City of Richmond

Agenda

General Purposes Committee

Anderson Room, City Hall
6911 No. 3 Road

Tuesday, September 8, 2026
4:00 p.m.

Pg. #	ITEM	
		MINUTES
GP-5		***Motion to adopt the minutes of the meeting of the General Purposes Committee held on July 20, 2026.***
		DEPUTY CAO'S OFFICE
	1.	**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. 08-4057-05) (REDMS No. 8424802)
GP-12		See Page **GP-12** for full report

Designated Speaker: Greg Newman & Laurel Eyton

STAFF RECOMMENDATION

(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.***

(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.

LAW AND COMMUNITY SAFETY DIVISION

2. **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. 12-8375-03) (REDMS No. 8476494)

GP-62 See Page **GP-62** for full report

Designated Speaker: Mark Corrado

STAFF RECOMMENDATION

(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.

PLANNING AND DEVELOPMENT DIVISION

3. **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)

GP-70 See Page **GP-70** for full report

Designated Speaker: Emily Huang & John Hopkins

STAFF RECOMMENDATION

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.

4. **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)

GP-81 See Page **GP-81** for full report

Designated Speaker: Emily Huang & John Hopkins

STAFF RECOMMENDATION

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.

5. **RE-ALLOCATION OF 2026 CHILD CARE GRANT FUNDING**
(File Ref. No. 07-3070-01) (REDMS No. 8485378)

GP-96 See Page **GP-96** for full report

Designated Speaker: Chris Duggan & Annie Lam

STAFF RECOMMENDATION

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.

ADJOURNMENT

City of Richmond

Minutes

General Purposes Committee

Date:	Monday, July 20, 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 3:28 p.m.

MINUTES

It was moved and seconded
That the minutes of the meeting of the General Purposes Committee held on July 6, 2026, be adopted as circulated.

CARRIED

CAO'S OFFICE

1. **COUNCIL STRATEGIC PLAN 2022-2026 TERM HIGHLIGHTS**
(File Ref. No. 01-0005-01/) (REDMS No. 8360843)

It was moved and seconded

(1) That the report titled Council Strategic Plan 2022-2026 Term Highlights, from the Director, Intergovernmental Relations and Corporate and Strategic Planning, dated June 11, 2026, be received for information; and

(2) ***That the Council Strategic Plan 2022-2026 Term Highlights Report and Council Strategic Plan 2022-2026 Term Highlights at a Glance attachments be posted on the City of Richmond website as downloadable PDFs.***

CARRIED

DEPUTY CAO'S OFFICE

2. **HERITAGE ALTERATION PERMIT APPLICATION (HA 26-011972) BY THE CITY OF RICHMOND – 5180 WESTWATER DRIVE (FIRST NATIONS BUILDING)**
(File Ref. No. 06-2050-20-BSYD) (REDMS No. 8452396)

In response to queries from Committee, staff advised that (i) the building will comply with the current BC Building Code for public occupancy while maintaining its heritage character, (ii) staff will salvage as much material as possible and reuse it on the same building, (iii) an archaeologist has visited the site twice and previously provided a letter of record. Staff will continue researching the building's history in collaboration with the Musqueam Indian Band to better understand the site's history from a First Nation's perspective, (iv) staff will engage an archaeologist to conduct exploratory digs before any excavation, as requested by the Musqueam Indian Band through the Building Committee, (v) given the building's poor structural condition and its condemnation at the end of 2024, staff recommended deconstruction and reconstruction, (vi) throughout the process, building components will be documented, catalogued, and photographed to record their original location and condition, supporting accurate reconstruction where possible, (vii) Council approved a $6.5 million capital budget for the deconstruction and reconstruction of the building in 2023. The work will be completed within the approved budget.

Discussion ensued with respect to (i) deconstructing and reconstructing in compliance with the current BC Building Code, (ii) incorporating the Indigenous Relations Manager's input and First Nations perspective into the project before decisions are made on the building's heritage conservation, and (iii) the importance of moving forward with the project to avoid losing the $3.4 million grant from the Province of BC's Growing Communities Fund.

It was moved and seconded
That a Heritage Alteration Permit be issued to authorize deconstruction and reconstruction of the First Nations Building at Britannia Shipyards National Historic Site, as outlined in the report titled "Heritage Alteration Permit Application (HA 26-011972) by the City of Richmond – 5180 Westwater Drive (First Nations Building)", dated June 22, 2026, from the Deputy Chief Administrative Officer and General Manager, Parks, Recreation and Culture.

CARRIED
Opposed: Cllr. Wolfe

FINANCE AND CORPORATE SERVICES DIVISION

3. **DRAFT ECONOMIC DEVELOPMENT STRATEGY**
(File Ref. No. 08-4150-20-001) (REDMS No. 8455274)

It was moved and seconded
That the draft Economic Development Strategy, as detailed in the report titled "Draft Economic Development Strategy", dated June 29, 2026, from the General Manager, Finance and Corporate Services, be endorsed for public consultation.

In response to queries from Committee, staff advised that (i) the actions for the two strategic objectives: Investment Ready and Future Ready will involve developing a strategic and focused investment attraction strategy and communicating that globally so that Richmond attracts new investment, (ii) staff will bring back an implementation plan to Council for approval, (iii) the Strategy addresses misalignment of skills and reskilling, by improving connections between service providers, employers, and skilled workers to better utilize existing talent in the workforce, (iv) staff will undertake public and business consultation on the draft Strategy during summer and early fall 2026, (v) the Chamber of Commerce and Tourism Richmond have been involved in developing the draft Strategy, and (vi) staff will update Council at key milestones and seek Council direction before implementing major initiatives.

Discussion ensued with respect to (i) the Strategy outlining objectives, desired outcomes, and actions to achieve them, (ii) reporting on timelines and comparisons which will provide benchmarks to support efforts to improve the ease of doing business in Richmond, and (iii) competitive advantage gained from people and place, and how they work together.

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

LAW AND COMMUNITY SAFETY DIVISION

4. **METRO WEST INTER-MUNICIPAL BUSINESS LICENCE BYLAWS**
(File Ref. No. 12-8060-02-01) (REDMS No. 8459089)

It was moved and seconded

(1) ***That Inter-Municipal Business Licence Agreement Bylaw No. 10763 be introduced and given first, second and third readings; and***

(2) ***That Inter-Municipal Business Licence Bylaw No. 10764 be introduced and given first, second and third readings.***

The question on the motion was not called as discussion ensued with respect to (i) adding the Township of Langley as a partner to the Metro West Inter-Municipal Business Licence (IMBL) program, and (ii) inclusion of additional municipalities.

In response to a query from Committee, staff advised that the IMBL program allows businesses with a business licence in their home municipality to obtain an additional licence, for a fee, to operate in any of the participating municipalities.

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

PLANNING AND DEVELOPMENT DIVISION

5. **HOMELESSNESS STRATEGY GUIDING FRAMEWORK – CURRENT STATE ANALYSIS AND WHAT WE HEARD REPORT**
(File Ref. No. 07-3000-00) (REDMS No. 8454641)

It was moved and seconded

That the findings in the report titled "Homelessness Strategy Guiding Framework – Current State Analysis and What We Heard Report", from the General Manager, Planning and Development, dated June 22, 2026, inform the development of the Homelessness Strategy Guiding Framework (2026–2029).

Discussion ensued with respect to the age demographic of people experiencing homelessness.

In response to a query from Committee, staff advised that an advantage of using a third-party consultant was that it supported accurate and objective feedback by allowing individuals with lived experience, service providers, and community members share their views openly without the City being the immediate recipient of that information.

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

Discussion ensued with respect to annual maintenance funding for City programs.

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

It was moved and seconded
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.

The question on the **referral** motion was not called as Councillor Gillanders referred to her submission (attached to and forming part of these minutes as Schedule 1) noting that the number one priority response for the homelessness framework is to continue services for people who are experiencing homelessness.

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

MAYOR MALCOLM D. BRODIE

1. **DONATION OF VESSEL, NORTH STAR OF HERSCEL ISLAND**
(File Ref. No.) (REDMS No.)

Discussion ensued with respect to referring the matter to staff to look at the feasibility of the potential donation of the vessel.

It was moved and seconded
WHEREAS a proposal has been made to donate the vessel, North Star of Herschel Island, to the Britannia Heritage Shipyard NHS Society;

AND WHEREAS there are potentially significant implications to the Society and the City of Richmond as the result of any such donation;

THEREFORE BE IT RESOLVED that there be a referral to staff to review and provide options in relation to the feasibility of the potential donation of the vessel, North Star of Herschel Island, including the roles contemplated for the City of Richmond and the Britannia Heritage Shipyard NHS Society following the donation, the current status of restoration and requirements for completion, the context for the donation, the vessel's historical significance to Richmond or elsewhere, logistics related to storage and display, financial impacts including restoration and maintenance costs as well as other relevant factors.

CARRIED

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (3:59 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, July 20, 2026.

Mayor Malcolm D. Brodie
Chair

Raman Grewal
Legislative Services Associate

Schedule 1 to the Minutes of the General Purposes Committee meeting of Richmond City Council held on Monday, July 20, 2026.

Referral motion for July 20 relating to item 5 – Homelessness strategy guiding framework

Author – Laura Gillanders

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.

Rationale:

As it states in the report on page GP202, the number one priority response for the homelessness framework is to **continue** services for people who are experiencing homelessness. Having a predictable process for approving these amounts will be more efficient for the city as well as the organizations doing this work. The amounts given in 2026 to Refuge Church, St. Albans and the Salvation Army through both the grants process and the additional motions were:

$25000 Refuge Church

$75000 Refuge Churge

$20000 Salvation Army

$38584 St Albans

$26416 Additional for St Albans from 2025

Total $185000.00

Report to Committee

City of Richmond

To:	General Purposes Committee	**Date:**	August 24, 2026
From:	John Irving Deputy Chief Administrative Officer	**File:**	08-4057-05/2025-Vol 01

Re: **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**

Staff Recommendations

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.

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.

Executive Summary

This report brings forward two Housing Agreement bylaws to secure the 22 Low-End Market Rental homes and the 68 market rental homes required by RZ 22-023633. The Housing Agreement for the Low-End Market Rental homes secures the homes at below-market rents and the Housing Agreement for the market rental homes secures the homes as rental tenure to be rented at no more than prevailing market rents.

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. 10735 and Housing Agreement Bylaw No. 10736 to secure 22 Low-End Market Rental (LEMR) homes and 68 market rental homes at 8620, 8640 and 8660 Spires Road. Fougere Architecture, on behalf of Lansdowne Manor Ltd. (Incorporation number: BC1270582; Director: Ravjot Singh Bains), has applied to the City for permission to rezone the site to permit a six-storey, 90-home, rental apartment development. Council granted third reading to the amending bylaws for RZ 22-023633 on February 10, 2025, and Development Permit Panel endorsed the application on December 25, 2025. Prior to Council's adoption of the zoning amendment bylaw, the applicant must register on Title two Housing Agreements in addition to two Housing Covenants to secure the 22 LEMR homes and 68 market rental homes in perpetuity.

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 90 rental tenure homes of which 22 will be secured as Low-End Market Rental (LEMR) homes and 68 will be secured as market rental homes. Overall, the development proposes 41 per cent of all rental tenure homes as family-friendly (two-bedroom or more homes).

<u>Low End Market Rental Homes</u>

The total residential floor area of the 22 LEMR homes will be approximately 1,785 m^2 (19,213 ft^2) or 0.765 floor area ratio (FAR) which comprises approximately 28 per cent of the net residential floor area of the project. A Housing Covenant will be used to secure the total floor area of the LEMR homes in addition to the minimum sizes, the location, and the allocation of vehicle parking spaces to the homes. Table 1 summarizes the proposed bedroom mix, proportion of family-friendly homes, and homes with Basic Universal Housing (BUH) design.

Approximately 82 per cent of the LEMR homes will be family-friendly and the same percentage of 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 Official Community Plan (OCP). The 22 LEMR homes will be dispersed throughout the six-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	2	9%	2 (100%)
1-Bedroom	2	9%	0 (0%)
2-Bedroom	5	23%	3 (60%)
3-Bedroom	13	59%	13 (100%)
Total	**22**	**100%**	**18 (82%)**

The rental rates and income thresholds that will be secured by the Housing Agreement are outlined in Table 2. Please see Table 2 for additional details relevant to how these are calculated. 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 will be set at a fixed rate of $75/month. Per the Policy, assets recognized within the limit include stocks, bonds, term deposits, mutual funds, cash, business equity, and real estate equity, net of debt. Assets including registered education savings, retirement savings and disability savings are not included in asset limit nor is the value of any tools supporting active employment, such as farm equipment, personal effects, or bursaries or scholarships from educational institutions.

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
2-Bedroom	$1,816	$72,648
3-Bedroom	$2,205	$88,200

(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.

Additionally, the Housing Agreement will protect tenants from age-based occupancy restrictions, 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.

Market Rental Homes

The subject development proposes 68 market rental homes with a combined area of approximately 4,564 m² (49,126 ft²); the market rental homes are dispersed through the proposed development. Table 3 provides a summary of the market rental home mix.

