



**Planning Committee
Electronic Meeting**

**Council Chambers, City Hall
6911 No. 3 Road**

**Wednesday, October 4, 2023
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on September 13, 2023.*



NEXT COMMITTEE MEETING DATE

October 17, 2023, (tentative date) at 4:00 p.m. in the Council Chambers.

PLANNING AND DEVELOPMENT DIVISION

- 1. APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 STEVESTON HIGHWAY FROM “SINGLE DETACHED (RS1/B)” ZONE, “SINGLE DETACHED (RS1/E)” ZONE AND “TWO-UNIT DWELLINGS (RD1)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM2)” ZONE**
(File Ref. No. RZ 21-939470) (REDMS No. 7353646)

PLN-8

See Page PLN-8 for full report

Designated Speaker: Edwin Lee & Suzanne Smith

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10496, for the rezoning of 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway from “Single Detached (RS1/B)” zone, “Single Detached (RS1/E)” zone and “Two-Unit Dwellings (RD1)” zone to the “Medium Density Townhouses (RTM2)” zone, be introduced and given first reading.



2. **APPLICATION BY HARI SINGH GILL FOR REZONING AT 3300 GRANVILLE AVENUE FROM "SINGLE DETACHED (RS1/E)" ZONE TO "SINGLE DETACHED (RS2/B)" ZONE**

(File Ref. No. RZ 22-026766) (REDMS No. 7349270)

PLN-66

See Page PLN-66 for full report

Designated Speaker: Laurel Eyton & Suzanne Smith

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10495, for the rezoning of 3300 Granville Avenue from “Single Detached (RS1/E)” zone to “Single Detached (RS2/B)” zone, be introduced and given first reading.



3. **APPLICATION BY MATTHEW CHENG FOR REZONING AT 7300 ST. ALBANS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “HIGH DENSITY TOWNHOUSES (RTH1)” ZONE**

(File Ref. No. RZ 21-943417) (REDMS No. 7346869)

PLN-85

See Page PLN-85 for full report

Designated Speaker: Ashley Kwan & Josh Reis

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10494, for the rezoning of 7300 St. Albans Road from “Single Detached (RS1/E)” zone to “High Density Townhouses (RTH1)” zone, be introduced and given first reading.



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Pg. # ITEM

4. **HOUSING AGREEMENT BYLAW NO. 10484 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE UNITS ON CITY-OWNED LAND AT 4831 STEVESTON HIGHWAY AS PART OF THE RAPID HOUSING INITIATIVE PARTNERSHIP**
(File Ref. No. 08-4057-05) (REDMS No. 7349260)

PLN-112

See Page PLN-112 for full report

Designated Speaker: Kim Somerville

STAFF RECOMMENDATION

That Housing Agreement (4831 Steveston Highway) Bylaw No. 10484 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the affordable housing units required by Rezoning Application RZ 23-018081, be introduced and given first, second, and third readings.

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5. **MANAGER'S REPORT**

ADJOURNMENT

☐



Planning Committee

Date: Wednesday, September 13, 2023

Place: Council Chambers
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo (entered the meeting at 4:29 p.m.)
Councillor Chak Au
Councillor Carol Day
Councillor Andy Hobbs (by teleconference)

Also Present: Councillor Kash Heed
Councillor Michael Wolfe (by teleconference)

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 6, 2023, be adopted as circulated.

CARRIED

1. **APPLICATION BY LUNG DESIGNS LTD. FOR REZONING AT 7560 ASH STREET FROM “SINGLE FAMILY (RS1/F)” ZONE TO “SINGLE FAMILY (RS2/E)” ZONE**
(File Ref. No. RZ 22-021110) (REDMS No. 7065366)

Staff reviewed the application and highlighted that (i) the property will be subdivided into two single-family lots, (ii) vehicle access to the western lot is proposed from Ash Street and vehicle access to the eastern lot is proposed from Armstrong Street, (iii) the site is currently occupied by an existing single-family dwelling on the western portion of the lots, which will remain on proposed Lot 1, and (iv) a two bedroom secondary suite will be provided in the new home proposed on the eastern lot (Lot 2).

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In reply to queries from Committee, staff advised that (i) the western lot is larger than the eastern lot due to the retention of the existing home. The proposed lot dimensions are the minimum required to accommodate the FAR of the existing home (ii) as the current home is owner occupied and there is no intention to remove any portion of the building, and (iii) there is a requirement for development signage to be placed on all road frontages.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10491, for the rezoning of 7560 Ash Street from the “Single Family (RS1/F)” zone to the “Single Family (RS2/E)” zone, be introduced and given first reading.

CARRIED

2. APPLICATION BY GURJIT POONI FOR REZONING AT 9371 DOLPHIN AVENUE FROM “SINGLE DETACHED RS1/B” ZONE TO “SINGLE DETACHED (RS2/K)” ZONE

(File Ref. No. RZ 23-014545) (REDMS No. 7278914)

Staff provided a brief overview of the report noting that (i) the proposed application is to create two single-family lots with vehicle access from Dolphin Avenue, (ii) there is an existing tenant occupied single-family home on the property, (iii) applicant and the current tenants have a mutual agreement to end tenancy as the tenant is in the process of building a new home, and (iii) a minimum one bedroom secondary suite is proposed for each lot.

In response to queries from Committee, staff advised that (i) the applicant has indicated there is a mutual end of tenancy agreement between the applicant and tenants, (ii) the tree identified for removal on the adjacent property is in poor condition, (iii) staff were directed to provide Council with a memorandum with respect to the condition of the tree on the neighbouring property and an update regarding the property owner’s authorization for the removal of the neighboring tree.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10485, for the rezoning of 9371 Dolphin Avenue from “Single Detached (RS1/B)” zone to “Single Detached (RS2/K)” zone, be introduced and given first reading.

CARRIED

3. CHILD CARE STRATEGY GUIDING PRINCIPLES

(File Ref. No. 07-3070-04) (REDMS No. 7250888)

Planning Committee
Wednesday, September 13, 2023

In response to queries from Committee, staff advised that (i) the final Child Care Strategy will be shared with the school district, (ii) the Childcare Strategy is an on-going standing agenda item on the Council Trustee Liaison Committee, (iii) through the needs assessment, staff with a consultant will undergo public consultations with the community to learn what the true need is for licenced childcare in Richmond, (iv) Richmond continues to be a leader in Metro Vancouver in child care space creation with approximately 35.6 spaces per 100 children, aged 0-12.

It was moved and seconded

- (1) *That the guiding principles detailed in the staff report titled “Child Care Strategy Guiding Principles”, dated August 28, 2023, from the Director, Community Social Development, be endorsed; and*
- (2) *That the guiding principles be used to inform the strategic directions and actions of the draft Child Care Strategy.*

CARRIED

4. **HOMELESSNESS STRATEGY 2019–2029: 2022 UPDATE**

(File Ref. No. 08-4057-11-03) (REDMS No. 7178822)

Discussion ensued with respect to (i) the need for more affordable housing, (ii) Vancouver Coastal health being a key partner in developing the Homelessness Strategy, (iii) the rental cost for one –bedroom Low End Market rental being about \$1,000/month compared to affordable units priced at \$350-\$500/month, (iv) increased homeless camps in the City, (v) taking a comprehensive approach including mental health, and drug addiction to deal with homelessness, (vi) inclusion of many departments and divisions and external agencies, such as Coastal Heath and BC Housing to tackle the problem of homelessness, (vii) City’s initiatives to increase the amount of supportive housing, including several project where the city has contributed land and capital funding, and (ix) the 2023 homeless count numbers which are expected to be released in the Fall of 2023.

Councillor Alexa Loo entered the meeting at 4:29 p.m.

It was moved and seconded

- (1) *That the Homelessness Strategy 2019–2029: 2022 Update, as outlined in the staff report titled “Homelessness Strategy 2019–2029: 2022 Update”, dated August 28, 2023, from the Director, Community Social Development, be received for information; and*

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- (2) *That the Homelessness Strategy 2019–2029: 2022 Update be distributed to key partners and organizations, local Members of Parliament, local Members of the Legislative Assembly and posted on the City’s website.*

CARRIED

ADJOURNMENT

It was moved and seconded

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

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, September 13, 2023.

Councillor Bill McNulty
Chair

Raman Grewal
Legislative Services Associate



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: September 18, 2023
File: RZ 21-939470

Re: Application by Interface Architecture Inc. for Rezoning at 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway from "Single Detached (RS1/B)" Zone, "Single Detached (RS1/E)" Zone and "Two-Unit Dwellings (RD1)" Zone to "Medium Density Townhouses (RTM2)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10496, for the rezoning of 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway from "Single Detached (RS1/B)" zone, "Single Detached (RS1/E)" zone and "Two-Unit Dwellings (RD1)" zone to the "Medium Density Townhouses (RTM2)" zone, be introduced and given first reading.

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

WC:el
Att. 7

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

Staff Report

Origin

Interface Architecture Inc., on behalf of Steveston Townhouse Ventures Inc. (Incorporation number: BC1293948; Director: Barry Cavanaugh & Robert Arthur Barker), has applied to the City of Richmond for permission to rezone 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway (Attachment 1) from “Single Detached (RS1/B)” zone, “Single Detached (RS1/E)” zone and “Two-Unit Dwellings (RD1)” zone to the “Medium Density Townhouses (RTM2)” zone in order to permit the development of 30 townhouse units with seven secondary suites and a right-in/right-out vehicle access from Steveston Highway.

Project Description

The eight properties (ten units) under this application have a total combined frontage of approximately 151 m along Steveston Highway and a 22 m frontage along Lassam Road; these properties will be required to be consolidated into one development parcel prior to final adoption of the rezoning bylaw. The proposed density is 0.65 floor area ratio (FAR). The site layout includes 12 two-storey units and 18 three-storey units in ten townhouse clusters. Seven secondary suites and five accessible units are included in this proposal. Vehicle access is provided by a single right-in/right-out driveway access to Steveston Highway. A preliminary site plan, building elevations and landscape plan are contained in Attachment 2.

A Servicing Agreement will be required for the design and construction of frontage beautification works and service connections.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject site currently contains six single-family homes and four duplex units. The applicant advised that there are no secondary suites in the homes and that all ten homes are currently tenanted. The developer advised that they have made these homes available to tenants at half the market rates with the clear understanding from all tenants that these are short term rentals within a development site and the homes will be demolished and legal notice to end tenancies in keeping with the Residential Tenancy Act will be issued.

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

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

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

To the East: Across Lassam Road, existing single-family dwellings on lots zoned “Single Detached (RS1/B)”.

To the West: A recently constructed 28-unit townhouse complex on a lot zoned “Medium Density Townhouses (RTM2)”.

Related Policies & Studies

Official Community Plan/Steveston Area Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”. The Steveston Area Land Use Map designation for the subject site is “Multiple-Family”. This redevelopment proposal for 30 townhouses is consistent with these designations.

Arterial Road Land Use Policy

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

Floodplain Management Implementation Strategy

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

Public Consultation

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

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* and the City’s *Zoning Bylaw 8500*.

Analysis

Built Form and Architectural Character

The applicant proposes to consolidate the eight properties into one development parcel, with a total net site area of 6,214 m². The proposal consists of 30 townhouses, in a mix of two-storey and three-storey townhouse units in 10 clusters.

The layout of the townhouse units is oriented around a single driveway providing access to the site from Steveston Highway and an east-west internal manoeuvring aisle providing access to the unit garages. A two-storey indoor amenity building is proposed at the southwest corner of the site.

Two outdoor amenity areas are proposed: one will be situated in a central open courtyard at the rear (north) of the site, opposite to the entry driveway; the other one will be located along the site's Lassam Road frontage, adjacent to the proposed indoor amenity building.

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

Consistent with the parking requirements in Richmond Zoning Bylaw 8500, a total of 60 resident vehicle parking spaces are proposed, of which 14 spaces (23 per cent) are proposed in a tandem arrangement. Prior to rezoning approval, a restrictive covenant preventing the conversion of tandem parking area into storage or habitable space is required to be registered on Title. Also consistent with the parking requirements, a total of six visitor parking spaces are proposed on-site, two of which will be accessible visitor parking spaces. In addition, a total of 39 resident (Class 1) bicycle parking spaces and six visitor (Class 2) bicycle parking spaces are proposed, which comply with the requirements under the Zoning Bylaw 8500.

Density Proposed

The Arterial Road Land Use Policy specifies a typical density of 0.60 FAR (Floor Area Ratio) for townhouse developments along arterial roads, subject to the applicant providing a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund prior to Council approval of any rezoning application.

This policy further provides for the consideration of additional density for townhouse development, including:

- corner lot developments with frontage improvements on two or more streets where significant road dedication is required (provided that the density bonus is used solely to balance the loss of land for road dedication);
- land assembly with more than 100 m frontage on a major arterial road;
- developments abutting a park or other non-residential land use where affordable housing is provided on-site;
- additional community benefits are provided (not including affordable housing contributions); and/or
- Low End Market Rental housing units are provided.

The applicant is proposing medium density townhouses with a maximum density of 0.65 FAR. Staff support the proposed density based on the applicant's commitment to include the following features in this townhouse development:

- Larger site assembly:
 - The subject site has more than 100 m frontage (i.e., 151 m) on a major arterial road (i.e., Steveston Highway).
- Installation of solar photovoltaic (PV) panels:
 - The developer is proposing to install four 450W solar panels per unit. The size and placement of the solar panels will be reviewed in detail through Development Permit and overall architectural design.
 - These solar panels would produce around 2,082 kWh per year or approximately 31 per cent of the power an average townhouse in British Columbia use. This would mean a saving of approximately \$300.00 per year per unit.
- Five accessible units:
 - These units will be designed based on City's Convertible Unit Checklist and Aging-in-Place features, with a stair lift installed.
 - Applicable Basic Universal Housing unit features will also be included in the accessible unit design.
 - Detailed design of the accessible units is presented in Attachment 4.
- Seven one-bedroom secondary suites:
 - These suites will be contained in the end units along Steveston Highway (Attachment 2) and will not be stratified.
 - The size of the secondary suite ranges from approximately 27 m² (295 ft²) to 34 m² (366 ft²).
 - Each secondary suite contains an open living/dining/kitchen area, a bedroom and a bathroom.
 - No additional residential parking spaces will be assigned to the secondary suites since a side-by-side double car garage is proposed to be included in each of the townhouse units containing a secondary suite, consistent with the parking requirements of Zoning Bylaw 8500.

All of these features will be secured through restrictive covenants, which will be registered on Title prior to final adoption of the rezoning bylaw.

Residual Site - 10880 Lassam Road

The proposed site assembly will leave a residual development site to the northwest at 10880 Lassam Road. This internal lot facing and addressed off a local road is identified for townhouse development under the Arterial Road Policy since it is located within 35 m from Steveston Highway.

The developer has made multiple attempts to explore the opportunity to include 10880 Lassam Road into the proposed townhouse development; however, the acquisition attempt was not successful (Attachment 5). To proceed with the subject development proposal, the developer has agreed to provide the following in support of the future redevelopment of the property:

- Vehicle access from the subject site to future multiple-family residential development on 10880 Lassam Road; a Public Rights-of-Passage (PROP) Statutory Right-of-Way (SRW) over the entire internal drive aisle on the subject site to allow use of the driveway will be registered on Title of the subject site as a condition of rezoning to secure this arrangement; and
- Shared use of garbage/recycling collection facilities on-site with future multiple-family residential development on 10880 Lassam Road. A cross-access easement and agreement will be registered on Title of the subject site as a condition of rezoning to secure this arrangement.

The proposed development will not restrict redevelopment of the adjacent site at 10880 Lassam Road. The applicant has provided a preliminary concept (on file) for 10880 Lassam Road to demonstrate that it could be redeveloped into a multiple-family residential development in keeping with the site's OCP designation in the future.

Transportation and Site Access

An existing Statutory Right-of-Way (SRW EPP92792) is registered over the drive aisle of the neighbouring townhouse development to the east at 5651 Steveston Highway, which may be utilized to provide vehicular access to the subject site. However, based on the scale of the subject development and its 151 m frontage along Steveston Highway, a separate vehicular access from Steveston Highway is proposed. The Transportation Department has reviewed and supported the proposed driveway, but this access will be restricted to right-in/right-out traffic movements.

As mentioned above, a SRW over the entire internal drive aisle on the subject site will be registered on Title to provide future access to 10880 Lassam Road. This SRW, as requested by the Fire Department, will also be required to provide emergency access to the neighbouring townhouse development to the east at 5651 Steveston Highway. The drive aisles of the two sites must be connected and kept open at all times. The Fire Department is willing to accept alternate arrangements (i.e., bollards on either side of the cross access with a chain across) should residents of the two developments have concerns over the drive aisle being kept open at all times. Detailed design will be reviewed at Development Permit stage.

Prior to final adoption of the rezoning bylaw, the developer is required to dedicate a 4.0 m x 4.0 m corner cut at the subject site's southwest corner, design and construct the frontage improvement works on both site's frontages and construct a concrete bus pad with electrical pre-ducting conduits at the Steveston Highway/Kingfisher Drive westbound bus stop (see Attachment 6 for details).

Site Servicing and Frontage Improvements

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

Existing Legal Encumbrances

There are existing 3.0 m wide utility Right-of-Ways (ROWs) generally along the north property line of the subject site for existing sanitary main and connections. The developer is aware that no construction is permitted in these areas.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 46 bylaw-sized trees on the subject property, four trees on neighbouring properties and one street tree on City property.

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

- Two trees, a 22 cm cal Blue Spruce tree (tag# 267) and a 44 cm cal Noble Fir (tag# 295), located on-site, are identified in good condition and are to be retained and protected. A Tree Survival Security of \$15,000.00 will be required for the two trees.
- Two trees, a multi-branched Coral Barked Maple tree (tag# 265; 6, 6 & 8 cm cal) and a multi-branched Japanese Maple tree (tag# 992; 6, 7 & 8 cm cal), located on-site, are identified in good condition and are good candidates for relocation to the central amenity area.
- 42 trees (tag# 251-264, 266, 268-275, 293-294, 296, 983, 986-991, 993-1000 and S1) located on-site are either dead, dying (sparse canopy foliage), have been previously topped or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be replaced. Replacement trees should be specified at 2:1 ratio as per the OCP.
- Four trees (tag# S2, S3, 984 and 985) located on neighbouring property are to be protected as per Arborist report recommendations.
- Three hedgerows located at the City boulevard in front of 5571, 5591 and 5611 Steveston Highway, will be in conflict with required frontage improvement works and are recommended for removal; no compensation required.
- A 22 cm cal Katsura Tree (tag# S4) located at the City boulevard along Lassam Road, was dead and was removed by Parks staff in 2021.

Tree Replacement

The applicant wishes to remove 41 bylaw-sized on-site trees; the 2:1 replacement ratio would require 82 replacement trees. In addition, the applicant wishes to remove one significant tree on-site (tag #1000), the 3:1 replacement ratio would require an additional three replacement trees. Therefore, the total number of replacement trees required for the proposed removal of 42 trees on-site is 85 trees.

According to the Preliminary Landscape Plan provided by the applicant (Attachment 2), the applicant proposes to plant 60 new trees on-site. The size and species of replacement trees will be reviewed in detail through Development Permit and overall landscape design. The applicant has agreed to provide a voluntary contribution of \$18,750.00 (\$750.00/tree) to the City's Tree Compensation Fund in-lieu of planting the remaining 25 replacement trees, should they not be accommodated on-site.

Tree Protection and Relocation

The applicant has committed to relocate two trees on-site to the proposed outdoor amenity area. As a condition to rezoning, a proof of a contract with a company specializing in tree relocation to undertake the transplant of the two trees and a Tree Survival Security to the City in the amount of \$10,000.00 will be required. Following construction and all required Building Permit Inspections, an acceptable post-construction impact assessment report must be submitted to confirm the tree has survived. The City will then release 50 per cent of the security; and the remaining 50 per cent of the security will be released one year later, subject to inspection and survival of the tree.

The applicant has also committed to retain and protect two other trees on-site and four trees located on adjacent properties. The applicant has submitted a Tree Management Plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 7). 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.

Amenity Space

The conceptual development plans include 90 m² (970 ft²) of indoor amenity, which would meet the minimum requirements in the OCP. The proposed indoor amenity includes two multi-purpose rooms, a kitchenette and accessible washrooms.

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

Impacts of Traffic Noise

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

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

Energy Efficiency

The developer has committed to design the subject development to meet the City's Step Code requirements. A commitment letter has been submitted (on file) to confirm that the proposed development will be designed to achieve Step 3 (with low carbon energy plant), which meets the current Step Code requirements.

Housing Type and Tenure

The proposed development is a market townhouse development. Consistent with OCP policy respecting townhouse and multiple-family housing development projects and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

Affordable Housing Strategy

The City's Affordable Housing Strategy requires that all townhouse rezoning applications provide a cash-in-lieu contribution to the Affordable Housing Reserve Fund.

Consistent with the Strategy, the applicant proposes to submit a cash-in-lieu contribution to the Affordable Housing Reserve fund in the amount of \$12.00 per buildable square foot (for sites outside of City Centre) for a total contribution of \$521,718.13 prior to final adoption of the rezoning bylaw. The applicant is also voluntarily providing seven secondary suites within the development.

Market Rental Housing Policy

The City's Market Rental Housing Policy requires that all townhouse rezoning applications provide a cash-in-lieu contribution to the Affordable Housing Reserve Fund. Consistent with the Strategy, the applicant proposes to submit a cash-in-lieu contribution to the Affordable Housing Reserve fund in the amount of \$2.65 per buildable square foot for a total contribution of \$115,212.75 prior to final adoption of the rezoning bylaw.

Public Art

In response to the City's Public Art Program (Policy 8703), the applicant will provide a voluntary contribution at a rate of \$0.99 per buildable square foot (2023 rate) to the City's Public Art Reserve fund; for a total contribution in the amount of \$43,041.75.

Variance Requested

The proposed development is generally in compliance with the "Medium Density Townhouses (RTM2)" zone other than the variances noted below:

1. Reduction of the minimum front yard setback from 6.0 m to 4.5 m.
 - Staff support the requested variance as the Arterial Road Guidelines for Townhouses in the OCP support reduced front yard setback where a 6.0 rear yard setback is provided, on condition that there is an appropriate interface with neighbouring properties.
2. Reduction of the minimum exterior side yard setback from 6.0 m to 4.5 m.
 - Staff support the requested variance to facilitate the retention and protection of a 44 cm cal Noble Fir tree (tag# 295) and to accommodate a two-storey indoor amenity building proposed at the southwest corner of the site, adjacent to the secondary outdoor amenity space around the protected tree.

These variances will be reviewed in the context of the overall detailed design of the project; including architectural form, site design and landscaping at the Development Permit stage.

Development Permit

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

- Compliance with Development Permit Guidelines for multiple-family projects in the 2041 Official Community Plan (OCP).

- Refinement of the proposed site grading to ensure survival of all proposed protected trees and appropriate transition between the proposed development to the public sidewalk along the site's frontages and to the adjacent existing developments.
- Refinement of site layout to maximize planting areas along internal drive aisles and to better define private vs. semi-private spaces on-site.
- Refinement of the proposed building form to achieve sufficient variety in design to create a cohesive yet interesting streetscape along Steveston Highway and to reduce visual massing of the three-storey units along Steveston Highway.
- Refinement of landscape design to optimize replacement tree planting on-site, to maximize permeable surface areas and to better articulate hard surface treatments on-site.
- Review of size and species of on-site replacement trees to ensure bylaw compliance and to achieve an acceptable mix of conifer and deciduous trees on-site.
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.
- Review of the sustainability strategy for the development proposal.

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

Financial Impact or Economic Impact

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

Conclusion

The proposed 30-unit townhouse development is generally consistent with the Official Community Plan (OCP) and the Arterial Road Policy in the OCP. Further review of the project design is required to ensure a high-quality project and design consistent with the existing neighbourhood context and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10496 be introduced and given First Reading.



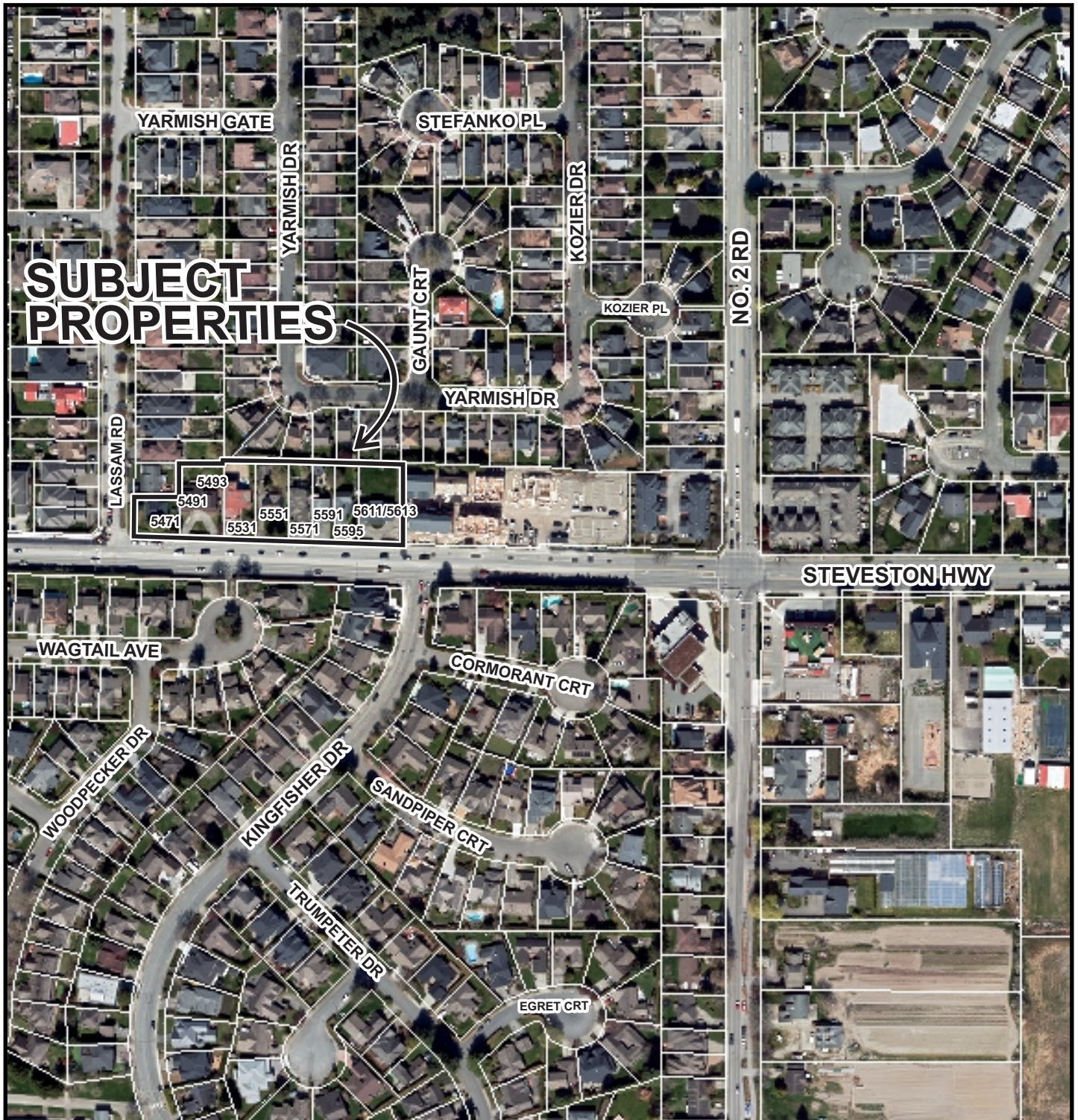
Edwin Lee
Planner 2
(604-276-4121)

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- Att.
- 1: Location Map
 - 2: Conceptual Development Plans
 - 3: Development Application Data Sheet
 - 4: Preliminary Accessible Unit Design
 - 5: Proof of Acquisition Attempts
 - 6: Rezoning Considerations
 - 7: Tree Management Plan



City of Richmond



RZ 21-939470

PLN - 21

Original Date: 10/22/21

Revision Date: 09/19/23

Note: Dimensions are in METRES

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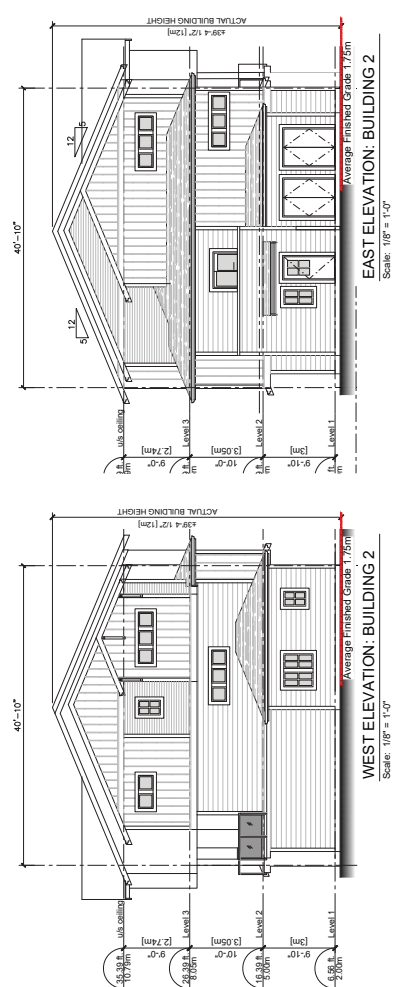
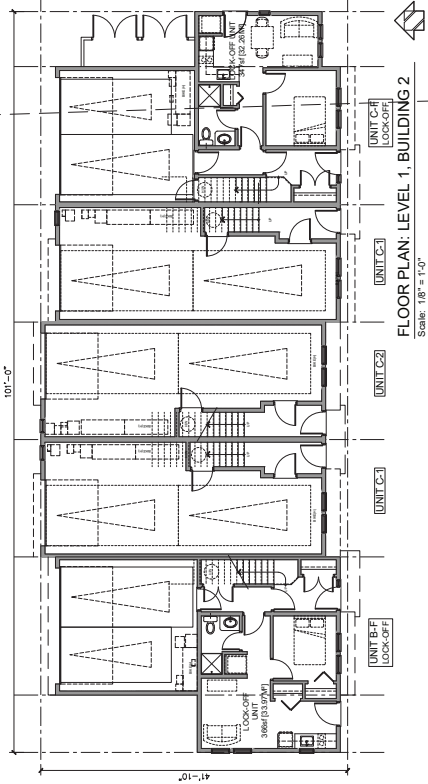
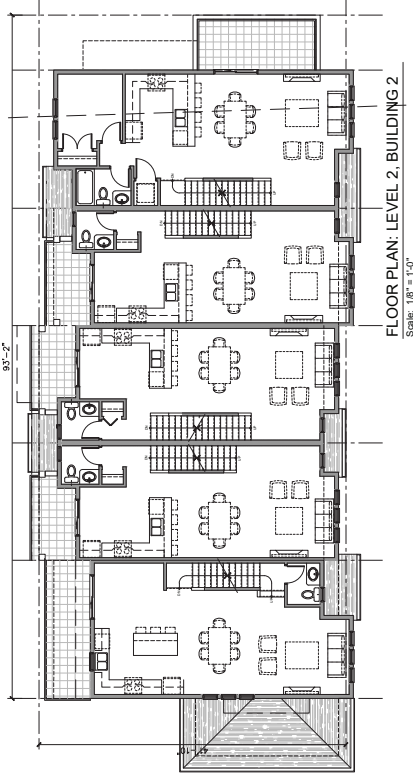
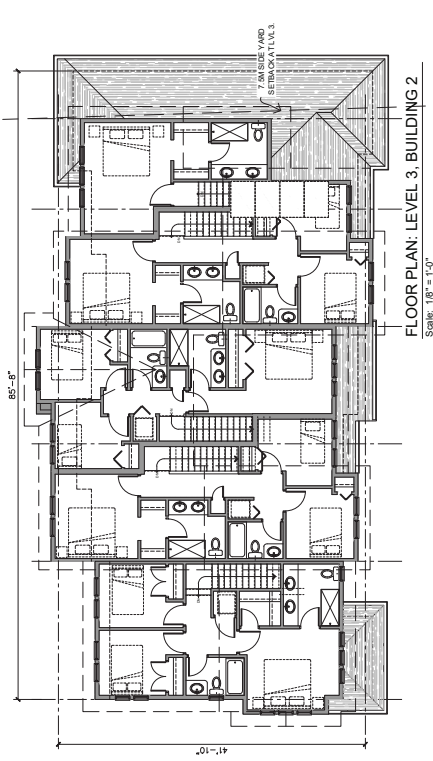
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DRAWING LIST

