



Planning Committee

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

**Thursday, January 10, 2019
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-5 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on December 18, 2018.*



NEXT COMMITTEE MEETING DATE

January 22, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **AFFORDABLE HOUSING AGREEMENT BYLAW 9952 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6551 NO. 3 ROAD**

(File Ref. No. 08-4057-05; 12-8060-20-009952) (REDMS No. 6061421 v. 2)

PLN-11

See Page PLN-11 for full report

Designated Speaker: Cody Spencer

STAFF RECOMMENDATION

That Affordable Housing Agreement (6551 No. 3 Road) Bylaw 9952 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.



2. **MARKET RENTAL AGREEMENT (HOUSING AGREEMENT) BYLAW 9980 TO PERMIT THE CITY OF RICHMOND TO SECURE MARKET RENTAL HOUSING UNITS AT 6551 NO. 3 ROAD**

(File Ref. No. 08-4057-05; 12-8060-20-009980) (REDMS No. 6061244)

PLN-49

See Page PLN-49 for full report

Designated Speaker: Cody Spencer

STAFF RECOMMENDATION

That Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) Bylaw 9980 be introduced and given first, second and third readings to permit the City to enter into a Market Rental Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure Market Rental Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY 0855855 B.C. LTD. FOR REZONING AT 9820 ALBERTA ROAD FROM THE “SINGLE DETACHED (RS1/F)” ZONE TO THE “TOWN HOUSING (ZT60) – NORTH MCLENNAN (CITY CENTRE)” ZONE**

(File Ref. No. RZ 16-742260; 12-8060-20-009960) (REDMS No. 5164563)

PLN-80

See Page PLN-80 for full report

Designated Speakers: Wayne Craig and Minhee Park

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9960, for the rezoning of 9820 Alberta Road from the “Single Detached (RS1/F)” zone to the “Town Housing (ZT60) – North McLennan (City Centre)” zone to permit the development of six three-storey townhouse units with vehicle access from 9840 Alberta Road, be introduced and given first reading.



4. **APPLICATION BY ROSEBUD PRODUCTIONS INC. FOR REZONING A PORTION OF 23000 FRASERWOOD WAY (UNIT 105, 110 AND 115) TO ALLOW A LICENSED HEALTH CANADA MEDICAL CANNABIS PRODUCTION FACILITY**

(File Ref. No. RZ 18-811041; 12-8060-20-009978) (REDMS No. 6044866)

PLN-106

See Page PLN-106 for full report

Designated Speakers: Wayne Craig and Kevin Eng

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9978, for the rezoning a portion of 23000 Fraserwood Way (Units 105, 110 and 115) to allow a licensed Health Canada Medical Cannabis Production Facility on a site-specific basis in the “Industrial Business Park (IB1)” zoning district, be introduced and given first reading.



5. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 5631, 5635, 5651, 5691, 5711, 5731 AND 5751 STEVESTON HIGHWAY FROM “SINGLE DETACHED (RS1/B)” ZONE AND “SINGLE DETACHED (RS1/E)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM2)” ZONE**

(File Ref. No. 12-8060-20-009982; RZ 16-733904) (REDMS No. 5985084)

PLN-127

[See Page PLN-127 for full report](#)

Designated Speakers: Wayne Craig and Edwin Lee

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9982, for the rezoning of 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway from “Single Detached (RS1/B)” zone and “Single Detached (RS1/E)” zone to “Medium Density Townhouses (RTM2)” zone, be introduced and given first reading.

☐

6. **MANAGER’S REPORT**

ADJOURNMENT

☐



Planning Committee

Date: Tuesday, December 18, 2018

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Carol Day
Councillor Alexa Loo
Councillor Harold Steves

Also Present: Councillor Chak Au (entered at 4:01 p.m.)
Councillor Michael Wolfe (entered at 4:47 p.m.)

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on December 4, 2018, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

January 10, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

PLANNING AND DEVELOPMENT DIVISION

1. **REVISED REZONING CONSIDERATIONS FOR THE APPLICATION BY PIETRO NARDONE FOR REZONING OF THE WEST PORTIONS 7151, 7171, 7191, 7211, 7231, AND 7251 BRIDGE STREET FROM THE "SINGLE DETACHED (RS1/F)" ZONE TO THE "SINGLE DETACHED (ZS14) - SOUTH MCLENNAN (CITY CENTRE)" ZONE; AND TO REZONE THE EAST PORTION OF 7191 BRIDGE STREET FROM THE "SINGLE DETACHED (RS1/F)" ZONE TO THE "SINGLE DETACHED (RS2/C)" ZONE**

(File Ref. No. 12-8060-20-009796; RZ 16-732490) (REDMS No. 6004718)

Jordan Rockerbie, Planning Technician, advised that the Applicant has requested that the construction of a through-road between Sills Avenue and General Currie Road be removed from the rezoning considerations as the other related rezoning application has been withdrawn, and therefore, the Applicant can no longer meet this requirement. He advised that the Applicant has proposed to provide a turnaround area for vehicles accessing the subject site in the interim.

Councillor Chak Au entered the meeting – 4:01 p.m.

In reply to queries from Committee, Wayne Craig, Director, Development, advised that staff are recommending this application to go through the Public Hearing process again, although it is not required, to ensure that the surrounding residents have the opportunity to provide any feedback they may have. He then noted that traffic enforcement and on-street parking assessments were conducted and no on-street parking or speeding issues were observed.

It was moved and seconded

- (1) ***That Third Reading of Richmond Zoning Bylaw, 8500 Amendment Bylaw 9796 be rescinded; and***
- (2) ***That Richmond Zoning Bylaw 8500, Amendment Bylaw 9796, for the rezoning of the west portions of 7151, 7171, 7191, 7211, 7231, and 7251 Bridge Street from the "Single Detached (RS1/F)" zone to the "Single Detached (ZS14) – South McLennan (City Centre)" zone, and of the east portion of 7191 Bridge Street from the "Single Detached (RS1/F)" zone to the "Single Detached (RS2/C)" zone, be forwarded to a Public Hearing to be held on January 21, 2019.***

CARRIED

Planning Committee
Tuesday, December 18, 2018

2. **APPLICATION BY CHRISTOPHER BOZYK ARCHITECTS FOR A ZONING TEXT AMENDMENT TO THE “VEHICLE SALES (CV)” ZONE TO INCREASE THE FLOOR AREA RATIO TO 0.82 AT 13100 SMALLWOOD PLACE**

(File Ref. No. 12-8060-20-009948; ZT 18-818765) (REDMS No. 6032125 v. 2)

David Brownlee, Planner 2, noted that this application was referred back to staff to examine (i) adding rooftop solar panels, (iii) reducing the proposed building height, (iii) not enclosing the parkade, and (iv) monitoring and addressing bird strike concerns.

Mr. Brownlee then highlighted the following proposed revisions to the application in an effort to address Council’s concerns:

- revised plans to accommodate 107 solar panels on the building’s lower rooftop level;
- revised plans for reduction of the parapet and overall building height while retaining the two additional parkade floors;
- revised parkade plans to minimize floor-to-floor heights;
- a shadow study indicates that shading of the periphery of that park will occur at several times through the year, limited to early mornings;
- the zoning text amendment considerations have been modified to include a requirement for the registration of an agreement on title ensuring that the parkade will not be enclosed unless the owner has successfully obtained a Development Permit; and
- a report prepared by an ornithologist indicates that the proposed parkade addition does not pose a collision risk to birds as no glass or reflective material has been proposed.

In reply to a query from Committee, Mr. Craig advised that data regarding the use of solar panels on this development can be shared with Committee.

Discussion took place on the potential for a policy on solar panels to provide standards and guidelines.

In response to a further query from Committee, Mr. Brownlee advised that various perspectives were examined with regard to the placement of the solar panels.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9948, for a Zoning Text Amendment to the “Vehicle Sales (CV)” zone to increase the Floor Area Ratio to 0.82 at 13100 Smallwood Place, be introduced and given first reading.

CARRIED

3.

3. **APPLICATION BY FARRELL ESTATES LTD. FOR A ZONING TEXT AMENDMENT TO THE INDUSTRIAL BUSINESS PARK (IB1) ZONE TO PERMIT VEHICLE SALE/RENTAL ON A PORTION OF THE PROPERTY AT 6260 GRAYBAR ROAD**

(File Ref. No. 12-8060-20-009977; ZT 18-841250) (REDMS No. 6050378 v. 3)

In accordance with Section 100 of the *Community Charter*, Councillor Linda McPhail declared to be in a conflict of interest as her husband is part of the ownership group of the applicant and left the meeting – 4:17 p.m.

Vice-Chair Bill McNulty assumed the role of Chair.

Jessica Lee, Planning Technician, highlighted that the Applicant proposes to keep the exterior of the building and site in its current state and the remainder of the site is intended to continue for general industrial and office uses.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9977, for a Zoning Text Amendment to the “Industrial Business Park (IB1)” zone to allow “vehicle sale/rental” as a site-specific use limited to a maximum of 926.5 m² on a portion of the property at 6260 Graybar Road, be introduced and given first reading.

CARRIED

Councillor McPhail returned to the meeting – 4:19 p.m.

Chair McPhail re-assumed the role of Chair.

4. **CANNABIS CULTIVATION IN THE AGRICULTURAL LAND RESERVE - COUNCIL REFERRAL RESPONSE**

(File Ref. No. 08-4430-03-10) (REDMS No. 6039195 v. 5)

Barry Konkin, Manager, Policy Planning, provided background information.

In response to Committee concerns, staff remarked that, as per Council’s direction the City supports food-based farming on agricultural land.

Discussion took place regarding the previous motion and letter to various ministries and organizations and it was suggested that Richmond’s MP’s and other relevant ministries also be provided a copy of the letter.

In reply to further queries from Committee, Mr. Konkin advised that the Agricultural Advisory Committee (AAC) has been updated on the City’s regulations on cannabis production on agricultural land and noted that members of the AAC expressed concerns regarding limiting farmer’s options.

Discussion further took place, and it was suggested that the City’s efforts to curb cannabis production on agricultural land not be further emphasised.

Planning Committee
Tuesday, December 18, 2018

It was moved and seconded

- (1) That the “Cannabis Cultivation in the Agricultural Land Reserve – Council Referral Response” report dated December 3, 2018 from the Manager, Policy Planning be received for information and endorsed; and**
- (2) That this report be forwarded along with Richmond City Council’s written request to the Provincial Government that:**
 - (a) a moratorium on the cultivation of cannabis on farmland be established by the Provincial Government;**
 - (b) cannabis be eliminated from the Farm Practices Protection (Right to Farm) Act; and**
 - (c) local governments be permitted to determine whether or not cannabis should be grown on farmland within the municipality.**

CARRIED

Discussion returned to solar panels and the potential for a policy including guidelines with regard to the location, quantity, opportunities within the city, incentives, and environmental and economic impacts.

In reply to queries from Committee, Nicholas Heap, Professional 3, Sustainability, reference past referrals related to solar power and highlighted that staff are currently exploring different options for solar power in conjunction with other sustainable initiatives.

Councillor Michael Wolfe entered the meeting – 4:47 p.m.

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

It was moved and seconded

That staff examine the potential of a comprehensive policy on solar panels, in particular including the options for incentives, and the environmental and economic impacts and report back.

The question on the referral motion was not called as discussion ensued regarding incentives for solar panels on new developments, the benefits and drawbacks of solar panels and the feasibility of incorporating them in Richmond.

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

Planning Committee
Tuesday, December 18, 2018

5. MANAGER'S REPORT

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:52 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the meeting of the Planning
Committee of the Council of the City of
Richmond held on Tuesday, December 18,
2018.

Councillor Linda McPhail
Chair

Sarah Goddard
Recording Secretary



City of Richmond

Report to Committee

To: Planning Committee

Date: December 20, 2018

From: Kim Somerville
Manager, Community Social Development

File: 08-4057-05/2018-Vol 01

Re: **Affordable Housing Agreement Bylaw 9952 to Permit the City of Richmond to Secure Affordable Housing Units at 6551 No. 3 Road**

Staff Recommendation

That Affordable Housing Agreement (6551 No. 3 Road) Bylaw 9952 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.

Kim Somerville
Manager, Community Social Development
(604-247-4671)

Att. 3

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO (Deputy)

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Affordable Housing Agreement Bylaw 9952 (Attachment 1) to secure a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units in two stand-alone buildings in the proposed development located at 6551 No. 3 Road (CF Richmond Centre) (Attachment 2). The associated Market Rental Agreement for this project is being brought forth under a separate report.

This report and Bylaws support Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

This report and Bylaws also support Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

This report supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

Affordable Housing Agreement Bylaw 9952 is consistent with the City's Affordable Housing Strategy 2017–2027, adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City.

Housing Proposal

GBL Architects has applied to the City of Richmond to amend the Official Community Plan, Schedule 2.10 (City Centre Area Plan) at 6551 No. 3 Road to permit a high-rise, mixed use project on roughly 50 per cent of the property occupied by the south end of the CF Richmond Centre shopping centre (CP 16-752923). This OCP Amendment application provides for the subdivision of 6551 No. 3 Road into three lots and the development of approximately 2,200 residential units on Lot 1 (Phase 1) and Lot 2 (Phase 2).

The applicant's housing proposal is summarized in the table below.

TABLE 1

HOUSING TYPES	PROPOSED DWELLING UNITS (Estimate)
Market Ownership Housing	1,850
Affordable Housing	150 *
Sub-Total	2,000 units
Market Rental Housing	200 (10% of Sub-Total)
Total	2,200 units

* As per the subject site's "Downtown Commercial (CDT1)" zone (applicable to development applications submitted prior to July 24, 2017 and considered by Council prior to July 24, 2018), the floor area of the developer's Affordable (low-end-of-market-rental/LEMR) Housing contribution shall equal 5% of the development's combined total floor area of Market Ownership Housing and Affordable Housing in Lot 1 (Phase 1) and Lot 2 (Phase 2) (i.e. at least 25,862 m² / 84,850 ft²).

The applicant's proposed affordable housing contributions include a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units secured in perpetuity with an Affordable Housing Agreement and Affordable Housing Covenant registered on title. The proposed affordable housing units represent five (5) per cent of the total combined floor area of the development's affordable housing units and market ownership housing. The Affordable Housing Agreement will secure the developer's affordable housing contribution, together with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Official Community Plan (City Centre Area Plan) Amendment Bylaw.

It is recommended that proposed Affordable Housing Agreement Bylaw 9952 be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Affordable Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The affordable housing contribution proposed on Lot 1 (Phase 1) and Lot 2 (Phase 2) represents five (5) per cent of the total combined floor area of the development's affordable housing units and market ownership housing. The affordable housing units will be delivered in two stand-alone buildings, including one on Lot 1 (Phase 1) and one on Lot 2 (Phase 2). As the applicant has agreed to enter into partnership with a non-profit housing operator to manage the development's affordable housing units on Lot 1 (Phase 1) and Lot 2 (Phase 2), the City has accepted lot-by-lot clustering of the required units in the form of stand-alone buildings.

TABLE 2

Lots	Proposed Residential Floor Area	Proposed Affordable (LEMR) Housing		
		Rate	Floor Area	Est. # Units
Lot 1 (Phase 1)	85,983 m ² (925,515 ft ²)	5%	4,299 m ² (46,276 ft ²)	75
Lot 2 (Phase 2)	71,664 m ² (771,381 ft ²)	5%	3,583 m ² (38,569 ft ²)	75
Total	157,647 m² (1,696,896 ft²)	5%	7,882 m² (84,845 ft²)	150

The applicant's OCP Considerations require that at least 50 per cent of the development's affordable housing units shall be family-friendly two and three-bedroom units (i.e., greater than

the OCP minimum of 40 per cent two and three-bedroom affordable housing units). On Lot 1 (Phase 1), 38 per cent of units are proposed to be two and three-bedroom units. In order to deliver a combined total of 50 per cent two and three-bedroom affordable housing units across Lot 1 (Phase 1) and Lot 2 (Phase 2), approximately 61 per cent of the affordable housing units constructed on Lot 2 (Phase 2) will be required to be two and three-bedroom units.

This proposed unit distribution was developed based on the advice of Catalyst Community Developments Society, a non-profit housing provider engaged by the developer to provide advice on the design of the stand-alone affordable housing buildings. Catalyst has recommended a greater proportion of studio and one-bedroom units in Phase 1 to meet the demand for work force housing and seniors housing in Richmond's downtown. In contrast, the higher percentage of two and three-bedroom units in the Phase 2 affordable housing building will enable a strong family and child-friendly orientation. See Attachment 3 for more information. The details of the affordable housing units and related features to be provided on Lot 1 (Phase 1) and Lot 2 (Phase 2) will be finalized, to the satisfaction of the City, through the development's phase-by-phase Development Permit processes.

On Lot 1 (Phase 1), the 75 affordable housing units are anticipated to be delivered as follows:

TABLE 3

Unit Type	Affordable Housing Strategy Requirements			Lot 1 (Phase 1) Unit Mix	
	Min. Unit Area Target	Max. Monthly Unit Rent*	Total Max. Household Income*	% of Units	# of Units
Studio	37 m ² (400 ft ²)	\$811	\$34,650 or less	19%	14
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	43%	32
2-BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	29%	22
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	9%	7
TOTAL	4,299 m² (46,276 ft²)	Varies	Varies	100%	75

* Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.

The Affordable Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements.

The Affordable Housing Agreement specifies that occupants of the affordable rental housing units shall have the same access to the outdoor amenity spaces as the development's market-rental and strata-ownership housing units and exclusive use of indoor amenity spaces within their respective stand-alone affordable housing buildings. The exclusive use of the indoor amenity spaces will enable the non-profit housing manager to provide scheduled, customized programming for the occupants of these buildings. The Agreement also specifies that occupants will have secured access to on-site parking and related features (e.g., bike storage and related electric vehicle charging stations) required with respect to the affordable housing units at no charge over and above the Council-approved unit rents (e.g., no move in/move out fees).

The applicant has agreed to the terms and conditions of the attached Affordable Housing Agreement and to register notice of the Affordable Housing Agreement on title to secure the affordable rental housing units.

As per the City's standard approach for multi-phase developments, the developer has also agreed to register legal agreements on title to restrict final Building Permit inspection granting occupancy for the for-profit housing units on Lot 1 (Phase 1) and Lot 2 (Phase 2) until, on a lot-by-lot basis, an occupancy permit has been issued for each lot's affordable housing units and ancillary uses and spaces.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw 9952 is required to permit the City to enter into an Affordable Housing Agreement related to development at CF Richmond Centre (6551 No. 3 Road). The Affordable Housing Agreement, together with an Affordable Housing Covenant, will secure a five (5) per cent affordable housing contribution comprised of approximately 150 affordable rental housing units. This agreement will secure the affordable housing required with respect to the proposed Official Community Plan (City Centre Area Plan) Amendment (CP 16-752923) at 6551 No. 3 Road.



Cody Spencer
Program Manager, Affordable Housing
(604-247-4916)

- Att. 1: Schedule A to Bylaw No. 9952
- Att. 2: Map of 6551 No. 3 Road
- Att. 3: Letter from Catalyst Community Developments



City of Richmond

Bylaw 9952

Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

The Council of the City of Richmond enacts as follows:

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

PID: 017-863-686 Lot A (BF285836) Section 8 Block 4 North Range 6 West New
Westminster District Plan 31877

This Bylaw is cited as **Housing Agreement (6551 No. 3 Road) Bylaw No. 9952**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>CS</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

HOUSING AGREEMENT BETWEEN RC (SOUTH) INC. AND 7904185 CANADA INC.
AND THE CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference _____, 2018,

AMONG:

RCCOM LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8 by its general partner **RCCOM GP INC.**, a corporation duly incorporated under the laws of the Province of Ontario and having its delivery address in British Columbia at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8,

(“**RCCOM**”)

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.**, a corporation duly incorporated under the laws of the Province of Alberta and having its delivery address in British Columbia at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8,

(“**AIMCO**” and together with RCCOM, the “**Beneficiary**”)

AND:

7904185 CANADA INC. (INC. NO. 7904185), a company duly incorporated under the laws of Canada and having its registered office at 1100 – 10830 Jasper Avenue, Edmonton, Alberta T5J 2B3

(“**7904185**”)

AND:

RC (SOUTH) INC. (INC. NO. 2510864), a company duly incorporated under the laws of the Province of Ontario, and extraprovincially registered in British Columbia, and having its head office at 20 Queen Street West, Suite 500, Toronto, Ontario M5H 3R4

(the Beneficiary and the Nominee are, together, the “**Owner**” as more fully defined in section 1.1 of this Agreement)

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

AND:

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

(the “City” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 483 of the *Local Government Act*, permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined) which are to be subdivided and developed to include the Development (as herein defined) comprised of combination of commercial and residential improvements;
- C. The Owner has agreed to transfer to RCRES LP, or another separate entity (“RCRES”) those portions of the Lands on which the residential improvements (including the Affordable Housing Units (as herein defined)) will be situate prior to the commencement of the Development, and thereafter, RCRES shall carry out such residential portion of the Development and shall for the purposes of this Agreement become the Owner and be subject to the terms hereof;
- D. The City requires that the Affordable Housing Units (as herein defined) will be rented out by the Owner in perpetuity and the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined);
- E. The Owner and the City intend that the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined); and
- F. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City in accordance with the OCPA Considerations and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **“Affordable Housing Tower”** means a Tower containing only Affordable Housing Units and located within a Building;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers, and if a Building contains an Affordable Housing Tower, such Building will also contain one or more Towers that are not Affordable Housing Towers;
- (f) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **“City”** means the City of Richmond;
- (h) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **“Community Charter”** means the *Community Charter*, S.B.C. 2003, c.26, together with all amendments thereto and replacements thereof
- (j) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (k) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (l) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;

- (m) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a Building and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,650 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption;
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means PID: 017-863-686, Lot A (BF285836), Section 8, Block 4 North, Range 6 West, New Westminster District Plan 317877, and includes any lot or parcel into which said Lands is or are Subdivided;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c.1, together with all amendments thereto and replacements thereof;
- (x) **“Lot”** means Lot 1 or Lot 2, as the context may require;
- (y) **“Lot 1”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 1” on the subdivision plan attached hereto as Schedule B;
- (z) **“Lot 2”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 2” on the subdivision plan attached hereto as Schedule B;
- (aa) **“LTO”** means the New Westminster Land Title Office or its successor;
- (bb) **“Non-Profit Operator”** has the meaning given in section 3.1 of this Agreement;
- (cc) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (dd) **“OCA Considerations”** means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as supplemented from time to time;
- (ee) **“Outdoor Amenity Areas”** means, with respect to a particular Building, the outdoor common areas and facilities for such Building intended for use by all owners, occupants and tenants of the Towers comprising the Building;
- (ff) **“Owner”** means the party described on page 1 and Recital C of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the

Lands are Subdivided, and includes any person who is a registered or beneficial owner in fee simple of an Affordable Housing Unit from time to time;

(gg) “**Permitted Rent**” means no greater than (exclusive of GST):

- (i) \$811.00 a month for a bachelor unit;
- (ii) \$975.00 a month for a one-bedroom unit;
- (iii) \$1,218.00 a month for a two-bedroom unit; and
- (iv) \$1,480.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

(hh) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, c.41, together with all amendments thereto and replacements thereof;

(ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c.78, together with all amendments thereto and replacements thereof;

(jj) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, c.43, together with all amendments thereto and replacements thereof;

(kk) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*, and “**Subdivided**” and “**Subdivision**” have the corresponding meanings;

- (ll) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit in a form that complies with the *Residential Tenancy Act*;
- (mm) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (nn) **“Tower”** means a tower located within a Building, and includes an Affordable Housing Tower.

1.2 In this Agreement:

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

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**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 2.1 The Owner agrees that each Affordable Housing Unit may, in perpetuity, only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Building Permit includes the Affordable Housing Units; and
 - (c) with respect to each of Lot 1 and Lot 2, on a lot by lot basis, occupy, nor permit any person to occupy, any Dwelling Unit or any portion of any Building on such Lot, in part or in whole (except for parking) for any residential uses and the City will not be obligated to permit occupancy of any Dwelling Unit or Building on such Lot for any residential uses until all of the following conditions are satisfied:

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- (i) the Affordable Housing Units for such Lot and related uses and areas have been constructed to the satisfaction of the City in accordance with the OCPA Considerations and this Agreement;
- (ii) the Affordable Housing Units for such Lot have received final building permit inspection granting occupancy; and
- (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Development.

ARTICLE 3 MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City (each, a “**Non-Profit Operator**”) to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant.

Without limiting the foregoing, such Non-Profit Operator retained pursuant to this section 3.1 must have as one of its prime objectives the operation of affordable housing within the City of Richmond and, at the request of the City, from time to time, the Owner shall deliver to the City a copy of the agreement (fully signed and current) with such Non-Profit Operator, to evidence the Owner’s compliance with this section 3.1.

- 3.2 Any Non-Profit Operator(s) retained by the Owner pursuant to section 3.1 must, unless otherwise authorized in writing by the City Solicitor, manage and operate no less than all of the Affordable Housing Units located on two adjacent floors in a Building (the “**Minimum Units Under Management**”). For clarity, a Non-Housing Operator may operate more than the Minimum Units Under Management.
- 3.3 The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with section 3.1 and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain or will cause to be maintained the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, and without limiting section 3.1, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.
- 3.4 Subject to the requirements of the *Residential Tenancy Act* and applicable privacy laws, the Owner will ensure that each Tenancy Agreement:

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- (a) includes the following provision:

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

- (i) a statement of the Tenant’s annual income once per calendar year;
 - (ii) number of occupants of the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
 - (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
 - (v) a statement of before tax employment income for all occupants over 18 years of age; and
 - (vi) total income for all occupants of the Affordable Housing Unit;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.

3.6 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Affordable Housing Units located on two adjacent floors located in a Building in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less all of the Affordable Housing Units located on two adjacent floors in a Building. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City.

- 3.7 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.8 The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of any Affordable Housing Unit to any person, trust, corporation, partnership or other entity, as a legal or beneficial owner, the Owner will obtain from such person, trust, corporation, partnership or other entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to the Affordable Housing Unit sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 3.9 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Outdoor Amenity Areas for the Building within which the Tenant's Affordable Housing Unit is located;
 - (d) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all indoor amenity spaces located within the Affordable Housing Tower within which the Tenant's Affordable Housing Unit is located, or that are located outside the Affordable Housing Tower but designated for the exclusive use of occupants thereof;
 - (e) the Owner will not require the Tenant or any permitted occupant to pay any move-in/move-out fees, strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates. For clarity, notwithstanding the foregoing, those occupants of Affordable Housing Units who utilize the electric vehicle charging stations may be required to pay for the cost of their utility usage, but not for their use of the electric vehicle charging equipment or associated parking;

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- (f) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (g) the Owner will include in each Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (h) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in subsection 1.1(p) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each of the foregoing, such breach is not cured within 10 days of notice from the Owner to the Tenant setting out the particulars of such breach. In the case of each breach, subject to the applicable cure periods and the requirements of the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for subsection 3.9(h)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in subsection 1.1(p) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective one (1) month following the date of the notice of termination. In respect to subsection 3.9(h)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (i) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

- (j) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.11 If the Owner has terminated the Tenancy Agreement, then, , subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any such strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No such strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.

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- 5.4 Further to section 3.10, no such strata corporation shall pass any bylaws restricting the age of occupants of the Affordable Housing Units.
- 5.5 No such strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of such strata corporation.
- 5.6 No such strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that such strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.7 No such strata corporation shall pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying the Outdoor Amenity Areas for the Building which contains the Affordable Housing Tower in which the Owner or Tenant's Affordable Housing Unit is located, except, subject to section 5.6 of this Agreement, on the same basis that governs the use and enjoyment of the Outdoor Amenity Areas by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable Building which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, subject to the requirements of the *Residential Tenancy Act*, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant (in each case past any applicable cure periods), the Owner will pay the Daily Amount to the City for every day that the breach continues after 10 days' of delivery of written notice by the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period has expired. The Daily Amount is due and payable five (5) business days' after receipt by the Owner of an invoice from the City for the same.

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- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant that is not cured within any applicable cure periods shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

- (a) The Owner acknowledges and agrees that:
- (i) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
 - (ii) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
 - (iii) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended with respect to the lands which remain subject to this Agreement. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.
- (b) The Owner covenants and agrees with the City that concurrently with its transfer to RCRES of those portions of the Lands on which the portion of the Development that involves the residential improvements will be situate, the Owner will cause RCRES to enter into an agreement pursuant to which RCRES will expressly acknowledge and assume the obligations of the Owner under this Agreement insofar as they relate to the portion of the Lands acquired by RCRES.
- (c) The Owner and the City agree that it is their intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and

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secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Towers. Upon such creation of separate legal parcels and/or Subdivision, the City Solicitor shall, upon written request by the Owner, provide partial discharges of this Agreement accordingly, provided that the Owner has made adequate arrangements, satisfactory to the City, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Affordable Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Outdoor Amenity Areas.

7.2 **No Compensation**

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

7.3 **Modification**

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

7.4 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Survival

The obligations of the Owner set out in section 7.4 this Agreement will survive termination or discharge of this Agreement.

7.7 Priority

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

7.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.10 No Public Law Duty

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

7.11 Notice

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

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

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

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

7.12 Enuring Effect

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

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

7.13 Severability

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

7.14 Waiver

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

7.15 Sole Agreement

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

7.16 Further Assurance

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

7.17 Covenant Runs with the Lands

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

7.18 Equitable Remedies

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

7.19 No Joint Venture

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

7.20 Applicable Law

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

7.21 Deed and Contract

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

7.22 Joint and Several

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

7.23 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered or beneficial owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered or beneficial owner of the Lands.

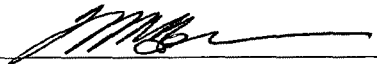
7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

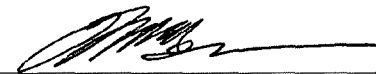
[Remainder of page intentionally blank]

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BARLOWE
Per: ASO
Print Name: _____

RCCOM LIMITED PARTNERSHIP, by its
general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BARLOWE
Per: ASO
Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____
Malcolm Brodie, Mayor

Per: _____
David Weber, Corporate Officer

CITY OF RICHMOND APPROVED for content by originating dept
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

RCCOM LIMITED PARTNERSHIP, by its
general partner, RCCOM GP INC.,
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

Per: _____


Print Name: _____

Per: _____

Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

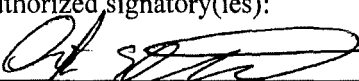
AIMCO REALTY INVESTORS LIMITED
PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____
Malcolm Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

**SCHEDULE A
STATUTORY DECLARATION
(Affordable Housing Units)**

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

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

1. ☐ I am the registered owner (the “**Owner**”) of the Affordable Housing Units;
or,
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the “**Period**”);
3. Continuously throughout the Period:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner’s obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

4. The information set out in the table attached as Appendix A hereto (the “**Information Table**”) in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
5. The Owner obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

DECLARED BEFORE ME at)
 _____ in the)
 Province of British Columbia, Canada, this)
 ____ day of _____, 20____)
 _____)
 _____)
 A Notary Public and a Commissioner for)
 taking Affidavits in and for the Province of)
 British Columbia)

 (Signature of Declarant)
 Name:

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

APPENDIX A Information Table

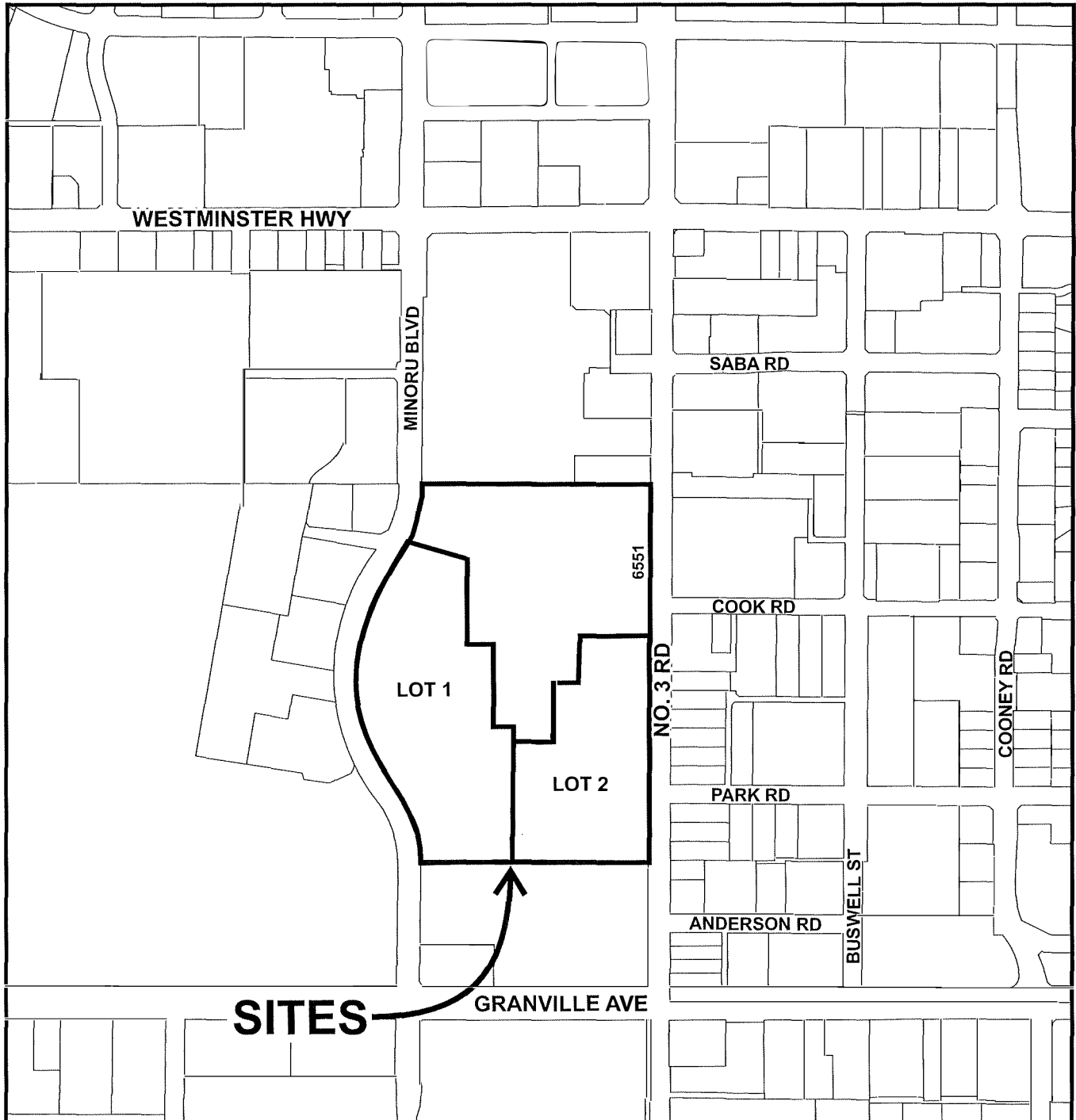
Example

Unit #	Unit Type	# of Occupants	Related to owner	Total under age 18	Total over age 18	Before-tax Employment Income (if tenant is over age 18)	Other Income (if tenant is over age 18)	Income Verification Required	Total Income of Tenant(s)	English (Y/N)	Monthly Rent	Payment for past year (20__)	Parking fee(s)	Have N/A/No on-site(s)	Storage fee(s)	Amenity Usage Fee(s)	
1	305	2br	3	N N N	1	0	\$25,000 \$15,000 NA	NA NA NA	Y Y NA	\$40,000	Y	\$1,215	\$1,745	\$50/ month	No	No	No
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SCHEDULE B
SUBDIVISION PLAN



City of
Richmond



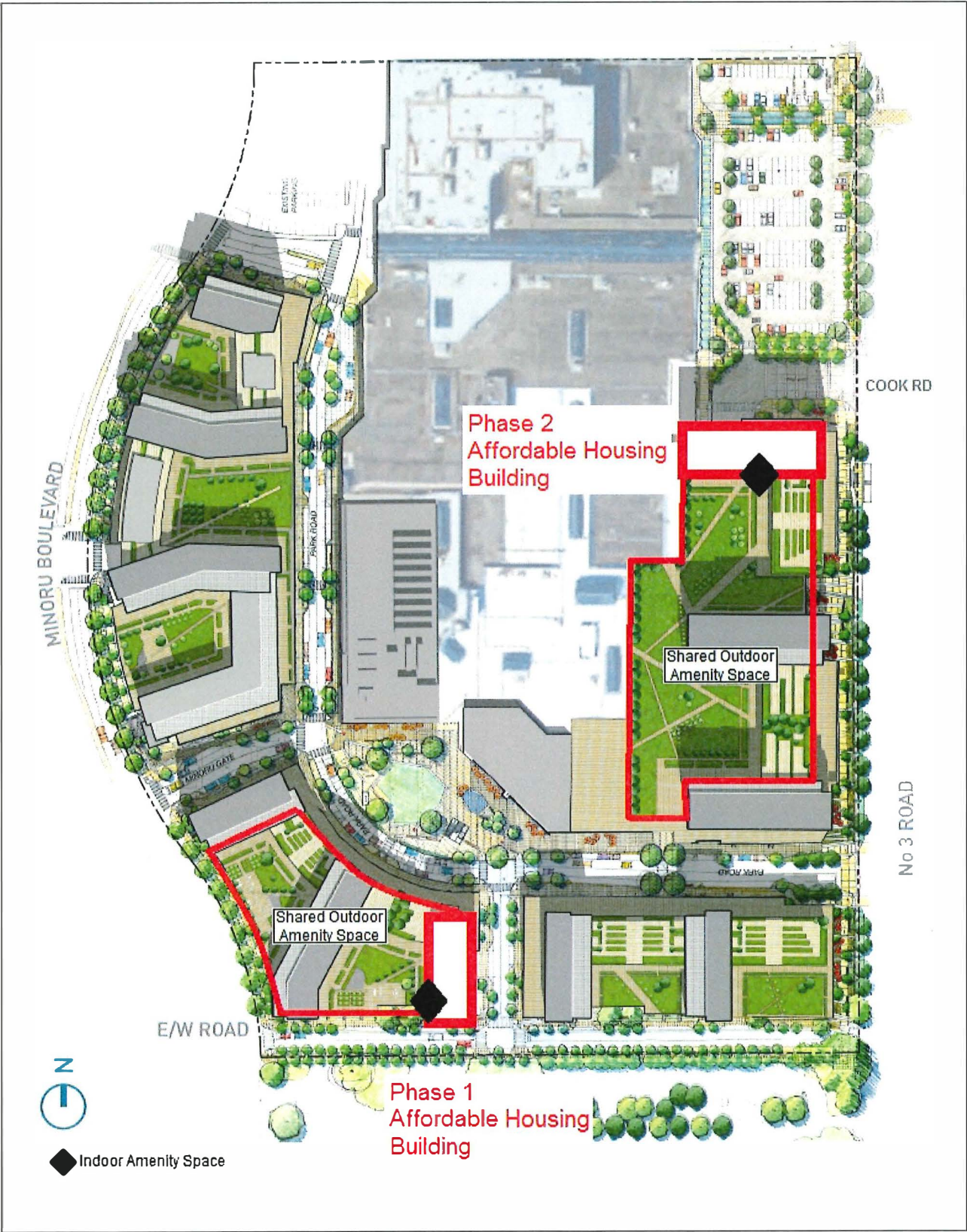
6551 No. 3 Road

Original Date: 11/19/18

Revision Date:

Note: Dimensions are in METRES

Affordable Housing Location Map



Catalyst Community Developments Society
catalystcommdev.org



December 17th, 2018

Joey Stevens
GBL Architects
139 East 8th Avenue
Vancouver BC
V5T 1R8

Cc: Josh Thomson, Cadillac Fairview Corporation Limited
Michelle Paquet, Shape Living

To Whom It May Concern

Re: CF Richmond Centre LEMR Housing Recommendation

Further to our discussions and meetings with City of Richmond staff regarding the proposed low-end of market affordable rental (LEMUR) housing project in Richmond, please accept this letter to outline our organisation, our relationship with the Richmond Centre Project, and our recommendations on the LEMR housing component of the CF Richmond Centre development.

