



**Planning Committee**

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

**Tuesday, October 2, 2018  
4:00 p.m.**

Pg. #      ITEM

MINUTES

**PLN-4**

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on September 18, 2018.*



NEXT COMMITTEE MEETING DATE

October 16, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9910 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 8091 CAPSTAN WAY (0892691 B.C. LTD. – MINGLIAN)**  
(File Ref. No. 12-8060-20-009910; 08-4057-05) (REDMS No. 5928720 v. 5)

**PLN-9**

**See Page PLN-9 for full report**

*Designated Speaker: Monica Bennington*

STAFF RECOMMENDATION

*That Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910 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 the Rezoning Application RZ 15-699647.*



2. **HOUSING AGREEMENT BYLAW NO. 9933 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 7960 ALDERBRIDGE WAY AND 5333 AND 5411 NO. 3 ROAD (0989705 B.C. LTD.)**

(File Ref. No. 12-8060-20-00933; RZ 15-692485) (REDMS No. 5973683 v. 4)

PLN-36

See Page PLN-36 for full report

*Designated Speaker: Monica Bennington*

STAFF RECOMMENDATION

*That Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No. 9933 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with 0989705 B.C. Ltd. 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 and Market Rental Units required by the Rezoning Application RZ 15-692485.*



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY MELISSA BALBACK FOR REZONING AT 3440/3460 BLUNDELL ROAD FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-00930; RZ 18-821823) (REDMS No. 5967838)

PLN-65

See Page PLN-65 for full report

*Designated Speakers: Wayne Craig and Natalie Cho*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9930, for the rezoning of 3440/3460 Blundell Road from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)”, be introduced and given first reading.*



4. **PROPOSED OFFICIAL COMMUNITY PLAN/CITY CENTRE AREA PLAN AMENDMENT, LANSDOWNE SHOPPING CENTRE MASTER LAND USE PLAN – PUBLIC CONSULTATION SUMMARY AND REQUEST TO ENDORSE THE CONCEPT MASTER LAND USE PLAN**

(File Ref. No. CP 15-717017) (REDMS No. 5909756 v. 11)

**PLN-79**

**See Page PLN-79 for full report**

*Designated Speakers: Wayne Craig and Diana Nikolic*

STAFF RECOMMENDATION

*That the Concept Master Land Use Plan be endorsed to proceed toward finalizing the Master Land Use Plan and Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments, and developing an Implementation Strategy.*



5. **MANAGER’S REPORT**

ADJOURNMENT





## Planning Committee

Date: Tuesday, September 18, 2018

Place: Anderson Room  
Richmond City Hall

Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Chak Au  
Councillor Alexa Loo

Absent: Councillor Harold Steves

Also Present: Councillor Carol Day

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on September 5, 2018, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

October 2, 2018, (tentative date) at 4:00 p.m. in the Anderson Room



**PLANNING AND DEVELOPMENT DIVISION**

**1. APPLICATION BY GBL ARCHITECTS FOR AN OFFICIAL COMMUNITY PLAN (CITY CENTRE AREA PLAN) AMENDMENT AT 6551 NO. 3 ROAD (CF RICHMOND CENTRE SOUTH)**

(File Ref. No. 12-8060-20-009892; CP 16-752923) (REDMS No. 5866800)

Suzanne Carter-Huffman, Planner 3, reviewed the application highlighting the following:

- public consultation took place on May 2018 and included a public display within the mall, two public open houses, Let's Talk Richmond and mail notification;
- additional public feedback will be received during the Public Hearing process;
- proposed road network extensions and improvements include the extension of Park Road and a new road connecting Minoru Boulevard and No. 3 Road;
- public access through the site to the Canada Line is proposed;
- off-street cycling paths, multi-use pathways, and multi-modal mobility hubs incorporating pedestrian and transportation features are proposed;
- the proposed development will include 150 affordable housing units with a family-friendly unit mix;
- the proposed development will include utility upgrades and a District Energy Utility plant that will be transferred to the City in the future; and
- it is anticipated that phase one of the proposed project will be completed in 2022 and phase two will be completed in 2025.

Discussion ensued with regard to (i) the potential to increase road capacity in the area, (ii) the proposed amount of retail space, and (iii) traffic management during the construction phase.

In reply to queries from Committee, staff noted that the proposed on-site park space will be available for public use and will have opportunities for recreational programming. Also, it was noted that construction vehicles can be accommodated on-site during the construction phase.

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It was moved and seconded

**(1) That Official Community Plan Amendment Bylaw 9892, including:**

- (a) in Schedule 1 of Official Community Plan Bylaw 9000, to redesignate a portion of 6551 No. 3 Road from “Downtown Mixed Use” to “Park” in Attachment 1; and;**
- (b) in Schedule 2.10 (City Centre Area Plan) of Official Community Plan 7100, to:**
  - (i) amend the existing land use designation in the Generalized Land Use Map (2031), Specific Land Use Plan: Brighthouse Village (2031), and reference maps throughout the Plan to change the locations of roads, park, pedestrian-oriented retail precincts, pedestrian linkages, greenways, bike routes, and related features specific to 6551 No. 3 Road;**
  - (ii) add a new policy encouraging multi-modal mobility hubs in the City Centre;**
  - (iii) add new Development Permit Guidelines specific to 6551 No. 3 Road; and**
  - (iv) make related minor map, text, page numbering, and table of contents amendments to the City Centre Area Plan;**

**be introduced and given first reading;**

**(2) That Bylaw 9892, having been considered in conjunction with:**

- (a) the City’s Financial Plan and Capital Program; and**
- (b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**

**is hereby found to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act.**

**CARRIED**

**2. 2019-2023 YVR NOISE MANAGEMENT PLAN - CITY OF RICHMOND COMMENTS**

(File Ref. No. 01-0153-04-01) (REDMS No. 5913603 v. 6)

In reply to queries from Committee, Barry Konkin, Manager, Policy Planning, noted that the City will provide comments as part of YVR’s consultation process and that the proposed YVR Noise Management Plan focuses primarily on the existing runway configuration.

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It was moved and seconded

- (1) *That the staff comments contained in the report titled “2019-2023 YVR Noise Management Plan - City of Richmond Comments” form the basis of the City’s response to the Vancouver Airport Authority regarding its preparation of the 2019-2023 YVR Noise Management Plan;*
- (2) *That a copy of this report be forwarded to Vancouver Airport Authority for its consideration in the preparation of the draft 2019-2023 YVR Noise Management Plan; and*
- (3) *That staff be directed to request a copy of the final YVR Noise Management Plan and provide the Plan to Council for information.*

**CARRIED**

The Chair advised that Senior’s Housing will be considered as Item No. 2A.

**2A. SENIOR’S HOUSING**

(File Ref. No.)

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

It was moved and seconded

*That staff review senior’s housing in the city with regard to:*

- (1) *examining areas of the city suitable for senior’s housing;*
- (2) *setting principles to establish and encourage development of senior’s housing;*
- (3) *examining potential City contributions to support senior’s housing; and*
- (4) *examining partnerships with community groups; and report back.*

**CARRIED**

**3. MANAGER’S REPORT**

None.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:30 p.m.).*

**CARRIED**

**Planning Committee**  
**Tuesday, September 18, 2018**

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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, September 18, 2018.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** September 14, 2018  
**From:** Kim Somerville  
Manager, Community Social Development **File:** 08-4057-05/2018-Vol  
01  
**Re:** **Housing Agreement Bylaw No. 9910 to Permit the City of Richmond to Secure Affordable Housing Units at 8091 Capstan Way (0892691 B.C. Ltd. – Minglian)**

### Staff Recommendation

That Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910 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 the Rezoning Application RZ 15-699647.

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

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law Development Applications	<input checked="" type="checkbox"/> <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 Council adopt Housing Agreement Bylaw No. 9910 (Attachment 1) to secure 590 m<sup>2</sup> (6,349 ft<sup>2</sup>) or nine affordable rental housing units in the proposed development located at 8091 Capstan Way (Attachment 2).

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

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

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

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

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

*Strategic Direction #1: Expand Housing Choices*

As well, this report and bylaw are 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. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering of the five percent affordable housing contribution rate. This rezoning introduces the development of 136 residential units as well as commercial space (RZ 15-699647).

An agreement was reached where 0892691 BC Ltd - Minglian would register the City's standard Affordable Housing Agreement to secure nine affordable rental housing units, clustered within the residential building.

Rezoning Application RZ 15-699647 was given second and third readings at the Public Hearing on July 17, 2017 for the redevelopment of 8091 Capstan Way. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures nine affordable rental housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9910) is presented as attached. It is recommended that the Bylaw 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 subject development application involves a development consisting of approximately 136 residential units, including nine affordable rental housing units. The affordable rental housing units anticipated to be delivered are as follows:

	Affordable Housing Strategy Requirements			Project Targets (2)
	Min. Permitted Unit Area	Max. Monthly Unit Rent (1)	Total Max. Household Income (1)	# of Units
1-BR	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	6
2-BR	80 m <sup>2</sup> (860 ft <sup>2</sup> )	\$1,162	\$46,850 or less	2
3-BR	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	1
<b>TOTAL</b>	<b>590 m<sup>2</sup> (6,349 ft<sup>2</sup>)</b>	<b>N/A</b>	<b>N/A</b>	<b>9</b>

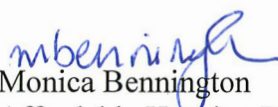
The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e., parking) and will not be charged additional costs (i.e., move in/move out fees), which the owner is required pursuant to the Development Permit or any agreement with the City to make available to the tenant or permitted occupant of the affordable housing unit. The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the nine affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9910 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure nine affordable rental housing units that are proposed in association with Rezoning Application RZ 15-699647.

  
 Monica Bennington  
 Affordable Housing Planner  
 (604-247-4946)

Att. 1: Bylaw No. 9910, Schedule A  
 2: Map of Subject Property



**Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910**

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: 004-231-643      Lot 41 except: Parcel B (Bylaw Plan 73014), Section 28, Block 5  
North, Range 6 West, New Westminster District Plan 27115

This Bylaw is cited as “**Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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



Schedule A

To Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910

HOUSING AGREEMENT BETWEEN MINGLIAN AND THE CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference \_\_\_\_\_, 2018,

**BETWEEN:**

**0892691 B.C. LTD. (INC. NO. BC0892691)**, a corporation pursuant to the *Business Corporations Act* and having an address at 107-8898 Heather Street, Vancouver, British Columbia, V6P 3S8

(the “**Owner**”)

**AND:**

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

(the “**City**”)

**WHEREAS:**

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City 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) **“Commercial Users”** means the owners, tenants and employees of, and visitors and guests to, businesses and non-residential spaces located on the Lands (including, without limitation, the hotel to be constructed on the Lands as part of the Development), including employees and/or contractors working for the benefit of the Affordable Housing Units, but excluding businesses carried out within a Dwelling Unit, and excluding residents or occupants of Dwelling Units or Affordable Housing Units;
- (g) **“CPI”** means the All-Items Consumer Price Index for Canada 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, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this

Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

- (i) **“Development”** means the two-tower, high-density, mixed-use residential and commercial development to be constructed on the Lands;
- (j) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (l) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (m) **“Eligible Tenant”** means a Family having a cumulative annual income of:
  - (i) in respect to a bachelor unit, \$34,650 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250 or less;
  - (iii) in respect to a two-bedroom unit, \$46,500 or less; or
  - (iv) in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 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 shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (n) **“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
- (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, dated for reference \_\_\_\_\_, 2018, and registered under number CA \_\_\_\_\_, as it may be amended or replaced from time to time;
- (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 Lot A Section 28 Block 5 North, Range 6 West New Westminster District Plan EPP \_\_\_\_\_;
- (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) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (v) **“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;
- (w) **“Permitted Rent”** means no greater than:
  - (i) \$811.00 a month for a bachelor unit;
  - (ii) \$975.00 a month for a one-bedroom unit;
  - (iii) \$1,162.00 a month for a two-bedroom unit; and
  - (iv) \$1,480.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 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 shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (x) **“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;
- (y) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (z) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (aa) **“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*;
- (bb) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (cc) **“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. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already

provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit (except for parking) unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit (except for parking) 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 (except for parking), 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 (except for parking) 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.

### **ARTICLE 3**

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

- 3.1 The Owner may sub-contract the operation and management of the Affordable Housing Units to a qualified and reputable non-profit provider of affordable housing, provided that any such subcontract and non-profit affordable housing provider is pre-approved by the Manager, Community Social Development or other authorised City personnel, in their sole discretion.
- 3.2 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be



subleased or assigned, except where the Owner believes, acting reasonably, that refusing to consent to a sublease or assignment would be a breach of its obligations under the *Residential Tenancy Act* (British Columbia), and provided such sublease or assignment is to an Eligible Tenant.

- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than nine (9) Affordable Housing Units 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 nine (9) Affordable Housing Units.
- 3.4 If the Owner sells or transfers one (1) or more Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
  - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will allow the Tenant of an Affordable Housing Unit 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 for use by, and on the same terms and conditions as, the owners, tenants or other permitted occupants of all strata lots which are not Affordable Housing Units and that are located in the strata plan for the Dwelling Units (which, for certainty, excludes all facilities and amenities reserved for the exclusive use of the Commercial Users), all in accordance with the bylaws and rules and regulations of the applicable strata corporation, provided that such bylaws and rules and regulations of the applicable strata corporation do not conflict with Article 5 of this Agreement;
  - (d) the Owner will not require the Tenant or any permitted occupant of an Affordable Housing Unit to pay any:
    - (i) move-in/move-out fees, strata fees, strata property contingency reserve fees; or
    - (ii) extra charges or fees for:
      - (A) 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, which the Owner is required pursuant to the Development Permit or any agreement with the City to make available to the Tenant or permitted occupants of an Affordable Housing Unit (for greater certainty, whether on an exclusive or shared basis); or

(B) sanitary sewer, storm sewer, water, other utilities, property or similar tax,

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(m) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, without the prior written consent of the Owner,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises*

*above amount prescribed in section 1.1(m) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

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

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

4.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

an Affordable Housing Unit in accordance with this Agreement.

## **ARTICLE 5 STRATA CORPORATION BYLAWS**

- 5.1 Subject to discharge in accordance with Section 7.1(c), this Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that the Strata Corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common 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, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## **ARTICLE 6**

## DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided (including, for greater certainty, by way of air space subdivision), to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges

and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

**7.2 No Compensation**

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

**7.3 Modification**

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

**7.4 Management**

The Owner covenants and agrees that it will furnish good and efficient management of the 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. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the 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, but only, for greater certainty, to the extent such obligations arose prior to such termination or discharge.

#### 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 shall, to the extent necessary to resolve such conflict, prevail.

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

Subject to discharge in accordance with Section 7.1(c), this Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of

this Agreement, acquire an interest in the Lands.

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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


**7.24 Limitation on Owner's Obligations**

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

**0892691 B.C. LTD. (INC. NO. BC0892691)**

by its authorized signatory(ies):

Per: 

Name: Frank Gu

Per: 

Name: Frank Gu

**CITY OF RICHMOND**

by its authorized signatory(ies):

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

Malcolm D. Brodie, Mayor

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

David Weber, Corporate Officer

<b>CITY OF RICHMOND</b>
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

**Appendix A to Housing Agreement**

**STATUTORY DECLARATION**

<b>CANADA</b>	)	<b>IN THE MATTER OF A</b>
	)	<b>HOUSING AGREEMENT WITH</b>
<b>PROVINCE OF BRITISH COLUMBIA</b>	)	<b>THE CITY OF RICHMOND</b>
	)	<b>("Housing Agreement")</b>

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$\_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that

the Owner has complied with the Owner's obligations under the Housing Agreement.

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

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

## A Commissioner for Taking Affidavits in the Province of British Columbia

DECLARANT

# **PRIORITY AGREEMENT**

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (and any related extensions thereof):

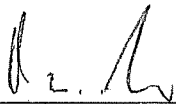
- (i) Mortgage CA3478462, and
- (ii) Assignment of Rents CA3478463

registered in the Land Title Office (together, the "**Bank Charges**") against title to the Lands (as further defined and legally described in the agreement to which this priority agreement is attached).

The Chargeholder, being the holder of the Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon the Lands over the Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Charges and prior to the advance of any monies pursuant to the Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

**INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)**

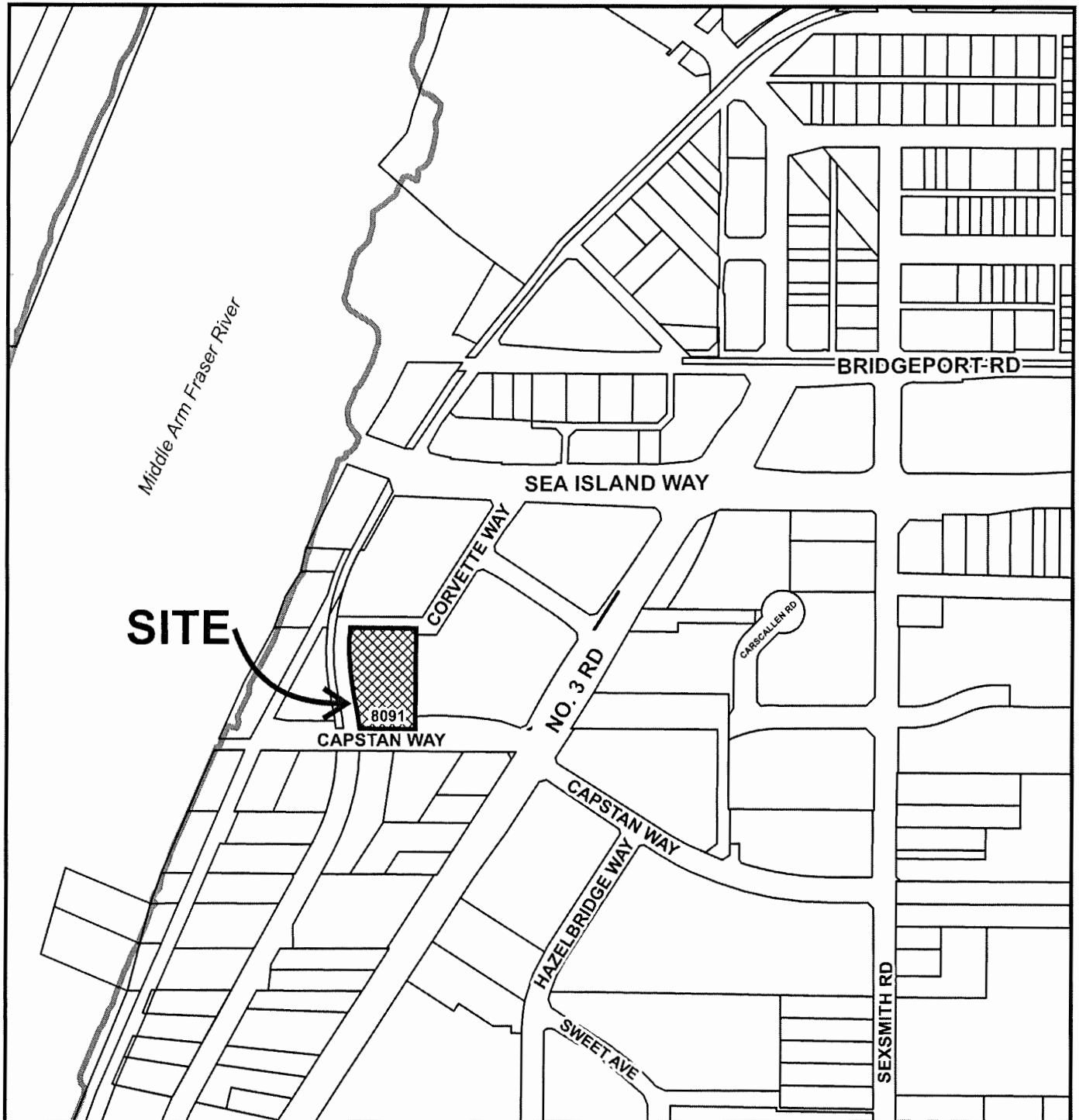
by its authorized signatory(ies):

Per:   
Name: Ping K. Chan

Per:   
Name: Grace Gao



City of  
Richmond



8091 Capstan Way

Original Date: 08/08/18

Revision Date:

Note: Dimensions are in METRES

PLN - 35



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** September 19, 2018  
**From:** Kim Somerville  
Manager, Community Social Development **File:** RZ 15-692485  
**Re:** Housing Agreement Bylaw No. 9933 to Permit the City of Richmond to Secure Affordable Housing Units located at 7960 Alderbridge Way and 5333 and 5411 No. 3 Road (0989705 B.C. Ltd.)

### Staff Recommendation

That Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No. 9933 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with 0989705 B.C. Ltd. 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 and Market Rental Units required by the Rezoning Application RZ 15-692485.

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

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law Development Applications Policy Planning	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <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 Council adopt Housing Agreement Bylaw No. 9933 (Attachment 1) that secures 38 affordable housing units consisting of a minimum of 2,759 m<sup>2</sup> (29,701 ft<sup>2</sup>) and 115 market rental units consisting of a minimum of 8,670 m<sup>2</sup> (93,323 ft<sup>2</sup>) in the proposed development located at 7960 Alderbridge Way and 5333 & 5411 No. 3 Road (Attachment 2).

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

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

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

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

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

*Strategic Direction #1: Expand Housing Choices*

As well, this report and bylaw are 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. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering of the five percent affordable housing contribution rate.

On July 16, 2018, Council gave second and third reading to the Rezoning Application RZ 15-692485 for the redevelopment of 7960 Alderbridge Way and 5333 & 5411 No. 3 Road. The rezoning proposed the development of approximately 824 residential units of which 38 units, with a minimum total floor area of 2,698 m<sup>2</sup>, would be secured as affordable housing rental units and approximately 112 units, with a minimum of total floor area of approximately 8,488 m<sup>2</sup>, would be secured as market rental units. As a result of design development through the Development Permit Application process, the amount of area for the affordable housing units increased from 2,698 m<sup>2</sup> at rezoning to 2,759 m<sup>2</sup>, while the unit count stayed the same. The amount of area for market rental units increased from 8,488 m<sup>2</sup> at rezoning to 8,670 m<sup>2</sup> and the unit count increased from 112 to 115.

The registration of a Housing Agreement and Covenant are conditions of the Rezoning Application to secure the 38 affordable rental housing units and the 115 market rental units in perpetuity.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9933) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### **Analysis**

The subject development application involves a development consisting of approximately 822 residential units, including 38 affordable rental housing units and 115 market rental units.

#### **Affordable Rental Units**

The 38 affordable rental housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Unit Mix	
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	% of Units	# of Units
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	42%	16
2-Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	29%	11
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480	\$58,050 or less	29%	11
<b>TOTAL</b>	<b>2,759 m<sup>2</sup> (29,701 ft<sup>2</sup>)</b>	<b>Varies</b>	<b>Varies</b>	<b>100%</b>	<b>38</b>

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

The Housing Agreement restricts the annual household incomes and maximum rents, as established by the City's Affordable Housing Strategy, in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking) and will not be charged additional costs (i.e. move in/move out fees).

#### **Market Rental Units**

The Housing Agreement also secures the tenure of 115 market rental units in perpetuity. Unlike the affordable rental housing units, the Housing Agreement does not restrict the annual household income or maximum rents of the market rental units. Occupants will have access to all on-site outdoor amenities and inside amenities located within their building for the exclusive use of the market rental tenants. Occupants may be charged for parking and additional fees (i.e. move in/move out fees). These units are anticipated to be delivered as follows:

Unit Type	Affordable Housing Strategy Requirements			Unit Mix	
	Min. Permitted Unit Area	Max. Monthly Unit Rent	Total Max. Household Income	% of Units	# of Units
1-Bedroom	N/A	N/A	N/A	42%	48
2-Bedroom	N/A	N/A	N/A	38%	44
3-Bedroom	N/A	N/A	N/A	20%	23
<b>TOTAL</b>	<b>8,670m<sup>2</sup> (93,323 ft<sup>2</sup>)</b>	<b>N/A</b>	<b>N/A</b>	<b>100%</b>	<b>115</b>

The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 38 affordable rental housing units and 115 market rental units in perpetuity.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9933 is required to permit the City to enter into a Housing Agreement, which together with a housing covenant will act to secure 38 affordable rental housing units and 115 market rental units that are proposed in association with Rezoning Application RZ 15-692485.



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

Att. 1: Bylaw No. 9933, Schedule A

Att. 2: Map of Subject Property



**Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3  
Road) Bylaw No. 9933**

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: 003-582-663      Lot 79 Section 5 Block 4 North Range 6 West New Westminster  
District Plan NWP37118

PID: 003-583-902      Lot 80 Section 5 Block 4 North Range 6 West New Westminster  
District Plan NWP 37118

PID: 003-587-100      Lot 46 Section 5 Block 4 North Range 6 West New Westminster  
District Plan NWP34468

This Bylaw is cited as **“Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No.  
3 Road) Bylaw No. 9933**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

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

Schedule A

To Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No.  
9933

HOUSING AGREEMENT BETWEEN 0989705 B.C. LTD. AND THE CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference \_\_\_\_\_, 2018,

**AMONG:**

**ALDERBRIDGE WAY LIMITED PARTNERSHIP**, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at 2000 – 250 Howe Street, Vancouver BC V6C 3R6, by its general partner **ALDERBRIDGE WAY GP LTD.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at 2000 – 250 Howe Street, Vancouver BC V6C 3R6

(the “Beneficiary”)

**AND:**

**0989705 B.C. LTD. (INC. NO. BC0989705)**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 1600 – 925 West Georgia Street, Vancouver British Columbia V6C 3L2

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

{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)*  
*Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road*  
*Application No. RZ 15-692486*  
*Rezoning Considerations No. 20 and No. 21*

**SH**

- B. The Owner is the 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 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 Unit 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 written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21*


**SH**

- (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) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (l) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit and/or a Market Rental Housing Unit;
- (m) **“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; or
  - (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 shall 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 shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (n) **“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
- (o) **“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;

{00487794; 5 }

  
 Housing Agreement (Section 483 Local Government Act)  
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
 Application No. RZ 15-692485  
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- (p) **"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;
- (q) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (r) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (s) **"Lands"** means the lands and premises legally described as follows:
  - (i) Parcel Identifier: 003-583-902, Lot 80 Section 5 Block 4 North Range 6 West New Westminster District Plan 37118;
  - (ii) Parcel Identifier: 003-587-100, Lot 46 Section 5 Block 4 North Range 6 West New Westminster District Plan 34468; and
  - (iii) Parcel Identifier: 003-582-663, Lot 79 Section 5 Block 4 North Range 6 West New Westminster District Plan 37118,
 including a building or a portion of a building, into which said lands are Subdivided;
- (t) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (u) **"LTO"** means the New Westminster Land Title Office or its successor;
- (v) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (w) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (x) **"Market Rental 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 Unit charged by this Agreement;
- (y) **"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

{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)  
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
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Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;

(z) **“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 shall 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 shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) **“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;
- (bb) **“Rental Housing Units”** means, collectively, the Affordable Housing Units and the Market Rental Housing Units, or one or more of these Dwelling Units, as the context demands;
- (cc) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) **“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*;

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Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
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SH

- (ff) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit or a Market Rental Housing Unit; and
- (gg) “**Tenant**” means an occupant of an Affordable Housing Unit or a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

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{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
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## ARTICLE 2 USE AND OCCUPANCY OF RENTAL HOUSING UNITS

### 2.1 The Owner agrees that:

- (a) 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; and
- (b) each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, "permanent residence" means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.

