



Planning Committee

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

**Tuesday, February 19, 2013
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-7 *Motion to adopt the minutes of the meeting of the Planning Committee held on Tuesday, February 5, 2013.*



NEXT COMMITTEE MEETING DATE

Tuesday, March 5, 2013, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DEPARTMENT

1. **HOUSING AGREEMENT BYLAW NO. 8995 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 5440 HOLLYBRIDGE WAY- (HOLLYBRIDGE PROJECT (NOMINEE) LTD.- INC. NO. BC 0947509)**
(File Ref. No. 12-8060-20-8995, RZ 09-506904) (REDMS No. 3795171)

PLN-15

See Page **PLN-15** for full report

Designated Speaker: Dena Kae Beno

STAFF RECOMMENDATION

That Bylaw No. 8995 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8995 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 09-506904.



2. **HOUSING AGREEMENT BYLAW NO. 8996 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING RENTAL UNITS AT KIWANIS TOWERS - 6251 MINORU BOULEVARD (AFFORDABLE HOUSING SPECIAL DEVELOPMENT CIRCUMSTANCE) - RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY**

(File Ref. No. 12-8060-20-8996; RZ 11-591685) (REDMS No. 3793706)

PLN-47

See Page PLN-47 for full report

Designated Speaker: Dena Kae Beno

STAFF RECOMMENDATION

That Bylaw No. 8996 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8996 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 11-591685.



PLANNING & DEVELOPMENT DEPARTMENT

3. **APPLICATION BY COTTER ARCHITECTS INC. FOR REZONING AT 3551 BAYVIEW STREET**

(File Ref. No. 12-8060-20-9001, RZ 12-615239) (REDMS No. 3709037)

PLN-75

See Page PLN-75 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9001 to:

- (1) *amend the regulations specific for Affordable Housing Contributions related to the “Commercial Mixed Use (ZMU22) - Steveston Commercial” zone; and*
 - (2) *create “Commercial Mixed Use (ZMU22) – Steveston Commercial” and for the rezoning of 3531 Bayview Street from “Light Industrial (IL)” to “Commercial Mixed Use (ZMU22) – Steveston Commercial”*
- be introduced and given first reading.*



4. **PROPOSED AMENDMENTS TO THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT AND APPLICATION BY BERANE CONSTRUCTION LTD. FOR REZONING AT 16360 RIVER ROAD FROM GOLF COURSE (GC) TO LIGHT INDUSTRIAL (IL)**
(File Ref. No. 12-8060-20-8998, RZ 10-523713) (REDMS No. 3791379)

PLN-115

See Page PLN-115 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Bylaw 8998, to amend the “Light Industrial (IL)” zoning district and to rezone 16360 River Road from “Golf Course (GC)” zoning district to the amended “Light Industrial (IL)” zoning district, be introduced and given first reading.



5. **PROPOSED LONG-TERM STREETScape VISIONS FOR BAYVIEW STREET AND CHATHAM STREET**
(File Ref. No. 10-6360-01/2012) (REDMS No. 3719467 v5)

PLN-143

See Page PLN-143 for full report

Designated Speaker: Victor Wei

STAFF RECOMMENDATION

- (1) *That the proposed long-term streetscape visions for Bayview Street and Chatham Street, as described in the staff report dated February 8, 2013 from the Director, Transportation, be endorsed in principle for the purpose of carrying out public consultation; and*

- (2) *That staff report back on the outcome of the above public consultation regarding the proposed streetscape visions*



6. **TANDEM PARKING REQUIREMENTS IN TOWNHOUSE DEVELOPMENTS – REPORT BACK ON REFERRAL**

(File Ref. No. 10-6455-01/2012) (REDMS No. 3466416 v12)

PLN-163

See Page **PLN-163** for full report

Designated Speaker: Victor Wei

STAFF RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 8993 (Townhouse Tandem Parking):*

- (a) *to permit a maximum of 75% tandem parking spaces in all standard and site specific townhouse zones (except those that already permit 100% tandem parking);*
- (b) *to require one tandem parking space to have a wider space if a townhouse is wider than 4.57 m (15 ft);*
- (c) *to require visitor parking for residential uses be identified by signage; and*

be introduced and given first reading;

- (2) *That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), to insert a new Development Permit Guideline regarding way finding signage to visitor parking spaces for multi-family residential uses, be introduced and given first reading;*

- (3) *That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), having been considered in conjunction with:*

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

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

- (4) *That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043 is hereby deemed not to require further consultation.*



7. **AMENDMENTS TO THE STEVESTON VILLAGE CONSERVATION STRATEGY AND STEVESTON AREA PLAN AMENDMENT**

(File Ref. No. 08-4200-03) (REDMS No. 3752676 v.2)

PLN-181

See Page PLN-181 for full report

Designated Speakers: Terry Crowe & Barry Konkin

STAFF RECOMMENDATION

- (1) *That the proposed Review Concept to amend the Steveston Village Conservation Strategy as outlined in the staff report dated January 22, 2013 from the General Manager, Planning and Development, be endorsed in principle for the purpose of carrying out public consultation; and*
- (2) *That staff report back on the outcome of the above public consultation regarding the proposed Review Concept.*



8. **CITY CENTRE STUDY TO EXPLORE THE IMPLICATIONS OF INCREASING BUILDING HEIGHT**

(File Ref. No.) (REDMS No. 3799879)

PLN-199

See Page PLN-199 for full report

Designated Speaker: Terry Crowe

STAFF RECOMMENDATION

- (1) *That Council authorize staff, as a one-time exception, to receive a rezoning application, at 6560-6700 No. 3 Road, from Townline Homes and, as part of the review, analyze the potential implications and benefits of possibly increasing the maximum City Centre building height and density, as outlined in the report, dated February 13, 2013, by the General Manager, Planning and Development;*

- (2) *That, to avoid property owner, developer and public speculation regarding any actual increase in City Centre building height and density, staff not receive any other similar zoning or Development Permit applications beyond that identified in Recommendation 1 above, until the Federal government and Council authorize any increase in City building height and density;*
- (3) *That to ensure co-ordination with the Vancouver International Airport Authority (YVR), City staff notify YVR and invite comments;*
- (4) *That City staff post a notice on the City's Web site and notify the Urban Development Institute (UDI) to advise that property owners, developers and the general public, that they are:*
 - (a) *to recognize that the above proposed approach is a one-time exception;*
 - (b) *not to assume that there will be an increase in City Centre building height and density as, it is the Federal government who authorizes any increase in the height allowed by Vancouver Airport International Zoning Regulations and Council has not decided whether or not to amend the City Centre Area Plan (CCAP) to increase building height and density (beyond that currently identified in the CCAP) and*
 - (c) *to assume that the full lift in land value associated with any future increase in building height or density (beyond that currently identified in the CCAP) will be directed to provide additional community benefits beyond those currently identified in the CCAP.*



9. **MANAGER'S REPORT**

ADJOURNMENT





Planning Committee

Date: Tuesday, February 5, 2013

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Chak Au
Mayor Malcolm Brodie

Absent: Councillor Linda Barnes
Councillor Evelina Halsey-Brandt
Councillor Harold Steves

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on Tuesday, January 22, 2013, be adopted as circulated.

CARRIED

COMMUNITY SERVICES DEPARTMENT

1. **2012 ANNUAL REPORT AND 2013 WORK PROGRAM: RICHMOND INTERCULTURAL ADVISORY COMMITTEE**
(File Ref. No. 01-100-20-RIADI-01) (REDMS No. 3737959)

Planning Committee
Tuesday, February 5, 2013

Joe Greenholtz, past Chair, Richmond Intercultural Advisory Committee (RIAC), spoke concerning the Day of Dialogue, a Civic Engagement Committee initiative to engage citizens who normally do not participate in intercultural dialogues. He noted that the Day of Dialogue provided citizens with an opportunity to air their concerns about how changes to Richmond's cultural dynamic are affecting them. He further noted that the event was held on January 19th 2013 with sessions in English, Punjabi, Cantonese and Mandarin, and that RIAC will be hosting a major Citizen's Forum in March to provide further opportunity for dialogue.

In response to an inquiry, Alan Hill, Cultural Diversity Coordinator, stated that: (i) a report relating to the Citizen's Forum will be presented to Council in the fall of 2013; and (ii) that it would be possible to recirculate RIAC's Sign Audit to Council.

It was moved and seconded

That the Richmond Intercultural Advisory Committee's 2012 Annual Report and 2013 Work Program (as presented in Attachment 1 of the staff report dated January 8, 2013 from the General Manager, Community Services) be approved.

CARRIED

**2. RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE
2012 ANNUAL REPORT AND 2013 WORK PROGRAM**
(File Ref. No. 01-100-20-RCSA1-01) (REDMS No. 3754997)

Lesley Sherlock, Social Planner, and Rick Dubras, Richmond Community Services Advisory Committee (RCSAC) Co-Chair, were present to answer questions.

Reference was made to the "2013 RCSAC Work Plan", and in particular to the "Actions" under "Council Term Goal 2.4". Committee directed staff to delete the following action "RCSAC will host a provincial all candidates meeting prior to the provincial election."

It was moved and seconded

That the Richmond Community Services Advisory Committee's 2013 Work Program be approved with the deletion of the action under Council Term Goal 2.4 that "RCSAC will host a provincial all candidates meeting prior to the provincial election".

CARRIED

Planning Committee
Tuesday, February 5, 2013

3. **CHILD CARE DEVELOPMENT ADVISORY COMMITTEE 2012 ANNUAL REPORT AND 2013 WORK PROGRAM**

(File Ref. No. 01-100-20-CCDE1-01) (REDMS No. 3749043)

Ms. Sherlock and Linda Shirley, CCDAC Chair, were available to answer any queries from the Committee.

It was moved and seconded

That the Child Care Development Advisory Committee's 2013 Work Program be approved.

CARRIED

4. **2013 CHILD CARE GRANTS**

(File Ref. No.) (REDMS No. 3744108)

Ms. Sherlock introduced Coralys Cuthbert, Child Care Coordinator, to the Committee.

In answer to questions about the rationale for the request for \$10,000, Ms. Sherlock provided the following information: (i) Volunteer Richmond has requested \$5,000.00 for ongoing professional development that is offered through the Chapter Resource and Referral Services; (ii) an additional \$5,000.00 was requested for the Circles of Caring Conference which is organized by a group of child care providers within the community to enhance their skills and knowledge; (iii) as a result of limited resources the group of providers have previously hosted the conference using their own operating resources limiting the venue resulting in an extensive waiting list; and (iv) the grant would allow the group to secure a larger venue and provide opportunity for greater attendance at the Conference, which is open to all child care providers.

It was moved and seconded

That, as per the staff report dated January 9, 2013 from the General Manager, Community Services, Child Care grants be awarded as follows:

- (1) Child Care Capital Grants be awarded for the recommended amounts, and cheques disbursed for a total of \$49,998.53, and*
- (2) Child Care Professional and Program Development Grants be awarded for the recommended amounts and cheques disbursed for a total of \$15,000.*

CARRIED

PLANNING & DEVELOPMENT DEPARTMENT

5. APPLICATION BY DUNBAR EQUIPMENT LTD. (DOING BUSINESS AS DON DICKEY SUPPLIES) FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8540 RIVER ROAD

(File Ref. No. TU 12-614858) (REDMS No. 3705887)

Mr. Wayne Craig, Director of Development, advised that a two-year Temporary Use Permit for 8540 River Road was approved on November 19, 2007. The permit was not renewed by the applicant.

In reply to queries Mr. Craig stated that the application, if approved, would be for a three-year term, which may be renewed for an additional three years. The applicant could then re-apply for a new permit upon the expiration of the combined six-year term. It is hoped that the business would either find an alternative location or seek rezoning. A rezoning application was not pursued at this time as the amount of off-site work required to bring this site up to current City standards would be an onerous undertaking for this single business. The applicant is actively pursuing other space but has been unsuccessful in finding a suitable location.

It was moved and seconded

(1) *That the application by Dunbar Equipment Ltd. (doing business as Don Dickey Supplies) for a Temporary Commercial Use Permit for property at 8540 River Road be considered at the March 18, 2013 Public Hearing at 7:00 pm in the Council Chambers of Richmond City Hall; and*

(2) *that the following recommendation be forwarded to that meeting for consideration,*

“That a Temporary Commercial Use Permit be issued to Dunbar Equipment Ltd (doing business as Don Dickey Supplies) to allow the retail sale of outdoor power equipment as an accessory use at 8540 River Road.”

CARRIED

6. PROPOSED REVISIONS TO THE COACH HOUSE ZONE ALONG ARTERIAL ROADS

(File Ref. No. 12-8060-20-8987) (REDMS No. 3730295)

Holger Burke, Development Coordinator, provided a brief summary of the proposed revisions to the existing Coach House Zone; the key points being:

- to create a new sub zone (RCH1). It was noted that the current application in-stream and any future applications for Coach House would go through the new sub-zone;

Planning Committee
Tuesday, February 5, 2013

- that the new sub-zone is modelled similarly to the Edgemere zoning, previously approved by Council;
- the proposed zoning will not permit an attached coach house;
- the proposed zoning will reduce the allowable height of the Coach House from 7.4 metres to 6 metres;
- the proposed zoning will increase the setback between the single-family residence to the Coach House from 3 metres to 4.5 metres;
- the proposed zoning will increase the minimum lot depth and area to address concerns with shallower lots being allowed to rezone to permit a Coach House; and
- that staff considered implementing a requirement for a Development Permit as a condition to rezone but after consultation with small builders have not recommended proceeding with this requirement.

In reply to an enquiry Mr. Burke advised that drawings, such as those submitted with a Building Permit application, would be requested as a condition of any rezoning application.

Joe Erceg, General Manager, Planning and Development, stated that it is not the intent of the new sub-zone to pre-zone any lands, therefore any public consultation would occur through the rezoning process, including a Public Hearing, at which time more design detail would also be provided.

Mr. Juan Miguez, 6011 Comstock Rd, spoke in support of the proposed new zoning but expressed concern with asphalt laneways being used to access the coach house units and suggested exploring other access options.

Mr. Miguez also raised concerns regarding a Coach House application on No. 2 Road and was directed to speak with staff regarding the matter.

It was moved and seconded

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 8987 (Coach House Zone Amendment for Arterial Roads), be introduced and given first reading; and*
- (2) *That, if Richmond Zoning Bylaw 8500, Amendment Bylaw 8987 (Coach House Zone Amendment for Arterial Roads) is adopted, staff review the experience of the proposed new RCH1 zone in one year or when some coach houses are built under this new zone, and report back to Planning Committee.*

CARRIED

7. MANAGER'S REPORT

(a) Hamilton Area Plan Update

Mr. Erceg provided an update stating that staff were reviewing the June 2012 Hamilton Open House Survey findings and the implications of the three options. Through general discussion, there were concerns identified with: (i) some densities being too high; (ii) the need to secure amenities; (iii) the re-configuration of existing parks; and (iv) the perception that City staff are not 'leading' the process. Staff indicated that another open house may be needed. Mr. Erceg advised that a report would likely come forward in April 2013.

(b) International School Application

Mr. Craig confirmed that the City has received an application for an International school complete with a dormitory. The application will be reviewed to ensure compliance with the Aircraft Noise Policy within the Official Community Plan and an interim update memo will be circulated to Council.

(c) Linygen Mountain Temple

Mr. Erceg stated that the City has not received a formal application from Linygen Mountain Temple but staff are aware that the Temple is undertaking pre-application consultation with the community.

(d) City Centre Building Height

Mr. Erceg advised that a developer is interested in submitting an application for additional building height. Staff will bring forward a report to address how such an application could be considered.

(e) Smart Centre Application

Mr. Erceg gave a brief update specifying that Smart Centre has indicated that they will make a new effort to contact and acquire the five properties in question with respect to the road right-of-way.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:24 p.m.).

CARRIED

Planning Committee
Tuesday, February 5, 2013

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, February 5, 2013.

Councillor Bill McNulty
Chair

Heather Howey
Acting Committee Clerk



City of Richmond

Report to Committee

To: Planning Committee **Date:** February 4, 2013
From: Cathryn Volkering Carlile
General Manager, Community Services **File:**
Re: **Housing Agreement Bylaw No. 8995 to Permit the City of Richmond to Secure Affordable Housing Units located at 5440 Hollybridge Way- (Hollybridge Project Nominee Ltd.- Inc. No. 0947509)**

Staff Recommendation

That Bylaw No. 8995 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8995 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 09-506904.

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

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8995, **Attached**) to secure 25,963 ft² or 29 affordable housing units in the proposed Hollybridge Limited Partnership development located at 5440 Hollybridge Way (**Attachment 1**).

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

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

They are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of affordable low end market rental units as a key housing priority for the City.

Hollybridge Project (Nominee) Ltd. (Inc. No. BC 0947509) applied to the City of Richmond to rezone 5440 Hollybridge Way in the City Centre's Oval Village from Industrial Business Park (IB1) to Residential/Limited Commercial (RCL3) to permit the construction of a high-rise, high-density, mixed-use development. The proposed development includes approximately 557 market residential units and 29 affordable rental housing units.

The rezoning application received third reading at Public Hearing on September 5, 2012 (Rezoning 09-506904 and associated RZ Bylaw 8879). The proposed Housing Agreement Bylaw for the subject development (Bylaw 8995) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. 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 rezoning application involves a three-phased development consisting of approximately 586 dwelling units, including: 557 market residential units and 29 affordable rental (low end market rental) units. In a phased development, it is standard that a developer provides 5% of the required total residential floor area in each phase. Due to the developer's significant contribution to the City's Child Care Reserve Fund during the first phase of the development, it has been agreed that the developer will provide 100% of the affordable housing in its second phase, which defers the phase one requirement and accelerates the phase three requirement.

In addition, the developer will be providing 3,116 ft² additional floor area (over and above the City's basic 5% habitable space requirement) for common areas and ancillary uses to create a stand-alone building (e.g. hallways, lobbies, laundry rooms, indoor amenity space, and mechanical rooms) with additional outdoor amenity space for access and use by the affordable housing residents. All of the affordable housing units must satisfy the Richmond Zoning Bylaw requirements for Basic Universal Housing.

The applicant has agreed to register notice of the Housing Agreement on title to secure the 29 affordable rental housing units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The agreement also includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement.

Financial Impact

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

Conclusion

In accordance with the Local Government Act (Section 905), adoption

A handwritten signature in purple ink, appearing to read 'Dena Kae Beno'.

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

DKB:dkb



Housing Agreement (5440 Hollybridge Way)

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: 001-794-884 Lot 110, Sections 5 & 6, Block 4, North Range 6 West, New
Westminster District Plan 48002

2. This Bylaw is cited as **"Housing Agreement (5440 Hollybridge Way) Bylaw No. 8995"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (Hollybridge Project (Nominee) Ltd. -Inc. No. BC 0947509) Bylaw No.
8995

HOUSING AGREEMENT BETWEEN the City of Richmond and 0947509 B.C. Ltd-
Hollybridge Project (Nominee) Ltd.

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

THIS AGREEMENT is dated for reference February 4th, 2013,

BETWEEN:

HOLLYBRIDGE PROJECT (NOMINEE) LTD. (Inc. No. BC0947509),
a corporation pursuant to the *Business Corporations Act* and having
an address at 9th Floor – 666 Burrard Street, Vancouver, British
Columbia, V6C 2X8

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the 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.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Affordable Housing Building"** means a stand-alone 4-storey building on the south side of Lot 2, fronting Pearson Way in the City of Richmond, containing all the Affordable Housing Units and meeting all other construction conditions as specified in this Agreement;
- (b) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (c) **"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;
- (d) **"Agreement"** or **"this Agreement"** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (e) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (f) **"CCAP"** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (g) **"City"** or **"City of Richmond"** means the City of Richmond and is called the "City" when referring to the corporate entity and "City of Richmond" when referring to the geographic location;
- (h) **"City Personnel"** means the City's officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- (i) **"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;

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

- (j) "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;
- (k) "Daily Amount" means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since date as per above, 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;
- (l) "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;
- (m) "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;
- (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 annual income of:
 - (i) in respect to a bachelor unit, \$33,500 or less;
 - (ii) in respect to a one bedroom unit, \$37,000 or less;
 - (iii) in respect to a two bedroom unit, \$45,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$55,000 or less

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (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) **"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*) registered against title to the Lands in connection with Rezoning Application No. RZ-09-506904;
- (r) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **"Land Title Act"** means the *Land Title Act*, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;
- (t) **"Lands"** means parcel identifier: 001-794-884, Lot 110, Sections 5 and 6, North Range 6 West New Westminster District Plan 48002;
- (u) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (a) **"Lot 1"** means that portion of the Lands to be created as Lot 1 upon the subdivision of the Lands, as shown outlined in bold and identified as Lot 1 on the sketch plan attached hereto as Schedule "A";
- (v) **"Lot 2"** means that portion of the Lands to be created as Lot 2 upon the subdivision of the Lands, as shown outlined in bold and identified as Lot 2 on the sketch plan attached hereto as Schedule "A";
- (w) **"LTO"** means the Lower Mainland Land Title Office or its successor;
- (x) **"OCP"** means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time.
- (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:
 - (i) \$837.00 a month for a bachelor unit;

- (ii) \$925.00 a month for a one bedroom unit;
- (iii) \$1,137.00 a month for a two bedroom unit; and
- (iv) \$1,375.00 a month for a three (or more) bedroom unit,

provided that the rents set-out above may be adjusted periodically in amounts as approved by the Council of the City. In the absence of obvious error or mistake, any calculation or determination 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) **"Resident Management Plan"** means a plan for the operation and management of the Affordable Housing Units to be submitted by the Owner to the City in accordance with section 3.2 of this Agreement;
- (cc) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or any portion thereof, the ownership or right to possession or occupation of the Lands, or any portion thereof; into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (ff) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (gg) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (hh) **"Zoning Bylaw"** means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals,

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;

- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (j) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (i) which define the terms used herein;
- (ii) which deal with the interpretation of this Agreement; and
- (iii) which are otherwise of general application.

1.3 Schedules

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

<u>Schedule</u>	<u>Description</u>
"A"	Sketch Plan of Lot 1 and Lot 2

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect of each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect 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 occupy, nor permit any person to occupy any portion of any building, in part or in whole, on Lot 2, and the City will not be obligated to permit occupancy of any building on Lot 2 until all of the following conditions are satisfied:

- V.2

Housing Agreement (Affordable Housing)
 Section 905 *Local Government Act*
 5440 Hollybridge Way
 Application No. RZ 09-506904
 Rezoning Condition No. 11.4

- (a) the Affordable Housing Building, Affordable Housing Units and related uses and areas are constructed to the satisfaction of the City;
- (b) the Affordable Housing Building and the Affordable Housing Units have received final building permit inspection permitting occupancy; and
- (c) 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 Lot 2.

**ARTICLE 3
MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING
UNITS**

- 3.1 The Owner will operate and manage each Affordable Housing Unit in accordance with the Affordable Housing Strategy and guidelines for Low End Market Rental housing in effect from time to time, unless otherwise agreed to by the Owner, the Director of Development and the Manager, Community Social Development.
- 3.2 The Owner may sub-contract the operation and management of the Affordable Housing Units to a qualified and reputable provider of affordable housing, provided that any such sub-contract and affordable housing provider is pre-approved by the Manager, Community Social Development or other authorized City Personnel, in their sole discretion.
- 3.3 The Owner will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the Affordable Housing Units in good order and condition, excepting reasonable wear and tear.
- 3.4 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.5 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
 - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor common property, limited common property, or other common areas, facilities that are associated with the Affordable Housing Building or amenities, including parking facilities, in accordance with the Zoning Bylaw, the City's OCP and CCAP policy, as may be amended or replaced from time to time, including all common amenities and facilities located on Lot 2 or any subdivided portion thereof and associated with the Affordable Housing Building;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(s) 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 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(s) 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 3.6(g)(ii) of this Agreement, termination shall be effective (1) on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant and (2) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the Tenancy Agreement, or as otherwise stipulated in the *Residential Tenancy Act*. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any payments that the Owner may be required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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, Lot 2 or any Subdivided parcel of the Lands or Lot 2 that contain Affordable Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 The strata corporation shall not pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 The strata corporation shall not 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 including all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation associated with the Affordable Housing Building.
- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6

DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled

V.2 Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) Business Days following receipt by the Owner of an invoice from the City for the same, and such invoice will be given and deemed received in accordance with section 7.10 [Notice] of this Agreement.

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet in perpetuity.

7.2 Modification

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

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

7.3 Management

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

7.4 Indemnity

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

- (a) this Agreement;
- (b) any breach by the Owner of any covenant or agreement contained in this Agreement;
- (c) any personal injury, death or damage occurring in or on Lot 2, including the Affordable Housing Units;
- (d) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
- (e) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (f) the exercise by the City of any of its rights under this Agreement or an enactment.

7.5 Survival

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

7.6 Priority

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

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

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

7.7 No Fettering and No Derogation

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

7.8 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of Lot 2 or the Affordable Housing Building or any portion thereof, including any Affordable Housing Unit; and

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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

7.9 No Public Law Duty

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

7.10 Notice

Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

- (a) to the City:

City of Richmond
6911 No. 3 Road
Richmond, B.C., V6Y 2C1

Attention: City Clerk
Fax: 604 276-5139

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

- (b) to the Owner, to the address as set out on the title for the Lands,

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

7.11 Enurement

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

7.12 Severability

If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

7.13 No Waiver and Remedies

The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

7.14 Sole Agreement

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

7.15 Further Acts

The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

7.16 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

7.17 No Joint Venture

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

7.18 Governing Law

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

7.19 Deed and Contract

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

7.20 Joint and Several

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

7.21 No Liability

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

7.22 City Approval and Exercise of Discretion

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

7.23 No Compensation

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

7.24 Runs with land

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

7.25 Time of Essence

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

7.26 Assignment of Rights

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

7.27 Counterparts

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

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

HOLLYBRIDGE PROJECT (NOMINEE) LTD.
by its authorized signatory(ies):

Per: _____
Name: _____

Per: _____
Name: Michael Ching

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

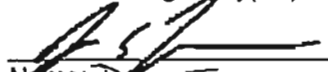
V.2

Housing Agreement (Affordable Housing)
Section 905 Local Government Act
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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

HOLLYBRIDGE PROJECT (NOMINEE) LTD.

by its authorized signatory(ies):

Per: 
 Name: Don Forsgren

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

V.2

Housing Agreement (Affordable Housing)
 Section 905 *Local Government Act*
 5440 Hollybridge Way
 Application No. RZ 09-506904
 Rezoning Condition No. 11.4

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

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

V.2

Housing Agreement (Affordable Housing)
 Section 905 *Local Government Act*
 5440 Hollybridge Way
 Application No. RZ 09-506904
 Rezoning Condition No. 11.4

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DECLARANT

SKETCH PLAN OF PROPOSED SUBDIVISION OF LOT 110,
SECTIONS 5 AND 6, BLOCK 4 NORTH, RANGE 6 WEST,
N.W.D., PLAN 48002 EXCEPT PART IN PLAN EPP27412
E.C.A.S. 982612

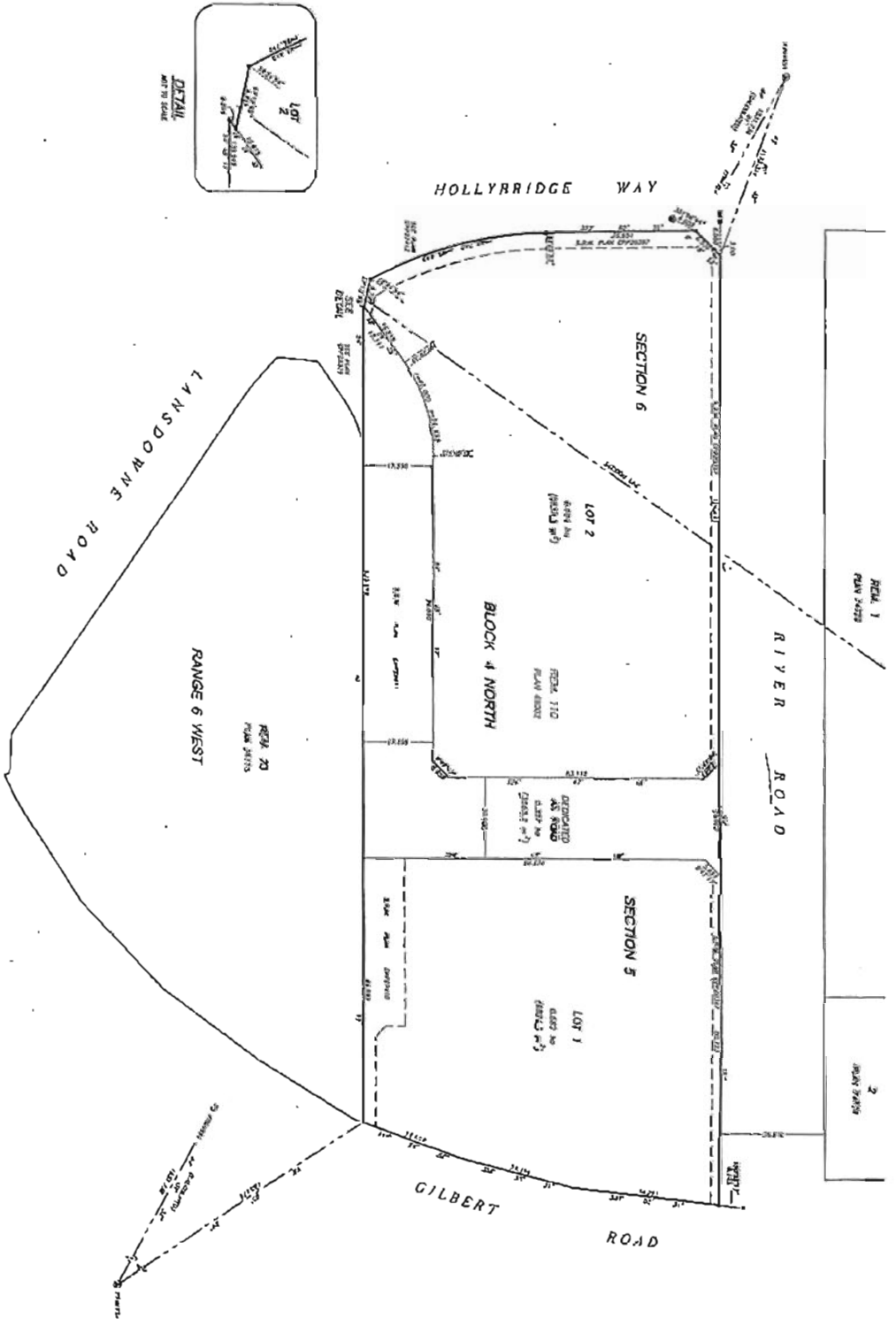


INTEGRATED SURVEY AREA No. 18
(RECORDED) N.D. 31 (1985)

THESE ARE THE BOUNDARIES OF THE SUBDIVISION OF LOT 110, SECTIONS 5 AND 6, BLOCK 4 NORTH, RANGE 6 WEST, N.W.D., PLAN 48002 EXCEPT PART IN PLAN EPP27412, E.C.A.S. 982612, AS SHOWN ON THE ATTACHED MAP AND PLAN.

LEGEND

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- 2 - EXISTING CORNER, SURVEYED BY OTHERS
- 3 - EXISTING CORNER, SURVEYED BY OTHERS
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- 100 - EXISTING CORNER, SURVEYED BY OTHERS



PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Hollybridge Project (Nominee) Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

PID: 001-794-884

Lot 110, Sections 5 and 6, Block 4, North Range 6 West, NWD, Plan 48002


("Lands")


HSBC Bank Canada (the "First Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland Land Title Office under numbers CA2770252 and CA2770253, respectively (together, the "First Bank Charges").

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

HSBC Bank Canada

by its authorized signatory(ies):

Per:  **EDWARD H. CHAN**
ASSISTANT VICE PRESIDENT
Name: **COMMERCIAL REAL ESTATE**

Per:  **Derek Li**
Analyst
Name: **Commercial Real Estate**

RESTRICTED - V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Hollybridge Project (Nominee) Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

PID: 001-794-884

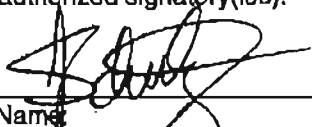
Lot 110, Sections 5 and 6, Block 4, North Range 6 West, NWD, Plan 48002

("Lands")

TCC Richmond Lender Inc. (the "Second Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands, which Mortgage and Assignment of Rents were registered in the Lower Mainland Land Title Office under numbers CA2770354 and CA2770355, respectively (together, the "Second Bank Charges").

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

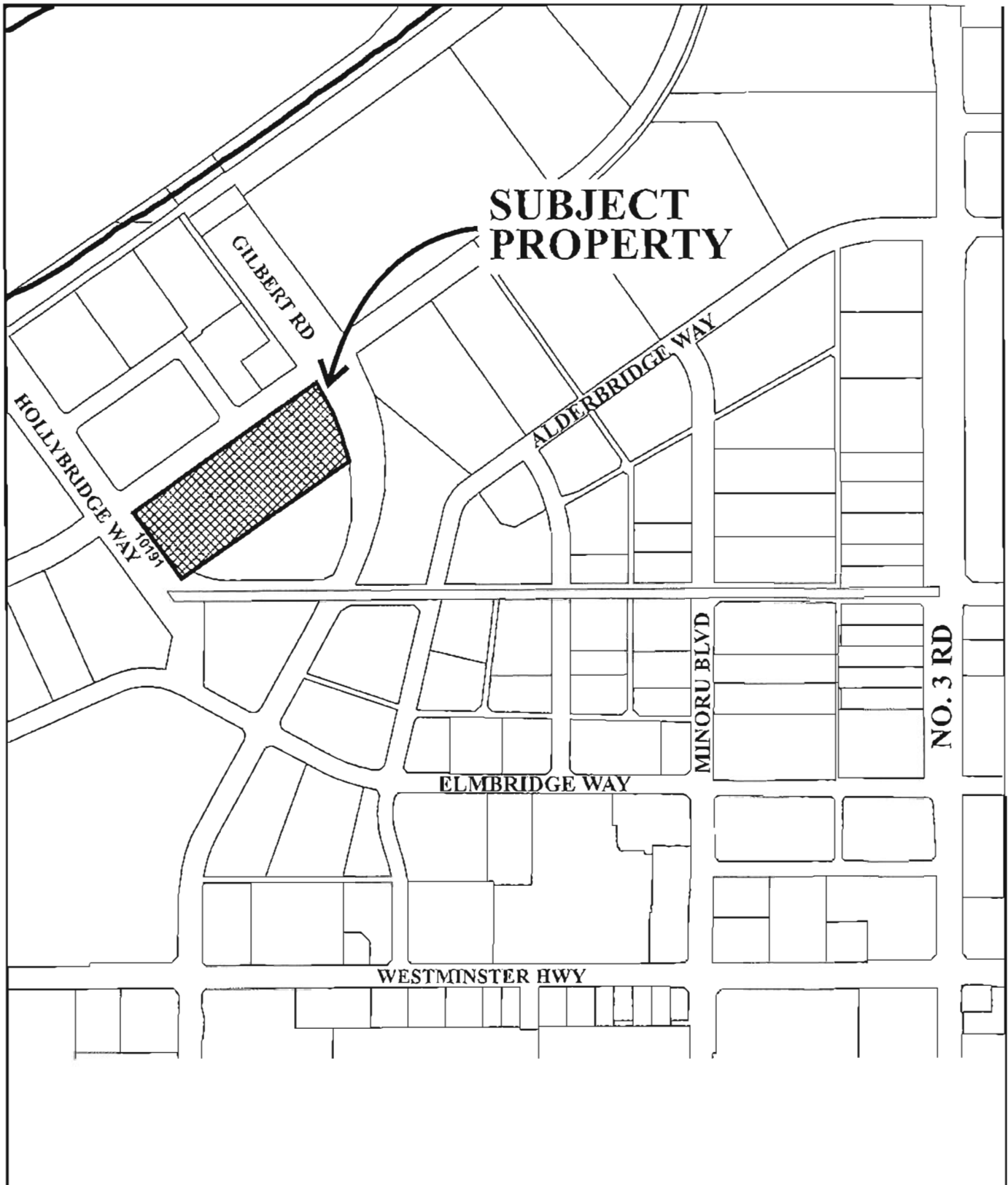
TCC Richmond Lender Inc.
by its authorized signatory(ies):

Per: 
Name: _____

Per: Jeremy Schetz
Name: Vice President

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4



5440 Hollybridge Way

Original Date: 02/04/13

Amended Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee **Date:** February 4, 2013
From: Cathryn Volkering Carlile
General Manager, Community Services **File:**
Re: **Housing Agreement Bylaw No. 8996 to Permit the City of Richmond to Secure Affordable Housing Rental Units at Kiwanis Towers - 6251 Minoru Boulevard (Affordable Housing Special Development Circumstance) - Richmond Kiwanis Senior Citizens Housing Society**

Staff Recommendation

1. That Bylaw No. 8996 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8996 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 11-591685.

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

Att. 2

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

Staff Report

Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8996, **Attached**) to secure a total of 195,964.8 sf² for a purpose built affordable housing project with 296 senior affordable rental units, 7,617.87 sf² indoor amenity space and 21,050.7 sf² outdoor amenity spaces.

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

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

They are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the primary use of Affordable Housing Reserve Funds for subsidized rental housing (e.g. rental housing affordable to low income seniors).

Polygon Carrera Homes Ltd. ("Polygon"), as authorized by the Richmond Kiwanis Senior Citizens Housing Society ("Kiwanis") has applied to the City of Richmond for permission to rezone 6251 Minoru Boulevard (**Attachment 1**) from School and Institutional Use (SI) to a site-specific zone (ZHR11) in order to permit the development of five high-rise residential towers with 296 seniors affordable rental units in two towers to be owned by Kiwanis and the 335 market housing units in three towers to be owned by Polygon and then sold as market residential units.

The rezoning application received third reading at Public Hearing on July 16, 2012 (Rezoning 11-591685) and associated OCP Amendment Bylaw 8910, Zoning Amendment Bylaw 8914, Zoning Text Amendment Bylaw 8912 and 8913, and repeal of the Housing Agreement Bylaw 8911 (Mayfair Place and Cambridge Park). The proposed Housing Agreement Bylaw for the subject development (Bylaw 8996) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. 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 City has received a Rezoning application from Polygon Carrera Homes Ltd. ("Polygon") in collaboration with the Kiwanis Senior Citizens Housing Society ("Kiwanis") for the development of the Kiwanis Towers low income seniors rental housing at 6251 Minoru Boulevard. The proposed affordable housing portion of the development consists of two concrete towers containing a total of 296 1-bedroom residential units, 617.87 sf² indoor amenity space and 21,050.7 sf² outdoor amenity spaces ("Kiwanis Towers").

"Project Specific" - Affordable Housing Special Development Circumstance

On July 16, 2012, the report titled, "Project Specific Financial and Policy Considerations for the Proposed Kiwanis Towers Affordable Housing Development at 6251 Minoru Boulevard," was

received by Council and the associated Bylaws 8915 and 8916 received adoption. The purpose of the approved Bylaws was to provide Council with the authority to endorse the Kiwanis Towers project as a “project specific” Affordable Housing Special Development Circumstance, which is proposing to:

1. Secure rents below what is stipulated in the Strategy for low end market rental units;
2. Seek financial support from other levels of government and/or other partners;
3. Meet the Affordable Housing Reserve Fund Policy funding priority for the provision of subsidized rental housing (i.e. low income seniors); and
4. Align with the Affordable Housing Strategy proposal review and approval criteria.

The Richmond Kiwanis Senior Citizens Housing Society is an eligible non-profit affordable housing provider and their Kiwanis Towers project has met the City’s affordable housing policy requirements to be considered as a “project specific” Affordable Housing Special Development Circumstance.

Municipal Affordable Housing Reserve Fund Contribution Summary

To support the viability of the project and to further Kiwanis’ ability to provide rents below what is stipulated in the Affordable Housing Strategy, the project involves proposed City contributions, as follows:

- Disbursement of funds from the City’s Capital Affordable Housing Capital Reserve Fund (i.e. \$2,147,204);
- Proposed Affordable Housing Value Transfer contributions from current and proposed Polygon projects through the City’s affordable housing policy mechanisms (i.e. up to a maximum \$18,690,406); and
- Reimbursement of Development Cost Charge, Servicing Cost Charge, and Building Permit Fees (i.e. \$3,305,468, approximately, subject to final City verification).

The City’s proposed combined contribution total is a maximum of \$24,143,078 or 41.2% of the estimated \$58,489,000 total construction costs. The City’s proposed contribution will support Kiwanis, an eligible, local non-profit affordable housing provider, to qualify for Provincial Approval for financing from BC Housing and support the delivery of much needed affordable senior rental housing options in Richmond.

Social Programming Considerations

Further, Council approved a recommendation that Staff work with the Richmond Kiwanis Senior Citizens Housing Society applicant team to assist in the development of a tenant management plan to address: operation and tenant management, resident amenity planning, community networking, and partnership opportunities for the delivery of housing and resident programming.

Staff worked with representatives from: Kiwanis, AWM Property Management, Polygon, Dagneault Planning, and BC Housing to develop a tenant management plan, community networking, and grant funding opportunities to:

- Meet the City's Housing Agreement requirements;
- Support Kiwanis' increased capacity to generate sound occupancy and resident management policies, tools, and objectives; and
- Promote social programming for long-term tenant social, emotional, and physical health and well-being.

Kiwanis has met the requirements of the Affordable Housing Strategy proposal review, Affordable Housing Reserve Fund Policy funding priority requirements, and the Council resolution to develop tenant management policies and resident programming. As a result, and through collaborative stakeholder efforts, the Kiwanis Minoru Towers Tenant Manual, Tenancy Agreement Addendum, and Application for Tenancy were generated (**Attachment 2**). It is important to note that the Kiwanis policies are living documents, which will be updated from time to time with revisions being submitted to the City as part of the annual statutory declaration process.

Proposed Project Specific Eligible Senior Couple Income Definition

Kiwanis has requested that a \$44,000 senior couple household income threshold be allowed, due to the fact that some senior couples do have savings or retirement pensions that may provide additional income when combined. The senior single household income would remain at \$38,000. In addition, Kiwanis proposed that any person who resided in the former Kiwanis senior housing project as of August 1, 2011, will be considered as an eligible senior, regardless of their current income. The maximum income levels will be adjusted annually by the Core Need Income Threshold (CNIT), in accordance with the City's Affordable Housing Strategy. The Income Threshold values are consistent with 2013 CNIT data.

