units is oriented around one driveway providing access to the site from No. 2 Road and a north-south drive aisle providing access to the unit garages. The amenity area is situated in a central open courtyard at the rear of the site. A total of four (4) brownstone-style buildings are proposed: a triplex and a duplex with two (2) levels of habitable space plus inhabitable dormers in the roof structures, fronting No. 2 Road; and two (2) 2½-storey duplexes along the rear yard interface with single-family housing to the east. While the proposed rear yard setback complies with the Townhouse Development Requirements under the Arterial Road Policy and exceeds the RTL4 zoning bylaw requirements, a front yard setback variance is being requested. A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).

Surrounding Development

To the North: Single-family homes on large lots zoned “Single Detached (RS1/E)” and under Land Use Contract (LUC141); and then two (2) newer homes on compact lots with lane access, zoned “Compact Single Detached (RC1)”, at the corner of Danube Road and No. 2 Road.

To the South: Single-family homes on large lots zoned “Single Detached (RS1/E)”; and then a 10 unit two-storey townhouse development on a lot zoned “Low Density Townhouses (RTL1)” at the corner of Francis Road and No. 2 Road.

To the East: Single-family homes on smaller lots under Land Use Contract (LUC141), fronting Delaware Road.

To the West: Across No. 2 Road, a mix of single-family homes on larger and smaller lots zoned “Single Detached (RS1/E)” and a duplex on a lot zoned “Two-Unit Dwellings (RD2)” with accesses to No. 2 Road as well as newly developed dwellings with lane accesses on lots zoned “Coach Houses (RCH)”.

Related Policies & Studies

Arterial Road Policy

The Arterial Road Policy in the 2041 OCP, Bylaw 9000, directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for “Arterial Road Town House Development” on the Arterial Road Development Map and meets most of the Townhouse Development Requirements under the Arterial Road Policy. However, the subject site has a lot frontage of 43.29 m which does not meet the minimum frontage requirement of 50 m for townhouse development on major arterial road such as No. 2 Road.

The applicant has been advised of the Townhouse Development Requirements and has been requested to acquire adjacent properties along No. 2 Road to create a larger land assembly that meets the guidelines related to minimum frontage. The applicant advised staff in writing that they have made attempts to acquire adjacent properties but the neighbouring property owners are not interested in selling their properties. This issue will be further discussed under the “Analysis” section below.

Floodplain Management Implementation Strategy

The applicant is required to comply with the requirement of Richmond Flood Plain Designation and Protection Bylaw 8204. In accordance with the Flood Management Strategy, a Flood Indemnity Restrictive Covenant specifying the minimum flood construction level of 2.9 m GSC, or at least 0.3 m above the highest elevation of the crown of any road that is adjacent to the parcel is required prior to rezoning bylaw adoption.

Affordable Housing Strategy

The applicant proposes to make a cash contribution to the affordable housing reserve fund in accordance to the City’s Affordable Housing Strategy. As the proposal is for townhouses, the applicant will make a cash contribution of \$2.00 per buildable square foot as per the Strategy; for a contribution of \$25,608.60.

Public Art

The applicant has agreed to provide a voluntary contribution in the amount of \$0.77 per square foot of developable area for the development to the City’s Public Art fund. The amount of the contribution would be \$9,859.31.

Public Input

The applicant has forwarded confirmation that a development sign has been posted on the site. Due to the mid-block location and the non-conforming site frontage, the applicant has met with adjacent property owners to seek input on the project. The applicant approached owners of 12 properties located adjacent to and across the street (No. 2 Road) from the development site. They have successfully met with the owners of two (2) of the properties and presented them with the proposed architectural renderings. Owners at 8611 Delaware Road received the information but did not provide any comments. Owners of 8651 Delaware Road voiced their concerns to the proposal and have subsequently submitted a letter to the City (Attachment 4) opposing the

proposed rezoning application. No response was received from the owners of the other 10 properties.

A list of concerns raised by the neighbouring residents is provided below, along with developer's responses in *italics*:

1. Loss of privacy and sunlight.

The second floor of the rear units will be set back 6.0 m from the rear (east) property line; which is similar to the setback required from single-family homes. No window facing the rear yard will be proposed on the top floor of the rear units.

A shadow study (Attachment 5) demonstrates that the proposed buildings will not cast any shadow over on the neighbouring back yards to the east.

2. Non compliance with zoning requirements.

This is referring to the proposed front yard setback variance from 6.0 m to 5.4 m. The Arterial Road Guidelines for Townhouses in the OCP support reduced front yard setback where a larger rear yard setback is deemed necessary, provided that there is an appropriate interface with neighbouring properties. The proposed rear yard setbacks at 4.5 m to ground floor and 6.0 m to the second floor exceed the zoning requirement of 3.0 m under the "Low Density Townhouses (RTL4)" zone.

3. The project is far too big for the lots.

The project density at 0.60 FAR is on the low end of the expected density range for townhouse developments under the Arterial Road Policy in the OCP.

4. Prefer to see duplex units at same height as the surrounding houses.

Duplex units are proposed along the rear yard interface with single-family housing. The maximum building height of single family dwelling is 9.0 m. The proposed building height of the duplex unit along the rear property line is 10.65 m. Staff will work with the developer to develop options in order to bring the overall building height down, during the Development Permit process.

5. Prefer to see a cedar hedge along the common property line.

The developer has agreed to provide a minimum 2.75 m (9 ft.) tall hedge to address overlook concerns and provide screening.

Staff Comments

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:

- 15 trees are identified on-site and all of these trees are low value fruit trees (i.e., Fig, Apple, Pear and Plum trees). Nine (9) of these trees are suitable for retention but are in conflict with the building envelope; five (5) of these trees are unsuitable for retention due to structural defects.

- One multi-branching fig tree was recommended for retention in the Arborist report; however, a site assessment noted there will be a required 1m (minimum) raising of existing grades around the tree to meet the Flood Protection bylaw requirements. Due to the low value nature of this tree and impact of raising the site grade, it is recommended that this tree be removed and replaced at 2:1 ratio.

A Tree Management Plan can be found in Attachment 6.

Tree Replacement

Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 32 replacement trees are required for the removal of 16 trees. According to the Preliminary Landscape Plan (Attachment 2), the developer is proposing to plant 23 new trees on-site; size and species of replacement trees and overall landscape design will be reviewed in detail at the Development Permit stage. The applicant has agreed to provide a voluntary contribution of \$4,500 to the City's Tree Compensation Fund in lieu of planting the remaining nine (9) replacement trees should they not be accommodated on the site.

Tree Protection

Two (2) cedar hedge rows located along the east and south property line are identified for retention. Tree protection fencing is required to be installed as per the Arborist Report recommendations prior to any construction activities (including demolition) occurring on-site. In addition, proof that the owner has entered into a contract with a Certified Arborist to monitor all works to be done near or within the tree protection zone will be required prior to final adoption of the rezoning bylaw.

In order to ensure that the hedge rows along the east and south property line will not be damaged during construction, a Tree Survival Security will be required as part of the Landscape Letter of Credit at Development Permit stage to ensure that these hedges will be protected. No Landscape Letter of Credit will be returned until the post-construction assessment report, prepared by the Arborist, confirming the protected hedge rows survived the construction, is reviewed by staff.

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 and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit, install tree protection around trees/hedge rows to be retained, and submit a landscape security in the amount of \$16,000 to ensure the replacement planting will be provided.

Site Servicing and Frontage Improvements

No capacity analysis and service upgrades are required. Prior to final rezoning bylaw adoption, the developer is required to:

- Consolidate the two (2) lots into one (1) development parcel;
- Replace the existing Sanitary SRW along the east property line (due to sub-standard dimensions and configurations) with a new 3.0 m wide SRW along the entire east property line of the development site; and

- Grant a 0.17 m Public Rights-of-Passage (PROP) Statutory Right-of-Way (SRW) along the entire frontage on No. 2 Road for frontage improvement works (i.e., a 1.5 m sidewalk and 1.5 m boulevard).

Prior to issuance of a Building Permit, the developer is required to:

- Enter into the City's standard Servicing Agreement for the design and construction of frontage improvements and service connections (see Attachment 7 for details); and
- Pay DCC's (City & GVS&DD), School Site Acquisition Charge, Address Assignment Fee, and servicing costs.

Vehicle Access

One (1) driveway from No. 2 Road is proposed. The long-term objective is for the driveway access established on No. 2 Road to be utilized by adjacent properties to the north and south if they apply to redevelop. A Public Right-of-Passage (PROP) Statutory Right-of-Way (SRW) over the entire area of the proposed driveway and the internal manoeuvring aisle will be secured as a condition of rezoning.

Indoor Amenity Space

The applicant is proposing a contribution in-lieu of on-site indoor amenity space in the amount of \$9,000 as per the Official Community Plan (OCP) and Council Policy.

Outdoor Amenity Space

Outdoor amenity space will be provided on-site. Based on the preliminary design, the size of the proposed outdoor amenity space complies with the Official Community Plan (OCP) requirements of 6 m² per unit. Staff will work with the applicant at the Development Permit stage to ensure the configuration and design of the outdoor amenity space meets the Development Permit Guidelines in the OCP.

Sustainability Features

The applicant has committed to achieving an EnerGuide rating of 82 and providing pre-ducting for solar hot water for the proposed development. City staff in the Sustainability Division has identified that the commitment to achieve an EnerGuide rating of 82 for the proposed development yields the following approximate per unit estimates of annual energy and greenhouse gas (GHG) savings (based on median amounts and averaged electric and natural gas units):

- Annual energy savings: 8.6 GJ (2,400 kWh) or 15% of annual energy costs; and
- Annual GHG savings: 0.20 tonnes of CO₂ emissions.

The details of construction requirements needed to achieve the rating will be resolved as part of the Development Permit Application review process.

Analysis

Official Community Plan (OCP) Compliance

The proposed development is generally consistent with the Neighbourhood Residential land use designation in the 2041 OCP and satisfies the OCP location criteria and development requirements for arterial road townhouse developments. The frontage of the development site is 43.29 m, which does not comply with the minimum frontage requirement of 50.0 m on a major arterial road. In support to the application, the applicant has developed a concept plan showing how the rest of the block could be redeveloped (on file).

Staff support the proposed development based on the following:

- The subject site is specifically identified for townhouse development in the Official Community Plan (OCP).
- The subject proposal is not the first townhouse development on the block as townhouses already exist at the corner of No. 2 Road and Francis Road.
- The adjacent property owners are not interested in redeveloping their properties at this time.
- The subject proposal will not restrict future development of lands to the north or south of the subject site.
- A Public Rights of Passage (PROP) Statutory Right of Way (SRW) on the subject site will be secured to provide vehicle access to future developments to the north and south along No. 2 Road.
- The project density at 0.60 FAR is within the density range for townhouse developments under the Arterial Road Policy in the OCP.
- The streetscape and rhythm created by the proposal (i.e., duplex and triplex along No. 2 Road) respect existing developments along both sides of No. 2 Road.

Requested Variances

The proposed development is generally in compliance with the Low Density Townhouses (RTL4) zone. Based on the review of the current site plan for the project, the following variances are being requested:

1. Reduce the minimum lot width on major arterial road from 50.0 m to 43.29 m.
Staff support the proposed variances based on the discussion above in the OCP Compliance section.
2. Reduce the front yard setback from 6.0 m to 5.4 m.
The Arterial Road Guidelines for Townhouses in the OCP support reduced front yard setback where a larger rear yard setback is deemed necessary, provided that there is an appropriate interface with neighbouring properties. The proposed rear yard setbacks at 4.5 m to ground floor and 6.0 m to the second floor exceed the zoning requirement of 3.0 m under the "Low Density Townhouses (RTL4)" zone. This variance will be

reviewed in the context of the required PROP SRW along the No. 2 Road frontage, at the Development Permit stage.

3. Replace seven (7) standard residential parking stalls with small car stalls, one (1) in each of the side-by-side double car garages.

Current Zoning Bylaw only allows small car parking stalls when more than 31 parking stalls are proposed on site. Transportation staff support the proposed variances to allow one (1) small car stall in each of the side-by-side double car garages.

The variances above will be reviewed in the context of the overall detailed design of the project, including architectural form, site design and landscaping at the Development Permit stage.

Design Review and Future Development Permit Considerations

A Development Permit will be required to ensure that the proposed development is sensitively integrated with adjacent developments. The rezoning conditions will not be considered satisfied until a Development Permit application is processed to a satisfactory level. In association with the Development Permit, the following issues are to be further examined in relation to the site:

- Compliance with Development Permit Guidelines for multiple-family projects contained in Section 14 of the 2041 Official Community Plan Bylaw 9000.
- Building form and architectural character:
 - Refine the proposed brownstone style row house character; while staff appreciate new design languages being introduced to Richmond, how the proposed design complements the existing surrounding developments and how the design complies with the Development Permit Design Guidelines in the OCP should be clearly identified.
 - While the proposed street fronting buildings are 2-storey plus dormers with no habitable space, in the roof structures, the buildings appear to be 3-storeys in height. Massing and articulation should be further developed to reduce the apparent building height at the edges of the site adjacent to existing single-family developments.
 - Revisit the design and apparent height of the duplex buildings along the rear property line. The massing of these duplex buildings should complement the adjacent small single family homes. While the proposed 3rd floor is contained within the main roof slope, the proposed building height is taller than the typical height of similar buildings in other arterial road townhouse developments; impact created by the extra half storey will be further examined.
- Installation of suitable hedging material along the east property line in order to provide a minimum 2.75 m (9 ft.) tall vertical screening to address overlook concerns.
- Site grading requirements to ensure the survival of protected trees.
- Landscaping design and enhancement of the outdoor amenity area.
- Opportunities to maximize permeable surface areas and better articulate hard surface treatment.

Additional issues may be identified as part of the Development Permit application review process.

Financial Impact or Economic Impact

None.