### 2.2 Within 30 days after receiving notice from the City, the Owner must:

- (a) 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 Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement; and
- (b) in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Market Rental Housing Unit if, in the City's

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*Housing Agreement (Section 483 Local Government Act)*  
*Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road*  
*Application No. RZ 15-692485*  
*Rezoning Considerations No. 20 and No. 21*

**SH**

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 Rental Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Rental 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 Rental Housing Units and related uses and areas have been constructed to the satisfaction of the City;
    - (ii) the Rental Housing Units have received final building permit inspection granting occupancy; and
    - (iii) the Owner is no 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.

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

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned, except as required under the *Residential Tenancy Act*.
- 3.2 Without limiting section 2.1, the Owner will not permit a Market Rental Unit or 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 (as contemplated in section 2.1).
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than nineteen (19) Affordable Housing Units 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 nineteen (19) Affordable Housing Units.

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Housing Agreement (Section 483 Local Government Act)  
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- 3.4 If this Housing Agreement encumbers more than one Market Rental Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units.
- 3.5 If the Owner sells or transfers any Rental Housing Units, 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 must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all 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) 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;
    - (v) extra charges or fees for the use of sanitary sewer, storm sewer, water; or
    - (vi) 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:

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 Housing Agreement (Section 483 Local Government Act)  
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- (vii) 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); and
  - (viii) 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;
- (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(m) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each 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(m) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to paragraph (e)(ii), above, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (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.

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 Housing Agreement (Section 483 Local Government Act)  
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
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- 3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor 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 Market Rental Housing Unit.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Rental Housing Units.
- 3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Rental Housing Unit to comply with this Agreement.
- 3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.11 If the Owner has terminated the Tenancy Agreement, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Rental Housing Unit, as applicable, to vacate the Rental Housing Unit, as applicable, or the on or before the effective date of termination.

#### ARTICLE 4 DEMOLITION OF RENTAL HOUSING UNIT

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

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

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*Housing Agreement (Section 483 Local Government Act)  
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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 or the Market Rental Housing Unit, as applicable, in accordance with this Agreement.

## ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common 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 shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities 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 shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Rental 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 applicable strata plan.

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*Housing Agreement (Section 483 Local Government Act)  
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Rezoning Considerations No. 20 and No. 21*

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## 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;
- (b) a Market Rental Housing Unit is used or occupied in breach of this Agreement; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the 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. 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 shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692483  
Rezoning Considerations No. 20 and No. 21*



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

## 7.2 No Compensation

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

## 7.3 Modification

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

## 7.4 Management

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

## 7.5 Indemnity

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

- (a) 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;

{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21



- (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 Rental Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### 7.6 Release

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

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

#### 7.7 Survival

The obligations of the Owner set out in 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:



{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)*  
*Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road*  
*Application No. RZ 15-692485*  
*Rezoning Considerations No. 20 and No. 21*

- (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 Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

#### 7.11 No Public Law Duty

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

#### 7.12 Notice

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

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



{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21*

**PLN - 57**

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 shall, to the extent necessary to resolve such conflict, prevail.

**7.17 Further Assurance**

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



{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21*

**PLN - 58**

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

[Execution blocks follow]



{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21

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

**ALDERBRIDGE WAY LIMITED PARTNERSHIP,**

by its general partner

**ALDERBRIDGE WAY GP LTD.,**

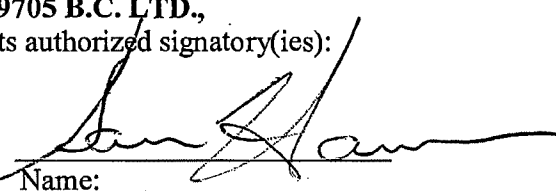
by its authorized signatory(ies):

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

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

**0989705 B.C. LTD.,**

by its authorized signatory(ies):

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

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

**CITY OF RICHMOND**

by its authorized signatory(ies):

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

Per: \_\_\_\_\_  
David Weber, Corporate Officer

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

{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21

PLN - 60



**Appendix A to Housing Agreement**

**STATUTORY DECLARATION**

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

*[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]*

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$\_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$\_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$\_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)  
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
Application No. RZ 15-692485  
Rezoning Considerations No. 20 and No. 21*



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

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

\_\_\_\_\_  
A Commissioner for Taking Affidavits in the  
Province of British Columbia

\_\_\_\_\_  
DECLARANT



{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)*  
*Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road*  
*Application No. RZ 15-692485*  
*Rezoning Considerations No. 20 and No. 21*

**PLN - 62**

**Appendix B to Housing Agreement**

**STATUTORY DECLARATION**

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

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

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

\_\_\_\_\_  
 A Commissioner for Taking Affidavits in the  
 Province of British Columbia

\_\_\_\_\_  
 DECLARANT



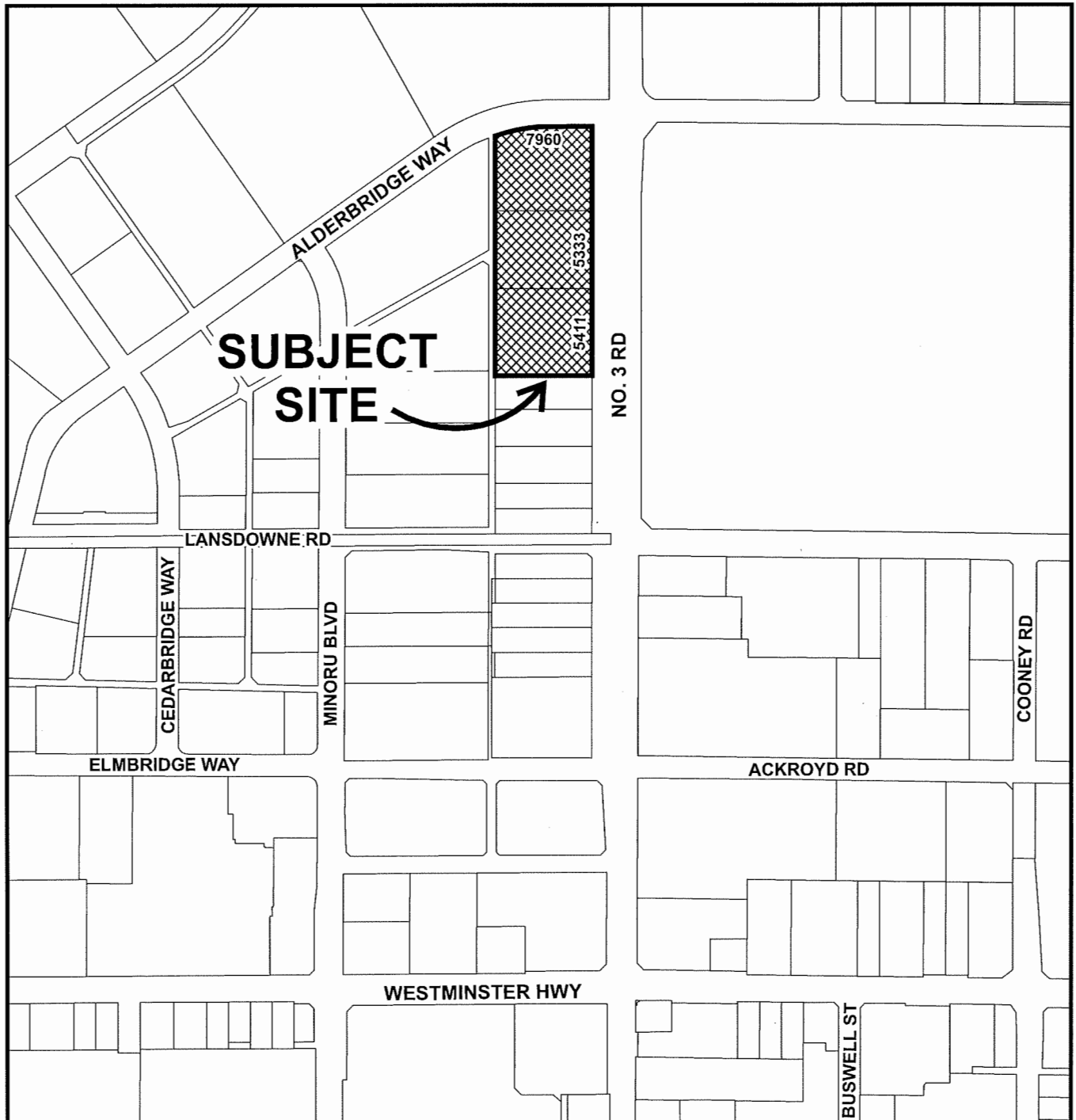
{00487794; 5 }

*Housing Agreement (Section 483 Local Government Act)*  
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road  
 Application No. RZ 15-692485  
 Rezoning Considerations No. 20 and No. 21

**PLN - 63**



City of  
Richmond



7960 Alderbridge Way and  
5333 and 5411 No. 3 Road

Original Date: 09/17/18

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** September 26, 2018  
**File:** RZ 18-821823

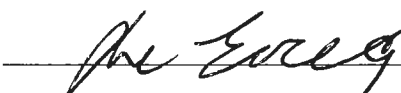
**Re:** Application by Melissa Balback for Rezoning at 3440/3460 Blundell Road from Two-Unit Dwellings (RD1) to Single Detached (RS2/B)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9930, for the rezoning of 3440/3460 Blundell Road from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
604-247-4625

WC:nc  
Att. 5

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

## **Staff Report**

### **Origin**

Melissa Balback has applied to the City of Richmond for permission to rezone 3440/3460 Blundell Road from the “Two-Unit Dwellings (RD1)” zone to the “Single Detached (RS2/B)” zone, to permit the property to be subdivided to create two single-family lots, each with a secondary suite and vehicle access from Blundell Road (Attachment 1). The proposed subdivision plan is shown in Attachment 2.

### **Findings of Fact**

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

#### Subject Site Existing Housing Profile

There is an existing duplex on the subject property, which would be demolished. 3440 Blundell Road is currently tenanted. 3460 Blundell Road is owner-occupied. The applicant has confirmed that there are no existing secondary suites in either unit.

### **Surrounding Development**

Development immediately surrounding the subject property is as follows:

To the North: Single family dwellings on lots zoned “Single Detached (RS1/E),” fronting Blundell Road.

To the South: Single family dwellings on lots zoned “Single Detached (RS1/E),” fronting Bairdmore Crescent.

To the East: Duplexes on lots zoned “Two-Unit Dwellings (RD1),” fronting Blundell Road.

To the West: A duplex on a lot zoned “Two-Unit Dwellings (RD1),” fronting Blundell Road.

### **Related Policies & Studies**

#### Official Community Plan

The subject property is located in the Seafair planning area, and is designated “Neighbourhood Residential” in the Official Community Plan (OCP). The proposed rezoning and subdivision is consistent with this designation.

#### Richmond Zoning Bylaw 8500/Single-Family Lot Size Policy 5474

The subject property is located in an area governed by Single-Family Lot Size Policy 5474. The Policy permits lots with existing duplexes to rezone and subdivide into two equal-sized lots. The proposed rezoning and subdivision are consistent with this policy.

### Floodplain Management Implementation Strategy

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

### **Public Consultation**

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

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

### **Analysis**

#### Existing Legal Encumbrances

There is an existing 3.0 m wide Statutory Right-of-Way (SRW) along the rear property line for municipal and private utilities, which will not be impacted by the proposed development. The applicant is aware that encroachment into the SRW area is not permitted.

There is an existing covenant on Title that restricts the lot to a maximum of two-dwelling units (ie. one dwelling per strata lot). Discharge of this covenant is required prior to final adoption of the rezoning bylaw.

The property is occupied by a stratified duplex. Cancellation of the existing strata plan (NWS114) is required prior to subdivision approval.

#### Transportation and Site Access

Vehicle access is proposed via separate driveways to each new lot from Blundell Road.

#### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which identifies off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. There are no trees located on the subject property, but the report identifies five trees located on neighbouring properties proposed for protection (Attachment 4).

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

- Five trees (Tree # 1, 2, 3, 4, and 5) located on neighbouring properties are to be protected as per the staff comments in the Arborist's Report.

### *Tree Protection*

To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

### *Tree Replacement*

There are no bylaw-sized trees on the property. The applicant has agreed to plant a minimum of two trees on each of the proposed new lots; for a total of four new trees. Prior to final adoption of the rezoning bylaw, the applicant is required to submit a Landscape Plan for both lots prepared by a Registered Landscape Architect, along with a Landscape Security based on 100% of the cost estimate provided by the Landscape Architect for the proposed works. A portion of the security will be released after construction and landscaping of the subject site is completed and a landscaping inspection by City staff has been passed. The City may retain the balance of the security for a one-year maintenance period to ensure that the landscaping survives. New trees must be minimum 6 cm caliper deciduous trees or 3.5 m high conifers, in accordance with Tree Protection Bylaw 8057.

### Affordable Housing Strategy

Consistent with the Affordable Housing Strategy, the applicant has proposed to provide a secondary suite in each of the dwellings to be constructed on the new lots, for a total of two suites. Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on both of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

### Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a Servicing Agreement for the design and construction of the required site servicing and frontage improvements, as described in Attachment 5. Frontage improvements include, but may not be limited to, the following:



- Construction of a minimum 1.5 m wide grass/treed boulevard along Blundell Road and a 1.5 m wide concrete sidewalk behind the boulevard. A second boulevard is to be provided between the sidewalk and the property line.
- Construction of driveways to the City's design standards. If the existing driveways need to be reconstructed or relocated, the finished frontage works must conform to the boulevard and sidewalk standards described above.

The applicant is also required to pay DCC's (City & Metro Vancouver), School Site Acquisition Charges, Address Assignment fees, and the costs associated with the completion of the required site servicing works as described in Attachment 5.

### **Financial Impact**

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

### **Conclusion**

The purpose of this application is to rezone 3440/3460 Blundell Road from the "Two-Unit Dwellings (RD1)" zone to the "Single Detached (RS2/B)" zone, to permit the property to be subdivided to create two single family lots, each with a secondary suite, with vehicle access from Blundell Road.

This rezoning application complies with the land use designations and applicable policies for the subject property contained in the OCP and Richmond Zoning Bylaw 8500.

The list of rezoning considerations is included in Attachment 5, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9930 be introduced and given first reading.



Natalie Cho  
Planning Technician – Design  
604-276-4193

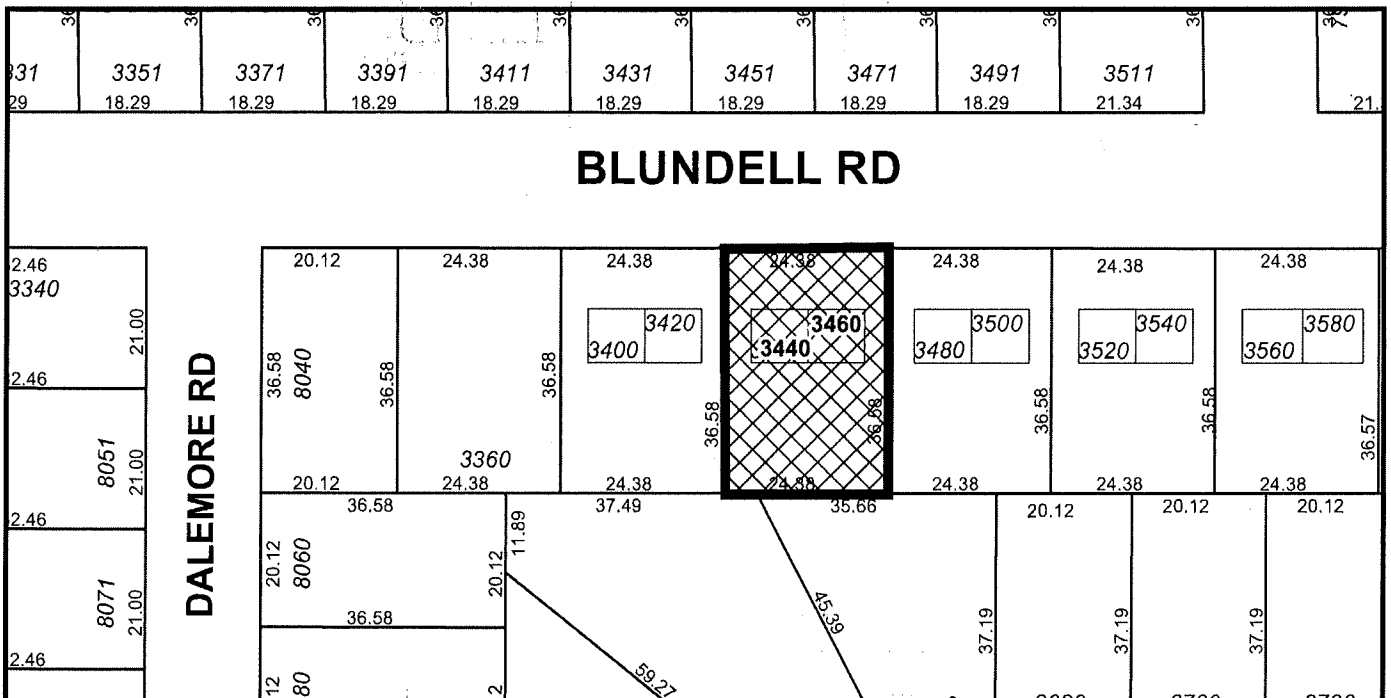
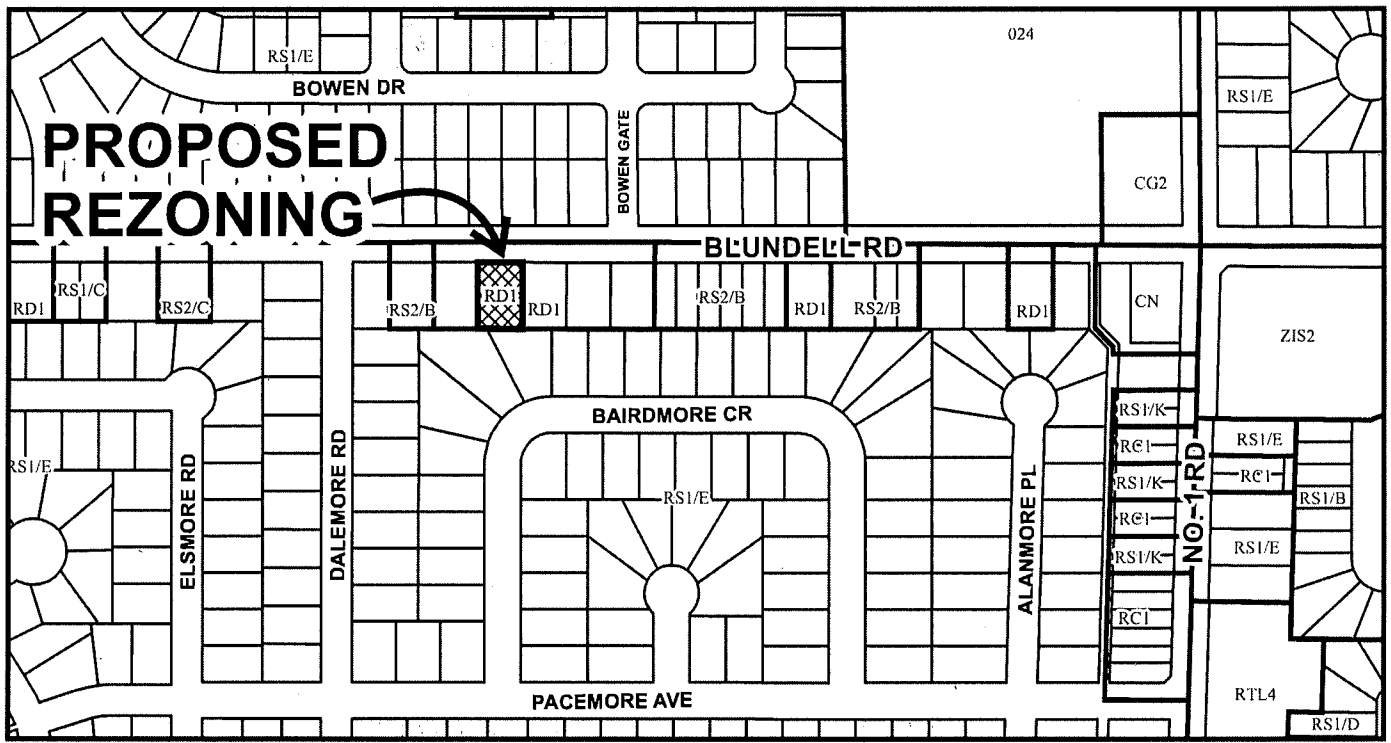
NC:rg

Attachment 1: Location Map and Aerial Photo  
Attachment 2: Proposed Subdivision Plan  
Attachment 3: Development Application Data Sheet  
Attachment 4: Tree Retention Plan  
Attachment 5: Rezoning Considerations



# City of Richmond

ATTACHMENT 1



## RZ 18-821823

Original Date: 06/06/18

Revision Date:

Note: Dimensions are in METRES

PLN - 70



# City of Richmond



RZ 18-821823

Original Date: 06/06/18

Revision Date:

Note: Dimensions are in METRES

# TOPOGRAPHIC SITE PLAN FOR PROPOSED SUBDIVISION OVER LOT A SECTION 22 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT EPP81957

ATTACHMENT 2

## CIVIC ADDRESS:

3440/3460 Blundell Road, Richmond

SCALE 1 : 250

2.5 0 5 10

ALL DISTANCES ARE IN METRES

The intended plot size of this plan is 280mm in width and 432mm in height (B size) when plotted at a scale of 1:250.

MH-SANITARY
Rim Elev=1.32m
Inverts
South-east -0.78m
East -0.79m
West -0.84m

MH-SANITARY
Rim Elev=1.42m
Inverts
South -1.17m
East -1.10m
West -1.12m

MH-SANITARY
Rim Elev=1.28m
Inverts
South-east -0.52m
East -0.57m
West -0.57m

INSPECTION CHAMBER
Rim Elev=1.55m
Inverts
North -0.11m
South-west -0.09m
South-east -0.10m

## LEGEND

- m<sup>2</sup> DENOTES SQUARE METRES
- ⊙ DENOTES POWER POLE
- ⊙ DENOTES STREET LIGHT - DAVIT
- <sub>San</sub> DENOTES SANITARY MANHOLE
- <sub>I/C</sub> DENOTES INSPECTION CHAMBER
- ⊙ DENOTES TREE AND CANOPY EXTENT
- ⊙ DENOTES GROUND ELEVATION
- Dec. DENOTES DECIDUOUS
- Conc. DENOTES CONCRETE
- PP DENOTES POSTING PLAN
- MH DENOTES MANHOLE
- DENOTES STANDARD IRON POST
- ⊙ DENOTES WATER METER
- ⊙ DENOTES CATCH BASIN - TOP ENTRY

## NOTES:

Lot dimensions are derived from Reference Plan EPP81957.

Measurements shown are to the exterior siding of building.

Elevations are Geodetic (CVD28 GVRD - IN METERS)  
Derived from HPN Control Monument 77H4891  
located at the centerline of Gibbons Dr. ELY from grass  
Island at junction with Gamba Dr. Elevation = 1.125m

Invert elevations and offsets of services from property lines  
are derived from municipal records and field survey.  
Contractor to verify all service locations and inverts prior to construction.

Spot elevations along curb are taken in gutter

If this plan is used in digital form, Target Land Surveying (NW) Ltd.  
will only assume responsibility for information content  
shown on original unaltered drawing.

Tree diameters are taken at 1.4m above grade and  
are shown in cm. Tree and stump symbols are not to scale.

This Plan was prepared for architectural design and  
site servicing purposes, and is for the exclusive use  
of our client. The signatory accepts no responsibility  
or liability for any damages that may be suffered by a  
third party as a result of reproduction, transmission or  
alteration to this document without consent of the signatory.

## RS-2/B ZONING

Frontyard: 6.0m  
Sideyard: 1.2m  
Rearyard: 7.3m (Shown)  
20% of the lot length

\*Setbacks are subject to approval  
by City of Richmond

CERTIFIED CORRECT  
DATED THIS 1ST DAY OF MAY, 2018

Michael Rinsma



THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED  
BUILDING OFFSETS SHOWN ON THIS PLAN ARE NOT TO BE USED TO RE-ESTABLISH PROPERTY LINES.

