



**Planning Committee**

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

**Wednesday, January 8, 2020  
4:00 p.m.**

Pg. #      ITEM

**MINUTES**

**PLN-3**

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on December 17, 2019.*



**NEXT COMMITTEE MEETING DATE**

January 21, 2020, (tentative date) at 4:00 p.m. in the Anderson Room

**PLANNING AND DEVELOPMENT DIVISION**

- 1. HOUSING AGREEMENT BYLAW NO. 10057 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 5591, 5631, 5651 AND 5671 NO. 3 ROAD AND REVISED REZONING CONSIDERATIONS**

(File Ref. No. 08-4057-05) (REDMS No. 6332267 v. 2)

**PLN-10**

**See Page PLN-10 for full report**

*Designated Speaker: Cody Spencer*

STAFF RECOMMENDATION

- (1) *That Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement 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 Rezoning Application RZ 17-779262; and*
- (2) *That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9860, for the creation of a “High Density Mixed Use (ZMU38) - Lansdowne Village (City Centre)” zone, and for the rezoning of 5591, 5631 5651 and 5671 No. 3 Road from “Office Commercial (ZC8)”, “Office Commercial (ZC9)” and “Auto-Oriented Commercial (CA)” to “High Density Mixed Use (ZMU38) - Lansdowne Village (City Centre)”, be revised so that the minimum unit size of 3-bedroom Low End Market Rental units be adjusted from 91m<sup>2</sup> (980 ft.<sup>2</sup>) to a minimum size consistent with market units of the same type, approximately 86 m<sup>2</sup> (924/925 ft.<sup>2</sup>).*



2. **HOUSING AGREEMENT BYLAW NO. 10090 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 7811 ALDERBRIDGE WAY**

(File Ref. No. 08-4057-05) (REDMS No. 6338241 v. 2)

PLN-76

[See Page PLN-76 for full report](#)

*Designated Speaker: Cody Spencer*

STAFF RECOMMENDATION

*That Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement 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 Rezoning Application RZ 17-765420.*



3. **MANAGER’S REPORT**

ADJOURNMENT





## Planning Committee

Date: Tuesday, December 17, 2019

Place: Anderson Room  
Richmond City Hall

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

Also Present: Councillor Chak Au  
Councillor Michael Wolfe

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

The Chair advised that the order of the agenda would be varied to consider Item No. 3 last.

## MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on December 3, 2019, be adopted as circulated.*

**CARRIED**

## NEXT COMMITTEE MEETING DATE

January 8, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

## PLANNING AND DEVELOPMENT DIVISION

**1. 2019 SUMMARY REPORT – COMMUNITY INFORMATION SESSIONS ON DEVELOPMENT, AFFORDABLE HOUSING, TRANSPORTATION AND SUSTAINABILITY IN THE CITY**

(File Ref. No. 08-4040-01) (REDMS No. 6343684)

Staff noted that (i) the Community Information Sessions provided information and consulted with the public on development applications and new policies and regulations, (ii) the sessions featured a drop-in Open House format, (iii) the sessions attracted 63 attendees across four events in different locations in the City, (iv) attendees were most interested in transportation and housing matters, (v) future events will be combined with other City efforts resulting in more community members with which to engage, (vi) the plan for future Community Information Sessions is two sessions per year, and (vii) Council will be kept informed of events in 2020.

It was moved and seconded

*That staff be directed to proceed with the Community Information Session Program for 2020 as described in the Staff Report titled “2019 Summary Report - Community Information Sessions on Development, Affordable Housing, Transportation and Sustainability in the City” from the Director, Development.*

**CARRIED**

**2. AGRICULTURAL LAND RESERVE EXCLUSION APPLICATION BY JNA HOLDINGS INC. AT 14540 BURROWS ROAD; AGRICULTURAL LAND RESERVE EXCLUSION APPLICATION BY KARL, LYDIA & ULRICH WACKER AT 14680 BURROWS ROAD; AND AGRICULTURAL LAND RESERVE EXCLUSION APPLICATION BY SHOREWOOD DEVELOPMENTS LTD. AT 14920 BURROWS ROAD**

(File Ref. No. AG 19-855723; AG 19-855800; AG 19-855911) (REDMS No. 6350060 v. 2)

Staff reviewed the application and noted that this application is to exclude the three subject properties from the Agricultural Land Reserve (ALR), and the proposal is inconsistent with the land use designation, the Official Community Plan (OCP), and the Metro Vancouver Regional Growth Strategy.

Colin Fry, Agent representing the Applicants, noted that (i) the Agricultural Land Commission’s responsibility is to determine whether the land is agriculturally capable and suitable for farming, (ii) all land in the ALR is not necessarily agriculturally viable, and (iii) the applicant has provided a fulsome application with expert reports prepared.

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It was moved and seconded

- (1) *That authorization for JNA Holdings Inc. to forward an Exclusion Application to the Agricultural Land Commission for exclusion of 14540 Burrows Road from the Agricultural Land Reserve be denied.*
- (2) *That authorization for Karl, Lydia & Ulrich Wacker to forward an Exclusion Application to the Agricultural Land Commission for exclusion of 14680 Burrows Road from the Agricultural Land Reserve be denied.*
- (3) *That authorization for Shorewood Developments Ltd. to forward an Exclusion Application to the Agricultural Land Commission for exclusion of 14920 Burrows Road from the Agricultural Land Reserve be denied.*

**CARRIED**

**4. APPLICATION BY BENN PANESAR FOR REZONING AT 10931 SEAWARD GATE FROM THE “SINGLE DETACHED (RS1/E)” ZONE TO THE “COMPACT SINGLE DETACHED (RC2)” ZONE**

(File Ref. No. RZ 19-858458) (REDMS No. 6347906)

Staff reviewed the application and highlighted that (i) the applicant has proposed a secondary suite in each of the single-family dwellings, (ii) vehicle access will be from the existing rear lane, and (iii) one tree is to be retained and protected.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10120, for the rezoning of 10931 Seaward Gate from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)” to facilitate the creation of two new single-family lots with vehicle access from the existing rear lane, be introduced and given first reading.*

**CARRIED**

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**3. APPLICATION BY IBI GROUP ARCHITECTS TO AMEND SCHEDULE 2.10 OF OFFICIAL COMMUNITY PLAN BYLAW 7100 (CITY CENTRE AREA PLAN), AMEND THE RESIDENTIAL/LIMITED COMMERCIAL (RCL3) ZONE, AND REZONE 5740, 5760, AND 5800 MINORU BOULEVARD FROM INDUSTRIAL RETAIL (IR1) TO RESIDENTIAL/LIMITED COMMERCIAL (RCL3)**

(File Ref. No. RZ 18-807640) (REDMS No. 6195106 v.5)

Staff reviewed the application and highlighted that the proposed development will consist of (i) 333 market units, (ii) a stand-alone affordable housing building with 47 low-end-of-market units, (iii) affordable replacement non-profit space, (iv) a 7 metre (23 foot) wide strip along the Lansdowne Road frontage as a linear park, off-site works including the conversion of an existing lane to a local street, and (v) a provision of a low carbon energy plant to facilitate connection to a City district energy utility.

In reply to queries from Committee, staff noted that (i) city policy encourages affordable housing units to be dispersed throughout the building; however, in the event they are consolidated in one area it is required that a non-profit housing operator be involved in the management, (ii) an operator for the affordable housing units has not been identified, (iii) legal agreements ensure there will be a non-profit housing operator involved, (iv) space replacement for non-profit organizations will be like-for-like, (v) existing non-profit organisations will have the first right of refusal, (vi) net rental will be capped at 50% of net market rent, (vii) the development proposal includes more than triple the amount of current commercial space, (viii) the Richmond School District is consulted if there is an amendment to the OCP for additional residential units, (ix) summary sheets of current applications are provided to the Richmond School District on a quarterly basis, and (x) the applicant is providing the 10% requirement of affordable housing units.

Tony Wai, IBI Group Architects, Martin Bruckner, Director, IBI Group Architects, and Lu Tang, Senior Development Manager, Thind Properties Ltd., provided the following information:

- various locations for the affordable housing units were discussed and it was determined that a stand-alone building was the best option;
- non-profit social services space being provided is larger than requested by the organisation;
- the property management company has been in contact with all the commercial tenants;
- the 10% requirement for affordable housing was met;
- amenity space will include a gym, party room, kitchen and board room;

4.

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- the amenity space for the affordable housing building includes the same amenities as the market units with the details determined in conjunction with the non-profit housing operator; and
- the developer is working with BC Housing and various other organizations to find a housing operator.

Janice Barr, Executive Director, Richmond Society for Community Living, advised that (i) non-profit organizations are struggling to find space in the City Centre, (ii) replacement space in the proposed development will be replaced square footage for square footage but will not include other necessary modifications for accessibility, (iii) two of the current programs have already been relocated to a space in Ironwood Plaza, (iv) cost for relocation and renovations to outfit the space for program needs was in excess of \$200,000 with an additional developer contribution of \$200,000, (v) non-profit organizations are finding it difficult to afford commercial space in the City Centre, and (vi) it is difficult for program participants to travel to locations outside of the City Centre due to transit restrictions and mobility restrictions.

In reply to queries from Committee, Ms. Barr noted that (i) ensuring people are integrated into the community is more beneficial than separating them, (ii) government funding does not increase and does not cover capital costs, and (iii) funding for renovations is achieved through fundraising efforts.

Robert Grosz, concerned citizen, expressed concern with the ownership structure of the subject site.

Ahlay Chin, Founder and Executive Director, Community Wellness Association of Canada, expressed concern with obtaining a replacement space that is suitable for the program.

Michael Lok, Martial Arts Instructor, Lok's Hapkido School, expressed concern with relocating outside of the City Centre, noting that it would significantly affect the school and families as accessibility would be difficult.

Aneez Devji, Richards Buell Sutton, spoke to the ownership of the subject site and advised that it was in accordance with the agreement.

In response to a further query from Committee, staff advised that the tenant relocation requirements are secured through the rezoning considerations and must be complete prior to final adoption.

Discussion took place on (i) increasing the affordable housing requirements, (ii) integration of affordable housing units throughout the proposed development, and (iii) finding appropriate space for displacement of businesses during redevelopment.

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

It was moved and seconded

*That the Application by IBI Group Architects to Amend Schedule 2.10 of Official Community Plan Bylaw 7100 (City Centre Area Plan), Amend the Residential/Limited Commercial (Rcl3) Zone, and Rezone 5740, 5760, and 5800 Minoru Boulevard from Industrial Retail (IR1) To Residential/Limited Commercial (RCL3) be referred back to staff to:*

- (a) speak with the developer about integration of affordable housing units within the development;*
- (b) determine the non-profit housing operator; and*
- (c) investigate the treatment of the tenants.*

**CARRIED**

Opposed: Cllr. Loo

It was moved and seconded

*That staff explore options to increase the affordable housing requirement to above 10%.*

**CARRIED**

Opposed: Cllrs. Loo

McPhail

**5. MANAGER'S REPORT**

***BC Building Code update***

Staff provided an update on the BC Building Code and noted that a report will come forward for Council consideration in the New Year.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:47 p.m.).*

**CARRIED**



**Planning Committee**  
**Tuesday, December 17, 2019**

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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 17, 2019.

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Councillor Linda McPhail  
Chair

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Sarah Goddard  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** December 5, 2019  
**From:** Kim Somerville  
Director, Community Social Development **File:** 08-4057-05/2019-Vol  
01  
**Re:** **Housing Agreement Bylaw No. 10057 to Permit the City of Richmond to  
Secure Affordable Housing Units at 5591, 5631, 5651 and 5671 No. 3 Road and  
Revised Rezoning Considerations**

### Staff Recommendation

1. That Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement 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 Rezoning Application RZ 17-779262; and
2. That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9860, for the creation of a "High Density Mixed Use (ZMU38) - Lansdowne Village (City Centre)" zone, and for the rezoning of 5591, 5631 5651 and 5671 No. 3 Road from "Office Commercial (ZC8)", "Office Commercial (ZC9)" and "Auto-Oriented Commercial (CA)" to "High Density Mixed Use (ZMU38) - Lansdowne Village (City Centre)", be revised so that the minimum unit size of 3-bedroom Low End Market Rental units be adjusted from 91m<sup>2</sup> (980 ft.<sup>2</sup>) to a minimum size consistent with market units of the same type, approximately 86 m<sup>2</sup> (924/925 ft.<sup>2</sup>).

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

Att. 4

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

## Staff Report

### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10057 to secure at least 1,362 m<sup>2</sup> (14,662 ft<sup>2</sup>) or 20 affordable housing units in the proposed development located at 5591, 5631, 5651 and 5671 No. 3 Road (Attachment 1), and to recommend that Council approve the revision of the rezoning considerations for the minimum unit size of a 3-bedroom Low End Market Rental (LEMR) unit.

This report and bylaw supports Council's Strategic Plan 2018-2022 Strategic Focus Area #4 An Active and Thriving Richmond:

*An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.*

This report and bylaw supports Council's Strategic Plan 2018-2022 Strategic Focus Area #6 Strategic and Well-Planned Growth:

*Leadership in effective and sustainable growth that supports Richmond's physical and social needs.*

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

*Strategic Direction #1: Expand Housing Choices*

This report and bylaw are also consistent with the Richmond 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.

Rezoning Application RZ 17-779262 was given second and third readings at the Public Hearing on September 4, 2018 for the redevelopment of 5591, 5631, 5651 and 5671 No. 3 Road. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures 20 affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering the five per cent affordable housing contribution rate.

It is recommended that the proposed Housing Agreement Bylaw for the subject development (Bylaw No. 10057) be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

## Analysis

### Housing Agreement

The 20 affordable housing units proposed represent approximately five per cent of the total residential floor area. Thirteen of these units will be family-friendly two and three-bedroom units. Ten of the 20 units have been designed to fulfill Basic Universal Housing standards. The 20 affordable housing units will be dispersed over levels three and four in Buildings 2, 3 and 4 of the development.

The subject development application involves a development consisting of approximately 353 residential units including 20 affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811	\$34,650 or less	2
1-BR	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	5
2-BR	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	8
3-BR	Consistent with market units of the same type, being 85m <sup>2</sup> (924 ft <sup>2</sup> )	\$1,480	\$58,050 or less	5
<b>TOTAL</b>	<b>1,362 m<sup>2</sup> (14,662 ft<sup>2</sup>)</b>	<b>Varies</b>	<b>Varies</b>	<b>20</b>

\*To be adjusted annually based on the terms of the Housing Agreement.

The 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.

In addition, the Agreement restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units. The Agreement specifies that occupants of the affordable rental housing units shall have unlimited access to all required residential indoor and outdoor amenity spaces as well as all required affordable housing parking spaces and associated shared facilities (e.g. visitor parking, bike storage, bike maintenance and loading) in the development. Affordable housing tenants will also not be charged any additional costs (i.e. move in/move out or parking fees). In order to ensure that the Owner is managing the affordable housing units according to the terms outlined in the Housing Agreement, the Agreement permits the City to conduct a regular statutory declaration process.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to secure the 20 affordable rental units.

### Revision to the Rezoning Considerations

In the original Rezoning Considerations for 5591, 5631, 5651 and 5671 No. 3 Road (RZ 17-779262), the minimum unit size for 3-bedroom LEMR units was 91 m<sup>2</sup> (Attachment 2). This is

consistent with the minimum unit sizes for 3-bedroom LEMR units approved by Council on July 24, 2017.

Following Public Hearing, subsequent floor plans submitted by the applicant indicated that both LEMR and market 3-bedroom units in the development would be 85 m<sup>2</sup>. Given the smaller unit sizes of the market 3-bedroom units, the applicant has also requested that the rezoning considerations be amended so that the required minimum 3-bedroom LEMR unit size be reduced to be consistent with the market units in the development. This proposed change is consistent with the Richmond Affordable Housing Strategy 2017- 2027 that sets minimum LEMR unit size targets to ensure that LEMR units are comparable to the size of market units in the same development. Taking into account the adjusted unit sizes, the applicant's proposed affordable housing contribution continues to meet the minimum five per cent affordable housing requirement. The applicant has also submitted a letter to the City explaining why they are proposing changing the minimum size of the 3-bedroom LEMR units (Attachment 3).