Conclusion

The proposed nine (9) unit townhouse development is consistent with the Official Community Plan (OCP) regarding developments within the Arterial Road Policy area. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 7, which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

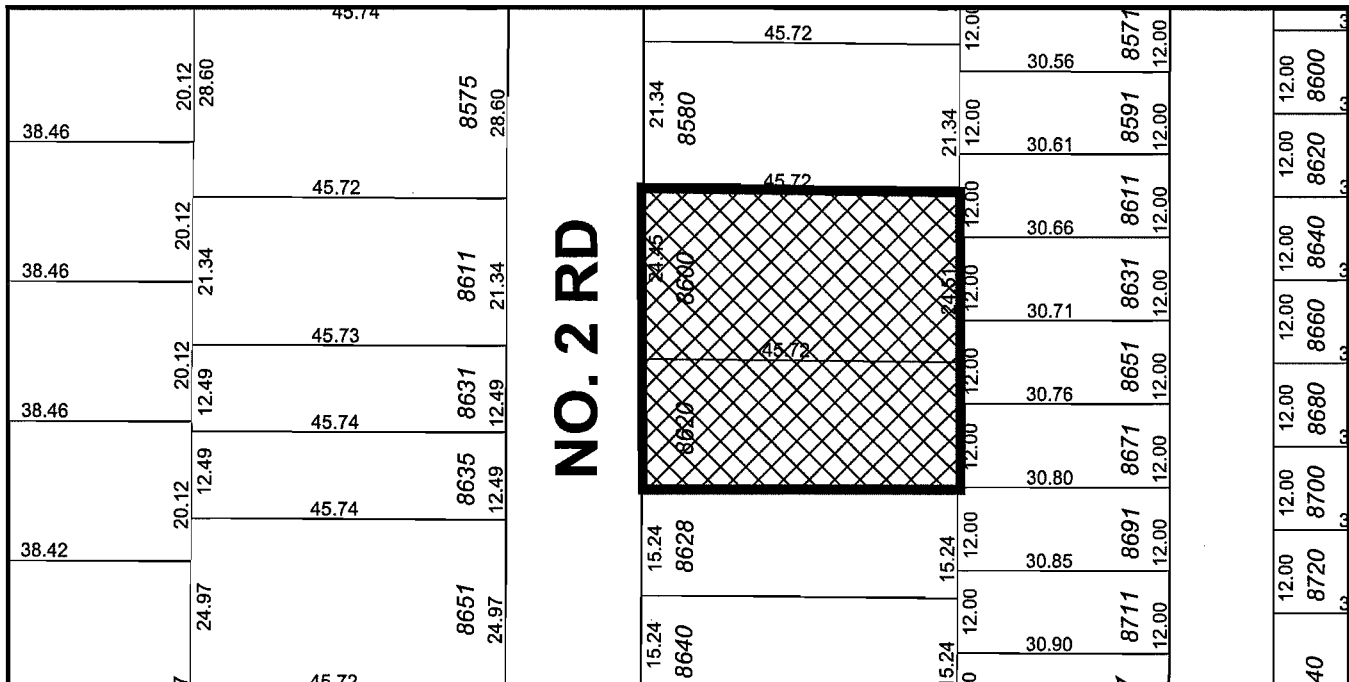
It is recommended that Richmond Zoning Bylaw 8500 Amendment Bylaw 9146 be introduced and given first reading.



Edwin Lee
Planning Technician-Design

EL:rg

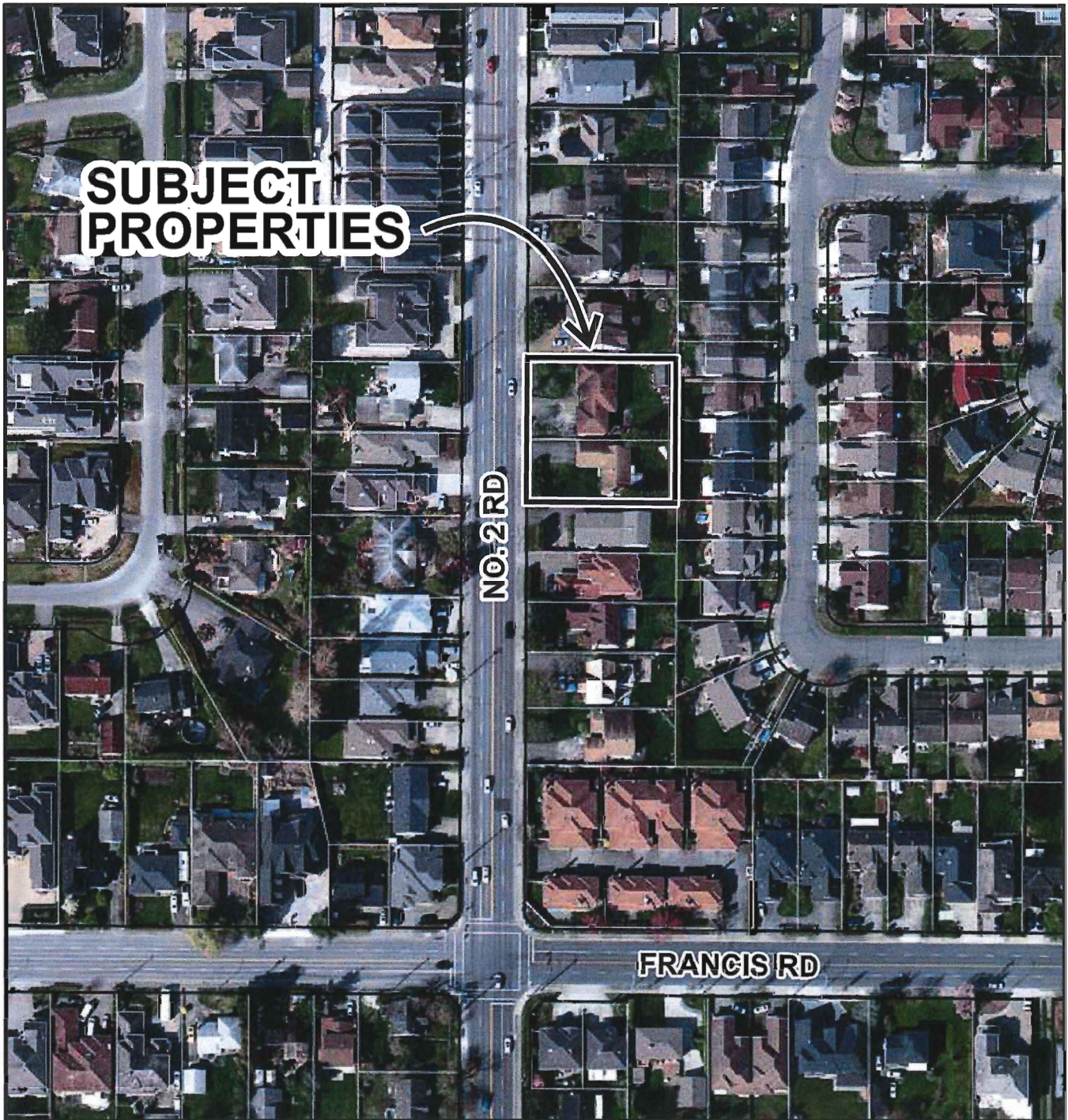
- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: Letter Received
- Attachment 5: Shadow Study
- Attachment 6: Tree Management Plan
- Attachment 7: Rezoning Considerations



Note: Dimensions are in METRES



City of
Richmond



RZ 13-644887

Original Date: 06/11/14

Revision Date:

Note: Dimensions are in METRES



Residential 2.5 unit	18		
Visitor 0.2 stall/unit	2		
Total Required	20		
Parking Provided	11		
Standard Stall	7		
Small Stall	2		
Visitor Provided	2		
Total Provided	20		
		7 Small Cars	
Zoning Variance:			
On-site Bicycle Parking Requirements			
Class 1: 1.25 stalls/unit	11.25		
max. 33% Vertical Stalls	3.71		
Class 2: 0.2 stall/unit	1.8		
Total Class 1 Stalls Required	12		
Total Class 1 Stalls Provided	12		
Total Class 2 Stalls Required	2		
Total Class 2 Stalls Provided	2		
Horizontal Stalls Provided	9		
Vertical Stalls Provided	3		



PARKING PLAN

SCALE 1/8" = 1'-0"

JUNE 02 2014

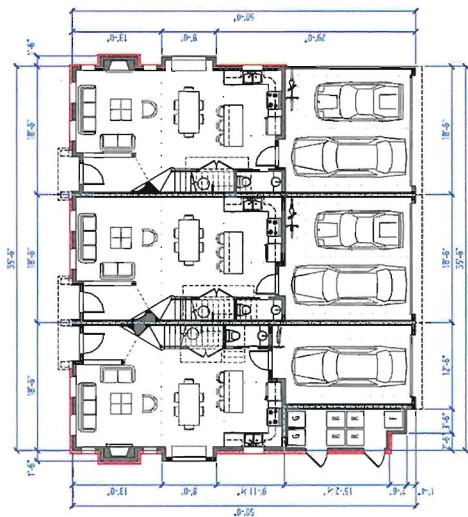


FOUGERE
architecture inc.

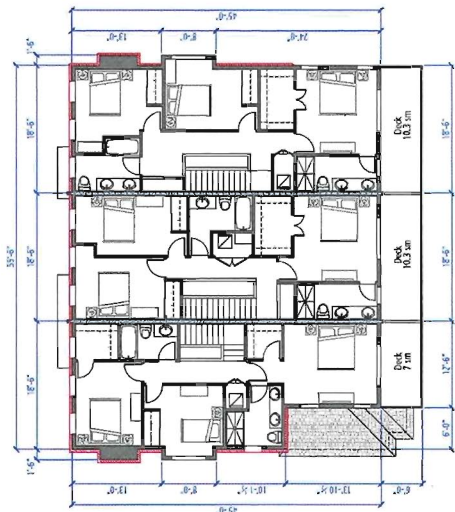
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114 • WASHINGTON
604.873.2907
couperrearchitecture.ca

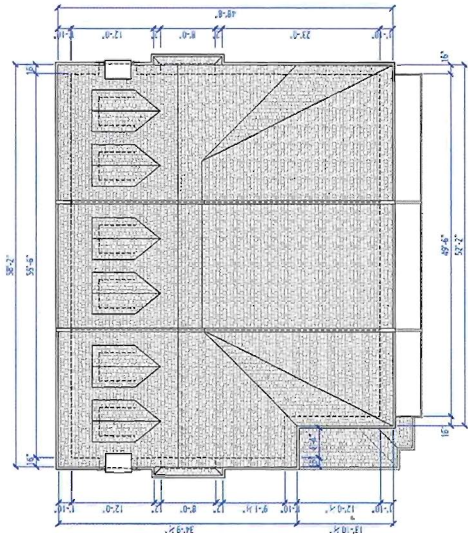
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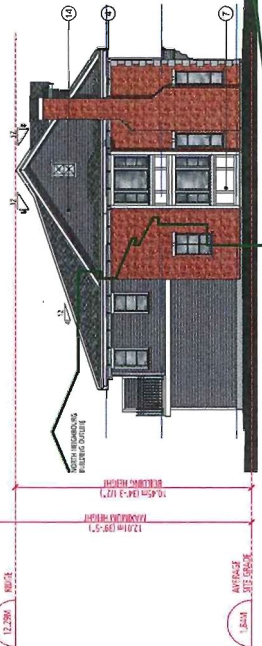
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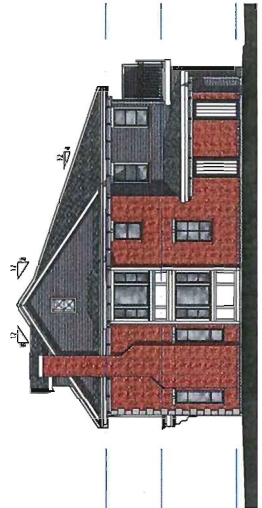
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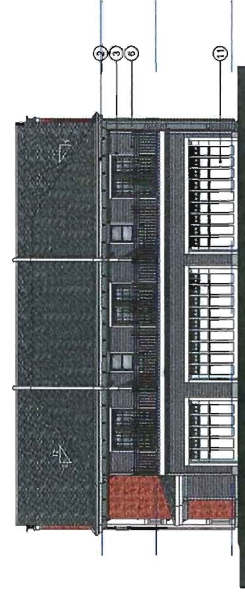
ROOF PLAN



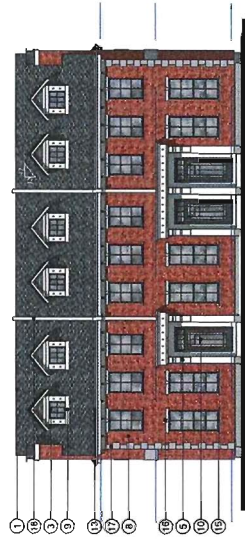
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

EXTERIOR FINISHES SCHEDULE

NO.	DESCRIPTION	FINISH
1	WALLS	BRICK
2	CEILING	PLASTER
3	FLOOR	WOOD
4	WOOD DOOR	WOOD
5	WOOD DOOR	WOOD
6	WOOD DOOR	WOOD
7	WOOD DOOR	WOOD
8	WOOD DOOR	WOOD
9	WOOD DOOR	WOOD
10	WOOD DOOR	WOOD
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PROVISION OF ACCESSIBILITY FEATURES

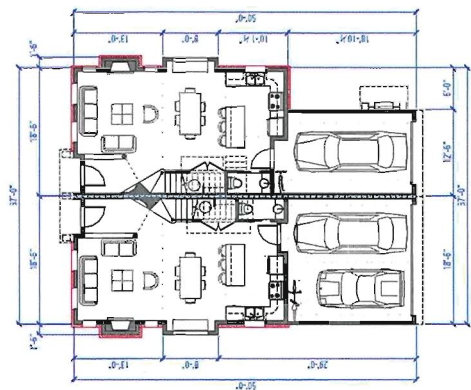
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BALANDRA
BALANDRA DEVELOPMENTS INC.
AMHERST LANE
8600 RD 2 ROAD

