



Planning Committee

Anderson Room, City Hall
6911 No. 3 Road

Tuesday, December 4, 2018
4:00 p.m.

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on November 20, 2018.*



NEXT COMMITTEE MEETING DATE

December 18, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **RICHMOND FOOD SYSTEM ACTION TEAM**
(File Ref. No. 11-7200-01) (REDMS No. 5769288 v. 13)

PLN-9

See Page PLN-9 for full report

Designated Speaker: Paul Brar

STAFF RECOMMENDATION

That the terms of reference for the Richmond Food System Action Team, as outlined in the staff report titled "Richmond Food System Action Team," dated November 9, 2018, from the Director, Parks Services, be approved.



2. **HOUSING AGREEMENT BYLAW NO. 9916 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 4300, 4320, 4340 THOMPSON ROAD AND 4291, 4331, 4431 AND 4451 BOUNDARY ROAD (PARC THOMPSON PROJECT INC. (INC. NO. BC1058824))**

(File Ref. No. 08-4057-05) (REDMS No. 5934156 v. 3)

PLN-28

See Page PLN-28 for full report

Designated Speaker: Cody Spencer

STAFF RECOMMENDATION

That Housing Agreement (4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road) Bylaw No. 9916 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-713048.



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY MARYEM AHBIB FOR REZONING AT 11111 AND 11113 SEAFIELD CRESCENT FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009954; RZ 18-829101) (REDMS No. 5971198 v. 4)

PLN-57

See Page PLN-57 for full report

Designated Speakers: Wayne Craig and Jessica Lee

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9954, for the rezoning of 11111 and 11113 Seafield Crescent from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)” to facilitate the creation of two new single family lots, be introduced and given first reading.



4. **APPLICATION BY 1137183 BC LTD. FOR REZONING AT 22551 WESTMINSTER HIGHWAY FROM “SINGLE DETACHED (RS1/F)” ZONE TO “TOWN HOUSING (ZT11) – HAMILTON” ZONE**
(File Ref. No. 12-8060-20-009970; RZ 18-800159) (REDMS No. 6010265)

PLN-74

See Page PLN-74 for full report

Designated Speakers: Wayne Craig and Jordan Rockerbie

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9970, for the rezoning of 22551 Westminster Highway from “Single Detached (RS1/F)” to “Town Housing (ZT11) - Hamilton” to permit the development of seven three-storey townhouse units with vehicle access from 22571 Westminster Highway, be introduced and given First Reading.

☐

5. **MANAGER’S REPORT**

ADJOURNMENT

☐



Planning Committee

Date: Tuesday, November 20, 2018

Place: Anderson Room
Richmond City Hall

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

Also Present: Councillor Michael Wolfe

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 November 7, 2018, be adopted as circulated.

CARRIED

AGENDA ADDITION

It was moved and seconded

That Terms of Reference for the Agricultural Advisory Committee be added to the agenda as Item No. 3A and that Market Rental Policy be added as Item No. 3B.

CARRIED

NEXT COMMITTEE MEETING DATE

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

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 10671, 10691, AND 10751 BRIDGEPORT ROAD FROM THE “SINGLE DETACHED (RS1/D)” ZONE TO THE “LOW DENSITY TOWNHOUSES (RTL4)” ZONE**

(File Ref. No. 12-8060-20-009935; RZ 17-771592) (REDMS No. 5972162)

Cynthia Lussier, Planner 1, reviewed the application, noting that the proposed 24 unit townhouse development will have right-in and right-out vehicle access to Bridgeport Road, and that a servicing agreement will provide frontage improvements along Bridgeport Road, including a turning movement restricted driveway.

In reply to queries from Committee, Wayne Craig, Director, Development, noted that the applicant is required to provide a road dedication of 2.3 metres along the south portion of the site to allow for future widening of Bridgeport Road.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9935, for the rezoning of 10671, 10691, and 10751 Bridgeport Road from the “Single Detached (RS1/D)” zone to the “Low Density Townhouses (RTL4)” zone to permit the development of 24 townhouse units with right-in/right-out vehicle access to Bridgeport Road, be introduced and given first reading.

CARRIED

2. **APPLICATION BY ORIS (DYKE ROAD) DEVELOPMENT CORP. FOR REZONING AT 6091 AND 6111 DYKE ROAD FROM LIGHT INDUSTRIAL (IL) TO COMMERCIAL MIXED USE – LONDON LANDING (STEVESTON)(ZMU40)**

(File Ref. No. 12-8060-20-00953; RZ 15-702486) (REDMS No. 6025747)

Kevin Eng, Planner 2, reviewed the application, noting that the proposed development is consistent with the Official Community Plan and that vehicle access to the site will be through Dyke Road.

Discussion ensued with regard to industrial zones within the London Landing area and options to reduce the proposed building’s height and massing.

In reply to queries from Committee, Mr. Eng noted that two existing businesses will be relocated on-site within the 1,400 ft² commercial mixed use space and that the applicant has submitted shadow diagrams and the proposed designs are intended to maximize sunlight to the adjacent property.

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Dana Westermarck, Oris (Dyke Road) Development Corp., spoke on the proposed development's design features, noting that the applicant has been in consultation with the neighbouring property and has reduced the proposed massing on those portions facing the adjacent property. Also, he noted that the proposed elevator core is placed far from the adjacent property to prevent potential obstruction of views and the applicant is working with the existing businesses on-site on relocation options. He added that arrangements will be made to accommodate construction crew parking.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9953 to create the "Commercial Mixed Use – London Landing (Steveston)(ZMU40)" zone, and to rezone 6091 and 6111 Dyke Road from "Light Industrial (IL)" to "Commercial Mixed Use – London Landing (Steveston) (ZMU 40)", be introduced and given first reading.

CARRIED

Opposed: Cllr. Day

3. **APPLICATION BY SPRING COMMUNICATION DEVELOPMENT LTD. FOR A ZONING TEXT AMENDMENT TO THE "PUB & SALES (CP1; CP2)" ZONE TO PERMIT RESTAURANT USE AT 8320 ALEXANDRA ROAD**

(File Ref. No. 12-8060-20-9962; ZT 18-840326) (REDMS No. 6013481)

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9962, for a Zoning Text Amendment to the "Pub & Sales (CP1; CP2)" zone to permit restaurant use at 8320 Alexandra Road, be introduced and given first reading.

CARRIED

3A. **TERMS OF REFERENCE FOR THE AGRICULTURAL ADVISORY COMMITTEE (AAC)**

(File Ref. No.)

It was moved and seconded

That staff review and update the Terms of Reference for the Agricultural Advisory Committee to:

- (1) revise the Committee's composition and membership to include a range of farmers including:*
 - (a) small-scale farmers;*
 - (b) leasehold farmers; and*
 - (c) community farmers;*

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- (2) *consider adding representatives of appropriate agricultural organizations active in Richmond (similar to the Metro Vancouver Agricultural Advisory Committee), such as representatives from Kwantlen Polytechnic University, University of British Columbia and the Richmond Food Security Society;*
- (3) *define and clarify the Committee's advisory role to Council; and*
- (4) *introduce conflict of interest guidelines to the Terms of Reference; and report back.*

The question on the **referral motion** was not called as staff noted that review of the City's advisory committees is ongoing.

Discussion ensued with regard to the AAC's membership and composition and including representation by a range of local farmers.

The question on the referral motion was then called and it was **CARRIED**.

It was suggested that access to all the minutes of all the advisory committee meetings be provided to all members of Council. Staff noted that access options will be discussed with the City Clerk's Office.

3B. MARKET RENTAL POLICY

(File Ref. No.)

Mr. Craig advised that staff are currently reviewing the City's Market Rental Policy, including rental tenure zoning, and anticipates that a report on the matter will be presented to Council in the first quarter of 2019.

4. MANAGER'S REPORT

(i) Bill 52 – Agricultural Land Commission Amendment Act

Barry Konkin, Manager, Policy Planning, noted that Bill 52 – Agricultural Land Commission Amendment Act is currently being considered by the Legislature and may receive Royal Assent by the end of November 2018.

(ii) Strata Plan Wind-Up

In reply to queries, staff noted that the City has not received a response from the Province regarding Provincial regulations on the wind-up of strata corporations with less than unanimous support from strata owners. It was further noted that the City will not process development applications for sites previously occupied by a stratified multiple family residential building until a Supreme Court review and any potential appeals have concluded and confirmed.

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(iii) Provincial Vacancy Tax

Mr. Konkin advised no response on the matter has been received from the Province.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:40 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 20, 2018.

Councillor Linda McPhail
Chair

Evangel Biason
Legislative Services Coordinator



City of Richmond

Report to Committee

To: Planning Committee
From: Todd Gross
Director, Parks Services
Re: Richmond Food System Action Team

Date: November 9, 2018
File: 11-7200-01/2018-Vol
01

Staff Recommendation

That the terms of reference for the Richmond Food System Action Team, as outlined in the staff report titled "Richmond Food System Action Team," dated November 9, 2018, from the Director, Parks Services, be approved.

Todd Gross
Director, Parks Services
(604-247-4942)

Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Sustainability	<input checked="" type="checkbox"/>	
Recreation	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Economic Development	<input checked="" type="checkbox"/>	
Communications	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

At the May 16, 2017, Planning Committee meeting, representatives from the Richmond Community Services Advisory Committee (RCSAC) presented a Communication Tool requesting that the City create a Richmond Food Systems Advisory Committee (Attachment 1). Following this presentation, staff received the following referral:

That staff examine the propriety of forming a Richmond Food Systems Advisory Committee and report back.

The purpose of this report is to respond to the above referral.

This report supports Council's 2014-2018 Term Goal #4: Leadership in Sustainability:

Continue advancement of the City's sustainability framework and initiatives to improve the short and long term livability of our City, and that maintain Richmond's position as a leader in sustainable programs, practices and innovations.

4.2. Innovative projects and initiatives to advance sustainability.

This report supports Council's 2014-2018 Term Goal #5: Partnerships and Collaboration:

Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.

5.2. Strengthened strategic partnerships that help advance City priorities.

This report supports Council's 2014-2018 Term Goal #8: Supportive Economic Development Environment:

8.3. The City's agricultural and fisheries sectors are supported, remain viable and continue to be an important part of the City's character, livability, and economic development vision.

Analysis

Sustainable Food Systems and the Role of Local Government

“Food systems” refers to the activities of commercial and non-commercial organizations that grow, process, distribute, acquire, and dispose of food. “Food systems thinking” reflects an awareness of how actions by one group in the system affect other groups, as well as affecting the environment, economy, societal fabric, and health of the population. “Food policy,” on the other hand, is any decision made by a government agency, business, or organization which affects how food is produced, processed, distributed, purchased, and protected.

A sustainable food system is one that protects and conserves a region’s ecology, is economically sustainable, is resilient to set-backs and short-term crisis, and improves the health and well-being of individuals.

Most food system issues are often considered provincial and federal matters. Yet, an increasing number of Canadian municipalities have taken on the challenge of improving food equity and the health of its citizens. With a focus on food access, environmental sustainability, and local economic development, municipalities are increasingly using food system approaches to drive positive change locally and regionally.

The municipal role in the food system is related to jurisdictional responsibilities and includes:

- Governing land use through the Official Community Plan and zoning bylaws;
- Determining how municipally owned lands are used;
- Developing plans for municipal infrastructure that supports community food security;
- Supplying water, solid waste collection, storm water management, drainage and diking systems for farmland;
- Supporting economic development activities to increase agricultural and food sector business viability;
- Using the built environment to support health and wellness by creating community gardens and enhancing walkability and proximity to healthy food sources within neighbourhoods;
- Using public education as a means of addressing a range of health and social issues; and
- Promoting community opportunities to involve citizens in developing food policies and initiatives.

Attachment 2 illustrates the interconnected links between core municipal activities, food system actions, and people.

Richmond Food System Initiatives

Richmond has historically been, and continues to be, a regional leader in food system initiatives, which can be largely attributed to:

- Its prominent agricultural and maritime heritage;
- The significant amount of City owned agricultural land, most of which is located in the Agricultural Land Reserve;
- The presence of strong, local community groups with an interest in promoting agriculture, food security, and wellness; and
- Council's ongoing commitment to agricultural and fishery sector viability, as demonstrated in the 2014-2018 Term Goals and Section 7 of the Official Community Plan (Agriculture and Food).

The City actively supports Richmond's food system through a number of Council-endorsed strategies and initiatives, including:

- Agricultural Viability Strategy (2003);
- Pesticide Use Control Bylaw No. 8514 (2009);
- Sustainability Framework (2010);
- Council resolution opposing genetically engineered plants and trees (2012);
- Social Development Strategy 2013-2022 (2013);
- Garden City Lands Legacy Landscape Plan (2014);
- Parks and Open Space Strategy (2014);
- Richmond Resilient Economy Strategy (2014);
- Richmond Food Charter (2016);
- Metro Vancouver Regional Food System Action Plan (2016); and
- Richmond Community Wellness Strategy (2018).

In addition to City strategies and initiatives, many local organizations play an active role in supporting Richmond's food system, including:

- Vancouver Coastal Health (VCH), which collects population health data using the My Health My Community survey, and uses this data to implement programs in support of neighbourhood food environments. VCH is developing a Richmond Food Asset Map to allow community members and service providers to easily locate community food assets in Richmond and to shed light on the needs of underserved areas;
- The Richmond Food Security Society (RFSS), which manages the City's 340 community garden plots, provides education for children and youth through the Kids in the Garden and Get Rooted programs, offers a seed library and food skills training programs, and recovers unused fruit from residential fruit trees and bushes for donation to the Food Bank and other community partners;
- Richmond School District, which partners with RFSS and VCH on promoting student food literacy and outdoor garden learning through the Farm to School Partnership;
- Kwantlen Polytechnic University's (KPU) Department of Sustainable Agriculture and Food Systems, which offers degree and non-degree programs related to small scale, sustainable agriculture. The City leases land at the South Dyke Agricultural Park to support KPU's incubator farming program and demonstration orchard, and is providing KPU with space for a research and education farm on the Garden City Lands.

- The Richmond Food Bank, which strives to provide healthy and nutritionally balanced food to more than 2,200 people in a typical week;
- The Sharing Farm, which produces fruits and vegetables on City-owned land for distribution through the Food Bank and other service providers, and promotes sustainable food practices through public education;
- Steveston Artisan and Farmers Market, Gulf of Georgia Cannery Farmers Market, and Kwantlen St. Farmers Market, where residents can access locally baked, grown, and caught products;
- Steveston Harbour Authority, which supports fishers selling direct to consumers off the floats in Steveston; and
- 49 Richmond farmers with Roadside Stand Business Licences selling direct to consumers from their farms.

Existing Advisory Bodies

The City currently has three advisory committees that, among other areas, provide input to Council as required on topics related to food systems and food policy. These committees are:

- The Agricultural Advisory Committee (AAC), which advises on agriculture and food production;
- The Richmond Community Services Advisory Committee (RCSAC), which advises on food access and food security; and
- The Advisory Committee on the Environment (ACE), which advises on the impacts of climate change to food systems.

Municipal Approaches to Food Policy

Several meetings have been held with food system stakeholders to discuss challenges, opportunities, best practices, and opportunities for collaboration. This group included representatives from the City, RFSS, and VCH.

This group examined different interagency approaches implemented by municipalities from across Canada to address food system challenges. There does not seem to be a single common model as municipalities have individually developed frameworks that best suit their particular context and needs. These approaches include policy councils, community group coalitions, round tables, advisory committees, task forces, and working groups.

Given the City's existing advisory committees and working relationships with food system agencies, the stakeholder group identified that an effective approach would be to bring together stakeholders from across the food system as part of an action-oriented working group. This working group would meet regularly to share information, examine food related issues, identify opportunities for collaboration, and advise the City on food related matters.

Richmond Food System Action Team (RFSAT)

The terms of reference for the proposed interagency working group, titled the Richmond Food System Action Team (RFSAT), can be found in Attachment 3. The goal of the RFSAT would be to improve the strength and resiliency of the food system in Richmond, where food is:

- Safe, nutritious, and culturally appropriate;
- Affordable, available, and accessible to all; and
- Produced, processed, marketed, consumed, and waste managed in a manner that is:
 - financially viable;
 - protects the health and dignity of people; and
 - minimally impacts the environment.