Staff has reviewed senior income qualification criteria, which are utilized by other affordable housing providers in Metro Vancouver and Alberta. Based on the review, there doesn't seem to be a standard income threshold criteria applied. However, it does seem that a trend persists with low income seniors in B.C. and Alberta, whether a couple or single person household, of having combined incomes that do not exceed \$38,000. The comparison table is provided below:

Housing Provider	Income Threshold Criteria
BC Housing- Senior Rental Housing Initiative	\$58,000 or less for seniors, who are: 55 years or older, couples where one person is 55 years or older, or eligible adults with disabilities under the age of 55. Rent is geared to 30% of the total household's income.
Beulah Gardens Homes Society (<i>Vancouver</i> ,	The Society houses seniors with very low

B.C.)	incomes (i.e. \$10,800 - \$15,000 per year). It doesn't have a maximum income threshold for senior singles or couples. Rent is geared to 30% of the total household's income.
GEF Senior Housing Society (<i>Alberta's largest senior housing provider</i>)	The Society houses very low-income seniors (i.e. \$10,800 - \$15,000 per year). It utilizes CMHC Core Need Income Thresholds for reference. It doesn't have separate couple and single household thresholds. Rent is geared to 30% of the total household's income.
Senior Services Society (<i>Serving Seniors in Metro Vancouver</i>)	The Society reports that most senior couples requiring affordable housing in Metro Vancouver have a combined income of \$37,000 or less.

Further, 4,135 or 22% of the estimated 18,575 seniors living in Richmond live below the Low Income Cut Off (LICO), as reported in the 2012 United Way Statistical Profile of Richmond Seniors, which utilizes 2001 and 2006 Canada Census data.

Kiwanis will be required to submit annual verification of the tenant income threshold and tenant eligibility criteria as part of the City's Statutory Declaration process outlined in the subject development's Housing Agreement and in accordance with the City's Affordable Housing Strategy's stipulated income thresholds for subsidized rental units.

There is a growing need for senior's housing and as our population ages and is active and living longer, the need for senior housing options will diversify. As proposed, the income threshold limits will enable a wider range of low income seniors to have access to the affordable housing opportunity. Subject to Council's approval of the Kiwanis Towers Housing Agreement, Kiwanis will utilize a senior couple household threshold income of \$44,000 or less and a single senior household threshold of \$38,000 or less, with an exception for seniors who resided in the former Kiwanis senior housing project as of August 1, 2011.

Housing Agreement Terms

The applicant has agreed to register notice of the Housing Agreement on title to secure the 296 senior rental units and access to the adjacent indoor and outdoor amenity spaces. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units be made available at rates below what is stipulated in the Affordable Housing Strategy for low end market rents in perpetuity. The agreement also includes provisions for annual adjustments and review of the maximum annual housing incomes and rental rates in accordance with City requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement.

The City's current 1-bedroom low end market rental rate is \$925, as stipulated in the Affordable Housing Strategy. The Kiwanis is proposing rents below the Strategy's current rates with a rent schedule being established by floor, as noted below:

Unit Type	Maximum Monthly Rent
One Bedroom (Location: Floor 2-6)	\$690-\$760
One Bedroom (Location: Floor 7-11)	\$660-\$750
One Bedroom (Location: Floor 12-17)	\$710-\$780

Kiwanis may increase the rents annually based on CPI, to the maximum percentage permitted under the *Residential Tenancy Act*, or by a greater amount with the consent of the City to account for unexpected operating, maintenance or servicing costs.

There is a growing demand for low-income senior housing in Richmond; however, Staff also understands that Kiwanis requires a certain amount of operating revenue to be collected from rents to oversee the management, upkeep and provision of the housing.

Kiwanis has established the targeted range of gross shelter costs, which includes: rent, average typical electrical charges, and tenant liability insurance costs. The range has been established at \$935 to \$985 per month, and is subject to annual review to ensure that rental rates remain:

- Below the City's Affordable Housing Strategy rates for 1-bedroom Low End Market Rental Units; and
- That overall gross shelter costs remain affordable to the intended tenant population (i.e. low-income seniors).

In addition, the Kiwanis affordable housing development was assessed under the BC Hydro Power Smart New Construction Energy Study initiative, which will result in an annual electrical energy savings of \$13,930 per year through design modifications to the building envelope, lighting, and air unit.

Information relating to monthly rent, gross shelter costs, and the Kiwanis resident management plan, including contingency fund, will be required to be submitted as part of the City's Annual Statutory Declaration process for review and approval. Also, Kiwanis will be required to confirm, through the Annual Statutory Declaration, that the income level of residents do not exceed the senior couple household threshold income of \$44,000 or less and single senior household threshold of \$38,000 or less (with the exception of seniors who resided in the former Kiwanis senior housing project as of August 1, 2011).

Aging in Place and Basic Universal Housing Design

Approximately 264 or 89% of the units in the Kiwanis project will be built to satisfy the Richmond Zoning Bylaw requirements for Basic Universal Housing. In addition, the project has incorporated design features to support aging in place, mobility and accessibility for the Kiwanis residents and their guests.

Financial Impact

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

Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8996 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure the 296 senior rental housing units that are proposed in association with Rezoning Application 11-591685.



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

DKB:dkb



Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996

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 B to this Bylaw, with the owner of that portion of 6251 Minoru Boulevard, Richmond, BC to be subdivided and, following subdivision, be legally described as:

Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan
EPP24105

(see Schedule A to this Bylaw)


2. This Bylaw is cited as "**Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

PLN - 55

Schedule B

To Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996

HOUSING AGREEMENT BETWEEN the City of Richmond and Richmond Kiwanis Senior
Citizens Housing Society

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the th8 day of February, 2013.

BETWEEN:

RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY,

a society duly incorporated under the laws of the Province of British Columbia and having its registered office at 220 – 8171 Cook Road, Richmond, British Columbia, V6Y 3T8

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

AND:

CITY OF RICHMOND,

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

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

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined);
- C. The Owner and the City intend that the Affordable Rental Units (as hereinafter defined) shall be rented by the Owner in perpetuity at rents which would result in the Permitted Rent plus Permitted Tenant Charges (as hereinafter defined) for eligible tenants being less than the Targeted Gross Shelter Costs (as hereinafter defined); and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide for affordable housing in perpetuity 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 dated May 9, 2007, and approved by the Richmond City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (b) **"Affordable Rental Unit"** means a Dwelling Unit on the Lands that is subject to a Tenancy Agreement and occupied by an Eligible Senior;
- (c) **"Agreement"** means this agreement together with all schedules and attachments attached hereto;
- (d) **"City"** means the City of Richmond;
- (e) **"Core Need Income Threshold"** means the housing income limit established from time to time in the City's Affordable Housing Strategy on the basis of the income level designated by Canada Mortgage and Housing Corporation for the City as the upper income eligibility limit for households living in affordable rental housing;
- (f) **"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;
- (g) **"Dwelling Unit"** means a one-bedroom residential apartment located or to be located on the Lands;
- (h) **"Eligible Senior"** means an Eligible Senior Individual or a member of an Eligible Senior Couple;
- (i) **"Eligible Senior Couple"** means two persons, both of whom are able to manage their own personal care, have the capacity to walk and are not bedridden, living in a spousal relationship one of whom is 60 years of age or older and who together have an annual income not exceeding \$44,000, as of the reference date of this Agreement, or such other maximum income as may be stipulated in the City's Affordable Housing Strategy from time to time for affordable one-bedroom low end of market rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time) in accordance with the Core Need Income Threshold, and for greater certainty, an Eligible Senior Couple includes any person who was a resident of the Former Lands as at August 1, 2011;

- (j) **"Eligible Senior Individual"** means a person 60 years of age or older who is able to manage their own personal care, has the capacity to walk and is not bedridden, and who has an annual income not exceeding \$38,000, as of the reference date of this Agreement, or such other maximum income as may be stipulated in the City's Affordable Housing Strategy from time to time for affordable subsidized rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time) in accordance with the Core Need Income Threshold, and for greater certainty, an Eligible Senior Individual includes any person who was a resident of the Former Lands as at August 1, 2011;
- (k) **"Excess Charges"** means any amount of rent charged in respect of a tenancy of an Affordable Rental Unit that is in excess of Permitted Rent, plus any fees or charges of any nature whatsoever that are charged in respect of the tenancy of an Affordable Rental Unit that are not Permitted Tenant Charges, and includes all such amounts charged in respect of any tenancy since the commencement date of the Tenancy Agreement in question, irrespective of when the City renders an invoice in respect of Excess Charges;
- (l) **"Former Lands"** means Lot 25 Section 8 Block 4 North Range 6 West New Westminster District Plan 21164;
- (m) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ____ day of _____, 2013, under number _____;
- (n) **"Lands"** means the following lands and premises situate in the City of Richmond:

Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan EPP24105;
- (o) **"LTO"** means the New Westminster Land Title Office or its successor;
- (p) **"Owner"** means Richmond Kiwanis Senior Citizens Housing Society and any subsequent owner of the Lands;
- (q) **"Permitted Rent"** means the maximum rent set out in Schedule B of this Agreement in respect of the floor area and location of the Dwelling Unit in question, provided that the amounts set out in Schedule B of this Agreement may be increased once per year in accordance with any positive change in CPI between January 1, 2012 and the month in which the rent is being increased, but provided always that the average Permitted Rent of all Affordable Housing Units on the Lands does not exceed an amount which is \$75 per month less than the amount established from time to time in the City's Affordable Housing Strategy as the maximum rent for affordable one bedroom low end of market rental housing, being on the reference date of this Agreement \$950 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to

time), and may be further increased with the prior written consent of the City to cover unexpected increases in operating, maintenance and servicing costs, but subject at all times to sections 3.2(c) and (d);

- (r) **"Permitted Tenant Charges"** means typical monthly insurance premiums for tenant's household contents and third party liability insurance plus an amount equal to the average monthly charge for electricity supplied to all Dwelling Units on the lands by the B.C. Hydro and Power Authority based on electricity consumption over the previous twelve months only, and excludes without limitation any other amounts charged by the Owner from time to time in respect of any parking, laundry, services or programs provided by or on behalf of the Owner and any other permitted charges as set out in section 3.2(e) whether or not such amounts are charged on a monthly or other basis to the Tenants;
- (s) **"Resident Management Plan"** means all policies, procedures and manuals adopted and used by the Owner for the operation and management of the Affordable Housing Units including without limitation resident eligibility criteria and waiting lists, application procedures and guidelines, tenancy agreements and addenda, tenant regulations and manuals, tenant's insurance requirements, and details of the contingency fund established pursuant to section 6.4.
- (t) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (u) **"Targeted Gross Shelter Costs"** means a range of \$935 to \$985 per month, as of the date of this Agreement and adjusted annually thereafter on January 1 in each year by adding thereto an amount calculated by multiplying the then current Targeted Gross Shelter Costs by the percentage change in the CPI since January 1 of the previous year, or such other amount as may be established from time to time in the City's Affordable Housing Strategy as the total cost of housing for affordable one-bedroom low end of market rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time);
- (v) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Rental Unit, and all policies and procedures established by the Owner in respect of the occupancy of an Affordable Rental Unit; and
- (w) **"Tenant"** means an occupant of an Affordable Rental 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) gender specific terms include both genders;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) 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;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (g) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) 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 Senior, agent, officer and invitee of the party;
- (k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (l) 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".

1.3 The obligations of the Owner to the City in this Agreement are perpetual and are in addition to and not in substitution for the obligations of the Owner to the City set out in the Housing Covenant. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Housing Covenant, the terms and conditions of this Agreement shall, so far as is necessary to resolve such conflict, prevail.

**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE RENTAL UNITS**

- 2.1 The Owner agrees that each Affordable Rental Unit may, in perpetuity, only be used as a permanent residence occupied by an Eligible Senior.
- 2.2 On or before July 1 in every calendar year, the Owner must, in respect of each Affordable Rental 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 to this Agreement, sworn by the Owner, containing all of the information required to complete the statutory declaration. Notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as may be requested by the City in respect to an Affordable Rental 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 must, in addition to providing to the City the statutory declarations described in section 2.2 at the times specified in that section, provide to the City a copy of the Owner's current Resident Management Plan.
- 2.4 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.
- 2.5 The Owner and the City agree that any person who was a permanent resident of the Former Lands as of August 1, 2011, shall, for the purposes of this Agreement, be considered to be an Eligible Senior regardless of that person's age or annual income and any restrictions, limitations or other provisions of this Agreement in respect of any such person and their occupancy of an Affordable Rental Unit shall not apply to that person or their occupancy of the Affordable Rental Unit whether pursuant to a Tenancy Agreement or otherwise.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE RENTAL UNITS**

- 3.1 The Owner will not permit an Affordable Rental Unit to be subleased or an Affordable Rental Unit Tenancy Agreement to be assigned.
- 3.2 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Rental Unit except to an Eligible Senior and except in accordance with the following additional conditions:
 - (a) the Tenancy Agreement shall not permit or grant any rights to a Tenant or any permitted occupants to occupy an Affordable Rental Unit for a period greater than twelve months;

- (b) the Affordable Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (c) the monthly rent payable by a Tenant for the right to occupy an Affordable Rental Unit must not exceed the Permitted Rent in respect of the floor area and location of the Affordable Rental Unit;
- (d) if the Affordable Rental Unit is subject to the requirements of section 41, 42, and 43 of the *Residential Tenancy Act*, the monthly rent payable by a Tenant for the right to occupy an Affordable Rental Unit must not be increased by an amount that would exceed the limits on such increases imposed under the *Residential Tenancy Act*;
- (e) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any common areas, facilities or amenities generally, or for sanitary sewer, storm sewer, water, other utilities other than electricity, property or similar tax provided however that the Owner may require the Tenant or any permitted occupant to pay charges and fees in respect of any parking, laundry, services, programs, charges or fees for the exclusive use of common area, facility or amenity space and customary charges and deposits in respect of damages, moving and extraordinary cleaning or maintenance provided by or on behalf of the Owner;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Rental Unit is occupied by a person or persons other than an Eligible Senior;
 - (ii) the annual income of an Eligible Senior rises above the applicable maximum amount specified in section 1.1(i) or (j) of this Agreement;
 - (iii) the Affordable Rental Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Rental Unit given the number and size of bedrooms in the Affordable Rental Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Rental Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent except in circumstances provided for by the Owner in the Resident Management Plan; and/or
 - (v) the Tenant subleases the Affordable Rental 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 effective on the earliest date on which such termination can be made effective under the *Residential Tenancy Act*;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Rental Unit and will stipulate that anyone not identified in the Tenancy Agreement is prohibited from residing in the Affordable Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year;
 - (h) the Tenancy Agreement will include a provision that the Affordable Housing Unit is the subject of a Housing Agreement made between the Owner and the City pursuant to section 905 of the *Local Government Act* and that a copy of the Housing Agreement is available at the Owner's rental office for review by the Tenant; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.3 If the Owner has terminated any Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons who may be in occupation of the Affordable Rental Unit to vacate the Affordable Rental Unit on or before the effective date of termination.
- 3.4 The Owner must not subdivide the Lands or any building constructed on the Lands, by any means howsoever.

ARTICLE 4 DEMOLITION OF AFFORDABLE RENTAL UNIT

- 4.1 The Owner will not demolish an Affordable Rental 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 Rental Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Affordable Rental 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 Rental Unit has been issued by the City and the Affordable Rental 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 these agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Rental Unit in accordance with this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Rental Unit is rented at a rate in excess of the Permitted Rent or the Owner imposes in respect of any tenancy of an Affordable Rental Unit any fee or charge of whatsoever nature other than Permitted Tenant Charges, the Owner will pay the Excess Charges to the City. The Excess Charges are due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 5.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 Housing Agreement

The Owner acknowledges and agrees that this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*.

6.2 Modification

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.

6.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Rental Units and will permit representatives of the City to inspect the Affordable Rental 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 Rental Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that, if the Owner fails to maintain the Affordable Rental Units in accordance with the Resident Management Plan or otherwise in a good state of repair and fit for habitation, following written notice from the City and the expiry of a reasonable cure period having regard for the nature of the breach, the City may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Rental Units.

- 6.4 The Owner shall establish and maintain a separate fund for building repairs and regularly scheduled maintenance of the Affordable Rental Units; shall contribute to such fund in each year; shall permit the City to review the sufficiency of the fund upon request; and

shall implement any reasonable written recommendations that the City may make following such review with regard to the adequacy of the fund unless the Owner provides to the City an opinion from a person qualified to provide strata management services in British Columbia that the fund established by the Owner would be adequate if the Affordable Rental Units were strata lots.

- 6.5 The Owner shall make reasonable efforts to identify, for the benefit of Tenants of the Lands, tenant's insurance underwriters willing and able to provide affordable tenant's insurance in respect of some or all of the Affordable Rental Units, so as to minimize the portion of Permitted Tenant Charges that is attributable to insurance premiums.
- 6.6 The Owner shall not make any rule in respect of the occupancy of a Dwelling Unit on the Lands that would require a Tenant of the Dwelling Unit to pay any fee or charge for the use of any common area, facility or amenity space on the Lands or in any building on the Lands, or that would restrict a Tenant of the Dwelling Unit from using or enjoying any such common area, facility or amenity space except with respect to parking or in respect of any fees or charges for the exclusive use of any common area, facility or amenity space on the Lands and other than as a consequence of the Tenant having breached a reasonable rule with respect to the use of such area, facility or space that the Owner has made for the benefit of all Tenants of the Lands.

6.7 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 construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Rental Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

6.8 Release

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

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

6.9 Survival

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

6.10 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.

6.11 Agreement for Benefit of City Only

The Owner and the City agree that:

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

6.12 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.

6.13 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: Corporate Officer, 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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 Rental 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.

6.18 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.

6.19 Agreement Runs with the Lands

The parties acknowledge that the City is obliged to file a notice of this Agreement in the LTO and that, upon such filing, this Agreement is binding on all persons who acquire an interest in the Lands. 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 Limitation on Owner's Obligations

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

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

RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY

by its authorized signatory(ies):

Per: _____

Name: *Peter So President*

Per: _____

Name: *Teri Burton Secretary - Treasurer*

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.
<i>[Signature]</i>
APPROVED for legality by Solicitor
<i>[Signature]</i>
DATE OF COUNCIL APPROVAL

Schedule A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

1. I am the owner or authorized signatory of the owner of _____ (the "Affordable Rental Units"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Rental Units.
3. For the period from _____ to _____ the Affordable Rental Units were occupied only by the Eligible Seniors (as defined in the Housing Agreement) whose names and current addresses are shown in the tenant list attached as Appendix "i" to this Statutory Declaration, as a permanent residence.
4. The rent charged each month for each of the Affordable Rental Units is as set out in the form of rent roll attached as Appendix "ii" to this Statutory Declaration.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Rental Units are situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

A Commissioner for Taking Affidavits in
the Province of British Columbia

)
)
)
)
)
)
)

DECLARANT

Appendix “j”

Unit No.	Tenant Name	Tenant Address
1		
2		
3		
4		
...		

Appendix "ii"

Unit No.	Monthly Rent on the date 365 days before date of Statutory Declaration	Monthly Rent on the actual date of Statutory Declaration	Proposed or Actual Monthly Rent on the date 90 days after date of Statutory Declaration
1	\$____	\$____	\$____
2	\$____	\$____	\$____
3	\$____	\$____	\$____
4	\$____	\$____	\$____
...	\$____	\$____	\$____

Schedule B to Housing Agreement

PERMITTED RENT

Kiwanis Towers

Rent Schedule

2/5/2013

Unit Type	A	A-1	B	C/Ca*	C-1/C-1a*	D	
Unit Area (sf)	583	589.3	591.1	616.5	593.6	676.4	
Base Rent (psf)	\$1.19					1.13	
Base unit rent	\$690.00	\$700.00	\$700.00	\$730.00	\$710.00	\$760.00	
				*621.5	*603.6		
Floor							base
2	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
3	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
4	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
5	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
6	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
	5	5	18	14		5	
	\$3,450.00	\$3,500.00	\$12,600.00	\$10,220.00		\$3,800.00	
							98.5%
7	\$660.00	\$690.00	\$690.00	\$720.00		\$750.00	
8	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
9	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
10	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
11	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
	5	5	20	15		5	
	\$3,300.00	\$3,450.00	\$13,800.00	\$10,800.00		\$3,750.00	
							103%
12	\$710.00	\$720.00	\$720.00	\$750.00		\$780.00	
14	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
15	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
16	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
17	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
	5	5	20	3	12	5	
	\$3,550.00	\$3,600.00	\$14,400.00	\$2,250.00	\$8,760.00	\$3,900.00	
Unit Totals	15	15	58	32	12	15	147
Revenue Totals	\$10,300.00	\$10,550.00	\$40,800.00	\$23,270.00	\$8,760.00	\$11,450.00	\$105,130.00

Average Rent	\$715.17	Range	\$660 - \$780	AH Rent	\$925
Typical Electrical	\$45.00				
Tenant Insurance	\$25.00				
Total tenant cost	\$785.17				

Average Rent % of Current Affordable rent 77.32%



City of Richmond

Report to Committee

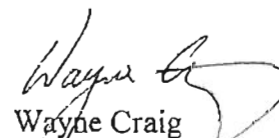
To: Planning Committee **Date:** January 22, 2013
From: Wayne Craig
Director of Development **File:** RZ 12 – 615239
Re: Application by Cotter Architects Inc. for Rezoning at 3531 Bayview Street

Staff Recommendation:

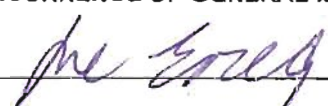
That Richmond Zoning Bylaw 8500 Amendment Bylaw 9001 to:

1. Amend the regulations specific for Affordable Housing Contributions related to the “Commercial Mixed Use (ZMU22) - Steveston Commercial” zone; and
2. Create “Commercial Mixed Use (ZMU22) – Steveston Commercial” and for the rezoning of 3531 Bayview Street from “Light Industrial (IL)” to “Commercial Mixed Use (ZMU22) – Steveston Commercial ”

be introduced and given first reading.


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

Att. 6

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

Staff Report

Origin

Cotter Architects Inc. has applied to the City of Richmond for permission to rezone 3531 Bayview Street (**Attachment 1**) from “Light Industrial (IL)” to “Commercial Mixed-Use (ZMU22) Steveston Commercial”, to permit the development of a two (2) storey mixed use commercial/residential building with ground floor retail uses and six (6) residential units over a partially in-ground parking structure (**Attachment 2**).

Background

- The proposed development generally conforms to the permitted land uses and incentive package contained in the *Steveston Village Conservation Strategy*, (the Strategy) and policies in the *Official Community Plan – Steveston Area Plan (SAP)*. The application also responds to comments provided on a previous application considered at the June, 21, 2011 Planning Committee meeting.
- The applicant organized a community consultation meeting to engage the community in discussion, review and comment upon the revised proposed rezoning and development.
- The site-specific zone is proposed for this application as the proposed use is consistent with the Steveston Village and various OCP and Steveston Area Plan policies. In addition, the proposed density is less than the 1.2 FAR permitted under the Strategy, and the proposal exceeds the parking required under the Strategy.

Findings of Fact

A *Development Application Data Sheet*, providing specific details about the proposed development, is attached (**Attachment 3**).

Description

Proposed Development:

- The proposed development is located at the north-east corner of Bayview Street and 3rd Avenue in the Steveston Village.
- The proposed development is a two (2) storey mixed use building over a partially in-ground parking structure. The parking would be almost fully below grade on the south (Bayview Street) side and would be fully exposed on the north side of the property. The parking structure is not considered for floor area and density calculations, consistent with the Richmond Zoning Bylaw, but is considered a storey for the overall height of the building.
- The project would achieve a maximum density of 1.18, which is less than the permitted 1.2 FAR – including the density bonus – in the existing Steveston Conservation Strategy.
- The proposed design features approximately 37% commercial (708.8 m² or 7,629 ft²) and 63% residential (1,192.4 m² or 12,835 ft²).
- The commercial uses would be general retail commercial.
- The proposed development would have a total of six dwelling units:
 - 2 two-storey apartment units of 122 m² (1,315 ft²) and 132 m² (1,421 ft²) which would be oriented to the east of the site;

- 1 suite of 99 m² (1,065 ft²) located at the north of the building, located behind the main floor commercial units;
 - 2 suites on the second storey- one of 183 m² (1,968 ft²) on the south-east of the building and one of 528.5 m² (5,689 ft²) for the remainder of the upper floor; and
 - A housekeepers unit of 57.6 m² (620 ft²) connected to the large apartment unit. As this housekeeper's unit would have a separate at-grade entrance and has dedicated cooking facilities, the housekeeper's unit is considered a dwelling unit.
- Based on the proposed density of 1.18 FAR, no contribution to the Steveston Heritage Conservation Grant Fund will be required for this project.
 - A contribution of \$53,948 is proposed to the Affordable Housing Developer Contribution.
 - The proposed development meets or exceeds the reduced off-street parking required as per the Strategy, and the requirements of the proposed ZMU22 zone.
 - Building form, materials, and building details generally comply with the approved *Steveston Area Plan – Development Permit Guidelines*.

Surrounding Development

The site is located directly east of the Gulf of Georgia Cannery complex at the corner of Bayview Street and 3rd Avenue in Steveston Village.

To the North: Existing commercial buildings (3): zoned "Steveston Commercial (CS2)", maximum height two (2) storeys;

To the East: Existing commercial building(1): zoned "Steveston Commercial (CS2)", maximum height two (2) storeys;

To the South: Vacant remediated parcel zoned "Light Industrial (IL)"; and

To the West: Existing industrial historic site zoned "Light Industrial (IL)" for Gulf of Georgia Cannery National Historic Site.

Related Policies

Steveston Village Conservation Strategy:

Council adopted the Steveston Village Conservation Strategy in 2009. The Strategy is incentive-based and emphasizes that the City will work co-operatively with all property owners to balance interests and achieve heritage conservation in the Village. Key measures in the Strategy include:

- A revised *Steveston Area Plan* with heritage and non-heritage conservation policies and establishment of the Steveston Village Heritage Conservation Area to better manage identified heritage resources;
- An implementation program which established new financial incentives, design guidelines and permit requirements for new developments or alterations to buildings and property within the Heritage Conservation Area; and
- As outlined in a separate report from the Policy Planning Division, the Strategy is generally maintained for the Village Core area, with some minor amendments to parking requirements and the height of buildings.
- Parking reductions as an incentive to retain the historically small scale of development in the Village, and to encourage new development.

Staff will present a separate to the Planning Committee outlining a Review Concept for the Steveston Village Conservation Strategy. The proposed changes are to revise the parking reductions permitted, and to fine-tune allowed density and building height throughout the Steveston Village. The proposed development generally conforms to the Review Concept as presented by staff.

Official Community Plan-Steveston Area Plan (SAP):

- The site lies within the *Steveston Village Heritage Conservation Area*. The *OCP-Steveston Area Plan* designates the site as “Heritage Mixed Use (Commercial-Industrial with Residential & Office Above)” which allows commercial uses at grade, with residential uses above. As the proposed design features a partially in-ground parking structure, all residential units are either above the proposed commercial units, or above the parking structure, and therefore the proposed development complies with the land use designation.
- To guide redevelopment on sites without a heritage resource, the *Development Permit Guidelines* in the *Steveston Area Plan* were revised to update the “Sakamoto Guidelines” including:
 - promoting a return to small scale development in the Village Core Area and Moncton Street.
- Detailed design specifications to implement the updated guidelines include:
 - buildings to be built to the street line,
 - horizontal or vertical siding (wood or cement products),
 - heritage colours to be coordinated with adjacent buildings,
 - signage to be integral to the façade,
 - doors to be glass panel and framed with solid wood, wood panel, or aluminum,
 - upper floor windows are to be framed and in a historic rhythm, different from ground floor windows and proportional to building elevations,
 - fabric canopies or awnings, and
 - selective use of modern materials.

The proposal for 3531 Bayview Street meets a number of these design criteria.

- The *Development Permit Guidelines* state that no residential units shall be within the first 12 m of a building, measured from the fronting street. The proposed development meets this guideline, as the residential units are all set back more than 12 m from the fronting property line on Bayview Street.

Public Input

- The Site Sign has been posted as required.
- No correspondence was received concerning the project description on the site signage.

Consultation

The developer held a Public Information Meeting on November 27, 2012, at the Steveston Community Centre. Attendees at the consultation meetings for the previous application and local community groups were contacted and invited to the meeting. A newspaper ad was run in the November 14 and 23, 2012 editions of the Richmond Review, and in the November 21 and 23, 2012 editions of the Richmond News. A mail drop was done with approximately 1,670 flyers delivered. Twenty-six (26) residents attended the meeting. Comments were positive regarding the proposed design and project density. No opposition or concerns were raised by any residents attending the meeting. Correspondence has been received from the Gulf of Georgia Cannery, the Britannia Heritage Shipyard Society, and the Steveston Community Society in support of the design and character of the building (**Attachment 4**).

Staff Comments

The proposed design attached to this report has satisfactorily addressed the urban design issues and other staff comments identified as part of the review of the subject Rezoning application. In addition, it would comply with the intent of the applicable sections of the Official Community Plan (OCP) and would be in compliance with a number of the policies for the Steveston Area Plan (**Attachment 5**).

While the proposed building meets the allowed parking reductions outlined in the revised Steveston Village Conservation Strategy, the required engineering improvements for the Bayview Street frontage will result in the creation of additional on-street parking spaces, further addressing concerns regarding on-street parking.

The larger review of the Chatham Street and Bayview Street streetscape design by the Transportation Division will examine additional opportunities to reconfigure the existing road design to provide additional on-street parking in the Steveston Village. A report from the Transportation Division will be presented at the February 19, 2013 meeting.

Analysis**Planning:****Proposed “Commercial Mixed-Use (ZMU22) Steveston Commercial Bylaw**

The proposed “Commercial Mixed-Use (ZMU22) Steveston Commercial” zone is based on the the Steveston-specific toolkit in the Steveston Village Conservation Strategy (the Strategy).

- The proposed Commercial Mixed-Use (ZMU22) zone is tailored to the characteristics of the site and aims to achieve the density, height and building character proposed by the owner.
- The maximum density permitted under the proposed Commercial/Mixed-Use (ZMU22) bylaw is 1.2 FAR, calculated on the net site area after a minor road dedication at the intersection of Bayview Street and 3rd Avenue. The proposed density is consistent with the density bonus permitted under the Strategy.

- The proposed maximum building height is measured using geodetic datum (Geodetic Survey of Canada datum) rather than physical building height, to take into account the sloping site, which results in a two-storey building with a height of 12 m to roof ridge facing Bayview Street to the South, and a 3-storey, 13.6 m building facing north. The maximum roof ridge height is 15m GSC for the entire structure.
- Parking – the proposed building would provide parking as follows:

Use	Required under Strategy	Spaces Required	Proposed
Non-residential	33% of requirements under Zoning Bylaw - 2 per 100 sq.m	18	18
Residential	1.0 spaces per dwelling plus 0.2 for visitors (shared with non-residential parking)	6 (plus 1 shared visitors' space)	11 (plus 1 shared visitors' space)
TOTAL		25	30

The proposed development would exceed the minimum requirements under the Strategy, and should pose no impact on adjacent streets.

- *Form & Character:* The form and massing of the proposed two-storey mixed use over parking structure development complies with the *Steveston Area Plan Guidelines* as follows:
 - A pedestrian-oriented streetscape is provided on both Bayview Street and 3rd Avenue with commercial “storefronts” reflecting the historical character of the site and previously existing grade/sidewalk level access to 3rd Avenue;
 - The facade design for the south (Bayview Street) elevation has been handled in such a way as to suggest three separate structures, reminiscent of the historic lot lines for the site;
 - The proposed location and orientation of the building respect the massing of the existing commercial buildings to the south and east;
 - The commercial slab elevation would be 3.9 m GSC, which is approximately 0.7 m above the existing 3.2 m GSC elevation of Bayview Street south of the site. The 0.7 m grade difference will be addressed through a landscaping transition and ramped entryways;
 - The proposed commercial slab elevation would be 3.9 m GSC datum fronting on Bayview Street. The Strategy establishes the objective of retaining the “Existing Grade” throughout the Village. The existing 3.2 m GSC elevation of Bayview Street is identified in the Strategy as a significant Character Defining Element of the Village. In order to accommodate the parking structure below the commercial area and have a floor system

- depth that is adequate to incorporate servicing for the commercial units, the lowest elevation possible for the commercial slab off Bayview Street is the proposed 3.9 m GSC. Although higher than the existing road grade, the technical requirements of the construction of parking and water table restrictions mean that 3.9 m GSC is the lowest possible elevation for the floor slab;
- For the commercial unit facing onto 3rd Avenue, the proposed elevation would be no more than 1.4 m GSC, or the elevation of the existing sidewalk;
 - The retention of the existing grade of 1.4 m GSC (the same elevation as Moncton Street) along the north of the site acknowledges a significant feature of the site identified in the *Steveston Village Conservation Strategy* as a Character Defining Element of the Village;
 - The building mass is articulated with a combination of differentiated facades, balconies and projections (with some recesses) to break up the larger Bayview Street and 3rd Avenue facades. This is generally in keeping with the *Steveston Village Core Sub-area Development Permit Guidelines* in the *Steveston Area Plan*;
 - The proposed dwelling unit on the north side of the building and the two proposed two-storey units on the east of the site provide further opportunities to break up the massing of the building;
 - Proposed building materials (a mixed palette of hardie shingle and lap siding, with hardie board and batten cladding for a variety of materials, hardie trim and fascia, wood textured doors and windows for upper floors) and colour scheme (regional heritage colours) are consistent with the *Steveston Area Plan - Official Community Plan Guidelines*; and
 - Required parking would be located below the commercial floor and the townhouse units, accessed from the lane to the east of the site.
- *Development Permit:* A comprehensive list of architectural features and components requiring further review and design development during the Development Permit Stage are as follows:
 - Bayview Street elevation with further articulation of the facade, and design changes to strengthen the reference to the historic lot lines;
 - Roof pitch and massing to be further detailed;
 - Glazing on north facade (main entrance to second floor apartment);
 - Sustainability measures; and
 - Signage to be reviewed by staff to ensure compliance with the Steveston Village Conservation Strategy and the Sign Bylaw.
 - *Consultation:* The Development Permit will be reviewed by the Advisory Design Panel (ADP) and the Richmond Heritage Commission. A Heritage Alteration Permit is also required for the proposed development, and this will be presented at the same time as the Development Permit.
 - *Sustainability:* The proposed development meets a number of sustainability criteria, including: combining multiple uses into a single development of a brownfield site; the site is within walking distance of a neighbourhood service centre and recreation opportunities; and is located within the Steveston Village which is a well-served by several different bus routes.

Other sustainability features (listed below) will be considered for inclusion during the Development Permit and Building Permit stages:

- On-site bicycle storage;
 - Secured common areas for recycling, organics and garbage storage;
 - Rapidly renewable wood-frame construction for upper stories;
 - High-albedo roofing will be installed;
 - Low-emissions paints and sealers will be used;
 - Low-E double pane windows throughout the building;
 - Drought-resistant planting requiring minimal irrigation;
 - Energy-efficient LED lighting used in common areas;
 - Energy star appliances in all units;
 - Programmable thermostats; and
 - Adaptable housing compliance.
 - Further sustainability features will be investigated as part of the Development Permit review.
- *Accessibility/Aging-In-Place:* Aging-in-place measures (e.g., lever door handles, blocking to bathroom walls, operable windows) will be provided in both the apartment units proposed on the second floor (excluding the housekeepers unit in the larger of the proposed apartments).
 - During the Development Permit review, the potential for adaptable housing will be identified in accordance with the BC Building Code's Adaptable Unit Criteria and the Richmond Zoning Bylaw's Section 4.16, Basic Universal Housing Criteria.
 - *CPTED:* Possible areas of concealment have been eliminated with the incorporation of window and balcony location to facilitate casual surveillance opportunities for the site.
 - As part of the building permit submission, a lighting plan for pedestrian entrances, access walkways and parking access aisles will be provided to ensure uniform levels of coverage and security.
 - *Affordable Housing:* The Affordable Housing Strategy requires a cash-in-lieu contribution of \$4.00 per square foot of the total residential building area for apartment developments involving 80 or less residential units. Based on the floor area proposed for this project, a cash-in-lieu contribution of approximately \$51,340 would be provided.
 - *Amenity Space:*
 - The project is largely exempt from the provision of indoor amenity space or cash-in-lieu contribution, as 4 of the six units are larger than 148 sq. m. The two units would require a total contribution of \$2,000 contribution in lieu of actual facilities being provided, based on OCP requirements and Council Policy.
 - No outdoor amenity space has been provided for this small-scale mixed use development, consistent with the dense urban character of existing development in the Moncton Street and Core Area sub-zones of Steveston Village.
 - The proposed apartment residential units would all feature private balconies, and the two two-storey units on the east would have patio areas at the same grade as the building

entrance. The two-storey units and the apartment shown at the south-east corner of the second floor would also have access to private roof decks.

Transportation:

- A 4m x4m corner cut at Bayview and 3rd Avenue will be dedicated to enhance pedestrian safety.
- Frontage improvements to Bayview Street and 3rd Avenue apply including sidewalk, boulevard, and on-street parking. The design submitted by the owner illustrates the creation of 8 angle parking stalls on the Bayview Street frontage of the site.
- The Transportation section has reviewed the design and supports the proposal for angle parking in this location. It should be noted that the current configuration of the street in this location is a 'no-parking' area for a loading zone for the former EA Towns building. The conversion of the loading zone to angle parking would create 8 new spaces, and no loss of existing parallel parking on adjacent streets.
- To maintain the character of the lanes in accordance with the Steveston Village Conservation Strategy, minimal upgrades will be required (e.g., no curb and gutter with paving up to the building). Transportation staff recommends incorporating the lighting into the building to preserve the historic condition of the lane. Lanes in Steveston Village will be assigned as permit parking spaces to local businesses.
- Under the proposed ZMU22 zone and the Steveston Village Conservation Strategy, commercial parking may be reduced by up to 33%. Subsequent to the adoption of the Strategy, concerns have been raised about the potential impacts of this reduction in required on-site parking. The proposed design illustrates that the project exceeds the minimum required residential parking requirements of the Zoning Bylaw, and meets the proposed requirements for off-street non-residential parking.
- The Transportation Division has advised staff that the preliminary analysis of potential streetscape improvements in the Steveston Village could result in approximately 50 new on-street parking spaces on Chatham Street and 25 new spaces on Bayview Street. With the potential for 75 additional on-street parking spaces in the Steveston Village, staff is of the opinion that the proposed reduction in commercial parking will have minimal impacts on the surrounding streets.
- A private access easement is being negotiated between the property owners of 3420 Moncton Street and the subject property at 3531 Bayview Street to provide access through the subject site from 3rd Avenue to the rear of the commercial property at 3420 Moncton Street. Historically, access to the rear of the property at 3420 Moncton Street has been provided through the subject site. Staff has requested that the owner enter into an easement with the adjacent property owner to ensure access is maintained. This proposed easement would be registered over the existing municipal statutory right-of-way for utilities, and would be 3.0 m wide and 18.6 m long.
- An angled crosswalk will be required across Bayview Street at the intersection of 3rd Avenue and Bayview Street. The incorporation of stamped asphalt material is to be provided for the frontage and new crosswalk.
- Bicycle parking as shown meets bylaw requirements.
- All accessible ramps to have a maximum grade of 5%.

Engineering:

Sanitary Sewer / Water Upgrades:

- No upgrades are required to sanitary sewer or water system for this application.
- The existing Sanitary Right of Way at the north side of the property (at 3rd Avenue frontage) must be retained to maintain sanitary service to 3400 and 3420 Moncton Street.

Storm Sewer Upgrades:

- An existing concrete box culvert is located within the 5m wide statutory right-of-way along Bayview Street. A strategy for retention should be prepared

Dike Issues :

- A 5.0 m statutory right-of-way over the south portion of the site is required for dike access and maintenance.

Technical Considerations for Development Permit/Building Permit Stage:

- The site is well-situated and accommodates fire-fighting requirements.
- An internal recycling and garbage room with direct exterior access (to the lane at the east property line) has been provided.
- Full code analysis and technical permitting issues will be clarified during the DP and BP stages.

Details of Rezoning Considerations are provided in **Attachment 6**.

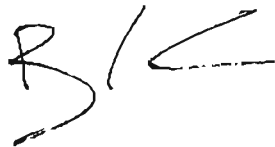
Financial Impact

None.

Conclusion

Staff recommend support for this application. The proposal is generally in conformance with the policies and guidelines of the *Steveston Area Plan* and complies with the terms of the proposed Steveston Conservation Area (SC3) Core Area zone. Staff recommend that Bylaw 8780 be introduced and given first reading.

