



#### City Council Electronic Meeting

Council Chambers, City Hall 6911 No. 3 Road Monday, July 8, 2024 7:00 p.m.

Pg. # ITEM

#### **MINUTES**

1. *Motion to*:

CNCL-10 (1) adopt the minutes of the Regular Council meeting held on June 24, 2024;

CNCL-25 (2) adopt the minutes of the Special Council meeting held on June 24, 2024; and

CNCL-55 (3) receive for information the Metro Vancouver 'Board in Brief' dated June 28, 2024.

#### **AGENDA ADDITIONS & DELETIONS**

#### **PRESENTATION**

CNCL-64 Caty Liu, Chair, Richmond Public Library Board and Susan Walters, Chief Librarian, to present the Richmond Public Library Board 2023 Annual Report.

#### COMMITTEE OF THE WHOLE

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

3. Delegations from the floor on Agenda items.

PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 12.

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
- Heritage Boat Restoration Program at Britannia Shipyards
- Richmond Arts Strategy 2025–2029
- Development of a Richmond Tourism Master Plan
- Heritage Alteration Permit for 12111 3rd Avenue (Steveston Hotel)

5. Motion to adopt Items No. 6 through No. 10 by general consent.

Consent Agenda Item 6. **COMMITTEE MINUTES** 

That the minutes of:

- CNCL-87
- (1) the Parks, Recreation and Cultural Services Committee meeting held on June 25, 2024;
- CNCL-93
- (2) the General Purposes Committee meeting held on July 2, 2024; and
- (3) the Planning Committee meeting held on July 3, 2024; (distributed separately)

be received for information.

Consent Agenda Item 7. HERITAGE BOAT RESTORATION PROGRAM AT BRITANNIA SHIPYARDS

(File Ref. No. 11-7141-01) (REDMS No. 7705815; 7732285)

**CNCL-100** 

#### See Page CNCL-100 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

- (1) That the pilot Heritage Boat Restoration Program, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed;
- (2) That funding Option 1 One-Time Additional Levels to support a pilot Heritage Boat Restoration Program for 2025 and 2026, be considered as part of the 2025 budget processes;
- (3) That the development of a site concept plan for Britannia Shipyards, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, be endorsed;

- (4) That funding of \$80,000 to support the development of a site concept plan be considered as part of the 2025 budget process; and
- (5) That the Britannia Shipyards National Historic Site Society be consulted and be an integral part of the site concept plan for Britannia Shipyards.

Consent Agenda Item 8. RICHMOND ARTS STRATEGY 2025–2029

(File Ref. No. 11-7000-01) (REDMS No. 7663277, 7732285)

#### **CNCL-118**

#### See Page CNCL-118 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

- (1) That the current Council-endorsed Richmond Arts Strategy 2019–2024 Vision and Guiding Principles be reaffirmed to guide the development of the updated Richmond Arts Strategy 2025-2029; and
- (2) That the proposed scope of work for the updated Richmond Arts Strategy 2025–2029 as presented in the report titled, "Richmond Arts Strategy 2025–2029", dated May 24, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed.

Consent Agenda Item 9. **DEVELOPMENT OF A RICHMOND TOURISM MASTER PLAN** 

(File Ref. No. 08-4150-01) (REDMS No. 7706191)

#### CNCL-124

#### See Page CNCL-124 for full report

#### GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the approach to developing a Richmond Tourism Master Plan, including the guiding principles, as outlined in the staff report titled, "Development of a Richmond Tourism Master Plan," dated June 10, 2024, from the Director, Business Services, be endorsed.

Consent Agenda Item

## 10. HERITAGE ALTERATION PERMIT FOR 12111 3RD AVENUE (STEVESTON HOTEL)

(File Ref. No. 7694460) (REDMS No. HA 23-035279)

#### **CNCL-129**

#### See Page CNCL-129 for full report

#### PLANNING COMMITTEE RECOMMENDATION

That a Heritage Alteration Permit which would permit exterior alterations on the identified heritage building, and associated landscaping, at 12111 3rd Avenue be issued.

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# CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

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NON-CONSENT AGENDA ITEMS

#### GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

# 11. HUGH BOYD COMMUNITY FACILITY AND FIELDHOUSE – PROGRAM, SITE SELECTION, FORM AND CONCEPT DESIGN

(File Ref. NO. 06-2050-20-HBSC) (REDMS NO. 7671729)

#### **CNCL-152**

#### See Page CNCL-152 for full report

#### GENERAL PURPOSES COMMITTEE RECOMMENDATION

Opposed to Part (1): Cllr. Wolfe

(1A) That the program, Site A location, two-storey form and concept design as described in the staff report titled, "Hugh Boyd Community Facility and Fieldhouse – Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services, be approved;

- (1B) That staff be directed to consider the costs and utility for a movable wall for the proposed second floor multi-use space and replacing the servery with a kitchen;
- (2) That the capital budget in the amount of \$19 million be approved and funded from the Growing Communities Reserve Fund (\$17,712,669) and Capital Building and Infrastructure Reserve (\$1,287,331) as outlined in the report titled, "Hugh Boyd Community Facility and Fieldhouse Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services; and
- (3) That the Consolidated 5 year Financial Plan (2024-2028) be amended accordingly.

PUBLIC ANNOUNCEMENTS AND EVENTS

**NEW BUSINESS** 

Council Agenda – Monday, July 8, 2024 Pg. # **ITEM** BYLAWS FOR ADOPTION **CNCL-166** Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10558 Opposed at 1st Reading – Cllr. Loo. Opposed at 2nd/3rd Readings – None **CNCL-168** Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10577 Opposed at 1st Reading – Cllrs. Day, Gillanders and Wolfe. Opposed at 2nd/3rd Readings – Cllrs. Day, Gillanders and Wolfe. **CNCL-169** Building Regulation Bylaw No. 7230, Amendment Bylaw No. 10572 Opposed at 1st Reading – Cllrs. Day, Gillanders and Wolfe. Opposed at 2nd/3rd Readings – Cllrs. Day, Gillanders and Wolfe. **CNCL-170** Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9940 (12700 and 12800 Rice Mill Road, 12280 and 12300 No. 5 Road, RZ 18-824565) Opposed at 1st Reading – Cllr. Wolfe Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – Cllr. Wolfe

CNCL-174 Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10254

(9200,9220,9240,9260,9280, 9300, 9320 & 9340 Francis Rd, RZ 20-907463)

Opposed at 1<sup>st</sup> Reading – None.

Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

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Pg. #	ITEM	
CNCL-178	3	Richmond Zoning Bylaw No. 8500, Amendment <b>Bylaw No. 10424</b> (12120 No. 5 Road, RZ 21-941597) Opposed at 1 <sup>st</sup> Reading – None. Opposed at 2 <sup>nd</sup> /3 <sup>rd</sup> Readings – None.
CNCL-180	)	Housing Agreement (Affordable Housing) Bylaw No. 10548 (6071 Azure Road)
		Opposed at 1st/2nd/3rd Readings – None.
CNCL-205	;	Housing Agreement (Moderate Market Rental) Bylaw No. 10549 (6071 Azure Road) Opposed at 1st/2nd/3rd Readings – None.
CNCL-229	)	Housing Agreement (Market Rental) Bylaw No. 10550 (6071 Azure Road) Opposed at 1st/2nd/3rd Readings – None.
		DEVELOPMENT PERMIT PANEL
	12.	RECOMMENDATION
		See DPP Plan Package (distributed separately) for full hardcopy plans
CNCL-301 CNCL-304 CNCL-307	- 	(1) That the minutes of the Development Permit Panel meeting held on June 12, 2024, and the Chair's reports for the Development Permit Panel meetings held on November 16, 2023, May 10, 2023, and June 28, 2023 & April 24, 2024, be received for information; and
31,32 007		(2) That the recommendations of the Panel to authorize the issuance of:
		(a) Development Permit (DP 18-824566) for the properties at 12700 and 12800 Rice Mill Road and 12280 and 12300 No. 5 Road,

Council Agenda - Monday, July 8, 2024





#### **Regular Council**

#### Monday, June 24, 2024

Place: Council Chambers

Richmond City Hall

Present: Mayor Malcolm D. Brodie

Councillor Chak Au Councillor Carol Day

Councillor Laura Gillanders (entered at 7:03 p.m.)

Councillor Kash Heed Councillor Andy Hobbs Councillor Alexa Loo Councillor Bill McNulty Councillor Michael Wolfe

Corporate Officer – Claudia Jesson

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

RES NO. ITEM

#### **MINUTES**

R24/12-1 1. It was moved and seconded

That:

- (1) the minutes of the Regular Council meeting held on June 10, 2024, be adopted as circulated; and
- (2) the minutes of the Special Council meeting held on June 17, 2024, be adopted as circulated.

**CARRIED** 



#### Regular Council Monday, June 24, 2024

#### COMMITTEE OF THE WHOLE

R24/12-2 2. It was moved and seconded

That Council resolve into Committee of the Whole to hear delegations on agenda items (7:01 p.m.).

**CARRIED** 

3. Delegations from the floor on Agenda items

<u>Item No. 16 – Response to Provincial Housing Bills: Small-Scale Multi-Unit Housing (SSMUH) Zoning District Bylaw and Associated Zoning Bylaw Amendments</u>

Brad Doré, Richmond Resident, spoke to his submission (attached to and forming part of these minutes as Schedule 1), noting the importance of stratification in order to ensure financial feasibility when building small-scale multi-unit housing (SSMUH) projects.

In response to queries from Council, Mr. Doré noted that (i) 8 ft. ceilings are undesirable and not considered marketable in today's housing market and (ii) design quality varies between rental units and those built for stratification.

Discussion ensued regarding (i) the height differences between residential vertical envelope Land Use Contract versus zoning and existing height and setback requirements, (ii) stratification versus rental units, and (iii) increasing the Floor Area Ratio (FAR).

Kush Panatch, Richmond Resident, spoke on the impact of 2.5- and 3-storeys on single-family and multi-family homes and the potential number of units under stratification.

Discussion ensued regarding (i) Surrey building regulations and allowable height of building and structures, (ii) the inclusion of secondary suites in strata units, and (iii) the potential maximum number of units per lot in Richmond due to lot configurations and lack of lanes.

R24/12-3 4. It was moved and seconded

That Committee rise and report (7:32 p.m.).

**CARRIED** 



#### Regular Council Monday, June 24, 2024

#### CONSENT AGENDA

R24/12-4 5. It was moved and seconded

That Items No. 6 through No. 14 be adopted by general consent.

**CARRIED** 

#### 6. COMMITTEE MINUTES

That the minutes of:

- (1) the Community Safety Committee meeting held on June 11, 2024;
- (2) the General Purposes Committee meeting held on June 17, 2024;
- (3) the Planning Committee meeting held on June 18, 2024; and
- (4) the Public Works and Transportation Committee meeting held on June 19, 2024;

be received for information.

#### ADOPTED ON CONSENT

# 7. STEVESTON TRANSIT EXCHANGE – TRANSLINK PUBLIC ENGAGEMENT RESULTS

(File Ref. No. 10-6480-03-01) (REDMS No. 7629827)

That TransLink be advised the City does not support TransLink's proposed alternate location for the Steveston Transit Exchange as described in the staff report titled "Steveston Transit Exchange – TransLink Public Engagement Results", dated May 27, 2024 from the Director, Transportation.



#### Regular Council Monday, June 24, 2024

8. APPLICATION BY KUSH PANATCH FOR A ZONING TEXT AMENDMENT TO THE "AGRICULTURE (AG1)" ZONE TO PERMIT A GLASS GREENHOUSE WITH CONCRETE FOOTINGS AT 12800/12910 NO. 2 ROAD

(File Ref. No. 12-8060-20-010567, ZT 24-035934) (REDMS No. 7657729, 7708658, 7710903)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10567, for a Zoning Text Amendment to the "Agriculture (AG1)" zone to permit the use of an 81 m<sup>2</sup> greenhouse with concrete footing foundations to support the farm business at 12800 / 12910 No. 2 Road be introduced and given first reading.

#### ADOPTED ON CONSENT

9. RICHMOND YOUTH ADVISORY COMMITTEE PROPOSED 2024 WORK PROGRAM

(File Ref. No. 07-3425-01) (REDMS No. 7695228, 7680340)

That the proposed work program for the Richmond Youth Advisory Committee, as described in the staff report titled "Richmond Youth Advisory Committee Proposed 2024 Work Program", dated May 31, 2024, from the Acting Director, Community Social Development, be approved.

#### ADOPTED ON CONSENT

- 10. DRAFT CHILD CARE STRATEGY 2024-2034
  - (File Ref. No. 07-3070-04) (REDMS No. 7675622, 7696547)
  - (1) That the draft Child Care Strategy 2024–2034, as outlined in the staff report titled "Draft Child Care Strategy 2024–2034", dated June 6, 2024 from the Acting Director, Community Social Development, be endorsed for public consultation; and
  - (2) That staff report back to City Council with the final Child Care Strategy, including a summary of the public feedback received.



#### Regular Council Monday, June 24, 2024

11. HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10548, HOUSING AGREEMENT (MODERATE MARKET RENTAL) BYLAW NO. 10549 AND HOUSING AGREEMENT (MARKET RENTAL) BYLAW NO. 10550 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW- END MARKET RENTAL (LEMR) UNITS, MODERATE MARKET RENTAL UNITS AND MARKET RENTAL UNITS AT 6071 AZURE ROAD

(File Ref. No. 12-8060-20-010548; 12-8060-20-010549; 12-8060-20-010550; 08-4057-05) (REDMS No. 7611426, 7618736, 7618737, 7618740)

- (1) That Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 21-931122;
- (2) That Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Moderate Market Rental Units required by the Rezoning Application RZ 21-931122; and
- (3) That Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 21-931122.



#### Regular Council Monday, June 24, 2024

12. KITTIWAKE DRIVE - TRAFFIC CALMING UPDATE (File Ref. No. 10-6450-09-01) (REDMS No. 7648159)

That the two asphalt speed cushions on Kittiwake Drive remain as a permanent condition, as described in the staff report titled "Kittiwake Drive – Traffic Calming Update" dated May 27, 2024 from the Director, Transportation.

ADOPTED ON CONSENT

13. NORTH DIKE UPGRADES CONCEPT PLAN - LYNAS LANE TO NO. 2 ROAD

(File Ref. No. 10-6045-09-01) (REDMS No. 7672407)

That the concept plan presented in the staff report titled "North Dike Upgrades Concept Plan -Lynas Lane to No. 2 Road", dated May 16, 2024, from the Director, Engineering be endorsed for the purposes of public consultation.

ADOPTED ON CONSENT

14. RICHMOND WATER QUALITY AND CONSERVATION REPORT 2023

(File Ref. No. 10-6175-03-03) (REDMS No. 7675292, 7733721)

- (1) That the annual report titled "Richmond Water Quality and Conservation Report 2023" dated May 15, 2024, from the Director of Public Works Operations, be endorsed; and
- (2) That the "Richmond Water Quality and Conservation Report 2023" be made available to the community on the City's website and through various communication tools including social media channels and as part of community outreach initiatives.



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Discussion ensued regarding organic farming and greenhouses with concrete footings for longevity and structural considerations. As a result of the discussion, the following **referral motion** was introduced:

R24/12-5

It was moved and seconded

That staff evaluate Bylaw 9861, that restricts concrete footings, and report back to Council.

**CARRIED** 

Opposed: Cllrs. Au
Day
Gillanders
Wolfe

#### NON-CONSENT AGENDA ITEMS

#### COMMUNITY SAFETY COMMITTEE

Councillor Alexa Loo, Chair

### 15. REVIEW OF HOURS OF OPERATION OF KARAOKE CLUBS AND NIGHT CLUBS

(File Ref. No. 12-8275-05) (REDMS No. 7671706, 7736711)

In response to a query from Council, staff noted that the Bylaw Department, RCMP, and the Liquor and Cannabis Regulation Branch responded to multiple complaints regarding the Zodiac Karaoke and Pub establishment.

R24/12-6

It was moved and seconded

That the permitted hours of operation of Karaoke Clubs and Night Clubs remain unchanged as outlined in the staff report titled "Review of Hours of Operation of Karaoke Clubs and Night Clubs", dated May 14, 2024, from the Director, Community Bylaws and Licencing.

**CARRIED** 



#### Regular Council Monday, June 24, 2024

#### GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

16. RESPONSE TO PROVINCIAL HOUSING BILLS: SMALL-SCALE MULTI-UNIT HOUSING (SSMUH) ZONING DISTRICT BYLAW AND ASSOCIATED ZONING BYLAW AMENDMENTS (File Ref. No. 12-8060-20-010579; 12-8060-20-010573; 12-8060-20-010572; 12-8060-20-010577; 08-4045-30-02) (REDMS No. 7686824, 7685613, 7663542, 7712117, 7689586, 7691186, 7707258, 7726325)

#### R24/12-7

It was moved and seconded

- (1) That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10579 be introduced and given first reading;
- (2) That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10579, having been considered in conjunction with:
  - (a) the City's Financial Plan and Capital Program; and
  - (b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;
  - is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;
- (3) That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10579, having been considered in accordance with Section 475 of the Local Government Act and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation;
- (4) That:
  - (a) Richmond Zoning Bylaw 8500, Amendment Bylaw 10573, be amended to permit stratification of lots zoned Small-Scale Multi-Unit Housing (RSM/S, RSM/M, RSM/L, RSM/XL)" and Small-Scale Multi-Unit Housing (ZS14) South McLennan (City Centre)", as attached to the memorandum entitled "Response to Motion from General Purposes Committee to Provide Supplementary Analysis of Stratification and Rental Tenure Options for Small-Scale Multi-Unit Housing Development", dated June 20, 2024, from the Director, Policy



#### Regular Council Monday, June 24, 2024

Planning, be introduced; and

- (b) Richmond Zoning Bylaw 8500, Amendment Bylaw 10573, as amended, to introduce a new zoning district for small-scale multi-unit housing, and associated amendments required to comply with the requirements of Bill 44 (Housing Statutes (Residential Development) Amendment Act, 2023), be introduced and given first, second and third reading, and be adopted;
- (5) That Building Regulation Bylaw 7230, Amendment Bylaw 10572 be introduced and given first, second and third reading;
- (6) That Development Cost Charges Imposition Bylaw 9499, Amendment Bylaw 10577 be introduced and given first, second and third reading;
- (7) That, subject to adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10573, the Minister of Housing be provided with:
  - (a) notification in writing of the bylaw amendments included in the report titled "Response to Provincial Housing Bills: Small-Scale Multi-Unit Housing (SSMUH) Zoning District Bylaw and Associated Zoning Bylaw Amendments" from the Director, Policy Planning dated June 12, 2024, as required to demonstrate compliance with Bill 44 (Housing Statutes (Residential Development) Amendment Act, 2023); and
  - (b) the location of exempted properties and associated legislative provisions permitting the exemptions; and
- (8) That staff monitor the implementation of the bylaw amendments and report back to Council as further developments occur.

The question on the main motion was not called as discussion ensued regarding allowing stratification. As a result of the discussion, the following amendment motion was introduced:

R24/12-8 It was moved and seconded



#### Regular Council Monday, June 24, 2024

- (1) To amend the Small-Scale Multi-Unit Housing bylaw to allow for 2 strata units for small- and medium-sized lots and 3 strata units for large-sized lots;
- (2) For additional strata conversions, homeowners can submit an application for strata conversion to City Council for approval on a case-by-case basis; and
- (3) That a review be conducted after 6 months.

The question on the amendment motion was not called as discussion ensued regarding permissive rentals providing flexibility for owners.

Cllr. Wolfe left the meeting (8:18 p.m.) and returned (8:21 p.m.).

Further discussion ensued regarding (i) the alternative options provided in the staff memorandum dated June 20, 2024 from the Director, Policy Planning, (ii) impacts to housing affordability and supply, (iii) the potential impacts of lot size and number of units per lot and costs associated with SSMUH development, (iv) key intentions of the Provincial Guidelines, (v) the flexibility in allowing the stratification of lots, (vi) the need for density bonusing and increased FAR, and (vii) the requirement of local government to consider Provincial Guidelines when amending the zoning bylaw.

The question on the amendment motion was then called and it was **DEFEATED** with Cllrs. Au, Heed, Hobbs, Loo, and McNulty opposed.

Further discussion ensued regarding limiting stratification to three or four units.

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

The following **motion** was introduced:

R24/12-9 It was moved and seconded



#### Regular Council Monday, June 24, 2024

That a review of the Small-Scale Multi-Unit Housing zoning district bylaw and associated zoning bylaw amendments be conducted after 6 months.

**CARRIED** 

# PUBLIC WORKS AND TRANSPORTATION COMMITTEE Councillor Carol Day, Chair

17. AWARD OF CONTRACT 8225Q – BIKE REUSE PILOT PROGRAM (File Ref. No. 03-1000-20-8225) (REDMS No. 7623493)

R24/12-10

It was moved and seconded

- (1) That Contract 8225Q Bike Reuse Pilot Program as detailed in the staff report titled "Award of Contract 8225Q Bike Reuse Pilot Program" dated May 14, 2024 from the Director, Public Works Operations be awarded for an initial one-year term effective August 1, 2024 to Pedal Foundation for an estimated total value of \$82,269; and
- (2) That one-time funding of \$91,000 from the General Solid Waste and Recycling Provision for the Bike Reuse Pilot expenditures be approved and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.

The question on the main motion was not called as discussion ensued regarding a forthcoming staff memorandum providing information regarding other bike reuse programs. Staff noted that the City of Vancouver and Metro Vancouver have received inconsistent levels of service from volunteer-run organizations, resulting in operational challenges.

In response to a query from Council, staff advised that the Richmond School District has expressed interest in collaborating with the City on bike reuse programs, however these programs would not be able to handle the volume of bikes received by the Recycling Depot.

Discussion ensued regarding (i) the prohibition of scavenging, (ii) the consideration of other options such as thrift stores and bike stores in Richmond, and (iii) the high volume of bikes received by the Recycling Depot.



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

R24/12-11 It was mov

It was moved and seconded

That the Award of Contract 8225Q – Bike Reuse Pilot Program be referred back to staff for further review.

The question on the referral motion was not called as discussion ensued regarding (i) similar bike reuse programs in place in the City of Vancouver and Metro Vancouver and (ii) assessing the pilot program after one year.

The question on the referral motion was then called and it was **DEFEATED** with Mayor Brodie and Cllrs. Heed, Hobbs, Loo, and Wolfe opposed.

The question on the main motion was not called as there was agreement to deal with Parts (1) and (2) separately.

The question on Part (1) of Resolution R24/12-10 was then called and it was **CARRIED** with Cllrs. Day and McNulty opposed.

The question on Part (2) of Resolution R24/12-10 was then called and it was **CARRIED** with Cllrs. Day and McNulty opposed.

#### FINANCE AND CORPORATE SERVICES DIVISION

18. **2023 ANNUAL REPORT AND 2023 ANNUAL REPORT HIGHLIGHTS** (File Ref. No. 01-0375-01) (REDMS No. 7671605, 7736935)

R24/12-12 It was moved and seconded

That the reports titled, "2023 Annual Report" and "2023 Annual Report – Highlights" be approved.

**CARRIED** 

19. **2023 COUNCIL REMUNERATION AND EXPENSES** (File Ref. No. 03-1200-03) (REDMS No. 7690910)

R24/12-13 It was moved and seconded



#### Regular Council Monday, June 24, 2024

That the report titled 2023 Council Remuneration and Expenses be received for information.

**CARRIED** 

20. 2023 STATEMENT OF FINANCIAL INFORMATION (File Ref. No. 03-1200-03) (REDMS No. 7690310)

(1 He Ref. 140. 03-1200-03) (REDIMS 140. 7

R24/12-14 It was moved and seconded

That the 2023 Statement of Financial Information be approved.

**CARRIED** 

#### PUBLIC ANNOUNCEMENTS

Mayor Brodie announced that:

Councillor Kash Heed was nominated to the Board of the Emergency Communications for Southwest British Columbia (E-COMM), for the 2024-2025 Term.

Cllr. Au left the meeting (9:01 p.m.) and returned (9:03 p.m.).

#### BYLAW FOR 2nd and 3rd READINGS

R24/12-15 It wa

It was moved and seconded

That Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10558 be given 2<sup>nd</sup> and 3rd readings.

**CARRIED** 

#### BYLAWS FOR ADOPTION

R24/12-16

It was moved and seconded

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10495 be adopted.



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**CARRIED** 

Opposed: Cllr. Wolfe

With the adoption of Bylaw 10573 (Small-Scale Multi-Unit Housing), any zoning after its adoption needs to be interpreted according to Bylaw 10573. Accordingly, Bylaw 10495 is now rezoning from RSM-Large to RSM-Medium Zone.

R24/12-17

It was moved and seconded

That the following bylaws be adopted:

Transit-Oriented Areas (TOA) Designation Bylaw No. 10560; and

Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10561.

**CARRIED** 

#### **ADJOURNMENT**

R24/12-18

It was moved and seconded

That the meeting adjourn (9:04 p.m.).

**CARRIED** 

Certified a true and correct copy of the Minutes of the Regular meeting of the Council of the City of Richmond held on Monday, June 24, 2024.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)

# Land Use Contract Max height 10.67 m (35 ft. from T.O.S.) 10 ft ceiling 9 ft ceiling 9 ft ceiling Max height 10.0 m Constructible Partial S 10.0 m artial Storey ceiling ceiling ceiling

9'-1" 2.77

ceiling

**CNCL - 24** 

Max height 9.0 m June 2024 Bylaw 10573 (29.5 ft. from Grade)

6'-7'12" Ceiling 6.5 ft

Residential Vert Contra act vs Zoning cal Envelope

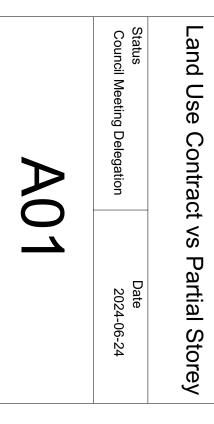
Schedule 1 to the Minutes of

Richmond City Council held

on Monday, June 24, 2024.

the Regular meeting of

Partial Storey 33 ft. Wide Lot Richmond, BC



Builda

Not

ceiling

# Buildable





#### Special Council Monday, June 24, 2024

Place:

Anderson Room

Richmond City Hall

Present:

Mayor Malcolm D. Brodie

Councillor Chak Au Councillor Carol Day

Councillor Laura Gillanders Councillor Kash Heed Councillor Andy Hobbs Councillor Alexa Loo Councillor Bill McNulty Councillor Michael Wolfe

Corporate Officer – Claudia Jesson

Call to Order:

Mayor Brodie called the meeting to order at 4:01 p.m.

RES NO. ITEM

#### COMMUNITY SAFETY COMMITTEE

1. **10100 SEVERN DRIVE - APPEAL OF ORDER TO COMPLY** (File No. 12-8375-02) (REDMS No. 7704413)

Staff provided a memorandum (attached to and forming part of these minutes as Schedule 1), and reviewed the appeal, noting that (i) Bylaw staff were recently on-site and noted some unsightly items have remained on the property such as numerous tarps concealing loose unsightly materials such as wooden pallets, water jugs, and recycling bins filled with other chattel, (ii) wooden pallets are seen stacked in various locations in the yard as well as leaning against the fence, and (iii) the applicant has been issued seven unsightly premises violation notices which remain unpaid.



#### Special Council Monday, June 24, 2024

RES NO. ITEM

Edward Wong, appellant, 10100 Severn Drive, referenced his submission, (attached to and forming part of these minutes as Schedule 2), noting that (i) effort has been made for remediation of the property and many items have been cleared, and (ii) continued efforts are being made to finish cleaning up the rest of the property.

Discussion ensued with respect to (i) payment of the unpaid violation bylaw notices, (ii) the time required to fully complete the remediation, (iii) what constitutes unsightly premises, and (iv) what is required of the applicant to bring the property into compliance.

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

SP24/4-1

It was moved and seconded

That the appeal for the Order to Comply issued for contraventions of Unsightly Premises Regulation Bylaw No. 7162 related to the property at 10100 Severn Drive be adjourned until July 22, 2024 at 4:00 p.m.

**CARRIED** 

Opposed: Cllrs. Hobbs

Loo

#### **ADJOURNMENT**

SP24/4-2

It was moved and seconded

That the meeting adjourn (4:24 p.m.).

**CARRIED** 

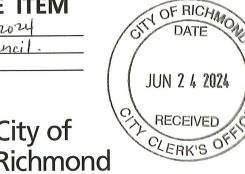
Certified a true and correct copy of the Minutes of the Special meeting of the Council of the City of Richmond held on Monday, June 24, 2024.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)

#### ON TABLE ITEM

Date: June 24, 2024
Meeting: Sp. Council.
Item: \



Schedule 1 to the Minutes of the Special Council meeting of Richmond City Council held on Monday, June 24, 2024.

I Holm out

#### Memorandum

Community Safety Division Community Bylaws

To:

Mayor and Councillors

June 24, 2024

From:

Mark Corrado

Date: File:

12-8375-02/2024-Vol 01

Director, Community Bylaws and Licencing

Re:

Inspection Update on 10100 Severn Drive - Appeal of Order to Comply

At the Special Council meeting on June 24, 2024, Council will be considering the appeal of an order to comply (the "Order") issued to the property owner of 10100 Severn Drive for contraventions of Unsightly Premises Regulation Bylaw No. 7162 (Unsightly Bylaw). This memorandum provides updated information of the site conditions and provides pictures from the most recent inspection of the property on June 24, 2024.

The report to Council recommends that the appeal be denied and that the Order issued for contraventions of the Unsightly Bylaw be confirmed. Between the inspection conducted on June 5, 2024 and a re-inspection on June 24, 2024, the unsightly condition of the backyard has improved, but is still not in compliance with the Unsightly Bylaw. The Order issued on August 22, 2023 specified two directions:

- a) Removal of all newsprint/cardboard/paper products throughout the property including the carport; and
- b) Removal of all materials placed under tarps or being concealed by tarps.

The inspection on June 24, 2024 verified that sufficient cleanup has occurred to meet condition one set out in the Order. However, numerous tarps were observed tucked away in the corners of the property, concealing loose, unsightly materials underneath them. The inspection revealed that beneath the tarps were wooden pallets, water jugs, and numerous recycling bins filled with other chattel. While not specified in the Order, the rear of the property still contains numerous wooden pallets stacked in various locations. Photos of the most recent inspection are included as Attachment 1 of this memo.

Considering the condition of the property, the complaints received and the extensions of time already afforded to the property owner, it remains the recommendation of staff that the appeal of the Order be denied and the Order confirmed by Council.

Denying the appeal and upholding the Order will give the City of Richmond the authority to remove the numerous tarps and the underlying concealed items, along with the remaining pallets. These actions would bring the property into full compliance with the Bylaw.

PHOTOCOPIED
JUN 2 4 2024

& DISTRIBUTED



Staff from Community Bylaws will be present at the Special Council meeting to answer further questions on this matter.

Mark Corrado

Director, Community Bylaws and Licencing

Att. 1: Pictures from June 24, 2024 Inspection

pc: SMT

Clay Adams - Director, Corporate Communications and Marketing

#### Attachment 1



Photo of the front yard 10100 Severn Drive – Photos taken June 24, 2024



Photo of the south side of the back yard



Photo of the south / east side of the back yard 10100 Severn Drive – Photos taken June 24, 2024

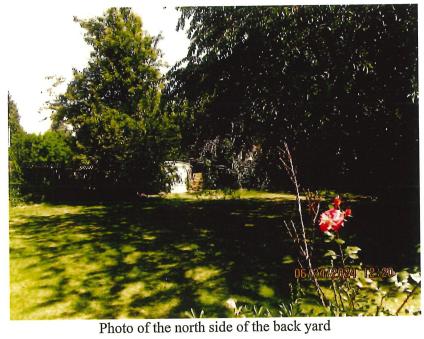




Photo of the north / east corner of the back yard 10100 Severn Drive – Photos taken June 24, 2024



Photo of the north / east corner of the backyard 10100 Severn Drive – Photos taken June 24, 2024



Photo of the north side of the back yard



Photo of the north / west corner of the back yard 10100 Severn Drive – Photos taken June 24, 2024



Photo of the north / west corner of the back yard 10100 Severn Drive – Photos taken June 24, 2024

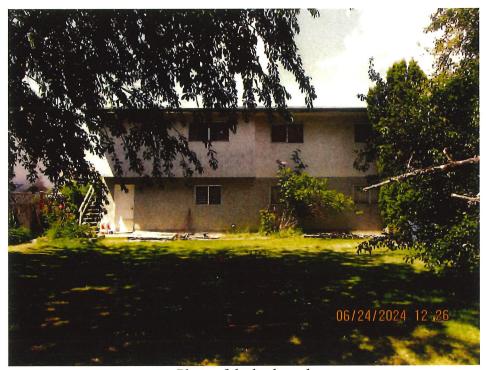


Photo of the back yard 10100 Severn Drive – Photos taken June 24, 2024

TO: MAYOR & EACH COUNCILLOR FROM: CITY CLERK'S OFFICE Schedule 2 to the Minutes of the Special Council meeting of Richmond City Council held on \_ Monday, June 24, 2024.

2024 June 24

To: Mayor Malcolm Brodie and Richmond City Councillors

From: Edward Ken Wong

On behalf of Shirley K Wong, Owner of 10100 Severn Drive, Richmond, BC, V7A 2V3

# APPEAL HEARING TO REQUEST TO CLOSE FILE #164150 AFTER CLEARING & TIDY-UP OF PROPERTY

Dear Mayor Malcolm Brodie and to the Richmond City Councillors:

I am pleased to inform you all that I, along with my brother, Raymond Wong have completed the clearing and tidying up of our mom's property.

Attached 18 latest photos by email to City Clerk to show that the property is cleared and tidied-up and in compliance with the city bylaw.

Special thanks to former Bylaw Manager, Ken Eng for supervising the clearing up, and then Bylaw Officer, Amen Sharma resumed to supervise the clearing up and now comes to conclusion.

Bylaw Manager, Ken Eng quit at the end of March, 2024, and before that in February, 2024, he promised me a few times that the file be closed by end of March after clearing and tidying the open garage and side yard, and he said to continuing clearing the backyard under Amen Sharma's supervision until finish.

The time has come that finally my mom's property is cleared and tidied up.

I would like to apologise to the Mayor & Council members that I let you all down from the last appeal hearing on October 4, 2021, as I let the property lapsed and not tidied up as I was heavily involved with the Interfaith initiatives and functions with St. Monica Parish Roman Catholic Church Ministry with other Faiths, and also as executive member busy in charge of the Highway To Heaven Association along with the Chair, Balwant Sanghera.

It was the end of the COVID lockdown and the Interfaith functions resumed again that got me very busy since December 2021.

Also sent the same 18 photos to Bylaw Officer, Amen Sharma and Bylaw Supervisor, Tracy Christofferson to request for them to inspect the property satisfactorily and to see that the pictures are up to date as of today before the 4pm hearing.

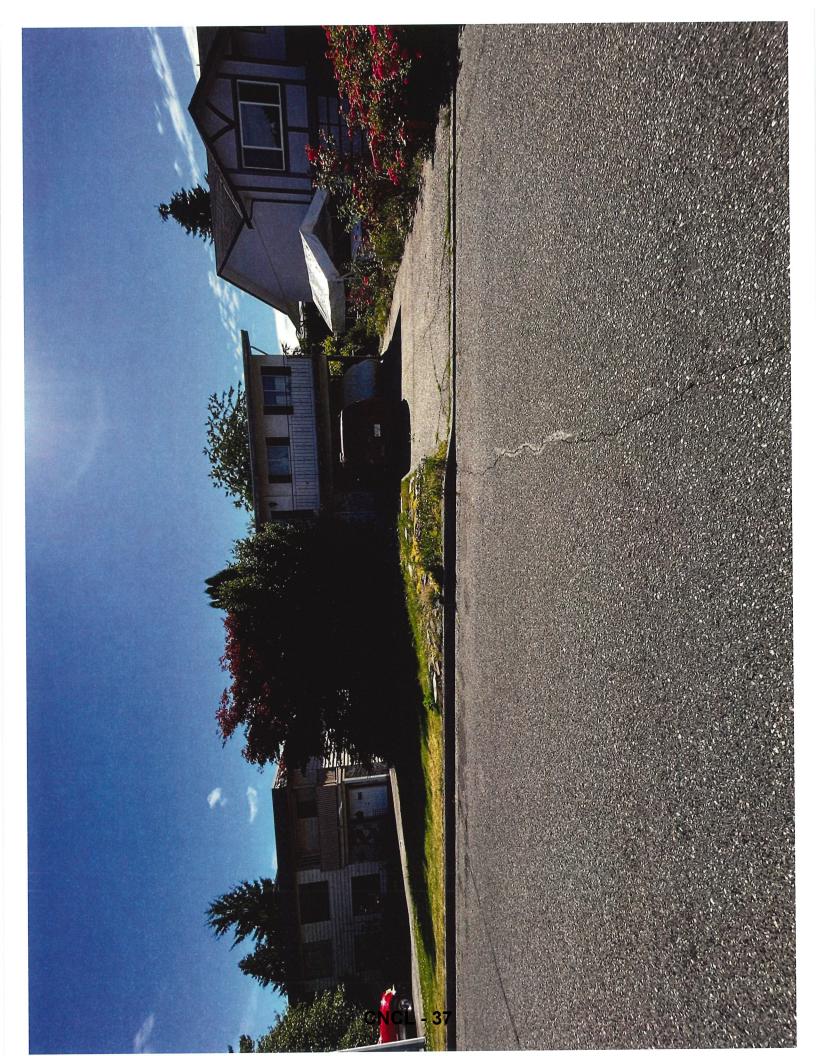
I will not let the property lapsed again as I am sure Bylaw Officer, Amen Sharma will be on the prowl to see that the property will be in compliance.