Table 3: Market Rental Home Mix

	Number of Homes	Percentages	Basic Universal Housing (BUH)
Studio	5	7%	5
1-Bedroom	44	65%	44
2-Bedroom	19	28%	19
Total	**68**	**100%**	**68**

The Housing Agreement for the market rental homes sets rent limits at no higher than prevailing market rates. In the context of any future stratification of the development, the Agreement provides that all market rental homes must be maintained under a single ownership.

Budgetary Implications

None

Conclusion

Housing Agreements are required to secure 22 LEMR homes and 68 market rental homes at 8620, 8640 and 8660 Spires Road as rental tenure in perpetuity. It is recommended that Housing Agreement (Low-End Market Rental) (8620, 8640 and 8660 Spires Road) Bylaw No. 10735 and Housing Agreement (Market Rental) (8620, 8640 and 8660 Spires Road) Bylaw No. 10736 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

City of Richmond

Bylaw 10735

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	______________________

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

______________________ MAYOR

______________________ CORPORATE OFFICER

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:

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 affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

(a) "**Affordable Housing Strategy**" means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

(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;

(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;

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

I, ____ (*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____	))))))))	
	)	________________________________ *(Signature of Declarant)*
________________________________ A Notary Public and a Commissioner for taking Affidavits in and for the Province of British Columbia	)))))	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	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 No No No	1	1	2022	$24,020 $18,000	$28,005 $19,500 $7,063	$31,049 $22,764 $7,825	$42,020	$54,568	$61,638	Yes Yes Yes	$1,611.19	$ 10,000	$ -	$ -	$ -	$ -
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 (Section 483, *Local Government Act*)
8620, 8640 & 8660 Spires Road
Application No. RZ 22-023633, RZC 10, LEMR HA Bylaw 10735

8288816

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	____________	CITY OF RICHMOND
SECOND READING	____________	APPROVED for content by originating dept. YE
THIRD READING	____________	APPROVED for legality by Solicitor LH
ADOPTED	____________	

____________ MAYOR

____________ CORPORATE OFFICER

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:

(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

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;

(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

CANADA PROVINCE OF BRITISH COLUMBIA TO WIT:	)))))))))))	IN THE MATTER OF Unit Nos. _____ - _____ (collectively, the "**Market Rental Housing Units**") located at ________________________________, (*street address*), British Columbia, and Housing Agreement dated ________________, 20___ (the "**Market Rental Housing 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 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

City of Richmond

Report to Committee

To:	General Purposes Committee	**Date:**	July 13, 2026
From:	Anthony Capuccinello Iraci General Manager, Law and Community Safety	**File:**	12-8375—3/2025-Vol 01
Re:	**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)**		

Staff Recommendations

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.

Executive Summary

This Report requests that Council endorse amending the existing Liquor Licence for Romer's Burger Bar, with premises located Post Security at YVR Airport, to allow for 24-hour liquor service. Council's endorsement is required by the Liquor Cannabis Regulation Branch (LCRB) for all new liquor primaries licences or substantiative modifications to existing liquor licences. Should Council choose to endorse this amendment a letter will be sent to the LCRB who has the final authority to approve all such amendments. There are currently eight 24-hour Liquor Licences at Vancouver International Airport.

Staff Report

Origin

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

This Report pertains to an application to the LCRB and the City of Richmond by SSP Canada Food Services Inc., doing business as and hereinafter referred to as, Romer's Burger Bar, for an amendment to the Liquor Primary Liquor Licence # 308690, proposing a change to liquor service hours currently in effect from 9:00 AM to 11:00 PM, Monday to Sunday, to 24 hours service (Outside Service Hours) Monday to Sunday. The total person capacity will remain the same at 70 persons.

The City of Richmond is given the opportunity to provide written comments by way of a resolution to the LCRB with respect to the liquor licence amendment application for an amendment to the Liquor Primary Liquor Licence. The process requires the local government to provide comments with respect to the following criteria:

- the location of the establishment;
- the proximity of the establishment to other social or recreational facilities and public buildings;
- the person capacity and hours of liquor service of the establishment;
- the impact of noise on the community in the immediate vicinity of the establishment; and
- the impact on the community if the application is approved.

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.*

Analysis

Location of the Establishment

Romer's Burger Bar is situated at Vancouver International Airport (YVR) post-security. The location map is appended as Attachment 2. Romer's Burger Bar is situated at unit B3417.

Proximity of the Establishment to Other Social, Recreational and Public Building

There are no schools, parks or other public buildings near Romer's Burger Bar. Richmond residents are not affected by this business as it is situated in the USA & International Departures Terminal at YVR and only travelers or airport personnel that have gone through post-security can access this establishment.

Person capacity and Hours of Liquor Service of the Establishment

The Romer's Burger Bar is not amending the person capacity currently set at 70 persons. Romer's Burger Bar's operating hours are currently set at, Monday to Sunday, 9:00 AM to 11:00 PM. Romer's Burger Bar provided a letter of intent appended as Attachment 3. This outlines the unique nature of the location as a post-security area which gets travellers at all hours of the day and many on different time zones. There are also eight other locations in YVR post-security with 24 hour service hours and this would provide a level playing field if permitted.

The Impact of noise on the Community in the Immediate Vicinity of the Establishment

The establishment is located at the USA & International Terminal Building of YVR, in an area already impacted by aircraft noise. This business has been in operation since June of 2025 and no noted issues have been raised. It is staff's belief that no noticeable increase in noise would be present if the increase in hours of liquor service is supported. Being that the business is situated post security at YVR, Richmond residents will not be permitted to frequent this establishment unless they are travelling.

The Impact on the Community if the Application is Approved

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

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

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

must proceed in accordance with subsection 1.8.2.

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

(b) post and maintain on the subject property a clearly visible sign which indicates:

(i) type of licence or amendment application;
(ii) proposed person capacity;
(iii) type of entertainment (if application is for patron participation entertainment); and
(iv) proposed hours of liquor service; and

(c) publish a notice in at least three consecutive editions of a newspaper that is distributed at least weekly in the area affected by the application, providing the same information required in subsection 1.8.2(b) above.

The required signage was posted on May 27, 2026, and three advertisements were published in the Vancouver Province newspaper on May 28, 2026, May 29, 2026, and May 30, 2026.

In addition to the advertised signage and public notice requirements, staff sent a letter to John Hadley, Manager, Commercial Services, of Vancouver International Authority, for distribution to businesses located at Vancouver International Airport. The letter provided information on the proposed liquor licence application and contained instructions on commenting on the application. The period for commenting for all public notifications ended June 27, 2026. From the community consultative process described, the City has not received any responses opposed to this application.

Other Agency Comments

As part of the review process, staff generally request comments from other agencies and departments such as Vancouver Coastal Health, Richmond RCMP, Richmond Fire-Rescue and Building Approvals. These agencies and departments provide due diligence and an assessment of the risk involved with approving the licence.

Richmond Fire Rescue and Building Approvals have no jurisdiction at YVR and no comment was provided. Vancouver Coastal Health Indicated that they have no concerns with this business. Richmond RCMP deferred this to YVR RCMP, and no concerns were brought forward.

Budgetary Implications

None

Conclusion

Both the community consultation process and due diligence around Romer's Burger Bar proposed amendment application to its Liquor Primary Liquor Licence surfaced no significant risks. The analysis concluded there should be no noticeable potential impact from noise, no significant impact to the community and no comments were received from the public. There were no concerns raised by City departments or other agencies. It is therefore, recommended that the application from Romer's Burger Bar to operate a Liquor Primary Licence with an increase in their hours of liquor service as described in this report be supported.

Respectfully submitted,

Mark Corrado, Director, Community Bylaws and Licencing

Report Contributors

This report was prepared by Victor Duarte, Program Manager, Business Licence and reviewed by Business Licence and RCMP.

Endorsed by Serena Lusk, CAO

Att. 1: Particulars of Application and City Comments
Att. 2: Map of YVR
Att. 3: Letter of Intent

Re: Application to Amend Liquor Primary Liquor Licence # 308690- Change to Hours of Liquor Service (Outside Service Hours) – Romer's Burger Bar – 3880 Grant McConachie Way. Unit B3417, Richmond, BC

1. That the application from SSP Canada Food Services Inc., doing business as: Romer's Burger Bar, operating at, 3880 Grant McConachie Way Unit B3417, requesting a change to hours of liquor service (Outside Service Hours) to Liquor Licence # 308690, be supported for:

   a) A permanent change to hours of liquor service;
      i. **From**, Monday to Sunday, 9:00 AM to 11:00 PM;
      ii. **To,** Monday to Sunday, 24 hours Service.

   b) Total person capacity will remain the same at 70 persons.

2. That a letter be sent to Liquor and Cannabis Regulation Branch advising that Council supports the amendment for a permanent change to hours of liquor service (Outside Service Hours) to Liquor Primary Liquor Licence # 308690, with the hours as listed above; and

3. Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licencing Regulations) are as follows:

   a) The impact of additional noise and traffic in the area of the establishment was considered;

   b) The potential impact on the community was assessed through a community consultation process;

   c) There is no history of non-compliance with this establishment;

   d) As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the City gathered the views of the community through a community consultation process as follows:

      i) A letter was forwarded to Vancouver International Authority, Manager, Community Services, John Hadley, for distribution to businesses at Vancouver International Airport. The letter provided information on the application with instructions on how to submit comments or concerns; and

      ii) Signage was posted at the subject property, and three public notices were published in a newspaper distributed locally. The signage and public notice provided information on the application with instructions on how to submit comments and concerns.

e) Council's comments on the general impact of the views of residents, businesses and property owners are as follows:

   i) The community consultation process was completed within 90 days of the application process; and

   ii) The community consultation process did not generate any comments and views of residents, businesses and property owners.

f) Council recommends the approval of the application for the reasons that this application has not been objected to by the majority of the residents, businesses and property owners in the area and community.

LIQUOR AND CANNABIS REGULATION BRANCH
APPROVAL IN PRINCIPLE

Subject to the terms and/or conditions specified in the approval in principle letter(s) dated: October 25, 2024

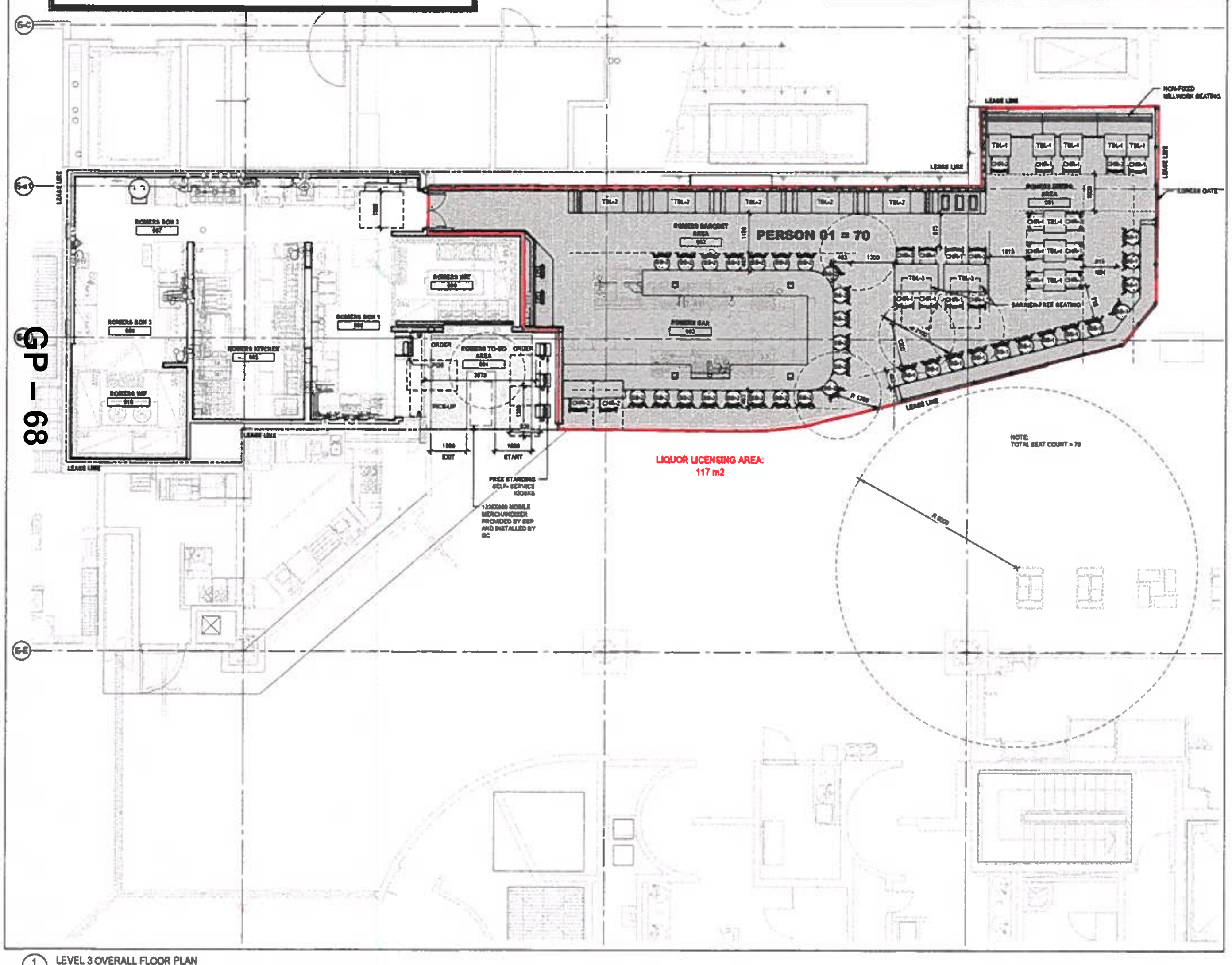
Job #: 096587 Max Person Capacity: Person 01 = 70

