



City Council

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

**Monday, September 28, 2026
7:00 p.m.**

Pg. # ITEM

MINUTES

1.

CNCL-10

*Motion to adopt the **minutes** of the Regular Council meeting held on September 14, 2026.*



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. 16.

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
- Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No.10789 to Permit the City of Richmond to Secure Low-End Market Rental Homes at 8520 Railway Avenue (Formerly 8520, 8540 & 8560 Railway Avenue) per RZ 21-936046 and DP 24-012854
- Application By Vivid Green Architecture for a Strata Title Conversion at 10551/10571 Agassiz Court
- Application By Jason Levelton for an Agricultural Land Reserve Non-Adhering Residential Use at 18431 Westminster Highway
- Land use applications for first, second and third reading:
 - 23160, 23180, 23200 and 23220 Willett Avenue – Rezone from the “Small-Scale Multi-Unit Housing (RSM/XI)” Zone to “Town Housing (ZT108) – Willett Avenue (Hamilton)” Zone (Kei Canada Willett Development Ltd. – Applicant)
 - 9211, 9251, 9291, 9311, 9351 Blundell Road – Rezone from Small-Scale Multi-Unit Housing (RSM/XI)” Zone to the “High Density Townhouses (RTH2)” Zone (Interface Architecture Inc.– Applicant)

Council Agenda – Monday, September 28, 2026

Pg. #

ITEM

- Local Government Climate Action Program (LGCAP) Year 5 Survey Report And 2025 Corporate Emission Inventory
- Granville Avenue and Shell Road Walkway Update

5. *Motion to adopt Items No. 6 through No. 13 by general consent.*

☐

Consent
Agenda
Item

6. COMMITTEE MINUTES

That the minutes of:

CNCL-22 (1) the **General Purposes Committee** meeting held on September 21, 2026;

CNCL-27 (2) the **Planning Committee** meeting held on September 22, 2026; and
(3) the **Public Works and Transportation Committee** meeting held on September 23, 2026; (distributed separately)

be received for information.

☐

Consent
Agenda
Item

7. **HOUSING AGREEMENT (AFFORDABLE HOUSING) (8520 RAILWAY AVENUE) BYLAW NO.10789 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL HOMES AT 8520 RAILWAY AVENUE (FORMERLY 8520, 8540 & 8560 RAILWAY AVENUE) PER RZ 21-936046 AND DP 24-012854**
(File Ref. No. 08-4057-05) (REDMS No. 8477679)

CNCL-29

See Page CNCL-29 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes secured through Rezoning Application RZ 21-936046 and DP 24-012854.

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Council Agenda – Monday, September 28, 2026

Pg. # ITEM

Consent
Agenda
Item

8. **APPLICATION BY VIVID GREEN ARCHITECTURE FOR A STRATA TITLE CONVERSION AT 10551/10571 AGASSIZ COURT**
(File Ref. No. SC 26-007371) (REDMS No. 8489770)

CNCL-64

See Page CNCL-64 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That the application for a Strata Title Conversion by Vivid Green Architecture be approved on fulfillment of the following conditions:*
- (a) *Registration of a flood indemnity covenant on Title.*
 - (b) *Payment of all City utility charges and property taxes up to and including the year 2026.*
 - (c) *Submission of appropriate plans and documents for execution by the Approving Officer within 180 days of the date of this resolution.*
 - (d) *Final inspection approval of Building Permits for previous construction without a permit at 10551/10571 Agassiz Court.*
- (2) *That the City, as the Approving Authority, delegates the Approving Officer the authority to execute the strata conversion plan on behalf of the City, on the basis that the conditions set out in Recommendation 1 have been satisfied.*



Consent
Agenda
Item

9. **APPLICATION BY JASON LEVELTON FOR AN AGRICULTURAL LAND RESERVE NON-ADHERING RESIDENTIAL USE AT 18431 WESTMINSTER HIGHWAY**
(File Ref. No. AG 26-012236) (REDMS No. 8485804)

CNCL-74

See Page CNCL-74 for full report

PLANNING COMMITTEE RECOMMENDATION

That the application by Jason Levelton for an Agricultural Land Reserve Non-Adhering Residential Use to allow seasonal farm labour accommodation at 18431 Westminster Highway be forwarded to the Agricultural Land Commission.



Council Agenda – Monday, September 28, 2026

Pg. # ITEM

Consent
Agenda
Item

10. **APPLICATION BY KEI CANADA WILLETT DEVELOPMENT LTD. FOR REZONING AT 23160, 23180, 23200 AND 23220 WILLETT AVENUE FROM THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/XL)” ZONE TO “TOWN HOUSING (ZT108) – WILLETT AVENUE (HAMILTON)” ZONE**
(File Ref. No. RZ 23-035646) (REDMS No. 8499321)

CNCL-86

See Page CNCL-86 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10795 to create the “Town Housing (ZT108) – Willett Avenue (Hamilton)” zone, be introduced and given first, second and third reading; and*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10796 to rezone 23160, 23180, 23200 and 23220 Willett Avenue from “Small-Scale Multi-Unit Housing (RSM/XL)” zone to “Town Housing (ZT108) – Willett Avenue (Hamilton)” zone, be introduced and given first, second and third reading.*



Consent
Agenda
Item

11. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 9211, 9251, 9291, 9311, 9351 BLUNDELL ROAD FROM THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/XL)” ZONE TO THE “HIGH DENSITY TOWNHOUSES (RTH2)” ZONE**
(File Ref. No. RZ 22-017350) (REDMS No. 8263640)

CNCL-129

See Page CNCL-129 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10737, for the rezoning of 9211, 9251, 9291, 9311, 9351 Blundell Road from the “Small-Scale Multi-Unit Housing (RSM/XL)” zone to the “High Density Townhouses (RTH2)” zone, be introduced and given first, second and third reading.



Council Agenda – Monday, September 28, 2026

Pg. # ITEM

Consent
Agenda
Item

12. **LOCAL GOVERNMENT CLIMATE ACTION PROGRAM (LGCAP) YEAR 5 SURVEY REPORT AND 2025 CORPORATE EMISSION INVENTORY**

(File Ref. No. 10-6125-07-01) (REDMS No. 8478643)

CNCL-161

See Page CNCL-161 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

That the LGCAP Year 5 Survey and Attestation Form as described in the report titled "Local Government Climate Action Program (LGCAP) Year 5 Survey Report and 2025 Corporate Emission Inventory", dated August 20, 2026, from the General Manager, Engineering and Public Works be endorsed and posted on the City's website for public information, in accordance with Provincial requirements.



Consent
Agenda
Item

13. **GRANVILLE AVENUE AND SHELL ROAD WALKWAY UPDATE**

(File Ref. No. 10-6000-01) (REDMS No. 8487993)

CNCL-198

See Page CNCL- 198 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

That a letter from the Mayor be written to the Member of Parliament, Richmond East-Steveston, Parm Bains to help expedite the review of an interim gravel shoulder for pedestrian safety near the Granville Avenue Canadian National Railway crossing and Shell Road trail.



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

14. **FUNDING CONSIDERATIONS FOR AFTER-HOURS OUTREACH
AND FOOD AID DELIVERY PROGRAMS**

(File Ref. No. 08-4057-11-01) (REDMS No. 8485962)

CNCL-203

See Page CNCL-203 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

Opposed: Cllr. Loo

That \$195,000 be taken out of the Rate Stabilization Account in full compensation to Parish of St. Alban's, Refuge Church, and The Salvation Army instead of any HSS Grant for 2027, to substitute for the HSS Grant.



15. **RE-NAMING OF TWO CITY-OWNED CHILD CARE FACILITIES,
650-5688 HOLLYBRIDGE WAY AND 10277 RIVER DRIVE**

(File Ref. No. 07-3070-01) (REDMS No. 8471838)

CNCL-209

See Page CNCL-209 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

Opposed: Cllr. Loo

- (1) *That the City-owned child care facility located at 650-5688 Hollybridge Way be renamed to "Willow Child Care Centre"; and*
- (2) *That the City-owned child care facility located at 10277 River Drive be renamed to "River Run Child Care Centre."*



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

- CNCL-214** Housing Agreement (Affordable Housing) (8620, 8640 and 8660 Spires Road) **Bylaw No. 10735**
Opposed at 1st/2nd/3rd Readings – None.

☐

- CNCL-240** Housing Agreement (Market Rental) (8620, 8640 and 8660 Spires Road) **Bylaw No. 10736**
Opposed at 1st/2nd/3rd Readings – None.

☐

DEVELOPMENT PERMIT PANEL

16. RECOMMENDATION

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

- CNCL-260** (1) *That the Chair's reports for the Development Permit Panel meetings held on **June 10, 2026**, and **September 16, 2026**, be received for information; and*
- CNCL-264** (2) *That the recommendations of the Panel to authorize the issuance of:*
- (a) *Development Permit (DP 25-017215) for the properties at 9291 Alexandra Road/9288 Tomicki Avenue; and*
 - (b) *Development Variance Permit (DV 26-017406) for the property at 4711 No. 8 Road,*
- be endorsed, and the Permits so issued.*

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Council Agenda – Monday, September 28, 2026

Pg. #

ITEM

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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

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Michael Paice to delegate on a petition from residents of Dover Crescent regarding the North Dike upgrade.

18. *Motion to rise and report.*

☐

ADJOURNMENT

☐



Regular Council

Monday, September 14, 2026

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Carol Day
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Michael Wolfe

Corporate Officer – Claudia Jesson

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

RES NO. ITEM

MINUTES

R26/15-1 1. It was moved and seconded
That:

- (1) *the minutes of the Regular Council meeting held on July 27, 2026, be adopted as circulated;*
- (2) *the minutes of the Regular Council meeting for Public Hearings held on September 8, 2026, be adopted as circulated; and*
- (3) *the Metro Vancouver 'Board in Brief' dated July 24, 2026, be received for information.*

CARRIED



Regular Council
Monday, September 14, 2026

AGENDA ADDITIONS & DELETIONS

R26/15-2

It was moved and seconded

That Item No. 12 “Application by Bene (No. 3) Road Development Ltd. for Rezoning at 4700 No. 3 Road from the “Auto-Oriented Commercial (Ca)” Zone to a New “High Rise Office Commercial (Zc44) – Aberdeen Village” Zone”, be revised on the Consent Agenda Highlights to read that the Land use application be forwarded to Public Hearing on October 19, 2026; and

That the Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10732, be amended to include the opposition by Cllr. Loo.

CARRIED

COMMITTEE OF THE WHOLE

R26/15-3

2. It was moved and seconded

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

CARRIED

3. Delegations from the floor on Agenda items

Item No. 7 – Housing Agreement (Affordable Housing) Bylaw No. 10735 and Housing Agreement (Market Rental Housing) Bylaw No. 10736 to Permit the City of Richmond to Secure Low-End Market Rental Homes and Market Rental Homes at 8620, 8640 and 8660 Spires Road per RZ 22-023633

Jerome Dickey, Richmond resident, spoke in support of the housing agreement and the securing of affordable and market rental housing.

R26/15-4

4. It was moved and seconded

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

CARRIED



Regular Council
Monday, September 14, 2026

CONSENT AGENDA

- R26/15-5 5. It was moved and seconded
 That Items No. 6 through No. 15 be adopted by general consent.

CARRIED

6. **COMMITTEE MINUTES**

That the minutes of:

- (1) *the General Purposes Committee meeting held on September 8, 2026;*
- (2) *the Finance and Audit Committee meeting held on September 8, 2026;*
- (3) *the Planning Committee meeting held on September 9, 2026;*
- (4) *the Community Safety Committee meeting held on September 9, 2026; and*
- (5) *the Council/School Board Liaison Committee meeting held on April 29, 2026.*

ADOPTED ON CONSENT

7. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10735 AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10736 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL HOMES AND MARKET RENTAL HOMES AT 8620, 8640 AND 8660 SPIRES ROAD PER RZ 22-023633**

(File Ref. No. 12-8060-20-01735; 12-8060-20-010736; 08-4057-05) (REDMS No. 8424802, 8443726, 8288816, 8443734, 8288970)

- (1) *That Housing Agreement (Affordable Housing) (8620, 8640 and 8660 Spires Road) Bylaw No. 10735 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes required by Rezoning Application RZ 22-023633.*



Regular Council
Monday, September 14, 2026

- (2) *That Housing Agreement (Market Rental) (8620, 8640 and 8660 Spires Road) Bylaw No. 10736 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Market Rental homes required by Rezoning Application RZ 22-023633.*

ADOPTED ON CONSENT

8. **APPLICATION TO AMEND LIQUOR PRIMARY LIQUOR LICENCE # 308690 - CHANGE OF HOURS OF LIQUOR SERVICE (OUTSIDE SERVICE HOURS) SSP CANADA FOOD SERVICES INC., DBA: ROMER'S BURGER BAR - 3880 GRANT MCCONACHIE WAY (POST SECURITY)**

(File Ref. No. 12-8275-30-001) (REDMS No. 8476494, 8476384)

- (1) *That the application from SSP Canada Food Services Inc., doing business as, Romer's Burger Bar, seeking a permanent amendment to Liquor Primary Liquor Licence # 308690, increasing their hours of liquor service from 9:00 AM to 11:00 PM, Monday to Sunday, to 24 hours service, (Outside Service Hours) be supported; and*
- (2) *That a letter be sent to the Liquor and Cannabis Regulation Branch, which includes the information as set out in Attachment 1 to this report, advising that Council recommends the approval of the amendment to the Liquor Primary Liquor Licence as described in Recommendation 1 of this report.*

ADOPTED ON CONSENT

9. **RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 PROPOSED AMENDMENT, BYLAW NO. 1463, 2026 – CITY OF SURREY (105 - 175A STREET)**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8487088)

That the report titled "Metro 2050 Type 3 Proposed Amendment, Bylaw No. 1463, 2026 – City of Surrey (105 - 175A Street)", dated August 10, 2026 from the General Manager, Planning and Development, be submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver's consultation process.

ADOPTED ON CONSENT



Regular Council
Monday, September 14, 2026

10. RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 PROPOSED AMENDMENT – CITY OF VANCOUVER (MOLSON SITE)

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8493851)

That the report titled “Metro 2050 Type 3 Proposed Amendment – City of Vancouver (Molson Site)”, dated August 10, 2026, from the General Manager, Planning and Development, be submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process.

ADOPTED ON CONSENT

11. RE-ALLOCATION OF 2026 CHILD CARE GRANT FUNDING

(File Ref. No. 07-3070-01) (REDMS No. 8485378, 7590123)

That the 2026 Child Care Capital Grant of \$9,049 awarded to Atira Women’s Resource Society be divided in equal parts and re-allocated to the Developmental Disabilities Association and the Society of Richmond Children’s Centres as outlined in the report titled “Re-allocation of 2026 Child Care Grant Funding”, dated August 6, 2026, from the General Manager, Planning and Development.

ADOPTED ON CONSENT

12. APPLICATION BY BENE (NO. 3) ROAD DEVELOPMENT LTD. FOR REZONING AT 4700 NO. 3 ROAD FROM THE “AUTO-ORIENTED COMMERCIAL (CA)” ZONE TO A NEW “HIGH RISE OFFICE COMMERCIAL (ZC44) – ABERDEEN VILLAGE” ZONE

(File Ref. No. 12-8060-20-009215; 12-8060-20-009216, RZ 14-672055) (REDMS No. 8490743, 6822556, 6219995, 5630259, 6130741, 6880163, 6886141, 8493165, 5655561)

(1) That Third Reading of Richmond Official Community Plan (OCP) Bylaw 7100, Amendment Bylaw 9215, and Richmond Zoning Bylaw 8500, Amendment Bylaw 9216, be rescinded.

(2) That OCP Bylaw 7100, Amendment Bylaw 9215, as amended, to change Schedule 2.10 (City Centre Area Plan) by amending the Aberdeen Village – Detailed Transect Descriptions to allow for a maximum 1.5 Floor Area Ratio (FAR) Village Centre Bonus for non-residential uses on the subject site, be forwarded to a public hearing.



Regular Council
Monday, September 14, 2026

- (3) *That Bylaw 9215, as amended, having been considered in conjunction with:*
- (a) *the City's Financial Plan and Capital Program; and*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;*
- is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act.*
- (4) *That Bylaw 9215, as amended, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation.*
- (5) *Richmond Zoning Bylaw 8500, Amendment Bylaw 9216, as amended, for the creation of a new "High Rise Office Commercial (ZC44)-Aberdeen Village" zone and for the rezoning of 4700 No. 3 Road from the "Auto-Oriented Commercial (CA)" zone to the new "High Rise Office Commercial (ZC44) – Aberdeen Village" zone, be forwarded to a public hearing.*

ADOPTED ON CONSENT

13. APPLICATION BY 1135355 BC LTD. FOR A STEVESTON VILLAGE HERITAGE CONSERVATION GRANT AT 3891 MONCTON STREET
(File Ref. No. 08-4105-20-HA 26-019270) (REDMS No. 8500023, 7965383, 8499434)

- (1) *That a funding request in the amount of \$2,200.00 plus taxes and disbursements, to a maximum of \$2,500.00, be approved under the Steveston Village Heritage Conservation Grant Program to assist with heritage conservation planning for Tasaka Barbershop at 3891 Moncton Street and disbursed in accordance with Council Policy 5900; and*
- (2) *That the proposed amendments to the Steveston Village Heritage Conservation Grant Program (Council Policy 5900) to delegate consideration of Planning Project Grants to the Director of Policy Planning, be approved.*

ADOPTED ON CONSENT



Regular Council
Monday, September 14, 2026

14. ZONING BYLAW HOUSEKEEPING AMENDMENTS

(File Ref. No. 12-8060-20-010786) (REDMS No. 8467343, 8452662, 8452663)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10786 to make housekeeping amendments be introduced and given first reading.

ADOPTED ON CONSENT

15. APPLICATION BY WAYNE FOUGERE ARCHITECTURE FOR REZONING AT 4620 & 4640 SMITH CRESCENT FROM THE “SMALL-SCALE MULTI-UNIT HOUSING (RSM/XL)” ZONE TO “TOWN HOUSING (ZT107) – SMITH CRESCENT (HAMILTON)” ZONE

(File Ref. No. 12-8060-20-010780, RZ 22-027420) (REDMS No. 8445572, 8453805, 8534115)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10780 to create the “Town Housing (ZT107) – Smith Crescent (Hamilton)” zone, and to rezone 4620 & 4640 Smith Crescent from “Small-Scale Multi-Unit Housing (RSM/XL)” to “Town Housing (ZT107) – Smith Crescent (Hamilton)”, be introduced and given first, second and third reading.

ADOPTED ON CONSENT

PUBLIC ANNOUNCEMENTS

Mayor Brodie announced:

Jamie Hudson was appointed as the Richmond School District representative to the Richmond Intercultural Advisory Committee for the remainder of the 2025-2026 term to expire on December 31, 2026;

The Dinsmore Bridge will be closed overnight for three months starting September 14, 2026, and the George Massey Tunnel will be closed overnight on September 18 and September 19, 2026, both for maintenance work; and



Regular Council
Monday, September 14, 2026

The General Local Election is on October 17, 2026, with advance voting opportunities on October 3, 7-10, 2026. Mail ballot packages are also available from September 15 until October 9, 2026.

BYLAWS FOR ADOPTION

- R26/15-6 It was moved and seconded
Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10747;
Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10766;
Inter-municipal Business License Bylaw No. 10763;
Inter-municipal Business License Bylaw No. 10764; and
Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544,
Amendment Bylaw No. 10739, be adopted.
CARRIED
- R26/15-7 It was moved and seconded
Richmond Official Community Plan Bylaw No. 7100, Amendment Bylaw
No. 10769, be adopted.
CARRIED
- R26/15-8 It was moved and seconded
Heritage Revitalization Agreement (3831 Moncton Street) Bylaw No. 10741
(HRA 23-016568), be adopted.
CARRIED
- R26/15-9 It was moved and seconded
Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw
No. 10732, be adopted.
CARRIED
Opposed: Cllr. Loo



Regular Council
Monday, September 14, 2026

DEVELOPMENT PERMIT PANEL

- R26/15-10 16. It was moved and seconded
That the minutes of the Development Permit Panel meetings held on July 29, 2026, and August 26, 2026, be received for information.

CARRIED

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

- R26/15-11 17. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on non-agenda items (7:23 p.m.).

CARRIED

Jiun-Hsien Henry Yao spoke to his submission (attached to and forming part of these minutes as Schedule 1) and expressed concerns regarding a retail vape store opening adjacent to Seedlings Early Childhood Development Hub and would like Council to review the distance between age-restricted businesses that sell age-restricted products from childcare facilities, schools, playgrounds and other child and youth serving spaces.

In reply to queries from Council, the delegate noted that he is not aware of any municipalities that have a bylaw or policy that limit age-restricted businesses to operate near childcare facilities.

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

- R26/15-12 It was moved and seconded
That the presentation from Jiun-Hsien Henry Yao regarding the Change.org petition, "Ask Richmond, BC to Keep Vape Stores Away from Child Care Centres and Youth Spaces" be referred to staff to investigate and report back.

The question on Resolution No. R26/15-12 was not called as discussion ensued with respect to the City of New Westminster's Zoning Bylaw Amendment that prohibits new vape stores opening but allows existing stores to operate.



Regular Council
Monday, September 14, 2026

The question on Resolution No. R26/15-12 was then called and it was
CARRIED.

- R26/15-13 18. It was moved and seconded
 That Committee rise and report (7:31 p.m.).

CARRIED

ADJOURNMENT

- R26/15-14 It was moved and seconded
 That the meeting adjourn (7:32 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the Regular meeting of the
Council of the City of Richmond held on
Monday, September 14, 2026.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)

From: Henry Jiun-Hsien Yao <hjhyao@gmail.com>
Sent: July 24, 2026 1:55 PM
To: MayorandCouncillors
Cc: CityClerk
Subject: Petition Submission and Delegation Request: Distance Requirements for Dedicated Vape Retailers

Follow Up Flag: Follow up
Flag Status: Completed

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

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

Dear Mayor, Councillors and City Clerk:

I am writing to formally submit my Change.org petition, "Ask Richmond, BC to Keep Vape Stores Away from Child Care Centres and Youth Spaces," and to request an opportunity to appear as a delegation before the appropriate Council standing committee.

As of July 24, 2026, the petition has received 284 signatures:

<https://www.change.org/protectkidsfromvape>

This petition arose after I learned that a dedicated vape retailer was preparing to open directly next to Seedlings Early Childhood Development Hub at 6380 No. 3 Road.

It is important to recognize that Seedlings is not simply a conventional daycare facility. It is a City-owned Early Childhood Development Hub serving infants, toddlers and children up to 12 years of age. Aspire Richmond also operates out-of-school care for children from Kindergarten through Grade 7, including before-school, after-school and full-day school-break programming. Seedlings should therefore be recognized as both a child-care facility and a facility that regularly serves school-aged children and youth.

This situation has exposed a broader policy gap. The concern is not about vilifying one business or demanding an abrupt decision against a particular operator. It is about whether dedicated vape retailers—businesses selling age-restricted products—should be permitted immediately beside facilities specifically created to serve children and youth.

I respectfully request that Council consider the following action:

That staff be directed to review and report back on regulatory options for dedicated vape retailers and other businesses selling age-restricted products, including reasonable minimum separation distances from child-care facilities, schools, playgrounds and other child- and youth-serving spaces.

In addition, I respectfully request that the City review any business licence issued or currently under consideration for the dedicated vape retailer adjacent to Seedlings ECD Hub; confirm compliance with all applicable municipal zoning, business-licensing and signage requirements; identify any relevant provincial regulatory considerations; and advise whether Seedlings' child-care and out-of-school programming was identified and considered during the review process.

Please advise which standing committee would be most appropriate for this delegation. I would also appreciate confirmation of the applicable submission deadline and any requirements for providing the petition's signature record.

Thank you for your consideration.

Sincerely,

Jiun-Hsien Henry Yao
Richmond resident
778-887-5098
[hjhyao@gmail.com/](mailto:hjhyao@gmail.com)



General Purposes Committee

Date: Monday, September 21, 2026

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Carol Day
Councillor Laura Gillanders
Councillor Kash Heed
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Michael Wolfe

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the General Purposes Committee held on September 8, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

- FUNDING CONSIDERATIONS FOR AFTER-HOURS OUTREACH AND FOOD AID DELIVERY PROGRAMS**
(File Ref. No. 08-4057-11-01) (REDMS No. 8485962)

Discussion ensued with respect to the funding options contemplated in the report.

General Purposes Committee

Monday, September 21, 2026

In response to queries from Committee, staff noted:

- Option 1 requires the applicants to submit their application through the HSS Grant Program, and Option 2, one time funding, requires the applicants to submit a proposal outlining the activities and services they intend to deliver in 2027, and they do not need to apply to the HSS Grant Program;
- Staff have met with all three organizations, Parish of St. Alban's, Refuge Church and The Salvation Army, and confirmed they plan to continue the same level of service with the current level of funding they received in 2026, have also reviewed their 2026 interim grant use reports, and confirm they have all satisfactorily met the grant reporting requirements;
- Refuge Church confirmed that following the retirement of their senior outreach worker, they continue to run the program under new leadership and continue to use food as a way to provide outreach services in 2026 as well as 2027;
- The total 2027 HSS Grant for 2027 is \$517,000, which is in accordance with Council policy to increase from the prior year to CPI, and 2% CPI was applied to the 2027 HSS Grant to derive \$517,000;
- All options of funding, including Gaming revenue, will be presented to Council for consideration;
- Operation surplus figures have not been finalized, but the projection should be approximately \$5-6 million this year; and
- Staff are recommending that a subsequent report will be brought forward after the two frameworks have been completed to inform a longer-term funding approach to these programs.

It was moved and seconded

That a report be brought forward outlining funding options for homelessness and community food access programs for 2028 and beyond, following Council's consideration of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031), as outlined in the report titled "Funding Considerations for After Hours Outreach and Food Aid Delivery Programs", dated August 24, 2026, from the General Manager, Planning and Development.

The question on the motion was not called as further discussion ensued with respect to funding options.

General Purposes Committee

Monday, September 21, 2026

In response to further queries from Committee, staff noted:

- Both the Homelessness framework and the Community Food Access framework will come forward in 2027, following which there will be a subsequent report that would outline potential sustainable funding options for 2028 and forward for Council's consideration;
- With respect to the timing of the Homelessness and the Community Food Access framework report for Council consideration, it would not be appropriate to rush any report that would lead to a permanent funding decision, but staff will make every effort to provide a comprehensive report by mid 2027, however that will not be in time for either next year's operating budget or the HSS Grant cycle; and
- Consistent with City practice, all the one-time additional levels in the operating budget always come from surplus, which would be expected should Option 2 be selected.

As a result of the discussion there was agreement from the mover, the seconder and all members present to withdraw the motion, and the motion was **WITHDRAWN**. The following motion was then introduced:

It was moved and seconded

That \$195,000 be taken out of the Rate Stabilization Account in full compensation to Parish of St. Alban's, Refuge Church and The Salvation Army instead of any HSS Grant for 2027, to substitute for the HSS Grant.

CARRIED

Opposed: Cllr. Loo

2. **RE-NAMING OF TWO CITY-OWNED CHILD CARE FACILITIES, 650-5688 HOLLYBRIDGE WAY AND 10277 RIVER DRIVE**

(File Ref. No. 07-3070-01) (REDMS No. 8471838)

A minor correction to the staff recommendation was noted.

It was moved and seconded

That the staff recommendation on the Agenda be changed to reflect the wording in the report by replacing "Children's" in recommendation (1) with "Child Care", and to replace "Development" with "Care" in recommendation (2).

CARRIED

It was moved and seconded

- (1) *That the City-owned child care facility located at 650-5688 Hollybridge Way be renamed to "Willow Child Care Centre"; and*
- (2) *That the City-owned child care facility located at 10277 River Drive be renamed to "River Run Child Care Centre."*

3.

General Purposes Committee
Monday, September 21, 2026

The question on the motion was not called as a brief discussion ensued with respect to the necessity for the name change and the name selection for the facilities.

Staff noted the previous end component of the two facility names were specific to the branding for Atira Women's Resource Society and that the intention is to maintain the original names that were approved by Council, Willow and River Run, and modify the names of the buildings to a more generic component in the event the operator were to change again in the future.

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

DEPUTY CAO'S OFFICE

3. **HOUSING AGREEMENT (AFFORDABLE HOUSING) (8520 RAILWAY AVENUE) BYLAW NO. 10789 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL HOMES AT 8520 RAILWAY AVENUE (FORMERLY 8520, 8540 & 8560 RAILWAY AVENUE) PER RZ 21-936046 AND DP 24-012854**

(File Ref. No. 08-4057-05) (REDMS No. 8477679)

It was moved and seconded

That Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes secured through Rezoning Application RZ 21-936046 and DP 24-012854.

The question on the motion was not called as a brief discussion ensued regarding the Low-end Market Rental (LEMR) household asset limit criteria.

Staff noted Council recently endorsed policy that set the \$100,000 threshold, and that they continue to review the structure of the LEMR program and the components that feed into it.

In response to a query from Committee, staff noted registration of the housing agreement is a condition prior to final adoption, and that any reconsideration or review of the asset limit would delay final adoption of the rezoning bylaw.

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

General Purposes Committee
Monday, September 21, 2026

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:00 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the meeting of the General
Purposes Committee of the Council of the
City of Richmond held on Monday,
September 21, 2026.

Mayor Malcolm D. Brodie
Chair

Lorraine Anderson
Legislative Services Associate



Planning Committee

Date: Tuesday, September 22, 2026

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Carol Day
Councillor Andy Hobbs

Also Present: Councillor Michael Wolfe

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on September 9, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY VIVID GREEN ARCHITECTURE FOR A STRATA TITLE CONVERSION AT 10551/10571 AGASSIZ COURT**
(File Ref. No. SC 26-007371) (REDMS No. 8489770)

It was moved and seconded

- (1) *That the application for a Strata Title Conversion by Vivid Green Architecture be approved on fulfillment of the following conditions:*
 - (a) *Registration of a flood indemnity covenant on Title.*
 - (b) *Payment of all City utility charges and property taxes up to and including the year 2026.*
 - (c) *Submission of appropriate plans and documents for execution by the Approving Officer within 180 days of the date of this*

Planning Committee
Tuesday, September 22, 2026

resolution.

- (d) Final inspection approval of Building Permits for previous construction without a permit at 10551/10571 Agassiz Court.*
- (2) That the City, as the Approving Authority, delegates the Approving Officer the authority to execute the strata conversion plan on behalf of the City, on the basis that the conditions set out in Recommendation 1 have been satisfied.*

CARRIED

2. **APPLICATION BY JASON LEVELTON FOR AN AGRICULTURAL LAND RESERVE NON-ADHERING RESIDENTIAL USE AT 18431 WESTMINSTER HIGHWAY**

(File Ref. No. AG 26-012236) (REDMS No. 8485804)

It was moved and seconded

That the application by Jason Levelton for an Agricultural Land Reserve Non-Adhering Residential Use to allow seasonal farm labour accommodation at 18431 Westminster Highway be forwarded to the Agricultural Land Commission.

CARRIED

3. **MANAGER'S REPORT**

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:02 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, 2026.

Councillor Bill McNulty
Chair

Raman Grewal
Legislative Services Associate



To:	General Purpose Committee	Date:	August 25, 2026
From:	John Irving Deputy Chief Administrative Officer	File:	08-4057-05/2025-Vol 01
Re:	Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 to Permit the City of Richmond to Secure Low-End Market Rental Homes at 8520 Railway Avenue (formerly 8520, 8540 & 8560 Railway Avenue) per RZ 21-936046 and DP 24-012854		

Staff Recommendation

That Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement to secure the Low-End Market Rental homes secured through Rezoning Application RZ 21-936046 and DP 24-012854.

Executive Summary

This report brings forward a Housing Agreement bylaw to secure the 50 Low-End Market Rental homes secured through RZ 21-936046 and DP 24-012854. The Housing Agreement for the Low-End Market Rental homes secures the homes for seniors at below-market rents and as rental tenure in perpetuity.

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement Bylaw No. 10789 to secure 50 Low-End Market Rental (LEMR) homes at 8520 Railway Avenue (formerly 8520, 8540 and 8560 Railway Avenue). SD Railway Homes Inc., in partnership with Richmond Kiwanis Senior Citizens Housing Society, has applied to the City to amend the Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit the development of 58 rental homes for seniors in a four-storey residential apartment building. A public hearing for the amendments was held on September 5, 2023, following which Council granted second and third readings to the amending bylaws.

Rezoning Application RZ 21-936046 secured at least 29 of the rental homes and at least 1,534 m² (16,512 ft²) as Low-End Market Rental (LEMR) homes in perpetuity. Subsequently, the associated development permit DP 24-012854 received endorsement by DP Panel on July 29, 2026, whereby the applicant committed to providing a minimum of 50 LEMR homes and 2,479 m² (26,684 ft²) as LEMR floor area.

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

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

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

Analysis

The development proposes the construction of 58 rental tenure homes for seniors of which 50 will be secured as Low-End Market Rental (LEMR) homes.

Low-End Market Rental Homes

The OCP recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community need. The minimum combined habitable floor area of the 50 LEMR homes must be at least 2,479 m² (26,684 ft²) as secured through DP 24-012854. A Housing Covenant will be used to secure the total floor area of the LEMR homes in addition to the minimum sizes, locations, and Basic Universal Housing (BUH) design requirements, as outlined in Table 1.

Approximately 92 per cent of the LEMR homes will include a BUH design, supporting the ability of tenants to age-in-place. Overall, the number, sizes and mix of LEMR homes uphold the objectives of the Affordable Housing Strategy and applicable policies of the City's OCP. The 50 LEMR homes and eight (8) market rental homes will be dispersed throughout the four-storey building. The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Table 1: Low-End Market Rental Bedroom Mix

	Number of Homes	Percentages	Basic Universal Housing (BUH)
Studio	16	32%	16 (100%)
1-Bedroom	34	68%	30 (88%)
Total	50	100%	46 (92%)

The rental rates and income thresholds that will be secured by the Housing Agreement are outlined in Table 2; please see notes under Table 2 with details regarding rent and income threshold calculations. In accordance with Council Policy 5475, being the "Low-End Market Rental Parking, Tenant Asset and Income Limit Exceedance Policy", household asset limits will be set at \$100,000 and LEMR tenant parking fees set at a fixed rate of \$75/month. Per the Policy, assets included within the asset limit calculation include stocks, bonds, term deposits, mutual funds, cash, business equity, real estate equity, and net of debt. Assets such as a registered education savings, registered retirement saving account and registered disability savings are excluded from the asset limit calculation, as are the value of any tools supporting active employment, such as farm equipment, personal effects, and bursaries or scholarships from educational institutions.

Under Section 2.2(a)(ii) of the Policy, an applicant may apply to Council for consideration of a higher asset limit. The applicant has provided a letter seeking a higher asset limit, being \$250,000 per household, inclusive of registered retirement accounts (RRSPs and RRIFs). The applicant's rationale for this request is provided in Attachment 1. Staff note that this requested limit has not been incorporated into the subject housing agreement bylaw, which has been drafted to align with the aforementioned Council Policy.

Table 2: Low-End Market Rental Home Rental Rates and Income Thresholds

Bedroom Type	Maximum Rental Rates ⁽¹⁾⁽²⁾	Income Thresholds ⁽¹⁾⁽²⁾
Studio	\$1,395	\$55,800
1-Bedroom	\$1,508	\$60,336

- (1) Maximum monthly rental rates applicable at the time of any new affordable rental home tenancy are set at 10% below the most current CMHC average market rent for the City of Richmond specific to the bedroom type. The above-listed rents are calculated using data from the October 2025 CMHC Market Rental Survey and are for reference only. Following tenancy, annual rent adjustments are limited to the maximum rent increase permitted under the Residential Tenancy Act.
- (2) The gross (before-tax) annual income of a household is used to define eligibility for an affordable rental home. Income thresholds are set at the point at which the maximum monthly rental rates, as described above (calculated on an annualized basis), equal no more than 30% of the gross annual household income. The above-listed household income thresholds are calculated using data from the October 2025 CMHC Market Rental Survey and are for reference only.

In addition to setting maximum rents, income thresholds, and asset limits, the Housing Agreement will protect tenants from limits on access to indoor and outdoor amenity areas, and the imposition of fees including amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration to ensure compliance with the terms of the Agreement. Should the owner choose to sell the LEMR homes, the Agreement requires that all the homes be maintained under single ownership.

Housing Priorities Grant Program

On November 25, 2024, Council approved an allocation of up to \$10 million to a Housing Priorities Grant Program, as one of the initiatives being advanced through the Canada Mortgage and Housing Corporation's (CMHC) Housing Accelerator Fund (HAF). Under criteria set up for Non-Profit Organizations, up to \$40,000 per affordable rental home is available in grant funding to offset City development fees, with the intention to help address financial barriers that limit the delivery of affordable housing, as per the report titled 'Establishing a Housing Priorities Grant Program', dated October 28, 2024.

At the July 28, 2025 Council Meeting, Council approved up to \$2,320,000 in HAF funding to support delivery of 58 LEMR homes across the development. As Kiwanis is currently proposing 50 LEMR homes, the organization is eligible for up to \$2 million in grant funding. A contribution agreement will be used to formalize the transaction and set out the conditions that must be met before the funding is utilized. As required under the HAF funding program, all funds must be spent by the end of 2027.

Budgetary Implications

None

Conclusion

A Housing Agreement is required to secure 50 LEMR homes at 8520 Railway Avenue (formerly 8520, 8540 & 8560 Railway Avenue) in perpetuity at rents below those found in the private market and as rental tenure in perpetuity. It is recommended that Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789 be introduced and given first, second and third readings.

Respectfully submitted,

Peter Russell, Director, Housing Office

Report Contributors

This report was prepared by Laurel Eyton, Planner 1 and reviewed by Law and Development Applications.

Endorsed by Serena Lusk, CAO

Att. 1: Richmond Kiwanis Senior Citizens Housing Society Letter



KIWANIS TOWERS **RICHMOND**

Richmond Kiwanis Senior Citizens Housing Society
100-7388 Gollner Ave, Richmond, BC, V6Y 0H4
Office Phone Number: 604-278-7772
Email: manager@richmondkiwanis.ca

August 25, 2026

City of Richmond

Housing Office
6911 No. 3 Road
Richmond, BC V6Y 2C1

Re: Railway Avenue Seniors Housing Project – Request for Adjustment to LEMR Asset Limit

Dear City of Richmond Housing Office,

Richmond Kiwanis Housing Society respectfully requests that the asset limit for Eligible Tenants of the Low-End Market Rental (LEMR) units at the Railway Avenue seniors housing development be established at **\$250,000 per household, inclusive of registered retirement savings such as RRSPs and RRIFs.**

We understand that the City's recently adopted policy establishes a \$100,000 asset limit while excluding certain registered retirement savings. Our proposed \$250,000 threshold is therefore not directly comparable to the City's \$100,000 threshold, as the Kiwanis limit would include registered retirement savings and provide a more complete measure of a household's overall financial resources.

Based on our experience operating affordable seniors housing in Richmond, we believe this approach better reflects the financial circumstances of seniors while maintaining a meaningful asset eligibility requirement.

Many seniors entering affordable housing are retired and rely primarily on fixed sources of income such as CPP, OAS and pensions. Unlike working-age households, seniors generally have limited opportunities to replenish savings once those funds have been used. Savings accumulated over a lifetime may be required for future health and dental expenses, mobility needs, home-support services, emergencies and other costs associated with aging.

A senior may therefore have relatively modest annual income while maintaining reasonable lifetime savings for long-term financial security. Having these savings does not necessarily mean that the individual has sufficient ongoing income to obtain and sustain suitable market rental housing in Richmond.

The proposed approach would also avoid potentially different outcomes based primarily on how seniors have chosen to hold their savings. Under the City's current definition, certain registered retirement savings are excluded from the asset calculation. A senior with substantial savings in an RRSP or RRIF could potentially satisfy the asset test, while another senior with considerably less total savings held outside registered plans could exceed the \$100,000 threshold.



KIWANIS TOWERS

RICHMOND

Richmond Kiwanis Senior Citizens Housing Society
100-7388 Gollner Ave, Richmond, BC, V6Y 0H4
Office Phone Number: 604-278-7772
Email: manager@richmondkiwanis.ca

Richmond Kiwanis has extensive experience administering affordable seniors housing in Richmond. **Kiwanis Towers currently applies a \$250,000 household asset limit, including registered retirement savings.** Applying the same threshold to the Railway Avenue project would provide consistency in the administration of Kiwanis' seniors housing portfolio. The property manager's review similarly identifies the \$250,000 threshold currently used at Kiwanis Towers.

Importantly, the requested asset limit would **not replace or increase the applicable LEMR income limits.** Applicants would continue to be required to satisfy the City's income eligibility requirements. Kiwanis would continue to consider applicants' overall financial circumstances and housing needs, including the relationship between income and assets, to help ensure that these affordable units serve seniors with genuine housing need.

We believe a **\$250,000 total household asset limit, inclusive of registered retirement savings,** provides an appropriate balance between maintaining meaningful eligibility requirements and recognizing that modest lifetime savings are an important source of financial security for seniors during retirement.

Given the **long-term nature of the Housing Agreement,** we would also ask the City to consider an appropriate mechanism for the asset threshold to be adjusted over time to reflect inflation. A fixed nominal threshold will become increasingly restrictive over time even where a senior household's financial circumstances have not materially changed in real terms. This could be addressed through an annual CPI adjustment or periodic review of the threshold by the City.

Richmond Kiwanis Housing Society respectfully requests that the City consider these adjustments for the Railway Avenue seniors housing development.

Thank you for your consideration.

Sincerely,

Richmond Kiwanis Housing Society

Per:

A handwritten signature in black ink, appearing to read 'Cindy Chan'.

Name: Cindy Chan

Title: President



**Housing Agreement (Affordable Housing)
(8520 Railway Avenue) Bylaw No. 10789**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 032-549-385

Lot A Section 24 Block 4 North Range 7 West New Westminster District Plan EPP146237

2. This Bylaw is cited as “**Housing Agreement (Affordable Housing) (8520 Railway Avenue) Bylaw No. 10789**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

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

Schedule A

**To Housing Agreement (Affordable Housing)
(8520 Railway Avenue) Bylaw No. 10789**

HOUSING AGREEMENT BETWEEN
SD RAILWAY HOMES INC. AND CITY OF RICHMOND

AFFORDABLE HOUSING AGREEMENT
(Section 483, *Local Government Act* (BC))

THIS AGREEMENT is dated for reference as of August 13th, 2026.

BETWEEN:

SD RAILWAY HOMES INC. (Incorporation No. BC1182996), a company duly incorporated pursuant to the laws of the Province of British Columbia having its registered office at 108 – 2688 Shell Road, Richmond, British Columbia V6X 4E1

(the “**Owner**”)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements that 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 that may be charged for housing units;
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words have the following meanings:

- (a) **“Affordable Housing Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (b) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (c) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development located or to be located on the Lands charged by this Agreement;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Assets”** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,

and exclude, in particular, the following:

- (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
- (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;
- (vi) personal effects;
- (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and

- (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (f) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (g) **“Building Permit”** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (h) **“City”** means the City of Richmond;
- (i) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) **“CMHC”** means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) **“CMHC Average Rental Rates”** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to “3 Bedroom +” shall apply;
- (l) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all tenants, as required by the OCP, any rezoning consideration applicable to the Development and the Development Permit process, including, without limitation, visitor parking, any required rental housing parking and electric vehicle charging stations, loading bays, mobility scooter parking, bicycle storage and supporting bicycle maintenance facilities, electric bicycle charging stations, outdoor amenity spaces, children’s play areas, shared garden space, meeting rooms, party rooms, fitness facilities and related access routes;
- (m) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (n) **“Daily Amount”** means \$100.00 per day as of January 1, 2026 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2026, 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;

- (o) **“Development”** means a residential development constructed or to be constructed on the Lands;
- (p) **“Development Permit”** means a development permit authorizing development on the Lands or any portion thereof and includes development permit application No. DP 24-012854;
- (q) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (r) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit or a Market Rental Housing Unit;
- (s) **“Eligible Tenant”** means a Family:
 - (i) of Seniors, including:
 - A. a live-in caregiver who is providing continuing assistance or direction to a Senior because of the Senior’s disability, illness or frailty;
 - B. a child under the age of 18, if one of the child’s caregivers is a Senior;
 - C. a person who is 19 years of age or older, if, before turning 19, that person resided with a Senior who acted as one of that person’s caregivers; or
 - D. the spouse of a Senior;
 - (ii) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - A. 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

- B. if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- C. in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive; and
- (iii) owning Assets valued at \$100,000 or less, as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any calculation by the City of the value of an Eligible Tenant's Assets in any particular year shall be final and conclusive;
- (t) **"Family"** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (u) **"GST"** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (v) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (w) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (x) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (y) **“Lands”** means certain lands and premises civically known as 8520 Railway Avenue, Richmond, BC and legally described PID: 032-549-385, Lot A Section 24 Block 4 North Range 7 West New Westminster District Plan EPP146237, may be Subdivided from time to time, and including a Building or a portion of a Building;
- (z) **“LEMR Parking, Tenant Asset and Income Exceedance Policy”** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;
- (aa) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (bb) **“LTO”** means the New Westminster Land Title Office or its successor;
- (cc) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and located or to be located on the Lands charged by this Agreement;
- (dd) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw* 7230, as may be amended or replaced from time to time;
- (ee) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ff) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (gg) **“Permitted Rent”** means:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

 - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption

status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and

- (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (hh) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (kk) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (ll) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (mm) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (nn) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit or a Market Rental Housing Unit; and
- (oo) “**Tenant**” means an occupant of an Affordable Housing Unit or a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the

Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;
 - (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:

- (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building(s) in which the Affordable Housing Units are situated, confirming that the Affordable Housing Units, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with the Development Permit, the Building Permit, and this Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units or Market Rental Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the all of the Affordable Housing Units and Market Rental Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

ARTICLE 3 DISPOSITION AND ACQUISITION OF DWELLING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit, Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit or Market Rental Housing Units to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit, a Market Rental Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit or Market Rental Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.

- 3.2 The Owner will not permit a Dwelling Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit or Market Rental Housing Unit, the following will apply:
 - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units and Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units and Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units and Market Rental Housing Units in one Building; and
 - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units or Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
 - (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:

 - (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) a statement of the total value of Assets owned by all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit;

- (iv) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (v) the number of occupants of the Affordable Housing Unit who are Seniors;
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization qualified and experienced in the management of housing units similar to the Affordable Housing Units and Market Rental Housing Units and acceptable to the City to operate and manage all of the Affordable Housing Units and Market Rental Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units and Market Rental Housing Units owned by the Owner must be managed and operated by one non-profit organization.
- Without limiting the foregoing, the non-profit organization retained pursuant to this Section 3.5 must have as one of its prime objectives the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner’s compliance with this Section 3.5.
- 3.6 If the Owner sells or transfers any Affordable Housing Units or Market Rental Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:

- (i) move-in/move-out fees;
- (ii) strata fees;
- (iii) strata property contingency reserve fees;
- (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation, mobility scooter parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
- (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
- (vi) property or similar tax;

provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure);
 - (viii) a Tenant's exclusive use of one or more Affordable Housing Parking spaces in accordance with and to the maximum amounts set out in the LEMR Parking, Tenant Asset and Income Exceedance Policy;
 - (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (x) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

- (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(s)(ii) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.7(g)(ii) of this Agreement, the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect of Section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.8 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters,

including tenant selection for the Affordable Housing Units. The parties acknowledge that the Affordable Housing Units are intended to serve as Seniors' housing and thus the forgoing obligation does not apply with respect to age or family status.