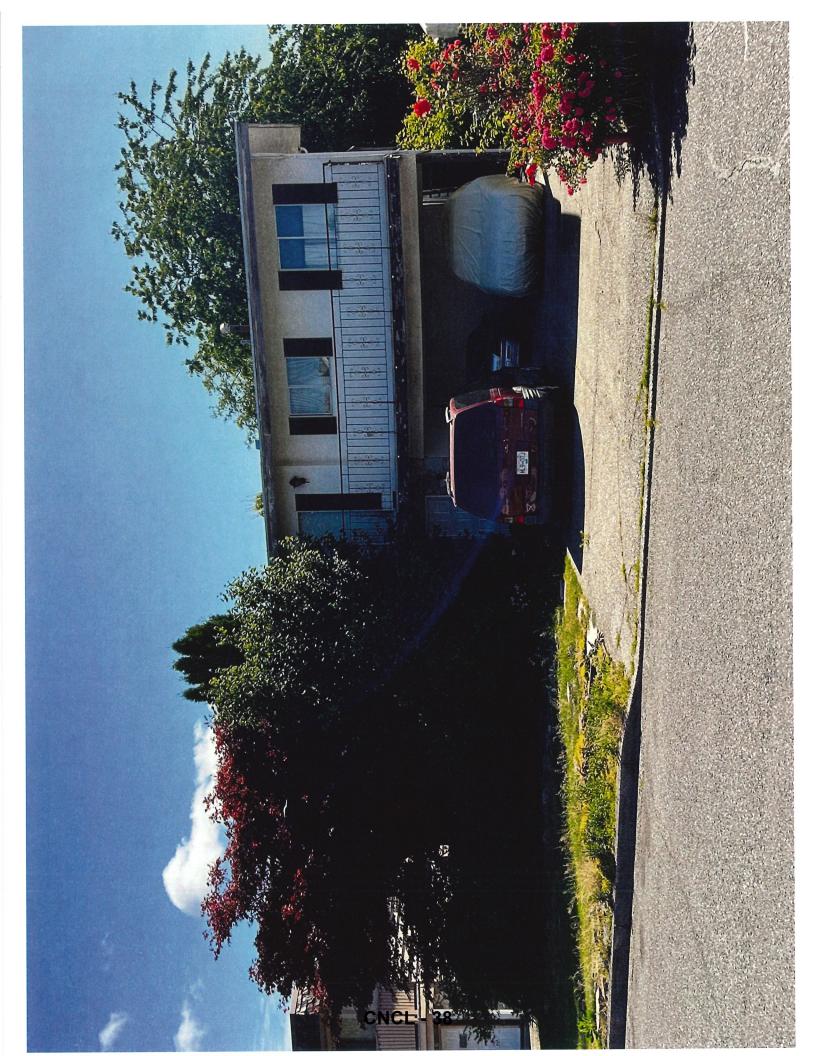
Sincerely,

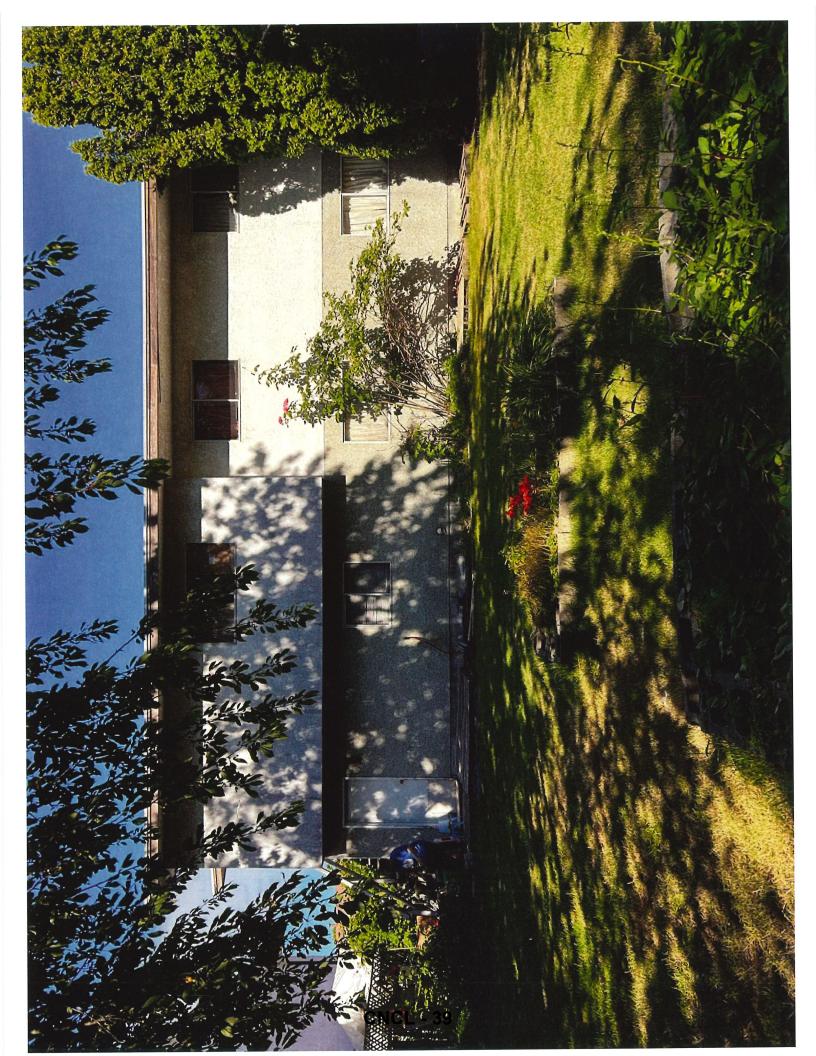
**Edward Ken Wong** 

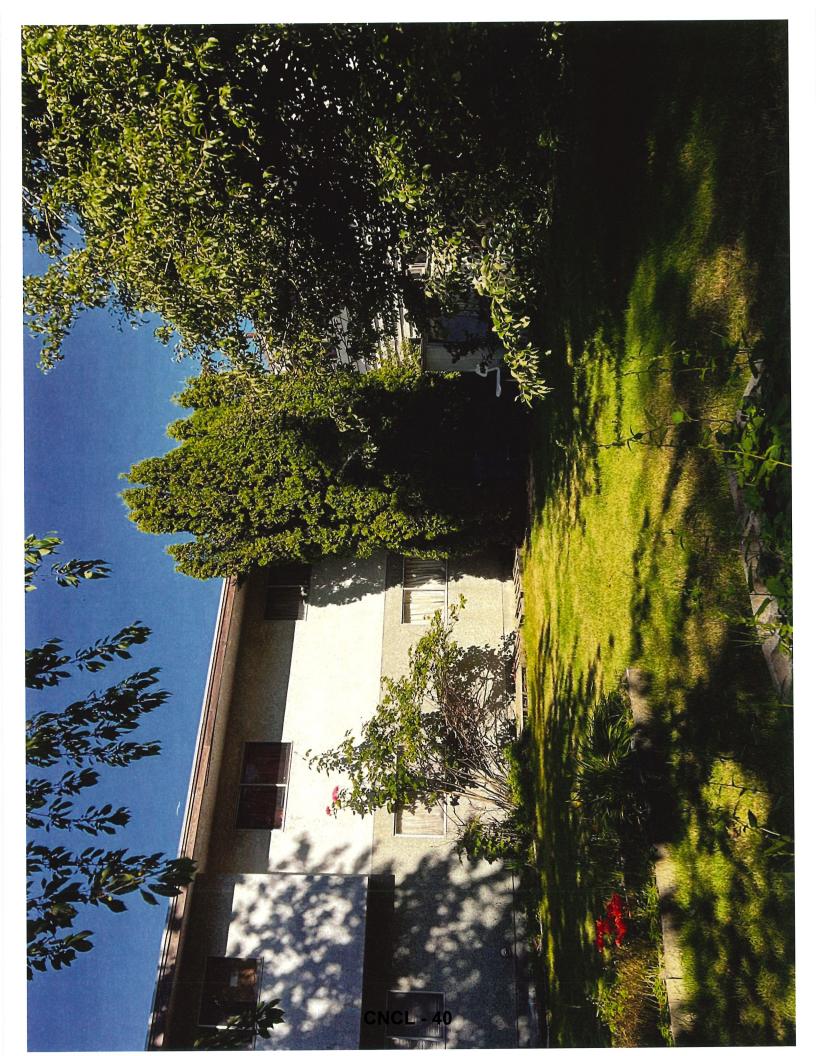
JUN 2 4 2024 & DISTRIBUTED

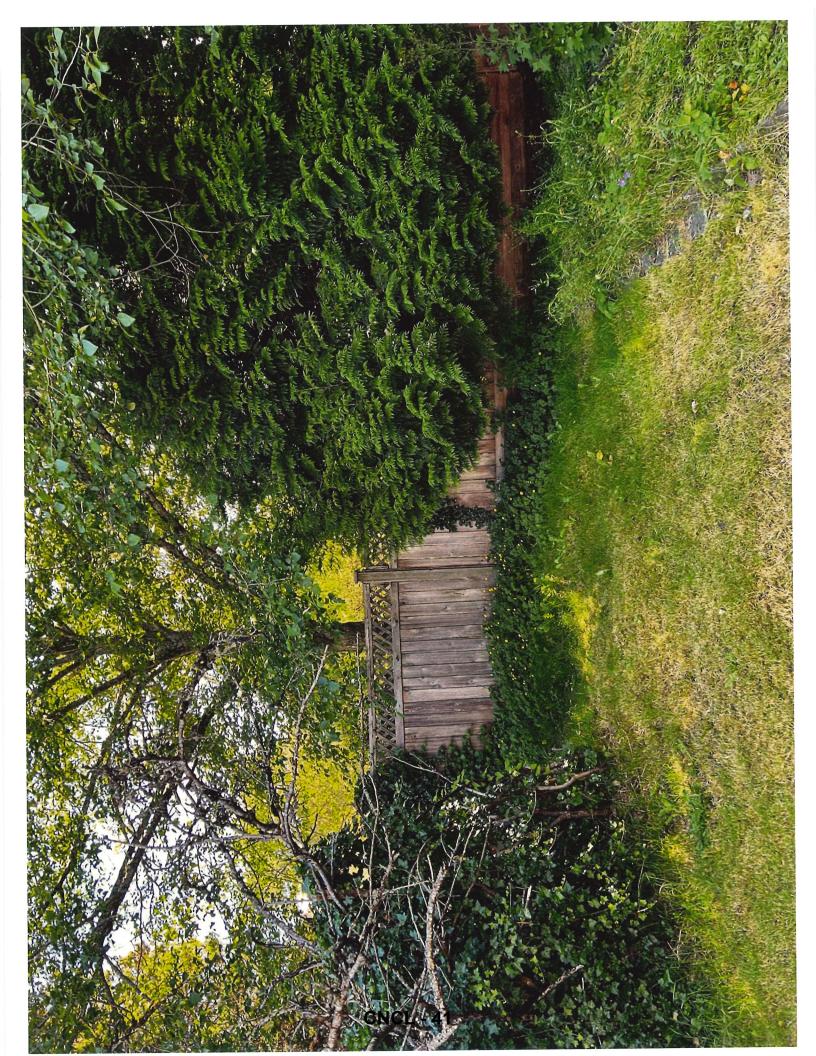




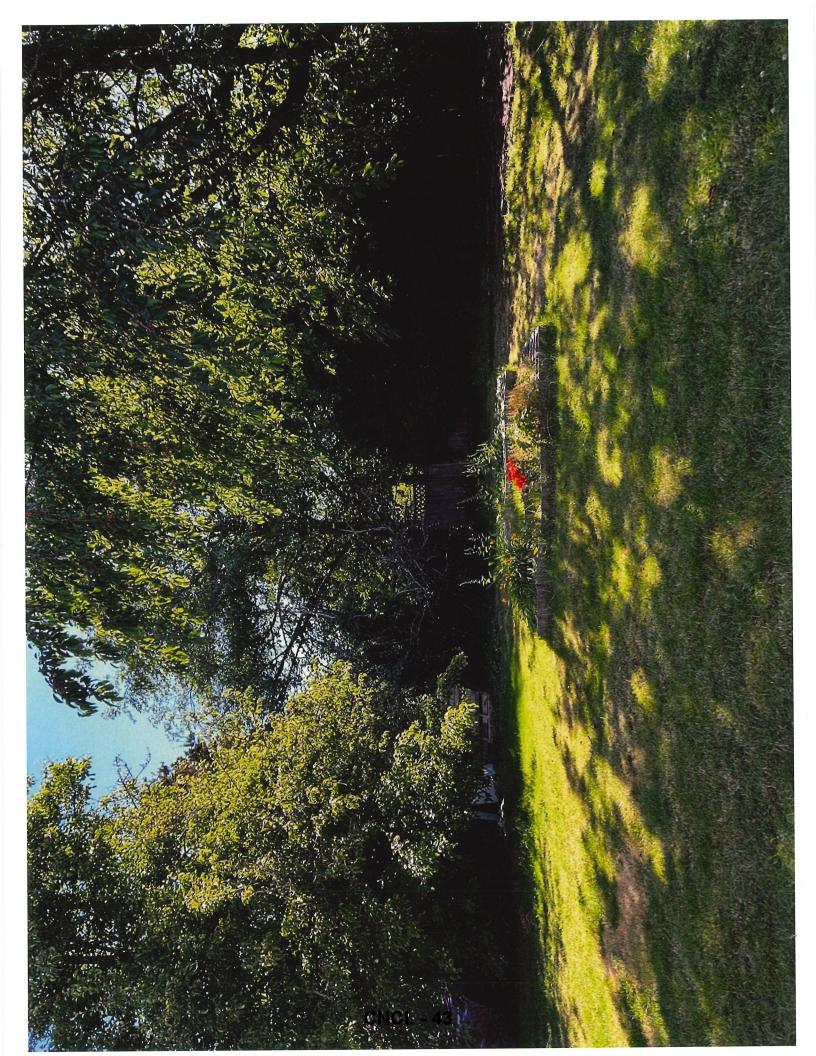


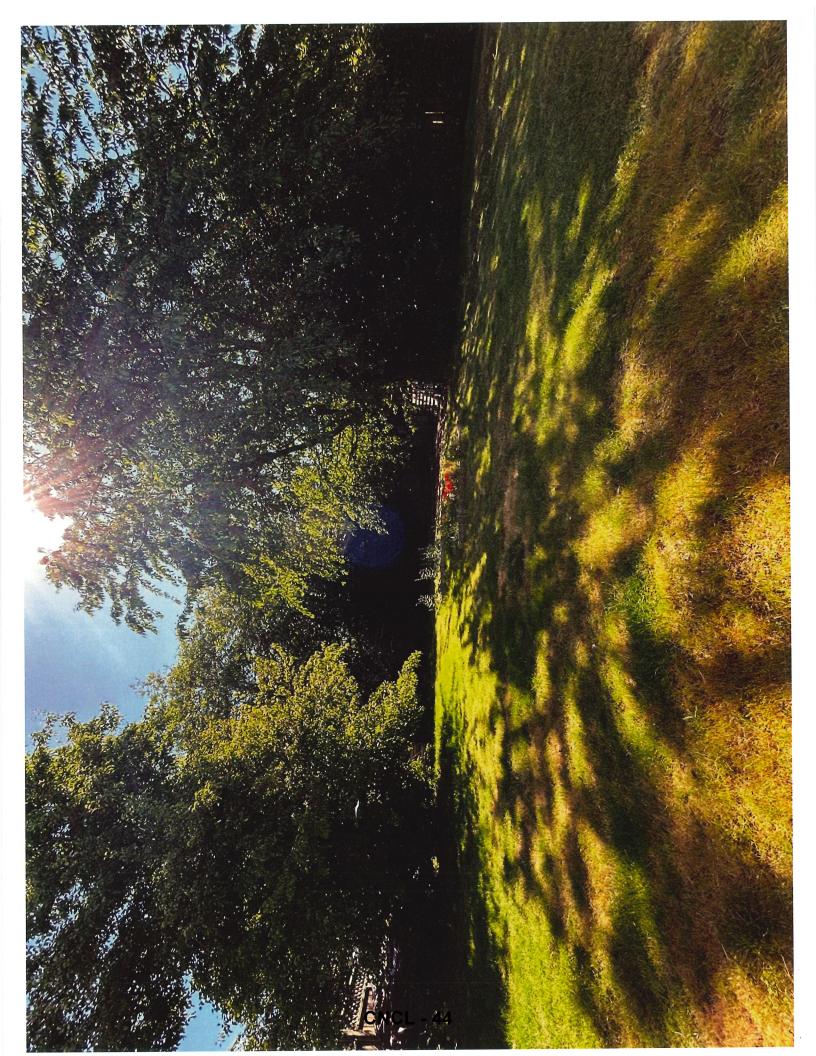


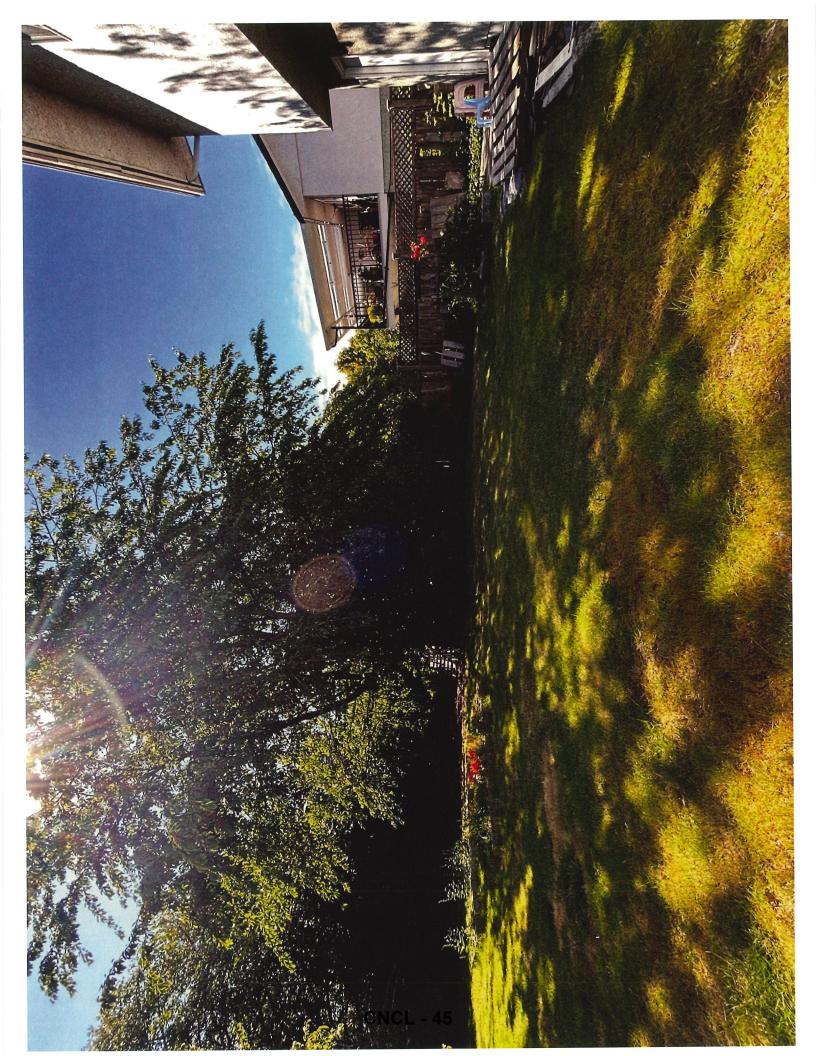


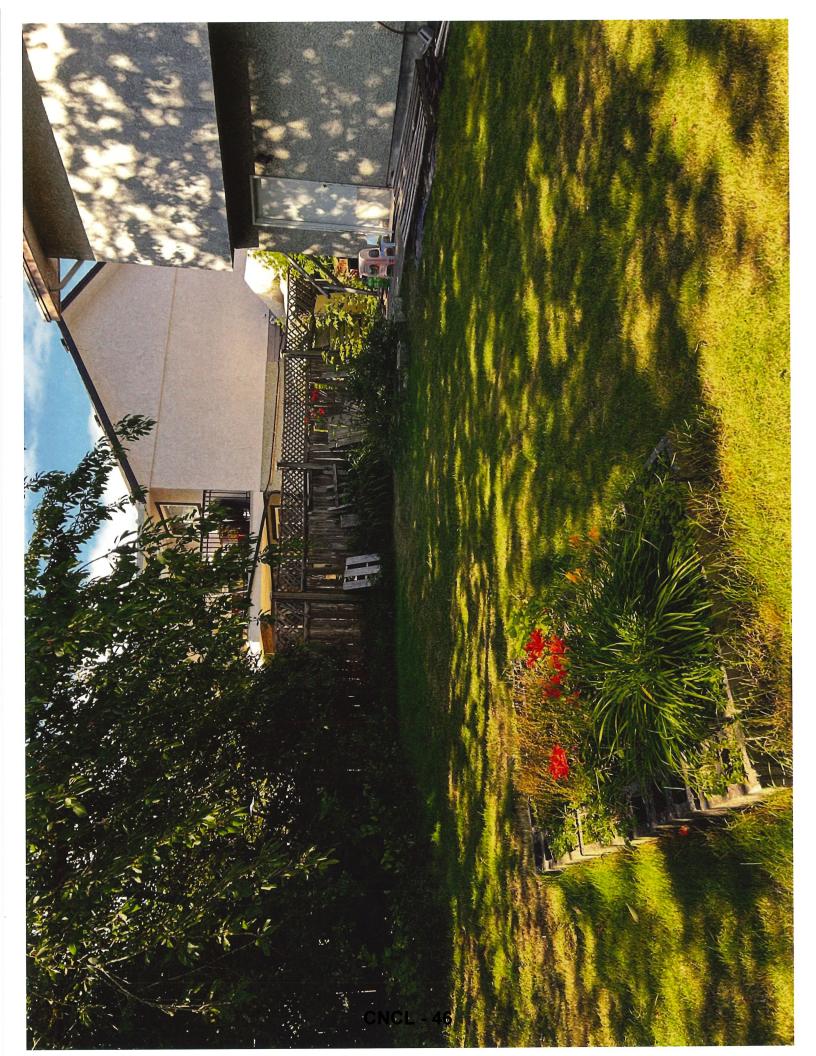


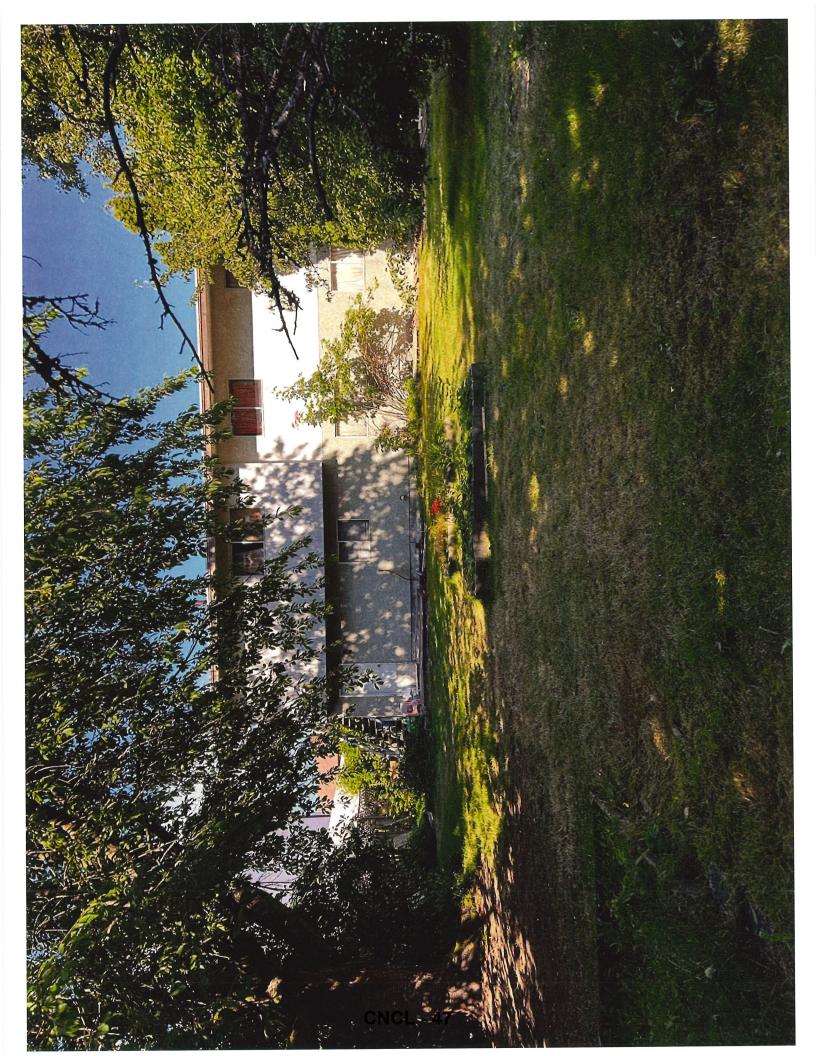


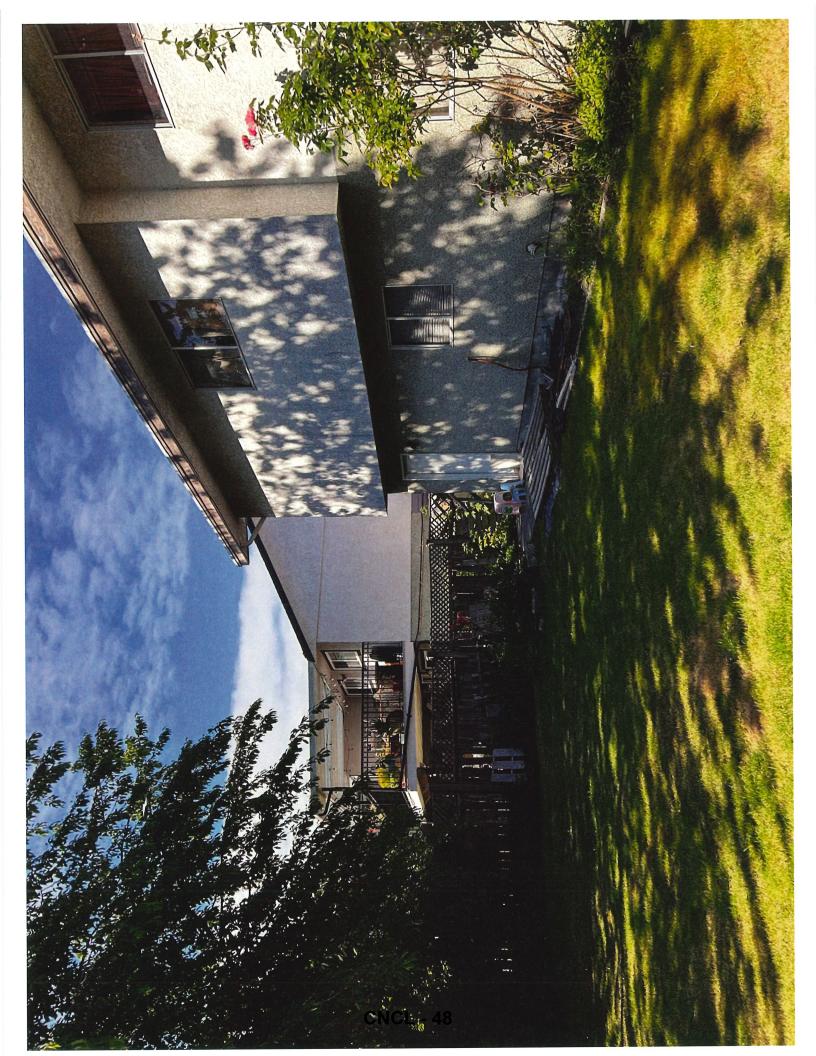


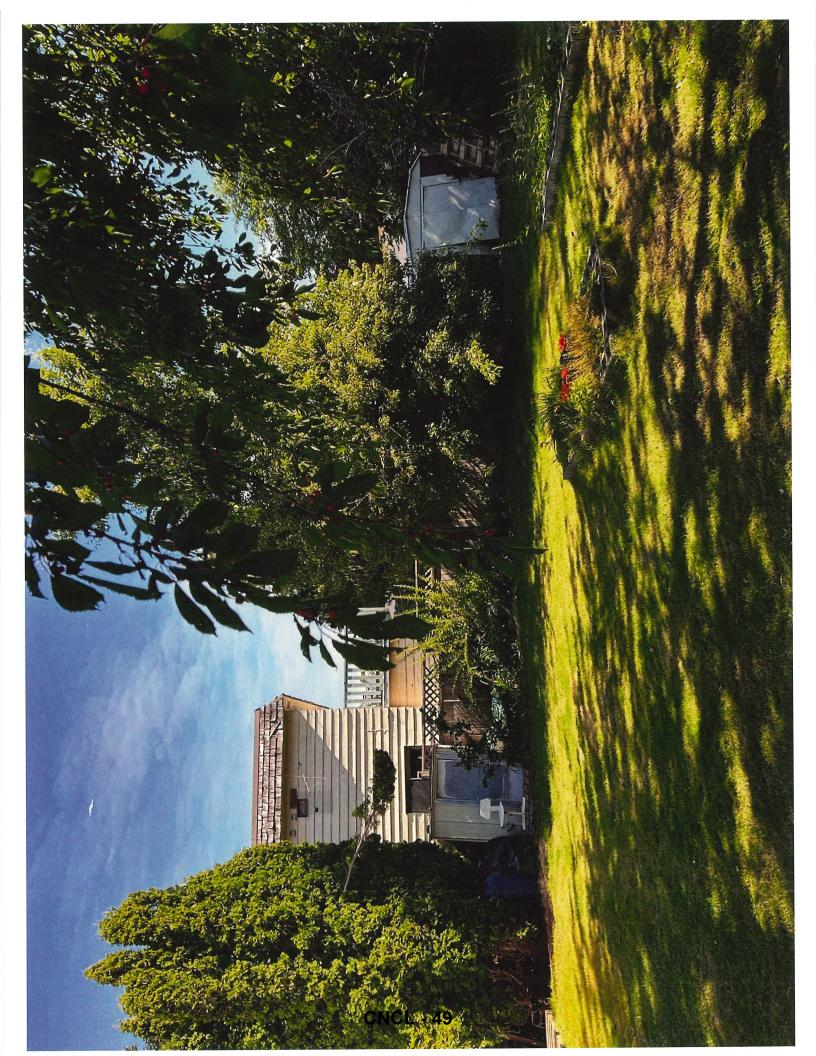


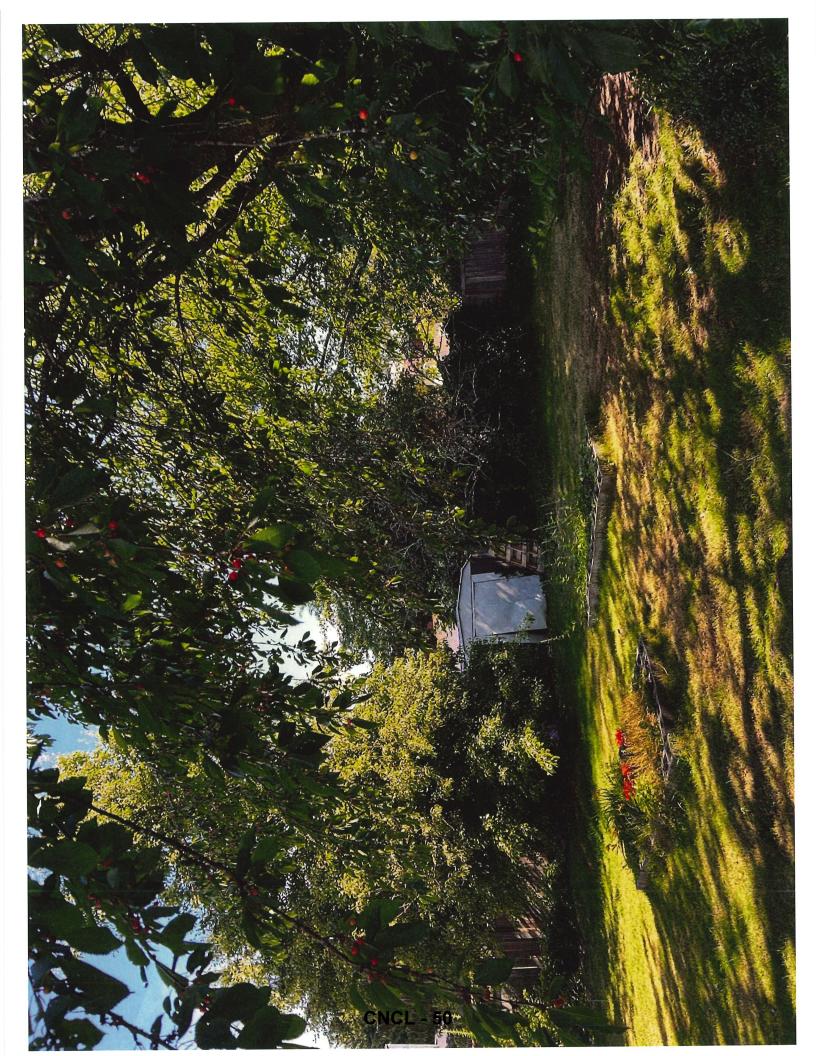


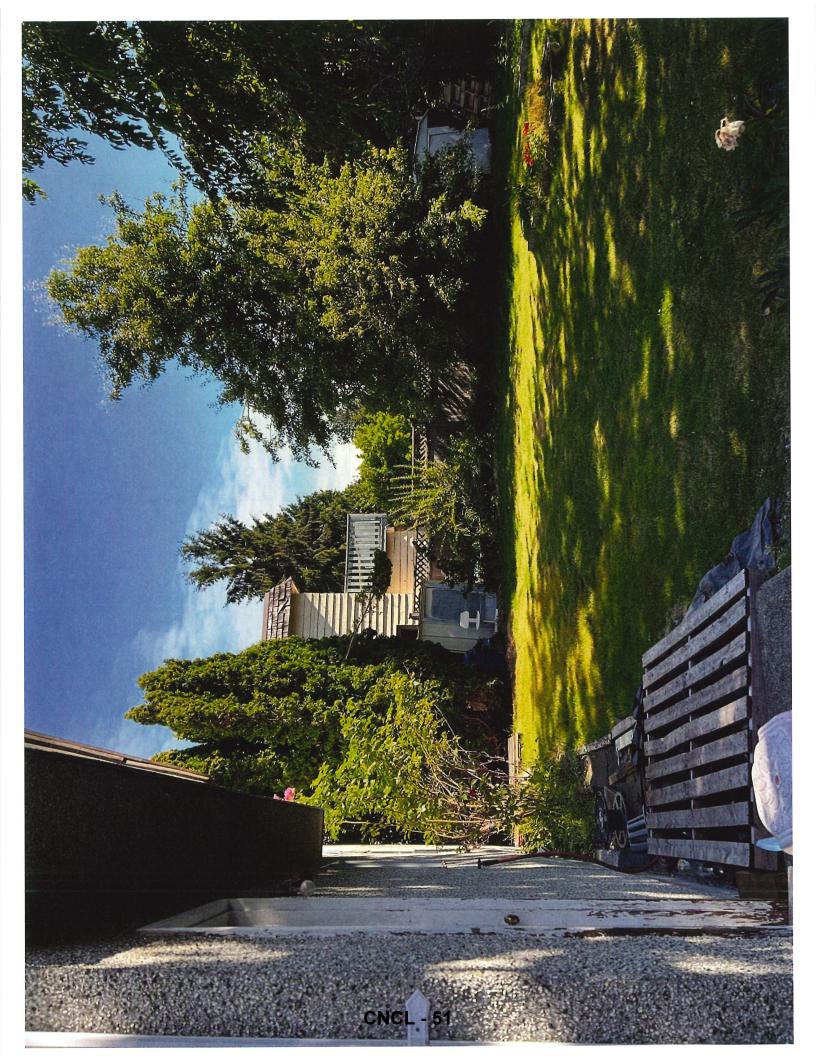


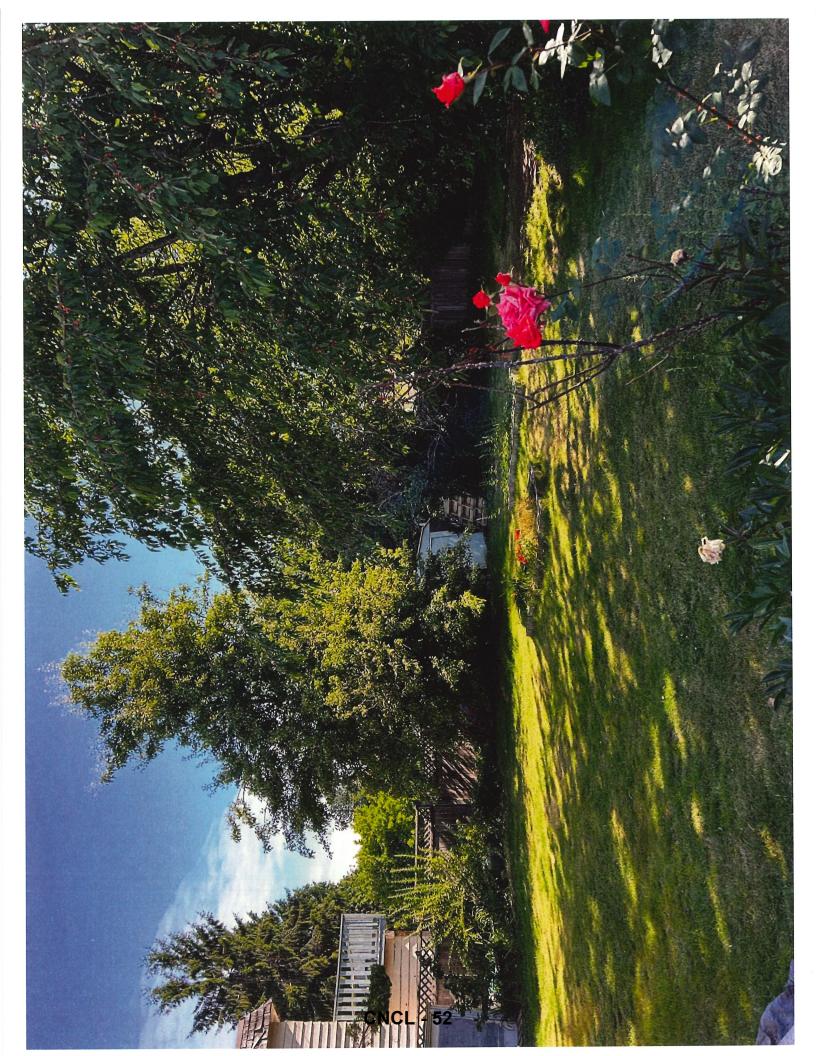


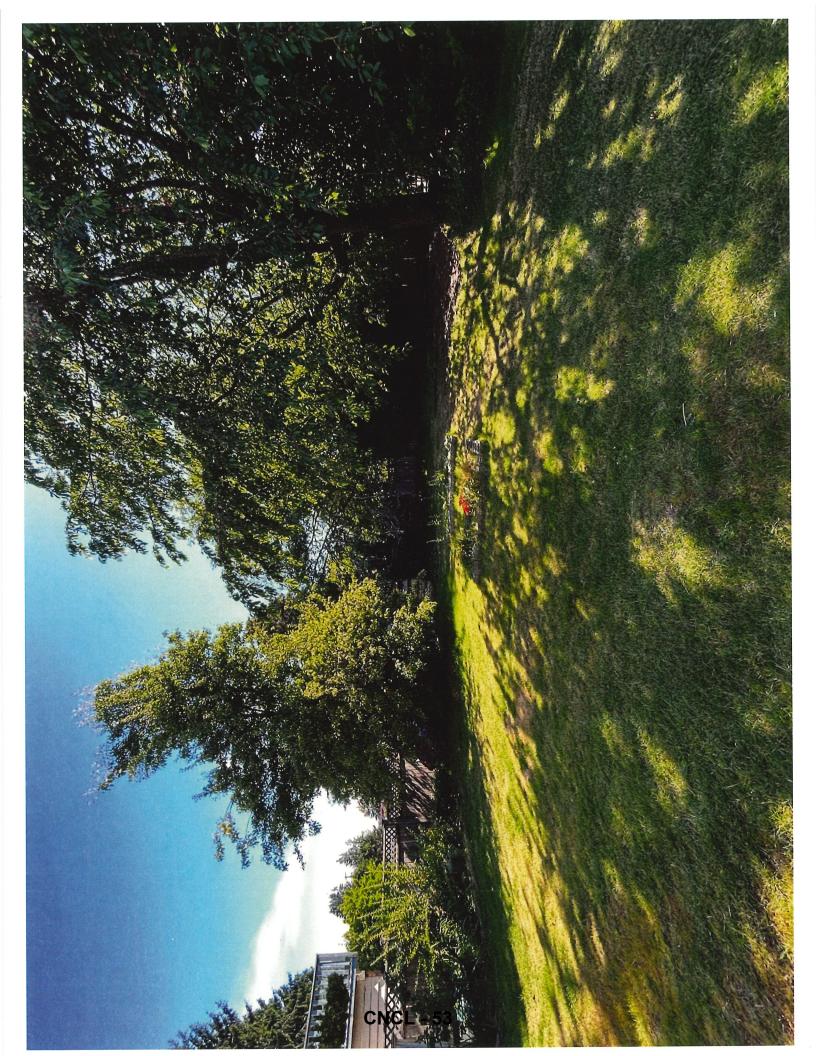


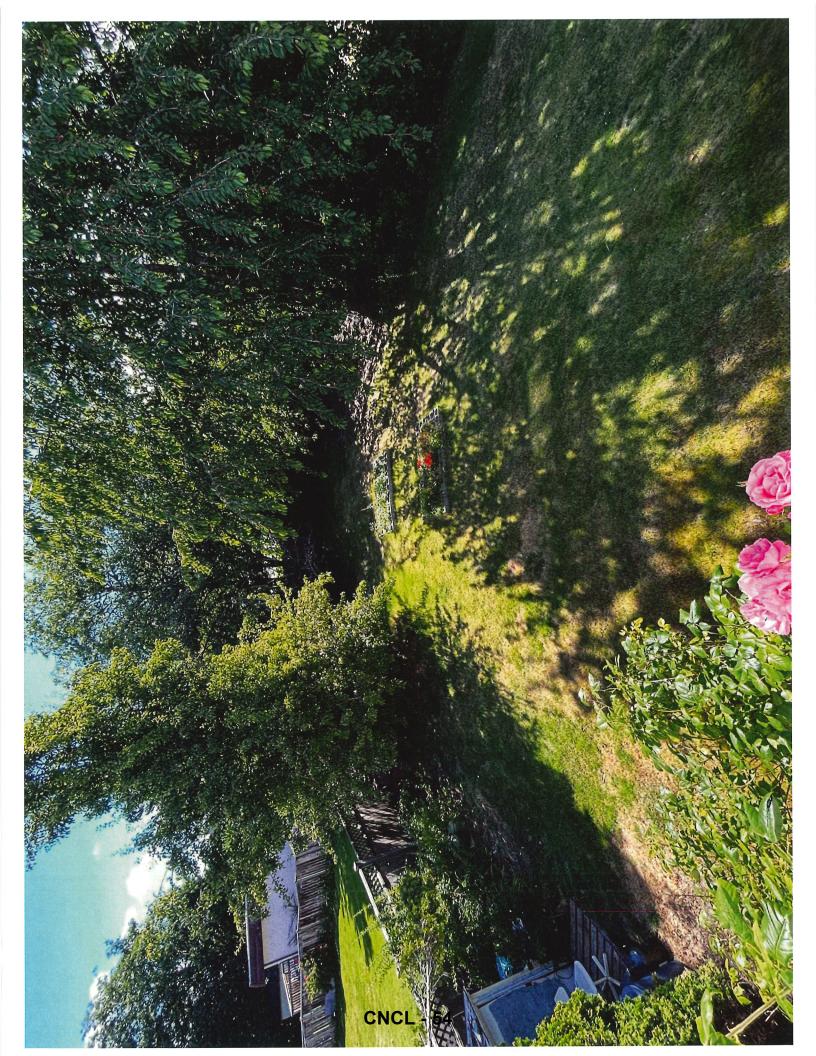












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#### For Metro Vancouver meetings on Friday, June 28, 2024

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: <a href="media@metrovancouver.org">media@metrovancouver.org</a>.

#### **Metro Vancouver Regional District**

#### **Election of the Board Chair**

The Board elected Director Mike Hurley, Mayor of Burnaby, as Chair of the Metro Vancouver Board for 2024.

#### E1.1 Air Quality Advisory Program and Preparedness for 2024

**RECEIVED** 

For over 50 years, the Metro Vancouver Regional District has had delegated authority under the *Environmental Management Act* to regulate the discharge of air contaminants in the region and protect air quality. It has been operating an air quality advisory program for more than 30 years.

Metro Vancouver issues air quality advisories and bulletins for the Lower Fraser Valley to protect public health and safety when regional air quality degrades. Staff work closely with health authorities and other partners to deliver and continuously improve the program to ensure it meets residents' needs. This year, staff modified the format and language of the air quality advisory to improve both clarity and accessibility.

The 2023 wildfire season was the most destructive in BC's recorded history due to warmer and drier conditions. For 2024, forecasts suggest an active spring wildfire season is likely, and spring and summer could be warmer and drier than normal. Metro Vancouver is experiencing the impacts of a changing climate now, with wildfire smoke degrading regional air quality in seven of the last nine summers. This demonstrates the need to reduce greenhouse gas emissions, and the importance of a robust air quality advisory program to protect residents' health.

The Board received the report for the information.

#### E2.1 Research Trial of Ocean Alkalinity Enhancement

**RECEIVED** 

Rising levels of carbon dioxide ( $CO_2$ ) in the atmosphere are pushing more  $CO_2$  into the ocean, causing ocean acidification. Ocean alkalinity enhancement uses natural minerals to remove the  $CO_2$  in seawater. A research trial using the Lions Gate Wastewater Treatment Plant outfall will evaluate the potential of ocean alkalinity enhancement to remove  $CO_2$  from the water in Burrard Inlet. This will help to combat both climate change and ocean acidification. The trial will be undertaken at no cost to Metro Vancouver; staff will support planning for the research and operation of the trial and will report back through committees to the Board.

The Board received the report for the information.

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#### E2.1 Metro 2050 Regional Context Statement – City of Delta

**APPROVED** 

The City of Delta has updated its Official Community Plan (OCP) in response to recent provincial legislation and a ministerial order related to increasing the housing supply in British Columbia. The Delta Regional Context Statement, which is part of the OCP, was also updated to reflect recent changes and to show how the OCP is generally consistent with *Metro 2050*. The MVRD Board considers acceptance of Regional Context Statements to ensure that local aspirations, as laid out in Official Community Plans, align with the regional federation's goals and strategies as expressed in *Metro 2050*.

Staff review determined that the Delta's Regional Context Statement is generally consistent with the goals, strategies, and maps in *Metro 2050*.

The Board accepted the City of Delta's Regional Context Statement as submitted.

#### E3.1 Greater Vancouver Regional Fund – 2023 Annual Report

RECEIVED

TransLink has submitted its annual report containing budget and schedule information on active projects funded with federal gas tax funds through the Greater Vancouver Regional Fund (GVRF) as of December 31, 2023. Although TransLink has historically delivered the majority of its projects on or ahead of schedule, 18 of 21 active projects are currently experiencing delays exceeding three months due to supply chain shortages, uncertainties in ridership recovery following the COVID-19 pandemic, and complexities in project design and requirements. \$214.5 million remains available in the fund for future project funding. This will be the last annual report under the current GVRF program, as the federal Canada Community-Building Fund (CCBF) expired on March 31, 2024. The CCBF is expected to be renewed later this year along with a revised regional program.

The Board received the report for the information.

#### E3.2 2023 Statement of Financial Information

**RECEIVED** 

The Statement of Financial Information Report (SOFI) is produced annually under the *Financial Information Act*. It includes the 2023 audited financial statements; information on remuneration and expenses for staff and elected officials; and information on payments to suppliers for goods and services. The 2023 annual financial statements received a clean audit opinion by the auditors, BDO Canada LLP Chartered Professional Accountants, and were approved by the Board on April 26, 2024.

In 2023, Metro Vancouver concluded bargaining with both the Teamsters and GVRDEU unions, resulting in a three per cent wage increase for 2022, a 4.5 per cent wage increase for 2023, and a one-time lump sum payment of \$2,350 or 4.5 per cent of base wages. Following union bargaining, exempt staff were provided the same general wage increases. Due to a labour dispute in 2023, some exempt staff were required to work additional hours to provide core services resulting in an increase in remuneration. As a result of retroactive pay upon conclusion of collective bargaining, total employee remuneration was \$231.7 million. The average total remuneration for employees who received more than \$75,000 in 2023 was \$125,346. This was a \$10,754 increase over the previous year. Metro Vancouver Board compensation

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was raised 7.1 per cent to align with CPI increases, per Board policy. Travel and training resumed to prepandemic levels, and remained within the approved budget.

The Board received the report for the information.

#### E3.3 Metro Vancouver's 2024 Financial Performance Report No. 1

**RECEIVED** 

The Metro Vancouver 2024 Financial Performance Report No. 1 is the first of three financial performance and forecast reports for 2024, and it includes forecasts to the end of 2024, procurement activity, treasury, continuous improvement reporting, and progress on delivering the Board's strategic priorities. It is forecasted that for 2024, operating surplus to budget will be \$9.2 million (0.8 per cent of the \$1.2 billion budget). This is resulting from anticipated surpluses in Water (\$3.5 million), Liquid Waste (\$1 million), Metro Vancouver Housing (\$1.4 million), and Regional District services (\$5.7 million), primarily due to higher water sales revenues, delays in filling staff vacancies, less spending on consulting and contracting services from project delays, and lower debt service costs due to less borrowing. These surpluses are offset by a projected deficit in Solid Waste Services (\$2.4 million) due to increased contingency disposal costs.

At this point in the year, it is forecasted that for 2024, capital expenditures will be approximately 75 per cent of the \$1.4 billion cash flow. Although spending to date is approximately 10 per cent, or \$130 million of the total planned spending of \$1.4 billion, a significant ramp up in construction and related spending is expected for major projects moving into construction phases, such as the Annacis Water Supply Tunnel, North Shore Wastewater Treatment Plant Program, Second Narrows Water Supply Tunnel, Widgeon Marsh Park Development, and housing development projects including Heather Place B, Kingston Gardens, and Salal Landing.

As a result of lower capital spending than targeted, long-term borrowing for 2024 is anticipated to be \$350 million versus \$482 million as planned. Investment returns are averaging 4.51 per cent and are expected to remain favorable in the current high-interest environment as maturing investments are reinvested in higher yielding products. Cash flow projections are on target and remain positive.

For the first quarter of 2024, procurement activity included four awards approved by the Board with a value of \$72.1 million, which is 81 per cent of the total value of awarded contracts in the first quarter. There are currently 140 continuous improvement initiatives underway that will continue to advance the Board's strategic priorities.

The Board received the report for the information.

## G1.1 Regional Growth Strategy Amendment Bylaw No. 1380, 2024 – Metro 2050 Type 3 Proposed Amendment to Reflect Accepted Regional Context Statements and Correct Minor Error

**APPROVED** 

In February 2024, the Board initiated a Type 3 Amendment to *Metro 2050* and gave first, second, and third readings to an amendment bylaw that corrects minor inconsistencies in terminology, formatting, numerical references, and mapping. It also includes mapping revisions that stem from Board accepted regional context statements, regional land use amendments made under the municipal flexibility clause,

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updates to *Metro 2050* reference maps based on new data (e.g. new sensitive ecosystem inventory map), and corrections to map text and designation boundaries.

As required by the *Local Government Act* and *Metro 2050*, Metro Vancouver notified affected local governments and agencies of the proposed amendment. Responses expressing no objection were received from two affected local governments and one First Nation.

The Board received for information the comments from the affected local governments and agencies as presented then adopted adopt *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1380, 2024.* 

## G1.1 Regional Growth Strategy Amendment Bylaw No. 1378, 2024 – Metro 2050 Type 3 Proposed Amendment to Reflect the Electoral Area A Official Community Plan

In February 2024, the Board initiated a Type 2 and a Type 3 Amendment to *Metro 2050*, and two amending bylaws to better align the regional growth strategy's land use designations with the Board-adopted 2018 *Electoral Area A Official Community Plan Bylaw* that applies to the majority of the rural and remote portions of the Electoral Area (excluding UBC, UEL, Bowyer Island, Passage Island, and First Nation reserve lands).

Staff have identified *Metro 2050* regional land use designation changes to 92 parcels based on a detailed review of the OCP designations relative to regional land use designations and mapping improvements in the rural and remote reaches of Electoral Area A.

As required by the *Local Government Act* and *Metro 2050*, Metro Vancouver notified affected local governments and agencies of the proposed amendment. Responses were received from three affected local governments, one local First Nations, and one agency, all of which expressed either no objection or no comment.

The Board received for information the comments from the affected local governments and agencies as presented, then adopted both *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1378, 2024* and *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1379, 2024*.

#### **H1 Notice of Motion**

Directors Andrew Leonard and Patrick Johnstone submitted the following Notice of Motion:

Whereas Metro Vancouver Board and committee member travel expenses have increased significantly this term and policy improvements can address issues of allocation, oversight, and reporting of such travel;

Whereas all Metro Vancouver Board and committee members have an interest in the information and outcomes of member-attended conferences, events, study tours, and meetings;

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Whereas transparent and equitable policies should be created for use of all Metro Vancouver resources applied to Metro Vancouver Board member representation at such functions;

Whereas the above is in service of good governance, transparency, and strong relationships between the Board, the member communities, and the public they serve in the disposition of limited resources;

BE IT RESOLVED: That international travel to attend conferences, events, study tours, and meetings on behalf of Metro Vancouver by Board or committee members be subject to Board approval which includes a summary of the request to the Board in an open meeting including:

- name of the attendee(s) and relevant Board or committee role(s)
- a statement of expected value to be derived because of attending the function from the attendee and staff
- projected travel expenses
- projected remuneration expenses
- projected amount of other expenses expected to be incurred

BE IT FURTHER RESOLVED: That any participation by Metro Vancouver Board or committee representatives at conferences, events, study tours and meetings that would incur overnight accommodation outside of British Columbia shall require a written report of the function by the attendee(s) in May or October in each year. This report shall be a provided at an open meeting of the Board, and include:

- a summary of the event and key activities
- the value to Metro Vancouver derived because of the attendee's participation in the event
- a summary of actual expenses incurred

BE IT FURTHER RESOLVED: That staff be directed to bring back to the Board for consideration revised travel policies for Board and Committee members that are consistent with the above resolutions, set annual travel expense limits, and recognize the benefit of Board participation in exchange and learning while demonstrating fiscal responsibility that builds public trust; by the November 2024 regular meeting of the Board.

The motion was referred to Metro Vancouver staff to report back on existing travel policies and approval procedures for Board and Committee members.

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

The Board received information items and delegation summaries from standing committees as follows.

#### Indigenous Relations Committee - June 5, 2024

Information Items:

#### **E1 Quarterly Update Report on Reconciliation Activities**

This update report provides a summary of reconciliation events and activities undertaken or planned by the Metro Vancouver Indigenous Relations Department for the second and third quarters of 2024.

#### **BOARD IN BRIEF**

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#### Regional Culture Committee – June 12, 2024

Information Items:

#### E2 Metro Vancouver 2024 Regional Cultural Grants: Adjudication Process

Metro Vancouver's annual regional cultural project grants, funded by the Cultural Grants Reserve, support region-serving arts and culture projects. This report is to provide the committee with an overview of the adjudication process. Staff has undertaken an initial review of all applications and removed any that did not meet the application criteria. Those meeting the criteria will be provided to the committee for review. Staff will then present shortlisted applications for adjudication by the committee at its July 12, 2024 meeting. At that meeting, the committee will discuss a recommendation for grant awards to a cap of \$10,000 per project and a total distribution of \$300,000. The committee's recommended allocations will be presented to the July 26, 2024 MVRD Board meeting for final approval.

#### Climate Action Committee – June 13, 2024

Information Items:

#### E2 Residential Indoor Wood Burning Public Education Campaign

Wood smoke from residential indoor wood burning is the most significant source of emissions of fine particulate matter ( $PM_{2.5}$ ) in the region, contributing more than a quarter of the total annual regional  $PM_{2.5}$  emissions. The *Residential Indoor Wood Burning Emission Regulation Bylaw* is designed to reduce emissions of and exposure to  $PM_{2.5}$  and the known health impacts by promoting the use of cleaner wood-burning practices and technologies, including the use of cleaner burning appliances and fuels. The final phase of requirements, for appliances in urban areas to be registered before use, comes into effect in September 2025.

#### Regional Planning Committee – June 14, 2024

**Delegation Summaries:** 

#### C1 Doreann Mayhew, General Manager of Development, City of Delta

Subject: City of Delta Regional Context Statement

#### Metro Vancouver Housing

#### E1.1 Launch of the Metro Vancouver Housing Bursaries and Awards Program

**APPROVED** 

Metro Vancouver Housing continues to grow its community development initiatives. To support a key pillar of poverty alleviation programming, Metro Vancouver Housing will be making bursaries and awards available to tenants in need. This initiative will aid ongoing conversations and programming targeted at education and breaking the cycle of poverty within families.

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If approved, the application process will close in August each year, and candidates will be evaluated by an inter-departmental staff committee. Staff will report out to the committee and Board each fall regarding successful candidates. Metro Vancouver Housing is a non-profit housing provider; revenues earned through rents are assigned to capital maintenance, staffing and tenant programming costs. With Board approval, a total of \$10,000 from operating revenue will be allocated for bursaries and awards. This amount can be accommodated within the Board-approved 2024 Metro Vancouver Housing operating budget.

The Board approved the launch of the Metro Vancouver Housing Bursaries and Awards Program in the amount of \$10,000 total annually.

#### **Greater Vancouver Water District**

No public agenda items.

#### **Greater Vancouver Sewerage and Drainage District**

#### **E1.1 Solid Waste Management Plan Vision and Guiding Principles**

**APPROVED** 

Metro Vancouver is developing an updated solid waste management plan, building on the strengths of the current plan, and identifying opportunities for accelerating waste reduction and recycling, reducing greenhouse gas emissions, and promoting a circular economy. In 2023, Metro Vancouver conducted engagement on key values and priorities to include in the draft vision and guiding principles for an updated solid waste management plan.

Engagement was implemented with advice from a panel of experts to support Metro Vancouver's commitment to robust and inclusive engagement processes. The vision and guiding principles will inform criteria used to evaluate potential strategies and actions in subsequent phases of the plan update process, and encompass key themes such as collaboration, accountability, transparency, accessibility, innovation, affordability, waste prevention, and climate action.

The Board approved the vision and guiding principles for an updated regional solid waste management plan as presented.

#### G1.1 GVS&DD Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 379, 2024

**APPROVED** 

Updates to the tipping fee bylaw aim to:

- Streamline definitions
- Strengthen records management requirements related to generator levy provisions
- · Improve enforceability of the bylaw

The updates make no changes to the applicability of the generator levy. Metro Vancouver's robust policy and regulatory framework is a key contributor to its North American-leading waste reduction and recycling success, and its cost-effective, competitive solid waste system. Metro Vancouver's public solid

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604-432-6200

metrovancouver.org

waste system provides many benefits, including free recycling for many materials at Metro Vancouver recycling and waste centres with funding from garbage tipping fees.

The generator levy, implemented in 2018, ensures all generators of garbage in the region contribute to the cost of the regional solid waste system. The generator levy also encourages the use of regional solid waste facilities where recycling is promoted through disposal bans.

The Board gave first, second, and third readings to *Greater Vancouver Sewerage and Drainage District Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 379, 2024* then adopted it.

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

The Board received information items and delegation summaries from a standing committee

Zero Waste Committee - June 13, 2024

Information Items:

#### E2 Update on the Love Food Hate Waste Canada Campaign for 2023-2024

As part of its commitment to waste prevention, Metro Vancouver launched a regional Love Food Hate Waste (LFHW) campaign in 2015 to prevent household food waste. Building on the success of the regional campaign, Metro Vancouver launched a national campaign, called Love Food Hate Waste Canada (LFHW Canada) through the National Zero Waste Council in 2018.

As Canada's leading resource to prevent household food waste, LFHW Canada offers simple, actionable tips to help Canadians make their food go further and waste less. National and local activations work together to enable citizens to hear consistent messaging through a variety of outreach, communication, and media efforts, driving behaviour change over the long term. Through this cross-platform delivery, LFHW Canada garnered nearly 18 million impressions in 2023 and early 2024.

Metro Vancouver is one of eight partners in this national bilingual campaign. As a partner, Metro Vancouver receives creative materials for regional activations and benefits from national media buys, access to influencers, and press outreach. The regional campaign performed strongly in 2023 and early 2024 with over four million impressions, a reach of over 930,000, and over 6,000 social media engagements.



