



Planning Committee

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

**Wednesday, December 3, 2014
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on Tuesday, November 18, 2014.*



NEXT COMMITTEE MEETING DATE

Tuesday, December 16, 2014, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DEPARTMENT

- 1. HOUSING AGREEMENT BYLAW NO. 9161 AND BYLAW NO. 9162 TO PERMIT THE CITY TO ENTER INTO HOUSING AGREEMENTS TO SECURE AFFORDABLE RENTAL HOUSING UNITS - PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. - LOT 1**
(File Ref. No. 08-4057-01; 12-8060-20-009161/009162; RZ 12-610011) (REDMS No. 4332072 v.10)

PLN-12

See Page PLN-12 for full report

Designated Speaker: Dena Kae Beno

STAFF RECOMMENDATION

- (1) *That Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc.- Lot 1) ARTS Units Bylaw No. 9161 be introduced and given first, second and third readings to permit the City, once Bylaw No. 9161 has been adopted, to enter into a Housing Agreement substantially in the form attached to Bylaw No. 9161, in accordance with the requirements of s. 905 of the Local Government Act, to secure affordable housing in the form of artist residential tenancy studio (ARTS) units required by Rezoning Application 12-610011; and*
- (2) *That Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc.-Lot 1) Affordable Housing Bylaw No. 9162 be introduced and given first, second and third readings to permit the City, once Bylaw No. 9162 has been adopted, to enter into a Housing Agreement substantially in the form attached to Bylaw No. 9162, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 12-610011.*



PLANNING & DEVELOPMENT DEPARTMENT

- 2. **APPLICATION BY CITY OF RICHMOND FOR REZONING AT 9620, 9660 AND 9700 CAMBIE ROAD FROM SINGLE DETACHED (RS1/F) TO SCHOOL & INSTITUTIONAL USE (SI)**
(File Ref. No. 12-8060-20-009176; RZ 14-667788) (REDMS No. 4348727 v.3)

PLN-61

[See Page PLN-61 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9176, for the rezoning of 9620, 9660 and 9700 Cambie Road from the “Single Detached (RS1/F)” zone to the “School & Institutional Use (SI)” zone in order to develop a new Fire Hall and BC Ambulance Service Ambulance Station, be introduced and given first reading.



Pg. # ITEM

3. **APPLICATION BY YAMAMOTO ARCHITECTURE INC. FOR REZONING AT 10591, 10611 AND 10631 GILBERT ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**

(File Ref. No. 12-8060-20-009190; RZ 13-649998) (REDMS No. 4383316 v.2)

PLN-96

[See Page PLN-96 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9190, for the rezoning of 10591, 10611 and 10631 Gilbert Road from “Single Detached (RS1/E)” to “Low Density Townhouses (RTL4)”, be introduced and given first reading.

4. **MANAGER’S REPORT**

ADJOURNMENT



Planning Committee

Date: Tuesday, November 18, 2014

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Evelina Halsey-Brandt
Councillor Chak Au
Councillor Linda Barnes
Councillor Harold Steves

Also Present: Councillor Linda McPhail

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, November 4, 2014, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Wednesday, December 3, 2014, (tentative date) at 4:00 p.m. in the Anderson Room

PLANNING & DEVELOPMENT DEPARTMENT

1. **AGRICULTURAL LAND RESERVE NON-FARM USE APPLICATION BY BRITISH COLUMBIA MUSLIM ASSOCIATION AT 12300 BLUNDELL ROAD**
(File Ref. No. AG 13-636059) (REDMS No. 4367461)

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Wayne Craig, Director, Development commented on the proposed application and noted that the site is currently zoned for assembly and is currently within the Agricultural Land Reserve (ALR).

In reply to queries from Committee, Mr. Craig advised that over time the site has undergone some incremental adjustments. The current application will be the largest expansion to date and the Agricultural Land Commission (ALC) will record all historical adjustments. He added that the site will remain in the ALR.

It was moved and seconded

That the application by the British Columbia Muslim Association for a non-farm use at 12300 Blundell Road to allow for the expansion of the existing mosque be endorsed and forwarded to the Agricultural Land Commission.

CARRIED

2. **APPLICATION BY LI QIN CHEN FOR REZONING AT 10726 HOLLYBANK DRIVE FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-009196; RZ 14-663343) (REDMS No. 4408486)

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9196, for the rezoning of 10726 Hollybank Drive from “Single Detached (RS1/E)” to “Single Detached (RS2/B)”, be introduced and given first reading.

CARRIED

3. **APPLICATION BY ORIS CONSULTING LTD./CITYMARK PROPERTIES FOR REZONING AT 5440 MONCTON STREET FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/A)**

(File Ref. No. 12-8060-009194; RZ 14-666142) (REDMS No. 4398541)

Mr. Craig spoke of the proposed application and noted that an updated Development Application Data Sheet and a preliminary landscape plan were distributed to the Committee (attached to and forming part of these minutes as **Schedule 1**).

In reply to queries from Committee, Mr. Craig advised that staff encourage applicants to build secondary suites to satisfy the City’s Affordable Housing Strategy requirements and as such, two secondary suites would be required from the proposed application. Alternatively, Mr. Craig noted that the Affordable Housing Strategy provides the developer with the option of providing a cash-in-lieu contribution to the Affordable Housing Reserve Fund instead of the secondary suites for single-family rezoning.

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Discussion ensued with regard to the Affordable Housing Strategy requirements and the preference to include secondary suites in the proposed application. Mr. Craig noted that Council does have the option to place conditions on the proposed rezoning application to require the inclusion of secondary suites.

Discussion then ensued regarding parking on-site. Mr. Craig advised that parking on-site will be via a front driveway access which could accommodate vehicles from potential secondary suites.

In reply to queries from Committee, Mr. Craig advised that the conceptual site drawings in the staff report include the minimum setback requirements. He added that the applicant has the option to locate the building envelope towards the front or rear of the site, provided the minimum setback requirements are met.

Discussion ensued with respect to the City's policy on affordable housing requirements and remaining consistent when applying said requirements to all development applications.

In reply to queries from Committee, Nelson Chan, Citimark Properties, noted that the applicant prefers to provide a cash-in-lieu contribution to the Affordable Housing Reserve Fund but can review the design to examine if building secondary suites is feasible.

Discussion ensued with regard to (i) remaining consistent when applying affordable housing requirements to development applications in all areas of the city, (ii) working with the applicant to include secondary suites in the proposed application, (iii) reviewing the City's policy on affordable housing contributions, and (iv) affordability of housing in the Steveston area.

Discussion continued regarding future rezoning applications and opportunities to include secondary suites in the Steveston area. Mr. Craig noted that additional rezoning applications are anticipated for sites adjacent to the proposed application.

Discussion further ensued with respect to advancing the proposed application to the Public Hearing stage in order to give the applicant the opportunity to review the proposed application to include secondary suites.

In reply to queries from Committee, Mr. Chan advised that the lot size and proposed buildings are small. However, he added that further review of the building's design is required before a secondary suite can be considered.

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

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It was moved and seconded

That the staff report titled Application by Oris Consulting Ltd./Citymark Properties for Rezoning at 5440 Moncton Street from Single Detached (RS1/E) to Single Detached (RS2/A), dated October 30, 2014, from the Director, Development, be referred back to staff to examine the option to include secondary suites.

The question on the referral was not called as discussion ensued with respect to (i) providing an opportunity for the applicant to include secondary suites in the proposed application, (ii) increasing affordable housing units in the Steveston area, and (iii) the timeline of the referral.

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

It was moved and seconded

That the staff report titled Application by Oris Consulting Ltd./Citymark Properties for Rezoning at 5440 Moncton Street from Single Detached (RS1/E) to Single Detached (RS2/A), dated October 30, 2014, from the Director, Development, be referred back to staff to examine the option to include secondary suites and report back to the Planning Committee meeting of Wednesday, December 3, 2014.

The question on the referral was not called as discussion ensued regarding the timeline of the referral.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, spoke of the referral timeline and advised that staff can provide Committee with a memorandum regarding the addition of secondary suites to the proposed application by the next scheduled Planning Committee meeting.

The question on the referral was then called and it was **DEFEATED** with Cllrs. Au, Barnes, and Halsey-Brandt opposed.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9194, for the rezoning of 5440 Moncton Street from "Single Detached (RS1/E)" to "Single Detached (RS2/A)", be introduced and given first reading.

CARRIED

Opposed: Cllrs. McNulty
Steves

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4. **MANAGER'S REPORT**

(i) Aspac Development Lands

Mr. Craig briefed Committee on the Aspac Development Lands with respect to the proposed modified development sequence, noting that the waterfront lot is proposed to be developed first. He added that there will be no anticipated impact on the proposed amenities and off-site servicing has been adjusted to ensure all required works are provided with the first phase.

Discussion ensued with regard to the anticipated traffic in the area as a result of the proposed modified development sequence. In reply to queries from Committee, Mr. Craig advised that less traffic is anticipated in the area since the waterfront lot will be a smaller development and the new River Road connector is expected to absorb vehicle traffic.

In reply to queries from Committee, Mr. Craig advised that the section of River Road adjacent to the site is open and the curb and sidewalk on the south side of road will be completed during the first phase of development.

(ii) Former Steveston Secondary School Site Public Consultation

Mr. Craig noted that staff are coordinating with Polygon Development for a third open house related to the proposed development of the former Steveston Secondary School site. The open house is tentatively scheduled for Tuesday, December 2, 2014 and notices will be sent to area residents.

(iii) Lions Manor Decommissioning

In reply to queries from Committee, Mr. Craig advised that there are currently no rezoning applications for the Lions Manor site. He added that there is a proposed development variance permit to relocate a cellular antenna during the site decommissioning. He noted that staff have not received information from Vancouver Coastal Health regarding the future use of the site.

Discussion ensued with regard to retaining the Lions Manor building.

Staff were directed to provide Council with an update of the Lions Manor decommissioning.

Discussion ensued with regard to single family subdivisions in relation to the Affordable Housing Strategy.

Mr. Erceg advised that an overall review of the City's Affordable Housing Strategy is being undertaken by Community Services staff. Also, he noted that staff can examine the status of affordable housing in the Steveston area.

Discussion then ensued regarding demand for affordable housing in the city.

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

5.

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It was moved and seconded

That staff examine the affordable housing contributions from upcoming rezoning applications in the Steveston area and report back.

The question on the referral was not called as discussion ensued regarding industrial buildings in the Steveston area.

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

It was moved and seconded

That staff examine affordable housing contributions from upcoming rezoning applications and future use of industrial buildings in the Steveston area and report back.

CARRIED

Discussion then ensued with regard to affordable housing contributions from other areas in the city.

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

It was moved and seconded

That staff examine the Affordable Housing Strategy requirements for single family developments to identify other areas in the city where affordable housing units should be provided and report back.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:29 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, November 18, 2014.

Councillor Bill McNulty
Chair

Evangel Biason
Auxiliary Committee Clerk



City of
 Richmond

Development Application Data Sheet
 Development Applications Division

RZ 14-666142

Attachment 3

Address: 5440 Moncton Street

Applicant: Oris Consulting Ltd./Citymark Properties

Planning Area(s): Steveston

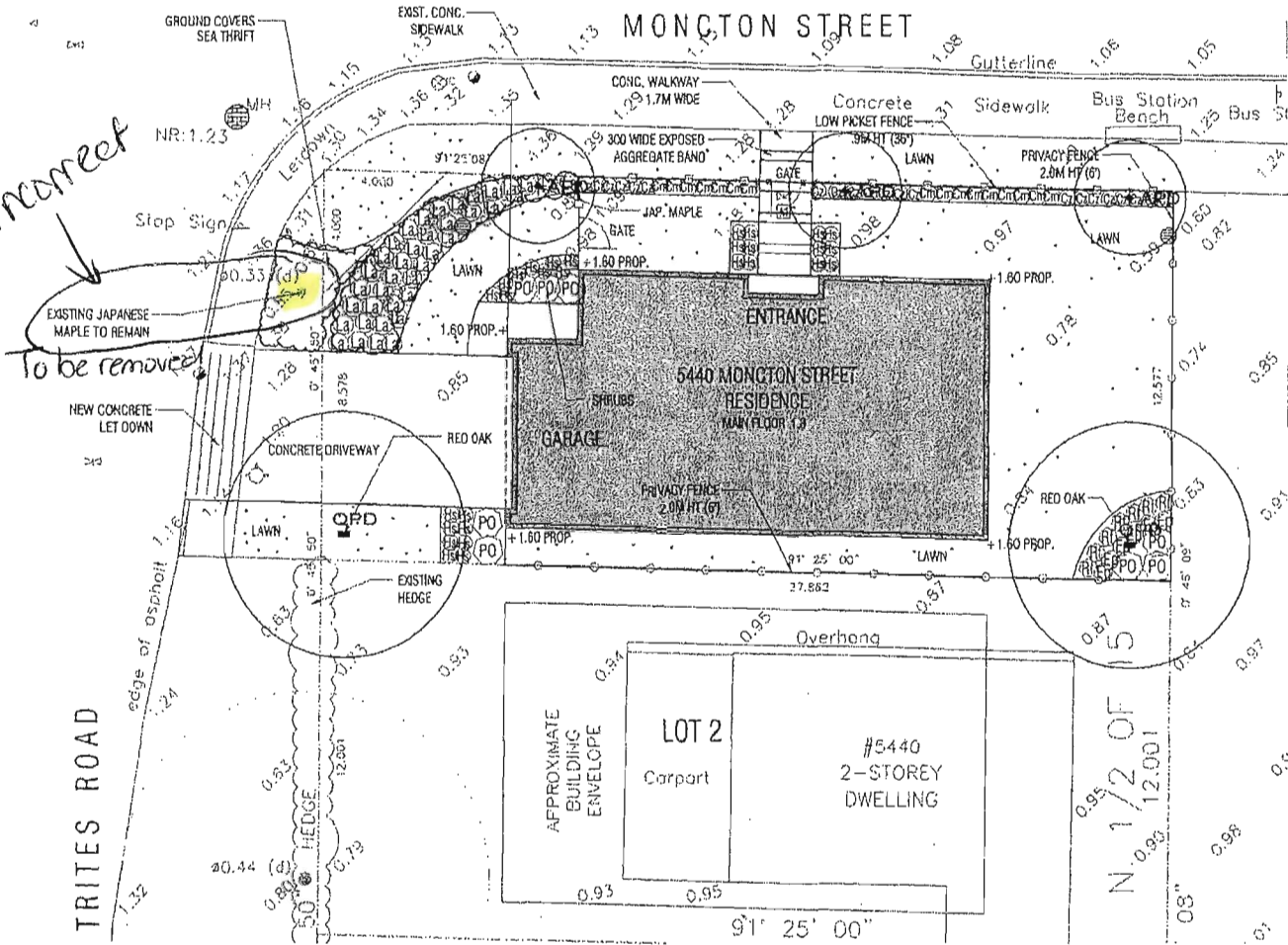
	Existing	Proposed
Owner:	Joe Yosuke Nishi Itoko Akune Albert Fumitake Nishi	To be determined
Site Size (m ²):	1,018 m ² (10,957 ft ²)	Three (3) lots, each approximately 334 m ² (3,595 ft ²)
Land Uses:	One (1) single detached dwelling	Two (2) single-family lots
OCP Designation:	Neighbourhood Residential	No change
Area Plan Designation:	Single-Family Housing	No change
Zoning:	Single Detached (RS1/E)	Single Detached (RS2/A)

← Correct
 ← incorrect

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 Coverage – Buildings, structures, and non-porous surfaces:	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping with live plant material:	Min. 20%	Min. 20%	none
Lot Size (min. dimensions):	270 m ²	Min. 334 m ²	none
Setback – Front & Rear Yards (m):	Min. 6 m	Min. 6 m	none
Setback – Interior Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Setback – Exterior Side Yard (m):	Min. 3.0 m	Min. 3.0 m	none
Height (m):	2 ½ storeys	2 ½ storeys	none

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

** Preliminary*



SITE PLAN: LANDSCAPE
SCALE: 1: 100 metric

GENERAL LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL SHALL MEET OR EXCEED STANDARDS REQUIRED BY BCATA OR BCCLA GUIDELINES.
2. TOPSOIL SUPPLIED SHALL BE FROM A REPUTABLE SOURCE. A FULL ANALYSIS OF THE TOPSOIL WILL BE REQUIRED AT THE CONTRACTORS EXPENSE. SUBMIT TO LANDSCAPE CONSULTANT FOR APPROVAL.
3. AMEND TOPSOIL PER SOIL ANALYSIS RECOMMENDATIONS PRIOR TO SPREADING ON SITE. REJECTED TOPSOIL SHALL BE REMOVED OFF SITE IMMEDIATELY AT THE LANDSCAPE CONTRACTORS EXPENSE.
4. TOPSOIL DEPTHS FOR PLANTING AS FOLLOWS:
 - A. GRASSED AREAS: 6" (150MM) ON GRADE
 - B. GROUND COVERS: 12" (300MM)
 - C. SHRUBS: 18" (450MM)
 - D. TREE PTS: 36" (1000MM) WITH 12" (300MM) BELOW ROOT BALL
5. LAWN AREAS SHALL BE SODDED WITH #1 PREMIUM RESIDENTIAL SOD NON-MESHED.
6. 2" DEPTH OF 1" MINUS COMPOST MULCH TO BE INSTALLED IN ALL SHRUB PLANTING AREAS.
9. ROAD GRADING AND OVERALL SITE GRADING BY CIVIL ENGINEERING OR ARCHITECTURAL.
10. NEW DRIVEWAY AND STREET LET DOWN BY OTHERS. SEE ARCH. OR CIVIL DWGS.

PLANT LIST:

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.
QPO	2	QUERCUS RUBRA	RED OAK	50 CM CAL 2.0 M HT.	B & B
APD	3	ACER PALMATUM	JAPANESE MAPLE	#3	B & B
PO	8	PRUNUS LAUROCERASUS OTTO LUYKEN	OTTO LUYKEN LAUREL	#3	CONTAINER
EP	6	ECHINACEA PURPUREA	PURPLE CONEFLOWER	#1	CONTAINER
CM	16	COREOPSIS VERTICILLATA MOONBEAM	MOONBEAM TICKSEED	#1	CONTAINER
CZ	21	COREOPSIS VERTICILLATA ZAGREB	ZAGREB TICKSEED	#1	CONTAINER
HS	29	HEMEROCALIS STELLA D'ORO	DAY LILY	#1	CONTAINER
LA	33	LAVANDULA ANGLUSTIFOLIA	ENGLISH LAVENDER	#1	CONTAINER
RF	7	RUBROCKIA FULGIDA var GOLDSTRUM	BLACK EYED SUSAN	#1	CONTAINER
AM	88	ARMERIA MARITIMA	SEA THRIFT	#1	30CM O.C.

REVISIONS REQUESTED:
1. ADD 1.00M EXPOSED BAND OF
2. ADD 1.00M EXPOSED BAND OF
3. ADD 1.00M EXPOSED BAND OF

PROJECT
SINGLE FAMILY RESIDENTIAL
5440 MONCTON, RICHMOND, B.C.
FOR: ORIS CONSULTING LTD.



DATE	NO.	BY	REVISION
DESIGN	NO.	BY	REVISION
DRAWN	NO.	BY	REVISION
CHECKED	NO.	BY	REVISION
SCALE	TITLE		
JOB NO.	41111		

SHEET TITLE
LANDSCAPE PLAN
SHEET NO.
L-1

PLN - 53

PLN - 11



City of Richmond

Report to Committee

To: Planning Committee **Date:** October 22, 2014

From: Cathryn Volkering Carlile **File:** 08-4057-01/2014-Vol 01
General Manager, Community Services

Re: **Housing Agreement Bylaw No. 9161 and Bylaw No. 9162 to Permit the City to Enter Into Housing Agreements to secure affordable rental housing units - Pinnacle Living (Capstan Village) Lands Inc. - Lot 1**

Staff Recommendation

1. That Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc.- Lot 1) ARTS Units Bylaw No. 9161 be introduced and given first, second and third readings to permit the City, once Bylaw No. 9161 has been adopted, to enter into a Housing Agreement substantially in the form attached to Bylaw No. 9161, in accordance with the requirements of s. 905 of the Local Government Act, to secure affordable housing in the form of artist residential tenancy studio (ARTS) units required by Rezoning Application 12-610011.
2. That Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc.-Lot 1) Affordable Housing Bylaw No. 9162 be introduced and given first, second and third readings to permit the City, once Bylaw No. 9162 has been adopted, to enter into a Housing Agreement substantially in the form attached to Bylaw No. 9162, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 12-610011.

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

Att. 3

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS:	APPROVED BY CAO
	PLN - 12	

Staff Report

Origin

The purpose of this report is to recommend Council’s adoption of Housing Agreement Bylaw No. 9161 and Housing Agreement Bylaw No. 9162 (Attachments 2 and 3) to secure 845.4 m² (9,099 ft²) of affordable housing in the form of 11 affordable housing units, and 1,393.8 m² (15,003 ft²) of artist residential tenancy studio (ARTS) housing in the form of 17 ARTS units in the first phase of a four phase development.

This report is consistent with Council’s Term Goal #2 Community Social Services:

2.5. Development of a clearer definition of affordable housing priorities and subsequent utilization of affordable housing funding.

It is consistent with the Richmond Affordable Housing Strategy, adopted by Council at the meeting held on May 28, 2007, which specifies the creation of affordable housing for low to moderate income households as a key housing priority for the City. The report is also consistent with the Richmond Arts Strategy, which specifies strengthening and supporting the arts community, as well as increasing the number of arts spaces.

Pinnacle International (Richmond) Plaza Inc. has applied to the City of Richmond for rezoning (RZ 12-610011) of lands owned by Pinnacle Living (Capstan Village) Lands Inc. at 3200, 3220, 3240, 3300 and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331 and 3371 Sexsmith Road from “Single Detached (RS1/F)” to “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) – Capstan Village (City Centre)” and “School & Institutional Use (SI)” to permit the construction of a four-phase, high-rise, high density, mixed use development and City Park in the City Centre’s Capstan Village area.

The proposed four-phase development will contain a maximum of 98,008.0 m² (1,054,949.2 ft²) of residential floor area (approximately 1,128 dwelling units), of which 1,393.5 m² (15,000.0 ft²) shall be constructed as 17 affordable (low-end market rental) housing in the form of artist residential tenancy studio (ARTS) units, and 4,830.7 m² (51,997.2 ft²) or 5 percent (excluding the ARTS units) shall be constructed as affordable (low-end market rental) housing (approximately 63 units).

Analysis

The 17 ARTS units are anticipated to be delivered (all constructed in the first of the development’s four proposed phases) as follows:

Table 1

Unit Type	# of Units	Minimum Unit Area	Maximum Rent	Total Household Income
ARTS – bachelor	5	74 m ²	\$850	\$34,000 or less
ARTS – 1 bedroom	7	74 m ²	\$850	\$34,000 or less
ARTS – 2 bedroom	5	91 m ²	\$850	\$34,000 or less
Total	17	-	-	-

The applicant has agreed to register notice of the Housing Agreement on title to secure the 17 artist residential tenancy studio (ARTS) units in Phase 1. The Housing Agreement restricts annual household incomes for eligible occupants and specifies that the units must be rented at bachelor unit rates as stipulated for low-end market rental units in the City’s Affordable Housing Strategy. The agreement also includes provisions for the selection criteria for eligible artists to reside in the units, with annual adjustment of the maximum annual household incomes and rental rates in accordance with the City’s requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement (Bylaw No. 9161, Schedule A.)

The 63 affordable housing units in the subject development are anticipated to be delivered over 4 phases as follows:

Table 2

Phase	Lot	Max. Permitted Residential Floor Area Under ZMU25 (excluding ARTS Units)	Minimum Affordable Housing Requirement (excluding ARTS Units)	
			Habitable Floor Area Requirement	Lot-by-Lot Distribution of Habitable Floor Area
1	1	33,750.6 m ²	1,687.5 m ² (5%)	843.8 m ² (2.5%)
2	2	39,194.5 m ²	1,959.7 m ² (5%)	979.9 m ² (2.5%)
3	3	15,732.2 m ²	786.6 m ² (5%)	1,980.4 m ² (12.6%)
4	4	7,937.2 m ²	396.9 m ² (5%)	1,026.6 m ² (12.9%)
Total		96,614.5 m ²	4,830.7 m ² (5%)	4,830.7 m ² (5%)

For Phase 1 of the development, 11 affordable housing units are anticipated to be delivered as follows:

Table 3

Unit Type	# of Units	Minimum Unit Area	Maximum Rent	Total Household Income
1 bedroom	2	50 m ²	\$950	\$38,000 or less
2 bedroom	7	80 m ²	\$1,162	\$46,500 or less
3 bedroom	2	91 m ²	\$1,437	\$57,500 or less
Total	11	-	-	-

The applicant has agreed to register notice of the Housing Agreement on title to secure the 11 affordable rental units in Phase 1. The Housing Agreement restricts annual household incomes for eligible occupants and specifies that the units must be made available at low-end market rent rates in perpetuity. The agreement also includes provisions for annual adjustments of the maximum annual household incomes and rental rates, in accordance with the City’s standard requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement [Bylaw No. 9162, Schedule A].

Through RZ 12-610011, for Phases 2, 3, and 4 of the subject development, the developer has agreed to register legal agreements on title restricting Development Permit issuance for those phases until, on a phase-by-phase basis, the developer provides additional affordable housing units and enters into Housing Agreements to secure these units in perpetuity, as set out in Table 2 above. The developer (Pinnacle) currently owns the affordable housing and ARTS units, but the unit may transfer in ownership over time. In case of a change in ownership, there will be no impact on the units as they are secured as affordable housing in perpetuity.

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. 9161 and Bylaw No. 9162 is required to permit the City to enter into Housing Agreements which, together with the associated housing covenants, will secure the provision of 11 affordable housing units and 17 affordable housing (ARTS) units in the first of Pinnacle International's four phases of development that are proposed by Rezoning Application No. 12-610011.



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

DKB:jr

Att.1: Map of Subject Site
Att.2: Bylaw No. 9161, Schedule A
Att.3: Bylaw No. 9162, Schedule A



City of Richmond



	<p>3200, 3220, 3240, 3300 and 3320 No. 3 Road and 3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331 and 3371 Sexsmith Road</p>	<p>Original Date: 10/28/14 Revision Date: Note: Dimensions are in METRES</p>
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Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc. - Lot 1) ARTS Units Bylaw No. 9161

The Council of the City of Richmond enacts as follows:

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

PID: 007-976-682 Lot 1 Sections 27, 28 and 29 Block 4 North Range 6 West New Westminster District Plan 6311;

PID: 004-135-091 Lot "A" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368

PID: 011-191-082 North Half Lot "B" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368

- 2. This Bylaw is cited as "Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc. - Lot 1) ARTS Units Bylaw No. 9161".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

Four horizontal lines for signatures

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (Pinnacle International (Capstan Village) Lands Inc. - Lot 1) ARTS
Units Bylaw No. 9161

HOUSING AGREEMENT BETWEEN PINNACLE INTERNATIONAL (CAPSTAN
VILLAGE) LANDS INC. AND THE CITY OF RICHMOND

**HOUSING AGREEMENT – ARTS UNITS
(Section 905 *Local Government Act*)**

THIS AGREEMENT is dated for reference the 4th day of November, 2014.

BETWEEN:

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. (Inc. No. BC0884962) a company duly incorporated under the laws of the Province of British Columbia and having its office at Suite 300, 911 Homer Street, Vancouver, British Columbia, V6B 2W6

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Section 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); and
- C. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide for affordable artist housing to encourage artists in the community to greater self-sufficiency and increased contributions to local cultural and economic activities, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** or **“this Agreement”** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (b) **“ARTS Unit”** means a Dwelling Unit or Dwelling Units owned by the Owner and designated as an artist residential tenancy studio in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning considerations applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (d) **“City”** or **“City of Richmond”** means the City of Richmond and is called the “City” when referring to the corporate entity and “City of Richmond” when referring to the geographic location;
- (e) **“City Personnel”** means the City’s officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) **“Daily Amount”** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (i) **“Director of Arts, Culture and Heritage”** means the individual appointed to be the Director of Arts, Culture and Heritage from time to time within the Community Services Department of the City and his or her designate;
- (j) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (k) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an ARTS Unit;
- (l) **“Eligible Tenant”** means a Professional Artist and his or her Family, having a cumulative annual income of \$34,000 or less during each year of a Tenancy

Agreement, provided that, commencing July 1, 2013, the annual income set-out in this definition 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 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;

- (m) **"Family"** means:
- (i) one or more persons related to a Professional Artist by blood, marriage or adoption; or
 - (ii) a group of not more than 6 persons who are not related to a Professional Artist by blood, marriage or adoption;
- (n) **"Guidelines"** means the City's guidelines for Low End Market Rental housing in effect from time to time;
- (o) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ___ day of _____, 2014, under number _____;
- (p) **"Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (q) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (r) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (s) **"Lands"** means Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP43707, which lands were formerly legally described as set out in Schedule A hereto;
- (t) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (u) **"LTO"** means the Lower Mainland Land Title Office or its successor;
- (v) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (w) **"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 ARTS Unit from time to time;

- (x) **“Permitted Rent”** means no greater than \$850.00 a month for an ARTS Unit, regardless of whether such ARTS Unit is a bachelor unit, a one bedroom unit, a one bedroom plus den, or a two bedroom unit, provided that, commencing July 1, 2013, the rent set out in this definition 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;

- (y) **“Professional Artist”** means an artist who, in the determination of the Director of Arts, Culture and Heritage, at his or her discretion:
 - (i) has specialized training in the field (not necessarily in academic institutions);
 - (ii) is recognized as such by his or her peers (artists working in the same artistic tradition);
 - (iii) is committed to devoting more time to artistic activity, if financially feasible;
 - (iv) has a history of public presentation; and
 - (v) has a practice that falls within Category A Professional Artist, as specified in the Housing Covenant,

or such other definition of Professional Artist as promulgated from time to time by the Canada Council for the Arts and approved by the Director of Arts, Culture and Heritage, and includes a Professional Visual Artist;

- (z) **“Professional Visual Artist”** means an artist who, in the determination of the Director of Arts, Culture and Heritage, at his or her discretion:
 - (i) has specialized training in and makes his or her primary living from the visual arts (not necessarily in academic institutions);
 - (ii) is recognized as such by his or her peers (artists working in the same artistic tradition);
 - (iii) is committed to devoting more time to artistic activity, if financially feasible;

- (iv) has a history of public presentation, with at least 3 public presentations of work in a professional context over a 3-year period;
- (v) has produced an independent body of work;
- (vi) has maintained an independent professional practice for at least 3 years; and
- (vii) has a practice that falls within Category A Professional Artist, as specified in the Housing Covenant,

or such other definition of Professional Visual Artist as promulgated from time to time by the Canada Council for the Arts and approved by the Director of Arts, Culture and Heritage;

- (aa) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (bb) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) “**Strata Corporation**” has the meaning given in the *Strata Property Act*;
- (dd) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ff) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an ARTS Unit;
- (gg) “**Tenant**” means an occupant of an ARTS Unit by way of a Tenancy Agreement; and
- (hh) “**Zoning Bylaw**” means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;

- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of 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) all provisions are to be interpreted as always speaking;
- (h) 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;
- (i) 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;
- (j) the word “including”, when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as “without limitation”, “but not limited to” or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) which define the terms used herein;
 - (ii) which deal with the interpretation of this Agreement; and
 - (iii) which are otherwise of general application

1.3 The following Schedule is attached hereto and form part of this Agreement:

Schedule A - Lands

**ARTICLE 2
USE AND OCCUPANCY OF ARTS UNITS**

- 2.1 The Owner agrees that each ARTS Unit may only be used as a permanent residence occupied by one Eligible Tenant. An ARTS Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the ARTS Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each ARTS 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, including without limitation information satisfactory to the Director of Arts, Culture and Heritage verifying the Tenant's income level and confirming that the Tenant meets the criteria for an Eligible Tenant, as set out in section 1.1(l) of this Agreement, and for a Professional Artist or Professional Visual Artist, as set out in sections 1.1(y) and 1.1(z), respectively, of this Agreement. The City may request such statutory declaration in respect of each ARTS 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 ARTS 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
MANAGEMENT, DISPOSITION AND ACQUISITION OF ARTS UNITS**

- 3.1 The Owner will operate and manage each ARTS Unit in accordance with the Housing Strategy and Guidelines, unless otherwise agreed to by the Owner, the Director of Development and the Manager, Community Social Development.
- 3.2 The Owner will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the ARTS Unit in good order and condition, excepting reasonable wear and tear.
- 3.3 The Owner will not permit an ARTS Unit to be subleased, or a Tenancy Agreement to be assigned.
- 3.4 If this Housing Agreement encumbers more than one ARTS Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) ARTS Units in a single or related series of transactions with the result that when the

purchaser or transferee of the ARTS Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) ARTS Units.

- 3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any ARTS Unit except to an Eligible Tenant in accordance with the following additional conditions:
- (a) the ARTS Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the ARTS Unit will not exceed the Permitted Rent;
 - (c) the Owner will allow the Tenant and any permitted occupant to have full access to and use and enjoy all on-site common indoor and outdoor common property, limited common property, or other common areas, facilities or amenities, including all common amenities and facilities shared by the Lands, all in accordance with the Bylaws and rules and regulations of the applicable strata corporation, provided that such Bylaws and rules and regulations do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities and the cross access easement agreements for parking, garbage and recycling facilities (Rezoning Consideration 4.1) and for communal residential amenity facilities (Rezoning Consideration 5.1) for the Lands and 8677 Capstan Way;
 - (d) 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. By way of clarification, parking, "Class 1" bike storage and related electric vehicle (EV) charging stations shall be provided for the use of ARTS Unit occupants pursuant to the City's Official Community Plan and Zoning Bylaw at no additional charge to the ARTS Unit occupants (i.e. no monthly rents or other fees shall apply for the casual, shared or assigned use of the parking spaces, bike storage, EV charging stations or related facilities by the ARTS Unit occupants); provided, however, if the ARTS 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;
 - (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the ARTS Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an ARTS Unit is occupied by a person or persons other than an Eligible Tenant, except as otherwise authorized by this Agreement;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(l) of this Agreement;

- (iii) the ARTS Unit is occupied by more than the number of people the City's building inspector determines can reside in the ARTS Unit given the number and size of bedrooms in the ARTS Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the ARTS Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the ARTS 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 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any payments that the Owner may be required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

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

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

ARTICLE 4 DEMOLITION OF ARTS UNIT

4.1 The Owner will not demolish an ARTS 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 ARTS Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the ARTS 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 ARTS Unit has been issued by the City and the ARTS 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 ARTS 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 ARTS 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 ARTS 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 ARTS Unit (and not the other owners, tenants, or any other permitted occupants of all other strata lots on the Lands that are not ARTS 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 ARTS 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 on the Lands which are not ARTS 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 ARTS 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, and such invoice will be given and deemed received in accordance with section 7.10 *[Notice]* of this Agreement.

- 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 ARTS Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the ARTS 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 ARTS Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the ARTS Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet in perpetuity in addition to against title to those strata lots which are used as ARTS Units.

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 ARTS Units and will permit representatives of the City to inspect the ARTS 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 ARTS 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 ARTS Units.

7.4 Indemnity

The Owner hereby releases and indemnifies and saves harmless the City and the City Personnel from all losses, damages, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties, which the City or the City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred "but for":

- (a) this Agreement;
- (b) any breach by the Owner of any covenant or agreement contained in this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any ARTS Unit or the enforcement of any Tenancy Agreement;
- (d) any personal injury, death or damage occurring in or on the Lands, including an ARTS Unit;
- (e) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
- (f) the City withholding any permission or permit to occupy any building on the Lands or any ARTS Unit; or
- (g) the exercise by the City of any of its rights under this Agreement or an enactment.

7.5 Survival

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

7.6 Priority

The Owner agrees, if required by the City Solicitor, to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered in favour of the City; or

- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement,

and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

7.7 No Fettering and No Derogation

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

7.8 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 ARTS 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.

7.9 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.

7.10 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 the City:

City of Richmond
6911 No. 3 Road
Richmond, B.C., V6Y 2C1
Attention: City Clerk
Fax: 604 276-5139

with a copy to the Director of Arts, Culture and Heritage and the City Solicitor;
and

to the Owner, to the address as set out on the title for the Lands:

Attention: President
Fax: 604 688-7749

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two Business Days following mailing if sent by prepaid mail, and on the following Business Day after transmission if sent by facsimile.

7.11 **Enurement**

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

7.12 **Severability**

If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

7.13 **Waiver and Remedies**

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.

7.14 **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 ARTS 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.

7.15 Further Acts

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.

7.16 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

7.17 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.

7.18 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.19 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.

7.20 Joint and Several

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

7.21 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner the Lands.

7.22 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

7.23 No Compensation

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

7.24 Runs with the Lands

The interest in lands including all covenants, rights of way and easements as the case may be, contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

7.25 Time of Essence

Time, where mentioned herein, will be of the essence of this Agreement.

7.26 Assignment of Rights

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

7.27 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

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

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. by its authorized signatory(ies):

Per: _____
Name

Per: _____
Name

CITY OF RICHMOND by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

- 1. I am the owner or authorized signatory of the owner of _____ (the "ARTS 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 ARTS Unit.
3. For the period from _____ to _____ the ART 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 ARTS 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. For the period from _____ to _____ the ARTS Unit was occupied by a Professional Artist (as defined in the Housing Agreement) whose name and current address appear below:

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

- 6. The Professional Artist has completed specialized training in _____

{250291-500503-00232733;4}

{250291-500503-00232733;4}

{250291-500503-00232733;4}

{25029

- 7. The Professional Artist is recognized as a professional artist by the following persons, who are also artists working in the same artistic tradition as the Professional Artist:

[Names, addresses and phone numbers of peer references]
- 8. The Professional Artist estimates devoting approximately _____ hours to artistic activity in the following year;
- 9. The Professional Artist has publically presented their work as follows:

[insert date and description of public presentations over the past 5 years and those anticipated in the following year]
- 10. The Professional Artist has produced the following independent body of work: – **Applies only to Professional Visual Artists (as defined in the Housing Agreement)**

[insert description of independent body of work]
- 11. The Professional Artist has maintained an independent professional practice from _____ to _____; – **Applies only to Professional Visual Artists**
- 12. 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.
- 13. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____)
 _____, in the Province of British Columbia, this _____ day of _____, 20____.)
 _____)
 _____)
 _____)
 _____)
 _____)
 _____)
 A Commissioner for Taking Affidavits in the Province of British Columbia)

 DECLARANT

SCHEDULE A

LANDS

1. PID: 007-976-682; Lot 1 Sections 27, 28 and 29 Block 4 North Range 6 West New Westminster District Plan 6311;
2. PID: 004-135-091; Lot "A" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368; and
3. PID: 011-191-082; North Half Lot "B" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368.

{250291-500503-00232733;4}

{250291-500503-00232733;4}

3200, 3220, 3240, 3300, and 3320 No. 3 Road and
3171, 3191, 3211, 3231, 3251, 3271, 3291, 3331, and 3371 Sexsmith Road
Application No. RZ-12-610011

PLN - 38

Davis: 16930320.5
Davis: 16930320.7

(Sectio



Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc. - Lot 1) Affordable Housing Bylaw No. 9162

The Council of the City of Richmond enacts as follows:

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

PID: 007-976-682 Lot 1 Sections 27, 28 and 29 Block 4 North Range 6 West New Westminster District Plan 6311;

PID: 004-135-091 Lot "A" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368

PID: 011-191-082 North Half Lot "B" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368

- 2. This Bylaw is cited as **"Housing Agreement (Pinnacle Living (Capstan Village) Lands Inc. – Lot 1) Affordable Housing Bylaw No. 9162"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor


MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (Pinnacle International (Capstan Village) Lands Inc. - Lot 1) Affordable
Housing Bylaw No. 9162

HOUSING AGREEMENT BETWEEN PINNACLE INTERNATIONAL (CAPSTAN
VILLAGE) LANDS INC. AND THE CITY OF RICHMOND

**HOUSING AGREEMENT – AFFORDABLE HOUSING UNITS
(Section 905 Local Government Act)**

THIS AGREEMENT is dated for reference the 4th day of November, 2014.

BETWEEN:

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. (Inc. No. BC0884962) a company duly incorporated under the laws of the Province of British Columbia and having its office at Suite 300, 911 Homer Street, Vancouver, British Columbia, V6B 2W6

(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); and
- C. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby 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 Units**” means a Dwelling Unit or Dwelling Units designated for the purposes of this Agreement in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with

any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement, but excludes an ARTS Unit;

- (b) “**Agreement**” or “**this Agreement**” means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (c) “**ARTS Units**” means those Dwelling Units owned by the Owner and designated as artist residential tenancy studios in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning considerations applicable to the development on the Lands;
- (d) “**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (e) “**City**” or “**City of Richmond**” means the City of Richmond and is called the “City” when referring to the corporate entity and “City of Richmond” when referring to the geographic location;
- (f) “**City Personnel**” means the City’s officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (g) “**City Solicitor**” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) “**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;
- (i) “**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;
- (j) “**Director of Development**” means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (k) “**Dwelling Unit**” means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Units;
- (l) “**Eligible Tenant**” means a Family having a cumulative annual income of:

- (i) in respect to a one bedroom unit, \$38,000 or less;
- (ii) in respect to a two bedroom unit, \$46,500 or less; or
- (iii) in respect to a three or more bedroom unit, \$57,500 or less

provided that, commencing July 1, 2013, 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;

- (m) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (n) **"Guidelines"** means the City's guidelines for Low End Market Rental housing in effect from time to time;
- (o) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ___ day of _____, 2014, under number _____;
- (p) **"Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (q) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (r) **"Land Title Act"** means the *Land Title Act*, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;
- (s) **"Lands"** means Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP43707, which lands were formerly legally described as set out in Schedule A hereto;

- (t) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (u) “**LTO**” means the Lower Mainland Land Title Office or its successor;
- (v) “**Manager, Community Social Development**” means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (w) “**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;
- (x) “**Permitted Rent**” means no greater than:
 - (i) \$950.00 a month for a one bedroom unit;
 - (ii) \$1,162.00 a month for a two bedroom unit; and
 - (iii) \$1,437.00 a month for a three (or more) bedroom unit,

provided that, commencing July 1, 2013, 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;

- (y) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (z) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (aa) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (bb) “**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*;

- (cc) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (dd) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (ee) “**Zoning Bylaw**” means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;
- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of 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) all provisions are to be interpreted as always speaking;
- (h) 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;
- (i) 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;

- (j) the word “including”, when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as “without limitation”, “but not limited to” or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) which define the terms used herein;
 - (ii) which deal with the interpretation of this Agreement; and
 - (iii) which are otherwise of general application.

1.3 The following Schedule is attached hereto and form part of this Agreement:

Schedule A - Lands

ARTICLE 2 USE AND OCCUPANCY OF HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect of 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 of 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
MANAGEMENT, DISPOSITION AND ACQUISITION OF HOUSING UNITS**

- 3.1 The Owner will operate and manage each Affordable Housing Unit in accordance with the Housing Strategy and Guidelines, unless otherwise agreed to by the Owner, the Director of Development and the Manager, Community Social Development.
- 3.2 The Owner will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the Affordable Housing Units in good order and condition, excepting reasonable wear and tear.
- 3.3 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.4 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.
- 3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor common property, limited common property, or other common areas, facilities or amenities, including parking facilities, and all common amenities and facilities located on the Lands or any subdivided portion thereof, all in accordance with the Zoning Bylaw, the City's Official Community Plan and the City Centre Area Plan policy, as may be amended or replaced from time to time, the Bylaws and rules and regulations of the applicable strata corporation, provided that such Bylaws and rules and regulations of the applicable strata corporation do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities and the cross access easement agreements for parking, garbage and recycling facilities (Rezoning Consideration 4.1) and for communal residential amenity facilities (Rezoning Consideration 5.1) for the Lands and 8677 Capstan Way;
 - (d) 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. By way of clarification, parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of Affordable Housing Unit occupants pursuant to the City's Official Community Plan and Zoning Bylaw at no additional charge to the Affordable Housing Unit occupants (i.e. no monthly rents or other fees shall apply for the casual, shared or assigned use of the parking spaces, bike storage, EV charging stations or related facilities by the Affordable Housing Unit occupants); 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;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(l) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; 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 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any payments that the Owner may be

required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

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

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,
- (c) 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 all the owners, tenants, or any other permitted occupants of all the strata lots on the Lands or subdivided portions of the Lands 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 on the Lands or any subdivided portion thereof 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, and such invoice will be given and deemed received in accordance with section 7.10 [*Notice*] of this Agreement.
- 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 the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 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 the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity 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 in perpetuity in addition to against title to those strata lots which are used as Affordable Housing Units.

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 hereby releases and indemnifies and saves harmless the City and the City Personnel from all losses, damages, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties, which the City or the City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred "but for":

- (a) this Agreement;

- (b) any breach by the Owner of any covenant or agreement contained in this Agreement;
- (c) any personal injury, death or damage occurring in or on the Lands, including the Affordable Housing Units;
- (d) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
- (e) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Units or the enforcement of any Tenancy Agreement; and/or
- (f) the exercise by the City of any of its rights under this Agreement or an enactment.

7.5 Survival

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

7.6 Priority

The Owner agrees, if required by the City Solicitor, to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered in favour of the City; or
- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement,

and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

7.7 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and the

Owner as if this Agreement had not been executed and delivered by the Owner and the City.

7.8 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 Units; 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.

7.9 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.

7.10 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 the City:

City of Richmond
6911 No. 3 Road
Richmond, B.C., V6Y 2C1
Attention: City Clerk
Fax: 604 276-5139

with a copy to the Manager, Community Social Development and the City Solicitor; and

to the Owner, to the address as set out on the title for the Lands:

Attention: President
Fax: 604 688-7749

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand,

two Business Days following mailing if sent by prepaid mail, and on the following Business Day after transmission if sent by facsimile.

7.11 Enurement

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

7.12 Severability

If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

7.13 Waiver and Remedies

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.

7.14 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.

7.15 Further Acts

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.

7.16 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or

other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

7.17 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.

7.18 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.19 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.

7.20 Joint and Several

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

7.21 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner the Lands.

7.22 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

7.23 No Compensation

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

7.24 Runs with the Lands

The interest in lands including all covenants, rights of way and easements as the case may be, contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

7.25 Time of Essence

Time, where mentioned herein, will be of the essence of this Agreement.

7.26 Assignment of Rights

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

7.27 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

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

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. by its authorized signatory(ies):

Per: _____
Name

Per: _____
Name

CITY OF RICHMOND by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

Appendix A to Housing Agreement

STATUTORY DECLARATION

CANADA)	IN THE MATTER OF A HOUSING
)	AGREEMENT WITH THE CITY OF
PROVINCE OF BRITISH COLUMBIA)	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 _____)
_____, in the Province of British)
Columbia, this _____ day of)
_____, 20____.)
_____)
_____)
A Commissioner for Taking Affidavits in the)
Province of British Columbia)

DECLARANT

+

SCHEDULE A

LANDS

1. PID: 007-976-682; Lot 1 Sections 27, 28 and 29 Block 4 North Range 6 West New Westminster District Plan 6311;
2. PID: 004-135-091; Lot "A" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368; and
3. PID: 011-191-082; North Half Lot "B" Section 28 Block 5 North Range 6 West New Westminster District Plan 6368.



To: Planning Committee
From: Wayne Craig
Director of Development

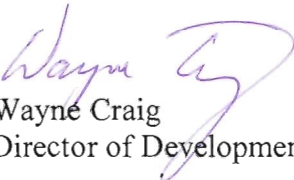
Date: October 21, 2014

File: RZ 14-667788


Re: **Application by City of Richmond for Rezoning at 9620, 9660 and 9700 Cambie Road from Single Detached (RS1/F) to School & Institutional Use (SI)**

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9176, for the rezoning of 9620, 9660 and 9700 Cambie Road from the "Single Detached (RS1/F)" zone to the "School & Institutional Use (SI)" zone in order to develop a new Fire Hall and BC Ambulance Service Ambulance Station, be introduced and given first reading.


Wayne Craig
Director of Development

SB:blg
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Engineering	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

The City of Richmond has applied for permission to rezone 9620, 9660 and 9700 Cambie Road (Attachment 1) from the “Single Detached (RS1/F)” zone to the “School & Institutional Use (SI)” zone in order to develop a new Fire Hall and BC Ambulance Service Ambulance Station (Attachment 2).

The proposed facility on the subject consolidated site offers the opportunity to provide a BC Ambulance Service Ambulance Station and a new Cambie Fire Hall No. 3 to replace the existing Bridgeport Fire Hall No. 3 on another site located at 9100 Bridgeport Road. The existing aging fire hall is over 50 years old and needs to be replaced to address maintenance needs and to accommodate future expansion and larger fire-fighting equipment.

There will be no associated Development Permit application as the Richmond Official Community Plan (OCP) exempts institutional uses from this requirement.

Servicing improvements are required as part of the future Building Permit application process for the design and construction of works including, but not limited to: Cambie Road frontage improvements and any utility relocation or upgrades.

Findings of Fact

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

Surrounding Development

Development surrounding the consolidated site:

- To the North: Across Cambie Road, is the Oaks neighbourhood of the West Cambie Planning Area, including an internal subdivision with single detached homes fronting onto McKay Drive on lots zoned “Single Detached (RS1/B)”.
- To the East: Fronting onto Cambie Road, is a single detached home on a lot zoned “Single Detached (RS1/F)” and a multi-tenant commercial development at the corner of Cambie Road and No. 4 Road on a lot zoned “Neighbourhood Commercial (CN)”.
- To the South: Fronting onto Odlin Road, is Tomsett Elementary School on a lot zoned “School & Institutional Use (SI)”.
- To the West: Is the Alexandra Neighbourhood North Park Way, a connecting greenway between Cambie Road and Odlin Road.

Related Policies & Studies

West Cambie Area Plan (OCP) – Alexandra Neighbourhood

The proposal complies with the site's "Community Institutional" land use designation in the West Cambie Area Plan's Alexandra Neighbourhood Land Use Map (Attachment 4).

The area designated for "Community Institutional" land uses stretches between Cambie Road and Odlin Road and includes the large Tomsett Elementary school property. The subject proposal includes most, but not all of the "Community Institutional" area along Cambie Road. The subject proposal does not include one (1) residential lot at 9720 Cambie Road with a single detached house, which is adjacent to the proposed emergency services site and also the elementary school property. School District staff has advised that the School District has no plans to purchase the property. Richmond Fire Rescue staff have also advised that the City does not require the property for the emergency services project.

The property at 9720 Cambie Road property may be redeveloped in the future with a new single family home under the existing residential zoning.

Without an identified need from the City or the School District, the only other options for the property would be a rezoning for a community institutional use (i.e., religious, cultural or private educational) of the property in keeping with the current OCP "Community Institutional" land use designation.

Given the existing size and location of the property between a proposed fire hall and existing commercial centre, staff believe that the property should be redesignated for commercial use in keeping with the existing commercial centre on the corner property. Unless otherwise directed by Council, an OCP amendment to redesignate the site to "Convenience Commercial" will be brought forward to Council for consideration in 2015, as part of an OCP Bylaw housekeeping staff report.

OCP Aircraft Noise Sensitive Development (ANSD) Policy

The subject site is located within the Aircraft Noise Sensitive Development (ANSD) Policy Area within a designation that permits all aircraft noise sensitive land uses with the exception of new single-family development.

2005 – 2009 Capital Programs

The Cambie Fire Hall No. 3 was approved by Council as part of the 2005 – 2009 Capital Programs, with a cost of \$20.7 million including land costs.

Policy 2307 Sustainable "High Performance" Building Policy – City-Owned Facilities

The design proposal complies with the Policy. The 2,415 m² building is being designed with sustainable features to target a LEED gold standard. The systems details and mechanical design process are underway. Facilities staff will ensure that the LEED target requirement is met.

Project Description

Key elements of the project include:

- A new three-storey, approximately 2,415 m² (25,995 ft²) building with approximate building heights ranging from 7.5 m to 12.9 m (24.6 ft to 42.3 ft) and 14.5 m (47.5 ft.) training and hose drying tower.
- Two (2) fire vehicle emergency response bays, two (2) fire vehicle repair bays, and interior space for office, training and staff uses.
- A BC Ambulance Service station with two (2) ambulance emergency response bays for six (6) ambulances, and interior space for office, training and staff uses.
- Incorporation of sustainable design elements into the building and site development to a LEED gold standard.

Preliminary architectural and landscaping drawings are included as Attachment 2.

Consultation

Ministry of Transportation and Infrastructure

The subject application was referred to the provincial Ministry of Transportation and Infrastructure (MOTI), as the site is within 400 m of Highway 99. MOTI staff have reviewed the application and granted preliminary approval. MOTI approval is a requirement of the rezoning.

Public Input

Informational signage is posted on the subject site to notify the public of the rezoning application. The statutory Public Hearing will provide local property owners and other interested parties with an additional opportunity to comment. Notification of the Public Hearing will be mailed to neighbours and advertised in *The Richmond Review* local newspaper. No correspondence was received regarding the rezoning application.

The following consultation with the public and stakeholders has taken place:

- Project team met with School District No. 38 (Richmond) staff.
- Project team staff met with the owner of the neighbouring property at 9720 Cambie Road.
- Project team staff hand delivered public open house meeting notices to properties neighbouring the subject site during the week of September 15, 2014.
- The City hosted public open house meetings regarding the major City projects for a Minoru Complex, Fire Hall No. 1 and Fire Hall No. 3. The open house meetings were held at Lansdowne Shopping Centre (noon to 5:00 pm on September 19), Minoru Place Activity Centre (9:00 am to noon on September 23) and Minoru Aquatic Centre (10:00 am to 4:00 pm on September 20 and 4:30 pm to 7:30 pm on September 24).

The project team will continue to consult with school district staff and the owner of the neighbouring property at 9720 Cambie Road to coordinate construction activity, to provide appropriate interfaces of privacy fencing and landscaping.

Staff Comments

Staff have reviewed the development proposal and no significant concerns have been identified.

Advisory Design Panel

Support was expressed by the Advisory Design Panel (ADP) regarding the development proposal and suggestions were provided for the applicant's consideration as the development design is finalized at Building Permit stage. A copy of the relevant excerpt from the ADP Minutes from October 8, 2014 is attached for reference (Attachment 5). The design response has been included immediately following the specific Design Panel comments and is identified in '*bold italic*' text.

Analysis

The provision of a new Cambie Fire Hall No. 3 and inclusion of an Ambulance Station is an important capital project that addresses the community safety needs of our growing city. The new facility will replace the existing aging Bridgeport Fire Hall No. 3, which is located at 9100 Bridgeport Road.

Transportation

- Dedication for future road widening of 3.4 m along the entire Cambie Road frontage is a requirement of the rezoning.
- The development will provide a new sidewalk at the new property line.
- The design proposal includes four (4) driveways providing full movement access to Cambie Road for emergency response, site parking and emergency equipment returning to the site or arriving for training. Design details will be finalized as part of the Building Permit process.
- A surface parking area is provided, including 40 parking spaces, one (1) of which is accessible. This parking provision meets the operational requirement of the facility.

Site Servicing

- As part of the future Building Permit application process, the development is required to provide a new 6 m wide utility right-of-way and new sanitary sewer at the rear of the site to tie into the existing sewer system along the east edge of Tomsett Neighbourhood School Park.

Alexandra District Energy Utility

- The subject site is located outside of the service area identified in the Alexandra District Energy Utility Bylaw No. 8641, however, the project team is investigating whether connection to the utility is feasible. This connection and other requirements will be finalized through the Building Permit process.

Public Art

- The fire hall project is an important opportunity to support the City's Public Art Program goals. The inclusion of Public Art into the project design will add to its individuality, distinctiveness and identity within the Alexandra neighbourhood.
- The project team is working with the City's Public Art Coordinator to incorporate Public Arts into this important civic site and community gateway. In compliance with the Cambie Fire Hall No. 3 Public Art Plan approved by Council on October 14, 2014 and the Public Art Program Policy 8702, the artwork will be selected through a jury process. Review by the Public Art Advisory Committee and the proposal call for artists are anticipated to occur in the coming months.

Project Design

- This prominent civic building appropriately addresses the major arterial Cambie Road, showcasing a BC Ambulance Station and the City's role in providing emergency fire rescue services, providing an iconographic building in the Alexandra neighbourhood, and communicates the City's commitment to Public Art and sustainable design.
- The site planning on this modest site has been directed by the functional requirements of emergency response, training, and the operational constraints of newer and larger fire-fighting equipment as well as provision of ambulance services.
- With a clean modern architectural approach, the materiality and execution of the detailing will have a strong visual impact. Robust materials are used for this working building.
- The landscape design includes providing a feature plaza in front of the building and landscaped borders around the surface parking area and around the rear and side edges of the site. Planting includes ground cover, vines, hedges and trees. Decorative paving is provided at the at the feature plaza and in a pedestrian route in the parking area. Soft landscaping is also proposed in the adjacent greenway to soften the transition to the emergency services site.
- The planting of 25 trees is proposed in locations along Cambie Road and surrounding the surface parking area. Marking the edge of the greenway and the regular vehicle entry to the site, one (1) swamp white oak tree is proposed. This tree has grown from a seed from the New York 9/11 site. There is an existing line of Green Pillar Oak trees in the greenway adjacent to the site. The proposed surface parking area is bordered by the existing trees, One (1) additional proposed Green Pillar Oak tree adjacent to the greenway, six (6) Serviceberry trees along the rear property line next to the greenway, and twelve (12) Ginko Biloba trees leading from the building to Cambie Road.

- The landscape design provides a landscaped interface to the adjacent residential home to the east and Tomsett Elementary school field to the south. Hose spray protection is provided with a concrete wall in the training area of the site. The interface to the school field includes semi evergreen vine planting screening the retaining wall and privacy fencing as well as evergreen hedge screening the spray wall. The interface to the residential home includes privacy fence and evergreen hedge planting as well as semi evergreen vine planting screening for the spray wall. New perimeter hedges will be American Arborvitae, an evergreen slower growing hedge species. The size and spacing of replacement hedging consider the long-term health of the hedge, maintenance needs and provision of a landscape and privacy buffer to the neighbouring single-family home.
- The entire site will be raised to roughly 0.6 m above the crown of Cambie Road. This is needed to meet the minimum Flood Construction Level of 2.6 m GSC required by the City's Flood Plain Designation and Protection Bylaw. This is particularly important for this emergency response building which is being designed to post disaster standards.
- As a result of needing to raise the entire site, all existing vegetation will be removed from the site (including hedges and approximately 30 trees). Parks staff have reviewed the site and advise that due to their size and poor condition, none of the trees located on the site are suitable for relocation. New trees will be planted in the feature plaza along Cambie Road, and on both sides of the surface parking area on the west side of the site.
- The project is targeting LEED gold and the project team is in the process of finalising the sustainability features including mechanical, electrical and lighting systems to achieve this target.
- The City is sensitive to the placement of Fire Halls in residential neighbourhoods and considers this in site planning and the design of the facility. RFR monitors their operational needs on an ongoing basis to ensure timely emergency response and pedestrian, traffic and community safety.

Financial Impact or Economic Impact

There are costs associated with constructing and operating the proposed new City facility for a fire hall and ambulance station. These costs and budget processes are being addressed by Richmond Fire Rescue and/or Facilities staff outside of the scope of this rezoning application.

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure.

Conclusion

The subject rezoning application is needed to facilitate the design and construction of a new proposed Fire Hall and Ambulance Station facility. The proposed facility would replace aging infrastructure, accommodate the future growth of Richmond Fire Rescue with more staff and larger fire-fighting equipment and accommodate BC Ambulance Service needs in a building designed to current flood protection and seismic standards. The proposed design will present an attractive contemporary architectural and landscape design to the community and the Cambie Road arterial. Sustainability features will be incorporated to achieve a LEED gold standard. For these reasons, staff support the proposal.

It is recommend that Richmond Zoning Bylaw 8500, Amendment Bylaw 9176, for the rezoning of 9620, 9660 and 9700 Cambie Road from the "Single Detached (RS1/F)" zone to the "School & Institutional Use (SI)" zone, be introduced and given first reading.



Sara Badyal, M. Arch, RPP
Planner 2
(605-276-4282)

SB:blg

Attachments:

- Attachment 1: Location Map and Arial Photograph
- Attachment 2: Conceptual Architectural and Landscape Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: Alexandra Neighbourhood Context Land Use Map (West Cambie)
- Attachment 5: Annotated Excerpt from Advisory Design Panel Minutes (October 8, 2014)

Prior to final adoption of Bylaw 9176, the following are required to be completed:

1. Provincial Ministry of Transportation & Infrastructure Approval (MOTI).
2. Consolidation of all the lots into one development parcel.
3. 3.4 m road dedication along the entire Cambie Road frontage.

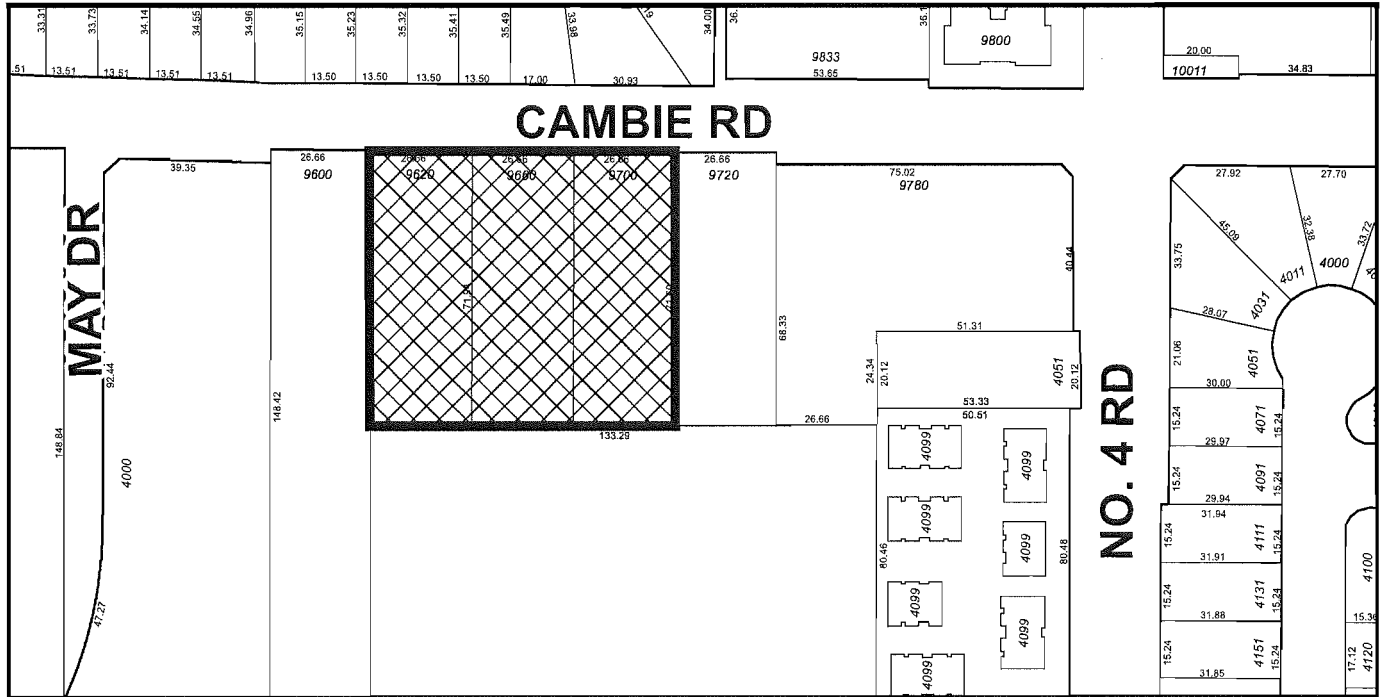
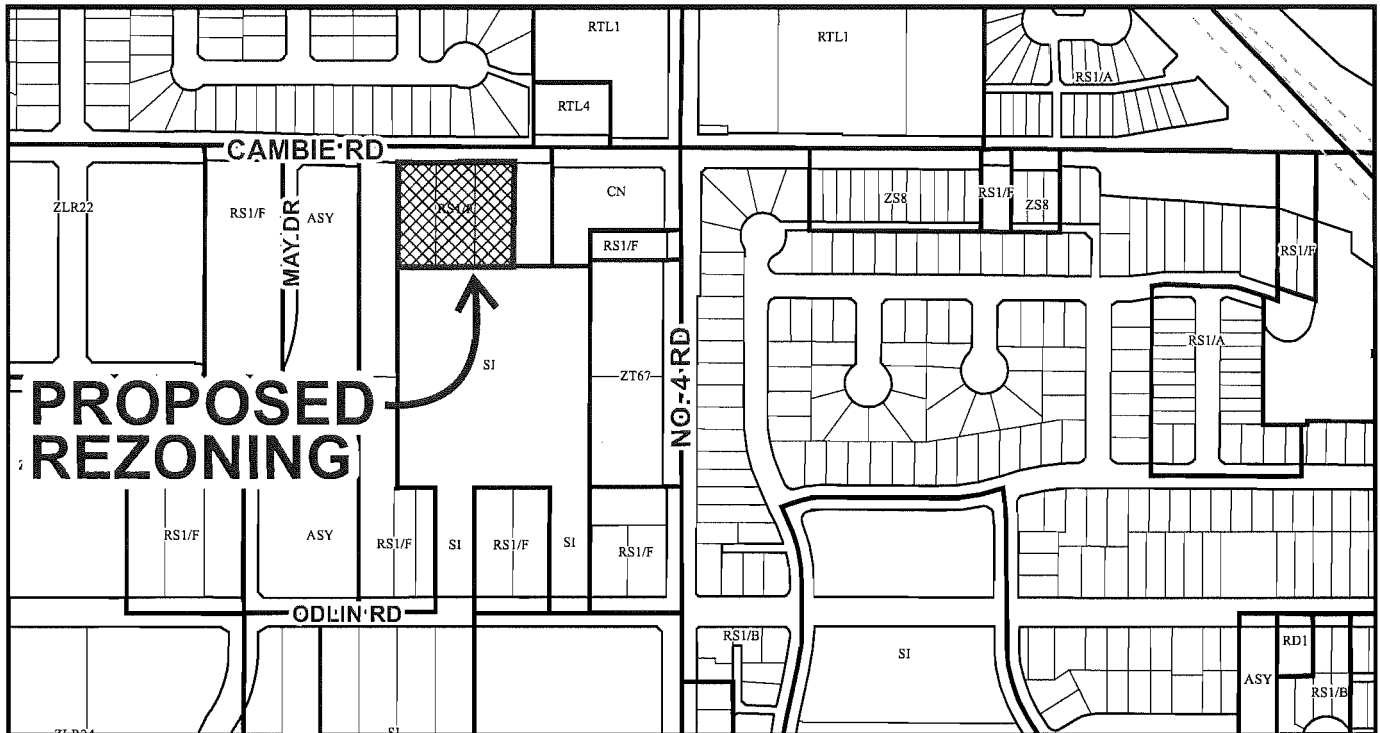
As part of future Building Permit, the following are required to be completed:

1. Development to provide design and construction of frontage improvements along Cambie Road including a 2 m wide concrete sidewalk at the new property line and grass boulevard between sidewalk and existing curb/gutter.
2. Development to provide a new 6 m wide utility right-of-way and new sanitary, including new manholes (spaced as per City standard), south of the subject site along the north property line of Tomsett Neighbourhood School Park to tie into the existing sanitary main located along the east edge of the park (manhole SMH 54512). Detailed design and calculations to be provided for Engineering review.
3. Development to provide appropriately sized connections for water service and storm sewer service, including water meter assembly provided onsite and storm sewer service type 3 inspection chamber. Detailed design and calculations to be provided for Engineering review.
4. Existing water service connections to 9620, 9660 and 9700 Cambie Road to be cut and capped at main.
5. Existing storm service connections to 9620, 9660 and 9700 Cambie Road to be capped and abandoned.
6. Submission of fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey or ISO to confirm that there is adequate available flow for fire-fighting purposes.

7. Existing private utility pole to be reviewed in coordination with BC Hydro for potential conflict with proposed east driveway and potential relocation requirement.
8. Private utility needs to be reviewed in coordination with private utility companies for potential requirements for rights-of-ways, equipment and future under-grounding of overhead lines. All private utility equipment to be located on the development site and not within City rights-of-way and not impact public amenities such as sidewalks, boulevards and bike paths.
9. Additional legal agreements to the satisfaction of the Director of Engineering may be required, including site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
10. 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.
11. Building Permit required for any retaining wall exceeding 1 m in height. For walls retaining preload material, this permit must be obtained prior to construction of the retaining wall or installation of the preload material. Please see the new bulletin at the following link: http://www.richmond.ca/___shared/assets/permits5239047.pdf



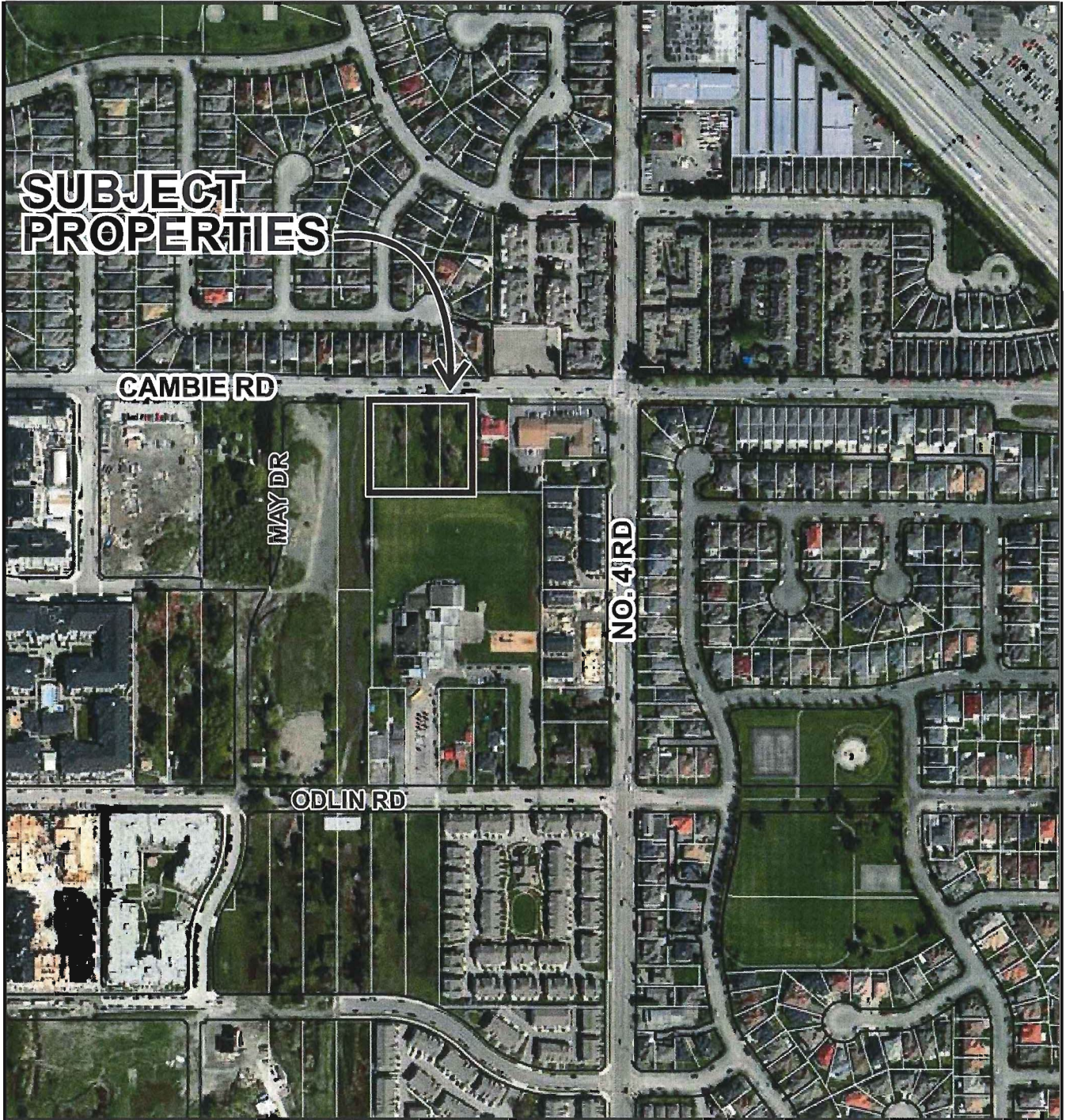
City of
Richmond



	<p style="text-align: center; font-size: 24pt; font-weight: bold;">RZ 14-667788</p>	<p>Original Date: 07/23/14</p> <p>Revision Date:</p> <p>Note: Dimensions are in METRES</p>
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City of
Richmond



RZ 14-667788

Original Date: 07/23/14

Revision Date:

Note: Dimensions are in METRES

PLN - 71



1. Number	2. Rev.	3. Date
1	1	10/15/14
2	1	10/15/14
3	1	10/15/14
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1660 Cambie Road
Richmond, BC V6K 1M4



COVER SHEET

DATE: 2014.10.15
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
DATE: 2014.10.15
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]

1. Number	2. Rev.	3. Date
1	1	10/15/14
2	1	10/15/14
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5	1	10/15/14
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20	1	10/15/14

DD-00

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3



ISSUED FOR 95% DESIGN DEVELOPMENT
OCTOBER 15, 2014

DRAWING LIST

ARCHITECTURAL	CIVIL	MECHANICAL	ELECTRICAL
DD-01 Site Plan	C00 On-Site Servicing, Water & Sanitary C-02	M1.00 Site Plan	E000 Legend & Drawing List
DD-02 Wall, Floor & Roof Types	C01 On-Site Civil Key Plan	M2.00 Foundation Plan	E001 Site Plan
DD-03 Ground Floor Plan	C02 On-Site Grading Plan	M2.01 Second Floor Plan - Plumbing & Fire Protection	E100 Ground Floor Lighting Plan
DD-04 Second Floor Plan	C03 On-Site Servicing Storm Sewer	M2.02 Third & Fourth Floor - Plumbing & Fire Protection	E101 Second Floor Lighting Plan
DD-05 Third & Fourth Floor Plan		M3.00 Second Floor Plan - HVAC	E200 Ground Floor Power Plan
DD-06 Building Elevations		M3.01 Third Floor Plan - HVAC	E201 Second Floor Power Plan
DD-07 Building Elevations		M3.02 Third Floor Plan - HVAC	E202 Third & Fourth Floor Power Plan
DD-08 Building Sections		M3.04 Ground Floor Plan - Hydronics	E250 Single Line Diagram & Elec. Room Layout
DD-09 Building Sections		M3.05 Second Floor Plan - Hydronics	E300 Ground Floor Low Tension Plan
DD-10 Building Sections		M3.06 Third Floor Plan - Hydronics	E301 Second Floor Low Tension Plan
		M4.00 Mechanical Schematics	E302 Third & Fourth Floor Low Tension Plan
			E400 Electrical Details (Sheet #1)
			E401 Electrical Details (Sheet #2)
			E402 System Control Details
			E403 Lighting Control & Low Tension Details



PROJECT STATISTICS

Legal Description:
 Survey of 24 lots of Section 24, Block 5, North Range 6 West, New Washington District

Land Parcel No.:
 The South 250 feet, Block "X" of Section 34, Block 5 North Range 6 West N.W.D. Plan 1224

West Half Lot 13 Block: The South 150, Block "X" of Section 34, Block 5 North Range 6 West N.W.D. Plan 1224

East Half Lot 12 Block: The South 150 feet, Block "X" of Section 34, Block 5 North Range 6 West N.W.D. Plan 1224

Zone: Existing - RS1/F
 Proposed - S1

Site Area: 5,473.3 sq ft

Lot Coverage:
 Required - no maximum
 Proposed - 1,451.6 sq ft (27%)

Gross Floor Area:
 Ground Floor: 1,450 sq ft
 Level 1: 511 sq ft
 Level 2: 511 sq ft
 Total: 2,472 sq ft

Building Height:
 Required - 12 m max. within 10m of Residential zone
 Proposed - 9.8 m within 10 m of Residential zone
 14.2 m maximum height

Required setbacks:
 Building Front Yard: 6 m
 Building Rear Yard: 3 m
 Building Side Yard: 3 m
 Parking Front Yard: 1.5 m
 Parking Side Yard: 1.5 m
 Parking Rear Yard: 1.5 m

Proposed setbacks:
 Building Front Yard: 8.9 m
 Building Rear Yard: 4.6 m
 Building Side Yard: 8.9 m
 Building Rear Yard: 19.9 m

Future Road Widening Deductions:
 Proposed: 3.4 m
 Required: 3.4 m

Parking Spaces:
 (To Meet Operational Need)
 Small Car - 4.6m x 2.3m: 9 stalls (23%)
 Handicapped - 3.7m x 5.5m: 1 stall (2%)
 Total: 40 stalls

Bicycle Parking - Class 2: 6

FAR: 0.9

Required Utilities:
 Proposed: 15 m
 Required: 15 m
 Provided: 15 m

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

960 Cambie Road
 Richmond, BC V6K 1K4



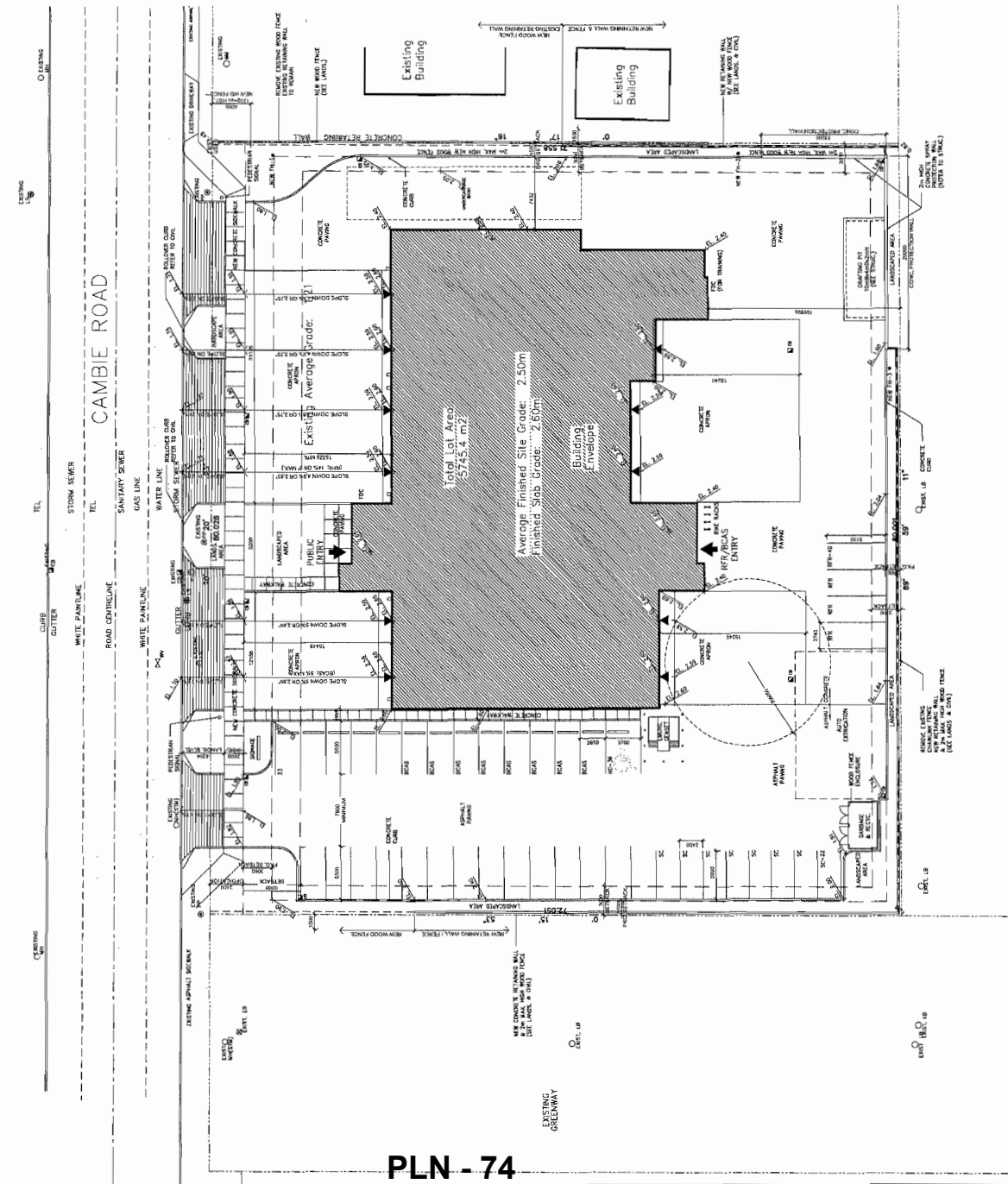
1000 Cambie Road, Suite 1000
 Richmond, BC V6X 1A6
 Tel: 604-273-8888
 Fax: 604-273-8889
 www.s2architects.com

LEGAL CONSULTANTS: design + planning + services
 1000 Cambie Road, Suite 1000
 Richmond, BC V6X 1A6
 Tel: 604-273-8888
 Fax: 604-273-8889
 www.dpsinc.com

SITE PLAN

DATE: 1/20/20
 DRAWN: 2014.10.31
 CHECKED: AC
 PROJECT NO.: 14-102
 SHEET NO.: 14-102

DD-01



Revision Number	Description	Date
01	As per Design Submission	1/20/14-09-24
02	As per Design Submission to Planning	1/20/14-09-26
03	As per 90% Design Development	1/20/14-09-26
04	As per 90% Design Development	1/20/14-09-26
05	As per 90% Design Development	1/20/14-09-26
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

580 Cambie Road
Richmond, BC V6X 1V4

APLIN MARTIN CONSULTANTS LTD.
Professional Engineers
100-11000 Cambie Road, Richmond, BC V6X 1V4
Tel: 604-273-2222 Fax: 604-273-2223
www.aplinmartin.com

ON-SITE GRADING PLAN

Scale: 1:250
Date: September 2014
Sheet: 14-102
Project: 14-802

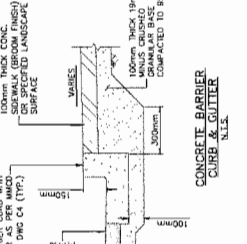
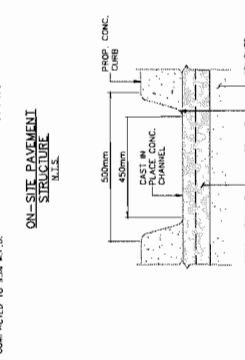
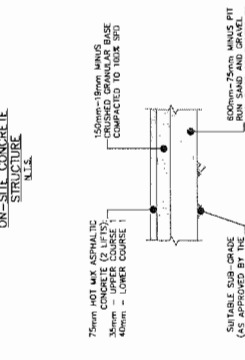
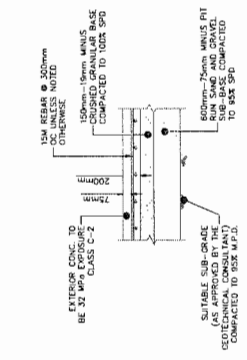
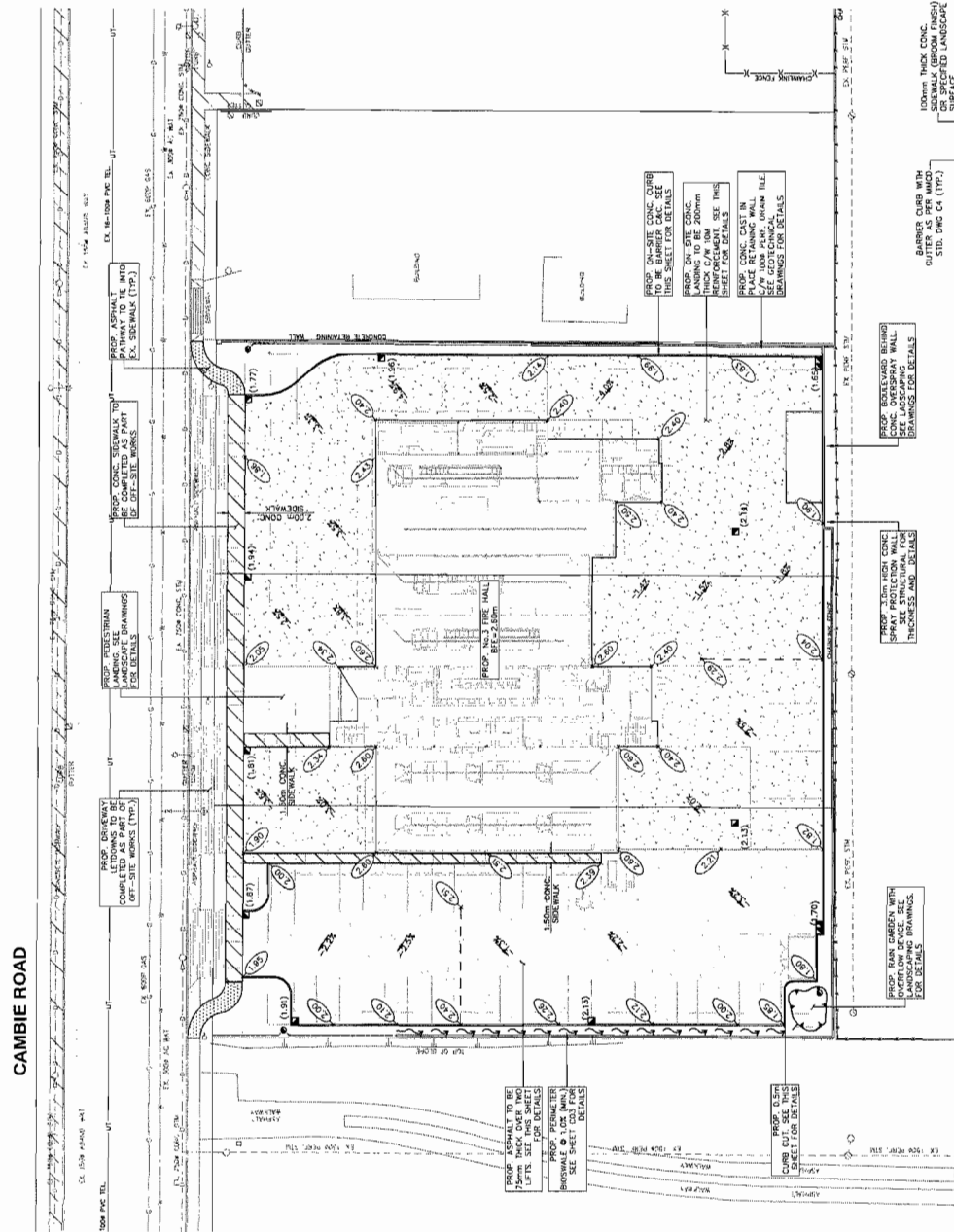
C02

TEXT INSERT POINT

Sheet system ref: 03

- ### GENERAL NOTES:
- CONTRACTOR TO VERIFY THE LOCATION AND INSETS OF EXISTING WATER, STORM AND SANITARY CONNECTIONS TO ALL BUILDINGS AND TO VERIFY ANY DISCREPANCIES TO THE RECORD DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - ALL BUILDINGS, ROADS & CONNECTIONS ARE TO BE LOCATED BY CO-ORDINATES AS CALICATED BY A B.C. LAND SURVEYOR.
 - CONSULT GAS DRAWINGS FOR GAS DISTRIBUTION WITHIN THE SITE.
 - THE CONTRACTOR MUST CONTACT THE ENGINEER PRIOR TO ANY PRELIMINARY WORK OR CONSTRUCTION. PRE-CONSTRUCTION MEETING DURING WHICH CONSTRUCTION METHODS, TIMING AND INSPECTION WILL BE DISCUSSED.

- ### GRADING NOTES:
- ALL WORKS SHALL BE IN ACCORDANCE WITH THE C.O.D. VERSION OF MCD (MAJOR MUNICIPAL CONSTRUCTION DOCUMENTS).
 - ALL DIMENSIONS AND ELEVATIONS ARE IN METERS UNLESS SPECIFIED OTHERWISE.
 - ALL EXCAVATION, FILL PLACEMENT AND COMPACTION TO BE IN ACCORDANCE WITH GEOTECHNICAL CONSULTANTS REPORT.
 - ALL SPECIFIED GRADE CHANGES SHALL BE FORMED BY MEANS OF CONCRETE BARRIERS, CURBS & GUTTERS AS PER MCD, STD. DMC C4.



LEGEND:

- BUILDING FLOOR ELEVATION
- PROPOSED ELEVATION (M)
- PROPOSED SLOPE (PERCENT)
- APPROX. GRADE HIDE POINT
- CONCRETE CURB
- PROPOSED SIDEWALK
- ASPHALT SURFACE
- CONCRETE SURFACE
- CONCRETE SIDEWALK

Revision	Description	Date
1	Final Design	12/14/10
2	Final Design	12/14/10
3	Final Design	12/14/10
4	Final Design	12/14/10
5	Final Design	12/14/10
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17	Final Design	12/14/10
18	Final Design	12/14/10
19	Final Design	12/14/10
20	Final Design	12/14/10

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1845 Cambie Street
Richmond, BC V6X 1W4



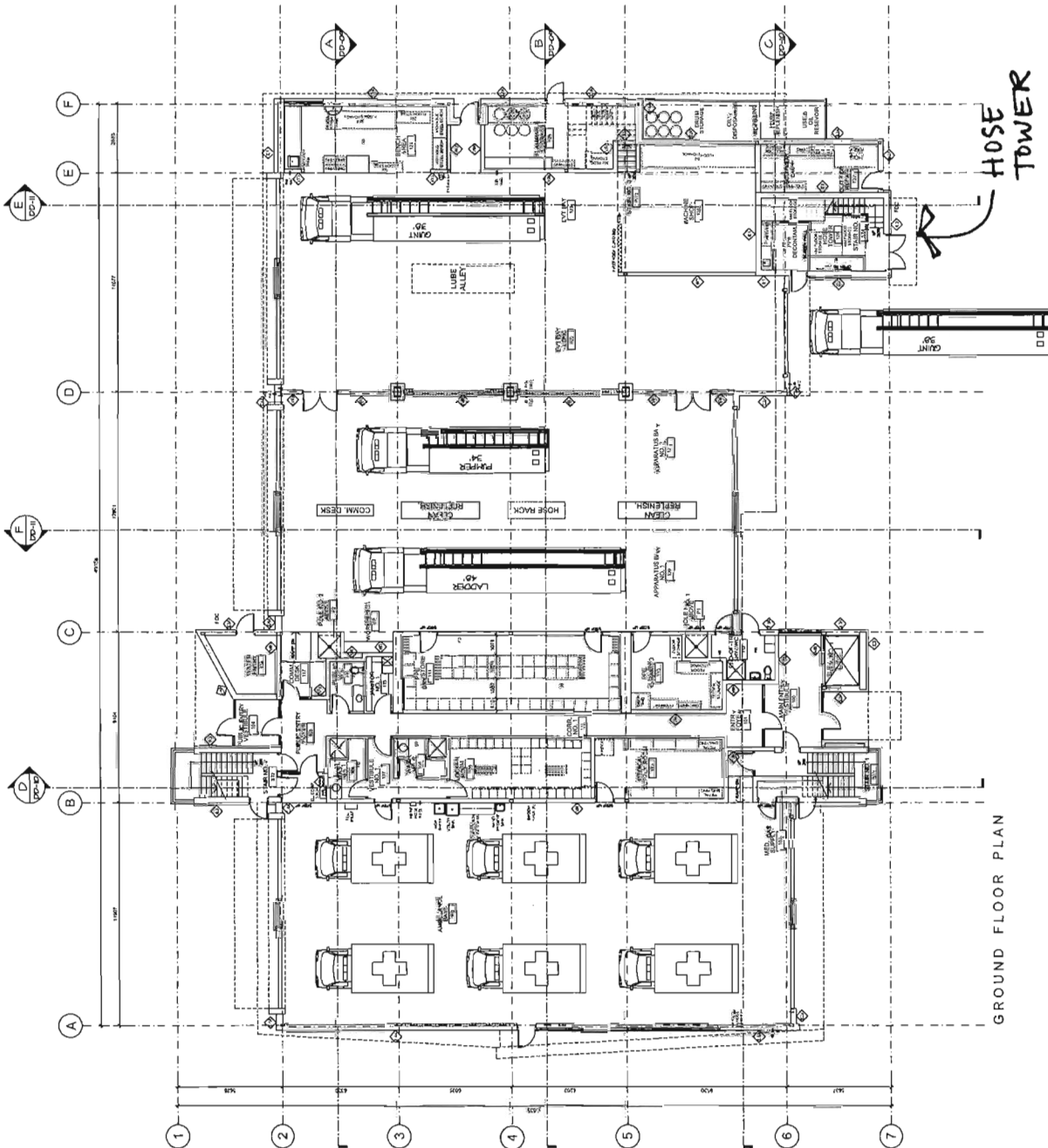
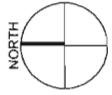
S2 CONSULTING
ARCHITECTURE | INTERIOR DESIGN | LANDSCAPE ARCHITECTURE
1845 Cambie Street, Suite 200
Richmond, BC V6X 1W4
Tel: 604.273.8888
www.s2consulting.com

DR. GUY HARRISON
ARCHITECT
14-1102
S. CAMPBELL ST.

GROUND FLOOR PLAN

SCALE: 1:100
DATE: 2010.03.25
PROJECT: AMBULANCE STATION
DRAWING NO.: 14-1102

DD-03



Revision Number	Description	Date
1	Initial Design	2014.03.15
2	Final Design	2014.03.15
3	Final Design	2014.03.15
4	Final Design	2014.03.15
5	Final Design	2014.03.15
6	Final Design	2014.03.15
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

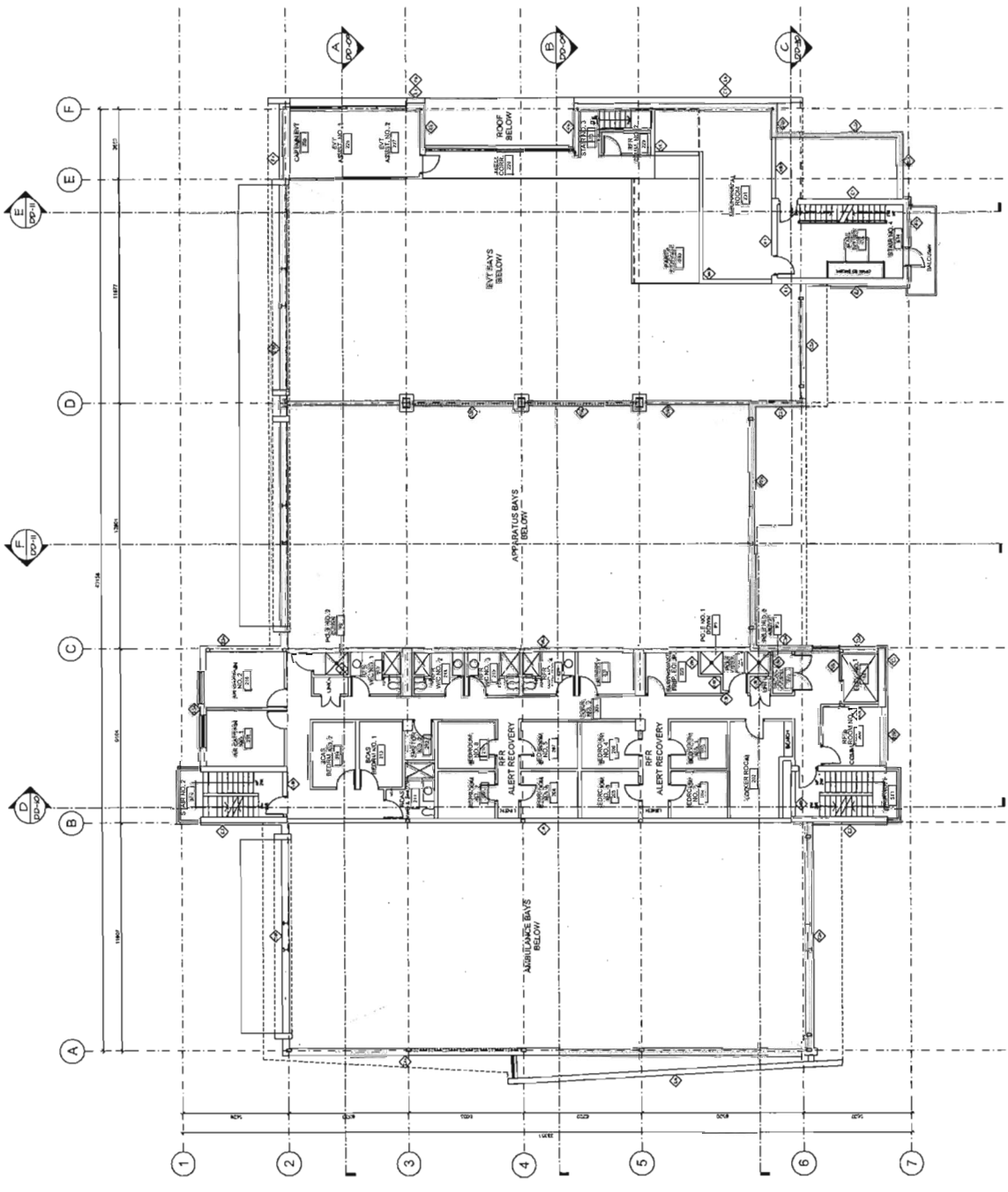
1445 Cambie Street
Richmond BC V6X 1Y4



S2 Architecture
2000 West Broadway, Suite 200
V6J 1R8
Tel: 604.273.8888
www.s2architecture.com

SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"
Date: 2014.03.15
Client: ACDLM
Project: Cambie Fire Hall & Ambulance Station No. 3
Drawing No: 14-102

DD-04
Sheet Number



SECOND FLOOR PLAN

1. REVISION	2. DATE
1. Issue 2007 Project Approval	2011.03.22
2. Issue 2007 Project Approval	2011.03.22
3. Issue 2007 Project Approval	2011.03.22
4. Issue 2007 Project Approval	2011.03.22
5. Issue 2007 Project Approval	2011.03.22
6. Issue 2007 Project Approval	2011.03.22
7. Issue 2007 Project Approval	2011.03.22
8. Issue 2007 Project Approval	2011.03.22
9. Issue 2007 Project Approval	2011.03.22
10. Issue 2007 Project Approval	2011.03.22
11. Issue 2007 Project Approval	2011.03.22
12. Issue 2007 Project Approval	2011.03.22
13. Issue 2007 Project Approval	2011.03.22
14. Issue 2007 Project Approval	2011.03.22
15. Issue 2007 Project Approval	2011.03.22

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

MBC Cambie Road
Richmond, BC V4K 1K4

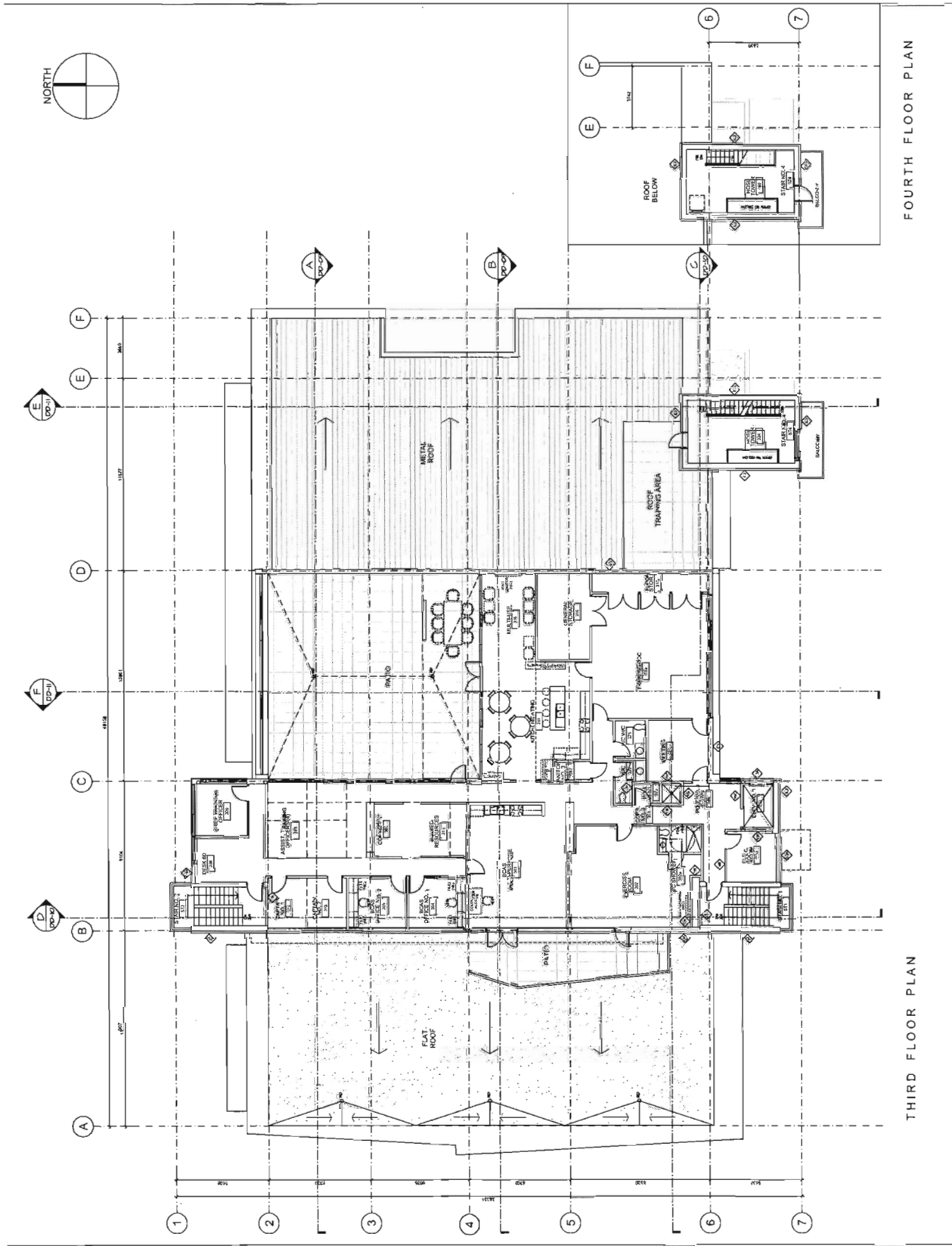


S2 Architecture
3011 West Broadway, Vancouver, BC V6R 5C1
Tel: 604.275.1234
www.s2architecture.com

ARCHITECT: S2 Architecture
DATE: 2014.09.15
SCALE: AS SHOWN
PROJECT NO.: 14-102
SHEET NO.: DD-05

THIRD & FOURTH FLOOR PLAN

DD-05



Checklist Item	Ref.	Pass
1. All areas design and construction	2014.10.15	
2. All areas design and construction	2014.10.15	
3. All areas design and construction	2014.10.15	
4. All areas design and construction	2014.10.15	
5. All areas design and construction	2014.10.15	
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19. All areas design and construction	2014.10.15	
20. All areas design and construction	2014.10.15	

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1402 Cambie Road
Richmond, BC V6X 1K4

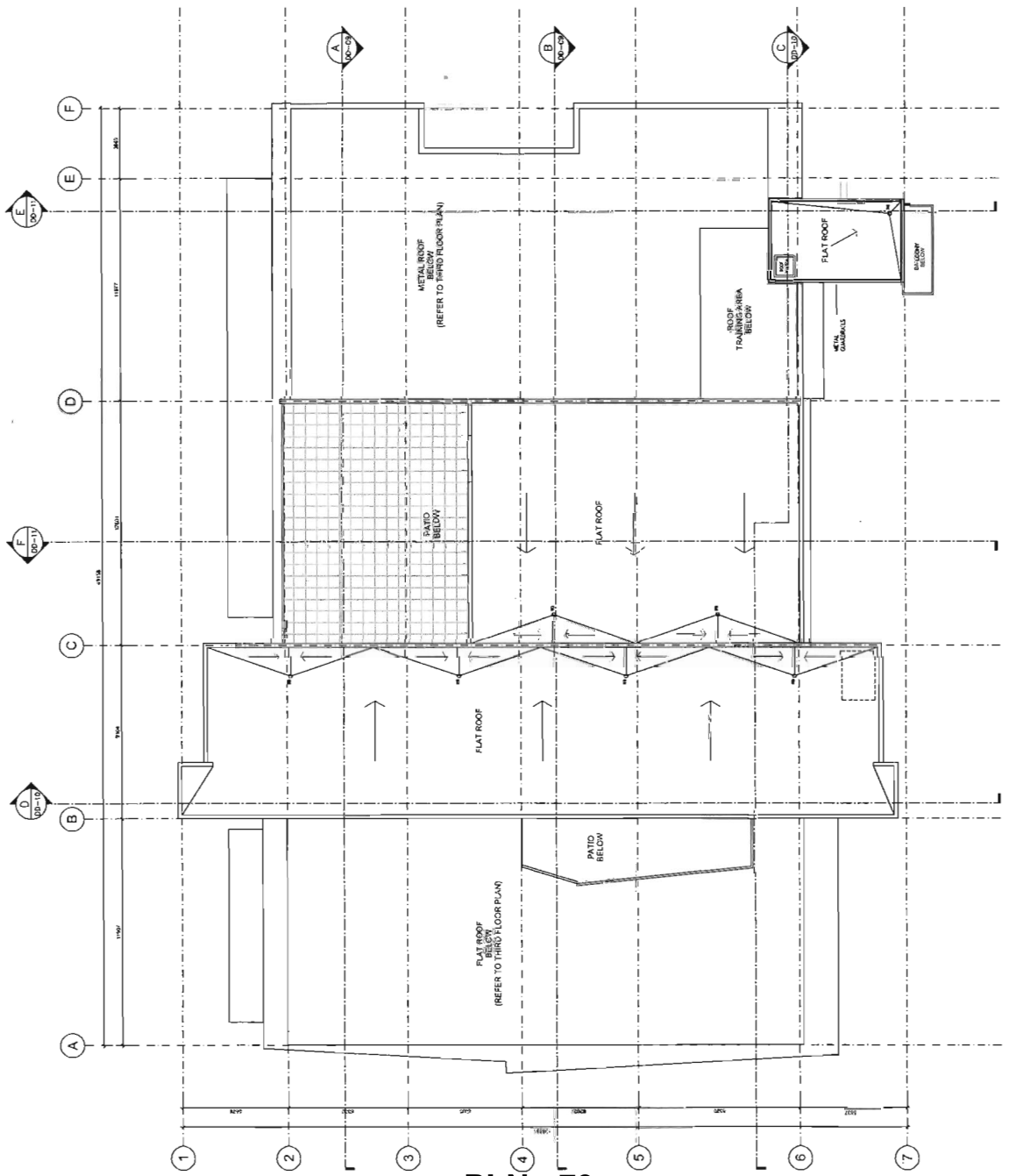


CRACK CONTROLLED CONCRETE (REVISION 1) (REVISION 2)
 The design of this structure is based on the assumption that the structure will be subjected to the maximum loads and stresses that are likely to occur during its service life. The design is based on the assumption that the structure will be subjected to the maximum loads and stresses that are likely to occur during its service life. The design is based on the assumption that the structure will be subjected to the maximum loads and stresses that are likely to occur during its service life.

ROOF PLAN

Scale	1:100
Date	2014.10.15
Drawn	ACD/M
Checked	RL
Project No.	14-102
Sheet No.	

DD-06



3. Titleblock / Name	1. Code
1. Outdoor Display Panel Elevation	1. 2014-05-21
2. Design Develop. Introduction for Recovery	1
3. Printed for VES Design Development	1. 2014.10.15
4	1
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

3455 Connelly Street
Richmond, B.C. V6X 1K4



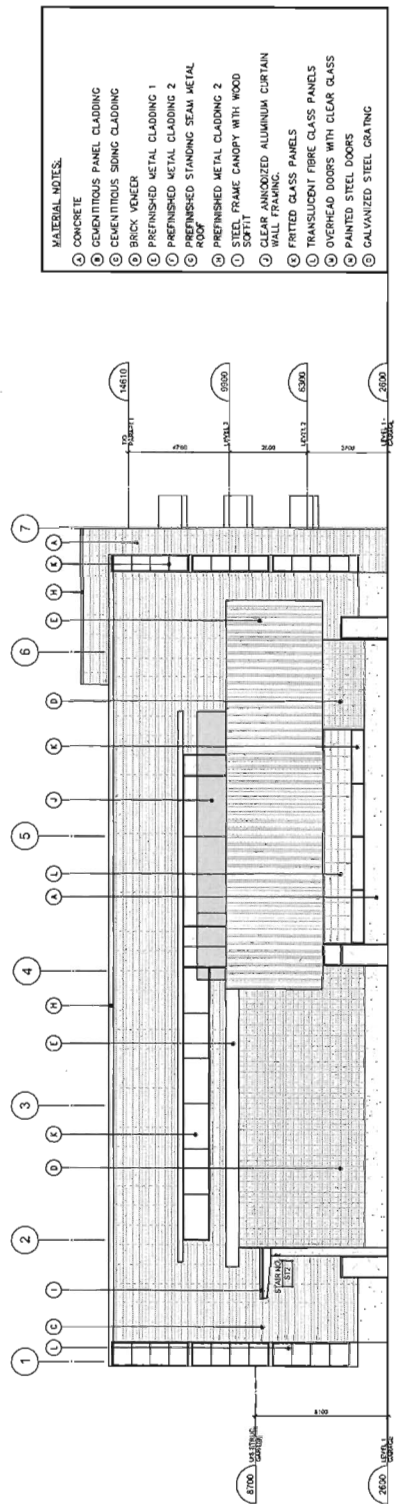
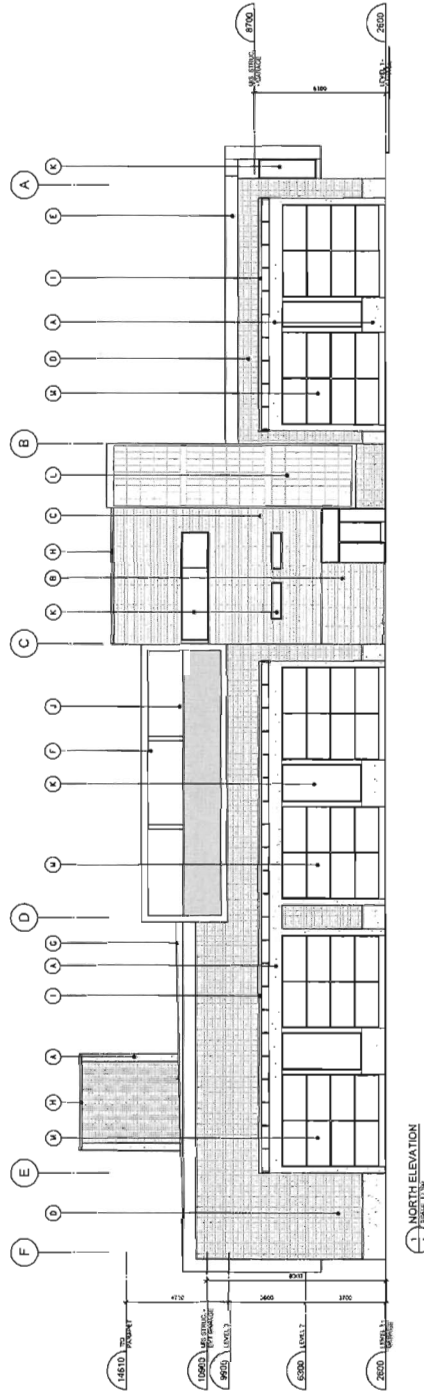
We are a registered architect in the province of British Columbia. Our services are limited to the work described in the titleblock. We are not responsible for the work of other consultants or subcontractors. All drawings are subject to change without notice. The drawings shall be used only for the project and site specified in the titleblock. No part of these drawings shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of S2 Architecture.

S2 ARCHITECTURE 1. CONSULTING ARCHITECTS LTD.
1010 WEST 10TH AVENUE, SUITE 200
VANCOUVER, BC V6H 2C8
TEL: 604-278-2277
WWW.S2ARCHITECTURE.COM

BUILDING ELEVATIONS

DATE 11/2/2014
JOB 2014.10.15
DRAWN JCLM
CHECKED
PROJECT NO. 14-102

DD-07



MATERIAL NOTES:

- 1 CONCRETE
- 2 CONTINUOUS PANEL CLADDING
- 3 CONTINUOUS SIDING CLADDING
- 4 BRICK VENEER
- 5 PREFINISHED METAL CLADDING 1
- 6 PREFINISHED METAL CLADDING 2
- 7 PREFINISHED STANDING SEAM METAL ROOF
- 8 PREFINISHED METAL CLADDING 2
- 9 CLEAR ANNOXIZED ALUMINIUM CURTAIN WALL FRAMING
- 10 FRITTED GLASS PANELS
- 11 TRANSLUCENT FIBRE GLASS PANELS
- 12 OVERHEAD DOORS WITH CLEAR GLASS
- 13 PAINTED STEEL DOORS
- 14 GALVANIZED STEEL GRATING

1. Revision History		1	DATE
1	Revision Description	1	2014.09.23
2	Design Change Description	1	2014.09.23
3	Design Change Description	1	2014.09.23
4	Design Change Description	1	2014.09.23
5	Design Change Description	1	2014.09.23
6	Design Change Description	1	2014.09.23
7	Design Change Description	1	2014.09.23
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20	Design Change Description	1	2014.09.23

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1415 Cambie Street
Richmond, BC V6X 1K4

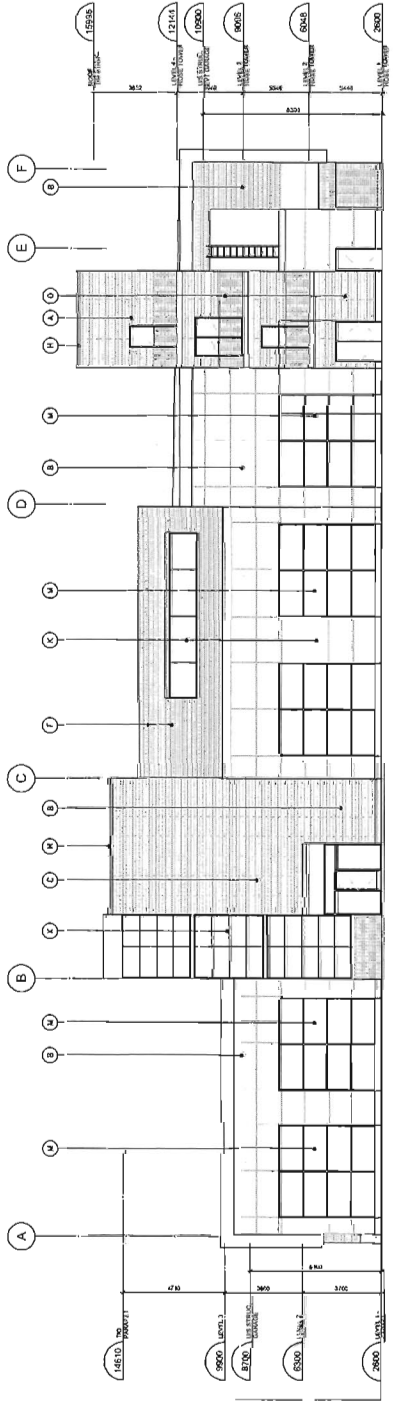


digital construction design planning + interior
1415 Cambie Street, Richmond, BC V6X 1K4
www.s2arch.com

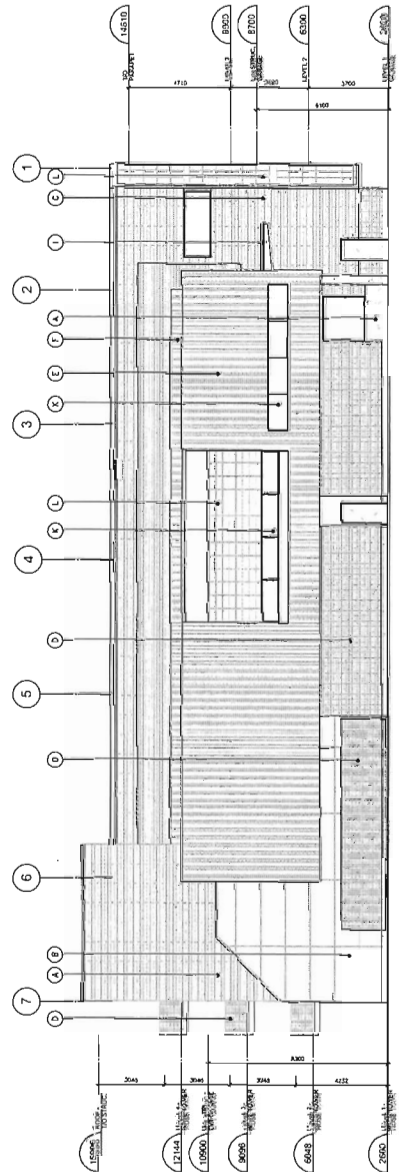
BUILDING ELEVATIONS

DATE	11/00
ISSUE	2014.10.13
DESIGN	ACAM
PROJECT NO.	14-102

DD-08



3 SOUTH ELEVATION



4 EAST ELEVATION

- MATERIAL NOTES:**
- 1 CONCRETE
 - 2 CERAMITIC TILE CLADDING
 - 3 CERAMITIC SIDING CLADDING
 - 4 BRICK VENEER
 - 5 PREFINISHED METAL CLADDING 1
 - 6 PREFINISHED METAL CLADDING 2
 - 7 PREFINISHED STANDING SEAM METAL ROOF
 - 8 STEEL FRAME CANOPY WITH WOOD
 - 9 SOFTIT
 - 10 CLEAR ANODIZED ALUMINIUM CURTAIN WALL FRAMING
 - 11 FRITTED GLASS PANELS
 - 12 TRANSLUCENT FIBRE GLASS PANELS
 - 13 OVERHEAD DOORS WITH CLEAR GLASS
 - 14 PAINTED STEEL DOORS
 - 15 GALVANIZED STEEL GRATING

Δ	Revisions/Issues	Date
1	1. Addendum Design Modifications	2/28/2014
2	1. Emergency Design/Construction for Priority	
3	1. Issues for Risk Design/Construction	3/18/2015
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1445 Cambie Road
Richmond, B.C. V6X 1K4

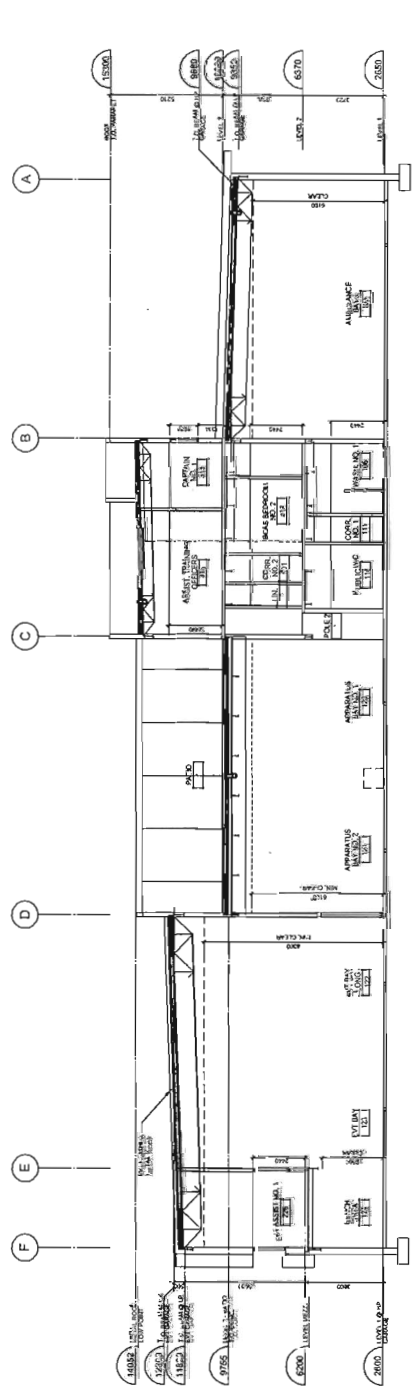


S2 Architecture
1445 Cambie Road
Richmond, B.C. V6X 1K4
Tel: 604.273.8888
www.s2arch.com

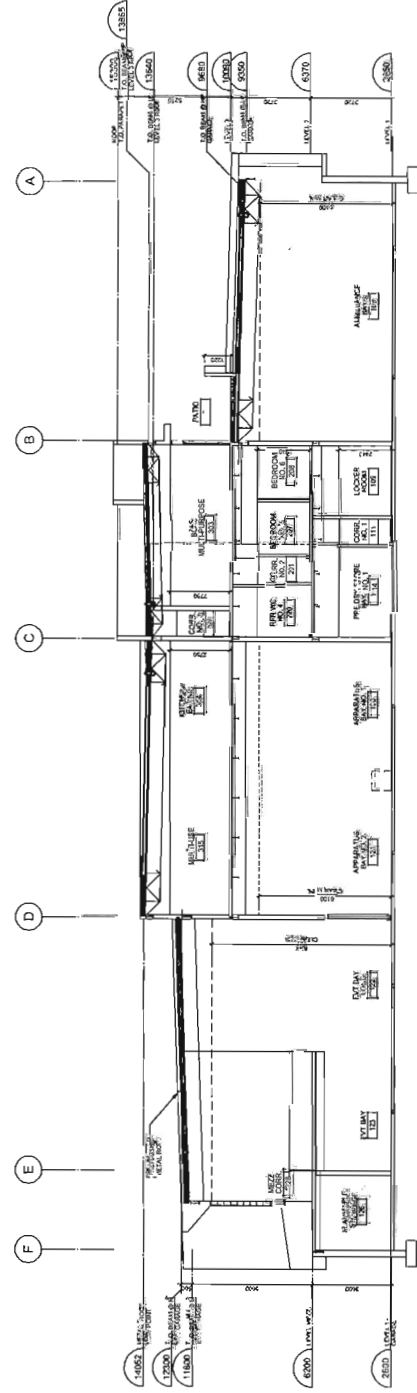
BUILDING SECTIONS

Scale: 1/100
Date: 2014.10.15
Drawing: 08-04-01
Project: 14-102
Page: 17 of 18

DD-09



1-1 BUILDING SECTION A-A
1/100



1-2 BUILDING SECTION B-B
1/100

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	04/22/10
2	ISSUED FOR PERMIT	04/22/10
3	ISSUED FOR PERMIT	04/22/10
4	ISSUED FOR PERMIT	04/22/10
5	ISSUED FOR PERMIT	04/22/10
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50	ISSUED FOR PERMIT	04/22/10

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1400 Cambie Road
Rohams, BC V1X 1K4



S2 architecture
1400 Cambie Road, Suite 100
Rohams, BC V1X 1K4
Tel: 604.293.1111
Fax: 604.293.1112
www.s2architecture.com

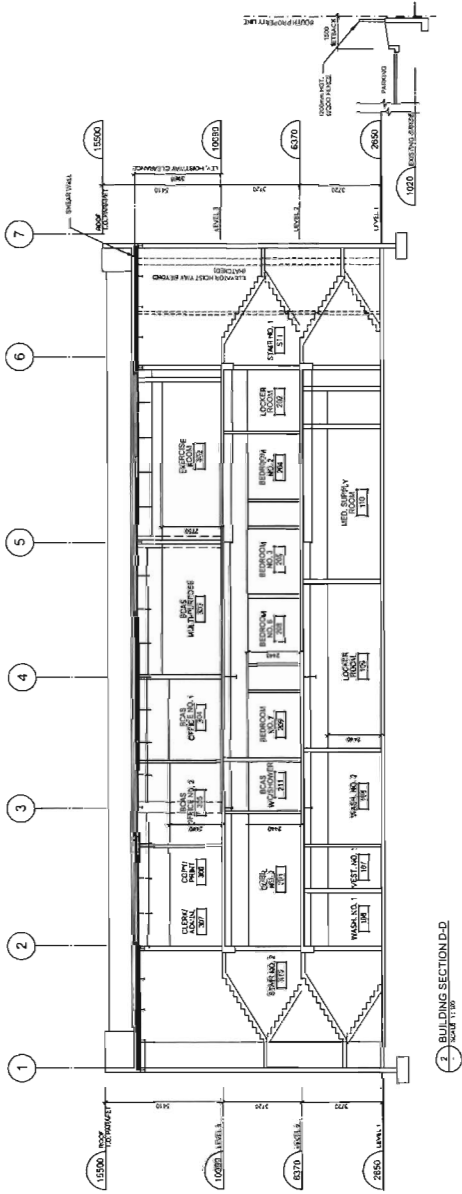
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DATE: 04/22/10
PROJECT NO.: 14-102

BUILDING SECTIONS

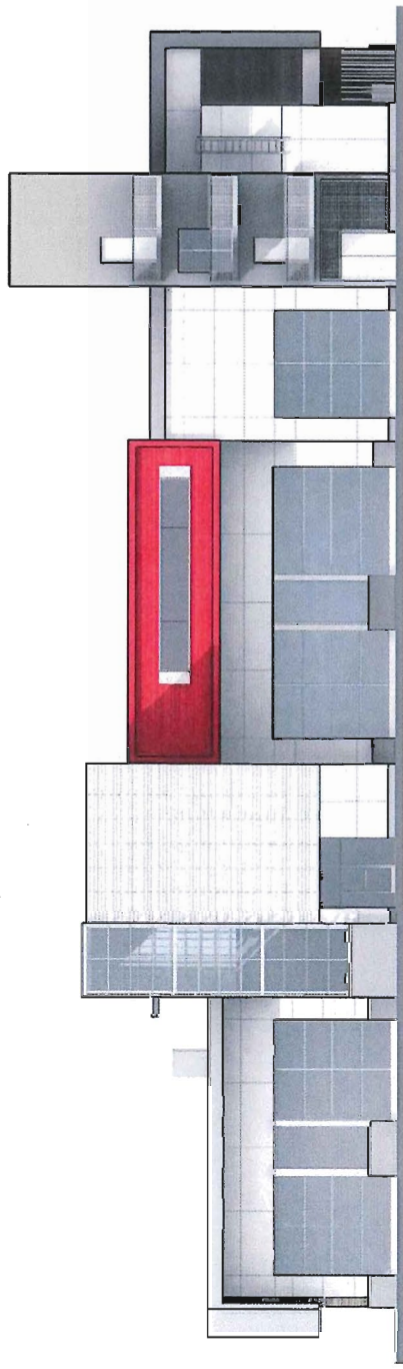
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CHECKED: J.M.
PROJECT NO.: 14-102

DD-10

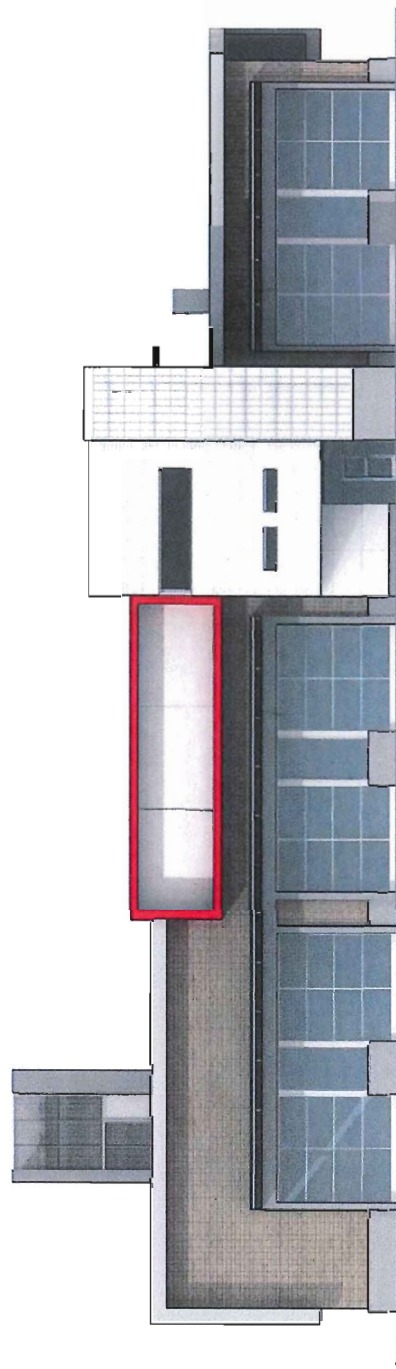
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2 - BUILDING SECTION D-D



South Elevation



North Elevation

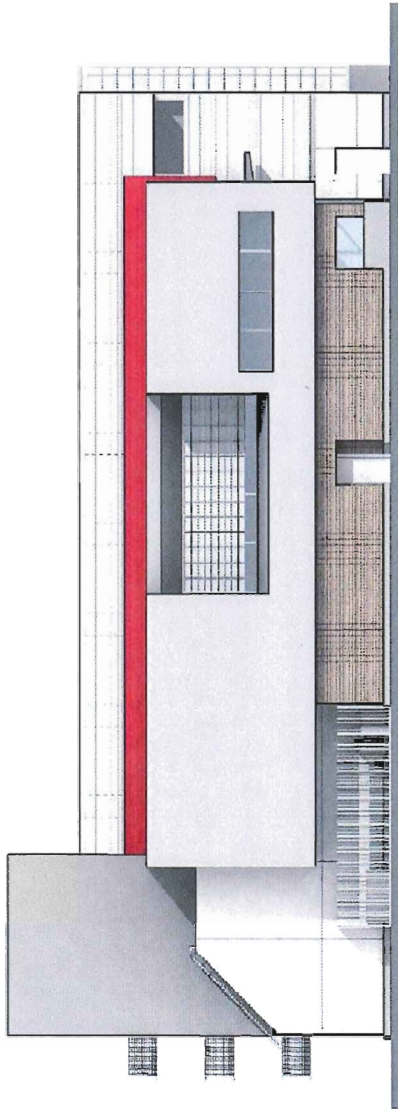
PLN - 84

RICHMOND CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

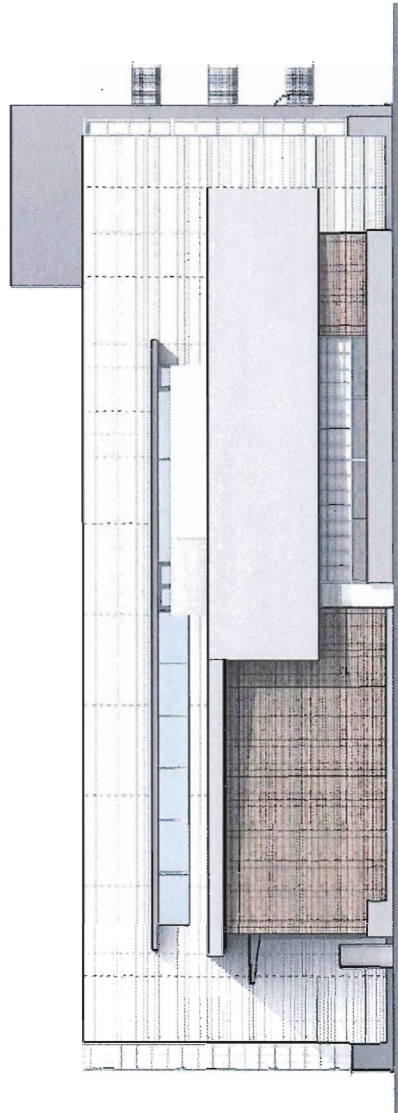
RENDERED ELEVATIONS



DGBK



East Elevation

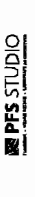


West Elevation

△	Revision / Issue	1	085
1	Project Close Final Submission	1	2014.02.24
2	Design Develop Submission for Permitting	1	2014.03.25
3	Final for 100% Design Development	1	2014.03.25
4	Final for 100% Design Development	1	2014.03.25
5	Final for 100% Design Development	1	2014.03.25
6	Final for 100% Design Development	1	2014.03.25
7	Final for 100% Design Development	1	2014.03.25
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16	Final for 100% Design Development	1	2014.03.25
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18	Final for 100% Design Development	1	2014.03.25
19	Final for 100% Design Development	1	2014.03.25
20	Final for 100% Design Development	1	2014.03.25

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

960 CAMBIE ROAD
MONTREAL, QC H3A 1Y4



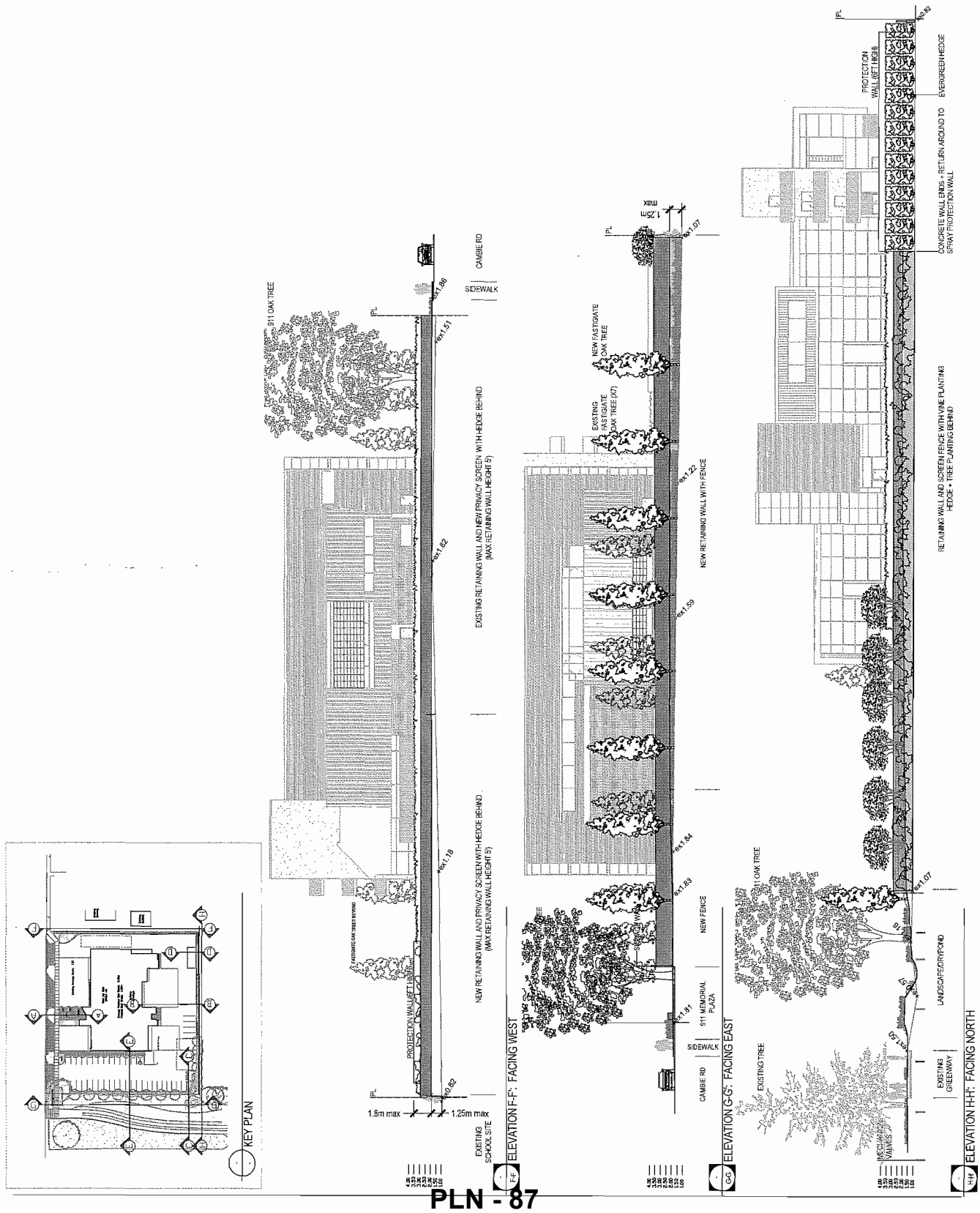
THIS DRAWING IS AN EXTRACT FROM THE PROJECT'S ARCHITECTURAL RECORD DRAWINGS. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE ARCHITECT'S PERMISSION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.

14012

ELEVATIONS

Scale	1:150
Date	2014.03.31
Drawn by	MHLM
Checked by	
Project No.	14012
Sheet No.	

L2.0



NO.	REVISION	DATE
1	Final Design Final Submission	2014.05.21
2	Final Design Submission for Review	2014.05.15
3	Final Design Submission	2014.05.15
4	Final Design Submission	2014.05.15
5	Final Design Submission	2014.05.15
6	Final Design Submission	2014.05.15
7	Final Design Submission	2014.05.15
8	Final Design Submission	2014.05.15
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16	Final Design Submission	2014.05.15
17	Final Design Submission	2014.05.15
18	Final Design Submission	2014.05.15
19	Final Design Submission	2014.05.15
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1805 Cambie Street
Richmond, B.C. V6X 1K4



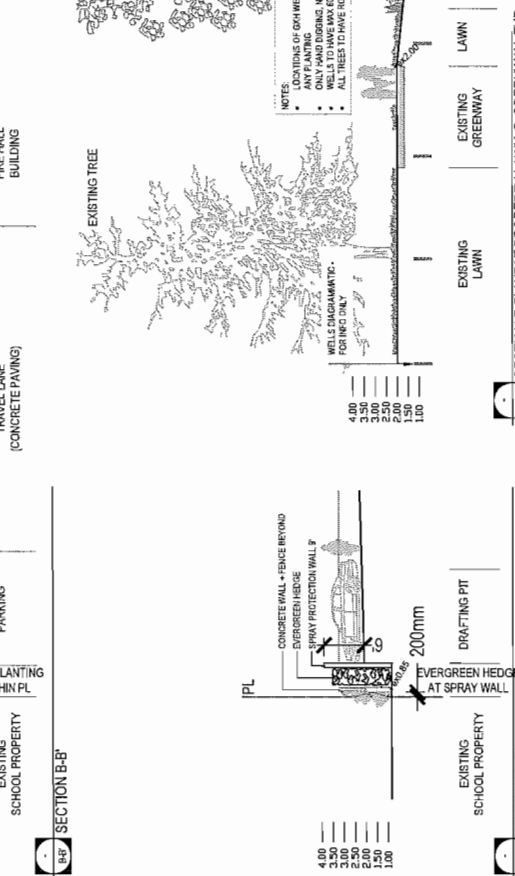
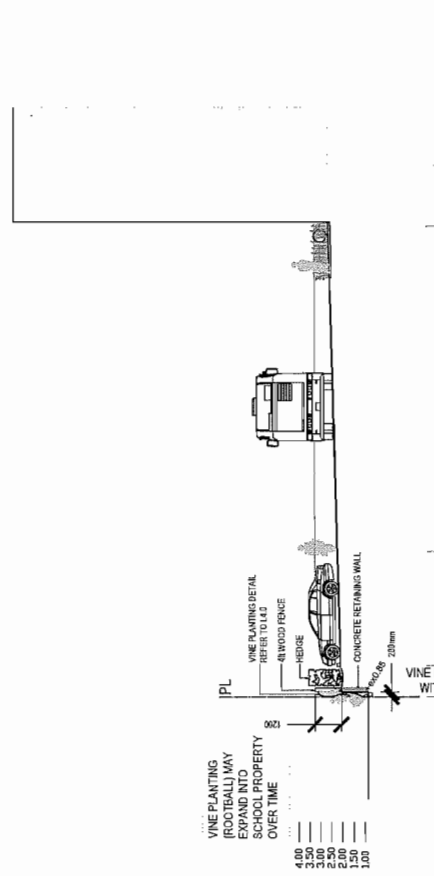
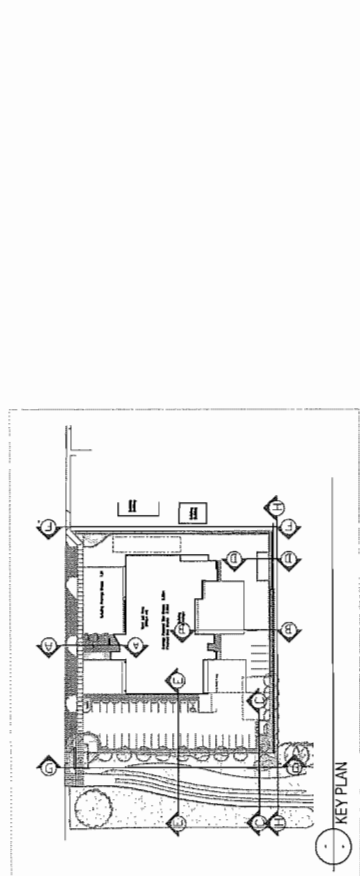
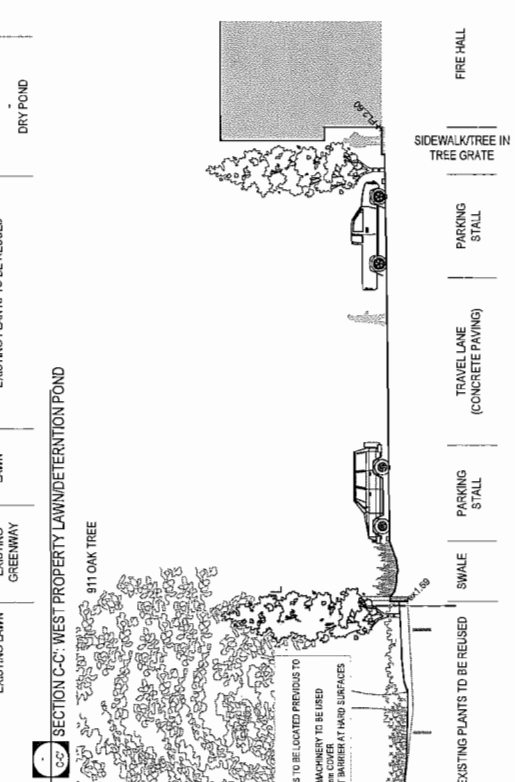
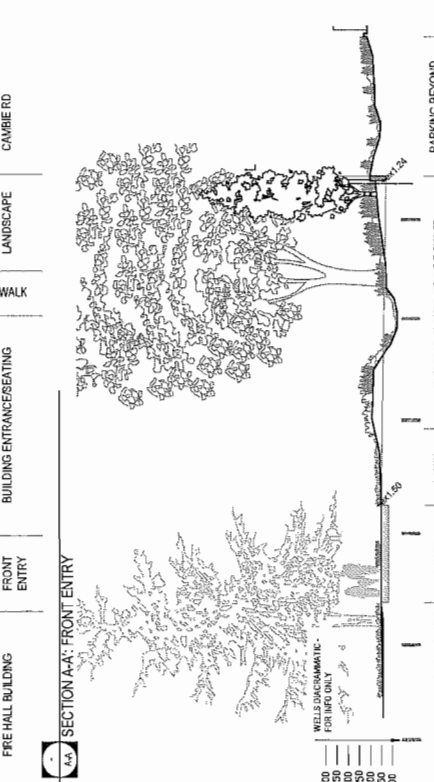
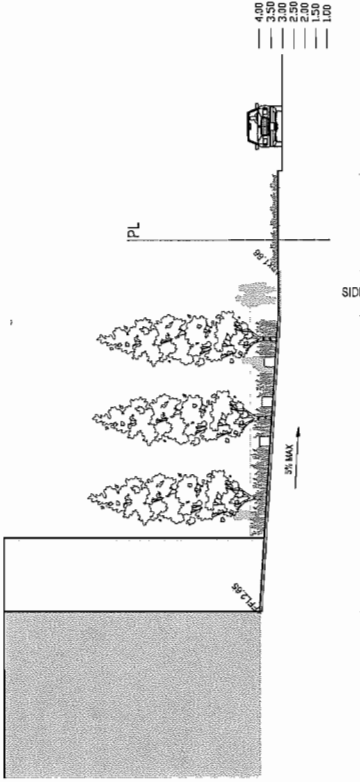
THESE PLANS ARE PREPARED BY US AS THE ARCHITECTS OF RECORD FOR THE PROJECT. WE HAVE CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED TO US BY OTHER PROFESSIONALS AND HAVE FOUND IT TO BE ACCURATE. WE HAVE CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED TO US BY OTHER PROFESSIONALS AND HAVE FOUND IT TO BE ACCURATE. WE HAVE CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED TO US BY OTHER PROFESSIONALS AND HAVE FOUND IT TO BE ACCURATE.

SECTIONS

SCALE	1:200
DATE	2014.05.21
DESIGNER	MJLM
PROJECT NO.	14012
WORKING SET	

L3.0

Level 3.0



Symbol / Item	Notes
1	1. January Design Phase Submission 2014.09.23
2	2. Design Development Information for Bidding 2014.10.15
3	3. Issued for Construction 2014.10.31
4	4. Construction Start
5	5. Construction Complete
6	6. Project Closeout
7	7. Final As-Built Submission
8	8. Project Closeout
9	9. Project Closeout
10	10. Project Closeout
11	11. Project Closeout
12	12. Project Closeout
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18	18. Project Closeout
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20	20. Project Closeout

CAMBIE FIRE HALL & AMBULANCE STATION NO. 3

1805 Cambie Street
Richmond, BC V6X 1Y4



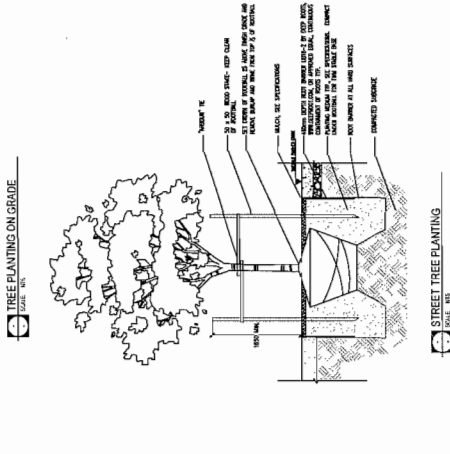
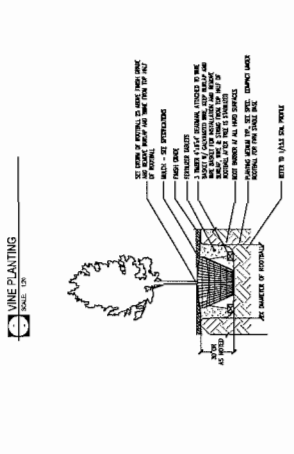
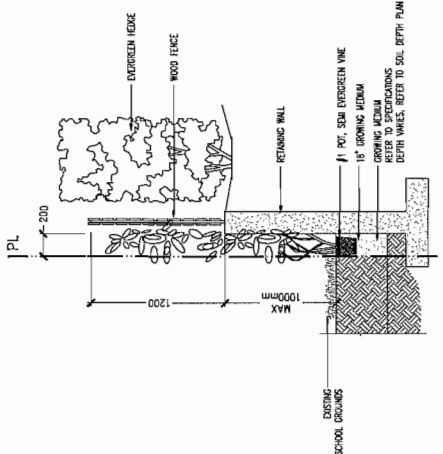
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DETAILS

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DATE	2014.10.31
DESIGNER	MELISSA
CHECKED	DAVID
PROJECT NO.	14012
ISSUED FOR	CONSTRUCTION

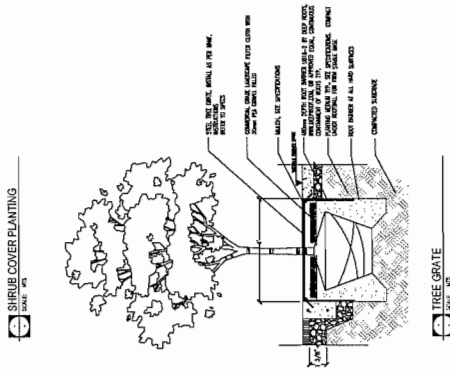
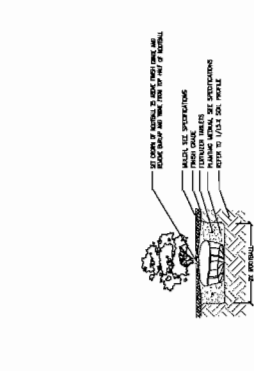
L4.0

PLANTING DETAILS



PLANT SCHEDULE

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T99	[Symbol]	EMERALD TREES	See list on page 18
T100	[Symbol]	EMERALD TREES	See list on page 18



Number	Name	Date
1	1. Initial Design Presentation	2/28/2012
2	2. Final Design Presentation to Authority	2/28/2012
3	3. Final Design Presentation	2/28/2012
4	4.	
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6	6.	
7	7.	
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CAMBIE FIRE HALL & AMBULANCE STATION NO. 3
 345 Cambie Road
 Richmond, BC V6X 1Y4

PFS STUDIO
 ARCHITECTURE

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PRECEDENT IMAGES

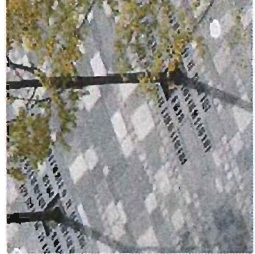
DATE: **1/10/12**
 CLIENT: **14012**
 PROJECT: **14012**
 DRAWING: **14012**

L5.0

PRECEDENT IMAGES



GRAPHIC PAVING PATTERN



TREES PLANTING INTEGRATED IN PAVING PATTERN



MATERIALS



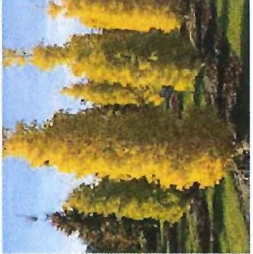
INTEGRATED SITE FURNISHING IN PAVING PATTERN



QUERCUS BICOLOR (GROUND ZERO OAK)



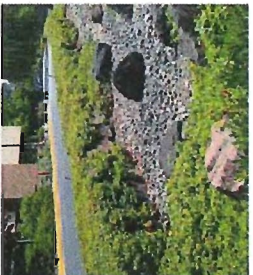
SIMPLE PLANTING PALLETTE



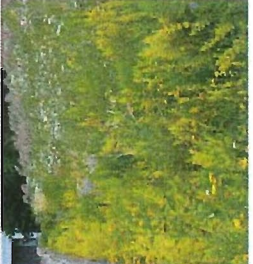
FASTIGIATE TREES TO MAINTAIN VIEW LINES



STORMWATER SWALES



WET / DRY STORMWATER POND



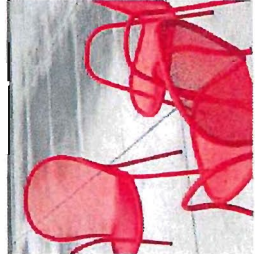
PARK PLANTING: WILDFLOWER MIX AND ORNAMENTAL GRASSES



NON-CUMULATIVE SEMI-SOLID FENCING



BENCH OPTION: RED COLOUR



BENCH OPTION: NATURAL STONE SLABS



BENCH OPTION: WOOD TOP



RZ 14-667788

Attachment 3

Address: 9620, 9660 and 9700 Cambie Road

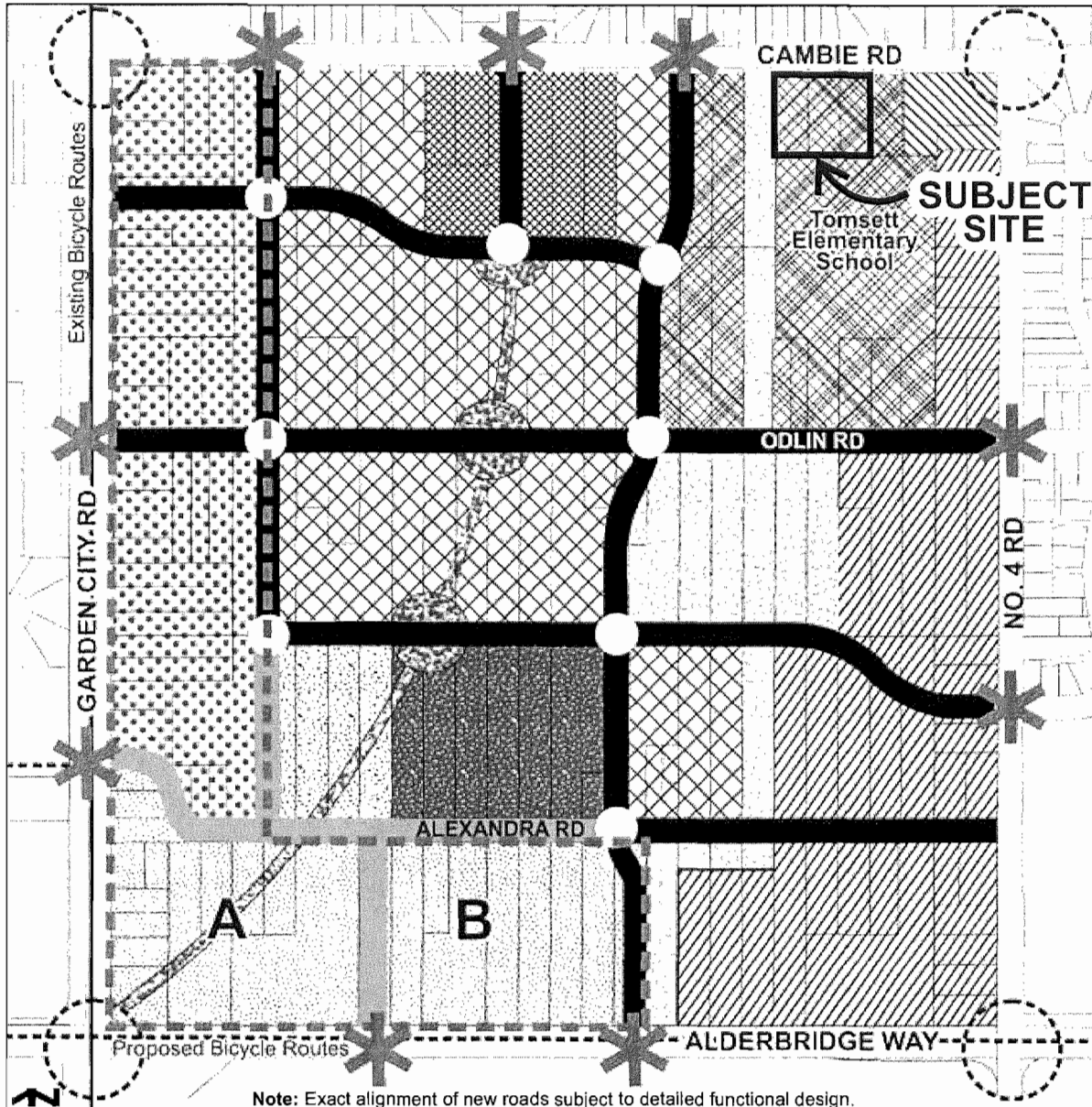
Applicant: City of Richmond

Planning Area(s): Alexandra Neighbourhood (West Cambie)

	Existing	Proposed
Owner	City of Richmond	City of Richmond
Site Size	5,745.4 m ²	Development site 5,473.3 m ² Road Dedication 272.10 m ² Total 5,745.4 m ²
Land Uses	Vacant	Fire Hall and Ambulance Station
Area Plan Designation	Community Institutional	Complies
Zoning	Single Detached (RS1/F)	School & Institutional Use (SI)

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	N/A	0.45	N/A
Lot Coverage – Building:	N/A	27%	N/A
Setback – Cambie Road	Min. 6 m	9.9 m Min.	None
Setback – West Side Yard	Min. 3 m	21.2 m	None
Setback – East Side Yard	Min. 3 m	8.9 m Min.	None
Setback –Rear Yard	Min. 3 m	19.9 m Min.	None
Building Height	Max. 12 m within 10 m of a residential zone	Training/Hose Tower 14.2 m Building 12.9 m Max. and 9.6 m Max. within 10 m of a residential zone	None

Alexandra Neighbourhood Context Land Use Map



Note: Exact alignment of new roads subject to detailed functional design.

Area of No Housing Affected by Aircraft Noise	Residential Area 2 0.65 base FAR (Max. 0.75 FAR with density bonus for affordable housing). 2 & 3-storey Townhouses.	Park: North Park Way, Central Park, South Park Way
Business/Office - office over retail FAR up to 1.25	Mixed Use: Hotel, office and streetfront retail commercial Area A: Min. 0.60 FAR up to 2.0 Area B: Large and small floor plate up to 1.0 FAR	Alexandra Way (Public Rights of Passage Right-of-way)
Convenience Commercial	Mixed Use: • abutting the High Street, medium density residential over retail. • not abutting the High Street, medium density residential 1.25 base FAR - Building heights low to mid-rise (Max. 1.50 FAR with density bonus for affordable housing)	Proposed Roadways
Residential Area 1 1.50 base FAR (Max. 1.70 FAR with density bonus for affordable housing). Townhouse low-rise Apts. (4-storey typical)	Community Institutional	High Street
Residential Area 1A 1.50 base FAR (Max. 1.75 FAR with density bonus for affordable housing). Townhouse, low-rise Apts. (6-storey maximum)		New Traffic Signals
Residential Area 1B 1.68 base FAR (Max. 1.88 FAR with density bonus for affordable housing) (6-storey maximum)		Feature Intersections details to be developed
		Feature Landmarks in Combination with Traffic Calming Measures

The Advisory Design Panel Meeting

Annotated meeting minutes excerpt
Wednesday, October 15, 2014

RZ 14-667788 – FIRE HALL AND AMBULANCE STATION

APPLICANT: City of Richmond

PROPERTY LOCATION: 9620, 9660 and 9700 Cambie Road

Applicant's Presentation

Architect Robert Lange, DGBK Architects, and Landscape Architect Maureen Hetzler, PFS Studio, presented the project and answered queries from the Panel on behalf of the applicant.

Panel Discussion

Comments from the Panel were as follows (with project team design response included in ***'bold italics'***):

- Assume that the proposed floor plan works well; sophisticated spatial elements in building design are interesting; however, suggest toning down the architecture and simplifying, particularly the front elevations; the side elevations work better, beautifully designed – ***Considered. The overall form and character has been established and opportunities to simplify details will be considered through the Building Permit design detail process.***
- Would be nice to see a green roof, maybe a portion of the deck; staircase element facing the street should be translucent and not solid to provide light and movement animation during night time – ***Unfortunately a green roof is not included in the proposed project, but the project does include rainwater collection and controlled discharge into the storm water sewer system. The stair design includes translucent panels, which will contribute light animation to the streetscape.***
- The proposed project is well thought out in a challenging site; programming is successful – ***Noted.***
- The front entry to the building could be softened up; consider creating an interstitial space between the inside and outside of the building – ***Considered. The entrance is designed to be clearly identifiable but not a public gathering space for the proposed emergency response building. This will be a busy facility with emergency response, training and vehicle maintenance.***
- Concern on the white materials of the building as they tend to become darker over time; also consider reducing the overhangs at the front and back of the building – ***Material selection has been undertaken carefully for maintenance, durability and design performance. The project team will consider the input during final colour selection.***
- The building is well designed and reveals its institutional function; appreciate the applicant's consideration of public art on the west side of the building which would have great exposure to the public; look forward to see the public art plan – ***Noted.***
- Appreciate the explanation of the applicant regarding the rationale for the proposed treatment of the east and south edges of the site – ***Noted.***
- Site plan is handled well; however, concern on the project's relationship with the adjacent single detached home to the east – ***At the interface with the neighbouring single detached home to the east, a slow growing hedge that is easier to maintain is proposed after consultation with the neighbour. Along this edge of the site, the building is set back, the building height is lower, the number of window openings has been reduced and translucent glazing has been used as much as possible to provide privacy to the neighbouring home. The taller portions of the building are located further away from the residential home.***

- Appreciate the contemporary building; however, agree with the comment that it has a “busy” feel to it; look at opportunities to simplify the architecture of the building; consider integrating the singular red element on the building into the main core – ***The project team will consider the input during final colour selection.***
- Appreciate the provision of elevator access to the top floor – ***Noted.***
- Good project; would like to see the project tie up with the City’s district energy system; look at the energy data of other fire hall projects of the City for guidance on the project’s energy system – ***The project team is reviewing the needs of the facility and the district energy utility to see if connection is feasible. This review will continue through the mechanical design process.***
- Agree with comment regarding the suggested treatment to the front entrance of the building; also look at safety issues in spaces in front of the building, e.g. location of the proposed mini-plaza next to emergency vehicle driveways – ***Considered as noted above.***
- Consider a mechanism to prevent vehicles from shooting off over the school’s playing field to the south of the proposed project – ***The project team will consider the input during the Building Permit design detail process.. Vehicles are anticipated to be travelling at slow speed on the subject site.***
- (In addition, the following comment of Panel member Grant Burton was read by the Chair) consider structural soil cells for planting in front of the building – ***The project team will consider the input during the Building Permit design detail process.***
- At the conclusion of the consideration of the subject development, the Panel expressed their unanimous support for the project.



Richmond Zoning Bylaw 8500
Amendment Bylaw 9176 (RZ 14-667788)
9620, 9660 and 9700 Cambie 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 "SCHOOL & INSTITUTIONAL USE (SI)".

P.I.D. 004-234-561

East Half Lot 11 Except: The South 250 Feet, Block "A" of Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

P.I.D. 012-030-660

West Half Lot 12 Except: The South 250 Feet, Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

P.I.D. 003-433-048

East Half Lot 12 Except: The South 250 Feet, Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9176".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

ADOPTED

Approval stamp: CITY OF RICHMOND, APPROVED by SB, APPROVED by Director or Solicitor

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee

Date: November 3, 2014

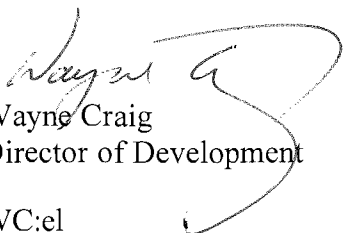
From: Wayne Craig
Director of Development

File: RZ 13-649998

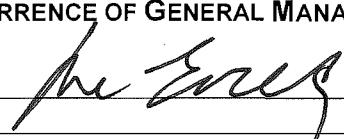
Re: Application by Yamamoto Architecture Inc. for Rezoning at 10591, 10611 and 10631 Gilbert Road from Single Detached (RS1/E) to Low Density Townhouses (RTL4)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9190, for the rezoning of 10591, 10611 and 10631 Gilbert Road from “Single Detached (RS1/E)” to “Low Density Townhouses (RTL4)”, be introduced and given first reading.


Wayne Craig
Director of Development

WC:el
Att.

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

Staff Report

Origin

Yamamoto Architecture Inc. has applied to the City of Richmond for permission to rezone 10591, 10611 and 10631 Gilbert Road (Attachment 1) from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone in order to permit the development of fourteen (14) townhouse units (Attachment 2).

Project Description

The three (3) properties, with a total combined frontage of 66.4 m, are proposed to be consolidated into one (1) development parcel containing a total of fourteen (14) townhouse units. The proposed density is 0.6 FAR. The layout of the townhouse units is oriented around a single driveway providing access to the site from Gilbert Road and a north-south internal manoeuvring aisle providing access to the unit garages. The amenity area is situated in a central open courtyard at the rear of the site. A total of six (6) clusters are proposed: two (2) 4-plexes, two (2) duplexes, and two (2) detached units. Two (2) storeys units are proposed along the side yard and rear yard interface with adjacent single-family housing and along the entry driveway. A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2.

Findings of Fact

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

Surrounding Development

To the North: Single-family homes on large lots zoned “Single Detached (RS1/E)”.

To the South: Single-family homes on legal non-conforming “Single Detached (RS1/E)” lots fronting Gilbert Road; and then a 40 unit two-storey townhouse development on a lot zoned “Low Density Townhouses (RTL1)”.

To the East: Across Gilbert Road, single-family homes on large lots zoned “Single Detached (RS1/E)”, backing on to Gilbert Road.

To the West: Single-family homes on large lots zoned “Single Detached (RS1/E)”, fronting on to Whistler Place.

Related Policies & Studies

Arterial Road Policy

The Arterial Road Policy in the 2041 OCP, Bylaw 9000, directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for “Arterial Road Town House Development” on the Arterial Road Development Map and meets most of the Townhouse Development Requirements under the Arterial Road Policy. The subject

site has a lot frontage of 66.4 m which meets the minimum frontage requirement of 50 m for townhouse development on major arterial road (such as Gilbert Road). However, the proposal will leave a residual site between the subject site and the existing townhouse development to the south (at 10771 Gilbert Road) with a frontage of 27.26 m, which would not meet the Townhouse Development Requirements under the Arterial Road Policy.

The applicant has been advised of the Townhouse Development Requirements and has been requested to acquire adjacent properties along Gilbert Road. The applicant advised staff in writing that they have made attempts to acquire adjacent properties but cannot reach an agreement with the adjacent property owners.

To verify the viable future redevelopment of the residual site to the south, the applicant has provided a development concept plan for the site (on file). Also, a Statutory Right of Way over the internal driveway on the development site will be required to be registered on title prior to final adoption of the rezoning bylaw in order to facilitate access to future developments to the north and south.

Floodplain Management Implementation Strategy

The applicant is required to comply with the requirement of Richmond Flood Plain Designation and Protection Bylaw 8204. In accordance with the Flood Management Strategy, a Flood Indemnity Restrictive Covenant specifying the minimum flood construction level of 2.9 m GSC, or at least 0.3 m above the highest elevation of the crown of any road that is adjacent to the parcel is required prior to rezoning bylaw adoption.

Townhouse Energy Efficiency and Renewable Energy Policy

The applicant has committed to achieving an EnerGuide Rating System (ERS) score of 82 and all units will be predicted for solar hot water for the proposed development. A Restrictive Covenant to ensure that all units are built and maintained to this commitment is required prior to rezoning bylaw adoption. As part of the Development Permit Application review process, the developer will be required to retain a certified energy advisor (CEA) to complete an Evaluation Report to confirm details of construction requirements needed to achieve the rating.

Affordable Housing Strategy

The applicant proposes to make a cash contribution to the affordable housing reserve fund in accordance to the City's Affordable Housing Strategy. As the proposal is for townhouses, the applicant will make a cash contribution of \$2.00 per buildable square foot as per the Strategy; for a contribution of \$43,814.85.

Public Art

The applicant has agreed to provide a voluntary contribution in the amount of \$0.77 per square foot of developable area for the development to the City's Public Art fund. The amount of the contribution would be \$16,868.72.

Public Input

The applicant has forwarded confirmation that a development sign has been posted on the site. Staff did not receive any written correspondence expressing concerns in association with the subject application.

Staff Comments

Tree Retention and Replacement

A Tree Survey and a Certified Arborist's Report were submitted in support of the application. The City's Tree Preservation Coordinator have reviewed the Arborist Report and has provided the following comments:

- A total of 57 on-site trees are identified on the survey; however, the vast majority of the trees comprise hedgerows (a "hedgerow" is a row of closely planted trees used to delineate a property line or provide a visual screen).
- For the purpose of determining the number of required replacement trees, staff have determined that small groups of trees that comprise hedgerows can be considered as single trees. Based on this, there are 39 trees on the site.
- Four (4) trees, Sycamore Maple (tag# 22), Hemlock (tag# 50), two Douglas Fir trees (tag# 65 and 66), are in good condition and are to be retained and protected (Attachment 4).
- Seven (7) neighbouring trees, specifically tag# 60, 61, 62, 63, 64, 67 and 68, are to be retained and protected.
- Four (4) remnant Cedar hedges, identified as tag# 1, 7, 52 and 53, have marginal landscape value and should be removed.
- Three (3) trees, a Pine (tag# 55) and two Cedar trees (tag# 56 and 57), are in fair condition but located in the middle of the site (i.e. on the proposed drive aisle or within the building envelope). In order to successfully retain these trees, four (4) units would need to be eliminated from the proposal. Removal and replacement with conifer (minimum 4.5 m high) is recommended. The applicant has agreed to provide conifers (minimum 4.5 m high) as replacement trees and is required to show them on the Development Permit drawings.
- 32 trees located on site have been previously topped or have significant dieback and/or sparse canopies. As a result, these trees are not good candidates for retention and should be replaced.

A Tree Management Plan can be found in Attachment 4.

Tree Replacement

Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 70 replacement trees are required for the removal of 35 trees on site. According to the Preliminary Landscape Plan (Attachment 2), the developer is proposing to plant 26 new trees

on-site; size and species of replacement trees and overall landscape design will be reviewed in detail at the Development Permit stage. The applicant has agreed to provide a voluntary contribution of \$22,000 to the City's Tree Compensation Fund in lieu of planting the remaining 44 replacement trees should they not be accommodated on the site.

Tree Protection

Tree protection fencing is required to be installed as per the Arborist Report recommendations and the Tree Preservation Plan, prior to any construction activities (including demolition) occurring on-site. In addition, proof that the owner has entered into a contract with a Certified Arborist to monitor all works to be done near or within the tree protection zone will be required prior to final adoption of the rezoning bylaw.

In order to ensure that the protected trees will not be damaged during construction, a Tree Survival Security will be required as part of the Landscape Letter of Credit at Development Permit stage. No Landscape Letter of Credit will be returned until the post-construction assessment report, prepared by the Arborist, confirming the protected trees survived the construction, is reviewed by staff.

Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit, install tree protection around trees/hedge rows to be retained, and submit a landscape security in the amount of \$64,000 to ensure the replacement planting will be provided.

Site Servicing and Frontage Improvements

Prior to final adoption of Amendment Bylaw 9190, the developer is required to consolidate the three (3) existing properties into one (1) development parcel.

Prior to Building Permit issuance, the developer is required to:

- enter into a standard Servicing Agreement for the design and construction of a new 1.5 m concrete sidewalk and a 1.5 m grass and treed boulevard along the entire frontage on Gilbert Road; as well as the design and construction of Water, Storm and Sanitary service connections (see Attachment 5 for details);
- provide an approximately 1.2 m wide Public Rights of Passage (PROP) Statutory Right-of-Way (SRW) along the entire Gilbert Road frontage to accommodate a portion of the proposed new concrete sidewalk (the exact width of the ROW will be determined at the Servicing Agreement stage); and
- pay DCC's (City & GVS&DD), School Site Acquisition Charges, Address Assignment Fee, and all required servicing costs.

Vehicle Access/Parking

One (1) driveway from Gilbert Road is proposed. The long-term objective is for the driveway access established on Gilbert Road to be utilized by adjacent properties to the north and south if they apply to redevelop. A Public Right-of-Passage (PROP) Statutory Right-of-Way (SRW)

over the entire area of the proposed driveway and the internal manoeuvring aisle will be secured as a condition of rezoning.

All units will feature a side-by-side double car garage, and the total number of residential and visitor parking stalls provided onsite meet the zoning bylaw requirements.

Indoor Amenity Space

The applicant is proposing a contribution in-lieu of on-site indoor amenity space in the amount of \$14,000 as per the Official Community Plan (OCP) and Council Policy.

Outdoor Amenity Space

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

Analysis

Official Community Plan (OCP) Compliance

The proposed development is generally consistent with the Neighbourhood Residential land use designation in the 2041 Official Community Plan (OCP) and satisfies the OCP location criteria and development requirements for arterial road townhouse developments. The subject development proposal would leave a residual site with a frontage less than 50 m on a major arterial road, which does not comply with the development Townhouse Development Requirements under the Arterial Road Policy. In support to the application, the applicant has developed a concept plan showing how the two lots to the south (at 10771 Gilbert Road) could be redeveloped (on file).

Staff support the proposed development based on the following:

- The subject site is specifically identified for townhouse development in the Official Community Plan (OCP).
- The subject proposal is not the first townhouse development on the block.
- The subject proposal will not restrict future development of lands to the north or south of the subject site.
- A Public Rights of Passage (PROP) Statutory Right of Way (SRW) over the driveway and internal manoeuvring aisle of the subject site will be secured to provide vehicle access to future developments to the north and south along Gilbert Road.

Design Review and Future Development Permit Considerations

A Development Permit will be required to ensure that the proposed development is sensitively integrated with adjacent developments. The rezoning conditions will not be considered satisfied

until a Development Permit application is processed to a satisfactory level. In association with the Development Permit, the following issues are to be further examined in relation to the site:

- Compliance with Development Permit Guidelines for multiple-family projects contained in Section 14 of the 2041 Official Community Plan Bylaw 9000.
- Building form and architectural character to be reviewed to ensure the proposed design complements the existing surrounding developments. Massing and articulation should be examined further to explore measures to reduce the apparent building height.
- Opportunities to increase the proposed rear yard setback to the second floor of the rear (west) units to enhance privacy of the adjacent single-family homes on Whistler Place.
- Site grading requirements to ensure the survival of protected trees.
- Landscaping design and enhancement of the outdoor amenity area.
- Opportunities to maximize permeable surface areas and better articulate hard surface treatment.

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

Financial Impact or Economic Impact

None.

Conclusion

The proposed 14 unit townhouse development is consistent with the Official Community Plan (OCP) and the Arterial Road Policy in the OCP. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 5, which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9190 be introduced and given first reading.



for Edwin Lee
Planner 1

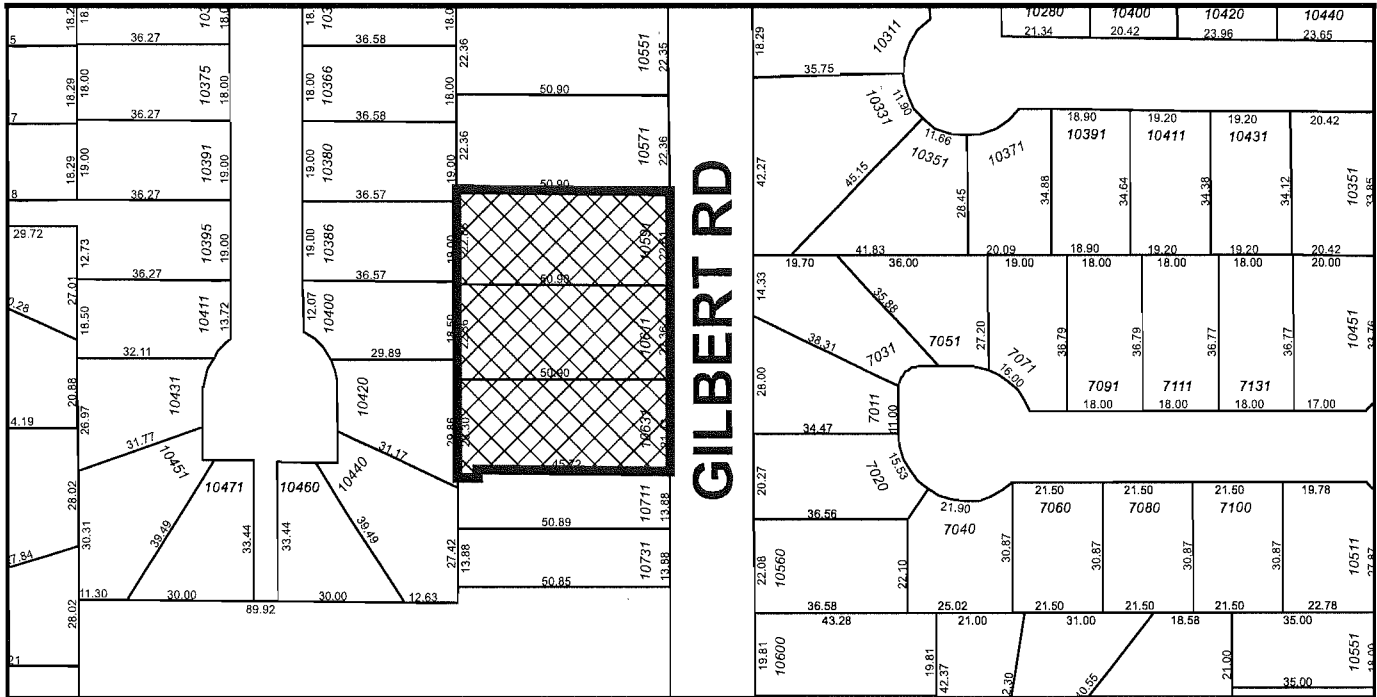
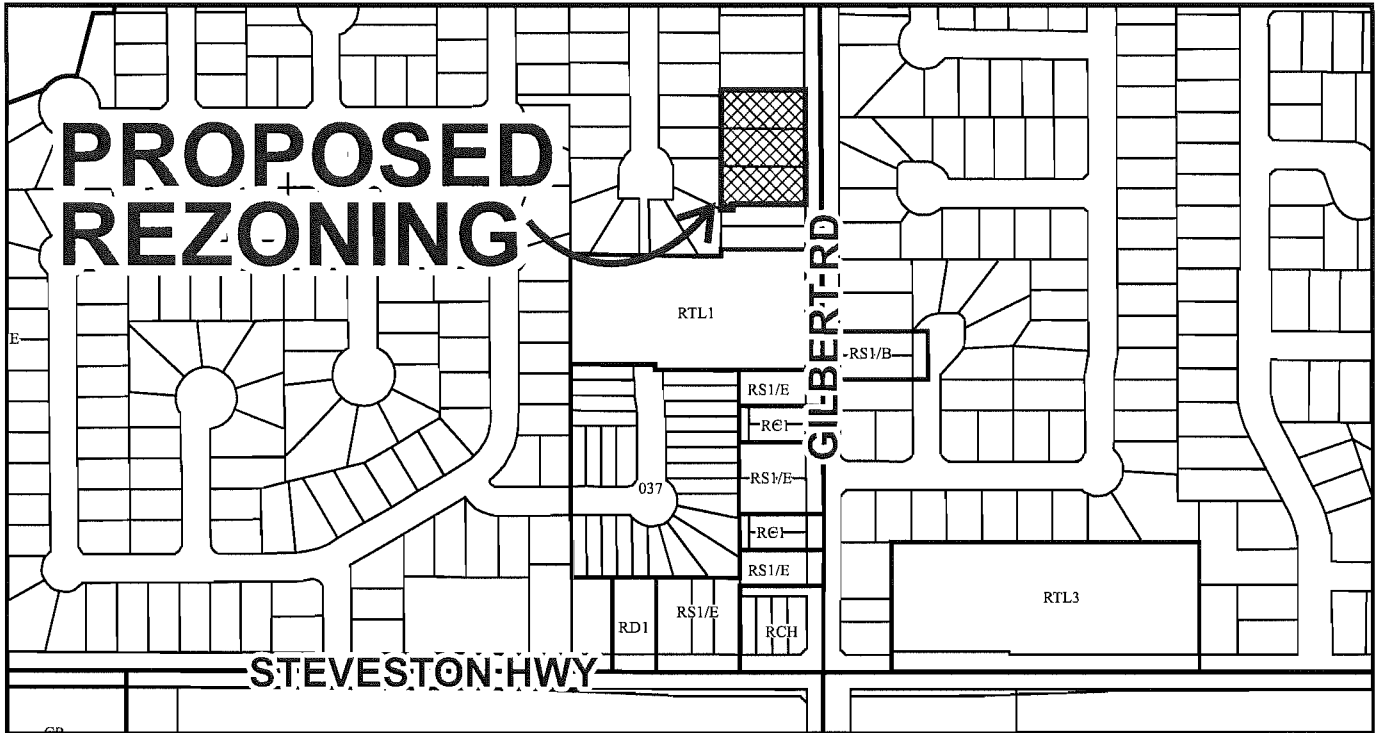
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Attachment 1: Location Map
Attachment 2: Conceptual Development Plans
Attachment 3: Development Application Data Sheet

Attachment 4: Tree Management Plan
Attachment 5: Rezoning Considerations



City of
Richmond



	<h1>RZ 13-649998</h1>	<p>Original Date: 10/16/14 Revision Date: 10/16/14: Note: Dimensions are in METRES</p>
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City of
Richmond



RZ 13-649998

Original Date: 11/15/13

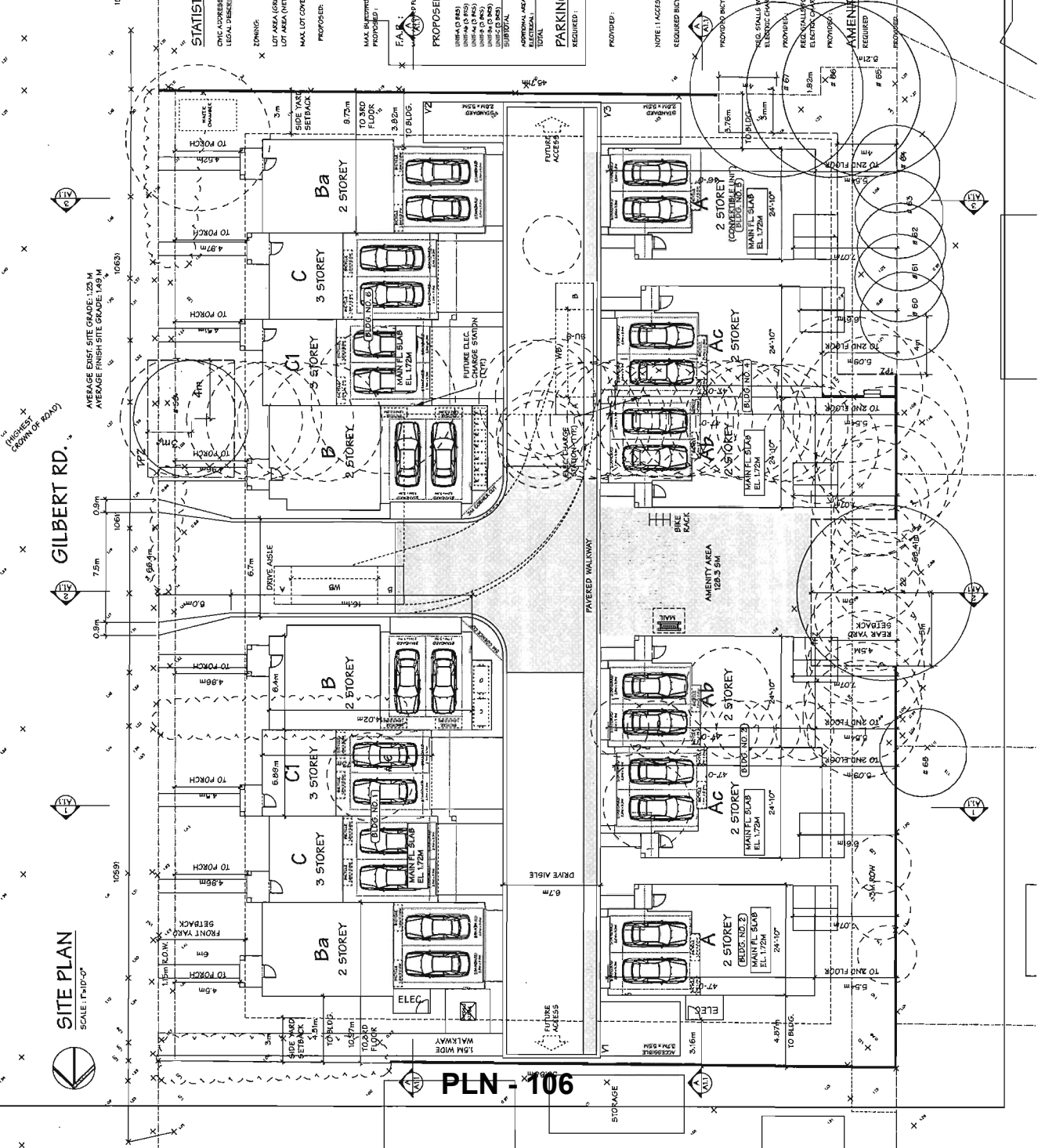
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Note: Dimensions are in METRES



CONTEXT PLAN
SCALE: N:1.5.

- LEGEND:**
- ELECTRICAL CHARGE OUTLET
 - FUTURE ELECTRICAL CHARGE OUTLET



SITE PLAN
SCALE: 1/8"=1'-0"

STATISTICS:
CITY ADDRESS: 10661, 10662, 10663 GILBERT RD.
LEGAL DESCRIPTION: RT14 36444-4646 (332.50 SQM) 36451-36452 (332.50 SQM) 36453-36454 (332.50 SQM) 36455-36456 (332.50 SQM) 36457-36458 (332.50 SQM) 36459-36460 (332.50 SQM) 36461-36462 (332.50 SQM) 36463-36464 (332.50 SQM) 36465-36466 (332.50 SQM) 36467-36468 (332.50 SQM) 36469-36470 (332.50 SQM) 36471-36472 (332.50 SQM) 36473-36474 (332.50 SQM) 36475-36476 (332.50 SQM) 36477-36478 (332.50 SQM) 36479-36480 (332.50 SQM) 36481-36482 (332.50 SQM) 36483-36484 (332.50 SQM) 36485-36486 (332.50 SQM) 36487-36488 (332.50 SQM) 36489-36490 (332.50 SQM) 36491-36492 (332.50 SQM) 36493-36494 (332.50 SQM) 36495-36496 (332.50 SQM) 36497-36498 (332.50 SQM) 36499-36500 (332.50 SQM) 36501-36502 (332.50 SQM) 36503-36504 (332.50 SQM) 36505-36506 (332.50 SQM) 36507-36508 (332.50 SQM) 36509-36510 (332.50 SQM) 36511-36512 (332.50 SQM) 36513-36514 (332.50 SQM) 36515-36516 (332.50 SQM) 36517-36518 (332.50 SQM) 36519-36520 (332.50 SQM) 36521-36522 (332.50 SQM) 36523-36524 (332.50 SQM) 36525-36526 (332.50 SQM) 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PLN - 106

PROPOSED FLOOR AREA:
GROSS: 10,000 SQFT
NET: 8,000 SQFT
TOTAL: 18,000 SQFT

PARKING:
REQUIRED: 25 SPACES
PROVIDED: 25 SPACES

AMENITY AREA:
128.3 SQM
Bike rack, storage, etc.

Yamamoto Architecture Inc.
1101 10th Ave S
Surrey, BC V4A 4A9
Tel: 604-273-1101

ATTACHMENT 2

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pmg
LANDSCAPE ARCHITECTS
Suite C100 - 4100 36th Street Drive
Richmond, BC V6V 2G6
P: 604.284.8011 F: 604.284.0022

SEAL



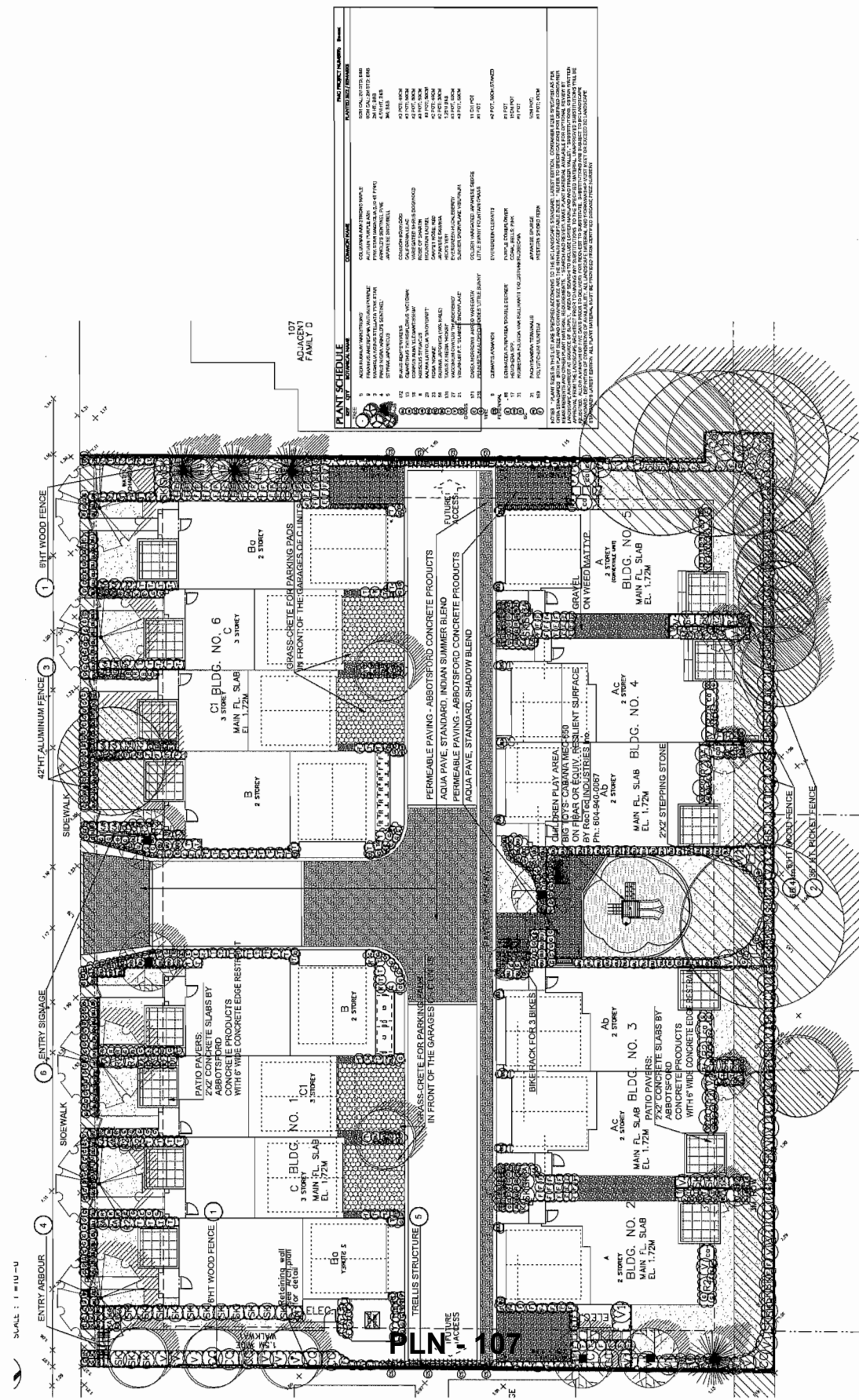
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48	11/01/2017	ISSUE FOR PERMIT	PMG
49	11/01/2017	ISSUE FOR PERMIT	PMG
50	11/01/2017	ISSUE FOR PERMIT	PMG

CLIENT: JACKEN WEETMANS INC.

PROJECT: 14 UNIT TOWNHOUSE DEVELOPMENT
10591-10831 Gilbert Road
RICHMOND, BC

WITH: TAMAMOTO ARCHITECTURE INC.
DRAWING TITLE: LANDSCAPE PLAN

DATE: 3/27/18
SCALE: 3/32"=1'-0"
DRAWN: ED
DESIGN: BD
CHECK: PCM
PMG PROJECT NUMBER: 14-044
DRAWING NUMBER: L1
OF 4
PLAN NUMBER: 107



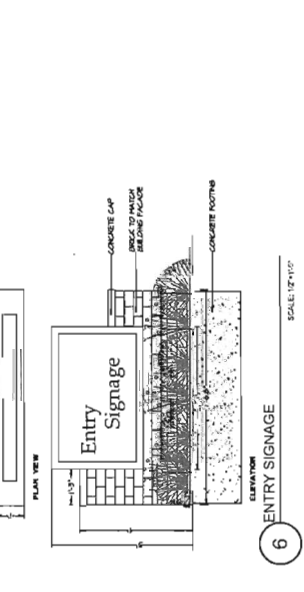
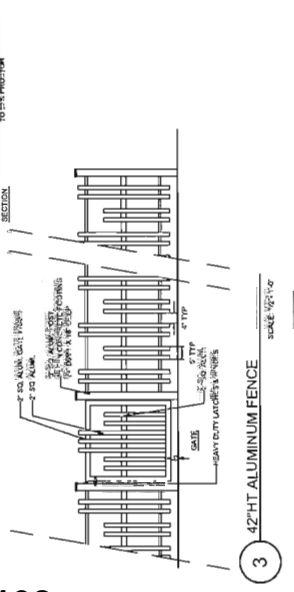
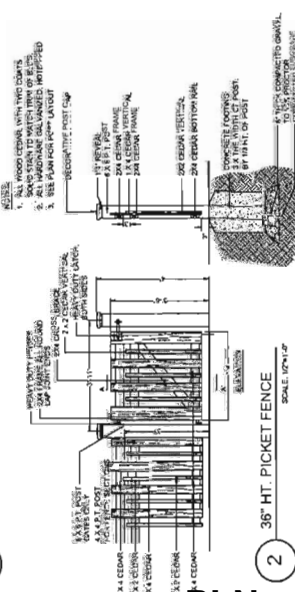
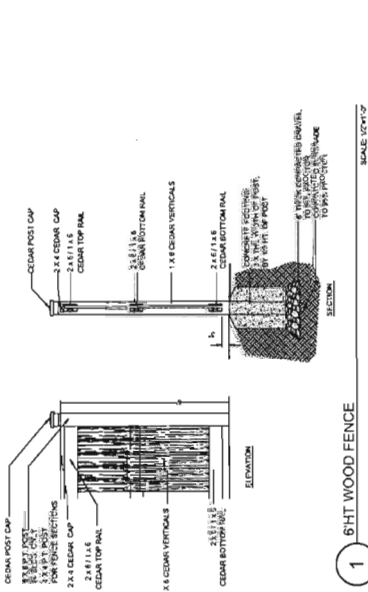
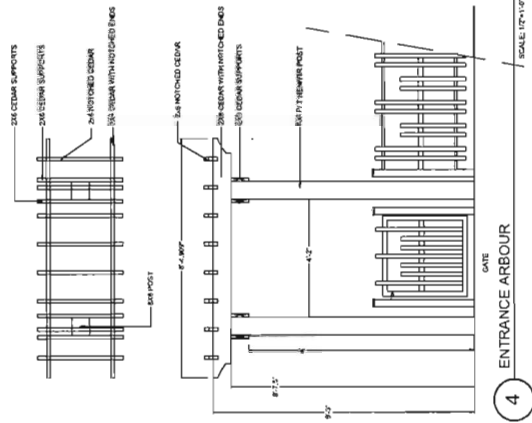
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pmg
LANDSCAPE ARCHITECTS
1818 S.W. 8th Street, Suite 200
Fort Lauderdale, FL 33334
P: 561-246-0311 F: 561-246-0322

SCALE



Whitborne Mountain Classic Park
Bench:
Model: MCB-5
BLACK COLOUR;
UltraPlast™ Recycled Plastic Slats
Walnut colour
Ph.: 604 626 0476



NO.	DATE	REVISION/DESCRIPTION	BY	CHK.
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PROJECT:
14 UNIT TOWNHOUSE DEVELOPMENT
10591-10631 Gilbert Road
RICHMOND, BC

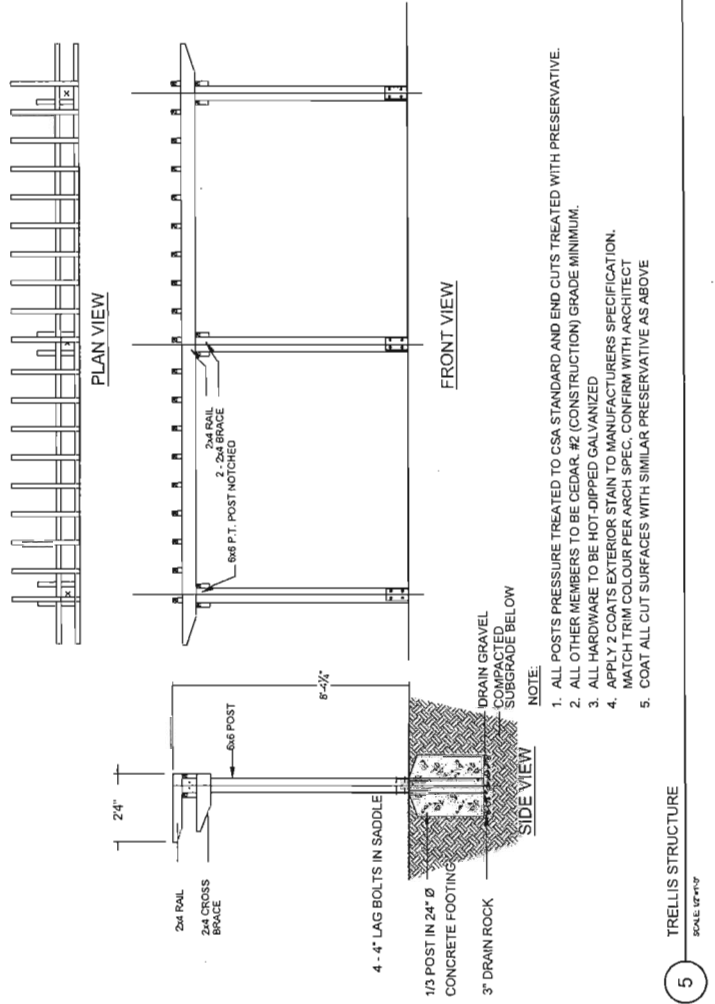
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ARIZON INVESTMENTS INC.

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SCALE:
DRAWN: ED
DESIGN: SD
CHECK: PCA

L2

LANDSCAPE DETAILS
DATE: 10/15/20
SCALE: 1/4" = 1'-0"
DRAWN: ED
DESIGN: SD
CHECK: PCA

PROJECT NUMBER: 14-044



- NOTE:**
1. ALL POSTS PRESSURE TREATED TO CSA STANDARD AND END CUTS TREATED WITH PRESERVATIVE.
 2. ALL OTHER MEMBERS TO BE CEDAR, #2 (CONSTRUCTION) GRADE MINIMUM.
 3. ALL HARDWARE TO BE HOT-DIPPED GALVANIZED
 4. APPLY 2 COATS EXTERIOR STAIN TO MANUFACTURER'S SPECIFICATION. MATCH TRIM COLOUR PER ARCH SPEC. CONFIRM WITH ARCHITECT
 5. COAT ALL CUT SURFACES WITH SIMILAR PRESERVATIVE AS ABOVE



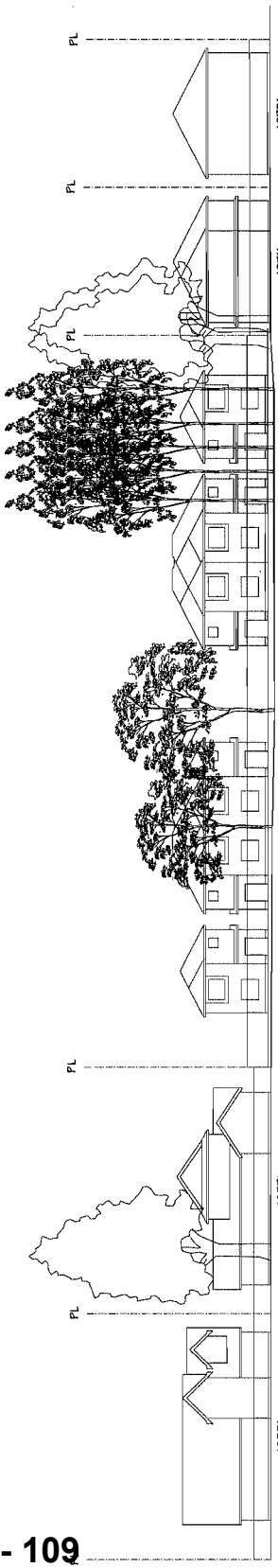
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SUBJECT SITE

GILBERT RD

STREETSCAPE 1 - GILBERT RD

PLN - 109



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SUBJECT SITE

STREETSCAPE 2 - WEST PROPERTY LINE (REAR UNITS)

3	REV. 02.2014	GENERAL IMPROVING
2	REV. 02.2014	GENERAL IMPROVING
1	REV. 02.2014	GENERAL IMPROVING
REV.	DATE	DESCRIPTION
CONTRACTOR		

Project of this work was reviewed by the City of Gilbert, AZ. The drawings and specifications are the property of Yamamoto Architecture Inc. and shall remain the property of the City of Gilbert, AZ.

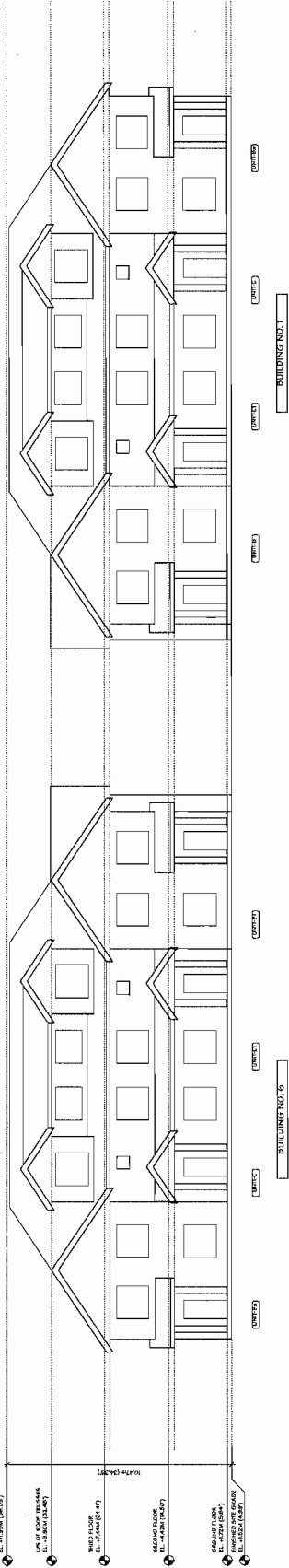
PROJECT
 14 UNIT TOWNHOUSE DEVELOPMENT

YAMAMOTO ARCHITECTURE INC.
 3630 W. GILBERT RD., SUITE 100
 GILBERT, AZ 85234

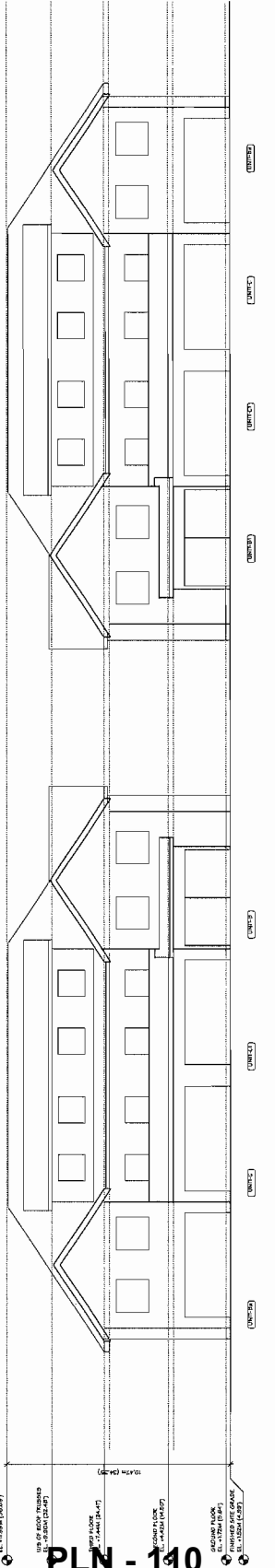
Yamamoto
 Architecture Inc.

STREETSCAPE

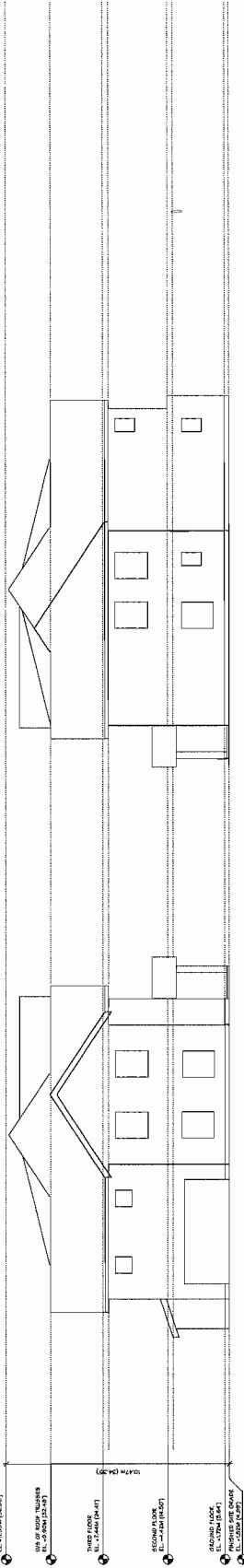
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DATE	JUNE 3, 2014
DRAWN BY	RZ 13-240003
CHECKED BY	
PROJECT NO.	
SHEET NO.	A4.0



EAST ELEVATION - GILBERT RD.



WEST ELEVATION - INTERNAL DRIVEWAY



[BUILDING NO. 1 & 6] TYP. SIDE ELEVATION

[BUILDING NO. 1 & 6] TYP. SIDE ELEVATION

3	NOV 19, 2014	ORIGINAL APPROVAL
2	OCT 16, 2014	RE SUBMISSION
1	AUG 22, 2014	RE SUBMISSION
NO.	DATE	DESCRIPTION
CONTRACT NO.		

14 UNIT TOWNHOUSE DEVELOPMENT

14 UNIT TOWNHOUSE DEVELOPMENT

Yamamoto Architecture Inc.

DATE: JUNE 1, 2014
 DRAWN BY: [NAME]
 CHECKED BY: [NAME]

SCALE	1/4" = 1'-0"
TITLE	14 UNIT TOWNHOUSE DEVELOPMENT
DATE	JUNE 1, 2014
DRAWN BY	[NAME]
CHECKED BY	[NAME]
SHEET NO.	AA.1
PROJECT NO.	RZ 14-00000



RZ 13-649998

Attachment 3

Address: 10591, 10611 and 10631 Gilbert Road

Applicant: Yamamoto Architecture Inc.

Planning Area(s): Blundell

	Existing	Proposed
Owner:	Gilbert CWL Investments Inc.	To be determined
Site Size (m²):	3,392 m ²	No Change
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Neighbourhood Residential	No Change
Area Plan Designation:	N/A	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/E)	Low Density Townhouses (RTL4)
Number of Units:	3	14
Other Designations:	Arterial Road Policy – Townhouse Development	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60 Max.	none permitted
Lot Coverage – Building:	Max. 40%	40% Max.	none
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard (m):	Min. 6.0 m	6.0 m Min.	none
Setback – North Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – South Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (m):	Min. 3.0 m	5.0 m Min.	none
Height (m):	Max. 12.0 m (3 storeys)	12.0 m (3 storeys) Max.	none
Lot Width:	Min. 50.0 m	66.4 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.2 (V) per unit	none
Off-street Parking Spaces – Total:	31	31	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (28 x Max. 50% = 14)	0	none
Small Car Parking Spaces	Max. 50% when 31 or more spaces are provided on site (31 x Max. 50% = 15)	0	none
Handicap Parking Spaces:	Min. 2% when 3 or more visitor parking spaces are required (3 x Min. 2% = 1)	1	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 14 units = 84 m ²	128 m ²	none

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

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pmg8
LANDSCAPE ARCHITECTS
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P: 604.275.0011 F: 604.284.6022

SEAL



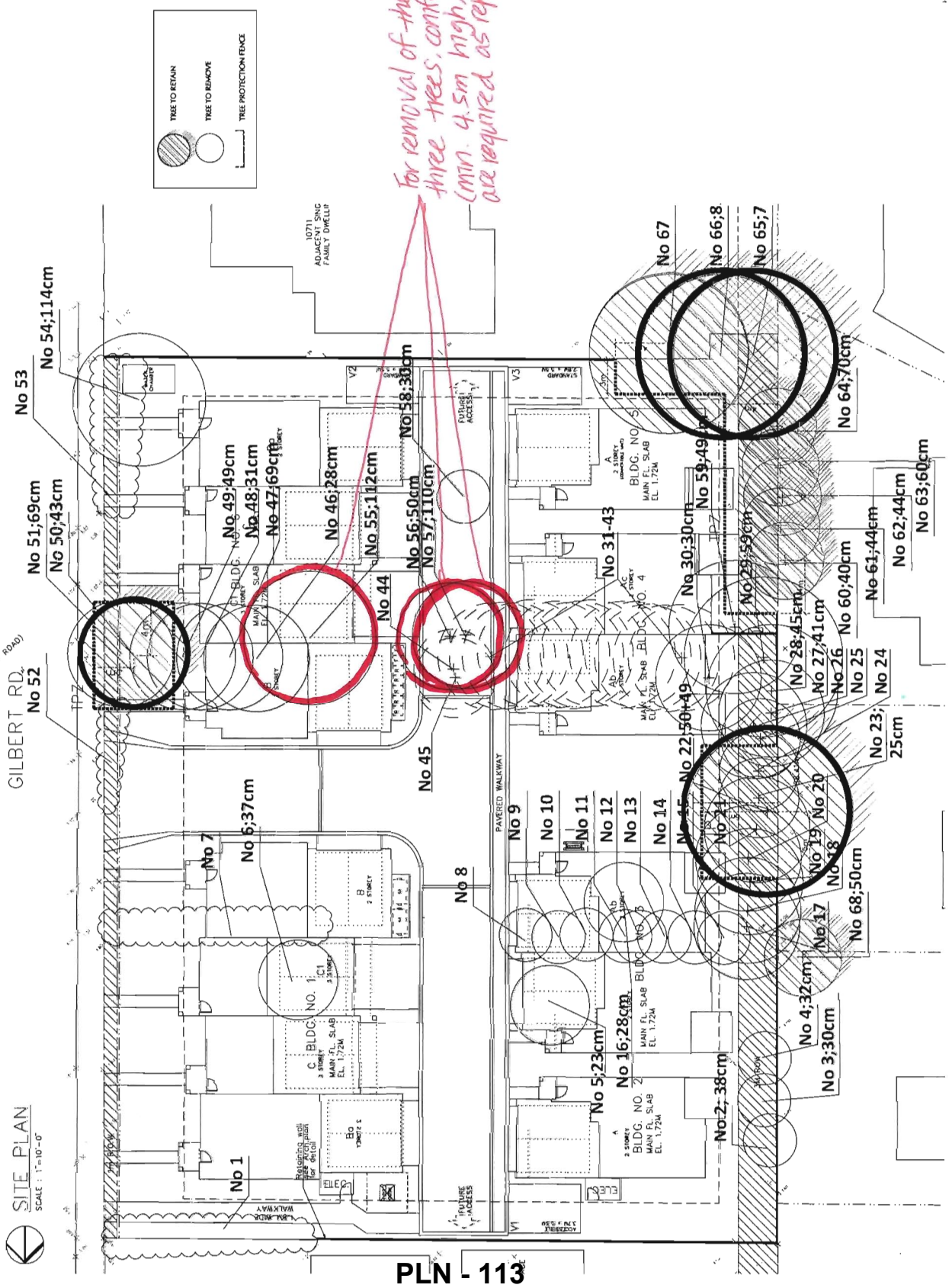
NO.	DATE	REVISION DESCRIPTION	BY
1	2023.08.15	ISSUE FOR PERMIT	PMG
2	2023.08.15	REVISIONS	PMG
3	2023.08.15	REVISIONS	PMG
4	2023.08.15	REVISIONS	PMG
5	2023.08.15	REVISIONS	PMG

CLIENT: JACKSON INVESTMENTS INC.

PROJECT: 14 UNIT TOWNHOUSE DEVELOPMENT
10592-10631 Gilbert Road
RICHMOND, BC

WITH: YAMAMOTO ARCHITECTURE INC.
DRAWING TITLE: TREE MANAGEMENT PLAN

DATE: 11/14/23
SCALE: 1:100
DRAWN BY: DD
DESIGN BY: DD
CHECKED BY: PCN
PROJECT NUMBER: L3
OF 5
PAGE PROJECT NUMBER: 14-044



SITE PLAN
SCALE: 1"=10'-0"

PLN - 113



Rezoning Considerations

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

Address: 10591, 10611 and 10631 Gilbert Road

File No.: RZ 13-649998

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9190, the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. Registration of a Public Rights of Passage (PROP) Statutory Right-of-Way (SRW) and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the full width and extent of the internal drive-aisle in favour of future residential developments to the north and south. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within this SRW, and that utility SRW under the drive aisle is not required.
3. Registration of a flood indemnity covenant on title.
4. Registration of a legal agreement on title identifying that the proposed development must be designed and constructed to meet or exceed EnerGuide 82 criteria for energy efficiency and that all dwellings are pre-ducted for solar hot water heating.
5. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within/near 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.
6. City acceptance of the developer's offer to voluntarily contribute \$22,000.00 to the City's Tree Compensation Fund for the planting of 44 replacement trees within the City.
7. City acceptance of the developer's offer to voluntarily contribute \$0.77 per buildable square foot (e.g. \$16,868.72) to the City's public art fund.
8. Contribution of \$1,000 per dwelling unit (e.g. \$14,000.00) in-lieu of on-site indoor amenity space.
9. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$43,814.85) to the City's affordable housing fund.
10. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development. The Development Permit drawings must show a minimum of three conifers (minimum 4.5 m high) as replacement trees.

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

1. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (EnerGuide 82 or better), in compliance with the City's Official Community Plan.

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

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

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

1. Enter into a Servicing Agreement* for the design and construction of the design and construction of frontage improvements along entire frontage on Gilbert Road as well as the design and construction of Water, Storm, and Sanitary service connections. Works include, but may not be limited to:
 - a) Gilbert Road Frontage Improvements:
 - i. Construct a new 1.5 m wide concrete sidewalk next to the property line and a 1.5 m wide grass/treed boulevard between the curb and the new sidewalk. Note that the 1.5 m wide boulevard is exclusive of the 0.15 m wide top of curb.
 - ii. The existing driveways to provide access to 11591/11611/11631 Gilbert Road are to be closed. Remove the existing driveway letdowns and replace with barrier curb/gutter, grass/treed boulevard and concrete sidewalk. The applicant is responsible for the design and construction of curb/gutter, sidewalk and boulevard as a result of the driveway closures in addition to other required frontage improvements.
 - iii. Consult Parks on the requirement for tree protection/placement including tree species and spacing as part of the frontage works.
 - iv. Consult Engineering on lighting and underground utility requirements as part of the frontage works.
 - v. Prepare a functional design plan including cross-section to show the configuration of the frontage improvements and in particular the transition of the new sidewalk to connect to the existing sidewalks north and south of the site.
 - b) Storm sewer works:
 - i. Provide a new storm service connection complete with an inspection chamber in a 1.5m X 1.5m utility Right of Way. Storm service sizing calculations required in the servicing agreement stage.
 - c) Water works:
 - i. Provide a new water service connection from the existing 300mm diameter AC watermain at Gilbert Road frontage.
 - ii. Assessment on the impact of the proposed onsite works (i.e., pre-load, excavation, etc.) and offsite works (i.e., frontage improvements, road widening, private utility works such as hydro, telecom and gas, etc.) to the existing 300mm diameter AC watermain on Gilbert Road is required.
 - iii. Portions of the existing 300mm AC watermain may need to be replaced due to crossing with the required storm service connection and private utility servicing from the east side of Gilbert Road. If required, replacement works shall be done by City crews at developer's cost through a receivable.
 - iv. Based on the proposed rezoning, the proposed site will require a fire hydrant, spaced as per City standard, along Gilbert Road frontage.
 - d) Sanitary sewer works:
 - i. Provide new sanitary service connection complete with an appropriately sized inspection chamber to be located within the existing 3m SRW along the west property line. Tie-in shall be to the existing sanitary manhole (SMH639) located at the northwest corner of the proposed site.
 - e) General Items:
 - i. Approval/coordination with Metro Vancouver is required due to potential impact of the required onsite and offsite works to the existing 1200mm diameter trunk sewer at Gilbert Road. Metro Vancouver may require an assessment on the impact of the required on-site and off-site works to the existing 1200mm diameter trunk sewer. Staff recommends that the developer coordinate early with Metro Vancouver regarding their requirements so that Metro Vancouver's concerns are addressed in line with the development's timeline. City approval of the servicing agreement design shall be subject to Metro Vancouver's approval."
 - ii. Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

2. The granting of an approximately 1.2 m wide Public Rights of Passage (PROP) Statutory Right-of-Way (SRW) along the entire frontage (east property line) to accommodate a portion of the proposed new concrete sidewalk (exact width of the SRW to be determined at the Servicing Agreement stage).
3. 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. Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit, install tree protection around trees to be retained, and submit a landscape security in the amount of \$64,000.00 to ensure the replacement planting will be provided.
4. Payment of DCC's (City & GVS&DD), School Site Acquisition Charges, Address Assignment Fee, and all required servicing costs.
5. 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.
6. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
7. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
8. 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.

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

Signed

Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 9190 (RZ 13-649998)
10591, 10611 and 10631 Gilbert 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 "LOW DENSITY TOWNHOUSES (RTL4)".

P.I.D. 002-813-637

Lot 26 Except Part Subdivided by Plan 58278, Section 31 Block 4 North Range 6 West New Westminster District Plan 29351

P.I.D. 004-065-450

Lot 27 Except: Part Subdivided by Plan 59317, Section 31 Block 4 North Range 6 West New Westminster District Plan 29571

P.I.D. 000-503-363

Lot 28 Except: Part Subdivided by Plan 67835, Section 31 Block 4 North Range 6 West New Westminster District Plan 29571

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9190".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Horizontal lines for recording dates and conditions.

CITY OF RICHMOND APPROVED by [Signature] APPROVED by Director or Solicitor [Signature]

MAYOR

CORPORATE OFFICER