- 3.10 Notwithstanding anything to the contrary, the Owner may charge Eligible Tenants a fixed fee of no more than \$75.00 per month per an assigned vehicle parking space (excluding any parking stalls designated for accessibility parking for which no fees will be charged) or as otherwise prescribed in the LEMR Parking, Tenant Asset and Income Exceedance Policy.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw, which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on

Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.

- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.7(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for anything contrary to Section 3.7(d), including without limitation paying for the use of mobility scooter parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities. For clarity, the strata corporation may levy such bicycle storage, electric vehicle and bicycle charging stations or related facilities charges or fees on all of the other owners, tenants, any other permitted occupants or visitors of all of the strata lots in the applicable strata plan which are not Affordable Housing Units.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
 - (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.5); or

- (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount for each applicable Affordable Housing Unit to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

6.3 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing

Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and

- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
 - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
 - (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

Subject to Section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

If the Owner fails to ensure good and efficient management of the Affordable Housing Units and, as applicable, Common Amenities, as applicable, or maintain the Affordable Housing Units and, as applicable, Common Amenities as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage and maintain the Affordable Housing Units and applicable Common Amenities.

7.5 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,

personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 **Survival**

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6, will survive termination or discharge of this Agreement.

7.8 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 **City's Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or a Building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.12 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

with copies to: City Solicitor, and the Director, Housing Office,

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.13 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.14 **Severability**

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.15 **Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.16 **Sole Agreement**

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

7.17 **Further Assurance**

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.18 **Covenant Runs with the Lands**

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

7.19 **Equitable Remedies**

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.20 **No Joint Venture**

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

7.21 **Applicable Law**

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

7.22 **Deed and Contract**

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

7.23 **Joint and Several**

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

7.24 **Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

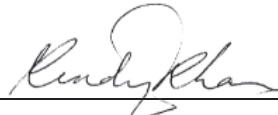
7.25 **Counterparts**

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

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

SD RAILWAY HOMES INC.

Per: 
 Name: _____
 Title: Cindy Chan, CEO

Per: _____
 Name: _____
 Title: _____

CITY OF RICHMOND

Per: _____
 Name: Malcolm D. Brodie
 Title: Mayor

Per: _____
 Name: Claudia Jesson
 Title: Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION (Affordable Housing Units)

CANADA	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the " Affordable Housing Units ") located at
	)	_____
PROVINCE OF BRITISH COLUMBIA	)	(<i>street address</i>), British Columbia, and Housing Agreement
	)	dated _____, 20____ (the " Housing
TO WIT:	)	Agreement ") between
	)	_____ and the
	)	City of Richmond (the " City ")

I, _____ (*full name*),
 of _____ (*address*) in the Province
 of British Columbia, DO SOLEMNLY DECLARE that:

1. ☐ I am the registered owner (the "**Owner**") of the Affordable Housing Units;
 or,
 ☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "**Information Table**") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

Page 1 of 2 – continued on next page...

... continued from Page 1 – Page 2 of 2

5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at

_____ in the
Province of British Columbia, Canada, this
_____ day of _____, 20____

A Notary Public and a Commissioner for taking
Affidavits in and for the Province of British
Columbia

(Signature of Declarant)

Name: _____

Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.

Appendix A to Statutory Declaration

Building Name:		Building Address:		Property Manager Name:															
Property Management Company:		Property Manager Email:		Property Manager Phone Number:															
Unit and Household Information				Income, Assets and Rent				Fees Collected (Provide details and explanation with the Statutory Declaration)											
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 19 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Total Assets*	Parking Fees	Move-in / Move-out Fees	Amenity Usage Fees	Other Tenant Fees
							3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.							
0	101	3 BR	4	No	1	2022	\$24,020	\$28,005	\$31,049	\$42,020	\$54,568	\$61,638	Yes	\$11,511.19	\$	\$	\$	\$	\$
				No			\$19,000	\$19,500	\$22,764				Yes						
				No				\$7,063	\$7,825				Yes						
				No															
1																			
2																			
5																			

Continue rows as needed.

* Further information is available in the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy" (Council Policy No. 5475)

Affordable Housing Agreement (CMHC (90%))
 8520 Railway Avenue
 Application No. DP 24-012854 (DPC#3)
 Housing Bylaw No. 10789



To: Planning Committee **Date:** September 3, 2026
From: Wayne Craig **File:** SC 26-007371
General Manager, Planning and Development
Re: **Application by Vivid Green Architecture for a Strata Title Conversion at
10551/10571 Agassiz Court**

Staff Recommendations

1. That the application for a Strata Title Conversion by Vivid Green Architecture be approved on fulfillment of the following conditions:
 - a. Registration of a flood indemnity covenant on Title.
 - b. Payment of all City utility charges and property taxes up to and including the year 2026.
 - c. Submission of appropriate plans and documents for execution by the Approving Officer within 180 days of the date of this resolution.
 - d. Final inspection approval of Building Permits for previous construction without a permit at 10551/10571 Agassiz Court.
2. That the City, as the Approving Authority, delegates the Approving Officer the authority to execute the strata conversion plan on behalf of the City, on the basis that the conditions set out in Recommendation 1 have been satisfied.

Executive Summary

The report recommends that the Strata Title Conversion of the existing owner-occupied duplex at 10551/10571 Agassiz Court be approved. The proposal retains the existing built form and complies with the subject site's OCP land use designation ("Neighbourhood Residential-Tier 1") and RSM/L zoning, and applicable City policies.

Staff Report

Origin

Vivid Green Architecture, on behalf of the owners, Durgesh Kasbekar, Sharmila Kasbekar and Kristine Sangha, has applied to the City of Richmond to facilitate a Strata Title Conversion of the existing duplex at 10551/10571 Agassiz Court, currently zoned “Small-Scale Multi-Unit Housing (RSM/L)”. The application is to formalize the separate ownership of each half of the existing duplex. A location and aerial map of the subject property are included in Attachment 1. A site survey, showing the existing duplex to remain, is included in Attachment 2.

Findings of Fact

A Development Application Data Sheet providing details about the proposal is included in Attachment 3.

Existing Housing Profile

The subject property is an owner-occupied, side-by-side duplex with a total of two dwelling units. The proposal will retain the existing housing profile and built form and includes minor building alterations as detailed in the Analysis section of this report.

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

To the North, Houses zoned “Small-Scale Multi-Unit Housing (RSM/M) and (RSM/L)”.
East and West:

To the South: A duplex zoned “Two-Unit Dwelling (RD1)”.

Existing Legal Encumbrances

There is an existing Statutory Right-of-Way (SRW) running east-to-west in the rear yard for sanitary sewer services. Encroachment into the City’s SRW is neither permitted nor proposed.

Related Policies & Studies

Official Community Plan (OCP)

The City’s OCP designates the subject property as “Neighbourhood Residential-Tier 1”. The proposal complies with this designation.

Council Policy 5042

The subject application is for a Strata Title Conversion of an existing duplex, with no rezoning required. While no rezoning is associated within the application, Council Policy 5042, “Rezoning Applications for Two-Family Housing Districts, Involving Existing Non-Conforming Two-Family Dwellings” (Attachment 4) is used to guide staff in the review of applications of this nature. A summary of this review is included in the Analysis section of this report.

Following the introduction of Small-Scale Multi-Unit Housing in the City, staff are reviewing Council Policy 5042 and will bring forward a future report to Council with recommendations on how to deal with different scenarios including:

- Duplex Strata Title Conversions including where no rezoning is required; and
- Strata Title Conversions where a new dwelling unit is being added to a lot where an existing dwelling on the lot is being retained.

Floodplain Management Implementation Strategy

The proposal 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 approval of the Strata Title Conversion.

Analysis

The subject application is to facilitate the Strata Title Conversion of an existing duplex at 10551/10571 Agassiz Court. No new buildings or structures are proposed. Existing vehicular access to each unit of the duplex is to be maintained via a single driveway on Agassiz Court. There are existing trees on the property. However, no tree removal is proposed as part of this application.

This application has been reviewed in accordance with Council Policy 5042. Based on this review, the following information is provided:

- The applicant has submitted a legal survey plan indicating that the existing duplex complies with the regulations of the RSM/L zone. There is an existing legal non-conformance related to a minor second-storey deck encroachment of approximately 0.16 metres (6.3 inches) into the required side yard (southeast) setback. The building siting was approved as part of the original Building Permit (BP) and predates the subject site's RSM/L zoning.
- Building Approvals staff conducted a site inspection on July 22, 2026. This inspection found interior and exterior alterations that had been completed without a BP, including a second-storey rear deck. The applicant has indicated their intent to apply for a BP to bring the non-permitted construction into compliance. Final inspection of this BP is a condition of Strata Title Conversion approval.
- The duplex was constructed in the early 1970s and remains generally as originally approved. A written statement has been provided by the applicant, which indicates the existing duplex is in good condition, and staff have undertaken a site visit to confirm. No new additions to the subject property are proposed as part of this application.
- Both sides of the duplex are owner-occupied. This application will have no impact on the occupancy status of each unit, with the intent to formalize the separate ownership of each half of the existing duplex.
- No off-site engineering or servicing improvements have been identified.

- The applicant has submitted a preliminary strata plan. The proposed plan meets City requirements and is in a form acceptable to the City's Approving Officer.
- The applicant is aware that Council's endorsement of the Strata Title Conversion will lapse in 180 days and has committed to meet all requirements within this time period.

Budgetary Implications

None.

Conclusion

Vivid Green Architecture has applied to the City of Richmond to facilitate a Strata Title Conversion of the existing duplex at 10551/10571 Agassiz Court, currently zoned "Small-Scale Multi-Unit Housing (RSM/L)". The application complies with the land use designations and applicable policies contained within the OCP for the subject site.

A list of strata title conversion considerations is included in Attachment 5 and has been agreed to by the applicant (signed concurrence on file).

On this basis, staff recommend that the application for Strata Title Conversion be approved.

Respectfully submitted,

Andrew Norton, Acting Director, Development

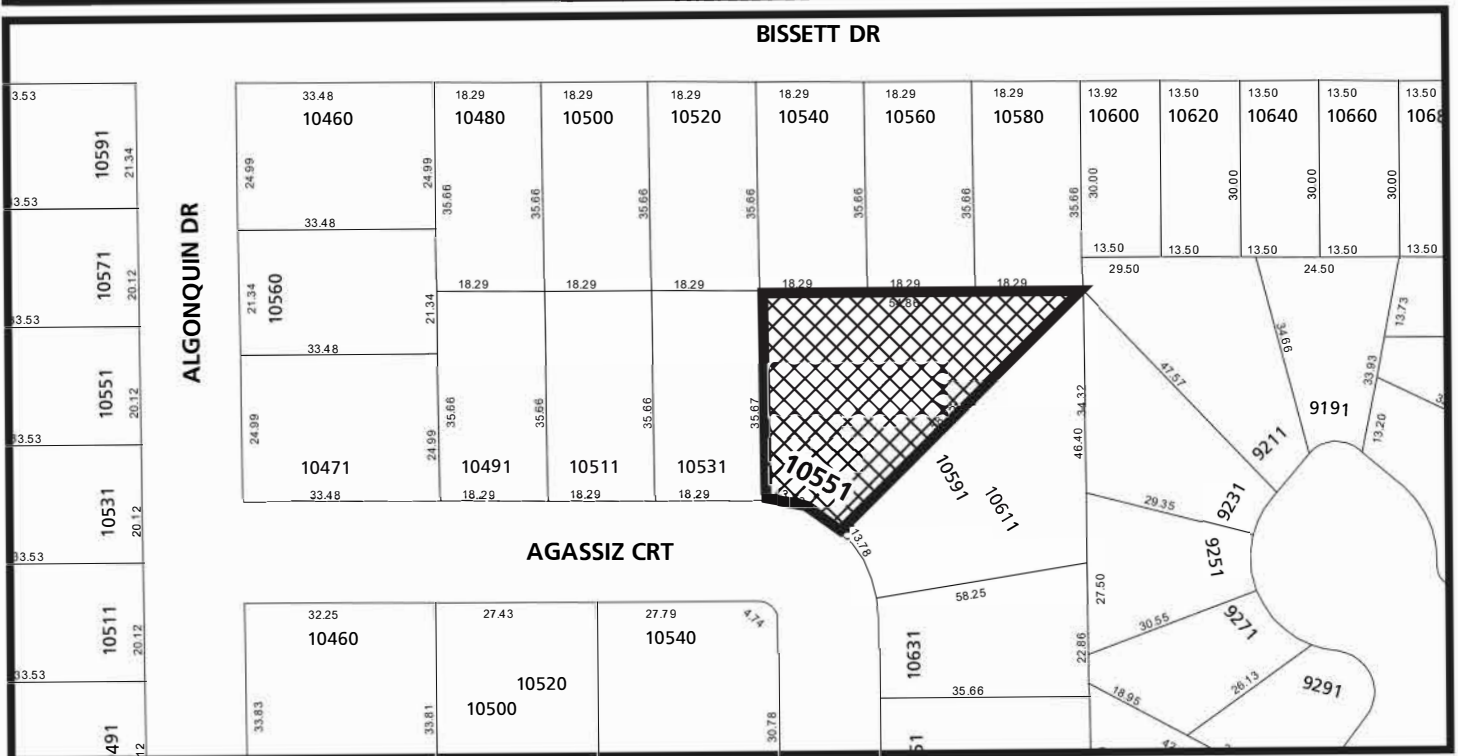
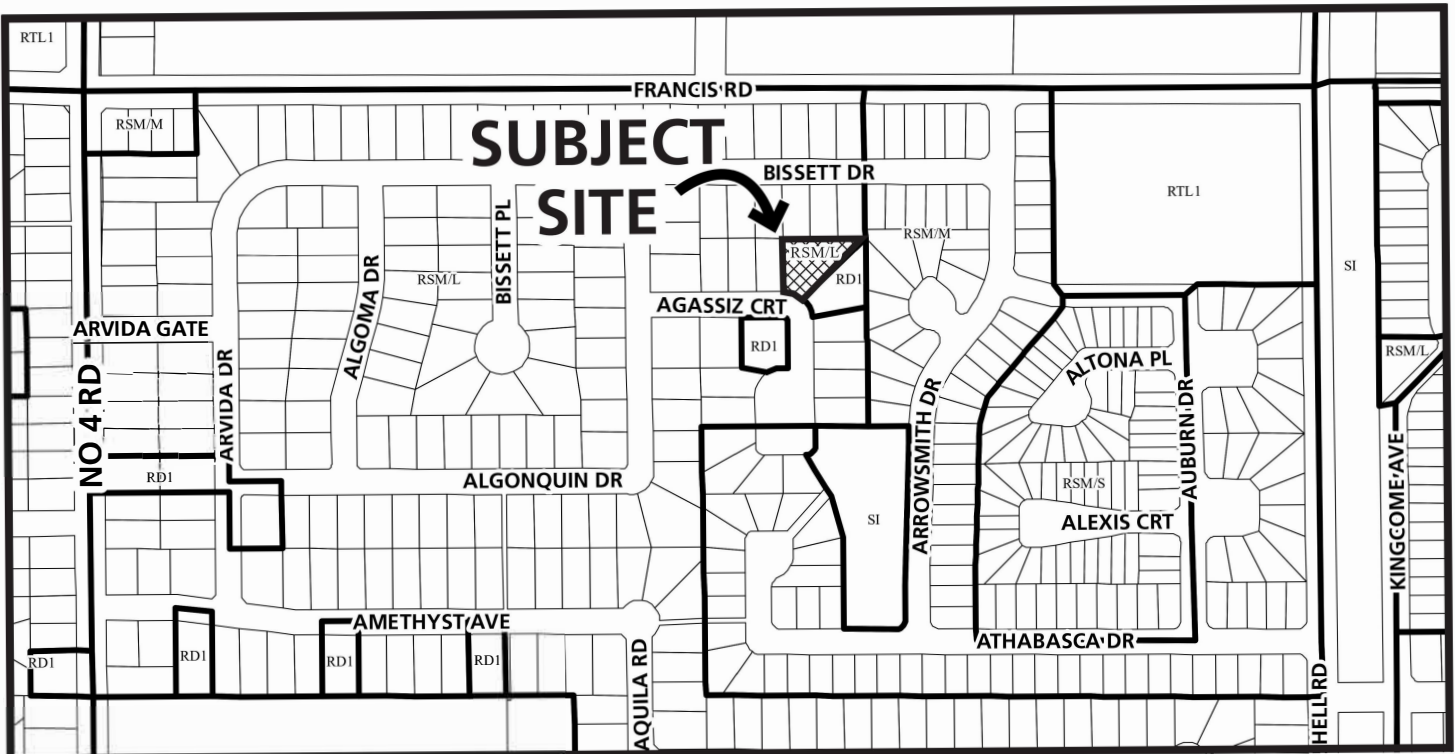
Report Contributors

This report was prepared by Mark Tennenhouse, Planning Technician.

- Att. 1: Location Map & Aerial Photograph
 2: Legal Survey Plan
 3: Development Application Data Sheet
 4: Council Policy 5042
 5: Strata Title Conversion Considerations



City of
Richmond



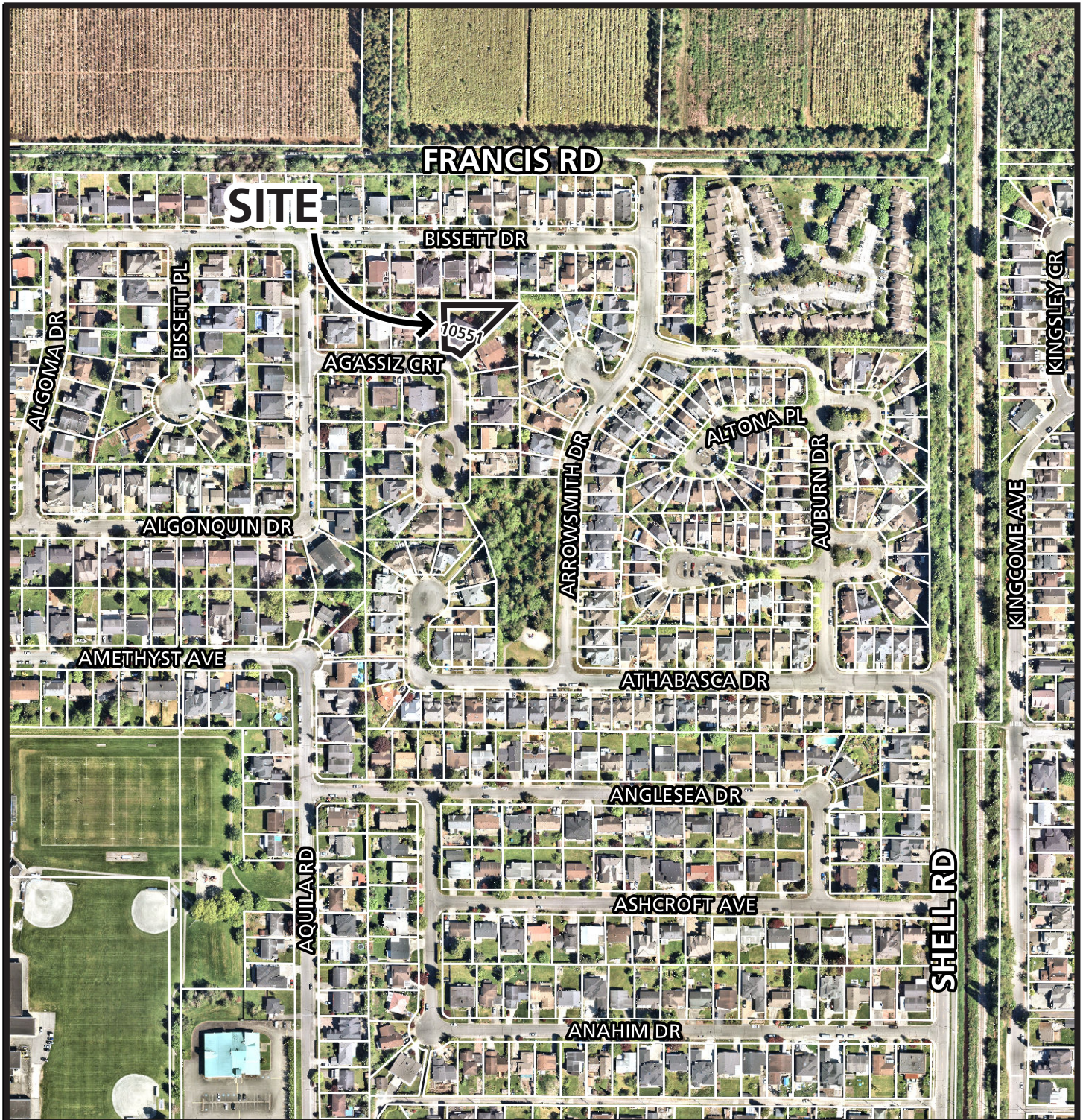
SC 26-007371

Original Date: 04/29/26
Revision Date:

Note: Dimensions are in METRES



City of Richmond



SC 26-007371

Original Date: 04/29/26
Revision Date:

Note: Dimensions are in METRES

**STRATA PLAN OF LOT 349 SECTION 26 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 44828**

SHEET 1 OF 4 SHEETS
STRATA PLAN EPS12509

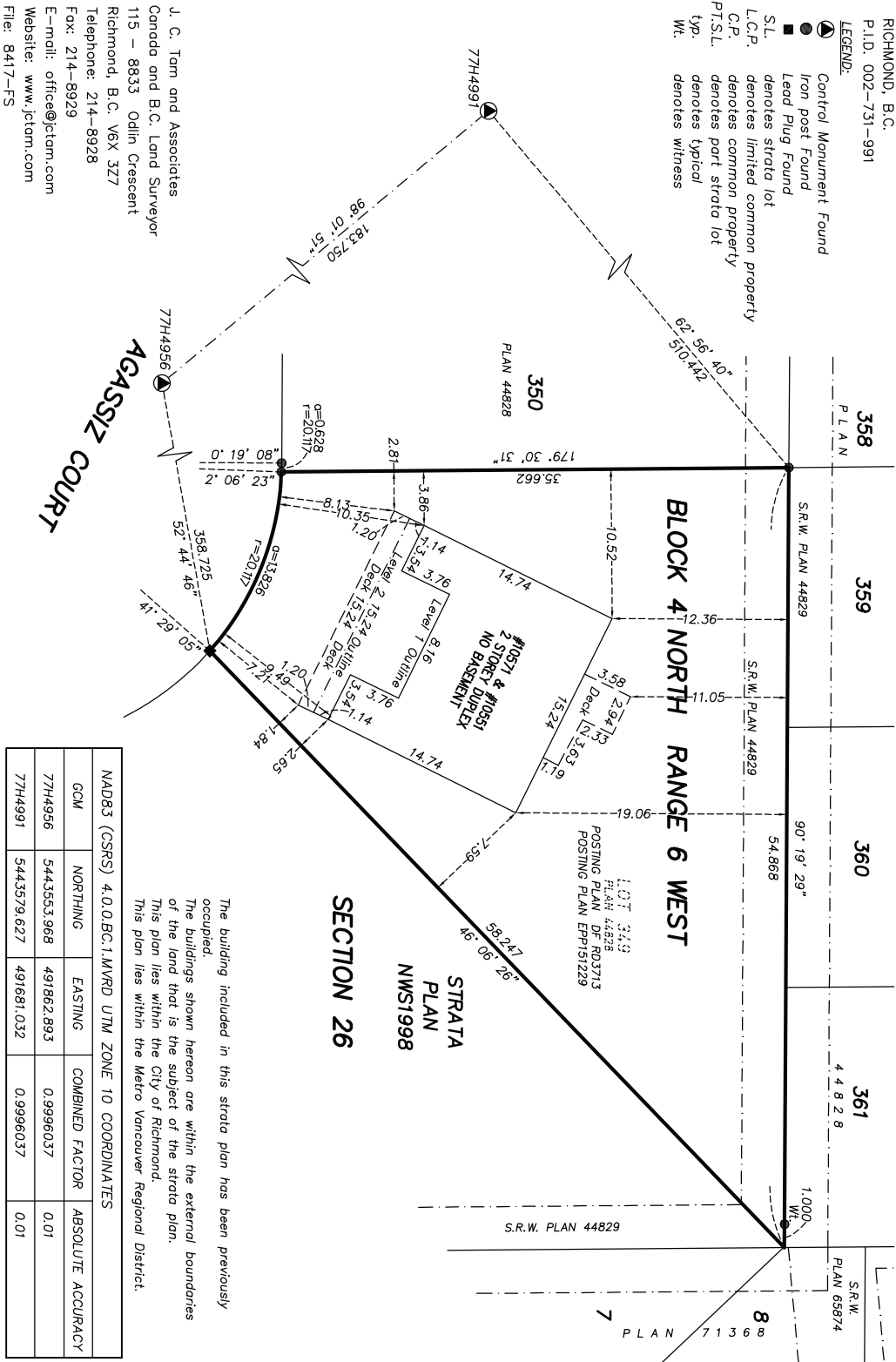
**B.C.G.S. 926.015
CITY OF RICHMOND**

#10561 AGASSIZ COURT, (STRATA LOT 1)
#10571 AGASSIZ COURT, (STRATA LOT 2)
RICHMOND, B.C.

P.I.D. 002-731-991

LEGEND:

- Control Monument Found
- Iron post Found
- Lead Plug Found
- S.L. denotes strata lot
- L.C.P. denotes limited common property
- C.P. denotes common property
- PT.S.L. denotes part strata lot
- typ. denotes typical
- Wt. denotes witness



NAD83 (CSRS) 4.0,0.BC,1.MVRD UTM ZONE 10 COORDINATES				
GCM	NORTHING	EASTING	COMBINED FACTOR	ABSOLUTE ACCURACY
77H4956	5443553.968	491862.893	0.9996037	0.01
77H4991	5443579.627	491681.032	0.9996037	0.01

The building included in this strata plan has been previously occupied.
The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan.
This plan lies within the City of Richmond.
This plan lies within the Metro Vancouver Regional District.

This plan shows one or more witness posts which are set along the production of the property boundary unless otherwise noted and are not set on the true corners.

NOTE:

All exterior L.C.P. are defined as to height by the center of the floor above or its extensions, or where there is no floor above by the average height of strata lots within the same building, unless otherwise noted.

The UTM coordinates and estimated absolute accuracy achieved are derived from the MASCO published coordinates and standard deviations for geodetic control monuments 77H4956 and 77H4991.

This plan lies within Integrated Survey Area No. 18 (Richmond), NAD83(CSRS) 4.0,0.BC,1.MVRD.

Grid bearings are derived from observations between geodetic control monuments 77H4956 and 77H4991 and are referred to the central meridian of UTM Zone 10.
This plan shows horizontal ground level distance except where otherwise specified. To compute grid distance, multiply ground-level distance by the average combined factor of 0.9996037 which has been derived from 77H4956 and 77H4991.

The field survey represented by this plan was completed on the 27th day of February, 2026.
Johnson C. Tam, B.C.L.S. 711.



SC 26-007371

Attachment 3

Address: 10551/10571 Agassiz Court

Applicant: Vivid Green Architecture

Planning Area(s): Shellmont

	Existing	Proposed
Owner:	Durgesh and Sharmila Kasbekar and Kristine Sangha	No change
Site Size (m²):	1,328 m ² (~14,294 ft ²)	No change
Land Uses:	Residential	No change
OCP Designation:	Neighbourhood Residential Tier 1	No change
Zoning:	RSM/L	No change
Number of Units:	2	No change

	Bylaw Requirement	Proposed / Existing	Variance
Floor Area Ratio:	Max 0.60 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ² (~5,000 ft ²)	Max 0.60 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ² (~5,000 ft ²)	None
Lot Coverage (% of lot area):	45%	15%	None
Lot Size:	Min: 550.0 m ² (~5,920 ft ²)	1,328 m ² (~14,294 ft ²)	None
Lot Dimensions (m):	Width: 18.0 m (~59 ft) Depth: 24.0 m (~78 ft)	Triangular Shaped Lot: Calculated Width: 34.4 m (~112 ft) Depth: 46.9 m (~153 ft)	None
Setbacks (m):	Front: Min. 6.0m (~20 ft) Rear: Min 6.0m (~20 ft) Side: Min 1.2 m (~4 ft) – 2.0 m (~7 ft)	Front: 7.2 m (~24 ft) Rear: 12.4 m (~40 ft) Side: 1.84 m (~6 ft) – 10.52 m (~35 ft)	None
Height (m):	Max: 10.0 m (~33 ft)	6.7 m (~22 ft)	None
Off-street Parking Spaces – Total:	Min: 1	4	None



POLICY 5042:

It is Council policy that:

Rezoning applications seeking a rezoning to “Two-Unit Dwellings Zone (RD1)”, involving existing non-conforming two-family dwellings, must be supported with adequate information to assist Council assess all potential impacts arising from the rezoning application in the following areas:

1. A certificate prepared by a registered B.C. Land Surveyor showing the location, dimensions, and setbacks of all buildings and structures presently on the property, together with a floor area ratio calculation is required to verify Zoning Bylaw compliance.
2. An inspection of the existing structure by City Staff is required to confirm no alterations have been made without a Building Permit.
3. The property owner shall provide a written statement on the following items:
 - a) The building’s age, quality, general conditions and any measures proposed to upgrade or alter the buildings appearance; and
 - b) The occupancy of the existing structure and what impact the proposed rezoning may have on the existing residents of the two-family dwelling.
4. Where as a result of the normal rezoning process, the public has raised concerns over the design of an existing structure or construction of a new two-family dwelling on the subject site, staff will present to Council a summary of the public concerns along with options available to address the concerns.
5. Each application shall be reviewed to determine if there are any off-site improvements required to bring the site up to City standards. Should any off-site improvements be required, such improvements are required as a condition of final adoption of a rezoning bylaw.
6. Where a Council approved 702 Single Family Lot Size Policy would permit the subject site to be subdivided, Council will be advised of the site’s future subdivision potential.
7. Rezoning applications intended to facilitate a strata title conversion of the existing structure shall be accompanied by a Strata Title Conversion Application and such application forwarded to Council concurrently with the rezoning proposal.



Strata Title Conversion Considerations

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

Address: 10551/10571 Agassiz Court

File No.: SC 26-007371

Prior to approval of a Strata Title Conversion, the developer is required to complete the following:

1. Registration of a flood indemnity covenant on title.
2. Payment of all City utility charges and property taxes up to and including the year 2026.
3. Submission of appropriate plans and documents for execution by the Approving Officer within 180 days of this resolution.
4. Final inspection approval of a Building Permit* for previous construction without a permit at 10551/10571 Agassiz Court.

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 contains 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 Concurrence on file

Signed

Date



To:	Planning Committee	Date:	September 1, 2026
From:	Wayne Craig General Manager, Planning and Development	File:	AG 26-012236
Re:	Application by Jason Levelton for an Agricultural Land Reserve Non-Adhering Residential Use at 18431 Westminster Highway		

Staff Recommendation

That the application by Jason Levelton for an Agricultural Land Reserve Non-Adhering Residential Use to allow seasonal farm labour accommodation at 18431 Westminster Highway be forwarded to the Agricultural Land Commission.

Executive Summary

Jason Levelton has applied for an Agricultural Land Reserve (ALR) Non-Adhering Residential Use (NARU) approval to formalize an existing seasonal farm labour accommodation at 18431 Westminster Highway. The 10-hectare nursery operation employs six workers through the Federal Seasonal Agricultural Worker Program to support nursery stock production. Although the subject site is zoned “Agriculture (AG3)” which permits seasonal farm labour accommodation, ALC approval is required through the NARU process to formalize the structure.

The proposal is consistent with the subject site’s “Agriculture” land use designation in the Official Community Plan (OCP) and the OCP’s Farming First Strategy, which supports seasonal farm labour accommodation that is accessory to and necessary for an active agricultural operation.

This application is substantially similar to a previous NARU application for the subject site that was approved by Council and the ALC for existing seasonal farm labour accommodation. The previous ALC approval has now lapsed and a new NARU application is required.

Staff Report

Origin

Jason Levelton (East Richmond Nurseries) has submitted an Agricultural Land Reserve (ALR) Non-Adhering Residential Use (NARU) application to allow the existing seasonal farm labour accommodation at 18431 Westminster Highway. The subject property is currently occupied by two single-family dwellings, an active farm operation, and associated farm buildings and seasonal farm labour accommodation. Council consideration is required prior to advancing the NARU application to the Agricultural Land Commission (ALC). A location map and aerial photograph are provided in Attachment 1.

Background

As part of the subject farm's participation in the Federal Government's Seasonal Agricultural Worker Program (SAWP), Richmond Fire-Rescue (RFR) inspected the existing seasonal farm labour accommodation on the subject site in 2022 to ensure it was safe for intended use. At that time, it was identified that the existing seasonal farm labour accommodation on-site required applicable ALC and City approvals, including an ALR NARU application. The applicant subsequently submitted a NARU application (AG22-009023), which was approved by Council and forwarded to the ALC. The ALC approved the application, but that approval has since lapsed, and a new NARU application is required. This application is substantially similar to the previously approved NARU application.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 2)

Related Policies & Studies

Official Community Plan/Farming First Strategy

The subject site is designated "Agriculture (AGR)" in the Official Community Plan (OCP), which includes those areas where the principal use is agriculture and food production, but may include other land uses as permitted under the *Agricultural Land Commission Act* (ALCA). The proposal is consistent with this designation.

The City's OCP and Farming First Strategy identifies that seasonal farm labour accommodation, as an additional residential use, may be considered so long as the accommodation is accessory to the principal agricultural purpose and helps to support a farm operation in the ALR. The proposal is consistent with this policy.

Food Security & Agricultural Advisory Committee

As this application is substantially similar to the previous NARU application for the existing seasonal farm labour accommodation on-site, it was not referred to the Food Security and Agricultural Advisory Committee (FSAAC), as they provided their support for the proposed use as part of the previous NARU application.

Analysis

Application to the Agricultural Land Commission

The purpose of this application to the ALC is to permit the existing seasonal farm labour accommodation on-site. As per the ALCA, agricultural land may have no more than one residence per parcel unless permitted by the Commission through a NARU application or unless certain conditions are met subject to the *Agricultural Land Reserve Use Regulations*. The subject site includes two single-family dwellings that were constructed prior to ALR regulations that limit a parcel to one residential structure and are permitted per the *Local Government Act* for non-conforming uses. This application is to seek formal approval of the existing seasonal farm labour accommodation that does not pre-date the ALCA regulations, through the NARU process.

ALC approval of the NARU application is required prior to Building Permit (BP) issuance for the structure.

Farm Operation

East Richmond Nurseries is a family-owned, 10-hectare (25-acre) farm operation at 18431 and 18531 Westminster Highway. The nursery grows trees, shrubs, perennials, and ground covers. The operation exceeds the AG3 zone's 8.09-hectare minimum farm size for seasonal farm labour accommodation. Farming has occurred on the site since the 1940s, with the current nursery established in 1987. The applicant has also provided evidence that the property is classified as a farm under the *BC Assessment Act*.

Seasonal Farm Labour Accommodation

The subject farm employs six seasonal workers through the Federal Seasonal Agricultural Worker Program. The applicant has identified that the workers are needed to support the nursery stock production.

The building used to house the farm workers is the existing barn located along Westminster Highway. The barn is approximately 400 m² (4,302 ft²) in floor area, with 105 m² (1,126 ft²) used for the purposes of accommodating the temporary farm workers. The size per worker is approximately 17.5 m² (188 ft²) of floor area. This is consistent with the City's AG3 zone, which requires a minimum floor area of 10 m² (108 ft²) per occupant. The location and photos of the seasonal farm labour accommodation are provided in Attachment 3.

Richmond Fire-Rescue (RFR) inspected the accommodations in 2022, and all deficiencies from a life and safety perspective were addressed. A Code Report has been submitted by the applicant and reviewed by the City's Building Approvals Department, which includes additional upgrades to achieve compliance, including interior improvements and new external access. A BP is required to address these upgrades and legitimize the existing seasonal farm labour accommodation. Architectural drawings showing the barn and seasonal farm labour accommodation are provided in Attachment 4. ALC approval will be required prior to issuance of a BP for the residential structure.

Heritage

The building containing the seasonal farm labour accommodation is listed on the City's Heritage Inventory (Beckwith Barn). Assets listed on the City's Heritage Inventory do not have any formal heritage protection measures. The Beckwith Barn is proposed to remain, with minor interior and exterior changes required to accommodate BC Building Code requirements (no Heritage Alteration Permit required). The building was renovated in the early 2000s; however, a number of key character-defining elements, including the gambrel roof form and the rectangular barn plan, have remained unchanged. There is an existing covenant registered on Title prohibiting demolition or exterior changes to the "Beckwith Barn" without consent from the City to ensure character-defining elements are maintained. All proposed exterior alterations would be reviewed prior to BP issuance to ensure that these character-defining elements remain.

Budgetary Implications

None

Conclusion

Jason Levelton (East Richmond Nurseries) has submitted an Agricultural Land Reserve (ALR) Non-Adhering Residential Use (NARU) application to allow the existing seasonal farm labour accommodation at 18431 Westminster Highway.

The proposal complies with applicable policies, land use designations contained in the Official Community Plan and the subject site's "Agriculture (AG3)" zoning.

On this basis, it is recommended that the ALR NARU application be forwarded to the Agricultural Land Commission.

Respectfully submitted,

Andrew Norton, Acting Director, Development

Report Contributors

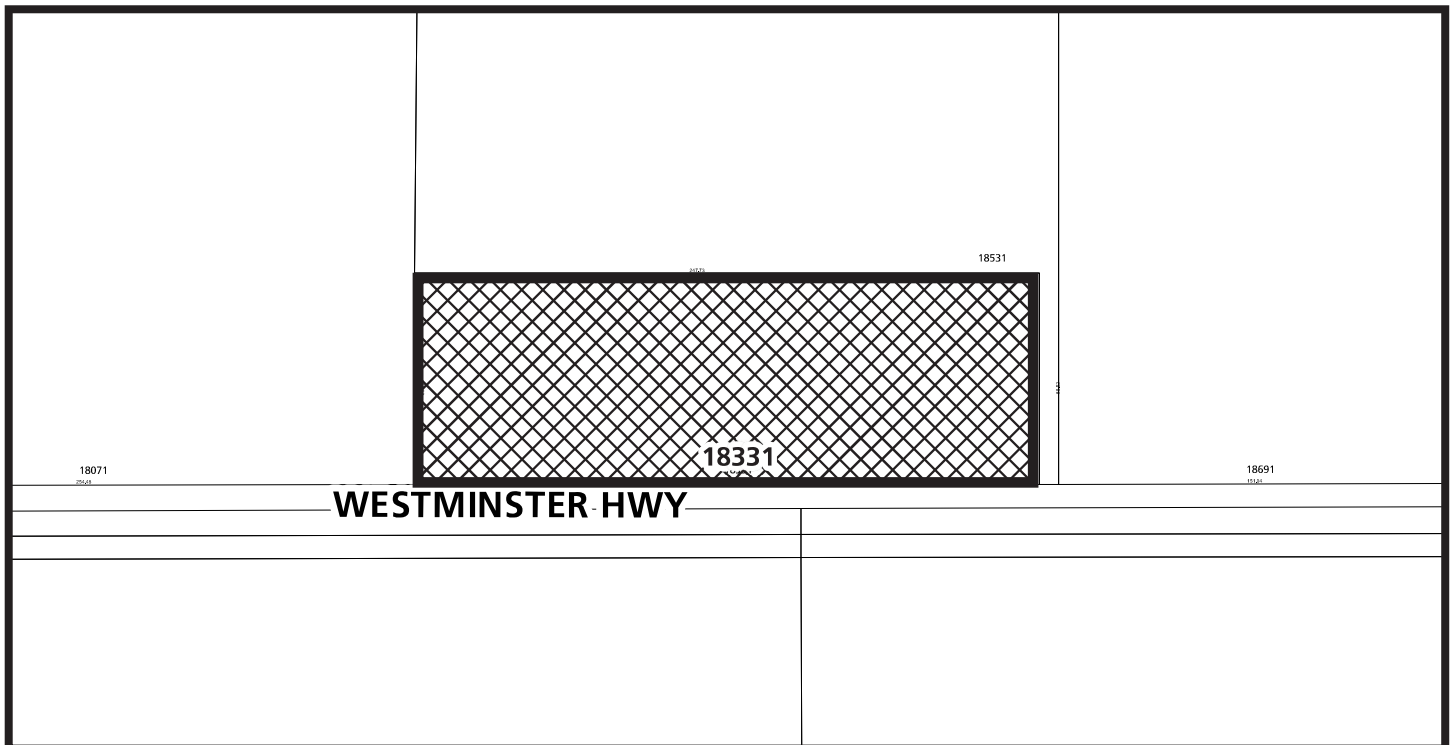
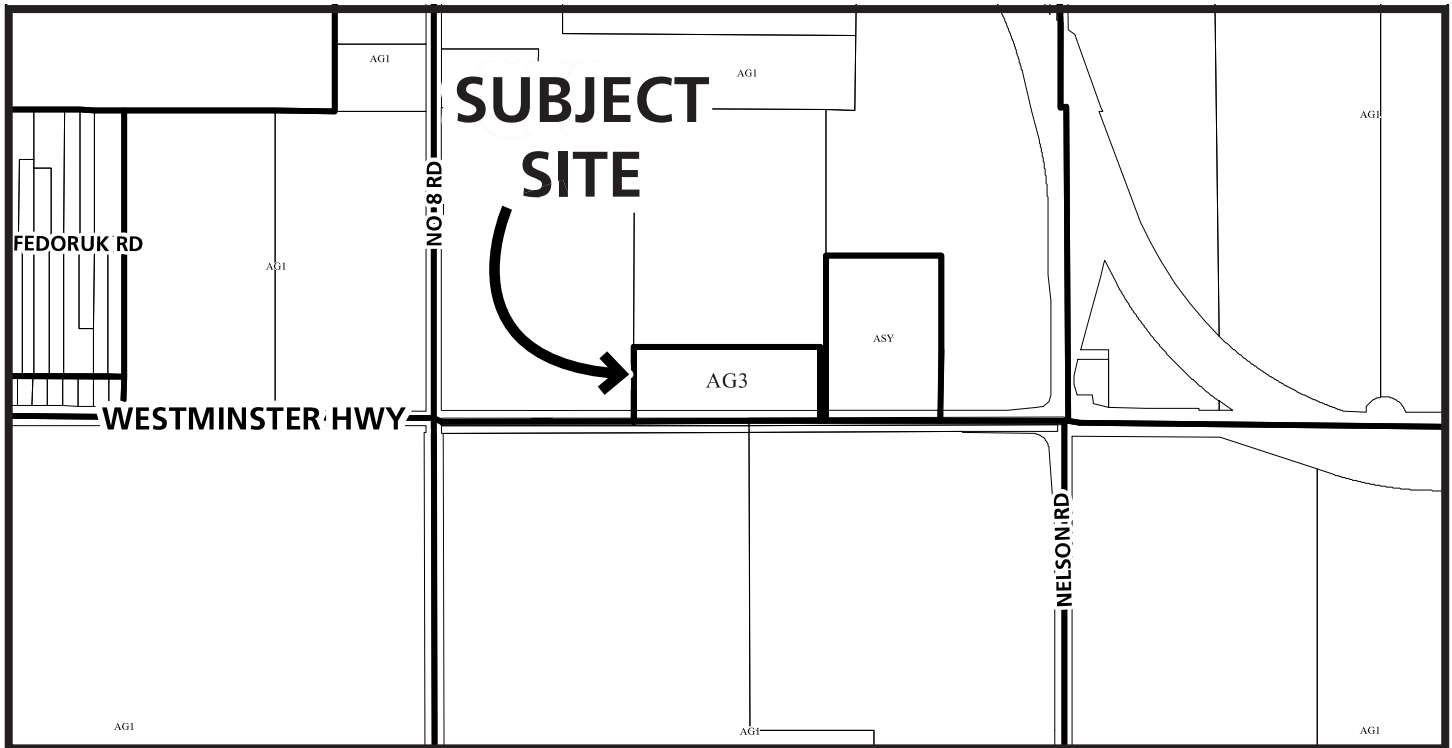
This report was prepared by James Hnatowich, Planner 1

- Att. 1: Location Map and Aerial Photo
 2: Development Application Data Sheet
 3: Location and Photos of the Seasonal Farm Labour Accommodation
 4: Architectural Drawings



City of
Richmond

ATTACHMENT 1



AG 26-012236

Original Date: 06/11/26
Revision Date:

Note: Dimensions are in METRES

CNCL - 78



City of
Richmond



AG 26-012236

Original Date: 06/11/26
Revision Date:

Note: Dimensions are in METRES



AG 26-012236

Attachment 2

Address: 18431 Westminster Highway

Applicant: Jason Levelton

Planning Area(s): East Richmond

	Existing	Proposed
Owner:	Jason Levelton	No change
Site Size:	25 acres (10 hectares)	No change
Land Uses:	Farm business and seasonal farm labour accommodation	No change
OCP Designation:	Agriculture (AGR)	No change
Zoning:	Agriculture (AG3)	No change
Other Designations:	Agricultural Land Reserve (ALR)	Non-Adhering Residential Use for seasonal farm labour accommodation

Seasonal farm labour accommodation	Bylaw Requirement	Proposed	Variance
Farm Operation Size:	Min. 8.09 ha	25 ac (10 ha)	None
Location of seasonal farm labour accommodation:	On the same lot as an existing single detached housing	Complies	None
Number of seasonal farm labour accommodation:	Max. 1	1	None
Floor Area – Building:	Max. 400 m ² (4,305 ft ²)	105 m ² (1,130 ft ²) (used for seasonal farm labour accommodation)	None
Floor Area – Occupant:	Min. 10 m ² (108 ft ²) per occupant	17.5 m ² (188 ft ²)	None
Density, setbacks, and height:	Consistent with single detached housing requirements	Complies	None



18431 Westminster Highway



Location of Seasonal
Farm Labour
Accommodation



Plan Date: 2022-04-11

Notes:
The information shown on this map is compiled from various sources and is not intended to be used for any purpose other than the general location of the property. The user is responsible for verifying the accuracy of the information shown on this map. The user is also responsible for obtaining any necessary permits or approvals from the appropriate authorities before using the information shown on this map for any purpose other than the general location of the property.