**TARGET**  
LAND SURVEYING

www.targetlandsurveying.ca

FILE: N3615-TOPO-PROP-SUB-R1

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PLN - 72



**RZ 18-821823**

**Attachment 3**

Address: 3440/3460 Blundell Road

Applicant: Melissa Balback

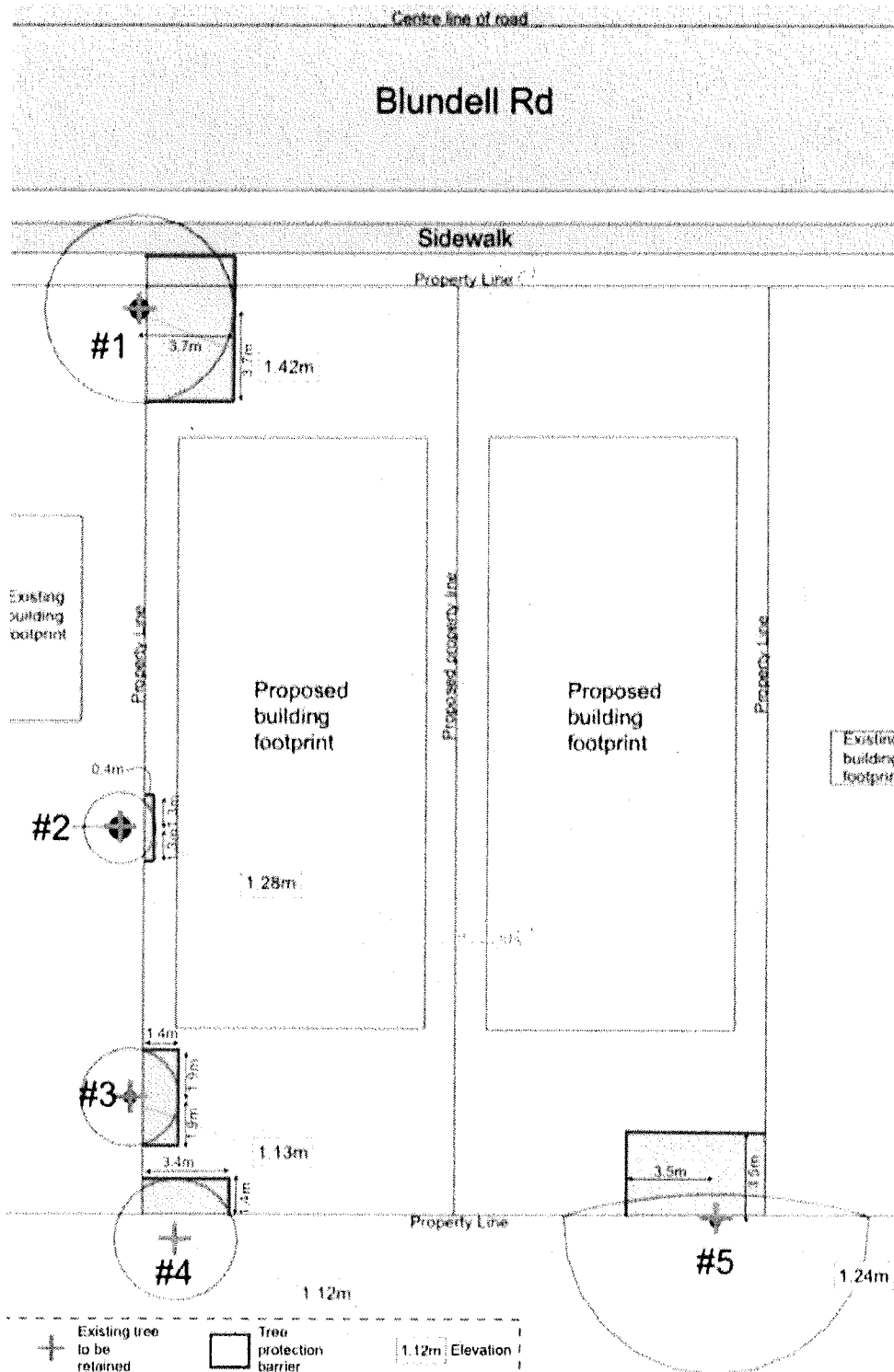
Planning Area(s): Seafair

	Existing	Proposed
<b>Owner(s)</b>	Melissa Balback Nathan Balback Logan Ligang Chen Yolanda Lei Wang	To be determined
<b>Site Size (m<sup>2</sup>)</b>	891.7 m <sup>2</sup> (9,598.2 ft <sup>2</sup> )	Two lots, 445.9 m <sup>2</sup> (4,799.6 ft <sup>2</sup> ) each
<b>Land Uses</b>	One duplex	Two single-family dwellings
<b>OCP Designation</b>	Neighbourhood Residential	No change
<b>Zoning</b>	Two-Unit Dwellings (RD1)	Single Detached (RS2/B)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55 for lot area up to 464.5 m <sup>2</sup> plus 0.3 for area in excess of 464.5 m <sup>2</sup>	Max. 0.55 for lot area up to 464.5 m <sup>2</sup> plus 0.3 for area in excess of 464.5 m <sup>2</sup>	none permitted
Buildable Floor Area (m <sup>2</sup> ):*	Max. 245 m <sup>2</sup> (2,640 ft <sup>2</sup> )	Max. 245 m <sup>2</sup> (2,640 ft <sup>2</sup> )	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 25%	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 25%	none
Lot Size:	Min. 360 m <sup>2</sup>	445.9 m <sup>2</sup>	none
Lot Dimensions (m):	Width: Min. 12.0 m Depth: Min. 24.0 m	Width: 12.2 m Depth: 36.6 m	none
Setbacks (m):	Front: Min. 6.0 m Side: Min. 1.2 m Rear: Min. 20% of lot depth for up to 60% of principal dwelling, 25% of lot depth for remainder, up to 10.7 m	Front: Min. 6.0 m Side: Min. 1.2 m Rear: Min. 7.3 m for up to 60% of principal dwelling, 9.1 m for remainder	none
Height (m):	Max. 9.0 m	Max. 9.0 m	none

\* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

# Appendix B: Tree Retention Plan



SUITABLE REPLACEMENT TREES
Dawyck beech ( <i>Fagus sylvatica</i> 'Dawyck')
Serbian spruce ( <i>Picea omorika</i> )
Paperbark maple ( <i>Acer griseum</i> )
Blue spruce ( <i>Picea pungens</i> )

TABLE OF TREES			
Tree #	Species	DBH (cm)	Crown Spread (m)
1	European birch ( <i>Betula pendula</i> )	1	3.7
2	Japanese maple ( <i>Acer palmatum</i> )	2	1.6
3	Purple leaf plum ( <i>Prunus cerasifera</i> )	3	1.8
4	Privet ( <i>Ligustrum spp.</i> )	4	2.4
5	European birch ( <i>Betula pendula</i> )	5	1.0



**Address:** 3440/3460 Blundell Road

**File No.:** RZ 18-821823

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9930, the developer is required to complete the following:**

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
  - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
  - include a mix of coniferous and deciduous trees;
  - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
  - include the four (4) required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
4	6 cm		3.5 m

If required replacement trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$500/tree to the City's Tree Compensation Fund for off-site planting is required.

2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Registration of a flood indemnity covenant on title.
4. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on each of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
5. Discharge of covenant BE58513 from title of the property at 3440 Blundell Road, which restricts the property to a one-family dwelling.
6. Discharge of covenant BE58514 from title of the property at 3460 Blundell Road, which restricts the property to a one-family dwelling.
7. Cancellation of the existing Strata Plan (NWS114).

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

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

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated

fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**At Subdivision\* stage, the developer must complete the following requirements:**

1. Payment of property taxes up to the current year, Development Cost Charges (City and GVSS & DD), School Site Acquisition Charge, Address Assignment Fees, and any other costs or fees identified at the time of Subdivision application, if applicable.
2. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to, the following:

*Water Works:*

- Using the OCP Model, there is 106 L/s of water available at a 20 psi residual at the Blundell Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 95.0 L/s.
- The Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
  - Re-use the existing 25mm Dia. service connection near the common property line of the two lots along the Blundell Rd frontage.

*Storm Sewer Works:*

- The Developer is required to:
  - Renew portions of the AC mains that will be exposed from the installation of storm service connections. Details to be finalized in the service connection design.
- At the Developer's cost, the City is to:
  - Cut and cap the existing storm service connection at the northwest corner of the subdivision site.
  - Install 2 new storm service connections complete with inspection chamber at the driveway of the two lots along the Blundell Rd frontage.

*Sanitary Sewer Works:*

- At the Developer's cost, the City is to:
  - Cut and cap the existing sanitary service connection at the northeast corner of the subdivision site.
  - Install a new sanitary service connection complete with inspection chamber at the west lot driveway along the Blundell Rd frontage.
  - Install a new sanitary service connection complete with inspection chamber at manhole SMH856 with service connection at the east lot driveway along the Blundell Rd frontage.

*Frontage Improvements:*

- The Developer is required to:
  - Coordinate with BC Hydro, Telus and other private communication service providers:
    - o To underground proposed Hydro service lines.
    - o When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - o To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located on-site.
- Transportation's frontage improvement requirements include, but are not limited to:



- Construction of a minimum 1.5 m wide grass/treed boulevard along Blundell Road (width of the boulevard is exclusive of the 0.15 m wide top of curb); and a 1.5 m wide concrete sidewalk behind the boulevard. A second boulevard is to be provided between the sidewalk and the property line.
- Construction of driveways to City design standards (5.0 m driveway width at the property line, with 0.9 m flares at the curb and 45° offsets to meet existing grade of sidewalk/boulevard). If the existing driveways need to be reconstructed or relocated, the finished frontage works must conform to the boulevard and sidewalk standards described above.

*General Items:*

- The Developer is required to:
  - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, 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.
  - Not encroach into the existing 3m BC Hydro SRW along the southern property line with proposed trees, non-removable fencing, or other non-removable structures.

**Note:**

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

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

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

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

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Signed

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Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9930 (RZ 18-821823)  
3440/3460 Blundell Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"SINGLE DETACHED (RS2/B)"**.

P.I.D. 001-124-099

Strata Lot 1 Section 22 Block 4 North Range 7 West New Westminster District Plan NW114 Together With an Interest in Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

P.I.D. 001-124-102

Strata Lot 2 Section 22 Block 4 North Range 7 West New Westminster District Plan NW114 Together With an Interest in Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9930"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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





# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** September 26, 2018

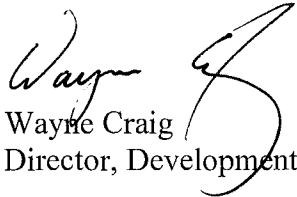
**From:** Wayne Craig  
Director, Development

**File:** CP 15-717017

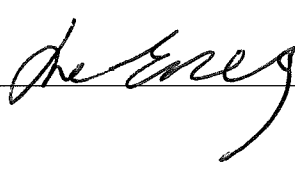
**Re:** **Proposed Official Community Plan/City Centre Area Plan Amendment,  
Lansdowne Shopping Centre Master Land Use Plan – Public Consultation  
Summary and Request to Endorse the Concept Master Land Use Plan**

### Staff Recommendation

That the Concept Master Land Use Plan be endorsed to proceed toward finalizing the Master Land Use Plan and Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments, and developing an Implementation Strategy.

  
Wayne Craig  
Director, Development

WC:dn  
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Community Social Development	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Recreation Services	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	

## Staff Report

### Origin

Vanprop Investments Ltd. has applied to the City of Richmond to amend Bylaw 9000, the City's Official Community Plan (OCP) and Bylaw 7100, Schedule 2.10 of the OCP, the City Centre Area Plan (CCAP), for the site at 5300 No. 3 Road. The site is approximately 20.2 hectares (50 acres) in area and is the location of the existing Lansdowne Shopping Centre (Attachment 1).

Based on the size and visual prominence of the site, and the applicant's proposed necessary phased redevelopment of the site, staff advised the applicant to prepare a Master Land Use Plan to guide future multi-phased redevelopment of the property. The process of developing a land use plan for the property identified proposed amendments to the OCP/CCAP that are refinements, rather than significant modifications, which remain consistent with OCP/CCAP objectives for this site.

The amendments include the proposal to change the orientation and distribution of the 4 hectares (10 acres) Major Park that the CCAP identifies for the site and to reorganize on-site density and building heights. No additional density is proposed over and above the approved CCAP density for the site. Similarly, the proposed ratio of residential to non-residential use is consistent with the existing CCAP and 74% of the total on-site density remains within the portion of the property that is within a 5 minute walking distance from the Canada Line station.

The application review process is being undertaken in three stages, each of which includes a series of phases and a report to Council. Each stage also updates the proposed land use plan for the site. Stage 1 introduced the first draft of the land use plan, the "Proposed Master Land Use Plan"; Stage 2, includes a second draft of the plan, the "Concept Master Land Use Plan"; and Stage 3 will include the final version of the plan, the "Final Master Land Use Plan".

This report and the attached Concept Master Land Use Plan (Attachment 2) mark the end of the Stage 2 review process serving to:

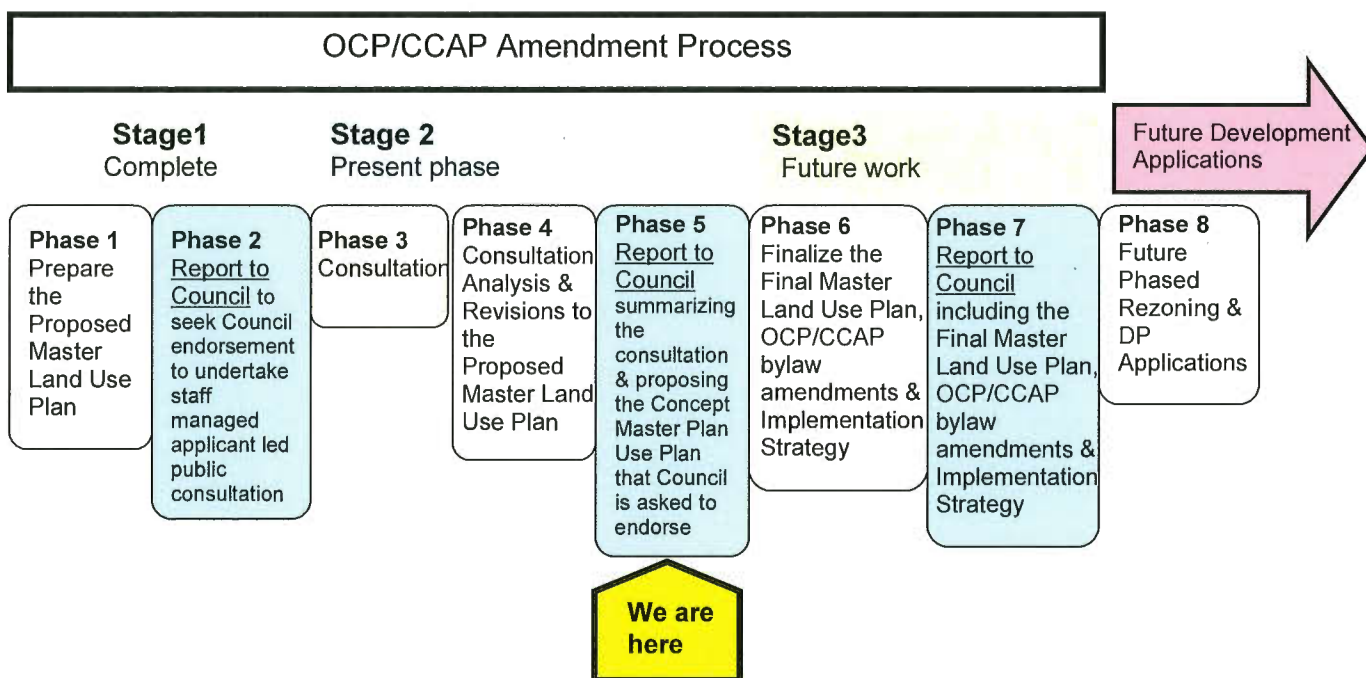
1. Provide a summary of the community consultation process that was supported by Council and the feedback that was received from stakeholders and the community.
2. Seek Council endorsement of the Concept Master Land Use Plan (Attachment 2).

Conditional to Council endorsing the Concept Master Land Use Plan presented in this report, staff and the applicant would proceed with completing a Final Master Land Use Plan, associated OCP/CCAP amendments, site specific design guidelines, and a detailed Implementation Strategy to manage and guide the phased development of the site. Once this work is complete, Council would review the proposed OCP/CCAP amendments, proposed Final Master Land Use Plan, site specific design guidelines, and associated Implementation Strategy and if acceptable, would approve the Final Master Land Use Plan and associated OCP/CCAP amendments.

The Final Master Land Use Plan would serve as a detailed guide for future land uses supported by a defined Implementation Strategy. Although the site can develop in accordance with its existing zoning, prior to development as envisioned by the Concept Master Land Use Plan, the

applicant would be required to submit individual rezoning and Development Permit applications that are consistent with the plan for Council consideration.

This process ensures that Council would maintain its discretionary authority to secure amenities and contributions that are up to date at the time of redevelopment, as well as any new contributions, amenities and off-site works that are in place at the time of redevelopment, which can be significant (ex. Council amended the Affordable Housing (AH) Strategy in 2017 to secure 50% more AH, Council adopted a Market Rental Policy in fall 2018, future sustainability initiatives are under consideration).



### Stage 1 (Complete)

On December 11, 2017, Council authorized staff to manage an applicant undertaken community consultation process regarding the Proposed Master Land Use Plan for the Lansdowne Centre shopping centre site. The November 28, 2017 staff report included:

- An overview of the proposed OCP/CCAP amendments;
- A proposed process to advance the OCP/CCAP amendment application; and
- A recommended community consultation plan for Council's endorsement.

### Stage 2 (Present phase)

A Council supported community consultation process, which was undertaken by the applicant and overseen by staff, has concluded. The consultation referenced in the following table is discussed in detail in this report.

Table 1: Summary of Consultation

Consultation	Date	Engagement
Stakeholder meetings	January – May 2018	Key stakeholders: Kwantlen Polytechnic University (KPU), School District, TransLink, YVR
Information Centre	January 15 to	Approximately 1,900 people visited the Information Centre

Consultation	Date	Engagement
	March 2, 2018	while it was staffed.
Two Public Information Meetings	February 17, 2018, February 22, 2018	Approximately 500 people attended the public information meetings.
LetsTalkRichmond website and Feedback Form	February 6 to March 4, 2018	190 responses received. Overall, approximately 75% of those who completed a feedback form generally supported the proposed refinements to the CCAP.

This report provides an analysis of the feedback that was received during the community consultation process, as well as items that were identified through the standard review process, to develop the Concept Master Land Use Plan.

The Concept Master Land Use Plan (Attachment 2) that Council is being asked to endorse includes some refinements to the initial draft plan, the Proposed Master Land Use Plan (Attachment 3), which was introduced to Council on December 11, 2017 and considered by the public during the community consultation process. Updates to the first draft of the plan include:

- Decreasing the heights of some tall buildings by 1 to 2 storeys.
- Revising mid-rise building forms to maintain the concentration of building floor area within a 5 minute walking distance from the Canada Line station without introducing new tall buildings.
- Supporting non-residential uses throughout the site, which is consistent with the existing CCAP designation for the property. The Proposed Master Land Use Plan suggested limiting non-residential use to the area west of the proposed Hazelbridge Way extension, a defined area on the east side of the proposed Hazelbridge Way extension and a defined area adjacent to the proposed Neighbourhood Plaza.

The proposal to amend the OCP/CCAP to refine the distribution and orientation of the Major Park and to reorganize density and building heights on the site remain consistent with those suggested by the earlier draft of the land use plan.

Stakeholders and the community were generally supportive of the Proposed Master Land Use Plan, with approximately 71% of those who completed a feedback form either supporting or having a neutral opinion of the proposed refinements to the CCAP. Although the feedback was generally supportive, staff undertook a detailed analysis of the concerns that were expressed.

Table 2 summarizes and organizes, in alphabetical order, the feedback that was received during the community consultation process. The table also summarizes how the comments are incorporated in the Concept Master Land Use Plan that Council is being asked to endorse and/or suggested Stage 3 actions. Details are discussed in subsequent sections of this report.

Table 2: Summary of concerns/comments received during the community consultation process and the standard application review process and staff's recommended responses and suggested future actions

Feedback	Concept Master Land Use Plan response and suggested Stage 3 (future) actions
Density: Over-development, over- densification in the City	-The Concept Master Land Use Plan maintains the proposed overall on-site density and range of land uses, which are supported by the existing CCAP. -Develop design guidelines to encourage a vibrant City Centre community with a mix of land uses.



Feedback	Concept Master Land Use Plan response and suggested Stage 3 (future) actions
<b>Park Area:</b> -Excess/insufficient on-site park area - Park shape/orientation	-The Concept Master Land Use Plan maintains 4 hectares (10 acres) of Major Park area, which is consistent with CCAP objectives. (Detailed park programming and design would be undertaken by Parks Services staff and would include consultation with the public.) -Develop design guidelines to enhance frontages along public amenity space, parks, plazas and designated retail high-streets.
<b>School:</b> New City Centre school on-site	-School District staff will determine whether the feasibility of purchasing land and constructing an urban elementary school on the site will be pursued with the Board of Education. -City staff will maintain open communication with School District staff and will update Council accordingly.
<b>Tall buildings</b>	-The Concept Master Land Use Plan decreases the heights of some tall buildings by 1 to 2 storeys. -Develop design guidelines to encourage a diverse and appealing city scape.
<b>Traffic/Transit</b>	-Develop opportunities to improve transportation options (including Mobility Hub(s), "Kiss and Ride", etc.) and incentives that support alternative transportation. A Mobility Hub is a planned place where different modes of transportation (walking, rolling, cycling, car share, transit) seamlessly come together. -Develop design guidelines to support pedestrian comfort and bike friendly streets. -Review and advise how parking will be provided for the proposed Major Park.
<b>Use:</b> Unnecessary restriction of non-residential uses	-The Concept Master Land Use Plan retains the option of non-residential uses throughout the site, as currently supported by the CCAP.
<b>Other:</b> -Secure Affordable Housing. -Construct a school/hospital on-site. -Restrict ownership.	-Affordable Housing will be secured during future rezoning stages in accordance with the current Affordable Housing Strategy. -Local government does not secure land for construction of hospitals or schools and does not restrict property ownership rights.

### Stage 3 (Future work)

Conditional to Council endorsing the latest draft of the land use plan, the Concept Master Land Use Plan (Attachment 2), staff and the applicant would proceed with completing:

- A Final Master Land Use Plan;
- Associated OCP/CCAP amendments;
- New Development Permit Guidelines that are specific to the subject site; and
- A detailed Implementation Strategy.

The Implementation Strategy would provide a detailed "how to" guide to manage phased development of the site, which will occur through incremental applications to rezone and develop the property in phases. The strategy would include but is not limited to outlining details associated with the phasing, acquisition and development of:

- Park, public open space, and public realm;
- Roads, lanes, and associated infrastructure;
- Engineering services (i.e. utility upgrades and frontage improvements);
- District energy plant location(s) and alternative energy sources; and
- Sustainability measures that align with CCAP sustainability objectives (e.g. incentives that support transit and alternative modes of transportation, accommodations for the future impact of self-driving cars/car share programs, energy conservation features that may include solar panels, water conservation features, etc.).

## Findings of Fact

### Background

The subject site is the home of the Lansdowne Centre shopping centre and associated surface parking. The site is located at the centre of the Lansdowne Village in the City Centre, is immediately adjacent to the Lansdowne Canada Line station, and bound by No. 3 Road, Alderbridge Way, Kwantlen Street and Lansdowne Road (Attachment 1).

The site is designated for three different types of urban land uses in the City Centre Area Plan (Attachment 3):

- Urban Core T6 (Residential and Mixed Uses) and a Village Centre Bonus on the westerly 1/3 of the site. The permitted density is up to 3.0 Floor Area Ratio (FAR), with a provision for up to 1.0 FAR of additional non-residential bonus density provided the conditions of the Village Centre Bonus are addressed. The maximum building height is 47 m geodetic;
- Urban Centre T5 (Residential and Mixed Uses) on the eastern 2/3 of the site. The permitted density is 2.0 FAR and the maximum building height is 25 m; and
- A linear east/west oriented 4 hectares (10 acres) Major Park along the southern portion of the site abutting Lansdowne Road.

The subject property's Urban Core T6 and VCB land use designations facilitate the acquisition and delivery of approximately 4,975 m<sup>2</sup> (53,500 ft<sup>2</sup>) of on-site indoor city amenity space that would be secured in accordance with density bonusing provisions in the CCAP:

- The Urban Core Transect (T6 area) requires the equivalent of 1% of the total residential floor area to be provided as constructed community amenity.
- The Village Centre Bonus (VCB) supports 1.0 FAR of additional non-residential density conditional to providing the equivalent of 5% of the additional 1.0 FAR as constructed community amenity.

The scope of the proposed OCP/CCAP amendment process is limited to identifying a possible location for a City owned amenity building. The Concept Master Land Use Plan identifies a potential location for a City owned amenity at the prominent intersection of No. 3 Road and Lansdowne Road adjacent to the proposed Civic Plaza. The use and function of the community amenity building requires Council approval through a separate process that is discussed in a later section of this report. Acquisition of the community amenity space would be secured as a condition of a future rezoning application.

The applicant proposes amendments to the Official Community Plan (OCP)/City Centre Area Plan (CCAP), which include the proposal to change the distribution of the 4 hectares (10 acres) Major Park that the CCAP identifies for the site, and to reorganize on-site density and building heights. The proposed amendments are refinements to the plan, rather than significant modifications and are consistent with fundamental CCAP objectives to:

- Support Transit Oriented Development (TOD) and a strong Village Centre;
- Locate the majority of the Major Park within a 400 m radius or a 5 minute walking distance of a Village Centre;
- Support the greatest density and building height within 400 m radius or a 5 minute walking distance of a Village Centre; and
- Increase the network of connections and mobility options within the City Centre.



*City Centre Area Plan Amendments Presented for Community and Stakeholder Consideration*

The community and stakeholders were asked to consider the following proposed amendments to the Official Community Plan (OCP) and City Centre Area Plan (CCAP), which were reflected in the Proposed Master Land Use Plan that Council considered on December 11, 2017

(Attachment 4):

1. The Proposed Master Land Use Plan suggested redistributing the required Major Park that the CCAP identifies for this site in coordination with the overall development concept.