About Catalyst

Catalyst Community Development Society (Catalyst) is a BC non-profit society with a mission to develop, own and operate below market rental housing. Catalyst is focused on providing high-quality "workforce rental" housing targeted towards households with gross incomes in the range of \$25,000 to \$60,000 p.a. The tenants within Catalyst projects typically include singles, couples, families and seniors with a wide range of incomes, abilities and ages. Catalyst does not provide direct support services to tenants but often works with other non-profit societies that do.

As a non-profit owner, operator, and developer of affordable housing in the Metro Vancouver area Catalyst is interested in the ownership and operation of the LEMR housing resulting from the CF Richmond Centre development.

About Richmond Centre Developers

We understand that Cadillac Fairview Corporation and Shape Living are development managers of the CF Richmond Centre project with a vision to transform CF Richmond Centre into a unique and vibrant mixed use community in the heart of Richmond. The development managers of CF Richmond Centre are interested in collaborating with an

owner/operator with experience in this housing type to ensure the best form and mix of housing is developed.

Relationship

Our joint view is that a collaborative design approach will ensure the best value for the residents, owners, and operators of the LEMR housing developed, as well as the broader community.

Catalyst Community Developments Society has agreed to review building design drawings, unit layouts and suites mixes to ensure that the building will function efficiently for an operator.

Recommendations

Catalyst believes that the central Richmond market has a need and demand for a broad demographic range of housing including singles, couples, families, and seniors. We understand that the City has a policy that requires a minimum of 50% of homes suitable for families (i.e. 2-bedroom or larger). At the current time we are seeing a significant need and demand in the below market rental sector from two distinct demographics: seniors on a fixed income and singles and couples on low to moderate incomes (often working in service sector jobs).

Many seniors can qualify for a rent subsidy under the Shelter Aid for Elderly Renters (SAFER) program. Studio homes offer rent levels that are more affordable to those on fixed income. Similarly, the younger working demographic, often employed in retail and service sectors, benefit from smaller more affordably priced homes like studio and one bedroom apartments. The central location of the site offering a range of services and in close proximity to rapid transit will be ideally suited this demographic.

We have found that while there is undoubtedly a need from families for 2 and 3 bedroom homes, there are numerous family-sized households that have more than one income. As a result, these households often exceed the maximum household income threshold (i.e. currently \$46,800 per annum for two bedroom homes and \$58,050 per annum for three bedroom homes) and therefore do not qualify for LEMR housing.

Taking into account the current need and demand in the below-market rental sector Catalyst considers that the proposed unit types and mix as proposed for Phase 1, noted below, will assist in meeting the current need:

Studio: 19%
1 Bedroom: 43%
2 Bedroom: 29%
3 Bedroom: 9%

We understand that the Richmond Centre developers are committed to delivering a mix of housing types across both phases of the proposed development that meet the City's housing policies, including the requirement for 50% of homes suitable for families. As such, Phase 2 is planned to have a higher percentage of family friendly units connected to the shopping centre and closer to public transit. Deferring a higher percentage of family friendly units to Phase 2 provides these added amenity benefits and also allows time for the need and demand for these unit types to increase.

While Catalyst understands the advantages of disbursed LEMR housing within projects such disbursement creates several operational and affordability challenges. Contiguous ownership simplifies operations and provides more affordability to its residents. It also allows Catalyst to control its operating costs and only provide (and pay for) amenities that are used by, and appropriate to, its specific tenants.

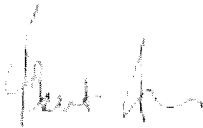
Catalyst and the majority of other non-profit LEMR housing owners are not interested in owning affordable rental homes disbursed within a larger market ownership condominium because as a minority strata owner, we would not be in control of costs. Such control is critical to operate and deliver the affordability stipulated under housing agreements that specifically limit rental revenue. Mixing LEMR housing within a market condominium therefore is not a viable option for Catalyst and, as such, we have a requirement that the affordable housing we own and manage is contained in a contiguous building or air space parcel. We therefore strongly recommend against disbursement as it presents a great deal of ownership and operational challenges.

.

We trust this letter is satisfactory to summarize our recommendations. Please feel free to contact us with any questions.

Regards,

CATALYST COMMUNITY DEVELOPMENTS SOCIETY



Robert Brown
President



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: December 20, 2018
File: 08-4057-05/2018-Vol 01

Re: **Market Rental Agreement (Housing Agreement) Bylaw 9980 to Permit the City of Richmond to Secure Market Rental Housing Units at 6551 No. 3 Road**

Staff Recommendations

That Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) Bylaw 9980 be introduced and given first, second and third readings to permit the City to enter into a Market Rental Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure Market Rental Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.

Wayne Craig
Director, Development
(604-247-4625)

Att. 2

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO (DEPUTY).

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Market Rental Agreement (Housing Agreement) Bylaw 9980 (Attachment 1) to secure a ten (10) per cent market rental housing contribution comprised of a minimum of 200 market rental housing units in one or more unit clusters and/or stand-alone buildings in the proposed development located at 6551 No. 3 Road (CF Richmond Centre) (Attachment 2). An associated Affordable Housing Agreement for this project is being brought forth under a separate report.

This report and Bylaws support Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

This report and Bylaws also support Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

This report supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

Market Rental Agreement (Housing Agreement) Bylaw 9980 is a new agreement which functions the same as a standard housing agreement. It is consistent with the City's Official Community Plan (OCP) Market Rental Housing Policy, adopted on September 4, 2018, which seeks to increase the supply of market rental housing in Richmond.

Housing Proposal

GBL Architects has applied to the City of Richmond to amend the Official Community Plan, Schedule 2.10 (City Centre Area Plan) at 6551 No. 3 Road to permit a high-rise, mixed use project on roughly 50 per cent of the property occupied by the south end of the CF Richmond Centre shopping centre (CP 16-752923). This OCP Amendment application provides for the subdivision of 6551 No. 3 Road into three lots and the development of approximately 2,200 residential units on Lot 1 (Phase 1) and Lot 2 (Phase 2). This includes 150 Affordable Housing units and 200 Market Rental Housing units.

The applicant's housing proposal is summarized in the table below.

TABLE 1

HOUSING TYPES	PROPOSED DWELLING UNITS (Estimate)
Market Ownership Housing	1,850
Affordable Housing	150
Sub-Total	2,000 units
Market Rental Housing	200 (10% of Sub-Total)
Total	2,200 units

The applicant's proposed market rental housing contributions include:

- A ten (10) per cent market rental housing contribution comprised of at least 200 market rental housing units secured in perpetuity with a Market Rental Agreement (Housing Agreement) and Market Rental Covenant registered on title.
- The proposed 200 market rental housing units represent a 10% increase over and above the developer's proposed 2,000 affordable housing and market ownership dwellings (i.e. 150 affordable housing units and 1,850 market ownership units).
- The Market Rental Agreement will secure the developer's market rental housing contribution and is a condition of final reading of the Official Community Plan (City Centre Area Plan) Amendment Bylaw.
- As permitted under the OCP Market Rental Housing Policy, the proposed market rental housing units are permitted to be rented at or below prevailing market rates.
- The Market Rental Agreement and Covenant will require that the market rental housing units are not subdivided into any strata lot containing less than the entirety of a stand-alone market rental building or unit cluster (i.e. at least 40 market rental units) in order to prohibit the sale of individual market rental units to individual owners and discourage owner-occupation of the market rental units.

It is recommended that proposed Market Rental Agreement (Housing Agreement) Bylaw 9980 be introduced and given first, second and third readings. Following adoption of the Bylaws, the City will execute the Market Rental Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The developer's market rental housing contribution is proposed to be located entirely on Lot 2 (Phase 2) and will:

- be comprised of a combined total floor area of not less than 46,634 m² (153,000 ft²);
- include not less than 200 market rental housing units in the form of one or more stand-alone buildings and/or unit clusters, each of which will contain a minimum of 40 market rental units; and
- be constructed to a turnkey level of finish, at the developer's sole cost.

In accordance with the OCP Market Rental Housing Policy, the Market Rental Agreement specifies that:

- the market rental units shall be secured in perpetuity for rental purposes only;
- the 200 market rental housing units will include:
 - a) 40 per cent family-friendly two and three-bedroom units (these units may include inboard bedrooms without windows); and
 - b) 100 per cent Basic Universal Housing (BUH) units (i.e. designed and constructed to facilitate universal access to and use of the market rental units);
- the occupants of the market rental units shall have full use of all residential indoor and outdoor common amenity spaces, parking, electrical vehicle (EV) charging stations, and related features provided on Lot 2 in compliance with the Official Community Plan and Zoning Bylaw, as determined through an approved Development Permit;
- the owner shall not impose any age-based or income-based restrictions on the tenants of the market rental units;
- the market rental units must be rented on a month-to-month basis or longer term (i.e. no short-term rentals);
- the owner shall not impose any fees for the use of bicycle storage; and
- the units shall be rented at prevailing market rent, which means the rent a tenant would pay for a comparable dwelling unit in a comparable location for a comparable period of time and may include additional fees for vehicle parking (but not bicycle storage) and/or the use of on-site amenities or services. For clarity, prevailing market rent will take into account the development's proximity to the Canada Line, the sizes of the market rental units, the level of internal finishes within the market rental units, and the type of residential amenities and services available to the occupants of the market rental units. Market rental rates would therefore be anticipated to increase if significant residential amenities and services are provided to the tenants.

The Market Rental Agreement is consistent with the City's standard housing agreement with the exception of project-specific provisions that:

- restrict the creation of any strata lot containing less than the entirety of a stand-alone market rental building or unit cluster (i.e. at least 40 market rental units) in order to prohibit the sale of individual market rental units to individual owners and discourage owner-occupation of the market rental units;
- require the market rental units to be completed on or before the completion of 50% of the owner-occupied market-ownership units constructed on Lot 2 (Phase 2); and
- require that the market rental units shall be subject to two Development Permit applications, to the City's satisfaction, including:
 - a) the first Development Permit will be for the combined development of Lot 1 (Phase 1) and Lot 2 (Phase 2), which shall, among other things, include the conceptual design of Lot 2 (Phase 2) for the purpose of approving the amount and distribution of

floor area across the developer's two-lot development site, including the developer's market rental housing contribution; and

- b) the second Development Permit will be a subsequent stand-alone Development Permit application for Lot 2 (Phase 2), which shall, among other things:
 - i) describe the form and character of the developer's market rental housing contribution and ancillary use and spaces (e.g., parking, bike storage, residential amenity spaces, circulation, and access);
 - ii) provide for amendments to the Market Rental Covenant registered on title to Lot 2 (Phase 2) to accurately reflect the approved stand-alone Development Permit; and
 - iii) provide for the registration of additional legal agreements, as determined to the satisfaction of the City, to facilitate the detailed design, construction, and/or management of the market rental housing units and/or ancillary spaces and uses for the purpose of ensuring that the operation of the market rental housing is consistent with the intent of the OCP Market Rental Housing Policy and OCP Amendment Considerations (e.g., access to amenity spaces and uses, parking, and Transportation Demand Management measures).

The applicant has agreed to the terms and conditions of the attached Market Rental Agreement and to register notice of the Market Rental Agreement on title to secure the market rental housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw 9980 is required to permit the City to enter into a Market Rental Agreement related to development at CF Richmond Centre (6551 No. 3 Road). The Market Rental Agreement, together with a Market Rental Covenant, will secure a ten per cent market rental housing contribution comprised of a minimum of 200 market rental units. The agreement will secure the market rental housing required with respect to the proposed Official Community Plan (City Centre Area Plan) Amendment (CP 16-752923) at 6551 No. 3 Road.



Suzanne Carter-Huffman
Senior Planner/Urban Design
(604-276-4228)

Att. 1: Schedule A to Bylaw No. 9980

Att. 2: Map of 6551 No. 3 Road



Market Rental Agreement (Housing Agreement) (6551 No. 3 Road)
Bylaw 9980

The Council of the City of Richmond enacts as follows:

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

PID: 017-863-686 Lot A (BF285836) Section 8 Block 4 North Range 6 West New
Westminster District Plan 31877

This Bylaw is cited as **Market Rental Agreement (Housing Agreement) (6551 No. 3 Road)**
Bylaw 9980.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 9980

Page 2

Schedule A

To Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) Bylaw 9980

**MARKET RENTAL AGREEMENT (HOUSING AGREEMENT) BETWEEN RC (SOUTH)
INC. AND 7904185 CANADA INC. AND THE CITY OF RICHMOND**

MARKET RENTAL AGREEMENT (HOUSING AGREEMENT)
(Section 483, Local Government Act)

THIS AGREEMENT is dated for reference the _____ day of _____, 2018.

AMONG:

RCCOM LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8 by its general partner **RCCOM GP INC.**, a corporation duly incorporated under the laws of the Province of Ontario and having its delivery address in British Columbia at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8,

("RCCOM")

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.**, a corporation duly incorporated under the laws of the Province of Alberta and having its delivery address in British Columbia at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8,

("AIMCO" and together with RCCOM, the "Beneficiary")

AND:

7904185 CANADA INC. (INC. NO. 7904185), a company duly incorporated under the laws of Canada and having its registered office at 1100 – 10830 Jasper Avenue, Edmonton, Alberta T5J 2B3

("7904185")

AND:

RC (SOUTH) INC. (INC. NO. 2510864), a company duly incorporated under the laws of the Province of Ontario, and extraprovincially registered in British Columbia, and having its head office at 20 Queen Street West, Suite 500, Toronto, Ontario M5H 3R4

(the Beneficiary and the Nominee are, together, the "Owner" as more fully defined in section 1.1(ee) of this Agreement)

AND:

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

(the "City" as more fully defined in section 1.1(e) of this Agreement)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined) which are to be subdivided and developed to include the Development (as herein defined) comprised of a combination of commercial and residential improvements;
- C. The Owner has agreed to transfer to RCRES LP, or another separate entity ("RCRES") those portions of the Lands on which the residential improvements (including the Market Rental Housing Units (as herein defined)) will be situate prior to the commencement of the Development, and thereafter, RCRES shall carry out such residential portion of the Development and shall for the purposes of this Agreement become the Owner and be subject to the terms hereof;
- D. The City requires that the Market Rental Housing Units (as herein defined) will be located on Lot 2 (as defined herein) and rented out by the Owner in perpetuity; and
- E. The Owner and the City wish to enter into this Agreement to provide for purpose-built market rental housing on the terms and conditions set out in this Agreement,

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) "Affordable Housing Unit" means a Dwelling Unit or Dwelling Units designated as such in accordance with a Building Permit and/or Development Permit issued by the City in accordance with the OCPA Considerations;
- (b) "Agreement" means this agreement together with all schedules, attachments and priority agreements attached hereto;

Market Rental Agreement (Housing Agreement)
(Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, B.C.
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- (c) “Building” means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers;
- (d) “Building Permit” means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) “City” means the City of Richmond;
- (f) “City Solicitor” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) “CPI” means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) “Daily Amount” means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (i) “Development” means the mixed-use residential and commercial development to be constructed on the Lands;
- (j) “Development Permit” means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) “Director of Development” means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (l) “Dwelling Unit” means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) “GST” means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (n) “*Interpretation Act*” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (o) “*Land Title Act*” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (p) “Lands” means:

PID: 017-863-686, Lot A (BF285836), Section 8, Block 4
North, Range 6 West, New Westminster District Plan 317877,
and including a Building or a portion of a Building, into which
said Land(s) is or are Subdivided;

- (q) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (r) **"Lot"** means Lot 1 or Lot 2, as the context may require;
- (s) **"Lot 1"** means the separate legal parcel to be subdivided from the Lands, approximately as shown as "Lot 1" on the subdivision plan attached hereto as Appendix B;
- (t) **"Lot 2"** means the separate legal parcel to be subdivided from the Lands, approximately as shown as "Lot 2" on the subdivision plan attached hereto as Appendix B;
- (u) **"LTO"** means the New Westminster Land Title Office or its successor;
- (v) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (w) **"Market Ownership Unit"** means a Dwelling Unit or Dwelling Units which is not a Market Rental Housing Unit or an Affordable Housing Unit;
- (x) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable dwelling unit in a comparable location for a comparable period of time. Provided that the Owner will be permitted to charge rents based on the finishing, location and/or amenities of the Market Rental Housing Unit;
- (y) **"Market Rental Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (z) **"Market Rental Housing Unit"** means a Dwelling Unit or Dwelling Units located on Lot 2 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with the OCPA Considerations applicable to the Development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (aa) **"MRH Cluster"** means a group of not less than 40 Market Rental Housing Units which are contiguous, horizontally and/or vertically, within a Building;

- (bb) "MRH Tower" means a Tower containing Market Rental Housing Units and located within a Building;
- (cc) "OCPA Considerations" means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as amended by Council from time to time;
- (dd) "Outdoor and Indoor Amenity Areas" means, collectively, the shared indoor and outdoor common spaces and amenities provided for active and passive recreational, cultural, and social purposes, including all related facilities, features, and equipment, for the purpose of satisfying Official Community Plan and/or Zoning Bylaw requirements with respect to residential uses on Lot 2;
- (ee) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are subdivided, and includes any person who is a registered owner in fee simple or beneficial owner of a Market Rental Housing Unit from time to time;
- (ff) "*Real Estate Development Marketing Act*" means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (gg) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (hh) "*Strata Property Act*" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ii) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*, and "Subdivided" and "Subdivision" have the corresponding meanings;
- (jj) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit;
- (kk) "Tenant" means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement; and
- (ll) "Tower" means any low-rise, mid-rise, or high-rise tower located within a Building, and includes a MRH Tower.

1.2 In this Agreement:

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

ARTICLE 2

USE AND OCCUPANCY OF MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may, in perpetuity, only be occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by any person other than a Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as O, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory

declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as It considers necessary in order to confirm that the Owner is complying with this Agreement.

2.4 The Owner covenants and agrees that, notwithstanding that the Owner may otherwise be entitled, the Owner will not:

- (a) Subdivide Lot 2 or any Building located thereon without the prior written consent of the City;
- (b) be issued with a Development Permit that includes any residential use and/or an increase in gross leasable floor area on the lot, as determined in the City's discretion (excluding parking intended as an ancillary use to non-parking uses):
 - (i) with respect to Lot 1, unless the Development Permit application for Lot 1 includes the conceptual design of Lot 2 for the purpose of approving the amount and distribution of floor area across the Lots, including the entirety of the developer's Market Rental Housing Unit contribution, in accordance with the OCPA Considerations; and
 - (ii) with respect to Lot 2, unless the Owner, to the satisfaction of the City in accordance with the OCPA Considerations:
 - (A) submits a stand-alone Development Permit application for Lot 2, which shall, among other things, accurately describe the form and character of the Owner's market rental housing contribution and ancillary use and spaces (e.g., parking, "Class 1" bike storage, residential amenity spaces, circulation and access), as determined to the satisfaction of the Director of Development, Manager of Policy Planning, Manager of Community Social Development, and Director of Transportation;
 - (B) amends or replaces the Market Rental Covenant registered on title to the Lands to accurately reflect the specifics of the Market Rental Housing Units and ancillary spaces and uses as per the approved Development Permit; and
 - (C) as required, registers additional legal agreements on title to the Lands to facilitate the detailed design, construction, operation, and/or management of the Market Rental Housing Units and/or ancillary spaces and uses (e.g., parking, Transportation Demand

Management measures) as determined by the City through the Development Permit processes.

- (c) be issued with a Building Permit in respect of Lot 2, in part or in whole, that includes any residential use and/or an increase in gross leasable floor area on the lot, as determined in the City's discretion (excluding parking intended as an ancillary use to non-parking uses), unless the Owner's Building Permit application provides for the required the Market Rental Housing Units and ancillary spaces and uses to the satisfaction of the City in accordance with the OCPA Considerations; and
- (d) occupy, nor permit any person to occupy any Dwelling Unit or Dwelling Units, in part or in whole, constructed on Lot 2 that comprise more than 50% of the maximum permitted residential floor area on Lot 2 (excluding Affordable Housing Units and Market Rental Housing Units) and the City will not be obligated to permit occupancy of any Dwelling Unit or Dwelling Units, in part or in whole, constructed on Lot 2 (excluding Affordable Housing Units and Market Rental Housing Units) until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and all ancillary uses and spaces have been constructed to the satisfaction of the City in accordance with the OCPA Considerations and this Agreement;
 - (ii) the Market Rental Housing Units have received final Building Permit inspection granting occupancy; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.
- (e) The Owner acknowledges and agrees that any strata lot or air space parcel containing Market Rental Housing Units that is created by a Subdivision permitted pursuant to Section 2.4(a) hereof must contain a minimum of 40 Market Rental Housing Units (the "MRH Unit Group"), and each MRH Unit Group must either comprise a MRH Tower or an MRH Cluster.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting section 2.1 and subject to the *Residential Tenancy Act*, the Owner will not rent a Market Rental Housing Unit to a Tenant for short term rental purposes (being rentals for periods shorter than 30 days). Notwithstanding the foregoing and for greater certainty, nothing in this Agreement will prevent the renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units located in a MRH Tower or a MRH Cluster in a single or related series of transactions with the result that when the purchaser or transferee of the

Market Rental Housing Unit becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units located in a MRH Tower or a MRH Cluster.

- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of any Market Rental Housing Unit in accordance with the terms hereof to any person, trust, corporation, partnership or other entity, as a legal or beneficial owner, the Owner will obtain from such person, trust, corporation, partnership or other entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to the Market Rental Housing Unit sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
 - (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent applicable to that class of Market Rental Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoyment of Outdoor and Indoor Amenity Areas on Lot 2, in whole or in part, on a shared or exclusive basis, in accordance with an approved Development Permit and secured with the Market Rental Covenant;
 - (d) the Owner will not require the Tenants or any permitted occupant to pay any fees or costs associated with bicycle storage; and
 - (e) the Owner will not require the Tenants or any permitted occupant to pay any strata fees or strata property contingency reserve fees.
- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.8 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.9 If the Owner has terminated a Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Rental Housing Unit, as

applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a Market Rental Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,
- and, in each case, a demolition permit for the Market Rental Housing Unit has been issued by the City and the Market Rental Housing Unit has been demolished under that permit.
- 4.2 Following any demolition completed in accordance with Section 4.1 hereof, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Market Rental Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Market Rental Housing Unit, as applicable, in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any such strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No such strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 No such strata corporation shall pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying the Outdoor and Indoor Amenity Areas, except on the same basis that governs the use and enjoyment of the Outdoor and Indoor Amenity Areas by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable Building which are not Market Rental Housing Units or Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

6.1 The Owner agrees that, subject to the requirements of the *Residential Tenancy Act*, in addition to any other remedies available to the City under this Agreement or the Market Rental Covenant or at law or in equity, if:

- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Market Rent;
- (b) a Market Rental Housing Unit is used or occupied in breach of this Agreement; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Market Rental Covenant (in each case past any applicable cure periods),

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Market Rental Agreement (Housing Agreement)

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units, then the City

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Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended with respect to the lands which remain subject to this Agreement. Further, the Owner acknowledges and agrees that in the event that the Market Rental Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

- (d) The Owner covenants and agrees with the City that concurrently with its transfer to RCRES of those portions of the Lands on which the portion of the Development that involves the residential improvements will be situate, the Owner will cause RCRES to enter into an agreement pursuant to which RCRES will expressly acknowledge and assume the obligations of the Owner under this Agreement insofar as they relate to the portion of the Lands acquired by RCRES.
- (e) The Owner and the City agree that it is their intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units. Upon such creation of separate legal parcels and/or Subdivision, the City Solicitor shall, upon written request by the Owner, provide partial discharges of this Agreement accordingly, provided that the Owner has made adequate arrangements, satisfactory to the City, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Market Rental Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Outdoor and Indoor Amenity Areas.

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Market Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in Section 7.5 of this Agreement will survive termination or discharge of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending

registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

- (a) Clerk, City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to:

- (b) City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered or beneficial owner of the Lands provided however that notwithstanding that the Owner is no longer the registered or beneficial owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered or beneficial owner of the Lands.

7.25 Counterparts

This Agreement may be signed by the parties hereto in counterparts and taken together shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[Execution blocks follow]

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

RCCOM LIMITED PARTNERSHIP, by its general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

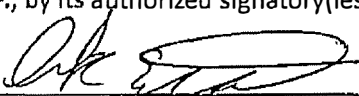
Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner, **AIMCO RE GP CORP.,** by its authorized signatory(ies):

Per: 

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

CITY OF RICHMOND
by its authorized signatory(ies)

Per: _____
Malcolm Brodie, Mayor

Per: _____
David Weber, Corporate Officer

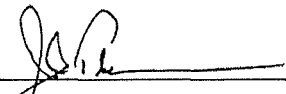
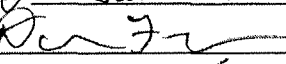
CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

[Execution blocks follow]

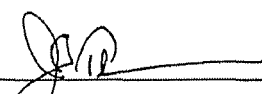
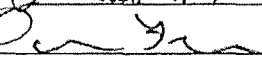
Market Rental Agreement (Housing Agreement)
(Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, B.C.
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 7

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: 
Print Name: JOSH THOMSON
Per: 
Print Name: David Fenrich

RCCOM LIMITED PARTNERSHIP, by its general partner, **RCCOM GP INC.**,
by its authorized signatory(ies):

Per: 
Print Name: JOSH THOMSON
Per: 
Print Name: David Fenrich

7904185 CANADA INC.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner, **AIMCO RE GP CORP.**, by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

CITY OF RICHMOND
by its authorized signatory(ies)

Per: _____
Malcolm Brodie, Mayor
Per: _____
David Weber, Corporate Officer

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

APPENDIX A
to Market Rental Agreement (Housing Agreement)

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A
	)	MARKET RENTAL AGREEMENT (HOUSING
PROVINCE OF BRITISH COLUMBIA	)	AGREEMENT) WITH
	)	THE CITY OF RICHMOND
		("Housing Agreement")

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of _____ (the "Market Rental Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Market Rental Agreement (Housing Agreement) in respect of the Market Rental Housing Unit.
3. For the period from _____ to _____, the Market Rental Housing Unit was used solely for the provision of rental housing for Tenants (as defined in the Market Rental Agreement (Housing Agreement)) at or below Market Rent (as defined in the Market Rental Agreement (Housing Agreement)).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

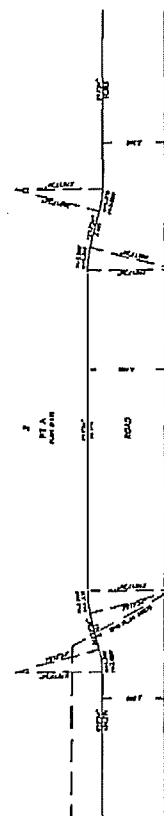
DECLARED BEFORE ME at the
 City of _____
 in the Province of British Columbia,
 this _____ day of _____,
 20____.

 A Commissioner for Taking Affidavits in the
 Province of British Columbia

 DECLARANT

**APPENDIX B
SUBDIVISION PLAN**

The three maps are hand-drawn sketches of the intersection area. The top map shows Boulevard running diagonally from the top-left to the bottom-right, and Rockway running horizontally from left to right. A dashed line indicates the path of the vehicle involved in the accident, which is shown crossing Boulevard. The middle map shows Boulevard running diagonally from the top-left to the bottom-right, and Rockway running horizontally from left to right. A dashed line indicates the path of the vehicle involved in the accident, which is shown crossing Boulevard. The bottom map shows Boulevard running diagonally from the top-left to the bottom-right, and Rockway running horizontally from left to right. A dashed line indicates the path of the vehicle involved in the accident, which is shown crossing Boulevard.



1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

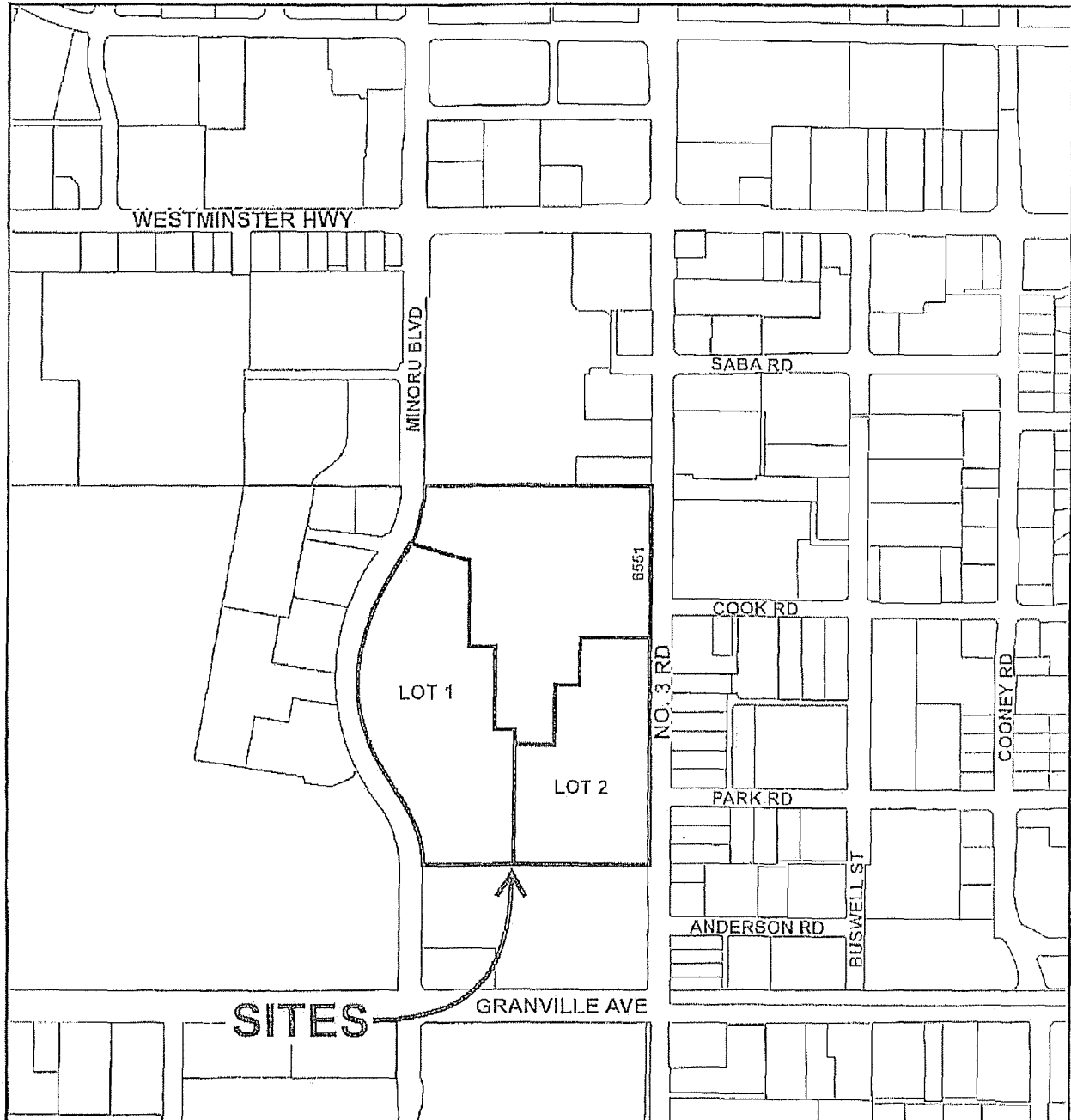
11-11-11

— *Ann.*

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City of
Richmond



6551 No. 3 Road

Original Date: 11/19/18

Revision Date:

Note: Dimensions are in METRES



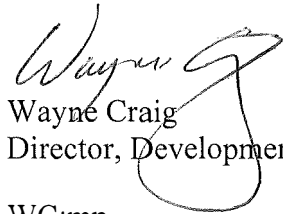
City of Richmond

Report to Committee Planning and Development Division

To: Planning Committee
From: Wayne Craig
Director, Development
Date: December 18, 2018
File: RZ 16-742260
Re: Application by 0855855 B.C. Ltd. for Rezoning at 9820 Alberta Road from the "Single Detached (RS1/F)" zone to the "Town Housing (ZT60) – North McLennan (City Centre)" zone

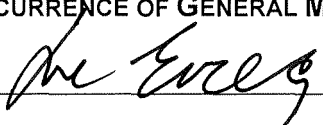
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9960, for the rezoning of 9820 Alberta Road from the "Single Detached (RS1/F)" zone to the "Town Housing (ZT60) – North McLennan (City Centre)" zone to permit the development of six three-storey townhouse units with vehicle access from 9840 Alberta Road, be introduced and given first reading.



