



**City Council**

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

**Monday, September 28, 2015  
7:00 p.m.**

Pg. #      ITEM

MINUTES

1. *Motion to adopt the minutes of the Regular Council meeting held on September 14, 2015;* (distributed previously).

AGENDA ADDITIONS & DELETIONS

COMMITTEE OF THE WHOLE

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

3. Delegations from the floor on Agenda items.

**PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 18.**

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
- December 2015 Council and Committee Meeting Schedule
- Richmond’s Ecological Network Management Strategy
- Purchasing Policy Amendments
- Finance Policy Amendments and Officer and General Manager Bylaw Amendments
- Land use applications for first reading (to be further considered at the Public Hearing on October 19, 2015):
  - 8571 No. 4 Road – Rezone from RS1/E to RCH1 (Sumaiyya Hasan – applicant)
  - 8888 Patterson Road and 3340 Sexsmith Road – Zoning Text Amendment to ZHR10 (GBL Architects Inc. – applicant)
  - 11220 Horseshoe Way – Zoning Text Amendment to IB1 (Fuggles & Warlock Craftworks Ltd. – applicant)
- TransLink 2016 Capital Program Cost-Sharing Submissions
- Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9219
- Servicing Agreement with Ecowaste Industries Ltd.
- 2015 Clothes Washer Rebate Program Update

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



Consent  
Agenda  
Item

6. **COMMITTEE MINUTES**

*That the minutes of:*

**CNCL-10**      (1) *the **Community Safety Committee** meeting held on September 15, 2015;*

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- CNCL-16 (2) *the **General Purposes Committee** meeting held on September 21, 2015;*
- CNCL-19 (3) *the **Finance Committee** meeting held on September 21, 2015;*
- CNCL-23 (4) *the **Planning Committee** meeting held on September 22, 2015;*
- CNCL-59 (5) *the **Public Works and Transportation Committee** meeting held on September 23, 2015;*
- be received for information.*



Consent  
Agenda  
Item

7. **DECEMBER 2015 COUNCIL AND COMMITTEE MEETING SCHEDULE**  
(File Ref. No. 01-0100-01) (REDMS No. 4727959)

CNCL-64

**See Page CNCL-64 for full report**

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the Public Hearing scheduled for Monday, December 21, 2015 be re-scheduled to Tuesday, December 15, 2015 at 7:00 p.m. in the Council Chambers at Richmond City Hall;*
- (2) *That the Committee meetings scheduled for the week of December 21, 2015 be re-scheduled, if needed, to the week of December 14, 2015, as shown on Attachment 1 to the staff report dated September 14, 2015 from the Director, City Clerk’s Office; and*
- (3) *That a Special Council meeting be called, as per standard practice, in conjunction with the last Committee meeting(s) before the holiday break, in order to ratify any Committee recommendations that are time-sensitive.*



Consent  
Agenda  
Item

8. **RICHMOND’S ECOLOGICAL NETWORK MANAGEMENT STRATEGY**  
(File Ref. No. 10-6125-11-01) (REDMS No. 4541922 v. 4)

CNCL-67

**See Page CNCL-67 for full report**

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the Ecological Network Management Strategy, as described in the staff report titled “Richmond’s Ecological Network Management Strategy,” dated August 21, 2015, from the Director, Engineering, be adopted; and*

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- (2) *That staff investigate the Vancouver Airport Authority’s runway expansion plans.*



Consent  
Agenda  
Item

9. **PURCHASING POLICY AMENDMENTS**

(File Ref. No. 02-0745-00) (REDMS No. 4595006 v. 5 )

CNCL-142

See Page CNCL-142 for full report

FINANCE COMMITTEE RECOMMENDATION

*That:*

- (1) *Policy 3105 (Purchasing Policy – Construction Management Projects), be rescinded;*
- (2) *Policy 3103 (Environmental Purchasing Policy) be rescinded;*
- (3) *Policy 3104 (Procurement Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 3 of the staff report titled "Purchasing Policy Amendments," dated July 21, 2015, from the Director, Finance; and*
- (4) *Policy 3709 (Financial Signing Authorities Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 4 of the staff report titled "Purchasing Policy Amendments," dated July 21, 2015, from the Director, Finance.*



Consent  
Agenda  
Item

10. **FINANCE POLICY AMENDMENTS AND OFFICER AND GENERAL MANAGER BYLAW AMENDMENTS**

(File Ref. No. 12-8060-20-009217) (REDMS No. 4710755)

CNCL-173

See Page CNCL-173 for full report

FINANCE COMMITTEE RECOMMENDATION

- (1) *That Council Policy 2003 (Disposal of City Assets) be amended as set out in Attachment 3 of the staff report titled “Finance Policy Amendments,” dated July 28, 2015, from the Director, Finance, and Director, City Clerk’s Office;*



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- (2) *That Council Policy 3001 (Budget Amendments) be amended as set out in Attachment 4 of the staff report titled “Finance Policy Amendments and Officer and General Manager Bylaw Amendments,” dated July 28, 2015, from the Director, Finance, and Director, City Clerk’s Office; and*
- (3) *That Officer and General Manager Bylaw No. 8125, Amendment Bylaw No. 9217 be introduced and given first, second and third readings.*



Consent  
Agenda  
Item

- 11. **APPLICATION BY SUMAIYYA HASAN FOR REZONING AT 8571 NO. 4 ROAD FROM SINGLE DETACHED (RS1/E) TO COACH HOUSES (RCH1)**

(File Ref. No. 12-8060-20-009290; RZ 14-662541) (REDMS No. 4704349)

CNCL-187

See Page CNCL-187 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9290, for the rezoning of 8571 No. 4 Road from “Single Detached (RS1/E)” to “Coach Houses (RCH1),” be introduced and given first reading.*



Consent  
Agenda  
Item

- 12. **APPLICATION BY GBL ARCHITECTS INC. FOR A ZONING TEXT AMENDMENT TO THE “HIGH RISE APARTMENT AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZHR10) – CAPSTAN VILLAGE (CITY CENTRE)” ZONE AT 8888 PATTERSON ROAD AND 3340 SEXSMITH ROAD**

(File Ref. No. 12-8060-20-009269; ZT 15-700276) (REDMS No. 4713132 v. 2)

CNCL-207

See Page CNCL-207 for full report

PLANNING COMMITTEE RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, for a Zoning Text Amendment to the “High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)” zone, a site-specific zone applicable only at 8888 Patterson Road and 3340 Sexsmith Road, to revise the required ceiling heights of the Artist Residential Tenancy Studio units and permit community amenity space for the purpose of constructing four (4) affordable, work-only, art studios.*



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Consent  
Agenda  
Item

13. **APPLICATION BY FUGGLES & WARLOCK CRAFTWORKS LTD. FOR A ZONING TEXT AMENDMENT TO PERMIT A MICROBREWERY WITHIN THE INDUSTRIAL BUSINESS (IB1) ZONE AT 11220 HORSESHOE WAY**

(File Ref. No. 12-8060-20-009295; ZT 15-705936) (REDMS No. 4719530 v. 4)

CNCL-233

See Page CNCL-233 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9295, for a Zoning Text Amendment to create a new “Microbrewery, Winery and Distillery” use and amend the “Industrial Business (IB1)” zone to allow a “Microbrewery, Winery and Distillery” at 11220 Horseshoe Way, be introduced and given first reading; and*
- (2) *That staff be directed to prepare a report and zoning bylaw amendment for future consideration by City Council to include the “Microbrewery, Winery and Distillery” use in specific commercial zoning districts.*



Consent  
Agenda  
Item

14. **TRANSLINK 2016 CAPITAL PROGRAM COST-SHARING SUBMISSIONS**

(File Ref. No. 01-0154-04) (REDMS No. 4618500 v. 2)

CNCL-247

See Page CNCL-247 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the submission of pedestrian, bicycle and transit facility improvement projects for cost-sharing as part of the TransLink 2016 Bicycle Infrastructure Capital Cost Sharing Regional Needs Program and Transit-Related Road Infrastructure Program, as described in the report, titled, “TransLink 2016 Capital Program Cost-Sharing Submissions” dated August 17, 2015 from the Director, Transportation, be endorsed;*
- (2) *That, should the above submissions be successful and the projects receive Council’s approval via the annual capital budget process, the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the funding agreements and the 2016 Capital Plan and the 5-Year Financial Plan (2016-2020) be updated accordingly dependant on the timing of the budget process; and*

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- (3) *That the Chief Administrative Officer and the Director, Transportation be authorized to execute a data licensing agreement with TransLink to obtain the 2011 Trip Diary dataset for Richmond.*



Consent  
Agenda  
Item

15. **DRAINAGE, DYKE AND SANITARY SEWER SYSTEM BYLAW NO. 7551, AMENDMENT BYLAW NO. 9219**  
(File Ref. No. 12-8060-20-009219) (REDMS No. 4505875)

CNCL-253

See Page CNCL-253 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

*That Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9219, be introduced and given first, second and third readings.*



Consent  
Agenda  
Item

16. **SERVICING AGREEMENT WITH ECOWASTE INDUSTRIES LTD.**  
(File Ref. No. 10-6060-01) (REDMS No. 4687425 v. 2)

CNCL-258

See Page CNCL-258 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

*That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to finalize and execute a Servicing Agreement between the City and Ecowaste Industries Ltd., to fill and preload Savage Road between Williams Road to Francis Road and to fill and preload Francis Road from Savage Road to a point 210 m to the east, containing the material terms and conditions set out in the staff report titled "Servicing Agreement with Ecowaste Industries Ltd." dated August 31, 2015 from the Director, Engineering.*



Consent  
Agenda  
Item

17. **2015 CLOTHES WASHER REBATE PROGRAM UPDATE**  
(File Ref. No. 10-6650-02) (REDMS No. 4714455)

CNCL-264

See Page CNCL-264 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

- (1) *That the City extends the current partnership with BC Hydro to the end of this year to offer a combined rebate program, which will provide a rebate of up to \$200, equally cost shared between BC Hydro and the City, for the replacement of an inefficient clothes washer with a new high efficiency one; and*
- (2) *That the Chief Administrative Officer and General Manager, Engineering and Public Works, be authorized to execute an updated agreement with BC Hydro to extend the current program and update the specifications.*



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CONSIDERATION OF MATTERS REMOVED FROM THE  
CONSENT AGENDA

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PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

**CNCL-267**

Housing Agreement (8151 Anderson Road) **Bylaw No. 9229**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.



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CNCL-286 Housing Agreement (9500 Cambie Road) **Bylaw No. 9251**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

CNCL-305 Termination of Housing Agreement (9500 Cambie Road) **Bylaw No. 9286**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

CNCL-306 Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9228**  
(8760 and 8780 Rosemary Avenue, RZ 14-662478)  
Opposed at 1<sup>st</sup> Reading – None.  
Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

DEVELOPMENT PERMIT PANEL

18. RECOMMENDATION

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

CNCL-308 (1) *That the **minutes** of the Development Permit Panel meeting held on*  
CNCL-318 *September 16, 2015, and the **Chair's report** for the Development*  
*Permit Panel meetings held on September 16, 2015 and June 24,*  
*2015, be received for information; and*  
  
(2) *That the recommendations of the Panel to authorize the issuance of:*  
(a) *a Development Permit (DP 15-700390) for the property at 10691*  
*Dennis Crescent; and*  
(b) *a Development Variance Permit (DV 15-694988) for the*  
*property at 2620 No. 6 Road;*  
*be endorsed, and the Permits so issued.*

ADJOURNMENT



## Community Safety Committee

Date: Tuesday, September 15, 2015

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Derek Dang  
Councillor Ken Johnston  
Councillor Alexa Loo  
Councillor Linda McPhail

Also Present: Councillor Carol Day (entered at 4:07 p.m.)

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Community Safety Committee held on July 14, 2015, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

Wednesday, October 14, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

**Community Safety Committee**  
**Tuesday, September 15, 2015**

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**DELEGATION**

1. With the aid of a PowerPoint presentation (copy on file, City Clerk's Office) Dave Guscott, President and CEO, E-Comm, accompanied by Doug Watson, Vice-President of Operations, Michael Webb, Vice-President of Technology Services, and Dave Mitchell, Director, Fire Services, provided an update on E-Comm's 2014/2015 activities, highlighting the service level targets and the next generation radio program goals and schedule.

*Councillor Day entered the meeting (4:07 p.m.)*

In response to queries from Committee, Mr. Watson updated Committee regarding the windstorm event of August 29, 2015 particularly related to (i) the significant increase in call volume, (ii) the challenges encountered, and (iii) the internal review of practices and procedures including communication updates through social media. Mr. Guscott advised that E-Comm currently manages the Police Records Information Management Environment (PRIME) system and as such is the only jurisdiction in Canada that uses a common database and radio system. Also, he advised that the proposed new radio site in Steveston will be affixed to an existing commercial tower and that while additional radio towers could be constructed on existing sites, none are proposed at this time.

**LAW AND COMMUNITY SAFETY DIVISION**

2. **COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT – JUNE 2015**

(File Ref. No.) (REDMS No. 4638993 v. 4)

- COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT – JULY 2015**

(File Ref. No.) (REDMS No. 4691275 v. 4)

In reply to queries from Committee, Ed Warzel, Manager, Community Bylaws, commented that the increase in call volume for June and July was due in part to the water restrictions, which resulted in the issuance of 13 violations and seven written warnings during Stage 2 restrictions and 141 tickets during Stage 3 restrictions. Also, he commented that 20 to 25 abandon and/or vacant residences is a consistent average for transitional properties within the city.

**Community Safety Committee**  
**Tuesday, September 15, 2015**

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It was moved and seconded

- (1) *That the staff report titled "Community Bylaws Monthly Activity Report – June 2015," dated July 13, 2015, from the General Manager, Law and Community Safety, be received for information; and*
- (2) *That the staff report titled "Community Bylaws Monthly Activity Report – July 2015," dated August 21, 2015, from the General Manager, Law & Community Safety, be received for information.*

**CARRIED**

3. **RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – JUNE 2015**

(File Ref. No. 09-5000-01) (REDMS No. 4692400)

**RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – JULY 2015**

(File Ref. No. 09-5000-01) (REDMS No. 4692406)

It was moved and seconded

- (1) *That the staff report titled "Richmond Fire-Rescue Monthly Activity Report – June 2015," dated July 19, 2015 from the Fire Chief, Richmond Fire-Rescue, be received for information; and*
- (2) *That the staff report titled "Richmond Fire-Rescue Monthly Activity Report – July 2015," dated August 13, 2015 from the Fire Chief, Richmond Fire-Rescue, be received for information.*

**CARRIED**

4. **RCMP'S MONTHLY REPORT - JUNE ACTIVITIES**

(File Ref. No. 09-5000-01) (REDMS No. 4638849)

**RCMP'S MONTHLY REPORT - JULY ACTIVITIES**

(File Ref. No. 09-5000-01) (REDMS No. 4668244)

Superintendent Renny Nasset, Officer in Charge (OIC), Richmond RCMP, commented that the increase in thefts and fraud for both months was due to pickpocketing activity in the area; however, an arrest has been made in the case. In addition, he advised that arrests has been made in connection to the gold fraud file; one overseas individual was surrendered to the Canada Border Services Agency and received a life time ban in Canada while two other individuals, not currently in Canada, were charged and received life time bans from entering into Canada.

In response to queries from Committee, Supt. Nasset advised that traffic section and general duty members attended at approximately 19 school sites regarding school zone enforcement which resulted in several warnings and a number of tickets being issued.

3.



**Community Safety Committee**  
**Tuesday, September 15, 2015**

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Discussion ensued on the production of a television profile by Fairchild Television on the Drug Abuse Resistance Program and it was suggested that Richmond RCMP investigate means to engage a broader audience for the proposed television production.

It was moved and seconded

- (1) *That the report titled "RCMP's Monthly Report – June Activities," dated July 7, 2015 from the Officer in Charge, Richmond RCMP, be received for information; and*
- (2) *That the report titled "RCMP's Monthly Report – July Activities," dated August 4, 2015 from the Officer in Charge, Richmond RCMP, be received for information.*

**CARRIED**

5. **RCMP/OIC BRIEFING**

(Verbal Report)

(i) ***RCMP Hosts: A Day at Green Timbers***

Supt. Nessel extended an invitation to all members of Council to tour the Green Timbers 'E' Division Headquarters in Surrey and the Pacific Region Training Centre located in Chilliwack.

(ii) ***Theft and Fraud Update***

Supt. Nessel provided an update on theft and fraud in conjunction with the Richmond RCMP monthly reports.

(iii) ***Strategic Plan Update***

Supt. Nessel advised that the RCMP Richmond Detachment Strategic Plan is currently being updated for 2016-2018.

6. **JOINT BRIEFING – FIRE CHIEF AND RCMP/OIC**

(Verbal Report)

(i) ***Pedestrian Safety***

In reply to a query from Committee, Supt. Nessel commented that the number of injury accidents at pedestrian crosswalks remains static and that the detachment will direct projects to the Minoru Boulevard crosswalks. Committee suggested that the Richmond RCMP's traffic section advise Committee of the vehicular regulations at pedestrian crosswalks.

Deputy Fire Chief Wilkinson advised that this fall Richmond RCMP and RFR will launch their Pedestrian Safety campaign to inform residents and road users of key safety messages when crossing and using the roads.

**Community Safety Committee**  
**Tuesday, September 15, 2015**

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**7. FIRE CHIEF BRIEFING**

(Verbal Report)

**(i) Breast Cancer Month**

Tim Wilkinson, Deputy Fire Chief, Richmond Fire-Rescue (RFR), stated that October is Breast Cancer Awareness Month and in support, RFR is working with the IAFF Local 1286 Union Executive to support the cause.

**(ii) Fire Prevention Week**

Deputy Fire Chief Wilkinson advised that Fire Prevention Week takes place from October 4<sup>th</sup> to the 10<sup>th</sup>. The theme for this year is 'Here the Beep Where You Sleep' – focussing on the importance of fire escape planning and practice. Also, Mr. Wilkinson spoke of various community engagement initiatives that will take place during Fire Prevention Week.

**(iii) CN Rail**

Deputy Fire Chief Wilkinson commented on the continued efforts to work with CN Rail representatives to reduce the fire hazard material stored at the CN Rail site.

**(iv) New Hires**

Deputy Fire Chief Wilkinson advised that ten new recruit candidates began on September 8, 2015; the recruits are currently on a seven week training schedule at No. 7 Fire Hall (Crestwood).

**8. MANAGER'S REPORT**

Deborah Procter, Manager, Emergency Programs, advised that staff have applied for disaster financial assistance for emergency response and recovery costs related to the recent windstorm. Also, Ms. Procter advised on the success of recent Integrated Emergency Management System exercises, with regional CEO's participating as an advisory group, and that further exercises are planned for the coming months.

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (5:06 p.m.).*

**CARRIED**

**Community Safety Committee**  
**Tuesday, September 15, 2015**

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Certified a true and correct copy of the Minutes of the meeting of the Community Safety Committee of the Council of the City of Richmond held on September 15, 2015.

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Councillor Bill McNulty  
Chair

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Heather Howey  
Legislative Services Coordinator



## General Purposes Committee

Date: Monday, September 21, 2015

Place: Anderson Room  
Richmond City Hall

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

Absent: Councillor Carol Day  
Councillor Alexa Loo

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 September 8, 2015, be adopted as circulated.*

**CARRIED**

### FINANCE AND CORPORATE SERVICES DIVISION

- 1. DECEMBER 2015 COUNCIL AND COMMITTEE MEETING SCHEDULE**  
(File Ref. No. 01-0100-01) (REDMS No. 4727959)

It was moved and seconded

*(1) That the Public Hearing scheduled for Monday, December 21, 2015 be re-scheduled to Tuesday, December 15, 2015 at 7:00 p.m. in the Council Chambers at Richmond City Hall;*

1.

**General Purposes Committee**  
**Monday, September 21, 2015**

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- (2) *That the Committee meetings scheduled for the week of December 21, 2015 be re-scheduled, if needed, to the week of December 14, 2015, as shown on Attachment 1 to the staff report dated September 14, 2015 from the Director, City Clerk's Office; and*
- (3) *That a Special Council meeting be called, as per standard practice, in conjunction with the last Committee meeting(s) before the holiday break, in order to ratify any Committee recommendations that are time-sensitive.*

**CARRIED**

## ENGINEERING AND PUBLIC WORKS DIVISION

### 2. **RICHMOND'S ECOLOGICAL NETWORK MANAGEMENT STRATEGY**

(File Ref. No. 10-6125-11-01) (REDMS No. 4541922 v. 4)

Peter Russell, Senior Manager, Sustainability and Direct Energy, accompanied by Lesley Douglas, Manager, Environmental Sustainability, provided background information. In reply to queries from Committee, Ms. Douglas commented on the Bath Slough Revitalization Initiative which was endorsed by Council in April 2014 as a Pilot Project under the Ecological Network that includes working with the Community Centre, residents, and local businesses. She further commented that Bridgeport Industrial Park is located along the slough where staff are planting a pollinator pasture in partnership with Emily Carr University of Art and Design and collaboration with the Bath Slough community. Also, Ms. Douglas advised that the proposed Strategy would be made available on the website and to associated partners.

Jim Wright, 8300 Osgoode Drive, representing the Garden City Conservation Society, spoke in support of the proposed Strategy and to the shared commitment to implement the Strategy. He urged Council to implement the Strategy and to protect existing vegetation and trees throughout Richmond.

Judy Williams, Vice-Chair, Fraser River Coalition, and President, Shore Spawners Alliance of British Columbia, was in support of the proposed Strategy. She queried how the City is working with the Vancouver Airport Authority on potential development and environmental considerations as it relates to the current runway extension project, which could potentially impact the foreshore (Sturgeon Banks) ecological area.

It was moved and seconded

- (1) *That the Ecological Network Management Strategy, as described in the staff report titled "Richmond's Ecological Network Management Strategy," dated August 21, 2015, from the Director, Engineering, be adopted; and*

**General Purposes Committee**  
**Monday, September 21, 2015**

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- (2) *That staff investigate the Vancouver Airport Authority's runway expansion plans.*

The question on the motion was not called as discussion ensued regarding the ecological elements related to the Garden City Lands development. It was noted that a press release is anticipated to be issued following Council's approval of the proposed Strategy.

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

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (4:18 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 September 21, 2015.

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Mayor Malcolm D. Brodie  
Chair

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Heather Howey  
Legislative Services Coordinator



## Finance Committee

Date: Monday, September 21, 2015

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Derek Dang  
Councillor Carol Day (entered at 4:22 p.m.)  
Councillor Ken Johnston  
Councillor Alexa Loo (entered at 4:22 p.m.)  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:19 p.m.

### MINUTES

It was moved and seconded  
*That the minutes of the meeting of the Finance Committee held on July 6, 2015, be adopted as circulated.*

**CARRIED**

### FINANCE AND CORPORATE SERVICES DIVISION

#### 1. PURCHASING POLICY AMENDMENTS

(File Ref. No. 02-0745-00) (REDMS No. 4595006 v. 5 )

Jerry Chong, Director, Finance, accompanied by Syd Stowe, Manager, Purchasing, provided background information on the proposed policy housekeeping amendments, noting they are to ensure compliance with (i) the proposed amended Officer and General Manager Bylaw and (ii) the New West Partnership Trade Agreement.

1.

**Finance Committee**  
**Monday, September 21, 2015**

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

- contract signing authorities remain unchanged;
- current authority limits remain the same; once the budget has been approved by Council, the Chief Administrative Officer and a General Manager can award construction contract of any value; goods and services greater than \$500,000 are approved by Council;
- Council is provided quarterly reports on contract awards; and
- the environmental and sustainability purchasing component is incorporated in *Policy 1400 - Corporate Sustainability Policy*.

*Councillors Day and Loo entered the meeting (4:22 p.m.).*

The Chair directed that copies of *Policy 1400 - Corporate Sustainability Policy* and *Policy 3103 - Environmental Purchasing Policy* be provided to Council prior to the next Regular Council meeting.

It was moved and seconded

***That:***

- (1) Policy 3105 (Purchasing Policy – Construction Management Projects), be rescinded;***
- (2) Policy 3103 (Environmental Purchasing Policy) be rescinded;***
- (3) Policy 3104 (Procurement Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 3 of the staff report titled "Purchasing Policy Amendments," dated July 21, 2015, from the Director, Finance; and***
- (4) Policy 3709 (Financial Signing Authorities Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 4 of the staff report titled "Purchasing Policy Amendments," dated July 21, 2015, from the Director, Finance.***

**CARRIED**

**2. FINANCE POLICY AMENDMENTS AND OFFICER AND GENERAL MANAGER BYLAW AMENDMENTS**

(File Ref. No. 12-8060-20-009217) (REDMS No. 4710755)

It was moved and seconded

- (1) That Council Policy 2003 (Disposal of City Assets) be amended as set out in Attachment 3 of the staff report titled "Finance Policy Amendments," dated July 28, 2015, from the Director, Finance, and Director, City Clerk's Office;***

2.



**Finance Committee**  
**Monday, September 21, 2015**

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- (2) *That Council Policy 3001 (Budget Amendments) be amended as set out in Attachment 4 of the staff report titled "Finance Policy Amendments and Officer and General Manager Bylaw Amendments," dated July 28, 2015, from the Director, Finance, and Director, City Clerk's Office; and*
- (3) *That Officer and General Manager Bylaw No. 8125, Amendment Bylaw No. 9217 be introduced and given first, second and third readings.*

**CARRIED**

3. **FINANCIAL INFORMATION – 2<sup>ND</sup> QUARTER JUNE 30, 2015**  
(File Ref. No.) (REDMS No. 4668743)

It was moved and seconded

*That the staff report titled "Financial Information – 2<sup>nd</sup> Quarter June 30, 2015," dated August 22, 2015, from the Director, Finance, be received for information.*

The question on the motion was not called as in reply to a query from Committee, Cindy Gilfillan, Manager, Financial Reporting, commented that the office vacancy rate was based on the Industrial MarketBeat report by Cushman and Wakefield.

The Chair directed that a copy of the report be provided to Council prior to the next Regular Council meeting as well as to the Economic Advisory Committee.

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

**RICHMOND OLYMPIC OVAL CORPORATION**

4. **2<sup>ND</sup> QUARTER 2015 – FINANCIAL INFORMATION FOR THE RICHMOND OLYMPIC OVAL CORPORATION**  
(File Ref. No.) (REDMS No.)

It was moved and seconded

*That the report on Financial Information for the Richmond Olympic Oval Corporation for the second quarter ended June 30, 2015 from the Controller of the Richmond Olympic Oval Corporation be received for information.*

The question on the motion was not called as in reply to queries from Committee, Rick Dusanj, Controller, Richmond Olympic Oval Corporation, provided the following information:

**Finance Committee**  
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- the current reserve balance is approximately \$265,000; however, transfers to capital reserves are not finalized until year end by the Capital Works Committee in accordance with the operating agreement;
- approximately \$258,000 has been expensed to marketing;
- the variances in the marketing and admin/finance budgets are due to initiatives commencing in the second half of the year and to savings in the contingency budget respectively; and
- “Other Revenues” includes leasing, revenue and sponsorship income.

Committee requested that a draft reserve balance be provided quarterly and that further information be included in future quarterly reports related to budget variances (i.e., anticipated income and outstanding expenditures).

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

## ADJOURNMENT

It was moved and seconded

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

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Finance Committee of the Council of the City of Richmond held on September 21, 2015.

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Mayor Malcolm D. Brodie  
Chair

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Heather Howey  
Legislative Services Coordinator



## Planning Committee

Date: Tuesday, September 22, 2015

Place: Anderson Room  
Richmond City Hall

Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Chak Au  
Councillor Carol Day (entered at 4:02 p.m.)  
Councillor Harold Steves

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

### MINUTES

It was moved and seconded  
*That the minutes of the meeting of the Planning Committee held on  
September 9, 2015, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

October 6, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

### DELEGATION

The Chair advised that a report on Richmond Addiction Services Society and the Richmond Youth Media Program will be added to the Delegation presentation.

## Planning Committee Tuesday, September 22, 2015

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1. Daylene Marshall and Alex Nixon, Co-Chairs of the Richmond Community Services Advisory Committee (RCSAC) presented a communication tool regarding the RCSAC Social Services and Space Needs Survey, and spoke of the challenges associated with acquiring programming space in the city. They added that there is a need to be aware of potential space acquisition opportunities in the city and requested Committee's guidance on the matter.

*Cllr. Day entered the meeting (4:02 p.m.).*

In reply to queries from Committee Ms. Marshall and Mr. Nixon noted that (i) the Richmond Food Bank has requested assistance in acquiring programming space from the City in the past, (ii) different community services have different needs and could take advantage of temporary spaces or spaces outside the city centre, (iii) some community services such as the Richmond Food Bank would require permanent space, (iv) programming space should be accessible to transit services, (v) there has been an effort to collaborate with different community organizations such as Richmond Caring Place Society and Richmond Pathways Clubhouse to address issues related to the acquisition of programming space, and (vi) the RCSAC will update the Committee on the matter.

In reply to queries from Committee regarding the City's involvement in assisting community groups in acquiring programming space, Cathryn Volkering Carlile, General Manager, Community Services advised that (i) the City has been examining the feasibility of expanding Richmond Caring Place Society to accommodate community organizations, (ii) the city centre is an ideal location for community groups due to its proximity to transit services, (iii) the City receives requests for programming space from community groups and examines available options, and (iv) programming space in the city is limited, however, the City can examine a fair evaluation process to assess priorities.

Discussion ensued with respect to extending the lifecycle or repurposing vacant City buildings, and in reply to queries from Committee, Ms. Carlile noted that the City evaluates the available inventory according to the City's needs then surplus space may be made available to community groups.

Discussion further ensued with regard to collaborating with other agencies such as TransLink for accessibility outside the city centre, and Richmond School District No. 38 for utilizing vacant schools.

In reply to queries from Committee regarding the reduction of funding for youth and senior programs, Ms. Marshall noted that funding was found for Seniors Peer Counselling and ESL programs, however; these programs saw a gap in services during the period of reduced funding. In terms of funding for youth programs, Ms. Marshall noted that there was a loss in service for Youth Outreach and that the Boys and Girls Club in Richmond was not affect.

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

It was moved and seconded

- (1) *That the results and Communication Tool for the annual Richmond Community Services Advisory Committee Social Services and Space Needs Survey be referred to staff; and*
- (2) *That staff examine the availability of space for use by non-profit community organization within the City's inventory of buildings, and report back.*

**CARRIED**

Rick Dubras, Richmond Addiction Services Society (RASS), briefed Committee on the Communication Tool and supporting report for RASS and the Richmond Youth Media Program (attached to and forming part of these minutes as Schedule 1), noting that the Richmond Youth Media Lab is growing in popularity and needs continued support from the City.

In reply to queries from Committee regarding funding for the Richmond Youth Media Lab, Kim Somerville, Manager Arts Services, noted that (i) funding was received from Vancouver Coastal Health, Telus and Viva Pharmaceuticals, (ii) staff hours for the Media Lab is based on funding, and (iii) staff are looking for new sponsorship opportunities for the Media Lab.

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

It was moved and seconded

- (1) *That staff receive the Communication Tool and supporting report for the Richmond Addiction Services Society and the Richmond Youth Media Program for information; and*
- (2) *That funding for the Richmond Youth Media Lab Program be referred to the budget process.*

**CARRIED**

## PLANNING AND DEVELOPMENT DIVISION

2. **APPLICATION BY SUMAIYYA HASAN FOR REZONING AT 8571 NO. 4 ROAD FROM SINGLE DETACHED (RS1/E) TO COACH HOUSES (RCH1)**

(File Ref. No. 12-8060-20-009290; RZ 14-662541) (REDMS No. 4704349)

Cynthia Lussier, Planning Technician, briefed Committee on the proposed application, noting that the proposed application would create two lots with coach house and access to the rear lane. She added that the proposed application is consistent with the Official Community Plan (OCP) for the area and that there is a servicing agreement for frontage improvements along No. 4 Road.

3.

**Planning Committee**  
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In reply to queries from Committee, Wayne Craig, Director, Development, noted that there is development signage on the property and that should the application proceed, public notification would be sent to neighbouring property owners prior to the Public Hearing.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9290, for the rezoning of 8571 No. 4 Road from "Single Detached (RS1/E)" to "Coach Houses (RCH1)," be introduced and given first reading.*

**CARRIED**

3. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 11671 AND 11691 CAMBIE ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**  
(File Ref. No. 12-8060-20-009293; RZ 14-670471) (REDMS No. 4563973)

Mr. Craig briefed Committee on the proposed application, highlighting the following:

- the proposed development will consist of 21 townhouse units;
- the proposed development will be designed to meet EnerGuide 82 standards;
- the proposed development will provide cash-in-lieu contributions towards the City's Public Art and Affordable Housing Fund;
- a public information meeting regarding the proposed development was held for neighbouring residents on September 9, 2015 and concerns were expressed with respect to parking and potential increase in traffic;
- a servicing agreement will facilitate frontage improvements along Cambie Road and Mellis Drive as well as intersection upgrades to Bergen Drive and Cambie Road; and
- a pedestrian walkway through the site to Cambie Road is proposed.

In response to queries from Committee, Mr. Craig noted that access to the proposed development will be through Mellis Drive and that the proposed signal upgrades to the intersection of Bergen Drive and Cambie Road will help address traffic concerns. Donna Chan, Manager, Transportation Planning, added that staff can examine synchronizing traffic lights with the pedestrian signals.

4.

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Discussion ensued with regard to (i) the proposed tandem parking on-site, (ii) the lack of on-street parking and traffic volumes along Mellis Drive, (iii) reducing the proposed building setbacks, (iv) the number of units proposed in the development, (v) a site access from Cambie Road, (vi) utilizing an adjacent commercial lot occupied by Coast Capital Savings as an access point to the site, (vii) sending public notification in multiple languages, and (viii) notification and attendance of the public information meeting for the proposed development.

In reply to queries from Committee, Mr. Craig advised that there is an existing townhouse complex to the north of the proposed development.

Discussion ensued with regard to restricting parking along Mellis Drive and in reply to queries from Committee, Ms. Chan noted that Mellis Drive is a local road and on-street parking is permitted. She added that prior to the proposed application, the City has not received complaints related to on-street parking issues in the area. She further noted that an assessment conducted by the City in 2011 of developments with tandem parking has found that tandem parking does not negatively impact to the number of available on-street parking spaces.

Discussion then took place with respect to the timeline of the proposed future intersection improvements on Cambie Road and No. 5 Road, and in reply to queries from Committee, Ms. Chan noted that work on the signal improvements and the illuminated street signs can proceed once the cash contribution is received from the developer.

In reply to queries from Committee, Mr. Craig advised that the developer would be responsible for signal upgrades at the intersection of Cambie Road and Borgen Drive, and that the developer will provide a cash contribution towards signal upgrades at the intersection of Cambie Road and No. 5 Road.

Peter Thackwray, 11888 Mellis Drive, expressed concern regarding the proposed development with respect to (i) pedestrian safety, (ii) coordination on signal lights along Borgen Drive, (iii) visibility along corner of Mellis Drive, (iv) potential increase in traffic, (v) the limited availability of on-street parking in the area, especially during church services and special events, and (vi) vehicles parking on restricted areas, violating fire regulations.

In reply to queries from Committee, Mr. Thackwray noted that his townhouse complex does not have vehicle access to No. 5 Road and that there is traffic congestion in the area during peak hours.

**Planning Committee**  
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In reply to queries from Committee, Ken Chow, Architect, Interface Architecture Inc., noted that (i) the applicant has examined options and worked with the City to address traffic and parking issues, (ii) secondary suites in the area could be contributing to issues related to traffic and limited on-street parking, (iii) speed bumps and parking restrictions along Mellis Road could be possible options to address traffic safety concerns, (iv) it is difficult to project how the proposed walkway to the site will be utilized by pedestrians, (v) future vehicle access to No. 5 Road could alleviate traffic in the area, (vi) the developer is prepared to upgrade the traffic signals at the intersection of Barga Drive and Cambie Road, and (vii) access through the adjacent lot occupied by Coast Capital Savings may not be appropriate as mixing commercial and residential traffic may create conflict.

Discussion took place with regard to alternative options to relocate development access from Mellis Drive through to the adjacent lot occupied by Coast Capital Savings or from Cambie Road.

Aaron Chan, traffic consultant for the proposed development, spoke on the potential impact of the proposed development on traffic in the area, noting that (i) it is estimated that based on general growth, the intersection of Barga Drive and Cambie Road will reach capacity in the near future, (ii) the proposed development is estimated to generate approximately nine cars per hour and would not be a significant factor to traffic in the area, (iii) the preferred access to the site is through Mellis Drive since right-in-right-out movement of traffic from the proposed development to Cambie Road could pose a safety risk, and (iv) an actuated pedestrian signal that is proposed for the intersection of Cambie Road and Barga Drive would improve traffic in the neighbourhood.

Discussion ensued with regard to traffic volumes and pedestrian safety in the area, and in reply to queries from Committee, Mr. Chan noted that the proposed pedestrian walkway, would provide access to Cambie Road and No. 5 Road.

In response to queries from Committee, Mr. Chan advised that street parking analysis was not done as part of the traffic assessment completed for the proposed development.

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

It was moved and seconded

*That the staff report titled **Application by Interface Architecture Inc. for Rezoning at 11671 and 11691 Cambie Road from Single Detached (RS1/E) to Low Density Townhouses (RTL4), dated September 10, 2015, from the Director, Development, be referred back to staff to examine options to address matters related to:***



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- (1) *on-street parking along Mellis Drive;*
  - (2) *traffic flow along Mellis Drive and Bergen Drive; and*
  - (3) *pedestrian traffic in the area;*
- and report back in one month's time.*

The question on the referral was not called as discussion ensued with regard to (i) installing recessed sidewalks along Cambie Road, (ii) the impact of churches, schools and parks on traffic in the area, (iii) utilizing the adjacent lot occupied by Coast Capital Savings as a possible access point to the site, (iv) the impact of secondary suites on traffic in the area, and (v) retaining the proposed vehicle access to Mellis Drive.

In reply to queries from Committee regarding information on legitimizing secondary suites, Joe Erceg, General Manager, Planning and Development, noted that information on legitimizing secondary suites is available at City Hall.

Winnie Tsang, 11888 Mellis Drive, referenced her correspondence (copy on file, City Clerk's Office) and expressed concern regarding the proposed development with respect to potential parking restrictions in the area further limiting parking options for residents as well as the potential safety risks to pedestrians at night due to reduced visibility.

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

4. **APPLICATION BY GBL ARCHITECTS INC. FOR A ZONING TEXT AMENDMENT TO THE "HIGH RISE APARTMENT AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZHR10) – CAPSTAN VILLAGE (CITY CENTRE)" ZONE AT 8888 PATTERSON ROAD AND 3340 SEXSMITH ROAD**

(File Ref. No. 12-8060-20-009269; ZT 15-700276) (REDMS No. 4713132 v. 2)

Mr. Craig briefed Committee on the proposed application, highlighting the following:

- 20 artist live-work (ARTS) studios were secured as part of the proposed development's amenity contribution;
- these ARTS units would be subject to the City's Affordable Housing Strategy requirements;
- each unit was design to achieve a clear overhead height of 4.5 metres for at least 25.0 square metres of the work area;
- 18 of the 20 units achieved the overhead height by providing moveable walkways over a portion of the work area;

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- the applicant now proposed fixed-in-place walkways to replace the previously proposed moveable walkways to access the balconies within these units;
- the proposed fixed-in-place walkways will not compromise the usability of the ARTS units; and
- to provide additional benefit to the Arts District, the developer has proposed to provide four work-only studios in the final phase of development.

The Chair advised that the four work-only studios proposed for the final phase of development are in addition to the 20 ARTS units.

In reply to queries from Committee, Mr. Craig noted that (i) the studio space will be on the ground floor, (ii) studio space will have a washroom, and (iii) the work-only studios will have an agreement registered on title to ensure they function as commercial units and that they are rented at below market rates to artists that have an annual household income of \$57,750 or less.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, for a Zoning Text Amendment to the “High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)” zone, a site-specific zone applicable only at 8888 Patterson Road and 3340 Sexsmith Road, to revise the required ceiling heights of the Artist Residential Tenancy Studio units and permit community amenity space for the purpose of constructing four (4) affordable, work-only, art studios.*

**CARRIED**

5. **APPLICATION BY FUGGLES & WARLOCK CRAFTWORKS LTD.  
FOR A ZONING TEXT AMENDMENT TO PERMIT A  
MICROBREWERY WITHIN THE INDUSTRIAL BUSINESS (IB1)  
ZONE AT 11220 HORSESHOE WAY**

(File Ref. No. 12-8060-20-009295; ZT 15-705936) (REDMS No. 4719530 v. 4)

Mr. Craig briefed Committee on the proposed application, noting the following:

- changes to Provincial legislation would allow microbreweries to (i) have a retail outlet component to sell liquor produced on-site, (ii) sell related promotional paraphernalia, and (iii) apply for a liquor serving lounge;
- the applicant would be required to follow the City’s liquor licensing process before opening the lounge component;
- the proposed location for the proposed microbrewery is appropriate for its use; and

8.

## Planning Committee Tuesday, September 22, 2015

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- should the application proceed, Council is also being asked to provide staff with direction to add the Microbrewery, Winery and Distillery use to commercial zoning, where liquor service is permitted.

In reply to queries from Committee with respect to public notification, Mr. Craig noted that there is rezoning signage on-site, and that should the application proceed to Public Hearing, notification would be sent to the surrounding neighbourhood. He added that as part of the lounge service component of the proposed application, the City's Business Licensing public consultation process would be required, including installing signage on-site, direct mail notification and newspaper advertisement.

In reply to queries from Committee, Mr. Craig noted that staff are not recommending that the Microbrewery, Winery and Distillery use be added to all industrial zones, however; the Microbrewery, Winery and Distillery use should be added to commercial sites where liquor service is permitted.

Discussion ensued with regard to opportunities to locate wineries and breweries in industrial and commercial zones instead of on Agricultural Land Reserve (ALR) lands.

In reply to queries from Committee, Mr. Craig noted that (i) the City previously introduced regulation limiting wineries and winery accessory uses on ALR land, and as a result, no applications for wineries on ALR land have been received, (ii) the proposed uses would allow breweries and wineries to be located in appropriate areas of the city, and (iii) staff will examine applications outside of the approved zones on a case-by-case basis.

Discussion ensued with regard to the public consultation process and in reply to queries from Committee, Mr. Craig advised that should the proposed application proceed, a subsequent bylaw amendment will be introduced to allow for Microbrewery, Winery and Distillery use, which would require a separate Public Hearing.

In response to queries from Committee, Mr. Craig noted that areas of the city where a Microbrewery, Winery and Distillery use would be recommended includes Steveston Village, City Centre, Capstan Village and the Riverport Entertainment area. He added that staff are not recommending limiting the number of lounges in areas where liquor service is permitted.

In reply to queries from Committee, Mark McMullen, Senior Coordinator - Major Projects, noted that the proposed application would be licenced as a manufacturer, with the associated lounge auxiliary to the primary operation.

In reply to queries from Committee, Mr. Erceg advised that more information on Microbrewery, Winery and Distillery use will be provided in a future staff report.

**Planning Committee**  
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It was moved and seconded

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9295, for a Zoning Text Amendment to create a new “Microbrewery, Winery and Distillery” use and amend the “Industrial Business (IB1)” zone to allow a “Microbrewery, Winery and Distillery” at 11220 Horseshoe Way, be introduced and given first reading; and*
- (2) *That staff be directed to prepare a report and zoning bylaw amendment for future consideration by City Council to include the “Microbrewery, Winery and Distillery” use in specific commercial zoning districts.*

The question on the motion was not called as discussion ensued with regard to potential odours from distillery operations.

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

6. **MANAGER’S REPORT**

(i) *Homes on ALR Land*

Mr. Erceg informed Committee of a recent trend where applications received by the City propose excessively large homes on ALR land. He noted that the City has cancelled four of said applications to date. He added that the proposed homes can be up to approximately 20,000 square feet in size and resembles more closely to a hotel than a single-family home. He further noted that applicants have the option to re-submit cancelled applications or challenge the cancellation.

In reply to queries from Committee, Gavin Woo, Senior Manager, Building Approvals, noted that other municipalities have encountered similar applications for excessively large homes on ALR land and have taken steps to cancel said applications. He added that he was not aware of any applications for buildings resembling a clubhouse.

Discussion ensued with regard to (i) potential inquiries from applicants, (ii) potential regulatory changes, and (iii) banning all structures on ALR farmland.

As a result of the discussion, staff were directed to forward the information on applications for large homes on ALR land to Metro Vancouver.

**Planning Committee**  
**Tuesday, September 22, 2015**

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**(ii) *Public Information Meeting – Rezoning Application for Rod’s Lumber***

Mr. Craig informed Committee of a public information meeting hosted by the applicant for the proposed rezoning application for Rod’s Lumber in Steveston Village, scheduled for 6:00 p.m. on October 8, 2015 at McMath Secondary School. He added that notification for the meeting includes direct mail notification to properties within a 50 metre radius, special notices provided to stakeholders and advertisement in the local newspaper. He further noted that City staff will be present at the meeting.

**ADJOURNMENT**

It was moved and seconded  
***That the meeting adjourn (5:41 p.m.).***

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, September 22, 2015.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Auxiliary Committee Clerk

**FORWARDED ON BEHALF of RCSAC Co-Chairs Daylene Marshall and  
Alex Nixon**

**Dear Mayor and Councillors of Richmond City:**

**Please find attached a Communication Tool and supporting report for the  
Richmond Addiction Services Society and the Richmond Youth Media Program.**

**Please feel free to contact us regarding any questions or if you require further  
information.**

**Sincerely,**

**Jennifer Dieckmann, Executive Secretary**  
Richmond Community Services Advisory Committee (RCSAC)

E: [admin@rcsac](mailto:admin@rcsac)

P: 604.279.5599 ext. 201

[www.rcsac.ca](http://www.rcsac.ca)



**RCSAC | Richmond Community Services  
Advisory Committee**

*Serving the Richmond Community Since 1979*

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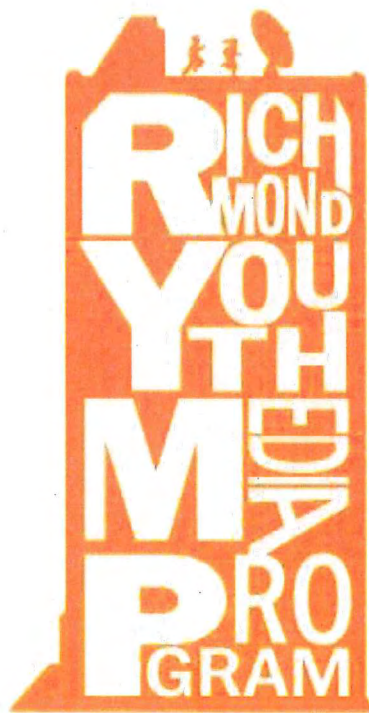
**Richmond Community Services  
Advisory Committee**

To: Mayor Brodie and Councillors  
 From: Daylene Marshall (RYSA) & Alex Nixon (Richmond Food Bank)  
 CC: Cathy Carlile, Lesley Sherlock and John Foster  
 Date: June 8, 2015  
 Re: Richmond Addiction Services Society and the Richmond Youth Media Program

Issue	Potential impact	Agency or individuals affected	Suggested action
<p>1. To advise Council of renewed support for the Richmond Youth Media Program (RYMP) from the VCH-SMART fund in partnership with RASS. This will be the 5<sup>th</sup> year of funding for the RYMP at the Richmond Cultural Centre.</p> <p>2. That partial RYMP funding has now been secured for another 3 years from 2015-2017 but the Media Lab depends currently on outside grants and donors for funding operations through mostly VCH-SMART fund</p>	<p>The Richmond Youth Media Program continues to operate within the Richmond Media Lab, whose facilitator is partly funded through the VCH-SMART Fund for engaging vulnerable youth, to help support the development of multi-media skills and mentoring – see attached 2014 annual report.</p>	<p>Youth accessing the Richmond Youth Media Program, and The City of Richmond’s Youth Media Lab. Richmond Addiction Services Society (RASS) is striving to access funds to support its internal programming but also programming within the community through partnerships such as RYMP.</p>	<p>To inform Richmond City Council of the partnerships that are funding a very worthwhile resource (RYMP) that is demonstrating successful outcomes for Richmond Youth!</p>

# Richmond Youth Media Program

Annual Report 2014



Prepared by: Lauren Burrows Backhouse



## Summary

The Richmond Youth Media Program (RYMP) is a free, referral-based program for youth ages 13-24, presented in partnership with Richmond Addiction Services Society (RASS) and supported by the Vancouver Coastal Health Sharon Martin Community Health (SMART) Fund.

RYMP sessions are held in the Richmond Media Lab, located inside the Richmond Cultural Centre at 7700 Minoru Gate, on Thursdays from 3-8pm (or 4-9pm during summer) and Saturdays from 12-4:30pm. Programming includes drop-in sessions, where supervised youth can work independently, and a variety of structured classes.

Participants learn media literacy skills that are relevant to their interests in a supportive environment where they can engage with positive role models.

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## Attendance data

In 2014, 59 Richmond Youth Media Program members, 3 adult volunteers, 1 arts intern (from UBC) and 1 community practicum student (from the Adler Institute) spent a total of 3,745.5 hours in the Media Lab and at community outreach events. There were also 341 “guest” visits recorded.

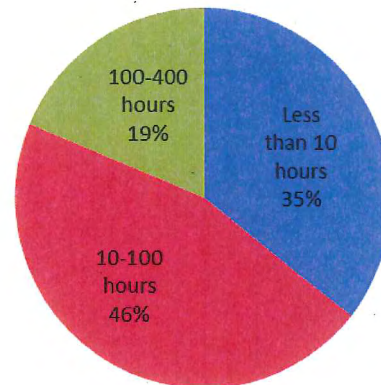
The program received 10 new member referrals from:

- Friends (4)
- Family (1)
- City of Richmond Youth Development Coordinator (1)
- Richmond Art Gallery (1)
- Richmond's Writer-In-Residence program (1)
- SD38 Youth Connections Worker (1)
- Ministry of Children and Family Development (1)

Average number of attendees per session/event	13.5
Average time spent per person, per session/event	2.6 hrs

The majority of program members are attending RYMP on a regular, yet casual, basis, spending between 10 and 100 hours in the program.

However, program members that benefit most from the support offered by the program, attend nearly every session, and have accumulated annual attendance totals of between 100 and 400 hours.



*“I'm glad that there's a place like this so I can learn things that i love”*

## Service Contacts

RYMP activities are described as “service contacts”. The main categories are; Skill Sessions, Independent Projects, and Community Engagement Opportunities.

This year a new attendance sign-in/out sheet was developed, enabling program members to self-report their service contacts (see Appendix B).

In 2014, RYMP members made a total of 2,337 service contacts.

## Skill Sessions

A variety of structured skill sessions are presented once a week, on Thursday evenings.

In 2014, this included:

- Writing interactive, non-linear stories with Twine (<http://twinery.org/>)
- Create your own handwritten font (<http://www.myscriptfont.com/>)
- Adobe Photoshop “Refine Edge” / “Kaleidoscope” / “Mosaic” / “Name Collage”
- Adobe Illustrator “Type On A Path” / “Live Trace”
- Poster design using Adobe Photoshop “Warp” tool
- Adobe After Effects “Cartoon You” / Adobe After Effects “Animating Audio”
- Adobe Flash “Intro to Flash Animation” pt. 1 and 2
- Tumblr 101 – a lesson led by 4 RYMP members!
- Garageband “Soundsong”
- Logic X “Vocoder Effect”
- iStop Motion Animation
- “Blockbuster Thursdays” summer film production project
- Mozilla Webmaker
- Graphic Design Tips
- Radio Broadcasting 101
- Weebly website design

*“Hey Lauren, I’m kinda using Weebly. My first blog post got like 30 hits!”*

## Independent Projects

During drop-in hours, RYMP members are free to pursue independent projects.


In 2014, members reported working on:

- Video production, including scriptwriting with Celtx.com
- Music production, including vocal recording
- Digital drawing with tablets
- Using the scanner
- DJ practice
- Creating content for personal blogs
- Posting work on Wattpad, DeviantArt, YouTube, Tumblr, Pinterest, etc.
- Self-taught coding with Codecademy.com  
*“I feel like a programmer right now...like I went to another level of technology.”*
- Navigating online services  
*“You’re my go to girl for all this online schooling / computer stuff”*
- Entering contests, like the #happycity photo contest on twitter (photos below)



 Cathy @Cathyying09 Mar 20  
Going to the Richmond Media Lab makes me happy  
[pic.twitter.com/hGnG1EWYt](http://pic.twitter.com/hGnG1EWYt)  
Reply Retweet Favorite Flag media



 Cathy @Cathyying09 Mar 20  
Having Sneak Break in Minoru Gate makes me happy >< [pic.twitter.com/vchU8gaaj](http://pic.twitter.com/vchU8gaaj)  
Reply Retweet Favorite Flag media

## Community Engagement Opportunities

This category is used to track instances where RYMP members interact with community members. New members are asked to help host “open house” events, as an entry level community engagement opportunity. Program members who have additional media production skills may also be referred to volunteer and work opportunities related to their skill set.

In 2014, RYMP members participated in more than 48 community engagement opportunities. Highlights from eight significant examples are included below (please see Appendix A for a detailed list of all opportunities).

### City of Richmond U-ROC Awards

Lauren co-hosted, and 3 RYMP members and 1 RYMP volunteer assisted with media support for, this annual community recognition. Additionally, two RYMP members were presented with “Outstanding Youth” Awards in recognition of their contribution to the program. Their nomination biographies, printed in the U-ROC Awards program, read as follows:

*Kevin is a huge film buff, which has inspired both his creative work and his career path. At the Richmond Youth Media Program, Kevin is one of the most dedicated members - accumulating a total of 288 program hours in 2013 - and he uses ideas from his favourite movies to inspire multimedia projects, like his interactive online story, “The Call.” Last summer, Kevin took his first steps into the film*

*industry, by creating a profile with BCF Casting and becoming a background extra in the upcoming Disney film, Tomorrowland. This is an incredible achievement for Kevin, and he is very proud of his accomplishment. Building upon that experience, he is now pursuing a post-secondary career in Film Production. Kevin is kind, thoughtful, creative, and always ready for “action!”*

*Holly rocks for many reasons. She is a big part of the Richmond Youth Media Program; helping to recruit new members, develop ideas for new tutorials, and even co-presenting an “Introduction to Tumblr” to the rest of the group. Last year Holly acquired an impressive total of 331 hours working in the Media Lab and at RYMP community outreach events, and she has been able to use her media arts skills in many ways; participating in creative online communities, launching a Pink Shirt Day poster campaign at her school, and finding new ways to express herself through visual art and design. Holly is smart, talented, and compassionate – always using her talents for good, and not evil.*

### **SHAW TV’s Go! Vancouver**

As part of SHAW Television’s coverage of cultural opportunities in Richmond, reporter Dunia Tozy stopped by the Richmond Media Lab during a drop-in session of the Richmond Youth Media Program. The approximately 3 minute clip showcases what the program is all about, including comments from two youth members.

[https://www.youtube.com/watch?v=N\\_DH206en4g](https://www.youtube.com/watch?v=N_DH206en4g)



### **Stop Sexual Exploitation of Children and Youth Week**

Members of Richmond’s Community Action Team (RCAT) approached the Richmond Youth Media Program with a request for “original art” to help disseminate information during “Stop Sexual Exploitation of Children and Youth Week.” Two youth artists were recruited; one made a series of posters featuring her own photography as well as related statistics. The other artist created a unique banner design for the RCAT team to use at their info booth.



Jaclyn Chang, from RCAT and RASS was pleased with the results, saying, *“It’s so inspiring to see such talented youth out there, and that we’re lucky to have Lauren to connect us!!”*

The youth artists were also pleased to be involved, saying, *“Thank you for letting me be a part of this project. I really enjoyed having creative freedom. To interpret a fact and communicate it through photography for a project that is actually being displayed in public, is a really honouring feeling for me.”*



### What’s Up Richmond?

Initiated by a RYMP member, and working in partnership with the head of the Richmond Community Services Advisory Committee (RCSAC) youth sub-committee, this youth website development project began in May 2014, and has evolved into a youth-designed, and youth-run, website for youth in Richmond. Community Service Agencies can submit information to the site through an online form, and Youth Content Managers will be hired to update information on a weekly basis. As part of this project, youth and staff have been able to take part in training on the open source web development tool Joomla.

The site is set to launch in 2015.  
[www.whatsuprichmond.ca](http://www.whatsuprichmond.ca)



WURD is supported by the Richmond Community Services Advisory Committee (<http://rccsac.ca/>)  
Events, opportunities, and other listings on this website are independently submitted by local organizations, and are not necessarily associated with or endorsed by RCSAC.

## RYMP “Hungry Games” Summer BBQ

A social event planned by RYMP members, and hosted on the Richmond Cultural Centre’s rooftop garden, provided a chance for members to invite friends and family to join the group for some food, music, board games, and even a chocolate fountain!



## Youth Service Plan Update video

One senior and two junior RYMP members were recruited to work with City of Richmond Youth Services Coordinator Kate Rudelier to help script, film and edit a video used throughout the community to spread the word about the City’s newly updated Youth Service Plan.





## Richmond Remembers live video simulcast

A team comprised of professional filmmakers and youth worked together to produce the second annual live video simulcast of the City of Richmond's Remembrance Day ceremony. Filmed outside, mixed live, and aired in Council Chambers for community members who cannot easily participate in the outdoor ceremony, this unique opportunity gave RYMP members a chance to be "on set" and develop skills as both camera operators and production assistants. This year, the production was also webcast through the City's new web streaming service, and more than 100 people tuned in. [http://richmond.ca.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=44](http://richmond.ca.granicus.com/MediaPlayer.php?view_id=2&clip_id=44)

*"Being one of the camera operators for the Remembrance Day Ceremony was an extremely cool experience. Not only did I learn how to use a new camera, I made connections that led me to more filmmaking gigs outside of the RYMP".*



## Culture Days "Rich City Live" Radio Broadcast

For the nation-wide Culture Days event, RYMP members decided to create their own "micro" radio station in the Richmond Media Lab. For four hours, a team of 3 announcers, 3 DJs, and 1 operator created a live program, broadcast within the building on the FM band. During the broadcast, 2 other program members moved throughout the area with battery-operated radios, to promote the show to Culture Days attendees. One of the show hosts was photographed by the Richmond Review, and the photo was included in the paper's coverage of Culture Days 2014.



## Special guests

With the goal of increasing participants' understanding of job opportunities related to the study of media arts, industry professionals are invited to chat with RYMP members about their experiences.

This year, the group had the opportunity to meet:

### **Erik Ashdown** from Indiloop.com

- Erik is the CEO and founder of the Vancouver-based remixing website called Indiloop.com. He introduced the website to RYMP members, and spoke about his career in music and web development. One RYMP member made the following comment via email:

*"thanks for inviting (insert forgotten name here), he was totally inspiring and awesome, i felt connected (<-- report worthy? :P)"*

### **Kelvin Yu**, local game designer

- Kelvin introduced his still-in-development "multi-player Turn-Based-Strategy game", *Überkrieg*, to RYMP members, and spoke about his experience with game design.

*"I haven't had decent feedback on the game in ages! I would love to make this a regular thing." – Kelvin*

### **Mike "Sythe" Wickberg**, hip hop producer

- Sythe grew up in Richmond, and was originally inspired by a youth worker in Richmond to start performing. Now, he is part of a 9-artist rap group that has performed around the world. Sythe came to speak about his experience as a hip hop artist and touring musician.

### **Jay Bridal**, Special Events intern with City of Vancouver

- Jay brought a collection of student films produced by his cohort at Capilano Motion Picture Arts program, and spoke with RYMP members interested in post-secondary education in film production.

### **Clay Tang**, CHIMO Community Engagement Coordinator

- Clay came to the group with an "anti-violence" presentation, as part of Chimo's *Our Voices Against Violence* campaign. The campaign is organized around the International Day for the Elimination of Violence Against Women and Canada's National Day of Remembrance & Action on Violence Against Women. In addition to raising awareness, Clay was also promoting a connected youth poetry contest.

## Member feedback

During each RYMP session, each individual member tracks their own participation using the sign in sheet. Any significant comments made during the session are recorded on the same page, either by the program facilitator, or by members themselves. (Example:

LD, a program member who had not been around for a few months, dropped in on a Saturday afternoon and said "The only reason I thought of showing up today is because I saw your amazing weekly note." A pleased program facilitator made sure to record this comment on the sign in sheet, with the youth's permission.)

Program members are also invited to provide feedback through a semi-annual survey, offered in hard copy and online. The semi-annual survey contains the new SMART-developed Common Outcomes Measurement questions, but also includes open-ended questions developed by the youth advisory board.

## Survey Response Summary

A total of 40 respondents reported the following results:

<b>This program offers a safe space for me.</b>	
Strongly Agree	48%
Agree	45%
Somewhat Agree	8%

<b>I feel supported when I come to the program.</b>	
Strongly Agree	53%
Agree	33%
Somewhat Agree	15%

<b>I have learned things that help me stay healthy.</b>	
Strongly Agree	28%
Agree	48%
Somewhat Agree	23%
Somewhat Disagree	3%

<b>I found out how to access other programs or supports in the community.</b>	
Strongly Agree	48%
Agree	45%
Somewhat Agree	5%
Somewhat Disagree	3%

<b>I participate more in programs, activities or events in the community.</b>	
Strongly Agree	24%
Agree	42%
Somewhat Agree	26%
Somewhat Disagree	5%
Disagree	3%

<b>I have new friends / am connected to more people.</b>	
Strongly Agree	38%
Agree	35%
Somewhat Agree	25%
Somewhat Disagree	3%

<b>I feel more connected to</b>
---------------------------------

<b>my community.</b>	
Strongly Agree	33%
Agree	40%
Somewhat Agree	20%
Somewhat Disagree	8%

<b>I can better manage daily challenges.</b>	
Strongly Agree	30%
Agree	18%
Somewhat Agree	43%
Somewhat Disagree	8%
Disagree	3%

<b>I feel less stressed.</b>	
Strongly Agree	20%
Agree	23%
Somewhat Agree	40%
Somewhat Disagree	13%
Disagree	5%

<b>I support other program participants.</b>	
Strongly Agree	40%
Agree	35%
Somewhat Agree	25%

<b>I contribute to the program.</b>	
Strongly Agree	10%
Agree	43%
Somewhat Agree	40%
Somewhat Disagree	8%

<b>Supporting other participants and/or contributing to the program gives me a sense of purpose.</b>	
Strongly Agree	33%
Agree	35%
Somewhat Agree	23%
Somewhat Disagree	8%
Disagree	3%

Program members also provided answers to open-ended questions. Here are some highlights:

**What do you think is the most beneficial thing about participating in the program?**

- Definitely learning new skills, and the friends I've made there.
- Meeting new people
- learning new things every day
- The computer related skills taught, the events that we were exposed to, and the people in the program.
- place of peace of mind and educational expertise helping me feel more accomplished
- friends! people to connect with!
- Being able to learn and work with others.
- Networking, Connections, and getting to know what the community has to offer
- Connecting with other youth who share the same interests as me

- The support of Lauren and friends, enthusiastic people willing to take interest
- Network, connections, and discovering the local art community with other locals
- I think the unconditional support and kindness Lauren shows to all the participants is one of the most important and beneficial things. Simply having her there to support boosts confidence and provide the assistance to try new things along with learn new skills.
- get out the house

**Can you give an example of a something new you have learned?**

- How to create a website was fun! I now use it all the time and use it to promote my writing which I hope to get published one day! Helps me further my connections with people.
- I've learned how to edit videos with FinalCut Pro, and I've also learned more techniques on how to film and capture pictures. As well as handling and dealing with others who have a more unique way of expressing themselves.
- community values and sharing fun educational and exciting events and sharing values on passionate topics all in regards to the media program I think it should expand it has helped the Richmond community and I think it is a very beneficial program as I have seen few others Pursue their ambitions in the media and arts and have graduated from these new fun and exciting fields in their life very well connected to the program props to all the people who have made this program possible and who work together brilliantly to keep it going
- I have learned many techniques in Adobe Photoshop, Premiere, Audition, as well as other software programs, that have helped me in and outside of the media lab for both personal and professional projects.
- video-making, networking (more so than before), and discovering events like arts in the park, etc.
- How to take care of myself (like, emotionally stronger.)

