



**Parks, Recreation and Cultural Services Committee
Electronic Meeting**

**Anderson Room, City Hall
6911 No. 3 Road**

Wednesday, September 17, 2025

Immediately following Public Works and Transportation Committee

Pg. # ITEM

MINUTES

PRCS-3 *Motion to adopt the **minutes** of the meeting of the Parks, Recreation and Cultural Services Committee held on July 23, 2025.*



NEXT COMMITTEE MEETING DATE

October 28, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

DELEGATIONS

1. Robert Berkhout, Board Chair, London Heritage Farm Society to delegate on the London Heritage Farm Society Operations.

Parks, Recreation and Cultural Services Committee Agenda
Wednesday, September 17, 2025

Pg. # ITEM

PARKS, RECREATION & CULTURE DIVISION

2. TERRA NOVA RURAL PARK HISTORIC ASSETS PHASE 2 DRAFT PROGRAM PLAN

(File Ref. No. 06-2345-20-TNRP1) (REDMS No. 7829163)

PRCS-17

See Page PRCS-17 for full report

Designated Speaker: Alex Kurnicki

STAFF RECOMMENDATION

- (1) That the Proposed Programming Priorities and Decision Making Framework for purposes of stakeholder consultation, as outlined in the staff report titled “Terra Nova Rural Park Historic Assets Phase 2 Draft Program Plan”, dated August 25, 2025, from the Director, Parks Services, be approved; and*
- (2) That staff proceed with Phase 3 of the Terra Nova Rural Park Historical Assets Draft Program Plan.*

☐

3. WHARVES REGULATION BYLAW NO. 10182 AMENDMENTS

(File Ref. No. 06-2345-20-ILAN1) (REDMS No. 8130556)

PRCS-36

See Page PRCS-36 for full report

Designated Speaker: Alex Kurnicki

STAFF RECOMMENDATION

- (1) That Wharves Bylaw No. 10182, Amendment Bylaw No. 10698, be introduced and given first, second and third readings; and*
- (2) That Consolidated Fees Bylaw No. 8366, Amendment Bylaw No. 10699, be introduced and given first, second and third readings.*

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4. MANAGER’S REPORT

ADJOURNMENT

☐



Parks, Recreation and Cultural Services Committee

Date: Wednesday, July 23, 2025

Place: Anderson Room
Richmond City Hall

Present: Councillor Michael Wolfe, Chair
Mayor Malcolm Brodie (left the meeting at 6:08 p.m.)
Councillor, Chak Au
Councillor Laura Gillanders
Councillor Andy Hobbs
Councillor Bill McNulty

Also Present: Councillor Carol Day (left the meeting at 6:20 p.m.)
Councillor Kash Heed (by teleconference) (left the meeting at 5:39 p.m.)

Call to Order: The Chair called the meeting to order at 5:13 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Parks, Recreation and Cultural Services Committee held on June 24, 2025, be adopted as circulated.

CARRIED

DELEGATION

- A. Linda Barnes and Joanne Teraguchi, Steveston Historical Society co-chairs, referred to their submission (attached to and forming part of these minutes as Schedule 1) requesting additional funding from the City of Richmond to support and enhance the programs they offer to the Steveston community.

In response to a query from Committee, the delegation advised that they can provide Committee with a detailed plan of the programs and initiatives they plan to undertake with the additional funding.

Parks, Recreation & Cultural Services Committee

Wednesday, July 23, 2025

Discussion ensued with respect to (i) Tourism Richmond's role within the Steveston Historical Society, (ii) current operations and impacts, (iii) Steveston Historical Society's collaboration with other historical sites in Steveston, and (iv) proposed expansion of programming.

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

It was moved and seconded

That staff review the submission presented by the Steveston Historical Society, obtain a detailed plan for the additional funding and present options and analysis to Council by the 2026 budget process.

CARRIED

Councillor Kash Heed left the meeting (5:39 p.m.) and did not return.

PARKS, RECREATION & CULTURE DIVISION

1. RAILWAY GREENWAY SOLAR LIGHTING OPTIONS

(File Ref. No. 06-2400-20-RAIL1) (REDMS No. 8067412)

Discussion ensued with respect to the phased in implementation of the solar pedestrian lighting.

It was moved and seconded

That Option 2, "Two Phase Implementation", as outlined in the staff report titled "Railway Greenway Solar Lighting Options", dated June 30, 2025, from the Director, Parks Services, be approved.

CARRIED

2. STREET BANNER REFERRAL RESPONSE

(File Ref. No. 11-7200-20-SBAN1/CL) (REDMS No. 8081632)

In response to queries from Committee, staff advised that (i) upon Council approval of Option 1, the next steps would be to have a consultant perform a detailed assessment and design to confirm load-bearing capacity and overall suitability of each individual pole and base for banner arm retrofits, (ii) staff will report back to Council with the recommended banner implementation plan and an updated cost estimate for consideration, and (iii) some poles are specifically designed for banners, while retrofitted poles in the City would require review.

Parks, Recreation & Cultural Services Committee
Wednesday, July 23, 2025

Materials were distributed by Council member (attached to and forming part of these minutes as Schedule 2) and discussion ensued with respect to (i) the potential locations for banner installation along No. 5 Road between Steveston Highway and Blundell Road, (ii) placement of banners on poles that can be retrofitted, not on poles that need to be replaced, (iii) estimated costs related to the options, (iv) staff meeting with the Highway to Heaven Committee to ascertain the specifics around banner installation along No. 5 Road, and (v) the requirement for hiring a consultant to perform a detailed assessment of the street light poles versus staff conducting the assessment in house.

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

It was moved and seconded

That the staff report titled “Street Banner Referral Response”, dated June 30, 2025 be referred back to staff to meet with the Highway to Heaven Committee on their request for welcome signs on each end of No. 5 Road and that City staff concurrently assess the condition of the existing poles and report back.

The question on the referral motion was not called as staff advised that the engineering assessment for the base and streetlight pole requires both a Structural Engineer and a Geotechnical Engineer. Staff are only able to provide a visual condition inspection.

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

Mayor Malcolm Brodie left the meeting (6:08 p.m.) and did not return.

3. DRAFT RICHMOND ARTS STRATEGY 2025-2030

(File Ref. No. 11-7000-11-01) (REDMS No. 8061570)

Staff presented the Draft Richmond Arts Strategy 2025-2030 video, (Copy on file, City Clerk’s Office).

Discussion ensued with respect to (i) the benefits of the community roundtable discussions, and (ii) the connection between culture and art.

In addition, staff was asked about the status of an economic viability study request. Staff advised there is no outstanding direction but would review past minute information pertaining to an economic viability study and provide information back to Committee.

It was moved and seconded

Parks, Recreation & Cultural Services Committee
Wednesday, July 23, 2025

- (1) *That the Draft Richmond Arts Strategy 2025-2030, included as Attachment 1 of the staff report titled “Draft Richmond Arts Strategy 2025-2030”, dated June 30, 2025, from the Director, Arts, Culture and Heritage Services, be endorsed for the purpose of seeking interest holders’ and public feedback on the strategy; and*
- (2) *That the Final Richmond Arts Strategy 2025-2030, including the results of the interest holders’ and public feedback, be brought back to Council for consideration following the interest holders’ and public consultation.*

CARRIED

3A. VETERAN STREET BANNER

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

Discussion ensued with respect to public correspondence received regarding a proposal for installation of commemorative banners on No. 3 Road.

Councillor Carol Day left the meeting (6:20 pm) and did not return.

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

It was moved and seconded

That staff consult with the appropriate Committee on a customized Veteran Street Banner program for the City and report back.

CARRIED

4. MANAGER’S REPORT

(i) Update on Kaiwo Maru

Staff advised Committee that they have begun the procurement process of engaging a new shipping agent and are starting planning for engaging the Community including a community working group.

(ii) Update on Richmond Celebrates FIFA

Staff advised that procurement of a sponsorship has begun and staff are in discussions with one potential sponsor, and the Vancouver Host Committee has confirmed that the FIFA game times will be released in December 2025.

Parks, Recreation & Cultural Services Committee
Wednesday, July 23, 2025

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (6:27 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation and Cultural Services Committee of the Council of the City of Richmond held on Wednesday, July 23, 2025.

Councillor Michael Wolfe
Chair

Raman Grewal
Legislative Services Associate



Schedule 1 to the Minutes of the
Parks, Recreation & Cultural
Services Committee meeting of
Richmond City Council held on
Wednesday, July 23, 2025.

Steveston Historical Society
3811 Moncton Street
Richmond, B.C. V7E 3A7
www.historicsteveston.ca

July 23, 2025

Attention: Mayor and Council, City of Richmond

RE: Steveston Historical Society – Enhanced Operations Proposal

I am here on behalf of the Steveston Historical Society (SHS) to request additional funding from the City of Richmond to support and enhance the programs we offer to the Steveston community. Our society has a long-standing commitment to preserving and celebrating the unique heritage of Steveston, and with your support, we aim to expand our reach and impact.

Current Operations and Impact

SHS currently manages a variety of programs and services that highlight Steveston's rich cultural history. Our offerings include:

1. **Post Office:** Operating within the Steveston Museum, the Post Office serves as a community hub, providing essential services and a connection to Steveston's past.
2. **Pop-up Artists:** We host local artists and provide a space to display and sell their works, contributing to the vibrant cultural landscape of Steveston.
3. **On This Spot:** This initiative allows visitors to explore historical sites through a digital platform, enhancing their understanding of Steveston's history.
4. **Nikkei Stories:** We share the rich history and contributions of the Japanese Canadian community in Steveston, fostering cultural appreciation and understanding.
5. **Steveston Alive:** Walking Tour Vignettes: This theatrical experience brings Steveston's history to life, engaging the community and visitors through storytelling and performance.
6. **Website and Bi-yearly Newsletter:** Our digital presence and regular newsletters keep the community informed and engaged with our activities and events.

7. **Vintage Fair:** This annual event unites Steveston to celebrate community heritage, inviting vendors to share cherished items and stories, and enjoy a day of memories and connection in our park.
8. **Songs in the Snow:** Through our partnership with the Richmond Arts Coalition, this annual event brings together the community through music, crafts, and local artists.
9. **Strategic Plan and Grant Applications:** We are advancing our strategic plan and outsourcing large grant applications while applying for smaller grants to support our initiatives.

Potential for Growth and Community Benefits

With additional funding, as identified in recent internal assessments (see Appendix A), we have the potential to significantly expand our offerings and increase our impact within the community. Key enhancements include:

1. **Strategic Plan Expansion and Staffing:** Funding would enable us to expand our strategic plan and staffing to deliver initiatives such as succession planning, celebrating our 50th anniversary of incorporation next year, and further activating Town Square Park.
2. **Program Development:** We aim to develop programs such as school programs, museum interpretation for visitors and tours, oral histories, and stories of Steveston's peoples. This includes incorporating Indigenous history and stories and working more closely with the Japanese Canadian community to tell more of their stories.
3. **Future Planning and Community Needs:** We anticipate potential retail expansion based on community needs, develop a funding strategy for grants and sponsorships, and create a volunteer strategy. Establishing a hub in Steveston for all heritage sites and working on a business plan for retail are also key objectives.
4. **Partnership and Collaboration:** We are committed to not being satisfied with the status quo and wish to partner with the City to ensure new exhibits receive maximum exposure. Collaborating with city staff to further enhance the existing business plan, including the Strategic Plan, remains a key priority in advancing these initiatives.

Support for our ask of funding

The planned initiatives at the Steveston Museum and Post Office are expected to generate 1–3 new full-time equivalent positions over the next few years. This growth will contribute to the local economy by increasing consumer spending,

enhancing productivity, and helping to reduce the wage-to-rent gap in the community. The Pop-Up Art Show program has already proven successful, showcasing community and artist interest in local art. This initiative, alongside the fruitful partnership with the Richmond Arts Coalition, has positioned the Museum as a cultural hub. An expanded Museum Store will further these successes by providing year-round activities, embedding the Museum as a community cornerstone, and offering economic opportunities for local artists. This expansion will also generate ongoing revenue to support the Society's mission, ensuring the Museum's continued relevance and vitality in Steveston's cultural and economic landscape.

Conclusion

SHS is dedicated to preserving and sharing the rich cultural heritage of Steveston. With the City of Richmond's support, we can enhance our programs, engage more community members, and contribute to the cultural and economic vitality of the city and region. Municipal government makes up approximately 37% of annual revenue for small museums. As per internal documents, currently City of Richmond makes up 13% of SHS annual revenue.

We are proposing a three-year pilot project in partnership with city staff to enhance programming at the Steveston Museum. To support this initiative, we are requesting an increase in annual operating funding from the current \$40,000 to \$100,000 per year for three years, representing an additional \$60,000 annually. This would require a one-time additional level funding request of \$180,000 to be included in the 2026 budget process. SHS to present an annual report to city staff at the end of each year, outlining the impacts of the increased funding on programming, community engagement, and financial growth.

With this expanded staff capacity and increased annual city funding, SHS anticipates being able to apply for new and larger grants, identify community sponsors and donors, and substantially increase our financial sustainability.

Thank you for your continued support and partnership. We look forward to the opportunity to further discuss our plans and how we can work together to benefit the Steveston community.