To: Mayor and Councillors Date: June 28, 2024

Cc: SMT

Caty Liu, Library Board Chair

From: Susan Walters, Chief Librarian

Re: 2023 Annual Report to the Community

On behalf of the Richmond Public Library Board, I am pleased to share a copy of our 2023 Annual Report (Attachment 1) to the community with you.

The report will be posted on the library's website <a href="https://www.yourlibrary.ca/about/annual\_report/">https://www.yourlibrary.ca/about/annual\_report/</a> and our Board Chair, Caty Liu, and I are looking forward to the opportunity to formally present the Annual Report to you at the July 8, 2024, Council Meeting.

Some notable report highlights include:

- Hosting the Indigenous Author Series, which connected community to Indigenous authors, artists and illustrators, and provided opportunities for learning and reflection.
- The introduction of innovative new digital options such as the Instant Access Digital Library Card, automatic renewals, and study spaces that are bookable online, enhancing digital and in-person library experiences.
- The wide range of programs emphasizing diversity and inclusion, including the launch of the Human Library®, facilitating conversations that challenged prejudices and stereotypes.

City Council's ongoing support for the library is greatly appreciated and helps us create a wide range of opportunities for our community to learn, connect, and belong.

Should you have any questions or require further information, please contact me at 604-231-6466 or 778-689-4634.

Swatters.

Susan Walters Chief Librarian

Att. 1 Richmond Public Library 2023 Annual Report to Community



# ANNUAL REPORT 2023



## **GREETINGS FROM THE MAYOR**

In Richmond, collaboration is a cornerstone of our ongoing efforts to build a vibrant, resilient, and active community.

Throughout 2023, City and Richmond Public Library staff worked together on several pivotal initiatives to ensure ongoing support for our community. Notably, the Community Services Pop Ups, which provided vital resources and support for residents at risk of or living in poverty, were extended; over 1,000 people connected with 35 local organizations. Building on this success, the Community Services Connectors initiative launched in early 2024.



The library also plays a crucial role in cultivating a vibrant Richmond by promoting cross-cultural communication and fostering the exchange of ideas. Through initiatives such as the Islamic Art Experience, Lunar New Year celebrations, and Pride Week, the library actively encourages everyone to learn about the diverse populations within our city, promoting harmony.

These are just a handful of ways the library creates a place for Richmond residents and visitors to connect, learn, and belong. I invite you to read on through this year's Annual Report to find out more about the library's essential role in our community.

It's almost time for the annual Summer Reading Club and I am looking forward to handing out medals at the Finale event to all the deserving young readers who complete their reading challenges. If your children have not taken part in the Summer Reading Club before, make 2024 the year to start a new family tradition!

In closing, I extend heartfelt thanks to the library board trustees, volunteers, community partners, and the Friends of the Richmond Library. Your engagement, time, expertise, and enthusiasm enhance our library's resources, programs, and services, and, by extension, the library experience for all.

Malcolm D. Brodie Mayor

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## MESSAGE FROM THE BOARD CHAIR AND CHIEF LIBRARIAN

We are delighted to share Richmond Public Library's 2023 Annual Report to the community, reflecting a year of growth, innovation, and community engagement. As an essential hub for connection, exploration, and learning, the library has evolved alongside our vibrant community.

In 2023, Brighouse library underwent lobby renovations to provide visitors with ample space for browsing, studying, and connecting. The library also introduced impactful programs like the Human Library® and the Indigenous Author Series, aimed at celebrating cultural diversity and fostering meaningful community dialogue, and invested in cuttingedge crafting and maker technology to enrich the library experience. Large-print keyboards were also installed to offer accessible options for library users.

The introduction of the Instant Access Digital Library Card has allowed more community members to immediately enjoy the variety of library resources available online. Automatic renewals have simplified the borrowing process for customers, and the library's digital collection has grown extensively, truly offering something for everyone.

The library always looks for ways to move beyond the walls of our four locations. In 2023, we visited dozens of schools, seniors' facilities, faith centres, and homebound Richmond residents, and took part in community events like the Lighting of the Hamilton Fire Hall, the Steveston Salmon Festival, and the RCMP Toy Drive. We are committed to bringing the library to where community gathers at events around the city.

We extend our deepest thanks to our community for your enthusiastic participation in the library's public consultation earlier this year as part of our 2024-2028 strategic planning process. Your insights and feedback have been invaluable as we shape the future of our library together. We look forward to sharing this new strategic plan later in 2024, reflecting our shared vision for the years ahead.

As we look to the future, we invite you to come and experience all that Richmond Public Library offers. Pop into one of our four locations, explore our refreshed space at Brighouse Library, and connect with our incredible staff. You may be surprised at what you discover and the opportunities that await!





ALAX

Caty Liu Board Chair

Swatters.

Susan Walters Chief Librarian

**CNCL - 65** 

## **BUILD AND GROW OUR COMMUNITY**

#### **Ensure Every Child Has a Library Card**

43 classes with 1,285 students and teachers were welcomed into the library for immersive tours, facilitating on-the-spot library card registrations.

As part of the Inspire Curiosity library card initiative, over 850 new library cards were created for students in Grades 1, 4 and 8 last year.



#### **Reach Out to Vulnerable Populations**

The Speak Survey, hosted in partnership with the Richmond Poverty Reduction Committee and Vancouver Coastal Health, empowered vulnerable individuals to share their post-COVID experiences pertaining to food security, mental health support, social isolation, and access to employment within their communities. Additionally, 75 participants took part in four Expressive Art Therapy workshops, offered to acknowledge Mental Health Awareness Week.

#### **Respond to Community Needs**

#### **Technology Programs**

The Robotics Borrow and Learn program, featuring Sphero indi robots, started in late 2023. Sphero indi's are portable, programmable cars that use colourful mats to teach coding and robotics to children as young as four. In response to this program's popularity, the library expanded its robotics programming at our Ironwood location in spring 2024. The library extends special thanks to the Friends of the Richmond Library for funding the purchase of the Sphero indi robots!



**CNCL - 66** 

#### **Economic Recovery Programs**

As part of the library's commitment to support our community's residents during challenging economic times, the library offered over 100 programs devoted to financial literacy and professional development, attended by over 1,500 community members. This included programs like tax clinics, a resume clinic, job fairs, and a basic English class for women.

#### **Diversity and Inclusion Programs**

Libraries foster inclusive and equitable societies by offering programs where all are welcome, that foster understanding, and that build community. From the Islamic Art Experience to Pride Week, over 30 programs were dedicated to diversity and inclusion, reaching over 2,000 attendees.

In its inaugural year at Richmond Public Library, the Human Library® facilitated conversations that challenged prejudices and stereotypes while fostering greater cohesion across social, ethnic, and religious divisions. The event welcomed nine volunteer "Books" and engaged with 26 participant readers across 50 reading sessions.

#### **Children and Family Programs**

Babytime and Storytime serve as cornerstones for building critical pre-literacy skills such as language development and reading comprehension. To encourage and support reading readiness, early literacy programs were expanded in 2023. The library offered almost 850 Babytime and Storytime sessions impacting over 16,000 children and their families. Tots & Tea and Nobody's Perfect drop-in programs were also introduced in partnership with local organizations Aspire Richmond and Richmond Family Place, offering support and connection points to library resources and services for caregivers.

#### **Adult Literacy Programs**

The library's second annual Richmond Reads program brought together teens and adults to read and discuss Simu Liu's "We Were Dreamers."

Over two months, 151 customers took part and 64 completed the Summer Reading Passport contest.

Throughout the year, community members interacted personally with authors through enlightening author talks and interactive workshops with Writer-In-Residence Audrey Thomas, novelist Sonya Lalli, barbecue expert Ron Shewchuk, and local gardening expert Gary Lewis, who collectively attracted over 500 attendees. 59 book club discussions were also held across all four locations, with 644 participants. The library's 250+ book club sets inspired many independent book club meet ups.



## DEVELOP AND LEVERAGE OUR RESOURCES





#### **Broaden and Deepen Civic Relations**

To support community members residing in the Hamilton neighbourhood, the library's Hamilton presence offers in-person pop up library service once a week. Additionally, it provides seven-day-a-week access to Richmond Public Library's book dispenser filled with new and popular bestsellers for all ages and DVDs, and hosts periodic preschooland school-aged library programming.

#### **Invest in Staff**

Library staff devoted 1,294 hours to training throughout the year. Customer-facing staff participated in specialized training in conflict resolution, leadership, intellectual freedom principles, and supporting vulnerable customers. This training has ensured that staff feel confident to foster positive relations between diverse community members, and that everyone feels safe and welcome at the library.

### **Explore Options for Revenue Generation**

The library has always welcomed opportunities to collaborate with local organizations and individuals with skills or knowledge to share with the community. Anyone interested in partnering with us to deliver customized programs or fund unique new collections is encouraged to contact the library to discuss potential projects. Together, we can continue to positively impact the Richmond community!





## HONOURING INDIGENOUS VOICES



Committed to the process of Truth and Reconciliation, the library is dedicated to commemorating the tragic history and legacy of residential schools while honouring Indigenous communities, families, and survivors.

Over the year, 450 participants attended 18 programs focusing on exploring and learning about Indigenous themes and history, and highlighting Indigenous strength and resilience. In support of National Day for Truth and Reconciliation, the Brighouse library remained open to the community on September 30.

#### **Indigenous Author Series**

The Indigenous Author Series highlighted eight Indigenous authors, artists and illustrators, including featured speaker Chief Robert Joseph. Richmond residents were provided with powerful and inspiring opportunities for cultural learning, reflection and understanding. 269 people attended 10 programs throughout the series.

#### **Indigenous Artist Workshops**

Artist Kim Soo Goodtrack, a mixed Lakota educator, author, and illustrator hosted two children's workshops. 19 preschool-aged children enjoyed readings from her work, while 67 school-aged youth participated in an art-making workshop. A display of Kim Soo Goodtrack's artwork was featured at the Ironwood library for all visitors to enjoy.

**CNCL - 71** 

Kim Soo Goodtrack

# EXPAND ACCESS TO PROGRAMS, SERVICES AND COLLECTIONS

## Take the Library to Where the Community Gathers

Library staff make monthly visits to the Beth Tikvah Synagogue to bring new and hot bestsellers for members to enjoy as well as materials from the library's Judaica collection. RPL's participation in events like the Steveston Salmon Festival, the Toy Drive and the Lighting of the Hamilton Fire Hall also provided valuable opportunities to engage with community, connect with over 500 attendees, promote learning and facilitate cultural exchange.

Monthly drop-in Community Service Pop Ups, in collaboration with the City of Richmond, continued throughout 2023 to provide essential resources and community-based support to

residents at risk of or living in poverty. These Pop Ups, held both inside and outside the library, engaged over 1,000 community members, connecting them with 35 local organizations.

#### **Enhance Library Experiences**

An online booking system for study rooms at Brighouse library has to date empowered over 1,300 customers to plan their visits easily and conveniently. The introduction of new Radio Frequency Identification (RFID) self check-in return machines and the book sorters at Brighouse and Ironwood locations have ensured a faster turnaround for processing borrowed materials, enhancing overall library efficiency, with over 70,000 books checked in monthly.



#### **Grow Collections**

Based on feedback from August 2023 surveys, the library has implemented several collections enhancements: new ebooks and audiobooks have been added to reduce wait times and maintain a dynamic collection, the children's section has been expanded to offer more junior series and easy readers, and automatic renewals for physical items have been introduced, giving peace of mind to customers. The Instant Access Digital Library Card helped to eliminate barriers and expand our reach, providing immediate digital content access to all applicants. Since its launch in fall 2023, over 500 people have applied. Through its collections, libraries enhance cultural understanding, intellectual freedom and the overall provision of learning, empowerment and education.

#### **New Digital Collections**

The library proudly offers full access to a comprehensive New York Times Digital subscription, including news, games, cooking, and publications The Athletic and Wirecutter. Cardholders can also access PressReader Listen Up!, a free text-to-speech service for over 6,000 newspapers and magazines spanning 60 languages.

#### **Art Lending Program**

The library and the Richmond Art Gallery offered a unique loanable art collection at the Brighouse location. Inspired by the childhood experiences of Su-Ying Lee, curator of the exhibition, each piece of a small but comfy house and maybe a dog by Amy Ching-Yan Lam with original artwork by HaeAhn Woo Kwon, was available for short-term borrowing by community members.

### **Lead in Technology Access and Education**

The library's digital technology tools have expanded! Creations Stations were made available at the Ironwood and Steveston libraries, with 1-on-1 sessions available to teach curious community members how to use the equipment. Upgraded 3D printers also arrived at the Brighouse location.





**CNCL - 73** 

Meet Eileen, a self-employed mom embracing the endless possibilities at Richmond Public Library with her two children and their grandfather. Today, she is visiting Brighouse library!



## VALUE OF



With her children, Eileen explores the computer lab.



Eileen grabs a hardcover of her book club monthly pick and downloads it on the Libby app. She also picks up some children's books she put on hold.

- \* for the books
- \*\* for similar subscription service







~\$180/yr

Using the library's 3D printer, she prints goodie bag items for her son's birthday.

\* to purchase similar printer

~\$2,500·



In a single visit, Eileen has used the value of her library card (\$72.90) 72 times over — and there are so many more things to explore!

**CNCL - 74** 

## YOUR RPL CARD

How much could a library card save you?



She designs her son's party invitations using the Adobe Creative Suite.

\* for annual license



Then she creates and prints animal cut-outs with her daughter. using the Cricut.

\* to purchase a Cricut



Finally, she discovers LinkedIn Learning she will have to take some courses next time she visits the library!

\* for annual subscription





Eileen spots a Film Club poster highlighting the next kids' blockbuster — she makes note for a future family night out.



,5510

works with other seniors at the Tech Buddies program to better understand his new cellphone.



\$120lyr

\$20



While the children and their grandfather enjoy their library finds in the new lobby space, Eileen files her taxes at the Low-Income Tax Clinic.

\* for similar support



Eileen borrows some new puzzles for both kids and a hiking kit to use with her family on the weekend.





# REIMAGINE SPACE FOR OUR COMMUNITY

#### **Understand Evolving Needs**

Our community's needs are constantly evolving and changing and the library is committed to enhancing its physical spaces to meet those needs. Several spaces have undergone renovations and upgrades to better meet the needs of community members using the library and to enhance their in-branch experiences.

#### **Optimize Use of Existing Space**

The Brighouse library lobby underwent a significant transformation to turn the entrance into a dynamic new area for browsing, meeting and gathering. In addition to installing new seating, customized shelving was mounted to create a comfortable browsing experience for exploring featured collections and picking up holds. The new space opened to the public in February 2024.

#### **Investigate Innovative Options**

Digital conferencing equipment was installed at Brighouse library to enable hybrid programming, connecting remote presenters with Richmond residents and enabling out-of-town participants to join programs virtually. Digital room signage was also installed, enabling customers to quickly identify available spaces and book them instantly.





## COMMUNICATE WHO WE ARE AND WHAT WE DO

#### Develop our Brand and Deliver Meaningful Information

Throughout the year, the library focused on creating unique branding for several initiatives, and extending its reach beyond typical program promotion. This included the creation of customized, recognizable library branding to promote initiatives like the Instant Access Digital Library Card and the Indigenous Author Series.

#### **Help Customers Find Their Way**

To further enhance the customer experience, librarians offered personalized 1-on-1 assistance, guiding customers through using RPL's digital resources and troubleshooting any issues they encountered. In 2023, librarians met with 120 customers to provide personalized service.

#### **Maximize Promotional Opportunities**

RPL connects with over 6,000 eNewsletter subscribers monthly and 8,500 social media followers across three platforms. In 2023, the library's most connected community members enjoyed opportunities to participate in unique social media contests to win prizes and received advanced notice about library events. The library also collaborated with CBC, CTV, Omni TV, and Richmond-based media outlets to promote programs and events, extending our reach and connecting with Lower Mainland residents.

A new partnership with CBC Kids led to an engaging showcase of local author talent attended by 275 children and their families. Programs like this demonstrate the library's dedication to engaging youth in the joy of reading and learning while strengthening community ties.







# THANK YOU TO OUR DONORS, SPONSORS AND VOLUNTEERS

#### **Donation Campaign**

We want to thank our incredible donors who regularly contribute to the library, and we extend a heartfelt welcome to those who joined our donor community in 2023! Your financial gifts help the library to expand services, respond to the community's changing and growing needs, and exceed the expectations of those who come through our physical and virtual doors. With your support, we will continue to positively impact our community for generations to come.

#### **Summer Reading Club**

Thank you to our three primary Summer Reading sponsors!







#### **Friends of the Richmond Library**

The Friends of the Richmond Library spread their love of reading through various fundraising efforts. In August 2023, the permanent storefront beside the Cambie library opened for business, introducing a new way for the community to access deals on used books and support the library. Open twice a week, the storefront also accepts book donations from the public. Combined with the multiple sales offered each year, the Friends' fundraising efforts support library collections and services while removing barriers to book ownership for many.

Of particular note in 2023 was a \$6,000 donation that funded the purchase of a collection of books on Indigenous history and Canadian geography as well as a variety of settlement resources and newcomer guides. Each library location will have a collection available to borrow.



#### **RPL Volunteers**

Over 200 teen and adult volunteers gave their time at 94 unique volunteering opportunities, including large cultural events such as Lunar New Year and the Islamic Art Experience. These dedicated volunteers provided almost 2,200 hours of service, enabling enhanced library experiences, response to community needs and connection with local vulnerable populations.

The re-introduction of the Home Services Delivery Driver program, supported by two volunteer drivers, delivered library materials to homebound customers. This program also alleviated social isolation and created opportunities for community members to make personal connections with volunteers.



#### **Library Champions**

The Library Champions project, in partnership with NewToBC, offers newcomers to Canada a unique volunteering opportunity to learn how to share information about library and settlement programs, services, and resources with other newcomers, build their communication skills, and help other immigrants settle into Richmond. In 2023, 26 Library Champions participated in the project, reaching 806 people and garnering almost 36,000 social media impressions.



## **2023 DONATIONS**

Thank you to the many generous donors who helped us improve and expand access to essential programs, collections and services.

#### **DONATIONS \$20,000 +**

Friends of the Richmond Library (FOL)

#### **DONATIONS \$5,000 - \$19,999**

Anar Shariff & Afzal Mangalji; Ben & Esther Dayson Charitable Foundation

#### **DONATIONS \$1,000 - \$4,999**

Anonymous (1); Hua Zabrina Ng; Huiyuan Ma; Royal Bank of Canada

#### **DONATIONS \$500 - \$999**

Caleb Chan; Ka Kit Ken Yeung; Linda McPhail; Monan Zhang; Nathan Yap; Robbin Greig; Stephen Li; Susan Koch



#### **DONATIONS \$300 - \$499**

Chuen Bit Lee; Cyndi Mintzberg; Ella Ferguson; Jay Bagtas; Susan Walters

#### **DONATIONS \$200 - \$299**

Annie Ho; Caitlyn Lam; Debby Newton; Jenna Newman; Linda Gagno; Marian McTavish; Susan & Marc Mangel; Wai Tze

#### **DONATIONS \$100 - \$199**

Anonymous (2); Canadian Federation of University Women-Richmond (CFUW-Richmond); Cheryl Eckert; Charitable Impact Foundation (CHIMP); Christina KP Wang; Claire Smythe (CFUW); Craig Byers; Denise Hui; Diana Tyler; Ed Ng; Edmund Szeto; Edwin Shadeo; Frank Chou; George Hak K Tung; Grace Rathwell; Grasiella Rathwell; Hannah Frankel; Heather Nicolaas; Isabel Huenefeld; Jennifer Killam; Karen Hakansson; Kathleen Stewart; Linda McNab (CFUW Book Club); Marilyn Sakiyama; Meghan Lee; Melanie Coath; Melanie Rupp; Na Li; Patricia Ling; Pei-ling Liao; Phyllis & Howard Lowe; Rosemary Nowicki (Mariners Book Club); Rudy Chiang; Sandy Bichard; Sara Lee; Sherri McAndless; Susan Johnsen; Taigi Zhang; Vandna Sohnvi; Vi Zhang; Yuri Lewis

#### **DONATIONS \$50 - \$99**

Aman Dhanji; Audrey Fung; Bing Monahan; Brian Nickerson; Christine Ho; Emmanuel Mendoza; Janet Lawrence; Janet Russell; Joseph Tsang; Justin Ng; Kamilla Silva; Leila Ma; Linda Bishop; Lost & Found; Louise Pronovost; Peter Choy; Robert Stevens; Ronald Loyer; Rosele Martins dos Santos; Scott Jan; Sharon Doucelin; Sonya Lam; Suzanne Laferte; Wai Tat Chan; Wendy Kooyman; Winnie Dong; Work Safe BC; Xinyao Du; Yongxin Su

**CNCL - 82** 

#### **DONATIONS UP TO \$49**

Alfred Ng; Allen Suen; Allen Valerie; Anonymous (5); Barbara Morrison; Bligh Low; Bo Zhang; Canadian Online Giving Foundation; Catherine Kuang; Chia-Min Wang; Cindy Lim; Dana Chan; Feng Lin; Fiona Ng; Fyodor Pimenov; Gerhard Martan; Guy Pothiboon; Haibo Zhou; Honghua Xie; Hsiang Ling Charleen Hung; Josephine Hwo; Judi Menard; Ju-Hsing Hsiao; Karen Tam; Kathleen Burns; Ken Miyazaki; Lai Lee Kim; Li Ding; Lidai Ma; Louis Lee; Mitzi Iwata; Nelson Lam; Ningping Yu; Oksana Burke; Pascal Gigaud; Peter Buk; Sally Dube; Sandy Wu; Shao Chang; Shigu Zhang; Siyang Ma; Vanessa Vintanilla; William Fung; William Pope; Wing Tak Lam; Ying Zhang

#### **OTHER DONATIONS**

City of Richmond - IT; Eva Tillyer (Books Or Other Business); Hui Jiang (Lucy); John Nichols; John W. Friesen; King Wan; Lance Carey; Lesley Wint; Mary Lou Rossiter; Nelson M. Tsui; Winifred Lee



## 2023 Statement Of Revenue & Expenses

	•
OPERATING REVENUE Municipal Contribution	\$10,235,550
Donations Grants	\$65,367 \$1.137.917
Fines & Miscellaneous	\$1,137,917 \$106,836
Investment Income <sup>1</sup>	\$23,155
Total	\$11,568,825
CAPITAL Municipal Contribution	\$610,000
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#### Total Revenue \$12,196,250

OPERATING EXPENSES	
Salaries & Employee Benefits	\$8,162,537
Supplies & Equipment Services	\$465,112
General & Administration	\$453,661
Building, Lease & Maintenance	\$502,945
Utilities	\$144,696
Library Subscriptions &	
Databases	\$808.823

Contribution for Capital Improvements \$110,172

Total \$10.647.946

**CAPITAL**Amortization<sup>2</sup>

Gain on Sale of Assets

\$901,182

\$17,425

Total Expenses \$11,549,128

Annual Surplus (Deficit) \$647,122

<sup>1</sup> Investment income is generated from endowment funds administered by the Vancouver Foundation and the Pichmond Community Foundation

The cost of an asset, such as a book, is spread over the estimated useful life of the asset or the book and this annual expense is referred to as "amortization".

## **COMING IN 2024**

### **Engaging Artists in Community Series**

The library is partnering with the City of Richmond and Aspire Richmond's Youth Connections program to present Express Yourself with Keely O'Brien, part of the Engaging Artists in Community series that brings youth together to explore their sense of identity through creative expression.



## **Community Services Connectors Pilot Program**

The Community Services Connectors Pilot Program is a new weekly peer-to-peer resource navigation program at Ironwood library. The program trains persons with lived and living experience to assist community members at risk of or living in poverty to find and access community-based programs and resources. Building on the success and learnings of the popular Community Services Pop Ups, this program expands the reach of resource navigation supports in Richmond beyond City Centre.

#### **Special Collection on Chinese Culture**

Staff have been preparing to publicly launch the art and calligraphy section of the Special Collection on Chinese Culture; 9,000 books have been catalogued so far! Preparations continue with a goal of making a portion of the collection available for public browsing in late 2024.



**CNCL - 84** 

### **Engaging with Community for RPL's Future**

The library engaged with community throughout February 2024 as part of its 2024 – 2028 strategic planning process, with demographic-specific workshops and a public and staff survey. Feedback from all components will help shape a refreshed direction for 2024 and beyond. We look forward to sharing the new strategic plan with the community in the coming months.

#### **RPL-To-Go Van**

It's coming! The library's new electric RPL-To-Go Van will be out and about in the Richmond community later in 2024, meeting community where they gather and connecting with residents. This van will take library collections, programs and technology outside of the traditional boundaries of library spaces.















Visit one of our libragiess today!





@RPLBC



@RPLBC







#### Parks, Recreation and Cultural Services Committee

Date:

Tuesday, June 25, 2024

Place:

Anderson Room

Richmond City Hall

Present:

Councillor Chak Au, Chair

Councillor Michael Wolfe Councillor Laura Gillanders Councillor Andy Hobbs Councillor Bill McNulty

Call to Order:

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

#### **MINUTES**

It was moved and seconded

That the minutes of the meeting of the Parks, Recreation and Cultural Services Committee held on May 28, 2024, be adopted as circulated.

**CARRIED** 

#### **DELEGATIONS**

1. Gordon Farrell, President, and David Yan, Vice President, Richmond BC Pickleball Association (RBCPA), were in attendance to present on the current demand for pickleball courts in Richmond.

Mr. Yan provided an overview of the RBCPA, the role they play in offering coaching and education of the sport to its members and the general public, and the many benefits of the game, most notably that pickleball (i) can be played year round, (ii) contributes to a very active and vibrant community, promoting physical activity and social interaction, highlighting the sport's inclusivity and social connectedness, and (iii) is seeing a shift with the fastest growing demographic being 50 years and under, adding further to the overwhelming demand for more outdoor pickleball courts in the community.

In reply to queries from the Committee, Mr. Yan noted (i) the cost and benefits of being a member of RBCPA, (ii) RBCPA members are wanting to play more regularly scheduled pickleball times, (iii) RBCPA voluntarily maintains the Richmond public courts for the members and public, noting that RBCPA added paddle racks, ball stops, gates and court cleaning equipment, (iv) there is a preference for 9-12 courts in one location to potentially host future tournaments, and (v) it is difficult to play competitive pickleball on other surfaces such as tennis, badminton and basketball courts due to the lines and type of flooring needed.

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

It was moved and seconded

That the presentation from the Richmond BC Pickleball Association be referred to staff and report back prior to 2025 budget considerations.

The question on the referral motion was not called as discussion ensued with respect to the request and feasibility of attaining additional pickleball courts.

In response to queries from the Committee, staff noted the demand for additional pickleball courts was identified last year and continues to increase with the growing popularity of the sport for all types of players and groups independently of the RBCPA, and have been working this year on identifying sites for nine outdoor pickleball courts.

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

2. Dr. Mike Bomford, Department of Sustainable Agriculture, Kwantlen Polytechnic University (KPU), provided an overview of the KPU Farm at Garden City Lands 2023 Activity Report, together with a brief presentation of the site overview, summary of the 2024 production, student research projects and the learning garden (copy on file City Clerk's office).

Next steps were noted to include:

- Outreach (food forest and signage around the farm, continued partnerships with Richmond schools);
- Collaborative bog and wetland conservation / restoration
- North Field Expansion (additional mineral soil to be layered on the North Pad, drainage installation); and
- Completion of the shed (larger cooler, dry secure central space for tools, equipment, materials, and supplies).

In response to queries from the Committee, Dr. Bomford noted (i) there is a six plot/six year crop rotation in the market gardens, (ii) with the recent review and revision to the Sustainable Agricultural Program, KPU is hoping for an increase in student enrolment, (iii) KPU Farm is looking to increase capacity of food production and working on selecting certifiable crops to restore wholesale sales, (iv) the learning garden is utilized for school field trips, summer camps, and the public, and (v) KPU Farm is certified by the British Columbia Association for Regenerative Agriculture.

A brief discussion ensued with respect to student research and demographics.

#### COMMUNITY SERVICES DIVISION

### 3. HERITAGE BOAT RESTORATION PROGRAM AT BRITANNIA SHIPYARDS

(File Ref. No. 11-7141-01) (REDMS No. 7705815)

In response to queries from the Committee, staff noted (i) the report sets out the request to extend the current one year program for an additional two years, (ii) the report provides a concept plan for the park with the major feature of identifying a display case for the vessels that is accessible and well presented to the public, (iii) should the program proceed, staff will move forward in the planning process, including extensive public engagement, with concept options and costing anticipated for Council consideration at the end of 2025, early 2026, (iv) ongoing maintenance of properly restored (under cover) vessels is minimal and would be overseen by the shipyard operations supervisor, (v) the Starliner is currently not in a state where it can be safely moved, and (vi) removal of contaminated surface coating is done offsite either at the Harbour Authority or Shelter Island Marina.

Loren Slye, Britannia Shipyards National Historic Society (BSNHS), spoke to the work of the BSNHS Board members, noting that the members are available to assist the City in the Heritage Boat Restoration Program.

#### It was moved and seconded

- (1) That the pilot Heritage Boat Restoration Program, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed;
- (2) That funding Option 1 One-Time Additional Levels to support a pilot Heritage Boat Restoration Program for 2025 and 2026, be considered as part of the 2025 budget processes;

- (3) That the development of a site concept plan for Britannia Shipyards, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, be endorsed; and
- (4) That funding of \$80,000 to support the development of a site concept plan be considered as part of the 2025 budget process.

The question on the motion was not called as further discussion ensued with respect to planning process. In response to queries from the Committee, staff noted (i) in addition to the standard planning for park space (consulting, site investigation, etc.), an extensive public consultation process will also be undertaken, (ii) the development process includes idea generation and concept evaluation, estimated to take six to nine months' time, and (iii) the BSNHS Board would be consulted as part of the process, with their input received and considered as part of the plan.

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

It was moved and seconded

That the motion be amended to add:

(5) That the Britannia Shipyards National Historic Site Society be consulted and be an integral part of the site concept plan for Britannia Shipyards.

The question on the amendment motion was not called as further discussion ensued with staff noting that Option 1 of the report does not consider the future of the Starliner which currently is resting in a space that will be required for future construction and will need to be moved. Staff can investigate alternative spaces and review reinforcement options to move to the display.

It was noted that BSNHS members have expressed their support for the proposed restoration program to proceed.

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

- (1) That the pilot Heritage Boat Restoration Program, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed;
- (2) That funding Option 1 One-Time Additional Levels to support a pilot Heritage Boat Restoration Program for 2025 and 2026, be considered as part of the 2025 budget processes;

- (3) That the development of a site concept plan for Britannia Shipyards, as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, be endorsed;
- (4) That funding of \$80,000 to support the development of a site concept plan be considered as part of the 2025 budget process; and
- (5) That the Britannia Shipyards National Historic Site Society be consulted and be an integral part of the site concept plan for Britannia Shipyards.

was then called, and it was CARRIED.

#### 4. RICHMOND ARTS STRATEGY 2025-2029

(File Ref. No. 11-7000-01) (REDMS No. 7663277)

It was moved and seconded

- (1) That the current Council-endorsed Richmond Arts Strategy 2019–2024 Vision and Guiding Principles be reaffirmed to guide the development of the updated Richmond Arts Strategy 2025-2029; and
- (2) That the proposed scope of work for the updated Richmond Arts Strategy 2025–2029 as presented in the report titled, "Richmond Arts Strategy 2025–2029", dated May 24, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed.

**CARRIED** 

#### 5. MANAGER'S REPORT

#### McDonald Beach

In response to queries from the Committee regarding MacDonald Beach, staff were directed to provide an update at the next meeting to address (i) Fergusson Way road access and maintenance, (ii) erosion of the bank affecting the main trails on the waterfront side, (iii) the grass cutting schedule, and (iv) the floating dock procurement in construction.

#### **ADJOURNMENT**

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

**CARRIED** 

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation and Cultural Services Committee of the Council of the City of Richmond held on Tuesday, June 25, 2024.

Councillor Chak Au Chair Lorraine Anderson Legislative Services Associate

#### **Minutes**



#### **General Purposes Committee**

Date:

Tuesday, July 2, 2024

Place:

Anderson Room

Richmond City Hall

Present:

Mayor Malcolm D. Brodie, Chair

Councillor Chak Au

Councillor Carol Day (by teleconference)

Councillor Laura Gillanders

Councillor Kash Heed

Councillor Andy Hobbs (by teleconference)

Councillor Alexa Loo Councillor Bill McNulty Councillor Michael Wolfe

Call to Order:

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

#### **MINUTES**

It was moved and seconded

That the minutes of the meeting of the General Purposes Committee held on June 17, 2024, be adopted as circulated.

**CARRIED** 

#### **PRESENTATION**

- 1. Yannick Simovich, Board Chair, Tourism Richmond, and Nancy Small, CEO, Tourism Richmond, with the aid of a PowerPoint presentation (Copy of File, City Clerk's Office) provided an update on the tourism industry in Richmond, and Tourism Richmond's plans and initiatives. The following was highlighted:
  - at the BC Tourism Awards, Tourism Richmond was recognized as the premier non-Profit, stakeholder-driven destination marketing organization (DMO) of the year in BC;

- in partnership with the City of Richmond and the Hotel Association, Tourism Richmond recently introduced two destination enhancement programs, a free shuttle from central Richmond to Steveston Village and a Bike Valet in Steveston;
- Tourism Richmond is working closely with its partners and the Regenerative Tourism Advisory Committee on a Regenerative Tourism initiative which is a concept of developing travel experiences that ensure employees, businesses, communities and eco systems can flourish;
- Tourism Richmond hosted in partnership with the Hotel Association, a successful Lunar New Year event in February for a group of American journalists;
- the Seattle Times recently did an article that featured Richmond as having the best dim sum in North America; and
- an Artificial Intelligence (AI) trip planning tool called ASK LULU has recently been launched by Tourism Richmond.

In response to queries from the Committee, the delegation noted that:

- Tourism Richmond can access demographics on visitors to Richmond who have been in the city for 24 hours or more, through a measuring tool. This information helps determine where marketing will occur;
- tourists visit Richmond because of its cultural diversity, culinary scene,
   Steveston Village, shopping, accessibility, and convenience;
- mainly tourists are coming to Richmond from other parts of BC, and from Alberta, Ontario and the Pacific Northwest; and
- hotel occupancy rate during the first quarter of 2024 was 78-79 percent.

#### FINANCE AND CORPORATE SERVICES DIVISION

2. **DEVELOPMENT OF A RICHMOND TOURISM MASTER PLAN** (File Ref. No. 08-4150-01) (REDMS No. 7706191)

In response to queries from Committee, staff advised that (i) they are anticipating that the final report will be complete in the fourth quarter of 2025, a draft will come forward to Council prior to that, (ii) there will be a robust consultation and engagement period for the development of the plan through engagement of groups across the community, (iii) as part of the development of the tourism master plan, staff will look to bring in partners such as Destination BC, (iv) data from 2019 shows there were approximately eight million visitors spending approximately two billion direct dollars in Richmond. Tourism Richmond will be updating these figures in the next few months, (v) Tourism Richmond will be providing funding for the full cost of the master plan, and (vi) Tourism Richmond is funded through the Municipal and Regional District Tax (MRDT). Staff will provide information to Committee on the how much funding Tourism Richmond received in 2023.

It was moved and seconded

That the approach to developing a Richmond Tourism Master Plan, including the guiding principles, as outlined in the staff report titled, "Development of a Richmond Tourism Master Plan," dated June 10, 2024, from the Director, Business Services, be endorsed.

**CARRIED** 

#### **DEPUTY CAO'S OFFICE**

3. HUGH BOYD COMMUNITY FACILITY AND FIELDHOUSE – PROGRAM, SITE SELECTION, FORM AND CONCEPT DESIGN (File Ref. No. 06-2050-20-HBSC) (REDMS No. 7671729)
Staff advised that the one percent public art contribution is \$130,000 rather than the \$190,000 that is noted in the report.

In response to queries from Committee, staff advised that (i) the new field house will be approximately 10,500 sq ft, plus an additional 1000 sq ft of outdoor viewing space, (ii) the cost of demolishing the current field house is approximately \$120,000, and the cost to renovate and maintain it is approximately \$350,000, (iii) staff conducted a building assessment and recommended demolition of the current building, as it was found that it is in poor condition, (iv) the Building Committee supported a permanent wall to maximize the use of the space and allow for flexibility and cohabitation with two programs occurring at the same time, (v) at a later date, staff will bring forward for Council consideration an operating model and OBI report, (vi) staff anticipate that the operation of the facility will include the City's current model of partnering with an association or user group, (vii) several facility location options were accessed for suitability, the two options being presented to Council are supported by the Building Committee and meet the program intent, (viii) the facility will target the passive house standard which is the most robust energy approach, and (ix) the facility will have a servery as a food prep space to support the community programming and events taking place in the multipurpose spaces.

Committee requested a floor plan of the Hugh Boyd Community Centre.

There was agreement to deal with Parts (1) (2) (3) and (4) separately.

It was moved and seconded

- (1A) That the program, Site A location, two-storey form and concept design as described in the staff report titled, "Hugh Boyd Community Facility and Fieldhouse Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services, be approved; and
- (1B) That staff be directed to consider the costs and utility for a movable wall for the proposed second floor multi-use space and replacing the servery with a kitchen.

**CARRIED** 

Opposed: Cllr. Wolfe

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

It was moved and seconded

That the proposed demolition of the existing small field house, as outlined in the report titled, "Hugh Boyd Community Facility and Fieldhouse – Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services, be referred back to staff to examine the use and cost-effectiveness of keeping the existing small field house.

The question on the referral motion was not called as discussion ensued with respect to demolition, retention and renovation costs associated with the current field house.

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

It was moved and seconded

That the capital budget in the amount of \$19 million be approved and funded from the Growing Communities Reserve Fund (\$17,712,669) and Capital Building and Infrastructure Reserve (\$1,287,331) as outlined in the report titled, "Hugh Boyd Community Facility and Fieldhouse – Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services; and

**CARRIED** 

It was moved and seconded

That the Consolidated 5 year Financial Plan (2024-2028) be amended accordingly.

**CARRIED** 

#### 4. CAPITAL PROJECTS DELIVERY PERFORMANCE

(File Ref. No. 10-6000-01) (REDMS No. 7735903)

Staff advised that (i) a 100 percent of the approved projects that have been fully completed over the last 10 years have been on or under budget, (ii) there is extensive oversight on all projects by Quantity Surveyors, Architects, Engineers, Construction Management teams, and internal Project Management teams, (iii) Steveston Community Centre and Branch Library is at the final construction stage, on budget, and on schedule. There are 16 independent professional consulting firms involved in this project (12 core design and delivery teams and four professional consulting firms in a 100 percent oversight role), and (iv) for any significant new construction or new renovation, the City uses Multivista, a service that sets up cameras to take photos every 15 minutes of the entire construction site and creates a permanent photographic record of the entire construction process.

In response to queries from Committee, staff advised that (i) capital projects brought forward to Council for funding approval have a defined program and scope, and projected costs, which include estimated future construction costs, escalation costs and added factors of safety, (ii) cost estimates provided before final approval of the budget are estimates that reflect potentially different scopes of work, (iii) cost estimates provided years before approval of the capital project can have a 20-30 percent cost escalation, and (iv) in 2016 when Phase 1 was submitted, the estimated cost of Steveston Community Centre and Branch Library was \$40-50 million, changes to programming, site location, and an increase in the size of the building as well as escalation costs have increased the cost to 95 million.

It was moved and seconded

That the report titled "Capital Projects Delivery Performance" from the Deputy CAO, dated June 27, 2024, be received for information.

**CARRIED** 

#### COUNCILLOR KASH HEED

#### 5. BLUE-RIBBON OVERSIGHT COMMITTEE

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

Councillor Heed provided an overview of his motion highlighting that (i) the objective of a Blue Ribbon Oversight Committee is to help ensure that tax payer funds are being utilized in the most accountable and transparent way, (ii) the composition of the committee would consist of professionals that are involved in the industry at the highest level and that build significant infrastructure projects in BC, and (iii) this Committee would provide oversight on infrastructure projects exceeding \$50 million.

Discussion ensued with respect to (i) accountability, budget adherence, and accuracy, (ii) the Blue Ribbon Committee being a useful tool in certain circumstances but not a panacea, (iii) referring the motion to staff to gain more information regarding quality, and cost effectiveness, (iii) future major capital projects cost control, (iv) the Committee not replacing current practices but enhancing what is already in place, and (v) as part of the referral, staff review what the threshold consideration for a major project was under the previous Major Projects Advisory Committee.

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

It was moved and seconded

That the proposed motion regarding the establishment of a Blue-Ribbon Oversight Committee be referred to staff to examine various options for the effective management and execution for publically funded infrastructure projects exceeding 50 million dollars and report back.

**CARRIED** 

6.

#### **ADJOURNMENT**

It was moved and seconded *That the meeting adjourn (6:27 p.m.).* 

**CARRIED** 

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Tuesday, July 2, 2024.

Mayor Malcolm D. Brodie Chair Raman Grewal Legislative Services Associate



#### **Report to Committee**

To:

Parks, Recreation and Cultural Services

Director, Arts, Culture and Heritage Services

Date: May 27, 2024

Committee

From:

Marie Fenwick

File:

11-7141-01/2024-Vol

01

Re:

Heritage Boat Restoration Program at Britannia Shipyards

#### Staff Recommendations

- 1. That the pilot Heritage Boat Restoration Program as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed;
- 2. That funding Option 1 One-Time Additional Level up to \$317,000 to support a pilot Heritage Boat Restoration Program for 2025 and 2026 be considered as part of the 2025 budget processes;
- 3. That the development of a site concept plan for Britannia Shipyards as detailed in the staff report titled "Heritage Boat Restoration Program at Britannia Shipyards", dated May 27, 2024, be endorsed; and
- 4. That funding of \$80,000 to support the development of a site concept plan be considered as part of the 2025 budget process.

CM Fenvice

Marie Fenwick

Director, Arts, Culture and Heritage Services

(604-276-4288)

Att. 4

REPORT CONCURRENCE					
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER			
Finance Department Parks Services Facility Services & Project Development Policy Planning	고 고 고	BJ. 5			
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO			
	Sub	Selev.			

#### Staff Report

#### Origin

On October 11, 2022, Council approved in principle Part 2 of the report, "Steveston National Historic Site: "Fisheries Museum of the Pacific", pending summation of public input and further staff input. Part 2 of this report included seven recommendations relating to heritage boats and boat restoration at Britannia Shipyards National Historic Site. This included four recommendations on the restoration and display of existing boats, two recommendations on the acquisition of new boats, and the recommendation that, "A shipwright should be hired now, new volunteers encouraged, and movie funds used for repairs and annual maintenance of boats".

On November 14, 2023, Council endorsed the *Steveston Heritage Sites Interpretive Framework* which highlights four stories central to Steveston's history and heritage: Fishing, Farming, Community Life, and Transportation Hub. Within the story of Fishing, are the sub-stories The Catch; Fishing Techniques and Traditions; Processing the Catch; and The Fishing Fleet. Additionally, this Framework identifies gaps in the current interpretation of Steveston's heritage which includes interpretation of the evolution of West Coast fishing methods and boats. Included in this Framework were the following interpretive goals for Britannia Shipyards:

- Create authentic and immersive experiences of the daily life of the people who worked in West Coast fishing and boatbuilding;
- Foster greater understanding of the cultural diversity of people that supported West Coast fishing and boatbuilding;
- Encourage discovery of the complex workings of West Coast fishing and boatbuilding industry; and
- Inspire connections to and stewardship of West Coast maritime heritage and the Fraser River.

At the Parks, Recreation & Cultural Services Committee meeting held on May 25, 2016, staff received the following referral:

That staff examine options to restore The Fleetwood as an indoor civic art project using the City's Public Art Reserve Fund and report back.

At the Parks, Recreation & Cultural Services Committee meeting held on December 11, 2023, staff received the following referral:

(1) That staff be authorized to submit an application to the Japanese Canadian Legacies Fund for up to \$400,000 for the creation of a Japanese Canadian Boat Builders Display at Britannia Shipyards as described in the report titled "Opportunity for Japanese Canadian Boat Builder Display at Britannia Shipyards", dated October 25, 2023, from the Director, Arts, Culture and Heritage Services; (2) That should the funding application be successful, the Chief Administrative Officer and the General Manager, Community Services be authorized to execute the agreement on behalf of the City of Richmond with the Japanese Canadian Legacies Fund; (3) That should the funding application be successful, the Consolidated Five-Year Financial Plan (2023-2027) be amended accordingly; and (4) That should the funding application be successful, the Chief Administrative Officer and General Manager, Community Services be authorized

to negotiate the terms of the Sakamoto donation, including the Crystal S boat; and (5) That staff report back to Committee with an update in May 2024.

The purpose of this report is to provide information on a proposed pilot Heritage Boat Restoration Program at Britannia Shipyards, to seek Council endorsement of this program and associated costs, and to seek Council support for the development of a site concept plan for Britannia Shipyards. The proposed Heritage Boat Restoration Program takes into account previous Council approved documents and provides information in response to the recommendations and two referrals above.

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

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

- 6.1 Advance a variety of program, services, and community amenities to support diverse needs and interests and activate the community.
- 6.5 Enhance and preserve arts and heritage assets in the community.

#### **Analysis**

#### Background

Britannia Shipyards National Historic Site (Britannia Shipyards) is an 8-acre heritage park providing local residents and visitors from around the world the opportunity to experience Richmond's maritime and cultural heritage. As the oldest shipyard community in British Columbia, it has undergone many transformations since the original cannery was built on the waterfront in 1889. The site was once a thriving community of boatyards, canneries, residences and stores comprising a labyrinth of about 90 buildings connected by wooden boardwalks. Today, the site interprets the boatbuilding and repair traditions of the past in the Britannia Shipyards building, the Murakami Boatworks, and the Richmond Boat Builders building.

In 2014, Council endorsed the following mission for Britannia Shipyards, "Britannia Shipyards National Historic Site preserves West Coast maritime heritage with an emphasis on local wooden boat building traditions and the cultural mosaic and living conditions of the people who worked on the Steveston waterfront".

In 2018, Council endorsed the *Britannia Shipyards National Historic Site Strategic Development Plan* which identified the following priority initiatives relating to the restoration and display of heritage boats:

- Conduct preparatory work to assess viability of additional boat building and repair activities on site; and
- Develop recommended options for the restoration and display of heritage boats for Council's consideration.

The site's mission, strategic priorities, interpretive goals which have developed over the past 10 years, articulate the importance of heritage boats and the activity of wooden boat building and repair to Britannia Shipyards. These activities and accompanying interpretation offer numerous benefits to the site and its visitors by:

- Providing distinctive feature attractions that draw new visitors to the site and engage recurring visitors;
- Offering memorable, real-life experiences of Steveston's historical activities for visitors;
- Keeping alive Steveston's traditions of wooden boat building;
- Illustrating the stories of Steveston's diverse boat building community; and
- Preserving unique boats significant to Steveston.

This report proposes a path forward to support the ongoing restoration, preservation and presentation of heritage boats and wooden boat building activities at Britannia Shipyard to help achieve the mission, priorities and goals previously endorsed by Council. These activities will position Britannia Shipyards as unique in the region and strongly appeal to both local residents and visitors.

#### **Existing Heritage Boats**

Historically, the businesses at the Britannia Shipyards serviced or built boats connected to the fishing industry. The Britannia Shipyard building mainly serviced seine net boats, while the Richmond Boat Builders and Murakami Boatworks buildings served to build or repair gillnet boats. As the mainstay of the salmon fishing industry, gillnet boats would have been plentiful in Steveston throughout the 20th century. There are currently three examples of gillnet boats (*Silver Ann, Starliner* and *Crystal S*) and no examples of a seine boat in the Britannia Shipyards collection. See Attachment 1 for an archival image of Britannia Shipyards site.

There are currently eight powered heritage boats at Britannia Shipyards. Boats on display include the *Silver Ann*, the tugboat *MV Burnaby*, the captain's gig *Portage Queen*, and the fishing launch *Small Fry*. Further information about these four boats can be found in Attachment 2.

There are four other boats in need of restoration or rebuild, should there be a desire for them to be displayed. Of the four, the *Crystal S* is the only boat approved for restoration and funding provided. Recently, it has been determined that the *Starliner* cannot be restored. Staff are in the process of documenting the boat with deconstruction planned for summer 2024. Future plans for the *Iona, Fleetwood* and *Starliner* will be the subject of future reports to Council which will present, if relevant, a rationale for restoration, a display plan for the restored boat, and a funding request to support these actions. Attachment 3 provides images of the *Iona, Fleetwood* and *Starliner*.

Table 1 below provides information on the history and condition of these four boats. Information in Table 1 is based on available historical documentation and a contextual heritage analysis conducted in 2021 by fishing boat expert, Alan Haig-Brown. Restoration costs in Table 1 were provided by a qualified shipwright and include costs for restoration of the wood elements of the boats with the work done in house led by the Shipyard Operations Supervisor. Estimated costs do not include additional staffing, mechanical work, display bases/foundations, boat covers or other interpretive elements.