In order for the applicant and the City to move forward with the necessary legal agreements to secure the 20 Affordable Housing units at 5591, 5631, 5651 and 5671 No. 3 Road, including the Affordable Housing Covenant, the applicant has requested to revise the rezoning considerations, which requires Council approval. An additional Public Hearing is not required as the revised proposal does not impact land use or density and is relatively minor. No additional considerations from the previous rezoning considerations are proposed to change, other than that identified in this Report and the revised rezoning considerations provided in Attachment 4.

### **Financial Impact**

None.

### **Conclusion**

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 10057 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure 20 affordable rental units that are proposed in association with Rezoning Application RZ 17-779262.



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

Att. 1: Map of 5591, 5631, 5651 and 5671 No. 3 Road

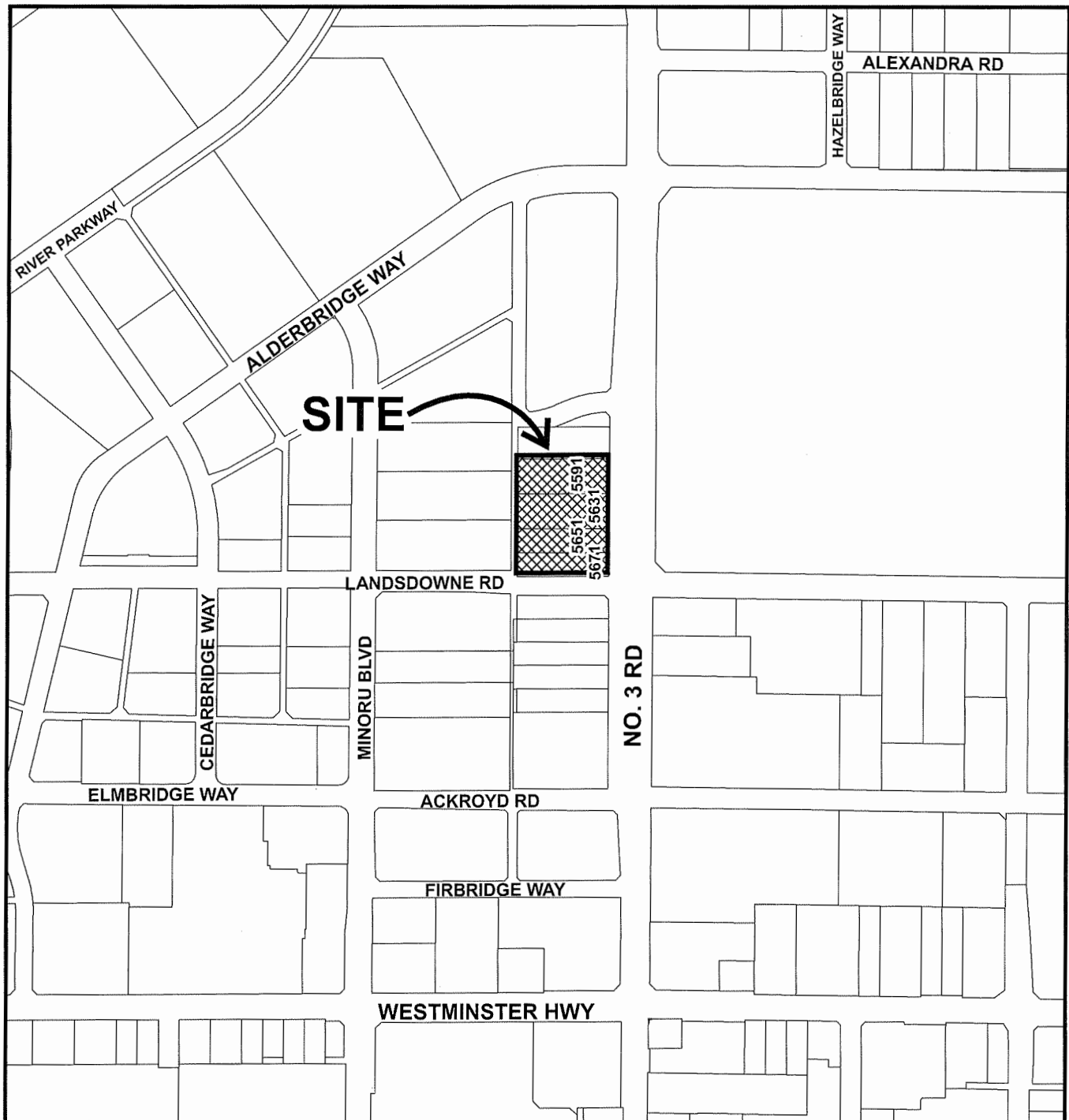
Att. 2: Original rezoning considerations

Att. 3: Applicant letter

Att. 4: Red-lined version of the revised rezoning considerations



City of  
Richmond



5591, 5631, 5651  
and 5671 No. 3 Road

Original Date: 09/04/19

Revision Date: 12/05/19

Note: Dimensions are in METRES

PLN - 14



# City of Richmond

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

**Address:** 5591, 5631, 5651 and 5671 No. 3 Road

**File No.:** RZ 17-779262

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9860, the owner is required to complete the following.**

1. **(Site Contamination – General)** Prior to rezoning bylaw adoption, submission to the City of a contaminated sites legal instrument (e.g. Certificate of Compliance (CoC) or Final Site Determination (FSD) showing no contamination in the project footprint) or an alternative notice from the Ministry of Environment and Climate Change Strategy that the City may approve the zoning, development, subdivision, and demolition applications.
2. **(Site Contamination – Dedicated and/or Transferred Land)** Prior to rezoning bylaw adoption, submission to the City of sufficient information and/or other assurances satisfactory to the City in its sole discretion to support the City's acceptance of the proposed dedicated or transferred land. Such assurances could include one or more of the following:
  - a) a contaminated sites legal instrument (e.g. Certificate of Compliance (CoC) or Final Site Determination (FSD) showing no contamination in the dedication lands);
  - b) evidence satisfactory to the City, in its sole discretion, that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective; and
  - c) the registration of a legal agreement on the title to the Lands which provides that:
    - i) no occupancy of any building on the Lands shall be granted until such time that the Owner/Developer has satisfied the City in its sole discretion that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective and a contaminated sites legal instrument has been obtained for the proposed dedication lands; and
    - ii) the Owner/Developer shall release and indemnify the City from and against any and all claims or actions that may arise in connection with those portions of the lands being dedicated to the City being contaminated in whole or in part.
3. **(Subdivision)** Registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan (Schedule 1):
  - a) dedication to the City of approximately 1730 m<sup>2</sup>, including required corner cuts, along the No. 3 Road, Lansdowne Road and the existing lane frontages for the purposes of street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the City; and
  - b) creation of and transfer to the City of a fee simple lot, at no cost to the City, free and clear of any third party utilities, associated SRWs and other title charges (with no land DCC Credits applicable), at the south end of the subject site, of approximately 782.2 m<sup>2</sup> situated between the required road dedications and the property line of the new site, to be used for park purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the City.
4. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m. GSC for Area A.
5. **(Aircraft Noise)** Registration of an aircraft noise sensitive use covenant on title addressing noise impacts on residential uses and establishing a Statutory Right-of-Way(s) in favour of the Airport Authority.
6. **(Mixed-Use Noise)** Registration of a mixed use noise sensitive use covenant on title addressing noise



impacts on residential uses, including those related to the on-site community facility indoor and outdoor uses.

7. **(Canada Line Noise)** Registration of a mixed use noise sensitive use covenant on title addressing noise impacts on residential uses, including those related to the Canada Line and associated proposed Bus Mall.
8. **(Commercial Noise)** Registration of a commercial noise restrictive covenant on title addressing noise impacts generated by commercial uses and requiring demonstration that the building envelope is designed to avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City's Noise Bylaw and that noise generated from rooftop HVAC units will comply with the City's Noise Bylaw.
9. **(City Centre Impacts)** Registration of a restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
10. **(Shared Parking)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that:
  - a) all residential visitor parking spaces are shared with all non-residential use spaces, except those specifically allocated to the community facility use(s);
  - b) all shared parking spaces remain unassigned;
  - c) all shared parking spaces are located on or close to the ground level of the parking structure;
  - d) all shared parking spaces are identified with signage as to their intended usage;
  - e) all shared parking spaces are fully accessible to all users (e.g. entry gate open) during standard business operating hours; and
  - f) all shared parking spaces are fully accessible to residential visitor users (e.g. buzz entry) during non-standard business hours;
  - g) identify the shared parking stalls in the Development Permit plans;
  - h) identify the shared parking stalls in the Building Permit plans; and
  - i) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the shared visitor stalls, to the satisfaction of the Director of Transportation.
11. **(Shared Loading)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that:
  - a) all loading spaces are shared between non-residential, including the community facility use(s), and residential uses;
  - b) all shared loading spaces will remain unassigned;
  - c) all shared loading spaces are located on the ground level;
  - d) all shared loading spaces are identified with signage as to their intended usage;
  - e) all shared loading spaces are fully accessible to all users (e.g. entry gate open) during business hours; and
  - f) all shared loading spaces are accessible to all users (e.g. buzz entry) during non-standard business hours;
  - g) identify the shared loading stalls in the Development Permit plans;
  - h) identify the shared loading stalls in the Building Permit plans; and
  - i) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the shared loading stalls, to the satisfaction of the Director of Transportation.
12. **(Truck Size)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that the maximum truck size for any truck servicing the uses on the site is a medium size truck (e.g. SU9). *(Note: No WB-17 size trucks are permitted.)*
13. **(Bicycle End-of-Trip Facilities)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's



commitment to provide bicycle end-of-trip facilities within the development for the shared use of all non-residential users (e.g. commercial and office) generally as follows:

- a) a minimum of one male facility and one female facility, designed, constructed, equipped and maintained by the owner, each of which shall:
  - i) be fully accessible to all intended users;
  - ii) be easily accessible from non-residential Class 1 bicycle parking areas and/or the non-residential floor areas;
  - iii) be fully handicapped accessible;
  - iv) accommodate two or more people at one time; and
  - v) include, at minimum, a change room and lockers, two showers, a toilet, a wash basin and a grooming station (i.e. mirror, counter and electrical outlets);
  - vi) identify the end-of-trip facilities in the Development Permit plans;
  - vii) identify the end-of-trip facilities in the Building Permit plans; and
  - viii) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the end-of-trip facilities, to the satisfaction of the Director of Transportation.
14. **(Bicycle Facilities)** Registration of a restrictive covenant on title or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to maintain all required bicycle parking spaces and other bicycle facilities for their intended uses, as well as, securing the owner's commitment to maintain the bicycle parking areas for shared common use.
15. **(District Energy Utility)** Registration of a restrictive covenant and Statutory Right-of-Way(s) and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the Statutory Right-of-Way(s) necessary for supplying the DEU services to the building(s), which covenant and Statutory Right-of-Way(s) and/or legal agreement(s) will include, at minimum, the following terms and conditions:
  - a) No building permit will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering.
  - b) If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no building permit will be issued for a building on the subject site unless:
    - i) the owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
    - ii) the owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the low carbon energy plant to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to building inspection permitting occupancy of the first building on the site;
  - c) The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
  - d) If a DEU is available for connection and the City has directed the owner to connect, no building inspection permitting occupancy of a building will be granted unless, and until:
    - i) the building is connected to the DEU;
    - ii) the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
    - iii) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.
  - e) If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site

has been adopted by Council prior to the issuance of the development permit for the subject site, no building inspection permitting occupancy of a building will be granted unless and until:

- i) the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
  - ii) the building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide heating, cooling and domestic hot water heating to the building(s), which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
  - iii) the owner transfers ownership of the low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - iv) prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
  - v) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant by the City and/or the City's DEU service provider, LIEC.
- f) If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the development permit for the subject site, no building inspection permitting occupancy of a building will be granted until:
- i) the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and
  - ii) the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).

16. **(Affordable Housing)** The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The terms of the Housing Agreements and Covenant shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements:

- a) provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
- b) provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

**AFFORDABLE HOUSING SUMMARY**

Unit Type	Affordable Housing Strategy Requirements			Project Targets (3)	
	Minimum Unit Sizes	Current LEMR Maximum Rents (1) (2)	Total Maximum Household Income (1) (2)	Unit Mix	# of Units (3)
Bachelor	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811	\$34,650 or less	10%	2
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	25%	5
2-Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	40%	8
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	25%	5
TOTAL		N/A	N/A	100%	20

1. Denotes 2017 amounts adopted by Council on July 24, 2017.

2. Subject to Council approval, total annual household incomes and maximum monthly rents may be increased annually by the Consumer Price Index.

3. 50% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

- c) occupants of the affordable housing units shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces provided for the residential development as per OCP, City

Centre Area Plan, and Development Permit requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities); and

- d) on-site parking, “Class 1” bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants).

17. **(Child Care)** City acceptance of the owner’s offer to voluntarily contribute to the development and operation of child care (approximately \$1,070,180 calculated using the proposed residential floor area excluding in-kind community amenity and affordable housing floor area [ $0.01 \times (27,147 \text{ m}^2 - 105 \text{ m}^2 - 1,357 \text{ m}^2) \times \$6,997/\text{m}^2$ ] noting that the final amount will be subject to final floor area figures to be determined through the Development Permit process) (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
18. **(Community Facility)** The City’s acceptance of the owner’s offer to voluntarily contribute a community amenity space which may be used by the City as a community facility or any other permitted use the City, in its sole discretion, deems appropriate. The broad terms of the contribution shall include, subject to the determination, and timing of the determination, of a facility tenant or tenants by the City:
  - a) design and construction of a complete facility (facility proper, ancillary facilities and outdoor space), including the base building and tenant improvements, all to a turnkey level of finish, on the subject site, by the developer, at the developers cost; and
  - b) transfer of the complete facility (facility proper, ancillary facilities and outdoor space), including the base building and tenant improvements, all at a turnkey level of finish, as an air space parcel, to the City, at no cost to the City,and, the specific terms shall include:
  - c) voluntary contribution of no less than 557 m<sup>2</sup> (6,000 ft<sup>2</sup>) of floor area (e.g. area that is considered to be floor area for the purposes of calculating density under the Richmond Zoning Bylaw) for the facility proper, based on the following density bonusing contribution calculation:
    - i) approximately 105 m<sup>2</sup> (1,125 ft<sup>2</sup>) of floor area, calculated as forty one percent of one percent of the residential floor area, excluding affordable housing floor area (e.g.  $0.41 \times 0.01 \times (27,147 \text{ m}^2 - 1,357 \text{ m}^2)$ ); and
    - ii) approximately 452 m<sup>2</sup> (4,870 ft<sup>2</sup>) of floor area, calculated as one hundred percent of five percent of the Village Centre Bonus floor area (e.g.  $0.05 \times 1.0 \times 9,049 \text{ m}^2$ ), to be used for development of the facility proper including program spaces, private access and internal circulation, structure, walls (internal and external), building systems and building services where these elements are typically included in floor area calculations for the purposes of calculating density under the Richmond Zoning Bylaw and are used exclusively for the community facility;
  - d) voluntary contribution of additional indoor area from the development, as required for purposes ancillary to the facility use, including, but not limited to, bicycle storage, parking and loading, waste management, access, circulation and exiting, structure, walls (internal and external), building systems and building services, where such area is typically excluded from floor area calculations for the purposes of calculating density under the Richmond Zoning Bylaw or is not used exclusively by the facility;
  - e) voluntary contribution of outdoor area along the frontages of the facility, for the exclusive use of the facility, the final size and exact dimensions of which are to be determined through the development permit process, including both open and covered areas, neither of which will be considered to be floor area for the purposes of calculating density under the Richmond Zoning Bylaw;
  - f) location of the facility proper and the outdoor space on Level 1 of the development, generally as shown in the location plan (Schedule 2), along with provision for private access from one or both

frontages as well as to and from ancillary facilities such as parking and loading, waste management rooms, service rooms, storage rooms and similar areas (multiple levels);