**What is a memorable moment from RYMP this year?**

- too many to count
- Working on the YSP video
- When we had the celebration and presentation of the funding cheque!
- resolutions as seen many accomplish their dream educationally succeeding further in our life's in media arts and films music and yes lots wow
- Watching fireworks on Halloween with the group, watching the play "The Highest Step in the World" with the group at Gateway Theatre, watching the "Ga Ting" preview show at the Cultural Centre, having fun at the film festival. Everything is for the first time, cause I am new.
- Getting great opportunities like working at the Maritime Festival, Richmond Public Art, Richmond Art Gallery, and learning and being supported by Lauren
- Being able to share possible project ideas and feeling supported in the makings of said possible projects
- Connecting with the community.

- everything :)
- just.being there I guess??

**Can you give an example of someone you are glad to have met here?**

- I have met countless mentors who have helped me in my daily experiences (professional or otherwise) and I am glad to also have helped mentor other RYMP members.
- Too many people to name, there are lots of wonderful people that I am very grateful to have met there
- I met Kryshan Randell, a director within Vancouver's Film industry. I also met Emily May, who I am still friends with and have collaborated on past projects with.
- Vivian Chan, Emily, Luan, Lauren, Kevin, Lawrence, Mary, Kathy (Richmond Art Gallery), and the overall Richmond Cultural Centre community
- Lauren burrows is one of a kind only this amazing person can run such a brilliant program with her extreme smarts and passion for the interest in the involvement of this programs and helping people grow and meet their personal expectations in these industries thank you Lauren for representing and helping me educate and boost my knowledge and confidence in the media and arts

**Is there anything else you'd like to say?**

- When I'm at media lab, I feel like I can talk about any problems with not only the members, but especially with Lauren. I get a lot of advice from her, and I feel like I'm also accomplishing something when I finish a project. I get feedback on my writing, help with life problems and learn new skills. I'm so glad I found out about media lab from my friend. Best decision I've ever made was joining.
- I'm really glad to be a part of the program
- I could say it all here but I have grown so much and am completely thanks full for how much I've learned and developed my confidence and ambitions in the media and arts music and all above from the Richmond youth media program thank you all .
- The RYMP is unlike any other community service, providing such a unique set of opportunities that develop both the personal and creative growth of youth. In addition to providing a safe environment where participants feel included and encouraged, Lauren at the media lab has helped bring many of my ideas to life when I otherwise would not have known how. The RYMP, Lauren in particular, have greatly encouraged my creativity and artistic expression, so much so that I am intending to pursue filmmaking as a career in post-secondary institutions. I would not be as happy, motivated, or appreciative of the arts had it not been for Lauren and the RYMP.
- I'm so glad to have person like Lauren Burrows Backhouse in my life she helps me a lot in my life. she is best person right now in my life
- there would be too much to fit
- I really appreciate all the opportunities I received from this program, especially since it was part of my first step in settling in to a new country.

- This program literally had a domino effect on my life. If I never came here, I promise you, my life would be completely different.
- This is a wonderful program that brings youth into an accepting environment. I have seen people better themselves in this program, not only with computer skills, but also with resolving personal emotional issues. Thank you
- Thank you for great experience, and I hope to continue being a RYMP member for a very long time

## Stories of Change

### Individual Story of Change

K is a RYMP member facing multiple challenges. He is living with a multi-symptom genetic disease, he grew up outside of Canada and faces cultural and language barriers to forming friendships, and he has also identified conflict within his family related to his expression of self-identity.

K first joined the program in the Fall of 2011, but didn't start attending regular sessions until partway through 2013. K is able to share his feelings with people that he trusts, but he often reports feeling "tired inside" and in the first few months of 2014, he seemed to be feeling worse than usual and reported that he has been cancelling appointments with people that he usually enjoys spending time with. At this time, his referee (a health care provider) was contacted, and she suggested that people within his circle of care organize a meeting. K joined the group at the end of the meeting. At this time, he seemed a bit nervous, but also happy to see this group of people in a room together, and said that he is happy to know that we each care about him. The results of this meeting led to increased mental health support within the health care system, increased social support through a referral to a group for young men with similar interests, and increased awareness for K that members of the community care about him.

When K completed his semi-annual RYMP survey, he chose "strongly agree" in response to the statement "I feel less stressed." This marked the first time that K expressed a decrease in the amount of stress he feels. Another milestone was reached during a RYMP session in April when he said, "I'm not happy, but I feel good inside." This feels like a remarkable accomplishment.

With this increase in confidence, K has been able to enrol in Art classes at Langara College, and is also planning to begin English language classes in 2015.

Before including this story, K was asked if he is comfortable sharing this information. He said yes, and wanted to include the following comment:

*"I feel safe here. I found people who care, and people I trust. So many things happened in two years for me, like becoming more independent, learning how friendship works, and finding ways to be happy, and to be me. I feel like I have changed on the inside and on the outside."*



## **Community Story of Change**

Youth Service Providers in Richmond have been discussing the possibility of launching a website for youth in Richmond, but for many years this idea has remained in the planning stage. The major challenges to face include a lack of web development abilities within the service provider community, as well as the question of funding (especially the funds needed to design and launch a custom website).

This year, a RYMP member asked if she could make a new website for the Media Lab. This community-based website development project is connected to her studies. Although the Media Lab does not need a new website at this time, the youth was interested in exploring the idea of creating a website for local youth, and a meeting was arranged to discuss the idea with the Richmond Community Services Advisory Council (RCSAC) Youth Sub-Committee. Discussions with committee member Danny Taylor led to the establishment of the domain [www.WhatsUpRichmond.ca](http://www.WhatsUpRichmond.ca) and the decision to build the site using Joomla.

The youth web designer, and RYMP's program facilitator, were able to complete training on the open source web development platform Joomla, paid for by the RCSAC. Once the website was designed, another RYMP member was selected as Youth Content Manager for the site.

In cooperation with Richmond's youth service agencies, the website is being populated with youth-friendly information and a directory of information on service agencies and recreation groups serving youth. What's Up Richmond is set to launch publicly in 2015.

[www.whatsuprichmond.ca](http://www.whatsuprichmond.ca)

## **Program development**

The most significant aspects of RYMP program development in the past year are outreach opportunities developed in partnership with Richmond Addictions Services and the Richmond School District.

### **Richmond Recovery Day Program**

The Richmond Recovery Day Program has been created by Richmond Addiction Services Society (RASS) to support youth/students who are entering into recovery or struggling to stay in recovery from substance use/misuse and mental illness.

The program provides support in a recovery based environment, through participation in support groups, individual/group/family counselling (as needed) and the myriad of services that support long term recovery.



In addition, these students will be supported by other community resources such as the Richmond Youth Media Program. Each Wednesday, the RYMP program facilitator is available for a 3-hour skill session, exploring topics that are of interest to the youth.

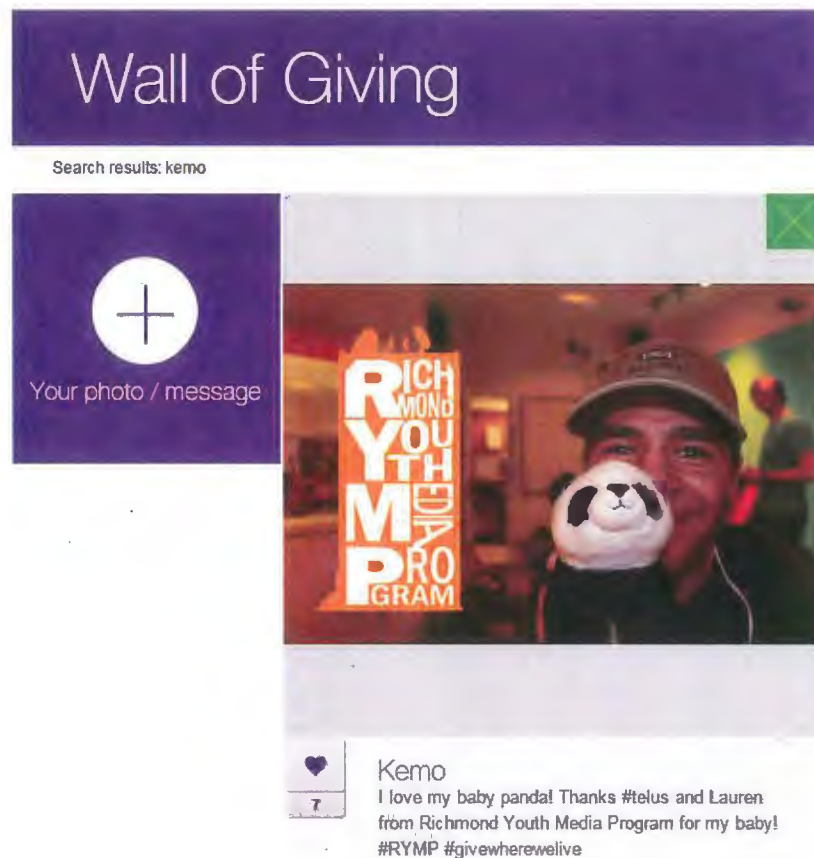
This program is supported by funding from the Telus Community Board. Telus Community Board representative Diane Clement came to the Media Lab for a cheque presentation. VIP community members in attendance included Mayor Malcolm Brodie, Coun. Linda McPhail, RASS ED Rick Dubras, RASS board members, Arts Manager Kim Somerville, Arts Coordinator Camyar Chaichian, Kim Somerville, plus RYMP members. A photo from the presentation was published in the Richmond Review.



**Mayor Malcolm Brodie, Coun. Linda McPhail, Richmond Addictions Services Society board members and staff, as well as Richmond Youth Media Program youth participated in a check presentation at the Richmond Media Lab. Diane Clement of the Telus Community Board presented a check for \$20,000. The money is a one year contribution to the Richmond Youth Media Program which was created in the Richmond Media Lab in 2011. The leadership program helps youth build their skills in media arts, connects them to peer and adult mentors and develop greater connections to the community.**

<http://www.richmondreview.com/eeditions/?iid=i2014112105043994>

RYMP members were also encouraged to post on the Telus “Wall of Giving”:



### Horizons Boys Group

Another outreach initiative has been launched with the Richmond School District (SD38) and the alternate program Horizons. Jon Lee-Son, a teacher at Horizons, approached the Richmond Youth Media Program with a proposal to support the school's Boy's Group, which meets every Friday after school.

The Boy's Group asked to "expand the type of activity it offers through skill sessions in the Media Lab, with the ultimate goal of the students accessing the Media Lab programs on their own." In return, school staff would "promote Media Lab programs, including the Richmond Youth Media Program (RYMP), to students attending the Alternate schools Horizons and Station Stretch. Currently several students who attend Horizons frequent the Media Lab and it's various programs, and this additional exposure to the Media Lab as part of school could strengthen the ties between the Media Lab and the Richmond School District."

A structure was set up so that the group could schedule a series of short skill sessions approximately three times per school year; each session includes a 2-hour lesson, taught once per week, for 3 weeks. In this way, Media Arts Specialist Lauren Burrows

Backhouse can introduce a new project during the first session, and then school staff could lead the group through the rest of the project.

The first series of skill sessions will begin in 2015.

## **Conclusion**

The Richmond Youth Media Program continues to attract new referrals, support media production throughout the community, and help youth develop new skills while building new connections.

Future opportunities include staff expansion (TELUS funding secured in 2014 will support additional staff hours), the implementation of the RYMP member recognition plan, and the development of a youth-run media production referral network.

*Thank you for your support!*

## Appendix A – Member referrals and community engagement opportunities

Member name	Details	Date completed	YOUTH PAID
HC	Referral to gender educator and activist Jaedyn Starr, for email advice	Jan 9?	n/a
JL	Referral to volunteer position with Cinevolution / Animation class	Jan	n/a
JO	Referral letter for Terry Fox Scholarship	Jan 25	n/a
RYMP	RYMP hosted a tour for 10 ISSofBC youth	Jan 25	n/a
SC	Referral to volunteer gig with Thompson CC (Prezi for AGM)	Jan/Feb	n/a
JL	Referral letter to VFS (accepted!)	Jan	n/a
KL	Referral letter to VFS (accepted!)	Feb	n/a
SY	DJ gig @ Family Day / CAF 2014	Feb 10	50
IC	DJ gig @ Family Day / CAF 2014	Feb 10	75
LL	DJ gig @ Family Day / CAF 2014	Feb 10	50
TR	DJ gig @ Family Day / CAF 2014	Feb 10	50
JB	DJ gig @ Family Day / CAF 2014	Feb 10	25
KL	Photo gig – headshots for Roving Youth Leader	Feb 20	n/q
RYMP	Contributed video PSA to Museum “Language of Learning” exhibit	Feb-Oct	n/a
SY	Pecha Kucha sound technician	Feb-Sept	hourly
EM	Referral to “Stop Sexual Exploitation” photo series / poster design	Feb/Mar	n/a
CY	Referral to “Stop Sexual Exploitation” banner design project	Feb/Mar	n/a
LL	DJ gig @ RYF Zenith-in-Action event	Apr 6	50
Elliot	DJ gig @ RYF Zenith-in-Action event	Apr 6	n/a
SS	Reference letter for student exchange (Glasgow & OTIS)	Apr 5	n/a
CZ	Community Service Reference for scholarship application	Apr	n/a
IC	DJ gig @ U-ROC Awards	May 3	n/a
JL	Photo booth volunteer @ U-ROC Awards	May 3	n/a
CY	Photo booth volunteer @ U-ROC Awards	May 3	n/a
RF	Registration volunteer @ U-ROC Awards	May 3	n/a
KL	Nominated as Outstanding Youth @ U-ROC Awards	May 3	n/a
HC	Nominated as Outstanding Youth @ U-ROC Awards	May 3	n/a
SY	DJ gig @ Richmond Arts Awards	May 6	75
IC	DJ gig @ Richmond Arts Awards	May 6	75
CL	Referred to Move for Health Day as volunteer	May 9	n/a
SY	Referred to Move for Health Festival as DJ	May 9	150
KM	Referral to AllWays LGBTQ youth group	May	n/a
JB	Reference for scholarship application	May	n/a
JO	Reference for scholarship application	May	n/a
VC	Referral to <i>The Village</i> for a volunteer tech position	May 21	n/a
EL	Referral to RCSAC for creation of “What’s Up Richmond?” website	Jun-Oct	50
EM	Lead for Youth Service Plan Update video production	June	n/a
ST	Assistant for Youth Service Plan Update video production	June	n/a
SC	Assistant for Youth Service Plan Update video production	June	n/a
JD	Referral to Kaleidoscope	June 12	n/a
RL	Tech support for Minoru Pavilion farewell celebration	July 4/5	n/a
VC	Tech support for Minoru Pavilion farewell celebration	July 4/5	n/a
CY	Volunteer for <i>Girl Rising</i> screening	June 19	n/a

CY	Volunteer photographer for <i>World of Dance</i>	June 21	n/a
RYMP	National Aboriginal Day video screening event with Pathways	June 21	n/a
SC	Referral letter for Library volunteer position	June 26	n/a
SY	DJ referral to Thompson "Show Off Skate Night"	July 11	50
CY	Reference letter for potential employers	July 12	n/a
CS	Culture Days radio host	Sept 27	n/a
HC	Culture Days radio host	Sept 27	n/a
JB	Culture Days radio host	Sept 27	n/a
MC	Culture Days radio DJ	Sept 27	n/a
SC	Culture Days radio DJ	Sept 27	n/a
MD	Culture Days radio DJ	Sept 27	n/a
ST	Culture Days radio operator	Sept 27	n/a
EL	Culture Days radio photographer	Sept 27	n/a
MH	Referral to become Media Lab volunteer (Fall 2014 Animation class)	Oct	n/a
MD	Kaleidoscope Gala DJ	Oct 9	n/a
JO	Referred to City of Richmond Street Banner Contest Judging Team	Oct 17	n/a
LH	Referred to specialized job fair for people living with a disability	Oct 18	n/a
ZV	Remembrance Day – video team (camera operator)	Nov	50
EL	Remembrance Day – video team (production assistant)	Nov	50
HC	Remembrance Day – video team (production assistant)	Nov	50
ST	Referred to Writer-In-Residence "Words Online" course	Nov	n/a
LD	Referred to Writer-In-Residence "Writing As A Career" workshop	Nov	n/a
AS	Thin Ice Youth Skate DJ	Dec	50
SC	Referred to Thompson Community Centre for AGM presentation	Dec	n/a
MS	Referred to Art Institute for audio recording opportunity	Dec	n/a

# Appendix B – RYMP member sign-in sheet



## me·dia lab

Saturday, April 19, 2014  
w/ Lauren

### Sign-in Sheet

	name	in	out	whatcha do today?	Skill session?	Ind. Project?	Comm-unity?	Monitor-ship?	Have a snack?
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

	name	in	out	whatcha do today?	Skill session?	Ind. Project?	Comm-unity?	Monitor-ship?	Have a snack?
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									

Notes:





## Public Works and Transportation Committee

Date: Wednesday, September 23, 2015

Place: Anderson Room  
Richmond City Hall

Present: Councillor Chak Au, Chair  
Councillor Harold Steves  
Councillor Derek Dang  
Councillor Ken Johnston  
Councillor Alexa Loo

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 Public Works and Transportation Committee held on July 22, 2015, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

October 21, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

### PRESENTATION

With the aid of a PowerPoint presentation (copy on file, City Clerk's Office), Cameron Cartiere, Associate Professor, Emily Carr University of Art and Design, presented on the Pollinator Pasture at Bridgeport Industrial Park. She advised that the public art pollinator pastures in Richmond and Kelowna are part of a larger, collaborative research project, noting that the projects aim to transform brown field sites and greenways into pollinator pastures, which are aesthetically pleasing, educational, and ecologically beneficial.

**Public Works & Transportation Committee**  
**Wednesday, September 23, 2015**

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Ms. Cartiere reviewed the various phases of the Pollinator Pasture at Bridgeport Industrial Park, and spoke of the design of the pasture including its shape as bumblebee wings and the various species of flowers utilized throughout the design. Also, she highlighted that in partnership with the Richmond Art Gallery and the City's Sustainability Department, several well-attended workshops that taught participants to make seeded paper from recycled paper from Richmond City Hall were held.

**PLANNING AND DEVELOPMENT DIVISION**

**1. TRANSLINK 2016 CAPITAL PROGRAM COST-SHARING SUBMISSIONS**

(File Ref. No. 01-0154-04) (REDMS No. 4618500 v. 2)

It was moved and seconded

- (1) *That the submission of pedestrian, bicycle and transit facility improvement projects for cost-sharing as part of the TransLink 2016 Bicycle Infrastructure Capital Cost Sharing Regional Needs Program and Transit-Related Road Infrastructure Program, as described in the report, titled, "TransLink 2016 Capital Program Cost-Sharing Submissions" dated August 17, 2015 from the Director, Transportation, be endorsed.*
- (2) *That, should the above submissions be successful and the projects receive Council's approval via the annual capital budget process, the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the funding agreements and the 2016 Capital Plan and the 5-Year Financial Plan (2016-2020) be updated accordingly dependant on the timing of the budget process.*
- (3) *That the Chief Administrative Officer and the Director, Transportation be authorized to execute a data licensing agreement with TransLink to obtain the 2011 Trip Diary dataset for Richmond.*

**CARRIED**

**ENGINEERING AND PUBLIC WORKS DIVISION**

**2. DRAINAGE, DYKE AND SANITARY SEWER SYSTEM BYLAW NO. 7551, AMENDMENT BYLAW NO. 9219**

(File Ref. No. 12-8060-20-009219) (REDMS No. 4505875)

In reply to a query from Committee, Romeo Bicego, Manager, Sewerage and Drainage, reviewed the City's notification protocol to homeowners with regard to completing inspection and maintenance on private property of the City's drainage and sanitary sewer systems.

2.



**Public Works & Transportation Committee**  
**Wednesday, September 23, 2015**

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It was moved and seconded

*That Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9219, be introduced and given first, second and third readings.*

**CARRIED**

3. **SERVICING AGREEMENT WITH ECOWASTE INDUSTRIES LTD.**  
(File Ref. No. 10-6060-01) (REDMS No. 4687425 v. 2)

In reply to a query from Committee, John Irving, Director, Engineering, advised that development cost charges will be triggered at the development permit stage of the project.

It was moved and seconded

*That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to finalize and execute a Servicing Agreement between the City and Ecowaste Industries Ltd., to fill and preload Savage Road between Williams Road to Francis Road and to fill and preload Francis Road from Savage Road to a point 210 m to the east, containing the material terms and conditions set out in the staff report titled "Servicing Agreement with Ecowaste Industries Ltd." dated August 31, 2015 from the Director, Engineering.*

**CARRIED**

4. **2015 CLOTHES WASHER REBATE PROGRAM UPDATE**  
(File Ref. No. 10-6650-02) (REDMS No. 4714455)

In reply to queries from Committee, Corrine Haer, Project Engineer, advised that as a result of lower than anticipated participation in the clothes washer rebate program that ran from May 1 to June 30, 2015, BC Hydro has extended the program from October 1 to November 30, 2015; also, she noted that the specifications for the fall campaign have been adjusted in an effort to increase participation. Ms. Haer advised that advertisements in the local newspaper and the distribution of posters throughout the City's facilities advise the public of the program, and she stated that the rebate program is currently offered for energy efficient clothes washers and toilets.

It was moved and seconded

- (1) *That the City extends the current partnership with BC Hydro to the end of this year to offer a combined rebate program, which will provide a rebate of up to \$200, equally cost shared between BC Hydro and the City, for the replacement of an inefficient clothes washer with a new high efficiency one; and*

3.

**Public Works & Transportation Committee**  
**Wednesday, September 23, 2015**

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- (2) *That the Chief Administrative Officer and General Manager, Engineering and Public Works, be authorized to execute an updated agreement with BC Hydro to extend the current program and update the specifications.*

**CARRIED**

5. **MANAGER'S REPORT**

(i) *TransLink 2015 Capital Program Cost-Sharing Submission*

Victor Wei, Director, Transportation, spoke to projects submitted as part of TransLink's 2015 Capital Program Cost-Sharing program, highlighting that the Crosstown Bikeway project has successfully received 50/50 funding from TransLink.

(ii) *Southwest Area Transport Plan Senior Advisory Committee*

Mr. Wei provided background information regarding TransLink's Southwest Area Transport Plan Senior Advisory Committee. He stated that Council appointed Councillor Au to serve on this Committee in July 2015, however a meeting has yet to be set; once the Committee begins meeting, staff will notify Council accordingly.

(iii) *BC Coast Weather*

Mr. Bicego referenced an article regarding El Niño weather patterns anticipated to hit BC's coast this year, noting that staff are continually carrying out maintenance works in an effort to be prepared for the anticipated extreme weather.

(iv) *Sewer Heat Recovery System*

In reply to queries from the Chair, Robert Gonzalez, General Manager, Engineering and Public Works, commented on the Gateway Theatre sewer heat recovery system, highlighting that the project has resulted in reductions in greenhouse gas emissions and cost savings in gas consumption. As a result of the project's success, Mr. Gonzalez advised that staff are examining the potential to implement similar technology to capture heat from the Gilbert Trunk sewer line.

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

It was moved and seconded

*That staff report back on the potential to recover heat from the Gilbert Trunk sewer line.*

**CARRIED**

**Public Works & Transportation Committee**  
**Wednesday, September 23, 2015**

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**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 Public Works and Transportation Committee of the Council of the City of Richmond held on Wednesday, September 23, 2015.

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Councillor Chak Au  
Chair

---

Hanieh Berg  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** General Purposes Committee

**Date:** September 14, 2015

**From:** David Weber  
Director, City Clerk's Office

**File:** 01-0100-01/2015-Vol  
01



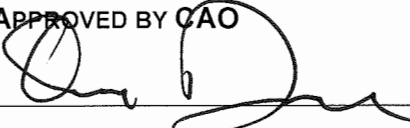
**Re:** December 2015 Council and Committee Meeting Schedule

### Staff Recommendation

1. That the Public Hearing scheduled for Monday, December 21, 2015 be re-scheduled to Tuesday, December 15, 2015 at 7:00 p.m. in the Council Chambers at Richmond City Hall;
2. That the Committee meetings scheduled for the week of December 21, 2015 be re-scheduled, if needed, to the week of December 14, 2015, as shown on Attachment 1 to the staff report dated September 14, 2015 from the Director, City Clerk's Office; and
3. That a Special Council meeting be called, as per standard practice, in conjunction with the last Committee meeting(s) before the holiday break, in order to ratify any Committee recommendations that are time-sensitive.

David Weber  
Director City Clerk's Office  
(604-276-4098)

Att. 1

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

## Staff Report

### Origin

Due to the fact that December 1<sup>st</sup> falls on a Tuesday this year, the Council Meeting schedule extends unusually late into December in 2015. Given this, and given the inconvenience to the public of attending Council and Committee meetings as well as a Public Hearing close to the holiday season, staff are recommending an adjustment to the Council meeting schedule.

In essence, staff propose to re-schedule the meetings that would otherwise have been held during the week of December 21 to 24 and instead schedule these meetings during the previous week of December 14 to 18. This revised schedule would be more convenient for the public in terms of attendance and would also allow enough time to complete the necessary business follow-up after the final Council meeting.

A calendar has been provided to assist in consideration of this proposal (Attachment 1).

The following specific changes are proposed:

- The Public Hearing would be held on Tuesday, December 15, 2015;
- The General Purposes Committee meeting (if one is needed) would be held on Monday, December 14, 2015;
- The Planning Committee meeting (if one is needed) would be held on Tuesday, December 15, 2015;
- A Special Council Meeting would be called in conjunction with the last Committee meeting (likely on December 16, 2015) in order to consider any time-sensitive matters that would require Council ratification prior to year-end.

### Financial Impact

None.

### Conclusion

It is recommended that the Council meeting schedule be adjusted as provided herein and that staff take all necessary steps to ensure that all matters requiring Council's attention and ratification prior to year-end are brought forward to the final Special Council meeting likely to be held on December 16, 2015 (the specific date and time will be confirmed by notice closer to the date).



David Weber  
Director City Clerk's Office  
(604-276-4098)

Att.1: December 2015 – Council and Committee Meetings

December 2015  
Council and Committee Meetings

# DECEMBER

Current

		1	2	3	4	5
6	GP 7	FC 8	PC 8	9	10	11
13	CO 14	CS 15	PH 16	PC 16	DP 16	17
20	GP 21	PH 21	PC 22*	CO 22	23	24
27	STAT 28	29	30	31	STAT 1 JAN	2 JAN
3 JAN	4 JAN	*Special Council Meeting				

# DECEMBER

Proposed

		1	2	3	4	5
6	GP 7	FC 8	PC 8	9	10	11
13	CO 14	GP 15	C 15	P 15	PH 15	17
20	21	22	23	24	STAT 25	26
27	STAT 28	29	30	31	STAT 1 JAN	2 JAN
3 JAN	4 JAN	*Special Council Meeting				



# City of Richmond

## Report to Committee

**To:** General Purposes Committee

**Date:** August 21, 2015

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

**File:** 10-6125-11-01/2015-  
Vol 01

**Re:** **Richmond's Ecological Network Management Strategy**

### Staff Recommendation

That the Ecological Network Management Strategy, as described in the staff report titled "Richmond's Ecological Network Management Strategy" dated August 21, 2015 from the Director, Engineering, dated August 21, 2015, be adopted.

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

Att. 3

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Parks Department Development Applications Policy Planning Arts Services	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

## Staff Report

### Origin

On November 9, 2012 Council adopted the *Richmond 2041 Official Community Plan (OCP)*. Chapter 9 of the OCP entitled “Island Natural Environment (and Ecological Network Approach)” provides direct support for the development of an Ecological Network in Richmond through Objective 1: “Protect, enhance and expand a diverse, connected and functioning Ecological Network.”

The Ecological Network Management Strategy – *Phase 1* report was presented to Council on April 28, 2014 and endorsed by Council for the purposes of public consultation. Public consultation took place between June and October 2014, while stakeholder engagement took place between Summer 2014 and Spring 2015.

The purpose of this report is to summarize the outcomes of engagement activities and present the final Ecological Network Management Strategy, which includes actions for the City to take over the long-term.

This report supports Council’s Term Goal #4 *Leadership in Sustainability*:

- 4.1 *Continued implementation of the sustainability framework*
- 4.2 *Innovative projects and initiatives to advance sustainability*

### Analysis

The Ecological Network Management Strategy provides a comprehensive framework for managing and guiding the decisions regarding the city-wide system of natural areas in Richmond and the ecosystem services they provide on City, public and private lands. Many past and current City actions, initiatives and projects have enhanced Richmond’s natural environment. The Strategy provides a comprehensive approach to complement, align, and inform the City’s planning and regulatory context in order to continue strengthening and enhancing Richmond’s natural spaces. The Ecological Network Management Strategy is intended to be opportunistic and collaborative, setting out priority actions and initiatives for the ongoing enhancement and long-term implementation of the Ecological Network.

### Ecological Network Vision and Goals

The following vision for the Ecological Network was developed in consultation with staff across City departments, and benefited from input from the public and stakeholders:

*The Ecological Network is the long-term ecological blueprint for the collaborative management and enhancement of the natural and built environments throughout the City, within neighbourhoods, and across land-uses and development types in order to achieve ecologically connected, livable and healthy places in which residents thrive.*



Four goals for improving and strengthening the Ecological Network over time guide actions in the Strategy:

1. Manage and Enhance our Ecological Assets
2. Strengthen City Green Infrastructure
3. Create, Connect, and Protect Diverse and Healthy Spaces
4. Engage through Stewardship and Collaboration

The Ecological Network Management Strategy is presented in four parts:

- Part 1: What is Richmond's Ecological Network
- Part 2: Ecological Network Management Context
- Part 3: Consultation
- Part 4: Strategy Areas and Actions

### Part 1: What is Richmond's Ecological Network

The Ecological Network (EN) is comprised of Richmond's natural and semi-natural areas, including terrestrial (land-based) areas, shoreline, and riparian zones. The Richmond Nature Park, Terra Nova Rural Park, Sturgeon Bank, the South Arm Islands, Northeast Bog as well as smaller-scale natural areas such as backyards, parks, school yards, and old fields are all part of the Ecological Network. These areas of the EN support ecosystem services on which the City and its residents depend, including wildlife habitat, erosion protection, pollination and food production, water filtration, drainage, flood mitigation, recreation and aesthetics. Another key component of the EN is to incorporate more green infrastructure into developing and redeveloping neighbourhoods. Green infrastructure refers to natural or constructed features that support ecosystem services, such as habitat provision, flood protection, clean air and water, and rainwater management.

There are six (6) key components that form Richmond's EN:

- Hubs: the large natural areas in Richmond (> 10 hectares) that make up the core of the EN
- Sites: smaller, more discrete areas of 0.25-10 hectares of natural ecosystems, that provide 'stepping stone' connections between hubs
- Corridors and Connectivity: linkages between hubs that facilitate the movement of species, water, nutrients, and energy
- Shoreline and Riparian Areas: Buffers to sensitive watercourses and the edge of the Fraser River. Many also function as wildlife corridors and greenways.
- Parks and Greenways: Most developed parks lack sufficient natural vegetation to be considered hubs or sites, but they still provide ecosystem services and are priority sites for various degrees of restoration, especially given the majority are under City control
- Matrix: land lying between the other components of the EN outlined above, encompassing most of the City's land-base, many opportunities exist to restore ecological features and functions through the creation of green infrastructure on this land.

The Ecological Network components are illustrated in Attachment 1.

## Part 2: Management Context

The Strategy approaches ecological management through the lens of collaboration and integration, and selectively integrates with other City structures and frameworks that already exist in order to strengthen them. The EN does not aim to create a series of new regulations and policies, but complement and where appropriate, inform the current planning and regulatory context in order to strengthen and enhance the City's natural spaces.

Currently, the EN is already supported by a range of regional and City policies, regulations and plans. The Richmond 2041 OCP directly lays the foundation for the EN through a series of objectives and policies. Other recent City strategies that directly support and influence the EN include the 2022 Parks and Open Space Strategy, the Garden City Lands Legacy Landscape Plan, and the Integrated Rainwater Resource Management Strategy (under development). The City's Environmentally Sensitive Areas, Riparian Management Areas, and certain bylaws (e.g. Watercourse Protection and Crossing, Pesticide Use Control and Pollution Prevention bylaws) also strengthen the EN. At a regional level, Metro Vancouver's *Ecological Health Action Plan* identifies the development of a regional green infrastructure network, and Richmond's EN positions the City as one of the leaders in shaping this regional network.

The EN also includes lands in Richmond outside of the City's ownership, including private lands and other public lands. Though some areas are under the jurisdiction of other landowners and senior governmental agencies, collaborative opportunities exist to establish connectivity between City, private and public EN lands.

## Part 3: Consultation Process

To ensure that the Ecological Network Management Strategy remains a pragmatic and evolving strategic document, input and feedback was sought from internal and external stakeholders. The intent of consultation was to gather input to inform the development of the Strategy's action plan. The consultation process also served as a platform to deliver education and awareness about Richmond's environment and the Ecological Network.

Internal stakeholder consultation was conducted with the Advisory Committee on the Environment (ACE) and Agriculture Advisory Committee. A number of comments were received in particular from ACE members, supporting the focus on ecological protection in agricultural areas, reduction of habitat loss and fragmentation, review of existing bylaws, and collaboration across jurisdictions. Internal stakeholder consultation was also conducted with various internal City staff departments.

Public consultation was delivered between June and October 2014 through an online survey and an Ecological Network booth hosted at multiple community events. The Ecological Network booth was hosted by City staff, provided background materials and information on the Ecological Network, and gave residents the opportunity to talk with staff on ideas and issues related to Richmond's natural areas. The booth was present at a total of ten community events, including the Steveston Farmers & Artisans Market, Reptile Show, Blueberry Sale & Tea, Richmond Maritime Festival, Richmond Raptor Festival, Cambie Outdoor Movie Night,

Summer West Fest, Garlic Festival, Best Catch Sustainable Seafood Festival, and Culture Days. In addition, staff also delivered four Ecological Network-themed youth workshops to summer day camps at the Hamilton, West Richmond, and City Centre community centres.

The Ecological Network online survey was available between August to October 2014, and received over 130 responses. Common themes regarding Richmond's Ecological Network, that emerged from the survey responses, as well as conversations with residents include:

- Keep remaining natural areas in the city as they are and protect them from future growth and development;
- Strike a balance between accommodating development and preserving natural areas;
- Prevent habitat fragmentation and loss;
- Encourage development that incorporates green space, parks, greenways, and watercourses;
- Protect agricultural land from development, and limit construction that does not suit the rural environment;
- Integrate the environment as a strong consideration during planning and development;
- Acquire ecologically valuable lands to preserve and protect them from development pressures;
- More litter clean-ups; and
- More education and engagement about environmental stewardship.

#### Part 4 – Strategy Areas and Actions

In order to prioritize and guide future actions, the recommended action plan for the Ecological Network Management Strategy is structured around ten EN Strategy Areas. Strategy Areas are defined geographically by vegetation distribution, land-use, and stewardship and development opportunities. The purpose of using Strategy Areas is four-fold:

- To provide an overview of Richmond's current ecological assets;
- To identify and group the key areas of the City in order to focus future actions where most appropriate;
- To provide tailored guidance on how the Ecological Network can be strengthened by different vegetation/ land-use types within the City; and
- To identify the unique issues, opportunities and management objectives that pertain to the enhancement and enrichment of the Ecological Network in specific areas.

Strategy Areas are identified in Attachment 2.

The Ecological Network Management Strategy is intended to be implemented through an opportunistic, integrated and collaborative approach. Therefore, the Strategy's action plan seeks to integrate and align the Ecological Network into processes already occurring throughout many different City departments. Importantly, recommended actions and initiatives are designed to complement and build on many existing City processes, policies, and plans. This approach serves

to maximize current and future land-use and development policies, guidelines, partnerships, City-wide initiatives, and area-specific projects.

The recommended actions are tailored to each Strategy Area, addressing the unique issues, opportunities and Ecological Network management objectives for that area. The following actions are recommended to be prioritized in the short-term:

- Develop riparian management tools to further protect and restore riparian areas;
- Develop an Invasive Species Action Plan to guide early detection, mapping, priority management and restoration solutions for invasive plants and pests;
- Implement at least one showcase project per year for the Bath Slough Revitalization Initiative, and other sloughs when opportunities arise;
- Collaborate with other stakeholders to promote and support backyard naturalization and stewardship programming; and
- Seek ongoing integration of Ecological Network features into capital projects.

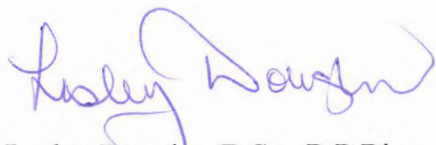
On an annual basis, staff will report out on completed and ongoing Ecological Network projects and confirm action priorities for subsequent years.

### **Financial Impact**

No cost at this time. Potential costs to implement the *Ecological Network Management Strategy* would be addressed through staff time (e.g. outreach and engagement), while other actions (acquisitions, infrastructure) would be submitted for Council consideration in future budget processes.

### **Conclusion**

Richmond's 2041 Official Community Plan has provided strong direction for an Ecological Network approach for the management of Richmond's ecological resources. While several City policies and plans are currently serving to guide ecological management, the Ecological Network Management Strategy provides more clarity for how the broad network can be managed for maximum community benefit. Public and stakeholder consultation provided direction on priorities for environmental management, and the resulting action plan developed for the Ecological Network Management Strategy provides a framework to align, collaborate and integrate City actions with respect to environmental management. The Strategy presents an opportunistic pathway forward to establish a foundation for the long-term preservation, enhancement and connectivity of ecological assets in Richmond.

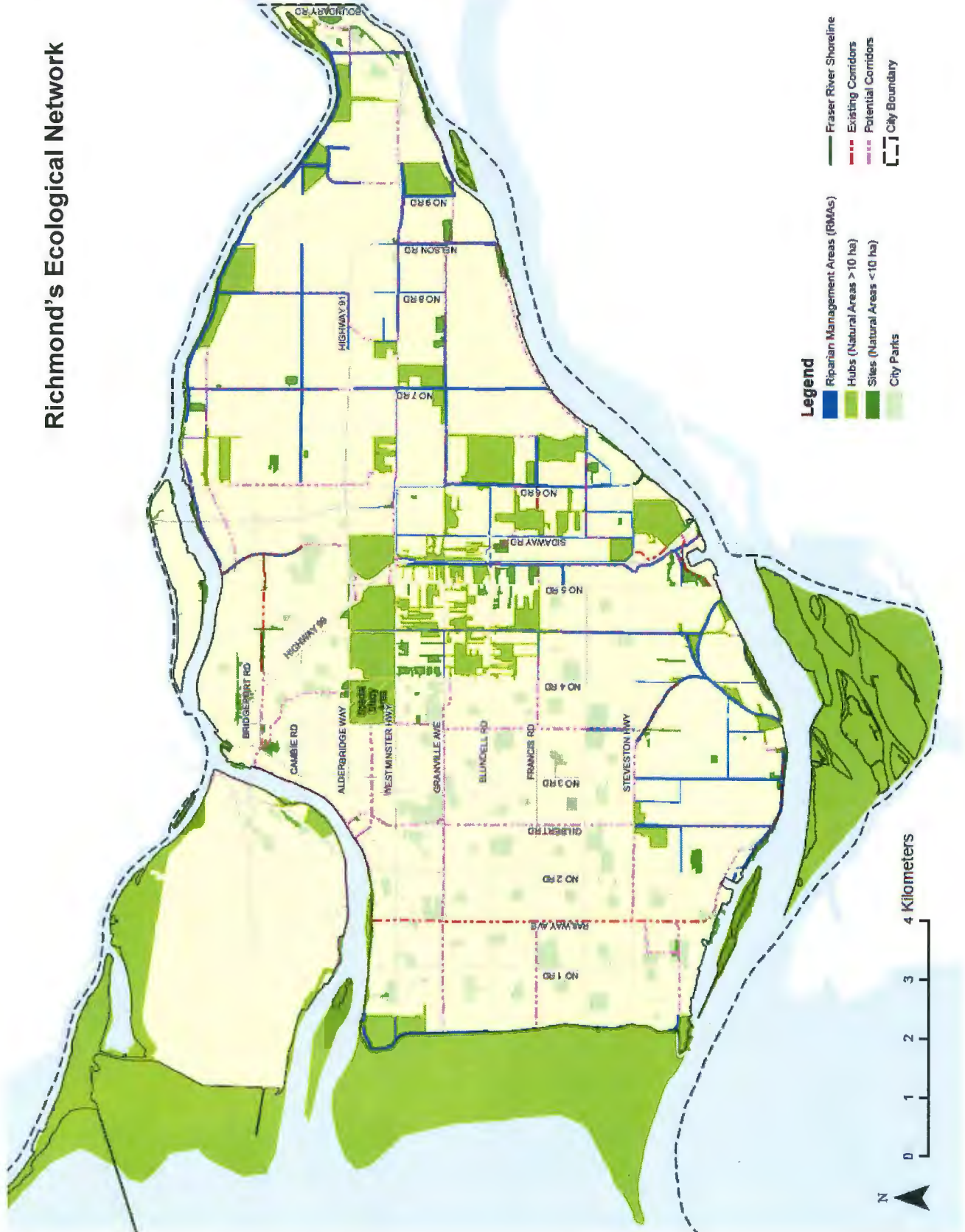


Lesley Douglas, B.Sc., R.P.Bio.  
Manager, Environmental Sustainability  
(604-247-4672)

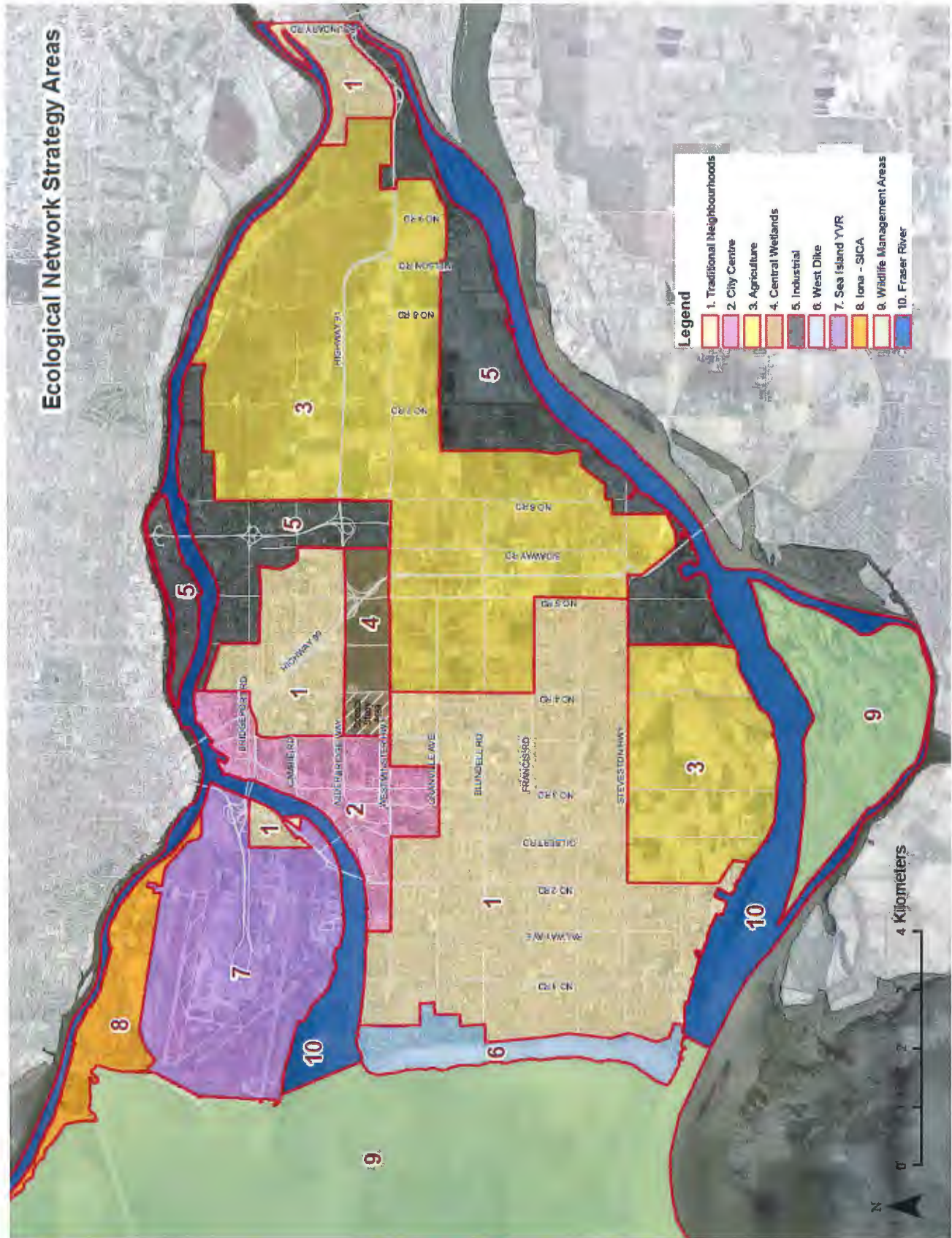
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- Att. 1: Richmond's Ecological Network
- Att. 2: Ecological Network Strategy Areas
- Att. 3: Ecological Network Management Strategy

Richmond's Ecological Network









# Richmond's Ecological Network Management Strategy August 2015



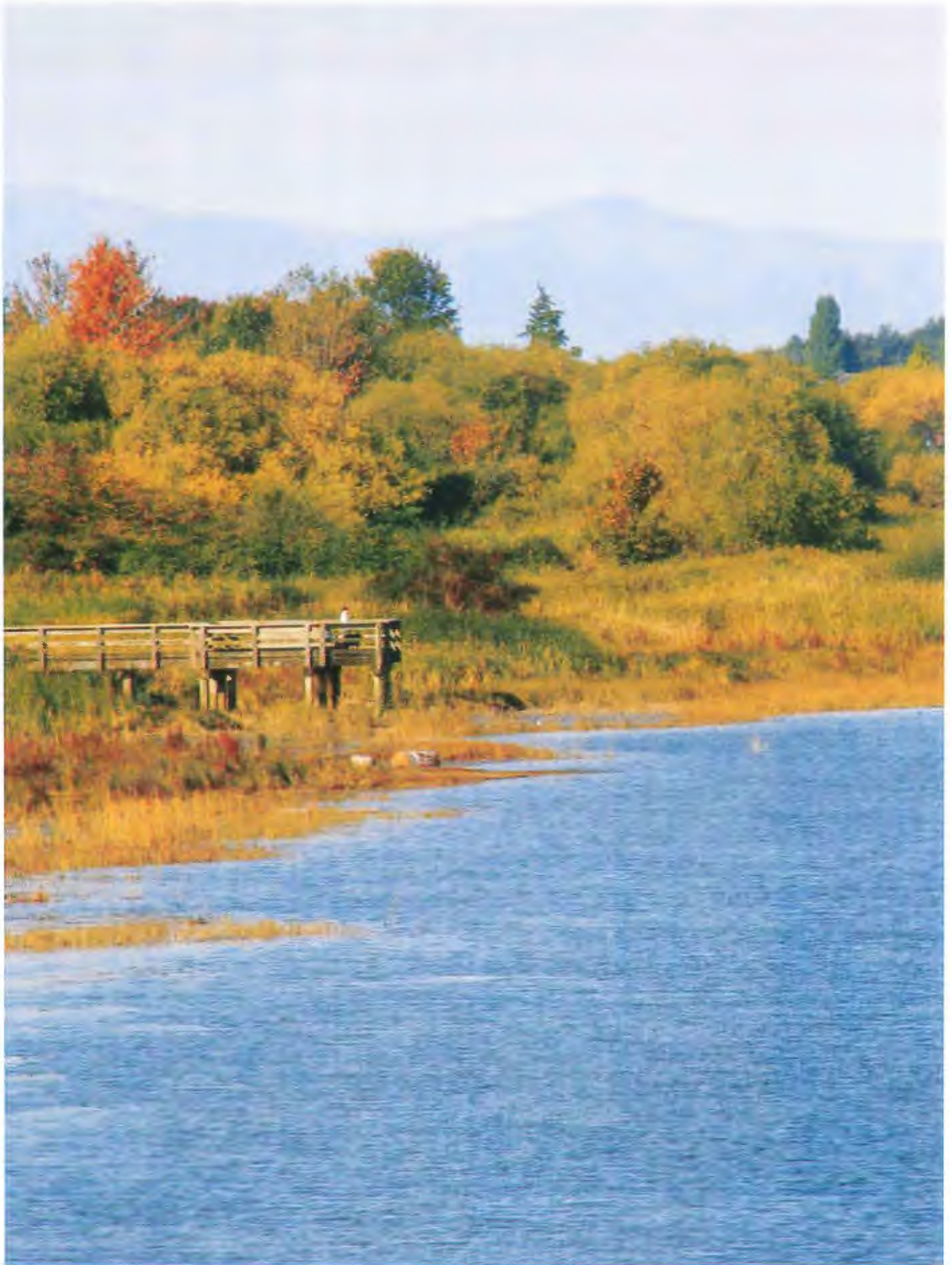


## **Acknowledgements**

This document was prepared by the City of Richmond Engineering and Public Works Division—Sustainability & District Energy Section. We would like to acknowledge the contribution of Raincoast Applied Ecology in the development of this report. We would also like to thank the many staff across the City who have provided their insight and expertise into this strategy.

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## EXECUTIVE SUMMARY

Richmond's neighbourhoods, parks, schools, and roads are interwoven with our natural landscape. Natural areas like Bath Slough, Terra Nova Rural Park, Iona Beach, and Richmond Nature Park are unique and essential parts of the city's landscape. Richmond's residents have a particularly strong connection to the dike trails, foreshore marshes, cottonwood forests, and sloughs which reflect the city's unique location at the mouth of the Fraser River. This system of natural areas—wetlands, forests, shorelines, and old fields - is the basis of the Ecological Network (EN). The principle underlying the use of the EN is that effective management of ecological systems must occur at the city-wide scale. Richmond's EN encompasses the whole city but emphasizes the importance of large natural areas such as provincial Wildlife Management Areas, regional parks, and private lands with significant natural areas such as large wetlands or old fields.

The EN was first introduced with the adoption of the Richmond 2041 Official Community Plan (OCP), within Chapter 9, entitled Island Natural Environment (an Ecological Network approach). The EN is consistent with the draft Metro Vancouver Regional Green Infrastructure Network, and is supported by a range of regional and City policies, regulations and plans.

The Ecological Network Management Strategy provides a framework for managing and guiding decisions regarding the city-wide system of natural areas and the ecosystem services they provide. The Strategy does not aim to create a series of new regulations and policies, but complement and where appropriate, inform the current planning and regulatory context in order to strengthen and enhance the City's natural spaces.

## Why an Ecological Network Management Strategy in Richmond?

The Ecological Network is a strategic approach to managing Richmond's natural areas. As in nature, no component of the Ecological Network exists in isolation, every piece is connected and exerts impacts and influences on surrounding environments. By managing Richmond's natural areas as components of the same Network, synergies between natural and built environments, policies, regulation, and community vision can be identified and addressed. Also, this approach can strategically manage and coordinate actions in a manner that strengthens the network and ultimately, the ecological health and livability of Richmond. These synergies extend to reflect community values and support a vision of ecology, health, recreation and resilience - thus shaping a unique opportunity for a "made in Richmond" holistic approach to land use and liveability. Using a Ecological Network Management Strategy allows the City to identify tools and common goals that are mutually supportive, building on and connecting existing strategies with emerging priorities.

This Strategy is founded upon a suite of Ecological Network fundamentals that prioritize integration with existing City initiatives, processes, policies and projects rather than the initiation of anything new.

- Opportunistic pursuits and results. Building upon what is already happening in the City.
- Consistency, alignment and connectivity with existing City initiatives, processes, policies and projects
- Clarity of context and content. The EN builds upon City initiatives, processes, policies and projects that are already in place. Through the alignment, collaboration and integration of City action, the EN represents an opportunistic pathway forward to establish a pragmatic foundation for the preservation, enhancement and connectivity of ecological lands in Richmond.

## Richmond's Ecological Network

The Ecological Network is defined as the inter-connected system of natural and semi-natural areas across Richmond's landscape, including terrestrial, marine (shoreline and intertidal), and riparian areas. Ecologically valuable areas, regardless of ownership, are identified as part of Richmond's EN, as they support habitat for birds and wildlife, and provide critical ecosystem services - the benefits that the city and its residents obtain from the environment. Based on size and land use characteristics, the natural areas of the EN are categorized as ecological hubs, sites, corridors, shoreline and riparian areas, and parks. Much of the EN is located outside of the dike, or within the Agricultural Land Reserve, highlighting the importance of collaborative actions with other levels of government to manage the EN.

In addition, green infrastructure is also a defining feature of the EN. Green infrastructure complements traditional 'grey infrastructure' (i.e. roads, sewers) by employing natural features that provide essential ecosystem services such as drainage, erosion protection, flood mitigation, water filtration, as well as cultural value, recreation and aesthetic beauty. Green infrastructure can include community gardens, rain gardens, bioswales, green roofs, and watercourses.

Effective management of Richmond's EN involves protecting and connecting the existing natural areas whenever possible, and incorporating more green infrastructure into developing and redeveloping neighbourhoods.





## Vision & Goals

The following vision and four supporting goals were identified for improving and strengthening the Ecological Network over time:

**Vision:** *The Ecological Network is the long-term ecological blueprint for the collaborative management and enhancement of the natural and built environments throughout the city, within neighbourhoods, and across land-uses and development types in order to achieve ecologically connected, livable and healthy places in which residents thrive.*

**Goal 1: Manage and Enhance our Ecological Assets**

**Goal 2: Strengthen City Infrastructure**

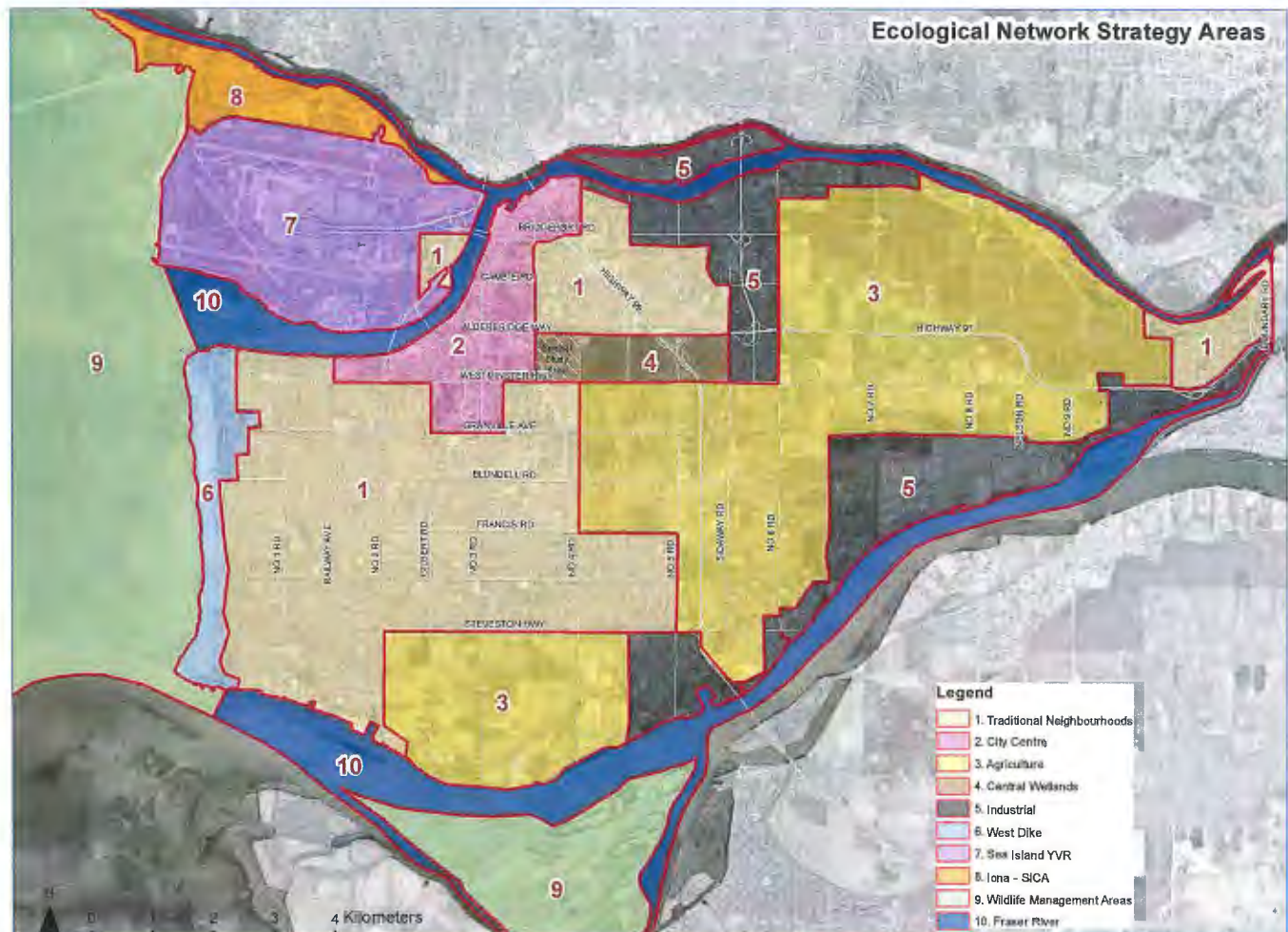
**Goal 3: Create, Connect and Protect Diverse and Healthy Spaces**

**Goal 4: Engage through Stewardship and Collaboration**

## Strategy Areas

Ten (10) strategy areas are used to guide the application of the Ecological Network throughout the city. Strategy areas geographically characterize Richmond based on vegetation type, land-use, and stewardship and development opportunities. Strategy areas provide an on-the-ground guide that reflects the current condition of the EN, while also serving to identify priorities for the long-term evolution of the network. The purpose of using Strategy Areas is four-fold:

- To provide an **overview of Richmond's current ecological assets;**
- To **identify and group areas** of Richmond to focus future specific actions where most appropriate;
- To **tailor guidance on how the EN can be strengthened** within different vegetation and land-use types within Richmond; and
- To **identify the unique conditions** that pertain to the enhancement and enrichment of the EN in specific areas.



### Actions

The implementation of the Ecological Network Management Strategy is articulated through a series of recommended actions and initiatives (detailed within Part 4). The actions are tailored specifically to each Strategy Area, building off the unique issues and opportunities and specific management objectives.

The actions seek to establish an implementation approach that integrates and aligns the Ecological Network into processes occurring throughout many different City departments. The actions are designed to complement and build on many existing City processes, policies, and plans. Actions within each Strategy Area are identified at both the local and city-wide scales to create a comprehensive approach to strengthening the EN.

Recommended actions are grouped into four (4) focus areas, which represent the EN's various areas of application within the City's planning, development, and operational context

- Green Infrastructure & Development
- Vegetation, Habitat & Wildlife
- Parks & Public Lands
- Stewardship & Collaboration

By using the framework of the Strategy Areas and supportive actions, it is clear that the EN has a role to play on public and private lands, in both natural and built environments, and as a catalyst for stewardship and community action.

This Strategy is intended to be implemented through an opportunistic, integrated and collaborative approach. The approach serves to maximize current and future land-use and development policies, guidelines, partnerships, City-wide initiatives, and area-specific projects. Plans, projects and processes which collectively implement the EN will demonstrate how this framework for on-the-ground action will be incorporated within the City's planning and development context.





## Consultation & Engagement

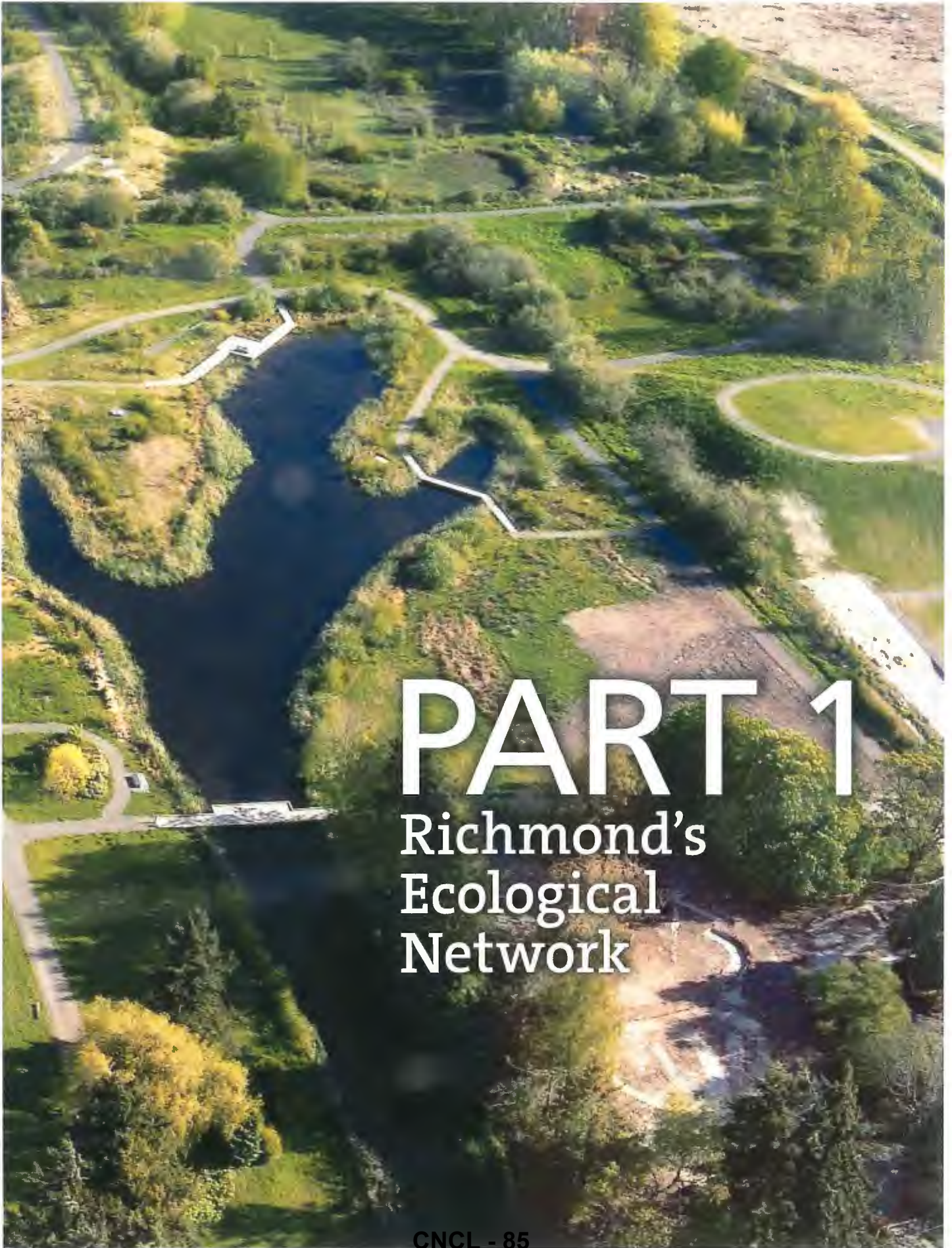
To ensure that the Ecological Network Management Strategy is pragmatic and evolving, input and feedback on the EN was sought through consultation and engagement. The intent of consultation was to gather input to inform the recommended action plan. The consultation process also served as a platform to deliver education and awareness about the EN and Richmond's natural environment. Information gathered throughout consultation provided a snapshot of residents' concerns and priorities related to Richmond's natural areas and environmental stewardship.