Table 1: Description of Boats Requiring Repair

Name	Description	Historical Provenance	Current Status	Restoration Needs and Cost*
Crystal S	<ul> <li>37 ft. wooden combination gillnetter/troller fishing boat</li> <li>Designed and built in 1963 at Sakamoto Boat Works in Steveston</li> </ul>	<ul> <li>Representative of Japanese         <ul> <li>Canadian boat building and a reflection of Japanese Canadian resiliency</li> </ul> </li> <li>Fished out of Steveston by Sakamoto family until 2021</li> <li>Complete with cabin fit out and fishing gear</li> </ul>	In storage at Steveston Harbour Authority	Somewhat deteriorated — estimated additional restoration costs are \$78,300
lona	<ul> <li>38 ft. wooden fisheries collector Boat</li> <li>Built around 1937 by unknown builder</li> </ul>	<ul> <li>Representative of collector boats that collected salmon from the gillnet boats on the Fraser River</li> <li>Worked for Nelson Brothers Fishing Company and operated by Leonard Koyanagi out of Steveston for many years</li> <li>Purchased from the Canadian government in 1942, possibly one of the boats confiscated from Japanese Canadians during World War II</li> <li>Originally built as a double ender and modified in the 1950s to enlarge the hold</li> </ul>	In storage at Britannia Shipyards	Significantly deteriorated — estimated additional restoration costs are \$115,000
Fleetwood (originally Skeezik)	<ul> <li>57 ft. wooden speed boat originally built to carry cargo</li> <li>Built in 1930 by Vancouver Shipyard in Vancouver, BC</li> </ul>	<ul> <li>Built to transport contraband liquor from Canada to the US during prohibition</li> <li>Extensively modified in 1934 to convert to a pleasure yacht</li> </ul>	In storage at Britannia Shipyards	Significantly deteriorated – estimated restoration costs are \$140,000
Starliner	36 ft. wooden gillnet fishing boat     Designed and built in 1963 by Lubsinski family in Whonnock, BC	<ul> <li>Representative of mid-century gillnet fishing boats</li> <li>Last boat built by the Lubzinski brothers who had successful Richmond ship wheel business</li> <li>Fished by Ted Lubzinski and later by his son, Terry on the Fraser River</li> <li>Unique streamline design to better handle exposed waters</li> </ul>	In storage at Britannia Shipyards - staff are in the process of documenting and salvaging important elements of the boat.	A plan is in place to dispose of the Starliner in summer 2024. Potential to rebuild, integrating salvaged elements – estimated costs for this are \$210,000

<sup>\*</sup>Costs are in addition to Shipyard Operations Supervisor wages

Future boat restoration would focus on bringing boats up to dry land display quality, with limited work on interior or mechanical systems. This restoration would allow for boats to be in the water for short periods to move them in and out of the ways if necessary. Currently, there are two operational boats on site (*Silver Ann* and *Small Fry*) which are adequate to support the site's programming needs. Therefore, it is not recommended that additional boats be restored to be operational, due to the added resources required to support ongoing maintenance and operation. Additionally, there are greater opportunities for public to view boats displayed on land.

#### Heritage Boat Restoration Program

A two-year pilot Heritage Boat Restoration Program (Program) at Britannia Shipyards would bring to life the site and provide unique and memorable experiences to visitors that illustrate Steveston's unique heritage. In addition to completing the restoration of the *Crystal S*, other activities such as wooden boat building classes or workshops could be offered. This Program would provide opportunities for volunteers and/or apprentices to participate in the preservation of heritage boats at Britannia Shipyards.

This Program would allow public to engage with heritage boat building by:

- Viewing boat restoration and building in process;
- Speaking with shipwrights or others with knowledge of historical wooden boat building; and
- Learning the techniques of wooden boat building through hands-on interactive stations, programs, and/or internships.

The Program would be housed in the Richmond Boat Builders, a historic boat building facility original to Britannia Shipyards, which can accommodate restoration of boats up to 40 feet in length. The majority of boat restoration would take place in this facility with the exception of the removal of contaminated surface coatings which would be done off-site at the start of a project. The Britannia Shipyards site map (Attachment 4) shows the location of the Richmond Boat Builders.

Prior to 2018, the Britannia Shipyards National Historic Site Society (Society) oversaw boat building activities at the site in the Richmond Boat Builders. Due to safety issues, this program was paused and the building closed for a number of years while it was cleared of lead contamination and had envelop remediation work completed. Since 2018, the Society has shifted their purpose and is no longer interested in overseeing this complex program activity.

The re-fit of the Richmond Boat Builders for boat restoration was supported by the Destination Development Fund grant from the Province of BC. The grant included funding for tools, equipment, furnishings and initial materials necessary to begin a boat restoration program. It is anticipated that this funding will be spent by the end of 2024 and additional funding will be required to support a Heritage Boat Restoration Program.

This Program as outlined, would position Britannia Shipyards as one of very few attractions in North America which provide general public the opportunity to learn about heritage boats both through interpretative displays and active heritage boat restoration.

In the immediate term, planning is underway for the restoration of the *Crystal S*. In April 2024, the City received grant funding for the creation of a new exhibit on Japanese Canadian boat builders. Included in this grant, is funding to support the restoration and display of the *Crystal S*. The acquisition of the *Crystal S* is in progress with surface preparation work on the *Crystal S* expected to start in July 2024 at the Steveston Harbour Authority. The boat will be moved to Britannia Shipyards in Quarter three of 2024 to complete the remainder of the restoration. This project is expected to take 18–24 months.

In addition to the *Crystal S*, the restoration of the *Iona*, *Fleetwood* or another boat offered for donation, as well as the reconstruction of the *Starliner* could be future projects for the site. Should there be no major project identified, boat restoration/building activities would focus on the care of existing boats and the offer of a variety of wooden boat building programs for individuals, e.g. skiff building workshop.

Once complete, restored boats should be displayed under cover to protect them from the elements and ensure the investment in restoration is preserved as much as possible. Properly restored boats displayed under cover will have minimal ongoing maintenance costs, generally only requiring a new coat of paint every few years. Currently, the site's only covered boat display is in the Britannia Shipyard building on the slipways. At this time the *MV Burnaby* is displayed on the West ways. The *Crystal S* will be displayed on the East ways once her restoration is complete.

#### Site Concept Plan

Early planning for Britannia Shipyards as a heritage attraction, included spaces for heritage boat restoration. The 1998 Steveston Community Industrial Adjustment Study (Cornerstone Report) provided a concept for the site's future development, which included facilities for boat building and restoration and multiple opportunities for covered boat displays. Since this time, the site has evolved and the vision in the Cornerstone Report can no longer be implemented.

Staff recommend undertaking a site concept plan for Britannia Shipyards to provide a vision for the future use of the exterior spaces at the site. This plan is in keeping with the priority actions endorsed by Council on November 14, 2023, as part of the report titled "Steveston Heritage Interpretive Framework".

This plan will address a number of existing needs to improve site operations and visitor experience, including:

- Accommodating exterior operational needs of the Richmond Boat Builders, e.g. lumber storage;
- Updating landscaping to better reflect the site's heritage;
- Improving parking options and/or loading zones, particularly for buses;
- Improving wayfinding and traffic flow through the site;
- Facilitating increased visitation to the docks to support increased moorage operations;
- Updating park interpretation; and
- Improving site lighting to maintain safety without disturbing residents.

Most significantly, a site concept plan would identify locations for future covered boat displays. The display of heritage boats should be contemplated as part of an overall site plan, ensuring any new displays are accompanied by pathways and wayfinding, located to support programs and events, and consider the visual impact on the site.

Additionally, this plan would consider possible site alterations to better support revenue generation, including the potential for ticketed admissions. Staff are in the process of investigating charging admission at Britannia Shipyards to respond to the Finance Committee referral from February 11, 2019, "That staff look into the potential for charging admission to the Britannia Shipyards National Historic Site". A report to Council on this topic is planned for Quarter four of 2024.

Pending Council endorsement, staff will undertake the development of a site concept plan for Britannia Shipyards and bring to Council concept options which identify locations for covered storage for heritage boats. The costs to undertake this planning are estimated to be \$160,000. \$80,000 of these costs can be covered within an existing budget. Additional funding of \$80,000 will be brought forward for Council consideration as part of the 2025 budget process.

#### Community Engagement on Heritage Boats

Since the devolution of the Society's boat restoration program more than five years ago, staff have received comments from public asking about when this popular activity may return. There is also excitement from the wooden boat community on the possibility of having wooden boat restoration at Britannia Shipyards.

The Britannia Shipyards National Historic Site Society (Society) have expressed support for the future restoration of boats at Britannia Shipyards and have provided input on the refit of the Richmond Boat Builders facility and the development of new activities in this space. The Society has expressed support for the construction of covered boat displays and this was identified as a priority action in their 2023 Strategic Priority Plan. Recently, staff made a presentation to the Society's Program and Planning Committee on the proposed Program. The presentation was well received and on May 9, 2024, the Society's Board made a motion to support the Program and emphasized the need for an ongoing Shipyard Operations Supervisor position. Additionally, Committee members expressed support for the documentation and disposal of the *Starliner* boat.

Staff will continue to engage the Society in the development of future plans for the site and boat restoration projects.

#### Heritage Boat Restoration Program Funding

#### Operating Budget Impact

Additional funding will be required for labour, materials, marketing and equipment needs to support the Program.

#### Option 1: One-Time Additional Levels for 2025 and 2026 (Recommended)

One-time additional levels for the next two years (2025 and 2026), including wages for the Shipyard Operation Supervisor, annual materials and supplies to support the Program would allow for:

- The completion of the *Crystal S* restoration project;
- The completion of a Site concept plan, including confirmation of capacity and locations for ongoing boat displays;
- The development of a business plan for an ongoing Heritage Boat Restoration Program, specifying the types of boat building/restoration programs, their duration and frequency, and potential revenue;
- Maintenance of existing boats for two additional years; and
- Further planning, development and costing for the infrastructure requirements to support future boat restoration and display.

Essential to the Program's success is the City's Shipyard Operations Supervisor. Currently funded by a one-time additional level, the responsibilities of this position include:

- Planning and delivering heritage boat programming for the public;
- Managing the City's heritage boat building/restoration projects;
- Ensuring boat programming and the boat building workshop operate in accordance with WorkSafeBC regulations;
- Overseeing the day-to-day upkeep of City-owned boats and boat-related assets;
- Supervising staff, volunteers, and contractors in the delivery of programming and completion of boat building/restoration projects;
- Liaising with community stakeholders and members of the heritage boat community; and
- Assisting with the curation of the City's heritage boat collection.

Option 1 is recommended as this will provide time to complete the currently identified projects, pilot potential other boat building/restoration programming (e.g. a volunteer program, registered workshops, etc.), and develop a fulsome business plan for future programming needs.

The drawbacks of this approach are that it would limit the development of boat programming, not provide for on-going annual maintenance of existing boats and boat-related assets, and may negatively impact the retention of a Shipyard Operations Supervisor.

The cost for Option 1 is estimated at \$158,500 annually in 2025 dollars.

#### **Option 2: Contract Projects**

Option 2 would entail engaging a shipwright on contract on a project to project basis for boat restoration and/or building, similar to how restoration of the *Silver Ann* and *MV Burnaby* were completed.

This option is not recommended as it would:

- Limit the possibilities for interpretation of and public interaction with heritage boat building and restoration;
- Not allow for the creation of ongoing programming;
- Jeopardize the success of the restoration of the Crystal S;
- Not allow for long-term planning related to heritage boats at Britannia Shipyards;
- Not provide necessary care for existing restored boats; and
- Limit opportunities to seek external funding.

Additionally, outsourcing projects is expected to significantly increase costs as contract labour will cost more per hour than a staff position.

For Option 2, the annual costs to maintain the functionality of Richmond Boat Builders and provide basic support for the existing boats is estimated at \$35,000 in 2024 dollars. Additional costs for boat restoration or building would be brought forward on a project by project basis for Council approval. 2024 costs for outsourcing the restoration of the *Iona* were estimated at \$440,000, the *Fleetwood* was estimated at \$600,000, and rebuilding the *Starliner* was estimated at \$450,000 to \$550,000.

# **Project Funding**

A total of \$459,550 of City funding is available. This funding is in the existing Britannia capital budget and the accumulated revenue received for filming at Britannia Shipyards set aside to support future capital improvements at the site. Subject to Council approval, this funding could be put towards the restoration and display of a boat(s).

In response to the referral from 2016 on the *Fleetwood*, the Public Art Program Statutory Reserve Fund does not provide for the restoration or display of heritage boats. On September 8, 1997, Council established the Public Art Program Statutory Reserve Fund to receive funds from private, City and community contributions. The Reserve is restricted to funding the creation of public artworks.

In addition to future capital requests, staff will continue to seek external funding to support the activities included in the Heritage Boat Restoration Program.

#### **Next Steps**

As approved by Council on December 11, 2023, staff will undertake work on the restoration of the *Crystal S* as part of the development of an exhibit on Steveston's Japanese Canadian boat builders. It is estimated that restoration will be completed in Quarter four of 2025.

Pending endorsement by Council, staff will begin work on a new site concept plan for Britannia Shipyards, as well as implementation of a pilot Boat restoration program, including development of an ongoing business plan for the program and report back to Council in Quarter one of 2026.

#### **Financial Impact**

Pending endorsement by Council, staff will submit a one-time additional level request as part of the 2025 budget process to cover program cost, including the Shipyard Operations Supervisor, for the years 2025 and 2026 estimated at \$317,000 (2025 dollars) annually.

Pending endorsement by Council, staff will submit a one-time additional level request of \$80,000 to support the development of a site concept plan as part of the 2025 budget process.

#### Conclusion

Heritage boat restoration is an important part of Britannia Shipyards history. Boat restoration activities greatly enhance the heritage interpretation of Steveston and offer many benefits to the site and its visitors. A pilot Heritage Boat Restoration Program supported by additional level

funding in 2025 and 2026 is recommended. This funding would support the completion of the Council approved *Crystal S* boat restoration, the development of a business plan for ongoing boat restoration and boat building programming, and plans for future projects related to the City's other boats.

Additionally, staff recommend developing a new site concept plan which would improve the visitor experience of the site and identify options for the location of new covered boat displays. Once complete, this plan would be brought to Council for consideration at a later date.

Rebecca Clarke

Wheen Clarke

Manager, Museum and Heritage Services

(604-247-8330)

Att. 1: Archival Image of Britannia Shipyards Site

- 2: Table of Boats in Display Condition
- 3: Images of Boats Requiring Repair
- 4: Britannia Shipyards Site Map

# Archival Image of Britannia Shipyards



Image of fishing boats at Britannia Shipyards with Richmond Boat Builders in the background, 1968.

Table of Boats in Display Condition

Name	Image	Description	Historical Provenance	Display Location
MV Burnaby		<ul> <li>39 ft.         wooden         tugboat</li> <li>Built in         1925 by         the         Ericksen         Brothers         Shipyard</li> <li>Built in         North         Vancouver,         BC</li> </ul>	<ul> <li>Built as a patrol boat with utility tug capabilities for the administration of the Port of Vancouver</li> <li>Representative of the small wooden tugs that proliferated the BC coast in the first half of the 20th century</li> <li>Restoration for land display completed in 2021</li> </ul>	East ways in the Britannia Shipyard building
Silver Ann		<ul> <li>34 ft.         Wooden         gillnet         fishing         boat</li> <li>Built in         1969 by         Sadajiro         Asari at         Britannia         Shipyards</li> </ul>	<ul> <li>Built in the style of a classic prewar gillnetter</li> <li>Last Boat built in Richmond Boat Builders before operations shut down</li> <li>Fully restored in 2009</li> </ul>	In water at Britannia Shipyard dock
Portage Queen		<ul> <li>24 ft. captain's gig</li> <li>Built in the mid-1800's outside of BC</li> </ul>	<ul> <li>Believed to have washed off the deck of a British ship</li> <li>Includes         <ul> <li>Easthope engine</li> </ul> </li> <li>Converted to power at unknown time</li> </ul>	On land on trailer

Name	Image	Description	Historical Provenance	Display Location
Small Fry		<ul> <li>16 ft.         Wooden         fishing         launch</li> <li>Built in         1941 by         Derrie         Carter on         Pender         Island</li> </ul>	<ul> <li>Representative of family-use for supply runs, fishing and travel that was common in BC throughout the 20<sup>th</sup> century;</li> <li>Carve-planked construction with original Easthope engine still operational</li> </ul>	In water at Britannia Shipyard dock

# Images of Boats Requiring Repair

<u>Iona</u>



Image from 2024



Image from 2024

# <u>Fleetwood</u>



Image from 2014



Image from 2024



Image from 2024

# <u>Starliner</u>



Image from 2023



Image from 2023

# **ATTACHMENT 4**

# Britannia Shipyards Site Map





# **Report to Committee**

To:

Parks, Recreation and Cultural Services

Director, Arts, Culture and Heritage Services

Date: May 24, 2024

Committee

From:

Marie Fenwick

File:

11-7000-01/2024-Vol

01

Re:

Richmond Arts Strategy 2025–2029

#### Staff Recommendations

- 1. That the current Council-endorsed Richmond Arts Strategy 2019–2024 Vision and Guiding Principles be reaffirmed to guide the development of the updated Richmond Arts Strategy 2025-2029; and
- 2. That the proposed scope of work for the updated Richmond Arts Strategy 2025–2029 as presented in the report titled, "Richmond Arts Strategy 2025-2029", dated May 24, 2024, from the Director, Arts, Culture and Heritage Services, be endorsed.

Marie Fenwick

OM Fenvice

Director, Arts, Culture and Heritage Services

(604-276-4288)

REPORT CONCURRENCE	
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SENIOR STAFF REPORT REVIEW	INITIALS:
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### **Staff Report**

# Origin

The Richmond Arts Strategy 2019–2024 (the current Strategy) will be expiring at the end of this year. Building on the success of the past five years, staff recommend that the current Strategy be updated. This update will build on the success of the current Strategy while considering the current Council Strategic Plan, other Council plans and strategies that have been adopted since 2019, current demographics, emerging best practices and current trends.

An updated Richmond Arts Strategy 2025 -2029 (the Strategy) will provide a blueprint for the delivery of arts services over the next five years enabling the broadest possible access to, and awareness of, the City's diverse arts opportunities.

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

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

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

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

- 6.1 Advance a variety of program, services, and community amenities to support diverse needs and interests and activate the community.
- 6.3 Foster intercultural harmony, community belonging, and social connections.
- 6.5 Enhance and preserve arts and heritage assets in the community.

#### **Background**

The City of Richmond recognizes that the arts are integral to vibrant communities. Creativity and imagination inspire innovation and contribute to a higher quality of life. Participation in the arts helps to create a sense of community, build intercultural awareness and understanding, and positively impacts health and overall well-being for children, youth, adults and seniors alike.

Over the past five years, the current Strategy has served to guide and advance the arts in Richmond. The purpose of the Strategy is to:

- understand the current state of the arts in Richmond;
- to guide decision making around the development of programs and services that enable the broadest possible access to, and awareness of, opportunities that will enrich quality of life through engagement with the arts;
- provide strategies to integrate the arts into the broader community with a collaborative plan that strengthens arts groups to meet community needs; and

through engagement, access the wisdom of the broader community to champion the
provision of arts activities, facilities and opportunities as integral and essential to a
healthy society.

Details regarding the progress of the current Strategy are presented to Council annually in the Arts Services Year in Review which is distributed to community stakeholders and posted online for the public.

#### **Analysis**

# **Guiding Principles**

The following Guiding Principles for the Richmond Arts Strategy 2019–2024 were adopted by Council on July 23, 2018:

- Striving for EXCELLENCE among all who participate in and contribute to the artistic life of Richmond from City services to community organizations to individuals of all ages and skill levels.
- **SUSTAINABILITY** to 'future-proof' the arts through funding, education, infrastructure, mentorship and the integration of the arts into the everyday fabric of our city.
- Expressing CREATIVITY through experimentation and fostering collaboration among diverse voices.
- Providing broad ACCESSIBILITY to arts experiences and advancing INCLUSIVITY to connect people through the arts.
- **COMMUNITY-BUILDING** through creative engagement and dialogue, and honouring the spirit of Reconciliation.
- **CELEBRATION** to showcase and inspire Richmond's artistic vibrancy.

These guiding principles remain relevant and valid and staff seek confirmation that Council continues to endorse these guiding principles.

# Richmond Arts Strategy 2019–2024

On July 8, 2019, Council adopted the current Strategy, which was the result of an 18 month process involving extensive stakeholder and community participation supported by the considerable involvement of a 25-member task group representing various aspects of community life in Richmond. Throughout 2018, feedback and ideas were gathered through an online bilingual survey, more than 30 pop-up kiosks and sounding boards, as well as workshops and interviews. More than 600 individuals provided input through the survey and 500 additional pieces of feedback were gathered through various engagement activities.

The result was the current Strategy with the following vision:

Richmond's thriving arts scene animates our city everyday; offers rich arts education and experiences, festivals and events, fosters social connections and wellness; builds arts and culture leadership; and provides creative spaces.

This vision remains relevant and valid and staff seek confirmation that Council continues to endorse this vision.

The work of the Strategy is framed by five major strategic directions:

- 1. Ensure affordable and accessible arts for all;
- 2. Promote inclusivity and diversity in the arts;
- 3. Invest in the arts;
- 4. Increase public awareness and participation in the arts; and
- 5. Activate public spaces through (and for!) the arts.

While the current Strategy continues to provide direction, staff recommend an update that considers the current Council Strategic Plan, other Council plans and strategies that have been adopted since 2019, current demographics, emerging best practices, and current trends.

Since Council's endorsement in 2019, Richmond has continued to be a cultural leader, delivering comprehensive arts and culture programs, including initiatives to improve accessibility, grow media programs for youth, increase programming that involves work by Musqueam and other Indigenous artists, provide multi and inter-generational opportunities to engage with the arts, establish HowArtsWorks.ca as a go-to resource for the arts community, and complete the conversion of the Minoru Place Activity Centre into the Richmond Cultural Centre Annex to address the growing demand for arts programs and exhibition spaces.

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### Scope of Work

The following proposed scope of work includes a community engagement process that will reflect on the Strategy and adapt it to innovate and ensure alignment with new or updated City plans and strategies, while remaining based on the intensive research that was completed in 2019.

#### Reflection and Review (Q3 2024)

• Review of the current Strategy in the context of leading sector practices and emerging trends, with consideration of and linkages to other City programs, services and planning initiatives that have occurred since 2019 (such as the Community Needs Assessment, Cultural Harmony Plan, Youth Strategy, and Accessibility Plan).



# Public Engagement (Q3-Q4 2024)

- Community Roundtables to connect with stakeholders, including new voices who may not have been active in the community during the previous engagement process. This group will be diverse and those invited to participate will include practicing artists, the Richmond School District, youth, Musqueam representative(s), and others representing the Richmond community broadly.
- Pop-up community engagement opportunities for general public participation.
- Let's Talk Richmond Community questionnaire which will provide a further opportunity for general public participation.



# Update the Strategy (Q1-Q2 2025)

- Complete Draft Strategy that reflects research and public engagement findings.
- Present Draft Strategy to Council in advance of validation through community feedback.
- Public engagement to validate Strategy.
- Present final updated Strategy for Council adoption.

This work will be completed within existing budgets and will result in an updated strategy that will guide and inspire the delivery of arts programs and services to enrich quality of life through engagement with the arts.

Members of the community will also be engaged simultaneously to inform the development of the Arts Facilities Needs Assessment and staff will ensure that these two projects inform one another.

# **Financial Impact**

None.

#### Conclusion

The arts contribute to quality of life and health, as well as the wellness of everyone who lives, works and plays in Richmond. A collaborative and inclusive approach to engaging the Richmond community, combined with consideration of current Council plans and strategies, best practices and emerging trends, will inform the development of an updated Richmond Arts Strategy 2025—2029. This new strategy, combined with the findings of the Arts Facilities Needs Assessment, will guide the development and delivery of arts programs and services for the next five years.

Lies Jauk

Manager Arts Services

(604-204-8672)



# **Report to Committee**

To: General Purposes Committee

Director, Business Services

**Date:** June 10, 2024

From:

Katie Ferland

File: 08-4150-01/2024-Vol

01

Re:

**Development of a Richmond Tourism Master Plan** 

# **Staff Recommendation**

That the approach to developing a Richmond Tourism Master Plan, including the guiding principles, as outlined in the staff report titled, "Development of a Richmond Tourism Master Plan," dated June 10, 2024, from the Director, Business Services, be endorsed.

Katie Ferland

Director, Business Services

(604-247-4923)

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

SENIOR STAFF REPORT REVIEW

INITIALS:

APPROVED BY CAO

#### Staff Report

### Origin

Multiple City strategies and plans have guided past tourism initiatives and related Municipal and Regional District Tax (MRDT) investments, helping to shape the development of Richmond's tourism industry and the evolution of the Community Tourism Partnership Model that exists today. These include the 2008 Community Tourism and Sport Hosting Strategy, 2012 Official Community Plan, and the 2014 Resilient Economy Strategy.

Developing a new long-term strategy has been identified as a priority by the tourism partners to ensure Richmond's approach to tourism considers both the current context and future challenges and opportunities. The City, Tourism Richmond, and the Richmond Hotel Association (RHA) committed to jointly developing a Tourism Master Plan in the City's 5-Year Strategic Tourism Plan (2022-2027), which was endorsed by Council and approved by the Government of British Columbia through the MRDT Program application process.

In advance of the next MRDT application cycle (2027-2032) and in alignment with the development of the City's new Economic Development Strategy, it is timely to commence work on developing this Tourism Master Plan for Richmond. It is anticipated that the Tourism Master Plan will develop a shared vision for tourism in Richmond and a comprehensive framework of key goals that align tourism, economic development, and the community in Richmond. This would be done through a lens of social, cultural, economic, and environmental sustainability to provide long-term opportunities for the greatest breadth of residents and communities possible.

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

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

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

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

2.5 Work collaboratively and proactively to attract and retain businesses to support a diversified economic base.

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

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

# **Analysis**

#### **Proposed Guiding Principles**

It is proposed that the Tourism Master Plan be developed in alignment with the following Guiding Principles:

- Create a shared vision. Through the process of developing the Tourism Master Plan, extensive community and industry consultation will enable a greater understanding of multiple perspectives, with the aim that the final Plan reflects a shared vision to guide activities to enhance Richmond as a tourist destination.
- Grow sustainably. The Tourism Master Plan will guide future growth of the tourism sector
  in Richmond and will identify opportunities to grow the visitor economy sustainably over
  the long-term, building resilience to address shorter-term impacts. The lens of social,
  cultural, economic, and environmental sustainability will seek to provide long-term
  opportunities for the greatest breadth of residents and communities possible.
- **Positively impact the community**. In considering future growth of the sector, the Tourism Master Plan will be guided by a focus on approaches and actions that positively impact the broader Richmond community.
- Guide future investments. The Tourism Master Plan will help provide direction for
  future public and private investments related to tourism in Richmond over the longer
  term. This includes guiding future MRDT applications, investments and associated
  activities undertaken by the City and its partners to support growth and development of
  the tourism sector in Richmond.

#### Proposed Approach

It is proposed that Tourism Richmond, as the City's contracted Destination Marketing Organization (DMO), lead this project in partnership with the City and in collaboration with other key tourism partners and stakeholders. Tourism Richmond has the capacity and funding to complete this work and is well positioned and recognized in the community and tourism industry.

A Steering Committee would guide and govern the development of the Master Plan. This Committee could be comprised of City staff, Tourism Richmond Board members, Tourism Richmond's CEO and select team members, and potentially other community members and leaders. The role of the Committee would be to provide feedback on the project scope of work, review and approve key deliverables, and potentially be engaged in follow up implementation of the Master Plan, once approved. Extensive industry and community engagement would inform the work of the Committee and the development of the Plan.

The Tourism Master Plan would be brought forward to both the Tourism Richmond Board and to Council for approval.

Table 1: Work Plan for Richmond Tourism Master Plan

Task	Description	Estimated
		Timeline
Steering Committee formed	Members of Steering Committee identified and	Q3 2024
	convened; input provided to guide the project's	
	detailed scope of work.	
Phase 1: Research and	Based on the agreed scope of work, Tourism	Q3 2024 –
Analysis	Richmond will engage experts to conduct research	Q1 2025
	and analysis of the city's tourism sector and	
	broader landscape, including an examination of	
	Richmond's strengths, weaknesses, opportunities	
	and threats to better inform the development of the	
	Plan's vision and key goals.	
Memo to Council -	An Information Memo to Council by staff to	Q1 2025
Research results and plans	provide results of the research and analysis phase	
for public engagement	and information on plans for upcoming	
	community and industry engagement.	
Phase 2: Consultation and	Engagement with businesses and others in the	Q2 2025
Public Engagement	tourism sector, as well as the broader community,	
	to provide input and help develop the Master Plan	
	vision and key goals. Members of Council will be	
	invited to participate in these engagement	
	opportunities.	
Phase 3A: Draft Master Plan	Creation of the Master Plan based on the research	Q3 2025
	and analytical work undertaken and input from the	
	business and public engagement processes.	
Report to Council - Draft	Draft Master Plan presented to Council; additional	Q3 2025
Master Plan	community and industry engagement as needed.	
Phase 3B: Final Master	Final Master Plan presented to the Tourism	Q4 2025
Plan, including presentation	Richmond Board of Directors for endorsement and	
to Tourism Richmond Board	then to Council for approval.	
and Report to Council		

#### Upcoming MRDT Renewal

The City will be required to submit an application to the Government of BC for the next 5-year MRDT cycle (2027-2032) on or before September 30, 2026. The above timelines would ensure that the Tourism Master Plan is completed in advance and that this strategic document can guide the content and goals of the application, and that proposed activities align with the strategic needs of the industry and community as presented to and approved by Council.

It is anticipated that the Tourism Master Plan would form part of the City's MRDT application package, in addition to the required 5-year strategic business plan jointly developed by the three tourism partners and a tactical plan outlining specific actions to be taken in the first year. Subsequent tactical plans are required to be submitted to the Government of BC on an annual basis,

and any future City-led initiatives would be brought forward to Council for consideration as appropriate.

#### **Financial Impact**

None. Tourism Richmond will provide funding for the full cost required to develop the Richmond Tourism Master Plan.

#### Conclusion

Richmond has a key opportunity to consider and strategically plan for the future of its tourism sector, given the past challenges of the COVID-19 pandemic and continuing global and local economic challenges and opportunities. A Richmond Tourism Master Plan would help shape how tourism businesses and partner entities such as Tourism Richmond align on key goals and initiatives to drive both growth and sustainability in the sector. Initiating this work in 2024 could align development with the City's new Economic Development Strategy and also ensure that a Master Plan is in place prior to the 2027-2032 MRDT application cycle.

If endorsed, next steps would involve working with Tourism Richmond to form the Steering Committee and providing input on the more detailed project scope of work that would be aligned with the guiding principles and approach outlined in this report. Extensive community and industry engagement will help to inform the development of the Plan, which would then be brought forward to Council for approval.

Jill Shirey

Manager, Economic Development

(604-247-4682)

All M. Hivey



# **Report to Committee**

To:Planning CommitteeDate:June 19, 2024From:Wayne CraigFile:HA 23-035279

General Manager, Planning and Development

Re: Heritage Alteration Permit for 12111 3rd Avenue (Steveston Hotel)

#### **Staff Recommendation**

That a Heritage Alteration Permit which would permit exterior alterations on the identified heritage building, and associated landscaping, at 12111 3rd Avenue be issued.

Wayne Craig General Manager,

Planning and Development

Att. 4

REPORT CONCURRE	ENCE
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### **Staff Report**

### Origin

Kanaris Demetre Lazos has applied for a Heritage Alteration Permit (HAP) to make exterior alterations to the identified heritage building known as the Steveston Hotel, located at 12111 3rd Avenue in the Steveston Village Heritage Conservation Area.

The proposal is to make exterior changes to the main floor façades of the north wing (the pub portion) in order to convert the existing pub to additional hotel suites, which are permitted under the current "Steveston Commercial (CS2)" zone. No changes are proposed on the second floor or to the south portion of the building and there is no additional floor area proposed.

A location map and an aerial photograph are provided in Attachment 1.

### **Background**

# Heritage Value

The Steveston Hotel at 12111 3rd Avenue is one of 17 identified heritage buildings in the Steveston Village Heritage Conservation Area. The hotel was constructed in 1894 and served the population of Steveston during the boom years of the fishing and canning industries. It provided a refuge following the 1918 fire and housed the post office during the rebuilding.

The addition to the north was built in 1948 which included a pub on the main floor and additional hotel units on the second floor. At the same time, the exterior of the original 1894 portion of the building was significantly altered at that time to match the new addition. The building has undergone further alterations since then, including replacement and reconfiguration of the ground floor windows and doors, and recladding with stucco and aluminum siding. The building has continued in its original hospitality use as hotel, restaurant and pub.

The heritage value of the Steveston Hotel lies in its historic association with the development of the Steveston townsite and its social and cultural value as a community gathering place. The character-defining elements of the Steveston Hotel include its landmark status and prominent location, its role as a social gathering place, and surviving elements of its two stages of construction including the flat-roof form, simple lines and upper floor window pattern.

Historic photographs of the building are included in Attachment 2. The Statement of Significance for the Steveston Hotel is included in Attachment 3.

The Steveston Hotel has seen substantial alterations to the exterior over its 130-year history. The current pub portion of the building was added 74 years ago. Since 2017 the hotel has seen the issuance of a number of minor Heritage Alteration Permits for windows, doors and exterior finishes; however the building retains the overall form, massing and upper floor window pattern of this heritage resource.

# **Surrounding Development**

To the North: The Steveston Courthouse, a protected heritage building, as well as a non-heritage

building at 12011 3rd Avenue, zoned "Steveston Commercial (CS2)". The property is the subject of a rezoning application, currently under staff review, to permit a three-storey mixed-use building (RZ 17-794156) to be processed under

separate report.

To the South

and West: The Gulf of Georgia Cannery National Historic Site on a property zoned "Light

Industrial (IL)".

To the East: Across 3rd Avenue is a mixed-use building known as the Roderick, ranging one

to three storeys on a property zoned "Commercial Mixed Use (ZMU33) –

Steveston Village".

#### **Related Policies & Studies**

# Official Community Plan & Steveston Area Plan

Section four of the City's Official Community Plan (OCP) provides city-wide direction and policy to preserve, promote and celebrate community heritage. The subject site is designated "Neighbourhood Service Centre" in the OCP and "Heritage Mixed-Use (Commercial-Industrial with Residential & Office Above) in the Steveston Area Plan. The proposed expansion of hotel use is consistent with the plan and the current zoning of "Steveston Commercial (CS2)".

# Steveston Village Heritage Conservation Area

Steveston Village is also designated as a Heritage Conservation Area (HCA). In the HCA, 17 buildings and some landscape features are identified as heritage resources. The subject building is one of the 17 protected heritage properties.

The Steveston Area Plan seeks to conserve significant heritage resources throughout the Steveston area and conserve the identified heritage resources within the Steveston Village Node as outlined in the Steveston Village Conservation Strategy. A Heritage Alteration Permit is required if exterior alterations are proposed to a protected heritage property within the Heritage Conservation Area to ensure the proposed changes do not negatively impact the overall heritage value. Conservation of protected heritage properties is to be guided by the Steveston Village Conservation Strategy (2009) and the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2nd edition, 2010, Parks Canada). Any new construction or addition on a site where there is a protected heritage building is to be consistent with the Development Permit guidelines in the Steveston Area Plan in addition to the above noted guidelines. The proposed changes to the facades are limited to retain the existing form and character of the building. The proposed landscaping is in keeping with the design guidelines for Steveston Village.

#### **Public Consultation**

A Heritage Alteration Permit notification sign has been installed on the subject property. Also, early notification has been mailed to residents and property owners within 100 metres of the subject site. Staff have received one phone inquiry from the public to obtain further information on the proposed scope of work.

# **Richmond Heritage Commission**

The Heritage Alteration Permit application was presented to the Richmond Heritage Commission on May 15, 2024. The Commission supported the application subject to landscaping improvements for the area in front of the building fronting 3rd Avenue. An excerpt from the Commission meeting minutes is included in Attachment 4.

In response to the Commission's comments, updates have been made to the proposed design:

- The main floor window type has been updated to more closely coordinate with the upper floor window type, with vertical orientation and awning openings (push-out windows).
- Landscaping has been further developed to improve the interface with the public edge along 3rd Avenue and to increase privacy for hotel guests and contribute to the character of the streetscape. Planters have been increased in number and moved to the front edge of the property. The planter material has been updated to black powder-coated metal instead of concrete, the proposed plants have been specified, and irrigation has been added.

# **Analysis**

The current proposal is to convert the existing pub to additional hotel suites without adding any additional area to the existing building, which are permitted under the current "Steveston Commercial (CS2)" zone, and make exterior changes to the main floor façades of the north wing (the pub portion) in order to accommodate the new use. No changes are proposed on the second floor or to the south portion of the building containing the original part of the hotel.

The proposed exterior alterations are limited to those required to maintain the current structure and façade, and achieve the change in internal layout to create hotel suites. The proposed arrangement of doors and windows corresponds to the interior layout proposed by the applicant to achieve five new suites, replacing the current pub use.

Details of the proposed scope of work are:

- East (front) elevation:
  - Replace the existing four fixed windows with new openable windows (fixed lower portion with awning openings above) in the same locations and dimensions;
  - o Add one new window of the same size and type at south end of the façade;
  - Retain the existing wood entry doors and hardware and change glazing to clear glass;
  - o Remove the metal and glass canopy over the south entry doors, and extend the railing across the opening;

- o Add eleven fixed planters with plant materials at the patio edge; and,
- o Replace the wording on the fascia signage, removing "Est. 1895", "Buck & Ear" and "Bar And Grill" to replace with "Steveston Suites".

# • North (side) elevation:

- o Remove an existing exit door and install four new windows, style to match the east elevation; and,
- o Add stucco over existing concrete block walls and paint to match existing stucco.

#### • West (rear) elevation:

- Replace one set of existing double doors with new glazed double doors with aluminum frame;
- Replace one set of existing double doors with larger, glazed patio doors with a transom window;
- o Remove an existing exit door;
- Replace one existing window, remove one existing window, and add five new windows of varying sizes, style to match east elevation; and,
- O Add stucco over existing concrete block walls and paint to match existing stucco.
- The proposed new window and door frames will match the building's existing aluminum frames (colour and style). Wood trim is proposed to be added to frame the main floor windows.

The proposal includes some landscaping treatment along the front of the proposed new hotel suites. The Steveston Village General Guidelines (9.3.2.1) in the Steveston Area Plan provide guidance on Landscape Elements including encouraging the provision of planters, window boxes and/or other types of container gardens to provide an abundance of year-round seasonal colour. The Design Criteria for the Steveston Revitalization Area (Sakamoto Guidelines, prepared in 1987, and included in the Steveston Area Plan) also indicates the addition of landscaping in containers where space allows, such as in the front setback of a building.

The proposed landscape plan for the patio area fronting 3rd Avenue has been refined in response to comments received from the Richmond Heritage Commission. The existing railings and paving are proposed to be retained. Planters and plant materials will be added to provide a buffer between the public sidewalk and the hotel frontage, increase privacy of hotel guests, and contribute to the streetscape character. While street trees were historically at this site, the planter program option proposed by the Commission was considered to be more closely aligned with the design guidelines for Steveston Village.

To ensure the provision of landscaping, a legal agreement and associated landscape security in the amount of \$5,742 is required prior to Building Permit issuance.

Given the limited scope of work on the exterior, heritage restoration of the building is not proposed at this time. The applicant has worked with staff to minimize changes to the facades and retain the existing form and character. The addition of landscaping in planters is in keeping with the design guidelines for Steveston Village.

#### Conclusion

It is recommended that the Heritage Alteration Permit (HA23-035279) for 12111 3rd Avenue be issued to permit the proposed exterior alterations and landscaping.

Judith Mosley

Planner 2 (Policy Planning) - Heritage Planner

JM:cas

Att. 1: Location Map and Aerial Photograph

2: Historic photographs (1948 and 1951)

3: Statement of Significance

4: Excerpt from the May 15, 2024 Richmond Heritage Commission Minutes

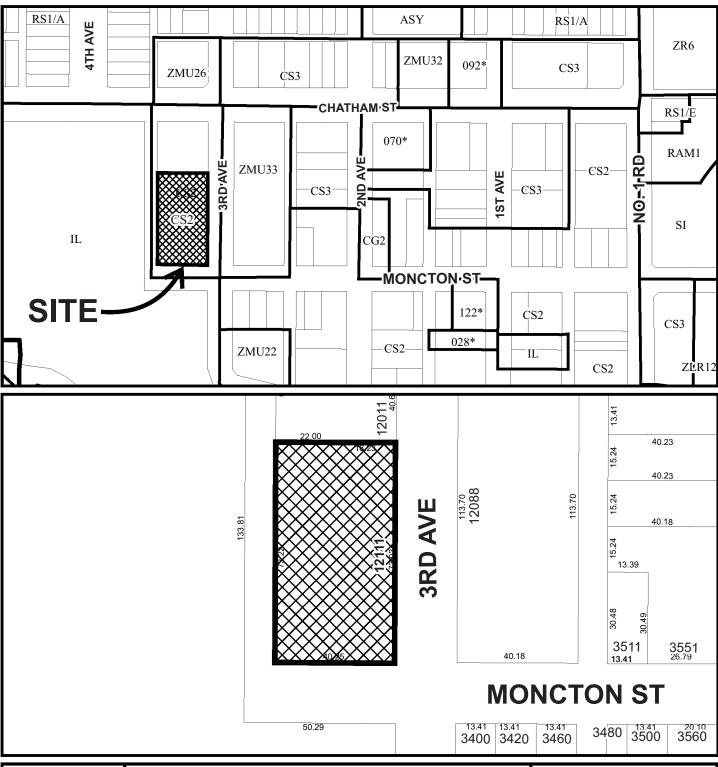
# Prior to Building Permit Issuance, the developer must complete the following requirements:

- 1. Submission of the landscape security in the amount of \$5,742. A legal agreement is required to accompany the Landscape Security to set the terms for the use and release of the security.
- 2. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
- 3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit . For additional information, contact the Building Approvals Department at 604-276-4285.

#### Note:

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.







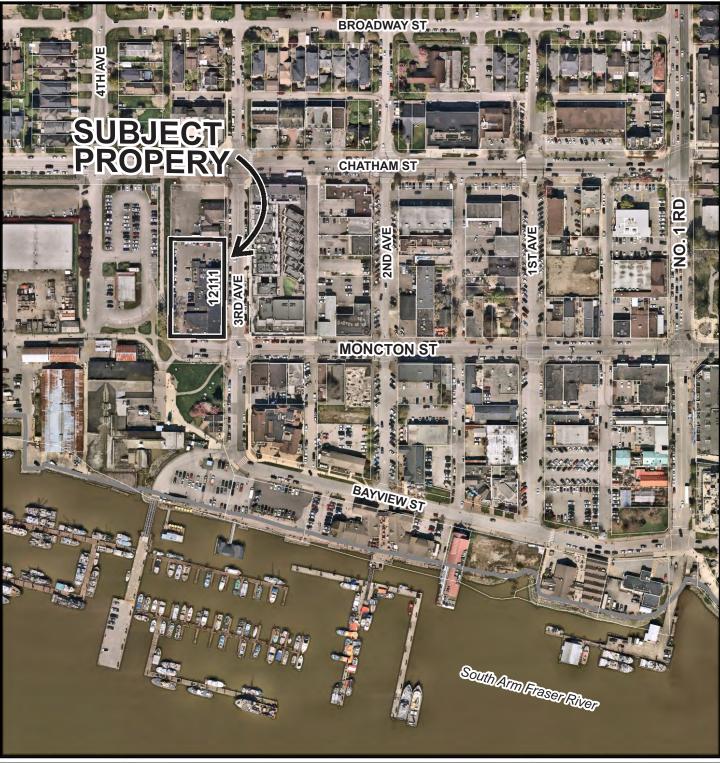
HA 23-035279

Original Date: 01/03/24

**Revision Date:** 

Note: Dimensions are in METRES







HA 23-035279

Original Date: 01/03/24

**Revision Date:** 

Note: Dimensions are in METRES

# Historic Photographs (1948 and 1951) 12111 3rd Avenue (Steveston Hotel)



Steveston Hotel addition under construction, 1948 *City of Richmond Archives, Photograph 1986 58 3.* 



Steveston Hotel after construction of addition and exterior alterations to original facade, 1951 *BC Archives, I-32961*.

#### **Steveston Village Conservation Program**

# Moncton Street resources

# 22. 12111 3rd Avenue Steveston Hotel/Sockeye Hotel



#### Description

The Steveston Hotel (Sockeye Hotel) takes up the west side of a full block along Third Avenue. The historic place is a two-storey, utilitarian structure with a flat, unarticulated façade and a flat roof. It directly fronts the street, without transition or landscaping.

#### Values

The Steveston Hotel is valued for its historic association with the development of the Steveston townsite and its social and cultural value as a community gathering place and local business. Constructed in 1894, the hotel represents the economic infrastructure which supported the local fishing and canning industries historically, and the tourism industry today. As an historic and longstanding fixture in the community, it is significant that this historic place has had continuing use as a gathering place for the town's citizens, and continues to operate in its original function today.

Architecturally, the Steveston Hotel is an excellent example of a building which predates the fire of 1918. A significant landmark building in the commercial downtown of the village, it represents the growth of Steveston as a prosperous frontier town in the late nineteenth and early twentieth centuries. It is also important to note the role of this building as a refuge for many after the fire, and its contribution to rebuilding the town seen in its temporary housing of the Steveston Post Office for a time.

#### **Character-Defining Elements**

The character-defining elements of the Steveston Hotel include:

- The hotel's landmark status at the terminus of Steveston's main street
- Its prominent location at the corner of Moncton Street and 3rd Avenue
- The liveliness and diversity the establishment lends to the street edge along 3rd Avenue
- Surviving elements of its two stages of construction, seen in such elements as its flat-roofed form and simple lines

# This resource met the following criteria:

Criterion 1: The overall contribution of the resource to the heritage

value and character of Steveston

Criterion 2: The ability of the resource to represent a certain

historical process, function and style

Criterion 3: The level of importance of associations with an era in

Steveston's history and development

Criterion 4: The intactness and evocative qualities

# **Excerpt of the Minutes to the Richmond Heritage Commission meeting**

# Wednesday, May 15, 2024 - 7:00 pm Cisco Webex

### Heritage Alteration Permit for 12111 3rd Avenue (HA23-035279)

Minhee Park, Planner 3, from Policy Planning provided a presentation about the application including the heritage status of the site, a brief history of the building's construction and alterations, and an overview of the proposed exterior changes. This included the following information:

- The Steveston Hotel is a protected heritage property in the Steveston Village Heritage Conservation Area.
- It was constructed in 1894. The pub addition was built in 1948. The hotel was significantly altered at that time and there have been further alterations to the facades since then. While many of the original features have been lost, the flat roof form, overall massing and second floor window pattern remain.
- Five large hotel suites are proposed. Hotel use is permitted under the current zone. Exterior changes proposed to accommodate the new use require a Heritage Alteration Permit.
- The proposed work includes the following: On the east (street) elevation:
  - Replace the existing four fixed windows with new openable windows in the same locations and dimensions, and add a new window of same size at the south end of the façade;
  - Add wood trim to frame windows;
  - Retain the existing wooden entry doors in same locations and change glazing to clear glass;
  - Remove the metal and glass canopy over the south entry doors;
  - Add fixed planters and plant materials; and
  - Replace the current wording on signage.

#### On the north elevation:

• Remove an existing exit door and install four new sliding windows.

# On the west (rear) elevation:

- Replace one set of existing double doors with new glazed doors with aluminum frame;
- Replace one set of existing double doors with larger patio doors with transom;
- Remove existing exit door;
- Replace one existing window and remove one existing window; and
- Add five new sliding windows of varying sizes.
- Staff have requested that the windows on the north and west elevations be consistent with the quality of those proposed on the east elevation. Sliding windows are discouraged.
- The exterior changes are limited to accommodate the proposed interior layout for hotel suites. No landscape changes are proposed, except for addition of concrete planters.

In response to the Commission's questions Ms Park provided the following additional information:

- The proposed planters would be located against the building, beneath the main floor windows.
- The existing railing would remain in place.
- The applicant is to provide details of the plants proposed for the planters.
- The proposed units would be short-term rental hotel units, not apartments.

In response to the Commission's questions and comments the owner provided the following additional information:

- Due to business challenges, the owner wishes to convert the existing pub to apartment suites.
- Only the main floor windows will be changed. The new windows will be double-glazed, operable, with metal frames to match the others on the building.
- The owner wants to have larger windows on the main floor than those on the upper floor, so keeping existing window dimensions.

The Commission provided the following comments:

- It was suggested that the new windows on the main floor look like a family of windows with those on the upper floor such as having a smaller lite at the top that opens.
- The minor changes proposed to the building look acceptable.
- The historic photographs of the hotel show trees at the front. Reintroducing three or four trees could connect to the history of the site.
- The change to hotel use changes the patio area facing 3rd Avenue from a public space to a private space. The space between the railing and the building needs to be addressed to make it more of a contributor to the heritage character of the street and to provide privacy for the hotel guests. Consider removing the concrete paving and planting trees or positioning planters close to the railing to provide separation from the street.
- Instead of concrete, the materials of the planters should be more in keeping with Steveston Village. The interface with the street edge is important and should be pedestrian-friendly in design and materials. There may be modular planters that can be purchased with visual interest and detailing.
- There is opportunity in future for a larger renovation to recapture the heritage character of the building. The scope of this project is small at this time but that may be different in future.
- The applicant should work with planning staff to develop a landscaping scheme for the patio area.