Sincerely,

Linda Barnes and Joanne Teraguchi
Co-Chairs
Steveston Historical Society

Appendix A

Internal documentation

Crocus Cultural Strategies

Steveston Historical Society

Vision – Celebrate the Village’s uniqueness and showcase its past, present, and future

Mission – To connect Steveston’s diverse heritage with the community through advocacy and by creating programs and events

Values

Collaboration: We work together to support alignment with other community-based organizations

Appreciation of Cultural Diversity: We celebrate the heritage and people of our community

Community & Belonging: We create opportunities for people to spend quality time together

Sharing Knowledge: We support learning about our community and its diverse heritage

The mission, vision, and values articulated above align with the important trends and best practices for Canadian museums and should be consciously woven into the work of the Steveston Historical Society. This report highlights two new mission-driven activities to help develop the organization’s relevance and sustainability: the expansion of the Museum Store, an important way for visitors to museums and heritage sites to connect with local stories and bring home meaningful memories of Steveston; and the addition of a staff position to support these activities.

- Programs and events to support a vibrant and sustainable operation would include camps, school programs, tours, workshops, event hosting and venue rentals, community partnership development, and significant fund development initiatives. Developing contemporary links to the historical content provides visual artists and arts organizations with opportunities for public programming, artist talks, and short-term exhibitions.

Potential new programs to be developed by Program staff include:

- Children’s Summer Camps
 - Community and Family Programs & Workshops
 - Weekly After-school Pop-Up Art Programs
 - In-Gallery Group & School Programs
 - Site-specific Guided Tours
 - Evening Talks & Events (youth, adult, families)
- Strategic partnerships with local heritage sites, museums, schools, art galleries, tourism, and municipal, provincial, and national organizations should be developed or strengthened, providing cross-marketing and collaboration to keep the organization relevant and effective. Steveston’s existing arts, culture, and heritage ecosystem must continue to develop and respond to the changing community to continue to serve as vital contributors to a vibrant community.

Staffing to support new activities: Wage analysis

FTEs	Staff Positions	TOTAL WAGE COSTS	NOTE
2025 Staff Costs			
0.7 RPT	Manager of Operations	\$ 44,252.00	5 days/wk
0.7 PT	Post Office	\$ 28,445.66	3 days/wk
0.5 PT	Post Office	\$ 18,963.78	2 days/wk
0.3 PT	Post Office	\$ 14,222.83	2 days/wk
0.1 PT	Post Office	\$ 5,594.29	2 days/month
0.3 Seasonal	Summer Student - Interpreter	\$ 10,041.57	5 days/wk summer
2.7 FTE	TOTAL	\$ 121,520.13	
2026 Recommended New Staff Costs			
FTEs	Staff Positions	TOTAL WAGE COSTS	NOTE
1 RFT	Executive Director	\$ 71,300.00	5 days/wk
0.8 RPT	Manager of Programs and Partnerships	\$ 51,520.00	4 days/wk
0.3 Seasonal	Interpreters/Guest Services	\$ 11,040.00	3 days/wk half year
2.1 FTE	TOTAL	\$ 133,860.00	
4.8 FTEs	GRAND TOTAL	\$ 255,380.13	

Enhanced Programs and Events

The following table examines the potential for revenue-generating activities that the Society may undertake to promote the mission and vision of the Society and the Steveston Museum. As noted elsewhere in the report, the marketing and communications activities to support these new Programs must be sufficient to build awareness and an identity for the organization.

	Annual # delivered	Session hours/day	Annual Hours	Price/ participant	Participants /session	Total Participants	Total
Week-long children's Summer Camps	6	3	90	\$ 150.00	15	90	\$ 13,500.00
Programs & Workshops	12	2	24	\$ 50.00	15	180	\$ 9,000.00
Weekly after-school Pop-Up Art Programs	20	2	40	\$ 60.00	15	300	\$ 18,000.00
In-Gallery Group & School Programs	10	3	30	\$ 10.00	25	250	\$ 2,500.00
Site-specific guided tours	20	1	20	\$ 10.00	10	200	\$ 2,000.00
Evening Talks & Events (youth, adult, families)	6	2	12	\$ 20.00	30	180	\$ 3,600.00
Total	74	13				1,200	\$ 48,600.00
Fee revenue to the nearest 1000							\$ 49,000.00

Recommendations

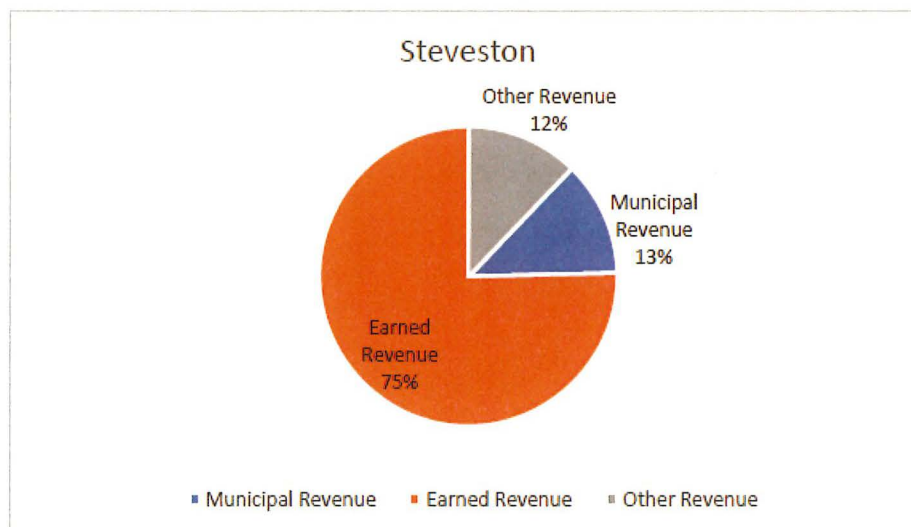
- Develop a reputational identity as the community hub of the Steveston Heritage Sites area through effective storytelling, impact reports, marketing and communications.
 - Leverage and communicate the successes and impact of the organization. Collect statistics – qualitative and quantitative data – to tell the story of the Society’s and the Museum’s impact.
 - Cultivate relationships and partnerships in the community.
 - Prioritize mission-driven activities that develop the organization’s relevance and sustainability.
 - Expand the Museum Store so visitors can connect with local stories and bring home meaningful memories of Steveston.
-
- Develop a curated inventory of local art and artisan products in the permanent Museum Store.
 - Increase staffing levels to support the programs. This report strongly recommends an Executive Director role (1 FTE) be re-established, a new Manager of Programs and Partnerships position (0.8 FTE) be created, with seasonal interpreter positions and contracted skilled marketing and communications to support.
 - Alternative staffing plans that consider the addition of only the Manager of Programs and Partnerships or the Executive Director should be regarded as transitional approaches to achieving the optimal recommended staffing levels in the long-term.
 - Provide new staff with training in the following areas: fundraising and grant-writing, communications or storytelling (for marketing and fundraising), data collection and evaluation. There are cost-effective options that provide useful insights and strategies.

Conclusion

The Steveston Museum and Post Office, operated by the Steveston Historical Society, presents the community and the City of Richmond with an opportunity to support culture in its community. There are significant benefits to investing in the renewal and expansion of the Society’s Programs and Operations, with positive impacts on current and future residents by enhancing this valued heritage building which contributes to a vibrant cultural sector with renewed economic, social and educational opportunities. The addition of new staff positions that will enhance the activities undertaken by the Steveston Historical Society will lead to organizational sustainability and greater relevance to the community of Steveston.

Municipal Support: a key to sustainability

Organization	Maple Ridge Museum	Campbell River Museum	Shawnigan Lake Museum	Nelson Museum	Fort Nelson Museum	Langley Centennial Museum	Average	Steveston
Municipal Revenue	\$ 228,767.00	\$ 414,695.00	\$ 87,096.00	\$ 237,395.00	\$ 193,254.00	\$ 579,000.00	\$ 248,601.00	\$ 40,000.00
Earned Revenue	\$ 465.00	\$ 343,111.00	\$ 8,469.00	\$ 94,767.00	\$ 55,406.00	\$ -	\$ 71,745.43	\$ 242,718.00
Other Revenue	\$ 159,636.00	\$ 306,900.00	\$ 886,202.00	\$ 562,249.00	\$ 71,612.00	\$ 246,000.00	\$ 345,005.71	\$ 39,325.00
Total	\$ 388,868.00	\$ 1,064,706.00	\$ 981,767.00	\$ 894,411.00	\$ 320,272.00	\$ 825,000.00	\$ 665,352.14	\$ 322,043.00





Search



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Schedule 2 to the Minutes of the Parks, Recreation & Cultural Services Committee meeting of Richmond City Council held on Wednesday, July 23, 2025.

- Deals
- Holiday, Calendars & Gifts
- Business Cards
- Print Advertising & Office
- Signs, Banners & Posters
- Labels, Stickers & Packaging
- Clothing & Bags
- Promotional Products
- Invitations, Stationery & Home
- Websites by Vista x Wix
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Small Business Week: \$25 off orders \$100+ | Code: FOR'

Home / Signs & Banners / Pole Banners



Pole Banners

3 (1)

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[See details](#)

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Size

48" x 24"

Material

18 oz. PVC Vinyl

22 oz. PVC Vinyl

Bundle
Option

Banner + BannerSaver
Brackets

Quantity

1 (\$284.98/ unit)

1 starting at \$284.98

[Free shipping by Monday, 4 Nov to M4B 1B3](#)

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PRCS – 15

Overview Options FAQ Specs & Templates

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- 6 size options
- 18 oz. or 22 oz. PVC vinyl
- Durable, double needle-lock stitching
- Double-sided printing
- Indoor & outdoor use
- Accessories available to be purchased as part of a bundle

A reliable advertiser

Looking for a big way to promote product sales or your event outdoors? Pole banners have got you covered. Sturdy and eye-catching, they're great for displaying your message on storefronts, walls or light poles around town. Whether you're promoting holiday sales or announcing your event, street pole banners can shine a light on your message and keep your branding top of mind. Plus, you can customize both sides of the banner, which is perfect for getting your logo seen from different angles.

Lightweight yet sturdy

Made from high-quality PVC vinyl with double-needle lock stitching, these light pole banners make a durable, weather-resistant choice. You can also add your choice of brackets to your order, with options for longer-term outdoor use and shorter-term or interior display.

Easy to design

Get started by choosing the right size for your needs. Then, browse our gallery of designs or upload your own using our intuitive design studio. You can add custom elements like text, color or your logo. And if you need help along the way, our design experts are here to make the process easier. After that, we'll take care of the rest – professionally printing and shipping your order. Your pole banner will arrive looking great and ready to promote.



Reviews

3 (1)	5 Stars	<div></div>	0
Write a Review	4 Stars	<div></div>	0
	3 Stars	<div></div>	0
	2 Stars	<div></div>	0



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services
Committee

Date: August 25, 2025

From: Todd Gross
Director, Parks Services

File: 06-2345-20-
TNRP1/Vol 01

Re: Terra Nova Rural Park Historic Assets Phase 2 Draft Program Plan

Staff Recommendations

1. That the Proposed Programming Priorities and Decision Making Framework for purposes of stakeholder consultation as outlined in the staff report titled "Terra Nova Rural Park Historic Assets Phase 2 Draft Program Plan", dated August 25, 2025, from the Director, Parks Services, be approved; and
2. That staff proceed with Phase 3 of the Terra Nova Rural Park Historical Assets Draft Program Plan.

Todd Gross
Director, Parks Services
(604-247-4942)

Att. 5

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Intergovernmental Relations and Protocol Unit	<input checked="" type="checkbox"/>	
Arts, Culture and Heritage	<input checked="" type="checkbox"/>	
Recreation and Sport Services	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This report responds to the following referrals from Council on January 15, 2024.

1. *That the Terra Nova Rural Park Historical Assets Program Plan Guiding Principles as outlined in the staff report titled “Terra Nova Rural Park Historical Assets Program Plan Guiding Principles and Next Steps,” dated November 15, 2023, from the Director, Parks Services, be endorsed; and*
2. *That staff proceed with Phase 2 of the Terra Nova Rural Park Historical Assets Program Plan.*

The purpose of this report is to:

- Provide a project status update;
- Provide an overview of the results of the community engagement process that took place between April 2, 2024, and June 12, 2024; and
- Introduce the proposed programming priorities and draft decision making framework that will be finalized during Phase 3 of the project.

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.

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

1.4 Leverage a variety of approaches to make civic engagement and participation easy and accessible.

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

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

5.2 Support the preservation and enhancement of Richmond’s natural environment.

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

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

6.2 Enhance the City’s network of parks, trails and open spaces.

6.5 Enhance and preserve arts and heritage assets in the community.

Background

The incremental development of Terra Nova Rural Park (the Park) over the past 20 years has been guided by the vision for the Park that was approved by Council in 2004:

To preserve the unique rural character while providing a balance between agricultural heritage, wildlife conservation, and recreational uses.

The Terra Nova Program Plan project is aligned with the vision according to the project objectives:

- To balance additional programming for the assets that are currently underutilized with the existing public usage and ecological values of the Park; and
- To recommend programming priorities for the assets and a decision making framework that will assist staff in evaluating proposed programs relative to the community benefit offered and the capacity of each asset to accommodate new or increased uses.

The development of the Program Plan is comprised of three phases. They are:

Phase 1 (April 2023 to November 2023)

- Background research and site analysis;
- Development of Draft Guiding Principles;
- Guiding Principles Workshop with staff and community partners;
- Preliminary Public Outreach at Richmond Garlic Fest; and
- Council endorsement of the Guiding Principles and next steps.