Stakeholder consultation was conducted with various internal city staff departments and City advisory committees. Public consultation was carried out from June to October 2014, by the means of an Ecological Network booth, hosted by City staff at approximately 15 community summer events. An online survey was also made available from August to October 2014. It is estimated that several hundred people were engaged through these formats. Many common themes emerged from survey responses and conversations with residents regarding opportunities and issues for the Ecological Network:

- **Keep remaining natural areas** in the city as they are and protect them from future growth and development
- **Strike a better balance** between accommodating development and maintaining natural areas in the city
- **Prevent habitat fragmentation and loss** from development activities, emphasize preservation of native vegetation and wildlife corridors
- Encourage **development designs that incorporate green space**, parks, greenways, and watercourses
- **Protect agricultural land from development**, and limit construction that does not suit the rural environment
- **Plan holistically** to ensure the environment is a strong consideration during planning and development
- The City should **acquire ecologically valuable lands** to preserve and protect them from development pressures
- Organize **litter clean-ups in natural areas**, e.g. in waterways affected by illegal dumping, and pollution
- **Educate and engage residents** of all ages about stewardship and healthy environment benefits







# PART 1

Richmond's  
Ecological  
Network



## What is the Ecological Network?

The Ecological Network is the inter-connected system of **natural areas** across Richmond's landscape. It is composed of both terrestrial and marine (shoreline and intertidal) areas. It includes prominent natural areas such as Richmond Nature Park, Sturgeon Bank and the South Arm Islands Wildlife Management Areas, as well as larger urban parks, the Fraser River foreshore, watercourses, and riparian areas. It also includes old fields, bog forests, and wetlands found in agricultural areas and other private lands with significant natural areas. The EN also comprises incorporating more **green infrastructure** into developing and redeveloping neighbourhoods.

Richmond's EN was identified using a science-based approach to mapping and assessment that recognizes the importance of a system of natural areas for protecting ecological features and functions across landscapes. The identification of the EN was completed using Geographic Information Systems (GIS) and the principles of landscape ecology, conservation biology and ecosystem services to identify lands and features critical to long-term ecological health. More detailed information on

this approach is provided in Appendix 2.

The EN approach has been used successfully to identify priorities for environmental management in other jurisdictions at both large (e.g., Metro Vancouver) and small scales (e.g., City of Edmonton, City of Surrey).

Woven into the EN is the emerging concept of **ecosystem services**, which both natural areas and green infrastructure provide. Simply put, ecosystem services are the benefits people obtain from ecosystems. In Richmond, examples of ecosystem services include the storage of rainfall in the pond in Garden City Park, foraging habitat for migrating sandpipers in the intertidal mudflats, the storage of carbon in plant material in the bog soils of Richmond Nature Park and the North-East Bog Forest, and the pollination of hundreds of hectares of blueberries by native bees and honeybees. Even the recreational value of parks and greenways is an ecosystem service provided to the residents of Richmond that helps maintain healthy neighbourhoods and increases the livability and land value of the city. Ecosystem services are enhanced through green infrastructure, the physical components of the natural and built environment that provide these services.



## Vision & Goals

The Official Community Plan (OCP) states that Richmond's population is expected to increase by 80,000 people by 2041. While the City is preparing to accommodate this growth through infrastructure expansion and the updating of Area Plans, the City will also seek to enhance and expand the natural spaces and green infrastructure that currently make Richmond a healthy, liveable City.

In order for the EN to serve as a relevant and evolving tool for managing Richmond's natural areas, the EN must be future-thinking and set the course for implementation at various scales and through a diverse and flexible set of means. Chapter 9 of the OCP supports this course of action, and the following vision and goals will ensure the EN's continued relevance over time.

**Vision:** *The Ecological Network is the long-term ecological blueprint for the collaborative management and enhancement of the natural and built environments throughout the city, within neighbourhoods, and across land-uses and development types in order to achieve ecologically connected, livable and healthy places in which residents thrive.*

## Goals

The EN is built upon four primary goals, each one contributing to the achievement of the vision, and each one lending itself to the opportunistic and collaborative approach outlined below.

### 1. Manage and Enhance our Ecological Assets

Richmond is home to a unique mix of diverse ecological places; many of which are managed through a range of municipal, provincial and federal levels of jurisdiction. The EN seeks to ensure that these protected areas remain so and are actively monitored and enhanced over time so they continue to provide the ecological services vital to community health.

### 2. Strengthen City Infrastructure

There is vast opportunity to expand the traditional approach to infrastructure in the City through the inclusion of green infrastructure. The EN seeks to not only identify priority areas where the incorporation of green infrastructure into the built environment will enhance building and street performance and efficiency, but also where it will positively contribute to the public realm in terms of ecosystem service provision, education and amenity. Green infrastructure ensures resilience of the built environment while strengthening its connection with the community.

### 3. Create, Connect and Protect Diverse and Healthy Spaces

Complimenting the management and enhancement of our current protected ecological assets (Goal #1), is the need to strategically identify unprotected ecological assets under threat and create a variety of new protected spaces that will be connected to and enrich the existing Network. The EN seeks to identify these areas in a manner that is opportunistic; working with the current and potential function of present ecology, the needs of the community, and future development processes.

### 4. Engage through Stewardship and Collaboration

Central to the continued success of the EN is the community's sense of stewardship over the Network at different scales and levels of participation. The EN seeks to ignite collaboration and stewardship through community involvement and engagement at all levels of EN delivery.





## Components of the Ecological Network

The natural and semi-natural areas of the Ecological Network vary considerably in size, condition, and ecological value. The components of the EN are defined below:

**HUBS** are the largest natural areas in Richmond and are generally greater than 10 hectares. They are the core of the EN. Hubs are capable of supporting entire and diverse populations of animals and plants and associated ecological functions.



**SITES** are smaller (e.g., 0.25–10 hectares), more discrete non-linear areas of natural ecosystems which support smaller or less diverse populations of animals and plants. These lands play an important role in increasing the structural or functional connectivity of the network by providing “stepping stones” as connections between hubs.



**CORRIDORS AND CONNECTIVITY ZONES** provide linkages between hubs that facilitate movement of species, water, nutrients, and energy. Some may be linear corridors that are largely natural and functioning. Others may be zones of connectivity where there is not a single defined route.

As shown at right, Bath Slough connects King George Park with the Fraser River through a linear corridor composed of watercourse, shrubs, grass, and mixed forest. The fairways of Quilchena Golf & Country Club provide a connectivity zone which maintains wildlife movement along the West Dike, south of Terra Nova Rural Park.





**SHORELINES** provide important buffers to sensitive watercourses and the edge of the Fraser River. These ecosystems are included as part of the EN in recognition of their important role in protecting the function of adjacent aquatic ecosystems. Many shoreline and riparian areas are linear in form and also function as wildlife corridors or greenways. Stable shoreline zones help maintain the ecological health of adjacent intertidal marshes and mudflats. They are also important sites to manage during development and redevelopment when ecological features such as riparian vegetation can be protected or restored.



**RIPARIAN AREAS** are also an important part of the EN. The City's Riparian Management Areas are recognized as transitional areas between aquatic and terrestrial zones, with a broad range of ecological functions including shading watercourses, filtering runoff, providing nesting and feeding areas for birds and mammals, and acting as wildlife corridors in urban landscapes.

**PARKS AND GREENWAYS** often range widely in their naturalness and ecological function. However, as most are under City control, these public lands represent some of the best opportunities for future City-led ecological restoration or enhancement projects. Most developed parks lack sufficient natural vegetation to be considered hubs or sites, but they still provide ecosystem services and are recognized as high priority sites for various degrees of restoration. The City can play a leadership role in EN protection and improvement by further managing some of them for ecological enhancement.



**MATRIX** is the remainder of the land between the hubs, corridors, and other components of the EN. The Matrix is important because it encompasses most of the land base in the City. It includes many smaller ecological features and also provides many opportunities to restore ecological features and functions through restoration measures and the creation of green infrastructure. The matrix can contribute to the overall function and health of the EN.



**GREEN INFRASTRUCTURE** EN components are not limited to just natural and semi-natural areas, but another key component is 'green infrastructure'. Green infrastructure complements traditional infrastructure, such as roads and sewers, and it advances the sustainability of City infrastructure by employing natural features. Effective management of Richmond's EN requires incorporating more green infrastructure into developing and redeveloping neighbourhoods, as well as the protection and connection of natural areas whenever possible.

Green infrastructure encompasses the components of the natural and built environment that provide ecosystem services. Watercourses and wetlands are examples of green infrastructure - they can include both natural and constructed features, provide ecosystem services for drainage, erosion protection, flood storage, and water filtration, and can also support recreation and aesthetic benefits. Other examples of green infrastructure are the constructed wetland at the Richmond Oval, the Hollybridge canal enhancement, Railway Greenway stormwater and habitat provisions, and the large stormwater wetland in Garden City Community Park. The City's draft Integrated Rainwater Resource Management Strategy also supports the development of green infrastructure.





## Ecological Network Highlights

- **About 23% of the City's total area, including intertidal and marine areas, is within the EN.** Almost 2/3rds of the EN is comprised of large hubs, of which over half are marine and intertidal areas. Sites account for <1% of the network, while shoreline and riparian zones make up about 5%.
- A total of **38 hubs and 103 sites** were identified in Richmond's EN.
- **Hubs range from well-known natural areas** such as Richmond Nature Park, Sturgeon Bank and South Arm Islands Wildlife Management Areas, Terra Nova Rural Park, and the Sea Island Conservation Area (SICA), to lesser known areas such as Horseshoe Slough, Northeast Bog Forest, cottonwood forests along River Road, and bog forest areas on either side of Shell Road.
- The **five largest hubs** within the EN are Sturgeon Bank (1,025 ha), South Arm Islands (807 ha), Sea Island Southwest (501 ha; predominantly the mudflats west of airport and south of Iona Jetty), Iona Island (269 ha), and Sea Island North (252 ha).
- **Most of Richmond's hubs are either outside of the dike (approx.70%) or within Richmond's Agricultural Land Reserve (approx. 30%).** Less than 1% of Richmond's hubs are inside the dike and not in ALR lands. This highlights the importance of Richmond's agricultural areas in contributing to ecological values, especially those which have remained uncultivated and/ or representative of native bog forest environments. It is also an indicator of how few natural areas have been protected within the urban (non-agricultural) areas of Richmond.
- The **largest hubs on Lulu Island** are along River Road (82 ha; River Road between Kartner Road and Nelson Road), Fraser Lands West (72 ha; west of South Shore port between No. 6 Road and No. 7 Road), Terra Nova (66 ha), and Horseshoe and Finn sloughs (63 ha). With the exception of Terra Nova, all of these hubs are located within the Agricultural Land Reserve.
- **Sites are frequently located adjacent to foreshore areas, along watercourses, in agricultural areas, or along transitions between different land use types.** Sites include an area in the West Cambie neighbourhood, small foreshore parks such as the off-leash Dog Park (along South Arm of the Fraser River), and Hamilton Highway Park (along Highway 91).
- **Concentrations of sites** also exist within the Bridgeport, West Cambie, Broadmoor, and Hamilton neighbourhoods of Richmond.
- **Connectivity is generally poor because of the intensity of urban or agricultural land use throughout Richmond.** Many corridors were classified as non-functioning or impaired. However, some areas have better than anticipated connectivity (e.g., central Richmond), as well as areas where connectivity can be improved through the creation of greenways and linear parks.



## Importance of Agricultural Lands within the Ecological Network

Richmond's agricultural lands play a critical role in maintaining the City's environmental values and ecosystem services. 30% of EN lands fall within the Agricultural Land Reserve, lands which are essential for food production and provide most of the City's green space. These areas include cultivated and natural wetlands, bog forest, remnant forest patches, and old fields. While some of these ecosystems are predominantly natural, most are the result of previous or current agricultural practices.

The City of Richmond recognizes the importance of farming. Farmers need to cultivate their lands to be successful, and they face many obstacles to be economically viable, often with few options to avoid farming in ecologically important areas. Examples of farming operations that protect and respect ecological areas and their beneficial services include maintaining headlands and hedgerows to protect habitat, apiculture (bee hives for honey and pollination purposes), the preservation of riparian setbacks around watercourses, and controlling runoff. Farmers often understand the ecological benefits of sound farming practices as they too benefit from clean water, unpolluted soils, and clean air. The Environmental Farm Plan Program (managed by the BC Agriculture Research & Development Corporation) is one way in which farmers can be supported in improving the ecological sustainability of their farming operations.

Complementing the ecological role of agricultural lands but at a much smaller and often more urban scale, community gardens provide opportunities to integrate food growing into a variety of areas. Community gardens have a range of benefits beyond food production, including recreation and pollinator and songbird habitat. They can also be used to restore green space in brownfield sites



### The Delta Farmland and Wildlife Trust

is a non-profit organization that promotes the preservation of farmland and wildlife habitat through co-operative land stewardship with local farmers in the lower Fraser River delta. Each year the Trust provides local farmers with \$325,000 of cost-sharing funding through stewardship programs including the Grass-land Set-aside Program, the Winter Cover Crop Stewardship Program and the Hedgerow & Grass Margin Stewardship Programs. These programs provide farmers with tools and finances to enhance and sustain the natural areas on their properties that serve as habitat for beneficial insects, birds and wildlife, as windbreaks, as shade for livestock and for erosion control. Fostering these relationships with local farmers is key to ensuring a connected and thriving ecological network where the natural and working landscapes co-exist and support each other.



## Ecological Network Examples

There are many examples of City and community initiatives, as well as existing green infrastructure, within Richmond that actively support and enhance the Ecological Network:



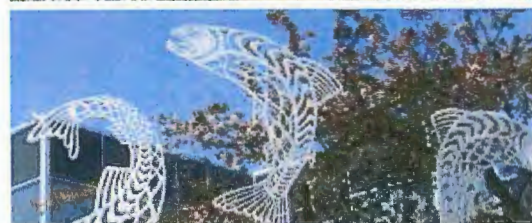
The City is incorporating the idea of ecosystem services into the design of Richmond's new municipal parks. The large pond in Garden City Community Park is more than a beautiful part of the park landscape; it also stores and filters runoff from the adjacent neighbourhood.



Bath Slough, within the Bridgeport Neighbourhood, not only stores and conveys stormwater, it also acts as an ecological corridor connecting the Fraser River to the interior of the island. The Bath Slough Revitalization Initiative, which is aimed at environmental enhancement and community stewardship focussed on Bath Slough, directly supports the Ecological Network. To support this Initiative, a pollinator pasture was established in Bridgeport Industrial Park in 2015 (pictured at left), which ecologically reactivates the park while integrating public art and public engagement.



Community gardens, provide a source for pollinators, and support food production and healthy plants.



Temporary and permanent public art installations has been used in various locations throughout Richmond to animate public spaces, and also to interpret local ecological features, such as the Fraser River, local flora and fauna.



The Railway Greenway provides an ecological connection from the Middle Arm of the Fraser River to Steveston, through the heart of west Richmond's residential neighbourhoods. The greenway hosts a multi-use pathway, and provides a corridor that facilitates the movement of animals, nutrients and energy throughout the environment. As the greenway develops, it is anticipated that a number of green infrastructure components will be implemented, enhancing this ecological link between the Middle and South Arms of the Fraser River.



The City purchased the last remaining piece of Richmond's northeast bog forest in 2011, recognizing the importance of preserving bog ecosystems. The purchase involves ecological, heritage and park land benefits. Acquiring natural areas such as the Northeast Bog Forest and the Grauer Lands significantly enhances the EN.



A photograph of a gravel path leading through a forest. On the left side of the path, there is a line of utility poles with power lines extending into the distance. The trees on the right are dense and have some autumn-colored leaves. The overall scene is misty or overcast.

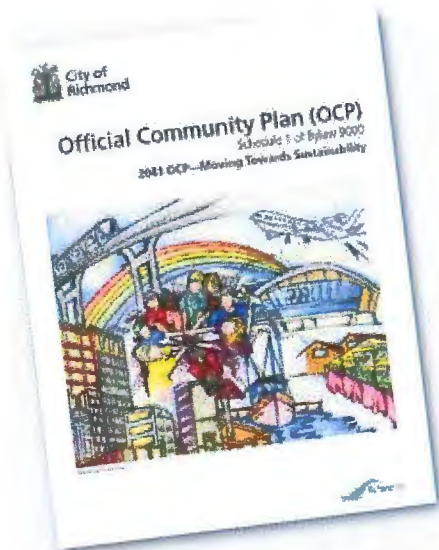
# PART 2

## Ecological Network Context



## Ecological Network Management Context

The EN approach is currently supported by a range of regional and City policies, regulations and plans outlined below. The EN does not aim to create a series of new regulations and policies, but compliment and where appropriate, inform the current planning and regulatory context in order to strengthen and enhance the City's natural spaces; a goal identified and endorsed by the City in a variety of contexts. Some of the key City and regional initiatives that influence the Ecological Network include:



**The Richmond 2041 Official Community Plan (OCP)** policies have directly resulted in the development of the Ecological Network Management Strategy. Chapter 9 of the OCP establishes guiding policies for the EN and green infrastructure, and directly lays the groundwork for the EN Strategy through a series of objectives and policies that call for the protection, enhancement and expansion of a diverse, connected and functioning EN. The OCP identifies an Ecological Network (see facing page) to be the innovative framework to manage Richmond's ecological resources, and sets out a variety of ways in which a meaningful and robust EN can be established and strengthened.



**Metro Vancouver Ecological Health Action Plan** describes how to maintain and improve the health of the region's ecosystems. Advancing a regional green infrastructure network is one of the main actions, which directly supports the EN and provides an opportunity for Richmond to serve a role as a key stakeholder in shaping the Regional Network.



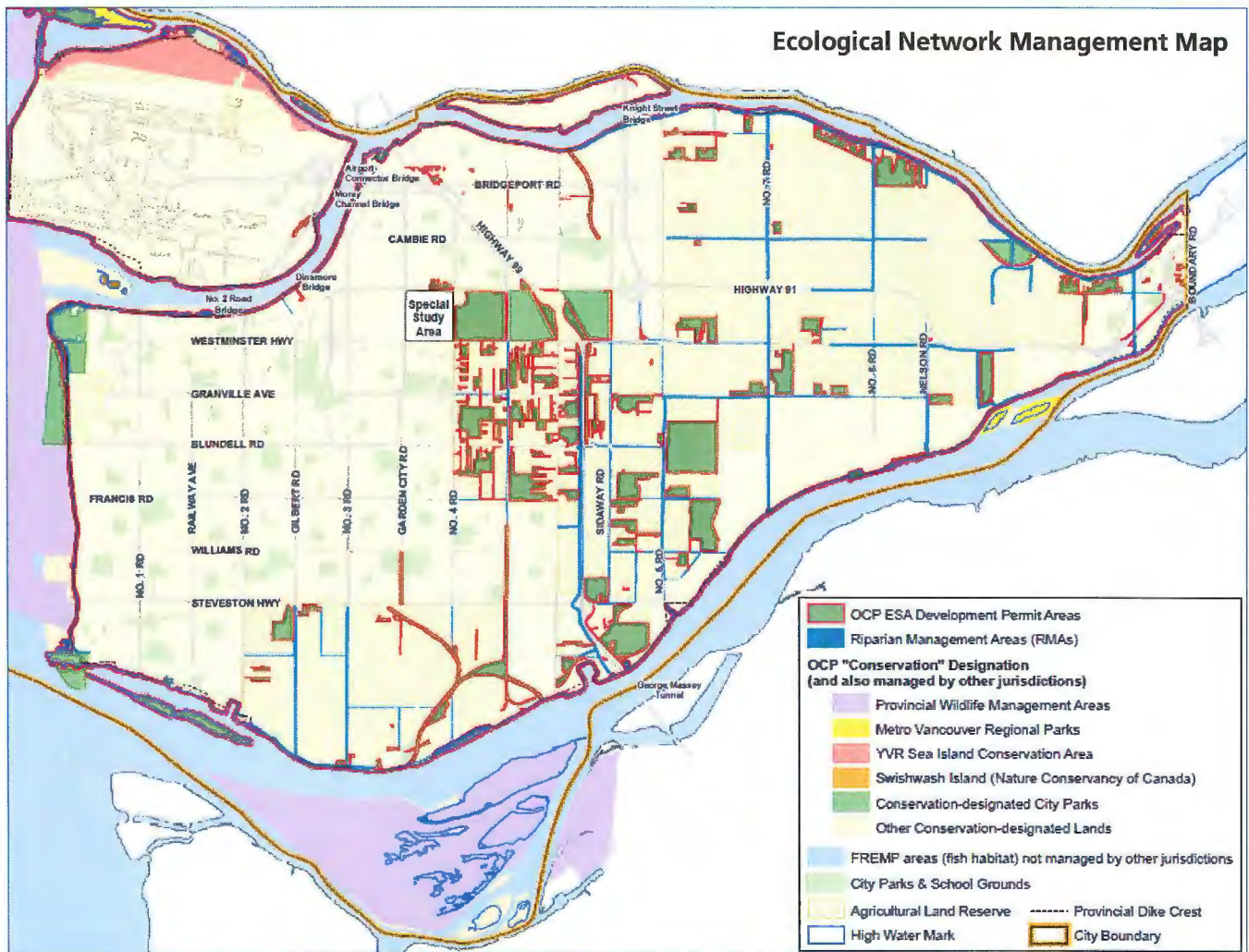
**City of Richmond, 2022 Parks and Open Space Strategy** supports various facets and components of the EN, particularly within the Green Network and Blue Network focus areas. Many of the supportive actions and initiatives under the Green and Blue networks contribute significantly to the conservation and enhancement of the EN.



**City of Richmond, Garden City Lands Legacy Landscape Plan** provides a land use framework for the 137 acre open space, east of City Centre. The Garden City Lands will become a new park with diverse uses, including urban agriculture, environmental preservation and interpretation, recreational and cultural uses. The Ecological Network is integrated into the Plan via ecological connectivity, green infrastructure, and enhanced wetland ecology.

The Richmond 2041 Official Community Plan established foundational maps for the Ecological Network, within Chapter 9. Based off these maps, the updated Ecological Network Map (see page 7) was developed.

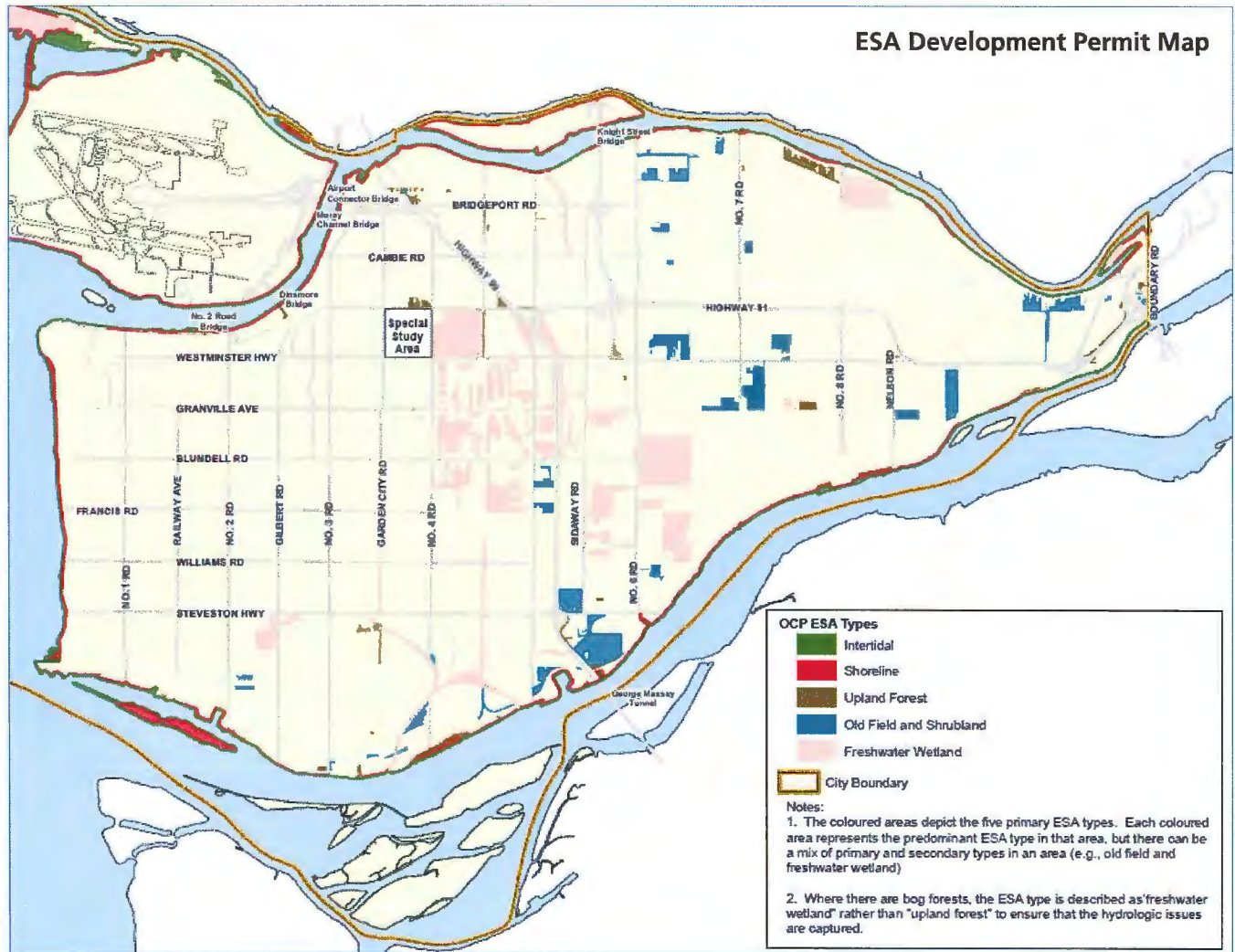
Chapter 9 of the Official Community Plan contains the **Ecological Network Management Map**, which indicates the areas of ecological importance within Richmond that have been incorporated into the Ecological Network. This map shows the varying jurisdictional ownership over ecological assets in Richmond, including Environmentally Sensitive Areas, riparian management areas, provincial and federal conservation areas, regional and City-owned parks, and the Fraser River shoreline.



As shown in the map above, the Garden City Lands are designated as a Special Study Area within the OCP, to indicate the intensive planning process associated with this city-owned property. Approval of the Garden City Lands Legacy Landscape Plan in 2014 was the first step in a lengthy process that will include the development of a resource management plan and further planning and consultation to develop various plan components.



Development Permit guidelines for designated Environmentally Sensitive Areas (ESAs) are intended to protect and enhance the environmental resources and ecosystem services in ESAs which are part of the Ecological Network. The ESA Development Permit Map shows the various ESA types where development permit guidelines apply, including intertidal, shoreline, upland forest, old field shrubland, and freshwater wetland areas.



Other City of Richmond documents, plans, and policies that influence the application of the Ecological Network in Richmond include:

**Environmentally Sensitive Area (ESA) Management Strategy (2012)**

This Strategy introduced the Ecological Network concept and served as a guiding document to update the ESA Development Permit guidelines for the Richmond 2041 OCP update.

**Development Permit Areas**

Richmond's OCP contains development permit (DP) guidelines for five types of environmentally sensitive areas, contributing to the quality of ecosystems in the EN. In addition, general development permit guidelines often contain provisions relating to vegetation, tree retention, rainwater collection, stormwater management and forms of green infrastructure.

**Area Plans**

Many area plans refer to the provisions within the OCP regarding the natural environment. Some plans for neighbourhoods which contain major EN hubs contain specific policies regarding natural open space or development permit guidelines that incorporate planting configurations and vegetation species that would increase biodiversity. The City Centre Area Plan is supportive of the EN through policies supporting interconnected ecological services, greenways, green infrastructure opportunities and public education.

**Riparian Management Areas**

In response to the Provincial legislation, in 2006 the City adopted a Response Strategy which designates riparian management areas, delineating 5 or 15 metre setbacks from the top of bank of certain watercourses throughout Richmond. No buildings, structures or vegetation removal are permitted within the setback, however planting of native species is encouraged. The RMA is currently not supported through Bylaws or Development Permits.

**Bylaws**

While there is no bylaw that specifically addresses the Ecological Network, there are several bylaws that support the maintenance and protection of various EN components including the Tree Protection Bylaw, the Pesticide Use Control Bylaw, the Pollution Prevention and Clean-Up Bylaw, Watercourse Protection and Crossing Bylaw, and the Green Roof Bylaw.

**Integrated Rainwater Resource Management Strategy (Draft)**

The IRRMS focuses on strategies for utilizing the resources contained in traditional waste streams such as the efficient use of energy, drinking water, nutrients in sewage and the re-use of rainwater after it falls on buildings and the ground. The strategy directly references the Ecological Network and it provides recommendations for green infrastructure and habitat enhancements for a variety of land-use types across the city. Recommendations focus on many of the challenges the Ecological Network seeks to address including water quality and habitat quality, impervious surfaces, bank erosion and slumping, and enhancement of green infrastructure to increase ecosystem services.



## Roles and Responsibilities

Responsibility for managing Richmond’s EN is shared by several levels of government, First Nations, private citizens, landowners, and stewardship groups. Below is a summary of the different jurisdictional roles and responsibilities involved in the management of the Ecological Network.

Component	Roles and Responsibilities
<b>City of Richmond</b>	Responsible for planning and regulating land use including enacting an Official Community Plan, zoning, regulating land use and buildings, and designating parks and other amenities. To protect the natural environment, the City has developed overarching policies, utilizes Development Permit Areas, various protection bylaws, and Riparian Management Areas.
<b>Provincial Government</b>	Responsible for the management of water, wildlife, contaminated sites, and other issues related to maintaining a healthy environment. The BC Ministry of Forests, Lands, and Natural Resource Operations (FLNRO) is responsible for managing foreshore areas throughout the province, including on the north, middle, and south arms of the lower Fraser River. The Ministry of Environment (MoE) is responsible for the regulation of watercourses and riparian areas through the Water Act and Fish Protection Act (Riparian Areas Regulation). MoE also manages the Sturgeon Bank and South Arm Islands Wildlife Management Areas. The Provincial Inspector of Dikes oversees dike maintenance and construction.
<b>Federal Government</b>	Has a diverse role in environmental management including fish, species at risk, and migratory birds. Fisheries and Oceans Canada manages fish and fish habitat, including the foreshore of the Fraser River and some inland watercourses.
<b>Port Metro Vancouver</b>	The Port has a variety of environmental management policies and programs, and it owns and manages land and water-based transportation and industrial lands throughout the region, including areas south of No. 8 Road in south Richmond.
<b>Metro Vancouver</b>	Plays a supporting role in the management of the EN. A variety of overarching Metro Vancouver initiatives provide guidance on regional green infrastructure, sensitive ecosystem inventory, storm water management, and regional parks.
<b>Vancouver International Airport</b>	The Vancouver International Airport (YVR) is owned by Transport Canada and is managed by the Vancouver Airport Authority. Most of its land base is developed and YVR has environmental management initiatives and policies to manage lands with ecological values.
<b>First Nations</b>	First Nations having been using Richmond for over 5,000 years. The Musqueam First Nation has a small undeveloped reserve on Sea Island, and is resolving land claims within an area that encompasses Richmond.
<b>Farmers</b>	Farmers play an essential role in the management of the EN, as farming practices influence ecosystem performance and resilience. Approximately 38% of Richmond’s land area is within the Agricultural Land Reserve.
<b>Private Landowners</b>	Most lands in Richmond are privately owned and include residential areas, commercial and industrial lands, and agricultural lands. Private landowners have a critical role in protecting ecological values in the EN avoiding development in sensitive areas and managing stormwater runoff, and water and soil quality.
<b>Land Stewards</b>	Groups and individuals involved in volunteer-based stewardship of parks and other natural areas play a critical part of the management of the EN. They support restoration and management projects, monitor ecological health, and raise the profile of natural areas conservation.

## Foreshore Jurisdictions

The foreshore of the Fraser River and the West Dike is jurisdictionally complex. Key components that influence the management of the EN are summarized below:

- The foreshore and sea- or river-bed outside Richmond's perimeter dike and below the high water mark (under the Land Act referred to as "natural boundary") is owned by the Province of BC (Crown);
- The public is able to use the foreshore; however, this only includes limited rights including navigation, anchoring, mooring, and fishing;
- The Province of BC grants leases for shellfish aquaculture, log storage, moorage, and other activities. It is also responsible for dike management;
- BC's Provincial Inspector of Dikes is responsible for the general supervision of dike maintenance and construction to protect public safety. However, local diking authorities, such as the City of Richmond, are responsible for dike operation and maintenance activities that include inspection and emergency response;
- The federal government owns and manages the water column and is responsible for the management of fish habitat (through Fisheries and Oceans Canada) and navigation (through Transport Canada);
- Port Metro Vancouver regulates marine traffic, owns and manages industrial and port-related lands; and
- BC's Ministry of Forests, Lands, and Natural Resource Operations is responsible for managing foreshore areas throughout the province, including coordinating environmental assessments of foreshore development within its jurisdiction.



### Grauer Lands: Land Acquisition and Partnerships for Stewardship

In 2012, the City of Richmond, in partnership with Ducks Unlimited Canada purchased the largest remaining privately owned land along Sturgeon Bank. The 51 hectare area is comprised of tidal wetlands, significant for millions of migrating birds, and habitat that plays a crucial role in the life cycle of all five Pacific salmon species as well as Sturgeon, flounder and numerous estuarine species. This partnership represents an important opportunity for Richmond's Ecological Network as it not only secures privately-owned intertidal lands for ecological conservation, but also supports the connection to nearby trails, ensuring that the public will continue to experience the benefits of Richmond's foreshore natural ecology first-hand and inspire further stewardship actions and initiatives.



A close-up photograph of a plant, likely a species of Mimulus, showing numerous bright red stamens and green buds. The image is used as a background for the document cover.

# PART 3

## Consultation Process



## Overview

To ensure that the Ecological Network Management Strategy remains a pragmatic and evolving strategic document, input and feedback was sought from stakeholders and the public regarding the EN.

The overall intent of the consultation process was to gather input to inform the development of the Strategy's implementation plan. However, the consultation process also served as an important platform to deliver education and awareness about Richmond's natural areas and the EN in general. Though the EN was first introduced in the 2012 Official Community Plan, many local residents were unaware of the Ecological Network concept.

Information gathered throughout the consultation process allowed us to capture a snapshot of the community's concerns and priorities related to the City's natural areas and environmental stewardship.



## Communication

The consultation process included public and stakeholder consultation. Stakeholder consultation was conducted with City committees such as Advisory Committee on the Environment and Agricultural Advisory Committee, as well as with various internal city staff departments.

The majority of public consultation was carried out in July to September 2014, through an Ecological Network booth hosted by City staff at multiple community events. The booth presented background materials and information on the Ecological Network, and provided the opportunity for residents to talk with City staff on the opportunities and issues related to Richmond's natural areas. It is estimated that a several hundred people were engaged through this format. The Ecological Network booth was present at the following 2014 community events:

- Steveston Farmers & Artisans Market
- Reptile Show (Nature Park)
- Blueberry Sale & Tea (Nature Park)
- Richmond Maritime Festival
- Richmond Raptor Festival
- Cambie Outdoor Movie Night
- Summer West Fest
- Garlic Festival
- Best Catch Sustainable Seafood Festival
- Culture Days

Delivering education to children and youth about the Ecological Network was also incorporated within the consultation process. A module on Richmond's natural environment was developed for children aged 5-12 years old, and was delivered in August 2014 to four summer camp groups at community centres in Hamilton, City Centre, and West Richmond.

An online survey was developed to gather feedback on issues and opportunities for the EN and environmental stewardship. The survey was available through the City's Let's Talk Richmond platform at [letstalkrichmond.ca/econetwork](http://letstalkrichmond.ca/econetwork).

The website hosted the survey, and provided supportive background information, reports, maps, and photos related to the EN. The survey was available from August to October 2014, and was promoted through the EN booth at public events, the City's website, advertisements, news releases, and community group newsletters.

## What We Heard

Many common themes emerged from survey responses and conversations with residents regarding opportunities and issues for the Ecological Network:

- **Keep remaining natural areas** in the city as they are and protect them from future growth and development
- **Strike a better balance** between accommodating development and maintaining natural areas in the city
- **Prevent habitat fragmentation and loss** from development activities, emphasize preservation of native vegetation and wildlife corridors
- Encourage **development designs that incorporate green space**, parks, greenways, and watercourses
- **Protect agricultural land from development**, and limit construction that does not suit the rural environment
- **Plan holistically** to ensure the environment is a strong consideration during planning and development
- The City should **acquire ecologically valuable lands** to preserve and protect them from development pressures
- Organize **litter clean-ups in natural areas**, e.g. in waterways affected by illegal dumping, and pollution
- **Educate and engage residents** of all ages about stewardship and healthy environment benefits



Survey respondents were asked what natural areas they like to visit most often in Richmond, in order to understand what areas within the Ecological Network people most like to experience. Responses highlighted that people most commonly enjoy the shoreline and dike trails, followed by City parks, and greenways. Building on this question, survey respondents were then asked what aspects of natural areas they value the most, with components such as scenery, vegetation, clean air, and wildlife viewing coming out as the most common values.

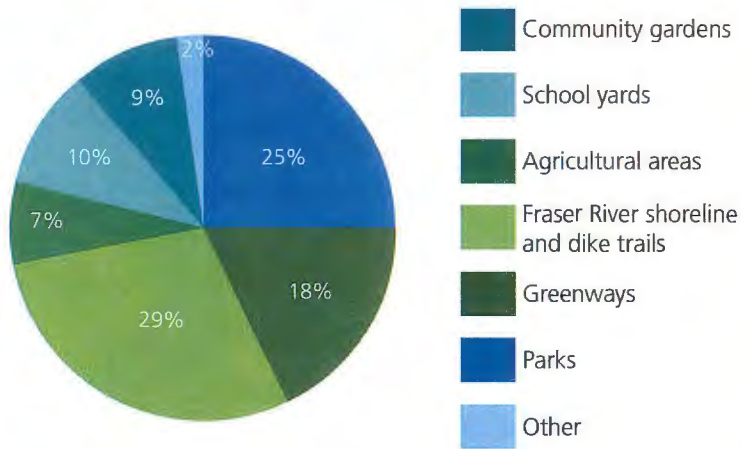
Survey respondents were asked what issues they felt are affecting Richmond's natural areas, and responses strongly emphasized the impact of growth and development activities, loss of wildlife habitat, and pollution as the top of mind issues.

Respondents were also asked to identify which of the four Ecological Network Management Strategy goals they think are the most important. The goals to manage and enhance ecological assets and create, connect and protect diverse and healthy spaces were both identified by 32% of respondents as the top importance. The remaining two goals, to engage through stewardship and collaboration was supported by 21% of respondents, while strengthen City infrastructure was selected by 14% of respondents.

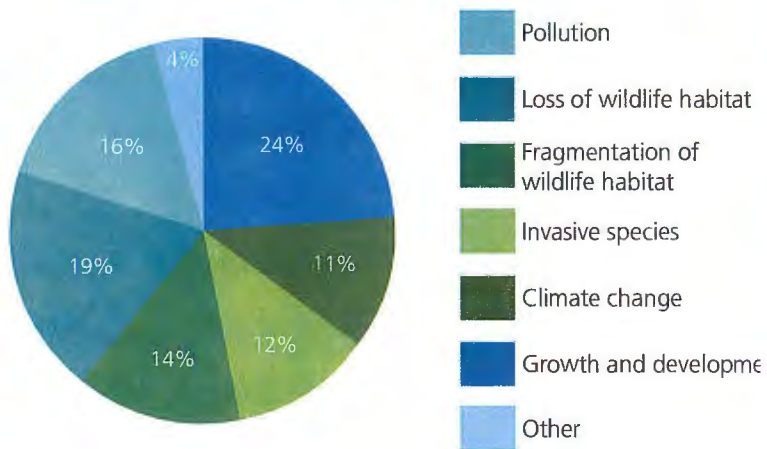


# Richmond's Ecological Network Management Strategy

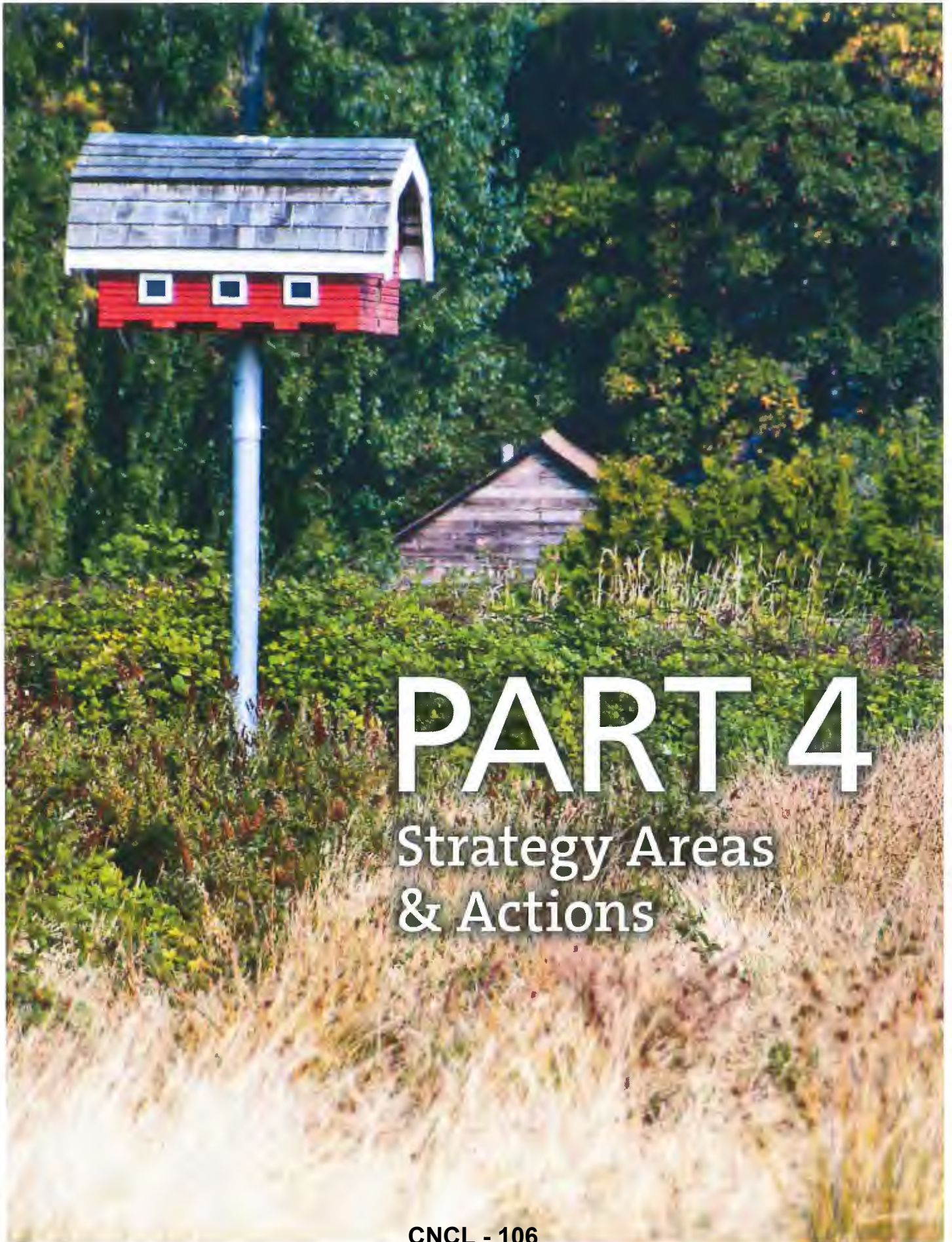
## What natural areas in Richmond do you visit most often?



## What are the issues that you feel are affecting Richmond's natural areas?







# PART 4

Strategy Areas  
& Actions



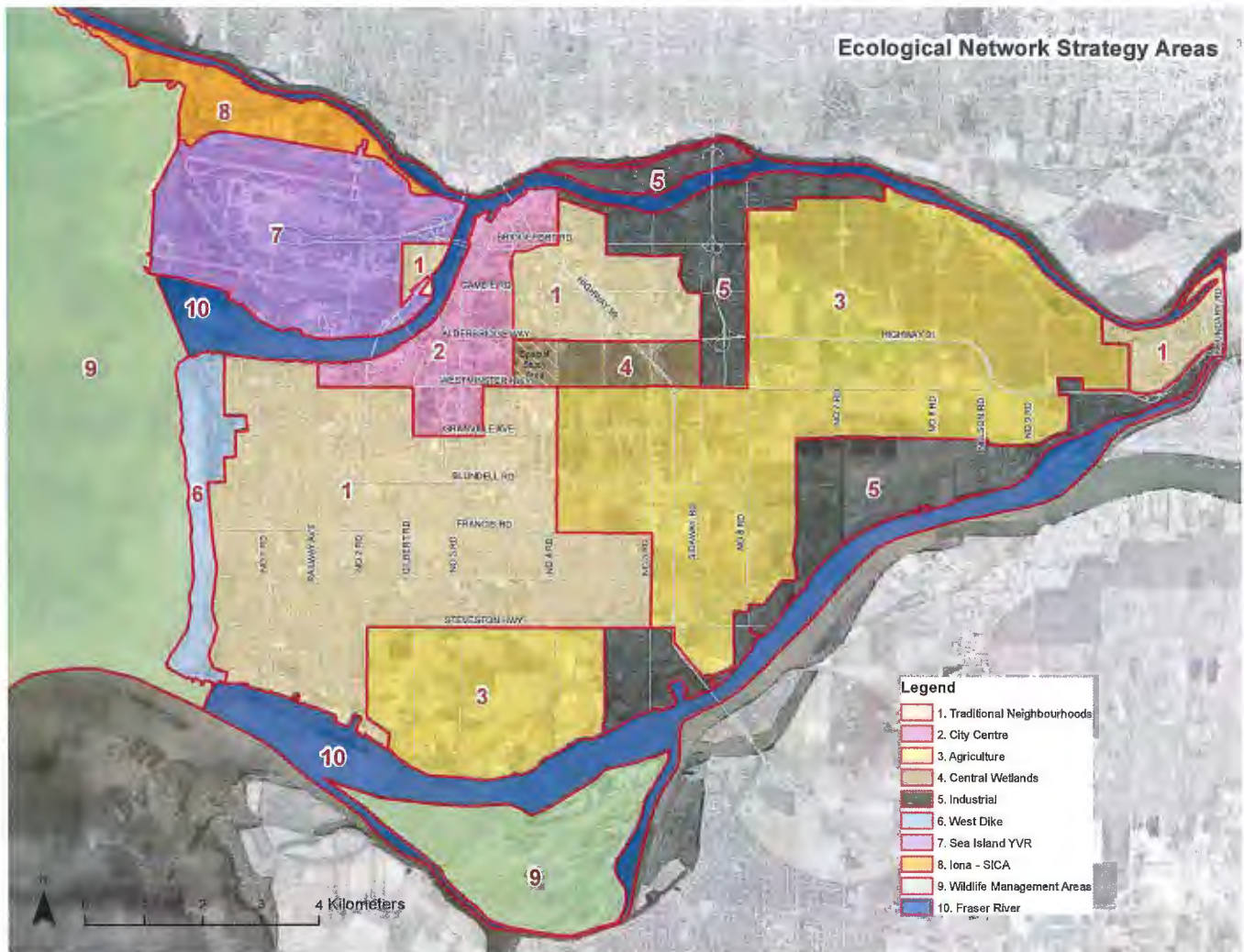
## Ecological Network Strategy Areas

Ten Ecological Network strategy areas were identified, based upon vegetation distribution data, land-use, and current and future stewardship and development opportunities. The purpose of the strategy areas is four-fold:

- To provide an overview of Richmond's current ecological assets;
- To identify and group the key areas of the City in order to focus future specific actions where most appropriate;
- To provide tailored guidance on how the Ecological Network can be strengthened by different vegetation/land-use types within the City; and

- To identify the critical issues, key opportunities and stakeholder considerations that pertain to the enhancement and enrichment of the Ecological Network in specific areas.

This map presents the Ecological Network Strategy Areas as an on-the-ground guide that not only reflects the current condition of the Ecological Network, but identifies priorities in the direction of its long-term evolution. The intent is that as the Ecological Network is enhanced and expanded, this will be amended to reflect that detail and identify new opportunities.







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# TRADITIONAL NEIGHBOURHOODS STRATEGY AREA



Richmond's traditional neighbourhoods are comprised primarily of West Richmond, Burkeville, Hamilton, Steveston and portions of the East Cambie, West Cambie and Bridgeport neighbourhoods. West Richmond and Burkeville are primarily single-family residential neighbourhoods, while East and West Cambie, Steveston, and Hamilton offer a range of housing types including single-family, townhouses and low-rise buildings. Ecologically, Richmond's traditional neighbourhoods offer the most opportunity for enhancement as they contain the majority of the City's neighbourhood parks, schools, community centres and backyards; areas ideal for stewardship activities and community engagement. In addition to these assets, Richmond's traditional neighbourhoods contain key features such as the Railway corridor, Queen Canal, and Alexandra Greenway.

## Strategy Area Issues

- Loss of vegetation
- Increase in impermeable surfaces
- Auto-oriented development patterns
- Invasive species
- Tree removal
- Encroachment on City-owned lands, riparian areas

## Strategy Area Opportunities

- Significant amount of backyards, school sites, and City-owned parks, community centres, and riparian areas
- Active stewardship groups
- Existing greenways and trails (ecological corridors)



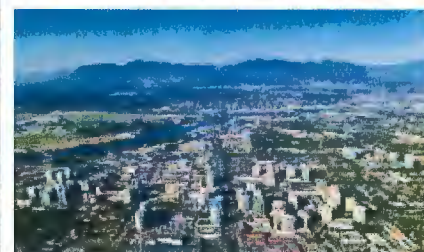
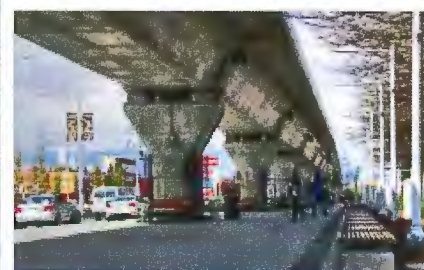
Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	<b>Pursue rainwater management to reduce runoff and to improve quality of runoff water</b>	<ul style="list-style-type: none"> <li>1.1 Implement rainwater management strategies for residential and commercial developments, parks, and public lands in this Strategy Area, including strategies to minimize impacts of future development, implement rainwater harvesting techniques, and enhance riparian corridors and green infrastructure</li> <li>1.2 Develop riparian management tools to further protect and restore riparian areas, including enforcement tools</li> <li>1.3 As the Hamilton area redevelops, enhance Queen Canal through the integration of green infrastructure as outlined in the Hamilton Neighbourhood Area Plan</li> <li>1.4 Develop performance target types for development (i.e. potable water use, renewable energy etc)</li> <li>1.5 Develop a tool within GIS that identifies Ecological Network components and triggers Ecological Network reviews for development application</li> <li>1.6 Review and update bylaws as needed that contribute to the enhancement and protection of the Ecological Network (i.e. Pesticide Use and Control Bylaw, Watercourse Protection and Crossing Bylaw)</li> <li>1.7 Develop an Invasive Species Action Plan to guide early detection, mapping, priority management areas and restoration solutions for invasive plants and pests</li> </ul>
Vegetation, Habitat & Wildlife	<b>Enhance ecological connectivity and habitat for plant and wildlife communities</b>	<ul style="list-style-type: none"> <li>1.8 Develop native planting guidelines into site design and landscaping within residential areas in development permit areas</li> <li>1.9 Maintain an inventory of significant wildlife trees in the city and develop policy guidance for development scenarios</li> <li>1.10 Develop a Songbird and Raptor Initiative to identify issues facing bird and raptor survival (i.e. habitat loss, light pollution, building/car collisions) and strategies to allow wildlife to thrive</li> </ul>
Parks & Public Spaces	<b>Enhance the Ecological Network within and between City-owned properties</b>	<ul style="list-style-type: none"> <li>1.11 Ensure integration of the goals and objectives of the Ecological Network into the future Urban Forest Management Strategy</li> <li>1.12 As per the Parks and Open Space Strategy, establish a process equivalent to the Environmentally Sensitive Areas (ESA) Management Strategy to map, protect and manage ecological and natural areas within City parks and public spaces</li> <li>1.13 Support the development of future resource management plans for City parks, and integrate Ecological Network objectives into the development of individual plans</li> <li>1.14 Work with other City departments to encourage public art reflecting Richmond's local ecology</li> <li>1.15 Incorporate ecological connectivity into area planning exercises by prioritizing and building upon opportunities such as enhanced natural spaces, and trail and corridor development</li> </ul>
Stewardship & Collaboration	<b>Increase backyard naturalization, stewardship and education opportunities in Richmond's neighbourhoods</b>	<ul style="list-style-type: none"> <li>1.16 Promote and support backyard naturalization and stewardship programming, including through continued natural gardening and pest solution outreach to residents, and collaboration with other stakeholders on education and awareness. Coordinate with outreach and promotions for energy efficiency and renewable programs</li> <li>1.17 Develop City and community stewardship programs to engage and enable partners to promote actions and funding for ecological enhancement within Traditional Neighbourhoods</li> <li>1.18 Develop a stewardship recognition and funding program for local residents/groups to promote local stewardship action</li> <li>1.19 Support the development and delivery of Metro Vancouver's Grow Green platform, a web-based tool to provide residents with sustainable lawn and garden care information</li> </ul>

### Desired Outcomes

Healthy traditional neighbourhoods where neighbourhood parks, school yards and community centres provide spaces for recreation, natural habitat, ecological stewardship and education. These local ecological nodes are connected via an evolving system of trails, greenways, developed urban tree canopies, and ecologically rich back-yard environments that serve as unique areas of rainwater filtration and management. Local residents are well connected to each other via a range of stewardship and education opportunities and feel empowered to be stewards of the natural environment that surrounds their homes, schools and places of work.



# CITY CENTRE STRATEGY AREA



Richmond's City Centre is transforming into a high-density mixed-use urban environment characterized by the No. 3 Road commercial corridor. The area is undergoing a period of rapid development, with significant opportunity for green infrastructure interventions as these changes take place. Areas such as the Lansdowne corridor, the Lansdowne Mall site, and Minoru Park redevelopment represent unique opportunities for integration of green infrastructure into the landscape. Progressive rainwater management strategies, the re-introduction of native vegetation, the provision of appropriate habitat, reduction of the urban heat island effect, and trail and greenway links between pedestrians, cyclists and amenities, are all examples of green infrastructure opportunities in this Strategy Area. There is also ample opportunity to engage private developers in the incorporation of various green infrastructure features through the re-development process in City Center, including through tools such as the Green Roofs bylaw which enables increasing rooftop vegetation and stormwater retention in office and industrial buildings. The City Centre Area Plan provides additional detail on future parks, greenways and green links, as well as information about connectivity in an urban environment.

## Strategy Area Issues

- Loss of native and non-native vegetation
- Increase in impermeable surfaces
- Pre-existing site contamination
- Water quality and run-off, sediment and erosion control

## Strategy Area Opportunities

- Developing and redeveloping neighbourhoods
- Strong concentration of residents, local businesses, organizations, and academic institutions
- Redevelopment of large civic spaces and parks (i.e. Lansdowne Road, Minoru Park, Fraser River waterfront)

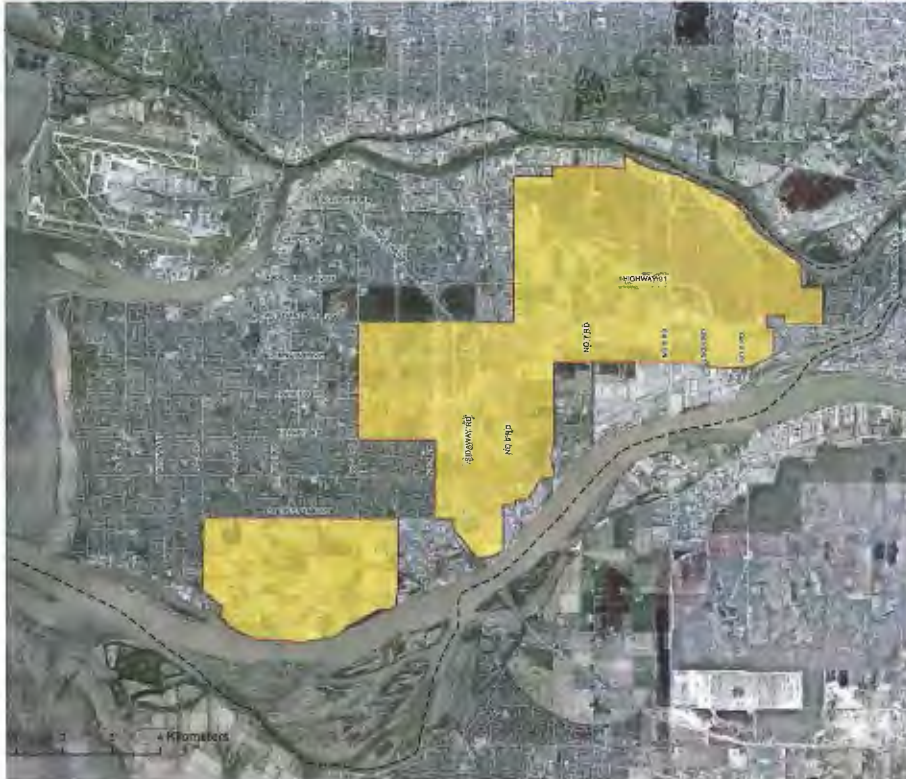


Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	<b>Incorporate green infrastructure and stormwater management into development and redevelopments</b>	<p><b>2.1</b> Implement rainwater management strategies for multi-family, commercial and institutional developments within City Centre, including strategies to minimize impacts of future development, introducing raingardens, and enhance green infrastructure</p> <p><b>2.2</b> Develop guidelines for green infrastructure that provide a variety of options for rainwater management for commercial and mixed-use developments</p> <p><b>2.3</b> Review and update bylaws as needed that contribute to the enhancement of the Ecological Network within City Centre (i.e. Green Roofs Bylaw)</p>
Vegetation, Habitat & Wildlife	<b>Retain and enhance existing vegetation and tree cover &amp; Reintroduce vegetation and tree cover where local ecology has been most compromised</b>	<p><b>2.4</b> Develop guidelines for the integration of ecological features and native plantings into site design and landscaping within commercial and mixed-use areas</p>
Parks & Public Spaces	<b>Integrate and interpret the Ecological Network within parks, waterfront and other strategic public areas within City Centre</b>	<p><b>2.5</b> Ensure integration of the goals and objectives of the Ecological Network into the future Urban Forest Management Strategy</p> <p><b>2.6</b> Support the development of future resource management plans for City parks to include ecological network objectives</p> <p><b>2.7</b> Work with other City Departments to encourage public art interpretation of the Fraser River Estuary and other aspects of Richmond's local ecology</p> <p><b>2.8</b> Integrate green infrastructure and Ecological Network interpretive features within the streetscape and park spaces of the Minoru Park redevelopment and Lansdowne Road transformation</p> <p><b>2.9</b> Enhance and integrate waterfront ecology into City Centre developments occurring adjacent to the Fraser River</p>
Stewardship & Collaboration	<b>Partner with local stakeholders to increase opportunities for enhancing local ecology</b>	<p><b>2.10</b> Develop City and community stewardship programs to engage and enable partners to promote actions and funding for ecological action</p>

### Desired Outcomes

The dynamism of a highly urban environment is heightened through the incorporation of ecological function into the urban hardscape with innovative and educational stormwater management features such as swales, rain gardens and engineered wetlands. A continuous tree canopy benefits citizen health and well-being, and also provides significant shade, respite and habitat for wildlife. Continuous landscape elements are composed of native and drought tolerant species. Urban shoreline areas balance recreation with the ecological requirements needed to sustain highly sensitive habitats. Linear parks, urban parks and greenways not only connect pedestrians and cyclists with various amenities, but inherently provide ecological services such as water filtration, air purification, habitat, opportunities for education and natural beauty. Development and EN principles work in tandem to result in the creation of resilient infrastructure and ecologically healthy urban environments.

# AGRICULTURE STRATEGY AREA



Agriculture is a significant land-use within the City of Richmond, and this Strategy Area contains a diverse patchwork of vegetation types and land use patterns. The Northeastern portion of this area sits atop very moist peat soils and thus comprises the majority of Richmond's peat-based agriculture (cranberries and blueberries). The central and south western agricultural areas contain field crops, fallow areas, and permitted residential and commercial development. Key ecological features include the North East Bog Forest, a large portion of Richmond's Environmentally Sensitive Areas and Riparian Management Areas, Horseshoe and Bath Sloughs and shoreline areas along the North and South arms of the Fraser River. As the majority of the area is privately held and within the Agriculture Land Reserve (ALR), there are limited ecological requirements that the City can place upon such lands, however key opportunities exist to ensure that the ecosystem services inherent to agricultural lands are enhanced and connected over time.