Authority: Darlene Spencer

LCRB OFFICIAL PLAN
MUST BE KEPT WITH LIQUOR LICENCE AND AVAILABLE FOR INSPECTION AT ALL TIMES

Date Issued: July 29 2025

Licence # 308690 **General Manager**



FURNITURE SCHEDULE

MARK	COUNT	DESCRIPTION
BS-1	13	DRINKING RAIL STOOL
BS-2	21	BAR STOOL
CHR-1	13	CHAIR WITHOUT ARMS
CHR-2	8	CHAIRS WITH ARMS
TBL-1	8	MOVABLE TABLE
TBL-2	5	MOVABLE TABLE
TBL-3	2	MOVABLE TABLE

OCCUPANCY LOAD PER NBC OCCUPANT LOAD:
117 m² / 1.20 m² per person = 97 people

OCCUPANCY LOAD PER SEAT COUNT:
Total seat count = 70 people

2024-10-21

NO	DATE	ISSUED FOR	BY
A	10/11/24	LIQUOR LICENSE	

PRIME CONSULTANT
NORR
NORR Architects & Engineers Limited
175 Bloor Street East
North Tower, 15th Floor
Toronto, ON, Canada M4W 3R8

PROJECT
SSP RENO PROGRAM
ITB-PIER E
ROMERS
VANCOUVER INTERNATIONAL AIRPORT

SCALE 1 : 50

SHEET TITLE
ARCHITECTURAL
LIQUOR LICENSE SKETCH

SHEET NO.
SKA003

January 2, 2026

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

Re: *Letter on Intent – Change to Food Primary Liquor Hours*
SSP Canada Food Services, Inc.
Business License No. 25 014937

Dear Madam/Sir:

Please be advised we have filed an Application for Request to Change Hours to Food Primary Liquor License. The premises is located at Vancouver International Airport. Due to the various times of plane departures, we wish to operate 24 hours a day if possible. This will allow us to provide service to travelling public regardless of when they are travelling. We will not be making any other changes to the method of operation.

Should you have any questions or require further information, please contact Amanda Taylor of Skene Law Firm, P.C.

Sincerely,

SSP CANADA FOOD SERVICES, INC.

By: ______________________
GEORGE MBOYA

City of
Richmond

Report to Committee

To:	General Purpose Committee	**Date:**	August 10, 2026
From:	Wayne Craig General Manager, Planning and Development	**File:**	01-0157-30-RGST1/2025-Vol 01

Re: **Response to Metro Vancouver's Referral: Metro 2050 Type 3 Proposed Amendment, Bylaw No. 1463, 2026 – City of Surrey (105 - 175A Street)**

Staff Recommendation

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.

Executive Summary

The Metro Vancouver Regional District (MVRD) Board has initiated a Type 3 amendment to the Metro 2050 Regional Growth Strategy in response to a referral from the City of Surrey for a property at 105 - 175A Street. The City of Surrey's requested amendment involves redesignating the subject site from Employment to General Urban to accommodate 20 single-detached homes.

Staff conclude that it has limited land use impacts to the City of Richmond. As noted in the Metro Vancouver staff report, the proposal has minor regional implications due to its localized nature and its application to a single property. While the proposal could more fully advance Metro 2050 goals to provide diverse and affordable housing choices, the subject site is already located within the Urban Containment Boundary (UCB) and therefore would not require the extension of regional sewerage services or other infrastructure beyond the UCB. In addition, the anticipated sanitary flows and water demand associated with the development are expected to have a negligible impact on Metro Vancouver's regional utility systems. Staff recommend that this report be submitted to the MVRD Board as part of Metro Vancouver's consultation process.

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated a process to consider amending the Metro 2050 Regional Growth Strategy (RGS), in relation to a request from the City of Surrey for the property located at 105-175A Street to propose 20 single-detached houses. In February 2026, Surrey City Council passed a resolution requesting that the MVRD Board consider a Type 3 Amendment to Metro 2050 and in April 2026 was referred to Metro Vancouver for consideration and approval, forming the basis of this proposed amendment.

At its June 11, 2026 regular meeting, the Board of Directors of the MVRD adopted the following resolution:

That the MVRD Board:

a) *initiate the Metro 2050 amendment process for the City of Surrey's requested regional land use designation amendment from Employment to General Urban for the property located at 105 - 175A Street;*

b) *give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1463, 2026";*

c) *notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and*

d) *direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment.*

The City of Surrey's requested amendment to the Metro 2050 RGS involves re-designating the property at 105-175A Street from Employment to General Urban to accommodate 20 single-detached homes.

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

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

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

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

Analysis

The proposed amendment is a Type 3 amendment to the Metro 2050 RGS since the subject site is already within the Urban Containment Boundary (UCB). It requires that the amendment bylaw be passed by an affirmative 50% + 1 weighted vote of the MVRD Board.

<u>Information about the Proposed Amendment at 105-175A Street</u>

The subject site is a single parcel that is 1.1 hectares (2.7 acres) in area and about 190 metres north of the United States border in South Surrey. It is surrounded by residential uses on three sides, with single-family homes to the west, townhouses (currently under construction) to the north, and an Employment designated RV park to the south. Across 175A Street to the east are commercial uses, including the West Coast Tax & Duty Free store. The site has been vacant for several years with only a few storage containers and construction materials.

Surrounding land use designations include:

- Employment designated properties to the south; and,
- General Urban designated lands to the north, west and east;

The proposed amendment to the Metro 2050 RGS is to re-designate the existing Employment land at 105-174A Street to General Urban. The subject site is already within the UCB and Fraser Sewerage Area. The proposed amendment would accommodate 20 single-detached homes via subdivision and rezoning in the Douglas neighbourhood of South Surrey.

Figure 1 - Location Map and Surrounding Context

Figure 2 – Existing Metro 2050 RGS

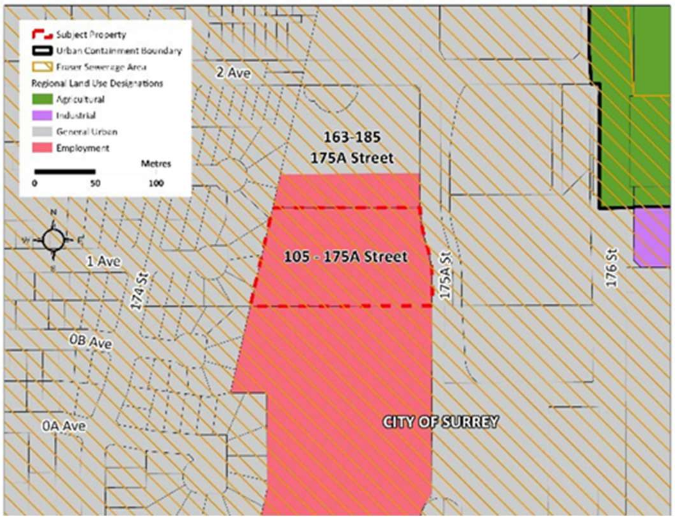


Figure 3 – Proposed Amendments to Metro 2050 RGS

Metro Vancouver staff confirmed there is a mapping error as the narrow strip of land north of the subject site should be designated as General Urban rather than Employment. This will be dealt with through a separate housekeeping amendment process.

Summary of the Metro 2050 RGS Amendment at 105-175A Street (City of Surrey)

A summary of the regional land use assessment contained in Metro Vancouver's report is as follows:

- Due to the vacancy of the subject site, the Metro Vancouver staff report has attributed this to a lack of market demand for employment space in this location. The subject site forms part of a 3.7 hectare area of regional Employment lands. The area is directly adjacent to residential uses and is not contiguous with other Employment or Industrial lands. Redesignation of the subject site could set a precedent for other Employment or Industrial lands in the area to be converted, which goes against Metro 2050 goals to support a sustainable regional economy. However, the staff report indicates the impact is likely to be contained to just this site.
- The proposal would facilitate the subdivision into 20 lots. The zoning supports up to four dwelling units per lot; however, the developer intends to develop a detached house with a secondary suite on each lot. Secondary suites may contribute to the secondary rental market, a form of housing tenure that is needed within the region.

City of Richmond Comments on the Proposed Metro 2050 RGS Amendment

City staff have reviewed Metro Vancouver's staff report and conclude that it has limited land use impacts to the City of Richmond. As outlined in the Metro Vancouver staff report, the amendment would contribute to minor regional implications due to its localized nature of a single property. However, the proposal could do further to advance Metro 2050 goals of increasing both the supply and diversity of housing. The proposal delivers single detached housing form in a zone that can permit up to four dwelling units per lot, which limits opportunities for more affordable and diverse housing types.

The subject site is also located within the UCB, meaning the proposal does not require an extension of regional sewerage services or other infrastructure beyond the UCB. The anticipated sanitary flows and water demand from the development are minimal and are expected to have a negligible impact on Metro Vancouver's regional utility systems.

Staff recommend that this report be submitted to the MVRD Board as part of Metro Vancouver's consultation process.

Budgetary Implications

None

Conclusion

Metro Vancouver has provided information on a proposed amendment to the Metro 2050 Regional Growth Strategy (RGS) in relation to a request from the City of Surrey for the area located in 105-175A Street in South Surrey to amend the regional land use designation from Employment to General Urban. The proposal would accommodate a 20-lot subdivision that would include a single detached house and secondary suite on each lot.

Staff conclude that the proposal has limited land use impacts to the City of Richmond. As indicated in the Metro Vancouver staff report, the proposed amendment would contribute to minor regional implications due to its localized nature of a single property. However, the proposal could further advance the Metro 2050 goals by providing more diverse and affordable housing choices.

Respectfully submitted,

John Hopkins, Policy Planning

Report Contributors

This report was prepared by Emily Huang, Planner 2.

Endorsed by Serena Lusk, CAO

Att. 1: Metro Vancouver Staff Report

metrovancouver
SERVICES AND SOLUTIONS FOR A LIVABLE REGION

To: Regional Planning Committee

From: Mark Seinen, Senior Planner, Regional Planning and Housing Services

Date: May 11, 2026 Meeting Date: June 11, 2026

Subject: **Metro 2050 Type 3 Proposed Amendment, Bylaw No. 1463, 2026 – City of Surrey (105 - 175A Street)**

RECOMMENDATION

THAT the MVRD Board:

a) initiate the *Metro 2050* amendment process for the City of Surrey's requested regional land use designation amendment from Employment to General Urban for the property located at 105 - 175A Street;
b) give first, second, and third readings to "*Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1463, 2026*";
c) notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
d) direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment.

EXECUTIVE SUMMARY

The City of Surrey is requesting a Type 3 amendment to *Metro 2050* to change the regional land use designation of the property located at 105-175A Street from Employment to General Urban to accommodate 20 single-detached homes in the Douglas neighbourhood of South Surrey.

The proposed development involves a single parcel that is already within both the Urban Containment Boundary and Fraser Sewerage Area. The site is surrounded by established residential uses on three sides, including single-detached housing, townhouses, and an RV park, with commercial uses located to the east across 175A Street. The proposed amendment would not result in region-wide planning implications, and would have no meaningful impact on advancing the regional goals included in *Metro 2050*. The proposed Type 3 amendment is supportable as a small, localized adjustment within the existing urban area that is not inconsistent with *Metro 2050's* goals and strategies.

PURPOSE

This report provides the Regional Planning Committee and the MVRD Board with the opportunity to consider the City of Surrey's request to amend *Metro 2050*.

BACKGROUND

On February 23, 2026, Surrey City Council passed a resolution requesting that the MVRD Board consider a Type 3 Amendment to *Metro 2050*. On April 2, 2026, Metro Vancouver received the City of Surrey's request to consider the proposed amendment for the property at 105-175A Street (**Attachment 1**).

PROPOSED REGIONAL LAND USE DESIGNATION AMENDMENT

The City of Surrey is proposing a *Metro 2050* amendment to re-designate the property at 105-175A Street from Employment to General Urban to accommodate 20 single-detached homes. Since the property is within the Urban Containment Boundary, this is a Type 3 amendment as per *Metro 2050* policy 6.3.4 (b). Type 3 amendments require an affirmative 50% + 1 weighted vote of the MVRD Board at each reading.

Table 1. Proposed Amendment

Address	105 - 175A Street
Site Size	1.1 hectares (2.7 acres)
***Metro 2050* Regional Land Use Designation**	Employment (Current) | General Urban (Proposed)
OCP Designation	Mixed Employment (Current) | Urban (Proposed)
Zoning	Business Park 3 (Current) | Small Lot Residential (Proposed)
Within the Urban Containment Boundary	Yes
In the Fraser Sewerage Area	Yes
In the Agricultural Land Reserve	No
In an Urban Centre or FTDA	No

Site Context

The property at 105 - 175A Street is approximately 190 metres north of the United States border in the Douglas neighbourhood of South Surrey. It is bounded on three sides by residential uses, including single-detached homes to the west, townhouses to the north (under construction), and an RV park to the south (designated Employment). To the east, across 175A Street, are commercial uses – notably, the West Coast Tax & Duty Free.

