



**Planning Committee**

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

**Tuesday, February 21, 2012  
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 7, 2012.*



NEXT COMMITTEE MEETING DATE

Tuesday, March 6, 2012, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DEPARTMENT

**PLN-13**      1. **HOUSING AGREEMENT (LEGACY PARK LANDS LIMITED) BYLAW NO. 8853 - TO SECURE MARKET RENTAL HOUSING UNITS LOCATED IN 14000 AND 14088 RIVERPORT WAY**  
(File Ref. No. 12-8060-20-8853) (REDMS No. 3424066)

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See Page **PLN-13** for full report

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*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That Bylaw No. 8853 be introduced and given first, second, and third readings to permit the City, once Bylaw No. 8853 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 market rental housing units required by Zoning Text Amendment Application No. 11-565675.*



PLANNING & DEVELOPMENT DEPARTMENT

- PLN-33      2.      JAING ZHU HAS APPLIED TO THE CITY OF RICHMOND FOR PERMISSION TO REZONE 9780 ALBERTA ROAD FROM SINGLE DETACHED (RS1/F) TO TOWN HOUSING (ZT60) – NORTH MCLENNAN (CITY CENTRE) IN ORDER TO CREATE SIX (6) TOWNHOUSE UNITS.**

(File Ref. No. 12-8060-20-8812, **RZ 11-566870**) (REDMS No. 3315070)

See Page **PLN-33** for full report

*Designated Speaker: Brian J. Jackson*

STAFF RECOMMENDATION

*That Bylaw 8812, for the rezoning of 9780 Alberta Road from “Single Detached (RS1/F)” to “Town Housing (ZT60) – North McLennan (City Centre)”. be introduced and given first reading.*



- PLN-57      3.      APPLICATION BY YASEEN GREWAL, BALBIR RANDHAWA AND SARBJIT RANDHAWA FOR REZONING AT 10180/10200 FINLAYSON DRIVE FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-8863, **RZ 11-594451**) (REDMS No. 3455139)

See Page **PLN-57** for full report

*Designated Speaker: Brian J. Jackson*

STAFF RECOMMENDATION

*That Bylaw No. 8863, for the rezoning of 10180/10200 Finlayson Drive from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)”, be introduced and given first reading.*



- PLN-71      4.      APPLICATION BY HARBINDER BAHD FOR REZONING AT 8631 FRANCIS ROAD FROM SINGLE DETACHED (RS1/E) TO COACH HOUSES (RCH)**  
(File Ref. No. 12-8060-20-8866, **RZ 11-587257**) (REDMS No. 345727)

See Page **PLN-71** for full report

*Designated Speaker: Brian J. Jackson*

**STAFF RECOMMENDATION**

*That Bylaw No. 8866, for the rezoning of 8631 Francis Road from “Single Detached (RS1/E)” to “Coach Houses (RCH)”, be introduced and given first reading.*



- PLN-83      5.      KHALID HASAN HAS APPLIED TO THE CITY OF RICHMOND FOR PERMISSION TO REZONE 9500, 9520 AND 9540 GRANVILLE AVENUE FROM “SINGLE DETACHED (RS1/F)” TO “MEDIUM DENSITY TOWNHOUSES (RTM2)” IN ORDER TO DEVELOP A 16 UNIT 2 STOREY TOWNHOUSE DEVELOPMENT**  
(File Ref. No. 12-8060-20-8868, **RZ 11-581552**) (REDMS No. 3465853)

See Page **PLN-83** for full report

*Designated Speaker: Brian J. Jackson*

**STAFF RECOMMENDATION**

*That Bylaw No. 8868 for the rezoning of 9500, 9520 and 9540 Granville Avenue from “Single Detached, (RS1/F)” to “Medium Density Townhouses (RTM2)”, be introduced and given first reading.*



- PLN-103      6.      APPLICATION BY PACIFIC COASTAL HOMES LTD. FOR REZONING AT 4771 DUNCLIFFE ROAD FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/A)**  
(File Ref. No. 12-8060-20-8869, **RZ 11-577322**) (REDMS No. 3444628)

See Page **PLN-103** for full report

*Designated Speaker: Brian J. Jackson*

**STAFF RECOMMENDATION**

*That Bylaw No. 8869, for the rezoning of 4771 Dunccliffe Road from “Single Detached (RS1/E)” to “Single Detached (RS2/A)”, be introduced and given first reading.*



- PLN-119      7.      APPLICATION BY FIREWORK PRODUCTIONS LTD. FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8351 RIVER ROAD AND DUCK ISLAND (LOT 87 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST PLAN 34592) FOR 2012, 2013 AND 2014**

(File Ref. No. TU 11-595782) (REDMS No. 3468443)

See Page **PLN-119** for full report

**STAFF RECOMMENDATION**

- (1)      *That the application of Firework Productions Ltd. for a Temporary Commercial Use Permit for property at 8351 River Road and Duck Island be considered at Public Hearing to be held on March 19, 2012 at 7:00 pm in the Council Chambers of Richmond City Hall, and that the following recommendation be forwarded to that meeting for consideration:*

*“That a Temporary Commercial Use Permit be issued to Firework Productions Ltd. for the property at 8351 River Road and Duck Island for the purposes of permitting an evening night market event between May 18, 2012 to October 8, 2012 (inclusive), May 17, 2013 to October 14, 2013 (inclusive) and May 16, 2014 to October 13, 2014 (inclusive) subject to the fulfillment of all terms, conditions and requirements outlined in the Temporary Commercial Use Permit and attached Schedules.”*

- (2)      *That the Public Hearing notification area include all properties to the north of Bridgeport Road and west of Great Canadian Way as shown in Attachment 4 to the staff report dated February 9, 2012 from the Director of Development.*



- PLN-165      8.      APPLICATION BY BASTION DEVELOPMENT CORPORATION FOR RICHMOND ISLAND**

(File Ref. No. 12-8060-20-8861) (REDMS No. 3428095)

See Page **PLN-165** for full report

*Designated Speaker: Brian J. Jackson*



STAFF RECOMMENDATION

*That:*

- (1) *Water Service to Richmond Island Bylaw No. 8861, authorizing the Service Agreement for the provision of water service by the City of Vancouver to lands commonly known as Richmond Island and legally described as PID: 025-409-018, Parcel A Section 17 and 18 Block 5 North Range 6 West NWD Plan LMP53748 (“Richmond Island”), be introduced and given first, second and third readings;*
- (2) *The Chief Administrative Officer and General Manager, Engineering & Public Works be authorized to negotiate and execute an indemnification agreement with North Fraser Terminals Inc. and Milltown Marina & Boatyard Ltd. relating to possible flooding and/or erosion on Richmond Island;*
- (3) *Staff be directed to work with FREMP and Port Metro Vancouver to amend the FREMP Richmond Area Designation agreement in keeping with the proposed marina use at Richmond Island; and*
- (4) *Staff be directed to advise the BC Environmental Assessment Office that on the basis of the additional work undertaken by the proponent, the City of Richmond has no further objections to the proposed “waive out” from the BC Environmental Assessment review.*



**PLN-199 9. FORM AND CHARACTER GUIDELINES FOR GRANNY FLATS AND COACH HOUSES IN BURKEVILLE AND EDGEMERE (2041 OCP UPDATE)**

(File Ref. No. 08-4045-00) (REDMS No. 3440676)

See Page **PLN-199** for full report

*Designated Speakers: Terry Crowe and Holger Burke*

STAFF RECOMMENDATION

*That the:*

- (1) *Proposed Form and Character Guidelines for Granny Flats and Coach Houses in Burkeville and Edgemere (Attachment 1); and*
- (2) *Draft Single Detached Housing Zone with Granny Flats or Coach Houses in Burkeville and Edgemere (Attachment 2)*

*be approved for public consultation in the Burkeville and Edgemere areas as part of the 2041 OCP Update.*



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10.   **MANAGER’S REPORT**

ADJOURNMENT





## Planning Committee

Date: Tuesday, February 7, 2012

Place: Anderson Room  
Richmond City Hall

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

Absent: Councillor Linda Barnes

Also Present: Councillor Linda McPhail

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

## MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on Tuesday, January 17, 2012, be adopted as circulated.*

**CARRIED**

## NEXT COMMITTEE MEETING DATE

Tuesday, February 21, 2012, (tentative date) at 4:00 p.m. in the Anderson Room

## COMMUNITY SERVICES DEPARTMENT

### 1. **AFFORDABLE HOUSING STRATEGY: 2012 ANNUAL REVIEW OF INCOME THRESHOLDS AND AFFORDABLE RENT RATES**

(File Ref. No. ; REDMS No. 3454334)

In response to queries Dena Kae Beno, Affordable Housing Coordinator, advised that: (i) Richmond has nine occupied affordable housing units at present; (ii) occupied affordable housing units depend on the development cycle of each development project; and (iii) staff expects that the bulk of occupied affordable housing units will come forward in 2013.

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In response to Committee's request, Ms. Kae Beno advised that she would prepare, and submit to Council, a memo with updates regarding information such details as the number of affordable housing units that have been built in Richmond, among other details.

It was moved and forwarded

*That amendments to the Richmond Affordable Housing Strategy dated May 9, 2007, as amended, (the "Richmond Affordable Housing Strategy") as outlined in Attachment 1 of the report dated January 10, 2012 from the General Manager of Community Services entitled "Affordable Housing Strategy: 2012 Annual Review of Income Thresholds and Affordable Rent Rates", be approved as Addendum No. 3 to the Richmond Affordable Housing Strategy.*

**CARRIED**

**2. 2012 – 2015 RICHMOND INTERCULTURAL STRATEGIC PLAN AND WORK PROGRAM**

(File Ref. No.) (REDMS No. 3427629)

Discussion ensued among Committee, Alan Hill, Cultural Diversity Coordinator, and David Purghart, Chairperson, Richmond Intercultural Advisory Committee (RIAC), and Richmond RCMP representative to RIAC and especially with regard to:

- the Intercultural Advisory Committee can encourage ESL classes across the community, but has no mandate to provide ESL classes;
- after Council approves the strategic plan and work program, staff will submit it to the School Board; and
- new immigrants can learn from the mainstream culture, and the mainstream culture can learn from new immigrants.

A brief discussion ensued with regard to the value of intercultural events at community centres and schools.

It was moved and seconded

*That the 2012-2015 Richmond Intercultural Strategic Plan and Work Program (Attachment 1) be approved.*

**CARRIED**

As a result of the discussion regarding the value of intercultural events, the following **referral** motion was introduced:

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It was moved and seconded

*That staff develop a plan to implement an annual Richmond Day Festival as an occasion to bring the Richmond community together to celebrate cultural diversity as well as Richmond's heritage.*

**CARRIED**

### PLANNING AND DEVELOPMENT DEPARTMENT

3. **APPLICATION BY JAGTAR & SHINGARA KANDOLA FOR REZONING AT 10580 RIVER DRIVE FROM SINGLE FAMILY (RS1/D) TO SINGLE DETACHED (RS2/C)**

(File Ref. No. 12-8060-20-8849, RZ 11-594227) (REDMS No. 3417674)

It was moved and seconded

*That Bylaw No. 8849, for the rezoning of 10580 River Drive from "Single Family (RS1/D)" to "Single Detached (RS2/C)", be introduced and given first reading.*

**CARRIED**

4. **APPLICATION BY ROBERT KIRK FOR REZONING AT 11291 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-8852, RZ 11-587549) (REDMS No. 3424625)

In response to a query, Brian J. Jackson, Director of Development, advised that when an applicant comes forward staff does not set out a preference for, or against, the inclusion of a secondary suite, but staff finds that in two thirds of the cases, applicants build a secondary suite, while in one third of the cases, applicants submit cash in lieu.

It was moved and seconded

*That Bylaw No. 8852, for the rezoning of 11291 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.*

**CARRIED**

5. **TELECOMMUNICATION ANTENNA CONSULTATION AND SITING PROTOCOL**

(File Ref. No. 08-4040-01) (REDMS No. 3443379)

Mr. Jackson provided background information and noted that the staff report reflected a balance between the controls Council wishes to have regarding the siting of telecommunication antennas versus Federal regulations.

Discussion ensued between Committee and staff and in particular on:

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- whether the health department was part of the consultation process;
- the siting protocol has to comply with height regulations outlined by the Vancouver Airport Authority;
- Federal authority is paramount on regulating telecommunications over local zoning powers; and
- a school board can object to an antenna on land adjacent to school property, but cannot regulate the land use of the surrounding properties.

Further discussion ensued with regard to an email (on file in the City Clerk's Office) from Michelle Khong, stating concern on long-term health of residents from the siting of antenna.

Committee directed staff to: (i) review Ms. Khong's email; and (ii) submit a memo to Council regarding the email's content, before the Monday, February 13, 2012 meeting of Council.

It was moved and seconded

***That:***

- (1) ***The proposed Telecommunication Antenna Consultation and Siting Protocol be adopted as a Council Policy to guide the City's review of telecommunication antenna proposals and to facilitate commenting to telecommunication antenna proponents and Industry Canada under the Federal Radiocommunication Act as set out in the staff report entitled "Telecommunication Antenna Consultation and Siting Protocol" dated January 18, 2012;***
- (2) ***Staff be directed to prepare the proposed amendments to Zoning Bylaw 8500 as set out in the above staff report for future consideration by Council; and***
- (3) ***Staff be directed to prepare an amendment to Development Application Fee Bylaw 7984 to include an application fee to cover the cost of processing applications under the proposed Telecommunication Antenna Consultation and Siting Protocol as set out in the above staff report for future consideration by Council.***

**CARRIED**

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**5A. COUNCILLOR EVELINA HALSEY-BRANDT**

Councillor Evelina Halsey-Brandt referenced a February 6, 2012 article in the Vancouver Sun newspaper (on file in the City Clerk's Office) and noted that a Burnaby-based religious group is negotiating with urban farmers to put approximately three acres of unused agricultural land under crops this spring.

Discussion ensued among Committee regarding Richmond's No. 5 Road Backlands Policy, and the following comments were made: (i) that staff, when they review the policy, ascertain whether agricultural activity is real or not on the backlands of No. 5 Road properties; and (ii) in light of the developers of the former Fantasy Gardens site giving the City park space at that site, will other No. 5 Road property owners provide the City with access to their backlands.

Further discussion ensued between Committee and staff, and especially regarding: (i) the timing of the review of the No. 5 Road Backlands Policy; and (ii) the involvement of the City's Finance staff in the review process.

**6. MANAGER'S REPORT**

No manager's reports were given.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:40 p.m.).*

**CARRIED**

Certified a true and correct copy of the  
Minutes of the meeting of the Planning  
Committee of the Council of the City of  
Richmond held on Tuesday, February 7,  
2012.

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Councillor Bill McNulty  
Chair

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Sheila Johnston  
Committee Clerk







# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Cathryn Volkering Carlile  
General Manager  
**Date:** January 31, 2012  
**File:** 08-4057-05/2011  
**Re:** **Housing Agreement (Legacy Park Lands Limited) Bylaw No. 8853 -  
To Secure Market Rental Housing Units located in 14000 and 14088 Riverport  
Way**

### Staff Recommendation

That Bylaw No. 8853 be introduced and given first, second, and third readings to permit the City, once Bylaw No. 8853 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 market rental housing units required by Zoning Text Amendment Application No. 11-565675.

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

Att. 3

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

## Staff Report

### Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8853, **Attachment 1**) to secure 135 market rental housing units in a proposed development at 14000 and 14088 Riverport Way (Map 1, **Attachment 3**).

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

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

Patrick Cotter Architect Inc. has applied for a zoning text amendment for 14000 and 14088 Riverport Way from Low Rise Apartment (ZLR14) – Riverport in order to permit a medium-density mid-rise, mixed-use rental residential development. The development will include:

- A 6-storey mixed use building with 55 market rental housing units, ground level commercial and community meeting space at 14000 Riverport Way, and
- A previously approved 4-storey building with 80 market rental housing units at 14088 Riverport Way.

This zoning text amendment application received second and third reading at the Public Hearing on October 17, 2011. Execution of the Housing Agreement is a rezoning consideration of the Legacy Park Lands Limited application.

The *Local Government Act*, Section 905, states that a local government may, by bylaw, enter into a Housing Agreement to secure affordable housing units. The proposed Housing Agreement Bylaw for the subject Legacy Park Lands Limited development (Bylaw 8853) is presented in **Attachment 1**. It is recommended that the Bylaw be introduced and given first, second, and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

Since the time of the rezoning application approval, further refinement of the design has been completed by the applicants. This has resulted in a slight decrease in the number of market rental housing units contemplated in the Zoning Text Amendment from 140 to 135. The 135 market rental housing units shall be distributed as follows:

- Approximately 4,137 m<sup>2</sup> constituting 55 market rental housing units at 14000 Riverport Way, and
- Approximately 4,489.5 m<sup>2</sup> constituting 80 market rental housing units at 14088 Riverport Way.

The 80-unit building at 14088 Riverport Way is now constructed. There are 20 rental units with anticipated move in dates set from February 1 to March 1, 2012. The property owner has received over 150 inquiries from individuals interested in renting the remaining units.

The applicant has agreed to register notice of the Housing Agreement on title to secure the 135 market rental housing units in perpetuity. The applicant has agreed to the terms and conditions of the attached Housing Agreement (**Attachment 2**).

### **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. 8853 is required to permit the City to enter into a Housing Agreement to secure 135 market rental housing units that are proposed in association with Zoning Text Amendment Application No. 11-565675.

It is thus recommended that first, second, and third reading be given to Bylaw No. 8853.



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

DKB:dkb

Attachment 1	Bylaw No. 8853	REDMS 3424778
Attachment 2	Schedule A and Housing Agreement	REDMS 3466426
Attachment 3	14000 & 14008 Riverport Way Map	REDMS 3425018



City of  
Richmond

## Bylaw 8853

### Housing Agreement (14000 and 14088 Riverport Way) Bylaw No. 8853

The Council of the City of Richmond enacts as follows:

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

PID 026 215 365

Lot 2 Section 33 Block 4 North Range 5 West New Westminster District Plan  
BCP 16162

PID 026 215 357

Lot 1 Section 33 Block 4 North Range 5 West New Westminster District Plan  
BCP 16162

(the "Lands").

2. The General Manager of Community Services for the City of Richmond is authorized to cause notice of the housing agreement to be registered in the Land Title Office.
3. This Bylaw may be cited as "**Housing Agreement (14000 And 14088 Riverport Way) Bylaw No. 8853**".

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 (Legacy Park Lands Limited) Bylaw No. 8853

HOUSING AGREEMENT BETWEEN LEGACY PARK LANDS LIMITED AND CITY OF  
RICHMOND IN RELATION TO 14000 AND 14088 RIVERPORT WAY

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

**THIS AGREEMENT** is dated for reference the 6th day of January, 2012.

**BETWEEN:**

**LEGACY PARK LANDS LIMITED**

(Inc. No. BC0360137)

a company duly incorporated under the laws of the Province of British Columbia and having its offices at 4540 Agar Drive, Richmond, B.C. V7B 1A3

(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;
- B. The Owner is the registered owner of the Lands (as hereinafter defined);
- C. As a condition of approving Zoning Text Amendment 11-565675 (the "Text Amendment"), the Owner is required to register the City's Housing Agreement to secure at least one hundred and thirty-five (135) Dwelling Units, (as hereinafter defined), being constructed on the Lands for market rental purposes in perpetuity and to also provide that the Owner shall not apply for subdivision including stratification (subdivision by way of strata plan, whether by conversion or otherwise) of all or any portion of the Lands, provided that consolidation of the Lands is permitted; and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide the Dwelling Units (as hereinafter defined) on the terms and conditions set out in this Agreement.

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **"Building 1"** means the building to be constructed on PID: 026-215-365 Lot 2 Section 33 Block 4 North Range 5 West NWD Plan BCP16162;
- (c) **"Building 2"** means the building to be constructed on PID: 026-215-357 Lot 1 Section 33 Block 4 North Range 5 West NWD Plan BCP16162
- (d) **"City"** means the City of Richmond;
- (e) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands;
- (f) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on the \_\_\_\_ day of \_\_\_\_, 2011 under number \_\_\_\_\_;
- (g) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238;
- (h) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250;
- (i) **"Lands"** means the following lands and premises situate in the City of Richmond and any part, including a building or a portion of a building, into which said land is Subdivided:  
  

PID: 026 215 365  
Lot 2 Section 33 Block 4 North Range 5 West NWD Plan BCP16162

PID: 026 215 357  
Lot 1 Section 33 Block 4 North Range 5 West NWD Plan BCP16162
- (j) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323;
- (k) **"LTO"** means the New Westminster Land Title Office or its successor;



- (l) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable unit with comparable amenities in a comparable location for a comparable period of time;
- (m) **"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 a Dwelling Unit from time to time;
- (n) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41;
- (o) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78;
- (p) **"Strata Property Act"** means *Strata Property Act* S.B.C. 1998, Chapter 43;
- (q) **"Subdivide"** means to divide, apportion, 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*;
- (r) **"Tenancy Agreement"** means a written tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit for a term of not more than five years; and
- (s) **"Tenant"** means an occupant or occupants of a Dwelling Unit by way of a Tenancy Agreement. A Tenant does not include the Owner or the Owner's family members or any guest of the Owner.

## 1.2 In this Agreement:

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

- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## ARTICLE 2 USE AND OCCUPANCY OF DWELLING UNITS

- 2.1 Notwithstanding that the Owner may be otherwise entitled, the Owner agrees that each of the one hundred and thirty five (135) Dwelling Units being constructed on the Lands may only be:
  - (a) occupied by a Tenant pursuant to a Tenancy Agreement and that no Dwelling Unit may be occupied by the Owner, the Owner's family members or any guest of the Owner; and
  - (b) used for the provision of housing at Market Rent in perpetuity in accordance with this Agreement.
- 2.2 Notwithstanding that the Owner may be otherwise entitled, the Owner shall not apply for subdivision including stratification (subdivision by way of strata plan, whether by conversion or otherwise) of all or any portion of the Lands, provided that consolidation of the Lands shall be permitted.
- 2.3 The Owner will not cause or permit the beneficial or registered title to any of the Dwelling Units to be sold or otherwise transferred, other than pursuant to a Tenancy Agreement, unless title to every one of the Dwelling Units is sold or otherwise transferred together and as a block to the same beneficial and legal owner, provided that the Owner shall be permitted to transfer as a block all of the Dwelling Units located in

Building 1 and all of the Dwelling Units located in Building 2 to different owners, each as a respective block.

- 2.4 Within 30 days after receiving a request in writing from the City, the Owner or its property manager shall provide the City with a statutory declaration in the form attached as Appendix A confirming that all Dwelling Units are being used for the provision of housing at Market Rent in accordance with this Agreement.
- 2.5 The Owner will not permit a Tenancy Agreement to be subleased or assigned unless the proposed Tenant enters into a new Tenancy Agreement with the Owner.
- 2.6 The Owner shall not rent, lease, license or otherwise permit occupancy of any Dwelling Unit except to a Tenant and the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement.

### **ARTICLE 3 DEMOLITION OF A DWELLING UNIT**

- 3.1 The Owner will not demolish a Dwelling 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 Dwelling Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Dwelling 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 Dwelling Unit has been issued by the City and the Dwelling Unit has been demolished under that permit.

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

### **ARTICLE 4 DEFAULT AND REMEDIES**

- 4.1 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.

- 4.2 The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

## ARTICLE 5 MISCELLANEOUS

### 5.1 **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 a Dwelling Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against title to the Dwelling 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 Dwelling Units then City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

### 5.2 **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.

### 5.3 **Management**

The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units. The Owner further covenants and agrees that it will maintain or cause to be maintained the Dwelling 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 Dwelling Units.

#### 5.4 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling 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.

#### 5.5 Release

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

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

#### 5.6 Survival

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

#### 5.7 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands;

## 5.8 City's Powers Unaffected

This Agreement does not:

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

## 5.9 Agreement for Benefit of City Only

The Owner and the City agree that:

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

## 5.10 No Public Law Duty

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

## 5.11 Notice

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

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

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

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

#### 5.12 **Enuring Effect**

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

#### 5.13 **Severability**

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

#### 5.14 **Waiver**

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

#### 5.15 **Sole Agreement**

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Dwelling 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.

#### 5.16 **Further Assurance**

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

### 5.17 **Covenant Runs with the Lands**

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

### 5.18 **Equitable Remedies**

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

### 5.19 **Limitation on Owner's Obligations**

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

### 5.20 **No Joint Venture**

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

### 5.21 **Applicable Law**

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

### 5.22 **Deed and Contract**

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



**5.23 Joint and Several**

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

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

**LEGACY PARK LANDS LIMITED**

by its authorized signatories:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CITY OF RICHMOND**

by its authorized signatories:

Per: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## Appendix A to the Housing Agreement

### STATUTORY DECLARATION

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner, or authorized agent of the owner of \_\_\_\_\_ (the "Lands"), 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 Lands notice of which is registered on title to the Lands under registration number \_\_\_\_\_.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ all the Dwelling Units (as defined in the Housing Agreement) on the Lands were being used solely for the provision of housing for Tenants (as defined in the Housing Agreement) at Market Rent (as defined in the Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of \_\_\_\_\_ )  
 Richmond, in the Province of British Columbia, )  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2012. )

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

\_\_\_\_\_  
 DECLARANT

### PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the of the *Local Government Act* between the City of Richmond and Legacy Park Lands Limited in respect to the lands and premises legally known and described as:

PID: 026 215 365

Lot 2 Section 33 Block 4 North Range 5 West NWD Plan BCP16162

PID: 026 215 357

Lot 1 Section 33 Block 4 North Range 5 West NWD Plan BCP16162

(the "Lands").

**HSBC Bank Canada** (the "Chargeholder") is the holder of Mortgages and Assignments of Rents encumbering the Lands which Mortgages and Assignments of Rents were registered in the Lower Mainland LTO under numbers BX156405, BB1290260 and BX156406, BB1290260A, respectively, (the "Bank Charges").

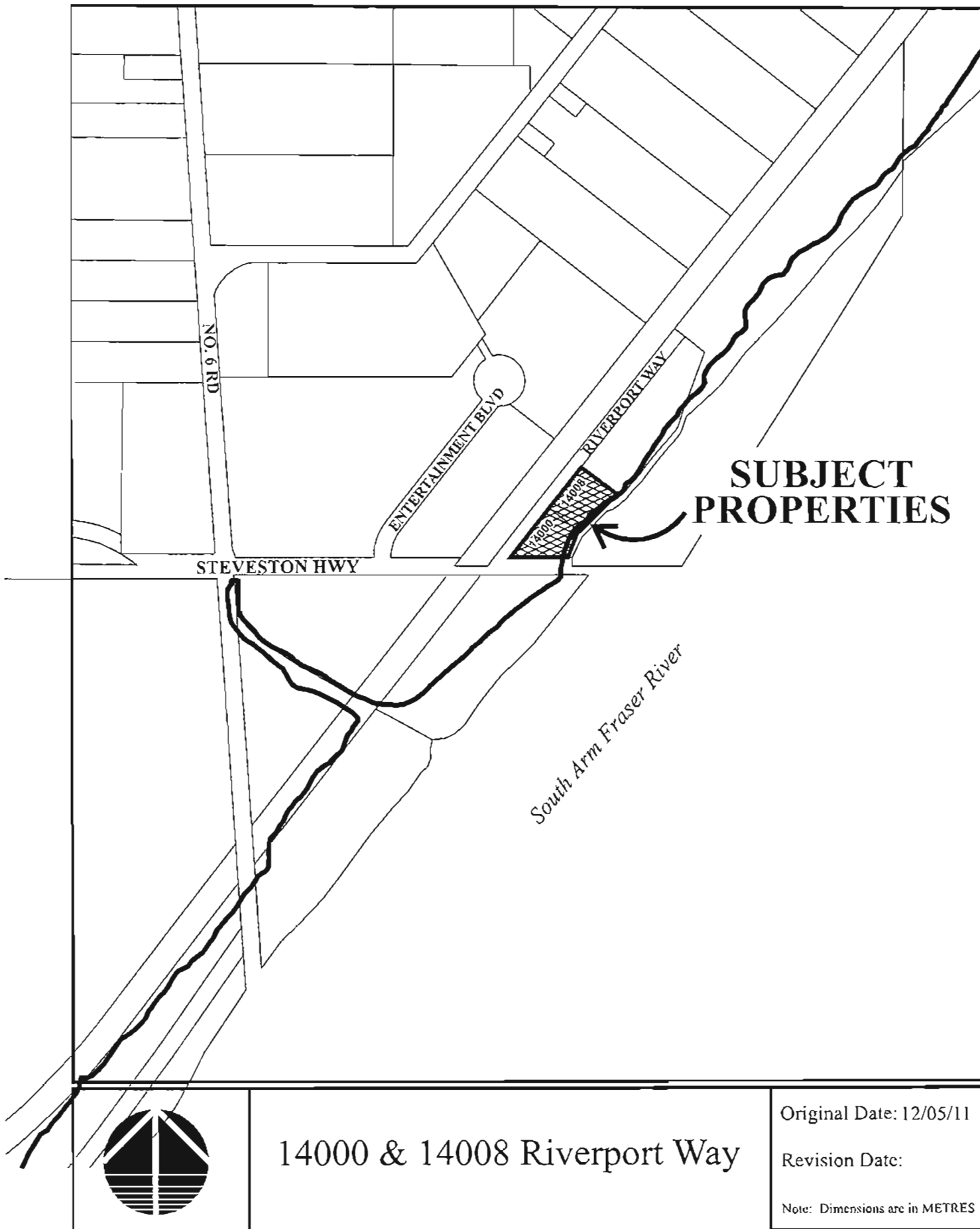
The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting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

**HSBC BANK CANADA**

by its authorized signatories:

Per: \_\_\_\_\_

Per: \_\_\_\_\_



14000 & 14008 Riverport Way

Original Date: 12/05/11

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** January 31, 2012  
**From:** Brian J. Jackson, MCIP **File:** RZ 11-566870  
Director of Development  
**Re:** Jaing Zhu has applied to the City of Richmond for permission to rezone  
9780 Alberta Road from Single Detached (RS1/F) to Town Housing (ZT60) –  
North McLennan (City Centre) in order to create six (6) Townhouse units.

### Staff Recommendation

That Bylaw 8812, for the rezoning of 9780 Alberta Road from “Single Detached (RS1/F)” to “Town Housing (ZT60) – North McLennan (City Centre)”. be introduced and given first reading.

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

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

## Staff Report

### Origin

Jaing Zhu has applied to the City of Richmond to rezone 9780 Alberta Road (**Attachment 1**) from “Single Detached (RS1/F)” to “Town Housing (ZT60) – North McLennan (City Centre)” in order to develop six (6) townhouse units (**Attachment 2**).

The development will share an access point from the neighbouring property to the east at 9800 Alberta Road by means of an access easement, which was registered at the time the property was going through their own rezoning process for a similar six (6) unit townhouse (RZ 04-277069).

### Findings Of Fact

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

### Surrounding Development

To the North: Across Alberta Road, part of a 98 unit, 2 storey townhouse complex at 6300 Birch Street, zoned “Town Housing (ZT32) – North McLennan (City Centre)”.

To the East: A six (6) unit, 3 storey townhouse complex at 9800 Alberta Road, zoned “Town Housing (ZT60) – North McLennan (City Centre)”.

To the South: A.R. MacNeill Secondary School, zoned “School and Institutional Use (SI)”.

To the West: Single Detached Dwellings, zoned “Single Detached (RS1/F)”

### Related Policies and Studies

#### Official Community Plan

Official Community Plan (OCP) designation: McLennan North Sub-Area Plan, Schedule 2.10C.

#### McLennan North Sub-Area Plan, Schedule 2.10C

OCP Sub-Area Land Use Map (**Attachment 4**): Residential Area 3, Two-Family Dwelling / 2 & 3-storey townhouses. Base FAR 0.65.

#### Floodplain Management Implementation Strategy

In accordance with the City’s Flood Plain Management Strategy, the minimum allowable elevation for habitable space is 2.9 m GSC or 0.3 meters above the highest crown of the adjacent road. A Flood Indemnity Covenant is to be registered on title prior to final adoption of this rezoning application.

#### OCP Aircraft Noise Sensitive Development (ANSD) Policy

The subject site is located in Area 4 of the ANSD policy. As a residential use, the applicant will need to submit an acoustic report as part of their Development Permit application. The report is to provide recommendations that the design of the building will comply with the City’s Official Community Plan requirements for interior noise levels and the thermal condition standard

ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” for developments within the Aircraft Noise Sensitive Development area.

#### Affordable Housing Strategy

In accordance with the City’s Affordable Housing Strategy, the applicant will be providing a voluntary contribution to the Affordable Housing Reserve Fund. The contribution amount is detailed in a separate section of this report.

#### **Public Input / Consultation**

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

Since the application proposes to utilize an existing access easement registered on the property to the east at 9800 Alberta Road, the applicant volunteered to undertake an extensive consultation process with this six (6) unit complex to inform all the owners that the drive aisle they currently use was originally intended to be shared with the development to the west (subject site). The consultation and information sharing was done by the applicant’s lawyer, outlining the development proposal and the access easement. A response from one unit owner outlined a series of various questions that were forwarded to both the City and to the applicant’s Lawyer. The City invited the resident to City Hall to view the application and respond to their concerns, but no reply was received. The applicant’s lawyer forwarded the same questions to the project architect where they provided a response to the resident (**Attachment 4**).

The City has not heard anything further from this resident.

#### **Staff Comments**

Drawings for the proposed rezoning are enclosed for reference (**Attachment 2**). Separate from the rezoning process, the applicant is required and has submitted an application for a Development Permit which is currently being reviewed by City staff. No Servicing Agreement is required as the frontage improvements were completed in the 1990’s.

#### **Analysis**

The analysis is set out to clarify the proposed rezoning Bylaws.

#### Proposed Zoning to “Town Housing (ZT60) – North McLennan (City Centre)”

The proposal to develop townhouses on this parcel is in keeping with the McLennan North Sub-Area Plan, which identifies this area for 2 and 3 storey townhouses (**Attachment 5**). It allows the redevelopment towards higher density from a predominately single family area. No amendment is required to the OCP as the proposal meets the North McLennan Sub-Area Plan parameters as well as the designation of the Land Use Map (‘Residential, Townhouse up to 3 Stories’).

The size of the subject site does not meet the minimum lot size requirements of 2,000m<sup>2</sup> as indicated in the Neighbourhood Plan. Documents have been submitted to the City on the applicant’s attempts to acquire the property to the west at 9760 Alberta Road, but were unsuccessful. The resulting design of this single site, with the use of the existing access at 9800

Alberta Road removes the need for a separate driveway and internal drive aisle in favour of increased landscaping. The single site also provides for townhouse units that are of similar scale to the existing ones at 9800 Alberta Road and does not deter from any development potential of the adjacent lots.

#### Transportation and Parking

Access to the site is through an existing access easement registered prior to the adoption of the six (6) unit townhouse complex at 9800 Alberta Road. The purpose of this easement was to allow access to the subject site and provide opportunities for future street parking when it became ready for redevelopment. A separate pedestrian access from Alberta Road to the proposed units is along the western edge of the subject site which leads to a winding path along the west and granting access to the townhouse units.

To aid in the upgrades to the intersection lights at the corner of Alberta Road and No. 4 Road, the applicant has agreed to a contribution of \$15,000.00 to help facilitate this upgrade.

The submitted proposal meets the number of off-street parking stalls in accordance with the Off-Street Parking and Loading requirements of Zoning Bylaw 8500. A total of 14 stalls are being proposed, comprised of 12 resident and two (2) visitor stalls. The resident parking arrangement is within two car garages where vehicles will be set up side-by-side.

The removal of the existing driveway letdown to remove vehicle access to the existing site will be a part of a work order the City requires as part of the Building Permit process. The information contained with the application will include a new water service and information to replace the letdown to match the existing street frontage. Costs associated with this work will be from the developer and negates the need for a Servicing Agreement.

#### Trees

An Arborist Report and site survey (**Attachment 5**) was submitted for review to assess the existing trees on the site for possible retention of existing trees. The submitted report indicated that of the seven (7) trees currently on site, none were good candidates for retention as they were either in poor condition or located within the development footprint.

A detailed site review was conducted by City staff which confirmed with the report that of the seven (7) on-site trees, five (5) are in poor condition and will need to be removed. The remaining two (2) are considered in poor condition and cannot be retained or relocated as their present location is in the middle of the building envelope.

Also on the site are three (3) undersized trees that are in good condition and would be good candidates for retention and relocation to be a part of the final landscaping arrangement. The retention of these three trees will be reviewed at the Development Permit stage as part of their landscaping plan.



**Tree Summary Table**

Item	Number of Trees	Tree Compensation Rate	Tree Compensation Required	Comments
<b>Total On Site Trees</b>	7	-	-	-
<b>To be removed due to poor health</b>	7	2:1	14 (11 if the three undersized trees are incorporated into the landscape plan)	To be removed, due to conflicts with proposed building locations and poor health or structure of the trees.
<b>Undersized trees for retention</b>	3	-	-	Applicant to attempt to relocate these trees and incorporate them into the landscape plan as part of the DP.

One off-site City tree located adjacent to the subject site is in good condition and is to be retained and protected during construction.

#### Design

The three-storey proposal meets the intent and requirements of the neighbourhood plan. The applicant has made an application for a Development Permit and that is currently in circulation. More detail regarding the form and character of the proposal will follow during that process.

#### Affordable Housing

The applicant will be making a voluntary cash contribution to the affordable housing reserve fund in accordance with the City's Affordable Housing Strategy.

With respect to townhouse developments, the strategy specifies that a voluntary cash contribution of two dollars (\$2.00) per buildable square foot to the maximum allowable FAR will be welcomed to the affordable housing reserve fund. The total payable contribution in this six (6) unit proposal would come to \$14,161.00.

#### Public Art

As the proposed development is under 10 units, providing or contributing to Public Art is not applicable in accordance with policy.

#### Utilities and Site Servicing

A site servicing review has been conducted by the applicant's Engineering consultant and reviewed by the City's Engineering Department. There are no requirements for the applicant to upgrade the existing storm sewer system.

#### Servicing Agreement

Frontage works were done in the late 1990's through the City's DCC program. No Servicing Agreement for this project is required.

#### Development Permit

A separate Development Permit application would be required with a specific landscaping plan to include the following:

1. Submit a revised site plan to illustrate all existing trees (20cm calliper or greater) and noted if they are to be retained or removed.
2. Overall appropriateness of the landscaping plan, including how the proposed grades will ensure the survival of the three on-site trees that are to be retained.
3. Manoeuvrability of larger vehicles (SU-9) within the site.
4. Submit an Acoustical Report outlining noise mitigation measures to be taken to the building design to lessen the impact of aircraft noise as well as provide thermal conditions in accordance with ASHRAE 55-2004.


In addition to the standard Development Permit review.

### **Financial Impact**

None.

### **Conclusion**

The proposed six (6) unit townhouse development meets the land use requirements of the OCP as well as the zoning requirements set out in the "Town Housing (ZT60) – North McLennan (City Centre)" zone for the North McLennan neighbourhood plan. Staff contend that the design requirements meet the character of the neighbourhood and are confident the outstanding conditions will be met prior to final adoption. Staff recommends that rezoning application RZ 11-566870 proceed to first reading.



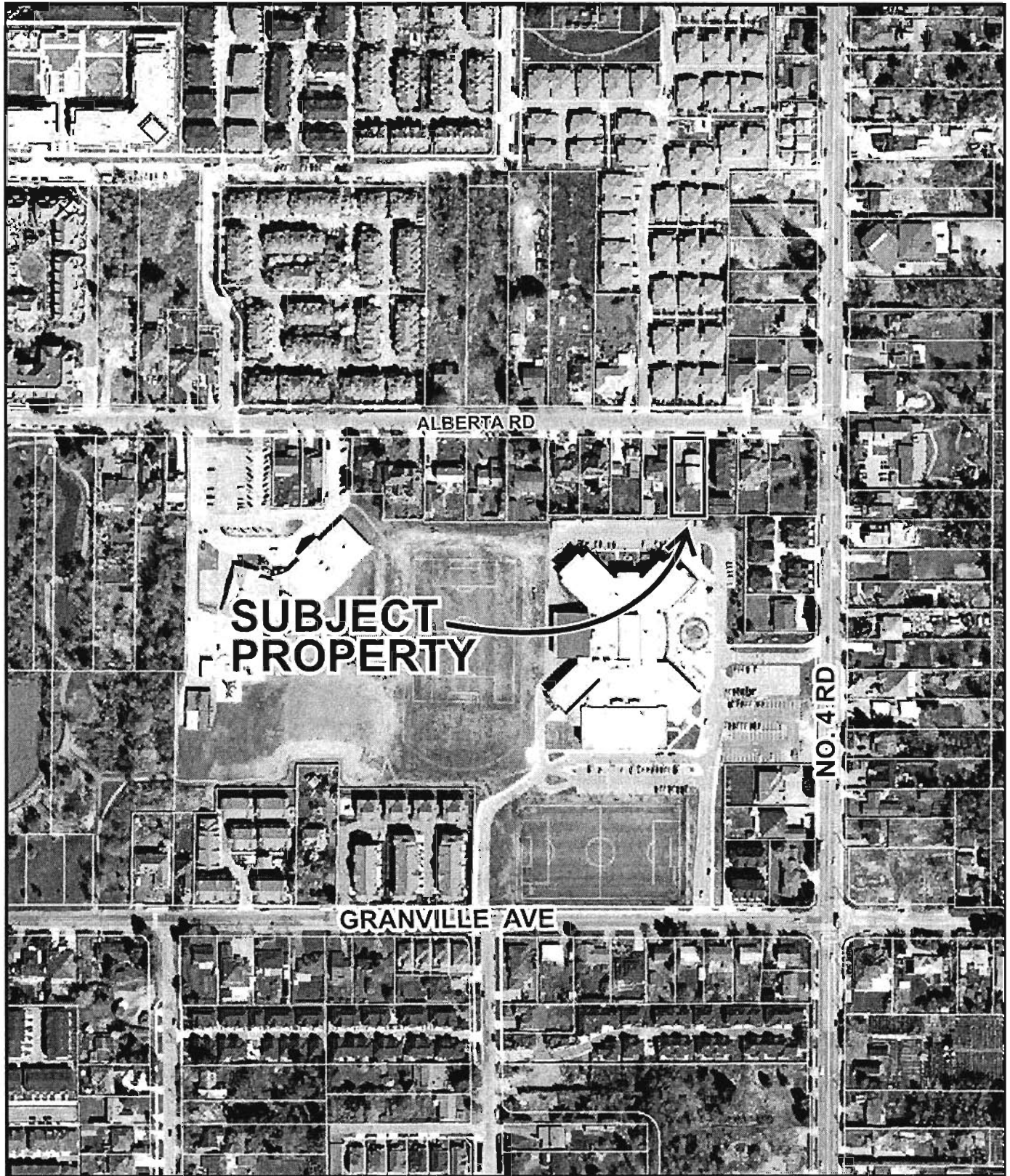
David Johnson  
Planner 2  
(604-276-4193)

DJ:cas

### **List of Attachments**

Attachment 1	Location Map, Zoning Site Map, Site Context and Aerial View of the Site
Attachment 2	Site Plan and Preliminary Architectural Drawings
Attachment 3	Development Application Data Sheet
Attachment 4	Resident questions to the development with Architect response
Attachment 5	McLennan North Sub-Area Land Use Map
Attachment 6	Arborist Report - Tree Survey Plan
Attachment 7	Conditional Rezoning Requirements





RZ 11-566870

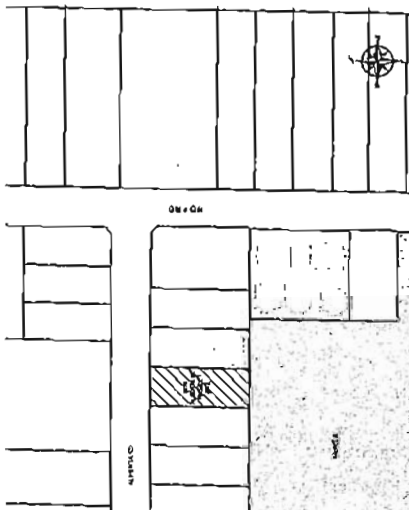
Original Date: 03/24/11

Revision Date:

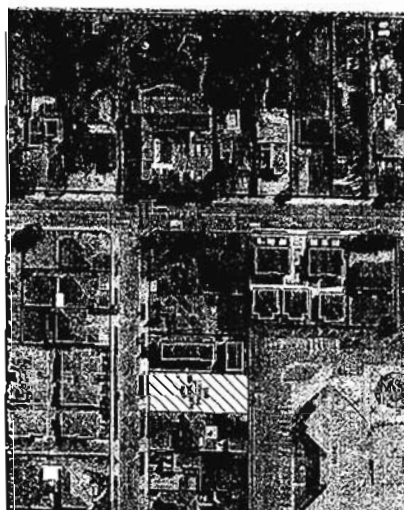
Note: Dimensions are in METRES

## TOWNHOUSE DEVELOPMENT AT 9780 ALBERTA ROAD, RICHMOND, BC

## LOCATION PLAN



## SITE CONTEXT PLAN



## DRAWING LIST

- ARCHITECTURAL:
- A0.0 LOCATION PLAN / PROJECT DATA
  - A1.0 SITE PLAN
  - A1.1 STREET ELEVATION
  - A2.0 LEVEL 1 AND LEVEL 2 FLOOR PLANS
  - A2.1 LEVEL 3 FLOOR PLAN / ROOF PLAN
  - A3.0 BUILDING 'A' ELEVATIONS
  - A3.1 BUILDING 'B' ELEVATIONS
  - A3.2 BUILDING 'A' SECTIONS
  - A3.3 BUILDING 'B' SECTIONS

## LANDSCAPE:

- L1 SITE & PLANTING PLAN

## SURVEY:

- S1 TOPOGRAPHIC SURVEY PLAN

## CIVIC ADDRESS

9780 ALBERTA ROAD, RICHMOND, BC  
5 SEC 10 BLK 44 N 60 W PL 1712

## LEGAL DESCRIPTION

## PROJECT STATISTICS

ZONING	REQUIRED / ALLOWED	PROVIDED / PROPOSED
RS-1	RS-1	Z1-B0
SITE AREA	1,912 SM (10,863.1 SF)	1,012 SM (10,863.1 SF)
LAND USES	SINGLE DETACHED	TOWNHOUSE
OCP DESIGNATION	NEIGHBORHOOD RESIDENTIAL	NEIGHBORHOOD RESIDENTIAL
AMOUNT OF UNITS	1	6
TOTAL FLOOR AREA		7,891.77 SF
FLOOR AREA RATIO	0.63	0.63
TOTAL BUILDING AREA		3,714.77 SF
LOT COVERAGE (BLDG ONLY)	40%	54.10%
SETBACK - FRONT YARD	6.0 M	6.1 M (20 FT)
SETBACK - SIDE YARD (WEST)	3.0 M	3.9 M (12.80 FT)
SETBACK - SIDE YARD (EAST)	3.0 M	5.1 M (20 FT)
SETBACK - REAR YARD	3.0 M	3.0 M (10.00 FT)
HEIGHT - (M)	12.0 M (39.37 FT)	8.57 M (28.14 FT)
OFF-STREET PARKING / VISITOR PARKING	12 @ 2 / UNIT - 2 @ 0.2 / UNIT	12 - 2
OFF-STREET PARKING / ACCESSIBLE	0	0
OFF-STREET PARKING / TOTAL	19	13
OUTDOOR AVENUE	26 SM @ 6 SM / UNIT	32.6 SM (860 SF)

## BC BUILDING CLASSIFICATION

BUILDING	MAJOR OCCUPANCY	BUILDING AREA	BUILDING HT	GOVERNING SEC.
BUILDING 'A'	GROUP C (RESIDENTIAL)	232.2 SM (2,492.6 SF) < 600 SM	3 STOREY	BCSC PART 9
BUILDING 'B'	GROUP C (RESIDENTIAL)	108.8 SM (1,171 SF) < 600 SM	3 STOREY	BCSC PART 9

## UNIT TYPE / BUILDING SIZE (FOR FSR CALCULATION) SUMMARY

UNIT TYPE	BLDG	UNIT LOCATION	UNIT FEATURE	UNIT SIZE	PRIVATE GARAGE	AMOUNT OF UNIT	SUBTOTAL FLOOR AREA (BY UNIT)	SUBTOTAL FLOOR AREA (BY BLDG)
TYPE A	BLDG 'A'	MIDDLE UNIT	3 BD + DEN	1,154.82 SF	2 CARS	2 UNITS	2,309.64 SF	4,619.27 SF
TYPE A1	BLDG 'A'	END UNIT	3 BD + DEN	1,161.23 SF	2 CARS	1 UNIT	1,161.23 SF	(BLDG 'A')
TYPE A2	BLDG 'A'	END UNIT	4 BD + DEN	1,201.70 SF	2 CARS	1 UNIT	1,201.70 SF	
TYPE B	BLDG 'B'	TYP. UNIT	4 BD	1,209.30 SF	2 CARS	2 UNITS	2,418.60 SF	2,418.60 SF (BLDG 'B')
TOTAL	2 BLDGS				6 CARS	6 UNITS		7,891.47 SF (ENTIRE DEVELOPMENT)

## CONTACT LIST

CLIENT  
PUNDA CONSTRUCTION LTD  
SUITE 101, 11111 111 AVENUE  
RICHMOND, BC V6V 1A6  
CONTACT: ANA VANG  
PHONE: 778-898-8607, FAX: 604-271-8614

ARCHITECT  
IMPERIAL ARCHITECTURE  
1716 FRENCH STREET,  
VANCOUVER, BC V6P 1N5  
CONTACT: JAMES DUBOIS  
TEL: 604-721-6352  
EMAIL: IMPERIALARCHITECTURE@SHAWCA

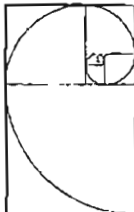
LANDSCAPE ARCHITECT  
FRED LIA ASSOCIATES INC.  
404 VICTORIA DRIVE  
VANCOUVER, BC V6P 1K7  
CONTACT: FRED LIA  
TEL: 604-371-7141  
EMAIL: FREDLIA@SHAWCA

ARBORIST  
WOODPRO TREE SERVICES LTD.  
4204 CHAMBERS AVE. W.  
DELTA, BC V4L 2J8  
CONTACT: CARL LOTHMAN, ISA ARBORIST  
TEL: 604-631-2715  
EMAIL: WOODPRO@COGNET.COM

GEOTECHNICAL  
DAVIS GEOTECHNICAL INC.  
67130 CLYDEDALE AVENUE,  
DELTA, BC V3M 6A8  
CONTACT: PAUL A. DAVES, P ENG  
TEL: 846-35-2300  
EMAIL: PAUL.DAVES@DAVISENGTECHNICAL.COM

SURVEYOR  
J.C. TAM & ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
8115 - 8033 OULIN CRESCENT,  
RICHMOND, BC V6X 3Z7  
CONTACT: JOHNSON TAM, B.C.L.S.  
TEL: 846-271-8878  
FAX: 846-271-8879  
E-MAIL: OFFICE@JCTAM.COM

LEGAL  
CHEN & L. BARBERS & ASSOCIATES  
SUITE 200, 4990 NO. 1 ROAD  
RICHMOND, B.C. V6X 3A5  
CONTACT: LINDA (BEH LING) CHEN  
TEL: 846-271-8828  
FAX: 846-271-8829  
E-MAIL: OFFICE@JCTAM.COM



IMPERIAL  
ARCHITECTURE  
REGISTERED ARCHITECT OF BRITISH COLUMBIA  
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VANCOUVER, BC V6P 1N5  
TEL: 604-721-6352  
FAX: 604-271-8614

ARCHITECT  
Imperial Architecture  
1716 French Street,  
Vancouver, BC V6P 1N5  
Contact: James Dubois  
Tel: 604-721-6352  
Email: ImperialArchitecture@shaw.ca



KEY PLAN

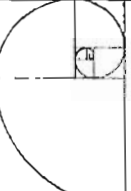
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TOWNHOUSE DEVELOPMENT  
FOR PUNDA CONSTRUCTION LTD.  
9780 ALBERTA ROAD,  
RICHMOND, BC  
LOCATION / CONTEXT PLAN  
PROJECT DATA  
Scale: 1:100  
Date: 11.1.15  
A.0.0










**IMPERIAL ARCHITECTURE**  
 10000 43RD STREET, SUITE 100, RICHMOND, BC  
 V6X 2C6  
 TEL: (604) 271-1111  
 FAX: (604) 271-1112  
 WWW.IMPERIALARCHITECTURE.COM