Scale: 1:500

North Arrow

0 0.25 0.5 0.75 1.0

Metres

0 0.25 0.5 0.75 1.0

Metres

0 0.25 0.5 0.75 1.0

Metres

0 0.25 0.5 0.75 1.0

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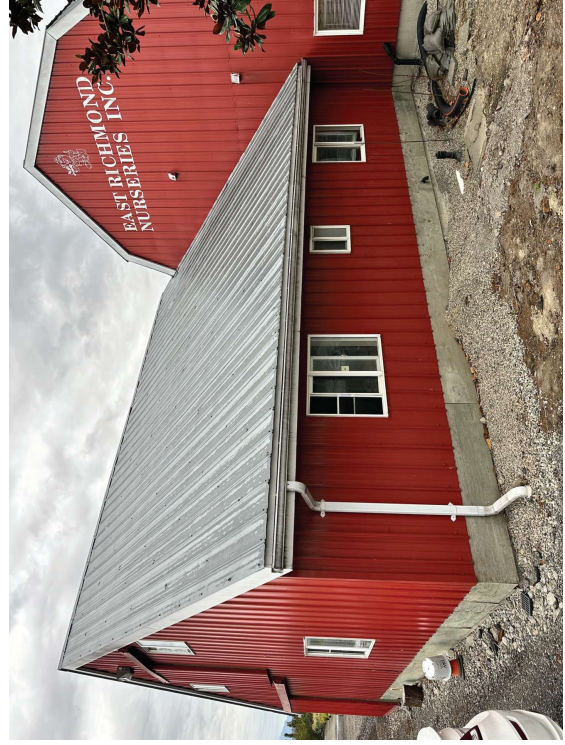
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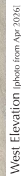
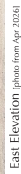
0 0.25 0.5 0.75 1.0

Metres



Photos of Seasonal Farm Labour Accommodation - 18431 Westminster Highway

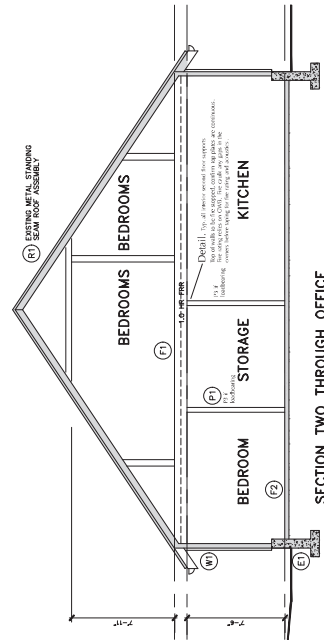
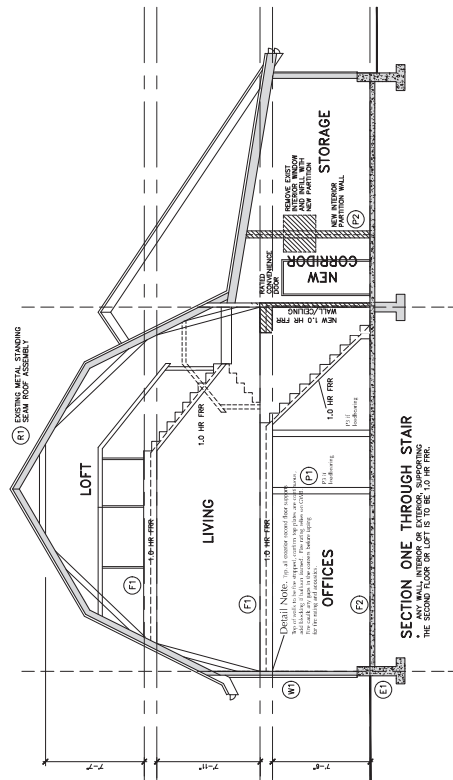




— (R1) EXISTING ROOF, unrated

- [illegible]

NOTE: ALL EXISTING/NEW EXTERIOR WT/#2 TO BE UPGRADED TO 1.0H FR. UPPER FLOOR SIDE WALLS WITHIN ROOF AREA.



East Richmond Nurseries
18431 Westminister Hwy
Richmond, BC, Canada. Earth

17 Oct 2025. Issued for BP
4 May 2026. Revised for BP
[bubbled] for BP Comments [bubbled]

Sections

A 3.00
[not to scale]



Areas of Work

revised to show siding where patched to match existing
Doors to be metal, painted black, with white frames
Soffit above doors for 1.2m on each side
shall be protected with non-combustible material

Areas of Work

Revised to show full opening windows in both upstairs bedrooms. Clear opening now 6 sq.ft., 38" above the floor, each window



Windows Openings to code

Richard A. Anderson

RICHMOND NURSERIES
19421 Westminister Hwy.

18451 Westminister Hwy
Richmond BC Canada Earth

WASHINGTON, DC: Cambridge, 1990.

17 Oct 2025. Issued for BP

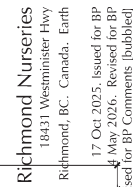
4 May 2026. Revised for BP
used for BP Comments [shuffled]

Percentage change in 1991-2000

□

A 2 00

$$1/8'' = 1^0 - 0'' \text{ [when printed at } 1 \times 1 \text{]} \quad \lambda = 0.00$$



Existing Floor Plans
[Ground + Second]

A 1.00

$$1/8'' = 1^{\circ} - 0''' \text{ [when printed at } 11 \times 17]$$



To: Planning Committee

Date: August 24, 2026

From: Wayne Craig
General Manager, Planning and Development

File: RZ 23-035646

Re: **Application by Kei Canada Willett Development Ltd. for Rezoning at 23160, 23180, 23200 and 23220 Willett Avenue from the “Small-Scale Multi-Unit Housing (RSM/XL)” Zone to “Town Housing (ZT108) – Willett Avenue (Hamilton)” Zone**

Staff Recommendations

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10795 to create the “Town Housing (ZT108) – Willett Avenue (Hamilton)” zone, be introduced and given first, second and third reading; and
2. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10796 to rezone 23160, 23180, 23200 and 23220 Willett Avenue from “Small-Scale Multi-Unit Housing (RSM/XL)” zone to “Town Housing (ZT108) – Willett Avenue (Hamilton)” zone, be introduced and given first, second and third reading.

Executive Summary

This application proposes to rezone 23160 – 23220 Willett Avenue to a new townhouse zone, ZT108, to facilitate a 33-unit townhouse development. Four convertible units and four secondary suites are proposed to be incorporated into the development.

The proposal is consistent with the Official Community Plan and the Hamilton Area Plan. The subject application secures commitments to provide frontage improvements, utility upgrades, a new north-south publicly accessible stroll way and contributions to affordable housing and to community amenities in the Hamilton area.

Staff Report

Origin

Kei Canada Willett Development Ltd. (Directors: Allan Cheng and Maggie Hon) has applied to the City of Richmond for permission to rezone the properties at 23160, 23180, 23200 and 23220 Willett Avenue from the “Small-Scale Multi-Unit Housing (RSM/XL)” zone to the “Town Housing (ZT108) – Willett Avenue (Hamilton)” zone, in order to permit the development of 33 townhouse units with vehicle access from Willett Avenue. A location map and aerial photograph are provided in Attachment 1.

A Development Permit (DP) application is required to further address the form and character of the proposed townhouse development. Conceptual development plans are provided for reference in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject properties each contain a single-family dwelling. All dwellings are currently vacant and are proposed to be demolished.

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

- To the North: Across Willett Avenue, the Hamilton VLA Park and single-family dwellings with frontage on Willett Avenue. The park is on property zoned “School & Institutional Use (SI)” and is designed for park use under the Hamilton Area Plan. The residential homes are located on properties zoned “Small-Scale Multi-Unit Housing (RSM/XL)” and designated for “Neighbourhood Residential (Stacked Townhouse 1.00 Floor Area Ratio (FAR))”.
- To the South: Single-family dwellings on lots fronting Smith Crescent or Westminster Highway, zoned “Small-Scale Multi-Unit Housing (RSM/XL)” and designated for “Neighbourhood Residential (Stacked Townhouse 1.00 FAR)”. A proposed rezoning application (RZ 22-027309) has been received to facilitate the development of 61 townhouse units. The rezoning application is currently under staff review and will be presented to Committee in a future meeting.
- To the East and West: Single-family dwellings on lots zoned “Small-Scale Multi-Unit Housing (RSM/XL)” and designated for “Neighbourhood Residential (Stacked Townhouse 1.00 FAR)” in the Hamilton Area Plan, with frontage on Smith Crescent or Westminster Avenue.

Related Policies & Studies

Official Community Plan/Hamilton Area Plan

The subject site is designated as "Neighbourhood Residential Tier 2" in the Official Community Plan (OCP) and as "Neighbourhood Residential (Stacked Townhouse 1.00 FAR)" in the Hamilton Area Plan (Attachment 4). The FAR referenced in the Hamilton Area Plan land use designation is the intended maximum density, inclusive of bonus density associated with the Affordable Housing Strategy and Hamilton Area Plan amenity contributions. The proposed rezoning is generally consistent with these designations.

The proposed site assembly creates a 4,322 m² (46,522 ft²) lot that meets the minimum lot area set out in the Hamilton Area Plan; however, the proposal leaves two properties to the east at 4511 and 4551 Smith Crescent and three to the west at 23100 Willett Avenue, 23200 Westminster Highway and 23182 Westminster Highway outside of the subject assembly. Staff are supportive of the application for the following reasons:

- The applicant has submitted documentation (copies on file) demonstrating efforts to acquire the two properties to the east and two properties to west to facilitate a larger assembly but was rejected by the neighbouring owners.
- Staff have encouraged the applicant of a separate rezoning application adjacent to the subject site (RZ 22-027309) to pursue the inclusion and planning of 23160 Westminster Highway in their proposed development, which may be presented to Committee at a future meeting.
- Given their size and configuration, the three lots to the west have the potential to redevelop together in the future with shared vehicle access through the subject site.
- To support future redevelopment of the adjacent sites to the east and west, a Statutory Right-of-Way (SRW) permitting Public Right-of-Passage (PROP) will be secured over the entire internal drive aisle prior to final adoption of the rezoning bylaw.
- The applicant has submitted a preliminary development concept plans (copy on file) to demonstrate how the properties to the east and west could be redeveloped, consistent with the OCP and Hamilton Area Plan.

The Hamilton Area Plan includes objectives to improve non-motorized transportation options in the neighbourhood to better connect residents with parks and amenities. The proposed development includes the provision of a new north-south pedestrian connection which will ultimately connect to Gilley Avenue in the future.

Prior to final adoption of the rezoning bylaw, the application proposes to provide a \$304,701.00 contribution to the Hamilton Amenity Fund, consistent with the Hamilton Area Plan.

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 covenant on Title is required prior to final adoption of the rezoning bylaw.

Ministry of Transportation and Transit Approval

As the subject site is within 800 m of an access to a provincially controlled highway, this redevelopment proposal has been referred to the Ministry of Transportation and Transit (MOTT). Preliminary approval has been received from MOTT, and formal approval is required prior to final adoption of the rezoning bylaw.

Public Consultation

In accordance with the City's Early Public Notification Policy No. 1316, notice of the development proposal was provided to residents within 100 m of the subject site. In addition, a rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the early public notification or placement of the rezoning sign on the property.

Bill 44 prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning meets the conditions established in Bill 44 and is consistent with the OCP. Accordingly, City Council may not hold a Public Hearing on the subject rezoning application.

Analysis

Built Form and Architectural Character

The proposal is for a total of 33 townhouse units. 20 townhouse units are contained within two three-storey buildings over the garage fronting Willett Avenue, and 13 units are proposed within two two-storey buildings over the garage at the rear of the site. Four of the townhouse units are proposed to include a secondary suite.

Bisecting the subject site is a 6 m wide north-south stroll way. The site plan and massing generally conform to the DP Guidelines contained in the OCP and Hamilton Area Plan.

Living space is not permitted on the ground floor due to the flood construction level in the Hamilton neighbourhood (3.5 m GSC). No indoor habitable space is proposed at grade, with the exception of small foyers and areas for vertical circulation. Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on Title restricting conversion of any garage or ground area to habitable space.

Proposed Site-Specific Zone

The applicant proposes to create a new "Town Housing (ZT108) - Willett Avenue (Hamilton)" zone, which permits a maximum density of "1.0" with parking and side yard setback provisions that respond to the proposed development's site plan, unit mix, and stroll way. The proposed zone is consistent with the Area Plan and supports its objective of facilitating pedestrian-oriented, high-density townhouse development in the area. The proposed zone may also be applied to similar future development in the Hamilton Area through future rezoning applications on a case-by-case basis.

Staff support the proposed density, building height, setbacks and parking of this new zone based on the following:

- The provision of a public stroll way through the subject site supports the future pedestrian network envisioned in the Hamilton Area Plan.
- The proposed setback aligns with the guidelines in the Hamilton Area Plan (minimum of 3.0 m (approximately 10 ft.) along street frontages).
- The proposal to construct townhouses is consistent with development in the area and with what was envisioned in the Area Plan.
- The applicant's proposal of four secondary suites and smaller stacked one-bedroom units contributes to a more diverse housing supply and creates additional housing opportunities within the neighbourhood.

Housing Type and Tenure

The proposed development is a market townhouse development. Secondary suites are proposed in four of the townhouse units. Prior to rezoning bylaw adoption, registration of a legal agreement on Title is required to ensure that no final Building Permit (BP) inspection is granted until four secondary suites are constructed in accordance with BC Building Codes and the City's Zoning Bylaw and to prohibit the secondary suites from being stratified in the future.

Consistent with the OCP guidelines regarding accessible housing, the applicant proposes to provide four convertible units and aging-in-place features (e.g. stairwell handrails, lever-type handles and solid blocking in washroom walls for future grab bar installation) in all units.

Consistent with OCP policy respecting townhouse and multiple family housing development projects, and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

Affordable Housing Strategy

The City's Affordable Housing Strategy (AHS) seeks contributions to the Affordable Housing Reserve Fund (AHRF) when considering rezoning applications with 60 or fewer dwelling units. The applicant proposes to submit a voluntary contribution to the AHRF in the amount of \$12.00 per buildable square foot (for townhouse developments outside of the City Centre Area Plan) for a total contribution of \$558,264.00 prior to rezoning bylaw adoption.

Market Rental Housing Policy

The City's OCP includes a policy framework for the provision of market rental housing. For townhouse developments with five or more units, contributions are sought to the AHRF. The contribution rate for townhouse developments is \$3.09 per buildable square foot. In accordance with the market rental housing policies in the OCP, the applicant proposes a voluntary contribution in the amount of \$143,752.98 prior to rezoning bylaw adoption.

Transportation and Site Access

Vehicle access is proposed from Willett Avenue in the middle of the site. Prior to rezoning bylaw adoption, the applicant must register a SRW for PROP over the entire drive aisle to enable access to the properties to the east and west should they redevelop in the future.

Pedestrian access to street-fronting townhouse units is provided through shared stairs connecting to the public sidewalk along Willett Avenue. Internal townhouse units are accessed from the drive aisle.

The proposed on-site vehicle and bicycle parking generally complies with the Zoning Bylaw and includes:

- A total of 56 resident parking spaces, with 82 per cent of the spaces in a tandem arrangement.
- Six visitor parking spaces, two of which are accessibly sized.
- 56 resident bicycle parking (Class 1) spaces.
- Seven visitor bicycle parking (Class 2) spaces, located by the site's vehicle access point and mailbox area.

The visitor parking provisions are consistent with the Zoning Bylaw parking requirements, subject to the provision of a Transportation Demand Management (TDM) measure. The applicant is proposing to provide a new pedestrian crosswalk over Willett Avenue to connect the proposed stroll way to the Hamilton VLA Park, which is to be designed and constructed as part of the required Servicing Agreement (SA).

Consistent with the Area Plan, the proposed development will provide a 6.0 m (20 ft.) wide stroll way on-site which will ultimately connect to Gilley Road in the future. The stroll way will include a 3.0 m wide pedestrian path and landscaped boulevards on either side in addition to lighting and wayfinding signage. Detailed design will be further refined at the DP and SA stage. Prior to rezoning adoption, the stroll way is to be secured as an SRW for PROP.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 13 bylaw-sized trees on the subject property, six trees on neighbouring properties and three street trees on City property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

- One redwood tree located on site (tag# 5) is in good condition and should be protected and retained.
- One cedar tree on site (tag# 4) is in good condition, classified as significant (108 cm), and is identified to be protected and retained.

- 11 trees (tag# 3, 6, 8, 9, 10, 11, 13, 14, 20, 21 and 24) on site are identified to be in good to moderate condition and in conflict with the proposed development and required grading works. Removal and replacement are recommended.
- Three trees and one hedge on City property (tag# C1, C2, C7, and H25) along the Willett Avenue frontage are in good condition; however, are in conflict with the proposed grading and frontage improvement works. Removal of the trees together with a compensation of \$4,608.00 is recommended.
- Six trees (tag# A12, A15, A16, A17, A18 and A19), located on adjacent neighbouring properties to the east and south, are identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- Replacement trees should be specified at 2:1 ratio as per the OCP (Minimum 4 m high conifer or 8 cm caliper deciduous).

Tree Replacement

The applicant wishes to remove 11 on-site trees (tag# 3, 6, 8, 9, 10, 11, 13, 14, 20, 21 and 24). As per the Tree Protection Bylaw No. 8507, the 2:1 replacement ratio would require a total of 22 replacement trees at the following minimum sizes.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
22	8 cm	4 m

The applicant's preliminary Landscape Plan identifies the proposed planting of 24 replacement trees on the subject site. Additionally, the applicant is proposing to provide 20 smaller-sized trees on site as part of the overall landscape design. At DP stage, staff will work with the applicant to finalize planting and secure the proposed landscaping.

Tree Protection

Six trees (tag# A12, A15, A16, A17, A18 and A19) on neighbouring properties to the east and to the south are to be retained and protected. The applicant is committed to retaining and protecting two trees (tag# 5 and 4) on-site. A tree protection plan showing the trees to be retained and the measures taken to protect them during the development stage has been submitted (Attachment 5). To ensure that the trees identified for retention are protected at the development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a Tree Survival Security in the amount of \$30,000.00 to ensure that the two on-site trees identified for retention will be protected.
- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

- Prior to demolition of the existing dwellings on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site and remain in place until construction and landscaping on-site is completed.

Townhouse Energy Efficiency and Renewable Energy

Consistent with the City's Energy Step Code requirements, the applicant has confirmed that the applicable Energy Step Code performance targets have been considered in the proposed design. The proposed development is anticipated to achieve Step 3 of the Energy Step Code with EL-4 for Buildings 2 and 3 (three-storey townhouses) and Step 4 with EL-2 for Buildings 1 and 4 (four-storey townhouses). Further details on how the proposal will meet this commitment, including a confirmation letter from a Registered Professional, will be reviewed as part of the DP and BP application review process.

Public Art

The applicant has agreed to provide a voluntary contribution to the City's Public Art Reserve Fund of \$50,243.76 for City-wide projects on City lands. This is calculated based on the maximum buildable residential floor area of approximately 4,322 m² (46,522 ft²) and the 2026 Public Art contribution rate of \$1.08/ft². The contribution is required to be submitted prior to rezoning bylaw adoption consistent with the City's Public Art Policy.

Common Amenity Space

Based on preliminary design, the total area of outdoor amenity proposed is 205 m² (2,210 ft²), exceeding the OCP Guidelines which require 198 m² (2,131 ft²). The outdoor amenity area is proposed to be located at the southwest corner of the subject site and incorporates two retained trees.

Consistent with the OCP Development Permit Guidelines for multi-family development, the applicant has opted to provide a voluntary contribution to the City's Leisure Facilities Reserve Fund in the amount of \$108,590.00 in lieu of providing common indoor amenity space on-site. The applicant is required to provide this prior to rezoning bylaw adoption.

Sustainability

Consistent with the City's Energy Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance target has been considered in the proposed design. The proposal is anticipated to achieve Step 3 + EL-4 of the Energy Step Code.

An energy efficiency report from a registered professional is required to be submitted as part of the DP application prior to this project advancing to a DP Panel meeting to demonstrate compliance with the City's Energy Step Code requirements. This will be further reviewed for compliance at the BP stage.

Site Servicing and Frontage Improvements

Prior to rezoning bylaw adoption, the applicant is required to enter into a SA for the design and construction of the following, including but not limited to:

- Watermain and sanitary sewer upgrades and new utility service connections;

- Filling in of the ditch fronting Willett Avenue to accommodate the installation of the new storm sewer and frontage improvements;
- Frontage improvements along the Willett Avenue frontage, including a new sidewalk, landscaped boulevard and street parking;
- Frontage improvements along the Hamilton VLA Park including new sidewalk and landscaped boulevard; and
- New 6.0 m stroll way bisecting the subject site. The stroll way is to include landscaping, lighting and wayfinding signage.

Development Permit Application

Prior to final adoption of the rezoning bylaw, a DP application is required to be processed to a satisfactory level. Through the DP, the following items are to be further examined:

- Compliance with DP Guidelines for multi-family projects in the OCP;
- Future review of environmental sustainability features to be incorporated into the project and confirmation of compliance with the applicable Energy Step Code;
- Refinement of landscaping, including the number, species and size of replacement trees and additional planting opportunities;
- Review of the development's form and character, including the proposed exterior building materials and colour palette; and
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.

Additional items may be identified as part of the DP application review process.

Budgetary Implications

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, streetlights, street trees and traffic signals).

Conclusion

This application is to create a site-specific zone, "Town Housing (ZT108) – Willett Avenue (Hamilton)" and rezone the properties at 23160, 23180, 23200 and 23220 Willett Avenue from the "Small Scale Multi-Unit Housing (RSM/XL)" zone to a site-specific "Town Housing (ZT108) – Willett Avenue (Hamilton)" zone, in order to permit the development of 33 townhouse units.

The subject rezoning application complies with the OCP land use designation and applicable policies for the subject site. Further design review will be undertaken as part of the DP application review process.

A list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10795 and Amendment Bylaw 10796 be introduced and given first, second and third reading.

Respectfully submitted,

Joshua Reis, Director, Development

Report Contributors

This report was prepared by Ashley Kwan, Planner 1 and reviewed by Arts, Culture and Heritage Services, Parks Services, Housing Office, Engineering and Transportation.

- Att. 1: Location Map
 2: Conceptual Development Plans
 3: Development Application Data Sheet
 4: Hamilton Area Plan
 5: Tree Management Plan
 6: Rezoning Considerations



City of Richmond



RZ 23-035646

Original Date: 01/24/24

Revision Date: 01/29/24

Note: Dimensions are in METRES

CNCL - 97

REZONING APPLICATION
DECEMBER 02, 2024

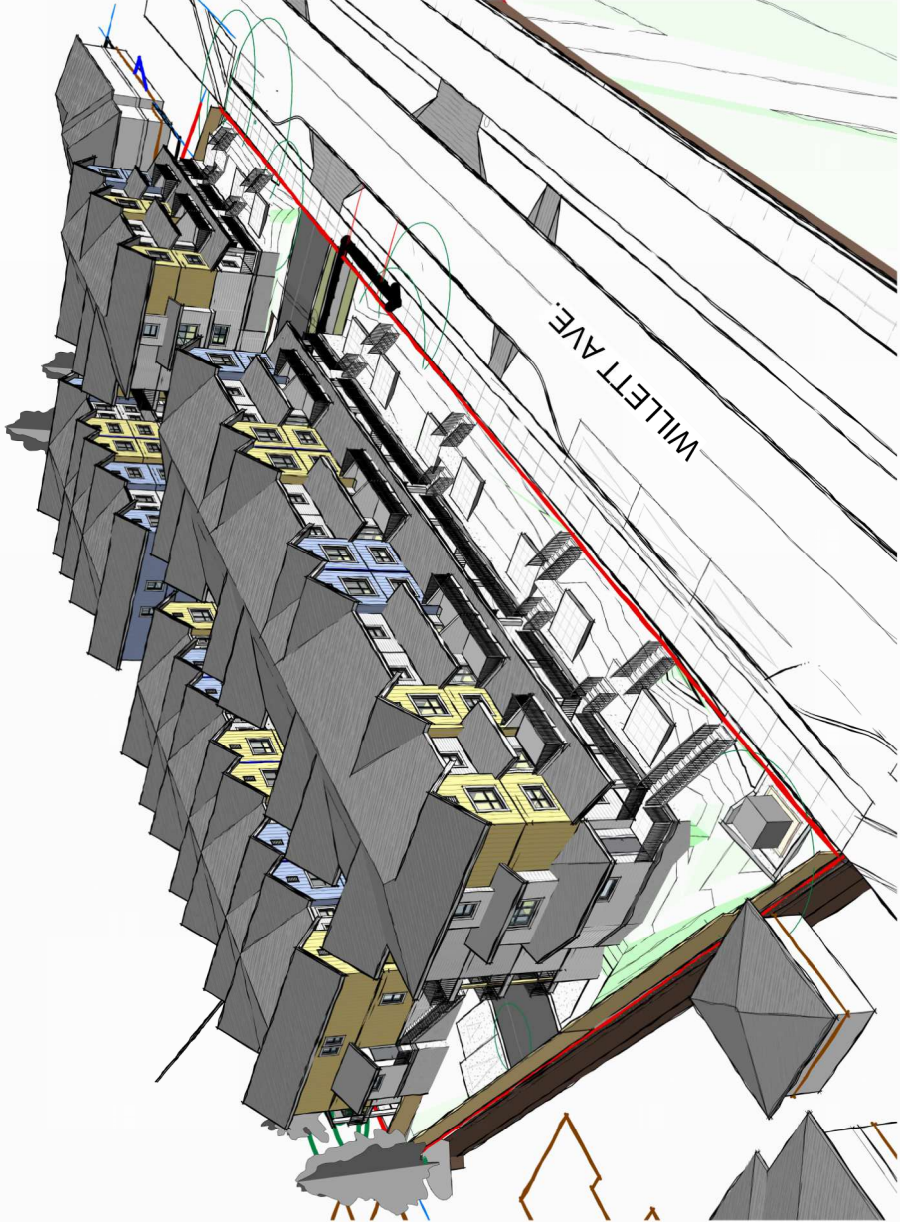
**PROPOSED 33-UNIT
TOWNHOUSE DEVELOPMENT**

23160, 23180, 23200 & 23220
WILLETT AVENUE, RICHMOND BC

RZ 23-035646



KEY PLAN



VIEW 1: 23100 WILLETT AVE.



VIEW 2: 23137, 23171 & 23177 WILLETT AVE.



VIEW 3: 4511 SMITH CRESCENT



VIEW 4: HAMILTON VLA PARK

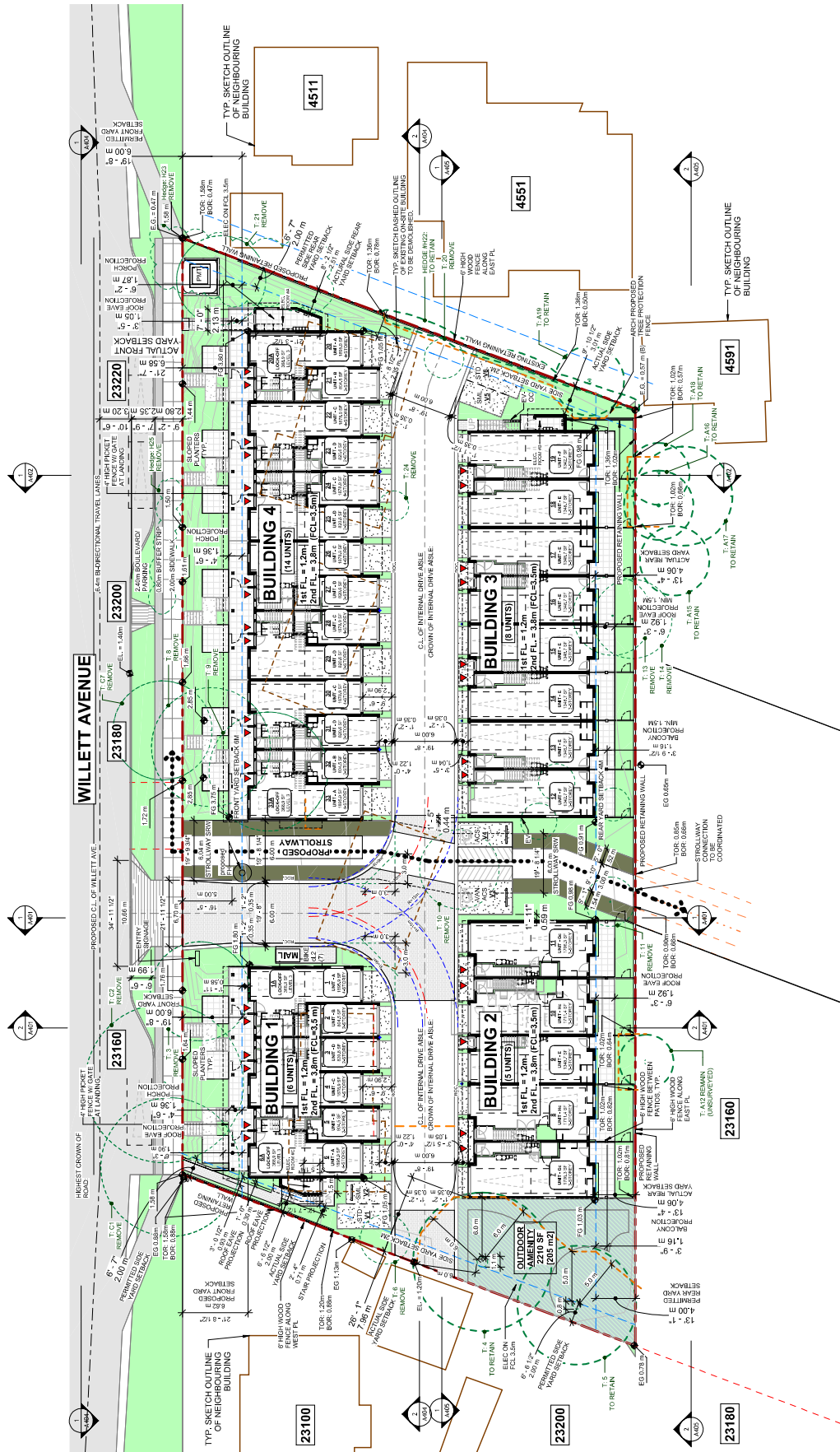
REVISIONS:	
JUL 24, 2024	R24 RE SUBMISSION
FEB 01, 2024	R23 RE SUBMISSION
DEC 02, 2024	R22 RE SUBMISSION
APR 23, 2024	COORDINATION
DEC 20, 2023	REZONING APPLICATION
CONSULTANTS:	

INTERFACEDATA INC. 15000 Cambie Road Richmond BC V6X 3Z5
T 604 821 1162 F 604 821 1163
www.interface-architecture.com

PROJECT:
PROPOSED 33-UNIT
DEVELOPMENT
23160, 23200,
23180, 23220,
RICHMOND B.C.
PROJECT NO.:
2316WILL
SCALE:
As indicated
DATE:
FEB 02, 2024
DRAWN BY:
XY & AL
CHECK BY:
KC
SHEET TITLE:
COVER SHEET
DRAWING SHEET:

[illegible]

PARKING STALL TYPES LEGEND			
STANDARD	SMALL	HORIZONTAL BIKE	VERTICAL BIKE
18'-0" x 12' 14'-0" 11'-2" 3.40 m 3.50 m 0.60 m 0.60 m COMBINATION STOP	15'-0" x 10' 12'-0" 8'-2 1/2" 4.60 m 3.00 m 1.17 m 2.30 m COMBINATION STOP	14'-0" x 12' 11'-2" 0.60 m 0.60 m BICYCLE	14'-0" x 12' 11'-2" 0.60 m 0.60 m BICYCLE



INTERFACE:
Suite 230
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PROJECT:	23140, 23200, TOWNHOUSE DEVELOPMENT
	23140, 23200, VILLETTE AVENUE, 100 S.C.
	PROJECT NO.
	23TH HILL
	SCALE: 1/8" = 1'-0"
	DATE: APR. 2, 2024
	DRAWN BY: XY
	CHECK BY: KC
	SHEET TITLE: SITE PLAN

MARCH 9AM

Architectural rendering of the proposed development at 10000 10th Avenue. The image shows a large, multi-story building with a central courtyard area. The building has a modern design with dark, angular roof sections. The courtyard is surrounded by landscaping, including trees and greenery. There are parking areas and access roads visible. The rendering is dated March 3PM.

JUNE 12PM

JUL 24, 2026 RZA RE-SUBMISSION
FEB 20, 2026 RZ3 RE-SUBMISSION
OCT 07, 2024 RZ2 RE-SUBMISSION
APR 23, 2024 COORDINATION
DEC 20, 2023 REZONING APPLICATION
CONSULTANTS:

CONSULTANTS :-

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CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL INFORMATION SHOWN ON THIS DRAWING. ALL CONTRACT MATTER INCURRED BY ANY VARIATIONS FROM OR CONTRADICTIONS, OMISSIONS AND/OR ADDITIONS BETWEEN THE DRAWINGS AND THE WORK.

THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE METHOD AND QUALITY OF CONSTRUCTION OF THE CONTRACTOR AND THE DESIGN FUNCTION.

SEAL:

SEAL:

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BIOGRAPHY.

PROPOSED 33-UNIT
TOWNHOUSE
DEVELOPMENT

23160, 23200, 23160, 23200, VILLET AVE, RICHMOND B.C.	PROJECT NO. : 2316WILL	SCALE :	DATE : APR 23, 2024	DRAWN BY : Author
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CHECK BY :	
Checker	
SHEET TITLE :	

SHADOW STUDY

DRAINING SHEET :

A701

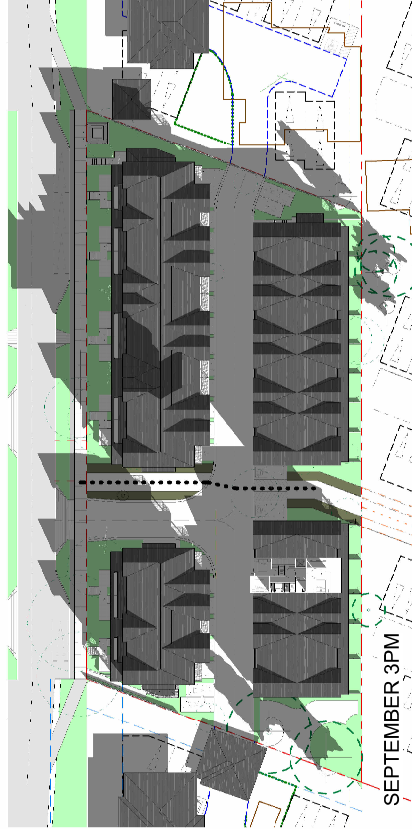
AUTUMN EQUINOX



SEPTEMBER 9AM

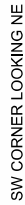


SEPTEMBER 12PM



SEPTEMBER 3PM

REVISIONS :	
JUL 24, 2024	R24 RESUBMISSION
MAY 20, 2024	R23 RESUBMISSION
DEC 12, 2024	R22 RESUBMISSION
APR 23, 2024	CONSENTATION
DEC 26, 2023	REZONING APPLICATION
CONSULTANTS	
INTERFACE:	
Suite 230 11500 Campbell Road Richmond B.C. Canada V6X 3Z5 T 604 891 1182 www.interfacebc.ca	
PROJECT:	
PROPOSED 35-UNIT TOWNHOUSE DEVELOPMENT	
23180, 23200, 23180, 23200 RICHMOND B.C.	
PROJECT NO.:	
23180/23200	
SCALE:	
DATE:	
DRAWN BY:	
CHECK BY:	
SHADOW STUDY	
DRAWING SHEET :	
A702	



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INTERFACE:

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Canada V6X 3Z5

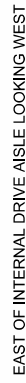
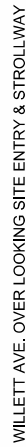
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PROJECT : PROPOSED 33-UNIT TOWNHOUSE DEVELOPMENT

23160, 23200, 23160, 23220, WILLETTE AVE, RICHMOND B.C.	PROJECT NO. : 2316WILL	SCALE :	DATE : APR 23, 2024	DRAWN BY : XY	CHECK BY :	KC	SHEET TITLE : 3D SKETCHES
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DRAINING SHEET :

A601



LANDSCAPE LEGENDS

SYMBOL	MATERIALS	DETAILS
	STAMPED ASPHALT, PER COWL	
	CONCRETE SLAB PAVING	
	CIP CONCRETE PAVING	
	ASPHALT PAVING, PER COWL	
	PERMEABLE PAVER	
	LAWN	
	PLANTING BED	
	SLOPED PLANTING BED	
	GRAVEL	
	WOOD CHIPS FOR PLAYGROUND	
	BOULDER	
	BIKE RACKS	
	PRIVACY FENCE	
	HANDRAIL	

LANDSCAPE NOTES

SCALE DRAWINGS

1. ALL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL EXISTING SURVEY INFORMATION APPROXIMATE. VERIFY ALL DIMENSIONS AND CONDITIONS WITH SITE CONDITIONS. REPORT DISCREPANCIES TO CONSULTANT TEAM PRIOR TO PROCEEDING.

4. THE CONTRACTOR SHALL IDENTIFY AND PROTECT ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY CONFLICTS FOUND WITH UTILITIES SHALL BE CLARIFIED WITH THE CONSULTANT TEAM PRIOR TO PROCEEDING.

5. UNLESS OTHERWISE NOTED, PROVIDE A MINIMUM 2% SLOPE ON ALL HARD AND SOFT LANDSCAPE AREAS TO ENSURE POSITIVE DRAINAGE TOWARDS LANDSCAPE AREAS TO BE A MAXIMUM 5:1 SLOPE.

GRADING LEGENDS

KEY	DESCRIPTION
+3.15	PROPOSED SPOT ELEVATIONS
+TW 2.20	PROPOSED TOP OF WALL ELEVATION
+BW 1.50	PROPOSED BOTTOM OF WALL ELEVATION
+TS 3.75	PROPOSED TOP OF STAIR ELEVATION
+BS 1.61	PROPOSED BOTTOM OF STAIR ELEVATION
2.5%	SLOPE PERCENTAGE
1.005	PROPOSED ELEVATIONS, PER COWL
2.0%	SLOPE PERCENTAGE, PER COWL
0.95	EXISTING ELEVATIONS, PER SURVEY

GRADING NOTES

1. ALL GRADING INFORMATION IS PRELIMINARY ONLY.

2. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING ELEVATIONS.

3. ALL EXISTING SURVEY INFORMATION APPROXIMATE. VERIFY ALL DIMENSIONS AND CONDITIONS WITH SITE CONDITIONS. REPORT DISCREPANCIES TO CONSULTANT TEAM PRIOR TO PROCEEDING.

4. THE CONTRACTOR SHALL IDENTIFY AND PROTECT ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY CONFLICTS FOUND WITH UTILITIES SHALL BE CLARIFIED WITH THE CONSULTANT TEAM PRIOR TO PROCEEDING.

5. UNLESS OTHERWISE NOTED, PROVIDE A MINIMUM 2% SLOPE ON ALL HARD AND SOFT LANDSCAPE AREAS TO ENSURE POSITIVE DRAINAGE TOWARDS LANDSCAPE AREAS TO BE A MAXIMUM 5:1 SLOPE.

The main landscape site plan illustrates a residential development with four buildings (Building 1, 2, 3, and 4) arranged along Willett Avenue. The plan includes detailed landscaping with various tree species (e.g., 10' DBH, 12' DBH, 14' DBH), shrubs, and groundcover. It also shows pedestrian paths, bike racks, and a playground area. Elevation markers are provided throughout the site, and a north arrow is located in the bottom right corner.

HOMING

LANDSCAPE

ARCHITECTURE

23180 23200, 23180 23220 WILLET AVENUE

VANCOUVER, BC, CANADA V6T 1A9

TEL: 604.273.1111

EMAIL: HOMINGLANDSCAPE@GMAIL.COM

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NO. Date Note

1 2024-12-02 ISSUED FOR REZONING

2 2024-02-18 ISSUED FOR REZONING

3 2024-07-23 ISSUED FOR REZONING

PROPOSED

33-UNIT

TOWNHOUSE

DEVELOPMENT

PROJECT ADDRESS:

23180 23200, 23180 23220 WILLET AVENUE

RICHMOND, B.C.

PROJECT NUMBER: 24-19

SCALE: 1:200

DRAWN BY: EL

REVIEWED BY: EL

Landscaping Site Plan

L1.1



RZ 23-035646

Attachment 3

Address: 23160, 23180, 23200, 23220 Willett Ave

Applicant: Kei Canada Willett Development Ltd.

Planning Area(s): Hamilton Area Plan

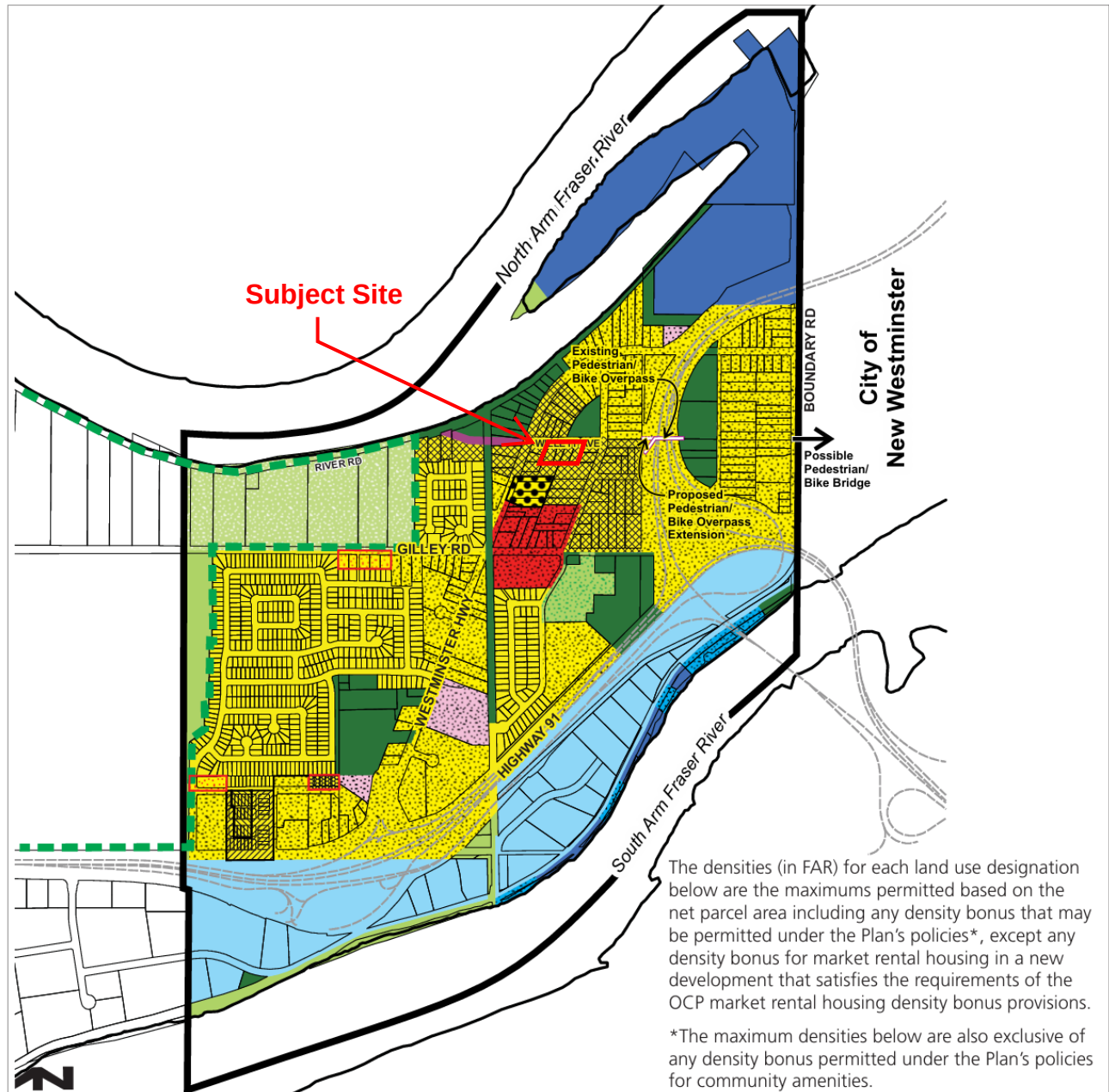
	Existing	Proposed
Owner:	Kei Canada Willett Development Ltd.	No Change
Site Size (m²):	4,322 m ² (46,522 ft ²)	No Change
Land Uses:	One-Unit Housing	Townhouses
OCP Designation:	Neighbourhood Residential - Tier 2	No Change
Area Plan Designation:	Neighbourhood Residential (Stacked Townhouse 1.00 FAR)	No Change
Zoning:	Small-Scale Multi-Unit Housing (RSM/XL)	Town Housing (ZT108) – Willett Avenue (Hamilton)
Number of Units:	4	33

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 1.0	0.99	none permitted
Buildable Floor Area (m ²):*	Max. 4,322 m ² (~46,522 ft ²)	4,273 m ² (~45,989 ft ²)	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-Porous Surfaces: Max. 70%	Building: Max. 45% Non-porous Surfaces: 70%	none
Lot Size:	4,000 m ²	4,322.1 m ²	none
Lot Dimensions (m):	Width: 40 m (~131 ft)	Width: 94.5 m (~310 ft)	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 3.0 m Side: Min. 2.0 m	Front: 6.6 m Rear: 4.5 m Side: Min. 2.0 m	none
Height (m):	13.0 m (4 storeys)	13.0 m (4 storeys)	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	56 (R) and 7 (V)	56 (R) and 6 (V) with TDMs	none
Tandem Parking Spaces:	Permitted – Max. 85% of required resident spaces	82% (46 spaces)	none
Amenity Space – Indoor:	70 m ² or Cash in-lieu	Cash in-lieu	none
Amenity Space – Outdoor:	198 m ² (~2,131 ft ²)	205 m ² (~2,210 ft ²)	none

Other: _____

Land Use Map

Bylaw 10452
2024/06/10



- | | |
|--|---|
| Area Plan Boundary | Neighbourhood Residential (Single Family or Duplex 0.75 FAR) |
| ALR Boundary | Neighbourhood Residential (Townhouse 0.55 FAR) |
| Agriculture | Neighbourhood Residential (Townhouse 0.75 FAR) |
| Community Institutional | Neighbourhood Residential (Stacked Townhouse 1.00 FAR) |
| Conservation Area | Neighbourhood Village Centre (Residential 4 Storey 1.50 FAR) |
| Industrial | Neighbourhood Village Centre (Retail and Office with Residential above 4 Storey 1.50 FAR) |
| Marine Residential/Industrial | Park and Major Trail/Greenway Corridors |
| Mixed Employment | Proposed Streets |
| Neighbourhood Residential (Single Family 0.55 FAR) | School |
| Neighbourhood Residential (Single Family 0.60 FAR) | |
| Neighbourhood Residential (Single Family with Coach Houses 0.60 FAR) | |



Address: 23160, 23180, 23200, 23220 Willett Ave

File No.: RZ 23-035646

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10796, the developer is required to complete the following:

1. **(Adoption of Bylaw 10795)** Council adoption of Zoning Bylaw 8500 Amendment Bylaw 10795.
2. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
3. **(MOTT Approval)** Provincial Ministry of Transportation & Transit Approval.
4. **(Lot Consolidation)** Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
5. **(SRW – Stroll way)** Granting of an approximately 6.0 m wide statutory right-of-way (SRW) bisecting the subject site for pedestrian stroll way connectivity purposes. The SRW is to include a pedestrian pathway, landscaping, and lighting, with the developer and owner being responsible for liability, construction, and maintenance. The design is to be include in the Servicing Agreement (SA) in accordance with City specification and standards. The design must be prepared in accordance with good engineering practice with the objective to optimize public safety and after completion of the works, the Owner is required to provide a certificate of inspection for the works, prepared and sealed by the Owner's Engineer in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design.
6. **(City Tree Compensation)** City acceptance of the developer's voluntary contribution of \$4,608.00 to the City's Tree Compensation Fund for the removal of three trees and one hedge on City property (tag # C1, C2, C7, and H25).
7. **(Tree Survival Security)** Submission of a Tree Survival Security to the City in the amount of \$30,000.00 for the two trees (tag# 4&5) to be retained. To accompany the security, execution of a legal agreement that sets the terms for the use and release of the security is also required.
8. **(Arborists Contract)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
9. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
10. **(Flood Covenant)** Registration of a flood plain covenant on title identifying a minimum habitable elevation of 3.5 m GSC and prohibiting the conversion of any garage or ground floor area to habitable space.
11. **(Secondary Suites)** Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until four secondary suites are constructed on the subject site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
12. **(No Stratification - Secondary Suites)** Registration of a legal agreement on Title to ensure that the secondary suites cannot be stratified.
13. **(No Rental and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
14. **(Access to Future Development Site)** Registration of a statutory right-of-way and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the entire internal drive-aisle in favour of the future redevelopment at 4511 Smith Crescent, 4551 Smith Crescent, 23100 Willett Avenue, and 23200 Westminster Highway including the installation of way-finding and other appropriate signage on the subject property, and requiring a covenant that the owner provide written notification of this through the disclosure statement to all

initial purchasers, provide an acknowledgement of the same in all purchase and sale agreements, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.