- g) design and construction of the complete facility, substantially in accordance with the summary requirements listed below and including:
- i) the facility proper to provide for:
    - i. approximately 557 m<sup>2</sup> (6,000 ft<sup>2</sup>) of programmed facility space, the details of which will be determined once a tenant or tenants have been determined by the City. However should, as of the commencement of construction of Level 1 of the development,
      - a. the tenant(s) of the facility not be determined by the City, the owner shall provide the facility as base building space compatible with future improvements of a commercial and/or office nature; or
      - b. the tenant(s) of the facility, as determined by the City, not require the whole of the floor area of the facility, the owner shall provide the required floor area, as determined by the City, as programmed facility space, generally of a commercial and/or office nature, and the remainder floor area as base building space compatible with future improvements;
  - ii) the ancillary facilities to provide for:
    - i. bicycle storage and vehicle parking applicable to the needs of the facility tenant(s) for the sole use of the facility's clients, visitors, guests and staff, available 365/7/24, located within the parkade except where noted otherwise, generally in an area having direct or close access to the facility's private access system, including clearly signed access from the street, where applicable.
    - ii. access to and use of the shared loading facilities provided on Level 1;
    - iii. access to and use of the shared waste management facilities on Level 1; and
    - iv. access to and use of services rooms and similar facilities, exclusive or shared, as required to meet functional, technical and operational requirements of the facility, Should , as of date of development permit issuance for the development, the tenant(s) of the facility not be determined by the City, the tenant use of the facility will be assumed to be commercial and/or office for the purpose the above requirements;
  - iii) the outdoor program space to provide for:
    - i. outdoor uses typically ancillary to the facility uses;or, as determined through the Development Permit process;
  - iv) design and construction of the facility (including tenant improvements, if applicable) to achieve LEED v4 ID + C Commercial Interiors Gold Certification, with a focus on providing for robust monitoring and remote control capabilities of the systems and scheduling that are its responsibility and integration of these controls into-the building automation system through open language BACnet interfaces and, further, reference to the principles outlined in the "City of Richmond Building Equipment, Monitoring, and Integration Requirements" administrative procedure;
  - v) design and construction of the facility to provide for separate addressing for the tenant or tenants;
  - vi) design and construction of the utility systems to provide for, amongst other things:
    - i. connection to the on-site, low-carbon, central energy plant for the purposes of heating and cooling, along with provision for sub-facilities and sub-metering, to the satisfaction of the City;
    - ii. connection to other building utility systems (e.g. electricity), along with provision for sub-facilities and sub-metering, to the satisfaction of the City; and
    - iii. conduit rough in for installation and connection of the City's fibre optic communications system, by the City or its contractor, noting the required conduit size is 2 inches and the outside end point is to be a City Traffic Junction Box located on Lansdowne Road;

- h) project development and procurement of approvals subject to the following benchmarks/timelines:
- i) prior to issuance of a Development Permit for the development, in whole or in part:
    - i. the facility design (facility proper, ancillary facilities and outdoor space) must be resolved to a level typical of the design development stage of a development project, to the satisfaction of the City;
    - ii. the resulting design must be incorporated into the Development Permit application submission; and
    - iii. a preliminary construction cost estimate for facility proper, ancillary facilities and outdoor space, verified by an independent quantity surveyor that is acceptable to the City, must be provided;
  - ii) prior to issuance of a Building Permit for the development, in whole or in part:
    - i. the facility design (facility proper, ancillary facilities and outdoor space) must be resolved to a level typical of the building permit and issued for construction stages of a development project, to the satisfaction of the City (including tenant improvement if one or more facility tenant(s) have been determined by the City);
    - ii. the resulting design must be incorporated into the building permit application submission; and
    - iii. a final construction cost estimate for facility proper, ancillary facilities and outdoor space, verified by a quantity surveyor, must be provided;
  - iii) prior to commencement of construction of Level 1 of the development:
    - i. the tenant improvement design and specifications not previously determined at Building Permit stage, to the satisfaction of the City (if one or more facility tenant(s) have been determined by the City); and
    - ii. updated construction and tenant improvement cost estimate for facility proper, ancillary facilities and outdoor space, verified by a quantity surveyor, must be provided
  - iv) prior to occupancy of the development, in whole or in part:
    - i. the constructed facility (facility proper, ancillary facilities and outdoor space) must be granted building inspection permitting occupancy;
    - ii. commissioning of the facility (facility proper and outdoor space) must be completed to the satisfaction of the City;
    - iii. occupancy and post-occupancy information for the facility (facility proper and outdoor space) must be provided, to the satisfaction of the City;
    - iv. as-built drawings and Operation & Maintenance (O&M) manuals in soft and hard copy form of the facility (facility proper and outdoor space) must be provided to the satisfaction of the City; and
    - v. a final construction cost for facility proper, ancillary facilities and outdoor space, verified by an independent quantity surveyor that is acceptable to the City, must be provided, unless the constructed facility is otherwise deemed acceptable by the Director, Development; the Director, Engineering; the Manager of Community Social Development; and, the Senior Manager of Real Estate Services, at their sole discretion.
- Note: If one or more facility tenant(s) have been determined by the City prior to the commencement of construction of Level 1 of the Development, the constructed facility shall include the tenant improvements for that portion of the facility required by such tenant(s), to the satisfaction of the City.*
- i) registration of a legal agreement(s), which may include, but may not be limited to, the following:
- i) a “no build” covenant registered on title restricting Building Permit issuance for the whole development, to be in effect until such time as a “construction agreement” for the facility (including base building and tenant improvements, as required by the City) is registered on title with respect to the amenity;

*Note: This requirement may be waived if a “Construction Agreement” is signed before*

*rezoning adoption.*

- ii) a “construction agreement” setting out requirements with respect to the design, construction, supply, installation, approval, and warranty of the facility (including base building and tenant improvements, as required by the City) and related works to the satisfaction of the City, which agreement may include provisions for a statutory right(s)-of-way and/or rent charge and include the terms set out in these rezoning considerations as well as standard City facilities policies;

*Note: If one or more facility tenant(s) have been determined by the City prior to the commencement of construction of Level 1 of the Development, the constructed facility shall include the tenant improvements for that portion of the facility required by such tenant(s), to the satisfaction of the City.*

- iii) an Air Space Parcel (ASP) subdivision agreement to facilitate the future creation of an ASP containing the facility (including base building and constructed tenant improvements), including the facility proper, ancillary facilities and outdoor spaces, to the extent deemed desirable or practical by the City, together with any easement(s) and/or statutory right(s)-of-way registered on title to secure any remaining facilities located elsewhere in the development and intended for the use of the facility tenants, along with terms for cost sharing between the ASP owner (the City) and the owner(s) of the remaining facilities, all in a form and content satisfactory to the City;
  - iv) a purchase and sale agreement to facilitate the transfer of the facility (including base building and constructed tenant improvements) ASP to the City, which transfer shall not occur until the City has, at its sole discretion, accepted the facility works, which acceptance shall not relieve the developer of any outstanding obligations and which shall include an option to purchase for a consideration;
  - v) a “no occupancy” covenant for the development, in whole or in part, registered on title, to be in effect until such time as the facility (including base building and the City’s required tenant improvements) has been completed or otherwise deemed acceptable, at the sole discretion of the City, by the Director, Development; the Director, Engineering; the Manager of Community Social Development; and, the Senior Manager of Real Estate Services, in their sole discretion, and has been transferred to the City free and clear of any encumbrances; and
  - vi) a blanket Statutory Right-of-Way, or alternative legal agreement(s), to the satisfaction of the City, securing public access to and egress from the facility (facility proper, ancillary facilities and outdoor space) and any part of the parking facility allocated for the facility use, across and through the drive aisles and pedestrian pathways forming part of the development and securing City access to the development for the maintenance of the utilities and mechanical systems servicing the facility (including maintenance of the City’s fibre optic system), which agreement may be replaced prior to occupancy, to the satisfaction of the City, with a replacement agreement and a surveyed Statutory Right-of-Way(s) plan.
- j) submission of cash or other forms of financial security as follows:
- i) a cash-in-lieu contribution of \$10,000 to fund the complete installation of the fibre optic service by city contractors within the conduit supplied by the developer (e.g. all costs for Civil work upgrades, connection of developer conduit to city systems, fibre cable/splice enclosure and all installation work) (Account # 1315-40-000-00000-0000-CB00026);
  - ii) a project management fee of \$194,866 [equal to 5% of the preliminary construction cost estimate, using the City’s “equivalent to construction value” rate of \$6,997/ sq. m. applied to the density bonus floor area portions of the facility only (e.g. 557 m<sup>2</sup>)] to provide for the participation of the City or its representatives in the schematic design, design development, building permit, issued for construction, contract administration and related stages of project development (Account # 1315-40-000-00000-0000-CB00026);
  - iii) a Letter of Credit (LOC), in the amount of 100% of the construction cost estimate for the

base building component of the facility [e.g.  $\$1,781,935$  ( $0.45 \times 557 \text{ m}^2 \times \$7,104/\text{m}^2$ ) (2019 value)] (facility proper, ancillary facilities and outdoor space), as verified by a quantity surveyor, to secure the developer's commitment to design, construct, and transfer the facility to the City, with provision for the return of the subject monies as follows:

- i. reduction by 50% after the facility has received final building inspection permitting occupancy and has been transferred to the City;
  - ii. reduction by a further 30% a minimum of one year after the facility has received final building inspection permitting occupancy and has been transferred to the City; and
  - iii. release of remaining funds after a minimum of two years after the facility has received final building inspection permitting occupancy and has been transferred to the City,
- all subject to the following:
- a. no reduction or release until any required Provincial licensing has been achieved;
  - b. retention of the LOC, or portions thereof, at the sole discretion of the City, to rectify deficiencies;
  - c. retention of the LOC, or portions thereof, at the sole discretion of the City, to ensure the air space parcel (ASP) is free and clear of builder's liens or other encumbrances; and
  - d. retention of the LOC, or portions thereof, at the sole discretion of the City, to complete the facility, should the developer fail in its contractual obligations.

- iv) a Letter of Credit (LOC), in the amount of 100% of construction cost estimate for the tenant improvement component of the facility [e.g.  $\$2,395,713$  ( $0.55 \times 557 \text{ m}^2 \times \$7,104/\text{m}^2$ ) (2019 value)] (facility proper, ancillary facilities and outdoor space) (assuming 100% of the facility will be required to be completed with tenant improvement, whether or not the future tenant(s) are determined by the City), as verified by a quantity surveyor, to secure the developer's commitment to design, construct, and transfer the facility to the City, with provision for the return of the subject monies as follows:

- i. reduction by 50% after the facility has received final building inspection permitting occupancy and has been transferred to the City;
  - ii. reduction by a further 30% a minimum of one year after the facility has received final building inspection permitting occupancy and has been transferred to the City; and
  - iii. release of remaining funds after a minimum of two years after the facility has received final building inspection permitting occupancy and has been transferred to the City,
- all subject to the following:
- iv. retention of the LOC, or portions thereof, at the sole discretion of the City in relation to any portion of the facility constructed solely to base building standards, to be reduced upon completion of tenant improvements for such portion(s) of the facility;
    - a. no reduction or release until any required Provincial licensing has been achieved;
    - b. retention of the LOC, or portions thereof, at the sole discretion of the City, to rectify deficiencies;
    - c. retention of the LOC, or portions thereof, at the sole discretion of the City, to ensure the air space parcel (ASP) is free and clear of builder's liens or other encumbrances; and
    - d. retention of the LOC, or portions thereof, at the sole discretion of the City, to complete the facility, should the developer fail in its contractual obligations.

19. **(Community Planning)** The City's acceptance of the owner's offer to voluntarily contribute at least  $\$103,187$  (calculated using the proposed floor area minus the on-site community amenity and affordable housing floor area e.g.  $(36,196 \text{ m}^2 - 577 \text{ m}^2 - 1,357 \text{ m}^2) \times \$3.01/\text{m}^2$ ) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).
20. **(Public Art)** The City's acceptance of the owner's offer to voluntarily contribute at least  $\$276,622$  (100% non-residential floor area and 100% residential floor area, excluding on-site community amenity and

affordable housing floor area, (e.g.  $9,049 \text{ m}^2 - 452 \text{ m}^2$ )  $\times \$4.84/\text{m}^2 + (27,147 \text{ m}^2 - 105 \text{ m}^2 - 1,357 \text{ m}^2) \times \$9.15/\text{m}^2$ ) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to Account # 7600-80-000-90173-0000).

21. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$11,700 (nine trees calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.
22. **(Servicing Agreement)** Submission and processing of a Servicing Agreement application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

**(Engineering)**

**Water Works:**

- a) Using the OCP Model with the water main upgrades proposed below, there will be 536.0 L/s of water available at a 20 psi residual at the No 3 Road frontage, 285.0 L/s of water available at a 20 psi residual at the New N-S Road frontage, and 312.0 L/s of water available at a 20 psi residual at the Lansdowne Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) The Owner/Developer is required to:
  - i) 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.
  - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for commercial land use.
  - iii) Provide a right-of-way for the proposed water meter. Exact right-of-way dimensions to be finalized during the servicing agreement process.
  - iv) Obtain approval from Richmond Fire Rescue for all fire hydrant locations, relocations, and removals.
  - v) Install approximately 160 m of new 300 mm diameter water main within the new N-S road from the existing 200 mm water main on Lansdowne Road to the north property line of 5551 No 3 Road, complete with fire hydrants per City spacing requirements.
- c) At Owner/Developer's cost, the City is to:
  - i) Install one new water service connection for each proposed parcel, complete with meter and meter box. Meters to be located onsite in a right of way.
  - ii) Cut and cap all existing water service connections to the development site, and remove meters.
  - iii) Complete all tie-ins for the proposed works to existing City infrastructure.

**Storm Sewer Works:**

- d) The Owner/Developer is required to:
  - i) Install approximately 120 m of new storm sewer within the new N-S road from the north property line of 5591 No 3 Road to the box culvert on Lansdowne Road. Prior to servicing agreement approval, the actual invert of the existing forcemain must be confirmed in the field to prevent future conflicts. The existing hole in the box culvert for the 300 mm capped stub shall be widened and reused for the proposed storm sewer if possible.
  - ii) Perform a storm capacity analysis based on the 2041 OCP condition to size the proposed storm sewer within the new N-S road. Minimum diameter shall be 600 mm. The capacity analysis shall be included within the servicing agreement drawings for the City's review/approval.
  - iii) Upgrade approximately 160 m of existing 375 mm storm sewer within the No 3 Road frontage to 900 mm, from the north property line of the development site to the box culvert on Lansdowne Road. The alignment for the new storm sewer shall be chosen to minimize



- impact to the traffic on No 3 Road.
- iv) Remove, or fill and abandon where appropriate, the existing 375 mm storm sewer being upgraded on No 3 Road.
- v) Install one new storm service connection, complete with inspection chamber, to serve each proposed parcel. The inspection chamber may be located onsite in a right of way if required by the frontage improvements (to be determined at the Servicing Agreement stage). The service connections shall connect to the proposed 750 mm storm sewer along No 3 Road.
- vi) Provide, at no cost to the City, a 1.5 x 1.5 m right-of-way for each proposed storm inspection chamber, if required.
- vii) Provide a sediment and erosion control plan within the servicing agreement design.
- e) At Owner/Developer's cost, the City is to:
  - i) Reconnect all existing catch basins and lawn basins to the proposed storm sewer.
  - ii) Cut and cap all existing storm service connections to the development site and remove inspection chambers.
  - iii) Complete all tie-ins for the proposed works to existing City infrastructure.