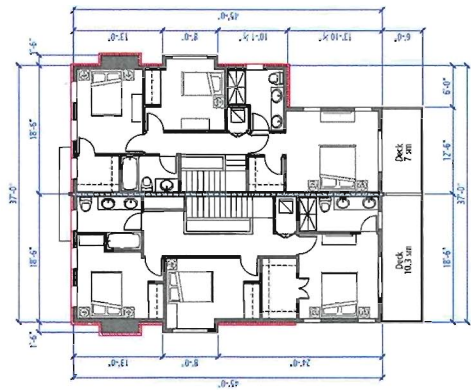
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JUNE 02, 2014
FOUGERE
architecture inc.
200-200 Quebec Street
Montreal, QC H3B 2P7
438-8812

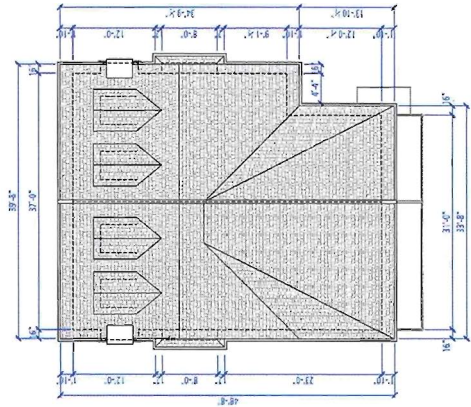
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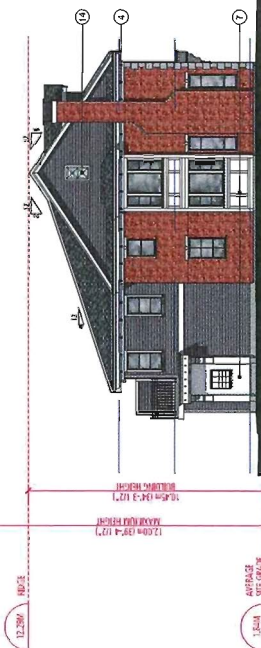
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UPPER FLOOR



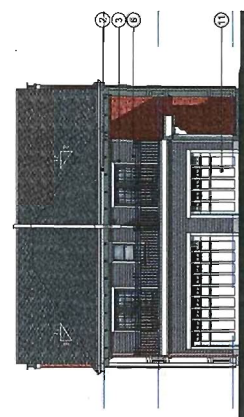
ROOF PLAN



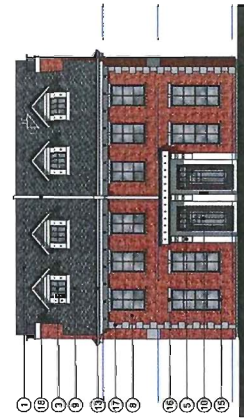
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



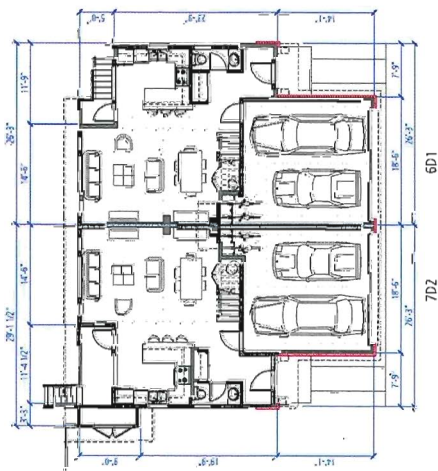
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EXTERIOR FINISHES SCHEDULE

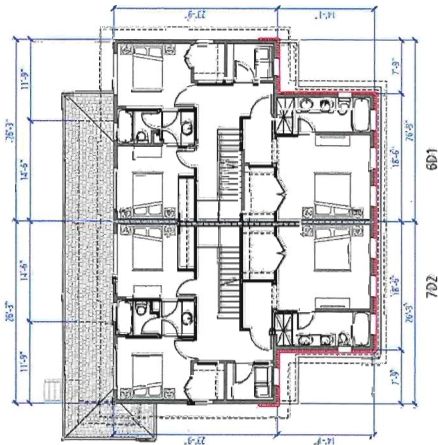
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PROVISION OF ACCESSIBILITY FEATURES

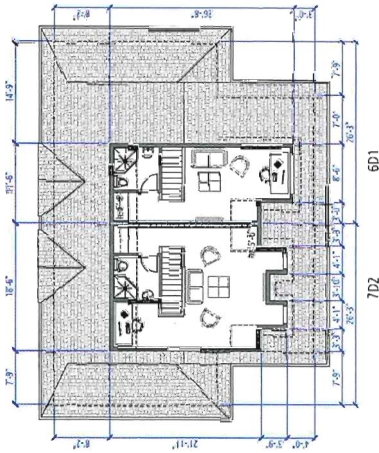
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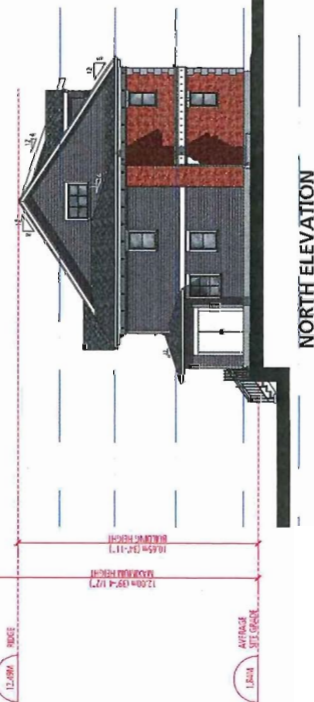
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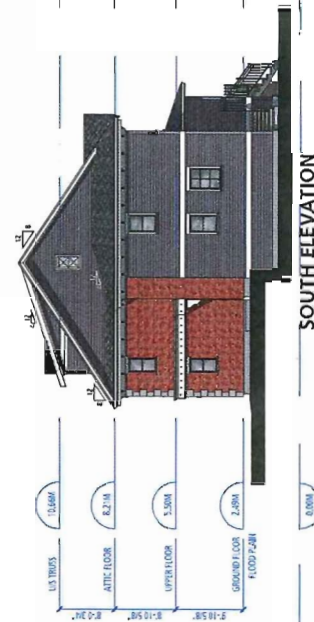
UPPER FLOOR



ATTIC FLOOR



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

EXTERIOR FINISHES SCHEDULE

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1	CEILING	1000	SQ. FT.	1.50	1500.00
2	FLOOR	1000	SQ. FT.	2.00	2000.00
3	WALL	1000	SQ. FT.	1.00	1000.00
4	ROOF	1000	SQ. FT.	3.00	3000.00
5	DOOR	10	EA.	100.00	1000.00
6	WINDOW	20	EA.	50.00	1000.00
7	STAIR	10	EA.	100.00	1000.00
8	BATH	10	EA.	100.00	1000.00
9	KITCHEN	10	EA.	100.00	1000.00
10	HALL	10	EA.	100.00	1000.00
11	CL. ROOM	10	EA.	100.00	1000.00
12	LAUNDRY	10	EA.	100.00	1000.00
13	STORAGE	10	EA.	100.00	1000.00
14	ENTRY	10	EA.	100.00	1000.00
15	REAR PORCH	10	EA.	100.00	1000.00
16	FRONT PORCH	10	EA.	100.00	1000.00
17	SCREENED PORCH	10	EA.	100.00	1000.00
18	DECK	10	EA.	100.00	1000.00
19	PAVING	10	EA.	100.00	1000.00
20	LANDSCAPING	10	EA.	100.00	1000.00

PROVISION OF ACCESSIBILITY FEATURES

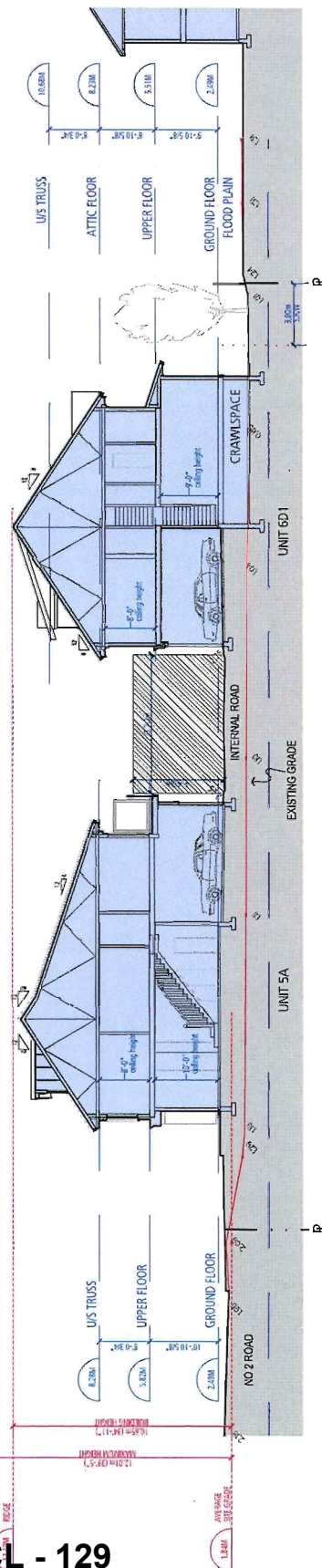
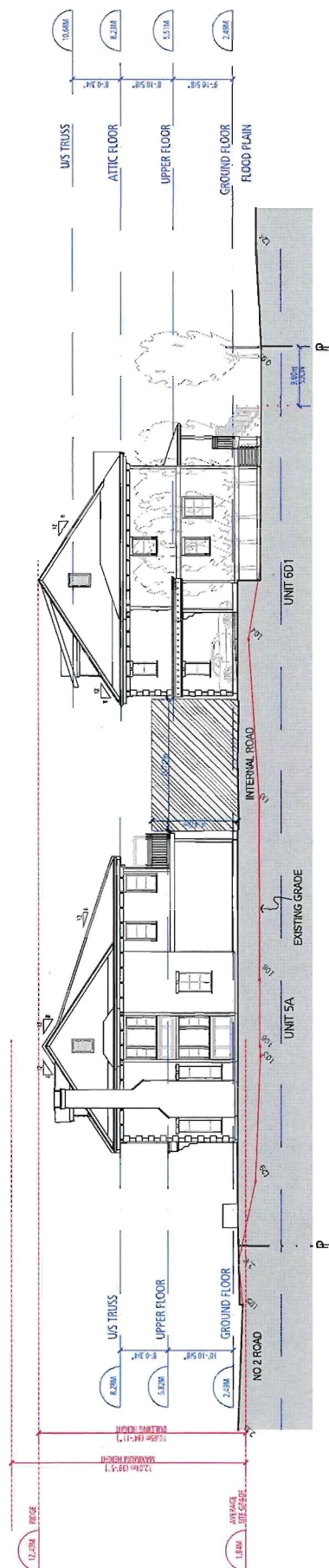
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1	CEILING	1000	SQ. FT.	1.50	1500.00
2	FLOOR	1000	SQ. FT.	2.00	2000.00
3	WALL	1000	SQ. FT.	1.00	1000.00
4	ROOF	1000	SQ. FT.	3.00	3000.00
5	DOOR	10	EA.	100.00	1000.00
6	WINDOW	20	EA.	50.00	1000.00
7	STAIR	10	EA.	100.00	1000.00
8	BATH	10	EA.	100.00	1000.00
9	KITCHEN	10	EA.	100.00	1000.00
10	HALL	10	EA.	100.00	1000.00
11	CL. ROOM	10	EA.	100.00	1000.00
12	LAUNDRY	10	EA.	100.00	1000.00
13	STORAGE	10	EA.	100.00	1000.00
14	ENTRY	10	EA.	100.00	1000.00
15	REAR PORCH	10	EA.	100.00	1000.00
16	FRONT PORCH	10	EA.	100.00	1000.00
17	SCREENED PORCH	10	EA.	100.00	1000.00
18	DECK	10	EA.	100.00	1000.00
19	PAVING	10	EA.	100.00	1000.00
20	LANDSCAPING	10	EA.	100.00	1000.00

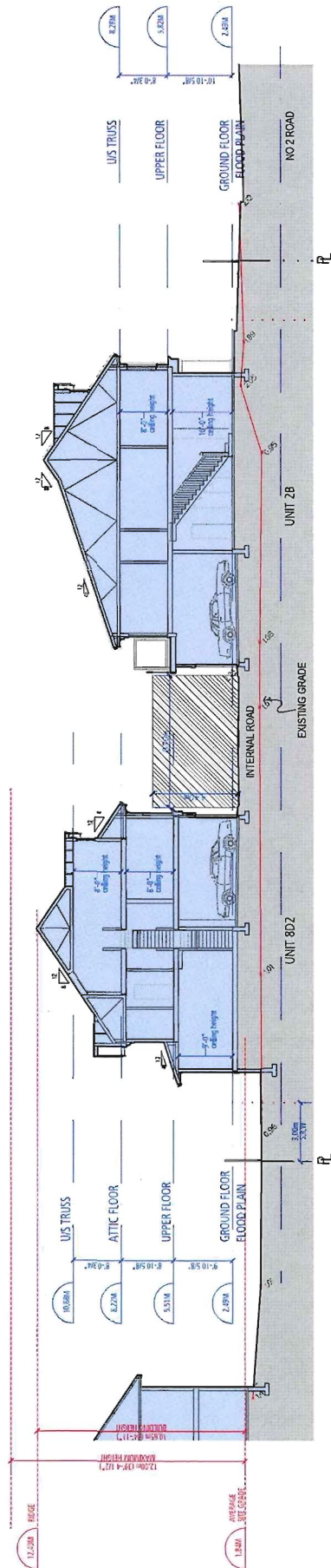
BALANDRA
Blindes Developments Inc.
AMHERST LANE
8600 NO 2 ROAD

BUILDING 3
SCALE 1/8" = 1'-0"

FOUGERE
architecture inc.
1000 RUE D'ALBERT
MONTREAL, QUEBEC H3A 2B4
514-888-8888
fougerearchitects.com