The CCAP shows a linear east/west oriented 4 hectares (10 acres) Major Park along the southern portion of the site abutting Lansdowne Road and supports mixed use development on the remainder of the site (Attachment 4). The intention of the designation in the plan is to establish a requirement to secure the required 4 hectares (10 acres) of Major Park area rather than to prescribe a specific location and shape of the park. The first step in developing a land use plan for the site was suggesting a distribution of Major Park area that is coordinated with the proposed density and land uses and is consistent with CCAP objectives including:

- a) Maximizing the amount of park within a 5 minute walking distance from the Canada Line station (i.e. Major Park area has been redistributed on the site to increase the amount of park area within a 5 minute walking distance from the Canada Line station by approximately 22%).
  - b) Contributing to a civic focus while establishing a series of distinct and well-connected civic spaces in visually and physically prominent locations that are owned and managed by the City and that will be designed to encourage public use and a range of active and passive park uses. Four distinct and connected spaces are proposed:
    - i) A Civic Central Plaza is proposed at the intersection of Lansdowne Road and No. 3 Road, which is the centre of the City Centre;
    - ii) Lansdowne Linear Park on the subject site is intended to become the signature central section of City's east/west civic spine;
    - iii) The Centre Park and Major Event Space would accommodate neighbourhood active and passive users as well as festivals and major events; and
    - iv) The Neighbourhood Plaza is intended to provide space for informal gathering and smaller community events.
2. Once the proposed Major Park distribution and orientation were established, the remaining developable portion of the site was considered. Consistent with the CCAP's objective to maximize building density, height and mix of uses within a 5 minute walking distance from a Canada Line station and/or Village Centre, the Proposed Master Land Use Plan suggested:
    - a) Redistributing on-site building density to extend high density development on the site to include the portion of the site that is within a 5 minute walking distance from the Canada Line station (Attachment 4).
      - i) The overall proposed on-site density suggested by the Proposed Master Land Use Plan (2.7 Floor Area Ratio [FAR]) is the same as the existing CCAP supported density blended over the 20.2 hectares (50 acres) property.
      - ii) Table 3 summarizes that the allocation of density on-site remains fundamentally unchanged. The CCAP designates 76% of the overall on-site density to be located

within a 5 minute walking distance from the Canada Line station; the Proposed Master Land Use Plan proposed to maintain 73% of the overall on-site density within the same area.

Table 3: Summary of proposed organization of density within and outside a 5 minute walking distance from the Canada Line station

% overall on-site density proposed <u>within a 5 minute walking distance from the Canada Line station</u>			% overall on-site density proposed <u>outside a 5 minute walking distance from the Canada Line station</u>		
CCAP	Proposed Master Land Use Plan	Concept Master Land Use Plan	CCAP	Proposed Master Land Use Plan	Concept Master Land Use Plan
76%	73%	74%	24%	27%	26%

- b) Redistributing on-site building heights to permit taller buildings in the portion of the site that is within a 5 minute walking distance from the Canada Line station (Attachment 4). The Proposed Master Land Use Plan suggested a strategic range of building heights that are consistent with CCAP objectives.
- With the exception of one proposed tower, the Proposed Master Land Use Plan suggested that towers are wholly or partially located within the portion of the site that is a 5 minute walking distance from the Canada Line station.
  - The plan suggested placing towers to strategically frame the park/public amenity area, to introduce density to support Hazelbridge Way's designation in the CCAP as a retail high-street, to increase separation between tall buildings, and to increase the variety of on-site building heights to encourage a varied skyline and a distinct village character.
- c) Restricting non-residential uses to the portion of the site located within a 5 minute walking distance from the Canada Line station and to an area that is within immediate proximity of the proposed Neighbourhood Plaza (Attachment 3). The proposed restriction was inconsistent with the site's existing designations in the CCAP, which support mixed uses throughout the site.

#### Community Consultation Process

On December 11, 2017, Council endorsed community consultation regarding the Proposed Master Land Use Plan for the Lansdowne Centre shopping centre site, which included:

- Meetings with key stakeholders;
- An on-site Information Centre that was visited by approximately 1,900 people;
- Two public information meetings that were attended by approximately 500 people; and
- Using the City's interactive discussion and community engagement website, LetsTalkRichmond.ca to both share information with the public about the Proposed Master Land Use Plan and to collect 190 feedback form responses. Paper copies of the feedback forms were available upon request and were distributed with a return addressed envelope.

### Official Community Plan and Stakeholder Consultation

Staff have reviewed the proposed OCP amendments, with respect to the Local Government Act and the City's OCP Consultation Policy No. 5043 requirements. The following tables summarize the OCP Consultation, regarding the Proposed Master Land Use Plan (Attachment 4).

Table 4: OCP Consultation (General)

Stakeholder	Referral Comment
BC Land Reserve Co.	No referral necessary, as they are not affected. No change in overall density or supported land uses are proposed
Metro Vancouver	
The Councils of adjacent Municipalities	
First Nations (e.g., Sto:lo, Tsawwassen, Musqueam)	
Port Authorities (Vancouver Port Authority and Steveston Harbour Authority)	
Richmond Coastal Health Authority	
All relevant Federal and Provincial Government Agencies	

The community consultation plan that was endorsed by Council identified key stakeholders. Staff and the applicant met with the key stakeholders on the dates referenced in Table 5 and communication between the groups remains ongoing. Attachment 5 includes comprehensive meeting summaries, which are also discussed in detail in a subsequent section of this report.

Table 5: Consultation with key stakeholders (Meetings attended by City staff and the applicant) (Attachment 5 includes meeting minutes)

Stakeholder	Stakeholder Meeting Date	Comments
Kwantlen Polytechnic University (KPU)	January 31, 2018	Discussed in detail in a subsequent section of this report
School District	January 11, 2018, June 18, 2018	
TransLink	March 20, 2018	
Vancouver Airport Authority (YVR)	May 24, 2018	

Table 6 summarizes supplementary consultation that the applicant initiated and is discussed in more detail in Attachment 6.

Table 6: Applicant initiated and undertaken consultation (not attended by City staff) (Attachment 6)

Stakeholder	Stakeholder Meeting Date	Comments (see Attachment 5 for details)
Mall Tenants	Information sharing hosted by applicant: November 21, 2017, February 20, 2018 Ongoing	Tenants are interested in the anticipated redevelopment timeframe and minimizing disruption to the operation of the existing mall during the redevelopment process. The applicant has committed to maintaining a transparent relationship with existing mall tenants.
Applicant identified interest groups	Ongoing discussions initiated in November 2017	Attachment 6 includes a complete list of groups that were consulted and topics that were discussed. The groups included but were not limited to: Richmond Chamber of Commerce Board, Tai Chi Clubs, Richmond Chinese Cultural Society, etc.
Adjacent strata corporations	Invitations to meet were sent in early 2018.	Attachment 6 includes a complete list of nearby strata corporations that were invited to meet with the applicant. Only one strata accepted the invitation.

### Information Centre

The Information Centre, which was hosted in the existing Lansdowne Centre shopping centre in a commercial space located adjacent to the food court was open daily between January 15 and March 2, 2018 during regular mall hours and staffed by the applicant between 10 AM and 4PM.

### Two Public Information Meetings

Public information meetings were hosted at the Lansdowne Centre shopping centre (Saturday, February 17, 2018 from 10 AM to 2 PM and Thursday, February 22, 2018 from 5 PM to 8 PM). The meetings were attended by approximately 500 people. Information boards and a large physical model were on display and City staff from different departments and the applicant's representatives were available for discussion. To encourage the public to complete the feedback forms available through LetsTalkRichmond.ca while at the meeting, iPads were available and technical support was provided when needed. Paper copies of the feedback form were available upon request. In total, over the course of the community consultation process, four paper copies of the feedback form were requested; no paper copies of the feedback form were returned to staff.

Notification regarding the Public Information Meetings included:

- Direct mail notification
  - 2,226 notification letters were distributed to addresses within a 100 m radius of the subject site.
- Newspaper advertisement
  - Richmond News on February 8, 2018.
  - Richmond Sentinel on February 14, 2018.
- Signage
  - On February 5, 2018, signage was posted at all entrances to the mall.
  - Vinyl glass storefront signage was installed at the vacant retail space in the mall where the public information meeting was hosted.
  - On February 5, 2018, sandwich board signage was placed near the Lansdowne Canada Line Station to notify transit users.
- City staff in Corporate Communications coordinated a Facebook and Twitter outreach campaign that included information regarding the proposal and a link to the feedback form. There were approximately 100 actions taken by Twitter users who saw the posts (including liking, commenting, sharing or clicking on the link). The campaign included 4 Facebook posts that reached an average of 888 Facebook users.

### LetsTalkRichmond.ca

The feedback form and information about the proposal was available online at [www.LetsTalkRichmond.ca](http://www.LetsTalkRichmond.ca) from Tuesday, February 6, 2018 to Sunday, March 4, 2018. Of 886 individuals who visited the LetsTalkRichmond.ca website, 682 reviewed the available material and 190 completed a feedback form. The responses indicate:

- Eighty four (84) individuals (44% of respondents) identified themselves as living within 5 km of the Lansdowne Centre shopping mall.
- Ninety six (96) individuals (50% of respondents) identified themselves as living within Richmond but farther than 5 km from the subject site.
- Only 3 individuals (1.5% of respondents) did not live in Richmond.



Staff received five phone calls from members of the public who were interested in discussing the Proposed Master Land Use Plan. Their comments are included in the feedback summary results (Attachment 6).

#### Additional Comments

OCP/CCAP amendment application signage has been installed on the subject site.

Should Council endorse the Concept Master Land Use Plan, staff and the applicant will proceed toward completing a Final Master Land Use Plan for the subject site and associated OCP/CCAP amendments and site specific design guidelines. The plan and associated OCP/CCAP amendment bylaw would return to Council for review and if Planning Committee endorses the bylaw amendments and Council grants first reading to the OCP/CCAP amendment bylaw, the bylaw would be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing would be provided in accordance with the *Local Government Act*.

#### **Analysis**

Staff have considered all of the feedback received regarding the proposed refinements to the CCAP that were suggested by the Proposed Master Land Use Plan. Attachments 5 to 7 provide a comprehensive summary of the feedback that was received.

#### Feedback from Key Stakeholders

This section of the report reviews the feedback that was received from key stakeholders, advises whether the comments are reflected in the Concept Master Land Use Plan that Council is asked to endorse, and suggests items to be undertaken during the next stage in the project review process. Table 7 summarizes the stakeholder comments.

Table 7: Consultation with key stakeholders (attended by City staff and the applicant) (Attachment 5 includes meeting minutes and supplementary correspondence)

Stakeholder	Stakeholder comments
Kwantlen Polytechnic University (KPU)	KPU supports the Proposed Master Land Use Plan and does not have any specific concerns. KPU encourages development of rental housing on the subject site that could potentially house KPU students.
School District	The School District has provisions in place to accommodate students residing in the City Centre by expanding existing schools but remains interested in exploring opportunities to secure one additional elementary school within the City Centre. School District staff will determine whether the feasibility of purchasing land and constructing an urban elementary school on the site will be pursued with the Board of Education.
TransLink	At the stakeholder meeting, TransLink staff did not express any specific concerns related to the Proposed Master Land Use Plan and expressed support for the provision of a "Kiss and Ride" area on the subject site.  Subsequent to the stakeholder meeting, staff received a letter from TransLink (Attachment 5). Although staff agree with some of the items listed in the letter, not all of the items are supportable. Staff's response to TransLink: a) Requests that TransLink demonstrate legislative authority to require municipalities to administer the Adjacent and Integrated Development (AID) process. Currently, the City does not have any formal agreement with TransLink regarding their AID requirements. Staff advise applicants to contact TransLink directly regarding the AID

Stakeholder	Stakeholder comments
	<p>process.</p> <p>b) Advises that consistent with OCP objectives to support use of alternative modes of transportation, staff do not support an on-site Park and Ride structure as it would encourage more single occupant driving to/from the City Centre and promote auto use as part of the commuting journey.</p> <p>c) Advises that TransLink's requirement for their approval on any new signals along No. 3 Road should be addressed by the applicant's consultant.</p> <p>Staff will continue to work with TransLink to cooperatively address these items.</p>
Vancouver Airport Authority (YVR)	<p>At the stakeholder meeting, YVR staff did not express any specific concerns related to the Proposed Master Land Use Plan but did refer staff to their letter (dated May 4, 2018) that references:</p> <p>a) The subject site's proximity to an existing flight path and the associated impacts resulting from exposure to aircraft noise.</p> <p>b) The Vancouver Airport Authority's (VVA) application to Transport Canada to create new Airport Zoning Regulations (AZR) to support a new third parallel runway, which would affect maximum permitted building heights on the subject site (Attachment 5).</p>

#### *Kwantlen Polytechnic University (KPU)*

Kwantlen Polytechnic University (KPU) staff support the Proposed Master Land Use Plan and do not have any specific concerns. They encourage development of rental housing on the subject site that could potentially house KPU students.

#### *Suggested Next Steps*

The scope of the subject application is limited to OCP/CCAP amendments associated with a land use concept for the subject property. Successful adoption of a Final Master Land Use Plan and associated OCP/CCAP amendments would be followed by incremental rezoning applications. Each rezoning application would be subject to Council approval and required to provide all up to date amenities and contributions, including the Affordable Housing (AH) Strategy, which currently secures a minimum of 10% of the residential floor area as Low End Market Rental (LEMR) units and defines an allocation of family friendly units that responds to City policy.

#### *School District*

School District staff have advised that, although they have provisions in place to accommodate students in the City Centre by expanding existing schools, the School District remains interested in exploring opportunities to secure one additional elementary school within the City Centre. Three possible locations and one preferred location for an elementary school on the subject site have been identified (Attachment 5).

Discussion regarding the feasibility of purchasing land and constructing a school on the subject site has included consideration and discussion of the following:

- School District staff will determine whether the feasibility of purchasing land and constructing an urban elementary school on the subject site will be pursued with the Board of Education.
- The elementary school curriculum requires access to playfield space that meets specified minimum size requirements. The City has a standing agreement with the School District that generally supports the non-exclusive use of City owned parks by Richmond schools. Community Services and Parks Planning staff met with School District staff to discuss this agreement and on-site opportunities.

- School Site Acquisition Charges, which are collected by local governments and assist in the recovery of costs associated with the future acquisition of land for new school sites, were introduced by provincial legislation in 2001.

*Suggested Next Steps*

Staff propose that during the next stage of the OCP/CCAP amendment review process, staff maintain open communication with School District staff regarding the School Board potentially purchasing land from the applicant to develop an urban elementary school on the subject site and to update Council regarding this topic during Stage 3 of the application review process or as information becomes available.

*TransLink*

At the stakeholder meeting, TransLink staff did not express any specific concerns related to the Proposed Master Land Use Plan and expressed support for a “Kiss and Ride” area being provided within proximity of the Canada Line station (Attachment 5).

Subsequent to the stakeholder meeting, staff received a letter from TransLink that includes reference to TransLink’s independent Adjacent and Integrated Developments (AID) process. Although the scope of the subject application is limited to finalizing a Master Land Use Plan for the site that would be followed by incremental applications to rezone and redevelop portions of the property, TransLink’s letter references active development stages and includes a City referral and obligation process that is not supported by a corresponding formal agreement between the City and TransLink nor has TransLink confirmed that it has the relevant legislative authority. Staff’s response to TransLink is summarized in Table 7 in this report.

*Suggested Next Steps*

Right of ways that secure TransLink interests are registered on portions of the site that abut No. 3 Road and may influence the location of a “Kiss and Ride” area, as well as design of the proposed enhanced public pedestrian right of way along No. 3 Road. During the next stage of the OCP/CCAP amendment review process, staff and the applicant will establish a process to work collaboratively with TransLink to identify a suitable location for a “Kiss and Ride” area on the site and to discuss possible amendments to the existing TransLink right of way areas on the site.

Transportation staff do not support construction of a designated Park and Ride structure, which would encourage more driving to/from the City Centre and promote auto use as part of the commuting journey. Instead, staff support a “Kiss and Ride” space on the site that is within proximity of the Canada Line station and is part of an integrated on-site mobility hub where different modes of transportation (walking, rolling, cycling, car share, transit) seamlessly come together.

During the next stage in the OCP/CCAP amendment review process, Transportation staff will evaluate whether a portion of required commercial parking should be secured during future rezoning applications for short term (hourly) “Public Parking” that is available for use by the general public.

*YVR and Proposed Changes to Existing Aeronautical Zoning*

The Proposed Master Land Use Plan suggested building heights that are permitted by the existing Airport Zoning Regulations (AZR) for Vancouver International Airport (YVR), and current OCP policies including the Aircraft Noise Sensitive Development (ANSND) Map.

During the course of the application review process, the Vancouver Airport Authority (VAA) initiated an application to Transport Canada for an AZR amendment application to protect airspace for a potential new third parallel runway.

*Concept Master Land Use Plan Response and Suggested Next Steps*

Through ongoing discussions with VAA, the City has been actively working with VAA staff to limit the impact of any potential building height reductions associated with the proposed AZR amendment. The Concept Master Land Use Plan references the buildings and the associated building height restrictions that are proposed by the VAA and that are consistent with ongoing discussions between YVR and City staff regarding the proposed new third parallel runway. The Concept Master Land Use Plan references the following decreases in building heights:

- Reducing the height of on-site buildings that abut No. 3 Road by 1 storey compared to the existing CCAP height designation; and
- Reducing building heights by up to 2 storeys on the central portion of the site that is bound by the proposed Hazelbridge Way extension and Cooney Road extension.

As a result of eleven proposed towers being affected by the proposed new height restrictions, approximately 9,740 m<sup>2</sup> (104,840 ft<sup>2</sup>) of office and residential floor area must be relocated on-site. Rather than introducing new tall buildings to recover the affected floor area, the Concept Master Land Use Plan proposes refinements to the mid-rise buildings, as well as limited increases to some tower floor plates (50 m<sup>2</sup> for residential buildings, up to 210 m<sup>2</sup> for office towers) while maintaining the on-site density allocation that was suggested by the Proposed Master Land Use Plan.

During the next stage in the OCP/CCAP amendment review process, staff will:

- Continue to monitor VAA's application to Transport Canada to ensure that the City's density and building height objectives around designated Village Centres is reflected in the new aeronautical zoning. Should there be any developments related to the VAA's application, staff will update Council as information becomes available.
- Develop new development permit guidelines that are specific to the subject site and that encourage a diverse and appealing city scape, which will include provisions for stepped mid-rise buildings, architectural enhancements to the skyline and quality landmark architecture.

**Feedback from the Public**

This section of the report reviews the feedback that was received from the community, advises whether the comments are reflected in the Concept Master Land Use Plan, and suggests items to be undertaken during the next stage in the project review process.

Staff asked the public to provide their feedback on four fundamental themes including:

- On-site park distribution and orientation;
- On-site distribution of density (noting that no additional density is proposed);



- On-site distribution of tall buildings (to increase separation between tall buildings and to encourage a range of building heights on-site); and
- On-site distribution of commercial and non-residential uses (Attachment 3).

Staff received 190 responses via feedback forms. Respondents were generally supportive of the refinements to the OCP/CCAP that were suggested in the Proposed Master Land Use Plan. Overall, approximately 71% of those who completed a feedback form either supported or had a neutral opinion of the proposed refinements to the CCAP.

Table 8: Feedback Form Responses Summary

	Support/Neutral	Do not support	Don't know/other
Park distribution/shape	76% (63% and 13%)	18%	6%
Density distribution	72% (63% and 9%)	22%	5%
Building height distribution	65% (52% and 13%)	28%	8%
Commercial/non-residential distribution	69% (57% and 12%)	23%	8%

Although the completed feedback forms indicate that the majority of respondents either supported or had a neutral opinion of the proposed refinements to the CCAP, staff have carefully reviewed the comments. Comments from respondents who indicated that they do not support elements of the Proposed Master Land Use Plan have been organized into six themes and are summarized below in an order that reflects the number of respondents who provided non-supportive comments regarding the issue. Supplementary information is included in Attachment 7.

**1. Perception that the City Centre transportation system and associated infrastructure is unable to manage current volumes and will be further stressed if the subject site redevelops**  
Thirty two (32) respondents (17%) expressed concerns that include the following: traffic congestion, insufficient parking, loss of free parking on the subject site, necessity of providing a free park and ride facility, insufficient Canada Line capacity (current and future), and dissatisfaction with transit and/or absence of an integrated transit system.

In response to these concerns, the proposal was reviewed with consideration of existing City transportation policies and objectives and was found to support Council approved objectives as summarized in the table below.

Table 9: Compliance with transportation policy/objectives summary

Policy/objective	Y/N	Concept Master Plan response
City Centre Transportation Plan	Y	The density and land uses proposed on-site are consistent with the existing supported CCAP and do not change the population and/or land use assumptions that were applied in the development of the City Centre Transportation Plan.
Transit Oriented Development (TOD)	Y	-The Concept Master Plan proposes to increase the network of connections and mobility options within the City Centre, which is consistent with the City Centre Transportation Plan. -Phased redevelopment of the site will be conditional to construction of transportation and infrastructure improvements (including but not limited to new roads [i.e. extension of Hazelbridge Way, Cooney Road, and new East/West street], improvements to existing roads and intersections, new off-street bicycle facilities along Cooney Road and Lansdowne Road, providing new/upgrading existing sidewalks along all streets, Mobility Hub(s) to support multi-modal transportation, including a "Kiss and Ride", etc.)

Policy/objective	Y/N	Concept Master Plan response
On-site parking	Y	<p>-Although the Lansdowne Centre shopping centre currently provides free parking to mall patrons and employees, the City's Zoning Bylaw and other parking related policies do not require a private property owner to provide free on-site "Public Parking".</p> <p>- During the next stage in the OCP/CCAP amendment review process, Transportation staff will evaluate whether a portion of required commercial parking should be secured during future rezoning applications for short term (hourly) "Public Parking".</p>

### *Suggested Next Steps*

Staff recommend that during the next stage of the OCP/CCAP amendment review process:

- A suitable location is identified for a "Kiss and Ride" space on the site that is part of an integrated on-site Mobility Hub(s), which is consistent with City Transportation staff objectives to support the use of alternative forms of transportation to arrive at the Canada Line station (walking, rolling, cycling, car share, transit) rather than construction of a designated Park and Ride structure, which would encourage more driving to/from the City Centre. A Mobility Hub is a planned place where different modes of transportation (walking, rolling, cycling, car share, transit) seamlessly come together and where there is an intensive concentration of working, living, shopping and/or playing.
- Staff develop design guidelines that are specific to the site to support more pedestrian and bike friendly streets and connections (i.e. alternative road standards, provisions for temporary road closures and special events, special landscape features, more and wider connections, attractive and functional commercial and residential streetscapes, etc.).
- Options for parking that would service the Major Park are considered.
- Building on the City's commitment to TOD and sustainability, incentives that support transit and alternative modes of transportation are developed including:
  - On-site Mobility Hub(s).
  - Parking reductions for residential and commercial/office uses along the No. 3 Road transit corridor.
  - Architectural design to accommodate the future impact of self-driving cars, the increasing popularity of car share programs, and inclusion of adaptable building design provisions for parking areas that consider a car-less future, etc.

### *2. Perception that the City Centre is currently overdeveloped/too dense*

Twenty six (26) respondents (14%) did not support redevelopment of the site generally and expressed concerns related to any development that would: change existing commercial services, affect the amount of available and free parking on the site, introduce residential development and/or more people in the City Centre, and/or affect community character and identity.

The Council adopted CCAP, which included significant community consultation, establishes the density and land uses that are supported within the City Centre and the subject site. The Concept Master Land Use Plan maintains the overall on-site density (2.7 FAR) and mix of land uses that are supported by the existing CCAP, as well as the on-site organization of density that was suggested by the Proposed Master Land Use Plan.

### *Suggested Next Steps*

Staff recommend that during the next stage of the OCP/CCAP amendment review process, staff develop design guidelines that are specific to the site to encourage a vibrant City Centre community with a mix of land uses, which may prioritize public realm spaces (physical and

visual), include purposeful development of family oriented housing, optimize the use of underground space (i.e. multiple levels of below ground parking), inclusion of time-mix provisions (day/night vibrancy).

### *3. General lack of support for tall buildings on the site*

Seventeen (17) respondents (9%) expressed concerns that include the following: tall buildings will impact existing views of the North Shore, too many tall buildings have already been constructed in the City Centre, building heights along park frontages should be decreased or increased, on-site dispersal of tall building should be increased or decreased, tall buildings are not a desirable form of development and result in over densification, and there is a general shortage of interesting building forms in the City.

Richmond's flat topography, high water table and building height restrictions resulting from existing and proposed new Airport Zoning Regulations affect the available building massing options. These limitations are considered in the CCAP design guidelines, which include provisions related to minimum tower separation, maximum tower floorplate size, skyline articulation and diversity of building form. The Concept Master Land Use Plan, which proposes lower building heights for some towers and strategic mid-rise building heights, is consistent with existing CCAP guidelines and additional proposed new aeronautical zoning regulations as summarized in a previous section of this report.

Table 10: Compliance with CCAP objectives for tall buildings and proposed new aeronautical zoning regulations summary

Policy/objective	Y/N	Concept Master Land Use Plan response
CCAP guidelines	Y	<ul style="list-style-type: none"> <li>-Tower building forms are concentrated within a 5 minute walking distance from a Canada Line station.</li> <li>-Tower building forms are proposed in strategic locations (to frame the park and public amenity area, to introduce density to support Hazelbridge Way's designation as a retail high-street, to increase separation between tall buildings, to reduce privacy and shadow impacts on adjacent development and at ground level, to support a varied skyline and distinct village character).</li> <li>-A variety of building heights are proposed.</li> </ul>
Proposed new Aeronautical Zoning Regulations	Y	The Concept Master Land Use Plan decreases building heights for some tall buildings by 1 to 2 storeys.

### *Suggested Next Steps*

Staff recommend that during the next stage of the OCP/CCAP amendment review process, site specific design guidelines are developed to encourage a diverse and appealing cityscape, which may include provisions for stepped mid-rise buildings, slim tower profiles, architectural enhancements to the skyline, high quality landmark architecture, increased separation between tall buildings, increased sunlight penetration to the public realm.