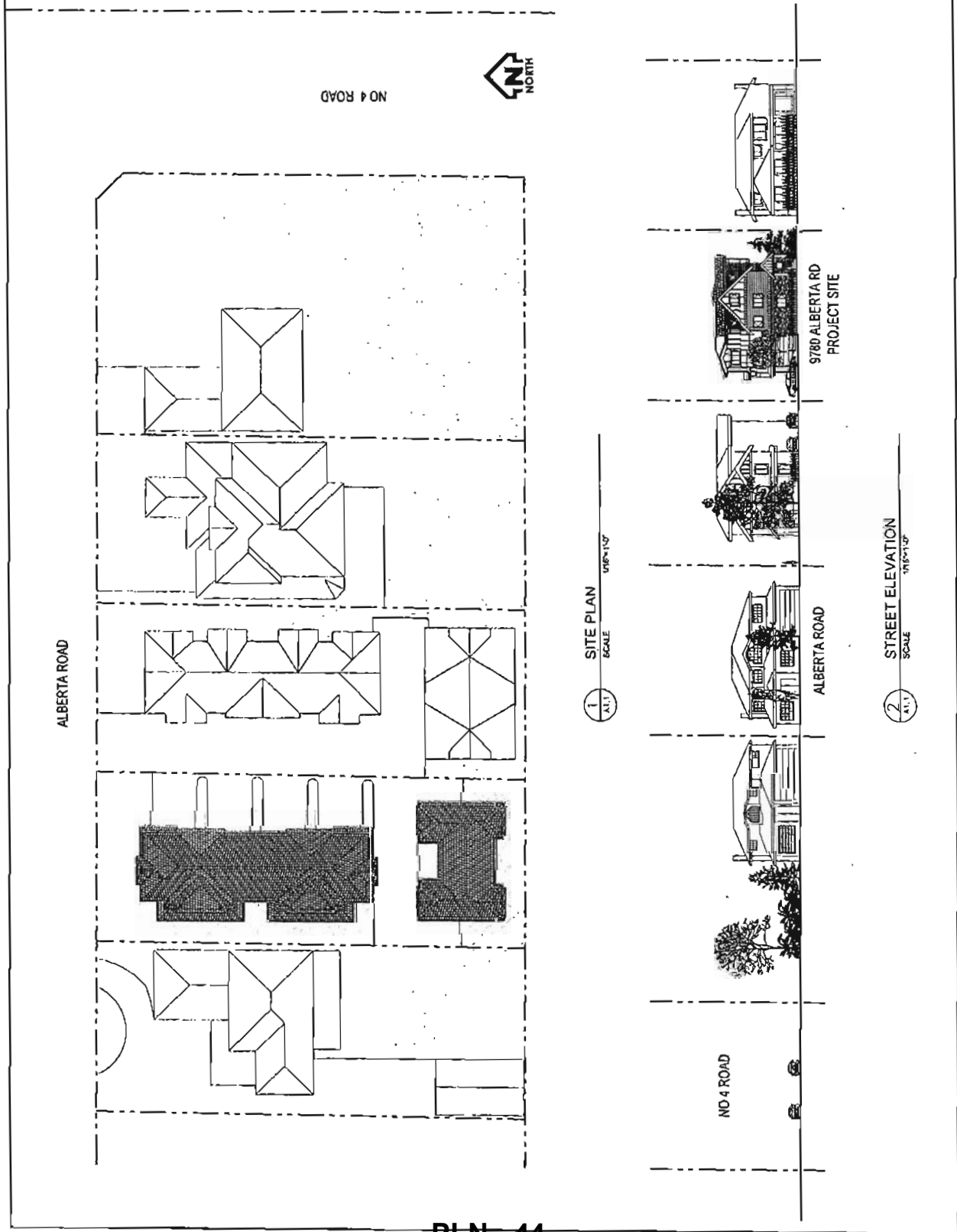
**Copyright Reserved**  
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**Client:** TOWNHOUSE DEVELOPMENT FOR RICHMOND CONSTRUCTION LTD.  
**Address:** 9780 ALBERTA ROAD, RICHMOND, BC  
**Project No.:** A1.1


**KEY PLAN**



**Legend:**  
 1. Project Site  
 2. Surrounding Area  
 3. Major Road  
 4. Water Body








**IMPERIAL ARCHITECTURE**  
 10000 S. 100th Avenue, Suite 100  
 Richmond, BC V6X 2C9  
 Tel: (604) 273-8888  
 Fax: (604) 273-8889  
 Email: info@imperialarch.com

**KEY PLAN**



Building A

**TOYHOUSE DEVELOPMENT**  
 FOR EUBA CONSTRUCTION LTD.  
 10000 S. 100th Avenue, Suite 100  
 Richmond, BC

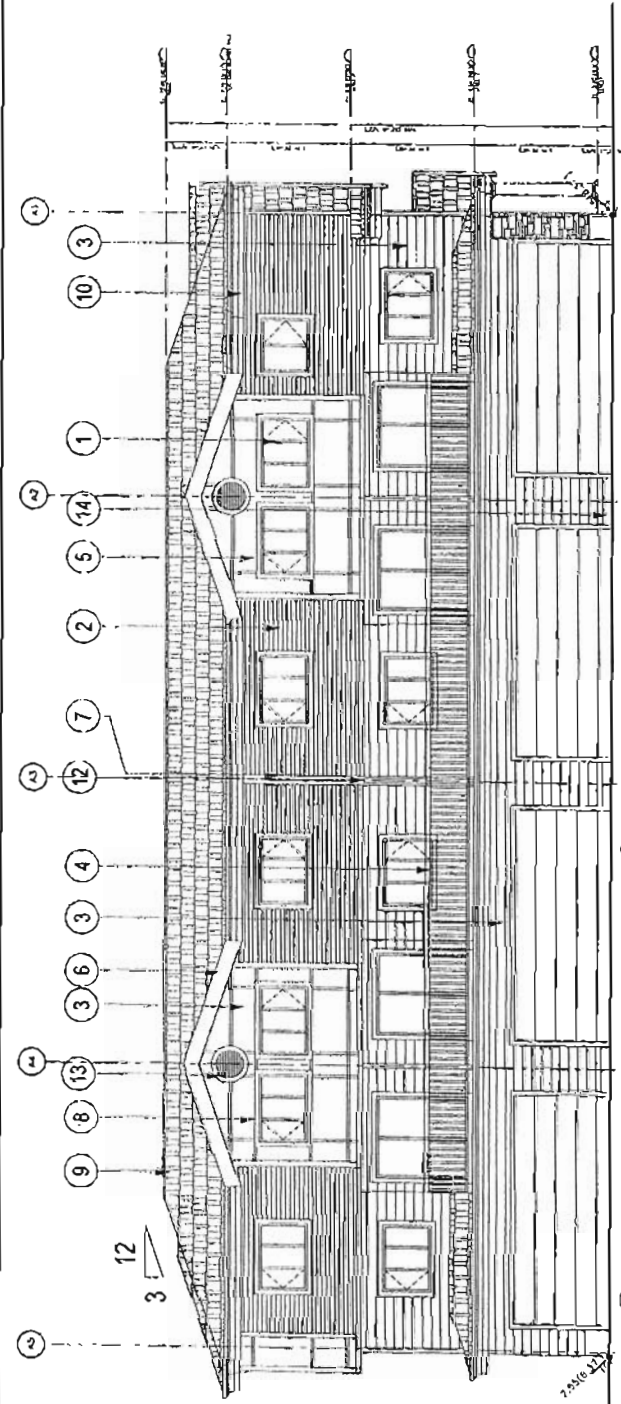
**BUILDING "A" ELEVATIONS**

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

Sheet: 28/30

**A 3.0**

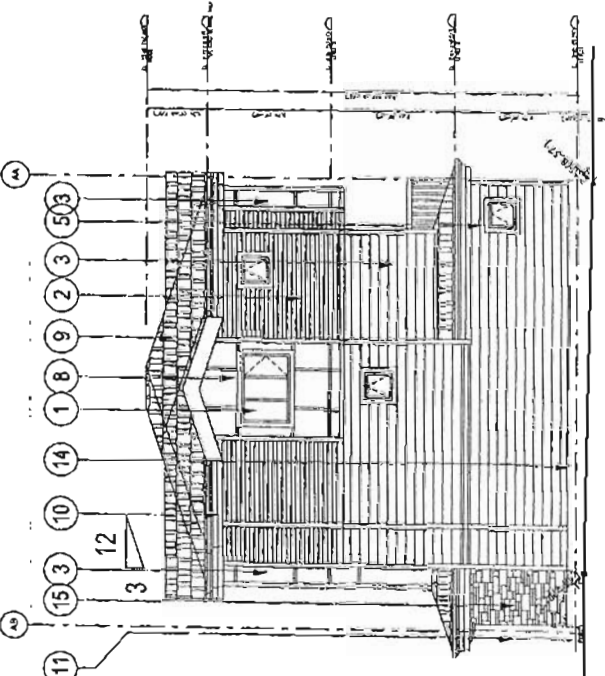
**PLN - 45**



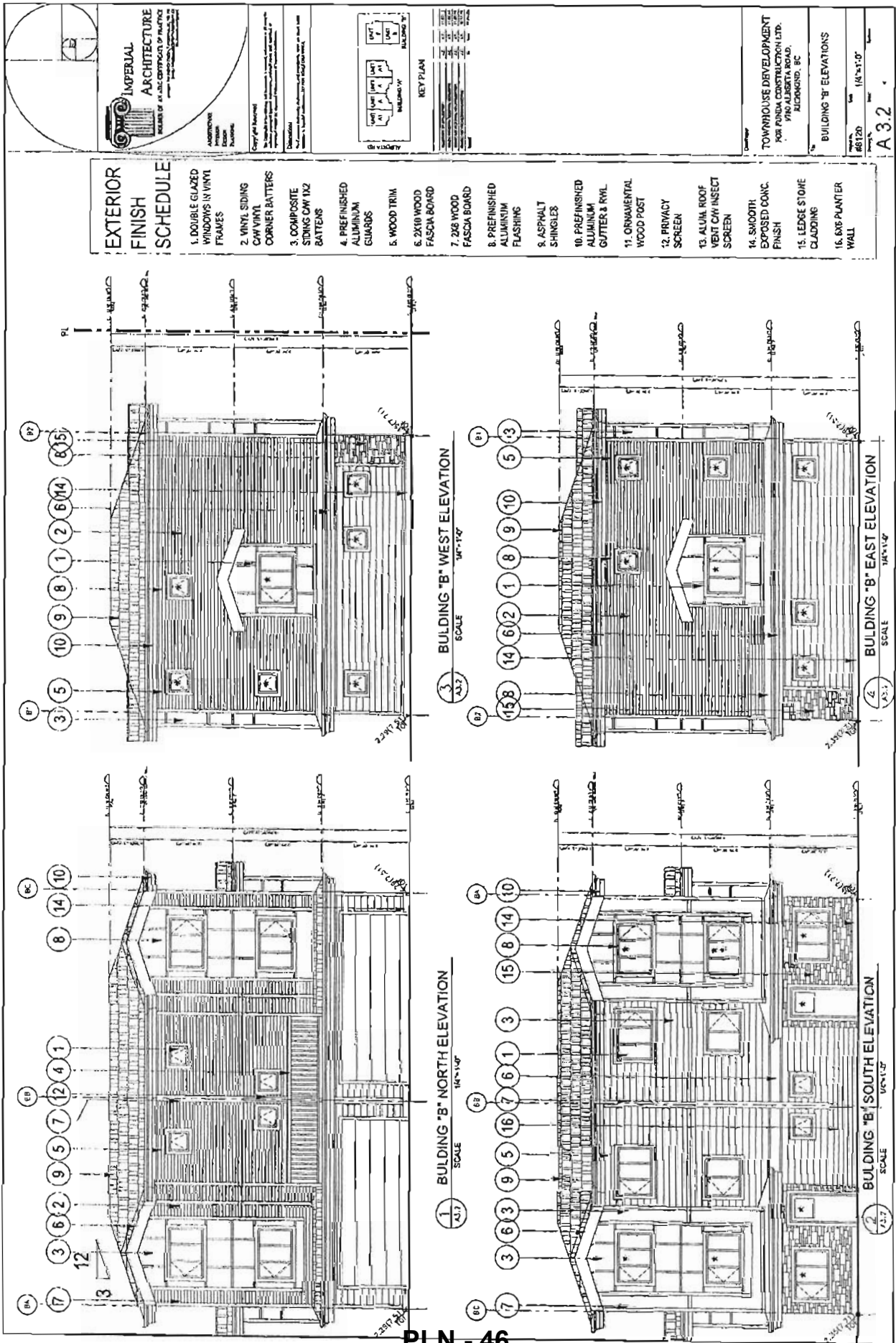
**BUILDING "A" WEST ELEVATION**  
 SCALE: 1/8" = 1'-0"

**EXTERIOR FINISH SCHEDULE**

<ul style="list-style-type: none"> <li>1. DOUBLE GLAZED WINDOWS IN VINYL FRAMES</li> <li>2. VINYL SIDING CW VINYL CORNER BATTENS</li> <li>3. COMPOSITE SIDING CW 1X2 BATTENS</li> <li>4. PREFINISHED ALUMINUM GUARDS</li> <li>5. WOOD TRIM</li> <li>6. 2X10 WOOD FASCIA BOARD</li> <li>7. 2X6 WOOD FASCIA BOARD</li> <li>8. PREFINISHED ALUMINUM FLASHING</li> </ul>	<ul style="list-style-type: none"> <li>9. ASPHALT SHINGLES</li> <li>10. PREFINISHED ALUMINUM GUTTER &amp; RVL</li> <li>11. ORNAMENTAL WOOD POST</li> <li>12. PRIVACY SCREEN</li> <li>13. ALUM. ROOF VENT CW INSECT SCREEN</li> <li>14. SMOOTH EXPOSED CONC. FINISH</li> <li>15. LEDGE STONE CLADDING</li> <li>16. 6X6 PLANTER WALL</li> </ul>
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**BUILDING "A" SOUTH ELEVATION**  
 SCALE: 1/8" = 1'-0"





## City of Richmond

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

## Development Application Data Sheet

**RZ 11-566870**

Address: 9780 Alberta Road

Applicant: Jaing Zhu

Planning

Area(s): City Centre – McLennan North Sub-Area (Schedule 2.10C)

	Existing	Proposed
Civic Address:	9780 Alberta Road	To Be Determined
Owner or Applicant:	Jaing Zhu	No Change
Site Size (m <sup>2</sup> ):	1,012.0m <sup>2</sup>	No Change
Land Uses:	Single-Family	Townhouse Residential
OCP Area Plan Designation:	Residential Area 3 0.65 base F.A.R. Two-Family Dwelling / 2 & 3-storey Townhouses	No Change
Zoning:	Residential Single Detached, Subdivision F (RS1/F)	Town Housing (ZT60) – North McLennan (City Centre)  Permits Townhouses at 0.65 F.A.R.
Number of Units:	1 Single-Family Dwelling per lot	6 Townhouse Units on a consolidated lot.

	Bylaw 8500 Requirements	Proposed	Variance
Density (FAR):	Site Area 1,012.0m <sup>2</sup> x (0.65) = 657.8m <sup>2</sup> (max.)	658.8m <sup>2</sup> (0.65 FAR)	none permitted
Lot Coverage – Building:	40% Max.	34.1%	none
Lot Size:	1,012.0m <sup>2</sup>	1,012.0m <sup>2</sup>	none
Setback: Alberta Road:	6.15m	6.0m	none
Setback: Side and Rear Yard:	3.0m Min.	3.05m	none
Height:	12.0m and no more than 3 stories maximum	9.91m and 3 stories	none
Minimum off-street Parking Requirements:	9 Resident <i>plus</i> 2 Visitor <b>11 spaces minimum</b>	12 Resident <i>plus</i> 2 Visitor <b>14 spaces</b>	none
Tandem Parking Spaces:	No tandem parking for townhouses	None	none

	<b>Bylaw 8500 Requirements</b>	<b>Proposed</b>	<b>Variance</b>
Amenity Space – Indoor:	70 m <sup>2</sup> or cash-in-lieu payment	Cash-in-lieu payment totalling <b>\$6,000.00</b>	none
Amenity Space – Outdoor:	6 m <sup>2</sup> minimum per unit x 6 units = 36m <sup>2</sup>	36.2m <sup>2</sup>	none

## APPENDIX 10

**Ben L. Chen**

---

**From:** Imperial Architecture [Imperial.architecture@shaw.ca]  
**Sent:** January 25, 2011 10:50 AM  
**To:** Ben L. Chen  
**Cc:** 'Ava Yang'  
**Subject:** #08120 - 9780 Alberta Rd, Richmond (Preliminary response to neighbor's concerns)

Hi, Linda,

Thank you for forwarding me letter from the concerning neighbor.

Please review my response below in *RED* and call me for more discussions.

Thanks.

Jiang Zhu, M.Arch, MAIBC, MRAIC, LEED® AP BD+C  
Principal  
Imperial Architecture  
Tel: 604-721-6852  
Email: imperial.architecture@shaw.ca

Hi Mr. Li,

I see your propose rezoning plan for the 9780 Alberta Rd Richmond.

I have some questions:

1. Driveway:

9800 only have 13 cars, but your propose plan show there are another additional 8 private visit parking, that means 9780 will be increase total 22 cars, it is too much and not fair to 9800, and also not safe for fire and emergency situation, so we do not agree for the 9780 additional 8 private visit parking, we only agree 14 cars in 9780, the total cars in 9800 and 9780 is 27 cars.

*There will be only 14 parking stalls provided in 9780 development as per requirement in Richmond Parking By-law.*

The current driveway of 9800 is only 6.7m - 7m width for max 12 cars of 6 units of 9800 Alberta Rd use only, if 9780 want share this driveway, there will be 27 cars of 12 units use this driveway, for the increased traffics and fire and emergency safety issue, 9780 should provide at least 2m additional driveway space to this driveway.

*According requirements in 7.5.5 of Richmond Parking By-law (page 7-2), the minimum maneuvering aisle width of is 6.7m. This width requirement is irrelevant to amount of vehicles severed by the aisle.*

*Accordingly to 3.2.5.4 of BC Building Code, fire fighting access route is not required for either 9780 or 9800 site as any buildings on site is either no more than 3 storeys or no more than 600sm in building area. Even the fire fighting access route were required, 6.7m wide linear driveway is sufficient. (3.2.5.6.(1) (a) of BC Building Code - Access route width should not less than 6m.)*

*Although the existing 6.7meter driveway meets all requirements from Richmond Parking bylaw and BC Building Code considering the 27 vehicles it serves, we plan to add an addition 3 feet (1 meter) space to the west side of the existing driveway as per your request.*

All cost of the driveway, fence and landscaping changes for the 9780 new development, should be paid by 9780 developer.

*Agreed.*

The fence should not remove before all 9780 construction finished except the driveway.

*Agreed.*

9780 developer should also provide an easement for 9780 owner agree to share the cost driveway repair for the further.

*Agreed.*

By the easement, the length of easement from property north line for the 9780 Alberta Rd is only 38.5m.

*Agreed.*

2. Height:

All height of footing, roofing and building design at 9780 should not high than 9800 Alberta Rd for the flood and sun light block issue:

9800 roofing high: Building A (Forplex) roofing peak is 39.98'. Building B (duplex) roofing peak is 39.75' geodetic.

*The proposed roof ridge height for both buildings is 40.08' geodetic which is only 1 to 2 inches higher than the buildings on 9800 site. As such a minor height difference is within the construction tolerance, we feel we have addressed your concerns on sunlight blockage issue properly.*

9800 main floor elevation high: all building is 2.20m geodetic.

*The finished floor grade for ground floor will be established later when the design is further developed. However the max height (roof ridge) of the new buildings are controlled as mentioned in the item above.*

9800 storey high: all building storey height is 8' plus 2x10 structures.

*It is the intention to use the similar construction method in 9780 development.*

3. Garbage:

The garbage bin should far away to the 9800.

*Agreed. Detailed location will be determined later when the design is further developed.*

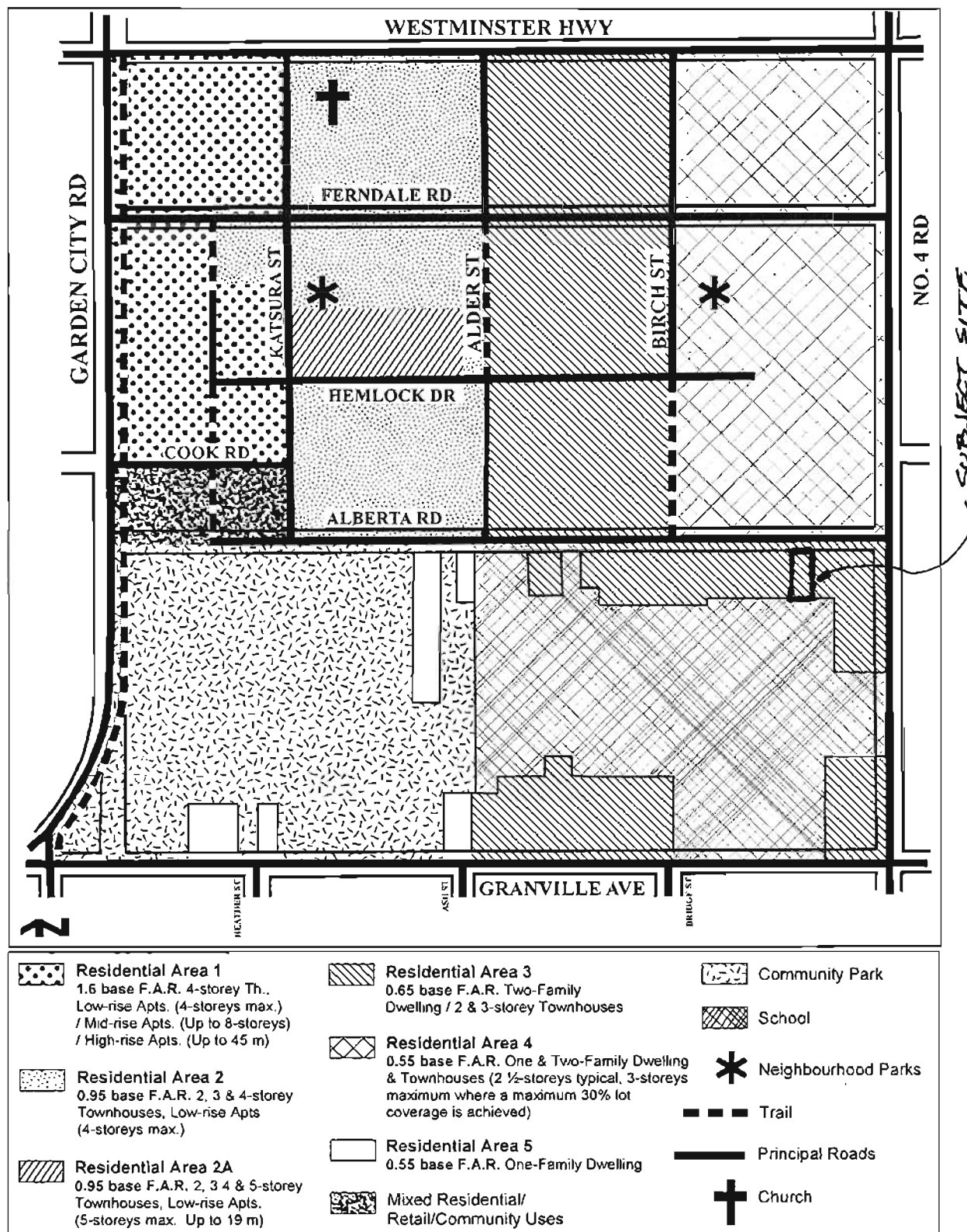
Thanks,

9800 Alberta Rd, Richmond

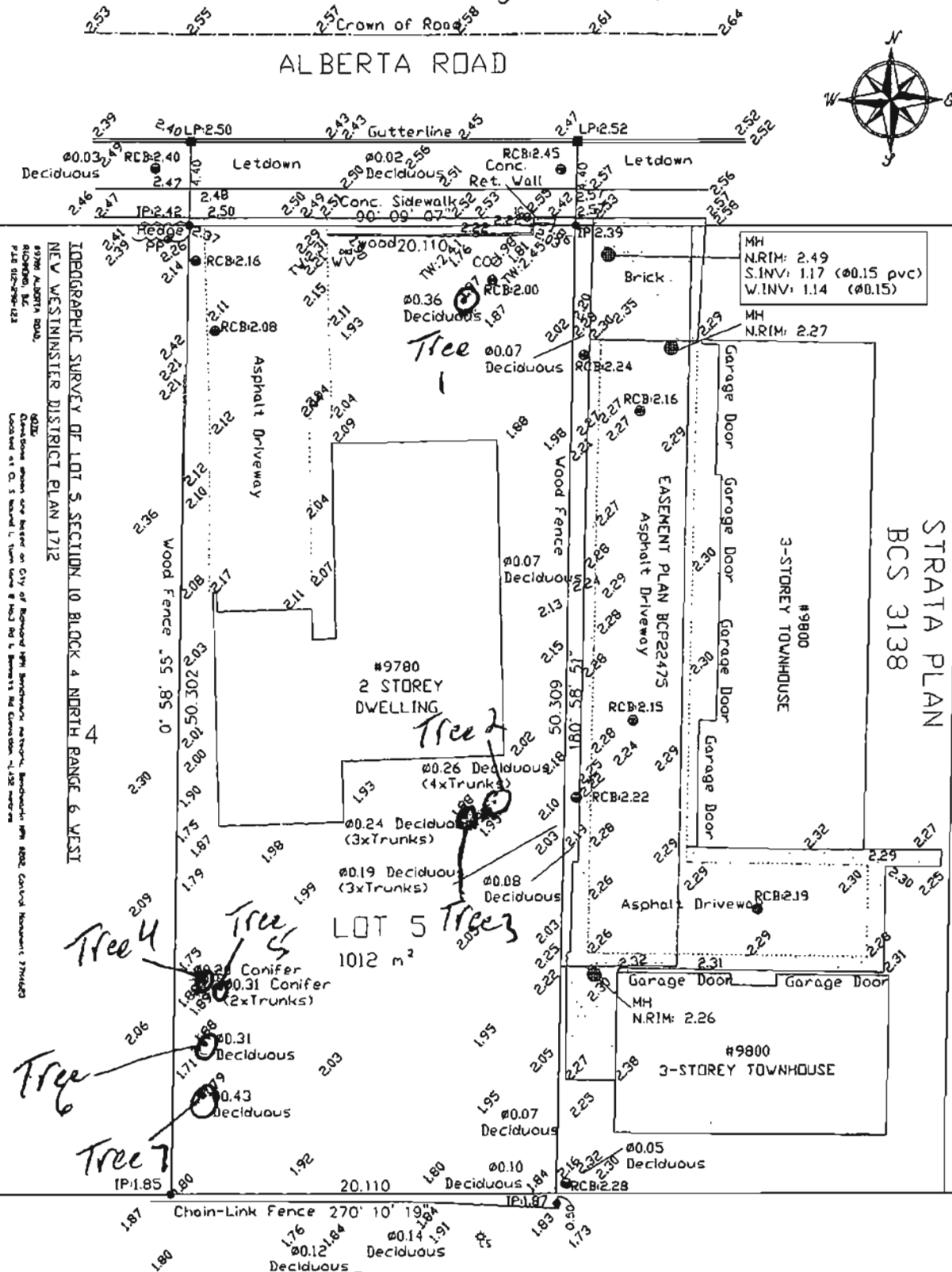
Fred Zhu

City of Richmond

# Land Use Map

 Bylaw 8630  
2010/07/19


Feb. 1, 2011 Arb. ist Report by Woodpe Tree Services Ltd.



ALL TREES IDENTIFIED ARE TO BE REMOVED

PLN 52

IMPERIA ARCHITECTS

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**Conditional Zoning Requirements  
9780 Alberta Road  
RZ 11-566870**

**Prior to final adoption of Zoning Amendment Bylaw 8812, the developer is required to complete the following:**

1. Registration of an aircraft noise sensitive use covenant on title.
2. Registration of an aircraft noise indemnity covenant on title.
3. Registration of a flood indemnity covenant on title.
4. Contribution of \$1,000.00 per dwelling unit (e.g. \$6,000.00) in-lieu of on-site indoor amenity space to go towards development of indoor public amenity space as determined by the Parks and Recreation Department.
5. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$14,162.00) to the City's affordable housing fund.
6. The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development. Included with the standard submission, the drawings should provide information specific to:
  - a) Submit a revised site plan to illustrate all existing trees (20cm calliper or greater) and noted if they are to be retained or removed.
  - b) Manoeuvrability of larger vehicles (SU-9) within the site.
  - c) Submit an Acoustical Report outlining noise mitigation measures to be taken to the building design to lessen the impact of aircraft noise as well as provide thermal conditions in accordance with ASHRAE 55-2004.

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

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

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

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.

3. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

**Note:**

\* This requires a separate application.

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

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

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

---

Signed

---

Date



**Richmond Zoning and Development Bylaw 8500  
Amendment Bylaw 8812 (RZ 11-566870)  
9780 Alberta Road**

The Council of the City of Richmond enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning and Development Bylaw 8500, is amended by repealing the existing zoning designation of the following areas and by designating it **"Town Housing (ZT60) – North McLennan (City Centre)"**.

P.I.D. 012-298-123

Lot 5 Section 10 Block 4 North Range 6 West New Westminster District Plan 1712

2. This Bylaw is cited as **"Richmond Zoning and Development Bylaw 8500, Amendment Bylaw 8812"**.

FIRST READING

SECOND READING

THIRD READING

PUBLIC HEARING

OTHER REQUIREMENTS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED for content by originating dept.
<i>[Signature]</i>
APPROVED for legality by Solicitor
<i>[Signature]</i>

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER





**City of Richmond**  
Planning and Development Department

**Report to Committee**  
**Fast Track Application**

**To:** Planning Committee  
**From:** Brian J. Jackson, MCIP  
Director of Development  
**Date:** January 31, 2012  
**File:** RZ 11-594451  
**Re:** Application by Yaseen Grewal, Balbir Randhawa and Sarbjit Randhawa for  
Rezoning at 10180/10200 Finlayson Drive from Two-Unit Dwellings (RD1) to  
Single Detached (RS2/B)

**Staff Recommendation**

That Bylaw No. 8863, for the rezoning of 10180/10200 Finlayson Drive from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)", be introduced and given first reading.

Brian J. Jackson, MCIP  
Director of Development

ES:blg  
Att.

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

## Staff Report

Item	Details	
Applicant	Yaseen Grewal, Balbir Randhawa & Sarbjit Randhawa	
Location	10180/10200 Finlayson Drive ( <b>Attachment 1</b> )	
Development Data Sheet	See <b>Attachment 2</b>	
Zoning	Existing: Two-Unit Dwellings (RD1)	
	Proposed: Single Detached (RS2/B)	
OCP Designation	Official Community Plan (OCP) Generalized Land Use Map designation – “Neighbourhood Residential”.	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Area Plan Designation	Bridgeport Area Plan Land Use Map – “Residential (Single-Family)”.	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Lot Size Policy	Lot Size Policy 5448 (adopted by Council in 1991) – permits subdivision of properties in accordance with the provisions of “Single Detached (RS2/B)” ( <b>Attachment 3</b> ).	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Other Designations	Aircraft Noise Sensitive Development Policy Area 2 - permits new single-family development that is supported by an existing Lot Size Policy. As a condition of rezoning, the applicant is required to register a restrictive covenant on Title to address aircraft noise mitigation and public awareness.	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Affordable Housing Strategy Response	The applicant proposes to provide a legal secondary suite on one (1) of the two (2) future lots at the subject site.	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Surrounding Development	North: a park and school zoned “School & Institutional Use (SI)”.	
	South: facing Finlayson Court, is a single detached dwelling zoned “Single Detached (RS1/D)”.	
	East: a duplex zoned “Single Detached (RS1/B)”.	
	West: is a single detached dwelling zoned “Single Detached (RS1/D)”.	
Rezoning Considerations	See <b>Attachment 5</b>	

**Staff Comments****Trees & Landscaping**

A Certified Arborist's Report was submitted by the applicant, which identifies tree species, assesses the condition of trees, and provides recommendations on tree retention and removal relative to the development proposal. The Report identifies and assesses:

- One (1) bylaw-sized tree shared between the subject property and the neighbouring property to the west (10160 Finalyson Drive);
- Two (2) bylaw-sized trees on the neighbouring property to the west (10160 Finlayson Drive); and
- Two (2) bylaw-sized trees on City-owned property.

The City's Tree Preservation Coordinator reviewed the Arborist's Report and conducted a Visual Tree Assessment. The City's Tree Preservation Coordinator concurs with the Arborist's recommendation to:

- Remove and replace the bylaw-sized tree on the west property line (Tree #3) due to its poor condition and conflict with the future building envelope as well as the two (2) trees (Trees #4 & #5) on the neighbouring property to the west as their critical root zones will be impacted by the proposed development. Permission from the neighbour for removal of these trees has been obtained (on file).
- Remove and replace the two (2) bylaw-sized trees on City property (Trees #1 and #2). However, the applicant has opted to retain and protect these trees. Further investigation into the possibility of retaining these trees will be investigated at subdivision stage when driveway locations are determined.

The final Tree Retention Plan is included in **Attachment 4**.

Based on the 2:1 replacement ratio goal in the OCP, and the size requirements for replacement trees in the City's Tree Protection Bylaw, a total of six (6) replacement trees are required (**Attachment 5**).

To ensure the new trees are planted and maintained, the applicant is required to submit a landscaping security in the amount of \$3,000 (\$500/tree) prior to final adoption of the rezoning bylaw.

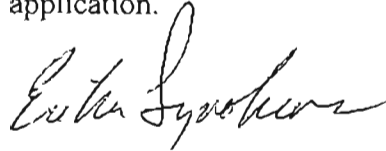
**Site Servicing & Subdivision**

There are no servicing concerns with rezoning.

At future Subdivision stage, the applicant will be required to pay cash-in-lieu for future road improvements and Servicing Costs. Note: DCC's (City & GVS & DD), School Site Acquisition Charge, and Address Assignment Fee are not applicable because of the existing duplex.

Conclusion

This rezoning application to permit subdivision of an existing large lot into two (2) smaller lots complies with all applicable land use designations and policies and is consistent with the direction of redevelopment currently on-going in the surrounding area. The applicant has agreed to the list of rezoning conditions included in **Attachment 5**. On this basis, staff support the application.



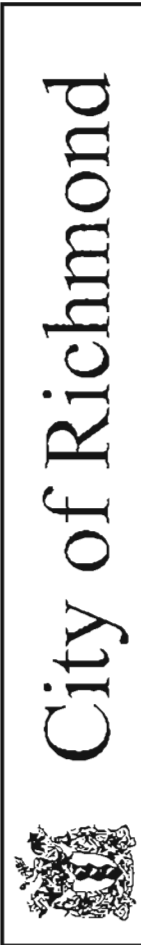
Erika Syvokas  
Planning Technician  
(4108)

ES: blg

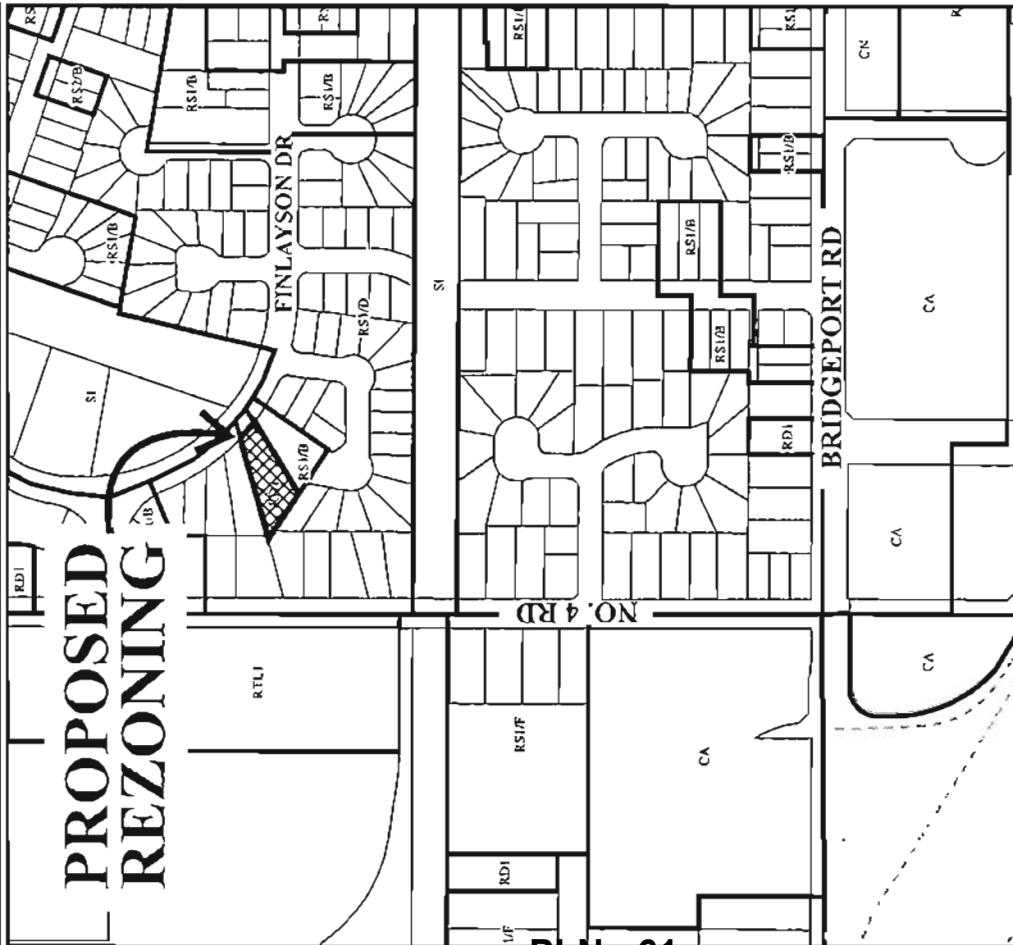
**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Development Application Data Sheet
- Attachment 3: Lot Size Policy 5448
- Attachment 4: Tree Retention Plan
- Attachment 5: Rezoning Considerations

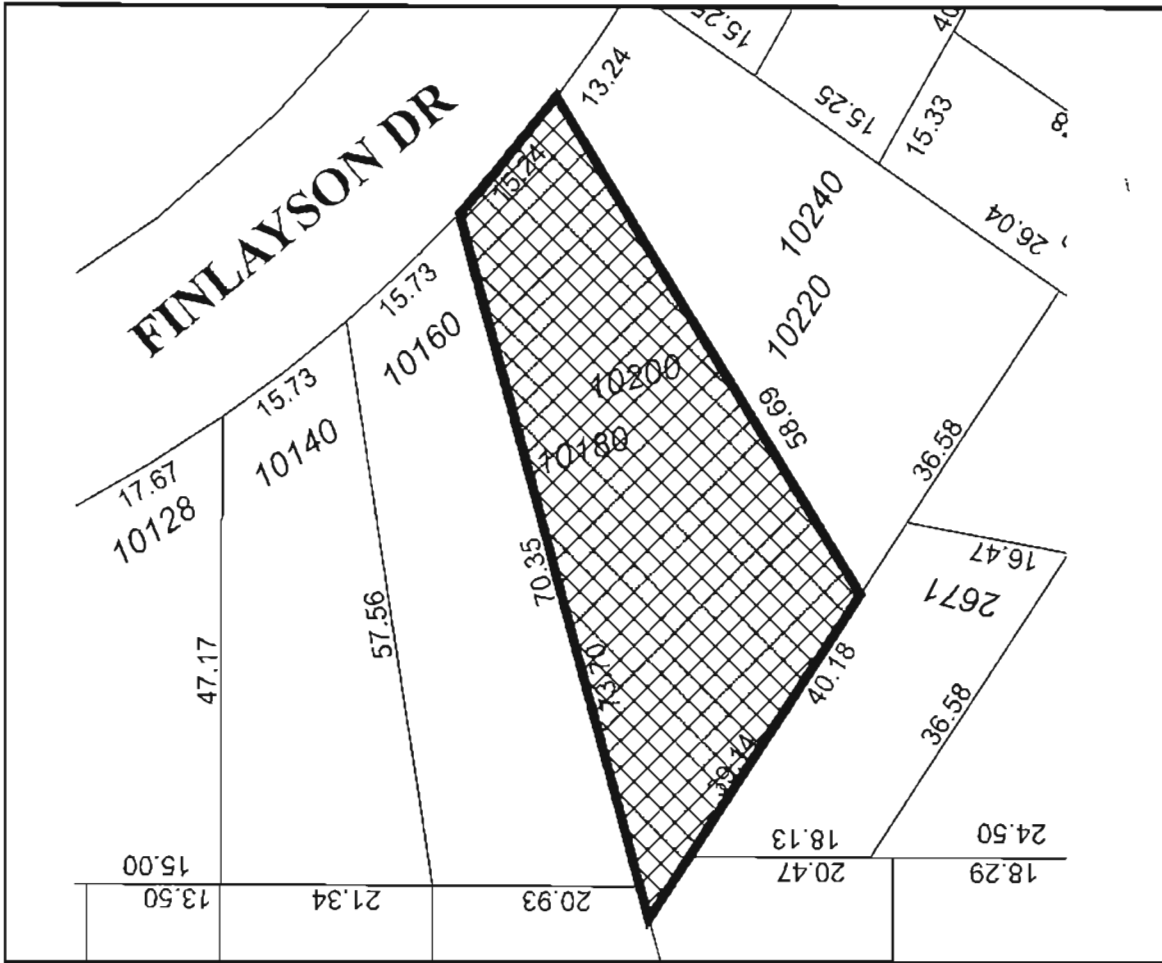




# PROPOSED REZONING



PLN - 61



RZ 11-594451

Original Date: 11/29/11

Revision Date:

Note: Dimensions are in METRES



RZ 11-594451

Original Date: 11/29/11

Amended Date:

Note: Dimensions are in METRES

PLN - 62



**RZ 11-594451**

**Attachment 2**

Address: 10180/10200 Finlayson Drive

Applicant: Yaseen Grewal, Balbir Randhawa & Sarbjit Randhawa

Date

Fast Track

Received: November 17, 2011

Compliance: January 31, 2012

	Existing	Proposed
Owner	Strata Lot 1 - Yaseen Grewal Strata Lot 2 - Balbir Randhawa & Sarbjit Randhawa	To be determined
Site Size (m <sup>2</sup> )	1,494.7 m <sup>2</sup> (16,089.3 ft <sup>2</sup> )	Lot A- 759.3 m <sup>2</sup> (8,173 ft <sup>2</sup> ) Lot B- 735.4 m <sup>2</sup> (7,916 ft <sup>2</sup> )
Land Uses	One (1) two-unit dwelling	Two (2) single detached dwellings
Zoning	Two-Unit Dwellings (RD1)	Single Detached (RS2/B)
Number of Units	Two (2)	Two (2)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building	Max. 45%	Max. 45%	none
Lot Coverage – Buildings, structures, and non-porous	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping	Min. 25%	Min. 25%	none
Setback – Front & Rear Yards (m)	Min. 6.0 m	6.0 m Min.	none
Setback – Side Yards (m)	Min. 1.2 m	Min. 1.2 m	none
Height (m)	2.5 storeys	2.5 storeys	none
Lot Size	360 m <sup>2</sup>	Lot A- 759.3 m <sup>2</sup> Lot B- 735.4 m <sup>2</sup>	none
Lot Width	Min. 12.0 m	Min. 13.6 m	none

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



# City of Richmond

# Policy Manual

Page 1 of 2

Adopted by Council: September 16, 1991

POLICY 5448

File Ref: 4045-00

SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 23-5-6

## POLICY 5448:

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

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

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

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

SUBJECT  
PROPERTY



Subdivision permitted as per R1/B except:

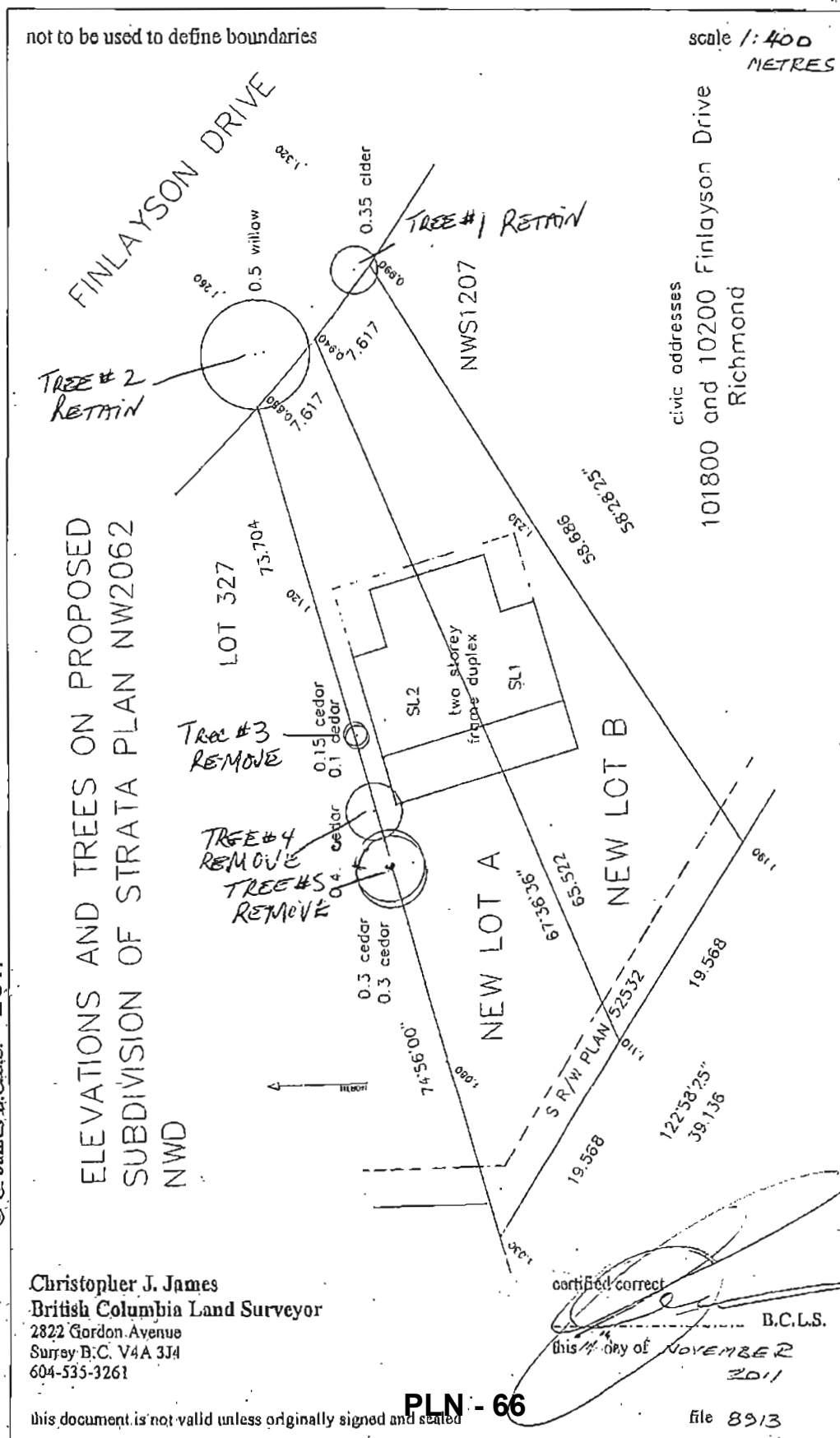
1. River Drive: **R1/C** unless there is a lane or internal road access, then **R1/B**.
2. Shell Road: **R1/D** unless there is a lane or internal road access, then **R1/B**.
3. No. 4 Road: **R1/C** unless there is a lane or internal road access then **R1/B**.
4. Bridgeport Road: **R1/D** unless there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



## POLICY 5448 SECTION 23, 5-6

Adopted Date: 09/16/91

Amended Date:





# City of Richmond

## Rezoning Considerations

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

**Address:** 10180/10200 Finlayson Drive

**File No.:** RZ 11-594451

**Prior to final adoption of Zoning Amendment Bylaw 8863, the developer is required to complete the following:**

1. Provincial Ministry of Transportation and Infrastructure approval.
2. Submission of a Landscaping Security in the amount of \$3,000 (\$500/tree) for the planting and maintenance of six (6) replacement trees with the following minimum calliper sizes/heights:

# Replacement Trees	Min. calliper of deciduous tree	or	Min. height of coniferous tree
4	9 cm		5 m
2	11 cm		6 m

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

**Note:** Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$7,327) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

4. Confirmation to the City that Strata Plan NW2062 has been cancelled.
5. Discharge covenants RD168029 that currently exist on Title, which restrict the use of the property to a duplex.
6. Registration of a flood indemnity covenant on Title.
7. Registration of an aircraft noise sensitive covenant on Title.



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

- Install Tree Protection Fencing around Trees # 1 & #2 located on City-owned property. Tree protection fencing must be installed to City standard prior to demolition of the existing dwelling on-site and must remain in place until construction and landscaping on the future lots is completed.

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

- Pay cash-in-lieu for future road improvements and servicing costs.
- Confirm location of driveways for each new lot in order to determine potential for retention of Trees #1 & #2 located on City owned property. If trees cannot be retained, compensation in the amount of \$1,300 is required.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act. All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.  
The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

[Signed original on file]

---

Signed

---

Date





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 8863 (RZ 11-594451)  
10180/10200 FINLAYSON DRIVE**

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

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

P.I.D. 002-277-760

Strata Lot 1 Section 23 Block 5 North Range 6 West New Westminster District Strata Plan NW2062 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

P.I.D. 002-277-778

Strata Lot 2 Section 23 Block 5 North Range 6 West New Westminster District Strata Plan NW2062 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 8863"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

MINISTRY OF TRANSPORTATION AND  
INFRASTRUCTURE APPROVAL

OTHER DEVELOPMENT REQUIREMENTS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 





**City of Richmond**  
Planning and Development Department

**Report to Committee**

**To:** Planning Committee **Date:** January 31, 2012  
**From:** Brian J. Jackson, MCIP **File:** RZ 11-587257  
Director of Development  
**Re:** **Application by Harbinder Bahd for Rezoning at 8631 Francis Road from Single Detached (RS1/E) to Coach Houses (RCH)**

**Staff Recommendation**

That Bylaw No. 8866, for the rezoning of 8631 Francis Road from "Single Detached (RS1/E)" to "Coach Houses (RCH)", be introduced and given first reading.

Brian J. Jackson, MCIP  
Director of Development

ES:blg  
Att.

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

## Staff Report

### Origin

Harbinder Bahd has applied to the City of Richmond for permission to rezone 8631 Francis Road from “Single Detached (RS1/E)” to “Coach Houses (RCH)” to permit the property to be subdivided into two (2) lots, each with a principal dwelling and coach house above a garage, with vehicle access from a new rear lane (**Attachment 1**).

### Findings of Fact

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

### Surrounding Development

To the north: Facing Cooper Road and Robinson Place, single-family dwellings on large lots zoned “Single Detached (RS1/E)”;

To the east: Four (4) recently developed “Coach House (RCH)” lots;

To the south: Across Francis Road, single-family dwellings on large lots zoned “Single Detached (RS1/E)”;

To the west: Older single detached dwellings on large lots zoned “Single Detached (RS1/E)”.

### Related Policies & Studies

#### OCP Designation

The Official Community Plan’s (OCP) Generalized Land Use Map designation for this property is “Neighbourhood Residential”, and the Specific Land Use Map designation is “Low-Density Residential”. This redevelopment proposal is consistent with these designations.

#### Lane Establishment and Arterial Road Redevelopment Policies

The rezoning application complies with the City’s Lane Establishment and Arterial Road Redevelopment Policies which encourages single-family residential and coach house development on properties along arterial roads where access to a fully-operational municipal lane is available.

#### Lot Size Policy

The subject property is not located within a Lot Size Policy Area.

### Staff Comments

#### Trees & Landscaping

A Certified Arborist’s Report was submitted by the applicant, which identifies tree species, assesses the condition of trees, and provides recommendations on tree retention and removal relative to the development proposal. The Report identifies and assesses:

- Six (6) bylaw-sized trees located on the subject property; and
- One (1) bylaw-sized tree located on City-owned property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and conducted a Visual Tree Assessment (VTA). The City's Tree Preservation Coordinator concurs with the Arborist's recommendation to:

- Remove and replace two (2) bylaw-sized trees (Tree # 632 & 633) located on the subject property due to conflict with the proposed lane dedication.
- Remove and replace three (3) bylaw-sized trees (Tree #634, #635, & #636) located on the subject property which are in very poor condition due to previous topping.
- Retain and protect one (1) tree (Tree A) located on City-owned property which is in good condition. Tree protection fencing must be installed to City standards prior to demolition of the existing dwelling on-site and must remain in place until construction and landscaping on the future lots is completed.
- Relocate Tree #637 on site which falls within the middle of the proposed building envelope. As a result of the building envelope conflict, the tree's good condition and relatively small size, this tree should be relocated in the corner of one (1) of the proposed new front yards.

The final Tree Retention Plan is included in **Attachment 3**.

Prior to final adoption of the rezoning bylaw, the applicant is required to submit:

- A Contract with a Certified Arborist for supervision of the relocation of Tree #637 and any works to be conducted within the Tree Protection Zone of Tree A to be retained located on City-owned property. The Contract must include the proposed number of site monitoring inspections (including stages of development), and a provision for the Arborist to submit a post-construction impact assessment report to the City for review; and
- A Survival Security to the City in the amount of \$2,000 (to reflect the 2:1 replacement ratio at \$500/tree) to ensure that Tree # 637 and Tree A will be retained and protected. The City will release 90% of the security after construction and landscaping on the future lots are completed, inspections are approved, and an acceptable post-construction impact assessment report is received. The remaining 10% of the security would be released one year later subject to inspection.

Based on the 2:1 replacement ratio goal in the Official Community Plan (OCP), and the size requirements for replacement trees in the City's Tree Protection Bylaw, a total of 10 replacement trees are required to be planted and maintained on the future lots. Considering the limited space in the yards of the future lots, and the effort to retain and relocate Tree #637, staff recommend that only eight (8) trees be required with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
4	6 cm		3.5 m
2	8 cm		4 m
2	10 cm		5.5 m

As a condition of rezoning, the applicant must submit a Landscape Plan, prepared by a Registered Landscape Architect, for the two (2) future lots along with a Landscaping Security (100% of the cost estimate provided by the Landscape Architect, including installation costs) to ensure that the required replacement trees are planted and maintained on each lot, and that the front yard of the future lots will be enhanced.