PLAN#06

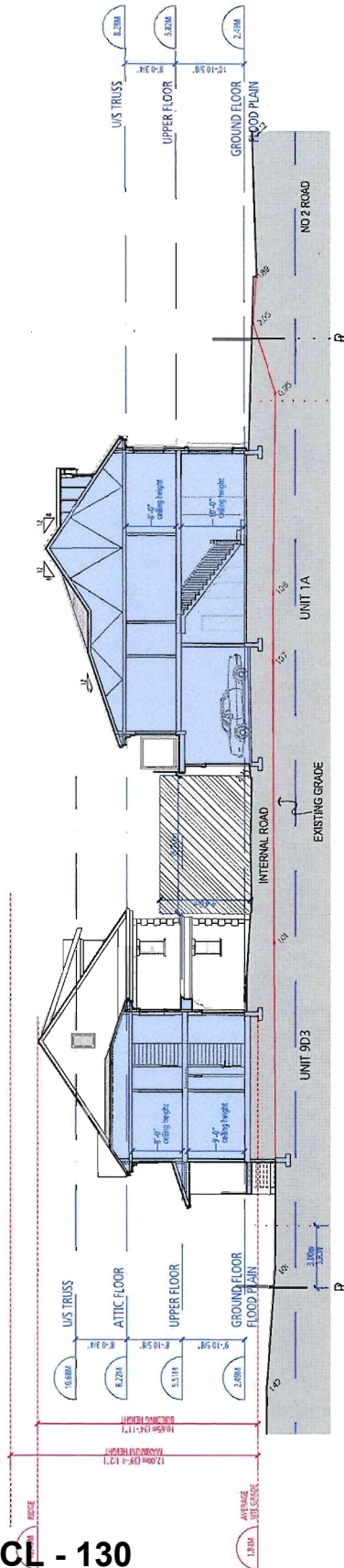




CNCL - 130



Balandra Developments Inc.
Box 2022 Road 2 N. Richmond, B.C. V7C 1G2
AMHERST LANE
Rd00 N° 2 ROAD

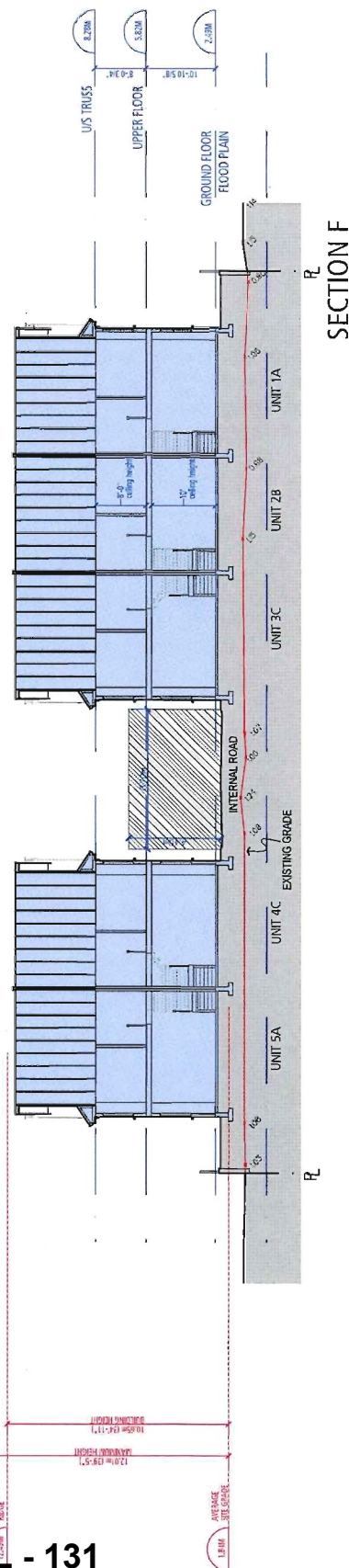
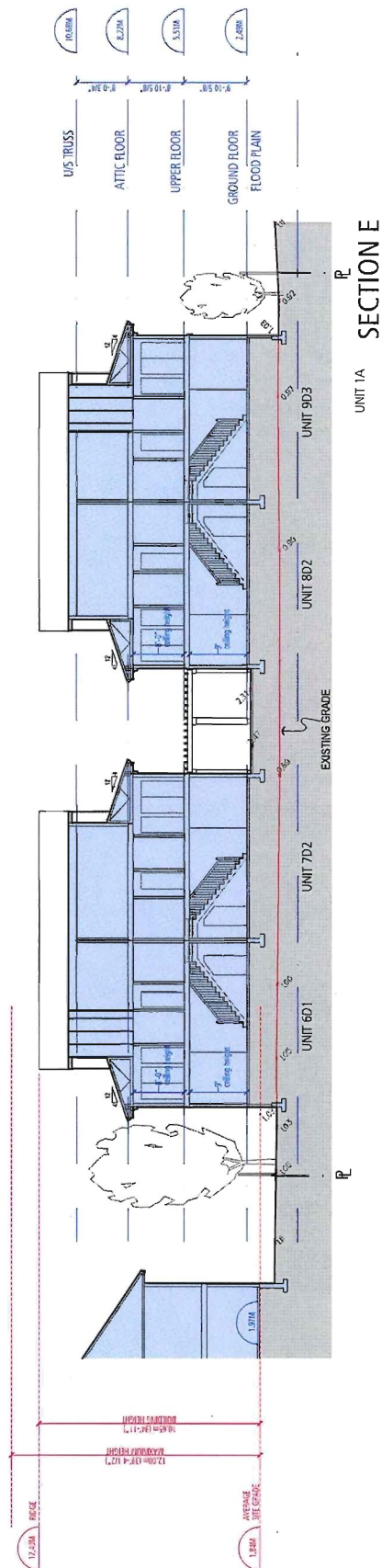


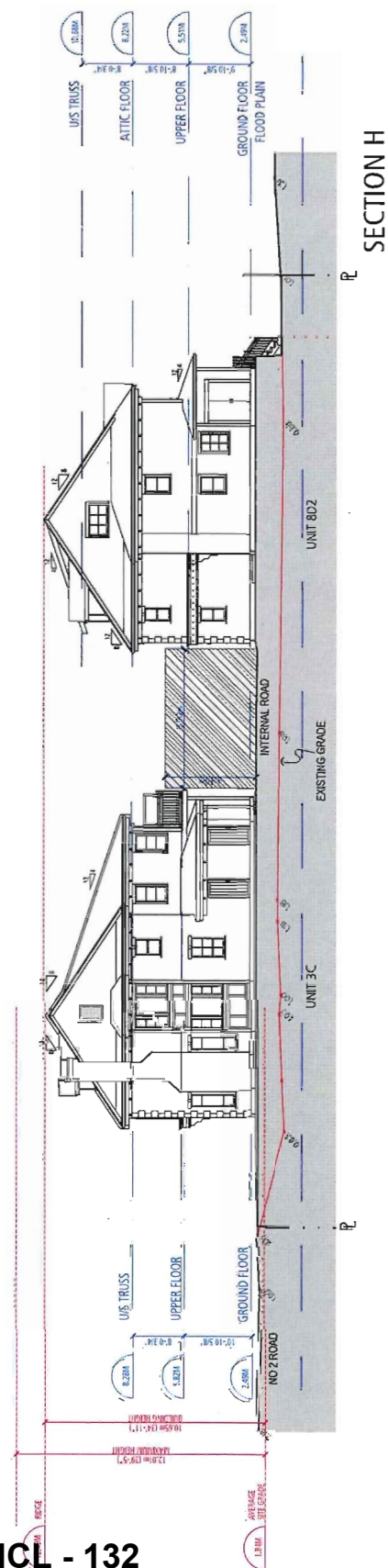
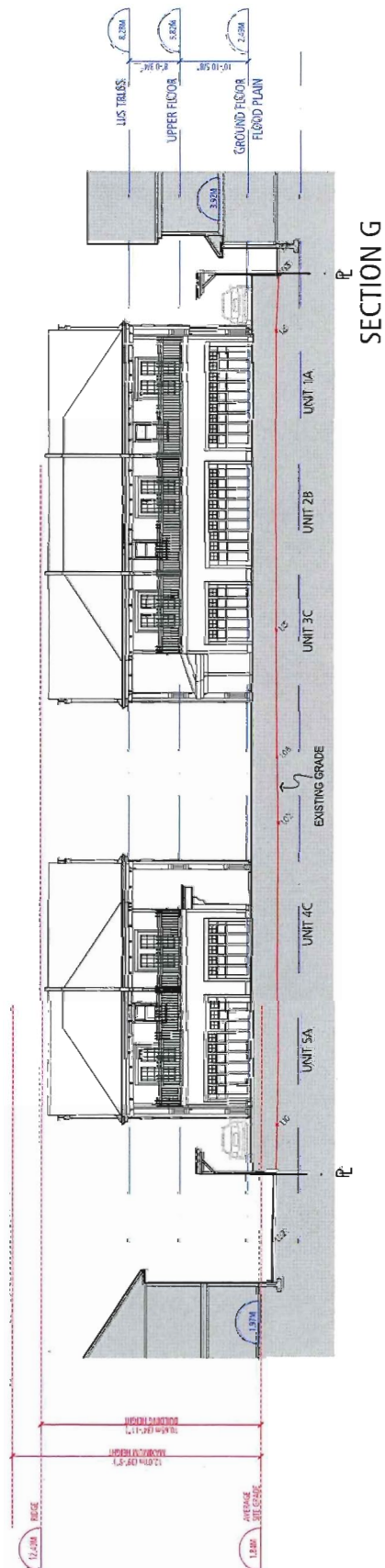
SITE SECTIONS
SCALE 1/8" = 1'-0"



JUNE 07, 2014

PLAN#10





SITE SECTIONS
SCALE 1/8" = 1'-0"



JUNE 02, 2014



FOUGERE
architecture inc.
BRITISH COLUMBIA • ALBERTA • MANITOBA
292-7423 • Quebec Street
Vancouver, BC V6T 1A6
604.652.2097
ffougerearchitecture.ca

PLAN#12



NO. 2 ROAD



REAR PROPERTY LINE

CNCL - 133



AMHERST LANE
8600 NO. 2 ROAD

STREETSCAPES
SCALE 1/8" = 1'-0"