***Sanitary Sewer Works:***

- f) The Owner/Developer is required to:
  - i) Upgrade approximately 260 m of existing sanitary sewers within the proposed N-S road and along Lansdowne Road from the proposed N-S road to manhole SMH55359 at Minoru Boulevard. Reconnect all existing connections to the new main. The proposed sanitary sewer shall be 300 mm along the new N-S Road and 375 mm along Lansdowne Road. Minimum pipe grade shall be 0.4%.
  - ii) Install one new sanitary service connection for each proposed parcel, complete with inspection chamber. The inspection chambers may be located onsite in a right-of-way if required by the frontage improvements (to be determined at the Servicing Agreement stage).
  - iii) Provide, at no cost to the City, a 1.5 x 1.5 m right-of-way for each proposed sanitary inspection chamber, if required.
  - iv) After the existing service connection SLAT4916 and inspection chamber SIC1506 are removed, discharge the existing statutory right-of-way along the northwest corner of 5671 No 3 Road (plan number 34077). It is the developer's responsibility to coordinate with BC Hydro, TELUS, Shaw, Fortis BC, and other private utility companies to confirm that there are no existing private utilities within the right of way prior to right of way discharge. Additional rights of ways may be required by those companies if private utilities exist within the City right of way.
- g) At Owner/Developer's cost, the City is to:
  - i) Cut, cap, and remove all existing sanitary connections and inspection chambers to the development site.
  - ii) Complete all tie-ins for the proposed works to existing City infrastructure.

***Frontage Works:***

- h) The Owner/Developer is required to:
  - i) Coordinate with BC Hydro, TELUS and other private communication service providers:
    - i) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
    - ii) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - iii) To underground the overhead poles and lines along the proposed N-S road frontage. Any aboveground utility cabinets and kiosks required to underground the overhead lines and poles shall be located within the development site as described below.
    - iv) 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 developments site (see list below for

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

- BC Hydro PMT – 4.0 x 5.0 m
- BC Hydro LPT – 3.5 x 3.5 m
- Street light kiosk – 1.5 x 1.5 m
- Traffic signal kiosk – 2.0 x 1.5 m
- Traffic signal UPS – 1.0 x 1.0 m
- Shaw cable kiosk – 1.0 x 1.0 m
- TELUS FDH cabinet – 1.1 x 1.0 m.

ii) Provide street lighting along all road frontages according to the following:

i) City Streets

Lansdowne Road (North side of street)

- Pole colour: Grey
- Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.
- Pedestrian lighting @ buffer strip between sidewalk and off-street bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation. (NOTE: "Pedestrian luminaires" are intended to light the sidewalk and off-street bike path. Luminaire arms must be set perpendicular to the direction of travel.)

New North-South Street @ west side of site (East side of street)

- Pole colour: Grey
- Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.

No 3 Road (West side of street):

- Pole colour: Grey
- Roadway lighting: N/A (No change to existing lighting in centre median)
- Pedestrian lighting @ back of curb: Type 8 (LED) INCLUDING 1 pedestrian luminaire, 1 duplex receptacle, and flower basket holders, but EXCLUDING any banner arms or irrigation.

ii) Off-Street Publicly-Accessible Walkways & Opens Spaces

Lansdowne Road (North side of the park) (City owned & City maintained)

- Pole colour: Grey
- Pedestrian lighting within the park: Type 8 (LED) INCLUDING 1 pedestrian luminaire and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation.

Off-Street Publicly-Accessible Walkways & Opens Spaces

Lansdowne Road (North side of the park) (City owned & City maintained)

- Pole colour: Grey
- Pedestrian lighting within the park: Type 8 (LED) INCLUDING 1 pedestrian

luminaire and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation.

**General Items:**

- i) The Owner/Developer is required to:
  - i) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a pre-load plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
  - ii) Provide a video inspection of the existing storm box culvert along the Lansdowne Road frontage and the existing sanitary sewer along the north-south lane prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities is required. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced at the Developer's cost.
  - iii) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
  - iv) 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.

**(Transportation)**

**Road and Frontage Works:**

- j) As a minimum, the applicant will be responsible for the design and construction of the following frontage works. Note that below are the minimum frontage work requirements and additional frontage works may be sought pending staff's review of the TIS.
  - i) Along the No 3 Road frontage, road widening to provide the following (from east to west):
    - maintain all existing southbound traffic lanes
    - 0.15m wide curb and gutter
    - 0.3m wide buffer strip
    - 1.8m wide paved (raised) bike lane
    - 0.15m wide barrier curb
    - 1.5m wide boulevard
    - 2.0m wide sidewalk
  - ii) Along the entire Lansdowne Road frontage, road widening to provide the following (from south to north):
    - maintain all existing westbound traffic lanes
    - 0.15m wide curb and gutter
    - 1.5m wide boulevard
    - 3.0m wide paved multi-use pathway
    - 1.0m wide buffer strip

Note that sidewalk will be located outside the road allowance and be within the park.
  - iii) Along the entire west frontage, full road construction to accommodate the following (from the new property line to west):
    - 2.0m wide sidewalk

- 1.5m wide boulevard
  - 0.15m wide curb and gutter
  - 8.5m wide asphalt pavement for on-street parking (along the east side) and two-directional traffic lanes
  - 1.5m wide paved tie-in separated from the asphalt pavement with an interim barrier curb and gutter
- iv) Intersection control/treatment:
- Installation of a special crosswalk with downward lighting and associated equipment on Lansdowne Road at the new north/south street near the western limit of the development site
  - Upgrade the existing traffic signal at the No. 3 Road / Lansdowne Road intersection to accommodate the road widening noted above to include, but not limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals) and illuminated street name sign(s) as necessary.
- k) Provision of a Letter of Credit to secure the completion of the Engineering and Transportation works in an amount determined by the Director of Engineering and Director of Transportation.
- l) Registration of the Servicing Agreement on title.
23. **(Servicing Agreement - Park)** Submission and processing of a Servicing Agreement application, completed to a level deemed acceptable by the Director, Parks, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:
- a) Design and construction of the park improvements may include, but not be limited to, the following features:
- i. General Program Features
    - Sun-oriented features and related uses, including outdoor seating for people-watching and performances.
    - Predominantly hardscape surface treatment for active, informal uses and for staging of events.
  - ii. Public Art Features (in conjunction with the Public Art Program, at the discretion of the City)
    - Support the vision of Lansdowne Road as the downtown “Street Gallery” by integrating art works into the designs of hard and soft landscape areas, play features, and site furnishings.
    - Installation of a site specific, large scale, signature work near No. 3 Road enhancing the “gateway” to the West Village Blocks.
  - iii. Street Furnishing Features
    - Program/event infrastructure (power, water, data, audio/visual capability) integrated with street furniture, lighting, or hard landscape elements (walls, permanent kiosks).
    - Overhead support system (e.g., post and cable system) to support temporary weather protection, art installations, special lighting or banner installations.
    - Distinctive paving materials and patterns to unify the public realm and the street, provide wayfinding.
    - Fixed and movable seating and table elements that create social nodes and can be reconfigured to support performance events.
    - Plaza and pedestrian level lighting that incorporates capacity for variable animation.
    - Use of distinctive materials and bright colour palette for key street furnishings and infrastructure.
    - A unifying suite of site furnishings consistent along the length of the corridor.
  - iv. Ecological Features

- Street trees that reinforce the continuity of the corridor-wide street tree canopy while framing distinct spaces.
  - Onsite stormwater capture by strategically directing it to catchment areas – e.g. continuous tree pits, permeable pavers, water features, etc.
  - Visual interpretation and celebration of rainwater by means of ephemeral stormwater features,
- b) Provision of a Letter of Credit to secure the completion of the Park works in an amount determined by the Director, Parks, to the satisfaction of the City.
- c) Registration of the Servicing Agreement on title.
24. **(Development Permit)** Submission and processing of a Development Permit application, completed to a level deemed acceptable by the Director of Development, incorporating:
- a) design development of the rezoning concept, as necessary, to address:
- i) form and character objectives noted in the associated Report to Planning Committee;
  - ii) Council directions arising out of Public Hearing;
  - iii) pertinent comments of the Advisory Design Panel;
  - iv) form and character objectives described in the OCP and CCAP Development Permit Guidelines;
  - v) technical resolution of building services, private utilities, public utilities, fire access, parking and loading and waste management including provision of final utility, fire access, loading, waste management and signage and wayfinding plans; and
  - vi) design and technical resolution of the landscape plans including:
    - i. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new landscape; and
    - ii. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees;
  - vii) provision of twenty-six (26) replacement trees on site;
- b) a landscape concept plan for the Lansdowne Linear Park, prepared by a Registered Landscape Architect, to the satisfaction of the Director, Parks;
- c) a landscape plan for the development site, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development,
- d) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) prepared, stamped and sealed by qualified professionals including, but not limited to:
- i) statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
  - ii) flood construction level(s);
  - iii) use, density, height, siting, building form, landscaping, parking and loading and other zoning requirements;
  - iv) stamped and sealed floor area calculation overlays;
  - v) site access locations;
  - vi) horizontal and vertical clearance dimensions for all vehicular circulation, including heights of doors, gateways and other passages;
  - vii) the required shared non-residential parking and residential visitor parking spaces;
  - viii) the required shared loading spaces;
  - ix) the required EV-charging vehicle parking spaces;
  - x) the required car-share parking spaces;
  - xi) the required end-of-trip facilities, including their location, number, size, type and use;
  - xii) the required bicycle maintenance facilities;

- xiii) identification and wayfinding marking and /or signage for all bicycle, vehicle and truck spaces and associated facilities, with particular attention to facility staff and visitor needs;
- xiv) the location of all above ground utility equipment required to be on site including that needed for street lighting and traffic signals as well as that need for third parties;
- xv) the location of areas reserved for DEU equipment and/or connection facilities and a notation regarding the need for DEU pre-ducting, as applicable in the case of the final DEU strategy;
- xvi) the required affordable housing units, including their size and location;
- xvii) the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, as noted below, including notation of their associated design features:

Type	Affordable	Market	Intent	Standard
Aging in Place	0	0	- support mobility and usability	Per OCP
Adaptable + Basic Universal Housing (1)	10	0	- renovation potential for wheelchair plus added floor area for manoeuvring	Per BCBC and RZB
Barrier Free (2)	0	0	- move in with wheelchair	Per BCDH
Total Units	10	0		

\* Includes Aging-in-Place

\*\* Includes Aging-in-Place, Adaptable and Basic Universal Housing

- xviii) the required community amenity facility including base building and predetermined tenant improvements plans for indoor and outdoor facilities;
  - xix) an accessibility checklist and identification of specific recommended measures to be incorporated into the Building Permit plans, where relevant;
  - xx) a CPTED checklist and identification of specific recommended measures to be incorporated into the Building Permit plans, where relevant;
  - xxi) a LEED checklist for the overall development prepared by a LEED AP to achieve LEED v4 NC Silver equivalency and identification of specific measures to be incorporated into the Building Permit plans to be incorporated into the Building Permit plans, where relevant;
  - xxii) a LEED checklist for the facility prepared by a LEED AP to achieve LEED v4 ID+C Gold Certification and identification of specific measures to be incorporated into the Building Permit plans to be incorporated into the Building Permit plans, where relevant;
  - xxiii) an Acoustic and Mechanical Report with recommendations prepared by a registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the various noise covenants;
  - xxiv) an Arborist Contract entered into between the applicant and a Certified Arborist for supervision of any 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.
  - xxv) the required common indoor, common outdoor and private outdoor amenity areas including their location, size and use;
  - xxvi) the location, plans, detailing and specifications of the vertical clearance for the loading area, including the access/egress movement to/from Cook Road and Buswell St.to confirm truck loading movements are satisfied;
  - xxvii) the location, plans, detailing and specifications for landscaping, including but not limited to required replacement trees and irrigation for private and common open space; and
  - xxviii) the location and dimensions of on- and off-site any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.
- e) Submission of a letter of credit for development site landscaping, including required replacement trees, based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

**Building Permit Notes:**

1. Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in “Schedule B: Assurance of Professional Design and Commitment for Field Review”, shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.
2. Prior to Building Permit issuance, the applicant is to submit a detailed Construction Parking and Traffic Management Plan to the Transportation Division for approval. The Management Plan shall identify (for each development phase): construction vehicle access, emergency vehicle access, parking facilities for construction workers, staging areas for construction vehicles, areas for deliveries and loading, and application for any lane closures. The Plan will require the use of proper construction traffic control procedures and certified personnel as per Traffic Control Manual for works on roadways (Ministry of Transportation and Infrastructure) and MMCD Traffic Regulation Section 01570.
3. Prior to Building Permit issuance the developer must obtain a Building Permit for 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.
4. Prior to Building Permit issuance the developer must obtain and provide to the City TransLink concurrence, in writing, regarding adequate completion or otherwise successful resolution of the AID process.

**General Notes:**

1. Some of the foregoing items may require a separate application.
2. Where the Director of Development deems it appropriate, legal 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.
3. 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.
4. The legal 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.
5. 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.
6. 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 be retained.

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Signed original in file

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Date**PLN - 31**



December 5, 2019

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

Via email: bdavies@richmond.ca

Attention: Cody Spencer, Program Manager

**RE: RZ 17-77926 – Affordable Housing – Three Bedroom Units**

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This letter is to confirm the proposed three-bedroom units for the affordable housing requirements will be 85.8 sq. meters (924 / 925 sq. ft.) vs. the Richmond guideline suggested area of 91.0 sq. meters (979 sq. ft.).

This is a result of the affordable housing three-bedroom units being modelled after our three-bedroom market units. Unit size is based on the sensitivity of price point within the market place. These units have been designed with the most efficient use of space and will meet the requirements of a family unit.

As well, these units stack on top of each within the building plate and it becomes problematic in altering the unit footprints as to not upset the programming of adjacent unit layouts and to maintain vertical electrical mechanical systems.

Yours truly,  
Townline Ventures Inc.  
Per:



Jeff Chong  
Development Manager





**City of  
Richmond**

## **Rezoning Considerations**

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

**Address:** 5591, 5631, 5651 and 5671 No. 3 Road

**File No.:** RZ 17-779262

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9860, the owner is required to complete the following.**

1. **(Site Contamination – General)** Prior to rezoning bylaw adoption, submission to the City of a contaminated sites legal instrument (e.g. Certificate of Compliance (CoC) or Final Site Determination (FSD) showing no contamination in the project footprint) or an alternative notice from the Ministry of Environment and Climate Change Strategy that the City may approve the zoning, development, subdivision, and demolition applications.
2. **(Site Contamination – Dedicated and/or Transferred Land)** Prior to rezoning bylaw adoption, submission to the City of sufficient information and/or other assurances satisfactory to the City in its sole discretion to support the City's acceptance of the proposed dedicated or transferred land. Such assurances could include one or more of the following:
  - a) a contaminated sites legal instrument (e.g. Certificate of Compliance (CoC) or Final Site Determination (FSD) showing no contamination in the dedication lands);
  - b) evidence satisfactory to the City, in its sole discretion, that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective; and
  - c) the registration of a legal agreement on the title to the Lands which provides that:
    - i) no occupancy of any building on the Lands shall be granted until such time that the Owner/Developer has satisfied the City in its sole discretion that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective and a contaminated sites legal instrument has been obtained for the proposed dedication lands; and
    - ii) the Owner/Developer shall release and indemnify the City from and against any and all claims or actions that may arise in connection with those portions of the lands being dedicated to the City being contaminated in whole or in part.
3. **(Subdivision)** Registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan (Schedule 1):
  - a) dedication to the City of approximately 1730 m<sup>2</sup>, including required corner cuts, along the No. 3 Road, Lansdowne Road and the existing lane frontages for the purposes of street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the City; and
  - b) creation of and transfer to the City of a fee simple lot, at no cost to the City, free and clear of any third party utilities, associated SRWs and other title charges (with no land DCC Credits applicable), at the south end of the subject site, of approximately 782.2 m<sup>2</sup> situated between the required road dedications and the property line of the new site, to be used for park purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the City.
4. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m. GSC for Area A.
5. **(Aircraft Noise)** Registration of an aircraft noise sensitive use covenant on title addressing noise impacts on residential uses and establishing a Statutory Right-of-Way(s) in favour of the Airport Authority.