## Strategy Area Issues

- Habitat loss and fragmentation
- Impacts to Environmentally Sensitive Areas and Riparian Management Areas
- Conversion of useable farmland, loss of productive soil, and increase in impervious developments
- Long-term soil productivity impacted by large scale developments
- Other agencies' control over agricultural land limits City's jurisdiction (i.e. Agricultural Land Commission, Port Metro Vancouver)
- Inadvertent encroachment onto City land
- Proliferation of invasive species

## Strategy Area Opportunities

- Agricultural lands support significant ecosystem services
- Requirements for Environmentally Sensitive Areas and Riparian Management Areas
- Synergies between farming practices and environmental health
- Incentive programs and voluntary initiatives can be developed to encourage environmental practices



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	Encourage water filtration and retention, and healthy soil on agricultural lands	<p><b>3.1</b> Explore strategies to enhance riparian corridors and green infrastructure within the ALR</p> <p><b>3.2</b> Enhance the habitat value and rainwater management function of roadside ditches by enhancing soils and vegetation</p> <p><b>3.3</b> Maintain and monitor the Riparian Management Areas within agricultural lands to minimize encroachment on City land</p> <p><b>3.4</b> Develop riparian management tools to further protect and restore riparian areas, including enforcement tools</p> <p><b>3.5</b> Expand future trails, corridors and land acquisition of ecological hubs and sites within the agricultural strategy area, where feasible</p>
Vegetation, Habitat & Wildlife	Encourage riparian area protection and habitat provision on agricultural lands	<p><b>3.6</b> Maintain Environmentally Sensitive Areas within agricultural areas to ensure habitat features are preserved</p> <p><b>3.7</b> Develop agricultural hedgerow and buffer strip trials in order to enhance habitat and wildlife corridors within agricultural areas</p> <p><b>3.8</b> Work with farmers and agriculture land owners on restoration solutions for invasive plants and pests on agricultural lands</p> <p><b>3.9</b> Develop a Songbird and Raptor Initiative to identify issues facing bird and raptor survival and strategies to allow wildlife to thrive</p> <p><b>3.10</b> Explore solutions to reduce habitat loss and fragmentation in agricultural lands from development, encroachment, and invasive species</p>
Parks & Public Spaces	Enhance ecological connectivity on and within City-owned lands adjacent to ALR	<p><b>3.11</b> Develop Shell Road Trail and Horseshoe Slough Trail as Ecological Network demonstration projects, with potential inclusion of green infrastructure, native plantings, and features to enhance habitat</p> <p><b>3.12</b> Preserve and enhance the bog forest ecosystem within the City-owned Northeast Bog</p>
Stewardship & Collaboration	Create programming and incentives to promote ecological protection on agricultural lands	<p><b>3.13</b> Work with the Agricultural Land Commission, and organizations such as the Delta Farmland and Wildlife Trust to develop options for ecological protection and enhancement between farm and non-farm land use</p> <p><b>3.14</b> Develop a voluntary and/or incentive program to encourage landowner stewardship and habitat enhancement within agricultural areas (i.e. voluntary setback program, Environmental Farm Plans)</p> <p><b>3.15</b> Develop an award program to recognize successes in environmental farm management</p>

### Desired Outcomes

Agricultural lands play a significant socio-ecological role within the City of Richmond. Farming livelihoods are supported through EN initiatives and contribute to healthy environments while remaining viable. Significant natural habitats are identified and protected via a range of mechanisms including conservation leases, incentives programs and strategic land acquisitions.

# CENTRAL WETLANDS STRATEGY AREA



Forming the largest contiguous in-land system of EN Hubs in Richmond, the Central Wetlands are comprised of the Richmond Nature Park, the Department of National Defence (DND) lands and the Garden City Lands. These wetlands represent the remaining pieces of what was once the Greater Lulu Island Bog and are characterized by peat soils, bog forest (most prevalent in the Richmond Nature Park) and species such as blueberry, heather, birch, pine, Labrador tea, willow and hemlock as well as a rich communities of mosses, lichens and fungi. The central Wetlands also provide critical habitat to a host of wildlife including the Garter snake, the Pacific Chorus Frog, coyotes, Mule Deer, voles, shrews and a variety of birds of special interest such as Great Blue Heron, Barn Owl and Pileated Woodpecker. The central wetlands are fragmented, and are threatened by adjacent development, road expansion and invasive species; however, they continue to play a key role in maintaining residual wildlife populations in Richmond. In addition, the peat soils of these wetlands could serve as significant areas for carbon sequestration if managed and enhanced over time.

## Strategy Area Issues

- Invasive species proliferation
- Lack of baseline data for hydrological regime
- Habitat loss and fragmentation
- Surrounding urban development is impacting bog ecology
- While City owns 3 out of 4 parcels, the future status of DND lands is unclear

## Strategy Area Opportunities

- High profile natural areas in Richmond
- Largest in-land hubs within the Ecological Network,
- Garden City Lands Legacy Landscape Plan outlines strong synergies with the Ecological Network
- Existing educational programming in the Richmond Nature Park
- Active, existing environmental stewardship initiatives and groups



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	<b>Use green infrastructure to further connect the Central Wetland parcels</b>	<p><b>4.1</b> Explore strategies to enhance riparian corridors and green infrastructure within the Richmond Nature Park and Garden City Lands</p> <p><b>4.2</b> Monitor hydrology of the Central Wetlands to establish management strategies for the long-term sustainability of the wetlands</p>
Vegetation, Habitat & Wildlife	<b>Protect and enhance remaining bog ecology</b>	<p><b>4.3</b> Develop an Invasive Species Action Plan to guide early detection, mapping, priority management areas and restoration solutions for invasive plants and pests on the three City-owned parcels within the Central Wetlands</p> <p><b>4.4</b> Develop an inventory of significant wildlife trees in the City, including within the Richmond Nature Park, and develop management tools for development scenarios</p>
Parks & Public Spaces	<b>Incorporate Ecological Network connections into Richmond Nature Park and Garden City lands enhancements</b>	<p><b>4.5</b> Integrate the goals and objectives of the Ecological Network into the future Urban Forest Management Strategy</p> <p><b>4.6</b> Incorporate ecosystem services, green infrastructure and habitat enhancement into the management strategy for the Richmond Nature Park and the Garden City Legacy Landscape Plan planning process</p>
Stewardship & Collaboration	<b>Support on-going education and stewardship related to Richmond’s bog ecosystems</b>	<p><b>4.7</b> Work with local institutions and conservation groups to support the on-going community education and participation in ecological management for the bog ecosystems within the Central Wetlands</p> <p><b>4.8</b> Develop and implement tools for ‘Citizen Scientists’ that encourage local residents to inventory, monitor and protect the central wetlands environment (i.e. monitoring of wildlife activity, removal of invasive plants)</p>

### Desired Outcomes

The Central Wetlands continue to play a significant role in habitat provision, hydrological function and ecosystem services for the City of Richmond. Ecological enhancements, including the removal of invasive species and the management of wildlife to ensure that these remnant wetlands remain ecologically productive, serve as reminders of our natural history, and provide areas for on-going education, stewardship and local identity. No longer considered as a separate discrete area, the Central Wetlands are maintained through strong ecological and cultural connections to the rest of the City.

# INDUSTRIAL STRATEGY AREA



Industrial areas in the City comprise of a variety of land uses including Industrial/ Office Business Park, Industrial only, and Industrial/ Office/ Limited Retail. In general, impervious paving and coverage tend to dominate these areas with very few pockets of natural or pervious space. Ecologically, Richmond's industrial strategic areas abut extensive portions of the Fraser River, thus creating significant opportunities for ecological management and restoration in addition to those outlined in the ESA DPA for Shoreline and Intertidal areas. The Industrial strategic area presents an important opportunity for stewardship, restoration and enhancement through the Bath Slough Revitalization Initiative. The initiative builds on the upgrading of the Bath Slough pump-station in 2015 and will revitalize one of Richmond's last remaining sloughs through a series of actions and programs including; invasive species removal, native vegetation planting, and bank stabilization. In addition, the area provides ample opportunity for the development of green infrastructure interventions such as green roofs, innovative stormwater management measures (especially in managing areas with significant impervious paving), pervious paving, rainwater collection and on-site re-use.

## Strategy Area Issues

- Habitat loss (terrestrial and foreshore)
- Increase in impervious surfaces
- Encroachment of materials (storage) onto City lands
- Invasive species
- Contamination, dumping, storage of hazardous materials
- Jurisdictional challenges with a large portion of industrial areas owned by Port Metro Vancouver

## Strategy Area Opportunities

- High potential for restoration and green infrastructure interventions
- Promotion of industrial stewardship to improve environmental practices
- Council approved Bath Slough Revitalization Initiative in 2014



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	Promote green infrastructure solutions (i.e. rainwater management, retention of native plants, eco-hedgerows, sediment and erosion control)	<p>5.1 Integrate tidal gates into Bath Slough and Woodward Slough pump station where feasible during station upgrading</p> <p>5.2 Implement rainwater management strategies for industrial developments, including strategies to minimize impacts of future development, introduce rainwater harvesting techniques, erosion and sediment control, and enhanced riparian corridors and green infrastructure</p> <p>5.3 Maintain riparian management tools to further protect and restore riparian areas in industrial areas</p> <p>5.4 Develop guidelines for green infrastructure that provide a variety of options for rainwater / run-off management for industrial developments, aligning with recommendations in the draft IRRMS</p>
Vegetation, Habitat & Wildlife	Restore and enhance riparian and foreshore zones in industrial areas	<p>5.5 Maintain Environmentally Sensitive Areas within industrial areas to ensure habitat features are preserved and enhanced</p> <p>5.6 Promote native plantings and integration of ecological features into industrial site design and landscaping</p>
Parks & Public Spaces	Highlight the Ecological Network strategically in industrial areas, including advancing the Bath Slough Revitalization Initiative	<p>5.7 Work with other City Departments to encourage public art interpretation of the Fraser River Estuary and other aspects of Richmond's local ecology</p> <p>5.8 Through the Bath Slough Revitalization Initiative, bring more awareness to the Ecological Network through expansion of the Bridgeport Industrial Park pollinator pasture, stewardship, education and enhancement within Bath Slough</p> <p>5.9 Implement at least one showcase project per year for the Bath Slough Revitalization Initiative (within the Bridgeport neighbourhood)</p>
Stewardship & Collaboration	Engage in education and outreach with local business and other agencies regarding eco-industrial initiatives	<p>5.10 Maintain stewardship educational material for industrial areas that serves as an accessible reference for creating and maintaining healthy habitats;</p> <p>5.11 Continue industrial business outreach and engagement for stormwater pollution prevention. Coordinate industrial outreach and engagement efforts with energy efficiency and renewable programs.</p> <p>5.12 Promote eco-industrial opportunities that encourage adjacent industrial businesses to share resources and collaborate for more efficient delivery of services and products.</p> <p>5.13 Engage with Port Metro Vancouver to explore collaborative opportunities for enhancing local ecology</p>

### Desired Outcomes

Richmond's industrial areas serve as important sources of employment while also serving as progressive examples of successful and functional green infrastructure integration within industrial, highly altered environments. The shoreline areas abutting the industrial strategy area are enhanced habitat environments, and the Bath Slough corridor, including the Bridgeport Industrial Park pollinator pasture, serve as a premier example of successful habitat, amenity enhancement and restoration in the heart of industrial lands. The City's industrial partners feel engaged and have a strong understanding of the role of industrial stewardship in contributing to ecological and community health.

# WEST DIKE STRATEGY AREA



The West Dike is a key location for leisure activities in Richmond and is regularly identified as one of the City's most significant waterfront destinations. As the beauty and aesthetic value of the area derives from its natural assets, careful management of the area is required. This unique north-south dike provides an important public amenity while providing community protection at the same time. The West Dike acts as a transition zone between the extensive foreshore marsh habitats and adjacent inland residential neighbourhoods and park lands. The area is defined by the adjacent Sturgeon Bank Wildlife Management Area (WMA) and the adjacent Grauer Lands that were recently purchased by the City and Ducks Unlimited. A Riparian Management Area runs along much of the inner flank of the West Dike providing drainage and refuge for waterfowl and other fresh water aquatic species. Recognizing the significant impacts of climate change and sea level rise on the Richmond foreshore, the City will continue to investigate strategies and solutions that address the needs for dike upgrades and the associated tidal marsh habitats along Sturgeon Bank. Residential developments adjoin much of the west dike and have a direct role to play in its health and connection with the rest of the City.

## Strategy Area Issues

- Climate change and sea level rise
- Protection of Riparian Management Areas and Environmentally Sensitive Areas
- Invasive species
- Critical intertidal / foreshore habitat
- Growing population increases use / access

## Strategy Area Opportunities

- Area of focus for Dike Master Plan
- City ownership of Grauer Lands
- Critical ecological and recreational corridor



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	<p><b>Improve upland watercourses of the West Dike to enhance ecological health</b></p>	<p><b>6.1</b> Implement strategies to enhance riparian corridors and green infrastructure in areas adjacent to and along the West Dike</p> <p><b>6.2</b> Explore options for restoring freshwater or intertidal wetlands as part of dike upgrading</p> <p><b>6.3</b> Implement best practices to guide wetland protection and restoration</p> <p><b>6.4</b> Support the retention of watercourses upland of the West Dike as significant habitat features</p> <p><b>6.5</b> Ensure Ecological Network interests are addressed through dike management and habitat restoration initiatives</p> <p><b>6.6</b> Work with partners and senior government to implement measures to mitigate the ecological effects of sea level rise on the Sturgeon Bank foreshore and sandflats</p> <p><b>6.7</b> Seek ongoing integration of Ecological Network features into capital projects</p>
Vegetation, Habitat & Wildlife	<p><b>Restore and enhance habitat, riparian and foreshore areas around the West Dike &amp; Explore innovative best management practices for vegetation and drainage management</b></p>	<p><b>6.8</b> Maintain Environmentally Sensitive Areas and Riparian Management Areas in intertidal areas, foreshore zones, and areas adjacent to the West Dike to ensure habitat features are preserved</p> <p><b>6.9</b> Develop an Invasive Species Action Plan to guide early detection, mapping, priority management areas and restoration solutions for invasive plants and pests on City-owned lands on and adjacent to the West Dike. Prioritize invasives treatment within the riparian management area adjacent to West Dike as an Ecological Network demonstration project.</p> <p><b>6.10</b> Integrate ecological features and native plantings into site design and landscaping occurring along the West Dike. Include guidance on mowing regimes respecting bird nesting and other wildlife considerations.</p> <p><b>6.11</b> Develop an inventory of significant wildlife trees in the City, including along the West Dike, and develop policy guidance for development scenarios</p> <p><b>6.12</b> Conduct a base-line study to determine species utilization of urban areas, particularly with regard to Species at Risk and birds of prey (raptors) in Terra Nova and the West Dike area</p> <p><b>6.13</b> Develop a Songbird and Raptor Initiative to identify issues facing bird and raptor survival and strategies to allow wildlife to thrive.</p>
Parks & Public Spaces	<p><b>Enhance ecological assets along the waterfront and Terra Nova</b></p>	<p><b>6.14</b> Continue to encourage public art features along the waterfront that interpret and reflect Richmond's local ecology</p> <p><b>6.15</b> Identify ecological enhancement opportunities within the resource management plan for Terra Nova Rural Park</p>
Stewardship & Collaboration	<p><b>Continue active stewardship initiatives occurring in this area</b></p>	<p><b>6.16</b> Work with community partners and groups to continue advancing environmental stewardship opportunities along the West Dike, Terra Nova, and in adjacent residential areas. Carry out periodic reviews (i.e. surveys) of opportunities for further collaboration.</p>

### Desired Outcomes

On-going research, innovation and continued improvement to the dike public amenity have resulted in this area serving the dual roles of maximizing the foreshore, riparian habitats and ecosystem services of Sturgeon Bank and maintaining the protection of City infrastructure. The West Dike is a critical amenity corridor and a significant recreational venue. The corridor is managed to accommodate anticipated population increases while implementing management strategies specific to the West Dike. The health of the area depends not only on the habitat outside the dike but also the dike itself and the community bordering it. The ecological health of the West Dike is supported through the on-going improvement of upland watercourses and through innovative Best Management Practices such as vegetation and drainage management. On-going engagement with the adjacent community instills a sense of ownership and pride in the community's continued stewardship of the area.

# SEA ISLAND–YVR STRATEGY AREA



Situated on Sea Island, Vancouver International Airport (YVR) is the second busiest airport in Canada. Located at the mouth of the Fraser River estuary, the airport is surrounded by large tracts of ecological lands included within the Iona/SICA and Sturgeon Bank WMA strategy area. Vancouver International Airport is owned by Transport Canada and managed by the Vancouver Airport Authority. The Vancouver Airport Authority has an overarching Environmental Management Plan, and also has a comprehensive wildlife program to maintain aviation safety and to protect important wildlife values in the vicinity of the airport.

## Strategy Area Issues

- Jurisdictional complexities - federally owned
- Protection of significant bird habitat while supporting aeronautical safety areas
- Invasive species

## Strategy Area Opportunities

- Other key stakeholders, organizations, and agencies to be engaged for environmental initiatives
- Sea Island Slough revitalization initiatives



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	Seek opportunities to strategically manage rainwater and runoff on Sea Island	7.1 Collaborate with Vancouver Airport Authority to determine opportunities for coordination of rainwater management approaches
Vegetation, Habitat & Wildlife	Seek to enhance the integrity of plant and wildlife communities that move between YVR and City boundaries	7.2 Support early detection, mapping, and restoration solutions for invasive plants and pests on City lands and adjacent lands on Sea Island. Work with other jurisdictions and agencies operating within Sea Island to advance invasive species management 7.3 Identify collaborative opportunities for wildlife monitoring and management, with agencies such as Canadian Wildlife Services, Metro Vancouver, Vancouver Airport Authority, and Port Metro Vancouver
Parks & Public Spaces	Enhance connections within and between ecological lands under various jurisdictional control	7.4 Explore opportunities for greater ecological connectivity between City owned lands and Sea Island areas under the control of Vancouver Airport Authority, Port Metro Vancouver, and Metro Vancouver
Stewardship & Collaboration	Partner and participate within Vancouver Airport Authority processes to align ecological goals and objectives	7.5 Work with Vancouver Airport Authority to restore and enhance Sea Island Slough 7.6 Participate as a member of the YVR Environmental Advisory Committee

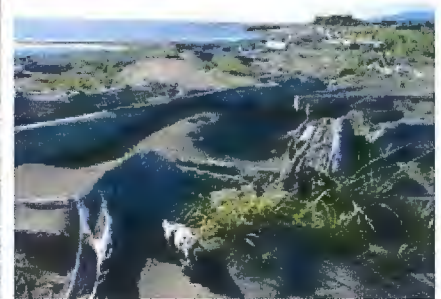
### Desired Outcomes

Existing partnerships between the City, YVR and other agencies are built upon and strengthened to address burgeoning ecological challenges and opportunities. Sea Island is ecologically connected to the rest of the city.



# IONA–SICA (SEA ISLAND CONSERVATION AREA) STRATEGY AREA

8



The Iona/SICA Strategy Area occupies lands within the jurisdiction of the Canadian Wildlife Service (Sea Island Conservation Area), Metro Vancouver (Greater Vancouver Sewerage & Drainage District and Metro Vancouver Park lands), YVR and the City of Richmond (Macdonald Beach Park). Bounded by the Fraser River Macdonald Slough and the foreshore, these estuarine lands, including the Iona Spit, provide a contiguous network of protected habitat that include remnant dune habitat, foreshore and slough marshes, remnant forest patches, upland open fields, saline marshes and open water ponds. The Metro Vancouver Sewage Treatment Plant lands, the jetty and other leased businesses including log booming and other non conservation activities that occur in this area.

## Strategy Area Issues

- City's powers are limited due to jurisdictional complexities (multiple jurisdictions present)
- Invasive species proliferation

## Strategy Area Opportunities

- Significant intertidal and foreshore habitat
- High profile ecological and recreational amenities
- Significant ecosystem services present

Focus Areas	Objectives	Actions & Initiatives
Vegetation, Habitat & Wildlife	<b>Enhance ecological resiliency and connectivity of lands where there is a diversity of tenure</b>	<ul style="list-style-type: none"> <li><b>8.1</b> Support early detection, mapping, and restoration solutions for invasive plants and pests on City lands and other lands in Iona-SICA area . Work with other jurisdictions and agencies to advance invasive species management in this strategy area</li> <li><b>8.2</b> Establish Champion the establishment of a working group to consider a broad ecological enhancement plan for the area.</li> <li><b>8.3</b> Identify collaborative opportunities for wildlife monitoring and management with other agencies involved in wildlife and foreshore management, including Canadian Wildlife Services, Metro Vancouver, Vancouver Airport Authority, and Port Metro Vancouver</li> <li><b>8.4</b> Participate in the Port Metro Vancouver (PMV) habitat enhancement considerations for the SICA lands to the west of Macdonald Beach.</li> </ul>
Stewardship & Collaboration	<b>Foster community stewardship and education initiatives</b>	<ul style="list-style-type: none"> <li><b>8.5</b> Support the provision of information on stewardship opportunities in the estuary.</li> <li><b>8.6</b> Develop partnerships with non-profit organizations that focus on the Fraser River (Fraser Basin Council, Fraser River Discovery Centre, Pacific Salmon Foundation, etc.) to develop Richmond-tailored programming.</li> </ul>

### Desired Outcomes

Ecological resiliency, ecosystem services and green infrastructure functions are enhanced when large, contiguous tracts of land can be assembled and managed with a common ecological goal. The Iona/SICA Strategy Area represents a unique assemblage and Hub. The Fraser River riparian, dune, slough and foreshore habitats fall within different jurisdictions, yet are managed for their overall ecological connectivity. These lands continue to contribute significantly to the community as a public amenity for wildlife viewing and recreation due to the unique estuarine setting.



# WILDLIFE MANAGEMENT AREAS STRATEGY AREA



As an estuarine municipality, Richmond is home to two provincially designated Wildlife Management Areas (WMAs), Sturgeon Bank and the South Arm Marshes. These large hub areas provide critical foreshore marshes and island habitat that support a diversity of ecological habitats that are integral to our estuarine island City. These WMAs are also part of a recently expanded and renamed Ramsar site called the Fraser River Delta. This international designation recognizes critical migratory habitat for shorebirds, migrating and wintering waterfowl and critical feeding and rearing for anadromous salmon during their transition between river and marine stages of their life cycle.

## Strategy Area Issues

- Habitat impacts from external development and waterfront activities within the Fraser River, Gulf of Georgia
- WMA health key to ecosystem services such as wildlife habitat, dissipation of wave energy and sea level rise protection
- Invasive species
- Major infrastructure projects for oil, coal, and gas transport

## Strategy Area Opportunities

- Largest aquatic hub areas within the Ecological Network
- Wildlife viewing and nature interpretation
- Designation of Fraser River Delta as Ramsar Wetland of International Significance
- City-owned Grauer Lands
- Province reviewing original WMA management plans
- Significant ecosystem services present



Focus Areas	Objectives	Actions & Initiatives
Vegetation, Habitat & Wildlife	<p><b>Protect foreshore habitat for a diversity of waterfowl, shorebirds and salmon &amp; Collaborate with stakeholder agencies and organizations to enhance protection of WMAs and minimize impacts to the foreshore</b></p>	<p><b>9.1</b> Champion greater communications with stakeholders to discuss ongoing baseline monitoring and management of WMAs.</p> <p><b>9.2</b> Support early detection, mapping, and restoration solutions for invasive plants and pests within the WMAs. Work with other jurisdictions and agencies to advance invasive species management in this strategy area.</p> <p><b>9.3</b> Identify collaborative opportunities for wildlife monitoring and management, with external agencies involved in foreshore and wildlife management, including Canadian Wildlife Services, Metro Vancouver, Vancouver Airport Authority, and Port Metro Vancouver</p> <p><b>9.4</b> Continue to work with Port Metro Vancouver feasibility assessments for enhancement in Sturgeon Bank.</p> <p><b>9.5</b> Work with external agencies involved in foreshore management to protect and enhance the ecological values of the Fraser River, foreshore areas and Sturgeon Bank.</p> <p><b>9.6</b> Work with other City departments to encourage public art interpretation of Richmond's local ecology, including the WMAs and the Fraser River Estuary.</p>
Stewardship & Collaboration	<p><b>Foster community stewardship and education initiatives focused on the Fraser River Estuary and foreshore</b></p>	<p><b>9.7</b> Work with community partners and non-profit organizations that focus on the Fraser River Estuary to develop Richmond-tailored programming.</p> <p><b>9.8</b> Support the provision of information on stewardship opportunities in the estuary.</p>

### Desired Outcomes

The long term ecological resiliency of the WMAs is maintained over time. Retention of the ecological resiliency assures that the WMAs continue to provide the essential wildlife/conservation values and ecosystem services that are critical for the estuary. Expanded linkages with adjacent ecological lands (e.g., Grauer Lands), habitat restoration, enhancement projects and ongoing research within the WMAs continue to support their long term ecological resiliency.

# FRASER RIVER STRATEGY AREA



The Fraser River created the islands that are now Richmond and continues to define the City and its setting. Richmond lacks conventional watersheds; instead it is located in the estuary of the largest river in western Canada. Surrounded by the Fraser and its exceptional natural values, Richmond's EN is inextricably linked to the river. The Fraser River Strategy Area is defined by extensive wetlands critical for many species, particularly migratory birds. The Fraser River estuary serves as critical habitat for all five species of Pacific Salmon, and the Fraser River itself is one of the largest salmon-bearing rivers in the world. The 2041 Richmond Official Community Plan (OCP) contains several policies that speak to the need to protect the Fraser River. Some of these pertain to prioritization of the protection and enhancement of the Fraser and West Dike foreshore habitat. This is identified through compliance with Environmentally Sensitive Area (ESA) and Riparian Management Area setbacks. In addition, the OCP provides guidance in show-casing Richmond's waterfront by linking the river with the community through recreational opportunities as well as by protecting, enhancing and connecting ecological values and public amenities, and providing educational and interpretive programming.

## Strategy Area Issues

- The Fraser River is a 'living working river' and the challenge is to balance demands of waterfront activities with high value estuarine habitat
- Jurisdictional complexities
- Major infrastructure projects for oil, coal, and gas transport

## Strategy Area Opportunities

- Significant portion of the Ecological Network's hubs occur on the Fraser River
- High profile and well-recognized component of Richmond's ecological network
- Existing City guidelines and process related to habitat protection and development of the Fraser River foreshore
- Significant ecosystem services present



Focus Areas	Objectives	Actions & Initiatives
Green Infrastructure & Development	Protect ecological productivity of the Fraser River	<p><b>10.1</b> Implement rainwater management strategies in order to improve water quality delivered to the Fraser River via the drainage network</p> <p><b>10.2</b> Develop riparian management tools to further protect and restore riparian areas conveying water to the Fraser River</p> <p><b>10.3</b> Identify opportunities for landowner engagement and habitat restoration where encroachment onto city-owned property adjacent to the river has occurred</p> <p><b>10.4</b> Integrate tidal gates and riparian restoration into pump stations where feasible during station upgrading</p> <p><b>10.5</b> Monitor environmental assessments for major infrastructure projects on the Fraser River, provide input and update Council</p> <p><b>10.6</b> Seek ongoing integration of Ecological Network features into capital projects</p>
Vegetation, Habitat & Wildlife	Support the ecological services associated with healthy foreshore habitat and vegetation	<p><b>10.7</b> Maintain foreshore Environmentally Sensitive Areas to ensure adjacent habitat features are protected and enhanced</p> <p><b>10.8</b> Support early detection, mapping, control, and restoration solutions for invasive plants and pests affecting foreshore habitats</p> <p><b>10.9</b> Continue to collaborate with senior government agencies (i.e. FLNRO, MoE, Department of Fisheries and Oceans) to ensure transparent and effective communication with the City for foreshore protection, restoration, and development approval processes</p>
Parks & Public Spaces	Seek opportunities to further protect and enhance ecological assets through parks and public spaces adjacent to the foreshore	<p><b>10.10</b> As part of the waterfront experience, work with other City departments to encourage public art interpretation of Richmond’s foreshore and Fraser River Estuary</p> <p><b>10.11</b> In partnership with other agencies involved in foreshore management, identify priority areas for the protection, enhancement, and creation of foreshore habitat features such as marshes</p>
Stewardship & Collaboration	Provide education and interpretive programming to increase environmental awareness about the Fraser River ecosystem	<p><b>10.12</b> Expand and update interpretive and stewardship materials for the Fraser River Estuary in collaboration with other agencies and organizations.</p> <p><b>10.13</b> Develop partnerships with non-profit organizations that focus on the Fraser River (Fraser Basin Council, Fraser River Discovery Centre, Pacific Salmon Foundation, etc.) to develop Richmond-tailored programming.</p> <p><b>10.14</b> Continue to work with and liaise with other local and regional governments regarding environmental management best practices</p>

### Desired Outcomes

The north, south and middle arms of the Fraser are places of high-functioning ecological health, increased water quality, and are valued as Richmond’s most important assets with development enhancing the environment and exerting a light-footprint upon the City’s most significant ecological asset. The City will use the EN structure to be a responsible steward of the Fraser River. The EN will function to protect and enhance the foreshore and riverine environment while accommodating anticipated development. The EN directions are intended to provide tactical and site-level actions that will guide development on the foreshore.





# APPENDIX 1

## Glossary & References



## Glossary

**Agricultural Land Reserve (ALR):** means agricultural land designated as an agricultural land reserve under the Agricultural Land Commission Act and includes an agricultural land reserve under a former Act.

**Connectivity Zone:** a non-linear area that provides connectivity for biodiversity and other ecological components between habitat patches; for example a large old field may be a connectivity zone between adjacent wetlands but the movement route does not follow a linear feature such as watercourse.

**Corridor:** is a linear feature such a watercourse and adjacent riparian zone that allows the movement of wildlife or other biodiversity components between habitat patches.

**Ecological Network:** is the inter-connected system of natural areas across Richmond's landscape. It is composed of both terrestrial and marine (shoreline and intertidal) areas.

**Ecosystem Services:** the benefits the city and its residents obtain from the environment, These services contribute to ecological health of water, air and soil and the wellbeing of city residents. Ecosystem services include rainwater storage and filtration, areas for wildlife foraging, food production, pollination, and recreational and scenic areas.

**Environmentally Sensitive Area:** an ecologically important area identified and mapped by the City of Richmond within the Official Community Plan; most are protected as development permit areas.

**Foreshore:** the sea or river-bed outside of Richmond's perimeter dike and below the high water mark. Under the Land Act, the foreshore is referred to as a "natural boundary" and is owned by the provincial government.

**GIS (Geographic Information System):** a system of organizing, analyzing, and displaying spatial (map) data; it can be thought of as digital map with many layers including features that are points, lines, or shapes.

**Green Infrastructure:** encompasses the components of the natural and built environment that provide ecosystem services such as drainage, water filtration, green space, and wildlife habitat; they are often smaller than components of the EN.

**Greenway:** is a linear corridor for improving environmental quality and outdoor recreation or transportation; the Railway Avenue Greenway is an example in Richmond.

**Highwater Mark:** a line defining the highest elevation of inundation from water under normal tides or floods; it is often the lowest point for rooted woody vegetation; it defines the boundary between the terrestrial and intertidal or marine realms.

**Hub:** a component of the EN that is greater than 10 ha in size

and naturalness >3; it may be forest, wetland, or other type of ecosystem; hubs are the most important part of the EN.

**Matrix:** in an EN, the matrix is the developed portion of the landscape (e.g., houses, farms, developed parks) that surrounds the main components of the EN; it also provides some ecological values and ecosystems services and influences the function of the network.

**Official Community Plan:** reflects the overall values of the community by establishing a vision, goals, objectives, and policies for topics such as sustainability, development and servicing, and urban design. The Ecological Network concept was introduced in the 2041 OCP, adopted in 2012.

**Riparian Management Area (RMA):** a 5 or 15- metre wide zone (depending on watercourse size and fish habitat value) on both sides of a watercourse (measured from the highwater mark) which is used to maintain watercourse health; RMAs were implemented in response to provincial requirements under the BC Fish Protection Act.

**Riparian Zone:** the land area bordering watercourses or shorelines with distinctive vegetation, topography, and soils related to its proximity to watercourses; riparian zones are important for biodiversity, watercourse health, and other values (shading, bank stabilization, etc.).

**Shoreline Zone:** areas within 30 m of the highwater mark of the Fraser River or the Strait of Georgia; it includes developed and natural areas.

**Site:** a component of the EN between 0.1 and <10 hectares in size and naturalness >3; it may be forest, wetland, or other type of ecosystem; sites are important for maintaining connectivity within development landscapes.

**Strategy Area:** used to guide the application of the Ecological Network into the future strategy areas characterize areas of Richmond based on vegetation type, land use, and stewardship and development opportunities.

**Watercourse:** a water feature with a defined channel formed by the regular movement of water; in Richmond, watercourses are mainly man-made or modified features such as ditches and canals.

**Wildlife Management Area:** an area of land designated under section 4(2) of the Wildlife Act for the benefit of regionally to internationally significant fish and wildlife species or their habitats. Conservation and management of fish, wildlife and their habitats is the priority in a WMA, but other compatible land uses may be accommodated.

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# APPENDIX 2

## Methodology for Mapping Richmond's Ecological Network

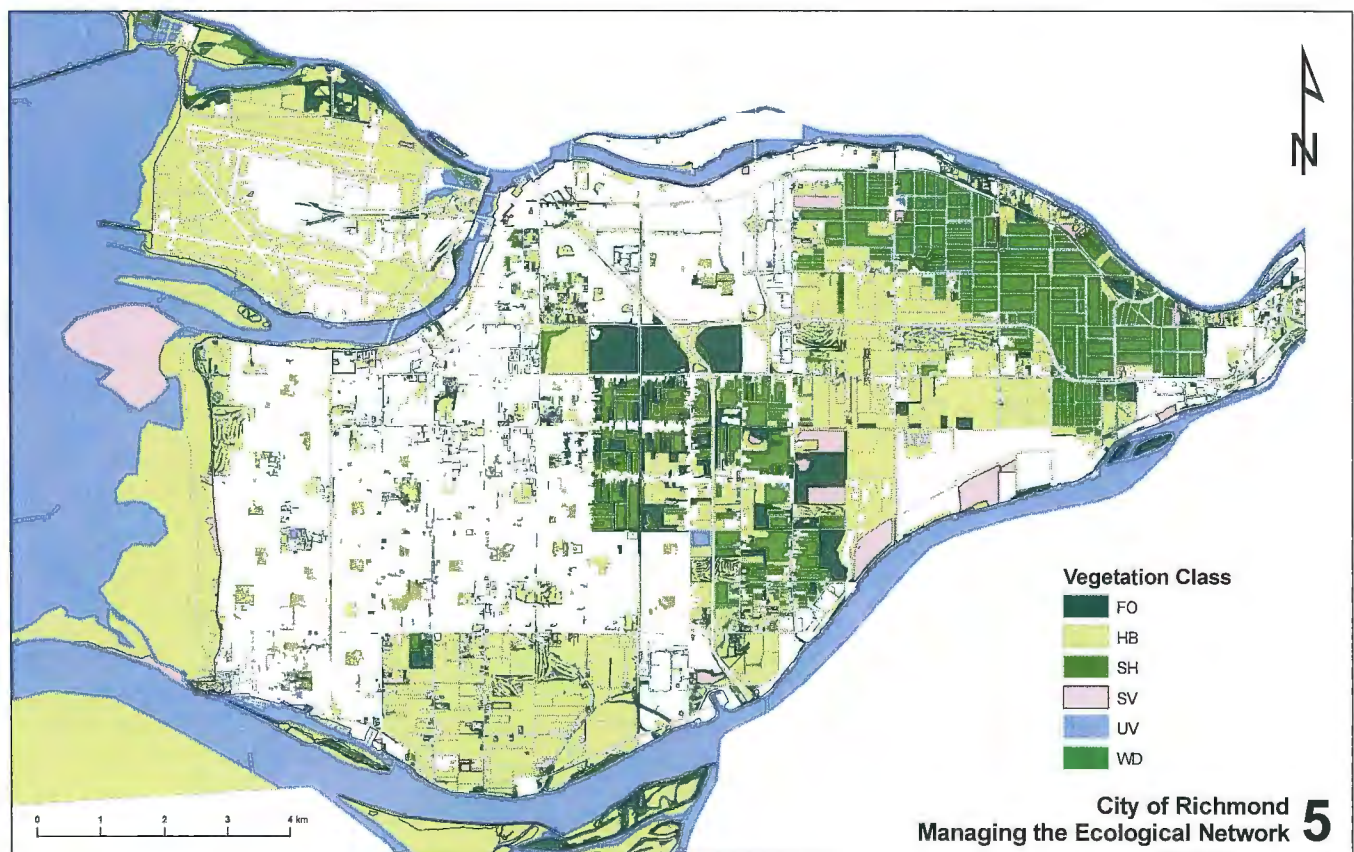


## Overview

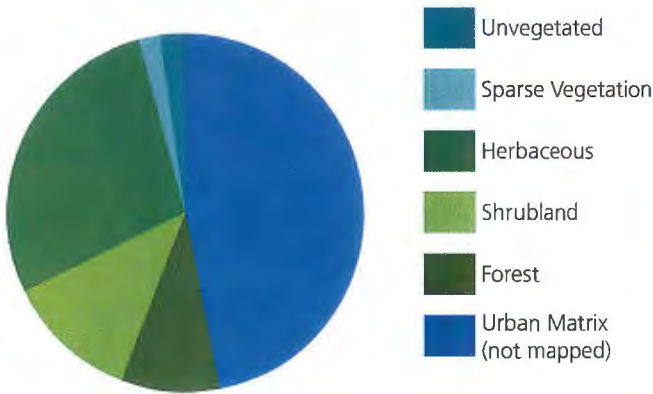
Richmond's Ecological Network was identified using a science-based approach to mapping natural and semi-natural vegetation, assessing the size, distribution, and relative value of natural habitats, and examining the potential connections between them. Vegetation was used as the primary indicator of ecological value and function because it is easily mapped from air photos, and its structure, composition, and condition can be used as a surrogate for a broad range of ecological values including biodiversity. A summary of analysis methods are provided in this section. The resultant maps for this Strategy build upon the mapping developed for the EN within the 2041 Official Community Plan - the Ecological Network Management Map and the ESA Development Permit Type Map.

## Mapping of Natural and Semi-Natural Vegetation

Natural and semi-natural vegetation in the City of Richmond was mapped using spring 2009 air photos. Vegetation was divided into five structural classes, and more detailed attributes based on vegetation structure and composition were assigned to each vegetation unit. Larger wetlands, agricultural fields, and developed vegetation types such as lawns and gardens were also mapped. A limited field review was conducted to verify the accuracy of vegetation mapping.



Vegetation classes in Richmond (% of total land area)



Vegetation Classes and Subclasses	
Class	Subclass
<b>Forest (FO)</b>	<ul style="list-style-type: none"> <li>Evergreen Forest</li> <li>Deciduous Forest</li> <li>Mixed Evergreen-Deciduous Forest</li> </ul>
<b>Shrubland (SH)</b>	<ul style="list-style-type: none"> <li>Evergreen Shrubland</li> <li>Deciduous Shrubland</li> <li>Mixed Evergreen-Deciduous Shrubland</li> </ul>
<b>Herbaceous (HB)</b>	<ul style="list-style-type: none"> <li>Perennial Graminoid Vegetation</li> <li>Hydromorphic Rooted Vegetation</li> <li>Annual Graminoid or Forb Vegetation</li> </ul>
<b>Sparse Vegetation (SV)</b>	<ul style="list-style-type: none"> <li>Boulder, Cobble, Gravel, Sparse Vegetation</li> <li>Unconsolidated Material Sparse Vegetation</li> </ul>
<b>Unvegetated (UV)</b>	<ul style="list-style-type: none"> <li>Unvegetated Unconsolidated Material</li> <li>Unvegetated Water</li> </ul>

The key results of the vegetation assessment are summarized below:

- A total of **6,841 ha** of Richmond's terrestrial land area (inside the high water mark) and another 13,861 ha of its marine and intertidal areas (outside the high water mark) were mapped as part of the study.
- **About 9% of Richmond is forested.** Forested plant communities include bog forests composed primarily of shore pine and birch, mature black cottonwood stands along ditches and the banks of the Fraser River, and red alder stands which have regenerated in areas that were previously cleared. Some areas identified as forest are made up of planted ornamental trees and have low naturalness value.
- **Herbaceous vegetation is the dominant vegetation class in Richmond,** covering 28% of Richmond's land area. Most of the herbaceous cover is comprised of agricultural fields, rough grass areas that are not actively cultivated, and playing fields and lawn areas in parks. Old fields (abandoned or fallow agricultural lands with a mix of grass and shrub vegetation) are also present.
- **Shrub cover accounts for 12% of Richmond's vegetation.** This includes shrub communities in bogs (composed of Labrador tea, bog blueberry, and salal), agricultural fields in cranberry or blueberry production, hardhack and willow thickets in moist sites (such as along watercourses), and areas of Himalayan blackberry and other predominantly non-native shrubs along ditches, railway rights-of-way, roadsides, fence lines, and field margins.
- **Only a small area of Richmond's land area, approximately 4%, is covered by sparse vegetation or is unvegetated.** Sparse vegetation includes habitats like the sand dunes at Iona Beach. In contrast, 90% of intertidal and marine areas are either sparsely vegetated (e.g., mudflats) or unvegetated (mostly river channel). More natural sparsely vegetated sites include beaches and mudflats while less natural sites include dyke faces and recently cleared development sites.



## Assessing Naturalness

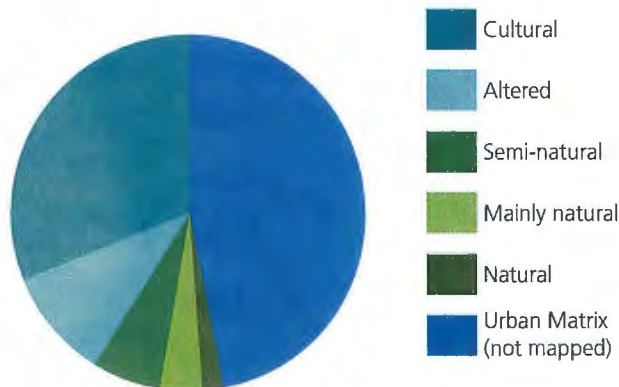
Vegetation naturalness is an important attribute for assessing ecological function and value, particularly for biodiversity. Naturalness describes how altered a landscape or area is from its natural state. This attribute was assessed on a scale from 1 (least natural) to 5 (most natural) for each unit. For example, maintained non-native shrubs in a landscaped bed in an urban park generally have lower value for biodiversity than native shrub vegetation. Similarly, natural wetland vegetation is indicative of functioning hydrology and water quality relative to constructed landscape ponds without aquatic vegetation.

Naturalness characteristics of Richmond are summarized below:

- Of the 20,702 ha of area mapped in Richmond's boundary (land and water), **58% was classified as having some natural characteristics** (Naturalness 3, 4, and 5).
- **Only 12% of Richmond's land area has natural or mainly natural characteristics** (Naturalness 4 and 5). Most is intertidal wetland, designated as ESA within the OCP.

- Within Richmond's terrestrial land area, approximately:
  - 560 ha (6%) is classified as semi-natural (Naturalness 3);
  - 558 ha (4%) of vegetation is classified as mainly natural (Naturalness 4); and
  - 283 ha (2%) was classified as natural (Naturalness 5).
- Terrestrial areas mapped as mainly natural (Naturalness 4) were predominantly remnant bog forest such as Richmond Nature Park.
- The **average naturalness value of Richmond's municipal parks was 1.8** which indicates a general lack of ecological features. Comparatively speaking, this is similar to the park network in the City of Vancouver, but lower than City of Surrey.
- Because of Richmond's natural and cultural history (most of Richmond was originally part of the Fraser River delta, and most land was diked to allow for settlement and farming), **the only vegetation classified as natural (Naturalness 5) are the foreshore marshes and mudflats** on Sturgeon Bank and the western perimeter of Sea Island.

Naturalness of Vegetation in Richmond (% of total land area)



Natural Values for Vegetation in Richmond

Naturalness	Definition
<b>1. Cultural</b>	Vegetation that is regularly maintained.
<b>2. Altered</b>	Heavily disturbed vegetation that is often a mix of native and non-native species; may be recovering or rapidly changing.
<b>3. Semi-natural</b>	Disturbed vegetation; predominantly native species but lacking some species and structures associated with natural vegetation.
<b>4. Mainly Natural</b>	Disturbed historically (logged) by sufficient time to restore native species and structure.
<b>5. Natural</b>	Undisturbed by direct human activity.

## Identifying the Ecological Network

Several analyses using the vegetation mapping, watercourse, shoreline, and park system information were undertaken to identify the components of the EN.

The main analysis focused on identifying the largest areas of natural vegetation. These were termed "hubs" because of their essential role in sustaining the EN. Hubs are essential for sustaining urban biodiversity, as well as providing other ecosystem services such as capturing, storing and infiltrating rainfall. Smaller natural areas were called "sites" and connections between EN were called either "corridors" or "connectivity zones" depending on their size and configuration. Shoreline and riparian areas, as well as parks and greenways were added to the EN because of their importance as green space for both biodiversity and people.

### Hubs

- Vegetation comprised of semi-natural or natural vegetation (naturalness  $\geq 3$ ) and 10 ha in size or greater.
- Areas 10 ha were selected as the size threshold for hubs because they can support populations of many native wildlife species, particularly if there are other natural areas nearby.

### Sites

- Sites are areas of semi-natural to natural vegetation (naturalness  $\geq 3$ ) between 0.25 ha and 10 ha in size.

### Shoreline

- Lands within 30 m (landward) of the high water mark, added to the EN regardless of their land use, vegetation, or naturalness.
- Shoreline areas contribute to the health of the adjacent intertidal zone and provide important habitat for wildlife. Stable shoreline zones help maintain the ecological health of adjacent intertidal marshes and mudflats.
- Shoreline areas are important sites to manage during development and redevelopment when ecological features such as riparian vegetation can be protected or restored.

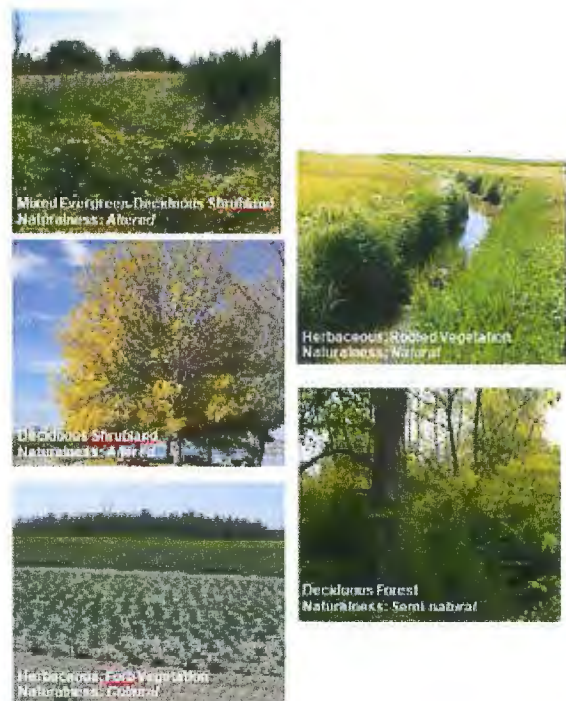
### Riparian Areas

- Watercourses and their associated Riparian Management Areas (RMAs; 15 m and 5 m setbacks around selected watercourses in Richmond) are also an important part of Richmond's EN.
- Riparian areas are recognized as transitional areas between aquatic and terrestrial zones and have a broad range of ecological functions including shading watercourses, filtering runoff, providing nesting and feeding areas for birds and mammals, and acting as wildlife corridors in urban landscapes.

### Parks and Greenways

Public parks and greenways were added to the EN for two reasons.

- Are publically-owned lands which offer opportunities for City-led restoration and enhancement focusing on green infrastructure.
- Most of Richmond's public parks and greenways contain only small amounts of natural ecosystems. The City can play a leadership role in EN protection and improvement by further managing some of them for ecological enhancement. Public parks and greenways cover 668 ha, just over 5% of the land area of Richmond. This represents significant opportunity for further hub and site acquisitions and ecological corridor linkages.





## Assessing Connectivity within the Ecological Network

Connections between different parts of the EN are essential for creating an inter-connected system. Two complimentary methods were used to assess connectivity within the terrestrial components of the EN:

1. **Corridor analysis** using a landscape impedance model; and
2. Landscape permeability using **Circuitscape analysis**.

Both methods assess potential areas that allow for the movement of biodiversity through the complex ecological landscape that characterizes Richmond. The main differences are that corridor identification delineates specific routes between each hub in the EN, while the Circuitscape analysis identifies a broader range of routes or movement zones.

They are complimentary analyses that assist in understanding how biodiversity may move through the landscape and identifying potential corridors and connectivity zones.

It should be noted that both these methods served as tools to aid in understanding the highly complex nature of species movement across a complex landscape; a difficult thing to quantify and display.





### Corridor Analysis

Corridor analysis involves incorporating the permeability (or, conversely, impedance) of Richmond's landscape for the movement of biodiversity to identify potential corridors. Vegetation mapping was combined with existing land use, roads, and other data layers to map how the landscape affects biodiversity movement. The analysis delineated paths offering the least resistance (e.g., preferred land cover types for wildlife species, lowest number of barriers) to wildlife movement between hubs. Potential corridors were classified qualitatively according to their function:

- A **functioning corridor** is a linear area of habitat with continuous or near-continuous natural vegetation cover along its length. This type of corridor offers an existing pathway for wildlife movement between hubs. Functioning corridors are designated as 'existing corridors' within the Ecological Network.
- An **impaired corridor** has some natural vegetation cover along its length but contains significant gaps that are currently compromising its function as a pathway for wildlife movement between hubs. As a result, actual use of the corridor in its current state may be limited. This type of corridor has a high potential for restoration, and is designated a 'potential corridor' within the Ecological Network.
- A **non-functioning corridor** has little to no natural vegetation along its length and does not function as pathway for wildlife movement between hubs in its current state. Non-functioning corridors were identified based the corridor analysis and are shown where connectivity would significantly benefit the integrity of the EN but is currently lacking. Larger-scale restoration efforts would be required to restore connectivity in these areas. Non-functioning corridors are identified as 'potential corridors' within the Ecological Network.

The corridor analysis highlighted the following results:

- 74 km of corridors were identified within Richmond's EN. 29 km (39%) of these corridors are along foreshore areas within the Agricultural Land Reserve. 17 km (23%) of these corridors are located along foreshore areas.
- 12 km of corridors (17%) were identified as functioning and currently provide connectivity between adjacent hubs within the network. 45 km of corridors (60%) were classified as impaired and, while providing some connectivity currently, could be improved with minor restoration and enhancement.
- 17 km of corridors (23 %) were identified as non-functioning. Non-functioning corridors currently do not provide connectivity but represent opportunities to improve connectivity during large-scale City planning.



## Circuitscape Analysis

Circuitscape is a computer model that applies the concepts of electrical circuit theory to ecological landscapes. Simulated electrical current, representing the movement of biodiversity, finds the path of least resistance between different habitat areas.

Areas of good habitat will have low resistance to the current's movement and areas of poor habitat will have higher resistance which will slow the flow of current, and in extreme cases will block the current all together.

Circuitscape analysis was used to model four different habitat types (forest, wetland, shrubland, and old fields), and compared for species with high (e.g., birds) and low (e.g., amphibians) mobility.

Circuitscape analysis has two advantages. First, it does not constrain connectivity to a single path or corridor. Current is free to flow anywhere and multiple pathways will often be identified as well as dead ends where a pathway meets resistance and cannot continue. This is more realistic of how biodiversity uses the landscape; mobile wildlife often use a range of possible routes or corridors rather than the single path identified (as in the corridor analysis described previously). Second, the flow of current in Circuitscape is based on the resistance a species encounters as it randomly moves across the landscape. Again, this is more realistic than corridor analysis because side routes or splits in the path are possible.

In general, the Circuitscape analysis provided complimentary results but was more difficult to interpret. The circuitscape analysis highlighted three important results:

- Distance is important for connectivity. Habitat patches that are close together, such as the bog forests, old fields, and forests of central Richmond, are better connected than patches that are more isolated.
- Where there is a well-defined route like Horseshoe Slough, adjacent areas become less important for maintaining connectivity.
- The residential areas of west and central Richmond have very little in the way of functioning ecological connections which emphasizes the value of the Railway Avenue Greenway and other constructed corridors.





Summary of Richmond's Ecological Network Components						
Component	Hubs	Sites	Connections <sup>1</sup>	Fraser River Shoreline and Riparian Management Areas	Parks and Greenways	Matrix
<b>Definition</b>	Large areas of natural and semi-natural vegetation	Small areas of natural, semi-natural, and semi-modified vegetation	Linear connections or zones of connectivity between hubs, variable width when finally established	Linear strips along dike areas and watercourses to protect aquatic habitats and other values	City-owned and managed recreation lands, as well as non-City owned schools sites; opportunities for restoration and enhancement	Areas surrounding hubs, sites, and corridors including urban and other modified areas and open water
<b>Size</b>	Larger than 10 hectares	0.25 to 10 hectares	30m wide corridor	30m buffer inside dyke; 30m outside dyke; 15m and 5m Riparian Management Area buffer	various	n/a
<b>Total Land Area <sup>2</sup></b>	1,597 hectares	178 hectares	181 hectares	755 hectares	667 hectares	9,353 hectares
<b>% of Land Area <sup>2</sup></b>	13%	1%	1%	6%	5%	74%
<b>Total Intertidal and Marine Area <sup>3</sup></b>	2,421 hectares	31 hectares	6 hectares	470 hectares	47 hectares	11,158 hectares
<b>% of Intertidal and Marine Area <sup>3</sup></b>	17%	0.2%	0.0%	3%	0.3%	79%
<b>Total Area of City <sup>4</sup></b>	4,017 hectares	209 hectares	187 hectares	1,224 hectares	636 hectares	20,510 hectares
<b>% of Area of City <sup>4</sup></b>	15%	0.8%	0.7%	5%	2%	77%
<b>Number</b>	37 hubs	102 sites	84 corridors	-	-	-

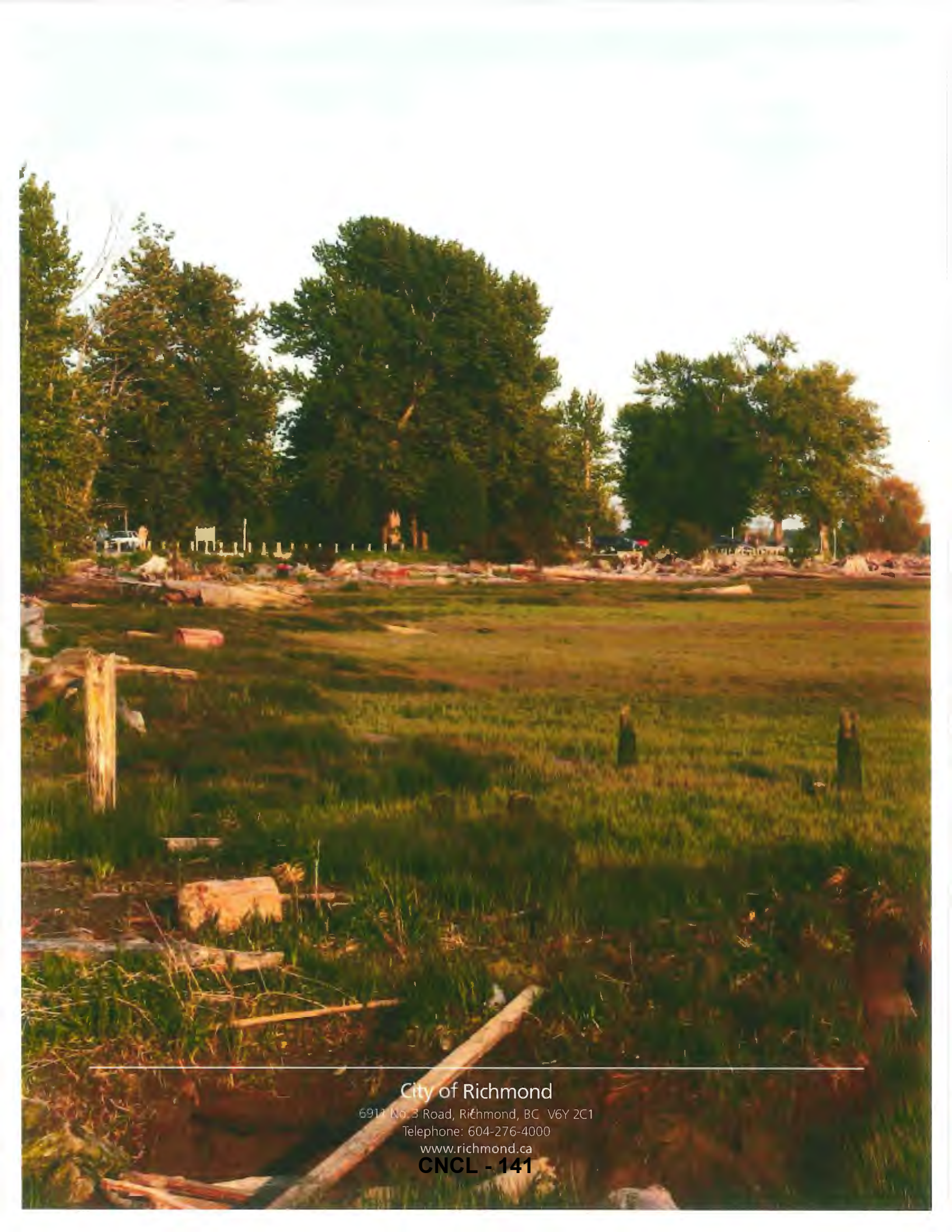
1 Includes functioning, impaired, and non-functioning corridors, and zones of connectivity.

2 Includes all areas above the high water mark.

3 Includes all areas below the high water mark.

4 Includes all areas within the City boundary, including intertidal and marine areas.





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City of Richmond

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**CNCL - 141**



# City of Richmond

## Report to Committee

**To:** Finance Committee

**Date:** July 21, 2015

**From:** Jerry Chong  
Director, Finance

**File:** 02-0745-00/Vol 01

**Re:** **Purchasing Policy Amendments**

### Staff Recommendation

That:

1. Policy 3105 (Purchasing Policy – Construction Management Projects), be rescinded;
2. Policy 3103 (Environmental Purchasing Policy) be rescinded;
3. Policy 3104 (Procurement Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 3 of the staff report titled "Purchasing Policy Amendments " dated July 21, 2015 from the Director, Finance;
4. Policy 3709 (Financial Signing Authorities Policy), adopted by Council on May 8, 2006 be amended as set out in Attachment 4 of the staff report titled "Purchasing Policy Amendments " dated July 21, 2015 from the Director, Finance.

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

Att. 6

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

## Staff Report

### Origin

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

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

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

The current approach to purchasing goods, services and construction services by City staff is directed by Council through the following Council policies and bylaws:

1. Policy 3103 - Environmental Purchasing Policy;
2. Policy 3104 - Purchasing Policy;
3. Policy 3105 - Purchasing Policy – Construction Management Projects;
4. Policy 3709 - Financial Signing Authorities Policy;
5. Bylaw 8215 - Officer and General Manager Bylaw; and
6. Bylaw 9220 - Five Year Financial Plan (2015 - 2019).

In addition, this report responds to the following referral from the October 22, 2014, Public Works and Transportation Committee meeting:

*"That staff provide an update on the City's Environmental Purchasing Guide."*

Staff have addressed the referral through a review of the City's current purchasing policies.

In April 2010 the Governments of British Columbia, Alberta and Saskatchewan signed the *New West Partnership Trade Agreement (NWPTA)* - an accord that creates the largest, most open and competitive, interprovincial marketplace in Canada - eliminating obstacles to trade, investment and labour mobility among the three provinces. The respective Governments have agreed to "be fully transparent, and to notify each other of any proposed measure that is covered by the Agreement."

The NWPTA purchasing rules apply to Municipalities and require open and non-discriminatory purchasing procedures where the anticipated costs are at or above the following thresholds:

- \$75,000 or greater for goods
- \$75,000 or greater for services
- \$200,000 or greater for construction



Staff have reviewed and amended Policies 3104 and 3709 (Procurement Policy and Financial Signing Authorities Policy), which includes amalgamating policies 3103 (Environmental Purchasing Policy) 3104 (Procurement Policy), and 3105 (Purchasing Policy – Construction Management Projects) into one comprehensive purchasing policy. In conjunction with the amended purchasing policy, a Purchasing Guideline and Procedures document has been drafted, which will provide additional guidance to staff.

The current Procurement Policy 3104 and Financial Signing Authorities Policy 3709 are included as Attachments 1 and 2. The proposed amended policies are included as Attachment 3 and Attachment 4.

## **Analysis**

### Purchasing Policy

Policy sets Council direction and is used as an instrument to delegate management responsibilities to staff. The updated Procurement Policy aligns the authority to award contracts and the authority to execute contract documents with the Officer and General Manager Bylaw 8215.

Purchasing process has been removed from the Policy and placed into the Purchasing Guidelines and Procedures document to allow flexibility in purchasing methodology contingent on the service, good or construction requirement.

Policy 3105 – Purchasing Policy - Construction Management Projects 3105 was adopted by Council in May, 2006 specifically to support construction projects approved by Council. Staff recommends that Policy 3105 now be rescinded as the process for acquisition of construction services is defined in the Purchasing Guidelines.

Specifically, the proposed new Purchasing Policy attached as Attachment 3 identifies:

**Purpose** – To ensure that through open, transparent, fair and accountable purchasing practices best value is obtained by the City when acquiring all goods and services.

**Application** – To contracts for the procurement of goods, services and construction entered into by the City subject to the authorities stipulated in the Officer and General Manager Bylaw.

**Policy Statements** – To encourage open, transparent, fair and accountable purchasing processes for all City requirements that result in best value for money spent applying strong financial controls to the purchasing process.

**Purchasing Methods** - The intent of the new Policy is to align the City's purchasing directive with interprovincial trade agreements specifically the *New West Partnership Trade Agreement (NWPTA)*.

Purchasing utilizes a range of bidding processes when seeking competition from the marketplace for requirements. The acquisition method selected is dependent on a combination of a

predetermined level of risk, the complexity of the requirement, lead time, supplier availability and the estimated cost of the good or service required. A collaborative approach is to be undertaken by purchasing staff and the user department when planning for acquisition of goods and services.

**Authority to Award Contracts** – This section complies with the Officer and General Manager Bylaw for authority to award contracts.

**Sustainable and Ethical Purchasing** - The City will encourage all suppliers to demonstrate innovation and leadership in sustainability, environmental stewardship and fair labour practices. This section incorporates the content of Policy 3103 – Environmental Purchasing Policy.

**Financial Signing Authorities Policy**

Policy 3709 defines and establishes a process for staff to initiate or approve expenditures against Council’s approved expenditure bylaw (5 Year Financial Plan Bylaw). This policy supports the proposed revised Purchasing Policy and Bylaw 8215 Officer and General Manager Bylaw.

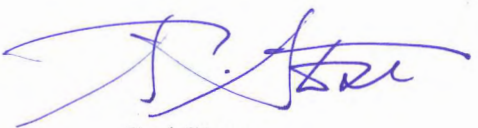
Staff recommends that the current policy be amended to reflect administrative changes and consistency with the amended Purchasing Policy.

**Financial Impact**

There is no financial impact.

**Conclusion**

Amendment and consolidation of Policies 3103, 3104, 3105 and 3709 provides staff with clear direction and assignment of authority for all purchasing activities. The proposed amended policies and guidelines reflect a prudent balance of effective corporate administration and public accountability.



Syd Stowe  
Manager, Purchasing  
(604-276-4061)

:sn

- Att.1: Policy 3104 (Procurement Policy)
- Att.2: Policy 3709 (Financial Signing Authorities Policy)
- Att.3: Amended Policy 3104 (Procurement Policy)
- Att.4: Amended Policy 3709 (Financial Signing Authorities Policy)
- Att.5: Policy 3105 (Purchasing Policy-Construction Management Projects-Rescinded)
- Att.6: Policy 3103 (Environmental Purchasing Policy-Rescinded)



**City of Richmond**

**Policy Manual**

Page 1 of 12	Adopted by Council: May 8, 2006	<b>POLICY 3104</b>
File Ref: 01-0745-00	<b>Procurement Policy</b>	

**POLICY 3104:**

It is Council Policy that:

**I. PURPOSE**

The purpose of this policy is to maximize value from the procurement activities of the City of Richmond and provide safeguards for maintaining a system of quality and integrity.

**II. APPLICATION**

Subject to the authorities and limitations stipulated in the Officer and General Manager Bylaw, this policy applies to contracts for the procurement of supplies, services and construction entered into by the City of Richmond with the exception of the goods and services listed in Schedule 1 attached to this policy.

**III. GUIDING PRINCIPLES**

The following principles shall guide the procurement decisions towards the delivery of programs approved by Council in the annual Operating and Capital Budget.