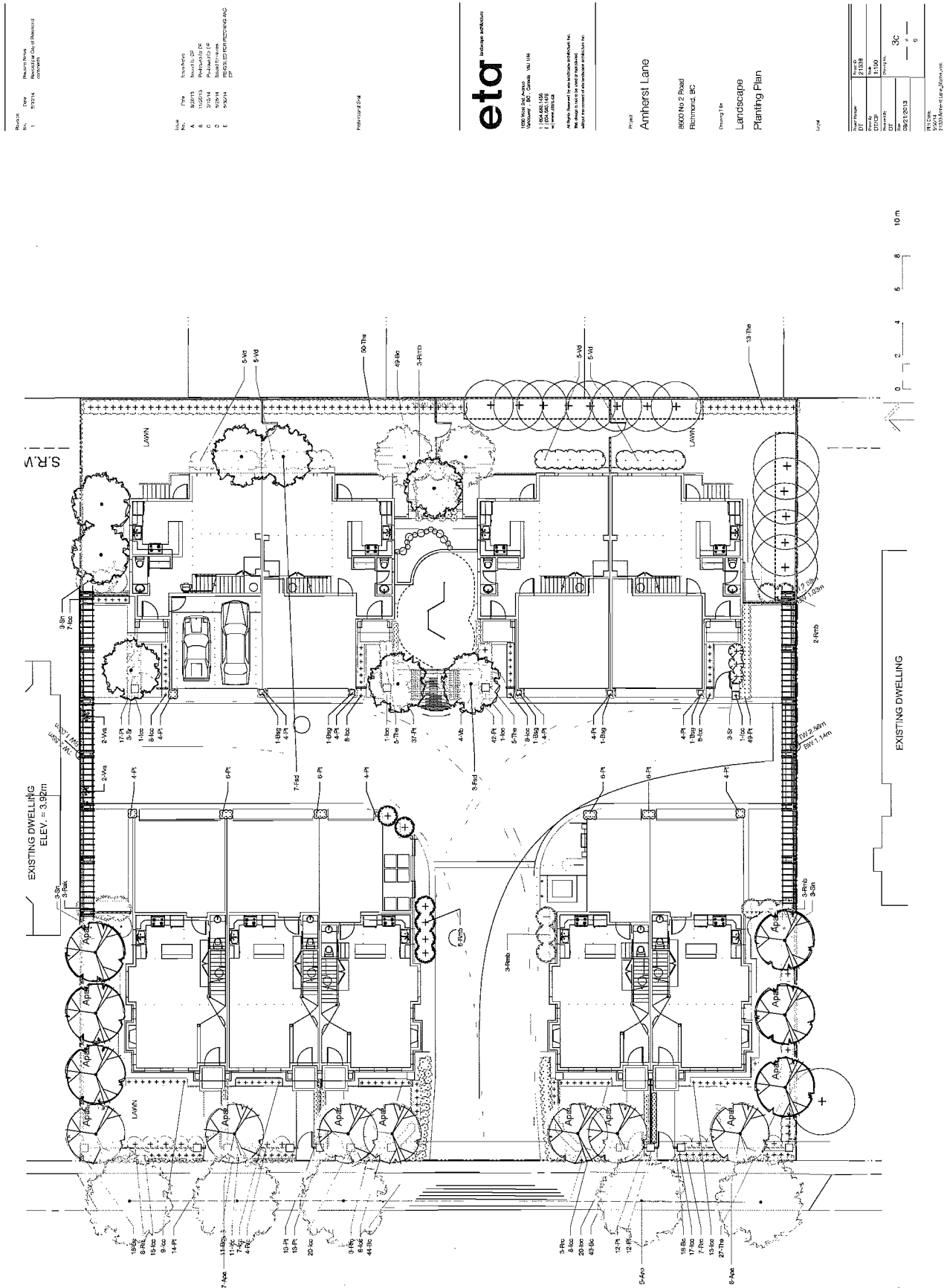
JUNE 02, 2014

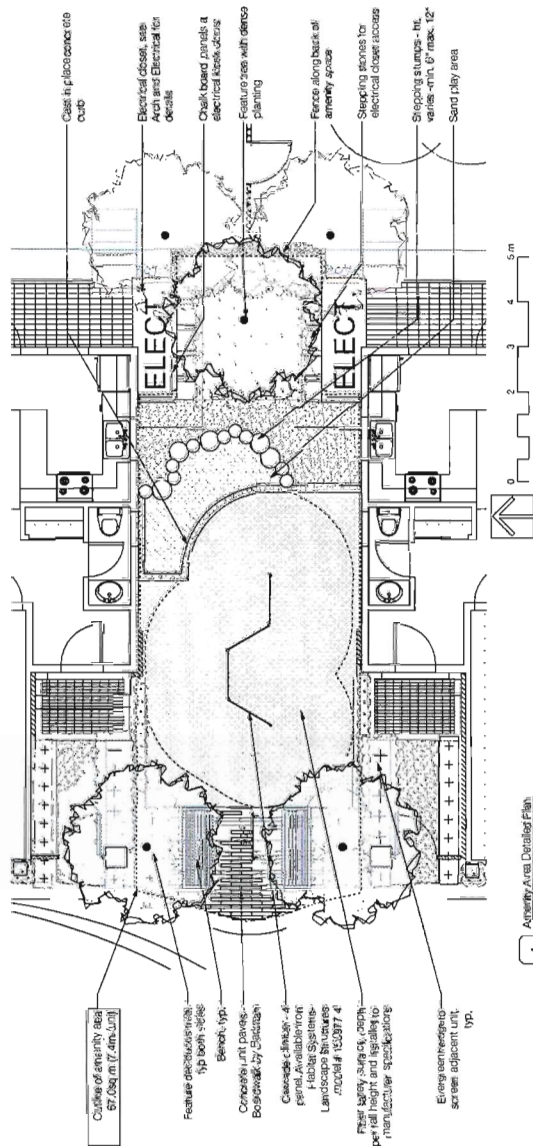


FOUGERE
architecture inc.
1000 COLLEGE AVE. SUITE 100
DARTMOUTH, NS B5A 1C1
902-441-1111
www.fougerearchitecture.ca

PLAN#13







1. Aspirin Area Detailed Plan
Scale: 1:50

eta

©2000 West 2nd Avenue
Surrey, BC, Canada V4A 1B4

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[www.dlib.ca

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Amherst Lane

1600 No 2 Field

Plant List and Materials Schedule

Page ID	21303
Scale	85 (12/03)
Printed By	L3d
Printed On	9

© 2004
1000 Avenue of the Americas, New York, NY 10020-1097

[illegible]

SITE PART NUMBER	SIZE	MATERIAL	MANUFACTURER	HEIGHT	COLOR	QTY
WALKWAY	4'x6'	WOOD	VICTOR STAINLESS		Black	
LANDSCAPE FORMS		FORM	LANDSCAPE FORMS		BLACK	
BENCH BACK		WOOD				
MATERIALS DESCRIPTION	SIZE	MODEL	MANUFACTURER	HEIGHT	COLOR	QTY
CERAMIC PAVING	80mm depth	Shaded	AEROTEC'S CONCRETE			
PEDIMENT PAVING	80mm depth	BRONZE/GALV	BARKMAN LANDSCAPES		Copper Canyon	
PEDIMENT PAVING AT APERTURE AREA	80mm depth	FRAMFIELD	BARKMAN LANDSCAPES		Copper Canyon	
WOODEN DECK - RESISTANT			SOFFIT OF APPROVED EQUAL			
WOODEN DECK - RESISTANT						
GRASS WOODEN FENCE						

WILLIAM S. LEE, FRANCE



RZ 13-644887

Attachment 3

Address: 8600 and 8620 No. 2 Road

Applicant: Balandra Development Inc.

Planning Area(s): Blundell

	Existing	Proposed
Owner:	Balandra Development Inc.	To be determined
Site Size (m²):	1,980.0 m ²	No Change
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Neighbourhood Residential	No Change
Area Plan Designation:	N/A	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/E)	Low Density Townhouses (RTL4)
Number of Units:	2	9
Other Designations:	Arterial Road Policy – Townhouse Development	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60 Max.	none permitted
Lot Coverage – Building:	Max. 40%	40% Max.	none
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard (m):	Min. 6.0 m	5.4 m	Variance Requested
Setback – North Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – South Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (m):	Min. 3.0 m	Ground Floor 4.5 m Min. Second Floor 6.0 m Min.	none
Height (m):	Max. 12.0 m (3 storeys)	12.0 m (3 storeys) Max.	none
Lot Width:	Min. 50.0 m	43.29 m	Variance Requested
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.2 (V) per unit	none
Off-street Parking Spaces – Total:	20	20	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (16 x Max. 50% = 8)	0	none
Small Car Parking Spaces	None when fewer than 31 spaces are provided on site	7	Variance Requested
Handicap Parking Spaces:	None when fewer than 3 visitor parking spaces are required	0	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 9 units = 54 m ²	67 m ²	none

Other: Tree replacement compensation required for removal of bylaw-sized trees.

Lee, Edwin

To: DevApps
Subject: RE: RZ 13-311554 Ballandra Development Inc

From: baaske@shaw.ca [mailto:baaske@shaw.ca]
Sent: Sunday, 01 December 2013 21:41
To: DevApps
Cc: Larry Biggar
Subject: RZ 13-311554 Ballandra Development Inc

Attention: Edwin Lee
City of Richmond - Planner

Dear Sir:

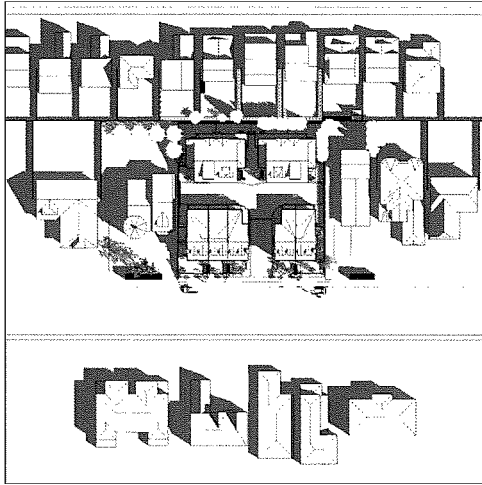
Further to our telephone conversation regarding the development proposed at 8600 and 8620 No 2 Road, as I explained our property is on the East side almost dead center between these two lots. Currently the two house on those lots are located more on the front of their properties leaving huge back yards which attached to my tiny back yard making our home and outdoor living space very private and quite a desirable location for anyone wanting a smaller lot. With the proposed development all this will change, we will entirely lose our privacy and any sunlight that we now enjoy will be replaced with 9 homes, 9 families, and 9 plus vehicles just outside our yard. This is entirely not desirable for us and for the future will in fact narrow our potential buyer base.

After attending a meeting with the Developer and Larry Beggar from RE/Max and listening to what they had to say my husband took a day off work to attend City Hall to look at the actual plans and read a letter written by the City dated Oct 29, 2013. This letter to our astonishment indicates the proposed site does not meet many of the Cities zoning requirements. The required zoning is in place to protect all parties and as a property owner we insist that this proposal for 9 townhouses be rejected, the project is far too big for the lots. I understand you can not stop new development however this is a bit overkill for the space. Would a nice area with two duplex's, the same height as the surrounding houses and a nice cedar hedge all around not be a better option for the buyers of the new townhouses as well as the families already in the area.

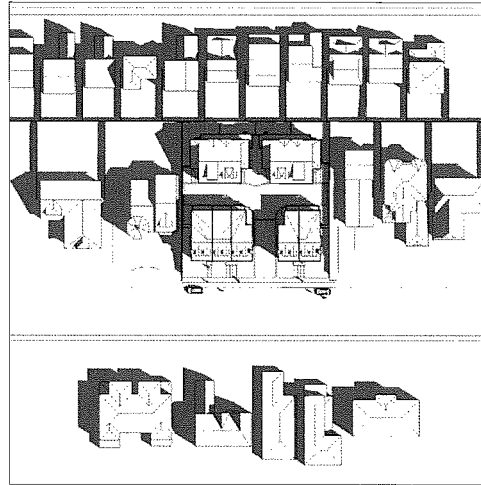
We would like to enjoy our home of 30 years for a few years more, please don't allow this unnecessarily large complex force us out before we are ready.

Thank you,
Peggy and Fred Baaske
8651 Delaware Road
Richmond BC V7C AX

EQUINOX 2:00 pm

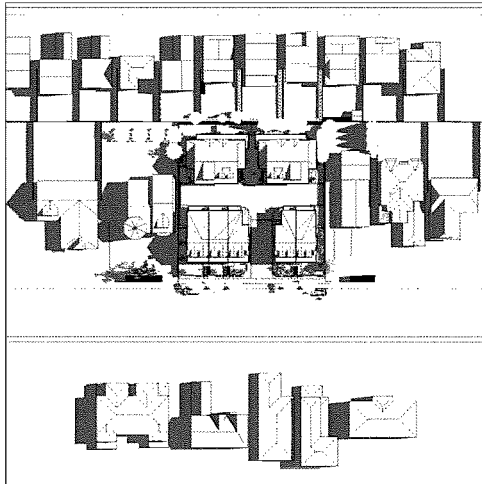


WITH TREES

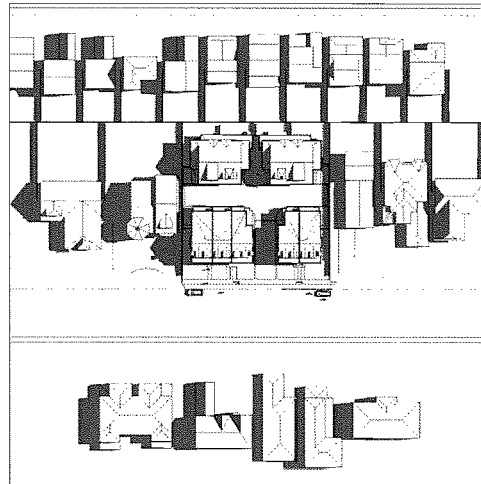


WITHOUT TREES

EQUINOX 12:00 pm

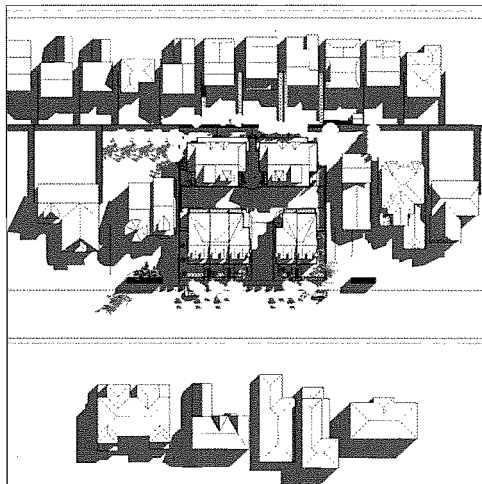


WITH TREES

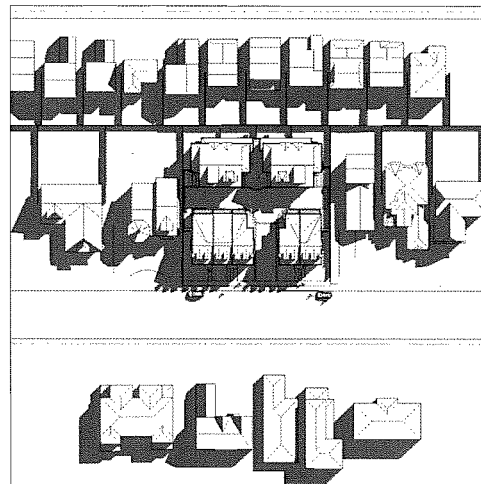


WITHOUT TREES

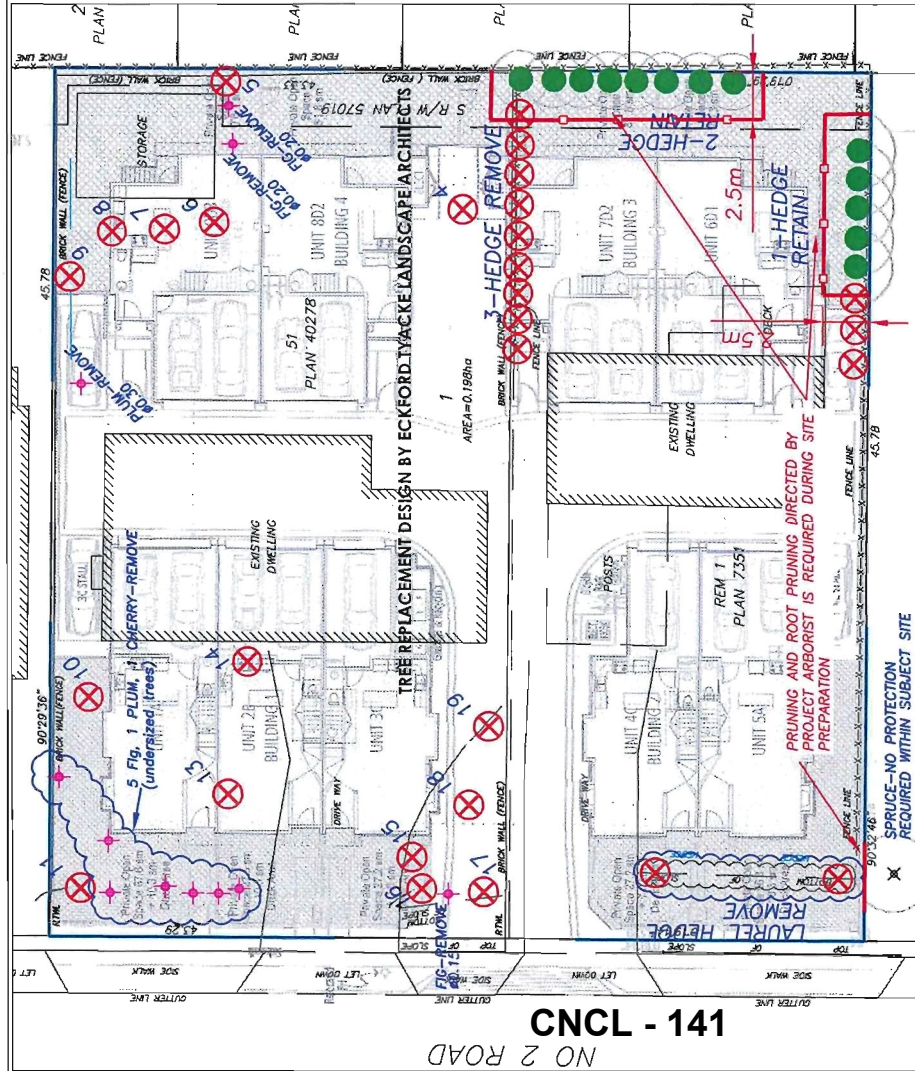
EQUINOX 10:00 am



WITH TREES



WITHOUT TREES





City of
Richmond

Rezoning Considerations

Development Applications Division
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 8600 and 8620 No. 2 Road