Phase 2 (January 2024 to September 2025)

- Public engagement, including a Let's Talk Richmond survey and public open houses;
- Analysis of engagement results;
- Development of proposed Programming Priorities and Proposed Decision Making Framework; and
- Report to Council with the results of Phase 2.

We are here

Phase 3 (October 2025 to Q2 2026)

- Consultation with staff, stakeholders and Council Advisory Committees;
- Complete building condition assessments;
- Refine the Programming Priorities and Decision Making Framework; and
- Report to Council with the completed Terra Nova Rural Park Historic Assets Program Plan.

The focus of the Program Plan is on the buildings and landscapes that are essential to the heritage of the Park and also those that have the potential to accommodate increased programming use. The assets included in the Program Plan are identified in the Terra Nova Rural Park Context Map, Attachment 1:

1. Four heritage buildings in the Heritage Precinct; the Parsons House, the Edwardian Cottage, the Cannery Store, and the Mellis House (2640, 2680 and 2840 River Road).
2. Two contemporary buildings on Westminster Highway; the Terra Nova Red Barn (2631 Westminster Highway) and the City-owned house (2380 Westminster Highway).
3. The remnants of the canneries on the river foreshore, the historic landscapes surrounding the heritage buildings, as well as the hedgerows, drainage ditches and fields that outline the historic subdivision of the land which began in the 1890s.

Current Asset Status

The condition of the assets included in the study varies as does their readiness to accommodate potential programs.

Heritage Buildings:

- The Edwardian Cottage: previously restored to an operational state and is currently the only fully programmed heritage building in the Park. Thompson Community Association operates the Terra Nova Nature School from this building;
- The Parsons House: a full condition assessment is required to be completed to determine the exact condition of the building. Any exterior restoration work would follow the Standards and Guidelines for the Conservation of Historic Places in Canada;
- The Cannery Store: the building's exterior was previously restored and its interior received mechanical and electrical service upgrades in 2016. The building is not currently occupied and additional interior finishing is required to make the space ready for use; and
- The Mellis House: a full condition assessment is required to be completed to determine the exact condition of the building. Staff have completed some site work (removal of plant material on and around the building) to minimize further deterioration of the building. Any exterior restoration work would follow the Standards and Guidelines for the Conservation of Historic Places in Canada.

The Parsons and Mellis Houses require additional technical and heritage condition assessments that will be completed this fall and the findings will be brought forward for Council consideration as part of the Phase 3 Heritage Asset Program Plan.

Contemporary Buildings:

- The Terra Nova Red Barn, which has the capacity to accommodate increased programming, is used by the three community partners that operate programs at the Park: the Sharing Farm, Thompson Community Society and Urban Bounty; and
- The house at 2380 Westminster Highway is in its original condition and is not currently occupied. A full condition assessment is required to be completed to determine the exact condition of the building.

For more information about the Heritage and Contemporary Buildings, see Attachment 2.

Cannery Remnants and Agriculture:

- The traces of the former canneries along the riverfront which consist of some remnant piles and a notch in the shoreline. These remnants are quiet reminders of past activities but are not necessarily legible to the community and to park visitors. The history of the canneries is inextricably linked to the settlement to the south, including the buildings of the Heritage Precinct.
- The agricultural fields to the south of the Heritage Precinct are being maintained as old field habitat and so are mowed periodically. The ditches and hedgerows which mark the historic property lines still exist but need rejuvenation in order to contribute to the interpretation of the Heritage Precinct and to improve their ecological function.
- The agricultural remnants of historical orchards, primarily in the vicinity of the Cannery Store and the Mellis House, could also be considered for restoration and interpretation.

Phase 1 Summary

The major milestones of the first phase of the Program Plan were the Council endorsement of the Guiding Principles in January 2024, the completion of the public engagement process from April to June of 2024, and the completion of the Environmental Overview Assessment.

The Council-endorsed Guiding Principles, Attachment 3, are divided into three themes;

1. Park Ecosystems and Uses Are Balanced;
2. Protect, Celebrate and Activate; and
3. Program for Current and Future Generations.

Analysis

Stakeholder and Community Engagement

A variety of community and stakeholder engagement methods were used to develop a shared set of programming priorities. The engagement process consisted of workshops with staff from multiple departments, stakeholder groups currently operating programs at the Park (Urban Bounty, the Sharing Farm, and Thompson Community Association) and advisory committees (Richmond Heritage Commission, the Advisory Committee on the Environment, the Seniors Advisory Committee and the Accessibility Advisory Committee). Two public open houses and a Let's Talk Richmond Survey were also completed.

Engagement Results

The Let's Talk Richmond survey was open for three weeks in April 2024 with a total of 127 surveys completed. The survey included general questions about the Park followed by questions asking respondents to choose the most important guiding principle and about their interests regarding programs.

The three stakeholders currently actively operating programs at Terra Nova (Urban Bounty, the Sharing Farm, and Thompson Community Association) have each indicated their desire to potentially expand their programs through the use of additional indoor and outdoor space.

In April 2024, two public open houses were held. Both were well attended and most attendees had decided to participate as a result of the communications issued by the City or as a result of their connection to the programs already in place.

Consistent throughout the engagement process was the theme of finding balance between additional program activities, protecting the environment and the tranquility of the Park and potential uses of the buildings of the Heritage Precinct. The guiding principle that was chosen as the most important by survey respondents was “Balance the Park’s unique rural character with wildlife, cultural and recreational uses.”

In terms of future programming, the most prominent area of interest was on low impact activities that focused on the Park’s ecology, such as:

- Nature-based education for all ages;
- Workshops for environmental awareness and understanding;
- Trails connecting the historic precinct to the rest of the Park;
- Restoration of heritage buildings and landscape features in keeping with the natural areas of the Park;
- Heritage, landscape and environmental interpretation; and
- Preserving the natural areas and leaving the Park with the experience of wild.

Two other key areas of interest stood out. The first was for more recognition of the Indigenous and Japanese history within the Park site, and for providing expanded cultural and heritage programming. This could include interpretive signage, a storyteller-in-residence, and other opportunities which could be identified through additional collaboration.

The second area of interest focused on the accessibility of the Park which was identified at the open houses, through the survey and from the Advisory Committees of Council. Desired accessibility features included:

- Access through transit;
- Access through park improvements; and
- Access to the historic buildings.

Specific to the buildings in the Heritage Precinct, feedback was received that identified potential future programming opportunities and the best “fit” for each of the existing buildings in the Park. For example, the Cannery Store was identified for a number of activations including retail and food services. The Red Barn was identified for expansion of event bookings and greater utilization of the existing commercial kitchen facilities. Additionally, the Parsons House was identified by several stakeholders as a potential site for the future expansion of the Terra Nova Nature School (in addition to existing programs at the Edwardian Cottage). Staff met with descendants of the Shimano family in August 2025, who indicated a strong desire to see interpretive signage be placed at the Parsons House to recognize the family’s former ownership of the building and the overall Japanese-Canadian history on the site as connected to the former cannery and fishing industry related activities which occurred in the area.

For additional details of the feedback received from the engagement process, see the Terra Nova Historic Assets Program Plan Stakeholder and Community Engagement Results, Attachment 4.

Environmental Overview Assessment

In conjunction with the Program Plan process, an Environmental Overview Assessment has been prepared to identify the ecological values within the study area and to highlight those that may be impacted by increased activity related to programs. The assessment highlights two primary considerations for park programming:

- Protection of natural areas that provide the greatest ecological value; and
- Pursue opportunities to restore high value areas that have been disturbed.

The four following principles to guide future programming while protecting the environment have been identified:

1. Protect the remaining natural areas;
2. Protect and restore vegetated setbacks from ditches;
3. Protect the highest value wildlife habitat areas; and
4. Reduce the spread of invasive plant species.

The natural areas of the Park that are included in the study area are shown in Environmentally Sensitive Areas Map, Attachment 5.

Proposed Programming Priorities

Recommendations for the Park's programming priorities are informed by the community engagement results and findings from the background research. A strong focus on ensuring balance and maintaining the natural environment of the Park, in alignment with the project's Guiding Principles, was a common theme. Should Council approve the recommendations of this report, more specific and refined programming options will be the focus of the final program plan in Phase 3 which will inform the evaluation of programs (e.g., new community partners, community events, leases, building and park space allocation.)

Staff recommend the following priorities for future program consideration:

- Provide programs for all ages to learn about the ecology and natural features of the Park;
- Provide opportunities for enhanced community's knowledge of the Park's history;
- Continue the legacy of food production without negatively impacting natural features;
- Expand programming, which ensures the long-term sustainability of the Park and its buildings and assets, including social, economic and environmental considerations; and
- Expand stewardship and collaborative opportunities, which protect and celebrate the Park.

Proposed Decision Making Framework

A Decision Making Framework is proposed to be utilized when evaluating program proposals for the assignment of heritage building use, expansion of community events, and/or park space to ensure the proposed programming is appropriate for the Park and its heritage and ecological context.

The proposed six questions will be utilized to evaluate program proposals:

1. To what extent does programming balance the activation of the assets with protection of the natural areas and wildlife?
2. To what extent does the programming offer information and understanding of Richmond's rich and complex history while conserving the heritage assets and landscape features?
3. To what extent does the programming offer learning and discovery for all ages?
4. To what extent does the programming recognize and celebrate Richmond's agricultural and community identity?
5. How is the programming suitable for the capacity of the asset?
6. To what extent does the programming help to develop stakeholder engagement and park stewardship?

Programming options that meet the above criteria would then be evaluated and ranked according to the following weighting for each of the criteria:

Criteria	Importance	Weighting
1. Balance between activating and protecting	Very high – 5	100%
2. Heritage information and understanding	Very high – 5	100%
3. Learning and discovery for all ages	High – 4	80%
4. Agricultural and community identity	High – 4	80%
5. Capacity of asset	High – 4	80%
6. Stakeholder engagement and park stewardship	Moderate – 3	60%

Staff propose reviewing the above program evaluation criteria with key stakeholders as part of the Phase 3 engagement process. Feedback will be incorporated into the final draft of the Program Plan. The finalized criteria will assist staff to evaluate new programming proposals received through a future Request for Proposals process. A scoring matrix will be used to evaluate and ensure a fair and defensible asset allocation process.

Next Steps

Should Council approve the Proposed Programming Priorities and the Decision Making Framework as outlined in this report, the project will proceed to Phase 3. Immediate steps will include additional technical and heritage condition assessments of Parsons and Mellis Houses.

Phase 3 of the project will include follow-up consultation with staff, expanded and targeted partners (for example, local First Nations and Japanese Canadian families) and two advisory committees (the Heritage Commission and the Advisory Committee on the Environment) to review the findings of the engagement process and confirm the Programming Priorities and the Decision Making Framework.

The final Phase 3 report, the Terra Nova Heritage Assets Program Plan, will then be prepared to include the following recommendations and topics for Council consideration:

- The final Program Plan and Decision Making Framework;
- Condition assessments and recommendations for future restoration of three buildings;
- Matching programming with the appropriate facility and/or park space; and
- Specific programming recommendations for the landscape and built assets.

While the Program Plan will indicate which built asset matches most appropriately with any of the potential program uses, full technical assessments and capital building restoration requirements will be the subject of further study and reports to Council as per the Capital Building Process.

The final Phase 3 report will be presented for Council consideration in early 2026.

Financial Impact

None.