6. **(Mixed-Use Noise)** Registration of a mixed use noise sensitive use covenant on title addressing noise impacts on residential uses, including those related to the on-site community facility indoor and outdoor uses.
7. **(Canada Line Noise)** Registration of a mixed use noise sensitive use covenant on title addressing noise impacts on residential uses, including those related to the Canada Line and associated proposed Bus Mall.
8. **(Commercial Noise)** Registration of a commercial noise restrictive covenant on title addressing noise impacts generated by commercial uses and requiring demonstration that the building envelope is designed to avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City's Noise Bylaw and that noise generated from rooftop HVAC units will comply with the City's Noise Bylaw.
9. **(City Centre Impacts)** Registration of a restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
10. **(Shared Parking)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that:
  - a) all residential visitor parking spaces are shared with all non-residential use spaces, except those specifically allocated to the community facility use(s);
  - b) all shared parking spaces remain unassigned;
  - c) all shared parking spaces are located on or close to the ground level of the parking structure;
  - d) all shared parking spaces are identified with signage as to their intended usage;
  - e) all shared parking spaces are fully accessible to all users (e.g. entry gate open) during standard business operating hours; and
  - f) all shared parking spaces are fully accessible to residential visitor users (e.g. buzz entry) during non-standard business hours;
  - g) identify the shared parking stalls in the Development Permit plans;
  - h) identify the shared parking stalls in the Building Permit plans; and
  - i) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the shared visitor stalls, to the satisfaction of the Director of Transportation.
11. **(Shared Loading)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that:
  - a) all loading spaces are shared between non-residential, including the community facility use(s), and residential uses;
  - b) all shared loading spaces will remain unassigned;
  - c) all shared loading spaces are located on the ground level;
  - d) all shared loading spaces are identified with signage as to their intended usage;
  - e) all shared loading spaces are fully accessible to all users (e.g. entry gate open) during business hours; and
  - f) all shared loading spaces are accessible to all users (e.g. buzz entry) during non-standard business hours;
  - g) identify the shared loading stalls in the Development Permit plans;
  - h) identify the shared loading stalls in the Building Permit plans; and
  - i) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the shared loading stalls, to the satisfaction of the Director of Transportation.
12. **(Truck Size)** Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that the maximum truck size for any truck servicing the uses on the site is a medium size truck (e.g. SU9). *(Note: No WB-17 size trucks are permitted.)*
13. **(Bicycle End-of-Trip Facilities)** Registration of a restrictive covenant on title, or alternative legal

agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to provide bicycle end-of-trip facilities within the development for the shared use of all non-residential users (e.g. commercial and office) generally as follows:

- a) a minimum of one male facility and one female facility, designed, constructed, equipped and maintained by the owner, each of which shall:
  - i) be fully accessible to all intended users;
  - ii) be easily accessible from non-residential Class 1 bicycle parking areas and/or the non-residential floor areas;
  - iii) be fully handicapped accessible;
  - iv) accommodate two or more people at one time; and
  - v) include, at minimum, a change room and lockers, two showers, a toilet, a wash basin and a grooming station (i.e. mirror, counter and electrical outlets);
  - vi) identify the end-of-trip facilities in the Development Permit plans;
  - vii) identify the end-of-trip facilities in the Building Permit plans; and
  - viii) prior to building inspection permitting occupancy, provide wayfinding and stall identification signage for the end-of-trip facilities, to the satisfaction of the Director of Transportation.
14. **(Bicycle Facilities)** Registration of a restrictive covenant on title or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to maintain all required bicycle parking spaces and other bicycle facilities for their intended uses, as well as, securing the owner's commitment to maintain the bicycle parking areas for shared common use.
15. **(District Energy Utility)** Registration of a restrictive covenant and Statutory Right-of-Way(s) and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the Statutory Right-of-Way(s) necessary for supplying the DEU services to the building(s), which covenant and Statutory Right-of-Way(s) and/or legal agreement(s) will include, at minimum, the following terms and conditions:
  - a) No building permit will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering.
  - b) If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no building permit will be issued for a building on the subject site unless:
    - i) the owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
    - ii) the owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the low carbon energy plant to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to building inspection permitting occupancy of the first building on the site;
  - c) The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
  - d) If a DEU is available for connection and the City has directed the owner to connect, no building inspection permitting occupancy of a building will be granted unless, and until:
    - i) the building is connected to the DEU;
    - ii) the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
    - iii) prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.

- e) If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no building inspection permitting occupancy of a building will be granted unless and until:
- the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
  - the building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide heating, cooling and domestic hot water heating to the building(s), which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
  - the owner transfers ownership of the low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
  - prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant by the City and/or the City's DEU service provider, LIEC.
- f) If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the development permit for the subject site, no building inspection permitting occupancy of a building will be granted until:
- the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and
  - the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).
16. **(Affordable Housing)** The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The terms of the Housing Agreements and Covenant shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements:
- provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
  - provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

**AFFORDABLE HOUSING SUMMARY**

Unit Type	Affordable Housing Strategy Requirements			Project Targets (3)	
	Minimum Unit Sizes	Current LEMR Maximum Rents (1) (2)	Total Maximum Household Income (1) (2)	Unit Mix	# of Units (3)
Bachelor	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811	\$34,650 or less	10%	2
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	25%	5
2-Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	40%	8
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> ) Consistent with market units of the same type, being 85m <sup>2</sup> (924 ft <sup>2</sup> )	\$1,480	\$58,050 or less	25%	5
TOTAL		N/A	N/A	100%	20

1. Denotes 2017 amounts adopted by Council on July 24, 2017.

2. Subject to Council approval, total annual household incomes and maximum monthly rents may be increased annually by the Consumer Price Index.
3. 50% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

- c) occupants of the affordable housing units shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces provided for the residential development as per OCP, City Centre Area Plan, and Development Permit requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities); and
  - d) on-site parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants).
17. **(Child Care)** City acceptance of the owner's offer to voluntarily contribute to the development and operation of child care (approximately \$1,070,180 calculated using the proposed residential floor area excluding in-kind community amenity and affordable housing floor area  $[0.01 \times (27,147 \text{ m}^2 - 105 \text{ m}^2 - 1,357 \text{ m}^2) \times \$6,997/\text{m}^2]$  noting that the final amount will be subject to final floor area figures to be determined through the Development Permit process) (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
18. **(Community Facility)** The City's acceptance of the owner's offer to voluntarily contribute a community amenity space which may be used by the City as a community facility or any other permitted use the City, in its sole discretion, deems appropriate. The broad terms of the contribution shall include, subject to the determination, and timing of the determination, of a facility tenant or tenants by the City:
- a) design and construction of a complete facility (facility proper, ancillary facilities and outdoor space), including the base building and tenant improvements, all to a turnkey level of finish, on the subject site, by the developer, at the developers cost; and
  - b) transfer of the complete facility (facility proper, ancillary facilities and outdoor space), including the base building and tenant improvements, all at a turnkey level of finish, as an air space parcel, to the City, at no cost to the City,
- and, the specific terms shall include:
- c) voluntary contribution of no less than 557 m<sup>2</sup> (6,000 ft<sup>2</sup>) of floor area (e.g. area that is considered to be floor area for the purposes of calculating density under the Richmond Zoning Bylaw) for the facility proper, based on the following density bonusing contribution calculation:
    - i) approximately 105 m<sup>2</sup> (1,125 ft<sup>2</sup>) of floor area, calculated as forty one percent of one percent of the residential floor area, excluding affordable housing floor area (e.g.  $0.41 \times 0.01 \times (27,147 \text{ m}^2 - 1,357 \text{ m}^2)$ ); and
    - ii) approximately 452 m<sup>2</sup> (4,870 ft<sup>2</sup>) of floor area, calculated as one hundred percent of five percent of the Village Centre Bonus floor area (e.g.  $0.05 \times 1.0 \times 9,049 \text{ m}^2$ ), to be used for development of the facility proper including program spaces, private access and internal circulation, structure, walls (internal and external), building systems and building services, where these elements are typically included in floor area calculations for the purposes of calculating density under the Richmond Zoning Bylaw and are used exclusively for the community facility;
  - d) voluntary contribution of additional indoor area from the development, as required for purposes ancillary to the facility use, including, but not limited to, bicycle storage, parking and loading, waste management, access, circulation and exiting, structure, walls (internal and external), building systems and building services, where such area is typically excluded from floor area calculations for the purposes of calculating density under the Richmond Zoning Bylaw or is not used exclusively by the facility;
  - e) voluntary contribution of outdoor area along the frontages of the facility, for the exclusive use of the facility, the final size and exact dimensions of which are to be determined through the development

- permit process, including both open and covered areas, neither of which will be considered to be floor area for the purposes of calculating density under the Richmond Zoning Bylaw;
- f) location of the facility proper and the outdoor space on Level 1 of the development, generally as shown in the location plan (Schedule 2), along with provision for private access from one or both frontages as well as to and from ancillary facilities such as parking and loading, waste management rooms, service rooms, storage rooms and similar areas (multiple levels);
  - g) design and construction of the complete facility, substantially in accordance with the summary requirements listed below and including:
    - i) the facility proper to provide for:
      - i. approximately 557 m<sup>2</sup> (6,000 ft<sup>2</sup>) of programmed facility space, the details of which will be determined once a tenant or tenants have been determined by the City. However should, as of the commencement of construction of Level 1 of the development,
        - a. the tenant(s) of the facility not be determined by the City, the owner shall provide the facility as base building space compatible with future improvements of a commercial and/or office nature; or
        - b. the tenant(s) of the facility, as determined by the City, not require the whole of the floor area of the facility, the owner shall provide the required floor area, as determined by the City, as programmed facility space, generally of a commercial and/or office nature, and the remainder floor area as base building space compatible with future improvements;
    - ii) the ancillary facilities to provide for:
      - i. bicycle storage and vehicle parking applicable to the needs of the facility tenant(s) for the sole use of the facility's clients, visitors, guests and staff, available 365/7/24, located within the parkade except where noted otherwise, generally in an area having direct or close access to the facility's private access system, including clearly signed access from the street, where applicable.
      - ii. access to and use of the shared loading facilities provided on Level 1;
      - iii. access to and use of the shared waste management facilities on Level 1; and
      - iv. access to and use of services rooms and similar facilities, exclusive or shared, as required to meet functional, technical and operational requirements of the facility,  
Should, as of date of development permit issuance for the development, the tenant(s) of the facility not be determined by the City, the tenant use of the facility will be assumed to be commercial and/or office for the purpose the above requirements;
    - iii) the outdoor program space to provide for:
      - i. outdoor uses typically ancillary to the facility uses;  
or, as determined through the Development Permit process;
    - iv) design and construction of the facility (including tenant improvements, if applicable) to achieve LEED v4 ID + C Commercial Interiors Gold Certification, with a focus on providing for robust monitoring and remote control capabilities of the systems and scheduling that are its responsibility and integration of these controls into the building automation system through open language BACnet interfaces and, further, reference to the principles outlined in the "City of Richmond Building Equipment, Monitoring, and Integration Requirements" administrative procedure;
    - v) design and construction of the facility to provide for separate addressing for the tenant or tenants;
    - vi) design and construction of the utility systems to provide for, amongst other things:
      - i. connection to the on-site, low-carbon, central energy plant for the purposes of heating and cooling, along with provision for sub-facilities and sub-metering, to the satisfaction of the City;

- ii. connection to other building utility systems (e.g. electricity), along with provision for sub-facilities and sub-metering, to the satisfaction of the City; and
    - iii. conduit rough in for installation and connection of the City's fibre optic communications system, by the City or its contractor, noting the required conduit size is 2 inches and the outside end point is to be a City Traffic Junction Box located on Lansdowne Road;
  - h) project development and procurement of approvals subject to the following benchmarks/timelines:
    - i) prior to issuance of a Development Permit for the development, in whole or in part:
      - i. the facility design (facility proper, ancillary facilities and outdoor space) must be resolved to a level typical of the design development stage of a development project, to the satisfaction of the City;
      - ii. the resulting design must be incorporated into the Development Permit application submission; and
      - iii. a preliminary construction cost estimate for facility proper, ancillary facilities and outdoor space, verified by an independent quantity surveyor that is acceptable to the City, must be provided;
    - ii) prior to issuance of a Building Permit for the development, in whole or in part:
      - i. the facility design (facility proper, ancillary facilities and outdoor space) must be resolved to a level typical of the building permit and issued for construction stages of a development project, to the satisfaction of the City (including tenant improvement if one or more facility tenant(s) have been determined by the City);
      - ii. the resulting design must be incorporated into the building permit application submission; and
      - iii. a final construction cost estimate for facility proper, ancillary facilities and outdoor space, verified by a quantity surveyor, must be provided;
    - iii) prior to commencement of construction of Level 1 of the development:
      - i. the tenant improvement design and specifications not previously determined at Building Permit stage, to the satisfaction of the City (if one or more facility tenant(s) have been determined by the City); and
      - ii. updated construction and tenant improvement cost estimate for facility proper, ancillary facilities and outdoor space, verified by a quantity surveyor, must be provided
    - iv) prior to occupancy of the development, in whole or in part:
      - i. the constructed facility (facility proper, ancillary facilities and outdoor space) must be granted building inspection permitting occupancy;
      - ii. commissioning of the facility (facility proper and outdoor space) must be completed to the satisfaction of the City;
      - iii. occupancy and post-occupancy information for the facility (facility proper and outdoor space) must be provided, to the satisfaction of the City;
      - iv. as-built drawings and Operation & Maintenance (O&M) manuals in soft and hard copy form of the facility (facility proper and outdoor space) must be provided to the satisfaction of the City; and
      - v. a final construction cost for facility proper, ancillary facilities and outdoor space, verified by an independent quantity surveyor that is acceptable to the City, must be provided, unless the constructed facility is otherwise deemed acceptable by the Director, Development; the Director, Engineering; the Manager of Community Social Development; and, the Senior Manager of Real Estate Services, at their sole discretion.
- Note: If one or more facility tenant(s) have been determined by the City prior to the commencement of construction of Level 1 of the Development, the constructed facility shall include the tenant improvements for that portion of the facility required by such tenant(s), to the satisfaction of the City.*
- i) registration of a legal agreement(s), which may include, but may not be limited to, the following:

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- i) a “no build” covenant registered on title restricting Building Permit issuance for the whole development, to be in effect until such time as a “construction agreement” for the facility (including base building and tenant improvements, as required by the City) is registered on title with respect to the amenity;  
*Note: This requirement may be waived if a “Construction Agreement” is signed before rezoning adoption.*
- ii) a “construction agreement” setting out requirements with respect to the design, construction, supply, installation, approval, and warranty of the facility (including base building and tenant improvements, as required by the City) and related works to the satisfaction of the City, which agreement may include provisions for a statutory right(s)-of-way and/or rent charge and include the terms set out in these rezoning considerations as well as standard City facilities policies;  
*Note: If one or more facility tenant(s) have been determined by the City prior to the commencement of construction of Level 1 of the Development, the constructed facility shall include the tenant improvements for that portion of the facility required by such tenant(s), to the satisfaction of the City.*
- iii) an Air Space Parcel (ASP) subdivision agreement to facilitate the future creation of an ASP containing the facility (including base building and constructed tenant improvements), including the facility proper, ancillary facilities and outdoor spaces, to the extent deemed desirable or practical by the City, together with any easement(s) and/or statutory right(s)-of-way registered on title to secure any remaining facilities located elsewhere in the development and intended for the use of the facility tenants, along with terms for cost sharing between the ASP owner (the City) and the owner(s) of the remaining facilities, all in a form and content satisfactory to the City;
- iv) a purchase and sale agreement to facilitate the transfer of the facility (including base building and constructed tenant improvements) ASP to the City, which transfer shall not occur until the City has, at its sole discretion, accepted the facility works, which acceptance shall not relieve the developer of any outstanding obligations and which shall include an option to purchase for a consideration;
- v) a “no occupancy” covenant for the development, in whole or in part, registered on title, to be in effect until such time as the facility (including base building and the City’s required tenant improvements) has been completed or otherwise deemed acceptable, at the sole discretion of the City, by the Director, Development; the Director, Engineering; the Manager of Community Social Development; and, the Senior Manager of Real Estate Services, in their sole discretion, and has been transferred to the City free and clear of any encumbrances; and
- vi) a blanket Statutory Right-of-Way, or alternative legal agreement(s), to the satisfaction of the City, securing public access to and egress from the facility (facility proper, ancillary facilities and outdoor space) and any part of the parking facility allocated for the facility use, across and through the drive aisles and pedestrian pathways forming part of the development and securing City access to the development for the maintenance of the utilities and mechanical systems servicing the facility (including maintenance of the City’s fibre optic system), which agreement may be replaced prior to occupancy, to the satisfaction of the City, with a replacement agreement and a surveyed Statutory Right-of-Way(s) plan.
- j) submission of cash or other forms of financial security as follows:
  - i) a cash-in-lieu contribution of \$10,000 to fund the complete installation of the fibre optic service by city contractors within the conduit supplied by the developer (e.g. all costs for Civil work upgrades, connection of developer conduit to city systems, fibre cable/splice enclosure and all installation work) (Account # 1315-40-000-00000-0000-CB00026);
  - ii) a project management fee of \$194,866 [equal to 5% of the preliminary construction cost estimate, using the City’s “equivalent to construction value” rate of \$6,997/ sq. m. applied to

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the density bonus floor area portions of the facility only (e.g.  $557 \text{ m}^2$ )] to provide for the participation of the City or its representatives in the schematic design, design development, building permit, issued for construction, contract administration and related stages of project development (Account # 1315-40-000-00000-0000-CB00026);

- iii) a Letter of Credit (LOC), in the amount of 100% of the construction cost estimate for the base building component of the facility [e.g.  $\$1,781,935$  ( $0.45 \times 557 \text{ m}^2 \times \$7,104/\text{m}^2$ ) (2019 value)] (facility proper, ancillary facilities and outdoor space), as verified by a quantity surveyor, to secure the developer's commitment to design, construct, and transfer the facility to the City, with provision for the return of the subject monies as follows:
  - i. reduction by 50% after the facility has received final building inspection permitting occupancy and has been transferred to the City;
  - ii. reduction by a further 30% a minimum of one year after the facility has received final building inspection permitting occupancy and has been transferred to the City; and
  - iii. release of remaining funds after a minimum of two years after the facility has received final building inspection permitting occupancy and has been transferred to the City, all subject to the following:
    - a. no reduction or release until any required Provincial licensing has been achieved;
    - b. retention of the LOC, or portions thereof, at the sole discretion of the City, to rectify deficiencies;
    - c. retention of the LOC, or portions thereof, at the sole discretion of the City, to ensure the air space parcel (ASP) is free and clear of builder's liens or other encumbrances; and
    - d. retention of the LOC, or portions thereof, at the sole discretion of the City, to complete the facility, should the developer fail in its contractual obligations.
- iv) a Letter of Credit (LOC), in the amount of 100% of construction cost estimate for the tenant improvement component of the facility [e.g.  $\$2,395,713$  ( $0.55 \times 557 \text{ m}^2 \times \$7,104/\text{m}^2$ ) (2019 value)] (facility proper, ancillary facilities and outdoor space) (assuming 100% of the facility will be required to be completed with tenant improvement, whether or not the future tenant(s) are determined by the City), as verified by a quantity surveyor, to secure the developer's commitment to design, construct, and transfer the facility to the City, with provision for the return of the subject monies as follows:
  - i. reduction by 50% after the facility has received final building inspection permitting occupancy and has been transferred to the City;
  - ii. reduction by a further 30% a minimum of one year after the facility has received final building inspection permitting occupancy and has been transferred to the City; and
  - iii. release of remaining funds after a minimum of two years after the facility has received final building inspection permitting occupancy and has been transferred to the City, all subject to the following:
    - iv. retention of the LOC, or portions thereof, at the sole discretion of the City in relation to any portion of the facility constructed solely to base building standards, to be reduced upon completion of tenant improvements for such portion(s) of the facility;
      - a. no reduction or release until any required Provincial licensing has been achieved;
      - b. retention of the LOC, or portions thereof, at the sole discretion of the City, to rectify deficiencies;
      - c. retention of the LOC, or portions thereof, at the sole discretion of the City, to ensure the air space parcel (ASP) is free and clear of builder's liens or other encumbrances; and
      - d. retention of the LOC, or portions thereof, at the sole discretion of the City, to complete the facility, should the developer fail in its contractual obligations.

19. **(Community Planning)** The City's acceptance of the owner's offer to voluntarily contribute at least

\$103,187 (calculated using the proposed floor area minus the on-site community amenity and affordable housing floor area e.g.  $(36,196 \text{ m}^2 - 577 \text{ m}^2 - 1,357 \text{ m}^2) \times \$3.01/\text{m}^2$ ) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).

20. **(Public Art)** The City's acceptance of the owner's offer to voluntarily contribute at least \$276,622 (100% non-residential floor area and 100% residential floor area, excluding on-site community amenity and affordable housing floor area, (e.g.  $9,049 \text{ m}^2 - 452 \text{ m}^2$ )  $\times$   $\$4.84/\text{m}^2$  +  $(27,147 \text{ m}^2 - 105 \text{ m}^2 - 1,357 \text{ m}^2) \times \$9.15/\text{m}^2$ ) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to Account # 7600-80-000-90173-0000).
21. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$11,700 (nine trees calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.
22. **(Servicing Agreement)** Submission and processing of a Servicing Agreement application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

**(Engineering)**

**Water Works:**

- a) Using the OCP Model with the water main upgrades proposed below, there will be 536.0 L/s of water available at a 20 psi residual at the No 3 Road frontage, 285.0 L/s of water available at a 20 psi residual at the New N-S Road frontage, and 312.0 L/s of water available at a 20 psi residual at the Lansdowne Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) The Owner/Developer is required to:
- Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
  - Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for commercial land use.
  - Provide a right-of-way for the proposed water meter. Exact right-of-way dimensions to be finalized during the servicing agreement process.
  - Obtain approval from Richmond Fire Rescue for all fire hydrant locations, relocations, and removals.
  - Install approximately 160 m of new 300 mm diameter water main within the new N-S road from the existing 200 mm water main on Lansdowne Road to the north property line of 5551 No 3 Road, complete with fire hydrants per City spacing requirements.
- c) At Owner/Developer's cost, the City is to:
- Install one new water service connection for each proposed parcel, complete with meter and meter box. Meters to be located onsite in a right of way.
  - Cut and cap all existing water service connections to the development site, and remove meters.
  - Complete all tie-ins for the proposed works to existing City infrastructure.

**Storm Sewer Works:**

- d) The Owner/Developer is required to:
- Install approximately 120 m of new storm sewer within the new N-S road from the north property line of 5591 No 3 Road to the box culvert on Lansdowne Road. Prior to servicing agreement approval, the actual invert of the existing forcemain must be confirmed in the field to prevent future conflicts. The existing hole in the box culvert for the 300 mm capped stub shall be widened and reused for the proposed storm sewer if possible.
  - Perform a storm capacity analysis based on the 2041 OCP condition to size the proposed storm sewer within the new N-S road. Minimum diameter shall be 600 mm. The capacity

analysis shall be included within the servicing agreement drawings for the City's review/approval.

- iii) Upgrade approximately 160 m of existing 375 mm storm sewer within the No 3 Road frontage to 900 mm, from the north property line of the development site to the box culvert on Lansdowne Road. The alignment for the new storm sewer shall be chosen to minimize impact to the traffic on No 3 Road.
- iv) Remove, or fill and abandon where appropriate, the existing 375 mm storm sewer being upgraded on No 3 Road.
- v) Install one new storm service connection, complete with inspection chamber, to serve each proposed parcel. The inspection chamber may be located onsite in a right of way if required by the frontage improvements (to be determined at the Servicing Agreement stage). The service connections shall connect to the proposed 750 mm storm sewer along No 3 Road.
- vi) Provide, at no cost to the City, a 1.5 x 1.5 m right-of-way for each proposed storm inspection chamber, if required.
- vii) Provide a sediment and erosion control plan within the servicing agreement design.
- e) At Owner/Developer's cost, the City is to:
  - i) Reconnect all existing catch basins and lawn basins to the proposed storm sewer.
  - ii) Cut and cap all existing storm service connections to the development site and remove inspection chambers.
  - iii) Complete all tie-ins for the proposed works to existing City infrastructure.

***Sanitary Sewer Works:***

- f) The Owner/Developer is required to:
  - i) Upgrade approximately 260 m of existing sanitary sewers within the proposed N-S road and along Lansdowne Road from the proposed N-S road to manhole SMH55359 at Minoru Boulevard. Reconnect all existing connections to the new main. The proposed sanitary sewer shall be 300 mm along the new N-S Road and 375 mm along Lansdowne Road. Minimum pipe grade shall be 0.4%.
  - ii) Install one new sanitary service connection for each proposed parcel, complete with inspection chamber. The inspection chambers may be located onsite in a right-of-way if required by the frontage improvements (to be determined at the Servicing Agreement stage).
  - iii) Provide, at no cost to the City, a 1.5 x 1.5 m right-of-way for each proposed sanitary inspection chamber, if required.
  - iv) After the existing service connection SLAT4916 and inspection chamber SIC1506 are removed, discharge the existing statutory right-of-way along the northwest corner of 5671 No 3 Road (plan number 34077). It is the developer's responsibility to coordinate with BC Hydro, TELUS, Shaw, Fortis BC, and other private utility companies to confirm that there are no existing private utilities within the right of way prior to right of way discharge. Additional rights of ways may be required by those companies if private utilities exist within the City right of way.
- g) At Owner/Developer's cost, the City is to:
  - i) Cut, cap, and remove all existing sanitary connections and inspection chambers to the development site.
  - ii) Complete all tie-ins for the proposed works to existing City infrastructure.

***Frontage Works:***

- h) The Owner/Developer is required to:
  - i) Coordinate with BC Hydro, TELUS and other private communication service providers:
    - i) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
    - ii) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.

- iii) To underground the overhead poles and lines along the proposed N-S road frontage. Any aboveground utility cabinets and kiosks required to underground the overhead lines and poles shall be located within the development site as described below.
- iv) 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 developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
  - BC Hydro PMT – 4.0 x 5.0 m
  - BC Hydro LPT – 3.5 x 3.5 m
  - Street light kiosk – 1.5 x 1.5 m
  - Traffic signal kiosk – 2.0 x 1.5 m
  - Traffic signal UPS – 1.0 x 1.0 m
  - Shaw cable kiosk – 1.0 x 1.0 m
  - TELUS FDH cabinet – 1.1 x 1.0 m.
- ii) Provide street lighting along all road frontages according to the following:
  - i) City Streets
    - Lansdowne Road (North side of street)
      - Pole colour: Grey
      - Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.
      - Pedestrian lighting @ buffer strip between sidewalk and off-street bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation. (NOTE: "Pedestrian luminaires" are intended to light the sidewalk and off-street bike path. Luminaire arms must be set perpendicular to the direction of travel.)
    - New North-South Street @ west side of site (East side of street)
      - Pole colour: Grey
      - Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire, banner arms, and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, flower basket holders, or irrigation.
    - No 3 Road (West side of street):
      - Pole colour: Grey
      - Roadway lighting: N/A (No change to existing lighting in centre median)
      - Pedestrian lighting @ back of curb: Type 8 (LED) INCLUDING 1 pedestrian luminaire, 1 duplex receptacle, and flower basket holders, but EXCLUDING any banner arms or irrigation.
  - ii) Off-Street Publicly-Accessible Walkways & Opens Spaces
    - Lansdowne Road (North side of the park) (City owned & City maintained)
      - Pole colour: Grey
      - Pedestrian lighting within the park: Type 8 (LED) INCLUDING 1 pedestrian

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luminaire and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation.

- Off-Street Publicly-Accessible Walkways & Opens Spaces

Lansdowne Road (North side of the park) (City owned & City maintained)

- Pole colour: Grey
- Pedestrian lighting within the park: Type 8 (LED) INCLUDING 1 pedestrian luminaire and 1 duplex receptacle, but EXCLUDING any banner arms, flower basket holders, or irrigation.

**General Items:**

- i) The Owner/Developer is required to:
  - i) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a pre-load plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
  - ii) Provide a video inspection of the existing storm box culvert along the Lansdowne Road frontage and the existing sanitary sewer along the north-south lane prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities is required. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced at the Developer's cost.
  - iii) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
  - iv) 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.

**(Transportation)**

**Road and Frontage Works:**

- j) As a minimum, the applicant will be responsible for the design and construction of the following frontage works. Note that below are the minimum frontage work requirements and additional frontage works may be sought pending staff's review of the TIS.
  - i) Along the No 3 Road frontage, road widening to provide the following (from east to west):
    - maintain all existing southbound traffic lanes
    - 0.15m wide curb and gutter
    - 0.3m wide buffer strip
    - 1.8m wide paved (raised) bike lane
    - 0.15m wide barrier curb
    - 1.5m wide boulevard
    - 2.0m wide sidewalk
  - ii) Along the entire Lansdowne Road frontage, road widening to provide the following (from south to north):
    - maintain all existing westbound traffic lanes
    - 0.15m wide curb and gutter
    - 1.5m wide boulevard

- 3.0m wide paved multi-use pathway
- 1.0m wide buffer strip

Note that sidewalk will be located outside the road allowance and be within the park.

iii) Along the entire west frontage, full road construction to accommodate the following (from the new property line to west):

- 2.0m wide sidewalk
- 1.5m wide boulevard
- 0.15m wide curb and gutter
- 8.5m wide asphalt pavement for on-street parking (along the east side) and two-directional traffic lanes
- 1.5m wide paved tie-in separated from the asphalt pavement with an interim barrier curb and gutter

iv) Intersection control/treatment:

- Installation of a special crosswalk with downward lighting and associated equipment on Lansdowne Road at the new north/south street near the western limit of the development site
- Upgrade the existing traffic signal at the No. 3 Road / Lansdowne Road intersection to accommodate the road widening noted above to include, but not limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals) and illuminated street name sign(s) as necessary.

k) Provision of a Letter of Credit to secure the completion of the Engineering and Transportation works in an amount determined by the Director of Engineering and Director of Transportation.

l) Registration of the Servicing Agreement on title.