File No.: RZ 13-644887

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9146, the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. Registration of a statutory public-rights-of-passage right-of-way, and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the full width and extent of the internal drive-aisle in favour of future residential developments to the north and south. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within this SRW.
3. Discharge existing Sanitary SRW (Registration Number RD92605, Plan Number 57019) along the east property line of the development site.
4. The granting of a 3.0 m wide statutory Sanitary right-of-way along the east property line.
5. The granting of a 0.17 m wide Public Rights-of-Passage (PROP) Statutory Right-of-Way (SRW) along the entire frontage on No. 2 Road for frontage improvement works.
6. Registration of a flood indemnity covenant on title.
7. Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to have the proposed development achieving Energuide 82 requirements and pre-ducted for solar hot water. This covenant and/or legal agreement(s) will include, at minimum, that no building permit will be issued for a building on the subject site unless the building is designed to achieve Energuide 82 requirements and pre-ducted for solar hot water; and that the owner has provided a professional report by a Certified Energy Advisor (CEA), to the satisfaction to the Director of Development.
8. City acceptance of the developer's offer to voluntarily contribute \$4,500 to the City's Tree Compensation Fund for the planting of nine (9) replacement trees within the City. If additional replacement trees (over and beyond the 23 replacement trees as proposed at the Rezoning stage) could be accommodated on-site (as determined at Development Permit stage), the above cash-in-lieu contribution would be reduced in the rate of \$500 per additional replacement trees to be planted on site.

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 and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$16,000 in total) to ensure the replacement planting will be provided.

9. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$25,608.60) to the City's affordable housing fund.
10. City acceptance of the developer's offer to voluntarily contribute \$0.77 per buildable square foot (e.g. \$9,859.31) to the City's Public Art fund.
11. Contribution of \$1,000 per dwelling unit (e.g. \$9,000) in-lieu of on-site indoor amenity space.
12. 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 hedges 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.
13. Installation of appropriate tree protection fencing around all hedges to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
14. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Include notations on the Development Permit Plans that all residential units will be designed to meet Energuide 82 requirements and be pre-ducted for solar hot water with design specifications to be included on the building permit plans.

Prior to a Development Permit* issuance, the developer is required to complete the following:

1. Submission of a Landscaping Security to the City of Richmond based on 100% of the cost estimates provided by the landscape architect.
2. Submission of a Tree Survival Security to the City as part of the Landscape Letter of Credit to ensure that the hedge rows identified for retention will be protected. No Landscape Letter of Credit will be returned until the post-construction assessment report confirming the protected trees survived the construction, prepared by the Arborist, is reviewed by staff.

Prior to Building Permit Issuance, the developer must complete the following requirements:

1. Enter into a Servicing Agreement* for the design and construction of a new 1.5 m concrete sidewalk at the west property line of the site, and a 1.5 m grass and treed boulevard along the entire frontage of the site. The Design to include Water, Storm & Sanitary service connections; works included but not limited to the following:

Water:

- Submit fire flow calculations signed and sealed by a professional engineer based on F.U.S or ISO to confirm that there is adequate available flow.
- Existing fire hydrant may need to be relocated at the developer's cost to accommodate frontage improvements.

Storm:

- One of the existing tie-in points at the box culvert is to be utilized for the service connection; all others are to be abandoned and/or removed at the developer's cost.
- There is a shared connection with 8628 No. 2 Road; the developer is required to confirm if 8628 No. 2 Road is utilizing this connection. If yes, then the developer is required to provide separate IC & connection and undertake all necessary alterations at 8628 No. 2 Road.

Additional Requirement:

- Private utility companies will require rights-of-ways to accommodate their equipment (kiosks, vista, transformers, etc.); the developer is required contact the private utility companies to learn of their requirements.
2. Submission of DCC's (City & GVS&DD), School site acquisition charges, Address Assignment Fee, and servicing charges, etc.
 3. Incorporation of all accessibility and sustainability features in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
 4. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. 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.
 5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division 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 9146 (RZ 13-644887)
8600 and 8620 No. 2 Road**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“LOW DENSITY TOWNHOUSES (RTL4)”**.

P.I.D. 005-024-145

Lot 51 Section 19 Block 4 North Range 6 West New Westminster District Plan 40278

and

P.I.D. 001-312-944

Lot 1 Except: Firstly: Part Subdivided by Plan 48746 and Secondly: Part Subdivided by Plan 54335; Section 19 Block 4 North Range 6 West New Westminster District Plan 7351

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9146”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED



MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

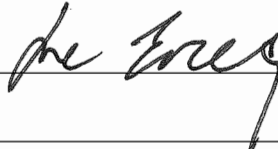
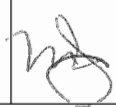

To:	Planning Committee	Date:	June 17, 2014
From:	Wayne Craig Director, Development	File:	12-8060-20-009147
Re:	A Proposed Official Community Plan Amendment To Increase Townhouse Energy Efficiency and Renewable Energy		

Staff Recommendation

1. That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, to add land use policies in Official Community Plan (OCP) Chapter 12.4.2, to establish energy efficiency policies for townhouse developments in the City, be introduced and given first reading:
2. That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered with:
 - the City's Financial Plan and Capital Program; and
 - the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;is hereby found to be consistent with said programs and plans, in accordance with Section 882(3) (a) of the Local Government Act.
3. That Official Community Plan Bylaw 9000, Amendment Bylaw 9147, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require further consultation.


Wayne Craig,
Director, Development
(604-247-4625)

WC:pr

REPORT CONCURRENCE		
ROUTED TO: Building Approvals	CONCURRENCE <input checked="checked" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

The purpose of this report is to provide information on alternative energy options for townhouse projects in response to direction from the Planning Committee on March 4, 2014. The recommendation is to adopt a Townhouse Energy Efficiency and Renewable Energy policy to apply to in-stream and future townhouse rezonings. This policy would be in effect, until a revised energy efficiency policy, which considers all residential buildings of less than five-storeys, is approved. This broader policy will be brought forward in 2015, by Sustainability and District Energy staff with assistance from Development Applications, Building Approvals and Policy Planning, following a review of the pending BC Building Code (BCBC) amendment that is expected in December 2014.

Increased energy efficiency is supported by Council's adopted policies and plans. The 2041 Official Community Plan (2041 OCP) defines a community-wide energy reduction target of 10% below 2007 levels by 2020, as well as Greenhouse Gas (GHG) reduction targets of 33% below 2007 levels by 2020 and 80% below 2007 levels by 2050, subject to senior government action. The City adopted a Community Energy and Emissions Plan in early 2014, which includes:

Action 4: Promote energy efficiency in all rezonings.

Improving energy efficiency also supports Council's commitments under the BC Climate Action Charter signed in 2008 and it is in line with the following 2011-2014 Council Term Goal #8 (Sustainability):

8.1: Continued implementation and significant progress towards achieving the City's Sustainability Framework, and associated targets; and

8.4: Review opportunities for increasing requirements for sustainable development for all new developments including consideration of increasing requirements for sustainable roof treatments and energy security

Background

Improving the minimum energy performance of new buildings reduces community-wide energy use, related GHG emissions and household energy spending. The incremental cost is reduced, if new homes are designed and constructed for energy efficiency, and improvements can result in energy cost savings to the owner that exceed the initial investment in a short timeframe. The recognition by lenders and other financial institutions of this value is reflected in the availability of reduced mortgage loan insurance premiums for energy efficient homes.

The City has established policies to achieve greater energy performance in new developments including requiring a LEED Silver equivalency for City Centre rezonings and connections to City district energy utilities for larger multi-family residential and mixed use buildings. The City does not currently have similar energy efficiency policies that apply to townhomes. Changes in the market, technologies, incentives and the pending updated BC Building Code create new opportunities to improve energy efficiency in more buildings types, including townhomes.

Analysis

Townhousing in Richmond

Richmond is a leading municipality in Metro Vancouver for new townhouse development. It delivers many of the features of single detached housing, along with the benefits of higher density forms. Townhousing is already a relatively energy efficient form of housing, as their construction details are similar to single detached houses (e.g., insulated wood frame, low window-wall ratios), and they have smaller unit sizes than single detached houses and shared walls with adjoining units. BC Hydro estimates that a single detached house in the Lower Mainland is expected to use over 50% more energy than a townhouse.

Recent Richmond townhouse developments range from 3 to 141 units and one-third have ten units or less. Going forward, to have this type of townhouse development be more efficient, an effective policy would achieve the following: for developers it would provide flexibility, enable them to obtain the advice of energy professionals, maximize access to incentives and minimize incremental capital costs; for residents it would reduce operating costs; and for the City, it would be administrable within existing City Permitting and Inspection resources, and result in measurable progress towards achieving Richmond's energy and GHG reduction goals.

While townhouse construction results in higher energy efficiency, rezoning single-family lots for multi-unit townhouse development increases total energy consumption. This suggests that, to achieve its energy and GHG reduction targets, the City needs take more action.

Policy Approaches

Staff considered three approaches for measuring townhouse energy performance: "Prescriptive", "Performance" and "On-Site Renewables". Table 1 provides an overview of each approach and includes the stakeholder impact and incremental capital cost of different approaches. Staff recommend a policy which utilizes all three approaches, and emphasizes the Natural Resources Canada EnerGuide Rating System (ERS) energy performance requirements (an accepted industry). The proposed policy also includes a requirement for new townhouses to have solar hot water-ready fixtures. Discussion about the Natural Resources Canada EnerGuide Rating System (ERS) and the proposed policy follows.

EnerGuide Rating System (ERS)

The Natural Resources Canada (NRCan) ERS is referenced by the National Building Code, BC Building Code, CMHC and some local government policies. This national initiative is designed to have developers work with professional energy advisors to identify effective and appropriate townhouse efficiency upgrades prior to construction. Predicted energy use modeled from building siting and specifications determines the ERS rating.

Table 1: Stakeholder Impacts and Incremental Capital Cost of Different Approaches				
Item		Prescriptive Approach	Performance Approach EnerGuide Rating System	On-site Renewables
Description		List of above code requirements for mechanical equipment	Require Certified Energy Advisor (CEA) Evaluation Report demonstrating that the most marginal unit is designed to minimum ERS standard	List of accepted mechanical equipment and minimum thresholds for on-site renewable energy generation
Stakeholder Impacts	Applicant	<ul style="list-style-type: none">Maximum certaintyNo required supportLimited design flexibilityMay be eligible for incentivesLimited building design impactNot generally visible	<ul style="list-style-type: none">CEA guidance and supportMaximum flexibilityMay be eligible for incentivesLimited building design impactNot generally visible	<ul style="list-style-type: none">Potential uncertainty if performance requiredNo required supportLimited design flexibilityLimited current incentivesMay impact building designMay be visible with potential marketing benefit
	Resident	Not eligible for rebates	<ul style="list-style-type: none">Eligible for rebateNo unfamiliar mechanical equipment	<ul style="list-style-type: none">Not eligible for rebatesMost cost effective response is typically an air-source heat pump which may have impacts at townhouse densities
	City	<ul style="list-style-type: none">Staff maintains policy to reflect building practice, codes and technologiesMay increase permitting and inspection resources requiredThe City has limited authority in some instances	<ul style="list-style-type: none">Natural Resources Canada maintains standard and certifies CEAsProject review completed by applicant's CEA	<ul style="list-style-type: none">Staff maintains policy to reflect building practice, codes and technologiesMay promote local renewable industriesMay increase permitting and inspection resources
Incremental Capital Cost		<ul style="list-style-type: none">Medium: Highly variable costs depending on prescriptive measuresEstimated at \$5,000 to reduce energy 15%	Low: Estimated \$2,200 (reducing to \$1,000 under the 2014 code) to reduce energy 15%	<ul style="list-style-type: none">High: \$4,000 to \$20,000 per unit to reduce energy 15%-35%Costs are declining and efficiencies increasing for some technologies

Referencing EnerGuide takes advantage of the established Certified Energy Advisor (CEA) profession and gives builders the flexibility to respond to changes in the industry. Connecting developers with CEAs enables developers to determine cost-effective energy efficiency strategies and up-to-date information on available rebates and incentives. Energuide is familiar to industry, identifies conservation opportunities that are cost-effective and limits resource requirements for municipal enforcement.