Conclusion

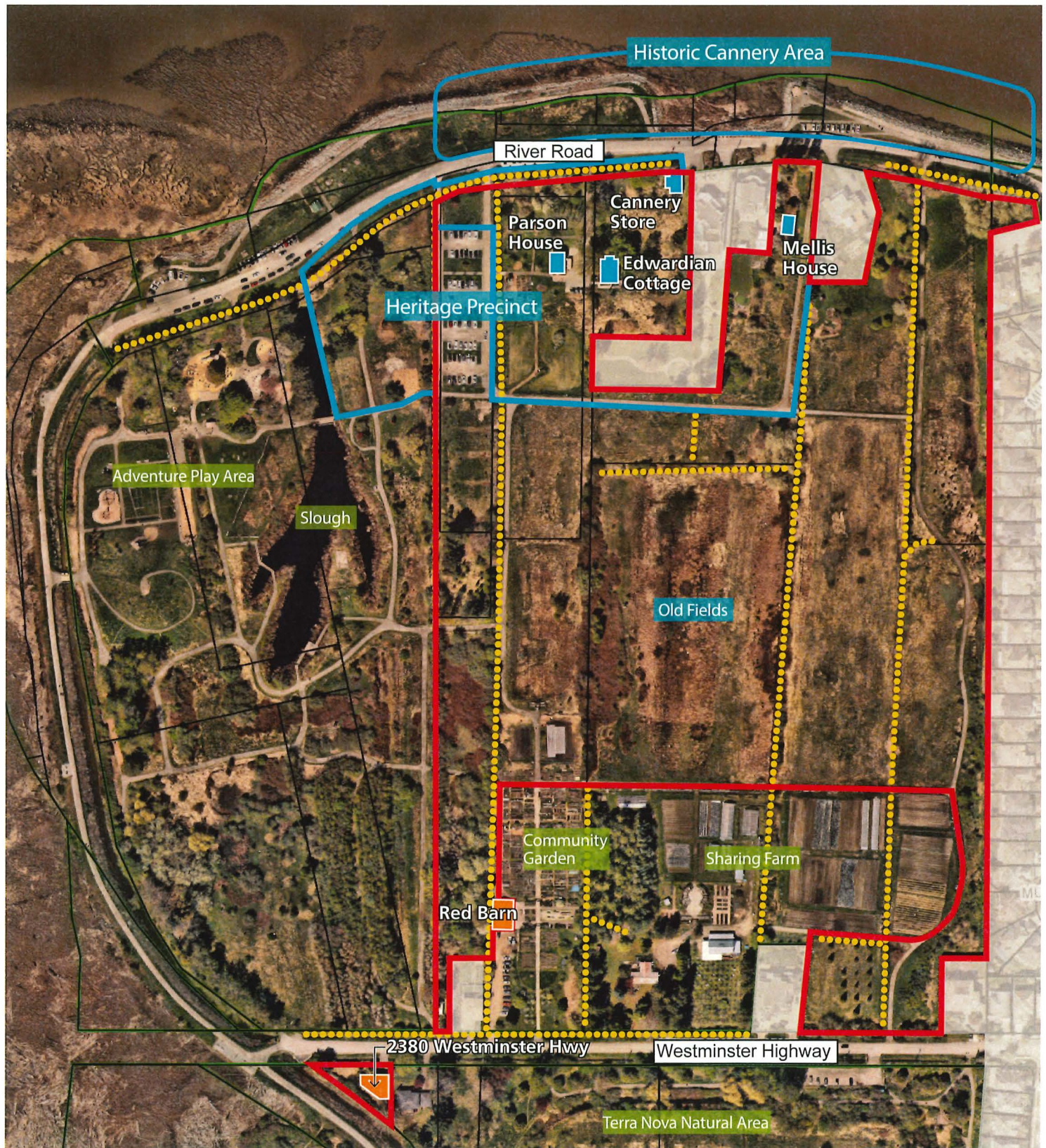
It is recommended that Council approve the proposed Programming Priorities and the Proposed Decision Making Framework, and that staff proceed with the next steps included in Phase 3 of the project. The stakeholder and community engagement process that was conducted in the spring of 2024 confirmed that there is support for increased programming of the heritage and under-utilized assets in the Park and that the community highly values the Park's natural environment. Defined programming priorities and a process for evaluating future proposed programs is intended to allow activation of the heritage and under-utilized assets while maintaining the balance that the community desires.



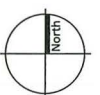
Alexander Kurnicki
Manager, Parks Programs
(604-276-4099)

- Att. 1: Terra Nova Rural Park Context Map
2: Heritage and Contemporary Buildings
3: Guiding Principles
4: Terra Nova Historic Assets Program Plan Stakeholder and Community Engagement Results
5: Environmentally Sensitive Areas Map

Terra Nova Rural Park Context Map



- Study Area
- Heritage Assets
- Non-Heritage Assets
- Historic Hedgerows and Ditches



Heritage and Contemporary Buildings

Heritage Buildings

There are a variety of heritage buildings that tell the stories of the people who shaped the land at Terra Nova Rural Park. These buildings are under consideration to potentially be used for public programs:



Parsons House (2640 River Road)

The Parsons House dates from the early 1890s and is one of the older buildings remaining in the city. A rare example of Queen Anne Revival style, it was built on one of the original eight lots when Terra Nova was first settled. The exterior of the building was restored in 2007.



Edwardian Cottage (2680 River Road)

The Edwardian Cottage was constructed around 1905 and is significant as a simple, cottage-style building, unique to both the Terra Nova settlement and to Richmond. It has been completely restored and is currently programmed by Thompson Community Association for a full-time, nature-based preschool and after school care programs.



Cannery Store (2760 River Road)

The Cannery Store, constructed around 1897, was part of the Terra Nova cannery complex and was the cannery's office and company store. The building was restored in 2014 with some modifications to prepare it for public use.



Mellis House (2840 River Road)

The Mellis House, also known as Cold Comfort Farm, was constructed in 1891 and may be one of the first houses built by the Terra Nova settlers. It has an unusual combination of architectural style elements reflecting the owner's roots in Nova Scotia.

Non-heritage Buildings (Contemporary)

In addition to the buildings within the Heritage Precinct, two other contemporary buildings fall within Terra Nova and have been included in the Program Plan to consider their potential for future use. These include:



Terra Nova Red Barn (2631 Westminster Highway)

The Terra Nova Red Barn is a modern structure of approximately 1,000 sq. ft. (305 m²). Half of the building is a multipurpose room space that can be used for workshops, classes or other events. The other half of the building is a commercial-grade kitchen.



City-Owned Home (2380 Westminster Highway)

2380 Westminister Highway is a residential house that was built in 1983. It is 2,200 sq. ft (204 m²). The house is within the Terra Nova Natural Area and has views across the dike to the Sturgeon Banks.

Guiding Principles

Richmond City Council has endorsed these guiding principles which will be used guide decision making about future uses and interpretive programs:

Park Ecosystem and Uses Are Balanced

1. Balance the park's unique rural character with wildlife, cultural and recreational uses.
2. Activate and interpret the park to minimize impacts to natural areas while maximizing the potential of active and passive recreation zones.

Protect, Celebrate and Activate

1. Bring natural and cultural heritage to life through active engagement, education and interpretation.
2. Protect the heritage values of historical assets while minimizing changes to the character and heritage defining elements.
3. Celebrate Terra Nova's significance as a key component of Richmond's Ecological Network, the Fraser River Estuary and the Pacific Flyway.

Program For Current and Future Generations

1. Program sustainably to preserve the site for future generations.
2. Recognize the impact of climate change and adaptation when programming the site and its impacts to the site's ecology.
3. Support and enhance the site's role in addressing food security and local food production in Richmond.

Terra Nova Historic Assets Program Plan Stakeholder and Community Engagement Results

Stakeholder and community engagement was conducted in several ways over the course of Phase 1 of the project. The following is an overview of the results.

1. Staff Workshop

The workshop was attended by 15 City staff from Parks Operations, Parks Programming, Parks Planning, Museum and Heritage Services, Heritage Planning, Arts Services, Transportation Planning and Recreation Services and Community Social Development.

Overarching considerations:

- Consider activity levels for the different areas of Terra Nova Rural Park (the Park) e.g., natural areas would have low activity, agricultural heritage areas could have moderate activity, and recreation areas could have high activity.
- Ensure that future programming would complement or at least not conflict with current park uses including protecting the natural experience of the Park with the goal of not “loving the park to death.”

Specific programming ideas:

- Indigenous programming and reconciliation;
- Child care with consideration of impacts to environmentally-sensitive areas;
- Increased opportunities for food security;
- Nature Interpretation;
- Interpretive signage and wayfinding;
- Bird watching amenities (birding blinds);
- Slough and fish habitat restoration and education;
- Art and photography studio, and public art displays;
- Concession stand;
- Public washrooms;
- Interpretive Centre;
- Indigenous ceremony space;
- Climate adaptive plantings; and
- Bird and bat monitoring programs.

2. Stakeholder consultation sessions

Individual consultation sessions were held with each of the three non-profits currently offering programs at the Park: Urban Bounty, the Sharing Farm and Thompson Community Association. They each expressed an interest in additional space at the park in order to expand their programs.

Urban Bounty programming ideas:

- Moving away from the colonial perspective to integrate more Indigenous and Japanese history of the site
- “Amplify and protect” – give the park a bigger presence but protect its unique character
- More active use of the Cannery Store
- Promoting diversity, equity and inclusion through programming at the Red Barn

Sharing Farm programming ideas:

- On-site farm manager's residence in a City-owned building
- The Sharing Farm as a site of learning and research about sustainable agriculture
- A sign on Westminster Highway for the Sharing Farm's entrance
- Acknowledgement and signage associated with Musqueam Nation
- The Cannery Store for the sales of farm produce

Thompson Community Association (Terra Nova Nature School) programming ideas:

- A full-day child care for children 3–5
- Shower facilities for the biking community
- More storage space
- Signage and explanations of how the areas are currently used
- Information on the history of the buildings and stories behind them

3. Advisory Committee meetings

The staff and consultant team attended four Advisory Committee meetings to receive input from their particular areas of interest and expertise.

Accessibility Advisory Committee

- Emphasized the need to consider all types of barriers including, but not limited to mobility-related barriers.
- Recommended the project team incorporate accessibility considerations into the project, including an accessibility audit and accessible wayfinding elements.

Advisory Committee on the Environment

- Terra Nova can offer access to heritage that is less busy and programmed than other historical sites such as Britannia Shipyards and London Farm.
- Programming could be influenced by the seasons, such as bird migrations or agricultural activities.
- There was a strong interest in recognizing First Nations' ties to the site and incorporating Indigenous place names.
- Some members mentioned an interest in bringing forward personal histories and stories tied to the park.
- The Committee also noted how future programming can consider the park adapting to the impacts of climate change.
- The park could be more accessible through public transit which is currently determined by TransLink routing and schedules.

Seniors Advisory Committee

- The importance of First Nations stories was raised and it was suggested that more information be provided about the Indigenous history of the park site in addition to the settler history.

- Identified park improvements that can make the site more welcoming to seniors, such as seating throughout the park, accessible and connected pathways, and more public washrooms.
- It was suggested that Terra Nova has important natural features which distinguish it from other heritage sites such as Steveston, and that it is important to protect the tranquility of the park.

Heritage Commission

- Members indicated an interest in a greater understanding of the complex history of the Park including the Japanese-Canadian and the Indigenous relationships to the place.
- There was interest in ensuring the natural experience of the Park is not compromised by future park programming.
- There was discussion regarding an opportunity to relocate the Mellis House which is situated between two large private residences. Given the condition of the Mellis House it was suggested that moving it is not likely an option.
- A final comment was made that the Park is a unique place and it is amazing that it has been kept intact to the degree that it has.

4. Open Houses

Two open houses were held, one at Thompson Community Centre and the other at the Terra Nova Red Barn. Feedback was collected on site through conversations with staff and consultants, as well as participants placing dots and post-it notes on information boards to identify areas of interest. Participants also had the opportunity to complete hard copy surveys.

The common themes from the two open houses were:

- Offer more education and environmental programming;
- Connect and improve trails;
- Provide interpretive signage about the wildlife and natural areas;
- Include interpretive signage about the heritage of the site;
- Add Indigenous storytelling throughout the site;
- Increase public amenities including bike parking, picnic areas, benches and waste receptacles;
- Provide programming and/or signage along the north waterfront walk to connect visitors with the heritage of the Park; and
- Recognize the importance of birding in the park and migrating birds along the Pacific Flyway.

The dots on the outreach boards indicated the most “popular” programming and site improvements were:

1. Nature-based education
2. Artist/storyteller in Residence
3. Heritage Interpretation
4. Public events/festivals
5. Food concession

5. Lets Talk Richmond Survey

There were 197 respondents to the survey which included six multiple choice questions about the Park's programming with opportunities to provide open-ended feedback. The top three responses (or four where the fourth has a similar response rate) are shown below with the number of responses in brackets.

Question 1: I visit the following areas in Terra Nova Rural Park:

1. Natural areas to the north of Westminster Highway (163)
2. Natural area to the south of Westminster Highway (137)
3. Community garden (102)
4. Adventure Play Environment (102)

Question 2: The aspects of Terra Nova Rural Park I most value are:

1. Trails (108)
2. Wildlife habitat (82)
3. Waterfront/Fraser River (78)

Question 3: I feel the most important Guiding Principles are:

1. Balance the park's unique rural character with wildlife, cultural and recreational uses" (135)
2. Protect the heritage values of historical assets while minimizing changes to character defining elements (81)
3. Support and enhance the site's role in addressing food security and local food production in Richmond (56)

Question 4: I would like to see the following possible types of programs offered in Terra Nova Rural Park:

1. Recreation and nature-based education programming for all ages (134)
2. Workshops for environmental awareness and understanding (98)
3. Heritage interpretation programs (80)

Question 5: I would like to see the following programs offered for the Historic Landscapes:

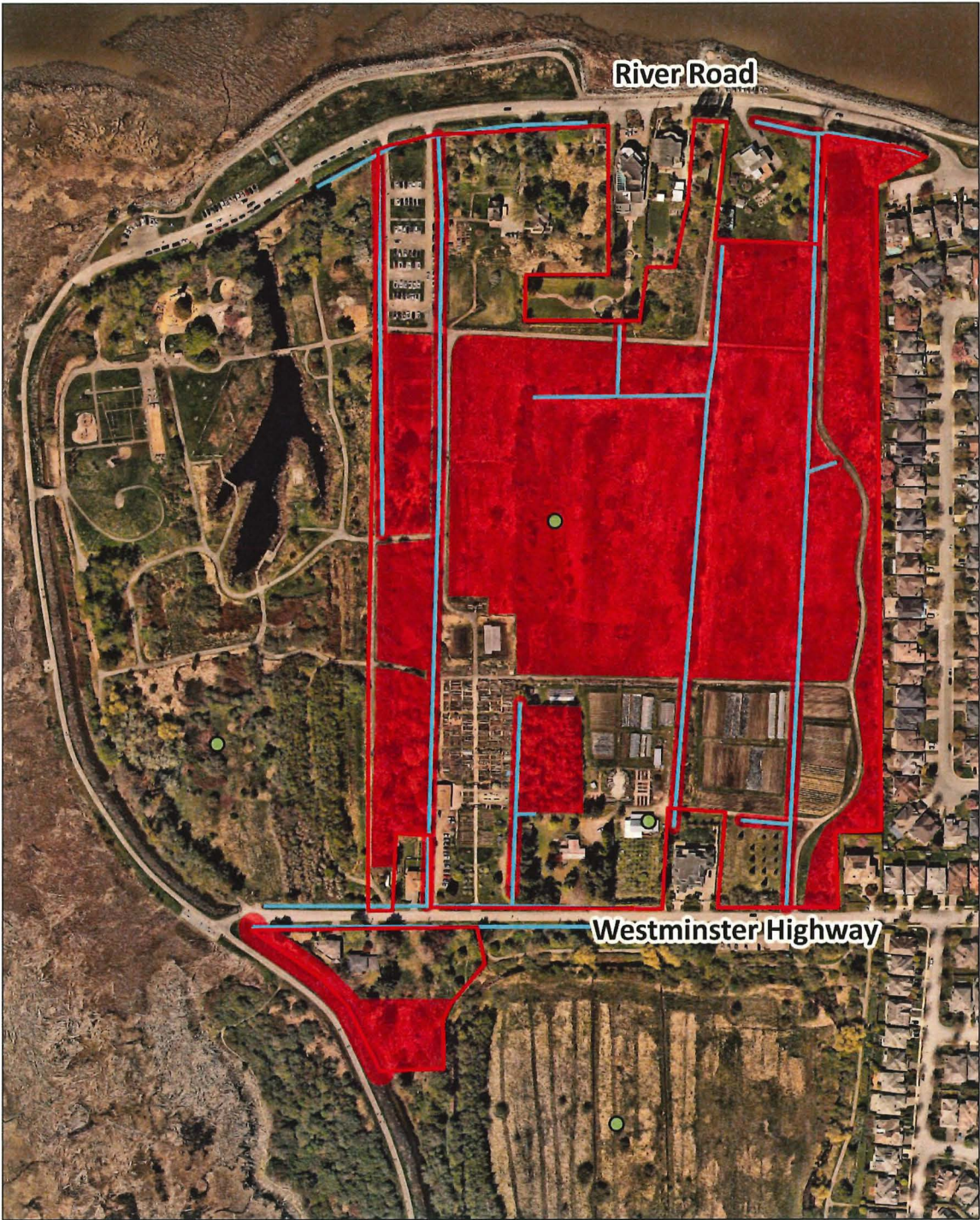
1. Restoration of landscape features (e.g. homestead sites, hedgerows) (134)
2. Interpretive signage (108)
3. Walking tours (99)

Question 6: I would like to see the following additional features included at Terra Nova Rural Park:

1. Trails connecting the heritage buildings to the rest of the park (128)
2. Informational signage about the natural features (120)
3. Birdwatching areas (78)
4. Interpretation of the cultural landscapes (76)

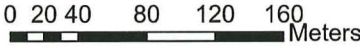
Question 7: I have the following additional comments about future programming at Terra Nova Rural Park:

1. The greatest number of comments (25) referred to preserving the natural areas and leaving the park with the experience of nature.
2. Restoration and use of heritage buildings was the second most common comment (13), and with survey respondents indicating a desire to see the buildings restored and used in keeping with the natural areas of the park.
3. There were eleven (11) comments about expanding the nature-based preschool or potentially adding child care. Complementing this were five (5) comments about providing educational opportunities for school aged children and adults.



Terra Nova Rural Park, Richmond

Map Produced: 2024-09-13
Aerial Photograph: 2023
Locations are approximate



Legend

- Study Area
- Owl Box
- Ditches

Environmentally Sensitive Areas

PRCS – 35





City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services
Committee

Date: August 14, 2025

From: Todd Gross
Director, Parks Services

File: 06-2345-20-ILAN1/Vol 01

Re: Wharves Regulation Bylaw No. 10182 Amendments

Staff Recommendations

1. That Wharves Bylaw No. 10182, Amendment Bylaw No. 10698, be introduced and given first, second and third readings; and
2. That Consolidated Fees Bylaw No. 8366, Amendment Bylaw No. 10699, be introduced and given first, second and third readings.

Todd Gross
Director, Parks Services
(604-247-4942)

Att. 3

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Community Bylaws	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This report introduces a proposed amendment to the Wharves Regulation Bylaw No. 10182 (the Bylaw) and the Consolidated Fees Bylaw No. 8366 to include additional language to permit the City to charge a Commercial Vessel Docking and Service Fee at Imperial Landing, which will replace the current cost recovery model.

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.

This report supports Council's Strategic Plan 2022–2026 Focus Area #4 Responsible Financial Management and Governance:

Responsible financial management and efficient use of public resources to meet the needs of the community.

Background

The Bylaw was adopted by Council in July 2023 to effectively manage activities on the waterfront (Attachment 1). The Bylaw only applies to City water lots, with its primary application being applied to regulating activities at the Imperial Landing dock. Usage of the dock is shared between pay for stay transient moorage for pleasure craft and recreational fishing activities. Presently, moorage of a vessel that is being used for business or commercial services (commercial vessels) at a City wharf is prohibited, unless otherwise approved by the General Manager (GM) of Parks, Recreation and Culture. As per Part 6 of the Bylaw, the GM is given authority to approve the temporary use of a facility for commercial use.

Analysis

Commercial Vessels at Imperial Landing

Imperial Landing is designated by Transport Canada as an occasional-use marine facility, which permits the visit of commercial vessels to recreational docking facilities for up to 10 visits per year and a maximum of 100 passengers (excluding the ship's crew) per vessel. To ensure the City's compliance with applicable Transport Canada's marine regulations, the City must have a certified Marine Facility Safety Officer (MFSO) staff person on site to oversee any commercial vessel use.

Under the current Bylaw process, the City allows National Geographic (NG) Society vessels to dock at Imperial Landing (Attachment 2) for the purposes of entering Canadian waters in the spring and re-positioning to the United States in the fall. The vessel and crew clear customs and border control (Canada Border Services Agency) and receive the necessary inspections (e.g., Health Canada) when entering Canada.

The NG Society operates two Merchant Vessels and are operated on a for-profit basis (Attachment 3). Imperial Landing is the only facility in British Columbia's south-coast region (including those facilities operated by the Steveston Harbour Authority) available to accommodate NG's vessels. This is based on the vessels' size, number of passengers, and servicing requirements, as well as Imperial Landing's proximity to YVR and marine facility designation.

The City charges a fee for each NG vessel docking event at Imperial Landing. The current fee structure is based on a cost recovery model to recoup the direct, event-related costs, including staff time, materials and equipment. Services provided by the City include erecting fencing and signage to secure the dock, providing site security and control, temporary reserved parking, bylaw enforcement and towing (as necessary).

Recommended Bylaw Amendment

In an effort to improve customer service, diversify use, enhance economic cost recovery and provide a more thorough and inclusive price structure staff recommend the introduction of a Commercial Vessel Docking and Service Fee at Imperial Landing. This new fee is inclusive of all direct costs associated with commercial use, including staff training and recertification fees (related to compliance with Transport Canada regulations), administrative costs, staff time (for coordination and planning leading up to and following each docking event), allowance for the ongoing repair and maintenance of dock infrastructure (at Imperial Landing) and an allowance to call upon 24-hour emergency marine towing services.

A bylaw amendment is required to permit the City to charge NG and other commercial vessels a fee based on the above cost analysis and remove the current requirement of gaining the GM's approval to moor a commercial vessel at a City wharf, as per Section 3.2 of the Bylaw.

Staff recommend that the Commercial Vessel Docking and Service Fee be allocated based on the vessel's official total length (Length Overall) in feet for each 24-hour period the vessel is moored at Imperial Landing (\$36.25 per lineal foot). A non-refundable deposit is due 60 days prior to the vessel operator notifying the City of their intended date to dock at Imperial Landing.

Staff have been in correspondence with NG (and their shipping agent) regarding the City's intention to alter the docking fee structure. Feedback indicated their understanding for the City's direction and recognition of the benefit to them regarding a firm cost for each docking event as well as a more timely process by the City.

Financial Impact

Based on a projected four visits per year, the proposed fee will generate an estimated \$10,000 to \$12,000 annual net revenue.

Conclusion

For over a decade, the City has facilitated occasional commercial use by NG at Imperial Landing as part of the City's waterfront activation strategy. The temporary accommodation of these vessels diversifies the use of the City's waterfront and benefits the community by generating significant interest from local residents and the boating community. These benefits align with the objectives of the City's Waterfront Strategy.

Cost certainty provided through the proposed Commercial Vessel Docking and Service Fee will expand the opportunities for other potential commercial vessel operators to dock at this facility, thus further animating the City's waterfront. The new Commercial Vessel Docking and Service Fee will provide funds for the City to adequately cover the costs to maintain Imperial Landing and to continue to provide a high level of service and safety to the public.



Alexander Kurnicki
Manager, Parks Programs
(604-276-4099)

- Att. 1. Wharves Regulation Bylaw No. 10182
2. Commercial Vessel Imperial Landing Site Plan
3. National Geographic Vessels – MV Sea Lion and MV Sea Bird



CITY OF RICHMOND

WHARVES REGULATION

BYLAW NO. 10182

DATE OF ADOPTION – July 24, 2023

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

AMENDMENT BYLAW

DATE OF ADOPTION

EFFECTIVE DATE

(If different from Date of Adoption)

Bylaw No. 10605

December 18, 2024

WHARVES REGULATION

BYLAW NO. 10182

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CITY OF RICHMOND

**WHARVES REGULATION
BYLAW NO. 10182**

The Council of the City of Richmond enacts as follows:

PART ONE: GENERAL

1.1 Application

1.1.1 The prohibitions in this bylaw do not apply to:

- (a) any **City** officer or employee in the performance of their lawful duties;
- (b) any **City** agent, contractor or volunteer, working under the supervision of a **City** officer or employee, in the performance of their lawful duties at the **City's** request;
- (c) a **police officer** in the performance of their lawful duties;
- (d) a **provincial officer** in the performance of their lawful duties; or
- (e) a **federal officer** in the performance of their lawful duties.

PART TWO: PROHIBITED ACTIVITIES

2.1 General – Prohibitions

2.1.1 A person or organization must not:

- (a) conduct themselves in a disorderly or offensive manner;
- (b) behave in a manner that endangers themselves;
- (c) harass, disturb, frighten, endanger or injure any other person;
- (d) interfere with or obstruct the lawful use and enjoyment of any **wharf** or **waterlot area** by any other person;
- (e) interfere with, obstruct, impede, hinder or prevent:
 - (i) any **City** officer or employee in the performance of their lawful duties;
 - (ii) any **City** agent, contractor or volunteer in the performance of their lawful duties at the **City's** request; or

- (f) violate any law, statute, bylaw, rule, regulation, notice or order of the **City**, the Province or the Federal government, including without limitation the BC Fire Code;

at any **wharf** or in any **waterlot area**.

2.2 Fishing – Prohibitions

2.2.1 A person or organization must not:

- (a) engage in any fishing, crabbing or catching of **marine life** at, on or off of a **wharf** for non-commercial purposes, unless:
 - (i) in an area specifically designated by signage that such activity is permitted; and
 - (ii) that person or organization holds a valid licence to engage in such activity; or
- (b) engage in commercial fishing, crabbing or catching of **marine life** at, on or off of a **wharf** even if the person or organization holds a commercial fishing, crabbing or other applicable licence.

2.3 Wharf and Vessel Activities – Prohibitions

2.3.1 A person or organization must not:

- (a) **abandon a vessel** at a **wharf** or in a **waterlot area**;
- (b) **abandon or moor a wreck** at a **wharf** or in a **waterlot area**;
- (c) anchor a **wreck** in a **waterlot area**;
- (d) permit a **vessel** to exist in a **dilapidated**, derelict, unseaworthy or unsafe condition while in a **waterlot area** or **moored** at a **wharf**;
- (e) **moor a vessel** at a **wharf** and secure it by the use of a lock or otherwise in a manner that prevents any **police officer**, the **Fire Chief**, a **fire rescue member**, a **bylaw enforcement officer**, a **wharf attendant**, the **General Manager, Community Services**, a **federal officer**, or a **moorage enforcement agent** from relocating the **vessel**;
- (f) **moor a vessel** at a **wharf** in such a manner as to unduly obstruct the movement of other **vessels**;
- (g) **moor a vessel** at a **wharf** with lines or cables across the **wharf**, or to anything other than the fastenings provided for the purpose of **moorage**, or in any way that poses a danger to other **vessels** or the public;
- (h) impede the passage or safe passage of a **vessel** in a **waterlot area**;

- (i) **moor** a **vessel** anywhere at a **wharf** in contravention of a sign indicating that **moorage** is prohibited or restricted;
- (j) light or operate a generator, open flame or wood stove, camp stove or barbeque, or a natural gas or propane fuelled appliance on a **wharf**, or expose a **wharf** to such device or impact at any time;
- (k) permit the escape of electrical currents from a **vessel**;
- (l) dump or dispose of the following onto a **wharf** or in a **waterlot area**:
 - (i) waste, unless it is into an authorized receptacle;
 - (ii) fuel, or black or gray water; or
 - (iii) **Pollutants**;
- (m) clean fish or dispose of fish parts or offal at, on or off of a **wharf** or **waterlot area**;
- (n) use paints, solvents, chemical paint removers, spray paint, abrasive paint remover, hull cleaning products, pressure washers, or other materials toxic to **marine life, animals** or humans, or do any sanding, on a **wharf**, or onboard a **vessel** while alongside a **wharf** or in a **waterlot area**;
- (o) **moor** a **vessel** carrying **dangerous goods** or **explosives** at a **wharf**;
- (p) store, treat, generate, transport, process, handle, produce or dispose of any **dangerous goods, explosives, fireworks** or hazardous or contaminated materials or substances at or on a **wharf** or **waterlot area**;
- (q) drive, operate, ride, **stop, park** or leave a **vehicle**, trailer, golf cart/buggy, moped, scooter, bicycle, skateboard, skates, rollerblades, ridden or herded **animal** or other mode of transportation, regardless of motive power, on a **wharf**;
- (r) **moor** a **vessel** at a **wharf**, or otherwise use a **wharf** or **waterlot area**, in contravention of any of the provisions of this bylaw; or
- (s) **raft** a **vessel** in a **waterlot area**.

2.3.2 The provisions of Section 2.3.1(q) do not apply to any single-person-use transport, such as a wheelchair or scooter, required by a person with a disability for mobility-assistance purposes.

PART THREE: PROHIBITED ACTIVITIES – EXCEPT WITH WRITTEN AUTHORIZATION

3.1 Infrastructure and Surrounding Areas – Prohibited Activities Requiring Authorization

3.1.1 A person or organization must not undertake any of the following activities at a **wharf** or in a **waterlot area** without first receiving written authorization under the provisions of Part Six:

- (a) cut, break, injure, damage, deface, destroy, remove, alter, misuse, abuse or interfere with any pavilion, building, structure, wall, fence, railing, sign, notice, seat, bench, equipment, landscaping, post, pole, memorial, sculpture, fire and life safety equipment, ornament or object of any kind;
- (b) install, erect, construct or build a tent, shelter, pavilion, building, structure, wall, fence, railing, sign, notice, seat, bench, post, pole, sculpture, ornament or object of any kind; or
- (c) deposit or remove topsoil, sand, wood, rock or other material.

3.1.2 In the event that an obstruction, article or object is placed at a **wharf** or in a **waterlot area** contrary to Section 3.1.1, the **General Manager, Community Services** is authorized:

- (a) to remove or cause to be removed any such obstruction, article or thing at the violator's expense; and
- (b) to do every lawful act required to have any such removal be completed in the shortest possible time.

3.2 Commercial Activity – Prohibited Activities Requiring Authorization

3.2.1 A person or organization must not undertake any of the following activities at any **wharf** or **waterlot area** unless that person or organization is in compliance with *Business Regulation Bylaw No. 7538*, as amended or replaced from time to time, and has received prior written authorization under the provisions of Part Six:

- (a) sell or expose for sale any refreshment, food (including **marine life**), good, article or thing;
- (b) offer any service or private instruction for a fee or other form of compensation;
- (c) solicit funds or any type of goods or services;
- (d) post, paint or affix any advertising or promotional material of a commercial nature, including but not limited to bills, flyers, posters, pictures, banners, flags, pamphlets, cards, signs, products or merchandise on a pavilion, building, structure, wall, fence, railing, sign, seat, bench, tree, shrub, landscaping, post, pole, sculpture, ornament or object of any kind;

- (e) distribute or deliver any advertising or promotional material of a commercial nature, including but not limited to bills, flyers, posters, pictures, flags, pamphlets, cards, signs, products or merchandise;
 - (f) install, erect, construct or build a display for advertising or promotional purposes;
 - (g) **moor** a **vessel** that is being used for business or commercial services at a **wharf**; or
 - (h) drive, operate, **stop**, **park**, **moor**, or leave a **vehicle**, **vessel**, golf cart/buggy, moped, scooter, bicycle, skateboard, skates, rollerblades, ridden or herded **animal** or other mode of transportation for the specific purpose of displaying or broadcasting advertisements or promotional messages of a commercial nature, by way of the **vehicle**, **vessel** or transportation mode's interior, exterior or equipment.
- 3.2.2 If a person or organization is authorized under Part Six to undertake any of the activities listed in Section 3.2.1, that person or organization shall be responsible for:
- (a) cleaning and removing any waste or debris resulting from such activity;
 - (b) restoring the area or site to its former state;
 - (c) arranging liability insurance coverage satisfactory to the **Risk Manager** which names the City as an additional insured, with no liability to the City for the premium or deductible; and
 - (d) indemnifying the **City** with respect to any third party claims which may be advanced arising from such activity.
- 3.2.3 In the event that a person or organization posts, distributes, places or leaves any obstruction, article or thing at any **wharf** or **waterlot area** contrary to Sections 3.2.1 or 3.2.2, the **General Manager, Community Services** is authorized:
- (a) to clean, remove or cause to be cleaned or removed any such obstruction, article or thing at the violator's expense; and
 - (b) to do every lawful act required to have any such removal or clean-up be completed in the shortest possible time.

3.3 Events – Prohibited Activities Requiring Authorization

- 3.3.1 A person or organization must not undertake any of the following activities at any **wharf** or **waterlot area** without first receiving written authorization under the provisions of Part Six:
- (a) fire or explode any combustible or other **explosive** material, including but not limited to **fireworks**;

- (b) **moor** a **vessel** carrying **fireworks**;
- (c) operate an amplifying system or loud speaker;
- (d) hold a tournament, series of games or competition; or
- (e) hold or participate in a procession, parade, march, drill, demonstration, rally, performance, play, ceremony, concert, meeting or other gathering, excluding family or social gatherings not exceeding 50 persons.

3.4 Hours of Wharf Closures

3.4.1 A person must not enter or remain at any **wharf** between the hours of 11:00 p.m. and 5:00 a.m., or as otherwise posted, except:

- (a) to access a **vessel** which is **moored** with permission under this Bylaw at such **wharf**; or
- (b) as specified in a written authorization under the provisions of Part Six.

3.5 Wharf and Vessel Activities – Prohibited Activities Requiring Authorization

3.5.1 A person or organization must not undertake any of the following activities without first receiving written authorization under the provisions of Part Six:

- (a) **moor** a **vessel** at any **wharf** other than those listed in Schedule A of this bylaw;
- (b) anchor a **vessel** in a **waterlot area** surrounding a **wharf**;
- (c) use any **vessel moored** at a **wharf** or in a **waterlot area** for **live-aboard** activity;
- (d) build upon or place any structure on a **wharf**, or alter any infrastructure at a **wharf** (including, without limitation, electrical boxes);
- (e) store any items on a **wharf**;
- (f) use the surface of a **wharf** for any maintenance or repair work; or
- (g) conduct any repair, maintenance or restoration work on a **vessel** while it is **moored** at a **wharf** or in a **waterlot area**.

PART FOUR: MOORAGE REGULATIONS

4.1 Moorage Fee

4.1.1 Subject to sections 4.1.5 and 4.2, a person or organization may only **moor** a **vessel** at a **wharf** listed in Schedule A if:

- (a) the required payment has been inserted and a **moorage receipt** obtained from a **vessel moorage meter**;
- (b) the **moorage receipt** has been:
 - (i) placed inside the window of the **vessel** which faces the **wharf**, such that the writing on the face of the **moorage receipt** is clearly visible from outside the **vessel** on the **wharf**-side showing the amount paid, time and date purchased and expiry time and date; or
 - (ii) secured to the **vessel** in such manner that it is protected from the elements and readily found and visible from outside the **vessel** on the **wharf**-side showing the amount paid, time and date purchased and expiry time and date, if the moorage receipt cannot be placed inside a window of the vessel in accordance with subsection (i) above;
- (c) the time period for which a fee has been paid, as indicated on the **moorage receipt** issued by the **vessel moorage meter** and displayed in accordance with subsection (b) above, has not expired; and
- (d) the **moored vessel's**:
 - (i) name, registration, licence or hull serial number; and
 - (ii) an emergency contact name and telephone number

are clearly posted on the **vessel** in such a manner that they are protected from the elements and readily found and visible from outside the **vessel** on the **wharf**-side.

4.1.2 The fees payable for **moorage** at a **wharf** listed in Schedule A are set out in the *Consolidated Fees Bylaw No. 8636*, as amended or replaced from time to time, and are based on the **length** of the **vessel** and the time period for **moorage**.

4.1.3 A person must not insert a slug or any object other than an accepted form of payment into any **vessel moorage meter**.

4.1.4 By **mooring** a **vessel** at a **wharf**, the **owner** of the **vessel** agrees that should the **vessel** leave the **wharf** or **waterlot area** without paying all fees (and fines), the **City** retains a lien against the **vessel** for all outstanding amounts.

4.1.5 Section 4.1.1 does not apply to the **moorage** of a kayak, canoe, non-motorized rowboat or stand up paddle board.

4.2 Moorage Regulations

4.2.1 Unless a person has received prior written authorization under the provisions of Part Six, a person or organization must not **moor** a **vessel** at a particular **wharf** listed in Schedule A for more than three (3) consecutive days within a fourteen (14) day period.

4.2.2 Any vessel moored at a **wharf** listed in Schedule A must carry at least \$2 million in marine liability insurance including coverage for **wreck** removal as well as remediation expenses resulting from any sudden and accidental pollution which may be arising out of any actual, alleged, potential or threatened spillage, release, escape, discharge, emission, seepage, leakage, migration, disposal or dumping, dispersal, or presence of **pollutants**.

4.2.3 An **owner** of a **vessel moored** at a **wharf** must provide proof of insurance for the **vessel**, and proof of ownership for the **vessel**, within two (2) days of request by the **City**.

4.2.4 The Wharf Procedures and Regulations, contained in Schedule B of this bylaw, apply to all **wharves**. It is an offence under this bylaw for any person using any of the **wharves** to fail to adhere to the Wharf Procedures and Regulations contained in Schedule B of this bylaw.

4.2.5 The **General Manager, Community Services** may restrict **moorage** at any **wharf** for special events or for pre-booked **moorage** approved by the **General Manager, Community Services**.

4.2.6 A **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**, may:

- (a) prohibit a person from **mooring** a **vessel** at a **wharf** where there are unpaid fees or fines in respect of that **vessel** or in respect of a different **vessel** owned or operated by that person, until such time as all such unpaid fees and fines have been paid in full to the **City**;
- (b) order a person or organization who does anything contrary to this bylaw to leave a **wharf** or **waterlot area** immediately, or within a period of time specified by a **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**, and every person or organization so ordered shall comply with the order and leave the **wharf** or **waterlot area** immediately or within the period of time specified;

- (c) order a person or organization to remove a **vessel** from a **wharf** or **waterlot area** immediately, or within a period of time specified by a **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**, and every person or organization so ordered shall comply with the order and remove their **vessel** immediately or within the period of time specified;
- (d) direct a person or organization on the position, time, place and manner in which a **vessel** may be **moored**, loaded, or unloaded at a **wharf**, and every person or organization so directed shall comply with such directions, without any liability to such **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**, resulting from their direction, even if caused by their negligence; and
- (e) permit, regulate or prohibit access to power and water at any **wharf**.

4.2.7 While on a **wharf** or a **vessel moored** to a **wharf** or in a **waterlot area**, a person or organization shall, at the request of a **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**, state correctly their name and the contact details for the **owner** of the **vessel** if that person is not also the **owner**.

4.2.8 Any person using a **wharf** or **waterlot area** does so at their own risk and is solely responsible for any losses, injuries, claims or actions which may result to them, their passengers, their property or the **vessel**.

4.3 Removal of a Vessel

4.3.1 Where a **vessel**, chattel or obstruction is left **moored** to a **wharf**, anchored in a **waterlot area**, or otherwise obstructs a **wharf** or **waterlot area**, in violation of the provisions of Part Two, Part Three, Part Four, or Part Five, or is left at a **wharf** or in a **waterlot area** in a position that could cause or causes it to interfere with emergency **vessels**, a City **vessel** or a **vessel** hired by the City to be used in connection with maintenance or repairs, a **police officer, Fire Chief, fire rescue member, federal officer, wharf attendant, bylaw enforcement officer, the General Manager, Community Services, or moorage enforcement agent**, may:

- (a) move or cause the **vessel**, chattel or obstruction to be moved, or require the **owner**, operator or person in charge of the **vessel** to move it to a position determined by such **police officer, Fire Chief, fire rescue member, federal officer, bylaw enforcement officer, wharf attendant, the General Manager, Community Services, or moorage enforcement agent**; or
- (b) take the **vessel**, chattel or obstruction into their custody, and cause it to be taken to be stored.

- 4.3.2 All costs and charges for the removal, care or storage of a **vessel**, chattel or obstruction under this section must be paid by the **owner** of such **vessel**, chattel or obstruction and are a lien on such **vessel**, chattel or obstruction even if title to the **vessel** changes.
- 4.3.3 Any **vessel**, chattel or obstruction removed and impounded under this section may be recovered by the **owner** upon presenting proof of entitlement to possession of the **vessel**, chattel or obstruction, satisfactory to the **City**, and upon payment in full of all fees, costs, fines and expenses levied under this bylaw to the **City**.