Membership of the RFSAT would include representatives from the City of Richmond, RFSS, The Sharing Farm Society, Richmond School District No. 38, KPU, VCH, and the Richmond Food Bank. City representatives would include staff from Parks Programs and Community Social Development, with staff from Policy Planning, Sustainability, Recreation Services, and Economic Development providing expertise and attending meetings as required.

Key priorities for the RFSAT would be to support food-related objectives identified in Council endorsed strategies and initiatives, including the Richmond Food Charter (Attachment 4), the Metro Vancouver Regional Food Systems Action Plan (Attachment 5), and the Richmond Community Wellness Strategy (Attachment 6).

Next Steps

Should the terms of reference be approved, the RFSAT would begin meeting in early 2019 to share information, identify priorities, and collaborate on food system related issues.

Financial Impact

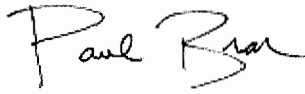
Costs associated with meetings (e.g., minute-taking and photocopying) will be funded through existing City budgets. Projects requiring City funding will be brought forward for Council's consideration as priority initiatives are identified.

Conclusion

Richmond's food system is closely intertwined with the city's economy, land use, and environment, and has a significant impact on the sense of physical, social, and cultural wellness felt by residents. Although the City has limited jurisdictional authority over the food system, it can continue to be a progressive leader by bringing together key organizations and stakeholders. As an interagency working group, the RFSAT will offer a collaborative space to network, share information, and implement solutions to foster a healthy and sustainable food system.

November 9, 2018

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A handwritten signature in black ink that reads "Paul Brar". The signature is written in a cursive, flowing style.

Paul Brar
Manager, Parks Programs
(604-244-1275)

- Att. 1: RCSAC Communication Tool – Richmond Food Systems Advisory Committee
2: Municipal Actions and the Food System
3: Richmond Food System Action Team (RFSAT) Terms of Reference
4: Richmond Food Charter
5: Richmond's Actions in the Metro Vancouver Regional Food Systems Action Plan
6: Food Actions in the City of Richmond Community Wellness Strategy 2018-2023



RCSAC | Richmond Community Services Advisory Committee

To: Mayor Brodie and Councillors
 From: Kathie Chiu & Alex Nixon, RCSAC Co-Chairs
 CC: Cathy Carlile, Lesley Sherlock & Kim Somerville
 Date: May 2017
 Re: **Richmond Food Systems Advisory Committee**

Purpose

The purpose of this Communication Tool is to request that Richmond City Council creates a Richmond Food Systems Advisory Committee.

This Communication Tool reflects:

- 2012-2041 Official Community Plan, Section 7: Agriculture and Food
- 2014-2018 Council Term Goals, particularly goal 5: Partnerships and Collaborations
- Social Development Strategy, Action 46: Facilitate food security for Richmond residents
- Richmond Wellness Strategy
- Richmond Food Charter
- Metro Vancouver Regional Food System Action Plan

Issue	Potential impact	Agency or individuals affected	Advice
With the Richmond Food Charter and Metro Vancouver Regional Food Systems Action Plan endorsed in 2016, there is a need and opportunity to convene a group to address Richmond's food security holistically. We currently have the Agricultural, Community Services, and Environment advisory committees, as well as community groups addressing portions of the food system, but no advisory group dedicated to working on issues concerning the entire food system and focused on developing holistic solutions.	There are significant positive impacts for Richmond residents, such as reduced poverty, greater health, reduced food waste, greater protection of farmland, and a more sustainable city.	Numerous community groups will be invited to participate, including Richmond Food Security Society, Richmond Food Bank, community meal providers, and Poverty Response Committee. Citizen appointees may include farmers and business owners as well as the Richmond School District and Kwantlen Polytechnic University.	Form a Richmond Food Systems Advisory Committee that includes representatives of the whole food system, as well as community organizations, the health authority, and educational institutes to work with City staff and a Council liaison. We suggest funding similar to other Advisory Committees. We suggest allocating staff resources from Parks, Planning, Social Planning, Sustainability, and/ or other relevant departments.

RCSAC Communication Tool Backgrounder: Food Systems Advisory Committee

1. The Issue

The City has three Council advisory committees that provide input to Mayor and Councillors on topics related to food systems; Community Services (food access and affordability), Agricultural (food production) and Environmental (climate change impacts).

However, currently none of the existing committees provide advice on the food system as a whole. The current committees, while focused on their own areas of expertise, do not have the scope to encompass and consider the broader food system in an integrated approach.

A Food Systems Advisory Committee would assist the City of Richmond to advance the following items: 2012-2041 Official Community Plan, Section 7: Agriculture and Food; 2014-2018 Council Term Goal 5: Partnerships and Collaborations; Social Development Strategy, Action 46: Facilitate food security for Richmond residents; the Community Wellness Strategy; and the Metro Vancouver Regional Food System Action Plan.

This action would support the RCSAC 2017 Work Plan objective of “supporting the development of a food security action plan for the City of Richmond”.

2. RCSAC Process

The RCSAC Food Systems Task Force was formed in December 2016 following Council endorsement of the Richmond Food Charter and the Metro Vancouver Regional Food Systems Action Plan to research and consider the benefit and value for the community of a Food Systems Advisory Committee.

Task Force membership includes Anita Georgy (Richmond Food Security Society), Alex Nixon (Richmond Food Bank), De Whalen (Poverty Response Committee), and Belinda Boyd (Vancouver Coastal Health). Brent Mansfield, director of the BC Food Systems Action Network was consulted to understand the Richmond food system in relation to the provincial system.

3. Background

A Richmond Food Charter Working Group was established in 2013 to guide work on the Richmond Food Charter and was led by a partnership between the Richmond Food Security Society and Vancouver Coastal Health. This community-based table includes representatives of the Richmond Food Security Society, the Richmond Poverty Response Committee, Vancouver Coastal Health and the Canadian Federation of University Women. This Working Group presented the Richmond Food Charter to Council and received Council endorsement in July, 2016. In December, 2016, Council also endorsed the 2016 Metro Vancouver Regional Food System Action Plan.

Many cities across North America are forming Food Policy Councils to look holistically at food system policies. The proposed Richmond Food Systems Advisory Committee is a made-in-Richmond way for us to join leaders in this important movement. The need for a Food Systems Advisory Committee is recognized when considering the range of related issues coming forward to Council, including loss of farmland due to the proposed Massey Bridge, ALR home size guidelines, and Harvest Power

operations. The Metro Vancouver Regional Food System Action Plan includes a wide range of additional multi-disciplinary food systems actions for Richmond to take, including everything from supporting local food production and processing, to supporting fish habitat, to mobile markets and street vending opportunities, to educating budding urban farmers, to ensuring drainage is sufficient to address sea level rise.

Proposed stakeholders include businesses (particularly food retailers), School District and Kwantlen Polytechnic University representatives, farmers, health representatives and community services.

Food security for individuals is an increasing challenge that clients of most RCSAC member agencies struggle with. While a large part of that is due to poverty, food access and affordability at a community level are strongly impacted by zoning, local food production, and larger environmental trends.

4. Options

Currently no other committee has the mandate to advise Council on this area.

While alternative options could exist, they would be imperfect. Forming a subcommittee of another advisory committee would ensure that its focus wasn't holistic, and making it a non-City entity would mean that it wouldn't directly advise Council on these issues.

5. Proposed Action

The RCSAC proposes that Council endorse the formation of a Richmond Food Systems Advisory Committee that includes representatives of the whole food system, as well as community organizations, the health authority and educational institutes to work with Staff and a Council Liaison.

Preliminary steps would include forming a working group to draft terms of reference and procedures, and learning from successes in other municipalities while creating a unique model to suit our particular needs.

Funding equivalent to other advisory committees as well as a Staff and Council Liaison would be required from the City of Richmond.

RICHMOND FOOD SYSTEM ACTION TEAM (RFSAT) TERMS OF REFERENCE

1. PURPOSE

The Richmond Food System Action Team (RFSAT) is an interagency working group that strives to improve the strength and resiliency of the food system in Richmond, where food is:

- Safe, nutritious, and culturally appropriate;
- Affordable, available, and accessible to all;
- Produced, processed, marketed, consumed, and waste products reused or managed in a manner that is:
 - Financially viable;
 - Protects the health and dignity of people; and
 - Minimally impacting the environment.

2. OBJECTIVES

- To advise the City on food system-related policies and issues.
- To share knowledge and disseminate information.
- To identify and address emerging food system issues.
- To identify opportunities for collaboration on initiatives to enhance Richmond's food system.
- To advance the City's commitments to improving the food system as identified in the Richmond Food Charter, Metro Vancouver Regional Food System Action Plan, Richmond Community Wellness Strategy, and any emerging food system-related strategies adopted by Council.

3. AREAS OF FOCUS

- Food equity (e.g., access to healthy and culturally appropriate food).
- Food education (e.g., food skills and food literacy, healthy cooking, school gardens).
- Healthy food production (e.g., non-GMO, organic, pesticide free).
- Nutrition and public health (e.g., healthy eating programs, early childhood nutrition).
- Urban agriculture (e.g., community garden programs, greenhouses).
- Recommending areas of advocacy to Council (e.g., provincial and federal food system policy advocacy, promoting the Richmond Food Charter).
- Economic development (e.g., food tourism, food trucks, mobile vending, farmers markets).
- Environmental sustainability (e.g., sustainable food sourcing, environmental footprint, climate change planning).
- Waste management (e.g., food composting programs, curbside food waste collection).

4. COMPOSITION

- Membership will include food system stakeholders, including community organizations, the health authority, educational institutions, the farming community, businesses, and citizens.
- The core group will include representatives from:
 - City of Richmond - Parks Programs and Community Social Development;
 - Vancouver Coastal Health;
 - Richmond School District;
 - Richmond Food Security Society;
 - The Sharing Farm Society;
 - Kwantlen Polytechnic University; and
 - Richmond Food Bank.
- Additional stakeholders that will be consulted and engaged as necessary include representatives from across the food system, including:
 - City of Richmond – Policy Planning, Sustainability, Recreation, Economic Development;
 - Vancouver Coastal Health – Environmental Health
 - Richmond Poverty Response Committee;
 - Tourism Richmond;
 - Ministry of Agriculture;
 - Richmond Chamber of Commerce and local businesses; and
 - Canadian Federation of University Women – Richmond Chapter.

5. MEETINGS

- Meetings will be held as required.
- Copies of the agenda and minutes will be circulated to the RFSAT in advance of the meetings.

6. LIASION WITH PUBLIC BODIES

- The RFSAT will liaise with municipal, regional, provincial and federal government agencies, and other policy-making bodies as appropriate.

7. REPORTING

- The RFSAT will report out to Council as appropriate to share information on interagency accomplishments and identification of priorities.
- Projects or initiatives requiring City funding will be brought forward for Council's consideration as projects and opportunities arise.
- Media requests are to be referred to the City's Corporate Communications and Marketing Department. The Director, Corporate Communications and Marketing will advise who should respond on behalf of the City.

8. TERM

- The initial term of the RFSAT is from 2018 to 2023 with a goal to advance the priorities of the Richmond Food Charter, Metro Vancouver Regional Food Systems Action Plan, and the food system-related objectives of the Richmond Community Wellness Strategy. Following this term, continuation of the RFSAT as a working group will be reviewed and renewed as deemed necessary.

RICHMOND FOOD CHARTER

Food security exists when all members of our community, at all times, have access to nutritious, safe, personally acceptable and culturally appropriate foods, produced in ways that are environmentally sound and socially just.

Community Values

Community Commitment

Food is a basic human need and right

Social Justice

Work continually to improve access to food for all

Safe and nutritious foods are essential for good health

Health & Wellbeing

Ensure our food supply is safe and healthy

Farming and food are important parts of Richmond's culture

Culture

Celebrate our diversity by supporting and sharing food traditions

Food-related education contributes to community wellbeing

Education

Provide education and support for food skills training, including gardening, healthy cooking, and safe food handling

Ecologically sound practices are the basis of a sustainable food system

Healthy Environment

Preserve and strengthen land and water resources that support food production. Promote food industry practices that reduce environmental impacts and greenhouse gas emissions

Local farms and food processors strengthen Richmond's economy

Economic Development

Foster a culture that values and supports farmers and farm workers

Policies and regulations strengthen community food security

Responsible Government

Collaborate with community groups, businesses, & all levels of governments to ensure a food secure future



Richmond Actions in Metro Vancouver Regional Food System Action Plan				
Goal 1 - Increase Capacity to Produce Food Close to Home	Municipality	Ongoing	1-3 years	3-5 years
Strategy 1.1 Protect agricultural land for food production				
Respond to proposed new transportation and other infrastructure to minimize or mitigate the loss of ALR land or capacity	Richmond	X		
Ensure zoning and farm by-laws are consistent with the provincial "Guide for Bylaw development in Farming Areas"	Richmond	X		
Reduce and prevent damage or erosion of the ALR by non-farm uses to support production and economic development in the agricultural sector	Richmond	X		
Strategy 1.2 Restore fish habitat and protect sustainable sources of seafood				
Restore and enhance riparian and fish habitat, including partnering with community organizations	All local governments	X		
Host, fund and in-kind support for celebratory and educational public events drawing attention to the importance of fish habitat	All local governments	X		
Strategy 1.3 Enable expansion of agricultural production				
Support Kwantlen's Bio-regional food system design project	Richmond	X		
Continue to improve water infrastructure/ drainage upgrades including activities such as dyke and pump upgrades and maintaining ditch conveyance	Richmond	X		
Advance the Garden City Lands Legacy landscape Plan that focuses on detailed design and on-site water management to enable farming activity	Richmond			X
Strategy 1.4 Invest in a new generation of food producers				
Advance The Gardens Agricultural Park Plan for incubator farms and community gardens	Richmond			X
Advance the Garden City Lands Legacy Landscape Plan through the development of the Agricultural Management Strategy using a "one farm, many farmers" approach	Richmond			X
Collaborative Actions				
Collectively advocate to senior governments for funding programs to expand investments in irrigation and drainage infrastructure necessary to adapt to climate change	Metro Vancouver and Agricultural Municipalities		X	
Investigate the feasibility and desirability of a regional land trust to increase access to agricultural land	Metro Vancouver and Agricultural Municipalities		X	
Expand municipal involvement in programs that enable new farmers to start a business, such as Surrey's Virtual Incubator Farm Project Online System	All local governments		X	
Goal 2 - Improve the Financial Viability of the Food Sector	Municipality	Ongoing	1-3 years	3-5 years
Strategy 2.1 Increase capacity to process, warehouse, and distribute local foods				
Conduct or fund a food hub feasibility study	Richmond			X
Strategy 2.3 Increase direct marketing opportunities for local food				
Provide in-kind support or direct incentives for farmers markets (e.g., space, infrastructure, advertising, discounted leases)				
Develop and promote local farm tours and agri-tourism opportunities	Richmond	X		
Explore local street vending opportunities through an existing pilot program or by adopting pilot program policy	Richmond	X		
Collaborative Actions				
Develop policies to expand processing, storage and distribution of local food (e.g. revitalization tax exemptions)	All local governments		X	
Share information on potential opportunities to increase local food purchasing strategies	All local governments		X	
Profile and incorporate agri-food business ventures into regional and municipal economic development plans	Metro Vancouver and Agricultural Municipalities		X	
Convene bulk food purchaser to explore how to increase local food purchasing	Metro Vancouver to facilitate with all local governments		X	
Goal 3 - People Make Healthy and Sustainable Food Choices	Municipality	Ongoing	1-3 years	3-5 years
Strategy 3.1 Enable residents to make healthy food choices				
Develop partnerships with community groups & health authorities to deliver outreach and workshops on healthy eating and growing food	Richmond	X		
Strategy 3.2 Communicate how food choices support sustainability				
Promote local agriculture on the municipal website with information on local food event and markets	Richmond	X		
Strategy 3.3 Enhance food literacy and skills in schools				
Develop the Green Ambassadors program for high school students to apply what they learn at City events	Richmond	X		

Richmond Actions in Metro Vancouver Regional Food System Action Plan					
Strategy 3.4 Celebrate the taste of local foods and the diversity of cuisines					
Host or partner on food related events and educational activities that celebrates food (i.e., Chefs to Field, Garlic Festival)	Richmond	X			
Collaborative Actions					
Develop a communication strategy with common messaging for local governments to educate residents about the connection between farmland, food security, climate change and sustainability	Metro Vancouver to facilitate with all local governments		X		
Goal 4 - Everyone Has Access to Healthy, Culturally Diverse & Affordable Food	Municipality	Ongoing	1-3 years	3-5 years	
Strategy 4.1 Improve access to nutritious food among vulnerable groups					
Support education, skill building and cooking activities for people most vulnerable to food insecurity	Richmond	X			
Offer discounted nutritious meals for seniors, immigrants, or refugee families	Richmond	X			
Provide grants to social service agencies to help increase the nutritional quality of meals served	Richmond	X			
Strategy 4.2 Encourage urban agriculture					
Fund, support, or maintain residents' access to community gardens	All Local Governments	X			
Establish new community gardens, and in some circumstances with an intent to improve physical access (e.g. through universal design)	Richmond		X	X	
Collaborative Actions					
Promote the Food Donation Guidelines (developed by BC Centre for Disease Control and other partners), for instance, to food distribution and food service sectors through municipal and regional business correspondence and events	All local governments		X		
Draw from Surrey's experience to create and share information on culturally relevant local food availability for refugee and new immigrants	All local governments		X		
Draw from Vancouver's study on community kitchens to identify opportunities and challenges for expanding food preparation and processing in under-utilized kitchens	All local governments		X		
5. A Food System Consistent with Ecological Health	Municipality	Ongoing	1-3 years	3-5 years	
Strategy 5.1 Protect and enhance ecosystem goods and services					
Create and enhance pollinator habitat through research, new policies and on the ground projects	Richmond			X	
Implement the winter Crop Cover Program as part of the snow geese management program	Richmond			X	
Strategy 5.3 Facilitate adoption of environmentally sustainable practices					
Minimize environmental impacts from pesticides through integrated Pest Management educational programs	Richmond	X			
Provide workshops for residents on natural pest control and composting	Richmond	X			
Promote the council resolution to ban genetically modified crops	Richmond	X			
Strategy 5.4 Prepare for the impacts of climate change					
Plan to accommodate up to 1 metre of sea level rise by 2100	Richmond	X			
Collaborative Actions					
Collaborate with provincial agencies to prepare a regional agriculture climate change adaptation strategy for Metro Vancouver	Metro Vancouver and all Agricultural Municipalities			X	
Emerging Issues	Municipality	Ongoing	1-3 years	3-5 years	
Issue 1 Food access in emergency planning					
Identify how food security and emergency food issues are being addressed in each local government's emergency management plans and processes	All local governments		X		
Issue 2 Recognizing the linkages among poverty, health and food					
Recommend policies and programs to address health outcomes of poverty and food insecurity to senior governments	All local governments		X		
Issue 3 Food safety and training					
Work with Health Authorities, industry and appropriate agencies to ensure food safety is considered in commercial and community food production	All local governments		X		
Implementation	Municipality	Ongoing	1-3 years	3-5 years	
Assign a staff member to advance local government food system issues and to participate in semi-annual working group meetings	All local governments		X		
Strengthen linkages and understanding between local governments and civil society groups in relation to advancing food system issues	All local governments		X		

Food Actions in the City of Richmond Community Wellness Strategy 2018-2023

Focus Area #1: Foster healthy, active and involved lifestyles for all Richmond residents with an emphasis on physical activity, healthy eating and mental wellness.

Objective #2

Increase the number of Richmond residents across all ages making healthy food choices.

Key Action/Program/Initiative	Time-frame	Partner Lead
<p>1. Implement a Healthy Eating Strategy that increases access to healthy and safe foods at a neighbourhood level and builds upon and aligns with the Richmond Food Charter and the Regional Food System Action Plan.¹⁴ This includes coordinating and enhancing healthy eating opportunities in schools, public buildings, and where gaps have been identified at a neighbourhood level.</p> <p>Priority Action 1: Include healthy and, where possible, local food at concession stands, in vending machines and cafes in public facilities and schools.¹⁵</p> <p>Priority Action 2: Expand community gardens in neighbourhoods across Richmond, to encourage social interaction, physical activity and access to fresh affordable vegetables and fruits for residents.</p>	<p>Ongoing to 2023</p> <p>2019-2020</p> <p>2018-2020</p>	VCH-Richmond
<p>2. Expand or implement neighbourhood food hubs in underserved areas to address the lack of fresh and local produce and establish a healthier food environment at the neighbourhood level.</p> <p>Priority Action 1: Complete the Richmond Food Asset Map to inform the Neighbourhood Food Hub initiative.</p> <p>Priority Action 2: Conduct school food environment audits within identified neighbourhoods to inform and strengthen the Neighbourhood Food Hub initiative.</p>	<p>Ongoing to 2023</p> <p>2018-2019</p> <p>2018-2020</p>	VCH-Richmond
<p>3. Enable residents of all ages to make healthy food choices through educational opportunities and programs that are culturally relevant.</p> <p>Priority Action 1: Develop effective teaching tools to assist residents to make healthy food choices.</p> <p>Priority Action 2: Develop new or expand current partnerships that provide food skills programs for Richmond residents, e.g., Diabetes Canada 'Food Skills for Families' program; The Sharing Farm cooking and nutrition food skills program; and community centre cooking classes.</p> <p>Priority Action 3: Promote and support the implementation of 'Appetite to Play' in Richmond early childhood programs including daycares, preschools and those provided or funded by the partners.</p> <p>This initiative is focused on training and supporting early years' providers to enhance knowledge, skills and confidence in providing environments for children that incorporate healthy eating and physical activity.</p> <p>Priority Action 4: Focus the annual VCH- Richmond/SD 38 Book Mark contest on healthy food choices in year 1, physical activity in year 2, mental wellness in year 3 and social connectedness in year 4.</p>	<p>Ongoing to 2023</p> <p>2018-2020</p> <p>2019-2021</p> <p>2018-2020</p> <p>2018-2022</p>	<p>VCH-Richmond</p> <p>VCH Richmond / CoR</p> <p>SD38 VCH-Richmond</p>

¹⁴ Links to: Richmond Food Charter: https://www.richmond.ca/_shared/assets/7_RichmondFoodCharter44751.pdf.
metrovancouver Regional Food System Action Plan 2016 <http://www.metrovancouver.org/services/regional-planning/agriculture/rfs-strategy/Pages/about-the-strategy.aspx>

¹⁵ <https://www.healthlinkbc.ca/healthy-eating/schools-and-communities>

Focus Area #3: Enhance equitable access to amenities, services and programs within and among neighbourhoods.

Objective #1

Align availability and access of programs and services to meet the needs of Richmond residents by addressing inequities at a neighbourhood level, e.g., geographical, cost of programs and transportation, timing, cultural relevance and language needs or facilitating outreach opportunities.

Key Action/Program/Initiative		Time-frame	Partner Lead
1.	Adopt an equity lens framework and assess what and where the inequities are at a neighbourhood level.	2018-2020	VCH-Richmond

Focus Area #4: Facilitate supportive, safe and healthy natural and built environments.

Objective #1

Identify and implement healthy natural and built environments to improve the wellness of Richmond residents.

Key Action/Program/Initiative		Time-frame	Partner Lead
3.	Enhance walkability/proximity to healthy food sources within neighbourhoods. Consideration can be given to one or more of the following best practice approaches: <ul style="list-style-type: none">• Creating local spaces and incentives for community gardens, food sharing, farmers' markets and food skills programs• Creating mobile options that improve proximity to healthy food sources for areas with limited access (e.g., travelling 'pop up' units that sell fruit and vegetables).	Ongoing to 2023	VCH-Richmond



City of Richmond

Report to Committee

To: Planning Committee **Date:** November 13, 2018
From: Kim Somerville
Manager, Community Social Development **File:** 08-4057-05/2018-Vol 01
Re: **Housing Agreement Bylaw No. 9916 to Permit the City of Richmond to Secure Affordable Housing Units at 4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road (Parc Thompson Project Inc. (Inc. No. BC1058824))**

Staff Recommendation

That Housing Agreement (4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road) Bylaw No. 9916 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-713048.

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

Att. 2

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

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9916 (Attachment 1) to secure at least 666 m² (7,169 ft²) or six (6) affordable housing units in the proposed development located at 4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road (Attachment 2).

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

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

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

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

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

Strategic Direction #1: Expand Housing Choices

This report and bylaw are also consistent with the Richmond Affordable Housing Strategy, 2017–2027 adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City.

The initial rezoning application included a proposed cash-in-lieu contribution to the City's Affordable Housing Reserve Fund, consistent with the Richmond Affordable Housing Strategy. At the February 21, 2017 Planning Committee meeting, Committee directed staff to enter into discussions with the applicant to determine if the application could provide built affordable rental units in the proposed development. Prior to the Public Hearing on the rezoning, staff successfully negotiated the provision of affordable housing units instead of the cash-in-lieu contribution. This proposed contribution was brought forward to Council at the Public Hearing where the rezoning was granted third reading subject to the provision of a minimum of six units with a total combined floor area of a minimum of 665 m², which represents five per cent of the development's net residential floor area instead of providing a cash-in-lieu contribution.

The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures six (6) affordable housing units with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9916) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject development application involves a development consisting of approximately 120 residential units, including six (6) affordable housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
<i>Townhouse-Type Units (i.e. 1 or 2 storey units with private street-front entrances)</i>				
3-BR	91 m ² (980ft ²)	\$1,480	\$58,050	6
TOTAL	666 m² (7,169 ft²)	\$1,480	\$58,050	6

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

The six (6) affordable housing units proposed are family-friendly, three-bedroom units and represent five per cent of the total residential floor area of the development. All units will be designed as accessible convertible housing to readily allow the units to be converted into fully accessible units. These units will be built in Phase 1 and are grouped in proximity to each other, satisfying the requirements of the Affordable Housing Strategy. Securing a non-profit housing operator was not a term of the rezoning, although the City has encouraged the developer to partner with a non-profit housing operator to manage the affordable housing units.

The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all indoor and outdoor amenity spaces (i.e. parking) in the development and will not be charged additional costs (i.e. move in/move out fees). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the six (6) affordable housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9916 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure six (6) affordable housing units that are proposed in association with Rezoning Application RZ 15-713048.

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

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

Att. 1: Bylaw No. 9916 and Schedule A

2: Map of 4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Rd



Housing Agreement (4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road) Bylaw No. 9916

The Council of the City of Richmond enacts as follows:

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

PID 003-801-101	Lot 73 Section 36 Block 5 North Range 4 West, New Westminster District Plan 31404
PID 000-938-441	Lot 74 Section 36 Block 5 North Range 4 West, New Westminster District Plan 31404
PID 004-870-794	Lot 75 Section 36 Block 5 North Range 4 West, New Westminster District Plan 31404
PID 005-143-659	Lot 76 Section 36 Block 5 North Range 4 West, New Westminster District Plan 31404
PID 003-680-908	Lot 6 Sections 25 and 36 Block 5 North Range 4 West, New Westminster District Plan 65780
PID 003-538-621	Lot 146 Section 36 Block 5 North Range 4 West, New Westminster District Plan 49821
PID 004-264-304	North Half Lot 7 Except: Firstly: Part Subdivided by Plan 32843 Secondly: Part Subdivided by Plan 65780 Sections 25 and 36 Block 5 North Range 4 West, New Westminster District Plan 571

This Bylaw is cited as “**Housing Agreement (4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road) Bylaw No. 9916**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

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

Schedule A

To Housing Agreement (**4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451
Boundary Road**) Bylaw No. 9916

HOUSING AGREEMENT BETWEEN PARC THOMPSON PROJECT INC. (INC. NO.
BC1058824)AND THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference November 16, 2018

BETWEEN:

PARC THOMPSON PROJECTS INC. (BC1058824) a company
duly incorporated under the laws of the Province of British Columbia
and having its registered office at 228 – 2680 Shell Road, Richmond,
BC V6X 4C9

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

AND:

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

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

WHEREAS:

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for

{00497112; 5 }

Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw9681
Rezoning Consideration No. 13

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affordable housing, as may be amended or replaced from time to time;

- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **"City"** means the City of Richmond;
- (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) **"Convertible Housing"** means housing that is designed and built to look like traditional housing, but has features that are constructed or installed for easy modification and adjustment to suit the needs of an occupant with mobility challenges, such as (without being exhaustive) wide staircases and hallways, accessible parking spaces, wide doorways, accessible washroom facilities, kitchens with sufficient turning diameters, and other features, all to the satisfaction of the City to be determined through Development Permit process;
- (i) **"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;
- (j) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **"Development"** means the residential townhouse development to be constructed on the Lands;
- (l) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;

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*Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw 9681
Rezoning Consideration No. 13*

- (m) **"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;
- (n) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (o) **"Eligible Tenant"** means a Family having a cumulative gross annual income of:
 - (i) in respect to a three or more bedroom unit, \$58,050.00 or less,

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;
- (p) **"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
- (q) **"GST"** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (s) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

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Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw9681
Rezoning Consideration No. 13

- (u) **"Lands"** means certain lands and premises legally described as:
- (i) PID: 003-801-101, Lot 73 Section 36 Block 5 North Range 4 West New Westminster District Plan 31404;
 - (ii) PID: 000-938-441, Lot 74 Section 36 Block 5 North Range 4 West New Westminster District Plan 31404;
 - (iii) PID: 004-870-794, Lot 75 Section 36 Block 5 North Range 4 West New Westminster District Plan 31404;
 - (iv) PID: 005-143-659, Lot 76, Section 36 Block 5 North Range 4 West New Westminster District Plan 31404;
 - (v) PID: 003-680-908, Lot 6 Section 25 and 36 Block 5 North Range 4 West, New Westminster District Plan 65780;
 - (vi) PID: 003-538-621, Lot 146 Section 36 Block 5 North Range 4 West, New Westminster District Plan 49821; and
 - (vii) PID: 004-264-304, North Half Lot 7 Except: Firstly: Part Subdivided by Plan 32843 Secondly: Part Subdivided by Plan 65780 Sections 25 and 36 Block 5 North Range 4 West, New Westminster District Plan 571

as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **"LTO"** means the New Westminster Land Title Office or its successor;
- (x) **"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;
- (y) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **"Permitted Rent"** means no greater than \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit, provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above,

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*Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw 9681
Rezoning Consideration No. 13*

the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (bb) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) “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*;
- (ee) “Tenancy Agreement” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ff) “Tenant” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

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- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including"; and
- (l) the terms "shall" and "will" are used interchangeably and both will be interpreted to express an obligation. The term "may" will be interpreted to express a permissible action.

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already

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

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units and all Affordable Housing Units are designed as Convertible Housing;
 - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units and all Affordable Housing Units are designed as Convertible Housing; and
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or Building constructed on the Lands until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed, to the satisfaction of the City;
 - (ii) all Affordable Housing Units on the Lands are constructed as Convertible Housing, to the satisfaction of the City;
 - (iii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
 - (iv) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner will not, without the prior written consent of the City Solicitor, sell or transfer less than all Affordable Housing Units located on the Lands in a single or related series of

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transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all the Affordable Housing Units located on the Lands. Without limiting the foregoing, the Owner will not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City;

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

- (a) includes the following provision:

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

- (i) a statement of the Tenant's annual income once per calendar year;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
- (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
- (v) a statement of before tax employment income for all occupants over 18 years of age; and
- (vi) total income for all occupants of the Affordable Housing Unit;"

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

- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

- 3.4 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.

- 3.5 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

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- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees,
 - (ii) strata fees,
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges or fees for the use of sanitary sewer, storm sewer, water; or
 - (vi) property or similar tax;provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, the Owner may charge the Tenant the Owner's cost, if any, of:
 - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Building), by or on behalf of the Tenant;
- (e) 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;

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

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.6 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.7 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units.

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- 3.8 The Owner shall design and construct all Affordable Housing Units on the Lands as Convertible Housing.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

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

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common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.5(d).

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.5(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units;
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan.