Wayne Craig
Director, Development

WC:mp
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

0855855 B.C. Ltd. has applied to the City of Richmond to rezone 9820 Alberta Road from the “Single Detached (RS1/F)” zone to the “Town Housing (ZT60) – North McLennan (City Centre)” zone to develop six three-storey townhouse units on the site with vehicle access from 9840 Alberta Road. A location map and an aerial photo are provided in Attachment 1.

A Development Application Data Sheet providing details about the proposed development is provided in Attachment 2. Preliminary plans are provided in Attachment 3.

Existing Condition and Site Context

Existing Housing Profile

There is an existing single detached dwelling, which will be demolished. The single detached dwelling is currently rented, and does not contain a secondary suite.

Surrounding Development

The subject property is surrounded by the following developments:

- To the North: Across Alberta Road, single detached dwellings zoned “Single Detached (RS1/F)”.
- To the South: A three-storey townhouse development zoned “Town Housing (ZT60) – North McLennan (City Centre)” and A.R. MacNeill Secondary School to the southwest.
- To the East: A three-storey townhouse development zoned “Town Housing (ZT60) – North McLennan (City Centre)”.
- To the West: A three-storey townhouse development zoned “Town Housing (ZT60) – North McLennan (City Centre).”

Related Policies & Studies

Official Community Plan/McLennan North Area Plan

In the Official Community Plan (OCP), the subject property is designated “Neighbourhood Residential”, which allows for single family, two-family and multiple family housing including townhouses.

In the McLennan North Sub-Area Plan under the City Centre Area Plan (City Centre), the subject property is designated as Residential Area 3, which allows a 0.65 base Floor Area Ratio (FAR) and two to three storey townhouses. The proposed 0.65 FAR is consistent with this designation. The McLennan North Sub-Area Plan Land Use Map is included in Attachment 4.

The McLennan North Sub-Area Development Permit Guidelines require that new townhouse developments to be of sufficient site assembly size, including area and frontage, to support high quality development. Along local or collector roads, such as Alberta Road, a minimum frontage width of 40 m and a minimum lot area of 2,000 m² is required. The guidelines, however, allow for deviation from the minimum site assembly sizes where the lot is isolated and is not able to consolidate with adjacent properties. While the width (20 m) and the area (1,012 m²) of the subject property do not meet the minimum requirements, staff support the proposed development as the immediately adjacent properties have already been redeveloped with townhouses and there is no opportunity for lot consolidation in near future.

Floodplain Management Implementation Strategy

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

OCP Aircraft Noise Sensitive Development (ANSO) Policy

The subject property is located within Area 4 of the Aircraft Noise Sensitive Development map, which allows consideration of all new aircraft noise sensitive uses, including townhouses. Registration of an Aircraft Noise Sensitive Use Restrictive Covenant on title is required prior to final adoption of the rezoning bylaw. Also, a report for indoor noise mitigation and climate control measures is required at the time of applying for a Development Permit.

Public Consultation

A rezoning sign has been posted on the site. Staff have not received any written correspondence expressing concerns in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Built Form and Character

The proposed development consists of six townhouse units arranged in two buildings. Each unit contains two storeys of living space above a tandem garage, individual entrances at grade and private rear yard. The ZT60 zone permits 100% of the proposed residential parking spaces to be provided in a tandem arrangement. The proposed height of the buildings is consistent with the three-storey townhouse buildings on the immediately adjacent properties to the east, west and south. The proposed design, which incorporates gable roofs, is also compatible with the surrounding townhouse developments.

The outdoor amenity area is proposed at the southeast corner of the site and will be combined with the existing outdoor amenity area on the adjacent property to the east. A cross-access

easement was secured as part of the redevelopment of the adjacent property (RZ07-390155) for the shared use of the existing outdoor amenity area. The proposed outdoor amenity area is designed to facilitate children's play with play equipment and a bench to permit observation of children, and also includes a picnic table to create an inviting environment for social activities. Prior to final adoption of the rezoning bylaw, registration of a cross-access agreement on title will be required in favour of the neighbouring property for the shared use of the proposed outdoor amenity space on the subject property between the two properties.

One convertible unit is proposed. The unit includes space designed for the future installation of an elevator, and the tandem garage in this unit is wider to accommodate a larger vehicle.

Further details of the site plan, architectural character of the proposed development, and landscape design including the outdoor amenity area design will be reviewed through the Development Permit application process.

Transportation and Site Access

Access to the site will be provided via the existing 6 m driveway on the adjacent property to the east. The Statutory Right-of-Way (SRW) has been registered on title as part of the rezoning requirements of the adjacent development to the east to allow the existing drive aisle to be shared with the subject property. Prior to adoption of the rezoning bylaw, registration of a SRW over the entire drive aisle proposed on the subject property is required in order to:

- widen the northern portion (approximately 20 m in length) of the north-south drive aisle by 0.7 m; and
- allow the east-west drive aisle proposed on the subject site to be shared for a vehicular turnaround.

The applicant has indicated that he met with the strata council of the neighbouring property on July 29, 2018 to discuss the proposed development (Attachment 5), particularly the shared use of the drive aisle and outdoor amenity space. No significant concerns were expressed at the meeting, and the applicant will continue to work with the neighbouring strata during redevelopment of the subject site.

The existing U-shaped driveway for the existing single detached dwelling is required to be removed as part of the development approval process.

The proposed vehicle and bicycle parking spaces meet Zoning Bylaw 8500 requirements. The required number of residential parking spaces is nine (9), and the application includes 12 residential parking spaces. All residential parking spaces are provided in a tandem arrangement, which is permitted in the "Town Housing (ZT60) – North McLennan (City Centre)" zone. Registration of a legal agreement on title prohibiting the conversion of the tandem parking area of each unit into habitable space is required prior to rezoning approval.

Two visitors parking stalls and garbage/recycling collection area are provided and accessed through the internal drive aisle.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The report assesses two (2) bylaw-sized trees on the subject property, one (1) tree located on the neighbouring A.R. MacNeill Secondary School site, and one (1) street tree on City property.

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

- One (1) tree (# 96) located on the subject site is in good condition and is to be retained and protected.
- One (1) tree (#97) located on the subject site is in poor condition and should be removed and replaced.
- One (1) tree located on the neighbouring school site to the southwest is identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.

Also, the City's Parks staff assessed the condition of the existing street tree. The existing street tree is in poor condition, and should be removed and replaced. One replacement tree is required to be planted as part of the required frontage requirements prior to issuance of Building Permit.

Tree Replacement

The applicant wishes to remove one (1) on-site tree (Trees # 97). The 2:1 replacement ratio would require a total of two (2) replacement trees. The preliminary landscape plan shows that 10 trees will be planted on the site. The size and species of replacement trees, and overall landscape design will be reviewed in detail through the Development Permit process.

Tree Protection

One (1) tree on the subject property and one (1) tree on the neighbouring property to the south are to be retained and protected. The applicant has submitted a tree management plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 6). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission of a \$5,000 Tree Survival Security;
- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review; and
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City

standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Requested Variance

The proposed development is generally in compliance with the "Town Housing (ZT60) – North McLennan (City Centre)" zone. The applicant is requesting a variance to the ZT60 zone to reduce the minimum side yard setback along the eastern property line from 3.0 m to 2.25 m. Staff are supportive of this variance request. All three units proposed in the building at the north are oriented towards the internal drive aisle to the east, and the reduction of the east side yard setback is to accommodate a minimum of 30 m² of amenity area (rear yard) located on the west side of the property. The east property line is adjacent to the shared drive aisle and would have minimal impacts on the adjacent townhouse buildings. The requested variance will be assessed through review of a development permit.

Affordable Housing Strategy

The applicant is required to comply with the City's Affordable Housing Strategy. In accordance with the Strategy, prior to rezoning bylaw adoption, a cash contribution of \$60,180 (\$8.50 per buildable square foot) is required.

BC Energy Step Code

On July 16, 2018, Council adopted Bylaw 9769 that requires new buildings to be constructed to meet the energy efficiency targets set under the BC Energy Step Code. Staff anticipates the proposed development would be designed and built in accordance with Part 9 of the BC Building Code. Therefore, this development would be expected to achieve Step 3 of the Energy Step Code for Part 9 construction (Climate Zone 4).

Amenity Space

Consistent with the OCP, the applicant is proposing to provide cash contribution in the amount of \$1,000 per unit for a total of \$6,000 in lieu of providing indoor amenity space.

The proposed outdoor amenity space area is 67.5 m² in area, which exceeds the minimum requirement of 36 m² (6 m² per unit) from the Official Community Plan. Also, the outdoor amenity space on the subject property is expected to be combined with the existing outdoor amenity space of the townhouse development to the east, which was secured through a cross-access agreement when the neighbouring site was rezoned. The applicant has indicated that they will be working with the neighbouring strata on the design of the outdoor amenity space through the Development Permit application review.

Site Servicing and Frontage Improvements

Frontage improvements will include removal of the existing driveway crossings and replacement of the street tree in front of the site. The required frontage improvements and service

connections will be done through a work order at the developer's cost prior to issuance of a Building Permit.

Development Permit Application

A Development Permit application is required to be processed to a satisfactory level prior to final adoption of the rezoning bylaw. Further refinements to architectural, landscape, and urban design will be completed as part of the Development Permit application review process, including but limited to the following:

- Compliance with Development Permit Guidelines for multiple-family projects in the 2041 Official Community Plan Bylaw 9000 and the City Centre Area Plan;
- Refinement of the character and form of building elevations including materials to create an interesting streetscape along Alberta Road;
- Review of the size and species of replacement trees, and landscape plan to ensure bylaw compliance and to achieve a mix of conifer and deciduous trees on site and along the frontage;
- Refinement of the outdoor amenity area design; and
- Review of aging-in-place features and the design of the convertible unit;
- Review of a sustainability strategy for the development including measures to achieve BC Energy Step Code requirements.

Additional issues may be identified as part of the Development Permit application review process.

Financial Impact or Economic Impact

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

Conclusion

0855855 BC Ltd. has applied to rezone the property at 9820 Alberta Road from the "Single Detached (RS1/F)" zone to the "Town Housing (ZT60) – North McLennan (City Centre)" zone, to develop six townhouse units with vehicle access from Alberta Road.

The rezoning application is consistent with the land use designation and applicable policies contained within the OCP and McLennan North Sub-Area Plan for the subject site.

The list of rezoning considerations is included in Attachment 7; which have been agreed to by the applicant (signed concurrence on file).

Staff recommend that Zoning Bylaw 8500, Amendment Bylaw 9960, be introduced and given first reading.



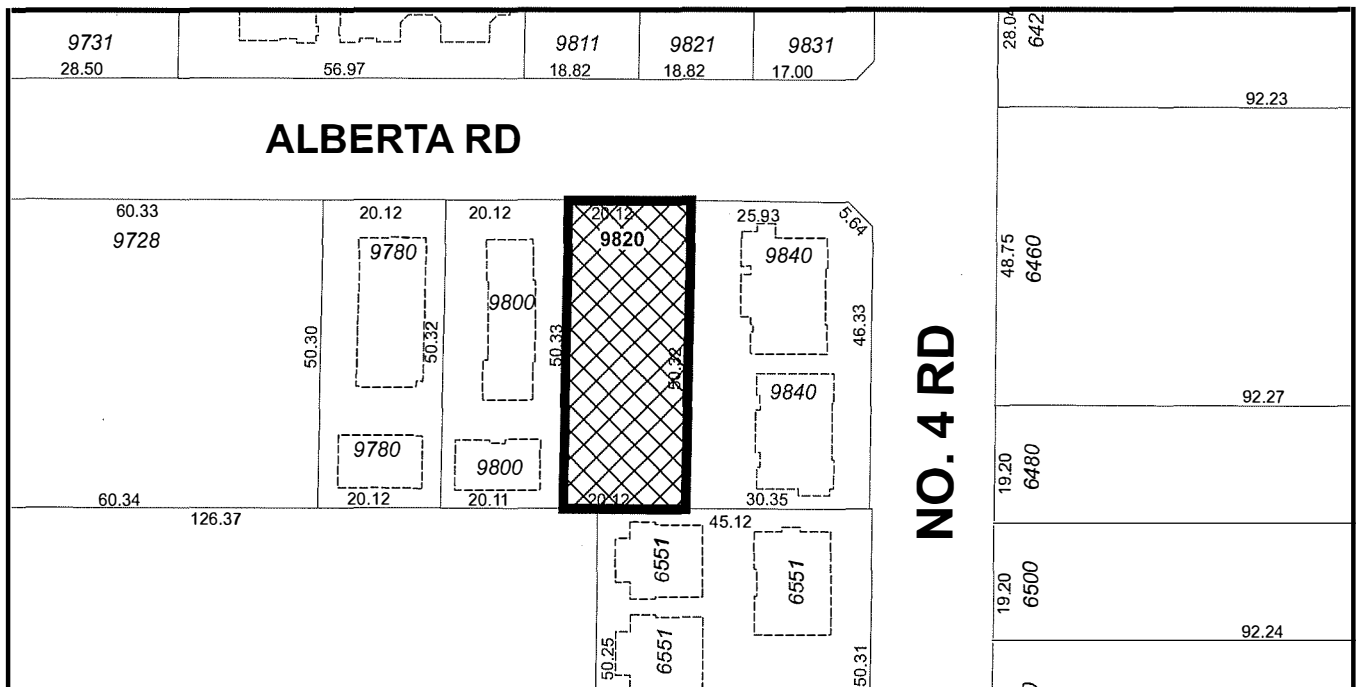
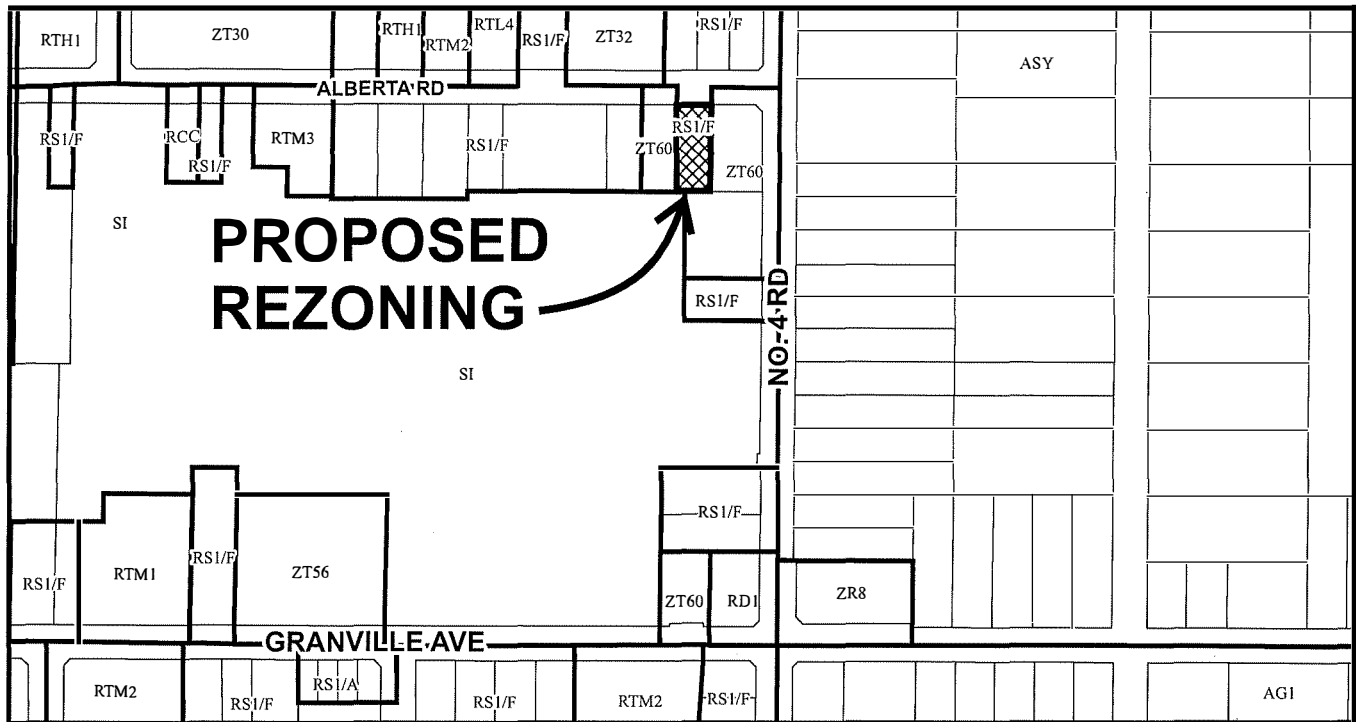
Minhee Park
Planner 2

MP:cas

- Attachment 1: Location Map and Aerial Photo
- Attachment 2: Development Application Data Sheet
- Attachment 3: Preliminary Plans
- Attachment 4: McLennan North Sub-Area Plan Land Use Map
- Attachment 5: Letter from Applicant Documenting Meeting Held on July 29, 2018
- Attachment 6: Tree Management Plan
- Attachment 7: Rezoning Considerations



City of
Richmond



RZ 16-742260

Original Date: 09/22/16

Revision Date: 12/06/18

Note: Dimensions are in METRES



City of
Richmond



RZ 16-742260

Original Date: 09/22/16

Revision Date: 12/06/18

Note: Dimensions are in METRES

PLN - 89



RZ 16-742260

Attachment 2

Address: 9820 Alberta Road

Applicant: 0855855 BC Ltd.

Planning Area(s): North McLennan (City Centre)

	Existing	Proposed
Owner:	0855855 B.C. Ltd.	No change
Land Uses:	Single Detached Dwelling	Townhouses
OCP Designation:	Neighbourhood Residential	No Change
Area Plan Designation:	Residential Area 3	No Change
Zoning:	Single Detached (RS1/F)	Town Housing (ZT60)
Number of Units:	1	6

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	0.65	0.65	none permitted
Lot Coverage (% of lot area):	Building: Max. 40%	35 %	none
Lot Size:	1,010 m ²	1,012 m ²	none
Lot Dimensions (m):	None	Width: 20.1 m Depth: 50.3 m	none
Setback – Front:	Min. 6.0 m	6.0 m	none
Setback – Side (east):	Min. 3.0 m	2.25 m	Variance required
Setback – Side (west):	Min. 3.0 m	3.2 m	none
Setback – Rear:	Min. 3.0 m	6.5 m	none
Height (m):	12.0 m (Max. 3 storeys)	12.0 m (3 storeys)	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	1.4 (R) and 0.2 (V) per unit	2 (R) per unit and 0.2 (V) per unit	none
Off-street Parking Spaces – Total:	11	14	none
Tandem Parking Spaces:	100% Permitted	100% 6 tandem (12 spaces)	none
Bicycle Parking	Class 1: 1.25 spaces/unit Class 2: 0.2 space/unit	Class 1: 2 spaces/unit Class 2: 0.2 space/unit	none
Amenity Space – Indoor:	Min. 50 m ²	Cash in lieu (\$6000)	none
Amenity Space – Outdoor:	Shared: Min. 36 m ² Private: Min. 3.0 m ² /unit	Shared: 67.5 m ² Private: Min. 3.0 m ² /unit	none

REZONING FOR PROPOSED TOWNHOUSE DEVELOPMENT AT 9820 ALBERTA ROAD, RICHMOND, BC

DEVELOPMENT DATA

(A) CIVIC ADDRESS:
9820 ALBERTA ROAD, RICHMOND, BC
LOT 7, SECTION 10, BLOCK 4 NORTH, RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 1712

(C) LOT AREA:
1,012 SM (10,893 SF)

(D) ZONING USE
CURRENT: RS1/F, (PROPOSED: ZT60)

CURRENT ZONING
(UNDER RS1/F ZONING)

PROPOSED
(ZT60)

(E) FLOOR AREA RATIO
0.55 TO 454.5 SM
0.3 TO REST OF SITE AREA
TOTAL FLOOR AREA
0.65 X 1,012 SM = 657.8 SM
(7,080 SF)

(F) NUMBER OF UNIT:
1 PER LOT
MAX - 45%

(G) BUILDING COVERAGE:
6 UNITS
MAX - 40%

(H) BUILDING HEIGHT:
MAX MAIN BUILDING HEIGHT - 12M
FRONTYARD FACING ALBERTA RD - 6M
EAST AND WEST SIDEYARD - 3M
REAR YARD - 3M

BUILDING HEIGHT - 11.96M (39'3")
FRONTYARD FACING ALBERTA RD - 6.02M (19'9")
EAST SIDEYARD - 2.25M (7'5") [VARIANCE REQUIRED]
WEST SIDEYARD - 3.22M (10'7")
REAR YARD - 6.54M (21'5")

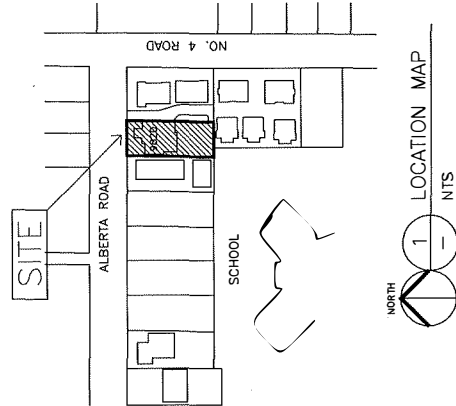
(J) PARKING:
2 PER DWELLING UNIT
1.4 PER DWELLING UNITS X6 = 9
0.2 VISITOR PARKING / UNIT X6 = 2
TOTAL = 11 REQUIRED
ZT60 ZONING ALLOW TANDEM PARKING

VISITOR BICYCLE
0.2 PER DWELLING UNIT X6= 2
RESIDENTIAL BICYCLE STORAGE
1.25 PER DWELLING UNIT X6=6

OUTDOOR AMENITY SPACE
65M PER UNIT X6= 36 SM (388SF)

BICYCLE
VISITOR BIKE RACK 2
TOWNHOUSE 12 (INSIDE CARPARK)

OUTDOOR AMENITY SPACE PROVIDED: 726.7 SQ. FT.
(67.5 SM)



DRAWING LIST

A1- DEVELOPMENT SUMMARY
A2- SITE PLAN (1/F)
A3- SITE PLAN (2/F & 3/F)
A4- UNIT PLAN
A5- ELEVATIONS
A6- AREA DIAGRAM

ERIC LAW ARCHITECT

215-1111 WEST PAVILLON WALKWAY BC
V6V 1K6
TEL: (604) 261-2008
FAX: (604) 261-2007

OFFICE: 215-1111 WEST PAVILLON WALKWAY BC
V6V 1K6
TEL: (604) 261-2008
FAX: (604) 261-2007

PROJECT: 9820 ALBERTA ROAD, RICHMOND, BC
LOT 7, SECTION 10, BLOCK 4 NORTH, RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 1712

1. 2018.08.18 FOR REZONING APPLICATION
2. 2018.11.15 FOR CITY COUNCIL
3. 2019.01.15 FOR CITY COUNCIL
4. 2019.01.15 FOR CITY COUNCIL
5. 2019.01.15 FOR CITY COUNCIL



NEW 3 STOREY
NEIGHBOUR
TOWNHOUSE
(Under construction)

DEVELOPMENT SUMMARY

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DRAWN BY: EL
CHECKED BY: EL
FILENAME: 18-03_MAP_181018-RZ.DWG

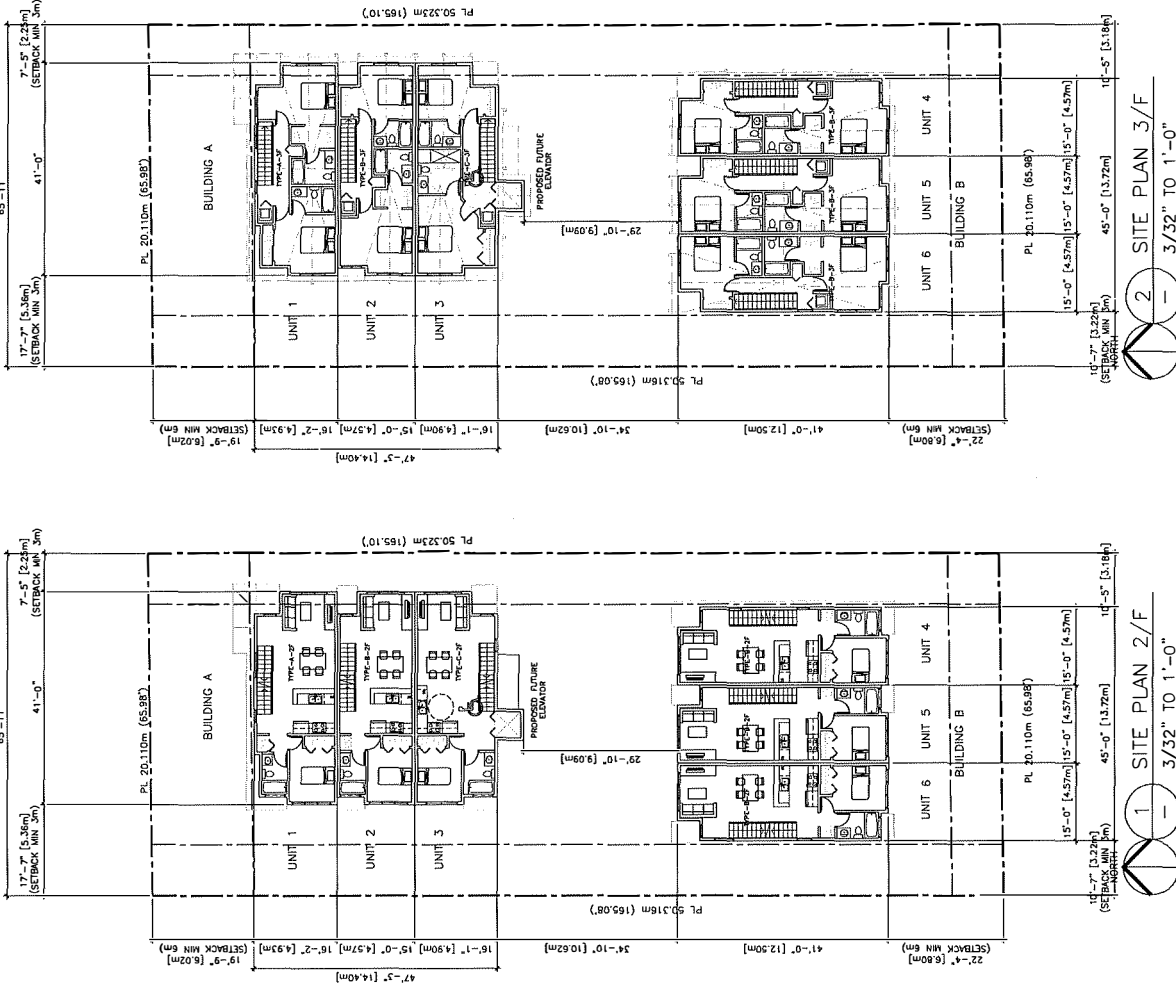
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**PROPOSED TOWNHOUSE
8920 ALBERTA ROAD
RICHMOND BC**

SITE PLAN (2/F & 3/F)

PROJECT NUMBER:	16-03
ISSUED:	10/19/2018
DRAWN BY:	EL
CHECKED BY:	EL
FILENAME:	16-03-LAW-161018-RZ.DWG

A3
REZONE



ERIC LAW ARCHITECT

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PROPOSED TOWNHOUSE

9820 ALBERTA ROAD

RICHMOND BC

UNIT PLANS

PROJECT NUMBER: 18-13

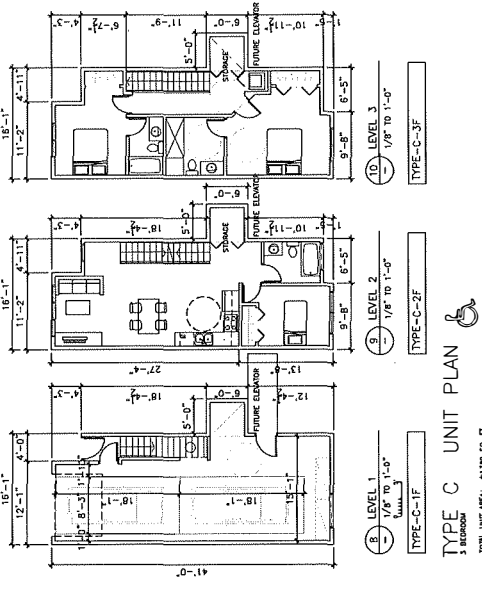
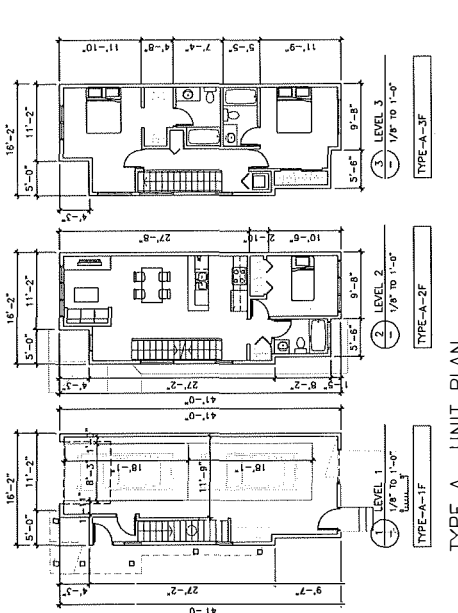
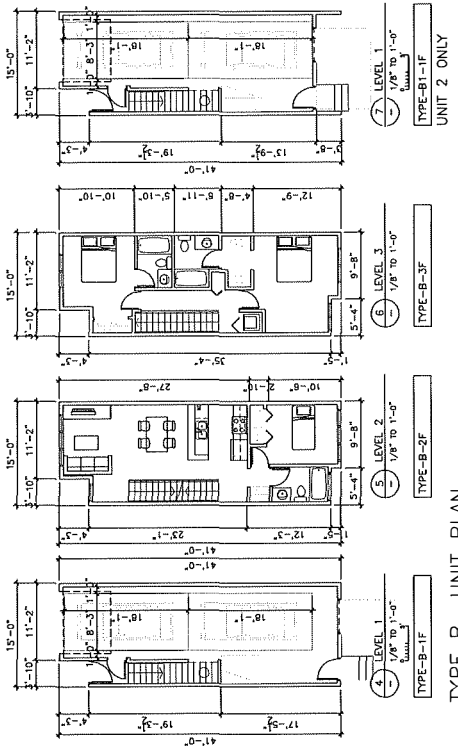
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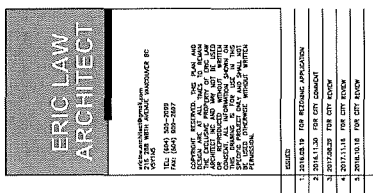
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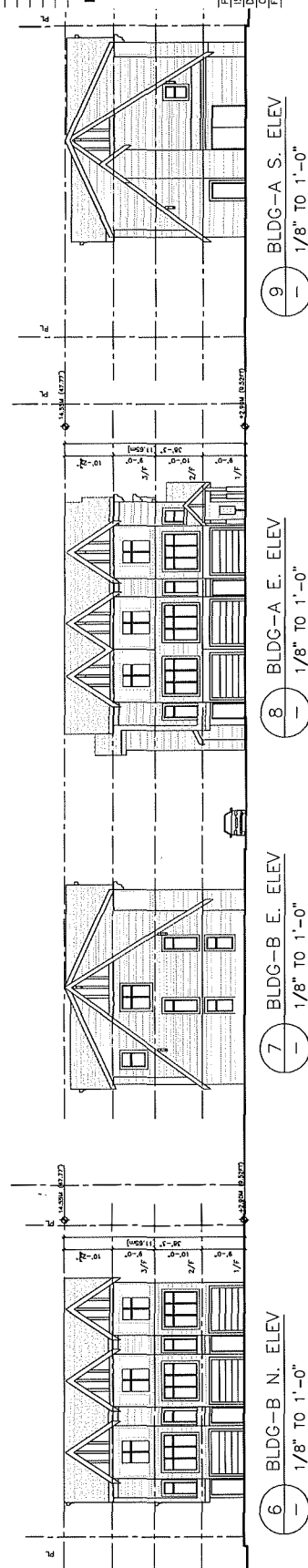




1 STREET ELEVATION (ALONG ALBERTA RD)
— 3/32" TO 1' = 0"



PLN - 95



**PROPOSED TOWNHOUSE
9820 ALBERTA ROAD
RICHMOND BC**

ELEVATIONS

PROJECT NUMBER: 16-03
ISSUED: 10/19/2018
DRAWN BY: EL
CHECKED BY: EL
FILENAME: 16-03_NAR_1A1018-B7.DWG

A5

REZONE

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pmg
LANDSCAPE
ARCHITECTS
Suite 100, 1000 West 10th Avenue
Richmond, BC V6X 1A7
P: 604-284-0111 F: 604-284-0122

SEAL

NO.	DATE	REVISION DESCRIPTION	DR.
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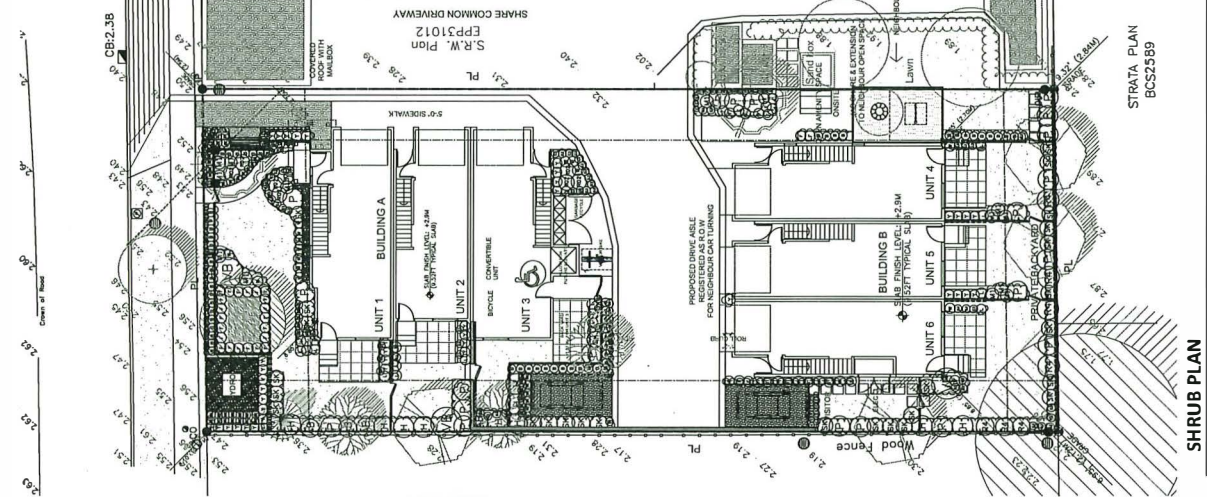
CLIENT: RICHMOND REAL ESTATE

PROJECT
**6 UNIT TOWNHOUSE
DEVELOPMENT**
8329 ALBERTA ROAD
RICHMOND, BC

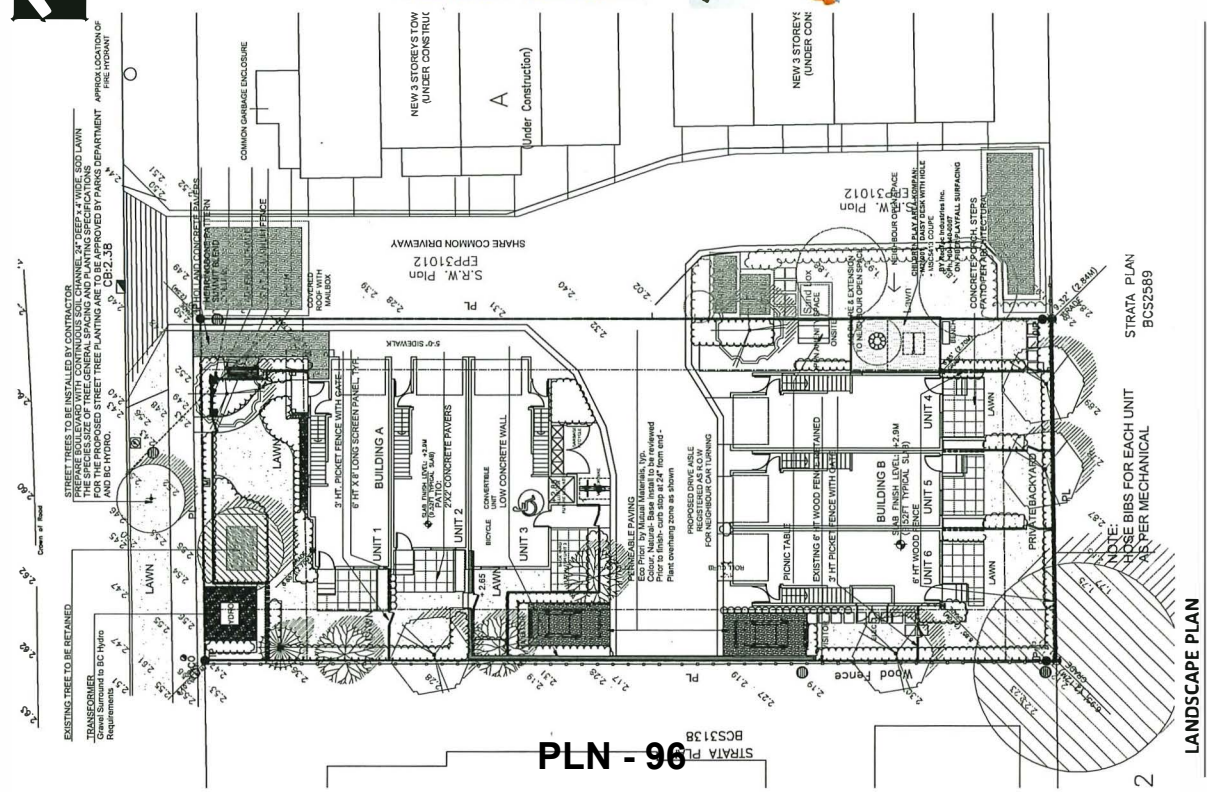
WITH: ERIC LAW ARCHITECT INC.