23. **(Servicing Agreement - Park)** Submission and processing of a Servicing Agreement application, completed to a level deemed acceptable by the Director, Parks, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

- a) Design and construction of the park improvements may include, but not be limited to, the following features:
  - i. General Program Features
    - Sun-oriented features and related uses, including outdoor seating for people-watching and performances.
    - Predominantly hardscape surface treatment for active, informal uses and for staging of events.
  - ii. Public Art Features (in conjunction with the Public Art Program, at the discretion of the City)
    - Support the vision of Lansdowne Road as the downtown "Street Gallery" by integrating art works into the designs of hard and soft landscape areas, play features, and site furnishings.
    - Installation of a site specific, large scale, signature work near No. 3 Road enhancing the "gateway" to the West Village Blocks.
  - iii. Street Furnishing Features
    - Program/event infrastructure (power, water, data, audio/visual capability) integrated with street furniture, lighting, or hard landscape elements (walls, permanent kiosks).
    - Overhead support system (e.g., post and cable system) to support temporary weather protection, art installations, special lighting or banner installations.
    - Distinctive paving materials and patterns to unify the public realm and the street, provide wayfinding.

- Fixed and movable seating and table elements that create social nodes and can be reconfigured to support performance events.
  - Plaza and pedestrian level lighting that incorporates capacity for variable animation.
  - Use of distinctive materials and bright colour palette for key street furnishings and infrastructure.
  - A unifying suite of site furnishings consistent along the length of the corridor.
- iv. Ecological Features
- Street trees that reinforce the continuity of the corridor-wide street tree canopy while framing distinct spaces.
  - Onsite stormwater capture by strategically directing it to catchment areas – e.g. continuous tree pits, permeable pavers, water features, etc.
  - Visual interpretation and celebration of rainwater by means of ephemeral stormwater features,
- b) Provision of a Letter of Credit to secure the completion of the Park works in an amount determined by the Director, Parks, to the satisfaction of the City.
- c) Registration of the Servicing Agreement on title.
24. **(Development Permit)** Submission and processing of a Development Permit application, completed to a level deemed acceptable by the Director of Development, incorporating:
- a) design development of the rezoning concept, as necessary, to address:
- i) form and character objectives noted in the associated Report to Planning Committee;
  - ii) Council directions arising out of Public Hearing;
  - iii) pertinent comments of the Advisory Design Panel;
  - iv) form and character objectives described in the OCP and CCAP Development Permit Guidelines;
  - v) technical resolution of building services, private utilities, public utilities, fire access, parking and loading and waste management including provision of final utility, fire access, loading, waste management and signage and wayfinding plans; and
  - vi) design and technical resolution of the landscape plans including:
    - i. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new landscape; and
    - ii. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees;
  - vii) provision of twenty-six (26) replacement trees on site;
- b) a landscape concept plan for the Lansdowne Linear Park, prepared by a Registered Landscape Architect, to the satisfaction of the Director, Parks;
- c) a landscape plan for the development site, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development,
- d) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) prepared, stamped and sealed by qualified professionals including, but not limited to:
- i) statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
  - ii) flood construction level(s);
  - iii) use, density, height, siting, building form, landscaping, parking and loading and other zoning requirements;
  - iv) stamped and sealed floor area calculation overlays;
  - v) site access locations;

- vi) horizontal and vertical clearance dimensions for all vehicular circulation, including heights of doors, gateways and other passages;
- vii) the required shared non-residential parking and residential visitor parking spaces;
- viii) the required shared loading spaces;
- ix) the required EV-charging vehicle parking spaces;
- x) the required car-share parking spaces;
- xi) the required end-of-trip facilities, including their location, number, size, type and use;
- xii) the required bicycle maintenance facilities;
- xiii) identification and wayfinding marking and /or signage for all bicycle, vehicle and truck spaces and associated facilities, with particular attention to facility staff and visitor needs;
- xiv) the location of all above ground utility equipment required to be on site including that needed for street lighting and traffic signals as well as that need for third parties;
- xv) the location of areas reserved for DEU equipment and/or connection facilities and a notation regarding the need for DEU pre-ducting, as applicable in the case of the final DEU strategy;
- xvi) the required affordable housing units, including their size and location;
- xvii) the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, as noted below, including notation of their associated design features:

Type	Affordable	Market	Intent	Standard
Aging in Place	0	0	- support mobility and usability	Per OCP
Adaptable + Basic Universal Housing (1)	10	0	- renovation potential for wheelchair plus added floor area for manoeuvring	Per BCBC and RZB
Barrier Free (2)	0	0	- move in with wheelchair	Per BCDH
Total Units	10	0		

\* Includes Aging-in-Place

\*\* Includes Aging-in-Place, Adaptable and Basic Universal Housing

- xxviii) the required community amenity facility including base building and predetermined tenant improvements plans for indoor and outdoor facilities;
- xix) an accessibility checklist and identification of specific recommended measures to be incorporated into the Building Permit plans, where relevant;
- xx) a CPTED checklist and identification of specific recommended measures to be incorporated into the Building Permit plans, where relevant;
- xxi) a LEED checklist for the overall development prepared by a LEED AP to achieve LEED v4 NC Silver equivalency and identification of specific measures to be incorporated into the Building Permit plans to be incorporated into the Building Permit plans, where relevant;
- xxii) a LEED checklist for the facility prepared by a LEED AP to achieve LEED v4 ID+C Gold Certification and identification of specific measures to be incorporated into the Building Permit plans to be incorporated into the Building Permit plans, where relevant;
- xxiii) an Acoustic and Mechanical Report with recommendations prepared by a registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the various noise covenants;
- xxiv) an Arborist Contract entered into between the applicant and a Certified Arborist for supervision of any 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.
- xxv) the required common indoor, common outdoor and private outdoor amenity areas including their location, size and use;
- xxvi) the location, plans, detailing and specifications of the vertical clearance for the loading area, including the access/egress movement to/from Cook Road and Buswell St. to confirm truck

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- loading movements are satisfied;
- xxvii) the location, plans, detailing and specifications for landscaping, including but not limited to required replacement trees and irrigation for private and common open space; and
- xxviii) the location and dimensions of on- and off-site any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.
- e) Submission of a letter of credit for development site landscaping, including required replacement trees, based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

**Building Permit Notes:**

1. Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in "Schedule B: Assurance of Professional Design and Commitment for Field Review", shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.
2. Prior to Building Permit issuance, the applicant is to submit a detailed Construction Parking and Traffic Management Plan to the Transportation Division for approval. The Management Plan shall identify (for each development phase): construction vehicle access, emergency vehicle access, parking facilities for construction workers, staging areas for construction vehicles, areas for deliveries and loading, and application for any lane closures. The Plan will require the use of proper construction traffic control procedures and certified personnel as per Traffic Control Manual for works on roadways (Ministry of Transportation and Infrastructure) and MMCD Traffic Regulation Section 01570.
3. Prior to Building Permit issuance the developer must obtain a Building Permit for 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.
4. Prior to Building Permit issuance the developer must obtain and provide to the City TransLink concurrence, in writing, regarding adequate completion or otherwise successful resolution of the AID process.

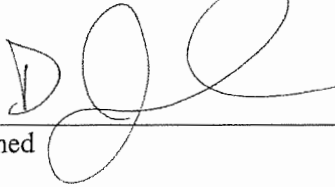
**General Notes:**

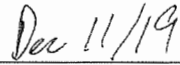
1. Some of the foregoing items may require a separate application.
2. Where the Director of Development deems it appropriate, legal agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.
3. All agreements to 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.
4. The legal 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.
5. 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.
6. 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

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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 be retained.

  
Signed \_\_\_\_\_

  
Date \_\_\_\_\_

Schedule A

To Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road) Bylaw No. 10057

HOUSING AGREEMENT BETWEEN LUX RICHMOND DEVELOPMENT LIMITED  
PARTNERSHIP AND LUXE RICHMOND NOMINEE LTD. AND THE CITY OF  
RICHMOND

**HOUSING AGREEMENT – AFFORDABLE HOUSING**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference \_\_\_\_\_, 2019,

**AMONG:**

**LUXE RICHMOND DEVELOPMENT LIMITED**

**PARTNERSHIP**, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at 1800 – 510 West Georgia Street, Vancouver, B.C. V6B 0M3, by its general partner **LUXE RICHMOND DEVELOPMENT GP LTD.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at 1800 – 510 West Georgia Street, Vancouver, B.C. V6B 0M3

(the “**Beneficiary**”)

**AND:**

**LUXE RICHMOND NOMINEE LTD.**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 1800 – 510 West Georgia Street, Vancouver, B.C. V6B 0M3

(the “**Nominee**”)

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

**AND:**

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

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

**WHEREAS:**

- A. Section 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

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 5591, 5631, 5651 and 5671 No. 3 Road*  
*Application No. RZ 17-779262 Bylaw 9860*  
*Rezoning Consideration No. 16*

housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

- B. The Beneficiary is the only beneficial owner of the Lands and the Nominee is the registered owner of the Lands; and
- C. The Owner and the City wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing 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 updated, 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 and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (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

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*Housing Agreement (Section 483 Local Government Act)  
Address: 5591, 5631, 5651 and 5671 No. 3 Road  
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Rezoning Consideration No. 16*

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 will be final and conclusive;

- (i) **“Development”** means the mixed-use residential, office 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) **“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;
- (l) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less;
  - (iv) in respect to a two-bedroom + den unit, \$46,800 or less; and
  - (v) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above will be adjusted annually on January 1<sup>st</sup> 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 set-out above for the subsequent year will 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 will be final and conclusive;

- (m) **“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

- (n) **“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;
- (o) **“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;
- (p) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) **“Lands”** means the lands and premises legally described as follows:

PID: N/A  
Lot 1 Section 5 Block 4 North Range 6 West New Westminster District  
Plan EPP83979,

including a building or a portion of a building, into which said lands are Subdivided;

- (s) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) **“LTO”** means the New Westminster Land Title Office or its successor;
- (u) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (v) **“Permitted Rent”** means no greater than:
  - (i) \$811 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit;
  - (iv) \$1,218.00 (exclusive of GST) a month for a two-bedroom + den unit; and
  - (v) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above will be adjusted annually on January 1<sup>st</sup> 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 set-out above for the subsequent year will 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 will be final and conclusive;

- (w) **“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;
- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (y) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (z) **“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*;
- (aa) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (bb) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

## 1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 5591, 5631, 5651 and 5671 No. 3 Road*  
*Application No. RZ 17-779262 Bylaw 9860*  
*Rezoning Consideration No. 16*



- (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”.

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant 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 will, 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 will 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 unless the Development Permit includes the Affordable Housing Units;
- (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
- (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
  - (ii) the Affordable 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.

If and to the extent that the Housing Covenant contemplates staged construction and occupancy of the Affordable Housing Units, the Housing Covenant will govern.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.

3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 5591, 5631, 5651 and 5671 No. 3 Road*  
*Application No. RZ 17-779262 Bylaw 9860*  
*Rezoning Consideration No. 16*

3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one building;
- (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.3; and
- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

“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 gross annual income from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under; and
- (iv) number of occupants of the Affordable Housing Unit 55 years of age and over.”

- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and

- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers the Affordable Housing Units (pursuant to section 3.3), the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.6 The Owner will 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 on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Affordable Housing Unit;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
    - (i) move-in/move-out fees,
    - (ii) strata fees,
    - (iii) strata property contingency reserve fees;
    - (iv) any fees and charges for the use of parking spaces assigned for the exclusive use of the Affordable Housing Unit;
    - (v) 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;
    - (vi) extra charges or fees for the use of sanitary sewer, storm sewer, water; or
    - (vii) 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, the Owner may charge the Tenant the Owner's cost, if any, of:

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
  - (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the building), by or on behalf of the Tenant;
  - (x) security and fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any), provided that such charges are the same as payable by other residential occupants of the Development; and
- (e) 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 section 1.1(1) 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; or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for paragraph (e)(ii), above [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(1) of this Agreement*], the notice of termination will provide that the termination of the tenancy will be effective 30 days following the date of the notice of termination. In respect to paragraph (e)(ii), above, termination will be effective on the day that is six months following the date that the Owner provided the notice of termination to the Tenant;

- (f) 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

- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 The Owner will not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement. This requirement will not lessen the Owner's obligations under this Agreement, or be deemed a delegation of the Owner's obligations under this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, then the Owner will use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit, as applicable, 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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,

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

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

## **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as affordable rental accommodation, imposes age-based restrictions on Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect.
- 5.3 No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as affordable rental accommodation in accordance with this Agreement.
- 5.4 No strata corporation will 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 the strata corporation contrary to section 3.6(d).
- 5.5 No strata corporation will 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 contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy 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.
- 5.6 The strata corporation will not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the same strata plan as the Affordable Housing Unit.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

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*Housing Agreement (Section 483 Local Government Act)  
Address: 5591, 5631, 5651 and 5671 No. 3 Road  
Application No. RZ 17-779262 Bylaw 9860  
Rezoning Consideration No. 16*

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

then the Owner will pay the Daily Amount 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 and the period within which the breach must be cured.

For greater certainty:

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

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

- (f) 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 Housing Covenant will also constitute a default under this Agreement.



## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the index of the common property of the strata corporation stored in the LTO and on title to all strata lots in the Development (including Affordable Housing Units and non-Affordable Housing Units);
- (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;
- (d) if the Lands are Subdivided pursuant to the *Land Title Act* (including standard and air space parcels), this Agreement will secure only the legal parcels which contain the Affordable Housing Units. The City will partially discharge this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
  - (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5 and Section 7.6.

Notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended;

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots in the legal parcel in which the Affordable Housing Units are

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 5591, 5631, 5651 and 5671 No. 3 Road*  
*Application No. RZ 17-779262 Bylaw 9860*  
*Rezoning Consideration No. 16*

situated (including Affordable Housing Units and non-Affordable Housing Units); and

- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

## 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

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 will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. At the request of the City, the Owner will, at the Owner's expense, hire a person or company with the skill and expertise to manage the Affordable Housing Units.

## 7.5 Indemnity

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

- (a) 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.

#### **7.6 Release**

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City 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 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 City's Powers Unaffected**

This Agreement does not:

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

**7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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.

**7.13 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 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 will, 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 will 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 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.

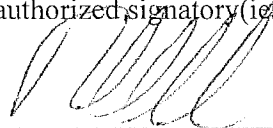
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**LUXE RICHMOND DEVELOPMENT LIMITED PARTNERSHIP,**

by its general partner

**LUXE RICHMOND DEVELOPMENT GP LTD.,**

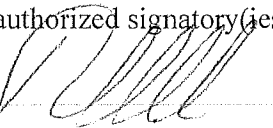
by its authorized signatory(ies):

Per:   
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**LUXE RICHMOND NOMINEE LTD.,**

by its authorized signatory(ies):

Per:   
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
Claudia Jessen, Corporate Officer

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

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*Housing Agreement (Section 483 Local Government Act)  
Address: 5591, 5631, 5651 and 5671 No. 3 Road  
Application No. RZ 17-779262 Bylaw 9860  
Rezoning Consideration No. 16*

**PLN - 71**

## Schedule A to Housing Agreement

**STATUTORY DECLARATION**  
(Affordable Housing Units)

	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the “Affordable Housing Units”) located
CANADA	)	at
	)	_____
PROVINCE OF BRITISH	)	(street address), 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. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

DECLARED BEFORE ME at )

\_\_\_\_\_ in the )

Province of British Columbia, Canada, this )

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Declarant)  
Name: )

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

## APPENDIX A (to Statutory Declaration)

### Information Table

Development Name, Address, Property Manager, Phone #, E-mail															
Unit #	Unit Type	# of Occupants	Related to Owner	# of Occupants 18 Years and Under	# of Occupants 55 Years and Over	Before-tax Employment Income (if Tenant is 18+ Years)	Other Income (if Tenant is 18+ Years)	Income Verification Received	Before-tax (gross) Income of all Tenants	Monthly Rent	Planned % Rent Increase in the Next Year	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees
1															
2															
3															
4															
5															

Document Number: 5960485 Version: 1

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 5591, 5631, 5651 and 5671 No. 3 Road*  
*Application No. RZ 17-779262 Bylaw 9860*  
*Rezoning Consideration No. 16*



**Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road)  
Bylaw No. 10057**

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: N/A

Lot 1 Section 5 Block 4 North Range 6 West New Westminster  
District Plan EPP83979

2. This Bylaw is cited as **Housing Agreement (5591, 5631, 5651 and 5671 No. 3 Road)  
Bylaw No. 10057.**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF RICHMOND
APPROVED for content by originating dept. <i>Bsn</i>
APPROVED for legality by Solicitor <i>JA</i>

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** December 4, 2019  
**From:** Kim Somerville **File:** 08-4057-05/2019-Vol  
Director, Community Social Development 01  
**Re:** **Housing Agreement Bylaw No. 10090 to Permit the City of Richmond to  
Secure Affordable Housing Units at 7811 Alderbridge Way**

### Staff Recommendation

That Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement 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 Rezoning Application RZ 17-765420.