15. **(Contribution – Hamilton Community Amenity Contribution)** City acceptance of the developer's offer to voluntarily contribute \$70.50 per buildable square metre (e.g. \$304,701.00) to the City's Hamilton Area Plan Amenity Reserve Fund.
16. **(Contribution – Affordable Housing Reserve)** City acceptance of the developer's offer to voluntarily contribute \$15.09 per buildable square foot (e.g. \$702,016.98) to the City's affordable housing fund. (\$12.00 per square foot for Affordable Housing Strategy and \$3.09 per square foot for Market Rental Housing Policy).
- a) In the event that the contribution is not paid to the City within one-year of the application having received third reading of Council, the contribution shall be recalculated based on the rate in-effect at the time of payment, as posted in a Bulletin.

17. **(Public Art – Cash Contribution)** City acceptance of the developer's offer to make a voluntary cash contribution towards the City's Public Art Fund, the terms of which shall include the following:

- a) The value of the developer's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site's proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

Building Type	Rate	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Residential	\$1.08/ ft ²	4,322 m ² (~46,522 ft ²)	\$50,243.76

- b) In the event that the contribution is not provided within one year of the application receiving third reading of Council, the contribution rate (as indicated in the table in item a) above) shall be increased annually thereafter based on the Statistics Canada Consumer Price Index (All Items) – Vancouver yearly quarter-to-quarter change, where the change is positive.
18. **(Contribution – Indoor Amenity)** Contribution of \$2,309.00 per dwelling unit up to 19 units and \$4,617.00 per additional dwelling unit up to 39 units (e.g. \$108,509.00) in lieu of on-site indoor amenity space to go towards development of City facilities. Where the contribution is not received within one year of the rezoning bylaw receiving third reading, the contribution shall be recalculated based on the rate in effect at the time of payment, as updated periodically and published in a City bulletin.
19. **(Servicing Agreement)** Enter into a Servicing Agreement* for the design and construction of transportation and engineering improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:
- 1) Water Works:
- Using the OCP Model, there is 175 L/s of water available at a 20 psi residual at the Willett Avenue frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
 - At Developer's cost, the Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - Existing hydrant 36-5-4-HD-0175 on north side of Willett Avenue to be decommissioned.
 - New Hydrant to be installed approximately 75m from current Hydrant 36-5-4-HD-0300 on Westminster highway to be located on south side of Willett Avenue.
 - Second Hydrant to be installed at approximately 75m east of new proposed hydrant, on south side of Willett Avenue.
 - Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be

finalized during the building permit process (or via the servicing agreement process, if one is required).

- vii. Remove and legally dispose offsite the existing 150mm AC water main along Willett Avenue to the extent of the proposed water main upgrade.
 - viii. Upgrade approximately 145m of the existing 150mm water main along Willett Avenue to 200mm diameter PVC from the east property line of 23220 Willett Avenue to the west at the intersection of Willett Ave and Westminster Hwy. East tie-in shall be to the existing 150mm diameter water main along Willett Avenue. West tie-in shall be to the existing 300mm diameter water main at the Westminster Hwy and Willett Ave intersection. Valves and hydrants shall be installed to meet City standards. Details and alignment of the required water main in the roadway shall be determined via the Servicing Agreement review process.
 - ix. Install a new water service connection at the Willett Avenue frontage, complete with meter and meter box in a right-of-way as per City's specifications. The dimensions and location of the right-of-way shall be finalized during the servicing agreement process.
 - x. Fire department approval is required for all fire hydrant installations, removals, and relocations.
- c. At Developer's cost, the City will:
- i. Complete all tie-ins for the proposed works to existing City infrastructure.
 - ii. Cut and cap at main all the existing water connections along Willett Avenue and remove all existing water meters servicing the development site

2) Storm Sewer Works:

- a. At Developer's cost, the Developer is required to:
- i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - ii. A watercourse crossing permit is required for modifications to the ditch fronting 23160-23220 Willett Avenue to accommodate the required sidewalk, buffer strip, boulevard, curb and gutter as per the City's Watercourse Protection and Crossing Bylaw No. 8441. The associated watercourse crossing design shall be consistent and coordinate with the servicing agreement design.
 - iii. Infill the existing ditch along the south side of Willett Avenue to accommodate the installation of the new storm sewer (sized via a capacity analysis under the OCP condition) complete with headwalls at the east and west property lines to accommodate the required sidewalk, buffer strip, boulevard, curb and gutter. A watercourse crossing permit is required under the Watercourse Protection and Crossing Bylaw No. 8441. The associated watercourse crossing design shall be consistent and coordinated with the servicing agreement design. The proposed storm sewer shall be owned and maintained by the City after City's final acceptance of the proposed storm sewer.
 - iv. Install approximately 100m of a new minimum 600mm diameter storm sewer along the Willett Avenue frontage of the development site, complete with manholes as per City specifications. Tie-in the proposed storm sewer to the existing drainage system at the south side of Willett Avenue. West tie-in shall be at the existing ditch at the west property line via headwalls, and the east tie-in shall be at the existing ditch at the east property line via headwalls. Confirm the condition of the drainage system at each tie-in point. Alignment and details such as the slope and high point of the new storm sewer shall be determined via the servicing agreement design.
 - v. Perform a capacity analysis to size the proposed storm sewer and drainage conveyances in Willett Avenue. The analysis shall consider both the existing condition and the 2041 OCP condition and include runoff from the future roads proposed in the OCP. The minimum diameter of the new storm sewer shall be 600mm as per City specifications.
 - vi. Install one new storm service connection off of the proposed storm sewer main, complete with inspection chamber in a right-of-way as per City specifications to service the development site.
- b. At Developer's cost, the City will:
- i. Complete all tie-ins for the proposed works to existing City infrastructure.

3) Sanitary Sewer Works:

- a. At Developer's cost, the Developer is required to:

- i. Install new sanitary sewer with an approximate length of 195 meters (complete with manholes that are spaced as per City's specifications) within the roadway of Willett Avenue from the west property line of 23160 Willett Ave going east to the intersection of Willett Ave and Smith Cr, then north at Smith Cr, and tie-in to the existing manhole (SMH60637) fronting the Willett Sanitary Pump Station at the southeast corner of Hamilton VLA Park. Exact alignment of the required sanitary mains shall be finalized through the servicing agreement design process. Manholes are required at junctions.
 - ii. Install one new sanitary service connection off of the proposed sanitary sewer main, complete with inspection chamber in a right-of-way as per City specifications to service the development site.
 - iii. Conduct sanitary capacity analysis to determine the size of the required sanitary sewer mains. The analysis shall be conducted in the servicing agreement design review stage. The minimum diameter of the sanitary sewer main is 200mm per City design specifications.
 - iv. Pay, in keeping with the Subdivision and Development Bylaw No. 8751, a \$8,260.52 cash-in-lieu contribution towards the Hamilton Area Sanitary Pump Station.
 - b. At Developer's cost, the City will:
 - i. Complete all tie-ins for the proposed works to existing City infrastructure.
- 4) Street Lighting:
- a. At Developer's cost, the Developer is required to:
 - i. Review street lighting levels along all road frontages, and upgrade as required.
 - ii. Willett Avenue (South side of street)
 - Pole colour: Grey
 - Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, banner arms, flower baskets holders or irrigation.
 - iii. Pedestrian lighting: N/A (No freestanding pedestrian poles)
- 5) General Items:
- a. At Developer's cost, the Developer is required to:
 - i. Complete other frontage improvements as per Transportation requirements.
 - ii. Coordinate with BC Hydro, Telus and other private communication service providers:
 1. To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 2. Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 3. To underground overhead service lines.
 - iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - BC Hydro PMT – 4.0 m x 5.0 m
 - BC Hydro LPT – 3.5 m x 3.5 m
 - Street light kiosk – 1.5 m x 1.5 m
 - Traffic signal kiosk – 2.0 m x 1.5 m
 - Traffic signal UPS – 1.0 m x 1.0 m
 - Shaw cable kiosk – 1.0 m x 1.0 m
 - Telus FDH cabinet – 1.1 m x 1.0 m
 - iv. Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a preload plan and geotechnical assessment of preload,

dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.

- v. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the servicing agreement design.
- vi. Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
- vii. Submit a proposed strategy at the building permit stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the Developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.
- viii. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- ix. Coordinate the servicing agreement design for this development with the servicing agreement(s) for the adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - a. Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - b. Pipe sizes, material and slopes.
 - c. Location of manholes and fire hydrants.
 - d. Road grades, high points and low points.
 - e. Alignment of ultimate and interim curbs.
 - f. Proposed street lights design.
- x. Enter into, if required, additional legal agreements, as determined through the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- xi. The sanitary sewer upgrade works that are required beyond the development frontages may be eligible for a latecomer agreement. This is subject to submission by the developer of a latecomer agreement application which shall be reviewed and approved by the City prior to the developer entering or signing the servicing agreement documents.

6) Transportation Improvements:

- a. At the Developer's cost, the Developer is required to install the following upgrades along the north property line, from south to north:
 - i. 2.0m wide sidewalk
 - ii. 0.8m wide buffer strip
 - iii. 2.4m wide grass and treed boulevard with parking pockets
 - iv. 0.15m wide curb and gutter
 - v. 6.4m wide bi-directional travel lanes
 - vi. 0.15m wide curb and gutter

- vii. 2.4m wide grass and treed boulevard with parking pockets
- viii. 0.8m wide buffer strip
- ix. 3.2m wide bi-directional cycling paths
- x. 2.0m wide sidewalk

Note: additional roadwork would be necessary outside the development frontage in order to provide a proper transition of the above noted cross-section to existing road.

- On north side of Willett Ave, the frontage upgrades are to extend the entirety of the Willett Avenue frontage of Hamilton VLA Park (23231 Willett Ave). Tie-in to Willett Avenue, including the intersection of Willett Ave and Smith Crescent intersection, is required.
 - Frontage upgrades are to include curb ramp and a marked pedestrian crosswalk with side-mounted signs over Willett Ave to connect Hamilton VLA Park and the new sidewalk on the south side of Willett Ave.
- b. The frontage improvement is to be coordinated with the development on the east side of Smith Cr at Willett Ave (4400 – 4440 Smith Cr).
 - c. The bi-directional cycling path is to be designed with applicable pavement markings, signage, surface treatments and according to the most current guidelines in the BC Active Transportation Design Guide.
 - d. Frontage improvements are required to meet Engineering Design Specifications, Official Community Plan (“OCP”) guidance, and City of Richmond bylaws. Frontage improvements will be further informed by the functional road plan and TIA.
 - e. At the Developer’s cost, the Developer is to design, construct, and maintain a north-south public pedestrian stroll way is required per the Hamilton sub-area plan. Stroll way dimensions are as follows, from east to west:
 - i. 1.5m wide grass and treed boulevard
 - ii. 3.0m wide asphalt walkway
 - iii. 1.5m wide grass and treed boulevard
 - f. The stroll way on the subject site should be generally aligned with the stroll way to the south, which would be implemented by other developments, subject to future City approvals and consideration.
 - g. A SRW PROP will be required over the entire stroll way to ensure that public access is provided 24 hours a day, for 365 days every year.

20. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Notice of First Reading mail outs, consistent with the City’s Consolidated Fees Bylaw No 8636, as amended.

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

- 1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and 10% contingency. To accompany the security, execution of a legal agreement that sets the terms for the use and release of the security is also required.

The Landscape Plan at minimum should include the required 22 replacement trees with the following minimum sizes:

Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
8 cm		4 m

If required replacement trees cannot be accommodated on-site, a cash in-lieu contribution in the amount of \$750/tree to the City’s Tree Compensation Fund for off-site planting is required. If through the DP process additional replacement trees can be accommodated on site, the replacement tree compensation amount as secured at rezoning may be amended.

2. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (EnerGuide 82 or better), in compliance with the City's Official Community Plan.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.
All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.
The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed concurrence on file

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10795 (RZ 23-035646)
23160, 23180, 23200 and 23220 Willett Avenue**

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

1. Richmond Zoning Bylaw 8500 is amended by inserting the following into Section 17 Site Specific Residential (Town Houses) Zones, in numerical order:

17.108 Town Housing (ZT108) – Willett Avenue (Hamilton)

17.108.1 Purpose

This zone provides for **town housing** and other compatible **uses**.

17.108.2 Permitted Use

- **child care**
- **housing, town**

17.108.3 Secondary Uses

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

17.108.4 Permitted Density

1. The maximum **floor area ratio** (FAR) is 1.00, together with an additional 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**.

17.108.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 45% for **buildings**.
2. No more than 70% of the **lot** may be occupied by **buildings, structures** and **non-porous surfaces**.
3. 20% of the **lot area** is restricted to **landscaping** with live plant material. Reduction in live **landscaping** may be permitted through a Development Permit approved by the **City**.

17.108.6 Yards & Setbacks

1. The minimum **front yard** and **exterior side yard** is 6.0 m but may be reduced to 3.0 m where a proper interface is provided as specified in a Development Permit approved by the **City**.
2. The minimum **interior side yard** and **rear yard** is 3.0 m. The **interior side yard** may be reduced to 2.0 m where proper interface is provided as specified in a Development Permit approved by the **City**.

17.108.7 Permitted Heights

1. The maximum **height** for **buildings** is 13.0 m (4 **storeys**) above the **adjacent** street **grade**.
2. The maximum **height** for **accessory buildings** is 5.0 m
3. The maximum **height** for **accessory structures** is 9.0 m.

17.108.8 Minimum Lot Size

1. The minimum **lot width** is 40.0 m. Notwithstanding the foregoing, where the **lot abuts** Westminster Highway, the minimum **lot width** is 50.0 m.
2. The minimum **lot area** is 4,000.0 m². Notwithstanding the foregoing, where the **lot abuts** Westminster Highway, the minimum **lot area** is 6,000 m². The **lot area** may be reduced to a minimum of 3,200 m² through a Development Permit approved by the **City**.

17.108.9 Landscaping & Screening

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

17.108.10 On-Site Parking & Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to standards set out in Section 7.0.
2. On-site **vehicle** parking shall be provided according to the provisions of Section 7.0, except that:
 - a) Up to 85% of the required resident **parking spaces** may be provided in a **tandem arrangement** within an enclosed garage.
 - b) For a maximum of 10 **town housing dwelling units** containing no more than one bedroom, the minimum parking requirement may be reduced to 1.0 **parking space** per **dwelling unit**.

17.108.11 Other Regulations

1. A minimum of 60% of the **dwelling units** shall be in a stacked arrangement wherein a portion of one **dwelling unit** is located directly above another **dwelling unit** within a **building**.
2. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply.
2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10795”**.

FIRST READING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____	CITY OF RICHMOND
_____	APPROVED by 
_____	APPROVED by Director or Solicitor 

MAYOR_____
CORPORATE OFFICER



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10796 (RZ 23-035646)
23160, 23180, 23200 and 23220 Willett 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 “Town Housing (ZT108) – Willett Avenue (Hamilton)”

P.I.D. 004-098-625

Lot 120 Section 36 Block 5 North Range 4 West New Westminster District Plan 41463

P.I.D. 004-192-265

Lot 119 Section 36 Block 5 North Range 4 West New Westminster District Plan 41463

P.I.D. 004-058-054

Lot 101 Section 36 Block 5 North Range 4 West New Westminster District Plan 35593

P.I.D. 003-589-366

Lot 102 Section 36 Block 5 North Range 4 West New Westminster District Plan 35593

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10796**”.

FIRST READING

SECOND READING

THIRD READING

MINISTRY OF TRANSPORTATION AND
TRANSIT APPROVAL

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 



To: Planning Committee

Date: August 24, 2026

From: Wayne Craig
General Manager, Planning and Development

File: RZ 22-017350

Re: **Application by Interface Architecture Inc. for Rezoning at 9211, 9251, 9291, 9311, 9351 Blundell Road from the “Small-Scale Multi-Unit Housing (RSM/XL)” Zone to the “High Density Townhouses (RTH2)” Zone**

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10737, for the rezoning of 9211, 9251, 9291, 9311, 9351 Blundell Road from the “Small-Scale Multi-Unit Housing (RSM/XL)” zone to the “High Density Townhouses (RTH2)” zone, be introduced and given first, second and third reading.

Executive Summary

This application proposes to rezone 9211, 9251, 9291, 9311 and 9351 Blundell Road to the “High Density Townhouses (RTH2)” zone to facilitate a development of 30 townhouse units with vehicle access from Blundell Road. Four convertible units and three secondary suites are proposed to be incorporated into the development.

The proposal is consistent with the Official Community Plan and McLennan South Sub-Area Plan land use designations and applicable policies. The application secures commitments to provide frontage improvements, site servicing upgrades, and contributions to facilitate affordable housing, public art and leisure facilities City-wide.

Staff Report

Origin

Interface Architecture Inc. has applied to the City of Richmond, on behalf of Blundell CWL Investment Inc. (Director: Jackson Lee), for permission to rezone 9211, 9251, 9291, 9311, 9351 Blundell Road from the “Small-Scale Multi-Unit Housing (RSM/XL)” zone to the “High Density Townhouses (RTH2)” zone, to permit the property to be developed for 30 townhouse units (including three secondary suites), with vehicle access from Blundell Road. A location map and aerial photo of the subject site are provided in Attachment 1.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 2.

Subject Site Existing Condition and Housing Profile

A survey of the subject site is included in Attachment 3. The subject site consists of five lots located on the north side of Blundell Road between Heather Street and Ash Street, in the McLennan South Sub-Area of the City Centre planning area.

The properties at 9211, 9251, 9291 and 9311 Blundell Road each contain a dwelling that is occupied by rental tenants, whereas the property at 9351 Blundell Road is a vacant lot. There are no existing secondary suites. If the rezoning is supported, the existing dwellings are proposed to be demolished. The applicant has indicated that the tenants are aware of this development application and that the requirements of the *Residential Tenancy Act* will be followed.

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

To the North: Are three-storey townhouses on properties zoned “Town Housing (ZT51) – South McLennan Sub-Area (City Centre)” at 9288 and 9308 Keefer Avenue.

To the South: Across Blundell Road are two to three-storey townhouses on properties zoned “Low Density Townhouses (RTL1)” at 8000 Heather Street and 8051 Ash Street.

To the East: Is a lot zoned “Infill Residential (RI1)” containing six predominantly three-storey townhouses at 7833 Ash Street.

To the West: Is a lot zoned “Infill Residential (RI1)” containing seven three-storey townhouses at 7800 Heather Street.

Existing Legal Encumbrances

An existing Statutory Right-of-Way (SRW) is registered on title for the existing sanitary sewer, water and storm sewer service connections located along portions of the south property line (LMP39896). The applicant has been advised that encroachment into the SRW is not permitted.

Related Policies & Studies

2050 Official Community Plan

The 2050 Official Community Plan (OCP) land use designation for the subject properties is “City Centre Perimeter - Tier 2”, which provides for townhouses and apartments, but may also include mixed-use development. The proposed townhouse development is consistent with the OCP land use designation for the subject properties.

City Centre Area Plan/McLennan South Sub-Area Plan

The City Centre Area Plan (CCAP) Generalized Land Use Map designation for the subject properties is “General Urban (T4) Transect”, which allows for low-density, low-rise residential, commercial and other uses (Attachment 4).

As the subject site is located within City Centre, this rezoning application is subject to a community planning implementation strategy contribution for future community planning initiatives. The applicant proposes a contribution at the current rate in the amount of \$0.36 per buildable square foot, for a total of \$46,494.50 prior to final adoption of the rezoning bylaw.

Registration of a legal agreement on Title is required prior to final adoption of the rezoning bylaw to provide awareness that this development is subject to potential impacts due to other developments that may be approved within the City Centre and requiring this information to be provided through signage in the sales centre and through the disclosure statement to all initial purchasers.

The McLennan South Sub-Area Plan Land Use Map designation for the subject properties is “Residential, Townhouse up to 3 storeys over 1 parking level, Triplex, Duplex, Single-Family 0.75 base FAR” (Attachment 5). The proposed rezoning for townhouses under the RTH2 zone would allow for a maximum density of 0.80 FAR, which is in keeping with the existing scale of development and range of densities considered appropriate within this part of the neighbourhood.

This rezoning application is consistent with the land use designations in the CCAP and McLennan South Sub-Area Plan.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

Public Consultation

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

The *Local Government Act* (Bill 44) prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning application meets the conditions established in the Act and is consistent with the OCP. On this basis, City Council may not hold a Public Hearing on this rezoning application.

Analysis

Built Form and Architectural Character

The proposed development consists of 30 townhouse units, including three secondary suites on a site that is to be approximately 4,999.4 m² (53,813 ft²) in area. Conceptual development plans proposed by the applicant are included in Attachment 6.

Four three-storey buildings, each containing up to five townhouse units, are proposed to front Blundell Road, where each unit is proposed to have a landscaped front yard, including new trees, to provide private outdoor space and to support a residential street character.

Five three-storey buildings, each containing up to three townhouse units, are proposed along the site's north side (rear), with an increased rear yard setback of 4.9 m (16.0 ft) [up from the 2.0 m (6.6 ft) minimum requirement in the proposed RTH2 zone] to accommodate private outdoor space and enable an appropriate interface with the existing three-storey townhouse developments to the north.

Housing Type, Tenure and Accessibility

In order to maximize potential rental and housing opportunities throughout the City and consistent with OCP Policy, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption to prohibit the imposition of any strata bylaw that would:

- Prohibit any residential dwelling unit from being rented; and
- Place age-based restrictions on occupants of any residential dwelling unit.

A secondary suite is proposed in three of the townhouse units fronting Blundell Road. Prior to rezoning bylaw adoption, registration of legal agreements on Title is required to ensure that no final Building Permit (BP) inspection is granted until three secondary suites are constructed in accordance with the BC Building Code and the City's Zoning Bylaw, and to prohibit the secondary suites from being strata-titled in the future.

Consistent with the OCP policies regarding accessible housing, the applicant proposes to provide aging-in-place features in all units, including:

- Stairwell handrails;
- Lever-type handles for plumbing fixtures and door handles; and
- Solid blocking in washroom walls for future grab bar installation beside toilet, bathtub and shower.

In addition, four townhouse units located along the north portion of the site are proposed to be designed as convertible units that can easily be modified to meet the specific accessibility needs of occupants as they change over time (i.e., convertible units). Further review of convertible unit design will be undertaken as part of the Development Permit (DP) application review process.

Affordable Housing Strategy

The City's Affordable Housing Strategy (AHS) seeks contributions to the Affordable Housing Reserve Fund (AHRF) when considering rezoning applications with 60 or fewer dwelling units.

The applicant proposes to submit a voluntary contribution to the AHRF in the amount of \$18.00 per buildable square foot (for sites within City Centre) for a total contribution of \$774,908.50 prior to rezoning bylaw adoption.

Market Rental Housing Policy

The City's OCP includes a policy framework for the provision of market rental housing. For small-scale projects, including townhouse developments with five or more units, contributions are sought to the City's AHRF. The contribution rate for townhouse developments is \$3.09 per buildable square foot. In accordance with the market rental housing policies in the OCP, the applicant proposes a voluntary contribution in the amount of \$133,025.95 prior to rezoning bylaw adoption.

Site Access and Parking

Vehicle access to the subject site is proposed from Blundell Road and is restricted to right-in/right-out movements by way of a proposed centre median on Blundell Road.

Pedestrian access to the street-fronting units is proposed from the public sidewalk along Blundell Road via individual pathways. Access to the townhouse units along the north side of the subject site are proposed via common pathways from the public sidewalk along Blundell Road that connect to the internal drive-aisle.

The proposed on-site vehicle and bicycle parking meets the minimum requirements in the City's Zoning Bylaw and includes:

- A total of 60 on-site resident vehicle parking spaces, with two spaces provided in a side-by-side arrangement in each unit's private garage.
- Six vehicle parking spaces for visitors along the internal drive-aisle between or to the side of buildings.
- Resident bike parking spaces within each unit's private garage and a bicycle rack for visitors within the common outdoor amenity area opposite the subject site's main access point.

Energized outlets are proposed on-site to support electric vehicle charging for all resident vehicle parking spaces and three visitor parking spaces, as well as opportunity charging for one visitor parking space, consistent with Zoning Bylaw requirements.

Waste, recycling and organics bins are proposed to be contained within each unit's private garage and is proposed to be collected on-site from the internal drive-aisle.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses:

- 68 bylaw-sized trees on the subject property, three of which are shared with the City (Tag # 3, 7-19, 21-38, 40-45, 48-74, 76-78).

Four of the trees on-site are considered Significant Trees under the Tree Protection Bylaw, as they each have a diameter at breast height of 92 cm or larger (Tag # 54, multi-stemmed combined 104 cm cedar, Tag # 57, 96 cm cedar, Tag # 66, 95 cm Douglas fir, and Tag # 72, multi-stemmed combined 131 cm Red alder).

- Two bylaw-sized trees on City-owned property in the Blundell Road boulevard (Tag # 46 and 47).
- Five trees on neighbouring properties to the north and east at 9288 Keefer Avenue and 7833 Ash Street (Tag # 5, 6, 20, 39, 75).

Also identified are two hedges on City-owned property (Tag # 2, 4), and one hedge off-site on the neighbouring property to the west at 7800 Heather Street (Tag # 1).

The City's Tree Preservation and Parks Department Arborists have reviewed the Arborist's Report and support its recommendations, as follows:

- Four trees on-site are in fair to good condition, located outside of the building envelope, and are proposed to be retained and protected (Tag # 33, 34, 35, 73).
- 64 trees on-site are proposed to be removed due to their location within the building envelope or due to poor condition as they are either dead, dying, or have been historically topped and exhibit resulting significant issues such as previous stem failure, narrow and weak secondary stem unions at the main branch union and co-dominant stems with inclusions (Tag # 3, 7-19, 21-32, 36-45, 48-74, 76-78). With respect to the four Significant Trees, Tag # 57 and 72 are in poor condition, and Tag # 54 and 66 are in fair to good condition but are in conflict with the proposed development as they are located within the building envelope.
- Two trees on City-owned property are proposed to be removed as they are in poor condition and conflict with the required frontage improvements along Blundell Road (Tag # 46, 47).
- Two hedges located on City-owned property and a neighbouring property are in good condition and are proposed to be retained and protected (Tag # 1 and 2).
- One hedge that straddles the south property line with City-owned property is in poor to fair condition and is proposed to be removed due to conflict with the required frontage improvements (Tag # 4).

Tree Protection

The applicant has submitted a Tree Management Plan showing the nine trees and two hedges to be retained, the required tree protection areas, and the measures to be taken to protect them during development (Attachment 7).

To ensure that the trees and hedges identified for retention are protected during development, the applicant is required to complete the following items prior to rezoning bylaw adoption:

- Submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within, or in close proximity to, tree protection zones (Tag # 1, 2, 5, 6, 20, 33, 34, 35, 39, 73, 75). The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- A tree survival security in the amount of \$40,000.00 for the four on-site trees to be retained (Tag # 33, 34, 35, 73). The applicant must also enter into a legal agreement to accompany the tree survival security, which sets the terms for use and release of the security.

Prior to the demolition of the existing dwellings on the subject site, installation of tree protection fencing is required around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site and must remain in place until construction and landscaping on-site is completed.

Tree Replacement

The applicant proposes to remove 64 bylaw-sized trees from the subject site (including four Significant Trees).

To satisfy the tree replacement ratios established in the OCP and the City's Tree Protection Bylaw of 2:1 and 3:1 for Significant Trees, a total of 132 replacement trees are required to be planted and maintained on-site.

The applicant's preliminary Landscape Plan illustrates that 47 trees are proposed to be planted on-site. The applicant proposes to contribute \$63,750.00 (\$750.00/tree) to the City's Tree Compensation Fund prior to rezoning bylaw adoption in lieu of planting the 85 required replacement trees, which cannot be accommodated on-site as part of this proposal.

To ensure that the proposed trees and landscaping are planted and maintained, the applicant is required to submit a landscaping security prior to DP issuance in the amount of 100 per cent of a cost estimate for the works prepared by the Registered Landscape Architect (including installation and a contingency). The Landscape Plan will be further reviewed as part of the DP application review process, including but not limited to refining the replacement tree sizes.

For the proposed removal of the two trees on City property, the applicant is required to submit a contribution to the City's Tree Compensation Fund in the amount of \$3,000.00 prior to rezoning bylaw adoption (\$750.00/tree at a 2:1 replacement ratio).

Child Care Reserve

The McLennan South Sub-Area Plan policies promote the development of facilities to address community services and child care needs in the neighbourhood. Prior to final adoption of the rezoning bylaw, the applicant has agreed to provide a voluntary contribution in the amount of \$129,600.16 to the City's Child Care Reserve to assist with child care facility development in the City.

Public Art Program Policy

The applicant has agreed to provide a voluntary contribution to the City's Public Art Reserve Fund of \$46,494.50 for City-wide projects on City lands. This is calculated based on the maximum buildable floor area of 3,999.52 m² (43,050.47 ft²), and the 2026 Public Art contribution rate of \$1.08/ft². The contribution is required to be submitted prior to rezoning bylaw adoption, consistent with the City's Public Art Policy.

Common Amenity Space

Consistent with the guidelines in the OCP and the CCAP, approximately 472 m² (5,080 ft²) of common outdoor amenity space is proposed on the subject site and is located to optimize tree retention and to enhance walkways, space between buildings and lawn areas. Common amenity areas are located in the centre of the subject site and at the eastern end of the internal drive-aisle and include seating and play equipment. The proposed common outdoor amenity space augments private outdoor space provided for each unit.

Consistent with the OCP Development Permit Guidelines for multi-family development, the applicant has opted to provide a voluntary contribution to the City's Leisure Facilities Reserve Fund in the amount of \$94,658.00 in lieu of providing common indoor amenity space on-site. The applicant is required to provide this prior to rezoning bylaw adoption.

Sustainability

Consistent with the City's Energy Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance target has been considered in the proposed design. The proposal is anticipated to achieve Step 3 + EL-4 of the Energy Step Code.

An energy efficiency report from a registered professional is required to be submitted as part of the DP application prior to this project advancing to a DP Panel meeting to demonstrate compliance with the City's Energy Step Code requirements. This will be further reviewed for compliance at the BP stage.

Frontage Improvements and Site Servicing

Prior to rezoning bylaw adoption, the applicant is required to enter into a SA for the design and construction of frontage and servicing improvements. To accommodate the required frontage improvements, the applicant is required to provide an approximate 0.9 m wide road dedication the entire width of the subject site along the Blundell Road frontage (approximately 120.4 m²/1,296 ft²). The frontage and servicing improvements include (but are not limited to):

- Removal of the existing driveway crossings and installation of the new driveway crossing to the consolidated site.
- Installation of a new 2.7 m (8.9 ft.) wide concrete sidewalk (to enable a future multi-use pathway) and 0.8 m (2.6 ft.) wide boulevard along the Blundell Road frontage, complete with transitions to the existing frontage condition to the east and west.
- Installation of a new hydrant along the Blundell Road frontage and new water, storm and sanitary sewer service connections.
- Replacement of a portion of the existing 300 mm diameter watermain that will be impacted by the required storm sewer service connection.

- Extension of the existing 200 mm diameter north-south sanitary sewer main within the Heather Street frontage 2.0 m (6.6 ft.) southward and eastward approximately 35.0 m (114.9 ft.) along the Blundell Road frontage, as well as removal of the existing sanitary sewer main along the south property line.

Development Permit

Prior to final adoption of the rezoning bylaw, a DP application is required to be processed to a satisfactory level. The DP application will involve further review of the form and character of the proposed development to ensure it meets the intent of the design guidelines for multi-family development contained within the OCP. Further refinements may be made to the drawings as part of that review. This includes, but is not limited to:

- Reviewing and finalizing the proposed exterior building material and colour palette.
- Examining opportunities to relocate some resident bike storage within unit garages and to incorporate additional private outdoor space for some units.
- Finalizing the plant schedule, tree species and sizes, and the location of heat pump units.
- Reviewing the proposed lot grading and retaining wall height.
- Confirming that all aging-in-place and convertible features have been incorporated into unit design.
- Reviewing the environmental sustainability features to be incorporated into the project and confirmation of compliance with the applicable Energy Step Code.
- Reviewing the applicant's response to the principles of Crime Prevention Through Environmental Design (CPTED).

Additional items may be identified as part of the DP application review process.

Budgetary Implications

This rezoning application results in an insignificant Operational Budget Impact for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, streetlights, street trees and traffic signals).

Conclusion

Interface Architecture Inc. has applied to the City of Richmond for permission to rezone 9211-9351 Blundell Road from the "Small-Scale Multi-Unit Housing (RSM/XL)" zone to the "High Density Townhouses (RTH2)" zone to permit the development of 30 townhouse units (including three secondary suites).

The subject rezoning application complies with the OCP and Sub-Area Plan land use designations and is consistent with the intent of applicable policies for the subject site. Further design review will be undertaken as part of the associated DP application process.

The list of rezoning considerations is included in Attachment 8, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10737 be introduced and given first, second and third reading.

Respectfully submitted,

Joshua Reis, Director, Development

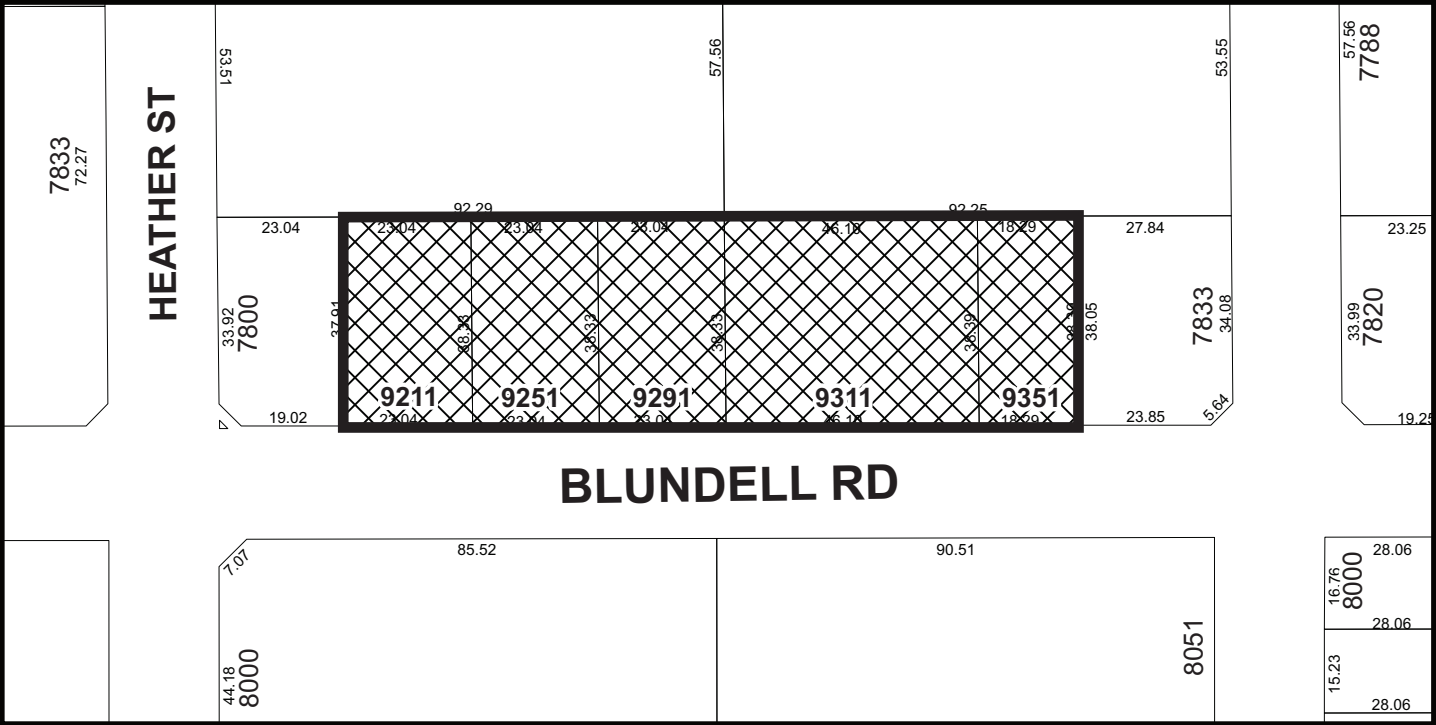
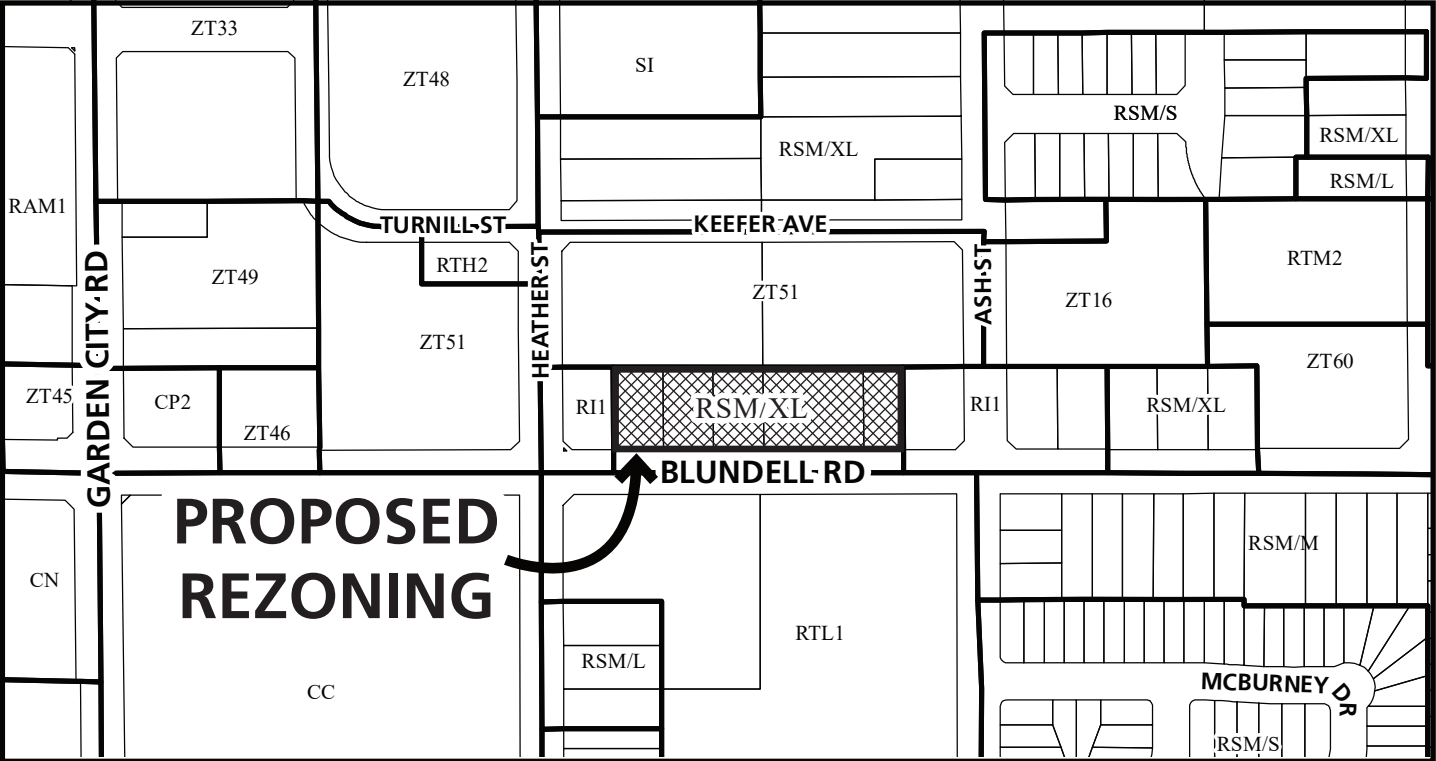
Report Contributors

This report was prepared by Cynthia Lussier, Planner 2 and reviewed by Arts, Culture and Heritage Services, Housing Office, Community Social Development, Engineering and Transportation Departments.

- Att. 1: Location Map/Aerial Photo
 2: Development Application Data Sheet
 3: Site Survey
 4: City Centre Area Plan Generalized Land Use Map
 5: McLennan South Sub-Area Plan Land Use Map
 6: Conceptual Development Plans
 7: Tree Management Plan
 8: Rezoning Considerations



City of Richmond





RZ 22-017350

Original Date: 08/17/22
Revision Date: 04/15/25
Note: Dimensions are in METRES



City of Richmond



RZ 22-017350

Original Date: 03/13/25
Revision Date:

Note: Dimensions are in METRES



RZ 22-017350

Address: 9211, 9251, 9291, 9311, 9351 Blundell Road

Applicant: Interface Architecture Inc.

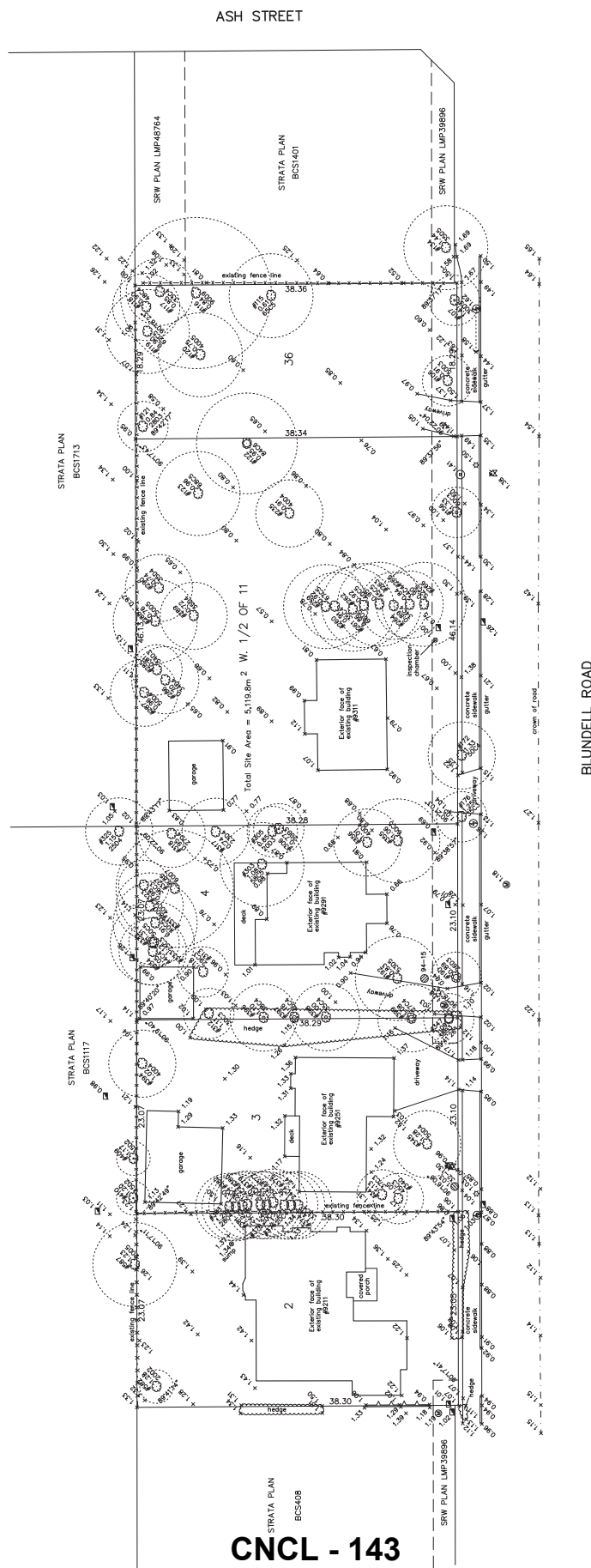
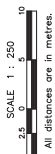
Planning Area(s): McLennan South Sub-Area

	Existing	Proposed
Owner:	Blundell CWL Investment Inc. (Director: Jackson Lee)	To be determined
Site Size (m²):	5,119.8 m ² (55,109.06 ft ²)	Approximately 4,999.4 m ² (53,813.09 ft ²) after required road dedication
Land Uses:	A residential dwelling on each of the five lots	Townhouses
OCP Designation:	City Centre Perimeter - Tier 2	No change
Area Plan Designation:	<u>CCAP:</u> General Urban (T4) Transect <u>McLennan South Sub-Area Plan:</u> Residential, Townhouse up to 3 storeys over 1 parking level, Triplex, Duplex, Single-Family 0.75 base FAR	No change No change
Zoning:	Small-Scale Multi-Unit Housing (RSM/XL)	High Density Townhouses (RTH2)
Number of Units:	5	30

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR):	Max. 0.80 FAR	0.78 FAR	None permitted
Buildable Floor Area (m ²):	Max. 3,999.52 m ² (43,050.47 ft ²)	3,887.6 m ² (41,845.77 ft ²)	None permitted
Lot Coverage – Buildings:	Max. 45%	43.3%	None
Lot Coverage – Buildings, Structures and Non-porous Surfaces:	Max. 70%	68.6%	None
Lot Coverage – Live Landscaping:	Min. 20%	23.9%	None
Minimum Lot Area:	1,800 m ² (19,375 ft ²)	4,999.4 m ² (53,813 ft ²)	None
Minimum Lot Dimensions (m):	Width: 50 m (164.04 ft) Depth: 30 m (98.42 ft)	Width: 133.7 m (438.64 ft) Depth: 38.3 m (125.65 ft)	None

	Bylaw Requirement	Proposed	Variance
Setbacks (m):	Front: Min. 4.5 m (14.76 ft) Rear: Min. 2.0 m (6.56 ft) Side (e): Min. 2.0 m (6.56 ft) Side (w): Min. 2.0 m (6.56 ft)	Front: 4.5 m (14.76 ft) Rear: 4.89 m (16.04 ft) Side (e): 4.06 m (13.32 ft) Side (w): 3.02 m (9.90 ft)	None
Building Height (m):	Max. 12 m (39.37 ft) (3 storeys)	11.85 m (38.87 ft) (3 storeys)	None
On-site Vehicle Parking Spaces:	Resident – 1.4/unit (42 spaces) Visitor – 0.2/unit (6 space)	Resident – 60 spaces Visitor – 6 spaces	None
Accessible Parking Spaces:	2 % of required spaces (1 space)	2 spaces	None
On-site Bicycle Parking Spaces:	Class 1 – 1.25/unit (Min. 38 spaces) Class 2 – 0.2/unit (Min. 6 spaces)	Class 1 – Min. 38 spaces Class 2 – Min. 6 spaces	None

SURVEY PLAN OF LOTS 2, 3 AND LOT 4, PLAN 9960
WEST HALF LOT 11, BLOCK "G", PLAN 1207, AND LOT 36, PLAN 33507
ALL OF SECTION 15, BLOCK 4 NORTH, RANGE 6 WEST, NEW WESTMINSTER DISTRICT



NOTES.