DRAWING TITLE
**LANDSCAPE
PLAN**

DRAWING NUMBER
L1
DATE: October 25, 2019
SCALE: 3/8"=1'-0"
DRAWN BY: [Name]
DESIGN BY: [Name]
CHECKED BY: [Name]
PMG PROJECT NUMBER: 15-204



SHRUB PLAN
BCS2589



STRATA PLAN
BCS2589

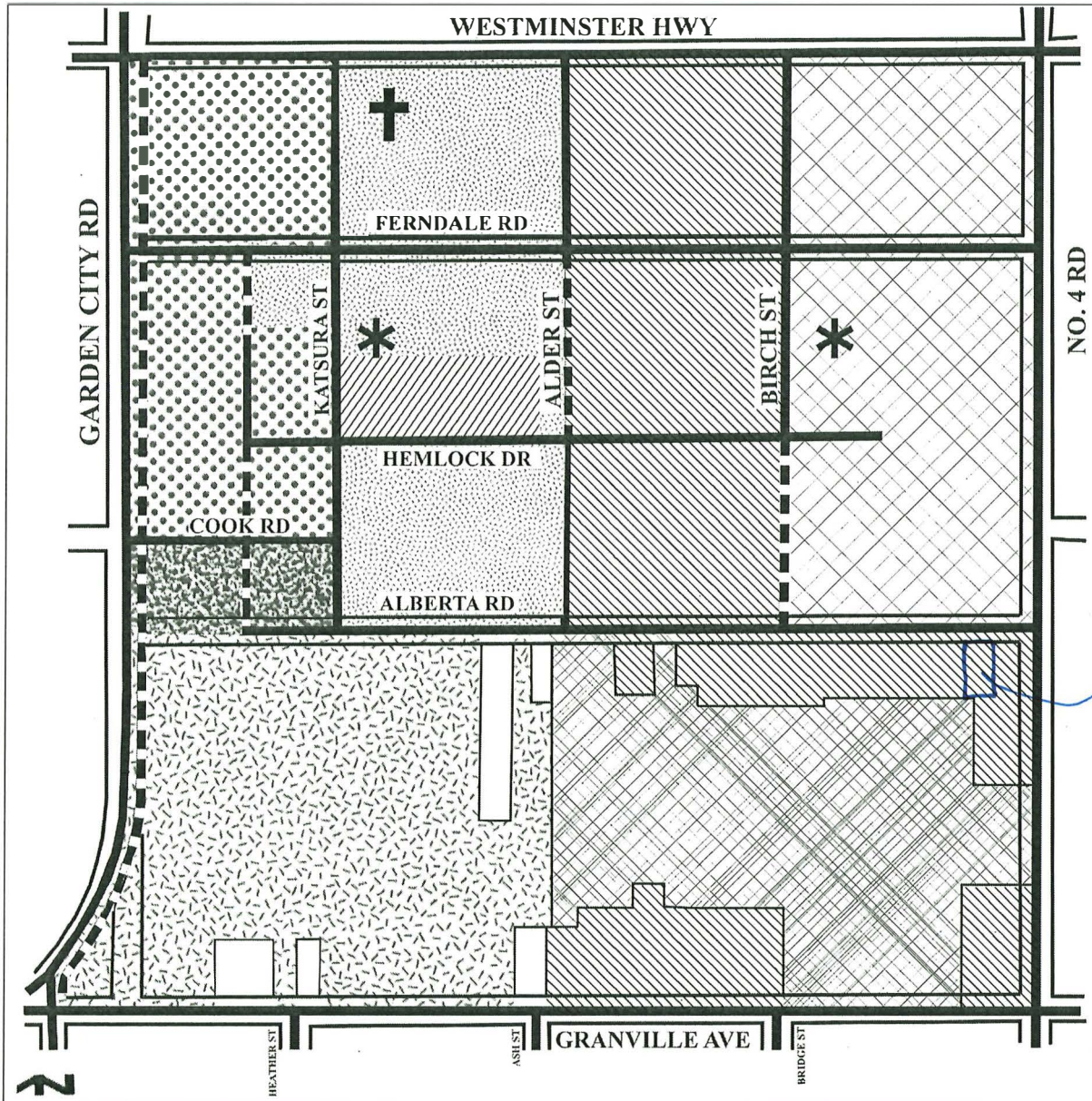
FURNITURE:



PLN - 96

City of Richmond

Land Use Map

 Bylaw 8630
2010/07/19


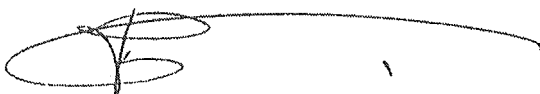
Residential Area 1 1.6 base F.A.R. 4-storey Th., Low-rise Apts. (4-storeys max.) / Mid-rise Apts. (Up to 8-storeys) / High-rise Apts. (Up to 45 m)	Residential Area 3 0.65 base F.A.R. Two-Family Dwelling / 2 & 3-storey Townhouses	Community Park
Residential Area 2 0.95 base F.A.R. 2, 3 & 4-storey Townhouses, Low-rise Apts. (4-storeys max.)	Residential Area 4 0.55 base F.A.R. One & Two-Family Dwelling & Townhouses (2 1/2-storeys typical, 3-storeys maximum where a maximum 30% lot coverage is achieved)	School
Residential Area 2A 0.95 base F.A.R. 2, 3 & 4 & 5-storey Townhouses, Low-rise Apts. (5-storeys max. Up to 19 m)	Residential Area 5 0.55 base F.A.R. One-Family Dwelling	Neighbourhood Parks
Mixed Residential/ Retail/Community Uses	Trail	Principal Roads
	Church	

December 10, 2018

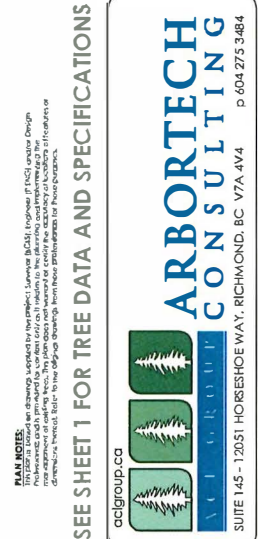
Meeting Summary for onsite meeting held with residents of 9840 Alberta Rd, Richmond BC.
The meeting was held on Sunday July 29th, 2018. At least one member of each household including the 3 strata corporation representatives were at the meeting.

There was a few issues discussed, regarding the amenity space and how it lined up with the current amenity space, if the mail boxes would be shared, if the strata fees would be shared, if it could be one strata, and a few other small items that were addressed right there on site. The one main point that was an issue with the owners in regards to the new building coming next door was the driveway the residents thought that the driveway was not going to be wide enough, they wanted me to confirm with the architect that this driveway met the minimum standards. I did speak with the architect about this and he did confirm that this is what the City of Richmond requires for the driveway width for these types of projects. I had mentioned also that in the property disclosure statements and the title of the property they all had received when they purchased their units that there is an easement that allows for shared use of the drive aisle, and the fence between the two properties that is there now will be coming down to create access to the units and to expand the amenity space. I mentioned the two strata's will share the cost of these spaces, however I will be having the same management company taking care of both so they can have the same maintenance people look after the property so this should bring the strata fees down a little. I have talked with Victor from Citybase about looking after the new units next door as well and since he will be looking after both strata's and he and his company look at a more reasonable management fee. The Strata representatives had confirmed in an email that was sent to the city planner in charge of this file that they were satisfied with all explanations of what was to happen in the adjacent development. They had no further concerns. They had asked me to stay in touch with them through the process which I fully plan on doing.

Thank You

A handwritten signature in black ink, appearing to be 'Raman Kooner', with a long horizontal line extending to the right.

Raman Kooner





Address: 9820 Alberta Road

File No.: RZ 16-742260

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9960, the developer is required to complete the following:

1. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
2. Registration of a flood indemnity covenant on title.
3. Registration of an aircraft noise sensitive land use covenant on title.
4. Registration of a statutory right-of-way (SRW) and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the entire area of the proposed drive aisle in favour of the neighbouring development to the east. The east-west drive aisle is to be shared to allow for a vehicular turnaround and additional 0.7 m wide SRW is to be provided on the subject property along the east property line (approximate length of 20.62 m from the north property line) to widen the existing drive aisle on the neighbouring property to the east. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW.
5. Registration of a cross-access easement and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, for the shared use of the outdoor amenity area on the subject site in favour of the neighbouring development to the east.
6. Registration of a legal agreement on title prohibiting the conversion of the tandem parking area into habitable space.
7. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
8. Submission of a Tree Survival Security to the City in the amount of \$5,000 for the one (1) tree to be retained.
9. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (\$60,180.00) to the City's affordable housing fund.
10. Contribution of \$6,000 (\$1,000 per dwelling unit) in-lieu of on-site indoor amenity space.

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

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
 - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - include a mix of coniferous and deciduous trees;
 - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
 - include the two (2) required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
2	6 cm		3.5 m
2. Complete an acoustical and thermal report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their

alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

Prior to a Development Permit* issuance, the developer is required to complete the following:

1. Submission of a Landscaping Security to the City of Richmond based on 100% of the cost estimates provided by the landscape architect. The security will not be released until an acceptable impact assessment report by the Certified Arborist is submitted and a landscaping inspection has been passed by city staff. The City may retain a portion of the security for a one-year maintenance period.

Prior to a Demolition Permit* issuance, the developer is required to complete the following:

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of CPTED, sustainability, and accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. A Servicing Agreement is not required. Removal of the existing driveway crossing and other frontage improvements including replacement of the street tree in front of the site, and service connections will be done through a work order at the developer's cost. Engineering servicing requirements include:

Water Works:

- Using the OCP Model, there is 503 L/s of water available at a 20 psi residual at the hydrant fronting 9840 Alberta Rd. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
- At the Developers cost, the City is to:
 - Install 1 new water service connection off of the 200mm PVC watermain on Alberta Rd. Meter to be placed onsite in mechanical room.
 - Cut and cap at main, the existing 20mm water service connection.

Storm Sewer Works:

- At the Developers cost, the City is to:
 - Install a new storm service connection off of the existing 600mm storm sewer on Alberta Rd, complete with new inspection chamber.
 - Cut, cap, and remove all existing service leads and inspection chambers along the north property line of the subject site.

Sanitary Sewer Works:

- At the Developers cost, the City is to:
 - Cut and cap at inspection chamber, the existing sanitary service lead at the northeast corner of the subject site.
 - Install a new sanitary service connection off of the existing 200mm PVC sanitary sewer on Alberta Rd.

Frontage Improvements:

- The Developer is required to:
 - Coordinate with BC Hydro, Telus and other private communication service providers
 - To underground Hydro service lines.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite.
 - Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the Rezoning staff report and the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the right of ways dimensions and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:
 1. BC Hydro PMT – 4mW X 5m (deep)
 2. BC Hydro LPT – 3.5mW X 3.5m (deep)
 3. Street light kiosk – 1.5mW X 1.5m (deep)
 4. Traffic signal kiosk – 1mW X 1m (deep)
 5. Traffic signal UPS – 2mW X 1.5m (deep)
 6. Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
 7. Telus FDH cabinet - 1.1mW X 1m (deep) – show possible location in functional plan
- Driveway modifications widened to City standards.
- Close existing single family driveway and reinstate frontage.
- Replacement of the street tree in front of the site. The tree species is to be determined by City's Park staff.

General Items:

- a. The Developer is required to:
 - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
 - Provide, prior to soil densification and preload installation, a geotechnical assessment of preload and soil densification impacts on the existing utilities surrounding the development site and provide mitigation recommendations.

4. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.

5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9960 (16-742260)
9820 Alberta Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“TOWN HOUSING (ZT60) – NORTH MCLENNAN (CITY CENTRE)”**.

P.I.D. 011-390-689

Lot 7 Section 10 Block 4 North Range 6 West New Westminster District Plan 1712

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9960”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

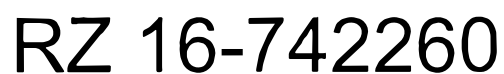
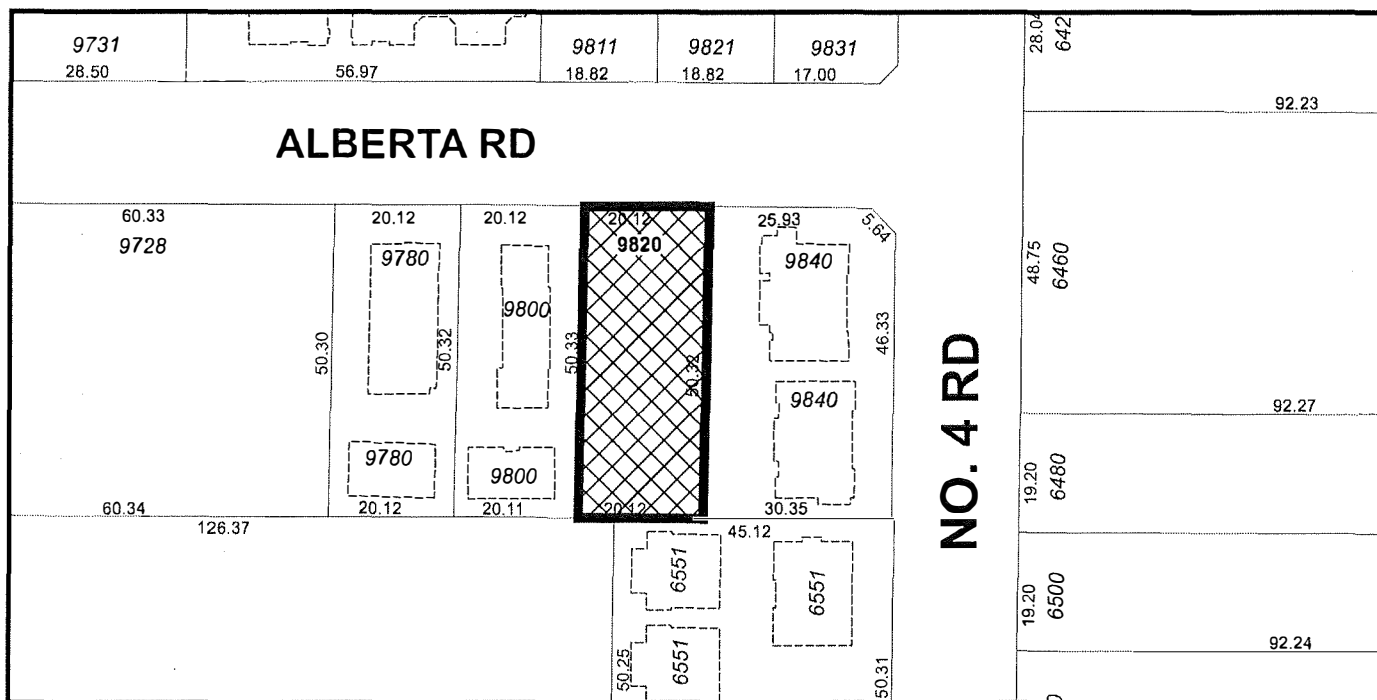
OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by <i>MP</i>
APPROVED by Director or Solicitor <i>R</i>



Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee

Date: December 3, 2018

From: Wayne Craig
Director, Development

File: RZ 18-811041

Re: Application by Rosebud Productions Inc. for Rezoning a Portion of 23000 Fraserwood Way (Unit 105, 110 and 115) to Allow a Licensed Health Canada Medical Cannabis Production Facility

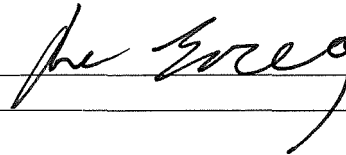
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9978, for the rezoning a portion of 23000 Fraserwood Way (Units 105, 110 and 115) to allow a licensed Health Canada Medical Cannabis Production Facility on a site-specific basis in the "Industrial Business Park (IB1)" zoning district, be introduced and given first reading.


Wayne Craig
Director, Development
WC/ke
Att. 5

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER



Staff Report

Origin

Rosebud Productions Inc. has applied to the City of Richmond for permission to rezone a portion of 23000 Fraserwood Way (Units 105, 110 and 115) (Attachment 1) to allow a licensed Health Canada medical cannabis production facility in the “Industrial Business Park (IB1)” zoning district by adding this as an additional use permitted in this zone on a site-specific basis. The proposal is for the medical cannabis production facility to occupy three units (Strata lots 1, 2 and 3; also known as Units 105, 110 and 115) in an existing 10 unit stratified light industrial building. The total proposed floor area of the medical cannabis production facility would be 1,750 sq. m (18,837 sq. ft.) (Attachment 2 – conceptual development plans).

Findings of Fact

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

Surrounding Development

The subject site contains an existing two-storey light industrial building with supporting parking/loading and vehicle drive-aisles surrounding the building. Business license records indicate that other existing businesses within the building consist of warehousing/wholesale of office supplies and food products, and light manufacturing activities. Vehicle access to the site is provided by two driveways off Fraserwood Way.

To the North: Across Fraserwood Way, Industrial buildings zoned “Industrial Business Park (IB1)”

To the South: Across Hamilton Road, an industrial building zoned “Light Industrial (IL)”

To the East: An industrial building zoned “Industrial Business Park (IB1)”

To the West: Across Queens Road, a vegetated/landscape site zoned “School and Institutional (SI)”

Related Policies & Studies

Official Community Plan

The Official Community Plan (OCP) contains policies and requirements applicable to proposals for a Health Canada licensed medical cannabis production facility. The 2018 *Cannabis Act* and supporting *Cannabis Regulations* allow for Health Canada to issue licenses to commercial medical cannabis producers. The OCP policy for medical cannabis production facilities is to manage such proposals through the rezoning process and review these proposals in conjunction with OCP criteria on a case-by-case basis. The subject site is located in the Hamilton Area Plan in an area designated “Mixed Employment”. The proposed rezoning application is consistent with the OCP policies as follows:

- The site is located in an OCP designated “Mixed Employment” area, consistent with the existing OCP location policies for medical cannabis production facilities.
- The site is located in an area that is anticipated to have minimal impacts to surrounding areas and does not negatively impact potential sensitive land uses.
- The proposed medical cannabis production facility complies with the Hamilton Area Plan “Mixed-Employment” land use designation.

The proposal is for the facility to be located in three strata lot units of an existing multi-tenant, stratified industrial building (containing 10 total strata lot units). The applicant has:

- Informed the existing strata of the proposal and obtained written confirmation that they have no objections to the proposal (Attachment 4).

The OCP policy currently limits the number of cannabis related facilities to one in the City. Additional cannabis related production facilities are to be considered on a case-by-case basis. On September 6, 2016, Richmond Council granted 3rd Reading to Richmond Zoning Bylaw 8500, Amendment Bylaw 9592 for a medical cannabis production facility proposed at 5960 No. 6 Road (RZ 14-665028). The applicant for that rezoning has indicated to staff that they are continuing to work through the processing of their application to Health Canada to obtain approval to become a commercial medical cannabis producer, which is required prior to final adoption. Upon completion of all rezoning considerations for 5960 No. 6 Road, Richmond Zoning Bylaw 8500, Amendment Bylaw 9592 will be forwarded to Council for consideration of final adoption of the bylaw.

The subject rezoning proposal at 23000 Fraserwood Way, if considered and endorsed by Council, would potentially be the second such facility in the City. An amendment to the OCP is not required in conjunction with the rezoning.

Ministry of Transportation and Infrastructure

Approval from the Ministry of Transportation and Infrastructure is required as a rezoning consideration due to the subject site’s proximity to a Ministry controlled highway (i.e., Highway 91). Ministry staff are currently in the process of reviewing the proposal. Any issues or comments on the proposal identified by Ministry staff as part of their review will need to be addressed prior to Ministry approval of the rezoning bylaw, which is a rezoning consideration for this project.

Floodplain Management Implementation Strategy

A flood plain covenant identifying a minimum flood construction level of 3.5 m GSC has already been registered on title of the subject site when this industrial subdivision was constructed.

Public Consultation

A rezoning sign has been installed on the subject property. Staff have received phone calls from the public and businesses operating in the existing industrial building who had general questions about the rezoning application and proposed facility. A letter from the Strata of the subject site has also been submitted noting no objections to the proposal (Attachment 4)

Should the Planning Committee endorse this application and Council grant 1st reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

General Facility Operations Overview

The applicant proposes a medical cannabis production facility with a floor area of 1,750 sq. m (18,837 sq. ft.) in three combined units (Strata lot units 105, 110 and 115) in the existing light industrial building. The applicant notes that development of the facility is intended to occur in two phases, with Phase 1 occurring in Strata lot unit 115 and the Phase 2 to include Strata lot units 105 and 110. The applicant has not indicated the proposed phasing schedule for the production facility.

No retailing or storefront activities are proposed in this facility and will not be permitted in accordance with existing zoning regulations. Medical cannabis produced by the facility will be shipped directly to registered medical patients in accordance with Health Canada regulations.

All proposed activities will be fully contained within the existing industrial building. To address any potential negative impacts, the applicant proposes:

- Heating, ventilation and air conditioning (HVAC) systems to be designed to address odour and moisture through the implementation of charcoal filters and UV lighting.

A report from a registered professional detailing out HVAC, building and mechanical systems to be implemented in the proposed medical cannabis production facility to address odour, moisture and noise generated by operation and to ensure these are implemented through construction of the facility will be required as a rezoning consideration (Attachment 5).

Proposed Zoning Amendment

The proposed Zoning Bylaw amendment is a site-specific amendment to the “Industrial Business Park (IB1)” zoning district to add a medical cannabis production facility as an additional use on the subject site for Strata lots 1, 2 and 3 only. A maximum floor area (1,800 sq. m or 19,375 sq. ft.) will be specified in the zoning regulations, based on the floor area of the proposed facility.

Coordination of Health Canada License Process with City Approvals

In addition to approval of the rezoning, a license from Health Canada is required for the proposed medical cannabis production facility to operate. Health Canada has confirmed receipt of a license application from the proponent, which is currently being processed.

The applicant indicates that their application to Health Canada involves Phase 1 (Strata lot unit 115) of their facility only. For Phase 2 (Strata lot units 105 and 110), an amendment to the issued Health Canada license must be approved (subject to approval of the rezoning). To coordinate the Health Canada license approval process with the rezoning, the following provisions are proposed to be incorporated into the rezoning considerations (Attachment 5):

- Submission of documentation from Health Canada confirming the processing of a Health Canada license application authorizing the applicant to proceed with works to develop a medical cannabis production facility.
- Registration of a legal agreement on title identifying that no final inspection granting occupancy will be completed until proof of the issuance of the Health Canada license for medical cannabis cultivation/production and related activities is provided by the applicant.
- A legal agreement registered on title identifying that no cannabis production can occur on strata lot units 105 and 110 until confirmation of a Health Canada license is provided.

Proposed Security for Facility

Security measures for the proposed facility must be provided in accordance with the federal regulations for physical security and visual monitoring measures in addition to security clearances needed for personnel working at the facility. Information demonstrating how these security requirements are being met in the facility is part of the Health Canada license application review process. There is no approval role of the City in this aspect of facility operations.

Through the Health Canada license application process, background/security checks are undertaken for all key facility personnel/employees. Health Canada also liaises with RCMP as part of the facility personnel background security checks. Should approval of a license be granted by Health Canada, the local RCMP detachment will be engaged and involved with any enforcement or compliance actions (if necessary) pertaining to the operations of a facility in coordination with Health Canada.

Forthcoming Building Permit and Fire Safety Plan

A building permit will be required for any works to convert portions of the existing building to medical cannabis production facility that will be generally limited to interior tenant improvement works. To address fire, life and safety issues as required in Fire Protection and Life Safety Bylaw 8306, a fire safety plan is required to be submitted as part of the building permit application. The fire safety plan is to be prepared by an appropriate fire safety consultant in accordance with Richmond Fire Rescue guidelines and is required to be approved by Richmond Fire Rescue as part of the building permit process.

Future Remediation Requirements

If this rezoning application is approved, the facility will contain a number of specific works and building installations to support a medical cannabis production facility. If in the future, the facility ceases operations, the remediation of the building to ensure health and safety standards will be required. To ensure implementation of remediation measures if needed, the following items will be incorporated into a registered legal agreement secured as a rezoning consideration for the proposal:

- Identify that upon cessation of the use of the facility for medical cannabis production and to address any potential environmental health and safety issues arising from this previous activity, final inspection granting occupancy as part of a building permit application

and/or issuance of a business license for a new permitted use would not be permitted until:

- The owner/operator engage a registered professional to assess the building/unit and all related mechanical systems and develop a remediation plan to address any environmental, health, safety and/or occupational safety issues;
- All works to fulfill the remediation plan must be undertaken, with completion verified by the registered professional.

Transportation and Site Access

The proposed facility will not result in any changes to the existing on-site parking and vehicle circulation area surrounding the existing building. The subject site's two existing driveway accesses to Fraserwood Way will be retained. A Traffic Impact Assessment (TIA) was submitted to identify and assess traffic generation from the proposed use and impacts on the supporting road network. The TIA identified that the existing road infrastructure is able to accommodate traffic generated by the facility. Transportation staff supports the findings of the TIA.

A total of 18 off-street parking stalls are allocated to the proposed facility (as confirmed by the Strata for the subject site), which is consistent with zoning bylaw requirements.

Site Servicing and Frontage Improvements

No servicing or frontage works or upgrades have been identified for this rezoning application. Through the building permit application process, existing City service connections (storm, water and sanitary) will be reviewed to determine if any servicing works are required.

Financial Impact or Economic Impact

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

Conclusion

This rezoning application is for a proposed Health Canada licensed medical cannabis production facility in a portion of an existing light industrial building located at 23000 Fraserwood Way (Units 105, 110 and 115) with a total maximum permitted floor area of 1,800 sq. m (19,375 sq. ft.). The "Industrial Business Park (IB1)" zoning applicable to the subject site is proposed to be amended to permit a medical cannabis production facility on this site. OCP policy also identifies that Council can consider cannabis related facilities, in addition to ones that have already been approved, on a case-by-case basis. The rezoning proposal is consistent with the OCP policy identifying Mixed Employment designated areas as being suitable for this type of use.

On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9978 be introduced and given first reading.

A handwritten signature in black ink, appearing to read 'Kevin Eng', with a stylized flourish at the end.