Barry Konkin
Planner 2
(604-276-4279)



BK:cas

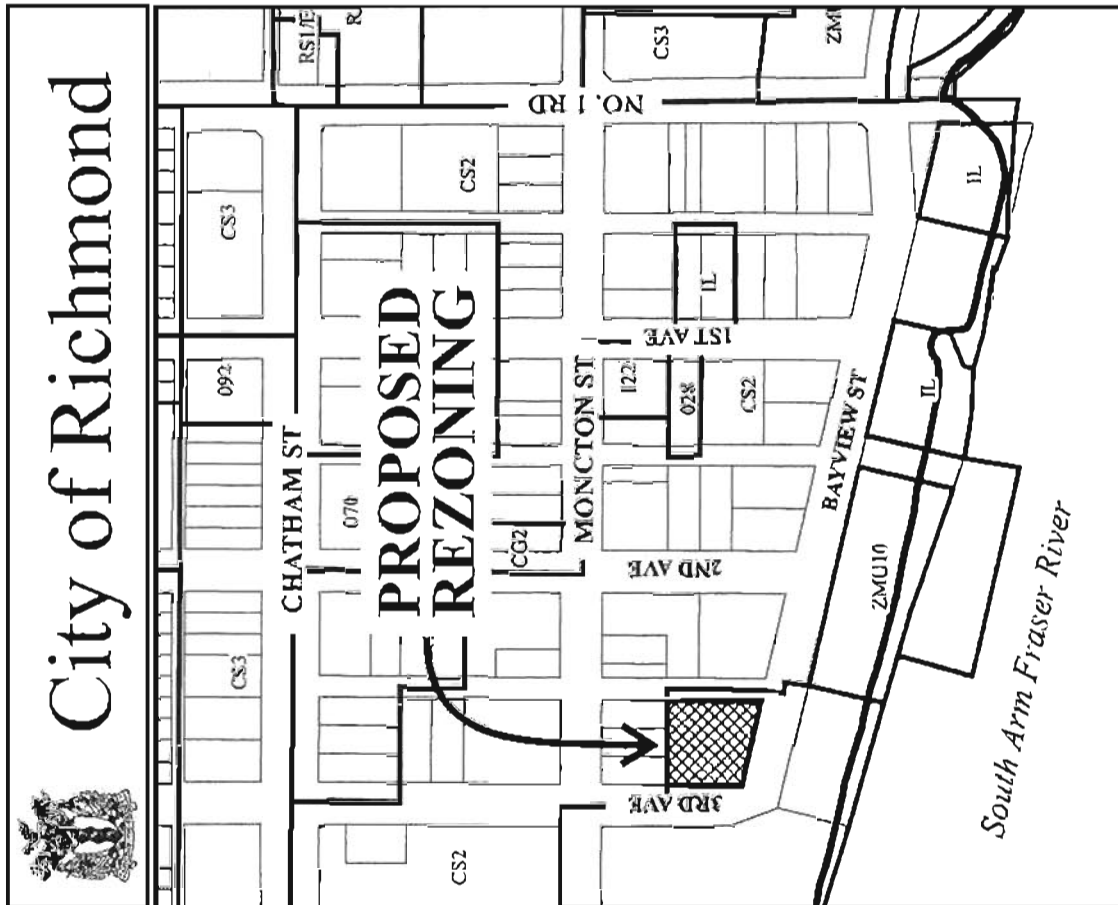
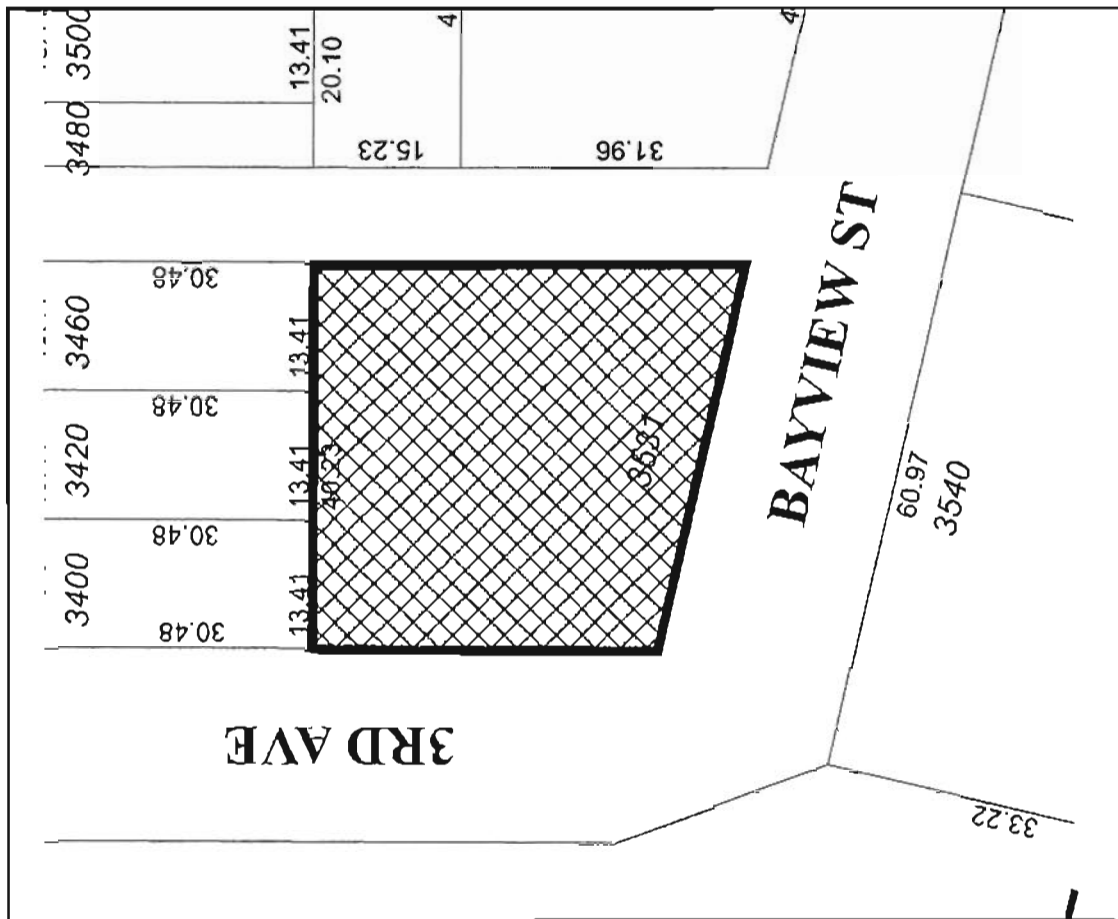
Attachment 1:	Location Map
Attachment 2:	Building Proposal
Attachment 3:	Development Application Data Sheet
Attachment 4:	Correspondence Received
Attachment 5:	Steveston Policy Requirements Table
Attachment 6:	Rezoning Considerations



RZ 12-615239

RZ 12-615239

Note: Dimensions are in METRES



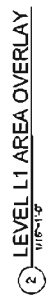


RZ 12-615239

Original Date: 08/07/12

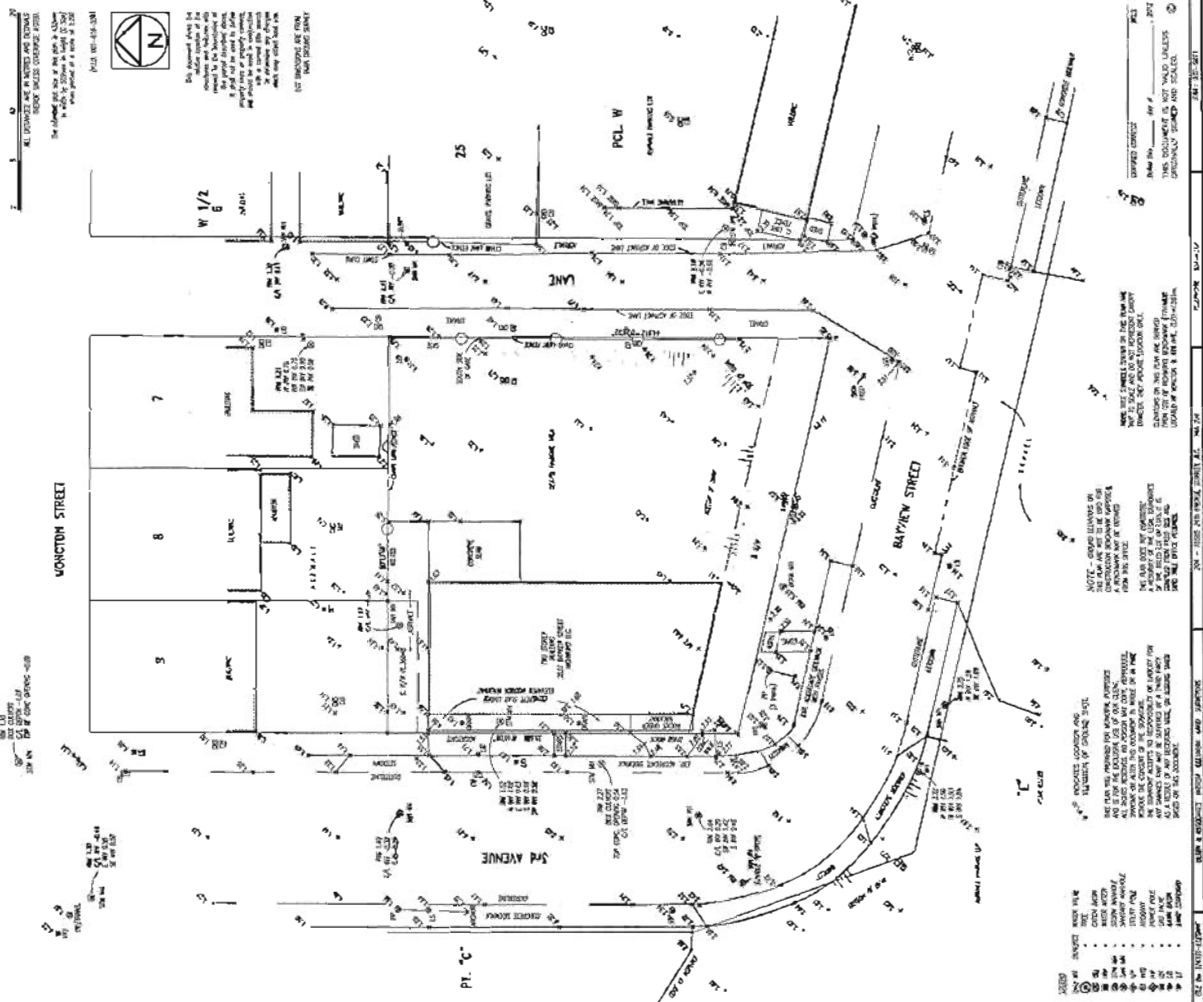
Amended Date:

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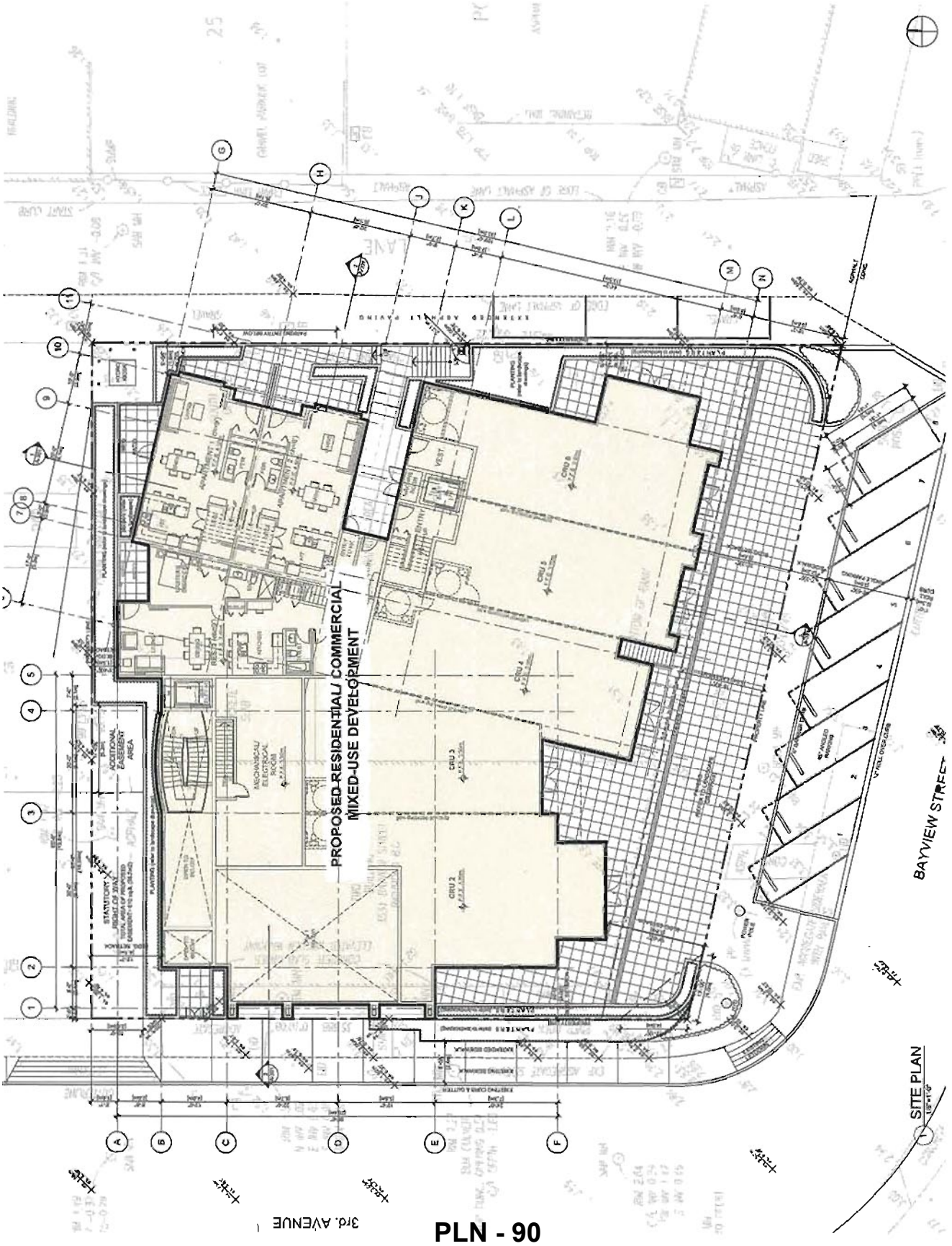


Garage Plot Area: 1,050 SQ. FT.

Garage Plot Area: 1,350 SQ. FT.



NOTE:



1	OWNER	Penta Bayview Holdings Ltd.
2	ARCHITECT	cotter architects
3	ENGINEER	Bayview Engineering Inc.
4	LANDSCAPE ARCHITECT	Bayview Landscape Architects Inc.
5	PLANNING	Bayview Planning Inc.
6	ENVIRONMENTAL	Bayview Environmental Inc.
7	LEGAL	Bayview Legal Inc.
8	FINANCIAL	Bayview Financial Inc.
9	MARKETING	Bayview Marketing Inc.
10	CONSTRUCTION	Bayview Construction Inc.
11	OPERATIONS	Bayview Operations Inc.

cotter
architects
8511-1550-023 JARVIS AVENUE, 2ND FLOOR
SCARBOROUGH, ONTARIO M1V 4Y4
TEL: (416) 291-1111 FAX: (416) 291-1112
WWW.COTTERARCHITECTS.COM

BAYVIEW
RESIDENTIAL / COMMERCIAL
MIXED USE DEVELOPMENT
8511 Bayview Street
Scarborough, ON

Penta Bayview Holdings Ltd.

DATE	NOV 14 2014
BY	ARCHITECT
FOR	OWNER
PROJECT NO.	14-001
SHEET NO.	1 OF 1

SITE PLAN

A-101

PLN - 90

3rd AVENUE

SITE PLAN

BAYVIEW STREET

NOTES:

1	GENERAL NOTES
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	REVISIONS
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cotter
ARCHITECTS

4115-1200 NO. 1000, WASHINGTON, DC 20002
703.555.1111 FAX 703.555.1112
WWW.COTTERARCHITECTS.COM

PROJECT
BAYVIEW

RESIDENTIAL / COMMERCIAL
MIXED USE DEVELOPMENT
3531 Bayview SE
Rockville, MD

OWNER
Penta Bayview Holdings Ltd

DATE
10/10/2018

BY
J. BAYVIEW

CHECKED BY
J. BAYVIEW

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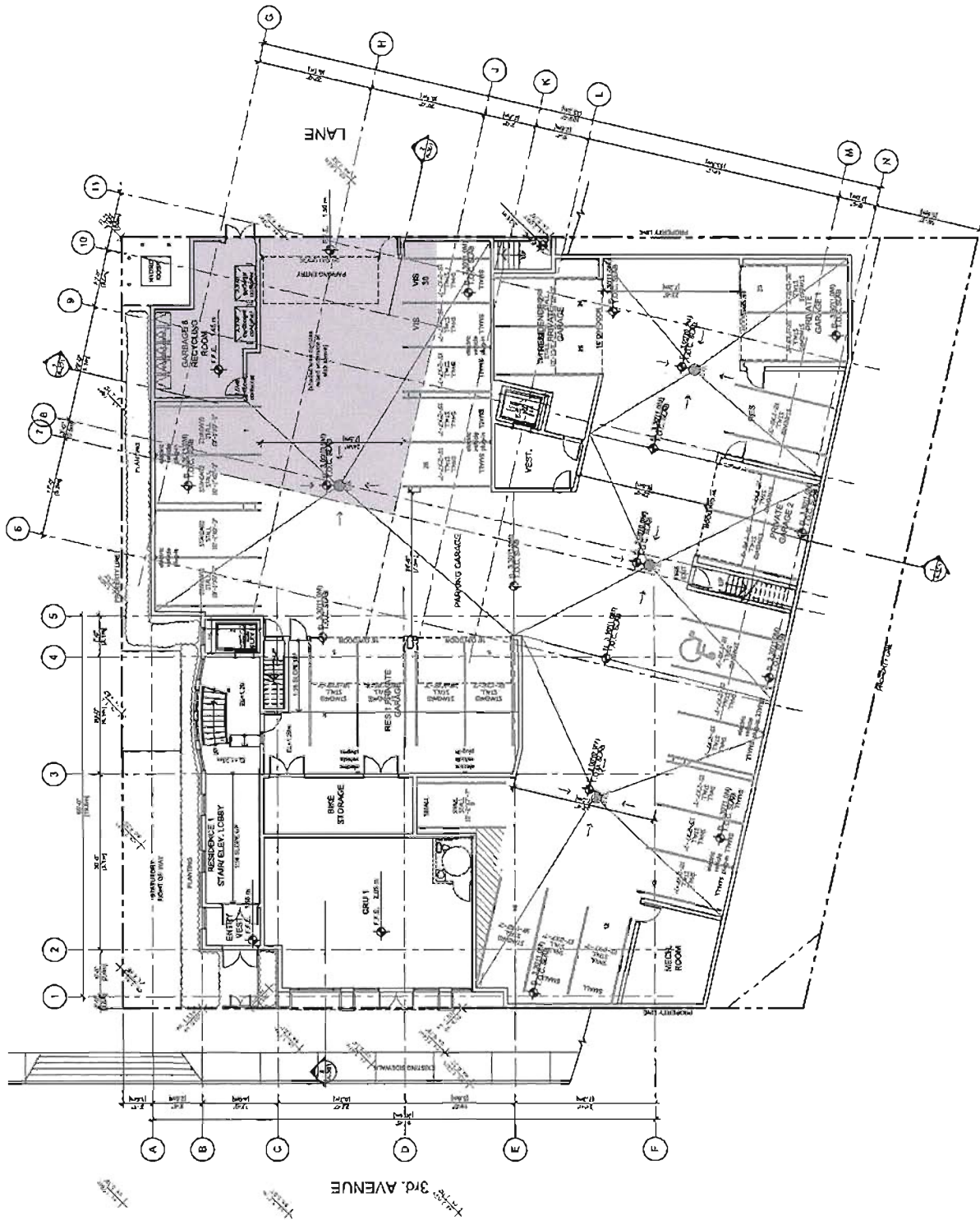
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DATE
10/10/2018

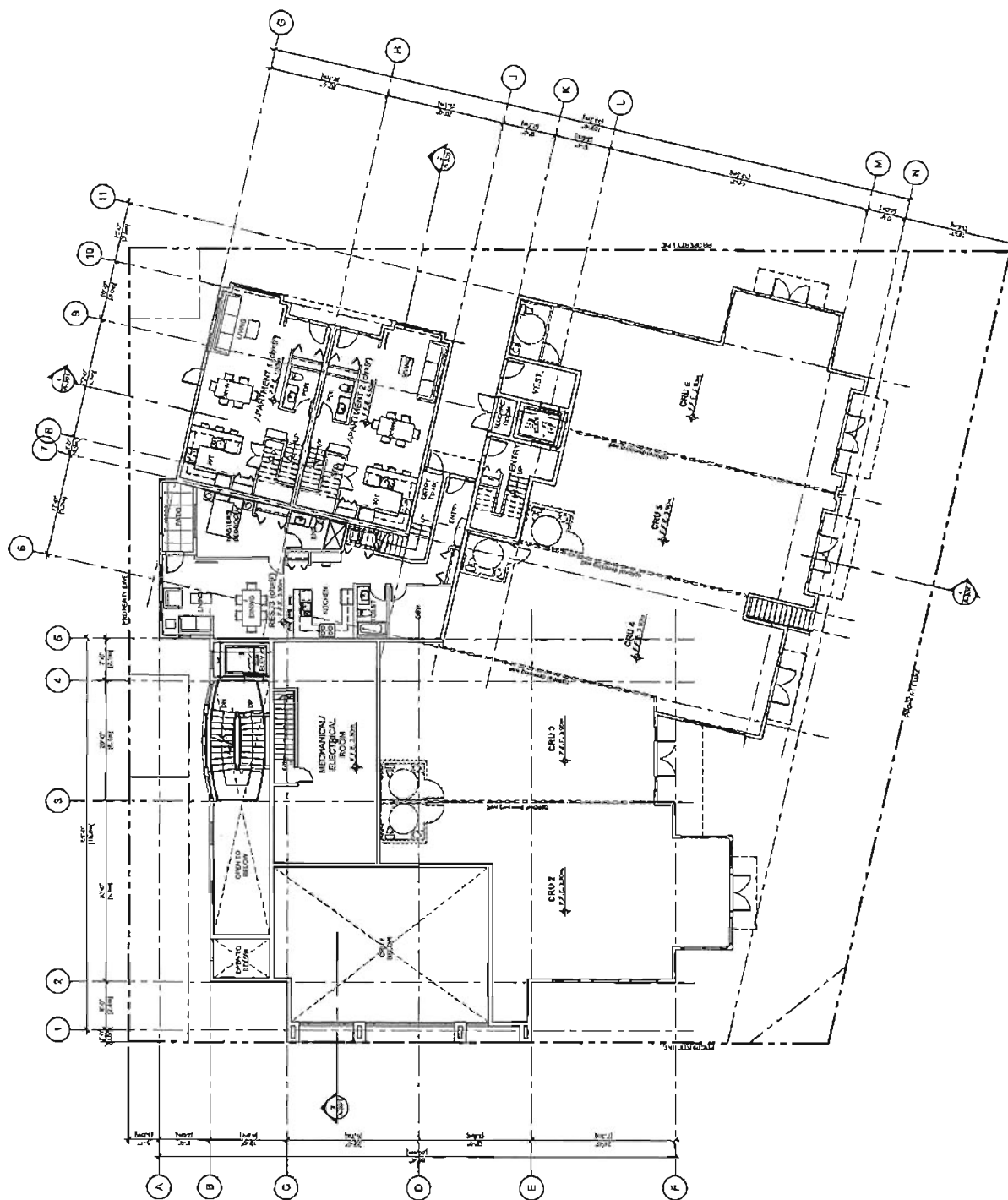
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J. BAYVIEW

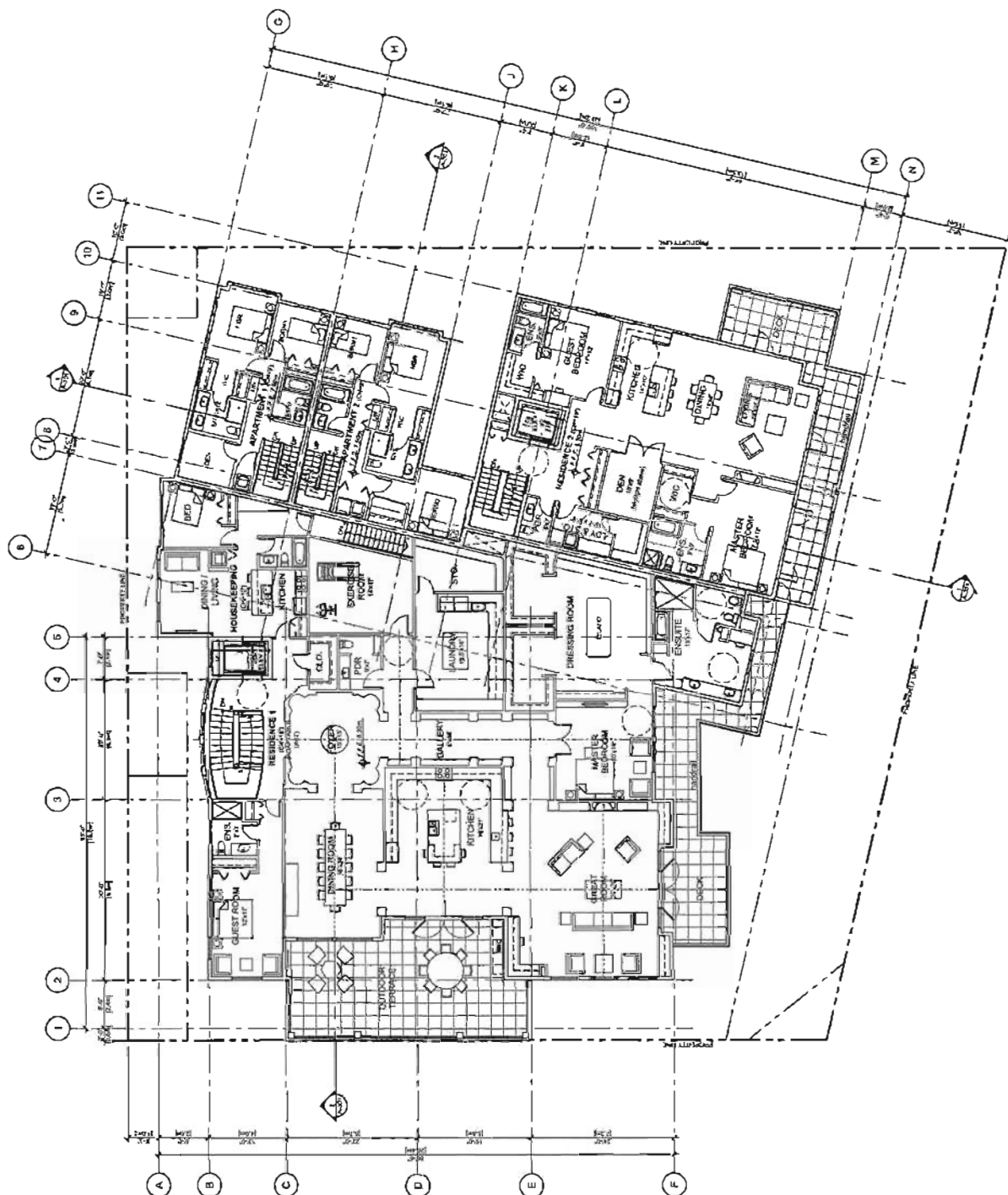
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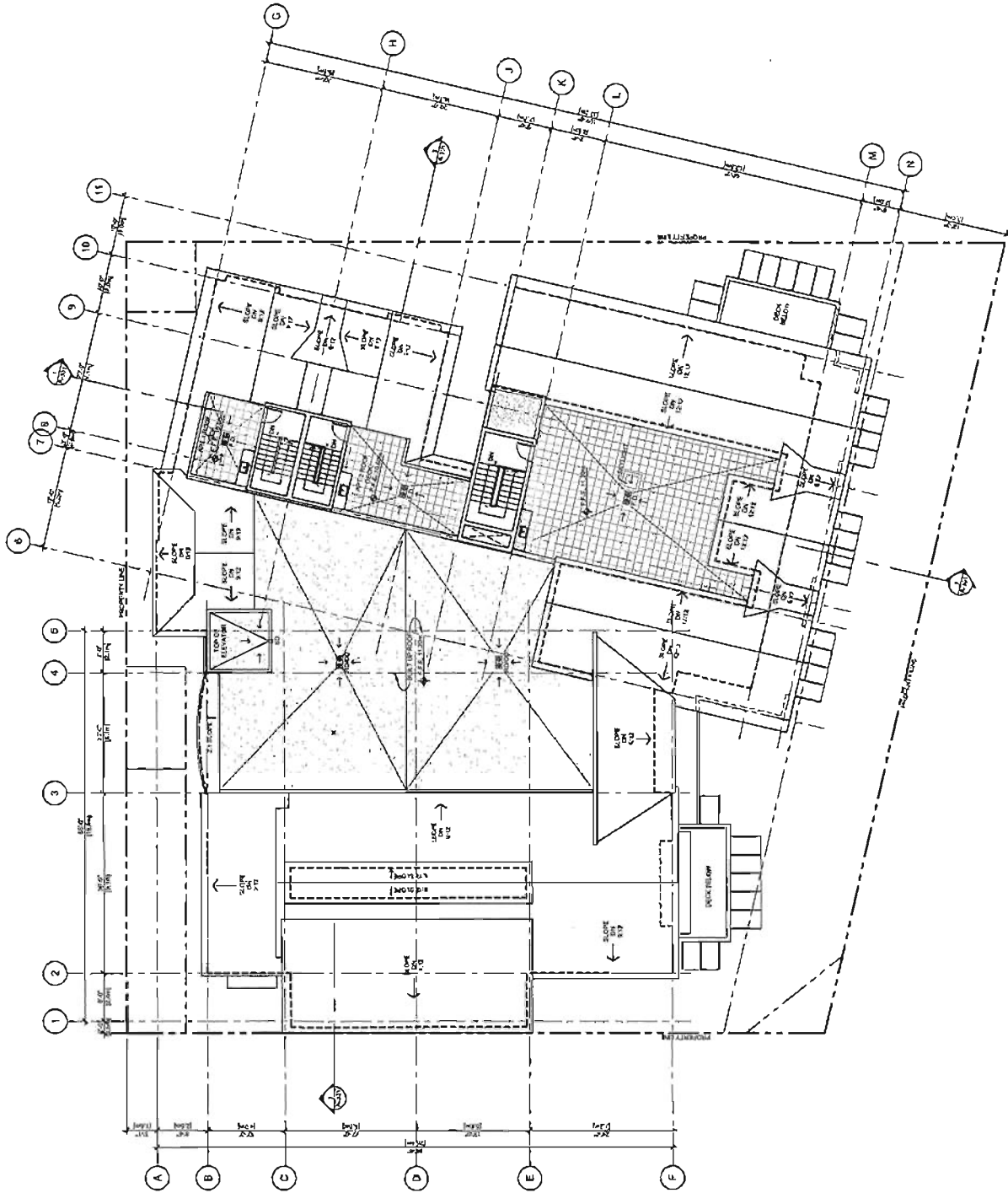


① LEVEL P1
1/8"=1'-0"





NOTES:



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2018.08.01
2	ISSUED FOR CONSTRUCTION	2018.08.01
3	ISSUED FOR CONSTRUCTION	2018.08.01
4	ISSUED FOR CONSTRUCTION	2018.08.01
5	ISSUED FOR CONSTRUCTION	2018.08.01
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10	ISSUED FOR CONSTRUCTION	2018.08.01
11	ISSUED FOR CONSTRUCTION	2018.08.01

cotter
ARCHITECTS
4015-11300 RD. 10000, RICHMOND, BC V6X 5P7
TEL: 604.271.1130 FAX: 604.271.1131
WWW.COTTERARCHITECTS.COM

BAYVIEW
RESIDENTIAL / COMMERCIAL
MIXED USE DEVELOPMENT
10000 BAYVIEW RD. S. UNIT 100
RICHMOND, BC

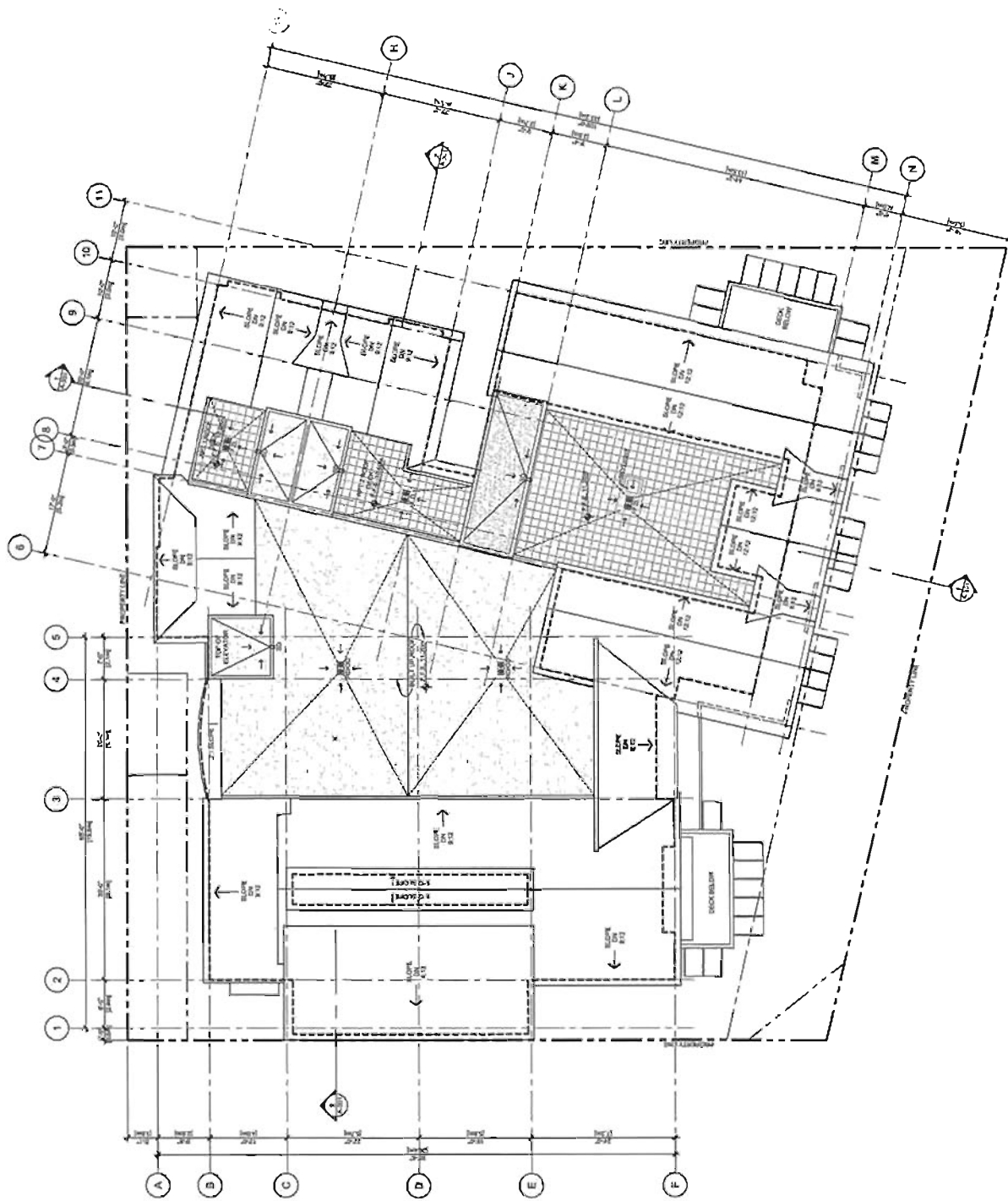
Owner: Pentia Bayview Holdings Ltd.

Project: 10000 BAYVIEW RD. S. UNIT 100
RICHMOND, BC

DATE	DESCRIPTION
2018.08.01	ISSUED FOR PERMIT
2018.08.01	ISSUED FOR CONSTRUCTION
2018.08.01	ISSUED FOR CONSTRUCTION
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2018.08.01	ISSUED FOR CONSTRUCTION

LEVEL 3 ROOF DECK

Sheet No.	A-114
Scale	1/8"=1'-0"



1. PROJECT NAME	2. PROJECT ADDRESS
3. PROJECT LOCATION	4. PROJECT DATE
5. PROJECT DESCRIPTION	6. PROJECT DRAWN BY
7. PROJECT CHECKED BY	8. PROJECT APPROVED BY
9. PROJECT SCALE	10. PROJECT SHEET NO.
11. PROJECT SHEET TOTAL	12. PROJECT SHEET COUNT

cotter
ARCHITECTS

4011 LEXINGTON AVENUE, SUITE 200, VANCOUVER, BC V6L 2K1
TEL: 604.681.1111 FAX: 604.681.1112 WWW.COTTERARCHITECTS.COM

BAYVIEW

RESIDENTIAL / COMMERCIAL
MIXED USE DEVELOPMENT
2531 Bayview Street
Richmond, BC

Client: Penta Bayview Holdings Ltd.

Project: BAYVIEW

DATE	10/11/2011
BY	10/11/2011
CHECKED	10/11/2011
APPROVED	10/11/2011
SCALE	1/8" = 1'-0"
SHEET NO.	10/11/2011
SHEET TOTAL	10/11/2011

ROOF PLAN



MATERIAL LEGEND

- ### **MATERIAL LEGEND**
- | | | | |
|----|------------------------------|----|------------------------------|
| 1 | SHINGLE ROOFING | 10 | STEEL FRAMES AND METAL DOORS |
| 2 | WALL PLY CLADDING | 11 | PAINTED SINK FURNISH |
| 3 | WOOD SHINGLES | 12 | METAL LOCKERS, GRILLS |
| 4 | SHINGLE Siding | 13 | WALL MOUNTED DESK LIGHTING |
| 5 | WALL PLY, JERRY HOLE | 14 | WOOD CONCRETE EXPANDED |
| 6 | WOODSHED, JAMES HOLE | | |
| 7 | BOARD & BATTEN | | |
| 8 | WOOD SHINGLES | | |
| 9 | WALL PLY CLADDING | | |
| 10 | STEEL FRAMES AND METAL DOORS | | |
| 11 | PAINTED SINK FURNISH | | |
| 12 | METAL LOCKERS, GRILLS | | |
| 13 | WALL MOUNTED DESK LIGHTING | | |
| 14 | WOOD CONCRETE EXPANDED | | |

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233-11360 NO. 5 BOARD, BIRMINGHAM, NC V7A JUF
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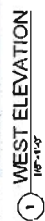
RESIDENTIAL / COMMERCIAL
TAXED USE DEVELOPMENT
\$531 Bayview Street
Richmond, BC

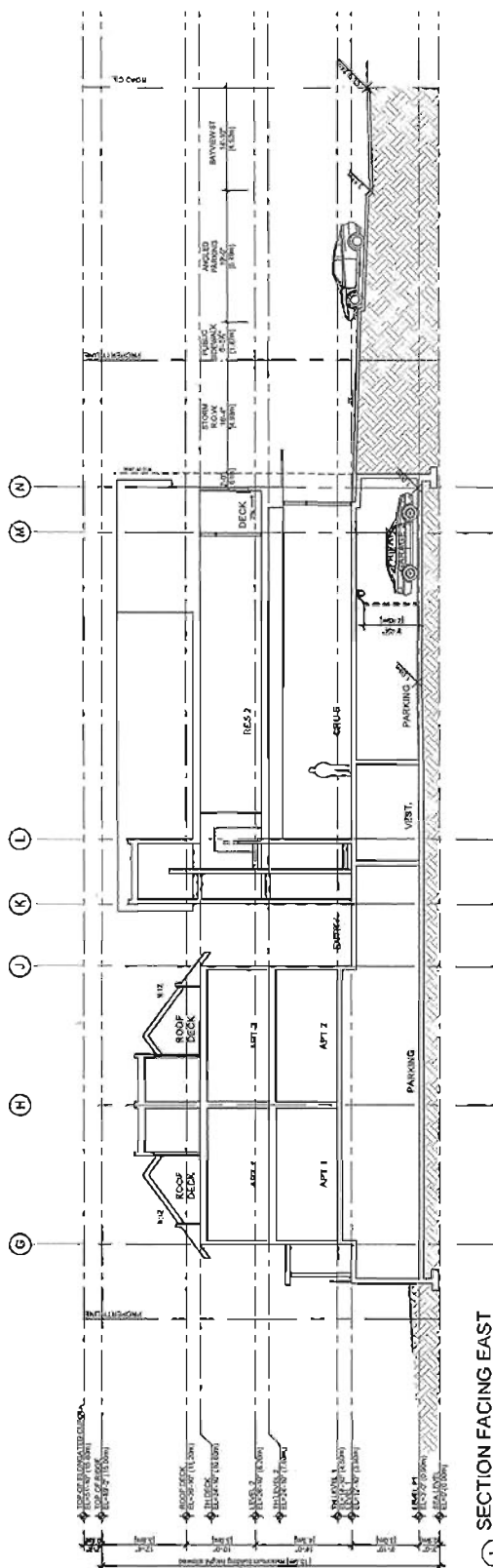
Open to Bayview Holdings Ltd.

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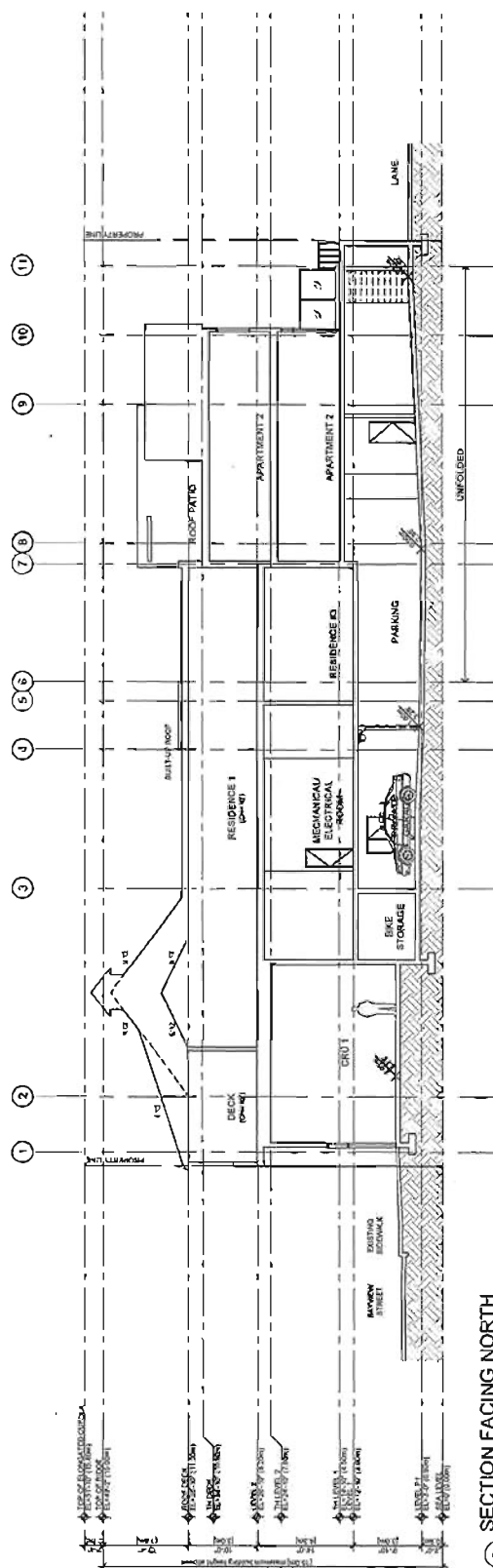
BUILDING ELEVATIONS

A-201





SECTION FACING EAST
1/8" = 1'0"



SECTION FACING NORTH

Q	DATE	DESCRIPTION	AMOUNT
1	1/1/20	OPENING BALANCE	
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cotter
ARCHITECTS

BAYVIEW
RESIDENTIAL / COMMERCIAL
MAXED USE DEVELOPMENT
5531 Bayview Street
Richmond, BC.

Denta Bayview Holdings Ltd

When someone is a cop, he knows the 13 best places to look for a suspect. But he won't tell you where to look for a suspect who isn't a cop.

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1.00	
0.50	
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0.01	
0.00	

BUILDING SECTIONS

A-301





City of Richmond

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

Development Application Data Sheet

RZ12-615239

Attachment 3

Address: 3531 Bayview Street

Applicant: Cotter Architects Inc.

Planning Areas: OCP-Steveston Plan – Steveston Village Sub-Area "Core Area"

	Existing	Proposed
Owner:	Penta Bayview Holdings Ltd.	No change
Site Size (m ²):	1,619 sq. m (17,426 sq.ft)	1,611 sq. m (17,342 sq.ft) after dedication
Land Uses:	Vacant site	2-storey mixed-use building over a partially in-ground parking structure
OCP Designation:	Neighbourhood Service Centre	Neighbourhood Service Centre
Area Plan Designation:	Heritage Mixed Use (Commercial-Industrial with Residential & Office Above)	Heritage Mixed Use (Commercial-Industrial with Residential & Office Above)
702 Policy Designation:	NA	NA
Zoning:	Light Industrial (IL)	ZMU22 – Commercial Mixed - Use Steveston Commercial
Number of Units (Commercial)	Vacant site	6 Commercial units including Retail
Number of Units (Residential)	Vacant site	6 Residential
Other Designations:	NA	NA

Existing Parcel	Bylaw Requirement ZMU22	Proposed ZMU22 Mixed Use	Variance
Density (units/acre):	NA	NA	NA
Floor Area Ratio:	1.2	1.18 FAR	none
Lot Coverage – Building:	70%	67%	none
Lot Size (min. dimensions):	NA	NA	none
Setback – Front Yard (m) 3 rd Avenue:	0 m	0 m	none

Existing Parcel	Bylaw Requirement ZMU22	Proposed ZMU22 Mixed Use	Variance
Setback –Side & Rear Yards (m):	Rear (east) 0 m Side (north) 1.5 m Side (south) 5.6 m (determined by existing SRW (for Utilities)	Rear (east) 0 m Side (north) 1.5 m Side (south) 5.6 m (determined by existing SRW (for Utilities)	none
Height (m):	15 m GSC (2 and 3 Storeys)	15 m GSC (2 and 3 Storeys)	none
Off-street Parking Spaces - Residential (R) / Visitor (V)*:	11 spaces (R 1 spaces (V) (shared with commercial)	11 spaces (R 1 spaces (V) (shared with commercial)	none
Commercial (C)	18	18	
Off-street Parking Spaces – Total:	30 spaces	30 spaces	Variance: None
Amenity Space – Indoor:	Cash In Lieu	Cash In Lieu	none
Amenity Space – Outdoor:	N/A	N/A	N/A

*NOTE – The commercial parking provided would meet the requirements under the 33% reduction permitted through the Steveston Village Conservation Strategy.