Architectural

- A1.1 PROJECT DATA, STEPPING PARKING PLAN
A1.2 SITE PLAN, CONCEPTUAL LAYOUT
A1.3 SITE AREA OVERLAYS
A1.4 FAR OVERLAY - BUILDING 1 & 2
A1.5 FAR OVERLAY - BUILDING 3-10
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A2.2 PLANS AND ELEVATIONS - BUILDING 2
A2.3 PLANS AND ELEVATIONS - BUILDING 3-6
A2.4 PLANS AND ELEVATIONS - BUILDING 7
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A2.6 PLANS AND ELEVATIONS - BUILDING 9
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A2.9 ACCESSIBILITY PATH KEY PLAN
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REVISIONS	
Sep. 04, 2023 R222 Re-Submission	
Aug. 21, 2023 R221 Re-Submission	
Apr. 26, 2023 R220 Re-Submission	
Apr. 04, 2023 R219 Re-Submission	
Jun. 24, 2022 Reopening Re-Submission	
Aug. 13, 2021 Reopening Permit Application	
CONSULTANTS	
<p>INTERFACE: Suite 200 11500 Cambie Road Richmond, BC Canada V6V 1K2 T 604.821.1142 F 604.821.1146 www.interfacearchitecture.com</p>	
<p>PROJECT Proposed 30-Unit Townhouse Development SLOTTASSEMBLY 5013 150th Street, Unit 101 5013 150th Street, Unit 102 5013 150th Street, Unit 103 5013 150th Street, Unit 104 5013 150th Street, Unit 105 5013 150th Street, Unit 106 5013 150th Street, Unit 107 5013 150th Street, Unit 108 5013 150th Street, Unit 109 5013 150th Street, Unit 110 5013 150th Street, Unit 111 5013 150th Street, Unit 112 5013 150th Street, Unit 113 5013 150th Street, Unit 114 5013 150th Street, Unit 115 5013 150th Street, Unit 116 5013 150th Street, Unit 117 5013 150th Street, Unit 118 5013 150th Street, Unit 119 5013 150th Street, Unit 120 5013 150th Street, Unit 121 5013 150th Street, Unit 122 5013 150th Street, Unit 123 5013 150th Street, Unit 124 5013 150th Street, Unit 125 5013 150th Street, Unit 126 5013 150th Street, Unit 127 5013 150th Street, Unit 128 5013 150th Street, Unit 129 5013 150th Street, Unit 130 5013 150th Street, Unit 131 5013 150th Street, Unit 132 5013 150th Street, Unit 133 5013 150th Street, Unit 134 5013 150th Street, Unit 135 5013 150th Street, Unit 136 5013 150th Street, Unit 137 5013 150th Street, Unit 138 5013 150th Street, Unit 139 5013 150th Street, Unit 140 5013 150th Street, Unit 141 5013 150th Street, Unit 142 5013 150th Street, Unit 143 5013 150th Street, Unit 144 5013 150th Street, Unit 145 5013 150th Street, Unit 146 5013 150th Street, Unit 147 5013 150th Street, Unit 148 5013 150th Street, Unit 149 5013 150th Street, Unit 150 5013 150th Street, Unit 151 5013 150th Street, Unit 152 5013 150th Street, Unit 153 5013 150th Street, Unit 154 5013 150th Street, Unit 155 5013 150th Street, Unit 156 5013 150th Street, Unit 157 5013 150th Street, Unit 158 5013 150th Street, Unit 159 5013 150th Street, Unit 160 5013 150th Street, Unit 161 5013 150th Street, Unit 162 5013 150th Street, Unit 163 5013 150th Street, Unit 164 5013 150th Street, Unit 165 5013 150th Street, Unit 166 5013 150th Street, Unit 167 5013 150th Street, Unit 168 5013 150th Street, Unit 169 5013 150th Street, Unit 170 5013 150th Street, Unit 171 5013 150th Street, Unit 172 5013 150th Street, Unit 173 5013 150th Street, Unit 174 5013 150th Street, Unit 175 5013 150th Street, Unit 176 5013 150th Street, Unit 177 5013 150th Street, Unit 178 5013 150th Street, Unit 179 5013 150th Street, Unit 180 5013 150th Street, Unit 181 5013 150th Street, Unit 182 5013 150th Street, Unit 183 5013 150th Street, Unit 184 5013 150th Street, Unit 185 5013 150th Street, Unit 186 5013 150th Street, Unit 187 5013 150th Street, Unit 188 5013 150th Street, Unit 189 5013 150th Street, Unit 190 5013 150th Street, Unit 191 5013 150th Street, Unit 192 5013 150th Street, Unit 193 5013 150th Street, Unit 194 5013 150th Street, Unit 195 5013 150th Street, Unit 196 5013 150th Street, Unit 197 5013 150th Street, Unit 198 5013 150th Street, Unit 199 5013 150th Street, Unit 200</p>	
<p>PLANS & ELEVATIONS - BUILDING 2</p>	
DRAWING	A2.2



AGING IN TYPE MEASURES (ALL UNITS)	
ALL ROOMS	LARGE TOGGLE TYPE ELECTRICAL SWITCHES
	LEVER TYPE DOOR HANDLES
	MINIMUM THRESHOLD HEIGHTS LESS THAN 1/2" WHERE POSSIBLE
	MINIMIZE CONTRAST IN COLOURS OF FLOOR FINISHES WHERE POSSIBLE
CLARK & LINDS	WALLS COOKING FURNITURE ADDITIONAL WINDOW INSTALLATION
	INTERMEDIATE START LAMINOS WHENEVER POSSIBLE
	WALLS COOKING FURNITURE ADDITIONAL WINDOW INSTALLATION
BATHROOMS	WALLS COOKING FURNITURE ADDITIONAL WINDOW INSTALLATION (TOILET)
	LEVER HANDLE TAPS AND FAUCETS
	2"X4" SLIDING DOORS WHERE POSSIBLE
KITCHEN	LEVER HANDLE TAPS AND FAUCETS
HALLWAYS	MIN. 900MM WIDTH

BATHROOMS (MIN 1 UNIT)	<p>TILE CLEAR FLOOR SPACE MIN. 1200 MM AT AND IN FRONT</p> <p>WALL BUCKING FOR FUTURE GRABS BARS AT TOILET, TUB AND SHOWER</p> <p>MIN. 1500 MM CLEARANCE TO SHOWER, TUB AND SHOWER</p> <p>TOILET LOCATIONS</p> <p>LEVEL-7/7P HANDLES FOR PULLING FIXTURES</p> <p>PRESSURE AND TEMPERATURE CONTROL VALVES ARE INSTALLED ON ALL SHOWER FAUCETS</p> <p>CABINETS UNDER SINK ARE EASILY REMOVED</p> <p>DEMONSTRATE IN-TUB AND SHOWER CONTROLS ARE ACCESSIBLE (LAYOUT FOR CLEAR AREA NEEDED UNDER TUB, WORKSPACE, PLUMBING AND GAS PIPES FUTURE PLUMBING)</p>
KITCHEN	

CONVERTIBLE UNIT FEATURES CHECKLIST	
DOORS & DOORWAYS	ENTRY DOORSEMINI REMOVABLE IDEALLY (MINIMUM) HAVE CLEAR ACCESS ENTRY DOORS TO CLEAR EXTERIOR FLOOR SPACE MIN. 3'00" MIN. IMPHYSICAL DOOR WITH PLUS OR MINUS CLEARANCE NOT NEEDED FOR FUTURE HANDLING PROVIDING FOR FUTURE AUTOMATIC DOOR OPERATOR
	INTERIOR DOORS TO MAIN LIVING AREAS, 1 BATHROOM & BEDROOM MIN. 3'00" MIN. IMPHYSICAL DOOR WITH PLUS OR MINUS CLEARANCE NOT NEEDED FOR FUTURE HANDLING PROVIDING FOR FUTURE AUTOMATIC DOOR OPERATOR
	WALKWAY AND/OR DOORWAYS TO REAR HALLWAY AND REAR ROOMS AND BATHROOMS MIN. 3'00" MIN. IMPHYSICAL DOOR WITH PLUS OR MINUS CLEARANCE NOT NEEDED FOR FUTURE HANDLING PROVIDING FOR FUTURE AUTOMATIC DOOR OPERATOR
	ALL INTERIOR THRESHOLDS WITHIN UNITS COMPLY WITH EBC
	LEVEL INTERIOR WALKWAYS FOR ALL DOORS

<p>ACCESSIBLE UNITS</p> <p>INCLUDE ACCESSIBLE COUNTERS</p> <p>INCLUDE ALL CONVERTIBLE UNIT FEATURES (THE "FUTURE" SEAT LIFT/ELEVATOR TO BE INSTALLED NOW)</p> <p>INCLUDE ACCESSIBILITY TO ALL ENTRIES/EXITS, HALLWAYS AND VAND</p> <p>INCLUDE ACCESSIBILITY ON ALL FLOORS, KITCHEN AND WARD</p> <p>INCLUDE ACCESSIBILITY TO ALL ELEVATOR CARS AND ELEVATOR</p> <p>PROVIDE AN INSTALLED VERTICAL LIFT (HESSEIDT LIFT) TO ONE SEAT LIFT</p> <p>PROVIDE ACCESSIBLE WASHROOM FOR VISITORS</p>
--

1500 MM TURNING DIAMETER OR TURNING PATH DIAGRAM	LEVER-TYPE HANDLES FOR PLUMBING FIXTURES	MIN. 1 WINDOW THAT CAN BE OPENED WITH A SINGLE HAND BATHROOM, KITCHEN, LIVING ROOM	PLACEMENT LOCATIONS OF ELECTRICAL OUTLETS: BESIDE WINDOW, BOTTOM OF DOOR, IN FRONT OF SINK, IN FRONT OF REFRIG., IN FRONT OF STOVE (OR INSIDE), ON FRONT FACE OF KITCHEN COUNTER, WITHIN PROXIMITY OF CONTROL CENTER FOR SMART HOME OPTIONS	UPGRADE TO FOUR-PLEX OUTLETS IN MASTER BEDROOM, HOME OFFICE, GARAGE, AND RECREATION ROOM.
WINDOWS	OUTLETS & SWITCHES			

VERTICAL LIFT FUTURE DEPRESSIONED SLAB AND LANDINGS, AS NOTED	INSTALLATION FOR IN-RUIT AC BUILDING 4.5.6.6)
CONCRETE WALLS TO BE CONSTRUCTED TO PROVIDE A STABLE FRAMING TO ACCOMMODATE BANK CONSTRUCTION WITHOUT IMPACT TO SURROUNDING STRUCTURE.	
AT THE TOP OF ALL STAIRWAYS, WALLS ARE REINFORCED WITH 2"X12" SOLID LUMBER AT 9"4" AM TO CENTRE.	
HALLWAYS	MIN. 500 MM WIDTH
GARAGE	MIN. 1 ACCESSIBLE PARKING SPACE WITH MIN. 4M GARAGE WIDTH ACCESS FROM GARAGE TO LIVING AREA MIN. 800 MM CLEAR OPENING

A. Sample is a list of 160 references of interest because for each reference, the author(s) have provided a brief abstract and a brief description of the study used to derive the author's and the journal's estimates of the effect size. The abstracts listed in the sample are not the actual abstracts of the studies, but rather, they are brief descriptions of the studies to be used in the meta-analysis. The abstracts are provided in the sample to illustrate the format of the abstracts that should be used in the meta-analysis. The abstracts are provided in the sample to illustrate the format of the abstracts that should be used in the meta-analysis.

The floor plan shows a symmetrical two-story house. The overall dimensions are 25'-0" wide by 25'-6" deep. The layout includes a central hall connecting various rooms. On the left side, there is a Master Bedroom (12' x 12'), a Bedroom (10' x 10'), and a Bathroom (5' x 7'). The central area features a Living Room (12' x 12'), a Dining Room (12' x 12'), and a Kitchen (10' x 10'). The right side mirrors the left with a Master Bedroom (12' x 12'), a Bedroom (10' x 10'), and a Bathroom (5' x 7'). The plan also includes a central staircase, a large front porch, and a rear porch. Dimensions for each room and the overall footprint are provided.

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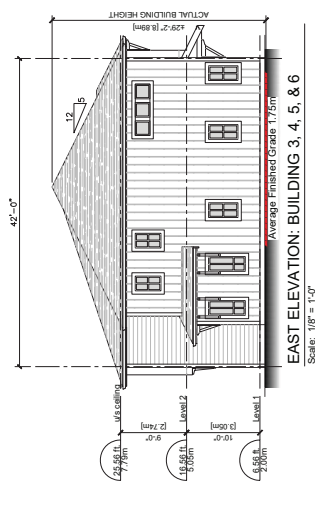
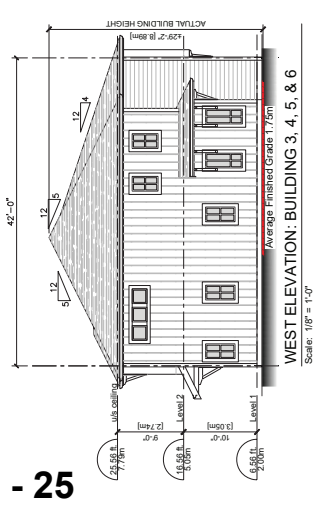
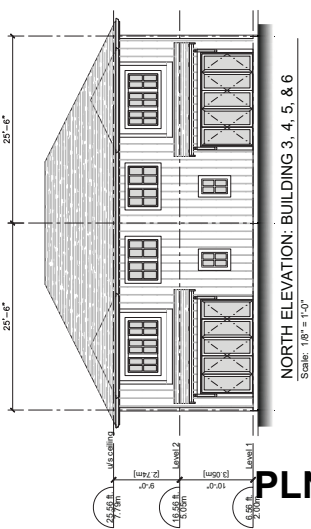
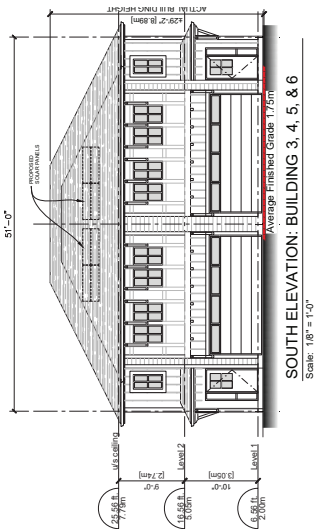
FLOOR PLAN: LEVEL 2, BUILDING 3

Scale: 1/8" = 1'-0"

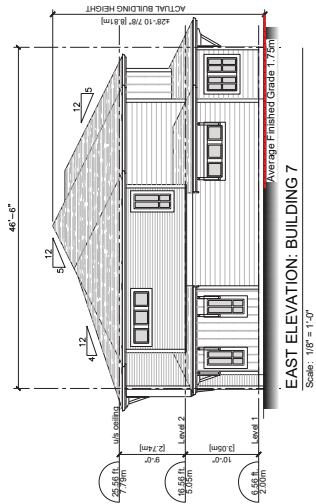
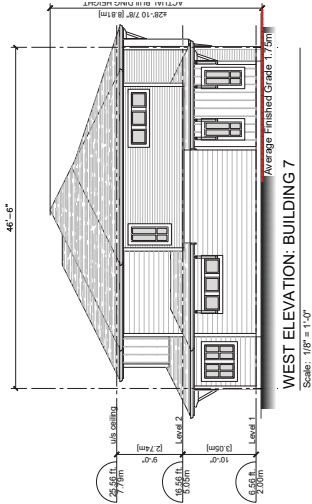
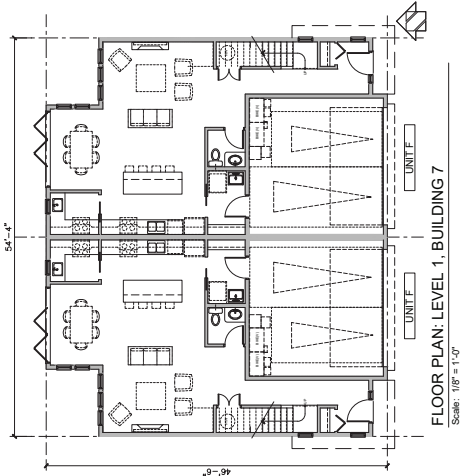
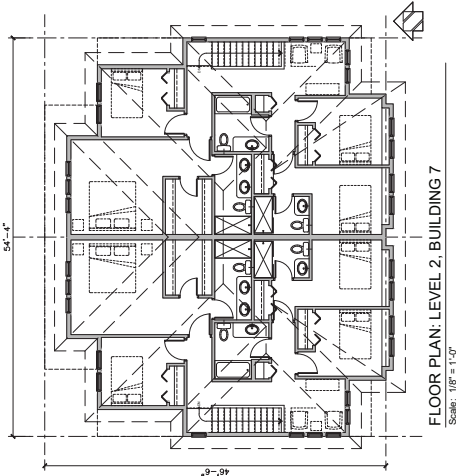
FLOOR PLAN: LEVEL 2, BUILDING 4 & 5
Scale: 1/8" = 1'-0"

FLOOR PLAN: LEVEL 2, BUILDING 6
Scale: 1/8" = 1'-0"

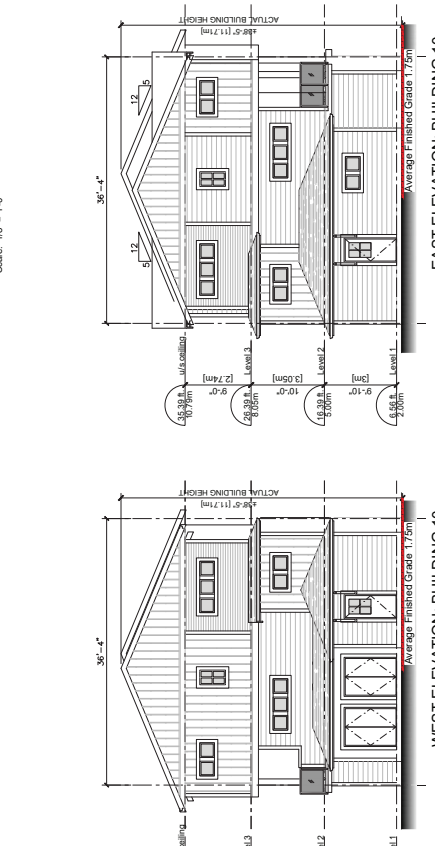
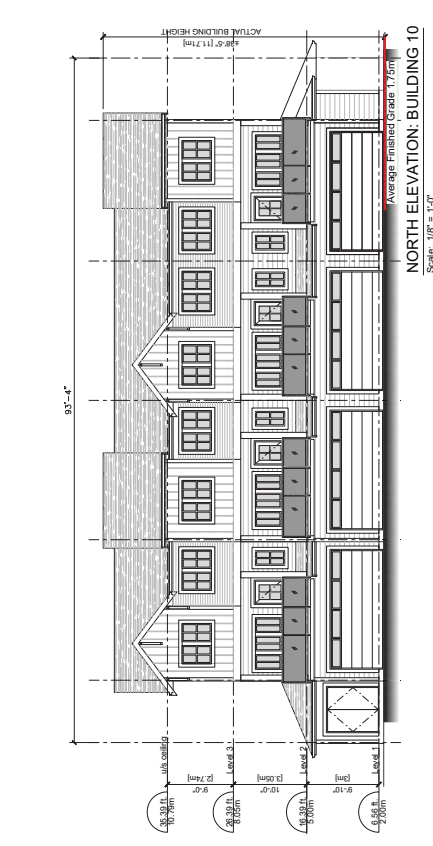
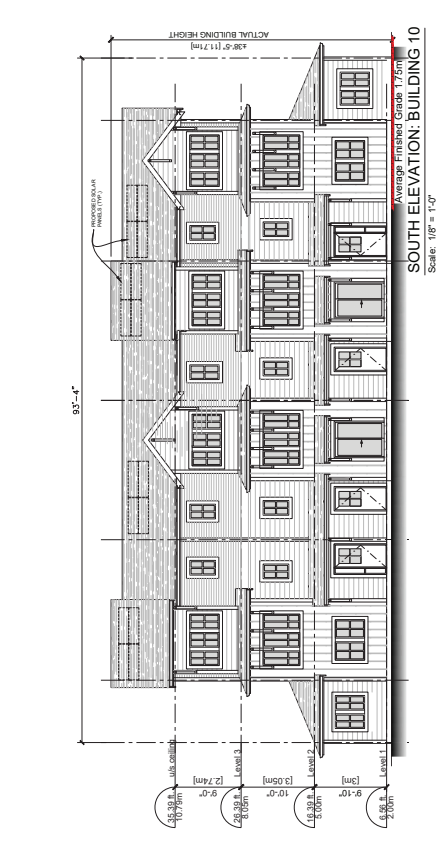
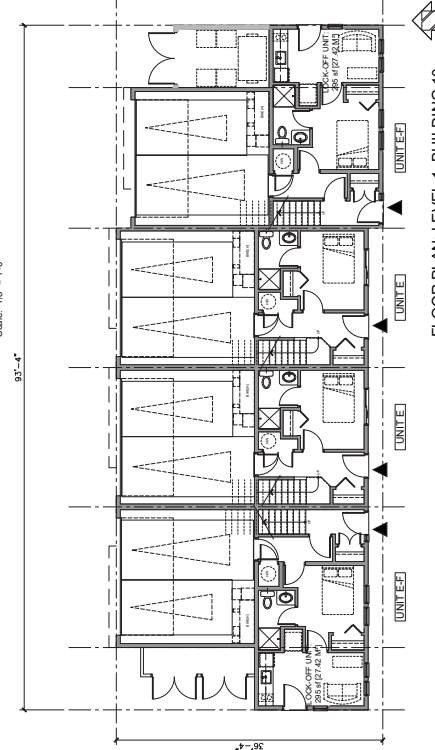
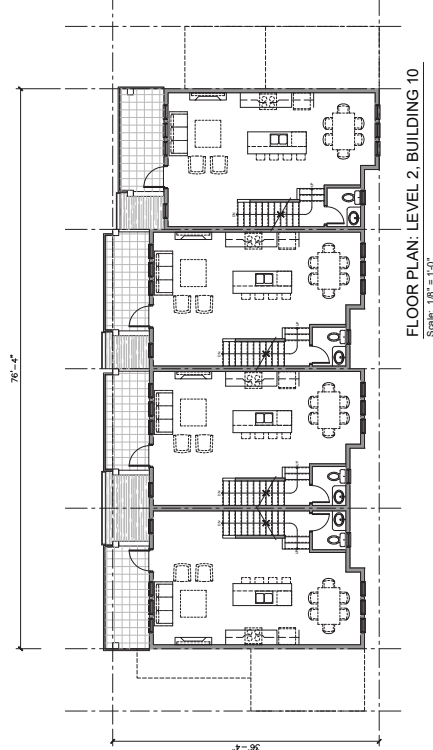
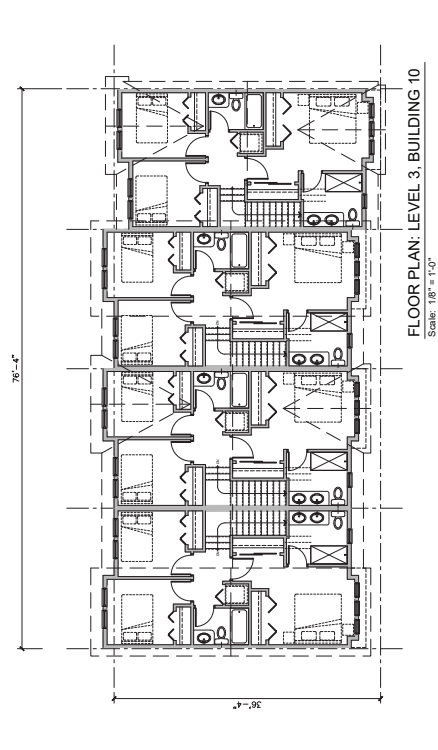
PROJECT NO. 2008TYR	DATE June 6, 2021	SHEET TITLE PLANS & ELEVATIONS - BUILDING 3, 4, 5, & 6
PROJECT NO. 2008TYR	DRAWN BY KTC SRC / AL	DRAWING
ANALYST An Naled	CHECKED BY KTC	A2.3
TOWNHOUSE DEVELOPMENT		
LOT ASSEMBLY # 203171		
BLK 15051 / SBN 15086 /		
STEVENS HWY.		
RICHMOND, BC		



REVISIONS	
Sep. 04, 2023 R24b Re-Submission	
Aug. 31, 2023 R24 Re-Submission	
Apr. 26, 2023 R22b Re-Submission	
Apr. 04, 2023 R23 Re-Submission	
Jun. 24, 2022 Reopening Re-Submission	
Aug. 13, 2021 Reopening Permit Application	
CONSULTANTS	
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<p>INTERFACED</p> <p>Suite 200 11890 Cambria Road Jamaica, NY 11435 CROSSWICK, NY 11735 T 604.821.1143 F 604.821.1146 www.interfacedarchitecture.com</p>	
<p>PROJECT Proposed 3D-Unit Townhouse Development 8 LOT ASSEMBLY 307 W. 17th Street 9551 1071 1001 1000 / 9551 1071 1001 1000 / 9551 1071 1001 1000 / 9551 1071 1001 1000 / RICHMOND, NY RICHMOND, NY</p>	
PROJECT NO.	210821VS
SCALE	As Noted
DATE	June 8, 2021
DRAWN BY	KYC/SRS/AL
CHECKED BY	KYC
SHEET TITLE	PLANS & ELEVATIONS - BUILDING 7
DRAWING	A2.4

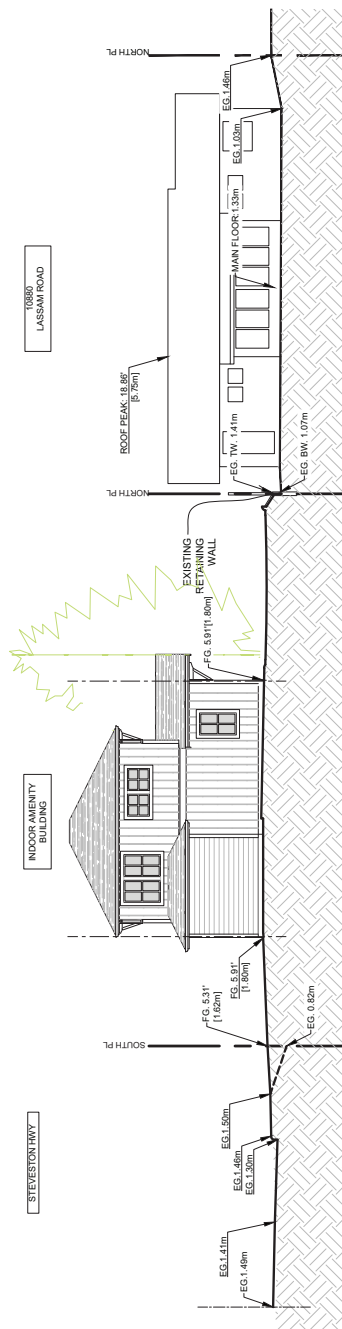


REVISIONS	
Sep. 06, 2023 R2226 Re-Submission	
Aug. 27, 2023 R212 Re-Submission	
Apr. 26, 2023 R212 Re-Submission	
Apr. 04, 2023 R212 Re-Submission	
Jun. 24, 2022 Reopening Permit Application	
Aug. 15, 2021 Reopening Permit Application	
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<p> PROJECT Proposed 30-Unit Townhouse Development 6107 ASSEMBLY 6001 15th Street NW 55611 0001 0000 55611 0001 0000 RICHMOND, VA </p>	
PROJECT NO.	210812VR
SCALE	As Noted
DATE	June 8, 2021
DRAWN BY	KYC/SBC/AL
CHECKED BY	KYC
SHEET TITLE	PLANS & ELEVATIONS - BUILDING 10
DRAWING	A2.7



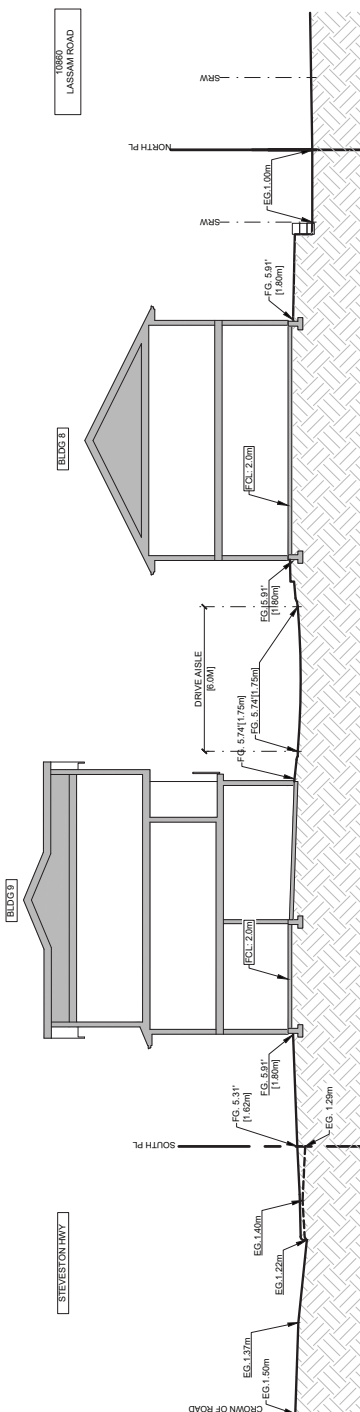
REVISIONS
Sep. 09, 2023 RZ4b Re-Submission
Aug. 21, 2023 RZ4 Re-Submission
Apr. 26, 2023 RZ3a Re-Submission
Apr. 04, 2023 RZ3 Re-Submission
June 24, 2022 Reopening Re-Submission
Aug. 13, 2021 Reopening Permit Application
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PLN - 32



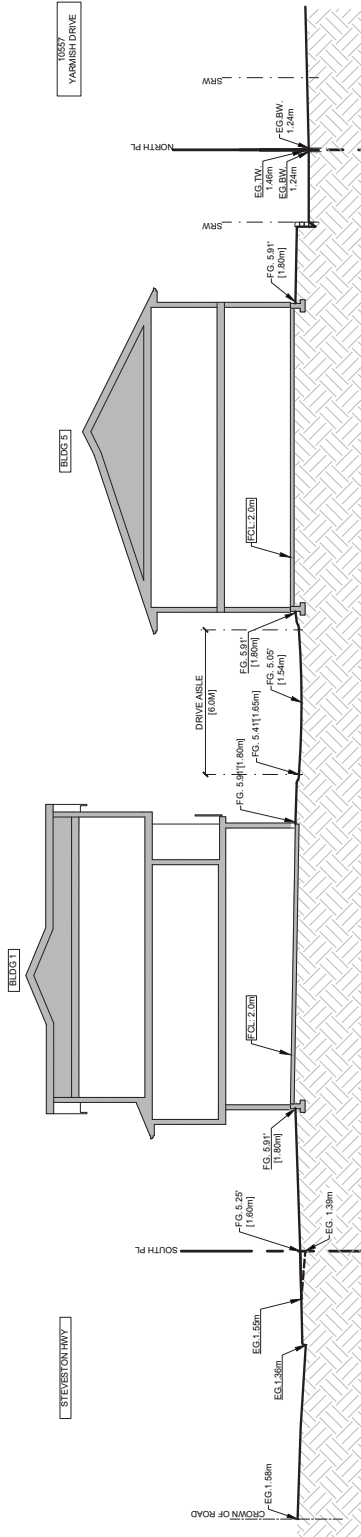
SITE SECTION - S3

Scale: 1/8" = 1'-0"



SITE SECTION - S4

Scale: 1/8" = 1'-0"



SITE SECTION - S5

Scale: $1/8" = 1'-0"$

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PROJECT
Proposed 30-Unit
Townhouse Development

3 LOT ASSEMBLY
5471/5491/5493/5531/
5551/5571/5591/5595/
5613/5611
STEVESTON HWY.
RICHMOND, BC

PROJECT NO. 2106STVR	SCALE As Noted
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DATE
June 9, 2021

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KYC	

SHEET TITLE SITE SECTIONS

- S3, S4 & S5

DRAWING

CLV

A5.2

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RZ 21-939470

Attachment 3

Address: 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway

Applicant: Interface Architecture Inc.

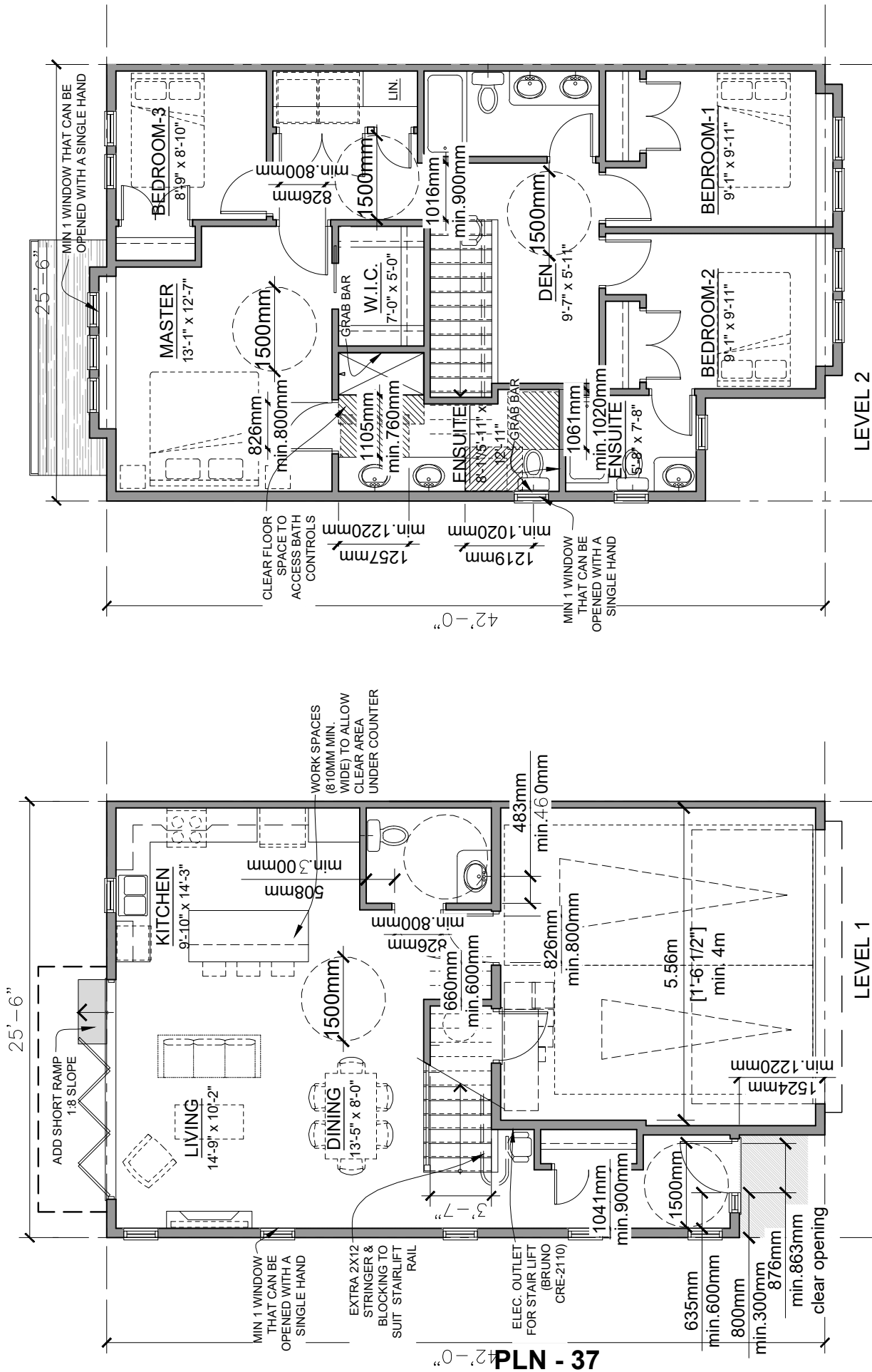
Planning Area(s): Steveston (Schedule 2.4)

	Existing	Proposed
Owner:	Steveston Townhouse Ventures Inc.	No Change
Site Size (m²):	6,222 m ²	6,214 m ²
Land Uses:	Single-Family/Duplex	Multiple-Family Residential
OCP Designation:	Low-Density Residential	No Change
Area Plan Designation:	Multiple-Family	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/B), Single Detached (RS1/E), Two-Unit Dwellings (RD1)	Medium Density Townhouses (RTM2)
Number of Units:	9	30
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.65	0.65 Max.	none permitted
Lot Coverage – Building:	Max. 40%	40% Max.	none
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard – Steveston Hwy. (m):	Min. 6.0 m	4.5 m Min.	Variance Requested
Setback – Exterior (West) Side Yard (m):	Min. 6.0 m	4.5 m Min.	Variance Requested
Setback – Interior (East) Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (north) (m):	Min. 3.0 m	6.0 m Min.	none
Height (m):	Max. 12.0 m (3 storeys)	12.0 m (3 storeys) Max.	none
Lot Width:	Min. 50.0 m	151 m	none
Lot Depth:	Min. 35.0 m	45.8 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.2 (V)	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Total:	60 (R) and 6 (V)	60 (R) and 6 (V)	none
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (60 x Max. 50% = 30)	14	none
Small Car Parking Spaces	Max. 50% when 31 or more spaces are provided on-site (66 x Max. 50% = 33)	23	none
Handicap Parking Spaces:	Min. 2% when 11 or more spaces are required (66 x 2% = 2 spaces)	2	none
Bicycle Parking Spaces – Class 1 / Class 2:	1.25 (Class 1) and 0.2 (Class 2) per unit	1.3 (Class 1) and 0.2 (Class 2) per unit	none
Off-street Parking Spaces – Total:	38 (Class 1) and 6 (Class 2)	39 (Class 1) and 6 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	95 m ²	none
Amenity Space – Outdoor:	Min. 6 m ² x 30 units = 180 m ²	186 m ²	none

Other: _____



ACCESSIBLE UNIT PLANS

Scale: 1/8" = 1'-0"

 <p>Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5</p> <p>T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com</p>	<p>All designs and other information shown hereon are for use on the specified project only and shall not be used otherwise without written permission of this office.</p>	<p>PROJECT NO.</p> <p>2106STVR</p>	<p>DATE</p> <p>AUG 16, 2023</p>	<p>PROJECT</p> <p>30-Unit Townhouse Development 5471 - 5611(8 LOT) STEVESTON HWY. RICHMOND, BC</p>	<p>REVISIONS</p>
		<p>SCALE</p> <p>AS NOTED</p>	<p>DRAWN</p> <p>SRS, KC</p>	<p>SHEET TITLE</p> <p>ACCESSIBLE UNIT PLANS</p>	<p>DRAWING</p>
		<p>Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall be informed of any variations from the dimensions and conditions shown on the drawing.</p>			<p>SK1</p>


CONVERTIBLE UNIT GUIDELINES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
DOORS & DOORWAYS	Entry doors min. 863 mm but ideally 914mm and have clear access	876 mm of clear opening for entry door is proposed.
	Entry door clear exterior floor space min 1220 mm depth by door width plus 600 mm latch side (not needed if rough in wiring provided for future automatic door opener)	Entry door clear exterior floor space min. 1524 mm depth by door width plus 600 mm on latch side proposed.
	Interior doors to main living areas, 1 bathroom and 1 bedroom, min. 800 mm clear opening with flush thresholds max 13 mm height. demonstrate wheelchair access between hallway and rooms and widen hallway and/or doorways if necessary to secure access.	826 mm clear opening to master bedroom, ensuite, and living area is proposed. Also a portable short ramp in 1:10 slope will be installed at the thresholds over 13mm height gap.
	Patio/balcony min. 860 mm clear opening, accessed from rear door at ground floor.	Min. 6' wide patio door is proposed
	All interior thresholds within units comply with bcdb.	Complies
VERTICAL CIRCULATION	Lever-type handles for all doors.	All doors have lever-type handles
	STAIR LIFT: staircase width, framing support, and landings, as noted on floor plans in compliance with manufacturer spec. manufacturer spec, OR VERTICAL LIFT: depressed slab area, and landings, as noted on floor plans in compliance with manufacturer spec. framing to accommodate shaft construction without impact to surrounding structure.	Installation of Bruno rail stair lift in unit Aac (5 units in building 4,5 & 6) SPEC NOTE: * Model: Elite curve cre-2110 * max. load: 400lbs, * power: 24vdc comprised (2) 7ah 12v batteries
	At the top of all stairways, walls are reinforced with 2"x12" solid lumber at 914 mm to centre.	2"x12" solid lumber will be installed at all handrail connection points.
	HALLWAYS Min. 900 mm width	1016 mm is proposed
	GARAGE Min. 1 accessible parking space with min. 4m garage width Access from garage to living area min. 800 mm clear opening	5.56 m garage width is proposed. Clear opening of 826 mm is proposed.

PLN - 38

BATHROOMS (MIN 1/UNIT)	Toilet clear floor space min. 1020 mm at side and in front	Clear space of 1219 mm at side and 1061 mm in front is proposed.
	Wall blocking for future grab bars at toilet, tub, and shower. reinforced with 2"x12' solid lumber in all bathtub, shower, and toilet locations.	Installation of grab bars at bathtub, toilet and shower. Location noted on floor plans.
	Lever-type handles for plumbing fixtures.	Installation of lever-type handles for all plumbing fixtures
	Pressure and temperature control valves are installed on all shower faucets.	Installation of shower faucets with pressure and temperature control valves at accessible bathrooms.
	Cabinets underneath sink are easily removed.	Clear area under the sinks.
KITCHEN	Demonstrate bath and shower controls are accessible (layout or fixture placement).	See the floor plans
	Clear area needed under future workspace. plumbing and gas pipes (in-wall and in floor) located clear of under counter area of future workspace (stove, sink & min. 810 mm wide counter). all pipes are brought in no higher than 304 mm to the centre of the pipe from floor level	Clear area under the work space (stove, sink & min. 810 mm wide counter).
	Cabinets underneath sink are easily removed.	Complies
	1500 mm turning diameter or turning path diagram	See the floor plans
	Lever-type handles for plumbing fixtures.	Installation of lever-type handles for accessible kitchen plumbing fixtures.
WINDOWS	Min. 1 window that can be opened with a single hand (bathroom, kitchen, living room)	Single hand operable window at living room, accessible bathroom and bedroom.
OUTLETS & SWITCHES	Placement locations of electrical outlets: beside window, bottom of stairways, beside toilet, above external doors (outside and inside), on front face of kitchen counter, within proximity of control centre for smart home options.	Complies
	Upgrade to four-plex outlets in master bedroom, home office, garage, and recreation room.	Complies

<div>INTERFACE:</div> <div>Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5</div> <div>T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com</div>	<div>All designs and other information shown hereon are for use on the specified project only and shall not be used otherwise without written permission of this office.</div> <div>Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall be informed of any variations from the dimensions and conditions shown on the drawing.</div>	PROJECT NO. 2106STVR	DATE AUG 16, 2023	PROJECT 30-Unit Townhouse Development 5471 - 5611 (8 LOT) STEVESTON HWY. RICHMOND, BC	REVISIONS
		SCALE AS NOTED	DRAWN SRS, KC	SHEET TITLE ACCESSIBLE UNIT FEATURES-1	DRAWING
SK2a					

SK2a

BASIC UNIVERSAL HOUSING FEATURES			BASIC UNIVERSAL HOUSING FEATURES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT		REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
BUILDING ACCESS	Each dwelling unit & each type of amenity space shall be accessible to a person with a disability from a road and from an on-site parking area	All accessible unit and shared outdoor amenity areas are accessible to a person with a disability from a road and from an on-site parking area.	MANOEUVER SPACE AT DOORWAYS	Entry doors and common areas to have 600mm clear space on pull side and 300mm on push side of door latch	635mm on pull side and 800 mm on push side proposed. See the floor plans.
	Access to the elevator shall be provided from both the road and the entry to the on-site parking area	N/A		DOORS IN A SERIES IN COMMON AREAS: there must be separation of at least 1220 mm plus the width of the door, as illustrated in Figure 4 in Zoning Bylaw 4.16.11(c)	N/A
	Automatic door opener to main entry	N/A		Minimum 1220mm width and 1500mm by 1500mm clear space adjacent to elevator	N/A
PLN - 39 DOORS & DOORWAYS	Min. clear opening to dwelling entry doors & common areas to be 850mm (swing doors)	Same as Convertible unit guidelines.	FLOOR SURFACES	No abrupt changes in level (13mm max. flush threshold except at balconies, patio and deck door sills.	Complies
	Min. clear opening to at least one bedroom, one bath and living areas to be 800mm (swing doors)	Same as Convertible unit guidelines.		Floor surfaces to be slip resistant	Complies
	Doors to be operable by devices that do not require tight grasping or twisting of wrist	Same as Convertible unit guidelines.	WINDOWS	Carpets to be firmly fixed, have a firm underlay and pile under 13.0 mm height	Complies
	Max. 13mm threshold height throughout building	Complies		Max. 750mm sill height to one in bedroom and one in living room for seated viewing	Complies
	The above-noted requirements for doors do not apply to mechanical rooms, service areas, closets, etc. where through access is not required and access to a person with disability is not anticipated.	N/A	OUTLETS AND SWITCHES	Opening mechanism with one hand not requiring tight grasping, pinching or twisting	Installation of lever-type handles.
	Clear openings to be measured as illustrated in Figure 1 in the zoning bylaw 4.16.10	Complies		Switches and panels to be 900 to 1200mm from floor. intercom buttons to maximum of 1375mm from floor	Complies
				Outlets and jacks to be 455 to 1200mm from floor	Complies
				Thermostat to be 900 to 1200mm from floor	Complies
				The operable part of controls shall be located within reach of a clear floor area that has a width of not less than 750 mm	Complies

INTERFACE: Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5 T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com	All designs and other information shown hereon are for use on the specified project only and shall not be used otherwise without written permission of this office. Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall not be responsible for any errors in the dimensions and conditions shown on the drawing.	PROJECT NO.	DATE	PROJECT	REVISIONS
		2106STVR	AUG 16, 2023	30-Unit Townhouse Development 5471 - 5611 (8 LOT) STEVESTON HWY. RICHMOND, BC	
		SCALE AS NOTED	DRAWN SRS, KC	SHEET TITLE ACCESSIBLE UNIT FEATURES-2	DRAWING SK2b

BASIC UNIVERSAL HOUSING FEATURES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
BATHROOMS	At least one bathroom to have: (a) centre line of toilet position 420 to 480mm to side wall, 510mm from any obstruction on non-grab bar side and 800mm on front	Same as Convertible unit guidelines.
	(b) Min. clear floor area at the sink of 760 mm by 1220 mm positioned	Clear floor area at the sink of 1105 mm by 1257 mm proposed.
	(c) minimum clear area of 510.0 mm in depth along the full length of the bathtub	Clear floor area of 1105 mm in depth along the shower is proposed.
	(d) solid blocking in walls (and floor where applicable) behind and beside toilet for future grab bar installation	Same as Convertible unit guidelines.
	(e) easy to grasp handles on faucets, e.g., lever-type faucets.	Same as Convertible unit guidelines.
KITCHEN	Bathrooms that serve a common amenity space, at least one shall be wheelchair accessible as described in the Building Code and the top of the rim of the toilet in the bathroom shall be 480.0 mm above the floor	A wheelchair accessible powder room is proposed on the main level to provide visitability.
	Easy access to counter space and cupboards; eg: continuous counter between stove and sink; adjustable shelving; pull-out work boards at 810mm height; pull-out shelves	Complies
	Lever-type faucets handles	Same as Convertible unit guidelines.
	Easy reach and grasp handles on cupboards	Complies
	Task light at sink, stove and key work areas	Complies
	Locate plumbing pipes under counter space for potential 810mm wide workspace (knee space) for easy future conversion of counters at sink and built-in stove top	Complies

PLN - 40

BASIC UNIVERSAL HOUSING FEATURES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
BEDROOM & CLOSET	At least one bedroom in dwelling unit to have turning diameter of 1500mm on one side of double bed	Master bedroom complies. See floor plans for the diagram.
	At least one bedroom closet in dwelling unit to have clear door opening of 900mm and floor space of 750mm by 1200mm where clothes hanger rod can be lowered to 1200mm	2100 mm [7'-0"] x 1500 mm [5'-0"] at master bedroom closet is proposed. A portion of the closet will have hanger rods at 1200mm height.
PATIOS & BALCONIES	Min. 800mm access doors	Same as Convertible unit guidelines.
	Min. 1500mm by 1500mm balcony or patio dimensions (does not apply to "juliet" or "french" style)	4267mm [14'-0"] x 2438mm [8'-0"] paved patio is proposed
AGING-IN-PLACE MEASURES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
ALL ROOMS	Large toggle-type electrical switches	Complies
	Lever type door handles	Complies
	Minimize threshold heights (less than 1/2") where possible	Complies
	Minimize contrast in colours of floor finishes where possible	Complies
STAIRS & LANDINGS	Wall blocking for future additional handrail installation	Installation of additional handrails
	Intermediate stair landings whenever possible	N/A
BATHROOMS	Less steep rise/run dimensions where possible	190mm rise and 254mm run
	Wall blocking for future grab bar installation (at bathtub, toilet)	Installation of grab bars at bathtub and toilet
KITCHEN	Lever handle taps and faucets	Installation of lever-type handles for all plumbing fixtures and door handles.
	2'-8" sliding doors where possible	
HALLWAYS	Lever handle taps and faucets	
	Min. 900 mm width	Min. 1016 mm proposed

INTERFACE: Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5 T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com	All designs and other information shown hereon are for use on the specified project only and shall not be used otherwise without written permission of this office. Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall not be responsible for any errors in the dimensions and conditions shown on the drawing.	PROJECT NO. 2106STVR	DATE AUG 16, 2023	PROJECT 30-Unit Townhouse Development 5471 - 5611 (8 LOT) STEVESTON HWY. RICHMOND, BC	REVISIONS
		SCALE AS NOTED	DRAWN SRS, KC	SHEET TITLE ACCESSIBLE UNIT FEATURES-3	DRAWING SK2c



September 1, 2023

To: Planning and Development Division, City of Richmond

File: RZ 21-939470; Rezoning Application 5471-5613 Steveston Highway

Schedule of Attachments:

1. Schedule A – Listing agent contacts Seller to join assembly #1
2. Schedule B – Listing agent contacts Seller to join assembly #2
3. Schedule C – Listing agent contacts Seller to join assembly #3
4. Schedule D – Seller's rejection of opportunity to join assembly
5. Schedule E – Listing agent contacts Seller to join assembly #3
6. Schedule F – Seller's final rejection of opportunity to join assembly

Per the request of the Planning and Development Division of the City of Richmond dated August 31, 2023, Sean Lawson, the Realtor for the applicant, of RZ 21-939470 hereby submits the following letter to staff to satisfy the proof of attempted purchase of the neighbouring property located at 10880 Lassam Road.

The assembly of the nine properties from 5471 to 5613 Steveston Highway was put together by Carmen McCracken of RE/MAX Westcoast, who has been working with the sellers on and off since 2016. Carmen contacted Sean Lawson on December 16th, 2020, to inform me of the opportunity.

Over the next couple months, Carmen and I worked on offers for five of the nine properties included in the assembly and successfully negotiated accepted offers. On February 17th, 2021, Carmen dropped a signed letter through the mail slot of 10880 Lassam Road advising the owner, Anca Brincus, that five of the neighbouring properties have accepted offer to sell to a developer and asking whether the owner would be interested in joining the assembly – attached as Schedule A. Carmen followed up by ringing the doorbell at the property on February 14th and 15th but received no response from the homeowner.

The assembly work moved ahead with the remaining four homes and by mid-March all nine of the properties had successfully negotiated accepted offers. I then asked Carmen once again to contact the Anca to see if there was any interest. She dropped another letter off at the property on March 19th, 2021 – attached as Schedule B.

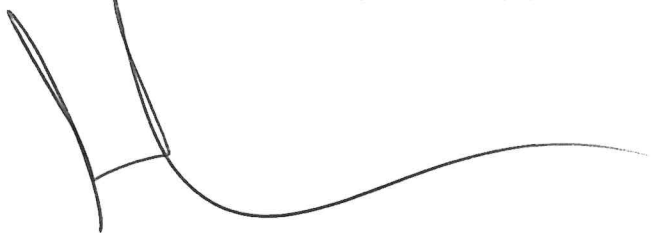
On March 20th, 2021, Carmen called Anca to follow up on her letter and they were able to connect over the phone. Anca informed Carmen she responded to the February letter with a handwritten note, saying she is not interested in joining the assembly, which she mailed to RE/MAX Westcoast. Carmen followed up with her managing broker regarding this letter – statement attached as Schedule C.

Carmen called Anca on March 22nd, 2021 and asked her to put in writing proof that she is not interested in being part the assembly. This is because Carmen was unable to locate the handwritten note Anca sent to RE/MAX Westcoast. Anca replied on the same day via email saying she is not interested in joining the assembly and looks forward to enjoying her home for 15-20 more years – attached as Schedule D. The Rezoning application for the assembly of 5471-5613 Steveston Highway was submitted without the inclusion of 10880 Lassam Road on October 14, 2021.

Upon receiving the preliminary staff comments from the City on May 13, 2022, the applicant worked through the staff recommendations for several months. In an attempt to satisfy City feedback, I asked Carmen in the fall of 2022 to once again ask the owner of 10880 Lassam Road whether they would be interested in joining the active assembly. Carmen emailed the Seller on November 21, 2022 advising the Applicant was prepared to make an offer on her property. On December 5, 2022, Anca one again responded that she was not interested in selling or joining the assembly – attached as Schedules E and F. It has been made very clear in both written and oral correspondence that Anca does not want to sell her property, join this assembly, or be contacted on behalf of the applicant anymore.

Please consider the above declaration for proof of attempted purchase of the neighbouring property located at 10880 Lassam Road, with respect to RZ 21-939470, the Rezoning Application for the assembly of 5471-5613 Steveston Highway as requested by Planning and Development Division of the City of Richmond.

Please contact me should you have any questions. Sincerely,



Sean Lawson
Realtor for the Applicant
604.240.4837
sean@stevestonrealestate.com



SCHEDULE "A"

Sean Lawson <sean@stevestonrealestate.com>

Contact History with 10880 Lassam Road

2 messages

Carmen McCracken <carmen@calccarmen.ca>
To: Sean Lawson <sean@stevestonrealestate.com>

Wed, Feb 17, 2021 at 10:46 AM

Good Morning Sean:

I put the attached letter through the mail slot at [10880 Lassam Road](#) on the afternoon of February 12th. There was no response when I rang the doorbell.

I went over to the home again on February 14th with a handwritten note in which I said that I had spoken with Anca several years ago at which time she was not a property seller and in my note I asked if her position on selling was the same as several years ago.

There was no response to ringing the doorbell on February 12th, 14th and again on the 15th.

There was a black Jetta in the driveway on Sunday and Monday and I noticed it was gone on the afternoon of February 16th. It is unlikely that she would not have read the letter and hand written note.

Regards,
Carmen

Call Carmen

Carmen McCracken
REALTOR®
RE/MAX Westcoast
110-6086 Russ Baker Way
Richmond BC V7B 1B4

604-809-9626
www.CallCarmen.ca

 **Letter to 10880 Lassam Road Feb 12 2021.pdf**
407K

Sean Lawson <sean@stevestonrealestate.com>
To: Carmen McCracken <carmen@calccarmen.ca>
Bcc: Barry.cav@pentabuilders.ca

Thu, Feb 18, 2021 at 8:22 AM

Thank you for your efforts and documentation of same.

Let's give her a few days and maybe try one more time. Maybe look for that car in driveway? Does not help much if they don't answer the door.

Update your documentation of further efforts and that's all we can do. As discussed these end homes are likely worth the same or more as single family or townhouse so no harm if left as is.

Sean Lawson
Personal Real Estate Corporation



DIRECT: **604.240.4837**
OFFICE: **604.274.7326**
12011 3rd Avenue,
Richmond, BC, V7E3K1



February 12, 2021

Anca Brincus
10880 Lassam Road
Richmond BC V7E 2C3

Dear Anca:

I am a REALTOR® with RE/MAX Westcoast and I am representing five sellers on Steveston Highway east of Lassam. The properties along Steveston Highway have received offers from a local developer who plans to build townhomes on the site. I am writing to ask if you would consider joining the assembly as a seller.

I am available to answer any questions and suggest either a telephone discussion, a Zoom meeting or a discussion outside at a social distance.

My contact information is listed below and please do not hesitate to reach out to me.

Best Regards,

Carmen McCracken
RE/MAX Westcoast

WHEN INTEGRITY MATTERS

CallCarmen.ca
604.809.9626



PLN - 44

RE/MAX
WESTCOAST

110-6086 Russ Baker Way, Richmond, BC V7B 1B4

This communication is not intended to cause or induce breach of an existing



SCHEDULE 'B'

March 19, 2021

Anca Brincus
10880 Lassam Road
Richmond BC V7E 2C3

Dear Anca:

I am following up to my letter of February 12, 2021 with respect to the assembly between 5471 – 5611 Steveston Highway. All nine owners are now under contract in accepted offers.

I am writing to ask you if you can confirm that you are not interested in joining the assembly. If you are not intending on being a seller in this assembly could you please confirm that?

The agent for the Buyer is Sean Lawson who can be reached at 604-240-4837 and is available to answer any of your questions.

Best Regards,

Carmen McCracken
RE/MAX Westcoast



SCHEDULE "C"

Sean Lawson <sean@stevestonrealestate.com>

10880 Lassam Road

2 messages

Carmen McCracken <carmen@callcarmen.ca>

Sat, Mar 20, 2021 at 10:28 AM

To: Richard Laurendeau <RichardL@remax.net>, Sean Lawson <sean@stevestonrealestate.com>

Good Morning Richard:

Sean now has the entire 9 lot assembly under contract. The Seller at [10880 Lassam Road](#) was contacted by me three times in February via telephone call, hand written card and a letter.

I dropped another letter yesterday which I followed up with a telephone call. The owner took my call and said that she had responded to my hand written note in February & mailed it to the brokerage saying she is not interested in joining the assembly. I have been to the office several times in recent weeks and I did not receive her response. Is it possible to check to see if the owner's note could have gone to the wrong mailbox.

I am endeavoring to get her to sign the letter I left yesterday but not sure she will!

Thx,
Carmen

Call Carmen

Carmen McCracken
REALTOR®
RE/MAX Westcoast
110-6086 Russ Baker Way
Richmond BC V7B 1B4

604-809-9626
www.CallCarmen.ca



City of Richmond Map Steveston Highway Townhome Site.pdf

307K

Carmen McCracken <carmen@callcarmen.ca>

Sat, Mar 20, 2021 at 3:47 PM

To: Richard Laurendeau <remax-westcoast@telus.net>, Sean Lawson <sean@stevestonrealestate.com>

Thank you Richard. Samantha called me and she found it in mail slot next to mine. I will bring it to your office on Monday Sean.

Carmen

On Sat, Mar 20, 2021 at 12:39 PM Richard Laurendeau <remax-westcoast@telus.net> wrote:

I called office - our weekend reception will look around.

I would have expected a fellow Realtor to put it in the right place if found, but we have many examples of mail boxes that go unattended for a long time.

Richard Laurendeau
604-279-8044
RichardL@remax.net
RE/MAX Westcoast

PLN - 46



SCHEDULE "D"

Sean Lawson <sean@stevestonrealestate.com>

Fwd: Land Assembly on Steveston Hwy

25 messages

Carmen McCracken <carmen@callcarmen.ca>
To: Sean Lawson <sean@stevestonrealestate.com>

Mon, Mar 22, 2021 at 11:19 AM

Sean:

I had called Anca on Saturday before I realized the note she had sent to the office was found. She is clearly intending on enjoying her home for years to come!

All is good!
Carmen

Call Carmen
Carmen
604.809.9626

----- Forwarded message -----

From: **Brincus Anca**
Date: Mon, Mar 22, 2021 at 9:38 AM
Subject: Land Assembly on Steveston Hwy
To: carmen@callcarmen.ca <carmen@callcarmen.ca>

Carmen,

As per your telephone request, I am writing today to once again advise in writing that I am not interested in joining the other owners in the land assembly development on Steveston Hwy. I will be contacting my real estate agent when I am ready to sell, but this has a 15-20 years horizon.

Regards,
Anca Brincus

Sean Lawson <sean@stevestonrealestate.com>
To: Carmen McCracken <carmen@callcarmen.ca>

Mon, Mar 22, 2021 at 5:24 PM

Could you send me a copy of this letter?
Thx much!!

Sean Lawson
Personal Real Estate Corporation



DIRECT: 604.240.4837
OFFICE: 604.274.7326
12011 3rd Avenue,
Richmond, BC, V7E3K1

On Mar 22, 2021, at 11:19 AM, Carmen McCracken <carmen@callcarmen.ca> wrote:

Sean:

I had called Anca on Saturday before I realized the note she had sent to the office was found. She is clearly intending on enjoying her home for years to come!

PLN-47

Land Assembly on Steveston Hwy

External

Inbox

Brincus Anca <>

Mon, Mar 22,
2021, 9:38
AM

to me

Carmen,

As per your telephone request, I am writing today to once again advise in writing that I am not interested in joining the other owners in the land assembly development on Steveston Hwy. I will be contacting my real estate agent when I am ready to sell, but this has a 15-20 years horizon.

Regards,

Anca Brincus

SCHEDULE "E"

On Monday, November 21, 2022 at 09:30:00 AM PST, Carmen McCracken <carmen@callcarmen.ca> wrote:

Dear Anca:

I am contacting you again at the request of the developer for the townhome site between 5471 & 5613 Steveston Highway. The Buyer is prepared to make an offer on your property as part of the assembly.

Can you confirm, as you had previously advised, that you are not interested in selling at this time.

Regards,

Call Carmen

Carmen McCracken
Personal Real Estate Corporation

REALTOR®

RE/MAX Westcoast
110-6086 Russ Baker Way
Richmond BC V7B 1B4
604-809-9626

www.CallCarmen.ca

When Integrity Matters



SCHEDULE "F"

Sean Lawson <sean@stevestonrealestate.com>

It's a Wrap

5 messages

Carmen McCracken <carmen@callcarmen.ca>

Mon, Dec 5, 2022 at 3:53 PM

To: Sean Lawson <sean@stevestonrealestate.com>, Kayla Nimchuk <reception@stevestonrealestate.com>

Sean & Kayla:

The owner of the small bungalow on Lassam has responded very definitively that she is not a Seller now or any time in the near future.

It's all good!

Cheers,
Carmen

Call Carmen

Carmen McCracken
Personal Real Estate Corporation
REALTOR®
RE/MAX Westcoast
110-6086 Russ Baker Way
Richmond BC V7B 1B4

604-809-9626

www.CallCarmen.ca

When Integrity Matters



Email Response Anca Brincus - Lassam Road.pdf

148K

Sean Lawson <sean@stevestonrealestate.com>

Mon, Dec 5, 2022 at 4:16 PM

To: Ken Chow <ken@interfacearchitecture.com>, Barry Cavanaugh <Barry.cav@pentabuilders.ca>

Sean Lawson
Personal Real Estate Corporation



DIRECT: 604.240.4837

OFFICE: 604.274.7326

12011 3rd Avenue,
Richmond, BC, V7E3K1

Begin forwarded message:

From: Carmen McCracken <carmen@callcarmen.ca>

Date: December 5, 2022 at 3:53:58 PM PST

To: Sean Lawson <sean@stevestonrealestate.com>, Kayla Nimchuk <reception@stevestonrealestate.com>

PLN - 50

Re: Townnhome Assembly Steveston Highway

External

Inbox

a

Brincus Anca

2:00 PM (1
hour ago)

to me

Hi Carmen,

I'm writing today to confirm that yes, I'm still NOT interested in selling at this time. Sorry for the late reply.

I hope you have a wonderful Christmas and New Year's!

Regards,

Anca

On Monday, November 21, 2022 at 09:30:00 AM PST, Carmen McCracken <carmen@callcarmen.ca> wrote:

Dear Anca:

I am contacting you again at the request of the developer for the townhome site between 5471 & 5613 Steveston Highway. The Buyer is prepared to make an offer on your property as part of the assembly.

Can you confirm, as you had previously advised, that you are not interested in selling at this time.

Regards,

Call Carmen

Carmen McCracken

Personal Real Estate Corporation

REALTOR®

RE/MAX Westcoast

110-6086 Russ Baker Way

Richmond BC V7B 1B4

604-809-9626

www.CallCarmen.ca

When Integrity Matters



Address: 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway

File No.: RZ 21-939470

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10496, the developer is required to complete the following:

1. **(Subdivision)** Consolidation of all the lots into one development parcel (which will require the demolition of at least four of the existing dwellings) and provide a 4 m x 4 m corner cut at the subject site's southwest corner.
2. **(Flood Protection)** Registration of a flood indemnity covenant on Title.
3. **(Tandem Parking)** Registration of a legal agreement on title prohibiting the conversion of the tandem parking area into habitable space.
4. **(Solar Photovoltaic Panels)** Registration of a legal agreement on Title, identifying that the proposed development must be designed and constructed with at least four 450W solar photovoltaic (PV) panels per unit to provide an alternative energy source.
5. **(Accessible Units)** Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until five accessible units are constructed on site, in accordance to the accessible unit features included in Schedule A, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
6. **(Secondary Suites)** Registration of a legal agreement on Title to ensure that
 - a) No final Building Permit inspection is granted until seven secondary suites are constructed on site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
 - b) The secondary suites cannot be stratified or otherwise held under separate Title.
7. **(Shared Driveway)** Registration of a statutory right-of-way (SRW), and/or other legal agreements or measures; as determined to the satisfaction of the Director of Development, over the entire area of the proposed entry driveway from Steveston Highway and the internal east-west manoeuvring aisle, in favour of existing residential development to the east and future adjacent residential development at 10880 Lassam Road, including the installation of way-finding and other appropriate signage on the subject property, and requiring a covenant that the owner provide written notification of this through the disclosure statement to all initial purchasers, provide an acknowledgement of the same in all purchase and sale agreements, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
 - a) Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW and that utility SRW under the drive aisle is not required.
8. **(Shared Garbage/Recycling/Organic Waste Collection Facility)** Registration of a cross-access easement agreement over the garbage/recycling/organic waste collection facility (design as per Development Permit for 5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston Highway), in favour of the future multiple-family residential development (i.e., two or more stratified units) at 10880 Lassam Road, allowing access to/from the garbage/recycling/organic waste collection facility at the development site.
 - a) Language should be included in the SRW document that identification of the shared garbage/recycling/organic waste collection facility arrangements in the disclosure statement to unit purchasers is required.
9. **(Road Traffic Noise)** Registration of a legal agreement on title identifying that the proposed development must be designed and constructed in a manner that mitigates potential traffic noise from Steveston Highway to the proposed dwelling units. Dwelling units must be designed and constructed to achieve:
 - a) CMHC guidelines for interior noise levels as indicated in the chart below:

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

- b) the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard for interior living spaces.
10. **(Housing Tenure and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
11. **(Tree Relocation)** Submission of a Contract entered into between the applicant and a company specializing in tree relocation to undertake the transplant of a multi-branched Coral Barked Maple tree (tag# 265) and a multi-branched Japanese Maple tree (tag# 992) onsite with proper removal, storage, and replanting techniques. The Contract should include the scope of work to be undertaken and a provision for the Arborist to submit a post-construction assessment report to the City for review.
12. **(Arborist’s Supervision)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site and off-site works conducted within the tree protection zone on site of the trees to be retained onsite and off-site. 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.
13. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing onsite around all trees to be retained onsite and off-site as part of the development prior to any construction activities, including building demolition, occurring on-site.
14. **(Tree Survival Security)** Submission of a Tree Survival Security to the City in the amount of \$25,000 for the 22 cm cal Blue Spruce tree (tag# 267) and a 44cm cal Noble Fir (tag# 295) to be retained onsite, and the multi-branched Coral Barked Maple tree (tag# 265) and the multi-branched Japanese Maple tree (tag# 992) to be transplanted on site. The City will release 50% of the security after construction and landscaping on the proposed development are completed, inspections are approved, and an acceptable post-construction impact assessment report is received. The remaining 50% of the security would be released one (1) year later subject to inspection. A legal agreement is required to accompany the Tree Survival Security to set the terms for its use and release.
15. **(Tree Compensation)** City acceptance of the developer’s offer to voluntarily contribute \$18,750 to the City’s Tree Compensation Fund for the planting of 25 replacement trees within the City. If additional replacement trees (over and beyond the 60 replacement trees as proposed at the rezoning stage) could be accommodated on-site (as determined at Development Permit stage), the above cash-in-lieu contribution may be reduced in the rate of \$750 per additional replacement trees to be planted on-site.
16. **(Affordable Housing)** City acceptance of the developer’s offer to voluntarily contribute \$12.00 per buildable square foot (e.g. \$521,718.13) to the City’s affordable housing fund.
17. **(Market Rental)** City acceptance of the developer’s offer to voluntarily contribute \$2.65 per buildable square foot (e.g. \$115,212.75) to the City’s affordable housing fund.
18. **(Public Art – Cash Contribution)** City acceptance of the developer’s offer to make a voluntary cash contribution towards the City’s Public Art Fund, the terms of which shall include the following:
- a) The value of the developer's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site’s proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

Building Type	Rate (2023)	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Residential	\$0.99 per buildable square foot	43,476.5 ft ²	\$43,041.75

- b) In the event that the contribution is not provided within one year of the application receiving third reading of Council (i.e. Public Hearing), the contribution rate (as indicated in the table in item a) above) shall be increased annually thereafter based on the Statistics Canada Consumer Price Index (All Items) – Vancouver yearly quarter-to-quarter change, where the change is positive.

19. **(Public Hearing Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.
20. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
21. **(Servicing Agreement)** Enter into a Servicing Agreement* for the design and construction of frontage improvements along the site frontages. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:
 - 1) Water Works:
 - a) Using the OCP Model, there is 1154 L/s of water available at a 20 psi residual at the Steveston Hwy frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
 - b) Prior to the rezoning staff report being written, the Developer is required to coordinate with Richmond Fire Rescue to confirm whether fire hydrants are required along the proposed development's lane frontage. If required by RFR, the necessary water main and hydrant installations shall be reviewed by Engineering and added to the servicing agreement scope.
 - c) At Developer's cost, the Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process (or via the servicing agreement process, if one is required).
 - d) At Developer's cost, the City will:
 - Install one new water service connection off of the existing 400mm AC watermain on Steveston Hwy. Meter to be placed on site.
 - Cut and cap at main, all existing water service connections to the development site and remove meters.
 - Install an additional fire hydrant along Steveston Highway to meet City spacing requirements for multifamily land use.
 - 2) Storm Sewer Works:
 - a) At Developer's cost, the Developer is required to:
 - Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - Install a new storm service connection off of the existing 750mm storm sewer along Steveston Hwy complete with inspection chamber.
 - Cut, cap and remove the existing service connection and inspection chambers STIC51034, STIC51035, STIC51036, STIC51037, STIC51038, STIC51039, STIC51040, STIC51041, STIC51042, STIC51043, and STIC51066 to the development site.
 - 3) Sanitary Sewer Works:
 - a) At Developer's cost, the Developer is required to:
 - Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
 - b) At Developer's cost, the City will:
 - Install a new sanitary service connection off of the existing manhole SMH3891 at the common property line of 5611 Steveston Highway.

- Cut and cap all existing sanitary service leads to the development site and remove inspection chambers SIC9496, SIC2003, and SIC7298. The existing inspection chambers SIC2001 and SIC9495 shall be retained to serve the neighboring properties.

4) Street Lighting:

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

- Review street lighting levels along all road and lane frontages, and upgrade as required.
- Relocate streetlights as required by the proposed sidewalk alignment.

5) Frontage Improvements (Engineering)

a) The Developer is required to:

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

6) Frontage Improvements (Steveston Highway)

a) Frontage improvements (cross-section): Across the subject site's entire Steveston Highway frontage, construct a new 2.0 m wide concrete sidewalk at the property line and a landscaped boulevard with street trees over the remaining width between the new sidewalk and the north curb of Steveston Highway. The cross-section of the frontage improvements (north to south) is to include:

- South property line of the subject site.
- 2.0 m wide concrete sidewalk (per Arterial Road Sidewalk Policy).
- 1.83 m wide landscaped boulevard with street trees.
- 0.15 m wide curb.

(Note: The dimensions given above are to be confirmed through legal surveys and SA detailed design).

- b) Frontage improvements (transition sections): The subject site's new sidewalk/boulevard are to have a transition section to connect to each of the frontage treatments at the immediate east neighbouring development and along the subject site's Lassam Road frontage.
 - c) Driveway closures/backfill: All existing driveways along the subject site's Steveston Highway and Lassam Road frontages are to be closed permanently. Site vehicular access is to be provided via a single driveway at the site's Steveston Highway frontage. The Developer is responsible for the removal of the existing driveway let-downs and the replacement with barrier curb/gutter, boulevard with street trees and concrete sidewalk per standards described above.
- 7) Frontage Improvements (Northeast Corner of Steveston Highway/Lassam Road Intersection)
- a) Intersection design standards: Per Engineering Design Specifications, the northeast corner of the Steveston Highway/Lassam Road intersection is to be reconstructed to show a 5.5 m corner radius.
 - b) Accessibility: Two separate wheelchair ramps are to be included in the corner reconstruction. The design is to be consistent with Engineering Design Specifications (R-12-SD)/(R-13-SD) adjusted for a 5.5 m corner radius.
 - c) Traffic signal infrastructure: There is an existing special crosswalk at the Steveston Highway/Lassam Road intersection (west side). At the northeast corner of this intersection, there is an existing hydro pole that supplies power to this special crosswalk. Through the SA detailed design process, the Developer is to identify if this hydro pole will need to be relocated to accommodate the intersection corner radius reconstruction. The City Traffic Signals Group is to be contacted to confirm the findings of the Developer. The costs of such related works, if required and are not expected to be significant, are the full responsibility of the Developer.
- 8) Frontage Improvements (Lassam Road)
- a) Frontage improvements:
 - The existing sidewalk is located between a wide boulevard at the curb and a strip with scrubs at the property line. The sidewalk can be kept at its current alignment.
 - The boulevard at the curb is to be landscaped with new street trees per Parks/Tree Bylaw requirements.
 - The strip of scrubs at the property line is to be replanted with landscaping that would not obstruct pedestrian passage in the adjoining sidewalk.
 - b) Driveway closure/backfill: The existing driveway at the subject site's Lassam Road frontage is to be closed permanently. The Developer is responsible for the removal of the existing driveway let-down and the replacement with barrier curb/gutter, boulevard with street trees and concrete sidewalk per standards described above.
- 9) Transit Amenities
- c) There is an existing westbound bus stop at Steveston Highway/Kingfisher Drive. As part of the frontage improvements, the Developer is required to carry out the following SA works:
 - Construct a 3.0 m x 12.0 m concrete pad to upgrade this bus stop to accessible standards.
 - Install pre-ducting for future bus shelter electrical connections.
 - The bus stop upgrade is to be coordinated with TransLink and Pattison Outdoor (bus shelter supplier). (Note: Contact City Traffic Operations for further details).

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

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

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

Prior to Development Permit* issuance, the following must be completed:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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


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

Signed

Date



Scale: 1/8" = 1'-0"

 <p> INTERFACE Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5 T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com </p>	All designs and other information shown hereon are for use on the specified project only and shall not be used elsewhere without written permission of this office. Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall be informed of any variations from the dimensions and conditions shown on the	PROJECT NO. 2106STVR	DATE AUG 16, 2023	PROJECT 30-Unit Townhouse Development 5471 - 5611(8 LOT) STEVESTON HWY. RICHMOND, BC	REVISIONS
		SCALE AS NOTED	DRAWN SRS, KC	SHEET TITLE ACCESSIBLE UNIT PLANS	DRAWING

CONVERTIBLE UNIT GUIDELINES	
REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
Entry doors min. 863 mm but ideally 914mm and have clear access	876 mm of clear opening for entry door is proposed.
Entry door clear exterior floor space min 1220 mm depth by door width plus 600 mm latch side (not needed if rough in wiring provided for future automatic door opener)	Entry door clear exterior floor space min. 1524 mm depth by door width plus 600 mm on latch side proposed.
Interior doors to main living areas, 1 bathroom and 1 bedroom, min. 800 mm clear opening with flush thresholds max 13 mm height. demonstrate wheelchair access between hallway and rooms and widen hallway and/or doorways if necessary to secure access.	826 mm clear opening to master bedroom, ensuite, and living area is proposed. Also a portable short ramp in 1:10 slope will be installed at the thresholds over 13mm height gap.
Patio/balcony min. 860 mm clear opening, accessed from rear door at ground floor.	Min. 6' wide patio door is proposed
All interior thresholds within units comply with bcdb.	Complies
Lever-type handles for all doors.	All doors have lever-type handles
STAIR LIFT: staircase width, framing support, and landings, as noted on floor plans in compliance with manufacturer spec. manufacturer spec, OR VERTICAL LIFT: depressed slab area, and landings, as noted on floor plans in compliance with manufacturer spec. framing to accommodate shaft construction without impact to surrounding structure.	Installation of Bruno rail stair lift in unit Aac (5 units in building 4,5 & 6) SPEC NOTE: * Model: Elite curve cre-2110 * max. load: 400lbs, * power: 24vdc comprised (2) 7ah 12v batteries
At the top of all stairways, walls are reinforced with 2"x12" solid lumber at 914 mm to centre.	2"x12" solid lumber will be installed at all handrail connection points.
HALLWAYS	Min. 900 mm width
GARAGE	Min. 1 accessible parking space with min. 4m garage width
	Access from garage to living area min. 800 mm clear opening


DOORS &
DOORWAYS

PLN - 59

VERTICAL
CIRCULATION

BATHROOMS (MIN 1/UNIT)	Toilet clear floor space min. 1020 mm at side and in front	Clear space of 1219 mm at side and 1061 mm in front is proposed.
	Wall blocking for future grab bars at toilet, tub, and shower. reinforced with 2"x12' solid lumber in all bathtub, shower, and toilet locations.	Installation of grab bars at bathtub, toilet and shower. Location noted on floor plans.
	Lever-type handles for plumbing fixtures.	Installation of lever-type handles for all plumbing fixtures
	Pressure and temperature control valves are installed on all shower faucets.	Installation of shower faucets with pressure and temperature control valves at accessible bathrooms.
	Cabinets underneath sink are easily removed.	Clear area under the sinks.
	Demonstrate bath and shower controls are accessible (layout or fixture placement).	See the floor plans
KITCHEN	Clear area needed under future workspace. plumbing and gas pipes (in-wall and in floor) located clear of under counter area of future workspace (stove, sink & min. 810 mm wide counter). all pipes are brought in no higher than 304 mm to the centre of the pipe from floor level	Clear area under the work space (stove, sink & min. 810 mm wide counter).
	Cabinets underneath sink are easily removed.	Complies
WINDOWS	1500 mm turning diameter or turning path diagram	See the floor plans
	Lever-type handles for plumbing fixtures.	Installation of lever-type handles for accessible kitchen plumbing fixtures.
	Min. 1 window that can be opened with a single hand (bathroom, kitchen, living room)	Single hand operable window at living room, accessible bathroom and bedroom.
OUTLETS & SWITCHES	Placement locations of electrical outlets: beside window, bottom of stairways, beside toilet, above external doors (outside and inside), on front face of kitchen counter, within proximity of control centre for smart home options.	Complies
	Upgrade to four-plex outlets in master bedroom, home office, garage, and recreation room.	Complies

<div>INTERFACE:</div> <div>Suite 230 11590 Cambie Road Richmond BC Canada V6X 3Z5</div> <div>T 604 821 1162 F 604 821 1146 www.interfacearchitecture.com</div>	<div>All designs and other information shown hereon are for use on the specified project only and shall not be used otherwise without written permission of this office.</div> <div>Contractors shall verify and be responsible for all dimensions and conditions of the job and this office shall be informed of any variations from the dimensions and conditions shown on the</div>	PROJECT NO.	DATE	PROJECT 30-Unit Townhouse Development 5471 - 5611 (8 LOT) STEVESTON HWY. RICHMOND, BC	REVISIONS
		2106STVR	AUG 16, 2023		
		SCALE	DRAWN	SHEET TITLE	
AS NOTED	SRS, KC	ACCESSIBLE UNIT FEATURES-1			SK2a

BASIC UNIVERSAL HOUSING FEATURES			BASIC UNIVERSAL HOUSING FEATURES		
	REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT		REQUIREMENTS	INCLUDED IN PROPOSED ACCESSIBLE UNIT
BUILDING ACCESS	Each dwelling unit & each type of amenity space shall be accessible to a person with a disability from a road and from an on-site parking area	All accessible unit and shared outdoor amenity areas are accessible to a person with a disability from a road and from an on-site parking area.	MANOEUVER SPACE AT DOORWAYS	Entry doors and common areas to have 600mm clear space on pull side and 300mm on push side of door latch	635mm on pull side and 800 mm on push side proposed. See the floor plans.
	Access to the elevator shall be provided from both the road and the entry to the on-site parking area	N/A		DOORS IN A SERIES IN COMMON AREAS: there must be separation of at least 1220 mm plus the width of the door, as illustrated in Figure 4 in Zoning Bylaw 4.16.11(c)	N/A
	Automatic door opener to main entry	N/A		Minimum 1220mm width and 1500mm by 1500mm clear space adjacent to elevator	N/A
PLN - 60 DOORS & DOORWAYS	Min. clear opening to dwelling entry doors & common areas to be 850mm (swing doors)	Same as Convertible unit guidelines.	CORRIDOR WIDTHS	No abrupt changes in level (13mm max. flush threshold except at balconies, patio and deck door sills.	Complies
	Min. clear opening to at least one bedroom, one bath and living areas to be 800mm (swing doors)	Same as Convertible unit guidelines.		Floor surfaces to be slip resistant	Complies
	Doors to be operable by devices that do not require tight grasping or twisting of wrist	Same as Convertible unit guidelines.	FLOOR SURFACES	Carpets to be firmly fixed, have a firm underlay and pile under 13.0 mm height	Complies
	Max. 13mm threshold height throughout building	Complies		Max. 750mm sill height to one in bedroom and one in living room for seated viewing	Complies
	The above-noted requirements for doors do not apply to mechanical rooms, service areas, closets, etc. where through access is not required and access to a person with disability is not anticipated.	N/A	WINDOWS	Opening mechanism with one hand not requiring tight grasping, pinching or twisting	Installation of lever-type handles.
	Clear openings to be measured as illustrated in Figure 1 in the zoning bylaw 4.16.10	Complies		Switches and panels to be 900 to 1200mm from floor. intercom buttons to maximum of 1375mm from floor	Complies
			Outlets and jacks to be 455 to 1200mm from floor	Complies	
			Thermostat to be 900 to 1200mm from floor	Complies	
			The operable part of controls shall be located within reach of a clear floor area that has a width of not less than 750 mm	Complies	
			Switches to be rocker or paddle type	Complies	

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	SCALE	AS NOTED	2106STVR	AUG 16, 2023	30-Unit Townhouse Development 5471 - 5611 (8 LOT) STEVESTON HWY. RICHMOND, BC	
	AS NOTED	SRS, KC	AS NOTED	SRS, KC	ACCESSIBLE UNIT FEATURES-2	DRAWING
						SK2b

Refer to Inventory Table & Recommendations section of report for further info on site trees



= **hot zone**; no ground works or digging allowed without project arborist or any works within these areas require project arborist supervision

Project Arborist must be on-site when any ground works, excavation or construction activities are occurring within the protection zones prescribed for the site trees.



REVISED #4 - Tree Inventory & Recommendations
5471 to 5613 Steveston Hwy, Richmond

24-Aug-23

Tree Tag #	Species	DBH (cm)	Ht (m)	Canopy Radius (m)	Location of tree (S = on-site; OS = off-site)	Tree Tag #	Species	DBH (cm)	Ht (m)	Canopy Radius (m)	Location of tree (S = on-site; OS = off-site)
983	Japanese Maple - <i>Acer palmatum</i> cvs	12 & 14	3.1	1.0	S	271	English Holly - <i>Ilex aquifolium</i>	33	2.5	≤0.5	S
984	Flowering Cherry - <i>Prunus</i> sp	30	7.6	5.3	OS	272	Pacific Yew - <i>Taxus brevifolia</i>	30, 24 & 30	7.6	2.7	S
985	Japanese Maple - <i>Acer palmatum</i> cvs	15 & 12	7.6	2.5	OS	273	Cypress - <i>Cupressus</i> sp	44	10.7	3.6	S
986	Norway Spruce - <i>Picea abies</i>	54	16.8	4.5	S	274	Golden Chain Tree - <i>Laburnum x wateri</i> 'Vossii'	64	4.5	4.5	OS
987	Black Hawthorn - <i>Crataegus douglasii</i>	52	10.7	6.3	S	275	Western Red Cedar - <i>Thuja plicata</i>	25	6.1	2.5	S
988	Orchard Pear - <i>Pyrus</i> sp	28	6.1	4.0	S	293	Cypress - <i>Cupressus</i> sp	78.5	13.7	4.5	S
989	Juniper - <i>Juniperus</i> sp	15, 5 & 6	3.1	1.0	S	294	Cypress - <i>Cupressus</i> sp	69.5	13.7	4.5	S
990	Common Fig - <i>Ficus carica</i>	20, 21 & 13.5	6.1	3.1	S	295	Noble Fir - <i>Abies procera</i>	44.5	11.3	2.5	S
991	Douglas Fir - <i>Pseudotsuga menziesii</i>	45 & 22	10.7	4.5	S	296	Cherry - <i>Prunus</i> sp	46.5	4.5	2.7	S
992	Japanese Maple - <i>Acer palmatum</i> cvs	6, 8 & 7	3.6	1.8	S	54	Katsura Tree - <i>Cercidiphyllum japonicum</i>	12	5.5	2.1	OS
993	Orchard Plum - <i>Prunus</i> sp	18 & 21	7.0	4.0	S						
994	Deodar Cedar - <i>Cedrus deodara</i>	27	8.3	3.1	S						
995	Manitoba Maple - <i>Acer negundo</i>	39	10.7	4.0	S						
996	Manitoba Maple - <i>Acer negundo</i>	18.5	9.1	3.6	S						
997	Manitoba Maple - <i>Acer negundo</i>	20	10.7	4.0	S						
998	English Holly - <i>Ilex aquifolium</i>	13 & 17	7.6	2.1	S						
999	Norway Spruce - <i>Picea abies</i>	37	12.2	5.0	S						
1000	Norway Spruce - <i>Picea abies</i>	99	18.2	13.7	S						
251	Brandon Cedar - <i>Thuja occidentalis</i> 'Brandon'	14, 12 & 16	8.3	2.0	S						
252	Norway Spruce - <i>Picea abies</i>	20	9.1	3.6	S						
253	Western Red Cedar - <i>Thuja plicata</i>	10, 12 & 11	6.1	2.7	OS						
51	Flowering Cherry - <i>Prunus</i> sp	45	2.5	0.0	S						
254	Flowering Cherry - <i>Prunus</i> sp	25 & 16	8.3	4.5	S						
255	Manitoba Maple - <i>Acer negundo</i>	60	10.7	7.5	S						
256	Orchard Plum - <i>Prunus</i> sp	14, 16 & 14	9.1	4.5	S						
257	Japanese Maple - <i>Acer palmatum</i> cvs	7, 7 & 7	7.6	2.5	S						
258	Star Magnolia - <i>Magnolia stellata</i>	7.5, 6.5 & 10	8.3	2.7	S						
259	Orchard Plum - <i>Prunus</i> sp	20	7.6	3.3	S						
260	Brandon Cedar - <i>Thuja occidentalis</i> 'Brandon'	36	9.1	1.5	S						
261	Brandon Cedar - <i>Thuja occidentalis</i> 'Brandon'	24 & 48	10.7	2.1	S						
262	Flowering Cherry - <i>Prunus</i> sp	51	4.5	3.6	S						
263	Flowering Cherry - <i>Prunus</i> sp	42	4.5	3.1	S						
264	Young's Weeping Birch - <i>Betula pendula</i> 'Youngii'	29	3.1	4	S						
265	Coral Bark Maple - <i>Acer palmatum</i> 'Sango Kaku'	6, 6 & 8	4.5	3.1	S						
52	Flowering Cherry - <i>Prunus</i> sp	35 & 20	7.6	6.1	OS						
53	Flowering Cherry - <i>Prunus</i> sp	50	7.6	5.0	OS						
266	Japanese Maple - <i>Acer palmatum</i> cvs	11 & 10	3.1	1.8	S						
267	Alberta Blue Spruce - <i>Picea glauca</i> 'Alberta Blue' cvs	22	5.5	2.5	S						
268	Orchard Plum - <i>Prunus</i> sp	16, 17 & 15	6.3	3.1	S						
269	Flowering Cherry - <i>Prunus</i> sp	33, 10 & 12	3.1	0.0	S						
270	Japanese Maple - <i>Acer palmatum</i> cvs	15, 10, 12	1.2	≤0.5	S						



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10496 (RZ 21-939470)
5471, 5491/5493, 5531, 5551, 5571, 5591, 5595, 5611/5613 Steveston
Highway**

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

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

P.I.D. 001-932-497

Lot 7 Except: Northerly 18.288 Metres, Section 36 Block 4 North Range 7 West New Westminster District Plan 15354

P.I.D. 002-146-444

Strata Lot 1 Section 36 Block 4 North Range 7 West New Westminster Strata Plan NW1956 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1

P.I.D. 002-146-461

Strata Lot 2 Section 36 Block 4 North Range 7 West New Westminster Strata Plan NW1956 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1

P.I.D. 003-843-700

Lot 781 Section 36 Block 4 North Range 7 West New Westminster District Plan 56002

P.I.D. 000-793-540

Lot 775 Section 36 Block 4 North Range 7 West New Westminster District Plan 56002

P.I.D. 003-858-065

Lot 906 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 003-985-725

Lot 907 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 002-780-801

Lot 908 of Section 36 Block 4 North Range 7 West New Westminster District Plan 56866

P.I.D. 003-566-404

Lot 83 Section 36 Block 4 North Range 7 West New Westminster District Plan 27036

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10496”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING


THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by EL
APPROVED by Director or Solicitor 



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: September 18, 2023
File: RZ 22-026766

Re: Application by Hari Singh Gill for Rezoning at 3300 Granville Avenue from
"Single Detached (RS1/E)" Zone to "Single Detached (RS2/B)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10495, for the rezoning of 3300 Granville Avenue from "Single Detached (RS1/E)" zone to "Single Detached (RS2/B)" zone, be introduced and given first reading.

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

WC:le
Att. 6

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

Staff Report

Origin

Hari Singh Gill has applied to rezone the property at 3300 Granville Avenue from the “Single Detached (RS1/E)” zone to the “Single Detached (RS2/B)” zone to allow the property to be subdivided into two single-family lots (Attachment 1). Vehicle access is proposed to be from Granville Avenue. The proposed subdivision plan is shown in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

This site is currently occupied by an existing single-family dwelling, which will be demolished prior to subdivision. The existing single-family dwelling is unoccupied and does not contain a secondary suite.

Surrounding Development

Development immediately surrounding the site is as follows:

To the North: Across Granville Avenue, single detached houses zoned “Single Detached – Terra Nova (ZS2)”; and townhouses zoned “Town Housing – Granville Avenue (Terra Nova) and Dixon Avenue (Ash Street Sub Area) (ZT20)”.

To the South: Fronting onto Lockhart Road, single detached houses zoned “Single Detached (RS2/B)”.

To the East: Along Granville Avenue, single detached houses zoned “Single Detached (RS1/B)” and “Single Detached (RS1/E)”.

To the West: Along Granville Avenue, single detached houses zoned “Single Detached (RS1/B)” and “Single Detached (RS1/E)”; and zoned “Single Detached (RS1/K)” along Marrington Road.

Related Policies & Studies

Official Community Plan (OCP Designation)

The Official Community Plan (OCP) land use designation for the subject property is “Neighbourhood Residential” (NRES). The proposed rezoning and subdivision application is consistent with this designation.

Lot Size Policy 5447

The subject property falls within Single-Family Lot Size Policy 5447, which allows for the subdivision of the subject property consistent with the R1/B zone (Attachment 4). The rezoning and subdivision proposed in this application is consistent with this Lot Size 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* and the City's *Zoning Bylaw 8500*.

Analysis

Proposed Rezoning and Subdivision

The applicant is proposing to rezone the subject site and subdivide into two single-family lots, each with a one bedroom secondary suite. This development proposal is consistent with the redevelopment along this block of Granville Avenue, including the adjacent properties. The proposed subdivision plan is shown in Attachment 2.

Existing Legal Encumbrances

There is an existing Statutory Right-of-Way (SRW) for the City in the rear yard for sanitary sewer services. The applicant has been advised that encroachment into the SRW is not permitted.

Transportation and Site Access

Vehicle access is proposed to be from Granville Avenue. The existing driveway will be removed and new driveways will be constructed through a Servicing Agreement as detailed in the Site Servicing and Frontage Improvements sub-section of this report.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 11 bylaw-sized trees on the subject property, one tree on the neighbouring property to the west (3280 Granville Avenue) and four trees on City property. The report also references three under-sized trees on the subject site.

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

- one bylaw-sized tree (tag #528) a 20.5 cm Korean Fir in good condition, located in the southwest corner of the site is to be retained and protected.
- one bylaw-sized tree (tag #523) a 24 cm combined diameter Lion's Head Japanese Maple in good condition, located adjacent to the south side of the existing house on-site is proposed to be retained and relocated to the north east corner of the proposed western subdivided lot.
- an under-sized 16.5 cm Maidenhair tree (tag #267) on-site along the north property line is to be retained and protected.
- one bylaw-sized tree (tag #524), a 28.5 cm European Beech is in good condition but is to be removed due to its location in the middle of the site and in conflict with the proposed development.
- eight bylaw-sized trees (tag #268, 520, 521, 522, 525, 526, 527 and 530) located on the development site are in marginal to poor condition; either dying (sparse canopy foliage) or have been historically topped and as a result exhibit significant structural defects such as previous stem failure, narrow and weak secondary stem union at the main branch union (below previous topping cuts) and co-dominant stems with inclusions. These trees are not good candidates for retention and should be replaced.
- one tree (tag #529) a 35.5 cm Western Red Cedar, located on the neighbouring property to the west (3280 Granville Avenue) is identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- replacement trees should be specified at 2:1 ratio as per the OCP.
- two under-sized trees were also identified on-site: a 16.5 cm Orchard apple (tag #531) and an 11.5 cm Orchard apple (tag #532). Both of these under-sized trees (tags #531 and 532) are in poor condition (cracks in stem and canker), fall within zones of heavy excavation, and are proposed to be removed.

The City's Parks department has reviewed the Arborist's Report regarding trees on City property and supports the Arborist's findings, with the following comments:

- there are four trees on City property (tags #1-4).
- one 9 cm Crab-apple tree (tag #1) on City property is in fair condition and in conflict with the new driveway location, removal recommended.

- one 15 cm Crab-apple tree (tag #2) on City property in fair condition, not in conflict with construction, is to be retained and protected.
- one 27 cm combined diameter Cypress on City property (tag #3) is in poor condition and in conflict with the construction of the proposed sidewalk and driveway, removal recommended.
- one 19 cm combined diameter Cypress on City property (tag #4) is in fair condition and in conflict with the construction of the new driveway, removal recommended.
- the applicant is required to provide \$3,000.00 in compensation for the removal of these City trees.

Tree Replacement

The applicant wishes to remove nine on-site bylaw-sized trees (tag #268, 520, 521, 522, 524, 525, 526, 527 and 530). The 2:1 replacement ratio would require a total of 18 replacement trees. The applicant has agreed to plant five trees on each lot proposed; for a total of ten trees. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057:

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
10	8.0 cm	4.0 m

To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$6,000.00 (8 x \$750.00/tree) to the City's Tree Compensation Fund in lieu of the remaining eight trees that cannot be accommodated on the subject property after redevelopment.

Tree Protection

One bylaw-sized on-site tree (tags #528) and one bylaw-sized tree (tag #529) on the neighbouring property to the west are to be retained and protected. One bylaw-sized on-site tree (tag #523) is to be retained and relocated on-site. One tree on City property (tag #2) is to be retained and protected.

Tree Survival Security in the amount of \$10,000.00 is required to secure the retention of one bylaw-sized tree located in the southwest corner of the site (tag # 528, a 20.5 cm Korean Fir) and to ensure the relocation of one bylaw-sized tree onsite (tag #523, a 24 cm Lion's Head Japanese Maple) from its current location to the front yard of the proposed western lot. An additional Tree Survival Security in the amount of \$5,000.00 is required to secure the retention of the City tree.

The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). For the bylaw-sized tree to be retained (#528) the new site grade change will need to be tapered to ensure tree survival. 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, including the relocation of Tree #523 on-site.

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.

Affordable Housing Strategy

The City's Affordable Housing Strategy for single-family rezoning applications requires a secondary suite or coach house on 100 per cent of new lots created through single-family rezoning and subdivision applications; a secondary suite or coach house on 50 per cent of new lots created and a cash-in-lieu contribution towards the City's Affordable Housing Reserve Fund based on the total buildable area of the remaining lots; or a cash-in-lieu contribution based on the total buildable area of all lots where a secondary suite cannot be accommodated in the development.

The applicant proposes to provide a minimum one-bedroom secondary suite, with a minimum size of 37 m² [400 ft²], on each of the two proposed subdivided lots. To ensure that a secondary suite is built on each lot to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until a minimum one-bedroom, 37 m² [400 ft²] secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and Richmond Zoning Bylaw 8500. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

Site Servicing and Frontage Improvements

At Subdivision stage, the developer is required to enter into a Servicing Agreement for the design and construction of engineering infrastructure and frontage improvements, as described in Attachment 6. Frontage improvements include, but are not limited to, the following:

- Cut and cap and remove the existing water service connection fronting Granville Avenue; and complete all tie-ins for the proposed water works to existing City infrastructure;
- Upgrade the existing Storm Sewer along the site's Granville Avenue frontage service connections as needed;
- Install new sanitary service connections and inspection chambers to new lots;
- Existing driveways to be closed, and two new vehicle driveway accesses fronting Granville Avenue constructed; and,
- Reinstate existing curb, 1.5 m wide landscaped boulevard and 1.5 m wide concrete sidewalk to match existing frontage improvements.

- Pay property taxes up to the current year, Development Cost Charges (City, Translink, and Metro Vancouver), School Site Acquisition Charge, Address Assignment Fees and any other fees or costs identified through the subdivision application process.

Financial Impact or Economic Impact

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

Conclusion

The purpose of this rezoning application is to rezone the property at 3300 Granville Avenue from the “Single Detached (RS1/E)” zone to the “Single Detached (RS2/B)” zone to permit the property to be subdivided into two single-family lots, each with vehicle access from Granville Avenue.

This rezoning application complies with the land use designations and applicable policies contained within the OCP for the subject site.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

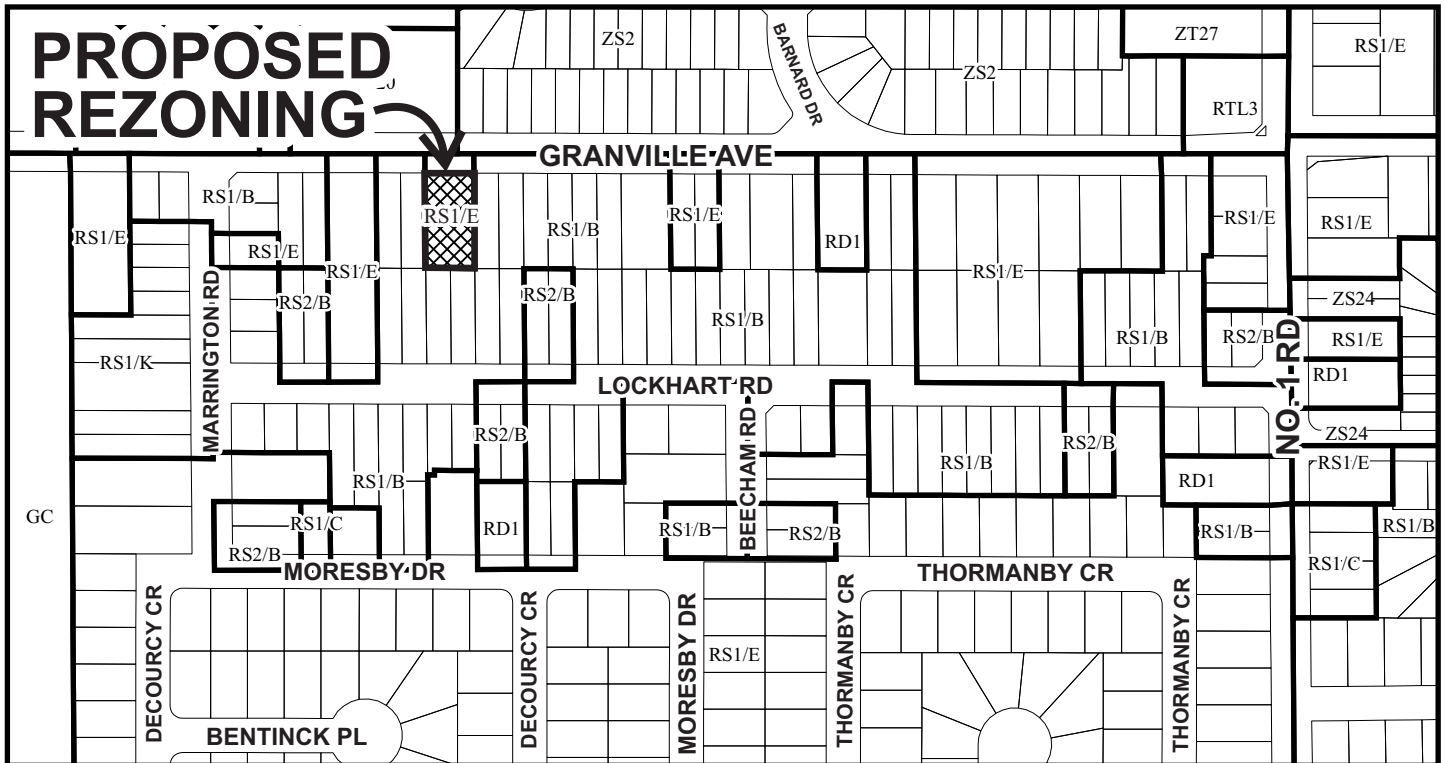
It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10495 be introduced and given first reading.



Laurel Eyton
Planning Technician
(604-276-4262)

LE:he

- Att.
- 1: Location Map
 - 2: Conceptual Development Plans
 - 3: Development Application Data Sheet
 - 4: Lot Size Policy 5447
 - 5: Tree Management Plan
 - 6: Rezoning Considerations



3591 83.21				3611 12.79	3613 12.00	3615 12.00	3631 12.00	3633 12.00	3635 12.00	3651 12.00	3653 12.00	3655 12.00
GRANVILLE AVE												
9	12.19 3220	24.38 3240	12.15 3260	12.23 3280	24.38 3300	12.19 3340	12.19 3348	12.19 3360	12.19 3380	12.19 3400	12.19 3408	24.38 3440
	47.51	47.51	47.47	47.47	47.47	47.47	47.50	47.55	47.55	47.55	47.55	
19	12.19	24.38	12.15 12.19	12.23 12.19	24.38 12.19 12.19	12.19	12.19	12.19	12.19	12.19	12.19	24.38 12.19 12.19



RZ 22-026766

PLN - 73

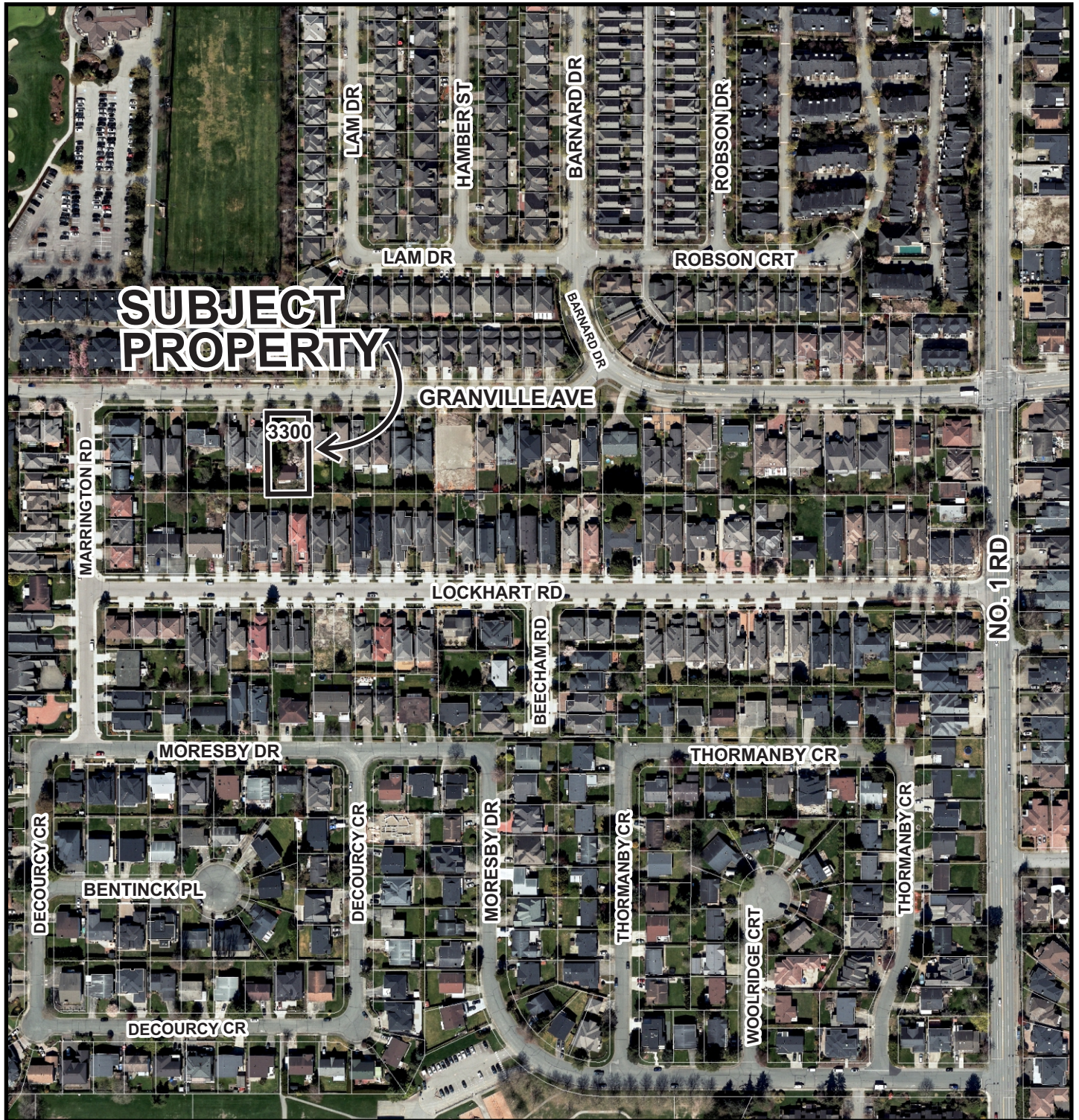
Original Date: 01/10/23

Revision Date:

Note: Dimensions are in METRES



City of Richmond



RZ 22-026766

PLN - 74

Original Date: 01/10/23

Revision Date:

Note: Dimensions are in METRES

BC LAND SURVEYORS PROPOSED SUBDIVISION AND TOPOGRAPHICAL SURVEY PLAN OF LOT 14 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NWD PLAN 14012

PID : 009-914-251

CIVIC ADDRESS :

3300- GRANVILLE AVENUE
RICHMOND, B.C.

0 5 10 15 20
SCALE 1 : 250 DISTANCES ARE METRIC

NOTE :

Preliminary Layout, subject to approval.
Areas and Dimensions are subject to detailed
Legal Survey and calculations, and may vary.

LEGEND :

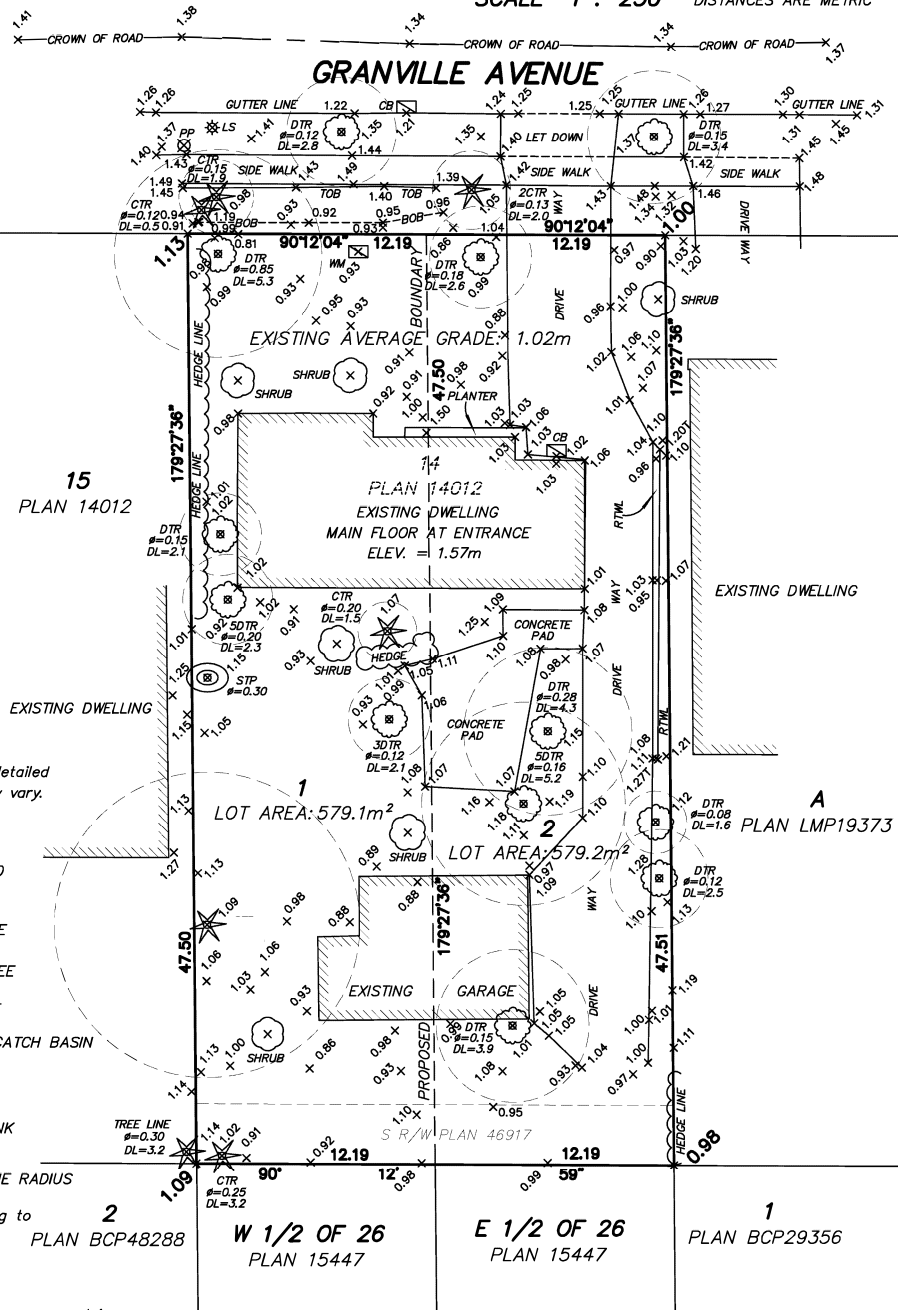
LS	✱	DENOTES LAMP STANDARD
PP	⊠	DENOTES POWER POLE
DTR	⊗	DENOTES DECIDUOUS TREE
CTR	✱	DENOTES CONIFEROUS TREE
STP	⊙	DENOTES STUMP OF TREE
CB	⊠	DENOTES RECTANGULAR CATCH BASIN
WM	⊠	DENOTES WATER METER
RTWL		DENOTES RETAINING WALL
BOB		DENOTES BOTTOM OF BANK
TOB		DENOTES TOP OF BANK
DL		DENOTES TREE'S DRIP LINE RADIUS

Lot dimensions and clearances according to
Field Survey.

This plan does not show non-plan
charges, liens or interests.

This plan was prepared for inspection 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
any decisions made or actions taken based on this
document. This documents shows the relative location
of the surveyed structures and features with respect to
the boundaries of the parcel described above. This
document shall not be used to define property lines or
property corners. All rights reserved. No person may
copy, reproduce, transmit or alter this document in
whole or in part without the consent of the signatory.

THIS TOPOGRAPHICAL SURVEY HAS BEEN PREPARED IN
ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE AND
IS CERTIFIED CORRECT THIS 5th DAY OF OCTOBER, 2022.



ELEVATION DERIVATION

ELEVATIONS ARE GEODETIC DERIVED
FROM GNSS OBSERVATIONS
DATUM CVD28GVRD 2018

© GREWAL & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
UNIT 204, 15299-68th AVENUE
SURREY, B.C. V3S 2C1
TEL: 604-597-8567
EMAIL: Office@GrewalSurveys.com
FILE : 2209-015 T3

PLN - 75

LAKHJOT S. GREWAL

B.C.L.S.

PLN - 76



RZ 22-026766

Attachment 3

Address: 3300 Granville Avenue

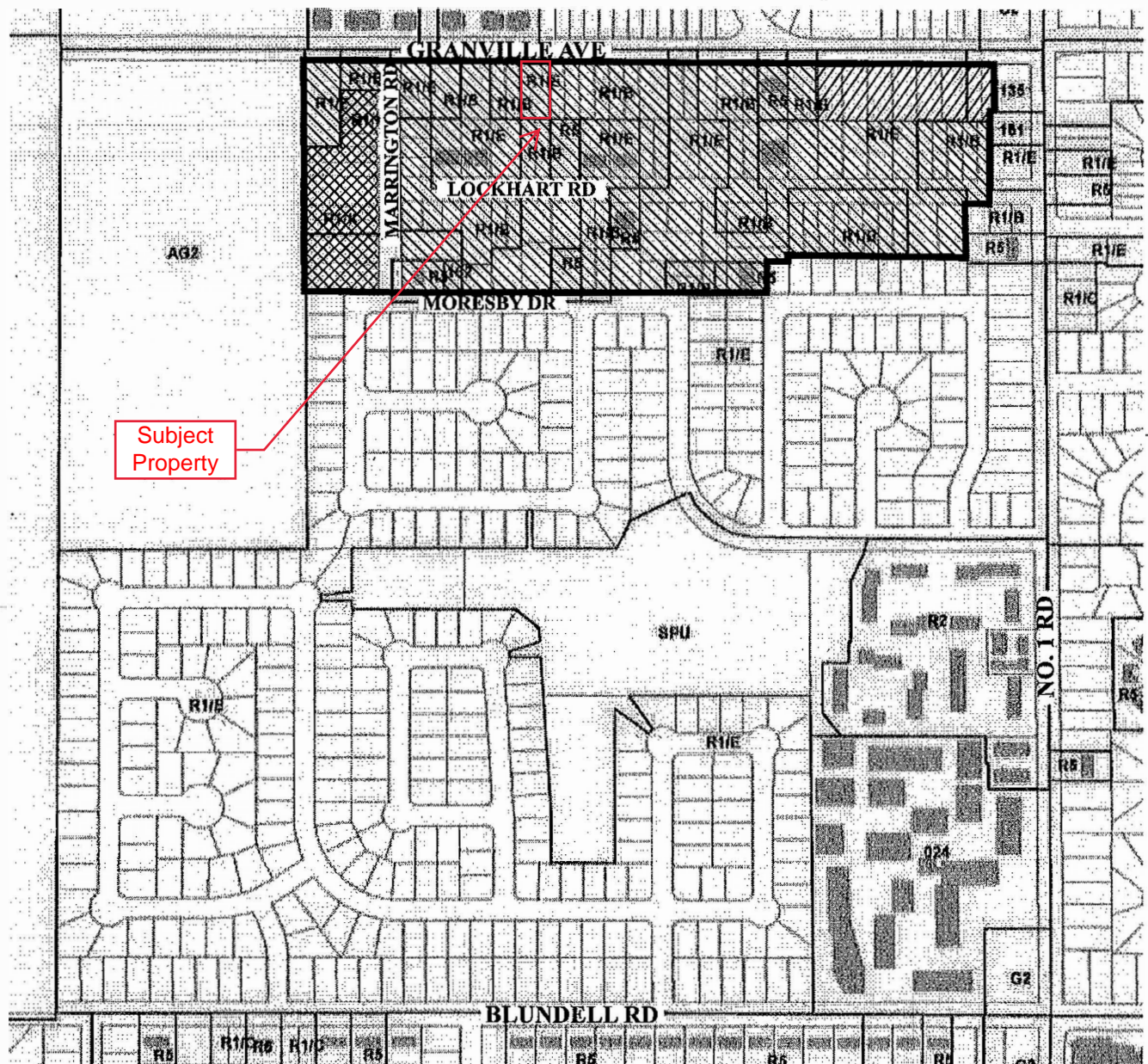
Applicant: Hari Singh Gill




Planning Area(s): Seafair

	Existing	Proposed
Owner:	Hari Singh Gill	To Be Determined
Site Size (m²):	1156 m ²	Lot 1: 579.1 m ² Lot 2: 579.2 m ²
Land Uses:	Single Family Residential	Single Family Residential
OCP Designation:	Neighbourhood Residential	Neighbourhood Residential
702 Policy Designation:	Policy 5447	Policy 5447
Zoning:	RS1/E	RS2/B

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	Max. 0.55 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Live landscaping: Min. 25%	Building: Max. 45% Non-porous Surfaces: Max. 70% Live landscaping: Min. 25%	none
Lot Size:	Min. 360.0 m ²	Lot 1: 579.1 m ² Lot 2: 579.2 m ²	none
Lot Dimensions (m):	Width: Min. 12.0 m Depth: Min. 24.0 m	Width: 12.2 m Depth: 47.5 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Greater of 6.0 m or 20% of total lot depth Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 9.5 m Side: Min. 1.2 m	none
Height (m):	Max. 2.5 storeys	Max. 2.5 storeys	none
Off-street Parking Spaces – Total:	Min. 2	Min. 2	none

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



-  Subdivision permitted as per R1/B with the following provisions:
-  1. Between 3620 and 3780 Granville Avenue R1/C.
 -  2. Between 7151 and 7031 Marrington Road R1/K.



Policy 5447 Section 15-4-7

Adopted Date: 09/16/91

Amended Date: 10/20/03

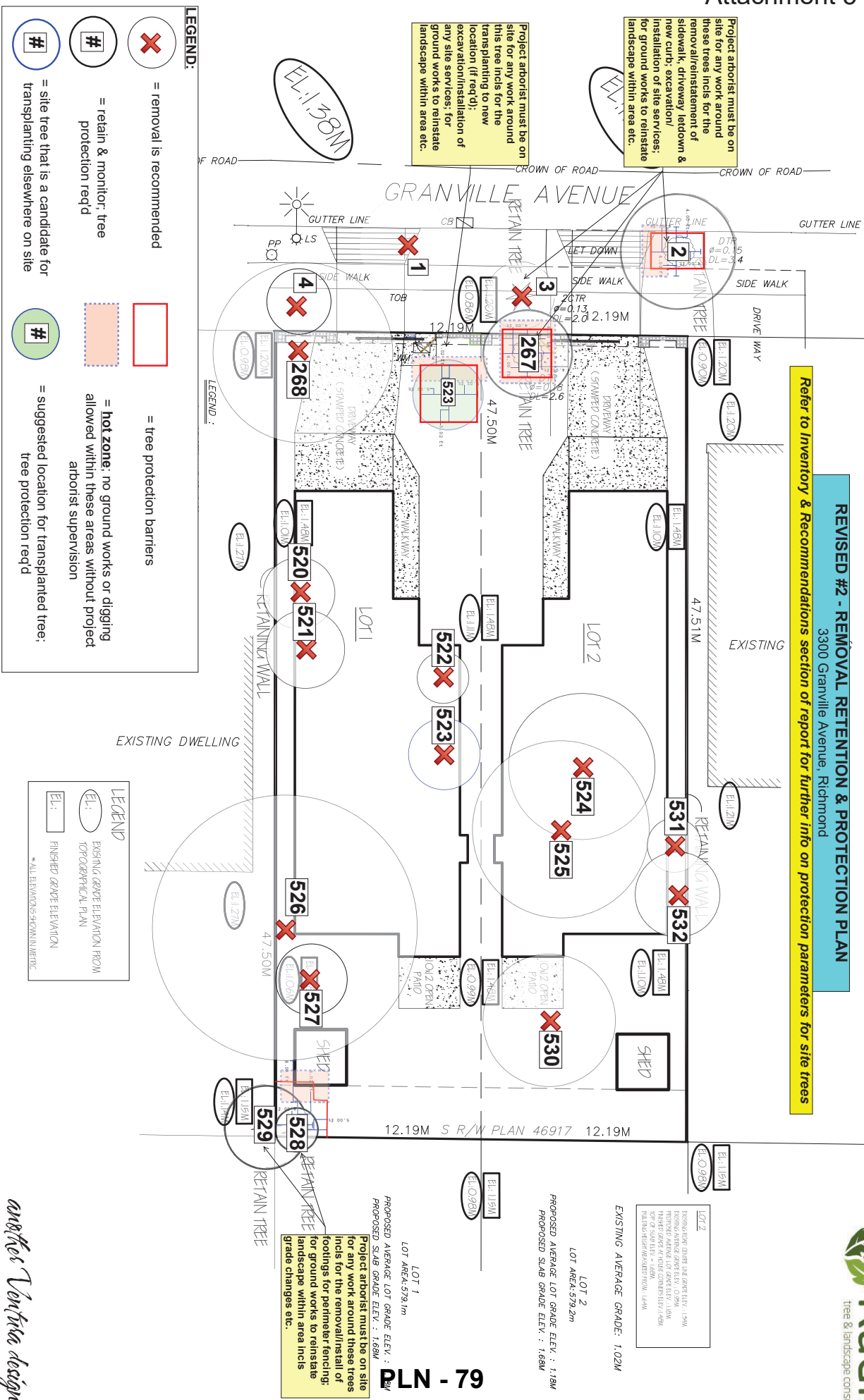
Note: Dimensions are in METRES



REVISED #2 - REMOVAL RETENTION & PROTECTION PLAN

3300 Granville Avenue, Richmond

Refer to Inventory & Recommendations section of report for further info on protection parameters for site trees



The Project Arborist must be on-site when excavation or construction activities are occurring within the protection zones prescribed for the site trees.

conifer Ventura design
3300 Granville Avenue



Address: 3300 Granville Avenue

File No.: RZ 22-026766

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10495, the developer is required to complete the following:

1. Submission of a Landscape Security in the amount of \$7500.00 (\$750/tree) to ensure that a total of five replacement trees are planted and maintained on each lot proposed (for a total of ten trees); minimum 8.0 cm deciduous caliper or 4.0 m high conifers). **NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees.**
2. City acceptance of the developer's offer to voluntarily contribute \$6,000.00 to the City's Tree Compensation Fund for the planting of eight replacement trees within the City.
3. City acceptance of the developer's offer to voluntarily contribute \$3,000.00 to the City's Tree Compensation Fund for the replacement of the three trees being removed on City property.
4. 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, and during the process of tree relocation for the tree to be relocated on-site (#523). 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.
5. Submission of a Tree Survival Security to the City in the amount of \$10,000.00 for one bylaw-sized tree to be retained in the rear (#528) and one bylaw-sized tree to be relocated on-site (#523).
6. Submission of a Tree Survival Security to the City in the amount of \$5,000.00 for the City tree (#2) to be retained on City property.
7. Registration of a flood indemnity covenant on title.
8. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a minimum one-bedroom secondary suite of minimum size 37 m² [400 ft²] 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.
9. Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

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.

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

1. Payment of the current year's property taxes, Development Cost Charges, School Site Acquisition Charge, Address Assignment Fees, and the costs associated with the completion of the design and construction of engineering infrastructure and frontage improvements.
2. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:

Water Works:

- a) Using the OCP Model, there is 295.0 L/s of water available at a 20 psi residual at the Granville Ave frontage. Based on your proposed development, your site requires a minimum fire flow of 95.0 L/s.

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

- i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
- ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
- iii) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the servicing agreement process.
- iv) Install two new water service connections, each c/w water meter and water meter box as per City specifications. Each service connection shall service one proposed lot. The new service connection c/w water meter and water meter box shall avoid being installed in proposed driveways.

c) At Developer's cost, the City will:

- i) Cut and cap and remove existing water service connection fronting Granville Ave.
- ii) Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works:

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

- i) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
- ii) Upgrade the existing 300 mm Storm Sewer along the proposed site's Granville Ave frontage to 600 mm. The upgrade shall proceed from a new storm manhole installed in front of West PL of 3300 Granville Ave to STMH206 with approximate length of 23.5 m.
- iii) Confirm the condition and size of the existing storm service lead connection at the Northeast corner of 3300 Granville Ave. If not adequate, cut and cap the existing storm service lead connection and install a new storm sewer service connection, complete with an inspection chamber as per City specifications to East proposed lot. The new service connection c/w inspection chamber shall avoid being installed in proposed driveways.
- iv) Confirm the condition and size of the existing storm service lead connection at the Northwest corner of 3300 Granville Ave. If not adequate, cut and cap the existing storm service lead connection and install a new storm sewer service connection, complete with an inspection chamber as per City specifications to West proposed lot. The new service connection c/w inspection chamber shall avoid being installed in proposed driveways.

e) At Developer's cost, the City will:

- i) Cut and cap and remove the existing dual service connection at the North PL of 3300 Granville Ave.
- ii) Complete all tie-ins for the proposed works to existing City infrastructure.

Sanitary Sewer Works:

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

- i) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
- ii) Confirm the condition and size of the existing sanitary service lead connection at the Southwest corner of 3300 Granville Ave. If not adequate, cut and cap the existing sanitary service lead connection and install a new sanitary service connection, c/w an inspection chamber as per City specifications to service the proposed western lot.
- iii) Install one new sanitary service connection, each c/w an inspection chamber as per City specifications to service the proposed eastern lot.

g) At Developer's cost, the City will:

- i) Complete all tie-ins for the proposed works to existing City infrastructure.

Street Lighting:

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

- i) Review street lighting levels along all road and lane frontages, and upgrade as required.

General Items:

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

- i) Complete other frontage improvements as per Transportation requirements listed below.
- ii) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (1) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - (2) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (3) To underground overhead service lines.
- iii) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- iv) Coordinate the servicing agreement design for this development with the servicing agreement(s) for the adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - (a) Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - (b) Pipe sizes, material and slopes.
 - (c) Location of manholes and fire hydrants.
 - (d) Road grades, high points and low points.
 - (e) Alignment of ultimate and interim curbs.
 - (f) Proposed street lights design.
- v) 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.

Driveway closure / construction:

- j) The existing driveway along the Granville Avenue frontage to be removed and reinstated with barrier curb, boulevard per frontage improvement requirements.
- k) Two new vehicle driveway accesses fronting Granville Avenue shall be constructed to meet the requirements of the City's Engineering Design Specifications for a single family residential driveway fronting a local road:
 - i) Driveway shall be 4.0 m wide at the property line
 - ii) Minimum 1.0 m distance (flare to flare) must be maintained between two adjacent driveways.

Frontage improvements:

- l) Reinstall existing curb, 1.5 m wide landscaped boulevard and 1.5 m wide concrete sidewalk to match existing. Scope of this work may be adjusted during the Servicing Agreement design to facilitate tree retention requirements.
- m) Engineering to confirm requirements for existing hydro pole and street light.

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.

Note:

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

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

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

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

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10495 (RZ 22-026766)
3300 Granville Avenue**

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. 009-914-251

Lot 14 Section 15 Block 4 North Range 7 West New Westminster District Plan 14012

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10495”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: September 18, 2023
File: RZ 21-943417

Re: Application by Matthew Cheng for Rezoning at 7300 St. Albans Road from
"Single Detached (RS1/E)" Zone to "High Density Townhouses (RTH1)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10494, for the rezoning of 7300 St. Albans Road from "Single Detached (RS1/E)" zone to "High Density Townhouses (RTH1)" zone, be introduced and given first reading.

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

WC:ak
Att. 6

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

Staff Report

Origin

Matthew Cheng, on behalf of 1124053 B.C. LTD (Director: Pavendeep Kooner), has applied to the City of Richmond for permission to rezone 7300 St. Albans Road from the “Single Detached (RS1/E)” zone to the “High Density Townhouses (RTH1)” zone to permit the development of four townhouse units with one secondary suite (Attachment 1).

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 2).

Subject Site Existing Housing Profile

The subject site contains an unoccupied single-family dwelling.

Surrounding Development

The subject site fronts St. Albans Road. Existing development immediately surrounding the subject site is as follows:

To the North: The St. Albans’ Anglican Church zoned “Assembly (ASY)”.

To the South: A seven-unit townhouse complex zoned “Medium Density Low Rise Apartments (RAM1)”.

To the East: A 36-unit townhouse complex zoned “Medium Density Low Rise Apartments (RAM1)”.

To the West: Across St. Albans Road, a three-storey apartment (over a single-storey parking structure) zoned “Medium Density Low Rise Apartments (RAM1)”.

Existing Legal Encumbrances

There is a City Statutory Right-of-Way (SRW) registered on Title of the subject property for the sanitary sewer located along the east property line. The applicant has been advised that encroachment into the SRW is not permitted.

Related Policies & Studies

Official Community Plan/City Centre Area Plan

The subject property is designated as “Neighbourhood Residential” in the Official Community Plan (OCP). The subject property is also located within the City Centre Area, Schedule 2.10 of the OCP and is designated “Sub-Area B.1: Mixed Used – Low Rise Residential & Limited Commercial” which is intended for grade-oriented housing in the form of townhouses with a common parking structure of conventional and stacked townhouses.

The proposed development provides for a similar form to the adjacent development to the south and the preliminary design complies with the Sub-Area B.1 guidelines in terms of land use, density and overall neighbourhood character. At the Development Permit (DP) stage, the townhouses' design, form and character will be further reviewed.

As set out in the City Centre Area Plan, the applicant is required to provide a contribution at a rate of \$0.34 per buildable square foot for future City Community Planning studies.

Registration of a legal agreement on Title is required, ensuring that future owners are aware that the development is subject to potential impacts due to other developments that may be approved within the City Centre.

St. Albans Sub-Area Plan

The proposed development is consistent with the Multi-Family Low Rise land use designation in the St. Albans Sub-Area Plan, which envisions three-storey apartments, townhouses, two-family or single-family dwellings (Attachment 3). The proposal for four three-storey townhouse units and one secondary suite is also generally consistent with the surrounding developments.

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 yet received any comments from the public about the rezoning application in response to the rezoning sign on site.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the public will have an opportunity to further comment on all of the proposed amendments at a Public Hearing.

Public notification of the Public Hearing will be provided as per the *Local Government Act* and the City's *Zoning Bylaw 8500*.

Analysis

Built Form and Architectural Character

The applicant proposes to construct a total of four townhouse units and one secondary suite with access from St. Albans Road. The layout of the townhouse units is oriented around a single driveway providing access to the site from St. Albans Road and a north-south internal maneuvering aisle providing access to the unit garages. A total of two three-storey duplex clusters are proposed.

Transportation and Site Access

Vehicle access to the subject site is proposed off St. Albans Road. This driveway will be the sole access to the proposed development and no access will be provided between the adjacent townhouse development to the south at 7320 St. Albans Road and the subject site.

On-site parking proposed is consistent with the requirements in the Zoning Bylaw 8500. Resident parking is to be provided within each unit's garage in either a side-by-side arrangement or single-car garages. One surface parking space is proposed for visitors, consistent with the Zoning Bylaw 8500. Resident bike parking is proposed to be located within each unit's garage, and a visitor bike rack is proposed within the common outdoor amenity space.

The applicant has submitted a traffic and parking assessment reviewing on-site parking and generated traffic. The City's Transportation Department has reviewed the proposal and supports the proposed arrangement.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses:

- Four bylaw-sized trees on the subject property (Tree #545, 546, 547 & 548).
- Seven trees on neighbouring properties to the east and south of the subject property (Tree # OS1-OS7).

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

- Two trees located on site, one (Tree# 547) at the southeast corner and one (Tree#548) at the northeast corner, are both larger conifers in good condition. Retain and protect.
- One tree (Tree #546) has been identified as dead and is to be removed.
- One tree (Tree # 545) is in moderate condition and in conflict with the drive aisle. This tree is not suitable for relocation.
- Replacement trees to be provided at a 2:1 ratio as per the OCP.
- One conifer tree located in the front yard of the property was removed without authorization. Two fines (\$1000.00 each) have been issued to the property owners, which have been subsequently paid. The applicant has agreed to a replacement ratio of 4:1 for the unauthorized removal of the conifer.
- Seven trees (Tree # OS 1- OS7) located on adjacent neighbouring properties are identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.

Tree Replacement

The applicant wishes to remove two by-law-sized trees on-site (Tree # 545 and 546). The 2:1 replacement ratio would require a total of four replacement trees.

The applicant has agreed to provide an additional four replacement trees in compensation for the unauthorized removal of a coniferous tree on site, resulting in a total of eight replacement trees required.

According to the preliminary landscape plans (Attachment 4), the applicant has agreed to plant five trees on site. The remaining three replacement trees were unable to be accommodated on site due to conflict with the City's sanitary infrastructure in the rear yard of the property. The species and location of the replacement trees will be further reviewed as part of the DP process. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
8	8 cm	4 m

To satisfy the 2:1 replacement ratio established in the OCP and the voluntary contribution of 4 additional trees in consideration of the unauthorized removal of the coniferous tree, the applicant will contribute \$2,250.00 to the City's Tree Compensation Fund in lieu of the remaining three trees that cannot be accommodated on the subject property after redevelopment. Opportunities for additional on-site planting will be reviewed and confirmed through the review of the future Development Permit application.

Tree Protection

Two trees (Tree # 547 and 548) are to be retained and protected on site. Seven trees (Tree # OS1-OS7) on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission of a Tree Survival Security to the City in the amount of \$20,000.00 for the two trees (Tree # 547 & 548) to be retained.
- 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.

Affordable Housing Strategy

The City's Affordable Housing Strategy requires that all townhouse rezoning applications provide a cash-in-lieu contribution to the Affordable Housing Reserve Fund. Consistent with the City's Affordable Housing Strategy, the applicant proposes to submit a cash-in-lieu contribution to the Affordable Housing Reserve fund in the amount of \$18.00 per buildable square foot (for sites inside of the City Centre Area Plan) for a total contribution of \$118,152.00 prior to final adoption of the rezoning bylaw.

The applicant also proposes to construct a one-bedroom secondary suite, of approximately 25 m² (270 ft²), consistent with the City's Zoning Bylaw 8500, as part of the four-unit townhouse development. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City, in accordance with the BC Building Code and the City's Zoning Bylaw. This legal agreement is a condition of rezoning adoption.

Energy Step Code

Consistent with the City's Energy Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance targets have been considered in the proposed design. The proposal is anticipated to achieve Step 3 of the Energy Step Code with Low Carbon Energy Systems. Prior to the future Development Permit being presented to the Development Permit Panel, the applicant must demonstrate the proposed building will comply with the applicable Energy Step Code and Zero Carbon Step Code in effect at the time.

Amenity Space

The outdoor amenity space is proposed to be situated at the northeast corner of the site and its preliminary size meets the minimum guidelines in the OCP. The DP application will further examine the configuration and programming of the common outdoor amenity space on site.

Consistent with the OCP, the applicant is proposing a contribution to the City in-lieu of on-site indoor amenity space. The current rate for this four-unit townhouse proposal is \$2,066.00 per unit for a total contribution of \$8,264.00 to the City's Leisure Facilities Reserve Fund.

Accessibility

Consistent with the OCP guidelines regarding accessible housing, the applicant is proposing to provide aging-in-place features in all of the units (e.g. stairwell handrails, lever-type handles for plumbing fixtures and door handles and solid blocking in washroom walls for future grab bar installation beside toilet, bathtub and shower). In addition, the applicant is proposing the provision of one convertible unit (Unit 3). Further review of the convertible unit design will be conducted as part of the DP application review process.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a Servicing Agreement (SA) for the design and construction of required frontage beautification works and services connections (Attachment 6).

The applicant is required to enter into a Servicing Agreement (SA) for the design and construction of servicing works and frontage improvements along St. Albans Road. The scope of improvements include, but are not limited to:

- Upgrading the existing water main from 150 mm to 200 mm
- New landscaped/treed boulevard (minimum 1.5 m wide).
- Concrete sidewalk (minimum 2.0 m wide).

The frontage design will be further refined through the SA design review process.

Development Permit Application

A Development Permit processed to a satisfactory level is required prior to rezoning adoption. Through the Development Permit, the following items are to be further examined:

- Compliance with the Development Permit Guidelines for multi-family projects in the 2041 Official Community Plan and the St. Albans Sub-Area Plan.
- Detailed review of landscape plans provided by a Registered Landscape Architect.
- Address potential adjacency issues through landscaping and built form.
- Site grading plans to ensure the survival of protected trees.
- Refinement of the outdoor amenity area design including the choice of play equipment.
- Opportunities to maximize planting along the internal drive aisle.

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

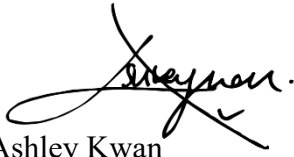
Financial Impact or Economic Impact

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

Conclusion

This application is to rezone 7300 St. Albans Road from the “Single Detached (RS1/E)” zone to the “High Density Townhouses (RTH1)” zone to permit the development of four townhouse units and one secondary suite with vehicle access from St. Albans Road. The proposed rezoning is consistent with the Official Community Plan (OCP) regarding developments within the St. Albans Sub-Area Plan, as well as other applicable policies contained within the OCP. The list of rezoning considerations is included in Attachment 6; which has been agreed to by the applicant (signed concurrence on file).

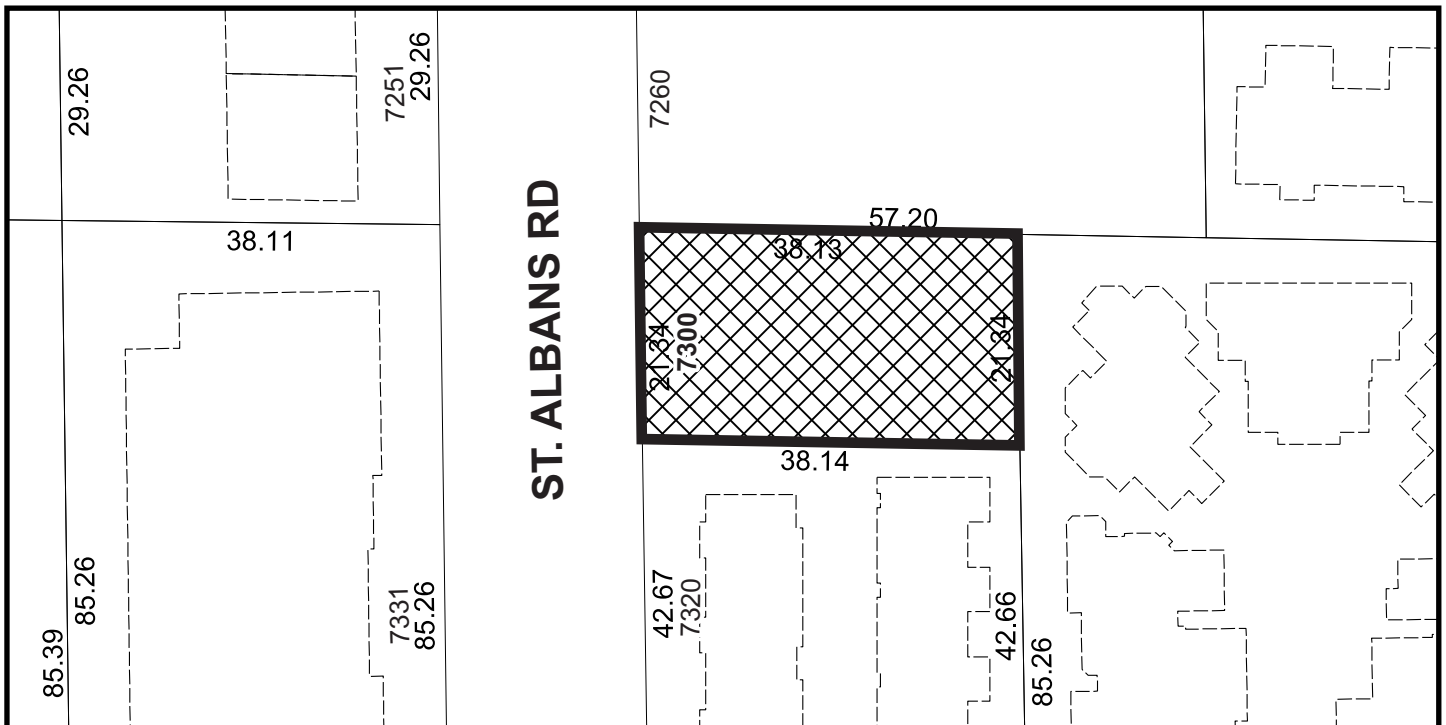
It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10494 be introduced and given first reading.

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

Ashley Kwan
Planner 1
(604-276-4173)

AK:js

- Att. 1: Location Map
 2: Development Application Data Sheet
 3: St. Albans Sub-Area Plan
 4: Conceptual Development Plans
 5: Tree Management Plan
 6: Rezoning Considerations



RZ 21-943417

PLN - 93

Revision Date:

Note: Dimensions are in METRES



City of Richmond



RZ 21-943417

PLN - 94

Original Date: 11/15/21

Revision Date:

Note: Dimensions are in METRES



RZ 21-943417

Attachment 2

Address: 7300 St. Albans Road

Applicant: Matthew Cheng

Planning Area(s): St. Albans Sub-Area Plan

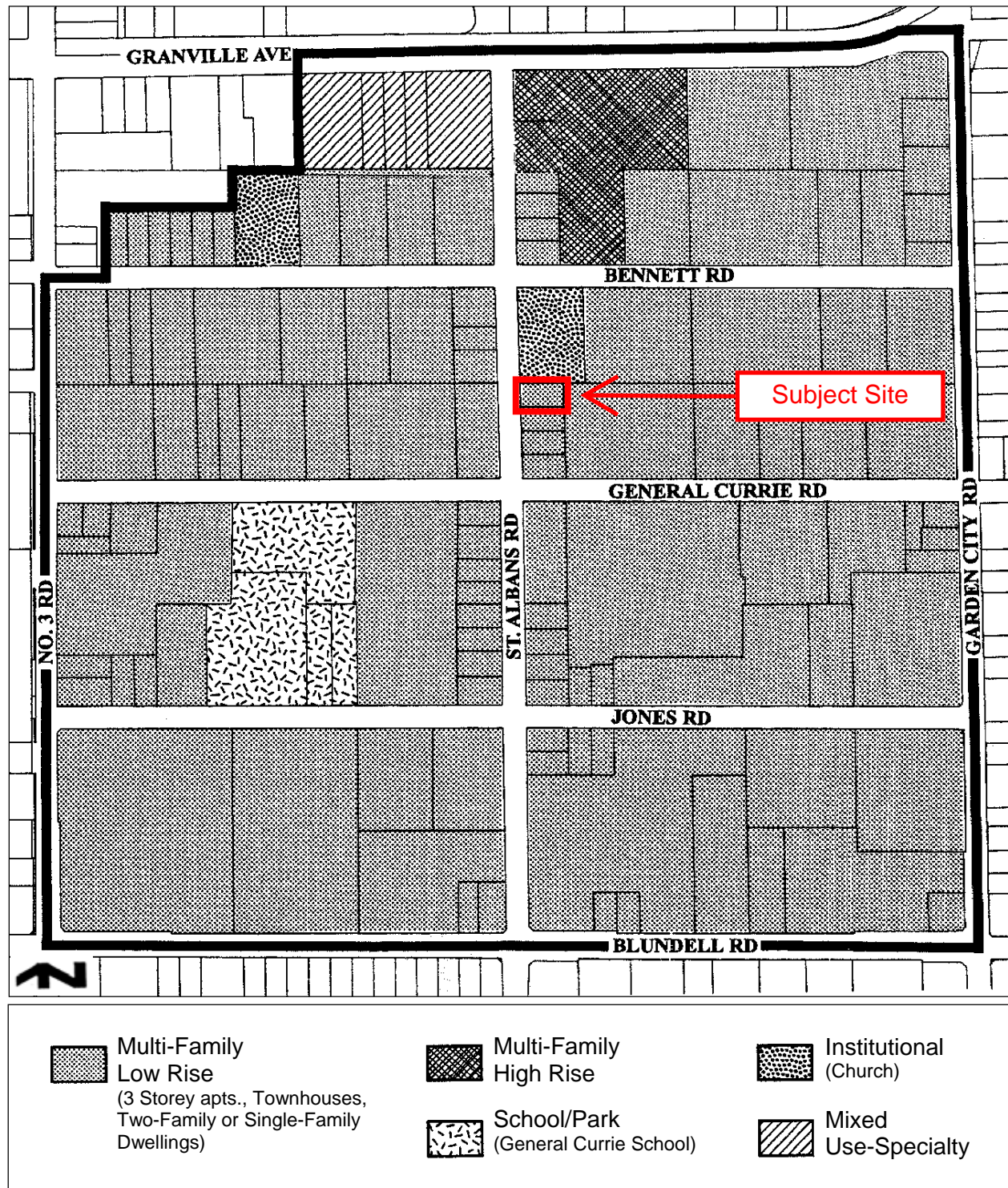
	Existing	Proposed
Owner:	1124053 B.C. Ltd	No Change
Site Size (m²):	813.9 m ²	No Change
Land Uses:	Single Family Residential	Multi-Family Residential
OCP Designation:	Neighbourhood Residential	No Change
Area Plan Designation:	Multi-Family Low Rise	No Change
Zoning:	Single Detached (RS1/E)	High Density Townhouses (RTH1)
Number of Units:	1	4

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.75	0.75	none permitted
Buildable Floor Area (m ²):*	Max. 610.43 m ² (6571 ft ²)	610.36 m ² (6563 ft ²)	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 20%	Building: 33.6% Non-porous Surfaces: 64.0% Landscaping: 25.7%	none
Lot Size:	Min. 600 m ²	813.9 m ²	none
Lot Dimensions (m):	Width: 20 m Depth: 30 m	Width: 21.3 m Depth: 38.14 m	none
Setbacks (m):	Front: Min. 4.5 m Rear: Min. 2.0 m Side: Min. 2.0 m	Front: 4.5 m Rear: 4.5 m Side: 2.0 m	none
Height (m):	Max. 12.0 m (3 storeys)	11.3 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	1.4 (R) and 0.2 (V) per unit	1.4 (R) and 0.2 (V) per unit	none
Off-street Parking Spaces – Total:	6 (R) and 1 (V)	6 (R) and 1 (V)	none
Amenity Space – Indoor:	Min. 50 m ²	Cash in-lieu	none
Amenity Space – Outdoor:	Min. 24 m ²	25.85 m ²	none

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

City of Richmond

Land Use Map





Unit 202 - 670 EVANS AVENUE
VANCOUVER, BC V6A 2K9
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Cel: (604) 649-0669 / Email:

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Rechtsanw.

RE	YY-MM-DD	DESCRIPTION	DRWN	CHKD
Y	DD			

Consultant

Project
Title

**4 UNIT
TOWNHOUSE
DEVELOPMENT**

7300 ST. ALBANS ROAD
RICHMOND, BC

RENDERING AND INFORMATION

Drawn by:	BK
Checked by:	MC
Scale:	
Project Number:	Project Number
Revision Date:	Draw No.:
Print Date:	9/15/2023 10:41 PM
	A000

THE PROJECT COMPLIANCE WITH FLOOD PLAIN DESIGNATION AND PROTECTION BYLAW.
NO AREA BELOW THE FCL WILL BE USED FOR THE INSTALLATION OF FURNACES OR OTHER FIXED EQUIPMENT
SUSCEPTIBLE TO DAMAGE BY FLOOD WATER.

THIS PROJECT WILL BE BUILT BASED ON ENERGY STEP CODE STEP 3 WITH LCES

1) ABOVE GRADE WALLS : 2X6@16- R-24 INSULATION

2) FLAT ROOF : R-40 INSULATION

3) FLOOR OVER UNHEATED SPACE: R-28 IN

4) SLAB ON GRADE : R-12 BEL
5) ACH : 2.5 QRI ESS @ 50 PA

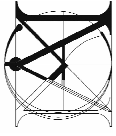
6) WINDOWS : U VALUE 1.20 OR LOWER AND SHGC 0.30 OR HIGHER

7) HEATING SYSTEM : AIR SOURCE HEATPUMP

8) DOMESTIC HOT WATER - ELECTRIC

PROJECT DATA		EXISTING	PROPOSED
ADDRESS	METRIC (M ² M)	METRIC (F/SF)	METRIC (M ² M) / IMPERIAL (F/SF)
LEGEND DESCRIPTION	7300 ST ALBANS ROAD, RICHMOND BC		
PID	LOT 4 SEC 16 BLOCK 4 NORTH RANGE 60 NEW WESTMINSTER DISTRICT PLAN 11330		
SITE AREA	8139	8752	8139
LAND USE	SINGLE FAMILY DWELLING		
OCIP DESIGNATION	RESIDENTIAL		TOWNHOUSE
ZONING	RS1E		NO CHANGE
NO. OF DWELLINGS	1		RT11
	REQUIRED / ALLOWED	IMPERIAL (F/SF)	PROPOSED
	METRIC (M ² M)	METRIC (F/SF)	METRIC (M ² M) / IMPERIAL (F/SF)
FLOOR AREA RATIO (FAR)	0.75		0.75
FLOOR AREA TOTAL	610.44	6,571	610.36
LOT COVERAGE			6.563
BUILDING (45% MAX.)	366.26	3,938	273.79
NON POROUS SURFACE (70% MAX.)	569.74	6,126	521.17
LIVE PLANT (20% MIN.)	162.78	1,750	208.79
SETBACK-FRONT YARD	4.5M	14'-09"	4.5M
SETBACK-SIDE YARD (NORTH)	2M	6'-06"	2.3M
SETBACK-SIDE YARD (SOUTH)	2M	6'-06"	2M
SETBACK-REAR YARD	3M	9'-10"	4.5M
HEIGHT (FLAT ROOF)	12M	3 STOREY	11.3M
LOT SIZE	8139	8752	8139
OFF-STREET PARKING TOTAL	7		7
OFF-STREET ACCESSIBLE	0		0
RANDOM PARKING SPACES	0		0
SIDE BY SIDE PARKING SPACES	0		4
OFF-STREET PARKING VISITOR	1		1
CLASS 1 BICYCLE SPACE	125K445		8
CLASS 2 BICYCLE SPACE	20K445		
AMENITY SPACE - OUTDOOR	MIN. 6 SNUITUM-245M	258	25.85
AMENITY SPACE - INDOOR	MIN. 70 SM OR CASH IN LIU OF \$1000.00/UNIT		CASH IN LIU
ADDITIONAL LANDSCAPE OUTDOOR:	87.3		101.4
(10% OF NET SITE AREA)			1,090.00
GENERAL NOTES:			
AGING IN PLACE FEATURES ARE PROPOSED IN ALL UNITS OF THE PROJECT.			
ONE CONVERTIBLE UNIT IS PROPOSED			
ALL UNITS IN THIS PROJECT MUST MEET THE REQUIREMENTS OF THE SDOAR			
HOT WATER READY REGULATION			
PROJECT WILL ACHIEVE ENERGU 82 RATING			

CURRENT CONDITION OF BUILDING ON SITE- VACANT HOUSE



MATTHEW
CHENG
ARCHITECT INC.

116-202-730 EVANS AVENUE
VANCOUVER, BC V6A 3K9
Tel: (604) 731-3012 / Fax: (604) 731-3908
Cell: (604) 694-9069 / Email:

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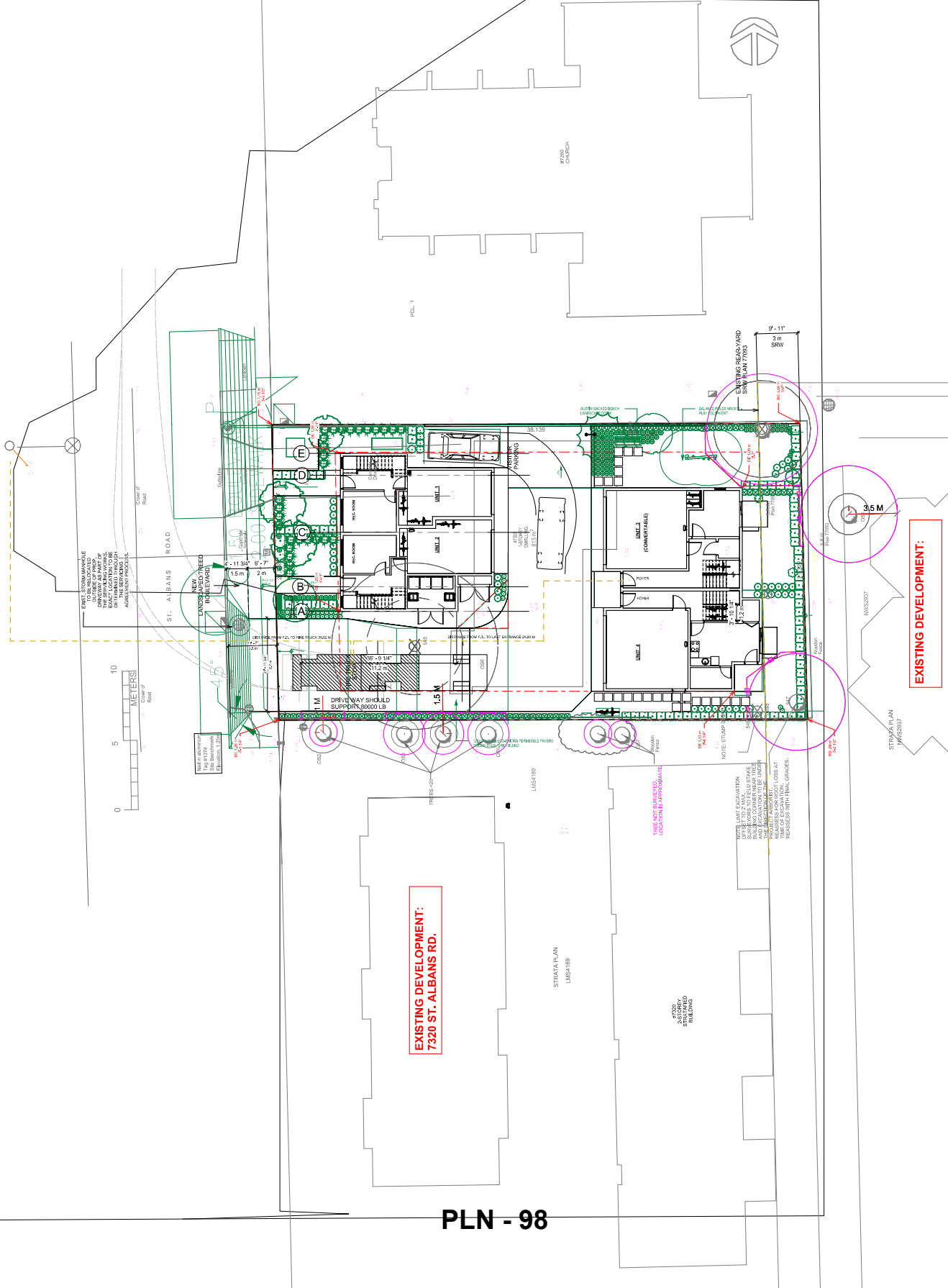
Project
Title
4 UNIT
TOWNHOUSE
DEVELOPMENT

7300 ST. ALBANS ROAD
RICHMOND, BC

CONTEXT PLAN

Drawn	BK
Checked	MC
Scale	1" = 10'-0"
Project Number	
Revision Date	

Doc. No.
A001





Unit 202 - 670 EVANS AVENUE
/ ANCOUVER, BC V6A 2K9
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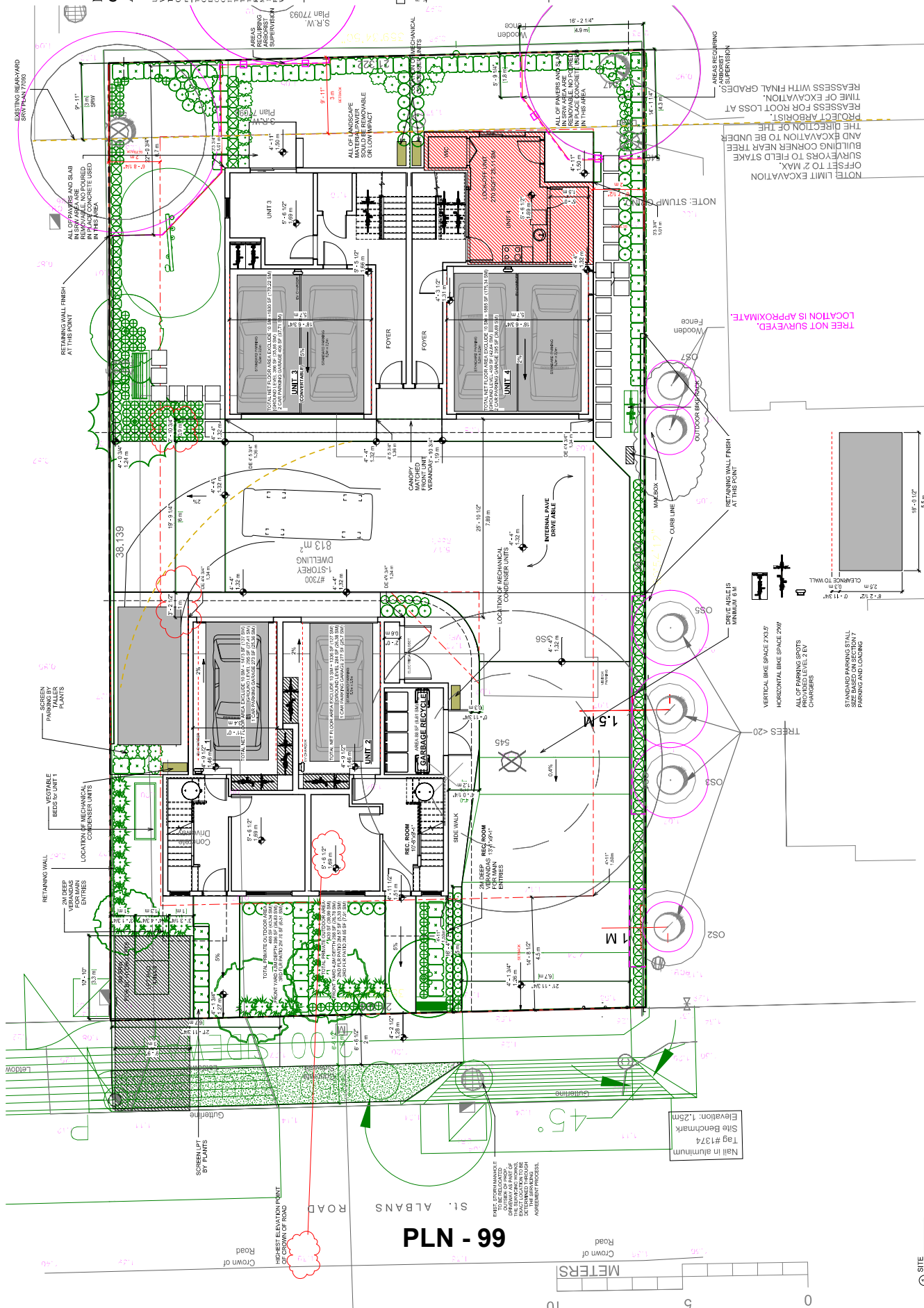
DATE	YY-MM-DD	DESCRIPTION	DRAWN	CHECK
Consultant				

Title
4 UNIT
TOWNHOUSE
DEVELOPMENT

7300 ST. ALBANS ROAD
RICHMOND, BC

THE SITE PLAN

Draw	BK
Checked	MC
Scale	3/16" = 1'-0"
Project Number	
Revision Date	Draw. No.
Date 1	A002
Print Date	8/15/2023 1:01:45 PM



1 SITE
3/16" = 1'-0"



Unit 202 - 670 EVANS AVENUE
/ ANCOUVER, BC V6A 2K9
Tel: (604) 731-3012 / Fax: (604) 731-3908
Tel: (604) 649-0669 / Email:

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Revision:

DATE	YY-MM-DD	DESCRIPTION	DRAWN	CHK
Consultant				

Project
Title

7300 ST. ALBANS ROAD
RICHMOND, BC

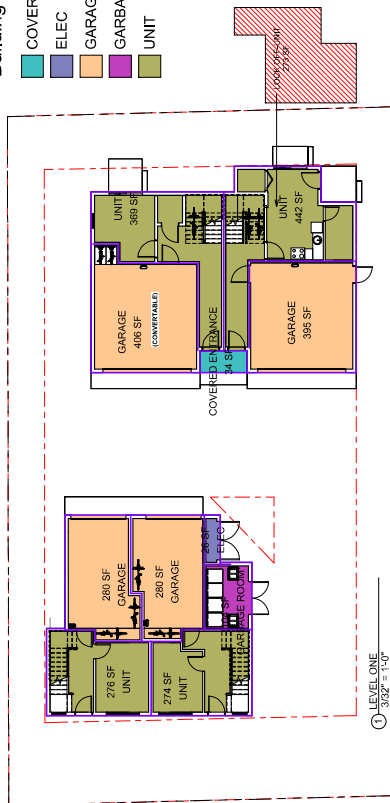
Sheet
Title
FSR
CALCULATION

Drawn by:	BK
Checked by:	MC
Scale	3/32" = 1'-0"
Project Number	
Revision Date:	Draw. No.:

Print Date:
9/15/2023 1:01:47 PM

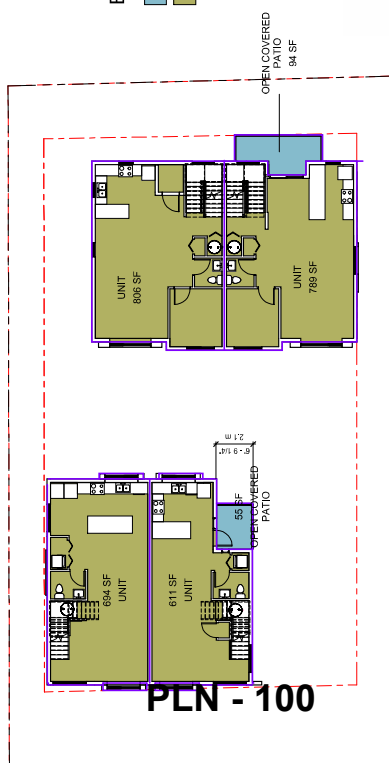
Building Area Legend

- COVERED ENTRANCE
ELEC
GARAGE
GARBAGE ROOM
UNIT



Building Area Legend

- OPEN COVERED PATIO
UNIT



GROSS FLOOR AREA (SF)

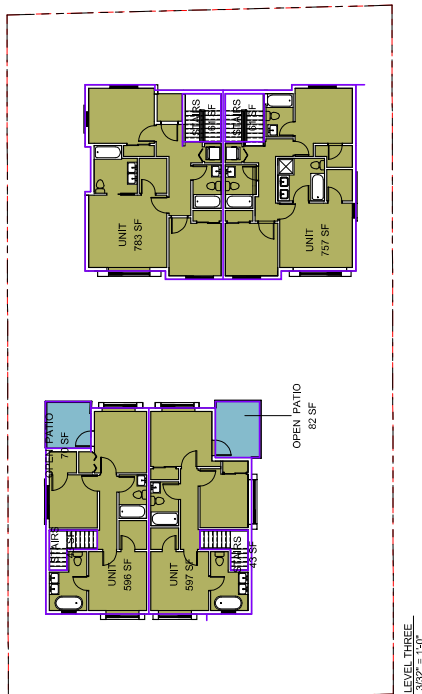
TOWNHOUSE	GROSS FLOOR AREA, (SF)							Total Floor Area	
	Ground Floor	GROUND FLOOR EXCEPT 10 M	SECOND		THIRD		GARAGE		Total Floor Area
			SF	SF	SF	SF			
TOWNHOUSE BLDG 1	1361						6563.44	610.40	
UNIT 101	276	168.36	694		596	280	1458.36	135.63	
UNIT 102	274	166.36	611		587	280	1374.36	127.82	
UNIT 103	369	261.36	806		783	406	1850.36	172.08	
UNIT 104	442	334.36	789		757	395	1880.36	174.87	

TOTAL GFA	6563.44	610.40
FSR	0.75	

SITE AREA

8751.82	813.92
6563.44	610.40

133	12.37
-----	-------



1 BUILDING COVERAGE PLAN
1/4" = 1'-0"

RE	YY-MM-DD	DESCRIPTION	DRAWN	CHK

Project
Title

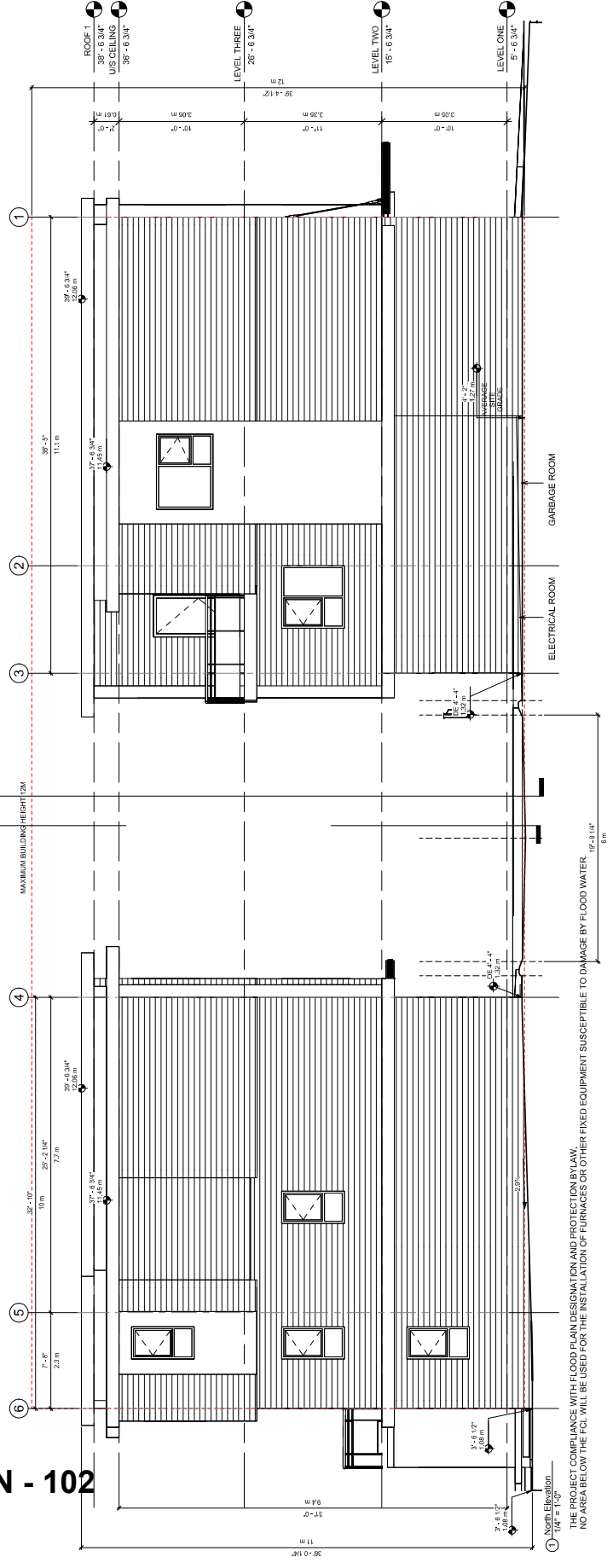
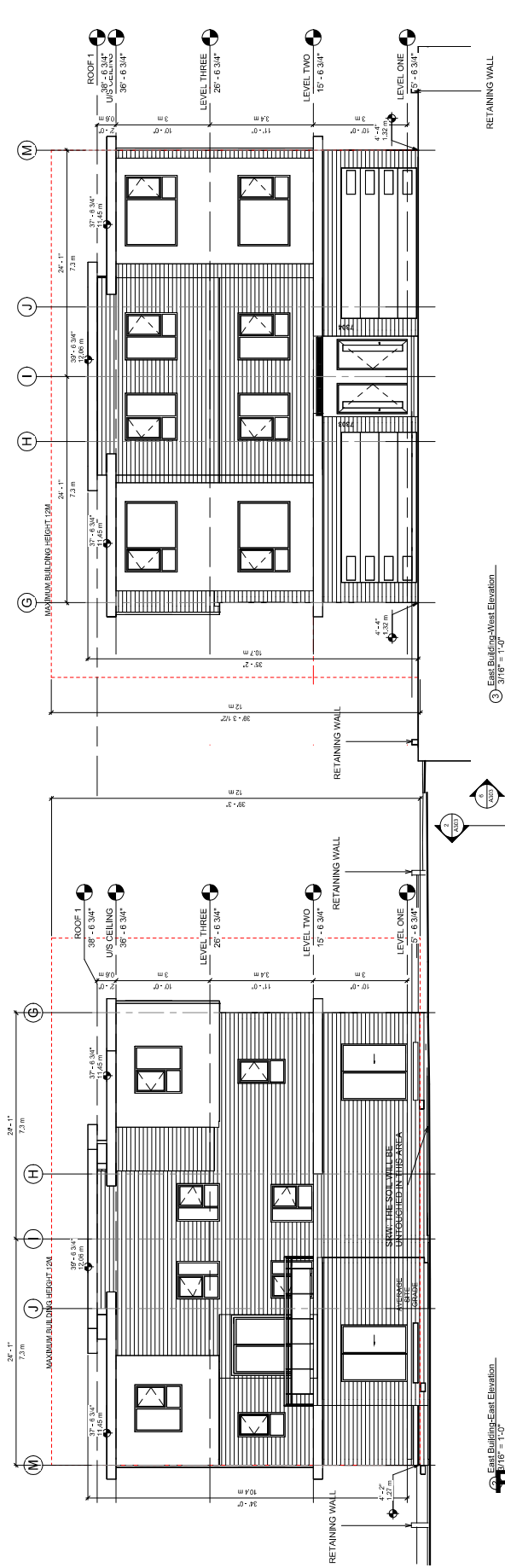
**4 UNIT
TOWNHOUSE
DEVELOPMENT**

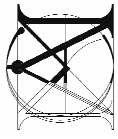
7300 ST. ALBANS ROAD
RICHMOND, BC

Sheet
The East Building
Elevations &
North Elevation

Drawn by:	BK
Checked by:	MC
Scale:	As indicated
Project Number: Project Number	
Revision Date:	Draw. No.:

Print Date: 9/15/2023 1:02:17 PM





MATTHEW
CHENG
ARCHITECT INC.

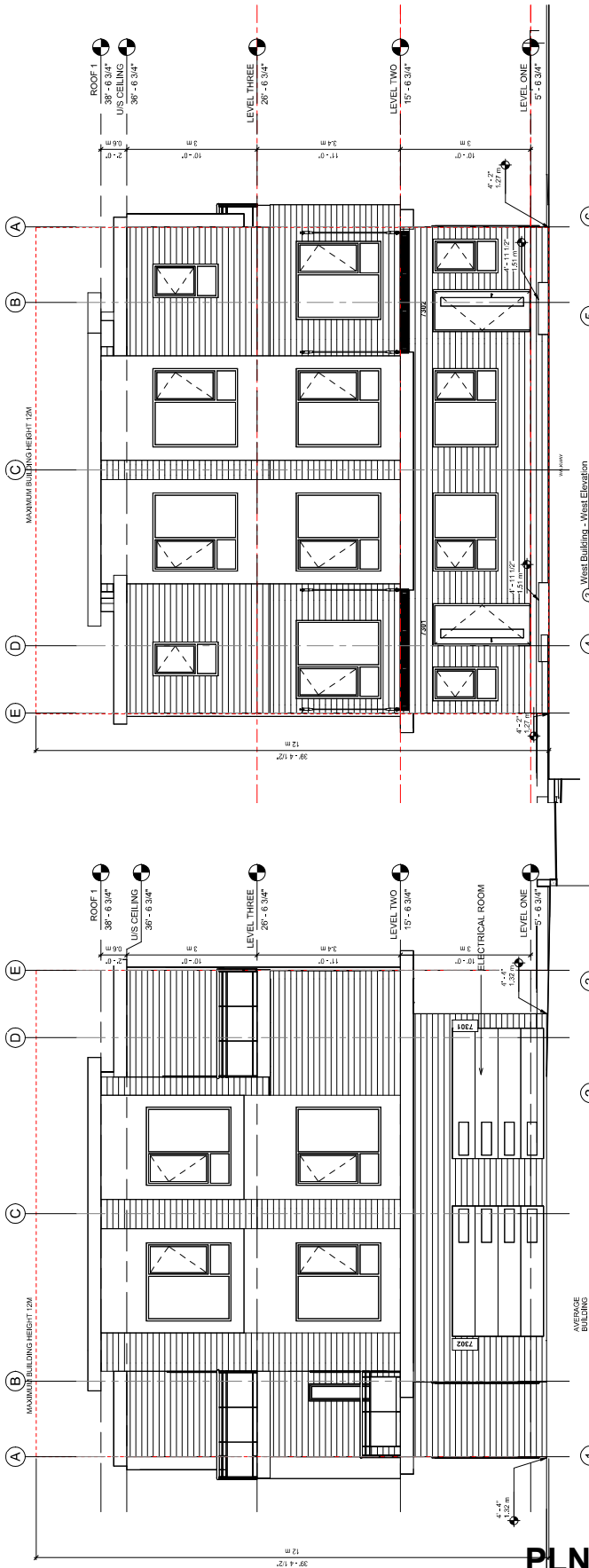
1155-202-730 ST. ALBANS AVENUE
VANCOUVER, BC V6A 3K9
Tel: (604) 731-3012 Fax: (604) 731-3908
Cell: (604) 694-9606 / Email:

THIS DRAWING MUST NOT BE SCALED. THE
GENERAL CONTRACTOR SHALL VERIFY ALL
DIMENSIONS AND CONDITIONS PRIOR TO
COMMENCEMENT OF WORK. ALL ERRORS AND
OMISSIONS SHALL BE REPORTED
IMMEDIATELY TO THE ARCHITECT.
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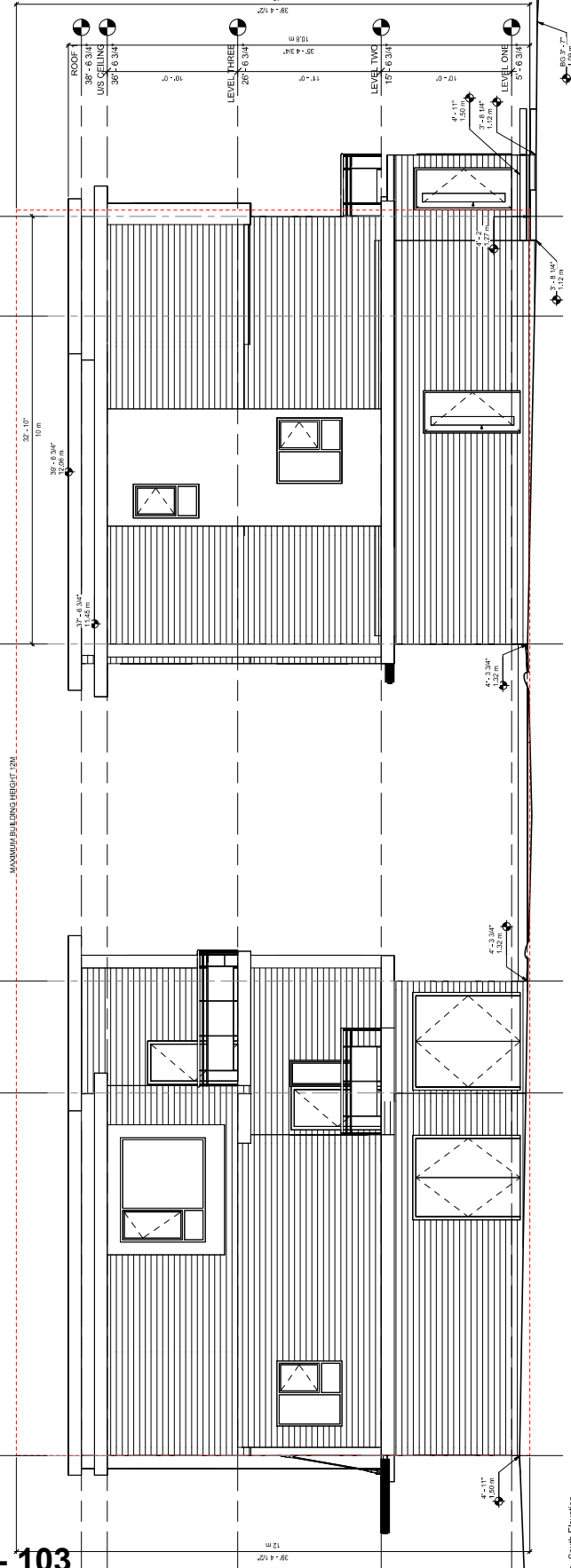
Revision:

RE	DATE	DESCRIPTION	BY	CHK
1	11-04-16	Issued for Construction	MC	MC

PLN - 103



Elevation



① South Elevation
1/4" = 1'-0"
THE PROJECT COMPLIES WITH FLOOD PLAIN DESIGNATION AND PROTECTION BYLAW.
NO AREA BELOW THE FCL WILL BE USED FOR THE INSTALLATION OF FURNACES OR OTHER FIXED EQUIPMENT SUSCEPTIBLE TO DAMAGE BY FLOOD WATER.

Project Title
**4 UNIT
TOWNHOUSE
DEVELOPMENT**

7300 ST. ALBANS ROAD
RICHMOND, BC

Client
**West Building
Elevations &
South Elevation**

Drawn By	BK
Checked By	MC
Scale	1/4" = 1'-0"
Project Number	
Revision Date	

Sheet No.
A302



PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPERMATOPHYTES
1	1	FRAXINUS PENICILLATA (WALTON) TREMPER	PALE WHITE OLEIFER	10-12 ft	BAR
1	1	ASPINIFOLIA JAPONICA (WALTON) TREMPER	FLAMINGO JAPANESE MAPLE	10-12 ft	MULTITRUNK
1	1	CORONILLA VARIEGATA (WALTON) TREMPER	FLORISHED CORONILLA	10-12 ft	BAR
1	1	PERSEA AMERICANA (WALTON) TREMPER	NORWAY SPRUCE	10-12 ft	BAR

1 GROUND COVER PLANTING

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING/COMMENTS
1	50	RAJACE SEMPERVERENS 'SUNFIRETIGER'	FLORING FOXWOOD	# 3 pot	
2	54	TAXUS x MEDIA 'HOLST'	HOLST YEW	12in	
3	40	AZALEA 'HINO-CRISP'	HINO-CRISP AZALEA	# 2 pot	
4	2	CHOISYA AZTEC 'PEARL'	MEXICAN ROCK ORANGE	# 3 pot	

GROUND COVER / PERENNIALS / FERNS / VINES / GRASSES

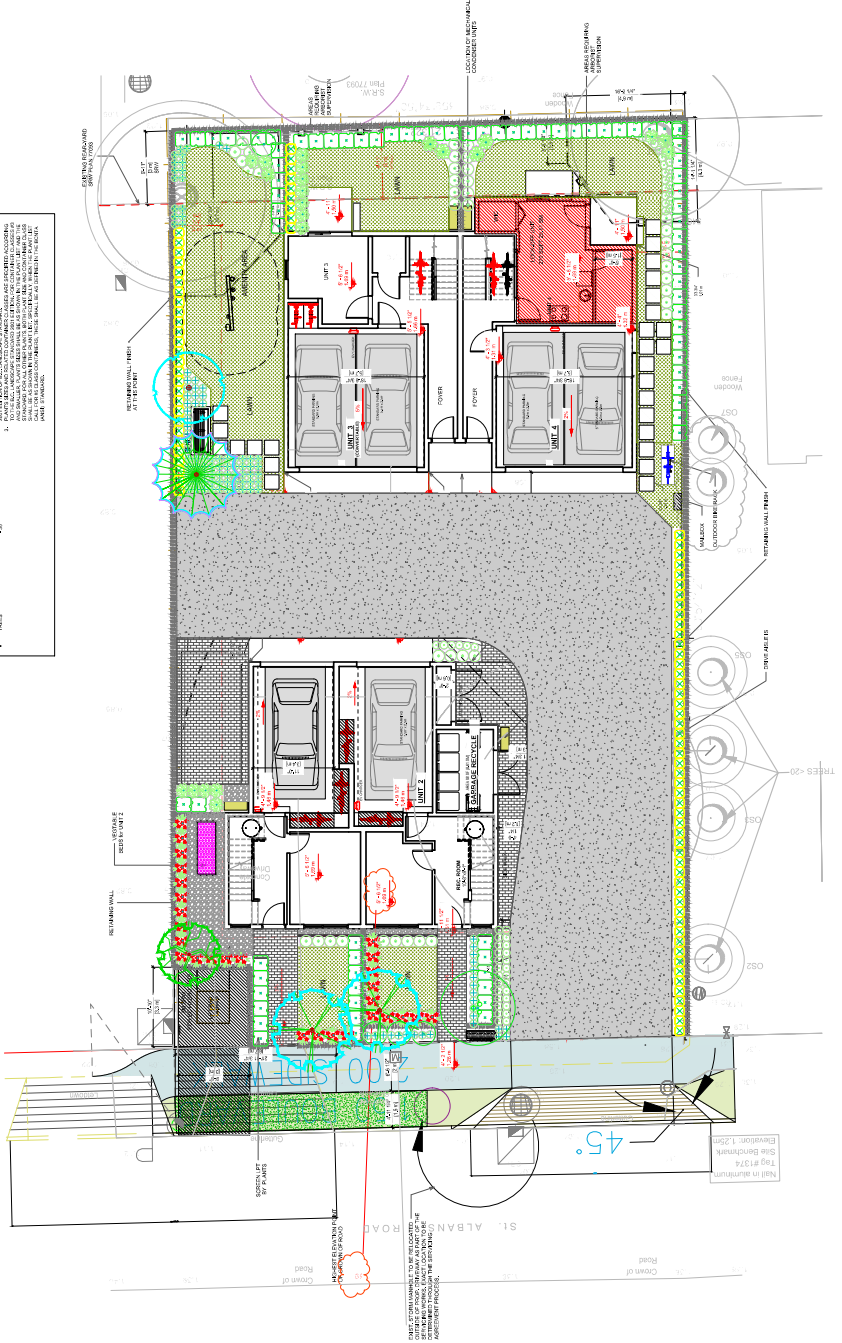
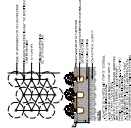
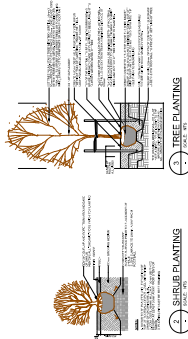
[illegible]

WRITING NOTES:

- [illegible]

PLANTING SOIL DEPTH IN INCHES:

- **LAWN AND GROUND COVERS GARDENS • 12"**



NO	DATE	REMARKS
1	SEP 15, 2022	RECEIVED FOR REVIEW
2	SEP 16, 2022	RECEIVED FOR REVIEW
3	SEP 20, 2022	RECEIVED FOR REVIEW
4	SEP 21, 2022	RECEIVED FOR REVIEW
5	SEP 22, 2022	RECEIVED FOR REVIEW
6	SEP 23, 2022	RECEIVED FOR REVIEW
7	SEP 24, 2022	RECEIVED FOR REVIEW
8	SEP 25, 2022	RECEIVED FOR REVIEW

PROJECT:
4 UNIT TOWNHOUSE DEVELOPMENT

REVISIONS

SCALE:	$\frac{1}{8}'' = 1'0''$
DRAWN:	EDS
REVIEWED:	PK
DRAWING:	
PLANTING PLAN	

DRAWING NUMBER: 120

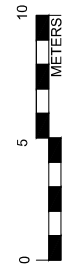




PLN - 106

St. ALBANS ROAD

Crown of Road



LEGEND

○ TREE TO BE RETAINED

○ TREE PROTECTION FENCING

○ MINIMUM NO DISTURBANCE ZONE

○ DBRPLINE (OR APPROXIMATE EXTENT OF CANOPY) SOME ENCROACHMENT MAY BE FEASIBLE.

NOTE: LIMIT EXCAVATION OFFSET TO 2' MAX. SURVEYORS TO FIELD STAKE BUILDING CORNER NEAR TREE AND EXCAVATION TO BE UNDER THE DIRECTION OF THE PROJECT ARBORIST. REASSESS WITH FINAL GRADES. ALL LANDSCAPE FEATURES SHOULD BE INSTALLED WITHIN THE TPZ WITHOUT ALTERING THE EXISTING GRADES.

NOTE: NO EXCAVATION OR GRADE CHANGES PERMITTED INSIDE TPZ OR TREE REMOVAL MAYBE WARRANTED.

NOTE: LIMIT EXCAVATION OFFSET TO 2' MAX. SURVEYORS TO FIELD STAKE BUILDING CORNER NEAR TREE AND EXCAVATION TO BE UNDER THE DIRECTION OF THE PROJECT ARBORIST. REASSESS FOR ROOT LOSS AT TIME OF EXCAVATION. REASSESS WITH FINAL GRADES.

GENERAL NOTES
• NO LIVE TREES HAVE BEEN REMOVED FROM THE PLANS.
• TREE PROTECTION FENCING TO BE MEASURED FROM THE OUTER EDGE OF TREE TRUNK AND SHALL BE CONSTRUCTED TO MUNICIPAL STANDARDS.
• REASSESS TREES WITH LOT GRADING PLANS.
• REASSESS FOR ROOT LOSS AT TIME OF EXCAVATION.
• REASSESS WITH FINAL GRADES.
• SPECIES AND LOCATIONS TO BE DETERMINED AT LANDSCAPE STAGE.

Tree #	Type	DBH (cm)	Canopy (m)
545	Honey locust (<i>Gleditsia triacanthos</i>)	35	6.0
546	Western Redcedar (<i>Thuja plicata</i>)	~30	NA
547	Western Redcedar (<i>Thuja plicata</i>)	51	3.5
548	Douglas-fir (<i>Pseudotsuga menziesii</i>)	52	3.5
OS1	Japanese Maple (<i>Acer palmatum</i>)	~30/3	~1.0
OS2	Rhododendron (<i>Rhododendron</i> sp.)	1/1/1	~1.0
OS3	Japanese Maple (<i>Acer palmatum</i>)	1/1/1	~1.0
OS4	Japanese Maple (<i>Acer palmatum</i>)	1/1/1	~1.0
OS5	Japanese Maple (<i>Acer palmatum</i>)	1/1/1	~1.0
OS6	Japanese Maple (<i>Acer palmatum</i>)	1/1/1	1.0
OS7	Japanese Maple (<i>Acer palmatum</i>)	1/1/1	1.0

NO. 1
DATE
AUG2022
BY
MK
REVISION
SITE PLAN
NO. 2
DATE
OCT2022
BY
MK
REVISION
SITE PLAN & REVISIONS
NO. 3
DATE
JAN2023
BY
MK
REVISIONS
NO. 4
DATE
MAY2023
BY
MK
REVISIONS
NO. 5
DATE
JUN2023
BY
MK
REVISIONS
SITE PLAN

PROJECT TITLE
7300 ST. ALBANS ROAD
RICHMOND, B.C.

SHEET TITLE
T2 - TREE PROTECTION PLAN
CLIENT
DATE
AUGUST 21, 2019

DRAWN
SCL
SCALE
AS SHOWN
DATE
AUGUST 21, 2019

T-2
SHEET 2 OF 2

MIKE FADUM AND ASSOCIATES LTD.
VEGETATION CONSULTANTS
#05-8277 129 St.
Surrey, British Columbia
V3W 0A6
PH: (778) 580-0800
FAX: (778) 580-0800
Email: mfadum@fadum.ca

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Address: 7300 St Albans Road

File No.: RZ 21-943417

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10494, the developer is required to complete the following:

1. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
2. 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 five (5) required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
5	8 cm		4 m

3. City acceptance of the developer's offer to voluntarily contribute \$2,250.00 to the City's Tree Compensation Fund for the planting of the remaining three (3) replacement trees within the City. The contribution may be subject to change if additional replacement planting is accommodated at Development Permit stage.
4. 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.
5. Submission of a Tree Survival Security to the City in the amount of \$20,000.00 for the two (2) trees (Tree #547 & 548) to be retained.
6. 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.
7. Registration of a flood indemnity covenant on title.
8. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until one secondary suite of a minimum one-bedroom and being of a minimum size of 25 m² (270 ft²) is constructed as part of the townhouse development, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
9. Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
10. Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
11. City acceptance of the developer's voluntary contribution in the amount of \$2,975.68 (i.e. \$0.34/ft² of buildable area, excluding affordable housing) to future City community planning studies, as set out in the City Centre Area Plan.
12. Contribution of \$2,066.00 per dwelling unit (e.g. \$8,264.00) in-lieu of on-site indoor amenity space.

13. City acceptance of the developer's offer to voluntarily contribute \$18.00 per buildable square foot (e.g. \$118,152.00) to the City's affordable housing fund.
14. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:
- a) Water Works
- (1) Using the OCP model, there is 197.0 L/s of water available at a 20 psi residual at the St Albans Road frontage. Based on the proposed development, the site requires a minimum fire flow of 220.0 L/s.
 - (2) At the Developer's cost, the Developer is required to:
 - (a) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - (b) Upgrade the existing 150mm water main to 200mm on St Albans Road. The exact length of the upgrade will be determined during the Servicing Agreement design process.
 - (c) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - (d) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides.
 - (e) Cut, cap and remove the existing water service connection fronting St Albans Rd.
 - (f) Install a new water connection complete with a water meter assembly to service the lot.
 - (3) At Developer's cost, the City will:
 - (a) Complete all tie-ins for the proposed works to existing City infrastructure.
- b) Storm Sewer Works
- (1) At Developer's cost, the Developer is required to:
 - (a) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - (b) Upgrade the existing storm sewer on the St Albans Rd frontage.
 - (c) Inspect the existing storm service connections at the common property lines. If they meet current City standards, are in good condition and have capacity, one of the service connections can be reused. Else, cut and cap both of the existing storm sewer service connections on the St Albans Rd frontage and install a new storm service connection complete with inspection chamber to service the lot. Retain the existing inspection chambers to service 7260 and 7320 St Albans Road.
 - (2) At Developer's cost, the City will:
 - (a) Complete all tie-ins for the proposed works to existing City infrastructure.
- c) Sanitary Sewer Works
- (1) At Developer's cost, the Developer is required to:
 - (a) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
 - (b) Inspect the existing sanitary service connection near the east property line of the site. If it meets current City standards, is in good condition and has capacity, the service connection can be reused. Else, replace the sanitary service connection via the Servicing Agreement.
 - (2) At Developer's cost, the City will:
 - (a) Complete all tie-ins for the proposed works to existing City infrastructure.
- d) Street Lighting
- (1) At the Developer's cost, the Developer is required to review street lighting levels along the St. Albans Road frontage, and upgrade as required.

e) Frontage Improvements

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

- (a) From west to east behind the existing curb and gutter, provide new landscaped/treed boulevard (minimum 1.5 m wide) and a concrete sidewalk (minimum 2 m wide).

f) General Items

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

(a) Coordinate with BC Hydro, Telus and other private communication service providers:

- (i) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
(ii) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
(iii) To underground overhead service lines.

(b) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:

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

(c) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.

(d) Enter into, if required, additional legal agreements, as determined through 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.

15. Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

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

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

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

2. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City's Official Community Plan and Building Regulation Bylaw No. 7230.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

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

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10494 (RZ 21-943417)
7300 St. Albans 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 **“HIGH DENSITY TOWNHOUSES (RTH1)”**.

P.I.D. 012-059-137

North Half North Half Lot 20 Block “C” Section 16 Block North Range 6 West New Westminster District Plan 1262

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10494”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED



MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee **Date:** September 7, 2023
From: Kim Somerville **File:** 08-4057-05/2023-Vol 01
Director, Community Social Development
Re: **Housing Agreement Bylaw No. 10484 to Permit the City of Richmond to Secure Affordable Units on City-owned land at 4831 Steveston Highway as part of the Rapid Housing Initiative partnership**

Staff Recommendation

That Housing Agreement (4831 Steveston Highway) Bylaw No. 10484 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the affordable housing units required by Rezoning Application RZ 23-018081, be introduced and given first, second, and third readings.

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

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10484 to secure the 25 housing units being proposed at 4831 Steveston Highway (Attachment 1) on City-owned land as affordable housing in perpetuity. The proposed 25 unit affordable housing development is the result of the Rapid Housing Initiative partnership between the City of Richmond, the Canada Mortgage and Housing Corporation (CMHC), BC Housing, and Turning Point Housing Society. As part of the partnership, the City of Richmond is providing City-owned land through a long-term ground lease, and CMHC and BC Housing are providing funding. The building will be operated by Turning Point Housing Society, an experienced non-profit organization with a long-standing connection to Richmond.

The applicant, Anthony Boni (Boni Maddison Architects) has applied to the City for a Rezoning Application (RZ 23-018081) to develop a three-storey affordable housing building with 25 units on City-owned land as part of the Rapid Housing Initiative partnership. The rezoning bylaw associated with the proposed development received third reading following the public hearing held on September 5, 2023. The adoption of Housing Agreement Bylaw No. 10484 is required in order to secure the units associated with the subject development as affordable housing units in perpetuity.

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

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

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

Strategic Direction #2: Maximize the use of City resources and financial tools

Analysis

The subject development proposes the construction of a 100% affordable rental housing building that consists of 25 units in a three-storey building on City-owned land, as part of the Rapid Housing Initiative partnership between the City, CMHC, BC Housing, and Turning Point Housing Society. The proposed rental dwelling units will provide a source of affordable housing to low-and-moderate income individuals and households who otherwise would be experiencing a high degree of housing need. The target tenant demographic for the development is women, and women with children. Turning Point Housing Society will be responsible for managing the tenant application process, and priority access will be provided to Richmond residents.

The maximum household income of tenants will be set according to BC Housing's Housing Income Limit Report. BC Housing's Housing Income Limit Report is an annual publication that includes

the household income for eligibility in many affordable housing programs. In accordance with the CMHC Rapid Housing Initiative Agreement, rental rates will be based on rent-geared-to-income affordability where tenants pay less than 30 per cent of their monthly household income toward rent. This is consistent with the City's Affordable Housing Strategy, which defines affordable housing as housing whereby tenants pay no more than 30 per cent of their gross income towards all housing costs. The affordable housing units are proposed to be delivered as shown in Table 1.

Table 1: Proposed Unit Details

Unit Type	Minimum Unit Area	Max. Monthly Unit Rent	Total Max. Household Income	# of Units	Basic Universal Housing Features
Studio	30.7 m ² (330.5 ft ²)	Rent-Geared-to-Income*	\$58,000**	15 (60%)	4
2-BR	76.6 m ² (824.5 ft ²)		\$72,000**	10 (40%)	10
TOTAL				25	14 (56%)

*Whereby tenants pay less than 30% of their gross monthly income toward rent.

**Based on BC Housing's Housing Income Limit Report, to be updated annually. Amounts shown based on 2023 Housing Income Limit Report.

The proposed unit mix includes 15 studio units and 10 two-bedroom units. Two of the two-bedroom units are proposed to be fully wheelchair accessible units.

The Housing Agreement restricts monthly rental rates based on tenant incomes, ensures tenants do not exceed maximum annual household income limits, and secures the units as affordable housing in perpetuity.

The Housing Agreement specifies that occupants of the affordable housing units shall have unlimited access to dedicated indoor and outdoor amenity space. Affordable housing tenants will not be charged any additional costs over and above their rent (i.e. move in/move out or parking fees). In order to ensure that the units are being managed according to the terms outlined in the Housing Agreement, the Housing Agreement permits the City to conduct a statutory declaration process no more than once a year. Through the statutory declaration process, City staff work with property managers to review current tenants' household incomes and other information.

BC Housing, as the future leaseholder of the land, and Turning Point Housing Society, as the future housing operator, have agreed to the terms and conditions of the Housing Agreement.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 10484 is required to permit the City to enter into a Housing Agreement. Together with a Housing Covenant,

September 7, 2023

- 4 -

the Housing Agreement will act to secure the proposed 25 affordable housing units in association with Rezoning Application RZ 23-018081 on title in perpetuity.

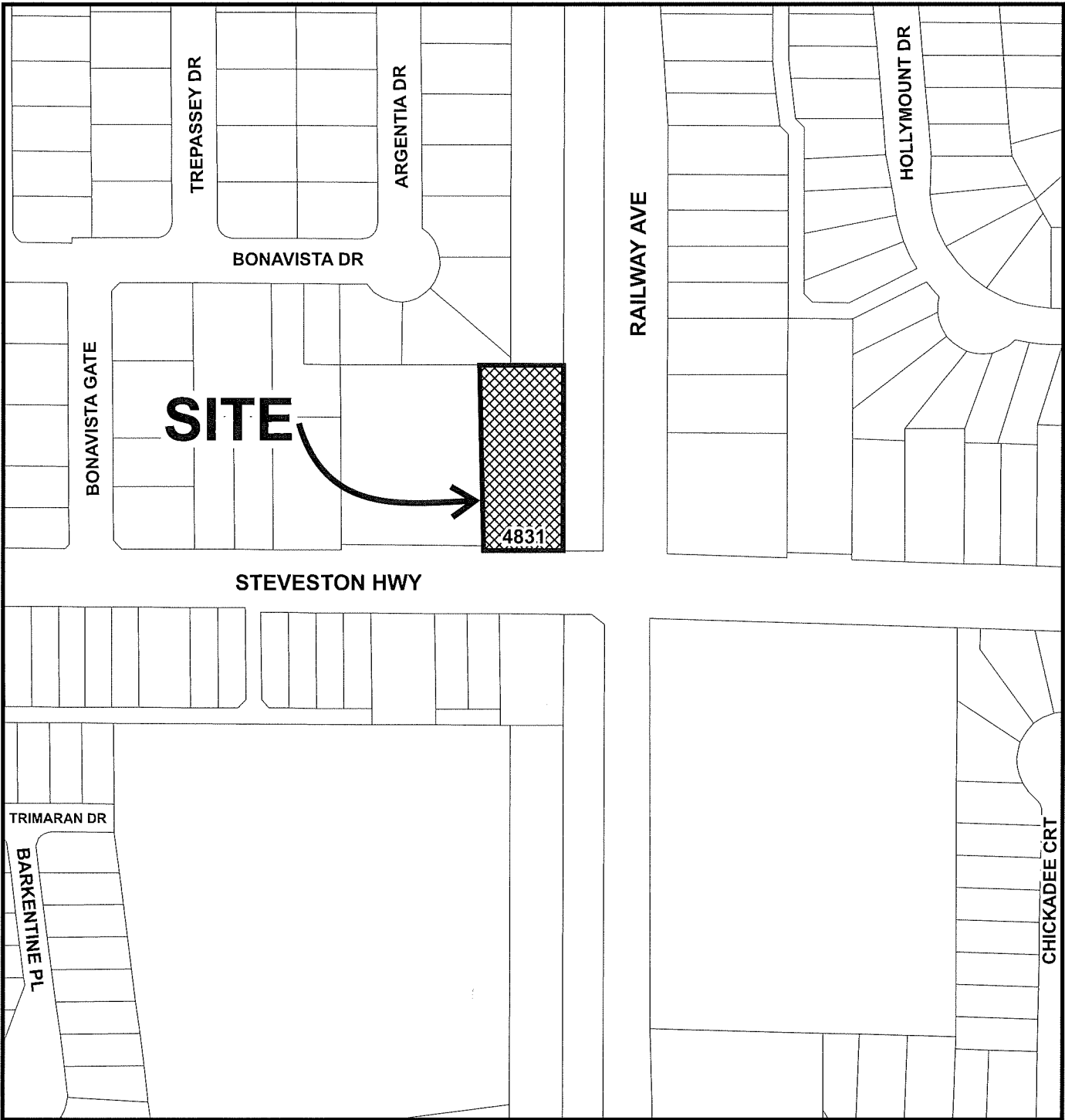
A handwritten signature in black ink, appearing to read 'Kim Somerville', with a long horizontal flourish extending to the right.

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

Att. 1: Map of 4831 Steveston Highway



City of Richmond



4831 Steveston Hwy

PLN - 116

Original Date: 07/31/23
Revision Date:
Note: Dimensions are in METRES



Housing Agreement (4831 Steveston Highway) Bylaw No. 10484

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: 003-639-771, LOT 65 EXCEPT: PART SUBDIVIDED BY PLAN 47349,
SECTIONS 35 AND 36 BLOCK 4 NORTH RANGE 7 WEST NWD PLAN
24405



2. This Bylaw is cited as **“Housing Agreement (4831 Steveston Highway) Bylaw No. 10484”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10484

Schedule A

To Housing Agreement (4831 Steveston Highway) Bylaw No. 10484

HOUSING AGREEMENT BETWEEN CITY OF RICHMOND AND BRITISH COLUMBIA
HOUSING MANAGEMENT COMMISSION AND PROVINCIAL RENTAL HOUSING
CORPORATION AND CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference ____ day of September, 2023.

BETWEEN:

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 “**Owner**”)

AND:

**BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION**, having its offices at 1701 - 455 Kingsway,
Burnaby, BC V5H 4V8

(the “**Commission**”)

AND:

PROVINCIAL RENTAL HOUSING CORPORATION, having
its offices at 1701 - 455 Kingsway, Burnaby, BC V5H 4V8

(“**PRHC**”)

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. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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 Agreement (Section 483 *Local Government Act*)
4831 Steveston Hwy
Application No. RZ 23-018081 Bylaw No. 10478
RZ Consideration #5,6,7

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

- C. The Owner is the owner of the Lands (as hereinafter defined);
- D. The parties intend that the Owner and PRHC will enter into a ground lease (the “**Lease**”) pursuant to which the Owner will lease the Lands to PRHC for the construction, maintenance, and operation of the Development. PHRC will in turn enter into an operating agreement for the Development with the Commission and a non-profit operator; and
- E. 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,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) “**Affordable Housing Unit**” means a Dwelling Unit or Dwelling Units 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**” means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) “**Building Permit**” means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) “**City**” means the City of Richmond;

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- (g) **“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;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Development, or all Tenants of Affordable Housing Units in the Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, fitness facilities, outdoor recreation facilities, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“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;
- (k) **“Development”** means the affordable residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income at or below the rates for studio and 2-bedroom units, as applicable, established by the Commission for the Housing Income Limits (**“HILs”**), which for the year 2023 are as follows:

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- (i) in respect to a studio unit, \$58,000.00 or less; and
- (ii) in respect to a two-bedroom unit, \$72,000.00 or less;

provided that, commencing February 1, 2024 the annual incomes rates shall be adjusted annually on February 1st of each year this Agreement is in force and effect:

- (iii) in a year for which the Commission has issued updated HILS (*for example the 2023 Report was issued in December 2022*), by increasing the annual incomes to be equal to those set out in the applicable HILS for Richmond, and if Richmond is not listed, for Vancouver; or
- (iv) if the HILS for the year have not been released, by applying a percentage increase equal to the CPI for the period January 1 to December 31 of the immediately preceding calendar year (*for example CPI for January 1 thru December 31, 2023 will apply to 2024*).

If there is a decrease in the incomes set out in the HILS, or the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable pursuant to the above, 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;

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 4 persons who are not related by blood, marriage or adoption.
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (v) **“Lands”** means certain lands and premises legally described as PID: 003-639-771, LOT 65 EXCEPT: PART SUBDIVIDED BY PLAN 47349, SECTIONS 35 AND 36 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 24405, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (x) **“LTO”** means the New Westminster Land Title Office or its successor;
- (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 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 an amount equal to (i) less than thirty (30%) percent of the Eligible Tenant’s cumulative annual income, divided by 12 to calculate the monthly rent, or (ii) if the Tenant receives a shelter allowance as a portion of their provincial income assistance, the amount of the shelter allowance. This rent may be adjusted annually in relation to the Tenant’s then current cumulative annual income or any updated value of the received shelter allowance, as applicable. 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) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) **“Residential Tenancy Regulation”** means the Residential Tenancy Regulation, B.C. Reg. 477/2003, 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*;

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

1.2 In this Agreement:

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

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

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

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; 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 Affordable Housing Units, any facilities for the use of the Affordable Housing units, including parking, and any shared indoor or outdoor amenities.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 *Sale and Subdivision.* If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one building;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.3; and
 - (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own strata lot or air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

- 3.4 *Notice of Sale or Transfer.* If the Owner sells or transfers the Lands or any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.5 *Tenant Acknowledgement of Information Collection.* Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

 - (i) a statement of the Tenant’s annual income once per calendar year;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit under 18 years of age;
 - (iv) the number of occupants of the Affordable Housing Unit who are “seniors” as that term is currently defined by the City;
 - (v) a statement of before tax employment income for all occupants over 18 years of age; and
 - (vi) the total income for all occupants of the Affordable Housing Unit;”
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.6 *Non-Profit Management.* At all times that this Agreement encumbers the Lands, (a) the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant or (b) during the term of the Lease, the Affordable Housing Units may be operated and managed directly by the Commission. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization, unless directly managed by the Commission.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.6 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.6.

The parties acknowledge that as of the date of this Agreement it is their intention that PRHC and the Commission will retain Turning Point Recovery Society as the operator following the execution of the Lease by which the Owner will lease the Lands to the Commission for the construction, maintenance, and operation of the Development.

3.7 *Lease Requirements.* 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 Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or 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, an Owner may charge the Tenant the Owner's cost, if any, of:

- (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 Development), by or on behalf of the Tenant;
- (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(p) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three (3) 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 section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(p) 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 3.7(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.
- 3.8 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.
- 3.9 *Age Restrictions.* The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 *Discrimination.* The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units. The parties acknowledge that the Affordable Housing Units are intended to serve as designated accommodation for women and children and thus the forgoing obligation does not apply with respect to sex or gender identity.
- 3.11 *Ground Lease.* Notwithstanding anything to the contrary herein, the City consents to the Lease pursuant to which the Owner will lease the Lands, including all Affordable Housing Units there on, to PRHC. PRHC and the Commission agree that, pursuant to the terms of the Lease, they will agree to be bound to all the terms and conditions of this Agreement as if they were the Owner, and to cause any operator of the Development to comply with the terms and conditions of this Agreement.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit other than in accordance with the provisions of the Lease. Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.

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- 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 Amenities, 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 contrary to section 3.7(d). Notwithstanding the foregoing, 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 Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation 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 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:
 - (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.6); or
 - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

and if the Owner fails to rectify such breach within forty-five (45) days of notice by the City, or if any such breach because of its nature would reasonably require more than forty-five (45) days to rectify, and the Owner fails to commence rectification within the forty-

five (45) day notice period and thereafter to promptly, effectively, and continuously proceed with the rectification of the breach to completion, then such breach will constitute a default under the Lease and the City will be entitled to exercise all of its rights and remedies in respect of default under the Lease.

- 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, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Affordable Housing Units.

The City will partially discharge this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

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The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

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. This Agreement will not be materially modified or amended so as to conflict with any Operating Agreement, without the consent of the Commission, such consent not to be unreasonably withheld.

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,

arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;

- (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 arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; 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, including but not limited to Sections 7.5 and 7.6 above, will survive termination or discharge of this Agreement.

7.8 Priority

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

7.9 City’s Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor, and the Director, Community Social Development

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.

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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

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.

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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.

[The Remainder of This Page is Intentionally Blank]

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

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

by its authorized signatory(ies):

Per: [Signature] **John McEown**
Name: Associate Vice President, Development Strategies

Per: [Signature] **Michael Pistrin**
Name: Vice President Development & Asset Strategies

PROVINCIAL RENTAL HOUSING CORPORATION

by its authorized signatory(ies):

Per: [Signature] **John McEown, Director**
Name: Provincial Rental Housing Corporation

Per: [Signature] **Michael Pistrin**
Name: Director Provincial Rental Housing Corporation

CITY OF RICHMOND

by its authorized signatory(ies):

Per: Malcolm D. Brodie, Mayor

Per: Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

Appendix A to Housing Agreement

STATUTORY DECLARATION (Affordable Housing Units)

CANADA)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the “ Affordable Housing Units ”) located
)	at
PROVINC)	_____
E OF)	_, (street address), British Columbia, and Housing
BRITISH)	Agreement dated _____, 20____
COLUMBI)	(the “ Housing Agreement ”) between
A)	_____
TO WIT:)	and the City of Richmond (the “ City ”)

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

- ☐ I am the registered owner (the “**Owner**”) of the Affordable Housing Units;
or,
- ☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;

This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the “**Period**”);

Continuously throughout the Period:

- a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
- b) the Owner of the Affordable Housing Units complied with the Owner’s obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

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I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

DECLARED BEFORE ME at

Canada, this _____ day of

_____, 20____

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

(Signature of Declarant)

Name:

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

Building Name:	Building Address:	Property Manager Name:
Property Management Company:	Property Manager Email:	Property Manager Phone Number:

Note: All capitalized terms in the column headers of the table below have definitions as set out in the Glossary.

Row Number	Unit and Household Information						Income and Rent					Fees Collected				
	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No)	Number of Occupants 18 Years and Under (#)	Number of Occupants 55 Years and Over (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18+ Years)	Income Verification Received (Yes/No)	Before-tax Total Income of All Occupants 18+	Rent (\$/Month)	Parking fees	Move-in/Move-out fees	Storage fees	Amenity Usage Fees	Other Tenant Fees
1																
2																
3																
4																
5																
6																