Kevin Eng
Planner 2

KE:cas

Attachment 1: Location Map

Attachment 2: Conceptual Development Plans

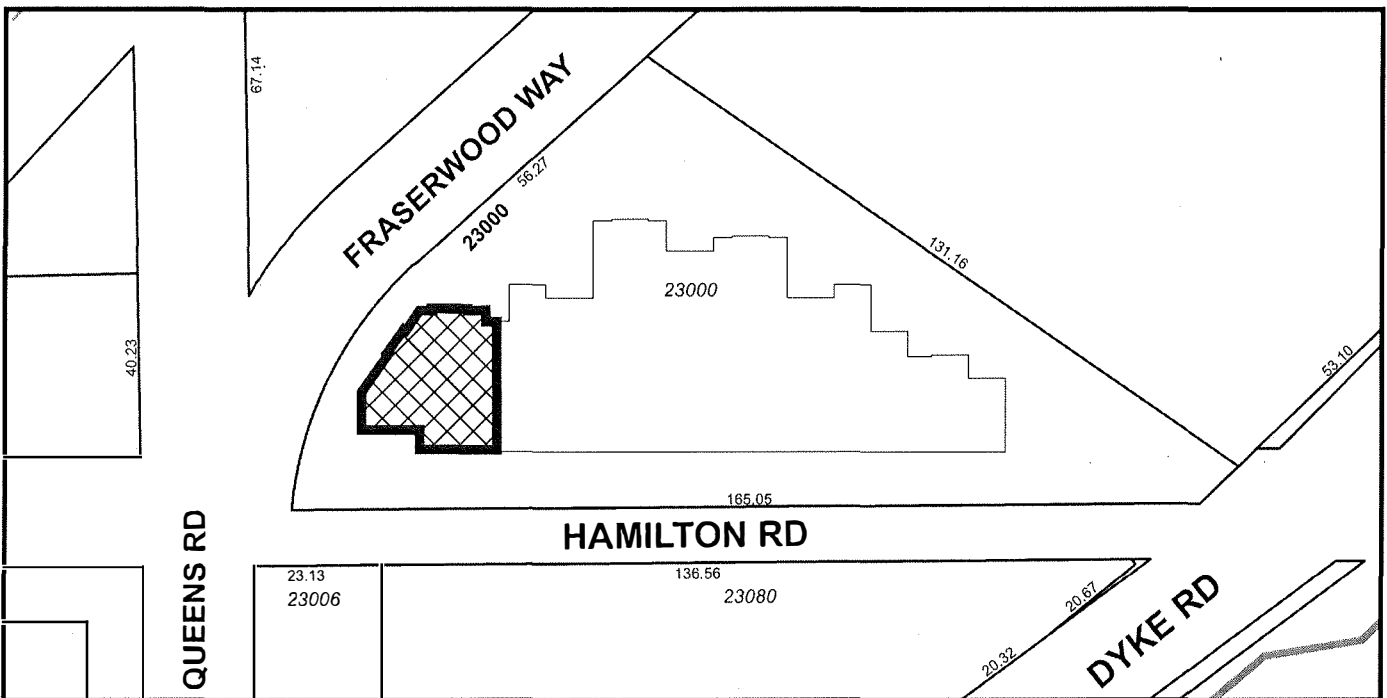
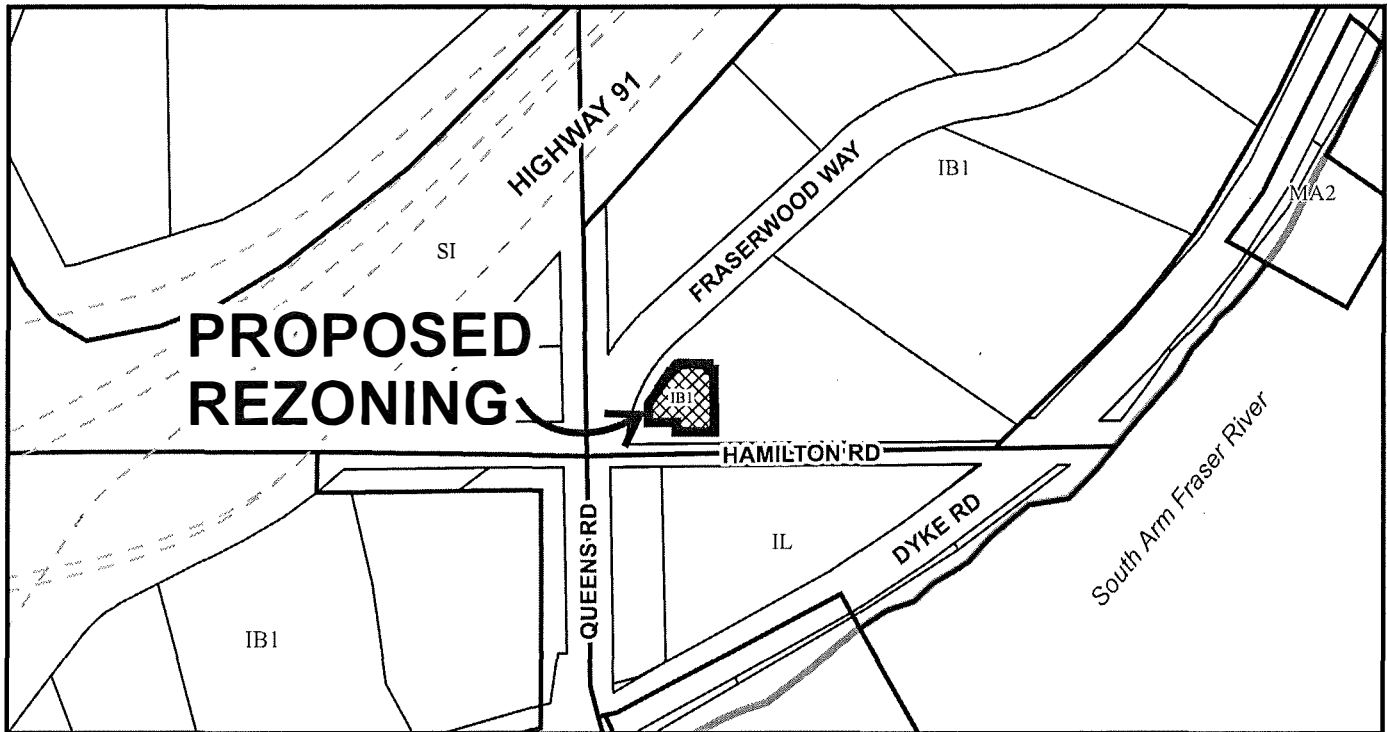
Attachment 3: Development Application Data Sheet

Attachment 4: Letter from Strata of Subject Site (BCS2986)

Attachment 5: Rezoning Considerations



City of
Richmond



RZ 18-811041

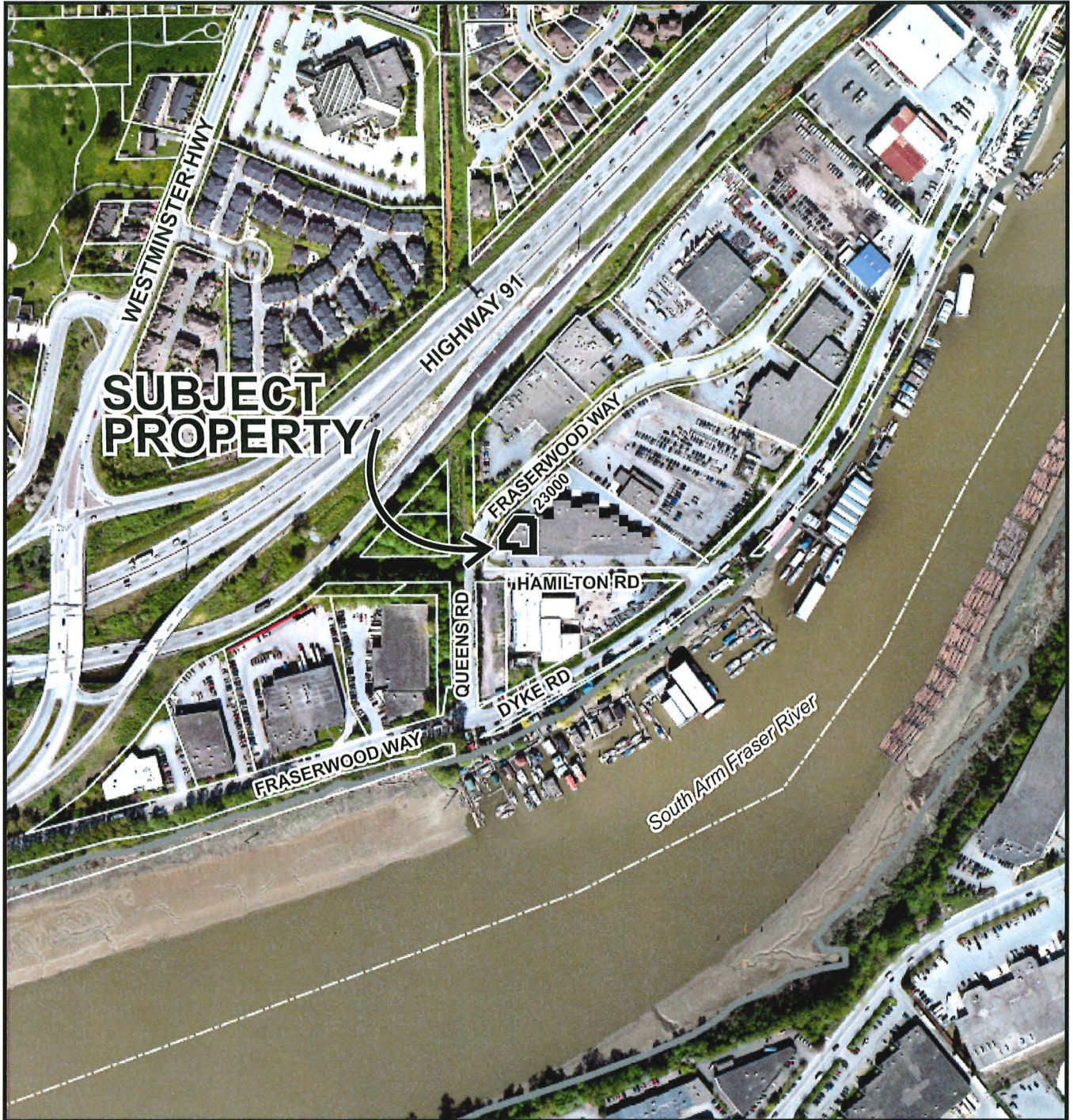
Original Date: 03/02/18

Revision Date: 12/03/18

Note: Dimensions are in METRES



City of
Richmond



RZ 18-811041

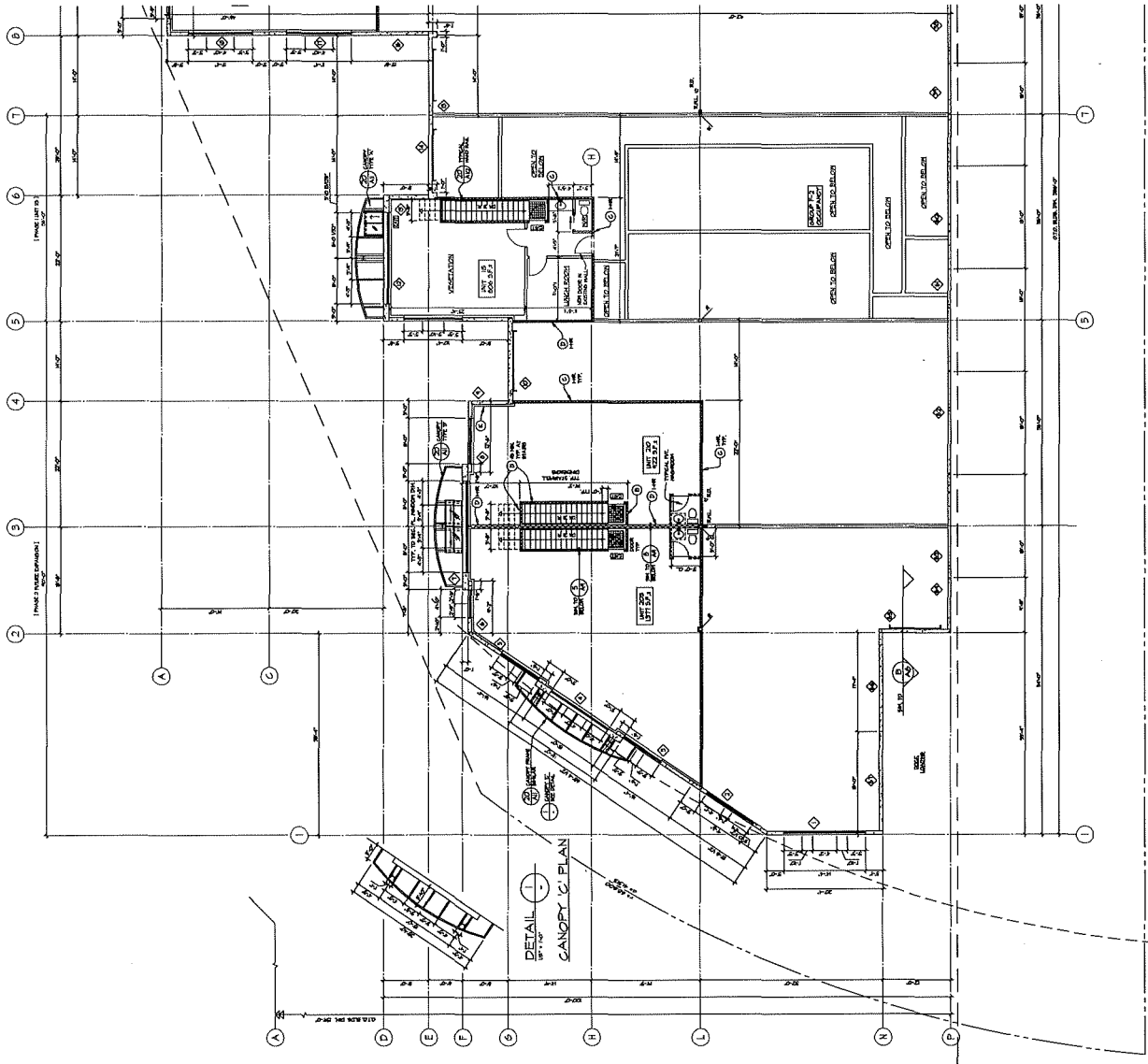
PLN 114

Original Date: 03/02/18

Revision Date: 12/03/18

Note: Dimensions are in METRES

REVISIONS	
NO.	DATE
1	10/1/18
2	10/1/18
3	10/1/18
4	10/1/18
5	10/1/18
6	10/1/18
7	10/1/18
8	10/1/18
9	10/1/18
10	10/1/18



PLN - 117

LO STUDIO

architecture inc.

200 - 101 ACADIE ROAD - RICHMOND, B.C.

604-271-1000 - TEL 604-271-1000 - FAX 604-271-1000

PROPOSED TENANT IMPROVEMENTS

UNIT 115

SECOND FLOOR PLAN

FOR: ROZEMED PRODUCTIONS

17-017-A3

Print date: 04/11/2018 - 3:05pm

SCALE: 1/8" = 1'-0"	DATE: 10/1/18	BY: J. L. L.
1/8" = 1'-0"	DATE: 10/1/18	BY: J. L. L.
1/8" = 1'-0"	DATE: 10/1/18	BY: J. L. L.



RZ 18-811041

Attachment 3

Address: 23000 Fraserwood Way (Unit 105, 110 and 115)(Strata Lots 1, 2 and 3 of BCS2986)

Applicant: Rosebud Productions Inc.

Planning Area(s): Hamilton Sub Area Plan

	Existing	Proposed
Owner:	C-Pac Products of Canada Ltd. (Inc. No. BC0374463)	No change
Site Size (m ²):	8118 m ²	No change
Land Uses:	Light Industrial	Light Industrial Medical Cannabis Production Facility
OCP Designation:	Mixed Employment	No change
Hamilton Area Plan Designation:	Mixed Employment	No change
Zoning:	Industrial Business Park (IB1)	Industrial Business Park (IB1) with provisions to allow a medical cannabis production facility in 3 strata units in an existing building on the subject site
Other Regulations:	N/A	1,800 m ² maximum floor area restriction applied to the medical cannabis production facility.

December 17th, 2018

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

RE: Rosebud Productions Inc.

To whom it may concern;

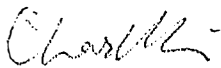
We, the Council of Strata BCS2986, 23000 Fraserwood Way, Richmond, BC, are aware of Justin Dhaliwal's current proposal for a Medical Cannabis production facility at units 105, 110, and 115 of the Strata. We are also aware of the Rezoning Application to the City of Richmond. We have no objections to this proposal.

Furthermore, we confirm that 3 additional parking stalls on-site are available, bringing the total number of parking stalls available for this proposed facility to 18.

There are no objections to the operations of Rosebud Productions Inc.

Should you require any additional information, please do not hesitate to contact the writer.

Regards,



Mr. Charles Lui
President
Strata BCS2986



Address: 23000 Fraserwood Way (Unit 105, 110 and 115) (Strata Lots 1, 2 and 3 of BCS2986)

File No.: RZ 18-811041

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9978, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval
2. Submission of documentation, to the satisfaction of the Director of Development, from Health Canada confirming the processing of a Health Canada license application (as per the *Cannabis Act* and supporting *Cannabis Regulations*) authorizing the applicant to proceed with works to develop a medical cannabis production facility on the subject site. The proponent/applicant will provide any necessary authorizations/consent for the City to contact Health Canada to obtain information on the status of the license application.
3. Registration of a legal agreement on title identifying that no final inspection granting occupancy on a building permit application will be granted in Strata lot units 105, 110 or 115 (Strata Lots 1, 2 and 3 of BCS2986) until approval and issuance of an appropriate Health Canada license for medical cannabis cultivation/production and related activities.
4. Registration of a legal agreement on title identifying that no cannabis production can occur on Strata lot units 105 and 110 (Strata Lots 1 and 2 of BCS2986) until confirmation of a Health Canada approved and issued license or amended license is provided confirming the allowance of the production/cultivation of cannabis in Strata lot units 105 and 110 (Strata Lots 1 and 2 of BCS2986).
5. Registration of a legal agreement on title that will:
 - a) Identify that upon cessation of the use of the facility for medical cannabis production and to address any potential environmental health and safety issues arising from this previous activity, final inspection granting occupancy as part of a building permit application and/or issuance of a business license for a new permitted use would not be permitted until:
 - (1) The owner/operator engage a registered professional to assess the building/unit and all related mechanical systems and develop a remediation plan to address any environmental, health, safety and/or occupational safety issues;
 - (2) All works to fulfill the remediation plan must be undertaken, with completion verified by the registered professional.
6. Submission of a report from a registered professional detailing out specific building measures and mechanical systems to be implemented in the proposed medical cannabis production facility to ensure that all noise, odour and other potential negative operational aspects generated from the facility will be fully contained and compliant with applicable City bylaws (i.e., Noise Regulation Bylaw 8856)

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

1. Submission of a fire safety plan to the satisfaction of Richmond Fire Rescue staff in accordance with Fire Protection and Life Safety Bylaw 8306 of which the following requirements will apply:
 - a) Fire safety plan prepared by an appropriate fire safety consultant, with supporting information from a building code consultant where deemed necessary. The fire safety plan submission is to be in compliance with Richmond Fire Rescue guidelines.
 - b) Demonstrate compliance with current applicable BC Building Code, BC Fire Code, Building Regulation Bylaw 7230 and other applicable federal, provincial and municipal regulations.
 - c) Emergency Procedures to be used in case of fire

- d) Training and appointment of a designated supervisory staff to carry out fire safety duties.
 - e) Documents showing the type, location and operation of fire emergency system(s).
 - f) The scheduling and holding of fire drills, supported with documentation.
 - g) The control of fire hazards.
 - h) Inspection and maintenance of facilities for the safety of the building's occupants.
 - i) Richmond Fire Rescue must approve the fire safety plan prior to final inspection occurring for the Building Permit on the subject site.
2. Submission of a letter of assurance from the registered professional building consultant confirming that the building permit submission includes the building measures and mechanical systems detailed out in the submitted and approved report (outlined in rezoning considerations Item #6). Prior to final inspection of the building permit, submission of a letter of assurance from the registered professional building consultant confirming implementation and installation of all works referenced in the consultant report.
3. Site servicing connections, utilities and general items:
- a) Water Works:
 - (1) Using the OCP Model, there is 200 L/s of water available at a 20 psi residual at the Hamilton Road frontage and 199 L/s of water available at a 20 psi residual at the Fraserwood Way frontage. Based on the Fire Underwriter Survey fire flow calculations you provided, your site requires a fire flow of 200 L/s.
 - (2) At Developer's cost, the Developer is required to:
 - (a) At building permit stage, submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - (3) At Developer's cost, the City will:
 - (a) Confirm the size, location, condition, and material of the existing water connection serving the site. If the existing water connection is adequate to serve the proposed development, it may be retained; if not, it shall be replaced by the City at the developer's cost.
 - (b) Install a water meter on the existing/proposed water connection, as applicable.
 - b) Storm Sewer Works:
 - (1) At Developer's cost, the City will:
 - (a) Confirm the condition and capacity of the existing storm connection serving the site. If the existing storm connection is adequate to serve the proposed development, it may be retained; if not, it shall be replaced by the City at the developer's cost.
 - (b) Provide an inspection chamber on the existing storm connection serving the development site, if it is to be retained.
 - c) Sanitary Sewer Works:
 - (1) At Developer's cost, the City will:
 - (a) Confirm the condition and capacity of the existing sanitary connection serving the site. If the existing storm connection is adequate to serve the proposed development, it may be retained; if not, it shall be replaced by the City at the developer's cost.
 - d) Utilities:
 - (1) At Developer's cost, the Developer is required to:
 - (a) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (i) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (ii) To underground overhead service lines.
 - (iii) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the development site (see list below for examples). A functional plan showing

Initial: _____

conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan:

1. BC Hydro PMT – 4.0 x 5.0 m
2. BC Hydro LPT – 3.5 x 3.5 m
3. Street light kiosk – 1.5 x 1.5 m
4. Traffic signal kiosk – 2.0 x 1.5 m
5. Traffic signal UPS – 1.0 x 1.0 m
6. Shaw cable kiosk – 1.0 x 1.0 m
7. Telus FDH cabinet – 1.1 x 1.0 m

e) General Items:

(1) At Developer's cost, the Developer is required to:

- (a) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures.
- (b) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

4. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

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

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

SIGNED COPY ON FILE

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9978 (RZ 18-811041)
23000 Fraserwood Way (Units 105, 110 and 115)**

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

1. Richmond Zoning Bylaw 8500 is amended by:
 - i. Inserting the following text into Section 12.3.3. B – Additional Uses
“medical cannabis production facility” in accordance with provisions contained in 12.3.11.7”
 - ii. Inserting the following text into Section 12.3.11 – Other Regulations and renumbering subsequent zoning regulations accordingly
“7. A medical cannabis production facility shall only be permitted at the following sites and subject to a maximum of 1,800 m² floor area for a medical cannabis production facility

23000 Fraserwood Way (Strata lots 1, 2 and 3 of BCS2986)
P.I.D. 027-570-428
P.I.D. 027-570-436
P.I.D. 027-570-444
Strata Lot 1, 2 and 3 Section 1 Block 4 North Range 4 West New Westminster District Strata Plan BCS2986 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form V”
2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9978”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE APPROVAL

ADOPTED

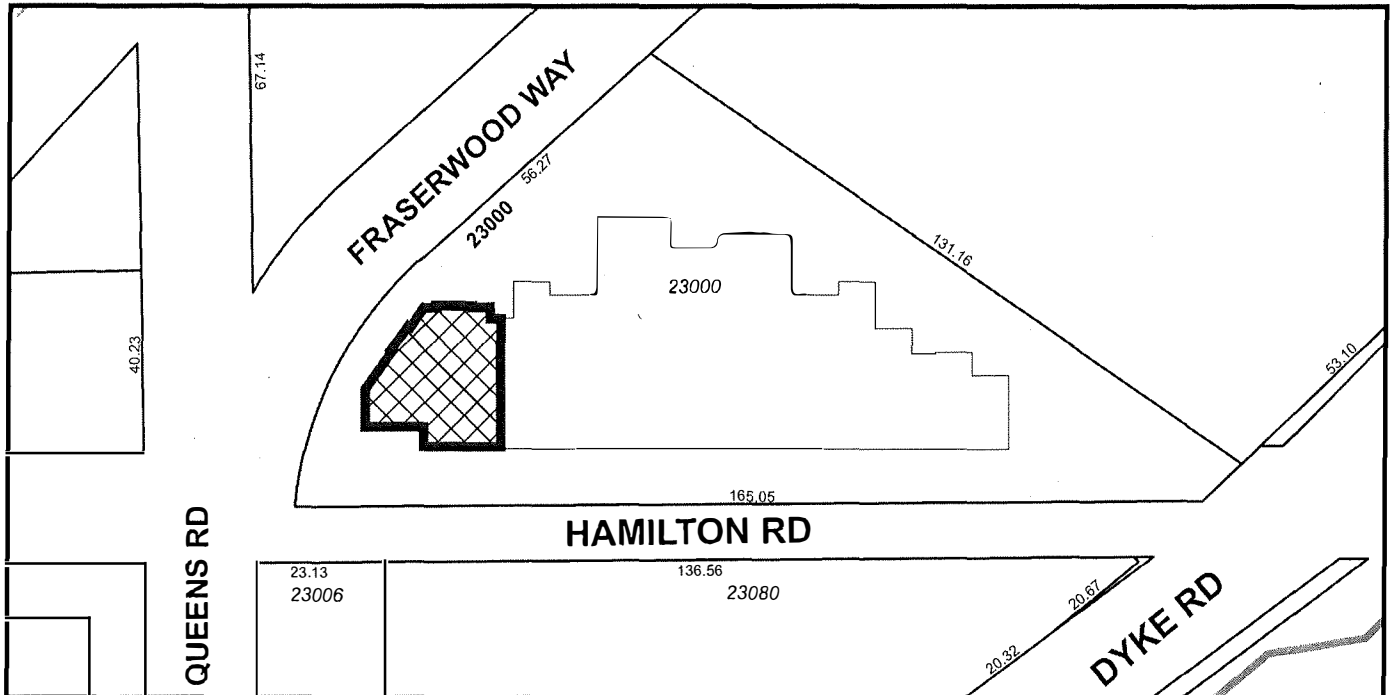
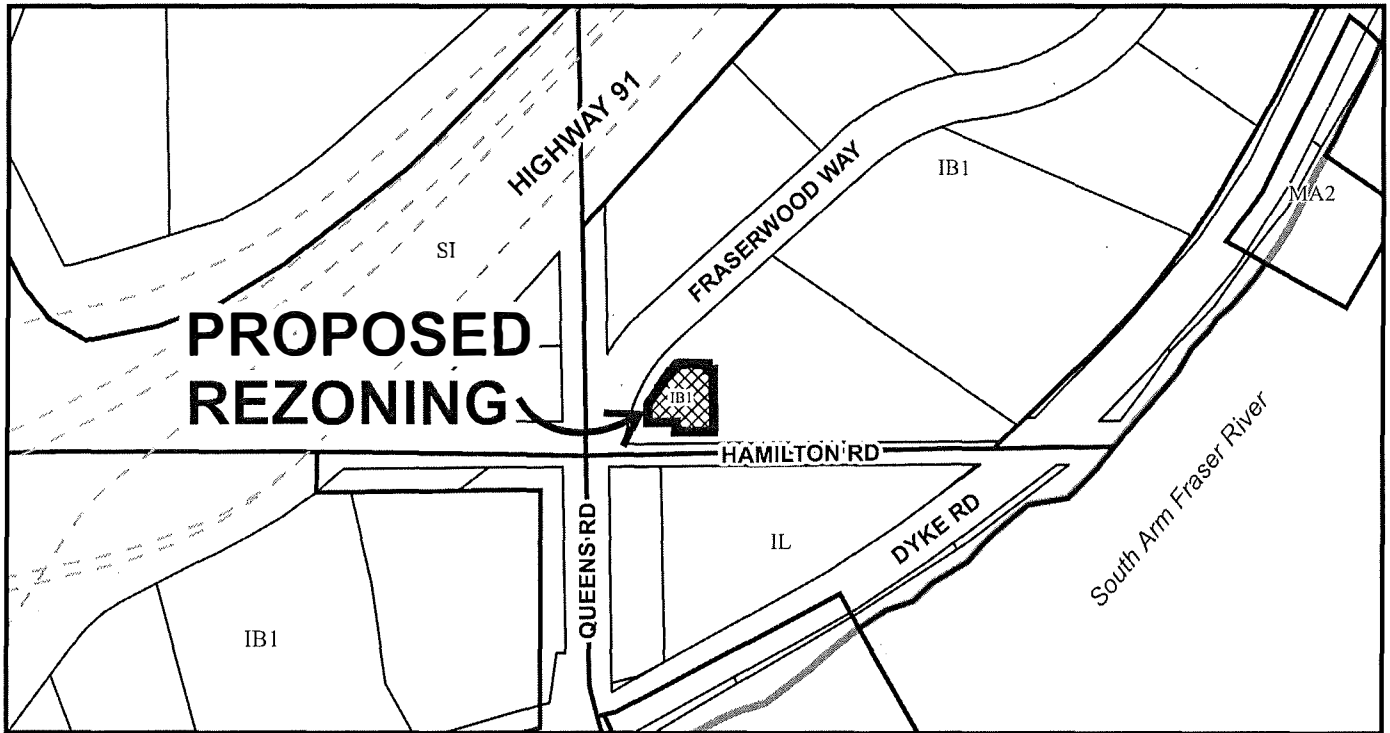
MAYOR

CITY OF RICHMOND
APPROVED by <i>ke</i>
APPROVED by Director or Solicitor <i>ke</i>

CORPORATE OFFICER



City of Richmond



RZ 18-811041

Original Date: 03/02/18

Revision Date: 12/03/18

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: December 18, 2018

File: RZ 16-733904

Re: Application by Interface Architecture Inc. for Rezoning at 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway from "Single Detached (RS1/B)" Zone and "Single Detached (RS1/E)" Zone to "Medium Density Townhouses (RTM2)" Zone

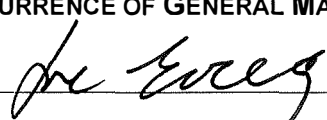
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9982, for the rezoning of 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway from "Single Detached (RS1/B)" zone and "Single Detached (RS1/E)" zone to "Medium Density Townhouses (RTM2)" zone, be introduced and given First Reading.



Wayne Craig
Director, Development
(604-247-4625)

WC:el
Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

Interface Architecture Inc. has applied to the City of Richmond for permission to rezone 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway (Attachment 1) from “Single Detached (RS1/B)” zone and “Single Detached (RS1/E)” zone to “Medium Density Townhouses (RTM2)” zone in order to permit the development of 28 townhouse units and two secondary suites with vehicle access from Steveston Highway.

Project Description

The seven properties under this application have a total combined frontage of approximately 129 m, and is required to be consolidated into one development parcel prior to final adoption of the rezoning bylaw. The proposed density is 0.65 floor area ratio (FAR). The site layout includes 12 two-storey units and 16 three-storey units in 10 townhouse clusters. Two secondary suites and three convertible units are included in this proposal. Vehicle access is provided by a single driveway access to Steveston Highway.

A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

Three of the seven houses on site have already been demolished. The applicant has advised that there are no secondary suites in the remaining four houses. The remaining houses were tenanted at the time the developer acquired the properties, but will be demolished soon for site preparation.

Surrounding Development

To the North: Existing single family dwellings on lots zoned “Single Detached (RS1/B)”.

To the South: Across Steveston Highway, existing single family dwellings on lots zoned “Single Detached (RS1/E)”.

To the East: A 10-unit two-storey townhouse complex on a lot zoned “Low Density Townhouses (RTL1)”.

To the West: A number of single family homes and duplexes on lots zoned “Single Detached (RS1/B)”, “Single Detached (RS1/E)” or “Two-Unit Dwellings (RD1)”, which are all identified for townhouse development under the Arterial Road Land Use Policy.

Related Policies & StudiesOfficial Community Plan/Steveston Area Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”. The Steveston Area Land Use Map designation for the subject site is “Multiple-Family”. This redevelopment proposal for 28 townhouses is consistent with these designations.

Arterial Road Policy

The Arterial Road Land Use Policy in the City’s 2041 OCP (Bylaw 9000), directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for “Arterial Road Townhouse” on the Arterial Road Housing Development Map and the proposal is in compliance with the Townhouse Development Requirements under the Arterial Road Policy.

Floodplain Management Implementation Strategy

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

Public Consultation

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

The developers have also consulted with the owners/residents of the neighbouring properties on the proposed development; concerns related to security and fencing were raised. The developers will address these concerns through detailed architectural and landscaping design at the Development Permit stage. A consultation summary package prepared by the developers and a map of the consultation area can be found in Attachment 4.

Should the Planning Committee endorse this application and Council grant First Reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing; where any area resident or interested party will have an opportunity to comment.

Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Built Form and Architectural Character

The applicant proposes to consolidate the seven properties into one development parcel, with a total net site area of 5,756.7 m². The proposal consists of 28 townhouses, in a mix of two-storey and three-storey townhouse units in 10 clusters. The layout of the townhouse units is oriented around a single driveway providing access to the site from Steveston Highway and an east-west internal manoeuvring aisle providing access to the unit garages. The outdoor amenity area will be situated in a central open courtyard at the rear (north) of the site.

All three-storey units are proposed along Steveston Highway; a minimum 7.5 m side yard setback is provided to the third floor of these buildings to minimize potential privacy concerns. Two-storey duplexes are proposed along the rear (north) lot lines to serve as a transition to the single-family homes to the north. The proposed building forms, heights and setbacks are in compliance with the design guidelines for arterial road townhouse developments.

Two ground level secondary suites are proposed to be included in the development. These suites will be contained in two of the three-storey units (unit type “C-F”) proposed on site (see Attachment 2). The size of each secondary suite is approximately 27 m² (290 ft²) and the total net floor area of each of these “C-F” units is approximately 129 m² (1,387 ft²). Each secondary suite contains an open living/dining/sleeping area, a kitchenette and a bathroom. A surface parking stall will be assigned to each of the secondary units.

To ensure that these secondary suites will not be stratified or otherwise held under separate title, registration of a legal agreement on Title is required prior to final adoption of the rezoning bylaw.

To ensure that the secondary suites are built, registration of a legal agreement on Title, stating that no final Building Permit inspection will be granted until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City’s Zoning Bylaw, is required prior to final adoption of the rezoning bylaw.

To ensure that the parking stalls assigned to the secondary suites are for the sole use of each of the secondary suites, registration of a legal agreement on Title is required prior to final adoption of the rezoning bylaw.

Existing Legal Encumbrances

There are existing 3.0 m wide utility Right-of-Ways (ROWs) along the north property line of all seven subject properties for two existing sanitary sewer lines. The developer is aware that no construction is permitted in these areas.

Transportation and Site Access

One vehicular access from Steveston Highway is proposed, this access will be restricted to right-in/right-out traffic movements. The proposed vehicle access will also be utilized by adjacent properties to the east and west if they apply to redevelop. A Public Right-of-Passage (PROP) Statutory Right-of-Way (SRW) over the entire area of the proposed entry driveway from Steveston Highway and the internal east-west manoeuvring aisle will be secured as a condition of rezoning.

There are considerable transportation improvements required as part of this application. Prior to final adoption of the rezoning bylaw, the developer required to:

- Dedicate a 2.0 m wide of land along the Steveston Highway frontages of 5711, 5731 and 5751 Steveston Highway for future road widening.
- Design and construction of frontage improvements including, but not limited to a new 1.5 m wide concrete sidewalk along the new Steveston Highway property line and a minimum 1.5 m wide grass boulevard with street trees.
- Construct a concrete bus pad (3.0 m x 9.0 m) with electrical pre-ducting conduits at the Steveston Highway/No. 2 Road westbound bus stop. The bus pad is to be constructed to meet accessible bus stop design standards.
- Contribute \$25,000 towards the purchase and installation of a City standard bus shelter. This bus shelter will be placed at the westbound bus stop on Steveston Highway far-side of No. 2 Road or at an alternative bus stop in the vicinity.
- Contribute \$100,000 towards the future upgrade of the special crosswalk at Lassam Road/Steveston Highway to a full traffic signal. The traffic signal works shall include, but are not limited to: traffic signal heads, traffic poles and bases, vehicle detection, UPS (Uninterruptable Power Supply) system, controller cabinet/controller, illuminated street name signs and APS (Accessible Pedestrian signals).

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 83 bylaw-sized trees on the subject property, 14 trees on neighbouring properties, and seven street trees on City property.

The City's Tree Preservation Coordinator and Parks Operations staff have reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

- Two trees (tag# 2159 and 2160); specifically 46cm and 45cm caliper Norway Maples are in very good condition and should be retained and protected.
- Eight trees (tag# 864-872) location along the rear property line and 14 trees (tag# 788-791, 882, 884, 2013-2105, 2174 -2178) located on adjacent neighbouring properties are identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.

- 52 trees located on site are all in poor condition - either dying (sparse canopy foliage), have been historically topped, or exhibit significant structural defects. As a result, these trees are not good candidates for retention and should be replaced. Replacement trees should be specified at 2:1 ratio as per the OCP.
- Parks Operations staff has authorized the removal of seven Sycamore Maple trees (tag# 512, 513, 516, 519, 521, 821 and 954) and a number of Cedar and Boxwood hedge rows located along the Steveston Highway frontage due to their poor condition and conflicts with proposed frontage improvements. Compensation of \$9,100 is required for the removal of the Sycamore Maple trees.

Tree Replacement

The applicant wishes to remove 52 on-site trees. The 2:1 replacement ratio would require a total of 104 replacement trees. According to the Preliminary Landscape Plan provided by the applicant (Attachment 2), the developer is proposing to plant 53 new trees on-site. The size and species of replacement trees will be reviewed in detail through Development Permit and overall landscape design. The applicant has agreed to provide a voluntary contribution of \$25,500 to the City's Tree Compensation Fund in lieu of planting the remaining seven replacement trees should they not be accommodated on the site.

Tree Protection

Two trees on the subject development site, eight trees location along the rear property line, and 14 trees on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to Development Permit issuance, submission to the City of a Tree Survival Security as part of the Landscape Letter of Credit. No Landscape Letter of Credit will be returned until the Post-Construction Assessment Report, prepared by the Arborist, confirming the protected trees survived the construction, is reviewed by staff.
- Prior to demolition of the existing dwellings on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Variance Requested

The proposed development is generally in compliance with the “Medium Density Townhouses (RTM2)” zone; with one proposed variance to reduce the front yard setback from 6.0 m to 4.5 m for proposed Buildings #1 and #2 on the eastern half of the site, and from 6.0 m to 5.6 m for proposed Buildings #9 and #10 on the western half of the site. Staff support the requested variance recognizing that a 2.0 wide road dedication along the frontage of the eastern half of the site is required, and that the Arterial Road Guidelines for Townhouses in the OCP support reduced front yard setback where a 6.0 rear yard setback is provided, on condition that there is an appropriate interface with neighbouring properties. This variance will be reviewed in the context of the overall detailed design of the project; including architectural form, site design and landscaping at the Development Permit stage.

Impacts of Traffic Noise

To protect the future dwelling units at the subject site from potential noise impacts generated by traffic on Steveston Highway, a restrictive covenant is required to be registered on Title prior to final adoption of the rezoning bylaw to ensure that noise attenuation is required to be incorporated into dwelling unit design and construction.

Prior to a Development Permit application being considered by the Development Permit Panel, the applicant is required to submit an acoustical and thermal report and recommendations, prepared by a registered professional, to comply with the requirements of the restrictive covenant.

Affordable Housing Strategy

In addition to the provision of two secondary suite on site, the applicant proposes to make a cash contribution to the Affordable Housing Reserve Fund in accordance to the City’s Affordable Housing Strategy. As the proposal is for townhouses, the applicant will make a cash contribution of \$8.50 per buildable square foot as per the Strategy; for a contribution of \$342,356.62.

Public Art

In response to the City’s Public Art Program (Policy 8703), the applicant will provide a voluntary contribution at a rate of \$0.83 per buildable square foot to the City’s Public Art Reserve fund; for a total contribution in the amount of \$33,430.12.