- Lot dimensions are derived from field survey.
- Elevations are based on the Geodetic Datum of Richmond.
- Elevations are derived from HPA202 (77H4623) situated at the intersection of No. 3 Road and Bennett Road.
- Elevation = 1.45 metres.
- All trees and stumps have been plotted as required.
- All elevations along curb lines are gutter levels.
- Survey points are shown for all purposes and are not representative of their true size.

not representative of their true size.

- ① denotes hydro pole.
- ② denotes deadwood.
- ③ denotes cotton balm.
- ④ denotes manilla.
- ⑤ denotes water valve.
- ⑥ denotes water meter.
- ⑦ denotes hydrant.
- ⑧ denotes tree stump.
- ⑨ denotes anchor.
- ⑩ denotes tree.
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9211-9351 BLUNDELL ROAD
RICHMOND, B.C.

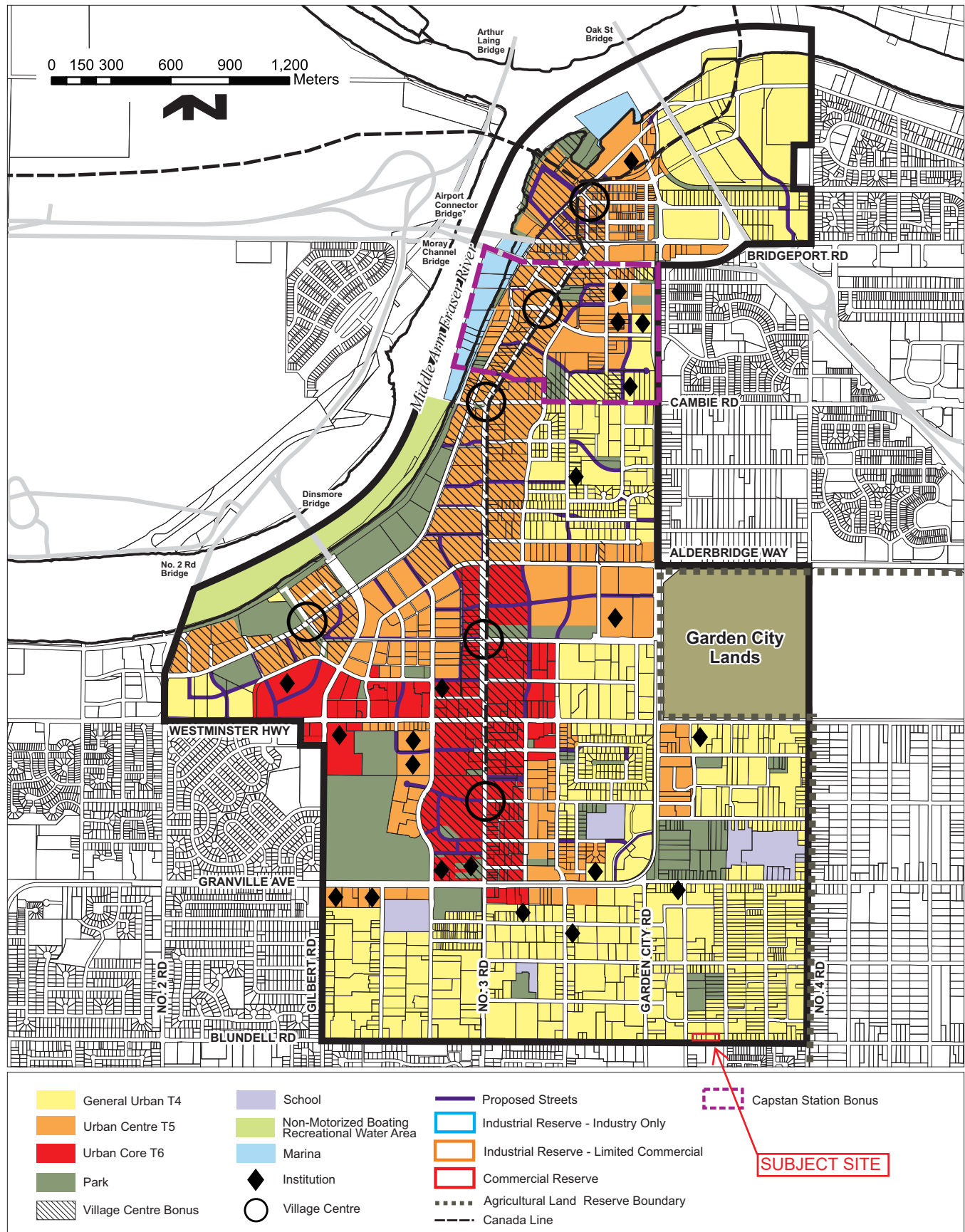
ZONING: RS1/F

CERTIFIED CORRECT.
DATED THIS 28TH DAY OF JULY, 2021

PID: 003-787-125(LOT2)
PID: 001-901-001(LOT3)
PID: 004-334-418(LOT4)
PID: 012-032-204(LOT11)
PID: 004-506-383(LOT36)

IVAN NGAN B.C.L.S. L N L S METRO VANCOUVER LAND SURVEYORS
 528 KINGSWAY, VANCOUVER, B.C., V5N 2R6
 604.327.1535 WEB WWW.LNLS.CA

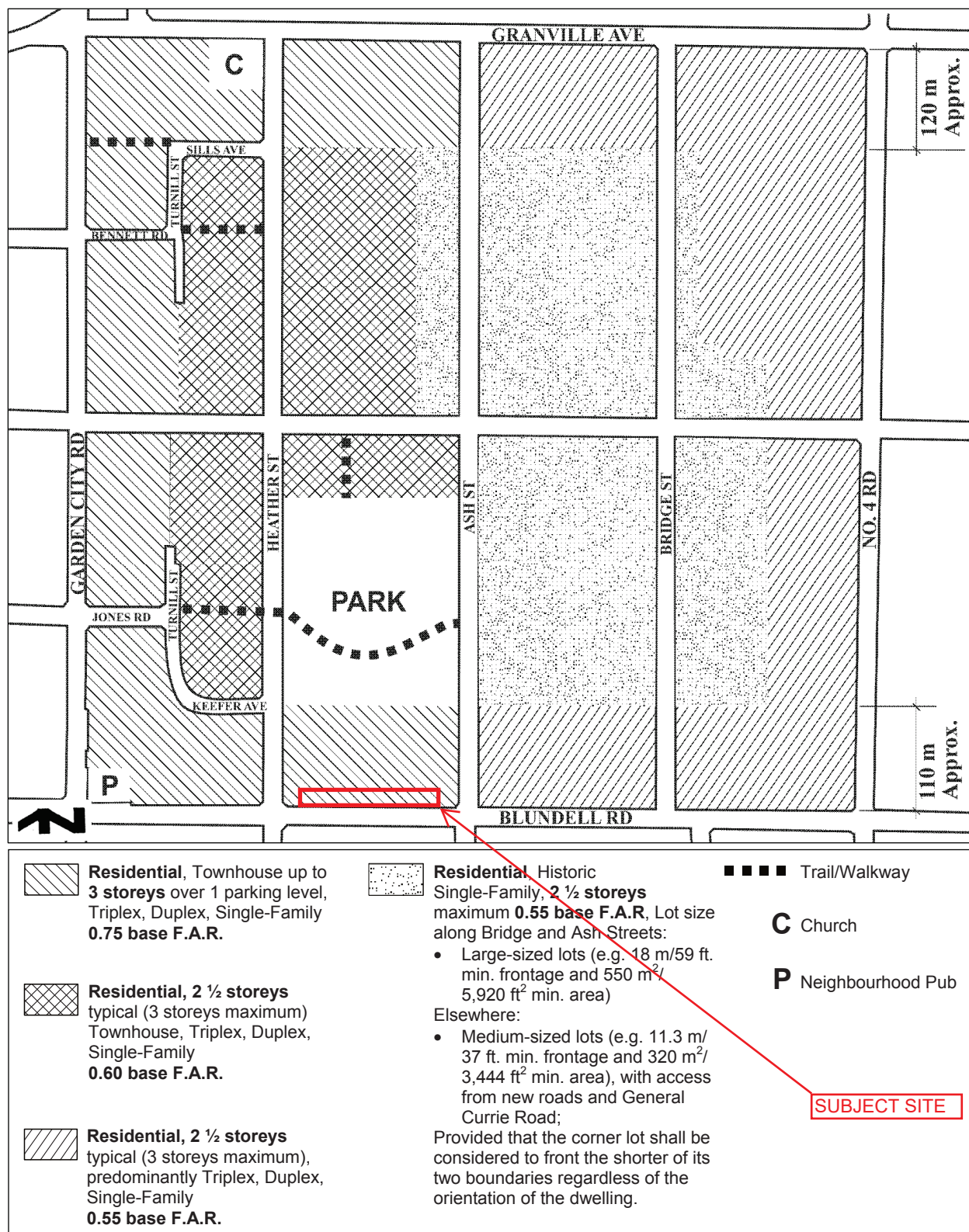
Generalized Land Use Map (2031)

Bylaw 10587
2025/03/10

City of Richmond

Land Use Map

Bylaw 9106
2015/09/14



Note: Sills Avenue, Le Chow Street, Keefe Avenue, and Turnill Street are commonly referred to as the “ring road”.

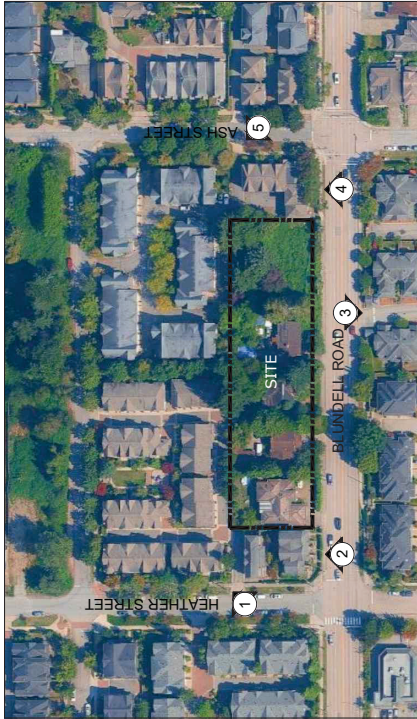
REZONING PERMIT APPLICATION

PROPOSED 30-UNIT TOWNHOUSE DEVELOPMENT

9211-9351 BLUNDELL ROAD RICHMOND, BC
RZ 22-017350



VIEW 1: THREE-STORY TOWNHOUSE



KEY PLAN



VIEW 5: THREE-STOREY TOWNHOUSE



VIEW 2: THREE-STOREY TOWNHOUSE



VIEW 3: TWO-STORY TOWNHOUSE



VIEW 4: THREE-STORY TOWNHOUSE

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	LNLS - METRO VANCOUVER LAND 1234 KINGSWAY VANCOUVER, BC V5N 2R9 Tel: 604-327-5335 Email: amanda@lnls.ca
	Abourist
	DAVEY RESOURCE GROUP INC. 2001 8208 SWENSON WAY VANCOUVER, BC V6P 6J8 Tel: 604-449-8688 Email: Laura.Legh@davey.com
Landscape Architect	Transportation Engineering
PMG LANDSCAPE ARCHITECTS 1000 WEST 10TH AVENUE BURNABY, BC V5C 6G9 Tel: 604-294-0011 Fax: 604-294-0012 Email: ywen@gmglandscape.com	ISI Engineering (ISI) 1000 WEST 10TH AVENUE LANGLEY, BC V3Y 0M1 Tel: 604-371-0091 Fax: 604-371-0092 Email: OEd@isi.ca esl@engineering
	Civil Engineer
	MPT ENGINEERING CO. LTD. 2001-11120 KENNEDY WAY VANCOUVER, BC V3T 3T7 Tel: 604-270-4931 Fax: 604-312-4267 Email: jef@mpt.bc.ca

Abstract

Table of Contents

1.0 PROJECT BACKGROUND

1.1 PROJECT DATA, SITE PARKING PLAN

1.2 PROJECT LOCATION AND SITE COVERAGE

A1.3 PREEXISTING PLAN

A1.4 PARKING / WASTE MANAGEMENT PLAN

A1.5 OUTDOOR AMENITY OVERLAY PLAN

2.0 TRAFFIC IMPACT ASSESSMENT

2.1 TRAFFIC IMPACT ASSESSMENT SUMMARY

2.2 TRAFFIC IMPACT ASSESSMENT DATA

2.3 TRAFFIC IMPACT ASSESSMENT CONCLUSIONS

3.0 CONCEPTUAL DESIGN

3.1 CONCEPTUAL DESIGN SUMMARY

3.2 CONCEPTUAL DESIGN DATA

3.3 CONCEPTUAL DESIGN CONCLUSIONS

4.0 CONCEPTUAL DESIGN DEVELOPMENT

4.1 CONCEPTUAL DESIGN DEVELOPMENT SUMMARY

4.2 CONCEPTUAL DESIGN DEVELOPMENT DATA

4.3 CONCEPTUAL DESIGN DEVELOPMENT CONCLUSIONS

5.0 CONCEPTUAL DESIGN FINALIZATION

5.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

5.2 CONCEPTUAL DESIGN FINALIZATION DATA

5.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

6.0 CONCEPTUAL DESIGN IMPLEMENTATION

6.1 CONCEPTUAL DESIGN IMPLEMENTATION SUMMARY

6.2 CONCEPTUAL DESIGN IMPLEMENTATION DATA

6.3 CONCEPTUAL DESIGN IMPLEMENTATION CONCLUSIONS

7.0 CONCEPTUAL DESIGN REVIEW

7.1 CONCEPTUAL DESIGN REVIEW SUMMARY

7.2 CONCEPTUAL DESIGN REVIEW DATA

7.3 CONCEPTUAL DESIGN REVIEW CONCLUSIONS

8.0 CONCEPTUAL DESIGN APPROVAL

8.1 CONCEPTUAL DESIGN APPROVAL SUMMARY

8.2 CONCEPTUAL DESIGN APPROVAL DATA

8.3 CONCEPTUAL DESIGN APPROVAL CONCLUSIONS

9.0 CONCEPTUAL DESIGN SUBMITTAL

9.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

9.2 CONCEPTUAL DESIGN SUBMITTAL DATA

9.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

10.0 CONCEPTUAL DESIGN FINAL REVIEW

10.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

10.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

10.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

11.0 CONCEPTUAL DESIGN FINALIZATION

11.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

11.2 CONCEPTUAL DESIGN FINALIZATION DATA

11.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

12.0 CONCEPTUAL DESIGN SUBMITTAL

12.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

12.2 CONCEPTUAL DESIGN SUBMITTAL DATA

12.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

13.0 CONCEPTUAL DESIGN FINAL REVIEW

13.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

13.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

13.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

14.0 CONCEPTUAL DESIGN FINALIZATION

14.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

14.2 CONCEPTUAL DESIGN FINALIZATION DATA

14.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

15.0 CONCEPTUAL DESIGN SUBMITTAL

15.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

15.2 CONCEPTUAL DESIGN SUBMITTAL DATA

15.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

16.0 CONCEPTUAL DESIGN FINAL REVIEW

16.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

16.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

16.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

17.0 CONCEPTUAL DESIGN FINALIZATION

17.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

17.2 CONCEPTUAL DESIGN FINALIZATION DATA

17.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

18.0 CONCEPTUAL DESIGN SUBMITTAL

18.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

18.2 CONCEPTUAL DESIGN SUBMITTAL DATA

18.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

19.0 CONCEPTUAL DESIGN FINAL REVIEW

19.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

19.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

19.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

20.0 CONCEPTUAL DESIGN FINALIZATION

20.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

20.2 CONCEPTUAL DESIGN FINALIZATION DATA

20.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

21.0 CONCEPTUAL DESIGN SUBMITTAL

21.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

21.2 CONCEPTUAL DESIGN SUBMITTAL DATA

21.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

22.0 CONCEPTUAL DESIGN FINAL REVIEW

22.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

22.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

22.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

23.0 CONCEPTUAL DESIGN FINALIZATION

23.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

23.2 CONCEPTUAL DESIGN FINALIZATION DATA

23.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

24.0 CONCEPTUAL DESIGN SUBMITTAL

24.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

24.2 CONCEPTUAL DESIGN SUBMITTAL DATA

24.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

25.0 CONCEPTUAL DESIGN FINAL REVIEW

25.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

25.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

25.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

26.0 CONCEPTUAL DESIGN FINALIZATION

26.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

26.2 CONCEPTUAL DESIGN FINALIZATION DATA

26.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

27.0 CONCEPTUAL DESIGN SUBMITTAL

27.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

27.2 CONCEPTUAL DESIGN SUBMITTAL DATA

27.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

28.0 CONCEPTUAL DESIGN FINAL REVIEW

28.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

28.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

28.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

29.0 CONCEPTUAL DESIGN FINALIZATION

29.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

29.2 CONCEPTUAL DESIGN FINALIZATION DATA

29.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

30.0 CONCEPTUAL DESIGN SUBMITTAL

30.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

30.2 CONCEPTUAL DESIGN SUBMITTAL DATA

30.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

31.0 CONCEPTUAL DESIGN FINAL REVIEW

31.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

31.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

31.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

32.0 CONCEPTUAL DESIGN FINALIZATION

32.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

32.2 CONCEPTUAL DESIGN FINALIZATION DATA

32.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

33.0 CONCEPTUAL DESIGN SUBMITTAL

33.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

33.2 CONCEPTUAL DESIGN SUBMITTAL DATA

33.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

34.0 CONCEPTUAL DESIGN FINAL REVIEW

34.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

34.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

34.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

35.0 CONCEPTUAL DESIGN FINALIZATION

35.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

35.2 CONCEPTUAL DESIGN FINALIZATION DATA

35.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

36.0 CONCEPTUAL DESIGN SUBMITTAL

36.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

36.2 CONCEPTUAL DESIGN SUBMITTAL DATA

36.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

37.0 CONCEPTUAL DESIGN FINAL REVIEW

37.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

37.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

37.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

38.0 CONCEPTUAL DESIGN FINALIZATION

38.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

38.2 CONCEPTUAL DESIGN FINALIZATION DATA

38.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

39.0 CONCEPTUAL DESIGN SUBMITTAL

39.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

39.2 CONCEPTUAL DESIGN SUBMITTAL DATA

39.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

40.0 CONCEPTUAL DESIGN FINAL REVIEW

40.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

40.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

40.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

41.0 CONCEPTUAL DESIGN FINALIZATION

41.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

41.2 CONCEPTUAL DESIGN FINALIZATION DATA

41.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

42.0 CONCEPTUAL DESIGN SUBMITTAL

42.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

42.2 CONCEPTUAL DESIGN SUBMITTAL DATA

42.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

43.0 CONCEPTUAL DESIGN FINAL REVIEW

43.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

43.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

43.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

44.0 CONCEPTUAL DESIGN FINALIZATION

44.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

44.2 CONCEPTUAL DESIGN FINALIZATION DATA

44.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

45.0 CONCEPTUAL DESIGN SUBMITTAL

45.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

45.2 CONCEPTUAL DESIGN SUBMITTAL DATA

45.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

46.0 CONCEPTUAL DESIGN FINAL REVIEW

46.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

46.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

46.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

47.0 CONCEPTUAL DESIGN FINALIZATION

47.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

47.2 CONCEPTUAL DESIGN FINALIZATION DATA

47.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

48.0 CONCEPTUAL DESIGN SUBMITTAL

48.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

48.2 CONCEPTUAL DESIGN SUBMITTAL DATA

48.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

49.0 CONCEPTUAL DESIGN FINAL REVIEW

49.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

49.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

49.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

50.0 CONCEPTUAL DESIGN FINALIZATION

50.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

50.2 CONCEPTUAL DESIGN FINALIZATION DATA

50.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

51.0 CONCEPTUAL DESIGN SUBMITTAL

51.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

51.2 CONCEPTUAL DESIGN SUBMITTAL DATA

51.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

52.0 CONCEPTUAL DESIGN FINAL REVIEW

52.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

52.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

52.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

53.0 CONCEPTUAL DESIGN FINALIZATION

53.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

53.2 CONCEPTUAL DESIGN FINALIZATION DATA

53.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

54.0 CONCEPTUAL DESIGN SUBMITTAL

54.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

54.2 CONCEPTUAL DESIGN SUBMITTAL DATA

54.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

55.0 CONCEPTUAL DESIGN FINAL REVIEW

55.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

55.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

55.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

56.0 CONCEPTUAL DESIGN FINALIZATION

56.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

56.2 CONCEPTUAL DESIGN FINALIZATION DATA

56.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

57.0 CONCEPTUAL DESIGN SUBMITTAL

57.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

57.2 CONCEPTUAL DESIGN SUBMITTAL DATA

57.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

58.0 CONCEPTUAL DESIGN FINAL REVIEW

58.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

58.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

58.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

59.0 CONCEPTUAL DESIGN FINALIZATION

59.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

59.2 CONCEPTUAL DESIGN FINALIZATION DATA

59.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

60.0 CONCEPTUAL DESIGN SUBMITTAL

60.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

60.2 CONCEPTUAL DESIGN SUBMITTAL DATA

60.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

61.0 CONCEPTUAL DESIGN FINAL REVIEW

61.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

61.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

61.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

62.0 CONCEPTUAL DESIGN FINALIZATION

62.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

62.2 CONCEPTUAL DESIGN FINALIZATION DATA

62.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

63.0 CONCEPTUAL DESIGN SUBMITTAL

63.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

63.2 CONCEPTUAL DESIGN SUBMITTAL DATA

63.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

64.0 CONCEPTUAL DESIGN FINAL REVIEW

64.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

64.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

64.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

65.0 CONCEPTUAL DESIGN FINALIZATION

65.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

65.2 CONCEPTUAL DESIGN FINALIZATION DATA

65.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

66.0 CONCEPTUAL DESIGN SUBMITTAL

66.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

66.2 CONCEPTUAL DESIGN SUBMITTAL DATA

66.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

67.0 CONCEPTUAL DESIGN FINAL REVIEW

67.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

67.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

67.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

68.0 CONCEPTUAL DESIGN FINALIZATION

68.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

68.2 CONCEPTUAL DESIGN FINALIZATION DATA

68.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

69.0 CONCEPTUAL DESIGN SUBMITTAL

69.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

69.2 CONCEPTUAL DESIGN SUBMITTAL DATA

69.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

70.0 CONCEPTUAL DESIGN FINAL REVIEW

70.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

70.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

70.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

71.0 CONCEPTUAL DESIGN FINALIZATION

71.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

71.2 CONCEPTUAL DESIGN FINALIZATION DATA

71.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

72.0 CONCEPTUAL DESIGN SUBMITTAL

72.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

72.2 CONCEPTUAL DESIGN SUBMITTAL DATA

72.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

73.0 CONCEPTUAL DESIGN FINAL REVIEW

73.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

73.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

73.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

74.0 CONCEPTUAL DESIGN FINALIZATION

74.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

74.2 CONCEPTUAL DESIGN FINALIZATION DATA

74.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

75.0 CONCEPTUAL DESIGN SUBMITTAL

75.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

75.2 CONCEPTUAL DESIGN SUBMITTAL DATA

75.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

76.0 CONCEPTUAL DESIGN FINAL REVIEW

76.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

76.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

76.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

77.0 CONCEPTUAL DESIGN FINALIZATION

77.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

77.2 CONCEPTUAL DESIGN FINALIZATION DATA

77.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

78.0 CONCEPTUAL DESIGN SUBMITTAL

78.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

78.2 CONCEPTUAL DESIGN SUBMITTAL DATA

78.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

79.0 CONCEPTUAL DESIGN FINAL REVIEW

79.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

79.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

79.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

80.0 CONCEPTUAL DESIGN FINALIZATION

80.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

80.2 CONCEPTUAL DESIGN FINALIZATION DATA

80.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

81.0 CONCEPTUAL DESIGN SUBMITTAL

81.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

81.2 CONCEPTUAL DESIGN SUBMITTAL DATA

81.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

82.0 CONCEPTUAL DESIGN FINAL REVIEW

82.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

82.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

82.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

83.0 CONCEPTUAL DESIGN FINALIZATION

83.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

83.2 CONCEPTUAL DESIGN FINALIZATION DATA

83.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

84.0 CONCEPTUAL DESIGN SUBMITTAL

84.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

84.2 CONCEPTUAL DESIGN SUBMITTAL DATA

84.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

85.0 CONCEPTUAL DESIGN FINAL REVIEW

85.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

85.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

85.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

86.0 CONCEPTUAL DESIGN FINALIZATION

86.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

86.2 CONCEPTUAL DESIGN FINALIZATION DATA

86.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

87.0 CONCEPTUAL DESIGN SUBMITTAL

87.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

87.2 CONCEPTUAL DESIGN SUBMITTAL DATA

87.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

88.0 CONCEPTUAL DESIGN FINAL REVIEW

88.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

88.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

88.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

89.0 CONCEPTUAL DESIGN FINALIZATION

89.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

89.2 CONCEPTUAL DESIGN FINALIZATION DATA

89.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

90.0 CONCEPTUAL DESIGN SUBMITTAL

90.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

90.2 CONCEPTUAL DESIGN SUBMITTAL DATA

90.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

91.0 CONCEPTUAL DESIGN FINAL REVIEW

91.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

91.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

91.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

92.0 CONCEPTUAL DESIGN FINALIZATION

92.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

92.2 CONCEPTUAL DESIGN FINALIZATION DATA

92.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

93.0 CONCEPTUAL DESIGN SUBMITTAL

93.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

93.2 CONCEPTUAL DESIGN SUBMITTAL DATA

93.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

94.0 CONCEPTUAL DESIGN FINAL REVIEW

94.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

94.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

94.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

95.0 CONCEPTUAL DESIGN FINALIZATION

95.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

95.2 CONCEPTUAL DESIGN FINALIZATION DATA

95.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

96.0 CONCEPTUAL DESIGN SUBMITTAL

96.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

96.2 CONCEPTUAL DESIGN SUBMITTAL DATA

96.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

97.0 CONCEPTUAL DESIGN FINAL REVIEW

97.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

97.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

97.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

98.0 CONCEPTUAL DESIGN FINALIZATION

98.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

98.2 CONCEPTUAL DESIGN FINALIZATION DATA

98.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

99.0 CONCEPTUAL DESIGN SUBMITTAL

99.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

99.2 CONCEPTUAL DESIGN SUBMITTAL DATA

99.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

100.0 CONCEPTUAL DESIGN FINAL REVIEW

100.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

100.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

100.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

2.1 TRAFFIC IMPACT ASSESSMENT DATA

2.2 TRAFFIC IMPACT ASSESSMENT CONCLUSIONS

3.1 CONCEPTUAL DESIGN DATA

3.2 CONCEPTUAL DESIGN CONCLUSIONS

4.1 CONCEPTUAL DESIGN DEVELOPMENT DATA

4.2 CONCEPTUAL DESIGN DEVELOPMENT CONCLUSIONS

5.1 CONCEPTUAL DESIGN FINALIZATION DATA

5.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

6.1 CONCEPTUAL DESIGN IMPLEMENTATION DATA

6.2 CONCEPTUAL DESIGN IMPLEMENTATION CONCLUSIONS

7.1 CONCEPTUAL DESIGN REVIEW DATA

7.2 CONCEPTUAL DESIGN REVIEW CONCLUSIONS

8.1 CONCEPTUAL DESIGN APPROVAL DATA

8.2 CONCEPTUAL DESIGN APPROVAL CONCLUSIONS

9.1 CONCEPTUAL DESIGN SUBMITTAL DATA

9.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

10.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

10.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

11.1 CONCEPTUAL DESIGN FINALIZATION DATA

11.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

12.1 CONCEPTUAL DESIGN SUBMITTAL DATA

12.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

13.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

13.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

14.1 CONCEPTUAL DESIGN FINALIZATION DATA

14.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

15.1 CONCEPTUAL DESIGN SUBMITTAL DATA

15.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

16.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

16.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

17.1 CONCEPTUAL DESIGN FINALIZATION DATA

17.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

18.1 CONCEPTUAL DESIGN SUBMITTAL DATA

18.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

19.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

19.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

20.1 CONCEPTUAL DESIGN FINALIZATION DATA

20.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

21.1 CONCEPTUAL DESIGN SUBMITTAL DATA

21.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

22.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

22.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

23.1 CONCEPTUAL DESIGN FINALIZATION DATA

23.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

24.1 CONCEPTUAL DESIGN SUBMITTAL DATA

24.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

25.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

25.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

26.1 CONCEPTUAL DESIGN FINALIZATION DATA

26.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

27.1 CONCEPTUAL DESIGN SUBMITTAL DATA

27.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

28.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

28.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

29.1 CONCEPTUAL DESIGN FINALIZATION DATA

29.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

30.1 CONCEPTUAL DESIGN SUBMITTAL DATA

30.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

31.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

31.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

32.1 CONCEPTUAL DESIGN FINALIZATION DATA

32.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

33.1 CONCEPTUAL DESIGN SUBMITTAL DATA

33.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

34.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

34.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

35.1 CONCEPTUAL DESIGN FINALIZATION DATA

35.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

36.1 CONCEPTUAL DESIGN SUBMITTAL DATA

36.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

37.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

37.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

38.1 CONCEPTUAL DESIGN FINALIZATION DATA

38.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

39.1 CONCEPTUAL DESIGN SUBMITTAL DATA

39.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

40.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

40.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

41.1 CONCEPTUAL DESIGN FINALIZATION DATA

41.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

42.1 CONCEPTUAL DESIGN SUBMITTAL DATA

42.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

43.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

43.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

44.1 CONCEPTUAL DESIGN FINALIZATION DATA

44.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

45.1 CONCEPTUAL DESIGN SUBMITTAL DATA

45.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

46.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

46.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

47.1 CONCEPTUAL DESIGN FINALIZATION DATA

47.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

48.1 CONCEPTUAL DESIGN SUBMITTAL DATA

48.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

49.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

49.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

50.1 CONCEPTUAL DESIGN FINALIZATION DATA

50.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

51.1 CONCEPTUAL DESIGN SUBMITTAL DATA

51.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

52.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

52.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

53.1 CONCEPTUAL DESIGN FINALIZATION DATA

53.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

54.1 CONCEPTUAL DESIGN SUBMITTAL DATA

54.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

55.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

55.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

56.1 CONCEPTUAL DESIGN FINALIZATION DATA

56.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

57.1 CONCEPTUAL DESIGN SUBMITTAL DATA

57.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

58.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

58.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

59.1 CONCEPTUAL DESIGN FINALIZATION DATA

59.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

60.1 CONCEPTUAL DESIGN SUBMITTAL DATA

60.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

61.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

61.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

62.1 CONCEPTUAL DESIGN FINALIZATION DATA

62.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

63.1 CONCEPTUAL DESIGN SUBMITTAL DATA

63.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

64.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

64.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

65.1 CONCEPTUAL DESIGN FINALIZATION DATA

65.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

66.1 CONCEPTUAL DESIGN SUBMITTAL DATA

66.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

67.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

67.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

68.1 CONCEPTUAL DESIGN FINALIZATION DATA

68.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

69.1 CONCEPTUAL DESIGN SUBMITTAL DATA

69.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

70.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

70.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

71.1 CONCEPTUAL DESIGN FINALIZATION DATA

71.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

72.1 CONCEPTUAL DESIGN SUBMITTAL DATA

72.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

73.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

73.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

74.1 CONCEPTUAL DESIGN FINALIZATION DATA

74.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

75.1 CONCEPTUAL DESIGN SUBMITTAL DATA

75.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

76.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

76.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

77.1 CONCEPTUAL DESIGN FINALIZATION DATA

77.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

78.1 CONCEPTUAL DESIGN SUBMITTAL DATA

78.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

79.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

79.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

80.1 CONCEPTUAL DESIGN FINALIZATION DATA

80.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

81.1 CONCEPTUAL DESIGN SUBMITTAL DATA

81.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

82.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

82.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

83.1 CONCEPTUAL DESIGN FINALIZATION DATA

83.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

84.1 CONCEPTUAL DESIGN SUBMITTAL DATA

84.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

85.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

85.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

86.1 CONCEPTUAL DESIGN FINALIZATION DATA

86.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

87.1 CONCEPTUAL DESIGN SUBMITTAL DATA

87.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

88.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

88.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

89.1 CONCEPTUAL DESIGN FINALIZATION DATA

89.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

90.1 CONCEPTUAL DESIGN SUBMITTAL DATA

90.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

91.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

91.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

92.1 CONCEPTUAL DESIGN FINALIZATION DATA

92.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

93.1 CONCEPTUAL DESIGN SUBMITTAL DATA

93.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

94.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

94.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

95.1 CONCEPTUAL DESIGN FINALIZATION DATA

95.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

96.1 CONCEPTUAL DESIGN SUBMITTAL DATA

96.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

97.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

97.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

98.1 CONCEPTUAL DESIGN FINALIZATION DATA

98.2 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

99.1 CONCEPTUAL DESIGN SUBMITTAL DATA

99.2 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

100.1 CONCEPTUAL DESIGN FINAL REVIEW DATA

100.2 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

Abstract

Table of Contents

1.0 PROJECT BACKGROUND

1.1 PROJECT DATA, SITE PARKING PLAN

1.2 PROJECT LOCATION AND SITE COVERAGE

A1.3 PREEXISTING PLAN

A1.4 PARKING / WASTE MANAGEMENT PLAN

A1.5 OUTDOOR AMENITY OVERLAY PLAN

2.0 TRAFFIC IMPACT ASSESSMENT

2.1 TRAFFIC IMPACT ASSESSMENT SUMMARY

2.2 TRAFFIC IMPACT ASSESSMENT DATA

2.3 TRAFFIC IMPACT ASSESSMENT CONCLUSIONS

3.0 CONCEPTUAL DESIGN

3.1 CONCEPTUAL DESIGN SUMMARY

3.2 CONCEPTUAL DESIGN DATA

3.3 CONCEPTUAL DESIGN CONCLUSIONS

4.0 CONCEPTUAL DESIGN DEVELOPMENT

4.1 CONCEPTUAL DESIGN DEVELOPMENT SUMMARY

4.2 CONCEPTUAL DESIGN DEVELOPMENT DATA

4.3 CONCEPTUAL DESIGN DEVELOPMENT CONCLUSIONS

5.0 CONCEPTUAL DESIGN FINALIZATION

5.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

5.2 CONCEPTUAL DESIGN FINALIZATION DATA

5.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

6.0 CONCEPTUAL DESIGN IMPLEMENTATION

6.1 CONCEPTUAL DESIGN IMPLEMENTATION SUMMARY

6.2 CONCEPTUAL DESIGN IMPLEMENTATION DATA

6.3 CONCEPTUAL DESIGN IMPLEMENTATION CONCLUSIONS

7.0 CONCEPTUAL DESIGN REVIEW

7.1 CONCEPTUAL DESIGN REVIEW SUMMARY

7.2 CONCEPTUAL DESIGN REVIEW DATA

7.3 CONCEPTUAL DESIGN REVIEW CONCLUSIONS

8.0 CONCEPTUAL DESIGN APPROVAL

8.1 CONCEPTUAL DESIGN APPROVAL SUMMARY

8.2 CONCEPTUAL DESIGN APPROVAL DATA

8.3 CONCEPTUAL DESIGN APPROVAL CONCLUSIONS

9.0 CONCEPTUAL DESIGN SUBMITTAL

9.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

9.2 CONCEPTUAL DESIGN SUBMITTAL DATA

9.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

10.0 CONCEPTUAL DESIGN FINAL REVIEW

10.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

10.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

10.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

11.0 CONCEPTUAL DESIGN FINALIZATION

11.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

11.2 CONCEPTUAL DESIGN FINALIZATION DATA

11.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

12.0 CONCEPTUAL DESIGN SUBMITTAL

12.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

12.2 CONCEPTUAL DESIGN SUBMITTAL DATA

12.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

13.0 CONCEPTUAL DESIGN FINAL REVIEW

13.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

13.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

13.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

14.0 CONCEPTUAL DESIGN FINALIZATION

14.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

14.2 CONCEPTUAL DESIGN FINALIZATION DATA

14.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

15.0 CONCEPTUAL DESIGN SUBMITTAL

15.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

15.2 CONCEPTUAL DESIGN SUBMITTAL DATA

15.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

16.0 CONCEPTUAL DESIGN FINAL REVIEW

16.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

16.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

16.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

17.0 CONCEPTUAL DESIGN FINALIZATION

17.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

17.2 CONCEPTUAL DESIGN FINALIZATION DATA

17.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

18.0 CONCEPTUAL DESIGN SUBMITTAL

18.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

18.2 CONCEPTUAL DESIGN SUBMITTAL DATA

18.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

19.0 CONCEPTUAL DESIGN FINAL REVIEW

19.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

19.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

19.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

20.0 CONCEPTUAL DESIGN FINALIZATION

20.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

20.2 CONCEPTUAL DESIGN FINALIZATION DATA

20.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

21.0 CONCEPTUAL DESIGN SUBMITTAL

21.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

21.2 CONCEPTUAL DESIGN SUBMITTAL DATA

21.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

22.0 CONCEPTUAL DESIGN FINAL REVIEW

22.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

22.2 CONCEPTUAL DESIGN FINAL REVIEW DATA

22.3 CONCEPTUAL DESIGN FINAL REVIEW CONCLUSIONS

23.0 CONCEPTUAL DESIGN FINALIZATION

23.1 CONCEPTUAL DESIGN FINALIZATION SUMMARY

23.2 CONCEPTUAL DESIGN FINALIZATION DATA

23.3 CONCEPTUAL DESIGN FINALIZATION CONCLUSIONS

24.0 CONCEPTUAL DESIGN SUBMITTAL

24.1 CONCEPTUAL DESIGN SUBMITTAL SUMMARY

24.2 CONCEPTUAL DESIGN SUBMITTAL DATA

24.3 CONCEPTUAL DESIGN SUBMITTAL CONCLUSIONS

25.0 CONCEPTUAL DESIGN FINAL REVIEW

25.1 CONCEPTUAL DESIGN FINAL REVIEW SUMMARY

25.2 CON

[illegible]

INTERFACE:
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PROJECT Proposed 30-Unit Townhouse Development	CLIENT BLUETTI ASSEMBLY 247 JONES BLUETTI ROAD RICHMOND, NC	PROJECT NO 2015EUN	SCALE	DRAWN BY NYC/SMS/ADL	CHECKED BY NYC	SHEET TITLE CONTEXT PLAN	DRAWING A1.0
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REZONING APPLICATION (5 LOTS, 30-UNIT TOWNHOMES)			
CIVIC ADDRESS	LEGAL DESCRIPTIONS	PARCEL ID	ZONING
(1) #9211	(1) REAL LOT 2, PLAN 9960	(1) P02 003 762 126	(1) RS1F
(2) #9211	(2) REAL LOT 3, PLAN 9960	(2) P02 001 901 001	(2) RS1F
(3) #9211	(3) REAL LOT 4, PLAN 9960	(3) P02 004 334 416	(3) RS1F
(4) #9211	(4) REAL WEST HALF OF LOT 1, BLOCK "D", PLAN 1207	(4) P02 012 032 204	(4) RS1F
(5) #9211	(5) REAL WEST HALF OF LOT 1, BLOCK "D", PLAN 1207	(5) P02 012 032 204	(5) RS1F
ALL OF SECTION 15, BLOCK 4 NORTH, RANGE 6 WEST, NEW WESTMINSTER DISTRICT			
FAR AREA BY BUILDING			
BUILDING NO.	NO. UNIT	BLDG GROSS	BLDG EXEMPT
1	1 B + 4 C (+ 1 Bm 1)	8,966 sf	9,097 sf
2	4 C + 1 X (+ 1 Bm 2)	8,966 sf	9,097 sf
3	2 D + 1 D (+ 1 Bm 2)	6,951 sf	1,508 sf
4	2 D	4,158 sf	1,508 sf
5	1, 2D + 2 D	6,279 sf	1,508 sf
6	1 A + 1 A (+ 1 Bm 1)	4,514 sf	1,009 sf
7	2 A + 1 A (+ 1 Bm 2)	8,966 sf	1,009 sf
8	4 C	7,732 sf	2,420 sf
9	2 C + 1 X (+ 1 Bm 3)	5,401 sf	1,177 sf
	30 UNITS	58,791 sf	11,184 sf
CONSULTANTS			
JUL 23, 2020 RZ 3 Re-submission			
AUG 02, 2020 RZ 2 Re-submission			
JUL 06, 2022 Rezoning Permit Application			

AVERAGE GRADE CALCULATION (M)											
SITE BLDG 1 BLDG 2 BLDG 3 BLDG 4 BLDG 5 BLDG 6 BLDG 7 BLDG 8 BLDG 9 TOTAL											
SW CORNER	1.07	1.50	1.74	1.74	1.74	1.74	1.74	1.74	1.30	1.30	
SE CORNER	1.50	1.74	1.74	1.74	1.74	1.74	1.74	1.74	1.30	1.50	
NE CORNER	1.00	1.74	1.74	1.55	1.31	1.31	1.24	1.31	1.74	1.74	
NW CORNER	1.33	1.74	1.74	1.31	1.31	1.31	1.12	1.31	1.74	1.74	
AVG GRD	1.23m	1.68m	1.74m	1.59m	1.53m	1.53m	1.53m	1.53m	1.52m	1.52m	1.53m

REVISIONS

LEGAL DESCRIPTIONS

PARCEL ID

ZONING

REVISIONS

LEGAL DESCRIPTIONS

PARCEL ID

ZONING

AVERAGE GRADE CALCULATION (M)											
SITE BLDG 1 BLDG 2 BLDG 3 BLDG 4 BLDG 5 BLDG 6 BLDG 7 BLDG 8 BLDG 9 TOTAL											
SW CORNER	1.07	1.50	1.74	1.74	1.74	1.74	1.74	1.74	1.30	1.30	
SE CORNER	1.50	1.74	1.74	1.74	1.74	1.74	1.74	1.74	1.30	1.50	
NE CORNER	1.00	1.74	1.74	1.55	1.31	1.31	1.24	1.31	1.74	1.74	
NW CORNER	1.33	1.74	1.74	1.31	1.31	1.31	1.12	1.31	1.74	1.74	
AVG GRD	1.23m	1.68m	1.74m	1.59m	1.53m	1.53m	1.53m	1.53m	1.52m	1.52m	1.53m

REVISIONS

LEGAL DESCRIPTIONS

PARCEL ID

ZONING

REVISIONS

LEGAL DESCRIPTIONS

PARCEL ID

ZONING



SEAL:



PLANT SCHEDULE			PROJECT NUMBER: 25-545	
PLANT	QTY	ESTIMATED NAME	COMMON NAME	PLANTED 1/22/27 REMARKS
	4	ACER GINER	PERENNIAL BLUE	20" CAL. 1.1M STD. 588
	4	CELESTIAL ATLANTICA SALICA FASTIGIATA	PARTICULATE BLUE ATLAS CEDAR	2.5M HT. 588
	7	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
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	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588
	1	CELESTIAL ATLANTICA SALICA FASTIGIATA	FOREST PINKY REDDUB	8" CAL. 588



Age Group	Yes (%)	No (%)
0-10	10	90
11-20	20	80
21-30	50	50
31-40	80	20
41-50	90	10
51-60	95	5
61-70	98	2
71+	100	0

CNCL - 149

PROJECT:
TOWNHOUSE DEVELOPMENT
10121-9351 BLUNDELL RD.
RICHMOND, B.C.

DRAWING TITLE:
LANDSCAPE
PLAN

DATE: 26 JUN 03 DRAWING NUMBER: **L1**
 SCALE: 1/16"=1'0"
 DRAWN: MM
 DESIGN: MM
 CHK'D: YR OF 4

25-246

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pmg
LANDSCAPE
ARCHITECTS
Suite C100 - 4188 98th Street Drive
Richmond, B.C. V6X 2C5
P: 604-294-0911 F: 604-294-0222

SEAL

NO.	DATE	REVISION DESCRIPTION	DR.
1	25.03.22	AS NOTED FOR CONSTRUCTION	MR.
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PROJECT
TOWNHOUSE DEVELOPMENT
9121-9351 BLUNDELL RD.
RICHMOND, B.C.

DRAWING TITLE
**LANDSCAPE
SHRUB PLAN**

DATE: 25 JUN 20
SCALE: 1/8" = 1'-0"
DRAWN: MM
DESIGN: MM
CHKD: YS

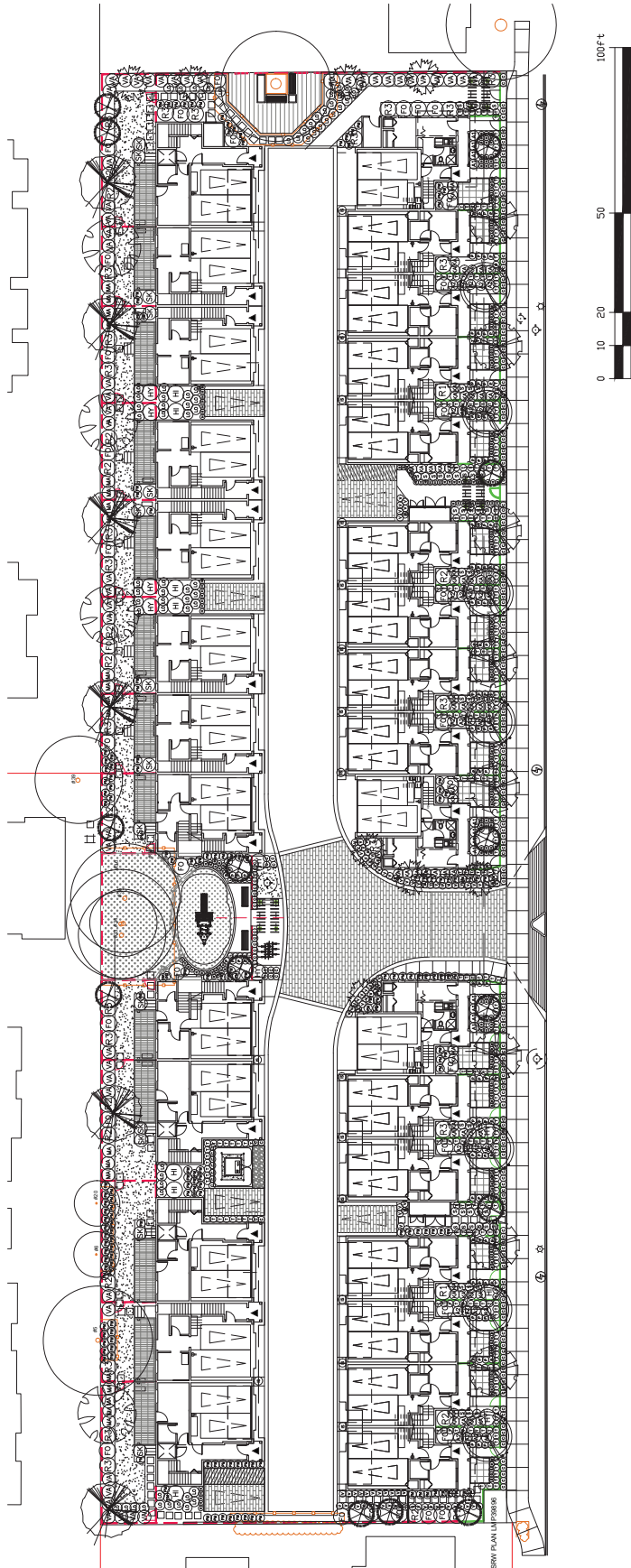
L2

OF 4
PMG PROJECT NUMBER:
25-246

25-246-2.23P

PLANT SCHEDULE			PMG PROJECT NUMBER: 25-246	
KEY	CITY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SHRUB				
12		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
13		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
14		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
15		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
16		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
17		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
18		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
19		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
20		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
21		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
22		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
23		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
24		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
25		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
26		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
27		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
28		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
29		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
30		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
31		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
32		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
33		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
34		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
35		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
36		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
37		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
38		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
39		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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41		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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63		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
64		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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67		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
68		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
69		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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71		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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73		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
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99		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM
100		AZALEA JAPONICA 'HINO CARMON'	AZALEA SINGLE DEEP CRIMSON	#2 POT, 20CM

CNCL - 150



Absolutely no grade changes are to occur within ANY TPZ; the existing grade cannot be altered (raised or lowered) and all pre-loading, retaining walls, perimeter drainage and silt fencing must be installed outside of the TPZ.