#### It was moved and seconded:

That the Richmond Heritage Commission support the Heritage Alteration Permit application for 12111 3rd Avenue (HA23-035279) with a condition that the applicant works with staff to address the issue related to the public edge along 3rd Avenue, to improve the quality and character of the streetscape and enhance privacy of the hotel

guests, and consider the following options to improve the buffer between the sidewalk and the building façade.

- 1) Provide a comprehensive landscaping scheme including trees and planting materials; or
- 2) Provide a more robust planter program including planter design and materials, and planting materials that are in keeping with the heritage character of Steveston Village.

**CARRIED** 



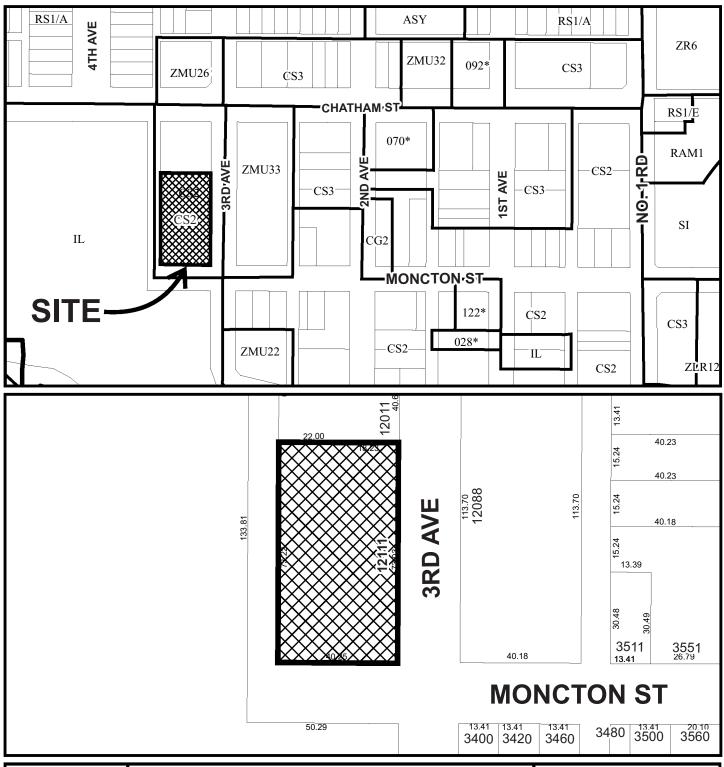
# **Heritage Alteration Permit**

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

		File No.: HA 23-035279	
T	o the Holder:	Kanaris Demetre Lazos	
Р	roperty Address:	12111 3rd Avenue	
Legal Description:		Lot 2 Section 10 Block 3 North Range 7 West New Westminster District Plan EPP65456	
(s.6	517, Local Governm	ent Act)	
1.	(Reason for Permit	<ul> <li>□ Designated Heritage Property (s.611)</li> <li>□ Property Subject to Temporary Protection (s.609)</li> <li>□ Property Subject to Heritage Revitalization Agreement (s.610)</li> <li>☑ Property in Heritage Conservation Area (s.615)</li> <li>□ Property Subject to s.219 Heritage Covenant (Land Titles Act)</li> </ul>	
2.	This Heritage Alteration Permit applies to and only to those lands shown cross-hatched on the attached Schedule "A", and any and all buildings, structures and other development thereon.		
3.	This Heritage Alteration Permit is issued to authorize the proposed exterior alterations and landscaping as shown in the attached Plan #1 to Plan #4 and in accordance with the specifications and maintenance plans outlined in the letter dated June 11, 2024 included in Attachment 1.		
4.	As a condition of the issuance of this Permit, the applicant agrees to provide a Landscape Security in the amount of \$5,742 prior to issuance of the associated Building Permit to ensure that landscaping work is carried out in accordance with this Permit.		
5.	This Heritage Alteration Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.		
6.	If the alterations authorized by this Heritage Alteration Permit are not completed within 24 months of the date of this Permit, this Permit lapses.		
7.	This is not a Build	ling Permit.	
	JTHORIZING RED	SOLUTION NO. <resolution no.=""> ISSUED BY THE COUNCIL THE DAY OF</resolution>	
DE	ELIVERED THIS	<pre><day> DAY OF <month>, <year></year></month></day></pre>	
$\overline{\mathbf{M}}$	AYOR	CORPORATE OFFICER	

IT IS AN OFFENCE UNDER THE LOCAL GOVERNMENT ACT, PUNISHABLE BY A FINE OF UP TO \$50,000 IN THE CASE OF AN INDIVIDUAL AND \$1,000,000 IN THE CASE OF A CORPORATION, FOR THE HOLDER OF THIS PERMIT TO FAIL TO COMPLY WITH THE REQUIREMENTS AND CONDITIONS OF THE PERMIT.





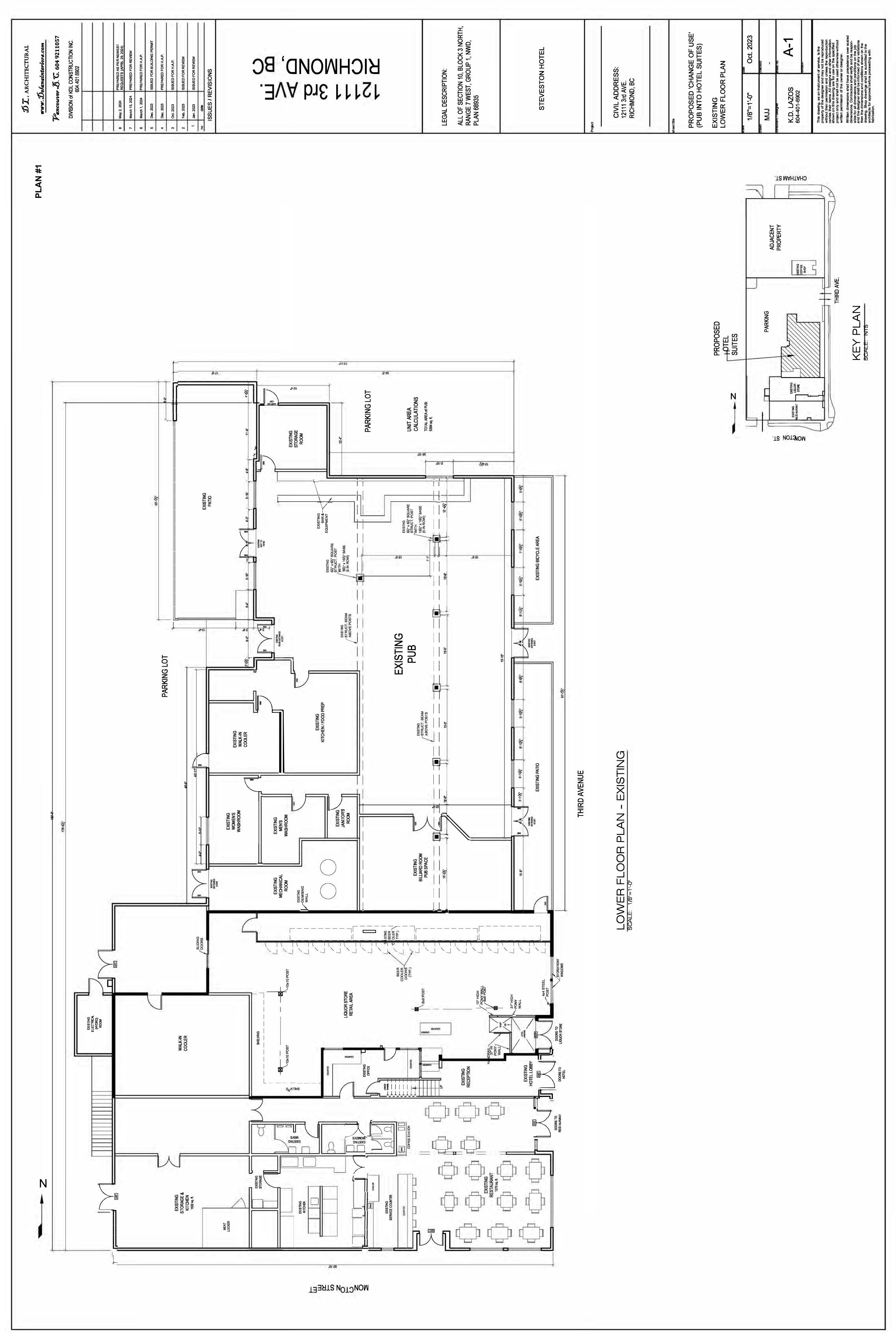


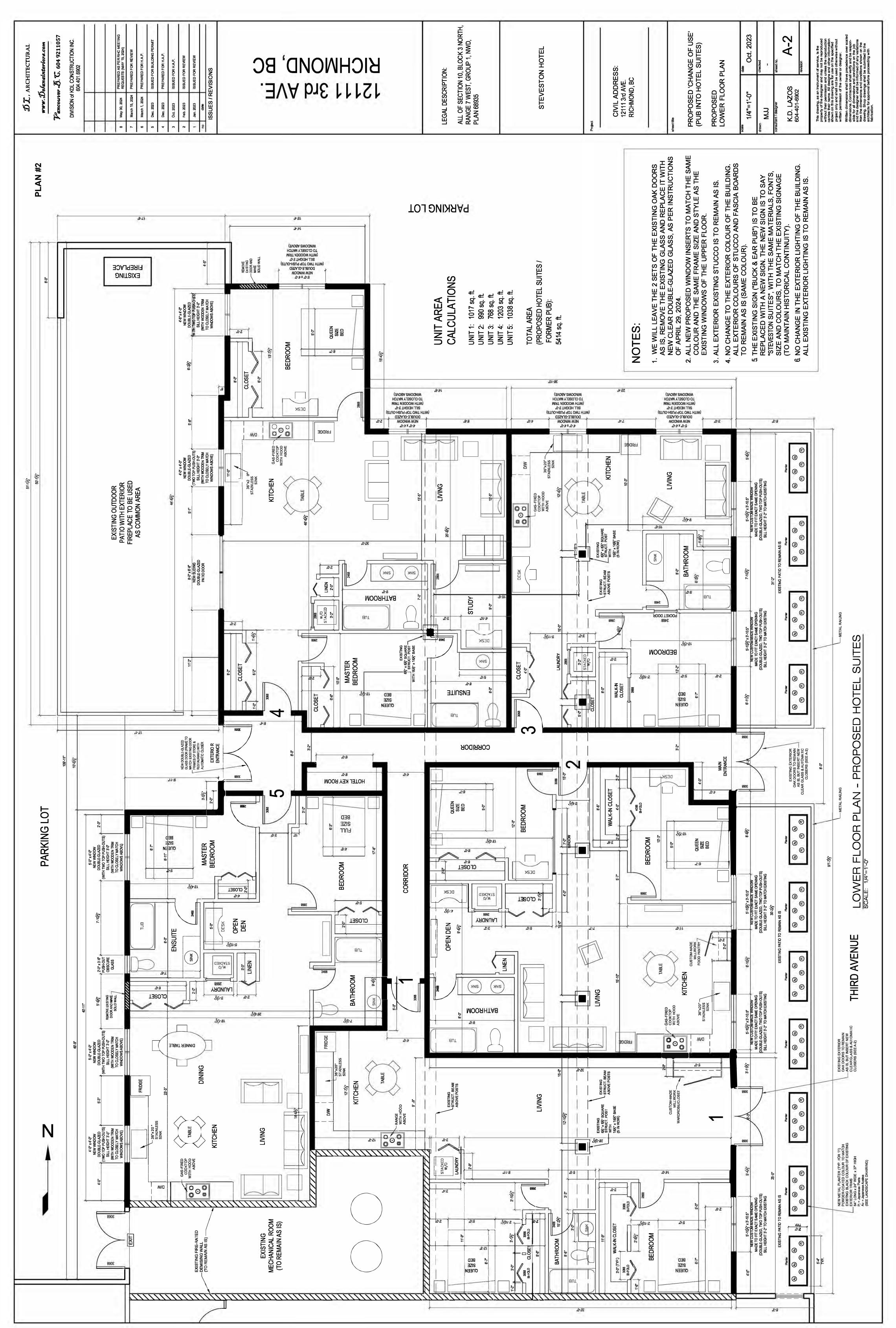
# HA 23-035279 SCHEDULE "A"

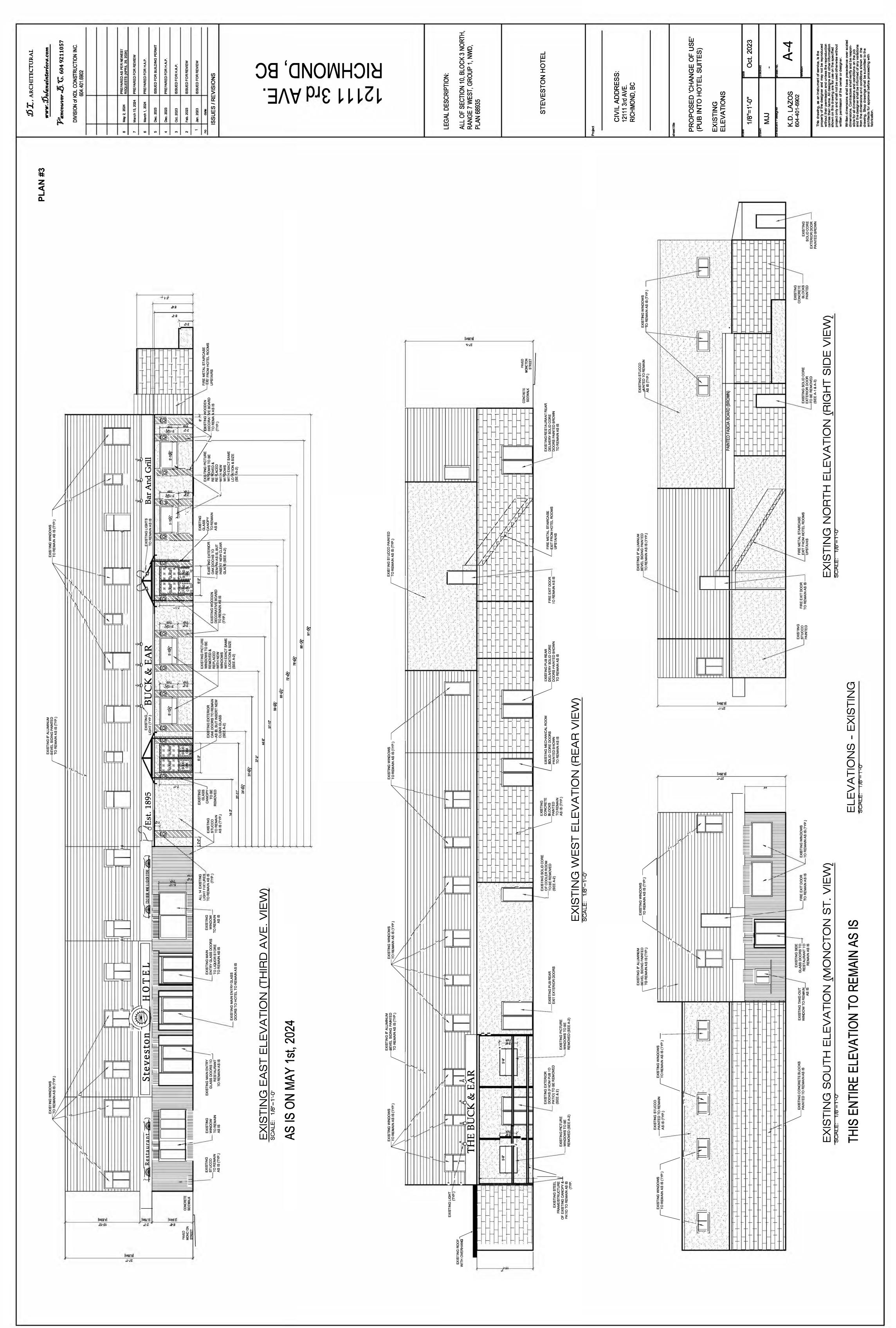
Original Date: 01/03/24

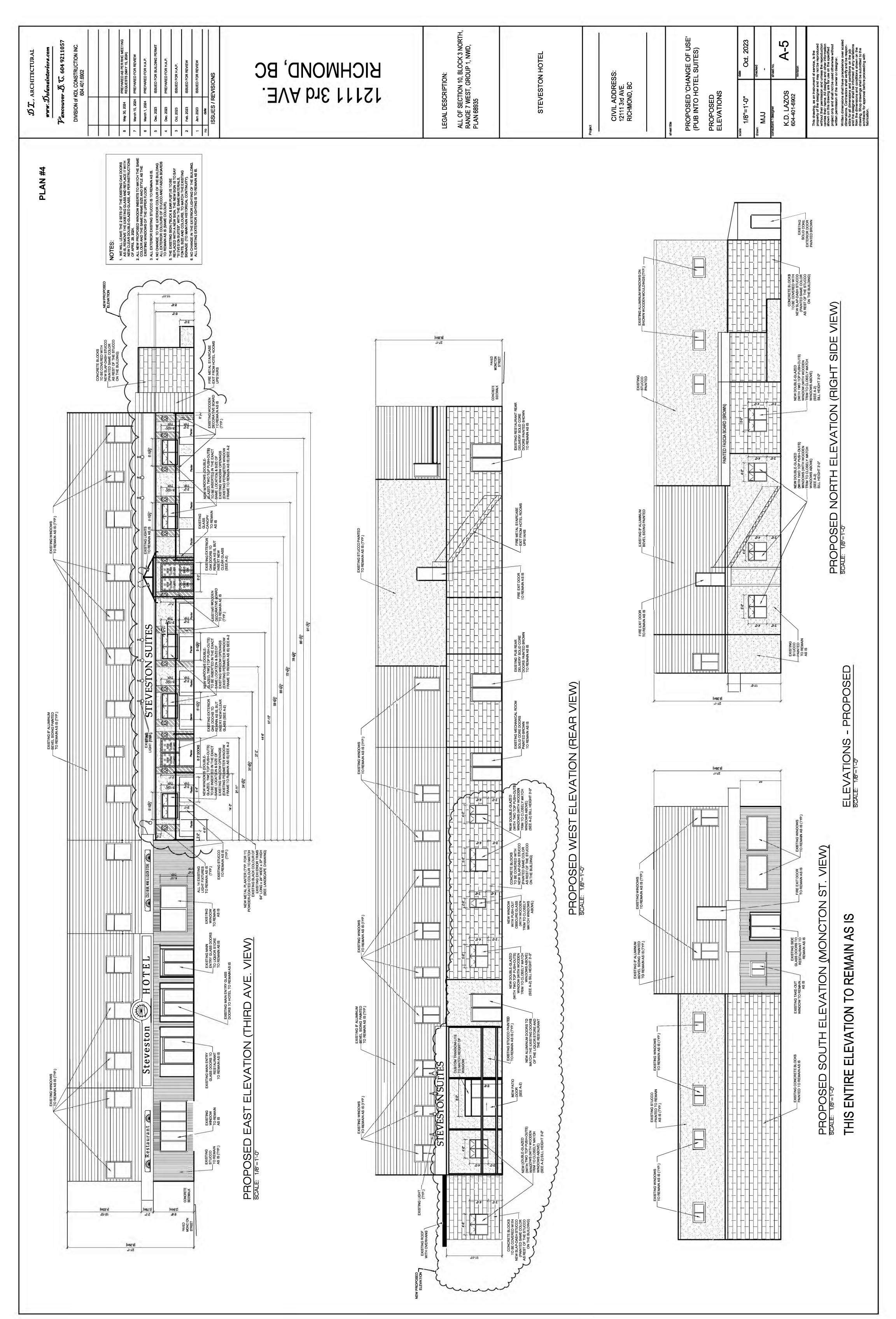
**Revision Date:** 

Note: Dimensions are in METRES











28415 Haverman Rd, Abbotsford BC V4X 2P2

June, 11 2024

Dear City of Richmond,

I am writing to confirm that our project will meet the specified technical requirements for the planters. Below are the detailed specifications and maintenance plan that will be adhered to:

#### 1. Planter Dimensions:

- o Minimum planter height: 3'-0"
- o Minimum planter width: 18"-24"
- o Minimum soil depth in each planter: 24"

#### 2. Plant Specifications:

- o Minimum plant pot size: #2
- o Recommended plant spacing and number of plants per planter: approximately 18"
  - 24" on center 6 plants per planter

#### 3. Watering and Drainage:

- o Planters will include a drip irrigation system or be self-watering to ensure consistent moisture levels.
- Planters will be equipped with drainage holes and trays to prevent waterlogging and ensure proper drainage.

#### 4. Mulching:

 A 2" depth of organic mulch will be included to help retain soil moisture and regulate soil temperature.

#### 5. Maintenance Plan:

o As per Maintenance plan Below

We are committed to ensuring that all planters not only meet but exceed these technical requirements to achieve the desired aesthetic and functional outcomes. Should you have any further questions or require additional information, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,

Prubh Dosanjh, B.eng

#### **Maintenance Plans- June,11 2024**

## Japanese Azalea Maintenance Plan

#### **General Care:**

- Watering: Keep soil consistently moist but not waterlogged. Azaleas prefer well-drained, acidic soil.
- **Fertilizing:** Fertilize in early spring with a slow-release, acid-forming fertilizer specifically formulated for azaleas and rhododendrons.
- **Mulching:** Apply a 2-3 inch layer of mulch (pine bark, pine needles, or wood chips) around the base to conserve moisture and maintain soil acidity.

#### **Trimming:**

- **Frequency:** Trim annually after blooming, typically in late spring to early summer.
- **Technique:** Remove dead or diseased branches first. Then, prune to shape the plant, cutting back to a healthy lateral branch or bud. Avoid cutting into old wood as azaleas don't regenerate well from it.
- **Purpose:** This encourages fuller growth, maintains a compact form, and ensures the plant remains healthy.

#### **Replacement:**

• **Frequency:** Replace plants that show signs of decline (e.g., significant dieback, disease, or lack of vigor) after careful assessment, typically every 10-15 years or as needed.

## **Japanese Pieris Maintenance Plan**

#### **General Care:**

- **Watering:** Ensure soil is evenly moist, especially during dry periods. Pieris prefer well-drained, slightly acidic soil.
- **Fertilizing:** Feed in early spring with a balanced, slow-release fertilizer or one formulated for acid-loving plants.
- **Mulching:** Use a 2-3 inch layer of mulch around the base to help retain moisture and regulate soil temperature.

#### **Trimming:**

- **Frequency:** Trim annually after flowering, typically in late spring.
- **Technique:** Prune out dead or damaged wood first. Then, lightly shape the plant by cutting back to a lateral bud or branch. For rejuvenation pruning, cut back one-third of the oldest stems to the base to encourage new growth.
- **Purpose:** Promotes a denser form, controls size, and encourages healthy new growth.

#### **Replacement:**

• **Frequency:** Assess plants for health and vigor regularly, replacing those that are diseased, damaged, or no longer thriving every 10-20 years or as needed.

## **Additional Tips for Both Plants**

#### **Pest and Disease Control:**

- **Monitoring:** Regularly check for signs of pests such as lace bugs, spider mites, and scale insects. Also, watch for fungal diseases like powdery mildew and root rot.
- **Management:** Use appropriate organic or chemical controls as needed, and ensure good air circulation around the plants to reduce disease risk.

#### **Winter Protection:**

- **Mulching:** Ensure a good mulch layer to protect the roots from extreme temperatures.
- **Shelter:** In particularly harsh winters, consider windbreaks or burlap wraps for young or exposed plants.

By following this maintenance plan, your Japanese Azaleas and Japanese Pieris should thrive, maintaining fullness and an overall even form throughout their life span.



# **Report to Committee**

To:

General Purposes Committee

Date: June

June 3, 2024

From:

Martin Younis, B. Eng., M. Eng.

File:

06-2050-20-HBSC/Vol 01

Director, Facilities and Project Development

Keith Miller

Director, Recreation and Sports Services

Re:

Hugh Boyd Community Facility and Fieldhouse - Program, Site Selection, Form

and Concept Design

#### Staff Recommendations

- 1. That the program, Site A location, two-storey form and concept design as described in the staff report titled, "Hugh Boyd Community Facility and Fieldhouse Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services, be approved;
- 2. That the existing small fieldhouse be demolished as outlined in the report titled, "Hugh Boyd Community Facility and Fieldhouse Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services;
- 3. That the capital budget in the amount of \$19 million be approved and funded from the Growing Communities Reserve Fund (\$17,712,669) and Capital Building and Infrastructure Reserve (\$1,287,331) as outlined in the report titled, "Hugh Boyd Community Facility and Fieldhouse Program, Site Selection, Form and Concept Design," dated June 3, 2024, from the Director, Facilities and Project Development and the Director, Recreation and Sport Services; and
- 4. That the Consolidated 5 year Financial Plan (2024-2028) be amended accordingly.

Martin Younis, B. Eng., M. Eng.

Director, Facilities and Project Development

(604-204-8501)

Keith Miller

Director, Recreation and Sport Services

(604-247-4475)

Att. 2

REPORT CONCURRENCE					
ROUTED TO: Finance Department Parks Services Sustainability	Concurrence ダ ダ ダ	CONCURRENCE OF DEPUTY CAO  The Gray			
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO			

#### **Staff Report**

#### Origin

On February 13, 2018, staff presented a report titled "Hugh Boyd Field House Feasibility Study," from the Interim Director, Parks and Recreation dated January 5, 2018, which proposed a fieldhouse of approximately 6,300 sq. ft. In response, a motion was carried to add "a community facility of up to 10,000 sq. ft., which would incorporate a soccer fieldhouse" to the previously approved list of Phase 2 Major Facility Projects (2016-2026), and the project was subsequently added to the 5 year capital plan as approved by Council.

Following the presentation of the stakeholder engagement plan at the July 10, 2023 Council meeting, staff hired an architectural firm and re-engaged the Hugh Boyd Building Committee (Building Committee) to confirm program priorities for a facility of up to 10,000 sq. ft.

The purpose of this report is to present the updated program, site options, concept design and budget for the new community facility and fieldhouse located in Hugh Boyd Community Park.

This report supports Council's Strategic Plan 2022-2026 Strategy #1 Proactive in Stakeholder and Civic Engagement:

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

1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.

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

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

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

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

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

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

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

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

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

This report supports the following action from the City of Richmond Wellness Strategy 2018-2023:

Foster healthy, active and involved lifestyles for all Richmond residents with an emphasis on physical activity, healthy eating, and mental wellness.

This report also supports the City's Recreation and Sport Strategy, Focus Area #4 Active People and Vibrant Places:

Natural and built environments within neighbourhoods in Richmond encourage connectedness and participation in recreation and sport. Action 4.3 Provide inclusive, safe and welcoming facilities and spaces for recreation and sport programs and services.

This report also supports the Richmond Circular City Strategy, Direction 1: Maximizing Ecosystem Services and Direction 5: Adaptive Built Environment:

- 1.3.1. Explore opportunities to foster the development of contemporary landscapes and architecture that incorporates natural and living materials while optimizing the use of land through policies, measures, and actions that promote their use.
- 5. Maximize the optimal use of construction materials and buildings, infrastructure, and land.

#### **Background**

In addition to serving as the primary location for many local sport groups' practices, home games and tournaments, the Hugh Boyd Community Park (the "Park") is well-utilized and valued by the Richmond community as a whole. The 41.66 acres Park includes sports fields, pitch and putt golf, basketball, pickleball and tennis courts, outdoor fitness, a playground, a secondary school and the West Richmond Community Centre. The sports fields contain two full-size artificial turf fields, two smaller artificial turf mini fields, two full-size grass fields and the current Hugh Boyd Fieldhouse (refer to Attachment 1).

The current 970 sq. ft. fieldhouse was built in 1969 (53 years old) and contains a concession stand, change rooms and washrooms. Due to challenges with its ageing infrastructure and poor condition, the facility is primarily used for storage and the cost to maintain its ageing systems are increasing.

The addition of a new community facility and fieldhouse in the Park will support the provision of community programs, support the day-to-day needs of multiple local sport user groups and offer opportunities to attract and host high-profile tournaments and sporting competitions. This centralized facility will support and promote community involvement and engagement by providing a more comprehensive solution for the growing needs of the community.

#### **Program Development**

As this facility will serve both local sport user groups and the broad community, representatives on the Building Committee included the following stakeholder groups:

- Richmond Sports Council
- Richmond Sport Hosting
- Richmond Soccer Association
- Richmond United Football Club
- Richmond Adult Soccer Association
- Richmond Chinese Soccer Association
- Hugh Boyd Secondary School
- Nations Cup Organizing Committee
- West Richmond Community Association (WRCA)
- Richmond School District

These organizations were previously on the Building Committee involved in the development of a concept design for this facility in 2015 and 2017, as well as a Feasibility Study in 2018. As per direction received at the Council meeting on May 13, 2024, an invitation has been extended to the Musqueam Indian Band to recommend a representative to participate in the Building Committee. At the time of writing this report, a response had not been received.

Over the past five months, four Building Committee workshops and several meetings with stakeholders were held, where the group, working alongside City staff and the Architect, reviewed the existing program, discussed gaps and/or missed opportunities, confirmed the program and developed the concept design.

To support the development of a program that meets the needs of the West Richmond community, additional analysis included a review of:

- Findings from the 2023 Community Services Community Needs Assessment;
- Current and future population projections for the West Richmond planning area;
- Program registration data for the West Richmond planning area;
- Sport participation levels and field utilization data; and
- Insights and learnings from site visits to Lower Mainland fieldhouse and sport facilities.

In conjunction with the Building Committee, program space allocations were developed to meet the following community needs:

- Support community programs;
- Meet the day-to-day needs of multiple local sport user groups;
- Allow for the opportunity to attract and host tournaments and sporting competitions; and
- Enhance the park and user experience, by improving sports activities and events viewing opportunities, and providing and improving access to centrally located washrooms.

The proposed program is outlined in Table 1.

Table 1: Proposed Program for the Hugh Boyd Community Facility and Fieldhouse

Program Area	Summary	Proposed Program Size (sq. ft.)
Multipurpose Rooms	2 rooms (1,400 sq. ft. + 800 sq. ft.) to support community programming and sport user groups	2,200
Change Rooms	4 change rooms with showers and washrooms (wet) 4 flexible team rooms without showers or washrooms (dry)	2,600
Washrooms	Public washrooms to accommodate park users and facility visitors (Peak park usage is approximately 400 people per hour)	735
Administration Space	2 office spaces to support community programming and sport user groups	200
Referee / First Aid Room	Support space for sport user groups	150
Concession and Food Servery	To provide food services and concession space for community program and events	200
Storage Space	Support space for two multipurpose rooms and sport user groups	800
Circulation and Support Space	Janitor room, circulation, corridors, stairs, elevators, mechanical/electrical	3,625
	Indoor Program Space	ce 10,510 sq. ft.
Outdoor Covered Viewing Area	Community gathering space that overlooks fields	1,000
	Total Floor Area – Indoor and Outdoo	or 11,510 sq. ft.

#### Multipurpose Rooms

There are two multipurpose spaces, which allow for activities to take place simultaneously and maximize space and program efficiency. The multipurpose spaces provide the space required for community use and programming, sport user group use, as well as rentals, adhering to the principles of the Richmond Circular City Strategy (RCCS) by maximizing building usage, ensuring adaptability to various needs and avoiding idle time.

The spaces are suitable for a variety of programs such as seniors wellness programs, parent and tot programs, and sport user group coaching and training clinics. Other uses may include rentals and special event space support.

#### Change Rooms

The program includes four team change rooms equipped with showers to cater to the diverse requirements of sports groups and events. In addition, there are four additional team rooms that would be versatile and adaptable, capable of accommodating a range of activities including changing, warm-ups, training sessions and team meetings.

#### **Washrooms**

The public washrooms will service the day-to-day needs of sport user groups and park patrons as well as accommodate higher traffic periods such as during weekends, events and tournaments. The desire for washroom proximity and visibility to/from the fields will be accommodated during detailed design.

#### **Administration Space**

Two office spaces have been accounted for. One will serve as an administration area to support community programming and use of the multi-purpose spaces on the second floor. The other will be used by the local sport user groups to support day-to-day and event hosting needs.

#### Referee / First Aid Room

One space for a combination referee and first aid room. This will double as a room for referees to change, and when needed, space to administer first aid.

#### Concession and Food Servery

The concession will provide adequate space for the types of events hosted by the local sport user groups. A food servery will support community programming and events taking place in the multipurpose spaces located on the second floor.

#### Storage Space

The storage spaces on the first floor will support field activities. Storage space on the second floor will accommodate both multipurpose rooms.

#### Circulation and Support Space

The circulation and support space includes stairs, corridors, a janitorial room and an elevator for access throughout the building.

#### **Outdoor Covered Area**

A covered viewing area has been incorporated. This space will promote connectivity between indoor and outdoor spaces, provide a sheltered area to view the fields, gather during events and facilitate social connections.

The proposed program is supported by the Building Committee, meets the identified community needs, best practices and trends, and accommodates both current and future population growth.

#### **Concept Design**

#### Form - Building Massing

Both one and two-storey building options were evaluated and considered during the stakeholder engagement process. As a viewing deck with sightlines to the surrounding sports fields was identified as a key program priority, a two-storey building was preferred by the Building Committee.

Minimizing impact to the surrounding park and organizing spaces on site in an optimal and efficient manner were also important to all the project stakeholders. The footprint of a building has a critical impact on the functionality of the program. A larger footprint provides maximum flexibility in space allocation but has the greatest impact on surrounding park and green space. On the other hand, a smaller footprint can limit flexibility and program synergies but minimizes impact on park and green space.

In reviewing the options, a building footprint of approximately 5,800 sq. ft. provides a balanced approach where program synergies can be realized through the allocation of program spaces and impacts on park and green space are minimized. A two-storey building, with a second floor viewing deck, is recommended by the Building Committee.

Preliminary massing or approximate program sizes are illustrated in Attachment 2. Interior layout with program adjacencies and efficiencies will be defined during detailed design.

#### Site Options

The Building Committee considered and assessed several facility location options for suitability with the program as outlined in Table 1. After reviewing and evaluating the sites against the following criteria, two sites were found to be significantly more advantageous:

- Achieve the Program: The preferred option must accommodate the preferred program to support the sport and community uses.
- Connection and Views: The preferred option should allow for safe access to the sports fields and afford viewing of the fields.
- Operations and Accessibility: The preferred option should allow for efficient and safe
  access by the public, operations staff, and service vehicles. The facility should be open,
  inviting and accessible to the public and park users.
- Site and Tree Impacts: The preferred option should illustrate a means to reduce or eliminate tree removal, maximizing integration with the natural ecosystem, enhancing the ecological services provided by the trees and surrounding natural environment, in line with the Richmond Circular City Strategy's Direction 1.
- Maximize Success: The preferred option should reduce risks and optimize the budget for building and program spaces.

#### Site A - Recommended

Centrally located between the Hugh Boyd Oval and the synthetic turf fields. Site A is the preferred location of the Building Committee. Figure 1 shows the approximate shape of the building and location of Site A in Hugh Boyd Community Park.

Figure 1: Site A - Aerial View from Northeast



Site B - Not Recommended

Located to the north of the Hugh Boyd Oval field and adjacent to the parking lot. Figure 2 shows the approximate shape of the building and location of Site B in Hugh Boyd Community Park.

Figure 2: Site B – Aerial View from Northeast



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Both proposed locations achieve the proposed program, address accessibility needs and require the removal of mature trees. Site servicing requirements, underground utilities and proximity to an existing telecommunication monopole with associated equipment compound, were also evaluated. Table 2 provides an analysis of the opportunities and challenges with Site A and Site B.

Table 2: Site Options Comparison

Site Options	Pros	Cons
Site A (recommended)	<ul> <li>Accommodates the preferred program to support community and sport uses</li> <li>Preferred location of Building Committee</li> <li>Best views of most fields</li> <li>Optimal connectivity and access to sports fields</li> <li>Best access from sports fields to change rooms and storage</li> </ul>	<ul> <li>Requires the removal of approximately 9 mature trees</li> <li>Closer to existing telecommunication monopole</li> </ul>
Site B	<ul> <li>Accommodates the preferred program to support community and sport uses</li> <li>Good views and access to Hugh Boyd Oval</li> <li>Lowest risk to building construction and surrounding fields conflicts         <ul> <li>(i.e. underground utilities)</li> </ul> </li> </ul>	<ul> <li>Not preferred location of Building Committee</li> <li>Less optimal connectivity and access to synthetic turf fields</li> <li>Requires the removal of approximately 5 mature trees</li> </ul>

For both site options, the following will be included in the project:

- Rick Hansen Foundation Accessibility Certification<sup>™</sup>, including:
  - The gravel area in Parking Lot 1 will be paved to improve accessibility and condition; and
  - Access to both floors is provided with an elevator usable by everyone.
- In accordance with the Public Art Program Policy No. 8703, the project budget includes an allocation of one per cent of the construction budget for public art to be integrated with the new Hugh Boyd Community Facility and Fieldhouse. The one per cent public art contribution for this project is \$190,000 should Council approve the proposed capital request of \$19 million.

#### Sustainable Initiatives

#### Targeting the Passive House Standard

The Hugh Boyd Community Facility and Fieldhouse will target the certified Passive House standard:

- The most rigorous voluntary, energy-based building performance standard in the design and construction industry;
- Minimizes heating and cooling energy through passive measures like building massing, insulation, triple-glazed windows, passive solar energy, shading and elimination of thermal bridges in the building envelope;
- Buildings are airtight and utilize highly efficient heat-recovered mechanical ventilation that provides fresh, filtered air to indoor spaces, ensuring pollutants and odours are removed from the building while maintaining a comfortable indoor air temperature; and
- These measures help ensure that this building will be more resilient to the negative effects of climate change.

The current approach to incorporate high performance attributes into new civic facility or space design and construction is the Leadership in Energy and Environmental Design (LEED) Gold Certification. The Passive House design methodology and performance standard provides increased energy efficiencies of up to 90% compared to a minimum code-compliant building, versus LEED, which provides increased energy efficiencies of up to 30% compared to a minimum code-compliant building. Passive House also provides an 85-95% reduction of greenhouse gas (GHG) emissions by reducing overall energy use by up to 70% annually compared to a code compliant building. Passive House significantly decreases the size of the mechanical loads, thereby reducing annual energy use and operating costs.

The 10,000 sq. ft. fieldhouse is a size well-suited to the Passive House standard. Passive House aligns with and furthers Policy 2307, which aims to "incorporate high performance attributes into new civic facility or space design and construction to the maximum extent," and "construct net zero energy and carbon neutral corporate buildings by 2030." Staff will reference the LEED framework as a guide to inform the design of this facility, while ensuring reductions in operational costs are achieved with Passive House standards.

#### Circular Economy Integration

The proposed Hugh Boyd Community Facility and Fieldhouse will integrate circular economy principles by maximizing space usage and adaptability, reducing idle time and allowing for future flexibility. The project also will use low-carbon circular materials where possible to reduce embodied carbon. The approach also involves identifying best practices in construction waste management.

#### Demolition - Existing Hugh Boyd Fieldhouse

The existing fieldhouse will continue to remain available during construction of the new facility. A building condition assessment was completed, which determined the building has reached end of life and is in poor condition. Costs to renovate and maintain the small fieldhouse are approximately \$350,000, while the cost to demolish is approximately \$120,000.

June 3, 2024 - 11 -

The existing small fieldhouse is primarily being utilized as storage for user groups. As the new facility provides storage space and additional program spaces to serve user groups, staff recommend that on completion and opening of the new facility, the existing fieldhouse be decommissioned and demolished.

The management of waste and recyclable materials from demolition activities will be carried out in accordance with Council Policy 2308, which targets a waste diversion rate of 80 per cent by weight for major civic facility renovations, and the Richmond Circular City Strategy, which supports recycling and repurposing materials from the old fieldhouse wherever possible, adhering to circular economy practices.

#### Tree Management Plan

The project arborist surveyed 137 trees located in the northwest quadrant of the Hugh Boyd Park, to review potential impacts for the proposed fieldhouse.

If Site A is chosen, the project will require the removal of approximately nine Linden trees that are currently planted on a berm. Even though they are in good condition, due to their size, they are not suitable for arboricultural relocation. The City will plant replacement trees at a 3:1 ratio at appropriate locations within the Park. The final location of the replacement trees will be confirmed during the detailed design stage of the project.

Regular protection, maintenance and monitoring of all trees, including those that will be retained and replaced, will be carried out for the entire duration of the project.

#### **Financial Impact**

#### Project Budget

This project was approved by Council in the 5 year plan capital budget, and consistent with that approval the recommended capital budget for the new facility is \$19 million (2024 dollars). For an added degree of cost certainty, staff continued utilizing two independent cost experts, a quantity surveyor and a construction manager, to update preliminary project cost estimates based on the recommended building formation and location.

#### **Funding Sources**

The project is recommended to be funded from the Growing Communities Reserve Fund and the Capital Building and Infrastructure Reserve as outlined in the table below, and the Consolidated 5 year Financial Plan (2024-2028) be amended accordingly.

Table 3: Proposed Funding Sources

Funding Source	Amount
Growing Communities Reserve Fund	\$17,712,669
Capital Building and Infrastructure Reserve	\$1,287,331
Total	\$19,000,000

In March 2014, the City received a \$150,000 contribution from the Richmond Youth Soccer Association (now Richmond United Football Club, the "Club") designated for the Hugh Boyd clubhouse or for other capital projects, capital, and/or non-capital (operational) uses directed by Richmond Youth Soccer Association. Through continued engagement and collaboration, staff will work with the Club, to allocate these funds towards value-added and complementary enhancements to the new facility, and will amend the Consolidated 5 Year Financial Plan accordingly.

#### Operating Budget Impact

A detailed operating plan, including program and service levels with the proposed OBI, will be submitted to Council for consideration in a future report.

#### **Next Steps**

Upon Council approval of the recommended program, site, concept design and capital budget, staff will continue to consult with the Building Committee and other subject matter experts to commence the development of the building character and detailed design.

In accordance with Council Policy No. 2016, Naming of Public Buildings – Parks or Places, staff will also develop a facility naming recommendation. Reports will be provided for Council consideration in Q4 2024. Staff resources will be created as necessary, with funding from the approved project capital budget, to provide the capacity for managing the concept and detailed design development and future implementation of the project through the annual budget process.

#### Conclusion

The recommended program, building formation and location are the results of a collaborative engagement process. The addition of a community facility in Hugh Boyd Community Park supports the provision of community programs, supports the day-to-day needs of multiple local sport user groups and offers opportunities to attract and host high-profile tournaments and sporting competitions. Design and construction of the new project are estimated to take three years to complete, projected to be ready for occupancy in 2027.

Mile Racic

Manager, Capital Buildings Project Development

(604-247-4655)

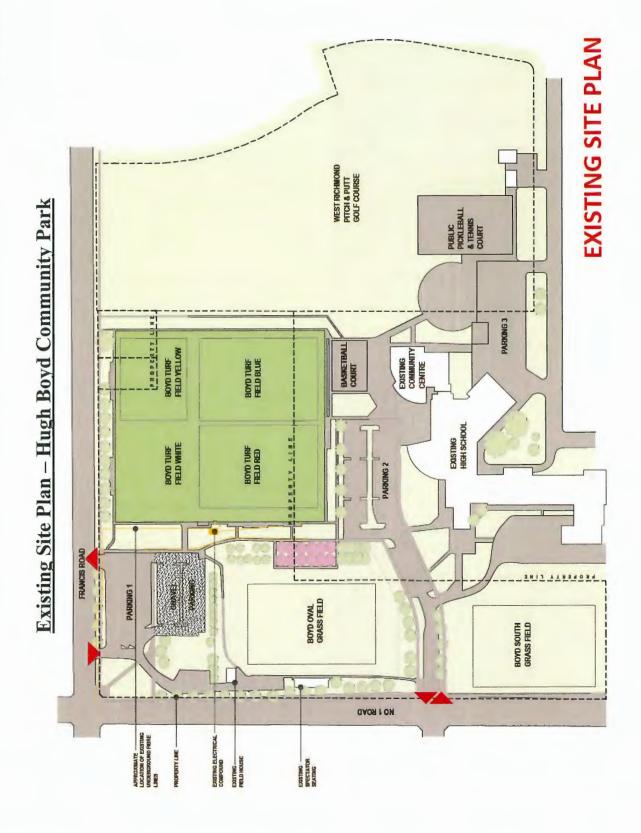
Mandeep Bains

Manager, Community Services Planning and Projects (604-247-4479)

Att. 2

Att. 1: Existing Site Plan – Hugh Boyd Community Park

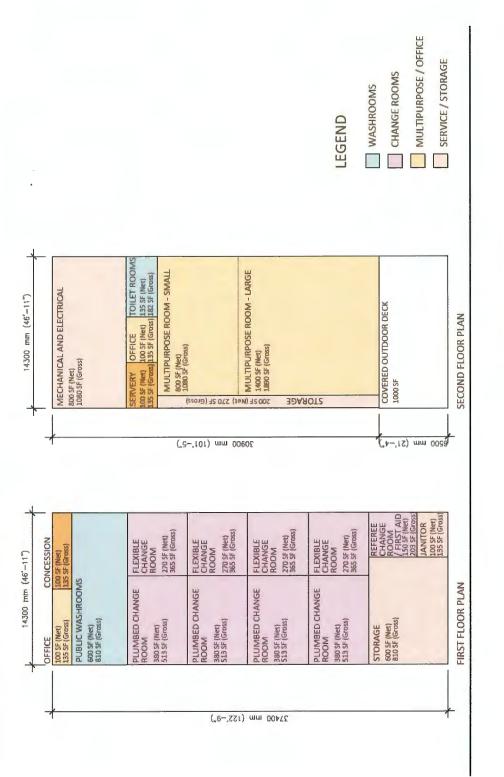
2: Preliminary Massing Diagrams



# Preliminary Massing Diagrams

Preliminary massing diagrams provided, illustrate the approximate program size. They do not present final program layout or locations of spaces. Interior layout and room adjacencies will be defined during detailed design.

Total Area: 10,510 GFA (975 SM) - 2 storeys





# DEVELOPMENT COST CHARGES IMPOSITION BYLAW NO. 9499, AMENDMENT BYLAW NO. 10558

The Council of the City of Richmond enacts as follows:

- 1. Schedule B of the **Development Cost Charges Imposition Bylaw No. 9499** be deleted and be replaced with Schedule A attached to and forming part of this amendment bylaw.
- 2. This Bylaw is cited as "Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10558" and is effective July 24, 2024.

FIRST READING	JUN 1 0 2024	CITY OF RICHMOND
SECOND READING	JUN 2 4 2024	APPROVED for content by originating
THIRD READING	JUN 2 4 2024	dept.  VN  APPROVED
ADOPTED		for legality by Solicitor BRB
MAYOR	CORPORATE OFFICER	

# SCHEDULE B City-Wide Development Cost Charge

	Richmond Z	oning Byl	aw 8500														
Description	Standard Zones	Site Specific Zones	Site Specific Mixed Use Zones (1)	Road Works		rainage Works		Vater Vorks		anitary Sewer		Parks quisition	Dev	Parks velopment	То	ital DCC	Units for each column
Agricultural	AG, CR, GC	ZA		\$ -	\$	-	\$	-	\$	1-	\$	-	\$	-	\$	-	-
Marina (2)	МА																
Single Family	RS, RC, RCH, RD, RI, RE, RCC	ZS, ZD		\$ 20,226.12	\$ 2	24,857.00	\$1	,135.83	\$ 2	2,370.85	\$ 9	9,637.14	\$	5,540.20	\$ 6	53,767.14	per lot
Townhouse	RTL, RTM, RTH, RTP	ZT		\$ 10.06	\$	11.09	\$	0.77	\$	1.61	\$	6.52	\$	3.74	\$	33.79	per sq. ft. of DU
Apartment	RAL, RAM, RAH	ZLR, ZHR	ZR, RCL, ZMU, CS, ZC	\$ 13.31	\$	8.48	\$	0.86	\$	1.77	\$	7.22	\$	4.15	\$	35.79	per sq. ft. of DU
Commercial (3)	CL, CC, CA, CDT, CEA, CG, CN, CP, CV	ZC ZI	ZR, RCL, ZMU, CS, ZC	\$ 14.45	\$	7.38	\$	0.29	\$	0.60	\$	0.24	\$	0.14	\$	23.10	per sq. ft. of BA
Light Industrial (4)	IB, IL, IR, IS	ZI		\$ 10.32	\$	7.38	\$	0.29	\$	0.60	\$	0.24	\$	0.14	\$	18.97	per sq. ft. of BA
Major Industrial	ļ			\$53,928.06	\$14	47,122.07	\$ 4	,074.34	\$	8,504.54	\$		\$	543.55		15,118.05	per acre of gross site area
Institutional	AIR, SI, ASY, HC	ZIS		\$ 14.45	\$	7.38	\$	0.29	\$	0.60	\$	0.24	\$	0.14	\$	23.10	per sq. ft. of BA

<sup>(1)</sup> For site specific mixed-use residential and commercial zones, the development cost charge (DCC) payable shall be calculated separately for reach portion of the development. DCC for residential uses are charged at the appropriate multi-family residential rate, and any commercial space is charged at the appropriate commercial rate.