#### Affordable Housing

The Richmond Affordable Housing Strategy requires a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total building area toward the Affordable Housing Reserve Fund for single-family rezoning applications.

This rezoning application to permit a subdivision to create two (2) lots, each with a principal single-family dwelling and accessory coach house above a garage, conforms to the Affordable Housing Strategy.

#### Flood Management

Registration of a Flood Indemnity Covenant on Title is required prior to final adoption of the rezoning bylaw.

#### Site Servicing & Vehicle Access

Prior to final adoption of the rezoning, the developer is required to do the following:

1. Dedicate 6 m of property along the entire north property line of the site for a proposed lane.
2. Enter into a Servicing Agreement for the design and construction of a lane extension, along the entire north property line of the site. A storm sewer extension is also required along the entire frontage on Francis Road. The lane is to include, but not limited to: storm sewer, sand/gravel base, roll curb and gutter, asphalt pavement, and lane lighting. Note: Design should also include water, storm and sanitary connections for both proposed lots.

Vehicular access to and from Francis Road is not permitted in accordance with Bylaw No. 7222. Access to the site at future development stage is to be from the new rear lane only.

#### Subdivision

At future subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fee. Note: Servicing costs to be determined via the Servicing Agreement.

#### **Analysis**

All the relevant technical issues can be addressed. The rezoning application also complies with the Lane Establishment and Arterial Road Redevelopment Policies, as it is a coach house development on an arterial road with vehicle access to and from the proposed rear lane.

**Conclusion**

The rezoning application is to permit subdivision of an existing large lot into two (2) smaller lots, each with a single detached dwelling and coach house above a garage, with vehicle access to a new rear lane. This development complies with all applicable land use designations and policies contained within the Official Community Plan (OCP).

The list of rezoning considerations is included as **Attachment 4**, which has been agreed to by the applicant (signed concurrence on file).

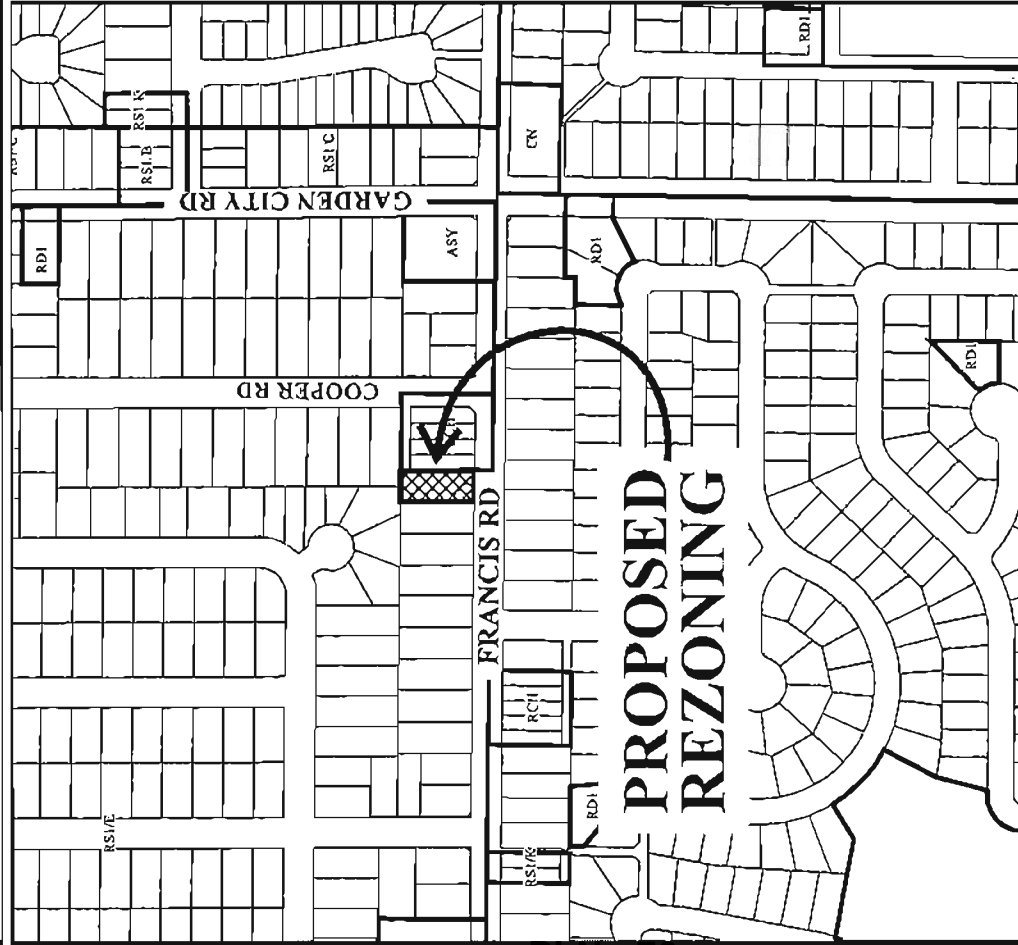
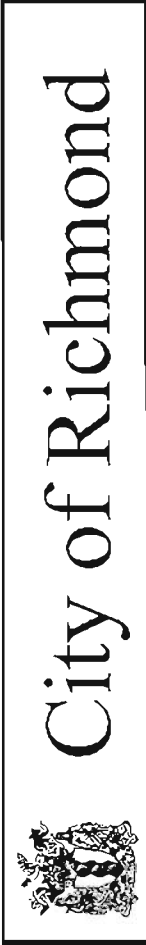
On this basis, staff recommend that the proposed development be approved.



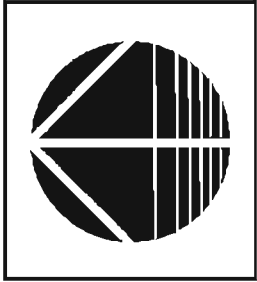
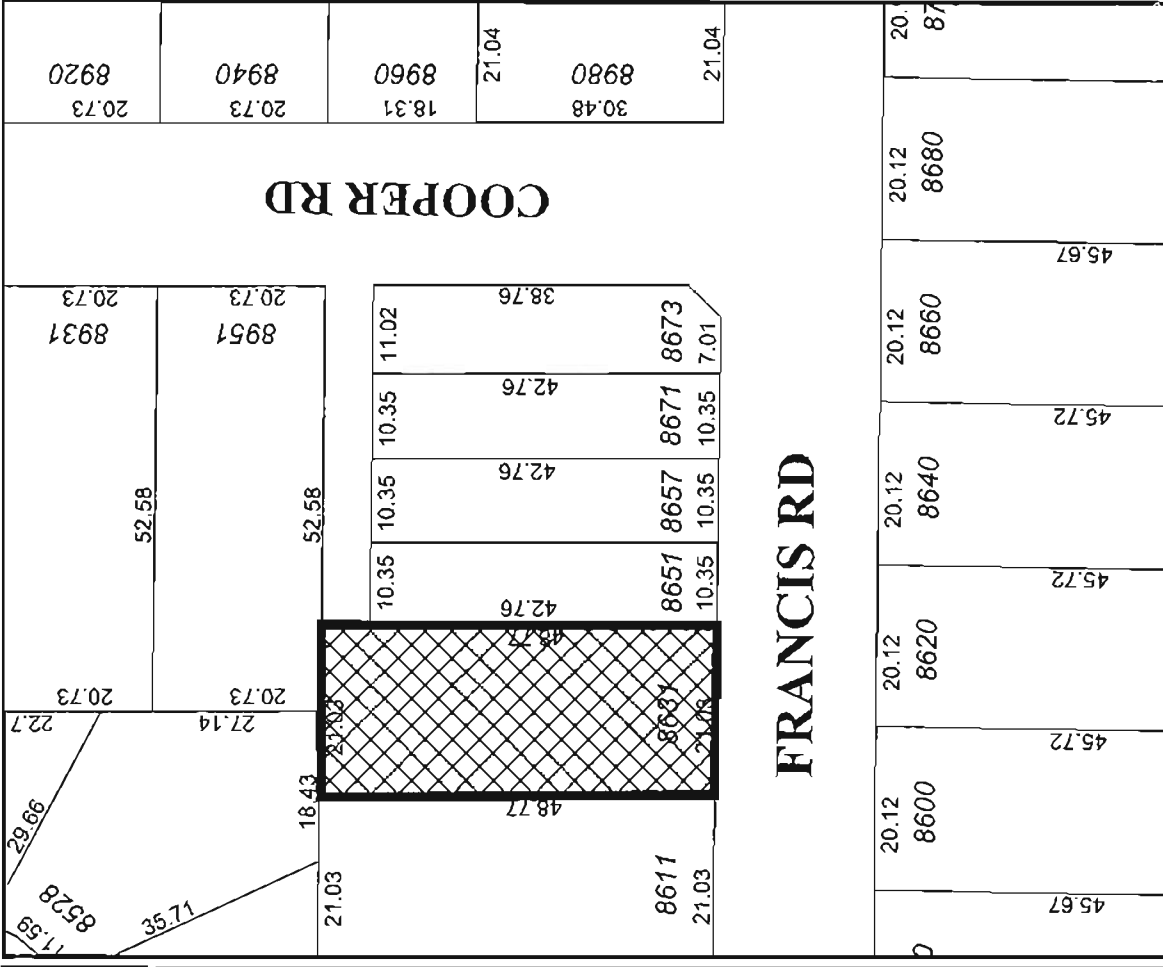
Erika Syvokas  
Planning Technician  
(604-276-4108)

ES:blg

- Attachment 1: Location Map
- Attachment 2: Development Application Data Sheet
- Attachment 3: Tree Retention Plan
- Attachment 4: Rezoning Considerations Concurrence



97 - PLN



**RZ 11-587257**

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





RZ 11-587257

PLN - 77

Original Date: 08/30/11

Amended Date:

Note: Dimensions are in METRES



## City of Richmond

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

## Development Application Data Sheet

**RZ 11-587257**

**Attachment 2**

Address: 8631 Francis Road

Applicant: Harbinder Bahd

Planning Area(s): Broadmoor

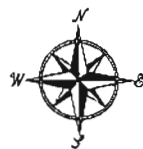
	Existing	Proposed
<b>Owner:</b>	Harbinder Singh Bahd Harjinder Bahd	To be determined
<b>Site Size (m<sup>2</sup>):</b>	900 m <sup>2</sup> (9,687.8 ft <sup>2</sup> )	Two (2) lots each 450 m <sup>2</sup> (4,843.9 ft <sup>2</sup> )
<b>Land Uses:</b>	One (1) single-family residential dwelling	Two (2) single-family residential dwelling with one (1) coach house per lot
<b>OCP Designation:</b>	Generalized Land Use Map – Neighbourhood Residential Specific Land Use Map – Low-Density Residential	No change
<b>Area Plan Designation:</b>	N/A	No change
<b>702 Policy Designation:</b>	N/A	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Coach House (RCH)
<b>Other Designations:</b>	Lane Establishment and Arterial Road Redevelopment Policies permit residential redevelopment along this arterial road.	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	Max. 0.60	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	270 m <sup>2</sup>	450 m <sup>2</sup>	none
Setback – Front & Rear Yards (m):	6 m Min.	6 m Min.	none
Setback – Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	2.5 storeys	2.5 storeys	none

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

## TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 10 SECTION 21 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 13867

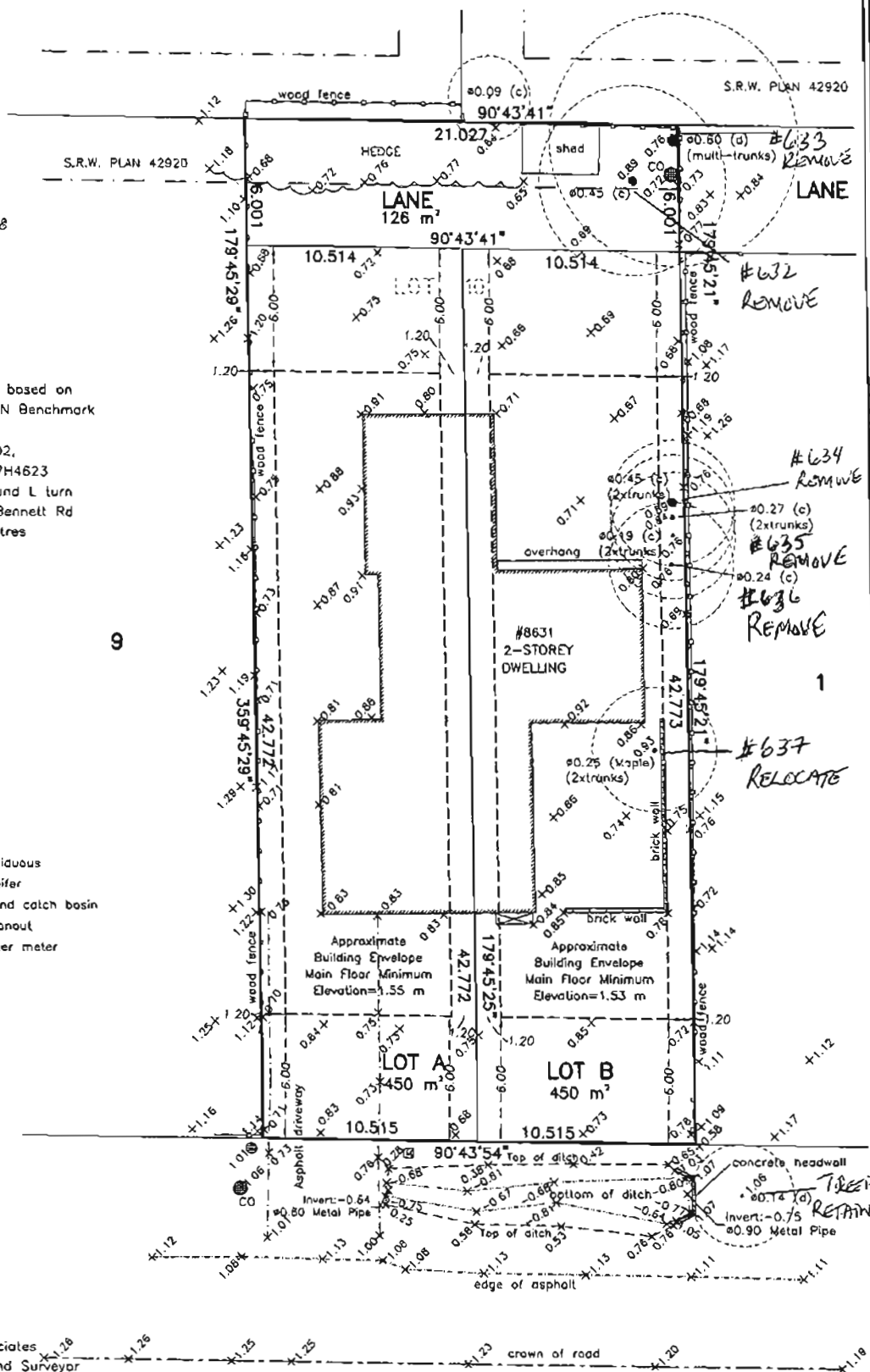
#8631 FRANCIS ROAD,  
RICHMOND, B.C.  
P.I.D. 007-213-913



**NOTE:**  
Elevations shown are based on  
City of Richmond HPN Benchmark  
network.  
Benchmark: HPN #202,  
Control Monument 77H4623  
Located at CL S bound L turn  
lane @ No.3 Rd & Bennett Rd  
Elevation = 1.452 metres

### LEGEND:

- (a) denotes deciduous
- (c) denotes conifer
- ⊙ denotes round catch basin
- CO denotes cleanout
- ⊠ denotes water meter



© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 4559  
FB-187 P64-66  
Drawn By: MY

FRANCIS ROAD

SCALE: 1:200

0 5 10 15  
ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

CERTIFIED CORRECT:  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

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

JULY 21st, 2011.

DWG No. 4559-TOP0

## Rezoning Considerations

**8631 Francis Road  
RZ 11-587257**

Prior to final adoption of Zoning Amendment Bylaw 8866, the developer is required to complete the following:

1. Registration of a 6 m lane dedication on Title along the entire north property line of the site for the proposed lane.
2. Enter into a Servicing Agreement\* for the design & construction of a lane extension, along the entire north property line of the site. A storm sewer extension is also required along the entire frontage on Francis Road. The lane is to include, but not limited to: Storm sewer, sand/gravel base, roll curb & gutter, asphalt pavement, and lane lighting. Note: Design should also include water, storm and sanitary connections for both proposed lots.
3. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
  - Comply with the guidelines of the OCP's Lane Establishment and Arterial Road Redevelopment Policies and should not include hedges along the front property line;
  - Include a mix of coniferous and deciduous trees; and
  - Include the required eight (8) replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
4	6 cm		3.5 m
2	8 cm		4 m
2	10 cm		5.5 m

4. Submission of a Contract with a Certified Arborist for supervision of the relocation of Tree #637 and any works to be conducted within the Tree Protection Zone of Tree A to be retained located on City-owned property. The Contract must include the proposed number of site monitoring inspections (including stages of development), and a provision for the Arborist to submit a post-construction impact assessment report to the City for review.
5. A Survival Security to the City in the amount of \$2,000 (to reflect the 2:1 replacement ratio at \$500/tree) to ensure that Tree # 637 and Tree A will be retained and protected. The City will release 90% of the security after construction and landscaping on the future lots are completed, inspections are approved, and an acceptable post-construction impact assessment report is received. The remaining 10% of the security would be released one year later subject to inspection.
6. Registration of a Flood Indemnity Covenant on Title.

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

- Install Tree Protection Fencing for Tree A located on City-owned property according to City standard.

At subdivision\* stage, the applicant will be required to:

- Pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fee. Note: Servicing costs to be determined via the Servicing Agreement.

**Note:**

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

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

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

[Signed original on file]

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Signed

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Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 8866 (RZ 11-587257)  
8631 FRANCIS ROAD**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **COACH HOUSES (RCH)**.

P.I.D. 007-213-913

Lot 10 Section 21 Block 4 North Range 6 West New Westminster District Plan 13867

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 8866”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER DEVELOPMENT REQUIREMENTS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



## City of Richmond

## Report to Committee

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**To:** Planning Committee **Date:** February 2, 2012  
**From:** Brian J. Jackson, MCIP **File:** RZ 11-581552  
Director of Development  
**Re:** KHALID HASAN has applied to the City of Richmond for permission to rezone 9500, 9520 and 9540 Granville Avenue from "Single Detached (RS1/F)" to "Medium Density Townhouses (RTM2)" in order to develop a 16 unit 2 Storey Townhouse development.

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### Staff Recommendation

That Bylaw No. 8868 for the rezoning of 9500, 9520 and 9540 Granville Avenue from "Single Detached, (RS1/F)" to "Medium Density Townhouses (RTM2)", be introduced and given first reading.

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

### FOR ORIGINATING DEPARTMENT USE ONLY

ROUTED TO:

CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

Affordable Housing ..... Y ☒ N ☐

## Staff Report

### Origin

Khalid Hasan has applied to rezone 9500, 9520 and 9540 Granville Avenue (**Attachment 1**) from “Single Detached, (RS1/F)” to a “Medium Density Townhouses (RTM2)” to permit the construction of 16 residential townhouse units (**Attachment 2**).

### Findings Of Fact

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

### Surrounding Development

To the North: Across Granville Avenue, at 9451 Granville Avenue, a 32 unit – 3 storey Townhouse complex zoned “Medium Density Townhouses (RTM1)”.

To the East: Single Detached bungalow at 9560 Granville Avenue zoned “Single Detached (RS1/F)”.

To the South: An 18 unit, 2 storey townhouse complex at 7060 Ash Street zoned “Town Housing (ZT16) – South McLennan and St. Albans Sub-Area (City Centre)”.

To the West: Across Ash Street, a 40 unit, 3 storey townhouse complex at 7051 Ash Street zoned “Town Housing (ZT50) – South McLennan (City Centre)”.

### Related Policies and Studies

#### Official Community Plan

OCP designation: City Centre Area, McLennan South Sub-Area Plan, Schedule 2.10D.

#### McLennan South Sub-Area Plan

- Residential, 2 ½ storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single Family. 0.55 base FAR (**Attachment 4**).

The applicant is proposing a density of 0.65 FAR, above the base density of 0.55 FAR as indicated in the OCP. To qualify for the additional density and to satisfy the requirements of the RTM2 zone, the applicant is providing frontage improvements to Granville Avenue, the retention of four (4) on-site trees, a voluntary contribution to the Affordable Housing Strategy reserve fund, the Public Art reserve fund, and a voluntary contribution toward improvements to a pedestrian crosswalk at the corner of Granville Avenue and Ash Street, benefiting pedestrians crossing Granville Avenue.

#### Floodplain Management Implementation Strategy

In accordance with the City’s Flood Management Strategy, the minimum allowable elevation for habitable space is 2.9 m GSC or 0.3 m above the highest crown of the adjacent road. A Flood Indemnity Covenant is to be registered on title prior to final adoption.



### OCP Aircraft Noise Sensitive Development (ANSD) Policy

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

### **Public Input**

A notice board is posted on the subject property to notify the public of the proposed development. A phone call from a resident on Granville Avenue expressed concern on the amount of traffic that is already occurring in the area, in particular during weekday morning drop-off and afternoon pick-up of children at Anderson Elementary School and A.R. McNeill Secondary School. The resident indicated that they would be forwarding a letter outlining their concerns, but none has ever been received. No further communication has been received to date. Should this application receive first reading, a public hearing will be scheduled.

Transportation has commented on the project stating the traffic generation is anticipated for a development proposal of this scale. The planned improvements to the existing crosswalk at the corner of Ash Street and Granville Avenue that will consist of a pedestrian crossing indicator, will improve pedestrian movement in the area by making the crossing safer.

### **Staff Comments**

#### Transportation and Site Access

- Vehicular access to and from the site is off Ash Street.
- Off-street parking for the proposal is provided in each unit by two-car garages at grade with all garages providing side-by-side parking configurations. Visitor parking is supplied by four (4) visitor stalls scattered around the site, including one stall for handicapped parking. The number of stalls meet the requirements of Zoning Bylaw 8500.
- With the exception of the units that have direct pedestrian access to Granville Avenue, pedestrian access to the site is shared with the vehicular access point and then follows the internal drive-aisle to the individual units. To add an additional safety feature to pedestrians using the site, staff have asked the applicant to consider using methods to give a better sense of territory for pedestrians who use the site.
- An existing pedestrian crosswalk at the corner of Granville Avenue and Ash Street is due to be upgraded to improve the movement of pedestrians crossing Granville Avenue. As this site would benefit from this improvement, the applicant is making a voluntary contribution of \$10,000.00 toward this upgrade.
- To support the possible development of future townhouses to the east, a legal agreement is to be registered on the subject property to secure access along the internal driveway for the benefit of 9560, 9580 and 9584 Granville Avenue, or any consolidation thereof.
- A four (4) meter by four (4) meter triangular corner cut is to be dedicated for the purpose of road development.

#### Proposed Site Assembly

The applicant has done a good job to secure these three sites that meet the minimum site area requirements in accordance with policy.

With access to Ash Street, this 16 unit townhouse proposal is arranged in two and three unit clusters at the periphery of the site, with the internal drive aisle bisecting the units down the middle. The units fronting Granville Avenue provide direct pedestrian access to the street.

### Trees

An Arborist Report and site survey (**Attachment 5**) was submitted to assess the existing trees on the site for possible retention of existing trees.

A detailed site review was conducted by City staff which identified that of the eleven (11) trees on-site, seven (7) are in poor condition and/or located within the development area and will need to be removed. Of the remaining, four (4) are listed in moderate to good health and are good candidates for retention.

There are two (2) trees on city property that were identified as having an impact on the site. One (1) is in good condition to be protected and retained while the other has been approved by City staff for its removal due to its poor condition. As compensation of this tree, the applicant is contributing \$1,300.00 towards the City's Tree Compensation fund.

A summary of the submitted arborist report and staff review is outlined in the following table:

**Tree Summary Table**

Item	Number of Trees	Tree Compensation Rate	Tree Compensation Required	Comments
Total On Site Trees	11	-	-	-
To be removed due to poor health	7	2:1	14	To be removed, due to conflicts with proposed building locations, flood bylaw requirements and poor health or structure of the trees.
Trees for retention	4	-	-	Applicant to incorporate them into the landscape plan as part of the DP.
Trees located on City property	2	2:1	see comments	One tree is to be protected and retained while the other can be removed. A \$1,300 compensation for this removal is being provided by the applicant.
Trees for relocation within the site	0	-	-	-

Of the 7 trees that are to be removed, they would need to be replaced in accordance with the City's 2 for 1 replacement policy. A review of the new tree plantings will be conducted at the Development Permit stage where it will be determined if the number of trees proposed on the submitted landscape drawings meet the replacement requirements.

### Amenity Space

The outdoor amenity space is located in a highly visible location at the northwest corner of the site. The space is intended for a children's play area, along with benches for sitting but little detail is provided at this time. A more detailed review will be conducted at the Development Permit stage when landscaping drawings will be submitted with more detailed information. No indoor space is being proposed, but a voluntary cash-in-lieu contribution of \$16,000.00 will be paid prior to final adoption of this application.

## Analysis

### Proposed Zoning to Medium Density Townhouses (RTM2)

The proposed rezoning from RS1/F to RTM2 represents an increase to density. The submitted information is in conformance with the South McLennan Sub-Area Plan in its transformation from a predominately single-family neighbourhood toward a higher density neighbourhood through the development of apartment and townhouse buildings. No amendment is required to the OCP as the proposal meets the South McLennan Sub-Area Plan parameters as well as the designation of the Land Use Map ('Residential, 2 ½ storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single Family. 0.55 base FAR') (**Attachment 4**).

The proposed increase in density from a 0.55 FAR base to the proposed 0.65 FAR in RMT2 is supported through a voluntary contribution to the affordable housing reserve fund and the public art reserve fund, as well as frontage improvements to Granville Avenue and a voluntary contribution toward the upgrade to the existing pedestrian crosswalk at the corner of Granville Avenue and Ash Street, benefiting pedestrians crossing Granville Avenue.

### Design

The two-storey proposal meets the intent and requirements of the neighbourhood plan. More detail regarding the form and character of the proposal will follow during the Development Permit application process.

### Affordable Housing

The applicant will be making a voluntary cash contribution to the affordable housing reserve fund in accordance with the City's Affordable Housing Strategy.

With respect to townhouse developments, the strategy specifies that a voluntary cash contribution of two dollars (\$2.00) per buildable square foot will be welcomed to the affordable housing reserve fund. The total payable contribution in this 16 unit proposal would come to \$42,720.00.

### Public Art

In response to the City's commitment to the provision of Public Art, the developer is considering providing a piece of public art to the site. Another option is for the developer to provide a voluntary contribution at a rate of \$0.75 per buildable square foot based on the maximum floor area ratio (0.65 FAR). This amount comes to \$16,012.50 for the entire project and is payable prior to the adoption of the rezoning application. Should the applicant choose to proceed with the provision of a piece of public art, they will need to contact the City's Public Art Coordinator to initiate the process.

### Parking

The submitted proposal meets the number of off-street parking stalls in accordance with the Parking and Loading requirements of Zoning Bylaw 8500. A total of 36 stalls are being proposed with 32 proposed for residents and 4 visitor stalls. Bicycle parking is also being proposed to provide space for short and long term bicycle parking

### Utilities and Site Servicing

A site servicing review has been conducted by the applicant's Engineering consultant and reviewed by the City's Engineering Department. They agree with the consultant that existing infrastructure for storm and sewer is adequate for the proposed development and that no

infrastructure for storm and sewer is adequate for the proposed development and that no upgrades are necessary. A water analysis is not required but a fire flow calculations are to be submitted at the time of applying for a Building Permit.

#### Servicing Agreement

A Servicing agreement will be required to ensure frontage works along the front of Granville Avenue are done to City standards. Frontage works along the Ash Street front were completed during the development of the 18 unit townhouse development to the south that was approved in 2006. The agreement will also identify how the site will be serviced to accommodate the 16 townhouse units. It will also ensure that all servicing work will not interfere with a street tree on Granville Avenue that is to be retained.

#### Development Permit

A separate Development Permit application would be required with a specific landscaping plan to include the following:

1. Design of the outdoor amenity area, including the play area.
2. Overall appropriateness of the landscaping plan, including how the proposed grades will ensure the survival of the three on-site trees that are to be retained.
3. Manoeuvrability of larger vehicles (SU-9) within the site.
4. Form and Character of the townhouse units and how they address adjacent properties.

#### **Financial Impact**

None.

#### **Conclusion**

The proposed 16 unit townhouse rezoning meets the requirements of the OCP as well as the zoning requirements set out in the Medium Density Townhouses (RTM2) zone for the South McLennan neighbourhood plan. Staff contend that the design requirements meet the character of the neighbourhood and are confident the outstanding conditions will be met prior to final adoption. Staff recommends that rezoning application RZ 11-581552 proceed to first reading.



David Johnson  
Planner  
(604-276-4193)

DJ:cas

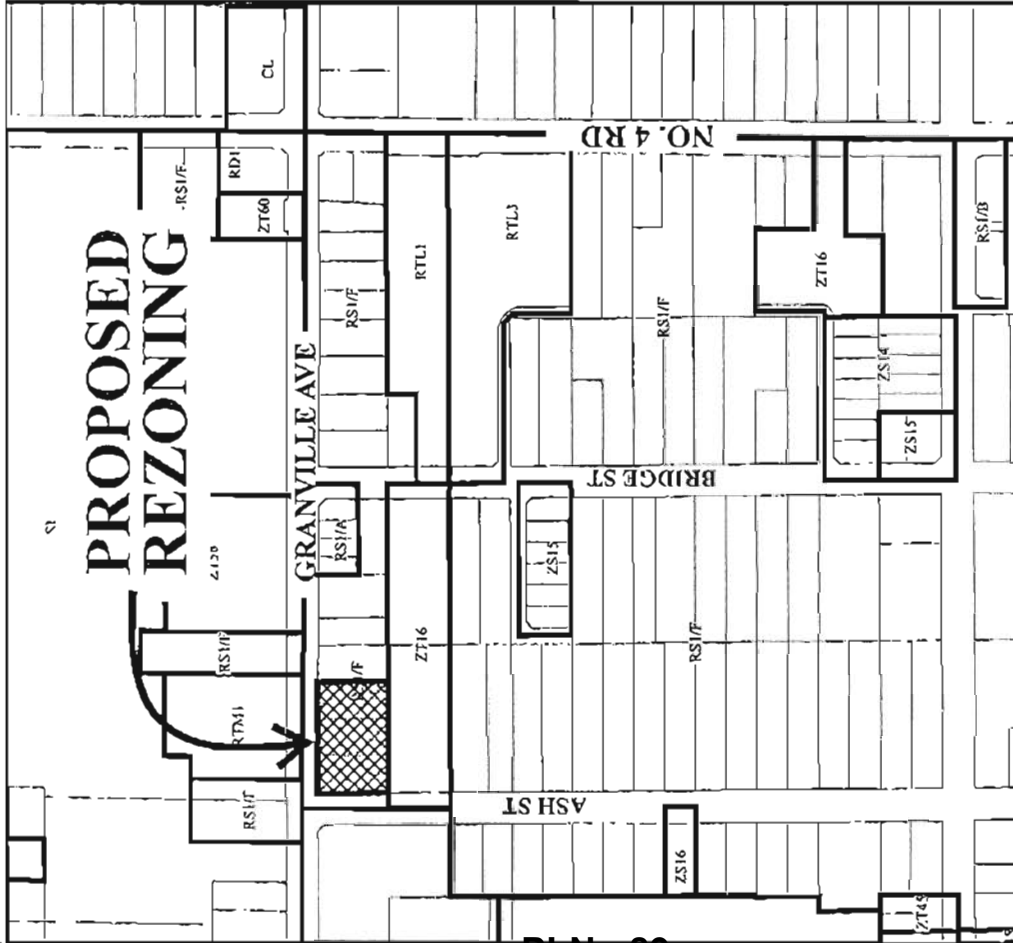
#### **List of Attachments**

Attachment 1	Location Map, Zoning Site Map, Site Context and Aerial View of the Site
Attachment 2	Site Plan and Preliminary Architectural Drawings
Attachment 3	Development Application Data Sheet
Attachment 4	McLennan South Sub-Area Land Use Map
Attachment 5	Arborist Report - Tree Survey Plan
Attachment 6	Conditional Rezoning Requirements



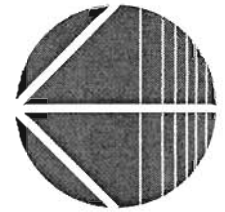
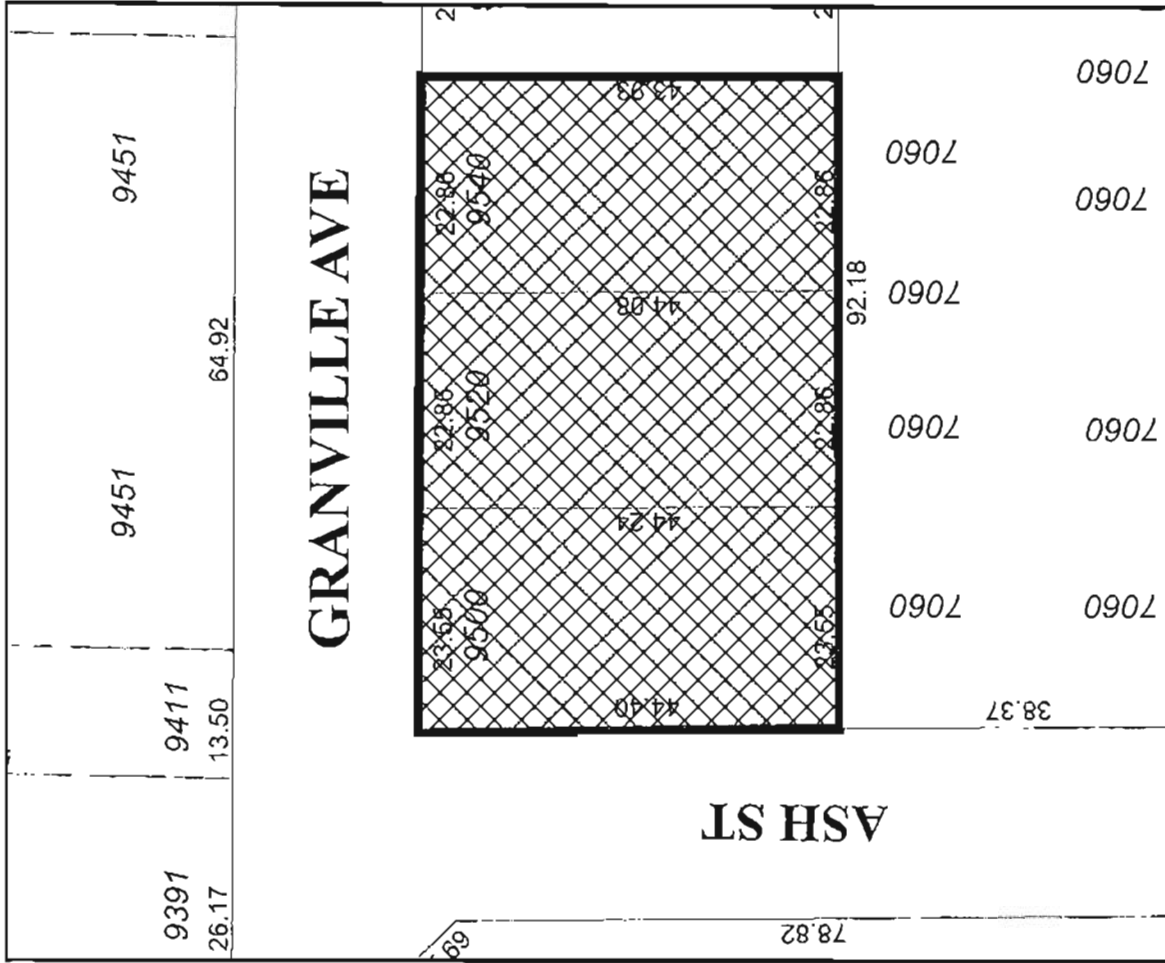
# City of Richmond

## PROPOSED REZONING



PLN - 89

ATTACHMENT 1



RZ 11-581552

Original Date: 06/15/11

Revision Date:

Note: Dimensions are in METRES



RZ 11-581552

PLN - 90

Original Date: 06/15/11

Amended Date:

Note: Dimensions are in METRES



# REZONING FOR PROPOSED TOWNHOUSE DEVELOPMENT AT 9500-9540 GRANVILLE AVENUE, RICHMOND, BC

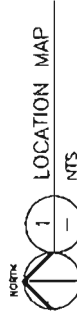
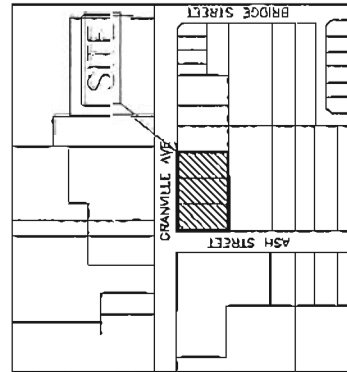
## DEVELOPMENT DATA

- (A) CIVIC ADDRESS: 9500-9540 GRANVILLE AVENUE, RICHMOND, BC  
 LOTS 1, 2 AND 3, ALL OF SECTION 15, BLOCK 4 NORTH RANGE 6 WCSI  
 NEW WESTMINSTER DISTRICT PLAN 14703  
 (C) LOT AREA: 3,053 SM (32,882 SF) (EXCLUDING ROAD DEDICATION)  
 CURRENT: RS1/F,  
 PROPOSED: SITE SPECIFIC TOWNHOUSE ZONING

CURRENT ZONING (UNDER RS1/F ZONING)	PROPOSED REZONING (SITE SPECIFIC TOWNHOUSE USE)	ACTUAL
--	--	--------

(E) FLOOR AREA RATIO	0.55 TO 454.5 SM 0.3 TO REST OF SITE AREA	0.65 TOTAL GROSS FLOOR AREA 0.65 X3,053 SM = 1984.45 SM (21,360 SF)	0.65 21,358 SF NET GROSS FLOOR AREA
(F) NUMBER OF UNIT:	1 PER LOT	16 UNITS	16 UNITS
(G) BUILDING COVERAGE:	MAX - 45%	MAX - 45%	44.8% (INCLUDING COVERED ENTRANCE PORCH, COVERED BACKYARD PATIO, COVERED ELECTRICAL ROOM AND ASH STREET ENTRANCE FEATURE)
(H) BUILDING HEIGHT:	MAX HEIGHT - 9M	MAX MAIN BUILDING HEIGHT - 11M	BUILDING HEIGHT - 9.3M (30'7")
(I) SETBACK:	FRONTYARD - 6M SIDEYARD - 2M REARYARD - 6M	FRONTYARD FACING GRANVILLE - 6M SIDEYARD FACING ASH STREET - 8M INTERNAL SIDEYARD - 3M REAR YARD - 3M	FRONTYARD FACING GRANVILLE - 6.10M (20'3") SIDEYARD FACING ASH - 6.10M (20') EAST SIDEYARD - 3.05M (10') REAR YARD - 3.50M (11'6")
(J) PARKING:	2 PER DWELLING UNIT	2 PER DWELLING UNITS X16 = 32 0.5 VISITOR PARKING / UNIT X16 = 4 TOTAL = 36 REQUIRED (50% PARKING CAN BE SMALL PARKING)	RESIDENTIAL PARKING: 16 REGULAR 16 SMALL VISITOR PARKING: 1 DISABLED 3 REGULAR

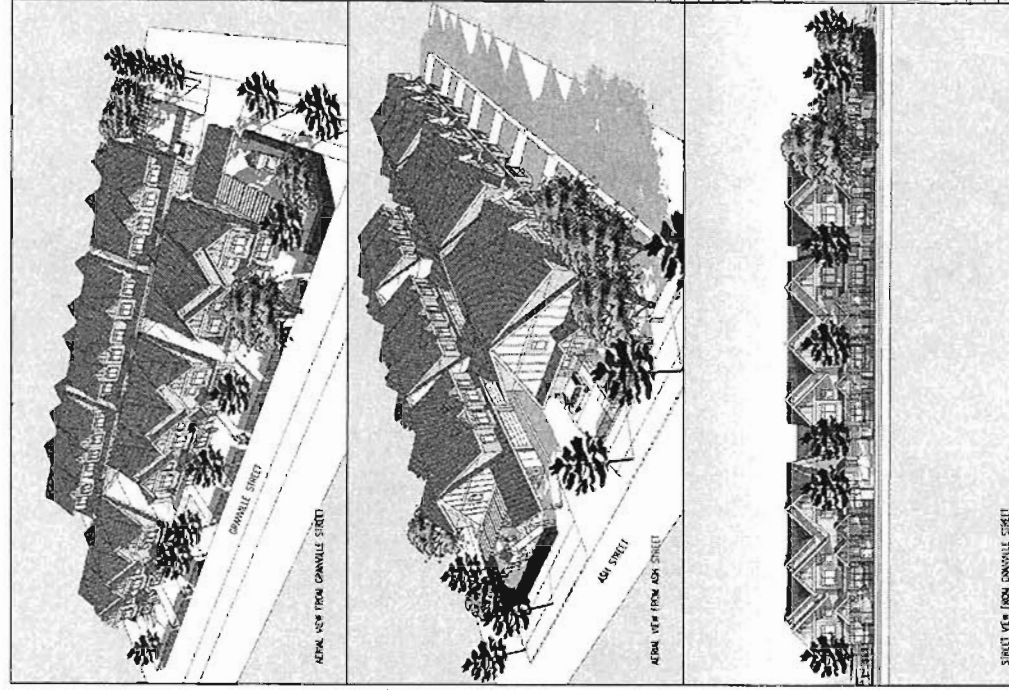
PLAN - 91



LOCATION MAP  
NTS

## DRAWING LIST

- A1 - DEVELOPMENT SUMMARY  
 A2 - SITE PLAN (1/1)  
 A3 - SITE PLAN (2/1)  
 A4 - UNIT PLANS  
 A5 - BUILDING ELEVATIONS



2 MASSING STUDY  
NTS

A1

04/07/22

ATTACHMENT 2

ERIC LAW  
ARCHITECT

PROJECT: 9500-9540 GRANVILLE AVENUE, RICHMOND, BC  
 DRAWN BY: EL  
 CHECKED BY: EL  
 FILE NAME: 11-10-2022-9500-9540

PROJECT: 9500-9540 GRANVILLE AVENUE, RICHMOND, BC  
 DRAWN BY: EL  
 CHECKED BY: EL  
 FILE NAME: 11-10-2022-9500-9540

PROJECT: 9500-9540 GRANVILLE AVENUE, RICHMOND, BC  
 DRAWN BY: EL  
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 FILE NAME: 11-10-2022-9500-9540

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 FILE NAME: 11-10-2022-9500-9540

PROJECT: 9500-9540 GRANVILLE AVENUE, RICHMOND, BC  
 DRAWN BY: EL  
 CHECKED BY: EL  
 FILE NAME: 11-10-2022-9500-9540





1. The first step is to identify the problem. In this case, the problem is that the system is not working properly.

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2	30-06-23 05:043 F04 RESPONSE 05/06/2023
3	30-06-23 05:043 F04 RESPONSE 05/06/2023

THE UNIVERSITY OF CHICAGO PRESS

**PROPOSED TOWNHOUSE  
9500-9540 GRANVILLE  
AVENUE RICHMOND BC**

SITE PLAN (2/F)

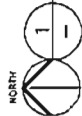
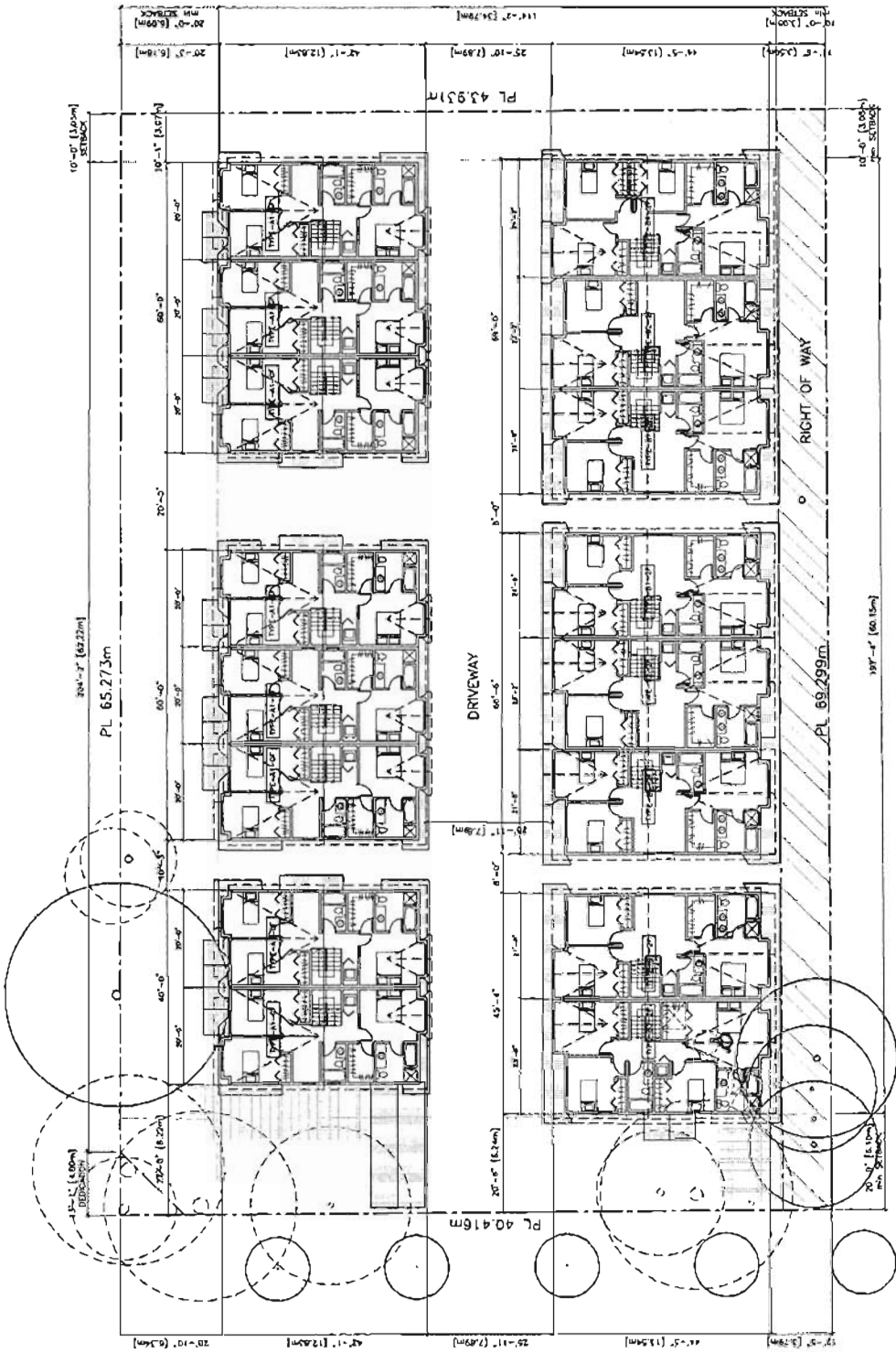
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DATE	2/2/12
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FILE NAME	01-10-10000-02 One

**A3**

RESZONY



GRANVILLE AVE



SITE PLAN 2/F  
3/32" TO 1'-0"



ASH STREET

Supplies (materials) used in process	10 000 000
Wages	15 000 000
Overhead	5 000 000
Total	30 000 000

...and the ...

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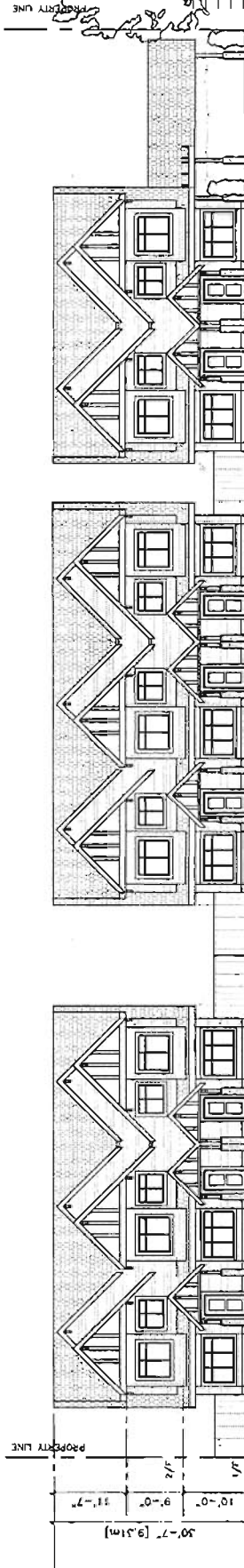
PROPOSED TOWNHOUSE  
8500-9540 GRANVILLE  
AVENUE RICHMOND BC

## ELEVATIONS

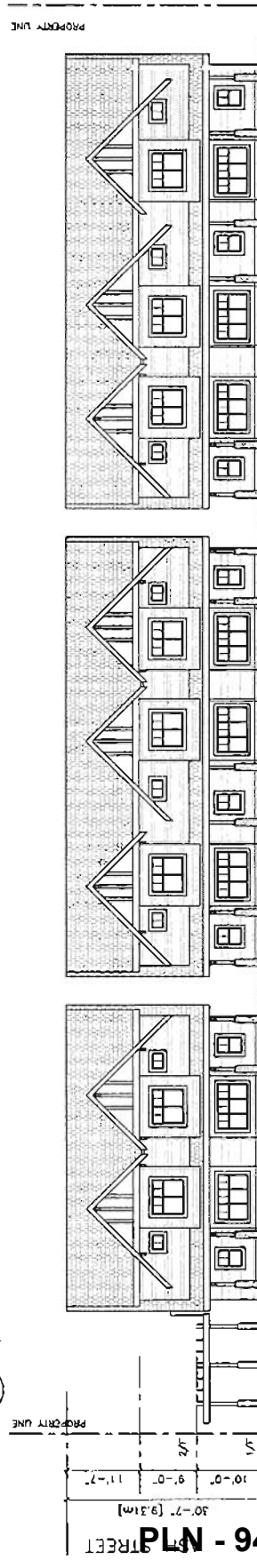
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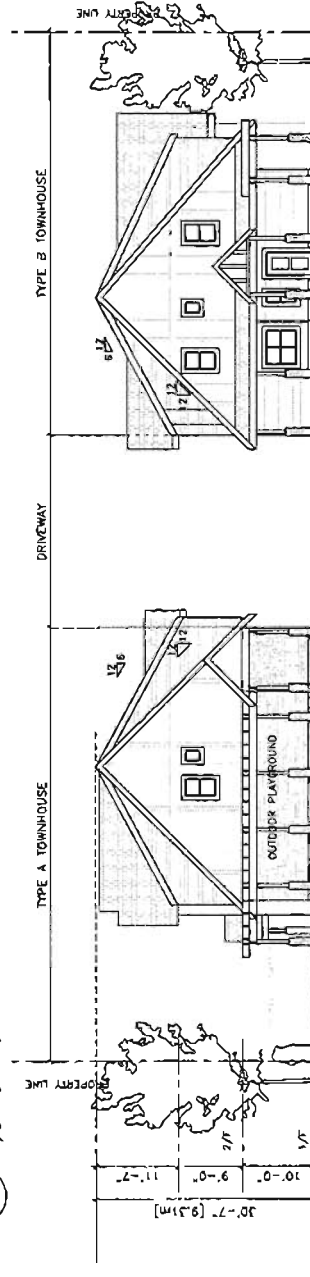
## REZONING



GRANVILLE AVE STREET ELEVATION



② SOUTH ELEVATION



3 ASH STREET ELEVATION

GRANVILLE AVENUE

**PLN - 94**



## City of Richmond

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

## Development Application Data Sheet

**RZ 09-483465**

Address: 9500, 9520, 9540 Granville Avenue

Applicant: Khalid Hasan

Planning

Area(s): City Centre – McLennan South Sub-Area (Schedule 2.10D)

	Existing	Proposed
<b>Civic Address:</b>	9500, 9520, 9540 Granville Avenue	To Be Determined
<b>Owner or Applicant:</b>	Khalid Hasan	No Change
<b>Site Size (m<sup>2</sup>):</b>	3,061.0m <sup>2</sup>	3,053.0m <sup>2</sup>
<b>Land Uses:</b>	Single-Family	Townhouse Residential
<b>OCP Area Plan Designation:</b>	Residential 2 ½ storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single Family. 0.55 base FAR	No Change
<b>Zoning:</b>	Residential Single Detached (RS1/F)	Medium Density Townhouses (RTM2)  Permits Townhouses at 0.65 F.A.R. with a contribution to the Affordable Housing reserve Fund
<b>Number of Units:</b>	1 Single-Family Dwelling per lot	16 Townhouse Units on a consolidated lot.