ATTACHMENT 4
TO: MAYOR & EACH
COUNCILLOR
FROM: CITY CLERK'S OFFICE



PC: Wayne
Craig -
for approval
Action

PC: Joe
Erceg for
Info.

December 17, 2012

Mayor and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

PHOTOCOPIED

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& DISTRIBUTED

Dear Mayor and Council,

Recently the Board of Directors of the Gulf of Georgia Cannery Society had the opportunity to review the development proposal for 3531 Bayview Street in Steveston. We make a commitment in our annual business plan to take a leadership role in working with the City of Richmond, developers and other community groups to preserve and promote the character of Steveston Village and consider this an important part of our mandate.

At our board meeting last week this development proposal was discussed and we would like to advise you that the Gulf of Georgia Cannery Society agrees in principle with the project as presented, subject to scale drawings and final designs. We will continue to participate in any meetings that are held regarding the development of the site and will provide further input when there is an opportunity for public comment.

Sincerely,

Kimberley Evans, Chair

TO: MAYOR & EACH
COUNCILLOR
FROM: CITY CLERK'S OFFICE

		INT
	DW	
✓	MJ	mb
	DB	



8060-20-8780

January 18, 2013

Mayor and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Mayor and Council,

Recently the Board of Directors of the Britannia Heritage Shipyard Society had the opportunity to review the development proposal for 3531 Bayview Street in Steveston. We make a commitment in our annual business plan to take a leadership role in working with the City of Richmond, developers and other community groups to preserve and promote the character of Steveston Village and consider this an important part of our mandate.

At our board meeting, this development proposal was discussed and we would like to advise you that the Britannia Heritage Shipyard Society agrees in principle with the project as presented, subject to scale drawings and final designs. We will continue to participate in any meetings that are held regarding the development of the site and will provide further input when there is an opportunity for public comment.

Sincerely,

Bob James
Chair
Britannia Heritage Shipyard Society
604-718-8038

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JAN 29 / 2013
W.

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PLN - 103





STEVESTON COMMUNITY SOCIETY

4111 Moncton Street, Richmond, BC V7E 3A8

Tel: 604-238-8080 Fax: 604-718-8096

Salmon Festival Tel: 604-238-8094

stevestoncommunitysociety.com

stevestonsalmonfest.ca

TO: MAYOR & EAC
COUNCILLOR
FROM: CITY CLERK'S OFFICE

PC: Wayne Craig for
Appropriate action.

		INT
	DW	
✓	MJ	
	DB	

8060-20-8780

January 21, 2013

Mayor and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Mayor and Council;

RE: Development proposal for 3531 Bayview Street

The Steveston Community Society Board of Directors had the opportunity to review the development proposal for 3531 Bayview Street, at our meeting of December 20, 2012. The proposal was discussed in detail, and a resolution was passed to agree in principle with the project design. The Board was very pleased with the overall design and that it will be a positive new addition to the landscape in Steveston.

Thank you for this opportunity to provide input to this important development in our community. We will continue to participate in any meetings that are held regarding the development of the site, and will offer additional feedback should there be further calls for public comment.

Sincerely,

Jim Kojima, President
Steveston Community Society

PHOTOCOPIED

JAN 29/2013
W.

& DISTRIBUTED



STEVESTON POLICY REQUIREMENTS

Issue	Assessment
Dike Elevation	<ul style="list-style-type: none"> City of Richmond may increase dike height in future Commercial slab to be set at 3.9 m GSC Parking slab to be no higher than 1.4 m GSC. Proposal complies with general objectives for elevation and road grade
Grade	<ul style="list-style-type: none"> Maintain existing grade at North Property Line for purposes of setting height envelope Set Finished Floor Level of Commercial on Bayview at 3.9 m GSC Proposal complies
Height	<ul style="list-style-type: none"> Maintain height and number of storeys as per requirements of Steveston Village Conservation Area Zone and OCP 2 storeys and 12 m max proposed at South Building Face (Bayview Street) Parking included as a storey Parking is located partially below grade Envelope – Bayview/South BF: 12m max from 4.0m Finished Floor Level of Commercial fronting on Bayview Street at South Building Face Envelope - North PL: 15 m GSC from 1.4 m GSC datum
Site Planning	<ul style="list-style-type: none"> Site planning should read as if there were different building blocks, with distinct massing, roof detail, etc. Proposal complies
Streetwall (2 or 3 storey)	<ul style="list-style-type: none"> Design development to streetwall to reflect historic land use and lot pattern Streetwall to incorporate a sense of connection with depth of uses behind Streetwall to be reviewed in relation to limited range of bold massing blocks, distinctive materials, and window design and handling Further design development of Bayview Elevation and 3rd Avenue Elevation to occur at DP Stage
Materials	<ul style="list-style-type: none"> Reflect historic Steveston typology in the handling of streetwalls and cladding materials/detailing. Analyse Gulf of Georgia Cannery site planning, massing and architectural details/materials. Project generally complies Cladding, railings, cornices, parapets, windows, etc. to be further reviewed at DP stage
Roof Profile	<ul style="list-style-type: none"> Roof profile to be compatible with existing heritage structures in the Village. A variety of roof profiles can be used, including flat roof with false front to street. Proposed pitched roof and slope generally complies Design development to occur at Development Permit stage
Massing	<ul style="list-style-type: none"> Project generally reads as a two storey building on Bayview, and three storeys on the north (rear)
FAR Density Incentive	<ul style="list-style-type: none"> Not applicable – density is 1.18. No contribution required
Contributions	<ul style="list-style-type: none"> Affordable Housing Amenity Space

REZONING CONSIDERATIONS

Prior to final adoption of Zoning Amendment Bylaw No. 8780, the developer is required to complete the following:

1. Registration of a legal agreement on title identifying that the proposed development must be designed and constructed in a manner that mitigates noise from potential commercial activity on the ground floor within the proposed dwelling units. Dwelling units must be designed and constructed to achieve:

- a) CMHC guidelines for interior noise levels as indicated in the chart below:

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

- b) the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard for interior living spaces.
2. Resolution of dike issues, including:
 - a) Registration Statutory right-of-way (SRW) for Dike and Utilities, an agreement granting the City permission and access to maintain or remove City infrastructure and privately owned encroaching structures, and to complete any dike upgrades that the City may require;
 - b) Approval from the Ministry of Environment (Inspector of Dikes) if required; and
 - c) The Owner shall be responsible for on-site restoration and grade transition works to provide an appropriate interface between the development and any future higher dike.
3. Registration of a flood indemnity / flood plain covenant on title.
4. Registration of a cross-access easement and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the north west portion of the site in favour of 3420 Moncton Street.
5. Contribution of \$2,000 in-lieu of on-site indoor amenity space.
6. City acceptance of the developer’s offer to voluntarily contribute \$4.00 per buildable square foot for apartment units (\$51,340) to the City’s affordable housing fund.
7. The submission and processing of a Development Permit* and Heritage Alteration Permit completed to a level deemed acceptable by the Director of Development.
8. 4 m by 4 m road dedication (truncation) at the south-west corner.
9. Enter into a Servicing Agreement* for the design and construction of all road works and infrastructure on Bayview Street, 3rd Avenue, and the lane to the east of the site. Works include, but may not be limited to

- a) *Frontage Improvements:*

- *Bayview Street:* Works include installation of a 2m sidewalk along the property line edge from Third Avenue east to Second Avenue, removing the partial existing sidewalk. The balance of the area out to the curb is to be a grassed boulevard with no trees. The remainder of the frontage area to the existing curb is to be landscaped boulevard, curb and gutter. A 2.5m wide layby for vehicular parking is to be created along Bayview St. with appropriate clearances from the lane and 3rd Ave. Extension of sidewalk along the frontage of the adjacent property at 3711 Bayview Street is required, but is subject to public consultation by the Transportation Division, and determination of the ultimate road cross section and street design in this location.
- *Third Avenue:* new concrete sidewalk at Property Line (2.0m) remainder to existing curb location to be landscaped boulevard with new curb and gutter with a 2.5m parking bay constructed. The curb extension at the corner of Bayview Street./3rd Avenue is supported, however a turning template for a truck making the right turn from Bayview Street to 3d Avenue is to be submitted indicating the wheel path does not cross over the centre lane into opposing traffic.
- *Lane Works:* To maintain the character of the Lanes in accordance with the Steveston Village Conservation Program, minimal upgrades will be required. The lane will require paving up to the new Property Line with new asphalt. No curb and gutter or sidewalk will be required. Laneway lighting is required. Staff recommend incorporating the lighting into the building to preserve the historic condition of the lane.
- A crosswalk will be required across Bayview Street at an angle at the intersection of 3rd Avenue/Bayview Street. This will require frontage works across the street at the Steveston Harbour Authority parking area. The exact location of the sidewalk and design and construction of frontage improvements to be part of the servicing agreement to the satisfaction of the Director of Transportation. Stamped asphalt material should be used for the frontage and new crosswalk.
- All accessible ramps to have a maximum grade of 5%.

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

1. As part of the Building Permit Submission, the sustainability features listed below are to be detailed and included in the drawings submitted for the Building Permit stage:
 - Landscaping and permeable paving that may assist in diverting storm water run-off from the storm sewer system and reducing the urban heat island effect;
 - Reduction of fresh water use by specifying low flow fixtures and water efficient appliances, dual-flush toilets, low-flow faucets and shower heads;
 - Motion sensors and timers in public areas to reduce electricity consumption; efficient fixed lights, fans and heating equipment, with increased occupant control (heating zones within functional areas) to decrease energy consumption;
 - Low-e glazing to reduce heat gain; demolition/construction waste management to be implemented to divert waste from landfills; products made out of recycled material or with recycled content to be used where applicable and concrete with fly ash content to be specified where possible; locally/regionally harvested and manufactured products to be preferred throughout the project;

- Low emitting materials sealants, adhesives, paints, carpets and composite wood to be used where applicable;
 - Low albedo roofing to all flat surfaces;
 - Operable windows specified to contribute to the quality of the indoor environment; and
 - Further sustainability features will be investigated as part of the Development Permit review.
2. As part of the Development Permit review and Building Permit submission, aging-in-place and adaptability features (listed below) are to be detailed and included in the drawings during the Building Permit stage:
 - Aging-in-place measures (e.g., lever door handles, blocking to bathroom walls, operable windows) to be incorporated in all units; and
 - Single-level units with renovation potential identified which could be fully adaptable (e.g., corridor/door widths, fully accessible bathroom/bedroom, finishes) in accordance with the BC Building Code's Adaptable Unit Criteria and the Richmond Zoning Bylaw's Section 4.16, Basic Universal Housing Criteria.
 3. As part of the Building Permit submission, a lighting plan for pedestrian entrances, access walkways (including pedestrian SRW) and parking access aisles will be required to ensure uniform levels of coverage and security. All lighting fixtures are to be hooded and downcast to prevent ambient light pollution and located to minimize conflict with neighbouring single family dwellings
 4. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
 5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.
 All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.
 The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering,

drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9001 (RZ 12-615239)
3531 Bayview Street**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:

a. Inserting the following into the table contained in Section 5.15.1, after ZMU21:

Zone	Sum Per Buildable Square Foot of Permitted Principal Building
"ZMU22	\$4.00"

b. inserting the following into Section 20 (Site Specific Mixed Use Zones), in numerical order:

"20.22 Commercial Mixed Use (ZMU22) – Steveston Commercial

20.22.1 Purpose

The **zone** provides for **commercial**, residential and industrial **uses** in the Steveston Village.

20.22.2 Permitted Uses

- child care
- education
- education, commercial
- government service
- health service, minor
- industrial, general
- manufacturing, custom indoor
- office
- parking, non-accessory
- recreation, indoor
- restaurant
- retail, convenience
- retail, general
- service, business support
- service, financial
- service, household repair

20.22.3

Secondary Uses

- boarding and lodging
- community care facility, minor
- home business
- housing apartment

- service, personal
- studio
- veterinary service

20.22.4 Permitted Density

1. The maximum **floor area ratio** (FAR) is 1.0.
2. Notwithstanding Section 20.22.4.1, the reference to “1.0” is increased to a higher **density** of “1.2” if, if the **owner** pays into the **affordable housing reserve** the sum specified in Section 5.15 of this bylaw at the time **Council** adopts a zoning amendment bylaw to include the **owner’s lot** in the ZMU22 zone.
3. There is no maximum **floor area ratio** for **non-accessory parking** as a **principal use**.

20.22.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 70% for **buildings**.

20.22.6 Yards & Setbacks

1. The minimum north side **setback** is 1.5 m.
2. The minimum south side **setback** is 5.6 m.
3. There is no minimum east side **setback**.
4. There is no minimum west side **setback**.
5. **Building** front facades facing a public **road** shall not be set back from the public **road lot line**, except for the following elements:
 - a) there shall be a 1.5 m maximum **setback** of ground floor **building face** (to underside of floor or roof **structure** above), accompanied with support posts at the **front lot line**;
 - b) the entrance to a ground level public access or egress shall have a maximum width of 2.4 m, but shall not be more than 25% of facade width;
 - c) a recessed **balcony** opening shall have a maximum width of 2.4 m, and the total aggregate width shall be a maximum 25% of **lot width**; and
 - d) the aggregate area of all recesses and openings in items a), b), and c) shall not exceed a maximum of 33% of **building** facade as measured from the ground level to parapet cap by the facade width.

6. A **parking structure** may project into the **side yard** or **rear yard setback** up to the **property line**. Such encroachments must be landscaped or screened by a combination of trees, shrubs, ornamental plants or lawn as specified by a Development Permit approved by the **City**.

20.22.7 Permitted Heights

1. The maximum **height** for **buildings** is three **storeys** at the north face of the building and two storeys on the south face (Bayview Street) but not to exceed a **height** to roof ridge of 15.0 m Geodetic Survey of Canada (GSC) datum.
2. The maximum **height** for **accessory buildings** and **accessory structures** is 8.0 m Geodetic Survey of Canada (GSC) datum.

20.22.8 Subdivision Provisions/Minimum Lot Size

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

20.22.9 Landscaping & Screening

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

20.22.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0. except that:
 - a) Required **parking spaces** for residential **use** visitors and non-residential **uses** may be shared; and
 - b) On-site **vehicle** parking shall be provided at the following rate:
 - i) non-residential **uses** – on-site parking requirements contained in this bylaw are reduced by 33%;
 - ii) residential **uses** - 1.3 spaces per **dwelling unit**; and
 - iii) residential visitors - 0.2 space per **dwelling unit**.

20.22.11 Other Regulations

1. For **housing, apartment**, no portion of the **first storey** of a **building** within 9.0 m of the **lot line abutting a road** (excluding a **lane**) shall be used for residential purposes.

- 2. For **housing, apartment**, an entrance to the residential **use** or parking area above or behind the commercial space is permitted if the entrance does not exceed 2.0 m in width.
 - 3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply.
 - 4. Signage must comply with the City of Richmond’s Sign Bylaw No. 5560, as amended, as it applies to development in the Steveston Commercial (CS2) zone.”
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **COMMERCIAL MIXED USE (ZMU22) – STEVESTON COMMERCIAL**
- P.I.D. 001-618-555
Lot "A" (Y60944E) Block 6 Section 10 Block 3 North Range 7 West New Westminster District Plan 249
3. This Bylaw is cited as “**Richmond Zoning and Development Bylaw 8500, Amendment Bylaw No. 9001**”.

FIRST READING	_____
A PUBLIC HEARING WAS HELD ON	_____
SECOND READING	_____
THIRD READING	_____
OTHER REQUIREMENTS SATISFIED	_____
ADOPTED	_____
_____	_____
MAYOR	CORPORATE OFFICER





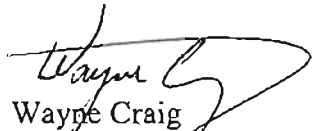
City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee
From: Wayne Craig
Director of Development
Date: February 4, 2013
File: RZ 10-523713
Re: **Proposed Amendments to the Light Industrial (IL) Zoning District and Application by Berane Construction Ltd. for Rezoning at 16360 River Road from Golf Course (GC) to Light Industrial (IL)**

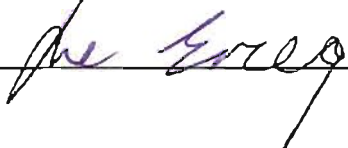
Staff Recommendation

That Bylaw 8998, to amend the "Light Industrial (IL)" zoning district and to rezone 16360 River Road from "Golf Course (GC)" zoning district to the amended "Light Industrial (IL)" zoning district, be introduced and given first reading.



Wayne Craig
Director of Development

WC:ke
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Community Bylaws	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
Real Estate Services	<input checked="" type="checkbox"/>	

Staff Report

Origin

Berane Construction Ltd has applied to the City of Richmond to rezone 16360 River Road from Golf Course (GC) zoning district to the Light Industrial (IL) zoning district in order to permit commercial truck parking, outdoor storage and development of a limited area light industrial building on the subject site in the future (**Attachment 1** – Location Map). Amendments to the Light Industrial (IL) zoning district are also being proposed as part of this application.

Background Information – Interim Action Plan and Rezoning in the 16,000 Block of River Road

Timeline – Rezoning and Council Direction for the 16,000 block of River Road

- 2008 – Richmond City Council approves the Interim and Long-Term Action Plans for the 16,000 block of River Road, which outlines provisions for the consideration of commercial vehicle truck parking, outdoor storage and limited light industrial development in this area as an interim use prior to intensive industrial redevelopment (i.e., warehousing and manufacturing) in the future when City services and infrastructure is available. Both the interim land uses proposed and future light industrial redevelopment comply with the 2041 Official Community Plan.
- September 2010 – 16780 River Road (RZ 09-503308) received rezoning approval for commercial truck parking (no restrictions). The approved zoning for the site also permits outdoor storage under certain conditions. Currently, this site is being utilized for truck parking only.
- 2011 – Staff undertakes a Council directed review of the Interim Action Plan for the 16,000 block of River Road.
- November 2011 – 16540 River Road (RZ 10-524476) received rezoning approval for commercial truck parking (with restrictions on type and number of commercial vehicles) and a limited area light industrial building (i.e., cabinet manufacturer).
- January 23, 2012 – Council reaffirms the Interim Action Plan as a result of the staff review conducted in 2011. Council also requested traffic counts in 2012 with results to be reported back at the end of 2012 to determine if any changes should be considered to the Interim Action Plan.
- July 2012 – 16540 River Road (ZT 12-610945) received zoning text amendment approval that removed previous restrictions on the type and number of trucks that could be parked on this property. Currently, truck parking is occurring on the subject site.
- December 2012 – Council consideration of a report on traffic counts around the 16,000 block of River Road and staff recommendation to continue processing rezoning applications for commercial truck parking, outdoor storage and other interim uses in accordance with the Interim Action Plan.
- January 21, 2013 (Public Hearing) – 16700 River Road (RZ 12-603740) received 2nd and 3rd reading of the zoning bylaw to permit commercial truck parking and outdoor storage on this site.
- A map of approved and in process rezoning applications in the 16,000 block of River Road is contained in **Attachment 2**.

Recent Council Direction on the Interim Action Plan for the 16,000 block of River Road

In December 2012, a report was forwarded to Council that provided:

- Information on truck traffic counts undertaken in 2012 along River Road (east of Nelson Road) and No. 7 Road (between Bridgeport Road and River Road) and comparison of historical traffic counts taken in this area.
- Recommended that no revisions be made to the Interim Action Plan for the 16,000 block of River Road that permitted commercial truck parking so long as provisions identified in the Interim Action Plan are addressed through the processing of rezoning applications.

A summary of the truck traffic count data and map of traffic count locations forwarded to Council in December 2012 is contained in **Attachment 3** for reference. Based on the two weekly traffic counts undertaken in 2012, there is no observed increase in truck traffic movements along River Road (east of Nelson Road) or No. 7 Road (between Bridgeport Road and River Road) in comparison to historical traffic counts completed in 2006 and 2011 along River Road and 2010 and 2011 along No. 7 Road.

Traffic control measures implemented at two sites approved for truck parking at 16780 and 16540 River Road to ensure that truck travel would occur only on portions of River Road west of each site's vehicle access and out to No. 6 Road supports the traffic count data completed in 2012, which shows an actual decrease in truck movements at both locations along River Road and No. 7 Road. Staff will continue to secure these traffic control measures, including physical channelization at each site's vehicle access and signage, through rezoning applications to ensure truck travel only occurs on permitted portions of River Road.

Background Information – 16360 River Road

This property was rezoned in 1994 to Golf Course (GC) zoning based on a proposal submitted by the owner at the time. However, no golf course or driving range facility was developed on the site and the existing Golf Course (GC) zoning has remained on the subject site. The subject site was excluded from the Agricultural Land Reserve along with remaining properties in the 16,000 block of River Road as part of one application that was approved by the Agricultural Land Commission in 2000.

Project Summary

The proposal is to utilize a majority of the existing property (current area 35,698 sq. m or 8.8 acres) for commercial truck parking, general outdoor storage and a future limited area light industrial building (**Attachment 4 – Preliminary Site Plan**).

The subject site is primarily vacant and consists of a level compacted gravel surface on top of fill that was previously brought on the subject site. An existing culvert crossing is located at the northwest corner of the site providing access from River Road. An existing chain link fence is located around the perimeter of the subject site. Along the site's River Road frontage, there is an existing Riparian Management Area (RMA) (15 m) associated with the canal between the site and road. There have been some modifications to the RMA on the subject site consisting of a culvert crossing, raising the elevation through previous filling activities, implementation of fencing/landscape hedging and the placement of 3 mobile trailers located along the north edge of the site. These modifications and works were done prior to the 2005 establishment of the

Provincial Riparian Area Regulations and subsequent City of Richmond Riparian Management Area response in 2006. The approach to addressing these modifications to the RMA is addressed in latter sections of this report.

The applicant proposes to utilize the site for general commercial truck parking. Other proposed activities include outdoor storage, on a longer term basis, for recreational vehicles, boats, storage containers, general machinery and equipment. The total number of commercial trucks that can be parked at one time on the subject site is not known as the proposed operation involves a mix of activities and is subject to market demand for either longer term outdoor storage activities or daily commercial truck parking. In general, the applicant has indicated that truck parking activities involving more frequent vehicle movements will be organized to enable ease of accessing and exiting the site while longer term outdoor storage uses and recreational vehicle/boat storage activities will be located on remaining areas of the site.

The applicant has also requested in the rezoning application that a limited area light industrial building be permitted on the subject site. Currently, the applicant does not have any specific plans for development of a light industrial building (i.e., location of building or proposed use), but has included this potential for development in the rezoning application. Staff analysis of permitting limited area industrial development is contained in a latter section of this report. A Development Application Data Sheet is contained in **Attachment 5**.

Findings of Fact

Community Bylaws – Property Use Compliance/Truck Enforcement Measures along River Road
Community Bylaws staff have confirmed that the subject site is in compliance with current Golf Course (GC) zoning on the property that does not allow truck parking or outdoor storage. Removal of all non-compliant uses (i.e., truck parking and general vehicle/equipment storage) was confirmed in November 2010 by Community Bylaws staff and 16360 River Road has remained in compliance with zoning throughout the processing of the rezoning application.

Future Traffic Counts

Continued monitoring of truck traffic through traffic counts taken at previous locations (River Road east of Nelson Road and No. 7 Road between Bridgeport Road and River Road) will be undertaken by Transportation staff in 2013 and 2014. The additional monitoring over the next two years will be able to account for the approved and in process rezoning applications for truck parking in the 16,000 block of River Road to ensure all approved operations are adhering to truck travel restrictions. Data collected in the next two years will also be compared to past traffic count trends. Staff will update Council on any significant increase or change in truck traffic counts in this area.

Surrounding Development

To the North: River Road, 15 m RMA associated with the adjacent open canal and the foreshore of the Fraser River.

To the East: An Agriculture (AG1) zoned neighbouring property containing an existing dwelling (16500 River Road). Further east and adjoining the south portion of the subject site is a Light Industrial (IL) zoned property at 16540 River Road

(RZ 10-524476 – Approved November 2011; ZT 12-610945 – Approved July 2012) that contains a caretaker residence and area being utilized for truck parking and a future limited area light industrial building.

To the South: An existing rail right-of-way and active rail line. Further south are Agriculture (AG1) zoned properties contained in the ALR.

To the West: A Light Industrial (IL) zoned property (pre-existing zoning) with commercial vehicle parking activities.

Related Policies & Studies

2041 Official Community Plan

The existing 2041 Official Community Plan (OCP) land use designation is “Industrial” for the subject site and 16,000 block of River Road. The proposal for truck parking, outdoor storage and a limited area light industrial building complies with the 2041 OCP land use designation.

Agricultural Land Reserve Status

The subject site and entire 16,000 block of River Road is not contained in the Agricultural Land Reserve (ALR) as an exclusion application was approved in 2000. At the time of this ALR exclusion application, no properties were concurrently rezoned as it is up to each individual property owner to pursue a development proposal or change of use that requires a rezoning.

Interim and Long-Term Action Plans for the 16,000 Block of River Road

The Interim and Long-Term Action Plans applicable to the 16,000 block of River Road is a Council approved land use strategy to consider interim land use activities (i.e., commercial truck parking, general outdoor storage and limited area light industrial development) in the area now given the limited availability of City infrastructure and services. Each property in this area requesting these interim uses are required to go through a rezoning application (only permitting the identified interim uses) and processed to ensure compliance with provisions in the Interim Action Plan. In the future, the Long-Term Action Plan and zoning restrictions implemented now will require additional rezoning applications to be submitted for more intensive light industrial uses when City services and supporting transportation infrastructure can be implemented in conjunction with industrial redevelopment. A copy of the Interim and Long-Term Action Plan is contained in **Attachment 6**.

Council originally approved the Interim and Long-Term Action Plan's in 2008. Based on a comprehensive review of the land use strategies for the 16,000 block of River Road completed by staff in 2011 and as part of the 2041 OCP process, Council endorsed the Interim Action Plan to allow for consideration of rezoning applications in this area until the end of 2012 subject to collection and examination of traffic count data along River Road and No. 7 Road. Findings of the traffic count data indicated no increases in truck traffic volumes in this area; therefore, no revisions to the Interim Action Plan were deemed necessary and Council endorsed the Interim Action Plan in conjunction with the approval of the rezoning application at 16700 River Road at the January 21, 2013 Public Hearing.

The Interim Action Plan also required rezoning applications to submit appropriate traffic studies, environmental assessments and landscape/buffer schemes with each proposal. Staff confirm that the above referenced studies and materials has been submitted and reviewed to the satisfaction of City staff for the rezoning application at 16360 River Road. The original landscape plan submitted with the rezoning application is not applicable to this application based on the review of the proposal by staff. The landscape approach applicable to this project is outlined in latter sections of this report.

Flood Plain Designation and Protection Bylaw 8204

Registration of a Flood Plain Covenant on title of the subject site identifying a minimum flood construction level of 3.1 m is required to be secured as a rezoning consideration on the subject application (refer to **Attachment 7** for a consolidated list of rezoning considerations).

Public Notification of Rezoning Application

Staff recommend that the normal consultation and notification process be utilized for this rezoning application, which involves posting of a rezoning sign, advertisements in the local paper and mailed notification within a 50 m radius of the subject property. Should it be deemed necessary to expand the public notification beyond what is required, Council has the option to expand the public notification (at their directive) when considering the rezoning application prior to the Public Hearing at either Planning Committee and/or Council.

Public Input and Consultation

At the time of the preparation of the staff report, no public correspondence has been received through the processing of the rezoning application. Staff will keep Council updated on any public correspondence submitted as part of this rezoning application.

This rezoning application was not submitted to the City's Agricultural Advisory Committee (AAC) as the subject property is not contained in the ALR and is designated for Industrial in the 2041 OCP and the proposal complies with this land use designation. Furthermore, all other rezoning applications that have been considered by Council in the 16,000 block of River Road were not forwarded to the AAC.

Examination of Issues

Proposed Zoning Approach

The proposed zoning approach is summarized as follows:

- Permit commercial vehicle parking and storage on the site.
- Permit outdoor storage on the site.
- Implement a restrictive density to limit light industrial development (i.e. warehousing, manufacturing or activities related to truck parking/outdoor storage) to 1,948 sq. m (20,968 sq. ft.) at 16360 River Road.
- In conjunction with the proposed commercial truck parking and outdoor storage uses, the following regulations will also be applicable to the subject site:
 - Does not permit outdoor storage of hazardous materials, food products, goods that can be transferred by the elements (i.e., wind, water) or wrecked/salvage goods.

- Prohibited from emitting, discharging or emitting noise, odours, vibrations, radiation or electrical interference that would constitute a disturbance to neighbouring properties and surrounding activities.
- Servicing and repair of vehicles and equipment is not permitted.
- Tractor trailers with integrated refrigeration/heating units are not permitted to be operational while being parked/stored on the subject site.
- Maximum height of 4.5 m applicable to commercial vehicles and outdoor storage activities.

For the three rezoning applications that have been approved or proceeded to Public Hearing in the 16,000 block of River Road, all have requested commercial vehicle parking as an interim use at 16780, 16540 and 16700 River Road. Two of these applications also permitted outdoor storage activities (16780 and 16700 River Road). One of the applications at 16540 River Road requested a limited area light industrial building (1,860 sq. m or 20,000 sq. ft.) to enable the future relocation for their wood manufacturing business.

The rezoning proposal at 16360 River Road is requesting uses that have been previously granted and is consistent with the Interim Action Plan allowing for interim uses in the 16,000 block of River Road. The same regulations specific to commercial truck parking and outdoor storage will apply to the subject site.

In relation to the applicant's request for light industrial development, staff propose that the Light Industrial (IL) zone be limited to allow for a maximum of 1,948 sq. m (20,968 sq. ft.) building area for the subject site only. Based on the total area of the subject site (minus any applicable land dedications) and above referenced maximum building area, the density would be limited to 0.06 Floor Area Ratio and represents a small amount of developable area when compared to the total size of the property. This density limitation is similar to the restriction implemented in the neighbouring rezoning approved at 16540 River Road (RZ 10-524476).

Based on information from the applicant, there are no immediate plans to develop a limited area light industrial building on the subject site. If the property owner decides to develop a light industrial building on the site, a building permit will be required to confirm compliance with zoning regulations and other provisions secured through this rezoning proposal.

Engineering Capacity Analysis

An engineering capacity analysis is not required for the proposed rezoning as the existing City storm sewer and water systems are adequate for the interim uses and limited building area proposed for the subject site. The subject site is not serviced by a City sanitary sewer service system; therefore, no analysis is required. Any proposed building to be located on the subject site is required to be serviced by an on-site septic disposal system.

Statutory Right-Of-Way (10 m)

A 10 m (33 ft.) wide statutory right-of-way (SRW) for dike and utility purposes is required along the subject site's River Road frontage. The existing dike is generally aligned with River Road in this area and the SRW is being secured now as part of this proposal in the event that the City requires dike or utility related infrastructure works in the future. The subject site contains two

mobile trailers and one recreational vehicle located at the north edge of the site that are all owned by the applicant. Currently these structures and recreational vehicle would likely encroach entirely into the proposed 10 m (33 ft.) wide SRW proposed to be secured through this rezoning. To address this issue, these structures and recreational vehicle will be removed from the proposed SRW area and relocated elsewhere on the subject site prior to final adoption of the rezoning.

Transportation Requirements

As required by the Interim Action Plan, a traffic impact and assessment study was submitted and reviewed as part of this rezoning application. City Transportation staff support the following recommendations of the traffic report and required traffic control measures to be implemented as part of the application at 16360 River Road:

- Modification of the existing River Road vehicle access to the subject site to channelize the driveway which would only permit eastbound to southbound (right-in) and northbound to westbound (left-out) for all commercial trucks, tractor trailers and dump-trucks. This traffic control measure would prevent truck travel along River Road east of the site's driveway.
- The above referenced modification to channelize the site's driveway access requires the submission and approval of an access design by the applicant's professional traffic consultant to ensure compliance with turning restrictions. This design submission will determine the extent of proposed works to the existing driveway and culvert crossing to the subject site.
- The approved access design is required to be constructed and inspected by Transportation Division staff prior to final adoption of the rezoning.
- Registration of a legal agreement on title of the subject property to identify that the existing vehicle access/driveway from River Road must be removed at the sole cost of the property owner, once the new industrial road proposed along the south edge of the site is constructed and services the subject site.
- Voluntary contribution of \$1,000 for the generation and posting of necessary traffic control signs along River Road by City Transportation staff.
- Voluntary contribution of \$25,000 to be utilized by the City to undertake future examination and study of River Road, which would take into account the 2041 OCP and transportation objectives relating to use of River Road by a wide range of users (i.e., vehicles, bikes and pedestrians). This study would also take into account the future implementation of the industrial road that is proposed to be located to the south of and parallel to the existing alignment of River Road in this area. The terms of reference for the examination of River Road will be determined in the future when it is feasible to undertake the study. The contribution amount being secured as part of this rezoning application is proportionate to the total area of the subject site compared to the combined area of all properties that could be rezoned in the 16,000 block of River Road and is based on the same calculation applied to other rezoning applications that have been approved by Council in this area.

Future City Industrial Service Road

As supported by the Interim Action Plan and through this rezoning application to allow for interim land uses at 16360 River Road, staff are securing only the land required for the future industrial road now along the southern edge of properties in the 16,000 block of River Road. In future when redevelopment occurs in this area for intensive light industrial activities, additional rezoning applications will be required. Securing a means to make this 20 m wide industrial road operational will be achieved through these rezoning applications in the future, which is supported by the provisions of the Council approved Long-Term Action Plan for the 16,000 block of River Road. The Long-Term Action Plan outlines the objectives to provide a means of access to make the industrial road operational, including provisions for design and construction once possible. This approach for 16360 River Road is consistent with other rezoning applications for interim land uses in this area that have been approved by Council.

Options to Facilitate Future Access to 16500 River Road

The smaller property immediately to the east of the subject site at 16500 River Road does not currently extend all the way to the south where the 20 m road dedications are being secured for the future industrial standard road. Should the property at 16500 River Road submit a rezoning proposal to permit outdoor storage or commercial vehicle parking, similar provisions of permitting the site to utilize the existing driveway access to River Road (with implemented modifications to restrict truck movements) will apply.

In the long-term, a means to secure access from 16500 River Road to the future industrial standard road running parallel to River Road will be required. The following options exist to provide access for 16500 River Road to the future industrial standard road once it has been constructed and is operational:

- Lot consolidation associated with a future land assembly for more intensive light industrial development. This option will require rezoning and therefore enable access to all properties to be consolidated.
- In future, should 16360 River Road rezone to redevelop into more intensive light industrial uses, the necessary legal agreements can be secured on 16360 River Road to grant access to 16500 River Road (i.e., cross access agreement or public rights-of-passage statutory right-of-way).

License and Road Dedication

The applicant has requested the right for temporary use of the lands being granted to the City (for future road) so that the owner can utilize this area for commercial truck parking and outdoor storage activities. In order to facilitate this request, the following is being secured:

- Subject to the License, the owner (Berane Construction Ltd.) is required to dedicate to the City a 20 m (66 ft.) wide road dedication along the entire southern edge of the subject property for the purposes of a future road.
- A License is required and will secure all necessary provisions and obligations of all parties involved in the agreement over the road dedication area.
The rezoning considerations for the subject application include provisions for a License to be applicable over the 20 m (66 ft.) wide road dedication area to be secured through this rezoning (refer to **Attachment 7** for the rezoning considerations and terms and conditions for the License).

Riparian Management Area (15 m or 49 ft.)

A 15 m (49 ft.) wide Riparian Management Area (RMA) exists along the subject site's River Road frontage. A survey plan of the 15 m (49 ft.) RMA setback measured from the high-water mark identifies that the RMA encroachment ranges from approximately 10 m (33 ft.) to 15 m (49 ft.) onto the north portion of the subject site (refer to **Attachment 4** – Preliminary Site Plan). The existing RMA contains an existing landscape hedge and chain link fence located on the north edge of the property. Aside from the existing mobile structures and recreational vehicle, there are no other existing buildings/structures in the RMA on the subject site. Other modifications to the RMA on the subject site consist primarily of previous fill activities and gravel surface treatment.

The approach to managing the existing 15 m RMA on the subject site is to implement the following measures to be secured as part of this rezoning proposal:

- Remove and relocate all existing structures and the recreational vehicle outside of the existing 15 m RMA on the subject site.
- Implementation of a physical barrier to be installed outside and along the edge of the 15 m RMA on the subject site to prevent any future incursions, modification or future disturbance of this area from truck parking or outdoor storage activities. The rezoning applicant will be required to submit a design of the barrier (to be approved by the City) and construct the works prior to final adoption of the rezoning.
- Submission of a landscape plan to be reviewed and approved by City staff to undertake the following mitigation/enhancement work within the RMA:
 - Existing landscaping (i.e., hedging, natural ground covers and fencing previously installed by the property owner) can remain in the area.
 - Removal of existing gravel surfaced areas within the RMA, placement of clean topsoil and seeding with an approved native grass seed mix.
 - To ensure completion of the above referenced landscape works, the applicant is required to submit the appropriate plan for review and approval by City staff and either complete the works in accordance with the plan or submit a landscape bond that covers the costs to undertake the works prior to final adoption of the proposed rezoning.

Landscape/Buffer Approach

Along the north edge of the subject site, the applicant has planted evergreen hedging in behind an existing 1.8 m (6 ft.) high chain link fence. This landscape buffer and fencing extends along the entire north edge of the site's River Road frontage, which is also located within the 15 m RMA. Rather than undertaking additional modifications to the protected RMA area involving the removal of existing hedging and fencing in the RMA and establishing a new planted buffer outside of the RMA setback area, the applicant has requested that the existing landscaping and fencing be permitted to remain. City staff have reviewed this request and considers it reasonable as the existing hedging and fencing are pre-existing works in the RMA and their removal will likely result in increased disturbance to the RMA.

Allowing the existing hedging and fencing to remain in conjunction with the above referenced management approach of the RMA on the subject site to develop a physical barrier to prevent

further disturbance achieves the objectives of implementing a solid visual screen from the public road frontage to the subject site. Fencing (chain-link) exists around the perimeter of the subject site and is proposed to remain. No additional landscape screening is proposed along the east and west edge of the site based on the applicant's consultation with the neighbouring property owners (16300 and 16500 River Road) who have confirmed that they do not want additional planted trees, shrubs or hedging between the subject site and their lots.

Environmental Site Assessment Report

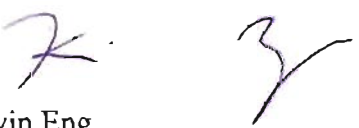
An Environmental Site Assessment report (Phase 1 and 2) was conducted by the applicant's environmental consultant to determine if there was existence of any site contaminants on the subject property as required in the Interim Action Plan. The report concluded that the site would not represent a contamination risk and that rezoning the site to facilitate future use of the site for industrial development would be appropriate given the environmental examination undertaken. Furthermore, the submitted Site Profile and Environmental Site Assessment report did not identify any Schedule 2 uses on the subject site; therefore, no further comments from or consultation with the Ministry of Environment is required.

Financial Impact or Economic Impact

None.

Conclusion

The rezoning application at 16360 River Road complies with the provisions of the Interim Action Plan and 2041 Official Community Plan, which supports the activities proposed as part of this project for commercial truck parking, outdoor storage and a limited area industrial building. All site specific issues have been addressed and transportation control measures are being implemented to ensure all trucks travel to and from the west of the subject site. On this basis, staff recommend approval of the proposed amendments to the Light Industrial zone (IL) and rezoning application at 16360 River Road.