1. Procurement methods used are for the purpose of encouraging competitive bidding for the supply of goods and services.
2. Procurement process is to be open, fair and consistent.
3. In the awarding of a contract, the total cost of acquisition is considered rather than the lowest bid price. The total cost of acquisition is calculated using the net present value concept and takes into account life cycle cost including all operating and maintenance costs (operating, repair, training, disposal) in addition to the initial cost of acquisition.
4. Award of bids shall be based on:
  - (i) The lowest total cost of acquisition,
  - (ii) Experience of the bidder,
  - (iii) Bidder's references of performance on previous similar contracts,
  - (iv) The bidder's financial resources,
  - (v) Bidder's capability of supervision, staffing and use of subcontractors,
  - (vi) Bidder's ability to meet City specifications and performance criteria,
  - (vii) Any additional evaluation criteria stated in the contract document.



# Current Policy



## City of Richmond

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Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

The award of a contract resulting from a Request for Proposal will be made to the bidder whose proposal is found to be the most advantageous to the City based upon the evaluation criteria in the Request for Proposal.

The City of Richmond may enter into cooperative procurement agreements with other public sector entities for the purpose of combining requirements to increase efficiency or reduce administrative expenses in the procurement process. All cooperative procurement agreements shall comply with the principles contained in this policy.

#### **IV. PROCUREMENT METHODS**

1. **Small Purchases** (Dollar Value up to \$ 1,000) shall include but are not limited to the following:
  - (i) **Petty Cash.** Purchases of less than \$50 other than reimbursement of employee mileage, tuition, membership dues and meals may be paid from the departmental petty cash float. Reimbursement of purchases from the petty cash float shall comply with the Petty Cash procedures in effect.
  - (ii) **Purchasing Card.** Purchase of goods and services up to \$1,000 per transaction limit (taxes included), may be made by using the Corporate Purchasing Card, in accordance with the Purchasing Card procedures, when the purchase is:
    - Random in nature,
    - Within the cardholder's single transaction limit as authorized by his/her General Manager,
    - Not included in an existing supply agreement (unless p-card is a form of payment in the supply agreement),
    - Not available from inventory,
    - Not of a capital nature.

Purchases from vendors requiring Internet commerce shall be under the guidance and support of the Information Technology Division.

The purchaser is responsible for obtaining reasonable and competitive rates in the open market for the item purchased.

Authorized purchasing card transactions in excess of \$1,000 shall comply with the provisions of this policy.

# Current Policy



## City of Richmond

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Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

**(iii) Local Purchase Order.** In lieu of a purchasing card, the purchase of goods and services not exceeding \$1,000 (taxes included), may be made using a Local Purchase Order after verification by the purchaser that the item purchased is:

- Not included in an existing supply agreement and,
- Not available from inventory,
- Not of a capital nature.

The purchaser is responsible for obtaining reasonable and competitive rates in the open market for the item purchased.

**2. Verbal Price Quotations (Dollar Value \$1,001 to \$5,000)**

For purchases valued more than \$1,000 but less than \$5,001, a minimum of three (3) businesses shall be solicited for price quotations. The names of businesses submitting quotations and the date and the amount of each quotation shall be recorded and maintained as public record. Duly authorized purchase requisitions are prepared for the Purchasing Section to issue a Purchase Order and appropriate contract to the selected bidder.

**3. Written Price Quotations (Dollar Value \$5,001 to \$25,000)**

Informal written price quotations from a minimum of three (3) businesses are to be solicited for purchases valued more than \$5,000 but less than \$25,000. Quotations submitted shall be maintained as public record. Duly authorized purchase requisitions are prepared for the Purchasing Section to issue a Purchase Order and appropriate contract to the selected bidder.

**4. Formal Written Competitive Bid (Dollar Value \$25,001 to \$250,000)**

Purchases valued more than \$25,001 but less than \$250,000 require a minimum of three (3) businesses be solicited by a formal quotation through Purchasing.

The requesting Department shall provide a written specification of the required goods or services to the Purchasing Section after which the Purchasing Section will assign a quotation number, determine the contract requirements and ensure proper distribution of the request to the marketplace.

# Current Policy



## City of Richmond

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Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

Upon receipt of quotations, the Purchasing Section and the requesting Department shall jointly undertake a review and an evaluation. The requesting Department shall then complete and authorize a Purchase Requisition for the successful bidder to allow the Purchasing Section to process the contract award and issue a Purchase Order and/or formal contract, if required.

Quotations submitted shall be maintained as public record.

5. **Formal Publicly Tendered Competitive Sealed Bid** (Dollar Value more than \$250,000)

The purchase of goods, services, equipment or construction in excess of \$250,000 requires a formal, competitive, sealed-bidding process through the issue of an invitation to tender.

The requesting Department shall provide the Purchasing Section with written specifications of the goods or services required and any other required information to develop a formal publicly tendered contract document.

All general contractors bidding for major capital building projects will be pre-qualified using an administrative process involving the appropriate City staff and project consultants engaged (if any). Other suppliers may be pre-qualified as determined by the Manager of Purchasing, in consultation with the requesting Department.

6. **Emergency Purchases**

An emergency purchase occurs when a situation creates immediate and serious need which may not be reasonably met by any other procedure and includes without limitation:

- (i) A condition where lack of supplies or services may adversely affect the functioning of local government, threaten public or private property or the environment, or jeopardize the health or safety of the public;
- (ii) Interim contract arrangements following the expiration; or breach of a contract; or the receipt of unacceptable or uncompetitive bids.





A written determination of the basis for the emergency and for bidder selection require the approval of the applicable Department General Manager. Emergency purchases shall be made with such competition as is practical under the circumstances.

### 7. **Sole/Single Source Procurement**

- (i) **Sole Source.** The CAO or the applicable Department General Manager with the concurrence of the General Manager, Business and Financial Services may waive the competitive bidding process and award a contract without competition when it is determined by the requesting Department after conducting a review of available sources, that there is only one source available for the required goods, service or construction item. Negotiations shall be conducted, as appropriate, to obtain the best price, delivery and terms.
- (ii) **Single Source.** Where there is more than one source of supply in the open market but only one of these is recommended for consideration by the requesting Department on the grounds that it is more cost effective or beneficial to the City, the Department responsible shall submit a report showing the rationale for the use of the single source to the applicable Department General Manager for approval and concurrence of the General Manager, Business and Financial Services. Negotiations shall be conducted, as appropriate, to obtain the best price, delivery and terms.

### 8. **Request for Proposals**

A formal Request for Proposal may be issued for contracts with an estimated life cycle value of more than \$10,000 for professional services or to invite vendors to propose a solution to a problem, requirement or objective.

The Manager of Purchasing and the Department Manager shall prepare proposal documents setting out the City's requirements and the evaluation criteria for selection. In consultation with the Department Manager, the Manager of Purchasing shall evaluate all proposals and prepare a report summarizing the proposals and making recommendations for selection.



9. **Vendor Disqualification**

Vendors may be subject to disqualification if there is sufficient evidence of consistent failure to meet the specifications or requirements of the City of Richmond and any of their quotations/bids received will not be considered.

**V. AWARDING OF CONTRACTS**

The ability to award quotations, tenders, proposals and contracts for the procurement of goods and services is subject to the availability of sufficient funds in the appropriate accounts within Council's approved budget and the authority delegated to staff by the Officer and General Manager Bylaw.

The authority to award quotations, tenders, proposals and contracts for the provision of goods and services is:

1. **For contracts up to \$50,000** – Manager of Purchasing and/or designates in conjunction with the applicable Department Manager or their designates.
2. **For contracts of \$50,001 to \$100,000** – General Manager of the applicable Department.
3. **For contracts of \$100,001 to \$500,000** – CAO or the General Manager, Business and Financial Services and any other Department General Manager.

**OR**

*The Manager of Purchasing and the Department General Manager may sign on behalf of the CAO and the General Manager, Business and Financial Services if the following criteria have been satisfied.*

- (i) *Corporate procurement policies and procedures have been followed*
- (ii) *The funds in question have been approved as part of the budget.*
- (iii) *The contract is within the amount budgeted for the work in question.*
- (iv) *The lowest responsive and responsible bidder is being awarded the contract in question.*



4. **Prior Project Approval by Council.** Where Council has given prior budget approval for the project, the CAO and the applicable Department General Manager may award a construction contract of any value to the lowest qualified bidder when the following conditions are met:
- (i) Corporate procurement policies and procedures have been followed
  - (ii) The contract amount is within the budget approved by Council for the project.
  - (iii) The lowest responsive and responsible bidder is being awarded the contract in question.

All competitive bidding contracts valued greater than \$250,000 shall be reported to the Finance Committee.

5. **Standing Offer Agreements SOA -** Standing offer agreements are intended to facilitate increased supply service to users, provide overall cost savings in the acquisition of low value repetitively acquired goods or services and may be revoked or withdrawn at anytime. A procurement of items under the SOA is considered to be individual transaction in itself. Any contract arising from an SOA is to be treated in a similar manner as procurement of goods and services requiring the authorization referred above in items 1 to 4, V Awarding of Contracts.

A multi-year SOA may be approved and awarded by the General Manager of the applicable Department and the Manager of Purchasing for inventory replenishment, on-call maintenance contractors and cooperative purchases with other local government jurisdictions.

6. **For all other awards -** Council approval
7. **Change Orders -** A purchasing contract may include provisions for modification of the contract during performance, but no fixed price contract may be increased by more than 10% of the original contract value, without the advance approval from the appropriate level of approval authority required under Section V Awarding of Contracts in this policy and funding is available in the respective budget. The total cost of the contract including the cost of modifications is used in determining the approval level required.



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**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

8. **Sureties** – All bids for construction in excess of \$250,000 shall be accompanied by a bid bond at 10% of the bid value as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid.

In lieu of a bid bond, a bidder or contractor may provide cash, a certified cheque or an irrevocable letter of credit in the face value required by the bond.

Upon the award of any construction contracts in excess of \$250,000 the contractor shall provide the City of Richmond with a Labour and Materials Payment Bond at 50% of the contract value and a Performance Bond at 50% of the contract value.

#### **VI. EXECUTION OF CONTRACT DOCUMENTS**

Contracts shall be executed for and on behalf of the City of Richmond by the applicable authorities specified in the Awarding of Contracts section of this policy.

Where the purchase of goods and services has been authorized under this Policy, the contract shall be in a form approved by the City Solicitor.

In the event that the City Solicitor determines that a written contract shall be executed, the City Solicitor shall review and approve the contract for Division Head or General Manager/CAO signature where applicable. All Council approved contracts or agreements require the signature of the Mayor and Director, City Clerk's Office.

All contracts executed pursuant to this Policy shall be delivered to the Director, City Clerk's Office for safekeeping.

#### **VII. BID REVIEW COMMITTEE**

In the event that a proposal, quotation or tender contains an informality or irregularity, the proposal or tender shall be referred to a Bid Review Committee to determine whether the proposal, quotation or tender complies with the requirements and specifications as stated in the documents.

The Bid Committee shall be established and composed of, at a minimum, the following Richmond staff members:



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**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

- (i) Manager of Purchasing;
- (ii) A representative from the Department requiring the goods and services;
- (iii) City Solicitor.

In the event that the Bid Review Committee does not agree unanimously that the proposal or tender shall be accepted or rejected, a report shall be prepared for submission to the General Manager, Business and Financial Services for a decision.

### **VIII. ETHICS IN PUBLIC PROCUREMENT**

All staff involved in the procurement process shall adhere to the Ethics and Conduct established by the Purchasing Management Association of Canada. These provisions supplement and do not supersede or replace other policies adopted by Council in respect to staff code of conduct or conflict of interests.

No employee of the City of Richmond who is involved in the procurement process shall have any interest directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in any purchasing contract for goods and services or in any of the monies that may derived there from.

Division of one contract into two or more contracts to avoid the requirements of this policy is strictly prohibited.

The personal use of City purchased goods or services is prohibited.



### SCHEDULE 1

#### **GOODS AND SERVICES NOT SUBJECT TO THE PROCUREMENT POLICY**

1. Training and Education including:
  - (i) Conferences/Seminars
  - (ii) Courses/Workshops
  - (iii) Conventions
  - (iv) Magazines
  - (v) Memberships
  - (vi) Periodicals
  - (vii) Staff Development
  - (viii) Staff Workshops
  
2. Labour Relations Expenses
  
3. Refundable Employee Expenses including:
  - (i) Cash advances
  - (ii) Meal allowances
  - (iii) Travel expenses
  - (iv) Accommodation
  - (v) Mileage allowance
  
4. Employer's General Expenses including:
  - (i) Payroll deduction remittances
  - (ii) Medical and dental expenses
  - (iii) Insurance premiums
  - (iv) Tax remittances
  - (v) Debt payments
  - (vi) Grants to agencies
  - (vii) Payment of damages
  - (viii) Petty cash replenishment
  - (ix) Charges to or from government bodies or Crown Corporations
  - (x) Real property payments including land, buildings, leasehold interests, easements, encroachments and licences or the like.
  
5. Licenses, certificates and other like required approvals .
  
6. Ongoing maintenance and service contracts for proprietary equipment, computer hardware and software.





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Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 01-0745-00

### **Procurement Policy**

#### 7. Other Professional and Special Services including:

- (i) Additional non-recurring accounting and auditing services
- (ii) Banking services not covered by agreements.
- (iii) Group benefits
- (iv) Realty services regarding the lease, acquisition, demolition, sale of land and appraisal of land. Real property payment including payments for land, buildings, leasehold interests, easements, encroachments and licenses or the like.
- (v) Liability and property insurance premiums.
- (vi) Legal services.

#### 8. Utilities

- (i) Postage
- (ii) Charges to other government bodies
- (iii) Hydro
- (iv) Natural gas
- (v) Telephone service charges

#### 9. Original equipment manufactured parts for maintenance, repairs and operating.

# Current Policy



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Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 01-0745-00

### Procurement Policy

#### APPENDIX 1 - DEFINITIONS

<b>Award</b>	The acceptance of a bid or a proposal by the City.
<b>Bids</b>	A formal price response contained in a quotation, proposal or tender.
<b>Bid Bond</b>	A guarantee that if a bidder's tender or proposal is accepted that the bidder will enter into the contract within the time specified.
<b>Call</b>	Solicitation from the City to external suppliers or providers to submit a tender, quotation, proposal, pre-qualification or expression of interest.
<b>CAO</b>	Chief Administrative Officer of the City of Richmond.
<b>Capital</b>	Expenditure or item which is City owned, has an economic useful life of three or more years and is intended to provide productive benefit to the City during its useful life.
<b>Expression of Interest</b>	A submission in response to a call to determine the market place interest in bidding on a particular contract contemplated by the City.
<b>Payment Bond</b>	A protection of all persons supplying labour and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
<b>Performance Bond</b>	An undertaking that the contractor will complete the contract in accordance with the plans and specifications, on time and at the agreed price.
<b>Pre-qualification</b>	The submission of qualifications by a bidder or proponent in response to a call as part of a process to determine those bidders or proponents that would qualify to be solicited in a subsequent bid call leading to an award.
<b>Proposal</b>	An offer to furnish goods or services which cannot be fully defined or specified at the time of a request to the marketplace as a basis for negotiation to enter into a contract. Proposals are evaluated based upon best value.
<b>Quotation</b>	A request for prices of goods and/or services in respect of a project and used where bid deposit and performance bonds are not normally required. Bid at a fixed price as to total amount or on a unit basis, or both, where all of the material terms, conditions and specifications to be met for the project, aside from price and, in some cases, time for completion, are contained in the call and determined at the time a bid is opened so there is no prospect of negotiations between parties.
<b>Responsible Bidder</b>	A person who has the capability in all respects to perform the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
<b>Responsive Bidder</b>	A person who has submitted a bid, which conforms in all material respects to the requirements, set forth in the invitation to bids.
<b>Single Source</b>	There is more than one source of supply in the open market place but only for reasons of function and service that one vendor is recommended for consideration for the particular goods and services.
<b>Sole Source</b>	There is only one source of supply of a particular goods and/or services.
<b>Sureties</b>	Undertaking to pay money or take any other action if the principal fails in the performance of a contract.
<b>Standing Offer</b>	A contract for the supply of goods or services on an as and when required basis.
<b>TAG</b>	The Senior Management Group of General Managers and the Chief Administrative Officer in the City of Richmond.
<b>Tender</b>	An offer in respect of a project at a price fixed as to total amount or on a unit basis, or both, and where all of the material terms, conditions and specifications to be met for the project, aside from price and, in some cases, time for completion, are contained in the call and determined at the time a bid is opened so that there is no prospect of negotiations between the parties.
<b>Transaction Limit</b>	Total value of an individual <b>GNOL-157</b> transaction.



## City of Richmond

## Policy Manual

Page 1 of 3	Adopted by Council: May 8, 2006 Amended:	<b>POLICY 3709</b>
File Ref: 0745-00/ 0775-00	<b>Financial Signing Authorities Policy</b>	

**POLICY 3709:**

It is Council Policy that:

**I. PURPOSE**

The purpose of this policy is as follows:

1. To define a process for establishing and monitoring spending authority.
2. To authorize the payment of accounts and expenditures.

**II. FINANCIAL SIGNING AUTHORITIES**

Financial signing authorities consist of spending authority and payment authority. Spending authority is the authority to commit or expend funds against the budget. Payment authority is the authority to disburse funds.

**III. SPENDING AUTHORITY**

The operating and capital budget approved by Council establishes the spending authority for the City of Richmond. Department General Managers and Division Heads shall ensure that expenditures do not exceed the approved budget.

Spending authority is the delegated authority to initiate and approve expenditures against the operating or capital budget within a defined dollar limit. It is not the power to directly enter into agreements with suppliers or contactors for the purchase of goods and services. The City's Procurement Policy provides the authority and the methodology of entering into contracts for the purchase of goods and services.

Council approved contracts/agreements provide the necessary authority for staff to proceed with spending. Staff in signing the vendor invoices/progress claims are not exercising spending authority but attesting to the fact that the goods and services have been received.



# Current Policy



## City of Richmond

## Policy Manual

Page 2 of 3

Adopted by Council: May 8, 2006

**POLICY 3709**

Amended:

File Ref: 0745-00/  
0775-00

### **Financial Signing Authorities Policy**

Employees with spending authority can

- Approve Requisition for Purchase.
- Approve Vendor invoices and cheque requisitions (payment vouchers) for goods and services listed in Schedule 1 of the Procurement Policy.
- Approve time sheets, training forms, petty cash and expense reports.
- Request the Finance Department to initiate periodic payments supported by contracts.
- Sign for purchases on the City's Purchasing Card

#### **IV. DELEGATION OF SPENDING AUTHORITY**

Spending authorities are delegated by Department General Managers/Division Heads to appropriate employees in their department for the discharge of their job duties.

The delegation of spending authorities for a single transaction against City accounts is subject to the maximum limits stated below:

- |                                                                                           |           |
|-------------------------------------------------------------------------------------------|-----------|
| • Authorized employees                                                                    | \$1,000   |
| • Administrative Assistants                                                               | \$5,000   |
| • Supervisors/Executive Assistants                                                        | \$10,000  |
| • Managers                                                                                | \$25,000  |
| • Directors/Division Heads                                                                | \$50,000  |
| • Department General Managers/CAO                                                         | \$100,000 |
| • Chief Administrative Officer and<br>General Manager, Business and<br>Financial Services | \$500,000 |

Spending authority in excess of \$500,000 requires Council approval.

#### **V. PAYMENT AUTHORITY**

The General Manager, Business and Financial Services may delegate payment authority to Finance Department Managers to pay the accounts and expenditures provided that funds are available in the Council approved operating budget or capital budget.

# Current Policy



## City of Richmond

## Policy Manual

Page 3 of 3

Adopted by Council: May 8, 2006

**POLICY 3709**

Amended:

File Ref: 0745-00/  
0775-00

### **Financial Signing Authorities Policy**

Payment authority is exercised when a Finance Department employee

- Approves accounting journals in the recording of electronic fund transfer EFT.
- Approves accounting journals in the transfer of funds between City bank accounts for the City's biweekly payroll and investment
- Approves refund of security deposits.
- Approves refund of deposits for tax sale.
- Approves transfer payments to the Richmond School Board and other local government authorities for monies collected on their behalf through property taxes; approves transfer payment of hotel tax.
- Approves payment including interest and principle on the City's debentures.
- Authorizes automated payments for leases under authorized agreements.
- Authorizes payments on Council approved contracts and agreements.
- Authorizes the payment of City grants approved by Council.
- Transfer of payroll related deductions and remittances.
- Authorizes payments for utilities.

#### **VI. DELEGATION OF PAYMENT AUTHORITY**

Finance Department Managers shall delegate payment authority to appropriate employees within the Finance Department to disburse the funds as required in the performance of their duties.

# Proposed Amended Policy

Page 1 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

**PROCUREMENT****POLICY 3104:****1.0 Purpose**

- 1.1 The City is committed to ensuring that best value is obtained for all funds expended.
- 1.2 The purpose of this Policy is to ensure that through open, fair and transparent purchasing practices, best value is obtained by the City for all goods and services required.

**2.0 Scope**

- 2.1 Subject to the Officer and General Manager Bylaw No. 8215 and subject to any Council resolution to the contrary, this Policy applies to contracts for the procurement of goods, services and construction management entered into by the City.

**3.0 Policy Statements**

- 3.1 The City will endeavour to practice an open, transparent, fair and accountable purchasing process for goods, services and construction management utilizing purchasing leading practices identified in the Purchasing Guidelines and Procedures document supplemental to this Policy.
- 3.2 The following principles shall guide procurement decisions towards the delivery of programs and services as approved by Council in the City's Financial Plan.
- *Integrity*
  - *Best Value*
  - *Open and Fair Access*
- 3.3 Authorized City staff are required to ensure compliance with all City policies, all City Bylaws and all provincial and federal laws and regulations that apply to the purchasing of goods, services and construction.
- 3.4 Procurement planning will be undertaken as part of the City's financial processes. Departments will advise the Purchasing Section of their procurement plans and requirements for goods, services and construction in advance of program needs. Aggregating similar requirements can substantially reduce purchase prices and costs relating to maintenance, delivery, ordering and payment processing. All Departments will work with the Purchasing Section to review and identify opportunities for demand aggregation that provide overall savings to the City.



# Proposed Amended Policy City of Richmond

Page 2 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

## **PROCUREMENT**

3.5 In order to ensure best value, the City must ensure that capital projects are fully funded.

### **4.0 Procurement methods**

4.1 All City purchasing activities shall meet the terms of the following trade agreements:

5.1.1 The New West Partnership Trade Agreement; and

5.1.2 The Agreement on Internal Trade.

4.2 All purchases for goods and services within the established thresholds in the New West Partnership Trade Agreement shall be formally competitively bid via methods described in the Purchasing Guidelines and Procedures document.

4.3 All formal competitive bid opportunities will be publically advertised on the BC Provincial Government's BC Bid website.

### **5.0 Reporting Requirements**

5.1 The Purchasing Section shall report to Council all new contract awards and aggregate contract extension figures on a quarterly basis for all contracts greater than \$75,000.

### **6.0 Authority to Award Contracts**

6.1 The authority to award a contract as a result of a purchasing process for goods, services and construction is subject to the availability of funds within Council's approved Financial Plan and either express Council authority or the authority delegated to staff through the Officer and General Manager Bylaw No. 8215.

### **7.0 Execution of Contract Documents**

7.1 Contract documents for purchases of goods, services and construction shall be executed on the City's behalf in accordance with an express resolution of Council or by the applicable authorities identified in the Officer and General Manager Bylaw No. 8215. Where the purchase of goods, services and construction has been authorized under this Policy, the contract shall be in a form approved by the City Solicitor.

7.2 All contracts executed pursuant to this Policy shall be delivered to the Director, City Clerk's Office.

# Proposed Amended Policy City of Richmond

Page 3 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

## **PROCUREMENT**

### **8.0 Exclusions**

- 8.1 When an unforeseeable Urgent Situation or Emergency exists and goods, services and construction cannot be obtained in time by means of open procurement procedures, the CAO or any respective General Manager may authorize procurement of goods, services and construction via single source procurement. Purchases made in these situations are subject to competition where circumstances permit and when practical.
- 8.2 The CAO and/or any respective General Manager is authorized to approve an expenditure that has been incurred for unforeseeable Urgent Situations when the expenditure can be accommodated within the Financial Plan, whether out of contingency funds or budget reallocations.
- 8.3 The CAO and/or any respective General Manager is authorized to approve an expenditure that has been incurred for an Emergency when the expenditure can be accommodated within the Financial Plan, whether out of contingency funds or budget reallocations. Emergency purchases that cannot be accommodated within the Financial Plan can be authorized by the CAO and/or any respective General Manager and will be reported to Council following the event. The Financial Plan will be amended to include the expenditure and the funding source for the expenditure.

### **9.0 Prohibitions**

- 9.1 The following activities are prohibited under this Policy:
- i. The dividing of contracts or purchases to avoid the requirements or thresholds of this or any Policy.
  - ii. Committing the City to contract without the appropriate level of authority to do so.
  - iii. Purchases by the City of any goods or services for personal use by or on behalf of any member of City Council, appointed officers, employees of the City or their immediate families unless permitted under a separate policy.
  - iv. Purchases by the City from any member of City Council, appointed officers, employees of the City or their immediate families that could result in a conflict of interest unless that conflict has been disclosed.
  - v. Purchases made by appointed officers, employees of the City or their immediate families or from any other source that could result in a conflict of interest unless that conflict has been disclosed and approved by the CAO.

**CNCL - 163**

# Proposed Amended Policy City of Richmond

Page 4 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

## **PROCUREMENT**

- vi. The purchase of any City goods by a member of City Council, appointed officers, employees of the City or their immediate families unless purchased through an authorized asset disposal process (e.g. auction).

### **10.0 Ethics in Public Purchasing**

- 10.1 All purchasing staff engaged in the purchasing process for the City shall abide by the Code of Ethics established by the Supply Chain Management Association of Canada.

<http://www.scmanational.ca/en/join-scma/code-of-ethics>

- 10.2 These provisions supplement and do not supersede or replace other policies adopted by City Council with respect to staff code of conduct or conflict of interest.
- 10.3 No City employee directly involved in procurement activities shall have any interest, directly or indirectly, with or as a contracting party, surety or otherwise in any purchasing contract for goods, services or construction, or in any of the monies that may be derived there from.

### **11.0 Sustainable and Ethical Purchasing**

- 11.1 Sustainable and ethical purchasing practice will align City's approach to purchasing with the objectives relating to people, the environment and prosperity as referenced in the City's Sustainability Policy 1400.
- 11.2 The City will encourage all suppliers within the purchasing process to demonstrate excellence and innovative leadership in sustainability, environmental stewardship and fair labour practices; and where practical will take these factors into consideration during the evaluation process.
- 11.3 The City will work collaboratively with suppliers to advance environmentally friendly products and services.
- 11.4 The City will select suppliers based on best value, including, but not limited to, the economic attributes of the supplier's products and services.
- 11.5 In order to increase the development and awareness of environmentally-sound products and services, City staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.



# Proposed Amended Policy City of Richmond

Page 5 of 7	Adopted by Council: May 8, 2006	<b>POLICY 3104</b>
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File Ref: 02-0745-00	<b>PROCUREMENT</b>
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- 11.6 The City will endeavor to increase its use of products and services that are more responsible to the environment in the way that they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.
  
- 11.7 The operators and caterers of City-run facilities are requested to use only certified organic, free-range or free-run whole (shell) chicken eggs.

**12.0 Co-Operative Purchasing**

12.1 The Manager of Purchasing may recommend the City awarding and/or entering into co-operative purchasing agreements with other public bodies for the purpose of combining requirements to increase efficiencies and reduce administrative costs in the purchasing process. All co-operative agreements shall comply with the principles contained in this policy and the Purchasing Guidelines and Procedures document, supplemental to this policy. For greater clarity and certainty, the execution of such agreements shall be governed by section 7.0 of this Policy.

**13.0 Procedures & Guidelines**

13.1 The Purchasing Procedures and Guidelines document is supplemental to this Policy and contain procedures and guidelines to be followed by City staff. Purchasing Procedures and Guidelines may be changed or updated as required by the General Manager, Finance and Corporate Services.

**14.0 Definitions/Interpretation**

14.1 All references in this Policy to City staff, an employee, official or other representative of the City are deemed to include any designate as contemplated by the Officer and General Manager Bylaw No. 8215.

14.2 In this Policy, the following terms have the following meanings:

<b>Agreement on Internal Trade</b>	The Agreement on Internal Trade is an intergovernmental trade agreement signed by Canadian First Ministers that came into force in 1995. Its purpose is to reduce and eliminate, to the extent possible, barriers to the free movement of persons, goods, services, and investment within Canada and to establish an open, efficient, and stable domestic market.
<b>Award</b>	The business decision by City staff authorized under City Bylaws to enter into a contract for goods, services or construction work.

# Proposed Amended Policy City of Richmond

Page 6 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

## **PROCUREMENT**

<b>Best Value</b>	The optimal combination of compliant responses to the City's terms and conditions and contract documents; providing the City with best value in total cost of ownership including, but not limited to, economic, environmental and social aspects as determined in accordance with specific criteria established by authorized City staff.
<b>CAO</b>	Chief Administrative Officer of the City of Richmond. The person appointed by Council pursuant to section 1.1.1 (a) of the Officer and General Manager Bylaw as an Officer of the City under section 146 of the Community Charter.
<b>Construction – Construction Management</b>	Construction management is the process of professional management applied to a construction project from the project inception to completion for the purpose of controlling time, cost, scope, and quality. Construction, reconstruction, demolition repair or renovation of a building structure or other civil engineering or architectural work. Includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery (incidental to construction) related to construction.
<b>Contract</b>	A contract for purchase by the City of goods, services or construction, including the issuance of a purchase order or the execution of any agreement evidencing obligations.
<b>Co-operative Purchasing</b>	Purchasing conducted by the Manager, Purchasing on behalf of the City and other public bodies, or the involvement of the Manager, Purchasing in purchasing by other public bodies on behalf of the City.
<b>Council</b>	The City Council of the City of Richmond
<b>Emergency</b>	As defined under the Emergency Program Act of British Columbia. "emergency" means a present or imminent event or circumstance that (a) is caused by accident, fire, explosion, technical failure or by the forces of nature, and (b) requires prompt coordination of action special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property."
<b>Financial Plan</b>	As defined under section 165 of the Community Charter. A municipality must have a financial plan that is adopted annually, by bylaw. The planning period for the financial plan is 5 years and will set out the following for each year of the planning period: (a) the proposed expenditures by the City; (b) the proposed funding sources; (c) the proposed transfers to or between funds The financial plan may be amended by bylaw at any time.
<b>Formal Competitive Bid</b>	A bid advertised on BC Bid and the City's website
<b>Fully Funded</b>	The entire procurement cost must be funded in the year in which the item is procured.
<b>GM Finance and Corporate Services</b>	The person appointed by Council pursuant to section 1.1.1 (b) of the Officer and General Manager Bylaw as an Officer of the City under section 146 of the Community Charter.
<b>Integrity</b>	The procurement process will be conducted with honesty, moral principles and ethical standards.
<b>New West Partnership Trade Agreement</b>	An accord between the Governments of British Columbia, Alberta and Saskatchewan that creates Canada's largest, barrier-free, interprovincial market

**CNCL - 166**

# Proposed Amended Policy City of Richmond

Page 7 of 7

Adopted by Council: May 8, 2006

**POLICY 3104**

File Ref: 02-0745-00

**PROCUREMENT**

<b>Officer and General Manager Bylaw</b>	The Bylaw which Council has delegated responsibility for entering into contracts, procedures for tendering/purchasing and limits on spending authority within limits established by Council.
<b>Open and Fair Access</b>	Ensuring that the public is aware of and permitted to compete for supply opportunities in their demonstrated field of expertise.
<b>Purchasing Guidelines and Procedures Document</b>	The City's administrative procedure which provides information to guide staff in the process of acquiring goods and services and in the process of construction management for the City.
<b>Purchasing Process</b>	The City's purchasing / acquisition process, from requisition, to purchase order or contract, to product or service receipt, to payment.
<b>Purchasing Section</b>	The Purchasing Section operates as a centralized function that manages the acquisition of all goods and services and construction for the City through acquisition processes identified in the Purchasing Guidelines and Procedure document.
<b>Sustainability</b>	The term used to describe a vision and practice for making choices that meet the diverse needs of communities today and those in the future.
<b>Total Cost of Ownership</b>	The direct social, environmental and financial costs and benefits to the City of products, services and construction during their acquisition, use and end of life phases. All contracts will be evaluated based on the full range of costs including acquisition, maintenance, replacement, legal, disposal and training costs associated with goods or services.
<b>Urgent situation</b>	Means a present or imminent event or circumstance that requires immediate attention where a lack of supplies or services may adversely affect the functioning of the City.





# Proposed Amended Policy

# Policy Manual

Page 1 of 3

Adopted by Council: May 8, 2006

**POLICY 3709**

File Ref:

**Financial Signing Authorities****POLICY 3709:**

It is Council Policy that:

**I. PURPOSE**

The purpose of this policy is:

1. To define a process for establishing and monitoring spending authority.
2. To authorize the payment of accounts and expenditures.

**II. FINANCIAL SIGNING AUTHORITIES**

Financial signing authorities consist of spending authority and payment authority. Spending authority is the authority to commit or expend funds against the budget. Payment authority is the authority to disburse funds.

**III. SPENDING AUTHORITY**

The 5 Year Financial Plan Bylaw sets out the proposed expenditures proposed funding sources, and proposed transfers to or between funds.

Spending authority is the delegated authority to initiate and approve expenditures within a defined dollar limit. It is not the power to directly enter into agreements with suppliers or contractors for the purchase of goods and services. The City's Procurement Policy 3104 provides the authority and the methodology of entering into contracts for the purchase of goods and services.

Staff, in signing the vendor invoices/progress claims, are not exercising spending authority but attesting to the fact that the goods and services have been received.



# Proposed Amended Policy

## City of Richmond

## Policy Manual

Page 2 of 3

Adopted by Council: May 8, 2006

**POLICY 3709**

File Ref:

**Financial Signing Authorities**

Employees with spending authority can:

- Approve Requisition for Purchase
- Approve Vendor invoices and cheque requisitions (payment vouchers) for goods and services listed in the Purchasing Procedures Guidelines
- Approve petty cash and expense reports
- Request the Finance Department to initiate periodic payments supported by contracts
- Sign for purchases on the City's Purchasing Card

#### **IV. DELEGATION OF SPENDING AUTHORITY**

The delegation of spending authority is set out in the Officer and General Manager Bylaw 8215.

The maximum spending limits which are delegated to the following staff levels for a single transaction against City accounts are stated below:

- |                                    |          |
|------------------------------------|----------|
| • Authorized employees             | \$1,000  |
| • Administrative Assistants        | \$5,000  |
| • Supervisors/Executive Assistants | \$10,000 |
| • Managers                         | \$25,000 |
| • Directors/Department Heads       | \$50,000 |

#### **V. PAYMENT AUTHORITY**

The General Manager, Finance and Corporate Services may delegate payment authority to designated Finance Department Managers to pay the accounts and expenditures provided that they have been included in the 5 Year Financial Plan Bylaw.



**Proposed  
Amended Policy  
City of Richmond**

**Policy Manual**

Page 3 of 3

Adopted by Council: May 8, 2006

**POLICY 3709**

File Ref:

**Financial Signing Authorities**

**VI. DELEGATION OF PAYMENT AUTHORITY**

Finance Department Managers may delegate payment authority to designated employees within the Finance Department to disburse the funds as required in the performance of their duties.





# Policy to be Rescinded

## Policy Manual

Page 1 of 1

Adopted by Council: May 8, 2006

POLICY 3105

File Ref: 01-0172-00

Purchasing Policy – Construction Management Projects

### Policy 3105:

It is Council policy that:

#### 1. Soliciting of Bids

- (a) when an unforeseeable situation of urgency exists that prevents the issue of a public tender for the purchase of goods and services, the General Manager, Engineering & Public Works, together with the City's Project Manager, may authorize the use of three or more written quotations;
- (b) when there are insufficient qualified vendors, the CAO upon recommendation from the General Manager, Engineering & Public Works and the City's Project Manager, may authorize the use of less than three written quotations; and
- (c) Council is to be notified by memorandum immediately if any processes identified in (a) and (b) of the above are utilized.

#### 2. Change Orders

- (a) The City's Project Manager may authorize changes to a contract up to a 10% cumulative amount over the original contract value, if the funds are within the project budget and approved scope of work.
- (b) The Senior Management Group (TAG) may authorize changes to a contract greater than a 10% amount over the original contract value, if the funds are within the project budget and approved scope of work.
- (c) Any significant change order that will result in a change of scope to the project will require Council approval.

**Monthly, the City's Project Manager will advise Council by memorandum of any significant change orders to the project. A summary of change orders will also be included in the Finance Department's quarterly reporting of contract change orders to the Finance Committee.**



# Policy to be Rescinded

## Policy Manual

Page 1 of 1

Adopted by Council: Nov.14, 2000

**POLICY 3103**

Amended by Council: May 28, 2007

File Ref: 6405-00

ENVIRONMENTAL PURCHASING POLICY

### **POLICY 3103:**

It is Council policy that:

In order to increase the development and awareness of environmentally-sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way that they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

The operators and caterers of City-run facilities be requested to use only certified organic, free-range or free-run whole (shell) chicken eggs.



# City of Richmond

## Report to Committee

**To:** Finance Committee **Date:** July 28, 2015  
**From:** Jerry Chong, CPA, CA **File:** 8060-20-9217  
 Director, Finance  
 David Weber  
 Director, City Clerk's Office  
**Re:** **Finance Policy Amendments and Officer and General Manager Bylaw Amendments**

### Staff Recommendation

1. That Council Policy 2003 (Disposal of City Assets) be amended as set out in Attachment 3 of the staff report titled "Finance Policy Amendments" dated July 28, 2015 from the Director of Finance;
2. That Council Policy 3001 (Budget Amendments) be amended as set out in Attachment 4 of the staff report titled "Finance Policy Amendments" dated July 28, 2015 from the Director of Finance; and
3. That Officer and General Manager Bylaw No.8125, Amendment Bylaw No.9217 be introduced and given first, second and third readings.

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

David Weber  
 Director, City Clerk's Office  
 (604-276-4098)

Att. 5

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

## Staff Report

### Origin

Policy 2003 and 3001 were adopted by Council respectively in 1991 and 1989. Subsequent to the dates of adoption the City's Officer and General Manager Bylaw (Bylaw 8215), the Community Charter and the Public Sector Accounting Board standards came into effect. Staff are recommending amendments to these 2 policies to reflect the changes required in order to ensure consistency and compliance with bylaws and regulatory standards.

The current Disposal of Asset Policy (2003) and Budget Amendment Policy (3001) are included in **Attachment 1** and **2** respectively. The amended Disposal of Asset Policy (2003) and Budget Amendment Policy (3001) are included in **Attachment 3** and **4** respectively.

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

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

*7.1. Relevant and effective budget processes and policies.*

*7.2. Well-informed and sustainable financial decision making.*

*7.3. Transparent financial decisions that are appropriately communicated to the public.*

### Analysis

#### Disposal of City Assets

This policy has been amended to ensure that internal controls are in place, the City receives the best value and consistency with the Officer and General Manager Bylaw.

The following summarizes the proposed changes to the Disposal of City Asset Policy:

- Include obsolete and damaged City assets being eligible for disposal.
- Include the availability of trading-in assets as a means of disposal in order to provide the best value to the City.
- Include offering assets to other divisions within the City in order to achieve best value.
- Include reporting to Council donation requests for assets with an original cost that were greater than \$100,000 for transparency.
- Remove redundant wording and reference to outdated accounting treatment.

#### Budget Amendments

This policy has been amended to ensure that the City adheres to the BC Community Charter, the Officer and General Manager Bylaw, the 5 Year Financial Plan Bylaw (5YFP Bylaw) and consistency with Public Sector Accounting Board standards.



The following summarizes the proposed changes to the Budget Amendments Policy:

- Include wording to acknowledge that changes may occur during the year and the budget amendments only be allowed if there are no increases to tax and utility rates and any change will be reported to Council when the 5YFP Bylaw is amended.
- Include allowing flexibility within the bylaw by allowing for transfers of budget resources within divisions while adhering to the Officer and General Manager Bylaw and the 5YFP Bylaw. Budget resources are the approved operating expenditures and revenues for a given year
- Include reporting to Council for transfers involving salaries, transfers between divisions and transfers that exceed \$100,000.
- Include allowing for changes to construction management capital projects up to \$500,000, if there is funding available within the respective General Manager's (GM's) operating or utility budget
- Include allowing for changes to capital projects up to \$100,000, if there is funding available within the respective GM's operating or utility budget
- Include reporting to Council if construction management capital projects and capital project changes respectively exceed \$500,000 and \$100,000 funding is not available from operating and/or utility budgets and any changes to the projects scope.
- Include closing any capital or construction management projects that have been previously approved by Council 3 years earlier, unless approved by the GM of Finance and Corporate Services.
- Include reporting out to Council on an annual basis all open capital and construction management projects.
- Remove references to contingency accounts and ensuring the policy is consistent with the limits as established in the Officer and General Manager Bylaw.
- Remove any redundancies and references to minor capital due to the introduction of Public Sector Accounting Board standards.

#### Officer and General Manager Bylaw

Several amendments are proposed to the Officer and General Manager Bylaw in relation to indemnities, the designation of Officers with responsibility for the FOIPPA portfolio and the updating of the title for the City's Financial Officer.

The standard wording of many legal agreements includes an indemnity. A typical indemnity requires the City to indemnify the other party for any and all losses that the other party may suffer as a result of the City's use of the product, service, or right that is the subject matter of the legal agreement. In most cases, such standard legal agreements are non-negotiable and therefore negotiating the contract to remove the indemnity is generally not an option.

Typically such indemnities are without monetary limit. The authorities in the *Officer and General Manager Bylaw* (the "Bylaw") have monetary limits. As a result, when indemnities are included in a legal agreement, the authority afforded by the Bylaw to execute such legal agreement is in question.

The proposed amendment to the Bylaw addresses this issue by allowing the officers and general managers set-out in the Bylaw to execute contracts that include an indemnity if the monetary amount of the contract is within the monetary amounts in the Bylaw, all other conditions of the Bylaw are met and the indemnity is an integral and usual part of the legal agreement.

Section 77 of the *Freedom of Information and Protection of Privacy Act* requires that a local public body designate a person or a group of persons as the head for the purposes of the Act. The effect of the proposed bylaw amendment will designate two City officers – the Chief Administrative Officer and the Corporate Officer (the Director, City Clerk’s Office) - as the persons with responsibility for the administration of FOIPPA. Given the increasing complexity and importance of the program area, authority over this function is proposed to be vested with two City Officers in order to raise its status and increase administrative effectiveness and accountability. This follows a similar structure to some other cities such as Vancouver where authority for the function is vested in three senior staff members. The day-to-day administration of the function will remain unchanged and will continue to be managed by staff that have current responsibility for the role.

At the time the Officer And General Manager Bylaw was adopted, the title for the City’s Financial Officer (the Officer appointed under s.149 of the Community Charter) was “General Manager, Business and Financial Services.” The position title has since changed to “General Manager, Finance and Corporate Services” prompting a corresponding housekeeping update.

#### **Financial Impact**

None

#### **Conclusion**

Staff have reviewed the current finance policies and the Officer and General Manager Bylaw and propose the amendments to ensure that the policies are relevant and effective.



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



David Weber  
Director, City Clerk’s Office  
(604-276-4098)

- Att. 1: Current Policy 2003 – Disposal of City Assets
- 2: Current Policy 3001 – Budget Amendments
- 3: Amended Policy 2003 – Disposal of City Assets
- 4: Amended Policy 3001 – Budget Amendments
- 5: Officer and General Manager Bylaw No. 8125, Amendment Bylaw No. 9217



# Current Policy

# Attachment 1 Policy Manual

Page 1 of 1

Adopted by Council: Feb. 25/91

Amended: Aug. 14/92

**POLICY 2003**

File Ref: 0640-00

**DISPOSAL OF CITY ASSETS**

## **POLICY 2003:**

It is Council policy that:

1. The City Treasurer shall have the authority to dispose of all surplus City assets, exclusive of land, by tender, auction or by the best means available in the circumstances. However, when the donation of surplus City assets is requested, the City Treasurer will forward the requests to Council through the Finance and Administration Committee.
2. All requests for vehicle donations must be submitted to the City Treasurer in writing.
3. The determination as to whether assets are surplus will be made by the City Treasurer in consultation with the appropriate Department Head. Vehicles will be declared surplus only if they have no alternate approved uses.
4. Vehicles will be donated "as is", with no remedial or repair work being undertaken on them prior to transfer.
5. The City assumes no liability for the condition or road-worthiness of donated vehicles at the time of transfer.
6. When a surplus City vehicle is disposed of to an affiliated City society or City-funded organization, the Vehicle Replacement Account shall be credited with the vehicle trade-in value, and the source of funds will be the City Grant Account.

(Treasury Department)



# Current Policy

# Policy Manual

Page 1 of 3

Adopted by Council: Oct. 10/89

POLICY 3001

File Ref: 0970-00

**BUDGET AMENDMENTS**

## **POLICY 3001:**

It is Council policy that:

### **OPERATING BUDGET**

1. The City Treasurer may approve the following budget changes at the request of a department head:
  - (a) Changes within a main heading of less than \$25,000 which do not involve salaries;
  - (b) Appropriations from the contingency account of less than \$25,000.
  
2. The City Treasurer may approve the following budget changes, at the request of a department head. The changes will be reported monthly to the Finance and Administration Committee:
  - (a) Changes that involve salaries;
  - (b) Changes within a main heading of \$25,000 or more, and less than \$100,000;
  - (c) Changes within a departmental responsibility up to \$100,000 which involves moving funds between main headings;
  - (d) Appropriations from the contingency account of more than \$25,000 and less than \$100,000.
  
3. A Council resolution is required for the following changes:
  - (a) Changes that require moving of budget amounts between departmental responsibilities;
  - (b) Changes of more than \$100,000.





## **CAPITAL BUDGET**

### **Major Projects**

A major capital project is any capital project with an estimated cost of over \$100,000. Council will approve the budget amount for each project prior to commencement (normally at the time the tender is awarded).

1. The City Treasurer may approve the following changes at the request of a department head, provided that funding is in place:
  - (a) Changes of up to \$25,000, or
  - (b) 5% of the total project cost, whichever is greater.
2. A resolution of Council is required for the following changes:
  - (a) Changes of more than 5% of the project cost or \$25,000, whichever is greater, or
  - (b) Changes on a project which has previously been overspent.

### **Minor Capital Projects**

Minor capital projects are those of less than \$100,000. Council approves the annual program for public works, building construction and parks capital to be funded from the current budget. This includes a list of projects or programs and dollar values. These projects may proceed after budget approval without further Council consideration.

1. The City Treasurer may approve the following changes, at the request of a department head, if sufficient funds are available:
  - (a) Changes to a project or program total of up to \$25,000;
  - (b) New projects of up to \$25,000.



2. A resolution of Council is required for the following changes:
  - (a) Changes to a project or program of \$25,000 or more;
  - (b) New projects of \$25,000 or more.

### **Equipment Reserve Expenditures**

1. Council approves the list of equipment at the time the Equipment Reserve Expenditure Bylaw is passed.
2. The City Treasurer may approve the following change if sufficient funds are available:  
Change in the cost of an individual item of up to \$25,000.
3. A Council resolution is required for the following change:  
Change in the cost of an individual item of \$25,000 or more.
4. Additional items not included in the schedule require an amendment to the Equipment Reserve Expenditure Bylaw.

(Treasury Department)



# Proposed Amended Policy

# Attachment 3 Policy Manual

Page 1 of 1

Adopted by Council: Feb. 25/91

**POLICY 2003**

File Ref: 0640-00

**DISPOSAL OF CITY ASSETS**

## **POLICY 2003:**

It is Council policy that:

1. The General Manager of Finance and Corporate Services shall have the authority to dispose of all obsolete, damaged or surplus City assets, exclusive of land, by tender, auction, trade-in or by the best means available in the circumstances in order to provide the best value to the City.
2. The determination as to whether assets are obsolete, damaged or surplus will be made by the General Manager of Finance and Corporate Services in consultation with the appropriate Department Head.
3. All obsolete, damaged or surplus City assets shall first be offered to other divisions within the City.
4. Any request for a donation of obsolete, damaged or surplus City assets, which has an original combined cost that exceeds \$100,000 requires Council approval.

(Finance Department)



# Proposed Amended Policy

# Policy Manual

Page 1 of 3

Adopted by Council: Oct. 10/89.

POLICY 3001

File Ref: 0970-00

**BUDGET AMENDMENTS**

## **POLICY 3001:**

It is Council policy that budget amendments that increase the City's expenditures are only permitted where funding is from sources other than taxation or utility fees. During the year there may be a need to change how the budget was allocated in order to ensure that City staff have appropriate authority to manage budget resources to ensure programs and services are delivered in an efficient and effective manner:

### **OPERATING AND UTILITY BUDGET**

1. The General Manager of Finance and Corporate Services may approve the following budget changes at the request of a General Manager:
  - (a) Transfer of budget resources within a Division that does not exceed \$100,000 and that does not involve salaries. Requests must clearly identify the allocations that are proposed, the funding source and/or the budget resource that will be transferred. Any changes will be documented and reported at an upcoming Finance Committee, and included in the staff report when the City's 5 Year Financial Plan amendments are presented
  
2. Council approval is required for any of the following changes:
  - (a) Transfers that involve salaries;
  - (b) Transfer of budget resources between Divisions;
  - (c) Transfers that exceed \$100,000.





## **CAPITAL BUDGET**

Council will approve the budget amount for each project prior to commencement.

1. The CAO and the General Manager of Finance and Corporate Services may approve the following changes to a construction management capital project at the request of a General Manager, provided that surplus funding (based on the restrictions above (OPERATING AND UTILITY BUDGET)) is available from the respective General Manager's Divisions Operating, Utility Budget or an approved capital project:

The lesser of:

- (a) \$500,000, or;
- (b) 5% of the original construction management capital project that was approved in the City's Capital Budget.

Any changes will be documented and reported at an upcoming Finance Committee, and included in the staff report when the City's 5 Year Financial Plan amendments are presented.

2. The General Manager of Finance and Corporate Services may approve the following changes to a capital project at the request of a General Manager, provided that surplus funding (based on the restrictions above (OPERATING AND UTILITY BUDGET)) is available from the respective General Manager's Divisions Operating, Utility Budget or an approved capital project.

The lesser of:

- (a) \$100,000, or;
- (b) 5% of the original capital project that was approved in the City's Capital Budget.

Any changes will be documented and reported at an upcoming Finance Committee, and included in the staff report when the City's 5 Year Financial Plan amendments are presented.

3. Council approval is required for any of the following:
  - (a) Funding is not available from the Operating, Utility Budget, or an approved capital project, or;
  - (b) Costs for a construction management capital project exceed the original amount that was approved in the City's Capital Budget by more than \$500,000, or;
  - (c) Costs for a capital project exceed the original amount that was approved in the City's Capital Budget by more than \$100,000, or;



- (d) Changes to project scope.

### CAPITAL PROJECTS IN PROGRESS

Capital and construction management projects that were previously approved by Council 3 years or earlier, will be closed with funds returned to the original source. Any exceptions will require the General Manager of Finance and Corporate Service's approval and all capital and construction management projects work in progress will be reported annually to the Finance Committee.

(Finance Department)



**Officer and General Manager Bylaw No. 8215,  
Amendment Bylaw No. 9217**

The Council of the City of Richmond enacts as follows:

1. The **Officer And General Manager Bylaw No. 8215** is amended
  - (a) by adding the following as section 1.3.1.1(j):
    - (j) the powers, duties and functions of the “head” for the purposes of the *Freedom of Information & Protection of Privacy Act*; and
  - (b) by adding the following as section 1.3.1.1(k):
    - (k) the authority in section 1.3.1.1 to execute agreements, legal instruments, contracts and licences of occupation includes the authority to grant an indemnity that is an integral and usual part of the agreement, legal instrument, contract or licence.
  - (c) by adding the following as section 1.3.2.1(d):
    - (d) the authority in section 1.3.2.1 to execute agreements and legal instruments includes the authority to grant an indemnity that is an integral and usual part of the agreement or legal instrument.
  - (d) by adding the following as section 2.2.1(i):
    - (i) the authority in section 2.2.1 to execute agreements, legal instruments and contracts includes the authority to grant an indemnity that is an integral and usual part of the agreement, legal instrument or contract.
  - (e) by deleting the word “and” at the end of sections 1.3.1.1(h), 1.3.2.1(b), and 2.2.1(g).
  - (f) by deleting the period at the end of sections 1.3.2.1(c) and 2.2.1(h) and substituting “; and”.
2. The **Officer And General Manager Bylaw No. 8215** is amended by deleting the term “**General Manager, Business and Financial Services**” everywhere such term appears in the bylaw and substituting the term “**General Manager, Finance and Corporate Services**”.

3. This Bylaw is cited as **“Officer And General Manager Bylaw No. 8215, Amendment Bylaw No. 9217”**.

FIRST READING

\_\_\_\_\_

SECOND READING

\_\_\_\_\_

THIRD READING

\_\_\_\_\_

ADOPTED

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

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





# City of Richmond

## Report to Committee Planning and Development Division

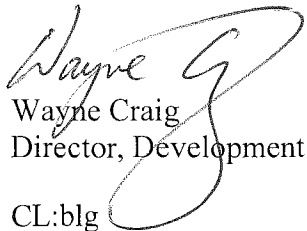
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development


**Date:** September 8, 2015  
**File:** RZ 14-662541

**Re:** Application by Sumaiyya Hasan for Rezoning at 8571 No. 4 Road from Single Detached (RS1/E) to Coach Houses (RCH1)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9290, for the rezoning of 8571 No. 4 Road from "Single Detached (RS1/E)" to "Coach Houses (RCH1)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
CL:blg  
Att.

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

## Staff Report

### Origin

Sumaiyya Hasan has applied to the City of Richmond for permission to rezone the property at 8571 No. 4 Road from the “Single Detached (RS1/E)” zone to the “Coach Houses (RCH1)” zone, to permit the property to be subdivided to create two (2) lots, each with a principal single-detached dwelling and an accessory coach house above a detached garage, with vehicle access to/from the existing rear lane (Attachment 1). A survey of the subject site showing the proposed subdivision plan is included in Attachment 2.

### Findings of Fact

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

### Surrounding Development

The subject site currently contains a single-detached dwelling. Existing development immediately surrounding the subject site is as follows:

- To the North, is a lot zoned “Single Detached (RS1/E), and beyond that are two (2) lots zoned “Compact Single Detached (RC1)”, each of which contain a single-detached dwelling.
- To the South, is a lot zoned “Single Detached (RS1/E) containing a single-detached dwelling.
- To the East, immediately across No. 4 Road are two (2) lots zoned “Agriculture (AG1)” in the Agricultural Land Reserve, which each contain a single-detached dwelling along No. 4 Road.
- To the West, immediately across the existing rear lane, is a lot zoned “Single Detached (RS1/B)” fronting Allison Street, which contains a single-detached dwelling.

### Related Policies & Studies

#### Official Community Plan (OCP)

The OCP land use designation for the subject site is “Neighbourhood Residential”. The Ash Street Sub-Area Plan designation for the subject site is “Low Density Residential” (Attachment 4). This redevelopment proposal is consistent with these designations.

#### Arterial Road Policy

The Arterial Road Policy identifies the subject site for redevelopment to compact lots or coach houses, with rear lane access.

**Agricultural Land Reserve (ALR) Buffer Zone**

Consistent with the Official Community Plan (OCP) guidelines, the applicant will be required to register a covenant on Title prior to rezoning to secure a 4 m wide landscaped buffer along the No. 4 Road frontage of the proposed lots.

**Floodplain Management Implementation Strategy**

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

**Public Consultation**

Staff have not received any comments from the public about the development proposal in response to the placement of the rezoning sign on the property.

**Analysis****Site Planning, Transportation Requirements, and Architectural Character**

The proposed conceptual plans included in Attachment 5 have satisfactorily addressed the staff comments identified as part of the rezoning application review process.

The proposed site plan involves a principal dwelling on the east side and an accessory coach house above a detached garage on the west side of each lot proposed. Private open space is proposed in the rear yard in between the principal dwelling and the coach house on each lot proposed. Private open space for the exclusive use of the coach house is also proposed in the form of a small balcony facing the existing rear lane.

Pedestrian access to the site and coach house is proposed via a permeable pathway from No. 4 Road, as well as from the rear lane.

Vehicle access to the subject site is required to be from the rear lane only, with no access permitted to No. 4 Road, in accordance with Bylaw 7222.

On-site parking is proposed in the garage in accordance with the Zoning Bylaw and consists of two (2) parking spaces for the principal dwelling, provided in a tandem arrangement, along with one (1) parking space for the coach house to the side, with vehicle access to the site from the existing rear lane. Prior to final adoption of the rezoning bylaw, the applicant must register a restrictive covenant on Title prohibiting the conversion of the parking area in the garage into habitable space.

The proposed architectural elevation plans include articulation of the coach house building and appropriate window placement, thereby avoiding blank facades, providing some visual interest, and minimizing overlook onto the principal dwelling's private outdoor space as well as onto adjacent properties.

On-site garbage and recycling is proposed to be set back a minimum of 1.5 m from the rear property line, in accordance with the RCH1 zone. Screening of on-site garbage and recycling will be reviewed upon receipt of the required Landscape Plan for the site prior to final adoption of the rezoning bylaw.

Prior to final adoption of the rezoning bylaw, the applicant must register restrictive covenants on Title to ensure that:

- The coach house cannot be stratified.
- The Building Permit application and ensuing development at the site is generally consistent with the proposed conceptual plans included in Attachment 5. The Building Permit application process includes coordination between Building Approvals and Planning Department staff to ensure that the covenant is adhered to.

### **Tree Retention and Replacement**

A Certified Arborist's Report was submitted by the applicant, which identifies tree species, assesses their structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 11 bylaw-sized trees, and one (1) undersized hedging Cedar on the subject site.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report, conducted visual tree assessment, and provides the following comments:

- A Spruce tree (Tree # 1) in the northwest corner of the site is in good condition and should be retained and protected a minimum of 3 m out from the base of the tree.
- The undersized hedging Cedar (Tree # 3) has little landscape value or long term viability and is recommended for removal.
- Trees # 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 are all in poor condition and have either sparse canopy foliage, have been historically topped and as a result, exhibit significant structural defects such as leans, narrow and weak secondary stem unions at the main branch union below previous topping cuts, and co-dominant stems with inclusions. These trees are not good candidates for retention and should be removed and replaced.

#### *Tree Retention*

One (1) tree is required to be retained and protected on-site (Tree # 1). The proposed Tree Retention & Removal Plan is shown in Attachment 6.

To ensure protection of Tree # 1, the applicant must complete the following items prior to final adoption of the rezoning bylaw:

- Submit a contract with a Certified Arborist for supervision of all works conducted within close proximity to the tree protection zone. The contract must include the scope of work, including the number of monitoring inspections at specified stages of construction, and special measures to ensure tree protection, and a provision for the Arborist to submit a post-construction impact assessment report to the City for review.
- Submit a Survival Security in the amount of \$1,000.



Prior to demolition of the existing dwelling on the subject site, the applicant is required to install tree protection fencing around Tree # 1 at a minimum of 3 m out from the base of the tree. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin TREE-03 prior to any works being conducted on-site, and must remain in place until construction and landscaping on-site is completed.

### *Tree Replacement*

A total of 10 trees and one (1) undersized hedging Cedar are proposed to be removed. The OCP tree replacement ratio of 2:1 requires that 20 replacement trees be planted and maintained on the subject site. Due to the compact size of the proposed lots and the effort required to retain Tree # 1, staff recommend that a total of eight (8) replacement trees be planted and maintained on the proposed lots at development stage, and that a voluntary contribution be submitted to the City's Tree Compensation Fund in the amount of \$4,000. The replacement trees must be of the following minimum sizes and be located as follows:

- Two (2) 6 cm deciduous trees in the rear yard of the proposed north lot.
- Two (2) 6 cm deciduous trees in the rear yard of the proposed south lot.
- Two (2) 8 cm deciduous or 4 m high coniferous trees in the front yard of each lot proposed [for a total of four (4) trees].

To ensure that the required replacement trees are planted and maintained, and that the front and rear yards of the subject site are enhanced, the applicant is required to submit a Landscape Plan prepared by a Registered Landscape Architect, along with a Security in the amount of 100% of a Cost Estimate for the works provided by the Landscape Architect. The Landscape Plan must respond to the guidelines of the Arterial Road Policy and must comply with the landscaping requirements of the RCH1 zone. The Landscape Plan, Cost Estimate, and Security must be submitted prior to final adoption of the rezoning bylaw. The Security will be reduced by 90% after construction and landscaping on the proposed lots is completed and a landscaping inspection has been passed by City staff. The City will retain 10% of the Security for a one-year maintenance period to ensure that the landscaping survives.

### **Existing Legal Encumbrances**

There are no existing legal encumbrances currently registered on Title of the subject site.

### **Affordable Housing Strategy**

The Affordable Housing Strategy requires a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total building area toward the City's Affordable Housing Reserve Fund for single-family rezoning applications.

This proposal to permit a subdivision to create two (2) lots, each with a principal single detached dwelling and accessory coach house above a detached garage, conforms to the Affordable Housing Strategy.

### **Site Servicing and Frontage Improvements**

Frontage and servicing improvements are required with the proposed rezoning. Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a Servicing Agreement for the design and construction of:

- frontage improvements along No. 4 Road in accordance with the standard road cross-section requirements, to include: a 1.5 m wide treed/grass boulevard behind the existing curb/gutter, a 1.5 m wide concrete sidewalk at the property line, complete with transition to the existing sidewalk located beyond the subject site's frontage.
- Rear lane re-grading to a center swale configuration and installation of a lane drainage system complete with Type 3 inspection chambers from the subject site's north property line to the south property line. The developer is required to extend the new drainage system from the subject site's south property line by approximately 30 m to tie into the existing lane drainage system, replacing the existing Type 1 inspection chamber with a Type 3 inspection chamber.

Note: the Servicing Agreement design is to include the required water, sanitary, and storm service connection works as described in Attachment 7.

Prior to final adoption of the rezoning bylaw, the applicant is also required to provide a cash-in-lieu contribution in the amount of \$10,663.60 for future lane improvements to include lane lighting, and roll over curb and gutter on both sides of the rear lane from the subject site's north property line to the south property line.

At subdivision and development stage, the applicant is required to:

- Pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fees, and Servicing Costs.

### **Financial Impact**

This rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

### **Conclusion**

The subject proposal is to rezone the property at 8571 No. 4 Road from the "Single Detached (RS1/E)" zone to the "Coach Houses (RCH1)" zone, to permit the property to be subdivided to create two (2) lots, each with a principal single-detached dwelling and an accessory coach house above a detached garage, with vehicle access to/from the existing rear lane.

This rezoning application complies with the land use designations and applicable policies contained within the OCP for the subject site.

The list of rezoning considerations associated with this application is included in Attachment 7, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9290 be introduced and given first reading.