Figure 1. Site Context

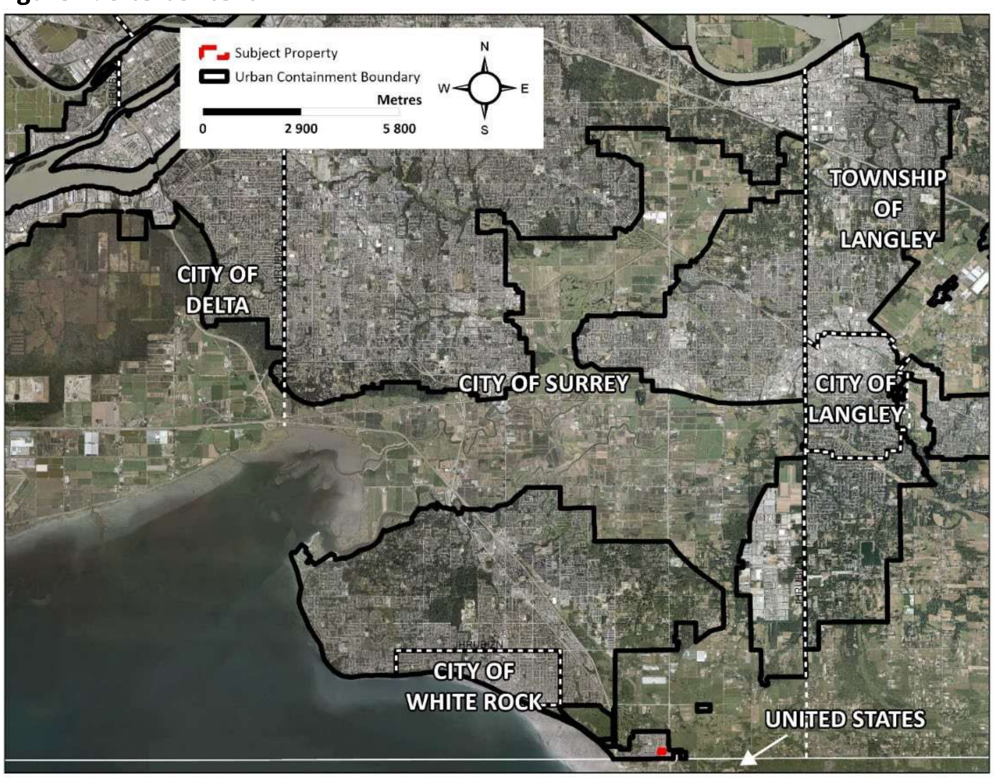
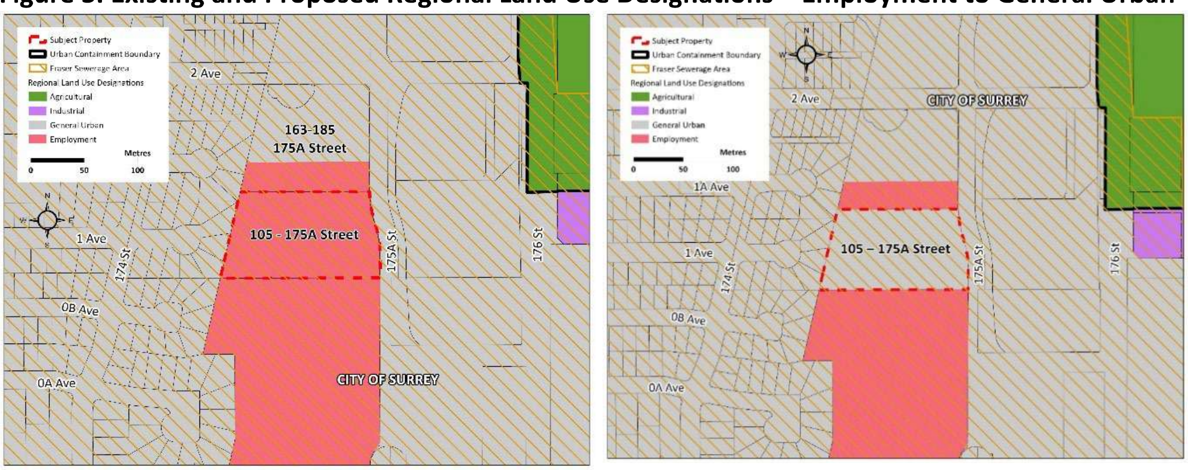


Figure 2. Site Context

Figure 3. Existing and Proposed Regional Land Use Designations – Employment to General Urban



REGIONAL PLANNING ANALYSIS

The proposed amendment is minor in scale and relates to a single small site within an established urban area. Typically, amendments to *Metro 2050* are reviewed against the full range of goals and strategies contained in the Regional Growth Strategy. However, given the limited scope of this application, its localized nature, and the absence of broader regional implications, a comprehensive assessment against all *Metro 2050* strategies would not be relevant or appropriate in this context. The analysis below focuses on the areas of *Metro 2050* that are most relevant to the proposed amendment.

Goal 2: Support a Sustainable Regional Economy
Goal 2 of *Metro 2050* includes strategies to promote land development patterns that support a diverse regional economy. This includes protecting and enhancing the region's supply of industrial and agricultural lands while supporting employment opportunities close to where people live.
The proposed amendment would result in the loss of a small area of *Metro 2050*-designated Employment lands. The subject site has been vacant for several years, indicating a lack of market demand for employment space in this location. Together with one adjacent site, the subject site forms part of a 3.7 ha area of Employment lands. The area is directly adjacent to residential uses and is not contiguous with other Employment or Industrial lands. Redesignation of the subject site could set a precedent for other Employment or Industrial lands in the vicinity, but the impact is likely to be limited to the adjacent site, which is also not in use for employment purposes. Overall, given the small land area in question and lack of employment activity, the amendment would have negligible impact to *Metro 2050* Goal 2.

Goal 4: Provide Diverse and Affordable Housing Choices
Goal 4 of *Metro 2050* includes strategies that encourage greater supply and diversity of housing to meet a variety of needs. The proposed amendment would facilitate the subdivision of a vacant parcel into 20 lots and rezoning to Small Lot Residential Zone (R4). While this zoning supports up to four dwelling units per lot, the developer's current intention is to develop a detached house with a secondary suite on each lot. As proposed, the development would add a modest number of housing units, which are likely to be larger units appropriate for families. The proposed development includes secondary suites, which may contribute to the secondary rental market, a form of housing tenure that is needed within the region. Overall, the proposed RGS amendment would have a negligible impact on *Metro 2050* Goal 4.

IMPLICATIONS FOR METRO VANCOUVER UTILITY SERVICES
Below is a summary of anticipated impacts on Metro Vancouver's utility services.

<u>Liquid Waste Services (GVS&DD)</u>
The proposed development is approximately 15 km from the nearest Metro Vancouver sanitary sewer facility, the Rosemary Heights pressure sewer. The projected sanitary flows from the 20 proposed homes are estimated to be in the range of 1.0–1.25 L/s under wet weather flow conditions. Given the small scale of the development, the incremental increase in sanitary flows is expected to have a negligible impact on the regional sewer system.

<u>Water Services (GVWD)</u>
The proposed development would ultimately be supplied by the GVWD's Grandview Reservoir via the City of Surrey's Grandview Pump Station and municipal distribution system. The proposed land uses are expected to have negligible hydraulic impacts on GVWD's transmission system.

NEXT STEPS
If the Type 3 amendment is initiated and the associated bylaw receives an affirmative 50% + 1 weighted vote of the MVRD Board at first, second, and third readings, it will then be referred to all affected local governments (including member jurisdictions, TransLink, and adjacent regional districts), and local First Nations. It will also be posted on the Metro Vancouver website for a minimum of 45 days to provide an opportunity for comment. All comments received will be summarized and included in a report advancing the bylaw to the MVRD Board for consideration of final adoption.

Staff will note in the correspondence the negligible impact of the proposed amendment on the Regional Growth Strategy's goals and policies.

An updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change is required from the City of Surrey to be considered concurrently with fourth reading of the amendment bylaw. It is expected that the City will submit the updated RCS to Metro Vancouver if the MVRD Board chooses to initiate the proposed amendment process for *Metro 2050* and gives first, second, and third readings to the amendment bylaw. This process is in alignment with *Metro 2050* and its associated implementation guidelines.

ALTERNATIVES

1. THAT the MVRD Board:
   a) initiate the *Metro 2050* amendment process for the City of Surrey's requested regional land use designation amendment from Employment to General Urban for the property located at 105 -175A Street;
   b) give first, second, and third readings to "*Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1463, 2026*";
   c) notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
   d) direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment.

2. THAT the MVRD Board decline the proposed amendment for the property located at 105 - 175A Street and notify the City of Surrey of the decision.

FINANCIAL IMPLICATIONS

If the MVRD Board chooses Alternative 1, there are no financial implications for Metro Vancouver. If the MVRD Board chooses Alternative 2, a dispute resolution process may take place as prescribed by the *Local Government Act*. The cost of a dispute resolution process is prescribed based on the proportion of assessed land values. Metro Vancouver would be responsible for most of those associated costs.

OTHER IMPLICATIONS

An information report on the amendment application was provided to the Regional Planning Advisory Committee (RPAC) for information and discussion on May 15, 2026. Staff from the City of Surrey and Metro Vancouver presented the proposed amendment and were available to answer questions from committee members. No concerns were identified by RPAC members.

OPPORTUNTIES FOR PROCESS IMPROVEMENT

The proposed amendment represents a minor, site-specific application with limited regional implications, involving a single parcel within the Urban Containment Boundary and resulting in negligible impacts on regional systems and Metro 2050 objectives.

This application is being processed in accordance with the existing *Metro 2050* amendment framework. However, as identified in the April 2026 Board report, there is direction to pursue process improvements to streamline amendment procedures and reduce timelines, particularly for straightforward applications. In this context, the application serves as a clear example of a minor amendment where a more proportionate and efficient review process could be applied in the future, supporting ongoing work to improve timelines while maintaining appropriate regional oversight.

CONCLUSION

The City of Surrey has requested a Type 3 amendment to *Metro 2050* to change the regional land use designation of the property located at 105 - 175A Street from Employment to General Urban to accommodate 20 single-detached homes. The proposed development involves a single parcel that is already within both the Urban Containment Boundary and Fraser Sewerage Area. Regional Planning analysis concludes that the proposed amendment would not conflict with the achievement of *Metro 2050* goals. Staff recommend Alternative 1, to initiate the amendment process.

ATTACHMENTS

1. City of Surrey Regional Growth Strategy Amendment Application, dated April 2, 2026.
2. Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1463, 2026.
3. Presentation re: Metro 2050 Type 3 Proposed Regional Land Use Amendment.

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City of
Richmond

Report to Committee

To:	General Purpose Committee	**Date:**	August 10, 2026
From:	Wayne Craig General Manager, Planning and Development	**File:**	01-0157-30-RGST1/2025-Vol 01

Re: **Response to Metro Vancouver's Referral: Metro 2050 Type 3 Proposed Amendment – City of Vancouver (Molson Site)**

Staff Recommendation

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.

Executive Summary

The Metro Vancouver Regional District (MVRD) Board has initiated a Type 3 amendment to the Metro 2050 Regional Growth Strategy in response to a request from the City of Vancouver for the property at 1550 Burrard Street and 1655 West 1st Avenue (the Molson site), a former brewery. The proposal was reviewed against Guiding Principles and Rezoning Guidelines prepared by the City of Vancouver as there is no active rezoning application. The proposed amendment would:

- re-designate the Molson site from Industrial to General Urban to accommodate a mixed-use neighbourhood; and,
- result in the loss of 7.7 acres of industrial land.

Staff conclude that the proposal has limited land use impacts to the City of Richmond. The proposal does involve the trade-off of regionally limited Industrial designated lands in exchange for a mix of residential and employment uses that meet other important regional needs. The potential precedent for converting industrial land to housing should be considered in the broader regional context. Impacts to Metro Vancouver's utility infrastructure are expected to be minimal or are unknown at this time. Staff recommend that this report be submitted to the MVRD Board as part of Metro Vancouver's consultation process.

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated a process to consider amending the Metro 2050 Regional Growth Strategy (RGS), in relation to a request from the City of Vancouver for the property located at 1550 Burrard Street and 1655 West 1st Avenue (the Molson site) to re-designate Industrial lands to General Urban to accommodate a mixed-use neighbourhood. In June 2026, Vancouver City Council passed a resolution requesting that the MVRD Board consider a Type 3 Amendment to Metro 2050 RGS and was referred to Metro Vancouver for consideration and approval, forming the basis of this proposed amendment.

At its July 2, 2026 regular meeting, the Board of Directors of the MVRD adopted the following resolution:

That the MVRD Board:

a) initiate the Metro 2050 amendment process for the City of Vancouver's requested regional land use designation amendment from Industrial to General Urban for the site located at 1550 Burrard Street and 1655 West 1st Avenue;

b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1470, 2026";

c) notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and

d) direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment

The City of Vancouver's requested amendment to the Metro 2050 RGS involves re-designating the property at 1550 Burrard Street and 1655 West 1st Avenue from Industrial to General Urban to accommodate a mixed-use neighbourhood.

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

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

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

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

Analysis

The proposed amendment is a Type 3 amendment to the Metro 2050 RGS since the subject site is already within the Urban Containment Boundary (UCB) and the Vancouver Sewerage Area. It requires that the amendment bylaw be passed by an affirmative 50% + 1 weighted vote of the MVRD Board.

Information about the Proposed Amendment at 1550 Burrard Street and 1655 West 1st Avenue (Molson Site)

The subject site, also known as the Molson site, is a single parcel that is 3.1 hectares (7.7 acres) in area, located at the southern foot of the Burrard Bridge. When the site was built in 1953 for the operation of the Molson Brewery, the False Creek area was surrounded by heavy industrial uses and was connected by the now decommissioned CP Railway. The site is not contiguous to any industrial lands in the area. In 2019, the 283,000 sq. ft brewery ceased operation and relocated to a larger facility in Chilliwack with direct access to Highway 1. Today, the surrounding area is made up of a mixed-use neighbourhood, with land uses that include residential, light industrial and employment, and parks.

Surrounding land uses include:

- South: General Urban and Employment designated area (an Armoury and Burrard Slopes Employment Area)
- East and North: General Urban, Squamish Reserve, and Seṅák̲w residential development
- West: General Urban (parks, commercial and residential uses)

The proposed amendment to the Metro 2050 RGS is to re-designate the existing Industrial land use designation to General Urban to accommodate a mixed-use neighbourhood. The subject site is already within the UCB. Although requests from member jurisdictions to Metro Vancouver typically occur in the context of an active rezoning application or the adoption of an area plan, the City of Vancouver has not proposed a specific site or concept plan for the subject site. Instead, the City has provided Guiding Principles and Rezoning Guidelines, which if implemented through Vancouver's rezoning and development approvals process, it would result in a development that would generally be consistent with Metro 2050.

Once a site is re-designated, future development only needs to be consistent with the new regional land use designation and may differ from the original plan reviewed by the MVRD Board. While this is a risk with any Metro 2050 amendment, detailed planning and consultation help minimize that risk. The staff report concludes that the proposed amendment follows the same approach as other RGS amendments that redesignate land before detailed development plans are finalized.

The Guiding Principles and Rezoning Guidelines speak to six principles ranging from Reconciliation, Land Use, Urban Design, Transportation and Connectivity, Public Benefits and Public Space, and Implementation and Delivery. They are consistent with existing City strategies, plans, and regulations.

Figure 1 - Location Map and Surrounding Context

Figure 2 – Existing Metro 2050 RGS

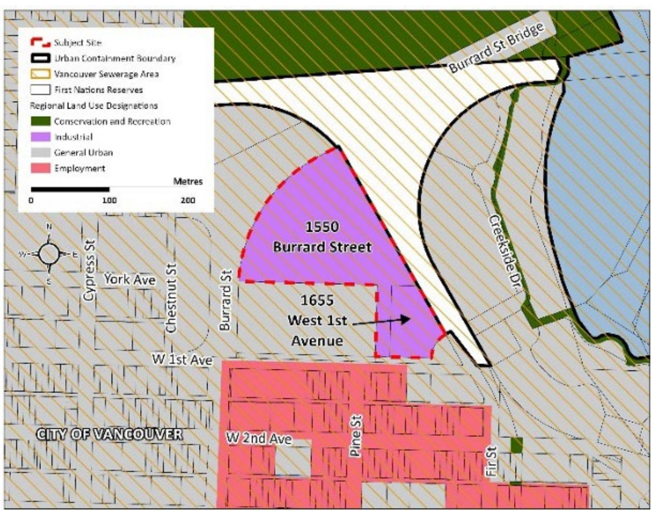
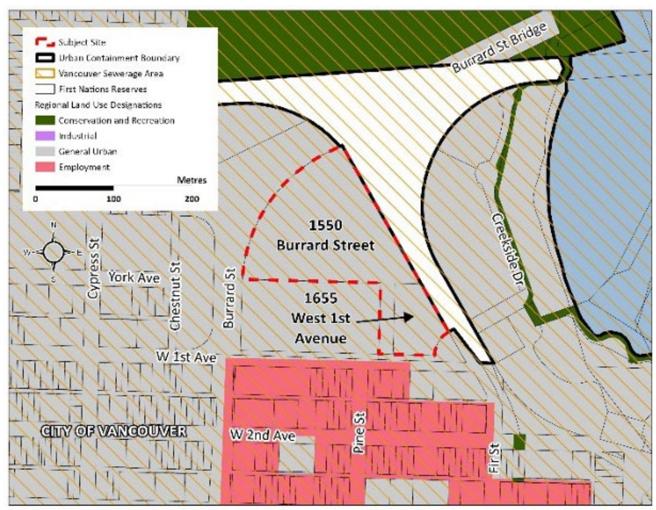


Figure 3 – Proposed Amendments to Metro 2050 RGS



<u>Summary of the Metro 2050 RGS Amendment at 1550 Burrard Street and 1655 West 1st Avenue (Molson Site)</u>
A summary of the regional land use assessment contained in Metro Vancouver's report is as follows:

- The proposal accommodates future growth within the UCB and a major Urban Centre in the region. Even though there is no specific dwelling unit or job space proposed, it is well positioned to support regional dwelling and employment growth while advancing a complete community with a range of services and amenities.

- The proposal results in the loss of 7.7 acres of industrial land which is not consistent with Metro 2050 to protect the region's limited industrial land supply.
- While the former industrial site has no significant ecosystem on site, the proposal notes that future development would follow city policies around green building and sustainable measures.
- City of Vancouver's Guiding Principles support a mix of housing types, including strata, rental, affordable, and social housing, consistent with City housing policies. While the proposal does not specify the number of units, it indicates the site could accommodate thousands of new homes, supporting Metro 2050's housing objectives.
- The proposal supports Metro 2050's transportation objectives by concentrating growth in a well-served Frequent Transit Network, proximity to Downtown Vancouver and incorporating improvements for walking, cycling, transit access, and goods movement.

City of Richmond Comments on the Proposed Metro 2050 RGS Amendment

City staff have reviewed Metro Vancouver's staff report and conclude that it has limited land use impacts to the City of Richmond. However, as outlined in the Metro Vancouver staff report, it does involve the trade-off of regionally limited Industrial designated lands in exchange for a mix of residential and employment uses that meet other important regional needs. Consideration should be evaluated against the broader regional context that could set precedence for industrial land conversion to housing. It should also be noted that light industrial uses could be accommodated under the existing land use designation, if they are compatible with the site's proximity to high-density residential development. This approach would be consistent with the uses in the Burrard Slopes employment area, south of the site.

The proposed development is also expected to have minimal impact on Metro Vancouver's regional wastewater system during dry weather conditions. While wet weather conditions could increase the volume and duration of combined sewer overflows within the Vancouver Sewerage Area, further utility planning and modelling would be undertaken for capacity. Although wastewater would ultimately be treated at the Iona Wastewater Treatment Plant on Sea Island, there are no direct impacts to Richmond. The staff report is unable to comment on regional water supply impacts at this stage due to insufficient information.

Budgetary Implications

None

Conclusion

Metro Vancouver has provided information on a proposed amendment to the Metro 2050 Regional Growth Strategy (RGS) in relation to a request from the City of Vancouver for the area located at 1550 Burrard Street and 1655 West 1st Avenue (the Molson site) to amend the regional land use designation from Industrial to General Urban. The proposal would accommodate a mixed-use neighbourhood. As the City of Vancouver is not processing an active rezoning or amendment to the ODP, the proposed amendment was submitted along with Guiding Principles and Rezoning Guidelines to support Metro Vancouver staff review in the absence of a specific site plan.

Staff conclude that the proposal has limited land use impacts to the City of Richmond but it does involve the trade-off of regionally Industrial designated lands in exchange for a mix of residential and employment uses that meet other important regional needs. This site was once part of the industrial hub along False Creek but the surrounding area has changed over the past several decades and has changed to a mixed-use neighbourhood, with land uses that include residential, light industrial and employment, and parks. Consideration should be evaluated against the broader regional context that could set precedence for industrial land conversion to housing. Staff recommend that this report be submitted to the MVRD Board as part of Metro Vancouver's consultation process.

Respectfully submitted,

John Hopkins, Policy Planning

Report Contributors

This report was prepared by Emily Huang, Planner 2.

Endorsed by Serena Lusk, CAO

Att. 1: Metro Vancouver Staff Report

ATTACHMENT 1

metrovancouver
SERVICES AND SOLUTIONS FOR A LIVABLE REGION

To: Regional Planning Committee

From: Mark Seinen, Senior Planner, Regional Planning and Housing Services

Date: June 19, 2026 Meeting Date: July 2, 2026

Subject: **Metro 2050 Type 3 Proposed Amendment – City of Vancouver (Molson Site)**

RECOMMENDATION

THAT the MVRD Board:

a) initiate the *Metro 2050* amendment process for the City of Vancouver's requested regional land use designation amendment from Industrial to General Urban for the site located at 1550 Burrard Street and 1655 West 1st Avenue;
b) give first, second, and third readings to "*Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1470, 2026*";
c) notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
d) direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment.

EXECUTIVE SUMMARY

The City of Vancouver is requesting a Type 3 amendment to *Metro 2050* for 1550 Burrard Street and 1655 West 1st Avenue (the Molson site). The proposed amendment would re-designate Industrial lands to General Urban to accommodate a mixed-use neighbourhood. The subject site is within the Urban Containment Boundary and Vancouver Sewerage Area and currently contains the former Molson brewery building that has not been operational since 2019. The site is adjacent to the significant new Seṅáḵw residential development and the federal Seaforth Armoury and Hoffmeister Building, and is surrounded by parks, residential and commercial uses, and employment areas.

Regional Planning analysis concludes that, on balance, the proposed amendment is supportable. The proposed amendment reflects the site's unique context and strategic location within the Metropolitan Core, where a transition to mixed-use development can deliver significant benefits, including new housing supply, expanded employment opportunities, and a more complete, transit-oriented community. While the amendment involves the loss of regionally-designated Industrial lands, this trade-off is acceptable given the site's limited suitability for continued industrial use and the potential to advance broader regional objectives related to housing, economic diversification, and sustainable urban growth.

The requested *Metro 2050* Type 3 amendment bylaw requires adoption through an affirmative 50% + 1 weighted vote of the MVRD Board.

PURPOSE

This report provides the Regional Planning Committee and the MVRD Board with the opportunity to consider the City of Vancouver's request to amend *Metro 2050* for the Molson site.

BACKGROUND

On June 2, 2026, Vancouver City Council passed a resolution requesting that the MVRD Board consider a Type 3 Amendment to *Metro 2050* for the site located at 1550 Burrard Street and 1655 West 1st Avenue ("Molson Site"). On June 4, 2026, Metro Vancouver received the City of Vancouver's request to consider the proposed amendment (**Attachment 1**).

SITE CONTEXT

The Molson Site is located at the southern foot of the Burrard Bridge. Vancouver's application materials note that, at the time of construction in 1953, "False Creek was surrounded by heavy industrial uses and connected regionally via the now de-commissioned CP Railway." Today, the area contains a number of land uses, including residential, light industrial and employment, and parks. Most immediately, the triangular-shaped Molson Site is adjacent to the federal Seaforth Armoury and Hoffmeister Building (to the south) and the Squamish Reserve (to the east and north). The latter is home to a significant residential development known as Seṅáḵw. Across Burrard Street are parks, commercial and residential uses, while the Burrard Slopes employment area is located across 1st Avenue to the south (i.e. vehicle sales and repair, light manufacturing, creative industries, showrooms, and offices).