Kevin Eng
Planner 1

KE:cas

Attachment 1: Location Map

Attachment 2: 16,000 Block of River Road Context Map

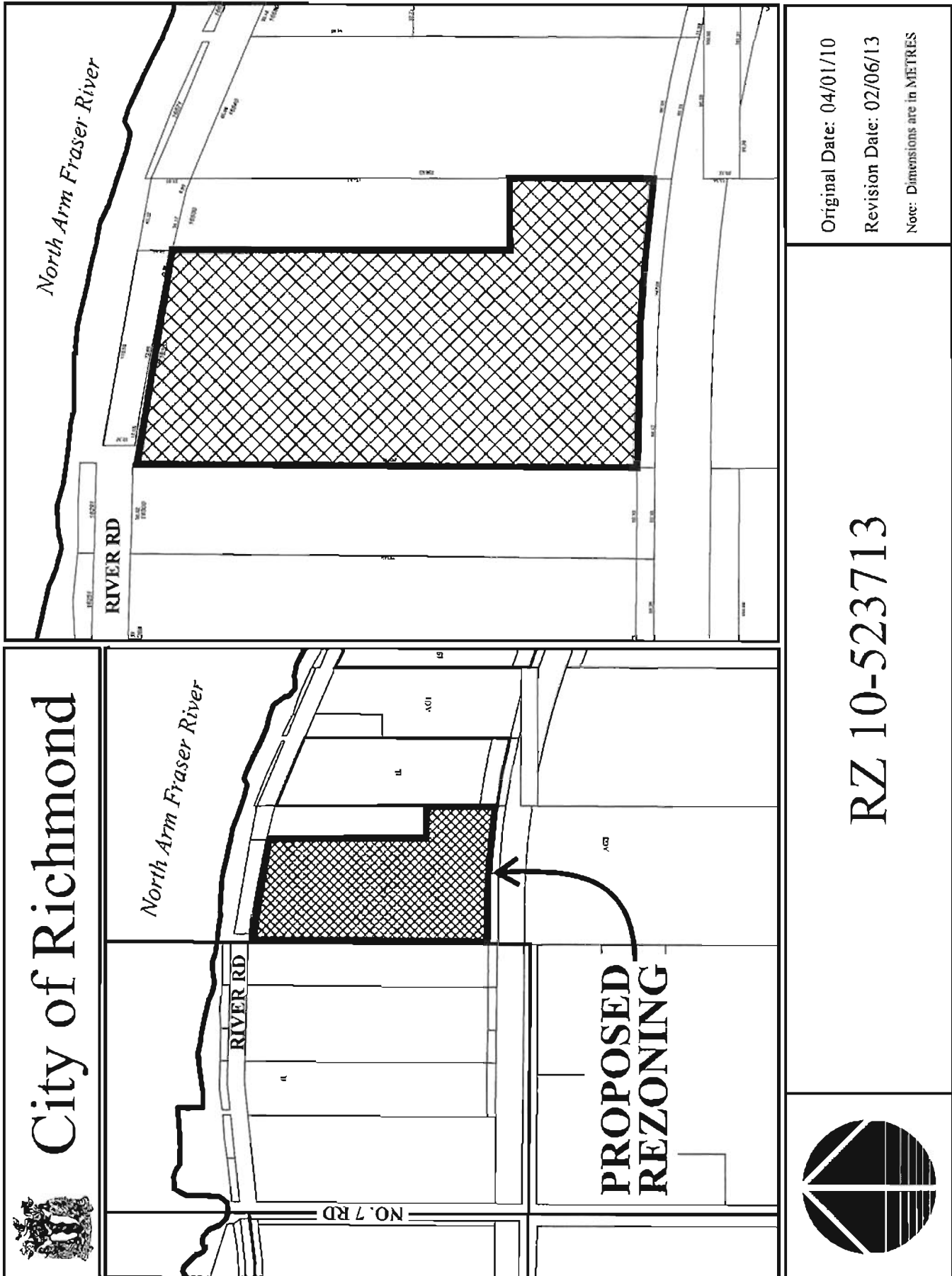
Attachment 3: Summary of Traffic Counts and Supporting Map

Attachment 4: Preliminary Site Plan

Attachment 5: Development Applications Data Sheet

Attachment 6: Interim and Long-Term Action Plan

Attachment 7: Rezoning Considerations



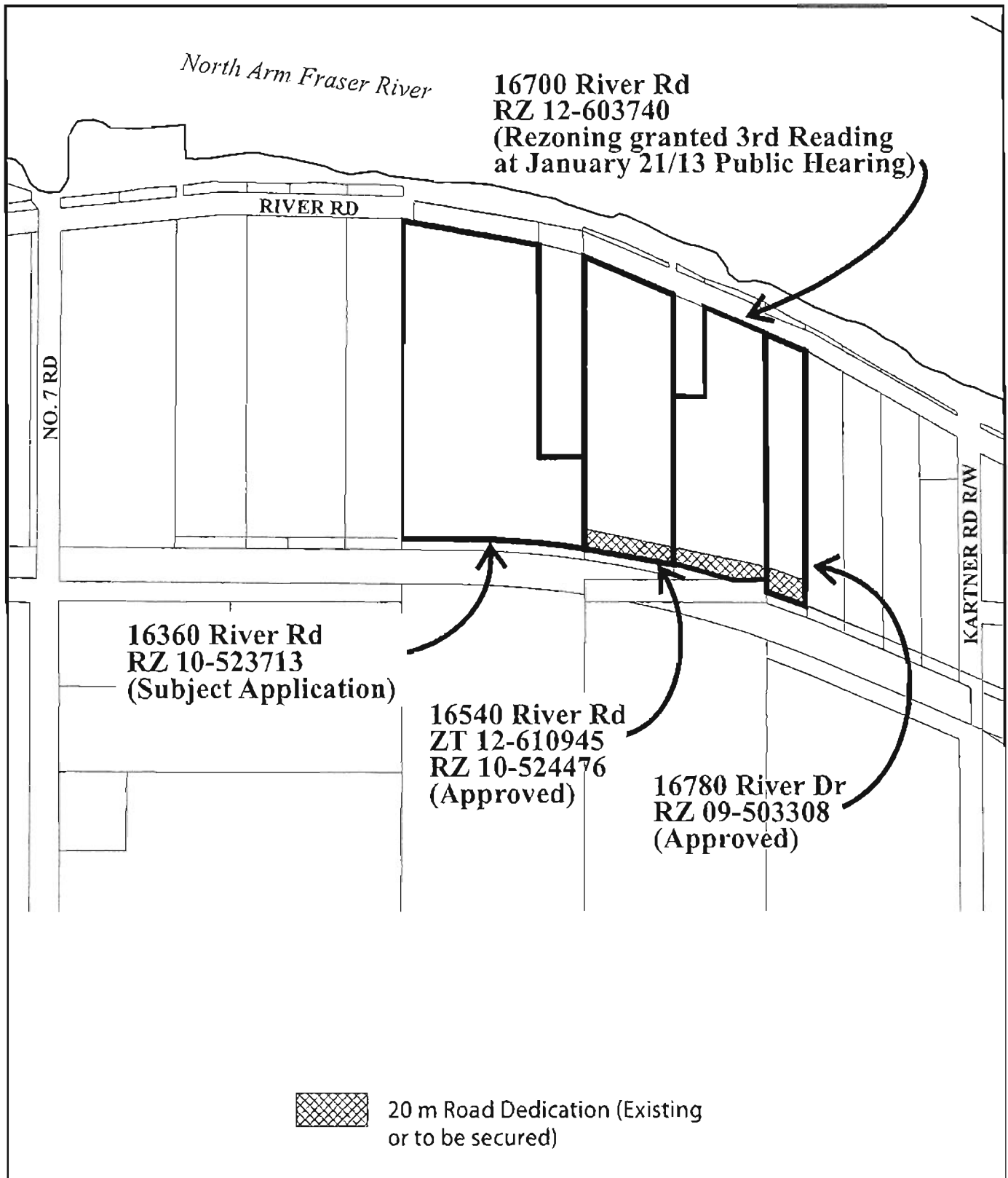


RZ 10-523713

Original Date: 04/06/10

Amended Date: 02/06/13

Note: Dimensions are in METRES



Rezoning Applications in the 16000 Block of River Road

Original Date: 03/31/09

Amended Date: 02/08/13

Note: Dimensions are in METRES

Summary of Traffic Count Data – River Road and No. 7 Road

River Road east of Nelson Road

Date	Average Daily Total Number of Trucks (24 hour period)
April 2006 (7 day period)	68
September 2010 – Rezoning approved for 16780 River Road	
January 2011 (7 day period)	59
November 2011 – Rezoning approved for 16540 River Road	
April 28, 2012 to May 5, 2012 (7 day period)	35
September 27, 2012 to October 4, 2012 (7 day period)	59

No. 7 Road between Bridgeport Road and River Road

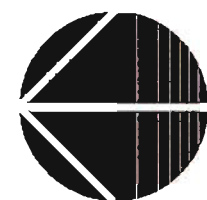
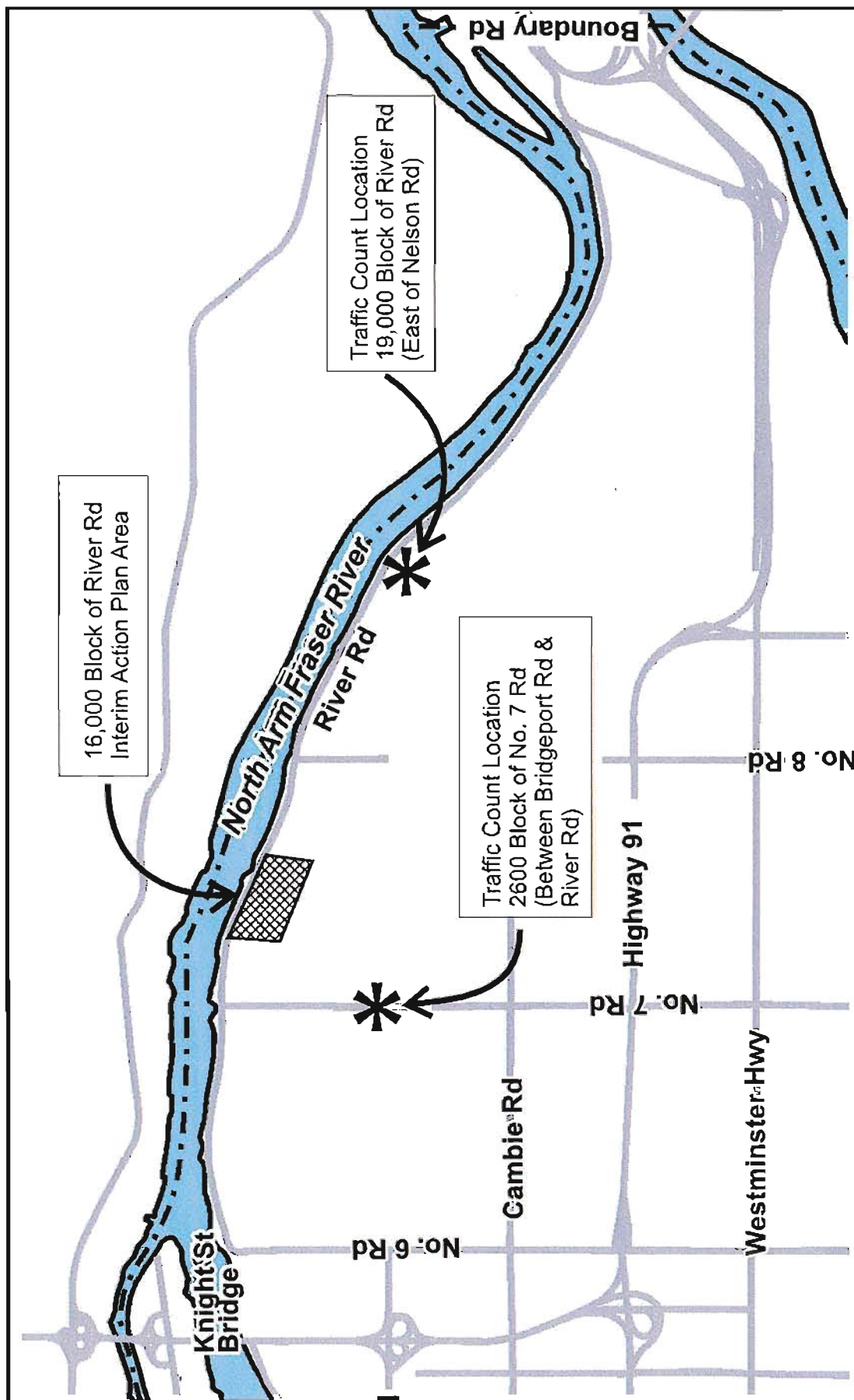
Date	Average Daily Total Number of Trucks (24 hour period)
March 2010 (7 day period)	26
September 2010 – Rezoning approved for 16780 River Road	
September 2011 (7 day period)	19
November 2011 – Rezoning approved for 16540 River Road	
April 28, 2012 to May 5, 2012 (7 day period)	16
September 27, 2012 to October 4, 2012 (7 day period)	14

Assessment of Traffic Data

Based on the two weekly truck traffic counts undertaken in 2012, there is no observed increase in truck movements along River Road east of Nelson Road or No. 7 Road (between Bridgeport Road and River Road). In fact, the truck traffic numbers show some decrease compared to traffic counts conducted in April 2006 and January 2011 for River Road and March 2010 and September 2011 for No. 7 Road.

The traffic data for River Road in 2012 indicated that truck movements have remained steady and decreased overall from 68 trucks per day in April 2006 to 35 (49% reduction) and 59 (13% reduction) trucks per day in April/May 2012 and September/October 2012 respectively.

The traffic data for No. 7 Road in 2012 indicate that truck movements have reduced overall since data collected in March 2010 from 26 trucks per day to 16 and 14 trucks per day counted during the two periods in 2012, which is an approximate 40% reduction since traffic data collection commenced in March 2010 for No. 7 Road. Furthermore, the volume of trucks on River Road and No. 7 Road is not considered to be high compared to truck volumes on other major roads.



Road Network Map and 2012 Traffic Count Locations

Original Date: 11/13/12

Revision Date:

Note: Dimensions are in METRES

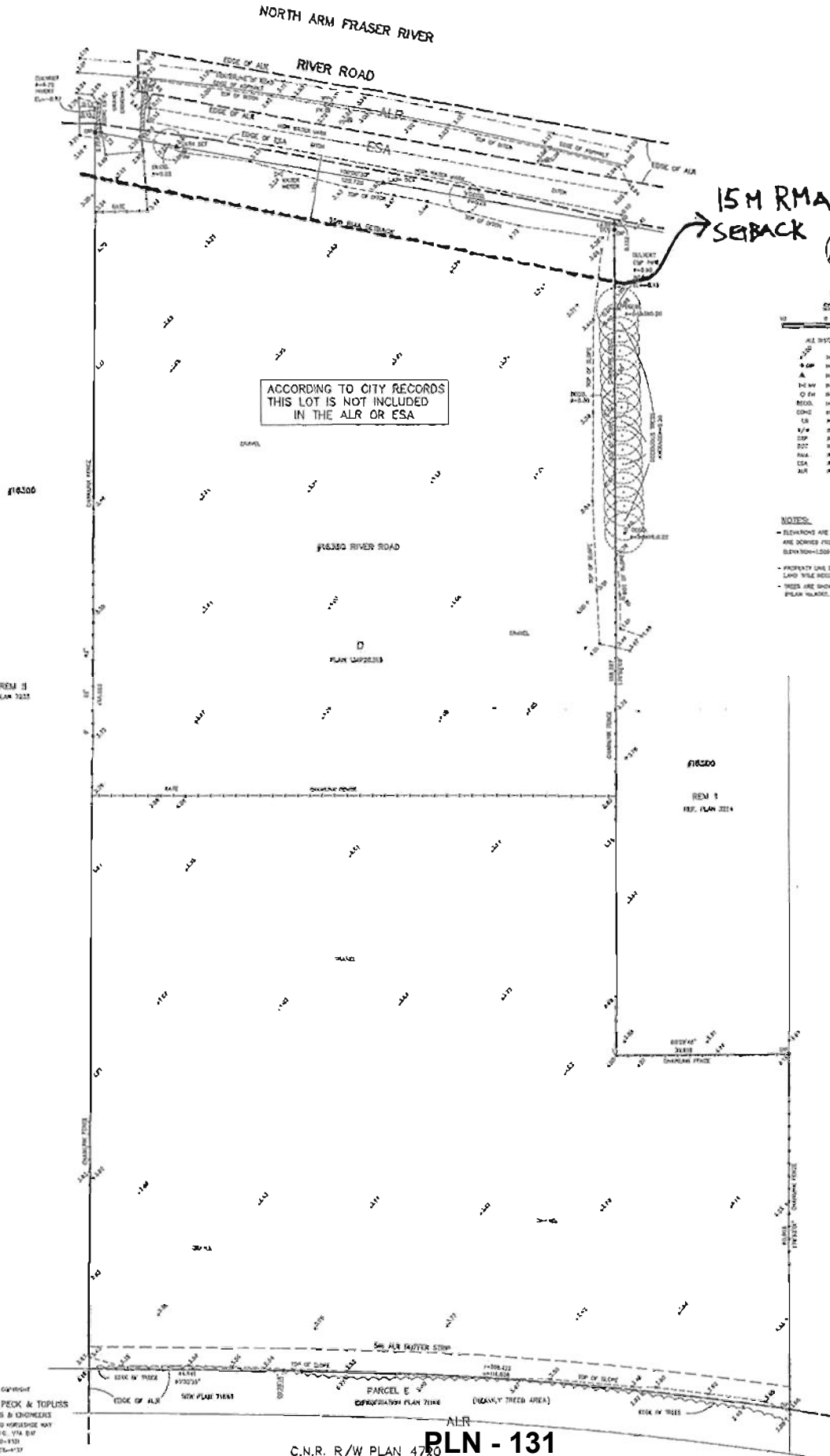
SURVEY PLAN OF PARCEL D SECTION 14 BLOCK 5 NORTH RANGE 5 WEST
NEW WESTMINSTER DISTRICT PLAN LMP26319

R-09-16104-TPO

ATTACHMENT 4

PROJ: 023-325-178

CITY ADDRESS:
#16380 RIVER ROAD,
RICHMOND, B.C.



LEGEND
SCALE 1:400

- ALL DISTANCES ARE IN METRES
- SPOT ELEVATION
 - STANDARD IRON POST FOUND
 - WOOD STAKE VALUE
 - PIPE VALUE
 - FIRE HYDRANT
 - DECIDUOUS TREE
 - CONIFER
 - LOOKALIKE
 - RIGHT OF WAY
 - UNDERGROUND STEEL PIPE
 - BOTTOM
 - RIPARIAN MANAGEMENT AREA
 - ENVIRONMENTALLY SENSITIVE AREA
 - AGRICULTURAL LAND RESERVE

- NOTES:
- ELEVATIONS ARE TO RICHMOND SEA LEVEL DATUM AND ARE DERIVED FROM 1994 SURVEY MONUMENT #177 (TYPICAL) ELEVATION=100.00 METRES
 - PROPERTY LINE DIMENSIONS ARE DERIVED FROM LAND TITLE RECORDS
 - TREES ARE SHOWN ACCORDING TO CITY OF RICHMOND PLANT INVENTORY

© COPYRIGHT
MATSON PECK & TOPPUS
SURVEYORS & ENGINEERS
2405 - 11100 WOODSIDE WAY
THORNHILL, B.C. V7A 5W7
TEL: 604-275-1100
FAX: 604-275-1137
CADPLOT 15-04-00 15-04-00-00

C.N.R. R/W PLAN 4780

PLN - 131

CHECKED CORRECT
15-04-00-00
DATE OF SURVEY: JUNE 19 AND 22, 2009



RZ 10-523713

Attachment 5

Address: 16360 River Road

Applicant: Berane Construction Ltd.

	Existing	Proposed
Owner:	Berane Construction Ltd. (Inc. No. 301945)	No change
Site Size (m ²):	35,698 m ²	32,472 m ² (approximately after land area secured for future industrial road)
Land Uses:	Vacant parcel with mobile structures and recreational vehicle located (all owned by the proponent) on the north portion of the site.	<ul style="list-style-type: none">Commercial vehicle truck parking and outdoor storage.Accessory uses to support the proposed truck parking and outdoor storage activities.Future limited area light industrial building.Total buildable density on the site cannot exceed 1,948 m².
OCP Designation:	Industrial	No change – rezoning proposal complies with OCP.
Zoning:	Golf Course (GC)	Light Industrial (IL)

On Future Rezoned Lot	Bylaw Requirement	Variance
Floor Area Ratio:	Max. 0.06	none permitted
Lot Coverage – Building:	Max. 60%	none
Setback – Public Road (m):	Min. 3 m	none
Setback – Side & Rear Yards (m):	No setback requirement	none
Height (m):	12 m	none
Off-street Parking Spaces – Total:	Off-street parking in accordance with Zoning Bylaw 8500	none

Other: _____

The City of Richmond
Interim Action Plan
16,000 Block of River Road
(Revised based on Public Consultation Feedback)

Land Use

- The 16,000 block of River Road:
 - Is currently designated for 'Business and Industry' in the City's Official Community Plan (OCP).
 - Outdoor parking and storage of vehicles and goods would be consistent with the existing OCP land use designation.
 - This land is not within the Agricultural Land Reserve.
 - Agri-Industrial service activities (operations that support or are directly related to a farm) can also be considered as a potential land use under the "Business and Industry" designation.
- The 17,000 block of River Road:
 - No land use changes are proposed as part of the Interim Action Plan as the properties are contained within the Agricultural Land Reserve and designated for "Agriculture" in the existing OCP.

Proposed Approach to Rezoning Applications

- The City is proposing a restrictive Comprehensive Development District zone in this area. This will allow (if permitted) outdoor storage and parking of vehicles and goods under a set of regulations and conditions – Fencing; Screening; Storage Setbacks; Permeable surface treatment.
- The proposed Comprehensive Development District zone will limit the uses and restrict the amount and size of buildings.

Technical Objectives and Issues*Engineering*

- The 16,000 block of River Road is currently not adequately serviced by City storm and sanitary systems to sufficiently support intensive light industrial activities involving warehousing/manufacturing buildings or agri-Industrial service uses.
- Rezoning proposals for outdoor vehicle storage and parking can be considered, as this use would have minimal impacts on City services.

Transportation

- Vehicle access for traffic generated from proposed uses (i.e., commercial vehicle parking and storage) is to be arranged to mitigate the use and related impact of truck traffic on River Road.
- City staff have recommended that the applicants explore a shared vehicle access across the properties under rezoning application to limit truck and vehicle use of River Road.
- Appropriate traffic assessments and upgrades to applicable portions of River Road and No. 7 Road must be undertaken.

Existing Soil/Fill Conditions

- Confirmation from the Ministry of Environment that any fill previously located on the sites does not pose a contamination risk or negative impact to surrounding areas. A report prepared by the appropriate professional is required to be submitted to the Ministry of Environment to confirm this. The rezoning applicants are to undertake this process, keeping City staff informed of progress and approvals.

Rezoning Considerations (To be completed by the rezoning applicants)

- Submit an acceptable fence and landscape buffer scheme.
- Registration on title legal agreements securing shared vehicle access by rezoned properties and restricting access to River Road based on the recommendations set out in the traffic assessment and approved by the City (*additional consideration based on public feedback*).
- Complete a traffic assessment of River Road from No. 7 Road to the eastern extent deemed to be impacted by traffic generated by properties along River Road (16,000 Block).
- Complete a traffic assessment of No. 7 Road from Westminster Highway to River Road by traffic generated by properties along River Road (16,000 Block)(*additional consideration based on public feedback*).
- Any traffic control measures, joint access infrastructure or road upgrades, including any traffic calming features to minimize the truck impacts in the area, identified as part of the traffic assessment of applicable portions of River Road and No.7 Road (reviewed and approved by City staff) will be the responsibility of the rezoning applicants to complete (*additional consideration based on public feedback*).
- Dedication of a 20 metre wide strip of land along the south property line of each property to facilitate the creation of a new road.

Forthcoming Process

- Rezoning applicants will be given a deadline of March 31, 2008 to complete the necessary studies and plans and submit the following materials to City staff for review:
 - Traffic assessments for applicable portions of River Road and No. 7 Road (*additional consideration based on public feedback*).
 - Geotechnical reports, which have been forwarded to the Ministry of Environment for review and approval, to confirm that the sites do not pose any contamination risk or negative impact to surrounding areas.
 - A buffer and landscaped screen plan for the properties under rezoning application.
- Should Council approve the staff recommendation, this decision will be integrated into the forthcoming City wide review of the OCP.

**The City of Richmond
Long-Term Action Plan
16,000 Block of River Road**

(Revised based on Public Consultation Feedback)

Land Use Examination

- ❑ Monitor outdoor vehicle and goods parking/storage to ensure compliance to regulations and Interim Action Plan provisions.
- ❑ Future rezoning applications will be required, should property owners wish to undertake more intensive light industrial activities or agri-industrial service activities.
- ❑ Intensive light industrial uses or agri-industrial service activities is consistent with the existing City's Official Community Plan (OCP) 'Business & Industry' land use designation.
- ❑ Review agri-industrial service operations to determine if specialized zoning provisions are required.

Technical Objectives and Issues

Traffic and Transportation

- ❑ Establishment of a new road access east of No. 7 Road to serve as the future vehicle access to potential light industrial activities.
- ❑ The proposed alignment for a new road east of No. 7 Road is along the south property line of the River Road properties (a 20 metre wide future road dedication will be secured through current rezoning applications).
- ❑ Design and construction of a new road east of No. 7 Road would be undertaken when the road can be made functional.

City Servicing

- ❑ Intensive light-industrial uses and agri-industrial service activities will require the appropriate servicing infrastructure (sanitary, storm and water systems), which entails significant works to be undertaken.
- ❑ Resolution of City servicing constraints will be required through future rezoning applications in this area to more intensive light industrial uses.

Forthcoming Process

- ❑ Should Council approve the staff recommendation, this decision will be integrated into the forthcoming City wide review of the OCP.



City of Richmond

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

Address: 16360 River Road

File No.: RZ 10-523713

Prior to final adoption of Zoning Amendment Bylaw 8998 , the developer is required to complete the following at their sole cost:

License and Road Dedication

- Subject to the non-exclusive License described below, the owner (Berane Construction Ltd.) dedicate to the City a 20 m wide road dedication (the “Road”) along the entire southern edge of the subject property for the purposes of a future road. The License shall be on the following terms and conditions:
 - Parties – City of Richmond, as Licensor and Berane Construction Ltd., as Licensee.
 - Term – subject to the City’s right of early termination below, no longer than 3 years from the date of adoption of Zoning Amendment Bylaw 8998; provided that if both parties agree to the same, the term may be extended for up to 3 additional years. The Director of Development is, on behalf of the City, hereby authorised to make the decision to extend the term for up to 3 additional years.
 - License Area – the Road.
 - License Fee - \$10, plus HST to be paid on or before the commencement of the License.
 - Use – commercial vehicle parking and storage and outdoor storage only (based on the permitted use definitions and all applicable regulations contained in the City’s Zoning Bylaw 8500). No buildings or structures or other improvements are permitted on the License Area.
 - Termination – The City has the right to terminate the License at its sole discretion on 30 days’ notice or immediately in the event of an emergency. Upon termination or expiry of the License, the Licensee must forthwith cease all activities, remove all vehicles and all materials and improvements
 - Insurance and Indemnification – Licensee to obtain and maintain throughout the Term not less than \$5,000,000 comprehensive general liability insurance. Full indemnification and release of the City and City Personnel to be provided.
 - Assignment – Not permitted.
 - Other – The License shall be in a form and contain such other terms and conditions acceptable to the Director of Development in his absolute determination.

Statutory Right of Way

- The granting of a 10 m wide Statutory Right of Way (SRW) along the subject site’s River Road frontage for dike and utility purposes.

Legal Agreements

- Registration of a legal agreement on title identifying that the existing vehicle access and culvert crossing providing access to the subject site from River Road must be removed at the sole cost of the property owner once the new road, running south of and parallel to River Road, servicing the subject site is constructed and operational.
- Registration of a legal agreement on title identifying that the parking of commercial trucks and trailers with refrigeration units are not permitted to be operational while parked on the subject site.
- Registration of a Flood Plain Covenant on title identifying a minimum Flood Construction Level of 3.1 m.

Riparian Management Area (RMA – 15 m)

- Remove all existing structures, buildings, equipment and trailers out of the existing Riparian Management Area (15 m wide measured from high-water mark for watercourse along River Road). If these structures and buildings are to be relocated on the subject site, they are required to be located outside of the existing RMA, in compliance with zoning and the owner is required to obtain all the necessary building permits from the City for the placement of these buildings and structures on the subject site.
- Submission of a plan to be reviewed and approved by the City to implement a physical barrier to prevent any future incursion or development within the designated RMA. This physical barrier must be designed to prevent any incursion or further disturbance into the RMA and is required to be installed and inspected by City staff prior to final adoption of the rezoning bylaw.
- Submission of a landscape plan to be reviewed and approved by City staff to undertake the following mitigation/enhancement work within the RMA:
 - Existing landscaping (including existing hedging, natural ground covers and fencing) previously installed by the owner can remain.
 - Removal of existing gravel surfaced areas within the RMA, placement of clean top-soil and seeding with an approved native grass seed mix.
 - Full installation of the above referenced RMA mitigation/enhancement works prior to final adoption of the rezoning bylaw **OR** submission of an appropriate landscape letter of credit (or security bond) that covers the costs of works within the RMA to be implemented.

Access/Egress from River Road

- Submission and approval (from the Director of Transportation) of a finalized design (prepared by the appropriate professional transportation engineer) and completion of construction for a driveway vehicle access design to the subject site from River Road that prohibits right-out (northbound to eastbound) and left-in (westbound to southbound) commercial vehicle turning movements to and from the subject site as recommended by the applicant's Traffic Impact Assessment.
 - (NOTE: Completion of construction of the approved access design and traffic control measures and follow-up inspection and approval by City Transportation staff is required prior to final adoption of the rezoning).
 - If applicable, submission and approval of an appropriate ditch/culvert-crossing permit based on the approved River Road vehicle access design for installation of associated

structures and works (to be required if driveway access design requires a new culvert crossing or widening of the existing culvert crossing).

Applicable Cash Contributions

- Voluntary contribution of \$1,000 for the generation and posting of the necessary traffic control signs and structures as recommended in the applicant's Traffic Impact Assessment and approved and implemented by the City of Richmond's Transportation Division.
- Voluntary contribution of \$25,000 for the purposes of undertaking future City examination of River Road.

Note:

- The developer/applicant is required to submit all necessary legal plans for all identified road dedication and statutory right-of-ways in the above referenced rezoning considerations and file at Land Titles Office at their sole cost.
- 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.

Signed Copy on File

Signed _____

Date _____



**Richmond Zoning Bylaw 8500
Amendment Bylaw 8998 (RZ 10-523713)
16360 River Road**

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

1. Richmond Zoning Bylaw 8500 is amended by:

- i. Adding Additional Uses (Section 12.2.3.B) and renumbering previous sections accordingly and inserting the following text into the Additional Uses (Section 12.2.3.B)

“outdoor storage”

- ii. Inserting the following text into the Permitted Density (Section 12.2.4)

“12.2.4.3

The following **site** is limited to a maximum **floor area ratio** of 0.06:

16360 River Road

P.I.D. 023-325-178

Parcel D Section 14 Block 5 North Range 5 West New Westminster District Plan LMP 26319”

- iii. Inserting the following text into the Other Regulations (Section 12.2.11)

“12.2.11.2

16360 River Road

P.I.D. 023-325-178

Parcel D Section 14 Block 5 North Range 5 West New Westminster District Plan LMP 26319”; and

“12.2.11.3

Outdoor storage shall only be permitted at the following **site** and subject to the restrictions in Sections 12.2.11.4 and 12.2.11.5:

16360 River Road

P.I.D. 023-325-178

Parcel D Section 14 Block 5 North Range 5 West New Westminster District Plan LMP 26319

12.2.11.4

The following are prohibited from occurring on **sites** zoned IL where **outdoor storage** is a **site-specific** permitted use:

- a) **Outdoor storage** of wrecked or salvaged goods and materials;
- b) **Outdoor storage** of food products;
- c) **Outdoor storage** of goods or materials that are capable of being transmitted above, across or below a land or water surface due to the effects of weather;
- d) **Outdoor storage** of goods or materials that constitute a health, fire, explosion or safety hazard;
- e) Producing, discharging or emitting odiferous, toxic, noxious matter or vapours, effluents, heat, glare, radiation, noise, electrical interference or vibrations; or
- f) Servicing of **vehicles** or equipment.

12.2.11.5

Commercial vehicle parking and storage and outdoor storage uses are not permitted to be stored, stacked or piled in any manner that exceeds 4.5 m in height.”

2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **LIGHT INDUSTRIAL (IL)**.

P.I.D. 023-325-178

Parcel D Section 14 Block 5 North Range 5 West New Westminster District Plan LMP 26319

3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 8998**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by <i>MB</i>
APPROVED by Director or Solicitor <i>ul</i>

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee
From: Victor Wei, P. Eng.
Director, Transportation

Date: February 8, 2013
File: 10-6360-01/2012-Vol
01

Re: PROPOSED LONG-TERM STREETSCAPE VISIONS FOR BAYVIEW STREET AND
CHATHAM STREET

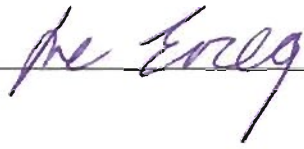


Staff Recommendation

1. That the proposed long-term streetscape visions for Bayview Street and Chatham Street, as described in the attached report, be endorsed in principle for the purpose of carrying out public consultation.
2. That staff report back on the outcome of the above public consultation regarding the proposed streetscape visions.



for
Victor Wei, P. Eng.
Director, Transportation
(604-276-4131)

Att. 9

REPORT CONCURRENCE				
ROUTED TO:		CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Parks		<input checked="" type="checkbox"/>		
Engineering		<input checked="" type="checkbox"/>		
Development Applications		<input checked="" type="checkbox"/>		
Policy Planning		<input checked="" type="checkbox"/>		
Finance		<input checked="" type="checkbox"/>		
REVIEWED BY DIRECTORS		INITIALS: 	REVIEWED BY CAO	INITIALS: 

Staff Report

Origin

At its regular meeting held on May 28, 2012, Council directed staff to:

- 4(a) *develop short- and long-term streetscape visions for Bayview Street and Chatham Street and report back by the end of 2012; and*

This report responds to these resolutions and outlines the proposed short- and long-term streetscape visions for Bayview Street and Chatham Street.

Analysis

1. Streetscape Vision Objectives

Long-term and interim phasing conceptual streetscape plans for Bayview and Chatham Streets were developed with the objectives of:

- enhancing the public realm consistent with the Steveston Village Conservation Strategy;
- promoting walking in Steveston Village through improved sidewalks on both sides of the streets and enhanced links to the waterfront; and
- increasing the supply of on-street parking.

For both streets, any streetscape design must be supportive and respectful of the heritage of Steveston Village. The proposed overarching theme of “simplicity” would entail the use of simple materials (e.g., plain not stamped concrete) with a minimum of street furniture. Simplifying the roadway geometry supports the conservation of the heritage character of the Village by virtue of allowing the simple buildings to stand out in front of a less complex and engineered realm.

2. Supply and Demand of Parking

As summarized in Table 1 and shown in **Attachment 1**, the Steveston Village area currently has around 1,000 parking spaces available for use by the general public (excluding the lanes). A further 440 spaces are available on private property that are restricted to employees and/or customers of the particular business. As part of the remaining development of the waterfront site east of No. 1 Road, an additional 35 surface public parking spaces will be provided within the site.

This capacity is sufficient to meet existing demand, even in the peak summer months, but distribution of the spaces is not optimal and roughly one-half of the spaces are pay parking. Parking demand is concentrated near the waterfront area of the Village core, where demand is at or near capacity during peak periods, while areas further away (north of Moncton Street) are comparatively less utilized.

Table 1: Current Public Parking Capacity

Area	Location	# Spaces		Total
		Pay	Free	
Inside Village Core ⁽¹⁾	On-Street	0	331	331
	Off-Street	141	48	189
	Subtotal	141	379	520
Outside Village Core ⁽²⁾	On-Street	0	65	65
	Off-Street	399	77	476
	Subtotal	399	142	541
Total		540	521	1,061

(1) Bounded by No. 1 Road, Bayview Street, 3rd Avenue, and Chatham Street.

(2) Includes Chatham Street west of 3rd Avenue and Bayview Street-Moncton Street 175 m east of No. 1 Road.

With respect to future parking supply, the *Steveston Village Conservation Strategy and Implementation Program*, adopted by Council on June 15, 2009, provides parking rates for the Steveston Village core. Generally, a 33 per cent reduction from the City's off-street parking requirements is permitted. As directed at the June 21, 2011 Planning Committee meeting, staff have reviewed this parking relaxation policy and will be reporting back in a separate report scheduled to be presented to Planning Committee on February, 19, 2013. The recommended parking rates in the report for the Village core are to increase the residential rate from 1.0 to 1.3 parking spaces per dwelling unit and to maintain the existing 33 per cent parking reduction from the City bylaw for non-residential uses.

An analysis of future on and off-street parking demand, based on the recommended parking rates, for the Steveston Village core (bounded by No. 1 Road, Bayview Street, 3rd Avenue, and Chatham Street) indicates that the future parking demand would exceed the future core parking supply by about 30 parking spaces. However, this demand could be met when public parking areas immediately adjacent to the core (e.g., Chatham Street west of 3rd Avenue, Steveston Harbour Authority lot on Chatham Street) are included. The analysis therefore concludes that there is and will be sufficient public parking available in the Village as represented in Table 1 and hence there is no need for additional on-street parking or a parkade.

Staff further note that the creation of significant additional parking in the Village would also run counter to the goals and objectives of the updated Official Community Plan, as more parking would encourage more trips by private vehicle rather than by sustainable travel modes such as transit, cycling and walking. Notwithstanding, staff recognize that there is a desire for more parking and, accordingly, explored ways to optimize the curb space available on Bayview Street as well as Chatham Street as part of the streetscape visioning process.

3. Bayview Street Streetscape Options

3.1 Existing Cross Section

Bayview Street between No. 1 Road and 3rd Avenue currently has sidewalks on both sides of the street with the exception of the north side between 2nd Avenue and 3rd Avenue. The property located at the northeast corner of Bayview Street and 3rd Avenue (i.e., within the section that has no sidewalk) is the subject of a development application and the associated required frontage improvements would include the provision of a boulevard and sidewalk as well as the potential for on-street angle parking (see Section 3.2 for discussion of on-street angle parking options).

There are a total of 17 parallel parking spaces on Bayview Street comprised of 14 spaces on the south side and three spaces on the north side in a parking lay-by. As the existing pavement width of nine metres does not allow for the creation of on-street angle parking (i.e., it would require relocating the existing curbs), no feasible interim streetscape options are available.

3.2 Proposed Long-Term Design

Bayview Street currently acts as the primary flood protection alignment for the Steveston Village area. Alternative dike alignments are being explored in the Dike Master Plan Study as sea level is predicted to rise 1.2 m by the year 2100. If Bayview Street continues to be a primary dike alignment, it may need to be raised by approximately 1.5 m within the next 50 years. Therefore, while long-term streetscape visions with increased on-street parking are compatible with the

City's current flood protection needs, the parking arrangements may need to be reconfigured in the long-term. As part of the Dike Master Plan Study, public feedback and dike alignment recommendations will be presented to Council in early 2013.

The long-term streetscape design for Bayview Street incorporates improved pedestrian amenities (i.e., sidewalk on both sides) and could include an increased supply of on-street parking. The four alternative on-street parking options all use the current south curb alignment and include a continuous sidewalk on the north side, but in each case the north curb alignment and adjacent north boulevard width varies.

- Option 1 (Existing Street Cross-Section): maintain the location of the north curb and thus the existing on-street parking arrangement and capacity but provide the missing sidewalk on the north side between 2nd Avenue and the lane to the west. The missing sidewalk between 3rd Avenue and the lane to the east is expected to be provided through development in the near future.
- Option 2 (Angle & Parallel Parking): realign north curb by 6.0 m to allow angle parking and maintain parallel parking on the south side. This option would provide a 1.5 m sidewalk but no boulevard and result in the greatest increase in on-street parking with a net gain of 23 spaces. The provision of angle parking between 1st Avenue and the lane to the west is not included due to the impacts to the adjacent private property.
- Option 3 (Angle Parking): realign the north curb by 3.5 m and reallocate the existing parking spaces all to angle parking on the north side with no parking on the south side. This option includes a 1.5 m sidewalk and 2.5 m boulevard. It results in a net gain of only nine parking spaces due to the elimination of the parallel parking on the south side, which would be required as the north curb is not shifted as far north as for Option 2. As with Option 2, the provision of angle parking between 1st Avenue and the lane to the west is not included.
- Option 4 (Parallel Parking): realign the north curb by 2.5 m to provide parallel parking on the north side and maintain parallel parking on the south side. This option allows for a 1.5 m sidewalk and 3.5 m boulevard (the greatest width of green space) and results in a net gain of 11 parking spaces.

The four options are summarized in **Attachment 2**. As Options 2 to 4 all shift the curb to the north by varying amounts, there is a trade-off of reduced green space/landscaping between the roadway and the setback to adjacent buildings. Options 3 and 4 allow for a boulevard width between 2.5 m and 3.5 m, and the flexibility to reduce the boulevard width to provide a wider sidewalk (e.g., from 1.5 m to 2.0 m wide). Option 2 would result in the greatest road widening and thus does not allow for a boulevard. Parks staff advise that a boulevard is not necessarily required, as neither boulevard street trees nor a greenway on the north side are envisioned for the following reasons: (1) Bayview Street serves as the dike and could be raised in the future, thus impacting any planted trees; and (2) the intent is to keep view corridors from the south open to the waterfront. Planting would be secured on private property via the redevelopment process.

Overall, Option 1 remains viable as there is adequate parking supply in the Village area as a whole as noted in Section 2. With respect to increasing the parking supply, Option 3 is deemed impracticable as there is little net gain in parking spaces plus the removal of parking on the south

side would inconvenience some customers. Option 2 would be preferable to Option 4 as it provides the greatest increase in on-street parking at a relatively lower cost per additional parking space of approximately \$17,000 versus nearly \$27,000 for Option 4.

Proposal: that the long-term streetscape design reflect Option 2 as it represents the best balance between the benefits provided to both pedestrians and motorists. **Attachments 3 and 4** provide an illustration and three-dimensional rendering of Option 2 respectively. As noted in Section 3.1, the development application associated with property located at the northeast corner of Bayview Street and 3rd Avenue would include the provision of eight angle parking spaces along its frontage of Bayview Street and thus would align with Option 2 if that is the chosen option.

4. Chatham Street Streetscape Options

4.1 Existing Cross Section

Chatham Street currently has sidewalks on both sides and a total of 23 parallel parking spaces on both sides between No. 1 Road and 3rd Avenue. As Chatham Street is relatively wider than Bayview Street (14 m versus 9 m), angle parking could be created within the existing paved roadway width without disturbing the north or south curbs by simply re-striping the pavement to create angle parking along the north curb at an estimated cost of \$5,500.

However, introducing angle parking on the north side of the street would require removal of the existing parallel parking on the south side. Moreover, driveways and bus zones further restrict on-street parking on the north side. As a result, the net gain in parking is minimal at just two spaces. This arrangement may also inconvenience some customers as all the on-street parking would be on the north side. Therefore, staff conclude that the existing geometry be maintained until adjacent developments occur and/or sufficient funding is available to construct the proposed long-term improvements described below.

4.2 Proposed Long-Term Design

The long-term streetscape design incorporates more street trees and a revised curb configuration at each intersection that includes a sloped paving treatment (similar to the raised intersection at No. 1 Road and Moncton Street) to improve accessibility. This intersection design is preferred to the standard curb extensions originally proposed for Chatham Street as its simplified nature is better supportive of Steveston's heritage character while still enhancing pedestrian safety. A further key element is the extension of the rear lane on the north side as development occurs, which would allow the removal of individual driveways over time.

Similar to Bayview Street, the long-term streetscape design could include an increased supply of on-street parking. There are three potential options with respect to on-street parking capacity.

- Option 1 (Status Quo – Existing Street Cross-Section): maintain the existing curbs and on-street parallel parking arrangement along with a sidewalk and boulevard. As development occurs, the established landscaped boulevard and sidewalk at the east end (i.e., northwest corner of Chatham Street at No. 1 Road) would be extended west and opportunities to close direct driveways to the street with access from the rear lane would be pursued.

- Option 2 (Centre Angle Parking): shift the north and south curbs and provide angle parking in the centre of the street (see **Attachment 5**), which would result in the greatest increase in on-street parking (plus 55 spaces) as space is not lost due to driveways and fire hydrants. Conversely, this design would eliminate the opportunity for left-turns at mid-block and may create potential safety concerns as it places a driver and passengers in the centre of an active roadway for loading/unloading and requires crossing of the active roadway. Moreover, the design would be unfamiliar to motorists and more inconvenient for drivers with mobility challenges.
- Option 3 (Standard Angle Parking): shift the north and south curbs and provide traditional angle parking on both sides of the street to approximately 45 m west of 3rd Avenue, which could achieve a net increase of approximately 55 parking spaces. **Attachments 6 and 7** provide an illustration and three-dimensional rendering of Option 3 respectively. Upon development of adjacent properties and the reconfiguration and consolidation of their on-site parking denoted as 4a on Attachment 6 (north side between 2nd Avenue and 3rd Avenue), a further 15 angle parking spaces could be achieved.