### *4. Perception that non-residential uses (commercial/office) should be permitted throughout the site*

Fifteen (15) respondents (8%) clarified that they do not support restricting non-residential use to designated areas of the subject site and instead prefer maintaining the existing CCAP's support for mixed used development throughout the entire subject site.



### *Suggested Next Steps*

The CCAP supports compatible land uses throughout the subject site to reduce non-work trips and travel outside the neighbourhood, and to encourage social interactions, community vibrancy and commercial viability. The entire site is within an approximately eight minute walking distance from the Canada Line station where mixed use development is generally supported. Based on these considerations and the feedback that was received, staff recommend that non-residential uses be permitted throughout the site.

### *5. Perception that:*

- a) The proposed Major Park shape/orientation does not respond to the community's needs.*
- b) There is an existing oversupply of City park or an undersupply of City park.*

Eleven (11) respondents (6%) expressed concerns that include the following related to the proposed distribution and orientation of the Major Park: active uses will not be accommodated within an urban park, Lansdowne Linear Park would be limited to a wide sidewalk, pedestrian connections need weather protection, and residents will be affected by park related noise/nuisance/crime. Eight (8) respondents (4%) expressed concern that on-site park area is being either over or under supplied.

The distribution and orientation of the proposed 4 hectares (10 acres) Major Park the in the Concept Master Land Use Plan is supported by Parks and Planning and Development staff and complies with CCAP objectives for the Major Park as summarized in the following table.

*Table 11: Compliance with Major Park objectives summary*

Policy/objective	Y/N	Concept Master Plan
CCAP guidelines	Y	Increases the amount of park area within a 5 minute walking distance from the Canada Line station.
	Y	Establishes a series of four distinct and well-connected spaces that encourage and accommodate a range of public use (active and passive) and contribute to a civic focus. Major Park is part of the larger, interconnected system of City park spaces that includes Middle Arm Waterfront Park, Aberdeen Park, and the Lansdowne Linear Park.
	Y	The OCP and the CCAP establish a quantity standard for the provision of City wide and City Centre specific parks and open space. Provision of 4 hectares (10 acres) of park at the 20.2 hectares (50 acres) site is included in the OCP as one of the new parks that will contribute to achieving the standard.

Conditional to Council adopting an OCP/CCAP amendment bylaw and a Final Master Land Use Plan for this property, a separate park planning process would be led by Parks Services staff and would begin with the development of a park concept, programming priorities and a phasing plan that will be used to guide future park development. Public consultation would be undertaken as part of the process. Detailed park design would be carried out in phases coinciding with the milestones identified in the phasing plan and coordinated with the phased development of the site.

### *Suggested Next Steps*

Staff recommend that during the next stage in the OCP/CCAP amendment review process:

- Staff develop site specific design guidelines to enhance the frontages along public amenity spaces, parks, plazas, and designated retail high-streets to encourage high quality public amenities that will encourage social connectedness, public gathering and accommodation of special events.

- The Implementation Strategy suggests how the Major Park would be secured in phases. The existing CCAP designates the Major Park's perimeter as a Park Frontage Enhancement Area. While the full 4 hectares (10 acres) Major Park area will be seamlessly developed and programmed, the Implementation Strategy would include a strategy to secure 0.49 hectare (1.23 acres) of the Major Park through public right of passage agreements and 3.5 hectares (8.77 acres) of park land acquisition as determined by the CCAP and the existing Parks Development Cost Charges (DCC) program. This administration detail does not change the total area of the Major Park. Similar to the accommodation of displaced floor area resulting from proposed changes to aeronautical zoning, adjustments to mid-rise building massing would accommodate the changes to building floor area.

#### 6. Other comments

The comments section of the feedback form provided an opportunity for respondents to provide general comments. The following is a summary of general comments that were provided by some members of the public, staff comments follow in italics. Staff do not recommend any further action in response to these comments.

- Encourage/require the applicant to provide Affordable Housing and/or family oriented housing on the site Affordable Housing.

*Consistent with standard practice, incremental redevelopment of the site will be required to comply with the Affordable Housing (AH) Strategy that applies at the time of redevelopment. The current AH Strategy requires that 10% of market residential floor is secured as AH and defines an appropriate ratio of family friendly units.*

*Staff will also work with the applicant to define an appropriate ratio of family friendly units in response to City policy that encourages development of family friendly units.*

- Support for the proposal conditional to construction of an on-site hospital and/or school.

*Existing and proposed land use designations on the site permit construction of a hospital and/or school. Construction of a hospital/school is subject to purchase of property from the property owner.*

*Following the public information meetings and closure of the LetsTalkRichmond.ca website on March 4, 2018, on March 29, 2018, the BC provincial government announced the renewal and expansion of the Richmond Hospital.*

*Staff will maintain open communication with School District staff as they assess the feasibility of purchasing a site on the subject property to construct an elementary school.*

- Reference to residential ownership restrictions (i.e. restrict foreign ownership).

*Existing legislation does not provide Local Government with tools to regulate tenancy of unsecured non-rental property.*

#### Associated Reports & Processes

If the Concept Master Land Use Plan is endorsed by Council and work continues toward the development of a Final Master Land Use Plan, Council would receive a series of reports regarding matters that are related to the future redevelopment of the site but that are outside the scope of the OCP/CCAP amendment review and reporting process. The following reports would be brought forward for consideration by Council either before or after successful adoption of the proposed OCP/CCAP amendment bylaw and Final Master Land Use Plan for the subject site.

- Park
  - a) Major Park Programming and Event Plan
 

In order to support a high level of civic use of the proposed Civic Plaza and Centre Park and Event Space, the programming and event plan will develop options for the development and operation of the facilities, infrastructure and parking. The options that will be presented to Council may include models for coordinating with the property owner.
  - b) Park Plan
 

The park would be acquired and developed in phases (to be considered in the Implementation Strategy). A park planning process to define the program priorities and conceptual design framework would be led by Parks Services staff and would be presented to Council in a future report. Subsequently, park development is expected to be undertaken in phases as portions of the Major Park are acquired through future phased rezoning applications.
- City Community Amenity Building
 

As part of the OCP/CCAP amendment process, a possible location for a City owned amenity building has been identified at the site's most prominent and desirable corner. The space will be secured through a future rezoning process as the scope of the OCP/CCAP amendment process is limited to identifying a location for a City owned amenity. Prior to securing the space through a rezoning process, the use and function of the building(s) will be decided by Council through a separate process.
- Public Art
 

The public art plan for this site will be undertaken through a separate process led by the Public Art Planner.
- District Energy
 

The district energy (energy plant with an alternative energy source) implementation plan for this site would be undertaken through a separate process led by Lulu Island Energy Company (LIEC) staff and include introduction of a service area bylaw and consultation with Council. A separate legal parcel would be negotiated for the plant and staff would work with the applicant to determine an appropriate size and location for the plant facility. Realization of the plant and on-site district energy would occur through individual rezoning and Development Permit applications.

### **Financial Impact or Economic Impact**

There is no financial impact associated with endorsing the Concept Master Land Use Plan to proceed toward finalizing the Master Land Use Plan and Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments, as well as developing an Implementation Strategy.

### **Conclusion**

Vanprop Investments Ltd. has applied to the City of Richmond to amend the City's Official Community Plan (OCP) and the City Centre Area Plan (CCAP), for the site at 5300 No. 3 Road to permit refinements, rather than significant modifications, to the OCP/CCAP. The proposed amendments include changes to the distribution and orientation of the 4 hectares (10 acres) Major Park, and changes to the organization of density and building heights on the site. The proposed amendments would result in community benefits that include but are not limited to:

- Increasing the amount of Major Park area within a 5 minute walking distance from the Canada Line station while supporting the introduction of a series of distinct and well-connected civic spaces that encourage public use and a range of active and passive park uses;
- Gradually transitioning from very high density to medium density development on the site while supporting the City's commitment to Transit Oriented Development and sustainability by maintaining 74% of the overall on-site density within a 5 minute walking distance from the Canada Line station;
- Supporting skyline articulation and a diversity of building forms and heights by suggesting tower buildings in strategic locations, increasing separation between tall buildings, proposing a variety of building heights, and maintaining a maximum 25 m building height east of Cooney Road.
- Increasing the network of connections and mobility options on the site by proposing new streets, new multi-use pathways, smaller more pedestrian friendly blocks, and supporting sustainability and alternative transportation initiatives.

These amendments were considered and generally supported by stakeholders and the community. The results of the community consultation indicate that approximately 71% of those who completed a feedback form either supported or had a neutral opinion of the proposed refinements to the CCAP. Based on this feedback from stakeholders and the community, and on-going staff review, staff are seeking Council's endorsement of the Concept Master Land Use Plan (Attachment 2) for the Lansdowne Centre shopping centre property to support the next stage in the review process. This includes finalizing the following for Council consideration:

- A Final Master Land Use Plan;
- Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments;
- New Development Permit Guidelines that are specific to the subject site; and
- An Implementation Strategy.



Diana Nikolic, MCIP  
Senior Planner/Urban Design

DN:cas

Attachment 1: Location Map

Attachment 2: Concept Master Land Use Plan

-Simplified Plan View

-3D View (with reference to building impacted by proposed changes to existing aeronautical zoning)

Attachment 3: Specific Land Use Map: Lansdowne Village (2013)

Attachment 4: Proposed Master Land Use Plan and Sequential Rationale for Proposed OCP/CCAP Refinements

Attachment 5: Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

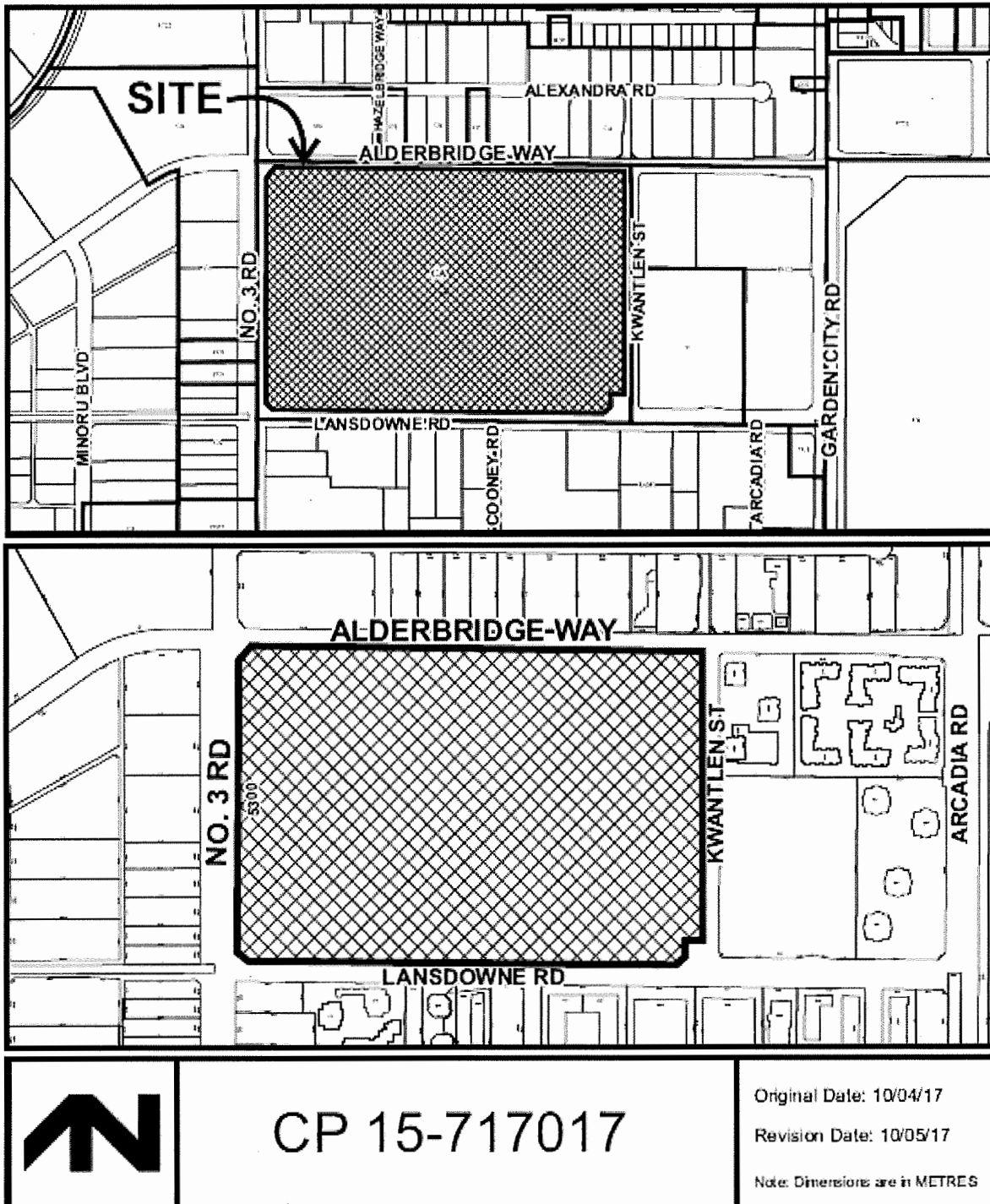
Attachment 6: "Formal Community Consultation – Lansdowne Centre" (January – March 2018) prepared by applicant's consultant

Attachment 7: Community Consultation Feedback Summary

Location Map



City of  
Richmond





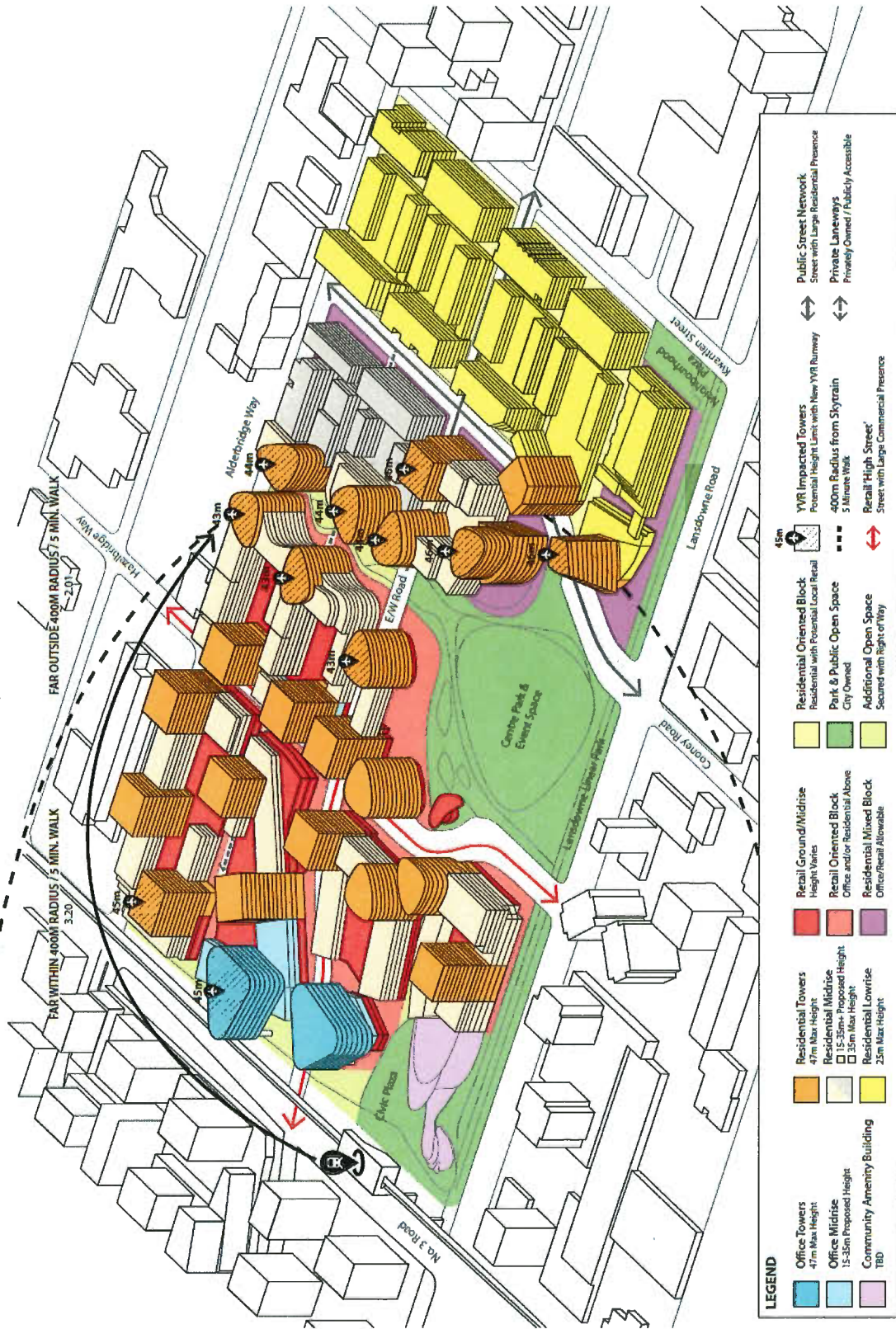
# ATTACHMENT 2

## Concept Master Land Use Plan

Simplified Plan View (with reference to buildings impacted by proposed changes to existing aeronautical zoning)

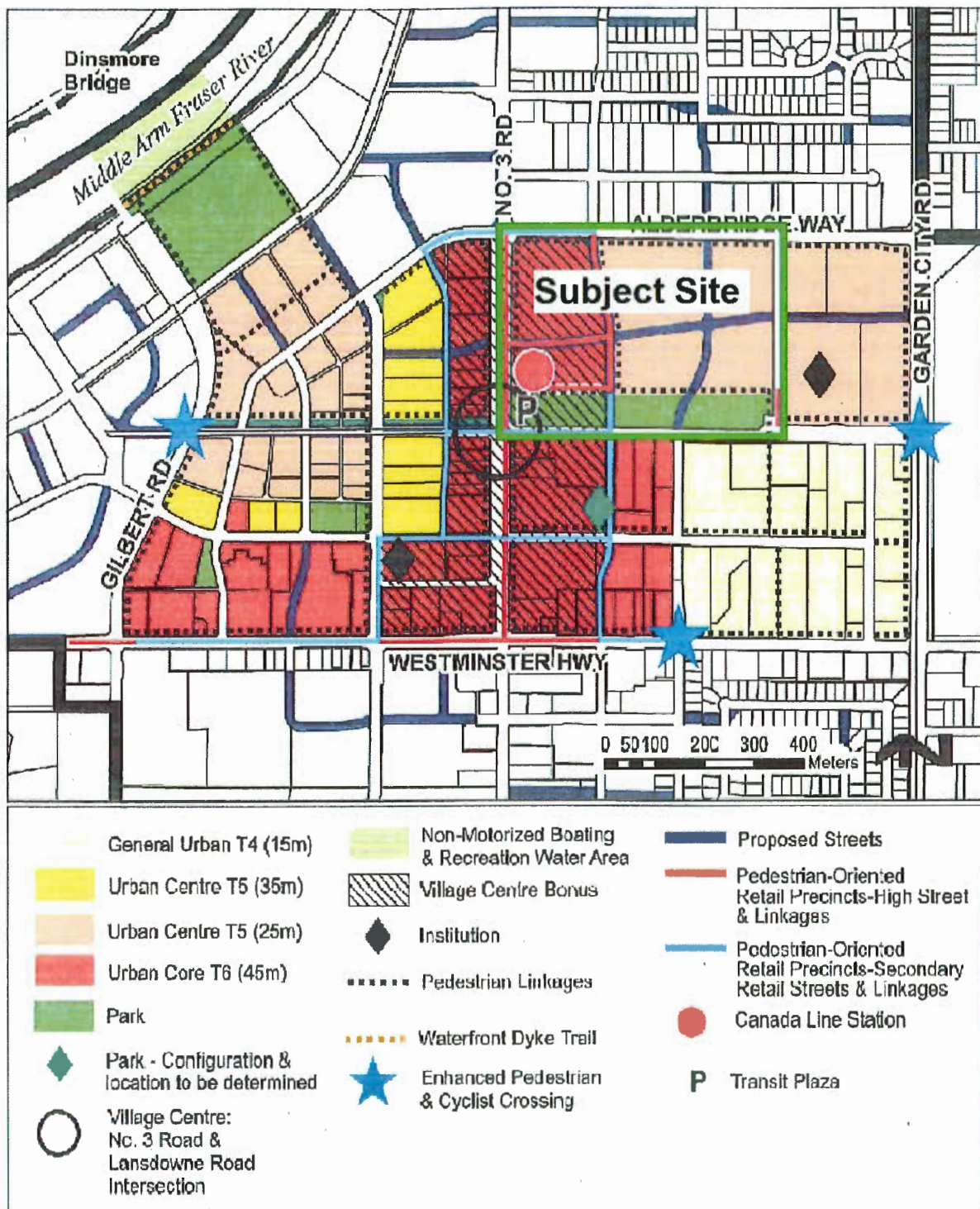


Concept Master Land Use Plan  
3D View (with reference to buildings impacted by proposed aeronautical zoning)





# Specific Land Use Map: Lansdowne Village (2031) Bylaws 8427 & 8516 2010/09/13



# Proposed Master Land Use Plan and Sequential Rationale for Proposed OCP/CCAP Refinements

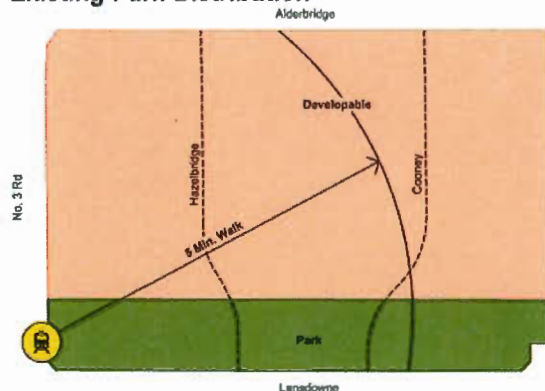
## Proposed Master Land Use Plan



The Proposed Master Land Use Plan suggested revising the distribution and orientation of the required Major Park that the CCAP identifies for this site

*Note: Detailed design of the park and associated public consultation will be undertaken through separate future planning processes.*

### Existing Park Distribution



#### Summary:

- One park along Lansdowne Road

### Proposed Park Distribution



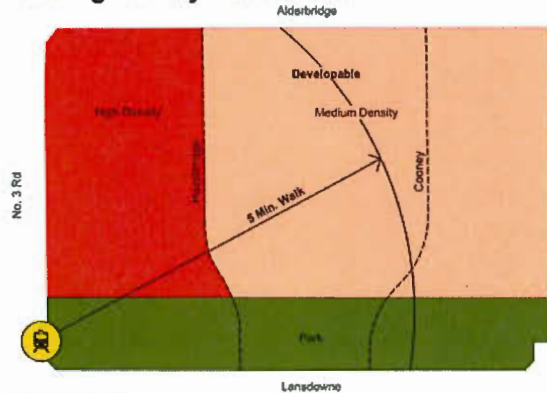
#### Summary:

- Four distinct & connected park areas
- Same amount of park but more park area within a 5 minute walking distance of the Canada Line Station



Once the Major Park distribution and orientation were established, the remaining developable portion of the site was considered.

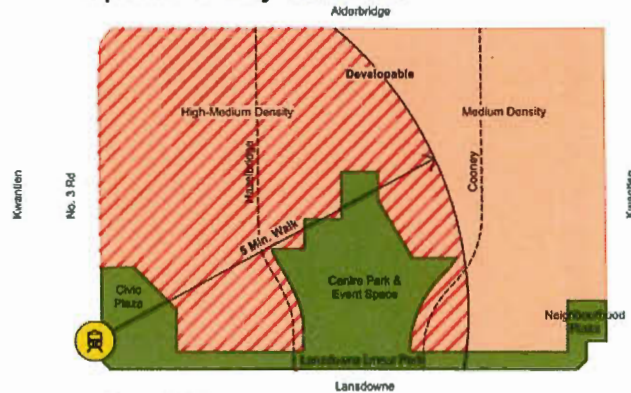
### Existing Density Distribution



#### Summary:

- Concentrated high density development
- Shadow and overlook impacts on streets & public spaces

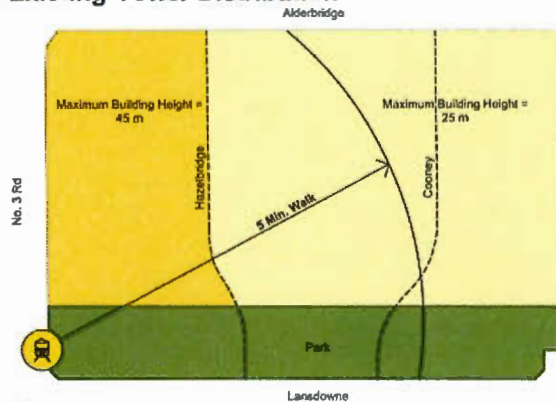
### Proposed Density Distribution



#### Summary:

- Blended high-medium density development
- Gradual density transition
- Same amount of park but more park area within a 5 minute walking distance from the Canada Line station
- More separation between buildings
- Sunnier streets & public spaces

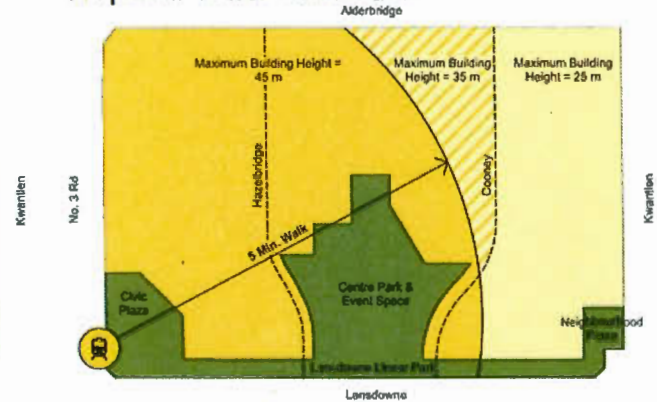
### Existing Tower Distribution



#### Summary:

- Concentration of high-rise towers
- Minimum separation between high-rise towers
- Shadow impacts on streets & public spaces
- Privacy & view corridor impacts

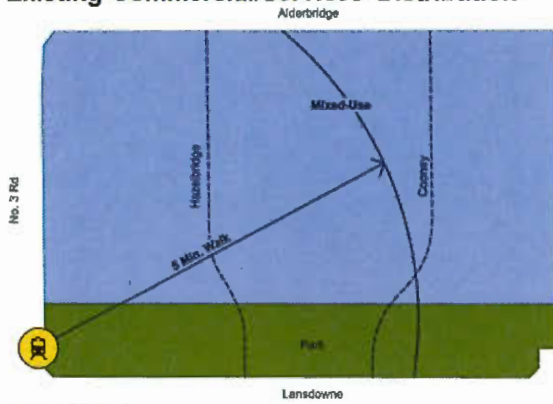
### Proposed Tower Distribution



#### Summary:

- More separation between high-rise towers
- More variety of building heights
- Sunnier streets & open spaces
- Preservation of view corridors

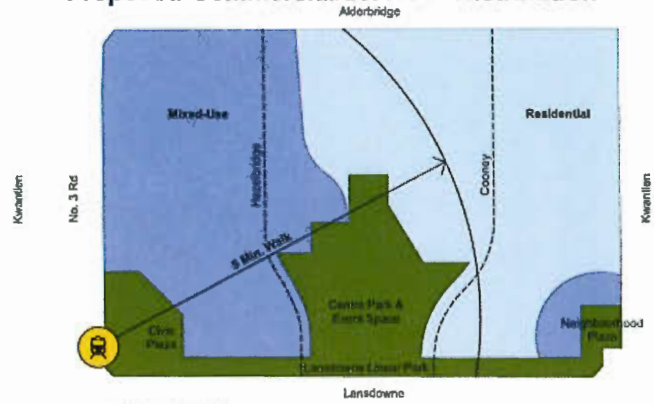
### Existing Commercial/Services Distribution



#### Summary:

- Mixed uses permitted on the site

### Proposed Commercial/Services Distribution



#### Summary:

- Strategic concentration of mixed land uses

## **Stakeholder Meeting Summary Kwantlen Polytechnic University (KPU)**

**Meeting Date**

31 January 2018

**Attendees:**

Alan Davis, President and Vice Chancellor, KPU  
Salvador Ferreras, Provost & Vice President, Academic, KPU  
Marlyn Graziano, Vice President, External Affairs, KPU  
Jon Harding, Vice-President Finance and Administration, KPU  
Jim Cox, Executive Vice President, Vanprop Investments Ltd.  
Jesse Galicz, Vice President, Development, Vanprop Investments Ltd.  
Diana Nikolic, Senior Planner, City of Richmond

**Meeting Purpose:**

On December 11, 2017, Council endorsed staff's recommendation to manage an applicant undertaken community consultation process regarding the Proposed Master Land Use Plan for the phased redevelopment of the Lansdowne Centre shopping mall site, which is located at 5300 No. 3 Road.