	Bylaw 8500 Requirements	Proposed	Variance
Density (FAR):	Site Area = 3,053.0m <sup>2</sup> (0.65) = 1,984.45m <sup>2</sup> Max.	1,984.3m <sup>2</sup> (0.65 FAR)	none permitted
Lot Coverage – Building:	40% Max.	44.1%	4.1% (125.1m <sup>2</sup> )
Lot Width (Granville Avenue):	30.0m	69.27m	none
Lot Depth (Ash Street):	35.0m	44.17m	none
Lot Area:	No requirements	3,053.0m <sup>2</sup>	none
Setback: Granville Avenue:	6.0m Min.	6.79m	none
Setback: Ash Street:	6.0m Min.	6.24m	none

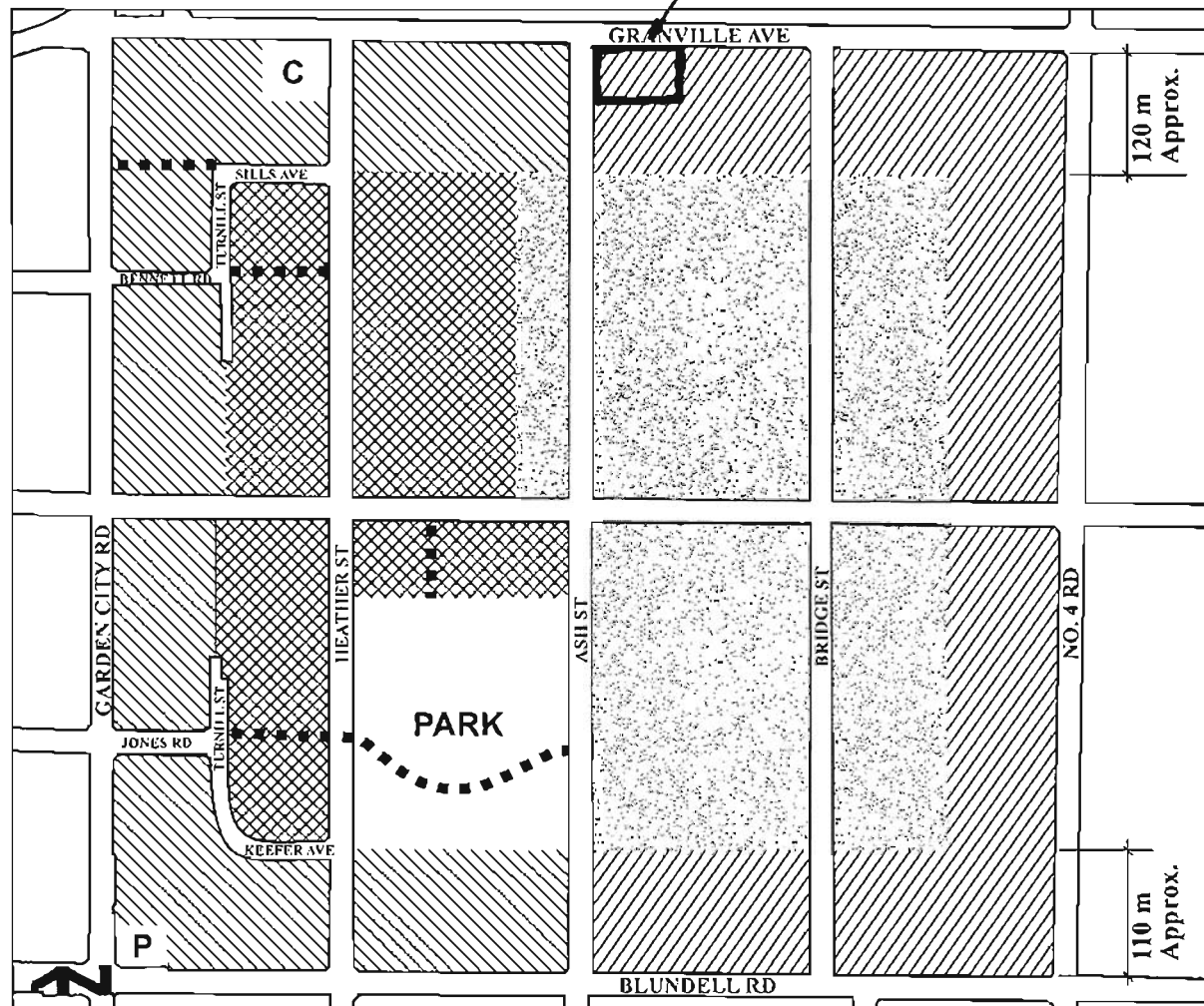
	<b>Bylaw 8500 Requirements</b>	<b>Proposed</b>	<b>Variance</b>
Setback (east)	3.0m Min.	3.05m	none
Setback (south)	3.0m Min.	3.36m	none
Height:	12.0m and no more than 3 stories maximum	9.3m and 2 stories	none
Minimum off-street Parking Requirements:	23 Resident <i>plus</i> 4 Visitor <b>27 spaces minimum</b>	32 Resident <i>plus</i> 4 Visitor <b>36 spaces</b>	none
Tandem Parking Spaces:	No tandem parking for townhouses	None	None
Amenity Space – Indoor:	70 m <sup>2</sup> or cash-in-lieu payment	Cash-in-lieu payment totalling <b>\$16,000.00</b>	none
Amenity Space – Outdoor:	6 m <sup>2</sup> minimum per unit x 16 units = 96.0m <sup>2</sup>	147.1m <sup>2</sup>	none

City of Richmond

# Land Use Map

 Bylaw 7892  
2005/04/18

SUBJECT SITE



Residential, Townhouse up to 3 storeys over 1 parking level, Triplex, Duplex, Single-Family 0.75 base F.A.R.

Residential, 2 ½ storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single-Family 0.60 base F.A.R.

Residential, 2 ½ storeys typical (3 storeys maximum), predominantly Triplex, Duplex, Single-Family 0.55 base F.A.R.

Residential, Historic Single-Family, 2 ½ storeys maximum 0.55 base F.A.R. Lot size along Bridge and Ash Streets:

- Large-sized lots (e.g. 18 m/59 ft. min. frontage and 550 m<sup>2</sup>/ 5,920 ft<sup>2</sup> min. area)

Elsewhere:

- Medium-sized lots (e.g. 11.3 m/ 37 ft. min. frontage and 320 m<sup>2</sup>/ 3,444 ft<sup>2</sup> min. area), with access from new roads and General Currie Road;

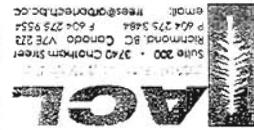
Provided that the corner lot shall be considered to front the shorter of its two boundaries regardless of the orientation of the dwelling.

■ ■ ■ ■ Trail/Walkway

**C** Church

**P** Neighbourhood Pub

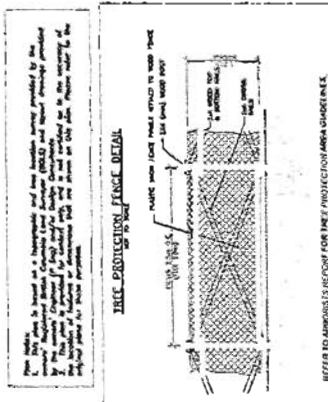
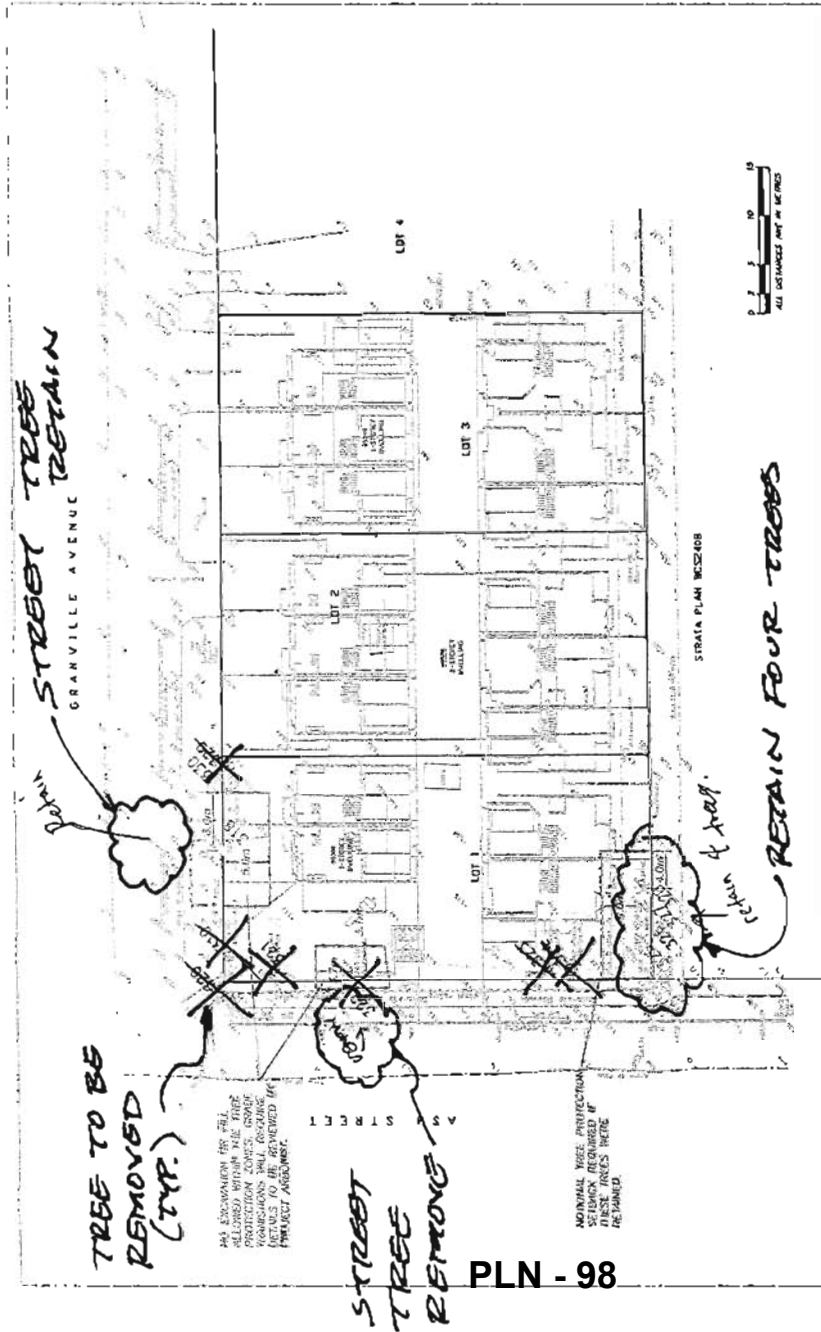
**Note:** Sills Avenue, Le Chow Street, Keefer Avenue, and Turnill Street are commonly referred to as the “ring road”.



TREE RETENTION DRAWING

Client:	KHALID HASSAN
Project:	PROPOSED TOWNHOUSE DEVELOPMENT
Address:	5500, 5520, 5540 GRANVILLE AVE, RICHMOND
Date:	2 JUNE 2017
Our File:	11122

Scale 1:500



LEGEND - TREE RETENTION

- ① denotes TREE NUMBER Refer to tree inventory for type, size and condition data.
- ② denotes STRATA PLAN tree to be REMOVED.
- ③ denotes STRATA PLAN tree to be RETAINED.
- ④ denotes STRATA PLAN tree to be REMOVED for mitigation of HAZI HAZI (CHIA).
- ⑤ denotes STRATA PLAN tree requiring RETENTION to meet for approval to REMOVE.
- ⑥ denotes TREE PROTECTION FENCE to be installed to tree retention area (TYP) 1000 mm.

**Conditional Zoning Requirements  
9500, 9520 and 9540 Granville Avenue  
RZ 11-581552**

Prior to adoption of Zoning Amendment Bylaw 8868, the developer is required to complete the following requirements to the satisfaction of the Director of Development.

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. City acceptance of the developer's offer to voluntarily contribute \$1,300.00 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
3. Registration of a flood indemnity covenant on title.
4. A 4 meter by 4 meter triangular corner cut land dedication for road at the corner of Granville Avenue and Ash Street.
5. Registration of a cross-access easement, statutory right-of-way, and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the internal drive-aisle in favour of 9560, 9580 and 9584 Granville Avenue or consolidation thereof.
6. City acceptance of the developer's offer to voluntarily contribute \$0.75 per buildable square foot (e.g. \$16,012.50) to the City's public art fund.
7. City acceptance of the developer's offer to voluntarily contribute \$10,000.00 towards the upgrade of the existing pedestrian crosswalk at the corner of Granville Avenue and Ash Street (account number 1051-40-000-00000-0000).
8. Contribution of \$1,000.00 per dwelling unit (e.g. \$16,000.00) in-lieu of on-site indoor amenity space to go towards development of indoor public amenity space as determined by the Parks and Recreation Department.
9. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$42,720.00) to the City's affordable housing fund.
10. The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development. Included with the standard submission, the drawings should provide information specific to:
  - a) Design of the outdoor amenity area, including the play area.
  - b) Overall appropriateness of the landscaping plan, including how the proposed grades will ensure the survival of the three on-site trees that are to be retained.
  - c) Manoeuvrability of larger vehicles (SU-9) within the site.
  - d) Form and Character of the townhouse units and how they address adjacent properties.
11. Enter into a Servicing Agreement\* for the design and construction of off-site improvements along the entire Granville Avenue frontage to the limits of the subject site, including improvements to the land dedicated to the triangular corner cut listed in condition 5. Works include, but may not be limited to:
  - a) Granville Avenue road widening to 11.2 meters curb to curb.
  - b) Curb and gutter along the south edge of road widening noted above.
  - c) A 3.3 meter wide grass and treed boulevard (Willow Oaks), complete with Type 3 decorative street lights 150 watt HP sodium without banner arms, flower pot holders or receptacles, powder coated black.
  - d) A 1.75 meter wide concrete sidewalk is to be placed 1.25 meters north of the property line, permitting room for the existing pole line.
  - e) All utilities servicing the site are to ensure they do not interfere with a street tree that is to be retained along Granville Avenue.

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

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

**Note:**

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

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

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

---

Signed

---

Date





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 8868 (RZ 11-581552)  
9500, 9520 AND 9540 GRANVILLE AVENUE**

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

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

P.I.D. 004-931-416

Lot 1 Section 15 Block 4 North Range 6 West New Westminster District Plan 14703

P.I.D. 007-857-039

Lot 2 Section 15 Block 4 North Range 6 West New Westminster District Plan 14703

P.I.D. 009-994-416

Lot 3 Section 15 Block 4 North Range 6 West New Westminster District Plan 14703

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 8868**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER







**City of Richmond**  
Planning and Development Department

**Report to Committee**  
**Fast Track Application**

**To:** Planning Committee

**Date:** January 27, 2012

**From:** Brian J. Jackson, MCIP  
Director of Development

**File:** RZ 11-577322

**Re:** Application by Pacific Coastal Homes Ltd. for Rezoning at 4771 Duncliff Road  
from Single Detached (RS1/E) to Single Detached (RS2/A)

**Staff Recommendation**

1. That Bylaw No. 8869, for the rezoning of 4771 Duncliff Road from "Single Detached (RS1/E)" to "Single Detached (RS2/A)", be introduced and given first reading.

Brian J. Jackson, MCIP  
Director of Development

EL:blg  
Att.

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

**Staff Report**

Item	Details	
Applicant	Pacific Coastal Homes Ltd.	
Location	4771 Duncliffe Road See <b>Attachment 1</b>	
Development Data Sheet	See <b>Attachment 2</b>	
Zoning	Existing: Single Detached (RS1/E)	
	Proposed: Single Detached (RS2/A) See <b>Attachment 3</b>	
OCP Designation	Generalized Land Use Map – Neighbourhood Residential	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Area Plan Designation	Steveston Area Plan (Schedule 2.4) – Single-Family	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Lot Size Policy	Lot Size Policy No. 5470 – permits rezoning and subdivision as per RS2/A See <b>Attachment 4</b>	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Other Designations	N/A	N/A
Affordable Housing Strategy Response	Cash Contribution	Complies Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Surrounding Development	North: Larger property recently rezoned to Single Detached (RS2/A) to facilitate a 2-lot subdivision (11900 Dunavon Place – RZ 10-546263/SD 11-584921)	
	South: Single Detached (RS1/A)	
	East: Single Detached (RS1/A)	
	West: Single Detached (RS1/A)	
Rezoning Considerations	See <b>Attachment 5</b>	

**Staff Comments**Tree Preservation

A Tree Survey and a Certified Arborist's report were submitted in support of the application; 15 trees were identified and assessed. The City's Tree Preservation Coordinator reviewed the Arborist's Report and concurs with the Arborist's recommendations to remove 10 bylaw-sized trees on site (**Attachment 6**). Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 20 replacement trees are required for the removal of 10 bylaw-sized trees on site.

Due to the configurations of the future lots and building footprints, it is expected that only eight (8) replacement trees can be planted on site (see Rezoning Consideration in **Attachment 5** for minimum calliper sizes). The applicant has agreed to provide a voluntary contribution of \$6,000 to the City's Tree Compensation Fund in-lieu of planting the remaining 12 replacement trees.

To ensure that the replacement trees are planted and maintained, the applicant is required to submit a Landscaping Security to the City in the amount of \$4,000 (\$500/tree) prior to final adoption of the rezoning bylaw.

Three (3) trees located on the neighbouring property to the north are identified to be retained and protected. Tree protection fencing is proposed on site (see Tree Retention Plan in **Attachment 7**).

Parks Operations staff have determined that a 9 m tall Katsura tree on the City boulevard in front of the subject site is to be protected. The edge of the proposed driveway must be set back 2.0 m from the protected tree. As a condition of rezoning, the applicant is required to submit a \$2,600 Tree Survival Security. The City will retain 50% of the security until final inspection of the Building Permits of the affected future lots are issued. The City will retain the remaining 50% of the security for an additional two years after the final inspection of the Building Permits to ensure that the protected tree has survived. In addition, a contract with a Certified Arborist to monitor all works to be done near or within the tree protection zone must be submitted prior to final adoption of the rezoning bylaw.

#### Site Servicing/Subdivision

No servicing concerns with rezoning.

At future Subdivision stage, the developer will be required to pay DCC's (City & GVS&DD), School Site Acquisition Charge, Address assignment Fee, and Servicing Costs.

The developer has been advised of the existing 3 m sanitary sewer right-of-way (ROW) along the entire west property line and that there is no encroachment available into this side yard utility ROW.

#### **Conclusion**

This rezoning application is to permit subdivision of an existing large lot into two (2) smaller lots. This rezoning application complies with all applicable land use designations and policies contained within the Official Community Plan (OCP). The applicant has agreed to the list of rezoning conditions included in **Attachment 5**. On this basis, staff recommends support of the application.



Edwin Lee  
Planning Technician – Design  
(604-276-4121)

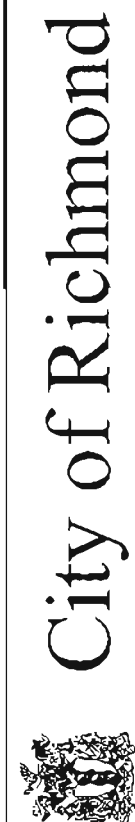
EL:blg

January 27, 2012

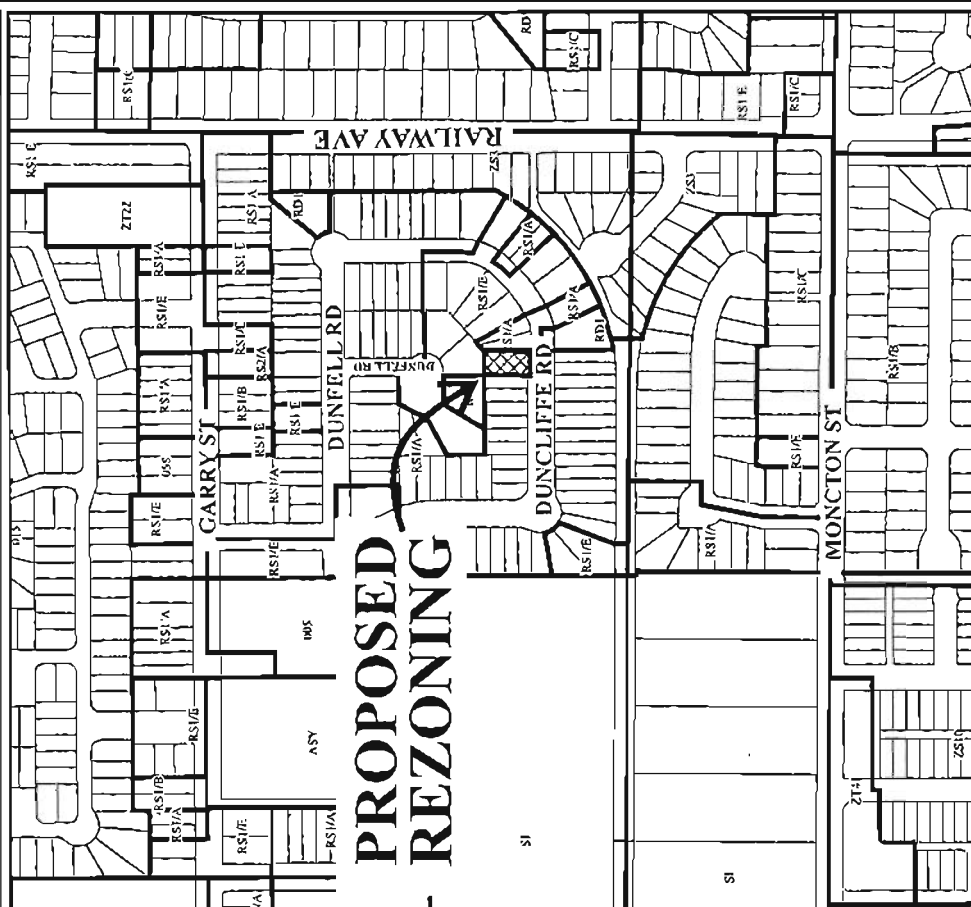
RZ 11-577322  
Fast Track Application

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Development Application Data Sheet
- Attachment 3: Proposed Subdivision Plan
- Attachment 4: Lot Size Policy No. 5470
- Attachment 5: Rezoning Considerations
- Attachment 6: Arborist Report Review
- Attachment 7: Tree Retention Plan



# PROPOSED REZONING

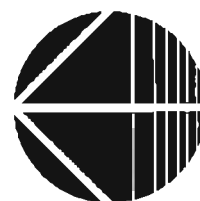
**PLN - 107**

RZ 11-577322

Original Date: 05/05/11

Revision Date:

**Note:** Dimensions are in METRES



**DUNCLIFFE RD**



RZ 11-577322

Original Date: 05/05/11

Revision Date:

Note: Dimensions are in METRES



**City of Richmond**

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

**Development Application  
Data Sheet  
Fast Track Application****RZ 11-577322****Attachment 2**

Address: 4771 Duncliff Road

Applicant: Pacific Coastal Homes Ltd.

Date Received: April 29, 2011

Fast Track Compliance: December 20, 2011

	Existing	Proposed
Owner:	0808034 BC Ltd.	To be determined
Site Size (m <sup>2</sup> ):	652 m <sup>2</sup> (7,018 ft <sup>2</sup> )	approximately 316 m <sup>2</sup> (3,401 ft <sup>2</sup> ) and 336 m <sup>2</sup> (3,617 ft <sup>2</sup> )
Land Uses:	One (1) single-family residential dwelling	Two (2) single-family residential dwellings
Zoning:	Single Detached (RS1/E)	Single Detached (RS2/A)
Number of Units:	One (1)	Two (2)

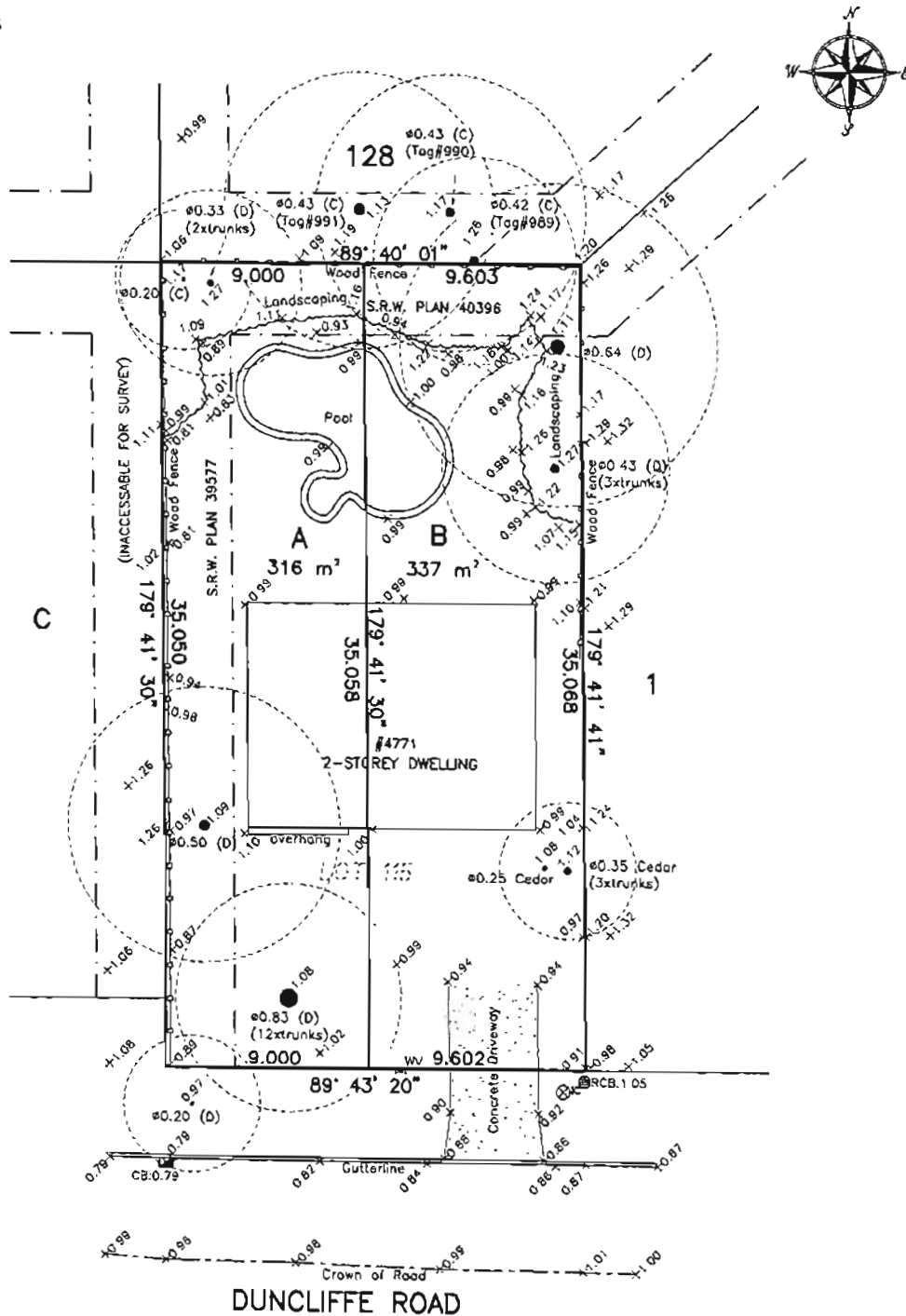
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Coverage – Buildings, structures, and non-porous	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping	Min. 20%	Min. 20%	none
Setback – Front & Rear Yards (m):	Min. 6 m	6 m Min.	none
Setback – Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	2.5 storeys	2.5 storeys	none
Lot Size:	Min. 270 m <sup>2</sup>	316 m <sup>2</sup> Min.	none
Lot Width:	Min. 9.0 m	9.0 m Min.	none

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

# TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 115 SECTION 2 BLOCK 3 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 40395

#4771 DUNCLIFFE ROAD,  
RICHMOND, B.C.  
P.I.D 004-053-885

Attachment 3



DUNCLIFFE ROAD

SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 4414  
FB-182 P13-16  
Drawn By: TH

## LEGEND:

- (D) denotes deciduous
- (C) denotes coniferous
- RCB denotes round catch basin
- CB denotes catch basin
- ⊗ denotes inspection chamber
- WV denotes water valve

## NOTE:

Elevations shown are based on City of  
Richmond HPN Benchmark network.  
Benchmark: HPN #205,  
Control Monument 77H4827  
Located at CL Railway Ave & Garry St  
Elevation: 1.044 metres

CERTIFIED CORRECT:  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

*[Signature]*  
JOHNSON C. TAM, B.C.L.S.

APRIL 12th, 2011

PLN - 110

DWG No. 4414-TOPO



# City of Richmond

# Policy Manual

Page 1 of 2

Adopted by Council: July 15, 2002

**POLICY 5470**

File Ref: 4045-00

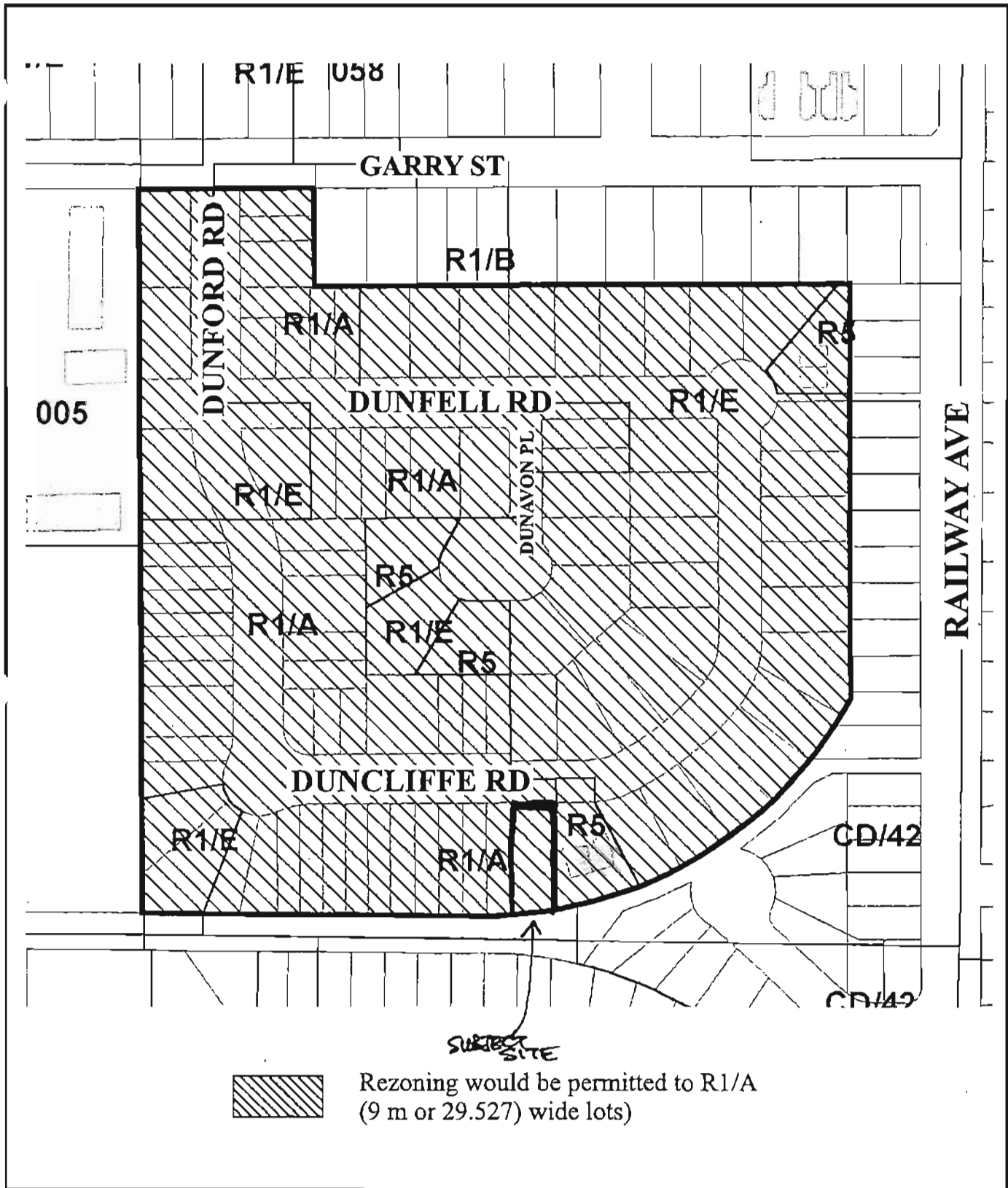
SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 2-3-7

## **POLICY 5470:**

The following policy establishes lot sizes for properties within the area located along **Dunfell Road, Dunford Road, Duncliffe Road, and Dunavon Place**, in a portion of Section 2-3-7:

That properties located along Dunfell Road, Dunford Road, Duncliffe Road, and Dunavon Place, in the south-east quadrant of Section 2-3-7, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area A (R1/A) zoning of the Zoning and Development Bylaw 5300.

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



# Policy 5470 Section 02, 3-7

Adopted Date: 07/15/02

Amended:

Note: Dimensions are in METRES

## Rezoning Considerations

**4771 Dunccliffe Road  
RZ 11-577322**

Prior to final adoption of Zoning Amendment Bylaw 8869, the developer is required to complete the following:

1. Registration of a flood indemnity covenant on Title.
2. The City's acceptance of the applicant's voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$3,860) to the City's Affordable Housing Reserve Fund.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the rezoning bylaw, the City will accept a proposal to build a secondary suite on one (1) of the two (2) future lots at the subject site. To ensure that a secondary suite is built to the satisfaction of the City in accordance with the Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title as a condition of rezoning, stating that no final Building Permit inspection will be granted until a secondary suite is constructed to the satisfaction of the City, in accordance with the BC Building Code and the City's Zoning Bylaw.

3. City acceptance of the developer's offer to voluntarily contribute \$6,000 to the City's Tree Compensation Fund for the planting of 12 replacement trees within the City.
4. Submission of a Landscaping Security to the City of Richmond in the amount of \$4,000 (\$500/tree) for the planting and maintenance include eight (8) replacement trees with the following minimum sizes:

No. of Replacement/ New Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Trees
2	10 cm		5.5 m
2	9 cm		5.0 m
2	8 cm		4.0 m
2	6 cm		3.5 m

Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw, the applicant will be required to obtain a Tree Permit, install tree protection around trees to be retained, and submit a landscape security (i.e. \$10,000) to ensure the replacement planting will be provided.

5. Submission of a Tree Survival Security to the City in the amount of \$2,600 for the Katsura trees on the boulevard along Dunccliffe Road. 50% of the security will be released at final inspection of the Building Permits of the affected future lots and 50% of the security will be release two (2) years after final inspection of the Building Permits in order to ensure that the tree has survived.

6. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained on site, on adjacent property to the north (11900 Dunavon Place) and on the City boulevard in front of the site. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.

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

1. Payment of Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.

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

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
2. 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.

**Note:**

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

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

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

[Signed original on file]

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Signed

---

Date

**Arborist report review – G. Jaggs****4771 Dunccliffe Road****RZ 11-577322****Dec 12, 2012****Att: Edwin Lee****cc: Steve Priest/Connor Sheridan**

Staff comments:

**Tree inventory Summary:**

11 trees located on site

1 tree located on City property

3 trees located on neighbouring property

**Staff commentary**

- 8 trees located on site, specifically, Tag# 77, 78, 79, 80, 81, 82, 84 and 85 are all in poor condition - either dead, dying (sparse canopy foliage), are infected with Fungal Blight or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. These trees should be removed and replaced.
- 1 tree (tag# 75) is a 45cm calliper Japanese Maple in excellent good condition, however this tree falls in the middle of the proposed driveway of one of the two 9m wide newly subdivided lots. In order to successfully retain this tree; a new front yard driveway would need to be located entirely on the adjacent sub-divided lot. Note: There is no lane access to this site. Remove and replace.
- 1 tree (Tag# 76) is a 50cm calliper Norway maple in fair condition; however, it has been heavily pruned due to its close proximity to the existing house. This tree will fall within the proposed building envelope. To successfully retain this tree, the new house would be required to be reduced in depth by 10m. Remove and replace.
- 1 tree (tag# 83) is 61cm calliper Cherry in fair condition and located in the northeast corner of the rear yard. This tree is identified to be retained and protected.
- 3 trees located on the neighbouring property to the north are identified to be retained and protected.
- 1 tree located on City property should be retained and protected in its current location.

**Note:** The proposed 6m wide driveway should be reduced down to a maximum of 4m to ensure a minimum of 2m of tree protection area between the street tree and the edge of the driveway.

**Summary**

10 trees (tag# 75, 76, 77, 78, 79, 80, 81, 82, 84 and 85) to be removed and replaced.

1 tree (tag# 83) to be retained and protected on site)

3 neighbouring trees to be protected as per Arborist report recommendation.

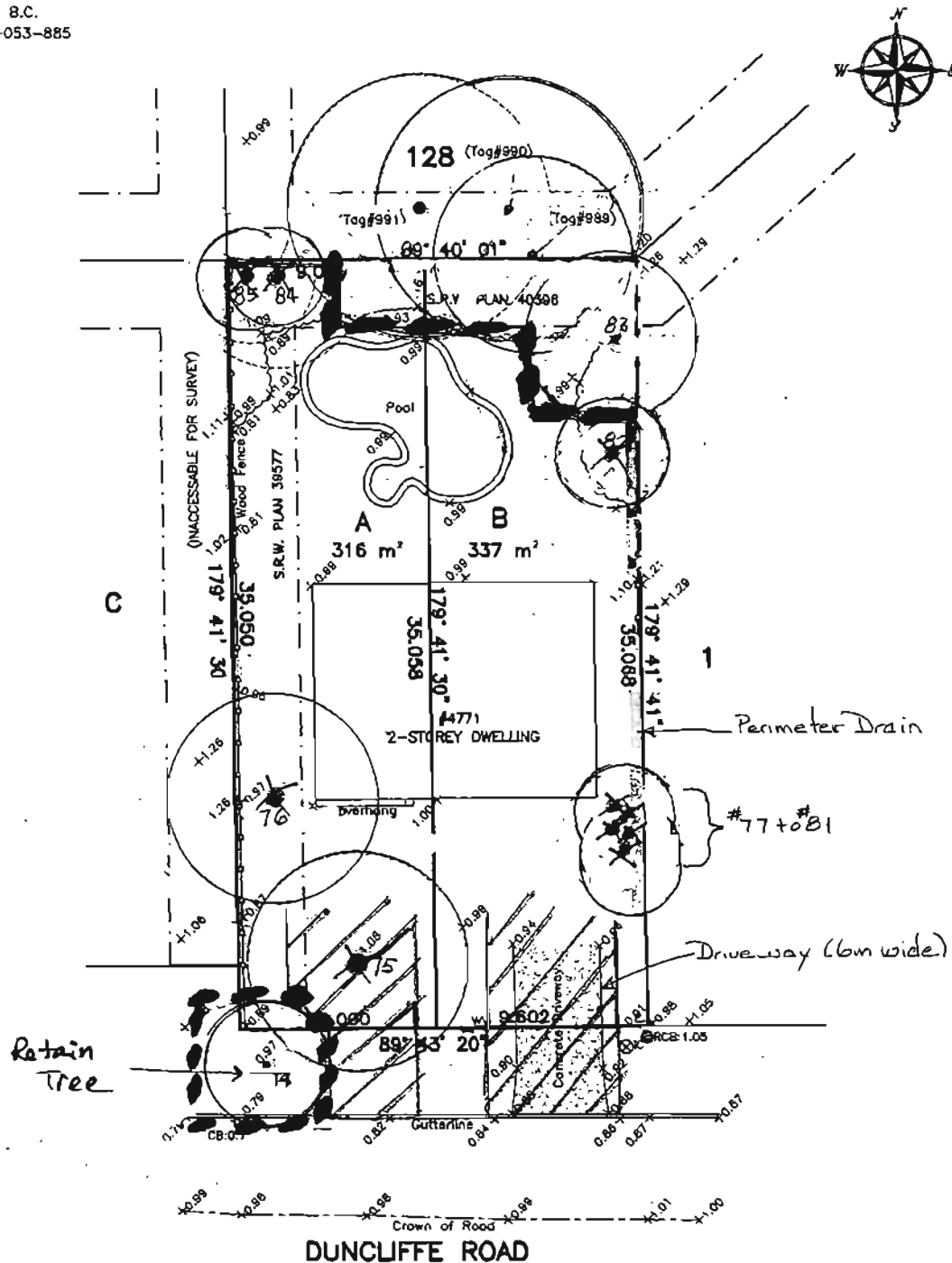
1 City tree to be retained and protected (minimum 2m tree protection zone from base of the tree to the edge of tree protection fence).

Replacement trees should be specified as 2:1 ratio as per the O.C.P.

# TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 115 SECTION 2 BLOCK 3 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 40395

#4771 DUNCLIFFE ROAD,  
RICHMOND, B.C.  
P.I.D 004-053-885

ATTACHMENT 7



**LEGEND**  
 Perimeter drain Remove tree   
 Tree Protection Barrier   
 Retain Tree 72

SCALE: 1:200

0 5 10 15

ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 4414  
FB-182 P13-16  
Drawn By: TH

**LEGEND:**  
 (D) denotes deciduous  
 (C) denotes coniferous  
 RCB denotes round catch basin  
 CB denotes catch basin  
 IC denotes inspection chamber  
 WV denotes water valve

**NOTE:**  
 Elevations shown are based on City of  
 Richmond HPN Benchmark network.  
 Benchmark HPN #205,  
 Control Monument 77H4827  
 Located at CL Railway Ave & Garry St  
 Elevation = 1.044 metres

**CERTIFIED CORRECT:**  
 LOT DIMENSION ACCORDING TO  
 FIELD SURVEY.

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

DWG No. 4414-TOPO

PLN - 116

APRIL 12th, 2011





**Richmond Zoning Bylaw 8500  
Amendment Bylaw 8869 (RZ 11-577322)  
4771 DUNCLIFFE ROAD**

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

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

P.I.D. 004-053-885

Lot 115 Section 2 Block 3 North Range 7 West New Westminster District Plan 40395

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 8869**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER





**City of Richmond**  
Planning and Development Department

**Report to Committee**

---

**To:** Planning Committee  
**From:** Brian J. Jackson, MCIP  
Director of Development  
**Date:** February 9, 2012  
**File:** TU 11-595782  
**Re:** **Application by Firework Productions Ltd. for a Temporary Commercial Use Permit at 8351 River Road and Duck Island (Lot 87 Section 21 Block 5 North Range 6 West Plan 34592) for 2012, 2013 and 2014**

---

**Staff Recommendation**

1. That the application of Firework Productions Ltd. for a Temporary Commercial Use Permit for property at 8351 River Road and Duck Island be considered at Public Hearing to be held on March 19, 2012 at 7:00 pm in the Council Chambers of Richmond City Hall, and that the following recommendation be forwarded to that meeting for consideration:

“That a Temporary Commercial Use Permit be issued to Firework Productions Ltd. for the property at 8351 River Road and Duck Island for the purposes of permitting an evening night market event between May 18, 2012 to October 8, 2012 (inclusive), May 17, 2013 to October 14, 2013 (inclusive) and May 16, 2014 to October 13, 2014 (inclusive) subject to the fulfillment of all terms, conditions and requirements outlined in the Temporary Commercial Use Permit and attached Schedules.”

2. That the Public Hearing notification area include all properties to the north of Bridgeport Road and west of Great Canadian Way as shown in **Attachment 4** to the staff report dated February 9, 2012 from the Director of Development.

Brian J. Jackson, MCIP  
Director of Development

BJJ:ke

Att.

**FOR ORIGINATING DEPARTMENT USE ONLY**

ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Business Licences	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Engineering	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Community Bylaws	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Fire Rescue	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
RCMP	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Building Approvals	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Transportation	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Environmental Sustainability	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

## Staff Report

### Origin

Firework Productions Ltd (Raymond Cheung) has applied to the City of Richmond for a Temporary Commercial Use Permit (TCUP) at 8351 River Road and Duck Island (Lot 87 Section 21 Block 5 North Range 6 West Plan 34592)(the “subject site”) for the purposes of operating a seasonal night market event during the specified periods for 2012, 2013 and 2014 (Please refer to **Attachment 1** for a location map).

A rezoning application (RZ 12-598104) has also recently been submitted that proposes a comprehensive development plan for the subject site. This site will remain generally in its current vacant state as processing of the rezoning occurs.

The event organizer (Raymond Cheung c/o Firework Productions Ltd.) has obtained authorization from the property owner to apply for a TCUP to operate a seasonal night market event on the subject site from 2012 to 2014 as an ‘interim’ use as it goes through the necessary development application processes.

### Event Dates and Hours of Operation

	Opening and Closing Dates	Days of Operation	Hours of Operation
<b>2012</b>	May 18 to October 8	<ul style="list-style-type: none"> <li>Friday, Saturday, Sunday and Statutory Holidays.</li> <li>68 operation days proposed.</li> </ul>	<ul style="list-style-type: none"> <li>May, June, September and October               <ul style="list-style-type: none"> <li>7pm-12am: Friday and Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> </ul> </li> <li>July and August (Peak Season)               <ul style="list-style-type: none"> <li>7pm-12am: Friday.</li> <li>7pm-1am: Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> </ul> </li> </ul>
<b>2013</b>	May 17 to October 14	<ul style="list-style-type: none"> <li>Friday, Saturday, Sunday and Statutory Holidays.</li> <li>71 operation days proposed.</li> </ul>	<ul style="list-style-type: none"> <li>May, June, September and October               <ul style="list-style-type: none"> <li>7pm-12am: Friday and Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> </ul> </li> <li>July and August (Peak Season)               <ul style="list-style-type: none"> <li>7pm-12am: Friday.</li> <li>7pm-1am: Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> </ul> </li> </ul>
<b>2014</b>	May 16 to October 13	<ul style="list-style-type: none"> <li>Friday, Saturday, Sunday and Statutory Holidays.</li> <li>June 30 (Monday preceding July 1 Canada Day).</li> <li>72 operation days proposed.</li> </ul>	<ul style="list-style-type: none"> <li>May, June, September and October               <ul style="list-style-type: none"> <li>7pm-12am: Friday and Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> <li>6pm-11pm: June 30.</li> </ul> </li> <li>July and August (Peak Season)               <ul style="list-style-type: none"> <li>7pm-12am: Friday.</li> <li>7pm-1am: Saturday.</li> <li>6pm-11pm: Sunday and Statutory Holidays.</li> </ul> </li> </ul>

### Subject Site Background

The site was previously owned by Lehigh Cement, which operated a cement manufacturing plant. Due to the operations of the industrial use and related storage of aggregate materials (gravel and sand), a majority of the site was either occupied by buildings/structures/equipment or

was utilized for storage of gravel and sand. In 2011, demolition of existing structures and buildings was undertaken. Remaining portions of the 20 acre site were graded level and existing sand and gravel surface materials were compacted.

### Surrounding Development

To the north: Fraser River and foreshore.

To the east: Fraser River and foreshore; River Rock Casino, hotel and parking facilities.

To the south: River Road and a closed rail line on property owned by the City. On the opposite side of River Road, Light Industrial (IL) zoned properties.

To the west: Bridgeport Road and bridge to Sea Island.

### Findings Of Fact

Item	Existing	Proposed
Owner	Sanhurgon Investment Ltd.	No change
Applicant	Firework Productions Ltd. (Raymond Cheung)	No change
Site Size	78,424 sq.m (19.4 acres)	No change
Land Uses	<ul style="list-style-type: none"> <li>Currently vacant gravel/sand lot that has been levelled and graded.</li> <li>Existing Canada Line airport route guide way.</li> </ul>	Proposed temporary evening market consisting of food/retail vendors, on-site entertainment, supporting services and dedication off-street parking stalls.
OCP Designation – General Land Use Map	Commercial and Park	No change proposed.
City Centre – Bridgeport Village Sub Area Plan Designation	Urban Centre (T5)	
Zoning	Light Industrial (IL)	No change

### Comprehensive Rezoning Proposal for Duck Island – Potential Impacts to TCUP

Through the processing of the comprehensive rezoning application for Duck Island, a number of City requirements involving land transactions and dedications for various road, dike and park works and upgrades will likely be secured if approved by Council. Depending on the timing of rezoning application approval and completion of these land transactions, this may have an impact on the proposed night market event. Staff will review these rezoning requirements in conjunction with the night market event in the future to determine impacts to any granted TCUP to determine if it potentially requires additional approvals from Council.

### Night Market Event at 12631 Vulcan Way (Lions Communication Inc.)

A TCUP application for 12631 Vulcan Way by Lions Communication Inc. has been recently submitted to the City (application received February 10, 2012) and proposes a market event on the site similar to previous years. The previous TCUP issued to Lions Communication for an event on 12631 Vulcan Way expired at the end of the 2011 season. Staff review of the application and required consideration by Council through the normal Temporary Commercial Use Permit process is required.

### **Temporary Commercial Use Permit – Duck Island Night Market Event Description (Fireworks Production Ltd.)**

The following summarizes proposed uses, event configuration and operations:

- The site plan for the proposed market event and supporting off-street parking areas is contained in **Attachment 2**.
- 228 general retail vendor booths plus 80 food vendor booths (308 vendors total).
- The event market area consisting of the retail/food vendors, on-site entertainment and supporting uses (administrative areas, first aid, washroom trailers etc.) is situated on the southwest portion of the site.
- The event market and off-street parking area will be enclosed with a perimeter fence.
- Remaining portions of the subject site will be utilized for off-street parking.
- 1,458 parking stalls can be accommodated on the subject site. Transportation staff require:
  - 1,150 stalls for market attendees (maximum 500 stall allocated to pay parking).
  - 300 stalls dedicated to event vendors and staff.
- The vehicle access to and exit from the off-street parking areas on the subject site will be from No. 3 Road. Traffic control and management is outlined in the latter sections of this report.
- Surface treatment of the entire subject site will remain unchanged, except for portions of the food court that are required to be surfaced with an acceptable hard surface treatment for health, sanitation and food safety requirements. All other existing surfaces on the site generally consisting of compacted gravel and sand will be utilized in off-street parking and market event areas outside of the food court area.
- Pedestrian access will be from No. 3 Road along the southern edge of the site adjacent to River Road. This route will also serve as the primary emergency response route to the event market area. The pedestrian access and primary emergency access will be separated by fencing to ensure it remains unobstructed.

Event staffing provided by the proponent is summarized as follows (does not include traffic control personnel required by the Traffic Management Plan as approved by the City):

- Dedicated on-site security personnel.
- Janitorial staff.
- General operations, administrative and promotion staff.
- Dedicated staff patrolling and monitoring on-site parking lot areas
- Dedicated on-site first-aid attendants to respond to any immediate medical issues.

### **Local Government Act – Temporary Land Uses**

The Local Government Act (LGA) enables municipalities the ability to:

- Designate areas where temporary commercial uses may be considered.
- Issue temporary use permits through Council resolution.
- Undertake public notification on the proposed temporary use.
- Specify terms and conditions applicable to the proposed temporary use.

Maximum time periods that a TCUP is valid for is 3 years. Upon expiration, a renewal can be applied for a maximum of 3 years (Note: The LGA was recently amended to increase the time

period of temporary use permits from 2 to 3 years). The proposed TCUP for a market event from 2012 to 2014 complies with the provisions of the LGA.

### **Related Policies and Land Use Designations**

#### Official Community Plan – Temporary Use Permits

The subject site is designated for 'Commercial' and 'Park' uses in the Official Community Plan (OCP)-General Land Use Map and the City Centre Area Plan (Bridgeport Village Sub Area). Schedule 1 of the OCP permits TCUP's to be considered in a wide range of OCP land use designations, including commercially designated land. The event market area, containing all of the proposed temporary commercial uses, is contained on the 'Commercial' OCP designated portions of the site. Based on provisions of the Local Government Act and OCP regulations relating to temporary commercial uses, a TCUP for the proposed night market event can be considered on the subject site.

#### Environmentally Sensitive Area and Fraser River Foreshore

The subject site has an Environmentally Sensitive Area (ESA) designation in relation to its proximity to the foreshore of the Fraser River. The existing site has been extensively modified from the previous industrial land use. The proposed night market and parking uses are located on the already modified lands. Required paving associated with the location of the food court is outside of the ESA area. As a result of the minimal modification of land and temporary nature of structure/building associated with the night market event, no ESA Development Permit is required as part of the proposed TCUP. To mitigate any impact, parking areas will be fenced and setback from the existing foreshore habitat area based on the strategy developed by an environmental consultant and approved by Fraser River Estuary Management Program (FREMP) agencies. A comprehensive approach and mitigation/compensation program to addressing ecological habitat associated with the Fraser River Foreshore will be developed as part of the ultimate plans submitted in the rezoning application.

#### Official Community Plan – FREMP Approval

The OCP requires that all proposed land uses and construction activities outside of the dike require application to and approval from FREMP agencies. In conjunction with the environmental consultant working on the Duck Island site, City staff are communicating with FREMP agencies in their review of the proposed night market event and associated land uses on the subject site.

### **Public Consultation and Notification**

#### Public Consultation Undertaken by Event Organizer

The event organizer has undertaken public consultation with properties in the surrounding area of the proposed event site. The organizer discussed the proposed event directly with people who were available and provided information handouts to property owners/tenants/residents for the area bounded between Bridgeport Road, Great Canadian Way and the Fraser River. A summary of the consultation feedback and materials is shown in **Attachment 3**. A majority of comments related to traffic, parking and vehicle access in and around the area during event operations. Concerns raised through the public consultation completed by the event organizer are addressed in latter sections of the report.

### Public Hearing and Notification by the City of Richmond

Processing of the Temporary Commercial Use Permit requires that the land use application be forwarded to a Public Hearing for comments and a decision by Council. A public hearing notification area generally bounded by Bridgeport Road to the south, Great Canadian Way to the East and Fraser River to the west and north is recommended by staff (refer to **Attachment 4** for a notification area map).

### **Public Correspondence and Dialogue with Surrounding Businesses**

The River Rock Casino has discussed the proposed event with the proponent and met with City staff to communicate concerns and comments on the night market event. The primary concern of the River Rock Casino relates to the impact of increased traffic and parking demand as a result of the proposed event and the potential impacts this will have on the casino's operations and existing parking facilities. The River Rock Casino has noted that the proposed night market event hours and days of operation correspond directly with their expected peak business periods. A letter from River Rock Casino summarizing their concerns is contained in **Attachment 5**. Concerns raised by the River Rock Casino are addressed in the 'Examination of Issues' section of this report.

### **City Staff and Stakeholder Comments**

#### Transportation

Transportation staff have also worked with the applicant and their consultant to develop a Traffic Management Plan (TMP), which addresses the routing of vehicles to and from the site and any personnel, signage and traffic control to be implemented to support the plan. Details of the TMP are discussed in latter sections of this report. A list of transportation requirements is contained in **Attachment 6** and discussed in greater detail in the "Examination of Issues" section of the report.

City staff have also forwarded information to Ministry of Transportation and Infrastructure (MOTI) staff on the event and supporting TMP as some of the intersections with proposed traffic control are under MOTI jurisdiction. MOTI is currently reviewing the proposal. Any comments or requirements from the Ministry will be incorporated into the TMP proposed for applicable intersections.

#### RCMP

Based on previous night market events held in Richmond and the resulting large numbers of attendees, a minimum of 2 RCMP members are required to be present at all times during the hours of operation of the night market. As in previous events, the role of the RCMP members will be to provide a policing presence, oversee event attendees and vendor operations, monitor operation of the TMP and intervene if necessary. Having RCMP on-site during event hours also facilitates a quick response in the event of an emergency. RCMP member attendance at the night market event will be in addition to the existing RCMP deployment in Richmond, with the proponent responsible for all costs of RCMP members dedicated to the night market event. A summary of RCMP costs is contained in the "Financial Impact" section of this report.



### Community Bylaws

Community Bylaw officers are required for the purposes of monitoring and enforcing on-street parking and related City roadway regulations around the night market event site (i.e., blocking fire hydrant or emergency vehicle access routes; blocking driveways). Dedicated Community Bylaw officers to patrol the surrounding night market event area are recommended to be a minimum of six hours of bylaw officer patrol during all event hours of operation, which would provide sufficient coverage. The proponent is responsible for the costs of the 6 hours of Community Bylaw officer(s) patrol each night the event is in operation, with scheduling of hours at the discretion of Community Bylaws staff. A summary of Community Bylaw costs is contained in the "Financial Impact" section of this report.

### Richmond Fire Rescue

Richmond Fire Rescue (RFR) staff have reviewed the market event site plan and parking area to ensure that provisions for primary and secondary means of emergency access is available and general provision of safety and firefighting requirements are met.

The primary emergency response route will be from the event site's main access point from No. 3 Road along a secured, unencumbered drive-aisle that runs along the south edge of the site and entire east adjacent to the market event area. Provisions for a secondary emergency access located at the intersection of River Road and West Road is also required in the event of a blockage at the primary event access location. This also facilitates RFR access to water hydrants situated at River Road and West Road for firefighting provisions within the market event area.

Submission and approval of a Fire Safety Plan by RFR staff is required prior to the night market event opening that includes fire safety provisions associated with the general event operations, fire safety measures for retail and food vendors and compliance with applicable Building Code and Fire Code for all buildings, structures and appliances (hot water tanks, cooking equipment, electrical appliances and machinery etc.).

### Engineering

Minimal change to the subject site's permeable compacted gravel and sand surface is proposed. The site servicing approach to handle storm water on the subject site is to grade the site to minimize any pooling of water and implement minor drainage works (small conveyances and drainage pipes to diffuse water across the large site that is primarily surfaced with permeable sand and gravel). Therefore, no connection to a City storm sewer system is required, as existing permeable surfaces will remain unchanged.

Based on the previous industrial operations, the site has existing water and sanitary sewer service. Existing connection points to water and sanitary sewer service will be utilized to service the night market event. Water and sanitary service are primarily required for the food vendors and washroom trailers. The proponents on-site servicing design drawing (including water and sanitary connections) is required to be reviewed and approved by Engineering and Building Approval's staff. All connections to City servicing is at the proponent's cost.

The proposed location of the secondary emergency access at the intersection of River Road and West Road (**Attachment 2** – Market event site plan) to enable emergency vehicle access to market event area is required to go over the existing Dike right-of-way (ROW) structure that is situated on the subject site. As a result, a bermed ramp is required to be constructed from

River/West Road intersection over the City road allowance containing the closed rail line and over the Dike ROW structure. To implement the required secondary emergency access at this location, the following is required:

- Design submission of the emergency access by the proponent's consulting engineer for review and approval by Engineering and Transportation staff.
- Forwarding the emergency access design to the Provincial Diking Authority for review and approval (preliminary discussions have been undertaken with Ministry staff who have noted no concerns with the proposal so long as there is no decrease in dike elevation and construction activities do not disturb the existing dike.
- The construction of the approved emergency access design to be undertaken through the appropriate process (i.e., City Work Order or other process) prior to issuance of the building permit(s) and/or on-site servicing permit for the night market event.
- Entering into an appropriate agreement between the City and proponent that covers typical issues related to construction, removal (upon conclusion of the event), maintenance and right of access prior to issuance of the building permit(s) and/or on-site servicing permit for the night market event.
- All costs for the design, construction, maintenance and removal of the secondary emergency access is the event organizer's responsibility.

Minor works on or across City roads/properties to implement asphalt walkways, temporary crosswalks and driveway crossings (for secondary emergency access) to service the proposed event on the site is required to be completed based on an approved City design through a City Work Order (or other approved process) at the event organizer cost.

#### Building Approvals

Building permits are required for all buildings and structures proposed for the event site. Temporary and mobile buildings also require building permits to ensure they are sufficiently tied down and secured to the ground and ensure that the mobile buildings adhere to the City's Building Regulation Bylaw and BC Building Code. The Flood Plain Designation and Protection Bylaw requires permanent buildings to be constructed at the required Flood Construction Level (FCL)(4.35m for the subject site as it is outside the Dike). Buildings and structures that are considered temporary if they are not utilized for a period of more than 12 months and removed from the event site sometime during the off-season are not required to be constructed to an FCL of 4.35 m. Prior to issuance of the building permit(s) and/or on-site servicing permit for the night market event, completion of a legal agreement will be a requirement of the TCUP to:

- Identify that the subject site containing the night market event area and off-street parking is outside of the dike and susceptible to flooding.
- Release and indemnify the City for any damage to building, structures, property, equipment and servicing on the subject site in the event of flooding.

Site servicing and plumbing permits are also required for all on-site water and sanitary sewer service provided for the food court vendors and any other buildings/structures that require water and sanitary sewer service. The site servicing permit will confirm provisions for on-site drainage and diffusion depending on the extent of works proposed by the event's engineering consultant, including provisions for the capture and diffusion of storm water from the proposed hard-surfaced area of the food court.

Council approval of the TCUP for the subject site is required prior to issuance of any building or site servicing permits related to the night market event.

#### Business Licensing

All commercial retail and food vendor booths operating at the night market event are required to apply for and obtain Business Licenses to operate. The event proponent (Raymond Cheung C/O Firework Productions Ltd.) is also required to obtain an appropriate Business License for the purposes of operating the night market event. Each vendor at the night market is required to obtain a Business License for each year of operation.

#### Vancouver Coastal Health (Richmond)

All vendors involved in the selling or handling of food and beverage product at the event are required to obtain appropriate permits to operate from Vancouver Coastal Health (VCH) to ensure compliance with food safety, sanitation and food handling requirements. VCH will determine requirements associated with provisions for food vendors having access to water (hot and cold), access to appropriate refrigeration and food safety measures that the event organizer and each food vendor booth is responsible for compliance.

Upon preliminary review, VCH staff have noted the requirement for the site to have sufficient power supply to ensure that food vendor booths are provided with refrigeration and provisions for hot water. The proponent has engaged an electrical consultant to confirm the available power supply to food vendor booths and are working to address VCH comments on the proposal. VCH has an application and inspection process to ensure compliance with their regulations, which they implement prior to food vendors opening at the event. Any deficiencies or infractions are required to be resolved by the food vendors or event proponent prior to opening of the food court.

#### Environmental Sustainability – Foreshore Habitat

The subject site is currently outside the crest of the dike. Foreshore habitat areas are located along the site's Fraser River adjacency. The proposed temporary land use proposal involves minimal modification of the site. Furthermore, the property is subject to a rezoning application that will require an application to FREMP whereby all associated agency approvals for the foreshore and Fraser River are coordinated.

On this basis, the proponent has engaged an environmental consultant to recommend a strategy minimizing any impacts to foreshore habitat associated with the proposed temporary uses of a night market event (i.e., minimum setback of night market activities from the high-water mark; fencing to ensure no encroachment into setback areas; no change in existing surface treatments). The environmental consultant is discussing this approach to protect the foreshore area from the temporary uses with FREMP agencies to identify a site configuration that conforms to applicable foreshore setbacks and other agency requirements. City staff and the environmental consultant for Duck Island are in the process of liaising with FREMP agencies and will provide updates to Council as information becomes available.

The night market event is required to comply with all components of the consultant's strategy to protect the foreshore along with requirements identified by FREMP agencies as outlined in the Terms and Conditions associated with the TCUP.

## Examination of Issues

### Public Transit – Canada Line and Bus Service

The location of the night market event site has the benefit of being in close proximity to a major piece of public transit infrastructure. The Bridgeport Station for the Canada Line is situated approximately 500 m walking distance from the station to the entrance to the market event area and has the potential to serve as a main means of public transportation to and from the event for attendees across the region. Furthermore, Bridgeport Station also serves as a main terminus for bus service, which can also assist in providing transit options for night market attendees. The Bridgeport Station and related bus service terminus is a significant positive feature of the night market site's location and provides an opportunity of reducing vehicle dependency.

The organizer is also planning promotions and marketing incentives aimed at encouraging attendees to take public transit including:

- Providing discounted transit tickets for night market attendees during the late night periods (after 8:30pm) on the weekends to improve transit trips to the site and also to improve transit rider ship during the time which demands are generally low.
- Providing small reimbursements to night market attendees if valid transit tickets are shown.
- Offering promotional gifts to the night market attendees if valid transit tickets are shown.
- Discussing with future vendors to offer discounted food or drink items if customers can show valid transit tickets.
- Setting up special gift draws to be entered only by the attendees with valid transit tickets.
- Promoting the night market event location and its accessibility by transit through TV commercials, radio commercials and newspaper advertisements.

Transportation Division staff approval of the marketing and promotion plan to encourage use of public transit by attendees is required prior to opening day of the event.

### Transportation Requirements

A consolidated list of transportation requirements associated with the night market TCUP is contained in **Attachment 6**.

#### *Off-Street Parking*

A total of 1,450 off street parking stalls are provided on the subject site. 1,150 stalls are required to be dedicated to market attendees of which a maximum of 500 of these stalls can be pay parking and the remaining 650 stalls are required to be free. The remaining 300 stalls are to be allocated to night market vendors and event staff, which are also to be free parking. In summary, a total of 950 free parking stalls are required to be maintained on the subject site. The night market event site can provide the required number of off-street parking stalls identified by City staff.

The maximum 500 pay parking stalls are required to be situated as close to the market event area (southwest portion of parking lot "A" – see **Attachment 2**). Pay booths for the pay parking area are also required to be located as far into parking lot "A" as possible to maximize the queue length for vehicles entering the site. The Transportation Division supports these off-street parking requirements for the night market event. Based on the estimated yearly operational bond amounts required from the event organizer, the following are the additional amounts based on 20% required contingency fund:

- 2012 – \$30,000.
- 2013 – \$31,000.
- 2014 – \$32,000.

Refer to the “Financial Impact” section of the report for information on the total operational bond amount required from the event organizer.

#### *Contingency Fund*

A 20% contingency fund is required in addition to the yearly operation bond amount required for the night market event. This contingency fund will be utilized to implement additional traffic control and monitoring and roadway improvements if deemed necessary by City Transportation staff in consultation with impacted stakeholders in the area.

#### *Traffic Management Plan (TMP) Vehicle Routing - Operations and Logistics*

The TMP has been prepared by a professional traffic control company (ATC Traffic Management Ltd.) to develop a TMP for applicable to traffic routes to and from the event site that includes provisions for staffing by trained professional traffic control staff and placement of directional/warning signage.

City staff support the provisions of the TMP prepared for the night market event (refer to **Attachment 7** for a copy of the TMP). If the night market is approved, monitoring of the TMP by City staff, the event organizer and traffic control company will occur along with consultation and feedback from stakeholders (i.e., surrounding businesses). The TMP can be revised through the provisions of the TCUP based on the above referenced monitoring, stakeholder feedback and approval by City Transportation staff. All costs for implementation of the TMP is the responsibility of the event organizer.

The TMP includes provisions for signage throughout the area to direct night market event traffic in the area and warn vehicles of traffic control persons or traffic pattern changes. A majority of the required traffic control persons are stationed at the access point to the event site at No. 3 Road and River Road. Traffic personnel are stationed at this location to facilitate traffic movement into the event site parking area, pedestrian movements across No. 3 Road and monitor the vehicle entrance to the River Rock Casino parkade, pedestrian/vehicle safety and ensure night market patrons are not parking at in River Rock Casino parking facilities. The other main location for dedicated traffic personnel is at the intersection of River Road and Sexsmith Road, which is the main pedestrian crossing point from the Bridgeport Canada Line Station to the night market event area. Traffic personnel at this location will ensure safe crossing for pedestrians going between the Canada Line station, night market site and Casino.

The TMP also includes provisions for ‘stand-by’ traffic control personnel at main intersections that may be impacted during peak event hours. If these intersections function normally and are not adversely impacted by traffic, additional personnel will not be required. However, if congestion at these intersections does occur, on-site RCMP and/or the on-site supervisor of the traffic control company can require deployment of the traffic personnel in accordance with the provisions of the TMP. The three ‘stand-by’ locations are at the No. 3 Road/Bridgeport Road, No. 3 Road/Sea Island Way and Bridgeport Road/Great Canadian Way intersections.

### Pedestrian Movements

Increased pedestrian traffic is expected in between the event market site, Bridgeport Canada Line station and River Rock Casino. This is accounted for in the TMP as signage and personnel will be stationed to guide pedestrians safely to and from the event site. At the subject site's No. 3 Road entrance, works are being proposed to install a temporary asphalt walkway as a continuance of the sidewalk treatment along River Road and implementation of a temporary crosswalk across No. 3 Road to gain access to the main pedestrian walkway along the south of the subject site. The TMP proposes personnel at the No. 3 Road entrance to coordinate vehicle movements to and from the site with pedestrian crossings.

### Strategy to Mitigate Event Traffic and Parking Impacts to Surrounding Businesses

#### *Trash/Litter Removal*

The event organizer is proposing the following provisions to address trash and litter in the areas surrounding the event site:

- Scheduled litter/garbage removal by the night market event staff on an hourly basis along the pedestrian routes between the night market site, Canada Line station and River Rock Casino. Garbage bins will also be placed along these routes by the organizer upon commencement of the event and removed at the conclusion of each night. Garbage bins are required to be regularly emptied by night market staff.
- At the conclusion of each evening, night market staff will undertake garbage removal in the surrounding area of the event site.

#### *Access for Employees/Clients of Existing Businesses*

A parking pass system will be implemented where special passes are distributed by the event organizer to businesses that operate in the surrounding area so that vehicles with these passes can be identified by traffic control personnel to facilitate access to and from businesses.

### Product Counterfeiting (Canadian Anti-Counterfeiting Network)

The event organizer has developed a strategy to address the retailing of illegal counterfeit goods that includes the following components:

- Liaise with agencies involved with intellectual property rights (Canadian Anti-Counterfeiting Network – CACN) to develop and communicate their strategy.
- Include specific provisions in vendor contracts that prohibit retailing of counterfeit, pirated and other illegal products with clauses on vendor booth termination and removal from the event and product seizure and turnover to the RCMP or Intellectual Property representatives if illegal goods are found.
- Partner with RCMP and Intellectual Property representatives to undertake education with vendor booth operators to ensure they are aware of the counterfeit good restrictions and related consequences (i.e., vendor booth contract termination).
- Have dedicated, trained night market staff to inspect and monitor retailers to ensure no counterfeit or pirated products are being sold.

The comprehensive strategy to deter and prevent the retailing of illegal counterfeit goods is designed to put the responsibility on the event organizer to police and enforce with the oversight of Intellectual Property representatives and the RCMP commercial crimes unit. Based on this approach, staff recommend that a contingency fund be added to the operational bond to cover any enforcement and inspections undertaken by RCMP to address this issue. The contingency fund amount is based on the average dollar amount of RCMP resources (approximately \$5,000 in

2011) dedicated to previous night market events in Richmond to combat or investigate counterfeit retailers. If the event organizer polices this matter effectively during event operations and there is no need for intervention by RCMP commercial crimes staff, the contingency fund amount will be returned to the organizer.

### **Financial Impact**

#### Cost Recovery – City and RCMP Expenses

The proposed night market is a privately operated event that is open to the general public. Due to the significant popularity of past events hosted on other sites in Richmond and increasing draw of attendees from across the region and visiting tourists, presence from RCMP members, Community Bylaw Officers and various staff from other divisions is required with costs to be paid by the event organizer. This enables existing service levels for policing and bylaws across the City to be maintained. In summary, a cost recovery model relating to City and RCMP expenses is applied for the proposed night market event.

#### Operational Security Bond Requirements

Based on a cost recovery model, City staff have undertaken a detailed examination of known and anticipated City costs to be incurred from the proposed event for 2012, 2013 and 2014. The estimated costs for each year will be submitted prior to Council consideration of the TCUP at Public Hearing (March 19, 2012) for the first year of operation and one month in advance of the event opening date for subsequent years (2013 and 2014). A breakdown of the costs and expenses to the City is as follows and forms the basis for the operational security bond required to be submitted to the City.

- 2 RCMP members assigned to the night market event each day of operation and during all hours of operation at the applicable overtime rate (commute time to and from the event is included).
- RCMP commercial crimes unit resources and staff hours to supplement event organizer policing and enforcement of counterfeit products and other illegal goods.
- Community Bylaws – 6 hours (based on the applicable overtime rate) of dedicated patrol by Community Bylaw Officers for each day of operation for the night market event (scheduling of hours is at the discretion of Community Bylaws).
- A 20% contingency fund in addition to the base operational security bond for each year of event operation.
- Attendance by City staff to oversee and monitor implementation of the TMP and general event operations.
- Production, posting and takedown of night market directional signage by City staff.
- Night market days of operation for each year.

Security bond requirements are as follows:

- 2012 – \$148,000 (base amount) + \$30,000 (20% contingency) = **\$178,000**.
- 2013 – \$156,000 (base amount) + \$31,000 (20% contingency) = **\$187,000** (Adjusted for additional days of operation and anticipated wage increases).
- 2014 – \$159,000 (base amount) + \$32,000 (20% contingency) = **\$191,000** (Adjusted for additional days of operation and anticipated wage increases).



Upon conclusion of the night market event for each year, any surplus is required to be returned to the event proponent. Provisions are also included in the TCUP to require monies outstanding (in excess of the estimated security bond amount) to be paid in full for the event to operate.

The Procedure Bylaw for Council consideration of Temporary Commercial Use Permits (Bylaw 7273), requires that security bonds be submitted prior to Council consideration of the of the TCUP at Public Hearing. As a result, the following security bond submission deadlines dates apply to the propose night market TCUP:

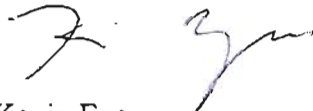
- For 2012 – \$178,000 to be submitted prior to March 19, 2012 as the initial security bond amount.
- For 2013 – \$187,000 to be submitted prior to April 19, 2013.
- For 2014 – \$191,000 to be submitted prior to April 18, 2014.

### **Terms and Conditions**

All requirements associated with the night market TCUP are contained in the TCUP Terms and Conditions, attached to the TCUP (reference **Schedule “A”** attached to the permit). These Terms and Conditions have been reviewed and agreed to by the event organizer. In the event that the Terms and Conditions of the Temporary Commercial Use Permit for the proposed night market event on the subject site are not complied with, the permit is considered void and no longer valid.

### **Conclusion**

The proposed night market event on the 20 acre subject site has addressed all technical components and met all City requirements related to hosting a seasonal event on this site from 2012 to 2014. The subject property is well serviced by public transit and the event organizer has also provided the required amount of off-street parking and traffic management measures to support the night market. Staff recommend approval of the Temporary Commercial Use Permit for the subject site.

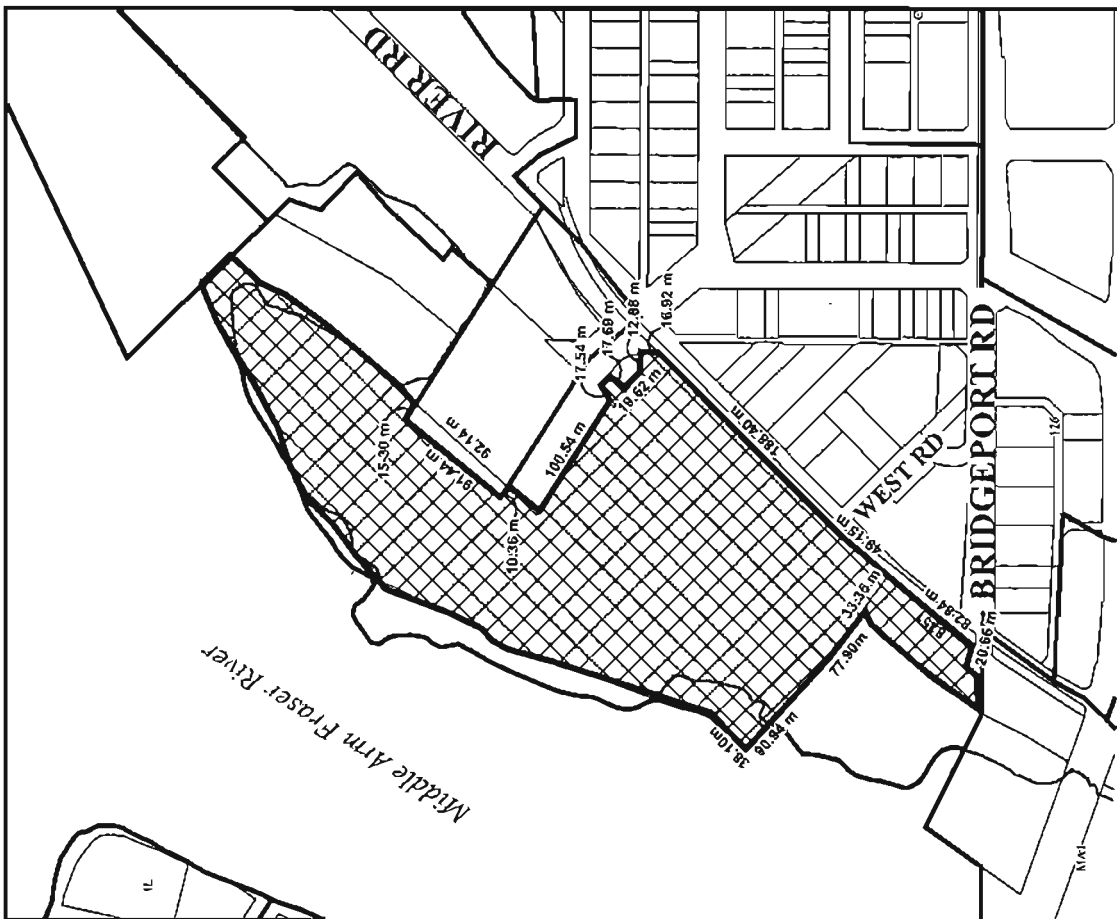


Kevin Eng  
Planner 1

KE:cas

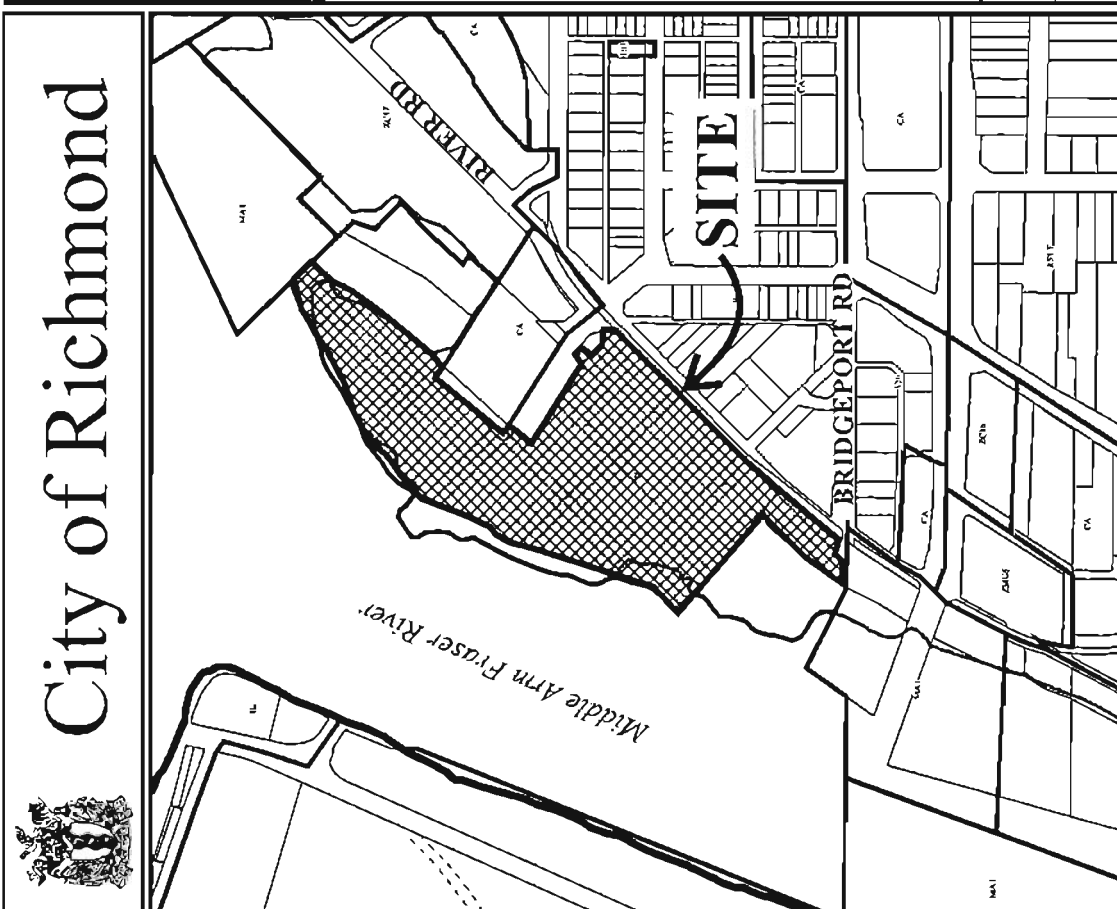
- Attachment 1 – Location Map
- Attachment 2 – Night Market Site Plan
- Attachment 3 – Consultation Summary by Event Organizer
- Attachment 4 – Public Hearing Notification Area Map
- Attachment 5 – Correspondence from River Rock Casino
- Attachment 6 – Transportation Requirements
- Attachment 7 – Traffic Management Plan





Original Date: 02/06/12  
 Revision Date: 02/08/12  
 Note: Dimensions are in METRES

TU 11-595782



City of Richmond





TU 11-595782

Original Date: 02/10/12

Amended Date:

Note: Dimensions are in METRES

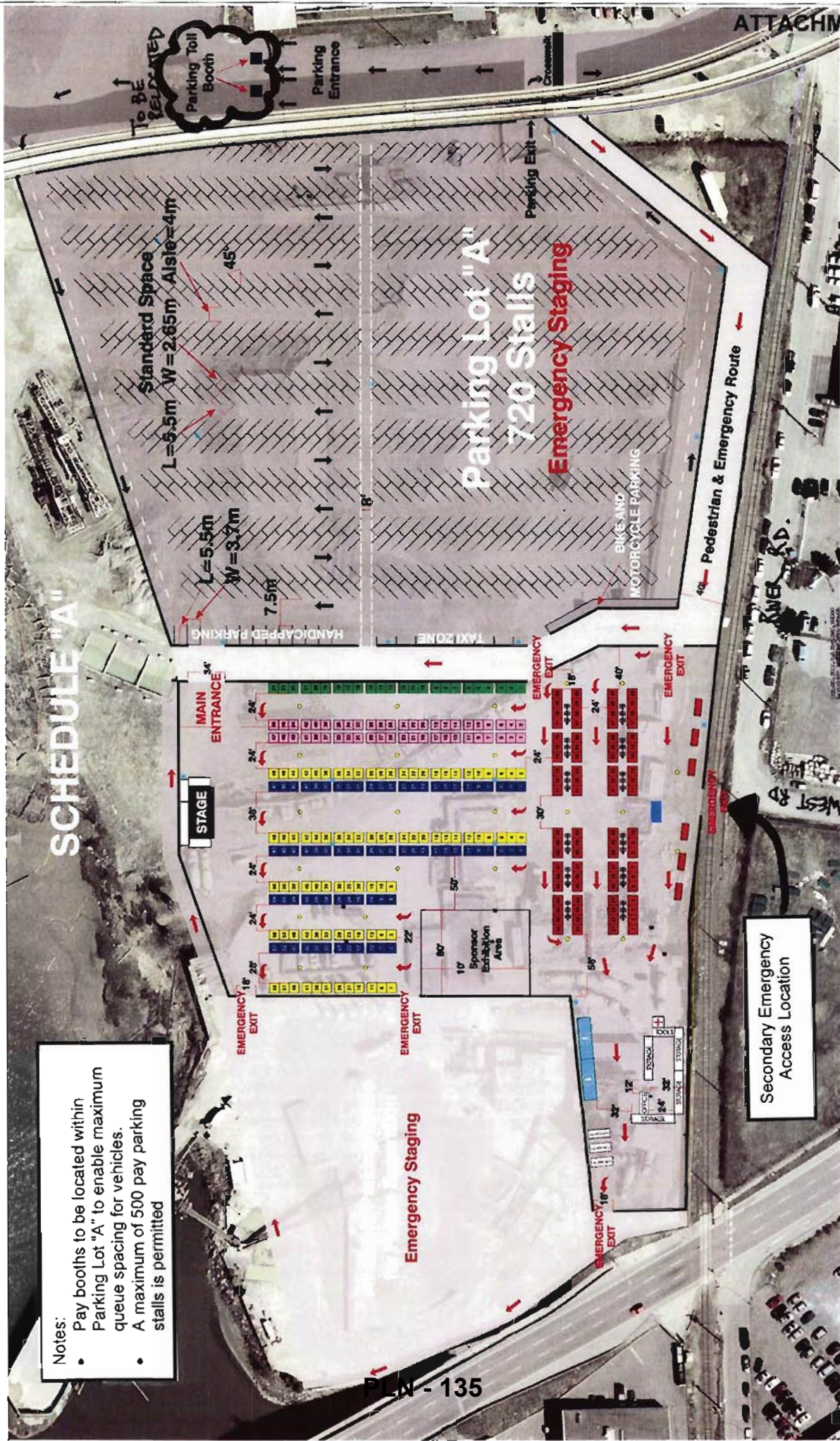


# 2012 RICHMOND NIGHT MARKET PROPOSED SITE PLAN

## SCHEDULE "A"

Notes:

- Pay booths to be located within Parking Lot "A" to enable maximum queue spacing for vehicles.
- A maximum of 500 pay parking stalls is permitted

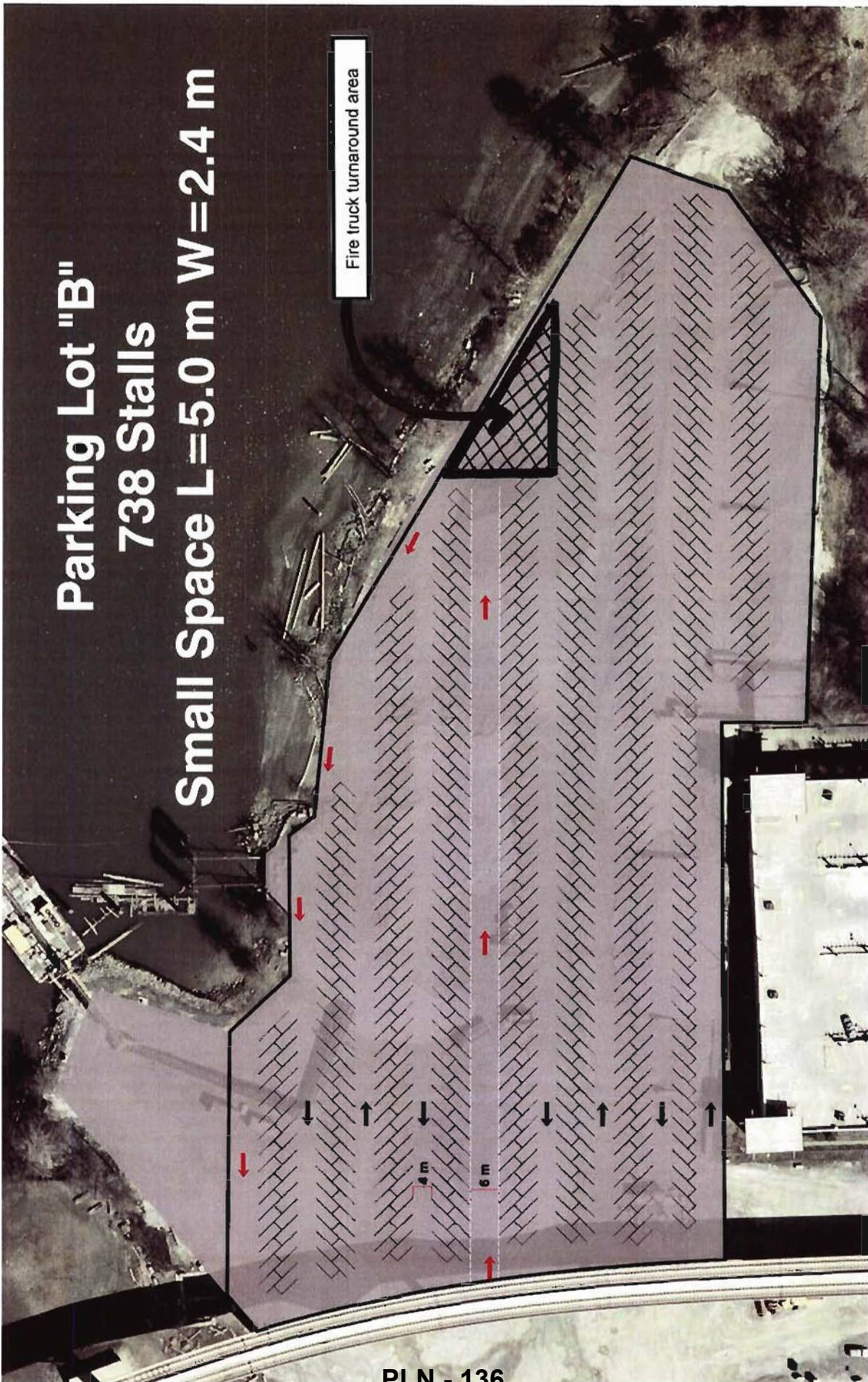


PLAN - 135

- 228 - 9' x 9' Retail Booth
- 80 - 9' x 9' Food Booth
- First Aid
- Emergency Route
- Fountain
- Garbage Bin
- Fence



**Parking Lot "B"**  
**738 Stalls**  
**Small Space  $L=5.0\text{ m}$   $W=2.4\text{ m}$**



# Summary of Neighbour Consultation Schedule D

Name of Street	Unit/ Building	Company	Contact Person	Phone No.	Comments	Support (S)	Not-support (NS)
1 No. 3	2561A	Hans	Kevin Nielsen	6042785232	No comment	S	
2 No. 3	2651	Auto Body One	Paul Chan	6042707123	Suggested to provide more chairs at the site	S	
3 No. 3	2651 #3	Top Tech	Deepak Oberoi	6043041111	Considering sponsoring the event	S	
4 No. 3	2700	Bridgeport collision	Russ	6042732766	No Concerns	S	
5 No. 3	2780		Darrell	6042782939	No Concerns	S	
6 No. 3	2800	Store Closed		6049988609	Left Neighbour Consultation Letter to contact us		
7 No. 3	2800	Houstone Enterprises	Carmen Lo	7782976398	Request "Special Event Parking Pass" from us	S	
8 No. 3	2820	Vacant	For sale				
9 No. 3	2840	Express Lube & Tune	Steve Lewis	6042781018	No Concerns	S	
10 No. 3	2880		Al Nortman	6042781737	No Concerns	S	
11 No. 3	2920		Al Nortman	6042781731	No Concerns	S	
12 No. 3	2980	A.B.C. Traders Ltd.	Al Nortman	6042781731	No Concerns	S	
13 River Road	8480	Shaw Cable	Jerry	N/A	Suggest to have wifi on site	S	
14 River Road	8500	Wing Moulding	N/A	N/A	Staff to inform owner/No Comment	S	
15 River Road	8520	Canada Post	Wayne	N/A	Staff to inform superior/No Comment	S	
16 River Road	8540	Don Dickey Supplies	Thomas Fairbrother	6042737112	Suggested on-site pay parking at lower rate	S	
17 River Road	8560	The Barn	Jayker Holdings Ltd.	6042441106	Request garbage removed from its front yard nightly	S	
					Chain to block its front parking after shop closed		
					Interested in joining our Crafters Section		
18 River Road	8570	Juan's Auto Service	N/A	6042412848	No Concerns	S	
19 Bridgeport Road	8571	MJ Fashions Ltd	Candelita Yip	6042739233	Suggested free on-site parking/Traffic jam		NS
					Visitors might park at its front parking area		
20 Bridgeport Road	8811	Hampton Inn	George Tu	6042325505	No Concerns	S	

PLN - 137

# Summary of Neighbour Consultation Schedule D

	Name of Street	Unit/ Building	Company	Contact Person	Phone No.	Comments	Support (S)	Not-support (NS)
21	Beckwith Road	8711		Arbutus	6043221059	No Concerns	S	
24	Beckwith Road	8791	Store Closed			Left Neighbour Consultation Letter to contact us		
25	Beckwith Road	8811	Store Closed			Left Neighbour Consultation Letter to contact us		
26	Beckwith Road	8820	J&R	Kim Langton	6042470337	No Concerns	S	
27	Beckwith Road	8851	Canadian Pacific Seafood	N/A	N/A	No Concerns	S	
28	Beckwith Road	8860		No Answer		Left Neighbour Consultation Letter to contact us		
29	Beckwith Road	8888	Bouchard Projects Ltd	Cindy Lee	6042779890	No Concerns	S	
30	Beckwith Road	8931	A&A Engine	No Answer				
31	Beckwith Road	8960 #120	Richmond Quilling	Angela	N/A	Very supportive/so happy that she is near us	S	
32	Beckwith Road	8960 #220	Lucy's Creative Designs	Lucy Quinn	N/A	Parking Concern	S	
33	Beckwith Road	8960	Excel Custom Cabinets	No Answer		Left Neighbour Consultation Letter to contact us		
34	Beckwith Road	8971	Triton Environmental Consultant	John Rilhale	6042792093	No Concerns	S	
35	Beckwith Road	9051	Enterprise rent a car	Kyle Chatterley	6043031117	No Concerns	S	
36	Beckwith Road	9094	Household	No Answer		Left Neighbour Consultation Letter to contact us		
37	Beckwith Road	9111	Household	N/A	N/A	No Concerns	S	
38	Beckwith Road	9131	Household	No Answer		Left Neighbour Consultation Letter to contact us		
39	Beckwith Road	9151	Household	No Answer		Left Neighbour Consultation Letter to contact us		
40	Beckwith Road	9231	Starry Night	N/A	7782975399	Staff to inform owner/No Comment	S	
41	Smith	2630	Household	N/A	N/A	No comment	S	
42	Smith	2640	Household	No Answer				
43	Smith	2651	Household	N/A		No comment	S	
44	Smith	2660	Household	Mike	N/A	No comment	S	
45	Smith	2680	Household	Marlina	N/A	No comment		

# Summary of Neighbour Consultation Schedule D

	Name of Street	Unit/ Building	Company	Contact Person	Phone No.	Comments	Support (S)	Not-support (NS)
46	Smith	2691	Household	No Answer		Left Neighbour Consultation Letter to contact us		
47	Smith	2711	Household	No Answer		Left Neighbour Consultation Letter to contact us		
48	Smith	2720	Household	Dominion	6042768231	No comment	S	
49	Smith	2731	Household	Vacant --For lease				
50	Smith	2751	Boss Automotive Ltd	Danny	N/A	Very happy to have Night Market & very supportive	S	
51	Smith	2900	Island Carpet Sales Ltd	Brad Dolchuk	6042305212	Staff to inform owner/No Comment	S	
52	Smith	2900 #4	Toxik design lab	Toxik Harold	6042727840	Interested in renting a retail booth	S	
53	Smith	2900 #5	Higmore Sports	Eric	N/A	No Comment	S	
54	Smith	2900 #8	BPG Tuning	Jason	6042784142	Interested in renting a retail booth and sponsorship	S	
55	Smith	8980	No Answer			Left Neighbour Consultation Letter to contact us		
56	Smith	9011	YOGA	No Answer		Left Neighbour Consultation Letter to contact us		
57	Sexsmith	2840	Days Inn Vancouver Airport	Ravindra Jadhav	6042078000			
58	Sexsmith	2851	A.B.C. Traders Ltd.	Al Nortman	6042781731	No Concerns	S	
59	Sexsmith	2891	A.B.C. Traders Ltd.	Al Nortman	6042781731	No Concerns	S	
60	Sexsmith	2971	A.B.C. Traders Ltd.	Al Nortman	6042781731	No Concerns	S	
61	Sexsmith	2971	Household	Coan	6048210040	No Concerns	S	
62	Sexsmith	8771	Store Closed					
63	Douglas	8851	Household	N/A	N/A	Looking forward to it	S	
64	Douglas	8940	Household	N/A	N/A	No Concerns	S	

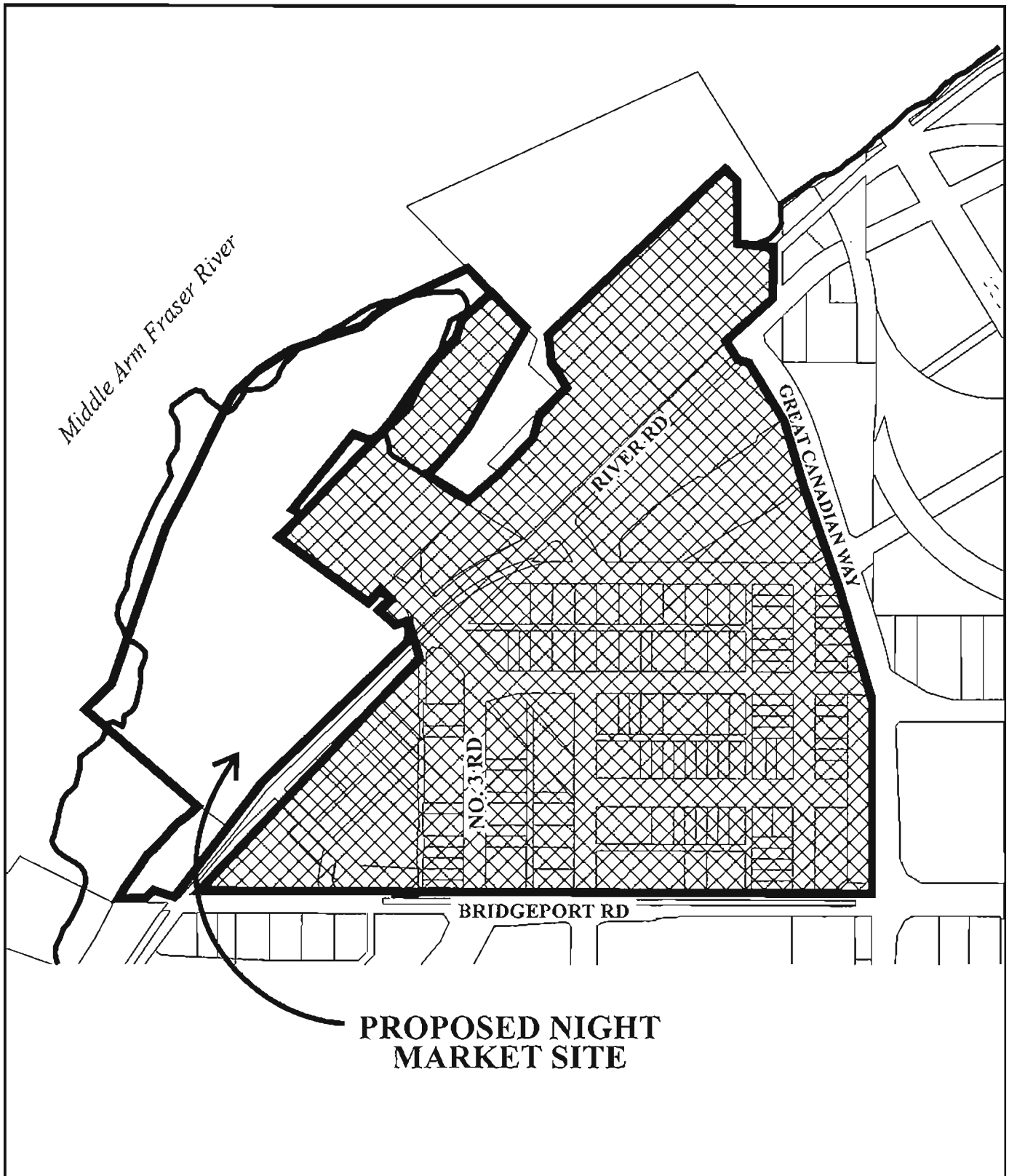
# Summary of Neighbour Consultation

Schedule D

	Street Name	Unit/Building	Contact Person	Phone No.	Comments	Support(S)	Not-Support(NS)
1	BeckWith	5971			No Answers/ Off business hour		
2	BeckWith	8931	Yoshi Yanagitani/ A&A	604-278-4289	Visitors park at its parking area	S	
3	BeckWith	Unit 220-8911	Easy Way Trading Ltd	604-278-7489	No comment	S	
4	BeckWith	Unit 230-8911	Alex Wang/ Notary Public	604-270-8384	No Comment	S	
5	Smith	2571			No Answers/Off business hour		
6	Smith	2611	Drobdsch	604-273-3423	Concern noise level, visitors park at their parking area & garbage		NS
7	Douglas	8960	Household		No Comment	S	
8	Douglas	8970			No Answers/Off business hour		
9	Bridgeport	8971	Kevin Smith/ Fountain Tire	604-273-3751	No comment	S	

\*Note: No access to a household on Douglas Street( Could not get house number)





## Public Hearing Notification Area

Original Date: 02/08/12

Revision Date: 02/09/12

Note: Dimensions are in METRES



# GREAT CANADIAN GAMING CORPORATION

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February 9, 2012

**Mr. Victor Wei**  
Director, Transportation  
Transportation Division  
City of Richmond  
6911 No.3 Road  
Richmond, BC V6Y 2C1

**BY EMAIL:** [wei@richmond.ca](mailto:wei@richmond.ca)

Dear Mr. Wei:

Thank you for the recent opportunity to address our concerns related to the proposed Night Market to be located immediately west of our River Rock Casino property.

We had the opportunity to meet with the Night Market proponents on January 6<sup>th</sup> and 13<sup>th</sup>, we have reviewed the information they have filed with the City and we have had an opportunity to review the memo they commissioned through R.F. Binnie & Associates.

After doing so, our concerns have escalated to a point where we felt compelled to outline our most material concerns, recognizing that the City is reviewing the merits of the Night Market application at this juncture.

Prior to doing so, it is worth noting that we sincerely want to work with the Night Market proponents and that we welcome development in the surrounding neighbourhood that may be synergistic with the River Rock Casino. We remain unconvinced at this time, however, that this is a realistic outcome based on what we know today about the proposed nature of the Night Market operation. Despite this overriding belief, we have attempted to compile a list of concerns and suggested consequent actions to mitigate those concerns:

- Some quantification of the number of parking stalls available on their site for their visitors after their plan has been reviewed and endorsed by City staff. In other words, we are concerned the current parking plan is unrealistic for reasons better outlined by Bunt & Associates in their report dated February 8<sup>th</sup>.

- Similarly, some quantification of the expected visitation pattern and how that reconciles with the number of parking stalls offered on their site for their visitors. To date, we do not have an approximation as to how many daily visitors the Night Market is expecting and whether their on-site parking is sufficient to accommodate.
- The nature of their on-site parking needs to be substantially the same as what we offer in our two parkades; namely, it is free, of a firm surface (particularly for inclement weather days) if not paved, lit, convenient to negotiate, and offers more than one entrance/exit point. If not, we strongly believe that it will be virtually impossible to avoid a material impact on the use of our parkades by Night Market visitors.
- Of particular importance to the factors cited above, on-site parking for Night Market visitors needs to be free of any charge. That differs from the notion of some area of the on-site parking be reserved for some type of charge, but we struggle to appreciate how that might be practical, and will only further compromise the Night Market's attempts to provide enough on-site parking for their visitors without relying on neighbouring facilities like the River Rock parkades.
- Any queuing on to River Road needs to be avoided. If not, a natural chokepoint could easily develop immediately in front of our west parkade, which will only further invite potential abuse of its use by non-River Rock visitors.
- Moreover, we are alarmed by Binnie's suggestion that westbound traffic generated by the Night Market should be directed up Great Canadian Way and across River Road; in other words, right past the main entrance point for River Rock and its two parkades. Again, this could cause a natural chokepoint for our operations and lead to further abuse of the parkades.
- Similarly, we are very alarmed by Binnie's reference to the belief that Night Market visitors will have the "option" of using our south parkade. That is absolutely not the case- we are bound by contract with Translink for the restricted use of that parkade- and this was explicitly discussed in our meetings of January 6<sup>th</sup> and 13 with Night Market representatives. Similarly, it is important to note that documentation submitted to the City by the Night Market representatives makes a similar claim, and we have been contacted by at least one prospective Night Market vendor who was informed that Night Market visitors will have use of our south parkade. Respectfully, these continued misrepresentations cause us significant concern.
- Several proposed measures are suggested in the Binnie report related to restricting access to our west parkade to mitigate Night Market visitors from utilizing it. As stated

in the Bunt report, we don't feel those are practical, but regardless, we feel it should be the Night Market proponent's obligation to work with us on a plan that we deem acceptable in addressing our concerns (acting reasonably) that minimizes abuse of both parkades, not just the west one.

- What actions can be taken to ensure any qualifying commitments relative to the traffic management and parking plan are delivered upon (or not)? This is also a material concern for us, recognizing that the application is deemed a "temporary" event by definition, and thus, the application process is theoretically less rigorous. Again, respectfully, we do not deem this a temporary event when one considers the fact the Night Market is proposed for up to three years, almost six months per year, and three days a week during our prime operating periods.

Again, we appreciate the opportunity to address our concerns and we are committed to working with the City and the Night Market proponents to mitigate the impact of the Night Market as currently proposed. We have experience with similar events conducted adjacent to some of our other properties, and because of this, we don't feel we are embellishing the potential consequences on River Rock. Our two parkades are near capacity now during our prime operating periods, and any decrease in visitation because of a lack of parking or perceived traffic congestion will compromise business levels, which includes the stream of revenue the City currently receives from the operation.

Sincerely,

**GREAT CANADIAN GAMING CORPORATION**

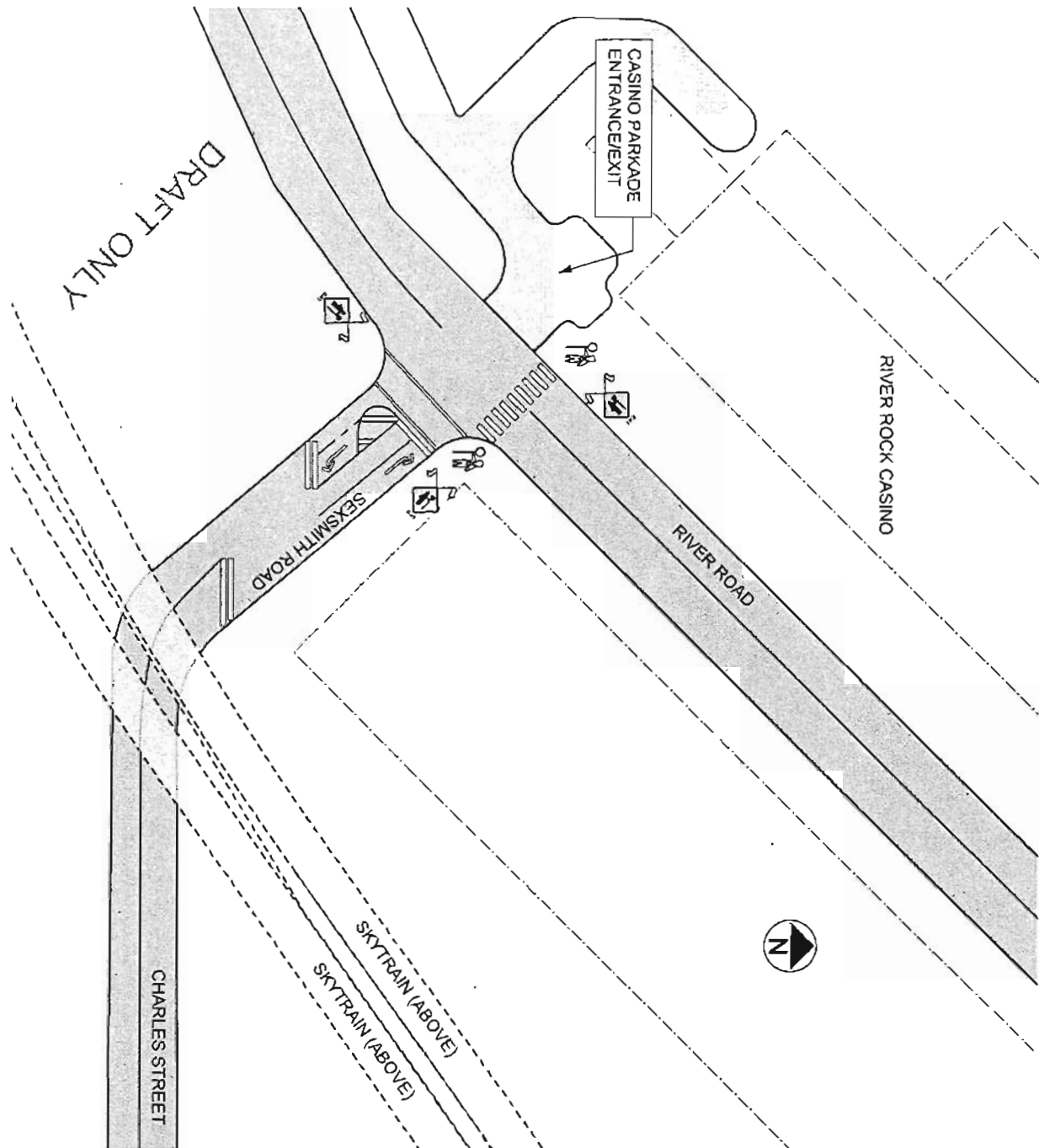


Chuck Keeling  
Executive Director, Stakeholder Relations

2012 Richmond Night Market

## Transportation Requirements

- A maximum of 500 spaces of Lot “A” located at the south end closest to the event entrance maybe identified as pay parking with all the remaining parking available for free. Or, provide a written agreement with the River Rock Casino outlining a mutually acceptable arrangement for the event parking;
- A 20% contingency to be applied to the amount of the bonding fee;
- A minimum of 1150 parking stalls for night market attendees and additional parking required for vendors (300) and event staff. Total of 1450 stalls;
- Provide on-site bicycle parking facilities for a minimum of 50 bicycles;
- Detailed plan required to address parking intrusion into nearby businesses (Casino Parkade & Park Ride) and residential areas as outlined in the attached TMP drawings;
- Traffic control and operations during the event is to be in accordance with the TMP approved by the City’s Transportation Division outlined in the attached TMP drawings;
- Operation of the TMP is to be undertaken by a professional Traffic Control Company with the appropriate trained and certified staff. Costs associated with operations and running of the TMP is the responsibility of the event organizer;
- The TMP is to be monitored by the City’s Transportation Division in consultation with on-site RCMP and Community Bylaws staff and is subject to revision and changes (i.e., alteration of the plan; additional Traffic Control staff) should the need arise. All at the cost of the applicant;
- Posting of signage and erection of barricades and road markings will be undertaken based on the TMP and is to be at the cost of the event organizer;
- The Event organizer is required to implement a marketing and promotion strategy (approved by Transportation Division staff) that encourages night market patrons to take public transit to the event. Specific initiatives to be undertaken by the event organizer is as follows:
  - Discounted transit tickets for night market attendees during the late night periods (after 8:30pm) on the weekends to improve transit trips to the site and also to improve transit rider ship during the time which demands are generally low.
  - Provide small reimbursements to night market attendees if valid transit tickets are shown.
  - Offer promotional gifts to the night market attendees if valid transit tickets are shown.
  - Discuss with future vendors to offer discounted food or drink items if customers can show valid transit tickets.
  - Set up special gift draws to be entered only by the attendees with valid transit tickets.
  - Promote the night market event location and its accessibility by transit through TV commercials, radio commercials and newspaper advertisements.



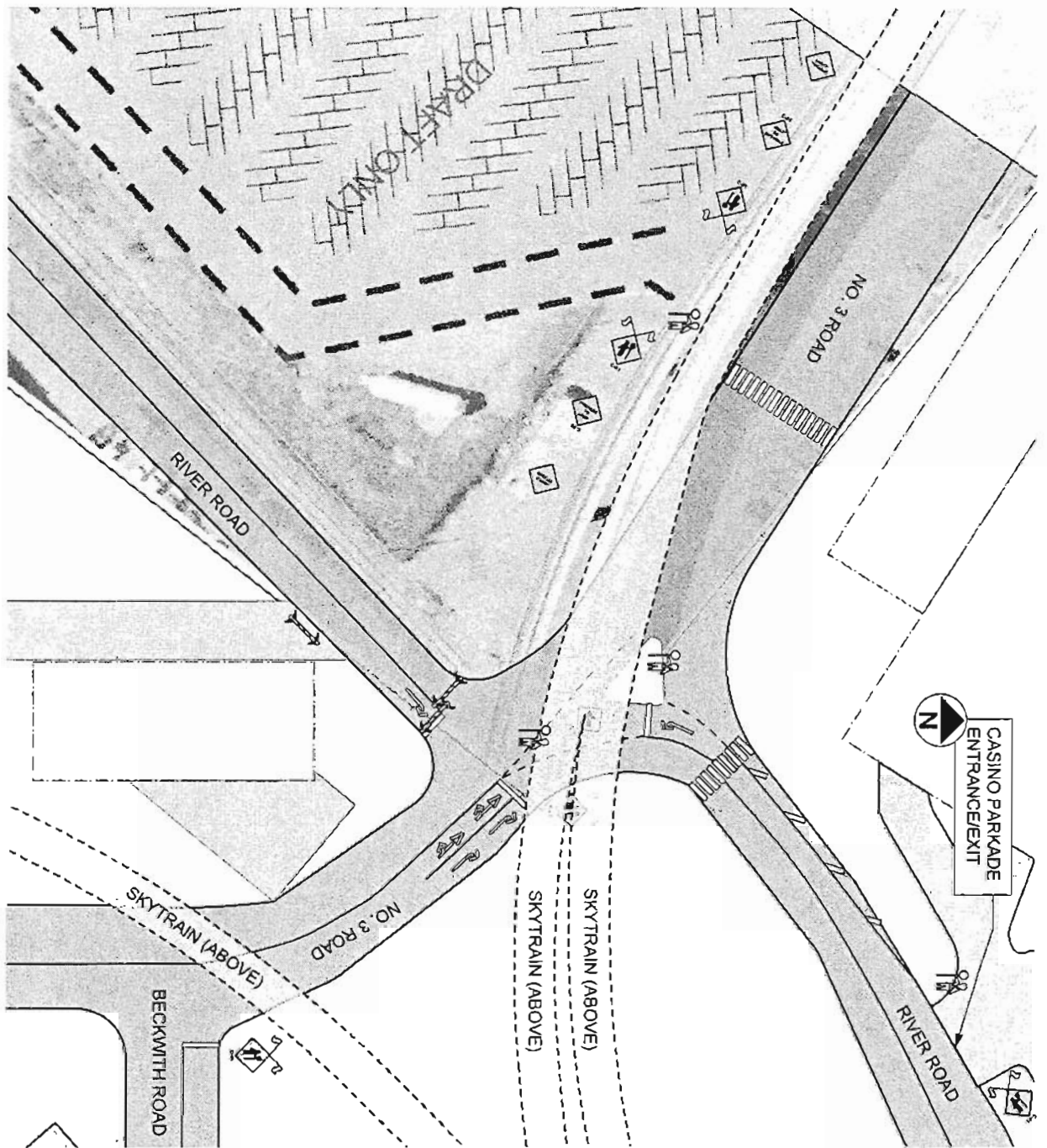
CLIENT: FIREWORK PRODUCTIONS  
LOCATION: RICHMOND, BC  
TRAFFIC MANAGEMENT REQUIRED: 1T6P

**DRAWING TITLE:** PROPOSED 2012 NIGHT MARKET SITE  
[LOCATION: RIVER ROAD & SEXSMITH/CHARLES STREETS]

DATE: JANUARY 9TH, 2012  
SCALE: NTS  
DRAWN BY: TR  
CHECKED BY: LP

**TMP-05**

THIS DRAWING HAS BEEN PREPARED FOR SNC LAVALIN ENVIRONMENT TO MEET THE STANDARDS AND REQUIREMENTS OF THE APPLICABLE PUBLIC AGENCIES. ATC TRAFFIC MANAGEMENT LTD., ITS EMPLOYEES AND AGENTS ACCEPT NO RESPONSIBILITY TO ANY OTHER PARTY, INCLUDING CONTRACTORS, SUPPLIERS, CONSULTANTS AND STOCKHOLDERS OR THEIR EMPLOYEES OR AGENTS FOR LOSS OR LIABILITY INCURRED AS A RESULT OF THEIR USE OF THESE DRAWINGS.



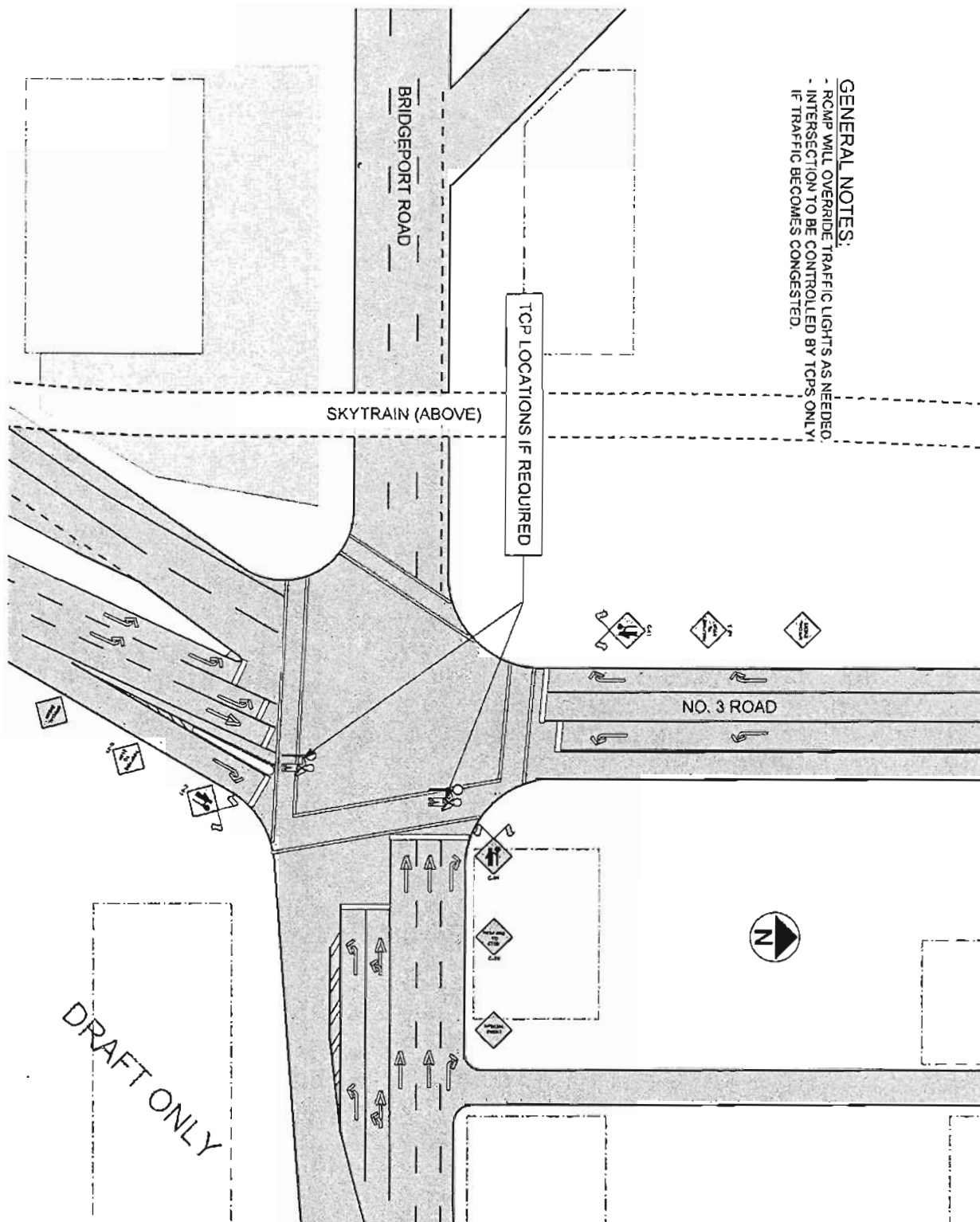
CLIENT: FIREWORK PRODUCTIONS  
LOCATION: RICHMOND, BC  
TRAFFIC MANAGEMENT REQUIRED: 1T6P

DRAWING TITLE: PROPOSED 2012 NIGHT MARKET SITE  
[LOCATION: NO. 3 AND RIVER ROAD] **PLAN - 147**

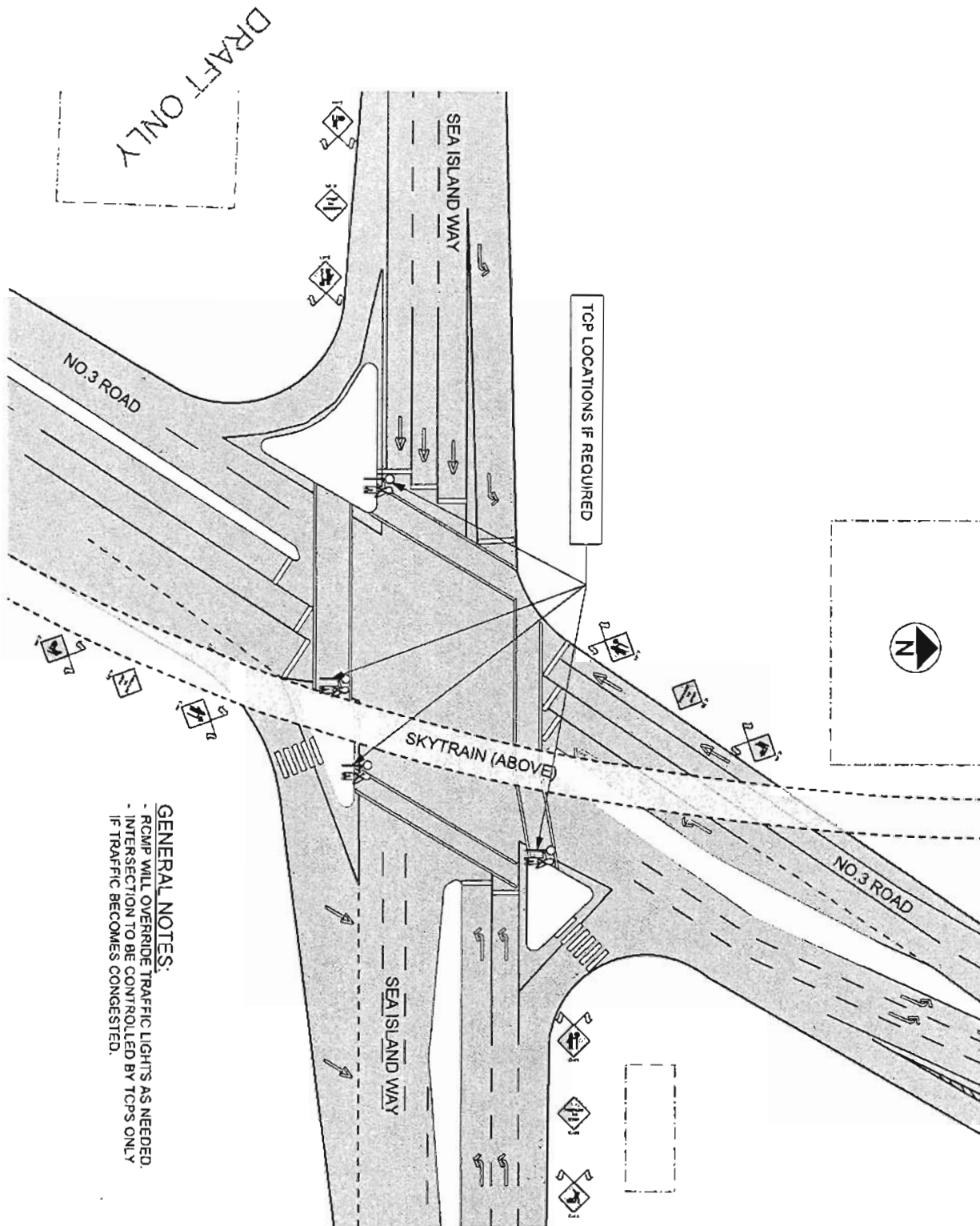
DATE: JANUARY 8TH, 2012  
SCALE: NTS  
DRAWN BY: TR  
CHECKED BY: LP

**TMP-04**

THIS DRAWING HAS BEEN PREPARED FOR SNC LAVALIN ENVIRONMENT TO MEET THE STANDARDS AND REQUIREMENTS OF THE APPLICABLE PUBLIC AGENCIES. ATC TRAFFIC MANAGEMENT LTD., ITS EMPLOYEES AND AGENTS ACCEPT NO RESPONSIBILITY TO ANY OTHER PARTY, INCLUDING CONTRACTORS, SUPPLIERS, CONSULTANTS AND STOCKHOLDERS OR THEIR EMPLOYEES OR AGENTS FOR LOSS OR LIABILITY INCURRED AS A RESULT OF THEIR USE OF THESE DRAWINGS.





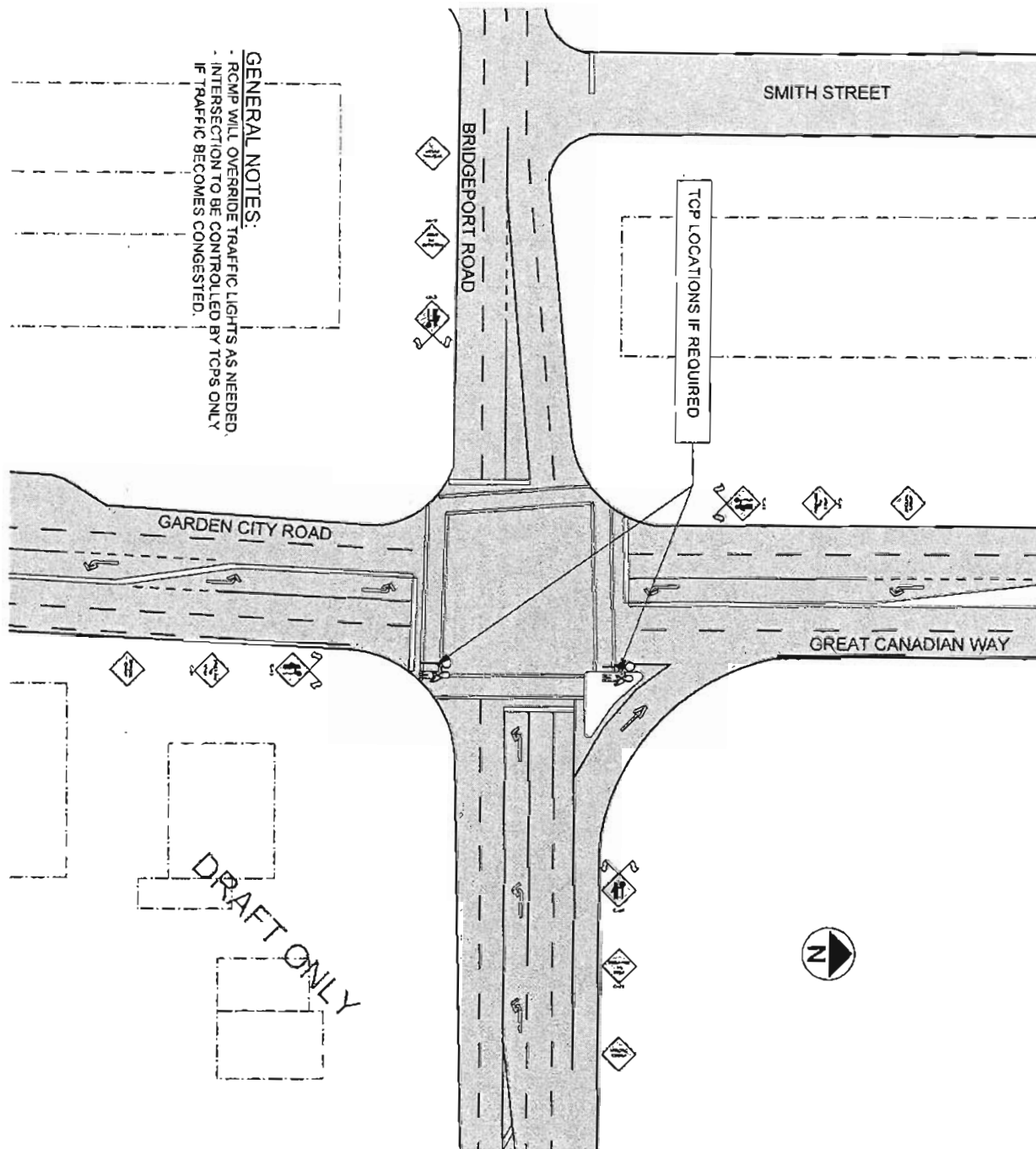


CLIENT: FIREWORK PRODUCTIONS  
 LOCATION: RICHMOND, BC  
 TRAFFIC MANAGEMENT REQUIRED: 1T6P

DRAWING TITLE: PROPOSED 2012 NIGHT MARKET SITE  
 [LOCATION: SEA ISLAND WAY & NO. 3 ROAD]

DATE: JANUARY 9TH, 2012  
 SCALE: NTS  
 DRAWN BY: TR  
 CHECKED BY: LP

TMP-06

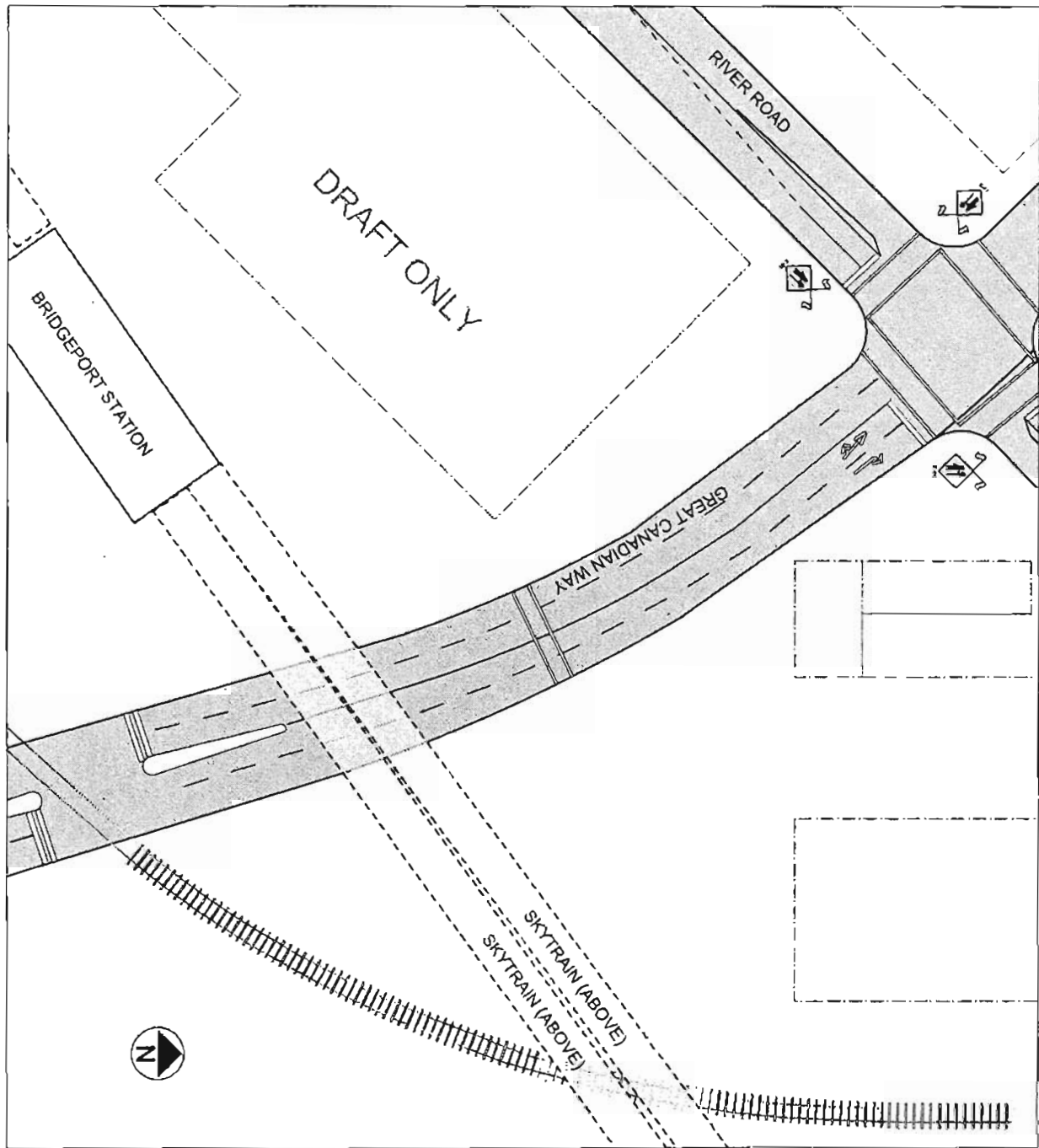


CLIENT: FIREWORK PRODUCTIONS  
LOCATION: RICHMOND, BC  
TRAFFIC MANAGEMENT REQUIRED: 1T6P

DRAWING TITLE: PROPOSED 2012 NIGHT MARKET SITE  
[LOCATION: BRIDGEPORT AND GARDEN CITY.]

DATE: JANUARY 9TH, 2012  
SCALE: NTS  
DRAWN BY: TR  
CHECKED BY: LP

TMP-02



CLIENT: FIREWORK PRODUCTIONS  
 LOCATION: RICHMOND, BC  
 TRAFFIC MANAGEMENT REQUIRED: 1T6P

**DRAWING TITLE:** PROPOSED 2012 NIGHT MARKET SITE  
 [LOCATION: GARDEN CITY TO GREAT CANADIAN WAY.]

PLN - 151

DATE: JANUARY 9TH, 2012  
 SCALE: NTS  
 DRAWN BY: TR  
 CHECKED BY: LP

**TMP-03**

THIS DRAWING HAS BEEN PREPARED FOR SNC LAVALIN ENVIRONMENT TO MEET THE STANDARDS AND REQUIREMENTS OF THE APPLICABLE PUBLIC AGENCIES. ATC TRAFFIC MANAGEMENT LTD., ITS EMPLOYEES AND AGENTS ACCEPT NO RESPONSIBILITY TO ANY OTHER PARTY, INCLUDING CONTRACTORS, SUPPLIERS, CONSULTANTS AND STOCKHOLDERS OR THEIR EMPLOYEES OR AGENTS FOR LOSS OR LIABILITY INCURRED AS A RESULT OF THEIR USE OF THESE DRAWINGS.



**No. TU 11-595782**

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To the Holder: Firework Productions Ltd.  
Sanhurgon Investment Ltd., Inc. No. BC908774

Property Address: 8351 River Road and Duck Island (Lot 87 Section 21 Block 5  
North Range 6 West Plan 34592)

Address: C/O Mr. Raymond Cheung  
3063 – 8700 McKim Way  
Richmond, B.C. V6X 4A5

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1. This Temporary Commercial Use Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Temporary Commercial Use Permit is issued subject to compliance with all the items outlined on the attached Schedule "A" to this permit.
3. Should the Holder fail to adhere and comply with all the terms and conditions outlined in Schedule "A", the Temporary Commercial Use Permit Shall be void and no longer considered valid for the subject site.
4. This Temporary Commercial Use Permit applies to and only to those lands shown cross-hatched on the attached Schedule "B" to this permit.
5. The subject property may be used for the following temporary commercial uses:

A night market event on the following dates:

- May 18, 2012 to October 8, 2012 inclusive (as outlined in the attached Schedule "C" to this permit); and
- May 17, 2013 to October 14, 2013 inclusive (as outlined in the attached Schedule "C" to this permit).
- May 16, 2014 to October 13, 2014 inclusive (as outlined in the attached Schedule "C" to this permit).

The night market event dates and hours of operation shall be in accordance with the attached Schedule "C" to this permit.

The night market event shall be in accordance with the site plan as outlined in Schedule "D" to this permit.

To the Holder: Firework Productions Ltd.  
Sanhurgon Investment Ltd., Inc. No. BC908774

Property Address: 8351 River Road and Duck Island (Lot 87 Section 21 Block 5  
North Range 6 West Plan 34592)

Address: C/O Mr. Raymond Cheung  
3063 – 8700 McKim Way  
Richmond, B.C. V6X 4A5

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6. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.
7. As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Holder if the security is returned. The condition of the posting of the security is that should the Holder fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the City may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Holder, or should the Holder carry out the temporary commercial use permitted by this permit within the time set out herein and comply with all the undertakings given in Schedule "A" attached hereto, the security shall be returned to the Holder.
  - A cash security (or acceptable letter of credit) in the amount of \$178,000 must be submitted prior to March 19, 2012 for the purposes of operating an evening market event during the specified dates set out in Schedule "C" in 2012.
  - A cash security (or acceptable letter of credit) in the amount of \$187,000 must be submitted prior to April 19, 2013 for the purposes of operating an evening market event during the specified dates set out in Schedule "C" in 2013.
  - A cash security (or acceptable letter of credit) in the amount of \$191,000 must be submitted prior to April 18, 2014 for the purposes of operating an evening market event during the specified dates set out in Schedule "C" in 2014.
8. Should the Holder fail to provide the cash security by the dates specified in this permit, the Temporary Commercial Use Permit shall be void and no longer considered valid for the subject site.
9. The land described herein shall be developed generally in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

To the Holder: Firework Productions Ltd.  
Sanhurgon Investment Ltd., Inc. No. BC908774

Property Address: 8351 River Road and Duck Island (Lot 87 Section 21 Block 5  
North Range 6 West Plan 34592)

Address: C/O Mr. Raymond Cheung  
3063 – 8700 McKim Way  
Richmond, B.C. V6X 4A5

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10. Monies outstanding and owed by the Holder to the City of Richmond for costs associated with the previous evening market event must be paid in full by the following dates:

- All monies outstanding from the 2012 event must be paid in full prior to April 19, 2013.
- All monies outstanding from the 2013 event must be paid in full prior to April 18, 2014.

Should the Holder fail to provide any outstanding monies by the date specified in this permit, the Temporary Commercial Use Permit shall be void and no longer considered valid for the subject site.

11. This Temporary Commercial Use Permit is valid for the dates specified in Schedule "C" for 2012, 2013 and 2014 only.

This Permit is not a Building Permit.

AUTHORIZING RESOLUTION NO.  
DAY OF , .

ISSUED BY THE COUNCIL THE

DELIVERED THIS DAY OF , .

---

MAYOR

---

CORPORATE OFFICER

## Schedule "A"

In consideration of the City of Richmond issuing a Temporary Commercial Use Permit (TCUP) for the purposes of operating a night market event for 2012, 2013 and 2014 on the subject site, the event organizer (Firework Productions Ltd. c/o Raymond Cheung) acknowledges and agrees to the following terms and conditions:

### Traffic Management Plan (TMP)

- Traffic control and operations during the event is to be in accordance with the TMP approved by the City's Transportation Division.
- Operation of the TMP is to be undertaken by a professional Traffic Control Company with the appropriate trained and certified staff. Costs associated with operations and running of the TMP is the responsibility of the event organizer.
- The TMP is to be monitored by the City's Transportation Division in consultation with on-site RCMP and Community Bylaws staff and is subject to revision and changes (i.e., alteration of the plan; additional Traffic Control staff) should the need arise.
- Posting of signage and erection of barricades and road markings will be undertaken based on the TMP and is to be at the cost of the event organizer.
- The Event organizer is required to implement a marketing and promotion strategy (approved by Transportation Division staff) that encourages night market patrons to take public transit to the event and is required to include the following provisions:
  - Providing discounted transit tickets for night market attendees during the late night periods (after 8:30pm) on the weekends to improve transit trips to the site and also to improve transit rider ship during the time which demands are generally low.
  - Providing small reimbursements to night market attendees if valid transit tickets are shown.
  - Offering promotional gifts to the night market attendees if valid transit tickets are shown.
  - Discussing with future vendors to offer discounted food or drink items if customers can show valid transit tickets.
  - Setting up special gift draws to be entered only by the attendees with valid transit tickets.
  - Promoting the night market event location and its accessibility by transit through TV commercials, radio commercials and newspaper advertisements.

### Off-Street Parking

- 1,450 total off-street parking stalls required for the night market event under the following provisions:
  - A maximum of 500 stalls can be allocated for pay parking and they must be situated close to the market event area (southwest portion of parking lot "A" as shown on **Schedule "D"**).
  - Pay booths for the pay parking area are required to be located as far into parking lot "A" as possible to maximize the queue length for vehicles entering the site.
  - 650 parking stalls on the night market event site are required to be free.
  - The remaining 300 parking stalls are required to be allocated to night market vendor and parking staff.

#### City of Richmond and RCMP Staffing

- A minimum of 2 RCMP members must be in attendance for each night the event is being held during the hours of operation for the purposes of providing a police presence and overseeing the TMP and general event operations (Note: Implementation and operation of the TMP is required to be undertaken by a professional traffic control company with appropriate trained and certified staff).
- Six (6) hours of dedicated patrol by Community Bylaw Enforcement Officers is required for each day the event is in operation with scheduling at the discretion of Community Bylaws.
- Periodic attendance by Transportation Division and City staff to monitor and oversee the operations of the event and TMP.
- All costs for RCMP members and City staffing at the applicable rates is the responsibility of the event organizers.

#### Implementation of Works on City Property

- Any works on City property is required as a result of the night market event must comply with the following requirements:
  - Works include, but are not limited to construction of asphalt walkways, temporary pedestrian crosswalks and a secondary emergency access to the market event area.
  - Design for works to be undertaken by the appropriate professional and approved by the City.
  - Construction of works to be undertaken through a City Work Order or other appropriate process prior to issuance of the building permit(s) and/or on-site servicing permit for the night market event.
  - All costs associated with the design, construction, maintenance and removal (if required) of works is the responsibility of the event organizer.
  - Enter into the appropriate agreements where necessary for the above referenced works prior to issuance of the building permit(s) and/or on-site servicing permit for the night market event.

#### Required Approvals from External Agencies

Approval from the following external agencies is required prior to operating a night market event on the subject site:

- FREMP/DFO and PMV – The night market event will be required to comply with all components of the consultant's strategy to protect the foreshore along with any requirements/conditions identified by FREMP stakeholders, DFO and PMV. The night market site plan is subject to revision based on the developed strategy and any additional FREMP/DFO/PMV requirements.
- Approval from the Provincial Diking Authority for the secondary emergency access.
- Approval from the Ministry of Transportation and Infrastructure (MOTI) for traffic control provisions identified in the TMP for intersections under MOTI jurisdiction.

#### Flood Construction Level (FCL) Requirements

- All buildings and structures on the subject site must be temporary and cannot be utilized for a period of more than 12 months and must be removed from the event site sometime during the off-season.
- If these criteria are met, temporary buildings and structures are not required to comply with the minimum FCL of 4.35 m.



- Buildings and structures that do not meet these criteria are required to be constructed at a minimum FCL of 4.35 m.

#### Required Legal Agreements

- Completion of a legal agreement will be a requirement of the TCUP to:
  - Identify that the subject site containing the night market event area and off-street parking is outside of the dike and susceptible to flooding.
  - Release and indemnify the City for any damage to building, structures, property, equipment and servicing on the subject site in the event of flooding.
  - This legal agreement is required to be completed prior to issuance of a building permit(s) and site servicing permit for the night market event.

#### Required Permits/Licenses from the City of Richmond and Stakeholders

- Building Permits and on-site servicing permits.
- Business Licenses for all commercial/food vendors to operate at the night market event (including the event operator).
- Vancouver Coastal Health (VCH) permits and licenses for the overall food court area and all food and beverage vendors to operate at the night market event, including inspection approval by VCH staff.

#### Richmond Fire Rescue (RFR) Requirements

- Implementation of a primary emergency response route for access to the event market area. This response route is required to remain clear and unimpeded at all times.
- Implementation of a secondary emergency access at a location approved by Richmond Fire Rescue (i.e., intersection of River Road and West Road) to facilitate access for emergency vehicles, personnel and equipment.
- Implementation of a dedicated approved emergency response route for RFR truck access and turnaround to facilitate access to the proposed parking lot “B” as shown in the night market site plan attached as **Schedule “D”** to the TCUP. This fire access lane is required to be designed to support the expected loads imposed by firefighting equipment to permit accessibility under all climatic conditions.
- Submission and approval of a Fire Safety Plan by Richmond Fire Rescue for the night market event.

#### Night Market Site Plan

- Implementation of the event in accordance to the night market site plan as shown in the TCUP report and attached as **Schedule “D”** to the TCUP.
- Amendments to the night market site plan can be considered if they are required/deemed necessary by City staff or other external agencies/stakeholders (FREMP/DFO/PMV; Provincial Diking Authority; MOTI). Any changes to the night market site plan approved by the City of Richmond will be considered the approved site attached to and forming part of the TCUP.

#### Night Market Operations

- The event organizer is required to provide dedicated event security, parking lot patrollers, event liaison staff and certified first aid staff.

- The event organizer is responsible for providing adequate means of communication amongst event staffing, security, first aid, traffic control personnel, RCMP members and Community Bylaw Officers.
- Clean up and litter removal before, during and after the evening market event each night of operation. Clean-up and litter removal is to be conducted by the event organizers and is to include the subject property as well as surrounding areas impacted by the evening market event.

#### Night Market Event Cancellation Procedure

- In the event of an evening market event closure on any identified operational day, event organizers are responsible for notifying appropriate City staff and RCMP members a minimum of 24 hours prior to the start of the event. Should event cancellation notification be within the 24 hour time period, staffing costs will be incurred based on minimum call out times.
- The event organizer is responsible for notifying all vendors of any event cancellation.

#### Security Bond Requirements

- The event organizer is required to submit an operational security bond to the City in accordance with the terms and conditions identified in the TCUP.
- The operation security bond is required to cover City costs and expenses as a result of the night market event, which includes a contingency fund to address any issues arising during event operations.
- The event organizer is required to pay for additional City costs, in the event that costs exceed the amount submitted in the operational security bond.

#### General Provisions

- At the conclusion of each event operation day, any road modifications (temporary signage, barriers, cones) associated with the TMP must be removed and original road conditions restored to the satisfaction of the Transportation Division staff.
- Upon expiration of this permit or cessation of the permitted use, whichever is sooner, the following shall be completed:
  - The property described in **Schedule "B"** shall be restored to its original condition.
  - Adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond.

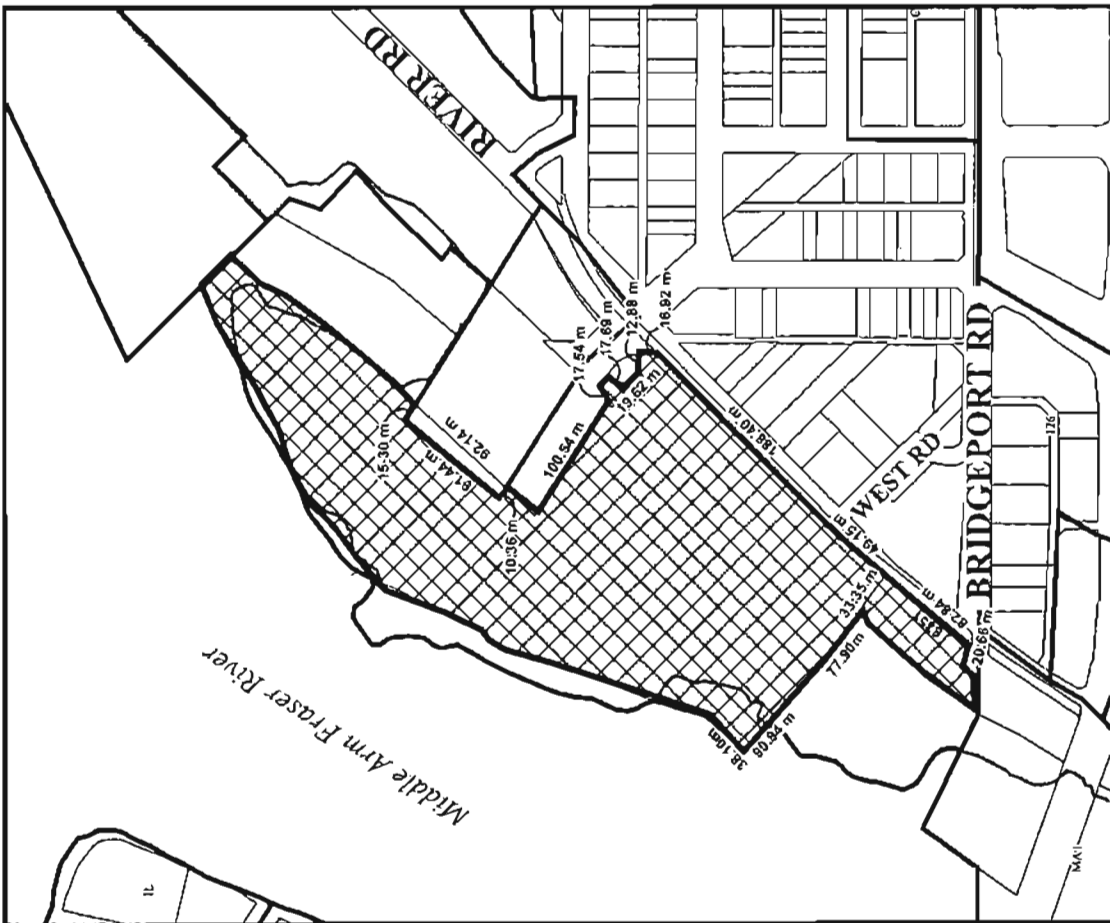
#### Undertaking

- In consideration of the City of Richmond issuing the Temporary Commercial Use Permit, we the undersigned hereby agree to demolish or remove any temporary buildings, structures and signs; to restore the land described in **Schedule "B"**; and to maintain and restore adjacent roads, to a condition satisfactory to the City of Richmond upon the expiration of this Permit or cessation of the permitted use, whichever is sooner.

Firework Productions Ltd.  
by its authorized signatory

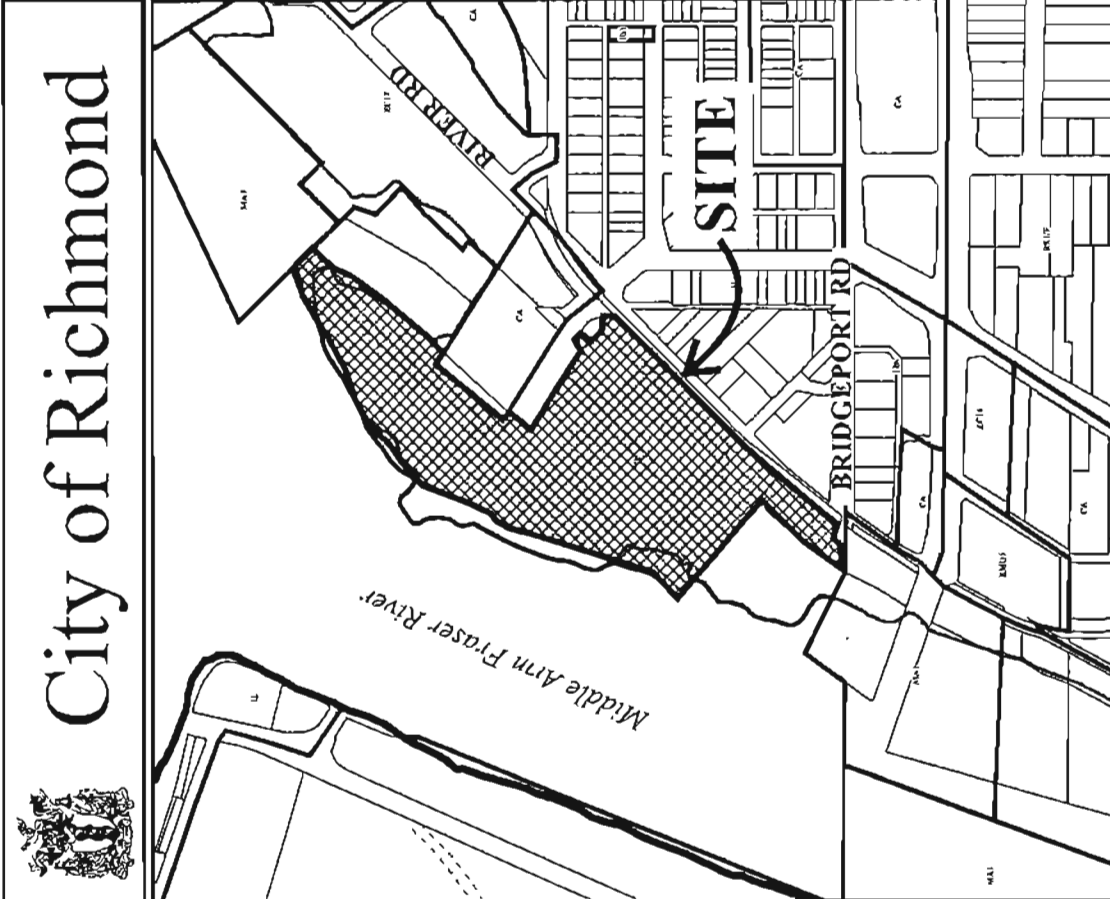
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Raymond Cheung  
Firework Productions Ltd.



Original Date: 02/06/12  
 Revision Date: 02/08/12  
 Note: Dimensions are in METRES

TU 11-595782



City of Richmond



## Schedule "C"

### Evening Market Event Schedule of Dates for 2012

Month	Day	Event Hours	Month	Day	Event Hours
May (7 Days)	18	7pm-12am	June (14 Days)	1	7pm-12am
	19	7pm-12am		2	7pm-12am
	20	6pm-11pm		3	6pm-11pm
	21	6pm-11pm		8	7pm-12am
	25	7pm-12am		9	7pm-12am
	26	7pm-12am		10	6pm-11pm
	27	6pm-11pm		15	7pm-12am
				16	7pm-12am
				17	6pm-11pm
				22	7pm-12am
				23	7pm-12am
				24	6pm-11pm
				29	7pm-12am
				30	7pm-12am
July (14 Days)	1	6pm-11pm	August (14 Days)	3	7pm-12am
	2	6pm-11pm		4	7pm-1am
	6	7pm-12am		5	6pm-11pm
	7	7pm-1am		6	6pm-11pm
	8	6pm-11pm		10	7pm-12am
	13	7pm-12am		11	7pm-1am
	14	7pm-1am		12	6pm-11pm
	15	6pm-11pm		17	7pm-12am
	20	7pm-12am		18	7pm-1am
	21	7pm-1am		19	6pm-11pm
	22	6pm-11pm		24	7pm-12am
	27	7pm-12am		25	7pm-1am
	28	7pm-1am		26	6pm-11pm
	29	6pm-11pm		31	7pm-12am
September (15 days)	1	7pm-12am	October (4 Days)	5	7pm-12am
	2	6pm-11pm		6	7pm-12am
	3	6pm-11pm		7	6pm-11pm
	7	7pm-12am		8	6pm-11pm
	8	7pm-12am			
	9	6pm-11pm			
	14	7pm-12am			
	15	7pm-12am			
	16	6pm-11pm			
	21	7pm-12am			
	22	7pm-12am			
	23	6pm-11pm			
	28	7pm-12am			
	29	7pm-12am			
	30	6pm-11pm			
Total Number of Event Operation Days - 68					

### Evening Market Event Schedule of Dates for 2013

Month	Day	Event Hours	Month	Day	Event Hours
May (8 Days)	17	7pm-12am	June (14 Days)	1	7pm-12am
	18	7pm-12am		2	6pm-11pm
	19	6pm-11pm		7	7pm-12am
	20	6pm-11pm		8	7pm-12am
	24	7pm-12am		9	6pm-11pm
	25	7pm-12am		14	7pm-12am
	26	6pm-11pm		15	7pm-12am
	31	7pm-12am		16	6pm-11pm
				21	7pm-12am
				22	7pm-12am
				23	6pm-11pm
				28	7pm-12am
		29		7pm-12am	
		30		6pm-11pm	
July (13 Days)	1	6pm-11pm	August (15 Days)	2	7pm-12am
	5	7pm-12am		3	7pm-1am
	6	7pm-1am		4	6pm-11pm
	7	6pm-11pm		5	6pm-11pm
	12	7pm-12am		9	7pm-12am
	13	7pm-1am		10	7pm-1am
	14	6pm-11pm		11	6pm-11pm
	19	7pm-12am		16	7pm-12am
	20	7pm-1am		17	7pm-1am
	21	6pm-11pm		18	6pm-11pm
	26	7pm-12am		23	7pm-12am
	27	7pm-1am		24	7pm-1am
	28	6pm-11pm		25	6pm-11pm
				30	7pm-12am
		31		7pm-1am	
September (14 days)	1	6pm-11pm	October (7 Days)	4	7pm-12am
	2	6pm-11pm		5	7pm-12am
	6	7pm-12am		6	6pm-11pm
	7	7pm-12am		11	7pm-12am
	8	6pm-11pm		12	7pm-12am
	13	7pm-12am		13	6pm-11pm
	14	7pm-12am		14	6pm-11pm
	15	6pm-11pm			
	20	7pm-12am			
	21	7pm-12am			
	22	6pm-11pm			
	27	7pm-12am			
	28	7pm-12am			
	29	6pm-11pm			
Total Number of Event Operation Days - 71					

### Evening Market Event Schedule of Dates for 2014

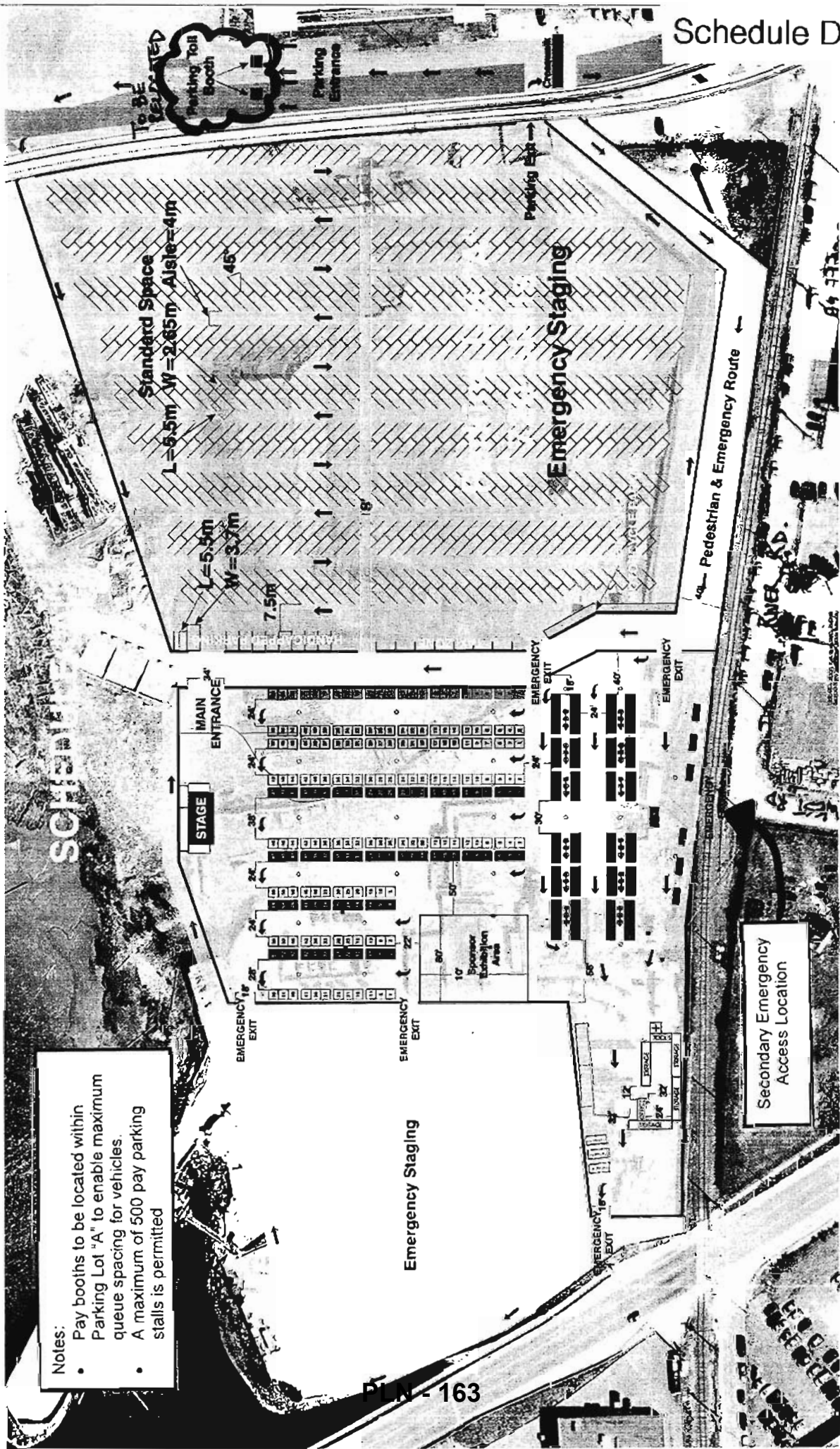
Month	Day	Event Hours	Month	Day	Event Hours
May (9 Days)	16	7pm-12am	June (14 Days)	1	6pm-11pm
	17	7pm-12am		6	7pm-12am
	18	6pm-11pm		7	7pm-12am
	19	6pm-11pm		8	6pm-11pm
	23	7pm-12am		13	7pm-12am
	24	7pm-12am		14	7pm-12am
	25	6pm-11pm		15	6pm-11pm
	30	7pm-12am		20	7pm-12am
	31	7pm-12am		21	7pm-12am
				22	6pm-11pm
				27	7pm-12am
				28	7pm-12am
				29	6pm-11pm
		30*		6pm-11pm	
July (13 Days)	1	6pm-11pm	August (16 Days)	1	7pm-12am
	4	7pm-11am		2	7pm-1am
	5	7pm-12am		3	6pm-11pm
	6	6pm-11pm		4	6pm-11pm
	11	7pm-12am		8	7pm-12am
	12	7pm-1am		9	7pm-1am
	13	6pm-11pm		10	6pm-11pm
	18	7pm-12am		15	7pm-12am
	19	7pm-1am		16	7pm-1am
	20	6pm-11pm		17	6pm-11pm
	25	7pm-12am		22	7pm-12am
	26	7pm-1am		23	7pm-1am
	27	6pm-11pm		24	6pm-11pm
		29		7pm-12am	
		30		7pm-1am	
		31		6pm-11pm	
September (13 days)	1	6pm-11pm	October (7 Days)	3	7pm-12am
	5	7pm-12am		4	7pm-12am
	6	7pm-12am		5	6pm-11pm
	7	6pm-11pm		10	7pm-12am
	12	7pm-12am		11	7pm-12am
	13	7pm-12am		12	6pm-11pm
	14	6pm-11pm		13	6pm-11pm
	19	7pm-12am			
	20	7pm-12am			
	21	6pm-11pm			
	26	7pm-12am			
	27	7pm-12am			
	28	6pm-11pm			
Total Number of Event Operation Days - 72					

# 2012 RICHMOND NIGHT MARKET PROPOSED SITE PLAN

Schedule D

Notes:

- Pay booths to be located within Parking Lot "A" to enable maximum queue spacing for vehicles.
- A maximum of 500 pay parking stalls is permitted

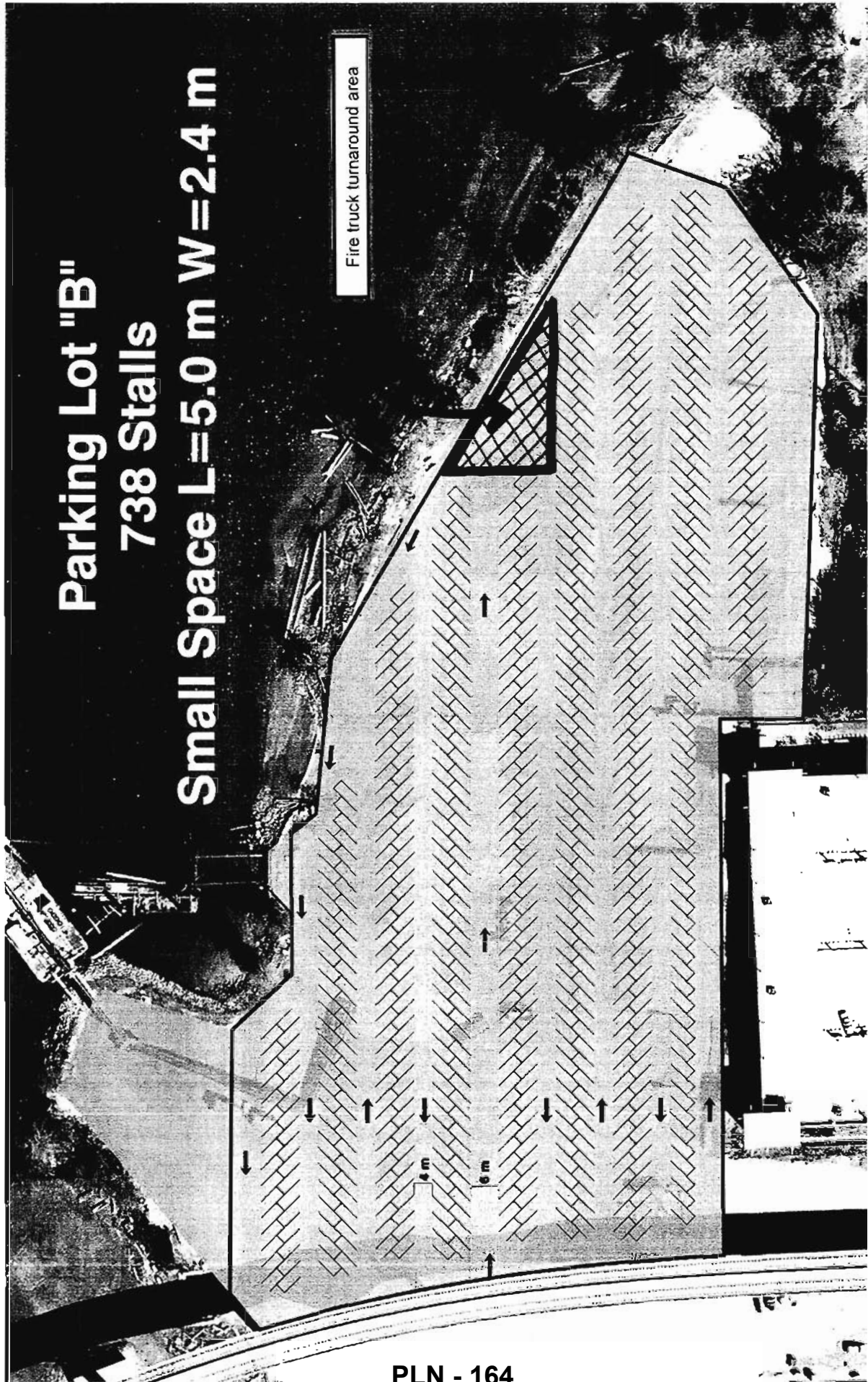


- 228 - 9' x 9' Retail Booth
- 80 - 9' x 9' Food Booth
- First Aid
- Emergency Route
- Fountain
- Garbage Bin
- Fence



**Parking Lot "B"**  
**738 Stalls**  
**Small Space L=5.0 m W=2.4 m**

Fire truck turnaround area







To: Planning Committee  
From: Brian J. Jackson, MCIP  
Director of Development

Date: February 2, 2012

File:

Re: Application by Bastion Development Corporation for Richmond Island

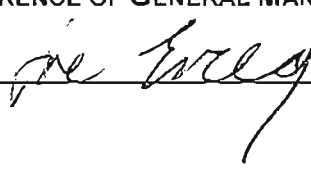
**Staff Recommendation**

That:

1. Water Service to Richmond Island Bylaw No. 8861, authorizing the Service Agreement for the provision of water service by the City of Vancouver to lands commonly known as Richmond Island and legally described as PID: 025-409-018, Parcel A Section 17 and 18 Block 5 North Range 6 West NWD Plan LMP53748 ("Richmond Island"), be introduced and given first, second and third readings;
2. The Chief Administrative Officer and General Manager, Engineering & Public Works be authorized to negotiate and execute an indemnification agreement with North Fraser Terminals Inc. and Milltown Marina & Boatyard Ltd. relating to possible flooding and/or erosion on Richmond Island;
3. Staff be directed to work with FREMP and Port Metro Vancouver to amend the FREMP Richmond Area Designation agreement in keeping with the proposed marina use at Richmond Island; and
4. Staff be directed to advise the BC Environmental Assessment Office that on the basis of the additional work undertaken by the proponent, the City of Richmond has no further objections to the proposed "waive out" from the BC Environmental Assessment review.

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

Att. 4

FOR ORIGINATING DEPARTMENT USE ONLY					
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>		<b>CONCURRENCE OF GENERAL MANAGER</b>		
Taxes	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
Engineering	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
Fire Rescue	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
RCMP	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
Law	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
<b>REVIEWED BY TAG</b>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<b>REVIEWED BY CAO</b>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

## Staff Report

### Origin

Milltown Marina & Boatyard Ltd. has applied to the City of Richmond seeking Council approval for the provision of water utility services by the City of Vancouver for a commercial marina development that they propose to construct on Richmond Island and in the adjacent Richmond Slough in the North Arm of the Fraser River. A location map is provided in **Attachment 1**. Under the *Vancouver Charter*, the City of Vancouver may only provide the water services within Richmond's boundaries if the service agreement is approved by both Richmond and Vancouver City Councils. The *Community Charter* permits Council to consent to the City of Vancouver providing the water service within Richmond's boundaries.

The proposed Milltown Marina and Boatyard is a joint venture between Bastion Development Corporation and the Musqueam Indian Band. The development site is located on lands under the jurisdiction of Port Metro Vancouver (PMV). A development application was made by Milltown Marina and Boatyard Ltd. to PMV in November 2010 and subsequently referred to Richmond for comment in December 2010. The development application remains pending at time of writing and has been updated to include the following key elements:

- Construct and operate a marina and boatyard facility on Richmond Island and in Richmond Slough with land access from the south foot of Bentley Street in Vancouver.
- Construction of a 650 m<sup>2</sup> (7,000 ft<sup>2</sup>) Marine Centre Services building with a marina office, café, marine supplies store and a caretaker's suite.
- Construction of a 280 m<sup>2</sup> (3,000 sq. ft.) Marine Trades building for boat repair and maintenance.
- Upland dry-stack storage for approximately 242 recreational vessels for boats of less than 9 metres (30 ft.) in length.
- Parking for up to approximately 198 vehicles.
- A publicly accessible cycling pathway along the existing access road to the island.
- A public observation facility at the south foot of Bentley Street.
- A new public park at the south east corner of Richmond Island.
- Dock space for approximately 174 recreational vessels in an adjacent waterlot. Slips will accommodate boats of 9 to 24m (30 to 80 ft.) in length.
- A boat gantry crane and walkway ramps connecting the land to the water.
- Creation of a new island for habitat enhancement.

To support the marina development, the project will dredge approximately 70,000 cubic metres from the adjacent Richmond Slough. The slough was reportedly last dredged in 1996. The waterside marine docks will reside partially within Vancouver and partially within Richmond. Conceptual development plans are provided in **Attachment 2**. Basic development statistics are provided in **Attachment 3**.

The development proposal represents a \$15 million dollar investment and will result in up to 50 full time / part time jobs.

## **Background**

As noted above, the Milltown Marina development proposal first came to the City of Richmond's attention through a coordinated project review of the development proposal made by Bastion Development and the Musqueam Indian Band to Port Metro Vancouver (reviewed by Planning Committee on February 8, 2011). After reviewing the report from the Director of Development (dated February 3, 2011 - Redms 3139650) Council provided the following direction to staff at their meeting of February 14, 2011:

- 1) *That Port Metro Vancouver submit a formal application for Rezoning of the Richmond Island site to accommodate the proposed uses outlined in the Milltown Marina and Boatyard Application;*
- 2) *That Port Metro Vancouver provide the City of Richmond with appropriate documentation indemnifying the City for any and all possible flooding or water damage to Richmond Island;*
- 3) *That Port Metro Vancouver Include a request for an Area Designation Agreement amendment with their submission to the Fraser River Estuary Management Program (FREMP);*
- 4) *That staff work with the various agencies and the City of Vancouver to resolve any service provision and tax agreements for this development as necessary;*
- 5) *That staff seek legal opinion regarding the City of Richmond's options; and*
- 6) *That a copy of the report and resolutions be provided to (i) the city of Vancouver Mayor and Council, (ii) the chair and Board Members of Port Metro Vancouver (iii) the Chair of the Metro Vancouver Port Cities Committee, and (iv) the appropriate Federal MPs for Richmond and Vancouver.*

This report provides additional information on the development proposal, outlines how the above resolution was addressed and provides staff's recommendations for responding to the proponent's request for the provision of water services from the City of Vancouver.

## **Findings Of Fact**

### Location and Access

Richmond Island is located within the City of Richmond's municipal boundaries but is accessible by land only through the City of Vancouver. Both the island and the connecting causeway lie just west of the Arthur Laing Bridge on the North Arm of the Fraser River.

### Lot Size

The land portion of Richmond Island is approximately 8.089 ac in area while the Richmond portion of the causeway is approximately 0.644 ac. The causeway supports an existing loading ramp used to transfer soils from development sites onto barges for transport elsewhere. Apart from the loading facility the island currently has no significant physical improvements.

The marina portion of the development will occur within one or more waterlots controlled by PMV that are located partially within Richmond and partially within Vancouver. The water portion of the marina is expected to cover an area of approximately 11,195m<sup>2</sup> (2.8 acres).

#### Richmond OCP Designation and Zoning

Richmond's Official Community Plan (OCP) designates Richmond Island and the causeway as 'Business and Industry'. The proposed use conforms to the City's existing OCP designation.

The site is currently zoned for 'Light Industrial (IL)' use. The proposed use does not conform to the site's current zoning designation.

#### FREMP Designations

Under FREMP the southern side of the island is designated as 'Yellow' and 'Green' coded habitat. The inner slough channel is designated as 'Red' coded habitat. Compensation requirements are being addressed through a Federal Canadian Environmental Assessment Act (CEAA) review.

The Area Designation Agreement between FREMP and the City designates the southern side of the island for 'Industrial' uses and the area within the slough for 'Log Storage'. The proposed use does not conform to the current FREMP Area Designations for the site.

#### Ownership

Ownership of the land portion of the development (i.e. Richmond Island and the causeway) is held by North Fraser Terminal Inc. (NFTI). NFTI is a wholly owned subsidiary of PMV. PMV's control of the adjacent waterlots where the marina docks are proposed to be built derives from head lease agreements with the Province of BC.

#### Existing Utility Services

Richmond does not currently provide any utility services (i.e. sanitary, water or storm services) to Richmond Island. The proponent's request is only for water services to the site. Fisheries and Oceans Canada have approved direct discharge of storm water to the Fraser River which means that City of Richmond storm sewer will not be required at the site. The proponent proposes to address the development's sanitary needs via a holding tank and pump out system. At a future date they may look at a permanent connection to Metro Vancouver's sanitary system.

#### CEAA and BCEAO Reviews

The project has undergone an extensive environmental screening review under the Canadian Environmental Assessment Act (CEAA) involving Fisheries and Oceans Canada, the Vancouver Fraser Port Authority, Environment Canada and Transport Canada.

The environmental assessment was required under the Canada Port Authority Environmental Assessment regulations and was triggered under several sections of CEAA including the fact that the PMV may make Federal lands available to the proponent for the purpose of enabling the project to occur and due to the dredging of 70,000 m<sup>3</sup> of sediment from water areas under Federal jurisdiction.

The review covered a broad range of environmental concerns including site contamination, vegetation impacts, storm water discharge, construction and operational considerations, community benefits, habitat compensation, dredging disposal, archaeological concerns, etc. The concerns raised by the City of Richmond in earlier correspondence regarding flood protection levels and construction standards, as well as the inconsistency of the proposed use in terms of the City's Zoning Bylaw and the FREMP area designations, were also reviewed.

The CEAA review was signed off and approved by the four regulatory authorities on January 6, 2012. In the summary comments the panel noted that the PMV will issue an agreement indemnifying the City of Richmond for damage due to floodwater events. They also note that the PMV's Land Use Plan will be amended "prior to issuing approval for the project and adherence to applicable construction standards will be required in PMV's project permit."

As the Federal Environmental Assessment has been completed, it is anticipated that the proponent will make another submission to the BC Environmental Assessment Office (BCEAO) in support of their application to waive out of the Provincial Environmental Assessment process. As is detailed in the Analysis section of this report, Richmond previously opposed the proponent's waive out request. As will be addressed in the following section, the proponent has worked extensively with the City, and the other regulatory and Non Government Organization (NGO) agencies to address these and other concerns to the extent possible and that reconsideration of a waive out request has merit.

PMV has indicated that it will not issue any permits until the BCEAO has made its decision on the waive out.

## **Analysis**

### Request To PMV For Rezoning Application Submission (Council Resolution Part 1)

Following the February 14, 2011 Council review of the Milltown Marina project, a formal request (letter from Mayor Brodie dated March 2, 2011) was made to PMV requesting that it have the proponent submit the appropriate applications to the City of Richmond.

In his response to the Mayor (letter dated April 27, 2011) the President and Chief Executive Officer for PMV agreed that the situation was complex with economic, environmental and social issues needing to be addressed. The author agreed that servicing issues needed to be resolved with both the City of Richmond and the City of Vancouver noting that PMV planners were working closely with staff at both Cities to find appropriate solutions to the technical issues. The author expressed the PMV's position that the proposed development is "within federal jurisdiction and municipal zoning requirements do not apply".

A subsequent presentation by Robin Sylvester (President and CEO) at General Purposes Committee on May 16, 2011, reiterated the Port's jurisdictional mandate and commented on PMV's commitment to community engagement and investment in Richmond. The Milltown Marina development was identified as one of the current developments under review by the Port.

To time of writing, the only application submitted to Richmond for the Milltown Marina is the Service Agreement application for provision of water services by the City of Vancouver to Richmond Island. Based on discussions with PMV staff, no other applications (i.e. Rezoning, Development Permit, Building Permit, etc.) associated with the Milltown Marina are anticipated.

#### Indemnification Request (Council Resolution Part 2)

Part 2 of the February 14, 2011 Council resolution directed staff to request PMV to provide the City of Richmond with appropriate documentation indemnifying the City for any and all possible flooding or water damage to Richmond Island. This is a key issue from Richmond's perspective since the development is located outside Richmond's dike system. Elevations on the land range from 3.35m Geodetic Survey of Canada (GSC) to 6.62m GSC but varies across the site with the average elevation being +6.0m GSC.

Staff met with PMV staff on March 28, 2011, April 26, 2011 and again on October 13, 2011, to discuss the indemnification issue as well as other details related to servicing the property. Working together PMV and Richmond staff have prepared a legal agreement between North Fraser Terminal Inc. (the registered owner of Richmond Island and a subsidiary of PMV), Milltown Marina & Boatyard Ltd. (the proponent) and Richmond which will release and indemnify Richmond from any claims caused by flooding and/or erosion of the lands. The agreement also specifies a minimum construction elevation of 4.35m GSC for habitable space, which is the current required elevation, under the City's Flood Plain Designation and Protection Bylaw, for developments outside the City's dike system. City staff is seeking authority to finalize and execute the agreement.

#### FREMP Area Designation Amendment (Council Resolution Part 3)

The Area Designation Agreement between the Fraser River Estuary Management Program (FREMP) and the City designates the southern side of the island for 'Industrial' uses and the area within the slough for 'Log Storage'. The proposed marina use does not conform to the current FREMP Area Designations for the site. Part 3 of Council's February 14<sup>th</sup>, 2011 resolution requests that the Port include a request to FREMP to amend the Area Designation Agreement.

In their response to Richmond's Mayor (letter dated April 27, 2011) PMV advised that as part of its referral of the application to FREMP it would request an amendment to the Area Designations to a more appropriate designation. PMV staff have subsequently been in touch with City staff on proceeding with this amendment. Similar amendments will likely be required to the Vancouver designations as well.

The recommendations in this report include a directive that staff work with FREMP and PMV to amend the FREMP Richmond Area Designation agreement in keeping with the proposed marina use at Richmond Island.

#### Resolving Service Provision and Tax Agreements (Council Resolution Part 4)

##### *Provision of Water Services*

The proponent's application for Servicing Agreement is only for water services to the site. Technical reviews by both the City of Richmond and the City of Vancouver have determined

that the most cost effective means of providing water service to the marina will be for water to be provided by the City of Vancouver directly.

Both the *Community Charter* and *Vancouver Charter* allow for the provision of utility services across municipal boundaries with Council approval. A multiparty agreement involving the proponent, the City of Richmond, the City of Vancouver and North Fraser Terminal Inc. has been prepared and forms part of the Bylaw that is being presented to Council with this report for consideration and approval.

The agreement has been written to indicate that the City of Richmond is simply authorizing the provision of water services to the development site by the City of Vancouver. Additional clauses within the agreement provide indemnification for Richmond and an acknowledgement that, should the City of Vancouver terminate or discontinue the provision of water services to Richmond Island, Richmond is under no obligation to step in and provide the service in their stead. Further, Vancouver will not seek payment, reimbursement or compensation of any kind from Richmond for providing the water service. Billing for the water service by Vancouver will be handled directly between Vancouver and the proponent and will not involve Richmond in any way.

#### *Police and Fire Coverage*

Provision of police and fire services were also reviewed by Richmond, Vancouver and the proponent with several options being explored.

In terms of police coverage, Richmond RCMP have advised that it is unable to relinquish its mandate and will provide police coverage for Richmond Island from its Vancouver Airport detachment. Richmond RCMP will be the primary responder. In an emergency the ECOMM dispatch will direct the nearest police services to the site, making use of a standing agreement with the City of Vancouver Police Department. This may mean that City of Vancouver Police may arrive on scene first but will relinquish command once Richmond RCMP services have arrived on scene.

The Richmond Fire-Rescue Division (RFR) has advised that it is capable of providing fire suppression services to Richmond Island. RFR staff have reviewed the situation by map/GIS and timed trials to ensure they will be able to provide the appropriate coverage. Services provided by RFR will be "Fire Protection" services only, and will not include any prevention or Fire code reviews and enforcement. In those events of major emergency Richmond and Vancouver have a mutual aid agreement in place to emergency response coverage.

#### *Transportation Analysis*

While not a direct issue for Richmond since all the roads leading to the site are within the City of Vancouver, Bunt and Associates prepared a Traffic Study for the proponent which concluded that traffic loads from the proposed marina and the dump truck operations adjacent to the development site would be moderate but within the capacity of the existing roadway. The report noted that the peak demand period from users was not expected to overlap peak demand periods on the adjacent roadways thereby resulting in a lower overall traffic impact. The report made



several recommendations for accommodating marina and dump truck traffic with appropriate pavement marking and queuing areas to minimize access disruptions.

#### *Tax and Development Cost Charges*

Confirmation by both Richmond RCMP and Richmond Fire that they are able to provide service coverage to the development site, coupled with direct billing by the City of Vancouver for water service, have helped to simplify how municipal taxation would be applied. There will be no tax transfers between the City of Richmond and the City of Vancouver for the proposed development. Vancouver will tax the development based upon the portion of the development that is located within its jurisdictional boundaries and Richmond will similarly base its taxes on the portion of the development within Richmond. According to the proponent's consultant, approximately 70% of the moorages are within Richmond. The main land development site is entirely within Richmond, with only an access driveway from Bentley Street being within Vancouver.

Since the development site is on PMV lands, no Development Cost Charges (DCC) will be collected for this development. Instead, PMV typically pays a grant in lieu based on the building area portion of a development. Staff anticipate that a grant in lieu will be paid for the development at Richmond Island.

#### Forwarding Report and Resolutions to Others (Council Resolution Part 6)

Part 6 of Council's resolution, "that a copy of the report and resolutions be provided to (i) the city of Vancouver Mayor and Council, (ii) the chair and Board Members of Port Metro Vancouver (iii) the Chair of the Metro Vancouver Port Cities Committee, and (iv) the appropriate Federal MPs for Richmond and Vancouver" was addressed on March 2, 2011 as part of the letter from the Mayor to the President and Chief Executive Officer for Port Metro Vancouver. Copies of this letter, the report and Council's resolutions were forwarded to all of the indicated individuals.

#### Other

##### *Public Consultation*

As part of its PMV application review, the proponent and PMV held a public open house at the Fraser Arms Hotel in Vancouver on June 22, 2011, which was attended by 55 individuals including some from Richmond. Comment sheets from 18 individuals and written submissions from another 14 residents were collected by Port Metro Vancouver. A list of the key themes raised and the proponent's responses are provided in **Attachment 4**.

In addition to the public open house the proponent held several meetings with interest groups to address concerns raised.

One of the primary concerns identified was public access to the waterfront. Working with the Department of Fisheries and Oceans (DFO) and PMV staff the proponent has included a lighted pedestrian / bike pathway connecting Bentley Street to Richmond Island. A public lookout with views to the Fraser River is proposed at the terminus of the pedestrian pathway. A second lookout is planned for the foot of Bentley Street. The conceptual layout for the access and lookouts have been approved by DFO.

*Environmental Concerns*

Extensive studies were carried out by the proponent to investigate concerns related to possible contaminants in the adjacent slough which is proposed to be dredged to accommodate the marina. The tests indicate that levels of contamination are similar to background levels found elsewhere along the Fraser River. Disposal of dredge disposal, whether on land or in the ocean, is regulated by the federal government and must be within acceptable levels of contamination. Disposal at sea is currently being proposed by the proponent and the appropriate permits are being reviewed by Environment Canada.

Concerns have also been raised regarding the possible removal of trees and riparian vegetation resulting in habitat loss. The proponents have indicated that they intend to develop the site to avoid any tree removals. In addition, the proponents have indicated that the development will clean up existing rubble and discarded materials littering the edges of Richmond Slough. The proponents are also proposing to create a new island within the Vancouver side of Richmond Slough entirely for habitat enhancement. The island is shown on the site plan in **Attachment 2**.

*BC Environmental Assessment Waive Out Request*

Since the development project was being reviewed under the Federal Canadian Environmental Assessment Act (CEAA), the proponents sought a waive out for the Provincial Environmental Assessment Act review (BCEAA).

The City provided an initial response through a letter (dated Feb 17, 2011) and a second clarification letter (dated March 2, 2011) to the BC Environmental Assessment Office, identifying a number of concerns from the City's perspective which, to that point, had not been addressed and potentially would not be addressed should the waive out be approved at that time. The concerns identified included the following:

- Richmond opposed the waive out due to economic and liability issues that would affect this community and had not yet been addressed;
- The proposed change in use would result in substantial infrastructure investment in an area unprotected by a dike and therefore greater exposure to the Fraser River;
- PMV was, at that time, unwilling to consider indemnifying Richmond for any flood event impacts while at the same time denying Richmond the ability to review, inspect or approve any building permits for construction on the site;
- No agreement had been reached for the provision of Fire, Police or other utility services; and
- Taxes in the amount of \$50,000 had remained unpaid since 2007.

The BCEAA waive out issue was put on hold pending completion of the Federal CEAA review. In the interim, the proponent, PMV, City of Vancouver and Richmond City staff have worked to resolve the concerns raised to the extent possible. As noted earlier in this report:

- Police and Fire coverage issues have been resolved with primary coverage being provided by Richmond;

- The City of Vancouver will be providing water service upon approval by Richmond and Vancouver City Councils - billing for these services will be handled by Vancouver;
- Tax arrears have since been paid to Richmond; and
- A legal agreement has now been developed with the parties providing indemnification to Richmond for any damage caused by flooding and/or erosion.

In addition, environmental assessments and geotechnical reviews have provided better information about the conditions at the site. The proponent's work with the community to address public access and habitat enhancement have provided stronger community benefits which had not been included in the original submissions.

Based on the progress made to find acceptable solutions to the concerns raised by Richmond, this report includes a recommendation that the BC Environmental Assessment Office be advised the City has no further objections to the proposed "waive out" from the BC Environmental Assessment process.

### **Financial Impact**

None.

### **Conclusion**

Representatives for Milltown Marina & Boatyard Ltd., PMV, the City of Vancouver and City staff have worked cooperatively to address each of the technical issues and concerns associated with the proposed development at Richmond Island to the extent possible.

From a technical perspective, the solutions worked out in terms of Police and Fire coverage, water servicing and billing procedures and taxation are appropriate and supportable. The legal agreements with the City of Vancouver, North Fraser Terminal Inc. and the proponent will provide Richmond with indemnifications relating to the project.

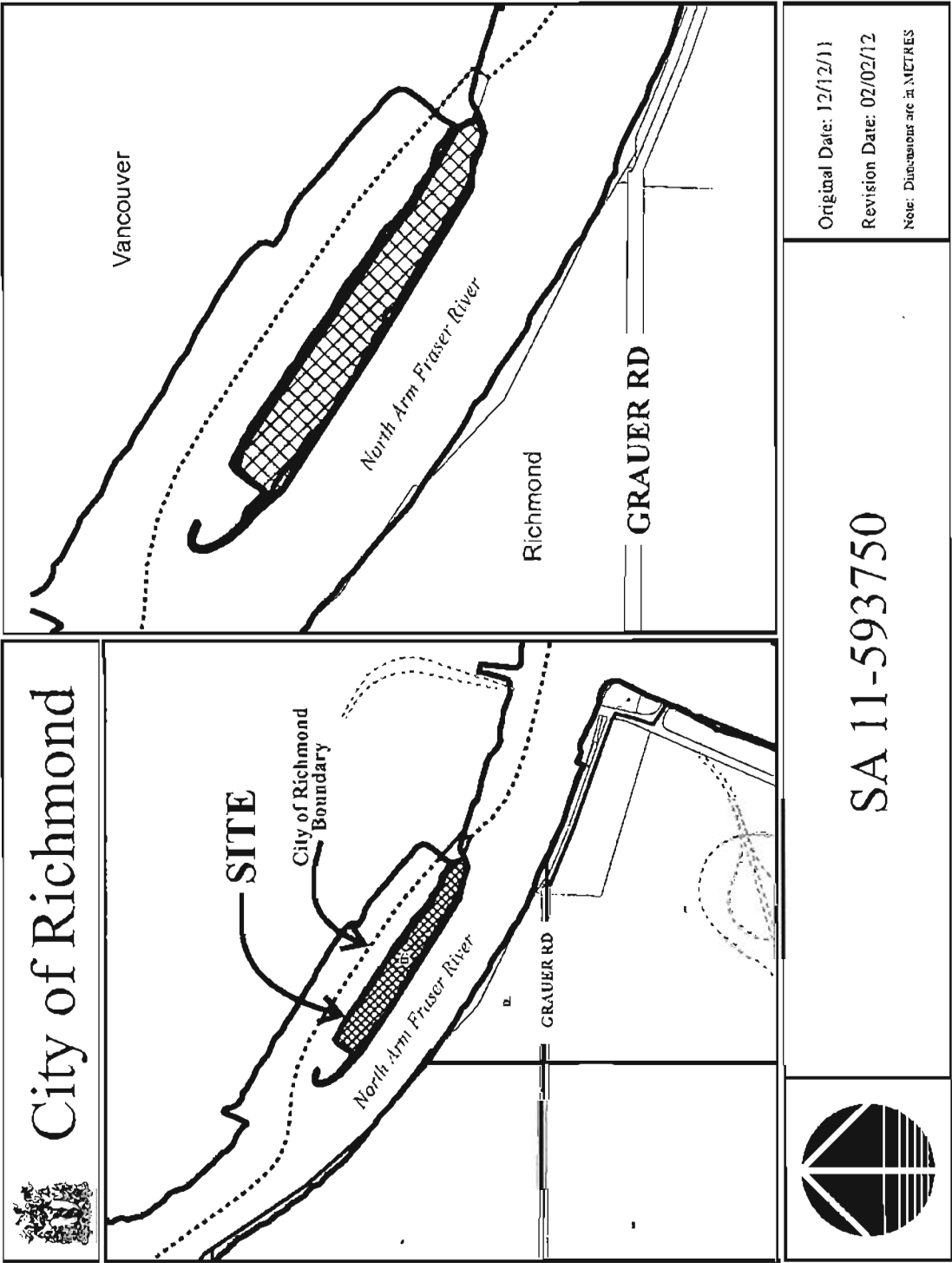
Staff are recommending support for the Milltown Marina & Boatyard Ltd. application for the provision of water services by the City of Vancouver to Richmond Island, the negotiation and execution of the aforementioned flood indemnification agreement and the proponent's waive-out request to BCCEAO.



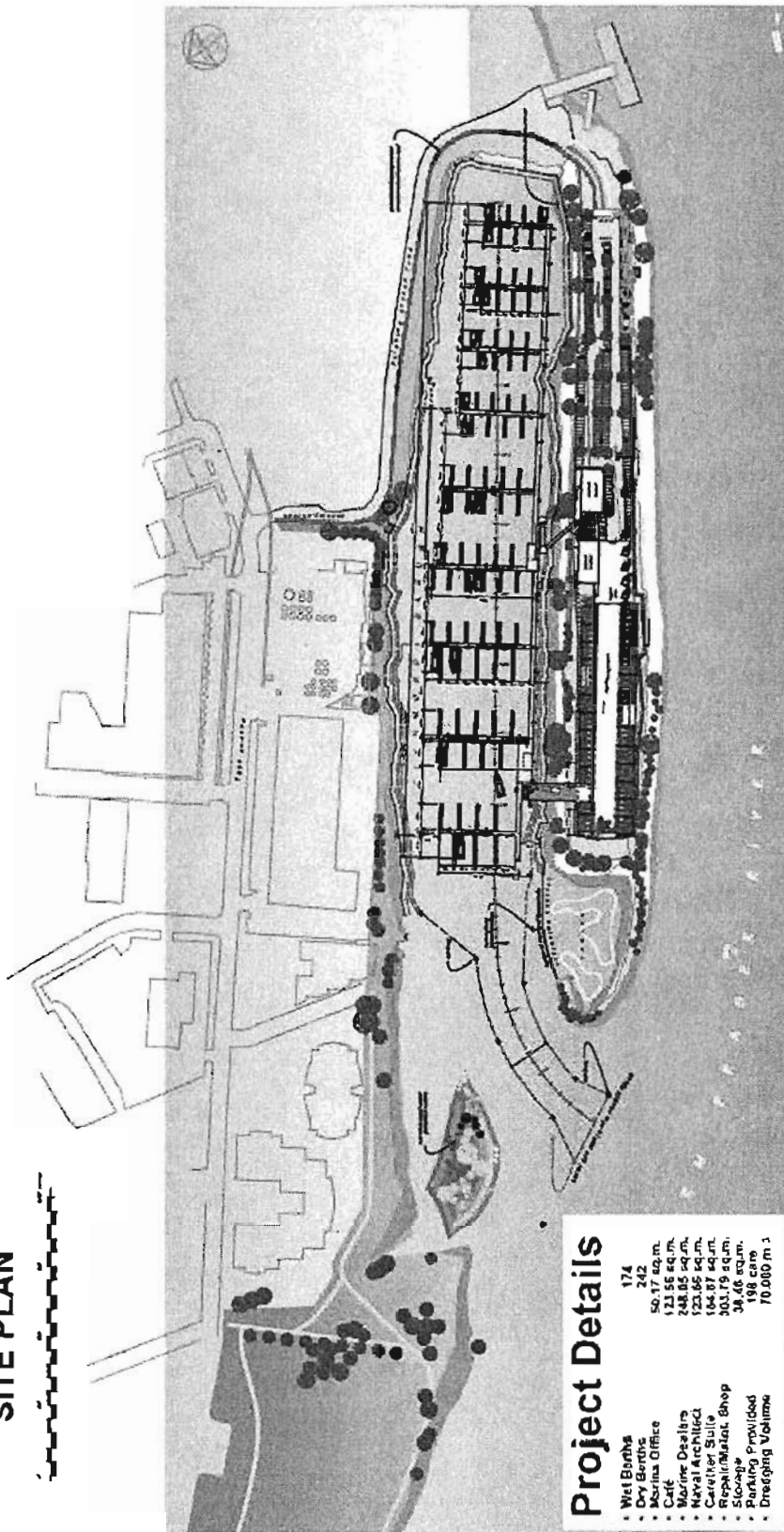
David Brownlee  
Planner 2  
(604-276-4200)

DCB:cas

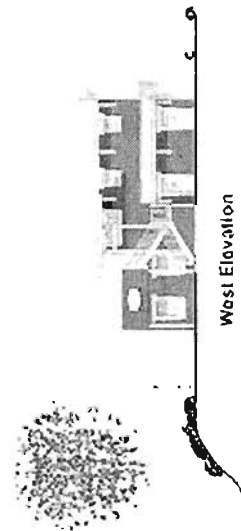
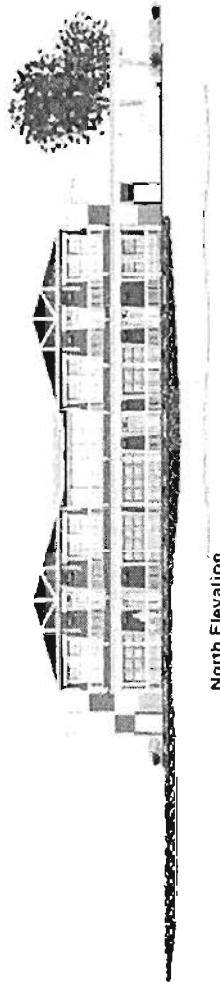
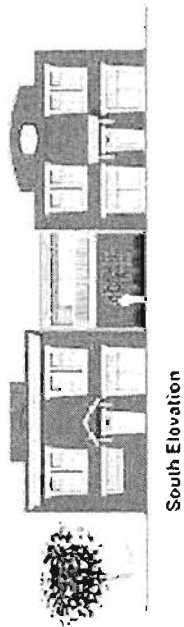
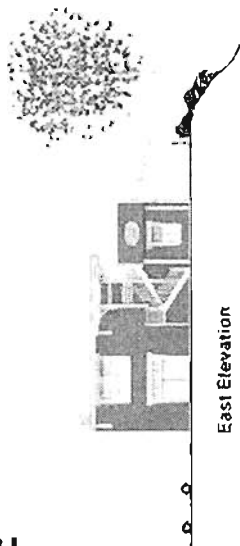
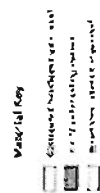
Attachment 1: Location Map  
Attachment 2: Conceptual Development Plans  
Attachment 3: Development Application Data Sheet  
Attachment 4: Proponent Response to Public Comments



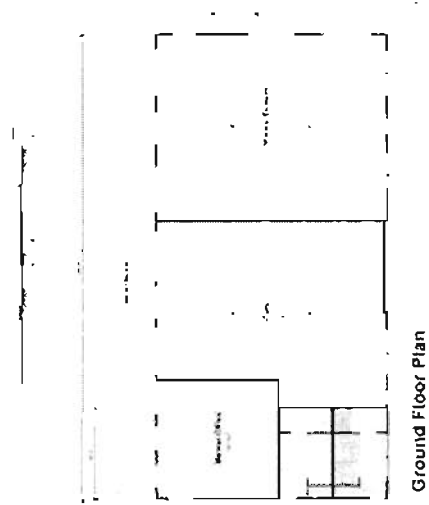
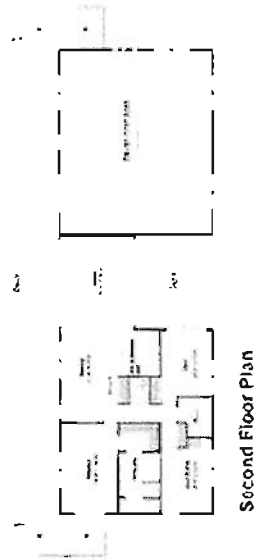
## SITE PLAN



# MARINA CENTRE



- Marina Office
- Washrooms
- Café
- Marine Dealers
- Naval Architect
- Caretaker's Residence

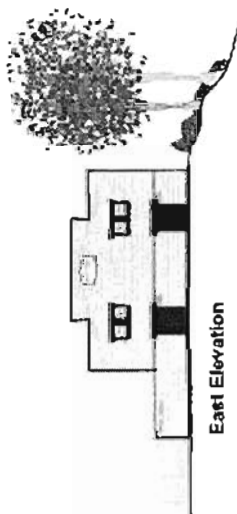


MARINE TRADES

- Boat Repair / Maintenance Shop
- Electrical Distribution
- General Storage

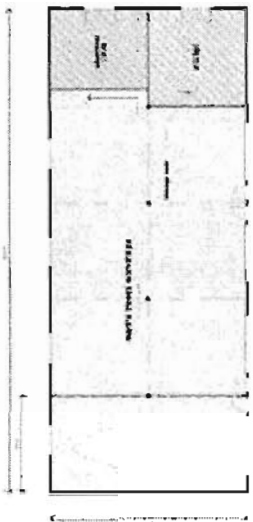


South Elevation

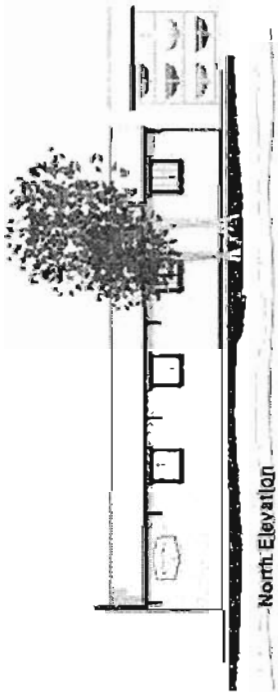


East Elevation

- Material Key
- Concrete and masonry walls / gable ends
  - 8 x 12 cedar siding (shingles)
  - Black iron - cladding in powder



floor plan



North Elevation


**City of Richmond**

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

**Development Application  
Data Sheet**
**SA 11-593750**
**Attachment 3**

Address: Richmond Island PID 025-409-018 (island)

Applicant: Milltown Marina & Boatyard Ltd. (The Musqueam Indian Band & Bastion Development Corporation).

Planning Area(s): Sea Island

	Existing	Proposed
<b>Owner:</b>	North Fraser Terminals Inc. (Port Metro Vancouver)	Same
<b>Site Size (m<sup>2</sup>):</b>	Land: 8.089 acres.	Same
<b>Land Uses:</b>	Vacant	Marina and Boatyard
<b>OCP Designation:</b>	Business and Industry	Same
<b>Zoning:</b>	Light Industrial (IL)	No change to Zoning is proposed by PMV.
<b>Number of Units:</b>	None	1 caretaker residence
<b>FREMP Habitat Designations:</b>	Yellow & Green coded on southern side of the island. Red coded on inner slough.	Same
<b>FREMP Area Designations:</b>	"Industrial" on southern side of island. "Log Storage" on slough margins.	PMV has indicated they will seek an amendment to an as yet to be determined designation.

On Future Subdivided Lots		Proposed	Variance
Floor Area Ratio:		less than 6%	none permitted
Lot Size (min. dimensions):		32,735 m <sup>2</sup>	none
Height (m):		approx. 8.74 m max	none
Off-street Parking Spaces – Total:		198	none



## Proposed Milltown Marina Proponent Response Summary

Key Theme	Detail	Frequency of mentions	Proponent response
<b>Sediment quality and dredged material</b>	Although sediment testing has found acceptable levels of contamination at the surface, concerns were expressed that dredging would uncover more contaminated sediments below. Outfalls in the slough were raised as particular hot spots of potential contamination, as well as the legacy of log storage in the area. The disposal of contaminated sediment was also raised as a concern.	4	Inclusive of at outfall locations, the proponent is doing additional sediment testing throughout and below the areas of proposed dredging. Allowances for either upland or ocean disposal are government regulated.
<b>Impacts of clamshell dredging</b>	Individuals were concerned that sediments stirred up by the dredging would migrate down the river and spread contamination. There was also concern the dredging would negatively affect the hydrology and currents in the river. A request for public observers during dredging was made.	2	Dredging would be performed and monitored in keeping with Environment Canada, Department of Fisheries & Oceans and Transport Canada Navigable Waters accepted practices. There are several safe areas along Richmond Slough from which the public could observe dredging.
<b>Traffic Impacts</b>	There was worry that the volume of cars going to the marina would exacerbate existing congestion problems at nearby intersections. Safety issues related to increased traffic was also raised as a concern as well as an overprovision of parking	4	Marina patrons typically access marinas on summer weekends, outside the peak weekday traffic flows of commuters. The traffic studies for the proposed marina confirm that the surrounding road system, as well as parking area at the proposed marina, is quite sufficient to accommodate the traffic generated by marina patrons.
<b>Impacts on fish habitat</b>	Richmond slough was highlighted as an area that could be used for natural fish habitat. There was concern the development would reduce the quality of available fish habitat. The need to compensate for any habitat loss was emphasised	5	Habitat improvements to Richmond Slough that would increase its productivity over its current levels have been proposed to the Department of Fisheries and Oceans.
<b>Impacts on bird and animal habitat</b>	There was concern that boat moorage in the slough would reduce the available surface area for water birds. A reduction in habitat for other land animals was also noted and a wildlife study was called for. Replacement of any trees removed for the development at a 2:1 ratio was recommended.	4	Surface coverage of Richmond Slough in its present use for log boom storage is often 25% greater than surface coverage measured for the proposed marina at 100% occupancy. Habitat improvement plans in Richmond Slough include a habitat islet for wildlife. The proposed development has been arranged to keep all existing trees intact.

<b>Water quality</b>	There were concerns that the marina would negatively impact water quality through sewage release and oil spills from boats in the marina. The need for an oil spill plan, sewage handling and boat repair policies for the marina was noted. Opening the top end of the slough was called for to reduce stagnancy of water	4	The marina will operate under the highest environmental best practices for marina & boyard operations. 30% + of the water in Richmond Slough is exchanged at every tide.
<b>Marine noise impacts</b>	The potential for increased noise from small watercraft and seadoos was noted as a concern	1	No seadoos, personal watercraft or jet skis will be allowed as tenants of the marina.
<b>Good use of land and custodial benefit</b>	Individuals thought the site was well suited for a marina and were pleased to see this vacant site put to use. The project was seen as a way to clean up existing debris in the slough and prevent further dumping in the future.	8	The site is easily accessible to the community and the in water marina portion well protected from the wakes of river traffic. The rubble and discarded materials littering the edges of Richmond Slough will be cleaned up as part of the development
<b>Economic opportunity</b>	The project was seen as a good economic opportunity for both the general area and the Musqueam band in particular	4	The project development cycle will spend \$15 + million in the local B.C. Economy and on completion will create up to 50 fulltime/part time jobs.
<b>Moorage demand</b>	Comments noted that the project would help meet significant moorage demand in Lower Mainland and make boating more accessible for a wide range of people in the Greater Vancouver area	13	The types and sizes of boats most commonly desired by community members and families are the basis of the In water marina and dry storage design. This is not a superyacht marina, but one that caters to the community at large by creating moorage for boats starting at 18ft.
<b>Positive Impact on pedestrian, cycling and public access</b>	New opportunities for walking and cycling in the area were highlighted as a positive aspect of the proposal, though it was stressed that the walkway should be linked up with the existing path to the east of the site. The opportunity to include interpretive materials in the public spaces was highlighted.	5	The development plans include bike/pedestrian pathway access from the foot of Bentley St. onto Richmond Island as well as a riverfront park/interpretive area on Richmond Island overlooking the Fraser River
<b>Inadequate pedestrian, cycling and public access</b>	A desire to see Richmond Island turned into a public park and habitat area was expressed, particularly given new high density development in the area. The need to increase public access through a look out at the foot of Bentley Street, as well as a public canoe and kayak launch, was noted	4	Development plans include a public lookout at the foot of Bentley Street. The proponent feels that novice canoeists or kayakers should not be encouraged to paddle the North Arm of the Fraser River due to periodic strong currents
<b>General supportive comments</b>	These comments expressed general support for the project, for example 'Great idea,' or 'Sounds good.'	6	



**Water Service To Richmond Island Bylaw No. 8861**

The Council of the City of Richmond enacts as follows:

1. Council hereby consents to the provision of water service by the City of Vancouver to lands commonly known as Richmond Island and legally described as PID: 025-409-018, Parcel A Section 17 and 18 Block 5 North Range 6 West NWD Plan LMP53748 ("Richmond Island").
2. The Chief Administrative Officer and General Manager, Engineering and Public Works are authorized to execute and deliver a service agreement for the provision of water service by the City of Vancouver to Richmond Island, substantially in the form set out in Schedule A of this Bylaw.
3. This Bylaw is cited as "**Water Service to Richmond Island Bylaw No. 8861**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

_____
_____
_____
_____

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

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## SERVICE AGREEMENT

### WATER SERVICE TO RICHMOND ISLAND

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"),

**BETWEEN:**

CITY OF VANCOUVER, a municipal corporation, having  
an office at 453 West 12<sup>th</sup> Avenue, Vancouver,  
British Columbia, V5Y 1V4

("Vancouver")

**AND:**

THE CITY OF RICHMOND, a municipal corporation,  
having an office at 6911 No. 3 Road, Richmond,  
British Columbia, V6Y 2C1

("Richmond")

**AND:**

VANCOUVER FRASER PORT AUTHORITY, a port  
authority established pursuant to the *Canada Marine  
Act* and agent of Her Majesty the Queen in Right of  
Canada, doing business as Port Metro Vancouver, having  
an office at 100 The Pointe, 999 Canada Place,  
Vancouver, British Columbia, V6C 3T4

("PMV")

**AND:**

NORTH FRASER TERMINALS INC., a wholly-owned  
subsidiary of the Vancouver Fraser Port Authority,  
having an office at 100 The Pointe, 999 Canada Place,  
Vancouver, British Columbia, V6C 3T4

("NFTI")

**AND:**

MILLTOWN MARINA & BOATYARD LTD. (BC0919079),  
having an office at #500-1681 Chestnut Street,  
Vancouver, British Columbia, V6J 4M6

(the "Developer")

(The above listed parties are hereinafter sometimes referred to individually as "Party"  
and collectively as the "Parties")

**BACKGROUND:**

- A. PMV intends to grant the Developer a permit that permits the Developer to construct, and NFTI intends to grant the Developer a lease to operate, a marina on lands commonly referred to as Richmond Island, having a legal description of: PID: 025-409-018, Parcel A, Section 17 and 18, Block 5 North Range 6 West, New Westminster District Plan LMP53748 (the "Lands").
- B. The Lands are owned by NFTI and are located within the municipal boundaries of the City of Richmond but are accessible by land only from Vancouver by means of Bentley Street, Vancouver and a private road constructed pursuant to Easement No. BW274184 (the "Easement") registered over lands located at 9150 Bentley Street and legally described as PID: 007-044-640, Block 1 Except: Part on Plan BCP9773 District Lots 318, 3869 and 3871 Plan 19037 ("Block 1").
- C. The Developer requires water service to the Lands for use by the Marina. The Developer and NFTI have requested that Vancouver provide such service to the Lands and Richmond has agreed to permit Vancouver to provide this service within Richmond's boundaries.
- D. Pursuant to section 192.1 of the *Vancouver Charter*, Vancouver may provide water service to the Lands by way of an agreement with Richmond that, pursuant to the *Vancouver Charter*, must be ratified by a by-law adopted by council for both Vancouver and Richmond.
- E. Richmond and Vancouver have each obtained authorization from their respective City Councils to enter into this agreement, which authorization has been ratified by City of Vancouver Bylaw No. \_\_\_\_\_ and City of Richmond Bylaw No. \_\_\_\_\_ and this agreement sets out the rights and obligations of each Party with respect to water service to the Lands.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. INTERPRETATION AND DEFINITIONS**

- 1.1. Except as otherwise defined herein, the following terms will have the following meanings in this Agreement:
  - (a) "Approved Plans and Specifications" means the design and working plans and specifications for the Water Works, including those attached hereto as Schedule A, as prepared by the Developer at its cost and as approved by the City Engineer prior to commencement of the Water Works, together with any revisions proposed by the Developer and approved by the City Engineer;
  - (b) "Backflow Prevention Device" means a device to be installed by the Developer as part of the Water Works which is intended to prevent contamination of Vancouver's water system, as further specified in the City of Vancouver *Water Works By-Law No. 4848*;
  - (c) "City Engineer" means the chief administrator from time to time of the City of Vancouver's Engineering Services Department and his successors in function and their respective nominees or delegates;
  - (d) "Discontinue Water Service" means to terminate the arrangement set out in this Agreement for the supply of Water to the Lands and to shut off the Service Pipe, disconnect it, or remove it in whole or in part;
  - (e) "Easement Area" means, for the purposes of this Agreement, the private road and appurtenant works and utilities leading from Bentley Street, Vancouver, to the Lands

over which the Easement grants access to NFTI and its servants, agents, tenants, sub-tenants, employees, contractors, customers, visitors and invitees and within which portions of the Water Works will be built;

- (f) "Event of Force Majeure" means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including Richmond or Vancouver (provided that such orders were not issued as a result of an act or omission of the Developer, or anyone employed or retained by the Developer), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a Party, does not arise from the neglect or default of a Party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Developer's lack of funds or financial condition (and for greater certainty, a strike or lockout, including illegal work stoppages or slowdowns, will be considered beyond the reasonable control of a Party and not to arise from the neglect or default of that Party, it being understood that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that Party);
- (g) "Losses" means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses (including, without limitation, legal fees, disbursements and expenses), indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (h) "Lot D" means those lands adjacent to both the Lands and Block 1 owned by NFTI and currently leased to Fraser River Pile & Dredge (GP) Inc. legally described as PID: 003-335-232, Lot D District Lots 3869 and 3871, Group 1 NWD reference Plan 63530;
- (i) "Marina" means the proposed Milltown Marina to be constructed on the Lands pursuant to a lease entered into between the Developer and NFTI;
- (j) "Personnel" means any and all of the elected and appointed officials, directors, officers, employees, servants, agents, nominees, delegates, permittees, licensees, contractors, subcontractors, invitees, customers and volunteers of a Party;
- (k) "Private Service Pipe" means the pipe and appurtenant fittings to be constructed by the Developer in the Easement Area, Lot D and the Lands that are intended to provide Water Service to and within the Lands for use by the Marina and will be connected to the Service Pipe;
- (l) "Service Connection" means a connection of the Private Service Pipe to the Service Pipe by a flexible rubber joint connector to prevent any force being transferred to the Service Pipe;
- (m) "Service Pipe" means the Vancouver-owned pipe and appurtenant fittings, either on a Vancouver street or within an easement, intended to carry water from Vancouver's water main to the farthest downstream Vancouver-installed fitting, with Vancouver ownership extending to the downstream face of the Vancouver fitting, such face to be located, unless otherwise approved by the City Engineer pursuant to the Water Works By-law, no less than 0.3 metre and no more 1.0 metre from the property line on Vancouver property, or the boundary of an easement within such easement;

- (n) "Unit" means 2,831.6 litres of Water or such other amount as may be defined in the City of Vancouver *Water Works By-Law No. 4848*, as may be amended from time to time.
- (o) "Water" means treated drinking water originating from the Greater Vancouver Water District;
- (p) "Water By-Laws" means the City of Vancouver *Water Works By-Law No. 4848* and the *Water Shortage Response By-law No. 8912*, as may be amended, replaced or superseded from time to time;
- (q) "Water Service" means the supply of water by Vancouver to the Lands for normal residential, commercial or industrial purposes and for fire protection purposes, but not including other uses which Vancouver deems to be special or extraordinary; and
- (r) "Water Works" means the Private Service Pipe and appurtenant fittings, including, without limitation, the Backflow Prevention Device, to be constructed by the Developer in Bentley Street (as applicable), the Easement Area, Lot D and the Lands that are intended to provide water service to and within the Lands as further described in Schedule A.

## 2. CONSTRUCTION AND MAINTENANCE OF WATER WORKS

### 2.1. The Developer will, at its sole cost:

- (a) construct the Water Works in accordance with the Approved Plans and Specifications and the Water Bylaws and any and all applicable laws, bylaws, approvals and permits applicable to the Water Works by any governmental bodies having jurisdiction including, without limitation, Vancouver, Richmond and PMV, and pay all requisite fees for such application and issuance;
- (b) construct the Water Works diligently, in a good and workmanlike manner strictly in accordance with any approved plans and specifications and the requirements of this Agreement and accepted industry standard construction practice;
- (c) ensure that all materials used in the Water Works are of good quality and free from defect and suitable for the uses to which they will be put; and
- (d) promptly correct any defects or variations in construction as reported to the Developer by its contractor, subcontractors, Vancouver, Richmond, PMV, any other governmental authority having jurisdiction or a member of the public.

### 2.2. The Developer will, at its sole cost continuously, maintain, reconstruct or repair the Water Works to the satisfaction of the City Engineer, and in particular, without limiting the foregoing, will:

- (a) keep the Water Works in good repair at all times so that the Private Service Pipe is free from leakage and any leaks that occur are promptly repaired and so that at all times the Backflow Prevention Device is operating properly;
- (b) protect the Water Works from frost and other damage;
- (c) replace the Water Works which cannot be kept in good repair with items and materials of equal kind, value and utility;

- (d) not do nor suffer anything which adversely affects provision of Water Service, except as permitted or required by this Agreement; and
  - (e) not alter the Water Works except to repair or replace the Water Works as permitted or required by this Agreement.
- 2.3. The Developer will be the “prime contractor” (as defined in the *Workers Compensation Act*) for WorkSafeBC purposes in respect of the construction, repair and maintenance of the Water Works performed by or on behalf of the Developer and accept all responsibilities of the prime contractor as outlined in the *Workers Compensation Act* (Part 3) and the *WorkSafeBC Occupational Health & Safety Regulation*, excepting that the Developer may engage a contractor to perform the construction, repair and maintenance of the Water Works and cause such contractor to agree to act as the prime contractor. The Developer will at all times carry WorkSafeBC coverage and will pay all WorkSafeBC assessments and fees.

### 3. INSPECTION OF WATER WORKS

- 3.1. The Developer acknowledges and agrees that the construction, repair and maintenance of the Water Works will be subject to inspection by the City Engineer to ensure that the construction, repair and maintenance of the Water Works have been constructed in accordance with the Approved Plans and Specifications and to the satisfaction of the City Engineer. Within 10 days of completion of the construction, repair and maintenance of the Water Works, the Developer will provide Vancouver with written notice of substantial completion of the construction, repair and maintenance of the Water Works and arrange an inspection of the construction, repair and maintenance of the Water Works to be conducted by the City Engineer. Following receipt of such notice, the City Engineer will inspect the construction, repair and maintenance of the Water Works, and if during such inspection, a defect or deficiency with respect to the Approved Plans and Specifications is observed, the City Engineer will direct the Developer to remedy the defect or deficiency within a specified time period and the Developer will thereafter work diligently to complete all defects and deficiencies by the specified dates.

- 3.2. Notwithstanding that the City Engineer may:

- (a) require the Developer to make changes to the Approved Plans and Specifications; or
- (b) inspect all or part of the construction, repair and maintenance of the Water Works, or supervise aspects of the construction, repair and maintenance of the Water Works,

all design, installation, construction, maintenance and repair responsibility and supervisory responsibility will remain exclusively with the Developer and no such responsibility will rest with the City Engineer or Vancouver, Richmond or PMV; and neither the City Engineer, nor Vancouver, Richmond or PMV will be liable to the Developer or its Personnel for the safety, adequacy or soundness of the construction, repair and maintenance of the Water Works by reason of any inspections made, changes required or approvals given with respect to the construction, repair and maintenance of the Water Works. Any approval given by and any inspection carried out by the City Engineer pursuant to this Agreement or concerning the construction, repair and maintenance of the Water Works will be for the purposes only of ensuring compliance with this Agreement from the point of view of Vancouver as contracting party, and no inspection or approval given by the City Engineer will relieve the Developer from its obligation to comply strictly with the terms of this Agreement nor will the giving of any approval or confirmation of satisfaction constitute a waiver or release by the Vancouver of any duty or liability owed to Vancouver of any indemnity given by the Developer to Vancouver.



**4. OWNERSHIP OF WATER WORKS**

- 4.1. During the term of this Agreement and at all times thereafter unless otherwise agreed to between the Parties or as provided for herein, the construction, repair and maintenance of the Water Works will be and will remain the absolute property of the Developer.
- 4.2. If at any time, the Developer is no longer the occupier or tenant of the Lands and such responsibilities for maintenance and repair of the Water Works have not been assigned to and assumed by another entity, NFTI will assume ownership of the Water Works and will assume responsibility for maintaining, repairing and replacing (if necessary) the Water Works at its sole cost.
- 4.3. NFTI hereby acknowledges and agrees that should it assume ownership of the Water Works pursuant to Section 4.2 it will also assume the obligations of the Developer set out in this Agreement and will be bound by the terms and conditions of this Agreement or, with the consent of Vancouver and Richmond, will enter into a new agreement with Vancouver and Richmond on substantially the same terms and conditions as set out herein.

**5. WATER SERVICES TO BE PROVIDED BY VANCOUVER**

- 5.1. Following or concurrent with completion of the Water Works, Vancouver will work with the Developer to complete, to the satisfaction of the City Engineer, the Service Connections required to allow Vancouver to provide Water Service to the Marina.
- 5.2. Vancouver will install a meter and appurtenances for meter reading at a location to be agreed upon by the Parties to measure the Units of Water being supplied to the Lands on or near the point of the Service Connection. Prior to commencement of construction of the Water Works, the Developer will pay the fees associated with the installation of the meter as specified in Schedule "G" of the City of Vancouver *Water Works By-Law No. 4848*.
- 5.3. Following the construction of the Water Works, the installation of the water meter and the completion of the Service Connections, Vancouver will provide Water Service to the Lands in the same manner and with the same degree of care as it provides Water Service to lands located within the City of Vancouver in accordance with the Water By-Laws.
- 5.4. Each of the Developer, NFTI and Richmond hereby acknowledge and agree that notwithstanding the inapplicability of the Water Bylaws to the Lands, the Water Bylaws will apply to the Water Service provided by Vancouver hereunder as though the Lands were located within the City of Vancouver and any responsibilities and obligations that are to be borne by the "customer" (as defined in the City of Vancouver *Water Works By-Law No. 4848*) pursuant to the Water Bylaws will be deemed to apply to the Developer (or the Developer's successor in accordance with section 4.2), including, without limitation, the responsibilities enumerated in Part III of the City of Vancouver *Water Works By-Law No. 4848*, and Vancouver will have the right to exercise any powers conferred on it in the Water Bylaws in providing Water Service to the Lands.
- 5.5. Vancouver will continue to provide the Water Service to the Lands until the termination of this Agreement pursuant to Article 8.
- 5.6. The Parties hereby acknowledge and agree that if Vancouver terminates this Agreement at any time pursuant to Article 8, Richmond is not obligated to provide water service to the Lands.

**6. PAYMENT FOR SERVICES**

- 6.1. Vancouver will meter the Water being used by the Marina and the Developer will pay Vancouver directly for the Water Service in accordance with Schedule B - Payment.
- 6.2. The metered rates for the services will be consistent with the rates per Unit charged for metered services within the City of Vancouver pursuant to Schedule D of the City of Vancouver *Water Works By-Law No. 4848* as may be amended from time to time.
- 6.3. If payments to be made by the Developer for the Water Services are in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not Vancouver has demanded payment. In this lease, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid.
- 6.4. Vancouver will not request from Richmond any payment, reimbursement or compensation of any kind for the provision of the Water Service to the Lands or for any cost or expense incurred by Vancouver in connection with this Agreement.

**7. RELEASE AND INDEMNITY**

- 7.1. The Developer now releases Richmond, PMV, NFTI and Vancouver and their respective Personnel from all Losses including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Developer or its Personnel in connection with the performance by Vancouver of its obligations under this Agreement and now waives all rights and causes of action against Richmond and Vancouver and their respective Personnel for all Losses or damage to property and for all bodily injury (including bodily injury resulting in death) which may be caused by Vancouver or its Personnel in respect of the performance of Vancouver's obligations under this Agreement.
- 7.2. The Developer now indemnifies and saves harmless Richmond, PMV, NFTI and Vancouver and their respective Personnel (each an "Indemnified Party") from any and all Losses an Indemnified Party may sustain, incur or be put to at any time either before or after the expiration or termination of this Agreement in respect of bodily injury (including bodily injury resulting in death), or damage to property occurring within the Easement Area, Block 1, Lot D or the Lands that may arise out of errors, omissions or negligent acts of the Developer or its Personnel.
- 7.3. The Developer further agrees to indemnify and save harmless each Indemnified Party from any and all Losses which may arise or accrue to the Developer or any person, firm or corporation against an Indemnified Party or which an Indemnified Party may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:
  - (a) the construction, installation, existence, maintenance, repair or replacement of the Water Works or an Indemnified Party or the Developer's use or occupation of the Lands, Lot D, Block 1 or the Easement Area;
  - (b) this Agreement;

- (c) Richmond consenting to Vancouver providing Water Service to the Lands;
- (d) any personal injury, property damage, trespass or death occurring in or upon the Lands, Block 1, Lot D or the Easement Area in whole or in part from the construction, installation, existence, maintenance, repair or replacement or use of the Water Works; and
- (e) the release by Vancouver of any or all of Vancouver's rights under this Agreement or the loss of any rights purported to be granted hereby,

whether or not such Losses are the result of or relate in any way to any negligent acts or omissions on the part of an Indemnified Party.

- 7.4. Nothing in this Agreement, including, without limitation, the foregoing indemnity, will affect or prejudice Vancouver, PMV, NFTI or Richmond from exercising any other rights that may be available to it at law or in equity.
- 7.5. The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 7.6. Despite any other term of this Agreement, Vancouver will not under any circumstances be obligated to provide Water Service to any greater standard of care or assume any greater degree of liability in doing so than that which would apply in providing the same services to Vancouver's customers within the boundaries of Vancouver. All defenses available to Vancouver under the *Vancouver Charter* with respect to the provision or interruption of services will be made available to Vancouver.

## 8. TERM AND TERMINATION

- 8.1. This Agreement commences on the Effective Date and, subject to the terms hereof, will continue in full force and effect until all Parties cancel this Agreement by mutual agreement.
- 8.2. Vancouver may cancel this Agreement without penalty if the Developer defaults on its obligations hereunder provided that it gives the other Parties thirty (30) days' notice of the Developer's default and allows the Developer (or any other Party) thirty (30) further days after the expiry of such notice to cure the default or demonstrate that it is working diligently to cure such default. If the Developer or any other Party fails to cure the default within the allotted time period, Vancouver may, at its discretion, terminate this Agreement and Discontinue Water Service to the Lands.
- 8.3. The Parties hereby acknowledge and agree that if Vancouver terminates this Agreement at any time pursuant to this Article 8, Richmond is not obligated to provide water service to the Lands.

## 9. INSURANCE

9.1. During the term of this Agreement, the Developer, at its cost, will ensure that the following insurance coverages are placed with a company licensed to do business in British Columbia and in a form acceptable to Vancouver. In the case of the insurance required in 9.1(e), the Developer will ensure that all professionals involved in the design of the Water Works maintain such coverage. The following insurance coverage will remain in force for the duration of this Agreement, unless otherwise stipulated, and will provide for sixty (60) days notice to Vancouver of cancellation, lapse or material change. Each policy will contain a waiver in favour of Vancouver of any breach or violation of any warranties, representations, declarations or conditions contained in such policies:

- (a) Wrap up liability insurance issued in the joint names of the Developer and Vancouver and protecting all other participants, including Richmond, PMV, subcontractors and their respective agents and employees, in all activities pertaining to the Developer's Works, with limits of not less than TEN MILLION DOLLARS (\$10,000,000) on an occurrence basis for bodily injury, death and property damage losses including loss of use thereof. This insurance will be maintained continuously throughout the construction of the Water Works until Vancouver has connected the Water Works pursuant to Section 5, and thereafter, in the case of completed operations coverage, for a further period of not less than two (2) years and will contain the following extensions of coverage:

- (i) Broadform Property Damage and Completed Operations
- (ii) Personal Injury
- (iii) Blanket Contractual Liability
- (iv) Cross Liability and Severability of Interest Clause
- (v) Contingent Employer's Liability
- (vi) Non-Owned Auto Liability

and where such further risk exists, the following extensions of coverage will be included:

- (vii) Shoring, blasting, excavating, underpinning, demolition, removal, pile driving and grading, as applicable
- (viii) Hoist liability
- (ix) Operation of attached machinery;
- (b) Automobile Liability Insurance on all licensed vehicles used directly or indirectly in the construction of the Developer's Works, and the performance of all work associated therewith, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of contractor(s) and subcontractor(s) and their servants, agents or employees. This insurance will be for a minimum amount of Five Million Dollars (\$5,000,000.00) inclusive per accident;
- (c) Contractor's Equipment Insurance covering all equipment owned or rented by the Developer and its contractor(s), subcontractor(s) and their respective servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and will contain a waiver of subrogation against Vancouver; and
- (d) All-Risks Course of Construction Insurance, including the perils of flood and earthquake, covering the Developer's Works and all property of every description to be used in the construction or installation of the Developer's Works. This insurance will be primary,

include Vancouver as named insured, and contain a waiver of subrogation against Vancouver; and

- (e) A Professional (Errors and Omissions) Liability insurance policy with limits of not less than Five Million (\$5,000,000) Dollars per occurrence with an aggregate of not less than Five Million (\$5,000,000) Dollars and a deductible of not more than Fifty Thousand (\$50,000) Dollars; protecting against all claims for loss or damage arising out of any wrongful act or error or omission of the Consultant or any other design professional, in the performance of the professional services provided in connection with the Developer's Works. For the purposes of this Section, "Consultant" includes any professional engaged by the Developer to provide any of the design of the Developer's Works.

## 9.2. General Insurance Requirements

Prior to commencement of construction of the Developer's Works, the Developer will lodge or arrange for the lodging with Vancouver evidence of the insurance coverage required in Section 9.1. The Developer will forward similar evidence of renewals, extensions or replacement of any such insurance to Vancouver. Receipt by Vancouver of certificates of insurance or copies of insurance policies will in no way constitute confirmation by Vancouver that the insurance complies with the terms of this Agreement. Responsibility for ensuring that the insurance coverages required by this Article 9 are in place rests solely with the Developer. If the Developer fails to perform its obligations pursuant to this Article 9, Vancouver may effect such insurance on behalf of the Developer and all Vancouver's costs in so doing will be paid by the Developer forthwith upon written request from Vancouver therefor. The Developer expressly agrees to indemnify and save harmless Vancouver and its Personnel from and against any claim, cost or expense incurred by Vancouver and its Personnel if the Developer fails to obtain or maintain the required insurance coverages or does comply with any of the other requirements of this Article 9.

## 10. DEFAULT

- 10.1. If the Developer is in breach of or fails to carry out its obligations under the terms of this agreement or the Water Bylaws, within five days of receipt of written notice of non-compliance from Vancouver, except in the event of an emergency or apprehended emergency as determined by Vancouver in which case no notice shall be required, Vancouver may, but will be under no obligation to, remedy the default; and the Developer will, forthwith following receipt of any written request from Vancouver, pay to Vancouver the amount of any costs from time to time incurred by Vancouver in so doing, plus a reasonable sum (not greater than 20% of such costs) as a surcharge for overhead. If the Developer fails to pay to Vancouver such costs plus overhead within 30 days following delivery of such written request from Vancouver, such amounts will be construed in arrears and will bear interest at the rate of three percent per annum above the "Prime Rate" (hereinafter defined), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be eighteen percent per annum calculated monthly not in advance, from the date due until paid. This covenant shall survive the expiry or termination of this Agreement.

**11. ASSIGNMENT BY CITY**

- 11.1. Vancouver, upon prior written notice to Richmond, PMV and the Developer, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and Vancouver may designate licensees and permittees for any and all purposes of this Agreement

**12. FORCE MAJEURE**

- 12.1. If an Event of Force Majeure occurs or is likely to occur, the Party claiming Force Majeure will promptly notify the other Parties of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The claiming Party will use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the Party) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither Vancouver nor the Developer will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.

**13. GENERAL**

- 13.1. **Vancouver's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Developer under any other agreement with Vancouver or, if Vancouver so elects, prejudice or affect Vancouver's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of Vancouver under all public and private statutes, by-laws, orders and regulations, which may be, if Vancouver so elects, as fully and effectively exercised in relation to the roads and the Lands as if this Agreement had not been executed and delivered by the Developer and Vancouver.
- 13.2. **Richmond's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Developer under any other agreement with Richmond or, if Richmond so elects, prejudice or affect Richmond's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act* as amended from time to time and the rights, powers, duties and obligations of Richmond under all public and private statutes, by-laws, orders and regulations, which may be, if Richmond so elects, as fully and effectively exercised in relation to the roads and the Lands as if this Agreement had not been executed and delivered by the Developer and Richmond.
- 13.3. **Further Assurances.** Each Party must perform the acts, execute and deliver the writings and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 13.4. **No Waiver.** No action or failure to act by a Party will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by such Party.
- 13.5. **Time is of the Essence.** Time is of the essence in this Agreement.
- 13.6. **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 in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date of this Agreement and the Parties agree to submit to the jurisdiction of the courts of British Columbia.

- 13.7. **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 13.8. **Interpretation.** Words importing the singular include the plural and vice versa and words importing gender include all genders. The words “include” and “including” are to be construed as meaning “including without limitation”. The recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement.
- 13.9. **Schedules.** The Schedules attached to this Agreement form a part of this Agreement and any obligation imposed on a Party in a Schedule will be deemed to be a covenant of a Party in this Agreement. To the extent that there is an inconsistency between the terms and conditions of this Agreement and anything in the Schedules, the terms and conditions of this Agreement will prevail only to the extent of the conflict.
- 13.10. **Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

13.11. **Counterparts.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

**CITY OF VANCOUVER**

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

**CITY OF RICHMOND**

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

**VANCOUVER FRASER PORT AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

**NORTH FRASER TERMINALS INC.**

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

**MILLTOWN MARINA +BOATYARD LTD.**

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

This Agreement has been ratified by City of Vancouver By-law No. \_\_\_\_\_ enacted by Vancouver City Council on \_\_\_\_\_, 2012 and ratified by City of Richmond Water Service to Richmond Island Bylaw No. 8861 adopted on \_\_\_\_\_, 2012.



SCHEDULE A  
APPROVED PLANS AND SPECIFICATIONS FOR WATER WORKS

SCHEDULE B

PAYMENT



# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Joe Erceg, MCIP  
General Manager, Planning and Development  
**Date:** February 3, 2012  
**File:** 08-4045-00/Vol 01  
**Re:** Form and Character Guidelines for Granny Flats and Coach Houses in Burkeville and Edgemere (2041 OCP Update)

### Staff Recommendation

That the:

- 1) Proposed Form and Character Guidelines for Granny Flats and Coach Houses in Burkeville and Edgemere (**Attachment 1**); and
- 2) Draft Single Detached Housing Zone with Granny Flats or Coach Houses in Burkeville and Edgemere (**Attachment 2**)

be approved for public consultation in the Burkeville and Edgemere areas as part of the 2041 OCP Update.

Joe Erceg, MCIP  
General Manager, Planning and Development  
(604-276-4083)

Att. 2

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

## Staff Report

### Origin

#### Purpose of this Report

The purpose of this report is to respond to the following referral motion of Council from September 26, 2011 with regard to Burkeville and Edgemere (the latter being the area bounded by Williams Road, No. 4 Road, Shell Road and Maddocks/Wilkinson Roads):

***“That form and character guidelines for granny flats and coach houses be prepared for the 2041 OCP Update”.***

In doing so, the intent is to have Council endorse the draft guidelines and a proposed new granny flat and coach house zone for Burkeville and Edgemere so that these can be presented to these neighbourhoods for comment prior to Council considering them for incorporation into the 2041 OCP Update.

#### Burkeville Rezoning Referral

This report also addresses the following Council referral motion from the January 16, 2012 Public Hearing with regard to a rezoning application for a proposed new coach house in Burkeville (RZ 11-562552):

***“That Zoning Amendment Bylaw 8794, regarding Graham Macfarlane’s application for 140 Wellington Crescent, be referred back to staff”.***

#### Previous Council Term Goals

The update of the Official Community Plan to the year 2041 (2041 OCP Update) addresses or supports the following previous Council Term Goals:

***“#3: Ensure the effective growth management for the City through updating of the OCP (and sub area plans) to reflect current realities and future needs.”***

***“#7: Demonstrate leadership in and significant advancement of the City’s agenda for sustainability through the development and implementation of a comprehensive strategy that among other objectives includes the initiation and incorporation of sustainability into our City policies and bylaws”.***

#### Granny Flat and Coach House Definitions

For the purposes of this report, a granny flat is a detached, self contained dwelling located totally on the ground floor in the rear yard of a single-family residential lot where there is a lane.

A coach house is a detached, self contained dwelling located beside and/or above the garage accessed by a lane in the rear yard of a single-family residential lot.

### Background

#### **2041 OCP Update**

In 2010, Council was apprised of the results and preliminary findings from the first round of public consultation on the 2041 OCP Update and supported the next steps of public input, which included further public feedback on allowing coach houses on single-family properties (to which there was a mixed response from the first round of public consultation).

In 2011, Council:

- reviewed the results of the second round of public consultation and, among other things, directed staff to:
  - 1) undertake further public consultation in the Burkeville, Edgemere and Richmond Gardens areas to see if residents in these three areas wanted to consider granny flats and coach house options (because these neighbourhoods seemed more responsive to this proposed new form of ground oriented housing); and
  - 2) not consider any other single-family areas located away from an arterial road for granny flats and coach houses in the 2041 OCP Update (because of the negative response to this proposal from areas such as the Monds and Thompson neighbourhoods).
- based on the results of the third round of public consultation, agreed that granny flats and coach houses only be considered in the Burkeville and Edgemere areas, and not Richmond Gardens (or elsewhere, except where currently allowed in the existing OCP on arterial roads).

#### Planning Committee Direction in 2011

It should be noted that at the September 20, 2011 Planning Committee staff had recommended that:

- 1) granny flats and coach houses be allowed in Burkeville and Edgemere on a site by site rezoning basis;
- 2) form and character guidelines for granny flats and coach houses be prepared for the 2041 OCP Update; and
- 3) the 2041 OCP Update provide for a review of granny flats and coach houses in Burkeville and Edgemere in two years from adoption of the 2041 OCP.

Specifically, staff were proposing that granny flats and coach houses continue to be subject to Council approval through the rezoning process and certain form and character guidelines, but that this be reviewed in 2 years in both the Burkeville and Edgemere areas.

Planning Committee did not agree with this approach and instead staff were directed to:

- prepare form and character guidelines for granny flats and coach houses in Burkeville and Edgemere as part of the 2041 OCP Update; and
- explore pre-zoning these areas so that granny flats and coach houses would not have to go through the rezoning process.

The reason for this direction was that Planning Committee felt there was enough support in both of these areas to warrant consideration of allowing granny flats and coach houses without each one requiring a rezoning. In particular, in:

- |                   |   |
|-------------------|---|
| <u>Burkeville</u> | - approximately 90% of the 46 respondents supported granny flats and coach houses; and<br>- approximately 95% of the 42-43 respondents preferred that these be allowed by building permit (no rezoning required). |
| <u>Edgemere</u>   | - approximately 60% of the 36 granny flat respondents and 54% of the 22 coach house respondents supported this new form of ground oriented housing; and   |

- approximately 79% of the 24 granny flat respondents and 86% of the 22 coach house respondents preferred that these be allowed by building permit (no rezoning required).

## **Macfarlane Rezoning Application**

### Previous Rezoning Applications in Burkeville

In 2009, Council approved the first rezoning application for a coach house from Robin and Jane Macfarlane for a property at 3051 Catalina Crescent (RZ 08-434507). In doing so, a new site-specific coach house zone was adopted for this site (ZS20) and the Burkeville neighbourhood (which had a number of intended improvements from the City's standard Coach House (RCH) zone used along arterial roads). All of Burkeville was apprised of the Public Hearing on this rezoning application. At the Public Hearing, there was 1 written submission in support of the rezoning and 1 written submission with concerns about whether the coach house would affect the storm drainage on the property across the lane (which City staff responded to). This coach house has not yet been built.

In 2010, Council approved the second rezoning application for a coach house from Anjali Chawla and Hamish MacDonald for a property at 251 Douglas Street (RZ 09-490139). This site too was rezoned to the new coach house zone for Burkeville (ZS20). All of Burkeville was notified for the Public Hearing. At the Public Hearing, there were 2 written submissions in support of the rezoning and 1 written submission opposing the rezoning. The latter submission had concerns about parking problems on the narrow streets, taking away green space in the yards, the intrusion onto the neighbour's privacy and past experience of renters in converted garages. This coach house has been built and is located directly across the lane from the Macfarlane rezoning application.

In 2011, the third rezoning application for a coach house was submitted by Graham Macfarlane at 140 Wellington Crescent (RZ 11-562552). Once again, it was proposed to rezone the site to the coach house zone (ZS20) created specifically for Burkeville. In light of the previous approvals and support for coach houses in Burkeville, staff recommended that this application proceed prior to the completion of the form and character guidelines for granny flats and coach houses. All of Burkeville was apprised of the Public Hearing on this rezoning application. At the Public Hearing, there were 12 written submissions in support of the rezoning (10 of which had already indicated their support for coach houses in Burkeville through the OCP consultation process) and 13 written submissions opposing this rezoning (none of which had previously commented on coach houses as part of the OCP process). A lot of the concerns related to the precedent of the one coach house already built in Burkeville. Specifically, concerns were expressed about:

- 1) Coach House Design
  - back yard privacy lost (e.g., windows looking down)
  - loss of sunlight with 2 storeys
  - ruin the views
  - no back garden left
  - dwarf existing and neighbouring houses
  - exceed size and height of house
  - too close together causing fire risk
  - roof line almost touches overhead power lines
  - glaring light and verandah overlooking neighbours

- 2) Parking
  - not enough parking on-site
  - traffic and parking problems on narrow streets
  - parking on streets blocking emergency vehicles
  - rental example at corner of Wellington & Hudson
- 3) Location
  - increased density losing small family area feeling
  - 2 storeys doesn't fit with neighbourhood
  - overcrowding neighbourhood
  - 20 minute walk to Canada Line (lack of transit services)
  - more renters "slum-like" densification
- 4) Services
  - Burkeville not designed to accommodate higher density
  - storm drainage problems (flooding)
  - increased strain on water and sewer
  - need to fill in ditches on roads for parking
  - need to pave lanes, which are not wide enough for emergency vehicles

## Findings Of Fact

### Form and Character Guidelines

**Attachment 1** contains a copy of the proposed form and character guidelines that City staff have prepared for granny flats and coach houses in Burkeville and Edgemere for Council's consideration that would be used for public consultation in these two neighbourhoods. Illustrations will be provided at Planning Committee, Council and the public meetings.

Some of the key features of these guidelines ensure that granny flats and coach houses:

- fit into the neighbourhood and respect the privacy of the neighbours;
- recognize the unique character of Burkeville (e.g., by retaining the existing house or the current, larger front yard setback);
- provide variety in design and location, so that there is not a row of the same units;
- prohibit flat roofs unless they are a green roof/urban garden or contemporary architectural expression and ensure that the highest roof line is along the lane (not next to any houses);
- are oriented towards the lane and improve its appearance for both vehicles and pedestrians;
- complement, but not replicate, the character of the principal residence and surrounding neighbourhood;
- have appropriately sized and located windows, and no windowless building faces or dormers;
- have detailed and sensitively designed garage doors;
- have an appropriately located private outdoor space;
- retain and protect existing trees and prominent landscape features outside their building envelope;
- are serviced with underground hydro and communication lines wherever possible; and
- incorporate sustainable design elements into the site and building design and construction (e.g., rainwater management; solar power; energy star appliances; etc.).

### New Zone for Burkeville and Edgemere

**Attachment 2** contains a copy of the draft new single detached housing zone for Burkeville and Edgemere that would permit granny flats and coach houses in these areas. If endorsed by Council, City staff will present it to these two neighbourhoods for their feedback.

This draft zone is otherwise not different than the existing Single Detached (RS1/E) zone that currently applies to Burkeville and Edgemere (i.e., there is no change to the zoning of existing and future houses should they chose not to have a granny flat or coach house).

However, the draft zone does have an incentive to property owners that want to have a granny flat or coach house by allowing an additional 23.2 m<sup>2</sup> (250 ft<sup>2</sup>) of building area for the house. This incentive has been added in light of Planning Committee's discussion on September 20, 2011 to make the construction of a granny flat or coach house more attractive than demolishing the existing house and replacing it with a larger, new house.

The draft zone improves upon the existing Coach House zones in Burkeville (ZS20) and along arterial roads (RCH) in the following ways:

- increasing the amount of building space on the ground floor from 0% - 25% to at least 40%;
- reducing the maximum height from 2 storeys or 7.4 m (24 ft) down to 1½ storeys or 6.0 m (20 ft), whichever is less;
- introducing a new height limit of 3.7 m (12 ft) to the eaves of the first storey and facing the principal residence;
- requiring a larger private outdoor space and ensuring that it is properly landscaped and screened;
- specifying the building footprint to ensure that the coach house (and granny flat) is located as close to the lane as possible and minimizes the shadowing on lots with an east-west orientation;
- requiring stairs to the upper level to be within the coach house (no outside stairs);
- limiting the size of a balcony and requiring it to face the lane or side street on a corner lot;
- requiring the rear building façade of a coach house (and granny flat) to have a staggered setback from the lane; and
- not allowing the subdivision of the parent lot, thereby giving more room for coach houses (and granny flats).

Other key features of the draft granny flat and coach house zone that have already been presented to the public include:

- granny flats and coach houses are limited to a minimum floor area of 33.0 m<sup>2</sup> (355 ft<sup>2</sup>);
- the maximum floor area of a granny flat is 70.0 m<sup>2</sup> (755 ft<sup>2</sup>) and of a coach house is 60.0 m<sup>2</sup> (645 ft<sup>2</sup>);
- the maximum height of granny flats is 5.0 m (16 ft) or 1 storey, whichever is less;
- there would a minimum building separation between the house and the granny flat or coach house of 3.0 m (10 ft) and 4.5 m (15 ft) respectively;
- the side yard setbacks would be 1.2 m (4 ft) for granny flats and 2.0 m (6½ ft) for coach houses;



- a secondary suite would only be permitted in houses in Edgemere (not Burkeville if a granny flat or coach house is built because of parking issues);
- 3 parking spaces are required on-site (2 within the garage for the house + 1 outdoors for granny flat or coach house);
- all new parking spaces would be accessed from the lane;
- landscaping, screening and permeable materials are required along the lane and around waste and recycling bins; and
- building elements that promote sustainability may project into the side and rear yards.

### Burkeville Public Hearing Concerns

Most of the concerns about Graham Macfarlane's rezoning application at 140 Wellington Crescent will be addressed by the proposed form and character guidelines and new zone for Burkeville. Staff do not envision that all of the properties in Burkeville will build a granny flat or coach house, but do believe that this is an alternative to demolishing the existing house and building a much larger home (as is currently permitted under the zoning). Concerns about traffic and parking problems on the narrow streets and lanes blocking emergency vehicles can be addressed by the City through proper traffic management planning, regulations and enforcement. Similarly, the City's water and sanitary sewer systems are adequate for the expected increase caused by the potential for granny flats and coach houses in Burkeville. Storm drainage will require analysis to determine the impact that granny flats and coach houses will have on the drainage system. Engineering will perform the analysis utilizing existing OCP Modelling funding should the residents determine they would like to proceed with granny flats and coach houses in their neighbourhood. In the event that drainage upgrades are required, staff will develop an implementation and funding strategy for Council's consideration.

### **Analysis**

#### Council Options

There are 3 options if Council wants to proceed with the form and character guidelines for granny flats and coach houses in Burkeville and Edgemere.

#### *Option 1: Rezoning and Development Permit Approach (Recommended)*

Both of these areas could be designated in the 2041 OCP as "intensive residential development permit areas". As such, Council would have the ability to ensure that the granny flats and coach houses in Burkeville and Edgemere meet the proposed form and character guidelines. This option is recommended by staff, particularly if both of these areas are rezoned by the City to permit granny flats and coach houses (which staff recommend if acceptable to the neighbourhoods).

In order to make the construction of these new ground oriented forms of housing an attractive option, it is suggested that:

- Development Permit Procedure Bylaw 7273 be amended so that development permit applications for a granny flat or coach house are expedited by not requiring a Development Permit sign on the property or that they be considered by the City's Advisory Design Panel; and
- Development Application Fees Bylaw 7984 be amended to reduce the fee for a development permit for a granny flat or coach house (e.g., from \$2,055 to say \$1,000).

Staff would be responsible for processing these development permit applications as a priority, and they would not need to be reviewed by other City staff unless deemed necessary in rare cases. If Council wanted, they could also delegate the approval of granny flat and coach house development permits in Burkeville and Edgemere to the Development Permit Panel (this is not recommended at this time but would help expedite the process). Perhaps, after say two years of Council approval of development permits, the matter could be reviewed and possibly development permit decisions could be delegated to the Development Permit Panel.

*Option 2: Individual Site Rezoning and No Development Permit Approach*

Rather than the City rezoning the Burkeville and Edgemere areas, granny flats and coach houses could be allowed on a site by site basis by individual rezoning applications. The advantage of this approach is that Council would retain the greatest control over the land use (e.g., could require conditions of rezoning approval such as lane improvements; each application would be subject to a public hearing and would be dealt with individually). This being the case, the proposed form and character guidelines for granny flats and coach houses in Burkeville and Edgemere could be included in the 2041 OCP as policies to voluntarily guide the considerations of rezoning applications rather than specific development permit guidelines.

Staff are not recommending this option because, as suggested by Planning Committee on September 20, 2011:

- it would appear that Burkeville and Edgemere prefer not to have to go through a rezoning application;
- the City wants to make the construction of granny flats and coach houses as attractive as possible in these areas; and
- the development permit process is a better way to control the form and character of granny flats and coach houses in these neighbourhoods.

*Option 3: Prezoning and Building Permit Approach (No Development Permit)*

A final option would be to prezone the Burkeville and Edgemere areas for granny flats and coach houses (see **Attachment 2**) and only require a building permit for these new forms of housing (i.e., no development permit or rezoning application would be required). This being the case, the draft form and character guidelines could be an information bulletin or guide. In other words, they would be entirely voluntary and Council would not directly control the design or construction of these new forms of ground oriented housing.

Staff are not recommending this option for the following reasons:

- granny flats are totally new to Richmond and a more cautious approach should be taken to ensure that they are an attractive addition to the community;
- the City's experience with coach houses on arterial roads has not been entirely positive (in fact, Planning Committee on November 22, 2011 passed a referral motion directing staff to review the footprint of coach houses, which will be responded to separately in the near future); and
- this option would better be considered after the City has a couple of years of experience of permitting granny flats and coach houses in Burkeville and Edgemere and can see if the form and character of this new housing form is acceptable.

### 2041 OCP Update Process

Whichever of the above-noted options Council chooses, the following process is envisioned (subject to change):

1. Council Decision - Form and character guidelines *(February 2012)*
2. Public Consultation - Burkeville and Edgemere *(March 2012)*
3. Staff Report - Public consultation results/staff recommendation *(April 2012)*
4. Council Decision - Whether or not to incorporate granny flats/  
coach houses and guidelines in the 2041 OCP Update *(May 2012)*

It should be noted that Council and the public will have other opportunities to review this matter as part of the bylaw adoption process before a final decision is rendered.

### Burkeville Rezoning Applications

Depending on which option Council chooses, it is recommended that Graham Macfarlane's rezoning application at 140 Wellington Crescent (RZ 11-562552) be handled as follows:

1. This site could be rezoned to the proposed new granny flat and coach house zone either:
  - a) by the City as part of the possible Burkeville rezoning process (in which case the rezoning application would have to be delayed until the City is ready to proceed with the rezoning of Burkeville); or
  - b) on a site specific basis by Mr. Macfarlane in advance of any rezoning of the rest of Burkeville (in which case the rezoning application and zoning bylaw amendment would have to be amended so that the site specific zone mirrors the wording in the proposed new granny flat and coach house zone).
2. The proposed coach house would be subject to the proposed form and character guidelines either by:
  - a) registering a covenant requiring compliance with the form and character requirements, as a condition of rezoning 140 Wellington Crescent; or
  - b) delaying the rezoning until the 2041 OCP Update containing the proposed development permit guidelines are adopted.

### **Financial Impact**

None.

### **Conclusion**

The City has been considering enabling granny flats and coach houses as part of the 2041 OCP Update since 2009. Initially, the idea was to permit these in many single-family neighbourhoods in order to provide more housing choices. Based on public feedback in 2010 and 2011, the areas for which granny flats and coach houses are now being considered (aside from on the arterial roads) is limited to the Burkeville and Edgemere neighbourhoods.

On September 26, 2011, Council passed a referral motion that form and character guidelines for granny flats and coach houses be prepared for the Burkeville and Edgemere areas. This report, and the guidelines contained in **Attachment 1**, respond to this referral. At the September 20, 2011 Planning Committee, the suggestion was made that Burkeville and Edgemere be rezoned to permit granny flats and coach houses. **Attachment 2** is a draft copy of such a zone.

Should Council wish to proceed with the proposed guidelines and draft zone, it is recommended that Burkeville and Edgemere be designated in the 2041 OCP Update as "intensive residential development permit areas". This way, the form and character of granny flats and coach houses in these two areas only would be subject to an expedited development permit process. If this is not acceptable, Council could continue to require site by site rezoning applications (the form and character guidelines would become policies to guide rezoning applications) or could allow this new form of ground oriented housing by building permit only (the form and character guidelines would be a voluntary bulletin).

Whatever decision Council makes, it has always been proposed that one final round of public consultation be undertaken in the Burkeville and Edgemere areas to ensure that they are satisfied with the direction being taken. Council will have the results of this public consultation before it makes its final decision on granny flats and coach houses in single-family neighbourhoods not located on arterial roads. Furthermore, the general public will have its opportunity for input at the public hearing for the 2041 OCP Update.



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**PROPOSED FORM AND CHARACTER GUIDELINES FOR  
GRANNY FLATS AND COACH HOUSES IN BURKEVILLE AND EDGEMERE  
FOR PUBLIC CONSULTATION AS PART OF THE 2041 OCP UPDATE**

1. Neighbourhood Fit

Granny flats and coach houses should demonstrate that they:

- a) respect the height and setbacks of neighbouring properties; and
- b) recognize the unique character of the neighbourhood in Burkeville (e.g., by retaining the existing house or the current, larger front yard setback).

2. Variety in Location

No two similar granny flats and coach houses should be located in a row on neighbouring lots, and wherever possible the two granny flats and coach houses should be offset from each other so as not to be located side by side.

3. Variety in Design

Variations in the design of granny flats and coach houses should be encouraged so as not to repeat the same architectural appearance, building form and elevations on the same lane in a City block (this does not prevent modular construction).

4. Scale and Massing

The tallest element of granny flats and coach houses should be located adjacent to the lane.

The upper level of coach houses should step back from the rear yard of the principal residence in order to enhance solar access to this yard and limit the sense of scale to adjacent neighbours.

5. Roofs

A flat roof is not permitted on granny flats and coach houses, unless:

- a) it is built and approved as a green roof that is an urban garden; or
- b) it has a contemporary architectural expression that is uniquely designed.

Cross gable, shed and roof lines that run across or perpendicular to the property are encouraged, with a roof pitch of between 6:12 to 8:12.

6. Privacy of Neighbours

Granny flats and coach houses should be:

- a) oriented and sited to protect the privacy and minimize the overlook and shadowing of adjacent neighbours; and
- b) screened from neighbouring yards by suitable landscaping.

7. Corner Lots

Granny flats and coach houses on a corner lot are not to be accessed by vehicles from the street but from the lane only.

Primary windows to living rooms and bedrooms may face the street and/or lane.

8. Visibility

Granny flats and coach houses should front onto and be clearly visible from the lane, with the primary entry and front door:

- a) facing towards and accessible from the lane; and
- b) illuminated at night.

A secondary entrance and access may be from the street.

9. Appearance of the Lane

Granny flats and coach houses should be designed to enhance the lane as a public road or space since this is the primary entrance and access point to these forms of housing.

10. Lighting along the Lane

Lighting on granny flats and coach houses should be designed to enhance the pedestrian experience of the lane at night by such means as eave lighting, porch lighting, and bollard or garden lights (not high-wattage, motion-activated security lights).

11. Building Materials and Colours

The exterior materials and colours of granny flats and coach houses should:

- a) complement, but not replicate, the character of the principal residence;
- b) complement the overall character of the existing neighbourhood; and
- c) have a high quality of architectural design and detailing (e.g., vinyl siding would only be permitted if finished with wood or other high quality detailing).

12. Building Facades

The primary façade of granny flats and coach houses facing the lane, and the street on a corner lot, should be:

- a) articulated to create depth and architectural interest; and
- b) visually broken into smaller components or sections to discourage wide, flat and unbroken facades.

13. Building Faces, Projections and Dormers

Granny flats and coach houses should be designed with consideration given to the relationship between window sizes and the placement and scale of building faces, projections and dormers.

14. Windows

Windows should be oriented toward the lane and be designed to maximize light penetration into the interior of granny flats and coach houses while mitigating overlook onto the principal residence and adjacent properties.

The primary living room and bedroom windows on any upper floor should face the lane.

Windows in the upper floor of coach houses facing the yard of the principal residence should be modest in size.

Side yard windows should also be modest in size and be recessed in that section of the building façade.

Building faces and dormers should not be windowless, and sidelight windows should be incorporated into bay projections.

Skylights, clerestory windows or glass block should be installed where possible.

15. Garage Doors

Garage doors should be recessed behind the main façade where feasible and designed to minimize the visual impact to the lane through careful detailing and sensitive design, such as garage windows and narrower door width facing the lane.

16. Impact on Private Outdoor Space

Granny flats and coach houses should be located so as to minimize the amount of shadow cast onto the private outdoor space of the granny flat or coach house and the principal residence.

17. Tree and Vegetation Retention

Existing trees and prominent landscape features located outside the building envelope of granny flats and coach houses should be:

- a) retained, unless proven to be diseased or in conflict with utilities and services; and
- b) protected before land clearing, demolition or construction commences.

18. Underground Services

Underground hydro and communication service lines should be utilized wherever possible to granny flats and coach houses.

19. Sustainability Initiatives

Granny flats and coach houses should incorporate sustainable design elements acceptable to the City into site and building design and construction, and exhibit design excellence through such means as:

- a) natural filtration of rainwater into a rain garden, rainwater collection system, bioswale or rock pit;
- b) solar power technology as an energy source;
- c) energy star appliance and low water plumbing fixtures;
- d) green technology building products; and
- e) naturescaping and permeable materials on outdoor surfaces.

**DRAFT SINGLE DETACHED HOUSING ZONE  
WITH GRANNY FLATS OR COACH HOUSES IN BURKEVILLE AND EDGEMERE  
FOR PUBLIC CONSULTATION AS PART OF THE 2041 OCP UPDATE**

1. Purpose

The **zone** applies to the Burkeville (RB1) and Edgemere (RE1) neighbourhoods and provides for **single detached housing** and, where there is a **lane**, either a **granny flat** or a **coach house**.

2. Permitted Uses

- **coach house** where a lot abuts a **lane**
- **granny flat** where a lot abuts a **lane**
- **housing, single detached**

3. Secondary Uses

- **bed and breakfast**
- **boarding and lodging**
- **community care facility, minor**
- **home business**
- **secondary suite** in the RE1 **zone** (Edgemere) only

4. Permitted Density

1. The maximum **density** is limited to one **principal dwelling unit** and one detached **granny flat** or **coach house** per lot.
2. The maximum **floor area ratio** (FAR) for a lot containing:
  - a) **single detached housing** only is 0.55 applied to a maximum of 464.5 m<sup>2</sup> of the **lot area**, together with 0.30 applied to the balance of the **lot area** in excess of 464.5 m<sup>2</sup>; and
  - b) **single detached housing** and a **granny flat** or **coach house** is 0.6 applied to a maximum of 464.5 m<sup>2</sup> of the **lot area**, together with 0.30 applied to the balance of the **lot area** in excess of 464.5 m<sup>2</sup>.
3. The **granny flat** must have a minimum **gross floor area** of 33.0 m<sup>2</sup> and a maximum **gross floor area** of 70.0 m<sup>2</sup>.
4. The **coach house** must have a minimum **gross floor area** of 33.0 m<sup>2</sup> and a maximum **gross floor area** of 60.0 m<sup>2</sup>, of which at least 40% of the **gross floor area** shall be located on the **first storey**.
5. For the purposes of this **zone** only, the following items are not included in the calculations of the maximum **floor area ratio**:
  - a) 10% of the **floor area** total calculated for the lot in question, which must be used exclusively for covered areas of the **single detached housing, granny flat** or **coach house**, which are open on one or more sides, with the maximum for the **granny flat** or **coach house** being 6.0 m<sup>2</sup>; and
  - b) 50.0 m<sup>2</sup> which may be used only for enclosed parking.

Note: Items in **bold letters** are defined in Richmond Zoning Bylaw 8500.



6. An unenclosed and uncovered **balcony** of a **coach house** shall have a maximum area of 8.0 m<sup>2</sup>, and shall be located so as to face the **lane** on a mid block **lot** and the **lane** or side street on a **corner lot**.
7. Stairs to the upper level of a **coach house** shall be enclosed within the allowable **building** area.
5. Permitted Lot Coverage
  1. The maximum **lot coverage** is 45% for **buildings**.
  2. No more than 70% of a **lot** may be occupied by **buildings, structures** and **non-porous surfaces**.
  3. 30% of the **lot area** is restricted to **landscaping** with live plant material.
6. Yards & Setbacks
  1. The minimum **front yard** is 6.0 m.
  2. The minimum **interior side yard** is:
    - a) 2.0 m for a **coach house**;
    - b) 1.2 m for a **granny flat**;
    - c) 2.0 m for **single detached housing** on lots 20.0 m or more in width;
    - d) 1.8 m for **single detached housing** on lots of 18.0 m or more but less than 20.0 m in width; and
    - e) 1.2 m for **single detached housing** on lots less than 18.0 m wide.
  3. A **granny flat** or **coach house** located on a **lot** with an east-west orientation shall be located 2.0 m from the northern **interior side lot line** to reduce shadowing on the **adjacent lot** to the south.
  4. The minimum **exterior side yard** is 3.0 m.
  5. The minimum **rear yard** is:
    - a) 6.0 m for the **single detached housing**, except for a **corner lot** where the **exterior side yard** is 6.0 m, in which case the **rear yard** is reduced to 1.2 m;
    - b) 1.2 m for no more than 50% of the rear façade of a **granny flat** or **coach house**;
    - c) 3.0 m for at least 50% of the rear façade of a **granny flat** or **coach house**; and
    - d) 1.5 m for the **building** entry to a **granny flat** or **coach house** from the **rear lot line**.
  6. A **granny flat** or **coach house** shall be located within 1.2 m and 8.0 m of the **rear lot line**.
  7. Portions of the **single detached housing** which are less than 2.0 m in **height** may be located in the **rear yard** but no closer than 1.2 m to any other **lot line**.
  8. The minimum **building separation space** between the principal **single detached housing** unit and the **accessory building** containing:
    - a) a **granny flat** is 3.0 m; and
    - b) a **coach house** is 4.5 m.

9. **Granny flats, coach houses and accessory buildings** are not permitted in the **front yard**.
  10. Waste and recycling bins for a **granny flat** or **coach house** shall be located within a **screened structure** that is **setback** a minimum of 1.5 m from the **rear lot line**.
  11. **Building** elements in a **granny flat** or **coach house** that promote sustainability objectives such as solar panels, solar hot water heating systems and rainwater collection systems may project 0.6 m into the **side yard** and **rear yard**.
7. Permitted Heights
1. The maximum **height** for **single detached housing** is 2½ storeys or 9.0 m, whichever is less, but it shall not exceed the **residential vertical lot width envelope** and the **residential lot depth vertical envelope**.
  2. The maximum **height** for the **accessory building** containing a **granny flat** is 1 storey or 5.0 m above **grade**, whichever is less.
  3. The maximum **height** for the **accessory building** containing a **coach house** is 1½ storeys or 6.0 m above **grade**, whichever is less. For the purposes of this zone, the **habitable space** in the ½ storey shall not exceed 60% of the storey situated immediately below.
  4. The maximum **height** to the **eave** of the first storey of a **coach house** with a sloping roof shall be 3.7 m above **grade**.
  5. The maximum **height** to the top of the roof facing the **building separation space** between the **single detached housing** and the **coach house** shall be 4.0 m above **grade**.
  6. The maximum **height** for **accessory buildings** not containing a **granny flat** or **coach house** is 5.0 m.
  7. The maximum **height** for **accessory structures** not containing a **granny flat** or **coach house** is 9.0 m.

8. Subdivision Provisions/Minimum Lot Size

1. The minimum **lot** dimensions and areas are as follows, except that the minimum **lot width** for **corner lots** is an additional 2.0 m.

Minimum frontage	Minimum lot width	Minimum lot depth	Minimum lot area
7.5 m	18.0 m	24.0 m	550.0 m <sup>2</sup>

2. A **granny flat** or **coach house** may not be **subdivided** from the **lot** on which it is located.

9. Landscaping & Screening

1. **Landscaping** and **screening** shall be provided in accordance with the provisions of Section 6.0 of the Zoning Bylaw.
2. A private outdoor space with a minimum area of 30.0 m<sup>2</sup> and a minimum width and depth of 3.0 m shall be provided on the **lot** where there is a **granny flat** or **coach house**. The private outdoor space:
  - a) shall be for the benefit of the **granny flat** or **coach house** only;
  - b) shall not be located in the **front yard**;
  - c) may include an open or covered deck, unenclosed **balcony**, **patio pavers**, **porch** or **fenced yard** space which is clearly defined and screened through the use of **landscaping**, planting or architectural features such as trellises, low **fencing** or planters, but not space used for parking purposes;
  - d) shall not be occupied or obstructed by any **buildings**, **structures**, projections and on-site parking, except for **cantilevered roofs** and **balconies** which may project into the private outdoor space for a distance of not more than 0.6 m; and
  - e) shall be **accessed** from the **rear yard**, **lane**, **granny flat** or **coach house**.
3. The **rear yard** between a **granny flat** or **coach house** and the **lane**, including the **building** entry to the **granny flat** or **coach house**, must incorporate the planting of appropriate trees and other attractive soft **landscaping**, but not low ground cover so as to enhance the visual appearance of the **lane**, and high quality permeable materials where there is a driveway to **parking spaces**.
4. High quality **screening** shall be located between the **lane** and any **parking spaces** parallel to the **lane** and along the **lot line** adjacent to the surface **parking spaces**. Where the space is constrained, a narrow area sufficient for the growth of the **screening** shall be provided at the base of the **screening**, **fence** or at the foot of the **granny flat** or **coach house**.
5. The **yard** between the **granny flat** or **coach house** and the **road** on a **corner lot** shall be designed and treated as the **front yard** of the **granny flat** or **coach house**, not be used as private outdoor space and have quality surface treatment, soft **landscaping** and attractive plant materials.
6. Where vertical greening is used as a means to improve privacy, it may include **building** walls and/or the provision of **fences** and arbours as support structures for plants. In constrained areas, tall plantings may include varieties of bamboo for **screening** and **landscaping**.
7. A minimum 0.9 m wide, unobstructed, permeable pathway clearly leading from the **road** to the **granny flat** or **coach house** shall be provided for emergency personnel, delivery agents and visitors.

10. On-Site Parking and Loading

1. On-site **vehicle** parking shall be provided according to the standards set out in Section 7.0 of the Zoning Bylaw, except that:

- a) all **parking spaces** for a lot that contains a new **single detached housing** unit and a **granny flat** or **coach house** must be **accessed** from the rear **lane** only;
- b) a **coach house** may not be located above more than a maximum of 2 **parking spaces** in the **garage** for the **single detached housing**; and
- c) the required **parking space** and driveway for a **granny flat** or a **coach house** must be unenclosed or uncovered and must be made of porous surfaces such as permeable pavers, gravel, grasscrete or impermeable wheel paths surrounded by ground-cover planting.

11. Other Regulations

- 1. **Boarding and lodging** is permitted only in a **single detached housing** unit, and not in the **granny flat** or **coach house**.
- 2. A **child care program** shall not be located in a **granny flat** or **coach house**.
- 3. A **secondary suite** is not permitted in a **single detached housing** unit in Burkeville (RB1) if the **lot** contains either a **granny flat** or **coach house**.
- 4. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 of the Zoning Bylaw apply.