The three options are summarized in Attachment 2. Option 1 remains viable as there is adequate parking supply in the Village area as a whole as discussed in Section 2. With respect to increasing parking supply, Option 2 is not recommended as the combined potential safety implications are considered to outweigh the gain of maximizing on-street angle parking. Option 3 would yield an equivalent number of new on-street parking spaces as in Option 2 while keeping parking adjacent to the curb thereby providing a buffer between pedestrians and traffic.

Proposal: that the long-term streetscape design reflect Option 3 as it represents the best balance between the benefits provided to both pedestrians and motorists. With respect to potential phasing, Option 3 could be more easily implemented on the south side than the north side due to fewer existing driveways. As well, Option 3 would require re-configuring the parking lots of some adjacent commercial properties, as a portion of on-site parking currently encroaches onto City road right-of-way and thus would be impacted by the proposed widening.

5. On-Street Parking on North-South Avenues North of Chatham Street

Between Chatham Street and the east-west lane north of Chatham Street, angle parking is currently available on 1st and 2nd Avenues while parallel parking is available on 3rd Avenue. The only opportunity to increase on-street parking on these roadway sections is thus on 3rd Avenue by realigning the curbs to allow angled parking on one side while keeping parallel parking on the other side. However, this realignment would only add about four spaces, which is considered too small a gain given the impact of the reconstruction work.

For the roadway sections north of the lane to Broadway Street, on-street parking is reduced to parallel on all three streets due to the transition from commercial adjacency to single family, which has wider grass boulevards that restrict the space available for parking. While angle parking could be accommodated within the existing road right-of-way (see **Attachment 8**), staff do not recommend this option due to the significant impacts to adjacent residences in terms of the proximity of the parking and its associated effects of noise and intrusion of headlights.

6. Estimated Costs of Proposed Long-Term Streetscape Designs

The estimated costs for the proposed long-term streetscape options that incorporate increased on-street parking for Bayview and Chatham Streets are shown in Table 2 below.

Table 2: Estimated Costs for Proposed Long-Term Streetscape Options

Street	Proposed Long-Term Streetscape Option	Estimated Cost	
Bayview Street	Option 2: realign north curb to provide angle parking on north side and maintain parallel parking on south side: 23 added stalls	Total:	\$392,000
Chatham Street	Option 3: realign north and south curbs to provide angle parking on both sides: 55 added stalls	No. 1 Road-1 st Ave:	\$799,000
		1 st Ave-2 nd Ave:	\$748,000
		2 nd Ave-3 rd Ave:	\$830,000
		45m west of 3 rd Ave:	<u>\$421,000</u>
		Total:	\$2,798,000
Project Total: \$3,190,000			

The major cost components for both streets include new curb and gutter, sidewalk, additional road construction and asphalt, utility relocations (e.g., power poles), and new street lighting. For Chatham Street, the revised curb configurations and raising of the pavement at each intersection comprise between 25 and 30 per cent of the total construction costs.

7. Potential Implementation and Funding Strategy

For both proposed streetscape options, the enhancements could be secured partly through redevelopment of adjacent fronting properties as they occur. If an entire block redevelops at the same time, the physical reconstruction would be secured at that time. However, as there are relatively few properties that may seek redevelopment in the near term, the realization of the proposed streetscape visions may take many years to achieve.

With respect to potential funding sources that could be used to expedite the implementation of the proposed streetscape designs, the Steveston Off-Street Parking Reserve Fund cannot be used as the collected monies are to be used only for the provision of new and existing off-street parking spaces. The Reserve Fund is anticipated to be used to provide additional public parking as part of a parkade within a future major development in Steveston Village, which could include disposal of the City's existing two off-street parking lots to provide additional revenue to be invested towards a joint partnership between the developer and the City to improve and consolidate off-street parking for the public.

Accordingly, staff have identified the following three potential funding concepts to support the implementation of the proposed streetscape improvements with consideration given to the amount, certainty and timing of the funding to be generated.

- Roads DCC Program: include the cost of the streetscape improvements in the Roads DCC Program at the time of its next review with other projects that are currently part of the Roads DCC Program potentially to be removed to offset this amount. Using city-wide Roads DCC is considered appropriate as Steveston Village is a key city and regional destination with increasing popularity partly due to increasing population and development activities throughout the city and beyond. It is expected that there would be no change to the Roads DCC repayment schedules. The timing of the streetscape project may not be immediate using the Roads DCC Program, as there may be other competing City priorities.

- New Streetscape Improvement Fund: similar to the Capstan Station Capital Reserve Fund, a new capital reserve fund for the Steveston Village area would be established to hold voluntary developer contributions, which could be made as part of rezoning applications where the developer may be granted a reduced parking requirement/variance in return for making a voluntary contribution to the fund towards the implementation of the streetscape designs. Based on the proposed parking rates of 1.3 stalls per dwelling unit for residential uses and a 33 per cent reduction for non-residential uses as well as the potential pace of development, up to \$750,000 may be secured in the fund over the next 10 years due to a shortfall in on-site parking for commercial uses. This amount is forecast to increase to \$1.4 million over the next 20 years. The fund likely would not reach the \$3.2 million needed until most of the properties in the Village redevelop including the larger commercial lots, which are the main contributors to the parking shortfall. The time horizon for this scenario is likely over 20 years.

As discussed in the separate staff report on the Steveston Village Conservation Strategy to be presented at the February 19, 2013 Planning Committee, future developments may choose to provide a minimum of one parking stall per dwelling unit and contribute the difference from the proposed 1.3 stall rate towards the fund. However, this scenario is not very likely to occur as, at full build-out, the residential parking component can be accommodated on-site.

Staff also explored increasing the parking rates to maximize the potential contributions to the fund. Even under a scenario of no relaxation to parking rates (i.e., at the city-wide rate of 1.5 stalls per dwelling unit), all required residential parking could be accommodated on-site. As the shortfall in on-site parking space would remain for commercial uses, the potential contributions to the fund could thus increase up to \$1.5 million if development occurs at the expected pace over the next 10 years. However, staff do not recommend removing the parking relaxation in Steveston as the potential contributions still would not meet the \$3.2 million required in the foreseeable future.

As contributions to this fund from on-site parking shortfalls occur in Steveston Village through development over the next 10 years to reach an anticipated \$750,000, the funds in the new Streetscape Improvement Fund could be used in the interim towards a portion of the streetscape project work. The Roads DCC Program could be used in conjunction with this option, to complete the entire long-term streetscape vision improvements.

- Steveston Business Improvement Area (BIA): the establishment of a BIA would create additional funding via a special charge levied on businesses within a designated area with those funds used to enhance the district, such as improvements to parking. Per Section 215 of the *Community Charter*, the legislation provides for a special charge to be levied on each commercial and/or industrial property within the designated area. The most commonly used methods to levy the contribution are assessment (mill rate percentage) or frontage (fixed sum per linear front footage). As part of the proposed public consultation process (see Section 9), staff would liaise with the Steveston Merchants Association to determine the level of interest in establishing a BIA in Steveston.

Of the three funding concepts, the Roads DCC Program provides the most certainty and greatest ease of implementation as the City wholly controls the funding. A new capital reserve fund or BIA funding lack certainty as both depend on circumstances beyond the City's control. The

reserve fund is dependent upon the pace of development while a BIA requires the support of businesses located within the BIA boundary. These funding concepts would be presented for community feedback as part of the public consultation process discussed in Section 9.

8. Consultation with Stakeholders to Date

Staff presented the parking-related components of the draft long-term streetscape concepts for Bayview and Chatham Streets to representatives of the following stakeholder groups: Steveston Harbour Authority, Steveston Merchants Association, Steveston Community Society, Steveston 20/20 Group, and the Richmond Parking Advisory Committee. **Attachment 9** summarizes the feedback from these groups with respect to the introduction of angle parking on these streets. Generally, there is some support for the options to increase on-street parking but also opposition to the loss of green space on the north side of Bayview Street.

9. Proposed Public Consultation Process

Should the proposed long-term streetscape visions that incorporate increased on-street parking for Bayview and Chatham Streets be endorsed for further consultation, staff propose that the concepts and potential funding mechanisms be presented for public feedback given the scale of the potential changes to the streetscape and public realm of Steveston Village. Staff propose that one open house be jointly held to also present the findings and recommendations set out in the Steveston Village Conservation Strategy report to Planning Committee on February 19, 2013, if endorsed by Council. Staff suggest that this open house be held in April 2013 and the material posted on-line along with a feedback form to provide sufficient opportunities for the public to comment. The date and time of the proposed open house would be advertised on the City's website, in local newspapers and through posters distributed to civic facilities. Stakeholder groups, including the Steveston Merchants Association, Urban Development Institute, Vision 20/20, etc. would also be invited to attend.

Staff would then compile and consider the feedback, and report back by July 2013 with the final recommended streetscape design for each street as well as a refined implementation strategy. These recommendations will be coordinated and brought forward together with a separate report back presenting the final proposed amendments to the Steveston Village Conservation Strategy at the same Planning Committee meeting.

Financial Impact

None at this time. The proposed public consultation activities could be accommodated within the existing divisional operating budget. Any changes to the DCC Program would be reported back as part of the DCC review process. Any future costs associated with the proposed streetscape improvements would be presented through the annual capital budget process.

Conclusion

While there is sufficient public parking available in the Village as a whole (i.e., when streets and public parking lots immediately outside the Village core are included), particularly in underutilized areas to the west and north of Moncton Street, there is a desire for more parking. The proposed long-term streetscape design concepts for Bayview and Chatham Streets are supportive of the heritage character of Steveston and improve the public realm with the provision of sidewalks, more street trees, streetlights and increased accessibility. Both concepts also

provide for increased on-street parking. Given the significant potential changes to the streetscape and public realm of Steveston Village, staff propose that these draft long-term designs be presented for public feedback. Staff would then report back on the outcome by July 2013 with the proposed final streetscape designs.



Sonali Hingorani, P.Eng.
Transportation Engineer
(604-276-4049)

Public Parking in the Steveston Village Area



#	Address	Owner	Spaces	Rates
1	3540 Bayview St	DFO/SHA	18	\$2.00/hr up to 24 hrs
2	3711 Bayview St	DFO/SHA/Steveston Waterfront Properties	29 (+9 reserved)	\$2.00/hr up to 3 hrs
3	3800 Bayview St (West)	DFO/SHA/Steveston Waterfront Properties	24 (2 with 15-min time limit)	\$2.00/hr up to 3 hrs
4	3800 Bayview St (East)	DFO/SHA/Steveston Waterfront Properties	14 (1 with 15-min time limit)	\$2.00/hr up to 3 hrs
5	3771 Bayview St	DFO/SHA	18	\$2.00/hr up to 3 hrs
6	3971 Bayview St	DFO/SHA/Riversong Inn Ltd	38 (+6 reserved)	\$2.00/hr up to 3 hrs / \$8.00 all day
		Subtotal within Core	141	
7	4111 Bayview St	DFO/SHA	57	\$2.00/hr up to 4 hrs / \$10.00 all day
8	12111 6th Ave	DFO/SHA	45	\$2.00/hr up to 4 hrs / \$10.00 all day
9	3300 Chatham St	Onni Development Corp.	225	\$2.00/hr for 1st hr / \$1.00/hr additional hr up to 24 hrs
10	12138 4th Ave	Parks Canada	72 (+3 bus)	\$2.00/hr up to 4 hrs / \$10.00 all day
		Subtotal outside Core	399	
11	12200 2nd Ave	City	38 (+5 reserved)	Free with 3-hr time limit from 9 am-6 pm
12	12220 1st Ave	City	10	Free with 3-hr time limit
		Subtotal within Core	48	
13	3080 Moncton St	DFO/SHA	22	Free with no time limit but may convert to pay
14	3720 Moncton St	City	55	Free with no time limit
		Subtotal outside Core	77	
		City: within Core	331	Free with 3-hr time limit from 9 am to 6 pm
		City: outside Core	65	Free with no time limit
		Subtotal	396	
		On-Street Parking		
		On-Street Parking		
		TOTAL	1,061	

Options to Increase On-Street Parking on Bayview Street

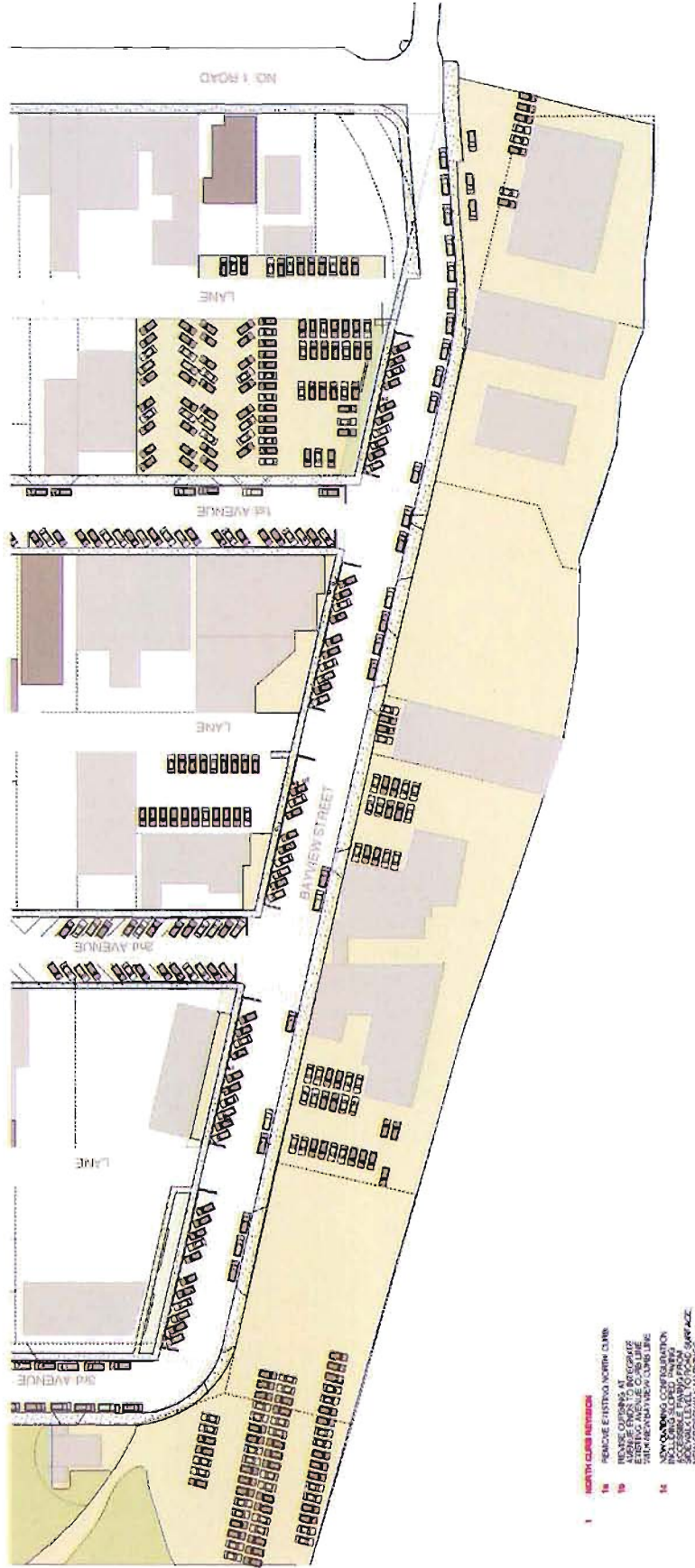
Option	Description	Parking Spaces	Est. Cost	Comments
1	<ul style="list-style-type: none"> maintain existing parallel parking on north and south sides 	<ul style="list-style-type: none"> no net gain total of 17 (north side: 3 / south side: 14) 	\$12,000	<ul style="list-style-type: none"> provide 50 m of missing sidewalk on north side between 2nd Ave and lane to the west missing sidewalk between 3rd Ave and lane to the east to be provided through development
2	<ul style="list-style-type: none"> realign north curb by 6.0 m to allow angle parking maintain existing parallel parking on south side 	<ul style="list-style-type: none"> net gain of 23 total of 40 (north side: 26 / south side: 14) 	\$392,000	<ul style="list-style-type: none"> provision of 1.5 m sidewalk with no boulevard reduces green space between roadway and setback
3	<ul style="list-style-type: none"> realign north curb by 3.5 m to allow angle parking remove existing parallel parking on south side 	<ul style="list-style-type: none"> net gain of 9 total of 26 (north side: 26) 	\$370,000	<ul style="list-style-type: none"> provision of 1.5 m sidewalk and 2.5 m boulevard reduces green space between roadway and setback (but to a lesser degree than Option 2)
4	<ul style="list-style-type: none"> realign north curb by 2.5 m to allow parallel parking maintain parallel parking on south curb 	<ul style="list-style-type: none"> net gain of 11 total of 28 (north side: 14 / south side: 14) 	\$358,000	<ul style="list-style-type: none"> provision of 1.5 m sidewalk and 3.5 m boulevard reduces green space between roadway and setback (but to a lesser degree than both Options 2 and 3)

Options to Increase On-Street Parking on Chatham Street

Option	Description	Parking Spaces	Est. Cost	Comments
1	<ul style="list-style-type: none"> status quo maintain existing parallel parking on north and south sides 	<ul style="list-style-type: none"> no net gain total of 23 (north side: 14 / south side: 9) 	n/a	<ul style="list-style-type: none"> no increase in parking no increase in pavement width and crossing distance
2	<ul style="list-style-type: none"> realign north and south curbs angle parking in the centre of the street 	<ul style="list-style-type: none"> net gain of 55 total of 78 (north side: 39 / south side: 39) 	\$2,377,000	<ul style="list-style-type: none"> significant gain in parking loss of mid-block left-turns potential safety concerns lack of motorist familiarity
3	<ul style="list-style-type: none"> realign north and south curbs angle parking on either side of the street 	<ul style="list-style-type: none"> net gain of 55 total of 78 (north side: 38 / south side: 40) 	\$2,798,000	<ul style="list-style-type: none"> significant gain in parking traditional on-street parking design

Potential Angle Parking on Bayview Street: Long-Term Option 2

STATION IMAGE
1:1000
OPTION C
ANGLE PARKING @ 45°



PLN - 155

11
RECOMMENDED PARKING PROPOSAL
45° ANGLE PARKING - OPTION C
BAYVIEW STREET

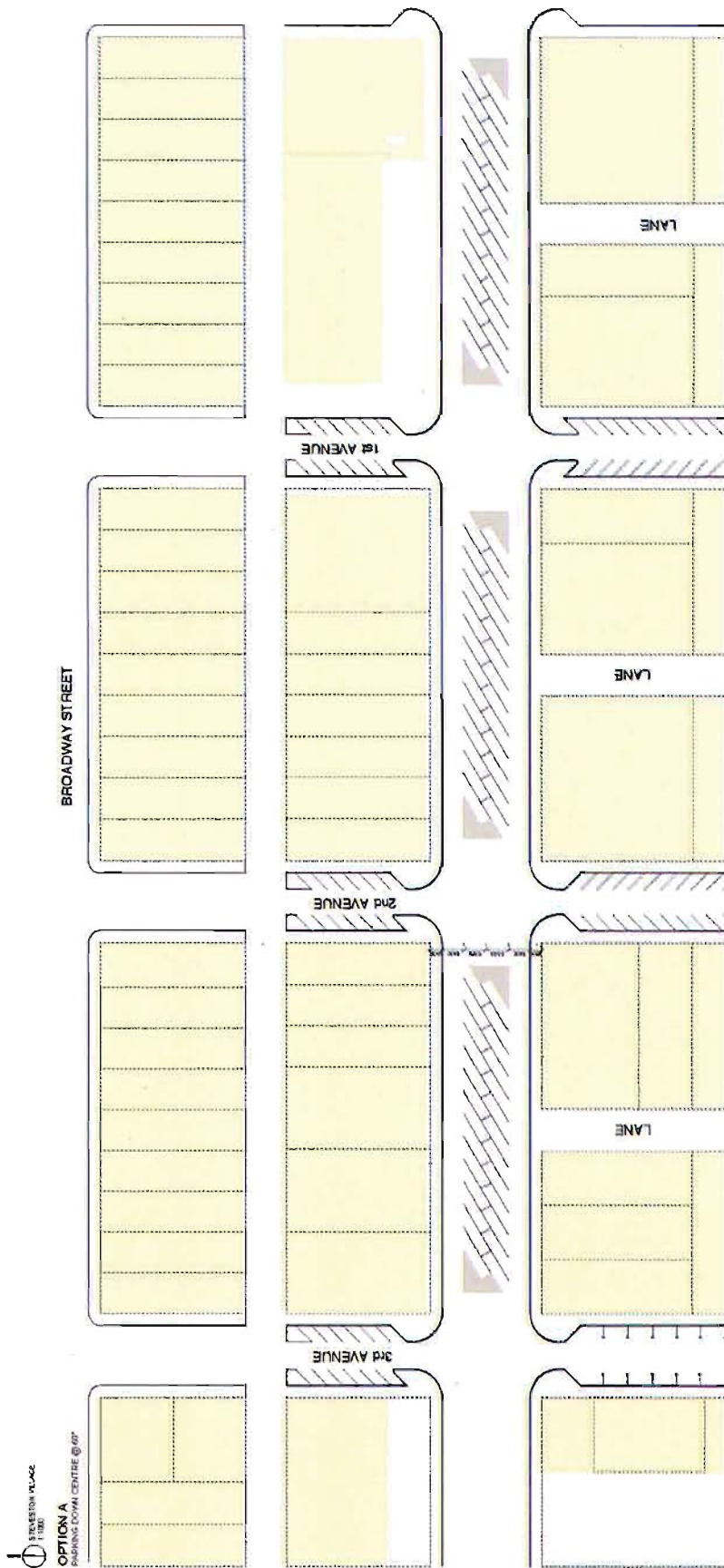
Potential Angle Parking on Bayview Street: 3-D Rendering of Long-Term Option 2



PLN - 156



Potential Centre Angle Parking on Chatham Street: Long-Term Option 2



PLN - 157

Potential Standard Angle Parking on Chatham Street: Long-Term Option 3



OPTION C
ANGLE PARKING @ 45°



- | | | | | | | | |
|-----------|---|-----------|--|-----------|---|-----------|---|
| 1 | SOUTH CURB REVISION | 2 | REVISION TO BUS STOPS | 3 | FIRST PHASE NORTH CURB REVISION | 4 | SECOND PHASE NORTH CURB REVISION |
| 1a | REMOVE PARKING LOT ENCROACHMENTS ONTO CHATHAM STREET | 2a | REORGANIZE BUS PARKING IN ORDER TO USE ONLY THOSE CURB AREAS BETWEEN 2ND AVENUE AND LANE EAST OF 2ND | 3a | REMOVE PARKING LOT ENCROACHMENTS ONTO CHATHAM STREET EXCEPT FOR BLOCK BETWEEN 2ND AND 3RD AVENUES | 4a | REMOVE PARKING LOT ENCROACHMENTS ONTO CHATHAM STREET BETWEEN 2ND AND 3RD AVENUES |
| 1b | REVISE CURBING AT AVENUE ENDS TO INTEGRATE EXISTING AVENUE CURB LINE WITH NEW CHATHAM CURB LINE | 2b | | 3b | REVISE CURBING AT AVENUE ENDS TO INTEGRATE EXISTING AVENUE CURB LINE WITH NEW CHATHAM CURB LINE | 4b | REVISE CURBING AT 3RD AVENUE END TO INTEGRATE EXISTING AVENUE CURB LINE WITH NEW CHATHAM CURB LINE |
| 1c | NEW CURBING CONFIGURATION INCLUDING SLOPED PAVING ACCESSIBLE PAVING FROM SIDEWALK LEVEL TO ROAD SURFACE. NEW CROSSWALK MARKINGS | | | 3c | NEW CURBING CONFIGURATION INCLUDING SLOPED PAVING ACCESSIBLE PAVING FROM SIDEWALK LEVEL TO ROAD SURFACE. NEW CROSSWALK MARKINGS | | NEW CURBING CONFIGURATION INCLUDING SLOPED PAVING ACCESSIBLE PAVING FROM SIDEWALK LEVEL TO ROAD SURFACE. NEW CROSSWALK MARKINGS |

Potential Standard Angle Parking on Chatham Street: 3-D Rendering of Long-Term Option 3



PLN - 159

8

STREET VIEW 2 - RECOMMENDED
CHATHAM STREET LOOKING WEST

Potential Angle Parking on Avenues North of Chatham Street: Example of 2nd Avenue



PLN - 160

Stakeholder Feedback re New Angle Parking on Bayview and Chatham Streets

Stakeholder	Comments	Staff Response
Steveston Merchants Association	<u>Bayview Street</u> <ul style="list-style-type: none"> concerned with loss of green space, impact on pedestrians and cyclists, safety concerns of cars backing out, and vehicle exhaust and noise impacting patio diners, especially as most restaurants are on the north side prefer on-street parking remain as status quo but if increased, prefer parallel over angle parking 	<u>Bayview Street</u> <ul style="list-style-type: none"> proposed streetscape improves pedestrian facilities with continuous 1.5 m sidewalk on both sides existing angle parking on 1st and 2nd Avenues has not been proven to be associated with increased traffic safety concerns angle parking allows greatest increase in parking supply
Steveston Community Society	<u>Chatham Street</u> <ul style="list-style-type: none"> do not oppose provided it does not pose a safety hazard to drivers/pedestrians consider extending angle parking further west towards Garry Point Park <u>Bayview Street</u> <ul style="list-style-type: none"> prefer to eliminate parking but if that is not feasible, then do not oppose angle parking 	<u>Chatham Street</u> <ul style="list-style-type: none"> existing angle parking on 1st and 2nd Avenues has not been proven to be associated with increased traffic safety concerns feasible to extend angle parking westward <u>Bayview Street</u> <ul style="list-style-type: none"> angle parking allows greatest increase in parking supply
Steveston 20/20 Group	<u>Chatham Street</u> <ul style="list-style-type: none"> concern with the safety of angle parking – may be difficult to back out due to vehicle speeds and frequency of buses consider angle parking on 4th Avenue between Chatham Street and Steveston Hwy 	<u>Chatham Street</u> <ul style="list-style-type: none"> existing angle parking on 1st and 2nd Avenues has not been proven to be associated with increased traffic safety concerns angle parking on 4th Avenue is not recommended due to significant impacts to residents as discussed in Section 5
Richmond Parking Advisory Committee	<u>Bayview Street</u> <ul style="list-style-type: none"> angle parking will decrease green space if reconstruction of the north curb is undertaken, consider adding an electric vehicle charging station at one parking space suggest that end spaces that cannot accommodate a vehicle be designated for motorcycle/scooter parking 	<u>Bayview Street</u> <ul style="list-style-type: none"> proposed streetscape improves pedestrian facilities possible to add an electric vehicle charging station at one parking space in future as demand warrants end spaces that cannot accommodate a vehicle can be designated for motorcycle/scooter parking



To: Planning Committee

Date: January 22, 2013

From: Victor Wei, P. Eng.
Director, Transportation

File: 10-6455-01/2012-Vol
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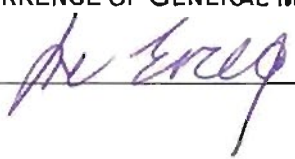


**Re: TANDEM PARKING REQUIREMENTS IN TOWNHOUSE DEVELOPMENTS –
REPORT BACK ON REFERRAL**

Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 8993 (Townhouse Tandem Parking):
 - to permit a maximum of 75% tandem parking spaces in all standard and site specific townhouse zones (except those that already permit 100% tandem parking),
 - to require one tandem parking space to have a wider space if a townhouse is wider than 4.57 m (15 ft), and
 - to require visitor parking for residential uses be identified by signage,be introduced and given first reading.
2. That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), to insert a new Development Permit Guideline regarding way finding signage to visitor parking spaces for multi-family residential uses, be introduced and given first reading.
3. That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), having been considered in conjunction with:
 - the City's Financial Plan and Capital Program;
 - the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;is hereby deemed to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act.
4. That Official Community Plan Bylaw 9000, Amendment Bylaw 8994 (Residential Visitor Parking Signage), having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043 is hereby deemed not to require further consultation.

Victor Wei, P. Eng.
Director, Transportation
(604-276-4131)

Att. 6

REPORT CONCURRENCE			
ROUTED TO:		CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Building Approvals		<input checked="" type="checkbox"/>	
Development Applications		<input checked="" type="checkbox"/>	
Policy Planning		<input checked="" type="checkbox"/>	
REVIEWED BY DIRECTORS		INITIALS: 	REVIEWED BY CAO
			INITIALS: 

Staff Report

Origin

At the regular Council meeting held September 26, 2011, Council considered a report on tandem parking (i.e., where one standard parking space is located behind the other) in new townhouse developments and resolved:

That staff be directed to consult with stakeholders, including Urban Development Institute, Greater Vancouver Home Builders Association, and other small townhouse builders not part of the UDI and GVHBA, on the following parking-related topics specific to multi-family residential developments:

- *impacts of regulating the extent of tandem parking provided;*
- *minimum dimensions of parking stalls; and*
- *measures to better define visibility of visitor parking.*

This report outlines the results of and recommendations arising from the consultations and proposes amendments to Richmond Zoning Bylaw 8500 to realize the recommendations.

Analysis

1. Meetings with and Feedback from Stakeholders

In February 2012, staff met with members of the Urban Development Institute (UDI), other small townhouse builders and the Richmond Parking Advisory Committee to discuss the three (3) identified parking-related topics. Members of the Greater Vancouver Home Builders Association (GVHBA) were unable to attend a meeting but were provided with presentation materials and invited to submit comments to staff. The discussion included gathering feedback on potential options and measures prepared by staff to address the perceived concerns as shown in Table 1 below.

Table 1: Existing and Potential Provisions to Address Parking Concerns

Issue	Existing Bylaw Provision	Potential Option(s)
Extent of Tandem Parking Provided	<ul style="list-style-type: none"> • Outside of site specific zones, 0% of units with two (2) parking spaces may have tandem arrangement (i.e., any tandem parking requires a variance, which would typically be supported if there are no existing/anticipated parking or traffic problems nearby) • Within site specific zones, up to 100% of units with two (2) parking spaces may have tandem arrangement (i.e., no variance required) 	<ul style="list-style-type: none"> • Maintain up to 100% of units may have tandem parking within site specific zones • Outside of site specific zones, the percentage of units that may have tandem parking: <ul style="list-style-type: none"> ○ Maximum of 100% of units ○ Maximum 75% of units ○ Maximum 50% of units ○ Status Quo (0% of units)
Size of Tandem Parking Stalls	<ul style="list-style-type: none"> • Minimum Dimensions: 2.5 m by 5.5 m • Clearance to Walls at Sides: 0.3 m on each side (for total width of 3.1 m) • Clearance to Walls at Front/Back: None 	<ul style="list-style-type: none"> • Dimensions: remain unchanged • Clearance to Walls at Sides: increase by 0.3 m to 0.6 m on each side • Clearance to Walls at Front/Back: increase to 0.3 m at each end

Issue	Existing Bylaw Provision	Potential Option(s)
Visibility of Visitor Parking	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Standardized wayfinding signage from the entrance at maximum 50 m spacing and/or key decision points Standardized signage and pavement markings at each stall Minimum lighting requirements

1.1 Feedback from Developers

Attachment 1 summarizes the key comments from developers regarding each issue as well as the impacts of the potential options. The general tenor of the developer feedback was:

- Extent of Tandem Parking Provided: prefer to maintain the status quo, as variances are typically supported, and let the market (rather than the City) decide how much tandem parking to provide;
- Size of Tandem Parking Stalls: prefer to maintain the status quo, as increasing the clearance may increase the unit size and thus decrease affordability; and
- Visibility of Visitor Parking: support the standardization of signage and pavement markings.

In addition, Polygon Homes compiled a list of 29 completed projects located in 10 different municipalities (including four in Richmond that are shaded in grey) where the percentage of units in each development that have tandem parking ranged from 31 to 100 per cent of the units constructed (see **Attachment 2**). For these projects, the company's in-house Customer Service Group received 1,364 customer responses on various aspects of the developments. As shown in the last column of the table, there were minimal customer responses (a total of nine, or 0.7 per cent of total responses) regarding tandem parking. For the four Richmond developments that have an average of 74 per cent of the units with tandem parking, a total of 172 customer responses were received with only one response related to tandem parking. Polygon therefore concludes that there is no compelling evidence from customers of a perceived problem with tandem parking.

1.2 Feedback from Richmond Parking Advisory Committee

Staff also met with the Richmond Parking Advisory Committee in February 2012 to discuss the parking-related topics and the potential options and measures. **Attachment 3** summarizes the comments provided by members, which are similar in tone to those provided by the developers.

2. Proposed Recommendations

The proposed recommendations for Richmond seek to maintain and enhance the liveability of the city for both existing and new residents in terms of housing affordability, range of housing type available and parking impacts of new residential developments, while at the same time streamlining the provision of tandem parking and avoiding undue hardship for the development industry.

2.1 Extent of Tandem Parking Provided in Townhouse Developments

For all options, the current bylaw provision whereby up to 100 per cent of units with two parking spaces in site specific zones may have those spaces in a tandem arrangement would be

maintained (see **Attachment 4** for the location of these specific zones, which are generally located within the City Centre area with the exception of two site specific zones in the Hamilton area and on Francis Road just east of No. 3 Road). The following three options would apply to townhouse developments outside of the existing site specific zones.

In addition, for each option, staff would continue to assess any parking variance requests to provide tandem parking for more than the permitted limit on a case-by-case basis based on the following criteria:

- Size of Development: size of the site and/or the extent of street frontage, which impacts the flexibility for site planning. For example, for small infill projects, particularly in the City Centre, the size and configuration of the site would likely trigger the need for more tandem parking in order to make the proposed project feasible and to achieve the density envisioned in the relevant area plan;
- Site Constraints: site geometry and other specific constraints (e.g., ground floor is non-habitable due to the minimum flood construction level requirement, tree retention); and
- Site Location: the extent of parking restrictions on the fronting and/or side streets and the proximity of the development to existing single family neighbourhoods.

In developing the options, staff also considered the practice of other municipalities in the Metro Vancouver area. As noted in the previous report considered by Council in September 2011, three municipalities (i.e., Vancouver, Surrey and Delta) specifically permit tandem parking arrangements for residential developments in their bylaws while other jurisdictions (e.g., Burnaby, New Westminster, Coquitlam) do not identify tandem parking in their bylaws but do support the arrangement in practice. Only the City of Vancouver specifies a maximum percentage of units that are permitted to have tandem parking, which is 50 per cent.

Option 1: Status Quo – 0 % of Units Permitted for Tandem Parking Unless Variance is Granted

Based on current practice, any proposal beyond the permitted zones for a development with a townhouse unit that has two (2) parking spaces to have the spaces in a tandem arrangement would require a variance (even if only one (1) unit in the entire complex is proposed to have tandem parking), and developers may seek a variance to provide tandem parking for up to 100 per cent of the units.

As there had been general support of the City in the past for variances to permit tandem parking, this option is supported by local developers who oppose any perceived limit on the extent of tandem parking permitted in townhouse developments. Supporting variances for tandem parking helps reduce lot coverage, particularly for smaller sites, and maintain unit variety and affordability. Conversely, maintaining the status quo is administratively cumbersome as a variance is necessarily generated each time thus diminishing the effectiveness of the existing bylaw provision.

Option 2: Up to a Maximum of 75 % of Units Permitted for Tandem Parking (Recommended)

Under this option, a maximum of 75 per cent of the units could have parking in a tandem arrangement and thus would not require a variance. Any proposals seeking a tandem parking arrangement for more than 75 per cent of the units would require a variance. As an example, a 40-unit townhouse development could have up to 30 units with parking in a tandem arrangement

with the remaining 10 units having any combination of single or side-by-side parking spaces that sums to the total number of required parking spaces, unless a variance is requested that the remaining 10 units have tandem parking instead of side-by-side parking.

Based on staff's review of 49 existing townhouse developments randomly selected throughout Richmond, an average of 61 per cent of townhouse units have tandem parking (see **Attachment 5**). Staff's assessment of applications processed within the past three years indicates that this percentage has increased, likely due to rising land prices. Therefore, the proposed maximum limit would be generally consistent with the current practice of developers. While this maximum rate is higher than that permitted by the City of Vancouver, staff believe this figure is appropriate for Richmond as it reflects existing conditions which, as noted in the prior report on this topic, have not resulted in a lack of on-street parking capacity.¹

This option would benefit developers by significantly reducing the current number of variance requests as such a request would not be triggered until the threshold of 75 per cent of the units is passed, as opposed to the current threshold of one or more units. As noted above, staff would continue to assess any parking variance requests to provide tandem parking for more than the permitted limit on a case-by-case basis. More importantly, permitting a higher percentage of townhouse units to have tandem parking would help maintain the affordability of these units, as this parking arrangement typically allows a greater unit yield on a given site.

Option 3: Up to a Maximum of 50 % of Units Permitted for Tandem Parking

Under this option, a maximum of 50 per cent of the units could have parking in a tandem arrangement and thus would not require a variance. Any proposals seeking a tandem parking arrangement for more than 50 per cent of the units would require a variance. This option is not recommended as staff deem the limit too onerous for developers in terms of the viability of a project. More importantly, the lower the permitted limit on the extent of tandem parking allowed, the greater the negative impact on affordability as units with tandem parking typically cost less for homebuyers.

2.2 Size of Tandem Parking Stalls

As survey respondents² cited concerns regarding the width of parking stalls in a tandem arrangement, staff explored options to improve the accessibility of the stalls.

Per the City's existing bylaw requirement, the minimum width of a parking space shall be increased by 0.3 m where the parking space adjoins a wall. Thus, for a tandem parking space in a townhouse that has a wall on either side, the minimum parking stall width of 2.5 m would be increased by 0.3 m on either side for a total width of 3.1 m. As shown in Table 2 below, these lateral clearance requirements are generally consistent with those of other municipalities in the region. In addition, other municipalities typically do not require any additional clearance at the front or back of the parking space.

¹ Staff site visits to 35 existing townhouse developments with both tandem and conventional side by side parking in August 2011 concluded that the streets surrounding the developments generally have excess on-street parking capacity for both residents of and visitors to these neighbourhoods.

² As summarized in the report considered by Council in September 2011, staff distributed a survey in July 2011 to owners and occupants of 35 existing townhouse developments in Richmond with both tandem and conventional side-by-side parking seeking their feedback regarding on-site vehicle adequacy and convenience.

Table 2: Tandem Parking Clearance Provisions in Other Greater Vancouver Municipalities

Municipality	Min. Dimensions of Parking Space (L x W)	Lateral Clearance Requirement for Tandem Parking Stall	Overall Parking Space Width
Vancouver	5.5 m x 2.5 m	0.2 m on each side	2.9 m
Surrey	6.1 m x 2.6 m (inside) 6.0 m x 2.6 m (outside)	0.2 m on each side	3.0 m
Delta	5.5 m x 2.75 m	minimum stall width of 3.0 m where parking space abuts a wall	3.0 m
Richmond	5.5 m x 2.5 m	0.3 m on each side	3.1 m
Burnaby	5.5 m x 2.6 m	0.3 m on each side	3.2 m
New Westminster	5.3 m x 2.59-2.74 m	0.3 m on each side for entire length except for 1.22 m at each end on sides that abut the wall	3.19-3.34 m
Coquitlam	5.8 m x 2.6-2.9 m	0.3 m on each side	3.2-3.5 m

Each option below pertains to the lateral clearance provided for a tandem parking stall. Staff do not propose adding a clearance requirement for the front and/or back of a tandem parking stall, as survey respondents who have tandem parking spaces did not indicate a desire for greater clearance at the front or back; rather, the consistent comment was that the parking spaces were not wide enough.

Option 1: Status Quo – Maintain Minimum Overall Parking Space at Width 3.1 m

The width of a typical compact sedan (e.g., late model Honda Civic) is 1.85 m and its doors, when opened to the first spacing, typically add another 0.60 m on either side resulting in an overall width of 3.05 m. While the City's existing requirement of 3.10 m for the overall parking space width would allow both doors of this typical compact sedan to be opened on both sides at the same time, this may not be achievable for a larger vehicle.

Option 2: Increase Minimum Width plus Clearance from 3.1 m to 3.4 m for One Stall Only for Units Greater than 4.57 m in Width (Recommended)

Under this option, the overall minimum width plus clearance for one of the tandem parking stalls would be increased from 3.1 m to 3.4 m with the other stall permitted to remain at 3.1 m as a narrower width for one of the stalls is necessary to accommodate the adjacent foyer which is typically wider than the staircase in order to provide a comfortable and functional space at the door entrance. This was confirmed with staff's review of relevant development plans and field tests at a new townhouse unit of width greater than 4.57 m (15 feet). As such, staff concluded that the proposed wider width of 3.4 m can only be accommodated adjacent to the staircase.

While a width of 3.1 m can accommodate a typical compact vehicle (i.e., so that both doors of the vehicle can open to the first spacing at the same time) as noted in Option 1, it cannot accommodate a larger vehicle such as a minivan or sport utility vehicle. Using a late model Dodge Caravan, staff confirmed that an overall width of 3.4 m is needed to allow both doors of the vehicle to be opened to the first spacing at the same time.

Staff reviewed further typical floor plans of narrower townhouse units and consulted with several developers and architects who specialize in townhouse developments in Richmond to determine whether or not the proposed 3.4 m minimum width for only one of the stalls would be viable without increasing the overall width of the dwelling unit. The consensus is that typical

townhouse units greater than 4.57 m (15 feet) on the ground floor could accommodate the recommended increased width of one of the two tandem stalls.

Given the industry feedback and the relatively small number of units (estimated at less than 20%) built with tandem parking that are 4.57 m (15 feet) wide or less, staff propose that townhouse units that are 4.57 m (15 feet) or narrower in width be exempt from the proposed change to increase the minimum width to 3.4 m. With this approach, staff would assess any parking variance requests on a case-by-case basis.

Staff further recommend that the proposed new requirement should allow developers the flexibility to determine which of the two tandem parking spaces would be provided with the increased overall width of 3.4 m based on the internal layout of the unit.

Option 3: Increase Minimum Width plus Clearance from 3.1 m to 3.7 m

Under this option, the lateral clearance would be increased by 0.3 m to 0.6 m on each side such that existing minimum width plus clearance would be increased from 3.1 m to 3.7 m, which would be appreciably wider than the existing minimum widths of the surveyed municipalities shown in Table 2. While this option would allow the opening of both doors of vehicles larger than a typical minivan such as a full size SUV, it is not recommended due to its estimated negative impact upon construction costs and thus affordability. The development community indicated that increasing the width of a tandem garage by 0.3 m (one foot) would increase overall construction costs by up to five per cent given a three-storey unit that is 6.1 m (20 feet) in length (i.e., 20 square feet multiplied by 3 storeys). This additional cost would be reflected in the ultimate market price for the potential homebuyer.