ARTICLE 6 DEFAULT AND REMEDIES

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

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

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ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

7.2 No Compensation

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

7.3 Modification

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

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7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with this Agreement 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, and without limiting anything in this Agreement, 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, and licensed in British Columbia, to manage the Affordable Housing Units.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

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7.15 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

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7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

[Execution blocks follow]

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

PARC THOMPSON PROJECT INC.

by its authorized signatory(ies):

Per: 
Name: MELVIN A. P.

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

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**SCHEDULE A
TO HOUSING AGREEMENT**

**STATUTORY DECLARATION
(Affordable Housing Units)**

CANADA)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the "Affordable Housing Units") located
)	at
)	_____
PROVINCE OF BRITISH COLUMBIA)	(street address), British Columbia, and Housing
)	Agreement dated _____, 20____ (the
TO WIT:)	"Housing Agreement") between
)	_____ and
)	the City of Richmond (the "City")

I, _____ (full name),
of _____ (address) in the Province
of British Columbia, DO SOLEMNLY DECLARE that:

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

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

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

{00497112; 5 }

*Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw 9681
Rezoning Consideration No. 13*

6024004

4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

DECLARED BEFORE ME at _____)
 _____ in the)
 Province of British Columbia, Canada, this)
 _____ day of _____, 20____)
 _____)
 A Notary Public and a Commissioner for)
 taking Affidavits in and for the Province of)
 British Columbia)

 (Signature of Declarant)
 Name:

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

APPENDIX A **Information Table**

: Example

Unit #	Unit Type	No. of Occupants	Related to Owner	Total Unit Age (s)	Total Unit Age (s)	Before Tenancy Income (If tenant coverage is 10)	Other Income (If tenant coverage is 10)	Income Received	Total Income (If tenant coverage is 10)	Eligible Tenant (Y/N)	Monthly Rent	Planned Rent Increase (Y/N)	Parking Fees	Move-In Fees	Storage Fees	Amenity Fees
1	305	2br	3	N	1	0	\$25,000	NA	Y							
				N			\$15,000	NA	Y							
				N			NA	NA	NA							
										\$40,000	Y	\$1,218	\$1,248	\$50/month	No	No
2																
3																
4																
5																
6																

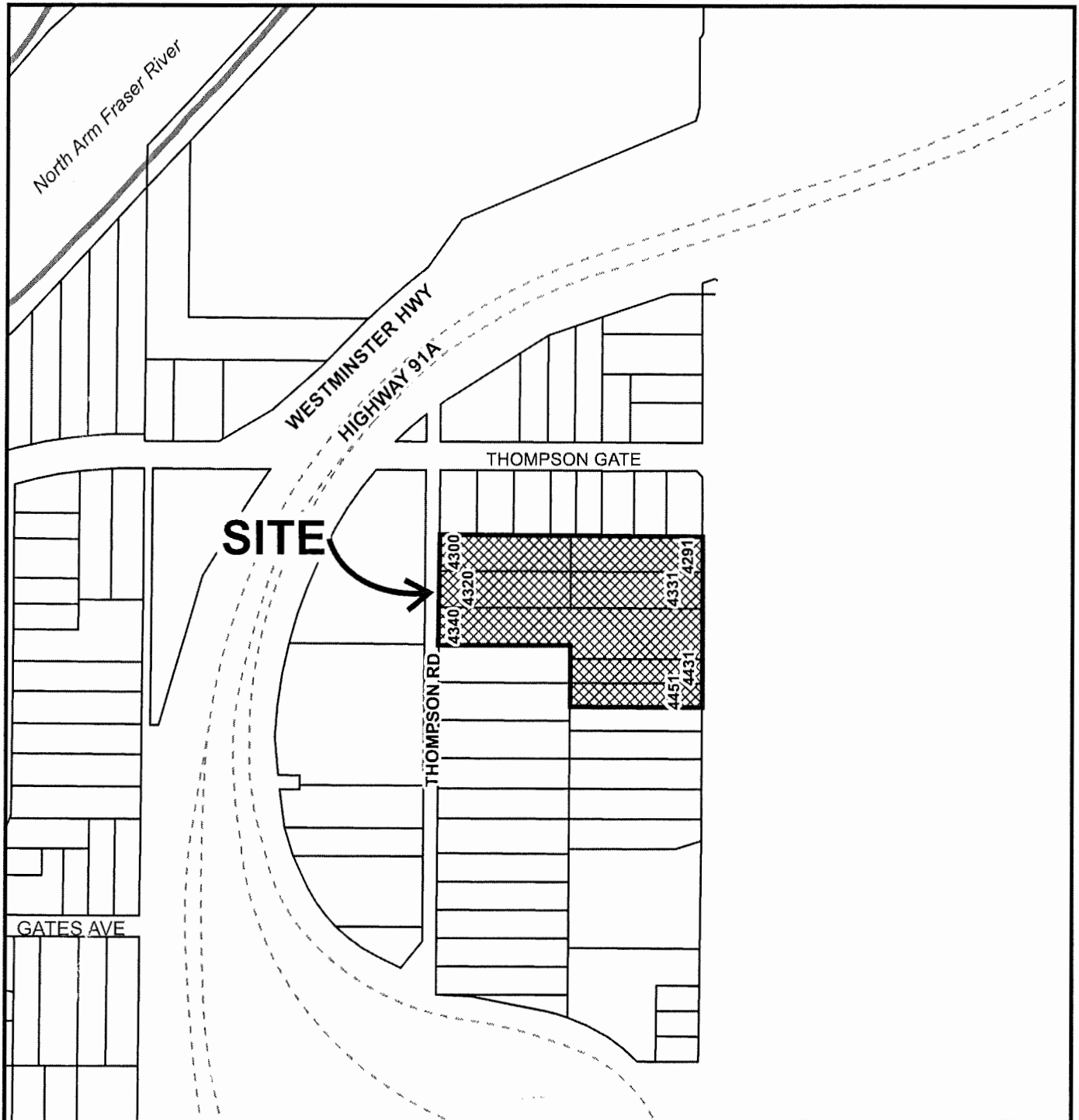
{00497112; 5 }

Housing Agreement (Section 483 Local Government Act)
Address: 4300, 4320, 4340 Thompson Road, and 4291, 4331, 4431, 4451 Boundary Road
Application No. RZ 15-713048 Bylaw9681
Rezoning Consideration No. 13

6024004



City of
Richmond



4300, 4320, 4340 Thompson Rd
and 4291, 4331, 4431 and
4451 Boundary Rd

PLN - 56

Original Date: 08/08/18

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee

Date: November 26, 2018

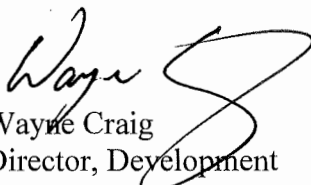
From: Wayne Craig
Director, Development

File: RZ 18-829101


Re: Application by Maryem Ahbib for Rezoning at 11111 and 11113 Seafield Crescent from Two-Unit Dwellings (RD1) to Single Detached (RS2/B)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9954, for the rezoning of 11111 and 11113 Seafield Crescent from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)" to facilitate the creation of two new single family lots, be introduced and given first reading.


Wayne Craig
Director, Development
604-247-4625

WC:jl
Att. 6

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

Staff Report

Origin

Maryem Ahbib has applied to the City of Richmond for permission to rezone the property at 11111 and 11113 Seafeld Crescent from the “Two-Unit Dwelling (RD1)” zone to the “Single Detached (RS2/B)” zone, to permit the property to be subdivided to create two (2) single-family lots, with vehicle access from the existing rear lane. A location map is provided in Attachment 1. The proposed subdivision plan is shown in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

There is an existing legal duplex on the property, which would be demolished. The applicant has indicated that each dwelling unit is currently occupied. One of the two units is owner-occupied, and the second unit is rented.

Surrounding Development

Development immediately surrounding the subject site is as follows:

- To the North: A single-family dwelling on a lot zoned “Single Detached (RS1/E)” and a single-family dwelling on a lot zoned “Compact Single Detached (RC1),” both fronting Williams Road.
- To the South: A two-unit dwelling on a lot zoned “Two-Unit Dwellings (RD1),” fronting Seafeld Crescent.
- To the East: Single-family dwellings on lots zoned “Single Detached (RS1/E)” fronting Seafeld Crescent.
- To the West: A townhouse complex and a commercial building on the lot zoned “Town Housing (ZT38)” and “Neighbourhood Commercial (ZC19)” fronting Williams Road and Shell Road.

Related Policies & Studies

Official Community Plan (OCP) Designation

The 2041 OCP land use designation for the subject site is “Neighbourhood Residential”. This designation is intended for single-family, two-family, and multiple family housing. There is no Area Plan for this area. The proposed rezoning and future subdivision are consistent with the OCP.

Lot Size Policy 5434

The subject property is located in the area governed by Single-Family Lot Size Policy 5434, which was adopted by City Council on February 19, 1990, and subsequently amended in 1991 and 2006 (Attachment 4). The Lot Size Policy permits properties on specific sections of Williams Road, No. 5 Road, and Steveston Highway to rezone and subdivide to compact lots, and permits the majority of lots within the Policy area to subdivide in accordance with the “Single Detached (RS1/E)” zone.

The subject site contains a legal duplex. Section 2.3.7 of Richmond Zoning Bylaw 8500 provides that the Lot Size Policy does not apply to a rezoning application on a site that contains a legal duplex and that is intended to be subdivided into no more than two (2) single detached housing lots. This redevelopment proposal would result in a subdivision to create two (2) single-family lots; each approximately 688.5 m² (7,411 ft²) in area. Further, the proposed subdivision would comply with the minimum lot dimensions and size identified in the “Single Detached (RS2/B)” zone.

Floodplain Management Implementation Strategy

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

Public Consultation

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

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

Analysis

Existing Legal Encumbrances

There is an existing restrictive covenant registered on Title restricting the use of the subject property to a duplex (document #BF344085). The covenant must be discharged from Title prior to final adoption of the rezoning bylaw.

Transportation and Site Access

Current vehicle access is from the rear lane, which was built as per City standards. Vehicle access to both proposed lots will continue to be via the existing rear lane to prevent new driveways on the curved section of a roadway, reduce conflicts with pedestrians, and improve vehicle circulation.

Tree Replacement

The applicant has submitted a Certified Arborist's Report (Attachment 5); which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses one (1) bylaw-sized tree on the subject property and four (4) trees on neighbouring properties.

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

- 1 tree (tag# 5) located on the development site is in very poor condition – remove and replace.
- 1 stump located on the development site was removed without a permit between 2007 and 2009. As a result, two replacement trees are required to compensate for the removal.
- 4 trees (tag# 1, 2, 3, 4) located on neighbouring property are far enough from the property line that they will not be impacted by the proposed development.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove one (1) on-site tree (Tree # 5). One (1) tree was previously removed from the site without a permit and requires replacement. The 2:1 replacement ratio would require a total of four (4) replacement trees. The applicant has agreed to plant two (2) trees on each lot proposed (one (1) tree to be planted and maintained within 3.0 m of the front lot line on each future lot); for a total of four (4) trees.

As per Tree Protection Bylaw No. 8057, based on the size of the on-site trees being removed, replacement trees shall be the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
2	10 cm	5.5 m
2	11 cm	6 m

To ensure the four (4) replacement trees are planted on-site, the applicant is required to submit a Landscaping Security in the amount of \$2,000 (\$500/tree) prior to final adoption of the rezoning bylaw. Securities will not be released until a landscaping inspection has been passed by City staff after construction and landscaping has been completed. The City may retain a portion of the security for a one year maintenance period from the date of the landscape inspection.

Tree Protection

Four trees (Trees #1, 2, 3, and 4) on neighbouring properties are to be retained and protected. Due to the distance between the trees and the subject property, no additional or special tree protection measures are required.

Affordable Housing Strategy

The City's current Affordable Housing Strategy (adopted by Council in 2017) for single-family rezoning requires a secondary suite on 100% of new lots, or a secondary suite on 50% of new lots plus a cash-in-lieu contribution of \$4.00/ft² of total buildable area towards the City's Affordable Housing Reserve Fund for the remaining 50% of new lots, or a 100% cash-in-lieu contribution based on the total buildable area of the development if secondary suites cannot be accommodated.

The applicant has proposed to provide a legal secondary suite in each of the two (2) single-family dwellings proposed at the subject site. To ensure that the two (2) secondary suites are built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until a secondary suite is constructed on both of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and Richmond Zoning Bylaw 8500. Registration of this legal agreement is required prior to adoption of the rezoning bylaw.

Site Servicing and Frontage Improvements

At Subdivision stage, the applicant is required to pay the current year's taxes, Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fees for each future lot, and the costs associated with the completion of the required servicing works and frontage improvements through a City work order as described in Attachment 6.

Financial Impact or Economic Impact

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

Conclusion

The purpose of this rezoning application is to rezone the property at 11111 and 11113 Seafeld Crescent from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)" to permit the property to be subdivided to create two (2) lots, with access via the existing rear lane.

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

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

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9954 be introduced and given first reading.



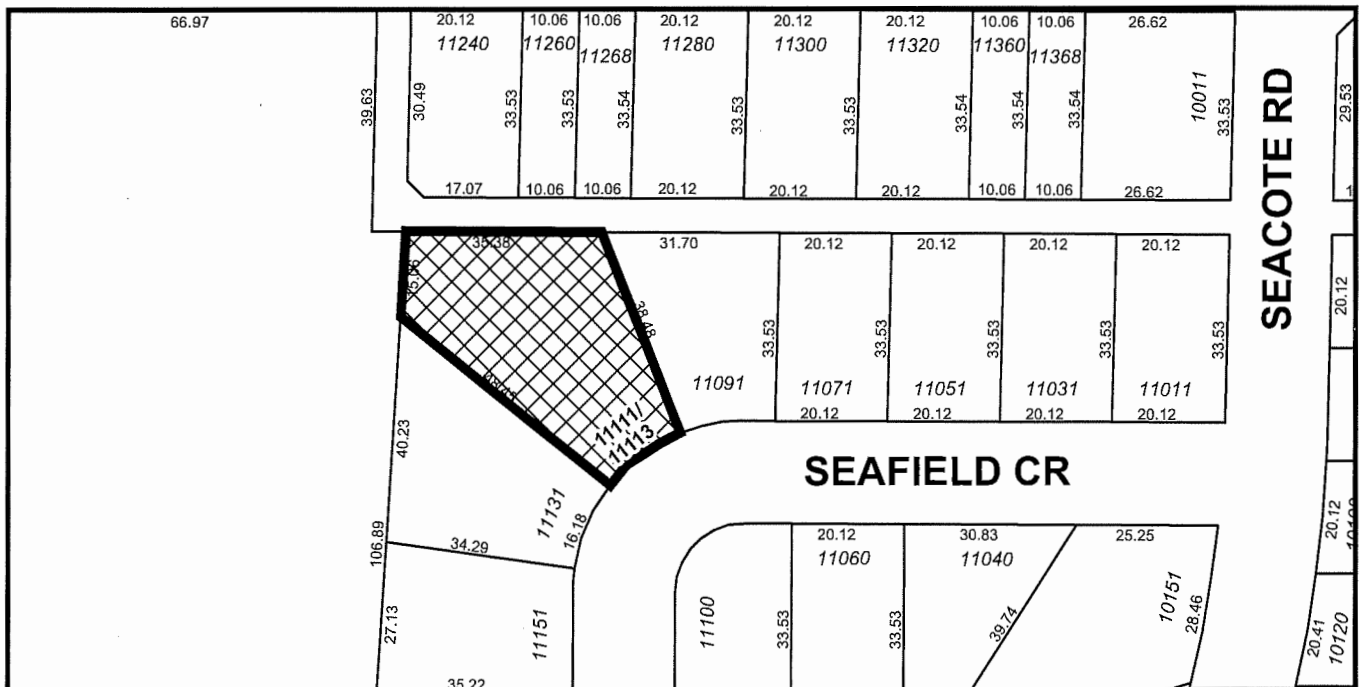
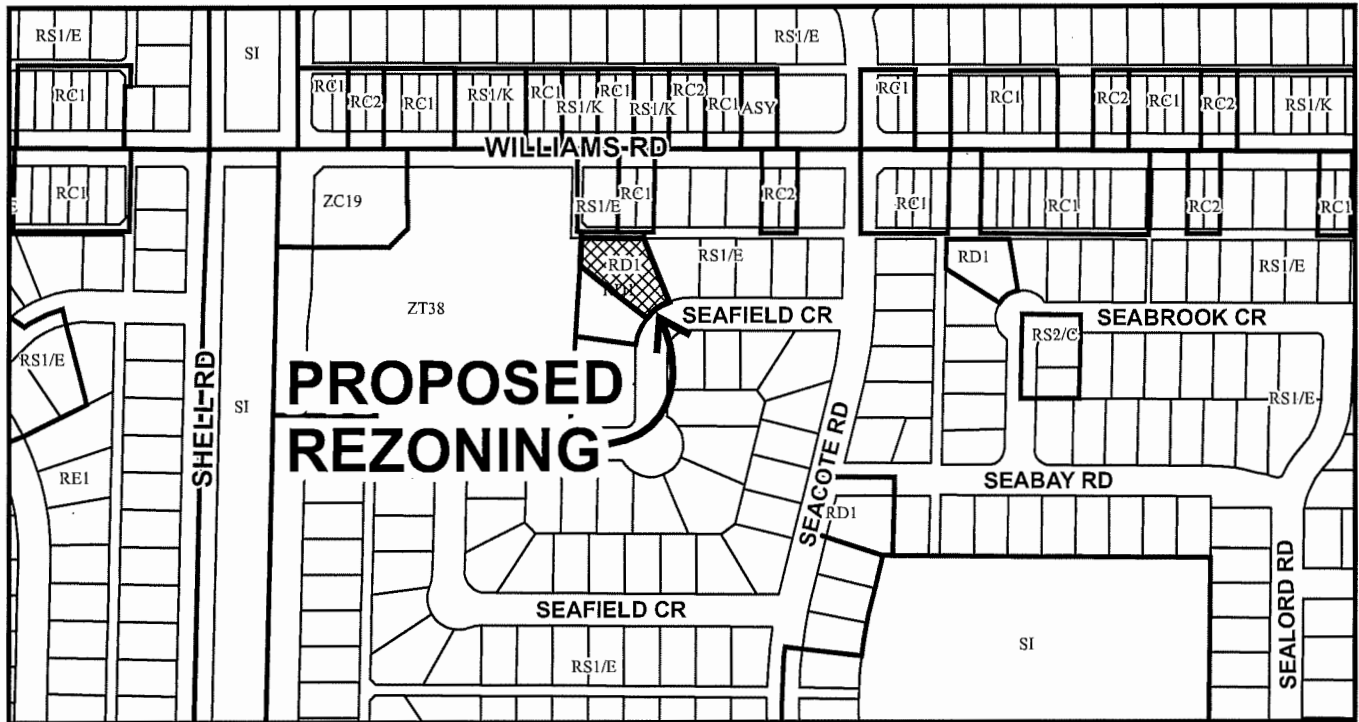
Jessica Lee
Planning Technician
604-247-4908