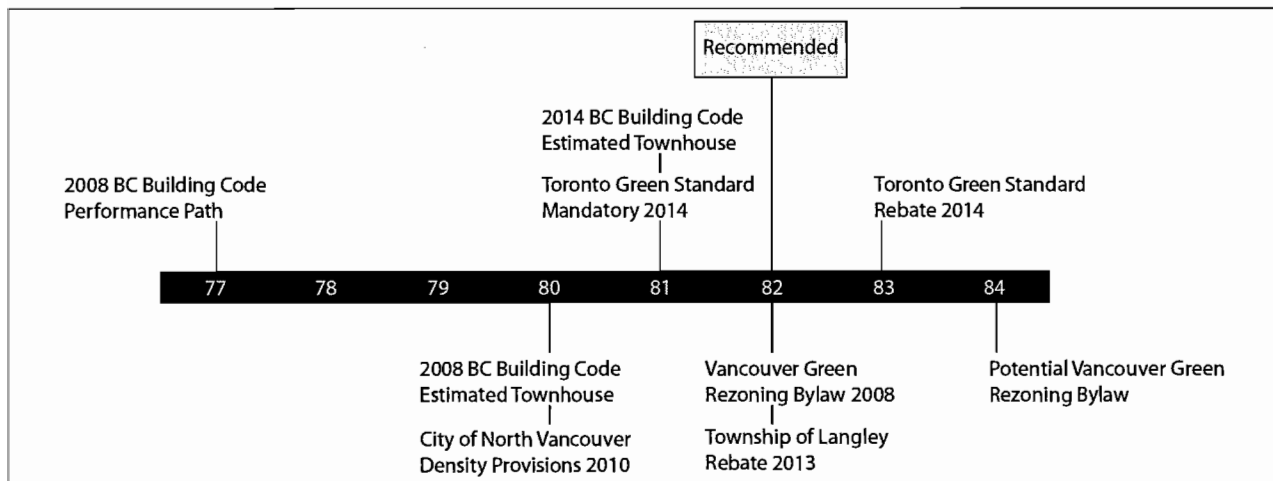
EnerGuide includes a testing component to certify the final buildings. The City's proposed approach does not include a requirement for EnerGuide certification, but the applicant will be encouraged to certify their projects, since developers are eligible for a BC Hydro rebate and buyers' are eligible for a CMHC mortgage insurance premium rebate if the purchased unit is certified.

ERS 82 is the recommended minimum rating, which represents an increase in energy efficiency beyond current requirements for townhouses built to BC Building Code requirements (Figure 1).

This rating allows townhouse projects to rely primarily on improved airtightness and insulation, with improved mechanical equipment such as a heat recovery ventilator.

This standard is intended to serve as an interim step, to allow the building industry time to adapt to both the proposed policy and the upcoming Code change. The estimated median incremental capital cost per unit is \$2,200 reducing to around \$1,000 with the 2014 code. CEA fees for townhouse projects are estimated to be \$350 per unit tested. Annual energy savings are approximately 8.6 GJ per unit or 15%.

Figure 1. EnerGuide ratings applicable to townhouse projects



Recommended Policy

The recommended policy would:

- require new townhouses:
 - to be designed to score 82 or higher on the EnerGuide Rating System (ERS). To achieve this target, developers would be required to retain a certified energy advisor (CEA) to complete an Evaluation Report for improved energy performance on the most marginal (i.e., greatest design heat loss) units, which would confirm that the Building Permit specifications for the all units will achieve or exceed an ERS score of 82. The developer would be required to register a covenant on title that all the units are built and maintained to the ERS 82, or a higher standard; and
 - to be solar hot water-ready; or
- alternatively, new townhouses would be exempt from the above requirement, if they are connected to a district energy utility, or include the installation of industry proven renewable energy systems (e.g., geoechange, solar water heating, photovoltaic energy) which provide the majority (at least 51%) of heating, cooling and/or electrical energy load requirements.

The proposed policy would apply to all new townhouse rezoning proposals regardless of the number of units. If this approach is applied to in-stream projects, the following total savings would be expected:¹

Estimated Cost Savings	Comment
- \$225,400	- Total utility rebates that would be available to developers
- \$362,900	- Total potential mortgage insurance rebate to buyers
- \$158,700	- Total annual energy savings for owners
- 131 tonnes	- Total estimated annual CO2e reduction of community-wide GHG emissions, equivalent to removing 41 cars from the road

Proposed 2041 Official Community Plan Text Amendment

The proposed Townhouse Energy Efficiency and Renewable Energy OCP amendment provides clarity and transparency to all applicants. The recommendation is that the OCP amendment be applied to those rezoning applications under staff review, or received after the adoption of the proposed OCP amendment. All in-stream townhouse projects that have not been granted 3rd reading for rezoning have already begun committing to these rezoning considerations. The existing 2041 OCP guidelines inform applicants of the City's current energy conservation expectations, but these will be significantly clarified by the proposed amendment.

Each rezoning application would be considered on its own merit and all utility incentives would continue to be available to developers who meet higher energy standards (e.g., BC Hydro incentives). New townhouse applicants who also seek to amend the 2041 OCP land use designation may be expected to exceed these minimum expectations.

Consultation

On May 28, 2014, staff discussed the proposed townhouse energy efficiency changes with the Urban Development Institute (UDI) and Richmond Small Home Builders Group. The Small Home Builders Group indicated acceptance of the proposed approach, noting that the incremental capital costs presented in this report are aligned with their own findings. Both groups raised concerns over the total costs of development, including both development cost charges and community amenity contributions, and the impact that these may have on housing costs and affordability. One developer also responded, indicating support for energy efficiency initiatives, but preferred different approaches to address incremental capital cost. The correspondence supports the City's recommended approach to "rough-in" versus to "require" the installation of renewables to accommodate future technological and energy pricing shifts. The recommended approach is generally preferred by stakeholders when compared to a more prescriptive approach.

In accordance with OCP Bylaw Preparation Consultation Policy 5043, staff recommend that no additional stakeholder consultation is required and the proposed OCP Amendment Bylaw 9147 can be discussed at the Public Hearing.

¹ Calculations derived from median values modeled for electric and gas conditioned units from BC Hydro and FortisBC consultant studies. Rebates assume ERS 82 certification and Energy Star appliance installation. Mortgage insurance amount is based on Richmond townhouse sale prices, median down payment and industry estimates of insurance use.

Policy Monitoring and Review

Should this policy be endorsed by Council, staff will monitor its implementation. Townhouse applicants will be required to submit reports from a CEA facilitating the review process. Staff will consider how and where energy efficiency requirements can be adjusted, or made more rigorous in accordance with the pending December 2014 BCBC amendment. At this point, it is staff's expectation that a broader residential energy efficiency policy could be prepared for all Part 9 residential buildings city-wide (Table 2) in 2015. This broader policy has the potential to better address energy efficiency requirements for single detached houses, as well as low-rise buildings and may involve bylaw amendments, establishing Development Permit areas and feebate programs. The policy would be prepared in consultation with UDI and the Small Builders Group.

Table 2: Richmond Energy Efficiency Policies and Regulations


Land Use	Rezoning	Development Permit	Building Permit
Single detached	To be considered after the policy monitoring and review stage, as discussed above in this report.		
Townhousing	Proposed Bylaw 9147 (This Report)	Guideline 14.2.10	
Low-rise housing (outside West Cambie and City Centre)			
Low-rise housing (City Centre)			
High-rise housing (City Centre)	LEED equivalency		ASHRAE / NECB compliance in development

Financial Impact

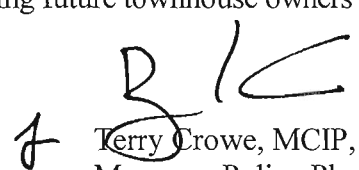
None at this time.

Conclusion

Richmond has demonstrated leadership in increasing building energy efficiency and reducing related GHG emissions. The 2041 Official Community Plan and Community Energy and Emissions Plan together are a strong framework to pursue the City's community-wide targets. While Richmond is already a leader in townhouse development, further action is needed to achieve improved energy efficiency. The proposed interim policy provides new townhouse developers with flexible ways to identify and implement more cost effective and energy efficient townhouses at the construction stage. This approach is aimed at providing future townhouse owners with lower energy costs.


Peter Russell, BA Sc, MSc, MCIP, RPP,
Senior Manager, Sustainability & District Energy
(604-276-4130)

PR:cas


Terry Crowe, MCIP, RPP
Manager, Policy Planning Division,
(604-276-4139)



**Richmond Official Community Plan Bylaw 9000
Amendment Bylaw 9147
(Townhouse Energy Efficiency and Renewable Energy)**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Official Community Plan Bylaw 9000 is amended by adding the following text after Chapter 12.4 Energy, Objective 2:

Objective 3: To improve townhouse energy efficiency and renewable energy systems.

Policies:

- a) new townhouses are required;
 - to be designed to score 82 or higher on the EnerGuide Rating System (ERS). To achieve this target, developers are to retain a certified energy advisor (CEA) to complete an Evaluation Report, for improved energy performance on the most marginal (i.e., greatest design heat loss) units, which confirms that the Building Permit specifications for the all units achieve or exceed an ERS score of 82. The developer would be required to register a covenant on title that all the units are built and will be maintained to the ERS 82, or a higher standard; and
 - to be solar hot water-ready; or
- b) alternatively, new townhouses will be exempt from a) above, if they connect to a district energy utility, or install industry proven renewable energy systems (e.g., geoexchange, solar water heating, photovoltaic energy) which provide the majority (at least 51%) of heating, cooling and/or electrical energy load requirements.

2. This Bylaw may be cited as “**Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 9147**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating department

APPROVED for legality by Solicitor


226-8880 Jones Road,
Richmond, B.C.

July 8, 2014.

Mayor Malcolm Brodie and Councillors

City of Richmond

6911 No. 3 Road

Richmond, B.C.

VGX 2C1

Dear Mayor Brodie:

I am writing this note to
request that Norman Strigglesworth
be allowed to speak about vandalism
in Richmond at the next council
meeting on July 14.

Thank you very much for your
consideration. Mr. Strigglesworth's
telephone number is 604-278-2252.

Yours sincerely,

Orval Chapman

		INT
	DW	
	MJ	
	DB	

CITY OF RICHMOND
INFO CENTRE

JUL - 8 2014

0105-01





**Road Closure and Removal of Road Dedication Bylaw 9093
(Eastern Portion of Twigg Road)**

The Council of the City of Richmond enacts as follows:

1. The lands legally described as Road dedicated by Subdivision Plan 9967 District Lots 3154 and 3158 Group 1 New Westminster District, shown outlined in bold and described as Parcel A on the Reference Plan EPP37398 prepared by David John Harris of Matson Peck & Topliss, Surveyors and Engineers, with a control number of 138-921-0580, attached as Schedule A, shall be stopped up and closed to traffic, cease to be a public road and the road dedication shall be removed.
2. This Bylaw is cited as **"Road Closure and Removal of Road Dedication Bylaw 9093"**.

FIRST READING

SECOND READING



THIRD READING

ADOPTED

FEB 11 2014

FEB 11 2014

FEB 11 2014

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

MAYOR

CORPORATE OFFICER

Schedule A

SURVEY PLAN CERTIFICATION PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

David Harris
1ZYTWW

Digitally signed by David Harris
1ZYTWW
DN: c=CA, cn=David Harris 1ZYTWW,
o=BC Land Surveyor, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=1ZYTWW
Date: 2014.01.08 11:49:40 -08'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

David John Harris

Matson Peck & Topliss

Suite 320 - 11120 Horseshoe Way

Richmond

BC V7A 5H7

Ph: 604 270 9331

File: 17456-001-Ref-000

email: djharris@mpt.bc.ca

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **138-921-0580**

Plan Number: **EPP37398**

This original plan number assignment was done under Commission #: **719**

3. CERTIFICATION:

☒ Form 9

☐ Explanatory Plan

☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2014 January 07 (YYYY/Month/DD)

The checklist was filed under ECR#:

The plan was completed and checked on: 2014 January 08 (YYYY/Month/DD)

156876

☒ None ☐ Strata Form S

☒ None

☐ Strata Form U1

☐ Strata Form U1/U2

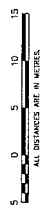
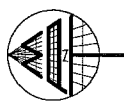
Arterial Highway ☐

4. ALTERATION: ☐

CNCL - 157

REFERENCE PLAN TO ACCOMPANY THE CITY OF RICHMOND
ROAD CLOSURE AND REMOVAL OF ROAD DEDICATION BYLAW 9093
OF PART OF ROAD DEDICATED ON SUBDIVISION PLAN 9967
DISTRICT LOTS 3154 AND 3158 GROUP ONE NEW WESTMINSTER DISTRICT

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND
SECTION 40 OF THE COMMUNITY CHARTER
BCGS 92G.025



ALL DISTANCES ARE IN METERS
THE INTENTED LOT SIZE OF THIS PLAN IS 25,000 SQ. M. WITHIN THE
BOUNDARIES OF THE DISTRICT LOT 3154 AND 3158 GROUP ONE NEW WESTMINSTER DISTRICT
BEARINGS ARE ASTROLOGICAL AND ARE DERIVED FROM PLAN 74142