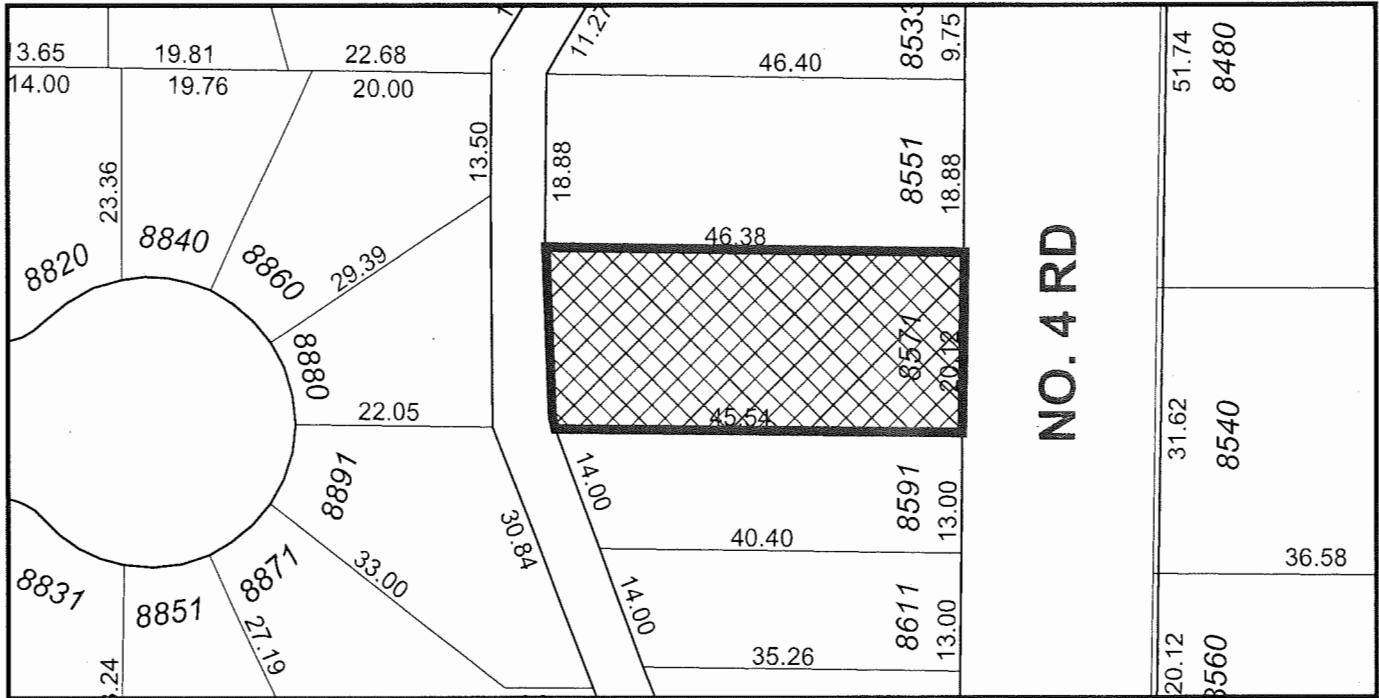
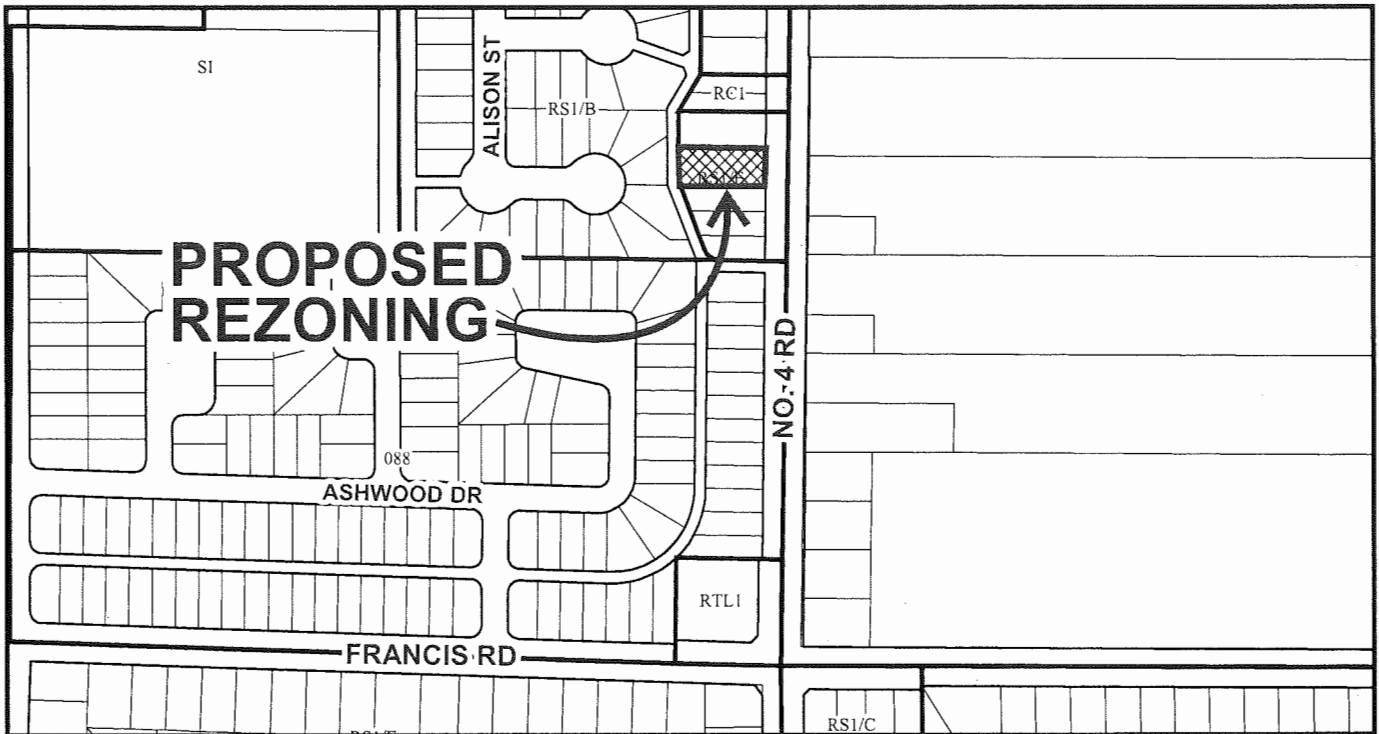
Cynthia Lussier  
Planning Technician  
(604-276-4108)

CL:blg

- Attachment 1: Location Map/Aerial Photo
- Attachment 2: Site Survey and Proposed Subdivision Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Ash Street Sub-Area Plan Land Use Map
- Attachment 5: Conceptual Development Plans
- Attachment 6: Proposed Tree Retention & Removal Plan
- Attachment 7: Rezoning Considerations



City of  
Richmond



	<h1>RZ 14-662541</h1>	<p>Original Date: 05/14/14</p> <p>Revision Date:</p> <p>Note: Dimensions are in METRES</p>
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City of  
Richmond



RZ 14-662541

Original Date: 05/15/14

Revision Date:

Note: Dimensions are in METRES

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT "A" SECTION 22  
BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 70738**

#8571 NO. 4 ROAD,  
RICHMOND, B.C.  
P.I.D 002-729-229



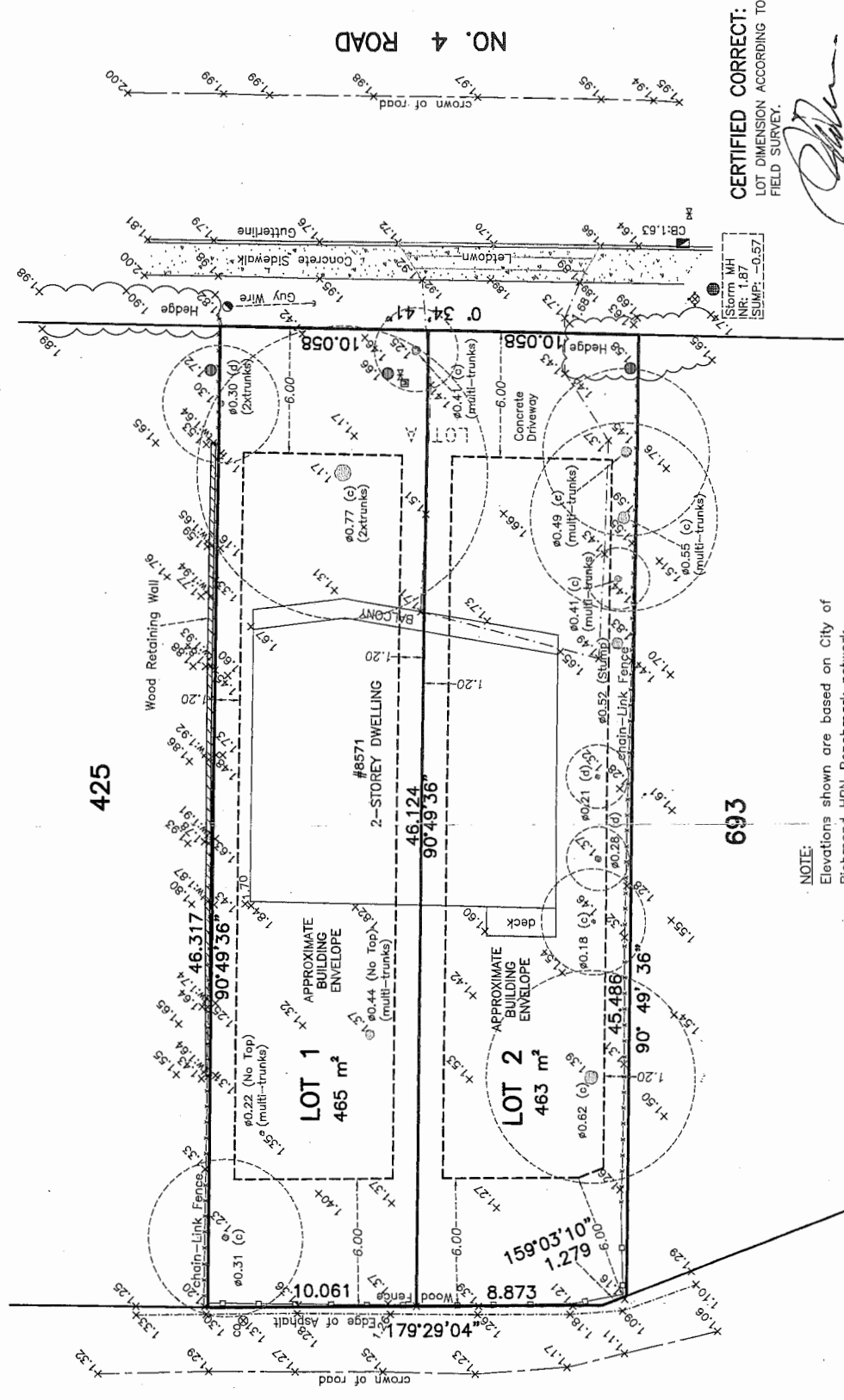
**CNCL 196**

- denotes deciduous
- denotes conifer
- denotes power pole
- denotes round catch basin
- denotes manhole
- denotes catch basin
- denotes water meter
- denotes water valve
- denotes fire hydrant
- CO denotes cleanout
- NR denotes north rim
- tw denotes top of wall

SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED



**CERTIFIED CORRECT:**  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

*[Signature]*  
JOHNSON C. TAM, B.C.L.S.

APRIL 9th, 2014.

**NOTE:**  
Elevations shown are based on City of  
Richmond HPN Benchmark network.  
Benchmark: HPN #202, Control Monument 77H4623 Located  
at CL S bound L turn lane @ No.3 Rd & Bennett Rd  
Elevation = 1.452 metres

© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8853 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-9929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 5507  
FB-248 P152-153  
Drawn By: MY

**DWG No. 5507-TOPO**



**RZ 14-662541**

**Attachment 3**

Address: 8571 No. 4 Road

Applicant: Sumaiyya Hasan

Planning Area(s): Broadmoor (Ash Street Sub-Area)

	<b>Existing</b>	<b>Proposed</b>
<b>Owner:</b>	Sumaiyya Hasan Hasan Aslam Qazi	To be determined
<b>Site Size (m<sup>2</sup>):</b>	928 m <sup>2</sup>	North Lot – 465 m <sup>2</sup> South Lot – 463 m <sup>2</sup>
<b>Land Uses:</b>	Single detached housing	Two (2) residential lots, each with a principal dwelling & accessory coach house
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Area Plan Designation:</b>	Low Density Residential	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Coach Houses (RCH1)
<b>Other Designations:</b>	The Arterial Road Policy designates the subject site for redevelopment to include coach houses with lane access.	No change

<b>On Future Subdivided Lots</b>	<b>Bylaw Requirement</b>		<b>Proposed</b>		<b>Variance</b>
Floor Area Ratio:	Max. 0.60		Max. 0.60		none permitted
Lot Coverage – Building:	Max. 45%		Max. 45%		none
Lot Coverage – Buildings, Structures, and Non-Porous Surfaces:	Max. 70%		Max. 70%		None
Lot Coverage – Live Plant Material:	Min. 20%		Min. 20%		none
Lot Size (min. dimensions):	270 m <sup>2</sup>		North Lot – 465 m <sup>2</sup> South Lot – 463 m <sup>2</sup>		none
Principal Dwelling Setback – Front/Rear Yards (m):	Min. 6 m		Min. 6 m		none
Principal Dwelling Setback – Side Yards (m):	Min. 1.2 m		Min. 1.2 m		none
Coach House Building Setback – Rear Yard (m):	Min. 1.2 m		Min. 1.2 m		none
Coach House Building Setback – Side Yards (m):	Ground floor	Min. 0.6 & 1.8 m	Ground floor	Min. 0.6 & 1.8 m	none
	Second floor	Min. 1.2 m & 1.8 m	Second floor	Min. 1.2 m & 1.8 m	none
Principal Dwelling Height (m):	Max. 2 ½ storeys		Max. 2 ½ storeys		none

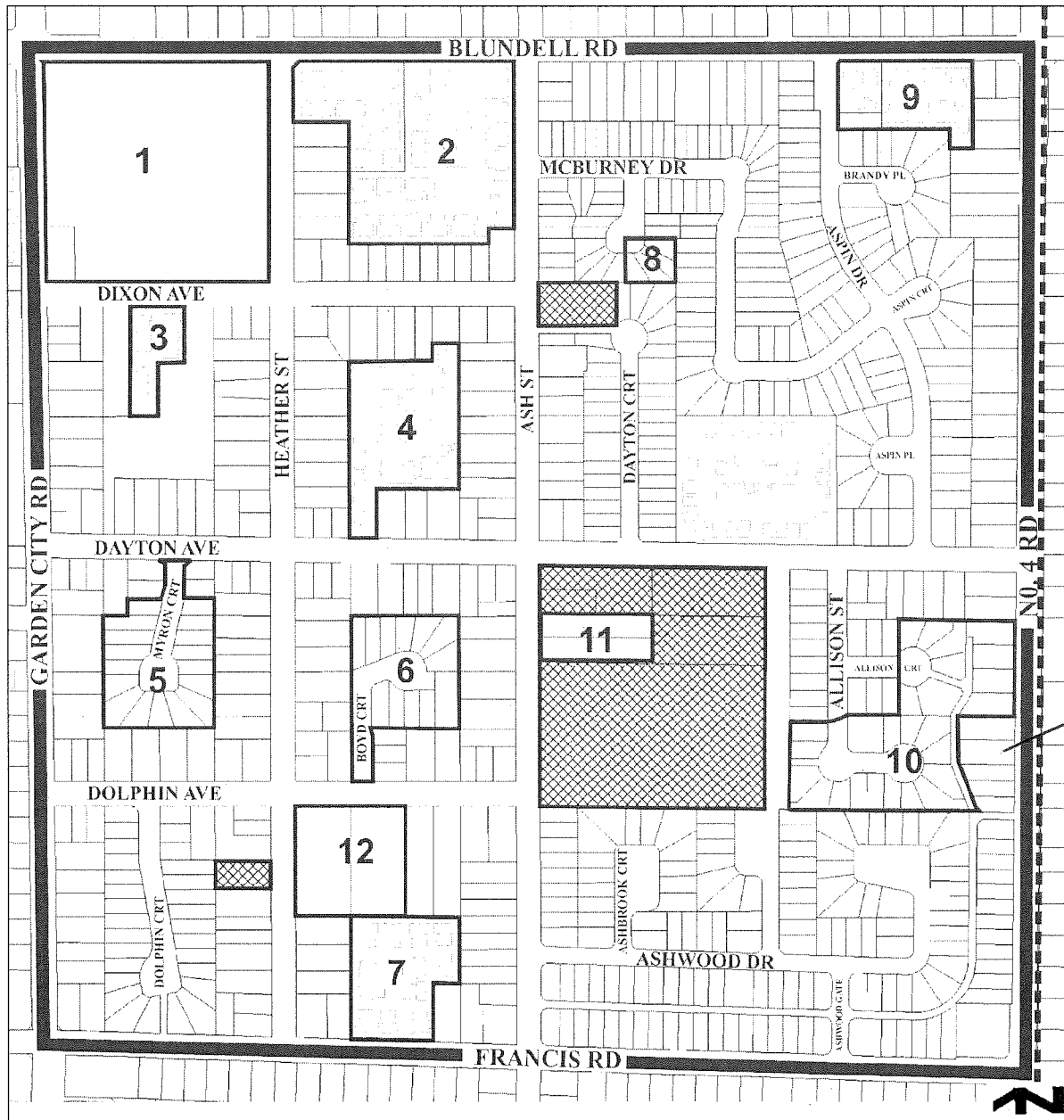
<b>On Future Subdivided Lots</b>	<b>Bylaw Requirement</b>		<b>Proposed</b>		<b>Variance</b>
Coach House Building Height (m):	Max. 2 storeys or 6.0 m, whichever is less, as measured from the highest elevation of the crown of the lane		Max. 2 storeys or 6.0 m, whichever is less, as measured from the highest elevation of the crown of the lane		none
On-Site Parking Spaces – Principal Dwelling:	2		2		none
On-Site Parking Spaces – Coach House:	1		1		none
Tandem Parking Spaces:	permitted		2 for Principal Dwelling		none
Amenity Space – Outdoor:	Principal Dwelling	Min. 30 m <sup>2</sup>	Principal Dwelling	Min. 30 m <sup>2</sup>	none
	Coach House	No minimum	Coach House	No minimum	

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

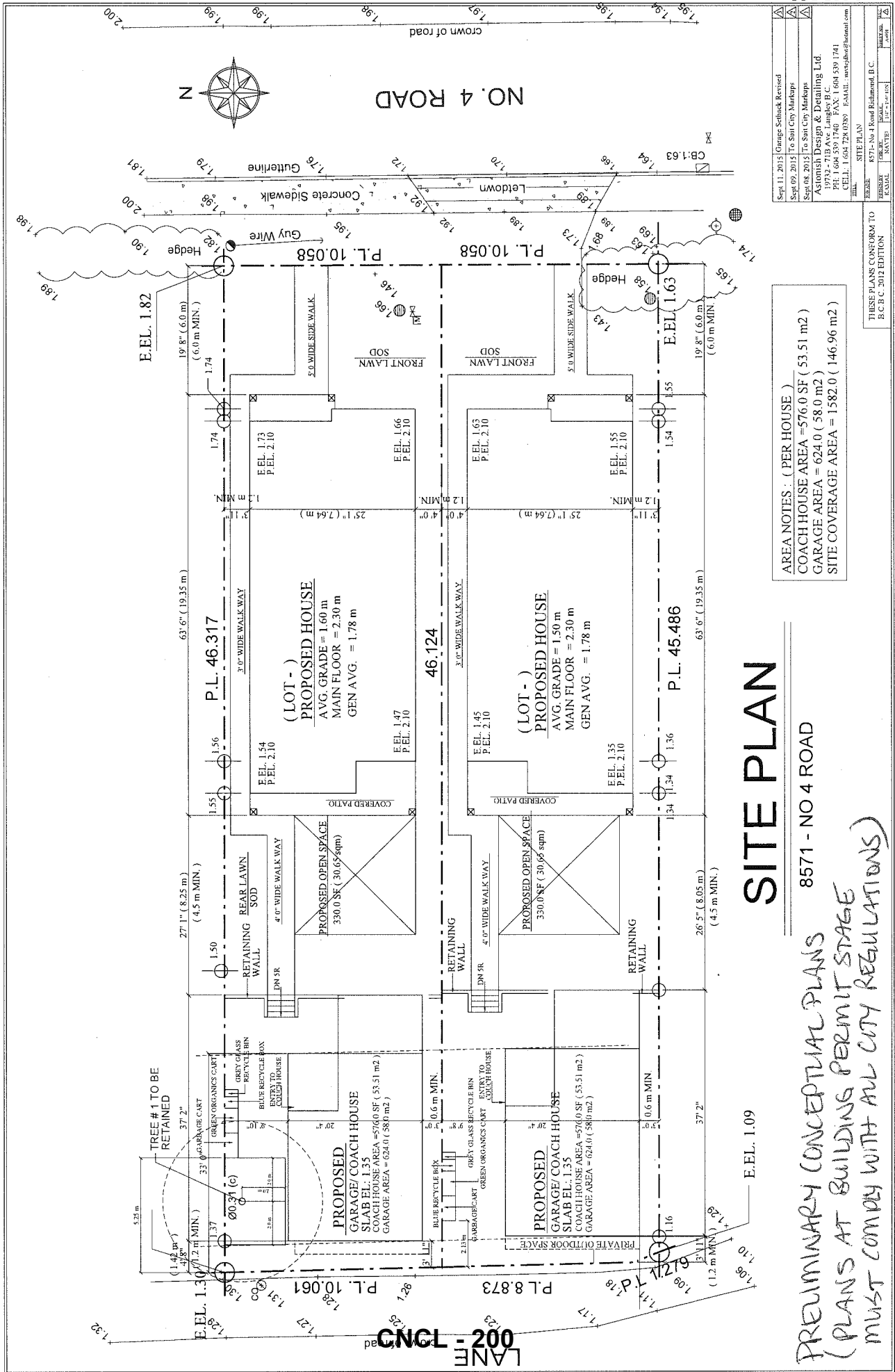


City of Richmond

**Land Use Map** *Bylaw 9086  
2015/04/27*



-----	ALR Boundary	—————	Area Boundary		Designated Infill Areas – Refer to Table: 1
	Public, Institutional & Open Space		Low Density Residential		



Sept. 11, 2015	Change Setback Revised
Sept. 09, 2015	To Suit City Markups
Sept. 08, 2015	To Suit City Markups
Astomish Design & Detailing Ltd.	
1973 - 718 Ave Langley, B.C.	
TEL: 604 539 1740 FAX: 1 604 539 1741	
CELL: 1 604 284 0350 E-MAIL: astomish@astomish.com	
SITE PLAN	
DATE:	8571 - No 4 Road Richmond, B.C.
SCALE:	AS SHOWN
REVISION:	FOR PERMIT
DATE:	2015

THESE PLANS CONFORM TO  
B.C.B.C. 2012 EDITION

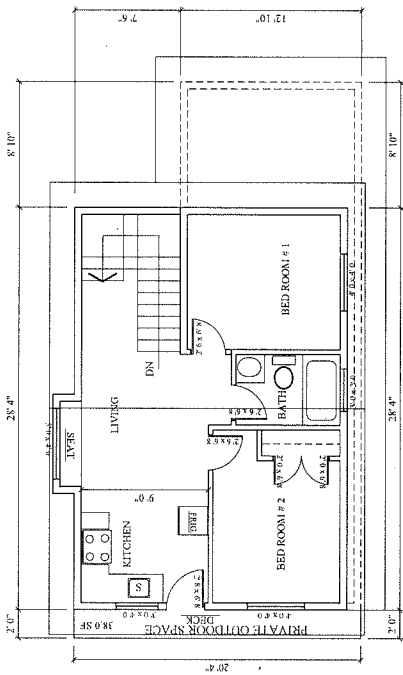
AREA NOTES : ( PER HOUSE )  
 COACH HOUSE AREA = 576.0 SF ( 53.51 m<sup>2</sup> )  
 GARAGE AREA = 624.0 ( 58.0 m<sup>2</sup> )  
 SITE COVERAGE AREA = 1582.0 ( 146.96 m<sup>2</sup> )

# SITE PLAN

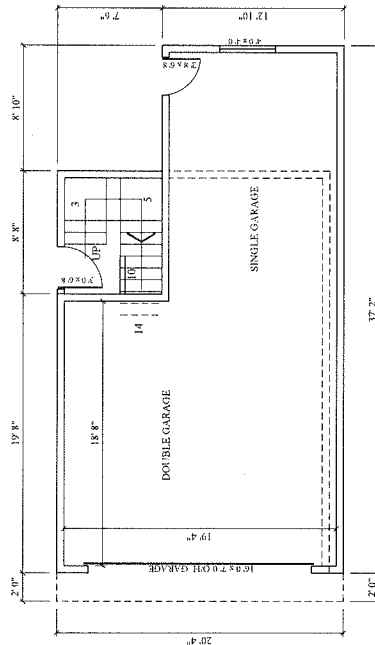
8571 - NO 4 ROAD

PRELIMINARY CONCEPTUAL PLANS  
 ( PLANS AT BUILDING PERMIT STAGE  
 MUST COMPLY WITH ALL CITY REGULATIONS )

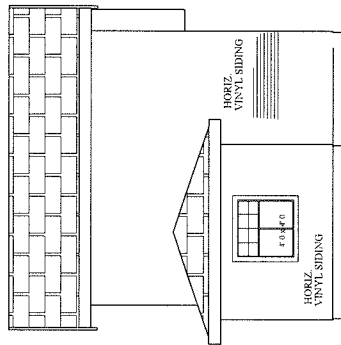
LAND PLAN 200 - 1700



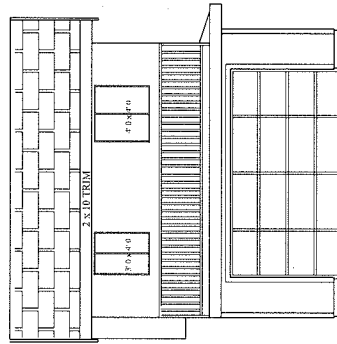
COACH HOUSE FLOOR PLAN  
 COACH HOUSE AREA = 576.0 SF (53.51 m<sup>2</sup>)



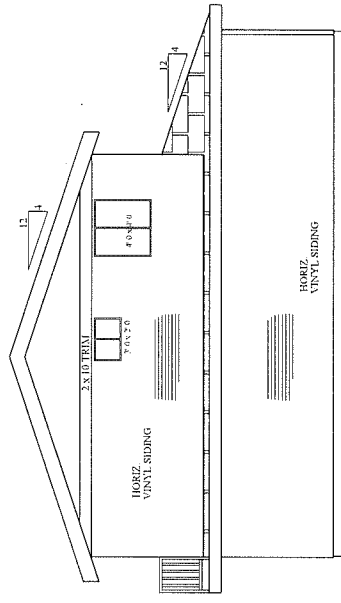
GARAGE FLOOR PLAN  
 GARAGE AREA = 624.0 (58.0 m<sup>2</sup>)



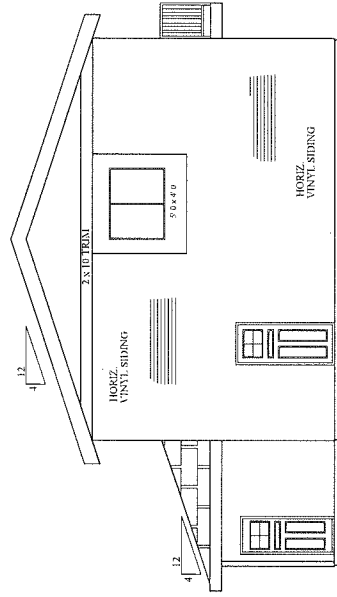
FRONT ELEVATION  
 (EAST)



REAR ELEVATION  
 (WEST)



LEFT SIDE ELEVATION  
 (SOUTH)

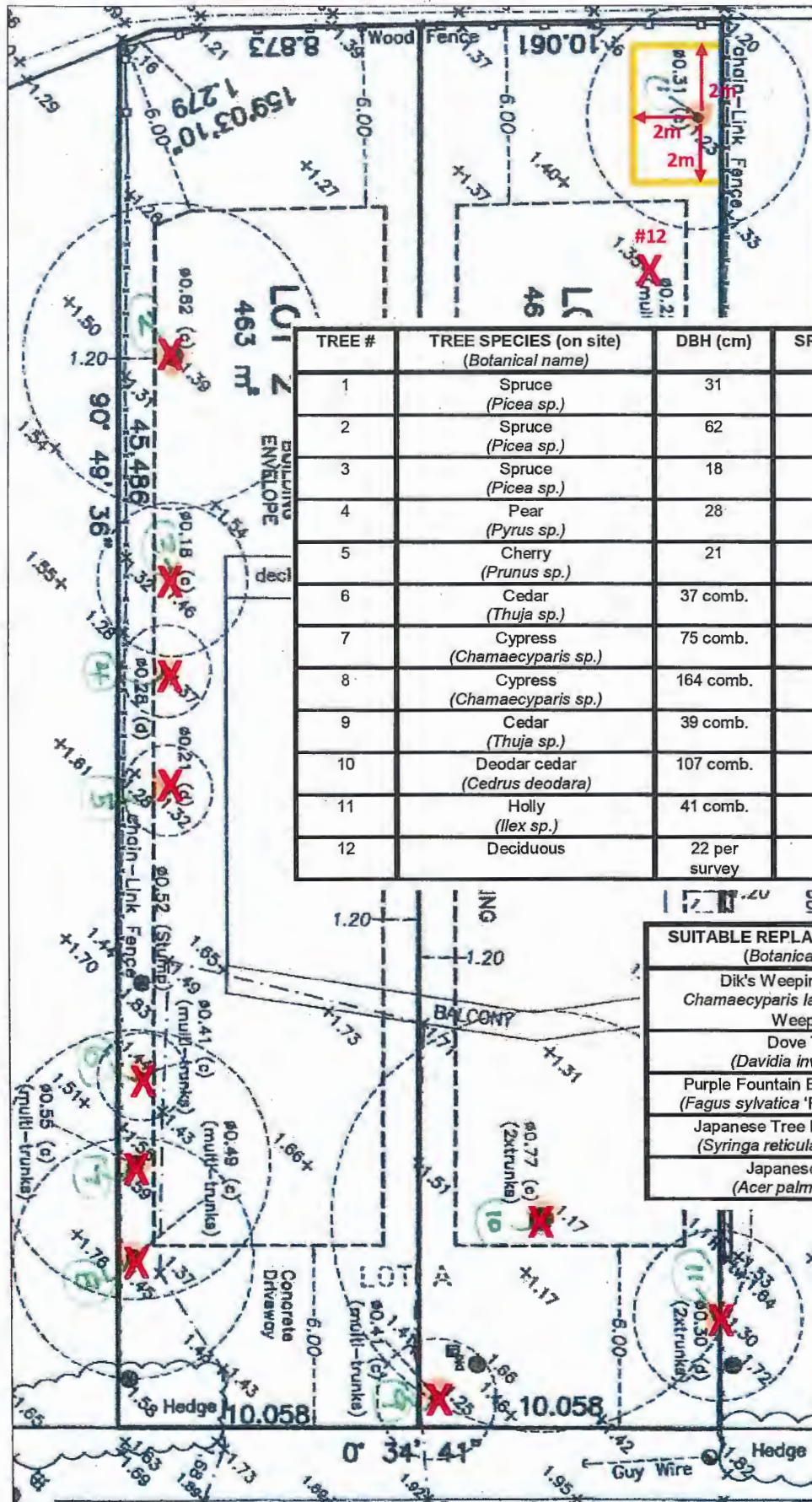


RIGHT SIDE ELEVATION  
 (NORTH)

DATE	DESCRIPTION	BY	CHKD.	DATE	SCALE
Sept 17, 2015	Elevations Added				1/8" = 1'-0"
Sept 06, 2015	To Suit City Markups				1/8" = 1'-0"
Astonish Design & Detailing Ltd 1973-7191 Ave. Langley, B.C. Langley, B.C. V3A 0G4 TEL: 1-604-728-0880 FAX: 604-728-0880 WWW: www.astonishdesign.com					
THESE PLANS CONFORM TO B.C. B.C. 2012 EDITION					
PROJECT NO: 15-001 PROJECT NAME: COACH HOUSE PLAN PROJECT ADDRESS: 5715 N. Road Richmond, B.C.					

PRELIMINARY CONCEPTUAL PLANS  
 (PLANS AT BUILDING PERMIT STAGE  
 MUST COMPLY WITH ALL CITY REGULATIONS)

Tree Retention & Removal Plan, Scale 1:200



TREE #	TREE SPECIES (on site) (Botanical name)	DBH (cm)	SPREAD (m) Radius
1	Spruce ( <i>Picea sp.</i> )	31	2.5
2	Spruce ( <i>Picea sp.</i> )	62	3.5
3	Spruce ( <i>Picea sp.</i> )	18	1.5
4	Pear ( <i>Pyrus sp.</i> )	28	1.5
5	Cherry ( <i>Prunus sp.</i> )	21	1.5
6	Cedar ( <i>Thuja sp.</i> )	37 comb.	1.5
7	Cypress ( <i>Chamaecyparis sp.</i> )	75 comb.	3
8	Cypress ( <i>Chamaecyparis sp.</i> )	164 comb.	3
9	Cedar ( <i>Thuja sp.</i> )	39 comb.	1
10	Deodar cedar ( <i>Cedrus deodara</i> )	107 comb.	3
11	Holly ( <i>Ilex sp.</i> )	41 comb.	1
12	Deciduous	22 per survey	1

SUITABLE REPLACEMENT TREES (Botanical name)
Dik's Weeping Cypress <i>Chamaecyparis lawsoniana</i> 'Dik's Weeping'
Dove Tree ( <i>Davidia involucrata</i> )
Purple Fountain European Beech ( <i>Fagus sylvatica</i> 'Purple Fountain')
Japanese Tree Lilac 'Ivory Silk' ( <i>Syringa reticulata</i> 'Ivory Silk')
Japanese Maple ( <i>Acer palmatum sp.</i> )







**Address:** 8571 No. 4 Road

**File No.:** RZ 14-662541

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9290, the following items must be completed:**

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, along with a Landscaping Security based on 100% of a cost estimate for the works provided by the Landscape Architect (including 10% contingency, fencing, required trees, all hard and soft landscaping, and installation). The Landscaping Security will be reduced by 90% after construction and landscaping on the proposed lots is completed and a landscaping inspection has been passed by City staff. The City will retain 10% of the Security for a one-year maintenance period to ensure that the landscaping survives. The Landscape Plan must respond to the guidelines of the Arterial Road Policy and comply with the landscaping requirements of the RCH1 zone, and must include the following replacement trees:
  - Two (2) 6 cm deciduous trees in the rear yard of the proposed north lot.
  - Two (2) 6 cm deciduous trees in the rear yard of the proposed south lot.
  - Two (2) 8 cm deciduous or 4 m high coniferous trees in the front yard of each lot proposed [for a total of four (4) trees].
2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of all on-site works conducted within close proximity to the tree protection zone of the Spruce tree to be retained (Tree #1). The contract must include the scope of work to be undertaken, including the number of monitoring inspections at specified stages of construction, and special measures to ensure tree protection, and a provision for the Arborist to submit a post-construction impact assessment report to the City for review.
3. Submission of a Tree Survival Security to the City in the amount of \$\$1,000 for the Spruce tree to be retained (Tree # 1).
4. City acceptance of the developer's offer to voluntarily contribute \$4,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
5. Submission of a cash-in-lieu contribution in the amount of \$10,663.60 for future lane improvements to include lane lighting, and roll over curb and gutter on both sides of the rear lane from the subject site's north property line to the south property line.
6. Registration of a restrictive covenant on Title of the lot to ensure that the Building Permit application and ensuing development at the site is generally consistent with the preliminary plans included in Attachment 5 to the staff report dated September 8, 2015.
7. Registration of a flood indemnity covenant on Title.
8. Registration of a legal agreement on title to ensure that landscaping planted in the front yard within the ALR buffer area along No. 4 Road (4.0 m wide, as measured from the east property line) is maintained and will not be abandoned or removed. The legal agreement is to identify the ALR buffer area and to indicate that the subject property is located across from active agricultural operations and is subject to impacts of noise, dust, and odour.
9. Registration of a legal agreement on Title ensuring that the coach house on each lot proposed cannot be strata-titled.
10. Registration of a legal agreement on title prohibiting the conversion of the parking area in the garage into habitable space.

11. Entrance into a Servicing Agreement\* for the design and construction of:

- road improvements along No. 4 Road in accordance with the standard road cross-section requirements, to include: a 1.5 m wide treed/grass boulevard behind the existing curb/gutter, a 1.5 m wide concrete sidewalk at the property line, complete with transition to the existing sidewalk located beyond the subject site's frontage.
- Rear lane re-grading to a center swale configuration and installation of a lane drainage system complete with Type 3 inspection chambers from the subject site's north property line to the south property line. The developer is required to extend the new drainage system from the subject site's south property line by approximately 30 m to tie into the existing lane drainage system, replacing the existing Type 1 inspection chamber with a Type 3 inspection chamber.
- The Servicing Agreement design is to include the following required water, sanitary, and storm service connection works:

*Water Works*

- Using the OCP Model, there is 366 L/s of water available at 20 psi residual at the No. 4 Road frontage. Based on the proposed zoning, your site requires a minimum fire flow of 95 L/s. Once the building design has been confirmed at the Building Permit stage, fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) must be submitted to confirm that there is adequate available flow.
- At the applicant's cost, the City is to disconnect the existing 20 mm diameter connection and install two (2) new 25 mm diameter connections complete with meter boxes at the property line. Meter boxes must be placed on the grass boulevard outside of any private fencing at minimum 1 m away from paved walkways.

*Storm Sewer Works*

- At the applicant's cost, the City is to cap the existing storm connection at the northeast corner of the property and to remove the existing storm inspection chamber and connection near the middle of the No. 4 Road frontage.
- At the applicant's cost, the City is to install a new storm sewer inspection chamber with two (2) service connections at the common property line along the No. 4 Road frontage. Site and boulevard drainage must be graded towards the new inspection chamber to prevent storm water from ponding on the boulevard, road, and walkways.
- A 3 m (east-west) x 1.5 m (north-south) Statutory Right-of-Way for utilities is required to contain the existing City-owned inspection chamber at the southeast corner of the proposed site. The details of the Statutory Right-of-Way shall be finalized at the Servicing Agreement design review stage.

*Sanitary Sewer Works*

- At the applicant's cost, the City is to remove the existing sanitary sewer inspection chamber and connection near the northwest corner of the property, and install a new inspection chamber with two (2) service connections at the common property line along the rear lane.

*General Items*

- The developer is required to coordinate with BC Hydro, Telus and other private communication service providers:
  - For any applicable servicing requirements.
  - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - To determine if above ground structures are required and to coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.).

**At Demolition Application\* stage, the following requirements must be completed:**

- Installation of tree protection fencing around Tree # 1 at a minimum of 3 m out from the base of the tree. Tree protection fencing must be installed to City standard in accordance with the City’s Tree Protection Information Bulletin TREE-03 prior to any works being conducted on-site, and must remain in place until construction and landscaping on-site is completed.

**At Subdivision\* and Building Permit\* Application stage, the following requirements must be completed:**

- Payment of Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fees, and Servicing Costs.
- Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, Letters of Credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

(Signed original on file)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 9290 (RZ 14-662541)
8571 No. 4 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 "COACH HOUSES (RCH1)".

P.I.D. 002-729-229

Lot "A" Section 22 Block 4 North Range 6 West New Westminster District Plan 70738

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9290".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and requirements.

Approval stamp: CITY OF RICHMOND APPROVED by [Signature] APPROVED by Director or Solicitor [Signature]

MAYOR

CORPORATE OFFICER





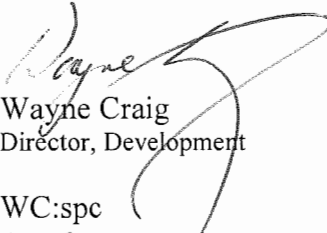
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

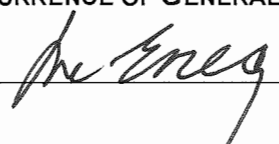
**Date:** September 10, 2015  
**File:** ZT 15-700276

**Re:** Application by GBL Architects Inc. for a Zoning Text Amendment to the "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" Zone at 8888 Patterson Road and 3340 Sexsmith Road

**Staff Recommendation**

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, for a Zoning Text Amendment to the "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" zone, a site-specific zone applicable only at 8888 Patterson Road and 3340 Sexsmith Road, to revise the required ceiling heights of the Artist Residential Tenancy Studio units and permit community amenity space for the purpose of constructing four (4) affordable, work-only, art studios.

  
Wayne Craig  
Director, Development  
  
WC:spc  
Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage Affordable Housing	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	

## Staff Report

### Origin

GBL Architects Inc., on behalf of the developer, Concord Pacific, has applied to the City of Richmond for a Zoning Text Amendment to the “High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)” zone, the site-specific zone applicable to Concord Gardens, a five-phase, multi-family residential development at 8888 Patterson Road (Lot 1) and 3340 Sexsmith Road (Lot 2). (Attachments 1 and 2)

The purpose of the proposed Zoning Text Amendment is to:

- Revise studio ceiling height requirements specific to the development’s Artist Residential Tenancy (ARTS) units (i.e. subsidized affordable rental housing for professional artists, secured with a Housing Agreement) currently under construction in Concord Gardens’ first phase (Attachment 3); and
- Add 140.0 m<sup>2</sup> (1,506.9 ft<sup>2</sup>) of gross leasable floor area of “community amenity space” for use as four (4) affordable, work-only art studios in the development’s final (i.e. fifth) phase. (Attachment 4)

### Findings of Fact

To date, the status of Concord Gardens’ development approvals are as follows:

- Rezoning (RZ 06-349722): January 2013 adopted
- Development Permits for:
  - i. Phase 1 (DP 12-611486) February 2013 / issued
  - ii. Phase 2 (DP 13-642725) January 2014 / issued
  - iii. Phase 3 (DP 14-670686) April 2015 / issued
  - iv. Phases 4/5 (DP 15-700800) In circulation
- Building Permits for:
  - i. Phase 1 (BP 12-643300) November 2013 / issued & under construction
  - ii. Phase 2 (BP 14-665321) November 2014 / issued & under construction
  - iii. Phase 3 (BP 15-703020) In circulation

A Development Application Data Sheet providing details regarding the subject Zoning Text Amendment proposal is attached. (Attachment 5)

### Surrounding Development

The subject site is located in the City Centre’s Capstan Village area: an older, single-family residential and auto-oriented commercial area that, as per City Centre Area Plan (CCAP) policy, is being redeveloped with higher density, mid- and high-rise multi-family and mixed use projects, together with new public parks and streets, in anticipation of the future construction of a Canada Line station near the intersection of Capstan Way and No. 3 Road. Existing development surrounding the subject site includes:

To the North: Patterson Road and a row of single-family lots/houses designated under the CCAP for high-rise, mixed use development;

- To the South: A former TransLink park-and-ride, church, and single-family lots designated under the CCAP for medium density multi-family residential and institution uses;
- To the West: Sexsmith Road and an area recently rezoned for higher density multi-family residential and mixed-use development (RZ 10-544729 and RZ 12-610011, Pinnacle International), the first phase of which is under construction (including seventeen (17) subsidized affordable rental housing units for professional artists); and
- To the East: (Outside the City Centre) Garden City Road and the West Cambie Area, the latter of which contains a mix of townhouses, single-family houses, park, school, and local commercial uses.

### **Related Policies & Studies**

City Centre Area Plan (CCAP): Key CCAP land use designations relevant to the subject Zoning Text Amendment application include:

- Arts District: Capstan Village is designated as part of the City Centre’s “Richmond Arts District”, which is defined as an area that encourages, among other things, “*a high concentration of public and private arts, culture, and heritage uses, facilities, amenities, events, venues for display and performance, work studios, and flexible spaces for living and working*”;
- Pedestrian-Oriented Retail Precincts: Sexsmith Road, south of Hazelbridge Way (i.e. frontage of Concord Gardens’ final phase), is designated as a “secondary” precinct, where pedestrian-oriented commercial and related uses (e.g., art studios with storefront-type windows open to the street) are highly desirable, but not mandatory; and
- Institution Bonus: The subject site is designated for, among other things, “institution” use, which:
  - i. Requires that an institution is constructed as the first use on the site; and
  - ii. On the basis of providing an institution use to the City’s satisfaction, the Plan permits the City to grant bonus density for non-institution uses (e.g., residential) over and above the density permitted on adjacent non-institution designated sites.

As per RZ 06-349722, Concord Gardens’ approved “institution”:

- Is comprised of twenty (20) ARTS units secured with a Housing Agreement (in addition to the standard developer 5% affordable housing contribution), which ARTS units are currently under construction, at the developer’s sole cost, in the project’s first phase;
- Is supportive of the CCAP’s “Richmond Arts District” objectives; and
- As approved via DP 12-611486 (Phase 1), must be designed in compliance with form of development requirements set out under Concord Gardens’ site-specific zone (ZHR10) with respect to, among other things, a minimum clear ceiling height of 4.5 m (14.8 ft) over at least 25.0 m<sup>2</sup> (269.1 ft<sup>2</sup>) of each unit to accommodate art activities requiring high ceilings.

## Analysis

The developer has requested the subject Zoning Text Amendment on the basis of the following:

- The ZHR10 zone provides for a community amenity density bonus with respect to the provision of twenty (20) ARTS units in Phase 1, at the developer's sole cost;
- To satisfy the ZHR10 zone, the approved design of (18) of the twenty (20) ARTS units (DP 12-611486) includes movable (bridge-like) walkways over their studio spaces to provide:
  - i. Access between second-storey living and balcony spaces; and
  - ii. Within each ARTS unit, an area of at least 25.0 m<sup>2</sup> (269.1 ft<sup>2</sup>) with a minimum ceiling height of at least 4.5 m (14.8 ft) clear of fixed-in-place (i.e. unmovable) building features;
- Through the detailed design of the ARTS units, the developer has found that construction of the approved movable walkways is not economically feasible;
- To address this, the developer proposes to:
  - i. Replace the movable walkways with fixed-in-place walkways (Attachment 3), which will reduce the portion of each ARTS unit with a high ceiling by an area of 4.1 m<sup>2</sup> - 7.0 m<sup>2</sup> (44 ft<sup>2</sup> - 75 ft<sup>2</sup>), depending on the unit design, and amend the ZHR10 zone accordingly; and
  - ii. Provide at least 140.0 m<sup>2</sup> (1,506.9 ft<sup>2</sup>) of affordable, work-only art studio space in Concord Gardens' final (i.e. fifth) phase to a turnkey level of finish (constructed, owned, and operated at the developer's sole cost), comprised of four (4) storefront-type, universally-accessible, work-only, art studios along the development's Sexsmith Road frontage, together with parking, publicly-accessible outdoor space, and related features (Attachment 6, Schedule A – "Sexsmith Artist Studios Terms of Reference & Outline Specifications"), and amend the ZHR10 zone to add "community amenity space" for use as art studios (maximum 0.03 floor area ratio), together with required parking, in the development's final phase.

Staff are supportive of the developer's proposal on the basis that:

- The replacement of movable second-storey walkways with fixed-in-place walkways in Concord Gardens' ARTS units will not unreasonably impact their functionality because:
  - i. The scale and nature of art activities expected within the units (e.g., painting, photography, sculpture, digital media, fabric arts) must be such that they can comfortably co-exist with residential uses;
  - ii. The proposed change affects only eighteen (18) of the development's twenty (20) ARTS units (i.e. two units never included second-storey walkways);
  - iii. Depending on unit design, 73% - 83% of each ARTS unit's studio will be unencumbered by the fixed-in-place walkways; and
  - iv. As per the approved Phase 1 design (DP 12-611486), the high-ceiling portions of the ARTS units (which will be unencumbered by the walkways) measures 5.7 m - 6.1 m (19 ft - 20 ft), which exceeds the minimum clear height of 4.5 m (14.8 ft) required under the ZHR10 zone;



- The addition of work-only, art studio spaces to Concord Gardens' final (i.e. fifth) phase will:
  - i. Support CCAP "art district" objectives for Capstan Village by:
    - Increasing the concentration of arts uses within the area;
    - Expanding the availability of flexible, affordable work spaces for artists; and
    - Contributing towards a better connected local network of arts uses, public art, and public open spaces;
  - ii. Support CCAP "pedestrian-oriented retail precinct" objectives and contribute towards a more attractive, walkable community by:
    - Adding street-oriented art studios and related publicly-accessible open space along Concord Gardens' Sexsmith Road frontage, south of Hazelbridge Way (i.e. where it was not provided for via the original rezoning); and
    - Screening parking with non-parking uses in a manner that will enhance the visual appeal and pedestrian amenity of the Sexsmith Road streetscape without adding bulk to the building's massing;
  - iii. Support CCAP community amenity objectives by:
    - Providing well sized and configured space, appropriate for one or two artists per unit and a variety of visual arts activities (as demonstrated by operating/approved work-only, art studios located elsewhere in the region), including:
      - a. 33 – 35 m<sup>2</sup> (355 – 377 ft<sup>2</sup>) gross leasable space per unit (including work space and a 2-piece washroom);
      - b. Floor-to-ceiling windows on at least one side of each unit, a clear ceiling height of 3.9 m (12 ft 9 in), and a minimum width of 3.05 m (10 ft) to allow for effective daylighting and large artworks;
      - c. Exclusive use of parking, bike parking, and garbage/recycling facilities for studio tenants; and
      - d. Shared use of loading and visitor parking with Phase 5's residential tenants;
    - Securing the studio units and related facilities in perpetuity via legal agreements registered on title prior to Zoning Text Amendment adoption;
    - Ensuring the studio units will be affordable by basing the proposed initial rents on a review of comparable work-only opportunities across the region and limiting annual rent increases to CPI;
    - Ensuring the units serve the needs of lower income professional artists by requiring that tenants satisfy eligibility criteria, including professional qualifications and an annual household income of \$57,500 or less (i.e. as per the City's Affordable Housing Strategy with respect to tenant income levels for Subsidized Rental and Low End Market Rental housing);
    - Providing the studio facility at no cost to the City (i.e. construction, maintenance, and operation costs will be the sole responsibility of the developer/owner); and

- Providing for City design review and approval of the studio facility (via legal agreements registered on title) prior to Development Permit (DP 15-700800) issuance, Building Permit issuance, and occupancy; and
- The additional density requested by the developer:
  - i. Will be limited to approximately 140.0 m<sup>2</sup> (1,506.9 ft<sup>2</sup>) of gross leasable floor area, which may only be used for “community amenity space” for studio use, as per proposed zoning amendments and related legal agreements registered on title prior to Zoning Text Amendment adoption;
  - ii. Requires only one (1) additional parking space and eight (8) “Class 1” bike parking spaces, and the ZHR10 zone will be amended accordingly (i.e. “Class 2” bike parking and loading will be subject to standard bylaw requirements); and
  - iii. Is consistent with Richmond Zoning Bylaw “standard” zones that provide additional density for “community amenity space” (e.g., CDT1, RCL).

(Note: No density allowance for community amenity space is currently provided for in Concord Gardens’ site-specific zone, ZHR10, because the developer’s original rezoning did not propose this use.)

### **Existing Legal Encumbrances**

Existing legal agreements registered on title with respect to the ARTS units (i.e. Housing Agreement and Housing Covenant) do not include any requirements regarding interior ceiling heights or related factors. (Those requirements are entirely contained within the ZHR10 zone.) In light of this, the developer is not required to amend any existing legal agreements; however, as per the attached Zoning Text Amendment Considerations (Attachment 6), prior to adoption of the subject Zoning Text Amendment, the developer shall be required to enter into the following legal agreements to the satisfaction of the City:

- Covenant(s) on Lot 2 (containing Phases 4 and 5) to restrict development (i.e. Development Permit issuance, Building Permit issuance, and occupancy) pending the developer’s design and construction of the affordable, work-only, art studios; and
- A statutory right-of-way for public access and related landscaping, activities, and infrastructure along the Sexsmith Road frontage of the affordable, work-only, art studios.

### **Site Servicing and Frontage Improvements**

All Engineering, Transportation, and Parks off-site requirements with respect to Concord Gardens have been resolved via the rezoning and related Servicing Agreements. The proposed Zoning Text Amendment does not entail any additional works.

### **Financial Impact or Economic Impact**

The subject Zoning Text Amendment has no financial or economic impact. More specifically:

- Artist Residential Tenancy (ARTS) Units (Under Construction/Phase 1): As per RZ 06-349722, Concord Gardens’ ARTS units are secured via a Housing Agreement and their construction, maintenance, and operation costs are the sole responsibility of the developer.

- Affordable, Work-Only Art Studios (Proposed/Phase 5): Like the ARTS units, it is proposed that the affordable, work-only art studios are secured via legal agreement such that their construction, maintenance, and operation costs are the sole responsibility of the developer.

### Conclusion

Staff recommend support for the subject Zoning Text Amendment on the basis that the community benefit expected to be derived from the developer's provision of affordable, work-only, art studios in Concord Gardens' final phase (Phase 5), constructed to a turnkey level of finish at the developer's sole cost, outweighs the limited impact the developer's proposed design changes are anticipated to have on the utility of the development's approved (Phase 1) Artist Residential Tenancy Studio (ARTS) units.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9269 be introduced and given first reading.



Suzanne Carter-Huffman  
Senior Planner/Urban Design

SPC:cas

Attachment 1: Location Map

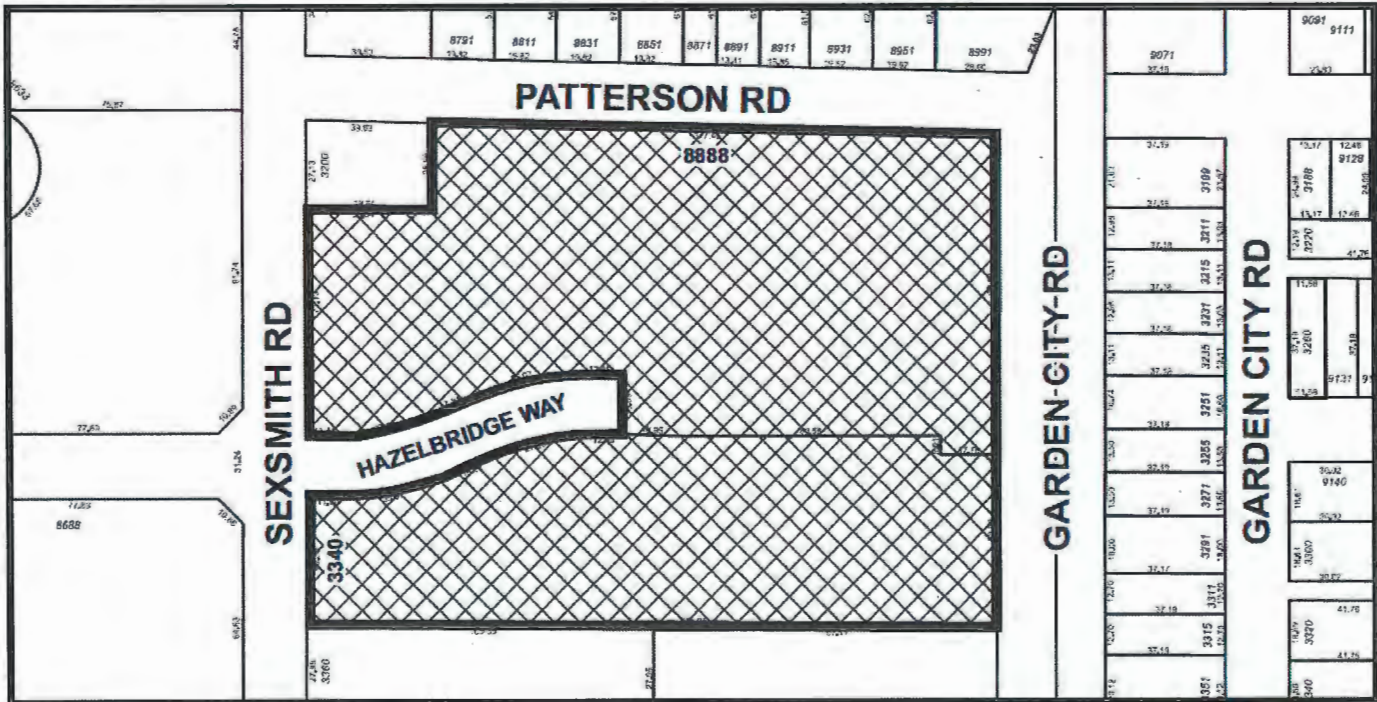
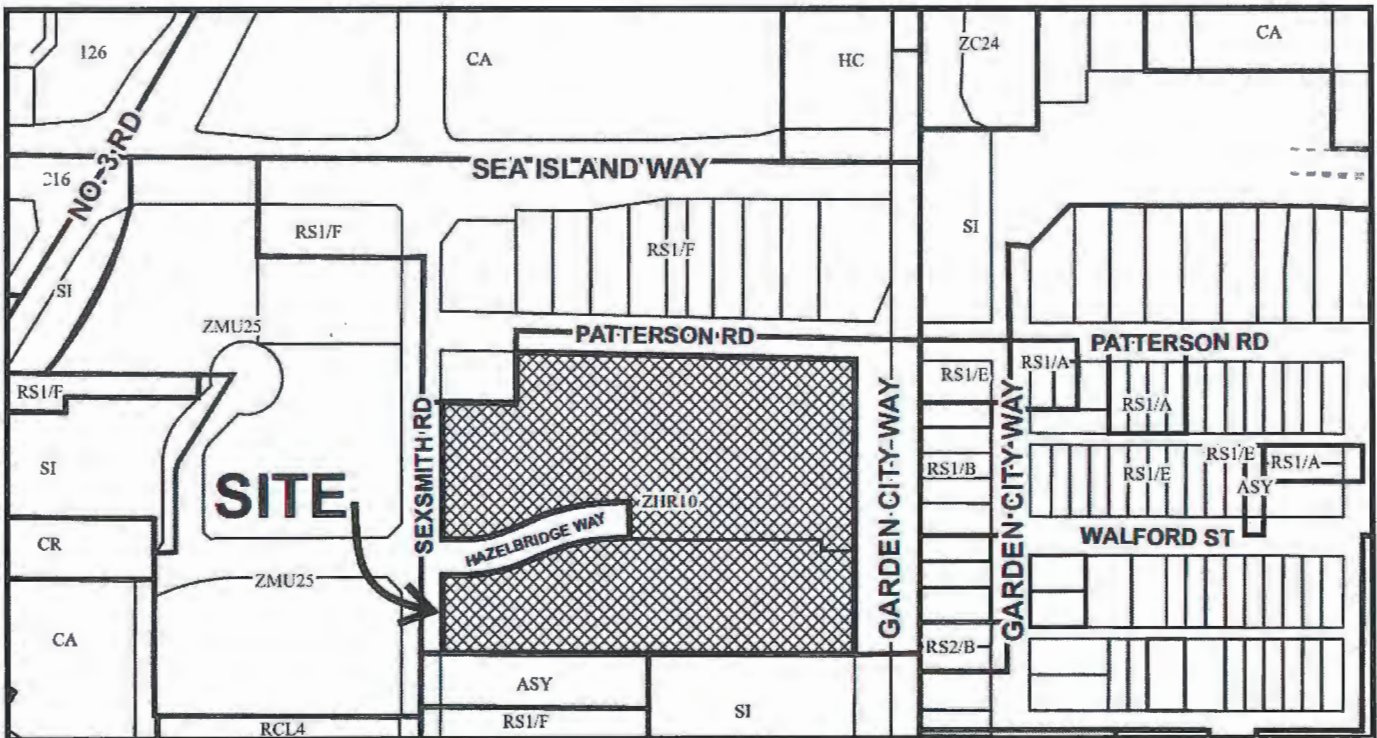
Attachment 2: Aerial Photograph Showing Phases & Locations of Proposed Zoning Changes

Attachment 3: ARTS Units – Illustrations of Proposed Design Change

Attachment 4: Community Amenity Space – Proposed Affordable Art Studio Conceptual Design

Attachment 5: Development Application Data Sheet

Attachment 6: Zoning Text Amendment Considerations



ZT 15-700276

Original Date: 07/09/15

Revision Date:

Note: Dimensions are in METRES








# City of Richmond

## Attachment 2

Aerial Photograph Showing Phases & Locations of Proposed Zoning Changes



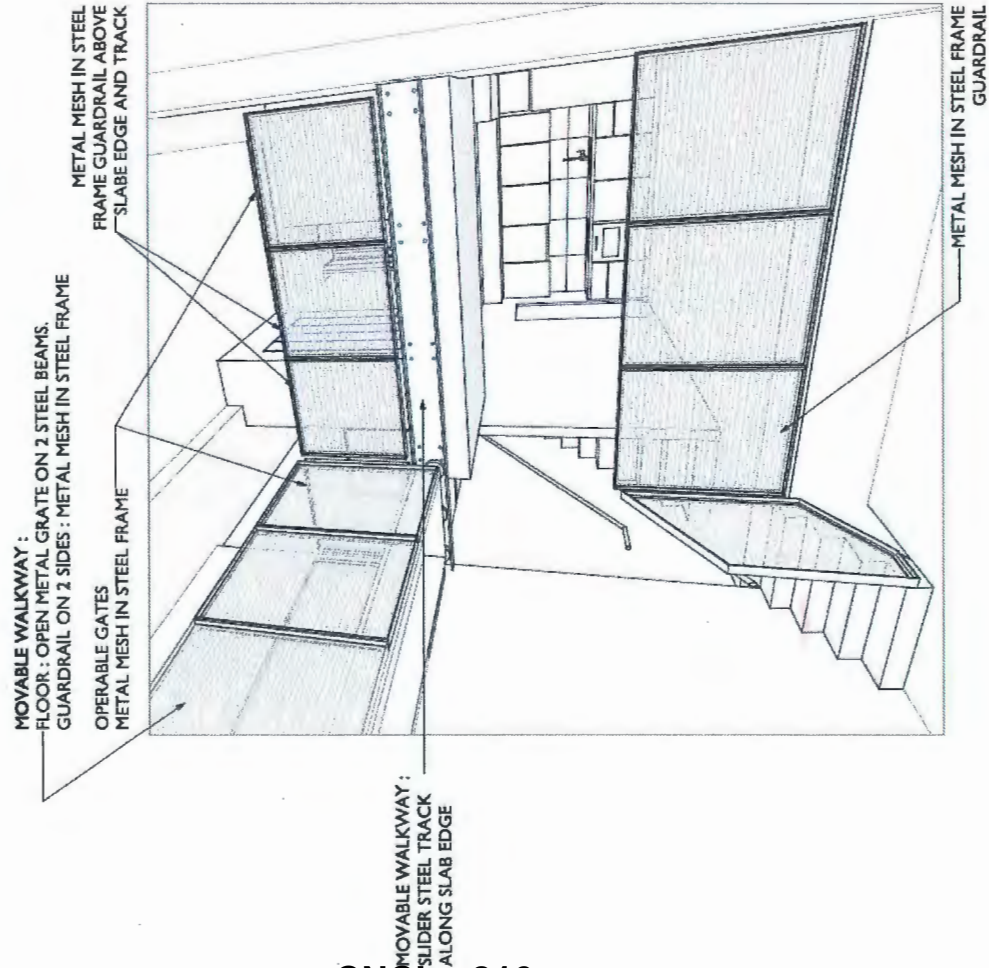
	<h1>ZT 15-700276</h1>	<p><b>LEGEND</b></p> <p> PHASE #</p> <p> PHASE BOUNDARY</p>
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**PROPOSED DESIGN : FIXED WALKWAY**