If the existing fence within ANY TPZ is to be removed, then removal must be performed manually. The new fence must be placed in the same footprint using the existing post holes. If any excavation is required into the TPZ for new fence posts, then this must be performed manually; if large roots (1.5" diameter and larger) are encountered, then the posts must be shifted to accommodate and placed offset from the stems.

Demolition of the existing garage foundation adjacent to the TPZ must be supervised by a Certified Arborist.

Any excavation for the proposed patio that encroaches within the TPZ must be supervised by a Certified Arborist.

Removal of trees #36-38 within the TPZ must be supervised by a Certified Arborist. Tree #36 must be cut to grade and the stump ground down.

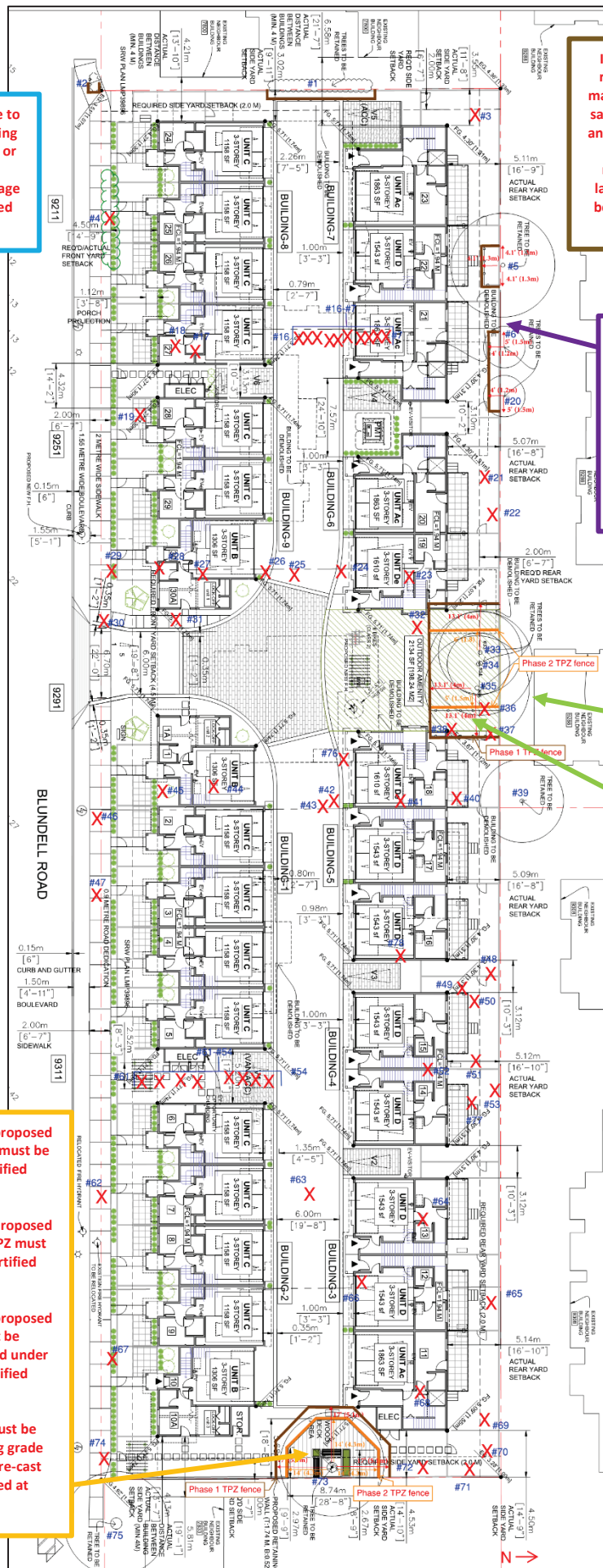
Any excavation for the proposed building that encroaches into the TPZ must be supervised by a Certified Arborist. The northeast foundation wall of the proposed building that encroaches into the TPZ must use an L shape footing to reduce encroachment and the line of excavation required. All exposed roots will be properly pruned, then they must be covered with burlap and poly plastic to prevent desiccation of exposed roots; this root curtain must be removed just prior to backfilling.

Any excavation for the proposed building within the TPZ must be supervised by a Certified Arborist.

Any excavation for the proposed drive aisle within the TPZ must be supervised by a Certified Arborist.

Any excavation for the proposed retaining wall must be performed manually and under supervision of a Certified Arborist.

The proposed deck must be installed above existing grade and supported using pre-cast deck footings installed at existing grade.



Tree Management Plan – Not to Scale



Address: 9211, 9251, 9291, 9311, 9351 Blundell Road

File No.: RZ 22-017350

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10737, the applicant is required to complete the following:

1. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
2. **(Road Dedication)** 0.9 m wide road dedication along the entire Blundell Road frontage of the subject site. Note: this will require an overlay of the proposed functional plan with the dedication plan and signed and sealed confirmation that the required improvements can be accommodated within the dedication area.
3. **(Lot Consolidation)** Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
4. **(Arborist's Contract)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees/hedges to be retained (Tag # 1, 2, 5, 6, 20, 33, 34, 35, 39, 73, 75). The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
5. **(Tree Survival Security)** Submission of a Tree Survival Security to the City in the amount of \$40,000.00 for the four on-site trees to be retained (Tag # 33, 34, 35, 73). The City may release up to 90% of the security following substantial completion of construction and landscaping subject to a landscape inspection to the City's satisfaction, and may release the remaining per cent (e.g., 10%) of the security following a one-year maintenance period if the trees have survived. The applicant must also enter into a legal agreement to accompany the tree survival security, which sets the terms for use and release of the security.
6. **(Tree Contribution)** City acceptance of the applicant's voluntary contribution to the City's Tree Compensation Fund for the planting of replacement trees within the City in the amount of:
 - a) \$63,750.00 in-lieu of planting the balance of required replacement trees on-site.
 - b) \$3,000.00 for the removal of trees on City property (Tag # 46, 47).
7. **(Contribution – Indoor Amenity)** City acceptance of the applicant's voluntary contribution of \$2,309.00 per dwelling unit for the first 19 units and \$4,617.00 per dwelling unit for the remaining 11 units (e.g. \$94,658.00) to the City's leisure facilities reserve fund in-lieu of providing on-site indoor amenity space. Where the contribution is not received within one year of the rezoning bylaw receiving third reading, the contribution shall be recalculated based on the rate in effect at the time of payment, as updated periodically and published in a City Bulletin.
8. **(Contribution - Child Care)** City acceptance of the applicant's voluntary contribution in the amount of \$129,600.16 to the City's Child Care Reserve.
9. **(Public Art – Cash Contribution)** City acceptance of the applicant's voluntary contribution towards the City's Public Art Reserve Fund, the terms of which shall include the following:
 - a) The value of the applicant's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site's proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

Building Type	Rate	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Townhouses	\$1.08/ft ² (2026 rate)	3,999.52 m ² (43,050.47 ft ²)	\$46,494.50

- b) In the event that the contribution is not provided within one year of the application receiving third reading of the rezoning bylaw, the contribution rate (as indicated in the table in item “a”) above) shall be increased annually thereafter based on the *Statistics Canada Consumer Price Index (All Items) – Vancouver* yearly quarter-to-quarter change, where the change is positive.
10. **(Contribution – Affordable Housing Strategy)** City acceptance of the applicant’s voluntary contribution in the amount of \$18.00 per buildable square foot (e.g. \$774,908.50) for sites within City Centre to the City’s affordable housing reserve fund.
11. **(Contribution – Market Rental Housing Policy)** City acceptance of the applicant’s voluntary contribution in the amount of \$3.09 per buildable square foot (e.g. \$133,025.95) to the City’s affordable housing reserve fund.
12. **(CCAP Community Planning)** City acceptance of the developer’s voluntary contribution to future City community planning studies (as set out in the City Centre Area Plan) and as indicated in the table below.

	Site Area for Density Purposes	Maximum FAR	Maximum Permitted Floor Area	CCAP Community Planning Rate (in effect until February 27, 2027)	Voluntary Contribution
TOTAL	4,999.4 m ² (53,813 ft ²)	0.80	3,999.52 m ² (43,050.47 ft ²)	\$0.36/ft ²	\$15,498.16

Note: In the event that the contribution is not provided within one year of the rezoning bylaw receiving third reading of Council, the contribution rate shall be changed to the Council-approved rate in effect at the time the contribution is provided and the value of the contribution shall be changed accordingly, where the change is positive.

13. **(Flood Covenant)** Registration of a flood indemnity covenant on title (Area A).
14. **(No Rental and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
15. **(Secondary Suite)** Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed in three townhouses units on-site, to the satisfaction of the City in accordance with the BC Building Code and the City’s Zoning Bylaw (i.e., a total of three secondary suites).
16. **(No Stratification – Secondary Suite)** Registration of a legal agreement on Title to ensure that the secondary suites cannot be stratified.
17. **(City Centre Future Development Impacts)** Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
18. **(Servicing Agreement)** Enter into a Servicing Agreement* (SA) for the design and construction of frontage and road improvements along Blundell Road and for the required water, storm, and sanitary sewer service works. A Letter of Credit or cash security for the value of the SA works, as determined by the City, will be required as part of entering into the SA. The works are to include (but are not limited to) the following:

Note: A partial approval to the SA design is required prior to issuance of a Demolition Permit for the existing houses at 9211, 9251, 9291, 9311, 9351 Blundell Road. This is to facilitate timely removal of the existing sanitary system along the south property line of the proposed site and to ensure that the existing Statutory Right-of-Way (SRW) for the sewer are discharged before the start of any site preparation works.

Water Works

- a) Using the OCP Model, there is 714.0 L/s of water available at a 20 psi residual at the Blundell Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) At the applicant’s cost, the applicant is required to:
- Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm that the proposed development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit (BP) stage building designs.

- ii. Provide a SRW for the water meter and meter chamber (unless the meter is to be located in a mechanical room), at no cost to the City. Exact SRW dimensions to be finalized during the SA design review process.
- iii. Review hydrant spacing on all road frontages and install new hydrants as required to meet City spacing requirements for the proposed land use. At minimum, one additional hydrant on the Blundell Road frontage is required.
- iv. Fire department sign-off is required to confirm if the location of the existing and proposed hydrants are sufficiently close to service the most remote principal entrance.
- v. Fire department approval is required for all fire hydrant installations, removals, and relocations.
- c) At the applicant's cost, the City will:
 - i. Install a new hydrant at Blundell Rd frontage to meet City hydrant spacing requirements.
 - ii. Relocate the existing fire hydrants out of the proposed sidewalk at Blundell Road.
 - iii. Install a new service connection off of the existing watermain at Blundell Road complete with water meter. The size and location of the required water service connection will be finalized via the SA design review process.
 - iv. Replace the portion of the existing 300 mm AC watermain that will be impacted by the required storm sewer service connection.
 - v. Cut, cap, and remove all existing water service connections and meters to the development site.
 - vi. Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works

- d) At the applicant's cost, the applicant is required to:
 - i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the SA design review process.
 - ii. Not connect to the existing lane drainage systems at the east and west sides of the proposed site.
 - iii. Provide a SRW for the inspection chamber. Minimum SRW dimensions shall be 1.5 m by 1.5 m. Exact SRW dimensions to be finalized via the SA design review process.
- e) At the applicant's cost, the City will:
 - i. Cut and cap all existing storm service connections to the development site and remove inspection chambers. Retain shared inspection chambers at the southwestern (STIC50234) and southeastern (STIC50211) corners of the development site
 - ii. Install one new storm service connection, complete with inspection chamber, off the existing storm sewer at the Blundell Rd frontage. Inspection chamber to be located in a SRW on-site. Fences or hedges are not permitted within the required SRW. The inspection chamber shall be accessible from the roadway for maintenance purposes.

Sanitary Sewer Works

- f) Clarifications on the following required sanitary works:
 - i. The proposed development is required to connect to the existing sanitary system in Heather Street frontage because the proposed development is in the Heather North sanitary lift station catchment.
 - ii. The existing sanitary line along the south property line of 7800 Heather Street is a 150 mm diameter lateral connection which does not meet the City's standards to service the proposed development. Therefore, a new 200 mm sanitary gravity main is required along the Blundell Road frontage of 7800 Heather Street.
- g) At the applicant's cost, the applicant is required to:
 - i. Extend the existing 200 mm diameter sanitary main that is aligned north-south at Heather Street approximately 2.0 m southward complete with a manhole at the south end.
 - ii. Extend the new 200 mm diameter sanitary main from the new manhole approximately 35 m eastward complete with a new manhole at the east end. This will require removal and/or relocation of an existing BC Hydro pole. Poles are not permitted within the corridor of the new sanitary main.

- iii. Install a new service connection complete with inspection chamber and tie-in to the new manhole at the high end. All sanitary flows from the proposed shall be directed to the new inspection chamber at the southwest corner of the development site.
- iv. Provide approximately 3.0 m by 3.0 m SRW at the southwest corner to contain the required sanitary inspection chamber. Fences or hedges are not permitted within the required SRW. The sanitary inspection chamber shall be accessible from the roadway for maintenance purposes.
- v. Provide written notification to the adjacent property owners (e.g., 7800 Heather Street and 7833 Ash Street) for any required sanitary works that may impact access to their site, landscaping features, or other items. Each property must be sent a letter via registered mail that includes the scope of work, the potentially affected items (i.e. landscaping, driveways, fences, etc.), and the proposed impact mitigation strategy. Prior to sending the letters to the property owners, each letter must be submitted to the City for review and approval. Once the letters are received by the property owners and they have been given sufficient time for review (at least one week), the applicant is required to obtain signed acknowledgement from each property owner and submit to the City prior to approval of the SA design.
- vi. Remove the existing sanitary main along the south property line of the proposed development. A manhole is required at the new high point of the pipe. The manhole and the new high point shall be located at the southeast corner of the development site. No new sanitary connection is permitted at this manhole. A 3.0 m by 3.0 m SRW is required at the southeast corner to contain the new manhole. Fences or hedges are not permitted within the required SRW. The sanitary manhole shall be accessible from the roadway for maintenance purposes.
- vii. Obtain a partial approval to the SA design to facilitate removal of the existing sanitary system along the south property line of the development site ahead of the other SA works and to discharge the existing SRWs along the south property line. The partial approval to the SA design is required prior to issuance of the Demolition Permits for the existing houses within the development site. This is to ensure that the existing sanitary system is removed and the existing SRWs are discharged at the south property line of the development site before the start of any site preparation works.
- viii. Discharge the existing SRWs after the existing sanitary system along the south property line is removed. A signed and sealed letter from the applicant's engineer is required to certify the pipe and manhole removals. The discharge of the existing SRWs shall happen before start of site preparation works (e.g., pre-load, site densification etc.) or BP issuance, whichever occurs first, because the proposed buildings conflict with the existing SRWs. Therefore, if the SA design is not yet approved at the time that site preparation is required or at BP stage, a partial approval to the SA may be required to facilitate removal of the existing sanitary infrastructure ahead of the other SA works. Discharge of the existing SRWs and registration of the new SRWs for the new sanitary manholes are required prior to Engineering Department sign-off on the BP application.
- ix. Not encroach into City SRWs with any proposed trees, retaining walls, or other non-removable structures.
- h) At the applicant's cost, the City will:
 - i. Cut and cap all existing service connections to the development site and remove inspection chambers. Retain shared inspection chambers at the southwestern (SIC14984) and southeastern (SIC114) corners of the development site.
 - ii. Complete all tie-ins for the proposed sanitary works to existing City infrastructure.

Street Lighting

- i) At the applicant's cost, the applicant is required to:
 - i. Review street lighting levels along all road and lane frontages, and upgrade as required.
- j) At the applicant's cost, the City will:
 - i. If required, coordinate with BC Hydro regarding the removal of leased BC Hydro street lighting luminaires and associated arms.

Frontage Improvements

- k) At the applicant's cost, the applicant is required to complete other frontage improvements as per the City's Transportation Department requirements. This includes (but is not limited to) the following:

- i. The existing driveways along the subject site's Blundell Road frontage shall be closed permanently. The applicant is responsible for removal of the existing driveway letdowns and replacement with barrier curb and gutter, sidewalk, and boulevard as described below.
 - ii. Design and construction of the following along the entire frontage of the subject site (from north to south, starting at the site's new south property line), with tie into existing infrastructure to the east and west of the site (while protecting the existing hedge tag # 2 located in the boulevard along Blundell Road abutting the south property line of 7800 Heather Street):
 - Minimum 2.7 m wide concrete sidewalk/future multi-use pathway.
 - Minimum 0.8 m wide boulevard.
 - 0.15 m wide curb and gutter in alignment with existing.
 - iii. Design and construction of the following road improvements along the entire frontage of the subject site within the existing 13.86 m roadway on Blundell Road:
 - 3.3 m wide curb lane, 3.1 m wide median lane.
 - 1.06 m center painted median.
 - Lane shifting and painted center median is to be introduced west of Heather Street in advance of the special crosswalk and extend the full frontage of the development and tie in west of Ash Street.
 - 0.85 m wide concrete center median with 0.10 m shy distance to be installed across the development's driveway and extend: to the west, 20 m west of the driveway flair or to the Heather Street intersection; and to the east, 10 m west of the existing driveway flair on 8051 Ash Street. Confirm no northbound left turn conflict with new median for drivers exiting 8051 Ash Street.
 - iv. A 2.0 m by 2.0 m corner cut SRW is required on both sides of the subject site driveway at the Blundell Road frontage to ensure visibility for vehicles entering and exiting the subject site and cross vehicles and pedestrians/bikes on the sidewalk.
- l) At the applicant's cost, the applicant is required to:
- i. Return the existing Hydro lease lights and replace with City standard street lighting.
 - ii. Coordinate with BC Hydro, Telus and other private communication service providers:
 - To relocate/underground the existing overhead lines and poles to prevent conflict with the proposed sidewalk.
 - To underground overhead service lines.
 - To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - To locate all proposed underground structures (e.g. junction boxes, pull boxes, service boxes, etc.) outside of bike paths and sidewalks.
 - Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development's design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., SRW dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown on the architectural plans/functional plan, the SA drawings, and registered prior to SA design approval:
 - BC Hydro PMT – 4.0 m x 5.0 m
 - BC Hydro LPT – 3.5 m x 3.5 m
 - Street light kiosk – 1.5 m x 1.5 m
 - Traffic signal kiosk – 2.0 m x 1.5 m
 - Traffic signal UPS – 1.0 m x 1.0 m
 - Shaw cable kiosk – 1.0 m x 1.0 m
 - Telus FDH cabinet – 1.1 m x 1.0 m

General Items

m) At the applicant's cost, the applicant is required to:

- i. Provide, prior to start of site preparation works or within the first SA submission, whichever occurs first, a geotechnical assessment of preload and soil preparation impacts on the existing utilities (e.g., AC watermain along Blundell Road) fronting the development site and provide mitigation recommendations.
- ii. Provide a video inspection report of the existing sanitary sewers along the south property lines of 7800 Heather Street and 7833 Ash Street prior to start of site preparation works or within the first SA submission, whichever occurs first. A follow-up video inspection report after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) is required to assess the condition of the existing utilities and provide recommendations. Any utilities damaged by the preload, dewatering, or other development-related activity shall be replaced at the applicant's cost.
- iii. Storm and sanitary works shall be completed before installing the final new driveway.
- iv. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the applicant's cost. The post-preload elevation survey shall be incorporated within the SA design.
- v. Monitor the settlement at the adjacent utilities and structures during preloading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
- vi. Submit a proposed strategy at the BP stage for managing excavation dewatering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of dewatering, the applicant will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the applicant will be required to enter into a dewatering agreement with the City wherein the applicant will be required to treat the groundwater before discharging it to the City's storm sewer system.
- vii. Not encroach into City SRWs with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into SRWs must be reviewed by the City's Engineering Department.
- viii. Coordinate the SA design for this development with the SA(s) for adjacent developments, both existing and in-stream. The applicant's civil engineer shall submit a signed and sealed letter with each SA submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the SA designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - Pipe sizes, material and slopes.
 - Location of manholes and fire hydrants.
 - Road grades, high points and low points.
 - Alignment of ultimate and interim curbs.
 - Proposed street lights design.
- ix. Enter into, if required, additional legal agreements, as determined through the subject development's SA(s) and/or Development Permit(s), and/or BP(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, 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.

19. **(Fees - Notices)** Payment of all fees in full for the cost associated with the public notices (e.g., Notice of First Reading), consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

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

1. **(Landscape Plan and Cost Estimate)** Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and a cost estimate for the works provided by the Landscape Architect (including installation and a 10 per cent contingency), which will form the basis for the landscaping security required prior to Development Permit issuance.
2. **(Energy Efficiency Report)** Submission of a townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City's Official Community Plan and Building Regulation Bylaw No. 7230.

Prior to Demolition Permit* issuance, the applicant must complete the following requirements:

1. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03

Prior to Building Permit* issuance, the applicant must complete the following requirements:

1. **(Accessibility Measures)** Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and Development Permit processes (e.g., Convertible unit features in four units, and aging-in-place features in all units).
2. **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. The Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
3. **(Construction Hoarding)** Obtain a BP for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the BP. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.

- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

(signed concurrence on file)

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10737 (RZ 22-017350)
9211, 9251, 9291, 9311, 9351 Blundell 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 **“HIGH DENSITY TOWNHOUSES (RTH2)”**.

P.I.D. 003-787-125

Lot 2 Section 15 Block 4 North Range 6 West New Westminster District Plan 9960

P.I.D. 001-901-001

Lot 3 Section 15 Block 4 North Range 6 West New Westminster District Plan 9960

P.I.D. 004-334-418

Lot 4 Section 15 Block 4 North Range 6 West New Westminster District Plan 9960

P.I.D. 012-032-204

West half of Lot 11 Block “G” Section 15 Block 4 North Range 6 West New Westminster District Plan 1207

P.I.D. 004-506-383

Lot 36 Section 15 Block 4 North Range 6 West New Westminster District Plan 33507

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10737”**.

FIRST READING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



To:	Public Works and Transportation Committee	Date:	August 20, 2026
From:	Roeland Zwaag General Manager, Engineering and Public Works	File:	10-6125-07-01/2025-Vol 01
Re:	Local Government Climate Action Program (LGCAP) Year 5 Survey Report and 2025 Corporate Emission Inventory		

Staff Recommendation

That the LGCAP Year 5 Survey and Attestation Form as described in the report titled “Local Government Climate Action Program (LGCAP) Year 5 Survey Report and 2025 Corporate Emission Inventory”, dated August 20, 2026, from the General Manager, Engineering and Public Works be endorsed and posted on the City's website for public information, in accordance with Provincial requirements.

Executive Summary

The Local Government Climate Action Program (LGCAP) was introduced by the Province in 2022 as a replacement for the former Climate Action Revenue Incentive Program (CARIP). Through LGCAP, the City of Richmond received \$566,082 annually in 2022 and 2023, and \$552,886 annually for fiscal years 2024, 2025 and 2026. Consistent with Council direction, LGCAP funding is being allocated strategically to accelerate implementation of key actions from the Community Energy and Emissions Plan (CEEP) 2050, program development, technical analysis, stakeholder engagement and demonstration projects.

This report fulfills the Province’s Year 5 LGCAP reporting requirements and provides an update on corporate energy use and greenhouse gas (GHG) emissions for the 2025 reporting year, along with a summary of community and corporate climate actions undertaken in 2025. Overall, corporate building GHG emissions in 2025 were 22 per cent lower than the 2007 baseline year, as a result of energy efficiency improvements, mechanical system upgrades, connection to a low-carbon district energy system, and low-carbon electrification projects across City facilities.

The report highlights the City’s continued leadership in climate action and environmental sustainability through implementation of Council-endorsed strategies and projects aligned with the Province’s CleanBC Roadmap to 2030 and draft Climate Preparedness and Adaptation Strategy. With Council endorsement of this report, the City will complete the final step of the Province’s Year 5 LGCAP reporting process through public posting of the completed Survey Report and Attestation Form.

Staff Report

Origin

The Government of British Columbia (the Province) announced the Local Government Climate Action Program (LGCAP) in May 2022 as a replacement of the previous Climate Action Revenue Incentive Program (CARIP), which was discontinued in 2021. LGCAP uses a revised approach for allocating funding to local governments and Modern Treaty First Nations. Through this revised approach, the City of Richmond received \$566,082 for fiscal years 2022 and 2023 and \$552,886 for fiscal years 2024, 2025, and 2026.

Per Council direction from November 14, 2022, LGCAP funding is being allocated strategically each year to accelerate progress in reducing emissions from existing buildings and vehicle transportation, noted as Major Moves for 2030 in the Community Energy & Emissions Plan (CEEP) 2050. The funding supports initiatives such as zero-emission vehicles, energy retrofits for existing buildings, demonstration projects, incentives, as well as community outreach and engagement.

This report updates Council on corporate energy and emission inventories for the operating year 2025. It also provides a summary of both corporate and community actions undertaken in 2025 that align with the Province's CleanBC Roadmap to 2030 and the draft BC Climate Preparedness and Adaptation Strategy, as required by LGCAP reporting guidelines.

This report supports Council's Strategic Plan 2022-2026 Focus Area #5 A Leader in Environmental Sustainability:

Leadership in environmental sustainability through innovative, sustainable and proactive solutions that mitigate climate change and other environmental impacts.

Analysis

Annual Submission Requirements for LGCAP Funding

To be eligible for Year 5 LGCAP funding, local governments are required to:

1. Complete an online survey detailing actions undertaken by the City that align with the Province's CleanBC Roadmap and the draft Climate Preparedness and Adaptation Strategy;
2. Provide an Attestation Form signed by the Chief Financial Officer by July 31, 2026, stating that the funds received will be used for community climate action initiatives; and
3. Post a completed version of the LGCAP Year 5 Survey Report and Attestation Form publicly by September 30, 2026.

Items one and two were completed in July 2026 as part of the Provincial submission requirements (Attachment 1). With Council endorsement of this report, Item three will be completed as the final step in the Year 5 LGCAP reporting process.

Annual Submission Requirements for LGCAP Funding

The Province has made minor revisions to the annual LGCAP Survey Report for the fifth reporting year, incorporating feedback received following the 2025 submission process and during provincial workshops held in early 2026. The overall reporting objectives include:

- Reporting annual corporate energy use and greenhouse gas (GHG) emissions;
- Profiling actions taken at the community level to mitigate GHG emissions;
- Profiling actions taken to improve local resilience and adaptation to the effects of climate change; and
- Informing Provincial efforts to better support local communities on climate change.

The last page of the Survey Report includes a one-page form that has been signed by the General Manager, Finance and Corporate Services, attesting that LGCAP funds have been, or will be, allocated for climate action, and that funds held in reserve will be spent by the end of the fiscal year 2027 (ending March 31, 2028).

The Survey Report (question #20) notes that a lump sum of \$1,658,659 in LGCAP funding for 2024-2026 was received in March 2024 and placed in the City restricted grant account. The total amount of \$1,132,164 in LGCAP funding was received from the Province in 2022 and 2023 and has been fully spent as of October 2025 in accordance with Provincial program requirements. As directed by Council, LGCAP funding is fully supporting temporary staff positions in the following strategic areas: the City-wide transition to some zero-emission mobility modes and retrofits to existing buildings. Remaining LGCAP funds are being allocated strategically to program development, technical analysis, and stakeholder engagement in these two areas, as well as in other strategic priority areas of the CEEP.

LGCAP Corporate Energy Emissions for 2025 Reporting Year

This report includes the City's corporate emissions for reporting year 2025, which adheres to the LGCAP guidance and methodology. Corporate reporting includes emissions associated with traditional municipal services, as well as municipal services that are contracted out, such as community recycling collection.

Overall, corporate building GHG emissions in 2025 were 22 per cent lower than in baseline year 2007¹. Staff reported that the significant reduction in emissions is primarily attributable to energy efficiency improvements, mechanical system upgrades, and low-carbon electrification projects across City facilities. Total Fleet fuel consumption also decreased by approximately four per cent between 2024 and 2025.

¹ In 2007, total corporate GHG emissions were 6,106 tonnes CO₂e, compared to 4758 tonnes CO₂e in 2025. Detailed calculations are provided in Attachment 2.

However, reported Fleet emissions increased due to the established methodology used to allocate a portion of fuel consumption to capital project activities. As the capital project adjustment was substantially lower in 2025 than in 2024, a greater share of total fuel use was attributed to Fleet operations for reporting purposes, despite an overall decrease in actual fuel consumption.

Table 1: 2025 Corporate Emission Sources

Emission Sources and Credits	tonnes CO₂e	Quantification Method
Emissions from services delivered directly by the City	6,882	Derived from metered energy consumption and associated GHG emissions from stationary sources (buildings, lighting, and pumps, except energy use by police services) and Corporate mobile sources (fleet, except construction related fuel use) used directly by the City.
Emissions from contracted services delivering services on the City's behalf	2,205	Uses the Province of BC's standard methodology and guidance for estimating contracted emissions in corporate inventories.
Total Corporate Emissions	9,087	
Household organic waste composting – Diverted from landfill	10,191	BC Government GHG Reduction Projects reporting method
Surplus GHG emission credits from 2024 Reporting Year	14,302	2024 LGCAP Reporting Year
Total Carbon Credits (Offsets)*	24,493	
Net carry forward carbon credits for 2026 reporting year	15,406	Total Carbon Credits minus Corporate Emissions in 2025

* **NOTE** Last year, the City reported surplus emission credits of 14,302 tonnes of CO₂e that have been carried forward from 2024 to help offset emissions incurred in 2025. BC municipalities had the option to utilize carbon credits to offset annual corporate emissions under the BC government's former carbon neutral program, which was officially cancelled in early 2024 (not included in the survey).

Budgetary Implications

None.

Conclusion

The City of Richmond is a leader in reducing community and corporate GHG emissions through innovative projects and programs. Provincial LGCAP funding is being used strategically to accelerate implementation of key actions from the Community Energy and Emission Plan (CEEP). Funding is supporting the transition to some zero emission mobility modes in Richmond and advancing low-carbon retrofits to Richmond's existing building stock, but also opportunistically supporting other City-wide and corporate actions noted in the CEEP. Through the implementation of these actions, the City is seeking to position itself for a successful transition to a low carbon and climate-resilient community.

August 20, 2026

- 5 -

Respectfully submitted,

Chad Paulin, Director, Climate and Environment

Report Contributors

This report was prepared by Jovan Cheema, Manager, Climate Action and reviewed by Intergovernmental Relations, Finance, District Energy, Facilities, Project Development, Emergency Programs, Building Approvals, Community Social Development, Policy Planning, Engineering, Public Works, Environmental Programs, Fleet, and Transportation.

Endorsed by Serena Lusk, CAO

Att. 1: LGCAP Year 5 Survey Report and Attestation Form
2: 2025 Corporate Energy and Emissions Inventory



Local Government Climate Action Program Survey 2025

Introduction

The Local Government Climate Action Program (the Program or LGCAP) aims to catalyze the efficient flow of financial resources, data and knowledge between Modern Treaty Nations, local governments, and the Provincial Government to allow for cost effective, impactful, locally implemented climate action. For more information about the Program you can refer to the [website](#).

What is climate action?

For the purposes of this program, a climate initiative or action is one that reduces greenhouse gas (GHG) emissions (mitigation) and/or strengthens resilience to the impacts of climate change (adaptation). This includes (but is not limited to): climate-related hazards; integrating climate change measures into policies, strategies, planning and investments; improving education; raising awareness of climate change causes and solutions; increasing human and institutional capacity with respect to climate change mitigation and adaptation, impact reduction and early warning systems.

Information collected will:

- *Highlight local government and Modern Treaty Nation climate leadership;*
- *Profile action by including local government and Modern Treaty Nation emissions, resilience and climate action performance data in the annual [Climate Change Accountability Report](#), LGCAP Summary Report and on the Program's public facing [website](#);*
- *Help inform policy development and monitor progress on achieving provincial and local climate objectives; and*
- *Support provincial efforts to better collaborate with and enable communities to advance climate action.*

The survey was informed by:

- *Feedback from local governments, Modern Treaty Nations, external and ministerial partners;*
- *National and international GHG reporting protocols; and*
- *The CDP (formerly [Carbon Disclosure Project](#), a global non-financial disclosure system).*

The Survey

Climate Action Planning

Climate Action Plans are strategic roadmaps that identify how an organization will reduce their greenhouse gas (GHG) emissions (mitigation), increase their resilience to the impacts of climate change (adaptation), or a combination of both.

To answer the following questions, consider staff that contribute to activities that reduce GHG emissions and/or strengthen resilience and the ability to adapt to climate-induced impacts. This includes (but is not limited to): climate-related hazards; integrating climate change measures into policies, strategies and planning; improving education, raising awareness of climate change causes and solutions, increasing human and institutional capacity with respect to climate change mitigation and adaptation, impact reduction and early warning systems.

***Question 1: How many full time equivalent (FTE) staff work on climate action in your organization?**

8

***Question 2: Does your local government or Nation have a community-wide climate action plan or other guiding document(s)?**

☒ Yes

☐ No

Please select the type of plan(s) from the list.

☐ Integrated climate plan (addressing mitigation, adaptation and/or energy use)

☐ Integrated climate plan (addressing mitigation and adaptation)

☒ Integrated climate plan (addressing mitigation and energy)

☐ Integrated climate plan (addressing adaptation and energy)

☐ Standalone mitigation plan

☒ Standalone adaptation plan

☐ Standalone energy-related plan

☐ Don't know

If not, please select one or more options from the list.

☐ No, but we are currently undertaking one and it will be completed in the next two years.

☐ No, we are not intending to undertake one due to lack of financial capacity.

☐ No, we are not intending to undertake one due to lack of expertise or technical capacity.

***Question 3: Does your local government or Nation have a corporate climate action plan or other guiding document(s)?**

☒ Yes

☐ No

Please select the type of plan(s) from the list.

☐ Integrated climate plan (addressing mitigation, adaptation and/or energy use)

☐ Integrated climate plan (addressing mitigation and adaptation)

☐ Integrated climate plan (addressing mitigation and energy)

☐ Integrated climate plan (addressing adaptation and energy)

☒ Standalone mitigation plan

☐ Standalone adaptation plan

☒ Standalone energy-related plan

☐ Don't know

If not, please select one or more options from the list.

☐ No, but we are currently undertaking one and it will be completed in the next two years.

- ☐ No, we are not intending to undertake one due to lack of financial capacity.
- ☐ No, we are not intending to undertake one due to lack of expertise or technical capacity.

***Question 4: Please select up to 3 challenges impeding the advancement of climate action in your community.**

- ☒ Lack of jurisdiction
- ☐ Lack of staff capacity or expertise
- ☐ Lack of financial resources
- ☒ Lack of data or information
- ☐ Lack of provincial or federal government support or collaboration
- ☐ Competing priorities
- ☐ Other (please specify):

Traditional Services Greenhouse Gas Emissions

Measuring and reporting traditional services emissions (defined in previous years as corporate emissions) is a Program requirement for all communities with a 2020 population of 5000 residents and above ([see population statistics here](#)).

This requirement can be fulfilled using an established reporting framework of your choosing (CDP, GHG Protocol for Cities, etc.), including the LGCAP scope and boundaries described in the [LGCAP Traditional Services Boundaries and Scope Guidance](#). Contracted emissions must be accounted for regardless of which protocol your local government employs. Local governments with populations below 5000 and Modern Treaty Nations are not required to report traditional services greenhouse gas emissions but are encouraged and supported to do so on a voluntary basis.

***Question 5: For the 2025 calendar year, has your local government or Nation measured and reported associated traditional services GHG emissions?**

- ☒ Yes
- ☐ No, but for a past year. (Please enter most recent year completed: YYYY)
- ☐ No

If your local government or Nation measured 2025 traditional services GHG emissions, please report the GHG emissions from services delivered directly (in tonnes of carbon dioxide equivalent) from scope 1 and scope 2 sources

6,882

If your local government or Nation measured 2025 traditional services GHG emissions, please report the GHG emissions from contracted services (in tonnes of carbon dioxide equivalent) from scope 1 and scope 2 sources.

2,205

If your local government or Nation measured 2025 traditional services GHG emissions, please report the total GHG emissions from both directly delivered and contracted services (in tonnes of carbon dioxide

equivalent) from scope 1 and scope 2 sources.

9,087

Optional: If your local government or Nation estimated fuel consumption and emissions from contracted services (because you were unable to obtain fuel consumption data directly from all contractors), please report the average percentage you applied to all contracts that was associated with fuel consumption (calculated from a sample of contracts and entered in the [Contracted Services Emissions Calculator](#) in the field 'Fuel % cost of overall contracted service cost').

If your local government or Nation measured 2025 traditional services GHG emissions, please report what protocol you used to measure emissions.

- ☒ LGCAP methodology (our guidance documents such as the [B.C. Best Practices Methodology for Quantifying GHG Emissions](#) and the [LGCAP Traditional Services Boundaries and Scope Guidance](#))
- ☐ CDP
- ☐ Greenhouse Gas Protocol
- ☐ Other (please specify):

Optional: Please indicate how many tonnes of CO2e are associated with facilities.

4,758

Optional: Please indicate how many tonnes of CO2e are associated with mobile sources.

2,124

Please provide the link to the public report if available.

Optional

If not, please select all that apply.

- ☐ No, due to lack of staff and technical capacity.
- ☐ No, due to lack of financial resources.
- ☐ No, due to lack of awareness regarding which GHG accounting tools are available.
- ☐ No, traditional services emissions are measured but not reported.
- ☐ Measurement is in-progress.
- ☐ Traditional services inventory is not developed annually.

Optional: Please provide any further comments you wish to share on traditional services emissions measurement and reporting here (e.g. system or approach used to measure traditional services emissions).

Facility-Electricity emissions in 2025 were higher than in 2024 because the emission factor of the BC Hydro grid was three times higher (0.000029300 tonne/kWh in 2025 vs 0.000009900 tonne/kWh in 2024), despite having almost the same electricity consumption.

Community-Wide Greenhouse Gas Emissions

B.C. [Climate Action Charter](#) signatories have committed to measuring and reporting their community-wide GHG emissions generated from all GHG sources (anthropogenic) within their community boundary.

The [Community Energy and Emissions Inventory \(CEEI\)](#) initiative provides a provincial framework for tracking and reporting energy and GHG emissions at a community-wide scale.

It is published with a two-year lag, however, raw unprocessed data can be requested by local governments that wish to measure and report their community-wide emissions for the buildings, on-road transportation and municipal solid waste sectors ahead of publication.

The Communities Team is aware that some local governments are developing their own community-wide GHG emissions inventories (separate from the provincial CEEI). A better understanding of community-wide emissions measurement at the local level will help the Communities Team as we upgrade the CEEI.

Question 6: For the 2025 calendar year, have community-wide GHG emissions been measured for your local government or Nation?

- ☐ Yes/In-progress
- ☒ No, but for a past year
- ☐ No

If selecting “Yes/In-progress” or “No, but for past year” for Question 6:

What is the reporting year for your most recent inventory of community-wide emissions?

2022

What is the interval for reporting community-wide emissions?

Annually

For the most recent year your local government or Nation measured community-wide GHG emissions, please report your community-wide on-road transportation sector emissions in tonnes of CO₂e.

417,410

For the most recent year your local government or Nation measured community-wide GHG emissions, please report your community-wide buildings sector emissions in tonnes of CO₂e.

597,273

For the most recent year your local government or Nation measured community-wide GHG emissions, please report your community-wide municipal solid waste sector emissions in tonnes of CO₂e.

30,779

For the most recent year your local government or Nation measured community-wide GHG emissions, please report the total for the on-road transportation, buildings, and solid waste sectors.

1,045,462

If your local government or Nation measured your community-wide emissions, please report the protocol(s) you used to measure emissions.

- ☐ Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC)
- ☐ GCoM Common Reporting Framework (CRF)
- ☐ 2006 IPCC Guidelines for National Greenhouse Gas Inventories

- ☐ U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI USA)
- ☒ Regional specific methodology (CEEI)
- ☐ Jurisdiction specific methodology
- ☐ Other (please specify):

For the most recent year available, did your community use raw data from the [Community Energy and Emissions Inventory](#) initiative to calculate community-wide emissions?

- ☐ Yes
- ☒ No
- ☐ Not sure

If selecting “No” for Question 6:

If not, please select all that apply from the list.

- ☒ No, community GHG emissions were not reported because the 2025 Provincial Community Energy and Emissions Inventory data has not been released.
- ☒ No, we do not measure and report community-wide emissions data due to lack of financial capacity.
- ☒ No, we do not measure and report community-wide emissions data due to lack of staff and technical capacity.
- ☐ No, we do not measure and report community-wide emissions annually. (Please indicate most recent year completed: YYYY)

***Question 7: Currently, the Province's legislated GHG emission reduction targets are 40% by 2030, 60% by 2040 and 80% by 2050, relative to 2007. Please state your local government or Nation's target(s).**

	Reduction Percentage (format: e.g., 40)	Baseline Year (format: e.g., 2007)
2030	50	2007
2040		
2050		

***Question 8: Does your local government or Nation have net-zero or carbon-neutral emissions target(s)?**

Please select all that apply.

- ☒ Yes: Community-wide net-zero target
- ☒ Yes: Corporate carbon neutrality
- ☐ Yes: Corporate net-zero target
- ☐ No

***Question 9: Please select up to three supporting indicators that would be most valuable to your local government or Nation to advance climate action.**

- ☒ Housing type: Private dwellings by structural type
- ☐ Floor area: Average floor area by building category and era
- ☒ Residential density: Population and dwelling units per square land area (km²)

- ☐ Commute by mode: Employed labour force by mode of commute
- ☐ Greenspace: Land area that is parks and protected greenspace
- ☐ Walk score: Proximity to services
- ☐ Proximity to transit: Persons, dwelling units and employment within walking distance of a transit stop/line
- ☒ Other (please specify):

Annual data on total natural gas and electricity consumption by building type and building age cohort for each AHJ, OR by utility rate type and amount of annual consumption for each neighbourhood. Beyond this, it would be very helpful to have these energy consumption totals disaggregated by building heating system (i.e. natural gas, electric baseboard, electric heat pump, other) and DHW equipment used (natural gas, electric resistance, heat pump, other).

Optional: Please provide any further comments you wish to share on community-wide emissions measurement and reporting here.

- The Province has a crucial role to play in resourcing CEEI to provide robust transportation and building sector emission figures for each municipality. Richmond encourages the Province to provide timely and complete community energy and emissions inventory (CEEI) dataset including accurate transportation sector emissions -for purposes of understanding progress made in reaching climate targets by BC municipalities.
- Richmond encourages the Province to provide a timely and complete community energy and emissions inventory (CEEI) dataset -including accurate transportation sector emissions - for purposes of understanding progress made in reaching climate targets by BC municipalities.
- Improved disaggregation of emissions data is also needed, particularly with regards to electricity and natural gas consumption. Disaggregated natural gas consumption data is particularly important given that GHG emissions within the building sector overwhelmingly come from natural gas.
- At present, the only data provided for communities served by FortisBC is two community-wide totals for "residential" and "CSMI" accounts (the latter of which includes multi-unit residential buildings), and the overall number of natural gas connections within the community. This information indicates only how much overall consumption there is within the community - it provides no insight regarding consumption.
- Please refer to Introba's July 2025 white paper - "Data that Delivers: The importance of community energy and emissions data, and how to improve the data available in British Columbia."

Provincial Policy Alignment - Mitigation

The CleanBC Roadmap to 2030 is B.C.'s plan to meet provincial emissions reduction targets to be 40% below 2007 levels for 2030 and set us on course to reach net-zero emissions by 2050.

One requirement of this Program is that you must report on a minimum of one project linked to objectives from the [CleanBC Roadmap to 2030](#) and/or [Climate Preparedness and Adaptation Strategy](#) (CPAS). Funding does not need to come from this program. For questions 10-13, if your community reports one initiative related to one sector (e.g. buildings) you have satisfied this requirement. That said, please select all that apply.

***Question 10: Please indicate all climate initiatives your local government or Nation had in-progress, ongoing or completed in the 2025 calendar year related to the buildings sector.**

- ☒ Corporate

- ☒ Community
☐ Not applicable

Corporate buildings policies, programs and actions

- ☐ Highest efficiency standards for new space and water heating equipment
☐ B.C. Energy Step Code adoption (Step 4 or higher) – *See drop-down textbox below*
☐ Zero Carbon Step Code adoption – *See drop-down textbox below*
☒ Efficiency upgrades/retrofits
☐ Requirement to use mass timber in new buildings
☒ Requirement to measure embodied carbon
☒ Other (please specify): High Performance Building Policy #2306 (City-Owned Facilities)

Please enter the step for Part 3 buildings (Energy Step Code).

Please enter the step for Part 9 buildings (Energy Step Code).

Please enter the Emissions Level required for Part 3 buildings (Zero Carbon Step Code).

Please enter the Emissions Level required for Part 9 buildings (Zero Carbon Step Code)

Community-wide buildings policies, programs and actions

- ☒ Topping up Provincial energy efficiency incentive programs
☐ Bylaw changes to facilitate heat pump installations or electrical upgrades (please explain):
☒ B.C. Energy Step Code adoption (Step 4 or higher) – *See drop-down textbox below*
☒ Zero Carbon Step Code adoption – *See drop-down textbox below*
☐ Requirement to use mass timber in new buildings
☐ Requirement to measure embodied carbon
☒ Other (please specify):

Voluntary report embodied carbon in Part 9 and Part 3 buildings.

Implementation of low-carbon district energy systems

Please enter the step for Part 3 buildings (Energy Step Code).

- (a) Hotels and Motels: Step 4 [+ EL-1], or Step 3 [+ EL-2], or Step 2 [+ EL-3];
- (b) Residential (concrete frame): Step 3 [+ EL-1], or Step 2 [+ EL-2];
- (c) Residential (wood frame): Step 4 [+ EL-1], or Step 3 [+ EL-2];
- (d) Office and Retail: Step 3 [+ EL-1], or Step 2 [+ EL-2]

Please enter the step for Part 9 buildings (Energy Step Code).

Step 5+EL2, or Step 4+EL3, or Step 3+EL4

Please enter the Emissions Level required for Part 3 buildings (Zero Carbon Step Code).