4.4 Public Auction

- 4.4.1 In the event that a **vessel**, chattel or obstruction is not claimed by its **owner** in accordance with section 4.3.3 within 90 days of the date of removal of the **vessel**, chattel or obstruction from a **wharf** or a **waterlot area**, the **City** or its agents may sell such **vessel**, chattel or obstruction by public auction without further notice to the **owner**.
- 4.4.2 The proceeds of the sale of a **vessel**, chattel or obstruction by public auction under section 4.4.1 shall be applied firstly against any expense for such sale and all charges for which the **owner** is liable under this bylaw and, if applicable, the *Public Parks and School Grounds Regulation Bylaw No. 8771*, as amended or replaced from time to time, and the balance of the proceeds, if any, shall be paid, without interest, to the **owner** upon application of the **owner** to the **City Clerk**. A non-refundable administrative fee of \$1,000 will be charged by the **City** and paid from the proceeds of sale of the **vessel**, chattel or obstruction for each year that the **City** retains the proceeds of sale commencing six (6) months after the sale.
- 4.4.3 If the proceeds of sale of a **vessel**, chattel or obstruction by public auction are insufficient to cover the expenses for sale and all charges for which the **owner** is liable under this bylaw and, if applicable, the *Public Parks and School Grounds Regulation Bylaw No. 8771*, as amended or replaced from time to time, the remaining expenses incurred in the removal or disposal are recoverable as a debt due to the **City** from the **owner** of such **vessel**, chattel or obstruction.
- 4.4.4 Should any **vessel**, chattel or obstruction not be purchased at public auction under section 4.4.1, then it may be disposed of in the **City** dump, or such other place determined by the **City**, and the expenses incurred in the removal or disposal, less the proceeds (if any) of disposal, are recoverable as a debt due to the **City** from the **owner** of such **vessel**, chattel or obstruction.
- 4.4.5 Where any **vessel**, chattel or obstruction has an apparent market value of less than \$250.00, as determined by the **General Manager, Community Services**, and is not claimed by its **owner** within 90 days of the date of removal of such **vessel**, chattel or obstruction from a **wharf** or a **waterlot area**, it may be removed and disposed of by the **City** without notice to the **owner** and the full costs of removal and disposal shall be charged to the **owner** and shall be a debt due and owing to the **City**.

PART FIVE: SPECIAL AUTHORITY

5.1 Special Authority to Close Wharf

- 5.1.1 Notwithstanding the provisions of Part Three and Part Four, the **General Manager, Community Services** may close any **wharf** or **waterlot area**, or part thereof if, in their opinion, the circumstances warrant such closure, including but not limited to fire hazard, prevention or assisting the prevention of a breach of the peace or threat thereto, violation of the criminal law or protection of members of the public from injury or damage.

PART SIX: WRITTEN AUTHORIZATIONS

6.1 Procedure for Written Authorization

- 6.1.1. Notwithstanding the provisions of Part Three and Part Four, a prohibited activity may be carried on within a **wharf** or **waterlot area** if a person or applicant organization first receives written authorization for such activity from the **General Manager, Community Services**, and complies with all conditions of such authorization and all applicable requirements under other municipal, regional, provincial, and federal laws, bylaws, legislation, regulations and policies.
- 6.1.2 A written authorization given in accordance with section 6.1.1 may contain restrictions as to the times and specific places where such activities may be carried on, together with any other restrictions considered appropriate.

PART SEVEN: VIOLATIONS AND PENALTIES

- 7.1 The **owner** of a **vessel**, and the **vessel** itself, in rem, are liable for any violation of the regulations in this bylaw, notwithstanding that, at the time of the violation, the **vessel** is unattended or in the possession of another person.
- 7.2 A violation of any of the provisions identified in this bylaw shall:
- (a) result in liability for penalties and late payment amounts established in Schedule A of the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*, as amended or replaced from time to time;
 - (b) be subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122* in accordance with the *Local Government Bylaw Notice Enforcement Act*, SBC 2003, c. 60, as they may be amended or replaced from time to time; and
 - (c) be subject to such fines as may be prescribed in the *Municipal Ticket Information Authorization Bylaw No. 7321*.
- 7.3 Any person or organization who:
- (a) violates or contravenes any provision of this bylaw, or who causes or allows any provision of this bylaw to be violated or contravened;

- (b) fails to comply with any of the provisions of this bylaw;
- (c) neglects or refrains from doing anything required under the provisions of this bylaw; or
- (d) makes any false or misleading statement to a **police officer, Fire Chief, federal officer, bylaw enforcement officer, General Manager, Community Services**, or their designates respecting compliance with this bylaw;

commits an offence and upon conviction shall be liable to a fine of not more than Fifty Thousand Dollars (\$50,000), in addition to the costs of the prosecution, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. The **vessel** shall also be liable, in rem, for the fine.

- 7.4** No person other than the **owner** or operator of a **vessel** is permitted to remove any notice placed on or affixed to such **vessel** by a **bylaw enforcement officer, General Manager, Community Services, a wharf attendant, or a moorage enforcement agent** who is enforcing or administering this bylaw.
- 7.5** Once any notice has been placed on, or affixed to, a **vessel** by a **bylaw enforcement officer, the General Manager, Community Services, a wharf attendant, or a moorage enforcement agent**, it is unlawful for any person to alter such notice in any manner that it may be used or acted upon by any person as if the alteration was genuine.

PART EIGHT: INTERPRETATION

- 8.1** In this bylaw, the following words have the following meaning:

ABANDON/ABANDONED	means leaving a vessel at a wharf or in a waterlot area without providing appropriate payment of moorage fees for a period in excess of three (3) days.
ANIMAL	means a bird, mammal, amphibian or reptile.
BYLAW ENFORCEMENT OFFICER	means an employee of the City , appointed to the job position or title of bylaw enforcement officer.
CITY	means the City of Richmond.
CITY CLERK	means the municipal official of the City assigned responsibility for corporate administration under section 198 of the <i>Local Government Act</i> , RSBC 2015, Ch. 1, as amended or replaced from time to time, and includes a person designated as an alternate.
COUNCIL	means the Council of the City .
DANGEROUS GOODS	means a product, substance or organism that falls within any of the classes designated as such in the <i>Transport of Dangerous Goods Act</i> (Canada), as

amended or replaced from time to time, but shall not include a quantity of such products, substance or organism that if accidentally spilled, is insufficient to cause danger to lives or the environment.

DILAPIDATED

has the meaning given for "dilapidated vessel" in the *Wrecked, Abandoned or Hazardous Vessels Act (Canada)*, as amended or replaced from time to time.

EXPLOSIVE

has the meaning given in the *Explosives Act (Canada)*, as amended or replaced from time to time, but excludes **fireworks**.

FEDERAL OFFICER

means an employee or member of the Canadian Coast Guard or Transport Canada.

FIRE CHIEF

means the Director of Fire and Rescue Services for the **City**, acting as head of Richmond Fire-Rescue, and includes a person designated to act in the place of the Director.

FIRE RESCUE MEMBER

means a person employed by the **City** and holding a position within Richmond Fire-Rescue as an officer or firefighter.

FIREWORKS

means any article containing a combustible or explosive composition or any substance or combination of substances prepared for, capable of, or discharged for the purposes of producing a pyrotechnical display which may or may not be preceded by, accompanied with, or followed by an explosion, or an explosion without any pyrotechnical display, and includes, without limitation, barrages, batteries, bottle rockets, cannon crackers, fireballs, firecrackers, mines, pinwheels, roman candles, skyrockets, squibs, torpedoes, and other items of a similar nature, that are intended for use in pyrotechnical displays or as explosives or that are labelled, advertised, offered, portrayed, presented or otherwise identified for any such purpose.

**GENERAL MANAGER,
COMMUNITY SERVICES**

means the person appointed by **Council** to the position of General Manager, Community Services, and includes a person designated as an alternate.

LENGTH

means:

- (a) in the case of a **vessel** registered under the *Canadian Shipping Act, 2001*, SC 2001, c. 26, as amended or replaced from time to time, the length as shown in the "Certificate of Registry" issued by Transport Canada, unless it can be shown that the vessel's length has been increased in which case the increased length as determined by City

in accordance with the *Vessel Registration and Tonnage Regulations* of the *Canada Shipping Act, 2001*, as amended or replaced from time to time;

- (b) in the case of a **vessel** licensed under the *Small Vessel Regulation* of the *Canada Shipping Act, 2001*, as amended or replaced from time to time, the length from the fore part of the head of the stem to the after part of the head of the stern post; and
- (c) in the case of a **vessel** that is not registered or licensed under *Canada Shipping Act, 2001* or the *Small Vessel Regulation*, as they may be amended or replaced from time to time, the horizontal distance measured between perpendiculars erected at the extreme ends of the outside of the hull.

LIVE-ABOARD

means over-night living accommodation.

MARINE LIFE

means fish, shellfish, molluscs, crustaceans and marine algae.

MOOR/MOORED/MOORING/MOORAGE

means to secure a **vessel** by means of lines or cables.

MOORAGE ENFORCEMENT AGENT

means a person employed to enforce **moorage** regulations by a contractor with whom the **City** has contracted to provide **moorage** enforcement services.

MOORAGE RECEIPT

means a paper receipt issued by a **vessel moorage meter** showing the date and time of purchase, the fee paid and the date and time when the purchased period expires.

OWNER

as applied to a **vessel**, chattel or obstruction means:

- (a) the person who holds the legal title to the **vessel**, chattel or obstruction;
- (b) a person who is a lessee or mortgagor, and is entitled to be, and is, in possession of a **vessel**, chattel or obstruction;
- (c) a person that is the registered **owner** of a **vessel**; or
- (d) the master or authorized representative of the **vessel** and any person that is or appears to be

	in command, control or charge of the vessel or that has management of the vessel .
PARK/PARKED/PARKING	in relation to a vehicle , has the meaning given to those terms in the <i>Public Parks and School Grounds Regulation Bylaw No. 8771</i> , as amended or replaced from time to time.
POLICE OFFICER	means: <ul style="list-style-type: none"> (a) a member of the Royal Canadian Mounted Police; (b) any person defined as a peace officer by the <i>Criminal Code</i>, RSC 1985, c. C-46, as amended or replaced from time to time; or (c) any person defined as a public officer by the <i>Criminal Code</i>, RSC 1985, c. C-46, as amended or replaced from time to time.
POLLUTANTS	means any solid, liquid, gaseous, thermal or electromagnetic irritant, or contaminant, either naturally occurring or otherwise, and including but not limited to smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals, sewage, micro-organisms, airborne or waterborne particles, waste (including materials to be recycled, reconditioned or reclaimed), paints, solvents, chemical paint removers, urea formaldehyde, electromagnetic currents, fuel, black or gray water, and other toxic or hazardous materials to marine life, animals and humans.
PROVINCIAL OFFICER	means an employee or member of the Ministry of Forests, Lands and Natural Resource Operations.
RAFT	means when one or more vessels is secured to another vessel by means of lines or cables.
RISK MANAGER	means the Risk Manager for the City or a person employed by the City designated as their alternate.
STOP/STOPPED/STOPPING	in relation to a vehicle , has the meaning given to those terms in the <i>Public Parks and School Grounds Regulation Bylaw No. 8771</i> , as amended or replaced from time to time.
VEHICLE	has the meaning set out in the <i>Motor Vehicle Act</i> , RSBC 1996, c. 318, as amended or replaced from time to time, and includes motor vehicle and motorcycle, as defined in the <i>Motor Vehicle Act</i> .

VESSEL

means any boat, ship, or craft of any kind designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion or to whether it is under construction or being repurposed or dismantled. It also includes a floating object that is designated to be a vessel in a regulation to the *Wrecked, Abandoned or Hazardous Vessels Act*, SC 2019, c. 1, as amended or replaced from time to time.

VESSEL MOORAGE METER

means an automatic, electronic or mechanical device installed to regulate and control the **moorage** of **vessels** at a **wharf** by accepting payment and issuing a **moorage receipt**.

WATERLOT AREA

means:

- (a) any area owned, leased or licensed to the **City** in which is located a **wharf**; and
- (b) any other area of land covered by water (which may be either contiguous or attached to dry land) which is normally covered with water at high tide, that is either owned, leased or licensed by the **City**.

WHARF/WHARVES

means a wharf, landing pier, ramp, dock, floating dock, or other floating structure that is owned or maintained by the **City** and includes, without limitation, those listed in Schedule A of this bylaw.

WHARF ATTENDANT

means a person designated by the **City** to manage the operation of a **Wharf**.

WRECK

has the meaning set out in the *Wrecked, Abandoned or Hazardous Vessels Act*, as amended or replaced from time to time.

PART NINE: SEVERABILITY AND CITATION

- 9.1 The provisions of this bylaw are severable, and if, for any reason, any part, section, subsection, clause, or sub-clause, or other words in this bylaw are for any reason, found to be invalid or unenforceable by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.