JL:cas

- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: Lot Size Policy 5434
- Attachment 5: Tree Management Plan
- Attachment 6: Rezoning Considerations



City of Richmond



RZ 18-829101

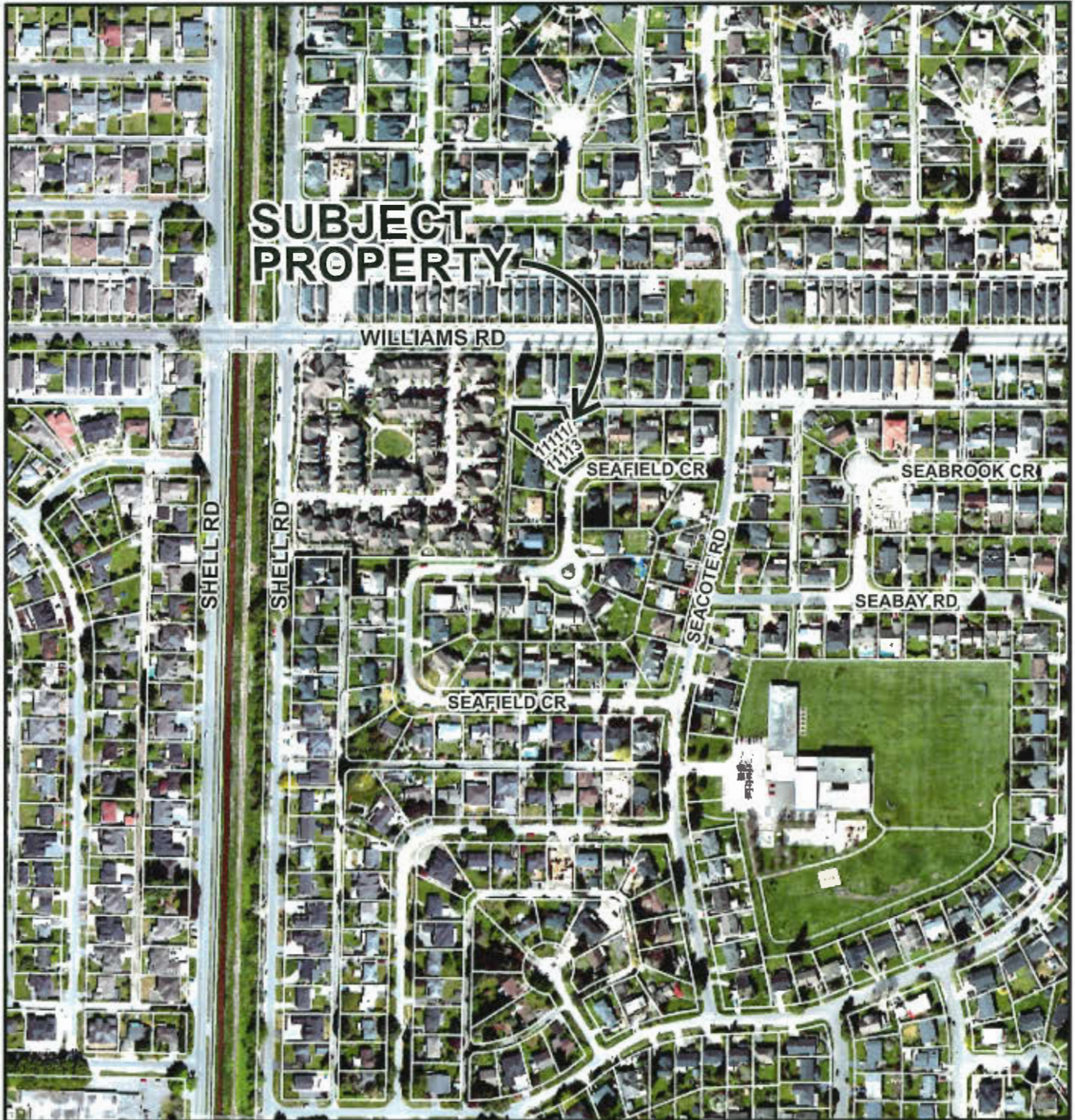
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Revision Date:

Note: Dimensions are in METRES



City of
Richmond

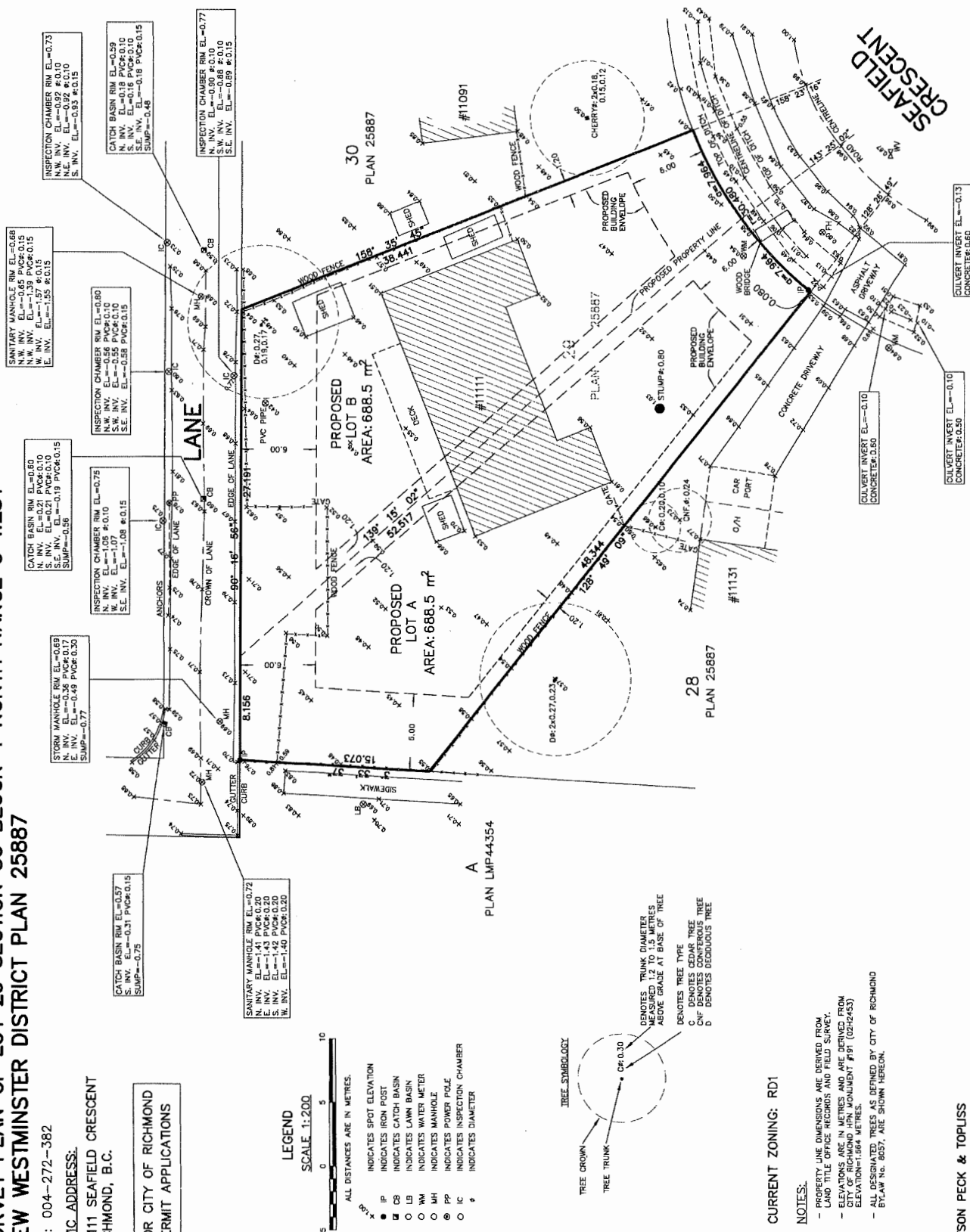


RZ 18-829101

Original Date: 08/16/18

Revision Date:

Note: Dimensions are in METRES

FOR CITY OF RICHMOND
PERMIT APPLICATIONS

CURRENT ZONING: RD1

NOTES:

- PROPERTY LINE DIMENSIONS ARE DERIVED FROM LAND TITLE OFFICE RECORDS AND FIELD SURVEY.
- ELEVATIONS ARE IN METRES AND ARE DERIVED FROM CITY OF RICHMOND HPN MONUMENT #191 (02142453) ELEVATION=1.564 METRES.
- ALL DESIGNATED TREES AS DEFINED BY CITY OF RICHMOND BY-LAW NO. 8057, ARE SHOWN HEREON.

MATSON PECK & TOPLISS

**WATSON FLECK & TOPE
SURVEYORS & ENGINEERS**

#320 - 11120 HORSESHOE WAY

RICHMOND, B.C., V7A 5H7

PH: 604-270-9331

FAX: 604-270-4137
CARELL E. 19750-001-TRC-000 DWG

R-18-18769-JPG



**City of
Richmond**

Development Application Data Sheet

Development Applications Department

RZ 18-829101

Attachment 3

Address: 11111 and 11113 Seafeld Crescent

Applicant: Maryem Ahbib

Planning Area(s): Shellmont

	Existing	Proposed
Owners:	Eleanor Sandra Dumont Trixie Cruz	To be determined
Site Size (m²):	1, 377 m ² (14,822 ft ²)	Lot A: 688.5 m ² (7,411 ft ²) Lot B: 688.5 m ² (7,411 ft ²)
Land Uses:	Two-unit residential	Single-family residential
OCP Designation:	Neighbourhood Residential	No change
702 Policy Designation:	Single Detached (RS2/B)	No change
Zoning:	Two-Unit Dwellings (RD1)	Single Detached (RS2/B)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	Max. 0.55 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	None permitted
Buildable Floor Area (m ²):*	Lot A: Max. 323 m ² (3,473 ft ²) Lot B: Max. 323 m ² (3,473 ft ²)	Lot A: Max. 323 m ² (3,473 ft ²) Lot B: Max. 323 m ² (3,473 ft ²)	None permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 25%	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 25%	None
Lot Size:	Min. 360 m ²	Lot A: 688.5 m ² Lot B: 688.5 m ²	None
Lot Dimensions (m):	Width: Min. 12.0 m Depth: Min. 24.0 m	Lot A Avg. Width: 12.6 m Avg. Depth: 50.4 m Lot B Avg. Width: 17.6 m Avg. Depth: 45.5 m	None
Setbacks (m):	Front: Min. 6.0 m Side: Min. 1.2 m Rear: Min. 20% of lot depth for up to 60% of principal dwelling, 25% of lot depth for remainder, up to 10.7 m	Front: Min. 6.0 m Side: Min. 1.2 m Rear: Min 9.1 for up to 60% of rear wall on the first storey of the principal dwelling, min. 10.7 m for remainder and second storey	None
Height (m):	Max. 2 ½ Storeys	Max. 2 ½ Storeys	None

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



City of Richmond

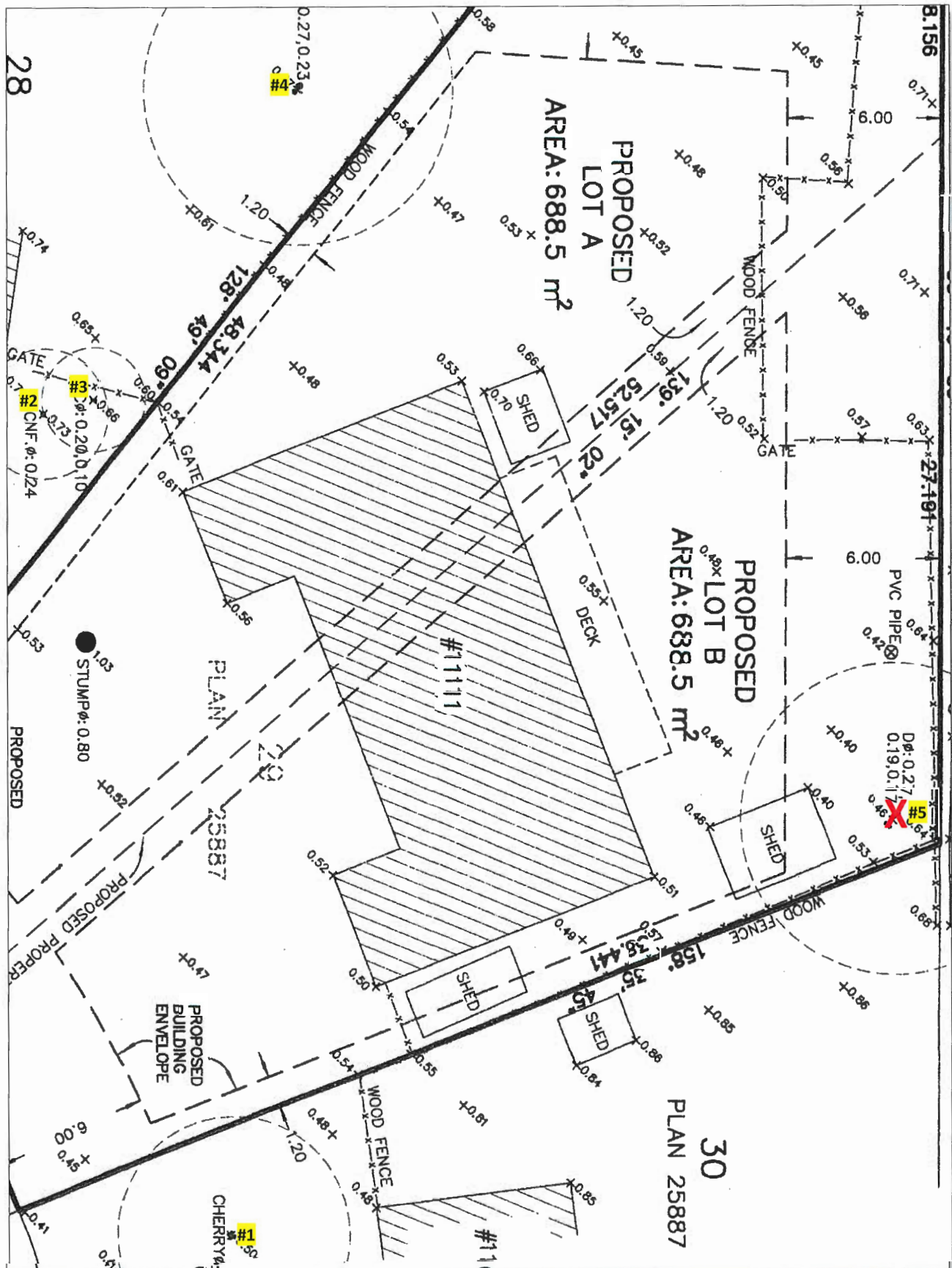
Policy Manual

Page 1 of 2	Adopted by Council: February 19, 1990 Amended by Council: November 18, 1991 Amended by Council: October 16, 2006	POLICY 5434
File Ref:	SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 36-4-6	