The consultation plan, which was endorsed by Richmond City Council, includes consultation with stakeholders, including Kwantlen Polytechnic University (KPU).

On January 31, 2018, Vanprop hosted a meeting that was attended by KPU representatives and City staff at the Vanprop office at Lansdowne Centre.

**Actions/Outcomes:**

- KPU and Vanprop will discuss opportunities for KPU to use vacant commercial retail units in the Lansdowne Centre shopping mall, for example, acupuncture/traditional Chinese medicine teaching clinic, music program off-site space, display/pop-up showcasing School of Design student work and projects.
- Notification of the scheduled public information meetings regarding the Proposed Master Land Use Plan for the Lansdowne Centre shopping mall to be forwarded to Marlyn Graziano.  
Complete: 9 February 2018

**Discussion:**Project Overview:

The applicant provided an overview of the proposal and the associated proposed amendments to the City's Official Community Plan (OCP) and City Centre Area Plan (CCAP), which are refinements rather than significant modifications to the existing plans. The applicant provided information about the consultation process, including the scheduled public information meetings (Saturday, February 17 and Thursday, February 22, 2018).

**Proposed Master Land Use Plan overview:**

- The proposed amendments to change the on-site distribution of building density and height, and land uses maintains the City Centre Area Plan's objective to concentrate the greatest building density, building heights, mix of land uses, and public amenities within a five minute walking distance from the Lansdowne Canada Line station.
- No additional density is proposed.
- The site is 20.2 hectares (50 acres). Ten acres would be secured as City owned park and supplementary open and public spaces would be provided.
- Lansdowne Road is a 'ceremonial street' and the location of the City's future parade route.
- Pedestrian/cycling/vehicle linkages are proposed throughout the site.
- The proposal includes:
  - Approximately 4.5 million ft<sup>2</sup> of development
  - Approximately 3.8 million ft<sup>2</sup> of residential development that would introduce approximately 4,000 units and 8,000 people.

Development process and timeframe:

- Anticipated development timeframe extends to 2025.
- Subject to Council approval of the Proposed Master Land Use Plan and associated Official Community Plan (OCP) and City Centre Area Plan (CCAP) policy amendments, rezoning and Development Permit applications would follow in the future. Ideally, the developer intends to commence the construction process in two to three years.
- Development is planned to start on the east side of the property abutting KPU. The second major phase of development would occur at the northwest corner of the site and would include pedestrian oriented retail development and larger format retail space above.

KPU interests/comments:

- KPU is generally supportive of redevelopment of Lansdowne Centre.
- KPU's Richmond campus population is approximately 11,000 students.
- KPU has a strong history of working with the City, for example, KPU Farm School and the Garden City Lands, and is interested to developing synergy with Vanprop/Lansdowne Centre.
- KPU has an interest in the inclusion of performance space in the future community amenity building, as well as interest in an outdoor bandstand/performance space being included in the proposed five acres Centre Park and Event Space.
- KPU supports City amenities at the Lansdowne site, including the introduction of the proposed section of Lansdowne Linear Park.

Student Housing

- All KPU campuses are currently 'commuter' campuses. On-site housing is not available.
- The Richmond KPU campus is one of five campuses and has the highest percentage of international students. As a result, the shortage of available rental housing for students is an even greater concern for this campus.
- KPU supports introduction of rental housing that could potentially house students.



Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

- The upcoming budget may provide KPU with opportunities for expansion of the on-site programs offered at the campus and potentially the provision of student housing in the future. Proximity to the Canada Line station means that KPU's on-site parking is underutilized and this area could be used differently in the future.

### Proposed Master Land Use Plan

- The development may include purpose built rental housing at the western 1/3 of the site. This area is included in the second phase of development and would not commence for at least 5 years.
- The developer would be required to provide Affordable Housing in accordance with the City's Affordable Housing Strategy through the rezoning process. Development that includes more than 60 units is currently required to secure 10% of residential floor area as Affordable Housing unit floor area.

### **Proposed Master Land Use Plan**



## Stakeholder Meeting Summary School District 38

### Meeting Date

18 June 2018

### Attendees:

Frank Geyer, Executive Director, Planning and Development, School District 38  
Anne Lee, Planner, Planning and Development, School District 38  
Roy Uyeno, Secretary-Treasurer, School District 38  
Jesse Galicz, Vice President, Development, Vanprop Investments Ltd.  
Kim McInnes, CEO, Vanprop Investments Ltd.  
Diana Nikolic, Senior Planner, City of Richmond

### Meeting Purpose:

On December 11, 2017, Council endorsed staff's recommendation to manage an applicant undertaken community consultation process regarding the Proposed Master Land Use Plan for the phased redevelopment of the Lansdowne Centre shopping mall site.

The consultation plan, which was endorsed by Richmond City Council, includes consultation with stakeholders, including School District.

Link to report:

[https://www.richmond.ca/shared/assets/4\\_OCP\\_Lansdowne\\_Shopping\\_Centre\\_PLN\\_12051749019.pdf](https://www.richmond.ca/shared/assets/4_OCP_Lansdowne_Shopping_Centre_PLN_12051749019.pdf)

Link to Lansdowne Village Specific Land Use Map and Transect Descriptions:

[https://www.richmond.ca/shared/assets/specific\\_map\\_transect\\_lansdowne23857.pdf](https://www.richmond.ca/shared/assets/specific_map_transect_lansdowne23857.pdf)

Consultation with School District includes:

- Upon receipt of the application, City staff notified the School District with a first, early notification and opportunity to comment regarding the Proposed Master Land Use Plan for phased redevelopment of Lansdowne Centre.
- Meetings with individual School District employees – ongoing.
- January 11, 2018 stakeholder meeting hosted at the Vanprop office at Lansdowne Centre.
- June 18, 2018 stakeholder meeting hosted at the Vanprop office at Lansdowne Centre.

### Actions/Outcomes:

#### School District

School District staff will bring forward the Draft Final Long Range Facilities Plan (LRFP) for consideration and receipt by the Board of Education at the end of June. The final LRFP is targeted for completion, once the new Board is elected and orientated in late Fall 2018 and following public consultation in late Winter/early Spring 2019, in Spring 2019. During that time, the Board of Education will be asked to consider:

- Whether to pursue a school at this site;
- Future school location (Option A/B or alternative option);

Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

- Future school delivery time frame (Option A = +10 years, Option B = 5 years, Option C = +10 years;
  - Open space opportunities associated with proposed sites; and
  - Costs
    - (a) Purchasing an air space parcel
    - (b) Purchasing approximately 4,600m<sup>2</sup> (50,000 ft<sup>2</sup>) of constructed space compared to purchasing a site/air space parcel and constructing approximately 4,600 m<sup>2</sup> (50,000 ft<sup>2</sup>)
- Note: market costs apply.

#### School District Staff

City staff have requested that School District staff provide:

- a) A written response to the early notification dated November 23, 2016, which will be attached to staff's upcoming report to Council that will summarize the public consultation process and the associated outcomes; and
- b) A written update regarding the outcome of the School Board's consideration of a school at the subject site.

#### City Staff

City staff will coordinate a meeting date/time to facilitate discussion between City Parks staff and School District staff regarding park sharing opportunities.

#### **Discussion:**

##### Project Overview:

The applicant provided a general overview of the proposal and the associated proposed amendments to the City's Official Community Plan (OCP) and City Centre Area Plan (CCAP), which are refinements rather than significant modifications to the existing plans. No additional density is proposed, the proposed density is consistent with the CCAP supported density over the site. The applicant provided information about the consultation process, including the public information meetings that were hosted in February 2018.

It is estimated that approximately 9,000 people will live within the development once it is complete. At this time, it is difficult to confirm details related to the number of anticipated family friendly units. The applicant anticipates that phased redevelopment would start at the northeast portion of the site followed by development of the northwest portion of the site. The Centre Park and Event Space is anticipated to be developed during the final phases of development.

Neither the site's Urban Core (T6) or Village Centre Bonus (VCB) designation in the City Centre Area Plan (CCAP) include provisions to acquire land/building for the School District. The City of Richmond administers the collection of School Site Acquisition Charges (SSAC) on all residential development. The money that is collected is distributed to the School District.

In January 2018, the applicant and City staff met with School District staff as part of the stakeholder consultation process. On June 18, 2018, School District staff provided updates/clarification regarding information that was previously shared:

- The School District intends to secure 1 additional elementary school within the City Centre area (approximately 4,600m<sup>2</sup> [50,000 ft<sup>2</sup>] for capacity of 510 students). At the same time, the

Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

School District has provisions in place to accommodate students by expanding existing schools in the case that a new school is not developed.

- Student access to a playfield is needed for delivery of the school curriculum. A typical playfield for a K- Gr 7 elementary school would be approximately the size of a U12 soccer field (55m x 75m), which is approximately 1 acre. In addition, outdoor play space in the form of playgrounds and paved play areas must be provided. A good rule of thumb is 1-2 acres for outdoor play and sports spaces.
- It would be anticipated that the travel mode for the majority of students would be by walking. A small student drop-off zone for passenger vehicles and school bus would be required for daily arrival and dismissal. Staff have clarified that pick-up/drop-off activities would be required to be accommodated on-site.

#### Potential On-Site School Location:

Following up on an understanding that the School District is interested in exploring the feasibility of introducing a new school site within the City Centre, and interest expressed by members of Council to consider the feasibility of accommodating a school on the site, Vanprop suggested two options for school site locations. With either option, arrangements could be made for the school to be constructed by the developer or by the School District independently. All 3 options would have access to designated rooftop space for school use.

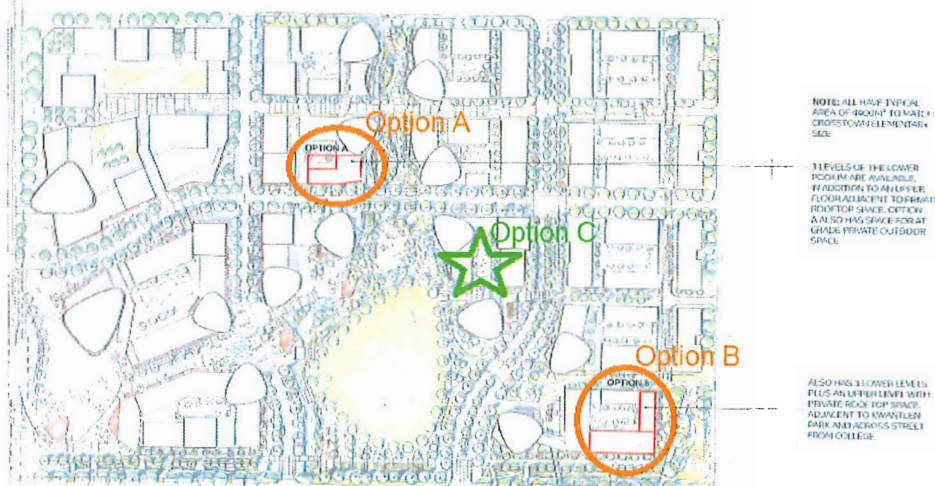
#### *Location A:*

- Abuts a north/south greenway that would be secured by a right of way (i.e. this area would not be owned by the City)
- Play space co-used by school and the public
- Delivery timeframe : Approximately +10 years (i.e. in the final phases of development)
- Site is located on the western half of the property

#### *Location B:*

- Abuts the Neighbourhood Plaza and Lansdowne Linear Park, which will both be owned by the City.
- Delivery timeframe: Approximately 5 years (i.e. within the first phases of development)

Image: School Site Options Prepared by Applicant





### Alternative location(s):

Option C: Proposed by City staff

- Site abuts Centre Park and Event Space.
- Development time frame is similar to Option A (+10 years)
- The feasibility of locating a school at this alternative location was not reviewed by the applicant as part of their preliminary analysis.

Other:

- Other possible locations may be explored subject to interest from the applicant and the School Board in considering options and articulation of School District needs including confirmation regarding outdoor play space requirements.
- Interest in co-locating before/after school care on-site or within immediate proximity of a new school. (The CCAP identifies this site as a child care priority location. The use and function of City owned amenity building(s) on-site will be a Council decision.

### Proposed Master Land Use Plan



## Stakeholder Meeting Summary TransLink

### Meeting Date

20 March 2018

### Attendees:

Allie Biggs, Planner, Partner Planning, TransLink  
 Wisdom Chan, Transportation Engineer, TransLink  
 Jane Pickering, Senior Manager, Development Services, TransLink  
 Jennifer Randall, Real Estate Development Manager, Development Services, TransLink  
 Olivia Zhuang, Project Management Specialist, Development Services, TransLink

Jim Cox, Executive Vice President, Vanprop Investments Ltd.  
 Jesse Galicz, Vice President, Development, Vanprop Investments Ltd.

Fred Lin, Senior Transportation Engineer  
 Diana Nikolic, Senior Planner, City of Richmond

### Meeting Purpose:

On December 11, 2017, Council endorsed staff's recommendation to manage an applicant undertaken community consultation process regarding the Proposed Master Land Use Plan for the phased redevelopment of the Lansdowne Centre shopping mall site.

The consultation plan, which was endorsed by Richmond City Council, includes consultation with stakeholders, including TransLink.

Link to report:

[https://www.richmond.ca/shared/assets/4\\_OCP\\_Lansdowne\\_Shopping\\_Centre\\_PLN\\_12051749019.pdf](https://www.richmond.ca/shared/assets/4_OCP_Lansdowne_Shopping_Centre_PLN_12051749019.pdf)

Link to existing Lansdowne Village Specific Land Use Map and Transect Descriptions:

[https://www.richmond.ca/shared/assets/specific\\_map\\_transect\\_lansdowne23857.pdf](https://www.richmond.ca/shared/assets/specific_map_transect_lansdowne23857.pdf)

To date, consultation with TransLink includes:

- Upon receipt of the application, City staff notified TransLink with a first, early notification and opportunity to comment regarding the Proposed Master Land Use Plan for phased redevelopment of Lansdowne Centre
- March 20, 2018 meeting hosted at the Vanprop office at Lansdowne Centre. The following is a summary of the March 20, 2018 meeting.

### Actions/Outcomes:

The scope of the current application includes only an Official Community Plan (OCP) and City Centre Area Plan (CCAP) amendment. The Proposed Master Land Use Plan proposes to reorganize on-site density, height and land uses, and to change the shape of the 4 hectares (10 acres) City park that the CCAP identifies for this site. No changes in land use or overall density are proposed.

Allie will coordinate and forward a written response to staff's early notification of the applicant's OCP/CCAP amendment application from TransLink's Partner Planning department. The Proposed Master Land Use Plan would not affect:

- The land uses and density supported by the existing CCAP. The comprehensive consultation process associated with the introduction and adoption of the CCAP included consultation with TransLink
- The Proposed Master Land Use Plan respects the existing right of ways that are registered on the property that secure TransLink's interests associated with the abutting guideway and Lansdowne Canada Line Station.

**Discussion:**

Project Overview:

The applicant provided a general overview of the proposal and the associated proposed amendments to the City's Official Community Plan (OCP) and City Centre Area Plan (CCAP), which are refinements rather than significant modifications to the existing plans. The applicant also provided information about the consultation process. Public Information meetings occurred at the mall on Saturday, February 17, 2018 and Thursday, February 22, 2018. The consultation process also includes individual meetings with stakeholders, including TransLink.

**Proposed Master Land Use Plan overview:**

- The proposed amendments to change the on-site distribution of building density and height, and land uses maintains the City Centre Area Plan's objective to concentrate the greatest building density, building heights, mix of land uses, and public amenities within a five minute walking distance from the Lansdowne Canada Line station.
- There is no intention to integrate the existing platforms directly into redevelopment of the site in the future. The existing platforms and at grade connection to the site work well.
- No additional density is proposed.
- The site is 20.2 hectares (50 acres). Ten acres would be secured as City owned park and supplementary open and public spaces would be provided.
- Pedestrian/cycling/vehicle linkages are proposed throughout the site.
- The proposal includes:
  - Approximately 4.5 million ft<sup>2</sup> of development
  - Approximately 3.8 million ft<sup>2</sup> of residential development that would introduce approximately 4,000 units and 8,000 people.

Development process and timeframe:

- Anticipated development timeframe extends to 2025.
- Subject to Council approval of the Proposed Master Land Use Plan and associated Official Community Plan (OCP) and City Centre Area Plan (CCAP) policy amendments, rezoning and Development Permit applications would follow in the future. Ideally, the developer intends to commence the construction process in two to three years.
- Development is planned to start on the east side of the property. The second major phase of development would occur at the northwest corner of the site and would include pedestrian oriented retail development and larger format retail space above.

Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

- The applicant advised that on-site construction west of Hazelbridge Way, where development above two levels of below grade parking is proposed, is not anticipated to require preload.

TransLink interests/comments:

The City and applicant expressed interest in integrating a Kiss and Ride that includes taxi staging and drop off space into the future development. It is assumed that this space would be within the below grade parking area to minimize impact on at grade public spaces. The details would be determined at the rezoning stage, which would follow in the future. TransLink would require data related to current and future demand (with consideration of the proposed incremental phased redevelopment). The City's Transportation Engineer confirmed that this information would be requested from the applicant's consultant and would be shared with TransLink.

It was agreed that defining a referral process between the City and TransLink for development and other activities that are within proximity of the Canada Land and/or a Canada Line station is outside the scope of the stakeholder meeting.

**Proposed Master Land Use Plan**





Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

Letter to staff from TransLink

**TransLink**

400 - 287 Nelson's Court  
New Westminster, BC V3L 0E7  
Canada  
Tel 778.375.7500  
translink.ca

South Coast British Columbia  
Transportation Authority

July 9, 2018

Diana Nikolic  
Senior Planner, Policy Planning Department  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Dear Ms. Nikolic:

**Re: Proposed Official Community Plan Amendment at Lansdowne Centre (CP 15-717017)**

Thank you for the opportunity to provide feedback on the proposed redevelopment of Lansdowne Centre, and for taking the time to meet with TransLink staff on March 20, 2018.

Our comments are provided pursuant to TransLink's legislated mandate to review Official Community Plan (OCP) amendments for regional transportation implications, and based on our [Regional Transportation Strategy](#) (RTS) direction to work with partner agencies in supporting regional objectives and integrated land use and transportation planning. In reviewing such proposals, we also look closely to Metro Vancouver's [Regional Growth Strategy](#) (RGS), and to our [Transit-Oriented Communities Design Guidelines](#) (TOCDGs).

**Transit**

The proposed development is located adjacent to Lansdowne Station on No. 3 Road, which is part of the [Frequent Transit Network](#) (FTN) between Cambie Road and Granville Avenue. The FTN is comprised of a network of corridors where transit service runs at least every 15 minutes in both directions throughout the day and into the evening, every day of the week. As discussed in the RTS, TransLink supports the concentration of growth and development in regionally designated Urban Centres, Frequent Transit Development Areas (FTDAs), and along the FTN. The focus of growth at the proposed development's location in Richmond Centre and on the FTN will advance aligned land use and transportation and therefore shared regional goals.

Given existing bus services operating on No. 3 Road, Lansdowne Road and Kwantlen Street, we request the City contacts us as the development progresses, particularly during the construction phases, to minimize transit service disruptions and in particular to maintain bus access to Lansdowne Station. Should the introduction of new intersections have an impact on the permanent location of any bus stops, please consult with TransLink as early as possible.

Diana Nikolic

July 9, 2018

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During our meeting, the inclusion of a "Kiss and Ride" facility adjacent to Lansdowne Station was discussed. While TransLink currently has no policy on such facilities, we would be open to discussing further the potential provision of such a facility near the station.

#### Walking and Cycling

The Southwest Area Transport Plan (SWATP) recommends improving pedestrian access to Canada Line stations and buses that operate frequently throughout the day. Pedestrian access can be improved by integrating the station area and bus stops into the site design, thereby creating high quality pedestrian connections to transit and throughout the development.

Given that No. 3 Road is identified as part of TransLink's Major Bikeway Network (MBN), and Richmond Centre is identified as an important area for improved cycling, the proposed development represents an opportunity to provide cycling facilities that are comfortable for all people to use. Facilities that meet the needs of multiple cycling users could include off-street paths and on-street bike lanes that are physically separated from traffic.

#### Major Road Network and Regional Goods Movement

No. 3 Road and Alderbridge Way are part of the Major Road Network (MRN). The *South Coast British Columbia Transportation Authority Act* requires TransLink to approve any actions that would:

- Reduce the people moving capacity of the MRN; and/or
- Prohibit the movement of trucks on any road (except for provincial highways), regardless of whether or not that road is part of the MRN.

Should the proposed development introduce a new signalized access at Alderbridge Way and Cooney Road as shown in the Master Plan, TransLink approval is required. In order to further analyze the traffic impact of this proposed access, we kindly request the City provide us with the following at rezoning stage (or the stage most appropriate in the City's processes):

- Rationale for the proposed changes to the MRN;
- Supporting documents (e.g. traffic study or signal warrant analysis); and
- Mitigation measures to demonstrate how impacts on the MRN are to be minimized.

For existing signalized intersections, TransLink also requests the provision of the traffic impact assessment, and any applicable measures that will be taken to preserve MRN capacity.

Going forward, the above information can be provided directly to Patrick Coates, Project Manager for Infrastructure Program Management and Engineering, at [Patrick.Coates@translink.ca](mailto:Patrick.Coates@translink.ca) or 778-375-7583.

Diana Nikolic

July 9, 2018

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### Adjacent and Integrated Development & Real Estate

The location of the proposed development within 10 meters of the Canada Line guideway and 25 meters of the station requires TransLink's approval through the Adjacent and Integrated Development (AID) Project Review Consent Process. This process is required to ensure that associated design risks are addressed and public transit assets remain protected in the development's construction. Engagement in this process is required at the time that rezoning application is made to the City, or if zoning is already in place, at the time of application for development permit.

Key issues to be addressed as part of the AID process include:

- Making subject to TransLink approval all rezoning and/or development approvals for any parcel that (1) is located adjacent to the Canada Line guideway or (2) holds a statutory right of way (SRW) in favour of TransLink. This TransLink approval should be in writing, preferably before completion of rezoning or development permit, and definitely prior to building permit issuance.
- Any road dedications proposed for the property must not encroach on SRWs in favour of the BC Transportation Finance Authority (BCTFA) and/or TransLink for the operation of the transit infrastructure.
- Provision of a comprehensive soil works concept plan for comment and review by TransLink, in advance of Master Plan approval.
- The development of the Master Plan should, wherever possible, consider the timeline for any upgrades or modifications to Lansdowne Station. The property owner and proponent should engage with TransLink in advance of detailed design development within the parcel which abuts Lansdowne Station to address this issue.
- TransLink Real Estate may seek to incorporate and operate a TransLink owned retail unit in Lansdowne Station, should it be expanded and/or altered in the future.
- Potential consideration of a Park and Ride component as part of the redevelopment.

To initiate the AID process, the proponent should contact [AIDReview@Translink.ca](mailto:AIDReview@Translink.ca) in TransLink's Real Estate Division.

Thank you again for the opportunity to provide feedback on the proposed Lansdowne redevelopment. We look forward to remaining involved in project discussions and providing further input as noted above. If you have any questions regarding the above comments, please contact Holly Foxcroft, Senior Planner, at [Holly.Foxcroft@translink.ca](mailto:Holly.Foxcroft@translink.ca).

Sincerely,



Joanna Brownell  
Manager, Partner Planning

Stakeholder Meeting Notes (reviewed by stakeholder and applicant) and Letters to the City from Stakeholders

Diana Nikolic

July 9, 2018

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cc: Patrick Coates, Project Manager, Infrastructure Program Management and Engineering  
Jennifer Randall, Real Estate Development Manager, TransLink Real Estate Programs and Partnerships



## **Stakeholder Meeting Summary YVR**

**Meeting Date**  
24 May 2018

**Attendees:**

Mark Cheng, Supervisor Noise Abatement and Air Quality, YVR  
Peta Wolmarans, Manager, Engineering Planning, YVR  
Jesse Galicz, Vice President, Development, Vanprop Investments Ltd.  
Diana Nikolic, Senior Planner, City of Richmond

**Meeting Purpose:**

On December 11, 2017, Council endorsed staff's recommendation to manage an applicant undertaken community consultation process regarding the Proposed Master Land Use Plan for the phased redevelopment of the Lansdowne Centre shopping mall site.

The consultation plan, which was endorsed by Richmond City Council, includes consultation with stakeholders, including YVR.

Link to report:

[https://www.richmond.ca/\\_shared/assets/4\\_OCP\\_Lansdowne\\_Shopping\\_Centre\\_PLN\\_12051749019.pdf](https://www.richmond.ca/_shared/assets/4_OCP_Lansdowne_Shopping_Centre_PLN_12051749019.pdf)

Link to existing Lansdowne Village Specific Land Use Map and Transect Descriptions:

[https://www.richmond.ca/\\_shared/assets/specific\\_map\\_transect\\_lansdowne23857.pdf](https://www.richmond.ca/_shared/assets/specific_map_transect_lansdowne23857.pdf)

To date, consultation with YVR includes:

- Identification of YVR as a stakeholder in the consultation plan that was endorsed by Council;
- Provision of information to YVR including the Proposed Master Land Use Plan and the Council report;
- Notification of the date and time of drop-in style public information meetings hosted by the applicant;
- Invitation to meet as part of the stakeholder consultation outlined in staff's November 28, 2017 report.

In addition, the subject site is impacted by the potential future south parallel runway option identified in the YVR Master Plan and is exposed to noise and over-flights by aircraft using the airport's 24-hour south runway (08R/26L). The Proposed Master Land Use Plan has been shared and discussed within the context of other meetings and discussions related to the project to create new Airport Zoning Regulations, which restricts height in the vicinity of the airport, associated with protecting for potential future runway options in the YVR Master Plan..

**Actions/Outcomes:**

No specific comments/concerns were expressed at the meeting. YVR has expressed comments by way of their May 4, 2018 letter to City staff, which has been shared with the applicant (Attachment 1), and no change to the positions contained in the letter were stated at the meeting.

**Discussion:**

Project Overview:

The applicant provided a general overview of the proposal and the associated proposed amendments to the City's Official Community Plan (OCP) and City Centre Area Plan (CCAP), which are refinements rather than significant modifications to the existing plans. The applicant also provided information about the consultation process. Public Information meetings occurred at the mall on Saturday, February 17, 2018 and Thursday, February 22, 2018. The consultation process also includes individual meetings with stakeholders, including YVR.

**Proposed Master Land Use Plan overview:**

- The proposed amendments to change the on-site distribution of building density and height, and land uses maintains the City Centre Area Plan (CCAP) objectives to concentrate the greatest building density, building heights, mix of land uses, and public amenities within a five minute walking distance from the Lansdowne Canada Line station.
- Proposed on-site building heights are strategic and include consideration of:
  - CCAP guidelines and existing land use designations that support the greatest building heights along and within proximity of No. 3 Road;
  - The CCAP's support for the greatest building density and height within 400 m of the Canada Line Station and a designated Village Centre;
  - Site planning opportunities to frame park/public amenity spaces with tall buildings;
  - Opportunity to maximize separation between buildings to minimize overlook and privacy concerns, as well as minimize shadow and overlook impacts on public spaces;
  - Opportunity to maximize slim tower construction in accordance with CCAP guidelines (i.e. 650 m<sup>2</sup> tower floorplates).
  - Support high-street uses along Hazelbridge Way, which is designated a pedestrian-oriented retail high street; and
  - Existing Airport Zoning Regulations (AZR) for YVR, which permit buildings taller than 25 m east of Hazelbridge Way.
- No additional density is proposed. The overall total on-site density supported by the site's designations in the CCAP would be maintained.
- The site is 20.2 hectares (50 acres). Ten acres would be secured as City owned park and supplementary open and public spaces would be secured using private right of way agreements.
- Pedestrian/cycling/vehicle linkages are proposed throughout the site, including three new roads.
- The proposal includes:
  - Approximately 4.5 million ft<sup>2</sup> of development, including 2 designated office towers.
  - Approximately 3.8 million ft<sup>2</sup> of residential development that would introduce approximately 4,000 units and 8,000 people.
  - More than 50,000 ft<sup>2</sup> of community amenity space transferred to the City.
- Two levels of parking below grade on the portion of the site that is located west of Hazelbridge Way.

Development process and timeframe:

- Anticipated development timeframe extends to 2025.

- Subject to Council approval of the Proposed Master Land Use Plan and associated Official Community Plan (OCP) and City Centre Area Plan (CCAP) policy amendments, rezoning and Development Permit applications would follow in the future. Ideally, the developer intends to commence the construction process in two to three years.
- Development is planned to start on the east side of the property. The second major phase of development would occur at the northwest corner of the site and would include pedestrian oriented retail development and larger format retail space above.

#### YVR interests/comments:

YVR did not express specific comments/concerns about the design principles and concepts relating to the development. By way of their May 4, 2018 letter to City staff, which has been shared with the applicant (Attachment 1), YVR had already expressed concerns about:

- exposure of the development to aircraft noise,
- inconsistency between the proposed building heights with height restrictions in the new Airport Zoning Regulations; and
- the need to ensure that the development does not add to additional through- traffic or congestion on Sea Island roads and bridges,

#### Proposed Master Land Use Plan





4 May 2018

Ms. Diana Nikolic  
 Senior Planner (Urban Design)  
 Policy Planning Department  
 CITY OF RICHMOND  
 6911 No. 3 Road  
 Richmond, BC V6Y 2C1

*via email:* [dnikolic@richmond.ca](mailto:dnikolic@richmond.ca)

Dear Ms. Nikolic:

**RE: Proposed Master Land Use Plan for Lansdowne Centre Shopping Site**

This letter is in response to your request for comments on the proposed Master Land Use Plan for the Lansdowne Centre shopping site. We understand this includes proposed amendments to the City's Official Community Plan ("OCP") and City Centre Area Plan ("CCAP") to refine the on-site organization of building density and height, and land uses. We appreciate the invitation to provide comments.

For context, Vancouver International Airport ("YVR") currently has three operating runways and the approved YVR Master Plan identifies two possible locations for future runways to accommodate the forecasted growth in passengers and air traffic. The two location options include a runway to the west of Sea Island in the foreshore ("foreshore runway") or a runway located to the south of the main south runway ("close in south parallel runway"). The selection between these two locations for a future runway would be determined after extensive study and assessments by the Vancouver Airport Authority, which would be then be followed by an environmental assessment as part of the approval process.

The Lansdowne site is located in close proximity to the extended centreline and the flight path of the airport's currently operating 24-hour south runway, and would be under the extended centreline of the potential close in parallel runway. As such, this site is currently exposed to noise and low level over-flights by aircraft landing and taking off from the south runway and would be subject to increased aircraft activity should the close in south parallel runway be selected as the preferred option.

Due to this current level of exposure to aircraft noise, residential development on this site is not consistent with Transport Canada's recommendations on land use in the vicinity of airports. However, if the City wishes to proceed with permitting residential development on this site, the following land development practices are recommended:

- Applicable sound insulation requirements must be incorporated into building design;
- Land use planning for any outdoor spaces should account for aircraft noise exposure and low level aircraft operations;
- Notification provided to prospective home buyers should clearly identify current and future noise exposure for this area to set realistic expectations, and this should also be applied on land use registries and required for all points of sale/resale; and,
- Landscaping that is consistent with YVR's avian deterrent model.

P.O. BOX 23750  
 AIRPORT POSTAL OUTLET  
 RICHMOND, BC CANADA V7B 1Y7  
[WWW.YVR.CA](http://WWW.YVR.CA)  
 TELEPHONE 604.276.6500  
 FACSIMILE 604.276.6505

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As the City of Richmond is aware, the Vancouver Airport Authority has applied to Transport Canada to create new Airport Zoning Regulations ("AZRs") to include protection for the two future runway options. The AZR's are federal regulations that govern the heights of buildings and structures in the vicinity of the airport to ensure safe aircraft operations. The current AZR restricts height at the Lansdowne site to 47m above sea level, and will be lowered with the enactment of the new AZR.

The current CCAP for the site supports the tallest buildings (no higher than 47m above sea level) on the westerly 1/3 of the site and buildings that are no greater than 25m in height on the eastern 2/3 of the site. While the new AZR will affect the 47m height on the western 1/3 of the site, it will not affect heights on the eastern 2/3 of the site.

Given that the Master Plan Use Plan proposes to increase the allowable height in the eastern 2/3 of the site, much of this will conflict with the new AZR. Given the advanced notification that the City has of the eventual enactment of the new AZR, the Airport Authority's preference would be to not increase height in the eastern 2/3 of the site and keep heights in this area consistent with the current CCAP, and to lower the height in the westerly 1/3 of the site to levels that conform to the new AZR.

Recognizing the importance of this site to the City, the Vancouver Airport Authority intends to propose special specific provisions for a portion of this site in our AZR application to Transport Canada to accommodate building height slightly over the new AZR; however, the heights in the Master Land Use Plan are not entirely consistent with the proposed provisions. We must also caution the City that the proposed special provisions are subject to review and final approval by Transport Canada and there is a possibility that the Federal Government may not grant approval, resulting in the heights associated with the new AZR applying to this site.

With regards to ground transportation, Vancouver Airport Authority wishes to ensure that roads and bridges designed to provide access to the airport are available for that purpose. Given the increased densification of the City Centre area, the City should ensure that these airport access routes are not congested with commuters travelling between the City of Richmond and City of Vancouver.

Per your earlier outreach to us, we would be pleased to meet with the developer and City staff to better understand the design principles and concepts of the Master Land Use Plan for the area. Additional comments to those provided in the letter might be submitted following this meeting.

Thank you for the opportunity to comment. Please contact me at (604) 276-6657 should you require additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Don Ehrenholz', written over a horizontal line.

Don Ehrenholz  
Vice President, Engineering and Environment

P.O. BOX 23750  
AIRPORT POSTAL OUTLET  
RICHMOND, BC CANADA V7B 1Y7  
WWW.YVR.CA  
TELEPHONE 604.276.6500  
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**Mall Tenants****Stakeholder Meeting Summary - Lansdowne Centre Tenants** (provided by the applicant)

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**Meeting Dates, Descriptions and Summaries****Tenant Preview of Information Centre**

Date: November, 21<sup>st</sup> 2017

Location: Lansdowne Centre

Attendees: Vanprop Staff and Mall Tenants

Attendance Numbers: 50 - 60 people (approximate)

Materials available: Informational Display Boards and Model of Masterplan

Format of discussion: Informal questions and answers

Items and Issues discussed:

- How long will the current mall will remain operational?
  - It is currently estimated that the mall will remain operational until 2025
- When will pre-sales start for the residential project?
  - Marketing and sales in the first residential project may start in 2019 or 2020
- When will residential construction start?
  - Construction of the first residential project may start in 2019 or 2020
- When will leasing of the new retail begin?
  - While there is currently no formal timeline in place for the leasing of new retail space that will be developed as part of the project, it is anticipated this work will start in advance of the mall closing.
- When will the new retail be completed?
  - While there is no formal timeline for when the new retail will be complete, it is anticipated this work will start in advance of the mall closing.
- What will be done to manage parking, traffic and noise during construction?
  - Though the various stages of construction, parking plans, traffic plans and construction management plans will be developed to ensure there are minimal impacts on ongoing mall operations.

**Tenant Preview of Public Information Meeting Room**

Date: February 20<sup>th</sup>, 2018

Location: Lansdowne Centre

Attendees: Vanprop Staff and Mall Tenants

Attendance Numbers: 30 - 40 people (approximate)

Materials available: Informational Display Boards and Model of Masterplan

Format of discussion: Informal questions and answers

Items and Issues discussed:

- How long will the current mall will remain operational?
  - It is currently estimated that the mall will remain operational until 2025
- When will pre-sales start for the residential project?
  - Marketing and sales in the first residential project may start in 2019 or 2020
- When will residential construction start?

- Construction of the first residential project may start in 2019 or 2020
- When will leasing of the new retail begin?
  - While there is currently no formal timeline in place for the leasing of new retail space that will be developed as part of the project, it is anticipated this work will start in advance of the mall closing.
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- What will be done to manage parking, traffic and noise during construction?
  - Though the various stages of construction, parking plans, traffic plans and construction management plans will be developed to ensure there are minimal impacts on ongoing mall operations.

"Formal Community Consultation – Lansdowne Centre" (January – March 2018)  
Prepared by Applicant's Consultant

## Formal Community Consultation – Lansdowne Centre

January - March 2018

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Formal Community Consultation – Lansdowne Centre

**PUBLIC INFORMATION MEETINGS**

1. Two Public information meetings (PIM) were held in a vacant retail space inside the Lansdowne Centre on February 17 and 22, 2018. A scale model and information boards depicting the approval process, the proposed Master Land Use Plan and required OCP amendments were on display.
2. Project team members and City of Richmond staff were on hand to answer questions about the required amendments to the City's CCAP/OCP, as well as the proposed Master Land Use Plan.
3. Approximately 500 people attended the two meetings, with around 300 people on Saturday, February 17<sup>th</sup> and about 200 people at the February 22<sup>nd</sup> evening meeting. All attendees were encouraged to sign in and to complete the online survey through Let's Talk Richmond. Several numbered hard copies of the survey were distributed to those who requested.

**INFORMATION CENTRE**

1. In addition to the two PIM's, Vanprop staffed an Information Centre in the mall between January 15<sup>th</sup> and March 2<sup>nd</sup>.
2. The Information Centre, located adjacent to the Food Court, contained a scale model of the project and a series of display boards.
3. The Information Centre was open throughout regular mall hours and staffed between 10AM-4PM most days.
4. During staffed hours, a knowledgeable Vanprop team member counted all participants making note of any particular interest, concerns and comments. 342 individuals who attended asked to be kept informed and approximately 1,900 people visited the Info Centre while it was staffed. Numerous additional visitors have been observed viewing the Info Centre while not staffed.
5. In addition to pointing all people to the Let's Talk Richmond site and upcoming PIM's, visitors who registered their interest were also sent an email encouraging their participation in the upcoming PIM's, as well as a direct link to the Let's Talk Richmond website.
6. After the formal PIM's, the Information Centre remained open unstaffed through March.
  - a. Let's Talk Richmond business cards were provided to indicate where residents could provide feedback.

**LANSDOWNE CENTRE CUSTOMER SERVICE CONCIERGE**

1. Since January 2018, Project Information Sheets with Lansdowne District's web-site address ([www.lansdownedistrict.com](http://www.lansdownedistrict.com)) have been available at the Lansdowne Centre Customer Service Concierge. Concierge staff were fully briefed to direct any interested parties to the Information Centre. Project Information Sheets have been replenished as required.

**PUBLICITY**

**Signs**

1. Signage was installed at all mall entrances on February 5<sup>th</sup>, 2018 to inform all interested parties of the PIM's.
2. Store front hoarding in the vacant retail space where the PIM's were held provided key information about the upcoming meeting dates and times from February 5<sup>th</sup>, 2018.
3. Signage was installed at the Lansdowne Canada Line station informing transit users about the upcoming PIM's from February 5<sup>th</sup>, 2018.



Formal Community Consultation – Lansdowne Centre

**Announcements**

1. There was a formal announcement made from the Lunar New Year's Festival stage at Lansdowne Centre on Saturday, Feb. 17<sup>th</sup> announcing the PIM and inviting participation. The Lunar New Year's Festival was attended by approximately 1,500 people with good representation from Richmond officials participating in the formal ceremonies.

**MEDIA ADVISORY**

The following media advisory was distributed by the City of Richmond to their comprehensive media directory.

**OFFICIAL STAKEHOLDER GROUPS**

The following meetings were attended by Vanprop staff and City of Richmond staff.

**Airport Authority**

To be scheduled for late March or early April

**Translink**

Scheduled for March 20<sup>th</sup>, 2018

**Richmond School District**

Attended by CoR staff and Vanprop team on January 11<sup>th</sup>. Summary of meeting provided by City staff.

**Kwantlen University**

Attended by CoR staff and Vanprop team on January 31<sup>st</sup>. Summary of meeting provided by City staff.

**ADDITIONAL SPECIAL INTEREST GROUPS**

**Lansdowne Centre Tenants**

1. Original Lansdowne tenant's letter (two years ago, attached)
2. Several informal meetings with tenants over the past two years
3. "Sneak preview" of Information Centre: November, 21<sup>st</sup> 2017
4. Vanprop has an "open door" policy and encourages tenants to stop by, email or meet on an ongoing basis as questions/comments arise.
5. Vanprop held an early morning opening of the PIM room on February 20<sup>th</sup>, 2018

**Richmond Chamber of Commerce Board**

1. Vanprop team members presented to project proposal to the Richmond Chamber of Commerce Board on February 6<sup>th</sup>, 2018

Formal Community Consultation – Lansdowne Centre

**Trinity Western University**

1. Vanprop team members gave an overview of the project to senior TWU staff on February 6, 2018.
2. They invited the university's engagement in the process, including the potential for students to participate now or as the plan evolves.
3. There was follow up interest expressed through two senior staff attending a PIM and in ongoing discussions.

**Tai Chi Clubs in Lansdowne**

1. On February 19, 2018 Vanprop team members gave an overview of the project to members of the Tai Chi Groups that use open space at Lansdowne Centre on a regular basis.
2. Vanprop held an early morning opening of the PIM room on February 19<sup>th</sup>, 2018.

**Richmond Chinese Cultural Society (RCCS )**

Vanprop is scheduled to present overview of the Lansdowne Master Plan to the RCCS board on March 28<sup>th</sup>, 2018.

**Richmond Orchestra and Chorus**

1. Bill Maranda, VP of the Richmond Orchestra and Chorus attended one of the PIM's and expressed interest in locating a performing arts' centre in the Civic Plaza.
2. Bill also met with Vanprop's Jim Cox individually prior to the PIM on February 7, 2018.

**Table 38 School Leadership Group**

1. Table 38 is a monthly event for the Richmond school district that brings together all the student councils from various high schools. They gather at the hosting school of the month to discuss ways to improve leadership.
2. Vanprop presented to Richmond School District secondary school student leaders Table 38 group at Richmond Secondary School on Oct 31, 2017.
3. The student group was invited to participate in the upcoming consultation process.
4. The team was prepared to meet with the student group specifically to give them insights into the role of consultation and community engagement as it pertains to long range municipal planning.
5. Vanprop has followed up but there has been no uptake to date.

Formal Community Consultation – Lansdowne Centre

**Adjacent Strata Corporations**

1. An invitation to meet was sent to the management of each of the follow adjacent strata groups.

	Address	Plan	Building Name	Management	Contacted
1	8120 Lansdowne Rd CDT1	BCS 3614	Prado	First Service Residential	✓
2	8248 Lansdowne Rd CDT1	LMS1798	Richmond Towers	First Service Residential	✓
3	8280 Lansdowne Rd CDT1	BCS3043	Versante	Pacific Quorum Properties	✓
4	5599 Cooney Road				
5	8460 Lansdowne Rd RAM1	NWS1799	Lexington Square	First Service Residential	✓
6	8500 Lansdowne Rd RAM1	NWS1781	Lansdowne Manor	Aa Property Management Ltd	✓
7	8600 Lansdowne Rd RAM1	NWS2821	Tiffany Gardens	Bower Property Management	✓
8	8680 Lansdowne Rd RAM1	NWS2880	Marquise Estates	Bayside Property Services	✓
9	8720 Lansdowne Rd RAM1	NWS1684	Steeplechase	Confidential	
10	8871 Lansdowne Rd RCL1	NWS3459	Centre Pointe	Dorset Realty	✓
11	5500 Arcadia Rd RAM1	NWS3058	Regency Villa	Dorset Realty	✓
12	5131 Garden City Rd RCL1	BCS721	Lions Park	First Service Residential	✓
13	5028 Kwantlen St RCL1	BCS1861	Seasons	Rancho Management Services	✓

2. To date, only one strata council has responded to an invitation to meet with its individual strata. The meeting was originally scheduled for February 21<sup>st</sup>, but has been postponed until March, 21<sup>st</sup>.
3. It appears from the sign in sheets at the February 17<sup>th</sup> and 22<sup>nd</sup> PIM's that a number of adjacent residents attended.

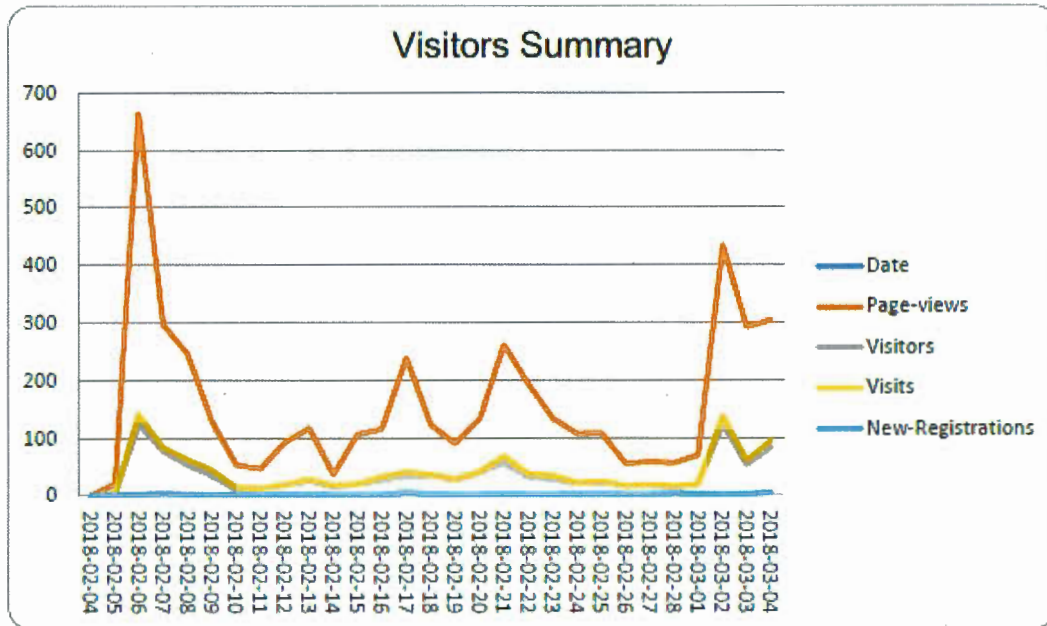
**KEY FINDINGS FROM CONSULTATION**

**Specific to Let's Talk Richmond Feedback**

1. 190 surveys were completed, which is proportionatly representative of 10% of the 1900 people who visited the Info Centre (or 40% of the 500 people who attended an PIM).
  - a. Of those who completed a survey, between 25 – 40 (13-22%) responded negatively to one or more questions.
  - b. This seems like a fairly small number in light of the overall participation.
2. A majority of respondents were supportive of all four changes to the OCP. Looking at the survey results in more detail, of those who responded in either Support of, or Do Not Support the proposed amendments:
  - a. Parks: 78% Support vs. 22% Do Not Support
  - b. Density: 74% Support vs. 26% Do Not Support
  - c. Height: 65% Support vs. 35% Do Not Support
  - d. Commercial Concentration: 71% Support vs. 29% Do Not Support
3. A large number of the negative responses were generalized about growth and development overall in Richmond and not specific to the Lansdowne Project.
4. It would be interesting to compare those living <5km from Lansdowne with those living in greater Richmond with reference to these negative responses.
  - a. Spikes in LTR visits correspond to LTR push emails suggesting wider Richmond
  - b. Smaller spikes correspond to PIM's (higher localized interest?).



Formal Community Consultation – Lansdowne Centre



5. Some participants self-identifying as adjacent neighbours expressed concern about loss of views and/or loss of tress/green space.
  - a. Note: Better education about the OCP and the Lansdowne plan could address how the reallocation of the park space and building heights could improve these factors for some adjacent residents.
6. There was some good input with regard to ideas beyond the scope of the four-question format of the survey:
  - a. The need for covered space for activity and for pedestrian movement across the site.
  - b. Interest in more commercial outside the 5-minute walk zone (nearer to Kwantlen).
  - c. Concern about parking on site including felt need for a Park & Ride or Kiss and Ride.

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Statistical Analysis of Survey Responses and Synopsis of Comments

**Parks**

	Responses	%	S/DNS Only %
<b>Support</b>	118	63%	78%
<b>Neutral</b>	35	13%	
<b>Do Not Support</b>	33	18%	22%
<b>I Don't Know</b>	4	2%	
<b>Other</b>	9	5%	
<b>Total</b>	188		
<b>Undecided</b>	37, of which 8 made positive comments		

Do Not Support – 33, of which 15 did not respond to the question but were making a specific suggestion or were actually positive:

Fully accessible  
Too much parks already  
Free park and ride  
Increase in density and traffic  
Increase the amount of park space  
Increase the amount of parks  
Keep mall  
Put park on top of buildings

Park should be 50% of area  
The proposal does ...benefit  
There is no park north of Lansdowne  
More green space  
I am in support ....  
Don't need another park  
It should all be park.

Synopsis of Comments

Favors developer not the community  
Too divided up/odd shapes  
Needs to accommodate events  
Not enough park  
Needs to be accessible  
Needs to be safe for pedestrians  
Too much park  
More park area  
More park space  
Likes one green belt  
More green space  
More green space throughout the development  
50% of area for park  
Likes more continuous park shape  
More park space

Likes long strip park  
Two smaller parks are too small/plazas look small  
Shading?  
Brings buildings too close to Lansdowne  
Don't need more parks  
Concentrate parks around plaza  
Benefits residents more than general public  
Connection to north side  
Smaller parks throughout project  
Accessible by all not just the developer  
More park area  
Covered walkway along Lansdowne

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**Redistributing Density**

	Responses	%	S/DNS Only %
<b>Support</b>	119	63%	74%
<b>Neutral</b>	17	9%	
<b>Do Not Support</b>	42	22%	26%
<b>I Don't Know</b>	2	1%	
<b>Other</b>	8	4%	
<b>Total</b>	188		
<b>Undecided</b>	27, of which 10 made somewhat positive comments		

Do Not Support – 33, of which about 1/3 were opposed to density period.