9.2 This bylaw is cited as “**Wharves Regulation Bylaw No. 10182**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
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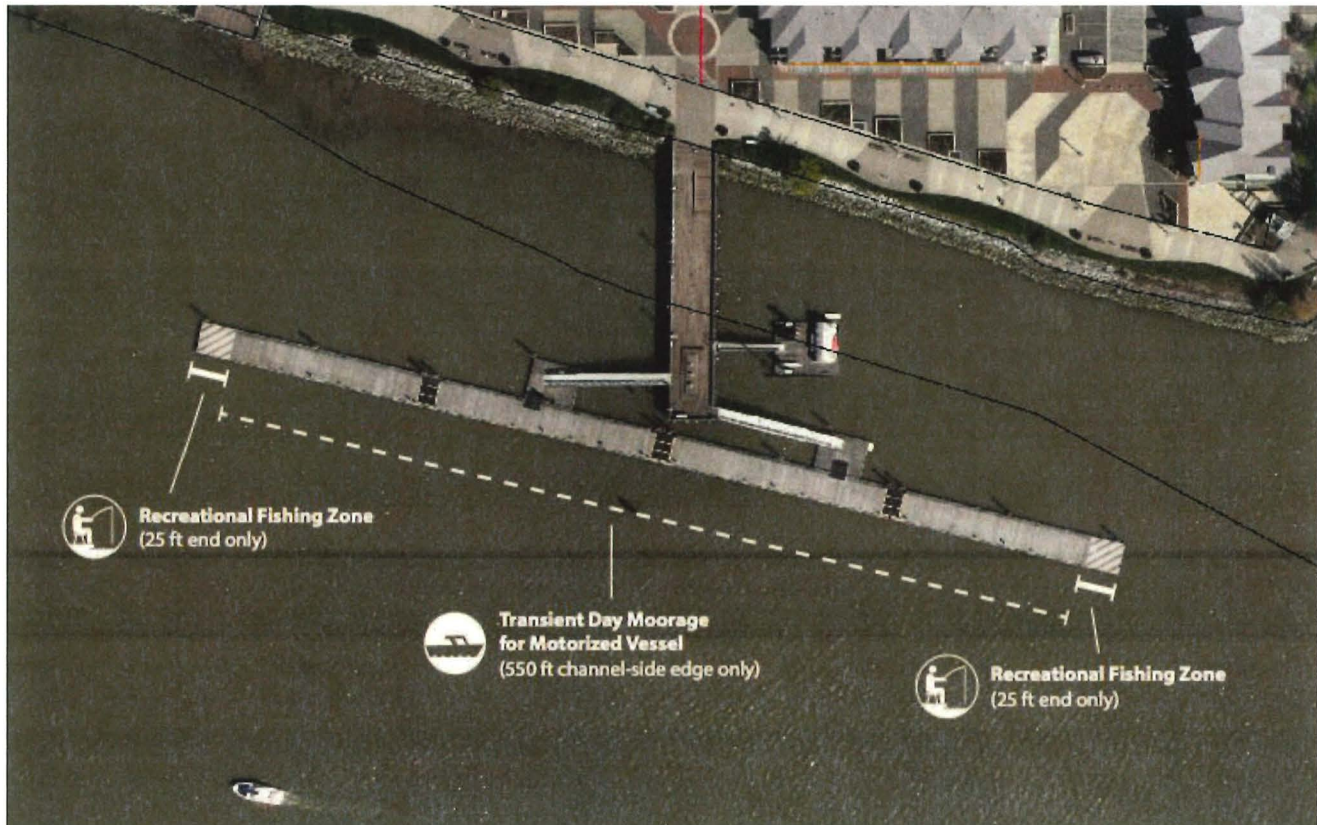
MAYOR

CORPORATE OFFICER

SCHEDULE A to BYLAW NO. 10182

LIST OF WHARVES AVAILABLE FOR PUBLIC MOORAGE

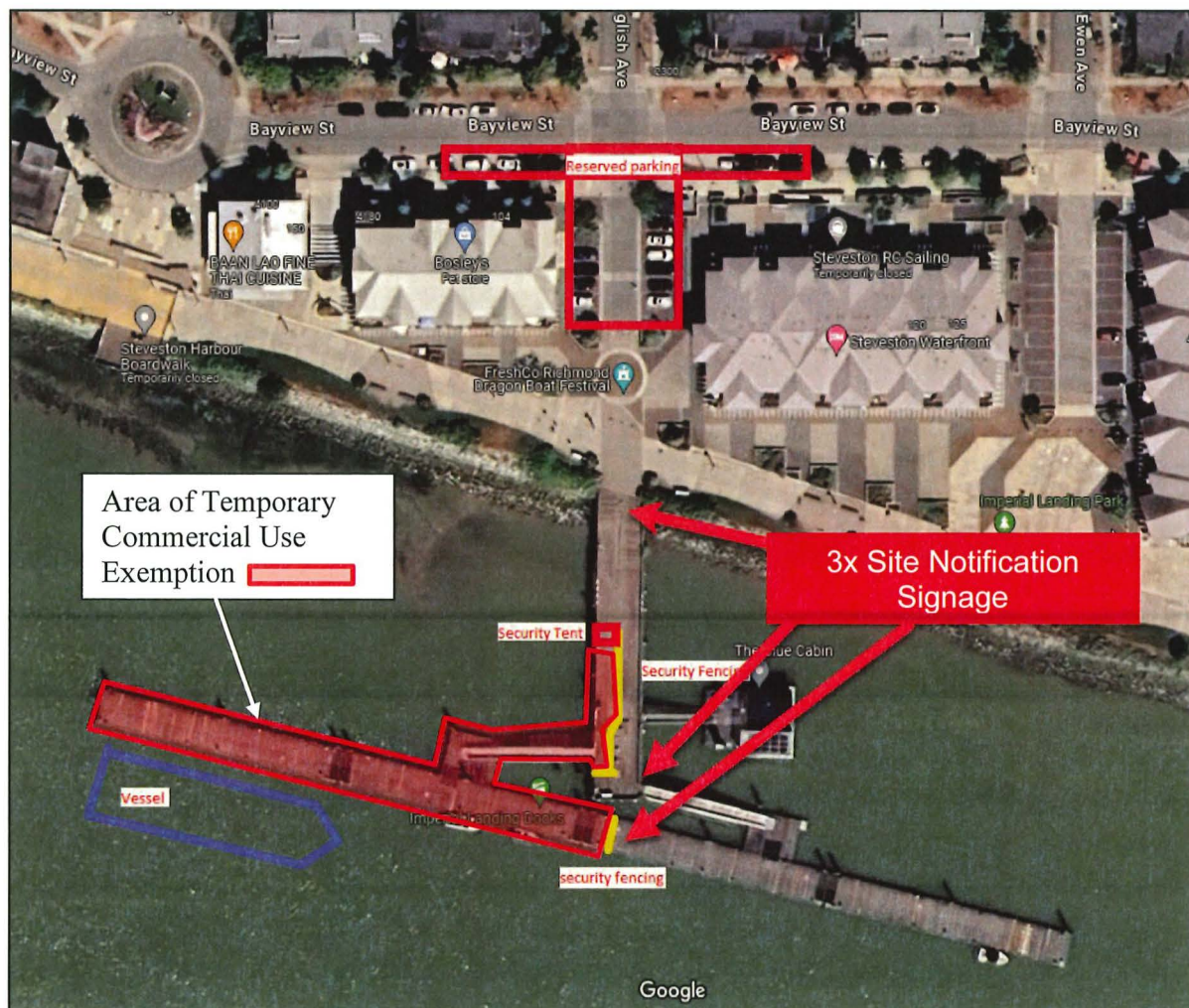
1. Imperial Landing



**SCHEDULE B to BYLAW NO. 10182
WHARF PROCEDURES AND REGULATIONS**

1. Each **owner** or operator is responsible for the safe **mooring** of their **vessel**. **Owners** and operators shall furnish and maintain their own safe line and chaffing gear. Chaffing gear shall be attached to the **vessel** only and not to the **wharf**.
2. Security is the responsibility of the **vessel owner** or operator.
3. **Owners** and operators are responsible for periodically checking their **vessels**, lines and fenders to ensure they are secure.
4. Gate codes, keys, fobs and other means of access to a **wharf** are to be used by approved **owner** and crew only, and cannot be shared or loaned. Gates cannot be propped open or left in a way that might provide unsupervised access to the **wharf**. Access to a **wharf** may be restricted from time to time and special conditions may be put in place for anyone visiting a **wharf**. Any special conditions will be communicated to **owners**, operators and crew of **vessels** in advance and must be followed.
5. No direct subletting of **moorage** space at the **wharves** is permitted.
6. The City reserves the right to determine the **moorage** location of a **vessel** at a particular **wharf**.
7. **Vessel owners**, operators, crew or visitors are not permitted to board, move or alter any **vessel** at the **wharf** other than their own.
8. Dogs are prohibited on the **wharf** unless on a leash under the control of the owner.
9. All **vessels moored** at a **wharf** must be equipped with a functioning engine and/or be able to be relocated along the **wharf** when requested by the **City**.
10. The **City** reserves the right to change **moorage** locations or temporarily relocate **vessels moored** at a **wharf**. Any movement or relocation requests will be communicated to **vessel owners** and crew in advance with reasonable notice.
11. Sanitary services are not available to **vessels** at a **wharf**. All **vessels moored** at a **wharf** must be equipped with holding tanks.
12. All waste products and other contaminants must be contained onboard a **vessel moored** at the **wharf** for later disposal at an appropriate waste disposal facility.
13. The City assumes no liability for damages incurred to **vessels moored** at a **wharf** or to property lost or damaged while a **vessel** is **moored** at a **wharf**.
14. **Vessels** may not be officially, or unofficially, posted for sale at a **wharf**.
15. **Vessel owners**, operators, crew and guests at a **wharf** must conduct themselves in a manner conducive to the safety of the harbour and the quiet enjoyment of others.

Commercial Vessel Imperial Landing Site Plan



Note: Not to scale. Top of the page is North

National Geographic Vessels – MV Sea Lion and MV Sea Bird



Above: National Geographic MV “Sea Lion”: 138.2 feet (40.46 metres) long with a capacity of 62 guests and 31 crew.



Above: National Geographic MV “Sea Bird”: 152 feet (46.3 metres) long with a capacity of 62 guests and 31 crew.



**Wharves Regulation Bylaw No. 10182
Amendment Bylaw No. 10698**

The Council of the City of Richmond enacts as follows:

1. **Wharves Regulation Bylaw No. 10182**, as amended, is further amended by adding the following as Section 6.1.3:
 - 6.1.3 Notwithstanding Section 3.2.1(g), written authorization from the General Manager, Community Services to **moor** a vessel that is being used for business or commercial services at a **wharf** will not be required if the following conditions are met:
 - (a) the **owner** of the vessel wanting to **moor** provides at least 60 days prior notice to the City of the earliest date it wants to **moor** the vessel along with the non-refundable deposit in the amount of \$1,000;
 - (b) the **mooring** of the vessel will not cause the City to infringe upon any applicable laws, including, without limitation, the City's Occasional Use Marine Facility Designation License;
 - (c) City staff and the **owner** of the vessel wanting to moor are able to coordinate on an agreeable date(s) based on availability at the **wharf** as determined by City staff and other conditions of moorage;
 - (d) the **owner** of the vessel pays to the City within 30 days of the agreed upon **mooring** date pursuant to Section 6.1.3(c), the fee as set out in the City's Consolidated Fees Bylaw 8636. The fee is charged for each 24-hour period the vessel is **moored** to the **wharf**, commencing at the time the vessel is fully secured to the **wharf** as determined by the City; and
 - (e) the **owner** of the vessel provides to the City prior to the **mooring** of the vessel, written confirmation that the following services will be provided for by the owner:
 - (i) the necessary services to provide international vessels the ability to enter and exit Canadian waters (that is, per CBSA/Passport control) and Health Canada Inspections;
 - (ii) refueling of the vessel;
 - (iii) re-provisioning of on-board food and beverages; and

- (iv) sanitary servicing of the vessel, including without limitation the removal of blackwater which must be done through a barge.

Notwithstanding that all conditions have been met, the City maintains its sole discretion to prohibit a vessel from **mooring** at a **wharf** if it is believed that the **mooring** of the vessel may cause a safety concern to the wharf, City staff or the general public.

For all **vessels** which **moor** pursuant to this provision, the City will provide all staffing, equipment, supplies, servicing to provide a secure **wharf** as required by applicable law.

- 2. This Bylaw is cited as, “**Wharves Regulation Bylaw No. 10182, Amendment Bylaw No. 10698**”.

FIRST READING

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CITY OF RICHMOND
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APPROVED for legality by Solicitor
LB

MAYOR

CORPORATE OFFICER



**CONSOLIDATED FEES BYLAW NO. 8636,
AMENDMENT BYLAW NO. 10699**

The Council of the City of Richmond enacts as follows:


1. The **Consolidated Fees Bylaw No. 8636**, as amended, is further amended by adding Schedule A attached to and forming part of this bylaw as a schedule to Consolidated Fees Bylaw No. 8636, in alphabetical order.
2. This Bylaw is cited as “**Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10699.**”

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APPROVED for legality by Solicitor LB

MAYOR

CORPORATE OFFICER

SCHEDULE – WHARVES REGULATION**Wharves Regulation Bylaw No. 10182****Moorage Fees****Section 4.1**

Description	Fee
Non-Commercial Pleasure Craft Moorage Fee - Per Lineal Foot per 24 hour period:	\$2.00
Commercial Vessel Docking fee at Imperial Landing - Per Lineal Foot per 24 hour period:	\$36.25
1. A Non-Refundable deposit, set out in the Wharves Regulation Bylaw No. 10182, is required for Commercial Vessel Docking at time of notification of intent to use Imperial Landing; 2. Balance is due within 30 days of the vessel sailing at the Commercial Vessel Docking and Service Fee LESS the non-refundable deposit.	

Note: All stays, by non-commercial pleasure crafts, at Imperial Landing are limited to a maximum of three (3) consecutive days within a fourteen (14) day period.

Separate tickets must be purchased for each day of moorage (i.e. 24 hour period). The separate tickets may be purchased at the same time OR a single ticket can be purchased at the beginning of each day.

Tickets are non-transferable.