POLICY 5434:

The following policy establishes lot sizes in a portion of Section 36-4-6, within the area bounded by **Steveston Highway, Shell Road, No. 5 Road, and Williams Road:**

1. That properties within the area bounded by Shell Road, Williams Road, No. 5 Road, and Steveston Highway, in a portion of Section 36-4-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1/E), with the exception that:
 - a) Properties fronting on Williams Road from Shell Road to No. 5 Road, properties fronting on Steveston Highway from Seaward Gate to Shell Road, and properties fronting on No. 5 Road from Williams Road to approximately 135 m south of Seaclyff Road to rezone and subdivide in accordance with the provisions of Single-Family Housing District (R1-0.6) or Coach House District (R/9) provided that vehicle accesses are to the existing rear laneway only. Multiple-family residential development shall not be permitted in these areas.
 - b) Properties fronting on No. 5 Road from Steveston Highway to approximately 135 m south of Seaclyff Road be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) provided that vehicle accesses are to the existing rear laneway only.
2. This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, unless changed by the amending procedures contained in the Zoning and Development Bylaw.



Preliminary Tree Retention & Removal Plan, Scale 1:200



City of Richmond

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

Address: 11111 and 11113 Seafield Crescent

File No.: RZ 18-829101

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9954, the developer is required to complete the following:

1. Submission of a Landscape Security in the amount of \$2,000 (\$500/tree) to ensure that a total of two (2) replacement trees are planted and maintained on each lot proposed (one (1) tree to be planted and maintained within 3.0 m of the front lot line on each lot proposed), for a total of four (4) trees; minimum 6 cm deciduous caliper or 3.5 m high conifers). **NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees.**

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
2	11 cm	6 m
2	10 cm	5.5 m

2. Registration of a flood indemnity covenant on Title.
3. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on two of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
4. Discharge of the existing covenants registered on Title of the subject property (document no. BF344085), which restricts the use of the subject property to a duplex.

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

1. Payment of property taxes up to the current year, Development Cost Charges (City and GVSS & DD), School Site Acquisition Charge, and Address Assignment Fees for each future lot.
2. Complete the following servicing works and frontage improvements. These may be completed through a Servicing Agreement* or a City work order:

Water Works

- Using the OCP Model, there is 156.0 L/s of water available at 20 psi residual at the hydrant located at the property frontage of Seafield Crescent. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- At the Developer's cost, the Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs at Building Permit stage.
 - Retain the existing 25mm water service connection at the Seafield Crescent frontage of the lot to serve the western lot.
- At the Developer's cost, the City will:
 - Provide a water meter for the existing water service connection.
 - Install a new 25mm water service connection off of the existing 200mm PVC watermain on Seafield Crescent, complete with water meter, to service the northeast lot.

Storm Sewer Works

- At the Developer's cost, the Developer is required to:
 - If desired by the developer, the developer may apply for a watercourse crossing* to fill in the ditch on the Seafield Crescent frontage.
 - Provide a storm connection with inspection chamber and dual service leads.

Sanitary Sewer Works

- At the Developer's cost, the Developer is required to:
 - Check the existing sanitary service connections at the north frontage of the subject site (SIC10352) via video inspection. Confirm the material and condition of the inspection chamber and pipe. If deemed acceptable by the City, the existing service connection may be retained to serve the eastern lot. In the case that a service connection is not in a condition to be re-used, the service connection shall be replaced by the City, at the Developer's cost, as described below.
- At the Developer's cost, the City will:
 - Replace the existing sanitary service connection at the north frontage of the subject site (SIC10352) complete with inspection chamber, if required.
 - Install a new sanitary service connection off of the north sanitary sewer complete with inspection chamber without crossing the storm sewer pipe.

Frontage Improvements

- At Developer's cost, the Developer is required to:
 - Coordinate with BC Hydro, TELUS and other private communication service providers:
 - Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite.
 - Complete other frontage improvements as per Transportation's requirements.

General Items:

- The Developer is required to:
 - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

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

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

Note:

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

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

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

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

[Signed copy on file]

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9954 (RZ 18-829101)
11111/11113 Seafeld Crescent**

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

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

P.I.D. 004-272-382

Lot 29 Section 36 Block 4 North Range 6 West New Westminster District Plan 25887

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 9954**".



FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

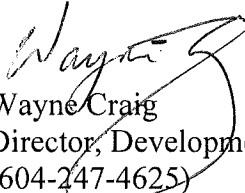
Date: November 28, 2018

File: RZ 18-800159

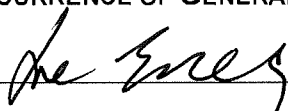
Re: Application by 1137183 BC Ltd. for Rezoning at 22551 Westminster Highway
from "Single Detached (RS1/F)" Zone to "Town Housing (ZT11) – Hamilton" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9970, for the rezoning of 22551 Westminster Highway from "Single Detached (RS1/F)" to "Town Housing (ZT11) - Hamilton" to permit the development of seven three-storey townhouse units with vehicle access from 22571 Westminster Highway, be introduced and given First Reading.


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

WC:jr
Att. 5

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

Staff Report

Origin

1137183 BC Ltd. has applied to the City of Richmond for permission to rezone 22551 Westminster Highway from the “Single Detached (RS1/F)” zone to the “Town Houses (ZT11) – Hamilton” zone, to permit the development of seven three-storey townhouse units with vehicle access from 22571 Westminster Highway. A location map and aerial photo are provided in Attachment 1.

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 2. Conceptual development plans are provided in Attachment 3.

Existing Condition and Site Context

Existing Housing Profile

The subject site is 1,179 m² in size and is located on the northwest side of Westminster Highway. There is an existing single-family dwelling on the property, which will be demolished.

Surrounding Development

Development immediately surrounding the subject site is as follows:

- To the North: Three-storey townhouses on a property zoned “Town Houses (ZT11) – Hamilton,” with vehicle access from Westminster Highway. Vehicle access to the subject site is proposed via the internal drive aisle of this property.
- To the South: The road right-of-way for Westminster Highway, including an undeveloped treed area.
- To the East: Across Westminster Highway, three-storey townhouses on a property zoned “Low Density Townhouses (RTL1),” with vehicle access from Windsor Court.
- To the West: McLean Park, which includes a grass sports field, hard-surface courts, children’s play equipment, open landscaped areas, and Richmond Fire Hall No. 5 (Hamilton).

Related Policies & Studies

Official Community Plan/Hamilton Area Plan

The subject property is designated “Neighbourhood Residential” in the Official Community Plan (OCP), which permits low-rise residential housing, including townhouses. The proposed rezoning is consistent with this designation.

The subject property is located within the area governed by the Hamilton Area Plan. It is designated “Neighbourhood Residential (Townhouse 0.75 FAR),” which permits low-rise

residential development up to a maximum density of 0.75 FAR (Attachment 4). The proposed townhouses at 0.60 FAR are consistent with this designation.

Floodplain Management Implementation Strategy

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

The Flood Construction Level in the Hamilton area is 3.5 m GSC. Structural elevation of the floor systems containing habitable space is proposed to meet the Flood Construction Level. No indoor habitable space is proposed at grade. This proposal is consistent with the Richmond Flood Plain Designation and Protection Bylaw 8204 and the form of development typical in Hamilton.

Ministry of Transportation and Infrastructure Approval

As the subject site is located within 800 m of an intersection of a Provincial Limited Access Highway and a City road, this redevelopment proposal has been referred to the Ministry of Transportation and Infrastructure (MOTI). Formal approval from MOTI is required prior to final adoption of the rezoning bylaw.

Public Consultation

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

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

Analysis

Built Form and Architectural Character

The applicant proposes two clusters of three-storey townhouse units arranged on a double-loaded central drive aisle. Each unit contains two storeys of living space above a tandem garage, private outdoor space at grade, and second storey decks accessed off of the living room. The height is consistent with the development to the north, which is also composed of three-storey units. Living spaces in both developments are oriented towards the road, internal drive aisle, and McLean Park.

The units are arranged in a saw-tooth pattern due to the diagonal geometry of the site. This provides building articulation and visual interest when viewed from both Westminster Highway and McLean Park. The design incorporates traditional pitched roofs with a secondary butterfly roof over the third storey projections. Vertical massing is broken up through the use of different

cladding treatments on the first two storeys, with the third storey clad in a lighter material than the base.

One convertible unit is proposed, and includes space designed for the future installation of an elevator. The tandem garage in this unit is wider to accommodate a larger vehicle.

Further refinement of the site plan and architectural character of the proposed development will occur through the Development Permit process.

Transportation and Site Access

Vehicle access is proposed via an existing Statutory Right-of-Way (SRW) registered on the drive aisle of 22571 Westminster Highway, to the north. This access arrangement was secured through the rezoning and development applications for 22571 Westminster Highway, which received final adoption by Council on December 15, 2003 (RZ 02-213359). Registration of a legal agreement on Title, prohibiting direct vehicle access to Westminster Highway and limiting access to the SRW on the driveway at 22571 Westminster Highway, will be required prior to final adoption of the rezoning bylaw. This agreement must include language indemnifying and releasing the City from any issues arising from such reliance.

Pedestrian access to Westminster Highway will be possible via the aforementioned SRW, as well as a walkway at the south end of the development site.

The applicant has indicated that they met with the strata council of the neighbouring property on July 5, 2018 to discuss the proposed development (Attachment 5). No significant concerns were expressed at this meeting, and the applicant will continue to work with the neighbouring strata during redevelopment of the subject site.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses eight bylaw-sized trees on the subject property and one tree on the neighbouring property. The Tree Management Plan is provided in Attachment 6.

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

- Eight trees (Tag # 932, 933, 934, 935, 936, 937, 938, and 939) located on the development site are in poor condition and not good candidates for retention, and should be removed and replaced.
- One tree (Tag # N1) located on adjacent neighbouring property will not be impacted by the development, and no tree protection measures are required.

Tree Replacement

The applicant wishes to remove eight on-site trees (Trees # 932-939). The 2:1 replacement ratio would require a total of 16 replacement trees. The required replacement trees are to be of the

following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
6	11 cm	6 m
2	10 cm	5.5 m
8	6 cm	3.5 m

As part of the Development Permit application, the applicant must provide a Landscape Plan prepared by a registered Landscape Architect. The preliminary Landscape Plan in Attachment 3 shows 16 replacement trees in the development. Replacement trees and additional landscaping should include native species, with particular emphasis on species found in McLean Park. The City will collect a Landscape Security prior to issuance of the Development Permit based on the cost estimate for the works, including a 10% contingency, provided by the Landscape Architect.

Variance Requested

The proposed development, as illustrated in the conceptual development plan in Attachment 3, is generally in compliance with the Town Houses (ZT11) – Hamilton” zone in Richmond Zoning Bylaw 8500, with the exception of a variance request to increase the allowable tandem parking from 50% to 100% of the total required residential spaces.

Staff is supportive of this variance request as the proposed tandem garages are consistent with the form of development in Hamilton, and are a direct response to the required Flood Construction Level. The crown of Westminster Highway in front of the development site is between 1.06 and 1.40 m GSC, and the existing site grade is between 0.46 and 1.4 m GSC. The required Flood Construction Level is 3.5 m GSC, therefore no habitable space can be located on the ground floor of the development. Tandem parking provides an efficient layout utilizing the full depth of the site.

Affordable Housing Strategy

As per the City’s Affordable Housing Strategy, townhouse rezoning applications are required to provide a cash-in-lieu contribution of \$8.50 per buildable square foot towards the City’s Affordable Housing Reserve Fund. The applicant proposes to make a cash-in-lieu contribution of \$64,722.25, which is consistent with the Affordable Housing Strategy.

BC Energy Step Code

On July 16, 2018, Council adopted BC Energy Step Code requirements for new residential developments. The proposed development consists of townhouses that staff anticipates would be designed and built in accordance with Part 9 of the BC Building Code. As such, this development would be expected to achieve Step 3 of the Energy Step Code for Part 9 construction (Climate Zone 4).

Amenity Space

The applicant is proposing a cash contribution in-lieu of providing the required indoor amenity space on-site. As per Council Policy 5041, rezoning applications received prior to February 28, 2018 may choose to provide a cash contribution of \$1,000 per unit for developments up to 19 units. The total cash contribution required for this seven-unit townhouse development is \$7,000.

Outdoor amenity space will be provided on-site, and is located at the south end of the development adjacent to a treed area. The proposed location at the end of the driveway means it will not be significantly impacted by vehicle circulation or parking and will benefit from direct sunlight. The proposed location adjacent to the mailbox and the walkway to Westminster Highway ensures opportunity for casual surveillance. Based on the preliminary design, the size of the proposed outdoor amenity space complies with the OCP requirement of 6 m² per unit. Staff will work with the applicant at the Development Permit stage to ensure the configuration, design, and programming of the outdoor amenity space meets the Development Permit Guidelines in the OCP and Hamilton Area Plan, including choice of equipment, to create a safe and inviting environment for children's play and social activities.

Site Servicing and Frontage Improvements

A Servicing Agreement is required for the design and construction of the site servicing and off-site works described in Attachment 7. Frontage improvements include, but may not be limited to, the following:

- Removal of the existing sidewalk and replacement with a new 1.5 m wide landscaped boulevard behind the existing curb and 1.5 m wide concrete sidewalk along the property line.
- Removal of the existing driveway and replacement with curb, gutter, boulevard, and sidewalk as described above.

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

Development Permit Application

A Development Permit application is required to be processed to a satisfactory level prior to final adoption of the rezoning bylaw. Further refinements to architectural, landscape, and urban design will be completed as part of the Development Permit application review process, including, but not limited to the following:

- Compliance with Development Permit Guidelines for multiple-family projects in the 2041 Official Community Plan, including those general and sub-area guidelines contained in the Hamilton Area Plan.
- Refinement of the proposed building form and architectural character.

- Refinement of the design of the outdoor amenity area, including choice of equipment, to create a safe and inviting environment for children's play and social activities.
- Review of aging-in-place features and the provision of convertible units.
- Review of a sustainability strategy for the development proposal, including measures to achieve BC Energy Step Code requirements.

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

Financial Impact

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

Conclusion

1137183 BC Ltd. has applied to the City of Richmond for permission to rezone 22551 Westminster Highway from the "Single Detached (RS1/F)" zone to the "Town Houses (ZT11) – Hamilton" zone, to permit the development of seven three-storey townhouse units with vehicle access from 22571 Westminster Highway.

The proposed seven-unit townhouse development is consistent with the plans and policies contained in the Official Community Plan and the Hamilton Area Plan. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, which will be completed as part of the Development Permit application review process.