Synopsis of Comments

Maintain high density on No. 3 Road  
 Medium density north of centre park  
 Prefer low rise – maybe high rise at Kwantlen  
 Don't support more density – traffic  
 Density means more traffic  
 Too much density – traffic  
 Too much high density  
 No to density increase – traffic  
 High density means overcrowding  
 High buildings will block views  
 Concentrate highest density area  
 Keep existing mall  
 Density ok if 25% is affordable housing  
 Don't need more condos  
 Distribute density throughout site  
 Less density  
 No more development

Concentrate towers at No. 3 to preserve views from Lansdowne buildings  
 Too much density  
 Keep and expand mall  
 Should be more density  
 Too dense and too high  
 Keep density close to Canada Line  
 Transition density from west to east  
 Too dense  
 No high buildings  
 Too much density in Richmond already  
 Why increase in density  
 Already too much development in Richmond  
 Don't need more buildings  
 Too much development already  
 Consider people living across Lansdowne  
 Will it shade park?

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**Expanding Area of Higher Buildings**

	Responses	%	S/DNS Only %
<b>Support</b>	97	51%	65%
<b>Neutral</b>	24	13%	
<b>Do Not Support</b>	53	28%	35%
<b>I Don't Know</b>	5	3%	
<b>Other</b>	9	5%	
<b>Total</b>	188		
<b>Undecided</b>	38, of which 10 wanted more information and/or made somewhat positive comments		

Do Not Support – 53, of which about 1/3 were opposed to high rises in general.

Synopsis of Comments

Do not support densification  
 Keep 45 on No. 3 Road and 25 in park  
 Helps developer – no additional density  
 Already too many condos  
 Concentrate high buildings  
 Too large an area of high buildings  
 No more towers  
 Don't concentrate towers  
 No high rises  
 Too many high rises  
 Towers too concentrated  
 Prefer 25 m throughout  
 Too many condos already  
 Reduce density  
 25 m around park  
 Fewer high buildings  
 Shadows park  
 More tall buildings around park  
 Nothing over 8 stories  
 Keep the mall

Don't increase density  
 45 m area too large  
 Don't increase 45 m area  
 Reduce overall density and transition height  
 from west to east  
 Go higher than 45  
 Ok except east of Cooney  
 10 storey max  
 5 storey max  
 25 m is enough  
 25 m only  
 Will shadow park  
 Already too many condo towers  
 Lower around park and then higher away from  
 it  
 Should have variation in heights and densities  
 More separation between buildings  
 Too many towers already  
 Spread towers throughout site.



Formal Community Consultation – Lansdowne Centre

**Concentrating Area of Mixed Use**

	Responses	%	S/DNS Only %
<b>Support</b>	107	57%	71%
<b>Neutral</b>	22	12%	
<b>Do Not Support</b>	44	23%	29%
<b>I Don't Know</b>	6	3%	
<b>Other</b>	9	5%	
<b>Total</b>	188		
<b>Undecided</b>	37, of which 5 made positive comments		

Do Not Support – 44, of which many supported allowing commercial throughout the site.

Synopsis of Comments

Prefer less residential	Allow retail east of Cooney
Allow retail everywhere	Too much development already
Keep current amount of commercial space	Retail spread throughout area
Keep mixed use everywhere	Mixed use throughout area
Already too much development in Richmond	Don't like mix of retail and residential
More mixed use areas	Prefer more mixed use area
Retail too far from northeast segment	Allow retail around park frontages
No more residential development	Mixed use throughout area
Too congested to allow more development	Mixed use throughout area
More mixed use areas	Less commercial zoning
More retail area	Mixed use wrapping around park
Allow mixed use east of Cooney	Keep Lansdowne as it is
Allow mixed use everywhere	

**General findings from overall Consultation**

1. A large portion of individuals and groups engaged outside of the LTR survey are excited to see change at Lansdowne (e.g., comments like, "It's been a long time coming").
2. Many expressed interest in eventually purchasing housing on the site.
3. Many tenants and a number of residents/user groups are encouraged that the existing mall will remain open for a number of years.
4. There is interest in how the new public spaces (parks, civic plaza, community space building) will replace or supplement the large amount of community activity that currently takes place inside and outdoors at Lansdowne Centre.
5. There was a high degree of interaction with City of Richmond staff and Vanprop Project Team members at the two PIM's.

**APPENDIX**

1. City of Richmond Media Advisory 2018



City of  
Richmond

**News Release**

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

February 6, 2018

For Immediate Release

## **Richmond invites feedback on Proposed Master Land Use Plan for Lansdowne Centre shopping mall site**

**Richmond, BC** – The City of Richmond invites the public to learn about and provide comments on the proposed phased redevelopment of the Lansdowne Centre shopping mall site located at 5300 No. 3 Road. Over the coming weeks, the property owner will host two drop-in style public information meetings. The information and feedback form will also be available on [Let'sTalkRichmond.ca](http://Let'sTalkRichmond.ca).

The property owner has approached the City regarding redeveloping the site. Based on the size and prominence of the property, and the necessity of redeveloping in phases, City staff advised the owner to draft a Proposed Master Land Use Plan to guide future redevelopment of the site. The applicant's Proposed Master Land Use Plan includes proposed amendments to the City's Official Community Plan (OCP) and City Centre Area Plan (CCAP) to refine the on-site organization of building density and height, and land uses. No additional density is proposed.

The applicant will host two drop-in style public information meetings at the Lansdowne Centre shopping mall in Unit #210, which is located west of the Food Court in the North Mall. Residents and interested parties are invited to attend to review display boards that provide information about the Proposed Master Land Use Plan for the property, to complete a feedback form, and to talk with the applicant's representatives and City staff about the proposal. The public information meetings are scheduled for:

- Saturday, February 17 from 10 a.m. to 2 p.m.
- Thursday, February 22 from 5 p.m. to 8 p.m.

The feedback form and information about the proposal will also be available online at [www.Let'sTalkRichmond.ca](http://www.Let'sTalkRichmond.ca) from Tuesday, February 6, 2018 to Sunday, March 4, 2018.

All public feedback that is received from the public information meetings and [Let'sTalkRichmond.ca](http://Let'sTalkRichmond.ca) will be compiled and presented for Council's consideration.

- 30 -

**Media Contact:**  
Kim Decker  
Corporate Communications Officer  
Phone: 604-276-4371  
Email: [KDecker@richmond.ca](mailto:KDecker@richmond.ca)

5736864

## **2. Original Lansdowne Tenants Letter 2015**

Formal Community Consultation – Lansdowne Centre



December 14, 2015

Tenant Name  
Tenant Address  
Richmond, BC Postal Code

Via hand delivery/mailed security/courier to head office for international/national chains

Dear Name of tenant(s),

As a valued tenant of Lansdowne Centre, I want you to be among the first to know that the mall's owner (Vanprop Investments Ltd) has recently submitted an application to the City of Richmond to amend that portion of the Official Community Plan (OCP) that relates to the Lansdowne Centre site.

While this is an important step, it is only the first step in what will be a multi-year planning process that will eventually enable development in phases that will be designed to allow Lansdowne Centre Mall to continue to operate for many years.

We will work closely with the Vanprop Investments Ltd. management team so that we have the most current information and I invite you to drop by our office to discuss any specific questions you may have.

Next year, we will be in touch with you regarding a "tenant preview" of Vanprop's development ideas.

Yours sincerely,

Gail Spurgeon

如果您希望索閱本信件的中文版本，請聯絡 Lansdowne 中心行政部。



Formal Community Consultation – Lansdowne Centre

3. Original Lansdowne Tenants Letter Translation 2015

2015年12月18日

Piccini Jewelers  
902 – 5300 No. 3 Road  
Richmond, BC V6X 2X9

透過專人送交/商場保安/快遞送抵國際總公司/國內連鎖店

致：租戶名稱

閣下作為 Lansdowne 中心的重要租戶，我們希望首先通知您這項消息：本中心業主 (Vanprop Investments Ltd.) 最近已向列治文市政府提交申請，以修改部分有關 Lansdowne 中心地段的官方社區規劃 (Official Community Plan, 簡稱 OCP)。

雖然這是重要的一步，不過只是多年規劃過程的第一步，規劃的結果將是分階段進行發展計劃，讓 Lansdowne 中心商場可以按照設計規劃繼續經營下去。

我們將與 Vanprop Investments Ltd. 的管理團隊緊密合作，確保我們得到最新的資料，閣下如有任何問題，歡迎蒞臨我們的辦事處商討。

我們將於明年與您聯絡，就 Vanprop Investments Ltd. 的發展概念安排「租戶預覽」。

Gail Spurgeon 謹啟

Formal Community Consultation – Lansdowne Centre

4. Recent Lansdowne Tenants Letter 2018

VANPROP

February 4, 2018

**RE: Lansdowne Redevelopment**

Dear Tenants,

Lansdowne is beginning an official community consultation process for the renewal of Lansdowne Centre in the coming years. We cordially invite you to a special preview of our plans. You will be able to ask any questions of the project team.

Please stop by Suite 210 (the old Shoe Warehouse space) after on Tuesday February 20, at 9:00 AM. We will have coffee/tea and light refreshments available. The room will have a lot of information about the proposed Master Plan for Lansdowne Centre and ideas about how it could unfold in the coming years. Your input is welcome and can be submitted in writing or electronically.

Date: Tuesday February 20, 2018

Time: 9:00AM - 10:00AM

Place: Suite 210 (the Old Shoe Warehouse space)

With appreciation,

Bronwyn Bailey  
Marketing Manager  
Lansdowne Centre

On behalf of:

Vanprop Investments Ltd  
[hello@lansdownedistrict.com](mailto:hello@lansdownedistrict.com)

Vanprop Investments Ltd  
106 - 3400 Macdonald Road  
Richmond, BC V6X 2B9

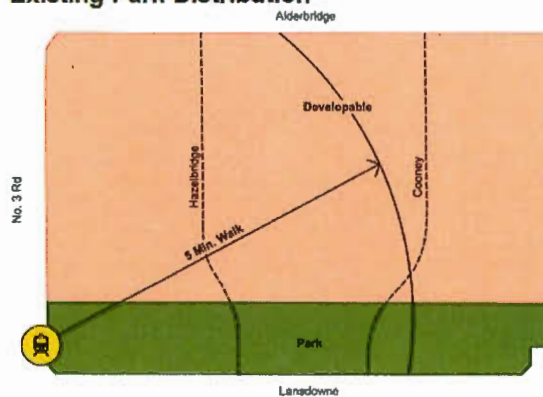
## Community Consultation Summary of Feedback Responses and Comments

### **Question 1: Park Distribution/Shape**

While the Proposed Master Land Use Plan does not propose to change the overall total park area identified on the site by the CCAP, it does suggest changes to the shape and location of the park, that are supported by Parks and Planning and Development Department staff, to create four distinct and connected areas and to increase the amount of park area on the site that is within a five minute walking distance from the Lansdowne Canada Line station. The question notes that the scope of the OCP/CCAP amendment application review process is limited to considering the location and orientation of the park and that the use and design details related to the park would be undertaken through separate planning processes that would be led by Parks Services staff and subject to Council review and approval.

*Note: Detailed design of the park and associated public consultation will be undertaken through separate future planning processes.*

#### **Existing Park Distribution**



#### **Summary:**

- One park along Lansdowne Road

#### **Proposed Park Distribution**

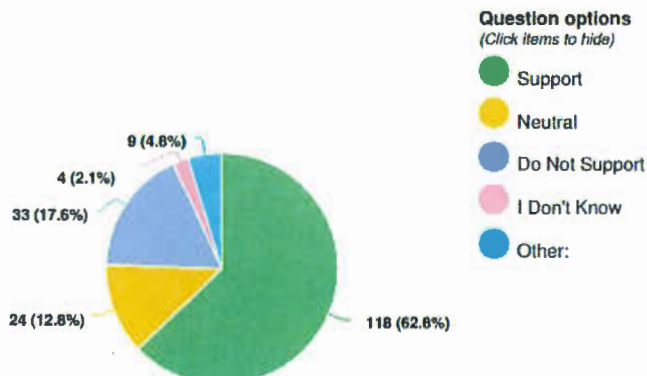


#### **Summary:**

- Four distinct & connected park areas
- Same amount of park but more park area within a 5 minute walking distance of the Canada Line station

76% of those who responded support or have a neutral opinion about the proposed refinement of the park distribution/shape.

#### **1. Here is how I feel about the proposal to change the shape and location of the park:**



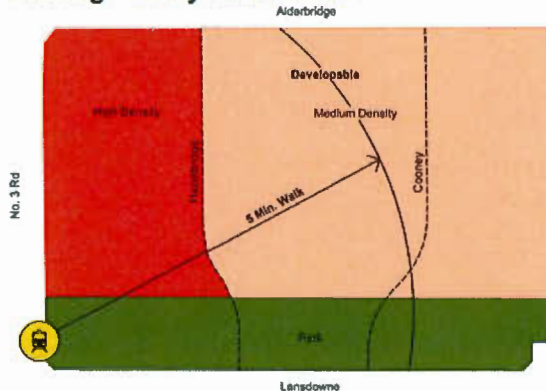
The primary concerns related to the proposed park shape include perceptions that:

- There is sufficient and/or too much park area within the neighbourhood.
- Lack of support for distinction between park areas.
- Perception that the shape of the park does not support active recreations (ex. jogging).
- The proposed Lansdowne Linear Park is limited to being a wide sidewalk.
- There is no need for a space to accommodate large events in the City.
- Park space within proximity of the Canada Line station will attract people that are experiences. homelessness and crime rates will increase.
- Designated park area should be provided along No. 3 Road.
- Required building setbacks will be included in park area.
- More than 4 hectares (10 acres)s of the 20.2 hectares (50 acre) site should be secured as park.
- Park space should be concentrated on building rooftops to maximize developable area and to provide more and affordable housing.
- Residents will be affected by noise from park users.
- Support is conditional to:
  - Provision of free parking for park users.
  - Development of an elementary school on the site.
  - Inclusion of children's play equipment.
  - Inclusion of a covered walkway that connects the Canada Line station to Kwantlen Polytechnic University.

### **Question 2: Density Distribution**

Based on the property's existing land use designations, the existing CCAP supported density blended over the 50 acre property is 2.77 Floor Area Ratio (FAR). While the Proposed Master Land Use Plan does not propose any additional density, it does suggest redistributing building density, particularly within the portion of the site that is within a five minute walking distance from the Lansdowne Canada Line station.

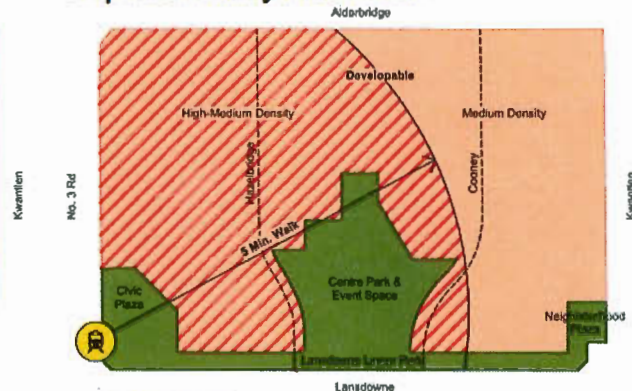
#### **Existing Density Distribution**



#### **Summary:**

- Concentrated high density development
- Shadow and overlook impacts on streets & public spaces

#### **Proposed Density Distribution**

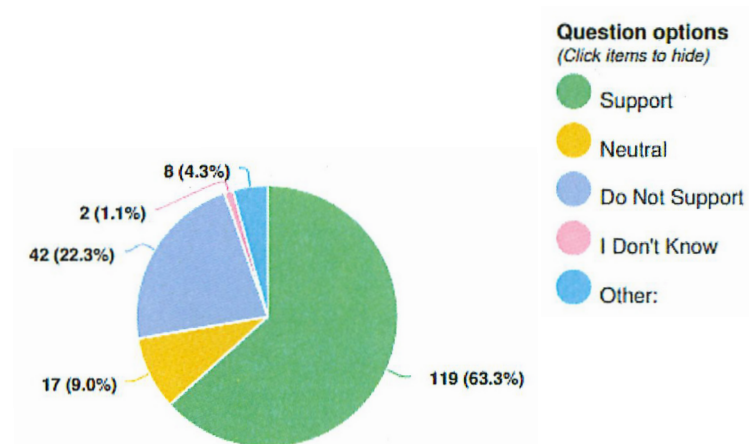


#### **Summary:**

- Blended high-medium density development
- Gradual density transition
- Same amount of park but more park area within a 5 minute walking distance from the Canada Line station
- More separation between buildings
- Sunnier streets & public spaces

72% of those who responded support or have a neutral opinion about the suggestion to redistribute building density on the subject site.

**2. Here is how I feel about the suggestion to redistribute on-site building density:**



The primary concerns related to the suggestion to redistribute on-site building density include perceptions that:

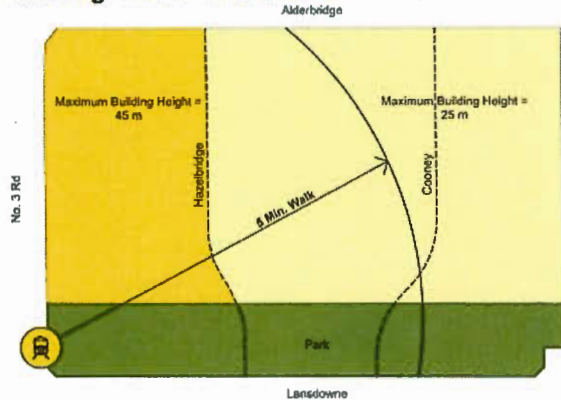
- No support for high-density development on the site.
- The City is already over developed.
- The pace of redevelopment in Richmond needs to be reduced.
- Density within proximity of park areas should be reduced.
- The site should remain a shopping centre with associated surface parking.
- High-density development should be concentrated at the northeast corner of the site (at Alderbridge Way and Kwantlen Street).
- The subject site is impacted by traffic and aircraft noise and is not suitable for high-density residential development.
- The site is best suited for townhouse development.
- Insufficient on-site parking will be provided.
- Support is conditional to:
  - Addressing existing traffic congestion in the subject area and the City generally.
  - Increasing transportation infrastructure generally, and road space within the City specifically increasing the number of vehicle travel lanes along Alderbridge Way, No. 3 Road and Lansdowne Road.
  - Development of Affordable Housing.
  - Stepping building heights.
  - Development of multiple free park and ride parking facilities on the subject site.
  - Prohibition of residential units being purchased as investment properties.
  - Development of a hospital on the subject site.



### Question 3: Tower Distribution

The Proposed Master Land Use Plan suggests expanding the area where high-rise buildings are supported to include the portion of the site that is within a five minute walking distance from the Lansdowne Canada Line Station to increase separation between tall buildings without increasing on-site building density.

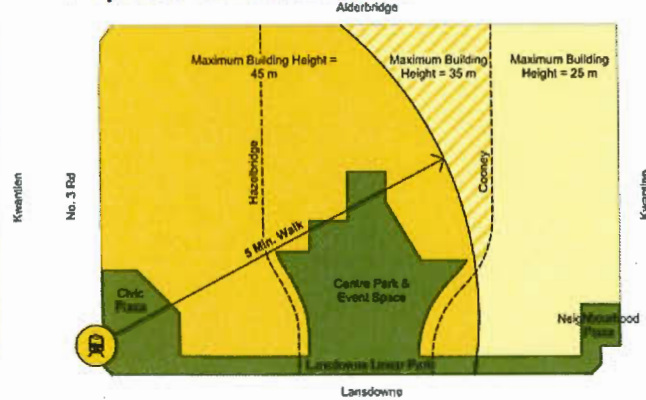
#### Existing Tower Distribution



#### Summary:

- Concentration of high-rise towers
- Minimum separation between high-rise towers
- Shadow impacts on streets & public spaces
- Privacy & view corridor impacts

#### Proposed Tower Distribution

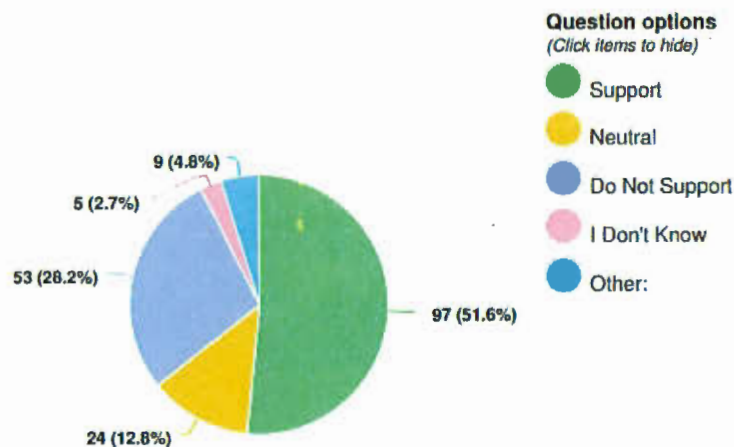


#### Summary:

- More separation between high-rise towers
- More variety of building heights
- Sunnier streets & open spaces
- Preservation of view corridors

65% of those who responded support or have a neutral opinion about the suggestion to expand the area where the maximum permitted building height is 45 m and to gradually transition building heights.

3. Here is how I feel about the suggestion to expand the area where the maximum permitted building height is 45 metres and to gradually transition building heights:



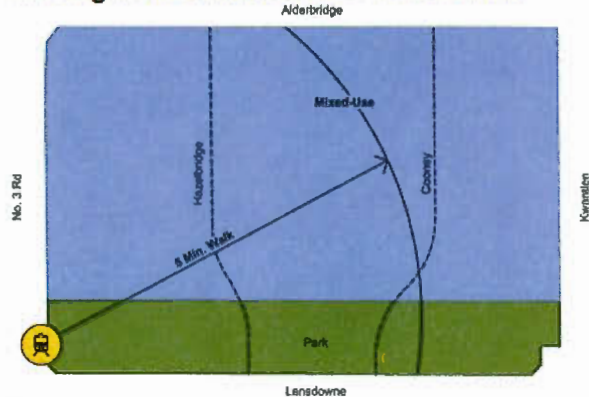
The primary concerns associated with increasing separation between tall buildings and supporting a variety of building heights on the site included perceptions that:

- Building height is associated with density and densification is not supported.
- Tall buildings result in development that feels claustrophobic and causes residents to feel disoriented.
- The maximum building height within the City Centre should be limited to 8 storeys.
- Redevelopment will affect existing nearby residents' views of the north shore mountains.
- It is not possible to design a tall building to be aesthetically pleasing.
- Too many towers have been constructed along No. 3 Road already.
- The level of design detail is insufficient to evaluate the appropriateness of the proposal.
- Tower development blocks sunlight and views.
- Building heights should be restricted to 25 m throughout the site.
- Building heights around the Centre Park and Event Space should be limited to 25 m.
- The Richmond skyline is unappealing.
- Support is conditional to addressing existing traffic congestion in the subject area and the City generally.

#### **Question 4: Commercial/Services Distribution**

The Proposed Master Land Use Plan suggests concentrating mixed land uses within a five minute walking distance from the Lansdowne Canada Line station and areas where pedestrian oriented retail uses are actively encouraged by the CCAP and limiting the remainder of the site to residential development. The existing CCAP permits mixed uses throughout the site.

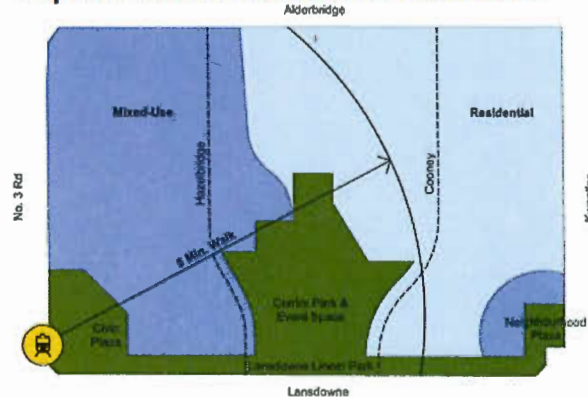
##### **Existing Commercial/Services Distribution**



##### **Summary:**

- Mixed uses permitted on the site

##### **Proposed Commercial/Services Distribution**



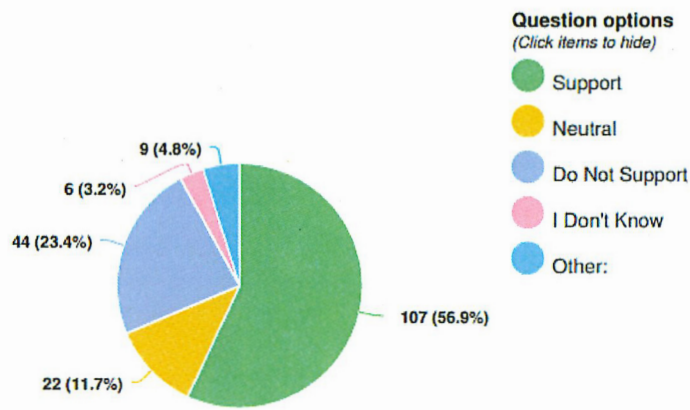
##### **Summary:**

- Strategic concentration of mixed land uses

69% of those who responded support or have a neutral opinion about the suggestion to limit the area where non-residential uses are supported.



4. Here is how I feel about the suggestion to concentrate mixed land uses in strategic locations on the site:



The primary concerns associated with limiting areas where non-residential uses are supported include perceptions that:

- Commercial uses at ground level should be supported throughout the neighbourhood.
- Residential redevelopment is overrepresented within the City Centre.
- Restricting non-residential uses will result in pedestrian and vehicle congestion.
- No residential uses should be supported on the site.