Figure 1. Sub-Regional Context

Figure 2. Site Context

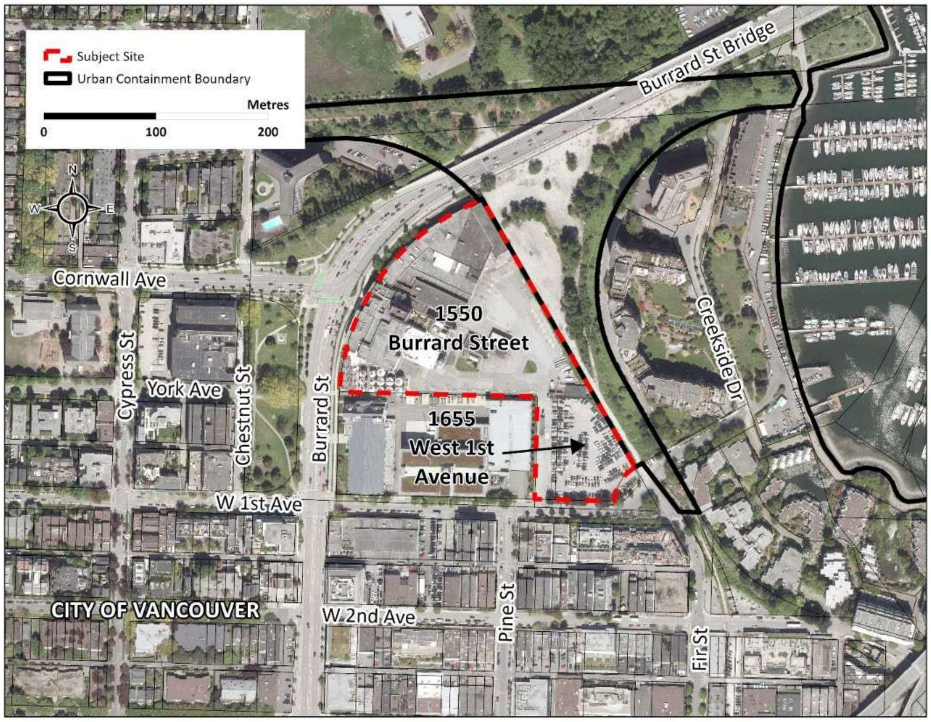
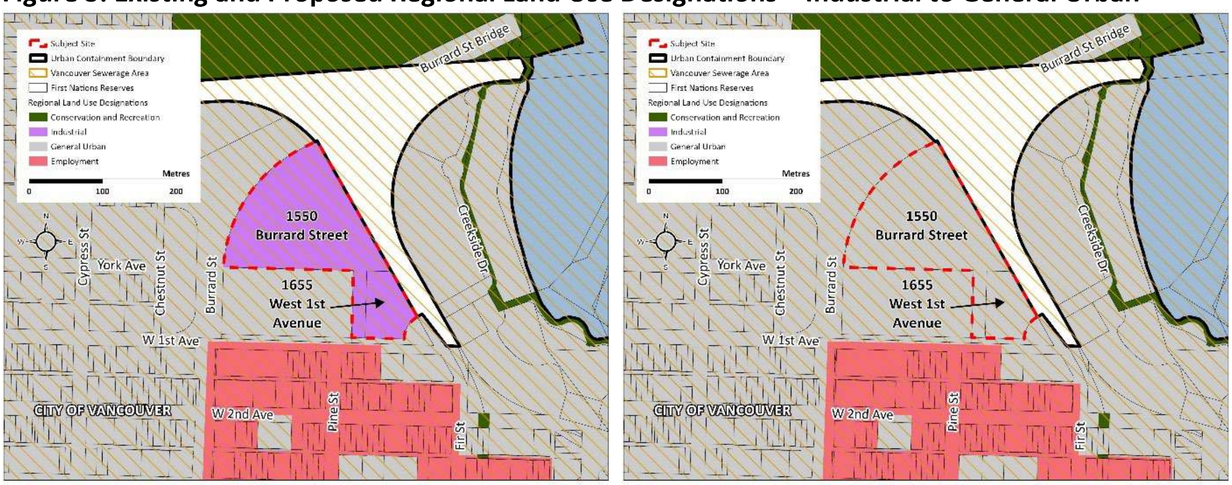


Figure 3. Existing and Proposed Regional Land Use Designations – Industrial to General Urban



PROPOSED REGIONAL LAND USE DESIGNATION AMENDMENT

The City of Vancouver is proposing a *Metro 2050* amendment to re-designate the Molson Site from Industrial to General Urban to accommodate a mixed-use neighbourhood. Since the subject site is within the Urban Containment Boundary, this is a Type 3 amendment as per *Metro 2050* policy 6.3.4 (b). Type 3 amendments require an affirmative 50% + 1 weighted vote of the MVRD Board at each reading.

Table 1. Proposed Amendment

Address	1550 Burrard Street and 1655 West 1st Avenue
Site Size	3.1 hectares (7.7 acres)
***Metro 2050* Regional Land Use Designation**	Industrial (Current) | General Urban (Proposed)
ODP Designation	Industrial and Employment (Current) Mixed-Use High-Rise 2 (Proposed)
Zoning	M-2 (Current) | *No rezoning proposed*
Within the Urban Containment Boundary	Yes
In the Vancouver Sewerage Area	Yes
In an Urban Centre or FTDA	Yes

Guiding Principles and Rezoning Guidelines

Requests from member jurisdictions to amend *Metro 2050* typically occur in the context of an active rezoning or adoption of an area plan – both of which usually involve amendments to the overarching Official Community Plan (OCP) or Official Development Plan (ODP). In this instance, no site or concept plan has been provided. In the absence of this information, the City of Vancouver has provided Guiding Principles and Rezoning Guidelines for the Former Molson Brewery Site (“Guiding Principles”), which are included in **Attachment 1**. The Guiding Principles are summarized below:

Reconciliation: The Reconciliation principle emphasizes that redevelopment should be guided by ongoing collaboration with the Musqueam, Squamish, and Tsleil-Waututh Nations, respecting their rights, cultures, and self-determination. It recognizes the site’s location on unceded territories of cultural significance and calls for integrating Indigenous knowledge, presence, and cultural expression into the planning, design, and public realm.

Land Use: The Land Use principle emphasizes redevelopment of the site as a mixed-use neighbourhood that delivers significant new job space alongside a diverse range of housing options. It calls for a minimum 1:1 replacement of existing industrial floor space with employment uses that are compatible with nearby residential development, while encouraging additional job growth through a mix of light industrial, commercial, institutional, and service uses. In parallel, the principle supports the provision of a range of housing types, including market, rental, and affordable housing.

Urban Design: The Urban Design principle emphasizes development that is contextually responsive and integrated with the surrounding neighbourhood, with built form that transitions in scale, enhances the public realm, and reflects the area’s cultural significance. It supports high-quality design that contributes to a cohesive urban form within the Metro Core, while advancing regenerative, climate-responsive approaches that reduce emissions, enhance resilience, and incorporate nature-based systems.

Transportation and Connectivity: The Transportation and Connectivity principle emphasizes creating a highly accessible, transit-oriented, and car-lite community that prioritizes walking, cycling, rolling, and transit use. It supports integrating the site into the broader transportation network through improved active transportation connections, enhanced transit access, and coordinated planning with adjacent developments, while ensuring accessibility for people of all ages and abilities. The principle also highlights opportunities to collaborate with partners to strengthen transit service and connectivity, supporting reduced car dependency.

Public Benefits and Public Spaces: The Public Benefits and Public Spaces principle emphasizes creating a complete, livable, and inclusive community supported by a range of amenities, services, and infrastructure to meet the needs of a growing and diverse population. It highlights the importance of delivering well-designed public spaces as a central organizing element of the site, including parks, plazas, and gathering areas that are connected to the broader public realm.

Implementation and Delivery: The Implementation and Delivery principle emphasizes a coordinated and phased approach to redevelopment to ensure that job space, housing, infrastructure, and amenities are delivered in a timely manner to support growth. It highlights the role of the rezoning process in establishing a phasing and implementation plan to help ensure the timely delivery of agreed-upon public benefits.

The Guiding Principles are the basis of Metro Vancouver's staff assessment of the proposed amendment. An overarching theme of the staff assessment is that the Guiding Principles, if effectuated through the rezoning process, would result in a development generally consistent with *Metro 2050*. However, given the Guiding Principles' lack of policy or bylaw status, responsibility for incorporating and implementing the Guiding Principles in the development plan rests with the City of Vancouver through its rezoning and approval processes.

It is worth noting that, once a site is re-designated to a new Regional Land Use Designation, any development consistent with the new designation may theoretically occur, even if it diverges from the original site or area plan considered by the MVRD Board. This represents a risk for any *Metro 2050* amendment, although it can be mitigated to some extent if detailed planning and consultation has occurred. In this way, the proposal for the Molson Site is not significantly different from other area plan-based Regional Growth Strategy amendments that request changes to Regional Land Use Designations without detailed development plans.

REGIONAL PLANNING ANALYSIS

The City of Vancouver's proposed *Metro 2050* amendment has been assessed in relation to the applicable *Metro 2050* goals and policies. The intent of the assessment is to identify any potential regional planning implications and the regional significance of the proposed land use changes with respect to *Metro 2050*, not to duplicate the municipal planning process.

Municipal Benefits

The redevelopment of the Molson site would provide the City and the region with long-term benefits and support the critical need for more housing (including rental and affordable options), as well as employment space and jobs. The City's application highlights how the site is no longer suited to the current heavy industrial zoning given the changes to the surrounding area, including a lack of connectivity to trucking and rail routes. The City also highlights its diversity of industrial and mixed employment areas that each serve distinct needs, and how transitioning this site to mixed use would best fit the surrounding neighbourhoods and objectives for the area.

Alignment with Metro 2050

Goal 1: Create a Compact Urban Area

Goal 1 of *Metro 2050* includes strategies to concentrate urban development within the Urban Containment Boundary and to direct the majority of growth to Urban Centres and transit corridors.

The subject site is located within both the Urban Containment Boundary and the Vancouver Sewerage Area. It is also located within the Metropolitan Core, one of the major Urban Centres for the region.

Although the proposal does not detail a specific number of dwelling units or amount of job space, any residential or employment development within the Metropolitan Core advances the achievement of dwelling unit and employment growth targets set out in Table 2 of *Metro 2050.* Additionally, the proposal emphasizes the provision of a connected and complete community with a range of services and amenities in alignment with Strategy 1.3.

Goal 2: Support a Sustainable Economy
Goal 2 of *Metro 2050* includes strategies to promote land development patterns that support a diverse regional economy.

The proposal for employment uses in this location contributes to the aims of Strategy 2.1, to support employment opportunities close to where people live. The proposal highlights how the City of Vancouver would seek to secure a minimum 1:1 replacement of existing job space on the (283,000 sf) through a rezoning process, and strongly encourages net new job space, suggesting a range of options including light industrial, office, retail, and institutional. From a regional perspective, a focus on the reprovision of light industrial job space is recommended to help mitigate the impacts of loss of industrial land on the region's economy.

However, the proposed amendment would result in the loss of 7.7 acres of regionally-designated Industrial lands, which does not align with Strategy 2.2 that seeks to protect the region's limited supply of Industrial lands. As a large industrial site, the location presents a strong opportunity for industrial intensification, as encouraged by *Metro 2050* Policy 2.2.9(c)(iv). While heavy industrial uses may no longer be appropriate in view of the site's proximity to high-density residential uses, the development of intensified light industrial activities could be brought forward under the existing Industrial land use designation.

Goal 3: Protect the Environment, Address Climate Change, and Respond to Natural Hazards
Goal 3 of *Metro 2050* includes strategies to protect, enhance, restore, and connect ecosystems while advancing land uses that reduce greenhouse gas emissions and improve resilience to climate change impacts.

As a former industrial site, there are no significant ecosystems on site. The proposal highlights City policies that would guide the future development around green building, zero emissions, and stormwater management that align with Goal 3.

Goal 4: Provide Diverse and Affordable Housing Choices
Goal 4 of *Metro 2050* includes strategies that encourage greater supply and diversity of housing to meet a variety of needs, expand rental housing supply, and meet the housing needs of lower income households.

The Guiding Principles state that "redevelopment of the site should deliver a variety of new housing opportunities which could include strata, purpose-built rental, affordable and social housing to support a diversity of household types, incomes, and backgrounds." It further notes that the affordable housing requirements for the Molson Site will follow the City's requirements outlined in the *Rezoning Policy for Sustainable Large Developments* or applicable policies in place at the time of rezoning. The City's current policy requires a minimum of 30% total residential floor area for affordable housing including 20% social housing and 10% secured rental and below-market rental housing. While no specifics are provided around the amount of housing, the proposal notes the site could accommodate "thousands" of new homes, suggesting the proposed amendment could result in a significant amount of new housing, including rental and affordable options, that would undoubtedly advance *Metro 2050* Goal 4, as well as the regional target to achieve 15% of newly completed housing near transit as affordable rental housing.

Goal 5: Support Sustainable Transportation Choices
Goal 5 of *Metro 2050* includes strategies to coordinate land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking, while supporting the safe and efficient movement of vehicles for goods and services.

The site is strategically located in proximity to Downtown Vancouver and served by the Frequent Transit Network. It is about 1.1 km walking distance from the South Granville SkyTrain Station, which is part of the Broadway Subway Project that is scheduled to open in 2027. It is well-served by sidewalks and bike lanes, including protected bikeways on both Burrard Street and 1st Avenue. The site is located along a designated municipal truck route (Burrard Street), which would facilitate goods movement to and from the site and support industrial or employment activities.

The Guiding Principles describe several improvements that ought to be included as part of the development. These include prioritizing accessibility, improving existing active transportation connections (including to rapid transit stations), minimizing general purpose vehicle parking, and coordinating with surrounding land uses. The Guiding Principles also note that transit improvements in the area are already planned as a result of the newly-adopted Burrard Peninsula Area Transport Plan and the neighbouring Seṅáḵw development, the latter of which is expected to deliver the proposed Burrard Bridge transit hub.

IMPLICATIONS FOR METRO VANCOUVER UTILITY SERVICES
Below is a summary of anticipated impacts on Metro Vancouver's utility services.

Liquid Waste Services (GVS&DD)
The proposed development will be serviced by the City of Vancouver's municipal sewer system, which will convey flows to the GVS&DD's 8th Avenue Interceptor and the Iona Wastewater Treatment Plant. During dry weather conditions, the additional flows are expected to have minimal impact on the regional sewers. However, depending on the scale and timing of development, wet weather conditions could increase both the volume and duration of combined sewer overflows within the Vancouver Sewerage Area.