The list of rezoning considerations is included as Attachment 7, which has been agreed to by the applicants (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9970 be introduced and given First Reading.



Jordan Rockerbie
Planning Technician
(604-276-4091)

JR:blg

Attachments:

Attachment 1: Location Map and Aerial Photo

Attachment 2: Development Application Data Sheet

Attachment 3: Conceptual Development Plans

Attachment 4: Hamilton Area Land Use Map

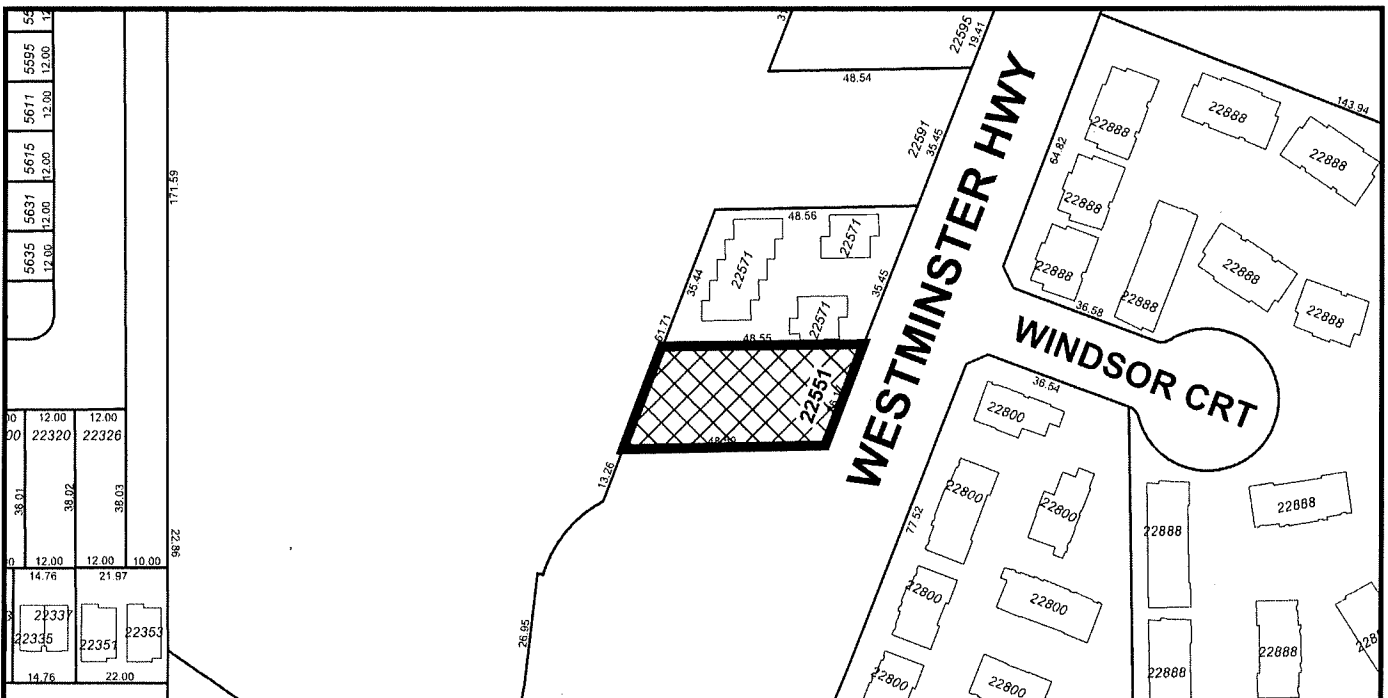
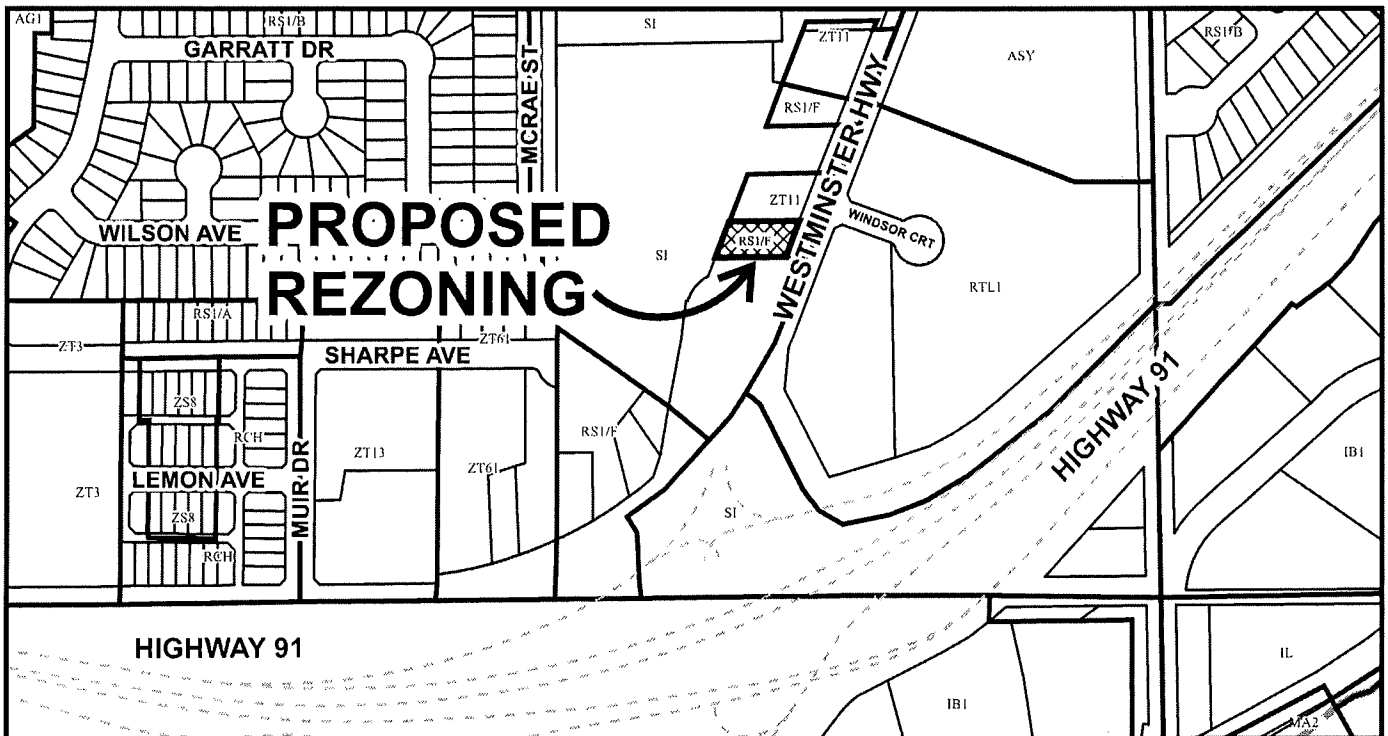
Attachment 5: Letter from Owner documenting meeting held on July 5, 2018

Attachment 6: Tree Management Plan

Attachment 7: Rezoning Considerations



City of Richmond



RZ 18-800159

Original Date: 02/06/18

Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 18-800159

Original Date: 02/07/18

Revision Date:

Note: Dimensions are in METRES



RZ 18-800159

Attachment 2

Address: 22551 Westminster Highway

Applicant: 1137183 BC Ltd.

Planning Area(s): Hamilton

	Existing	Proposed
Owner:	1137183 BC Ltd.	To be determined
Site Size (m²):	1,179 m ²	No change
Land Uses:	One single-family dwelling	Seven townhouse dwellings
OCP Designation:	Neighbourhood Residential	No change
Area Plan Designation:	Neighbourhood Residential (Townhouse 0.75 FAR)	No change
Zoning:	Single Detached (RS1/F)	Townhouses (ZT11) - Hamilton

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60	none permitted
Buildable Floor Area (m ²):*	Max. 707.4 m ² (7,614 ft ²)	707.4 m ² (7,613 ft ²)	none permitted
Lot Coverage (% of lot area):	Building: Max. 35%	Building: Max. 35%	none
Lot Size:	None	1,179 m ²	none
Lot Dimensions (m):	None	Width: 26.2 m Depth: 48.6 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: No minimum Side: No minimum Exterior Side: No minimum	Front: 6.88 m Rear: 6.22 m Side: 2.04 m Exterior Side: 1.63 m	none
Height (m):	10.6 m	10.28 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:	14 (R) and 2 (V)	14 (R) and 2 (V)	none
Tandem Parking Spaces:	Permitted – Maximum of 50% of required spaces	100% of required spaces	Variance requested
Amenity Space – Indoor:	Min. 50 m ²	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6.0 m ² per unit (i.e. 42 m ²)	71.3 m ² (767 ft ²)	none

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

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

REZONING FOR TOWNHOUSE DEVELOPMENT AT 22551 WESTMINSTER HWY, RICHMOND, BC

DEVELOPMENT DATA

(A) CIVIC ADDRESS: 22551 WESTMINSTER HIGHWAY, RICHMOND, BC
 (B) LEGAL DESCRIPTION: LOT 1 SECTION 2 BLOCK 4 NORTH RANGE 4 WEST
 NEW WESTMINSTER DISTRICT PLAN 6132
 1.179 SM (12,690 SF)
 (C) LOT AREA:
 (D) ZONING USE: CURRENT: RST/F
 (UNDER RST/F ZONING)

PROPOSED REZONING
 (ZT11)

(E) FLOOR AREA RATIO
 0.55 TO 454.5 SM
 D.3 TO REST OF SITE AREA
 0.60 TOTAL GROSS FLOOR AREA
 0.60 X 1,179 SM = 707.4 SM
 (7,614 SF)

(F) NUMBER OF UNIT: 1 PER LOT
 (G) BUILDING COVERAGE: MAX - 45%
 (H) BUILDING HEIGHT: MAX MAIN BUILDING HEIGHT - 10.6M
 (I) SETBACK: FRONTYARD - 6M
 SIDEYARD - 2M
 REARYARD - 6M

(J) PARKING: 2 PER DWELLING UNIT
 0.2 VISITOR PARKING / UNIT X7 = 2
 TOTAL = 16 REQUIRED

VISITOR BICYCLE
 0.2 PER DWELLING UNIT X7 = 2
 RESIDENTIAL BICYCLE STORAGE
 1.25 PER DWELLING UNIT X7 = 9

OUTDOOR AMENITY SPACE
 6SM PER UNIT X7 = 42 SM (452SF)

0.60
 707.4M (7613 SF) GROSS FLOOR AREA

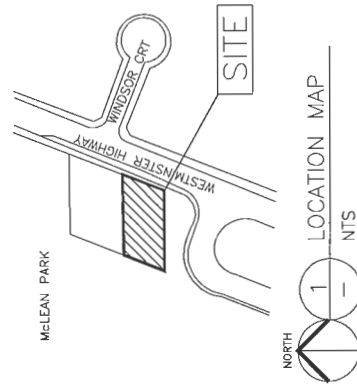
7 UNITS
 34.7% (4412 SQ. FT.)
 BUILDING HEIGHT - 10.28M
 FRONTYARD FACING WESTMINSTER - 6.88M (22'7")
 NORTH SIDEYARD - 2.04M (6'8")
 SOUTH SIDEYARD - 1.63M (5'4")
 REAR YARD - 6.22M (20'5")

RESIDENTIAL PARKING: 14 PARKING IN TANDEM ARRANGEMENT
 (VARIANCE REQUIRED FOR MORE THAN 50%
 TANDEM UNITS)

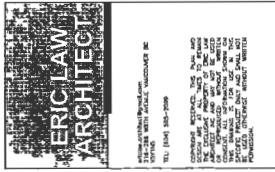
VISITOR PARKING: 2

BICYCLE
 VISITOR BIKE RACK 2
 TOWNHOUSE 12 (INSIDE GARAGE)

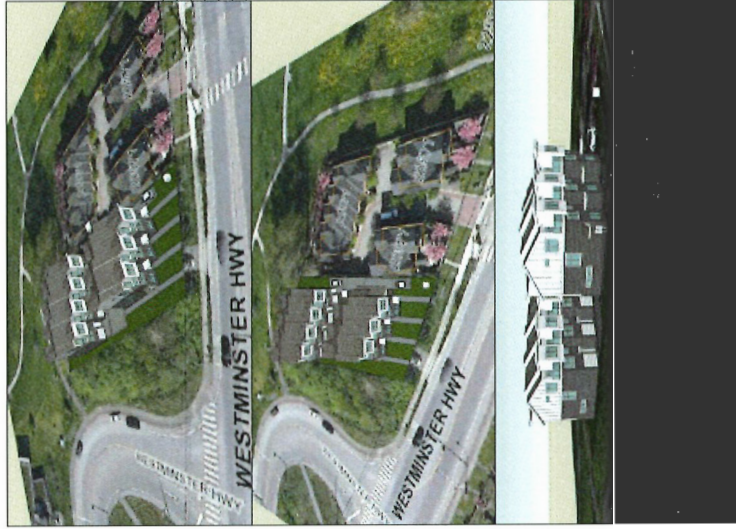
OUTDOOR AMENITY SPACE PROVIDED:
 CHILDREN PLAYGROUND: 71.3 SM 767 SQ. FT.



PLN - 85



1. 2018/01/31 FOR REZONING APPLICATION
 2. 2018/01/31 FOR CITY ENGINE REVIEW
 3. 2018/01/31 FOR CITY ENGINE REVIEW
 4. 2018/01/31 FOR CITY ENGINE REVIEW



IMAGES OF PROPOSED TOWNHOUSE

PROPOSED TOWNHOUSE
 AT 22551
 WESTMINSTER HIGHWAY
 RICHMOND BC

DEVELOPMENT SUMMARY

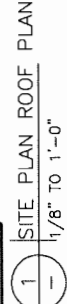
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 ISSUED: 9/27/2017
 DRAWN BY: EL
 CHECKED BY: EL
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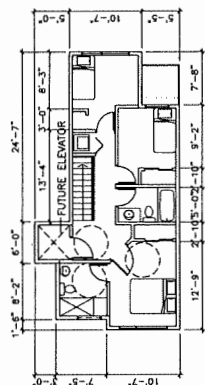
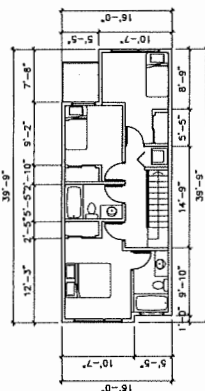
RZ 18-800159

REZONE

ATTACHMENT 3

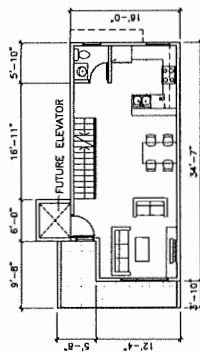
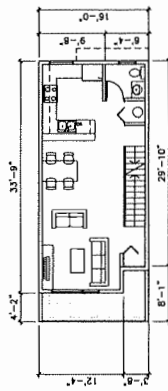


TYPE B



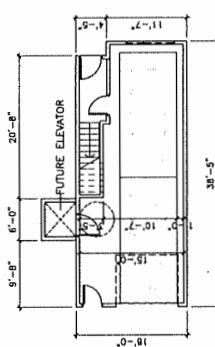
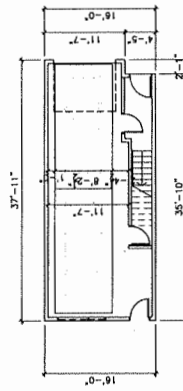
1 LEVEL 3
A5 1/8" TO 1'-0"
TYPE-A-A-3F

4 LEVEL 3
A5 1/8" TO 1'-0"
TYPE-B-3F



2 LEVEL 2
A5 1/8" TO 1'-0"
TYPE-A-2F

5 LEVEL 2
A5 1/8" TO 1'-0"
TYPE-B-2F



TYPE A
3 ROOMS

3 LEVEL 1

A5 1/8" TO 1'-0"

TYPE-A-1F

TOTAL UNIT AREA: 81211 SQ. FT.
INCLUDING STAIR AND E/L ENTRY

TYPE B
3 BEDROOM

6 LEVEL 1
A5

1/8" TO 1'-0"