Energy Efficiency & Renewable Energy

The subject rezoning application and the associated Development Permit application were received prior to the introduction of the BC Energy Step Code (approved by Council on July 16, 2018). The subject development will have until December 31, 2019 to submit an acceptable Building Permit application in order to build under previous energy efficiency requirements. Should the deadline pass the proposed development would then be subject to the Energy Step Code.

The applicants have committed to achieving an EnerGuide Rating System (ERS) score of 82 and all units will be pre-ducted for solar hot water for the proposed development. Registration of a legal agreement on Title to ensure that all units are built and maintained to this commitment is required prior to rezoning bylaw adoption. As part of the Development Permit Application review process; the developers will be required to retain a certified energy advisor (CEA) to complete an Evaluation Report to confirm details of construction requirements needed to achieve the rating.

The developer has also reviewed the feasibility of incorporating solar photovoltaic (PV) installations into the proposed development to provide an alternative energy source. Based on research conducted by the developer and their energy consultant, implementing solar PV installations is suitable on this site. The developer is proposing to install four solar panels per unit, on the south-facing sloped roofs. The size and placement of the solar panels will be reviewed in detail through Development Permit and overall architectural design. The provision of PV panels will be secured through a restrictive covenant, which will be registered on Title prior to final adoption of the rezoning bylaw.

Amenity Space

The applicant is proposing a cash contribution in-lieu of providing the required indoor amenity space on site, as per the OCP. As the rezoning application was submitted prior to the Amenity Contribution rates were updated, this townhouse development application will have to comply with the previous Council's Policy 5041 (Cash in Lieu of Indoor Amenity Space). The Policy requires that a cash contribution of \$1,000 per unit up to 19 units, plus \$2,000 per unit over 19 units be provided in lieu of indoor amenity space. The total cash contribution required for this 28-unit townhouse development is \$37,000.00.

Outdoor amenity space will be provided on-site. Based on the preliminary design, the size of the proposed outdoor amenity space complies with the Official Community Plan (OCP) requirements of 6 m² per unit. Staff will work with the applicant at the Development Permit stage to ensure the configuration and design of the outdoor amenity space meets the Development Permit Guidelines in the OCP.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into the City's standard Servicing Agreement to design and construct frontage beautification works and service connections (see Attachment 6 for details). All works are at the client's sole cost (i.e., no credits apply). The developer is also required to pay Development Cost Charges (DCC's) (City & GVS & DD), School Site Acquisition Charge and Address Assignment Fee.

Development Permit

A Development Permit processed to a satisfactory level is a requirement of zoning approval. Through the Development Permit, the following issues are to be further examined:

- Compliance with Development Permit Guidelines for multiple-family projects in the 2041 Official Community Plan (OCP).
- Refinement of the proposed building form to achieve sufficient variety in design to create a desirable and interesting streetscape along Steveston Highway and along the internal drive aisles, to reduce visual massing of the three-storey units along Steveston Highway, and to address potential adjacency issues.
- Refinement of the proposed site grading to ensure survival of all proposed protected trees and appropriate transition between the proposed development to the public sidewalk on Steveston Highway, and to the adjacent existing developments.
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.
- Review of size and species of on-site replacement trees to ensure bylaw compliance and to achieve an acceptable mix of conifer and deciduous trees on-site.
- Refinement of site layout and landscape design to maximize planting areas along internal drive aisles, to maximize permeable surface areas, and to better articulate hard surface treatments on site.
- Review of aging-in-place features in all units and the provision of convertible units.
- Review of the sustainability strategy for the development proposal, including measures to achieve an EnerGuide Rating System (ERS) score of 82, as well as size and locations of the proposed solar panels.

Additional issues may be identified as part of the Development Permit application review process.

Financial Impact or Economic Impact

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

Conclusion

The proposed 28-unit townhouse development is generally consistent with the Official Community Plan (OCP) and the Arterial Road Policy in the OCP. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 6; which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9982 be introduced and given First Reading.



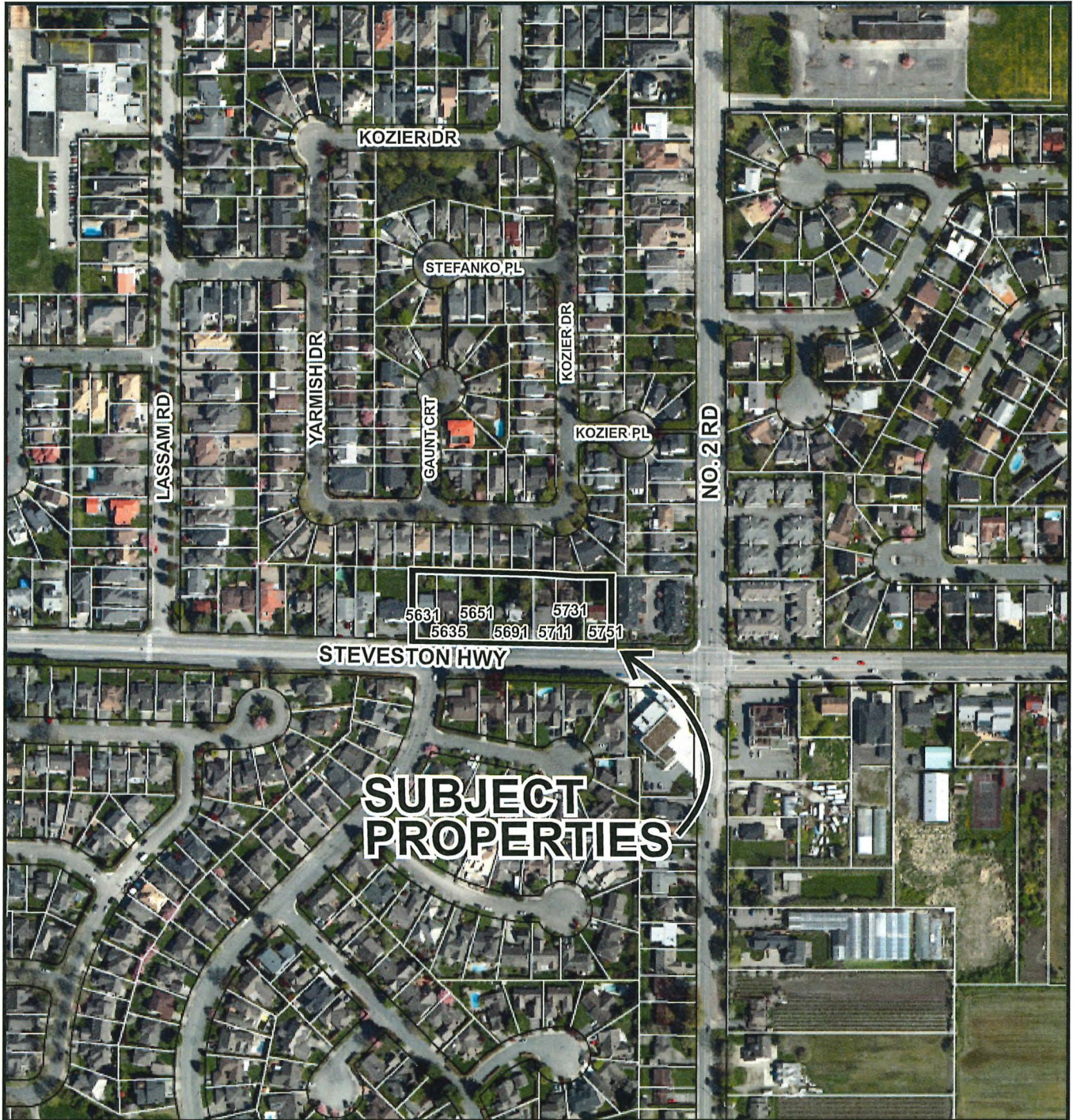
Edwin Lee
Planner 1
(605-276-4121)

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Attachment 1: Location Map
Attachment 2: Conceptual Development Plans
Attachment 3: Development Application Data Sheet
Attachment 4: Consultation Summary
Attachment 5: Tree Management Plan
Attachment 6: Rezoning Considerations



City of
Richmond



RZ 16-733904

Original Date: 07/07/16

Revision Date: 01/02/18

Note: Dimensions are in METRES

LEGAL DESCRIPTIONS:
TWC ADDRESSES:
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12) PARCEL A, (BEF 1712) LOT 36, EXCEPT PLAIN SUBDIVIDED BY PLAIN 576141 PLAIN 1738
13) LOT 77B, PLAIN 5002
14) LOT 77A, PLAIN 5002
15) LOT 77B, PLAIN 5002
16) LOT 77C, PLAIN 5002
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19) LOT 77F, PLAIN 5002
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5	1-4 F 1-4 B	4,560 F	1,261 F	3,299 F
6	1-4 F 1-4 B	4,560 F	1,261 F	3,299 F
7	1-4 F 1-4 B	4,560 F	1,261 F	3,299 F
8	1-4 F 1-4 B	4,560 F	1,261 F	3,299 F
9	3-4 C 1-4 Gd	7,277 F	3,239 F	5,338 F
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4	FALL OVERLAY A
5	TRUCK TURNING PLAN
6	BALDWIN 1 PLANS AND ELEVATIONS
7	BALDWIN 2 PLANS AND ELEVATIONS
8	BALDWIN 3 PLANS AND ELEVATIONS
9	BALDWIN 4 PLANS AND ELEVATIONS
10	STREET CATCHER 1 STRUCTURES
11	STREET CATCHER 2 STRUCTURES
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2	LANDSCAPE DETAILS
3	THREE IMMAGINATION PLAN
4	LANDSCAPE DETAILS
Arboretist	
REPORT DATED AUGUST 27, 2018	
Survey	
SURVEY DATED JULY 15, 2017	

Architect

INTERSPACE ARCHITECTURE INC.
4250 - 1590 CUMBER ROAD
RICHMOND, BC V6X 3Z9
Tel: 604-271-1188
Email: info@interspacearchitecture.com

J.C. TAYLOR AND ASSOCIATES
3115 - 803 DOUGHERST STREET
VANCOUVER, BC V6C 2K7
Tel: 604-541-4233
Tel: 604-541-4239
Email: jctaylor@jctaylor.com

Civil

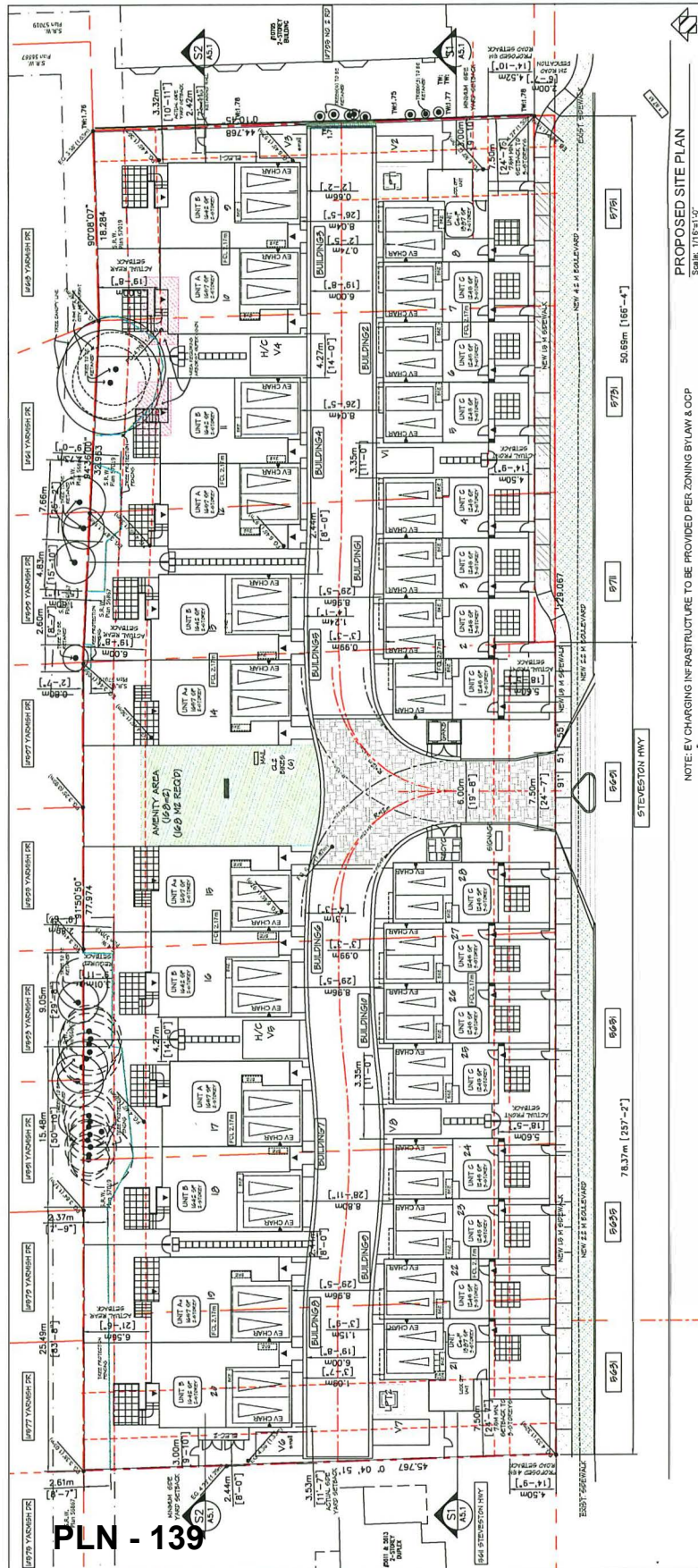
CONCRETE CONSULTING
4220 - 2570 VERNON HWY
KAMLOOPO, BC V9Y 3P7
Tel: 250-863-2222
Email: info@concreteconsulting.ca

Landscape Architect

PWG LANDSCAPE ARCHITECTS
1000 - 1000 WEST GREEN DRIVE
VANCOUVER, BC V6C 0G9
Tel: 604-260-0071
Email: info@pwglandscape.com

Arboust

PROGRESS OREK TREE CONSULTANTS
1715 MCQUEEN AVENUE
VANCOUVER, BC V6M 1K4
Tel: 604-271-1188
Tel: 604-271-0070
Email: info@progressorek.com



NO.	DATE	REVISION DESCRIPTION	DR.
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2	18 JAN 05	NEW SITE PLAN	SD
3	18 AUG 22	NEW SITE PLAN	SD
4	18 NOV 22	NEW SITE PLAN EGY COMMENTS	SD

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DEVELOPMENT

5631-5751 STEVESTON HIGHWAY
RICHMOND

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PLAN**

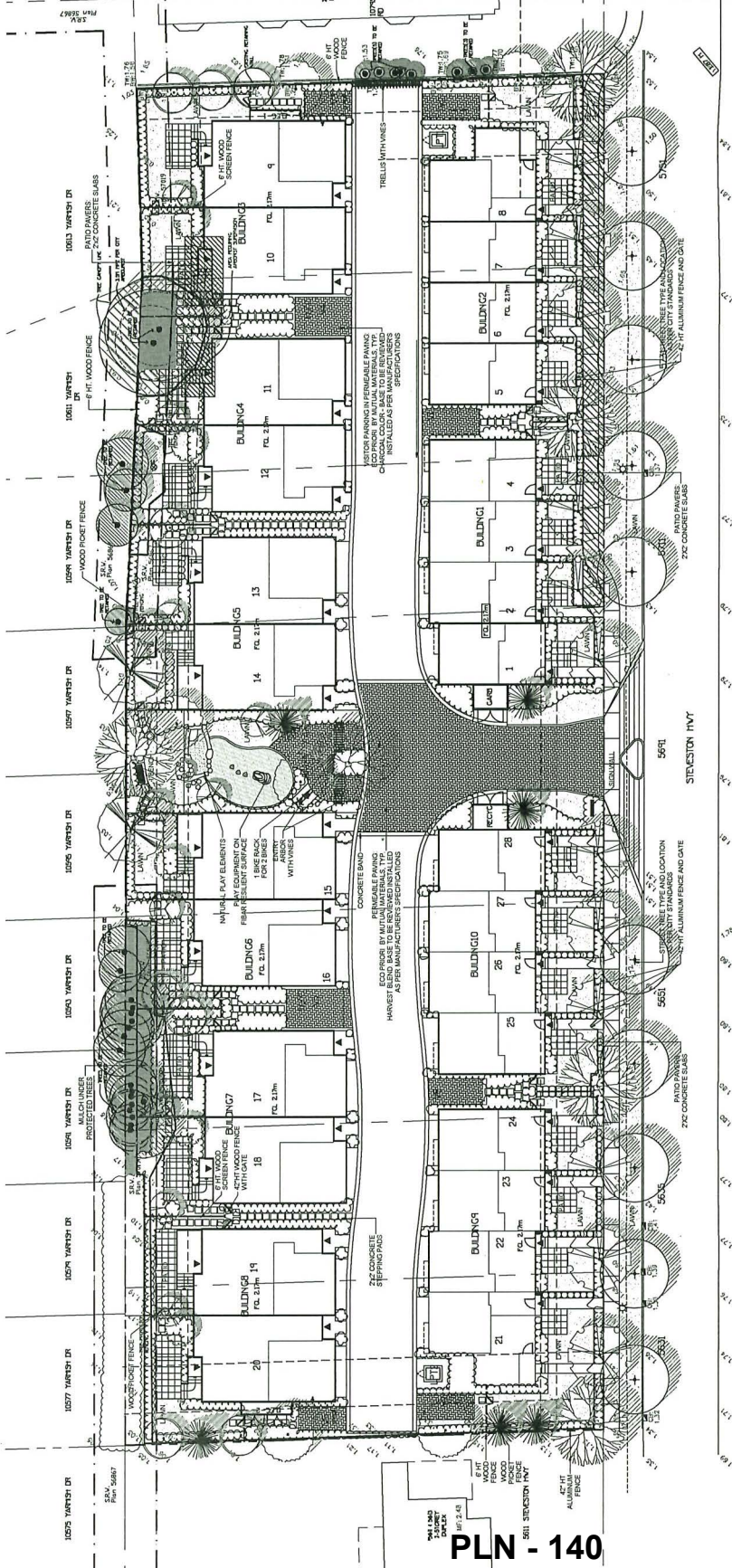
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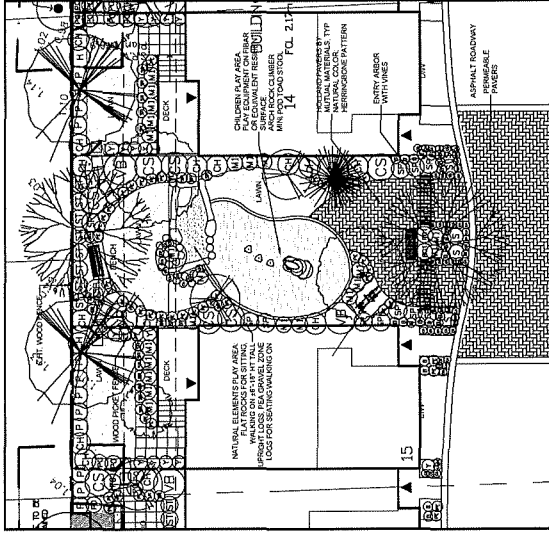
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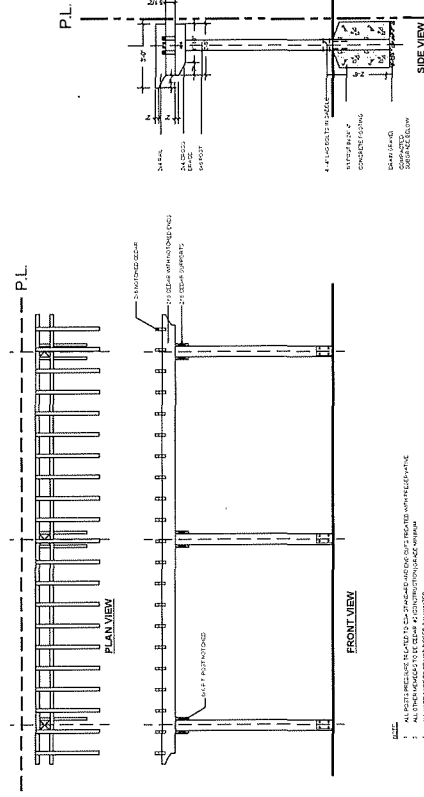
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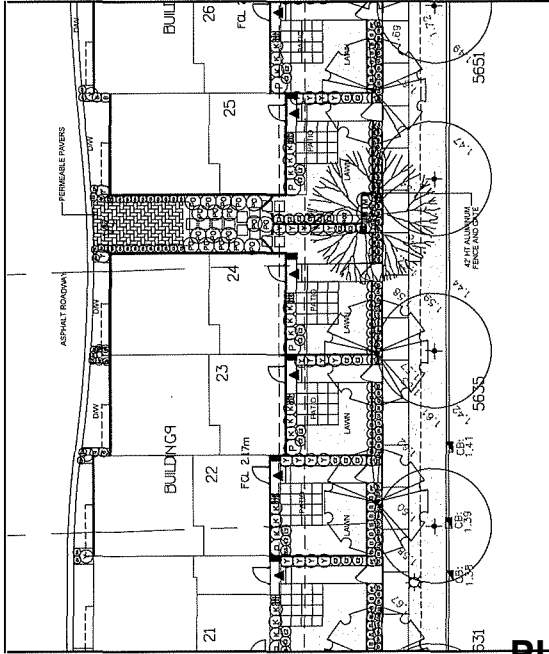
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86	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
87	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
88	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
89	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
90	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
91	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
92	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
93	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
94	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
95	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
96	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
97	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
98	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
99	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	
100	1	LOQUATUM SPACHIANUM	100 CAL. 10" STB, S&B	



ENLARGEMENT 2 - AMENITY AREA



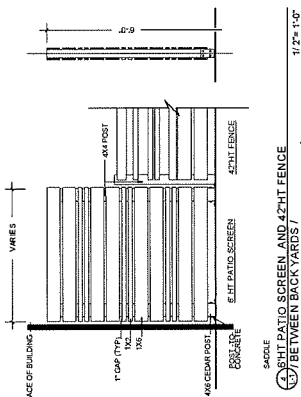
κ TRELLIS STRUCTURE

$$\underline{3/8'' = 1'-0''}$$


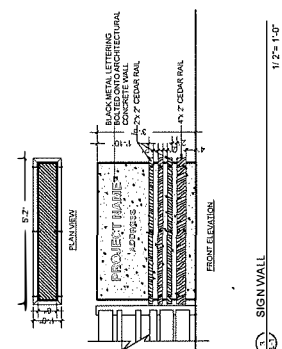
ENLARGEMENT 1 - TYPICAL STREET FRONT

[illegible][illegible]

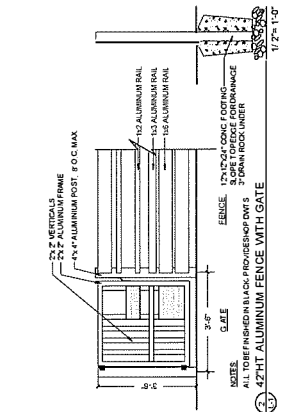
- NOTES:**
- ALL POSTS/PRESSURE TREATED TO A STANDARD AND END JOINTS TREATED WITH PRESERVATIVE.
- ALL POSTS/PRESSURE TREATED OTHER MEMBERS TO BE CEDAR "C" CONSTRUCTION GRADE MINIMUM.
- * ALL POSTS ARE NOT DIPPED GALVANIZED
- * ALL WOOD CONTACT SURFACES TO MEET STRUCTURES SPECIFICATION
- * FINISH SELECTION AS APPROVED BY PROJECT ARCHITECT
- * ALL FENCES TO HAVE LEVEL CHANGES IN GRADUE TO BE IN 12" OF STEPS MAX.)



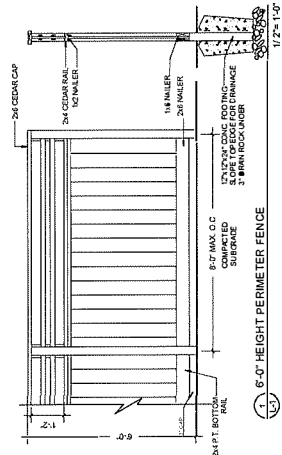
4 6HT PATIO SCREEN AND 42HT FENCE
1-1 / BETWEEN BACK YARDS / 1/2" = 1'-0"



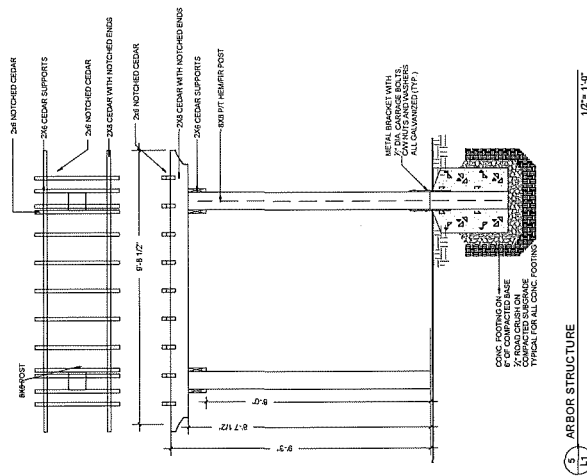
③ SIGN WALL 1/2"=1'-0"



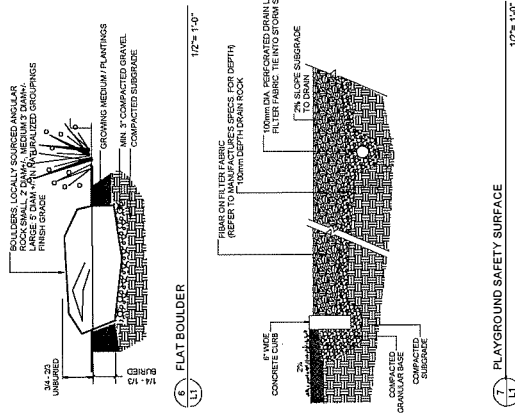
2 42HT ALUMINUM FENCE WITH GATE



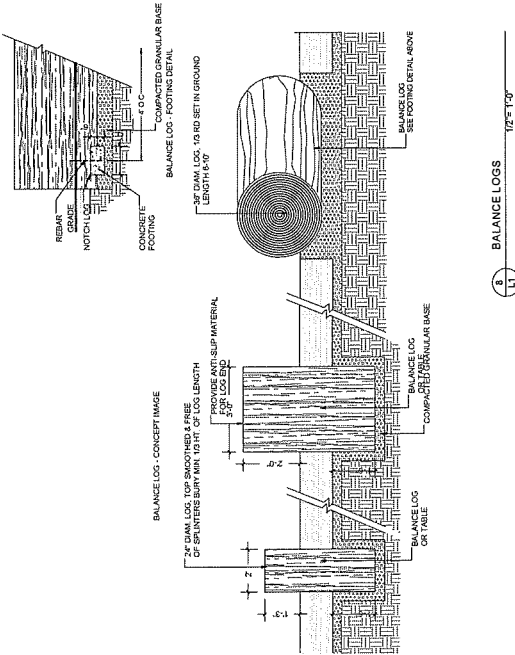
1 6'-0" HEIGHT PERIMETER FENCE



5 ARBOR STRUCTURE
L1
1/2" = 1'-0"



7 PLAYGROUND SAFETY SURFACE 1/2" = 1'-0"



BALANCE LOGS 1/2 = 1.0

REVISIONS	
REV 14, 2018	RZ Revisions
SEPT 13, 2018	RZ Revisions
JUN 29, 2018	RZ Revisions
NOV 02, 2017	RZ Construction
APRIL 12, 2017	RZ Construction
APRIL 04, 2016	RZ Revisions
CONCULATIONS	
<p>These drawings were prepared by the architect for the purpose of illustrating the proposed development and are not to be used for any other purpose without the written consent of the architect. The architect assumes no responsibility for the accuracy or completeness of the information provided by others, and the architect is not responsible for the design of any structure or equipment shown on these drawings. The architect is not responsible for the design of any structure or equipment shown on these drawings.</p>	
<p>INTERFACE 1100-230 1100-230 Richmond BC Canada V6V 2G5 F 604 821 1146 www.interfacearchitects.com</p>	
<p>PROJECT Proposed 28-Unit Townhouse Development 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RZ 16-733904

Attachment 3

Address: 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway

Applicant: Interface Architecture Inc.

Planning Area(s): Steveston (Schedule 2.4)

	Existing	Proposed
Owner:	1104773 BC Ltd. & Enrich Properties Steveston Ltd.	No Change
Site Size (m²):	5,858.6 m ²	5,756.7 m ²
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Low-Density Residential	No Change
Area Plan Designation:	Multiple-Family	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/B) and Single Detached (RS1/E)	Medium Density Townhouses (RTM2)
Number of Units:	7	28
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.65	0.65 Max.	none permitted
Lot Coverage – Building:	Max. 40%	40% Max.	none
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard (m):	Min. 6.0 m	4.5 m Min. @ Buildings 1 & 2 5.6 m Min. @ Buildings 9 & 10	Variance Requested
Setback – East Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – West Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (north) (m):	Min. 3.0 m	6.0 m Min.	none
Height (m):	Max. 12.0 m (3 storeys)	12.0 m (3 storeys) Max.	none
Lot Width:	Min. 50.0 m	129.06 m	none
Lot Depth:	Min. 35.0 m	44.76 m	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit + 1 (R) per secondary suite	2 (R) and 0.21 (V) + 1 (R) per secondary suite	none
Off-street Parking Spaces – Total:	58 (R) and 6 (V)	58 (R) and 6 (V)	none
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (56 x Max. 50% = 28)	0	none
Small Car Parking Spaces	Max. 50% when 31 or more spaces are provided on-site (64 x Max. 50% = 32)	16	none
Handicap Parking Spaces:	Min. 2% when 11 or more spaces are required (64 x 2% = 2 spaces)	2	none
Bicycle Parking Spaces – Class 1 / Class 2:	1.25 (Class 1) and 0.2 (Class 2) per unit	1.25 (Class 1) and 0.21 (Class 2) per unit	none
Off-street Parking Spaces – Total:	35 (Class 1) and 6 (Class 2)	35 (Class 1) and 6 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 28 units = 168 m ²	168 m ²	none

Other: Tree replacement compensation required for removal of bylaw-sized trees.

Enrich Properties Steveston Consultation Summary

Over the period of October 10 – 19, our consultation team from Enrich Properties Steveston Ltd consisting of primarily Ken Tsang and William Yang has been reaching out to the neighbouring properties of our development project to introduce our company, issue out the information flyer (attached for your reference), and to address any issues or feedback they may have via door to door visits. These neighbouring properties included all the units in the 10795 No 2. Road townhouse, 10575-10613 Yarmish Dr. single residential homes, and 5611/5613 Steveston Hwy.

Our first day of contact was on October 10 starting from 6:00pm and ending at 8:30pm. On this initial visit, Ken was able to contact Unit # 1, 2, 4, 5, 8 at 10795 No.2 Rd, 5611/5613 Steveston Hwy, and 10575, 10577, 10579, 10591, 10597, 10599, 10613 Yarmish Rd. This visit involved the discussion of the information flyer and spending time with each individual homeowner to address the rezoning and development of a 28-unit townhouse project on lots 5631 – 5751 Steveston Highway. During this consultation, we focused on the discussion of the rezoning and development of a 28-unit townhouse project on lots 5631-5751 Steveston Highway which included our estimated construction start date of late 2019, the construction of new privacy fences separating our townhouse from their property, the flow of traffic entering from the site entry located on the current 5691 Steveston Highway, the retention and removal of trees, and the number of storeys of each unit.

With each individual consultation, residences were given the opportunity to share any of their thoughts, concerns or feedback. Majority of residences had no concerns. Of those that did express concern, 10575 Yarmish Dr. was concerned with security and privacy and requested for higher fencing and trees. 10577 Yarmish Dr. requested for replacement of rear fencing and tree trimming. Unit #5 10795 No.2 Rd, the owner expressed no concerns and acknowledged the development but did not wish to sign at the moment. Unit #4 10795 No.2 Rd, were tenants and has forwarded Enrich Properties Steveston and the information provided during our visit to the homeowners. 10613 Yarmish Rd, was provided with the information flyer and will reply at a later date. All feedback sheets of our consultation have been signed and approved by the homeowners (attached for reference).

The second visit on October 16 between 6:00 pm to 6:30pm, we revisited the homeowners we were able to come in contact with to provide them with a copy of the information flyer and the contact information for both Enrich Properties Steveston and Edwin Lee at the City of Richmond. On this same visit, we continued to reach out to those we have missed on the first day and were able to contact 10611 Yarmish Dr. whom expressed concerns of security, privacy fencing provided, trees to be retained/removed, and overall more information.

Enrich Properties Steveston Consultation Summary

The third visit on October 18 from 7:00 pm to 7:30pm, we continued to visit the neighbors we were unable to contact. On this visit, we were able to reach Unit #6 10795 No.2 Road who was not aware of the development, did not express interest in knowing more nor signoff on the flyer.

To conclude, during our three consultation visits to the neighboring properties, we were able to reach out to the majority of the neighbors and were successful in providing information in regards to the rezoning and development of our 5631-5751 Steveston Highway project. Of those that expressed concerns, security and fencing were the most stated. We were unable to reach out to Unit# 3, 7, 9 10795 No.2 Road and 10593, 10595 Yarmish Drive.