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

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10090 to secure at least 1,593 m<sup>2</sup> (17,147 ft<sup>2</sup>) or 21 affordable housing units in the proposed development located at 7811 Alderbridge Way (Attachment 1).

This report and bylaw supports Council's Strategic Plan 2018-2022 Strategic Focus Area #4 An Active and Thriving Richmond:

*An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.*

This report and bylaw supports Council's Strategic Plan 2018-2022 Strategic Focus Area #6 Strategic and Well-Planned Growth:

*Leadership in effective and sustainable growth that supports Richmond's physical and social needs.*

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

*Strategic Direction #1: Expand Housing Choices*

This report and bylaw are also consistent with the Richmond 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.

Rezoning Application RZ 17-765420 was given second and third readings at the Public Hearing on July 16, 2018 for the redevelopment of 7811 Alderbridge Way. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering the five per cent affordable housing contribution rate. At the Rezoning stage, the applicant proposed 22 affordable housing units with a proposed floor area of 1,554m<sup>2</sup> (16,727ft<sup>2</sup>).

At the Development Permit stage (DP 18-841057), staff recommended that the applicant provide additional family-friendly units. The applicant subsequently revised the proposed unit mix and converted three of the one-bedroom units into two two-bedroom units. The resulting proposed unit mix consists of one fewer affordable housing units overall (ie. 21 units), in addition to a larger proposed floor area of 1,593m<sup>2</sup> (17,147 ft.<sup>2</sup>).

It is recommended that the proposed Housing Agreement Bylaw for the subject development (Bylaw No. 10090) be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

## Analysis

The 21 affordable housing units proposed represent approximately five per cent of the total residential floor area. Fourteen of these units will be family-friendly two and three bedroom units. All 21 units have been designed to fulfill Basic Universal Housing standards. The 21 affordable housing units will be dispersed with 15 units on levels one through five in Building 5 and six units on levels two through five in Building 6.

The subject development application involves the development of approximately 368 residential units including 21 affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
1-BR	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	7
2-BR	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	9
3-BR	91m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	5
<b>TOTAL</b>	<b>1,593m<sup>2</sup> (17,147 ft<sup>2</sup>)</b>	<b>Varies</b>	<b>Varies</b>	<b>21</b>

\*To be adjusted annually based on the terms of the Housing Agreement.

The 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.

In addition, the Agreement restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units. The Agreement specifies that occupants of the affordable rental housing units shall have unlimited access to all required residential indoor and outdoor amenity spaces as well as all required affordable housing parking spaces and associated shared facilities (e.g. visitor parking, bike storage, bike maintenance and loading) in the development. Affordable housing tenants will also not be charged any additional costs (i.e. move in/move out or parking fees). In order to ensure that the Owner is managing the affordable housing units according to the terms outlined in the Housing Agreement, the Agreement permits the City to conduct a regular statutory declaration process.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to secure the 21 affordable rental units.

## Financial Impact

None.

## Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 10090 is required to permit the City to enter into a Housing Agreement. Together with the Housing Covenant, this will act to secure 21 affordable rental units that are proposed in association with Rezoning Application RZ 17-765420.

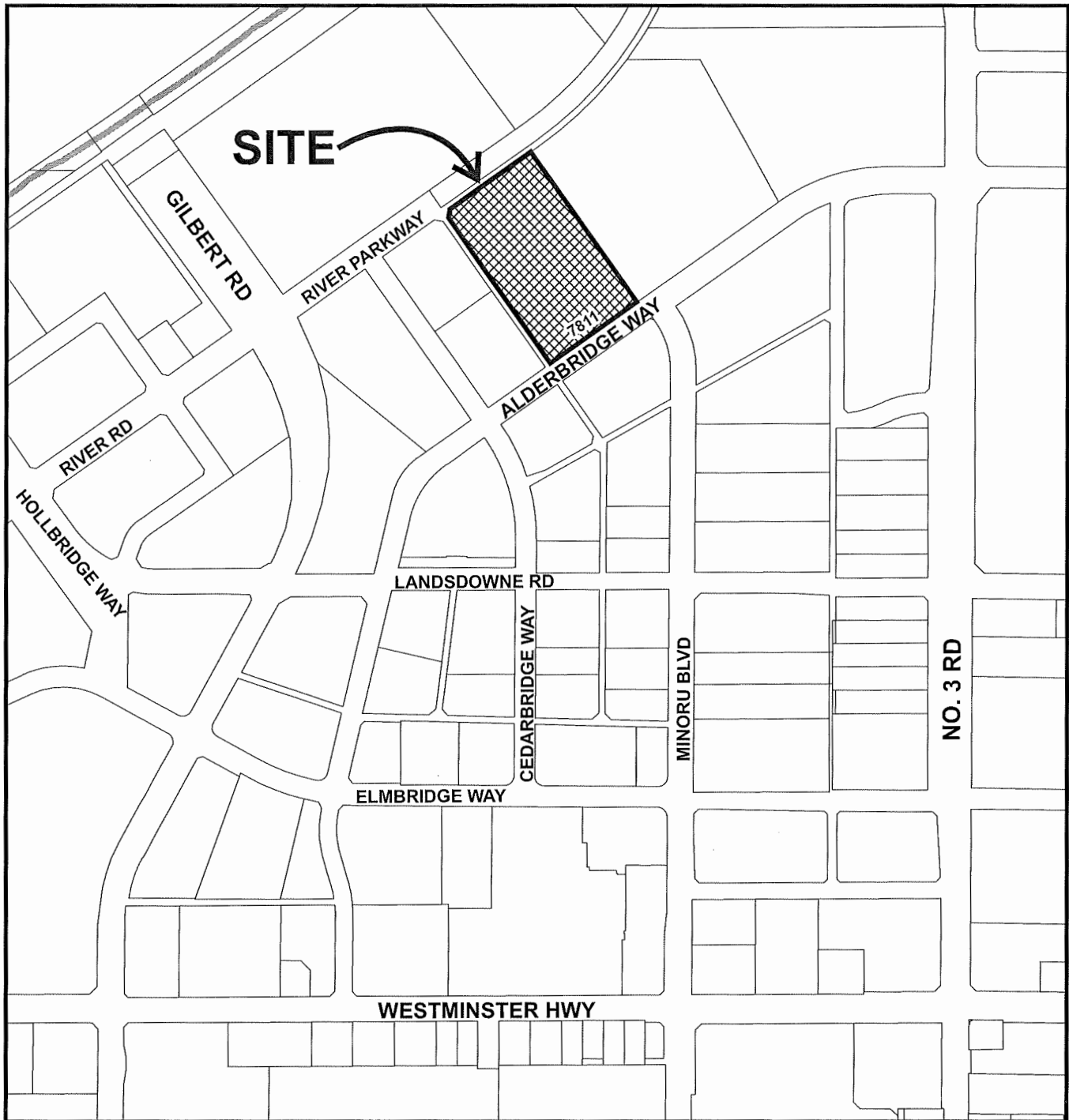


Cody Spencer  
Program Manager, Affordable Housing  
(604-247-4916)

Att. 1: Map of 7811 Alderbridge Way



City of  
Richmond



7811 Alderbridge Way

PLN - 80

Original Date: 09/04/19

Revision Date:

Note: Dimensions are in METRES



Schedule A

To Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090

HOUSING AGREEMENT BETWEEN ONNI 7811 ALDERBRIDGE HOLDING CORP. AND  
THE CITY OF RICHMOND

**HOUSING AGREEMENT – AFFORDABLE HOUSING**  
**(Section 483 Local Government Act)**

**THIS AGREEMENT** is dated for reference December 10, 2019,

**AMONG:**

**ONNI 7811 ALDERBRIDGE DEVELOPMENT LIMITED PARTNERSHIP**, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at Suite 200 – 1010 Seymour Street, Vancouver British Columbia, V6B 3M6, by its general partner **ONNI DEVELOPMENT (7811 ALDERBRIDGE) CORP.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 200 – 1010 Seymour Street, Vancouver British Columbia, V6B 3M6

(the “**Beneficiary**”)

**AND:**

**ONNI 7811 ALDERBRIDGE HOLDING CORP.**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 200 – 1010 Seymour Street, Vancouver British Columbia, V6B 3M6

(the “**Nominee**”)

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

**AND:**

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

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

**WHEREAS:**

- A. Section 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

{00572037; 8 }

*Housing Agreement (Section 483 Local Government Act)*

*7811 Alderbridge Way*

*Application No. RZ 17-765420, Bylaw 9867*

*Rezoning Consideration No. 17*

housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

- B. The Beneficiary is the only beneficial owner of the Lands and the Nominee is the registered owner of the Lands; and
- C. The Owner and the City wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing 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 updated, 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 and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (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

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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 will be final and conclusive;

- (i) **“Development”** means the mixed-use residential, office 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) **“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;
- (l) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
  - (i) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (ii) in respect to a two-bedroom unit, \$46,800.00 or less; and
  - (iii) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above will be adjusted annually on January 1<sup>st</sup> 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 set-out above for the subsequent year will 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 will be final and conclusive;

- (m) **“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
- (n) **“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;

- (o) **"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;
- (p) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- "Lands"** means the lands and premises legally described as follows PID: NPA, Lot 1, Section 5, Block 4, North Range 6 West and Section 32, Block 5, North Range 6 West, Plan EPP91427, including a building or a portion of a building, into which said lands are Subdivided;
- (r) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **"LTO"** means the New Westminster Land Title Office or its successor;
- (t) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (u) **"Permitted Rent"** means no greater than:
  - (i) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (ii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iii) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above will be adjusted annually on January 1<sup>st</sup> 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 set-out above for the subsequent year will 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 will be final and conclusive;

- (v) **“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;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (x) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (y) **“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*;
- (z) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (aa) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;

- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## ARTICLE 2

### USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant 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 will, 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 (or in the case of a corporate owner the director, officer or authorized signatory of 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 will provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if the City reasonably 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 unless the Development Permit includes the Affordable Housing Units;
- (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
- (c) request final inspection permitting occupancy, nor occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to carry out the final inspection permitting occupancy, or to permit occupancy of any Dwelling Unit or building constructed on the Lands, until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
  - (ii) the Affordable 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.

If and to the extent that the Housing Covenant contemplates staged construction and occupancy of the Affordable Housing Units, the Housing Covenant will govern.

### ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one building;

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*Housing Agreement (Section 483 Local Government Act)  
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Rezoning Consideration No. 17*



- (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purposes of this Agreement; and
- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

“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 gross annual income from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under; and
- (iv) number of occupants of the Affordable Housing Unit 55 years of age and over.”

- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 If the Owner sells or transfers the Affordable Housing Units (pursuant to section 3.3), the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.

3.6 The Owner will 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:

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- (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 on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Affordable Housing Unit, including guest suites;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees,
  - (ii) strata fees,
  - (iii) strata property contingency reserve fees;
  - (iv) any fees and charges for the use of parking spaces assigned for the exclusive use of the Affordable Housing Unit;
  - (v) any fees and charges for the use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation guest suites (except as set out in paragraph (x), below), parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (vi) any fees and charge for the use of sanitary sewer, storm sewer, water; or
  - (vii) 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, the Owner may charge the Tenant the Owner's cost, if any, of:

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
- (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the building), by or on behalf of the Tenant; and

- (x) security and fees for the use of guest suites (if any), provided that such charges are the same as payable by other residential occupants of the building in which the Affordable Housing Units are located;
- (e) 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 section 1.1(l) 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; or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for paragraph (e)(ii), above [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement*], the notice of termination will provide that the termination of the tenancy will be effective two months following the date of the notice of termination. In respect to paragraph (e)(ii), above, termination will be effective on the day that is six months following the date that the Owner provided the notice of termination to the Tenant;

- (f) 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
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.7 The Owner will not impose any age-based restrictions on Tenants of Affordable Housing Units.

- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement. This requirement will not lessen the Owner's obligations under this Agreement, or be deemed a delegation of the Owner's obligations under this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, then the Owner will use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit, as applicable, 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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

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

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restrictions on Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect.

- 5.3 No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as affordable rental accommodation in accordance with this Agreement.
- 5.4 No strata corporation will 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 the strata corporation contrary to section 3.6(d).
- 5.5 No strata corporation will 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 contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy 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.
- 5.6 The strata corporation will not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the same strata plan as the Affordable Housing Unit.

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
  - (a) an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent; or
  - (b) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars

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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 Housing Covenant will also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the index of the common property of the strata corporation stored in the LTO and on title to all strata lots in the Development (including Affordable Housing Units and non-Affordable Housing Units);
- (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;
- (d) if the Lands are Subdivided pursuant to the *Land Title Act* (including standard and air space parcels), this Agreement will secure only the legal parcels which contain the Affordable Housing Units. The City will partially discharge this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
  - (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

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Notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended;

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots which are Affordable Housing Units; and
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

## 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

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 will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. At the request of the City, the Owner will, at the Owner's expense, hire a person or company with the skill and expertise to manage the Affordable Housing Units.

## 7.5 Indemnity

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

- (a) 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.

#### **7.6 Release**

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City 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 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 City's Powers Unaffected**

This Agreement does not:

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

#### **7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

#### **7.11 No Public Law Duty**

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

#### **7.12 Notice**

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

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

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.

**7.13 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 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 will, 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 will be joint and several.


**7.23 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner

is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

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

**ONNI 7811 ALDERBRIDGE DEVELOPMENT LIMITED PARTNERSHIP,**  
by its general partner  
**ONNI DEVELOPMENT (7811 ALDERBRIDGE) CORP.,**  
by its authorized signatory(ies):

Per:   
Name: **Rossano De Cotiis**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**ONNI 7811 ALDERBRIDGE HOLDING CORP.,**  
by its authorized signatory(ies):

Per:   
Name: **Rossano De Cotiis**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

[signature block by City of Richmond follows]  
**CITY OF RICHMOND**  
by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

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

**Schedule A to Housing Agreement**

**STATUTORY DECLARATION**

**(Affordable Housing Units)**

	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the "Affordable Housing Units") located
CANADA	)	at
	)	_____
PROVINCE OF BRITISH	)	(street address), 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. To the best of my knowledge, 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

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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:

## PLN - 102

**APPENDIX A (to Statutory Declaration)**  
**Information Table**

Development Name, Address, Property Manager, Phone #, E-mail																
	Unit #	Unit Type	# of Occupants	Related to Owner	# of Occupants 18 Years and Under	# of Occupants 55 Years and Over	Before-Tax Employment Income (if Tenant is 18+ Years)	Other Income (if Tenant is 18+ Years)	Income Verification Received	Before-Tax (Gross) Income of all Tenants	Monthly Rent	Planned % Rent Increase in the Next Year	Parking Fees	Move-In/Move-out Fees	Storage Fees	Amenity Usage Fees
1																
2																
3																
4																
5																

Document Number: 5950485 Version: 1

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**PLN - 103**



# City of Richmond

## Bylaw 10090

### Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090

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: NPA                      Lot 1, Section 5, Block 4, North Range 6 West and Section 32,  
Block 5, North Range 6 West, Plan EPP91427

2. This Bylaw is cited as **Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090.**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

_____
_____
_____
_____

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER