



Planning Committee

Anderson Room, City Hall
6911 No. 3 Road

Tuesday, November 8, 2011
4:00 p.m.

Pg. # ITEM

MINUTES

PLN-5 *Motion to adopt the minutes of the meeting of the Planning Committee held on Tuesday, October 4, 2011.*



NEXT COMMITTEE MEETING DATE

Tuesday, November 22, 2011, (tentative date) at 4:00 p.m. in the Anderson Room

PLANNING & DEVELOPMENT DEPARTMENT

PLN-9 1. **APPLICATION BY AMPAR VENTURES LTD. FOR REZONING AT 9451/9491/9511/9531/9551 BRIDGEPORT ROAD AND 9440/9460/9480 BECKWITH ROAD FROM SINGLE-FAMILY HOUSING DISTRICT, SUBDIVISION AREA F (RS1/F) AND SCHOOL AND INSTITUTIONAL USE (SI) TO LIGHT-INDUSTRIAL, OFFICE AND HOTEL (ZI10) – BRIDGEPORT VILLAGE (CITY CENTRE)**
(File Ref. No. 12-8060-20-8767/8764, **RZ 10-539048**) (REDMS No. 3205526)

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See Page **PLN-9** of the Planning agenda for full hardcopy report

Designated Speaker: Brian J. Jackson

STAFF RECOMMENDATION

- (1) *That Official Community Plan, Amendment Bylaw No. 8767, to amend Schedule 2.10 of Official Community Bylaw 7100 (City Centre Area Plan – Bridgeport Village) “Urban Centre T4 (25m)” specifically for 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road, to permit 60% non-industrial uses and 40% industrial/office uses of the net floor area and to permit non-industrial uses to extend from 50m to 65m north of Bridgeport Road, be introduced and given first reading;*
- (2) *That Bylaw No. 8767, having been considered in conjunction with:*
 - (a) *the City’s Financial Plan and Capital Program;*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby deemed to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act;*
- (3) *That Bylaw No. 8767, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require further consultation; and*
- (4) *That Bylaw No. 8764, to create “Light-Industrial, Office and Hotel (ZI10)” – Bridgeport Village (City Centre)” and rezone 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road from “Single Detached (RS1/F)” and “School and Institutional Use (SI)” to “Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)”, be introduced and given first reading.*



PLN-51 2. 0901551 BC LTD. HAS APPLIED TO THE CITY OF RICHMOND FOR PERMISSION TO REZONE 7331 BRIDGE STREET AND 9571 GENERAL CURRIE ROAD FROM SINGLE DETACHED (RS1/F) TO SINGLE DETACHED (ZS14) IN ORDER TO CREATE 9 SINGLE FAMILY LOTS.

(File Ref. No. 12-8060-20-8805/8816, **RZ 11-562929**) (REDMS No. 3248590)

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See Page **PLN-51** of the Planning agenda for full hardcopy report

Designated Speaker: Brian J. Jackson

STAFF RECOMMENDATION

- (1) *That Bylaw 8816 for the text amendment of Permitted Density section of the “Single Detached (ZS14) – South McLennan (City Centre)” zone, be introduced and given first reading.*

- (2) *That Bylaw No. 8805, for the rezoning of 7331 Bridge Street and 9571 General Currie Road "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)", be introduced and given first reading.*



- PLN-69** 3. **APPLICATION BY AJIT THALIWAL FOR REZONING AT 10391 FINLAYSON DRIVE FROM SINGLE DETACHED (RS1/D) TO SINGLE DETACHED (RS1/B)**

(File Ref. No. 12-8060-20-8822, **RZ 11-588990**) (REDMS No. 3367097)

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See Page **PLN-69** of the Planning agenda for full hardcopy report

Designated Speaker: Brian J. Jackson

STAFF RECOMMENDATION

That Bylaw No. 8822, for the rezoning of 10391 Finlayson Drive from "Single Detached (RS1/D)" to "Single Detached (RS1/B)", be introduced and given first reading.



- PLN-83** 4. **APPLICATION BY RAJ DHALIWAL FOR REZONING AT 10020 AQUILA ROAD FROM SINGLE DETACHED (RS1/E) TO COACH HOUSES (RCH)**

(File Ref. No. 12-8060-20-8824, **RZ 11-585027**) (REDMS No. 3373251)

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See Page **PLN-83** of the Planning agenda for full hardcopy report

Designated Speaker: Brian J. Jackson

STAFF RECOMMENDATION

That Bylaw No.8824, for the rezoning of 10020 Aquila Road from "Single Detached (RS1/E)" to "Coach Houses (RCH)", be introduced and given first reading.



Pg. # ITEM

- PLN-101** 5. **HOUSING AGREEMENT (CONCORD MONET PROJECT GP LTD.)
BYLAW NO. 8828 - TO SECURE AFFORDABLE HOUSING UNITS
LOCATED IN 9099 COOK ROAD**
(File Ref. No. 08-057-05) (REDMS No. 3390859)

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See Page **PLN-101** of the Planning agenda for full hardcopy report

Designated Speaker: Dena Kae Beno

STAFF RECOMMENDATION

That Bylaw No. 8828 be introduced and given first, second, and third readings to permit the City, once Bylaw No. 8828 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application No. 10-557918.

6. **MANAGER'S REPORT**

ADJOURNMENT



Planning Committee

Date: Tuesday, October 4, 2011
Place: Anderson Room
Richmond City Hall
Present: Councillor Bill McNulty, Chair
Councillor Greg Halsey-Brandt, Vice-Chair
Councillor Linda Barnes
Councillor Sue Halsey-Brandt
Councillor Harold Steves
Mayor Malcolm Brodie
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 Tuesday, September 20, 2011, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Tuesday, October 18, 2011, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING & DEVELOPMENT DEPARTMENT

1. **APPLICATION BY CHING-HO CHEN FOR REZONING AT 9500 ALBERTA ROAD FROM SINGLE DETACHED (RS1/F) TO RESIDENTIAL CHILD CARE (RCC)**
(File Ref. No. 12-8060-20-8810, RZ 09-467609) (REDMS No. 3212775)

In response to Committee queries, staff provided information regarding: (i) parking stalls for staff members and parking stalls for parents/guardians; (ii) the allocation of childcare spaces for various age groups; (iii) the recent addition to the Anderson Elementary School indicating the school will be part of the neighbourhood for the foreseeable future; and (iv) two conversations City staff had with Richmond School Board staff during which the school district expressed no concerns with the rezoning application.

Planning Committee

Tuesday, October 4, 2011

It was moved and seconded

That Bylaw No. 8810, for the rezoning of 9500 Alberta Road from "Single Detached (RS1/F)" to "Residential Child Care (RCC)", be introduced and given first reading.

CARRIED

2. **APPLICATION BY STUDIO ELEMENTAL DESIGN FOR REZONING AT 9220 NO. 3 ROAD FROM LAND USE CONTRACT 078 AND SINGLE DETACHED (RS1/E) TO LOCAL COMMERCIAL (CL)**

(File Ref. No. 12-8060-20-8820/8821, RZ 10-531707) (REDMS No. 3351982)

In response to a query staff advised that animals receiving medical treatment could be boarded at the Richmond Animal Hospital building, but any animals not receiving medical treatment cannot be boarded.

It was moved and seconded

(1) *That Official Community Plan Amendment Bylaw No. 8820, to redesignate 9220 No. 3 Road from "Low-Density Residential" to "Commercial" in the Official Community Plan Specific Land Use Map (Attachment 2 to Schedule 1 of Bylaw No. 7100), be introduced and given first reading.*

(2) *That Bylaw No. 8820, having been considered in conjunction with:*

(i) the City's Financial Plan and Capital Program;

(ii) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;

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

(3) *That Bylaw No. 8820, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require any further consultation.*

(4) *That the provisions of "Land Use Contract 078" be discharged from the southern portion of 9220 No. 3 Road and that Bylaw No. 8821, to amend the "Local Commercial (CL)" zoning district and rezone 9220 No. 3 Road from "Land Use Contract 078" and "Single Detached (RS1/E)" to "Local Commercial (CL)", be introduced and given first reading.*

CARRIED

3. **MANAGER'S REPORT**

None.

Planning Committee
Tuesday, October 4, 2011

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:07 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, October 4, 2011.

Councillor Bill McNulty
Chair

Sheila Johnston
Committee Clerk



To: Planning Committee **Date:** October 18, 2011
From: Brian J. Jackson, MCIP **File:** RZ 10-539048
 Director of Development
Re: **Application by Ampar Ventures Ltd. for Rezoning at 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road from Single-Family Housing District, Subdivision Area F (RS1/F) and School and Institutional Use (SI) to Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)**

Staff Recommendation

1. That Official Community Plan, Amendment Bylaw No. 8767, to amend Schedule 2.10 of Official Community Bylaw 7100 (City Centre Area Plan – Bridgeport Village) “Urban Centre T4 (25m)” specifically for 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road, to permit 60% non-industrial uses and 40% industrial/office uses of the net floor area and to permit non-industrial uses to extend from 50m to 65m north of Bridgeport Road, be introduced and given first reading.
2. That Bylaw No. 8767, having been considered in conjunction with:
 - the City’s Financial Plan and Capital Program;
 - the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;
 is hereby deemed to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act.
3. That Bylaw No. 8767, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby deemed not to require further consultation.
4. That Bylaw No. 8764, to create “Light-Industrial, Office and Hotel (ZI10)” – Bridgeport Village (City Centre)” and rezone 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road from “Single Detached (RS1/F)” and “School and Institutional Use (SI)” to “Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)”, be introduced and given first reading.

Brian Jackson
 Brian J. Jackson, MCIP
 Director of Development

BJ:bg
 Att. 8

FOR ORIGINATING DEPARTMENT USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Policy Planning	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Staff Report

Origin

Ampar Ventures Ltd., has applied to the City of Richmond for permission to rezone 9451/ 9491/ 9511/ 9531/ 9551 Bridgeport Road and 9440/ 9460/ 9480 Beckwith Road from “Single Detached (RS1/F)” and “School and Institutional Use (SI)” to “Light-Industrial, Office and Hotel (Z110) – Bridgeport Village (City Centre)” in order to develop a phased, mixed-use development consisting of 2 hotels (9-storeys and 11-storeys) plus a Business Centre (12-storeys) with a gross floor area of 39,668.9 m² and a net floor area of 29,210.8 m² excluding enclosed vehicle parking.

A separate Servicing Agreement is required for frontage improvements along Bridgeport Road, Beckwith Road and the new north-south lane connecting Bridgeport Road and Beckwith Road, together with the required infrastructure (sanitary, water and stormwater) upgrades and site service connections to the property lines. The applicant has agreed to the requirements of the Servicing Agreement.

Project Description

The site is located between Bridgeport Road and Beckwith Road, immediately east of the Highway 99 viaduct/Oak Street Bridge. The existing 8 lots will be consolidated to create three separate development parcels situated along a new north-south lane connecting Bridgeport Road and Beckwith Road. The 3 phases will consist of the following:

Phase	Type of Land Use	No. of Storeys	Gross Floor Area (m ²)	Net Floor Area (m ²)	No. of Rooms	Parking Required	Parking Provided
1	Hotel 1 (rooms, restaurant, lounge & amenities)	9	7,793.9 m ²	7,374.4 m ²	122	75	75
2	Business Centre (light-industrial & office space)	12	21,486.5 m ²	11,950.2 m ²	-	242	260
3	Hotel 2 (rooms, restaurant, lounge & amenities)	11	10,388.5 m ²	9,886.2 m ²	167	99	99
Totals	-	-	39,668.9 m ²	29,210.8 m ²	289	416	434

The two hotels will have frontage on Bridgeport Road while the business centre/office building will have frontage on Beckwith Road. A parkade structure will be constructed in conjunction with the second phase of development (the business centre/office building) and contains 4 levels of parking located in a podium structure under the office building that extends to the west property line.

The proposed hotels contain a total of 289 rooms with a net floor area of 17,260.6 m² including space for restaurants, lounges, kitchen uses, conference and meeting spaces, lobbies, amenity and administrative spaces. The proposed 12-storey Business Centre (i.e., to be built before Hotel 2) contains a net floor area of 11,950.2 m² for office and light industrial spaces plus meeting and restaurant uses excluding the parkade. The ground floor of the business centre/office building has a floor to ceiling height of 4.0m in order to accommodate light industrial uses while the upper 10-storeys are proposed as office space.

Findings of Fact

See **Attachment 1** for a site location plan and aerial photo. Development Application Data Sheet in **Attachment 2** provides a general summary of the development proposal. See **Attachment 3** for a more detailed statistical summary of the proposed development.

Surrounding Development

To the North: in the City Centre Area Plan (CCAP) – Bridgeport Village is an area of typically older, large single family residential lots with some vacant land that are zoned “Single Detached (RS1/F)” plus 1 lot currently zoned “Auto-Oriented Commercial (CA)”. This area is designated “Business and Industry” in the OCP and “General Urban – T4 (25m) Area B in the CCAP and is located in the Industrial Reserve – Limited Commercial” overlay area (CCAP section 3.2.2 Sub-Area A.2).

To the East: along the north half of the east property line is a house and workshop (9520 Beckwith Road) on a lot zoned “Single Detached (RS1/F)” and along the south half of the east property line is a large retail/commercial development (Airport Gateway Plaza – 9711 Bridgeport Road) with 4 separate buildings with a total floor area of approximately 6,900 m² that have Auto-Oriented Commercial (CA) zoning. This area is designated “Business and Industry” in the OCP and “General Urban – T4 (25m) Area B – Industrial Reserve: Limited Commercial” in the CCAP.

To the South: across Bridgeport Road is vacant land and the ramp access to and from Highway 99 zoned “School and Institutional Use (SI)”, a 5-storey hotel (Sandman Inn – 3233 St. Edwards Drive) zoned Auto-Oriented Commercial (CA) and further beyond Highway 99 are single family homes within the West Cambie Plan Area with “Single Detached (RS1/B and RS1/E)” plus 1 lot with Two Unit Dwellings (RD1) zoning. The hotel property is designated “Commercial” in both the OCP and the West Cambie Area Plan (WCAP) while the residential lots are designated “Neighbourhood Residential” in the OCP and “Residential (Single Family Only)” in the WCAP; and

To the West: are older, single family residential lots, with some vacant land zoned Single Detached (RS1/F). Beyond the Oak Street Bridge is a 7-storey hotel (Holiday Inn Express – 9351 Bridgeport Road) currently zoned Hotel Commercial (ZC1). This area is designated “Business and Industry” in the OCP and “General Urban – T4 (25m and 35m) Area B in the CCAP – Bridgeport Village and in the “Industrial Reserve – Limited Commercial” overlay area.

Related Policies & Studies

There are 4 matters to be addressed regarding CCAP – Bridgeport Village policies:

- the proposed 47.0m building height exceeds the allowable height;
- the proposed 1.81 FAR density exceeds the allowable density;
- the proposed non-industrial (hotel) uses extend beyond 50m from Bridgeport Road; and
- the proposed proportion of non-industrial uses exceeds industrial uses.

1. **Building Height:** The proposed 47.0m building height exceeds the allowable 35m height within 50m of Bridgeport Road and 25m elsewhere on-site. However, the CCAP includes flexibility regarding building height as indicated in the sub-section “2.10.1(e) Encourage Human-Scaled Development”, which states “Increased height may be permitted where it enhances public views to a designated ‘gateway’ or provides some other public benefit, but does not compromise other CCAP objectives (e.g. housing mix, sun to public open spaces)”.

The proposed maximum height is 47m geodetic and the building heights are different to create a varied skyline. This is acceptable because the proposed development creates a ‘gateway’ experience by incorporating public art into the design of the proposed towers, with a distinctive roof element for each tower and well articulated façade treatments including special effect night lighting. Therefore, staff support the increase in the maximum building height in the new zoning district for this site. No OCP amendment is required.

2. Floor Area Ratio (FAR): The proposed overall 1.81 FAR exceeds the allowable 1.2 FAR. However, the CCAP permits discretion related to increased density as indicated in 2 locations:

- CCAP – Bridgeport Village detailed transect description for “General Urban T4 (25m) – Area B” states “Additional density where applicable: Industrial Reserve – Limited Commercial: To be determined on a site specific basis via City development application processes.”
- CCAP Section 3.2.2 Sub-Area A.2 Industrial Reserve – “Limited Commercial”, which states “Maximum Net Density: 1.2 FAR (additional density permitted where this benefits industry)”

The proposed overall 1.81 FAR is acceptable because the proposed hotels will support nearby industrial uses within the Bridgeport Village as well as the concentration of other industrial lands associated with the Vancouver International Airport (YVR). Further the applicant is proposing an amount of employment generating office uses higher than originally envisaged in the CCAP. Therefore, staff support the increase in the maximum allowable density in the new zoning district for this site. No CCAP amendment is required.

3. Non-Industrial Uses Extending Beyond 50m from Bridgeport Road: As part of the proposed development, Hotel 1 extends 60m from Bridgeport Road while Hotel 2 extends 62m from Bridgeport Road. The CCAP indicates that non-industrial uses such as hotels, are not to extend more than 50m from the Bridgeport Road.

However, the proposed development includes a new north-south lane connecting Bridgeport Road with Beckwith Road and this will provide an interim improvement in the surrounding road network until such time as the ultimate road network is completed. The future road improvements in the surrounding area will ultimately include:

- the northward extension of a new road from the signalized intersection on Bridgeport Road servicing the Airport Gateway Plaza at 9711 Bridgeport Road and intersecting with Beckwith Road; and
- the extension of Beckwith Road to the east in order to connect with No. 4 Road.

If the subject development proposal did not include the north-south lane, then the 2 hotels could be located to fit within 50m of Bridgeport Road. However, as the maximum requirement in the CCAP was established in the absence of a specific development proposal for this site staff recommend flexibility for this actual proposal by allowing non-industrial uses to extend 65m from Bridgeport Road. This proposal is acceptable as the proposed north-south lane provides improved site access. This issue can be acceptably resolved by a CCAP text amendment to increase the maximum extent of non-industrial uses north of Bridgeport Road from 50m to 65m and by increasing the maximum extent of non-industrial uses north of Bridgeport Road from 50m to 65m in the new zoning district.

4. Proportion of Non-Industrial Uses Exceed Industrial Uses: The proposed net floor area of non-industrial space (Hotel 1 and Hotel 2) is 17,260.6 m² or 59% of the proposed total net floor area. The proposed net floor area of industrial/office space is 11,950.2 m² or 41% of the proposed total net floor area. The CCAP – Bridgeport Village detailed transect description for Area B states, “the total floor area of non-industrial uses (*e.g., hotel and office uses*) may not exceed that of industrial uses (excluding parking)”.

Since proposed non-industrial uses exceed industrial uses an CCAP amendment is required. In this regard, the following points are noted:

- The CCAP maximum 50/50 split between non-industrial and industrial uses will be met with the first 2 development phases (i.e. Hotel 1 in phase 1 and the Business Centre in phase 2). The applicant will be required to construct the Business Centre prior to Hotel 2. It is only with Hotel 2, in phase 3 that a 59/41 split (non-industrial/industrial) occurs.
- The CCAP envisions this area as Industrial Business Park (IB), which clearly allows offices (not just industrial) as per CCAP Sub-Section 2.2.1 - Industry.
- The CCAP policies never anticipated that this area of Bridgeport Village would ultimately yield the significant amount of combined office and light-industrial space currently proposed on this site.
- The City's 2041 Employment Land Strategy supports the location of hotels around the periphery of industrial areas to encourage industrial uses and both uses are supported.
- With the difficulty in attracting office uses to Richmond, the CCAP never intended to support industrial uses to the exclusion of office uses.
- Office uses are permitted within the Bridgeport Village - Area B, provided that the ground floor uses are light-industrial as proposed. The ground floor of the Business Centre is designed to accommodate light-industrial uses with a floor to ceiling height of 4.0m;
- The inclusion of office uses in Area B creates an appropriate transition to Area A, located to the north of the subject site, which is an exclusive zone for light-industry; and
- The applicant has already agreed to eliminate 1 floor of Hotel 1 in phase 1, thereby reducing the amount of non-industrial use on the site.

In summary, a CCAP amendment can be supported to permit the non-industrial uses to be 60% of the proposed total net floor area (excluding parking) on this site, given the significant amount of office space to be provided in the City Centre by this development, the benefits to nearby industrial areas provided by the 2 hotels, the phasing of development (i.e., the Business Centre must be constructed before the second hotel) and the interim improvements in the local road network.

Dedications and Public Rights of Passage – Statutory Rights of Way (PROP-SRW's): Prior to final adoption of OCP Amendment Bylaw 8767 and Bylaw No. 8764, to create a new zoning district "Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)", the applicant has agreed to provide the required road dedications and PROP-SRW's, as identified below:

1. Provision of an approximate 2.0 m wide road dedication, along the entire Beckwith Road frontage for road/boulevard improvements (1.8m wide bike lane, 1.5m wide landscape planting strip and a 2.0 m wide sidewalk).
2. Provision of an approximate 0.65 m wide road dedication, along the entire Bridgeport Road frontage for road/boulevard improvements (raised centre median, 1.5m wide landscape planting strip and a 2.0 m wide sidewalk).
3. Provision of a 9.0 m wide Public Rights of Passage - Statutory Right of Way (PROP-SRW) generally in a north-south alignment connecting Bridgeport Road and Beckwith Road for a new lane.

The Rezoning Considerations (**Attachment 4**) contain a complete list of the requirements, which must be completed prior to final adoption of OCP Amendment Bylaw 8767 and Bylaw No. 8764, to create a new zoning district "Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)".

Consultation

School District

According to OCP Bylaw Preparation Consultation Policy 5043, which was adopted by Council and agreed to by the School District, residential developments which generate less than 50 school aged children do not need to be referred to the School District (e.g., typically around 295 multiple-family housing units). This application involves no residential units therefore, this application was not referred to School District No. 38 (Richmond). Nevertheless, as a courtesy, this application will be forwarded to the School District for information only.

Public Input

A development sign has been posted on-site as public notification of the intent to rezone these properties. No concerns have been received regarding the rezoning.

Other Agency Coordination

1. BC Ministry of Transportation and Infrastructure (MoTI): This site is within the jurisdiction of MOTI, given the proximity of the Highway 99 access/egress along Bridgeport Road. MOTI has requested:

- a solid, raised centre median along Bridgeport Road to preclude eastbound left turns into the subject site; and
- an existing road and SRW lane connection through the adjacent property to the east (Airport Gateway Plaza at 9711 Bridgeport Road) to be provided as an alternate interim access to the subject site from Bridgeport Road via 9711 Bridgeport Road to Beckwith Road including the removal of bollards along Beckwith Road.

The applicant has agreed to the MOTI requirements and the opening the SRW lane through the Airport Gateway Plaza (onto Beckwith Road) has been discussed with Mr. William Wright of Cape Development Corporation, who has expressed support for the proposed development.

2. Kinder Morgan Canada Inc. (KMC) - Jet Fuel Line: The jet fuel line to YVR is located in close proximity to the proposed development site along Bridgeport Road. The applicant has agreed to KMC requirements, including compliance with KMC design and construction guidelines, issuance of an "Approved Proximity Permit" (Facility Crossing Permit) for any works within the KMC-ROW or 7.5m of the pipeline (whichever is greater) and/or issuance of a "Ground Disturbance Safety Zone Field Permit" for all works within 30m of the KMC-ROW. Accordingly, KMC has confirmed by email that KMC has no objections to the proposed development on the subject site.

Staff Comments

Staff review comments are attached. There are no significant, outstanding concerns from the technical review process. Preliminary design drawings including site plans, building elevations, floor plans and landscape plans are included for reference (**Attachment 7**). Apart from the rezoning process, the applicant is required to submit separate applications for Subdivision (Consolidation), Development Permit, Servicing Agreement and Building Permit.

Analysis

Conditions of Adjacency:

9711 Bridgeport Road: The Airport Gateway Plaza is located immediately to the east of the subject site. This is an existing 7.4 acre, retail/commercial development consisting of 4 separate buildings (Michael's, Tim Horton's, Pier 1 Imports, and Office Depot/Golf Town). Cape Development Corporation, the developer of the Airport Gateway Plaza has indicated support for this development proposal.

9520 Beckwith Road: This RS1/F zoned residential lot is located between the Airport Gateway Plaza and the proposed development. Cape Development Corporation conducted property negotiations with the owner of 9520 Beckwith Road at the time the Airport Gateway Plaza development came forward (approximately 10 years ago), but no agreement could be reached on the sale/purchase price. In order to minimize the impacts of the proposed development on 9520 Beckwith Road, the developer of the subject site has:

- Attempted to purchase 9520 Beckwith Road and incorporate this lot into the overall proposed development but the 2 parties could not agree on a sale/purchase price.
- Demonstrated that 9520 Beckwith Road can be redeveloped in the future (see **Attachment 8**) as light-industrial/office space with a comparable FAR to the proposed development on the subject site (i.e., 6 storeys with 2 levels of parking and 4 levels office/light-industrial space).
- Allowed for future vehicle access/egress for 9520 Beckwith Road via the proposed north-south lane on the subject site.
- Provided increased separation between the proposed buildings on the subject site and the property lines with 9520 Beckwith Road (i.e. minimum 16.52m from the 9-storey Hotel 1 in phase 1 and 19.77m from the 12-storey Business Centre in phase 2).
- Retained a grove of 15 large coniferous trees straddling the south property line of 9520 Beckwith Road; and
- Proposed a continuous hedgerow of columnar coniferous trees (minimum 3.0m high at time of planting) along the north-south shared property line with 9520 Beckwith Road.

The proposed development has been reviewed with the Owner of 9520 Beckwith Road, who indicated the following:

- appreciation for the retention of (15) existing, large coniferous trees along the shared east-west property line;
- preference for a continuous, tall cedar hedge along the shared north-south property line (minimum 3.0m high at the time of planting), which has been provided;
- request that the proposed overhead trellis and vine planting along the shared north-south property line be extended north to the front face of the house on the adjacent site but the trellis currently terminates 6m from the front of the adjacent house; and
- concern regarding the anticipated increase in vehicle traffic on the surrounding roads with particular reference to the opening of a laneway SRW connecting Bridgeport Road and Beckwith Road through the Airport Gateway Plaza to the east of the subject site (9711 Bridgeport Road), however this is a specific MoTI requirement.

9420 Beckwith Road: The proposed Business Centre parkade is located immediately adjacent to the west property line of the consolidated development site that is shared with 9420 Beckwith Road, which is a RS1/F zoned residential lot. This lot is currently the subject of a rezoning application for a proposed 5-storey Philippine Community Centre (RZ 09-506899) to be located immediately adjacent to the proposed parkade structure on the subject development site. The proponents of the Philippine Community Centre are aware of the proposed parkade structure on the subject site and have no objections.

Transportation & Traffic:

Site Access: As required by MOTI, the applicant will provide a solid, raised centre median along Bridgeport Road, which will restrict access to right-in and -out along Bridgeport Road.

Access for eastbound traffic along Bridgeport Road will be via Great Canadian Way and/or Gage Road to Beckwith Road and then to the subject site. MOTI also requires an alternative access route from the signalized intersection serving the Airport Gateway Plaza (9711 Bridgeport Road) via an existing Statutory Right of Way (SRW) through the Airport Gateway Plaza to Beckwith Road and then to the subject site. This alternative access route through Airport Gateway Plaza is an interim measure until Beckwith Road can be connected to No. 4 Road, which in turn will allow the partially completed new road through the Airport Gateway Plaza to be connected with the Beckwith Road extension. There is an existing SRW across the Airport Gateway Plaza for this future road connection but there is one large single family residential lot, which currently precludes the extension of Beckwith Road to No. 4 Road.

Parking: See the table below for a summary of vehicle parking. The applicant has provided a supportable rationale for shared parking between the hotel and office uses for this phased development proposal, since it is anticipated that the peak parking for the office use will occur during weekdays from 8 to 5 pm while the peak parking for the hotels will be during weekday evenings and on weekends. Accordingly, the staff supports parking reductions from the zoning bylaw requirement for shared parking between the hotel and office/light-industrial uses and in consideration of Transportation Demand Measures (TDM) as indicated in the table below.

Site Uses	Required Parking based on Bylaw	Required Parking based on allowance for Shared Office/Hotel Parking		Required Parking with allowance for Shared Parking & TDM Measures	Proposed Parking to be Provided	
		Monday to Friday 8am to 5pm	All Other Times		by Phase	Total
Hotel 1	83	70% reduction = 59	83	10% reduction = 75	On-site at-grade = 53 (+22 in Phase 2)	75
Business Centre	315	315	15% reduction = 268	10% reduction = 242	On-site at-grade = 33 Parkade = 286 Sub-Total = 319 (Allocated for Phase 1) -22 (Allocated for Phase 2) -37 Total On-site = 260	260
Hotel 2	109	70% reduction = 77	109	10% reduction = 99	On-site at-grade = 62 (+37 in Phase 2)	99
Total	507	451	460	416		434

The proposed TDM's include:

- a shuttle bus service between the site, YVR and Canada Line - Bridgeport Station;
- contribution of \$22,000.00 for a City Centre bus shelter to be located within the vicinity;
- provision of 'End of Trip Bike Facilities' (i.e. separate male and female showers and change/locker rooms) in each of the 3 tower buildings; and
- covenant registered on title to allow shared parking/loading access between the different parcels.

Bike Parking: More class 1 bike parking will be provided (40) than required (32) however less class 2 bike parking will be provided (19) than required (46) in total, with Transportation staff support, given the hotel uses (i.e., guests/visitors are not expected to arrive by bike).

Loading: The applicant proposes 3 large (WB-17) loading spaces and 6 medium (SU9) loading spaces. The medium loading spaces can overlap with the large loading spaces therefore an additional 6 medium loading spaces can be accommodated on this combined site. The large loading spaces are located along the central east-west drive aisle. The medium loading spaces are partially enclosed and located at the rear of each building to minimize impacts for adjacent properties and along the two road frontages (Bridgeport Road and Beckwith Road). Based on the applicant's proposal for shared use of the large (WB-17) loading spaces, staff supports the proposed loading spaces, which meet the needs of the development and the City requirements.

Servicing & Engineering:

The applicant has agreed to all the required off-site utility up-grades, improvements and site service connections, according to City standards, to be prescribed in the Servicing Agreement. The Rezoning Considerations (**Attachment 4**) set out the complete off-site and site servicing requirements. The new PROP-SRW north-south lane will accommodate a City water main and the applicant has agreed that private utilities such as gas, hydro and telephone will not be located within the north-south lane.

Site Planning & Urban Design:

Site Planning: The siting of proposed buildings conforms to the policies and guidelines in the OCP and CCAP for Bridgeport Village with the exception of a guideline suggesting a 30m setback from the Oak Street Bridge deck for buildings that extend above the bridge deck. Hotel 2 proposes a minor encroachment of 2.25m into this suggested bridge setback distance (above the bridge deck), however this is not a required zoning setback and no variance is required. The 3 towers have been sited to minimize view blockage and sun shadowing while framing views from the bridge.

Streetfront Character: The proposed Bridgeport Road streetfront design respects and maintains a similar building orientation to other nearby and relatively recent hotel towers (Holiday Inn Express to the west and Sandman Inn to the east). Both hotel podiums extend toward the street and contain restaurant uses fronting Bridgeport Road with significant amounts of glazing and differing podium parapet treatments that will contribute to the streetscape with visible restaurant activities during the day and night lighting during the evening. The wider podiums provide a more continuous streetwall at-grade while the slender hotel towers above permit slot views to the north. The business centre frontage along Beckwith Road consists of a 12-storey tower featuring a sloping west side glass curtain-wall and a 4-storey podium that extends to the west property line. The parkade is recessed behind light-industrial/office storefront spaces.

Building Height: All 3 towers minimize shadowing, view and privacy impacts through the provision of a comfortable transition to fronting streets that conceal on-site parking. Hotel 1 has been reduced in height by one storey and the relatively low height of this building (9-storeys) results in minimal over shadowing of the isolated residential lot (9520 Beckwith Road) to the north. The proposed towers on the east side of the Oak Street Bridge frame views to the north shore mountains from south of the site and northbound along the Highway 99 Viaduct with their slender footprints and the north-south alignment of the buildings. Retention of the 15 large existing coniferous trees (north of proposed Hotel 1) will provide screening and minimize privacy impact to the rear yard of the remaining residential lot to the north.

Parkade Design: The proposed phase 2 parkade will be recessed under and behind the Business Centre with a small portion of the parking podium exposed at the west end of the site but set back from Beckwith Road. Along the east elevation of the business centre the parkade is completely concealed behind the Business Centre building. The exposed south wall of the parkade is enhanced with a trellis/green screen treatment in combination with vine planting.

The proposed west wall of the parkade is adjacent to the shared property line with the 9420 Beckwith Road, which is the subject of a current rezoning application for a Philippine Community Centre (RZ 09-506899). The west parkade wall will be completely screened by the future Philippine Community Centre, which is proposed to extend above the parkade.

Detailed Form & Character: Other more specific issues regarding the detailed form and character of the proposed development will be dealt with during the Development Permit application process including but not limited to the detailed architectural design, building façade treatment and detailed landscape design.

Sustainability & Accessibility:

The proposed development includes the following sustainable features:

- All proposed buildings will meet minimum LEED Silver equivalent standard including the use of effective water and waste management systems, passive solar shading strategies, a geothermal system, and low flow fixtures. See the attached LEED checklist **Attachment 5**.

The proposed development also includes the accessible design elements listed below:

- **General:** As required by the 2006 BC Building Code (BCBC), all buildings will be fully compliant with Section 3.8 'Building Requirements for Persons with Disabilities.' and the at-grade, pedestrian links between the 3 towers will be barrier free for wheel-chair accessibility.
- **Hotels:** According to the 2006 BCBC, Section 3.8.2.31 'Hotels and Motels' - "Access shall be provided to every type of public facility, including those located outside the building, all storeys to which the public is admitted, and one barrier-free suite for every 40 sleeping units." The combined number of wheelchair accessible suites within the 2 hotels exceeds the BCBC requirement by 4 (8 required versus 12 provided). There are 4 wheelchair accessible suites in Hotel 1 and 8 in Hotel 2. In addition, as per BCBC 3.8.2.31 (3) "accessible washrooms need only be those provided for public use" and these have been provided for on both the ground floor and second levels of both hotels. The hotel amenities will also be handicap accessible, including the locker rooms and pools, as per the 2006 BCBC, Section 3.8.2.13 'Gymnasiums and Swimming Pools'. Finally, the hotels include weather protected porte-cochere areas at the front lobbies to ease drop-off and pick-up of mobility impaired clients.
- **Business Centre:** This building will comply with the 2006 BCBC, Section 3.8.2.32 'Business and Personal Service Occupancies' with wheelchair accessible washrooms to be provided for all suites on all floors.

Landscape & Open Space Design:

Existing Trees: From the tree survey and arborist report, there are 197 existing on-site trees larger than 20cm in caliper size and 5 off-site trees (4 along Beckwith Road and 1 along Bridgeport Road) plus 8 trees on neighbouring properties. The 8 trees on neighbouring properties will be protected and preserved (6 along the south property line of 9520 Beckwith Road and 2 along the west property line of the Airport Gateway Plaza at 9711 Bridgeport Road).

The 5 trees along fronting roads will be removed to permit frontage improvements. There are 31 higher value trees on-site:

- 21 large elm trees clustered in the centre of the existing lot at 9451 Bridgeport Road,
- 9 large cedar trees along the north property line of 9531 Bridgeport Road (shared with 9520 Bridgeport Road); and
- 1 large fir tree along the north property line of 9460 Beckwith Road.

Retention of the 21 elm trees will be significantly impacted by the preloading operation for Hotel 2 in phase 3 and are proposed for removal but will be accounted for as part of an overall tree compensation package that includes both replacement trees at larger than minimum size and cash-in-lieu for replacement trees that cannot be relocated on-site. The 9 large coniferous trees along the shared property line with 9520 Beckwith Road will be protected and retained. The large fir tree along Beckwith Road will be retained. There are a total of 187 proposed on-site tree removals plus 5 off-site tree removals for a total of 192 proposed tree removals resulting in the need for 384 replacement trees at 2 replacement trees for each proposed tree removal. However the site plan can only accommodate 184 replacement tree (124 are larger than minimum size) with the remainder provided as cash-in-lieu (200 replacement trees that cannot be located on site). Therefore, the tree compensation package includes:

- installation of 184 on-site replacement trees (see landscape plans for the types, quantities and sizes of proposed tree planting);
- provision of \$100,000.00 as cash-in-lieu for replacement trees not planted on-site (i.e. 200 x \$500.00 per replacement tree), and
- provision of a Tree Survival Security to the City in the amount of \$90,000.00 for 18 trees (\$5,000.00 per tree) to be retained (10 on-site and 8 along shared property line with 9520 Beckwith Road and 9711 Bridgeport Road).

Streetscape Design: The streetscape design along Bridgeport Road proposes the continuation of the existing boulevard treatment including a 1.5m wide planting strip with street trees and grass and a 2.0m wide sidewalk. Behind the public sidewalk is a proposed 3.5m wide planting area for trees, shrubs and groundcovers that extends to the face of both hotels. The design for the Beckwith Road frontage will consist of a new 1.8m wide bike lane in combination with a 1.5m landscaped boulevard (trees and grass) and a 2.0m wide sidewalk. Behind the sidewalk on private property, the proposed landscape design retains an existing large fir tree in a 4.0m wide shrub and groundcover planting bed with a second row of formal street trees.

Site Landscape Design: The on-site landscape design consists of perimeter planting, including a variety of trees and shrub plantings in combination with an intermittent overhead trellis and vine plantings. There is a 1.5m wide walkway along the east and west sides of the north-south lane bordered with small tree and shrub plantings. Decorative paving is proposed on the entire length of the north-south lane and in the hotel porte-cochere areas. The landscape buffering of the shared property line with the single family residential lot to the northeast (9520 Beckwith Road) is a combination of existing tree retention along the shared east-west property line and the provision of a tall windrow of columnar coniferous trees (minimum 3.0m high at the time of planting) and evergreen shrubs along the shared north-south property line.

Public Art:

The applicant has agreed to provide public art as part of the overall development. The value of the public art installation (\$125,769.00) will approximate the recommended value of cash in lieu for public art (i.e. 314,422 ft² x \$0.40/ft²). The details of the public art installation and provision of the formal public art plan will be set out in the Development Permit application process. In the meantime, the applicant has provided the following general information regarding the proposed public art:

- **General Description:** The intent is to create a landmark element as part of this major gateway to Richmond, integrated with the building and landscape design, which will support the market strategy for the development and create visual interest along the north-south lane through the development site.
- **Location:** Public art will be incorporated into all 3 towers in the form of the façade treatment, variations in the rooftop design, special effect night-lighting and at-grade near the hotel entries along the north-south lane.
- **Phasing:** Public art will be provided on a development phase-by-phase basis.
- **Theme:** To be determined by the Public Art Plan during the Development Permit stage.
- **Artist Selection Process:** Open competition from a local and regional proposal call.

Community Planning:

The owner/applicant has agreed to contribute approximately \$78,605.00 (314,422 ft² x \$0.25/ ft²) to assist the City with the community planning program in keeping with the CCAP.

Crime Prevention Through Environmental Design (CPTED):

Due to the mix of land uses there will be constant surveillance of the on-site public open spaces, lobby areas, building entries, and the parkade assisting in the creation of a safer and more secure pedestrian environment adjacent to and within the proposed development. Detailed CPTED features to improve visibility, deter crime and promote a safer pedestrian environment will be addressed during the Development Permit application process.

Richmond Advisory Design Panel

This rezoning application was presented to the Richmond Advisory Design Panel (ADP) on February 23, 2011 as a preliminary application. The ADP supported this proposed development subject to the applicant addressing its comments and suggestions. See Attachment 6 for a list of ADP comments followed by the applicant's response highlighted in bold italics.

Financial Impact or Economic Impact

There is no financial impact.

Conclusion

This proposed development represents a significant addition to the inventory of office space within the City Centre, located conveniently to rapid transit and will serve as an important catalyst to encourage light-industrial development in the Bridgeport Village as well as continue to improve the visual interest and variety of architectural design in the surrounding area. Staff support this rezoning application.



Brian Guzzi, MCIP, MCSLA
Senior Planner (Urban Design)

BG:cas

- Attachment 1: Location Maps
- Attachment 2: Development Application Data Sheet
- Attachment 3: Detailed Statistical Summary of Proposed Development
- Attachment 4: Rezoning Considerations
- Attachment 5: LEED Checklist
- Attachment 6: Richmond Advisory Design Panel
- Attachment 7: Preliminary Design Drawings
- Attachment 8: 9520 Beckwith Road – Redevelopment Potential



ATTACHMENT 1B
RZ 10-539048

Original Date: 02/11/10

Amended Date:

Note: Dimensions are in METRES



City of Richmond

6911 No. 3 Road
 Richmond, BC V6Y 2C1
 www.richmond.ca
 604-276-4000

Development Application Data Sheet

RZ 10-539048

Attachment 2

Address: 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road

Applicant: Ampar Ventures Ltd.

Planning Area(s): City Centre Area Plan – Bridgeport Village

	Existing	Proposed
Owner:	Ampar Ventures Ltd.	Ampar Ventures Ltd.
Site Size (m²):	16,362.8 m ² (176,128 ft ²) before dedications	16,134.3 m ² (173,668 ft ²) after dedications
Land Uses:	Single Family Residential & Vacant	Light-Industrial, Office & Hotel
OCP Designation:	Business & Industry	Business & Industry
Area Plan Designation:	General Urban T4 (25m)	General Urban T4 (25m)
Zoning:	Single-Family Housing District, Subdivision Area F (R1/F) & School and Institutional Use (SI)	Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)
Other Designations:	Industrial Reserve: Limited Commercial	Industrial Reserve: Limited Commercial

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR) :	Max. 1.85 FAR	1.81	none
Lot Coverage – Building:	Max. 50%	35%	none
Lot Size (min. dimensions):	none	none	none
Setback – Bridgeport Road: Setback – Beckwith Road: Setback – Highway 99:	Min. 2.5 m Min. 3.0 m Min. 10.0 m	Phase 1: 2.56 m Min. Phase 2: 10.62 m Min. Phase 3: 10.04 m Min.	none
Setback – Side Yard	Min. 10.0 m	Phase 1: 14.43 m Min. to east property line Phase 2: 19.77 m Min. to east property line Phase 3: 16.10 m Min. to east property line	none
Setback – Rear Yard:	Min. 9.0	Phase 1: 16.52m - Phase 2: 9.52m - Phase 3: 14.82m	none
Height (m):	47 m geodetic	47 m geodetic	none
Off-street Parking Spaces:	Hotel 1: 75 Business Centre: 242 Hotel 2: 99 Total: 416	Hotel 1: 75 Business Centre: 260 Hotel 2: 99 Total: 434	none
Amenity Space – Indoor:	none	Total 452 m ² includes 2 pools, 2 gyms, 1 sauna & 3 separate End of Trip Bicycle Facility (1 in each building)	none
Amenity Space – Outdoor:	none	106 m ²	none

Supplemental Development Application Data Bridgeport Hotels & Business Centre

9451/ 9491/ 9511/ 9531/ 9551 Bridgeport Road and 9440/ 9460/ 9480 Beckwith Road

Item	Supplemental Development Application Data
Owner	Ampar Ventures Ltd., 9751 No. 6 Rd., Richmond, BC V6W 1E5
Applicant	IBI Group, Suite 700, 1285 West Pender St., Vancouver, BC V6E 4B1
Land Uses	Commercial & Light Industrial
Proportion of Uses	60% Non-Industrial Uses; and 40% Industrial/Office Uses
OCP Designation	Mixed Use
Area Plan Designation	City Centre Area Plan (CCAP) Bridgeport Village, Area B
Sub-Area Plan Designation	Sub-Area A.2: Industrial Reserve – Limited Commercial
Existing Zoning	Single-Family Housing District, Subdivision Area F (R1/F) & School and Institutional Use (SI)
Proposed Zoning	Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)
Site Size	16,362.8 m ² (176,128 ft ²) before & 16,134.3 m ² (173,668 ft ²) after dedications
Gross Building Area (including parkade, mechanical allowance, & exempt circulation)	39,668.9 m ² (426,993 ft ²)
Net Building Area	29,210.8 m ² (314,422 ft ²)
Overall Site FAR (Maximum) (excluding parkade, mechanical, allowance, & exempt circulation)	1.85
Overall Site FAR (Proposed) (excluding parkade, mechanical, allowance, & exempt circulation)	1.81
Site Size by Phases	Phase 1: 4,737.9 m ² (50,988 ft ²) before & 4,697.1 m ² (50,559 ft ²) after dedications Phase 2: 6,048.3 m ² (65,103 ft ²) before & 5,891.4 m ² (63,415 ft ²) after dedications Phase 3: 5,577.6 m ² (60,037 ft ²) before & 5,545.8 m ² (59,694 ft ²) after dedications Total: 16,362.8 m ² (176,128 ft ²) before & 16,134.3 m ² (173,668 ft ²) after dedications
Gross Floor Area by Phase	Phase 1: 7,793.9 m ² (83,893 ft ²) Phase 2: 21,486.5 m ² (231,279 ft ²) Phase 3: 10,388.5 m ² (111,821 ft ²) Totals: 39,668.9 m ² (426,993 ft ²)
Net Floor Area by Phase	Phase 1: 7,374.4 m ² (79,377 ft ²) Phase 2: 11,950.2 m ² (128,631 ft ²) Phase 3: 9,886.2 m ² (106,414 ft ²) Totals: 29,210.8 m ² (314,422 ft ²)
Maximum Building Height	47.7m (156'-6")
Maximum Building Heights	Phase 1: 37.19m (122') Phase 2: 46.41m (152'-3") Phase 3: 47.7m (156'-6")
Overall Site Coverage	35.5%
Site Coverage by Phases	Phase 1: 26.6% Phase 2: 54.5% Phase 3: 25.5%

Item	Supplemental Development Application Data
Hotel 1 - Rooms	Total – 122 (Standard Units – 84; Corner Units – 28; Accessible – 4; Standard Penthouse – 4; Corner Penthouse – 2)
Hotel 2 - Rooms	Total – 167 (Standard Units – 112; Corner Units – 40; Accessible – 8 Standard Penthouse – 4; Corner Penthouse – 3)
Required & Proposed Minimum Setbacks – Hotel 1 (Phase 1)	Bridgeport Road: Required 2.5 m & Proposed 2.56 m West Property: Required 10.0 m & Proposed 15.57 m Rear Property Line: Required 9.0 m & Proposed 16.77 m East Property Line: Required 10.0 m & Proposed 14.35 m
Required & Proposed Minimum Setbacks – Business Centre (Phase 2)	Beckwith Road: Required 3.0 m & Proposed 10.62 m East Property Lane: Required 10.0 m & Proposed 19.77 m Rear Property Line: Required 9.0 m & Proposed 9.86 m West Property Line: Required 10.0 m & Proposed 36.13 m
Required & Proposed Minimum Setbacks – Hotel 2 (Phase 3)	Bridgeport Road: Required 2.5 m & Proposed 3.31 m Highway 99: Required 10.0 m & Proposed 10.04 m Rear Property Line: Required 9.0 m & Proposed 14.82 m East Property Line: Required 10.0 m & Proposed 16.10 m
Hotel 1 - Maximum Setback from Bridgeport Road	59.97 m (196.8')
Hotel 2 - Maximum Setback from Bridgeport Road	61.4 m (201.4')
Required Parking – Overall	416 stalls
Proposed Parking – Overall	434 stalls
Required Parking by Phase	Phase 1 – Hotel 1: 75 stalls Phase 2 – Office: 242 stalls Phase 3 – Hotel 2: 99 stalls Total – 416 stalls
Proposed Parking by Phase	Phase 1 – Hotel 1: 75 stalls ultimately (22 in Phase 2) Phase 2 – Office: 260 stalls ultimately (319 – 22 = 297 in Phase 2) Phase 3 – Hotel 2: 99 stalls (37 in Phase 2) Total – 434 stalls
Proposed Loading Spaces	Phase 1 – Hotel 1: 2 medium (SU-9) & 1 large (WB-17) Phase 2 - Office: 2 medium (SU-9) & 1 large (WB-17) Phase 3 – Hotel 2: 2 medium (SU-9) & 1 large (WB-17)
Bike Parking by Phases	Phase 1: Class 1 Req. 2 & Provided 2; Class 2 Req. 2 & Provided 2 Phase 2: Class 1 Req. 2 & Provided 2; Class 2 Req. 2 & Provided 2 Phase 3: Class 1 Req. 28 & Provided 36; Class 2 Req. 42 & Provided 19
Maximum Building Height by Phase (to Roof & Mast)	Phase 1 – Hotel 1: Highest Rooftop: 34.42m (112'-11"); Mast: 40.23m (132') Phase 2 – Office: Highest Rooftop: 46.98m (154'-2"); Mast: 46.98m (154'-2") Phase 3 – Hotel 2: Highest Rooftop: 46.41m (152'-3"); Mast: 46.94m (154'-0")
Bridgeport Road Setback	3.0m (9.84')
Beckwith Road Setback	12.62m (41'-5")
East Property Line Setback	Hotel 1 - 14.35m (47'-1"); Business Center – 19.77m (64'-10")
West Property Line Setback	10.04m (32'-11")
NEF	Area 1A
ESA Designation	not applicable

Bridgeport Hotels & Business Centre

**9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road
RZ 10-539048**

Prior to final adoption of Official Community Bylaw 7100 Amendment Bylaw 6767 and Richmond Zoning Bylaw 8500 Amendment Bylaw No. 8764, the developer is required to complete the following:

1. Consolidation of the following existing 8 lots into one (1) development parcel (which will require the demolition of the existing dwellings).

Address	PID	Legal Address	Zoning	Applicant
9451 Bridgeport Road	003-665-623	Parcel "231" Except: Part now Highway on Statutory Right of Way Plan 67635; Section 22 Block 5 North Range 6 West New Westminster District Reference Plan 65748	School & Institutional SI / Residential Single Detached RS1/F	Ampar Ventures Ltd.
9491 Bridgeport Road	011-197-170	East 82 Feet Lot 5 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9511 Bridgeport Road	004-070-402	West Half Lot 6 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9531 Bridgeport Road	004-254-899	East Half Lot 6 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9551 Bridgeport Road	004-887-018	West 76 Feet Lot 7 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9440 Beckwith Road	000-659-606	Lot 22 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9460 Beckwith Road	004-085-388	Lot 21 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931	Residential Single Detached RS1/F	Ampar Ventures Ltd.
9480 Beckwith Road	003-653-161	Lot 20 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931	Residential Single Detached RS1/F	Ampar Ventures Ltd.

2. Subdivision of the consolidated development parcel to create a three (3) lot subdivision for the proposed 3 phase development. Note: The proposed phase 2 component (Business Centre) must be constructed prior to the construction of the phase 3 component (Hotel 2).
3. Registration of a legal agreement on title ensuring the project phasing will proceed according to the following sequence, Phase 1 (Hotel 1), Phase 2 (Business Centre) and Phase 3 (Hotel 2). While Phase 2 (Business Centre) may precede Phase 1 (Hotel 1), the intention is to ensure that the Business Centre (ie. Phase 2) is constructed and occupied before Hotel 2 (Phase 3) can be occupied. In addition, this does not preclude Phases 1 and 2 proceeding simultaneously or Phases 2 and 3 proceeding simultaneously.
4. Registration of an aircraft noise indemnity covenant on title as this site is located within the Area 1A of the Aircraft Noise Sensitive Development Map (Official Community Plan, Sub-Section 5.4 Noise Management).
5. Registration of a flood indemnity covenant on title. The minimum flood proof elevation for the subject site is 2.9m GSC Flood Control Level (FCL) but since this site is in the exemption area, the FCL can be 300mm above the highest elevation of the road crown fronting your proposed development. However, mechanical rooms plus other habitable space (excluding parking) must be a minimum of 300mm above the highest elevation of the road crown fronting your proposed development.

6. Registration of a legal agreement on title ensuring that none of the hotel rooms in either Hotel 1 (Phase 1 or Hotel 2 (Phase 3) can be individually stratified or sold.
7. City acceptance of the developer's offer to voluntarily contribute \$100,000.00 to the City's Tree Compensation Fund for the planting of replacement trees (200 replacement trees x \$500.00/replacement tree) within the City.
8. Submission of a Tree Survival Security to the City in the amount of \$90,000.00 (18 trees at \$5,000.00 per tree) as security to further ensure the retention of 18 existing, large trees (10 on-site and 8 along shared property lines with 9520 Beckwith Road and 9711 Bridgeport Road) for the planting of replacement trees on-site or within the City, as and if required.
9. Submission of a Contract entered into between the Applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. 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.
10. City acceptance of the developer's offer to voluntarily contribute \$0.40 per buildable square foot or approximately \$125,769.00 (314,422 ft² x \$0.40/ft²) based on a site area of 173,668 ft² and a 1.81 FAR for the integration of public art with the project, the terms of which are to be addressed in a Public Art Plan to be submitted for the City's approval prior to adoption of the rezoning application.
11. City acceptance of the developer's offer to voluntarily contribute \$0.25 per maximum buildable square foot or approximately \$78,605.00 (314,422 ft² x \$0.25/ft²) based on a site area of 173,668 ft² and a 1.81 FAR to assist the City with community planning in the City Centre.
12. City acceptance of the developer's offer to voluntarily contribute \$48,900 for gravity sewer upgrades and \$10,950 for pump station upgrades, both in excess of OCP conditions. The contributions shall be made to account 2253-10-000-14912.
13. City acceptance of the developer's offer to voluntarily contribute \$22,000.00 for a standard City bus shelter to be located within the City Centre vicinity, as part of the Transportation Demand Measures (TDM's) agreed to by the Owner/Applicant prior to final adoption of the rezoning.
14. Required Land Dedications and Public Rights of Passage – Statutory Right of Way (PROP-SRW):
 - .1 Approximate 2m wide road dedication along the entire Beckwith Road frontage, for the benefit of general public use including a wider pavement width for vehicular traffic lanes and a cycling lane, 1.5m wide landscaped planting strip and a 2.0m wide sidewalk. The dedication to include corner cuts (minimum 3m x 3m) required where the north-south PROP-SRW lane intersects with Beckwith Road. Exact size of PROP-SRW and corner cuts to be confirmed by survey, as required by the City via the Servicing Agreement process.
 - .2 Approximate 0.65m wide road dedication along the entire Bridgeport Road site frontage, to accommodate a continuous, new concrete landscaped centre median for Bridgeport Road, as per MoTI requirements extending to the Highway 99 access road intersection with Bridgeport Road, plus Bridgeport Road boulevard improvements (north-side only) including a 1.5m wide landscaped planting strip and a 2.0m wide sidewalk, for the benefit of general public use. The dedication to include corner cuts (minimum 3m x 3m) required where the north-south PROP-SRW lane intersects with Bridgeport Road. Exact size of corner cuts to be confirmed by survey, as required by the City via the Servicing Agreement process.
 - .3 The granting of an approximate 9.0m wide lane Public Rights of Passage – Statutory Right of Way (PROP-SRW) for a new north-south lane connecting Bridgeport Road and Beckwith Road through the centre of the consolidated and subdivided development site, for the benefit of general public use including vehicle, bicycle, pedestrian and commercial access to be maintained by the Developer/Owner. In addition, the Owner agrees to widen those portions of the north-south lane as the City deems necessary in order to accommodate vehicle turning movements required by the Ministry of Transportation and Infrastructure and confirmed by functional design plans by a certified engineer to the satisfaction of the Richmond Director of Transportation.
 - .4 The granting of Public Rights of Passage - Statutory Right of Way (PROP-SRW) connecting the proposed north-south PROP-SRW lane on the development site with 9520 Beckwith Road. The PROP-SRW shall apply to all lands in Phase 2 (Business Centre) of the combined development site, east of the proposed north-south SRW. This PROP-SRW is intended to provide access to/from 9520 Beckwith Road through the development site via the proposed north-south lane if 9520 develops as an independent site or consolidated with the proposed development lands on the subject site. This PROP-SRW is intended to

provide access/egress for 9520 Beckwith Road including vehicle, bicycle, pedestrian and commercial access/egress for the future redevelopment of 9520 Beckwith Road and may be replaced with a more specific PROP-SRW when the future redevelopment of 9520 Beckwith Road occurs, with the agreement of the City. If 9520 Beckwith Road is consolidated with and develops in association with the Airport Gateway Plaza at 9711 Bridgeport Road, this PROP-SRW can be discharged with the agreement of the City.

15. Registration of a legal agreement on title restricting vehicle access and egress along Bridgeport Road, as per the MOTI requirement, is via 1 right-in and –out access/egress point only, provided that a concrete landscaped median is provided to physically restrict westbound left-turn movements Bridgeport Road into the development site. Note: There is full vehicle movement to and from the proposed north-south lane connection at the intersection with Beckwith Road in order to provide additional access and egress for the development site
16. Registration of a blanket cross access easement over the Hotel 2 (phase 3 development parcel) and in favour of the Business Centre (phase 2 development parcel) allowing access to/from the development site for shared commercial vehicle access including space for loading and unloading. This blanket cross access agreement will only be discharged following the construction of the respective internal drive-aisles, legal survey and registration of a more specific replacement cross access easement over the appropriate portions of the internal drive-aisles for Hotel 2 (phase 3 development parcel) in favour of the Business Centre (phase 2 development parcel) in order to provide access for shared commercial vehicle access including space for loading and unloading.
17. Registration of a blanket cross access agreement over the Business Centre and Parking Structure (phase 2 development parcel) in favour of all other development parcels allowing access to/from the Business Centre and Parking Structure (phase 2 development parcel) including space for shared vehicle parking, bicycle parking and associated pedestrian access. This blanket cross access agreement will only be discharged following the construction of the Business Centre and Parking Structure (phase 2 development parcel), legal survey and registration of a more specific replacement cross access easement over the appropriate portions of the Business Centre and Parking Structure (phase 2 development parcel) in favour of all other development parcels in order to provide access including space for shared vehicle parking, shared bike parking and associated pedestrian access.
18. Enter into a Servicing Agreement* for the design and construction of off-site road improvements, utility upgrades and site service connections. Works include, but may not be limited to the following.
 - .1 BC Ministry of Transportation & Infrastructure (MoTI) approval required. MoTI indicated that as part of the development, Applicant is responsible to establish a vehicular connection from the signalized access serving 9711 Bridgeport Road to:
 - .1 Beckwith Road - via the existing PROP registered on 9711 Bridgeport Road however, this will involve the removal of the jersey barriers currently placed at the driveway off Beckwith Road and minor road work upgrade as deemed necessary to establish a functional road connection. Exact scope of work to be determined as part of the Servicing Agreement process.
 - .2 Access Arrangement: Via one (1) right-in-right-out access off Bridgeport Road, provided that a concrete landscaped median is provided to physically restrict left-turn movements. Applicant to provide a road functional design drawing and submit it to the City and MoTI for review and approval. Only one access off Beckwith Road is supported.
 - .3 Exact dedication along Bridgeport Road would be subject to the functional design to be prepared by the Applicant. Note that in addition to the concrete landscaped median, a 1.5m wide boulevard (type of treatment within the 1.5m wide boulevard to be confirmed as part of the SA process) and 2m wide sidewalk are required along the Bridgeport Road frontage.
 - .2 Required Land Dedications and Public Rights of Passage – Rights of Way (PROP-ROW): Reference to Item 14 above.
 - .3 As part of the Phase 1 development, developer is responsible for the design and construction of:
 - .1 Beckwith Road Improvements: widening on the southern half of Beckwith Road to accommodate the following ultimate cross-section (from south to north):
 - 2m wide concrete sidewalk
 - 1.5m wide boulevard
 - 0.15m wide concrete curb/gutter
 - 1.8m wide bike lane
 - 3.25m wide curb lane

- 3.1m wide centre lane

Note that the above would be mirrored on the northern half of Beckwith Road. Proper tie-in's are to be provided as part of this project to existing Beckwith Road east & west of the site.

- .2 Bridgeport Road Improvements: Including but not limited to concrete landscaped centre median to MoTI approval plus new north-side boulevard improvements including standard City Centre 1.5m wide landscape planting strip (type of treatment within the 1.5m wide landscaping planting strip to be confirmed as part of the SA process) plus 2.0m wide concrete sidewalk complete with 1 right-in-right-out site access/egress location as per City requirements.
- .3 9.0m wide PROP-ROW north-south lane connecting Bridgeport Road and Beckwith Road through the consolidated and subdivided development site, to include (from west to east):
 - minimum 1.5m wide sidewalk with lighting
 - minimum 7.5m wide asphalt driving surface with roll-over curb on both sides
- 4 The City has reviewed your Servicing Capacity Analysis including the associated letters and makes the following comments:
 - .1 Watermain Improvements: The City has reviewed your Water Capacity Analysis and letter dated September 1, 2011 and makes the following comments:
 - .1 According to your analysis, the required fire flow for the hotels fronting Bridgeport Road is 275 l/s and the available flow is at 509 l/s at 9491 Bridgeport Road. The City accepts your recommendation that no upgrade is required.
 - .2 Based on your analysis, the required fire flow for the business centre fronting Beckwith Road is 200 l/s and the available flow is at 78 l/s at 9440 Beckwith Road. The City accepts your recommendation to construct a temporary looped watermain to tie the existing 300mm dia. Bridgeport watermain into the existing 150mm dia. Beckwith Road watermain. The temporary watermain is to be constructed in a registered Right of Way within the site.
 - .3 There shall be no tie-ins to the proposed watermain (ie. hydrants, service connections, etc.).
 - .4 Once you have confirmed your building design at the Building Permit stage, you must submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey to confirm that there is adequate available flow.
 - .2 Storm Sewer Improvements: The City has reviewed your Storm Capacity Analysis and letter dated March 21, 2011 and makes the following comments:
 1. According to your calculations and assessment, the existing storm sewer along the development frontage on both Beckwith Road and Bridgeport Road are not adequately sized under the "Existing + In-stream + Proposed development" and OCP conditions.
 2. According to your analysis, there is no downstream roadway or property flooding based on the "Existing + In-stream + Proposed development" condition.
 3. The City accepts your recommendation to upgrade the frontage storm on northside of Beckwith Road from STMH6314 (approximately 20m west of west property line) to STMH6315 (close to east property line) to 1050mm diameter and to upgrade the frontage storm on Bridgeport Road from STMH4203(approximately 10m west of south-west corner) to STMH4206 (approximately 39m east of east property line) to 750mm diameter.
 4. The City requires the analysis calculations to be included in the Servicing Agreement design drawings.
 - .3 Sanitary Sewer Improvements: The City has reviewed your Sanitary Capacity Analysis and letter dated July 26, 2011 and makes the following comments:Service Connection Improvements:
 - .1 Based on the calculations, the existing sanitary sewer and pump station have adequate capacity under the "Existing + In-stream + Proposed Development" condition.
 - .2 According to your analysis, there are sections of downstream gravity sanitary sewer main and the existing Van Horne sanitary pump station/forcemain requires upgrade under the "OCP + Proposed Development" condition.
 - .3 According to developer's assessment and due to the developer's request for an increase in density from the City's 2041 OCP related to the site, the additional demand from the development will deplete the sanitary system's capacity otherwise intended to be utilized for future developments within the catchment. (Note: See financial contributions for City acceptance of a voluntary contribution of \$48,900 for gravity sewer upgrades and \$10,950 for pump station upgrades, both in excess of OCP conditions.)

.4 The City requires the analysis calculations to be included in the Servicing Agreement design drawings.

19. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development including the following requirements:

- .1 Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
 - comply with the guidelines of the OCP's Lane Establishment and Arterial Road Redevelopment Policies 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 384 required replacement trees with the following minimum sizes:

Number of Required Replacement Trees	Minimum Caliper Size of Deciduous Replacement Trees	or	Minimum Height of Replacement Coniferous Trees
374 (on-site) + 10 (off-site) (184 to be provided on site and cash in lieu for 200)	6cm caliper (dbh)		2.0m high

- .2 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.
- .3 Provision of the following Transportation Demand Measures (TDM) agreed to by the Owner/Applicant during the rezoning process including:
 - A shuttle bus service between the site, YVR and Canada Line - Bridgeport Station, via confirmation letter and agreement from Owner/Applicant prior to issuance of development permit; and
 - Provision of 'End of Trip Bike Facilities' (i.e. separate male and female showers and change/locker rooms) in each of the 3 buildings via confirmation letter and agreement from Owner/Applicant prior to issuance of development permit.
- .4 All internal drive aisle shall be no less than 7.5m wide.

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 Division. 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 Division 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.

Signed _____

Date _____

Bridgeport Hotels & Business Centre

9451/ 9491/ 9511/ 9531/ 9551 Bridgeport Road and 9440/ 9460/ 9480 Beckwith Road

REZONING APPLICATION RESUBMISSION & DESIGN PANEL REVIEW FEB. 10, 2011

BRIDGEPORT HOTEL & BUSINESS CENTER RICHMOND, B.C.

LEED Canada-NC 2009 Project Checklist					
Bridgeport Hotel / Business Center					
Req No	Req	Points	Notes		
Project Totals (See credit section estimate)				152 Possible Points	
<small>Over 40-49 points High End 50 points Over 60-73 points Future 80 points and above</small>					
1. Sustainable Sites					
Req 1	Construction Activity Pollution Prevention	Required			
Req 2	Site Selection	Required			
Req 3	Development Density and Community Connectivity	5-6			
Req 4	Brownfield Redevelopment	1			
Req 5	Alternative Transportation: Public Transportation Access	5-6			Assure this site was never contaminated or needs to be rehabilitated. Many bus routes go by the project site.
Req 6	Alternative Transportation: Bicycle Storage & Changing Rooms	1			
Req 7	Alternative Transportation: Low-Emitting & Fuel Efficient Vehicles	1			Will add cost to the project for charging stations, wireless, etc. Recommend to run conduits for future.
Req 8	Alternative Transportation: Parking Capacity	1			
Req 9	Site Development: Paving and Restore Hard/Soft	1			May be possible once design is complete but unlikely.
Req 10	Site Development: Maximize Open Space	1			May be possible once design is complete but unlikely.
Req 11	Stormwater Design: Quantity Control	1			Required by City of Richmond.
Req 12	Stormwater Design: Quality Control	1			Required by City of Richmond.
Req 13	Heat Island Effect: Non-Roof	1			Required by City of Richmond.
Req 14	Heat Island Effect: Roof	1			Required by City of Richmond.
Req 15	Light Pollution Reduction	1			Based on the location of the building this should be possible. To be confirmed by Electrical Engineer.
2. Water Efficiency					
Req 1	Water Use Reduction	Required			
Req 2	Water Efficient Landscaping	2-3			If plant species are native then 4 points would be possible. 2 points allow some irrigation.
Req 3	Innovative Water Efficient Technologies	1-3			
Req 4	Water Use Reduction	2-3			This depends on fixture selection which may add costs to the project.
3. Energy & Atmosphere					
Req 1	Fundamental Commissioning of Building Energy Systems	Required			Adds cost to the project but would be required for a LEED equivalent project as well.
Req 2	Minimum Energy Performance	Required			Energy Study adds cost to the project but would be required for a LEED equivalent project as well.
Req 3	Fundamental Refrigerant Management	Required			
Req 4	Optimize Energy Performance	1-18			This is assuming geothermal and a good building envelope are used. This will need to be verified.
Req 5	On-Site Renewable Energy	1-7			Recommended to run conduits for future.
Req 6	Enhanced Commissioning	2			Adds cost to the project.
Req 7	Enhanced Refrigerant Management	1			
Req 8	Measurement and Verification	2			Adds cost to the project but is very worthwhile for owners to monitor building performance.
Req 9	Green Power	2			Adds cost to the project.
4. Materials & Resources					
Req 1	Storage and Collection of Recyclables	Required			
Req 2	Building Reuse: Maintain Existing Walls, Floors, and Roof	1-3			
Req 3	Building Reuse: Maintain Interior Non-Structural Elements	1-2			
Req 4	Construction Waste Management	1-2			
Req 5	Materials Reuse	1-2			
Req 6	Recycled Content	1-2			
Req 7	Regional Materials	1-2			
Req 8	Rapidly Renewable Materials	1			
Req 9	Certified Wood	1			Depending on use may add cost to the project.
5. Indoor Environmental Quality					
Req 1	Minimum Indoor Air Quality Performance	Required			
Req 2	Environmental Tobacco Smoke (ETS) Control	Required			
Req 3	Outdoor Air Delivery Monitoring	1			Adds cost to the project.
Req 4	Increased Ventilation	1			Adds cost to the project.
Req 5	Construction IAQ Management Plan: During Construction	1			
Req 6	Construction IAQ Management Plan: Before Occupancy	1			
Req 7	Low-Emitting Materials: Adhesives and Sealants	1			
Req 8	Low-Emitting Materials: Paints and Coatings	1			
Req 9	Low-Emitting Materials: Flooring Systems	1			
Req 10	Low-Emitting Materials: Composite Wood and Agrifibre Products	1			
Req 11	Indoor Chemical and Pollutant Source Control	1			This will add some cost to the project but is recommended to keep odors from the guests. Should be possible with little to no cost. Electrical Engineer to confirm.
Req 12	Controllability of Systems: Lighting	1			Should be possible with little to no cost. Mechanical Engineer to confirm.
Req 13	Controllability of Systems: Thermal Comfort	1			Should be possible with little to no cost. Mechanical Engineer to confirm.
Req 14	Thermal Comfort: Design	1			Should be possible with little cost if EA Credit 5: Measurement & Verification is pursued.
Req 15	Thermal Comfort: Verification	1			Should be possible based on current design. Architect to confirm.
Req 16	Daylight and Views: Daylight	1			Should be possible based on current design. Architect to confirm.
Req 17	Daylight and Views: Views	1			Should be possible based on current design. Architect to confirm.
6. Innovation & Leadership					
Req 1	Innovation in Design - Green Building	1			
Req 2	Innovation in Design - Green Housekeeping	1			
Req 3	Innovation in Design - Green Pest Control	1			
Req 4	Innovation in Design - Exemplary Performance Recycled Content	1			This is based on previous project experience.
Req 5	Innovation in Design - Exemplary Performance Local/Regional Materials	1			This is based on previous project experience.
Req 6	LEED Accredited Professional	1			
7. Regional Priority Credits					
Req 1	Durable Building	1			Small added cost if a building envelope professional is already part of the consultant team.
Req 2	Regional Priority Credit	1			
Req 3	Regional Priority Credit	1			
Req 4	Regional Priority Credit	1			

Bridgeport Hotels & Business Centre

9451/ 9491/ 9511/ 9531/ 9551 Bridgeport Road and 9440/ 9460/ 9480 Beckwith Road

The Bridgeport Hotels and Business Centre rezoning application (RZ 10-539048) was presented to the Richmond Advisory Design Panel (ADP) on Wednesday, February 23, 2011. The ADP supported this application and provided a series of 8 comments as identified below, which are followed by the Applicants responses highlighted in *bold italics*.

Panel Decision

It was moved and seconded "That RZ 10-539048 move forward to the Planning Committee subject to the applicant addressing the items discussed by the Panel, including key items highlighted below":

1. Consider the design of all hotel bathrooms to maximize ease of use by hotel guests with disabilities;

Consideration has been given to this item, upon which it was deemed reasonable to provide 4 accessible suites in Hotel-1 and 8 accessible suites in Hotel-2, which exceeds by 4 suites the BCBC requirement of one universally designed sleeping unit for every 40 (2.5%).

Furthermore, all public areas inside and outside the building will be wheelchair accessible, including sidewalks, entries, ground floor washrooms, restaurants, and amenity areas. All storeys of all three buildings will likewise be accessible, with all doorways to all suites providing 32" clear openings for wheelchair access. The provision of making all washrooms in all the hotel suites wheelchair accessible was ultimately deemed to be not feasible as it would require the reduction in rooms by one per floor in order to accommodate this item.

2. Development of pedestrian movement i) along Bridgeport Road, ii) north/south through the site to Beckwith Road, and iii) potential for linkage with the eastern adjacent site;

i) Bridgeport: this cross section separates a City standard concrete sidewalk from the road with a row of large deciduous street trees planted in lawn. The site acknowledges the pattern set by the development to the east and builds on it – it features a low glossy dark green evergreen hedge with taller ornamental grass in the second layer of planting. Planting a combination of deciduous and evergreen trees to partially screen views of parking areas enhances the pedestrian experience.

ii) North/South Internal Road: this section provides grade separated pedestrian sidewalks on both sides of the road. Pedestrian crosswalks receive special treatment to 'give pedestrians priority'.

iii) East/West connection: Internal east-west pedestrian access to the rear of Hotel 2 has been added and Hotel 1 has a direct access to the rear parking area on the east side of the site. There is no public SRW that directly connects the development site with the property immediately to the east (Airport Gateway Plaza) however pedestrian access has been provided east and west of the subject site along Bridgeport Road and Beckwith Road.

3. Development of property edges i) landscape design and ii) carry the quality of the Bridgeport Road along the sides of the development;

Property edges have received special attention to ensure a positive integration into the site. Special attention has been given to property lines adjacent to residential use that includes

protection of large evergreen trees by the creative design of retaining wall footings, proposed dense planting of a distinctly Richmond pattern of planting that includes a hedge row of trees under planted with a dogwood hedge. The residential property is also screened by the introduction of a high quality metal trellis planted with climbing vines.

The north/south internal lane is proposed as cast-in-place decorative concrete paving with a medium sandblast finish including saw cut patterns. The high quality paving materials will significantly improve and unify the character of the internal north-south lane.

4. Add more density to trees to elevate the level of the planting materials throughout the development;

Deciduous trees have been increased in caliper size to a minimum of 10cm and conifers vary from a minimum of 3m to 7m in height. The spacing of trees has also been decreased (i.e., the cedar hedgerow along the east property line is proposed at 3 meters on centre to create the effect of a 'green wall'). Likewise more trees have been added to the north/south corridor to improve the landscape appearance.

5. Design development to reference unifying theme with the development i) integration of public realms, landscaping and building architecture components and ii) design elements that tie the three buildings together;

i) Primary unifying element between buildings is intended to be the new north-south lane, as it connects all three buildings and their activities. As noted in the landscape architect's comments, more emphasis has been placed on landscape elements in order to improve the quality of the public realm that unifies the site.

ii) As the principal design element that ties the project together, the north-south lane will have consistent landscape planting, decorative paving, lighting, and street furniture throughout the site, allowing the buildings to retain their unique individuality while creating an overall harmonious composition.

6. Architectural development i) celebrate visibility of the buildings from Bridgeport Road and emphasize not only the east and west side of the buildings but also the south elevations, ii) significant design gestures may be suitable due to close proximity to the traffic ramp, and iii) development of business center building (introduction of horizontal design elements on the east façade and design development of the west building façade);

i) The visibility of the towers from the Oak Street Bridge deck has been considered in the provision of 'Gateway Elements' on the north and south facades of both hotels, which will be visible as unique lighting elements in the twilight hours and distinctive glazing elements during the day, which constitute significant design gestures, transcending from simple building elements into the realm of visual art. Further design development has been considered as well with the Business Center, as the horizontal shading elements on the east façade have been extended as per the Design Panel's comments, with the further introduction of a sloping glass wall on the building's west elevation in order to provide passive solar shading, a design element, which will also be visible from the Oak Street Bridge deck.

7. Reduce second storey projection on the east side of Hotel 1 so that it will not take away the slimness of the tower;

While we agree with the Design Panel's comments that the projection on the east side of Hotel 1 takes away from the slimness of the tower, the addition of this projection has been necessary

due to the requirements of locating an at grade mechanical space for the geothermal system, a system which requires a significantly larger mechanical space than what was previously provided for. In addition, the relocation of hotel rooms, staff rooms and a meeting room due to the request to reduce the height of the hotel by one floor has resulted in this projection. In response, glazing has been added to this second floor projection to lighten it's appearance as much as possible, while the ground floor consists primarily of covered parking next to the mechanical room.

8. Provide additional context information.

The Landscape Plan has been superimposed on an aerial photograph to provide context.

BRIDGEPORT HOTEL & BUSINESS CENTER

AMPAR VENTURES LTD

PROJECT OVERVIEW:

The proposed mixed-use complex consisting of two hotels and a business center is located at the lot north of Bridgeport Road, east of the Highway 99/Oak Street Bridge and south of Beckwith Road. The site is surrounded by mixed-use retail and hotel uses to the south, west and east along the arterial roads. The north is primarily old residential buildings, with some light-industrial uses. The site is also approximately 1km walking distance from Bridgeport Canada Line station.

The primary design approach for the project is to maximize the full potential of the strategic location of the site that has considerable street frontage on the south and north sides, with exposure to major traffic along arterial roads, proximity to the airport, Canada Line and surrounding mixed use commercial and hotel uses. The project has three major components - two Hotel structures 9 and 12 stories each placed along Bridgeport Road and an 11 storey Business Center, placed further north closer to Beckwith Road, will be a vibrant urban planning and architectural solution that will revitalize the character of the neighbourhood and stimulate its future potential. A generously landscaped central north-south internal road connecting Bridgeport to Beckwith Road serves as the main access for all the three buildings, while a perpendicular east-west internal road serves as the main distribution to parking and services for each building. Each of the hotels are to have their own surface parking to their rear and north sides with a landscaped buffer between them and Bridgeport Road. The business center is to have its own surface parking as well as a 4 storey parkade attached to the building.

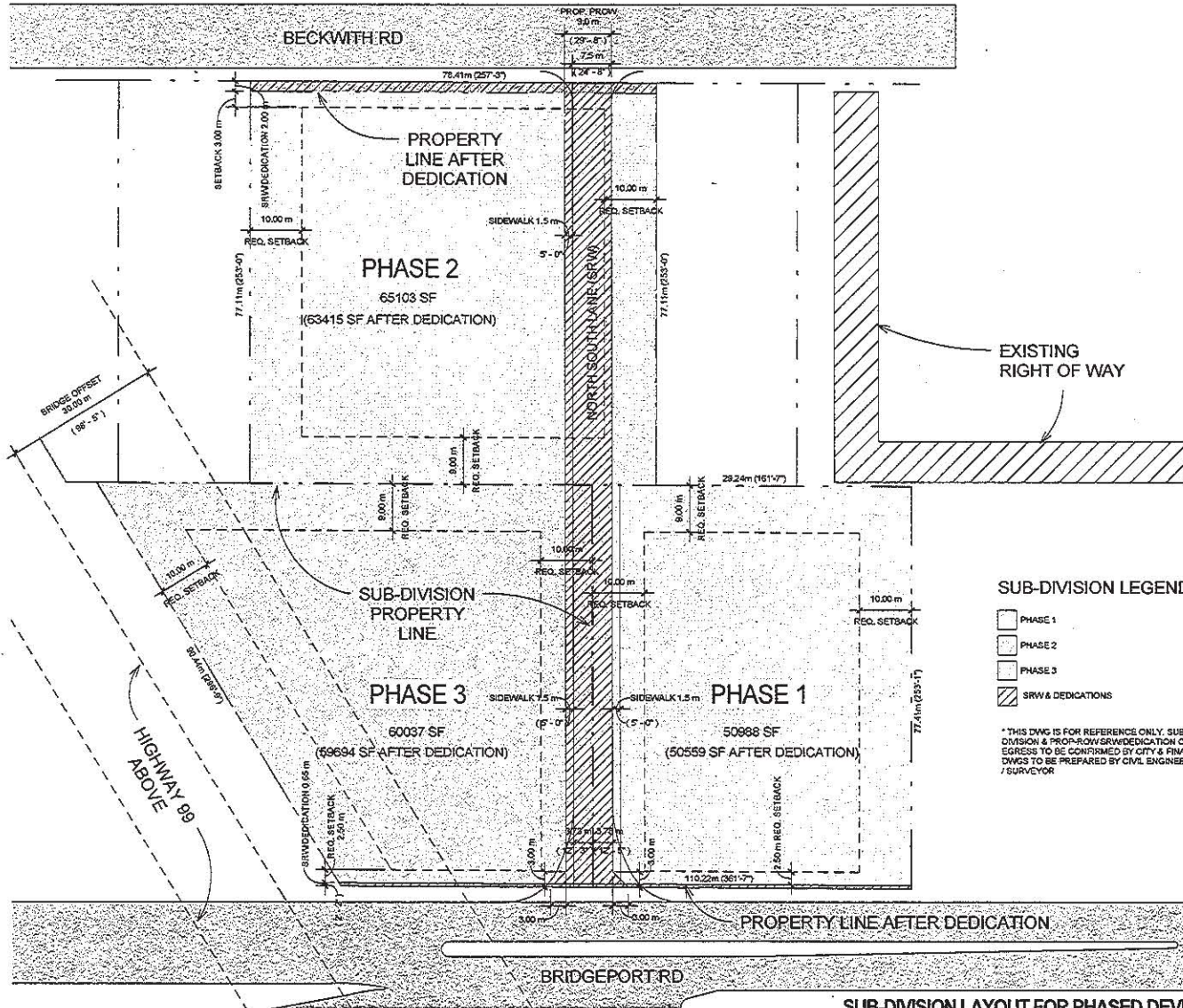
Every effort has been taken in the development of these three buildings to respect the OCP design guidelines, as well as to implement an environmentally friendly and sustainable design approach, while introducing strong design elements that will enhance the City's vision for future growth in this area. It is the intent of the project, with its landscaped site layout and proportionately articulated building masses, that combined with efficient land use that it in turn may become a landmark for the north Richmond area, to stand as a gateway to Richmond as one approaches from the north on Highway 99.

CONSULTANTS LIST:

OWNER / DEVELOPER	AMPAR VENTURES LTD 9751 NO. 6TH ROAD RICHMOND BC V6W 1E5 TEL: 604-277-8453
ARCHITECT:	IBI/HB ARCHITECTS 700-1285 W PENDER ST VANCOUVER BC V6E 4B1 TEL: 604-683-8797
LANDSCAPE ARCHITECT:	IBI GROUP 700-1285 W PENDER ST VANCOUVER BC V6E 4B1 TEL: 604-683-8797
TRANSPORTATION ENGINEERING	IBI GROUP 700-1285 W PENDER ST VANCOUVER BC V6E 4B1 TEL: 604-683-8797
CIVIL ENGINEER	CORE CONCEPT CONSULTING LTD 1268-13351 COMMERCE PARKWAY RICHMOND BC V6V 2X7 TEL: 604-249-5040
SURVEYOR:	STEPHEN D MILNER 102-5007 47A AVENUE DELTA BC V4K 1T9 TEL: 604-946-1788
GEOTECHNICAL:	GEOPACIFIC 215 - 1200 W. 73 AVENUE VANCOUVER BC V6P 6G5 TEL: 604-439-0922



2010-07-16 ISSUED FOR REZONING APPLICATION
2011-05-06 REISSUED FOR REZONING/DESIGN PANEL REVIEW
2011-09-30 REISSUED FOR REZONING APPLICATION



SUB-DIVISION LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- SRW & DEDICATIONS

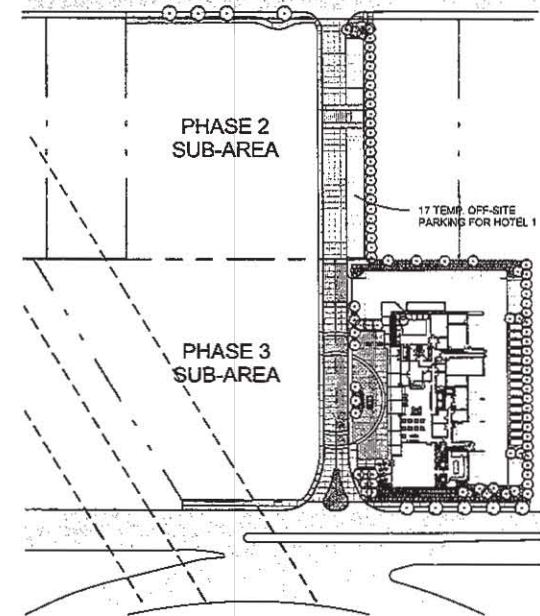
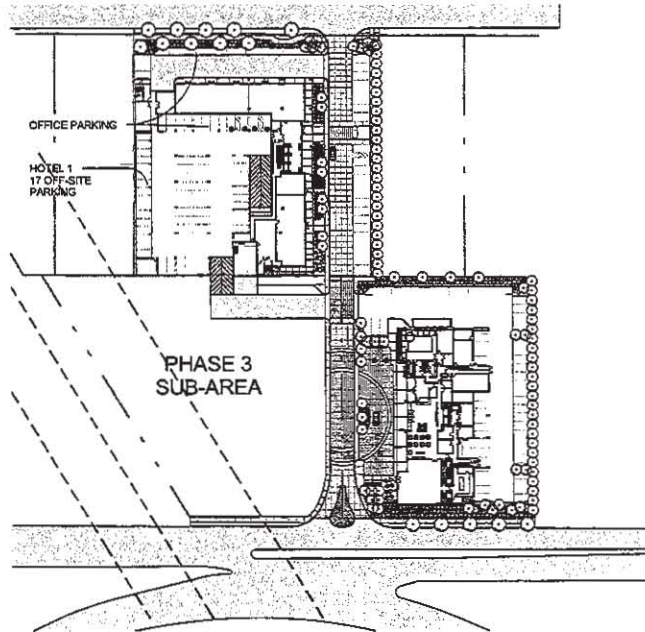
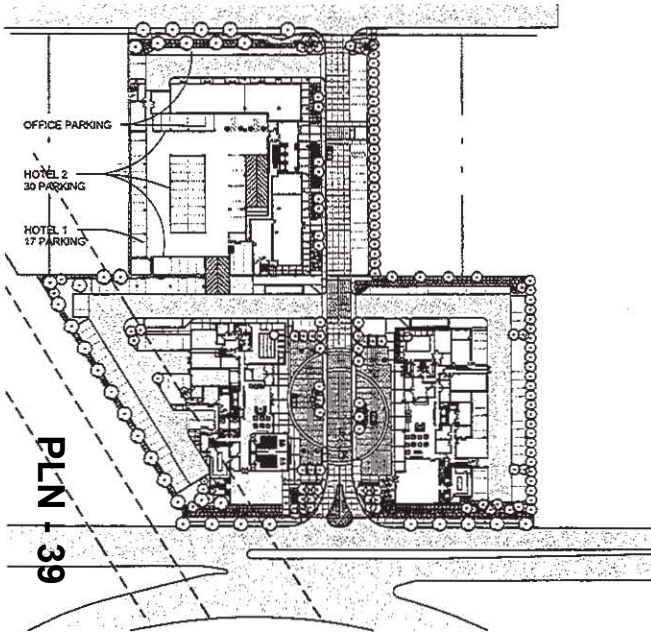
* THIS DWG IS FOR REFERENCE ONLY. SUB-DIVISION & PROP. ROW VERIFICATION OR EGRESS TO BE CONFIRMED BY CITY & FINAL DWGS TO BE PREPARED BY CIVIL ENGINEER / SURVEYOR

SUB-DIVISION LAYOUT FOR PHASED DEVELOPMENT



BRIDGEPORT HOTEL / BUSINESS CENTER

A 1007



PHASE 3-HOTEL 2	
SUB-DIVISION AREA:	60037 SF**
TOTAL PARKING REQUIRED:	109
TOTAL PARKING PROVIDED:	92*
* NOTE: 92 PARKING PROVIDED IN TOTAL, INCLUDES 62 ON SITE PARKING, PLUS 30 OFF SITE PARKING ON PH2 PARKING STRUCTURE. REFER TO SHEET A1102	
** SUB-DIVISION TO BE CONFIRMED BY CIVIL ENGINEER / SURVEYOR	

PHASE 2-BUSINESS CENTER	
SUB-DIVISION AREA:	65103 SF**
TOTAL PARKING REQUIRED:	315
TOTAL PARKING PROVIDED:	272*
* NOTE: 319 PARKING PROVIDED IN TOTAL, INCLUDING 272 PROVIDED FOR PHASE-2 BUSINESS CENTER, 17 PROVIDED TO ACCOMMODATE PARKING FOR PHASE-1, HOTEL 1; 30 PROVIDED TO ACCOMMODATE PARKING FOR FUTURE PHASE-3 HOTEL 2. REFER TO SHEET A1102	
** SUB-DIVISION TO BE CONFIRMED BY CIVIL ENGINEER / SURVEYOR	

PHASE 1-HOTEL 1	
SUB-DIVISION AREA:	50988 SF**
TOTAL PARKING REQUIRED:	83
TOTAL PARKING PROVIDED:	70*
* NOTE: 70 PARKING PROVIDED IN TOTAL, INCLUDES 53 ON SITE, PLUS 17 OFF SITE PARKING ON PHASE 2 SITE. OFF-SITE PARKINGS TO BE MOVED TO PH2 PARKING STRUCTURE UPON COMPLETION. REFER TO SHEET A1102	
** SUB-DIVISION TO BE CONFIRMED BY CIVIL ENGINEER / SURVEYOR	

BRIDGEPORT HOTEL / BUSINESS CENTER

BRIDGEPORT HOTEL & BUSINESS CENTER		
9451,9491,9511,9531,9551 Bridgeport RD. & 9440,9460,9480 Beckwith Rd.		
ZONING SUB-AREA	A EA-B; SUB AREA A2 (EXPECTING OVERLAP)	
SITE AREA (S.F.) (BEFORE DEDICATION)		176,128
SITE AREA (S.F.) (AFTER DEDICATION)		173,668
FAR ALLOWED (S.F.) (AFTER DEDICATION)	FSR 1.2 PER AREA-B (T4)	347,336
	TARGET FSR 2 (T5)	
FAR PROVIDED (S.F.)		314,422
	FSR	1.81
DIFFERENCE (S.F.)		32,914

AREA (FAR) SUMMARY			
	FSR (S.F.)	MEP/SERV (S.F.)	GROSS (S.F.)
HOTEL 01	79,377	4,516	83,893
HOTEL 02	106,414	5,407	111,821
BUSINESS CENTER	128,631	102,648	231,279
TOTAL	314,422	112,571	426,993

BIKE PARKING SUMMARY						
	CLASS 1		CLASS 2		TOTAL	
HOTEL 01	REQ	2	REQ	2	REQ	4
	PROV	2	PROV	2	PROV	4
HOTEL 02	REQ	2	REQ	2	REQ	4
	PROV	2	PROV	2	PROV	4
BUSINESS CENTER	REQ	28	REQ	42	REQ	70
	PROV	36	PROV	15	PROV	51
TOTAL	REQ	32	REQ	46	REQ	78
	PROV	40	PROV	19	PROV	59

As per City of Richmond Parking Bylaw Section 7, Table 7.7.2.3 General Parking Requirements & Table 7.9.4.1 Blended City Centre Parking Requirements for Zone 3.

- 1 space per 2 hotel guest bedrooms (ie 0.5 space per 1 hotel guest bedroom); plus
- 10 spaces per 100.0 m² of gross leasable floor area of building used for accessory restaurant, meeting/convention facilities, lounges and banquet hall purposes; plus
- 3 spaces per 500.0 m² of gross leasable floor area of building used for general or convenience retail.

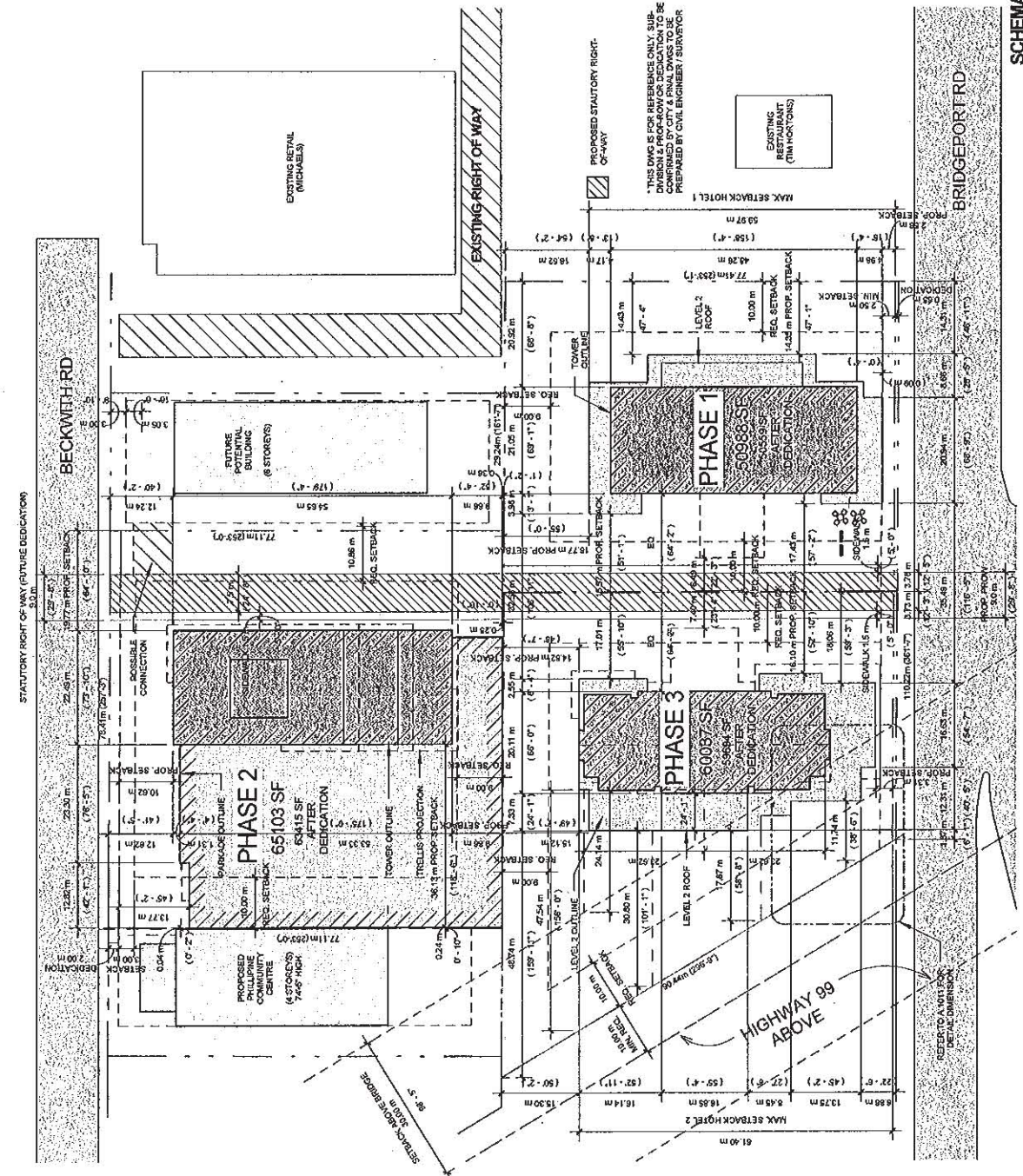
(Also on the first floor of the building, a rate of 4.4 spaces per 100.0 m² of gross leasable floor area of building would be applicable for retail, restaurants and office and on the second floor or above, a rate of 3 spaces per 100.0 m² of gross leasable floor area of building would be applicable.)

Note: Parking reduction assumed as per TDM 10% = shared parking 3% = 15% reduction in required parking, as per City of Richmond email comments dated April 27, 2011.

PARKING RATIO							
		REQUIRED BASED ON BYLAW	REQ. PARKING BASED ON SHARED OFFICE/HOTEL PARKING		REQ. PARKING WITH ALLOWANCE FOR SHARED PARKING & TDM MEASURES	PROPOSED PARKING TO BE PROVIDED	
			MON. TO FRI 8am TO 5pm	ALL OTHER TIMES		BY PHASE	TOTAL
HOTEL 01	BR. UNITS	63 (10.5 per/unit)	70% REDUCTION = 59	83	10% REDUCTION = 75	53	ON SITE
	CONFERENCE	7 (10 per/1076 SF)					
	RESTAURANT	9 (4.3 per/1076 SF)					
	LOUNGE & BREAKFAST	4 (4.4 per/1076 SF)					
	SUB-TOTAL	83					
HOTEL 02	BR. UNITS	84 (10.5 per/unit)	70% REDUCTION = 77	109	10% REDUCTION = 99	62	ON SITE
	RESTAURANT	8 (4.4 per/1076 SF)					
	CONFERENCE	15 (10 per/1076 SF)					
	LOUNGE & BREAKFAST	2 (4.4 per/1076 SF)					
	SUB-TOTAL	109					
BUSINESS CENTER	OFFICE SPACE	295 (3 per/1076 SF)	315	15% REDUCTION = 268	10% REDUCTION = 242	319	ON SITE
	MEETING	10 (3 per/1076 SF)					
	RESTAURANT	10 (4.4 per/1076)					
	SUB-TOTAL	315					
	TOTAL	507					



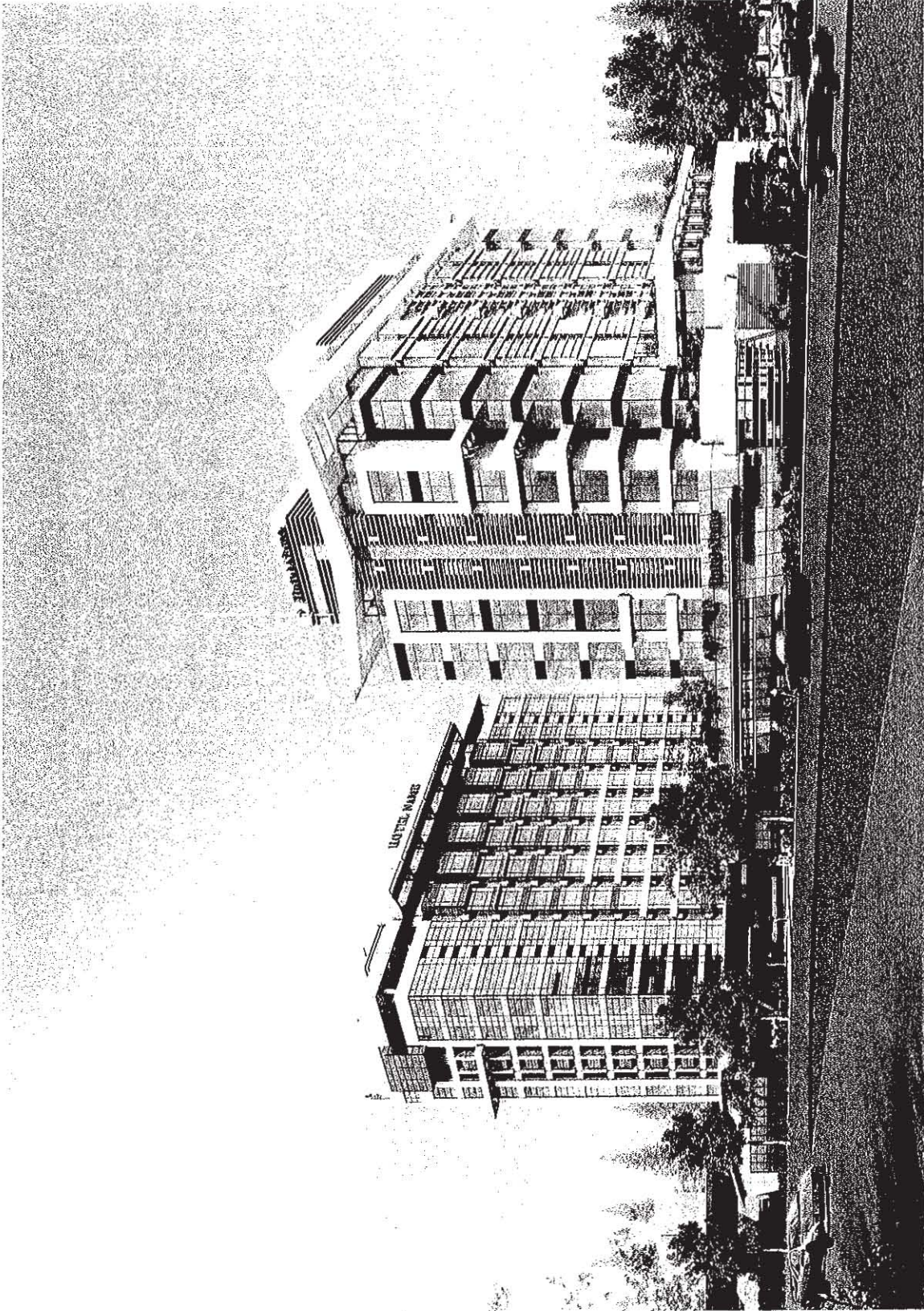
BRIDGEPORT HOTEL / BUSINESS CENTER



SCHEMATIC BUILDING SETBACK

1/32" = 1'-0"

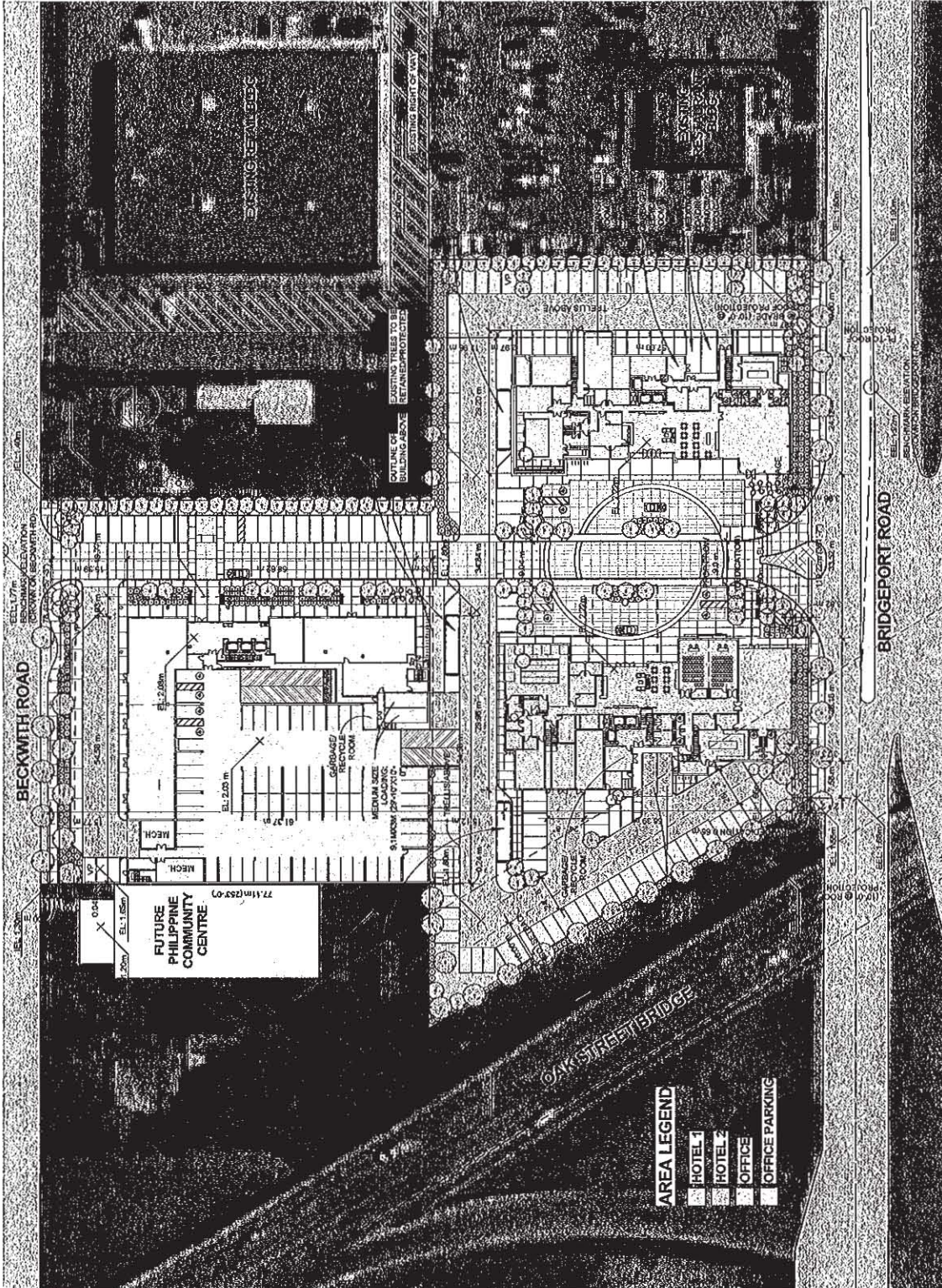
2011-09-30 REISSUED FOR REZONING





BRIDGEPORT HOTEL / BUSINESS CENTER

A-1102



SITE PLAN-GROUND FLOOR LAYOUT

1/32" = 1'-0"

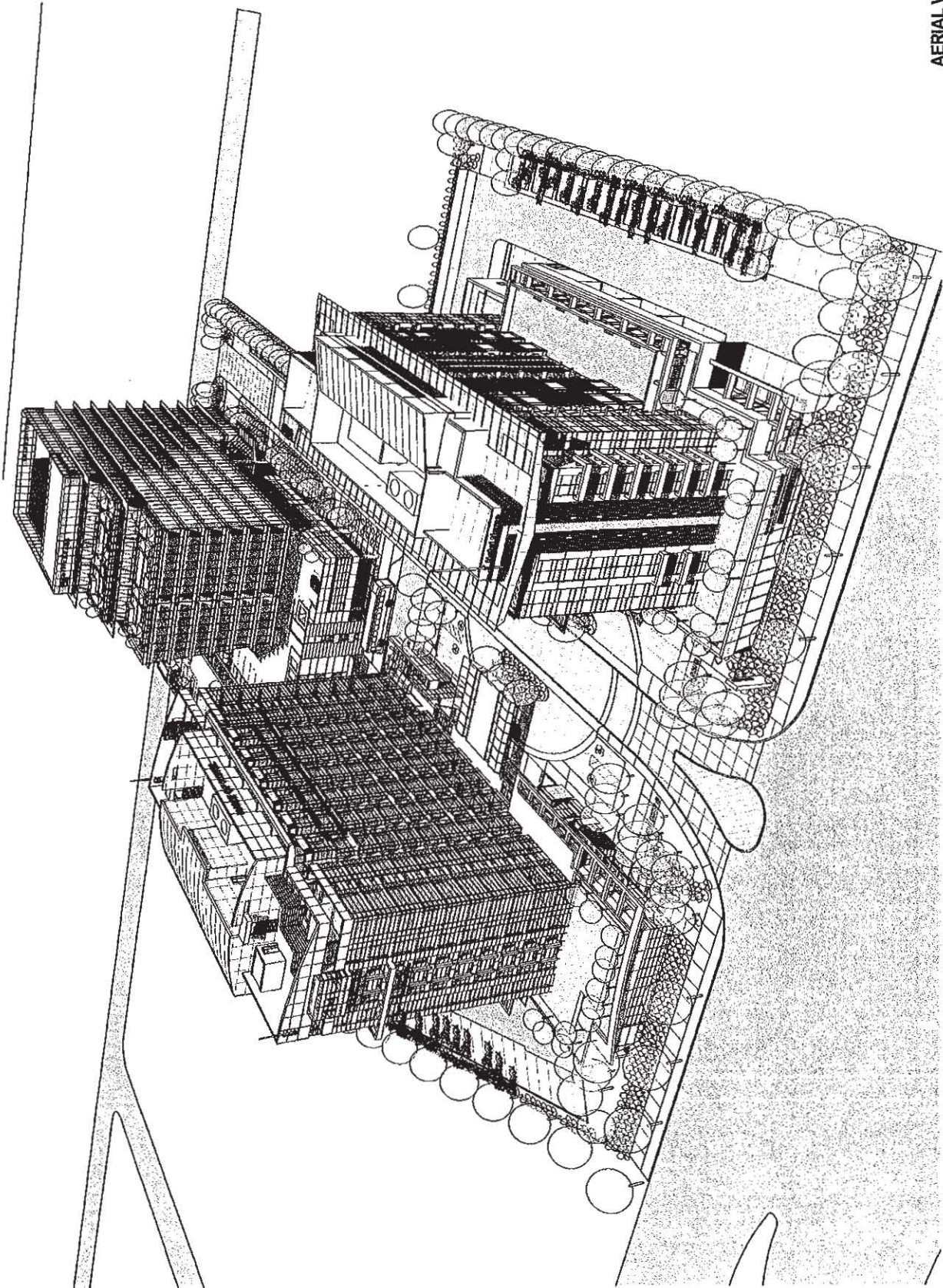
2011-06-30 REISSUED FOR REZONING



BRIDGEPORT HOTEL / BUSINESS CENTER

AERIAL VIEW 1 A 1601

NTS





**Richmond Official Community Plan Bylaw 7100
Amendment Bylaw 8767 (RZ 10-539048)
9451/9491/9511/9531/9551 Bridgeport Road and
9440/9460/9480 Beckwith Road**

The Council of the City of Richmond enacts as follows:

1. Richmond Official Plan Bylaw 7100, Schedule 2.10 (City Centre Area Plan) is amended by:
- a) Repealing the existing text in “3.2.2 Sub-Area A.2 Industrial Reserve – Limited Commercial” with regard to “A. Typical Distribution of Uses” and replacing it with the following:

- Ground Floor: light industry and, within 50 m (164 ft.) of designated street frontages, retail, restaurant, and hotel with the exception of 9451, 9491, 9511, 9531 and 9551 Bridgeport Road, which permits retail, restaurant and hotel uses to extend 65 m (213 ft.) from Bridgeport Road.
- Upper Floors: office, education (excluding provincial kindergarten to grade 12 programs), and within 50 m (164 ft.) of designated street frontages, restaurant and hotel with the exception of 9451, 9491, 9511, 9531 and 9551 Bridgeport Road, which permit retail, restaurant and hotel uses to extend 65 m (213 ft.) from Bridgeport Road.
- Parking: within or to the rear of the building and concealed from public view by non-parking uses or screened from public view by a landscape buffer at least 3 m (10 ft.) deep.

- b) Repealing the existing text in the “Specific Land Use Map: Bridgeport Village – Detailed Transect Descriptions” with regard to “Maximum Average Net Development Site Density” for “Urban Centre T4 (25m)” and replacing it with the following:

For Area A:

- 1.2

For Area B:

- 1.2, provided that:
 - a) the total floor area of non-industrial uses may not exceed that of industrial uses (excluding parking);
 - b) non-industrial uses do not share a common building entrance with industrial uses (excluding accessory uses).

Additional density, where applicable:

- Industrial Reserve – “Limited Commercial”: To be determined on a site specific basis via City development application processes
- 1.85, specifically for 9451/9491/9511/9531/9551 Bridgeport Road and 9440/9460/9480 Beckwith Road, provided that the total net floor area of non-industrial uses does not exceed 60% of the net floor area for the entire site.

- 2. This Bylaw is cited as **“Richmond Official Community Plan Bylaw 7100, Amendment Bylaw No. 8767”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

OTHER REQUIREMENTS SATISFIED

ADOPTED

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

MAYOR

CORPORATE OFFICER



**Richmond Zoning Bylaw 8500
Amendment Bylaw No. 8764 (RZ 10-539048)
9451/9491/9511/9531/9551 Bridgeport Road and
9440/9460/9480 Beckwith Road**

The Council of the City of Richmond enacts as follows:

1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting Section 23.10 thereof the following:

“23.10 Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)

23.10.1 Purpose

The zone provides for **light-industrial**, commercial support, **office**, **hotel** and other compatible uses.

23.10.2 Permitted Uses

- **industrial, general**
- **office**
- **hotel**
- **parking, non-accessory**

23.10.3 Secondary Uses

- **manufacturing, custom indoor**
- **education, commercial**
- **entertainment, spectator**
- **health services, minor**
- **recreation, indoor**
- **restaurant**
- **retail, convenience**
- **retail, general**
- **service, personal**
- **studio**
- **veterinary clinic**

23.10.4 Permitted Density

1. The maximum **floor area ratio** of the **site** is 1.85, except for **non-accessory parking** which has no maximum **floor area ratio**.
2. Notwithstanding Section 23.10.4.1, the maximum floor area of **hotel** and related **secondary uses** is limited to 7,374.4 m², unless a minimum of 11,950.2 m² of combined **light industrial**, **office** and related **secondary uses**, exclusive of **non-accessory parking**, is provided in a **building** on the **site**.
3. **Hotel** and related **secondary uses** shall not exceed 60% of the floor area, exclusive of **non-accessory parking**, provided on the **site**.

4. For the purposes of Section 23.10.4 the maximum **floor area ratio** shall be calculated based on the maximum **site area** of 16,134.3 m² regardless of **subdivision**.

23.10.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 50% for **buildings**.

23.10.6 Yards & Setbacks

1. The minimum **setback** from Bridgeport Road is 2.5 m.
2. The minimum **setback** from Beckwith Road is 3.0 m.
3. The minimum **setback** from the Highway 99 is 10.0 m.
4. The minimum **setback** from a **side lot line** is 10.0 m.
5. The minimum **setback** from a **rear lot line** is 9.0 m.
6. **Enclosed parking** may project into the **side yard** or **rear yard** up to the **property line**, provided that the **structure** is specified in a Development Permit approved by the **City**.

23.10.7 Permitted Heights

1. The maximum **height** for **buildings** is 47.0 m geodetic.
2. The maximum **height** for **accessory buildings** and **accessory structures** is 12.0 m.

23.10.8 Subdivision Provisions/Minimum Lot Size

1. There are no minimum **lot width**, **lot depth** or **lot area** requirements.

23.10.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided in accordance with the provisions of Section 6.0.

23.10.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

23.10.11 Other Regulations

1. **Buildings** containing **hotel** and related **secondary uses** must be located within 65m of Bridgeport Road.
2. **Telecommunication antenna** must be located a minimum of 20.0 m above the ground.
3. The **first storey** of any **building** located more than 65 m from Bridgeport Road is restricted to **industrial, general** and related **secondary uses**.
4. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."

2. 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 **Light-Industrial, Office and Hotel (ZI10) – Bridgeport Village (City Centre)**:

P.I.D. 003-665-623

Parcel "231" Except: Part now Highway on Statutory Right of Way Plan 67635; Section 22 Block 5 North Range 6 West New Westminster District Reference Plan 65748

P.I.D. 011-197-170

East 82 Feet Lot 5 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125

P.I.D. 004-070-402

West Half Lot 6 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125

P.I.D. 004-254-899

East Half Lot 6 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125

P.I.D. 004-887-018

West 76 Feet Lot 7 Section 22 Block 5 North Range 6 West New Westminster District Plan 6125

P.I.D. 000-659-606

Lot 22 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931

P.I.D. 004-085-388

Lot 21 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931

P.I.D. 003-653-161

Lot 20 Section 22 Block 5 North Range 6 West New Westminster District Plan 8931

3. This Bylaw is cited as "Richmond Zoning Bylaw 8500 Amendment Bylaw 8764".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

OTHER REQUIREMENTS SATISFIED

ADOPTED

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

MAYOR

CORPORATE OFFICER



To: Planning Committee **Date:** October 17, 2011
From: Brian J. Jackson, MCIP **File:** RZ 11-562929
 Director of Development
Re: **0901551 BC LTD. has applied to the City of Richmond for permission to rezone 7331 Bridge Street and 9571 General Currie Road from Single Detached (RS1/F) to Single Detached (ZS14) in order to create 9 single family lots.**

Staff Recommendation

1. That Bylaw 8816 for the text amendment of Permitted Density section of the "Single Detached (ZS14) – South McLennan (City Centre)" zone, be introduced and given first reading.
2. That Bylaw No. 8805, for the rezoning of 7331 Bridge Street and 9571 General Currie Road "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)", be introduced and given first reading.

Brian J. Jackson, MCIP
 Director of Development
 (604-276-4138)

Att.

FOR ORIGINATING DEPARTMENT USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Real Estate Services.....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Affordable Housing	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Staff Report

Origin

0901551 BC Ltd. has applied to rezone 7331 Bridge Street and 9571 General Currie Road (**Attachment 1**) from "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)" in order to permit a nine (9) lot single-family subdivision fronting onto Bridge Street, General Currie Road and the backstreet known as Armstrong Street (**Attachment 2**).

The development will dedicate lands to facilitate the construction of Armstrong Street, starting from and connecting to General Currie Road. The development will also facilitate the anticipated road and frontage improvements to General Currie Road between Bridge Street and Armstrong Street. Not only will these improvements allow vehicle access to the proposed nine (9) lots but will provide a long awaited connection to the north-south Armstrong Street in accordance with the neighbourhood plan.

The applicant wishes to purchase the western half of 9571 General Currie from the City and incorporate this land as part of the proposed nine (9) lot subdivision. Details of this transaction are provided in a separate report supplied by the Manager of Real Estate Services. A minor text amendment to the density section of the ZS14 zone is included in with this proposal to allow consistency to existing single family zones when larger sized lots are proposed.

Findings of Fact

Please refer to the attached Development Application Data Sheet (**Attachment 3**) for a comparison of the proposed development data with the relevant Bylaw requirements.

Surrounding Development

To the North: A Single Detached lot at 7291 Bridge Street zoned "Single Detached (RS1/F)".

To the East: Across Bridge Street, Single Detached lots at 7320 Bridge Street, zoned "Single Detached (ZS14) – South McLennan (City Centre)" and two Single Detached Lots at 7360 and 7380 Bridge Street, zoned "Single Detached (ZS15) – South McLennan (City Centre)"; and

The eastern half of 9751 General Currie Road and 7351 Bridge Street with a Single Detached Dwelling on each lot zoned "Single Detached (RS1/F)".

To the South: Across General Currie Road, a Single Detached lot at 7411 Bridge Street zoned "Single Detached (RS1/F)".

To the West: Four Single Detached Lots (7360 – 7420 Ash Street) zoned "Single Detached (RS1/F)".

Related Policies & Studies

Official Community Plan

Official Community Plan (OCP) designation: McLennan South Sub-Area Plan, Schedule 2.10D. The proposal conforms with the relevant policies contained within the OCP.

McLennan South Sub-Area Plan

OCP Sub-Area Land Use Map (**Attachment 4**): Residential, “Historic Single-Family”, two and a half storeys maximum, with a maximum density of 0.55 F.A.R. The proposal conforms to the issues and polices contained within the plan.

Floodplain Management Implementation Strategy

In accordance with the City’s Flood Management Strategy, the minimum allowable elevation for habitable space is 2.9 m GSC or 0.3 meters above the highest crown of the adjacent road. Prior to final adoption of this rezoning application, a Flood Indemnity Covenant is to be registered on title when 7331 Bridge Street and 9751 General Currie Road are consolidated.

OCP Aircraft Noise Sensitive Development (ANSD) Policy

The subject site is not located within the OCP ANSD policy area and is not subject to noise mitigation measures and the registration of an Aircraft Noise Sensitive Use Restrictive Covenant.

Affordable Housing Strategy

In accordance with the City’s Affordable Housing Strategy, the applicant can provide a Single Family house with a secondary suite to at least 50% of the new lots, or provide a voluntary contribution to the Affordable Housing Reserve Fund in the amount of \$1.00 per square foot of maximum allowable density. Details of this is outlined later in this report.

Public Input / Consultation

The rezoning application complies with the public consultation component of the Official Community Plan (OCP). A notice board is posted on the subject property to notify the public of the proposed development and no public comments have been received to date. Should this application receive first reading, a public hearing will be scheduled when final comments from the public will be presented.

Staff Comments

Drawings for the proposed subdivision are enclosed for reference (**Attachment 2**). Separate from the rezoning process, the applicant is required to submit separate applications for a Servicing Agreement and Subdivision. As this proposal is intended to subdivide two parcels into nine (9) Single Detached lots, no Development Permit is required for Single Family homes.

Analysis

The analysis is set out to clarify the proposed text amendment to Zoning Bylaw 8500 and the rezoning Bylaws.

Proposed text amendment to “Single Detached (ZS14) – South McLennan (City Centre)” (Section 15.14)

This amendment is intended to provide consistency in the size of single family homes allowed on larger lots zoned ZS14.

The current zone identifies a maximum allowable Floor Area Ratio (FAR) of 0.55 regardless of lot area which permits larger homes than other single detached zone areas. In other cases, single family zones allow for an FAR of 0.55 up to 5,000 ft² (464.5 m²) of lot size. For lots exceeding 5,000 ft² in size, an additional 0.3 FAR is permitted to make up the difference in lot area. The ZS14 zone currently does not reduce the maximum FAR on lots in excess of 5,000 ft² like other

single detached zones. This proposed change will provide greater consistency for the size of single family homes constructed on large lots zoned ZS14.

As the existing structure at 9571 General Currie Road is affected by the sale of the western portion of the property and subsequent decrease in lot size, the total area of the house would not meet the density requirements of this amendment. Therefore a site specific amendment to this address is added to allow the resulting density of this house to comply with Zoning Bylaw 8500. This site specific amendment will not result in this structure being out of character with other existing houses in the area.

Proposed Zoning to “Single Detached (ZS14) – South McLennan (City Centre)”

The proposal to develop single family homes is consistent with the McLennan South Sub-Area Plan that establishes minimum lot sizes (**Attachment 4**). To maintain the “country estate” character of design that is identified in the Plan, the policy permits lot widths of at least 18 meters for properties fronting Bridge Street and at least 11.3 meters wide lots for back streets such as Armstrong. The proposal also meets the minimum lot area requirements as per policy and the proposed zoning regulation. No amendments to the OCP or the Zoning Bylaw are necessary.

Sale of the western portion of 9571 General Currie Road

9571 General Currie Road is a 2,345 m² (25,241 ft²) City owned piece of land located between Ash Street and Bridge Street, and consists of a house on the eastern portion of the lot with the remaining western half sitting vacant. The applicant wishes the purchase of the western half of the property to create this nine (9) lot proposal, with the western half of the site making up most of lot 6 and all of lots 7 and 8 (**Attachment 2**). The proposed Lot 9 is where the existing structure of 9571 General Currie Road sits, and will remain under City ownership.

A separate report by the Manager of Real Estate Services outlining the sale of this portion of land will be considered concurrently with the report.

Transportation and Site Access

To manage the expected population growth in the South McLennan area, the Sub-Area Plan outlines a series of new roads to facilitate the creation of new single family lots to the neighbourhood. The proposed subdivision conforms to the neighbourhood plan with the introduction of Armstrong Street to this part of the neighbourhood. The proposed connection to the existing part of General Currie Road will allow vehicular access to each individual lot being proposed from all street frontages identified within the proposal.

To facilitate the development of Armstrong Street, the subdivision proposal includes a nine (9) meter wide land dedication from the western edge of both properties. This dedication and the construction of this street will result in a half-width road upon completion, with the remaining half completed when the properties to the west are ready for redevelopment and an application for rezoning and/or subdivision is received.

Because this section of Armstrong Street is being introduced on this block, the nine (9) meter dedication does not provide sufficient road area when taking into account of the curb and gutter, grass and treed boulevard and sidewalk for vehicles to manoeuvre for the undetermined length of time this half road will be in existence. To help with this function, a one meter wide Public Access Right-of-Way (ROW) will be registered within the new property line along the western edge of the proposed lots. The purpose of this is to ensure a functional road width is available before the full road is completed when the properties to the west are redeveloped. The

registration of the ROW will allow the sidewalk to be placed within its boundary, with the other frontage improvements leaving enough paved road left over to ensure this desired functionality.

Frontage improvements along General Currie and Bridge Street is not limited to the subject properties, but will include the lot at the corner of Bridge Street and General Currie Road (7351 Bridge Street) as well. This will have a greater benefit to the corner as these improvements include the standard curb and gutter, grass and treed boulevard and sidewalk. Access to the existing structure on 9751 General Currie Road will remain during the construction period.

Trees

An Arborist report and tree survey (**Attachment 5**) have been submitted and reviewed by City staff for the purpose of assessing the existing trees on the subject property for either their removal or retention. It should be noted that trees located within the future road development of Armstrong Street were not assessed as the construction of the road will necessitate their removal.

The report identifies 49 on-site trees that meet the size requirements for protection under the Bylaw. Given the condition of the trees, the location within the footprint and the requirement to meet the ground elevations for flood protection, all 49 trees have been identified for removal. There are three (3) off-site trees located on the site to the south at 7351 Bridge Street that affect the subject site and are intended to be protected during the construction period.

City staff conducted a site visit and concur with the report that of the 49 existing trees on site, none are good candidates for retention due to poor health or that their location is within the development footprint. The three (3) off-site trees located on the neighbour’s property will require retention and protection during the construction period.

Of the 49 trees under consideration, nine (9) are located within the land dedication for the development of Armstrong street. As these trees are located within an area that has been considered for road development in accordance with the neighbourhood plan, they are not candidates for replacement.

Tree Summary Table

Item	Number of Trees	Tree Compensation Rate	Tree Compensation Required	Comments
Total On Site Trees	49	-	-	-
Within Right of Ways for New Roads.	9	0	0	Located within excavation and construction zones for road works.
Within private property	40	2:1	80	To be removed, due to conflicts with proposed building locations, driveways, or poor health or structure of the trees.
Trees To be Retained	3 (off-site)	-	-	To be protected during construction.

In accordance with City policy, a 2:1 tree replacement ratio is required. Of the 40 trees that are to be removed, 80 will need to be planted in replacement. As this results in an average of approximately ten (10) replacement trees per lot, and given the various lot sizes being proposed with this application, this average number of trees would take up substantial space and limit developable area – especially in the smaller lots. Because of this, staff is recommending the optimum number of trees be planted on the following lots to help ensure the survival of the trees in the younger years. As displayed in the chart below, the optimum number of trees per lot is shown with the total number of trees to be planted is 33. The remaining number of trees can be

provided through a voluntary payment towards the City’s Tree Compensation Fund which the applicant has agreed to provide. As the applicant is to be providing a large amount of street frontage improvements beyond the scope of their properties, a reduction in the potential number of trees that would be planted within the required boulevard is being counted as part of their tree planting schedule. Upon an estimation that eleven (11) trees could potentially be planted on the boulevard fronting 7351 Bridge Street and the eastern half of 9571 General Currie Road, will result in a 36 tree shortfall. Therefore, based on a payment of \$500 per tree, the total contribution to the Tree Compensation Fund is \$18,000.00.

Number of Trees to be Planted per Lot

Proposed Lot Numbers	Proposed Lot Size	Number of trees	
1 & 2	798.3m ² and 781.3m ² (respectively)	6 per lot (12 trees)	33 total trees
3, 4 and 5	526.9m ² , 526.9m ² and 514.4m ² (respectively)	4 per lot (12 trees)	
6, 7 and 8	321.6m ² , 331.5m ² and 334.5m ² (respectively)	3 per lot (9 trees)	
9	1,042.8m ²	Existing structure on City land. No additional trees necessary.	
Summary	<p align="center">80 trees required</p> <p align="center">33 new trees to be planted on the proposed lots</p> <p align="center">47 tree shortfall</p> <p align="center">11 trees to be planted off site due to frontage improvements on property beyond the scope of this application = 36 tree shortfall (to be paid cash-in-lieu)</p>		

The new street trees are to be planted in accordance with the Servicing Agreement, along the boulevards fronting Bridge Street, General Currie Road and Armstrong Street. As the existing street trees fronting the neighbouring property at 7351 Bridge Street are to be retained, the Servicing Agreement trees are to take these trees into consideration in the design.

The existing wood fence and hedge that separate the western 33 meters of 9751 General Currie Road from the eastern half are to remain, and to provide a physical separation and visual screening between the proposed Lots 6, 7 and 8 from the proposed Lot 9 (**Attachment 2**). This is secured through the landscaping security that is to be provided by the applicant prior to the adoption of this rezoning bylaw. The security will be held for at least one year after final inspection is complete to ensure the landscaping is complete and all the road works are done in accordance with the servicing agreement.

As a condition of rezoning, the applicant is to submit a contract with a Certified Arborist for supervision of any on-site works for the protection of the hedge that is to be retained and is shared between the developer (proposed lots 6,7,8) and the City (proposed lot 9). 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.

Affordable Housing

In accordance with the Affordable Housing Strategy, the applicant has opted to provide a voluntary contribution of \$1 per buildable square foot of density for all new lots in relation to the proposed zone. This voluntary contribution amount to the Affordable Housing Reserve Fund is \$22,963.00, and is payable prior to the adoption of this rezoning application.

Utilities and Site Servicing

Engineering has reviewed the submitted servicing plans and have determined that:

- No upgrades are required for water supply;
- No upgrades are required for sanitary services; and
- Upgrade the existing storm system to 600mm on Bridge Street.
- Extension of water and sanitary lines to service the new lots fronting Armstrong Street is required.

Information to this effect will be outlined on the forthcoming Servicing Agreement.

Servicing Agreement and Subdivision

The applicant is required to make a separate application for a Servicing Agreement. This agreement will outline the frontage improvements on Bridge Street and half road construction and frontage improvements to General Currie Road and Armstrong Street that will be undertaken by the developer. Some of the improvements include but are not limited to:

- Frontage improvements to Bridge Street from the north property line of 7331 Bridge Street to General Currie Road. The street trees fronting 7351 Bridge Street are to be retained and the frontage design are to take these trees into consideration of its design.
- Paving of a half road of General Currie Road with frontage improvements from Bridge Street to the western property line of 9571 General Currie Road.
- A 9.0 meter land dedication for the half- road development and frontage improvements for Armstrong Street from General Currie Road to the north property line of 7331 Bridge Street.
- After the 9.0 meter wide land dedication above, the registration of a 1.0 meter wide Public Access Right-Of-Way (ROW) directed east of the new western property line. The ROW is to contain the new sidewalk as part of the frontage improvements listed above
- Frontage improvements to include curb and gutter, boulevard and sidewalk in accordance with City standards along Bridge Street, General Currie Road and Armstrong Street that connect the subject properties.
- Offsite works such as water, storm and sewer to the individual lots, and a watermain and sanitary sewer extension along General Currie Road to Armstrong Street.

It is anticipated that the applicant will be making a separate application for subdivision upon receiving third reading.

Financial Impact

None expected.

Conclusion

The Bylaw amendment to Section 15.14 of Zoning Bylaw 8500 is intended to keep the consistency to the size of single family homes in the City. The current zone would allow a larger home on lots exceeding 5,000 ft² than other lots of similar size but zoned differently.

The developer is proposing to rezone the subject site to a nine (9) lot single family subdivision in the South McLennan area at 7331 Bridge Street and 9571 General Currie Road. The applicant wishes to purchase the western 33 meters of this City owned property at 9751 in order to create this subdivision and is the topic of a separate report from the Manager of Real Estate Services. The proposed subdivision meets the requirements of the lot sizes contained in the OCP (McLennan South Neighbourhood Plan) as well as the zoning requirements set out in the "Single

Detached (ZS14) – South McLennan (City Centre)” zone. Staff recommend that rezoning application RZ 11-562929 proceed to first reading.



David Johnson
Planner
(604-276-4193)

DJ:cas

- Attachment 1: Location Map
- Attachment 2: Survey proposal of the subdivision
- Attachment 3: Development Application Data Sheet
- Attachment 4: McLennan South Sub-Area Land Use Map
- Attachment 5: Tree Survey Map
- Attachment 6: Conditional Rezoning Requirements

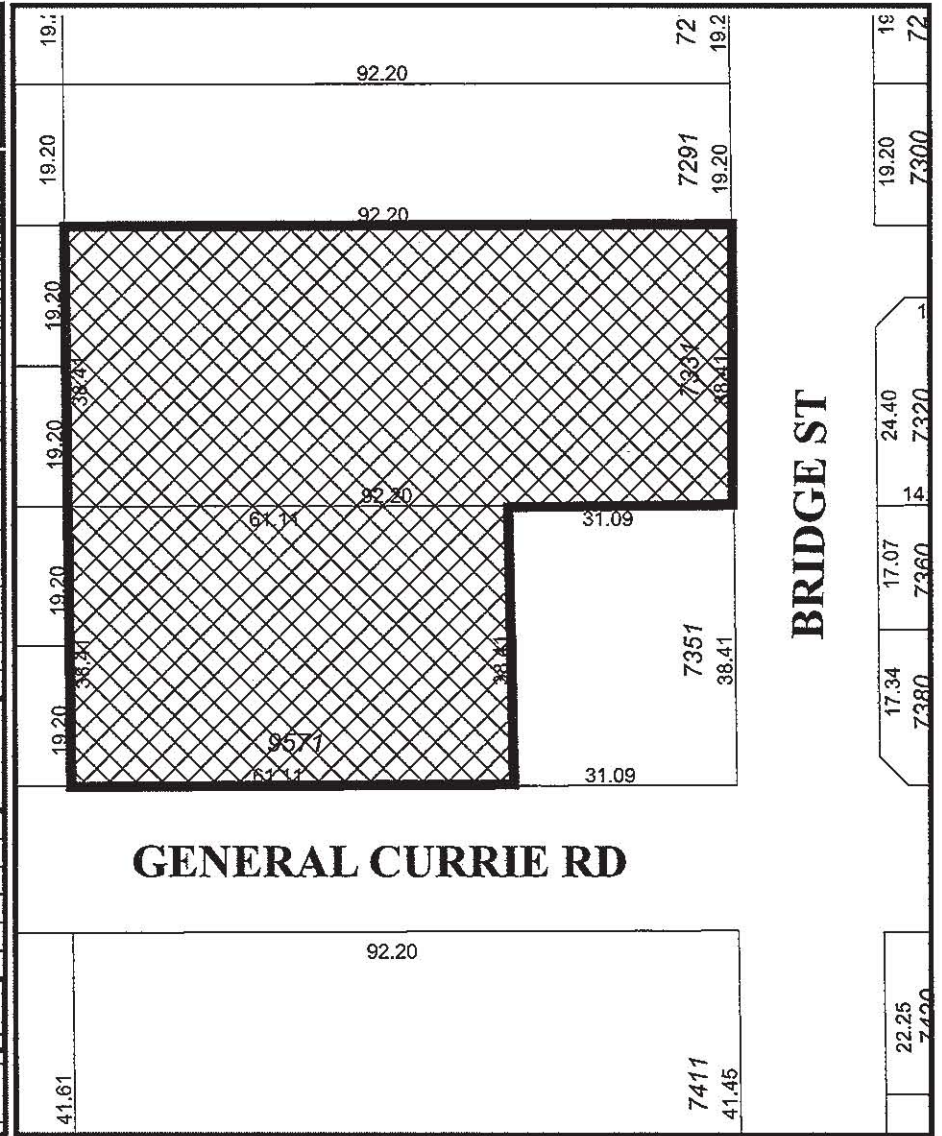
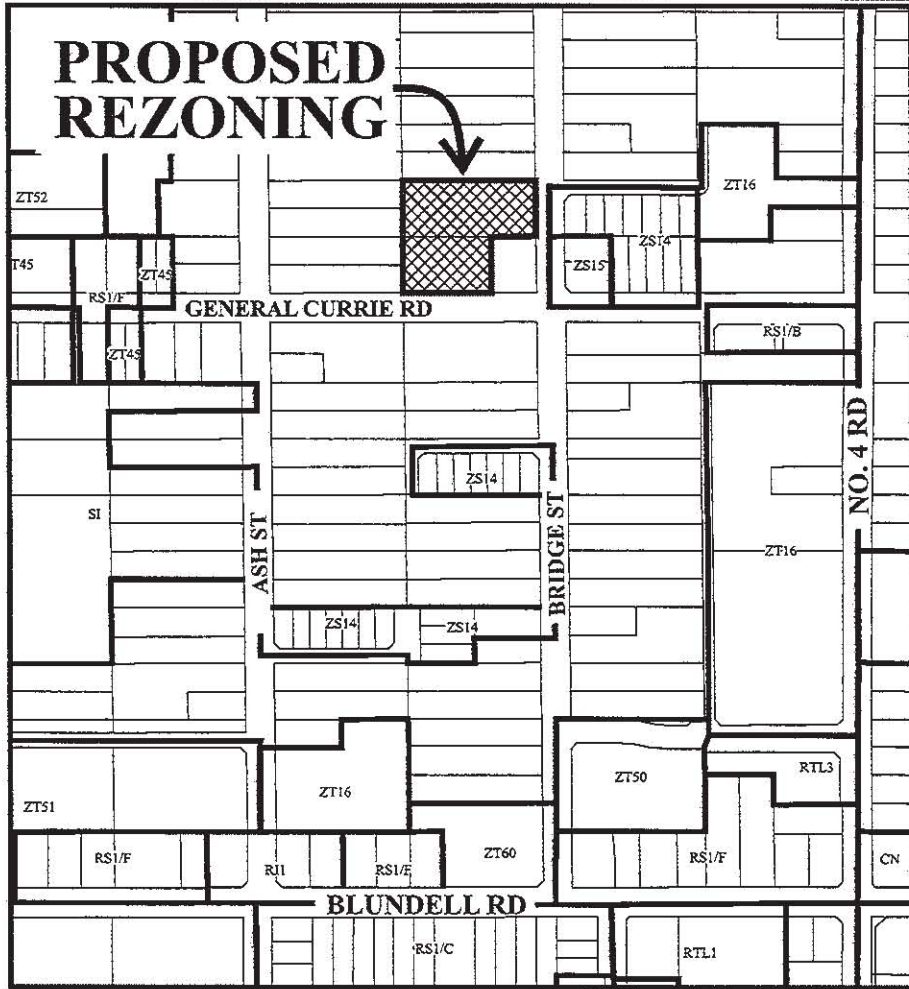


City of Richmond

PROPOSED REZONING



69 - PLN - 59



RZ 11-562929

Original Date: 02/25/11
 Revision Date: 08/30/11
 Note: Dimensions are in METRES

ATTACHMENT 1



**SUBJECT
PROPERTY**

GENERAL CURIE RD

ASH ST

BRIDGE ST

NO. 4 RD

BLUNDELL RD



RZ 11-562929

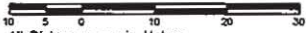
Original Date: 02/25/11

Revision Date:

Note: Dimensions are in METRES

**PRELIMINARY SUBDIVISION PLAN OF
 LOT 11 EXCEPT: THE EAST 102 FEET, AND OF LOT 12,
 BOTH OF BLOCK 'C', SECTION 15, BLOCK 4 NORTH, RANGE 6 WEST,
 NEW WESTMINSTER DISTRICT PLAN 1207.**

SCALE 1:500

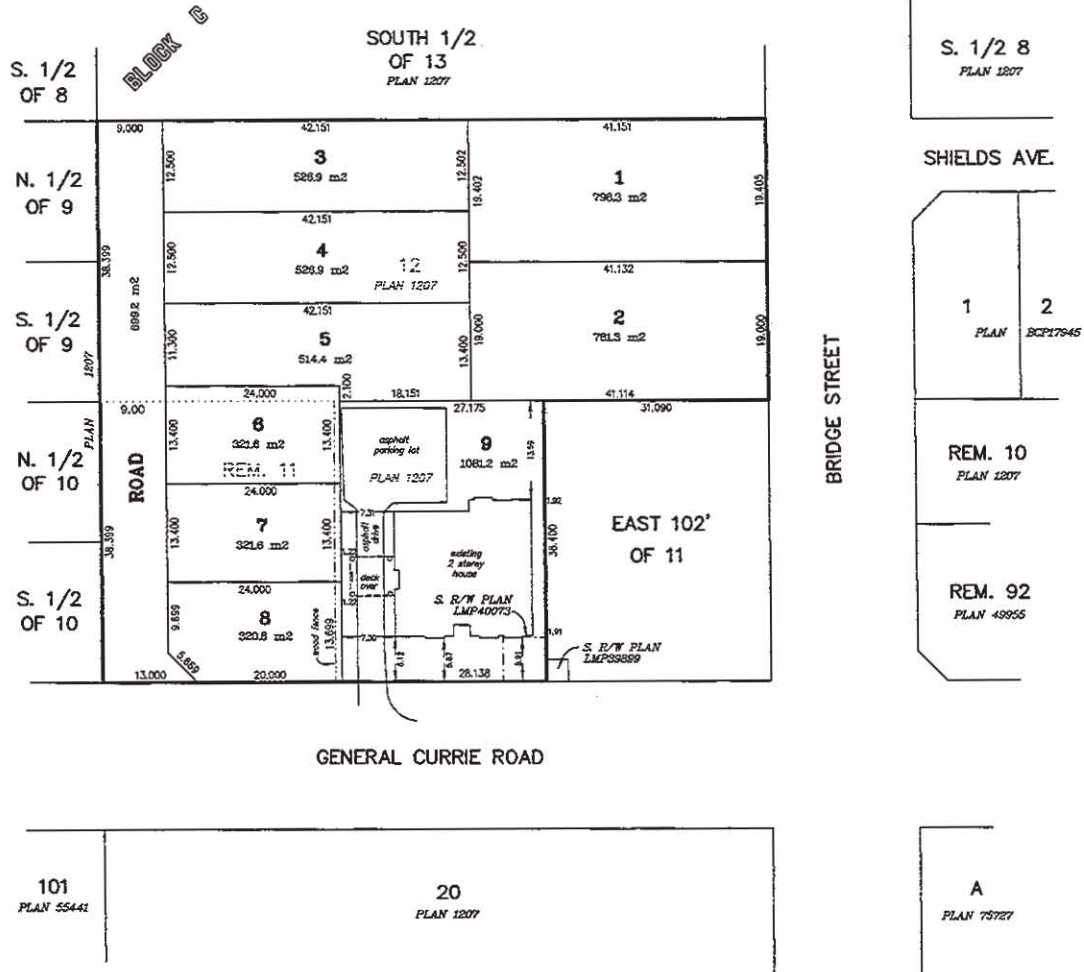


All Distances are in Metres.

CIVIC ADDRESS	CIVIC ADDRESS
9571 GEN. CURRIE ROAD	7331 BRIDGE STREET
RICHMOND, B.C.	RICHMOND, B.C.
P.I.D. 003-598-582	P.I.D. 013-819-283



PLAN - 61





City of Richmond

6911 No. 3 Road
 Richmond, BC V6Y 2C1
 www.richmond.ca
 604-276-4000

**Development Application
 Data Sheet**

RZ 10-545529

Address: 7331 Bridge Street and 9571 General Currie Road

Applicant: 0901551 BC LTD.

Planning Area(s): City Centre Area, McLennan South Sub-Area Plan (Schedule 2.10D)

	Existing	Proposed
Owner:	0901551 BC LTD.	Same
Site Size (m²): (by applicant)	5,877.5 m ²	5,187.3 m ² <ul style="list-style-type: none"> The gross site area is reduced by a 9.0 m (29.5 ft.) wide dedicated right-of-way (Armstrong Street) along the subject site's west edge for road and frontage construction, complete with 4 m x 4 m corner cut at General Currie Road.
Land Uses:	Single-family residential	No change
OCP Designation:	Residential	No change
Area Plan Designation:	Residential, Historic Single-Family" 2 1/2 storeys max. - 0.55 floor area ratio (FAR)	No change
Zoning:	Single-Family Housing District, Subdivision Area F (R1/F)	Single Detached (ZS14) – South McLennan (City Centre)
Number of Units:	1 single-family dwelling per lot	No change, but over 9 lots

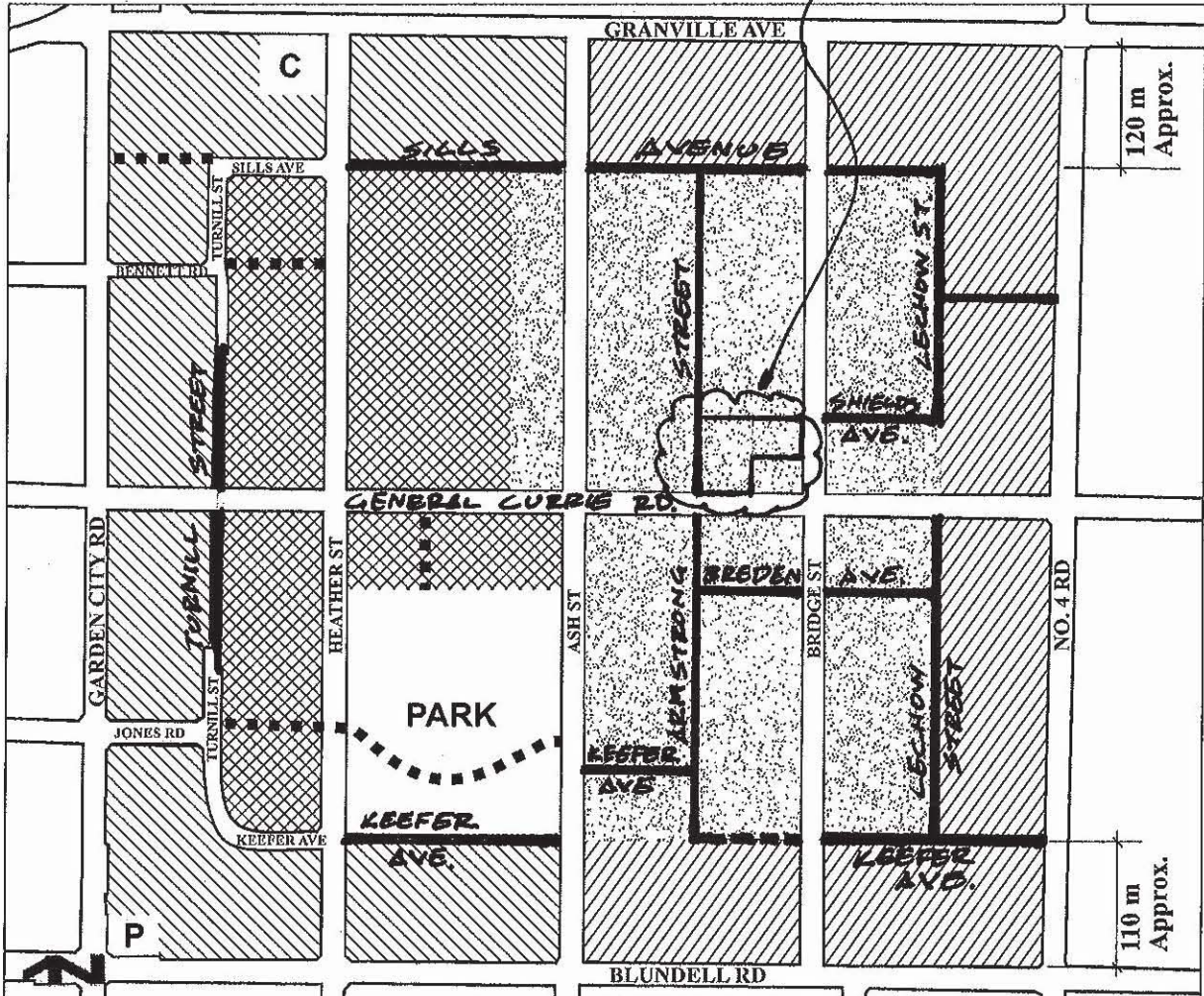
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55 FAR, plus additional areas for covered areas, off-street parking, and floor area above garage	0.55 F.A.R.	none permitted
<u>Bridge Street</u> Minimum Lot Area Minimum Lot Width Minimum Lot Depth	550.0 m ² 18.0 m (wide) N/A (depth)	781.3 m ² (Lot 2) 19.0m (wide) 41.1 m (depth)	none
<u>Armstrong Street and General Currie Road</u> Minimum Lot Area Minimum Lot Width Minimum Lot Depth	320 m ² 11.3 m (13.0 m corner lot) (wide) 24.0 m (depth)	320.8 m ² (Lot 8) 11.3 m (13.7 corner lot) (wide) 24.0 m (depth)	none






City of Richmond

Land Use Map

Bylaw 7892
2005/04/18

SUBJECT SITE



 Residential, Townhouse up to 3 storeys over 1 parking level, Triplex, Duplex, Single-Family 0.75 base F.A.R.	 Residential, Historic Single-Family, 2 ½ storeys maximum 0.55 base F.A.R, Lot size along Bridge and Ash Streets: <ul style="list-style-type: none"> • Large-sized lots (e.g. 18 m/59 ft. min. frontage and 550 m²/ 5,920 ft² min. area) Elsewhere: <ul style="list-style-type: none"> • Medium-sized lots (e.g. 11.3 m/ 37 ft. min. frontage and 320 m²/ 3,444 ft² min. area), with access from new roads and General Currie Road; Provided that the corner lot shall be considered to front the shorter of its two boundaries regardless of the orientation of the dwelling.	 Trail/Walkway C Church P Neighbourhood Pub
 Residential, 2 ½ storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single-Family 0.60 base F.A.R.		
 Residential, 2 ½ storeys typical (3 storeys maximum), predominantly Triplex, Duplex, Single-Family 0.55 base F.A.R.		

Note: Sills Avenue, Le Chow Street, Keefer Avenue, and Turnill Street are commonly referred to as the "ring road".

TOPOGRAPHIC AND TREE SURVEY PLAN OF
 LOT 11 EXCEPT: THE EAST 102 FEET, AND OF LOT 12,
 BOTH OF BLOCK 'C', SECTION 15, BLOCK 4 NORTH, RANGE 6 WEST,
 NORTH WESTMINSTER DISTRICT PLAN 1207.

Appendix 1

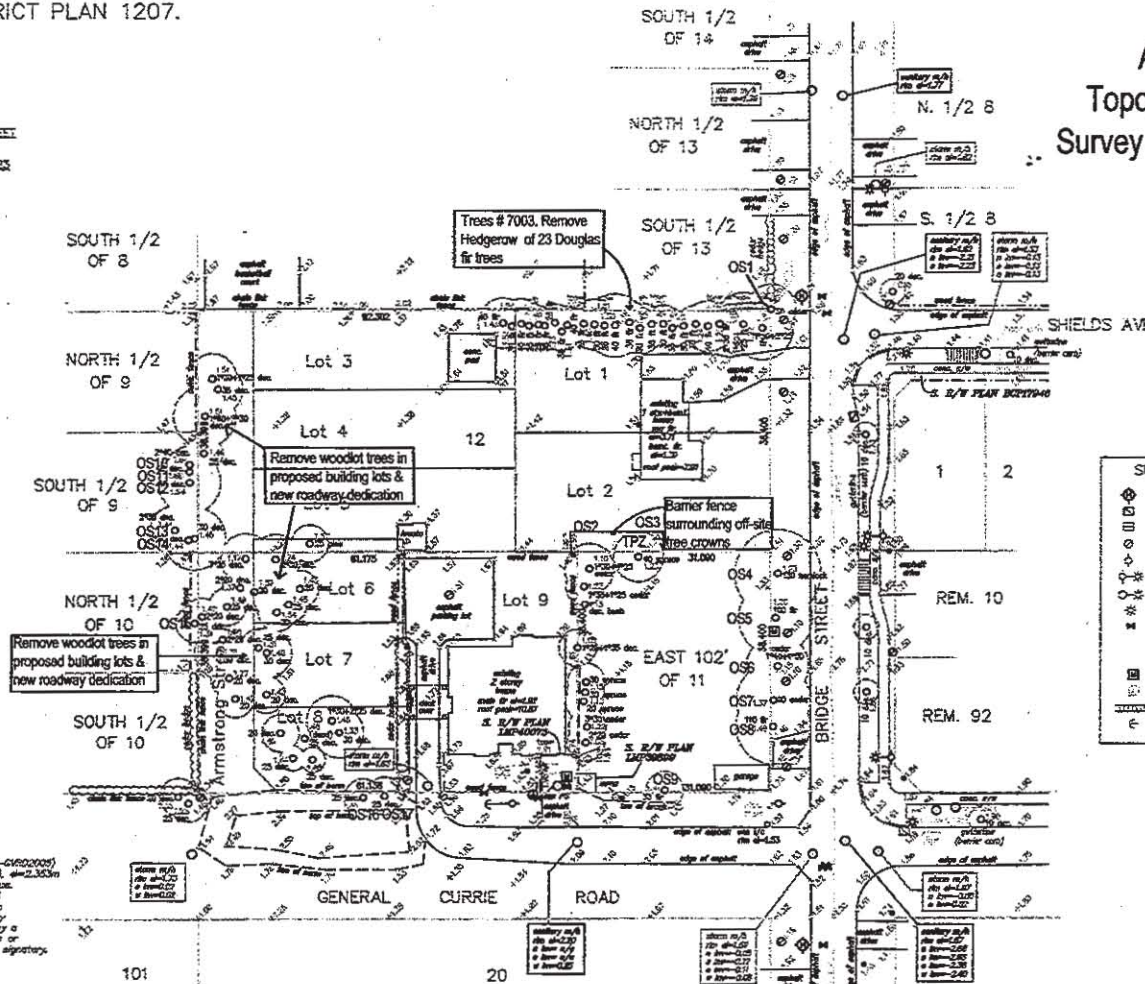
Arborist
 Topograph Tree
 Survey and Site Plan

SCALE 1:500



CIVIC ADDRESS
 25751 GEN. CURRIE ROAD
 RICHMOND, B.C.
 79.1.D. 007-598-529

CIVIC ADDRESS
 5774 BRIDGE STREET
 RICHMOND, B.C.
 79.1.D. 017-810-285



SURVEY LEGEND

	HYDRANT
	CATCH BASIN - TOP ENTRY
	CATCH BASIN - SIDE ENTRY
	CATCH BASIN - ROUND
	UTILITY POLE
	UTILITY POLE WITH LIGHT
	STREET LIGHT - DIAPHRAGM
	STREET LIGHT - POST TOP
	WATER VALVE
	SEWER
	SEWER CATCH
	WATER METER
	JUNCTION BOX
	DRIVELANE LETDOWN
	CUT WIRE

- NOTES:**
- 1) Elevations are in metres and are geoidal. (C1028-C102005)
 - 2) Elevations are derived from OGM 94H1624 (HPS150), ±2.353m located at the int. of No. 5 Road & Granville Avenue.
 - 3) This Plan was prepared for architectural design and site servicing purposes, and is for the exclusive use of our client. The signatory accepts no responsibility or liability for any damages that may be suffered by a third party as a result of reproduction, transmission or alteration to this document without consent of the signatory.
 - 4) Prior to any construction, underground services are to be confirmed by Municipal Engineering Dept.
 - 5) If there is any conflict in information between the hard copy of this Plan and the digital data provided, the hard copy shall be taken to be correct. Any information taken from digital data shall be confirmed by information shown on the hard copy of this plan.
 - 6) Tree diameters are taken at 1.4m above grade and are shown in cm. All trees 20cm and larger on project and any trees required by Richmond's Tree Preservation By-law are also shown.

Arborist notes:

- Arborist notes and annotations by VanArbor, June 21, 2011
- The development proposes to remove all on-site trees located with the subdivision lots 1 - 9
- Topograph Tree Survey with Site Plan overlay provided by Core Concepts Consultants Ltd.

Located elevations and datum on the 1st day of May, 2011.
 Certified correct, completed on the 22nd day of January, 2011.

PLN - 64

ATTACHMENT 5

B.C.L.S.

**Conditional Rezoning Requirements
7331 Bridge Street and 9571 General Currie Road
RZ 11-562929**

Prior to final adoption of Zoning Amendment Bylaw No. 8805, the developer is required to complete the following requirements:

1. The developer shall be required to enter into a purchase and sale agreement with the City for the acquisition of the western thirty-three (33) meters of 9571 General Currie Road (measured from the west property line), with the eastern portion remaining under City ownership. The primary business terms of the PSA shall be approved by Council as outlined in the staff report by the manager of Real Estate Services;
2. After acquisition of the western half of 9751 General Currie Road, consolidation of the two parcels into one development parcel, complete with a land dedication of a 9.0 m wide strip of land for the establishment of Armstrong Street along the entire west edge of the subject site, complete with 4m x 4m corner cut at the intersection of General Currie Road;
3. Registration of a Flood Indemnity Covenant on title of the consolidated lots.
4. Registration of a 1.0m Public Rights of Passage ROW for sidewalk along the west edge of Armstrong Street and inside of the property line;
5. A voluntary contribution of \$22,963.00 is payable towards the City’s Affordable Housing reserve fund;
6. A voluntary contribution of \$18,000.00 (five-hundred dollars per replanting shortfall) is payable to the City’s Tree Compensation Fund in lieu of planting trees over the nine lots;
7. Submission of a Landscape Security to the City of Richmond in the amount of \$15,000.00 (five-hundred dollars per new tree) for the replacement trees (30 trees) of a minimum size of 6.3 cm DBH to be distributed among eight of the nine new lots (proposed lot 9 excluded) as shown in the table below. The City may retain the security for up to one year after inspection of the completed landscaping to ensure the plant material has survived;

Proposed Lot Numbers	Proposed Lot Size	Number of trees per lot
1 and 2	798.3m ² and 781.3m ² (respectively)	6
3, 4 and 5	526.9m ² , 526.9m ² and 514.4m ² (respectively)	4
6, 7 and 8	321.6m ² , 331.5m ² and 334.5m ² (respectively)	3
9	1,042.8m ²	Existing structure on City Land. No additional trees necessary.

- o The Landscape Security listed above is to also retain the existing fence and hedge line that separates the eastern half of 9751 General Currie Road to the eastern half for the same one year period. This affects the separation of Lots 6, 7 and 8 with Lot 9.

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.

9. Enter into the City's standard Servicing Agreement*. Works include, but may not be limited to, the design and construction of:
 - a) Bridge Street (frontage improvements): from General Currie Road to north property line of 7331 Bridge Street, curb & gutter, pavement widening, creation of a 3.85m wide grass and treed boulevard (9m spacing), including a 2.6m wide utility corridor, "Zed" street lights, and a 1.75m wide concrete sidewalk, at or near the western property line of Bridge Street. Existing street trees fronting 7351 Bridge Street are to remain and be considered as part of this frontage design;
 - b) General Currie Road (half road development with frontage improvements along the entire north property line of General Currie Road): from Bridge Street to western property line of the site. Peat removal (if applicable), curb & gutter, pavement widening, creation of a 3.85m wide grass and treed boulevard (9m spacing), including a 2.6m wide utility corridor, "Zed" street lights, and a 1.75m wide concrete sidewalk, at or near the north property line of General Currie Road. A watermain and sanitary sewer extension are also required;
 - c) Armstrong Street (half road), along entire western property line of the site. Works to include, but not limited to: peat removal (if applicable) and appropriate replacement material, storm sewer, sanitary sewer, curb & gutter, asphalt pavement, a grass and treed boulevard (9m spacing), incorporating a utility corridor with hydro telephone, gas & cable, "Zed" street lights, and a 1.5m concrete sidewalk at or near the new east property line of Armstrong Street. Note: design should include driveway crossings, water, storm and sanitary connections for each lot;

Then, prior to issuance of the Building Permit*:

1. Provision of a construction parking and traffic management plan to the Transportation Department to include: location for parking for services, deliveries, workers, loading, application for request for any lane closures (including dates, times, and duration), and proper construction traffic controls as per Traffic Control Manual for Works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570 (<http://www.richmond.ca/services/ttp/special.htm>).
2. The management plan listed above is to include provisions that access to the existing house located at 9571 General Currie Road will be made available at all times during the construction period.

* Note: This requires a separate application.

Signed

Date



Richmond Zoning and Development Bylaw 8500
Amendment Bylaw 8805 (RZ 11-562929)
7331 BRIDGE STREET AND 9571 GENERAL CURRIE ROAD

The Council of the City of Richmond enacts as follows:

- 1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning and Development Bylaw 8500, is amended by repealing the existing zoning designation of the following areas and by designating it Single Detached (ZS14) - South McLennan (City Centre).

P.I.D. 013-819-283

Lot 12 Block "C" Section 15 Block 4 North Range 6 West New Westminster District Plan 1207

P.I.D. 003-599-582

Lot 11 Except: The East 102 Feet; Block "C" Section 15 Block 4 North Range 6 West New Westminster District Plan 1207

- 2. This Bylaw is cited as "Richmond Zoning and Development Bylaw 8500, Amendment Bylaw 8805".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for signatures and dates.

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

MAYOR

CORPORATE OFFICER



**Richmond Zoning and Development Bylaw 8500
Amendment Bylaw 8816 (RZ 11-562929)
7331 BRIDGE STREET AND 9571 GENERAL CURRIE ROAD**

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

1. Richmond Zoning and Development Bylaw 8500, is amended by repealing subsection 15.14.4.2 and replacing it with the following:

“2. The maximum **floor area ratio** (FAR) is 0.55 applied to a maximum of 464.5 m² of the **lot area**, together with 0.30 applied to the balance of the **lot area** in excess of 464.5 m².”

2. Richmond Zoning and Development Bylaw 8500, is amended by adding the following new subsection 15.14.4.4:

“4. Notwithstanding Section 15.14.4.2, the maximum **floor area ratio** (FAR) is 0.55 for the **lot** located at:

9571 General Currie Rd.”

3. This Bylaw may be cited as “**Richmond Zoning and Development Bylaw 8500, Amendment Bylaw 8816**”.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED by
al
APPROVED by Director or Solicitor

MAYOR

CORPORATE OFFICER



To: Planning Committee
From: Brian J. Jackson, MCIP
Director of Development
Date: October 5, 2011
File: RZ 11-588990
Re: **Application by Ajit Thaliwal for Rezoning at 10391 Finlayson Drive from Single Detached (RS1/D) to Single Detached (RS1/B)**

Staff Recommendation

That Bylaw No. 8822, for the rezoning of 10391 Finlayson Drive from "Single Detached (RS1/D)" to "Single Detached (RS1/B)", be introduced and given first reading.

Brian J. Jackson, MCIP
Director of Development

ES:blg
Att.

FOR ORIGINATING DEPARTMENT USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Item	Details
Application	RZ 11-588990
Location	10391 Finlayson Drive (Attachment 1)
Owner	Kam and Connie Ho
Applicant	Ajit Thaliwal

Date Received	August 30, 2011
Acknowledgement Letter	September 14, 2011
Fast Track Compliance	September 22, 2011
Staff Report	October 5, 2011
Planning Committee	November 8, 2011

Site Size	1,118 m ² (12,034.4 ft ²)
Land Uses	Existing – One (1) single detached dwelling
	Proposed – Two (2) single detached lots, each 559 m ² (6,017.2 ft ²)
Zoning	Existing – Single Detached (RS1/D)
	Proposed – Single Detached (RS1/B)
Planning Designations	<ul style="list-style-type: none"> • Official Community Plan (OCP) Generalized Land Use Map designation – “Neighbourhood Residential”. • Bridgeport Area Plan Land Use Map – “Residential (Single-Family)”. • Lot Size Policy 5448 (adopted by Council in 1991) – permits subdivision of properties in accordance with the provisions of “Single Detached (RS1/B)”(Attachment 2). • Aircraft Noise Sensitive Development Policy – The subject site is located within the Aircraft Noise Sensitive Development (ANSD) Policy Area within a designation (Area 2) that permits new single-family development that is supported by an existing Lot Size Policy. As a condition of rezoning, the applicant is required to register a restrictive covenant on Title to address aircraft noise mitigation and public awareness. <p><i>This application conforms with applicable land use designations and policies.</i></p>

<p>Surrounding Development</p>	<ul style="list-style-type: none"> • The subject property is located on the north side of Finlayson Drive, between McLennan Avenue and Shell Road, in an established residential neighbourhood consisting of a mix of older single detached dwellings on larger lots and newer single detached dwellings on smaller lots. • Development immediately surrounding the subject lot is as follows: <ul style="list-style-type: none"> ○ To the north is a single detached dwelling zoned "Single Detached (RS1/D)"; ○ To the east is a single detached dwelling zoned "Single Detached (RS1/D)"; ○ To the south across Finlayson Drive is a single detached dwellings zoned "Single Detached (RS1/D)"; ○ To the west is a single detached dwelling zoned "Single Detached (RS1/B)".
<p>Staff Comments</p>	<p><u>Background</u></p> <p>A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).</p> <p><u>Trees & Landscaping</u></p> <ul style="list-style-type: none"> • A Certified Arborist's Report was submitted by the applicant, which identifies tree species, assesses the condition of trees, and provides recommendations on tree retention and removal relative to the development proposal. The Report identifies and assesses: <ul style="list-style-type: none"> ○ One (1) bylaw-sized tree, one (1) undersized tree and a Cedar hedge on the subject property; ○ One (1) bylaw-sized tree on City owned property; and ○ Two (2) bylaw-sized trees on neighbouring properties. • The City's Tree Preservation Coordinator reviewed the Arborist's Report and conducted a Visual Tree Assessment. The City's Tree Preservation Coordinator concurs with the Arborist's recommendation to remove and replace the bylaw-sized tree on site (Tree #586) due to its poor condition and conflict with the future building envelope. • The Parks Department concurs with the Arborist's recommendation to remove and replace the bylaw-sized tree on City property (Tree # 585) due to damage from inappropriate pruning and grass cutting machinery. Compensation of \$650 is required. • The two (2) bylaw-sized trees on neighbouring properties are located greater than 2 m from the property line and therefore require no additional protection measures during construction.

	<p>The final Tree Retention Plan is included in Attachment 4.</p> <ul style="list-style-type: none"> • Based on the 2:1 replacement ratio goal in the OCP, and the size requirements for replacement trees in the City's Tree Protection Bylaw, a total of two (2) replacement trees (minimum 9 cm deciduous calliper/5 m coniferous height) are required to be planted and maintained on the future lots. • In addition, Council Policy adopted in 1995, encourages property owners to plant and maintain at least two (2) trees on every lot in recognition of the many benefits derived from urban trees. Consistent with this Policy, the applicant has agreed to plant and maintain two (2) additional trees (minimum 6 cm deciduous calliper/2.5 m coniferous height). • To ensure the new trees are planted and maintained, the applicant is required to submit a landscaping security in the amount of \$2,000 (\$500/tree) prior to final adoption of the rezoning bylaw. <p><u>Affordable Housing</u></p> <ul style="list-style-type: none"> • Richmond's Affordable Housing Strategy requires a suite on 50% of new lots, or a cash-in-lieu contribution of 1.00/ft² of total building area towards the City's Affordable Housing Reserve Fund for single-family rezoning applications. • The applicant proposes to provide a legal secondary suite on one (1) of the two (2) future lots at the subject site. 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 required prior to rezoning adoption. This agreement will be discharged from Title (at the initiation of the applicant) on the lot where the secondary suite is not required by the Affordable Housing Strategy after the requirements are satisfied. • Should the applicant change their mind prior to rezoning adoption about the affordable housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total building area of the single detached dwellings (i.e. \$6,110.4).
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	<p><u>Flood Management</u> Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.</p> <p><u>Site Servicing & Vehicle Access</u> There are no servicing concerns with rezoning.</p> <p><u>Subdivision</u> At future Subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS & DD), Neighbourhood Improvement Charges (for future road improvements), School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.</p>
Analysis	This redevelopment proposal is consistent with Lot Size Policy 5448 as the property is intended to be subdivided into two (2) lots, each approximately 13.7 m wide. Other properties within this neighbourhood have the potential to rezone and subdivide in accordance with the Lot Size Policy.
Attachments	Attachment 1 – Location Map/Aerial Photo Attachment 2 – Lot Size Policy 5448 Attachment 3 – Development Application Data Sheet Attachment 4 – Tree Retention Plan
Recommendation	This rezoning application to permit subdivision of an existing large lot into two (2) smaller lots complies with all applicable land use designations and policies and is consistent with the direction of redevelopment currently on-going in the surrounding area. On this basis, staff support the application.



Erika Syvokas
Planning Technician
(604-276-4108)

Prior to final adoption of Zoning Amendment Bylaw 8822, the developer is required to complete the following:

- Submission of a Landscaping Security in the amount of \$2,000 (\$500/tree) for the planting and maintenance of four (4) replacement trees with the following minimum calliper sizes/heights:

# Replacement Trees	Min. calliper of deciduous tree	or	Min. height of coniferous tree
2	6 cm		2.5 m
2	9 cm		5 m

- 2. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$6,110.4) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

- 3. Registration of a flood indemnity covenant on Title.
- 4. Registration of an aircraft noise sensitive covenant on Title.

At demolition stage*, the applicant will be required to:

- Obtain formal tree removal authorization from the Parks Department and pay compensation of \$650 to remove Tree # 585 located on City owned property.

At subdivision stage*, the developer will be required to:

- Pay Development Cost Charges (City and GVS & DD), Neighbourhood Improvement Charge (NIC) fees for future road improvements, School Site Acquisition Charge, Address Assignment Fee, and servicing costs.

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.

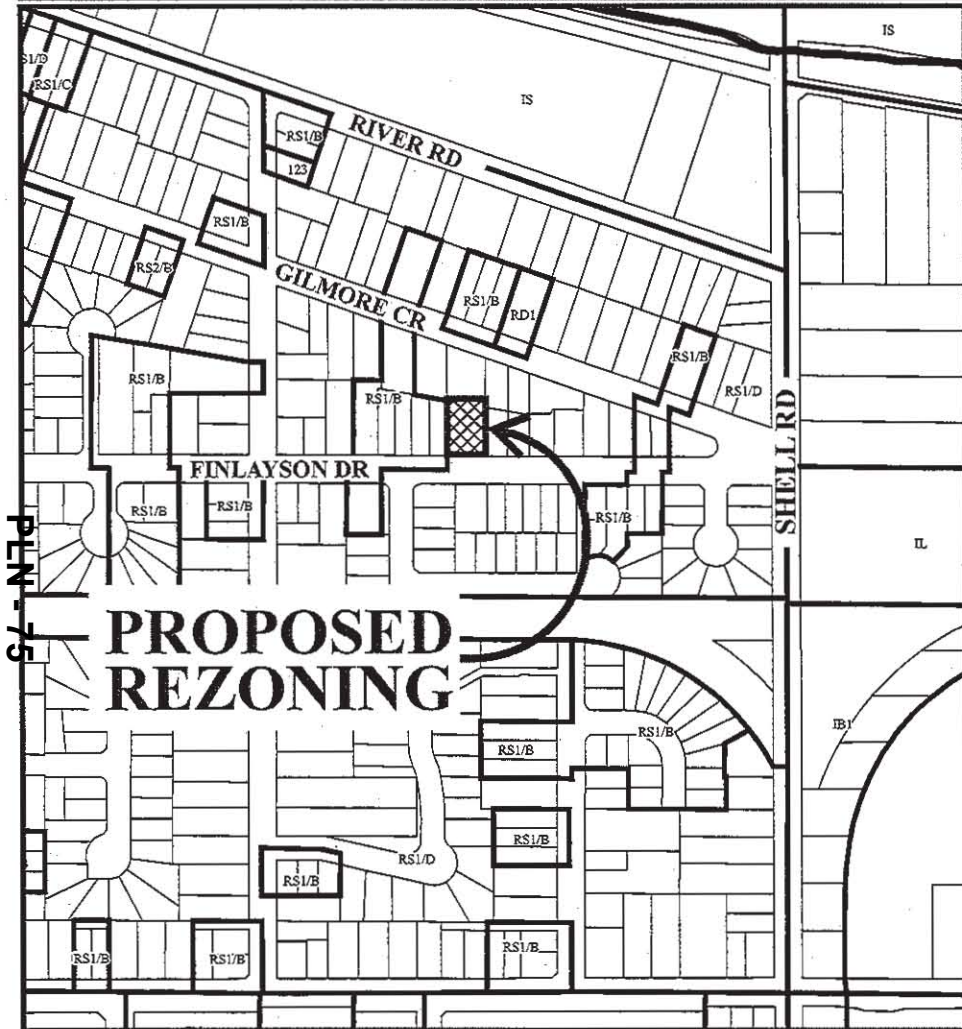
[Signed original on file]

Signed

Date



City of Richmond



PROPOSED REZONING

3.75	27.36	28.8	32.15	29.51
12.85	39.47	34.87	16.31	15.78
41.03	40.84	40.84	32.14	29.51
10377	10391	10401	10411	
12.66	27.36	16.09	15.54	
FINLAYSON DR				
10680	22.86	12.82	12.82	12.82
6.74	10700	10720	10738	10750

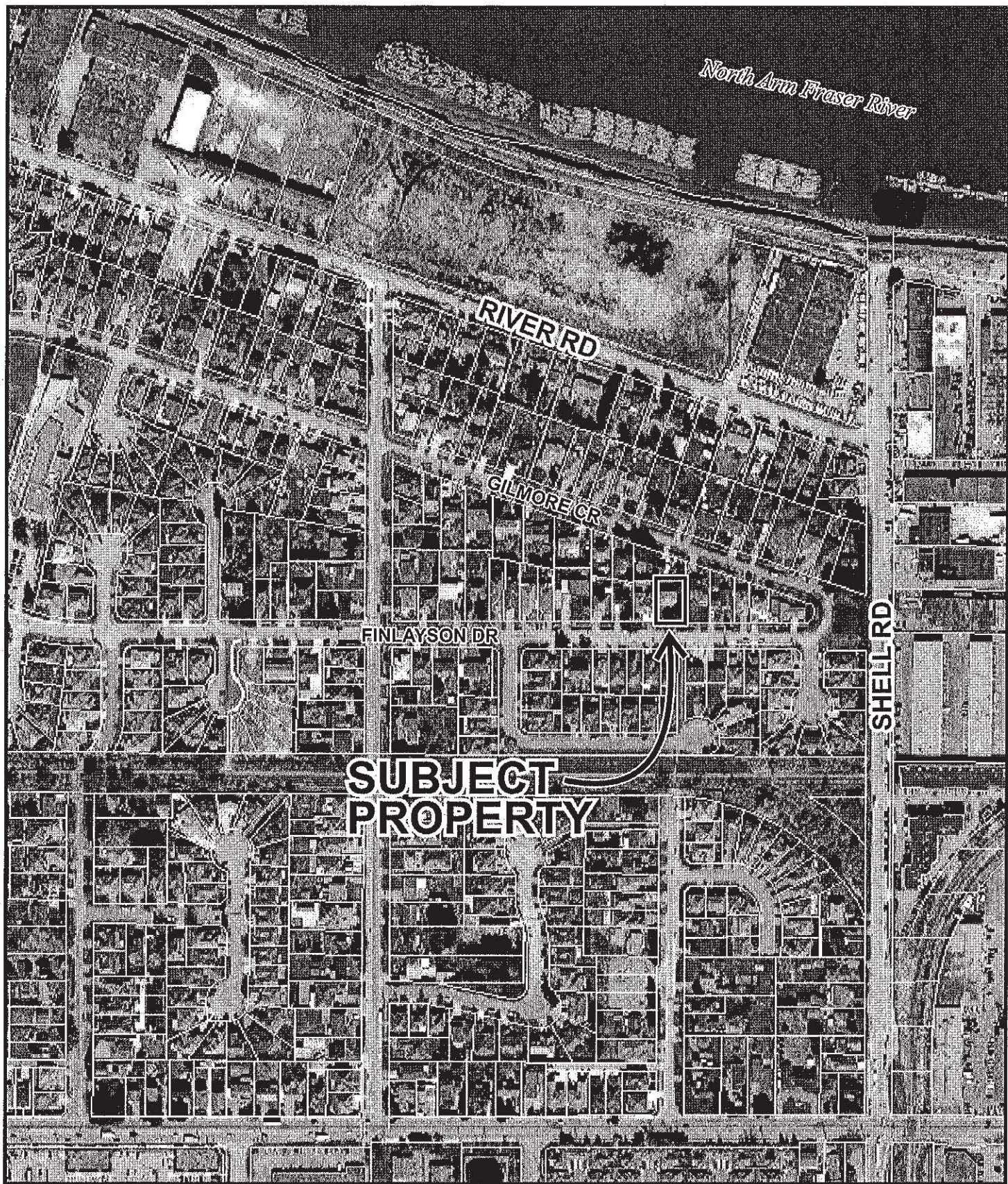


RZ 11-588990

Original Date: 09/13/11

Revision Date:

Note: Dimensions are in METRES



North Arm Fraser River

RIVER RD

GILMORE CR

FINLAYSON DR

SHELL RD

**SUBJECT
PROPERTY**



RZ 11-588990

Original Date: 09/12/11

Amended Date:

Note: Dimensions are in METRES

PLN - 76



City of Richmond

Policy Manual

Page 1 of 2	Adopted by Council: September 16, 1991	POLICY 5448
File Ref: 4045-00	SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 23-5-6	

POLICY 5448:

The following policy establishes lot sizes in a portion of Section 23-5-6, bounded by the **Bridgeport Road, Shell Road, No. 4 Road and River Drive:**

That properties within the area bounded by Bridgeport Road on the south, River Drive on the north, Shell Road on the east and No. 4 Road on the west, in a portion of Section 23-5-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1/B) in Zoning and Development Bylaw 5300, with the following provisions:

- (a) Properties along Bridgeport Road and Shell Road will be restricted to Single-Family Housing District (R1/D) unless there is lane or internal road access in which case Single-Family Housing District (R1/B) will be permitted;
- (b) Properties along No. 4 Road and River Drive will be restricted to Single-Family Housing District (R1/C) unless there is lane or internal road access in which case Single-Family Housing District (R1/B) will be permitted;

and that this policy, as shown on the accompanying plan, be used to determine the disposition of future single-family rezoning applications in this area, for a period of not less than five years, unless changed by the amending procedures contained in the Zoning and Development Bylaw.



Subdivision permitted as per R1/B except:

1. River Drive: R1/C unless there is a lane or internal road access, then R1/B.
2. Shell Road: R1/D unless there is a lane or internal road access, then R1/B.
3. No. 4 Road: R1/C unless there is a lane or internal road access then R1/B.
4. Bridgeport Road: R1/D unless there is a lane or internal road access then R1/B.



POLICY 5448 SECTION 23, 5-6

Adopted Date: 09/16/91

Amended Date:



City of Richmond

6911 No. 3 Road
 Richmond, BC V6Y 2C1
 www.richmond.ca
 604-276-4000

**Development Application
 Data Sheet**

RZ 11-588990

Attachment 3

Address: 10391 Finlayson Drive

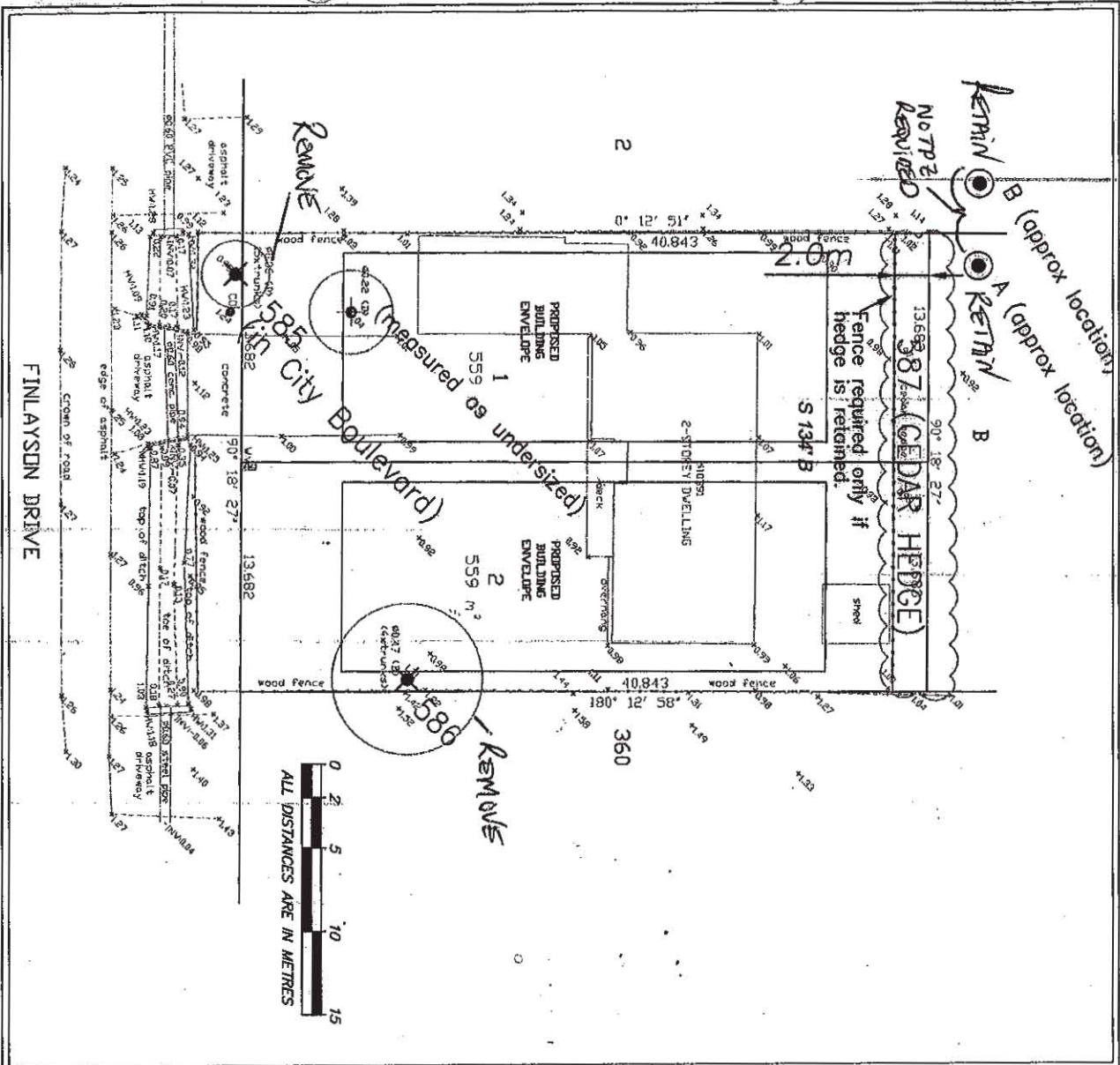
Applicant: Ajit Thaliwal

Planning Area(s): Bridgeport

	Existing	Proposed
Owner:	Kam and Connie Ho	To be determined
Site Size (m²):	1,118 m ² (12,034.4 ft ²)	Two (2) lots each approx. 559 m ² (6,017.2 ft ²)
Land Uses:	One (1) single detached dwelling	Two (2) single detached dwellings
OCP Designation:	<ul style="list-style-type: none"> Generalized Land Use Map – Neighbourhood Residential 	No change
Area Plan Designation:	Bridgeport Area Plan Land Use Map – “Residential (Single-Family)”	No change
702 Policy Designation:	Lot Size Policy 5448 (adopted by Council in 1991) – permits subdivision of properties in accordance with the provisions of “Single Detached (RS1/B)”.	No change
Zoning:	Single Detached (RS1/D)	Single Detached (RS1/B)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	360 m ²	Two (2) lots, each approx. 559 m ² (6,017.2 ft ²)	none
Setback – Front & Rear Yards (m):	Min. 6.0 m	6.0 m Min.	none
Setback – Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	2.5 storeys	2.5 storeys	none

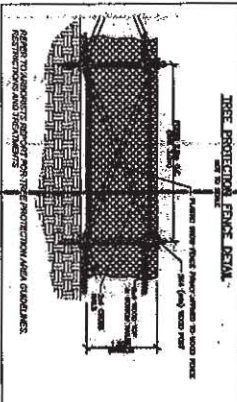
Other: Tree replacement compensation required for loss of significant trees.



LEGEND - TREE RETENTION

- ⊕ denotes TREE NUMBER, refer to report and tree inventory for type.
- ⊙ denotes TREE TO BE REMOVED and EXISTENCE.
- ⊕ denotes TREE TO BE RETAINED, Sample any nearby special measures.
- + denotes UNDER SIZE TREE to be REMOVED, Species and size on table.
- ⊙ denotes OFFSITE tree requiring PROTECTION & retained or RETAINED, to owner.

If recommended for removal (Tree Inventory) or retention (Tree Inventory) of any trees on shown and measures to screen and construction implemented.



ACL
 arbortech consulting ltd
 Suite 200 - 3740 Chatham Street
 Richmond, BC, Canada V7E 2Z3
 P 604 275 3484 F 604 275 9554
 email: info@arbortech.bc.ca

TREE RETENTION DRAWING

Client:	AJY THALIWA - GURJ JOHAL
Project:	PROPOSED TWO LOT SUBDIVISION
Address:	10391 FINLAYSON DRIVE RICHMOND
Date:	AUGUST 17 2011
Our File:	11213

PLN - 80

Muni File:

Scale 1:250



Richmond Zoning Bylaw 8500
Amendment Bylaw 8822 (RZ 11-588990)
10391 FINLAYSON DRIVE

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 (RS1/B).

P.I.D. 009-275-321

The South 134 Feet of Lot "B" Section 23 Block 5 North Range 6 West New Westminster District Plan 22503

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8822".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER DEVELOPMENT REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and requirements.



MAYOR

CORPORATE OFFICER



To: Planning Committee **Date:** October 7, 2011
From: Brian J. Jackson, MCIP **File:** RZ 11-585027
 Director of Development
Re: **Application by Raj Dhaliwal for Rezoning at 10020 Aquila Road from Single Detached (RS1/E) to Coach Houses (RCH)**

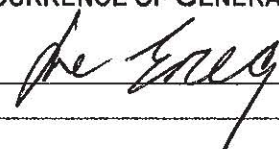
Staff Recommendation

That Bylaw No.8824, for the rezoning of 10020 Aquila Road from "Single Detached (RS1/E)" to "Coach Houses (RCH)", be introduced and given first reading.



Brian J. Jackson, MCIP
 Director of Development

ES:blg
 Att.

FOR ORIGINATING DEPARTMENT USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Item	Details
Application	RZ 11-585027
Location	10020 Aquila Road
Owner	Raj Dhaliwal
Applicant	Raj Dhaliwal

Date Received	July 20, 2011
Acknowledgement Letter	August 8, 2011
Fast Track Compliance	September 29, 2011
Staff Report	October 7, 2011
Planning Committee	November 8, 2011

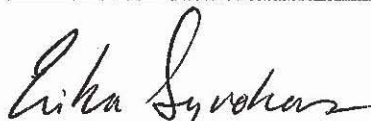
Site Size	714 m ² (7,685.7 ft ²)
Land Uses	Existing – One (1) single detached dwelling
	Proposed – Two (2) single detached lots 383 m ² (4,122.7 ft ²) and 331 m ² (3,562.9 ft ²)
Zoning	Existing – Single Detached (RS1/E)
	Proposed – Coach Houses (RCH)
Planning Designations	<ul style="list-style-type: none"> • Official Community Plan (OCP) Generalized Land Use Map designation – “Neighbourhood Residential”. • OCP Specific Land Use Map designation - “Low-Density Residential”. • Lot Size Policy 5443 (adopted by Council 1990/amended 2006) - permits rezoning and subdivision of lots fronting Williams Road to “Single Detached (RC2)” or “Coach Houses (RCH)” providing no direct accesses are created to the arterial roads (Attachment 2). The current proposal would create two (2) lots, one (1) approximately 11.890 m wide and a second 10.058 m wide, with vehicle access from an existing operational rear lane off Aquila Road. • Lane Establishment and Arterial Road Redevelopment Policies - The rezoning application complies with the City’s Lane Establishment and Arterial Road Redevelopment Policies, as it is a single-family residential development proposal with access to an operational lane. <p><i>This application conforms with applicable land use designations and policies</i></p>

<p>Surrounding Development</p>	<ul style="list-style-type: none"> • The subject property is located on the corner of Williams Road and Aquila Road. In recent years, both the north and south sides of this block of Williams Road have undergone considerable redevelopment to smaller lots through rezoning and subdivision. Other lots within close proximity have redevelopment potential due to the existing rear lane system. • Development immediately surrounding the subject lot is as follows: <ul style="list-style-type: none"> ○ To the north, across Williams Road are new single detached dwellings zoned "Compact Single Detached (RC1)"; ○ To the east, is a single detached dwelling zoned "Single Detached (RS1/E)"; ○ To the south, is a single detached dwelling zoned "Single Detached (RS1/E)"; ○ To the west, across Aquila Road is a single detached dwelling zoned "Single Detached (RS1/E)" and further along Williams Road are new single detached dwellings zoned "Compact Single Detached (RC1)".
<p>Staff Comments</p>	<p><u>Background</u></p> <p>A Development Application Data Sheet providing details about the development proposal is attached (Attachment 3).</p> <p><u>Trees & Landscaping</u></p> <ul style="list-style-type: none"> • The site survey (Attachment 4) submitted by the applicant shows the presence of two (2) bylaw-sized trees on City-owned property along the Williams Road frontage, one (1) bylaw-sized tree on City-owned property along Aquila Road, as well as a hedge along both the Williams Road and Aquila Road frontages. There are no bylaw-sized trees on site. • The Parks Department has reviewed the site survey and has provided preliminary approval for removal of the street tree adjacent to the site's west property line (Tree #1) to enable frontage improvements along Aquila Road. No compensation is required as planting of two (2) to three (3) street trees at 9 m spacing along Aquila Road are part of the servicing requirements.

<p>Staff Comments (Con't)</p>	<ul style="list-style-type: none"> • Tree #3 located on City-owned property along the Williams Road frontage is situated in a pre-cast concrete surround; therefore, no tree protection barrier is required. However, Tree #2 is located in the grass boulevard and tree protection according to City standard must be provided prior to demolition of the existing dwelling on-site and must remain in place until construction and landscaping on the future lots is completed. • To illustrate how the front yard along Aquila Road and flanking side yard along Williams Road of the future corner lot will be treated, the applicant has submitted a Landscape Plan (Attachment 5) prepared by a Registered Landscape Architect for the future corner lot (Lot A) in support of the application. The Landscape Plan indicates the front yard and flanking side yard will be landscaped with a mixture of small trees, shrubs and ground cover, and is considered in compliance with the guidelines of the Official Community Plan's Arterial Road Redevelopment Policy. In order to ensure that this work is undertaken, the applicant has agreed to provide a landscape security in the amount of \$6,049.40 for the future corner lot prior to final adoption of the rezoning bylaw. • Council Policy adopted in 1995, encourages property owners to plant and maintain at least two (2) trees on every lot in recognition of the many benefits derived from urban trees. Consistent with this Policy, the applicant has agreed to plant and maintain four (4) trees [two (2) trees per future lot] (minimum 6 cm deciduous calliper/2.5 m coniferous height). • As a condition of rezoning, the applicant must submit a Landscape Plan for future Lot B, prepared by a Registered Landscape Architect, along with a Landscaping Security (100% of the cost estimate provided by the Landscape Architect, including installation costs) to ensure that two (2) replacement trees are planted and maintained, and that the front yard of the future lot will be enhanced. <p><u>Building Elevation Plans</u> To illustrate how the future corner lot interface will be treated, the applicant has submitted a set of preliminary Building Elevations (Attachment 6). The plans indicate that the main entrance to the future dwelling on the corner lot is from Aquila Road. At future development stage, Building Permit plans must be in compliance with zoning.</p>
-------------------------------	--

<p>Staff Comments (Con't)</p>	<p><u>Affordable Housing</u> Richmond's Affordable Housing Strategy requires a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft² of total building area toward the Affordable Housing Reserve Fund for single-family rezoning applications.</p> <p>This rezoning application to permit a subdivision to create two (2) lots, each with a principal single-family dwelling and accessory coach house above a garage, conforms to the Affordable Housing Strategy.</p> <p><u>Site Servicing</u> Prior to final adoption of the rezoning bylaw, the developer is required to dedicate a 4 m x 4 m corner cut at the corner of Aquila Road and Williams Road.</p> <p>Prior to approval of Subdivision, the developer will be required to enter into the City's standard Servicing Agreement for design and construction of road upgrading along the entire frontage on Aquila Road and Lane upgrading along entire frontage on the existing lane at their sole cost including, but are not limited to:</p> <ol style="list-style-type: none"> 1. Aquila Road - curb & gutter, pavement widening, 1.5 m concrete sidewalk near the east property line of Aquila Road, grass boulevard (between back of curb & sidewalk), street trees at 9 m spacing, and street lighting. 2. Lane - full lane construction to current standards, which includes Storm sewer, sand/gravel base, rollover curb & gutter (both sides), asphalt pavement, and lane lighting. <p>Note: Design to include water, storm and sanitary connections for each lot.</p> <p><u>Vehicular Access</u> Vehicular access to the site at future development stage is not permitted to or from Williams Road as per Bylaw 7222. Access is to be from the new rear lane only. A Covenant will be required at future subdivision stage to ensure that vehicular access to the new corner lot will be from the lane only, with no direct access permitted to Aquila Road.</p> <p><u>Flood Management</u> Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.</p>
-------------------------------	--

Staff Comments (Con't)	<p><u>Subdivision</u></p> <p>At future Subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.</p>
Analysis	<p>This is a relatively straightforward redevelopment proposal. This redevelopment proposal is consistent with Lot Size Policy 5443 as the property is into two lots, approximately 11.9 m and 10.1 m wide. The rezoning application also complies with the Lane Establishment and Arterial Road Redevelopment Policies, as it is a residential coach house development on an arterial road where there is an existing municipal lane. The future lots will have vehicle access to the laneway with no access being permitted onto Williams Road.</p>
Attachments	<p>Attachment 1: Location Map/Aerial Photo Attachment 2: Lot Size Policy 5443 Attachment 3: Development Application Data Sheet Attachment 4: Tree Survey Attachment 5: Preliminary Landscape Plan for Lot A Attachment 6: Preliminary Architectural Plans</p>
Recommendation	<p>Staff have reviewed the technical merits of the application for rezoning of 10020 Aquila Road. The rezoning application complies with all policies and land use designations contained within the Official Community Plan (OCP) and is consistent with the direction of redevelopment currently ongoing in the surrounding area. On this basis, staff support the application.</p>



Erika Syvokas
Planning Technician
(604-276-4108)

ES:blg

Prior to final adoption of Zoning Amendment Bylaw 8824, the developer is required to complete the following:

1. Dedication of a 4 m x 4 m corner cut at Aquila Road and Williams Road.
2. Submission of a Landscaping Security to the City of Richmond in the amount of \$6,049.40 for the landscape works as per the landscape plan for the corner lot (Lot A) attached to the report (**Attachment 5**).
3. Submission of a Landscape Plan for future Lot B, 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 Lane Establishment and Arterial Road Redevelopment Policies and should not include hedges along the front property line;
 - Include a mix of coniferous and deciduous trees; and

- Include the two (2) replacement trees with a minimum size/height of 6 cm deciduous calliper/ 2.5 m coniferous height.
4. Submission of a Tree Survival Security to the City in the amount of \$1,000 for Tree #2. The City will release 90% of the security after construction and landscaping on the future lots is completed and inspections are approved. The remaining 10% of the security would be released one (1) year later subject to inspection.
 5. Registration of a flood indemnity covenant on Title.

At demolition stage*, the applicant will be required to:

- Obtain formal tree removal authorization from the Parks Department and pay compensation of \$650 to remove Tree # 1 located on City-owned property.
- Install Tree Protection Fencing around Tree #2 located on City-owned property to be retained.

At subdivision stage*, the developer will be required to:

1. Enter into a standard Servicing Agreement for design and construction of road upgrading along the entire frontage on Aquila Road and Lane upgrading along entire frontage on the existing lane at their sole cost including, but are not limited to:
 - a) Aquila Road - curb & gutter, pavement widening, 1.5m concrete sidewalk near the east property line of Aquila Road, grass boulevard (between back of curb & sidewalk), street trees at 9 m spacing, and street lighting.
 - b) Lane - full lane construction to current standards which includes Storm sewer, sand/gravel base, rollover curb & gutter (both sides), asphalt pavement, and lane lighting. Note: Design to include water, storm and sanitary connections for each lot.
2. Register a Restrictive Access Covenant, to ensure that vehicular access for the proposed corner lot is to be from the rear lane only.
3. Pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fee, and servicing costs.

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.

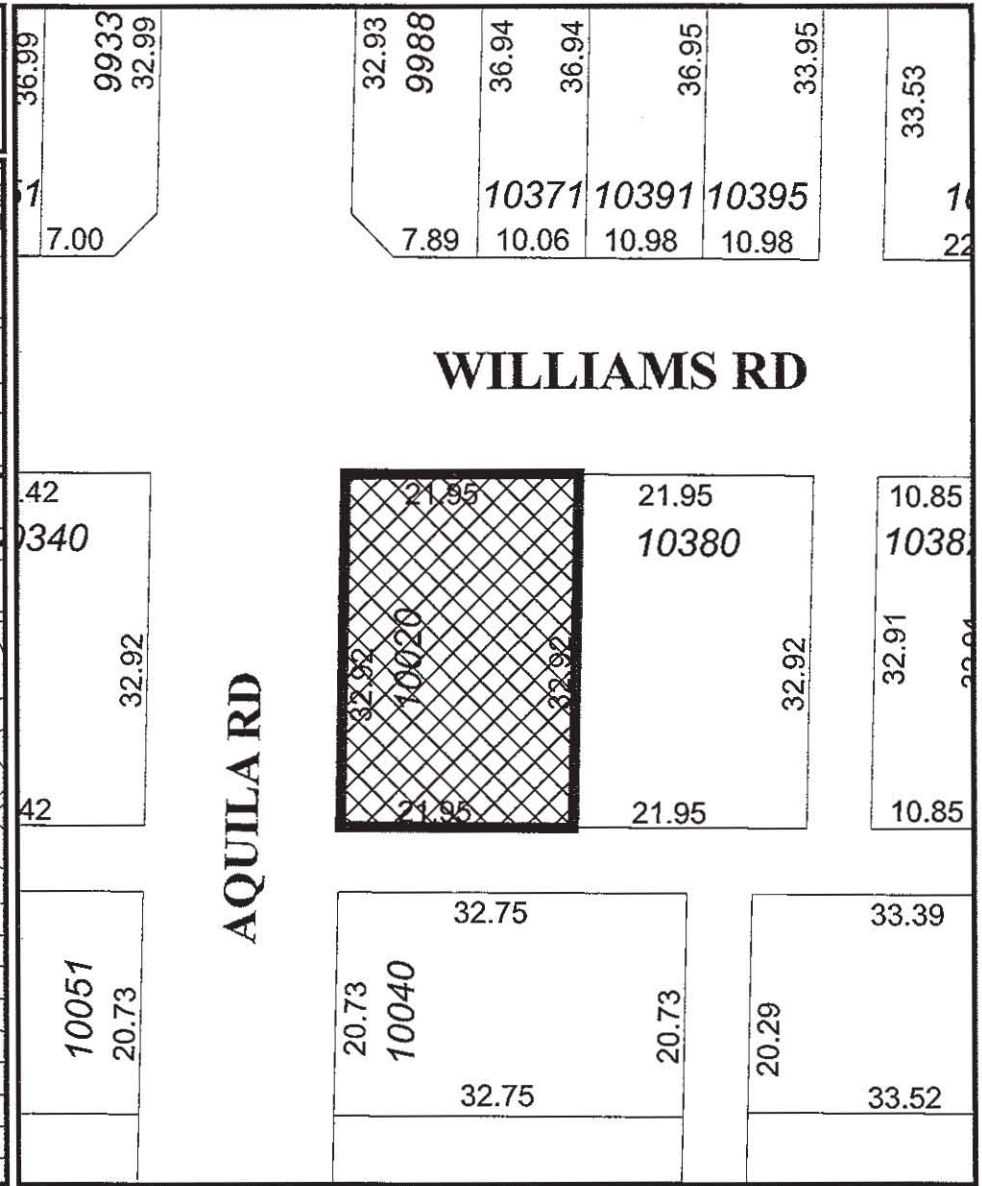
[Signed original on file]

Signed

Date



City of Richmond



06-N7d
RS1/E

NO. 4 RD

WILLIAMS RD

AQUILA RD

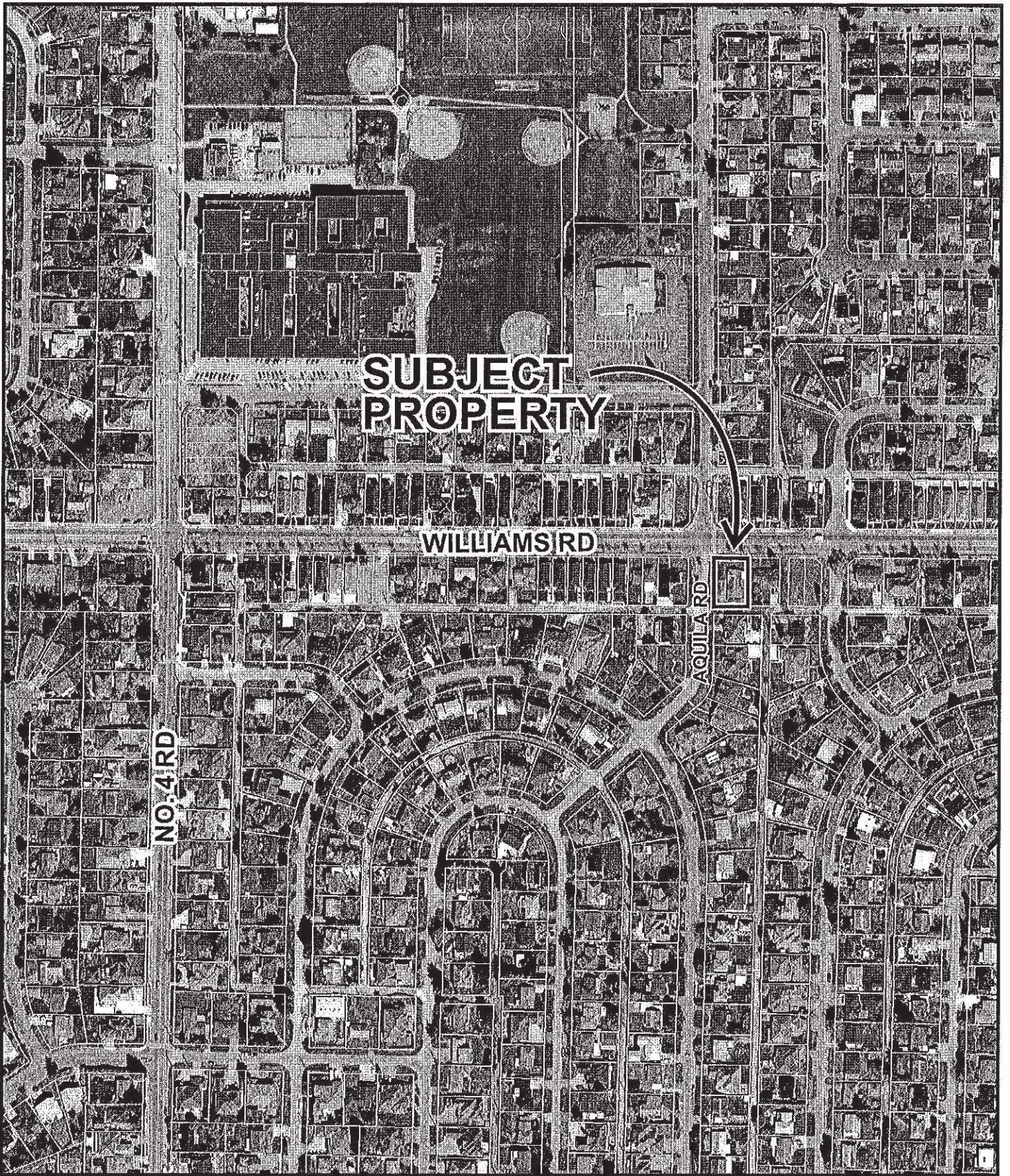
AQUILA RD

WILLIAMS RD



RZ 11-585027

Original Date: 07/28/11
 Revision Date:
 Note: Dimensions are in METRES



**SUBJECT
PROPERTY**

WILLIAMS RD

AQUILA RD

NO. 4 RD



RZ 11-585027

Original Date: 07/28/11

Amended Date:

Note: Dimensions are in METRES

PLN - 91



City of Richmond

Policy Manual

Page 1 of 2

Adopted by Council: December 17, 1990

POLICY 5443

Amended by Council: December 18, 2006

File Ref: 4045-00

SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 35-4-6

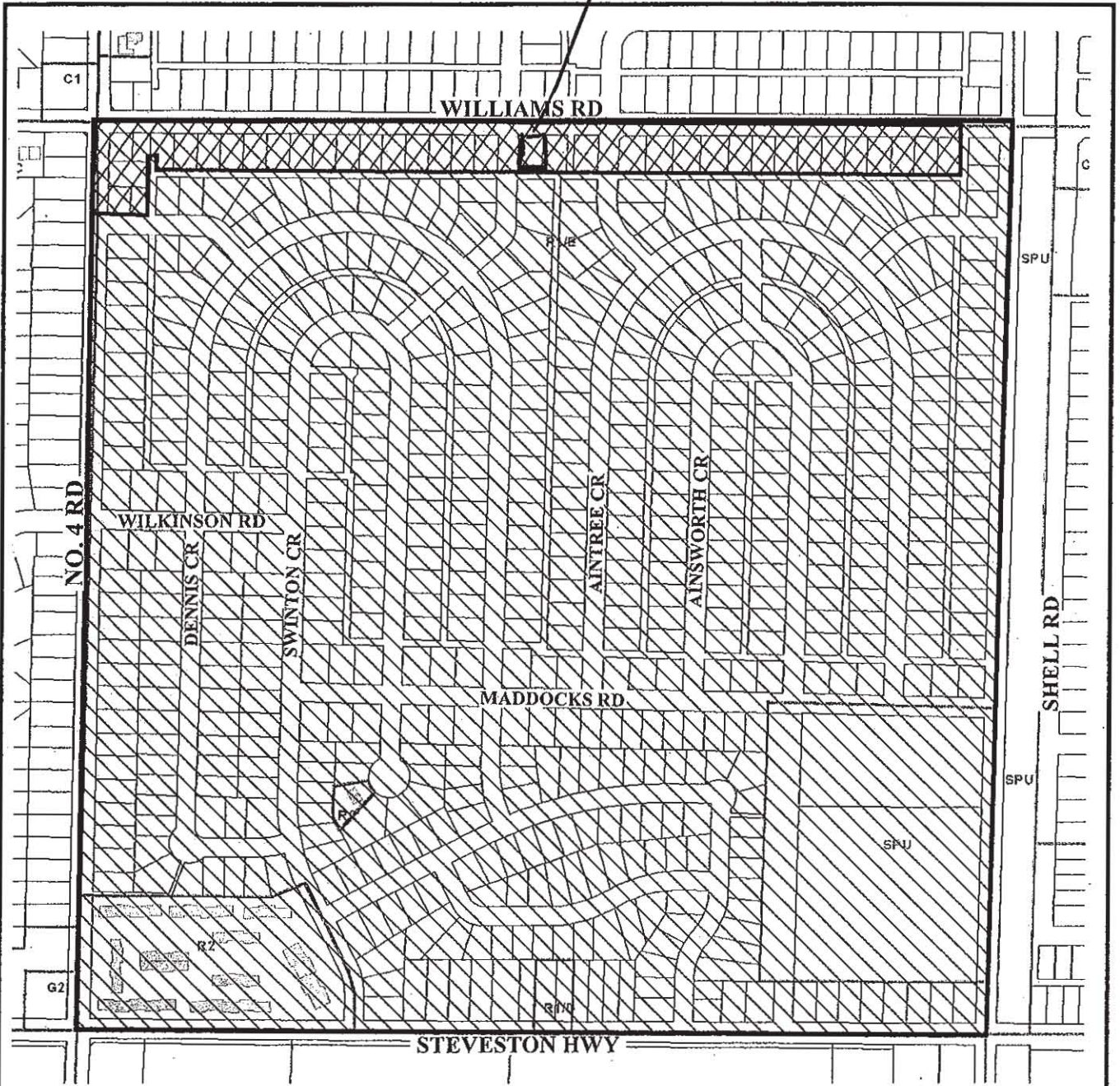
POLICY 5443:

The following policy establishes lot sizes in Section 35-4-6 located in the area bounded by **Steveston Highway, Shell Road, No. 4 Road and Williams Road:**

1. That properties within the area bounded by Steveston Highway, Shell Road, No. 4 Road and Williams Road, in Section 36-4-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area E (R1/E) as per Zoning and Development Bylaw 5300, with the exception that:
 - a) Properties fronting on Williams Road from No. 4 Road to Shell Road and properties fronting on No. 4 Road from Williams Road to Dennis Place, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1-0.6) or Coach House District (R9) provided that vehicle accesses are to the existing rear laneway only.

2. This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, except as per the amending procedures contained in the Zoning and Development Bylaw 5300.

SUBJECT PROPERTY



Subdivision permitted as per **R1/E**.



Subdivision permitted as per R1-0.6 or R9 provided that access is to a constructed lane and not to the arterial road.



Policy 5443
Section 35, 4-6

Adopted Date: 12/17/90

Amended Date: 12/18/06



City of Richmond

6911 No. 3 Road
 Richmond, BC V6Y 2C1
 www.richmond.ca
 604-276-4000

**Development Application
 Data Sheet**

RZ 11-585027 **Attachment 3**

Address: 10020 Aquila Road

Applicant: Raj Dhaliwal

Planning Area(s): Shellmont

	Existing	Proposed
Owner:	Raj Dhaliwal	To be determined
Site Size (m²):	714 m ² (7,685.7 ft ²)	Two (2) lots 383 m ² (4,122.7 ft ²) and 331 m ² (3,562.9 ft ²)
Land Uses:	One (1) single detached dwelling	Two (2) single detached dwellings with one (1) coach house per lot
OCP Designation:	Generalized Land Use Map – Neighbourhood Residential	No change
702 Policy Designation:	Compact Single Detached (RC1) or Coach Houses (RCH)	No change
Zoning:	Single Detached (RS1/E)	Coach Houses (RCH)
Other Designations:	Lane Establishment and Arterial Road Redevelopment Policies permit residential redevelopment along this arterial road.	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	Max. 0.60	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	270 m ² (2,906.35 ft ²)	383 m ² (4,122.7 ft ²) & 331 m ² (3,562.9 ft ²)	none
Setback – Front & Rear Yards (m):	6.0 m Min.	6.0 m Min.	none
Setback – Side Yard (m):	Min. 1.2 m / Min. 3.0 m along Aquila Road	Min. 1.2 m	none
Height (m):	2.5 storeys	2.5 storeys	none

Other: Tree replacement compensation required for loss of significant trees.

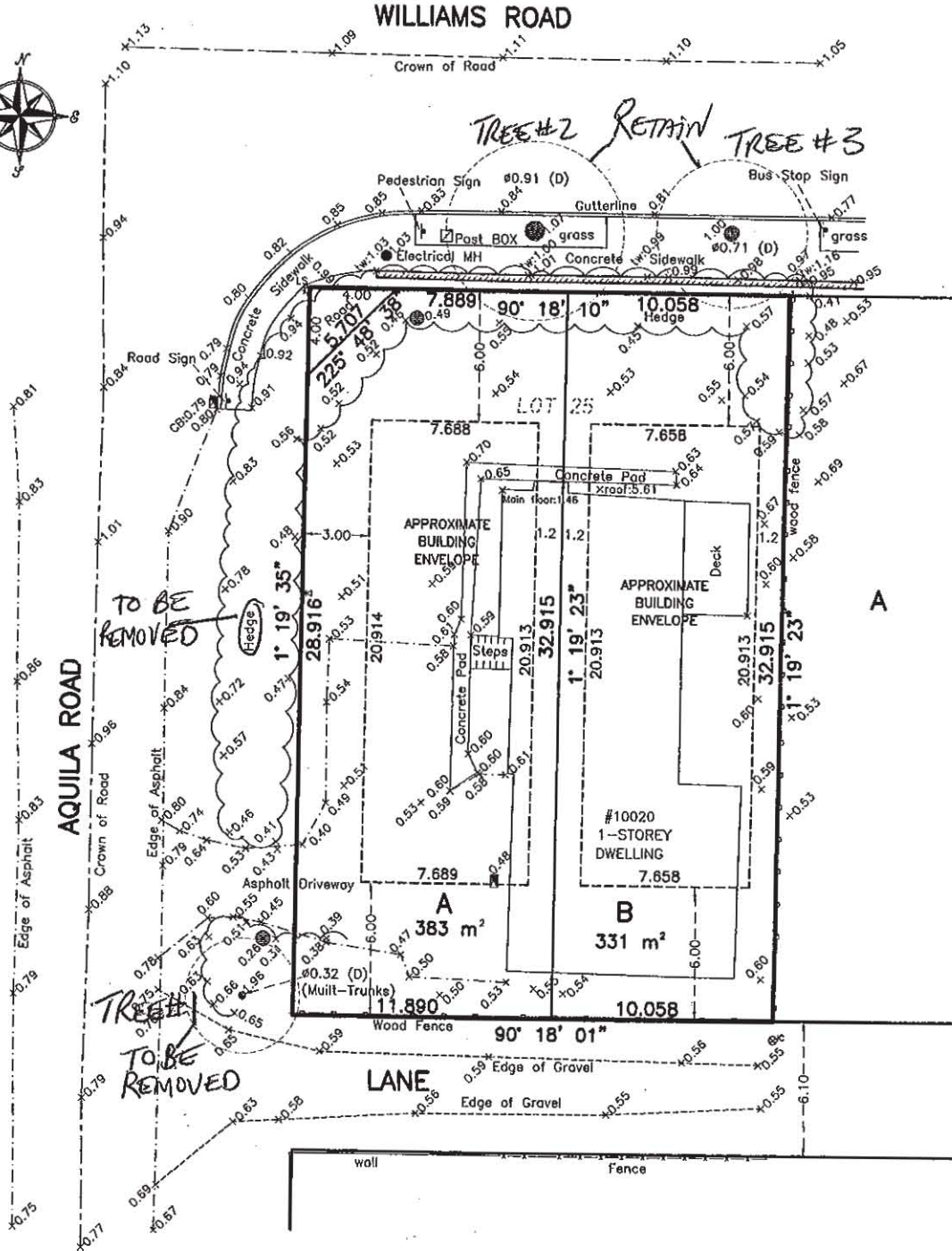
**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 25 BLOCK 11
SECTION 35 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 18549**

SCALE: 1:200 ATTACHMENT 4



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE INDICATED

#10020 AQUILA ROAD,
RICHMOND, B.C.
P.I.D 004-132-360



© copyright
J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 4544
FB-188 P24-26
Drawn By: TH

LEGEND:

- (D) denotes deciduous
- MH denotes manhole
- ☐ denotes catch basin
- ⊕ denotes water valve
- LS denotes lamp standard
- tw denotes top of concrete retaining wall
- denotes round catch basin
- IC denotes inspection chamber

NOTE:

Elevations shown are based on City of Richmond HPN Benchmark network.
Benchmark: HPN #191, Control Monument 02H2453
Located at S edge traffic island @ Riverside Dr & Featherstone Way
Elevation = 1.664 metres

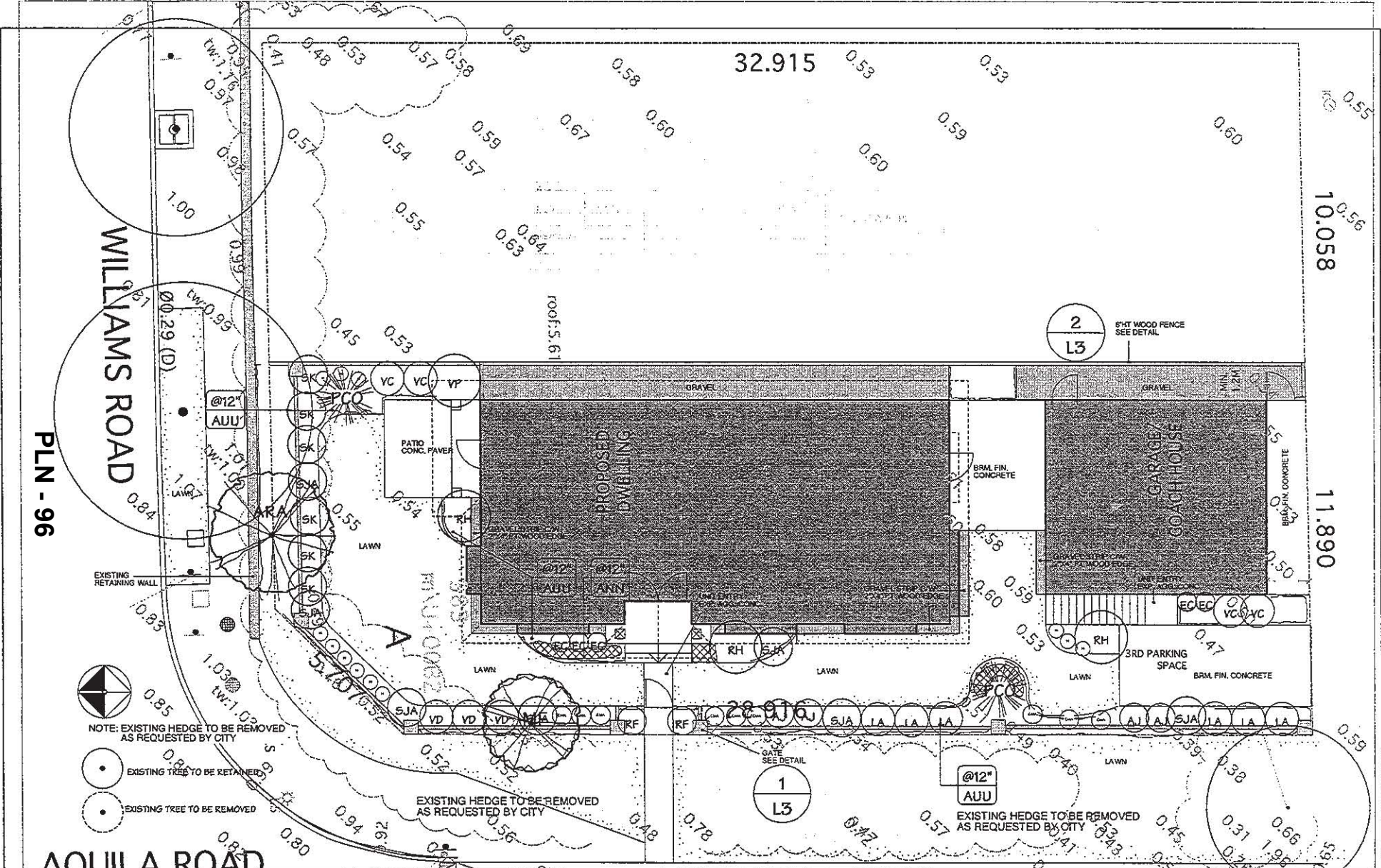
CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY.

Johnson C. Tam
JOHNSON C. TAM, B.C.L.S.

JULY 12th, 2011

DWG No. 4544-TOPO

PLN - 95



WILLIAMS ROAD

PLN - 96

AQUILA ROAD

32.915

10.058

11.890

2
L3

8\"/>

1
L3

@12\"/>

EXISTING HEDGE TO BE REMOVED AS REQUESTED BY CITY

NOTE: EXISTING HEDGE TO BE REMOVED AS REQUESTED BY CITY

EXISTING TREE TO BE RETAINED

EXISTING TREE TO BE REMOVED

EXISTING HEDGE TO BE REMOVED AS REQUESTED BY CITY

DESIGNED	MI	REVISIONS			REVISIONS		
		DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV
SEPT 20, 2011		ISSUED FOR REZONING					
SEPT 27, 2011		HARD LANDSCAPE MODIFIED TO THE AREA ADJACENT TO THE PROPOSED DWELLING FOR REZONING					

LANDSCAPE PLAN



10020 AQUILA RD.
RICHMOND B.C.
R211-585027

SCALE: 1/4" = 1'-0"
JOB NO.: 11L18
SHEET: L1 OF 2

ATTACHMENT 5

PLANT LIST

PROJECT ADDRESS 11491 WILLIAMS RD. RICHMOND

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
ARA	1	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG MAPLE	5.0cm CAL. B&B 1.8m S
MF	1	MALUS FLORIBUNDA	FLOWERING CRABAPPLE	5.0cm CAL. B&B 1.8m S
PCO	2	PICEA OMORIKA	SERBIAN SPRUCE	1.5m HT. B&B
SHRUBS				
AJ	4	AZALEA JAPONICA **	JAPANESE AZALEA	#2 POT
EC	5	ERICA CARNEA	WINTER HEATHER	#2 POT
LA	6	LEUCOTHOE AXILLARIS	COAST LEUCOTHOE	#2 POT
RH	3	RHODODENDRON **	RHODODENDRON	#5 POT
RF	2	ROSA FLOWER CARPET	FLOWER CARPET ROSE	#1 POT
SK	6	SKIMMIA JAPONICA	SKIMMIA	#2 POT
SJA	7	SPIRAEA JAPONICA 'ANTHONY WANTHONY'	ANTHONY WATERER SPIR	#2 POT
VC	4	VACCINIUM CORYMBOSUM	NORTHERN HIGHBUSH BLU	#2 POT
VP	1	VACCINIUM PARVIFOLIUM	HUCKLEBERRY	#2 POT
VD	3	VIBURNUM DAVIDII	DAVID'S VIBURNUM	#2 POT

GROUND COVERS

AUI	190	ARCTOSTAPHYLOS UVA URSI	KINNIKINICK	#SP3 POT
-----	-----	-------------------------	-------------	----------

PERENNIALS/ANNUALS/FERNS/GRASSES/AQUATIC PLANTS

CMA	9	CAREX MORROWII 'AUREO-VARIE'	CAREX	#1 POT
H	12	HEMEROCALLIS 'STELLA D'ORO'	GOLD DAY LILY	#1 POT
ANN	40	ANNUALS **		#SP3 POT

NOTES

** DENOTES SPECIES AND VARIETY TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

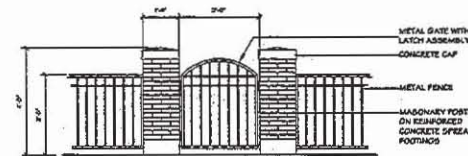
ALL MATERIALS AND EXECUTION SHALL BE IN ACCORDANCE TO THE MOST RECENT BRITISH COLUMBIA LANDSCAPE STANDARDS.

PLANTS IN THIS PLANT LIST ARE SPECIFIED ACCORDING TO THE CNRA STANDARDS FOR NURSERY STOCK AND THE BC NA STANDARDS FOR CONTAINER GROWN PLANTS

EXISTING TREE REPLACEMENT RATIONAL

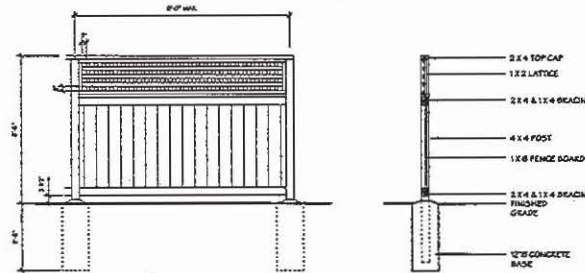
PROJECT ADDRESS (RZ. NO.)

EXISTING TREE TO BE REMOVED	QTY	SIZE	REQUIRED QTY OF REPLACEMENT TREES	PROPOSED TREES	BALANCE
Ø30-40CM	-	Ø8CM CAL./4.0M HT.	-	-	0
Ø40-50CM	-	Ø9CM CAL./5.0M HT.	-	-	0



NOTE:
 ALL WOOD SHALL BE PRESSURE TREATED FOR S.A.S.
 ALL WOOD SHALL BE STAINED WITH 2 COATS SOLID STAIN, COLOUR TO BE COORDINATED WITH THE BUILDING AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO APPLICATION.
 ALL NAILS AND OTHER METAL COMPONENTS SHALL BE GALVANIZED.
 ALL GATES SHALL BE PROVIDED WITH METAL LATCH ASSEMBLIES

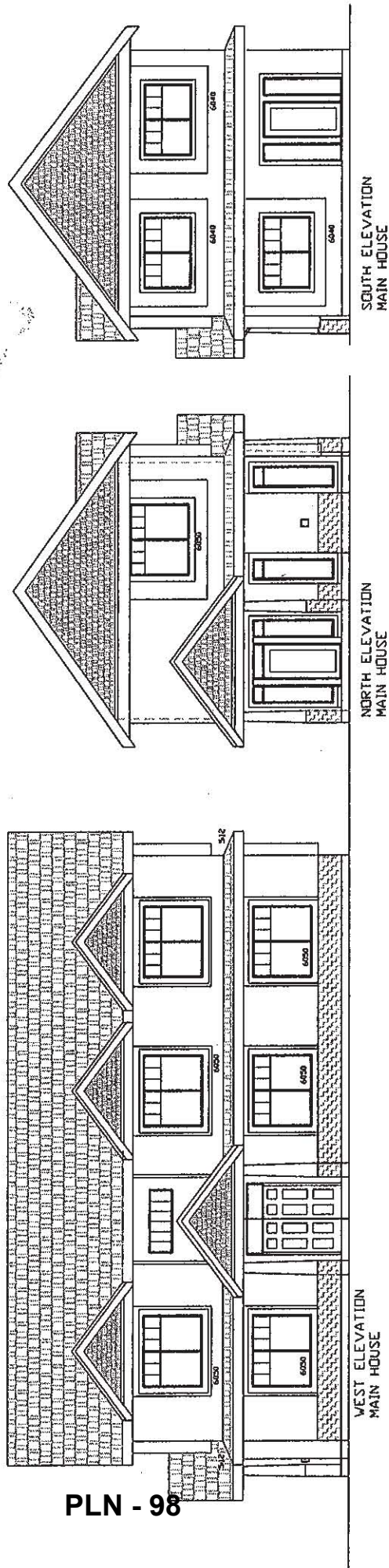
1 METAL FENCE
 SCALE: 1/4" = 1'-0"



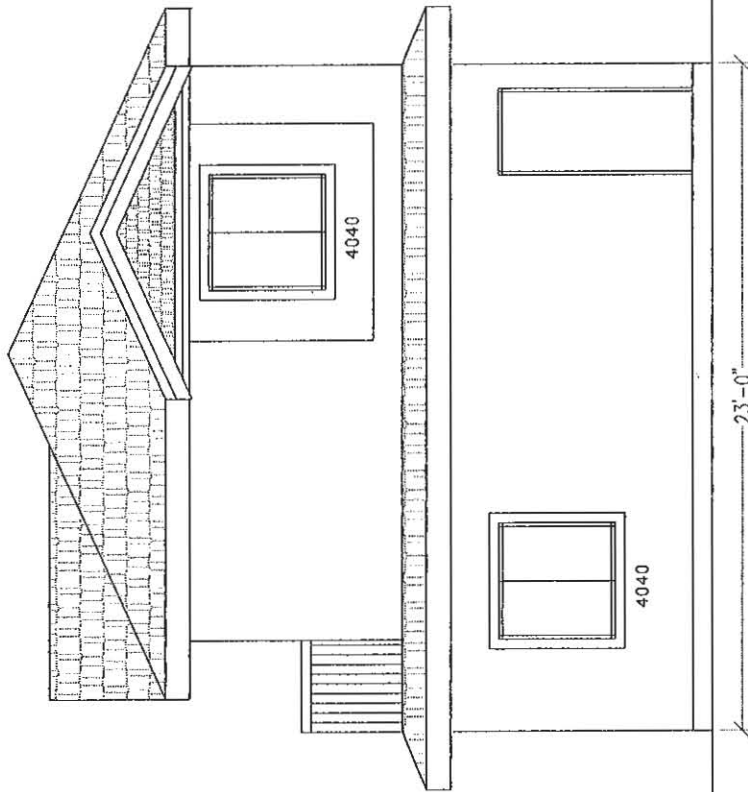
2 6'HT WOOD FENCE DETAIL
 SCALE: 3/8" = 1'-0"

PLN - 97

DESIGNED	M	REVISIONS			REVISIONS			PLANT LIST/ DETAILS	PROJECT	SCALE: 1/4" = 1'-0"
		DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV			
		SEPT 20, 2011	ISSUED FOR REZONING						10020 AQUILA RD. RICHMOND B.C. RZ11-585027	JOB NO.: 11118 SHEET: L2 OF 2
DRAWN	TT	SEPT 27, 2011	FINAL LANDSCAPE DEVELOPED PLANT AREA ADJUSTED ISSUED FOR REZONING							

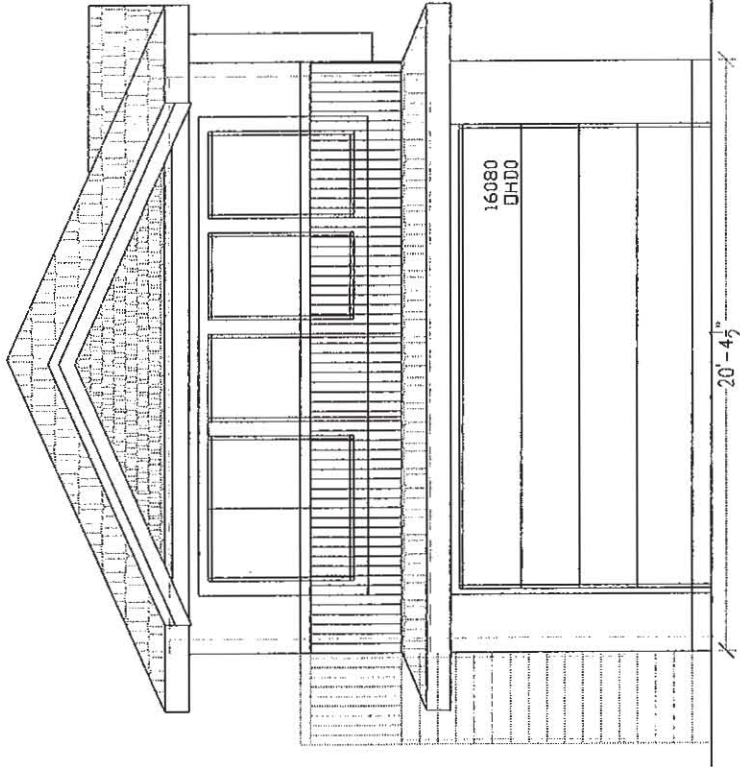


PLN - 98



PLN - 99

SIDE ELEVATION
(GARAGE/COACH HOUSE)



GARAGE/
COACH HOUSE



Richmond Zoning Bylaw 8500
Amendment Bylaw 8824 (RZ 11-585027)
10020 AQUILA 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 COACH HOUSES (RCH).

P.I.D. 004-132-360

Lot 25 Block 11 Section 35 Block 4 North Range 6 West New Westminster District Plan 18549

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8824".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER DEVELOPMENT REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and requirements.



MAYOR

CORPORATE OFFICER



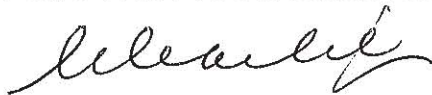
City of Richmond

Report to Committee

To: Planning Committee **Date:** October 19, 2011
From: Cathryn Volkering Carlile **File:** 08-4057-05/2010
 General Manager - Community Services
Re: **Housing Agreement (Concord Monet Project GP Ltd.) Bylaw No. 8828 -**
To Secure Affordable Housing Units located in 9099 Cook Road

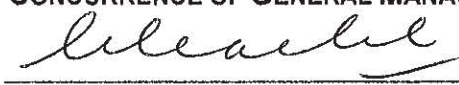
Staff Recommendation

That Bylaw No. 8828 be introduced and given first, second, and third readings to permit the City, once Bylaw No. 8828 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application No. 10-557918.



Cathryn Volkering Carlile
 General Manager - Community Services
 (604-276-4068)

Att. 3

FOR ORIGINATING DEPARTMENT USE ONLY			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Law.....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Development Applications.....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
REVIEWED BY TAG	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	REVIEWED BY CAO	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Staff Report

Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8828, **Attachment 1**) to secure 7 affordable housing units in a proposed development at 9099 Cook Road (map 1, **Attachment 2**).

The report and bylaw are consistent with Council's adopted term goal:

Improve the effectiveness of the delivery of social services in the City through the development and implementation of a Social and Community Services Strategy that includes.....increased social housing, implementation of the campus of care concept and an emergency shelter for women...

Concord Monet Project GP Ltd. has applied to rezone 9099 Cook Road from "Single Detached (RS1/F)" to "High Rise Apartment (ZHR8)-North McLennan (City Centre)" of approximately 142 units, 7 affordable rental housing units within a 16-storey high-rise residential tower, and a six-storey mid-rise building over a parking structure, and 11 two-storey townhouse units with ground level entry.

This rezoning application received second and third reading at the Public Hearing on July 26, 2011. Execution of the Housing Agreement is a rezoning consideration of the Concord Monet Project GP Ltd. application.

The residential component includes seven low end market rental units, consisting of four two-bedroom; two-storey townhouse units; two two-bedroom apartment units; and a one-bedroom apartment unit.

The *Local Government Act*, Section 905, states that a local government may, by bylaw, enter into a Housing Agreement to secure affordable housing units. The proposed Housing Agreement Bylaw for the subject Concord Monet Project GP Ltd. development (Bylaw 8828) is presented in **Attachment 1**. It is recommended that the Bylaw be introduced and given first, second, and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

As noted, the subject rezoning application involves the development of 7 low end market rental units, including: four two-bedroom, two-storey townhouse units; two two-bedroom apartment units; and a one-bedroom apartment unit.

The applicant has agreed to register notice of the Housing Agreement on title to secure the 7 affordable rental units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rates in

perpetuity. The agreement also includes provisions for annual adjustment of the maximum annual household incomes and the rental rates. The applicant has agreed to the terms and conditions of the attached Housing Agreement (**Attachment 3**).

Financial Impact

Administration of this Housing Agreement will be covered by existing City resources.

Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8828 is required to permit the City to enter into a Housing Agreement to secure 7 low end market rental units that are proposed in association with Rezoning Application No. 10-557918.

It is thus recommended that first, second, and third reading be given to Bylaw No. 8828.



Dena Kae Beno
Affordable Housing Coordinator
(604) 247-4946

Attachment 1	Housing Agreement 9099 Cook Road) Bylaw No. 8828	Doc #3390857
Attachment 2	Map of proposed development at 9099 Cook Road	Doc #3391324
Attachment 3	Housing Agreement – Concord Monet Project GP Ltd.	Doc #3384399



City of Richmond

Bylaw 8828

Housing Agreement (9099 Cook Road) Bylaw No. 8828

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 land legally described as:

No PID Number
 Lot 1 Section 10 Block 4 North Range 6 West New Westminster District Plan
 BCP _____

- 2. This Bylaw is cited as **“Housing Agreement (9099 Cook Road) Bylaw No. 8828”**.

FIRST READING

SECOND READING

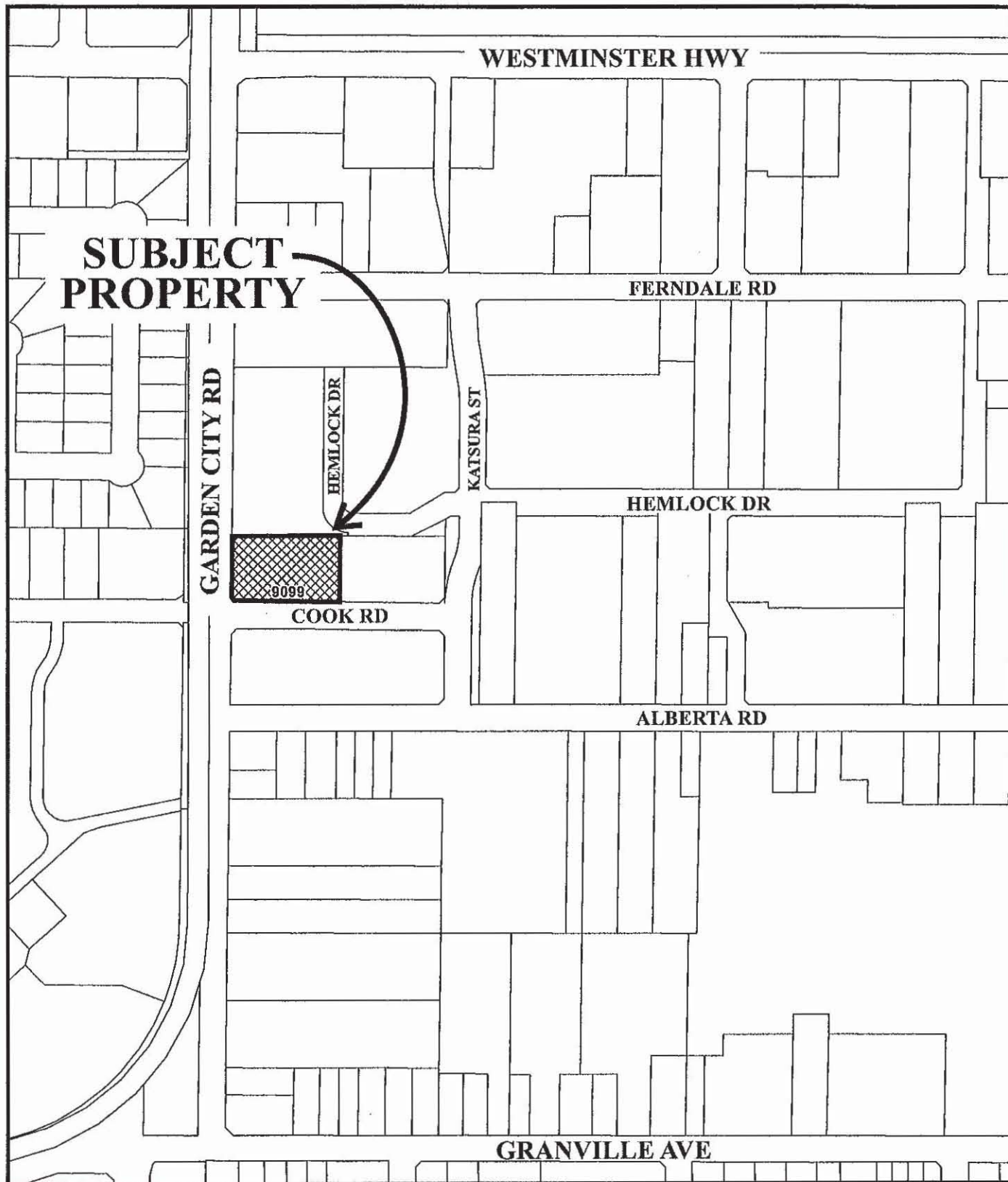
THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER



**SUBJECT
PROPERTY**

GARDEN CITY RD

HEMLOCK DR

KATSURA ST

WESTMINSTER HWY

FERNDALE RD

HEMLOCK DR

COOK RD

ALBERTA RD

GRANVILLE AVE

9099



9099 Cook Road

Original Date: 10/20/11

Revision Date:

Note: Dimensions are in METRES

Schedule A

To Housing Agreement (9099 Cook Road) Bylaw No. 8828

HOUSING AGREEMENT BETWEEN CONCORD MONET PROJECT GP LTD. AND
CITY OF RICHMOND IN RELATION TO 9099 COOK ROAD

HOUSING AGREEMENT
(Section 905 Local Government Act)

THIS AGREEMENT is dated for reference the 13th day of October, 2011.

BETWEEN:

CONCORD MONET PROJECT GP LTD.

(Inc. No. BC0899219)

a company duly incorporated under the laws of the Province of British Columbia and having its offices at 900 – 1095 West Pender Street, Vancouver BC V6E 2M6

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

AND:

CITY OF RICHMOND

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

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

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined);
- C. As a condition of approving Rezoning Application RZ 10-557918 to rezone the Lands, the Owner is required to register the City’s standard Housing Agreement to secure at least seven (7) Affordable Housing Units (as hereinafter defined) being constructed on the Lands; and

- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide the Affordable Housing Units (as hereinafter defined) on the terms and conditions set out in this Agreement.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing 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;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (e) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (f) **"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;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$31,500 or less;
 - (ii) in respect to a one bedroom unit, \$35,000 or less;

- (iii) in respect to a two bedroom unit, \$42,500 or less; or
- (iv) in respect to a three or more bedroom unit, \$51,000 or less

provided that, commencing July 1, 2010, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. 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;

- (h) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"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 registered on the ___ day of ___, 2011 under number _____;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and any part, including a building or a portion of a building, into which said land is Subdivided:

No PID Number
 Lot 1 Section 10 Block 4 North Range 6 West New Westminster District Plan
 BCP _____
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;

- (o) **"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;
- (p) **"Permitted Rent"** means no greater than:
- (i) \$788.00 a month for a bachelor unit;
 - (ii) \$875.00 a month for a one bedroom unit;
 - (iii) \$1,063.00 a month for a two bedroom unit; and
 - (iv) \$1,275.00 a month for a three (or more) bedroom unit,
- provided that, commencing July 1, 2010, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. 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;
- (q) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41;
- (r) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78;
- (s) **"Strata Property Act"** means *Strata Property Act* S.B.C. 1998, Chapter 43;
- (t) **"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*;
- (u) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (v) **"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) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 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.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 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 not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
 - (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

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

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) 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 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is 6 months following the date that the Owner provided the notice of termination to the Tenant;

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

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

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs

the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 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 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 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units then City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The

Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

7.2 Modification

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

7.3 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.

7.4 Indemnity

The Owner will indemnify, protect 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 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
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,

personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Survival

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

7.7 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 905(5) of the *Local Government Act* will be filed on the title to the Lands;

7.8 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.

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or 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.

7.10 No Public Law Duty

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

7.11 Notice

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

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

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

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

7.12 Enuring Effect

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

7.13 Severability

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

7.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising

any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.15 Sole Agreement

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

7.16 Further Assurance

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

7.17 Covenant Runs with the Lands

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

7.18 Equitable Remedies

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

7.19 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.

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.

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

CONCORD MONET PROJECT GP LTD.

by its authorized signatories:

Per: _____

Per: _____

CITY OF RICHMOND

by its authorized signatories:

Per: _____

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

Appendix A to the Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

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

Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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

DECLARED BEFORE ME at the City of)
 Richmond, in the Province of British Columbia,)
 this _____ day of _____, 2011.)

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

 DECLARANT



Housing Agreement (9099 Cook Road) Bylaw No. 8828

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 land legally described as:

No PID Number
 Lot 1 Section 10 Block 4 North Range 6 West New Westminster District Plan
 BCP _____

- 2. This Bylaw is cited as **“Housing Agreement (9099 Cook Road) Bylaw No. 8828”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor


MAYOR

CORPORATE OFFICER