- (a) Hotels and Motels: Step 4 [+ EL-1], or Step 3 [+ EL-2], or Step 2 [+ EL-3];
- (b) Residential (concrete frame): Step 3 [+ EL-1], or Step 2 [+ EL-2];

- (c) Residential (wood frame): Step 4 [+ EL-1], or Step 3 [+ EL-2];
- (d) Office and Retail: Step 3 [+ EL-1], or Step 2 [+ EL-2]

Please enter the Emissions Level required for Part 9 buildings (Zero Carbon Step Code).

EL2+ Step 5, or EL3+ Step 4, or EL4+ Step 3

***Please highlight one or more project(s) that were in-progress, ongoing or completed in the 2025 calendar year related to buildings.**

The first buildings built in Richmond to **Step Code** requirements were completed and occupied in 2019. In 2025, 133 new Step Code buildings containing 242 housing units were approved for occupancy. There are now more than 800 completed Step Code buildings containing 1,300 housing units in Richmond, including detached houses, townhouses, apartments, and commercial spaces built to these higher energy and emissions standards. The average new home completed in Richmond in 2025 has 48% less heat loss than those completed before 2019, while energy use for heating, cooling and ventilation is down by 55%. Greenhouse gas emissions (GHGs) from new homes in Richmond have declined sharply since 2022, so that GHGs from houses completed in 2025 are just 20% of those built in 2018 or before.

The **Bowling Green Community Activity Centre** in Minoru Park demonstrates the City of Richmond's commitment to integrating sustainability, accessibility and climate action into civic infrastructure projects. The new 3,200 sq. ft. facility replaced the former lawn bowling clubhouse and was designed to achieve LEED Gold certification and Rick Hansen Foundation Accessibility Certification. Climate action features include a high-performance building envelope, energy-efficient mechanical systems and durable building materials that support long-term energy and operational efficiency. The former clubhouse was carefully deconstructed, with salvaged materials donated to Habitat for Humanity, supporting waste diversion and circular economy objectives under the Richmond Circular City Strategy. The project also enhances community resilience by providing a modern, flexible and inclusive gathering space that supports recreation, social connection and community well-being.

The **Steveston Community Centre** project advanced the City's climate action and sustainable building objectives through the development of a high-performance community facility designed to achieve LEED Gold certification. The project incorporated energy-efficient building systems, sustainable construction practices and enhanced building performance measures to help reduce long-term energy use and greenhouse gas emissions. Additional sustainability measures included construction waste diversion and support for active transportation and electric vehicle charging infrastructure. This work supports the City's broader goals to reduce emissions from civic buildings, improve operational efficiency and enhance community resilience through sustainable public infrastructure.

The City of Richmond's **Lulu Island Energy Company (LIEC)** is one of Canada's largest municipally owned district energy utilities, providing energy services to 8.7 million ft² as of December 2025. Expansion of the City Centre District Energy Utility (CCDEU) has been underway since the execution of a substantial \$175 million financing deal with partners Corix Utilities and Canada Infrastructure Bank in 2022. LIEC is in the early stages of development of the CCDEU system, which will swiftly become the largest DEU service area within its first few years of operation. LIEC currently services customers by utilizing an interim servicing strategy to expand the customer base and enable immediate reduction of GHG emissions for upcoming developments throughout the City Centre area. This servicing strategy requires developments in the City Centre area to

utilize LIEC's onsite low-carbon energy plants to provide space heating, space cooling, and domestic hot water heating services to the customers. A future permanent energy centre is planned to be completed by 2031 and will interconnect with CCDEU customer buildings. Over the next 30 years, district energy infrastructure will continue to expand and the connected floor area will grow to approximately 52 million ft².

The City continued its **Embodied Carbon Industry Engagement Program**, engaging more than 550 participants from diverse sectors, including builders, developers, designers, suppliers, industry associations, academic partners and other governments. The program supported market readiness for low-carbon construction practices and helped prepare the voluntary embodied carbon declaration for Part 9 and Part 3 buildings, planned for launch in January 2026. This work builds industry capacity, improves understanding of embodied carbon measurement, and supports future integration of lower-carbon materials and design practices in Richmond's built environment.

The City advanced industry engagement to support expanding the scope and increasing the diversion targets of **Demolition Waste and Recyclable Materials** Bylaw No. 9516. Building on an existing bylaw that has achieved an average 85% diversion rate for one- and two-family dwelling demolitions, the update expands the bylaw to multi-family residential and non-residential buildings and increases diversion targets over time. The City engaged development, construction, demolition, recycling, architecture, engineering, UDI, and local small-builder stakeholders to increase landfill diversion, preserve material value, and strengthen pathways for recovered construction, renovation, and demolition materials to be reused, salvaged, recycled, and reintegrated into new construction and renovation projects. This work supports low-carbon circular construction by strengthening secondary material markets, reducing reliance on virgin materials, and creating opportunities to lower embodied emissions in future projects.

Implemented energy **efficiency and building electrification projects** across civic facilities that achieved approximately 888,000 kWh in annual electricity savings, including 407,000 kWh from the Street Lighting LED Upgrade Program. Projects such as LED lighting upgrades, Continuous Optimization initiatives, and heat pump installations improved operational efficiency, reduced emissions, and advanced the City's transition to lower-carbon building operations.

***Question 11: Please indicate all climate initiatives your local government or Nation had in-progress, ongoing or completed in the 2025 calendar year related to the transportation sector.**

- ☒ Corporate
- ☒ Community
- ☐ Not applicable

Corporate transportation policies, programs and actions

- ☒ Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling)
- ☐ Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles
- ☐ Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles
- ☒ Implemented zero-emission vehicle first procurement policy for all local government on and off-road vehicles purchases

- ☐ Implemented a zero-emission vehicle preference or requirement for contracted work from a service provider
- ☒ Active transportation infrastructure investments
- ☒ Active transportation education and encouragement programs
- ☒ Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters)
- ☒ Installation of secure bike parking (i.e. bike valet)
- ☒ Electric vehicle charging studies/planning
- ☒ Electric vehicle charging infrastructure investments
- ☒ Electric vehicle purchases and electric equipment/machinery purchases (i.e. electric zambonis)
- ☐ Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development
- ☐ Other (please specify):

Community-wide transportation policies, programs and actions

- ☒ Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling)
- ☒ Improving or expanding public transportation
- ☒ Mode shift targets for passenger and/or commercial transportation (shifting from private vehicles to sustainable modes like walking, cycling and public transit) in Official Community Plan, Regional Growth Strategy or other guiding documents
- ☒ Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles
- ☐ Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles
- ☐ Bylaws updated to prioritize energy efficient transportation hierarchy (i.e. pedestrians first)
- ☒ Revising existing bylaws or implementing new ones to support active transportation
- ☒ Active transportation planning
- ☒ Active transportation infrastructure investments
- ☒ Active transportation education and encouragement programs
- ☒ Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for bikes/scooter uses)
- ☒ Bylaws that reduce or eliminate off street parking requirements
- ☐ Implement pedestrian plazas, car-free streets (temporary or permanent) or limited-access automobile streets
- ☒ Installation of secure public bike parking (i.e. bike valet)
- ☒ Neighbourhood or community-wide speed limit reductions
- ☒ Electric vehicle charging studies/planning
- ☒ Mandatory EV infrastructure in new construction
- ☒ Established electric vehicle charging ready bylaws
- ☒ Electric vehicle charging infrastructure investments
- ☐ Streamlined hydrogen fueling station permitting process
- ☐ Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development

☐ Other (please specify):

***Please highlight one or more project(s) that were in-progress, ongoing or completed in the 2025 calendar year related to transportation.**

The City transitioned its public EV charging network from a time-based pricing model to an **energy-based (per-kWh) pricing structure** to provide a more equitable and transparent user experience. The updated pricing model more accurately reflects the amount of electricity consumed during charging sessions, helping reduce charging costs for many EV users while aligning with emerging industry best practices and provincial direction. This work supports broader transportation electrification objectives by improving affordability and accessibility of public EV charging infrastructure and encouraging continued EV adoption in Richmond.

The City completed several **infrastructure upgrades to support active transportation**, including construction of a new protected bi-directional cycling facility on Westminster Highway between Lynas Lane and No. 2 Road that involved channelized right turn removal at No. 2 Road. Expansion of the multi-use pathway on Steveston Highway between Mortfield Gate and Railway Avenue also reached completion.

Active transportation education and improvement programs continued in 2025 with the City hosting the 23rd annual Island City By Bike Tour, bike to school education for students, Go By Bike Week, 2025 Walk to School initiative. The City also participated in several education and outreach programs in partnership with the Richmond RCMP, ICBC and Lime such as the E-Scooter Safety and Skills Challenge encouraging residents to adopt active modes of travel.

The City successfully implemented several **traffic calming programs** within local neighbourhoods in 2025 to enhance the comfort of people walking and cycling on local roads. Residents were engaged to determine appropriate speed management measures on local streets. Through this program, traffic calming measures were implemented on Dyke Road, Westwater Drive, and Springfield Drive.

***Question 12: Please indicate all other climate initiatives (excluding buildings, transportation, and adaptation and resilience) your local government or Nation had in-progress, ongoing or completed in the 2025 calendar year related to community-wide and corporate action.**

- ☒ Corporate
- ☒ Community
- ☐ Not applicable

Corporate climate policies, programs and actions

- ☒ Circular economy or zero waste strategy
- ☒ Sustainable procurement policy
- ☒ Renewable energy investments (e.g. district energy, waste heat recovery, biomass)
- ☐ Supporting green/blue carbon sequestration
- ☐ Developing compliance carbon offset projects
- ☐ Developing voluntary carbon offset projects
- ☐ Other (please specify):

Community-wide climate policies, programs and actions

- ☒ Organics diversion
- ☒ Circular economy or zero waste strategy
- ☒ Renewable energy investments (e.g. district energy, waste heat recovery, biomass)
- ☐ Supporting green/blue carbon sequestration

- ☐ Climate engagement
- ☐ Other (please specify):

Complete, Compact Communities - Please select all that apply.

- ☒ Rezoning
- ☒ Small-scale multi-unit housing (e.g. duplex, triplex, fourplex, rowhouse)
- ☒ Density bonuses
- ☒ Infill development
- ☒ Urban containment boundaries
- ☒ Official Community Plans
- ☐ Regional Growth Strategies
- ☐ Community Development Plans

***Please highlight one or more project(s) that were in-progress, ongoing or completed in the 2025 calendar year related to community-wide or corporate action.**

Following extensive public and stakeholder consultation, a newly revised **Official Community Plan (OCP)** was introduced to Council. This included a revised Land Use Map and updated policies related to population growth, compact residential and mixed-use development, and affordable housing. The OCP amendment bylaw was adopted in February 2026.

Richmond's Green Cart Program – ongoing successes with organic waste diversion: The City of Richmond was one of the first municipalities in the region to implement food scraps collection starting in April 2010 for single-family homes. This initiative was then expanded to all residential units in townhomes and multi-family complexes ahead of the regional disposal ban on food scraps from the landfill in 2015. Annually, more than 78,700 units receive weekly organics collection, diverting more than 21,900 tonnes of organic waste from the landfill and helping to reduce greenhouse gas emissions. Since the program's implementation, Richmond has successfully turned 287,425 tonnes of organic materials into nutrient-rich soil. The City continued developing the Circular Learning Hub as a platform for capacity-building, collaboration, and knowledge-sharing with industry, other cities, regional governments, and partners. The Hub supports implementation of the Richmond Circular City Strategy by helping businesses and stakeholders access resources, share practices, develop local pilot projects, and build more resource-efficient material loops. This work strengthens collaboration across sectors and supports practical implementation of circular economy and low-carbon material strategies.

The City completed its first **Low-Carbon Circular Concrete** Pilot Project at the City Hall Annex sidewalk connection. The pilot used concrete with approximately 30% recycled concrete aggregate and achieved an estimated 20% reduction in embodied carbon, reducing emissions from 245 kg CO₂e/m³ to 198 kg CO₂e/m³. Testing confirmed the mix met municipal sidewalk performance requirements, including an average 28-day compressive strength of 38.25 MPa, above the 32 MPa design target. The project demonstrated that secondary materials can be used in municipal infrastructure while maintaining technical performance.

The City completed Richmond's **Material Flow Analysis and Carbon Scan**, establishing an economy-wide baseline for material flows, material footprint, and consumption-based carbon emissions, with deeper analysis of the built environment and food system. The analysis found that Richmond's annual material footprint is approximately 5.5 million tonnes, or 26 tonnes per person, and its consumption-based carbon footprint is approximately 4 million tonnes of CO₂e, or 19 tonnes of CO₂e per person. The built environment represents one of Richmond's largest opportunities for circular action, using approximately 850,000 tonnes

of materials and components annually and generating approximately 149,000 tonnes of construction and demolition waste. The results help prioritize actions to reduce material intensity, lower embodied carbon, strengthen secondary material markets, and support collaboration with industry, peers, regional governments, and local actors.

Provincial Policy Alignment - Resilience and Adaptation

The goal of climate adaptation is to reduce risk and vulnerability associated with climate change impacts. To manage climate impacts, local governments and Nations are integrating climate adaptation principles into decisions and everyday activities.

One requirement of this Program is that you must report on at least one or more project(s) linked to one or more objectives from the [CleanBC Roadmap to 2030](#) and/or the [Climate Preparedness and Adaptation Strategy](#) (CPAS) in Questions 10-13. If your community reports one initiative related to one sector you have satisfied this requirement, but please select all that apply for Questions 10-13.

***Question 13: Please indicate all initiatives your local government or Nation had completed, ongoing or in-progress in the 2025 calendar year to adapt to and build resilience to climate impacts.**

- ☒ Corporate
- ☒ Community
- ☐ Not applicable

Corporate resilience and adaptation policies, programs and actions

- ☐ Undertaking or completing a risk assessment at the asset or project level
- ☐ Undertaking or completing a Hazard Risk Vulnerability Assessment (HRVA) at the asset or project level
- ☒ Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions
- ☒ Collaboration with other communities on resilience planning/initiatives
- ☒ Monitoring climate risks or impacts (floods, wildfire, etc.)
- ☒ Providing training (adaptation and mitigation skills)
- ☐ Creation of policy/procedures to affect change (climate considerations into decision-making processes)
- ☒ Creating data systems to support climate action
- ☒ Utilizing natural assets/nature-based solutions
- ☒ Developing emergency/hazard response plans
- ☒ Developing business continuity or similar plan(s)
- ☐ Other (please specify):

Community-wide resilience and adaptation policies, programs and actions

- ☒ Undertaking or completing a risk assessment at the community level
- ☐ Undertaking or completing a Hazard Risk Vulnerability Assessment (HRVA) at the community level
- ☒ Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions
- ☒ Collaboration with other communities on resilience planning/initiatives
- ☐ Hydro climatological data collection
- ☒ Monitoring climate risks or impacts (floods, wildfire, etc.)
- ☒ Public engagement on climate risks and actions
- ☒ Providing training (adaptation and mitigation skills)

- ☒ Creation of policy/procedures to affect change (climate considerations into decision-making processes)
- ☐ Creating data systems to support climate action
- ☒ Developing or acquiring hazard or climate risk mapping (e.g., floodplains), data or similar information
- ☒ Utilizing natural assets/nature-based solutions
- ☒ Developing emergency/hazard response plans
- ☐ Other (please specify):

***Please highlight one or more climate adaptation project(s) that were completed, ongoing or in-progress in the 2025 calendar year to reduce risk and increase resilience.**

The City advanced preliminary planning for the **Steveston Island Dike Development** project, exploring a new dike alignment concept offset from Lulu Island to improve long-term flood protection and climate resilience. The work supports adaptation to sea level rise and coastal flood risks while helping protect critical infrastructure, properties and assets currently located outside the existing dike system.

The City completed **hydrodynamic modelling** to improve understanding of water movement and flood behaviour during extreme weather and dike breach scenarios. This work supports evidence-based flood management planning, emergency preparedness and long-term climate adaptation by identifying potential flood pathways and areas of vulnerability.

The City developed an **Emergency Reconstruction Strategy** to support rapid restoration of dike infrastructure in the event of a failure or breach. The strategy improves emergency preparedness and community resilience by identifying response considerations, reconstruction approaches and recovery planning measures to help reduce disruption and flood risk during extreme events.

The City advanced a **Laneway Drainage Upgrade Plan** to assess and prioritize drainage infrastructure improvements in response to increasingly intense rainfall events. The work supports climate adaptation and flood resilience objectives by helping reduce localized flooding risks and protecting properties and infrastructure from stormwater impacts.

The City continued implementation of the **Multi-Family Residential Water Meter Program** to support water conservation, improve billing equity and strengthen long-term water management. Universal water metering for multi-family dwellings helps encourage efficient water use and supports community resilience to future drought conditions and water supply pressures.

***Question 14 a): Has a climate risk and vulnerability or similar assessment been undertaken for your local government or Nation?**

Please select all that apply.

- ☒ Yes at the community level
- ☐ Yes at the asset or project level
- ☐ No

If not, please select one or more options from the list.

- ☐ No, but we are currently undertaking one and it will be complete in the next two years.
- ☐ No, we are not intending to undertake due to lack of financial capacity.
- ☐ No, we are not intending to undertake due to lack of staff and technical capacity.
- ☐ No, we are waiting for directions from the Provincial Government before undertaking an assessment.

***Question 14 b): Are you integrating climate risk into asset management, budgeting and climate action plans?**

- ☒ Yes, in asset management
- ☒ Yes, in budgeting
- ☒ Yes, in climate action plans
- ☐ No

***Question 15 a): Please select the most significant climate hazards faced by your community and please specify the associated adaptation measures completed or in-progress in the 2025 calendar year, if any.**

- ☒ Extreme heat
- ☐ Extreme cold, snow and/or ice
- ☒ Drought
- ☐ Wildfire
- ☒ Wildfire smoke
- ☒ Overland/riverine flooding
- ☒ Coastal flooding and/or storm surge events
- ☒ Wind, rain, and/or other storm events
- ☐ Landslides
- ☐ Not applicable/no hazards
- ☐ Not sure
- ☐ Other (please specify both the hazard and adaptation measure):

*** Question 15 b): Please select the impacts your community experienced in the 2025 calendar year related to the hazards above.**

Select all that apply

- ☐ Heat-related illness
- ☐ Respiratory impacts (e.g., reduced air quality, smoke exposure)
- ☐ Evacuations or displacement of residents
- ☐ Damage to roads, bridges, or transportation networks
- ☐ Damage to water, wastewater, or stormwater systems
- ☐ Water shortages or restrictions
- ☐ Impacts to drinking water quality
- ☐ Power outages or electrical system strain
- ☐ Damage to buildings or critical facilities
- ☐ Service disruptions (e.g., transit, waste collection, recreation facilities)
- ☐ Increased operating costs for response or recovery
- ☐ Increased erosion or slope instability
- ☒ Biodiversity loss or ecosystem stress
- ☐ Negative impacts to local businesses or tourism
- ☐ Insurance losses or increased premiums
- ☐ Cultural impacts (e.g., threats to identities, languages, and livelihoods)

- ☐ No significant impacts
- ☐ Not sure
- ☒ Other (please specify): financial impact of adaptation project implementation

***Question 16: What information do you need to know to be able to plan effectively for the future of your community, with respect to the hazards and impacts identified in Question 15?**

Please select one or more of what you consider the most valuable types of information for planning.

- ☒ Local knowledge
- ☒ Localized climate modelling and projected scenarios
- ☒ Assessment of potential community impacts
- ☒ Assessment of community vulnerabilities
- ☒ Risk assessment of hazards
- ☒ Mapping of climate change impacts and hazards
- ☒ Demographic information
- ☒ Projected development
- ☒ Adaptation planning information
- ☒ Technical expertise to implement solutions
- ☒ Community/partner engagement and support
- ☒ Information on partnership opportunities
- ☒ Examples of actions taken by other communities
- ☐ Not sure
- ☐ Other (please specify):

***Question 17: Please indicate all initiatives your local government or Nation had completed, ongoing or in-progress in the 2025 calendar year related to working with neighbouring communities.**

Please select all that apply.

- ☐ Collaborating on preparing, reviewing or revising a climate or natural hazard risk assessment
- ☒ Collaborating on preparing, reviewing or revising an emergency management and/or hazard response plans
- ☐ Entering into agreements related to emergency management planning and/or multijurisdictional emergency management organization (this option excludes mutual aid agreements such as fire protection services)
- ☐ Collaborating on data collection, mapping or monitoring climate risks
- ☒ Collaborating on providing emergency management training and/or conducting training exercises to major emergency event
- ☐ Not applicable

***Question 18: Has your local government or Nation completed a natural asset inventory (an assessment of natural resources like forests, wetlands, and waterways for their ecosystem services and value)?**

- ☐ Yes
- ☐ In progress
- ☒ No

If selecting “Yes” to Question 18:

What types of natural assets were inventoried?

Select all that apply.

- ☐ Wetlands
- ☐ Rivers, streams, lakes, and riparian areas
- ☐ Forests and urban forest
- ☐ Grasslands, meadows, and agricultural lands
- ☐ Coastal ecosystems (estuaries, beaches, eelgrass, kelp, etc.)
- ☐ Parks and natural areas / urban green space
- ☐ Other (please specify):

Is your local government or Nation actively managing your natural assets based on this inventory?

- ☐ Yes
- ☐ Planning to start soon
- ☐ No

If your local government or Nation is not actively managing natural assets, what are the primary reasons?

Please select all that apply.

- ☐ Not required/mandated
- ☐ Lack of capacity (staff, expertise, etc.)
- ☐ Lack of understanding of the benefits
- ☐ Lack of funding
- ☐ Not a current priority for council, directors, or leadership
- ☐ Cross-jurisdictional challenges (natural assets existing outside your jurisdictional boundary)
- ☐ Other (please specify):

If selecting “In progress” to Question 18:

What types of natural assets are being inventoried?

Select all that apply.

- ☐ Wetlands
- ☐ Rivers, streams, lakes, and riparian areas
- ☐ Forests and urban forest
- ☐ Grasslands, meadows, and agricultural lands
- ☐ Coastal ecosystems (estuaries, beaches, eelgrass, kelp, etc.)
- ☐ Parks and natural areas / urban green space
- ☐ Other (please specify):

If selecting “No” to Question 18:

If no, what are the primary barriers preventing your local government or Nation from completing a natural asset inventory?

Please select all that apply.

- ☐ Lack of awareness
- ☐ Lack of funding
- ☒ Lack of capacity (staff, expertise, etc.)
- ☒ Not a current priority for council, directors, or leadership
- ☐ Other (please specify):

Equity

Certain populations are more vulnerable to climate hazards and impacts (e.g. people experiencing homelessness, low-income households, seniors/elders, people living alone).

Taking an equity-informed approach to climate action is about enhancing climate resilience for everyone in B.C., regardless of where and how they live and requires a just approach that integrates equity considerations into climate planning and adaptation responses.

(!) *Question 19: How does your local government or Nation ensure equitable access to and distribution of climate action opportunities and benefits?

Please select all that apply.

- ☐ By collecting and analyzing disaggregated and/or spatial data to inform the design and/or monitor the implementation of climate actions
- ☒ By partnering with other organizations (such as health authorities, social service agencies, or Indigenous leadership bodies)
- ☐ By collecting disaggregated or spatial data on the impacts of climate actions
- ☒ By engaging with equity seeking groups/frontline communities most impacted by climate change
- ☒ By designing and/or implementing climate actions that address the needs of equity seeking groups/frontline communities most impacted by climate change
- ☒ By undertaking wider benefits and/or equity assessments for its climate actions
- ☐ By working to ensure climate actions align with UNDRIP and/or national laws pertaining to Indigenous rights
- ☐ No but the community is preparing to incorporate measures over the next year
- ☐ No but the community is preparing to incorporate measures over the next two years
- ☐ No, and the community is not intending to incorporate measures
- ☐ Not sure if equity is being integrated into our climate action work

Optional: Please highlight a climate initiative completed or in-progress in the 2025 calendar year that promotes equity and inclusion.

LGCAP Funding

The Program must be able to demonstrate the impact this funding has on greenhouse gas emissions reductions, resilience and adaptation, and building local capacity to advance climate action in B.C. To substantiate the Program, we must develop a baseline understanding of where local governments and Nations are at with respect to climate action and track progress over time.

***Question 20: In the previous calendar year (2025), how did your local government or Nation spend or commit to spend its remaining LGCAP funding received in the March 2024 3-year lump sum?**

- ☒ Corporate
- ☒ Community
- ☒ Funds on hold

\$1,581,014.09

Not applicable (Amount flagged in the question is \$0 as all funds were reported as spent in the LGCAP 2024 survey)

(Funds on hold - How will funds be allocated?)

☒ No decision has been made

If a decision has been made, please enter the project(s) and the amount of funding that will go towards each (if known):

Corporate Initiatives

☐ Buildings initiatives – See drop-down selections below

☐ Transportation initiatives – See drop-down selections below

☐ Resilience and adaptation initiatives – See drop-down selections below

☒ Other corporate-wide initiatives – See drop-down selections below

Corporate buildings policies, programs and actions

Highest efficiency standards for new space and water heating equipment

\$

B.C. Energy Step Code adoption (Step 4 or higher)

\$

Zero Carbon Step Code adoption

\$

Efficiency upgrades/retrofits

\$

Requirement to use mass timber in buildings construction

\$

Requirement to measure embodied carbon

\$

Other

\$

Corporate transportation policies, programs and actions

Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling)

\$

Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles

\$

Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles

\$

Implemented zero-emission vehicle first procurement policy for all local government on and off-road vehicles purchases

\$

Implemented a zero-emission vehicle preference or requirement for contracted work from a service provider

\$

Active transportation infrastructure investments

\$

Active transportation education and encouragement programs

\$

Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters)

\$

Installation of secure bike parking (i.e. bike valet)

\$

Electric vehicle charging studies/planning

\$

Electric vehicle charging infrastructure investments

\$

Electric vehicle purchases and electric equipment/machinery purchases (i.e. electric zambonis)

\$

Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development

\$

Other

\$

Corporate resilience and adaptation policies, programs and actions

Undertaking or completing a risk assessment at the asset or project level

\$

Undertaking or completing a Hazard Risk Vulnerability Assessment (HRVA) at the asset or project level

\$

Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions

\$

Collaboration with other communities on resilience planning/initiatives

\$

Monitoring climate risks or impacts (floods, wildfire, etc.)

\$

Providing training (adaptation and mitigation skills)

\$

Creation of policy/procedures to affect change (climate considerations into decision-making processes)

\$

Creating data systems to support climate action

\$

Utilizing natural assets/nature-based solutions

\$

Developing emergency/hazard response plans

\$

Other

\$

Other corporate climate policies, programs and actions
Staffing

\$47,235.03

Energy study

\$

Climate study

\$

Traditional services emissions reporting

\$

Asset management

\$

Climate finance planning

\$

Leveraging funds from other sources/ grant stacking

\$

Circular economy or zero waste strategy

\$

Sustainable procurement policy

\$

Renewable energy investments (e.g. district energy, waste heat recovery, biomass)

\$

Supporting green/blue carbon sequestration

\$

Developing compliance carbon offset projects

\$

Developing voluntary carbon offset projects

\$

Other

\$

Community-wide Initiatives

- ☒ Buildings initiatives – See drop-down selections below
- ☒ Transportation initiatives – See drop-down selections below
- ☒ Resilience and adaptation initiatives – See drop-down selections below
- ☐ Other community-wide initiatives – See drop-down selections below

Community-wide buildings policies, programs and actions

- ☒ Topping up Provincial energy efficiency incentive programs

\$4,500.00

- ☒ B.C. Energy Step Code adoption (Step 4 or higher)

\$4,736.92

- ☒ Zero Carbon Step Code adoption

\$4,736.92

- ☐ Requirement to use mass timber in buildings construction

\$

☐ Requirement to measure embodied carbon

\$

☐ Other

\$

Community-wide transportation policies, programs and actions

☐ Programs to increase high-occupancy (2 or more people) vehicle trips (i.e. carpooling)

\$

☐ Improving or expanding public transportation

\$

☐ Mode shift targets for passenger and/or commercial transportation (shifting from private vehicles to sustainable modes like walking, cycling and public transit) in Official Community Plan, Regional Growth Strategy or other guiding documents

\$

☐ Established personal (passenger) transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for active transportation and zero-emission vehicles

\$

☐ Established commercial transportation target goals, and measures to reach them, in annual reports – may include target goals for vehicle kilometre reduction, mode share for energy efficient commercial transportation and zero-emission vehicles

\$

☐ Bylaws updated to prioritize energy efficient transportation hierarchy (i.e. pedestrians first)

\$

☐ Revising existing bylaws or implementing new ones to support active transportation

\$

☐ Active transportation planning

\$

☐ Active transportation infrastructure investments

\$

☐ Active transportation education and encouragement programs

\$

☐ Expanded micromobility access, bylaws and/or infrastructure (e.g. introduced or expanded bike/e-bike/e-scooter sharing programs, built new bike/scooter lanes, updated bylaws for use of bikes/scooters)

\$

☐ Bylaws that reduce or eliminate off street parking requirements

\$

☐ Implement pedestrian plazas, car-free streets (temporary or permanent) or limited-access automobile streets

\$

☐ Installation of public secure bike parking (i.e. bike valet)

\$

☐ Neighbourhood or community-wide speed limit reductions

\$

☐ Electric vehicle charging studies/planning

\$

☒ Mandatory EV infrastructure in new construction

\$15,000

☐ Established electric vehicle charging ready bylaws

\$

☐ Electric vehicle charging infrastructure investments

\$

☐ Streamlined hydrogen fueling station permitting process

\$

☐ Required new and/or existing gasoline and card lock fuel stations to include zero-emission vehicle infrastructure development

\$

☐ Other

\$

Community-wide resilience and adaptation policies, programs and actions

☐ Undertaking or completing a risk assessment at the community level

\$

☐ Undertaking or completing a Hazard Risk Vulnerability Assessment (HRVA) at the community level

\$

☐ Addressing current and future climate risks through plans, adaptation measure implementation, programs, service delivery, asset management and/or other functions

\$

☐ Collaboration with other communities on resilience planning/initiatives

\$

☐ Hydroclimatological data collection

\$

☐ Monitoring climate risks or impacts (floods, wildfire, etc.)

\$

☐ Public engagement on climate risks and actions

\$

☐ Creation of policy/procedures to affect change (climate considerations into decision-making processes)

\$

☐ Creating data systems to support climate action

\$

☐ Developing or acquiring hazard or climate risk mapping (e.g., floodplains), data or similar information

\$

☐ Utilizing natural assets/nature-based solutions

\$

☐ Developing emergency/hazard response plans

\$

☐ Other

\$

Other community-wide climate policies, programs and actions

☒ Climate engagement

\$1,433.04

☐ Climate study

\$

☐ Energy study

\$

☐ Asset management

\$

- ☐ Topping up programs/incentives

\$

- ☐ Complete, compact communities – See drop-down selections below
☐ Organics diversion

\$

- ☐ Circular economy or zero waste strategy

\$

- ☐ Renewable energy investments (e.g. district energy, waste heat recovery, biomass)

\$

- ☐ Supporting green/blue carbon sequestration

\$

- ☐ Other

\$

Complete, compact communities

- ☐ Rezoning

\$

- ☐ Small-scale multi-unit housing (e.g. duplex, triplex, fourplex, rowhouse)

\$

- ☐ Density bonuses

\$

- ☐ Infill development

\$

- ☐ Urban containment boundaries

\$

- ☐ Official Community Plans

\$

- ☐ Regional Growth Strategies

\$

- ☐ Community Development Plans

\$

***To expand upon your selection(s), please highlight the initiative(s) your local government or Nation's LGCAP funding received in March 2024 has been spent on or committed towards in the 2025 calendar year.**

Provided top-up rebates for residential energy retrofits through the BC Hydro Power Smart Home Renovation Rebate Program, helping residents install heat pumps, heat pump water heaters, and associated electrical upgrades that reduce energy use, emissions, and utility costs.

Delivered builder and community education on the BC Energy Step Code and Zero Carbon Step Code through a builder breakfast and outreach activities, supporting industry capacity and awareness of high-performance, low-carbon building practices.

Advanced development of EV Ready Parking Space Guidelines through technical analysis and stakeholder engagement to support the safe, accessible, and effective integration of EV charging infrastructure in new developments.

Funded staff positions focused on transportation electrification and building decarbonization initiatives, including EV policy and infrastructure planning, implementation of existing building programs, stakeholder engagement, funding applications, and delivery of climate action projects.

***Question 21 a): What is your internal decision criteria for spending LGCAP dollars?**

Our primary decision-making criteria for allocating LGCAP funding is alignment with the implementation of Council-endorsed actions and priorities under the City's Community Energy and Emissions Plan 2050, Richmond Circular City Strategy and Corporate Energy Management Program. Funding is directed toward specific actions and initiatives that support measurable progress on emissions reduction, energy efficiency, climate resilience, and implementation capacity, while also leveraging external funding opportunities and cross-departmental collaboration.

***Question 21 b): Does your local government or Nation use a formal framework to apply a [climate lens](#) on infrastructure planning and decision-making?**

☒ Yes

☐ No

***Question 22 a): In the previous calendar year (2025), how much additional external funding for climate action were you able to acquire by leveraging your 2024 LGCAP funds? This could include matching grants as well as private investment.**

\$0

***Question 22 b): Please list the funding programs leveraged and associated funders (i.e. Investing in Canada Infrastructure Program, Canada/Province).**

Question 23 a): What is the value of the Program's continuity for your community or Nation, and how does it support other priority initiatives for your local government or Nation (e.g., affordability, housing, safer communities/public safety, emergency preparedness and response, economic growth and good jobs, protecting critical services people rely on)?

The continuity of the Local Government Climate Action Program provides important co-benefits beyond climate action by supporting affordability, economic resilience, industry readiness and reliable municipal services. In Richmond, implementation of the BC Energy Step Code and Zero Carbon Step Code has helped deliver higher-performance homes and buildings with lower long-term energy and operating costs, improved indoor comfort and better resilience during extreme weather events. These policies also help prepare the local development industry for evolving provincial requirements, providing greater certainty for builders, designers and trades.

Richmond's EV Ready policies help reduce future retrofit costs for residents, strata corporations and businesses by ensuring charging infrastructure is incorporated during construction, avoiding significantly higher and more disruptive upgrades later. This helps future-proof housing and commercial developments while supporting transportation choice for residents and businesses.

LGCAP has also supported building energy and emissions benchmarking initiatives that improve understanding of building performance and help identify opportunities to reduce operating costs, improve efficiency and better manage energy use across the community. In civic facilities, energy retrofits and operational upgrades have helped improve building performance, reduce long-term operating and maintenance costs, and support reliable delivery of public services residents depend on every day.

In addition, industry engagement, circular economy and material recovery initiatives support local businesses, workforce development and innovation across the construction, recycling and clean technology sectors, while helping reduce landfill pressures and strengthen local secondary material markets.

Question 23 b): Which provincial priorities does the LGCAP help advance in your community?

Optional. Select all that apply:

- ☐ Protecting critical services people rely on
- ☐ Infrastructure resilience
- ☐ Emergency preparedness and disaster risk reduction
- ☐ Housing
- ☒ Energy efficiency in buildings
- ☒ Community health and well-being
- ☒ Economic stability and good local jobs
- ☒ Affordability
- ☐ Reconciliation efforts
- ☐ Safer communities and public safety
- ☒ Protecting the natural environment and ecosystems
- ☒ Supporting vulnerable populations
- ☐ Other (please specify):

Question 23 c): On a scale of 1 to 5, how important is LGCAP funding to your community's ability to advance the provincial priorities identified above?

Optional

- ☐ 1 – Not important
- ☐ 2 – Slightly important
- ☐ 3 – Moderately important
- ☐ 4 – Very important
- ☒ 5 – Essential

Question 23 d): Which of the following tangible outcomes has your community directly experienced as a result of LGCAP-supported initiatives, if any?

Optional. Select all that apply:

- ☒ Improved resilience of infrastructure or community assets
- ☒ Reduced long-term infrastructure, maintenance, or asset management costs
- ☐ Improved emergency preparedness or response capacity
- ☐ Support for housing-related planning or policy development
- ☒ Energy cost savings for the local government and/or community
- ☐ Improved natural asset management (e.g., wetlands, forests, shorelines)
- ☒ Economic development or local employment opportunities
- ☒ Biodiversity or ecosystem benefits
- ☒ Improved air quality or public health outcomes
- ☐ Advanced reconciliation efforts
- ☒ Improved relationship with the Province
- ☒ Increased access to external funding or leveraged investment
- ☒ Improved decision-making or integration of climate considerations into planning and operations
- ☐ Too early to see tangible outcomes
- ☐ Other (please specify):
- ☐ None of the above

(Question 23 e): On a scale of 1 to 5, to what extent has LGCAP funding helped your community move work forward sooner, or enabled work that would not have happened without the funding?

Optional

- ☐ 1 – Not at all
- ☐ 2 – To a small extent
- ☐ 3 – To a moderate extent
- ☐ 4 – To a large extent
- ☒ 5 – To a very large extent

Local Government Climate Action Program Attestation Form

Instructions for the Attestor (CFO or equivalent staff person): Complete and sign this form by filling in the fields below.

I, the Chief Financial Officer, or equivalent position, attest to the following:

1. That Local Government Climate Action Program funding has been, or will be, allocated to climate action.
2. That Local Government Climate Action Program funds received in 2024 will be spent by March 31, 2028.
3. That a completed and signed version of this form and survey contents will be publicly posted by September 30, 2026.

* Attested by (first name, last name)

* Professional title

* Local government or Modern Treaty Nation

* Date

* Attestor signature

2025 Corporate Energy and Emissions Inventory

Contact Information:				
Name:	Jerry Chong			
Position:	General Manager of Finance and Corporate Services			
Telephone Number:	604-276-4064			
Email address:	JChong@richmond.ca			
Stationary Emission Sources:				
Building Fuel	Units	Consumption	Emissions Factor	Emissions (tCO2e)
Natural Gas (Fortis BC)	GJ	72,482	0.048972401	3,550
Electricity - Integrated Grid - BC Hydro	kWh	41,236,613	0.000029300	1,208
Mobile Emission Sources:				
Vehicle Class	Units	Consumption	Emissions Factor	Emissions (tCO2e)
Light Duty Vehicle - Gasoline (Standard)	L	31,664.25	0.002201676	70
Light Duty Truck - Gasoline (Standard)	L	187,233.52	0.002201676	412
Light Duty Truck - Diesel (Standard)	L	5,926.83	0.002526264	15
Light Duty Truck - Propane	L	30,349.93	0.001540340	47
Heavy Duty Truck - Gasoline (Standard)	L	229,044.12	0.002246839	515
Heavy Duty Truck - Diesel (Standard)	L	232,937.38	0.002509155	584
Heavy Duty Truck - Propane	L	92,263.05	0.001540340	142
Off Road Vehicle - Gasoline (Standard)	L	18,938.69	0.002351258	44
Off Road Vehicle - Diesel (Standard)	L	116,505.66	0.002528157	295
Total Directly Delivered Services Emissions				6,882
Contracted Mobile Emission Sources:				
Vehicle Class	Units	Consumption	Emissions Factor	Emissions (tCO2e)
Heavy Duty Truck - Gasoline (Standard)	L	8,631	0.002246839	19
Heavy Duty Truck - Diesel (Standard)	L	365,096	0.002509155	916
Heavy Duty Truck - Diesel (B20)	L	58,837	0.002187495	129
Heavy Duty Truck - Diesel (B100)	L	35,977	0.000043095	2
Heavy Duty Truck - Natural Gas (Fortis BC)	L	49,968	0.001832356	91
Heavy Duty Truck - Propane	L	63,684	0.001540340	98
Off Road Vehicle - Diesel (Standard)	L	375,672	0.002528157	950
Total Contracted Services Emissions				2,205
Total Traditional Services GHG Emissions				9,087



To:	Public Works and Transportation Committee	Date:	August 20, 2026
From:	Roeland Zwaag General Manager, Engineering and Public Works	File:	10-6000-01/2025-Vol 01
Re:	Granville Avenue and Shell Road Walkway Update		

Staff Recommendation

That the report titled “Granville Avenue and Shell Road Walkway Update”, dated August 20, 2026, from the General Manager, Engineering and Public Works, be received for information.

Executive Summary

Following the July 22, 2026 Public Works and Transportation Committee referral, staff reviewed pedestrian safety and connectivity improvements near the Granville Avenue Canadian National Railway (CN) crossing and Shell Road Trail.

Recent ditch-bank stabilization and gravel shoulder widening have improved access; however, an approximately 30 metre gap remains near the rail tracks. A permanent asphalt full-width walkway is the preferred long-term solution but would require significant CN signal and crossing modifications and capital funding.

Staff are advancing an interim gravel shoulder walkway for CN review and confirmation that signal and crossing upgrades are not required. Subject to CN approval, the interim works can be funded through existing approved capital projects. Staff will also prepare a 2027 Capital Budget submission for the permanent solution and pursue external funding and cost-sharing opportunities.

Origin

This report is in response to the following referral from the July 22, 2026, Public Works and Transportation Committee:

That staff be directed to review options related to pedestrian safety improvements along the Shell Road trail and Granville Avenue and negotiate with Canadian National Railway on the associated costs, and report back.

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

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

3.2 Leverage strategic partnerships and community-based approaches for comprehensive safety services.

Analysis

Background and Current Status

In 2010, Council approved the 2011 Granville Avenue Walkway capital project. The project constructed a 1.5 metre wide, curb-protected asphalt walkway on the north side of Granville Avenue, between No. 4 Road and No. 5 Road for pedestrians and cyclists. The walkway was not completed through the Canadian National Railway (CN) crossing near the Shell Road Trail because CN required significant crossing and signal modifications. The cost of those modifications could not be accommodated within the approved project budget. As a result, an approximately 45 metre gap remained near the rail crossing.

In early June 2026, the City completed approximately 15 metres of ditch-bank stabilization and gravel shoulder widening along the road edge between the Shell Road Trail and the existing walkway to the west. This work improved pedestrian access by providing a wider gravel shoulder. As the work was outside the rail crossing area, CN approval was not required.

Following this work, an approximately 30 metre gap remains between the Shell Road Trail and the rail tracks to the east. (See Attachment 1).

Based on recent feedback from CN, construction of a permanent 1.5 metre wide asphalt walkway through the crossing would still require the signal and crossing modifications identified in 2011. Staff have contacted CN to determine whether lower-cost interim improvements could be completed without triggering these signal modifications.

Staff are exploring an interim narrow gravel shoulder walkway design that may avoid the need for the signal modifications. These interim works can be funded from existing approved capital projects.

CN has advised that any work, whether interim or permanent, must comply with railway safety requirements, including Transport Canada's Grade Crossings Standards, where applicable. Before approving the work, CN requires engineered design drawings and approval of both the interim and permanent designs. The approval process requires new permits and agreements that staff will review to ensure the terms are acceptable to the City.

Next Steps

A design that minimizes the extent of rail crossing modifications and includes an interim narrow gravel shoulder walkway is being prepared for submission to CN.

As part of the upcoming 2027 Capital Budget process, staff will also prepare a capital submission for a permanent asphalt walkway including CN signal and crossing modifications for Council's consideration. The permanent solution will provide improved accessibility through a wider continuous hard surface connection.

Staff will also seek external cost-sharing opportunities to reduce the City's portion of project costs, including competitive funding programs offered by Transport Canada and TransLink.

Budgetary Implications

The interim narrow gravel shoulder walkway design and construction can be funded from existing Council-approved capital projects.

The permanent asphalt walkway design and construction, including the required CN signal and crossing modifications, will be submitted for Council's consideration as part of the 2027 Capital Budget process.

Operating cost increases associated with any changes would need to be reviewed and incorporated once a design has been submitted to and accepted by CN.

Conclusion

The City has improved pedestrian access along Granville Avenue through recent ditch-bank stabilization and gravel shoulder widening; however, an approximately 30 metre gap remains near the CN crossing. A permanent 1.5 metre wide asphalt walkway is the preferred long-term solution but requires substantial CN signal and crossing modifications and currently does not have adequate funding.

Staff are advancing an interim narrow gravel shoulder walkway, subject to CN approval. The interim works can be funded from existing Council approved capital projects and would provide improved pedestrian accessibility and connectivity while the permanent solution is advanced through the 2027 Capital Budget process. External funding opportunities will also be pursued to help reduce the City's share of the construction costs.

August 20, 2026

- 4 -

Respectfully submitted,

Milton Chan, Director, Engineering

Report Contributors

This report was prepared by Patrick Lai, Senior Project Manager, Engineering Design and Construction and reviewed by Transportation and Public Works.

Endorsed by Serena Lusk, CAO

Att. 1: Aerial Map and Current Conditions Looking Westbound Granville Avenue at CN Rail Crossing

**Aerial Map and Current Conditions Looking Westbound
Granville Avenue at CN Rail Crossing**



Aerial Map



Current Conditions Looking Westbound



To: General Purposes Committee
From: Wayne Craig
General Manager, Planning and Development
Date: August 24, 2026
File: 08-4057-11-01/2025-Vol 01
Re: **Funding Considerations for After-Hours Outreach and Food Aid Delivery Programs**

Staff Recommendation

That a report be brought forward outlining funding options for homelessness and community food access programs for 2028 and beyond, following Council’s consideration of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031), as outlined in the report titled “Funding Considerations for After-Hours Outreach and Food Aid Delivery Programs”, dated August 24, 2026, from the General Manager, Planning and Development.

Executive Summary

On July 20, 2026, Council referred a motion directing staff to present options to maintain funding for after-hours outreach and food aid delivery programs before the applications for the 2027 Health, Social and Safety (HSS) Grant Program are due on October 14, 2026. This report responds to Council’s referral by presenting funding options for 2027 for Council’s consideration.

The report also proposes developing a longer-term approach to supporting homelessness outreach and food access services in the community, informed by the findings and recommendations of the Homelessness Strategy Guiding Framework (2026–2029) and the Community Food Access Framework (2027–2031). These frameworks are intended to strengthen the City’s understanding of community needs, identify service gaps and opportunities, and inform future priorities related to homelessness and food insecurity.

Staff Report

Origin

At the open General Purposes meeting on July 20, 2026, the report “Homelessness Strategy Guiding Framework – Current State Analysis and What We Heard Report” was presented to Council, resulting in the following motion:

That it be referred to staff to consider options to maintain the funding for the after-hours outreach and food aid delivery programs through an additional level of funding in the annual grants process or otherwise, and that these options are presented before the applications for the 2027 HSS grants cycle are due this fall.

This report responds to Council’s referral by presenting funding options for 2027 for Council’s consideration.

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

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

Analysis

Like many communities across British Columbia and Canada, Richmond is experiencing growing social pressures driven by the rising cost of living. Increasing housing costs and limited affordable housing options are placing greater financial strain on households, contributing to rising food insecurity and homelessness. While responsibility for social services primarily rests with the provincial and federal governments, these growing pressures are increasing demand for local supports and placing greater reliance on community organizations, faith-based groups and local governments to fill critical gaps and help residents meet their basic needs.

In Richmond, the City continues to support residents experiencing social challenges through investments in homelessness services and food access programs, including grants, staffing and contracted services. The City's Health, Social and Safety (HSS) Grant Program is one of the primary mechanisms for providing financial support to community organizations that deliver essential social services and programs in Richmond. Demand for the HSS Grant funding continues to exceed available resources. For example, during the 2026 grant cycle, organizations requested a total of \$1,285,695 in funding, compared with an available HSS Grant budget of \$506,908. Of the 2026 HSS Grant budget, \$98,584 (approximately 19 per cent) was allocated to food supports and \$25,000 (approximately 5 per cent) to homelessness services.