Neighbour Feedback Sheet

Address	Unit	Note	Feedback	Status
10795 No. 2 Rd	1	Able to contact owner	No comments	Flyer attached
	2	Able to contact owner	No comments	Flyer attached
	3	Unable to contact owner		Three attempts 10/Oct 16/Oct 18 Oct
	4	Able to contact tenant	Renting Only	No Flyer
	5	Able to contact owner	Acknowledge the construction but not willing to sign	No Flyer
	6	Able to contact owner	Does not know anything about the construction and not willing to sign	Flyer attached
	7	Unable to contact owner		Three attempts 10/Oct 16/Oct 18 Oct
	8	Able to contact owner	No comments	Flyer attached
	9	Unable to contact owner		Three attempts 10/Oct 16/Oct 18 Oct
5611 Steveston Hwy		Able to contact owner	Cut the trees	Flyer attached
5613 Steveston Hwy		Able to contact owner	No comments	Flyer attached
10575 Yarmish Rd		Able to contact owner	Higher Fencing for better security, more trees for privacy	Flyer attached
10577 Yarmish Rd		Able to contact owner	Replacement of rear fencing/Tree trimming	Flyer attached
10579 Yarmish Rd		Able to contact owner	No comments	Flyer attached
10591 Yarmish Rd		Able to contact owner	No comments	Flyer attached
10593 Yarmish Rd		Unable to contact owner		Three attempts 10/Oct 16/Oct 18 Oct
10595 Yarmish Rd		Unable to contact owner		Three attempts 10/Oct 16/Oct 18 Oct
10597 Yarmish Rd		Able to contact owner	No comments	Flyer attached
10599 Yarmish Rd		Able to contact owner	No comments	Flyer attached
10611 Yarmish Rd		Able to contact owner	Security/Need for info/Fence height/Trees, did not sign	Flyer attached
10613 Yarmish Rd		Able to contact owner	Owner will replay later	No Flyer

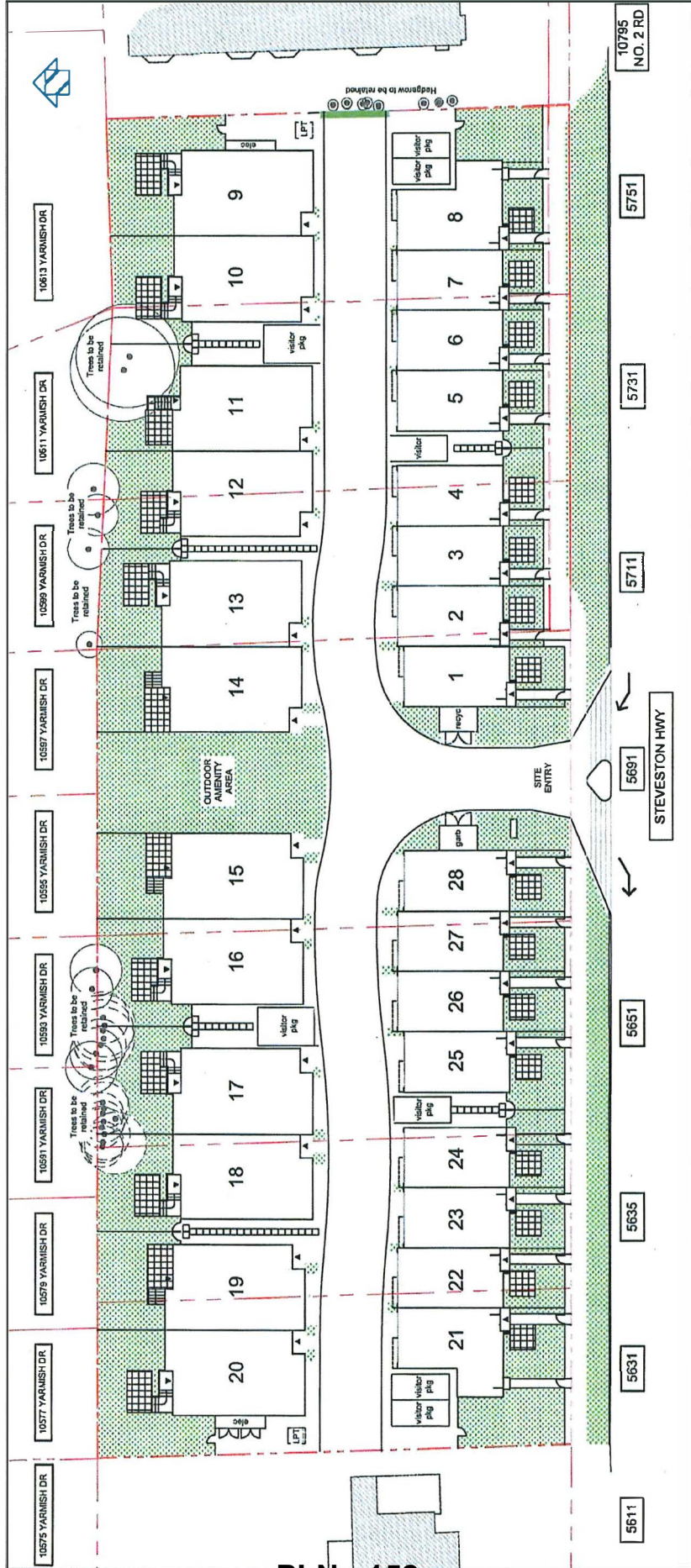
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



PLN - 152

Neighbour Address: 1-10298, No 2 Road Comments: _____

Name: Stevenson, N/A (print)

Signature: [Signature] Date: OCT 10, 2018

☒ Owner Resident or ☐ Rental Resident ☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

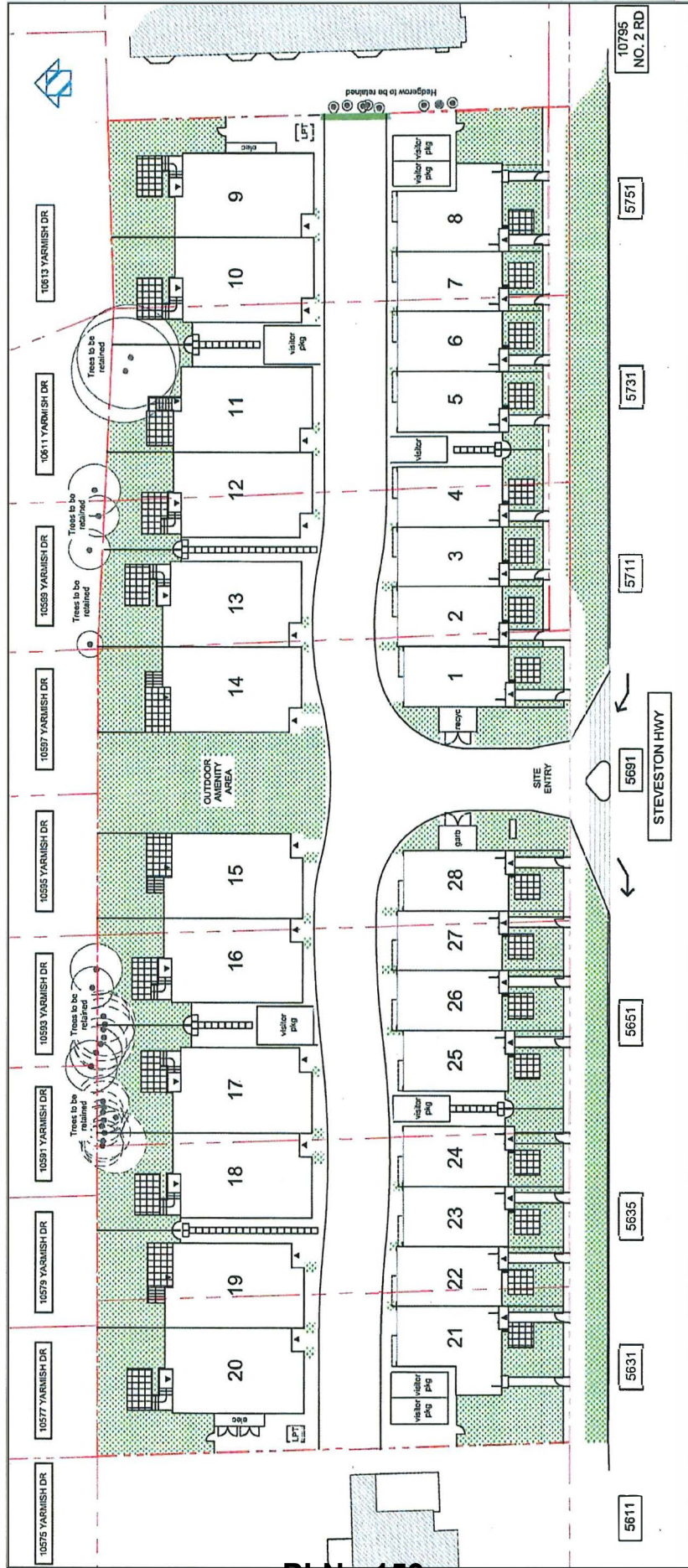
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
 Architect: Interface Architecture
 Landscape: PMG Landscape Architects

No. of Units: 28 units
 Floor Area Ratio: 0.65 FAR
 Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
 Parking Spaces: Complies with OCP
 Variances: None requested



PLN - 153

Neighbour Address: #2-10795 No. 2 Rd Comments: _____

Name: Ying Biu (print)

Signature: Biu Date: OCT 10, 2018

☒ Owner Resident or ☐ Rental Resident ☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

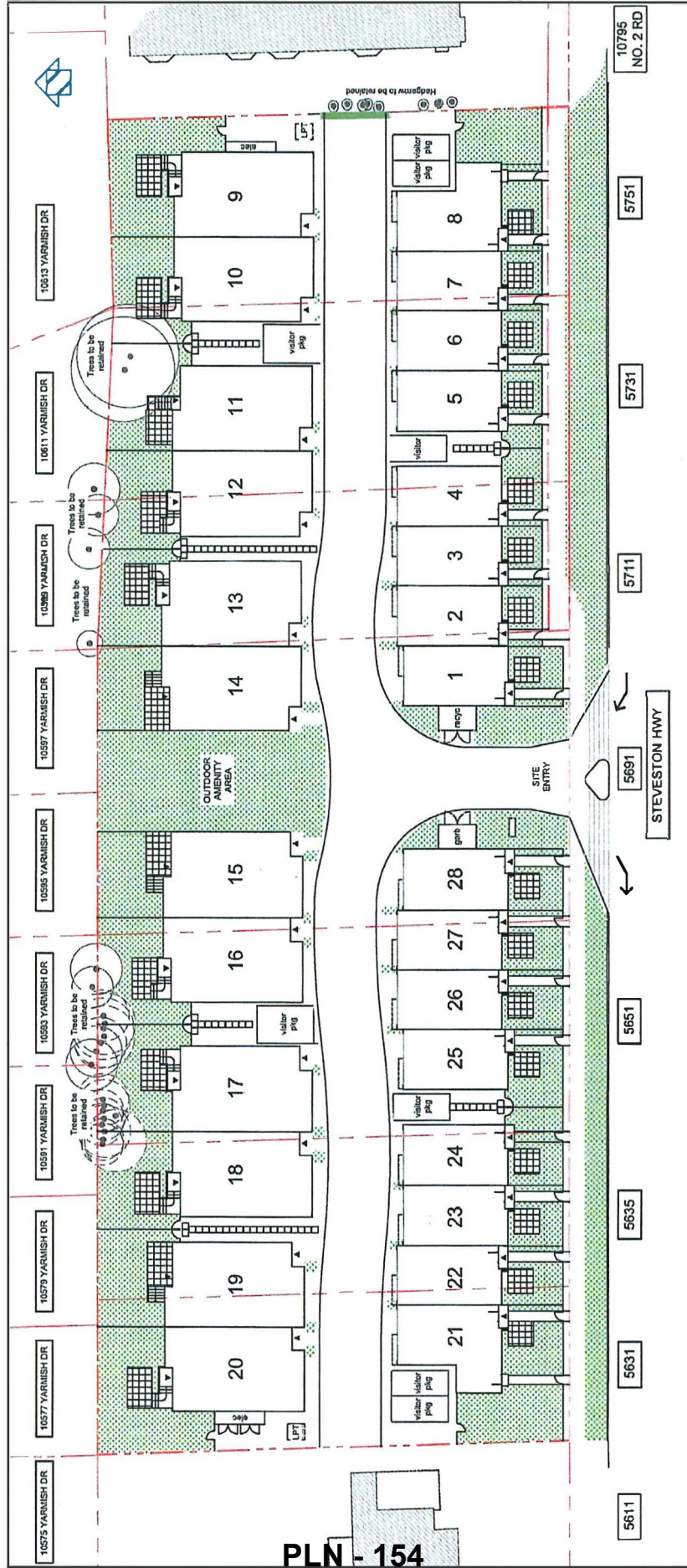
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



Neighbour Address: 6

Name: Wilson (print)

Signature: _____

Date: _____

Comments: Do not know anything about the project

☒ Owner Resident or ☐ Rental Resident

☐ I Have No Issues With The Proposal

☐ I Have Concerns With The Proposal

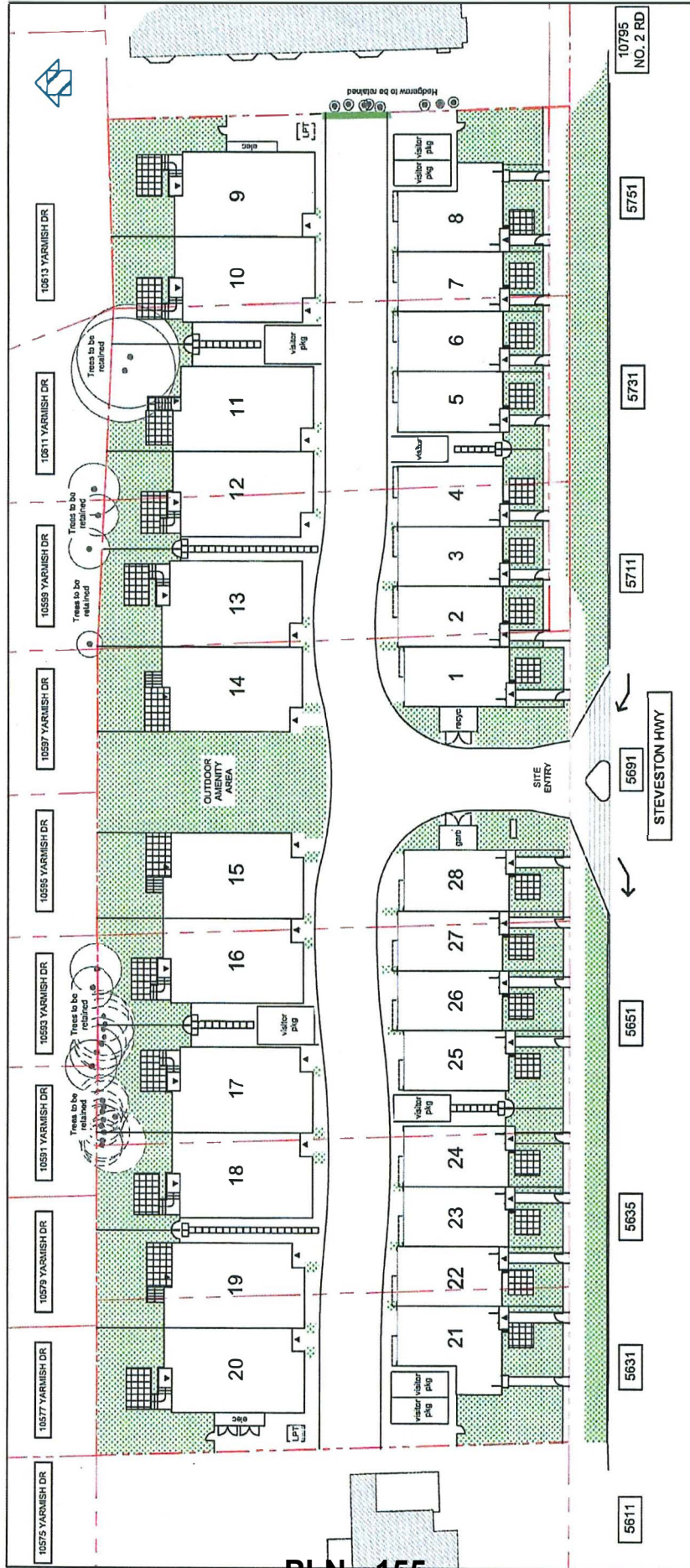
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
 Architect: Interface Architecture
 Landscape: PMG Landscape Architects

No. of Units: 28 units
 Floor Area Ratio: 0.65 FAR
 Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
 Parking Spaces: Complies with OCP
 Variances: None requested



PLN - 155

Neighbour Address: Unit #8, 10795 No. 2 Rd.

Name: Reese Lin (print)

Signature: *Reese Lin*

Date: OCT 10, 2018

Comments:

☒ Owner Resident or ☐ Rental Resident

☒ I Have No Issues With The Proposal

☐ I Have Concerns With The Proposal

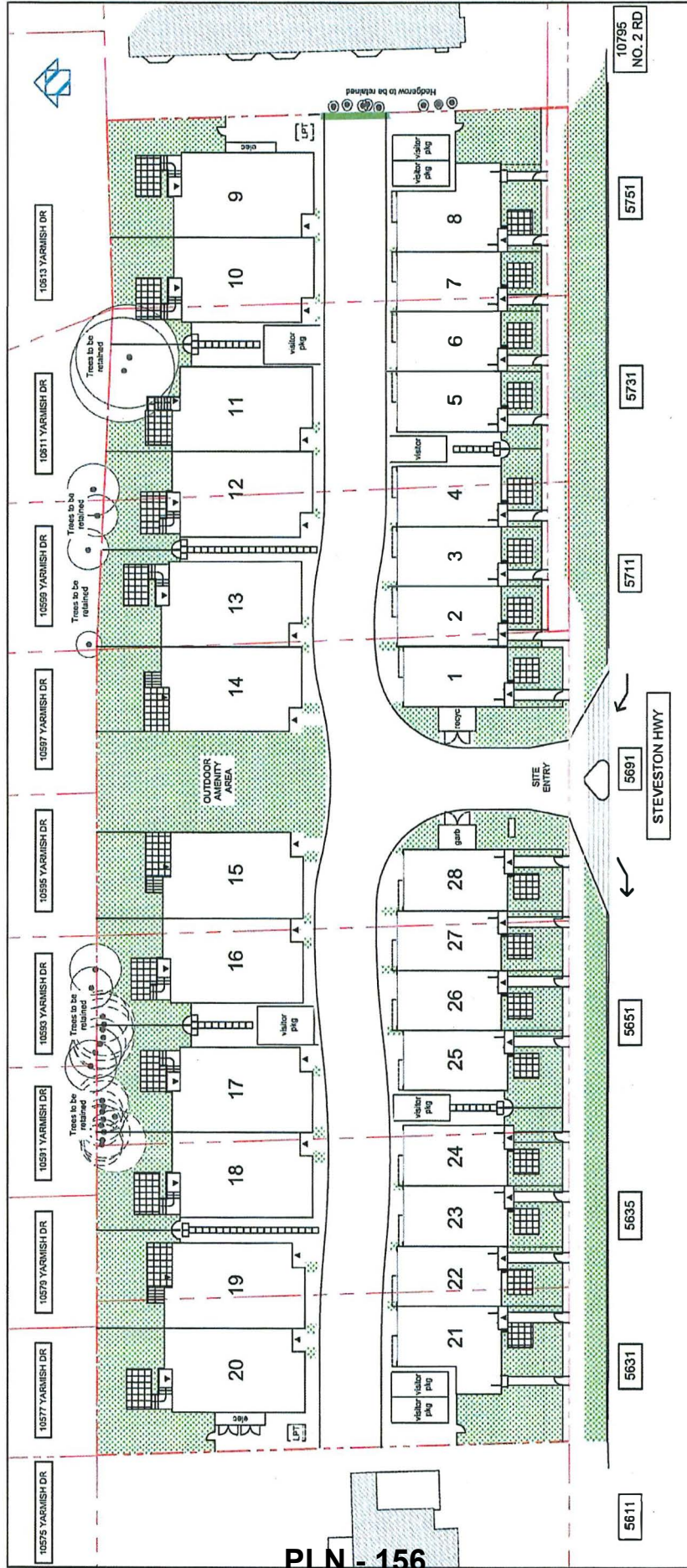
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



Comments: Cut the trees

Neighbour Address: 5611 Steveston Hwy

Name: ALBERT OH (print)

Signature: [Signature]

☒ Owner Resident or ☐ Rental Resident

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

Date: OCT 10, 2018

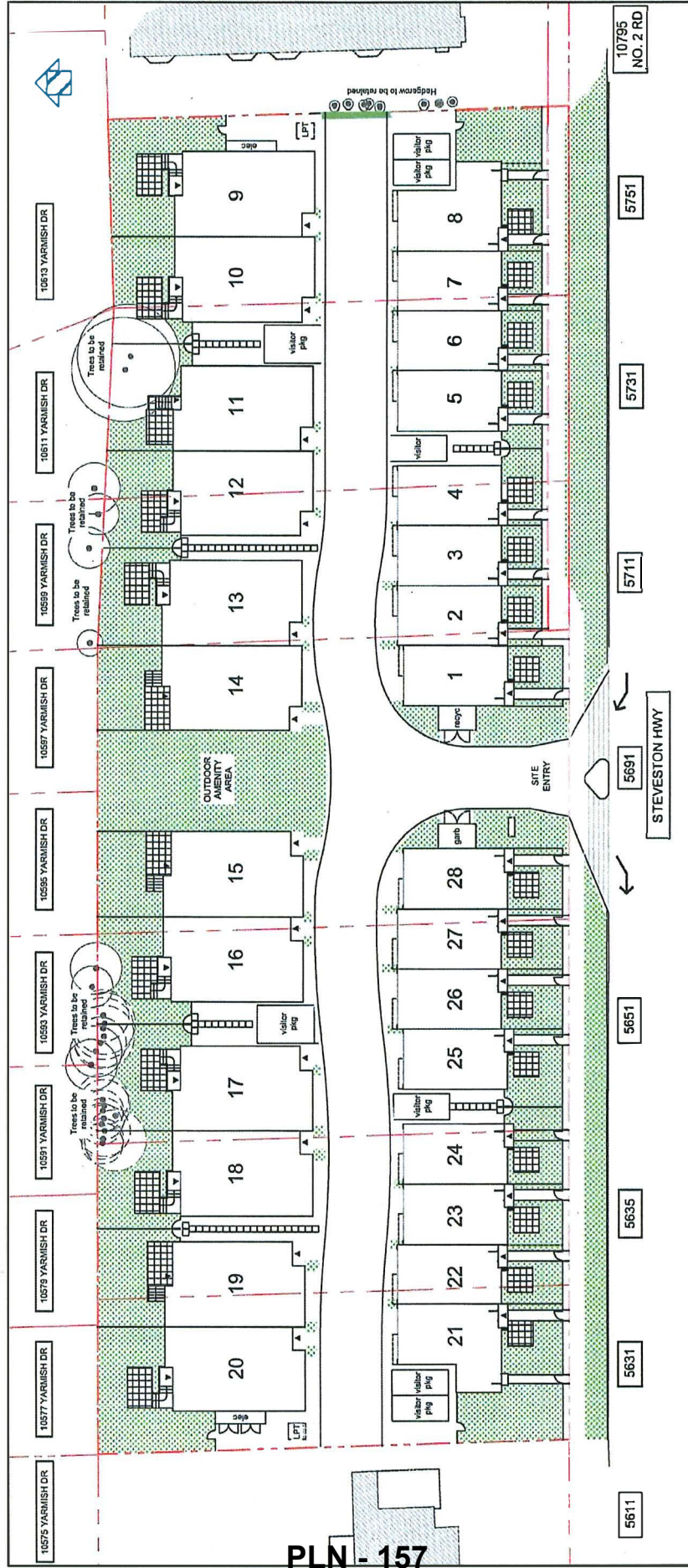
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



PLN - 157

Neighbour Address: 7015 Steveston

Name: Michael Yu (print)

Signature: [Signature]

☒ Owner Resident or ☐ Rental Resident

Comments:

Date: OCT 10, 2018

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

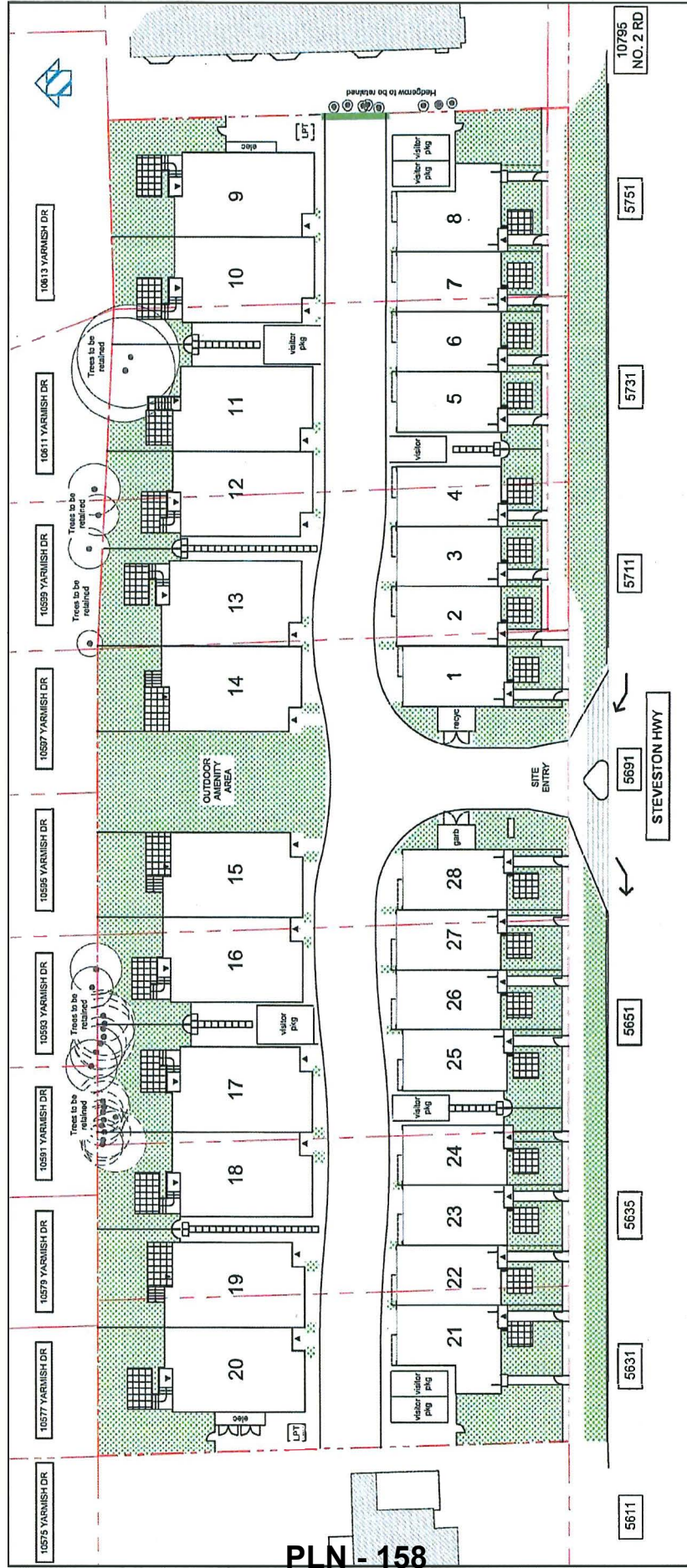
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



Neighbour Address: 10575 Yarmish Dr.

Comments: Higher fencing for better security, More trees for privacy.

Name: Marc Magan (print)

Signature: Marc Magan Date: OCT 10, 2018

☒ Owner Resident or ☐ Rental Resident

☐ I Have No Issues With The Proposal

☒ I Have Concerns With The Proposal

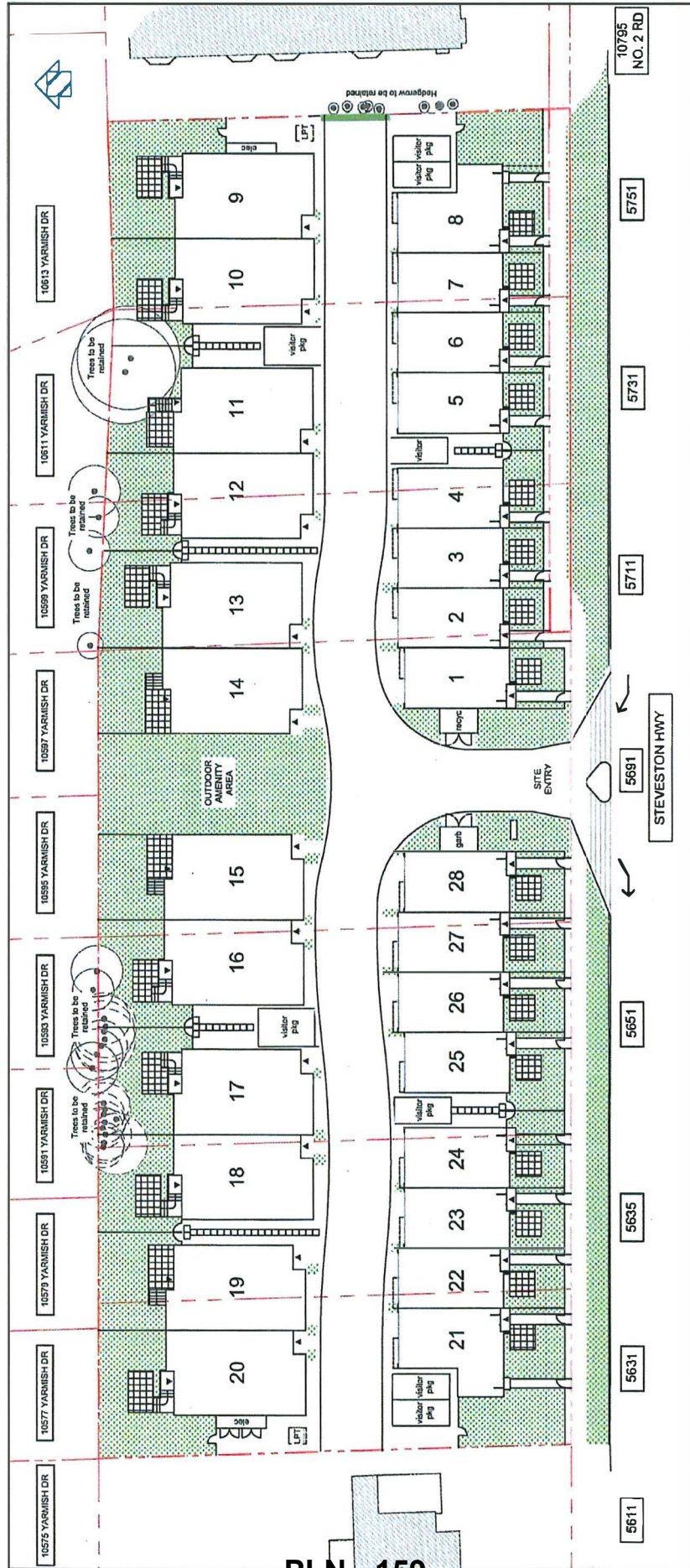
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



PLN - 159

Neighbour Address: 10577

Name: Shilpa Elkhady (print)

Signature: *[Signature]*

☒ Owner Resident or ☐ Rental Resident

Comments: Replacement of roof fencing / tree trimming

Date: OCT 10, 2018

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

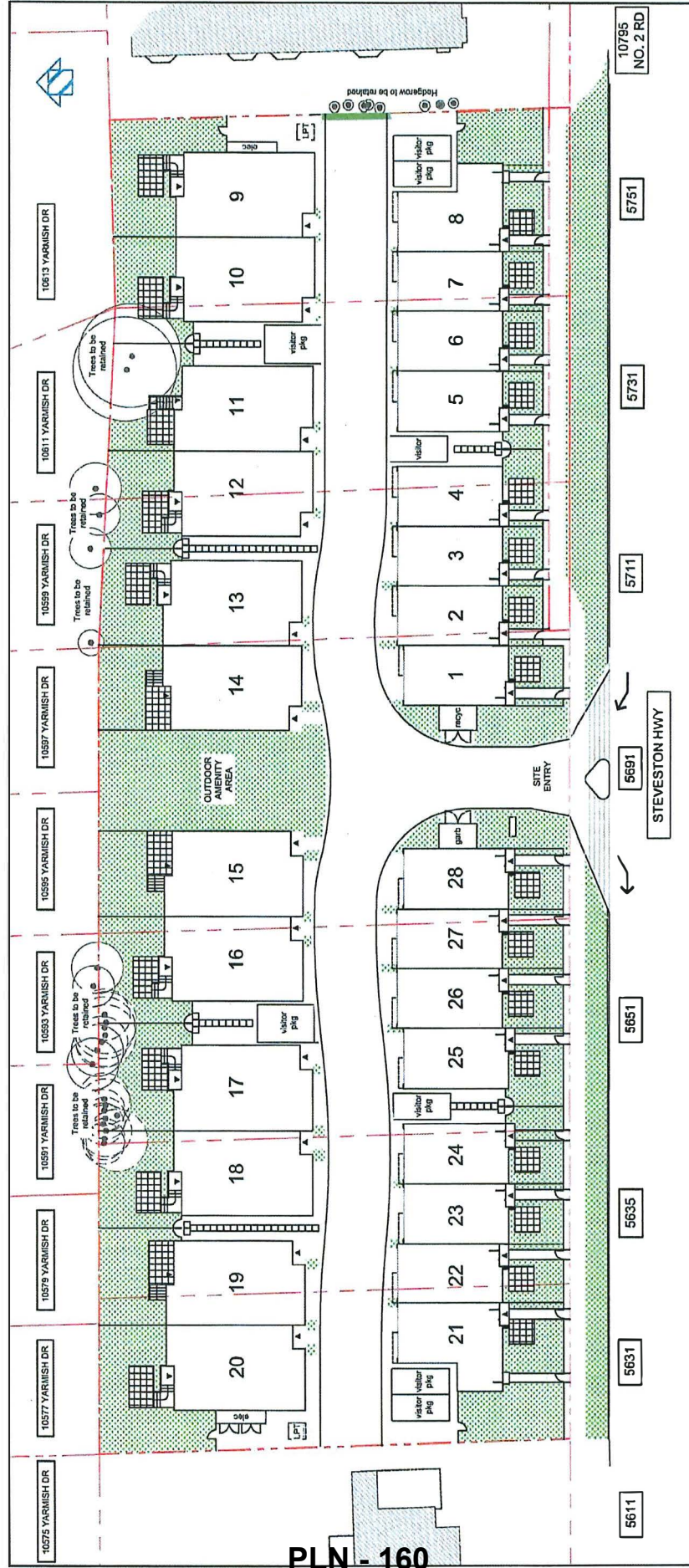
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



Neighbour Address: 10579

Name: ALISA KWONG (print)

Signature: [Signature]

☒ Owner Resident or ☐ Rental Resident

Comments:

Date: OCT 10, 2018

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

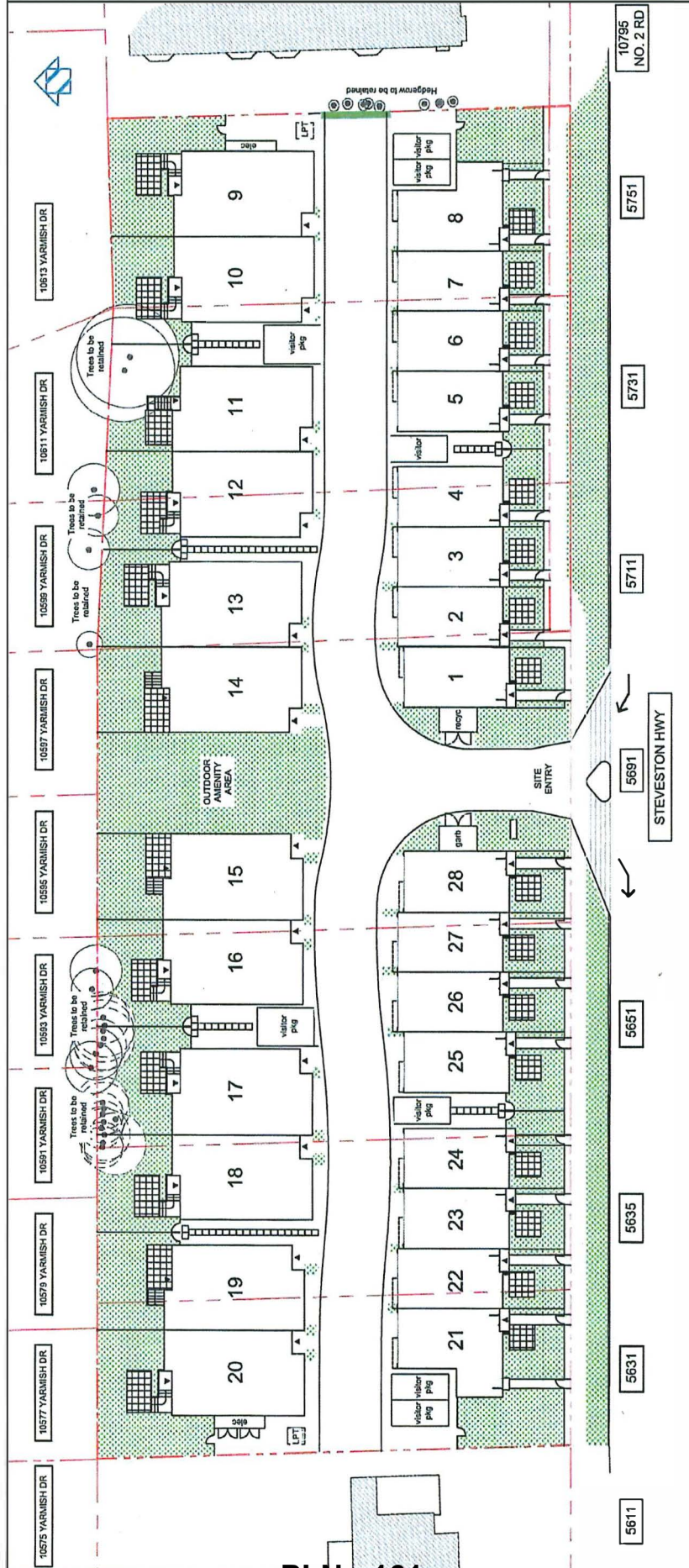
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
 Architect: Interface Architecture
 Landscape: PMG Landscape Architects

No. of Units: 28 units
 Floor Area Ratio: 0.65 FAR
 Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
 Parking Spaces: Complies with OCP
 Variances: None requested



PLN - 161

Neighbour Address: 10591 Yarmish Dr.