TYPE-B-1F

TOTAL UNIT AREA: 11283 SQ. FT.
INCLUDING STAIR AND 5/7 ENTRY

PLN - 90

RZ 18-800159

REZONE

A5

**ERIC LAW
ARCHITECT**

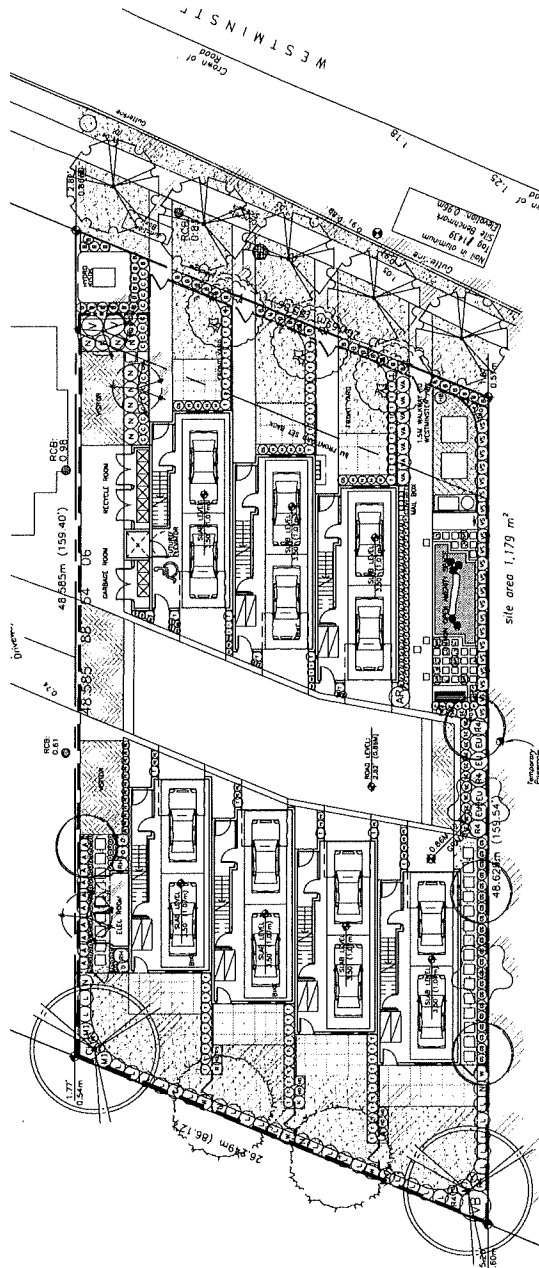
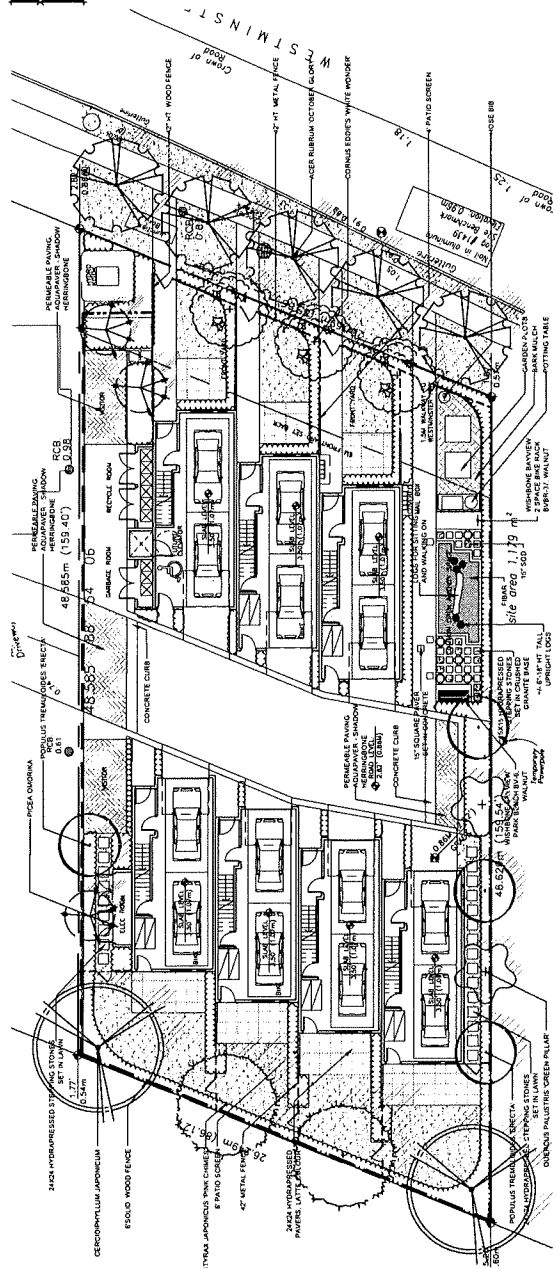
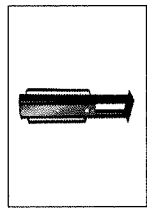
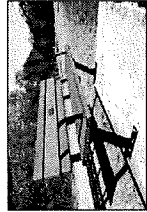
1000 WEST 10TH AVENUE • SUITE 200
DENVER, CO 80202 • TEL 303.733.1111
FAX 303.733.1112 • WWW.ERICLAWARCHITECT.COM

ISSUED	
1	2018.01.31 FOR REGIONAL APPLICATION
2	2018.03.15 FOR CITY REGIONAL REVIEW
3	2018.06.12 FOR CITY REGIONAL REVIEW

**PROPOSED TOWNHOUSE
AT 22551
RICHMOND BC**

UNIT PLANS

PROJECT NUMBER: 17-12	ISSUED: 9/27/2018
DRAWN BY: EL	CHECKED BY: EL
FILE NAME: 17-12 TWO IN0927-02.DWG	

[illegible][illegible]

18248-228

DATE	18 AUG 16
SCALE	1/4" = 1'-0"
DRAWN BY	JD
DESIGN BY	JD
CHECKED BY	PC
DRAWING NUMBER	
17	
OF 3	
18-168	
PMS PROJECT NUMBER	

LANDSCAPE AND SHRUB
PLAN

1

L1

7 UNIT TOWNHOUSE DEVELOPMENT
22551 WESTMINSTER HIGHWAY
RICHMOND, BC

[illegible]

CLIENT

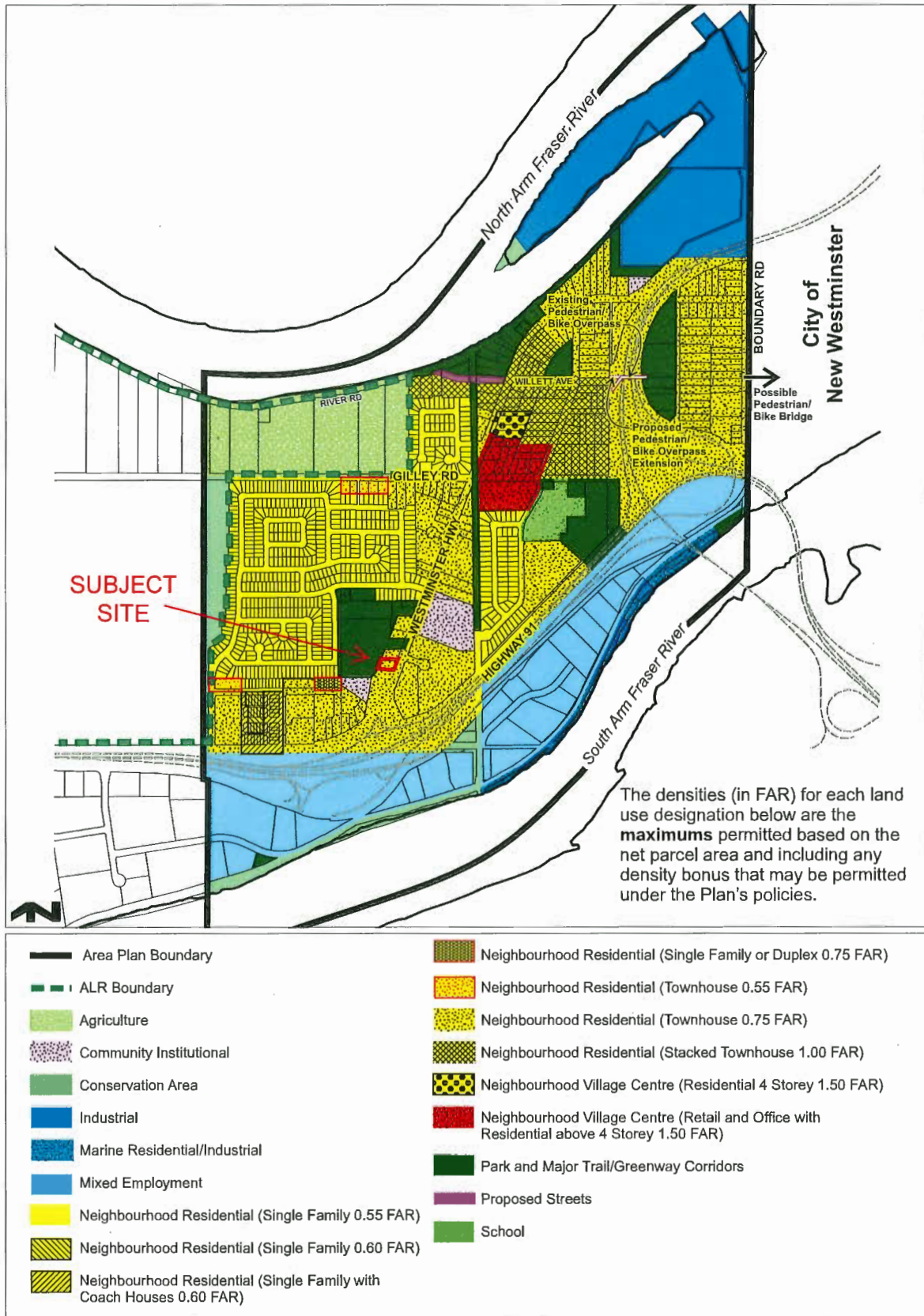
pmg
LANDSCAPE
ARCHITECTS

Suite C100 - 4185 Star Creek Drive
Burnaby, British Columbia, V5C 6G5
Canada
604.294.0011 • f. 604.294.0022
www.pmgarchitects.com

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Land Use Map

Bylaw 9260
2017/06/12



Meeting Date: July 05, 2018

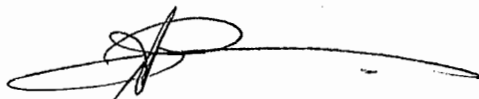
Meeting Time: 6:30pm

Attendees: Members of the strata council

Leslie Brock
Vice President-Property Management, Pacific Quorum
Properties Inc.

Raman Kooner
Representing the owner, 1137183 BC Ltd.
Re: 22551 Westminster Hwy, Richmond BC V6V 1B6

Comments: The meeting with the neighbors was very productive. There were no major concerns other than fencing between the two properties. During construction the exiting fence will be maintained as a barrier between the two sites. Upon completion, the strata have asked for the exiting fence to be either repaired or replaced. The owner of 22551 Westminster Hwy has agreed to pay for this.



Raman Kooner
Representing the owner, 1137183 BC Ltd.



Dave Mander
Owner, 1137183 BC Ltd.



Address: 22551 Westminster Highway

File No.: RZ 18-800159

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9970, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. Registration of a flood plain covenant on title identifying a minimum habitable elevation of 3.5 m GSC.
3. Registration of a legal agreement on Title ensuring that the only means of vehicle access is via the statutory right-of-way BV468607 registered on 22571 Westminster Highway, and that there be no vehicle access to Westminster Highway. This agreement must include language indemnifying and releasing the City from any issues arising from such reliance.
4. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
5. Contribution of \$1,000 per dwelling unit (i.e. \$7,000) in-lieu of on-site indoor amenity space.
6. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (i.e. \$64,722.25) to the City's Affordable Housing Fund.
7. Registration of a legal agreement on title prohibiting the conversion of the tandem parking area into habitable space.

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

1. Submission of a Landscape Plan and cost estimate, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development. The Landscape Plan should:
 - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - include a mix of coniferous and deciduous trees;
 - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
 - include the 16 required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	Minimum Height of Coniferous Tree
6	11 cm	6 m
2	10 cm	5.5 m
8	6 cm	3.5 m

2. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (BC Energy Step Code), in compliance with the City bylaws.

Prior to Development Permit issuance, the developer must complete the following requirements:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and a 10% contingency.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Development Permit processes.
3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.
4. Enter into a Servicing Agreement* for the design and construction of the following works:

Water Works:

- Using the OCP Model, there is 242 L/s of water available at a 20 psi residual at the Westminster Highway frontage. Based on the proposed development, the site requires a minimum fire flow of 220 L/s.
- The Developer is required to:
 - Submit, at Building Permit stage, Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - Provide an adequately sized utility SRW for a new water meter and its chamber that shall be placed inside the proposed development. A plan showing the location and size of the required utility SRW shall be submitted to the City for review and approval at the Servicing Agreement stage.
 - Install a new fire hydrant near the driveway of 22571 Westminster Hwy, off of the existing 300mm watermain along the east side of Westminster Hwy. Exact location of the required hydrant shall be determined via the Servicing Agreement design.
- At developer's cost, the City is to:
 - Install a new service connection off of the existing 300 mm PVC watermain at Westminster Highway.
 - Install a new water meter complete with chamber inside the development site.
 - Remove existing water service connection and cap at main.

Storm Sewer Works:

- The Developer is required to:
 - Remove the existing storm service connection leads and cap at main at Westminster Hwy frontage.
- At Developer's cost, the City is to:
 - Install an adequately sized storm service connection off of the existing storm sewer at Westminster Hwy frontage, complete with a type 3 inspection chamber at the property line. Tie-in to the storm main shall be via a sump manhole.

Sanitary Sewer Works:

- The Developer is required to:
 - Install a 200 mm diameter sanitary main from the boulevard located east of the northeast corner of the proposed site to existing manhole SMH51839. Approximate length of required sanitary main is 28 m. A new sanitary manhole is required at the high end of the new sanitary main.
 - Replace the existing sidewalk and boulevard that will be impacted by the required sanitary main installation. Approximate length of required sidewalk and boulevard replacement is 25 meters.
 - Replace the existing paver tiles and curb in the driveway of 22571 Westminster Hwy that will be impacted by the sanitary main installation. Extent of replacement shall be from back of sidewalk to the property line.
 - Install a sanitary service connection complete with a sanitary inspection chamber. Tie-in shall be to the new manhole at the high end of the new sanitary line.

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Initial: _____

- At Developer's cost, the City is to:
 - Tie-in new sanitary main into existing manhole SMH51839.

Frontage Improvements:

- The Developer is required to:
 - Pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the Rezoning staff report and the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:
 - BC Hydro PMT – 4mW X 5m (deep)
 - BC Hydro LPT – 3.5mW X 3.5m (deep)
 - Street light kiosk – 1.5mW X 1.5m (deep)
 - Traffic signal kiosk – 1mW X 1m (deep)
 - Traffic signal UPS – 2mW X 1.5m (deep)
 - Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
 - Telus FDH cabinet - 1.1mW X 1m (deep) – show possible location in functional plan
 - Check lighting levels and provide street lighting along Westminster Highway frontage, if required.
 - Provide other frontage improvements as per Transportation's requirements, including:
 - New 1.5 m wide grass and tree boulevard behind the existing curb and 1.5 m wide concrete sidewalk.
 - Permanent closure of the existing driveway letdown and replacement with the frontage works as described above.
 - All works to tie-in to existing conditions at the north and south of the development site.

General Items:

- The Developer is required to:
 - 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.

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 concurrence on file]

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9970 (RZ 18-800159)
22551 Westminster Highway**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"TOWN HOUSING (ZT11) - HAMILTON"**.

P.I.D. 003-419-444

Parcel "D" (Explanatory Plan 8308) Except Firstly: Parcel "E" (Explanatory Plan 12694); Secondly: Part Subdivided by Plan LMP4865; Thirdly: Part Dedicated Road on Plan LMP4865; Lot 1 Section 2 Block 4 North Range 4 West New Westminster District Plan 6132

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9970"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE APPROVAL

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 