**ORIGINAL DESIGN : MOVABLE WALKWAY**



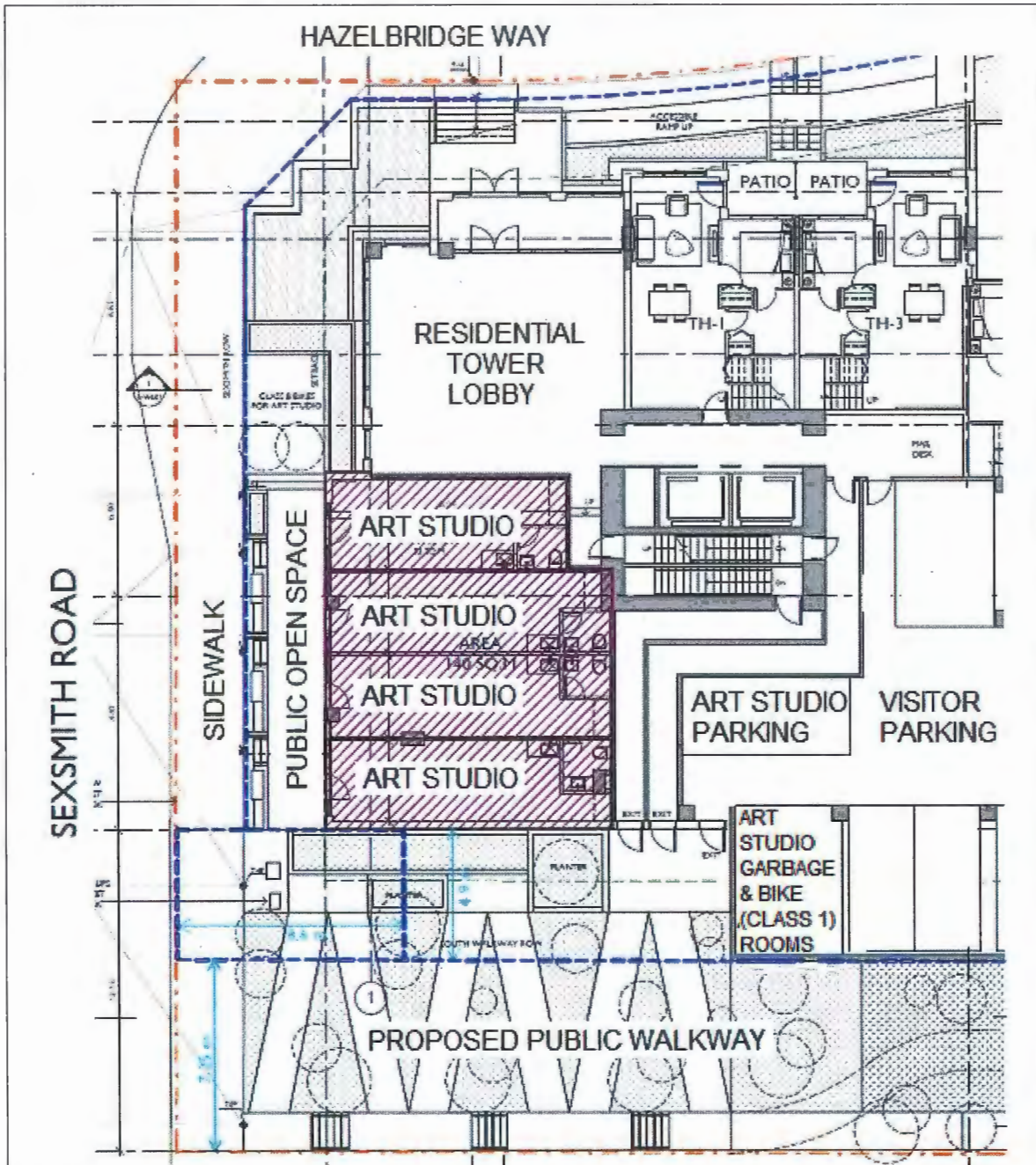




CEILING HEIGHT OF WORK/STUDIO SPACE

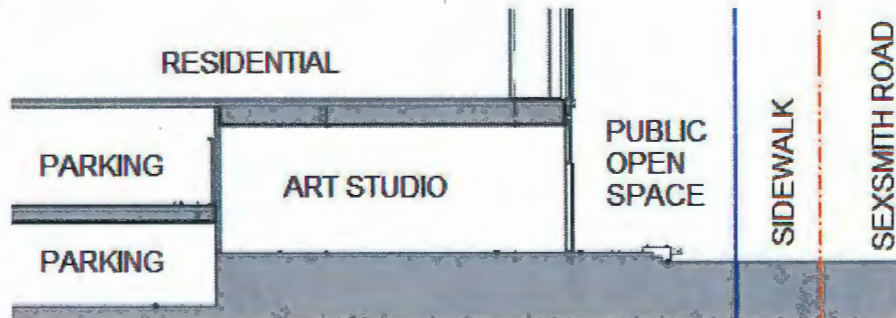
ARTS UNITS TYPE	UNIT COUNT	STUDIO AREA SF	HEIGHT 6.14m SF	HEIGHT 3.65m SF	FIXED WALKWAY SF	HEIGHT 5.24m SF	HEIGHT 3.25m SF	FIXED WALKWAY SF	TOTAL WALKWAY SF	FULL HEIGHT %
A	5	276	127	149	50				250	46
A-BND	1	279	139	150	50				50	46
A1	3	276	127	149	50				150	46
A2	2	278	203	75	75				150	73
A2 END	1	284	209	75	75				75	73
A2a	1	278	203	75	75				75	73
A3	1	296				171	125	60	60	58
A3 END	1	302				168	134	67	67	55
A4	1	269	148	121	53				53	55
B	2	270	157	113	44				88	58
C	2	308				165	143	0	0	53
									1018 SF	





PLAN

SECTION







**ZT 15-700276**

Address: 8888 Patterson Road (Lot 1/ north) & 3340 Sexsmith Road (Lot 2/south) – “Concord Gardens” (5 phases)

Applicant: GBL Architects Inc. Owner: 0754999 BC Ltd, Inc No 939550

Planning Area(s): City Centre (Capstan Village)

	Existing	Proposed
Site Area	<ul style="list-style-type: none"> <li>▪ Lot 1/north: 1.88 ha (4.65 ac)</li> <li>▪ Lot 2/south: 1.18 ha (2.92 ac)</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>
Land Uses	<ul style="list-style-type: none"> <li>▪ (Under construction) multi-family residential &amp; 20 Artist Residential Tenancy Studio (ARTS) units secured with a Housing Agreement</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change, EXCEPT:               <ul style="list-style-type: none"> <li>- Addition of 140 m<sup>2</sup> of community amenity space (i.e. 4 affordable, work-only art studios)</li> </ul> </li> </ul>
OCP	<ul style="list-style-type: none"> <li>▪ Mixed Use &amp; Park</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>
CCAP	<ul style="list-style-type: none"> <li>▪ Institution</li> <li>▪ Urban Centre T5</li> <li>▪ Park</li> <li>▪ Arts District</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>
Zoning:	<ul style="list-style-type: none"> <li>▪ High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)</li> </ul>	<ul style="list-style-type: none"> <li>▪ As per existing ZHR10 Bylaw, EXCEPT:               <ul style="list-style-type: none"> <li>- Community amenity space is added as a permitted use in Phase 5 (0.03 FAR max.) for affordable, work-only art studios, together with parking requirements.</li> <li>- The portion of each ARTS unit that must have a clear ceiling height of 4.5 m is reduced from 25.0 m<sup>2</sup> to 11.6 m<sup>2</sup>.</li> </ul> </li> </ul>
Dwellings	<ul style="list-style-type: none"> <li>▪ N/A</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change (approx. 1,245 units in 5 phases)</li> </ul>

	Existing ZHR10 Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR) (max)	<ul style="list-style-type: none"> <li>▪ 3.2 FAR, together with 0.1 FAR for amenity space</li> </ul>	<ul style="list-style-type: none"> <li>▪ As per existing, EXCEPT 0.03 FAR is permitted in Phase 5 for community amenity space (affordable, work-only art studios)</li> </ul>	<ul style="list-style-type: none"> <li>▪ None permitted</li> </ul>
Lot Coverage	<ul style="list-style-type: none"> <li>▪ Max. 90%</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>
Setbacks @ Road & Park	<ul style="list-style-type: none"> <li>▪ Min. 6 m, but may be reduced to 3 m based where a satisfactory interface is provided</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>
Setback @ Interior Property Line	<ul style="list-style-type: none"> <li>▪ Min. 3 m, but may be reduced to 0 m based where a satisfactory interface is provided with adjacent buildings</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>
Height (m)	<ul style="list-style-type: none"> <li>▪ Max. 35 m, but may be increased to 47 m geodetic where a satisfactory interface is provided with adjacent buildings</li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>
Lot Size	<ul style="list-style-type: none"> <li>▪ 5,000 m<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ No change</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>
Off-street Parking Spaces	<ul style="list-style-type: none"> <li>▪ As per Zoning Bylaw, including ZHR10 site-specific requirements for ARTS units</li> </ul>	<ul style="list-style-type: none"> <li>▪ As per existing, EXCEPT that for community amenity space (affordable, work-only art studios), 1 parking space &amp; 8 “Class 1” bike spaces are required</li> </ul>	<ul style="list-style-type: none"> <li>▪ None</li> </ul>



# City of Richmond

## Zoning Text Amendment Considerations

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

**Address:** 8888 Patterson Road and 3340 Sexsmith Road

**File No.:** ZT 15-700276

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9269, the developer is required to complete the following:**

1. Sexsmith Artist Studios (SAS): The City's acceptance of the developer's offer to voluntarily contribute the Sexsmith Art Studios (SAS), the terms of which voluntary contribution shall include the developer's design and construction, at the developer's sole cost, of "community amenity space" and related features on Lot 2 (3340 Sexsmith Road), to a turnkey level of finish, as generally provided for under the subject rezoning application's proposed amendment to "High Rise Apartment and Artist Residential Tenancy Studio Units (ZHR10) – Capstan Village (City Centre)" zone, for use as four (4) affordable, work-only, art studios and related uses/spaces (e.g., parking, outdoor activity space), all to the satisfaction of the City. More specifically, prior to adoption of the Zoning Text Amendment Bylaw, as determined to the satisfaction of the City, the developer shall enter into legal agreements and/or provide other security in accordance with **Schedule A** (Sexsmith Artist Studios Terms of Reference & Outline Specifications) requiring, among other things, that:
  - 1.1. The gross leasable floor area of SAS (i.e. net of common areas and features situated outside the studio units, such as vehicle/bike parking, loading, garbage/recycling areas, and hallways) shall comprise at least 140.0 m<sup>2</sup> (1,507 ft<sup>2</sup>) and, together with parking and related uses/spaces, be fully contained on Lot 2, west of Ketcheson Road.
  - 1.2. The Sexsmith Art Studios will be managed, maintained, and operated by the developer/owner in accordance with City-approved guidelines including, but not limited to, provisions that the tenants of the Sexsmith Art Studios shall:
    - a) Not be subject to strata, maintenance, parking, or other fees over and above the City-approved monthly unit rents, except as otherwise provided for in **Schedule A** (e.g., private utilities);
    - b) Satisfy the criteria of a "professional artist" in accordance with **Schedule A**; and
    - c) Satisfy financial eligibility requirements (e.g., total maximum household incomes) in accordance with **Schedule A**.
  - 1.3. "No development" shall be permitted on Lot 2, restricting Development Permit issuance for any building on Lot 2 (DP 15-700800), in whole or in part, until the developer designs the affordable, work-only, art studios and related features (Sexsmith Artist Studios) to the sole satisfaction of the City, as generally described in the Sexsmith Artist Studios Terms of Reference & Outline Specifications (**Schedule A**) and providing for, among other things:
    - a) Four (4) functional, fully-finished, art studios including at least 140.0 m<sup>2</sup> (1,507 ft<sup>2</sup>) of gross leasable (indoor) floor area designed as storefront-type units located at the building's ground floor, fronting onto and directly accessible from Sexsmith Road;

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Initial:

- b) A landscaped, universally-accessible terrace, secured for the use of the art studio tenants and the general public via a Statutory Right-of-Way, across the entire frontage of the art studio units;
  - c) Parking/loading, bike parking for studio tenants (Class 1), and a room for garbage, recycling (“blue box”), and organic waste carts for the exclusive use of the art studio tenants (i.e. 24-hours/day), together with necessary vehicle and pedestrian access/circulation (which circulation may be shared with the tenants of Lot 2’s residential building); and
  - d) Loading, garbage/recycling (“blue box”) /organic waste holding/pick-up facilities, visitor parking, bike parking for studio visitors (Class 2), and related features (e.g., vehicle and pedestrian access/circulation) secured for the shared use of the art studio tenants with the tenants of Lot 2’s residential building (i.e. 24-hour/day).
- 1.4. “No building” shall be permitted on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), restricting Building Permit\* issuance for any building on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) are incorporated in the Building Permit\* drawings and specifications, generally as determined via the Zoning Text Amendment (ZT 15-700276) and Development Permit (DP 15-700800) processes, to the sole satisfaction of the City.
- 1.5. “No occupancy” shall be permitted on Lot 2, west of Ketcheson Road (exclusive of parking or publicly-accessible open space), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 , west of Ketcheson Road (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) are completed to the sole satisfaction of the City and have received final Building Permit\* inspection granting occupancy.
2. Art Studio Terrace Statutory Right-of-Way (SRW): The granting of a statutory right-of-way for public access and related landscaping, activities, and infrastructure along the Sexsmith Road frontage of Lot 2 (3340 Sexsmith Road), the specific size and design of which shall be confirmed to the satisfaction of the City via the Development Permit review and approval processes for Lot 2 (3340 Sexsmith Road). More specifically:
- 1.1. The right-of-way shall be:
- a) Secured in coordination with the owner’s required provision of:
    - Four (4) street-oriented, affordable, work-only, art studios (Sexsmith Artist Studios) to help enhance public use and enjoyment of the streetscape in ways that contribute towards the establishment of a vibrant “arts district” on and around the subject site, as per the City Centre Area Plan (CCAP);
    - Public pedestrian and bike access between Sexsmith Road and the existing South Walkway SRW (CA2963422 to CA2963425); and
    - Existing City utility right-of-way (which SRW is intended to be modified or replaced prior to Development Permit issuance, as determined to the satisfaction of the City); and
  - b) Comprised of a strip of land, approximately 3.0 m wide, running parallel to Sexsmith Road, measured from the east boundary of the existing Sexsmith Bikeway SRW (CA2963418 to CA2963421), across the full frontage of the affordable, work-only, art studios (Sexsmith Artist Studios), together with additional right-of-way area to the north and/or south to facilitate access and/or utilities as determined via the approved Development Permit (DP 15-700800), to the satisfaction of the City.

1.2. The right-of-way shall provide for:

- a) 24 hour-a-day, public access for pedestrians (to universally accessible standards) in the form of stairs, ramps, walkways and related landscape features, which may include, but may not be limited to, lighting, furnishings, trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
- b) City utilities, traffic control (e.g., signals), and/or related equipment;
- c) Public art;
- d) Public access to fronting affordable, work-only, art studios (Sexsmith Artist Studios) and, as applicable, other on-site uses;
- e) Emergency and service access, City bylaw enforcement, and any related or similar City-authorized activities (i.e. as if the SRW area was dedicated street, highway, lane, or park in the City of Richmond);
- f) The owner-developer's ability to close a portion of the right-of-way area to public access to facilitate maintenance or repairs to the right-of-way area or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
- g) Design and construction, via a Development Permit (DP 15-700800), at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
- h) Maintenance at the sole cost of the owner-developer.

1.3. In addition, the right-of-way shall provide for the following, provided that public access is not impeded and the features enhance the intended public amenity and operation of the right-of-way as specified in the Development Permit (DP 15-700800) approved by the City:

- a) Building encroachments, provided that any such encroachments are:
  - Located a minimum of 2.5 m clear above the right-of-way area; and
  - They are limited to features the Richmond Zoning Bylaw permit within required front yards (e.g., weather protection, balconies, bay windows, architectural appurtenances);
- b) Movable furnishings and planting;
- c) Temporary display and performance of artworks (excluding amplified music) for exhibition purposes;
- d) Temporary display of artworks for retail sale; and
- e) Complementary temporary uses, signage, and activities, including, but not limited to the hosting of art exhibitions and opening events that the general public is welcome to attend at no cost.

1.4. The right-of-way shall NOT provide for:

- a) Driveway crossings; or
- b) Building encroachment at or below finished grade.

1. NOTE: This right-of-way is NOT eligible public open space with respect to CCAP and Zoning Bylaw public open space requirements for the Capstan Station Bonus.

3. Development Permit for Lot 2 (3340 Sexsmith Road): The submission and processing of a Development Permit for the entirety of Lot 2 (DP 15-700800), completed to a level deemed to be acceptable by the Director of Development.

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Initial:



**For Lot 2 (3340 Sexsmith Road), prior to the Development Permit (DP 15-700800) being forwarded to the Development Permit Panel for consideration, the developer is required to:**

1. Satisfy the terms of all legal agreements registered on title prior to Zoning Text Amendment Bylaw adoption (ZT 15-700276) with respect to the Lot 2 Development Permit (DP 15-700800), which shall include, but may not be limited to, design approval for the affordable, work-only, art studios and related features (Sexsmith Artist Studios) by the City's Director of Arts, Culture, and Heritage Services and Director of Development, together with any required modifications or additions to the legal agreements registered on title prior to Zoning Text Amendment Bylaw adoption, to the sole satisfaction of the City.
  
1. **For Lot 2 (3340 Sexsmith Road), prior to Building Permit\* issuance for the portion of Lot 2 situated west of Ketcheson Road (exclusive of parking or publicly-accessible open space), the developer is required to complete various requirements, which include, but may not be limited to, the following:**
  1. Incorporation of the required affordable, work-only, art studios and related features (Sexsmith Artist Studios) in the Building Permit\* drawings and specifications for the portion of Lot 2 situated west of Ketcheson Road (exclusive of parking or publicly-accessible open space), as determined via the Zoning Text Amendment (ZT 15-700276) and Development Permit (DP 15-700800) processes, to the sole satisfaction of the City.
  
2. **For Lot 1 (8888 Patterson Road / Phase 1), prior to final Building Permit inspection granting occupancy with respect to BP 13-643300, the developer is required to complete various requirements, which include, but may not be limited to, the following:**
  1. Final Building Permit inspection granting occupancy for the Artist Residential Tenancy Studio (ARTS) units and related features on Lot 1 (8888 Patterson Road / Phase 1), as approved by Council via RZ 06-349722, DP 12-611486, and BP 13-643300, together with changes to the permitted design of those units, as approved by Council via the Zoning Text Amendment (ZT 15-700276) processes (i.e. movable catwalks shall be fixed in place), to the sole satisfaction of the City.
  
- 3.

**NOTE:**

- Items marked with an asterisk (\*) require separate applications (i.e. in addition to the subject application).
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**CNCL - 223**

Initial:

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation

**SIGNED COPY ON FILE**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Concord Gardens

**Sexsmith Artist Studios**

DRAFT Terms of Reference & Outline Specifications

Prepared September 10, 2015)

**A. Intent**

The developer shall provide, in perpetuity, an affordable, work-only, rental art studio facility for eligible professional visual artists (as defined herein), constructed to a turnkey level of finish at the sole cost of the developer, to the satisfaction of the City, including:

- a) at least 140.0 m<sup>2</sup> (1,507 ft<sup>2</sup>) of gross leasable indoor space accommodating four (4) street-oriented, universally-accessible, storefront-type art studio units, each of which shall include a work space, 2-piece washroom, slop sink and counter, picture-hanging system, and floor-to-ceiling windows on one or more sides;
- b) outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities (i.e. Art Studio Terrace Statutory Right-of-Way); and
- c) vehicle storage, loading, and waste management facilities (i.e. as per Zoning Bylaw requirements and related City policies) for the shared use of the studio unit tenants, together with required pedestrian and vehicular access/circulation, including:
  - one (1) parking / loading space equipped with an Electric Vehicle (EV) Charging Station (i.e. 120V duplex outlet);
  - one (1) "Class 1" bicycle room (for eight (8) bicycles) equipped with an EV Charging Station (e.g., 120V duplex outlet);
  - one (1) room for garbage, recycling ("blue box"), and organic waste carts; and
  - shared use of the residential building's:
    - i. "Visitor Parking";
    - ii. "Class 2" (outdoor) bicycle storage spaces;
    - iii. Medium-sized truck loading area; and
    - iv. Garbage/recycling ("blue box") /organic waste holding/pick-up facilities.

**NOTE:** The developer's provision of the vehicle storage, loading, and waste management facilities specified above shall be understood to satisfy all related Zoning Bylaw requirements and City policies with respect to the Sexsmith Art Studios.

**B. Studio Uses:**

- a) Permitted uses, on a 24/7 basis by or on behalf of the tenant, shall include:
  - production of visual arts only (except as specifically indicated below);
  - indoor display and wholesale / retail sale of visual arts produced on the premises;
  - temporary outdoor display of visual arts produced on the premises within the outdoor space designated exclusively for the shared use of the occupants of the studio units; and
  - related uses and activities (e.g., art openings and events, shipping/receiving, indoor storage).
- b) Prohibited uses, on a 24/7 basis, shall include:
  - residential activities;
  - production of arts other than visual arts, except where undertaken in support of on-site visual arts production (e.g., audio related to video production);
  - welding, glassblowing, use of pottery kilns, and activities involving noxious / toxic fumes / vapors;
  - loud noises that may be disturbing to nearby residents; and
  - outdoor storage of materials, equipment, or artworks.

**C. Studio Tenant Eligibility:**

All eligible tenants must satisfy the following criteria:

- a) intend to utilize the Sexsmith Art Studios in compliance with the Studio Uses and related requirements;
- b) meet financial eligibility requirement as per household income guidelines set out under the City's Affordable Housing Strategy for tenants of Subsidized Rental housing or Low End Market Rental housing, which incomes shall be adjusted periodically as per Council-approved policy; and

- c) comply with the definition of a "Professional Visual Artist", meaning an artist who, in the determination of the Director of Arts, Culture and Heritage, at his or her sole discretion:
- has specialized training in, and makes his/her primary living from, the visual arts (not necessarily in academic institutions);
  - is recognized as such by his or her peers (artists working in the same artistic tradition);
  - is committed to devoting more time to artistic activity, if financially feasible;
  - has a history of public presentation, with at least three (3) public presentations of work in a professional context over a three-year period;
  - has produced an independent body of work;
  - has maintained an independent professional practice for at least three (3) years; and
  - has a practice that falls within Category "A" Professional Artist or such other definition of Professional Visual Artist as promulgated from time to time by the Canada Council for the Arts and approved by the Director of Arts, Culture and Heritage.

**D. Studio Rental Terms:**

The studio units shall be rented:

- a) solely for visual arts and related purposes, as generally described under "Studio Uses";
- b) on the basis of Council-approved rental rates and terms with the aim of:
- ensuring the studio units provide "affordable" studio space for eligible tenants, pre-qualified by the owner and approved by the Director, Arts, Culture and Heritage Services (with respect to ensuring that the mix of art practices is supportive of City objectives for a diverse, vibrant, and viable City Centre "arts district"); and
  - support City objectives for fostering a viable, dynamic arts community and the establishment of Capstan Village as an engaging "arts district"; and
- c) on a semi-inclusive basis whereby the rents charged to tenants:
- secures the full use of the following (i.e. no additional charges shall apply):
    - i. studio units, outdoor space, and vehicle parking / loading and Class 1 bike storage (for 8 bikes) intended for the exclusive use of the studio tenants
    - ii. visitor parking, Class 2 bike storage, and loading, garbage, recycling, and related access / circulation intended for the shared use of the studio facility tenants and the residential building tenants;
  - includes all building administration, maintenance, and repair (i.e. no additional charges shall apply), except for the day-to-day cleaning of the four (4) studio units (which shall be the sole responsibility of the studio unit tenants); and
  - with respect to utilities:
    - i. includes all City utility charges (e.g., water);
    - ii. includes all heating / cooling / air handling (NOTE: The building is required to be "hook-up ready" for a City District Energy Utility (DEU) system and satisfy OCP Aircraft Noise Sensitive Development (ANSD) standards for "Area 3");
    - iii. includes all services provided with respect to common indoor and outdoor spaces including, but not limited to, lighting and electricity provided with respect to the publicly-accessible outdoor space designated for the shared use of the studio occupants (e.g., for art display, gatherings, and related activities); and
    - iv. excludes private utility charges for services used exclusively by the studio tenants (e.g., internet; electricity service to the studio units and EV charging stations designated for the exclusive use of the studio occupants, and serving the designated outdoor space).

The terms of the Rental Agreements shall indicate that they apply in perpetuity and provide for the following:

- a) Council-approved rental rate of \$0.75 per square foot, which rate shall be adjusted annually by any increase in the CPI Inflation Index or as otherwise determined to the satisfaction of the City beginning one year after the first date of occupancy of the studio units;
- b) Annual lease with open-ended term.
- c) Maximum of two tenants per studio unit, both of whom must meet the Studio Tenant Eligibility criteria.

**E. City Responsibility:**

The City will be responsible for:

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- a) defining and updating the studio tenant eligibility criteria (e.g., financial requirements) on a periodic (e.g., annual) basis;
- b) setting Council-approved rental rates for the studio units and reviewing and updating the rates on a periodic (e.g., annual) basis; and
- c) selecting tenants from a list of applicants that are pre-qualified by the Developer based on City-approved eligibility criteria (e.g., financial eligibility and meeting definition of artist). Selection will be done via a selection panel or as otherwise determined to the sole satisfaction of the City, and will be based on artistic merit, complementary mix of art forms, lively streetscape and related considerations.

**F. Developer Responsibility:**

The developer will be responsible, at the developer's sole cost, for the following:

- a) designing and constructing the studio facility and related uses / spaces to a turnkey level of finish;
- b) pre-qualifying potential tenants for review and selection by the City, which shall be based on an open application process and City-approved eligibility criteria including, but not limited to, Studio Tenant Eligibility criteria (e.g., financial eligibility and meeting definition of artist);
- c) renting the four (4) studio units to eligible, City-approved tenants; and
- d) maintaining and repairing the studio facility and all related uses and spaces, to the satisfaction of the City, including maintaining and repairing the four (4) studio units (except day-to-day cleaning), outdoor space, vehicle storage, and, as applicable, the uses and spaces the studio facility tenants share with the residential building tenants (e.g., shared visitor parking, Class 2 bike storage, loading, garbage, recycling, and related access / circulation).

**G. Studio Facility Tenure:**

- a) Ownership: Developer (Concord Pacific); however, the Sexsmith Art Studios may be sold to an alternate owner, provided that the four (4) units are sold as a group and all rights (e.g., parking, waste facilities, access, rental terms) are transferred with the units to the satisfaction of the City.
- b) Legal: Prior to adoption of the pending Zoning Text Amendment, legal agreements must be registered on title to secure the SAS facility contribution (i.e. detailing the form, use, and location of the studio units and easement(s) and/or alternate agreements as required with respect to parking, shared use of loading and access, rents, tenant eligibility criteria, maintenance, and other considerations), together with "no development", "no build", and "no occupancy" covenants, an option to purchase (at a nominal charge), and other measures, all as determined to the satisfaction of the City.
- c) Parcel: Air space parcel

**H. Outline Specifications:**

The artist studio facility, including four (4) studio units, parking, outdoor space, and related uses / spaces, shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the City. The studio facility must be designed and constructed to be attractive, universally-accessible, adaptable to a variety of visual arts activities, and durable. Facility features shall include, but may not be limited to, the following:

- a) General Requirements
  - The studio units shall:
    - i. make a significant contribution towards City Centre Area Plan (CCAP) objectives for the establishment of Capstan Village as a designated Arts District by:
      - diversifying the range of arts activities and opportunities within the Village; and
      - providing a meaningful contribution towards a varied, dynamic, and artful public realm and streetscape;
    - ii. be situated at the residential building's first storey, along the east side of Sexsmith Road;
    - iii. be storefront-type units with:
      - direct pedestrian access to/ from the public sidewalk;
      - individual entry doors;
      - pedestrian weather protection; and
      - integrated address/tenant signage;

- iv. have large, floor-to-ceiling windows fronting onto the street and publicly-accessible outdoor area(s), which windows shall be designed and constructed to:
    - facilitate window displays of artworks (produced on the premises);
    - allow for public viewing of work underway within the studio units;
    - be operable to facilitate ventilation, access, and opening up the units to the public outdoor space in fair weather for display and work purposes (e.g., in the form of a pair of glazed swing, sliding, or folding doors or the equivalent, to the City's satisfaction); and
    - provide for adequate light control in the form of sun shades, canopies, or alternative measures (because it must be practical for tenants to leave the units' storefront-type display windows uncovered during typical daytime business hours);
  - v. be designed and constructed to ensure that permitted arts-related activities carried out within the units will not impact nearby residents (on-site or off) by way of noise, vibration, smoke, dust, odors, heat, glare, or electrical or radio disturbances (e.g., appropriate siting and orientation, noise mitigation measures);
  - vi. include outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities, which space shall be:
    - limited to a universally-accessible, paved, patio-like space with integrated seating (e.g., seating walls and space for movable furniture (by tenants) and art displays;
    - situated along the frontage of the studio facility, contiguous with the studio unit entrances and large storefront-type windows, with direct access to / from the Sexsmith Road public sidewalk;
    - illuminated to accommodate evening/night-time activities;
    - equipped with power, water, and other features to accommodate temporary use of the space for art production, art display, gatherings and events (e.g., art openings), and related activities; and
    - convenient to and within view of "Class 2" bike storage (i.e. racks for unrestricted public use);
  - vii. incorporate artfully-designed, illuminated (i.e. indirect or back-lit only), address/business signage on the exterior of the studio facility, including:
    - permanent signage identifying the Sexsmith Arts Studios, together with information regarding the Studios' program and sponsorship (e.g., pylon / free-standing sign);
    - changeable tenant signage (one per unit) in the form of façade or canopy signs; and
    - directional signage indicating access to on-site Visitor Parking.
- The studio facility shall satisfy minimum requirements to satisfy:
    - i. BC Building Code 2012;
    - ii. City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008;
    - iii. City of Richmond Building Regulation Bylaw 7230 – 2002;
    - iv. City of Richmond Flood Plain Protection Bylaw 8204 – 2008 with respect to commercial uses (i.e. 0.3 m above the crown of the fronting road);
    - v. City of Richmond's High Performance Building standards; and
    - vi. universal accessibility requirements for tenants and visitors in wheelchairs.
  - The studio units shall be designed and constructed to ensure an attractive appearance and cost effectiveness over the long-term by generally satisfying the following criteria:
    - i. for materials: provide for high impact resistance, traffic resistance, and stain resistance, and exceptional longevity;
    - ii. for maintenance: require only simple cleaning processes (e.g., soap and water) and ensure that surface finish is easily made good (e.g., Hi-Traffic Acrylic Floor Finish mopped on) and heavy use has minimal impact;
    - iii. for repair: require only basic interventions to repair cracking, gouging, or more severe or accidental wear (e.g., one person with mortar patching / grinding equipment) and ensure that such repairs are readily made invisible or contribute to the "character" of the material / finish (i.e. wholesale replacement or refinishing is not required to maintain an attractive appearance); and
    - iv. for replacement: provide for easy, expeditious stripping, prepping, and re-installation (e.g., low-tech, minimum structural or substrate intervention) to, as applicable, minimize tenant disruption, facilitate timely re-release of unit, and minimize lost income.
- b) Studio Unit Dimensions
- The four (4) studio units shall have a combined total (indoor) gross leasable area of at least 140.0 m<sup>2</sup> (1,507 ft<sup>2</sup>);
  - Each studio unit shall have an (indoor) gross leasable area of at least 28 m<sup>2</sup> (301 ft<sup>2</sup>).
  - Each studio unit shall contain a work space:
    - i. at least 23 m<sup>2</sup> (248 ft<sup>2</sup>) in size unobstructed by columns;
    - ii. configured as one contiguous, regularly-shaped (i.e. rectangular) space with a minimum dimension of at least 3.05 m (10 ft); and

- iii. with a minimum clear height of at least 3.66 m (12 ft) unobstructed by beams, ducts, lighting, sprinkler systems, or other features.
- c) Studio Unit Access & Accessibility
- The studio facility shall:
    - i. be fully accessible for tenants and visitors in wheelchairs;
    - ii. be designed to provide for the convenient movement of large, heavy objects by the tenants on a frequent basis, both within the studio units and between the units and the street / sidewalk and parking / loading areas;
    - iii. provide for convenient tenant access to garbage / recycling facilities and the studio facility's Class 1 bike storage room; and
    - iv. provide for convenient, direct, public access to / from the studio units' front doors and the public Sexsmith Road sidewalk and on-site Visitor Parking.
- d) Studio Unit Interiors
- All systems and finishes shall be highly durable and be able to withstand the daily rigors of a working studio for the production of arts, crafts, and related activities
  - Floors:
    - i. Sealed polished concrete
    - ii. Resilient type flooring, non-slip
  - Walls & Ceilings:
    - i. Finished painted drywall (smooth, museum white finish, low VOC paints and coatings)
    - ii. All demising walls shall have a minimum STC (Sound Transmission Class) Rating of 50 or higher
  - Doors & Windows:
    - i. Windows and doors shall meet CAN/CSA – A440 (2005) Standards. All doors, metal or wood, shall be solid core.
    - ii. Door hardware shall be commercial grade and shall meet current accessibility and universal design requirements.
    - iii. All main access doors shall be pre-wired for automatic push button operated doors to facilitate future accessibility if required.
    - iv. Overhead door (or equivalent, as determined by the City) at storefront with vision glass panels, min. 2.5 m wide and 3 m high to facilitate the movement of large objects.
    - v. Windows consistent with LEED Credits 8.1 and 8.2.
    - vi. Operable windows to meet ventilation requirements.
  - Millwork:
    - i. Each unit shall be provided with a:
      - countertop and utility sink, the combined length of which shall be at least 2.44 m (8 ft);
      - 2-piece washroom (i.e. toilet and hand sink); and
      - picture hanging system.
    - ii. Millwork shall comply with residential casework standards.
    - iii. All millwork shall be of plywood carcass construction built to AWMAC standards.
    - iv. Countertop shall be stain resistant, highly durable, and resilient.
    - v. Door frames shall be of durable materials, resilient to impact of large, heavy materials and equipment.
  - Plumbing:
    - i. Industrial grade stainless steel slop sink with hot and cold water and integral stainless steel counter top. Each sink equipped with floor-mounted sediment trap.
    - ii. Low flush toilet and a hand sink faucet aerator to reduce water consumption.
  - Electrical / Wiring:
    - i. Four-plug 120 volt outlets at intervals of not more than 1.52 m (5 ft).
    - ii. Units wired for communication/high speed data/cable.
  - Lighting:
    - i. High quality lighting, with daylight correlated colour temperature.
    - ii. Interior fixtures to be dimmable.
- e) Signage & Exterior:
- Provide all required interior wayfinding, fire, life safety, and accessibility-related signage.
  - Each unit shall contain a visible building fire safety plan located at its primary exit(s).
- f) Mechanical Systems:
- Plumbing

- i. Provide, at minimum, one utility sink in each unit, complete with sediment interceptors (all sinks to be 16 gauge or lower). All faucets shall be single lever accessible type.
  - ii. Provide for all shut offs for water valves and clean outs that are readily accessible from inside the unit.
  - iii. Provide for floor drains in bathroom.
  - Heating, Cooling & Air Handling:
    - i. Mechanical and natural ventilation including, but not limited to, compliance with:
      - OCP Aircraft Noise Sensitive Development (ANSO) policies for "Area 3"; and
      - City of Richmond District Energy Utility (DEU) hook-up ready requirements.
    - ii. Air change for each unit with mechanically delivered air exhaust to be ultra quiet rated.
    - iii. Tempered make up air to each unit.
    - iv. Operable vents to facilitate natural ventilation at the discretion of the occupant.
  - Fire Protection:
    - i. Conform to all standards of NFPA 13 – 1996 standard for the installation of sprinkler systems.
    - ii. Meeting any additional requirements of City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008.
    - iii. Provide, at occupancy, a single fire extinguisher mounted in each unit.
- g) Electrical Systems:
- All electrical wiring shall make provision for "flexible" indoor lighting options at the discretion of the occupant.
  - Provide battery operated emergency lighting.
  - Units shall be connected to the building fire alarm system and zoned appropriately.
- h) Telecommunications:
- Provide complete telecommunications cables to support telephone, TV, internet, entry phone.
- i) Loading / Waste /Vehicle Areas:
- Provide convenient (i.e. direct indoor or weather-protected outdoor) access to / from the studio units and the loading, garbage, recycling, Visitor Parking, and Class 1 bike storage areas.
  - Vehicle storage and loading for the exclusive (shared) use of the studio unit tenants shall be provided in compliance with Zoning Bylaw requirements, including:
    - i. one (1) van-size short-term parking / loading space;
    - ii. eight (8) "Class 1" bicycle storage spaces within a secured bike room; and
    - iii. two (2) electric vehicle (EV) charging stations (i.e. 120V duplex outlet), including:
      - One (1) serving the parking /loading space; and
      - One (1) serving the bike room.

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**SIGNED COPY ON FILE**





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9269 (ZT 15-700276)  
8888 Patterson Road and 3340 Sexsmith 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:

1.1. Repealing Section 19.10.4.1 and replacing it with the following:

“1. The maximum **floor area ratio (FAR)** shall be 0.55, together with an additional 0.10 **floor area ratio** provided that it is entirely used to accommodate **amenity space** and an additional 0.03 **floor area ratio** within the area identified as “D” in Section 19.10.4 Diagram 1 provided that it is entirely used to accommodate **community amenity space** for **studio** and related **uses.**”

1.2. Repealing “and” at the end of Section 19.10.4.2(d)(ii).

1.3. Repealing Section 19.10.4.2(e) and replacing it with the following:

“e) prior to first occupancy of the **building** in the area identified as “A” in Section 19.10.4 Diagram 1, the **owner**:

i) provides in the **building** not less than 20 ARTS units and the combined **habitable space** of the total number of ARTS units would comprise at least 1,628.0 m<sup>2</sup>; and

ii) enters into a **housing agreement** with respect to the ARTS units and registers the **housing agreement** against the title to the **lot** and files a notice in the Land Title Office; and

“f) prior to first occupancy of the **building** in the area identified as “D” in Section 19.10.4 Diagram 1, the **owner**:

i) provides in the **building** not less than 140.0 m<sup>2</sup> of **gross leasable floor area** of **community amenity space** for **studio** and related **uses**; and

ii) enters into legal agreements with respect to the **community amenity space** and registers the legal agreements against the title to the **lot** and files a notice in the Land Title Office.”

1.4. Repealing Section 19.10.10 and replacing it with the following:

“1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0 of this bylaw, except that:

a) for artist residential tenancy studio (ARTS) units, the minimum number of required **parking spaces** shall be:

i) for residents: 0.9 per **dwelling unit**; and

ii) for visitors: 0.2 per **dwelling unit**; and

b) for **community amenity space** in the form of **studio** and related **uses**:

i) the minimum number of required **parking spaces** shall be 1.0;

ii) the minimum number of required Class 1 bicycle **parking spaces** shall be 8.0; and

iii) Class 2 bicycle **parking spaces** and on-site **loading spaces** may be shared respectively with Class 2 bicycle **parking spaces** and on-site **loading spaces** required for the residential **uses** in the **building**.”

1.5. Repealing Section 19.10.11.1(c) and replacing it with the following:

“c) have a minimum **habitable space** of 74.0 m<sup>2</sup>, of which at least 11.6 m<sup>2</sup>, provided as one contiguous space, shall have a minimum clear height of 4.5 m measured from the surface of the finished floor to the surface of the finished ceiling.”

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9269**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

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\_\_\_\_\_  
MAYOR

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



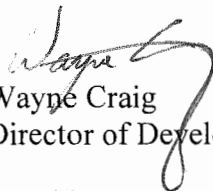
**To:** Planning Committee  
**From:** Wayne Craig  
Director of Development

**Date:** September 14, 2015  
**File:** ZT 15-705936

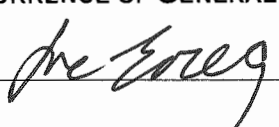
**Re:** **Application by Fuggles & Warlock Craftworks Ltd. for a Zoning Text Amendment to Permit a Microbrewery within the Industrial Business (IB1) Zone at 11220 Horseshoe Way**

**Staff Recommendation:**

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9295, for a Zoning Text Amendment to create a new “Microbrewery, Winery and Distillery” use and amend the “Industrial Business (IB1)” zone to allow a “Microbrewery, Winery and Distillery” at 11220 Horseshoe Way, be introduced and given first reading; and
2. That Staff be directed to prepare a report and zoning bylaw amendment for future consideration by City Council to include the “Microbrewery, Winery and Distillery” use in specific commercial zoning districts.

  
Wayne Craig  
Director of Development

MM:blg  
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Business Licences Transportation	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	

## Staff Report

### Origin

Fuggles & Warlock Craftworks Ltd. has applied to the City of Richmond for a Zoning Text Amendment to the “Industrial Business (IB1)” zone to allow a microbrewery at 11220 Horseshoe Way (Attachment 1).

The 1,034 m<sup>2</sup> (11,130 ft<sup>2</sup>) microbrewery is proposed to be operated within one-half of a light industrial building. The proposed microbrewery will include a 879 m<sup>2</sup> (9,346 ft<sup>2</sup>) brewery, a 30 m<sup>2</sup> (323 ft<sup>2</sup>) retail store and potentially a 80 m<sup>2</sup> (861 ft<sup>2</sup>) interior lounge along with a 45 m<sup>2</sup> (484 ft<sup>2</sup>) outdoor patio lounge area.

The applicant has applied for a Building Permit for the brewery portion of the business as permitted under the current “Industrial Business (IB1)” zone and received a “manufacturer” licence from the *Liquor Control and Licensing Branch* (LCLB). The applicant has also applied to the LCLB for manufacturer “on-site store” and “lounge” license endorsements. Thus, the applicant is applying to amend the “Industrial Business (IB1)” zone to allow for the ancillary “on-site store” and “lounge” LCLB endorsements.

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 2).

### Surrounding Development

Surrounding development includes:

- To the North: Light industrial/office building zoned “Industrial Business (IB1)”.
- To the South: Light industrial/office building zoned “Industrial Business (IB1)”.
- To the East: Light industrial/office building zoned “Industrial Business (IB1)”.
- To the West: Across Horseshoe Way, Light industrial/ office building zoned “Industrial Business (IB1)”.

### Background

In March 2013, the Provincial Government amended the *Liquor Control and Licensing Act* regulations for manufacturer licenses.



The amendments aligned the regulations for brewers and distillers with wineries who have had these endorsements for several years. Manufacturer licence endorsements now include:

- on-site store
- lounge
- special event area
- tour area
- picnic area

The subject application is the first proposed brewery in Richmond to apply for the new “lounge” and “on-site store” endorsements to a manufacturer licence. Within the “on-site store”, the LCLB permits only sale of the manufacturer’s own alcohol produced on-site and related non-liquor products (e.g. mugs, promotional T-shirts, etc.). Unlike stand-alone liquor serving lounges currently permitted under the “liquor primary, establishment” use within City Zoning Bylaw 8500, the LCLB requires that a lounge associated with a manufacturing license must be ancillary to a liquor manufacturing operation and serve liquor manufactured within that operation with only twenty (20) percent liquor sales coming from other manufacturers per quarter.

### **Related Policies & Studies**

#### **Official Community Plan/Shellmont Area Plan**

The Official Community Plan (OCP) designates the subject site as “Mixed Employment”. The currently allowed brewery use and proposed ancillary lounge and store uses are consistent with the “Mixed Employment” designation.

The Shellmont Area Plan does not include specific land uses designations affected by the proposed application.

#### **Zoning Bylaw**

##### Proposed Zoning Text Amendment

Currently, alcohol manufactures are permitted under the “industrial, general” use within the “Industrial Business (IB1)” zone.

Given that the changes to the LCLB regulations involve ancillary uses that have previously not been associated with alcohol manufacturing, the proposed zoning amendment creates a new defined use, “Microbrewery, Winery and Distillery”, as follows:

*“Microbrewery, Winery and Distillery means a premises, licensed under the Liquor Control and Licensing Act, on which there is manufacturing of beer, ale, cider, wine or spirits for sale to business customers and shall include ancillary retail sale of these liquor products and related non-liquor products to the public within the manufacturer’s store and lounge provided that their combined floor area and any outdoor lounge patio area do not exceed the manufacturing floor area.”*

The proposed “Microbrewery, Winery and Distillery” use includes the two (2) main LCLB endorsements for “on-site store” and “lounge” that differentiate microbreweries from standalone liquor manufacturing operations.

The proposed “Microbrewery, Winery and Distillery” use will also require that any proposed brewery occupy more than half of the total floor area of the premises. This zoning provision is consistent with the intent of a brewery as the primary use permitted under a LCLB manufacturer license.

The subject zoning amendment, if adopted, would allow the proposed “on-site store” to be permitted along with the currently permitted brewery while further public and Council comment would be required prior to LCLB granting a “lounge” endorsement, as discussed below.

#### LCLB and City Business Licence Process

The applicant has already submitted the LCLB manufacturer “lounge” and “on-site store” endorsement applications. The LCLB requires a written declaration from the applicant that the “on-site store” is permitted under local zoning and can ask for local government confirmation that the store allowed its zoning. The “lounge” endorsement application will be referred by LCLB to the City for comment.

If the proposed rezoning is adopted by Council, the City will require that the applicant undertake public consultation on the LCLB lounge endorsement application in accordance with Development Application Fees Bylaw 8951. This bylaw requires that the applicant and City undertake public consultation in regards to liquor license applications where liquor is proposed to be served to the public. This consultation includes installing a sign on the property and publishing a notice in three (3) consecutive editions of a weekly local paper. By practice, the City also requires that notices be mailed to residents and owners of properties within 50 m (164 ft.) of the property. The results of this public consultation would be reviewed by staff and forwarded to Council for consideration in providing comments to the LCLB on the lounge endorsement.

If the LCLB approves the license endorsement application for the “lounge” after receiving City Council comments, the applicant would then apply for a City business license for the additional lounge use.

#### Other Zoning Text Amendments

Two (2) other microbrewery Zoning Text Amendment applications have been received for zones that include “industrial, general” use. Further applications may be expected, given the recent trend towards new microbreweries and distilleries built in other communities in the Lower Mainland.

To address future proposals for alcohol manufacturers with lounges and/or on-site stores, two (2) possible options are provided for consideration.

*Option 1: Site-By-Site Rezoning Applications (Not Recommended)*

The first option is to consider each proposal through individual, site-specific zoning amendment applications to permit the “Microbrewery, Winery and Distillery” use on a case-by-case basis. Each applicant would be required to proceed through the City’s rezoning process which involves the following steps:

- Rezoning signage is placed on the property.
- The specific rezoning proposal is reviewed by staff.
- A Staff Report is prepared for Planning Committee consideration.
- A Public Hearing is held with newspaper advertisements and notices mailed to property owners and residents within a 50m (164 ft.) radius of the property.

Should an site-specific zoning amendment bylaw be adopted by Council, the applicant will then proceed to undertake the above-noted City Council and public consultation for the LCLB “lounge” licence endorsement.

*Option 2: Permit “Microbrewery, Winery and Distillery” in Specific Zones (Recommended)*

The second option is to consider adding the “Microbrewery, Winery and Distillery” use to a number of specific existing zones where liquor service is currently allowed. If the “Microbrewery, Winery and Distillery” use is permitted in the zones as outlined below, the applicant for LCLB “lounge” or “on-site store” license endorsements would be required to confirm to LCLB that the zoning permits these uses.

City Business Licencing would require that a “lounge” application proceed through the above-noted liquor licensing public consultation process. This includes on-site notice signage, newspaper advertisements, a mailed notice to neighbours and a Staff Report for Council consideration for providing comments to LCLB.

It is recommended that Option 2 be pursued given that:

- The “on-site store” is permitted only as an ancillary use to alcohol manufacturing under the proposed “Microbrewery, Winery and Distillery” use and the store may only sell alcohol produced on-site as regulated by the LCLB.
- Liquor service is allowed within the “liquor primary establishment” use under the City’s zoning bylaw within a number of zones in commercial and mixed-use areas throughout the City. Public and Council consultation is required for liquor service establishments through the LCLB licensing process as required by Development Application Fees Bylaw 8951. This public consultation process ensures that Council and the public have input into whether any proposed “Microbrewery, Winery and Distillery” with a lounge is appropriate prior to LCLB licensing.

Given the above, the proposed “Microbrewery, Winery and Distillery” use is suggested to be considered for inclusion in the zones that already include the “liquor primary establishment”.

Thus, the following standard mixed-use and commercial zones and the site-specific “ZMU25” zone (applicable to the Pinnacle Capstan development) are recommended for consideration:

*Mixed-Use Zones*

- “Steveston Commercial (CS2; CS3)”
- “Downtown Commercial (CDT1, CDT2, CDT3)”

*Commercial Zones*

- “Auto-Oriented Commercial (CA)”
- “Entertainment & Athletics (CEA)”

*Site-Specific Zone*

- “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) – Capstan Village (City Centre)”

Given the above, it is recommended that a Staff Report and Zoning Bylaw Amendment be prepared for future Planning Committee consideration on the above-noted potential zones where the proposed “Microbrewery, Winery and Distillery” use may be permitted.

Applications in other zoning districts would require site-specific rezoning applications. The consideration of site-specific rezoning applications would involve independent assessment of the proposed retail store and potential lounge. With each application, the Staff Report to City Council would provide an assessment and recommendation on the suitability of the retail function and on-site liquor service component.

### **Public Consultation**

The applicant has installed a Development Application sign facing Horseshoe Way and the public would be invited to a Public Hearing on the rezoning application if the application proceeds. No public comments have been received at this time.

There will also be additional public consultation on the “lounge” use after possible rezoning adoption on the LCLB process as discussed above.

### **Analysis**

#### **Built Form and Architectural Character**

The site is currently occupied by a concrete light industrial/office building with two (2) similar, side-by-side units. One (1) of the units contains the proposed 1,034 m<sup>2</sup> (11,130 ft<sup>2</sup>) microbrewery. Surface parking is located at the front and the rear of the building. There is also a grass and landscaped area separating the front parking lot from Horseshoe Way.

The exterior of the building and site are proposed to remain in their current state with the exception of a proposed small 45.5 m<sup>2</sup> (484 ft<sup>2</sup>) patio and new signage which will require a Sign Permit.



### **Transportation and Site Access**

The existing driveway from Horseshoe Way, surface parking lot and loading spaces for the existing building are to be maintained in their current state. The proposed microbrewery has been allotted 22 of 46 parking spaces and two (2) of the four (4) loading spaces on the site through a lease with the owner with the remaining spaces being allocated to the existing tenant. The parking and loading spaces are sufficient to meet the Zoning Bylaw's parking and loading requirements for the proposed microbrewery and the existing light industrial tenant in the remaining half of the building.

As part of this application, the applicant will need to:

- Provide a security to the City for the estimated value of the construction of a 1.5 m (5.0 ft.) wide paved walkway immediately behind the curb along Horseshoe Way to be built by the City at the developer's sole cost via a City Work Order.
- Provide one (1) exterior visitor bicycle Class 1 space/rack and one (1) interior Class 2 employee bicycle parking space.

### **Conclusion**

The proposed text amendment is to facilitate the addition of a lounge and on-site store to be included along within the brewery already permitted under the "Industrial Business (IB1)" zone. Staff supports the proposed Zoning Text Amendment given the limited size of the proposed brewery and store and lounge which will be consistent with the LCLB regulations. Also, it is recommended that a Staff Report and draft Zoning Bylaw Amendment be prepared for future Planning Committee consideration that include the above-noted zones in the City where the proposed "Microbrewery, Winery and Distillery" use may be considered.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9295 be introduced and given first reading.



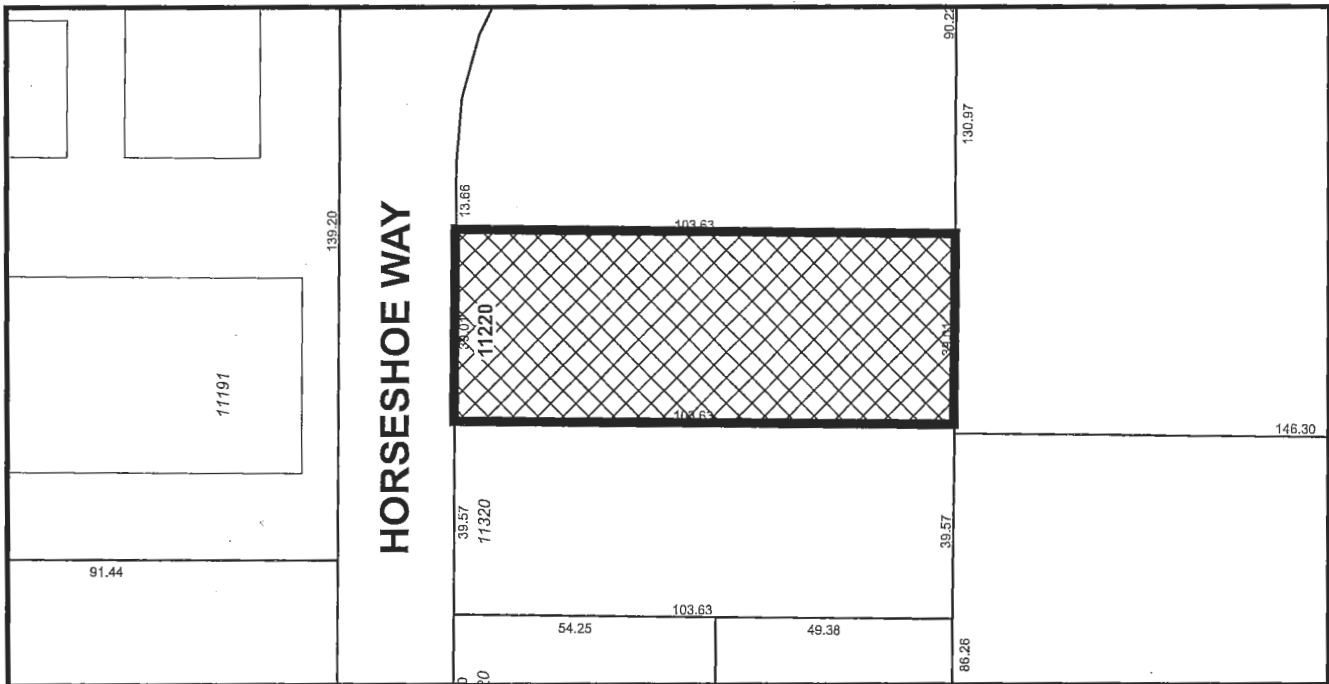
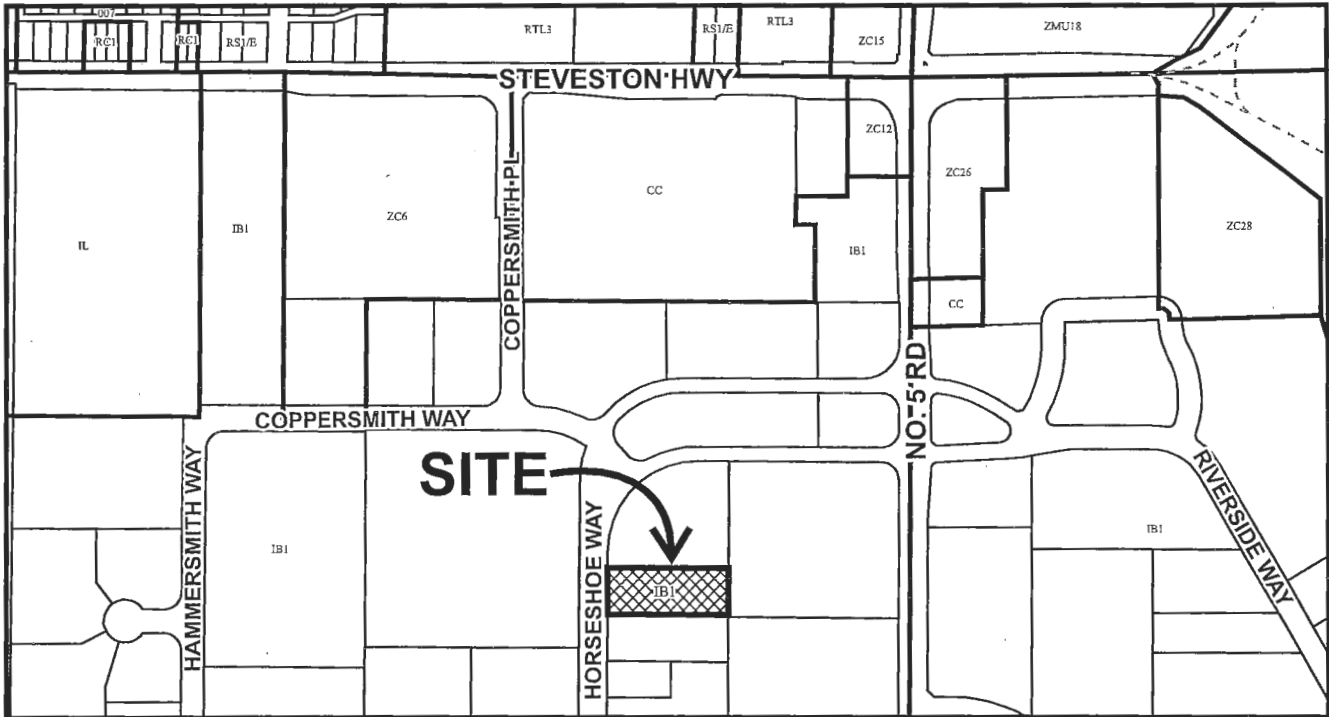
Mark McMullen  
Senior Coordinator - Major Projects

MM:blg

Attachment 1: Location Map and Orthophoto Map  
Attachment 2: Development Application Data Sheet  
Attachment 3: Site and Floor Plans  
Attachment 4: Rezoning Considerations



City of  
Richmond



ZT 15-705936

Original Date: 08/05/15

Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



ZT 15-705936

Original Date: 08/06/15

Revision Date:

Note: Dimensions are in METRES

CNCL - 241



**ZT 15-705936**

**Attachment 2**

Address: 11220 Horseshoe Way

Applicant: Fuggles & Warlock Craftworks Ltd.

Planning Area(s): Shellmont

	<b>Existing</b>	<b>Proposed</b>
<b>Owner (Leasee):</b>	Kenneth Lloyd Ronalds, Realtor (Fuggles & Warlock Craftworks Ltd.)	Kenneth Lloyd Ronalds, Realtor (Fuggles & Warlock Craftworks Ltd.)
<b>Site Size (m<sup>2</sup>):</b>	4,040 m <sup>2</sup>	No Change
<b>Land Uses:</b>	General Industrial, Cafe	General Industrial, Cafe, Microbrewery
<b>OCP Designation:</b>	Mixed Employment	No Change
<b>Area Plan Designation:</b>	N/A	N/A
<b>Zoning:</b>	Industrial Business (IB1)	No Change

<b>On Future Subdivided Lots</b>	<b>Bylaw Requirement</b>	<b>Proposed</b>	<b>Variance</b>
Density (units/acre):	N/A	N/A	none permitted
Floor Area Ratio - Building:	Max. 1.0	0.49 (No Change)	none permitted
Lot Coverage – Building:	Max. 60%	42% (No Change)	none
Lot Size (min. dimensions):	None	4,040 m <sup>2</sup> (No change)	none
Setback – Front Yard (m):	Min. 3.0 m	> 3.0 m (No change)	none
Setback – Side & Rear Yards (m):	Min. 0 m	> 0 m (No change)	none
Height (m):	12.0 m	<12.0 m (No change)	none
Off-street Parking Spaces (Subject Lease & Adjacent Units)	44	46 (44 current + 2 new spaces added)	none
Off-street Loading Space (Subject Lease & Adjacent Units)	2	4 (No Change)	none



FUGGLES + WARLOCK  
TASTING ROOM  
103-11220 HORSESHOE WAY  
RICHMOND BC

NORTH  
THE PARKING LOT PARKING SPOTS  
WAS FOR THE PURPOSES OF REVIEW  
ALL DIMENSIONS TO BE AS SHOWN TO  
COMPLY WITH ALL APPLICABLE  
CITY/COUNTY REGULATIONS

COMMENTS

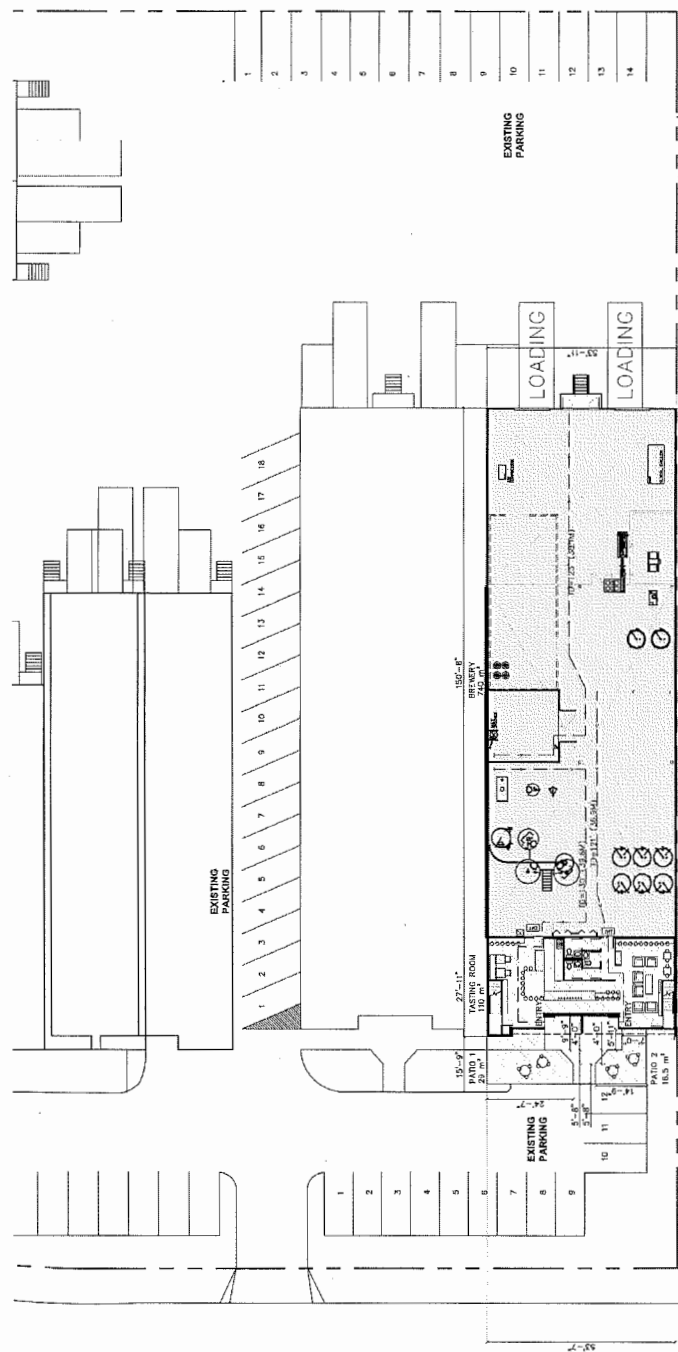
INTERIOR DESIGN/ARCHITECTURE  
730-318 FLOWER STREET  
VANCOUVER BC V6C 2R1  
VAN 603.2012

ISSUE  
MAY 17, 2015 ISSUED FOR PRELIMINARY REVIEW  
MAY 25, 2015 ISSUED FOR REVIEW  
JUNE 8, 2015 ISSUED FOR ILLUSTRATIVE REVIEW  
AUG 25, 2015 PARKING COMPLIANCE PLAN

SHEET #, DATE, PARKING COMPLIANCE PLAN  
DRAWING TITLE  
PARKING COMPLIANCE PLAN

SCALE: AS NOTED  
DATE: 08/25/15  
DRAWN BY: JG

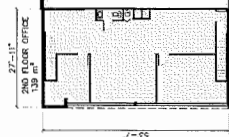
DSK-1



TOTAL TASTING AREA/LOUNGE:  
1668 SQ. FT  
155 SQ. METERS

TOTAL INDUSTRIAL:  
9460 SQ. FT  
879 SQ. METERS

11220 HORSESHOE WAY - PARKING PLAN MAIN FLOOR



11220 HORSESHOE WAY - PARKING PLAN SECOND FLOOR

HORSESHOE WAY



City of  
Richmond

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

**Address:** 11220 Horseshoe Way

**File No.:** ZT 15-705936

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9295, the developer is required to complete the following:**

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. Provide a security to the City for the estimated value of the construction of a 1.5m wide paved walkway immediately behind the curb within the Horseshoe Way road allowance to be built by the City at the developer's sole cost via a City Work Order.