As such, more detailed utility planning by both the City and GVS&DD will be required to ensure that regional systems can accommodate the additional growth. Once more detailed development information is available, it should be shared with GVS&DD staff for incorporation into the regional sewer model dataset. Metro Vancouver staff recommended that the City of Vancouver continue to reduce wet weather flows to the 8th Avenue Interceptor via its sewer separation initiatives.

Water Services (GVWD)
The proposed redevelopment would ultimately be supplied by GVWD's Capilano Mains 4 and 5 and the City of Vancouver's municipal distribution system. Without further details to estimate the projected water demand for the development, Metro Vancouver staff are unable to comment on the impact on GVWD's transmission system.

NEXT STEPS
The City of Vancouver's application notes that this amendment is being submitted to Metro Vancouver concurrently with a referral to a local Public Hearing (i.e. at the time of first reading). Typically, *Metro 2050* amendments are received following municipal third reading. However, Metro Vancouver can

receive applications at earlier stages of the municipal process, provided that no changes occur following subsequent municipal readings. In this instance, if the Vancouver Official Development Plan amendment is changed or refused by City Council at Public Hearing, the City intends to update or withdraw the *Metro 2050* amendment.

If the Type 3 amendment is initiated by the MVRD Board and the associated bylaw receives an affirmative 50% + 1 weighted vote at first, second, and third readings, it will then be referred to all affected local governments (including member jurisdictions, TransLink, and adjacent regional districts), and local First Nations. It will also be posted on the Metro Vancouver website for a minimum of 45 days to provide an opportunity for comment. All comments received will be summarized and included in a report advancing the bylaw to the MVRD Board for consideration of final adoption. If advanced by the Board it is intended that the amendment would be brought back for consideration at the September Board meeting. Given that the consultation period would occur over the summer months, the comment period will be extended to mid-September to provide greater opportunity for engagement with member jurisdictions and stakeholders.

An updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change is required from the City of Vancouver to be considered prior to fourth reading of the amendment bylaw. It is expected that the City will submit the updated RCS to Metro Vancouver if the MVRD Board chooses to initiate the proposed amendment process for *Metro 2050* and gives first, second, and third readings to the amendment bylaw. This process is in alignment with *Metro 2050* and its associated implementation guidelines.

ALTERNATIVES

1. THAT the MVRD Board:
    a) initiate the *Metro 2050* amendment process for the City of Vancouver's requested regional land use designation amendment from Industrial to General Urban for the site located at 1550 Burrard Street and 1655 West 1st Avenue;
    b) give first, second, and third readings to "*Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1470, 2026*";
    c) notify affected local governments and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
    d) direct staff to notify local First Nations via referral offices to provide an opportunity for comment on the proposed amendment.

2. THAT the MVRD Board decline the proposed amendment for the site located at 1550 Burrard Street and 1655 West 1st Avenue and notify the City of Vancouver of the decision.

FINANCIAL IMPLICATIONS

If the MVRD Board chooses Alternative 1, there are no financial implications for Metro Vancouver. If the MVRD Board chooses Alternative 2, a dispute resolution process may take place as prescribed by the Local Government Act. The cost of a dispute resolution process is prescribed based on the proportion of assessed land values. Metro Vancouver would be responsible for most of those associated costs.

OTHER IMPLICATIONS

An information report on the amendment application was provided to the Regional Planning Advisory Committee (RPAC) for discussion on June 19, 2026. Staff from the City of Vancouver and Metro Vancouver presented the proposed amendment and were available to answer questions from committee members.

Questions and comments from RPAC members addressed:

- How on- or off-site replacement of existing industrial capacity is considered as part of Metro Vancouver's assessment; and
- The City of Vancouver's approach to reconciliation.

As part of the standard Regional Growth Strategy amendment process under Metro 2050, the application will be circulated to First Nations referral offices for review and comment. Any feedback received from First Nations will be documented and reported back to the Board as part of the final consideration of the bylaw.

CONCLUSION

The City of Vancouver has requested a Type 3 amendment to *Metro 2050* to change the regional land use designation of the Molson site from Industrial to General Urban to accommodate a mixed-use neighbourhood. The subject site is within the Urban Containment Boundary and Vancouver Sewerage Area. Regional Planning analysis concludes that the proposed amendment is supportable, however, it does involve the trade-off of regionally limited Industrial designated lands in exchange for a mix of residential and employment uses that meet other important regional needs. Staff recommend Alternative 1, to initiate the amendment process.

ATTACHMENTS

1. Letter re City of Vancouver Regional Growth Strategy Amendment Application for the Former Molson Brewery Site (1550 Burrard Street and 1655 West 1st Avenue), dated June 3, 2026.
2. *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1470, 2026*.
3. Presentation re: Metro 2050 Type 3 Proposed Regional Land Use Amendment.

84735235

City of Richmond

Report to Committee

To:	General Purposes Committee	**Date:**	August 6, 2026
From:	Wayne Craig General Manager, Planning and Development	**File:**	07-3070-01/2025-Vol 01
Re:	**Re-allocation of 2026 Child Care Grant Funding**		

Staff Recommendation

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.

Executive Summary

This report seeks Council approval to re-allocate the 2026 Child Care Capital Grant of $9,049 awarded to Atira Women's Resource Society for equipment for River Run and Willow Early Care and Learning Centres to the Developmental Disabilities Association and the Society of Richmond Children's Centres. This follows Atira Women's Resource Society's termination of its leases and closure of these two facilities prior to the grant funds being utilized.

It is recommended that the funds be divided equally between the new Council-appointed operators of the facilities, the Developmental Disabilities Association and the Society of Richmond Children's Centres to support capital purchases of furniture and equipment necessary to comply with the Child Care Licensing Regulation and to deliver high-quality licensed child care programs.

Staff Report

Origin

On February 9, 2026, Council awarded a 2026 Child Care Capital Grant of $9,049 to Atira Women's Resource Society (Atira) to purchase two new indoor loft structures to supplement the programming at River Run Early Care and Learning Centre (River Run) and Willow Early Care and Learning Centre (Willow). The Child Care Capital Grants, administered under Child Care Development Policy 4017 (Attachment 1) and the Child Care Grant Program Guidelines (Attachment 2), provide funding for eligible non-profit operators of licensed child care towards the capital costs of furniture and equipment. This supports the delivery of quality, accessible and affordable child care in Richmond.

On April 24, 2026, Atira notified the City that they intended to terminate their leases with the City and cease operations of River Run and Willow on June 26, 2026. This was an unprecedented occurrence for the City and every effort has been made to mitigate the impact to children and families and rapidly re-tenant the facilities. River Run has since been leased to the Developmental Disabilities Association (DDA) and reopened on July 20, 2026. Willow has been leased to the Society of Richmond Children's Centres (SRCC) and will reopen on September 1, 2026. At the time Atira ceased operations, the Child Care Capital Grant funds that Atira received in 2026 had not been used and were subsequently returned to the City.

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 re-allocate the Child Care Capital Grant funding that was awarded to Atira in 2026 for River Run and Willow to the new operators of these facilities.

Analysis

Background

As part of the transition of River Run and Willow to the new operators, Atira offered to donate the equipment and furnishings that were onsite to DDA and SRCC in order to support their operations. Upon review by the new operators, a number of these items were found to be damaged, worn or in need of replacement in order to comply with the Child Care Licensing Regulation or to ensure a broad range of quality learning experiences for the children. A list of the necessary equipment and furnishings for River Run is included in Attachment 3 and for Willow in Attachment 4. The previously approved loft structures are no longer the highest priority needs.

In order to support both of the new operators in the expedited provision of high-quality child care at these two facilities, it is recommended to divide equally Atira's unused 2026 Child Care Capital Grant funding of $9,049 and re-allocate to DDA and SRCC to support River Run and Willow operations as was originally intended at the time the grant was awarded.

<u>2026 Child Care Capital Grant Program – Eligibility and Compliance</u>

As non-profit societies delivering licensed child care in Richmond, DDA and SRCC satisfy the Child Care Grant Program eligibility criteria and do not currently have outstanding grant-related reports or funding from 2026 or prior years to reconcile with the City. If awarded the proposed re-allocation of grant funding, both organizations will be subject to the requirements of the Child Care Grant Program Guidelines and associated reporting requirements.

Budgetary Implications

None.

Conclusion

The Child Care Grant Program supports non-profit organizations delivering licensed child care in Richmond. DDA and SRCC have been fundamental in mitigating the loss of child care for families attending River Run and Willow through the rapid re-licensing and re-opening of the facilities. Due to extenuating circumstances and in support continued availability of high-quality child care in the Bridgeport and Oval Village neighbourhoods, it is recommended that the 2026 Child Care Capital Grant previously awarded to Atira be re-allocated to the Developmental Disabilities Association and the Society of Richmond Children's Centres to support River Run and Willow operations as originally intended.

Respectfully submitted,

Kim Somerville, Director, Community Social Development

Report Contributors

This report was prepared by Annie Lam, Planner 2, Child Care and reviewed by Finance Department.

Endorsed by Serena Lusk, CAO

Att. 1: Child Care Development Policy 4017
2: Child Care Grant Program Guidelines
3: DDA River Run Capital Needs Report
4: SRCC Willow Capital Needs Quotation

City of Richmond

Policy Manual

Page 1 of 5	Child Care Development Policy	Policy 4017
	Adopted by Council: January 24, 2006 Amended by Council: April 10, 2012, December 8, 2014, September 14, 2015, November 18, 2019, January 29, 2024	

POLICY 4017:

It is Council policy that:

1. GENERAL

1.1 The City of Richmond acknowledges that quality and affordable child care is an essential service in the community for residents, employers and employees.

2. PLANNING

2.1 To address child care needs, the City will: plan, partner and, as resources and budgets become available, support a range of quality, affordable child care.

3. PARTNERSHIPS

3.1 The City of Richmond is committed to:

(a) Being an active partner with senior governments, stakeholders, parents, the private and non-profit sectors, and the community, to plan, develop and maintain a quality and affordable comprehensive child care system in Richmond.

Working with the following organizations and groups to facilitate quality child care in Richmond:

(i) Community Associations and Societies - to assess whether or not child care services can be improved in community centres, and new spaces added to existing and future community centres.

(ii) Developers - to encourage developers to provide land and facilities for child care programs throughout the City.

(iii) Employers - to encourage employers' involvement in advocating and planning for child care.

(iv) Intercultural Advisory Committee - to investigate and report on child care concerns, needs and problems facing ethno cultural groups in the City.

(v) School Board – to continue providing space for child care programs on school sites; to co-locate child care spaces with schools where appropriate, and to liaise with the Child Care Development Advisory Committee,

(b) Monitoring the need for new child care spaces to support Richmond residents, employee and student populations.

(c) Providing, when appropriate, new child care spaces and/or facilities to meet existing needs and future population growth.

(d) Requesting senior governments and other stakeholders to provide ongoing funding for affordable child care facilities, spaces, operations and programming.

4. RICHMOND CHILD CARE DEVELOPMENT ADVISORY COMMITTEE (CCDAC)

4.1 The City will establish and support the Richmond Child Care Development Advisory Committee.

5. CHILD CARE RESERVE FUNDS

5.1 The City has established two Child Care Reserve Funds as described below.

(a) Child Care Development Reserve Fund (established by Reserve Fund Establishment Bylaw No. 7812)

The City will administer the Child Care Development Reserve Fund to financially assist with the following capital expenses:

(i) Establishing child care facilities and spaces in:

- City buildings and on City land.
- Private developments.
- Senior government projects.
- Community partner projects.

(ii) Acquiring sites for lease to non-profit societies for child care; and

(iii) Providing grants to non-profit societies for capital purchases and improvements, such as equipment, furnishings, renovations and playground improvements.

(b) Child Care Operating Reserve Fund (established by Child Care Operating Reserve Fund Establishment Bylaw No. 8827)

(i) The City will administer the Child Care Operating Reserve Fund to financially assist with non-capital expenses relating to child care within the City, including the following:

- Grants to non-profit societies to support child care professional and program development within the City;
- Studies, research and production of reports and other information in relation to child care issues within the City; and
- Remuneration and costs, including without limitation expenses and travel costs, for consultants and City personnel to support the development and quality of child care within the City.

5.2 Developer cash contributions and child care density bonus contributions to the City's Child Care Reserve Funds will be allocated as follows:

(a) 70% of the amount will be deposited to the Child Care Development Reserve Fund, and

(b) 30% of the amount will be deposited to the Child Care Operating Reserve Fund, unless Council directs otherwise prior to the date of the developer's payment, in which case the payment will be deposited as directed by Council.

5.3 All expenditures from the Child Care Reserve Funds must be authorized by Council.

6. DEVELOPMENT OF CHILD CARE FACILITIES

6.1 To facilitate consistent, transparent and sound planning, the City will:

(a) Undertake periodic child care needs assessments to update its child care strategy.

(b) Use its powers through the rezoning and development approval processes to achieve child care targets and objectives.

(c) Prepare Child Care Design Guidelines which articulate the City's expectations for the design and development of City-owned or leased child care facilities, whether they are built as City capital projects or by developers as community amenity contributions.