<sup>(2)</sup> Waterborne residential development permitted under MA zone is exempt from DCC. Any upland buildings in this zone are required to pay the Commercial DCC Rate.

<sup>(3)</sup> Commercial rate is applicable to all uses permitted in these zones, except for the following, which will be charged the industrial rate: (i) general industrial, (ii) custom indoor manufacturing, (iii) minor utility, (iv) transportation depot, and (v) truck or railroad terminal.

<sup>(4)</sup> For industrial developments with a mix of commercial and industrial permitted uses (including site-specific industrial zones), the DCC payable shall be calculated separately for each portion of development contained in the building permit or subdivision application in accordance with actual uses. The total payable will be the sum of the DCC for each portion of the development at the applicable DCC rates.



# DEVELOPMENT COST CHARGES IMPOSITION BYLAW NO. 9499, AMENDMENT BYLAW NO. 10577

The Council of the City of Richmond enacts as follows:

- 1. **Development Cost Charges Imposition Bylaw No. 9499**, as amended, is further amended by adding the following to the definition of "single family":
  - "This rate also applies to small-scale multi-unit housing, as defined in the **Richmond Zoning Bylaw**, on a per lot basis.".
- 2. This Bylaw is cited as "Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10577".

FIRST READING	JUN 2 4 2024	CITY OF RICHMOND
SECOND READING	JUN 2 4 2024	APPROVED for content by originating
THIRD READING	JUN 2 4 2024	APPROVED
ADOPTED		for legality by Solicitor
MAYOR	CORPORATE OFFICER	



# Building Regulation Bylaw No. 7230 Amendment Bylaw 10572

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

- 1. Building Regulation Bylaw No. 7230, as amended, is further amended, by adding the following after section 5.8.2:
  - "5.8.3 Notwithstanding the other provisions in this bylaw, the Director, Building Approvals, may as a condition of the issuance of a **building permit** require the **owner** to execute, and register against title to the **parcel**, an agreement in favour of the **City**, including but not limited to covenants and a housing agreements, to secure compliance with zoning requirements and restrictions such as the prohibition of stratification and the prohibition of the conversion of parking floor area to habitable floor area".
- 2. This Bylaw may be cited as "Richmond Regulation Bylaw No. 7230, Amendment Bylaw 10572".

FIRST READING	JUN 2 4 2024	CITY OF RICHMOND
SECOND READING	JUN 2 4 2024	APPROVED by
THIRD READING	JUN 2 4 2024	APPROVED by Director or Solicitor
ADOPTED		BRB
MAYOR	CORPORATE OFFICER	



# Richmond Zoning Bylaw 8500 Amendment Bylaw 9940 (RZ18-824565) 12700 and 12800 Rice Mill Road, 12280 and 12300 No. 5 Road

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

- 1. Richmond Zoning Bylaw 8500 is amended by inserting Section 23.14 thereof the following:
  - "23.14 BC Ferries Fleet Maintenance and Moorage (ZI14)

#### 23.14.1 Purpose

A site specific **zone** to provide for the service, moorage and maintenance of BC Ferries fleet.

#### 23.14.2 Permitted Uses

- commercial vehicle parking and storage
- contractor service
- industrial, general
- industrial, heavy
- manufacturing, custom indoor
- vehicle & equipment services, industrial
- vehicle body repair or paint shop
- vehicle repair

#### 23.14.4 Permitted Density

1. The maximum floor area ratio is 1.0.

#### 23,14.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 60% for **buildings**.

#### 23.14.6 Yards & Setbacks

- 1. The minimum **front (east) yard** setback is 4.5 m for all new construction after May 1, 2019.
- 2. The minimum **exterior side yard** is 3.0 m.

#### 23.14.3 Secondary Uses

- residential security/ operator unit
- outdoor storage

3. There is no minimum interior side yard or rear yard.

#### 23.14.7 Permitted Heights

- 1. The maximum **height** for **buildings** is the lesser of 22.2 m above top of building slab elevation or 26.6 m GSC.
- 2. The maximum **height** is 84.0 m GSC for a single heavy lift crane and 20.0 m for all other **accessory structures**.

## 23.14.8 Subdivision Provisions/Minimum Lot Size

1. There is no minimum lot width, lot depth or lot area.

#### 23.14.9 Landscaping & Screening

 Landscaping and screening shall be provided according to the provisions of Section 6.0.

## 23.14.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

## 23.14.11 Other Regulations

- The following Outdoor storage uses are prohibited from occurring:
  - a. Outdoor storage of food products;
  - b. Outdoor storage of goods or materials that are capable of being transmitted above, across or below a land or water surface due to the effects of weather;
  - c. Outdoor storage of goods or materials that constitute a health, fire, explosion or safety hazard;
  - d. Producing, discharging or emitting odiferous, toxic, noxious matter or vapours, effluents, heat, glare, radiation, noise, electrical interference or vibrations.
- 2. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
- 2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "BC FERRIES FLEET MAINTENANCE AND MOORAGE (ZI14)".

That area shown cross-hatched on "Schedule A attached to and forming part of Bylaw No. 9940"

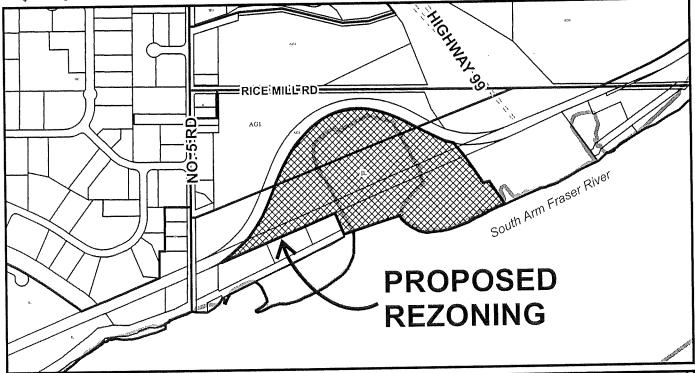
3. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9940".

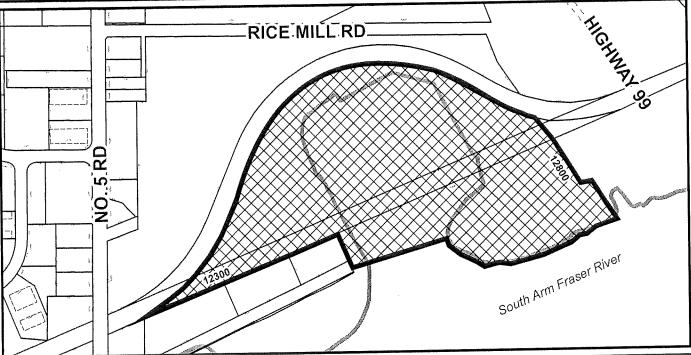
FIRST READING	SEP 0 9 2019	CITY OF RICHMOND
A PUBLIC HEARING WAS HELD ON	OCT 2 1 2019	APPROVED by
SECOND READING	OCT 2 1 2019	APPROVED by Director or Solicitor
THIRD READING	OCT 2 1 2019	Of Solicitor
OTHER CONDITIONS SATISFIED	JUN 2 6 2024	
MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL	JUN 2 0 2024	
ADOPTED		
MAYOR	CORPORATE OFFICER	



City of Richmond

Schedule A attached to and forming part of Bylaw No. 9940







RZ 18-824565

Original Date: 06/20/18

Revision Date: 10/12/18

Note: Dimensions are in METRES



# Richmond Zoning Bylaw 8500 Amendment Bylaw 10254 (RZ 20-907463) 9200, 9220, 9240, 9260, 9280, 9300, 9320 & 9340 Francis Road

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

- 1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
  - a. Inserting the following into the table contained in Section 5.15.1.c regarding Affordable Housing density bonusing provisions:

Zone	Sum Per Buildable Square Foot of Permitted <b>Principal Building</b>
"ZT94	\$8.50"

b. Inserting the following into Section 17 (Site Specific Residential (Town Houses) Zones), in numerical order:

# 17.94 Town Housing (ZT94) – Francis Road (Broadmoor)

#### 17.94.1 Purpose

The **zone** provides for low **density town housing** plus other compatible **secondary uses**, and provides for a **density bonus** that would be used for rezoning applications in order to help achieve the **City's** affordable housing objectives.

#### 17.94.2 Permitted Uses

- · child care
- housing, town

#### 17.94.3 Secondary Uses

- boarding and lodging
- · community care facility, minor
- home business
- secondary suite

#### 17.94.4 Permitted Density

- 1. The maximum floor area ratio is 0.40.
- 2. Notwithstanding Section 17.94.4.1, the reference to "0.40" in Section 17.94.4.1 is increased to a higher **density** of "0.60" if the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner's lot** in the ZT94 **zone**, pays into the **affordable housing reserve** the sum specified in Section 5.15.1 of this bylaw.

Bylaw 10254 Page 2

#### 17.94.5 Permitted Lot Coverage

- 1. The maximum **lot coverage** is 40% for **buildings**.
- 2. No more than 65% of a **lot** may be occupied by **buildings**, **structures** and **non-porous surfaces**.
- 25% of the lot area is restricted to landscaping with live plant material.

#### 17.94.6 Yards & Setbacks

- 1. The minimum front yard is 6.0 m, except where the rear yard is 6.0 m, the minimum front yard is reduced to 4.5 m.
- 2. The minimum interior side yard is 3.0 m.
- 3. The minimum exterior side yard is 6.0 m.
- 4. The minimum rear yard is 3.0 m.

#### 17.94.7 Permitted Heights

- 1. The maximum **height** for **buildings** is 12.0 m (3 **storeys**).
- 2. The maximum **height** for **accessory buildings** is 5.0 m.
- 3. The maximum **height** for **accessory structures** is 9.0 m.

#### 17.94.8 Subdivision Provisions/Minimum Lot Size

- 1. The minimum **lot width** is 40.0 m.
- 2. The minimum **lot depth** is 33.0 m.
- 3. There is no minimum **lot area** requirement.

#### 17.94.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

#### 17.94.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

#### 17.94.11 Other Regulations

1. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 apply.

2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "TOWN HOUSING (ZT94) – FRANCIS ROAD (BROADMOOR)."

Lot 89 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 003-486-109

Lot 90 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 002-262-398

Lot 91 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 007-009-411

Lot 92 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 003-598-772

Lot 93 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 006-127-690

Lot 94 Section 27 Block 4 North Range 6 West New Westminster District Plan 34103 PID 004-305-531

Lot 257 Section 27 Block 4 North Range 6 West New Westminster District Plan 35222 PID 007-150-946

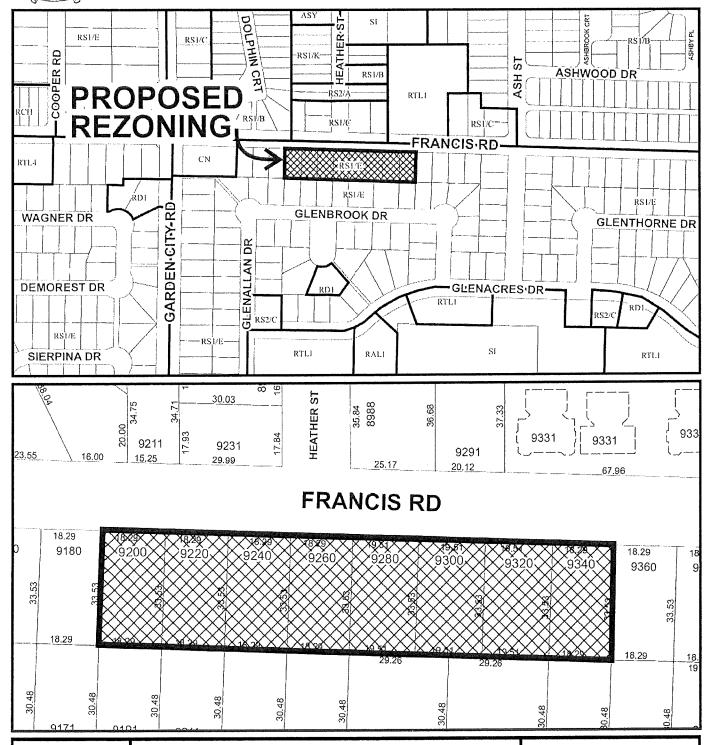
Lot 258 Section 27 Block 4 North Range 6 West New Westminster District Plan 35222 PID 004-344-979

3. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10254".

FIRST READING	JUN 2 8 2021	CITY OF RICHMOND
A PUBLIC HEARING WAS HELD ON	JUL 19 2021	APPROVED by
SECOND READING	JUL 19 2021	APPROVED by Director
THIRD READING	JUL 19 2021	by/Director or Solic tor
OTHER CONDITIONS SATISFIED	JUN 2 6 2024	
ADOPTED		
MAYOR	CORPORATE OFFICER	
MAYOR	CONFORATE OFFICER	



# City of Richmond





RZ 20-907463

Original Date: 11/02/20

Revision Date:

Note: Dimensions are in METRES



# Richmond Zoning Bylaw 8500 Amendment Bylaw 10424 (RZ 21-941597) 12120 No. 5 Road

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "LIGHT INDUSTRIAL (IL)".

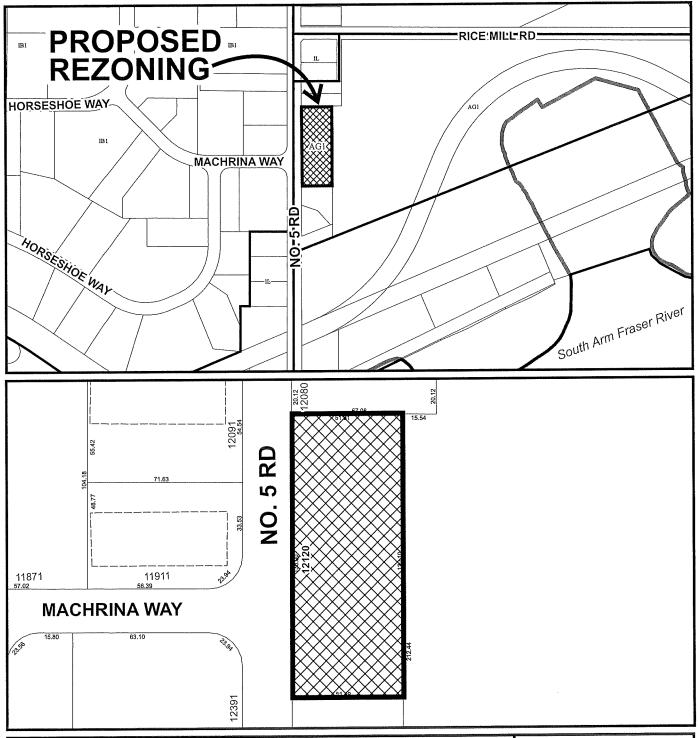
P.I.D. 004-283-775

Lot 5 Section 7 Block 3 North Range 5 West New Westminster District Plan 23654, Except: Part subdivided by Plan 49223

2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10424".

FIRST READING	JUL 1 0 2023	CITY OF RICHMOND
PUBLIC HEARING	SEP 0 5 2023	APPROVED by
SECOND READING	SEP 0 5 2023	APPROVED
THIRD READING	SEP 0 5 2023	by Director or Solicitor
OTHER CONDITIONS SATISFIED	JUN 2 5 2024	(). IF
ADOPTED		and the same of th
MAYOR	CORPORATE OFFICER	}







RZ 21-941597

Original Date: 10/26/21

Revision Date:

Note: Dimensions are in METRES



# Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548

The Council of the City of Richmond enacts as follows:

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

P.I.D. 002-379-953 Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

2. This Bylaw is cited as "Housing Agreement (Affordable Housing) (6071 Azure Road) Bylaw No. 10548".

FIRST READING	JUN 2 4 2024	CITY OF RICHMOND
SECOND READING	JUN 2 4 2024	APPROVED for content by originating dept.
THIRD READING	JUN 2 4 2024	APPROVED for legislity
ADOPTED		by Solic tor
		7
MAVOR	CORPORATE OFFICER	

## Schedule A

# To Housing Agreement (Affordable Housing) (6071 Azure Rd) Bylaw No. 10548

# HOUSING AGREEMENT BETWEEN SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

# AFFORDABLE HOUSING AGREEMENT (Section 483 Local Government Act)

THIS AGREEMENT is dated for reference 6th day of May, 2024,

#### BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(the "Owner")

#### AND:

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

(the "City")

#### WHEREAS:

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

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

# ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
  - (a) "Affordable Housing Strategy" means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

Affordable Housing Agreement (Section 483 Local Government Act)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 11

- (b) "Affordable Housing Unit" means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (c) "Agreement" means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) "Building" means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) "Building Permit" means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) "City" means the City of Richmond;
- (g) "City Solicitor" means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) "Common Amenities" means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (j) "Daily Amount" means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) "Development" means the residential development to be constructed on the Lands;
- (l) "Development Permit" means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) "Dwelling Unit" means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential

dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

- (n) "Eligible Tenant" means a Family having a cumulative gross annual income of:
  - (a) in respect to a studio unit, \$34,650.00 or less;
  - (b) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (c) in respect to a two-bedroom unit, \$46,800.00 or less;
  - (d) in respect to a three-bedroom unit, \$58,050.00 or less; or
  - (e) in respect of a four (or more) bedroom unit, \$61,650.00 or less,

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

- (o) "Family" means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (p) "GST" means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (q) "Housing Covenant" means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (r) "Interpretation Act" means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) "Lands" means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (u) "Local Government Act" means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) "LTO" means the New Westminster Land Title Office or its successor;
- (w) "Occupancy Certificate" means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City's Building Regulation Bylaw 7230, as may be amended or replaced;
- (x) "OCP" means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (y) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) "Parking Operator" means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (aa) "Permitted Rent" means no greater than:
  - (i) \$811.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit;
  - (iv) \$1,480.00 (exclusive of GST) a month for a three-bedroom unit; and
  - (v) \$1,541.00 (exclusive of GST) a month for a four (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year up until the year in which an Occupancy Certificate is issued for the applicable Building. Commencing January 1st of the year following the year in which the Occupancy Certificate issued by the City for such Building, in the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-

profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (bb) "Real Estate Development Marketing Act" means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (cc) "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) "Residential Tenancy Regulation" means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ee) "Returning Tenant" means a Tenant identified in the Tenant Relocation Plan who has either elected to return to reside in one of the Affordable Housing Units or who has been selected by VCH to reside in one of the Affordable Housing Units pursuant to the Tenant Relocation Covenant;
- (ff) "Senior" means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (gg) "Strata Property Act" means the Strata Property Act S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (hh) "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;
- (ii) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (jj) "Tenant" means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement;
- (kk) "Tenant Relocation Covenant" means the Section 219 Covenant granted by the Owner to the City and registered against title to the Lands concurrently with this Agreement for the purposes of, *inter alia*, ensuring the Owner's adherence to the Tenant Relocation Plan;
- (ll) "Tenant Relocation Plan" means the Owner's final Tenant Relocation Plan dated July 20, 2022, a copy of which is attached as Schedule "A" to the Tenant Relocation Covenant;
- (mm) "VCH" means Vancouver Coastal Health; and

(nn) "VCH Supported Tenant" means a person identified in writing by the Director of Operations of VCH as client of VCH and who has been selected by VCH to reside in one of the Affordable Housing Units, and includes any person who takes an assignment or sublease of a VCH Supported Tenant's Tenancy Agreement.

#### 1.2 In this Agreement:

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

# ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant or a Returning 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 Returning Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant or Returning Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant or Returning Tenant.

- Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
  - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
    - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenity and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
    - (ii) at its costs, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
  - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all Common Amenity and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
  - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in

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

# ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant, an Eligible Tenant or Returning Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units;

- (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "building" for the purpose of this Section 3.3; and
- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
  - (a) includes the following provision:
    - "By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Affordable Housing Unit:
    - subject to Section 3.5 below, a statement of the total, gross annual income once per calendar year from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
    - (ii) the number of occupants of the Affordable Housing Unit;
    - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
    - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.";
  - (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 The Owner and the City acknowledge and agree that the information set out in Section 3.4(a)(i) will not be collected from a Returning Tenant.
- 3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant or a Returning 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;
- the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
  - (vi) property or similar tax,

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

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;

- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant or Returning Tenant, as applicable;
  - (ii) the annual income of an Eligible Tenant (for certainty, excluding a Returning Tenant) rises above the applicable maximum amount specified in Section 1.1(o)(i) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) subject to Section 3.8, the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

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

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- The Owner acknowledges and agrees that notwithstanding Section 3.7(g)(v), a Returning Tenant that is a VCH Supported Tenant may assign their Tenancy Agreement in part should the VCH Supported Tenant be replaced by another VCH Supported Tenant, as confirmed by VCH.
- 3.9 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

3.11 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

# ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

# ARTICLE 5 STRATA CORPORATION BYLAWS

- This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.7(d).

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

# ARTICLE 6 DEFAULT AND REMEDIES

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

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

- 6.2 Notwithstanding Section 6.1:
  - (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
  - (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
    - (i) delivered to the City the method and schedule for remedying the default;
    - (ii) commenced remedying the default; and

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(iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

# ARTICLE 7 MISCELLANEOUS

#### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the Local Government Act;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the Local Government Act prior to the Lands having been Subdivided, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units and the City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the Form C (Release) and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

## 7.2 No Compensation

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

#### 7.3 Modification

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

## 7.4 Management

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

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

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

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

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

#### 7.5 Indemnity

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

 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;

Affordable Housing Agreement (Section 483 Local Government Act)
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- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### 7.6 Release

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

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

#### 7.7 Survival

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

#### 7.8 Priority

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

## 7.9 City's Powers Unaffected

This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

## 7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

## 7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

#### 7.12 Notice

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

To:

Clerk, City of Richmond

6911 No. 3 Road

Richmond, BC V6Y 2C1

Copy to:

City Solicitor

City of Richmond 6911 No. 3 Road

Richmond, BC V6Y 2C1

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

#### 7.13 Enuring Effect

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

#### 7.14 Severability

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

#### 7.15 Waiver

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

#### 7.16 Sole Agreement

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

#### 7.17 Further Assurance

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

#### 7.18 Covenant Runs with the Lands

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

#### 7.19 Equitable Remedies

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

#### 7.20 No Joint Venture

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

Affordable Housing Agreement (Section 483 Local Government Act)
6071 Azure Road
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Condition No. 11

## 7.21 Applicable Law

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

#### 7.22 Deed and Contract

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

## 7.23 Joint and Several

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

## 7.23 Limitation on Owner's Obligations

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

## 7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[The Remainder of This Page is Intentionally Blank]

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

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745) by its authorized signatory(ies):	
Per:	
Per: Name:	
CITY OF RICHMOND by its authorized signatory(ies):	CITY OF RICHMOND APPROVED
Per:	for content by originating dept.
Malcolm D. Brodie, Mayor	Legal Advice
Per: Claudia Jesson, Corporate Officer	DATE OF COUNCIL APPROVAL (if applicable)

## Schedule A to Housing Agreement

## STATUTORY DECLARATION (Affordable Housing Units)

	•	
PRO	ANADA  ROVINCE OF BRITISH COLUMBIA  WIT:  )	IN THE MATTER OF Unit Nos (collectively, the "Affordable Housing Units") located at (street address), British Columbia, and Housing Agreement dated , 20 (the "Housing Agreement") between and the City of Richmond (the "City")
I,	olumbia, DO SOLEMNLY DECLARE that:	(address) in the Province of British
1.	☐ I am the registered owner (the "Owner"	) of the Affordable Housing Units;
	or,	
	☐ I am a director, officer, or an authorized the matters set out herein;	signatory of the Owner and I have personal knowledge of
2.	This declaration is made pursuant to the term Housing Units and information as of the	ms of the Housing Agreement in respect of the Affordable day of, 20;
3.	. Continuously since the last Statutory Declar	ration process:
	a) the Affordable Housing Units, if occup Tenants (as defined in the Housing Agr	ied, were occupied only by Eligible Tenants or Returning eement); and
	b) the Owner of the Affordable Housing Housing Agreement and any housing co Units;	Units complied with the Owner's obligations under the venant(s) registered against title to the Affordable Housing
4.	. The information set out in the table attack respect of each of the Affordable Housin declaration; and	ned as Appendix A hereto (the "Information Table") in ng Units is current and accurate as of the date of this
5.	. I obtained the prior written consent from ea	ch of the occupants of the Affordable Housing Units named

Affordable Housing Agreement (Section 483 Local Government Act) 6071 Azure Road Application No. RZ 21-931122 Condition No. 11

in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

DECLARED	BEFORE	ME in	at ) the )	
Province of Br	itish Columbia,	Canada,	this	•
uuy or				(Signature of Declarant)
			······	Name:
A Notary Public Affidavits in an Columbia	and a Commissi d for the Provi	oner for ta	iking ritish	

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

# Appendix A to Statutory Declaration

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		Number of Occupants	Related to Owner (Yes/No)	Occupants 18 years and Under	Seriors as defined in Housing Agreement	Year of Tenancy	3-Yeans Prior to Year of Slat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	3-Years Prior 2-Years Prior in Year of Sul Dec. Stat Dec.	1-Year Prior to Year of Stat. Dec.	(Yes/No)	(Snkouth)	Parking Fees anthone-out			Legge Feet	1
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# Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549

The Council of the City of Richmond enacts as follows:

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

P.I.D. 002-379-953

Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

This Bylaw is cited as "Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549".

FIRST READING	JUN 2 4 2024	CITY OF RICHMOND
SECOND READING	JUN 2 4 2024	APPROVED for content by originating
THIRD READING	JUN 2 4 2024	dept.
ADOPTED		for legility by Solicitor
MAYOR	CORPORATE OFFICER	

### Schedule A

# To Housing Agreement (Moderate Market Rental) (6071 Azure Road) Bylaw No. 10549

HOUSING AGREEMENT BETWEEN SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

## MODERATE MARKET RENTAL HOUSING AGREEMENT (Section 483 Local Government Act)

THIS AGREEMENT is dated for reference 6th day of May, 2024,

#### BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, **BC V7A 5E2** 

(the "Owner")

#### AND:

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

(the "City")

#### WHEREAS:

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

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

- In this Agreement the following words have the following meanings: 1.1
  - "Affordable Housing Strategy" means the Richmond Affordable Housing Strategy (a) approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

Moderate Market Rental Housing Agreement (Section 483 Local Government Act) 6071 Azure Road Application No. RZ 21-931122

- (b) "Agreement" means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) "BC Housing HIL Report" means a Housing Income Limit Report for a calendar year released by the BC Housing Management Commission, or any replacement thereof;
- (d) "Building" means any building or structure constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) "Building Permit" means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) "City" means the City of Richmond;
- (g) "City Solicitor" means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) "Common Amenities" means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) "CPI" means the All-Items Consumer Price Index for Vancouver, BC published from time to time by Statistics Canada, or its successor in function;
- (j) "Daily Amount" means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) "Development" means the residential development to be constructed on the Lands;
- (l) "Development Permit" means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) "Director of Development" means the City's Director, Development in the Planning and Development Division of the City, and his or her designate;
- (n) "Dwelling Unit" means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Moderate Market Rental Housing Unit;

- "Eligible Tenant" means a Family having a cumulative gross annual income of: (o)
  - in respect of a studio unit, \$58,000.00 or less; (i)
  - in respect of a one-bedroom unit, \$58,000.00 or less; (ii)
  - in respect of a two-bedroom unit, \$72,000.00 or less; (iii)
  - in respect of a three-bedroom unit, \$86,000.00 or less; or (iv)
  - in respect of a four (or more) bedroom unit, \$107,500.00 or less, (v)

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

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

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

- "Family" means: (p)
  - (i) a person;
  - two (2) or more persons related by blood, marriage or adoption; or (ii)
  - a group of not more than six (6) persons who are not related by blood, marriage or (iii) adoption;
- "GST" means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., (q) 1985, c. E-15, as may be replaced or amended from time to time;
- "Housing Covenant" means the agreements, covenants and charges granted by the Owner (r) to the City (which includes covenants pursuant to Section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Moderate Market Rental Housing Units;
- "Interpretation Act" means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together (s) with all amendments thereto and replacements thereof;

- (t) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) "Lands" means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) "Local Government Act" means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) "LTO" means the New Westminster Land Title Office or its successor;
- "Moderate Market Rental Housing Unit" means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (y) "Occupancy Certificate" means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City's Building Regulation Bylaw 7230, as may be amended or replaced;
- (z) "OCP" means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (aa) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Moderate Market Rental Housing Unit from time to time;
- (bb) "Parking Operator" means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (cc) "Permitted Rent" means no greater than:
  - (i) \$1,450.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$1,450.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,800.00 (exclusive of GST) a month for a two-bedroom unit;
  - (iv) \$2,150.00 (exclusive of GST) a month for a three-bedroom unit; and
  - (v) \$2,687.50 (exclusive of GST) a month for a four (or more) bedroom unit,

#### provided that:

- commencing February 1, 2024, the rents set out above may be adjusted annually (vi) on February 1 of each year this Agreement is in force and effect by calculating the Permitted Rents to be equal to 30% of the gross household incomes as set out in the applicable BC Housing HIL Report for Richmond, and if Richmond is not listed, for Vancouver. In the event that a BC Housing HIL Report for the year has not been released, Permitted Rents may be increased by a percentage equal to the percentage increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year; and
- if there is a decrease in the incomes set out in the BC Housing HIL Report or in (vii) the percentage change in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year,

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

- "Real Estate Development Marketing Act" means the Real Estate Development Marketing (dd) Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, (ee) together with all amendments thereto and replacements thereof;
- "Residential Tenancy Regulation" means the Residential Tenancy Regulation, B.C. Reg. (ff) 477/2003, together with all amendments thereto and replacements thereof;
- "Senior" means an individual of the age defined by the City as a senior for the purposes of (gg) City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- "Strata Property Act" means the Strata Property Act S.B.C. 1998, Chapter 43, together (hh) with all amendments thereto and replacements thereof;
- "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the (ii) ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation,

- conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;
- (jj) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Moderate Market Rental Housing Unit; and
- (kk) "Tenant" means an occupant of a Moderate Market Rental Housing Unit by way of a Tenancy Agreement.

# 1.2 In this Agreement:

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

# ARTICLE 2 USE AND OCCUPANCY OF MODERATE MARKET RENTAL HOUSING UNITS

- The Owner agrees that each Moderate Market Rental Housing Unit may only be used as a 2.1 permanent residence occupied by an Eligible Tenant at Permitted Rent; and that a Moderate Market Rental Housing Unit may not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Moderate Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- Within 30 days after receiving notice from the City, the Owner will, in respect of each Moderate 2.2 Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Moderate Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Moderate Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary 2.3 in order to confirm that the Owner is complying with this Agreement.
- Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the 2,4 Development:
  - take no steps to compel the issuance of, and the City will not be obligated to issue, the (a) Development Permit, unless and until the Owner has:
    - submitted to the City a Development Permit application that includes the Moderate (i) Market Rental Housing Units and all Common Amenities and other ancillary spaces; and
    - at its cost, executed and registered against title to the Lands, or portion thereof, (ii) such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Moderate Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
  - take no steps to compel the issuance of, and the City will not be obligated to issue, a (b) Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Moderate Market Rental Housing Units and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;

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

# ARTICLE 3 DISPOSITION AND ACQUISITION OF MODERATE MARKET RENTAL HOUSING UNITS

- 3.1 The Owner will not permit a Moderate Market Rental Housing Unit to be subleased, or the Moderate Market Rental Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- The Owner will not permit a Moderate Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Moderate Market Rental Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Moderate Market Rental Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Moderate Market Rental Housing Units becomes the owner, the purchaser or transferee

- will be the legal and beneficial owner of not less than all of the Moderate Market Rental Housing Units in one Building;
- if the Development contains one or more air space parcels, then provided that all the (b) Moderate Market Rental Housing Units a one Building are situated within a single air space parcel or the remainder, then such air space parcel will be a "Building" and the remainder will be a "Building" for the purpose of this Section 3.3; and
- the Lands will not be Subdivided such that one or more Moderate Market Rental Housing (c) Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- Subject to the requirements of the Residential Tenancy Act, the Owner will ensure that each 3.4 Tenancy Agreement:
  - includes the following provision: (a)
    - "By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's Affordable Housing Strategy and other strategies, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Moderate Market Rental Housing Unit:
    - a statement of the total, gross annual income once per calendar year from all (i) sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Moderate Market Rental Housing Unit;
    - the number of occupants of the Moderate Market Rental Housing Unit; (ii)
    - the number of occupants of the Moderate Market Rental Housing Unit 18 years of (iii) age and under; and
    - the number of occupants of the Moderate Market Rental Housing Unit who are (iv) Seniors.";
  - defines the term "Landlord" as the Owner of the Moderate Market Rental Housing Unit; (b) and
  - includes a provision requiring the Tenant and each permitted occupant of the Moderate (c) Market Rental Housing Unit to comply with this Agreement.
- If the Owner sells or transfers any Moderate Market Rental Housing Units, the Owner will notify 3.5 the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

- 3.6 The Owner will not rent, lease, license or otherwise permit occupancy of any Moderate Market Rental Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
  - (a) the Moderate Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Moderate Market Rental Housing Unit will not exceed the Permitted Rent applicable to that class of Moderate Market Rental Housing Unit;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
    - (i) move-in/move-out fees;
    - (ii) strata fees;
    - (iii) strata property contingency reserve fees;
    - (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation the Common Amenities, including for the upkeep of such facilities;
    - (v) charges or fees in excess of those charged to other occupants of the Development for the use of parking, loading, bicycle storage, electric vehicle charging stations or related facilities on the Lands used by the Tenants in addition to the Common Amenities;
    - (vi) extra charges for the use of sanitary sewer, storm sewer, or water; or
    - (vii) property or similar tax,

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

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
- (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (x) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that

are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Moderate Market Rental 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) a Moderate Market Rental 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(o) of this Agreement;
  - (iii) the Moderate Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Moderate Market Rental Housing Unit given the number and size of bedrooms in the Moderate Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Moderate Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Moderate Market Rental 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 3.6(g)(ii) of this Agreement [Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(o) "Eligible Tenant" of this Agreement], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- the Tenancy Agreement will identify all occupants of the Moderate Market Rental Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Moderate Market Rental Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Moderate Market Rental Housing

Unit to vacate the Moderate Market Rental Housing Unit on or before the effective date of termination.

- The Owner shall not impose any age-based restrictions on Tenants of Moderate Market Rental Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.

## ARTICLE 4 DEMOLITION OF MODERATE INCOME HOUSING UNIT

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

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

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

## ARTICLE 5 STRATA CORPORATION BYLAWS

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

- No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation, contrary to Section 3.6(d).
- No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units, provided however that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Moderate Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Market Rental Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

## ARTICLE 7 MISCELLANEOUS

## 7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the Local Government Act prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Moderate Market Rental Housing Units.

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

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

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

## 7.2 No Compensation

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

#### Modification 7.3

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

#### 7.4 Management

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

The Owner further covenants and agrees that it will vote:

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

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

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

#### 7.5 Indemnity

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

- any negligent act or omission of the Owner, or its officers, directors, agents, contractors or (a) other persons for whom at law the Owner is responsible relating to this Agreement;
- the City's refusal to issue a Development Permit or Building Permit or refusal to carry out (b) a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

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

## 7.6 Release

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

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

## 7.7 Survival

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

## 7.8 Priority

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

## 7.9 City's Powers Unaffected

This Agreement does not:

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

relieve the Owner from complying with any enactment, including in relation to the use or (d) subdivision of the Lands.

#### Agreement for Benefit of City Only 7.10

The Owner and the City agree that:

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

#### 7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

#### 7.12 Notice

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

To:

Clerk, City of Richmond

6911 No. 3 Road

Richmond, BC V6Y 2C1

Copy to:

City Solicitor,

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

#### 7.13 **Enuring Effect**

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

#### 7.14 Severability

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

#### 7.15 Waiver

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

## 7.16 Sole Agreement

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

## 7.17 Further Assurance

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

## 7.18 Covenant Runs with the Lands

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

## 7.19 Equitable Remedies

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

#### 7.20 No Joint Venture

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

## 7.21 Applicable Law

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

## 7.22 Deed and Contract

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

## 7.23 Joint and Several

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

## 7.23 Limitation on Owner's Obligations

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

## 7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or ndf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute one and the same instrument and such counterparts, taken together, shall constitute one and the same instrument and such counterparts, taken together, shall constitute one and the same instrument of the same instrument of

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the above written.

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S	CITY OF RICHMOND	nal
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d		irst
	Legal Advice	
	DATE OF COUNCIL APPROVAL (if applicable)	

# **SUN VALLEY RENTAL LTD.** by its authorized signatory(ies):

Per:

Name: Yi Wei Xuan

Per: \_\_\_\_\_Name:

## CITY OF RICHMOND

by its authorized signatory(ies):

Per: Malcolm D. Brodie, Mayor

Per: Claudia Jesson, Corporate Officer

## Schedule A to Housing Agreement

## STATUTORY DECLARATION (Moderate Market Rental Housing Units)

CA	NADA	) IN THE MATTER OF Unit Nos ) (collectively, the "Moderate Market Rental Housing located at
PR	OVINCE OF BRITISH COLUMBIA	(street address), British Columbia, and Housing Agreement dated , 20 (the
то	WIT:	) Agreement dated, 20 (the 'Housing Agreement') between
		) the City of Richmond (the "City")
		) the City of Richmond (the City)
		(full name), of
I,		(address) in the Province of British
Co	lumbia, DO SOLEMNLY DECLARE that:	
1.	☐ I am the registered owner (the "Owne	r") of the Moderate Market Rental Housing Units;
	or,	
	☐ I am a director, officer, or an authorize the matters set out herein;	ed signatory of the Owner and I have personal knowledge of
2.	This declaration is made pursuant to the to Market Rental Housing Units and information	erms of the Housing Agreement in respect of the Moderate tion as of the day of, 20;
3.	Continuously since the last Statutory Decl	aration process:
	a) the Moderate Market Rental Housing (as defined in the Housing Agreement	Units, if occupied, were occupied only by Eligible Tenants;); and
	b) the Owner of the Moderate Market Reunder the Housing Agreement and any Market Rental Housing Units;	ental Housing Units complied with the Owner's obligations housing covenant(s) registered against title to the Moderate
4.	The information set out in the table attarespect of each of the Moderate Market R this declaration; and	ched as Appendix A hereto (the "Information Table") in ental Housing Units is current and accurate as of the date of
5.	I obtained the prior written consent from e. Units named in the Information Table to:	ach of the occupants of the Moderate Market Rental Housing (i) collect the information set out in the Information Table,

as such information relates to the Moderate Market Rental Housing Unit occupied by such

occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

Janio 10100 and 01			• )	
DECLARED	BEFORE	ME in	at ) the )	**
Province of Br	itish Columbia,		this )	$\gamma_{\gamma_1,\gamma_2}$
day of		_, 20	) ) )	(Signature of Declarant)  Name:
A Notary Public Affidavits in an Columbia	and a Commissind for the Provi	oner for ta	iking ) ritish )	
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Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.

# Appendix A to Statutory Declaration

Posterior Name   Company Management Company Manag	Duilding Address:   Duilding Address:   Duilding Address:   Before tal Income and Rent   Income and										API	AFFENDIAA				Property Manager Name:	oer Name:					
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Unit #   Unit   Number of	Unit 9 Unit Type Cocaparis (Yes/No) 1 1 2022 SERION STREET OF STRE	Property N	anagemen	I Company:		Household Inform		Alex Alex Order		gillion granden			Income and	Rent				Fees Collected (	for any fees ofing the fee Statutory D	charged, pages (a)	ovide detal rogether v	is and officers
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Moderate Market Rental Housing Agreement (Section 483 *Local Government Act*)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 12



# Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550

The Council of the City of Richmond enacts as follows:

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

P.I.D. 002-379-953 Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611

This Bylaw is cited as "Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550".

JUN 2 4 2024

SECOND READING

THIRD READING

ADOPTED

MAYOR

CITY OF RICHMOND

JUN 2 4 2024

JUN 2 4 2024

APPROVED for content by originating dept.

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## Schedule A

To Housing Agreement (Market Rental) (6071 Azure Road) Bylaw No. 10550

HOUSING AGREEMENT BETWEEN SUN VALLEY RENTAL LTD. AND CITY OF RICHMOND

# MARKET RENTAL HOUSING AGREEMENT (Section 483 Local Government Act)

THIS AGREEMENT is dated for reference 6th day of May, 2024,

## BETWEEN:

SUN VALLEY RENTAL LTD. (Inc. No. BC0923745), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 163-11782 Hammersmith Way, Richmond, BC V7A 5E2

(the "Owner")

## AND:

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

(the "City")

## WHEREAS:

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

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
  - (a) "Agreement" means this agreement together with all schedules, attachments and priority agreements attached hereto;

- (b) "Building" means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (c) "Building Permit" means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) "City" means the City of Richmond;
- (e) "City Solicitor" means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (f) "Common Amenities" means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required market rental parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (g) "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) "Daily Amount" means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (i) "Development" means the residential development to be constructed on the Lands;
- (j) "Development Permit" means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) "Director of Development" means the City's Director, Development in the Planning and Development Division of the City, and his or her designate;
- (1) "Dwelling Unit" means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) "GST" means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (n) "Housing Covenant" means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the Land Title Act)

- charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (o) "Interpretation Act" means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) "Lands" means certain lands and premises legally described as PID: 002-379-953, Lot 592 Section 7 Block 4 North Range 6 West New Westminster District Plan 25611, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (r) "Local Government Act" means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) "LTO" means the New Westminster Land Title Office or its successor;
- (t) "Market Rent" means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (u) "Market Rental Housing Unit" means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (v) "Occupancy Certificate" means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City's Building Regulation Bylaw 7230, as may be amended or replaced;
- (w) "OCP" means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (x) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (y) "Real Estate Development Marketing Act" means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (z) "Residential Tenancy Act" means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

- (aa) "Senior" means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (bb) "Strata Property Act" means the Strata Property Act S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;
- (dd) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ee) "Tenant" means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

## 1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;

- reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar (i) month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- where the word "including" is followed by a list, the contents of the list are not intended to (k) circumscribe the generality of the expression preceding the word "including"; and
- the terms "shall" and "will" are used interchangeably and both will be interpreted to (1)express an obligation. The term "may" will be interpreted to express a permissible action.

## ARTICLE 2 USE AND OCCUPANCY OF MARKET RENTAL HOUSING UNITS

- The Owner agrees that each Market Rental Housing Unit may only be used as a permanent 2.1 residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than a Tenant. For the purposes of this Article, "permanent residence" means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- Within 30 days after receiving notice from the City, the Owner must, in respect of each Market 2.2 Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary 2.3 in order to confirm that the Owner is complying with this Agreement.
- Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the 2.4 Development:
  - take no steps to compel the issuance of, and the City will not be obligated to issue, the (a) Development Permit, unless and until the Owner has:
    - submitted to the City a Development Permit application that includes the Market (i) Rental Housing Units and all Common Amenity and other ancillary spaces; and
    - at its cost, executed and registered against title to the Lands, or portion thereof, (ii) such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;

Market Rental Housing Agreement (Section 483 Local Government Act) 6071 Azure Road Application No. RZ 21-931122 Condition No. 13

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

# ARTICLE 3 DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- Without limiting Section 2.1, Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in Section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental

Market Rental Housing Agreement (Section 483 Local Government Act)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 13

- Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one Building;
- (b) if the Development contains one or more air space parcels, then provided that all the Market Rental Housing Units in a Building are situate within a single air space parcel or the remainder, then such air space parcel will be a "building" and the remainder will be a "building" for the purpose of this Section 3.2; and
- (c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
  - (a) includes the following provision:
    - "By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Market Rental Housing Unit:
    - (i) the number of occupants of the Market Rental Housing Unit;
    - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
    - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors.";
  - (b) defines the term "Landlord" as the Owner of the Market Rental Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
  - (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

- (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
- the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces on the Lands, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units.
- (d) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (e) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) a Market Rental Housing Unit is occupied by a person or persons other than a Tenant;
  - (ii) the Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Market Rental Housing Unit given the number and size of bedrooms in the Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iii) the Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (iv) the Tenant subleases the Market Rental 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. 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;

- (f) the Tenancy Agreement will identify all occupants of the Market Rental Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Market Rental Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the Residential Tenancy Act, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

## ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

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

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

## ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable as rental accommodation.
- The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

## ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

## ARTICLE 7 MISCELLANEOUS

## 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where the Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the Local Government Act prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Market Rental Housing Units, this Agreement will secure only the legal parcels which contain the Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

## 7.2 No Compensation

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

## 7.3 Modification

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

## 7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands, at not cost or charge to the Tenant.

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

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

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

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

## 7.5 **Indemnity**

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

(a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

Market Rental Housing Agreement (Section 483 Local Government Act)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 13

- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

## 7.6 Release

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

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

## 7.7 Survival

The obligations of the Owner set out in Sections 7.5 and 7.6 above will survive termination or release of this Agreement.

## 7.8 Priority

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

## 7.9 City's Powers Unaffected

This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

## 7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

## 7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

## 7.12 Notice

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

To:

Clerk, City of Richmond

6911 No. 3 Road

Richmond, BC V6Y 2C1

Copy to:

City Solicitor and the Director of Development

City of Richmond 6911 No. 3 Road

Richmond, BC V6Y 2C1

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

## 7.13 Enuring Effect

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

## 7.14 Severability

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

#### 7.15 Waiver

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

## 7.16 Sole Agreement

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

## 7.17 Further Assurance

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

## 7.18 Covenant Runs with the Lands

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

## 7.19 Equitable Remedies

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

## 7.20 No Joint Venture

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

Market Rental Housing Agreement (Section 483 Local Government Act)
6071 Azure Road
Application No. RZ 21-931122
Condition No. 13

## 7.21 Applicable Law

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

## 7.22 Deed and Contract

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

## 7.23 Joint and Several

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

## 7.23 Limitation on Owner's Obligations

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

## 7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[The Remainder of This Page is Intentionally Blank]

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

<b>SUN VALLEY RENTAL LTD.</b> (Inc. No. BC0923745) by its authorized signatory(ies):	
Per:  Name:  Yi Wei Xuan	CITY OF RICHMOND APPROVED for content by originating dept.
Per:Name:	Legal Advice
CITY OF RICHMOND by its authorized signatory(ies):	DATE OF COUNCIL APPROVAL (if applicable)
Per:  Malcolm D. Brodie, Mayor	
Per:Claudia Jesson, Corporate Officer	

## Schedule A to Housing Agreement

## STATUTORY DECLARATION (Market Rental Housing Units)

CANADA	) IN THE MATTER OF Unit Nos
PROVINCE OF BRITISH COLUMBIA	) (street address), British Columbia, and Housing
TO WIT:	) Agreement dated, 20 (the ) "Housing Agreement") between and
	the City of Richmond (the "City")
Ĭ,	(full name), of (address) in the Province of British
Columbia, DO SOLEMNLY DECLARE that:	(ddd/css) II the Hermite of Bittish
1. I am the owner or authorized signatory of this declaration to the best of my personal	f the owner of the Market Rental Housing Units, and make knowledge;
	terms of the Housing Agreement in respect of the Market of the, 20;
3. To the best of my knowledge, the Market Rent housing for Tenants (as defined in the Hou Housing Agreement).	for the period from to all Housing Units were used solely for the provision of rental using Agreement) at or below Market Rent (as defined in the
And I make this solemn declaration, conscient same force and effect as if made under oath and	tiously believing it to be true and knowing that it is of the d by virtue of the <i>Canada Evidence Act</i> .
DECLARED BEFORE ME in to Province of British Columbia, Canada, tl	at ) he ) nis )
day of	) (Signature of Declarant)
A Notary Public and a Commissioner for taki Affidavits in and for the Province of Briti Columbia	
	ed, stamped, and dated and witnessed by: ommissioner for taking affidavits





# Development Permit Panel Wednesday, June 12, 2024

Time: 3:30 p.m.

Place: Remote (Zoom) Meeting

Present: Wayne Craig, General Manager, Planning and Development, Chair

Cecilia Achiam, General Manager, Community Safety

Kirk Taylor, Director, Real Estate Services

The meeting was called to order at 3:30 p.m.

## **MINUTES**

It was moved and seconded

That the minutes of the meeting of the Development Permit Panel held on May 29, 2024 be adopted.

**CARRIED** 

## 1. DEVELOPMENT PERMIT 23-023854

(REDMS No. 7681802)

APPLICANT: HNPA Architecture & Planning Inc.

PROPERTY LOCATION: 6071 Azure Road

## INTENT OF PERMIT:

1. Permit the construction of a low-rise to mid-rise residential development comprising 330 residential units, including 50 low-end-of-rental (LEMR) units, 110 moderate-income rental units and 170 market rental units at 6071 Azure Road on a site zoned "Low to Mid Rise Apartment (ZLR45) – Thompson"; and

# Development Permit Panel Wednesday, June 12, 2024

- 2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
  - (a) reduce the minimum setback from Westminster Highway from 4.5 m to 4.35 m behind the bus stop and 4.14 m at the Westminster Highway and Azure Boulevard corner cut; and
  - (b) reduce the minimum manoeuvring aisle width from 6.7 m to 6.1 m.