2.3 Visibility of Visitor Parking

As all stakeholders consistently support the development of standardized signage and pavement markings to better identify the location of visitor parking within multi-family residential developments, staff propose to define the design and placement of these items including the following elements:

- size, wording and colour of the signage;
- size of text for the signage and pavement markings; and
- location and spacing of wayfinding signage.

2.4 Further Consultation with Stakeholders

Staff met again with members of UDI in November 2012 to review the recommended measures. As indicated in **Attachment 6**, the agency fully supports the proposed changes.

3. Proposed Amendments to Bylaws

Richmond Zoning Bylaw 8500, Amendment Bylaw 8993, and Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 8994, are based on the recommended options for the extent of tandem parking provided and the size of tandem parking stalls, as well as the measures to improve the visibility of visitor parking.

Financial Impact

None.

Conclusion

As directed by Council, staff consulted with stakeholders regarding three parking-related topics specific to multi-family developments: (1) the impacts of regulating the extent of tandem parking provided; (2) the minimum dimensions of tandem parking stalls; and (3) measures to better define visibility of visitor parking. Based on stakeholder feedback and staff analysis, staff recommend the following amendments to Richmond Zoning Bylaw 8500 and Richmond Official Community Plan Bylaw 9000:

- establish that a maximum of 75 per cent of the total townhouse units with two (2) parking spaces in an enclosed garage may have those parking spaces in a tandem arrangement for those areas outside of the existing site specific zones, with requests for variances of this limit to be considered on a case-by-case basis;
- increase the minimum width plus clearance for one of the tandem parking stalls from 3.1 m to 3.4 m with the other stall permitted to remain at 3.1 m for townhouse units greater than 4.57 m in width; and
- require standardized signage and pavement markings to better define the location and visibility of visitor parking.

The recommended changes in townhouse parking requirements are considered to achieve an optimal balance between enhancing liveability of existing and new residents, maintaining the affordability of new townhouses, reducing bureaucracy in the provision of tandem parking, and precluding hardship on the development industry.



Joan Caravan
Transportation Planner
(604-276-4035)



Fred Lin, P.Eng., PTOE
Senior Transportation Engineer
(604-247-4627)

JC:rg

Feedback from Developers

Issue	Key Comments
Extent of Tandem Parking Provided	<ul style="list-style-type: none"> • Would not support changes or limits to existing bylaw provisions • Issue is a perceived (not actual) problem as there is no clear evidence that on-site tandem parking creates spill-over of parking to the adjacent streets • Use of on-street parking can be attributed to residents of all housing types regardless of the parking arrangement due to: <ul style="list-style-type: none"> ◦ residents with more vehicles than parking spaces ◦ residents using the garage for storage of items rather than vehicles ◦ rental units in the area • Site observations documented by staff in previous report indicate there is sufficient on-street parking • Let the market (not the City) decide how much tandem parking to provide • Developers are sensitive to the market and will not build something that buyers do not want • Already striving to achieve a balance between affordability and tandem versus side-by-side parking • No indication from clients/buyers that tandem parking is unacceptable • Given the geometry of a particular site and the restraints of FSR, site coverage, setback, and tree retention, it is not always possible to provide only side-by-side parking • A “one size fits all” regulation for all sites would not be equitable, instead consider each development on its own merits • Consider regulating on-street parking (e.g., implement pay parking, a 2-hour time limit or increased enforcement of three hour time limit) to ensure there is turnover and spaces available • Undertake further review of particular locations that have generated complaints to determine if tandem parking is really the source or is it really the increase in density • As units with side-by-side parking are wider than those with tandem parking (typically 300-500 sq ft larger), any limits on extent of tandem parking provided will decrease the: <ul style="list-style-type: none"> ◦ range of housing choices available ◦ affordability due to larger size of unit ◦ amount of open space on development site
Size of Tandem Parking Stalls	<ul style="list-style-type: none"> • Would prefer to maintain existing bylaw provisions but some developers would consider an option to increase the clearance on one side only by 0.3 m to 0.6 m with no change in the clearance at the front and back • No indication from clients/buyers that size of tandem parking stall is unacceptable • Any trend towards buying smaller vehicles will mitigate this issue • As the size of the garage dictates the size of unit above, increasing the clearance will increase the unit size and, in turn, will decrease affordability and the amount of open space
Visibility of Visitor Parking	<ul style="list-style-type: none"> • Agree that standardized signage and pavement markings should be developed and would not impose any negative impacts • Do not support the consolidation of visitor parking in one location; prefer to distribute spaces around the site to maximize proximity to ultimate destination • Consolidation of visitor parking may inconvenience some guests as they would have to walk farther to their destination

Feedback from Richmond Parking Advisory Committee

Issue	Key Comments
Extent of Tandem Parking Provided	<ul style="list-style-type: none"> • No need for City to regulate as developers know the market and will not build units that are undesirable. • Not clear there is evidence of spill-over parking on to the street from townhouse developments with tandem parking as staff were unable to establish a correlation between the type and extent of parking arrangements in a townhouse development and the adjacent street occupancy rate. • Agree that changing from the status quo would reduce the number of variances required but also acknowledge that, should a maximum limit be established, developers are concerned that any applications for more than that limit will be subject to greater scrutiny by staff than currently.
Size of Tandem Parking Stalls	<ul style="list-style-type: none"> • No need to revise size of tandem parking stall as residents knew what they were buying and have the option of trading their current vehicle for a narrower one. • Not clear this is a significant issue as, outside of the targeted survey, the City has rarely received complaints regarding the stall size. • Some of the survey responses may be somewhat misleading as phrasing of question invited response of desiring more space.
Visibility of Visitor Parking	<ul style="list-style-type: none"> • Agree that better signage is needed and it is important to include the word "only" on the sign (i.e., "Visitor Parking Only"). • Agree that pavement markings are also needed, not just signage. • Upon implementation, will need strata councils to take responsibility for enforcing the proper use of the visitor parking.

**Multi-Family Residential Development Projects Completed by Polygon Homes:
Customer Feedback re Tandem Parking**

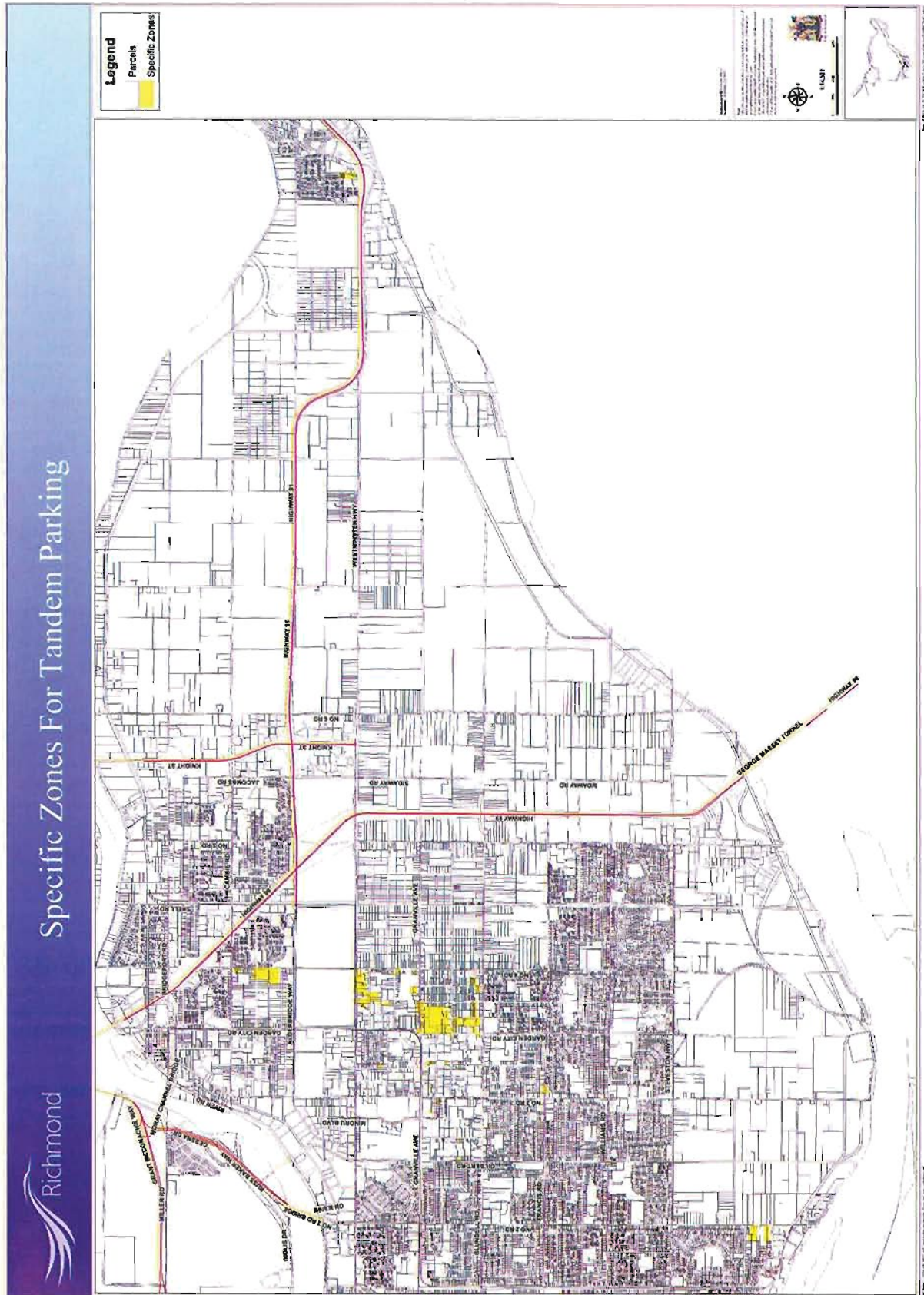
	Project Name	Location	Total Homes Surveyed (Ti. No. Units)	Total Responses	Total Units With Tandem Parking	Percent Units With Tandem Parking	Comments on Tandem Parking
1	Tyneridge Phase 1	Coquitlam	41	6	37	90%	0
2	Kinfield	Abbotsford	69	1	69	100%	0
3	Red Maple Park Phase 1	Township of Langley	51	1	44	86%	0
4	Equinox Phase 1 & 2	Delta	80	34	79	99%	0
5	Wishing Tree Phase 1 & 2	Richmond	68	27	68	100%	0
6	Kensal Walk Phase 1, 2, & 3	Port Moody	119	32	83	70%	0
7	Wedgewood	North Vancouver	55	22	36	65%	0
8	Spyglass Phase 1 & 2	Delta	91	47	28	31%	0
9	Kaleden Phase 1, 2, 3 & 4	Surrey	185	82	176	95%	0
10	Whitetail Lane Phase 1-4	Coquitlam	230	92	116	50%	1
11	Radiance Phase 1 & 2	Delta	89	44	85	96%	0
12	Hennessy Green Phase 1 & 2	Richmond	98	51	53	54%	0
13	Pepperwood Phase 1, 2, & 3	Township of Langley	157	57	152	97%	0
14	Currents	Port Moody	36	12	36	100%	0
15	Oaklands Phase 1 & 2	Surrey	123	54	123	100%	3
16	Bannister Mews	Vancouver	28	13	16	57%	0
17	Terramor Phase 1, 2, & 3	Burnaby	177	78	144	81%	0
18	Whisper Ridge	Coquitlam	85	46	30	35%	0
19	Sagebrook	Township of Langley	164	83	164	100%	0
20	Brooklands	Surrey	137	81	137	100%	1
21	Uplands	Surrey	124	60	91	73%	0
22	** Jasmine Lane	Richmond	59	32	59	100%	1
23	Southpointe	Burnaby	42	24	20	48%	0
24	Indigo Phase 1 & 2	Port Moody	127	74	77	61%	1
25	Churchill Gardens Phase 1 & 2	Vancouver	70	39	22	31%	0
26	Huckleberry Phase 1 & 2	Surrey	82	48	82	100%	0
27	Steeplechase Phase 1 & 2	Township of Langley	88	49	88	100%	0
28	Amberleigh Phase 1 & 2	Township of Langley	187	113	187	100%	2
29	Leighton Green Phase 1 & 2	Richmond	94	62	56	60%	0

Total Overall	2,956	1,364	2,358	80%	9
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Total For Richmond Projects	319	172	236	74%	1
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** The comment from the Richmond homeowner was "Better to have a side-by-side garage."

Site Specific Zones where Tandem Parking Permitted in up to 100 % of Units



**Proportion of Tandem Parking in Sample Townhouse Developments
Completed in Richmond**

Address	# Units	% Tandem Parking
22380 Sharpe Ave	35	0.0%
22386 Sharpe Ave	17	52.9%
22711 Norton Court	33	100.0%
22728 Norton Court	9	55.6%
22788 Norton Court	24	83.3%
22788 Westminster Hwy	54	72.2%
9800 Odlin Road	92	54.3%
6111 No. 1 Road	34	88.4%
6179 No. 1 Road	35	
6331 No. 1 Road	33	81.8%
6511 No. 1 Road	12	0.0%
7231 No. 2 Road	26	53.8%
8171 No. 2 Road	10	80.0%
7171 Steveston Hwy	50	76.0%
9600 No. 3 Road	16	75.0%
12251 No. 2 Road	50	55.6%
12311 No. 2 Road	54	77.8%
8691-8791 Williams Road	31	51.6%
8080 Blundell Road	8	50.0%
9131-9151 Williams Road	9	33.3%
6180 Alder Street	20	10.0%
6199 Birch Street	40	100.0%
9333 Ferndale Road	30	36.7%
9420 Ferndale Road	24	87.5%
9580 Alberta Road	13	46.2%

Address	# Units	% Tandem Parking
9400 Ferndale Road	8	87.5%
9551 Ferndale Road	58	86.2%
9751 Ferndale Road	21	100.0%
6188 Birch Street	59	50.8%
9451 Granville Ave	30	96.7%
9791 Granville Ave.	7	57.1%
7393 Turnill Street	45	75.6%
9333 Sills Ave	59	57.6%
7331 No. 4 Road	22	18.2%
9308 Keefer Street	31	87.1%
9688 Keefer Street	32	56.3%
7533 Turnill Street	15	91.7%
7533 Heather Street	45	91.7%
9051 Blundell Road	12	66.7%
7840 Garden City Road	10	60.0%
7820 Ash Street	5	40.0%
7071 Bridge Street	17	0.0%
9651 Alberta Road	22	100.0%
7060 Ash Street	17	0.0%
7771 Bridge Street	22	81.8%
9699 Sills Avenue	45	0.0%
7373 Turnill Street	24	62.5%
6100 Alder Street	21	38.1%
6099 Alder Street	52	38.5%
7051 Ash Street	40	100.0%

Overall Average = 60.5 per cent tandem parking



URBAN DEVELOPMENT INSTITUTE – PACIFIC REGION
#200 – 602 West Hastings Street
Vancouver, British Columbia V6B 1P2 Canada
T. 604.669.9585 F. 604.689.8651
info@udi.org
www.udi.bc.ca

November 23, 2012

Victor Wei, P. Eng.
Director, Transportation
City of Richmond
6911 NO.3 Road
Richmond, BC V5Y 2C1

Dear Mr. Wei:

Re: Tandem Parking Regulations

I would like to thank you and your staff for working with representatives from the Urban Development Institute (UDI) on new regulations for tandem parking spots in townhouse unit garages. UDI and the City have had several meetings this past year, and the result is a balanced and progressive package of proposals in three areas –reducing the need for parking variances, increasing width of parking stalls, and improvements to visitor parking.

Reducing the Need for Variances:

UDI strongly endorses the proposals to permit tandem parking spaces for up to 75% of dwelling units in townhouse developments without a variance. Currently, almost every project with tandem parking requires a variance, which unnecessarily consumes staff resources and delays the development review process.

In the September 6, 2011 Report to Council on *Tandem Vehicle Parking in Multi-family Residential Units*, staff report on their analysis regarding the spillover impacts of townhouse projects with tandem parking on on-street parking in adjacent areas. Staff found the impact to be minimal, noting “On-site observations indicate that the streets surrounding the developments generally have excess on-street parking capacity for both residents of and visitors to these neighbourhoods.”

There are affordability considerations as well. Tandem parking is needed to reduce the width of units to lower costs. Narrow units have lower construction costs and are therefore more affordable for homebuyers. On typical three story units, an additional foot in width adds 80 square feet to the floor area of a unit. The average sales price for a new townhouse unit in Richmond is approximately \$400 per square foot, so that additional 80 square feet represents an increase of \$32,000 to the price of a unit.

Increasing the Width of Stalls:

As noted above, UDI is concerned about the cost implications of widening units. However, we believe the proposal by City staff to widen parking stalls in townhouse garages will not result in wider units and higher costs. It is a balanced proposal that will provide better parking for residents. At the same time, staff have noted that they still allow 15 foot-wide affordable townhouse units to continue to be built within the City.

Visitor Parking:

UDI supports the enhancements to residential visitor parking to provide guidance/wayfinding signage to visitor parking; ensure the visitor parking area is well lit; and provide pavement marking and signage for visitor parking stalls. These improvements add value without increasing the costs of townhouse projects.

UDI has also suggested that the City and industry work together to encourage strata corporations to maintain their signage and pavement markings for visitor parking stalls.

I thank you again for working with UDI's Liaison Committee on the proposed tandem parking regulations. We support your proposals and look forward to working with Richmond on this and other issues.

Yours truly,



Anne McMullin
President and CEO

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**Richmond Zoning Bylaw 8500, Amendment Bylaw 8993
(Townhouse Tandem Parking)
City of Richmond**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following new subsections in Section 7.5 Development & Maintenance Standards for On-Site Parking:

“7.5.6.A. Where residents of a single **dwelling unit** reside in a **building** used for **housing, town** and intend to use two **parking spaces**, a maximum of 75% of the spaces may be provided in a **tandem arrangement** within an enclosed garage except in **site specific zones** ZT45, ZT48 to ZT53, ZT55 to ZT65 and ZT67, with one standard **parking space** located behind the other, and both standard **parking spaces** may be perpendicular to the **adjacent** manoeuvring aisle and **housing, town dwelling units** with a width greater than 4.57 m shall have the following clear minimum dimensions for one of the **parking spaces** provided in a **tandem arrangement**:

One Parking Space	Length	Width	Lateral Clearance	Total Space Width
Standard Space	5.5 m	2.5 m	0.9 m	3.4 m

- “7.5.19. Visitor parking required for multiple-family residential **uses** shall be:
- a) marked with a clearly visible sign a minimum size of 300 mm by 450 mm with the words “VISITORS ONLY” in capital letters identifying the spaces; and
 - b) marked on the parking surface with the words “VISITORS ONLY” in capital letters a minimum 30 cm (12 in) high and 1.65 m (65 in) in length.”

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 8993**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER



**Richmond Official Community Plan Bylaw 9000,
Amendment Bylaw 8994
(Residential Visitor Parking Signage)
City of Richmond**

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

1. Richmond Official Community Plan Bylaw 9000, as amended, is further amended by inserting the following new subsections in Section 14.0 Development Permit Guidelines:
 - “14.4.5.A.b) Way finding signage to visitor parking spaces for residential units should be provided at the entrance to the development, at each location where a visitor vehicle needs to turn and at a maximum spacing of 50 m (164 ft). The design/format and colour of the way finding signage is to be reviewed and approved by the City.”
 - “14.5.1.E.c) Way finding signage to visitor parking spaces for residential units should be provided at the entrance to the development, at each location where a visitor vehicle needs to turn and at a maximum spacing of 50 m (164 ft). The design/format and colour of the way finding signage is to be reviewed and approved by the City.”
 - “14.5.13.C.b) Way finding signage to visitor parking spaces for residential units should be provided at the entrance to the development, at each location where a visitor vehicle needs to turn and at a maximum spacing of 50 m (164 ft). The design/format and colour of the way finding signage is to be reviewed and approved by the City.”
2. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 8994”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee

Date: January 22, 2013

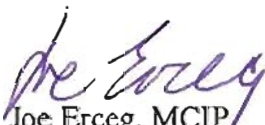
From: Joe Erceg, MCIP
General Manager, Planning and Development

File: 08-4200-03/2012-Vol 01

Re: Proposed Changes to the Steveston Village Conservation Strategy

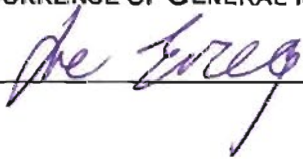


Staff Recommendations

1. That the proposed Review Concept to amend the Steveston Village Conservation Strategy outlined in this report be endorsed in principle for the purpose of carrying out public consultation.
2. That staff report back on the outcome of the above public consultation regarding the proposed Review Concept.



Joe Erceg, MCIP
General Manager, Planning and Development

Att. 1

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Development Applications	<input checked="" type="checkbox"/>		
Transportation	<input checked="" type="checkbox"/>		
Engineering	<input checked="" type="checkbox"/>		
REVIEWED BY DIRECTORS	INITIALS: 	REVIEWED BY CAO	INITIALS: 

Staff Report

Purpose

The purpose of this report is to present a proposed Review Concept to address Council's concerns regarding the Steveston Village Conservation Strategy (the Strategy). The Review Concept proposes several changes to clarify the Conservation Strategy and implementation, and seek permission to proceed to public consultation.

Origin

At the June 21, 2011 meeting of the Planning Committee, staff presented a report for the rezoning of 3531 Bayview Street (application RZ 10-547513). The Committee considered the proposal and referred the application back to staff. Staff were directed to re-examine the Steveston Village Conservation Strategy and the rezoning proposal, specifically to review the parking reductions, permitted density, building height policies and general design guidelines of the Strategy. In addition, staff was to provide information on how the rezoning proposal could be amended to better conform to the Strategy.

The rezoning proposal was withdrawn by the new property owner on May 11, 2012. The new owner has submitted a modified proposal under a new rezoning application, which is being reviewed to ensure that it is compatible with the proposed Village Conservation Strategy Review Concept described in this report.

Background

The Steveston Village Conservation Strategy was developed to provide an incentive-based program to support and facilitate heritage conservation in the Steveston Village, and in particular preservation of 17 heritage buildings identified as important features of the community. The Strategy was approved by Council on June 22, 2009. In the process Council designated the Steveston Village Core as a Heritage Conservation Area and established development application requirements for the alteration of land and buildings located within the Conservation Area. Council also adopted revisions to the Development Permit Guidelines in the Steveston Area Plan (Schedule 2.4 of the Official Community Plan). The new development permit guidelines are intended to preserve the exteriors of the 17 identified heritage buildings in the Village, and provide general guidelines for the alteration or re-development of the other 73 non-heritage buildings in the Village Conservation Area.

Findings of Fact

The Strategy provides incentives for heritage preservation and new development which respect the historic character and value of Steveston Village including:

- Density bonus provisions to increase density from a base density of 1.0 FAR to 1.2 FAR to promote heritage conservation and retain the small scale character of the Village and for a contribution to affordable housing;

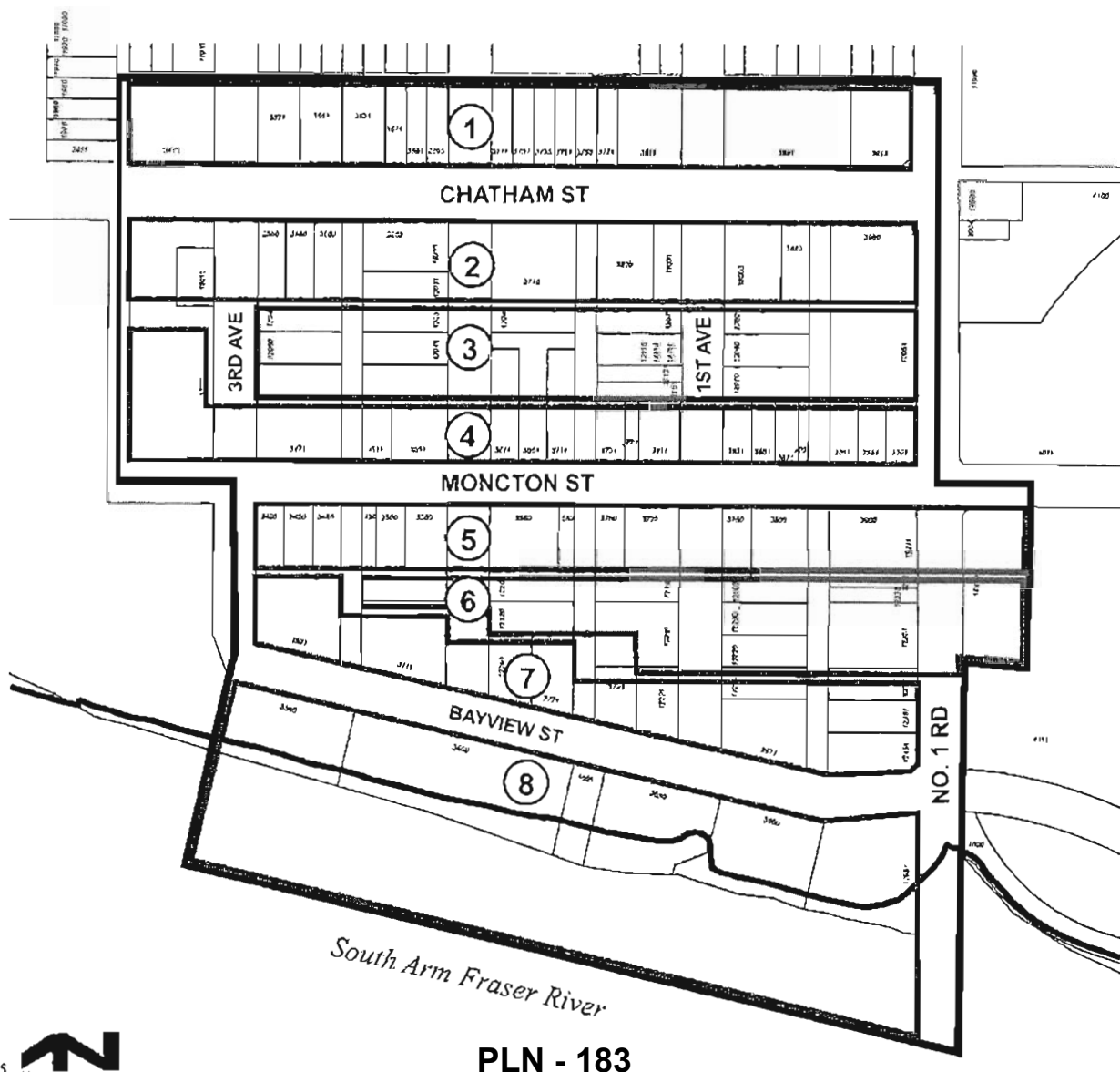
- Additional density bonus provision of 0.4 FAR for a maximum of up to 1.6 FAR for the preservation of an existing heritage resource, contributions to a Heritage Grant Program, and a contribution to affordable housing;
- Parking reductions of up to 33% of the Zoning Bylaw parking requirement for residential and non-residential uses as an incentive for heritage conservation and to encourage a compact and walkable community and;
- Ground floor (non-residential) slab elevation is to be measured from the existing street grade.

Analysis

1. Village Sub-Areas

For the purposes of this report, Conservation Strategy policies have been categorized based on 8 Village sub-areas, as shown on the following map:

Figure One – Sub-Areas in the Steveston Village



These areas are:

1. Chatham Street North
2. Chatham Street South
3. Chatham Street Midblock
4. Moncton Street North
5. Moncton Street South
6. Moncton Street Midblock
7. Bayview Street North
8. Bayview Street South / Riverfront

A larger version of this map and a detailed table summarizing how the proposed Review Concept applies to these sub-areas is provided in **Attachment 1**.

2. Parking - General

As an incentive for heritage conservation and to encourage the retention of the small scale of development, the existing Strategy permits a reduction in off-street parking of up 33% as follows:

- Residential use: from 1.5 to 1 space per dwelling unit plus 0.2 visitors' space per unit. In mixed-use buildings, residential visitors' parking is shared with non-residential parking.
- Non- residential uses:
 - General and Convenience Retail, Office, and Service Uses - from 3 to 2 spaces per 100 sq. m of floor area;
 - Restaurant - from 8 to 6 spaces per 100 sq. m of floor area; and
 - General Industrial - from 1 space per 100 sq. m of floor area to 0.66 space per 100 sq. m of floor area.

Planning Committee Concerns

Concerns were raised at Planning Committee regarding the residential parking reduction allowed under the existing Strategy. Committee members expressed a range of opinions regarding the parking reductions in the Strategy: some members had no concerns with the 33% reduction permitted; some Committee members supported some level of parking reduction; and some were not in favour of any reduction to required off-street parking. One concern was that the permitted reduction for residential parking would result in too much residential parking occurring on the streets, creating a shortfall in available on-street parking.

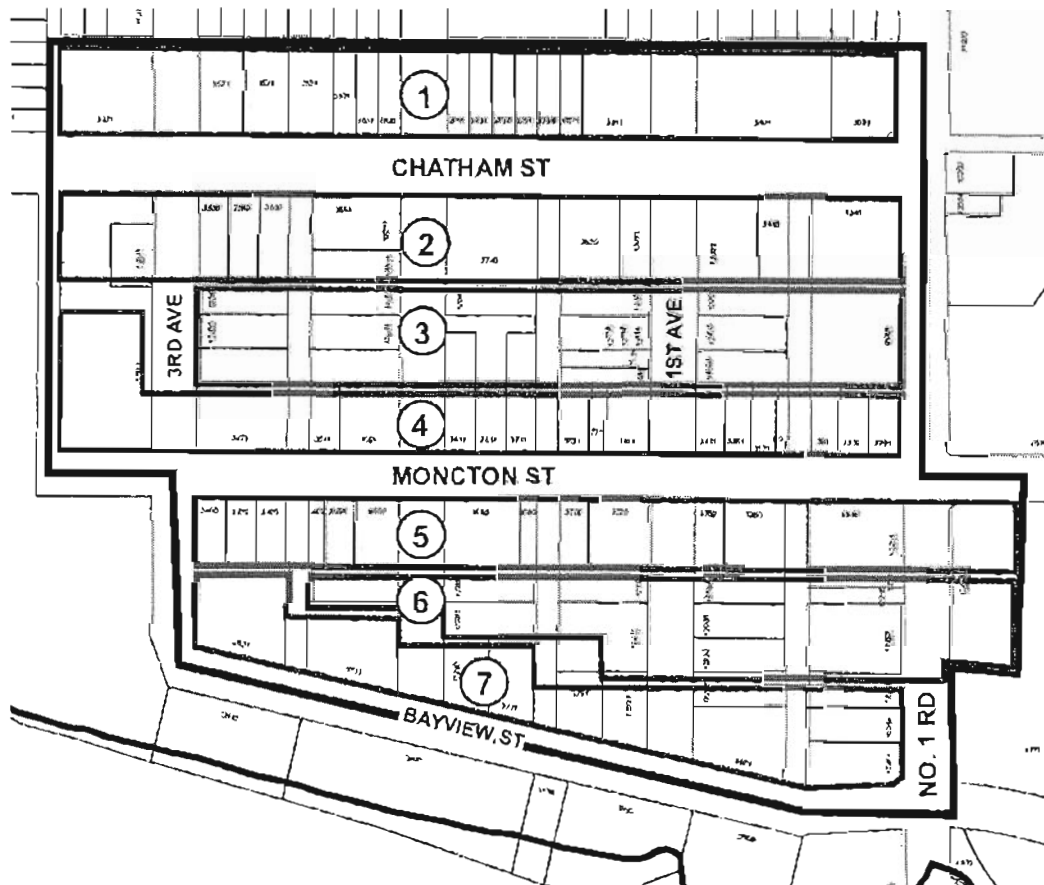
The issue of improving on-street parking in the Steveston Village will be further examined in a separate report from the Transportation Division at the February 19, 2013 Planning Committee meeting which will outline the proposed streetscape improvements for Chatham and Bayview Streets including options to increase on-street parking.

3. Future Parking Demand

Staff in Transportation Division have carried out a review of the current parking relaxation permitted in the Strategy to determine if revised parking rates would be more suitable to better represent the unique characteristics of Steveston Village. The key factors considered for assessing parking rates for the Steveston Village core are:

- The Steveston Village will continue to be a complete community with the commercial and retail establishments offering a variety of goods and services in close proximity to each other and area residents resulting in fewer vehicles trips generated;
- There is good transit service for residents, employees and visitors to and from Steveston Village; (currently, 401,402,407 410 and C93 bus lines are available that provide an eight minute frequency in the peak and 15 minute intervals in the off peak times); and
- The recommendations of the *Institute of Transportation Engineer's Parking Generation Guide* are followed wherever possible specifically for smaller scale retail uses in a village setting in order to assist in managing parking and parking reductions.

The Steveston Village Core area used for parking analysis is defined as the area within the black outline of the following map and the properties on the south side of Bayview Street between No. 1 Road and Third Avenue.



This analysis was carried out to determine if the projected future parking supply in the Village could accommodate the future parking demand anticipated at full build-out of permitted land use and density in the Village. Based on the updated analysis which took into account the above noted factors, the estimated demand for residential parking in the Village has been determined to be 1.3 parking spaces per dwelling unit.

The results of this analysis are:

Residential Uses – Staff have determined that with the range of densities permitted under the Strategy, all required residential parking spaces could be accommodated on-site, based on the rate of 1.3 parking spaces per residential unit plus 0.2 visitors' space per unit (shared with non-residential parking). If a developer wished to provide less parking on-site, there is the option to provide parking within 150 m of the property (secured in perpetuity through legal encumbrance), or the developer could choose to pay \$25,000 cash-in-lieu of each parking space not provided to the Steveston Off-Street Parking Reserve. In no case would on-street parking be used to meet residential parking requirements. Staff opinion is that cash-in-lieu payments for parking shortfall would likely be limited to non-residential spaces.

Non-Residential Uses - Based on future build-out, non-residential parking demand would exceed the future Steveston Village overall parking supply by approximately 30 parking spaces.

This non-residential parking shortfall is attributed to several properties that appear not able to meet the non-residential on-site parking requirements including properties with heritage buildings.

For those properties where required non-residential parking cannot be accommodated on-site, a cash-in-lieu payment of \$25,000 for each stall not provided can be made. In addition, it is also proposed that these non-residential shortfall cases could be partially addressed through on-street parking initiatives throughout Steveston Village, plus redevelopments which do not maximize the potential density available where additional parking on-site can be provided, and can be shared / leased to those sites with a non-residential parking shortfall.

While the Transportation Division will make efforts to increase the supply of on-street parking within the Village Core, it should be noted that there are currently sufficient public parking spaces available just outside the core area which could absorb the potential 30 space non-residential parking shortfall. These parking spaces are located within a five- to eight- minute walking distance of the Village, on Chatham Street between 3rd Avenue and 7th Avenue.

Proposed Concept:

Based on the above updated staff analysis and previous comments made at Planning Committee, staff propose to adjust the parking reduction permitted in the Strategy as follows:

Table 1 – Proposed Amendments to Parking Requirements in the Village Conservation Strategy

Use	Parking Required Under Existing Strategy	Parking Required Under Proposed Review Concept
Mixed Use - Residential	33% reduction from Zoning bylaw - 1.0 space per dwelling	13% reduction from Zoning bylaw - 1.3 spaces per dwelling. Minimum of one space per dwelling on-site
Mixed Use – Residential Visitors'	0.2 space per dwelling unit (shared with non-residential uses)	No change
Mixed Use – Non-Residential	33% reduction from Zoning bylaw	No change

Under the proposed Review Concept, if a development proposal is unable to provide the 1.3 parking spaces per dwelling unit, cash-in-lieu of parking contribution can be made, but in no case will less than 1 parking space per dwelling unit be permitted. Cash-in-lieu of parking payment would be at the established rate of \$25,000 per space not provided on site.

4. Streetscape Improvements

Based on Transportation's analysis of the streetscape improvements to Chatham Street and Bayview Street, it is expected that improvements could result in approximately 55 additional parking spaces on Chatham Street, and approximately 20 new parking spaces on Bayview Street, for a total of up to 75 additional parking spaces in the Steveston Village. As noted earlier, Transportation Division staff will present a separate report on the proposed streetscape improvement concepts in conjunction with this report, at the February 19, 2013 Planning Committee meeting.

5. Geodetic Building Elevation Point

The existing Strategy requires that the constructed floor slab for new non-residential construction meet existing road elevation. While the ground elevation throughout the Steveston Village is relatively consistent, there is a rise in grade from Moncton Street south to Bayview Street, which is the municipal dike. This change in grade is approximately 1.8 m from the grade at the intersection of Moncton Street and 3rd Avenue – which is 1.4 m GSC (Geodetic Survey of Canada) - to 3.2 m GSC at Bayview Street. The grade makes a traditional measurement of height and determination of a vertical building envelope challenging.

Planning Committee Concerns

Members of the Planning Committee expressed concerns regarding the elevation to be used as the base for determining building height. It was suggested that the Moncton Street elevation of 1.4 m GSC be used as the baseline elevation throughout the Steveston Village.

Proposed Concept:

The Review Concept proposes that the maximum slab elevation for any parking structure or non-residential floor slab be no higher than the greater of 1.4 m GSC, or the elevation of the existing adjacent sidewalk, ensuring full mobility access to non-residential areas and respecting the existing character of the area. Future development applications are to conform to this 1.4 m GSC

measurement datum. Flood protection requirements under Flood Plain Designation and Protection Bylaw No. 8204 would still apply to all developments in the Steveston Village. The 1.4 m GSC measurement datum will apply to most areas of the Village, including properties on the north side of Bayview Street.

This measurement datum will not apply to lands on the south side of Bayview Street (Area 8), as the current road elevation of 3.2 m GSC is applicable to that area. For these properties, non-residential floor slab will be the greater of 3.2 m GSC or the elevation of the adjacent sidewalk, if one exists. Establishing the 1.4 m GSC as the base elevation provides certainty of the grade benchmark in the Village and reinforces the existing road elevation as a character-defining heritage feature.

Dike Master Plan

The Engineering Department is currently preparing the Dike Master Plan, which will have implications for the Steveston area. The primary options under consideration are to improve dikes in their current location, or build a new dike on Steveston Island. Engineering staff will be reporting to Council in 2013 on the results of stakeholder consultation and provide recommendations for a future strategy. Any potential implications for heritage conservation in the Steveston Village will be identified at that time.

6. Building Height

Building height and massing are key aspects of the character of Steveston Village, particularly on Moncton and Bayview Streets as the two main streets of Steveston Village. The existing Strategy allows building heights as shown in the following table:

Table 2 – Building Height Permitted Under the Existing Steveston Village Conservation Strategy

	Before Strategy (pre – 2009)	Existing Strategy
Areas 1 to 3 Chatham St	CS2 Zone – 2 storeys (9 m) CS3 Zone – 3 storeys (12 m)	Up to 3 storeys (12 m)
Areas 4 and 5 Moncton St	CS2 Zone – 2 storeys (9 m) CS3 Zone – 3 storeys (12 m)	2 storeys (9 m); 1/3 block can be 3 storeys (12 m)
Area 6 S of Moncton St	CS2 Zone – 2 storeys (9 m) CS3 Zone – 3 storeys (12 m)	Up to 3 storeys (12 m)
Area 7 Bayview St (N)	CS2 Zone – 2 storeys (9 m) CS3 Zone – 3 storeys (12 m)	Up to 3 storeys (12 m)
Area 8 Bayview St (S)	CS2 Zone – 2 storeys (9 m) CS3 Zone – 3 storeys (12 m) ZMU10 – 2 storeys (9 m)	Up 3 storeys – height not to exceed 20 m GSC

Planning Committee Concerns

Planning Committee has expressed concerns about building height in the Steveston Village including the potential impacts of having three storey buildings on Moncton and Bayview Streets. Comments from the Committee included:

1. Moncton Street should remain generally at 2 storeys. While the existing Strategy permits a limited amount (1/3 of a block) to be 3 storeys, the existing 2 storey character was strongly supported.

2. North side of Bayview Street should have a maximum building height of 2 storeys. Any non-residential slab elevation should match existing Bayview Street elevation.

Proposed Concept:

The Review Concept outlined in this report would generally maintain the height guidelines established in the Strategy, with changes proposed for Moncton Street (Areas 4 and 5) and properties on the north side of Bayview Street (Area 7) as follows:

Table 3 – Proposed Building Height in the Steveston Village

	2009 Strategy	Proposed Review Concept
Areas 1, 2 and 3 Chatham St	3 storeys (12 m)	No change
Areas 4 and 5 Moncton St	2 storeys (9 m); 1/3 block can be 3 storeys (12 m)	2 storeys (9 m) max. Additional height and density may be considered on a case by case basis Change from existing Strategy
Area 6 S of Moncton St	3 storeys (12 m)	No change
Area 7 – North Side of Bayview Street	Up to 3 storeys (12 m)	2 storeys facing Bayview Street (1/2 of building) stepping back to 2 ½ storeys (in gable or roof only) North portion of site – 3 storeys (1/2 of building) 2 ½ storeys limited to 1/3 of a block (1 building in 3) Maximum height 15 m GSC (height of structure 13.6 m) Change from existing Strategy
Area 8 – South side of Bayview Street	Up 3 storeys – height not to exceed 20 m GSC	No change

The maximum building height for Moncton Street (Areas 4 and 5) is proposed to be limited to 2 storeys and 9 m (29.5 ft). This reflects the comments of the Planning Committee regarding the existing character of the street. However, it should be noted that applications to rezone for a taller building could still be submitted, and would be reviewed on a case-by-case basis. These applications would have to clearly demonstrate community benefit and exceptional heritage conservation measures as part of any application submitted for Council consideration.

The proposed Strategy would allow a maximum building height of 15 m GSC for lots on the north side of Bayview Street (Area 7) reflecting the changing grade of these properties. A 2-storey building with below-structure parking fronting onto the north side of Bayview Street will result in a three storey building on the north property line, as the site grade drops from Bayview Street moving north. The height of the structure from grade at the north property line would be a maximum of 13.6 m, and 12 m from grade at the south property line.

The Review Concept also proposes new controls for upper storey massing of buildings in Area 7 (the north side of Bayview Street). Up to ½ of the building fronting Bayview Street can be 2 storeys stepping back to 2 ½ storeys and the north ½ of the building can be up to 3 storeys. Any 2 ½ storey element would be limited to gable roof elements, to ensure that the floor area of the ½ storey is contained in the roof structure. It is proposed that a 2 ½ storey structure would be limited to 1/3 of the block, to ensure a variety of roof lines and building height along the north side of Bayview Street.

Staff will work with individual development applications to ensure that this proposed concept is met, recognizing that site specific issues and design concepts may result in some variation. However, the two storey limit for the immediate frontage of Bayview Street will be applied.

For the south side of Bayview Street (Area 8), the allowed height would remain unchanged at 3 storeys with a maximum height of 20 m GSC. The 20 m GSC height limit would result in a height of structure above grade of 16.8 m.

For the purposes of measuring height in the Village Conservation Area, an under-structure parking area (if one is provided) will be considered a storey, but the floor area of the parking structure will not be used in calculations of Floor Area Ratio.

7. Density

Existing Zoning - The existing CS2 and CS3 mixed-use zones in the Steveston Village allow a maximum Floor Area Ratio (FAR) of 1.0. The CS2 zone allows a building height of two or three storeys / 9m and the CS3 Zone allows 3 storeys / 12 m.