Name: Edith Chan (print)

Signature: [Signature]

☒ Owner Resident or ☐ Rental Resident

Comments: _____

Date: OCT 10 2018

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

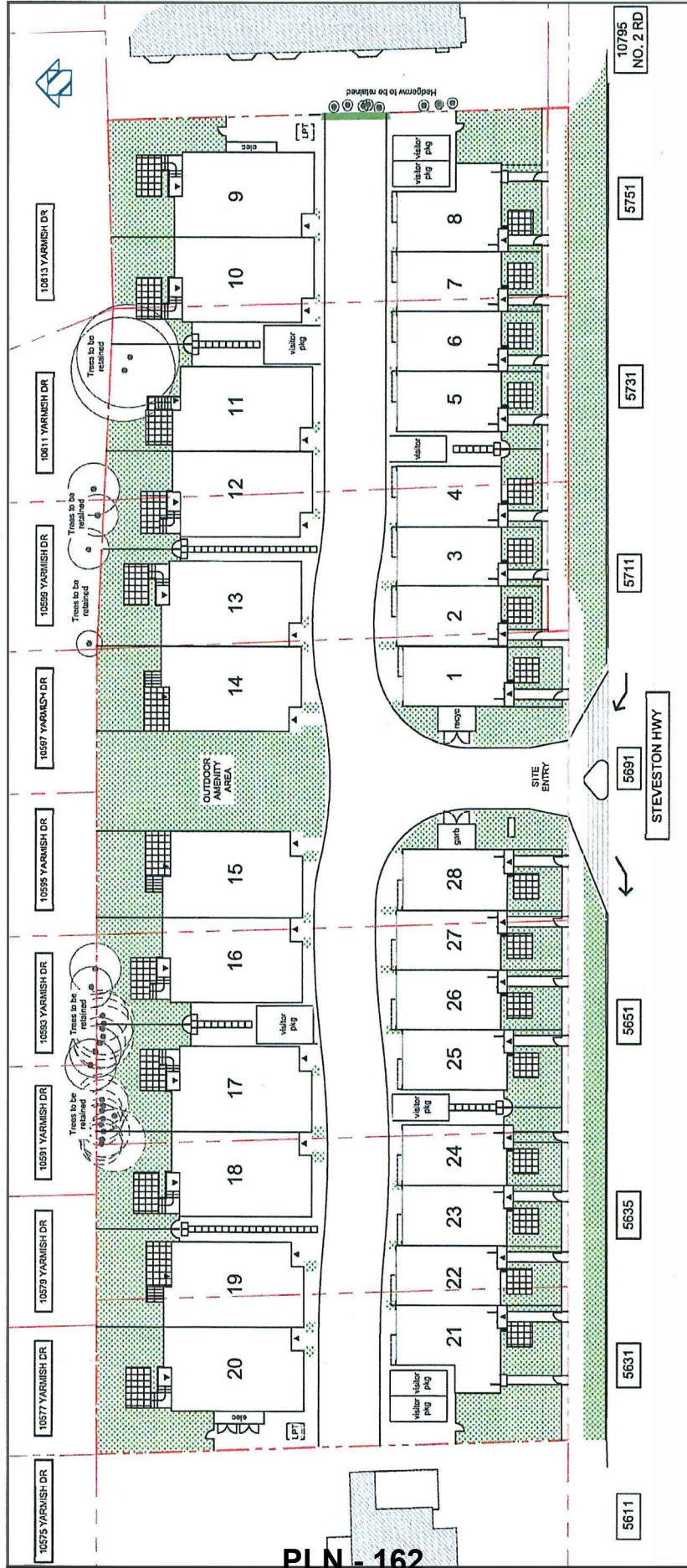
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



Neighbour Address: 10597 Yarmish

Name: Michael Paul (print)

Signature: [Signature]

☒ Owner Resident or ☐ Rental Resident

Comments: None

Date: OCT 10, 2018

☒ I Have No Issues With The Proposal ☐ I Have Concerns With The Proposal

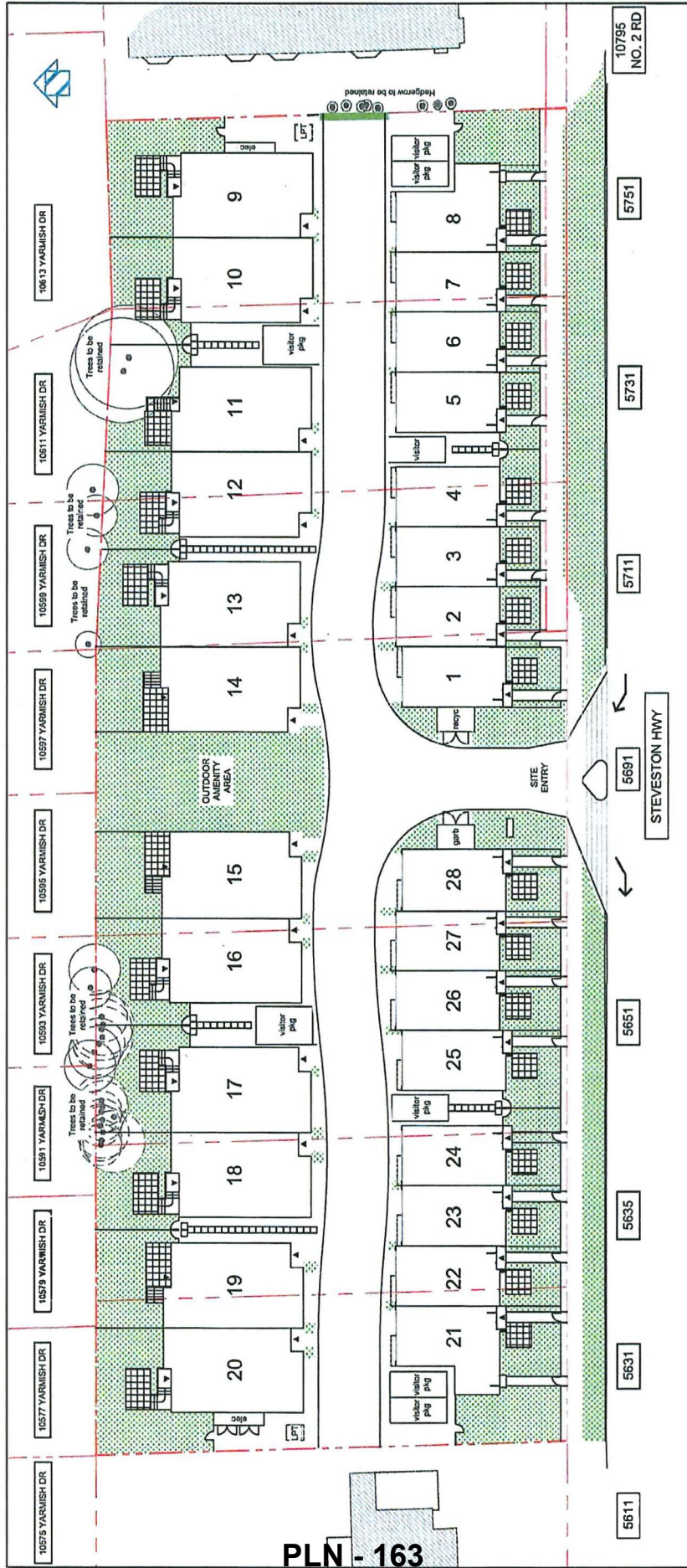
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
 Architect: Interface Architecture
 Landscape: PMG Landscape Architects

No. of Units: 28 units
 Floor Area Ratio: 0.65 FAR
 Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
 Parking Spaces: Complies with OCP
 Variances: None requested



Neighbour Address: 10589 YARMISH DR Comments: _____

Name: WYKLE WONG (print)

Signature: _____

Date: Oct 10, 2018

☒ Owner Resident or ☐ Rental Resident

☒ I Have No Issues With The Proposal

☐ I Have Concerns With The Proposal

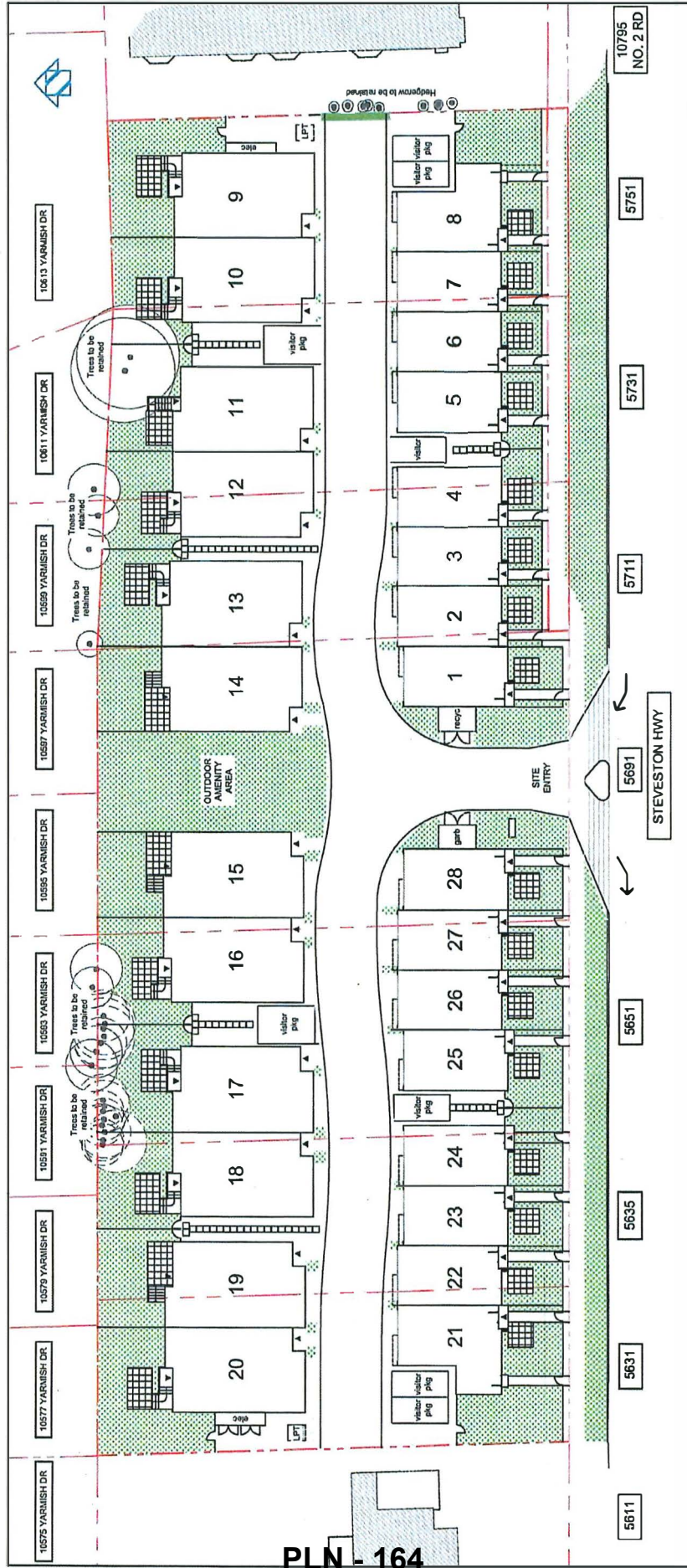
Townhouse Proposal

5631 / 5635 / 5651 / 5691 / 5711 / 5731 / 5751 Steveston Hwy

Proponent: Enrich Properties Steveston
Architect: Interface Architecture
Landscape: PMG Landscape Architects

No. of Units: 28 units
Floor Area Ratio: 0.65 FAR
Building Height: 2 & 3 Storeys

Building Setbacks: Complies with OCP
Parking Spaces: Complies with OCP
Variances: None requested



PLN - 164

Neighbour Address: 10611.

Comments: Security / more info. / Fence height
Trees.

Name: DONNA SARGENT (print)

Signature: _____ Date: Oct 16

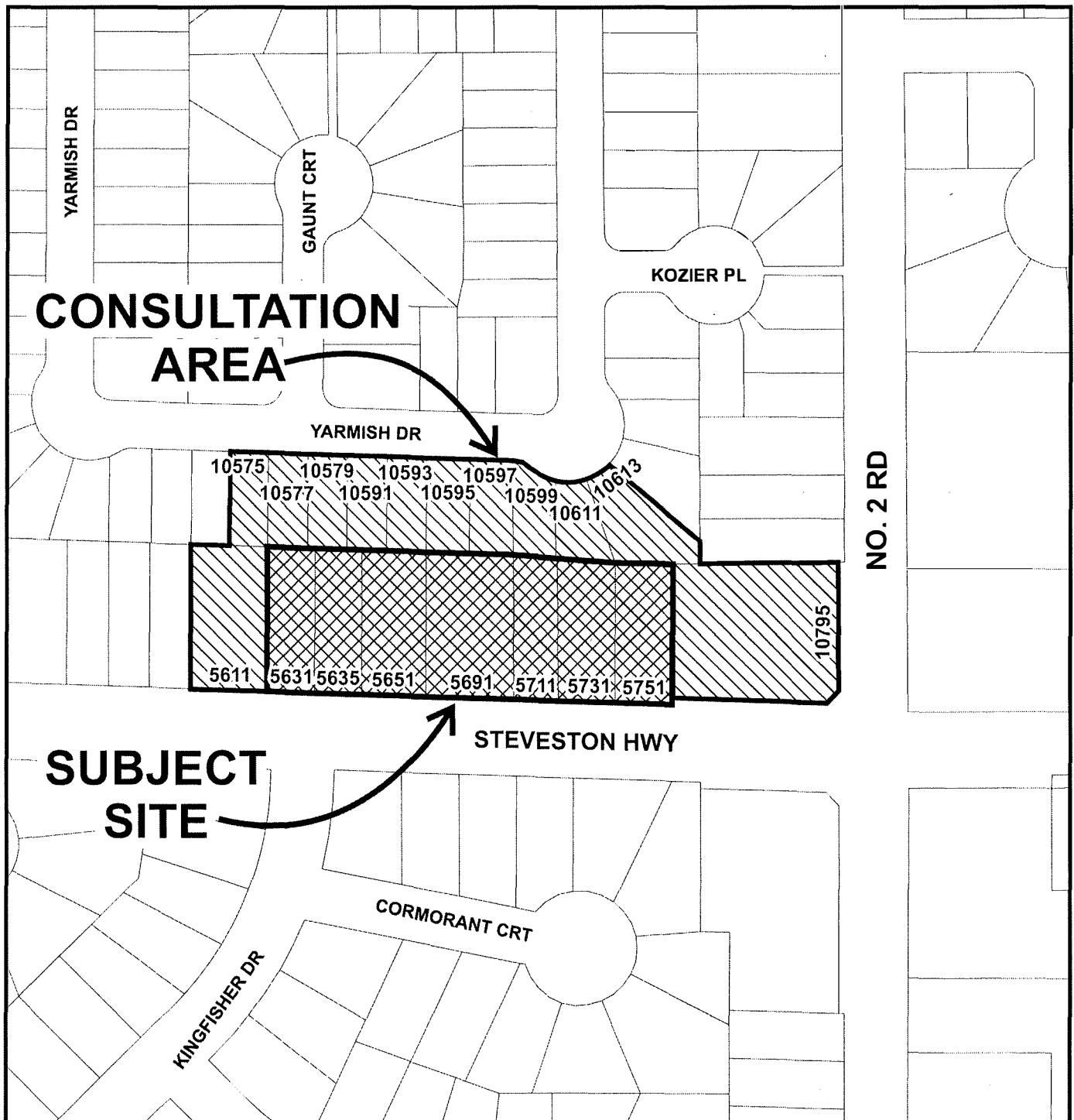
☒ Owner Resident or ☐ Rental Resident

☐ I Have No Issues With The Proposal

☒ I Have Concerns With The Proposal



City of
Richmond



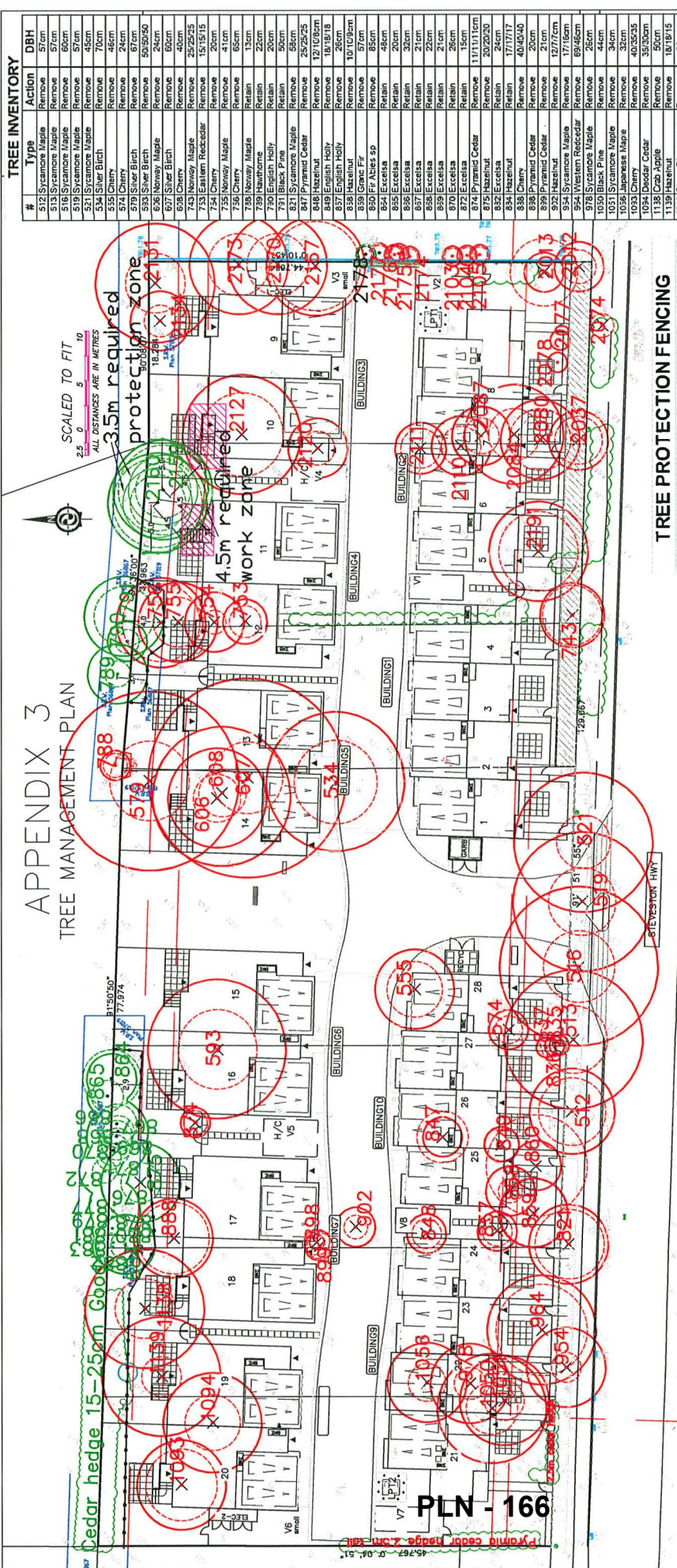
Consultation Area
RZ 16-733904

PLN - 165

Original Date: 12/17/18

Revision Date:

Note: Dimensions are in METRES



TREE PROTECTION FENCING

#	Type	DBH	Metres	Feet
768	Norway Maple	13cm	1.5m	4.9ft
789	Hawthorne	22cm	3.0m	9.8ft
790	English Holly	20cm	2.0m	6.6ft
791	Black Pine	50cm	4.0m	13.1ft
864	Excelsa	48cm	2.9m	9.5ft
865	Excelsa	20cm	2.5m	8.2ft
866	Excelsa	32cm	2.5m	8.2ft
867	Excelsa	21cm	2.5m	8.2ft
868	Excelsa	22cm	2.5m	8.2ft
869	Excelsa	21cm	2.5m	8.2ft
870	Excelsa	26cm	2.5m	8.2ft
872	Excelsa	15cm	2.5m	8.2ft
882	Excelsa	24cm	2.5m	8.2ft
884	Hazelnut	17/17/17	3.0m	9.8ft
2159	Norway Maple	45cm	3.0m	9.8ft
2160	Norway Maple	46cm	3.0m	9.8ft

LEGEND

AREAS REQUIRING ARBORIST SUPERVISION

UNDERSIZED TREE

TREE PROPOSED FOR RETENTION

TREE PROPOSED FOR REMOVAL

PROTECTION ZONE (MPZ)

FENCING DIMENSIONS IN METRES

PROTECTION FENCING

- NOTES:
- SITE LAYOUT INFORMATION AND TREE SURVEY DATA PER SUPPLIED DRAWING
 - REFER TO ATTACHED REPORT FOR TREE PROTECTION CONCERNING TREE SPECIES, STEM DETERMINATION, HEIGHT, CANOPY SPREAD AND CONDITION.
 - ALL MEASUREMENTS ARE METRIC

Froggers Creek
Tree Consultants Ltd

7763 McGregor Avenue Burnaby BC V5J 4H4
Telephone: 604-721-6002 Fax: 604-437-0970

5637, 5635, 5651, 5691, 5711, 5713, 5715, 5717, 5719, 5721, 5723, 5725, 5727, 5729, 5731, 5733, 5735, 5737, 5739, 5741, 5743, 5745, 5747, 5749, 5751, 5753, 5755, 5757, 5759, 5761, 5763, 5765, 5767, 5769, 5771, 5773, 5775, 5777, 5779, 5781, 5783, 5785, 5787, 5789, 5791, 5793, 5795, 5797, 5799, 5801, 5803, 5805, 5807, 5809, 5811, 5813, 5815, 5817, 5819, 5821, 5823, 5825, 5827, 5829, 5831, 5833, 5835, 5837, 5839, 5841, 5843, 5845, 5847, 5849, 5851, 5853, 5855, 5857, 5859, 5861, 5863, 5865, 5867, 5869, 5871, 5873, 5875, 5877, 5879, 5881, 5883, 5885, 5887, 5889, 5891, 5893, 5895, 5897, 5899, 5901, 5903, 5905, 5907, 5909, 5911, 5913, 5915, 5917, 5919, 5921, 5923, 5925, 5927, 5929, 5931, 5933, 5935, 5937, 5939, 5941, 5943, 5945, 5947, 5949, 5951, 5953, 5955, 5957, 5959, 5961, 5963, 5965, 5967, 5969, 5971, 5973, 5975, 5977, 5979, 5981, 5983, 5985, 5987, 5989, 5991, 5993, 5995, 5997, 5999, 6001, 6003, 6005, 6007, 6009, 6011, 6013, 6015, 6017, 6019, 6021, 6023, 6025, 6027, 6029, 6031, 6033, 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City of Richmond

Rezoning Considerations

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

Address: 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway **File No.:** RZ 16-733904

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9982, the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of all existing dwellings).
Note: All references to the terminated Land Use Contract should be discharged prior to consolidation.
2. 2.0 m wide road dedication along the Steveston Highway frontages of 5711, 5731 and 5751 Steveston Highway for future road widening. Further road dedications may be required if the existing width between the property line and the north curb of Steveston Highway along the site frontage is not sufficient to support the frontage improvements noted below. The exact road dedication is to be determined based on legal surveys and the road functional plan.
3. Registration of a flood indemnity covenant on Title.
4. Registration of a legal agreement on Title or other measures, as determined to the satisfaction of the Director of Development, to ensure that:
 - a) no final Building Permit inspection is granted until two secondary suites are constructed on site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw;
 - b) one surface parking stall is assigned to each of the units with a secondary suite, and that the parking stall will be for the sole use of the secondary suite of the unit; and
 - c) the secondary suites cannot be stratified or otherwise held under separate title.
5. Registration of a statutory right-of-way (SRW), and/or other legal agreements or measures; as determined to the satisfaction of the Director of Development, over the entire area of the proposed entry driveway from Steveston Highway and the internal east-west manoeuvring aisle, in favour of future residential development to the east and west. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW and that utility SRW under the drive aisle is not required.
6. Registration of a legal agreement on Title, identifying that the proposed development must be designed and constructed to meet or exceed EnerGuide 82 criteria for energy efficiency and that all dwellings are pre-ducted for solar hot water heating. Language should be included in the legal agreement that if an acceptable Building Permit application for the proposed development is not submitted to the City by December 31, 2019, the proposed development would be subject to the Energy Step Code.
7. Registration of a legal agreement on Title identifying that the proposed development must be designed and constructed in a manner that mitigates traffic noise from Steveston Highway to the proposed dwelling units. Dwelling units must be designed and constructed to achieve:
 - a) CMHC guidelines for interior noise levels as indicated in the chart below:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

- b) The ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard for interior living spaces.
8. Registration of a legal agreement on Title, identifying that the proposed development must be designed and constructed with at least four solar photovoltaic (PV) panels per unit to provide an alternative energy source.
9. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained on site and on adjacent properties. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.

Initial: _____

10. City acceptance of the developer's offer to voluntarily contribute \$100,000.00 towards the future upgrade of the special crosswalk at Lassam Road/Steveston Highway to a full traffic signal. The traffic signal works shall include, but are not limited to: traffic signal heads, traffic poles and bases, vehicle detection, UPS (Uninterruptable Power Supply) system, controller cabinet/controller, illuminated street name signs and APS (Accessible Pedestrian signals).
11. City acceptance of the developer's offer to voluntarily contribute \$25,000.00 towards the purchase and installation of a City standard bus shelter. This bus shelter will be placed at the westbound bus stop on Steveston Highway far-side No. 2 Road or at an alternative bus stop in the vicinity.
12. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (e.g. \$342,356.62) to the City's affordable housing fund.
13. City acceptance of the developer's offer to voluntarily contribute \$0.83 per buildable square foot (e.g. \$33,430.12) to the City's Public Art fund.
14. Contribution of \$37,000.00 in-lieu of on-site indoor amenity space.
15. City acceptance of the developer's offer to voluntarily contribute \$25,500.00 to the City's Tree Compensation Fund for the planting of 51 replacement trees within the City. If additional replacement trees (over and beyond the 53 replacement trees as proposed at the rezoning stage) could be accommodated on-site (as determined at Development Permit stage), the above cash-in-lieu contribution would be reduced in the rate of \$500 per additional replacement trees to be planted on-site.

Note: Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$52,000.00 in total) to ensure the replacement planting will be provided.

16. City acceptance of the developer's offer to voluntarily contribute \$9,100.00 to Parks Division's Tree Compensation Fund for the removal of seven Sycamore Maple trees (tag# 512, 513, 516, 519, 521, 821 and 954) and a number of Cedar and Boxwood hedge rows located on the City's boulevard in front of the site.

Note: Developer/contractor must contact the Parks Division (604-244-1208 ext. 1342) four business days prior to the removal to allow proper signage to be posted. All costs of removal and compensation are the responsibility borne by the applicant.

17. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
18. Enter into a Servicing Agreement* for the design and construction of frontage improvements. A Letter of Credit for the Service Agreement will be required prior to adoption of the rezoning bylaw. Works include, but may not be limited to,

Water Works:

- Using the OCP Model, there is 985 L/s of water available at a 20 psi residual at the Steveston Hwy frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - Obtain approval from Richmond Fire Rescue for all fire hydrant relocations and installations.
 - Provide a right-of-way for the water meter and meter chamber. Exact right-of-way dimensions to be finalized during the servicing agreement process.
- At the Developers cost, the City is to:
 - Install one new water service connection off of the existing 400mm AC watermain on Steveston Hwy. Meter to be placed on site.
 - Cut and cap at main, all existing water service connections to the development site and remove meters.
 - Install an additional fire hydrant along Steveston Highway to meet City spacing requirements for multifamily land use.

- Relocate the fire hydrant at the southwest corner of the development site as required by the proposed sidewalk alignment.

Storm Sewer Works:

- At Developer's cost, the City is to:
 - Install a new storm service connection off of the existing 750mm storm sewer along Steveston Hwy complete with inspection chamber.
 - Cut, cap and remove the existing service connection and inspection chambers STIC51033, STIC55027, and STIC61170 to the development site.
 - Cut and cap, at property line, the northwest lead at inspection chamber STIC50997 at the southeast corner of the development site. The inspection chamber and northeast lead are to be retained to serve 10795 No 2 Road.

Sanitary Sewer Works:

- The Developer is required to not start onsite building construction prior to completion of rear yard sanitary works.
- At Developer's cost, the City is to:
 - Install a new sanitary service connection off of the existing manhole SMH3899 at the common property line of 5851 and 5891 Steveston Highway.
 - Cut and cap all existing sanitary service leads to the development site and remove inspection chambers SIC15979, SIC2000, and SIC1985. The existing inspection chambers SIC11602 and SIC5139 shall be retained to serve the neighboring properties.

Frontage Beautification Works:

Frontage improvements required for 5631/5635/5651/5691 Steveston Highway

1. Construct a new 1.5 m wide concrete sidewalk at the property line along these Steveston Highway development frontages. The new sidewalk is to connect to the existing sidewalks east and west of the subject site. The new sidewalk may have to be designed to go around trees that have been identified for retention. Consult Parks on the design of the new sidewalk to ensure that tree root systems are not compromised and natural irrigation can be maintained.
2. Remove the existing sidewalk and backfill the remaining area between the curb and the new sidewalk to provide a minimum 1.5 m wide grass boulevard with street trees. The boulevard width is exclusive of the 0.15 m wide curb.

Frontage improvements required for 5711/5731/5751 Steveston Highway

3. Construct a new 1.5 m wide concrete sidewalk at the new property line along these Steveston Highway development frontages. The new sidewalk is to connect to the existing sidewalks east and west of the subject site. The new sidewalk may have to be designed to go around trees that have been identified for retention. Consult Parks on the design of the new sidewalk to ensure that tree root systems are not compromised and natural irrigation can be maintained.
4. Remove the existing sidewalk and construct a new grass/tree boulevard over the remaining width between the new sidewalk and the north curb of Steveston Highway. The first 2.0 m wide boulevard strip (for future road widening) measured from the curb is to be free of any tree planting. The boulevard width is exclusive of the 0.15 m wide curb.

Frontage improvements required for entire Steveston Highway development frontage

5. All existing driveways along the Steveston Highway development frontage are to be closed permanently. The Developer is responsible for the removal of the existing driveway let-downs and the replacement with barrier curb/gutter, boulevard and concrete sidewalk per standards described under Items 1/2 and 4/5 above.
6. The site access is restricted to right-in/right-out vehicle movements. A raised island with rollover curb is required to channelize and enforce the no left turn access restrictions. The right-in/right-out driveway design is to follow the following standards:
 - a) Driveway letdown (not curb return).

- b) The width of the driveway is to be 7.5 m wide at the PL. The driveway width can be tapered from the property line at 5:1 to a minimum drive aisle width of 6.0 m (driving surface excluding curb/gutter).
- c) Dimensions at the curb:
 - 0.9 m flares at the curb and 45° offsets to meet existing grade of sidewalk/boulevard.
 - 6.4 m wide channelization for both right-in and right-out vehicle movements.
 - 5.0 m wide concrete island.
- d) To increase the size of the island, use a passenger car as the design vehicle to define the right-in/right-out channelization.
- e) Use rollover curb around the edges of the island. Trucks are allowed to climb the rollover curb.
(Note: The design of this driveway is to follow that contained in SA 06-347587).
- 7. Consult Parks on the requirements for tree protection/placement including tree species and spacing as part of the frontage works.
- 8. Consult Engineering on lighting and other utility requirements as part of the frontage works.

Transit Amenities

- 9. Construct a concrete bus pad (3.0 m x 9.0 m) with electrical pre-ducting conduits at the Steveston Highway/No. 2 Road westbound bus stop. The bus pad is to be constructed to meet accessible bus stop design standards. Confirm the location and dimensions of the bus stop pad with City Traffic Operations staff prior to construction.

Other Improvements

- Coordinate with BC Hydro, Telus and other private communication service providers
 - To underground Hydro service lines.
 - To relocate overhead lines and poles as required by the proposed sidewalk and boulevard. This may require a rights-of-ways onsite in favor of BC Hydro, Telus, and/or other private communication service providers.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite, as described below.
- Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the Rezoning staff report and the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the right of ways dimensions and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:
 - BC Hydro PMT – 4mW X 5m (deep)
 - BC Hydro LPT – 3.5mW X 3.5m (deep)
 - Street light kiosk – 1.5mW X 1.5m (deep)
 - Traffic signal kiosk – 1mW X 1m (deep)
 - Traffic signal UPS – 2mW X 1.5m (deep)
 - Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
 - Telus FDH cabinet - 1.1mW X 1m (deep) – show possible location in functional plan
- Review the street lighting levels along Steveston Highway frontage and upgrade to City standards, as required.
- Relocate streetlights as required by the proposed sidewalk alignment.

General Items:

- The Developer is required to:
 - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, dewatering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
 - Provide, within the first servicing agreement submission, a geotechnical assessment of preload and soil densification impacts on the existing utilities surrounding the development site and provide mitigation recommendations.

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

1. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (EnerGuide 82 or better), in compliance with the City's Official Community Plan.
2. Complete an acoustical and thermal report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

Prior to a Development Permit* issuance, the developer is required to complete the following:

3. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect.
4. Submission of a Tree Survival Security to the City as part of the Landscape Letter of Credit to ensure that all trees identified for retention will be protected. No Landscape Letter of Credit will be returned until the post-construction assessment report, confirming the protected trees survived the construction, prepared by the Arborist, is reviewed by staff.

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

1. Installation of appropriate tree protection fencing around all trees and hedges to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$32,000 in total) to ensure the replacement planting will be provided.
2. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
3. Incorporation of energy efficiency, CPTED, sustainability, and accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
4. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.

5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9982 (RZ 16-733904)
5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"MEDIUM DENSITY TOWNHOUSES (RTM2)"**.

P.I.D. 004-306-481

Lot 909 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 004-866-029

Lot 910 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 003-761-100

Lot 774 Section 36 Block 4 North Range 7 West New Westminster District Plan 56002

P.I.D. 012-346-004

Parcel A (Reference Plan 9132) Lot 38 Except: Part Subdivided by Plan 57874 Section 36 Block 4 North Range 7 West New Westminster District Plan 1748

P.I.D. 004-869-834

Lot 911 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 004-287-096

Lot 773 Section 36 Block 4 North Range 7 West New Westminster District Plan 56002

P.I.D. 002-561-557

Lot 97 Section 36 Block 4 North Range 7 West New Westminster District Plan 32685

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9982"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

CITY OF RICHMOND
APPROVED by <i>E.I.</i>
APPROVED by Director or Solicitor <i>[Signature]</i>

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