## **Applicant's Comments**

Jun Nan, HNPA Architecture and Planning Inc., with the aid of a visual presentation (attached to and forming part of these minutes as <u>Schedule 1</u>), provided background information on the proposed development, highlighting the following:

- the existing rental residential site with 50 townhouse units will be redeveloped into two four-storey apartment buildings and one six-storey apartment building with 330 units consisting of 50 low-end-of-market rental (LEMR) units, 110 moderate-income rental housing units and 170 market rental units;
- 46 percent of the total number of units are family-friendly units or units having two to four bedrooms,
- the building height steps down to provide an appropriate interface with the adjacent single-detached homes;
- the buildings are arranged to surround two major courtyards on podium level with a single-level parking structure below;
- the outdoor amenity spaces provided on the podium level and at the fifth floor of the northeastern building are for the shared use of all residents in the proposed development;
- indoor amenity spaces are provided in each building and most are located to open up visually or physically to the outdoor amenity spaces;
- the total area proposed for indoor and outdoor amenity spaces exceeds the City requirements;
- the use of different materials and colours visually breaks down the building massing and provides identity to each building;
- the podium level central courtyard is accessible from the street;
- all of the units meet Basic Universal Housing (BUH) requirements; and
- the project meets the City's energy efficiency and parking requirements.

# Development Permit Panel Wednesday, June 12, 2024

James Whelan, Durante Kreuk Ltd., with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) the western courtyard has been designed for active uses while the eastern courtyard has been designed for passive uses, (ii) urban agriculture areas are located in the podium level outdoor amenity area and at the fifth floor level of the northeastern building which also provides opportunities for social gathering and events, (iii) all urban agriculture planters have been designed to be accessible for all users, (iv) grade changes along the three road frontages are addressed through tiered retaining walls and significant planting, (v) a grove of trees along the western edge of the site have been retained, (vi) proposed planting includes native and non-native and deciduous and coniferous species, (vii) open spaces for public use are proposed on ground level, and (viii) a variety of play equipment and elements are proposed for the children's play area to cater to different children's age groups.

## **Staff Comments**

In reply to queries from the Panel, staff noted that (i) there is a Servicing Agreement associated with the project including but not limited to the design and construction of road works including road widening on Westminster Highway and frontage improvements along the three road frontages of the site, traffic calming, utility connections and sanitary sewer upgrades, (ii) the proposed parking complies with the Zoning Bylaw requirements and a package of Transportation Demand Management (TDM) measures is proposed to reduce vehicle ownership in the proposed development, (iii) the subject site is impacted by aircraft noise and the project has been designed to meet the City's aircraft noise interior sound levels and thermal comfort requirements during summer, (iv) the project has been designed to achieve Step 3 of the BC Energy Step Code with a low-carbon energy system and will connect to a City District Energy Utility (DEU) facility for domestic hot water heating when one is available in the area, (v) the rooftop urban agriculture is provided for the shared use of all residents in the proposed development, (vi) a significant number of trees along the west property line of the subject site will be retained and protected to provide a buffer to the single-family homes to west, and (vii) the applicant is required to plant 90 replacement trees to compensate for some existing trees being removed from the site but the applicant is proposing to plant 154 trees.

## **Panel Discussion**

In reply to queries from the Panel, staff confirmed that (i) the Transit Pass Program is part of the proposed TDM measures and is offered to all residents of the development and provides a two-zone monthly bus pass for a period of one year, (ii) the proposed 50 LEMR rental housing units are replacement units for the existing rental housing units on the subject site and existing tenants will be offered the option of renting a replacement LEMR unit in the proposed development, and (iii) the six rental housing units currently tenanted by Vancouver Coastal Health (VCH) clients will continue to be offered to VCH when construction of the LEMR units in the development is completed.

### Development Permit Panel Wednesday, June 12, 2024

Discussion ensued regarding access to the podium level central courtyard and it was noted that (i) the central courtyard is only for private use of residents and is not publicly accessible, (ii) there are no gates or fencing proposed at the top or bottom of the ramp and stairs, and (iii) the elevation change from street level sidewalk to the podium level central courtyard marks the transition from the public realm to the semi-private realm.

Following discussion, the applicant was advised to install appropriate signage on the site to inform pedestrians that the podium level courtyard is a private space.

In reply to queries from the Panel, the applicant advised that (i) different types of lighting for different areas in the development are proposed, (ii) all planted areas in the development will be irrigated, (iii) the applicant will work with the arborist to ensure appropriate measures are taken during construction to ensure the protection and survival of existing trees along the west property line, and (iv) the urban agriculture areas are provided with tool storage spaces as well as potting benches and compost storage areas.

Discussion ensued regarding the location of mechanical units and it was noted that (i) majority of mechanical units for the low-carbon energy system will be located in the parkade, (ii) a limited number of mechanical units for corridor ventilation are proposed to be located on building rooftops, and (iii) the provision of a heat pump for each unit and their proposed location in balconies are currently in the planning stage.

As a result of the discussion, the applicant was advised to take into consideration in their planning the noise that will be generated by the heat pumps and introduce appropriate noise mitigation measures.

In reply to a query from the Panel, staff confirmed a tree survival security is required to be provided by the applicant to ensure the survival of on-site trees identified for retention.

Discussion ensued regarding the proposed architectural and landscape treatment for ground level exterior walls facing property lines and it was noted that (i) fencing and landscape screening are proposed for the loading area along Azure Boulevard, (ii) there is a high cast-in-place concrete wall adjacent to the bicycle parking area near the parkade entry on Azure Boulevard, (iii) flush landscaping is proposed at the bicycle parking area on Azure Boulevard near the northeast corner of the site, and (iii) there is a long concrete parkade wall along the west property line adjacent to the retained grove of trees.

Following discussion, the applicant was advised to (i) investigate opportunities to add more interest to the treatment of concrete walls along the west property line and adjacent to bicycle parking areas along Azure Boulevard, and (ii) introduce appropriate treatment to discourage tagging on smooth cast-in-place concrete walls.

In reply to the query from the Panel regarding the anticipated time frame for the development of the project and projected start date of tenant relocation, the applicant advised that (i) tenant relocation will only commence after Building Permit issuance, and (ii) subject to the timing of Building Permit issuance and completion of pre-construction activities, construction could start in June of next year at the earliest.

### Development Permit Panel Wednesday, June 12, 2024

In reply to a query from the Panel regarding details of the tenant relocation plan associated with the proposed development, staff noted that the tenant relocation plan secured at rezoning includes (i) providing tenants with a minimum of four months' notice to end the tenancy, (ii) offering tenants the option of renting a replacement LEMR unit and the six housing units currently tenanted by VCH clients in the existing development will continue to be offered to VCH in the new development, (iii) offering tenants who have resided in the existing development longer than one year the choice of four months' free rent or lump sum equivalent, exceeding the OCP policy requirement of three months' free rent or lump sum equivalent, and (iv) acknowledging that some tenants may require additional assistance throughout the relocation process.

### Correspondence

Susan Campbell, 6051 Azure Road (Schedule 2)

In reply to concerns indicated in the letter regarding hospital personnel and visitors using the neighbourhood for parking and opposition to the subject application moving forward, staff noted that (i) staff has followed up with the Richmond resident to confirm that parking needs of the proposed development are provided on-site and there are TDM measures proposed to reduce vehicle ownership, (ii) as directed by Council, staff conducted a consultation with residents in the neighbourhood on the potential of introducing a resident only parking program, and (iii) the completed survey indicated little support for the program, except for one small street in the area which is proceeding with the program on a pilot basis.

### **Gallery Comments**

None.

### **Panel Discussion**

The Panel expressed support for the project, noting that the proposed development provides 100 percent rental housing units with a high percentage of family-friendly units and varying levels of affordability.

In addition, staff was directed to work with the applicant to (i) investigate opportunities to install access controls such as signage to the outdoor amenity area from public areas, and (ii) review the treatment of exposed walls along the Azure Boulevard frontage and west property line of the subject site.

Also, the applicant was advised to coordinate with City staff regarding phasing of construction of the development if they have not done so already.

### **Development Permit Panel**

### Wednesday, June 12, 2024

### **Panel Decision**

It was moved and seconded

That a Development Permit be issued which would:

- 1. permit the construction of a low-rise to mid-rise residential development comprising 330 residential units, including 50 low-end-of-rental (LEMR) units, 110 moderate-income rental units and 170 market rental units at 6071 Azure Road on a site zoned "Low to Mid Rise Apartment (ZLR45) Thompson"; and
- 2. vary the provisions of Richmond Zoning Bylaw 8500 to:
  - (a) reduce the minimum setback from Westminster Highway from 4.5 m to 4.35 m behind the bus stop and 4.14 m at the Westminster Highway and Azure Boulevard corner cut; and
  - (b) reduce the minimum manoeuvring aisle width from 6.7 m to 6.1 m.

CARRIED

### 2. New Business

It was moved and seconded

That the Development Permit Panel meeting tentatively scheduled on Wednesday, June 26, 2024 be cancelled.

3. Date of Next Meeting: July 10, 2024

### **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 Development Permit Panel of the Council of the City of Richmond held on Wednesday, June 12, 2024.

Wayne Craig Rustico Agawin
Chair Committee Clerk

6.

Schedule 1 to the Minutes of the Development Permit Panel meeting held on Wednesday, June 12, 2024



# 6071 AZURE ROAD - RICHMOND, BC

DEVELOPMENT PERMIT PANEL MEETING - JUN 12, 2024



## PROJECT OVERVIEW

### SITE INFORMATION



CIVIC ADDRESS 6071 Azure Road, Richmond, British Columbia

LEGAL DESCRIPTION LOT 592 SEC 7 BLK 4N RG 6W PL NWP25611 LOT 592, BLOCK 4N, PLAN NWP25611, SECTION 7, RANGE 6W, NEW WESTMINSTER LAND DISTRICT

SITEAREA BEFORE DEDICATION: 12,005 SQ.M (129,221 SQ.FT) AFTER DEDICATION: 11,606 SQ.M (124,933 SQ.FT)

LAND USE MULTI-FAMILY RESIDENTIAL

CURRENT ZONING
RTL1-LOW DENSITY TOWNHOUSES

### **EXECUTIVE SUMMARY**

PROJECT AREAS Building A: LEMR + HILs + RENTAL MARKET Building B: HILs + RENTAL MARKET Building C: LEMR + RENTAL MARKET	чякет .	5,490 Sq.m FAR 12,087 Sq.m FAR 6,804 Sq.m FAR	AB AB
Total Project Areas		24,381 Sq.m FAR	AH
FAR SUMMARY Proposed FAR:	2.1 FAR		
PROJECT UNITS Building A Building B Building C	56 Units 177 Units 97 Units		
INDOOR AMENITY 2.00 Sq.m per unit	300 Sq.m. Req'd	371 Sq.m Proposed	B
OUTDOOR AMENITY 5.95 Sq.m per unit West Side - yard outdoor open space:	1,980 Sq.m. Req'd 360 Sq.m	3,565 Sq.m Proposed	<b>9</b>
PARKING Total Required Total Provided	272 Car stalls 275 Car stalls		
LOADING Total Required Total Provided	1 Loading bay 2 Loading bays		
BIKE STALLS Total Required Total Provided	660 class 1 bikes 660 class 1 bikes	66 class 2 bikes 67 class 2 bikes	se)
SETBACKS Front Yard - North PL: at Westminter highway Slde Yard - East PL: at Azure Blvd Slde Yard - West PL: at Asure Blvd Rear Yard - South PL: at Azure Rd	Required ghway 14.76 ft (4.5 m) to new PL 14.76 ft (4.5 m) to PL 14.76 ft (4.5 m) to PL 14.76 ft (4.5 m) to PL	Proposed onew PL 15 ff (4.57m) o PL 23 ff (7.07m) o PL 15 ff (4.57m) o PL 15 ff (4.57m)	p P P P P
SETBACKS VARIANCES 1- Front Yard - North PL : at Westminter highway 14.76 ft (4.5m) to new PL (Behind Bus Stop) 2- Front Yard - North PL : at Westminter highway 14.76 ft (4.5m) to new PL (At North-Fact Corner)	Required highway 14.76ft (4.5m) to new PL highway 14.76ft (4.5m) to new PL	Proposed 5 new PL 14.27 ft (4.35m) 6 new PL 13.58 ft (4.14m)	P E E
(At NOT IN-East Corner)			

## TABLE OF CONTENTS

### **DESIGN RATIONALE** 0.

Site Context
Housing and Livebility
Site Plan and Massing
Public Realm Design
Building Characters
3D Visualizations

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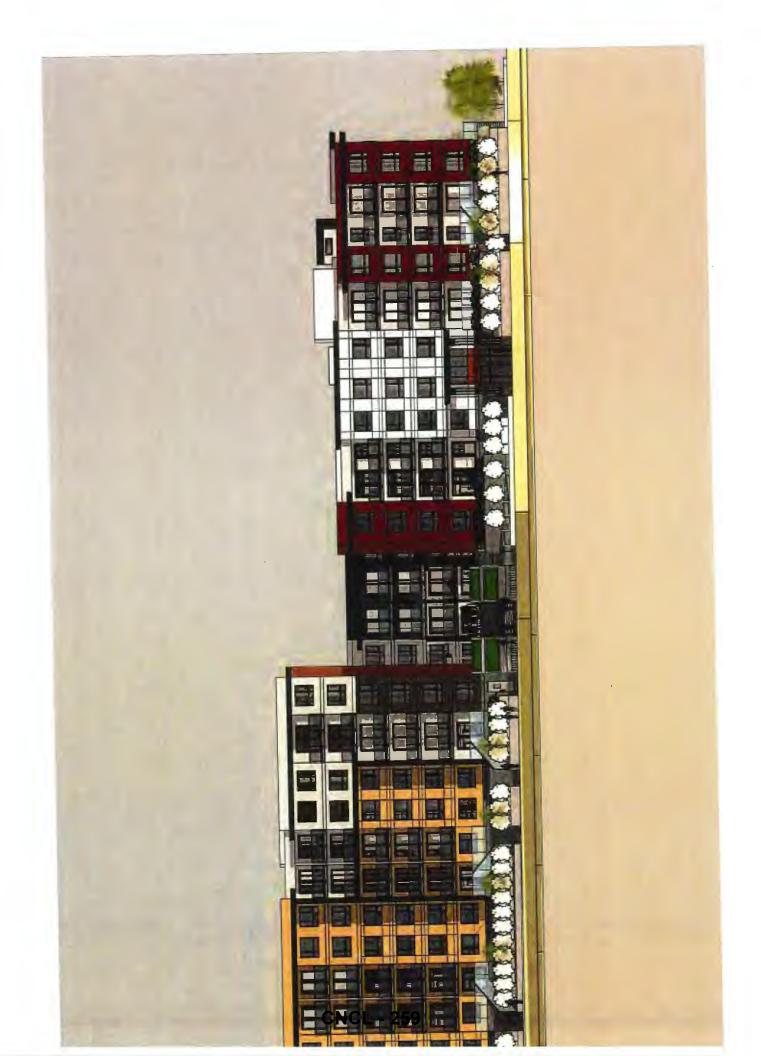
ARCHITECTURAL DRAWINGS 2.0

LANDSCAPE DRAWINGS 3.0





1,0 DESIGN RATIONALE



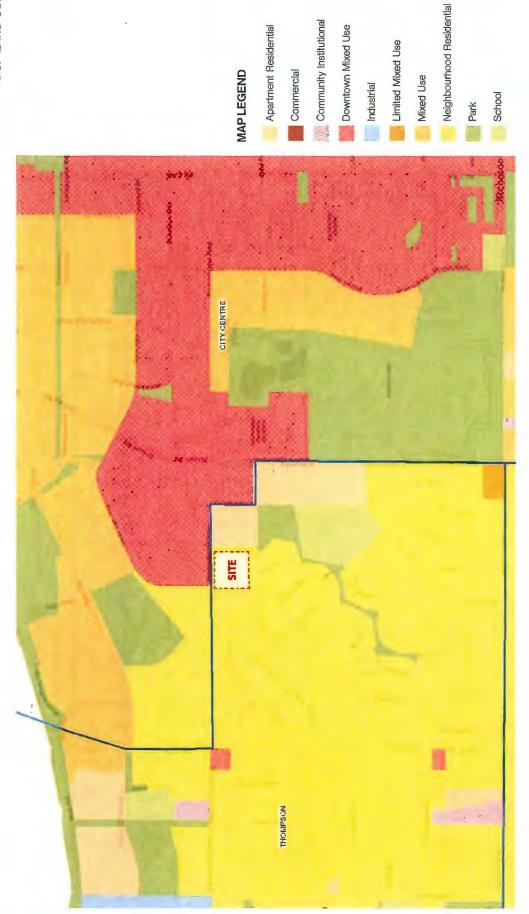
### SITE CONTEXT

This project is located at 6071 Azure Road, at the intersection of Azure Road and Westminster Highway. The site is located within Richmond's Thompson area. It is adjacent to Richmond's City Centre and surrounded by many of Richmond's major commercial establishments, parks, hospital and recreational facilities.

The area is currently occupied by a number of jowrise residential buildings. The buildings are decades old and are in desperate need of major renewal. Given the site's adjacency to Westminster Highway, redevelopment of the site will also bring refreshfing changes to this major street in Richmond.

The site is in a transitional area between single family house neighborhood on the west and multifamily housing on the east, institution and industrial facilities crossing the street. The site is within convenient walking distance to the city centre and has good access to public transit.

6071 AZURE ROAD, RICHMOND





### MAP LEGEND

HOSPITAL 1 Richmond Hospital

### PARKS

Minoru Park Brighouse Neighbourhood Park Dover Neighbourhood Park North-Arm Dyke

SCHOOLS 6 Samuel Brighouse Elementary

DAYCARES
7 Chosen Children Learning Center
8 Bowling Green Children's Center

POINTS OF INTEREST
9 CF Richmond Centre
10 Olympic Experience at Richmond
Olympic Oval
11 The World of Kidtropolis

SKYTRAIN STATION
12 Richmond-Brighouse Station

6071 AZURE ROAD, RICHMOND

# HOUSING AND LIVABILITY

A 100% RENTAL HOUSING DEVELOPMENT

ply a total of 330 much-needed rental units to the area and the City of Richmond. 48% of the units are affordable rental housing. The proposed development is comprised of three buildings that will sup-

50 LEMR Unit Total 50 Low-End Market Rental Housing (LEMR) units in Building A and C. The types, sizes, rental rates, and occupant income restrictions for LEMR units are in accordance with the City's Affordable Housing Strategy and guidelines for Low End Market Rental (LEMR) housing

### 110 HILs Unit

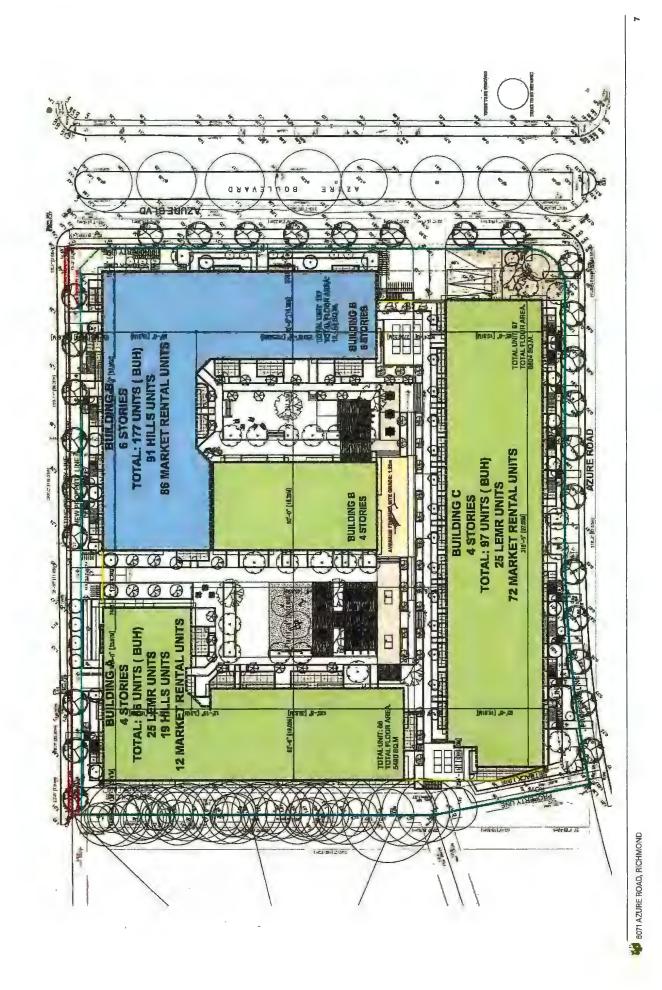
110 Moderate Income Rental Housing unit with the Housing Income Limits (HILs) are located in Building A and B.

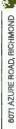
### 170 Market Rental Housing Unit

170 Market Rental Housing units in Building A, B and C.

56% units are family unit with 2 or more bedrooms

HILS	Market Rental		TOTAL
110	170		330
24 22%	19 1:	11%	43
62 56%	69 4:	41%	135
20 18%	49 29	29%	83
4 4%	33 16	19%	99
0	0		æ
110 100%	170	100%	
חדד	T0070		lo/T





# SITE PLAN AND MASSING

SITE PLANNING PRINCIPLES

### An appropriate fit for the site context

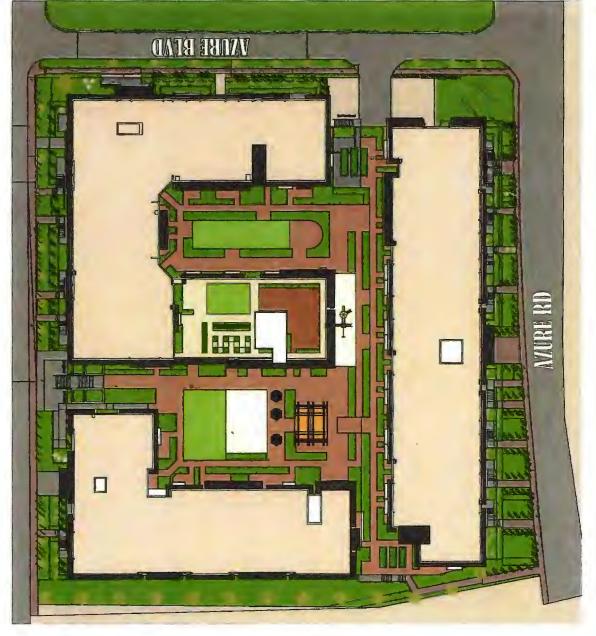
The development places three buildings on site with the two 4-story building on the west and south sides which faces existing single-family houses. The 6-story building is placed at the northeast corner of the site away from the single-family house neighborhood. On the west side, the development is setback by 23' to allow the existing row of trees to be kept and to have minimum impact on the adjacent property on the west.

### A balanced massing design for the site

While the new development is higher and denser than the existing one, the massing design breaks down the building mass by varying building façades with colors, materials and frames to create interest and visually break down the massing.

### Accessible Outdoor Amenities

The placement of the three buildings naturally forms a courtyard in the centre, to be shared by all residents. The courtyard is easily accessed from the lower level of the buildings and also from the streets via steps and ramps.





**CNCL - 267** 





# SITE PLAN AND MASSING SHADOW STUDY

More than 75% units have direct sunlight in all seasons.

People in center courtyard can enjoy sunlight even druing the winter with worst sun shade situation.



4:00 pm Mar/Sep 21



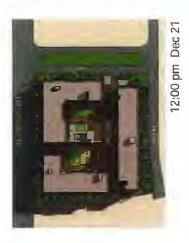






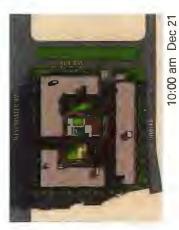
















### PUBLIC REALM DESIGN STREETSCAPE

With the introduction of colors and varied design language, streetscapes are animated and lively. Both Westminster HWY and Azure road facades have a variety of design treatments—landscape over parkade, access to the plaza, and stepped planters/ground floor unit accesses from streets make up a much more vibrant streetscape.



6071 AZURE ROAD, RICHMOND

# PUBLIC REALM DESIGN TRANSITION

Entrances of three buildings are located at the sidewalk level, Plus all of the 1st floor residential units facing the street have direct access from sidewalk.

Designated stepped landscape planters wrap around the parkade structure, which soften the edge of the building and bring the human scale to the sidewalk.





**CNCL - 273** 

# **PUBLIC REALM DESIGN**

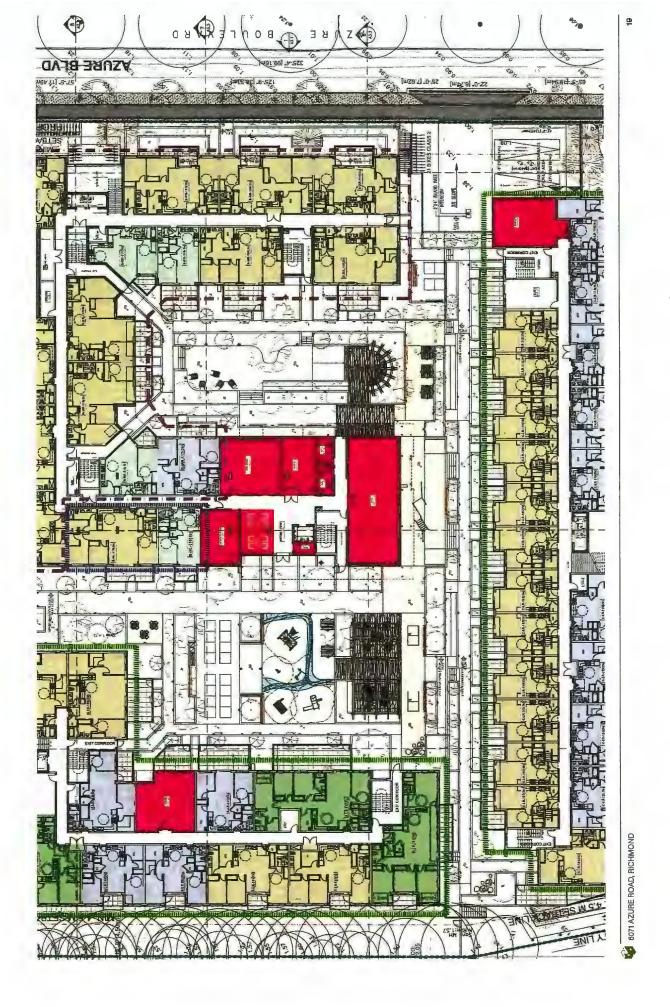
PLAZA

The central plaza can be accessed by everyone in the area with its provisions such as a children's play area, seating, and a paved path for an evening stroll. It is designed to be enjoyed by all residents and the public. The much-landscaped plaza is semi-private and connects the development to the outdoor world. It provides areas for outdoor activities.



# PUBLIC REALM DESIGN INDOOR AMENITIES

Each building provides indoor amenity spaces for its residents. These spaces are conveniently located at the center of plaza level and have an easy connection between indoor and outdoor amenity space.



# **BUILDING CHARACTERS**

ARCHITECTURE STYLE

The exterior façade design of the buildings aims to create a fresh, vibrant appearance, to animate the streets it faces. Three buildings will each have a color theme, to have its unique identity in the complex. Varied façade design languages break up the massing for a lively streetscape.



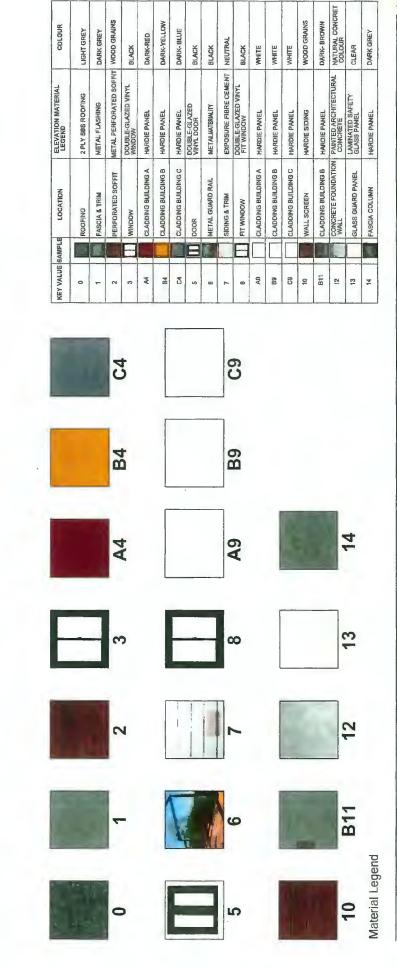




# **BUILDING CHARACTERS**

MATERIALITY

The building materials are made up of a neutral colour palette including metal paneling, different colours of cementitiouspanels, glass, and wood. Both interior and exterior materials will comprise of durable materials sourced locally where possible. Low VOC finishes will be specified for the residential suites and all circulation areas.





**CNCL - 281** 

### **ACCESSIBILITY**

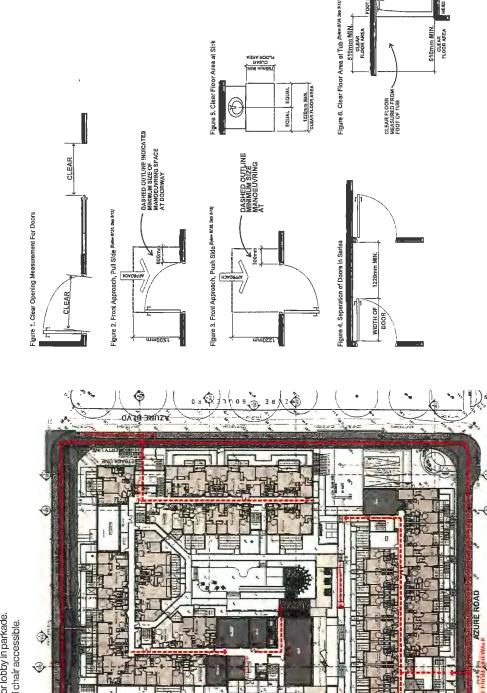
### Accessibility Strategy

100% units meet the Basic Universal Housing (BUH) requirement.

Accessibility Units

In-suite stairs are designed for future stair lift installation

- Accessible path connecting public sidewalks to the main entries, Accessible path to the plaza and outdoor amenity space, Accessible parking is at visible location near elevator lobby in parkade.
  - Access to the recycling and garbage room is wheel chair accessible.



8

# STEP CODE COMPLIANCE

The 6071 Azure Rd Multi-Family Residential Bullding is attempting to meet the energy and emission performance limits under the City of Richmond's Bulletin BUILDING-40 Rev: 2023-12-08. The proposed building is a non-combustible construction and is required to meet Step 3 w/ EL-1 or Step 2 w/ EL-2. Emission Level (EL) information of EL-1 and EL-2 are listed in the BC Building Code Section 10.3.

The proposed project will follow the energy compliance path to meet the BC Energy Step 2 w/ EL-2.

The proposed energy conservation measures (ECMs) to help the proisect achieve the energy and emission performance requirements are listed below:

 High-performance building envelope considering the thermal bridging effect

Model Inputs	Proposed
High-Performance	U 0.32 (Btu/h.ftz.°F)
Glazing System	SHGC 0.30
Overall wall effective R or U- value (ft <sup>2</sup> .*F.h/Btu)	Steel frame wall with exterior insulation overall R10.2, derating 30% from effective R17.4" semi-rigid insulation - 2X6 steel frame @160C - 1/2 GWB
Overall roof	Flat Roof eff R28
effective R-value	- R10 polyiso insulation
(ft²."F.h/ Btu)	- R20 regid insualton

- Direct Ventilation with in-suite HRV (72% SRE) will be incorporated into the ventilation system design
- High-efficiency HVAC system with air source heat pump heating and cooling at suite level (heating COP of 3.5 and cooling SEER of 3.8)





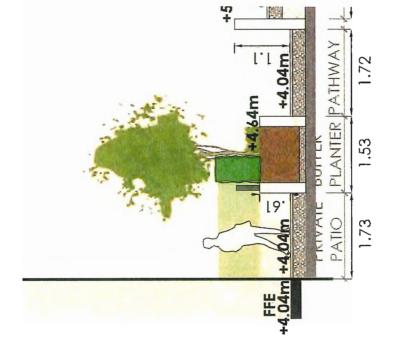
**CNCL - 284** 





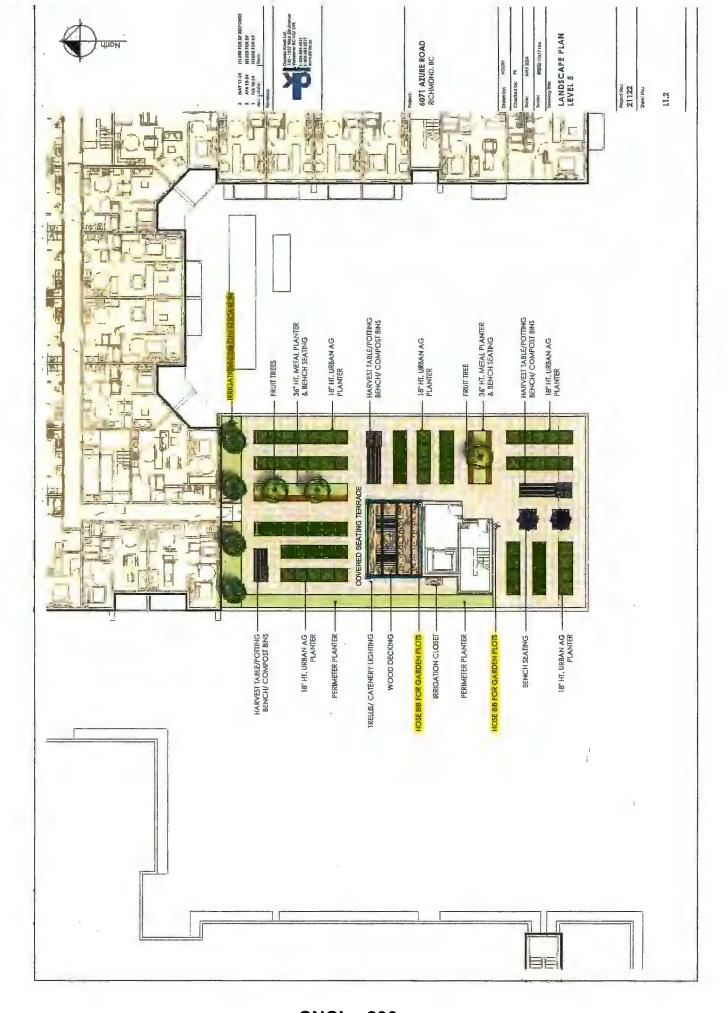
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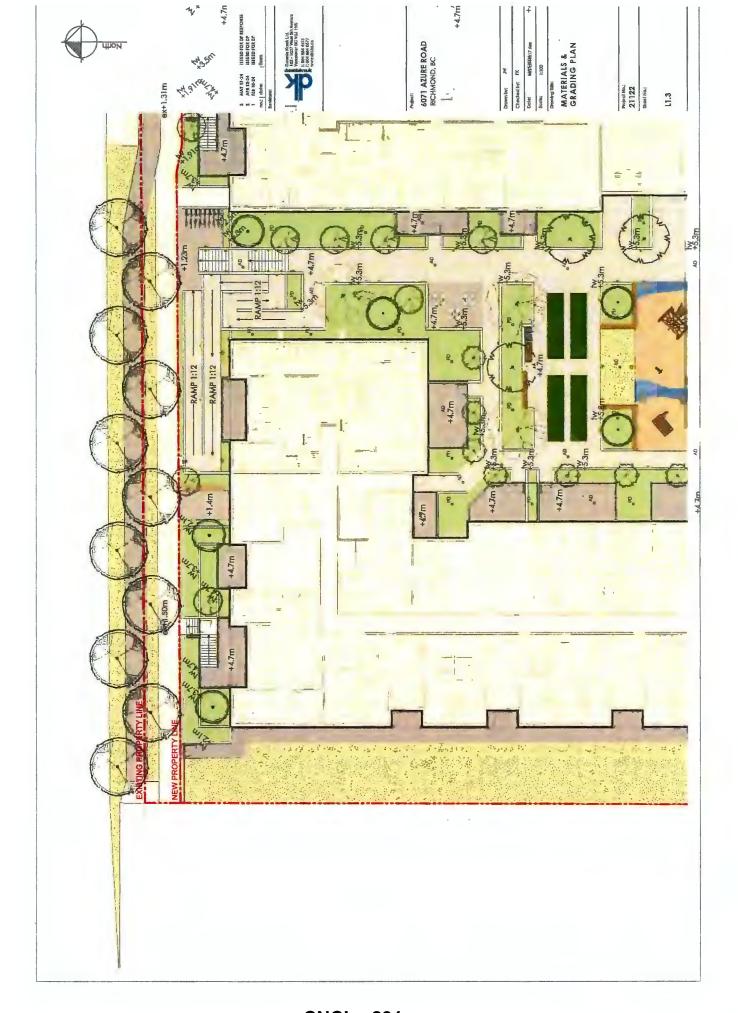




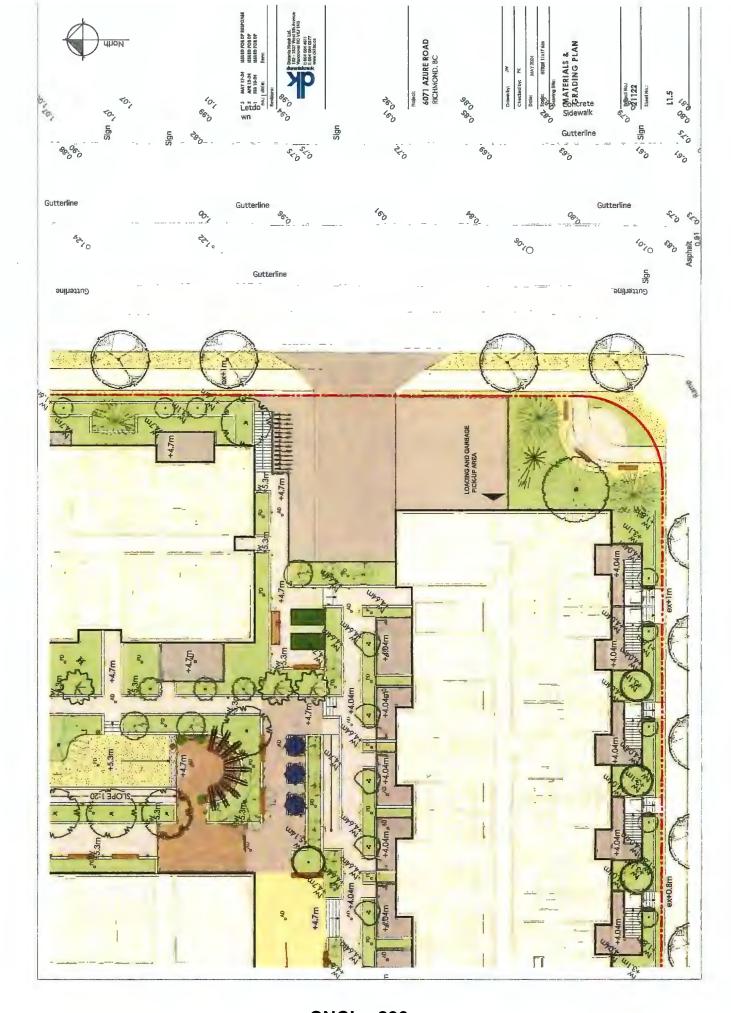
# LANDSCAPE DRAWINGS



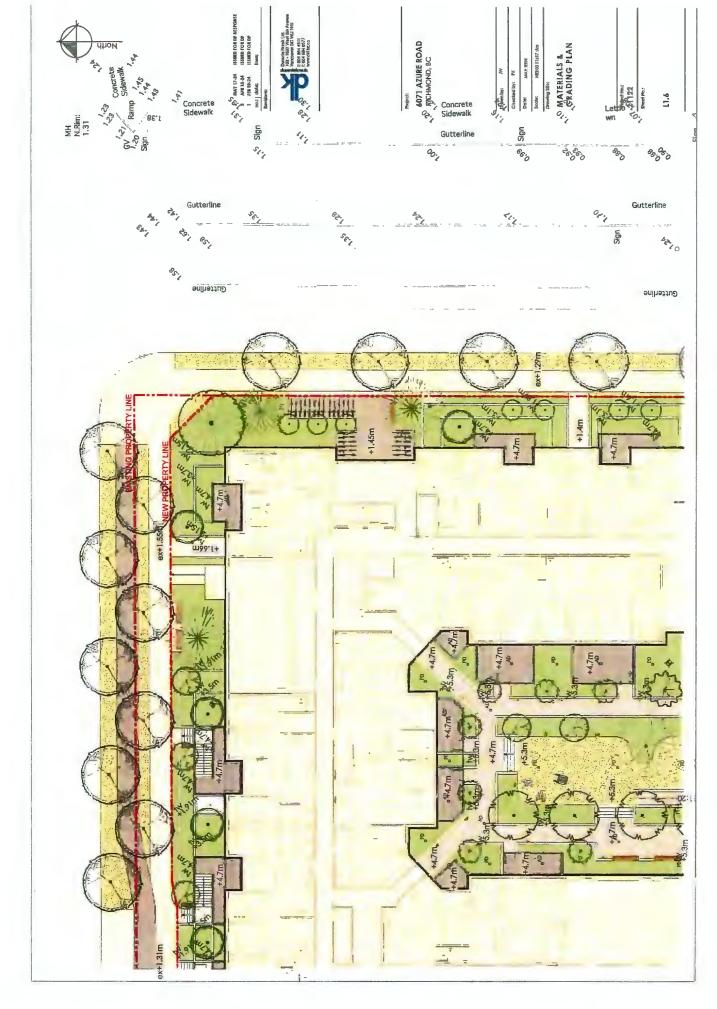






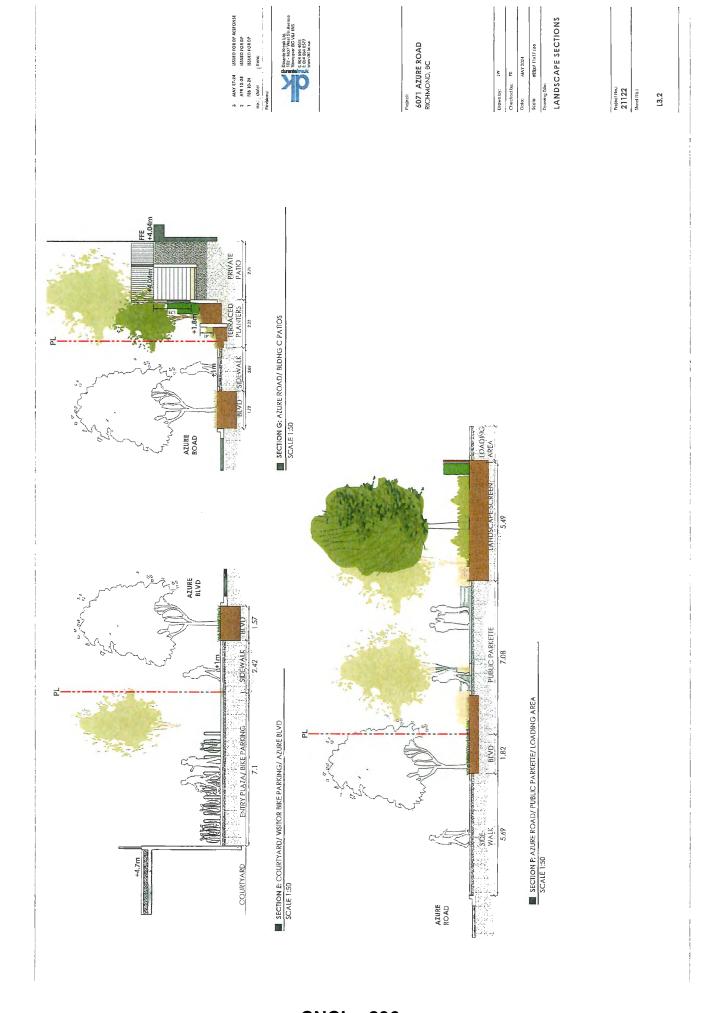


**CNCL - 293** 



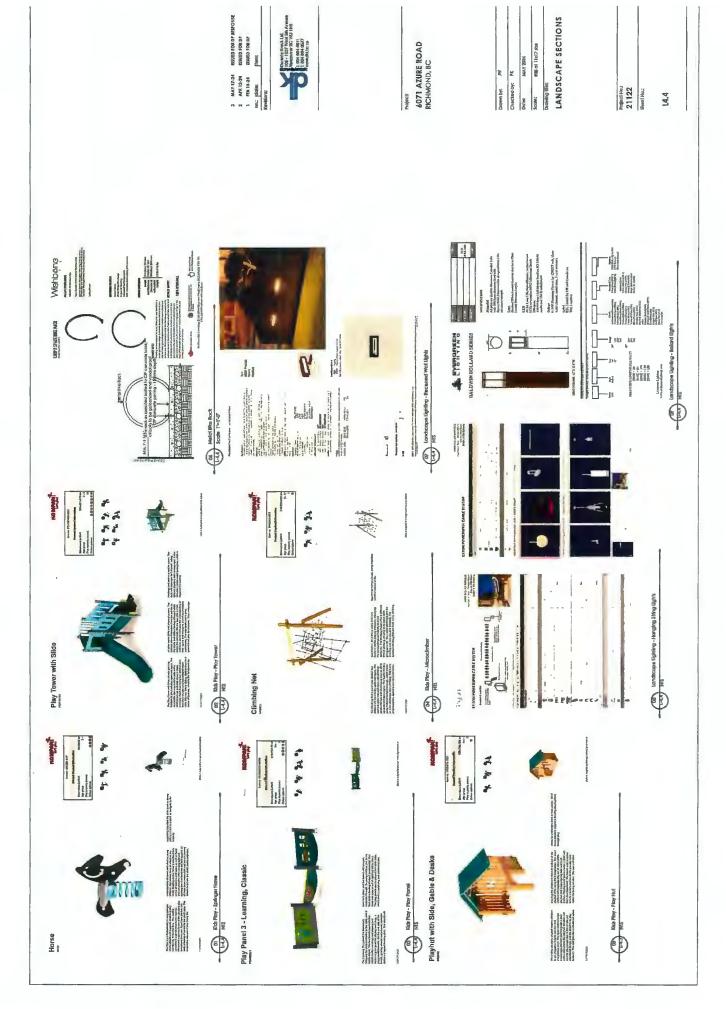
**CNCL - 294** 





**CNCL - 296** 





**CNCL - 298** 

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	17 Magnota 'Calary'	Galaxy Magnora	Scm cat 888		24"x24" HYDRAPHESSED CONCRETE PAVERS
	lå Prynus semigla Twangon'	Kwanzon Haweing Chemy ****	6cmcal.046		CIP CONCRETE
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r'.	<ul> <li>Corcid phyfum paparicum</li> </ul>	Kabura Irea	6cm eal, 0 & 0		POUR-IN-PLACE VIRGIN RUBBER PLAY SURFACING GANAMID VERA FORE, COLOURS HAIT
	IO Pumus sorgeniii Ronciso	Rancho Flowering Cherry	bern cot 880	SURFACING	98
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COMPLETE STATE	7 (Nu)a pścala Yasky'sla	Fortigiate Red Cedor	Am bi BAB	-	CIP CONCRETE STEPS
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FR 147	1 Busus m. Wintergem 2 Cholesa fermals	Woter Gen Bornood	#2 pot, 15" p.c.		DINING SEATING
		Aretic Five Red-Outer Degacod Autumn Fern	#2 pot, 10" o c.		CUSTOM BENCH SEATING
G 55 107	7 Gouldteria shafon 2 Hydrazgea terrala 'Blue Bird' 5 Loniona pioala	Salai Blue Bird Hydrangea Privel Manerautho	#2 pol, 15 o c. #3 pol, 30 o c. #2 pol, 24 o c.		PICNIC TABLE WITH UMBRELLA KOLDER
		Oregon Grepa Holly Creening Oregon Grape Helly	#3 pot, 24" 0 c.		MOVEABLE LOUNGE SEATER
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9	S VIOLITIES CANES	Dance S viguralin	20 52 follow	>	KIDS PLAY SPRINGER HORSE

# DESIGN RATIONALE

The landscape design creates attractive and safe public, semi-private and private spaces for residents and the relighborhood.
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KIDS PLAY MAY TOWER

PERENNIALS/GRASSES

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LEVEL 5 FURNISHING GLOSIER LEVEL 5 FURNISHING HARVEST FABLE

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Fig. Care remained. Example: 65 Commission and Comm

OUTDOOR GYM EQUIPMENT

KIDS PLAY CLIMBER

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KIDS PLAY HUT

The project contributes to the neighbourhood by providing an attractive public parkette tucked back from the junction of Azure Road and Azure Blvd. Building entry plazes provide opportunities for public searting and gathering along all three sides.

On the level 5 amenty tenzee, the range of programs simpled as nucleon kitchen and dright, outdoor buzuges, sun lawn and uttana agriculture planters. A trells with the range and uttana agriculture planters. A trells with the category planters and enclose and protect the kitchen' drining space with attractive tumbar decking. Tenes will be planted in sinsed planters to provide additional shade.