(d) Make the Child Care Design Guidelines available to members of the public as a resource, and to City staff, developers, and architects as a guide for planning child care spaces in City-owned or leased facilities or developer-built community amenities being contributed to the City.

6.2 The City will further facilitate the establishment of child care facilities by:

(a) Encouraging adequate child care centre facilities throughout the City where needed, particularly in each new community.

(b) Providing City land and facilities for child care programs in locations throughout the City.

(c) Encouraging child care program expansion through the enhancement of existing community facilities.

7. CHILD CARE GRANTS POLICY

7.1 Through City child care grants, support child care:

(a) Facilities.

(b) Spaces.

(c) Programming.

(d) Equipment and furnishings.

(e) Professional and program development support.

7.2 Considerations for grant application review:

(a) Funding provided under the Child Care Grants Program cannot be utilized for activities that may result in a direct, indirect, or perceived conflict of interest for active members of City Council. Furthermore, activities cannot be used to promote a particular person or group for the purpose of political campaigning or political campaign messaging.

(b) Any person involved in the review and approval of Child Care Grants

Program applications, including active members of City Council, must declare any direct or indirect benefit to themselves, relatives, business associates, or to anyone else that would advance their personal interests, and may be required to recuse themselves from such processes.

8. PROFESSIONAL CHILD CARE SUPPORT RESOURCES

8.1 Support resources for child care providers as advised by the Child Care Development Advisory Committee and as the need requires and budgets become available.

9. POLICY REVIEWS

9.1 From time to time, the City will:

(a) Review child care policies, regulations and procedures to ensure that no undue barriers exist to the development of child care.

(b) As appropriate, develop targets for the required number, type and location of child care services in Richmond.

10. INFORMATION

10.1 The City will, with advice from the Child Care Development Advisory Committee:

(a) Generate, consolidate and analyze information to facilitate the development of child care facilities, programs and non-profit child care agencies;

(b) Determine if any City land holdings are appropriate to be made available for immediate use as child care facilities;

(c) Review, update and distribute City produced public information material to the public on child care.

11. PROMOTION

11.1 The City will:

(a) Promote and support child care initiatives and awareness activities.

Attachment 2

City of Richmond

Child Care Grant
Program Guidelines

GP – 104

Richmond

Table of Contents

What are the Child Care Grants?

The Child Care Grant program provides funding to community organizations that provide licensed child care services and/or professional and program development opportunities in Richmond and advance the City's child care priorities. Child care grants are funded through the City's Child Care Reserves. The City's ability to provide grants is subject to available funding and there may be years when the grant program(s) are not offered.

What are the City's Child Care Priorities?

The Richmond Child Care Strategy 2024–2034 is intended to identify, analyze and provide valuable insights into the current and future needs for child care in Richmond.

The vision of the Strategy is that 'the community has access to a range of affordable, accessible, inclusive and quality child care options, that support and enhance child development, learning and growth and meets the needs of families who work or live in Richmond.' To address this vision, the Strategy prioritizes five strategic directions:

- **Create and Maintain Child Care Spaces**
- **Quality, Inclusivity and Accessibility**
- **Advocacy**
- **Collaboration**
- **Education and Information**

Child Care Grant applicants must clearly demonstrate alignment with the Strategy. For additional information about the City of Richmond's Child Care Strategy 2024—2034 and Child Care Development Policy, please visit the City's website at www.richmond.ca/culture/social/child-care.

Grant Program Timeline

The graphic below outlines the annual grant cycle. The application window typically opens in mid-September and closes in mid-October, followed by the City's review and assessment period. Grant recommendations are brought forward for Council's consideration in February of the following year and once approved, funds are disbursed in April.

A Grant Use report is required at the end of the funding term. If an applicant intends to re-apply for the next intake period, the Grant Use Report must be submitted by September before the new application window opens. Otherwise, the Grant Use Report is due in March of the following year.

Application Window	→	**Review Period**	→	**Council Decision**	→	**Applicants Notified**	→	**Grant Use Report Due**
September to October		November to December		February		April		September or March of the following year

Who Can Apply

Applicants must:

- Be a non-profit society registered in British Columbia or be a charitable organization registered in Canada; and
- Meet one of the following criteria:
    - For the Child Care Capital Grant, deliver licensed child care in Richmond and seek to improve the quality of care in their facility; or
    - For the Program and Professional Development Grant, support quality programming and/or provide professional development opportunities for the broader child care community in Richmond.

Who Cannot Apply

- For-profit organizations
- Individuals
- Political parties and organizations
- Public and private schools, including post-secondary educational institutions or societies seeking funding for school-based programs

- Organizations that primarily fund other organizations (e.g. grants) or individuals (e.g. scholarships)
- Other, as determined by Council

Funding Streams

The Child Care Grant has two funding streams:

Capital Grant: Supports the acquisition or upgrade of physical assets (e.g. furniture, equipment, renovations, playgrounds) in licensed child care facilities that will improve the quality, availability and accessibility of licensed child care in Richmond.

Professional and Program Development Grant: Supports the development and delivery of professional and program development opportunities in Richmond (e.g. training, workshops, lending libraries). The initiatives must be available and benefit the broader child care community in Richmond (rather than a few specific individuals or facilities). The necessity and benefit of the initiative to the child care community must be demonstrated.

Eligible Expenses

Capital Grant

- Capital equipment (e.g. durable, non-consumable items purchased for ongoing program operations that have a useful life extending beyond one year)
- Furnishing
- Building renovations
- Playground improvements

Professional and Program Development Grant

- Workshop presenter costs
- Workshop materials (e.g. workshop kits, resource books)
- Overhead costs (e.g. event space rental fees, audio-visual equipment rental)
- Books, toys, materials and equipment for lending libraries

Ineligible Expenses

Capital Grant

- Operating expenses (e.g. rent, utilities, salaries)
- Supplies (e.g. toys, games, books, small kitchen equipment)
- Consumable materials (e.g. paint, markers, paper, play sand, clay)
- Political activities including, but not limited to:
  - Promoting or serving a political party or organization
  - Lobbying of a political party, or for a political cause or campaign
  - Programs and services delivered in partnership with political parties and organizations*

* Programs and services receiving funding from the provincial and/or federal government are still eligible to apply.

Professional and Program Development Grant

- Operating expenses (e.g. rent, utilities, salaries)
- Social activities (e.g. photobooth)
- Food and drink
- Decorations
- Staff transportation
- Funding for individual staff to register for or attend courses or workshops
- Political activities including, but not limited to:
  - Promoting or serving a political party or organization
  - Lobbying of a political party, or for a political cause or campaign
  - Programs and services delivered in partnership with political parties and organizations*

Note: The City of Richmond recognizes the need for capital and operating funding to support child care programs. Funds are available to support child care operators through the Provincial ChildCareBC Program, including:

- Child Care Operating Funding – to assist with the day-to-day costs of running a licensed child care facility. To learn more about operating funding opportunities, visit the Provincial Government's Child Care Operating Funding website;
- Training and Professional Development Funding – to assist with professional development and upgrading. To learn more about these funding opportunities, view the Province's Child Care Recruitment and Retention Strategy; or
- Visit Westcoast Child Care Resource Centre's funding webpage.

How to Apply

- Visit CityGrants.richmond.ca to create an account and log in to apply.
- Complete the online application form by the deadline.
- Upload required supporting documents (refer to the list below).

Required Documents Checklist

The following documents are required and must be uploaded through the online system as part of the application package.

- ☐ Certificate of Incorporation and/or Notification of Registration (Proof of charitable status under the Income Tax Act); in addition to:
- ☐ Certificate of Name Change (if Certificate of Incorporation does not match organization's current legal name);
- ☐ Current constitution (or equivalent);
- ☐ Current bylaws;
- ☐ Current list of Board of Directors, Officers and Executive Directors;
- ☐ Most recent Annual General Meeting minutes;
- ☐ Current year's operating budget;
- ☐ One of the following types of financial statements:
    - Audited financial statements from the last completed fiscal year signed by external auditors; or
    - Review engagement report from the last completed fiscal year signed by external auditors; or
    - Compilation engagement report from the last completed fiscal year signed by external auditors; or
    - Financial statements from the last completed fiscal year endorsed by two signing officers of the Board of Directors;
- ☐ Provincial Child Care License(s) (if applicable);
- ☐ Proposed Budget Form (itemized project budget, including two quotes for each item (details included in *Proposed Project Budget Form* available on the City's grant website);
- ☐ Licensed Capacity and Current Enrolment by Program Form;
- ☐ Documentation to demonstrate the need for funds;
- ☐ Two letters of support (these may not be from staff or board members); and
- ☐ Declaration Form.

How Applications Are Evaluated

Applications are assessed in the following three categories described in the table below.

Category	Criteria	Description
Strategic Alignment	Target population	Child care program must be located in Richmond. Primarily serves Richmond residents.
	Priority alignment	Aligns with the City's child care priorities.
	Implementation plan	Provides a clear, feasible and sustainable plan outlining key activities, deliverables, benefits and required resources.
Impact	Community need	Demonstrates a clearly defined need for equipment or program.
	Community Benefit	Demonstrates benefits, such as improved quality of services.
Capacity	Organizational capacity	Demonstrates that the organization is financially stable and has sufficient capacity to deliver the proposed activities, including administrative capacity and governance structure.
	Realistic budget	Budget items are relevant and appropriate in relation to anticipated impact.
	Financial cost-sharing	Demonstrates that external funding (other than from the City) has been sought.

Important Applicant Information

- Applications will not be accepted past the stated deadline.
- Meeting the eligibility criteria does not guarantee funding.
- The City Grants Program is highly competitive and consistently oversubscribed. Strong proposals may not be funded and approved applicants may receive less than the amount requested.
- Receiving a grant in one cycle does not guarantee funding in future years.
- Council's decisions are final and there is no appeal process.

Reporting and Acknowledgement Requirements

Following Council approval, successful organizations can expect the following:

- An approval letter and a cheque will be issued to support implementation of the funded proposal.
- A Grant Use Final Report must be submitted within one year of receiving funding or, if re-applying, before the next grant intake.
- Organizations receiving a grant of $50,000 or more must also submit a Grant Use Interim Report. Supporting documentation may also be requested at any point during the funding term.
- City support must be acknowledged in all communications and promotional materials related to the funded activities. An electronic City logo package will be provided to grant recipients upon request after funding has been awarded.

Available Resources

The following documents are available at richmond.ca/CityGrants to support applicants during the application process.

- Applicant Worksheets
- City Grants Online Application User Guide
- Declaration Form
- Proposed Budget and Licensed Capacity and Current Enrolment by Program Form

Contact Us

For further information, visit richmond.ca/CityGrants or contact the Grant Administrator at ChildCare@richmond.ca.

Developmental Disabilities Association

DDA River Run Capital Needs Report

Item	**Vendor**	**Cost (incl. taxes/shipping)**	**Rationale**
Nap Mat Storage Cabinet: 24 slot capacity with additional storage	Sidhu Cabinets	$2656	This cabinet will fit in the storage room and hold sufficient nap mats for the second 3-5 years (20 space) classroom. Previously, the 7 supplied nap mats were leaning against the wall. 24 slots will also accommodate PT attendance. Adequate supplies for nap with best practice sanitary storage are required under CCFL regulations.
15 Nap Mats (2 inch, foam with wipeable covers)	Amazon	$1035	See above, the program only came with 7 mats for that room.
Sand/Water/Sensory Play Table (with lid)	Quality Classrooms	$1124	The Infant/Toddler classroom does not currently have this item. A previous one was disposed of by Atira and not replaced at that time. Under Schedule G of CCFL regulations, all child care providers must offer coordinated indoor and outdoor activities supporting five key areas of child development: physical, intellectual, language, emotional, and social needs.
	Total:	**$4815**	

Respectfully Submitted by:

Kathy Moncalieri
Assistant Director
Early Learning and Youth
Developmental Disabilities Association

July 24, 2026

natural pod™

3131 Production Way
Burnaby BC V5A 3H1
Canada

Estimate

#61465637277

6/29/2026

Bill To

Society of Richmond Children's Centres
5688 Hollybridge Way #650
Richmond BC V7C 0A3
Canada

Ship To

Society of Richmond Children's Centres
5688 Hollybridge Way #650
Richmond BC V7C 0A3
Canada

Attn:

Expires	Sales Rep	Shipping Method
7/13/2026	Roxanne Abel	

Quantity	Item	Options	Rate	Amount
3	**START-TAB-BL|01** Start - Table - Blossom - with radius cut out on each of the 4 sides - 47 "W x 47 "D x 13-16 "H		$1,540.00	$4,620.00
12	**STEADY-CHR-10|01** Steady - Chair - Infant - with 3 point seatbelts - 14 "W x 11 "D x 10 "H		$267.00	$3,204.00
	Subtotal			$7,824.00
	Discount - Sales		-10%	($782.40)
	Subtotal			$7,041.60
1	**Shipping** GoBolt Last Mile - Room of Choice		$165.00	$165.00
1	**Installation** Installation and/or Assembly Same time as #61764839082		$498.00	$498.00

	Subtotal	$7,704.60
	GST/HST	$385.23
	PST	$539.32
Quoted pricing is valid for 14 days from Quotation Date	**Total**	$8,629.15