The City has also provided one-time supplemental funding outside of the HSS Grant Program to Parish of St. Alban's and Refuge Church since 2024, and to The Salvation Army since 2025, to help maintain their existing levels of after-hours outreach and food aid delivery services. Table 1 provides an overview of HSS Grant and one-time supplemental funding provided to the three organizations.

Table 1: HSS Grant and One-time Supplemental Funding Provided to Parish of St. Alban's, Refuge Church and The Salvation Army from 2024 to 2026

Year	Parish of St. Alban's	Refuge Church	The Salvation Army
2024 HSS	\$37,790	\$13,109	N/A*
2024 CCIA**	N/A	\$21,891	N/A
2024 RSA***	\$12,210	\$54,560	N/A
2024 Total	\$50,000	\$89,560	N/A
2025 HSS	\$38,584	\$25,000	N/A
2025 CCIA	\$26,416	\$85,000	\$20,000
2025 Total	\$65,000	\$110,000	\$20,000
2026 HSS	\$38,584	\$25,000	\$10,000
2026 CCIA	\$26,416	\$75,000	\$20,000
2026 Total	\$65,000	\$100,000	\$30,000

* The Salvation Army did not apply for an HSS Grant in 2024.

** Council Community Initiative Account

*** Rate Stabilization Account

One-time supplemental funding has enabled these three organizations to continue providing services in response to immediate community needs. To further support this work, the City continues to advocate to senior levels of government and share external grant opportunities that can help organizations diversify their funding sources, reduce reliance on City funding and sustain the delivery of essential services to Richmond residents.

Meetings were conducted in August 2026 with the three organizations to discuss their program plans and anticipated funding needs for 2027. Parish of St. Alban's and The Salvation Army have indicated that City funding at the current levels, adjusted for cost-of-living increases, would enable them to continue delivering their existing services. Refuge Church has indicated that its after-hours outreach program is currently under review following the retirement of a senior outreach worker and the program's mandate is being assessed for 2027. The 2026 Grant Use Reports have been received from all three organizations and provide information on how previous City funding was used, including the services and activities delivered as outlined in their 2026 HSS Grant applications.

Strategic Initiatives Informing Homelessness and Food Insecurity Initiatives

As community needs evolve, there is a need for a strategic, evidence-informed approach to guide future planning and priorities related to homelessness and community food access. In response, the City is in the process of developing the Homelessness Strategy Guiding Framework and the Community Food Access Framework, which are intended to strengthen understanding of current and emerging community needs, identify service gaps and opportunities, and inform future priorities.

- **Homelessness Strategy Guiding Framework (2026–2029):** As a companion document to the Richmond Homelessness Strategy 2019–2029, the framework, which will be presented to Council at a later date, is intended to respond to the current complexity of homelessness in the community and will assess community needs, identify current and emerging service gaps, and identify opportunities to strengthen Richmond's homelessness response system.

- **Community Food Access Framework (2027–2031):** Identified as a key priority in the Social Development Strategy (2025–2035), the draft framework is scheduled to be presented to Council at a later date, with a finalized framework expected in mid-2027. It will guide the community to take collective action to address food insecurity in a more coordinated manner that fosters greater collaboration, resource sharing and partnerships among program providers. The framework will strengthen understanding of community food access needs and identify service gaps, emerging trends and opportunities for Richmond.

The frameworks are being developed using local evidence and engagement with partners and people with lived and living experience. This work will support a shared understanding of the community's current landscape, identify service gaps and opportunities, and provide an opportunity to better align efforts, strengthen service delivery and increase collective impact. Using these findings would better inform a longer-term approach to supporting homelessness outreach and community food access programs and would help ensure future City funding is responsive to identified needs and priorities, rather than establishing long-term funding arrangements based on current service levels.

Proposed Funding Options

To support the continuation of after-hours outreach and food aid delivery programs in 2027 provided by Parish of St. Alban's, Refuge Church and The Salvation Army, two funding options are presented in Table 2 for Council's consideration.

Table 2: Options and Key Considerations for 2027

Option 1	Key Considerations
Status Quo Parish of St. Alban's, Refuge Church and The Salvation Army apply for funding through the 2027 HSS Grant Program. At Council's discretion, a one-time supplemental funding may be provided to supplement HSS Grant allocations. (RECOMMENDED)	• The HSS Grant Program provides an established City funding mechanism for supporting community-based social services. The three organizations would submit applications outlining the activities for which funding is being requested, the amount of funding required and how the proposed services would be delivered. • Applying to the HSS Grant Program would provide an opportunity for the organizations to provide updated information about their programs and services, including any proposed changes to their program scope, activities and service delivery model. This information would provide the City with a current understanding of how services are being delivered and any changes anticipated for 2027. • The requirement for all grant recipients to submit a Grant Use Report provides an additional accountability mechanism by documenting how funding was used and demonstrating that funds were directed toward the approved purposes and activities outlined in the grant application. • Changes to the HSS Grant Program are being implemented in 2027, including revised eligibility criteria, funding limits, a standardized evaluation framework and greater alignment with City priorities. These changes are intended to improve consistency, transparency and accountability in the allocation of grant funding. • Funding allocations are considered on a single-year basis and will not be approved until early 2027, which may limit organizations' ability to undertake longer-term program planning. • Applicants are expected to pursue other sources of funding and diversify their funding sources rather than rely on the City's HSS Grant Program as their primary or sole source of funding.

Table 2: Options and Key Considerations for 2027 (continued)

Option 2	Key Considerations
One-time funding provided for 2027 through the 2027 budget process Provide a total of \$195,000 in one-time funding to Parish of St. Alban's, Refuge Church and The Salvation Army, based on their 2026 funding levels, to maintain current service levels for 2027: • Parish of St. Alban's: \$38,584 from the HSS Grant budget and \$26,416 in one-time supplemental funding, for a total of \$65,000; • Refuge Church: \$25,000 from the HSS Grant budget and \$75,000 in one-time supplemental funding, for a total of \$100,000; and • The Salvation Army: \$10,000 from the HSS Grant budget and \$20,000 in one-time supplemental funding, for a total of \$30,000. Of the \$195,000 in one-time funding, \$73,584 would be allocated from the 2027 HSS Grant budget, with the remaining \$121,416 to be considered as part of the 2027 budget process.	• Provides the three organizations with a guaranteed level of one-time funding for 2027, enabling greater certainty and allowing additional time in planning and supporting the continuation of current service levels in the community. • Provides targeted funding to established programs that are currently responding to immediate community needs related to homelessness and food insecurity. • Does not require the organizations to compete for the proposed funding through the 2027 HSS Grant intake. • Proposed funding amounts are based on organizations' 2026 funding levels. • Upon Council approval of the 2027 Operating Budget, the three organizations will be required to submit proposals outlining the activities and services to be delivered in 2027 using the one-time funding. These proposals will be reviewed to ensure that they align with the funding allocated and the activities proposed to maintain current service levels. • Given the timing of the one-time funding decision and the October 14, 2026 grant application deadline, the three organizations may need to submit applications to the HSS Grant Program as a contingency to ensure funding is available for 2027 should the one-time funding option not proceed. This may result in additional administrative work for the organizations, including preparing and submitting applications that may ultimately not be required. • Organizations would be required to submit a report demonstrating how the funding was used and that expenditures were consistent with the approved activities, providing accountability and transparency for the use of City funds. • Providing one-time funding outside of the established HSS Grant Program process may create challenges in developing a consistent and equitable approach to supporting community needs in the future. • Providing one-time funding outside of the 2027 HSS Grant Program may reduce the effectiveness of changes being implemented this year to strengthen the consistency, transparency and alignment of the HSS Grant Program with City priorities and demonstrated community needs. • May establish a precedent for other organizations to seek funding outside of the established HSS Grant Program process.

The approach outlined in this report does not commit the City to a specific long-term funding model or level of funding at this time, allowing future decisions to be informed by the priorities identified in the Homelessness Strategy Guiding Framework and Community Food Access Framework. Both options support service continuity in 2027 while providing an opportunity to develop a longer-term funding approach to supporting residents experiencing homelessness and food insecurity in 2028 and beyond.

Option 1 is recommended because it follows an established and equitable approach to the allocation of City funding through the HSS Grant Program process. Under this option, funding allocations would be provided through the HSS Grant budget, with additional one-time supplemental funding available, as directed by Council. If Council wishes to proceed with Option 2, a total of \$195,000 in one-time funding would be provided to Parish of St. Alban's,

Refuge Church and The Salvation Army, based on their 2026 funding levels, to maintain current service levels in 2027. For this option, \$73,584 would be allocated from the 2027 HSS Grant budget and Council would need to pass a resolution endorsing that a one-time additional funding of \$121,416 be considered as part of the 2027 budget process.

At this time, it is recommended that any decisions regarding a long-term funding approach be considered after the Homelessness Strategy Guiding Framework and the Community Food Access Framework are presented to Council. A subsequent Council report in mid-2027 would provide an opportunity for Council to consider the findings of this work, including service gaps, priorities and opportunities, and assess potential funding approaches in the context of the broader priorities and evolving needs of the community.

Budgetary Implications

If Council wishes to proceed with Option 1, the three organizations would apply for funding through the HSS Grant Program, which would be provided through the 2027 HSS Grant budget. Should Council wish to provide additional one-time funding to supplement the HSS Grant allocations, a funding source would be determined at a later date.

If Council wishes to proceed with Option 2, a total of \$195,000 in one-time funding would be provided, of which \$73,584 would be allocated through the 2027 HSS Grant budget, with the remaining \$121,416 to be considered as part of the 2027 budget process.

Conclusion

The after-hours outreach and food aid delivery programs provided by Parish of St. Alban's, Refuge Church and The Salvation Army play an important role in supporting residents experiencing homelessness and food insecurity. Option 1 is recommended to support continuity of these services in 2027 through the established HSS Grant Program process, providing an established and equitable approach to the allocation of City funding. A subsequent report outlining potential funding approaches for homelessness and community food access programs for 2028 and beyond will be brought forward to Council in mid-2027, following Council's consideration of the Homelessness Strategy Guiding Framework and the Community Food Access Framework.

Respectfully submitted,

Kim Somerville, Director, Community Social Development

Report Contributors

This report was prepared by Dorothy Jo, Program Manager, Social Planning and reviewed by Finance.

Endorsed by Serena Lusk, CAO



To:	General Purposes Committee	Date:	September 3, 2026
From:	Wayne Craig General Manager, Planning and Development	File:	07-3070-01/2025-Vol 01
Re:	Re-naming of Two City-Owned Child Care Facilities, 650-5688 Hollybridge Way and 10277 River Drive		

Staff Recommendations

1. That the City-owned child care facility located at 650-5688 Hollybridge Way be renamed to “Willow Child Care Centre”; and
2. That the City-owned child care facility located at 10277 River Drive be renamed to “River Run Child Care Centre.”

Executive Summary

This report seeks Council approval to rename two City-owned child care facilities following the re-tenanting to new operators. It is recommended to rename the facility at 650-5688 Hollybridge Way from Willow Early Care and Learning Centre to Willow Child Care Centre and the facility at 10277 River Drive from River Run Early Care and Learning Centre to River Run Child Care Centre.

Both facilities were originally named by Council in accordance with the City’s Naming Public Buildings – Parks or Places Policy 2016 and in consultation with the former operator. The purpose of this report is to seek Council’s approval to rename River Run Early Care and Learning Centre and Willow Early Care and Learning Centre by removing language that was specific to Atira and using a more general term to reflect the facility rather than the operator.

Staff Report

Origin

On April 24, 2026, Atira Women's Resource Society (Atira) notified the City that they intended to terminate their leases with the City and cease operations of River Run Early Care and Learning Centre (River Run) and Willow Early Care and Learning Centre (Willow) on June 26, 2026. River Run has since been leased to the Developmental Disabilities Association and Willow has been leased to the Society of Richmond Children's Centres.

As per the Naming Public Buildings – Parks or Places Policy 2016 (Attachment 1), the facilities' names were previously approved by Council. The use of "Early Care and Learning Centre" in both facility names was specific to Atira's organizational approach to naming their child care programs.

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

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

The purpose of this report is to seek Council's approval to rename River Run Early Care and Learning Centre and Willow Early Care and Learning Centre to remove language that was specific to Atira and use a more general term to reflect the facility rather than the operator.

Analysis

The following information includes an overview of the City's Naming Public Buildings – Parks or Places Policy 2016 and provides background on each child care facility and rationale for the proposed renaming.

Naming Public Buildings – Parks or Places Policy 2016 (Policy 2016)

Policy 2016 states that, the naming of public buildings, parks or places within the City shall be undertaken to:

1. Honour or memorialize individuals, corporations, events, and places that have attained achievements of extraordinary and lasting distinction and contribution to the City, or
2. Pay tribute to an association with an activity or program which is specific to the use of the public building, park, or place.

The naming of City-owned child care facilities has been undertaken under the second of these and the recommendations outlined in this report for Council's consideration are compliant with the policy and associated guidelines. The final decision on the name for the facility rests with Council and proposed names for the applicable facilities for Council's consideration are outlined below. Should Council approve the renaming of the facilities, all necessary materials will be updated to reflect the changes including the City website.

Willow Early Care and Learning Centre

In 2017, Cressey Gilbert Development LLP completed construction of a 5,000 sq. ft child care facility located at 650-5688 Hollybridge Way. Council approved the name, Willow Early Care and Learning Centre, after consultation with the operator, to reflect the willow tree, a native plant associated with the historic Brighthouse Homestead site on which the building resides.

On June 22, 2026, Council approved the Society of Richmond Children's Centres (SRCC) as the new operator of Willow. The SRCC currently operates six child care facilities, including five City-owned facilities in Richmond. The new name for the facility, Willow Child Care Centre, is recommended for Council's consideration. The child care programs onsite and operated by SRCC can then be specifically named in accordance with SRCC's standard practice.

River Run Early Care and Learning Centre

In 2019, Western-Citimark River Front Townhouse Project Ltd. included construction of a child care facility located at 10277 River Drive. Council approved the name River Run Early Care and Learning Centre after consultation with both the developer and Atira. The name reflects the facility's proximity to the Fraser River, the longest river within British Columbia, and the term "run of the river," which describes the flow of the river without any human interference.

On May 4, 2026, Council approved the Developmental Disabilities Association (DDA) as the new operator for River Run. DDA operates the City-owned Riverside Child Development Centre and also provides inclusive, family-centered child care and school-age programs at eight locations in Vancouver. The new name for the facility, River Run Child Care Centre is recommended for Council's consideration. The child care programs onsite and operated by DDA can then be specifically named in accordance with DDA's standard practice.

Budgetary Implications

None. Should Council approve the new facility names, facility signage will be updated accordingly and will be accommodated within the existing OBI for each facility.

Conclusion

The rapid re-tenanting of both Willow and River Run has been integral to ensuring continued availability of high-quality child care in the Bridgeport and Oval Village neighbourhoods and the work of SRCC and DDA have been fundamental in mitigating impacts to existing families. In keeping with the City's Naming Public Buildings – Parks and Places Policy 2016, it is recommended that the proposed new names, Willow Child Care Centre and River Run Child Care Centre, be approved for the two facilities.

Respectfully submitted,

Kim Somerville, Director, Community Social Development

Report Contributors

This report was prepared by Annie Lam, Planner 2, Child Care and reviewed by Real Estate Services, Finance, and Facilities and Project Development.

Endorsed by Serena Lusk, CAO

Att. 1: Naming Public Buildings – Parks or Places Policy 2016



POLICY 2016:

It is Council policy that:

The naming of public buildings, parks or places within the City shall be undertaken to:

1. Honour or memorialize individuals, corporations, events, and places that have attained achievements of extraordinary and lasting distinction and contribution to the City, or
2. Pay tribute to an association with an activity or program which is specific to the use of the public building, park, or place.

In all cases, staff will review the proposals/submissions based on the following "Guidelines for Naming", prior to making a recommendation to City Council. The final decision rests with City Council by means of a resolution adopted by majority vote of Council. In the absence of a clear direction or decision from staff, the final decision will be made by Council.

After the final decision on the naming of public facilities, parks and spaces has been made, the City Clerk shall notify all parties affected by, or interested in, such new public buildings, parks or places.



GUIDELINES FOR NAMING

1. Proposals/submissions for naming a public building, park or place may be received from the public (including residents, community associations and organizations), staff, and corporations.
2. A proposal for naming a public building, park or place in honour of a person who has rendered outstanding service to the City, will be considered. Names of living individuals may be considered, but the use of individual names should be minimized.
3. A proposal for naming a public building, park or place, other than in honour of an individual, will be considered if:
 - an organization has had historical and exceptional ties to the City.
 - an event or date is significant in the City's history.
 - a place has significant meaning for, or ties to, the City.
 - a program, activity, or symbol is pertinent to the life of the City specific to the location and may be used to effectively promote and market the program or activity both within and outside the community.
4. In a proposal for naming "joint sites" between the City and School District, the park and school names should coincide through consultation between the two organizations.
5. A proposal for naming "parks and open spaces" may consider the name of the abutting road. Similarly, a public building accommodated on a park, the park name, or the building, should relate to each other.
6. A proposal for naming a "character area" such as a neighbourhood and/or open space should be designated by names linking persons, events, places or activities with appropriate references to location and activities to be conducted on the site or land form.
7. A proposal for naming a public building or park in recognition of a corporation which has made a significant gift or contribution to the City may be considered.
8. A named facility will retain that name as long as it exists. However, if a name is designated for a facility associated with a specific program or activity and that activity is subsequently changed, the name may be applied to a similarly-used facility, if possible, and if not, to another facility.



**Housing Agreement (Affordable Housing)
(8620, 8640 and 8660 Spires Road) Bylaw No. 10735**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 000-653-489

Lot 110 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 004-297-831

Lot 111 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 010-473-181

Lot 112 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

2. This Bylaw is cited as "**Housing Agreement (Affordable Housing) (8620, 8640 and 8660 Spires Road) Bylaw No. 10735**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

SEP 14 2026

SEP 14 2026

SEP 14 2026

CITY OF
RICHMOND

APPROVED
for content by
originating
dept.

ye

APPROVED
for legality
by Solicitor

LH

MAYOR

CORPORATE OFFICER

Bylaw 10735

Schedule A

**To Housing Agreement (Affordable Housing)
(8620, 8640 and 8660 Spires Road) Bylaw No. 10735**

HOUSING AGREEMENT BETWEEN
LANSDOWNE MANOR LTD. AND CITY OF RICHMOND

AFFORDABLE HOUSING AGREEMENT
(Section 483, *Local Government Act* (BC))

THIS AGREEMENT is dated for reference _____, 2026

BETWEEN:

LANDSDOWNE MANOR LTD. (Inc. No. BC1270582), a corporation incorporated under the laws of the Province of British Columbia, having an address at #110 – 6086 Russ Baker Way, Richmond, BC V7B 1B4

(the “Nominee”); and

BAINS PROPERTIES INC. (Inc. No. BC1045531), a corporation incorporated under the laws of the Province of British Columbia, having an office at #110 – 6086 Russ Baker Way, Richmond, BC V7B 1B4

(the “Beneficial Owner”, and together with the Nominee, the “Owner”)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, BC V6Y 2C1

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings set out therefor in Section 1.1;
- B. The Nominee is the registered owner and the Beneficial Owner is the beneficial owner of the Lands, which are intended to be Subdivided;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

Affordable Housing Agreement (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words have the following meanings:

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the approximate 22 low-end market rental (LEMR) Dwelling Units located or to be located on the Lands charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Assets"** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,
 and exclude, in particular, the following:
 - (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
 - (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;
 - (vi) personal effects;
 - (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and
 - (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (e) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided

from time to time. For greater certainty, any building within an air space parcel and any building within a remainder will constitute a Building for the purpose of this Agreement;

- (f) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **"CCAP"** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (h) **"City"** means the City of Richmond;
- (i) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (l) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities, amenity room, outdoor space, children's play areas, rooftop deck, and related access routes;
- (n) **"Common Transportation Facilities"** means all transportation facilities provided for the common use of all residential occupants of the Lands, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any other required affordable housing parking and electric vehicle charging stations, loading bays and spaces, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **"CPI"** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (p) **"Daily Amount"** means \$100.00 per day as of January 1, 2026 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2026, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 5.1 of this

Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

- (q) **“Development”** means the residential rental development constructed or to be constructed on the Lands;
- (r) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 25-010558;
- (s) **“Director, Housing Office”** means the City’s Director, Housing Office, in the Planning and Development Division of the City, and his or her designate;
- (t) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (u) **“Eligible Tenant”** means a Family:
 - (i) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - A. 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

 - B. if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
 - C. in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive; and
 - (ii) owning Assets valued at \$100,000 or less, as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any

calculation by the City of the value of an Eligible Tenant's Assets in any particular year shall be final and conclusive;

- (v) **"Family"** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) **"GST"** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (x) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (y) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (z) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (aa) **"Lands"** means certain lands and premises legally described, as of the date of this Agreement, as:
 - (i) 8620 Spires Road, Richmond, BC
PID: 000-653-489, Lot 110, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489;
 - (ii) 8640 Spires Road, Richmond, BC
PID: 004-297-831, Lot 111, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489; and
 - (iii) 8660 Spires Road, Richmond, BC
PID: 010-473-181, Lot 112, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489,

and any lands into which said lands are Subdivided;
- (bb) **"LEMR Parking, Tenant Asset and Income Exceedance Policy"** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;
- (cc) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

Affordable Housing Agreement (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

- (dd) **"LTO"** means the New Westminster Land Title Office or its successor;
- (ee) **"Occupancy Certificate"** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City of Richmond *Building Regulation Bylaw 7230*, as may be amended or replaced from time to time;
- (ff) **"OCP"** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (gg) **"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;
- (hh) **"Parking Operator"** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (ii) **"Permitted Rent"** means:
 - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement, provided that:
 - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
 - (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (jj) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (kk) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ll) **"Senior"** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;

- (mm) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (nn) “**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*;
- (oo) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (pp) “**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) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and

- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other related spaces; and
 - (ii) at its cost, executed and registered against title to the Lands, or portions thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portions thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;

Affordable Housing Agreement (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, Common Amenities or any other facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building(s) in which the Affordable Housing Units are situated, confirming that the Affordable Housing Units, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with the Development Permit, the Building Permit, and this Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 Without limiting Section 2.1, the Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant. Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of an Affordable Housing Unit to a Tenant on a "month-to-month" basis.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units within a Building;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "Building" for the purpose of this Section 3.3; and
 - (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

"The Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Affordable Housing Unit:

 - (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) a statement of the total value of Assets owned by all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit;
 - (iv) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (v) the number of occupants of the Affordable Housing Unit who are Seniors;"
 - (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.6 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Affordable Housing Units to have full access to and use and enjoy all Common Amenities, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Development and the standard of management of rental properties similar to the Development, and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (iii) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (iv) property or similar tax;
- provided, however, that an Owner may charge the Tenant the Owner's cost, if any, of:
- (v) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
 - (vi) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development) by or on behalf of the Tenant; and
 - (vii) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such

charges are the same as those payable by any other residential occupant of the Development;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection;
- (g) 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;
- (h) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(u)(i) of this Agreement;
 - (iii) the value of the total Assets of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(u)(ii) of this Agreement;
 - (iv) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (v) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (vi) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Sections 3.6(h)(ii) and 3.6(h)(iii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant or value of Assets rises above amounts prescribed in Section 1.1(u), Eligible Tenant, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect of Section 3.6(h)(ii) and 3.6(h)(iii) 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;

- (i) 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

- (j) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If a Tenancy Agreement is terminated by the Owner, subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to expeditiously vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,
- and, in each case, a demolition permit for the Affordable Housing Unit, as applicable, has been issued by the City and the Affordable Housing Unit has been demolished under that permit.
- 4.2 Following demolition of an Affordable Housing Unit referred to in Section 4.1, the Owner will construct, use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the replacement Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

Affordable Housing Agreement (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

then the Owner will pay the Daily Amount for each applicable Affordable Housing Unit to the City for every day that the breach continues after 10 days' written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

5.2 Notwithstanding Section 5.1:

- (a) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

5.3 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where any Affordable Housing Units form a separate legal parcel the City may file notice of this Agreement in the LTO against the title to those Affordable Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request

Affordable Housing Agreement (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

includes the registrable land title form of release (Form 17 (Cancellation of Charge, Notation or Filing);

- (ii) the cost of the preparation of the registrable release, and the cost of registration of the same in the LTO is paid by the Owner;
- (iii) the City has a reasonable time within which to execute such documents for the release and return the same to the Owner for registration; and
- (iv) the Owner acknowledges and agrees that any release is without prejudice to the indemnity and release set forth in Sections 6.5 and 6.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

6.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

6.3 Modification

Subject to Section 6.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the elected council of the City and thereafter if it is signed by the City and the Owner.

6.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and Common Amenities, including parking facilities, and will permit representatives of the City to inspect the Affordable Housing Units and Common Amenities 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 and Common Amenities in a good state of repair and fit for habitation and/or human occupation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant; and if applicable, will ensure that any Parking Operator will ensure good and efficient management of the parking facilities, including bicycle facilities.

If the Owner fails to ensure good and efficient management of the Affordable Housing Units and, as applicable, Common Amenities, as applicable, or maintain the Affordable Housing Units and, as applicable, Common Amenities as required by this Section 6.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage and maintain the Affordable Housing Units and applicable Common Amenities.

6.5 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection for occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (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;
- (c) 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;
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner; or
- (e) the exercise by the City of any of its rights under this Agreement or an enactment.

6.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection for occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (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;
- (c) 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;
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner; or
- (e) the exercise by the City of any of its rights under this Agreement or an enactment.

6.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to Sections 6.5 and 6.6, will survive termination or release of this Agreement.

6.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

6.9 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

6.10 City as Sole Beneficiary

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the Building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

6.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

6.12 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

with copies to: City Solicitor, and the Director, Housing Office,

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

6.13 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.14 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

6.15 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

6.16 Sole Agreement

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

6.17 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

6.18 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

6.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

6.20 No Joint Venture

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

6.21 Applicable Law

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

6.22 Deed and Contract

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

6.23 Joint and Several

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

6.24 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands 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.

[remainder of page intentionally blank]

6.25 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

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

LANSDOWNE MANOR LTD., by its
authorized signatory(ies):

Name:
Title:

Name:
Title:

BAINS PROPERTIES INC., by its authorized
signatory(ies):

Name:
Title:

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

SCHEDULE A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

CANADA	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the "Affordable Housing Units") located at
	)	_____
PROVINCE OF BRITISH COLUMBIA	)	(street address), British Columbia, and Housing Agreement
	)	dated _____, 20____ (the "Housing
TO WIT:	)	Agreement") between
	)	_____ and the
	)	City of Richmond (the "City")

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the "Owner") of the Affordable Housing Units;
 or,
 I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

Page 1 of 2 – continued on next page...

... continued from Page 1 – Page 2 of 2

5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at

_____ in the
Province of British Columbia, Canada, this
_____ day of _____, 20____

A Notary Public and a Commissioner for taking Affidavits in and for the Province of British Columbia

(Signature of Declarant)

Name: _____

*Declarations should be signed, stamped, and dated and witnessed by a lawyer,
notary public, or commissioner for taking affidavits.*

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:												
Property Management Company:				Property Manager Email:				Property Manager Phone Number:												
Unit and Household Information								Income, Assets and Rent						Fees Collected (Provide details and explanation with the Statutory Declaration)						
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants 18 years and Under	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 18 years & Over			Income Verification Received (Yes/No)	Rent (\$/Month)	Total Assets*	Parking Fees	Move-in / Move-out Fees	Assembly Usage Fees	Other Tenant Fees
								3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.							
0	101	3 BR	4	No	1	1	2022	\$24,000	\$28,000	\$31,640				Yes	\$1,611.10	\$ 10,000	\$ -	\$ -	\$ -	\$ -
				No				\$18,000	\$10,000	\$22,760				Yes						
				No				\$7,000	\$7,000	\$7,000				Yes						
1																				
2																				
3																				

Continue rows as needed.

* Further information is available in the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy" (Council Policy No. 5475)

Affordable Housing Agreement (Section 483, *Local Government Act*)
 8620, 8640 & 8660 Spires Road
 Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

B288816

CONSENT AND PRIORITY AGREEMENT

With respect to the Affordable Housing Agreement (the "**Housing Agreement**") made pursuant to Section 483 of the *Local Government Act* between the City of Richmond and Lansdowne Manor Ltd., Vancouver City Savings Credit Union (Inc. No. FI-07) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands, which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB2338936 and Assignment of Rents CB2338937 (collectively, the "**Bank Charge(s)**").

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

**VANCOUVER CITY SAVINGS CREDIT
UNION**, by its authorized signatory(ies):

Per: _____

Name: _____

Title: _____
Vancouver City Savings Credit Union



**Housing Agreement (Market Rental)
(8620, 8640 and 8660 Spires Road) Bylaw No. 10736**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 000-653-489

Lot 110 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 004-297-831

Lot 111 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

P.I.D. 010-473-181

Lot 112 Section 9 Block 4 North Range 6 West New Westminster District Plan 21489

2. This Bylaw is cited as “**Housing Agreement (Market Rental) (8620, 8640 and 8660 Spires Road) Bylaw No. 10736**”.

FIRST READING

SEP 14 2026

SECOND READING

SEP 14 2026

THIRD READING

SEP 14 2026

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10736

Schedule A

**To Housing Agreement (Market Rental)
(8620, 8640 and 8660 Spires Road) Bylaw No. 10736**

**HOUSING AGREEMENT BETWEEN
LANSDOWNE MANOR LTD. AND CITY OF RICHMOND**

HOUSING AGREEMENT – MARKET RENTAL HOUSING
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference the ____ day of _____, 2026

BETWEEN:

LANSDOWNE MANOR LTD. (Inc. No. BC1270582), a corporation incorporated under the laws of the Province of British Columbia, having an address at #110 – 6086 Russ Baker Way, Richmond, BC V7B 1B4

(the “**Nominee**”); and

BAINS PROPERTIES INC. (Inc. No. BC1045531), a corporation incorporated under the laws of the Province of British Columbia, having an office at #110 – 6086 Russ Baker Way, Richmond, BC V7B 1B4

(the “**Beneficial Owner**”, and together with the Nominee, the “**Owner**”)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, BC V6Y 2C1

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings set out therefor in Section 1.1;
- B. The Nominee is the registered owner and the Beneficial Owner is the beneficial owner of the Lands, which are intended to be Subdivided;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 9, MR HA Bylaw 10736

- (a) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, any building within an air space parcel and any building within a remainder will constitute a Building for the purpose of this Agreement;
- (c) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **"CCAP"** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (e) **"City"** means the City of Richmond;
- (f) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (h) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities and related access routes;
- (i) **"Common Transportation Facilities"** means all transportation facilities provided for the use of all residential occupants of the Lands, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any other required market rental housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (j) **"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;
- (k) **"Daily Amount"** means \$100.00 per day as of January 1, 2026 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2026, 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;
- (l) **"Development"** means the residential rental development constructed or to be constructed on the Lands;

- (m) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (n) **“Director, Housing Office”** means the City’s Director, Housing Office, in the Planning and Development Division of the City, and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (p) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (q) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Market Rental Housing Units;
- (r) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) **“Lands”** means the lands and premises legally described, as of the date of this Agreement, as follows:
 - (i) 8620 Spires Road, Richmond, BC
PID: 000-653-489, Lot 110, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489; and
 - (ii) 8640 Spires Road, Richmond, BC
PID: 004-297-831, Lot 111, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489; and
 - (iii) 8660 Spires Road, Richmond, BC
PID: 010-473-181, Lot 112, Section 9 Block 4 North Range 6 West New Westminster District Plan 21489,
 and any lands into which said lands are Subdivided;
- (u) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **“LTO”** means the New Westminster Land Title Office or its successor;
- (w) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;

- (x) **"Market Rental Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as a market rental housing unit in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (y) **"Occupancy Certificate"** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City of Richmond *Building Regulation Bylaw 7230*, as may be amended or replaced from time to time;
- (z) **"OCP"** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (aa) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (bb) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (cc) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **"Senior"** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (ee) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ff) **"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*;
- (gg) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (hh) **"Tenant"** means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2

USE AND OCCUPANCY OF MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, “permanent residence” means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however,

notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units and all Common Amenities and other related spaces; and
 - (ii) at its cost, executed and registered against title to the Lands, or portions thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portions thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and related uses and areas, and the Building(s) in which the Market Rental Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Market Rental Housing Units, or Common Amenities or other facilities for the use of the Market Rental Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building(s) in which the Market Rental Housing Units are situated, confirming that the Market Rental Housing Units, and the Building(s) in which the Market Rental Housing Units

are situated, have been constructed in accordance with the Development Permit, the Building Permit, and this Agreement;

- (d) not permit the Development or any portion thereof to be occupied, unless and until the Market Rental Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Market Rental Housing Units; and
- (e) not Subdivide the Market Rental Housing Units within a Building into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a strata plan or to create air space parcel, that the Market Rental Housing Units in a Building will together form no more than one strata lot or no more than one air space parcel, as applicable.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting Section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in Section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, the following will apply:
 - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located within a Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units within a Building;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "Building" for the purpose of this Section 3.2; and
 - (c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
 - (a) includes the following provision:

"The Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be,

of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City's strategy, policies and requirements with respect to the provision and administration of housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Market Rental Housing Unit:

- (i) the number of occupants of the Market Rental Housing Unit;
 - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
 - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors";
 - (b) defines the term "Landlord" as the Owner of the Market Rental Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all Common Amenities, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units, and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use.
- 3.6 The Owner will not impose any age-based restrictions on Tenants of the Market Rental Housing Units.
- 3.7 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.8 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If a Tenancy Agreement is terminated by the Owner, subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit to

expeditiously vacate the Market Rental Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

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

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

- 4.2 Following a demolition of a Market Rental Housing Unit referred to in Section 4.1, the Owner will construct, use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the replacement Dwelling Unit must be approved by the City as a Market Rental Housing Unit in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon a Subdivision of the Lands and any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

ARTICLE 6 DEFAULT AND REMEDIES

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 9, MR HA Bylaw 10736

6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement
- (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount for each applicable Market Rental Unit to the City for every day that the breach continues after 10 days' written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where any Market Rental Housing Units form a separate legal parcel, the City may file notice of this Agreement in the LTO against the title to those Market Rental Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units, the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable land title form of release;
 - (ii) the cost of the preparation of the registrable release, and the cost of registration of the same in the LTO is paid by the Owner;

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 9, MR HA Bylaw 10736

- (iii) the City has a reasonable time within which to execute the necessary documents for the release and return the same to the Owner for registration; and
- (iv) the Owner acknowledges and agrees that any release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

Subject to Section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the elected council of the City and thereafter if it is signed by the City and the Owner.

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental Housing Units.

7.5 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection for occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement;
- (c) 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;
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner; or
- (e) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate, or refusal to carry out a final Building Permit inspection for occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement;
- (c) 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;
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner; or
- (e) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner in this Agreement, including but not limited to Sections 7.5 and 7.6, will survive termination or release of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 City as Sole Beneficiary

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the Building or any portion thereof, including any Market Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.12 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

with copies to: City Solicitor, and the Director, Housing Office,

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.13 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.14 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.15 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.16 Sole Agreement

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

7.17 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.18 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

7.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

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

LANSDOWNE MANOR LTD., by its authorized signatory(ies):

Name:
Title:

Name:
Title:

BAINS PROPERTIES INC., by its authorized signatory(ies):

Name:
Title:

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

SCHEDULE A to Market Rental Housing Agreement

STATUTORY DECLARATION

	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the "Market Rental Housing Units") located at
CANADA	)	_____
	)	(street address), British Columbia, and Housing Agreement
PROVINCE OF BRITISH COLUMBIA	)	dated _____, 20____ (the "Market Rental
	)	Housing Agreement") between
TO WIT:	)	_____ and the
	)	City of Richmond (the "City")

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Units;
3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____
 _____, in the Province of British
 Columbia, this _____ day of _____,
 20____.

 A Commissioner for Taking Affidavits in the Province
 of British Columbia

 DECLARANT

CONSENT AND PRIORITY AGREEMENT

With respect to the Affordable Housing Agreement (the “**Housing Agreement**”) made pursuant to Section 483 of the *Local Government Act* between the City of Richmond and Lansdowne Manor Ltd., Vancouver City Savings Credit Union (Inc. No. FI-07) (the “**Bank**”) is the holder of a mortgage and assignment of rents encumbering the Lands, which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CB2338936 and Assignment of Rents CB2338937 (collectively, the “**Bank Charge(s)**”).

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

**VANCOUVER CITY SAVINGS CREDIT
UNION**, by its authorized signatory(ies):

Per: _____
 Name: _____
 Title: _____
 Vancouver City Savings Credit Union



To: Richmond City Council

Date: September 15, 2026

From: Wayne Craig
Chair, Development Permit Panel

File: DP 25-017215

Re: Development Permit Panel Meeting Held on June 10, 2026

Staff Recommendation

That the recommendation of the Panel to authorize the issuance of Development Permit (DP 25-017215) for the properties at 9291 Alexandra Road/9288 Tomicki Avenue, be endorsed and the Permit so issued.

Wayne Craig
General Manager, Planning and Development

Panel Report

The Development Permit Panel considered the following item at its meeting held on June 10, 2026.

DP 25-017215– RAGHAV GROVER – 9291 ALEXANDRA ROAD/9288 TOMICKI AVENUE
(June 10, 2026)

The Panel considered a Development Permit (DP) application to permit the construction of two four-storey buildings with approximately 182 m² (1,958 ft²) of ground floor commercial retail space and 139 residential units at 9291 Alexandra Road/9288 Tomicki Avenue on a site zoned Residential/Limited Commercial (ZMU23) – Alexandra Neighbourhood (West Cambie).

The application includes variances to reduce the setback from Alexandra Road to the partially below-grade parking structure from 7.0 m to 3.0 m, and to reduce the side yard setback for non-residential uses along the east property line from 8.0 m to 7.14 m.

The applicant's architect, Karen Smith, of Engage Architecture, and the applicant's landscape architect, Jergus Oprsal, of Land Affairs, provided a brief visual presentation highlighting:

- The subject site is mid-block bounded by Tomicki Avenue to the north and Alexandra Road to the south in an existing multi-family residential neighbourhood.
- The proposed development includes two four-storey residential apartment buildings over a single-level parkade with one commercial unit located in the south building fronting Alexandra Road.
- The subject site will include 139 units, including nine affordable housing rental units and 29 units designed to meet the Basic Universal Housing (BUH) requirements.
- The form and character of the proposed buildings is West Coast transitional that includes traditional elements of punched windows, red brick, gray and white cladding, flat roofs and overhangs that incorporate well into the existing neighbourhood.
- The proposed commercial unit will incorporate design elements similar to those of the residential buildings, together with modern details such as large storefront windows, canopies and signage.
- The proposed development will complete the Alexandra Way pedestrian corridor on the east side of the subject site.
- The proposed development includes stepped retaining walls and plantings near both lobbies.
- The indoor amenity room is located in the north building with a south-facing orientation and direct access to the outdoor amenity spaces.
- The plaza located at the centre of Alexandra Way is the entrance to both the north and south courtyards.
- The north courtyard includes a mix of passive and active amenity spaces, including seating, plantings, an urban agricultural area and an open lawn, while the south courtyard includes a children's play area with raised buffers.
- Both courtyards will include perimeter plantings.

- Fencing and landscaping will provide privacy between the subject site and the existing multi-unit buildings fronting Dubbert Street to the west.
- Proposed plantings will include a mixture of native and adaptive plants that will provide texture and seasonal interest.

In reply to a query from Panel regarding the play equipment, the applicant noted that the children's play area is designed for different age groups in two zones, which includes a timber play structure with a slide and climbing net, stepping logs and balance boards for older children and a playhouse area with springers for younger children.

In reply to further query from Panel regarding the accessibility of the entry to the private courtyard from Alexandra Way, the applicant noted that all common entries to the proposed development, including the courtyard, are accessible.

Staff noted that (i) the proposed development will connect to the Alexandra District Energy Utility (ADEU) that services the area, (ii) the proposed development is designed to meet Canada Mortgage and Housing Corporation (CMHC) standards for interior noise and that an acoustic report confirming this is required prior to building permit issuance, (iii) two car share parking stalls and a bicycle maintenance workspace are included in the parkade of the development as part of the development's transportation demand management measures, (iv) the Alexandra Way pedestrian corridor will be widened and completed, and (v) a servicing agreement is required prior to building permit issuance that includes water, storm and sanitary service connections, frontage improvements, construction of the Alexandra Way pedestrian corridor and a pedestrian activated crosswalk at the east side of the property at the alignment of the pedestrian corridor and at the intersection of Alexandra Road and McClelland Road.

In reply to a query from Panel regarding the urban agricultural area, the applicant noted that the urban agricultural area in the north courtyard features raised garden timber plots that residents can use to grow vegetables and the Strata Council would be responsible for organizing the use of the plots.

In reply to further queries from Panel with regards to the lighting plan, the applicant noted that all exterior walkways, paths, exits and lobby entrances will be illuminated with downlit lighting that will also be used on the exterior patios, balconies and the commercial unit.

The Panel commented on the landscape proposal for the project site, suggesting more durable and low-maintenance materials for the fencing, garden plots and play structure as well as upgrading the gravel pathway to pavers to match the proposed development.

In reply to further query from Panel regarding the unique features along Alexandra Way, the applicant noted that the proposed development includes a central concrete pad for a future micromobility station as well as the installation of six bike racks and a bike repair station with tools on the southeast side.

Teresa Sun (Richmond resident) submitted correspondence communicating that she has no concerns about the development.

Louis (615-9311 Alexandra Road) submitted correspondence expressing concerns with traffic and parking management, acoustic buffering and privacy, and the increased use of the intersection of Alexandra Road and May Drive. In reply to the submission, staff noted that the intersection of Alexandra Road and May Drive are beyond the scope of the subject property site and improvements are not required as part of the development. The City's Transportation Department has been made aware of the comments for future consideration.

Graciela (Richmond resident) delegated to the panel, expressing concern regarding traffic at the intersection of Dubbert Street and Odlin Road. The Chair replied that the intersection is removed from the subject site and that staff would forward the comments to the Transportation Department to investigate if any improvements are required. Staff have followed up with the Transportation Department, and no improvements are recommended at this time.

The Panel expressed support for the application, noting the applicant's attention to detail within the design and the improvements along the Alexandra Way pedestrian corridor that will benefit the surrounding community.

The Panel also directed staff to work with the applicant to review the landscaping elements discussed in the meeting.

In response to the direction from the Panel, the applicant has revised the landscape plan to replace the granular pathway within the amenity area with pavers and provided additional information to staff confirming the durability and anticipated maintenance of the proposed cedar fencing, Robinia wood play structures and cedar garden planters. The applicant also confirmed that these elements will be maintained by the strata.

In response to the comments from the public regarding traffic at the intersection of Alexandra Road and May Drive, staff previously conducted traffic counts and completed a four-way stop warrant study during peak morning and evening hours last year (2025) in response to a similar public request. At that time, the observed traffic volumes did not meet the criteria for an all-way stop. However, the Transportation Department intends to undertake another warrant study of this intersection later this year and will collect fresh traffic data to see if conditions have changed.

The Panel recommends the Permit be issued.



To: Richmond City Council

Date: September 17, 2026

From: Wayne Craig
Chair, Development Permit Panel

File: DV 26-017406

Re: Development Permit Panel Meeting Held on September 16, 2026

Staff Recommendation

That the recommendation of the Panel to authorize the issuance of Development Variance Permit (DV 26-017406) for the property at 4711 No. 8 Road, be endorsed and the Permit so issued.

Wayne Craig
General Manager, Planning and Development

Panel Report

The Development Permit Panel considered the following item at its meeting held on September 16, 2026.

DV 26-017406 – TODD MAY – 4711 NO. 8 ROAD
(September 16, 2026)

The Panel considered a Development Variance Permit (DVP) which would vary the provisions of Richmond Zoning Bylaw 8500 to increase the maximum cumulative lot coverage for agricultural buildings with an impermeable surface at or below the natural grade of the site from 750 m² (8,073 ft²) to 6,510 m² (70,073 ft²) to permit the construction of a cranberry storing facility at 4711 No. 8 Road on a site zoned "Agriculture (AG1)".

The applicant, Todd May, provided a brief visual presentation highlighting:

- The farm has been operated by the same family for five generations, over approximately 150 years, with the sixth generation now involved in its operation.
- The proposed cooling facility is intended to support the continued viability of the farming operations and advances in cranberry harvesting which allow large quantities of fruit to be harvested efficiently within a short period when the crop is optimally ripe.
- The majority of the cranberry crop is intended for further processing into products such as dried cranberries, juice and cranberry sauce; however, the farm is producing increasing quantities of fresh-market cranberries in response to growing demand.
- Fresh-market cranberries require a different harvesting and handling process. Once removed from the field, the fruit is promptly cleaned, graded and sorted, with excess moisture removed before it is placed into specially designed storage bins.
- Maintaining the integrity and quality of the fresh fruit requires it to be transferred into cool storage as soon as possible following harvesting.
- Suitable cooling infrastructure is not currently available on the west coast of Canada. As a result, the farm's fresh cranberries are transported to a third-party facility in the United States for storage and subsequently returned to Canada as required to meet customer demand.
- The proposed facility is centrally located in relation to the farm's cranberry fields, the majority of which are within approximately one mile of the site, with additional fields located within approximately two miles.
- The location would allow harvested fruit to be quickly transported to the adjacent agricultural building for cleaning and grading before being transferred into the proposed cooling facility.
- Providing cooling capacity on the farm would allow the applicant to maintain control over the handling and quality of its crop, reduce reliance on third-party facilities and respond more effectively to new and changing markets.
- The facility would also help address the difference between the short cranberry-harvesting period and the longer period of customer demand.

Staff noted that in 2018, Council adopted amendments to the agricultural zones to regulate agricultural buildings, structures and greenhouses, including restrictions on concrete slabs intended to preserve land for soil-based agriculture. The amendments also established a fast-track review process for legitimate buildings that support agricultural operations. The subject application was reviewed through this process. Staff have confirmed that the property has farm status with BC Assessment. Staff further noted that the proposed variance was reviewed and supported by the City's Food Security and Agricultural Advisory Committee.

The Panel sought clarification regarding whether agricultural products would be cleaned prior to being placed in the cooling facility and whether a water connection would be required to support the cleaning process.

In reply to a query from the Panel regarding the cleaning and cooling process, the applicant clarified that produce would be cleaned and graded within the adjacent agricultural building currently under construction before being moved directly into the proposed cooling facility. The applicant further noted that the necessary site servicing is already in place and that a Building Permit has been issued for the adjacent building, which is currently under construction.

In reply to a query from Panel regarding whether the proposed cooling facility would increase the volume of farm products that could be accommodated on the site, the applicant noted that the existing agricultural building contains only a small cooling area and that the proposed larger facility would provide additional capacity in response to increased production and demand. The applicant further noted that the farm continues to expand and that the approximately 3,700 m² (39,826 ft²) cooling facility would be used exclusively the farm's own products.

The Panel recommends the Permit be issued.