LANDSCAPE BOLLARD LIGHTING ABORTO RESERVED TO RECIPIENT PORTUGATION OF THE PRINCE OF T

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12.3 PLANTING PLAN 12.4 PLANTING PLAN 12.5 PLANTING PLAN - LEVEL 5

COVER SHEET LANDSCAPE SITE PLAN LANDSCAPE SITE PLAN - LEVEL 5

11.0 11.1 11.2

DRAWING LIST

RECESSED STEP LIGHTING

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FURNISHING

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HANGING STRING LIGHTS

FINISHED FLOOR ELEVATION

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LANDSCAPE DETAILS
LANDSCAPE DETAILS
LANDSCAPE DETAILS LANDSCAPE DETAILS

SPOT ELEVATION (METERS)

+3.21

DOTTOM OF WALL

ΒW

TOP OF WALL

¥

LANDSCAPE SECTIONS LANDSCAPE SECTIONS LANDSCAPE SECTIONS

13.1 13.2 13.3 14.1 14.2 14.3

MATERIALS & GRADING PLAN MATERIALS & GRADING PLAN MATERIALS & GRADING PLAN MATERIALS & GRADING PLAN

11.3 11.4 11.5 11.6

PLANTING PLAN PLANTING PLAN

12.1

GRADING

# LANDSCAPE NOTES

MATERIALS KEY

PRECEDENT IMAGERY

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6071 AZURE ROAD RICHMOND, BC

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**CNCL - 299** 

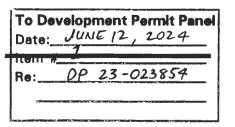
Schedule 2 to the Minutes of the Development Permit meeting held on Wednesday,

June 12, 2024

susancampbell@shaw.ca From: Sent: June 11, 2024 8:26 AM To:

CityClerk

Subject: DP 23-023854 for 6071 Azure Road



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

# City Clerk:

I sent a letter of opposition to the original rezoning of this property citing traffic concerns. Apparently those concerns were not considered as Council passed the rezoning and now we are at the Development Permit phase. I imagine my concerns will continue to be ignored but once again I would like to restate and re-emphasize my concerns.

I live at 6051 Azure and hospital personnel use our neighbourhood to park in preferring to park here for free than pay the parking fee in the hospital parking parkade. Visitors to the hospital also use the area for free parking as well. There is just no parking in the area at all and I cannot imagine the chaos that will occur when the City adds another potentially 330 cars in the area trying to find parking. It is madness. I will, of course, speak through the ballot box but the damage has been done. I urge City Council to not pass this DP – stop the development at this stage. There is no parking and even if Council decided to implement resident parking only in our area (which I asked for years ago) adding a potential of 330 additional cars will not help.

I urge City Council to not issue the DP.

Best wishes, Susan





# **Report to Council**

To: Richmond City Council Date: June 10, 2024

From: Milton Chan File: DP 18-824566

Development Permit Panel

Re: Development Permit Panel Meeting Held on November 16, 2023

# **Staff Recommendation**

That the recommendation of the Panel to authorize the issuance of Development Permit (DP 18-824566) for the properties at 12700 and 12800 Rice Mill Road and 12280 and 12300 No. 5 Road, be endorsed and the Permit so issued.

DocuSigned by:

EE473F8C3481433...

Milton Chan Development Permit Panel (604-276-4377)

# **Panel Report**

The Development Permit Panel considered the following item at its meetings held on November 16, 2023.

<u>DP 18-824566 – SNC LAVALIN INC. – 12700 AND 12800 Rice Mill Road AND 12280 AND 12300 No. 5 ROAD</u> (November 16, 2023)

The Panel considered a Development Permit (DP) application to permit the works related to the redevelopment of the existing BC Ferries Fleet Maintenance Unit and future subdivision on a site that is designated as an Environmentally Sensitive Area at 12700 and 12800 Rice Mill Road and 12280 and 12300 No. 5 Road.

Baljinder Mahal, of BC Ferry Services Inc., the applicant Ryan Stinson, of AtkinsRealis (formerly SNC Lavalin, Inc.) and landscape architect, Meredith Mitchell, of M2 Landscape Architecture, provided a brief visual presentation highlighting:

- The project includes replacement of infrastructure and facilities that have been in place since the early 1960s.
- There is a reduction in the scope of redevelopment works in the current development permit application from the previous rezoning application proposal in 2019 due to the pandemic and cost increases.
- The revised project scope includes, among others, the construction of a new machine shop building and renovations and modifications of existing buildings to meet future needs.
- A key component of the project is dike infrastructure works.
- Due to the revised project scope, there is a reduction in the overall footprint of new development and land modification, resulting in reduced amount of ESA impacts and increased ESA compensation/enhancement ratio.
- The proposed realignment of the sanitary force main will reduce impacts to the ESA.
- Three trees will be planted along the RMA to compensate for the removal of a tree to allow for the proposed installation of the water main meter chamber.
- 197 replacement trees are required to be planted for the 94 trees that will be impacted by the proposed development.
- 173 replacement trees are proposed to be planted within the proposed ESA compensation areas and the 24 remaining trees will be provided through a cash-in-lieu contribution
- Planting for ESA compensation consists of native plant materials.
- The existing condition of the site was considered in the choice of tree species and location of trees proposed to be planted on the site.
- Tree species selection for ESA compensation planting was vetted by the Qualified Environmental Professional (QEP).

Discussion ensued regarding proposed measures by the applicant to protect the proposed plantings near the CN Rail corridor from pesticide spraying by CN Rail and as a result of the discussion, the applicant was advised to include in their ESA compensation monitoring and maintenance report the occurrences of spraying by CN Rail in the ESA compensation area and if there are impacts to the new plantings for ESA compensation and enhancement.

In reply to a query from the Panel regarding the exterior cladding materials for the proposed machine shop building, the applicant noted that metal cladding will be used.

Staff noted that (i) the proposed ESA compensation and enhancement scheme for the project includes invasive species removal for all designated ESAs in the subject site, (ii) a legal agreement will be secured for a five-year monitoring and maintenance report for the ESA compensation and enhancement works associated with the proposed development, and (iii) the proposed ESA compensation and enhancement scheme represents a net gain in ecological habitat function throughout the site.

John Klomp, (12200 No. 5 Road) delegated to the panel and expressed concern regarding the potential impacts of the proposed development on their property and queried about the location of the entrance to the subject site, the location of the ESAs on the subject site, the timeline for the construction of the proposed development, and the hours of operation of the proposed facility. Penilla Klomp, (12200 No. 5 Road) sought clarification regarding the extent of the proposed development and the existing buildings that will be demolished.

In reply to the concern and queries raised by the delegates, staff noted that (i) the entrance to the subject site will remain off Rice Mill Road and the existing access road will be maintained as part of the redeveloped Fleet Maintenance Unit in the future, (ii) there is no proposed access from No. 5 Road to the subject site, (iii) there are numerous environmental designations on the subject site and the ESAs located on the foreshore and the vegetated areas between Rice Mill Road and north of the CN Rail Right-of-Way are part of the ESA areas to be enhanced as part of the project.

In reply to the query regarding the hours of operation of the proposed facility, the applicant noted that majority of the work on-site will be on day shift and there is no night shift work being envisioned.

Discussion ensued whether the 24 replacement trees that will be provided through cash-in-lieu contribution could be planted on-site and as a result of the discussion, staff was directed to work with the applicant to install the 24 replacement trees on-site, either within or outside the ESA areas, prior to the application moving forward for Council consideration. In response to the direction provided by the Panel, the applicant has amended the ESA compensation plans to include an additional 24 replacement trees to be planted on-site. These replacement trees are located within the foreshore area ESA on the subject site. All required replacement trees will therefore be provided on site.

The Panel recommends the Permit be issued.



# **Report to Council**

To: Richmond City Council Date: June 21, 2024

From: John Irving File: DP 21-932383

Acting Chair, Development Permit Panel

Re: Development Permit Panel Meeting Held on May 10, 2023

# **Staff Recommendation**

That the recommendation of the Panel to authorize the issuance of Development Permit (DP 21-932383) for the properties at 8951, 8971 Spires Road and 8991 Spires Gate, be endorsed and the Permit so issued.

John Irving

Acting Chair, Development Permit Panel

(604-276-4140)

# **Panel Report**

The Development Permit Panel considered the following item at its meeting held on May 10, 2023.

<u>DP 21-932383 – FLAT ARCHITECTURE INC. – 8951, 8971 SPIRES ROAD AND 8991 SPIRES GATE</u> (May 10, 2023)

The Panel considered a Development Permit (DP) application to permit the construction of 22 townhouse units and two secondary suites at 8951, 8971 Spires Road and 8991 Spires Gate and the surplus portion of Spires Road on a site zoned "Parking Structure Townhouses (RTP4)" zone. Variances are included in the proposal to reduce the minimum lot width from 40 m to 33.5 m and to reduce the minimum lot area from 2,400 m<sup>2</sup> to 2,000 m<sup>2</sup>.

The applicant and architect, Rajinder Warraich, of Flat Architecture Inc., and the landscape architect, Ruchir Dhall, of Architecture Panel Inc., provided a brief visual presentation highlighting:

- 22 residential units and two secondary suites are proposed in three townhouse blocks.
- The proposal includes two Basic Universal Housing Units (BUH) units.
- A future lane will be provided along the west property line of the subject site and a pedestrian walkway is proposed along the site's south property line.
- The Tudor-style architecture of the townhouse buildings is consistent with the recently completed townhouse development to the south.
- The entrance to the parking podium and the main pedestrian entrance to the building are located along Spires Road.
- The central courtyard on the podium level is surrounded by the three townhouse blocks.
- Stairs are proposed on Spires Gate and Spires Road frontages to provide pedestrian access to the podium.
- Two common outdoor amenity areas are provided on the podium level.
- Private outdoor spaces will be provided for townhouse units at grade and on the podium level
- Lighting will be provided along the future lane along the west property line and along the pedestrian walkway to the south of the subject site.
- Landscape design for ground-oriented units in the proposed development matches the landscaping of the recently completed neighbouring townhouse development.
- Landscaping in the form of shrubs and low hedges provides visual separation between semi-private and common outdoor amenity spaces.
- A row of hedge provides separation between the picnic area and community gardens on the podium level outdoor amenity area.
- Flowering plants and ornamental shrubs will be installed at the site's pedestrian entrance near the intersection of Spires Gate and Spires Road.

Staff noted that (i) there are two technical variances proposed for the project relating to the site area and site geometry which were noted at the time of rezoning, (ii) there is a Servicing Agreement associated with the project which include, among others, frontage improvements and utility works along Spires Gate and Spires Road, (iii) two Basic Universal Housing (BUH) units are included in the project, and (iv) the project has been designed to achieve Step Code Level 3 of the BC Energy Step Code.

In reply to a query from the Panel regarding potential security concerns on the future lane along the west property line, Mr. Warraich noted that (i) there are no grade changes from the future lane to the subject site and adjacent developments, and (ii) proposed measures to address potential security and safety concerns include locating the children's play area overlooking the future lane, installing larger windows on the side of residential units adjacent to the future lane, installing lighting along the lane, and temporarily treating the future lane as a private space including installing a fence and gate until the lane will be fully developed in the future.

In reply to a query from the Panel regarding access from the parkade to the residential units, Mr. Warraich noted that (i) there is no direct access from the parkade to the residential units except for the two secondary suites, and (ii) an exit stair is provided in the parkade to provide access to residential units on the podium level.

In reply to a query from the Panel regarding how the project would achieve Step Code Level 3 of the BC Energy Step Code, Mr. Warraich stated that the project will be using a high efficiency condenser system in addition to other proposed sustainability measures.

Mr. Warraich confirmed that some of the residential parking spaces will be in tandem arrangement. In reply to a further query from the Panel, Mr. Craig confirmed that there is a restrictive covenant to prohibit the conversion of the tandem garage area into habitable or storage space and to ensure that both parking spaces are assigned to the same dwelling unit.

Jose Gonzalez, 8935 Cook Crescent, submitted correspondence expressing concerns regarding construction impacts to the neighbourhood including pedestrian safety, vehicle safety, overall access to the neighbourhood, and continuity of frontage treatments, landscaping and sidewalks.

In reply to Ms. Gonzalez's concerns, Staff noted that (i) should the project proceed, it would be required to provide a Construction Parking and Management Plan as a condition of Building Permit issuance, (ii) the plan will be reviewed and approved by the Transportation Department, (iii) the City is aware of construction related concerns in the area and is carefully monitoring the situation, (iv) residents could contact the City's Bylaw Department should they have any construction related concern in the area, (v) overall access to the neighbourhood would be addressed by the Construction Parking and Management Plan, (vi) the proposed development will be providing sidewalks along their frontages, (vii) the sidewalk along the Spires Road frontage of the proposed development will be connected to the recently installed sidewalk along the adjacent townhouse development to the south.

The Panel expressed support for the project, noting that its design has addressed potential security and safety concerns.

The Panel expressed support for the project.



# **Report to Council**

To: Richmond City Council Date: June 26, 2024

From: Cecilia Achiam File: DP 21-934415

Chair, Development Permit Panel DP 23-029453

Re: Development Permit Panel Meeting Held on June 28, 2023 & April 24, 2024

# **Staff Recommendation**

1. That the recommendation of the Panel to authorize the issuance of:

- a) a Development Permit (DP 21-934415) for the property at 9200, 9220, 9240, 9260, 9280, 9300, 9320, 9340 Francis Road; and
- b) a Development Permit (DP 23-029453) for the property at 10611 and 10751 River Drive; be endorsed and the Permits so issued.

Cecilia Achiam

Chair, Development Permit Panel

(604-276-4122)

# **Panel Report**

The Development Permit Panel considered the following items at its meetings held on June 28, 2023 & April 24, 2024.

<u>DP 21-934415 – ZHAO XD ARCHITECT LTD. – 9200, 9220, 9240, 9260, 9280, 9300, 9320, 9340 FRANCIS ROAD</u> (June 28, 2023)

The Panel considered a Development Permit (DP) application to permit the construction of 25 townhouse units at 9200, 9220, 9240, 9260, 9280, 9300, 9320, 9340 Francis Road on a site zoned "Town Housing (ZT94) – Francis Road (Broadmoor)".

The applicant's architect, Xuedong Zhao, of Zhao XD Architect Ltd., and the applicant's landscape architect, Phoenix Chan, of van der Zalm + Associates, provided a brief visual presentation on the project, noting the following:

- The proposal includes 25 townhouse units in three three-storey buildings at the front and six two-storey buildings at the rear.
- The height of the three-storey buildings are stepped down to two storeys along the east property line and one storey along the west property line.
- Three convertible units are provided.
- Each townhouse unit will have two vehicle parking spaces in a side-by-side arrangement in a garage.
- Five visitor parking spaces, including one accessible parking space, will be provided.
- Proposed sustainability features include, among others, the provision of a high-efficiency air source heat pump system.
- Landscaped outdoor private spaces are provided for all units.
- The proposed common outdoor amenity area includes a significant children's play area with a play structure and play house within.
- The proposed planting is bird and pollinator-friendly and easy to maintain.
- Permeable paving treatment is proposed for majority of the internal drive aisle and for all on-site visitor parking spaces to enhance stormwater management in the subject site.

Staff noted that (i) the Servicing Agreement associated with the project includes, among others, frontage works along the arterial road, City utility upgrades and site services, (ii) the utility upgrade along the rear property line will utilize special techniques to save the trees along the rear property line, (iii) the driveway will be secured by a Statutory-Right-of-Way to provide future access to adjacent sites should they redevelop in the future, (iv) a total of nine on-site trees will be retained and protected, (v) the project has been designed to achieve BC Energy Step Code 2, (vi) low carbon heat pumps will be installed for heating and cooling of residential units, and (vii) the proposed development includes three convertible units.

In reply to a query from the Panel, the applicant advised that the proposed lighting plan for the project takes into consideration the safety and security of residents of the proposed development, avoids light pollution for neighbouring developments and uses low energy lighting.

Marsha Wenger (9360 Francis Road) delegated to the panel expressing concern that (i) the existing houses on the subject site are not well-maintained and unsightly, and (ii) visitors to the proposed development would park in front of their property across the street. In addition, Ms. Wenger noted that the project was initiated in 2017 and queried about the construction start date and provision for on-site visitor parking.

In reply to Ms. Wenger's query regarding construction start date, Mr. Zhao advised that subject to the City's building permit approval, project construction could start in two to three months. The Chair then advised Mr. Zhao to reach out to Ms. Wenger and other owners of neighbouring properties to hear them and exert best efforts to address their concerns regarding the proposed development.

In reply to Ms. Wenger's concern about on-street parking, staff advised that (i) there are two side-by-side parking stalls provided for each townhouse unit, (ii) five on-site visitor parking stalls are provided and located throughout the subject site, and (iii) the number of proposed resident and visitor parking stalls in the proposed development complies with the City's Zoning Bylaw.

The Panel expressed support for the project and the Chair reiterated the Panel's advice to the applicant to reach out to the owners of neighbouring properties to hear and exert best efforts to address their construction and property concerns prior to the subject application moving forward for Council consideration. The Chair also noted that prior to Building Permit issuance, the applicant will need to submit a Construction Traffic and Parking Management Plan.

Following Development Permit Panel endorsement of the project, the applicant has contacted the owners of neighbouring properties to address their concerns. The applicant has indicated that they have not received any responses or objections.

The Panel recommends the Permit be issued.

# <u>DP 23-029453 – FOUGERE ARCHITECTURE INC. – 10611 AND 10751 RIVER DRIVE</u> (April 24, 2024)

The Panel considered a Development Permit (DP) application to permit the construction of a mid-rise residential development comprising 181 residential units, including 18 low-end-of-market-rental (LEMR) units and 13 market rental units at 10611 and 10751 River Drive on a site zoned "Low to Mid Rise Apartment (ZLR46) - Bridgeport".

The applicant and architect, Wayne Fougere, of Fougere Architecture Inc., and the applicant's landscape architect, Yiwen Ruan, of PMG Landscape Architects, provided a brief visual presentation on the project, noting the following:

- The proposed development completes the multi-phase development on the north side of River Drive between No. 4 Road and Shell Road.
- The lower two-storey amenity building and four-storey apartment building are located along River Drive and the higher two six-storey apartment buildings are sited at the rear, fronting the dike and the river consistent with the site's Low to Mid Rise Apartment (ZLR46) Bridgeport zone.
- A total of 181 dwelling units are proposed including 150 market strata units, 13 market rental units and 18 Low-End-of-Market (LEMR) units.
- The project provides 91 Basic Universal Housing (BUH) units, including 16 for LEMR units, 10 for market rental units, and 65 for market strata units.
- Street-facing apartment buildings have lower living areas to provide better connection to the street.
- The central pedestrian entry to the proposed development is located on River Drive and provides pedestrian connection from River Drive to the dike through the central courtyard.
- A wheelchair accessible widened public walkway is located along the west property line and provides pedestrian connection from River Drive to the dike walkway.
- The public multi-use path along Shell Road on the east side of the subject site is wheelchair accessible; however, the access from the pathway's northern terminus to the dike is not wheelchair accessible due to its steep slope.
- Public art is proposed at the corner of River Drive and Shell Road.
- The contemporary architectural style of the buildings in the proposed development is consistent with the buildings in earlier phases of the neighbourhood's development.
- The central outdoor private amenity courtyard on the podium level is enclosed by the four buildings and can be accessed from the street, the public walkways and the dike.
- The proposed outdoor amenity area on the podium level central courtyard provides a variety of uses for adults and children, including among others, as gathering spaces and play areas.
- Indoor amenity spaces are provided in the two-storey indoor amenity building and smaller multi-purpose rooms in the larger northeast and northwest apartment buildings.
- The proposed landscape design is intended to provide pedestrian connectivity and interaction.
- Semi-private spaces along the edges of the site are separated from public spaces through grade change and landscaping, including installation of tiered planters.

- Accessible pedestrian pathways are provided along the west and east edges of the site and through the courtyard at the centre of the site.
- Proposed on-site planting includes drought tolerant and pollinator friendly species.
- A high-efficiency on-site irrigation system will be provided for all planted areas.

Staff noted that (i) the rental units in the rental building fronting River Drive will be secured through housing agreements and the developer has entered into a memorandum of understanding with a non-profit organization for the management of the rental units, (ii) the Servicing Agreement associated with the project includes frontage works on River Drive and Shell Road and site services, among others, (iii) there will be a separate Servicing Agreement for the construction of the dike and dike pathways, (iv) there is an extensive Transportation Demand Management (TDM) package associated with the project which includes, among others, the provision of transit passes to 15 percent of the residents of market strata units, an increase of onsite bicycle storage facility, and the provision of a bicycle maintenance facility, and (v) more than 70 percent of the total number of units provided in the project are family-friendly units, i.e., two-to three-bedroom units.

In reply to queries from the Panel, staff advised that (i) aging-in-place features incorporated in all of the proposed units include the provision of stairwell handrails, lever-type handles for plumbing fixtures and door handles, and solid blocking in washroom walls to facilitate future grab bar installation beside toilets, bathtubs and showers, (ii) there are no fully accessible units provided in the project; however, the project provides 91 Basic Universal Housing (BUH) units which includes 16 out of 18 LEMR units, 10 out of 13 market rental and 65 out of 150 market strata units, (iii) the dike connection from the Shell Road terminus to the dike is intended for maintenance vehicles and public access for pedestrians; however, it is not suitable for people in wheelchairs due to its steep grade, (iv) the public walkway along the west edge of the site from River Drive to the dike walkway is wheelchair accessible, and (v) it is not feasible for the proposed development to connect to the privately-owned geo utility located in the earlier phase of the overall development.

In reply to queries from the Panel, the applicant team advised that (i) the proposed public art for the project has been presented to the City's Public Art Advisory Committee, (ii) a local artist will be commissioned for the proposed public art, and (iii) the project has been designed to achieve Step Code 3 of the BC Energy Step Code with a privately owned low-carbon energy system.

Sandra Lindahl (10766 River Drive) delegated to the panel requesting information on (i) actions taken by the developer to put in place pest control to address rodent infestation as a result of building demolition as noted at the June 19, 2023 Public Hearing for the rezoning of the subject site, (ii) the exact number of residential units provided in the proposed development, (iii) how the City will ensure that the proposed number of rental housing units are actually built and used for their intended purpose, (iv) who should the neighbours contact if they are not satisfied with the measures taken by the developer to ensure roads are kept free from dust, nails and other construction debris, (v) whether the strata or the renters of LEMR units will shoulder the cost for the installation of grab bars and the conversion of the BUH units into accessible units, and (vi) the location of vehicle access to the underground parkade on River Drive. Additionally, Ms. Lindahl expressed disagreement with the Traffic Impact Assessment prepared by a qualified

professional referenced in the staff report indicating that the existing road network can accommodate the additional traffic generated by the proposed development, as she noted that residents in the area are currently experiencing traffic concerns on River Drive.

In reply to Ms. Lindahl's queries, the applicant team advised that (i) a pest control company has been commissioned by the developer to undertake pest control and will soon commence their work, (ii) the project will provide a total of 181 units, including 150 market strata units, 13 market rental units and 18 LEMR units, (iii) the developer can be contacted for construction related concerns and will regularly monitor construction and dialogue with neighbours, (iv) the rental company/operator will shoulder the costs for the installation of grab bars in the market rental and LEMR units, and (v) vehicle access to the underground parkade is located at the southwest corner of the subject site.

In reply to the query regarding how the City will ensure that the proposed number of market rental and LEMR units will be constructed and used for their intended purpose, staff noted that the City will be registering a housing agreement on title of the property which includes the obligation to provide statutory declarations to the City on a periodic basis to ensure that those units are rented and LEMR units are rented by qualified tenants under the City's Affordable Housing Strategy guidelines.

In reply to Ms. Lindahl's concern regarding the Traffic Impact Assessment at rezoning, staff noted that an independent third party assessment was provided during the rezoning phase and it was reviewed and approved by the City's Transportation Department.

An unnamed resident (2401 Shell Road) delegated to the panel requesting information on (i) the number of parking stalls provided in the project, (ii) measures to mitigate construction debris including dust and dirt in the subject site impacting neighbouring residential properties, and (iii) the timeline for project construction.

In reply to the query regarding the number of parking stalls proposed for the project, the applicant team noted that 274 parking stalls will be provided for 181 residential units. In addition, staff stated that the proposed number of parking stalls to be provided is consistent with the City's Zoning Bylaw requirement.

In reply to queries regarding measures to mitigate the impact of dust and dirt during construction and project construction timeline, the applicant team advised that (i) appropriate equipment will be used as needed to clear dust, dirt and other construction debris that are above normal levels, and (ii) the developer intends to commence project construction in the later part of this year subject to the timing of required City approvals.

In reply to a further query, the applicant clarified that the developer will endeavor to keep the roads clean during construction. In addition, the Chair advised that the City's Bylaws Department contact information will be posted on the subject site so neighbouring residents can contact the City for construction-related concerns.

The Panel recommends the Permit be issued.

# Improving Pedestrain Safety In Richmond Using Vision Zero Strategies

Richmond Poverty Reduction Coalition 2024 Update







# Acknowledgments

The Richmond Advocacy & Support Committee (RASC) is an ongoing project of the Richmond Poverty Reduction Coalition. The RASC is a network of low-income Richmond residents who came together in 2017 to learn self-advocacy and leadership skills through studying issues around poverty, and then speaking out about issues that are important to them. The RASC motto is "Our Voices Matter."

This RPRC project, "Improving Pedestrian Safety in Richmond through Vision Zero Strategies," has engaged network members directly in hands-on learning around researching, planning, organizing, and delivering a pedestrian safety survey and interview process with target populations.

From September 2023 to June 2024, the project team conducted their second year of research on pedestrian safety while sharing progress with the community. They learned and practiced community outreach, public speaking, data analysis, media relations, and civic engagement, under the facilitation of project coordinator, Athena Estremadura. Team members received a certificate of completion for 50 hours of volunteering as project assistants. They also each received a modest honorarium for the time and experience that they have put into the project.

Thanks to RASC members for seeing this project to completion! They are Lucienne Winder, Adora Patano, Doris Yu, Darren Hayashi, Bellia Uy, and Gethro Yu.

Thanks to project coordinator and lead researcher Athena Estremadura for writing this final report, for leading the RASC through both phases of "Improving Pedestrian Safety in Richmond through Vision Zero Strategies" and for supporting the team in learning and practicing job-transferrable skills that are necessary for the 21st century.

Thanks to our executive assistant, Laina Deer-Ferris, for mentoring the team, keeping our project records, data, and observations, and co-authoring components of this report.

Thank you to Fan (Frank) Yang for providing translation services.

Finally, thank you to our project funders, Literacy Richmond, Richmond Community Foundation, ICBC, and the City of Richmond for their generous support.



In Memory of Michael Hoffman (2023).

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# **Executive Summary**

The 2<sup>nd</sup> phase of the RASC's *Inquiry into Improving Pedestrian Safety in Richmond through Vision Zero Strategies* compares current community demographics and opinions to those of last year's data collection project and reports on themes that have developed and emerged. This project considers all those who do not drive as their primary mode of transportation to be pedestrians.

It is still recommended that the city of Richmond publish a future-focused commitment to zero pedestrian deaths in official city plans. Our data also strongly supports current developments in provincial legislation that set a standard for enforcing the pedestrian's right of way.

# The RASC

The Richmond Advocacy and Support Committee (RASC) is an award-nominated volunteer group that meets twice a month. The RASC's training and project objectives are guided by the 2021 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond and are intended to increase participation opportunities for the network of the Richmond Poverty Reduction Coalition, which has over 12 member organizations serving thousands of people.



RASC members: Lucienne Winder, Adora Patano, Doris Yu, Darren Hayashi, Bellia Uy, Gethro Yu, with RPRC staff: Laina Deer-Ferris and Athena Estremadura. Photo c/o Gethro Yu.

# Vision Zero in Richmond

Vision Zero is both a target and an action set by jurisdictions, which strives to remove the possibilities for human error on roads, to minimize the severity of injury that would occur when accidents happen. There is no date or deadline for reaching the target of zero road fatalities. Equitable mobility and safety for all people is the vision.

In its first phase, our project began looking into this vision of eliminating death and serious injury from our roads. We questioned the connection between being a person living in poverty and being a pedestrian, and how the experience of being a pedestrian leaves vulnerable populations more exposed to risk in the transportation system.

As Richmond transportation authorities were identifying and examining accident-prone roads and intersections to address, we observed changes in the design of Richmond's built environment and increased speed limitations on roads that would reduce vehicular kinetic energy, and prevent death and injury for pedestrians in collisions.

We learned that sharing the responsibility for vulnerable road users is characteristic of a public health lens and a safe systems approach.

We would like to continue advocating for the collaboration and consultation of the low-income network, in the proactive prioritization of everyone's safe mobility.

# Project Objectives and Outcomes

Phase 2 of our project sought to engage and consult the RPRC's network to accomplish the following:

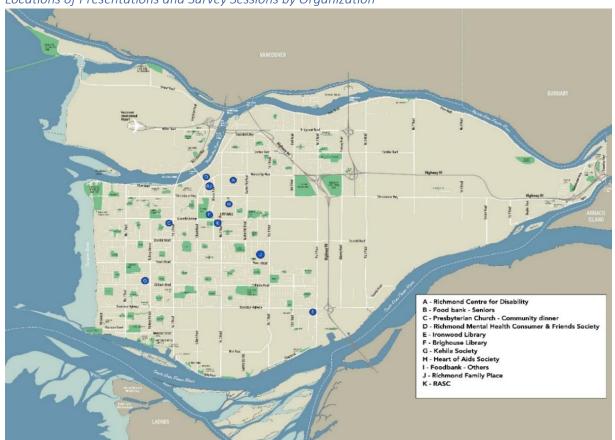
Objectives	Outcomes
Share research progress and increase awareness of a public health approach to transportation safety with the community through our partners	Presented results from last year's project to 7 partner organizations (Richmond Centre for Disability, Richmond Presbyterian Church, Brighouse Library, Richmond Mental Health Consumer & Friends Society, Heart of Aids Society, Richmond Family Place)
Enrich Data Collection with a target of 200 surveys, doubling last year's sample	<ul> <li>Visited 10 community servicing organizations and collected 226 surveys (details on next page)</li> <li>Accessed translation skills (both written and spoken) through the RASC to overcome language barriers in data collection</li> </ul>
Recommend Priorities and Evaluation Frameworks to the City	<ul> <li>RPRC representation participated in Richmond's Traffic Safety Advisory Committee this year</li> </ul>

	This report includes two fact-based
	recommendations for the City of Richmond
Provide skills development and work	Awarded 6 RASC members (including 5 new
experience for RASC members	volunteers) with certificates and honoraria
	acknowledging 50 hours of service and
	training

Number of Survey Participants by Organization

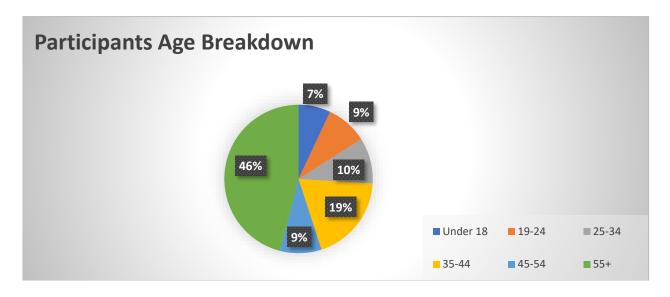
A) Richmond Centre for Disabilit	v	12
B) Foodbank – Seniors	3	33
C) Presbyterian Church - Commu	unitv dinner	38
D) Richmond Mental Health Con	sumer & Friends Societv	8
E) Ironwood Librarv		25
F) Brighouse Library		38
G) Kehila Societv	-	15
H) Heart of Aids Society		3
I) Foodbank - Others	4	41
J) Richmond Family Place		3
K) RASC		10
Total	2	26

Locations of Presentations and Survey Sessions by Organization



# 2024 Pedestrian Safety Community Survey Results

## **Statistics**

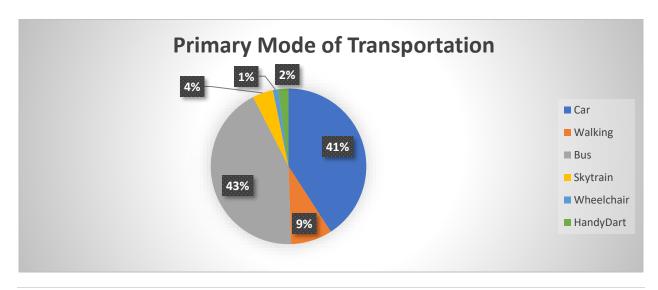


# Do you have physical or mobility barriers?

➤ 20% of the people we surveyed self-reported having physical barriers. This statistic remained unchanged from last year's results.

# Do you push a stroller or walk with a child while commuting at least once a week?

➤ 20% said they travel with a child/children at least once a week. This statistic also matches last year's results.

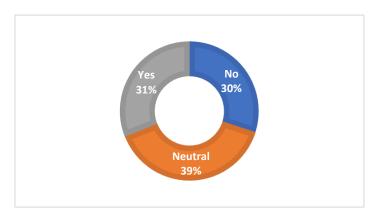


- > 50% of people said they used cars to travel at least once a week, not specifying whether as the driver or passenger.
- ▶ 41% said traveling by car was their primary mode of transportation, not specifying whether as the driver or passenger.
- > 57% of the people we surveyed fit our definition of pedestrian because they do not use a private vehicle for their primary travel needs.

# Are you confident that sharing the roads in Richmond as a pedestrian is a safe experience?

➤ 64% said they felt safe as pedestrians, while the remaining 36% said no.

# On a scale of 1-5, in your opinion, do the drivers in Richmond have respect and regard for pedestrians?



- > 30% answered with a 1 or a 2.
- > 39% ranked our drivers with 3.
- > 31% responded with 4 or 5.

# Do the cars on the road ever make you feel rushed or unsafe?

➤ 60% said yes, they feel rushed or unsafe, which is the same as last year.

# Have you ever been hit by a car in Richmond?

> 17% of people we surveyed said yes, they had been hit by a car in Richmond.

### Have you ever fallen while crossing the street?

➤ 15% said yes, they had fallen.

### Have you ever been in a road incident in Richmond that you didn't report?

> 8% said yes, they were hit, but didn't report.

# Do any intersections in Richmond not give you enough time to cross?

➤ 38% said yes, intersections do not give them enough time to cross. This has decreased from last year's 68% yes to this question.

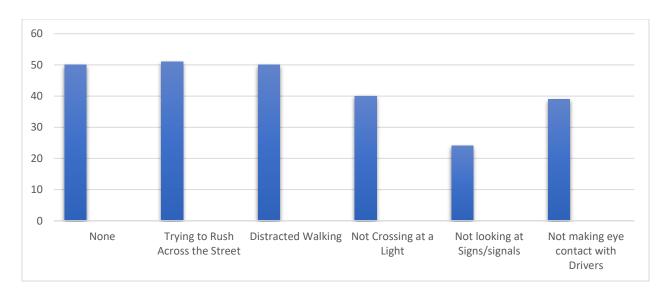
# Have you ever been ticketed or warned for jaywalking?

➤ 13% said yes, they had been warned or ticketed for jaywalking.

# What do you do when you get to an intersection and the 'stop' hand signal has started flashing?

- ➤ Last year, 61% of people said they stopped and waited, and 24% said they sped up to cross the intersection, while the remaining 15% walked across at normal speed.
- This year, 62% said they stop and wait, 34% said they speed up to cross, and 4% walk at a normal pace when they arrive at an intersection where the signal to walk has changed.

### What bad habits have you developed as a pedestrian?



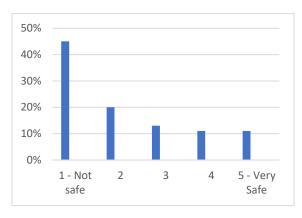
While 50 people responded with none, Trying to rush across the road and distracted walking were self-identified just as many times as bad habits developed by pedestrians. Not crossing at designated crosswalks and Not making eye contact with drivers at intersections were the next most identified bad habits that survey participants self-reported, and Not looking at signs/signals was the least common bad habit.

# What things do you do to feel safer while commuting?

Avoiding commuting after dark, followed by avoiding rush hour were checked the most, with about 50% of people checking them as things they do to feel safer. Wearing reflectors was selected half as often as these choices.

# How safe do you feel looking at or using technology (phone or headphones) while crossing the street knowing that you have the right of way in a designated crosswalk?

- ➤ 45% of people said 1/5, they do not feel safe doing this.
- 20% of people said 2/5, they feel somewhat unsafe.
- ➤ 13% of people said 3/5, they felt neutral on the topic.
- ➤ 11% said 4/5, they felt somewhat safe.
- ➤ 11% said 5/5, they felt very safe using technology in designated intersections.

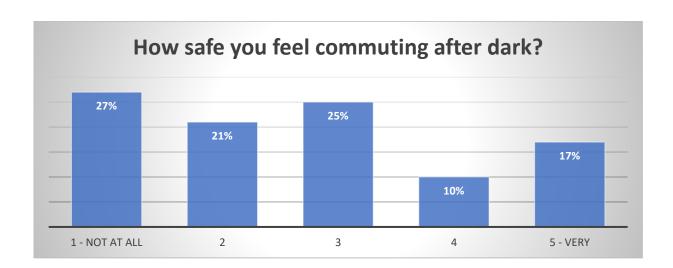


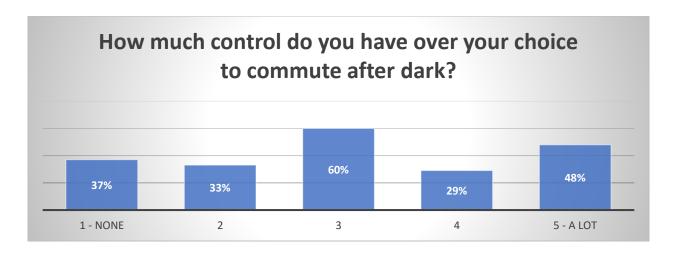
# Have you ever got stuck walking down a long block trying to get to the other side of a road that didn't have a crosswalk?

35% said yes, they got stuck walking down a long block searching for a crosswalk.

# Do you have to walk multiple blocks between bus connections when you commute?

➤ 43% said yes, they must walk blocks between bus connections.





Question for Drivers only: Have you ever been warned by authorities for turning into an intersection while pedestrians had the right of way?

➤ 11 people said they had been warned for not yielding to pedestrians.

### **Critical Themes**

Shared Responsibility



Balancing the roles and obligations of both drivers and pedestrians proved to be a nuanced task as we examined the results from our surveys and interviews. Ensuring both safety and efficient traffic flow received a lot of passionate discussion. As the road is a shared space, everyone benefits from understanding each other's perspectives and adhering to social norms regarding the onus of care.

Vision zero strategies recognize that pedestrians lack physical protection and the potential harm to human bodies holds drivers at a great responsibility to share in the vigilance for pedestrian safety. Very many of our survey participants agreed that they trust the government to control the way we travel on the built environment.

The recommendations in this report recognize this truth and describe actions that the City of Richmond can employ to support accountability and safe accessibility for all road users.

### Globalization of Road-Using Habits

As Richmond's community is one of the most culturally diverse in Canada<sup>1</sup>, discourse in our community consultations surfaced regarding the different standards that different countries have in road-using norms and habits (including yielding, the use of signals, and pedestrian right-of-way), and discussion of how variations in these standards and norms can lead to confusion or conflict.

In last year's phase 1 research report, communication barriers were cited as contributing to difficulty navigating traffic signs and signals for both drivers and pedestrians, making it riskier for those traveling without a vehicle.

There are many reasons why attempts to educate or apply regulations uniformly across a culturally diverse community may present distinct challenges and higher rates of violations. Perceptions of fairness and adherence to norms can vary, affecting the community's trust in each other or enforcement, as well as compliance with rules.

By involving community leaders to represent and engage in road safety initiatives, Richmond can enhance understanding and compliance with mutual respect and cooperation. As per the first phase of our inquiry, collaboration with the community and key stakeholders is a strength that the RPRC demonstrates and contributes to the city's approach to road safety. Both BC's<sup>2</sup> and Canada's<sup>3</sup> road safety strategies emphasize that a collaborative framework is needed to decide how a community identifies solutions to these needs.

# Recommendations

# 1 - SET A TARGET IN RICHMOND'S OFFICIAL CITY PLAN THAT ENVISIONS ZERO PEDESTRIAN DEATHS IN THE FUTURE

Our first recommendation is a straightforward acknowledgment that we can prioritize pedestrian safety, in the form of a published target, in official Richmond plans. Prioritizing those with no control over whether they are pedestrians or not, in road safety measures, is a statement to residents that it is unethical for the majority to allow individual failures to lead to death or serious injury.

<sup>&</sup>lt;sup>1</sup> City of Richmond. (2019). 2019-2029 Cultural Harmony Plan.

https://www.richmond.ca/\_\_shared/assets/culturalharmonyplan2022-2023update72395.PDF

<sup>&</sup>lt;sup>2</sup> Province of British Columbia. (2016). *BC Road Safety Strategy: A Collaborative Framework for Road Safety*. https://www2.gov.bc.ca/assets/gov/driving-and-

transportation/driving/roadsafetybc/strategy/bcrss\_2025\_final.pdf

<sup>&</sup>lt;sup>3</sup> Canadian Council of Motor Transportation Administrators. (2016). Towards Zero: The Safest Roads in the World. https://www.roadsafetystrategy.ca/web/road-safety-strategy/files/public/docs/RSS-2025-Report-January-2016-with%20cover.pdf

The city of Richmond's focus on influencing road-user behaviour through environment design and policies is one component of effective, early Vision Zero adoption. However, this published commitment to the people is missing from any of Richmond's city plans.

This show of faith would be an accomplishment for the city because it reciprocates the trust that residents have in transportation authorities to protect their right to safe and equitable mobility.

Examples of such road safety targets in other Metro Vancouver transportation plans are cited below.



New Westminster<sup>4</sup>, Delta<sup>5</sup>, and Surrey<sup>6</sup> have similar sentiments in their plans and Coquitlam's<sup>7</sup> is officially expected to be approved later this year.

# 2 - MODEL AFTER (OR EXPAND) THE DISTRACTED DRIVER'S PROGRAM TO ENFORCE THE PEDESTRIAN'S RIGHT OF WAY

Our examination of road safety from the pedestrian's perspective found, for the second time, that the top disparity in awareness of road safety practices is that of how close cars should get to pedestrians when passing them.

In response to the many frightening experiences that pedestrians reported last year, we suggested that the city enforce the pedestrian's right of way in intersections as per the Motor Vehicle Act.

<sup>&</sup>lt;sup>4</sup> New Westminster. (2024). Safe Movement of People.

https://www.newwestcity.ca/city\_hall/mayor\_and\_council/strategic-plan/articles/8120.php?status=active

<sup>&</sup>lt;sup>5</sup> Delta. (2024.) *Neighbourhood Traffic Management and Crosswalks*. https://letstalk.delta.ca/crosswalk-improvements

<sup>&</sup>lt;sup>6</sup> City of Surrey. (2024). *About Vision Zero*. https://www.surrey.ca/services-payments/parking-streets-transportation/vision-zero-surrey/about-vision-zero

<sup>&</sup>lt;sup>7</sup> Parachute. (2023). Coquitlam, BC. https://parachute.ca/en/location/coquitlam-bc/

We are pleased that as of June 3<sup>rd</sup> this year, changes to provincial legislation set "a new minimum distance of one meter that drivers must maintain when passing cyclists and other vulnerable road users and that mobility devices are extensions of the people who are protected by the Motor Vehicle Act"<sup>8</sup>.

After hearing about the successful joint operation that the RCMP led to conduct distracted driving enforcement this March, laying over 100 charges in one month, we would like to see the issue of drivers passing pedestrians too closely addressed with a similar initiative, if even on a much smaller scale.

We have proven that the low-income network is predominately pedestrians. We have heard their concerns two years in a row that the rights to space and way are being disregarded in shared road spaces, so enforcing the amendments to the motor vehicle law would enhance safety and cooperation and the level of satisfaction that pedestrians experience in their position of lesser power. These are the distinct needs that our network has confirmed.

# Conclusion

The 2nd phase of the RPRC's RASC project, Inquiry into Improving Pedestrian Safety in Richmond through Vision Zero Strategies promotes collaboration and consultation around the effects of poverty on our transportation system and has shown that there is an opportunity for Richmond to strengthen a commitment to equity, by defining goals and taking action.

By fostering understanding and further collaboration, Richmond communities can strive towards safer and more harmonious road environments for all residents.

<sup>&</sup>lt;sup>8</sup> British Columbia. (2024). *New rules will protect vulnerable road users.* https://news.gov.bc.ca/releases/2024MOTI0046-000476

# Appendix A

From the BC Motor Act9:

### **Green light**

- 127 (1) When a green light alone is exhibited at an intersection by a traffic control signal,
- (a) the driver of a vehicle facing the green light
- (i) may cause the vehicle to proceed straight through the intersection, or to turn left or right, subject to a sign or signal prohibiting a left or right turn, or both, or designating the turning movement permitted,
- (ii) must yield the right of way to pedestrians lawfully in the intersection or in an adjacent crosswalk at the time the green light is exhibited, and
- (iii) must yield the right of way to vehicles lawfully in the intersection at the time the green light became exhibited, and
- (b) a pedestrian facing the green light may proceed across the roadway in a marked or unmarked crosswalk, subject to special pedestrian traffic control signals directing the pedestrian otherwise, and has the right of way for that purpose over all vehicles.
- (2) When a green light alone is exhibited at a place other than an intersection by a traffic control signal,
- (a) the driver of a vehicle
- (i) may cause the vehicle to pass the signal, and
- (ii) must yield the right of way to a pedestrian still in the roadway or on a crosswalk in the vicinity of the signal when the green light is exhibited,
- (b) a pedestrian still in the roadway or on a crosswalk in the vicinity of the signal when the green light is exhibited must proceed as quickly as possible from the roadway, and
- (c) a pedestrian must not enter the roadway in the vicinity of the signal until either
- (i) the traffic control signal facing the vehicular traffic exhibits a red light, or
- (ii) a traffic control signal instructs the pedestrian that the pedestrian may cross the roadway.

## Yellow light

- **128** (1) When a yellow light alone is exhibited at an intersection by a traffic control signal, following the exhibition of a green light,
- (a) the driver of a vehicle approaching the intersection and facing the yellow light must cause it to stop before entering the marked crosswalk on the near side of the intersection, or if there is no marked crosswalk, before entering the intersection, unless the stop cannot be made in safety,
- (b) a pedestrian facing the yellow light must not enter the roadway, and
- (c) a pedestrian proceeding across the roadway and facing the yellow light exhibited after the pedestrian entered the roadway
- (i) must proceed to the sidewalk as quickly as possible, and

<sup>&</sup>lt;sup>9</sup> Motor Vehicle Act, BC 1996, C 318. http://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96318\_05

- (ii) has the right of way for that purpose over all vehicles.
- (2) When a yellow light alone is exhibited at a place other than an intersection by a traffic control signal,
- (a) the driver of a vehicle approaching the signal must cause it to stop before entering the nearest marked crosswalk in the vicinity of the signal, or if there is no marked crosswalk, before reaching the signal, unless the stop cannot be made in safety, and
- (b) a pedestrian must not enter the roadway in the vicinity of the signal until either
- (i) the traffic control signal facing the vehicular traffic exhibits a red light, or
- (ii) a traffic control signal instructs the pedestrian that the pedestrian may cross the roadway.

### **Red light**

- 129 (1) Subject to subsection (2), when a red light alone is exhibited at an intersection by a traffic control signal, the driver of a vehicle approaching the intersection and facing the red light must cause it to stop before entering the marked crosswalk on the near side of the intersection, or if there is no marked crosswalk, before entering the intersection, and subject to the provisions of subsection (3), must not cause the vehicle to proceed until a traffic control signal instructs the driver that the driver is permitted to do so.
- (2) The driver of a bus approaching an intersection and facing a red light and a prescribed white rectangular indicator may cause the bus to proceed through the intersection.
- (3) Despite subsection (1), and except when a right turn permitted by this subsection is prohibited by a sign at an intersection, the driver of a vehicle facing the red light, and which in obedience to it is stopped as closely as practicable to a marked crosswalk on the near side of the intersection, or if there is no marked crosswalk, as closely as practicable to the intersection, may cause the vehicle to make a right turn, but the driver must yield the right of way to all pedestrians and vehicles lawfully proceeding as directed by the signal at the intersection.
- (4) When a red light alone is exhibited at an intersection by a traffic control signal,
- (a) a pedestrian facing the red light must not enter the roadway unless instructed that the pedestrian may do so by a pedestrian traffic control signal,
- (b) except when a left turn permitted by this paragraph is prohibited by a sign at the intersection, the driver of a vehicle facing the red light at the intersection of not more than 2 highways, and which in obedience to it is stopped as closely as practicable to a marked crosswalk on the near side of the intersection, or if there is no marked crosswalk, as closely as practicable to the intersection, may cause the vehicle to make a left turn into a highway on which traffic is restricted to the direction in which the driver causes the vehicle to turn, but the driver must yield the right of way to all pedestrians and vehicles lawfully proceeding as directed by the signal at the intersection, and
- (c) a pedestrian proceeding across the roadway and facing the red light exhibited after the pedestrian entered the roadway
- (i) must proceed to the sidewalk as quickly as possible, and
- (ii) has the right of way for that purpose over all vehicles.
- (5) When a red light is exhibited at a place other than an intersection by a traffic control signal,
- (a) the driver of a vehicle approaching the signal must cause it to stop before entering the nearest marked crosswalk in the vicinity of the signal, or if there is no marked crosswalk, before reaching the signal, and
- (b) a pedestrian may proceed across the roadway.