The existing Strategy includes two levels of density bonusing, achievable through rezoning properties to a new Steveston Conservation Zone.

1. Rezoning a site to the heritage conservation zone grants an automatic increase in FAR of 0.2 to a total of 1.2 as an incentive for heritage conservation and to encourage the retention of the historical small scale of development in the Village, and for a contribution to affordable housing, as per Richmond Zoning Bylaw requirements.
2. A further 0.4 FAR density bonus is also available resulting in a total potential density of 1.6 FAR in support of heritage conservation, contribution to the Heritage Grant program, and for a contribution to affordable housing.

Table 4 summarizes the density permitted under the existing Strategy:

Table 4 – Maximum Density (FAR) Permitted in the Existing Steveston Village Conservation Strategy

	Maximum FAR under the 2009 Strategy
Core Area – Areas 1,2,3,6 and 7	1.2 base, up to 1.6 for heritage conservation, contribution to Heritage Grant Program, and to affordable housing
Moncton Street - Areas 4 and 5	1.2 base, limited (up to 1/3 of a block) potential for up to 1.6 FAR for heritage conservation, contribution to Heritage Grant Program, and to affordable housing
Riverfront Area – Area 8	1.2 base, up to 1.6 for heritage conservation, contribution to Heritage Grant Program, and to affordable housing

Planning Committee Concerns

Planning Committee has not expressed specific concerns regarding the density bonusing provided under the existing Strategy, but concerns were raised regarding the potential impact of three-storey buildings on Moncton Street. However, the maximum 1.6 FAR permitted cannot likely be achieved without a three-storey building, and utilizing the full parking reductions as

provided in the existing Strategy. As a result, accommodating buildings in the Village which achieve the maximum 1.6 FAR will likely result in larger, taller buildings which may not be consistent with Council's or the community's vision for the Steveston Village.

Proposed Concept:

Staff proposes to change the permitted density in the Strategy for Moncton Street (Areas 4 and 5) as follows:

Table 5 – Proposed Maximum Density (FAR) in the Steveston Village Conservation Strategy

	Maximum FAR under the 2009 Strategy
Core Area – Areas 1,2,3,6 and 7	1.0 base FAR up to 1.6 as incentive to retain small scale of development and for heritage conservation or contribution to Heritage grant Program, and contribution to affordable housing
Moncton Street - Areas 4 and 5	1.0 base FAR up to 1.2 as incentive to retain small scale of development and for contribution to Affordable Housing Change from existing Strategy
Riverfront Area – Area 8	1.0 base FAR up to 1.6 as incentive to retain small scale of development and for heritage conservation or contribution to Heritage grant Program, and contribution to affordable housing

For Moncton Street (Areas 4 and 5) staff propose that the maximum density be reduced to 1.2 FAR, eliminating the outright provision for 3-storey buildings and 1.6 FAR on portions of Moncton Street. The proposed change reflects the high value placed on the existing character of this street, and the Planning Committee's concerns regarding building height and compatibility with the overall character of Steveston. The 0.2 FAR density bonus is retained as an incentive to retain the small scale of development in the Village and encourage heritage conservation.

However, it should be noted that applications to amend the Area Plan and rezone to allow higher density and a 3-storey / 12 m building height for properties on Moncton Street could still be submitted. These applications would be reviewed on a case-by-case basis, and applicants would have to clearly demonstrate community benefit and heritage conservation measures or provide the required contribution to heritage funding as part of any application submission for Council consideration.

8. Design Guidelines

The Planning Committee did not request specific changes to the existing Development Permit Guidelines for the Steveston Village. The Strategy includes Development Permit Guidelines for:

- 1 – preservation of the exterior 17 existing heritage buildings; and
- 2 - enhanced 'Sakamoto' guidelines for the remaining buildings in the Village.

Staff suggest that these guidelines are adequate and appropriate to assist in achieving the design quality and character envisioned for the Village, and no changes are proposed.

Summary

In summary, staff has reviewed the existing Steveston Village Conservation Strategy, and the Steveston Area Plan. This review finds that the majority of the objectives and policies of the Strategy and the Area Plan remain valid, and that some minor changes are proposed to address the concerns of the Planning Committee:

- Residential parking: amend the residential parking reductions permitted under the Strategy from 33% of bylaw requirements to 13%, minimum of 1.0 space per dwelling unit must be provided on site;
- Non-residential parking: no change for non-residential parking;
- Residential density: reduce the maximum allowed density along the North and South sides of Moncton Street to 1.2 FAR;
- Building Height: reduce the maximum building height for buildings on Moncton Street to 2 storeys and 9 m;
- Amend the maximum height for buildings on the north side of Bayview Street (Area 7) to allow the south ½ of the building to be 2 storeys, stepping back to 2 ½ storeys in and allow 3 storeys for the north ½ of the building;
- Establish a 15 m GSC maximum building height for lots on the north side of Bayview Street (Area 7); and
- Confirm the 1.4 m GSC datum elevation – determined by the road elevation at the intersection of Moncton Street and 3rd Avenue – or the elevation of the adjacent sidewalk as the base datum point for the Village. The exception to this is properties on the south side of Bayview Street, where the existing road elevation of 3.2 m GSC would be used.

Proposed Benefits

The proposed amendments to the Strategy would have the following benefits to on-going heritage conservation and development in Steveston Village:

- Revised parking requirements will ensure that real demand for residential parking is provided on-site wherever possible, and for cases where this is not possible, a cash-in-lieu of parking contribution can be made.
- Addresses concerns raised by the Planning Committee regarding the potential for 3 storey buildings on Moncton Street. Applications for three storey buildings would still be possible, but projects will be assessed on individual merit and proposed benefits to heritage conservation and preservation, rather than be an outright provision in the Strategy.
- Clarifies the existing geodetic elevation of the Village – 1.4 m GSC as measured at the intersection of Moncton Street and 3rd Avenue as the baseline for the Village, and reinforces an important character-defining historical feature of the Steveston Village. Properties on the south side of Bayview Street will be subject to the 3.2 m GSC datum.
- Clarifies and simplifies the determination of maximum building height for the properties on the north side of Bayview Street which are sloped from south to north. The proposed height of 15m GSC is a moderate height limit that would permit a two storey façade on

Bayview Street, and a three storey building to the north of properties on the north side of Bayview Street.

Financial Impact

None.

Next Steps / Public Consultation

Should the proposed Steveston Village Conservation Strategy Review Concept be endorsed for further consultation, staff propose that the review concept be presented for public feedback. Staff propose one open house be jointly held to also present the findings and recommendations set out in the Long-Term Streetscape Visions for Bayview Street and Chatham Street report to Planning Committee on February 19, 2013, if endorsed by Council. Staff suggest that this open house be held in April 2013 and that relevant material be posted on-line along with a feedback form to provide sufficient opportunities for the public to comment. The date and time of the proposed open house would be advertised on the City's website, in local newspapers and through posters distributed to civic facilities. Stakeholder groups, including the Steveston Merchants Association, Urban Development Institute, Vision 20/20, etc. would also be invited to attend.

Staff would then compile and consider the feedback received, and report back by July 2013 with the proposed amendments to the Steveston Village Conservation Strategy, and the Steveston Area Plan as required. The Transportation Division would also report back at the same Planning Committee meeting in July 2013 with the final recommended streetscape design for each street as well as a refined implementation strategy.

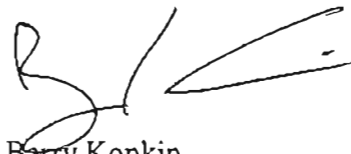
Conclusion

As directed by Planning Committee, staff has reviewed the Steveston Village Conservation Strategy, and are of the opinion that the intent of the Strategy policies are still valid.

It is recommended that the changes to the Strategy as outlined in this report be received, and that staff be directed to consult with Steveston residents and businesses and the Urban Development Institute, and report back to Planning Committee by July 2013 with results and recommendations.



Terry Crowe
Manager, Policy Planning
(604-276-4139)

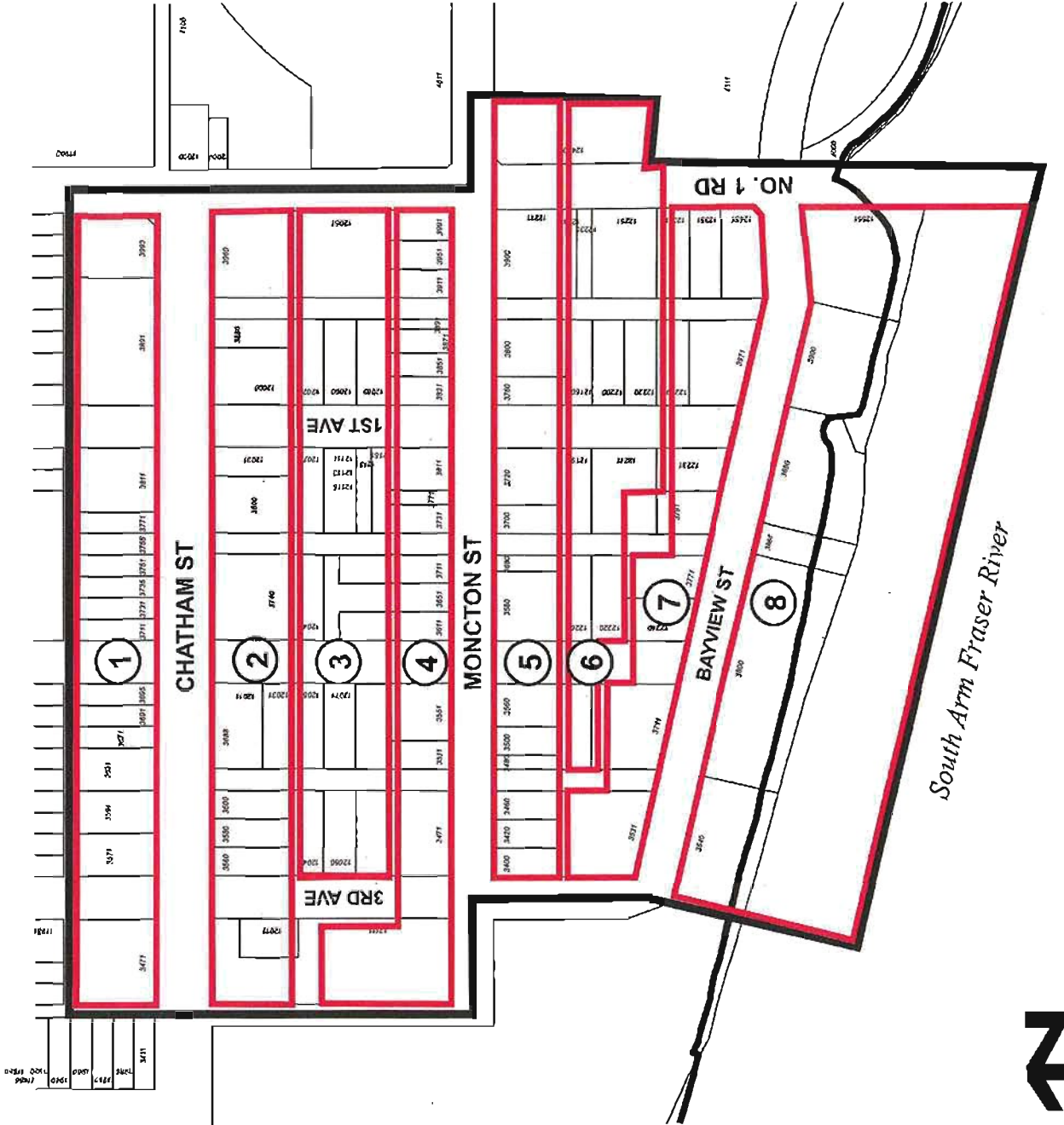


Barry Konkin
Planner 2
(604-276-4279)

BK:cas

Attachment 1: Map and Chart of Heritage Policies

Proposed Review Concept - Steveston Village Conservation Strategy



Area 1

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone – 2 storeys CS3 Zone- 3 storeys	3 storeys	OK	No change
Off-street Parking Reduction Policy	<u>Residential</u> : 1.5 per unit plus 0.2 visitors <u>Retail</u> : 3 per 100 m ² <u>Restaurant</u> : 6 per 100 m ²	<u>Residential</u> : 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential</u> : reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential</u> : 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.6	OK	No change
Minimum slab elevation	Existing road grade	Existing road grade	OK	1.4 m GSC (or adjacent sidewalk)

Area 2

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	3 storeys	OK	No change
Off-street Parking Reduction Policy	<u>Residential</u> : 1.5 per unit plus 0.2 visitors <u>Retail</u> : 3 per 100 m ² <u>Restaurant</u> : 6 per 100 m ²	<u>Residential</u> : 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential</u> : reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential</u> : 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.6	OK	No change
Minimum slab elevation	Existing road grade	Existing road grade	OK	1.4 m GSC (or adjacent sidewalk)

Area 3

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	3 storeys	OK	No change
Off-street Parking Reduction Policy	<u>Residential</u> : 1.5 per unit plus 0.2 visitors <u>Retail</u> : 3 per 100 m ² <u>Restaurant</u> : 6 per 100 m ²	<u>Residential</u> : 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential</u> : reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential</u> : 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.6	OK	No change
Minimum slab elevation	Existing road grade	Existing road grade	OK	1.4 m GSC (or adjacent sidewalk)

Area 4

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	2 storeys 1/3 block can be 3 storeys	OK	2 storeys; additional height may be considered on a case by case basis
Off-street Parking Reduction Policy	<u>Residential:</u> 1.5 per unit plus 0.2 visitors <u>Retail:</u> 3 per 100 m ² <u>Restaurant:</u> 6 per 100 m ²	<u>Residential:</u> 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential:</u> reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential:</u> 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.2 (up to 1.6)	OK	Maximum of 1.2 FAR; additional density may be considered on a case by case basis
Minimum slab elevation	Existing road grade (1.4 m GSC)	Existing road grade (1.4 m GSC)	OK	1.4 m GSC (or adjacent sidewalk)

Area 5

Issue	Before Strategy (pre -- 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	2 storeys 1/3 block can be 3 storeys	Some concerns 2 storey max south of Moncton Street	2 storeys; additional height may be considered on a case by case basis
Off-street Parking Reduction Policy	<u>Residential:</u> 1.5 per unit plus 0.2 visitors <u>Retail:</u> 3 per 100 m ² <u>Restaurant:</u> 6 per 100 m ²	<u>Residential:</u> 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential:</u> reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential:</u> 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.2 (up to 1.6)	OK	Maximum of 1.2 FAR ; additional density may be considered on a case by case basis
Minimum slab elevation	Existing road grade (1.4 m GSC)	Existing road grade	OK	1.4 m GSC (or adjacent sidewalk)

Area 6

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	3 storeys	Some concerns 2 storey max south of Moncton Street	No change
Off-street Parking Reduction Policy	<u>Residential:</u> 1.5 per unit plus 0.2 visitors <u>Retail:</u> 3 per 100 m ² <u>Restaurant:</u> 6 per 100 m ²	<u>Residential:</u> 1 per unit plus 0.2 visitor – 33 % reduction <u>Non-residential:</u> reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential:</u> 1.3 plus 0.2 visitors <u>Non-residential</u> – as per strategy
FAR	1.0	1.2 (up to 1.6)	OK	Maximum of 1.6 FAR
Minimum slab elevation	Existing road grade (1.4 m GSC)	Existing road grade	OK	1.4 m GSC (or adjacent sidewalk)

Area 7

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone– 2 storeys CS3 Zone- 3 storeys	Up to 3 storeys	Some concerns 2 storey max south of Moncton Street Concerns regarding three storey height	Facing Bayview – 2 storeys stepping back to 2 ½ storeys (in gable or roof element only) (50% of building) Rear (north) of Bayview sites – 3 storeys (50% of building) Max. height 15 m GSC / 13.6 m building height
Off-street Parking Reduction Policy	<u>Residential</u> : 1.5 per unit plus 0.2 visitors <u>Retail</u> : 3 per 100 m ² <u>Restaurant</u> : 6 per 100 m ²	<u>Residential</u> : 1 per unit plus 0.2 visitor – 33 % reduct. <u>Non-residential</u> : reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential</u> : 1.3 plus 0.2 visitors Cash in lieu for 0.3 space <u>Non-residential</u> – as per strategy
FAR	1.0	1.2 (up to 1.6)	OK	Maximum of 1.6 FAR
Minimum slab elevation	Existing road grade (1.4 m GSC)	No change	1.4 m GSC preferred	1.4 m GSC (or adjacent sidewalk)

Area 8

Issue	Before Strategy (pre – 2009)	2009 Strategy	Council Comment	Proposed Change
Building Height	CS2 Zone / ZMU10– 2 storeys CS3 Zone- 3 storeys	Up to 3 storeys Max. height 20 m GSC	OK	Up to 3 storeys Maximum height- 20 m GSC – 16.8 m building height
Off-street Parking Reduction Policy	<u>Residential</u> : 1.5 per unit plus 0.2 visitors <u>Retail</u> : 3 per 100 m ² <u>Restaurant</u> : 6 per 100 m ²	<u>Residential</u> : 1 per unit plus 0.2 visitor – 33 % reduct. <u>Non-residential</u> : reduce by up to 33%	Some concerns No parking reduction	Studying supply of available on-street parking <u>Residential</u> : 1.3 plus 0.2 visitors Cash in lieu for 0.3 space <u>Non-residential</u> – as per strategy
FAR	1.0	1.2 (up to 1.6)	OK	No change
Minimum slab elevation	Existing road (3.2 m GSC)	3.2m GSC	3.2m GSC	3.2m GSC or adjacent sidewalk



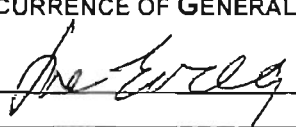



To: Planning Committee **Date:** February 13, 2013
From: Joe Erceg, MCIP, General Manager, **File:**
Planning and Development
Re: City Centre Study To Explore the Implications of Increasing Building Height

Staff Recommendation

1. That Council authorize staff, as a one-time exception, to receive a rezoning application, at 6560-6700 No. 3 Road, from Townline Homes and, as part of the review, analyze the potential implications and benefits of possibly increasing the maximum City Centre building height and density, as outlined in the report, dated February 13, 2013, by the General Manager, Planning and Development;
2. That, to avoid property owner, developer and public speculation regarding any actual increase in City Centre building height and density, staff not receive any other similar zoning or Development Permit applications beyond that identified in Recommendation 1 above, until the Federal government and Council authorize any increase in City building height and density;
3. That to ensure co-ordination with the Vancouver International Airport Authority (YVR), City staff notify YVR and invite comments;
4. That City staff post a notice on the City's Web site and notify the Urban Development Institute (UDI) to advise that property owners, developers and the general public, that they are:
 - A. to recognize that the above proposed approach is a one-time exception;
 - B. not to assume that there will be an increase in City Centre building height and density as, it is the Federal government who authorizes any increase in the height allowed by Vancouver Airport International Zoning Regulations and Council has not decided whether or not to amend the City Centre Area Plan (CCAP) to increase building height and density (beyond that currently identified in the CCAP) and
 - C. to assume that the full lift in land value associated with any future increase in building height or density (beyond that currently identified in the CCAP) will be directed to provide additional community benefits beyond those currently identified in the CCAP.

Joe Erceg, MCIP, General Manager,
Planning and Development

Att. 4

REPORT CONCURRENCE			
ROUTED TO: Development Applications Real Estate		CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
REVIEWED BY DIRECTORS		INITIALS: 	REVIEWED BY CAO 
		INITIALS: 	

Staff Report

Purpose

The purpose of this report is to seek Council's approval to undertake a City study as part of a rezoning application review to explore the implications and benefits of increasing building height in a portion of the City Centre.

2012 – 2014 Council Term Goals

This report addresses the Council Term Goal # 7. Managing Growth and Development

Origin

On May 25, 2005, Council approved the following motion:

That, staff be authorized to explore, along with the Vancouver International Airport Authority (VIAA), the possibility and implications of increasing building height in Richmond, (as stated in the report dated May 4th, 2004 from the Manager of Policy Planning).

Since 2005, City staff have repeatedly requested YVR to undertake the necessary Federal study to enable an increase in building height. To date, YVR has not started the study. Over the years, staff have provided Council with updates regarding this matter. This report recommends next steps for Council's consideration.

Findings of Fact

Developer Interest To Study Increasing Building Height In the City Centre

Townline Homes has indicated that it wishes to apply for a rezoning at 6560 - 6700 No. 3 Road which involves increasing the building height above what the current Transport Canada Vancouver International Airport Zoning Regulations allow (e.g., 47m: 150 ft). As part of the review, City staff propose to study the implications and benefits to the City of any increased building height with the developer's participation (e.g., technical information, design options). The developer's reason for this rezoning is that they wish to develop beyond 47m and in an area where it is anticipated that Transport Canada will eventually allow such an increase.

City Reasons To Do The Proposed Study Now

As well, from time to time, Council and others (citizens, community groups, developers) have expressed an interest having buildings higher than what the existing Transport Canada regulations allow for a variety of reasons (e.g., a more varied skyline, efficient building forms, improved architecture, a better use of limited City Centre space). Also, if Council approves the submission of the rezoning application, it will signal to YVR that increasing building height is a high City priority and may prompt them to begin their study to increase building height. In addition, by the City doing its analysis well in advance of Transport Canada increasing building height, Council will have ample time to establish how to manage the implications and maximize the benefits.

Relevant Policies and Regulations

– *Existing Federal Building Height Limitations*

Transport Canada has the Federal authority through the Federal Aeronautics Act to regulate building height around airports. More specifically, Transport Canada has registered “The Vancouver International Airport Zoning Regulations” in the BC Land Titles Office to regulate building height. Generally, the current building height limit in the City Centre is 47m.

Relevant City Policies

– *2041 OCP Building Height Increase Study Policies*

The 2041 OCP policies indicate that Council acknowledges that Transport Canada regulates building heights around the airport and that the City wishes to explore with YVR, increasing building height in a portion of the City Centre as shown in area which YVR identified in 2004 (**Attachment 1**). YVR has not yet finalized the actual study area, but it is believed to be centred around City Hall (**Attachment 2**). The OCP objective is to improve City Centre viability by studying the implications and benefits of increased building height.

– *City Centre Area Plan (CCAP) Building Height Increase Study Policies*

Consistent with the 2041 OCP, the CCAP contains similar policies which support studying an increase in building height (e.g., to reinforce Village Centre prominence, help accommodate higher densities, encourage architectural excellence, obtain community benefits and amenities).

– *City Zoning Bylaw Building Height Limitations*

Currently, the City also regulates building height through its Zoning Bylaw. The Zoning Bylaw height limits are imposed partly to achieve airport safety (e.g., “The Vancouver International Airport Zoning Regulations”) and partly to achieve 2041 OCP and 2009 CCAP policies. In the City Centre, the City’s Zoning Bylaw identifies the maximum building height in certain places (e.g., 47m around the Canada Line stations where high density urban villages are planned). Outside the City Centre, maximum building heights vary, but are generally lower to achieve preferred lower density development areas.

Analysis

Federal Study and Roles (Transport Canada, YVR)

As Transport Canada establishes building height limits and any increases, only YVR can request Transport Canada to undertake a study to increase building height and only Transport Canada can approve YVR’s request. Since 2004, after repeated City requests to do so, YVR has not yet requested Transport Canada to let them begin the Federal study. The Federal study would determine if and where an increase may occur, and the safety implications for the airport and City. If Transport Canada allows an increase, it is the City who would determine how high the increase would be.

The 2004 YVR Identified Area To Explore An Increase In Building Height

In 2004, when the OCP Aircraft Noise Sensitive Development (ANSD) Study was completed, YVR identified an area generally around City Hall where an increase in building height might occur (**Attachment 1**). YVR's 2012 preliminary research continues to support an area around City Hall (**Attachment 2**). YVR staff advise that there is no precedent in Canada for doing such a Federal study and that it may take three or more years to complete it. Background information regarding the Federal study process is provided in **Attachment 3**.

YVR staff also indicate that the Federal study would mainly address airport and community safety issue. Thus, if the Federal government eventually allows an increase in building height, YVR advises that it is the City who would determine how much higher building heights would be and the implications and benefits - hence the proposed City study in this report.

The Proposed City Led Analysis Of Increased Building Height As Part Of The Rezoning Application

To be proactive and in anticipation that eventually the Federal government may allow an increase in building height, City staff recommend that Council authorize that the City undertake, with developer participation, an analysis to identify the implications and benefits of increasing building height. The proposed analysis will address a range of matters including:

– *Study Area:*

The recommended City Study Area is at 6560-6700 No. 3 Rd (**Attachment 4**). The site is chosen as Townline Homes has expressed an interest in rezoning it and exploring increased building height, and it lies within the area where it is expected that the Federal government may eventually allow an increase in building height.

– *What Would The Study Address?*

The study would address the following matters:

- Aircraft Safety: Note that the anticipated Federal YVR study will address this matter,
- Maximum Increased Building Height: the maximum allowable building height,
- Land Uses: the range of land uses (e.g., residential, commercial, office) best suited to occupy any increased building height,
- Parks: address any needed parkland and park improvements, and how these will be provided,
- Urban Design: improving urban design including architecture, City skyline variations, public and private views, shadowing and building footprint size,
- What Community Benefits and Amenities To Secure: (e.g., more mixed uses, affordable housing, child care, community facilities, parking),
- How To Secure Community Benefits and Amenities: explore density bonusing and additional required and voluntary community amenity contribution formula. The proposed City analysis will address matters associated with any increase in building height and/or density beyond what is currently allowed in the CCAP. An economic proforma analysis of the increase in land value associated with increased building height and/or density beyond what is currently permitted within the CCAP will be conducted to

determine what appropriate community and livability benefits should be secured. Staff anticipate and propose that 100% of any increase in land value associated any increase in height and density (above what is currently allowed within the CCAP) will be provided as community benefits to the City through required and voluntary developer contributions (e.g., affordable housing, community space, publicly accessible parkland, increased sustainability features, cash contributions) which will be determined at Council's discretion,

- Other, as may be required.

Note that the following matters would be addressed later, as part of actual rezoning applications, if Transport Canada approves of an increase in building height:

- Sustainability Matters: reviewing district energy, GHG reduction opportunities, etc,
- Infrastructure Concerns: address needed infrastructure (e.g., water, sanitary, drainage) and how these will be provided,
- Transportation Concerns: address transportation, transit and parking improvements.

The City's study findings can be extrapolated for their implications for a larger area, once the Federal Government identifies it.

- *Study Products*

The Study products would include: (1) a report outlining the Study research findings, implications, community benefits and recommendations, and (2) draft amendments to affected City bylaws and policies.

- *Study Timing*

City staff suggest that the analysis, under City control, can be completed in 2013.

- *What To Do with The Study Findings*

As the proposed analysis would be mainly technical in nature, to avoid false expectations and speculation, it is suggested that during the review process there be limited public consultation and after it is completed Council can determine an appropriate consultation approach.

- *Why The Proposed Approach*

City staff propose that no other rezoning and Development Permit applications which involve an increase in building height be received, until after the Federal government has completed consideration of an increase in building height and the City Centre Area Plan (CCAP) is amended. The reason for this approach to avoid property owner and developer speculation that there will automatically be an increase in building height and density and that they will be the main beneficiaries of the increase. Such is not intended as the full lift in land value associated with an increase in building height or density is proposed to offset by increased community benefits.

– *Next Steps*

If Council approves the proposed recommendations:

- The developer will apply for the rezoning and participate in the City led analysis of increased building height for a site specific development proposal,
- That to ensure co-ordination, City staff will notify the Vancouver Airport Authority (YVR) that the above study will be undertaken and invite comments,
- City staff are not to receive any other zoning or Development Permit applications that propose an increase in building height beyond the currently permitted maximum building height all owed by the Vancouver International Airport Zoning Regulations until: (1) the Federal government has approved an increase in permitted building height and (2) Council has amended the City Centre Area Plan (CCAP) accordingly,
- City staff will post a notice on the City's web site and notify the Urban Development Institute (UDI) to advise property owners, developers and the general public that: (1) the proposed City study is a one-time, site specific exception (2) they are not to assume there will be an increase in City Centre building height as, it is the Federal government who authorizes any increase in building height, the City's study is not completed and Council has not decided to amend the City Centre Area Plan (CCAP) to increase building height, and (3) the full lift in land value associated with any future increase in building height or density is to go to the City (e.g., as required and voluntary amenity contributions).

Financial Impact

Funding is available in existing approved budgets to undertake the proposed City study.

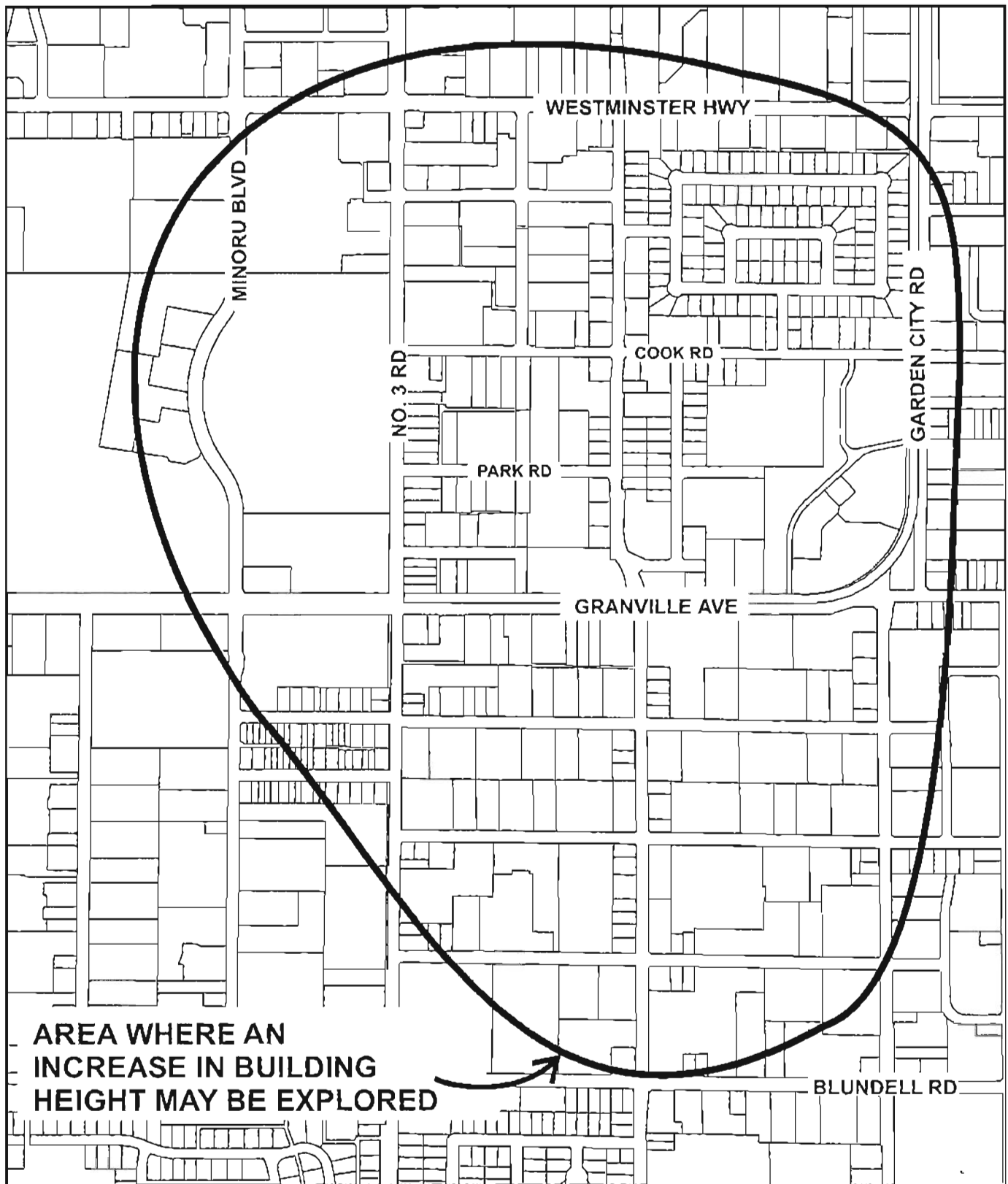
Conclusion

In response to a developer's request rezone a City Centre site and explore the implications and benefits of increasing building height, staff recommend that the City accept the rezoning application from 6560-6700 No 3 Road and analyse, as part of the application, the implications and benefits of increased building height. It is understood that any proposed rezoning can only be approved, if the Federal government first approves of an increase in building height and Council approves the necessary bylaw amendments (e.g., CCAP). Steps are proposed to avoid false expectations and speculation while the study is being conducted before the Federal government and Council enable any increase in City Centre building height.



Terry Crowe
Manager, Policy Planning
(604-276-4139)

TTC:cas

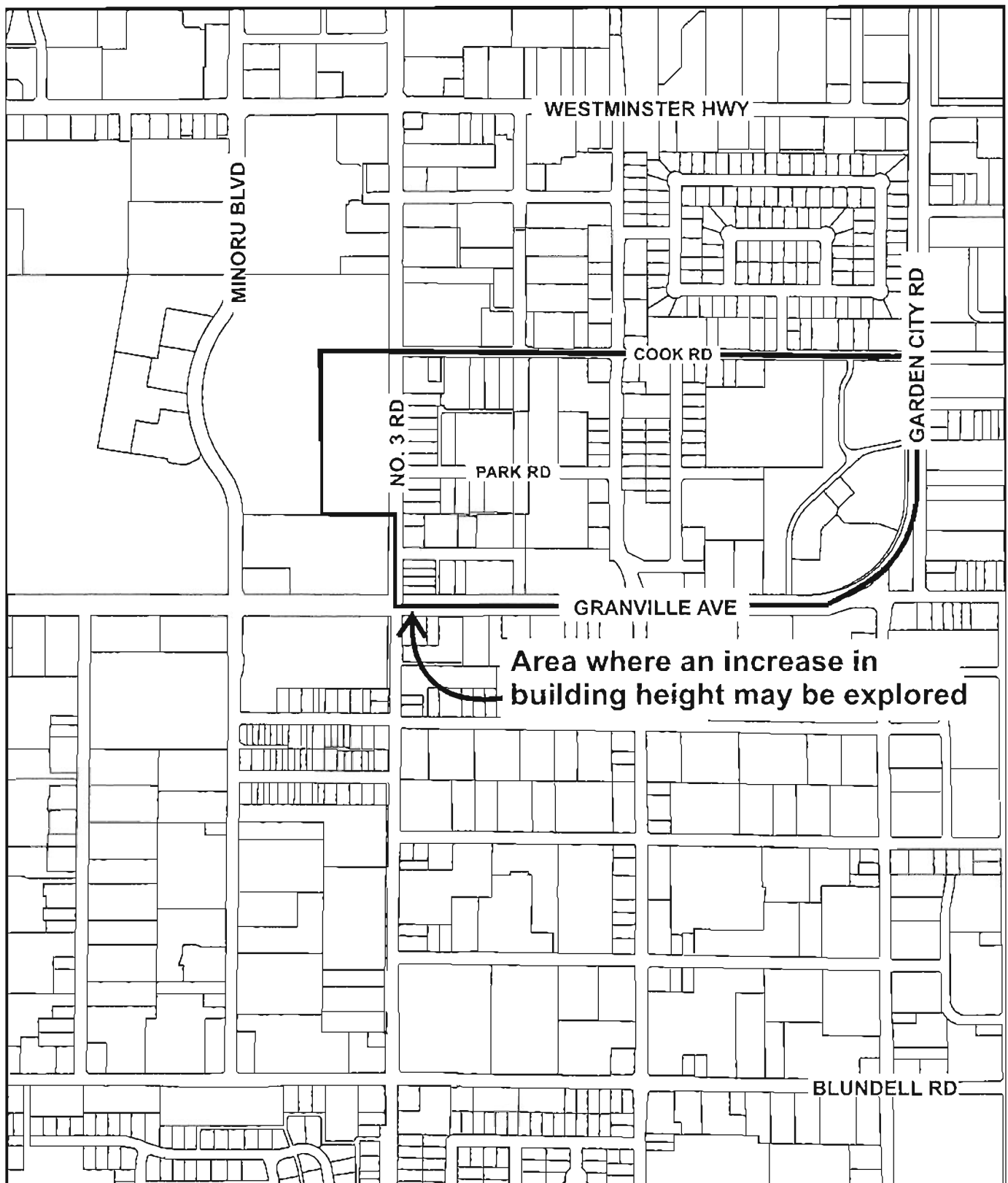


2004 YVR Identified Area where
a Building Height Increase may
be Explored

Original Date: 12/18/12

Revision Date: 02/07/13

Note: Dimensions are in METRES



2013 Possible Building Height
Increase Area (Not Final)
Prepared by City of Richmond

Original Date: 02/07/13

Revision Date:

Note: Dimensions are in METRES

**General Background Information
Regarding The Federal Government's Role In Managing Building Height Around Airports**

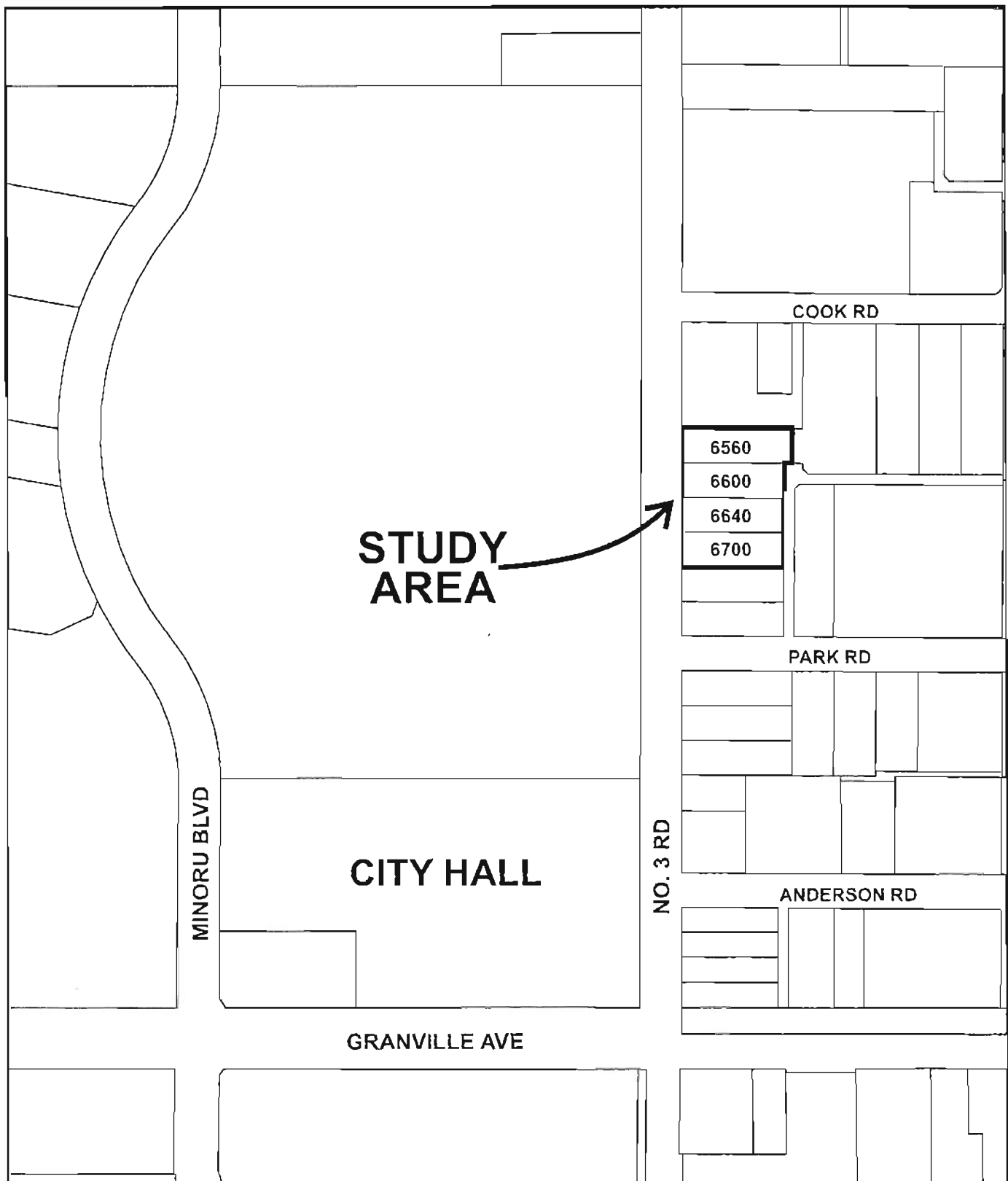
Relevant Questions and Answers

1. **Who has the authority to make the final decision on building height around YVR?**
The federal Transport Canada) makes the final decision to start and allow any building height increase.
2. **What Federal criteria are used to decide, if an increase in building height will occur?**
The Federal criteria involve determining, if an increase in building height:
 1. *Is it in the public interest?*
 2. *Will overall negatively affect aviation safety?*
3. **Who may make an application to request an increase in building height?**
Only YVR (the Federal certificate holder) may make an application to Transport Canada to increase building height.
4. **What is the role of the YVR in changing building height regulations?**
YVR is responsible for making the application, along with:
 - *a commitment to pay study costs,*
 - *Note, that Richmond will be asked to pay some costs which are yet TBD by YVR.*
 - *the posting of a surety bond,*
 - *submitting drawings, maps or charts, and*
 - *other - TBD.*

Transport Canada is responsible for providing some technical assistance.

Affected land owners rights:

 - *Airport Zoning Regulations do not apply to pre-existing non-conforming uses,*
 - *Federal information indicates for those properly owners affected, no compensation in land value or any other loss will be compensated.*
5. **What is the application process?**
 - *A Federal process is required for amending existing Federal Airport Zoning building height requirements.*
 - *The process involves YVR study, developer and community consultation, option analysis, Federal department assistance and some City research and information (TBD).*
6. **What matters must be addressed in YVR preparing an application and the study?**
The study matters include:
 - *understanding the existing airport building height restriction model and its purpose and the impacts;*
 - *identifying where in Richmond a building height increase might be possible;*
 - *identifying the new building height(s) might be (TBD);*
 - *identifying the implications, benefits and costs of an increase in building height;*
 - *identifying how to address the concerns of the YVR and stakeholders;*
 - *addressing the Federal criteria regarding an increase in building height (e.g., demonstrating that an increase is in the public interest and does not adversely affect aviation safety); and*
 - *other, as necessary.*
7. **What are the City's costs involved in requesting an application?**
 - *The City's costs are yet TBD in consultation with YVR.*
 - *To assist, the City may be able to provide study request support, data, analysis, engineering information, and property owner information and.*
 - *Council would be able to first approve of any assistance and costs.*
8. **How long will a Federal decision to increase building take?**
 - *The Federal study process can be quite lengthy and take at least three years.*



City Study Area
To Explore the Implications
and Benefits of Increased Building Height

Original Date: 12/18/12

Revision Date: 02/07/13

Note: Dimensions are in METRES