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

1. Provide one exterior visitor bicycle Class 1 space/rack and one interior Class 2 employee bicycle parking space.
2. Prior to the issuance of BP, a construction parking and traffic management plan to be provided to the Transportation Division (Ref: <http://www.Richmond.ca/services/ttp/special.htm>>)

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9295 (ZT15-705936)  
11220 Horseshoe Way**

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

1. Richmond Zoning Bylaw 8500 is amended by:

(a) Inserting the following new definition within Section 3.4 in alphabetical order:

**“Microbrewery, Winery and Distillery** means a **premises**, licensed under the *Liquor Control and Licensing Act*, on which there is manufacturing of beer, ale, cider, wine or spirits for sale to business customers and shall include **ancillary** retail sale of these liquor products and related non-liquor products to the public within the manufacturer’s store and lounge provided that their combined **floor area** and any outdoor lounge patio area do not exceed the manufacturing **floor area.**”

(b) Adding Additional Uses (Section 12.3.3.B) and renumbering previous section accordingly and inserting the following text into the Additional Uses (Section 12.3.3.B):

**“Microbrewery, Winery and Distillery”**

(c) Inserting the following new Section 12.3.11.5 and renumbering following section accordingly:

**“Microbrewery, Winery and Distillery** shall be only permitted on the following **site:**

11220 Horseshoe Way

PID 000-564-095

Lot 45 Section 1 Block 3 North Range 6 West New Westminster District Plan 56980”

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9295”**.

FIRST READING

\_\_\_\_\_

PUBLIC HEARING

\_\_\_\_\_

SECOND READING

\_\_\_\_\_

THIRD READING

\_\_\_\_\_

OTHER CONDITIONS SATISFIED

\_\_\_\_\_

MINISTRY OF TRANSPORTATION AND  
INFRASTRUCTURE APPROVAL

\_\_\_\_\_

ADOPTED

\_\_\_\_\_

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 





# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee      **Date:** August 17, 2015  
**From:** Victor Wei, P. Eng.  
 Director, Transportation      **File:** 01-0154-04/2015-Vol 01  
**Re:** **TransLink 2016 Capital Program Cost-Sharing Submissions**

### Staff Recommendation

1. That the submission of pedestrian, bicycle and transit facility improvement projects for cost-sharing as part of the TransLink 2016 Bicycle Infrastructure Capital Cost Sharing Regional Needs Program and Transit-Related Road Infrastructure Program, as described in the report, titled, "TransLink 2016 Capital Program Cost-Sharing Submissions" dated August 17, 2015 from the Director, Transportation, be endorsed.
2. That, should the above submissions be successful and the projects receive Council's approval via the annual capital budget process, the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the funding agreements and the 2016 Capital Plan and the 5-Year Financial Plan (2016-2020) be updated accordingly dependant on the timing of the budget process.
3. That the Chief Administrative Officer and the Director, Transportation be authorized to execute a data licensing agreement with TransLink to obtain the 2011 Trip Diary dataset for Richmond.

Victor Wei, P. Eng.  
 Director, Transportation  
 604-276-4131

Att. 1

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

**Staff Report**

**Origin**

Each year, municipalities may submit road, bicycle and transit-related improvement projects for 50-50 funding consideration from TransLink’s capital cost-share funding programs. This staff report presents the proposed submissions from the City to TransLink’s 2016 capital cost-sharing programs, which support the goals of the City’s *Official Community Plan* as well as Council’s priorities for Term Goal #3 A Well-Planned Community:

*3.3 Effective transportation and mobility networks.*

**Analysis**

**Major Road Network and Bike (MRNB) Upgrade Program**

The MRNB Program provides allocated funding for capital improvements to the major roads across the region that comprise the MRN and the construction of bicycle facilities both on and off the MRN. Since 2013, there has been no allocated funding available to municipalities from TransLink for the annual MRNB Upgrade Program due to financial constraints. To mitigate this circumstance, TransLink provides municipalities with options to transfer funding from their allocation within the OMR (Operations, Maintenance and Rehabilitation) Program. This mechanism allows municipalities to transfer a funding allocation from O&M (operations, maintenance and non-pavement rehabilitation) to R (pavement rehabilitation), and then from R to MRNB Upgrade.

During 2013 through 2015, the City transferred funding from OMR to the MRNB Upgrade Program (an average of \$335,000 each year over the three year period) to support the construction and installation of road and bicycle infrastructure improvements. As shown in Table 1 below, the proposed Crosstown Bikeway (Phase 2) project will receive up to a total of \$210,000 in funding from TransLink’s 2015 MRNB Upgrade Program.

Table 1: Project to Receive Funding from 2015 MRNB Program

Project Name/Scope	TransLink 2015 Funding <sup>(1)</sup>	Est. Total Project Cost
Crosstown Bikeway (Phase 2): Upgrade existing off-street pathway in Blundell Park to a paved multi-use pathway, upgrade existing special crosswalk at Gilbert Road-Lucas Road to a pedestrian signal, and install signage and pavement markings	\$210,000	\$420,000

(1) The amount shown represents the maximum funding contribution to be requested from TransLink based on the City’s cost estimate for the project. The actual amount invoiced to TransLink follows project completion and is based on incurred costs.

However, no further annual transfers are proposed as continuing these transfers would incur the trade-off of decreasing funding intended for MRN maintenance and rehabilitation.

**Bicycle Infrastructure Capital Cost-Sharing (BICCS) Regional Needs Program**

While there is no allocated funding available for the 2016 MRNB Upgrade Program, TransLink does offer \$1.55 million on a competitive basis for bicycle infrastructure projects of regional significance through the BICCS Regional Needs Program. Due to funding constraints, municipalities are permitted to submit only one project each for TransLink 50-50 cost-share

funding up to a maximum of \$250,000. The City proposes to submit the following project for consideration to be included in the 2016 BICCS Regional Needs Program:

- *River Drive Multi-Use Pathway*: construction of a two-way paved 3.0 m wide asphalt pathway for pedestrians and cyclists on the south side of River Drive between No. 4 Road and Van Horne Way including pedestrian lighting (see Attachment 1). There are currently no pedestrian facilities on this section of River Drive and the City has received requests from residents of the Tait neighbourhood for a pedestrian connection to the Bridgeport Canada Line Station. The pathway will enable a safe pedestrian connection plus enhance access to the Canada Line Bridge for cyclists.

This application would be the first of a two-year accrual process over the 2016 and 2017 periods with \$250,000 being requested each year towards the total estimated cost of \$1,110,000. An application to the Province of BC's 2016-2017 BikeBC program will also be made seeking 50-50 cost-sharing of the balance of \$610,000 (i.e., \$1,110,000 total cost less \$500,000 accrued TransLink funding). The project will not proceed in 2017 unless the City is successful with all external cost-share funding applications.

#### Transit-Related Road Infrastructure Program (TRRIP)

TransLink's TRRIP provides funding for roadway infrastructure facilities required for the delivery of transit services in the region. As shown in Table 2, several City transit-related projects will receive up to a total of \$145,950 in funding from TransLink's 2015 TRRIP.

Table 2: Projects to Receive Funding from 2015 TRRIP

Project Name/Scope	TransLink 2015 Funding <sup>(1)</sup>	Est. Total Project Cost
Addition of Landing Pad to Bus Stop: 21 locations	\$75,950	\$151,900
Installation of Advance Left-turn Arrow to Traffic Signal: 3 locations <sup>(2)</sup>	\$70,000	\$140,000
<b>Total</b>	<b>\$145,950</b>	<b>\$291,900</b>

- (1) The amounts shown represent the maximum funding contribution to be requested from TransLink based on the City's cost estimate for the project. The actual amount invoiced to TransLink follows project completion and is based on incurred costs.
- (2) The locations are: (i) westbound Cook Road to southbound No. 3 Road; (ii) northbound Garden City Road to westbound Cook Road; and (iii) southbound No. 3 Road to eastbound Park Road.

TransLink funding of \$1.0 million is available for cost-sharing under the 2016 TRRIP. As TRRIP has no block funding formula, there is no allocated amount of eligible funding for the City. Projects proposed to be submitted by the City for cost-sharing under the 2016 TRRIP are:

- *Bus Stop Upgrades*: continued retrofits to various existing bus stops to provide for universal accessibility (i.e., installation of a landing pad and/or connecting sidewalk for wheelchair users), installation of bus stop benches and shelters, and construction of connecting pathways to provide access to/from the bus stop. The exact bus stop locations for these upgrades will be determined through feedback from transit users and consultation with Richmond Centre for Disability. Typically, 10 to 15 bus stops are upgraded each year at an estimated cost of \$200,000.

Additional projects may be identified for submission to TransLink prior to its annual program deadline (e.g., installation of advance left-turn arrows at selected intersections to facilitate turning movements for buses in order to increase service reliability).



### Requested Funding and Estimated Project Costs

The total requested funding for the above 2016 submissions to TransLink's capital cost-sharing programs is \$350,000 as summarized in Table 3, which will support projects with a total estimated cost of \$1,310,000.

Table 3: Projects to be Submitted to 2016 TransLink Cost-Share Programs

TransLink Funding Program	Project Name/Scope	Proposed City's Portion & Funding Source for 2016	Proposed TransLink 2016 Funding <sup>(1)</sup>	Est. Total Project Cost
BICCS Regional Needs Program	River Drive (No. 4 Road-Van Horne Way): new multi-use pathway on south side including pedestrian lighting	N/A (to be considered as a 2017 capital project)	\$250,000	\$1,110,000
TRRIP	Existing Bus Stop Upgrades	2016 Transit-Related Road Improvement Program: \$100,000	\$100,000	\$200,000
<b>TOTAL</b>		<b>\$100,000</b>	<b>\$350,000</b>	<b>\$1,310,000</b>

(1) The amounts shown represent the maximum funding contribution to be requested from TransLink based on the City's cost estimate for the project. The actual amount invoiced to TransLink follows project completion and is based on incurred costs.

Should the submissions be successful and the projects receive Council's approval via the annual capital budget process, the City would enter into funding agreements with TransLink. The agreements are standard form agreements provided by TransLink and include an indemnity and release in favour of TransLink. Staff recommend that the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the agreements. The 2016 Capital Plan and the 5-Year Financial Plan (2016-2020) would be updated to reflect the receipt of the external grants where required dependant on the timing of the budget process.

### TransLink 2011 Trip Diary

TransLink has an on-going data collection and analytics program to monitor and report on the use and performance of Metro Vancouver's multi-modal transportation system. The primary objective of TransLink's regularly conducted Regional Trip Diaries is to obtain information on 24-hour weekday travel from a random sample of Metro Vancouver residents.

The 2011 Trip Diary is the most recent survey and TransLink has prepared releasable datasets of the results for member municipalities. As this information would assist the City with land use and transportation planning as well as continuous assessment of the effectiveness of investments on infrastructure for alternative transportation such as those proposed in this report, staff recommend that the City execute a data licensing agreement with TransLink to obtain the dataset for Richmond. The agreement is provided by TransLink and includes an indemnity and release in favour of TransLink. Staff recommend that the Director, Transportation be authorized to execute the agreement.

### **Financial Impact**

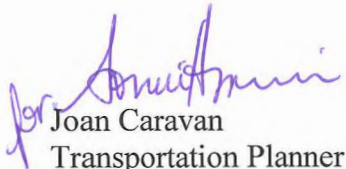
As shown in Table 3, the proposed City cost is \$100,000 for TRRIP which will be considered during the 2016 capital budget process. The proposed City's cost for the multi-use pathway on River Drive is anticipated to be \$305,000 based on successful cost-share applications to both TransLink and the provincial BikeBC program (i.e., \$1,110,000 total cost less two-year accrual of \$500,000 from TransLink, less \$305,000 from BikeBC), which will be considered during the 2017 capital budget process. Implementation of the pathway project is contingent upon all



external cost-share applications being approved. Both projects would have operating budget impacts that would be incorporated as part of the annual budget process.

**Conclusion**

A number of pedestrian, bicycle route and transit-related facility improvement projects are proposed for submission to TransLink's various cost-sharing programs for 2016 that would support the Council Term Goal with respect to "A Well Planned Community" as well as the goals of the Official Community Plan. Significant benefits for those using sustainable travel modes in terms of new infrastructure that provides safety and accessibility enhancements would be achieved should these projects be approved by TransLink and Council.

  
Joan Caravan  
Transportation Planner  
(604-276-4035)

JC:jc

Att. 1: Proposed Cost-Share Pedestrian and Cycling Infrastructure Project

### Proposed Multi-Use Pathway on River Drive



Proposed multi-use pathway on south side

Existing multi-use pathways on south side

Access to Canada Line Bridge

Existing sidewalk

Bridgeport Canada Line Station

CNCL - 252






# City of Richmond

## Report to Committee



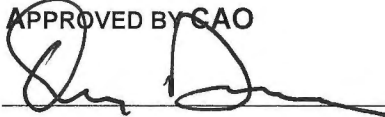
**To:** Public Works and Transportation Committee      **Date:** September 3, 2015  
**From:** Tom Stewart, ASCT.  
 Director, Public Works      **File:** 10-6045-00/Vol 01  
**Re:** **Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment  
 Bylaw No. 9219**

### Staff Recommendation

That Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9219, be introduced and given first, second and third readings.

  
 Tom Stewart, ASCT.  
 Director, Public Works  
 (604-233-3301)

Att. 1

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

## Staff Report

### Origin

The City's existing Drainage, Dyke and Sanitary Sewer System Bylaw 7551 lacks provisions to allow staff to enter private property to conduct inspection and maintenance of City drainage and sanitary sewer systems. Even though these systems are located on City rights-of-way within private property, staff require Council's authority to enter onto private property in order to access, inspect and maintain these systems. This report, therefore, seeks Council's approval for the necessary amendments to Bylaw 7551 to allow access onto private property, when required.

### Analysis

Inspection and maintenance of the City's drainage and sanitary sewer infrastructure is critical to ensuring the systems are functioning properly on an on-going basis. Regular maintenance is particularly important to help avoid flooding incidences on City and private property during heavy storms as well as helping to avoid blockages and potential breaks in the sanitary sewer system. City inspection and maintenance activities are not only beneficial in avoiding costly repairs to the City systems if adequate maintenance is not done, but is also beneficial to residents in helping to avoid flooding to their properties and/or sanitary sewer breaks or service disruptions impacting their properties.

In most cases, staff receive the cooperation of residents to provide access to their property for inspection and maintenance activities. However, there can be occasions where the public may be reluctant and can refuse access. This can lead to unnecessary damage and costly repairs to the City sanitary sewer and drainage infrastructure and potential future service failures impacting the property owner/s. Staff are seeking appropriate authority through amendments to Bylaw 7551 to allow access to private property in order to:

1. Ensure the provisions of the bylaw are being adhered to in relation to the requirements of property owners to connect to these City systems.
2. Conduct inspections and maintenance of the City sanitary sewer and drainage systems.
3. Undertake necessary repairs to the City's sanitary sewer and drainage systems.

Language is also proposed that would prevent a property owner from restricting access by City representatives for the above activities.

### Financial Impact

None.

### Conclusion

This report seeks administrative amendments to Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551 to permit access to private property for the purposes of conducting inspections and any required maintenance activities to the City's sanitary sewer and drainage systems on City rights of-way. By ensuring City staff can access these systems by entering onto private



September 3, 2015

- 3 -

property, necessary infrastructure maintenance activities can be undertaken, thereby avoiding potential future property damage from flooding and/or sewer blockages.



Romeo Bicego  
Manager, Sewerage & Drainage  
(604-244-1209)

Att. 1: Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw 9219



**Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551,  
Amendment Bylaw No. 9219**

The Council of the City of Richmond enacts as follows:

1. The Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, as amended, is further amended:

- (a) by adding section 1.4 as follows:

**“1.4 Inspection and Maintenance**

- 1.4.1 Subject to section 16 of the *Community Charter*, an employee of, or other person authorized by, the **City** may access, enter into or upon private property to:

- (a) inspect and determine compliance with the provisions of this bylaw;
      - (b) inspect and investigate the **City’s sanitary sewer system and drainage system**, including **inspection chambers, manholes**, fixtures and any other works or infrastructure associated with the **City’s sanitary sewer system and drainage system**; and
      - (c) repair, replace and maintain the **City’s sanitary sewer system and drainage system**, at the discretion of the **General Manager of Engineering & Public Works**.

- 1.4.2 No person shall prevent or obstruct, or attempt to prevent or obstruct, access or entry permitted pursuant section 1.4.1 of this bylaw.”

2. This Bylaw is cited as **“Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9219”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

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MAYOR

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CORPORATE OFFICER



# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee      **Date:** August 31, 2015  
**From:** John Irving, P.Eng. MPA      **File:** 10-6060-01/2015-Vol  
 Director, Engineering      01  
**Re:** **Servicing Agreement with Ecowaste Industries Ltd.**

### Staff Recommendation

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to finalize and execute a Servicing Agreement between the City and Ecowaste Industries Ltd., to fill and preload Savage Road between Williams Road to Francis Road and to fill and preload Francis Road from Savage Road to a point 210m to the east, containing the material terms and conditions set out in the staff report titled "Servicing Agreement with Ecowaste Industries Ltd." dated August 31, 2015 from the Director, Engineering.

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

Att. 1

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



## Staff Report

### Origin

Ecowaste Industries Ltd. (“Ecowaste”) is proposing to develop a 170 acre light industrial park on Industrial zoned land, a former landfill site directly south of Blundell Road between Savage Road and No. 7 Road. The proposed land use is light industrial with businesses that focus on intermodal logistics, warehousing and distribution.

To facilitate future site access, on May 27, 2013, Council authorized staff to finalize and execute a Servicing Agreement (SA) between the City and Ecowaste Industries Ltd., to fill and preload Blundell Road from Savage Road to No 7. Road.

Ecowaste has requested the City enter into a second SA to fill and preload Savage Road between Williams Road and Francis Road, and to fill and preload Francis Road from Savage Road to a point 210m to the east, as shown in Attachment 1.

This report is being brought forward to obtain approval to execute a standalone SA in the absence of a rezoning or subdivision report, where authority to enter into a SA is typically sought. The proposed SA’s form will follow that of the City’s typical SA, modified to reflect the unique requirements for this development. Future reports will be brought forward to authorize additional SAs for Ecowaste to construct future road and utility works.

### Analysis

#### Council Approval for the Opening and Development of Savage Road and Francis Road

On December 7, 2011, in the report titled “Ecowaste Industrial Proposal – Road Opening and Development” Council approved the opening and development of road works along Savage Road between Williams Road and Francis Road.

Approval was in part based on an understanding that there would be no net increase in traffic at the south end of the site at Williams Road to/from Steveston Highway/Highway 99 area until additional transportation planning and infrastructure upgrades occur along the Highway 99 corridor, and that traffic control measures would be implemented as part of Ecowaste offsite works to ensure this.

#### Landfill Operations

Ecowaste has operated the landfill north of Francis Road since 1971 where the landfill received construction/demolition waste and excavation materials. The former landfill site is significantly higher in elevation than the surrounding area.

Lands south of Francis Road and east of Savage Road have been cleared and used for sand and construction material storage.

### Overview of Future Savage Road and Francis Road Works

Ultimately, Savage Road will become a two lane road with a shared pedestrian/bike path along the east side and an ALR buffer on the west side. The west side will also include a 1.8m high fence and a screening hedge. Francis Road will become a two lane road with a shared pedestrian/bike path along both sides of the road.

### Proposed Filling and Preloading of Savage Road and Francis Road

Ecowaste proposes to fill and preload Savage Road and Francis Road under a standalone SA. The construction of road and utility works will be part of a future SA.

Ecowaste ultimately proposes to construct Savage Road at an existing elevation of 1m at its Williams Road intersection, rising to a 5m elevation along the majority of its length. Francis Road will be constructed at 5m elevation at its Savage Road intersection, rising to a 14m elevation as it interfaces with the private roads that will be constructed to the north. This increase in elevation is proposed as the development's peak land elevation is 18m above sea level. Despite the significant changes in road elevation, roads will be designed to ensure universal accessibility.

### Environmentally Sensitive Area and Riparian Management Area

Portions of Savage Road that are proposed to receive fill and preload contain an Environmentally Sensitive Area (ESA) and a Riparian Management Area (RMA). An assessment has been conducted by a registered professional biologist and the City's Environmental Review Process to determine the ESA and RMA's extent within the proposed road area and their compensation values.

As the proposed Savage Road fill and preload works will be contained within the City's road allowance and will be effectively constructed on behalf of the City it will be exempted from the City's Development Permit requirements. To address the fill and preload work's environmental impact to the ESA and the RMA, the City will collect a bond through the fill and preload SA to secure future "like for like" habitat compensation at a nearby location. The bond will be valued at 150% of the assessed compensation value that will include a five year maintenance period.

Any additional environmental impacts related to the larger development site will be addressed through one or more separate Development Permit applications.

### Fill and Preload Servicing Agreement

The City's typical form of SA shall be used and modified to reflect the unique requirements for this development. It will be based on, but not limited to, the following terms and conditions:

- Identify the scope of work, including limiting the works to fill and preload of Savage Road and Francis Road at the elevations described above (5m and 5m - 14m, respectively);
- Require the fill material be clean structural/mineral fill (not construction demolition or waste) and meet the appropriate Provincial soil standards for industrial lands;

- Require that Ecowaste maintain records related to the source of the fill material for quality control measures;
- Require Ecowaste to assume environmental liability, and indemnify the City for all costs related to any contamination attributable to their works;
- Identify that fill placed within the City's road/right-of-way be compatible with the future roadway (interim and ultimate), and be placed in accordance with geotechnical recommendations approved by the City;
- Establish the roles and responsibilities of Ecowaste and the City;
- Protect the City's interests;
- Identify the standard to which the works will be built;
- Identify the term of the agreement, including length of the Maintenance Period;
- Include provisions to reduce the City's liability due to Ecowaste's work;
- State the security that the City will hold, and conditions for the release of the security;
- State the insurance requirement that Ecowaste shall maintain; and
- Include indemnity clauses in the City's favor.

Future SA's will be required for road and infrastructure design and will address engineering, transportation and environmental details.

The execution of the fill and preload SA will in no way provide any assurance that the Development Permit or future SA's will be approved.

#### Agricultural Impacts on or Adjacent to the Agricultural Land Reserve (ALR)

The proposed filling and preload works on Savage Road are not anticipated to impact ALR land or agricultural activities as:

- Fill and preload will only be permitted within the areas designated for future roadway;
- Savage Road is located outside of the ALR and future roadway works will include provisions for an ALR buffer;
- A Development Permit application has been submitted and is being processed to primarily address agricultural buffering; and
- The fill and preload SA and future road and utility SAs will address any drainage impacts on the adjacent lower ALR lands.


The Francis Road alignment does not front ALR land, and the proposed filling and preload works are not anticipated to impact ALR land.

**Financial Impact**

None

**Conclusion**

The fill and preload works on Savage Road and Francis Road are critical to Ecowastes's proposed development. Staff recommends support for the works and seeks Council authorization to enter into an SA for the fill and preload works.



Lloyd Bie, P.Eng.  
Manager, Engineering Planning  
(604-276-4075)

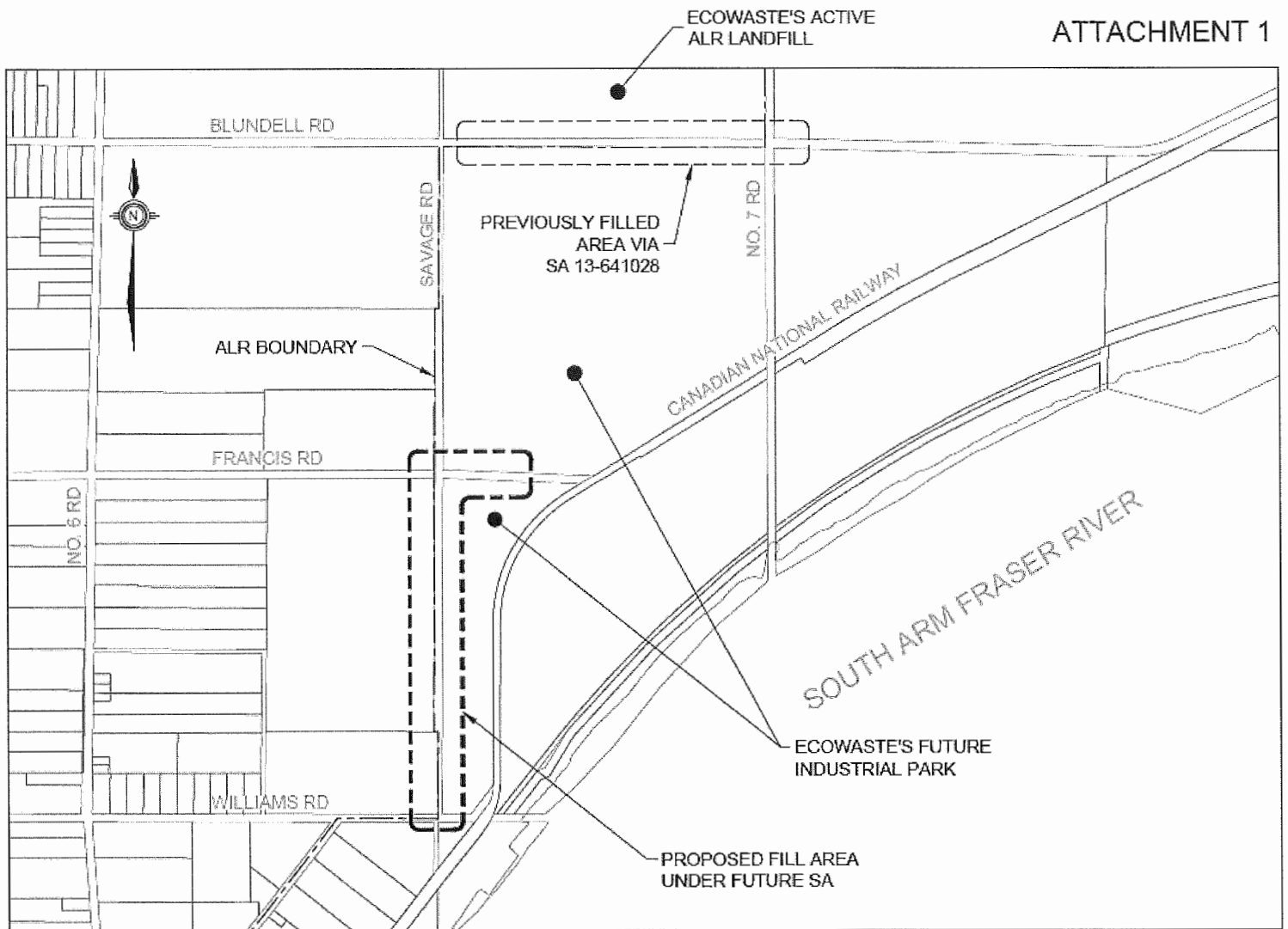


Andy Bell, P.Eng.  
Project Engineer  
(604-247-4656)

LB:ab

Att. 1: Location Map





LOCATION MAP



# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee

**Date:** August 28, 2015

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

**File:** 10-6650-02/2015-Vol  
01

**Re:** 2015 Clothes Washer Rebate Program Update

### Staff Recommendation

That:

1. the City extends the current partnership with BC Hydro to the end of this year to offer a combined rebate program, which will provide a rebate of up to \$200, equally cost shared between BC Hydro and the City, for the replacement of an inefficient clothes washer with a new high efficiency one;
2. the Chief Administrative Officer and General Manager, Engineering and Public Works, be authorized to execute an updated agreement with BC Hydro to extend the current program and update the specifications.

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

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

## Staff Report

### Origin

At the March 23, 2015 Regular Council Meeting, Council adopted the following motions:

- (1) That the City partner with BC Hydro to offer a combined rebate program May 1 to June 30 and October 1 to October 31 of this year, which will provide a rebate of up to \$200, equally cost shared between BC Hydro and the City, for the replacement of an inefficient clothes washer with a new high efficiency one;*
- (2) That the scope of the existing toilet rebate program funding be expanded to include clothes washer rebates; and*
- (3) That the CAO and General Manager, Engineering and Public Works, be authorized to execute an agreement with BC Hydro to implement this program.*

This report updates Council on the current status of the Clothes Washer Rebate Program and requests extension of the fall program.

### Analysis

#### 2015 Clothes Washer Rebate Program

The program offered by BC Hydro ran from May 1 to June 30 of this year. Program participation was lower than expected, with 40 clothes washer rebates at a total cost of \$2,000 to the City. The specifications for the spring campaign were likely too stringent resulting in fewer models qualifying for the rebate.

In response, BC Hydro has extended the term from one month to two months (October 1 to November 30) and adjusted the specifications for the fall campaign. The fall campaign specifications have been collapsed so that there is one specification for each level of rebate. In the past there were two specifications for the \$50 rebate. As a result, it is anticipated that the City will see an increased number of rebates for the fall program.

Staff recommend the City adjust the specifications for the fall campaign and extend the term to the end of this year to encompass BC Hydro's proposed extension and any future extensions that may be requested.

### Financial Impact

Staff recommend that the rebates continue to be funded from the approved toilet rebate program. The toilet rebate program has an annual budget of \$100,000, with \$46,923 remaining in 2015. Staff anticipate that this funding will be sufficient and will report back to Council if there is higher than anticipated participation.

BC Hydro will cover all costs associated with program administration.

**Conclusion**

BC Hydro has adjusted their specifications and extended the term of the fall Clothes Washer Rebate Program from one month to two months. Council previously agreed to participate in the combined rebate program for the month of October. Staff recommend the City adjust the specifications for the fall campaign and extend the term to the end of this year to encompass BC Hydro's proposed extension and any future extensions that may be requested.



Lloyd Bie, P.Eng.  
Manager, Engineering Planning  
(4075)



Corrine Haer, EIT  
Project Engineer  
(4026)

LB:ch





**Housing Agreement (8151 Anderson Road) Bylaw No. 9229**

The Council of the City of Richmond enacts as follows:

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

PID: 003-558-827      Lot A (J96195E) Section 9 Block 4 North Range 6 West New Westminster District Plan 6789

2. This Bylaw is cited as **“Housing Agreement (8151 Anderson Road) Bylaw No. 9229”**.

FIRST READING

SEP 14 2015

SECOND READING

SEP 14 2015

THIRD READING

SEP 14 2015

ADOPTED

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

\_\_\_\_\_  
MAYOR

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

Schedule A

To Housing Agreement (8151 Anderson Road) Bylaw No. 9229

HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND AND ANDERSON  
SQUARE HOLDINGS LTD.

**HOUSING AGREEMENT**  
**(Section 905 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference the 24th day of August, 2015.

**BETWEEN:**

**ANDERSON SQUARE HOLDINGS LTD.** (Inc. No. BC0684287),  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 1000 – 840 Howe Street,  
Vancouver, B.C. V6Z 2M1

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

**AND:**

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

(the “City” as more fully defined in section 1.1 of this Agreement)

**WHEREAS:**

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

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

Housing Agreement (Section 905 Local Government Act)  
8151 Anderson Road  
Application No. DP13-645286



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

- (h) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on \_\_\_ day of \_\_\_\_\_, 20\_\_, under number \_\_\_\_\_, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:
 

PID: 003-558-827  
Lot A (J96195E) Section 9 Block 4 North Range 8 West NWD Plan 6789
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;

- (o) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (p) **"Permitted Rent"** means no greater than:
- (i) \$850.00 a month for a bachelor unit;
  - (ii) \$950.00 a month for a one bedroom unit;
  - (iii) \$1,162.00 a month for a two bedroom unit; and
  - (iv) \$1,437.00 a month for a three (or more) bedroom unit,

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

- (q) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (r) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (u) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

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

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## ARTICLE 2

### USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family

members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities,



property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;

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

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.4 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

**ARTICLE 4  
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5  
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit

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(and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.

- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.
- 5.6 The strata corporation may add any fine levied by the strata corporation to the rent payable by the Tenant whose actions or omissions resulted in the fine being levied.

**ARTICLE 6  
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*,

Housing Agreement (Section 905 Local Government Act)  
8151 Anderson Road  
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- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

## 7.2 Modification

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

## 7.3 Management

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

## 7.4 Indemnity

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

Housing Agreement (Section 905 Local Government Act)  
8151 Anderson Road  
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- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### 7.5 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

#### 7.6 Survival

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

#### 7.7 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

#### 7.8 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

**7.9 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

**7.10 No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

**7.11 Notice**

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

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

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

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

**7.12 Enuring Effect**

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

**7.13 Severability**

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

**7.14 Waiver**

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

**7.15 Sole Agreement**

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

**7.16 Further Assurance**

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

**7.17 Covenant Runs with the Lands**

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

**7.18 Equitable Remedies**

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

**7.19 No Joint Venture**

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

**7.20 Applicable Law**

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

**7.21 Deed and Contract**

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

**7.22 Joint and Several**

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



7.23 Limitation on Owner's Obligations

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

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

ANDERSON SQUARE HOLDINGS LTD.

by its authorized signatory(ies):

Per: [Signature]  
Name: ELAINE S.M. LEONG, SECRETARY

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

CITY OF RICHMOND

by its authorized signatory(ies):

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

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

CITY OF RICHMOND APPROVED for content by originating dept.
<u>[Signature]</u>
APPROVED for legality by Solicitor
<u>[Signature]</u>
DATE OF COUNCIL APPROVAL

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$\_\_\_\_\_ ; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

Housing Agreement (Section 905 Local Government Act)  
8151 Anderson Road  
Application No. DP13-645286

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

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

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

\_\_\_\_\_  
DECLARANT



Housing Agreement (9500 Cambie Road) Bylaw No. 9251

The Council of the City of Richmond enacts as follows:

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

PID: 029-537-096

Lot 1 Section 34 Block 5 North Range 6 West  
New Westminster District Plan EPP35455

- 2. This Bylaw is cited as "Housing Agreement (9500 Cambie Road) Bylaw No. 9251".

FIRST READING

SEP 14 2015

SECOND READING

SEP 14 2015

THIRD READING

SEP 14 2015

ADOPTED

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

\_\_\_\_\_  
MAYOR

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



Schedule A

to Housing Agreement (9500 Cambie Road) Bylaw No. 9251

HOUSING AGREEMENT BETWEEN THE CITY OF RICHMOND AND WELL SING  
PROPERTY DEVELOPMENT LTD. (Inc. No. BC1000315)

**HOUSING AGREEMENT**  
**(Section 905 Local Government Act)**

**THIS AGREEMENT** is dated for reference the 22nd day of May, 2015.

**BETWEEN:**

**WELL SING PROPERTY DEVELOPMENT LTD.**

**(Inc. No. BC1000315),**

a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 3061 West 42<sup>nd</sup> Avenue, Vancouver, British Columbia, V6N 3H1

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

**AND:**

**CITY OF RICHMOND,**

a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1

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

**WHEREAS:**

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

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

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

- (h) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on \_\_\_ day of \_\_\_\_\_, 20\_, under number \_\_\_\_\_, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:
 

PID: 029-537-096  
 LOT 1 SECTION 34 BLOCK 5 NORTH RANGE 6 WEST NWD PLAN  
 EPP35455
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are



Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;

- (p) **"Permitted Rent"** means no greater than:
- (i) \$850.00 a month for a bachelor unit;
  - (ii) \$950.00 a month for a one bedroom unit;
  - (iii) \$1,162.00 a month for a two bedroom unit; and
  - (iv) \$1,437.00 a month for a three (or more) bedroom unit,

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

- (q) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (r) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (u) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (v) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

**ARTICLE 2**

**USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

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

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

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

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
  - (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

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

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.4 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

**ARTICLE 4  
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5  
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs



the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The

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

**7.2 Modification**

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

**7.3 Management**

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

**7.4 Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

**7.5 Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,

personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

**7.6 Survival**

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

**7.7 Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

**7.8 City's Powers Unaffected**

This Agreement does not:

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

**7.9 Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and

- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

**7.10 No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

**7.11 Notice**

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

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

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

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

**7.12 Enuring Effect**

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

**7.13 Severability**

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

**7.14 Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising

any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

**7.15 Sole Agreement**

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

**7.16 Further Assurance**

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

**7.17 Covenant Runs with the Lands**

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

**7.18 Equitable Remedies**

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

**7.19 No Joint Venture**

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

**7.20 Applicable Law**

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



**7.21 Deed and Contract**

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

**7.22 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

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

**WELL SING PROPERTY DEVELOPMENT LTD.,**

by its authorized signatory(ies):

Per:   
Name: Steven Wei

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

**CITY OF RICHMOND**

by its authorized signatory(ies):

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

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

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

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ \_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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

DECLARED BEFORE ME at the City of )  
\_\_\_\_\_, in the Province of British )  
Columbia, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_\_. )  
)  
)  
)  
)  
\_\_\_\_\_)  
A Commissioner for Taking Affidavits in the )  
Province of British Columbia )

\_\_\_\_\_  
DECLARANT

**PRIORITY AGREEMENT**

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Well Sing Property Development Ltd. (the "Owner") in respect to the lands and premises legally known and described as:


PID: 029-537-096  
Lot 1 Section 34 Block 5 North Range 6 New Westminster District Plan EPP35455

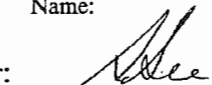
(the "Lands")

**CANADIAN WESTERN BANK** (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA3813079 and CA3813080, respectively ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

**CANADIAN WESTERN BANK**  
by its authorized signatory(ies):

Per:   
Name: **WILLIAM G. WHELAN**  
**SENIOR MANAGER**  
**COMMERCIAL BANKING**

Per:   
Name: **ALICE SEE**  
**Mgr. Comm. Bkg.**



Termination of Housing Agreement (9500 Cambie Road) Bylaw No. 9286

The Council of the City of Richmond enacts as follows:

- 1. The Mayor and City Clerk for the City of Richmond are authorized to:
(a) execute agreements to terminate the housing agreement referred to in Housing Agreement (9500 Cambie Road) Bylaw No. 8862 (the "Original Housing Agreement");
(b) cause Notices and other charges registered at the Land Title Office in respect to the Original Housing Agreement to be discharged from title;
(c) execute such other documentation required to effect the termination of the Original Housing Agreement;
2. To repeal Housing Agreement (9500 Cambie Road) Bylaw No. 8862
3. This Bylaw is cited as "Termination of Housing Agreement (9500 Cambie Road) Bylaw No. 9286".

FIRST READING

SEP 14 2015

SECOND READING

SEP 14 2015

THIRD READING

SEP 14 2015

ADOPTED

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

MAYOR

CORPORATE OFFICER





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9228 (RZ 14-662478)  
8760 & 8780 Rosemary Avenue**

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 **“SINGLE DETACHED (RS2/B)”**.

P.I.D. 003-726-843

Lot 448 Section 33 Block 4 North Range 6 West New Westminster District Plan 35970

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9228”**.

FIRST READING

MAR 23 2015

A PUBLIC HEARING WAS HELD ON

APR 20 2015

SECOND READING

APR 20 2015

THIRD READING

APR 20 2015

OTHER CONDITIONS SATISFIED

SEP 23 2015

ADOPTED

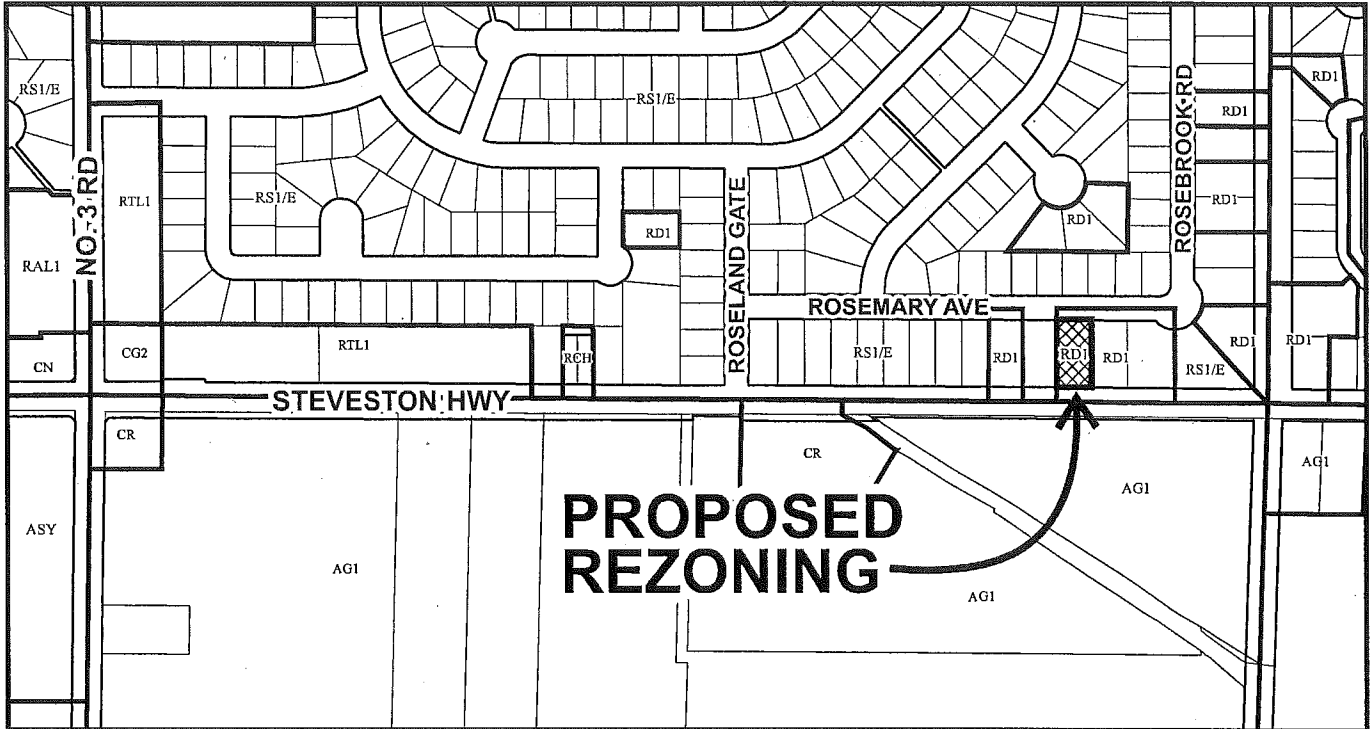
CITY OF RICHMOND
APPROVED by
<i>BK</i>
APPROVED by Director or Solicitor
<i>hl</i>

\_\_\_\_\_  
MAYOR


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



City of  
Richmond



	8631	8651	8671	8691	8711	8731	8751	8771	
32.21	19.81	18.29	18.29	18.29	19.29	18.29	18.29	18.29	
<b>ROSEMARY AVE</b>									
18.29	18.29	18.29	18.29	24.38	24.38	24.38	24.38	19.94	18.29
8600	8620	8640	8660	8680	8720	8760	8800	8840	
46.02	46.07	46.12	46.17	46.24	46.30	46.37	46.44		
18.29	18.29	18.29	18.29	24.38	24.38	24.38	24.38	33.94	
<b>STEVESTON HWY</b>									
267.87									

	<b>RZ 14-662478</b>	Original Date: 05/16/14 Revision Date: 02/26/15 Note: Dimensions are in METRES
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**Development Permit Panel  
Wednesday, September 16, 2015**

Time: 3:30 p.m.  
Place: Council Chambers  
Richmond City Hall  
Present: Joe Erceg, Chair  
Dave Semple, General Manager, Community Services  
Victor Wei, Director, Transportation

The meeting was called to order at 3:30 p.m.

**Minutes**

It was moved and seconded

*That the minutes of the meeting of the Development Permit Panel held on August 26, 2015, be adopted.*

**CARRIED**

**1. Development Permit 12-624819**  
(File Ref. No.: DP 12-624819) (REDMS No. 4695459)

APPLICANT: Matthew Cheng Architect Inc.  
PROPERTY LOCATION: 8200, 8220, 8280 and 8300 No. 1 Road  
INTENT OF PERMIT:

Permit the construction of 28 townhouse units at 8200, 8220, 8280 and 8300 No. 1 Road on a site zoned "Low Density Townhouses (RTL4)."

**Applicant's Comments**

Kush Panatach, Centro Properties Group, commented on the proposed development, noting that he acquired the site from the original developer and the current applicant plans to retain the intent of the original zoning. He added that the proposed development will have a contemporary design and high-level finishing.

## Development Permit Panel Wednesday, September 16, 2015

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David Cha, Matthew Cheng Architect Inc., briefed the Panel on the proposed development regarding (i) urban design, (ii) architectural form and character, and (iii) conditions of adjacency.

Mr. Cha spoke of the proposed development's design, noting that the proposed development will consist of 28 townhouse units and utilize materials such as brick and wood siding as part of its contemporary design. He added that the proposed development will feature a combination of asymmetrical and flat roof lines to reflect the forms of surrounding buildings. Also, he noted that the proposed development will primarily consist of three-storey townhouse along No. 1 Road, however; the building will step down to two storeys along the north, south and east edges of the site to provide transition to existing adjacent single-family homes.

Denitsa Dimitrova, PMG Landscape Architects, briefed the Panel on the proposed development's landscape and noted the following:

- each unit will have a yard;
- a trellis is proposed along the pedestrian entry;
- the adjacent bus stop will be screened;
- the proposed amenity area will include a play area with compound and natural play elements and benches;
- perimeter buffering will include 1.8 metre hedges and six foot high fencing; and
- permeable pavers will be used for the internal driveway.

### **Panel Discussion**

In reply to queries from the Panel regarding the internal walkways, Ms. Dimitrova advised that landscape strips are planned on both sides of the walkway. She added that there will be a trellis at the walkway entrance and that the walkway would use decorative pavers.

Discussion ensued with regard to walkway lighting and in reply to queries from the Panel, Mr. Cha noted that the walkways will be lit, however details of the lighting elements have not been finalized.

In reply to queries from the Panel, Wayne Craig, Director, Development, noted that the outdoor amenity space was relocated to the eastern portion of the site and that there will be perimeter fencing and landscaping along that portion.

### **Staff Comments**

Mr. Craig commented on the proposed development, noting that the proposed development will have one convertible unit and a servicing agreement will facilitate frontage improvements along No. 1 Road, which will include a future bus shelter. He added that the proposed development will retain the existing hedges on-site.

**Development Permit Panel**  
**Wednesday, September 16, 2015**

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**Correspondence**

None.

**Gallery Comments**

Jim Barkwell, 8251 Coldfall Court, expressed concern regarding the proposed development with respect to (i) perimeter fencing and hedging, (ii) on-site grading, (iii) perimeter drainage, and (iv) the arrangement of balconies.

In reply to queries from the Panel, Mr. Craig advised that (i) the proposed development will have 1.8 metre perimeter hedging, (ii) existing site grading will be retained along the east edge of the site, and (iii) the retaining wall will be stepped back 1.2 to 1.5 metres from the property line.

In reply to queries from the Panel, Mr. Panatach noted that in order to meet flood plain requirements the site was raised and the grading will gradually step down to meet the existing grade at the property line. He added that there will be perimeter drainage.

Discussion ensued with regard to overlook and privacy, and in reply to queries from the Panel, Mr. Panatach noted that the units adjacent to the single-family homes will be two-storeys and the retention of existing perimeter trees will mitigate overlook concerns.

**Panel Discussion**

Discussion ensued with regard to (i) architectural form and character with respect to the surrounding neighbourhood, (ii) exterior finishing, and (iii) natural play elements in the amenity area.

In reply to queries from the Panel, Kevin Eng, Planner 2, advised that the Advisory Design Panel requested that the project consider additional convertible units.

**Panel Decision**

It was moved and seconded

*That a Development Permit be issued which would permit the construction of 28 townhouse units at 8200, 8220, 8280 and 8300 No. 1 Road on a site zoned "Low Density Townhouses (RTL4)."*

**CARRIED**

**2. General Compliance Ruling**  
**Development Permit 13-643519**

(File Ref. No.: DP 13-643519) (REDMS No. 4679475)

APPLICANT: Christopher Bozyk Architects

PROPERTY LOCATION: 11100 Cambie Road



**Development Permit Panel**  
**Wednesday, September 16, 2015**

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**INTENT OF PERMIT:**

That the attached plans involving changes to the development design be considered in General Compliance with Development Permit (DP 13-643519).

**Applicant's Comments**

Christopher Bozyk, Christopher Bozyk Architects, alongside David Monti, Wales McLelland Construction, briefed the Panel on the changes to the proposed landscaping due to plans by BC Hydro to relocate power lines underground. Mr. Monti noted that changes to landscaping include the removal of the retaining wall and replacing the eight foot fence with a glazed windscreen wall.

Al Tanzer, LandSpace Design Inc., commented on the proposed modifications to landscape design, noting that the proposed landscape design will meet the City's requirements. He added that planting trees will not be a viable option, however, vines, ornamental rocks and some shrubbery can be installed. He further noted that there will be underground water storage and a rain garden at the front of the property with the drainage going into a bio swale.

**Staff Comments**

Mr. Craig spoke of the proposed changes in landscape design, noting that landscaping has been enhanced in other portions of the site unaffected by the BC Hydro lines and that the proposed breezeway along the western portion of the site will meet the intent of the original Development Permit application.

**Correspondence**

None.

**Gallery Comments**

None.

**Panel Decision**

It was moved and seconded

*That the attached plans involving changes to the development design be considered in General Compliance with Development Permit (DP 13-643519).*

**CARRIED**

**3. Development Permit 14-674133**  
(File Ref. No.: DP 14-674133) (REDMS No. 4568004)

APPLICANT: Western Verona Garden Holdings Ltd.

4.

**Development Permit Panel**  
**Wednesday, September 16, 2015**

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PROPERTY LOCATION: 9211 and 9231 No. 2 Road

INTENT OF PERMIT:

Permit the construction of ten (10) townhouse units at 9211 and 9231 No. 2 Road on a site zoned "Low Density Townhouses (RTL4)."

**Applicant's Comments**

Wayne Fougere, Fougere Architecture Inc., briefed the Panel on the proposed development and noted the following:

- the proposed development will consist of 10 townhouse units with 0.6 Floor Area Ratio;
- the exterior will utilize stone and hardi panels;
- the proposed development will meet the City's flood plain requirements;
- existing trees along the north west corner of the site will be retained;
- the proposed amenity space will be designed for use by a future development; and
- there will be opportunities for play elements in the amenity space to incorporate the site's grade change.

Daryl Tyacke, ETA Landscape Architecture, commented on the proposed landscape and open space design, and noted the following:

- the potential for future road widening of No. 2 Road could impact the bus stop and condense yard space;
- removable perimeter fencing would be utilized in the event that No. 2 Road is widened;
- the play area is located on two levels and would be connected via a slide and a sloped walkway;
- garage aprons will utilize permeable pavers; and
- hedges along the western portion of the site will be utilized for screening.

Discussion ensued with regard to the proposed convertible unit and Mr. Fougere noted that the two bedroom, tandem unit will be used as the convertible unit.

**Staff Comments**

Mr. Craig commented on the proposed development, noting that (i) existing trees on-site will be retained, (ii) open space was oversized to accommodate potential future development of the properties north of the site, (iii) additional visitor vehicle parking was included, (iv) the proposed development will meet EnerGuide 82 standards, and (v) a servicing agreement was secured to facilitate frontage improvements along No. 2 Road.

## Development Permit Panel Wednesday, September 16, 2015

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In reply to queries from the Panel, Mr. Craig advised that the City has secured a right-of-way for potential future road widening of No. 2 Road.

### Panel Discussion

In reply to queries from the Panel regarding the amenity area, Mr. Tyacke noted that (i) the play area surface will utilize rubber flooring, (ii) trees will have an open canopy, and (iii) most of the plantings will include grasses and low plant material.

### Correspondence

None.

### Gallery Comments

Mandy Mach, 9260 Laka Drive, expressed concern with regard to the future sewage connections from the proposed development.

In reply to queries from the Panel, Edwin Lee, Planning Technician – Design, advised that service connections will be located along the north west portion of the site, however; connection designs have not been finalized.

The Chair spoke on potential service connections, noting that design for service connections have not been finalized and adjacent property owners would be notified should any future service connects impact adjacent properties.

### Panel Decision

It was moved and seconded

*That a Development Permit be issued which would permit the construction of ten (10) townhouse units at 9211 and 9231 No. 2 Road on a site zoned "Low Density Townhouses (RTL4)."*

**CARRIED**

#### 4. **Development Permit 15-694729** (File Ref. No.: DP 15-694729) (REDMS No. 4660435)

APPLICANT: Jacken Investments Inc.

PROPERTY LOCATION: 10591, 10611 and 10631 Gilbert Road

INTENT OF PERMIT:

Permit the construction of 14 townhouse units at 10591, 10611 and 10631 Gilbert Road on a site zoned "Low Density Townhouses (RTL4)."

## Development Permit Panel Wednesday, September 16, 2015

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### Applicant's Comments

Karen Ma, Yamamoto Architecture Inc., briefed the Panel on the proposed development regarding (i) urban design, (ii) architectural form and character, and (iii) conditions of adjacency, and noted the following:

- the proposed development will consist of two and three storey townhouse units;
- a hemlock tree at the rear of the site will be retained;
- the proposed development will be built to meet EnerGuide 82 standards;
- the amenity area will be centrally located;
- the proposed setback of 6.0 to 7.5 metres exceeds minimum requirements;
- units adjacent to the neighbouring single-family homes will be two-storeys; and
- pavers will be used in the drive aisle.

Ms. Dimitrova briefed the Panel on the proposed landscape and open space design and noted the following:

- existing trees on-site will be retained;
- each unit will have a private yard enclosed by a low transparent aluminum fence;
- the proposed development would utilize a six foot wood perimeter fence;
- a trellis will be installed at the end of the internal driveway;
- play area will include compound and natural play elements;
- amenity area will include benches; and
- permeable pavers will be utilized on-site.

### Panel Discussion

In reply to queries from the Panel, Ms. Dimitrova noted that the existing grade along the western property line will be retained.

In reply to queries from the Panel, Ms. Ma advised that there will be door-to-door garbage pick-up, however; there will be a common area available on-site should the future strata corporation prefer centralized garbage pick-up.

Discussion ensued with regard to the space in between the buildings and in reply to queries from the Panel, Ms. Dimitrova noted that the area will be a side yard adjacent to the townhouse units.

### Staff Comments

Mr. Craig commented on the proposed development, noting that the proposed development will have side-by-side vehicle parking in all units and that there will be one convertible unit.

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**Correspondence**

None.

**Gallery Comments**

A Richmond resident expressed concern with regard to the construction timeline of the proposed development and the potential for trees on her property to be damaged.

In reply to queries from the Panel, Jackson Lee, Jacken Investments Inc., advised that the date to begin construction has not been finalized.

**Panel Decision**

It was moved and seconded

*That a Development Permit be issued which would permit the construction of 14 townhouse units at 10591, 10611 and 10631 Gilbert Road on a site zoned "Low Density Townhouses (RTL4)."*

**CARRIED**

**5. Development Permit 15-700390**

(File Ref. No.: DP 15-700390) (REDMS No. 4652488)

APPLICANT: Harjit Sandhu

PROPERTY LOCATION: 10691 Dennis Crescent

**INTENT OF PERMIT:**

1. Permit the construction of a coach house at 10691 Dennis Crescent on a site zoned "Single Detached with Granny Flat or Coach House – Edgemere (RE1)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
  - a) allow a coach house to be located 3.0 m from the northern interior side lot line; and
  - b) allow a portion of the parking spaces for the lot to be accessed from Dennis Crescent.

**Applicant's Comments**

Amir Sandhu, 228-1020 No. 5 Road and Harjeet Sandhu 10691 Dennis Crescent, briefed the Panel on the proposed application, noting that (i) the proposed coach house would use similar materials and colour to the main house, (ii) landscaping would provide privacy and include shrubs, (iii) primary pedestrian entry to the coach house would be off the rear lane, (iv) the living area would be in the main floor and the bedrooms on the second floor of the coach house, and (v) the two car garage would be located beside the living area on the main floor.



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**Staff Comments**

Mr. Craig spoke of the proposed variances associated with the proposed application, noting that the variance to locate the coach house 3.0 metres from the northern interior side lot line is required since the building cannot encroach within an existing sanitary right-of-way on the property line. Mr. Craig added that the second proposed variance would allow vehicle access to the principal residence from Dennis Crescent.

**Correspondence**

None.

**Gallery Comments**

Gerry Albus, 10291 Aragon Road, expressed privacy concerns with regard to the height of the proposed coach house and the potential overlook to the adjacent yard. He added that he was of the opinion that the proposed coach house could potentially lower property values in the area.

The Chair noted that second level windows are for the bedroom and are oriented away from adjacent properties.

In reply to queries from the Panel regarding privacy, Mr. Craig advised that the two storey element is the southern portion of the coach house over the garage and the only windows facing the rear lane are the bedroom windows.

**Panel Discussion**

Discussion ensued with regard to (i) limiting windows facing the rear lane, (ii) access to the main house along Dennis Court and rear lane access to the coach house, and (iii) the coach house being oriented to face the main house.

**Panel Decision**

It was moved and seconded

*That a Development Permit be issued which would:*

1. *permit the construction of a coach house at 10691 Dennis Crescent on a site zoned "Single Detached with Granny Flat or Coach House – Edgemere (RE1)"; and*
2. *vary the provisions of Richmond Zoning Bylaw 8500 to:*
  - a) *allow a coach house to be located 3.0 m from the northern interior side lot line; and*
  - b) *allow a portion of the parking spaces for the lot to be accessed from Dennis Crescent.*

**CARRIED**

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**6. New Business**

It was moved and seconded

*That the Wednesday, September 30, 2015 Development Permit Panel meeting be cancelled.*

**CARRIED**

**7. Date of Next Meeting: Wednesday, October 14, 2015**

**8. Adjournment**

It was moved and seconded

*That the meeting be adjourned at 4:58 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, September 16, 2015.

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Joe Erceg  
Chair

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Evangel Biason  
Auxiliary Committee Clerk



# City of Richmond

## Report to Council

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**To:** Richmond City Council  
**From:** Joe Erceg  
Chair, Development Permit Panel  
**Date:** September 23, 2015  
**File:** 01-0100-20-DPER1-  
01/2015-Vol 01  
**Re:** **Development Permit Panel Meetings Held on September 16, 2015 and  
June 24, 2015**

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### Staff Recommendation

That the recommendation of the Panel to authorize the issuance of:

1. A Development Permit (DP 15-700390) for the property at 10691 Dennis Crescent; and
2. A Development Variance Permit (DV 15-694988) for the property at 2620 No. 6 Road;

be endorsed, and the Permits so issued.

Joe Erceg  
Chair, Development Permit Panel

SB:blg

### Panel Report

The Development Permit Panel considered the following items at its meetings held on September 16, 2015 and June 24, 2015.

DP 15-700390 – HARJIT SANDHU – 10691 DENNIS CRESCENT  
(September 16, 2015)

The Panel considered a Development Permit application to permit the construction of a coach house on a site zoned “Single Detached with Granny Flat or Coach House – Edgemere (RE1)”. Variances are included in the proposal for a reduced interior side yard setback for the coach house and for parking access from Dennis Crescent.

Amir and Harjeet Sandhu provided a brief presentation, noting that:

- The proposed coach house would use similar materials and colour to the main house.
- Landscaping would provide privacy and include shrubs.
- The coach house would have primary pedestrian entry off the rear lane, living area on the main floor and the bedrooms on the second floor.
- The two-car garage would be located beside the main floor living area.

Staff supported the Development Permit application and requested variances. Staff advised that the variance to locate the coach house 3.0 m from the northern interior side lot line is required since the building cannot encroach within an existing sanitary right-of-way on the property line. Staff added that the second proposed variance would allow vehicle access to the principal residence along Dennis Crescent.

Aragon Road resident, Gerry Albus, addressed the Panel, expressing privacy concerns with regard to the height of the proposed coach house and the potential overlook to the adjacent yard. He also expressed concern that the proposal could potentially lower property values in the area.

No correspondence was submitted to the Development Permit Panel regarding the application.

In response to Panel queries, staff advised that the two-storey element is the southern portion of the coach house over the garage and the only windows facing the rear lane are the bedroom windows.

Discussion ensued with regard to: (i) limiting windows facing the rear lane; (ii) access to the main house along Dennis Court and rear lane access to the coach house; and (iii) the coach house oriented to face the main house.

The Panel recommends that the Permit be issued.

DV 15-694988 – MAYBOG FARMS LTD. – 2620 NO. 6 ROAD  
(June 24, 2015)

The Panel considered a Development Variance Permit application to vary the provisions of Richmond Zoning Bylaw 8500 to increase the maximum setback from a constructed public road abutting the property to the rear of a single detached housing building permitted in the “Agriculture (AG1)” from 50 m (164 ft.) to 130 m (426.5 ft.) in order to allow construction of a new house.

Applicant, Todd May, of Maybog Farms Ltd., provided a brief presentation, noting that:

- The proposed variance would facilitate the construction of the primary dwelling on-site, and added that the current dwelling on-site would be used for farm employees.
- The proposed dwelling would be located south of the crop loading area and north of the gravel storage area, where soil conditions are poor.
- The layout of the different farm service areas is critical to the efficiency of farm operations and must remain intact in order to maintain functionality, and as a result, the proposed area for the dwelling is the optimal location within the farm.

Richmond resident, Anne Lerner, addressed the Panel, inquiring about the location of the current and proposed dwellings and expressing satisfaction with the 50 m setback requirement. Also, she expressed satisfaction with the farm operations and that the proposed dwelling would not displace farmed fields.

No correspondence was submitted to the Development Permit Panel regarding the application.

In response to Panel queries, Mr. May and Dave Melnychuk, Agrologist for Maybog Farms Ltd., advised that:

- Keeping the relationship of the farm service areas intact is critical to farm operations and as a possible consequence; relocating said areas would result in encroaching onto the farmed areas and displacing cranberry fields. All possible alternatives were examined when deciding on the location for the proposed dwelling and that the proposed location minimizes the impact on farming operations and farmed land.
- The farm service areas and proposed house location are located in areas of less productive soil; where impact to cranberry production is minimized.

In response to Panel queries, staff advised that: (i) should the proposed application proceed, a covenant on Title will be secured to restrict the construction of the dwelling to the proposed location; and (ii) the City’s Agricultural Advisory Committee reviewed and endorsed the proposed variance.

The Panel recommends that the Permit be issued.