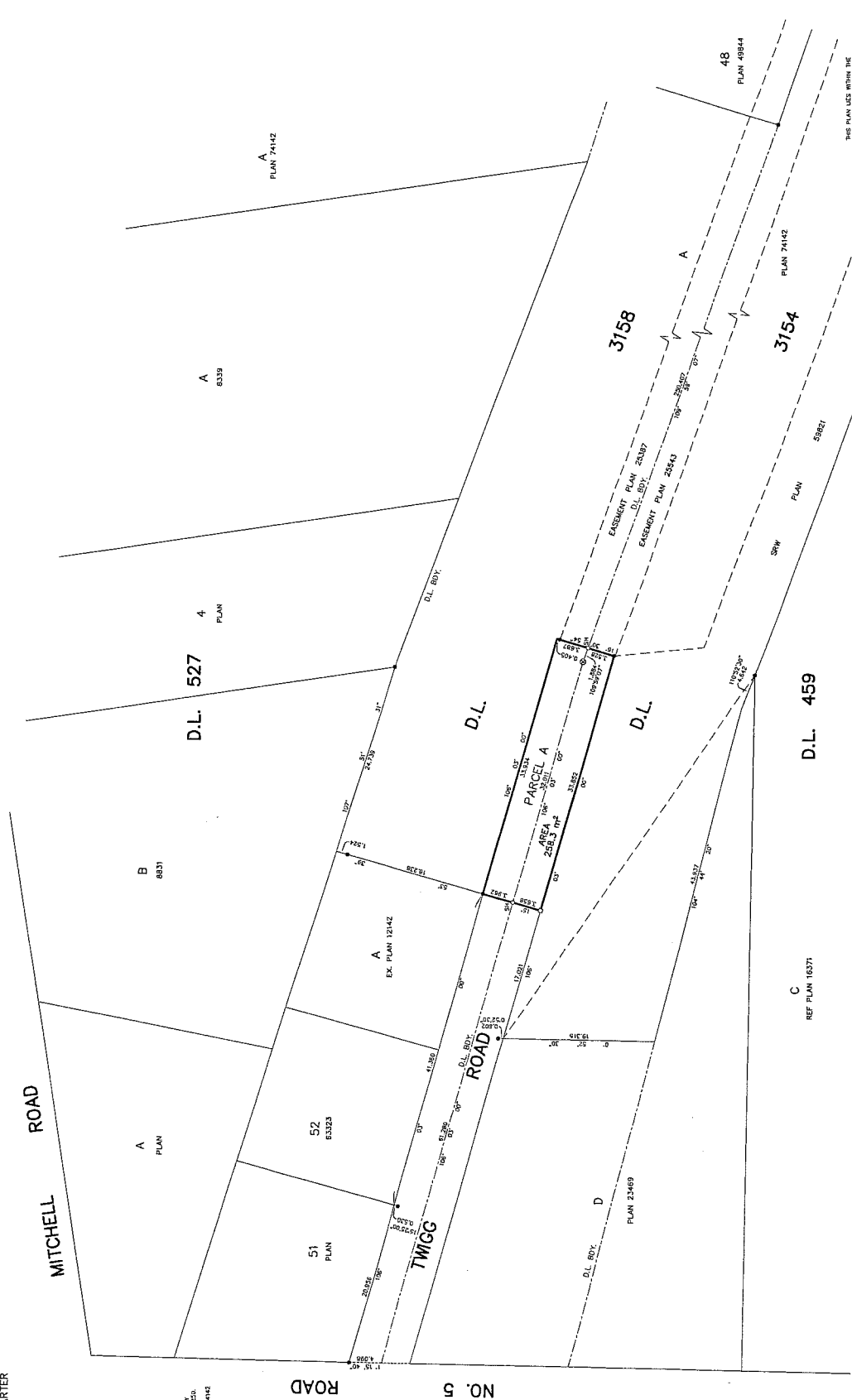
LEGEND

- INDICATES STANDARD BORN POST PLACED
- INDICATES STANDARD BORN POST PLACED
- 5M INDICATES SHORT BORN POST PLACED
- INDICATES LEAD PAIR PLACED
- INDICATES STANDARD CAPTIVE POST PLACED

CNCL - 158

MATSON PECK & TORLISS
SURVEYORS & ENGINEERS
1000 WEST 10TH AVENUE
RICHMOND, B.C.
V6V 1A7
TEL: 604-276-1137
FAX: 604-276-1137
CAMPLE: 17458-001-REF-000482

R-13-17458-REF



THIS PLAN LIES WITHIN THE
SECTION 40 OF THE COMMUNITY CHARTER

THE PLAN LIES WITHIN THE
SECTION 40 OF THE COMMUNITY CHARTER
DATE: JUNE 1998, B.C.S. 92G.025



**Termination of Housing Agreement (10820 No. 5 Road)
Bylaw No. 9118**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to:
 - (a) execute agreements to terminate the housing agreement referred to in Housing Agreement (10820 No. 5 Road) Bylaw No. 8937 (the "Original Housing Agreement");
 - (b) cause Notices and other charges registered at the Land Title Office in respect to the Original Housing Agreement to be discharged from title;
 - (c) execute such other documentation required to effect the termination of the Original Housing Agreement;
2. To repeal Housing Agreement (10820 No. 5 Road) Bylaw No.8937.
3. This Bylaw is cited as "**Housing Agreement (10820 No. 5 Road) Bylaw No. 9118**".

FIRST READING

APR 28 2014

SECOND READING

APR 28 2014

THIRD READING

APR 28 2014

ADOPTED

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

MAYOR

CORPORATE OFFICER



Housing Agreement (10820 No. 5 Road) Bylaw No. 9119

The Council of the City of Richmond enacts as follows:

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

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD
EPP 12978

2. This Bylaw is cited as **"Housing Agreement (10820 No. 5 Road) Bylaw No. 8937"**.

FIRST READING

APR 28 2014

SECOND READING

APR 28 2014

THIRD READING

APR 28 2014

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

to Housing Agreement (10820 No. 5 Road) Bylaw 9119

HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND AND TOWNLINE
GARDENS INC.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 12th day of March, 2014.

BETWEEN:

0864227 B.C. LTD., (Inc. No. 0864227),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 120 – 13575 Commerce
Parkway, Richmond, British Columbia, V6V 2L1

(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 905 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 registered owner of the Lands (as hereinafter defined);
- C. As a condition of adopting Zoning Text Amendment Bylaw 9112 (ZT14-656053), the Owner is required to register the City’s Housing Agreement to secure at least nineteen (19) Affordable Housing Units (as hereinafter defined), being constructed on the Lands in perpetuity and to also provide that the Owner shall not apply for subdivision by way of strata plan of all or any portion of the Lands; and
- D. 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, parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments 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 _____, 20__, 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 any part, including a building or a portion of a building, into which said land is Subdivided:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

- (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 The Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.
- 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 fees, contingency reserve fees or any extra charges or fees for use of any common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, an Owner may charge the Tenant the Owner's cost, if any, of providing to the Affordable Housing Unit cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
 - (d) the Owner shall not make any rule which would restrict the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common areas, facilities or amenities situated on the Lands;

- (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(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;

- (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.
- 4.2 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 DEFAULT AND REMEDIES

- 5.1 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.
- 5.2 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 6 MISCELLANEOUS

6.1 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) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) if notice of this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and as it is the intention of the City and the Owner 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 and to cause the release of the notice of this Agreement from those portions of the Lands which do not contain any Affordable Housing Units. 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.

6.2 Modification

Subject to section 6.1 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Survival

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

6.7 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 905(5) of the *Local Government Act* will be filed on the title to the Lands.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity PROVIDED HOWEVER it is the intention of the City and the Owner that this Agreement, once separate legal parcels are created and/or the Lands are Subdivided, is to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units. 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

0864227 B.C. LTD.

by its authorized signatory(ies):

Per: _____
Name:

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.

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 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

PARALLEL LEGION SDN BHD (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 Lower Mainland LTO under numbers BB331040, as modified by CA2697080, and BB331041, respectively ("the 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.

PARALLEL LEGION SDN BHD

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

TA DEVELOPMENT ONE (CANADA) LTD. (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 Lower Mainland LTO under numbers BB1134744 and BB1134745, respectively ("the 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.

TA DEVELOPMENT ONE (CANADA) LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

HSBC BANK CANADA and **CANADIAN WESTERN BANK** (together, 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 Lower Mainland LTO under numbers CA2578488 and CA2578489, respectively ("the 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.

HSBC BANK CANADA

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CANADIAN WESTERN BANK

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123

The Council of the City of Richmond enacts as follows:

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

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD
EPP 12978

2. This Bylaw is cited as **"Market Rental Housing Agreement (10820 No. 5 Road) Bylaw No. 9123"**.

FIRST READING

APR 28 2014

SECOND READING

APR 28 2014

THIRD READING

APR 28 2014

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

to Market Rental Housing Agreement (10820 No. 5 Road) Bylaw 9123

MARKET RENTAL HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND
AND TOWNLINE GARDENS INC.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 12th day of March, 2014.

BETWEEN:

0864227 B.C. LTD., (Inc. No. 0864227),

a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 120 – 13575 Commerce Parkway, Richmond, British Columbia, V6V 2L1

(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 905 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;
- B. The Owner is the registered owner of the Lands (as hereinafter defined);
- C. As a condition of adopting Zoning Text Amendment Bylaw 9112 (ZT14-656053), the Owner is required to register the City’s Housing Agreement to secure at least one hundred and forty-four (144) Dwelling Units, (as hereinafter defined), being constructed on the Lands for market rental purposes in perpetuity and to also provide that the Owner shall not apply for subdivision by way of strata plan of all or any portion of the Lands; and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide the Dwelling Units (as hereinafter defined) 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) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **"City"** means the City of Richmond;
- (c) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands;
- (d) **"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 the ____ day of ____, 2011 under number _____, as it may be amended or replaced from time to time;
- (e) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238 together with all amendments thereto and replacements thereof;
- (h) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250 together with all amendments thereto and replacements thereof;
- (i) **"Lands"** means the following lands and premises situate in the City of Richmond and any part, including a building or a portion of a building, into which said land is Subdivided:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

- (j) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323 together with all amendments thereto and replacements thereof;
- (k) **"LTO"** means the New Westminster Land Title Office or its successor;
- (l) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable unit with comparable amenities in a comparable location for a comparable period of time;

- (m) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Dwelling Unit from time to time;
- (n) **"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;
- (o) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78 together with all amendments thereto and replacements thereof;
- (p) **"Strata Property Act"** means *Strata Property Act* S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (q) **"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*;
- (r) **"Tenancy Agreement"** means a written tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit for a term; and
- (s) **"Tenant"** means an occupant or occupants of a Dwelling Unit by way of a Tenancy Agreement. A Tenant does not include the Owner or the Owner's family members or any guest of the Owner.

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 DWELLING UNITS

- 2.1 Notwithstanding that the Owner may be otherwise entitled, the Owner agrees that each of the one hundred and forty-four (144) Dwelling Units being constructed on the Lands may only be:
 - (a) occupied by a Tenant pursuant to a Tenancy Agreement and that no Dwelling Unit may be occupied by the Owner, the Owner's family members or any guest of the Owner; and
 - (b) used for the provision of housing at Market Rent in perpetuity in accordance with this Agreement.
- 2.2 Notwithstanding that the Owner may be otherwise entitled, the Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.
- 2.3 The Owner will not cause or permit the beneficial or registered title to any of the Dwelling Units to be sold or otherwise transferred, other than pursuant to a Tenancy Agreement, unless title to the Lands is sold or otherwise transferred to the same beneficial and legal owner.
- 2.4 Within 30 days after receiving a request in writing from the City, the Owner or its property manager shall provide the City with a statutory declaration in the form attached as Appendix A confirming that all Dwelling Units are being used for the provision of housing at Market Rent in accordance with this Agreement.

- 2.5 The Owner will not permit a Tenancy Agreement to be subleased or assigned unless the proposed Tenant enters into a new Tenancy Agreement with the Owner.
- 2.6 The Owner shall not rent, lease, license or otherwise permit occupancy of any Dwelling Unit except to a Tenant and the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement.
- 2.7 The Owner shall not apply for stratification (subdivision by way of strata plan) of all or any portion of the Lands.

ARTICLE 3 DEMOLITION OF A DWELLING UNIT

- 3.1 The Owner will not demolish a Dwelling 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 Dwelling Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Dwelling 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 Dwelling Unit has been issued by the City and the Dwelling Unit has been demolished under that permit.
- 3.2 Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Dwelling Unit in accordance with this Agreement.

ARTICLE 4 DEFAULT AND REMEDIES

- 4.1 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.

- 4.2 The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 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) the City may file notice of this Agreement in the LTO against the title to the Lands; and
- (c) if notice of this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and as it is the intention of the City and the Owner 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 Dwelling Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly and to cause the release of the notice of this Agreement from those portions of the Lands which do not contain any Dwelling Units. 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.

5.2 Modification

Subject to section 5.1 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.

5.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units. The Owner further covenants and agrees that it will maintain or cause to be maintained the Dwelling 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 Dwelling Units.

5.4 Indemnity

The Owner will indemnify, protect 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 Dwelling 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.

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

5.6 Survival

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

5.7 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 905(5) of the *Local Government Act* will be filed on the title to the Lands;

5.8 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.

5.9 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 Dwelling 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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 Dwelling 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.

5.16 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.

5.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity PROVIDED HOWEVER it is the intention of the City and the Owner that this Agreement, once separate legal parcels are created and/or the Lands are Subdivided, is to charge and secure only the legal parcels or Subdivided Lands which contain the Dwelling Units. 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.

5.18 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.

5.19 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.

5.20 No Joint Venture

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

5.21 Applicable Law

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

5.22 Deed and Contract

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

5.23 Joint and Several

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

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

0864227 B.C. LTD.

by its authorized signatory(ies):

Per: _____

Per: _____

CITY OF RICHMOND

by its authorized signatories:

Per:

Malcolm D. Brodie, Mayor

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 the 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, or authorized agent of the owner of _____ (the "Lands"), 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 Lands notice of which is registered on title to the Lands under registration number _____.
3. For the period from _____ to _____ all the Dwelling Units (as defined in the Housing Agreement) on the Lands were being used solely for the provision of housing for Tenants (as defined in the Housing Agreement) at Market Rent (as defined in the Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of
Richmond, in the Province of British Columbia,
this _____ day of _____, 2014.

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 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

PARALLEL LEGION SDN BHD (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 Lower Mainland LTO under numbers BB331040, as modified by CA2697080, and BB331041, respectively ("the 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.

PARALLEL LEGION SDN BHD

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

TA DEVELOPMENT ONE (CANADA) LTD. (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 Lower Mainland LTO under numbers BB1134744 and BB1134745, respectively ("the 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.

TA DEVELOPMENT ONE (CANADA) LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and **0864227 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: 028-631-561

Lot C Section 31 Block 4 North Range 5 West NWD Plan EPP12978

(the "Lands")

HSBC BANK CANADA and **CANADIAN WESTERN BANK** (together, 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 Lower Mainland LTO under numbers CA2578488 and CA2578489, respectively ("the 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.

HSBC BANK CANADA

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CANADIAN WESTERN BANK

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name: