



## Planning Committee

Anderson Room, City Hall  
6911 No. 3 Road

Tuesday, February 5, 2019  
4:00 p.m.

Pg. #      ITEM

### MINUTES

PLN-4

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on January 22, 2019.*



### NEXT COMMITTEE MEETING DATE

February 20, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

### COMMUNITY SERVICES DIVISION

1. **RICHMOND SENIORS ADVISORY COMMITTEE 2018 ANNUAL REPORT AND 2019 WORK PROGRAM**

(File Ref. No. 01-0100-30-SADV1-01) (REDMS No. 6076734 v. 2)

PLN-10

**See Page PLN-10 for full report**

*Designated Speaker: Debbie Hertha*

### STAFF RECOMMENDATION

*That the staff report titled “Richmond Seniors Advisory Committee 2018 Annual Report and 2019 Work Program,” dated January 18, 2019, from the Manager, Community Social Development, be approved.*



2.      **CHILD CARE DEVELOPMENT ADVISORY COMMITTEE 2018 ANNUAL REPORT AND 2019 WORK PROGRAM**

(File Ref. No. 07-3070-01) (REDMS No. 6068581 v. 4)

PLN-21

See Page PLN-21 for full report

*Designated Speaker: Chris Duggan*

STAFF RECOMMENDATION

*That the Child Care Development Advisory Committee's 2018 Annual Report and 2019 Work Program, as outlined in the staff report titled, "Child Care Development Advisory Committee 2018 Annual Report and 2019 Work Program," dated January 10, 2019, from the Manager of Community Social Development, be approved.*



3.      **HOUSING AGREEMENT BYLAW NO. 9955 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 23200 GILLEY ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 6044155 v. 2)

PLN-34

See Page PLN-34 for full report

*Designated Speaker: Cody Spencer*

STAFF RECOMMENDATION

*That Housing Agreement (23200 Gilley Road) Bylaw No. 9955 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ16-754305.*



PLANNING AND DEVELOPMENT DIVISION

4.    **APPLICATION BY ERIC STINE ARCHITECT INC. FOR REZONING AT 8600, 8620, 8640 AND 8660 FRANCIS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “LOW DENSITY TOWNHOUSES (RTL4)” ZONE**

(File Ref. No. 12-8060-20-009986; RZ 18-814702) (REDMS No. 6077908)

PLN-62

See Page PLN-62 for full report

*Designated Speakers: Wayne Craig and Jordan Rockerbie*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9986, for the rezoning of 8600, 8620, 8640 and 8660 Francis Road from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone, to permit the development of 18 townhouse units with vehicle access from Francis Road, be introduced and given first reading.*

☐

5.    **MANAGER’S REPORT**

ADJOURNMENT

☐



## Planning Committee

Date: Tuesday, January 22, 2019

Place: Anderson Room  
Richmond City Hall

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

Also Present: Councillor Michael Wolfe

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

### AGENDA ADDITION

It was moved and seconded

*That Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report And 2019 Work Plan be considered as Item No. 2A and that RCSAC – Non Profit Space Needs Survey and Report be added to the agenda as Item No. 2B.*

**CARRIED**

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on January 10, 2019, be adopted as circulated.*

**CARRIED**

**COMMUNITY SERVICES DIVISION**

1. **HOUSING AGREEMENT BYLAW NO. 9959 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6560, 6600, 6640 AND 6700 NO. 3 ROAD (BENE RICHMOND DEVELOPMENT LTD.)**

(File Ref. No. 08-4057-05; 12-8060-20-009959) (REDMS No. 6016667 v. 2; 6016383 v. 2)

In reply to queries from Committee regarding the proposed unit mix, staff noted that the proposed affordable housing contribution is consistent with the City's Affordable Housing Strategy.

It was moved and seconded

*That Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-694855.*

**CARRIED**

- 2A. **RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) 2018 ANNUAL REPORT AND 2019 WORK PLAN**

(File Ref. No. 07-3000-01) (REDMS No. 6041373 v. 2; 6061385; 6061576; 6061926; 5276844)

In reply to queries from Committee, Kim Somerville, Manager, Community Social Development, noted that staff can provide a memorandum to update Council on the Community Action Team stakeholder group that was assembled to address the opioid overdose crisis.

It was moved and seconded

*That the staff report titled "Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan," dated January 2, 2019, from the Manager, Community Social Development, be approved.*

**CARRIED**

- 2B. **RCSAC – NON-PROFIT SPACE NEEDS SURVEY AND REPORT**

(File Ref. No.) (REDMS No. 6050296)

Janice Barr and Lonnie Belfer, representing the RCSAC, reviewed the Non-Profit Space Needs Survey and Report and spoke on the impact of rapid development on the availability of space for non-profit organizations (NPOs) in the city centre area. She noted that NPOs in the city centre area are challenged by low vacancy rates, high rental costs and redevelopment of existing sites.

**Planning Committee**  
**Tuesday, January 22, 2019**

---

Ms. Barr commented on potential action that the City can take to address to space needs for NPOs and suggested the following:

- that the City develop a strategy to assist NPOs secure sustainable, affordable and centrally-located space, with concrete options and definite timelines;
- that the City develop a NPO Space Needs Working Committee that includes representatives from NPOs and dedicated City staff to develop strategies to address NPO space needs issues;
- that the City and the RCSAC consider conducting the NPO Space Needs Survey bi-annually to track trends; and
- that the RCSAC NPO Space Needs Committee present the report's findings to Council.

Discussion ensued with regard to options for shared spaces for NPOs and locating NPO spaces in areas accessible to individuals using the services.

In reply to queries from Committee, staff noted that a referral to examine options to replace or accommodate businesses, including non-profits, for properties undergoing development is underway.

It was moved and seconded

- (1) *That the Non-Profit Space Needs Survey and Report, from the Richmond Community Services Advisory Committee, dated November 8, 2018, be received for information; and*
- (2) *That the report be referred to staff for analysis and report back.*

**CARRIED**

## PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY WENSLEY ARCHITECTURE LTD. FOR A ZONING TEXT AMENDMENT TO THE "INDUSTRIAL BUSINESS PARK (IB1)" ZONE TO PERMIT A DRIVE-THROUGH RESTAURANT AT 13020 DELF PLACE**

(File Ref. No. 12-8060-20-009956; ZT 18-801900) (REDMS No. 5954610; 6035880)

Steven De Sousa, Planner 1, reviewed the application, noting that (i) a Tim Horton's drive-thru restaurant is proposed to occupy the site, (ii) a traffic impact study has indicated that the current road network in the area can accommodate the anticipated traffic, (iii) frontage improvements will include development of new sidewalks and a marked crosswalk at the intersection of Jacombs Road and Delf Place, and (iv) the proposed restaurant business has agreed to participate in the City's Adopt-A-Street program for Jacombs Road.

**Planning Committee**  
**Tuesday, January 22, 2019**

---

Discussion ensued with regard to the potential intersection improvements along Jacombs Road and Cambie Road and the proposed restaurant's potential market size in the area.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9956, for a Zoning Text Amendment to the "Industrial Business Park (IB1)" zone in order to permit "restaurant, drive-through", limited to one establishment and a maximum floor area of 300 m<sup>2</sup>, at 13020 Delf Place, be introduced and given first reading.*

**CARRIED**

**4. APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING AT 4226 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)**

(File Ref. No. 12-8060-20-009973/009975; RZ 17-768134) (REDMS No. 6040432 v. 2; 6042671; 5845266)

Edwin Lee, Planner 1, reviewed the application, noting that the proposed duplex development will have a shared driveway, two parking spaces per unit, and one visitor parking space. He added that the proposed development will be two storeys and will provide a cash-in-lieu contribution to the City's Affordable Housing Strategy fund. Also, Mr. Lee introduced the new RDA zone which is proposed for minor arterial road duplexes.

It was moved and seconded

(1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9975 to create the "Arterial Road Two-Unit Dwellings (RDA)" zone, be introduced and given first reading; and*

(2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9973, for the rezoning of 4226 Williams Road from "Single Detached (RS1/E)" to "Arterial Road Two-Unit Dwellings (RDA)", be introduced and given first reading.*

**CARRIED**

Opposed: Cllr. Day

**5. APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING AT 5751 FRANCIS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “ARTERIAL ROAD THREE-UNIT DWELLINGS (RTA)” ZONE**

(File Ref. No. 12-8060-20-009974/009976; RZ 17-768762) (REDMS No. 6043629 v. 2; 6057070; 6036607)

Mr. Lee, reviewed the application, highlighting that the proposed triplex development will provide a cash-in-lieu contribution to the City’s Affordable Housing Strategy fund and that portions of the proposed development will be designed to be one storey. Also, Mr. Lee introduced the new RTA zone which is proposed for minor arterial road triplexes.

It was moved and seconded

- (1) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9976 to create the “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading; and*
- (2) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9974, for the rezoning of 5751 Francis Road from “Single Detached (RS1/E)” zone to “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading.*

**CARRIED**

**6. APPLICATION BY CHRISTOPHER BOZYK ARCHITECTS LTD. FOR A ZONING TEXT AMENDMENT TO THE “VEHICLE SALES (CV)” ZONE TO ALLOW AN INCREASE IN FLOOR AREA RATIO AT 5660 PARKWOOD WAY**

(File Ref. No. 12-8060-20-009981; ZT 18-818164) (REDMS No. 5855389; 6054363)

David Brownlee, Planner 2, reviewed the application noting that the proposed building will be three storeys and will be consistent with building heights in the area. He added that the proposed sustainability features will include insulated exterior glazing, LED lights, water recovery system for a carwash, electric vehicle charging stations and solar panels on the roof.

Discussion ensued with regard to (i) the proposed site access, landscape design and frontage improvements, (ii) options to increase densities in industrial sites, (iii) the efficiencies of solar power compared to hydroelectric power, and (iv) options to introduce policy on roof top solar power initiatives in new developments.

In reply to queries from Committee, staff noted that power from the solar panels will be utilized on site-and will not be fed into the electrical grid.

As a result of the discussion, staff were directed to work with the applicant in gathering data from the proposed development’s use of solar energy to inform any future solar policy and to refer this application for inclusion in the City’s Industrial Land Intensification review.



**Planning Committee**  
**Tuesday, January 22, 2019**

---

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9981, for a Zoning Text Amendment to the "Vehicle Sales (CV)" Zone to increase the maximum permitted Floor Area Ratio (FAR) to 0.84 for the property located at 5660 Parkwood Way, be introduced and given first reading.*

**CARRIED**

**7. MANAGER'S REPORT**

None.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:46 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, January 22, 2019.

---

Councillor Linda McPhail  
Chair

---

Evangel Biason  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

---

**To:** Planning Committee **Date:** January 18, 2019  
**From:** Kim Somerville **File:** 01-0100-30-SADV1-  
Manager, Community Social Development 01/2019-Vol 01  
**Re:** **Richmond Seniors Advisory Committee 2018 Annual Report and  
2019 Work Program**

---

### Staff Recommendation

That the staff report titled "Richmond Seniors Advisory Committee 2018 Annual Report and 2019 Work Program," dated January 18, 2019, from the Manager, Community Social Development, be approved.

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

Att. 2

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 
APPROVED BY CAO 	

## **Staff Report**

### **Origin**

The Richmond Seniors Advisory Committee (RSAC) was formed in 1991 to advise City Council regarding the concerns and future needs of Richmond seniors. The committee reviews a range of seniors matters and submits information and recommendations to Council if needed. The City supports the RSAC by providing an annual operating budget, a Council liaison and a staff liaison.

This report presents the RSAC 2018 Annual Report (Attachment 1) and proposed 2019 Work Program (Attachment 2).

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

*2.2. Effective social service networks.*

*2.3 Outstanding places, programs and services that support active living, wellness and sense of belonging*

This report supports the Social Development Strategy 2013–2022 Strategic Direction #3 Address the Needs of an Aging Population Action:

*7.2 Expanding the volunteer base to serve the older adult population, as well as providing meaning volunteer opportunities for older adults.*

This report supports the Seniors Services Plan 2015–2020 Direction #2: Responsive and Relevant Services Action:

*2.8 Continue to implement and expand civic engagement opportunities to orient seniors to City operations.*

This report also supports the Age Friendly Assessment and Action Plan 2015–2020 Action:

*2.6 Civic Participation and Employment: Increasing opportunities to be involved in local government meetings and community matters.*

### **Analysis**

The mandate of the Richmond Seniors Advisory Committee is to consider and evaluate issues referred to it by City Council, City staff and members of the community. They also review matters deemed to be of concern to seniors and will submit information and recommendations to City Council as necessary and when requested. The City supports the RSAC by providing an annual operating budget, a Council liaison and a staff liaison.

### 2018 Annual Report

The RSAC 2018 Annual Report (Attachment 1) highlights the work of the committee during the past year. Highlights for 2018 include:

- The RSAC Promotions Sub-Committee connected with groups serving isolated and vulnerable seniors including Richmond Cares, Richmond Gives caregiver groups, Gilmore Gardens and Vancouver Coastal Health to increase awareness of their role. The sub-committee also delivered a presentation at Hamilton Community Centre and hosted an educational booth held at Richmond Centre Mall.
- RSAC members participated on the Dementia-Friendly Stakeholder Committee and Working Group as well as attended focus groups and a Community Forum to support the creation of a Dementia-Friendly Community Action Plan for Richmond.
- RSAC members kept updated on trends regarding seniors and were able to network with others in the aging field at the 27th Annual SFU John K. Friesen Gerontology Conference, "From Social Isolation to Inclusion."
- RSAC members worked closely with the City's Transportation Department to bring forth transportation service concerns of seniors in Richmond including HandyDART service delivery, walkways, street lighting, bus shelters and ramps. TransLink has since implemented a study group on HandyDART and bus routes as well as new stop lights and crossings, sidewalk improvements and alterations to existing bus routes to make it easier for seniors to move around Richmond.
- RSAC members continued their involvement with the community through participation on:
  - External committees: Community Health Advisory Committee, Council of Senior Citizens' Organizations of BC (COSCO), VCH – Falls Prevention Network and Minoru Seniors Society;
  - RSAC Sub-committees: Dementia-Friendly Stakeholder, Multicultural Issues, Promotions and Transportation; and
  - Council appointed Advisory Committees including Richmond Community Services Advisory Committee (RCSAC) and Richmond Intercultural Advisory Committee (RIAC).

### 2019 Work Program

RSAC will continue to provide City Council with suggestions and recommendations on matters affecting seniors in the community and will respond to Council's requests as they arise.

Highlights of the proposed RSAC 2019 Work Program (Attachment 2) include:

- Connect with seniors in Richmond through events and activities and target promotion to increase the awareness of the role of the Seniors Advisory Committee as well as be a resource to the public for seniors issues.

- Continue to keep up to date regarding affordable housing options for seniors especially for those vulnerable and at risk through communication with the City's Affordable Housing staff, guest speakers and research.
- Identify and monitor existing and emerging health care issues affecting seniors through monthly guest speakers, attendance at educational conferences and participation on committees related to seniors.
- Collaborate with the City's Transportation Department and TransLink to monitor issues of concern to seniors living in Richmond to ensure transportation services for seniors are age-friendly and they are able to continue to move around Richmond safely.

### **Financial Impact**

None.

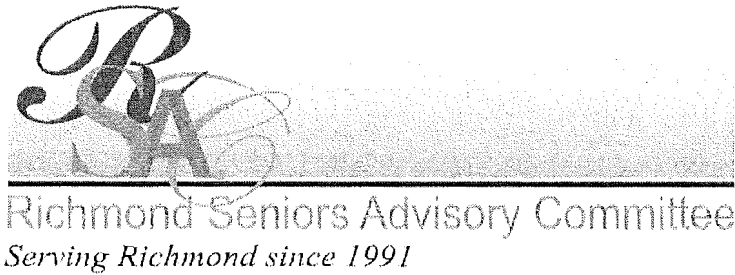
### **Conclusion**

The Richmond Seniors Advisory Committee's 2018 Annual Report outlines the progress made and goals achieved in the previous year. The 2019 Work Program addresses and supports several actions in the Social Development Strategy 2013–2022, Seniors Services Plan 2015–2020 and Age-Friendly Plan 2015–2020 in addition to addressing current and emerging issues impacting seniors in Richmond. The RSAC will continue to advise City Council on matters of concern to seniors and be involved in activities and initiatives that improve the health and quality of life for seniors in Richmond. Staff recommend the Richmond Seniors Advisory Committee 2018 Annual Report and 2019 Work Program be approved.



Debbie Hertha  
Seniors Coordinator  
(604-276-4175)

- Att. 1: Richmond Seniors Advisory Committee 2018 Annual Report  
2: Richmond Seniors Advisory Committee 2019 Work Program



## **Richmond Seniors Advisory Committee 2018 Annual Report**

### **2018 Membership**

Seemah Aaron, Yasmin Ali, Paul Cassidy, Peter Chan, Yvonne Chan, Sandra Gebhardt, Hans Havas (Chair), Joan Haws, Rachel King, Narcisa Llano, Shams Jilani, Jackie Shell, Becky Wong (Vice-chair)

### **City of Richmond Liaisons:**

Councillor Ken Johnston – Council Liaison (January to October 2018)  
Councillor Carol Day – Council Liaison (November to December 2018)  
Debbie Hertha, Seniors Coordinator – Staff Liaison

### **Purpose:**

The role of the Richmond Seniors Advisory Committee (RSAC) is to act as a resource and provide advice to City Council regarding senior's issues such as health, transportation and housing as they arise or are referred by City Council. The RSAC members help to identify concerns of seniors and work with various community organizations and agencies, including City staff, to obtain an understanding of the issues. Information, options and recommendations are then prepared and submitted to City Council for their consideration.

### **Membership:**

The Richmond Seniors Advisory Committee consists of 15 members. A majority of members belong to one or more groups or organizations, and attend numerous forums and workshops throughout the year. Members also bring to the RSAC table additional information on a broad range of topics relevant to seniors, as illustrated in the attached report and work program.

### **Meetings:**

The Richmond Seniors Advisory Committee meets 10 times a year on the second Wednesday of the month. All meetings are open to the public. Monthly guest speakers are primarily from non-profit organizations, local health service providers, City departments and representatives from programs and services serving seniors. Guest speakers provide committee members with insight into senior's issues as well as resources available to seniors and their families in the community. In turn, guest speakers are provided with information about the Seniors Advisory

Committee. Committee members would like to thank all guest presenters that took the time to provide us with a wealth of information about their organizations.

### **Membership with Committees and Groups**

Members from the committee represented RSAC on various committees and groups by speaking on behalf of seniors issues and reporting back to the committee on what has been discussed within the other groups. Members were able to raise many issues affecting seniors in our community to these groups and some were successful in having their concerns addressed with initiatives and improvements to programs and services for seniors.

The transportation sub-committee, for example, worked closely with the City's Transportation Department to support the needs of seniors in Richmond. In 2018, issues with transportation services affecting seniors were forwarded to TransLink including crosswalks, traffic signals, street lighting, bus shelters and ramps. TransLink has since implemented a study group on HandyDART and bus routes as well as to alterations to existing bus routes making it easier for seniors to move around Richmond.

External Committees included: Community Health Advisory, Council of Senior Citizens' Organizations of B.C. (COSCO), Dementia-Friendly Stakeholder, Falls Prevention Network (VCH) and Minoru Seniors Society

RSAC Sub-Committees included: Multicultural Issues, Promotions and Transportation.

Council Appointed Advisory Committees included: Richmond Community Services Advisory (RCSAC) and Richmond Intercultural Advisory Committee (RIAC).

Issues addressed within the committees above included:

- Housing: Temporary Modular Housing for individuals experiencing homelessness in Richmond and affordable housing options for vulnerable and at risk seniors in Richmond.
- Health: Dementia-Friendly Community Action Plan for Richmond, Richmond Hospital upgrades, residential care upgrades and new Community Health Access Centre for Seniors, Canadian Universal PharmaCare program and integrated home care.
- Transportation: Bike share program, street lighting, bus stop signage, placement of crosswalks, traffic lights, HandyDART and bus routes.
- Income Support: Bill C-27 Pension Reform and poverty reduction.
- B.C. Seniors Advocate Issues: Housing, home supports, transportation, income supports, health care and elder abuse.
- General: Public Health and Social Policy, Civic Elections – services for at risk, vulnerable seniors, the City's role in cannabis regulation, food security and Food Asset mapping and non-profit organization space needs.

The City's Coordinator, Seniors Services, attends the monthly meetings keeping members informed on programs and services offered at Minoru Place Activity Centre as well as sharing information on issues and concerns of seniors in the community.

The Manager, Seniors Community Support Services from Richmond Cares, Richmond Gives is also in attendance at RSAC meetings bringing a perspective from seniors who volunteer in the community and those utilizing programs and services geared to at risk and vulnerable residents.

#### **Guest Speakers for 2018**

- Heather Cowie, Provincial Coordinator, Dementia-Friendly Communities, Advocacy and Education Department, Alzheimer Society of BC
- Hajira Hussain, Executive Director, Richmond Food Bank
- Monica Bennington, Affordable Housing Planner (City)
- Brian MacLeod, Community Relations Officer, Richmond Fire-Rescue
- Sheila Rooney and Kathleen Holmes, Advisory Committee Members, Diffusing Ageism through Education & Volunteerism (RCRG)
- Bernie Woods, Team Leader, BC Association of Community Response Networks (BCCRN)
- Dorothy Jo, Inclusion Coordinator, Community Social Development (City)
- Kim Somerville, Manager, Community Social Development (City)

#### **RSAC Member Participation in Forums, Conferences and Special Events:**

- TransLink Public Engagement Sessions – HandyDART services (1 member attended)
- SFU's 27th Annual John K. Friesen Gerontology Conference, "From Social Isolation to Inclusion" (3 members attended)
- Jennifer McKenzie CEO, Vancouver Coastal Health, Richmond, provided an update on current health initiatives and issues related to Richmond seniors (1 member attended)
- Advance Care Planning Workshop, Vancouver Coastal Health (1 member attended)
- Keeping Seniors Well Community Forum, Vancouver Coastal Health—new services in Richmond for Seniors (1 member attended)
- 16th Richmond Chinese Community Society (RCSS) Annual Luncheon (4 members attended)
- Canadian Association of Retired Persons (CARP) – 4th Annual Share Seniors Festival (2 members attended)
- Annual City of Richmond Diversity Symposium (1 member attended)
- Minoru Seniors Society Annual General Meeting (3 members attended)
- Annual Steveston Seniors Christmas Dinner, Steveston Rotary (5 members attended)

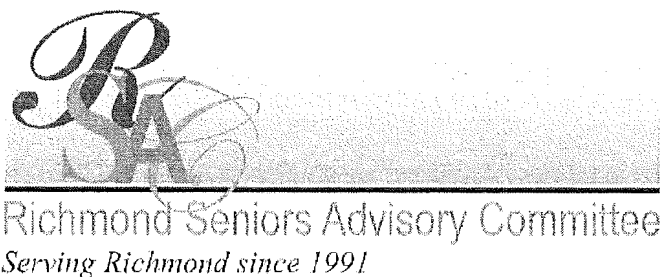
The Richmond Seniors Advisory Committee would like to extend thanks to Mayor Malcolm Brodie and City Councillors for their continued support of the Seniors Advisory Committee. The committee would also like to thank Council Liaison, Ken Johnston for keeping committee members updated on seniors issues arising at City Council.

Report submitted by:



Hans Havas, Chair  
Richmond Seniors Advisory Committee





### **Richmond Seniors Advisory Committee 2019 Work Program**

The purpose of the Richmond Seniors Advisory Committee (RSAC) is to consider and evaluate issues referred to it by City Council, City staff and members of the community and to review matters deemed to be of concern to seniors and submit information and recommendations to City Council as necessary and when requested.

This work program supports the Social Development Strategy 2013–2022, Seniors Services Plan 2015–2020 and Age Friendly Assessment and Action Plan 2015–2020 by setting actions that will inform RSAC members on current and ongoing issues facing seniors in Richmond allowing them to advise and make recommendations to Council as necessary. The needs of seniors in Richmond are considered making Richmond more age-friendly.

#### **2018 Budget:**

Meeting Expenses	\$1,000
Memberships and website	\$ 450
Events, conferences and workshops	\$ 900
<u>Misc. Expenses (e.g. name badges)</u>	<u>\$ 150</u>
<b>Total</b>	<b>\$2,500</b>

Topics monitored or addressed by the RSAC are outlined in the following table.

<b>Richmond Seniors Advisory Committee (RSAC) 2019 Proposed Work Program</b>		
<b>Initiative</b>	<b>Actions</b>	<b>Outcome</b>
Act as a resource to the City and general public for issues affecting seniors.	<ul style="list-style-type: none"> <li>• Participate in consultation on City plans, updates, strategies, grants, projects, and new policies affecting seniors.</li> <li>• Engage in events and activities to connect with seniors in Richmond with an emphasis on reaching seniors who are less connected with others.</li> <li>• RSAC will respond to Council requests and will provide advice on issues that affect seniors in the community.</li> </ul>	Members will be able to identify issues raised by all seniors in the community and advise Council as needed.
Monitor and keep informed of existing and emerging seniors issues.	<ul style="list-style-type: none"> <li>• Guest speakers will be scheduled each month to present on relevant topics related to seniors.</li> <li>• RSAC will attend conferences, forums and workshops on activities and issues affecting seniors.</li> <li>• RSAC members will circulate and share information about programs and services for seniors.</li> </ul>	<p>RSAC members will be well informed about issues affecting seniors as well as programs and services available to seniors in Richmond.</p> <p>RSAC members will be able to confidently speak to the public about seniors issues.</p>
Increase RSAC's awareness and knowledge of affordable housing options for seniors, especially those vulnerable and at risk.	<ul style="list-style-type: none"> <li>• Keep informed about the range of affordable housing options in Richmond through contact with the City's Program Manager, Affordable Housing and member sharing of research, media and resource materials.</li> <li>• Explore opportunities for members to participate on community groups addressing affordable housing options for seniors.</li> <li>• Schedule guest speakers on topics/issues affecting vulnerable and at risk seniors.</li> </ul>	<p>RSAC knowledgeable and informed of the range of affordable housing options for seniors in Richmond and is able to inform the public as needed.</p> <p>RSAC informed of affordable housing issues affecting vulnerable and at risk seniors and will advise Council as necessary.</p>

Richmond Seniors Advisory Committee (RSAC) 2019 Proposed Work Program		
Initiative	Actions	Outcome
Participate on external committees, other Council appointed advisory committees and RSAC sub-committees addressing issues affecting seniors.	<p>RSAC members will continue to participate on the following external committees/boards:</p> <ul style="list-style-type: none"> <li>• Community Health Advisory</li> <li>• Council of Senior Citizens' Organizations of BC (COSCO)</li> <li>• Dementia-Friendly Stakeholder</li> <li>• Minoru Seniors Society</li> </ul> <p>Sub-Committees of RSAC:</p> <ul style="list-style-type: none"> <li>• Elections</li> <li>• Promotions</li> <li>• Transportation</li> </ul> <p>Other Council appointed Advisory Committees:</p> <ul style="list-style-type: none"> <li>• Richmond Community Services Advisory Committee (RCSAC)</li> <li>• Richmond Intercultural Advisory Committee (RIAC)</li> </ul>	<p>Groups are aware of the role of RSAC and the committee's availability for on-going consultation.</p> <p>Issues affecting seniors raised by RSAC will be shared with outside committees and groups.</p> <p>Members are informed of other committee/group activities and are able to report back to RSAC.</p>
Partner and collaborate with groups to monitor health care issues affecting seniors.	<ul style="list-style-type: none"> <li>• Schedule guest speakers to increase knowledge on health care topics including programs and services available for those living in the community (adult day care options and home support).</li> <li>• Liaise with community groups and organizations providing health care programs and services.</li> </ul>	<p>RSAC informed of and consulted about health programs and services available for seniors.</p> <p>Concerns about health care for seniors in Richmond are shared.</p>
Participate in any activities related to implementation of the Dementia-Friendly Community Action Plan in Richmond.	<ul style="list-style-type: none"> <li>• Support the distribution and promotion of the Dementia-Friendly Community Action Plan report to key community partners and organizations in Richmond.</li> </ul>	<p>RSAC informed of and consulted about issues affecting those living with Dementia and their families in Richmond.</p>

Richmond Seniors Advisory Committee (RSAC) 2019 Proposed Work Program		
Initiative	Actions	Outcome
Collaborate with groups to monitor, identify and address issues and concerns regarding transportation services for seniors in Richmond.	<ul style="list-style-type: none"> <li>• Continue communication with the City's Transportation Department regarding transportation service issues affecting seniors.</li> <li>• Continue to attend and be available for consultations regarding transportation services for seniors (HandyDART and TransLink).</li> </ul>	<p>RSAC aware of and consulted about issues regarding transportation for seniors in Richmond and will advise Council as necessary.</p> <p>Transportation programs and services in Richmond are more age-friendly.</p>



# City of Richmond

## Report to Committee

---

<b>To:</b>	Planning Committee	<b>Date:</b>	January 10, 2019
<b>From:</b>	Kim Somerville Manager, Community Social Development	<b>File:</b>	07-3070-01/2019-Vol 01
<b>Re:</b>	<b>Child Care Development Advisory Committee 2018 Annual Report and 2019 Work Program</b>		

---

### Staff Recommendation

That the Child Care Development Advisory Committee's 2018 Annual Report and 2019 Work Program, as outlined in the staff report titled, "Child Care Development Advisory Committee 2018 Annual Report and 2019 Work Program," dated January 10, 2019, from the Manager of Community Social Development, be approved.

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

Att. 2

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 
APPROVED BY CAO 	

## Staff Report

### Origin

The City of Richmond recognizes that child care is an important service for its residents, is an essential need for working parents, and supports parents who are pursuing their education. A key goal of the City's commitment to child care is to promote the establishment and maintenance of a comprehensive child care system.

The Child Care Development Advisory Committee (CCDAC) was established to provide City Council with advice (e.g. information, options, analysis and recommendations) regarding the planning, development, support and promotion of a range of quality, affordable and accessible child care in Richmond. In addition, the CCDAC responds to Council requests as they arise.

This report supports the City's Social Development Strategy's Strategic Direction 4:

*Help Richmond's Children, Youth and Families Thrive.*

This report also supports the 2017–2022 Richmond Child Care Needs Assessment and Strategy:

*Strategic Direction - Collaboration and Partnership: Action 22. Continue to support the work of the Child Care Development Advisory Committee with the view of building the capacity of the child care sector and parents understanding of child care options (e.g. host events to celebrate child care month, hold information sessions for parents on finding child care, organize networking events for child care providers, and support professional development opportunities for early childhood educators.*

*Strategic Direction – Policy and Planning: Action 6. Review and update the Terms of Reference for the Child Care Development Advisory Committee (CCDAC) to ensure the committee is fulfilling its role and mandate.*

### Analysis

The mandate of the CCDAC is to provide City Council with advice regarding the development of quality, affordable and accessible child care in Richmond. The City supports the CCDAC by providing an annual operating budget, a Council liaison and a staff liaison.

### 2018 Annual Report

Below are activities undertaken by the CCDAC and described in the 2018 Annual Report (Attachment 1). Highlights of their accomplishments are as follows:

- Provided feedback to staff throughout the year on new child care development proposals for future City-owned child care facilities.
- Participated in the annual May Child Care Dinner, which several committee members attended along with the Mayor and some members of City Council.

- Planned and hosted events for May Child Care Month including Child Care Centre Professional Development Tours; and two workshops for child care providers and early childhood educators.
- Wrote to City Council on two occasions. The first expressing concern about unregulated programs and services for children, such as trampoline parks, and the second outlining concerns regarding the shortage of qualified, quality early childhood educators in Richmond and the negative impacts this has on service delivery.
- Monitored senior levels of government announcements regarding child care initiatives. This included the Federal Multilateral Early Learning and Child Care Framework and the Provincial Child Care BC Plan and 2018 Provincial Budget to support the development of a comprehensive child care system in BC.
- Offered input to the CCDAC staff liaison on the strategies and actions being initiated from the 2017–2022 Richmond Child Care Needs Assessment and Strategy.
- Offered input into the updated CCDAC Terms of Reference which were approved by Council on November 13, 2018 and took effect January 1, 2019.
- Provided input into the planning and implementation of a Roundtable for Child Care Providers initiated by Minister of State for Child Care, Katrina Chen on November 15, 2018. Many members of CCDAC also attended and participated in the event by sharing personal and professional experiences as educators, operators and committee members.
- Reviewed and made recommendations on the 2018 and 2019 City Child Care Grants for inclusion in staff reports to the City's General Purposes Committee.

### 2019 Work Program

On January 9, 2019, the CCDAC approved the proposed 2019 Work Program (Attachment 2). This year the CCDAC will give priority to:

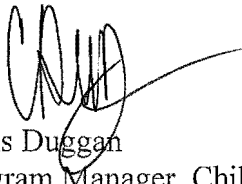
- Making recommendations to City Council regarding advocacy that could be undertaken with senior levels of government regarding the ongoing implementation of the Federal Multilateral Early Learning and Care Framework and the Provincial Child Care BC plan;
- Liaising with the Program Manager, Child Care (staff liaison) regarding issues related to child care that need further attention, action or clarification;
- Providing feedback to the City regarding the development of new child care centres and early childhood development hubs;
- Participating in the review of the City's Child Care Grants program to ensure it is meeting non-profit child care operators' needs;
- Proposing activities for Child Care Month in May 2019.

### **Financial Impact**

There is no financial impact.

### **Conclusion**

The Child Care Development Advisory Committee's 2018 Annual Report provides information on the activities undertaken by the Committee in the previous year. The 2019 Work Program outlines activities regarding the Committee's intention to monitor and address emerging issues affecting child care services in Richmond. Staff are recommending that the Child Care Development Advisory Committee 2018 Annual Report and 2019 Work Program be approved.



Chris Duggan  
Program Manager, Child Care  
(604-204-8621)

- Att. 1: Child Care Development Advisory Committee 2018 Annual Report  
2: Child Care Development Advisory Committee 2019 Work Program



**City of Richmond Child Care Development Advisory Committee  
2018 Annual Report**

Highlights of the Child Care Development Advisory Committee (CCDAC) meetings and events are outlined below:

1. Reported to the City's Planning Committee about the 2017 CCDAC Annual Report and 2018 Work Program.
2. Selected members for three active CCDAC subcommittees to support the work of the overall Committee: Advocacy, Child Care Month Event and Child Care Grants.
3. Provided feedback throughout the year on new child care development proposals for future City-owned child care facilities.
4. Participated in the annual May Child Care Dinner, which several committee members attended along with the Mayor and some members of City Council.
5. Planned and hosted events for May Child Care Month including Child Care Centre Professional Development Tours and two workshops for childcare providers and early childhood educators on Best Practices for Working with Children Who Have Experienced Trauma and Heart Mind Well-Being, outlining ways child caregivers can foster positive human qualities.
6. Wrote to City Council on two occasions. The first expressing concern about unregulated programs and services for children, such as trampoline parks, and the second outlining concerns regarding the shortage of qualified, quality early childhood educators in Richmond and the negative impacts this has on service delivery.
7. Monitored senior levels of government announcements regarding child care initiatives. These included the Federal Multilateral Early Learning and Child Care Framework Agreement and related transfer payments to the Provinces to create child care spaces and support operators; and Provincial announcements about the implementation of the Child Care BC Plan and 2018 Provincial Budget and the numerous initiatives that were included in this to support the development of a comprehensive child care system in BC.
8. Offered input to the CCDAC staff liaison on the strategies and actions being initiated from the 2017–2022 Richmond Child Care Needs Assessment and Strategy.

9. Offered input into the updated CCDAC Terms of Reference which were approved by Council on November 13, 2018 and took effect January 1, 2019. These changes were made to outline the Committee's advisory role and capacity, improve clarity and better reflect organizational and operational updates including the creation of the Program Manager, Child Care position.
10. Provided input into the planning and implementation of a Roundtable for Child Care Providers initiated by Minister of State for Child Care, Katrina Chen. Many members of CCDAC also attended and participated in the event by sharing personal and professional experiences as educators, operators and committee members.
11. Reviewed and made recommendations on the 2018 and 2019 City Child Care Grants for inclusion in staff reports to the City's General Purposes Committee.

### **Members of The 2018 Child Care Development Advisory Committee**

#### **Voting:**

1. Linda Shirley (Chair)
2. Kathy Moncalieri (Vice Chair)
3. Maryam Bawa
4. Jarrod Connolly
5. Diana Ma
6. Heather Logan
7. Shyrose Nurmohamed
8. Ofra Sixto
9. Gordon Surgeson
10. Daan Kuar Matharu (January to August)
11. Lucia Rincon (January to February)
12. Adam Picotte (January to June)
13. Agnes Lee (June to December)

#### **Non-voting:**

1. Marcia MacKenzie (Richmond Child Care Resource and Referral, January to August)
2. Jocelyn Wong (Richmond Child Care Resource and Referral, September to December)

#### **Council Representative (Non-Voting)**

1. Councillor Alexa Loo (January to October)
2. Councillor Kelly Greene (November to December)

#### **School Board Liaison (Non-Voting)**

1. Trustee Jonathan Ho (School Board) (to January 2018)
2. Richard Steward (Director of Instruction – Learning Services) (February to December)

#### Staff Liaison (Non-Voting)

1. Coralys Cuthbert, Child Care Coordinator (January to June)
2. Chris Duggan, Program Manager, Child Care (July to December)

#### Recording Secretary (Non-Voting)

1. Jodi Allesia

#### 2018 CCDAC Budget

CCDAC received an operating budget of \$5,000 for 2018. The funds were allocated as follows:

Item	Cost
Recording Secretary Salary	\$2,400.00
Meeting and Miscellaneous Expenses	\$1,600.00
Child Care Month Event	\$ 600.00
Child Care Month Dinner	\$400.00
<b>Total</b>	<b>\$5000.00</b>

#### Closing Comments

The Committee benefited from the participation and support of Councillors Alexa Loo and Kelly Greene, Trustee Jonathan Ho as the Council and School Board liaisons. Councillor Loo has regularly shared information and highlights on matters related to child care which were being dealt with by City Council. She also contributed valuable insights to discussions on child care issues, both from a professional perspective and as a parent of young children herself.

Councillor Greene joined the Committee in November 2018 and the Committee looks forward to working with her in 2019. It has been a great benefit to the Committee to have regular updates from the School Board particularly on the school district's plans for long-range facility planning, seismic upgrades to a number of schools and the potential impacts to child care operators located in these schools.

The Committee has a wide range of representation from both operators and providers of licensed child care; parents who use child care services in Richmond; teachers and service providers who support the provision of child care including Supported Child Development and Child Care Resource and Referral. The diversity of perspectives and experiences provided opportunities to problem solve, engage in debate and creatively identify ways to support the development of a comprehensive child care system in Richmond. Committee members shared that their experience over the past year was fulfilling both personally and professionally, they expressed pride in their involvement with the ongoing development of child care in Richmond, including celebrating the opening of Seasong and Garden's Child Care Centres, and appreciated the opportunity to share insights and perspectives as parents, educators, caregivers and operators.

Coralys Cuthbert, Staff Liaison, was a valuable resource for all committee members and her expertise and collaboration were appreciated until her retirement in July. Coralys was replaced by Chris Duggan who participated in meetings throughout the fall and who made the transition quite seamless.

A special thanks is also extended to Jodi Allesia for her excellent recording of our meetings. Jodi has also 'retired' from her position as recording secretary as she is now working full time as a teacher. The Committee has appreciated her support and detailed note taking for many years.

Following the implementation of standard term limits for all City Advisory Bodies and a grandfathering period, two long standing committee members reached their term limits at the end of this year. The CCDAC saw the departure of Shyrose Nurmohamed and Linda Shirley at the end of their terms in December. Over their many years of service they provided valuable insight, experience and support to the Committee.

**Prepared by:**

*Linda Shirley. Chair, Child Care Development Advisory Committee, December 2018*

### **Child Care Development Advisory Committee's 2019 Work Program**

The proposed 2019 Work Program is consistent with the Child Care Development Advisory Committee's mandate to act as a resource and provide advice to City Council regarding the planning, development, support and promotion of a range of quality, affordable and accessible child care in Richmond.

It supports the City's Social Development Strategy's Strategic Direction 4:

- *Help Richmond's Children, Youth and Families Thrive.*

It also supports the 2017–2022 Richmond Child Care Needs Assessment and Strategy:

- *Strategic Direction - Collaboration and Partnership: Action 22. Continue to support the work of the Child Care Development Advisory Committee with the view of building the capacity of the child care sector and parents understanding of child care options (e.g. host events to celebrate child care month, hold information sessions for parents on finding child care, organize networking events for child care providers, and support professional development opportunities for early childhood educators.*
- *Strategic Direction – Policy and Planning: Action 6. Review and update the Terms of Reference for the Child Care Development Advisory Committee (CCDAC) to ensure the committee is fulfilling its role and mandate.*

### **2019 CCDAC Budget**

CCDAC annually receives an operating budget of \$5,000.

## **2019 CCDAC Work Program**

<b>Initiative</b>	<b>CCDAC Action/Steps</b>	<b>Expected Outcome</b>	<b>Indicator of Success</b>	<b>Partners</b>
<b>Advocacy</b>				
Make recommendations to City Council regarding advocacy that could be undertaken with senior levels of government regarding the ongoing implementation of the Federal Multilateral Early Learning and Care Framework and the Provincial Child Care BC plan (including funding, changing policies, and licensing issues for child care providers)	<ul style="list-style-type: none"> <li>• Monitor child care issues and emerging trends</li> <li>• Monitor senior government announcements and changes re: child care policy and funds for creating new child care spaces</li> <li>• Discuss, consider roles, and summarize issues that come to the CCDAC's attention</li> <li>• Pass motions or resolutions</li> <li>• Prepare letters and briefs</li> <li>• Submit advice to City Council through Staff Liaison</li> </ul>	<ul style="list-style-type: none"> <li>• Council will be informed about child care issues it may wish to pursue with senior levels of government</li> </ul>	<ul style="list-style-type: none"> <li>• Improved funding, implementation of a new Provincial child care plan and child care licensing</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Child Care Licensing (VCH)</li> <li>• Federal Govt.</li> <li>• Provincial Govt.</li> </ul>
Liaise with the Program Manager, Child Care regarding issues that need further attention, action or clarification	<ul style="list-style-type: none"> <li>• At monthly meetings, provide the Program Manager, Child Care with information and CCDAC's perspective on key child care issues impacting Richmond operators, providers and families</li> <li>• Participate in actions noted in the 2017-2022 Richmond Child Care Needs Assessment and Strategy that are identified as needing CCDAC involvement</li> <li>• Provide advice on the future City of Richmond child care initiatives</li> <li>• Provide ideas for communication materials that will assist child care operators and parents</li> <li>• Respond to Council referrals through the Program Manager, Child Care</li> </ul>	<ul style="list-style-type: none"> <li>• The Program Manager, Child Care, as the staff liaison to CCDAC, will be informed regarding CCDAC's perspective on key child care issues</li> </ul>	<ul style="list-style-type: none"> <li>• The Program Manager, Child Care working with CCDAC's advice and under City Council's direction addresses priority child care issues for Richmond</li> <li>• Liaising with CCDAC assists the Program Manager, Child Care to successfully address the City's objectives</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Stakeholders</li> <li>• Child care providers and early childhood educators</li> </ul>

Initiative	CCDAC Action/Steps	Expected Outcome	Indicator of Success	Partners
<b>Advocacy (continued)</b>				
Participate in City consultations	<ul style="list-style-type: none"> <li>Continue to participate in discussions about the implementation of the City's Social Development Strategy and the 2017-2022 Richmond Child Care Needs Assessment and Strategy</li> <li>Provide input into other City consultation processes as they relate to the CCDAC's mandate (e.g. City Budget, Affordable Housing Update)</li> </ul>	<ul style="list-style-type: none"> <li>Implementation of actions in the City's Social Development Strategy and the 2017-2022 Richmond Child Care Needs Assessment and Strategy incorporates CCDAC's perspective</li> <li>CCDAC's advice is provided to City consultation processes that are relevant to its mandate</li> </ul>	<ul style="list-style-type: none"> <li>Plans for future growth will address the need for quality, affordable childcare</li> </ul>	<ul style="list-style-type: none"> <li>City Council</li> <li>Stakeholders</li> <li>Child care providers and early childhood educators</li> </ul>
Advise the City regarding the development of new child care centres and early childhood development hubs	<ul style="list-style-type: none"> <li>CCDAC to be consulted at the earliest point possible in the development process</li> <li>Review proposals for City-owned child care facilities and early childhood development hubs.</li> </ul>	<ul style="list-style-type: none"> <li>CCDAC is consulted regarding the planning and development of new City child care facilities secured through rezoning processes</li> </ul>	<ul style="list-style-type: none"> <li>Child care facilities and early childhood development hubs are well designed and meet community needs regarding size, location, and programs offered</li> </ul>	<ul style="list-style-type: none"> <li>City Council</li> <li>City Planners</li> <li>Developers</li> <li>Stakeholders</li> <li>Childcare operators</li> </ul>
Identify and provide information to CCDAC members on community advocacy initiatives that impact children and families	<ul style="list-style-type: none"> <li>At monthly meetings, or as relevant, share information with CCDAC regarding key, related community advocacy initiatives impacting Richmond child care operators, providers and families</li> </ul>	<ul style="list-style-type: none"> <li>CCDAC will be informed about community advocacy issues related to children and families.</li> </ul>	<ul style="list-style-type: none"> <li>CCDAC members have better access to information on advocacy initiatives related to child care, children and families</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders</li> </ul>

Initiative	CCDAC Action/Steps	Expected Outcome	Indicator of Success	Partners
<b>Child Care Grants</b>				
Recommend Child Care Grant Allocations	<ul style="list-style-type: none"> <li>Review child care grant applications</li> <li>Make grant recommendations to Council</li> </ul>	<ul style="list-style-type: none"> <li>Council endorses CCDAC's recommendations and allocates grants to non-profit societies so these organizations will be able to undertake capital projects to improve the quality of their furnishings, equipment and physical space</li> <li>Richmond's early childhood educators will receive training opportunities as a result of City Council's allocation of Professional and Program Development Grants</li> </ul>	<ul style="list-style-type: none"> <li>The quality and capacity of child care programs will be enhanced as a result of the City's Child Care Grants Program</li> </ul>	<ul style="list-style-type: none"> <li>City Council</li> <li>Stakeholders</li> <li>Child care operators</li> </ul>
<b>Child Care Month</b>				
Propose and implement activities for Child Care Month in May	<ul style="list-style-type: none"> <li>Plan for an annual event to occur in Richmond during May Child Care Month which will include professional development opportunities for Richmond child care providers and/or exhibitions to showcase the work of Richmond's child care providers.</li> <li>Participate in the Annual Child Care Month Dinner held in May</li> </ul>	<ul style="list-style-type: none"> <li>Richmond residents will learn about child care services in their community</li> <li>Richmond child care providers will have an opportunity to receive useful information for professional development</li> <li>Richmond child care providers will be supported and celebrated for their work</li> </ul>	<ul style="list-style-type: none"> <li>May Child Care Month activities enhance the work of child care professionals in Richmond</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders</li> <li>Child care providers and early childhood educators</li> </ul>



Initiative	CCDAC Action/Steps	Expected Outcome	Indicator of Success	Partners
<b>2017 – 2022 Richmond Child Care Needs Assessment and Strategy - Implementation Actions</b>				
Assist with the implementation of actions noted in the 2017-2022 Richmond Child Care Strategy	<ul style="list-style-type: none"> <li>• Action 3 – participate in the review of the Child Care Grants program to ensure it is meeting non-profit child care operators' needs (e.g. timing, number of grant cycles per year, budget). Review the Child Care Grant Program guidelines eligibility criteria for organizations and types of projects)</li> <li>• Action 19 – with input from other organizations such as Vancouver Coastal Health, School District 38, Richmond Child Care Resource and Referral, Richmond Children First etc. collaborate to improve availability of information to Richmond families on child care and family-related resources</li> <li>• Action 22 – continue to support the CCDAC in building the capacity of the child care sector and parents understanding of child care options (e.g. host events to celebrate child care month, hold information sessions for parents on finding child care, organize networking events for child care providers, and support professional development opportunities for early childhood educators)</li> <li>• Action 23 – facilitate and promote the delivery of professional development training for those employed licensed child care programs with the goal of maintaining and enhancing the quality of programs offered in Richmond</li> <li>• Provide advice on other actions related to the Strategy as requested by the Program Manager, Child Care</li> </ul>	<ul style="list-style-type: none"> <li>• Short term actions noted in the Strategy are completed, particularly those identified as involving the CCDAC</li> </ul>	<ul style="list-style-type: none"> <li>• The Child Care Grant Program is enhanced and better meets needs of applicants with clear eligibility criteria</li> <li>• Richmond families have better access to information on child care and other family-related resources</li> <li>• Richmond early childhood educators have more professional development opportunities and the quality of child care programs in Richmond is enhanced</li> </ul>	<ul style="list-style-type: none"> <li>• Council</li> <li>• Stakeholders</li> <li>• Child care operators, providers and early childhood educators</li> </ul>



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** January 7, 2019  
**From:** Kim Somerville  
Manager, Community Social Development **File:** 08-4057-05/2018-Vol  
01  
**Re:** **Housing Agreement Bylaw No. 9955 to Permit the City of Richmond to Secure  
Affordable Housing Units at 23200 Gilley Road**

### Staff Recommendation

That Housing Agreement (23200 Gilley Road) Bylaw No. 9955 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ16-754305.

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

Att. 1

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

## **Staff Report**

### **Origin**

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9955 to secure at least 959 m<sup>2</sup> (10,326 ft<sup>2</sup>) or 14 affordable housing units in the proposed development located at 23200 Gilley Road (Attachment 1).

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

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

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

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

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

*Strategic Direction #1: Expand Housing Choices*

This report and bylaw are consistent with the Richmond Affordable Housing Strategy, 2017–2027 adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering of the five per cent affordable housing contribution rate. This rezoning introduces the development of a total of approximately 223 residential units (RZ16-754305).

Rezoning Application RZ16-754305 was given second and third readings at the Public Hearing on June 18, 2018 for the redevelopment of 23200 Gilley Road. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures 14 affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

It is recommended that the proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9955) be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

## Analysis

The 14 affordable housing units proposed represent approximately five per cent of the total residential floor area and six of these units will be family-friendly two bedroom units. Ten of the 14 units have been designed to Basic Universal Housing standards. The 14 affordable housing units will be dispersed over levels two, three and four in Building A and Building B of the development.

The subject development application involves a development consisting of approximately 223 residential units including 14 affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
1-BR	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	6
1-BR + Den	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975	\$38,250 or less	2
2-BR	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	1
2-BR + Den	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218	\$46,800 or less	5
<b>TOTAL</b>	<b>959 m<sup>2</sup> (10,326 ft<sup>2</sup>)</b>	<b>Varies</b>	<b>Varies</b>	<b>14</b>

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

The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements.

In addition, the Agreement restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units. The Agreement specifies that occupants of the affordable rental housing units shall have unlimited access to all required residential indoor and outdoor amenity spaces as well as all required affordable housing parking spaces and associated shared facilities (e.g. visitor parking, bike storage, bike maintenance and loading) in the development. Affordable housing tenants will also not be charged additional costs (i.e. move in/move out fees).

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to secure the 14 affordable rental units.

## Financial Impact

None.

### **Conclusion**

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9955 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure 14 affordable rental units that are proposed in association with Rezoning Application RZ16-754305.



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

Att. 1: Map of 23200 Gilley Road



# City of Richmond

## Bylaw 9955

### Housing Agreement (23200 Gilley Road) Bylaw No. 9955

The Council of the City of Richmond enacts as follows:

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

PID: 006-722-911      Lot 1, Section 1, Block 4, North Range 4 West New Westminster  
District Plan 73888

This Bylaw is cited as **Housing Agreement (23200 Gilley Road) Bylaw No. 9955**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

_____
_____
_____
_____

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

\_\_\_\_\_  
MAYOR

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

Schedule A

To Housing Agreement (23200 Gilley Road) Bylaw No. 9955

HOUSING AGREEMENT BETWEEN ELASHI DEVELOPMENTS LTD. AND AMANA  
DEVELOPMENTS LTD. AND THE CITY OF RICHMOND

**HOUSING AGREEMENT**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference the \_\_\_\_\_, day of December, 2018,

**BETWEEN:**

**ELASHI DEVELOPMENTS LTD., (INC. NO. BC0207849)**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 9837 Waller Court, Richmond, British Columbia, V7E 5S9

(“**Elashi**”)

**AND:**

**AMANA DEVELOPMENTS LTD., (INC. NO. BC0116284)**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 9837 Waller Court, Richmond, British Columbia, V7E 5S9

(“**Amana**” together with Elashi, the “**Owner**” as more fully defined in section 1.1 of this Agreement)

**AND:**

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

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

**WHEREAS:**

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15



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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy adopted by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Development, or all Tenants of Affordable Housing Units in the Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, fitness facilities, outdoor recreation facilities, and related access routes;

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

- (i) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (j) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands;
- (l) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **"Director of Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (n) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (o) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

Housing Agreement (Section 483 *Local Government Act*)  
 23200 Gilley Road  
 Application No. RZ 16-754305 Bylaw 9764  
 Consideration No.15

- (p) **“Family”** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (q) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (s) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) **“Lands”** means certain lands and premises legally described as PID: 006-722-911, Lot 1 Section 1 Block 4 North Range 4 West NWD Plan 73888 as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **“LTO”** means the New Westminster Land Title Office or its successor;
- (x) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (y) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **“Permitted Rent”** means no greater than:
  - (i) \$811.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;

Housing Agreement (Section 483 *Local Government Act*)  
 23200 Gilley Road  
 Application No. RZ 16-754305 Bylaw 9764  
 Consideration No.15

- (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
- (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (bb) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ee) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ff) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

## 1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;

Housing Agreement (Section 483 *Local Government Act*)  
 23200 Gilley Road  
 Application No. RZ 16-754305 Bylaw 9764  
 Consideration No.15

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

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
  - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
    - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
    - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
    - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all Affordable Housing Units located in the Development in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all the Affordable Housing Units located in the Development. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City.
- 3.3 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:
 

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

    - (i) a statement of the Tenant’s annual income once per calendar year;
    - (ii) number of occupants of the Affordable Housing Unit;
    - (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
    - (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
    - (v) a statement of before tax employment income for all occupants over 18 years of age; and
    - (vi) total income for all occupants of the Affordable Housing Unit;”
  - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.4 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

Housing Agreement (Section 483 *Local Government Act*)  
 23200 Gilley Road  
 Application No. RZ 16-754305 Bylaw 9764  
 Consideration No.15

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

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (v) extra charged for the use of sanitary sewer, storm sewer, or water; or
  - (vi) property or similar tax;

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15



- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(o) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

- 3.7 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

#### **ARTICLE 5 STRATA CORPORATION BYLAWS**

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

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

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

## ARTICLE 6 DEFAULT AND REMEDIES

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

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Housing Agreement**

The Owner acknowledges and agrees that:

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

**7.2 No Compensation**

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

**7.3 Modification**

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

#### 7.4 Management

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

#### 7.5 Indemnity

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

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

#### 7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;

- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

#### **7.7 Survival**

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6 above, will survive termination or discharge of this Agreement.

#### **7.8 Priority**

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

#### **7.9 City's Powers Unaffected**

This Agreement does not:

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

#### **7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

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

#### 7.16 **Sole Agreement**

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

#### 7.17 **Further Assurance**

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

#### 7.18 **Covenant Runs with the Lands**

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

#### 7.19 **Equitable Remedies**

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

#### 7.20 **No Joint Venture**

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

#### 7.21 **Applicable Law**

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



**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

*[The Remainder of This Page is Intentionally Blank]*

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

**ELASHI DEVELOPMENTS LTD. (INC. NO. BC0207849)**

by its authorized signatory(ies):

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

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

**AMANA DEVELOPMENTS LTD., (INC. NO. BC0116284)**

by its authorized signatory(ies):

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

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

**CITY OF RICHMOND**

by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
David Weber, Corporate Officer

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

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

## Appendix A to Housing Agreement

STATUTORY DECLARATION  
(Affordable Housing Units)

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

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

1. ☐ I am the registered owner (the "**Owner**") of the Affordable Housing Units;  
or,  
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_ (the "**Period**");
3. Continuously throughout the Period:
  - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
  - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

Housing Agreement (Section 483 *Local Government Act*)  
23200 Gilley Road  
Application No. RZ 16-754305 Bylaw 9764  
Consideration No.15

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

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

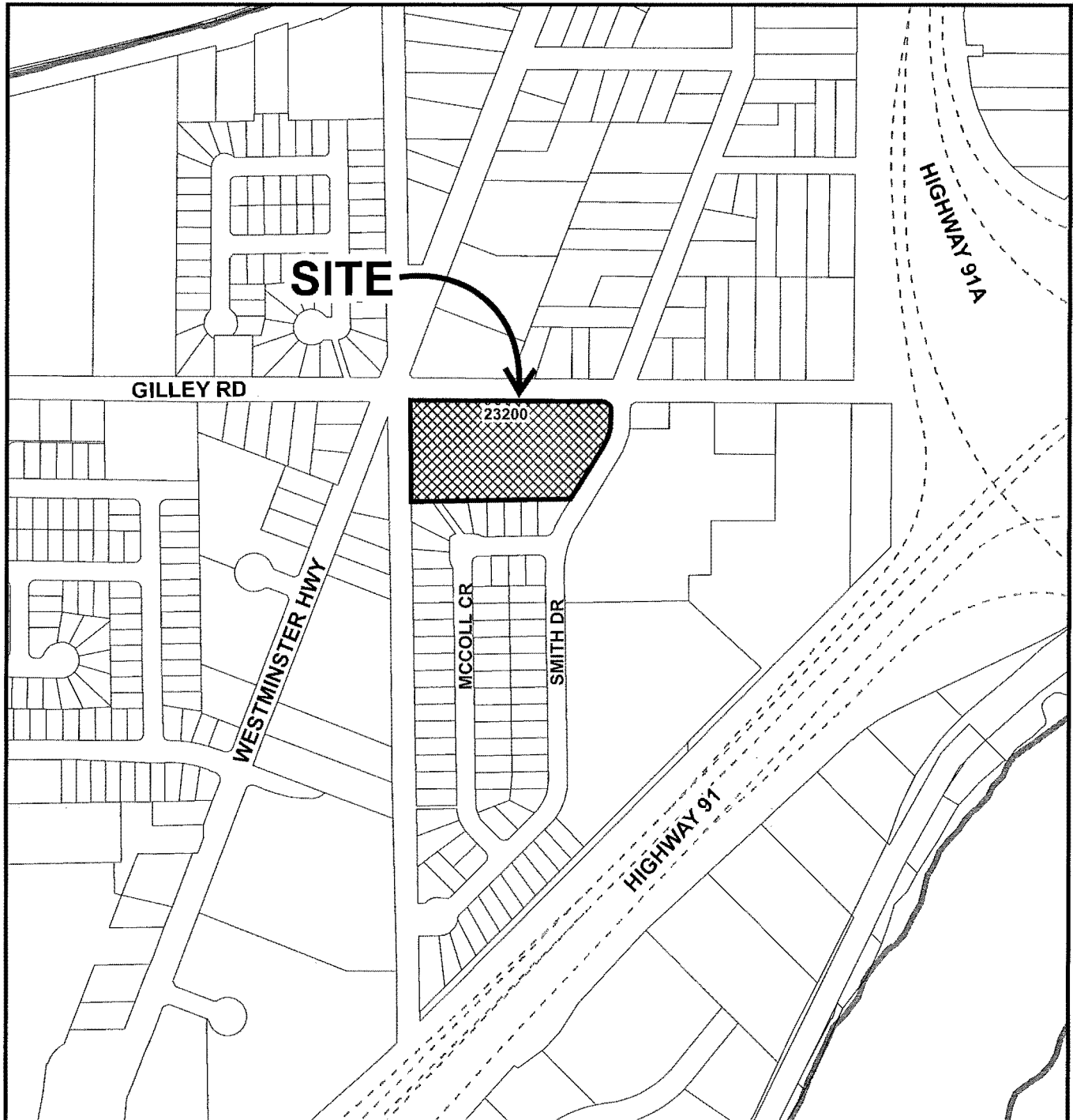
DECLARED BEFORE ME at \_\_\_\_\_ )  
 \_\_\_\_\_ in the )  
 Province of British Columbia, Canada, this )  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Notary Public and a Commissioner for )  
 taking Affidavits in and for the Province of )  
 British Columbia )

\_\_\_\_\_  
 (Signature of Declarant)  
 Name:

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



City of  
Richmond



23200 Gilley Road

PLN - 61

Original Date: 10/26/18

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee

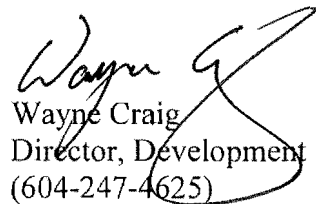
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** January 30, 2019  
**File:** RZ 18-814702

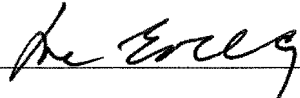
**Re:** Application by Eric Stine Architect Inc. for Rezoning at 8600, 8620, 8640 and 8660 Francis Road from "Single Detached (RS1/E)" Zone to "Low Density Townhouses (RTL4)" Zone

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9986, for the rezoning of 8600, 8620, 8640 and 8660 Francis Road from "Single Detached (RS1/E)" zone to "Low Density Townhouses (RTL4)" zone, to permit the development of 18 townhouse units with vehicle access from Francis Road, be introduced and given First Reading.

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

WC:jr  
Att. 6

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

## **Staff Report**

### **Origin**

Eric Stine Architect Inc. has applied to the City of Richmond for permission to rezone 8600, 8620, 8640, and 8660 Francis Road from the “Single Detached (RS1/E)” zone to the “Low Density Townhouses (RTL4)” zone, to permit the development of 18 two-storey and three-storey townhouse units with vehicle access from Francis Road. A location map and aerial photo is provided in Attachment 1.

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

### **Existing Condition and Site Context**

The subject site is 3,668.28 m<sup>2</sup> (39,485 ft<sup>2</sup>) in size and is located on the south side of Francis Road, between Garden City Road and Wagner Gate. The existing dwellings are accessed via four driveway crossings to Francis Road.

#### Existing Housing Profile

The subject site currently consists of four lots; each containing a single-family dwelling. The applicant has indicated that all four of the dwellings were owner-occupied, and none contain a secondary suite. Each of the dwellings will be demolished at a future development stage.

#### Surrounding Development

Existing development immediately surrounding the subject site is as follows:

- To the North, across Francis Road, are four single-family dwellings with coach houses on lots zoned “Coach Houses (RCH)”, and a lot undergoing redevelopment to create two single-family dwellings with coach houses as per the adopted rezoning (RZ 11-587257).
- To the South, are single-family dwellings on lots zoned “Single Detached (RS1/E)”, with vehicle access from Wagner Drive.
- To the East and West, are single-family dwellings on lots zoned “Single Detached (RS1/E)”, with vehicle access from Francis Road. These lots are designated for townhouse development in the Arterial Road Policy.

#### Existing Legal Encumbrances

There is an existing 3.0 m wide statutory right-of-way (SRW) registered on Title of the properties for the sanitary sewer located in the rear yard. This SRW will not be impacted by the proposed rezoning or redevelopment. The applicant is aware that encroachment into the SRW is not permitted.

## **Related Policies & Studies**

### Official Community Plan

The subject site is located in the Broadmoor planning area, and is designated “Neighbourhood Residential” in the Official Community Plan (OCP), which permits single-family, duplex, and townhouse development (Attachment 4). The proposed rezoning is consistent with this designation.

### Arterial Road Policy

The subject site is designated “Arterial Road Townhouse” in the Arterial Road Housing Development Map. The proposed rezoning is consistent with this designation.

### Affordable Housing Strategy

As per the City’s Affordable Housing Strategy, townhouse rezoning applications are required to provide a cash-in-lieu contribution of \$8.50 per buildable square foot towards the City’s Affordable Housing Reserve Fund. The applicant proposes to make a cash-in-lieu contribution of \$201,373.50, which is consistent with the Affordable Housing Strategy.

### Public Art Program Policy

The applicant will be participating in the City’s Public Art Program by making a voluntary contribution to the City’s Public Art Reserve fund for City-wide projects on City lands. Since this rezoning was received in 2018, the applicable rate for the contribution is \$0.85 per buildable square foot; for a total contribution in the amount of \$20,137.35. This voluntary contribution is required to be submitted to the City prior to final adoption of the rezoning bylaw.

### Floodplain Management Implementation Strategy

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

## **Public Consultation**

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

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



## **Analysis**

### **Site Planning**

The applicant proposes 8 three-storey townhouse units and 10 two-storey townhouse units arranged on a T-shaped central drive aisle. Conceptual development plans are included in Attachment 3.

The proposed site layout consists of:

- Two three-storey buildings, each containing four three-storey units and one two-storey unit, for a total of ten units, fronting Francis Road; and
- Six two-storey buildings, containing a total of eight units, along the south end of the site.

The units fronting Francis Road are arranged in two clusters, bisected by the entry drive aisle. Each cluster presents an articulated façade to Francis Road, including projecting gable ends over unit entrances and recessed second storey balconies. Private outdoor space is located in the front yard, and each unit has access to a second storey balcony for additional outdoor space. Building massing is stepped down to two storeys along each side yard interface to provide a transition between the townhouse development and existing single-family dwellings. Convertible units are proposed in these two-storey end units, for a total of two convertible units in the development.

The units along the south end of the site are two-storeys. Two duplex clusters and four stand-alone units are proposed. This arrangement suggests a collection of small single-family houses. Unit entrances are paired around a landscaped area containing a variety of shrubs, grasses, and trees. Living space is oriented toward the rear yard, and each unit includes a second storey balcony. Approximately half of the ground floor is set back 6.05 m from the rear lot line, with the remaining portions of the ground floor set back 5.45 m. The building face of the second storey is set back 7.64 m from the rear property line, and the balcony is set back 6.05 m. These setbacks are consistent with the requirements for arterial road townhouse development in relation to interface with single-family dwellings.

### **Amenity Space**

The applicant is proposing a cash contribution in-lieu of providing the required indoor amenity space on-site, at a rate of \$1,600 per unit as per the OCP. The total cash contribution required for this 18-unit townhouse development is \$28,800.

A common outdoor amenity space is proposed between the unit clusters on the south end of the site, directly across from the entry drive aisle. This location is highly visible and centrally located. The proposal includes landscaping, bench seating, a ping pong table, and a play structure suitable for young children.

Further refinement of the site plan, architectural character, outdoor amenity space, and convertible unit features of the proposed development will occur through the Development Permit process.

### Transportation and Site Access

Vehicle access is proposed via a single driveway crossing to Francis Road located in the middle of the site frontage. The proposed driveway is located approximately 100 m from Wagner Gate, which is consistent with the requirements for arterial road townhouse development.

The drive aisle is designed to provide vehicle access to future developments to the east and west of the site. Prior to final adoption of the rezoning bylaw, the applicant must register an SRW for public-rights-of-passage (PROP) across the entire driveway and drive aisle for this purpose.

Pedestrian access to the site is proposed via a walkway beside the driveway and a walkway on the west edge of the site.

Parking is provided on site for the townhouse units and visitors at rates consistent with Richmond Zoning Bylaw 8500. Each unit includes a garage with two parking spaces, for a total of 36 residential spaces. Parking spaces in the three-storey units are in a tandem arrangement, and the two-storey units feature side-by-side vehicle parking. Four visitor parking spaces are located at the ends of each arm of the drive aisle, including one larger accessible space.

Class 1 bicycle parking is provided in the garage of each three-storey unit, and in a bank of bike lockers on the west edge of the site along the pedestrian walkway. Class 2 bicycle parking is provided adjacent to the driveway.

### Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 12 bylaw-sized trees and three hedges located on the subject site, and three trees located on neighbouring properties.

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

- 12 trees (Tag # 6-10, 12- 18) located on the development site are either dead, dying, infected with Fungal Blight, or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be removed and replaced.
- Three hedges (Tag # 4, 5, and 11) located on-site are either in poor condition or low value. These hedges should be removed.
- Three trees (Tag # 1-3) located on adjacent neighbouring properties are identified to be retained and protected. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- Replacement trees should be specified at 2:1 ratio as per the Official Community Plan (OCP).

### *Tree Replacement*

The applicant wishes to remove 12 on-site trees (Tag # 6-10, 12-18). The 2:1 replacement ratio would require a total of 24 replacement trees. The applicant has agreed to plant 24 replacement trees in the development. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
6	11 cm	6 m
8	10 cm	5.5 m
2	9 cm	5 m
4	8 cm	4 m
4	6 cm	3.5 m

### *Tree Protection*

Three trees (Tag # 4, 5, and 11) on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwellings on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

### BC Energy Step Code

On July 26, 2018, Council adopted BC Energy Step Code requirements for all new residential developments. The proposed development consists of townhouses that staff anticipates would be designed and built in accordance with Part 9 of the BC Building Code. As such, this development would be expected to achieve Step 3 of the Energy Step Code for Part 9 construction (Climate Zone 4).

### Site Servicing and Frontage Improvements

The applicant is required to enter into a Servicing Agreement at Building Permit stage for the design and construction of the required site servicing and frontage improvements, as described in Attachment 6. Frontage improvements include, but may not be limited to, the following:

- Removal and replacement of existing water and storm sewer lines in the property frontage.
- Undergrounding of existing overhead transmission lines.
- Removal of the existing sidewalk and boulevard and replacement with new 1.5 m wide concrete sidewalk at the property line, minimum 1.5 m wide landscaped boulevard with street trees and lighting, and 0.15 m concrete curb.
- Removal of the four existing driveways and replacement with frontage works as described above.
- Construction of a new driveway to the development site.

### Development Permit Application

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

- Compliance with the Development Permit Guidelines for multi-family developments and arterial road townhouses in the OCP.
- Refinement of the proposed building form and architectural character to achieve an engaging streetscape along Francis Road.
- Review of the size and species of on-site trees to ensure bylaw compliance and to achieve a mix of coniferous and deciduous species.
- Design of the common outdoor amenity space, including choice of play equipment and other features to ensure a safe and vibrant environment for children's play and social interaction.
- Review of accessibility features, including aging-in-place features in all units, and the provision of two convertible units.
- Review of a sustainability strategy for the development proposal, including steps to achieve Step 3 of the Energy Step Code for Part 9 construction (Climate Zone 4).

### **Financial Impact**

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

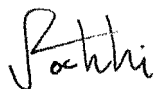
**Conclusion**

The purpose of this application is to rezone 8600, 8620, 8640, and 8660 Francis Road from the "Single Detached (RS1/E)" zone to the "Low Density Townhouses (RTL4)" zone, to permit the development of 18 two- and three-storey townhouse units with vehicle access from Francis Road.

The rezoning application complies with the land use designations and applicable policies contained within the OCP for the subject site. Further review of the project design will be completed as part of the Development Permit application review process.

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

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9986 be introduced and given First Reading.



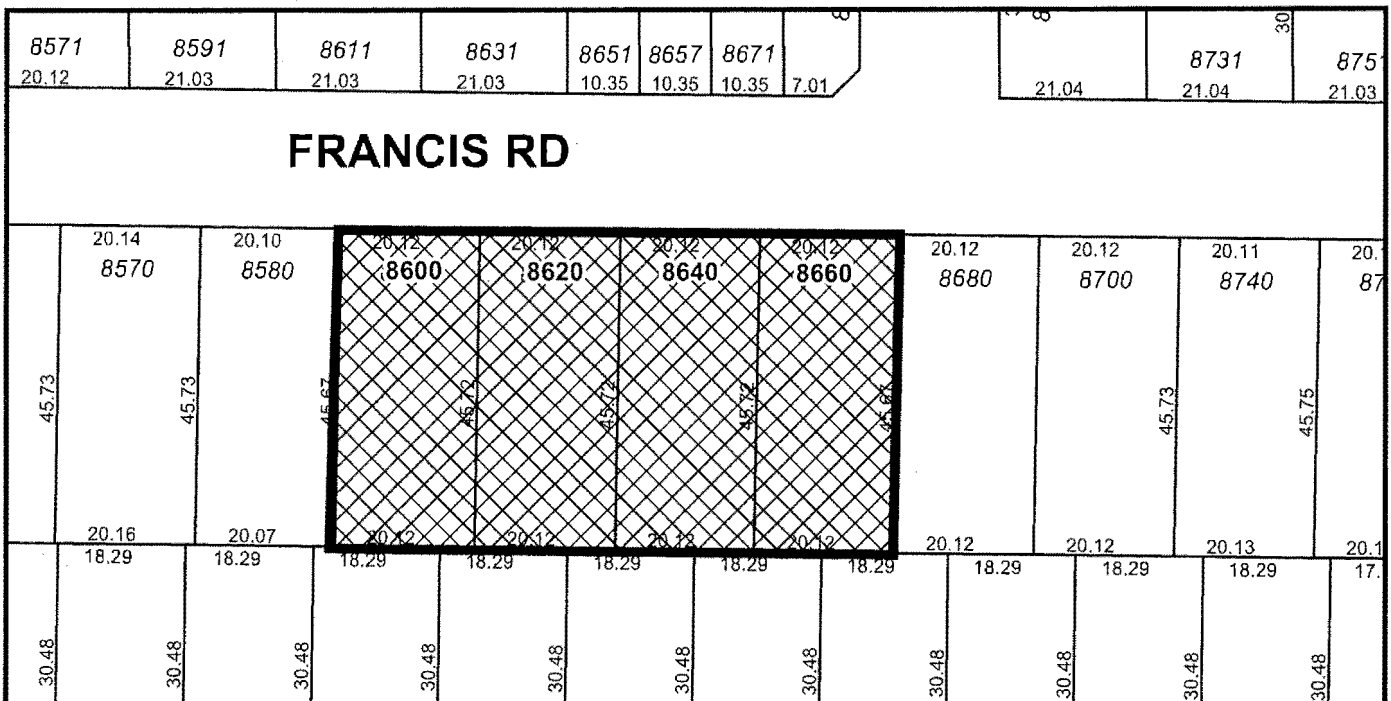
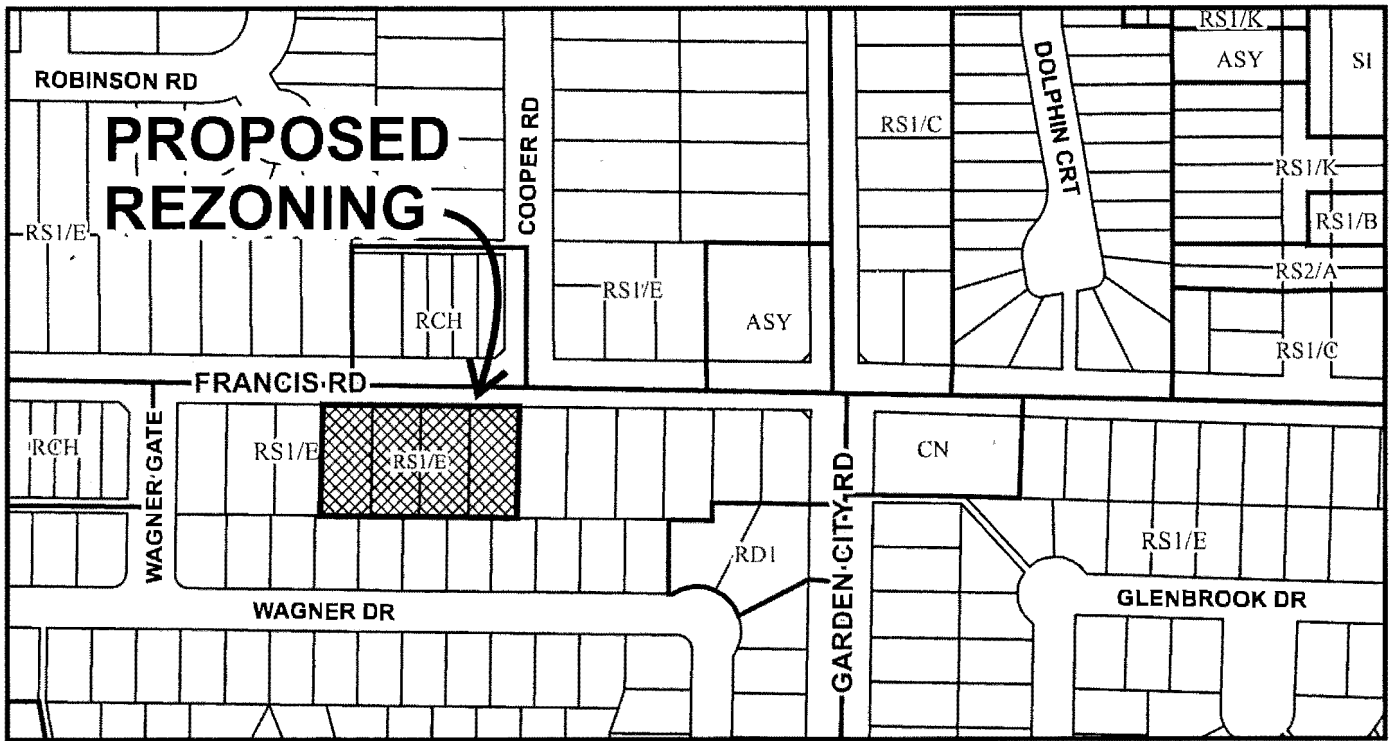
Jordan Rockerbie  
Planning Technician  
(604-276-4092)

JR:blg

- Attachment 1: Location Map and Aerial Photo
- Attachment 2: Development Application Data Sheet
- Attachment 3: Conceptual Development Plans
- Attachment 4: Broadmoor Neighbourhood Land Use Map
- Attachment 5: Tree Management Plan
- Attachment 6: Rezoning Considerations



# City of Richmond



## RZ 18-814702

Original Date: 03/15/18

Revision Date: 01/14/19

Note: Dimensions are in METRES





# City of Richmond



RZ 18-814702

Original Date: 03/19/18

Revision Date: 01/14/19

Note: Dimensions are in METRES



**RZ 18-814702**

**Attachment 2**

Address: 8600, 8620, 8640 and 8660 Francis Road

Applicant: Eric Stine Architect Inc.

Planning Area(s): Broadmoor

	Existing	Proposed
<b>Owner:</b>	Mavic Properties Ltd.	To be determined
<b>Site Size (m<sup>2</sup>):</b>	3,668.28 m <sup>2</sup>	No change
<b>Land Uses:</b>	Single-family residential	Multiple-family residential
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Low Density Townhouses (RTL4)
<b>Number of Units:</b>	Four single detached dwellings	18 townhouse dwellings

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60	none permitted
Buildable Floor Area (m <sup>2</sup> ):*	Max. 2,201 m <sup>2</sup> (23,691 ft <sup>2</sup> )	2,196.2 m <sup>2</sup> (23,639.7 ft <sup>2</sup> )	none permitted
Lot Coverage (% of lot area):	Building: Max. 40% Non-porous Surfaces: Max. 65% Landscaping: Min. 25%	Building: 35.9% Non-porous Surfaces: 62.2% Landscaping: Min. 25%	none
Lot Size:	N/A	3,668.28 m <sup>2</sup>	none
Lot Dimensions (m):	Width: 50.0 m Depth: 35.0 m	Width: 80.42 m Depth: 45.72 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 3.0 m Side: Min. 3.0 m	Front: 6.0 m Rear: 5.45 m West Side: 3.45 m East Side: 4.06 m	none
Height (m):	12.0 m (3 storeys)	11.97 m (3 storeys)	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.22 (V) per unit	none
Off-street Parking Spaces – Total:	36 (R) and 4 (V)	36 (R) and 4 (V)	none
Tandem Parking Spaces:	Permitted – Maximum of 50% of required residential spaces	16 (i.e. 44%)	none
Small Car Parking Spaces:	Permitted – Maximum of 50% of total required spaces	12 (i.e. 33 %)	none



On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Bicycle Parking Spaces – Class 1:	1.25 per unit (i.e. 23)	26	none
Bicycle Parking Spaces – Class 2:	0.2 per unit (i.e. 4)	4	none
Amenity Space – Indoor:	Min. 50 m <sup>2</sup> or \$1,600/unit cash-in-lieu (i.e. \$28,800)	\$28,800 cash-in-lieu	none
Amenity Space – Outdoor:	6 m <sup>2</sup> per unit (i.e. 108 m <sup>2</sup> )	136.2 m <sup>2</sup>	none

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

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

# 8600 / 8660 FRANCIS ROAD - REZONING



PLN - 74

1 Aerial From Street

A REVIEWED FOR REZONING 19-11-09

1 FOR REZONING		19-11-09
DATE	19-11-09	19-11-09
<b>ERIC STINE ARCHITECT INC</b> 1 HALLS LANE VANCOUVER, BC V6V 1A1 TEL: (604) 731-1205 FAX: (604) 731-1401		
<small>The drawings are the property of Eric Stine Architect Inc. and are not to be used for any other project without the written consent of Eric Stine Architect Inc. The drawings are not to be used for any other project without the written consent of Eric Stine Architect Inc. The drawings are not to be used for any other project without the written consent of Eric Stine Architect Inc.</small>		
PROJECT	19-11-09	19-11-09
<b>NEW TOWNHOUSES</b> REZONING 8600 / 8660 Francis Road VANCOUVER, BC V6V 1A1		
COVER PAGE		
SCALE		0.00
DRAWN BY		19-11-09



2 Aerial From Backyard

# 8600 / 8660 FRANCIS ROAD - REZONING



1 Front Building - Streetfront



2 Front Building - Sideyard



3 Front Building - Driveway Access



4 Front Building - Drive Able

A REVIEWED FOR REZONING 16-11-20

1	FOR REZONING	16-11-20
DATE	16-11-20	DATE
<b>ERIC STINE ARCHITECT INC</b> 10000 16th Ave NW Suite 100 Edmonton, Alberta T5A 1P6 Tel: (780) 441-1111 Fax: (780) 441-1112		
This drawing is the property of Eric Stine Architect Inc. All rights are reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Eric Stine Architect Inc.		
DATE	16-11-20	DATE
DATE	16-11-20	DATE
<b>NEW TOWNHOUSES REZONING</b> 8600 / 8660 Francis Road Edmonton, Alberta		
DATE	16-11-20	DATE
DATE	16-11-20	DATE
3D VIEWS 0.01 REZONING PLAN		



# 8600 / 8660 FRANCIS ROAD



1 Rear Buildings - Amenity Area Sideyard

PLN - 76



3 Rear Building Backyards



2 Rear Building Entrances



4 Rear Buildings - Drive Aisle

A REVIEWED FOR REDLINING 16-11-18

1 FOR REDLINING	16-11-18
NO DATE	NO DATE
<b>ERIC STINE</b> <b>ARCHITECT INC</b> 1-184 GLENN AVE CANADAN METROS SUITE 100 P.O. BOX 771-401 TEL: (905) 771-4010 FAX: (905) 771-4010	
The drawings are prepared for the purpose of providing a visual representation of the proposed development. They are not to be used for construction or for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client or for the results of any construction or other work based on these drawings.	
DATE: 16-11-18	DATE: 16-11-18
BY: E. STINE	BY: E. STINE
<b>NEW TOWNHOUSES</b> <b>REZONING</b> <b>AT</b> <b>8600 / 8660 Francis Road</b> 8600 / 8660 Francis Road P.O. BOX 771-401	
3D VIEWS	
0.02	0.02
0.02	0.02



*[Handwritten signature]*



REM. 23

22-07-01, 1

1-1964 WEST AVE.  
VANCOUVER, BC  
CANADA V6J 1G5  
TEL: (604) 732-1545  
FAX: (604) 736-9493

**SITE PLAN - GROUND FLOOR**

## A0.1



# 8600 / 8660 FRANCIS ROAD



PLN - 79

A. REVISED FOR REZONING 16-11-20

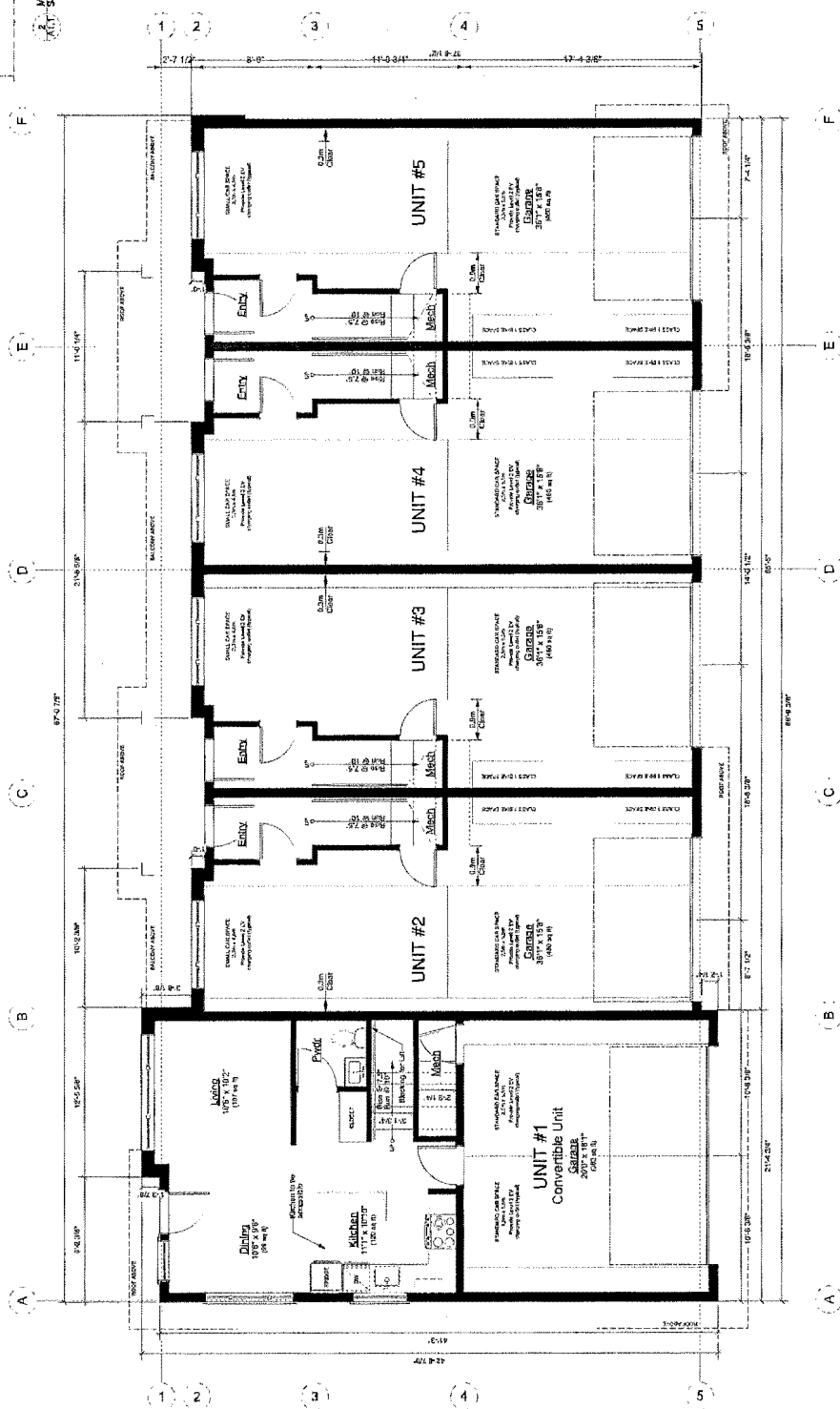
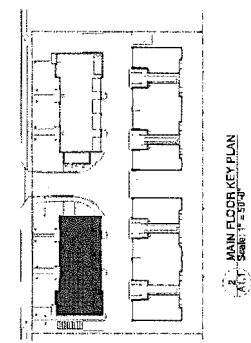
1. FOR REZONING	16-08-18
NO. 1000	DATE
<b>ERIC STINE ARCHITECT INC</b> 1-1000 101ST AVE VANCOUVER, BC TEL: (604) 271-0000 FAX: (604) 271-0000	
This drawing is the property of Eric Stine Architect Inc. and shall remain the property of the firm. It is to be used for the project and site only. It is not to be reproduced, copied, or used for any other purpose without the written consent of the firm. The firm assumes no responsibility for the accuracy or completeness of the information provided by the client. The firm is not responsible for any errors or omissions in this drawing. The client is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The firm is not responsible for any delays or costs incurred by the client due to the firm's actions or inactions.	
NAME: JR	DATE: JULY 2018
NO. 1000	DATE: JULY 2018
<b>NEW TOWNHOUSES REZONING</b> 8600 / 8660 Francis Road VANCOUVER, BC	
SITE PLAN - SECOND FLOOR SCALE: 1/8" = 1'-0" A0.2	
DRAWN: JACOB	

**Z**



## A0.3

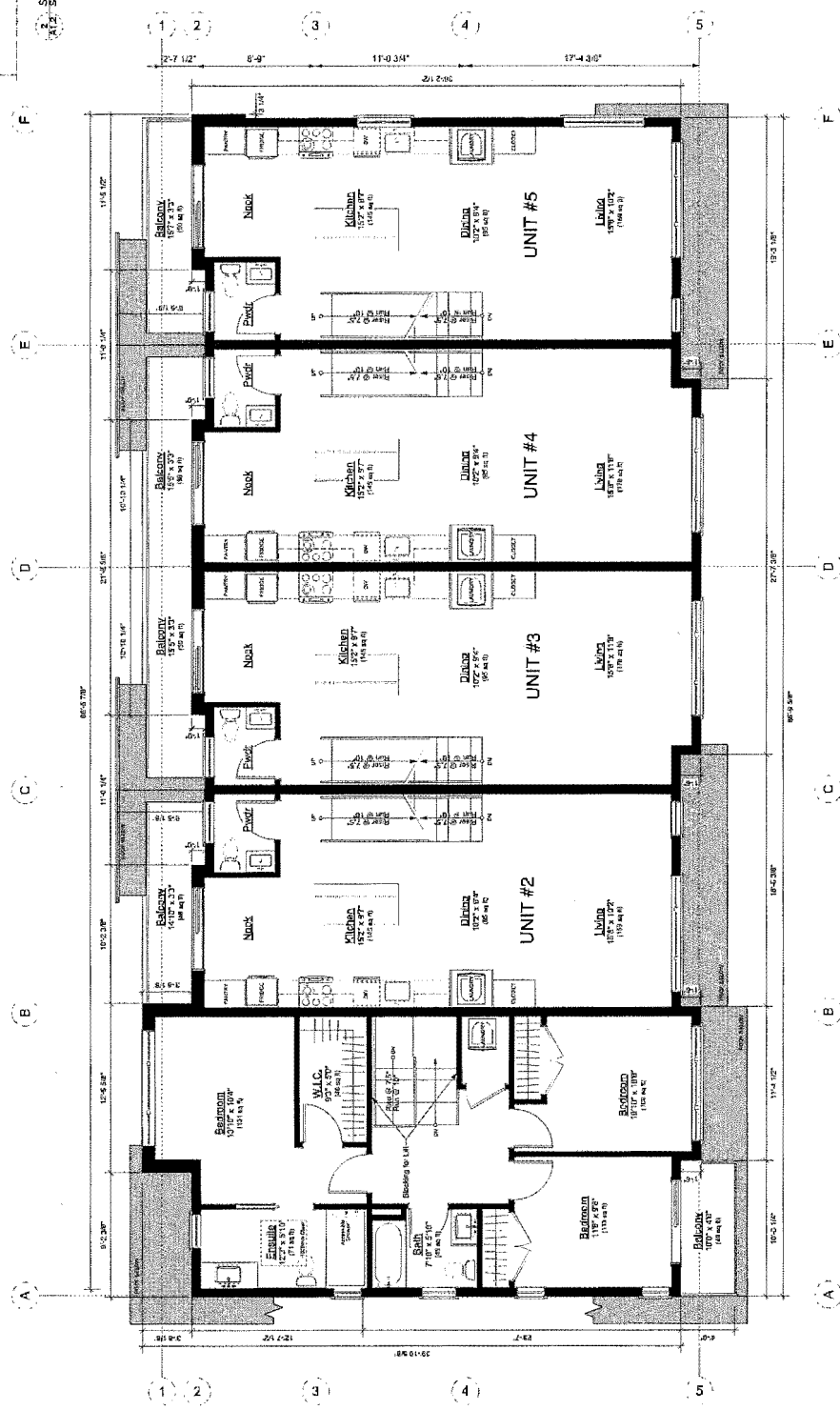
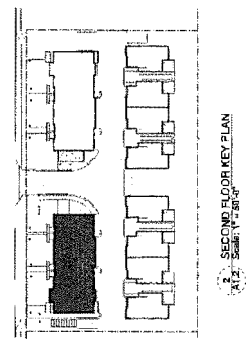




NOTE: UNITS 1-5 ARE MIRROR IMAGE

UNITS 1-5 - MAIN FLOOR

1. PROJECT NAME	NEW TOWNHOUSES
2. SITE	REZONING
3. ARCHITECT	ERIC STINE ARCHITECT INC.
4. PROJECT LOCATION	1000 N. 10th St. TAMPA, FL 33604
5. PROJECT NUMBER	1000 N. 10th St.
6. DATE	10-11-19
7. SCALE	1/4" = 1'-0"
8. SHEET NUMBER	1000 N. 10th St.
9. SHEET TOTAL	1000 N. 10th St.
10. PROJECT DESCRIPTION	REZONING
11. PROJECT ADDRESS	1000 N. 10th St.
12. PROJECT CITY	TAMPA, FL
13. PROJECT STATE	FL
14. PROJECT ZIP	33604
15. PROJECT PHONE	(813) 123-4567
16. PROJECT FAX	(813) 123-4567
17. PROJECT EMAIL	info@ericstine.com
18. PROJECT WEBSITE	www.ericstine.com
19. PROJECT SOCIAL MEDIA	Facebook: Eric Stine Architect Twitter: @ericstinearch Instagram: @ericstinearch
20. PROJECT NOTES	1. This project is a rezoning application for the property at 1000 N. 10th St., Tampa, FL 33604. The property is currently zoned R-1 (Single-Family Residential) and is being rezoned to R-2 (Medium-Density Residential). The rezoning is necessary to allow for the construction of a new townhouse development on the property. The property is located in the City of Tampa, Florida, and is adjacent to the existing townhouse development at 1000 N. 10th St. The rezoning is in accordance with the City of Tampa's Comprehensive Zoning Ordinance, which allows for the rezoning of properties to R-2 if the rezoning is in the public interest and if the property is suitable for the proposed use. The rezoning is also in accordance with the City of Tampa's Comprehensive Zoning Ordinance, which allows for the rezoning of properties to R-2 if the rezoning is in the public interest and if the property is suitable for the proposed use. The rezoning is also in accordance with the City of Tampa's Comprehensive Zoning Ordinance, which allows for the rezoning of properties to R-2 if the rezoning is in the public interest and if the property is suitable for the proposed use.

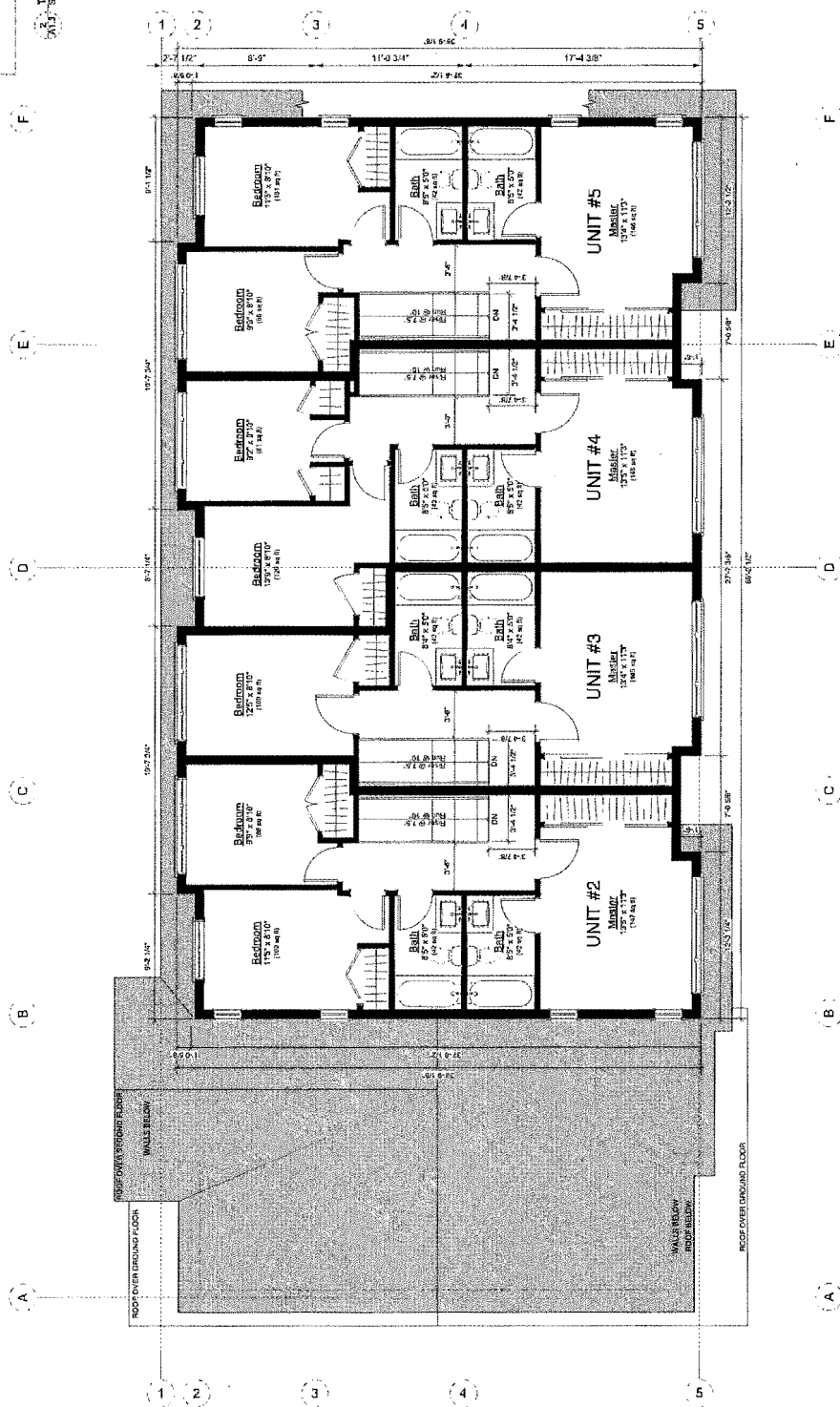
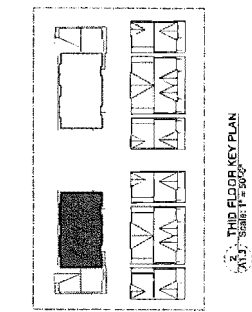


NOTE: UNITS 1-5 ARE MIRROR IMAGE

UNITS 1-5 - SECOND FLOOR  
SCALE: 1/8" = 1'-0"

A. PROJECT: NEW TOWNHOUSES  
15-05-11

1. PROJECT NAME	NEW TOWNHOUSES
2. PROJECT ADDRESS	8800 / 18600 Franchise Road
3. PROJECT CITY	MISSISSAUGA
4. PROJECT STATE	ON
5. PROJECT COUNTRY	CANADA
6. PROJECT PHONE	(905) 880-1860
7. PROJECT FAX	(905) 880-1860
8. PROJECT EMAIL	info@newtownhouses.ca
9. PROJECT WEBSITE	www.newtownhouses.ca
10. PROJECT ARCHITECT	ERIC STINE ARCHITECT INC.
11. PROJECT DATE	15-05-11
12. PROJECT SCALE	1/8" = 1'-0"
13. PROJECT SHEET	A1.2
14. PROJECT TOTAL SHEETS	15

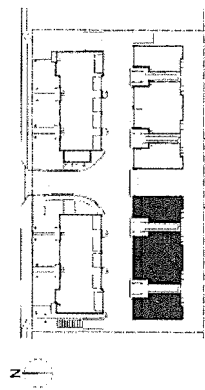


NOTES: UNITS 2-5 ARE MIRROR IMAGE

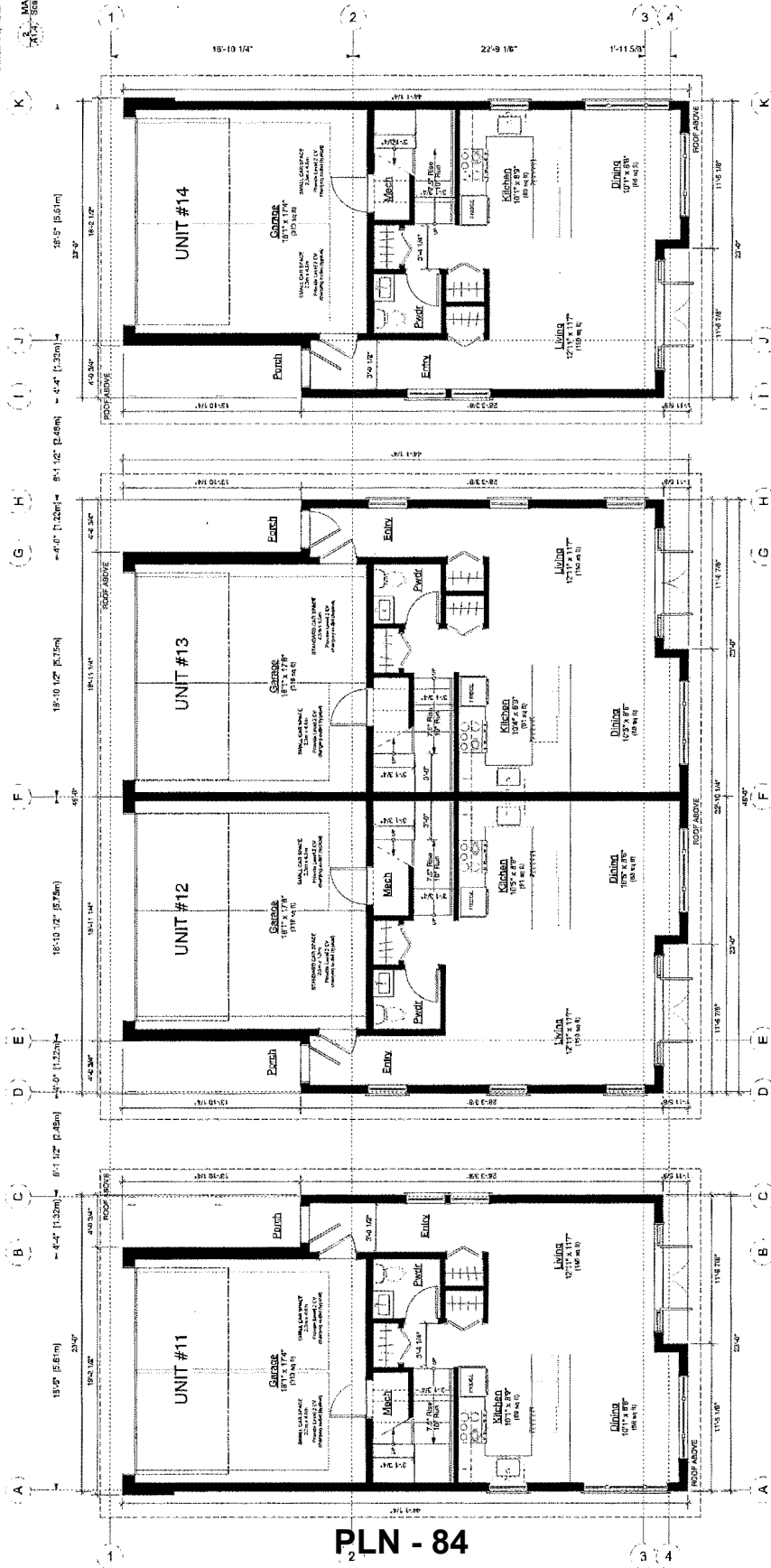
UNITS 1-5 - THIRD FLOOR  
SCALE: 1/4" = 1'-0"

A. NEWPORT PARTIZING 18-11-82

1. FOR REVISION		DATE	BY
2. FOR REVISION		DATE	BY
<b>ERIC STINE ARCHITECT INC.</b> 1000 AVENUE CANADA AVENUE VAN, (NOV 7) 1985			
NEW TOWNHOUSES REZONING 8800 / 1968 Francis Road VANCOUVER, B.C. V6P 1G1			
UNITS 1-5 THIRD FLOOR PROJECT NO. 18-11-82 A1.3			



MAIN FLOOR KEY PLAN  
Scale: 1" = 30'-0"

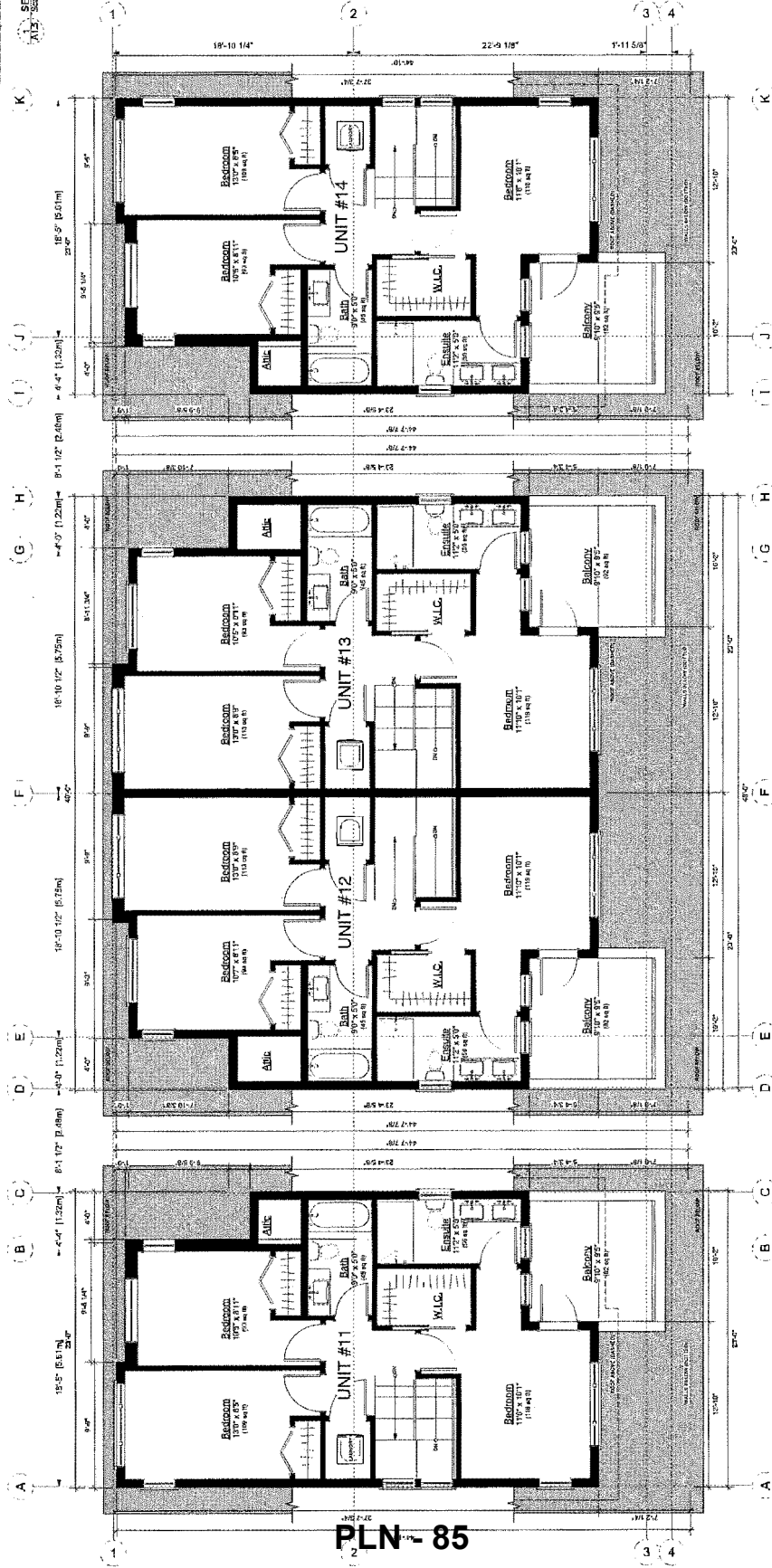
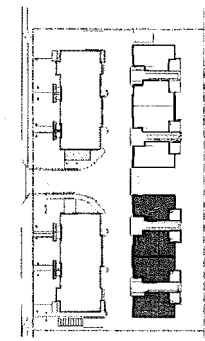


PLN - 84

NOTE: UNITS 15-18 ARE IDENTICAL TO UNITS 11-14

UNITS 11-14, 15-18 - GROUND FLOOR  
Scale: 1/4" = 1'-0"

1. NON-RESIDENTIAL		1/8" = 1'-0"
DATE	2017	DATE
ERIC STINE ARCHITECT INC.		
1000 W. 10th Ave. VANCOUVER, BC CANADA V6J 1G6 TEL: (604) 715-1000 FAX: (604) 715-1000		
The drawings are the property of Eric Stine Architect Inc. and are to be used only for the project and site specified. No part of these drawings may be reproduced or transmitted in any form or by any means electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Eric Stine Architect Inc.		
PROJECT	NEW TOWNHOUSES	DATE
REVISION	REVISED	DATE
NEW TOWNHOUSES REZONING AT 8600 / 8600 Francis Road VANCOUVER, BC A-11-2017		
UNITS 11-14 GROUND FLOOR		
PROJECT NO. 2017-001		
A1.4		
PROJECT LOCATION		
PROJECT		



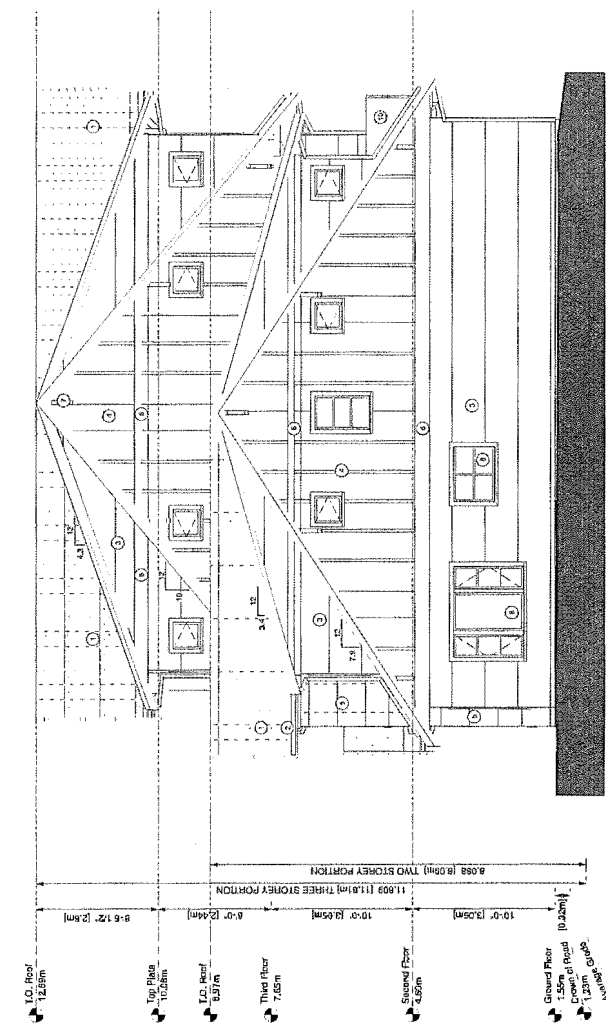
NOTE: UNITS 15-18 ARE IDENTICAL TO UNITS 11-14

2. UNITS 11-14 / 15-18 - SECOND FLOOR  
 (A1.5) Scale: 1/8" = 1'-0"

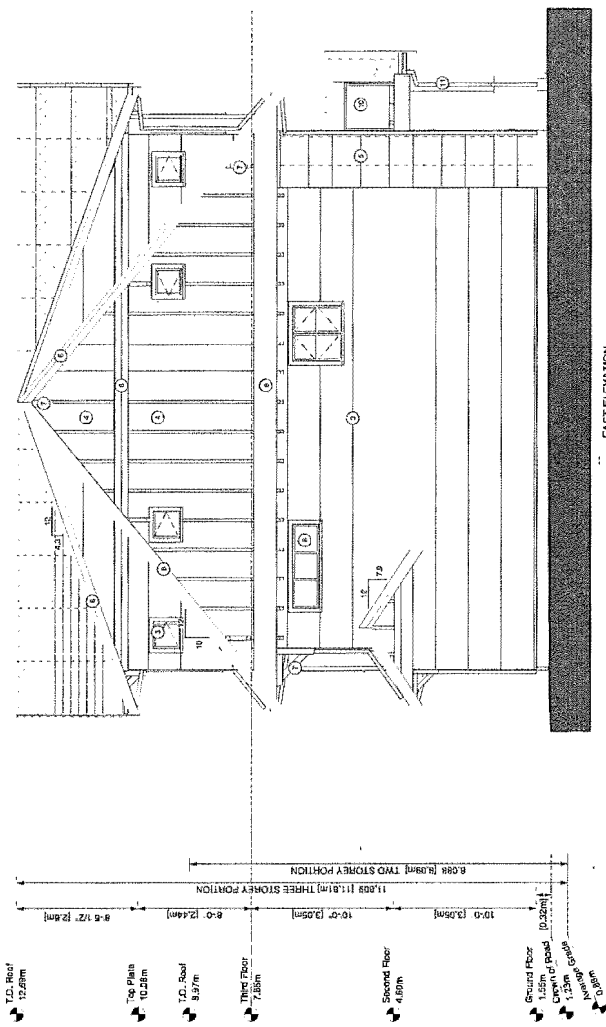
A. REVISED FOR REZONING 15-1-09

1. FOR REVISION		DATE	BY
2. FOR REVISION		DATE	BY
<b>ERIC STINE ARCHITECT INC.</b> 1400 BAYVIEW AVE. SUITE 200 SCARBOROUGH, ONTARIO M1S 1B7 TEL: (416) 291-1111 FAX: (416) 291-1112			
The drawings are prepared in accordance with the Ontario Building Code and the National Building Code of Canada. The drawings are prepared for the purpose of obtaining a building permit. The drawings are not to be used for any other purpose without the written consent of the architect.			
PROJECT NO. 15-1-09 SHEET NO. 15-1-09		PROJECT NO. 15-1-09 SHEET NO. 15-1-09	
<b>NEW TOWNHOUSES REZONING</b> 8880 / 8860 Francis Road SCARBOROUGH, ONTARIO			
UNITS 11-14 SECOND FLOOR			
PROJECT NO. 15-1-09 SHEET NO. 15-1-09			

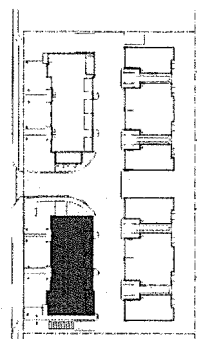




1 WEST ELEVATION  
Scale: 1/8" = 1'-0"



2 EAST ELEVATION  
Scale: 1/8" = 1'-0"



MAIN FLOOR KEY PLAN  
Scale: 1/4" = 1'-0"

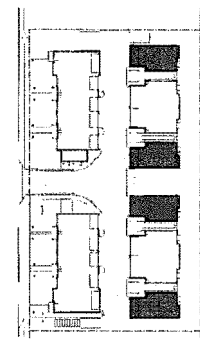
### EXTERIOR FINISHES

- 1 ASPHALT/FLYING SHINGLES
- 2 1/2" X 6" SILLING
- 3 PLANK CLADDING
- 4 BARGE & BATTEN CLADDING
- 5 BRICK CLADDING
- 6 1/2" X 6" SILLING
- 7 PAINTED WOOD BRACKETS
- 8 VINYL WINDOWS
- 9 VINYL SIDING
- 10 METAL AND GLASS RAILINGS
- 11 WOOD COLUMNS
- 12 1/2" X 6" SILLING
- 13 PAINTED WOOD BRACKETS

A. NOTED FOR REZONING 14-11-02

1. FOR REZONING	NAME
NO. 1000	1000
ERIC STINE ARCHITECT INC.	
1. 1000 AVE	
2. 1000 AVE	
3. 1000 AVE	
4. 1000 AVE	
5. 1000 AVE	
6. 1000 AVE	
7. 1000 AVE	
8. 1000 AVE	
9. 1000 AVE	
10. 1000 AVE	
11. 1000 AVE	
12. 1000 AVE	
13. 1000 AVE	
14. 1000 AVE	
15. 1000 AVE	
16. 1000 AVE	
17. 1000 AVE	
18. 1000 AVE	
19. 1000 AVE	
20. 1000 AVE	
21. 1000 AVE	
22. 1000 AVE	
23. 1000 AVE	
24. 1000 AVE	
25. 1000 AVE	
26. 1000 AVE	
27. 1000 AVE	
28. 1000 AVE	
29. 1000 AVE	
30. 1000 AVE	
31. 1000 AVE	
32. 1000 AVE	
33. 1000 AVE	
34. 1000 AVE	
35. 1000 AVE	
36. 1000 AVE	
37. 1000 AVE	
38. 1000 AVE	
39. 1000 AVE	
40. 1000 AVE	
41. 1000 AVE	
42. 1000 AVE	
43. 1000 AVE	
44. 1000 AVE	
45. 1000 AVE	
46. 1000 AVE	
47. 1000 AVE	
48. 1000 AVE	
49. 1000 AVE	
50. 1000 AVE	
51. 1000 AVE	
52. 1000 AVE	
53. 1000 AVE	
54. 1000 AVE	
55. 1000 AVE	
56. 1000 AVE	
57. 1000 AVE	
58. 1000 AVE	
59. 1000 AVE	
60. 1000 AVE	
61. 1000 AVE	
62. 1000 AVE	
63. 1000 AVE	
64. 1000 AVE	
65. 1000 AVE	
66. 1000 AVE	
67. 1000 AVE	
68. 1000 AVE	
69. 1000 AVE	
70. 1000 AVE	
71. 1000 AVE	
72. 1000 AVE	
73. 1000 AVE	
74. 1000 AVE	
75. 1000 AVE	
76. 1000 AVE	
77. 1000 AVE	
78. 1000 AVE	
79. 1000 AVE	
80. 1000 AVE	
81. 1000 AVE	
82. 1000 AVE	
83. 1000 AVE	
84. 1000 AVE	
85. 1000 AVE	
86. 1000 AVE	
87. 1000 AVE	
88. 1000 AVE	
89. 1000 AVE	
90. 1000 AVE	
91. 1000 AVE	
92. 1000 AVE	
93. 1000 AVE	
94. 1000 AVE	
95. 1000 AVE	
96. 1000 AVE	
97. 1000 AVE	
98. 1000 AVE	
99. 1000 AVE	
100. 1000 AVE	

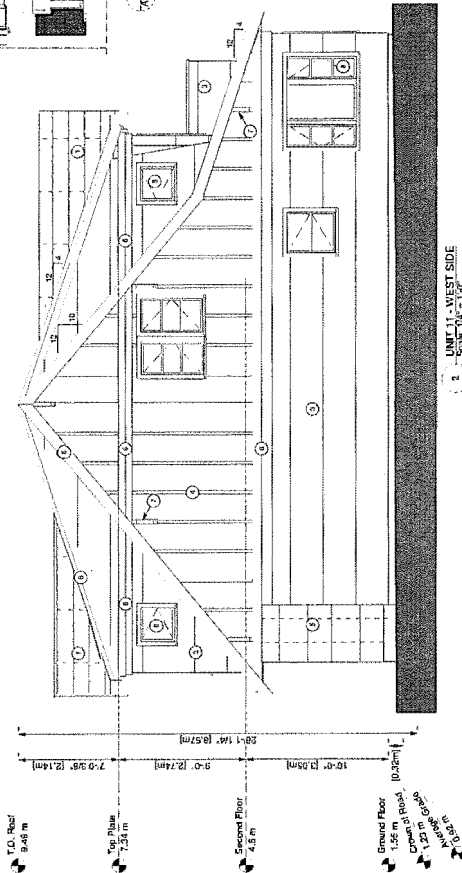
NOTE: UNITS 6-10 ARE MIRROR IMAGE



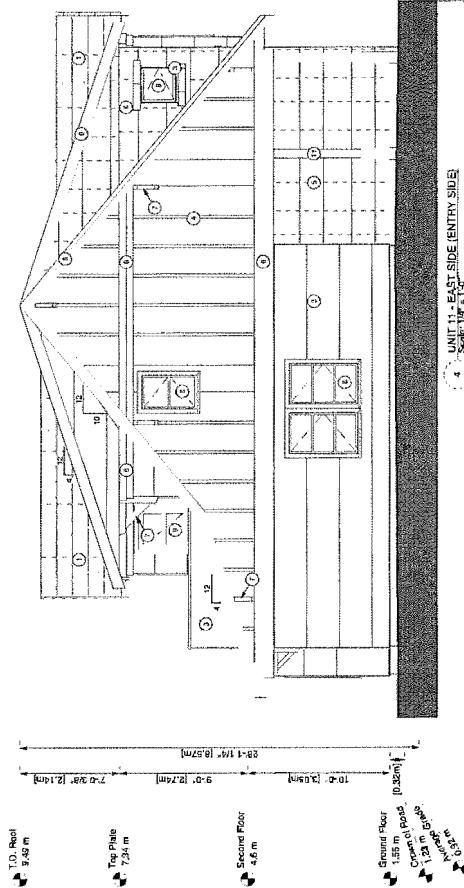
MAIN FLOOR KEY PLAN  
SCALE: 1/8" = 1'-0"

### EXTERIOR FINISHES

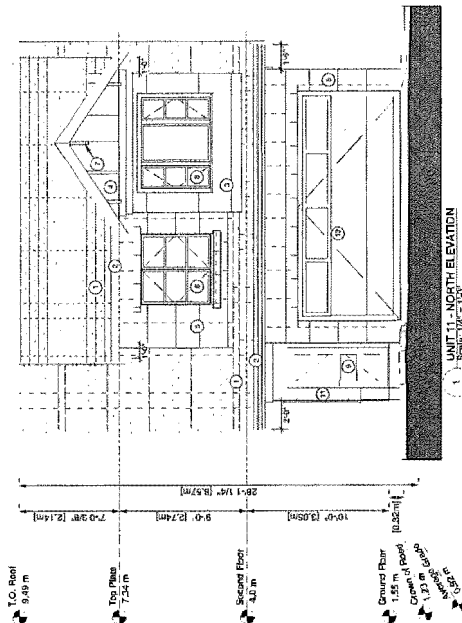
- 1 ASPHALT/FLYING SHINGLES
- 2 2x6 STUDS
- 3 PLANK CLADDING
- 4 BEAMS & BATTEN CLADDING
- 5 BRICK CLADDING
- 6 2x4 STUDS
- 7 PAINTED WOOD BRACKETS
- 8 VINYL WINDOWS
- 9 FINE WHITE LINES AND BALANCED BARNES
- 10 METAL AND GLASS RAILINGS
- 11 WOOD COLLARS
- 12 2x4 STUDS
- 13 RAIN WATER LEADER



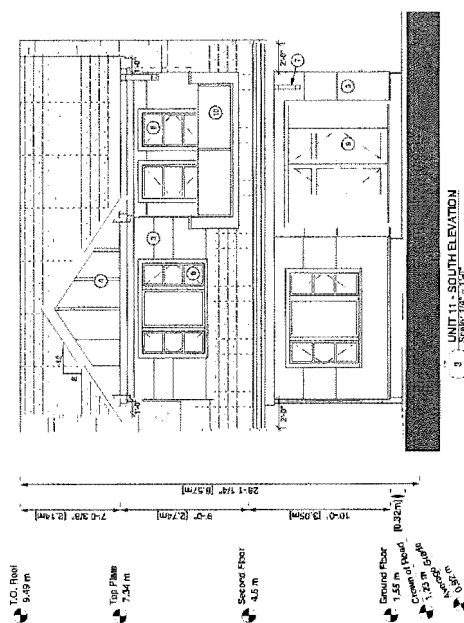
UNIT 11 - WEST SIDE  
Scale: 1/8" = 1'-0"



UNIT 11 - EAST SIDE (ENTRY SIDE)  
Scale: 1/8" = 1'-0"



UNIT 11 - NORTH ELEVATION  
Scale: 1/8" = 1'-0"



UNIT 11 - SOUTH ELEVATION  
Scale: 1/8" = 1'-0"

A. REVISED FOR REZONING 10-1-20

1. FOR REZONING 10-1-20

ERIC STINE ARCHITECT INC	
1100 EAST AVE SUITE 100 VANCOUVER, BC V6E 2K6 TEL: 604-681-1100 FAX: 604-681-1101	1100 EAST AVE SUITE 100 VANCOUVER, BC V6E 2K6 TEL: 604-681-1100 FAX: 604-681-1101
NEW TOWNHOUSES REZONING AT 8800 / 8800 FRANKLIN ROAD VANCOUVER, BC V6N 1C1	
UNIT 11 ELEVATIONS	
A2.2	

NOTE: UNITS 14, 15 AND 16 ARE IDENTICAL TO UNIT 11







FRONT BUILDINGS - WEST ELEVATION



FRONT BUILDINGS - SOUTH ELEVATION



REAR BUILDINGS - WEST ELEVATION



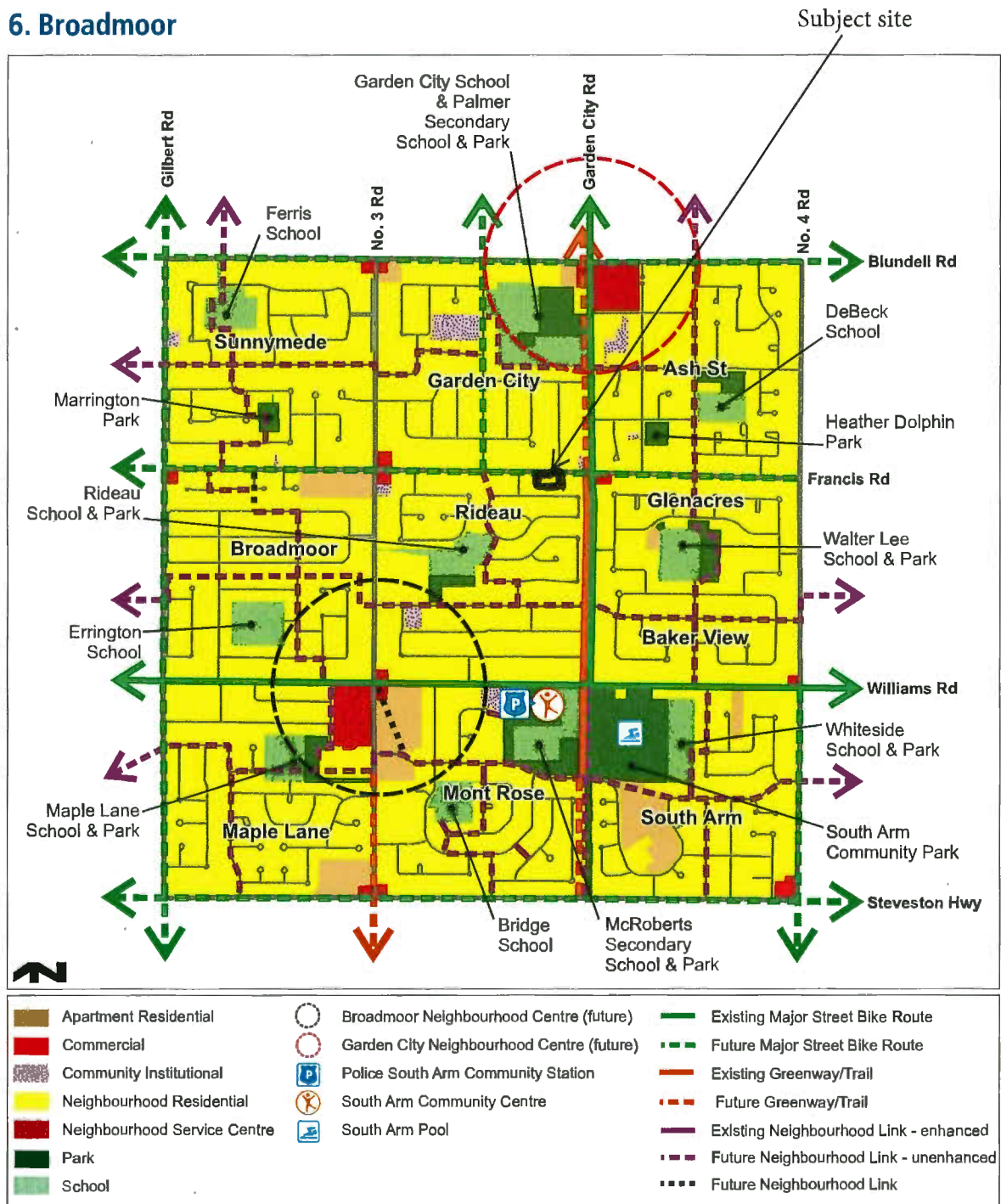
REAR BUILDINGS - SOUTH ELEVATION

4. EXTERIOR - 4/11/17

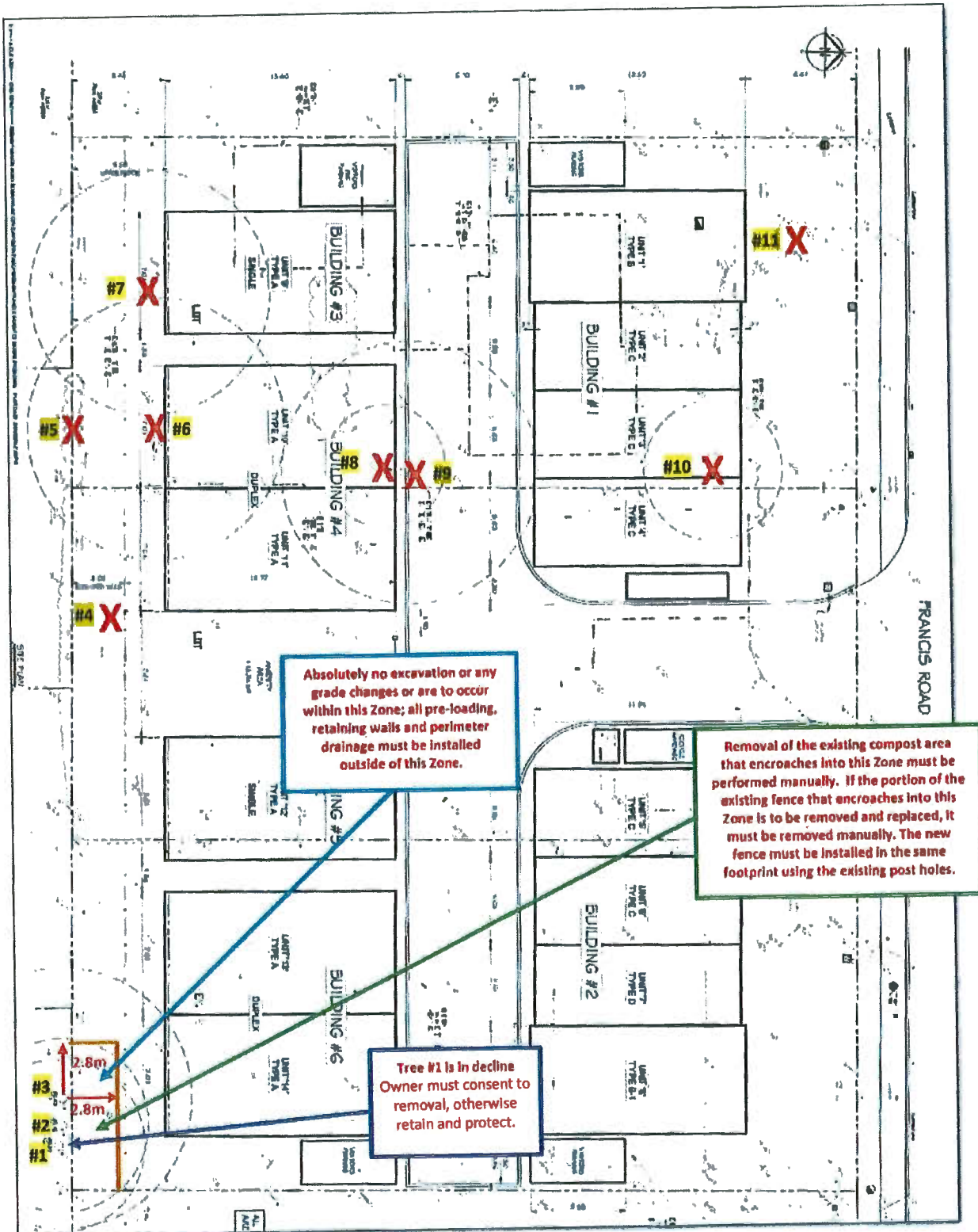
1. NEW TOWNHOUSES	2. 1/11/17	3. 1/11/17
ERIC STINE ARCHITECT INC.		
1. 1/11/17		
2. 1/11/17		
3. 1/11/17		
4. 1/11/17		
5. 1/11/17		
6. 1/11/17		
7. 1/11/17		
8. 1/11/17		
9. 1/11/17		
10. 1/11/17		
11. 1/11/17		
12. 1/11/17		
13. 1/11/17		
14. 1/11/17		
15. 1/11/17		
16. 1/11/17		
17. 1/11/17		
18. 1/11/17		
19. 1/11/17		
20. 1/11/17		
21. 1/11/17		
22. 1/11/17		
23. 1/11/17		
24. 1/11/17		
25. 1/11/17		
26. 1/11/17		
27. 1/11/17		
28. 1/11/17		
29. 1/11/17		
30. 1/11/17		
31. 1/11/17		
32. 1/11/17		
33. 1/11/17		
34. 1/11/17		
35. 1/11/17		
36. 1/11/17		
37. 1/11/17		
38. 1/11/17		
39. 1/11/17		
40. 1/11/17		
41. 1/11/17		
42. 1/11/17		
43. 1/11/17		
44. 1/11/17		
45. 1/11/17		
46. 1/11/17		
47. 1/11/17		
48. 1/11/17		
49. 1/11/17		
50. 1/11/17		
51. 1/11/17		
52. 1/11/17		
53. 1/11/17		
54. 1/11/17		
55. 1/11/17		
56. 1/11/17		
57. 1/11/17		
58. 1/11/17		
59. 1/11/17		
60. 1/11/17		
61. 1/11/17		
62. 1/11/17		
63. 1/11/17		
64. 1/11/17		
65. 1/11/17		
66. 1/11/17		
67. 1/11/17		
68. 1/11/17		
69. 1/11/17		
70. 1/11/17		
71. 1/11/17		
72. 1/11/17		
73. 1/11/17		
74. 1/11/17		
75. 1/11/17		
76. 1/11/17		
77. 1/11/17		
78. 1/11/17		
79. 1/11/17		
80. 1/11/17		
81. 1/11/17		
82. 1/11/17		
83. 1/11/17		
84. 1/11/17		
85. 1/11/17		
86. 1/11/17		
87. 1/11/17		
88. 1/11/17		
89. 1/11/17		
90. 1/11/17		
91. 1/11/17		
92. 1/11/17		
93. 1/11/17		
94. 1/11/17		
95. 1/11/17		
96. 1/11/17		
97. 1/11/17		
98. 1/11/17		
99. 1/11/17		
100. 1/11/17		

08239-2 710

## 6. Broadmoor









**Address:** 8600, 8620, 8640, and 8660 Francis Road

**File No.:** RZ 18-814702

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9986, the developer is required to complete the following:**

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Contribution of \$1,600 per dwelling unit (i.e. \$28,800) in-lieu of on-site indoor amenity space to go towards development of City facilities.
4. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (i.e. \$201,373.50) to the City's Affordable Housing fund.
5. City acceptance of the developer's offer to voluntarily contribute \$0.85 per buildable square foot (i.e. \$20,137.35) to the City's Public fund.
6. Registration of a flood indemnity covenant on title.
7. Registration of a legal agreement on title prohibiting the conversion of tandem parking areas into habitable space.
8. Registration of a statutory right-of-way (SRW), and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the entire area of the proposed driveway entry from Francis Road and the internal drive aisle, in favour of future residential development to the east and west. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW.
9. The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development.

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

1. Submission of a Landscape Plan and cost estimate, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, The Landscape Plan should:
  - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
  - include a mix of coniferous and deciduous trees;
  - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
  - include the 24 required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	Minimum Height of Coniferous Tree
6	11 cm	6 m
8	10 cm	5.5 m
2	9 cm	5 m
4	8 cm	4 m
4	6 cm	3.5 m

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

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

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

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

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site. Should the developer wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Removal Permit (Rezoning in Process – T3).
2. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
3. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
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 Department at 604-276-4285.
5. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to, the following:

*Water Works:*

- Using the OCP Model, there is 483.0 L/s of water available at a 20 psi residual at the Francis Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- At Developer's cost, the Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
  - Replace approximately 90 m of 300 mm AC water main with PVC in the roadway on Francis Road, complete with fire hydrants per City spacing requirements.
  - Remove the existing AC water main and legally dispose offsite.
  - Provide a right-of-way for the water meter and meter chamber (unless meter is to be located in a mechanical room), at no cost to the City. Exact right-of-way dimensions to be finalized during the servicing agreement process.
- At Developer's cost, the City is to:
  - Reconnect all existing water service connections and hydrant leads to the new water main.
  - Cut, cap, and remove all existing water service connections and meters to the development site.
  - Install one new water service connection, meter to be located onsite in a right of way.
  - Complete all tie-ins for the proposed works to existing City infrastructure.

*Storm Sewer Works:*

- At Developer's cost, the Developer is required to:
  - Perform a capacity analysis to size the proposed storm sewer in Francis Road. The analysis shall consider both the existing condition and the 2041 OCP condition. Storm sewers shall be interconnected where possible. Minimum pipe size shall be 600 mm.

- Install approximately 95 m of new storm sewer in Francis Road, sized via the required capacity analysis. The new storm sewer shall be located in the roadway.
  - Remove the existing 300 mm storm sewer.
  - Install one new storm service connection, complete with inspection chamber. Inspection chamber to be located in a right-of-way onsite.
  - Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement.
- At Developer's cost, the City is to:
    - Cut and cap all existing storm service connections to the development site and remove inspection chambers.
    - Reconnect all existing storm connections, catch basins, and lawn basins to the proposed storm sewer.
    - Complete all tie-ins for the proposed works to existing City infrastructure.

#### *Sanitary Sewer Works*

- At Developer's cost, the Developer is required to:
  - Not start onsite excavation or foundation construction prior to completion of rear-yard sanitary works by City crews.
- At Developer's cost, the City is to:
  - Install one new sanitary service connection, complete with inspection chamber.
  - Cut and cap all existing service connections to the development site, and remove inspection chambers.

#### *Frontage Improvements:*

- At Developer's cost, the Developer is required to:
  - Return the existing Hydro lease lights and replace with City standard street lighting.
  - Coordinate with BC Hydro, Telus and other private communication service providers:
    - To relocate/underground the existing overhead lines and poles to prevent conflict with the proposed sidewalk.
    - To underground overhead service lines.
    - To pre-duct for future hydro, telephone and cable utilities along all road frontages.
    - To locate all proposed underground structures (e.g. junction boxes, pull boxes, service boxes, etc.) outside of bike paths and sidewalks.
    - Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - To locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the functional plan and registered prior to SA design approval:
      - BC Hydro PMT – 4.0 x 5.0 m
      - BC Hydro LPT – 3.5 x 3.5 m
      - Street light kiosk – 1.5 x 1.5 m
      - Traffic signal kiosk – 1.0 x 1.0 m
      - Traffic signal UPS – 2.0 x 1.5 m
      - Shaw cable kiosk – 1.0 x 1.0 m
      - Telus FDH cabinet – 1.1 x 1.0 m



- Provide other frontage improvements as per Transportation's requirements, including
  - Removal of the existing sidewalk and boulevard and replacement with new 1.5 m wide concrete sidewalk at the property line, min. 1.5 m wide landscaped boulevard with street trees and lighting, and 0.15 concrete curb;
  - Removal of the four existing driveways and replacement with frontage works as described above;
  - Construction of a new driveway to the development site; and
  - All works to tie-in to existing condition to the east and west of the development site.

*General Items:*

- At Developer's cost, the Developer is required to:
  - Not encroach into the rear-yard sanitary right-of-way with proposed trees, retaining walls, non-removable fences, or other non-removable structures. No fill may be placed within the right-of-way without the City's review and approval.
  - Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a geotechnical assessment of preload and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
  - Provide a video inspection report of the existing storm and sanitary sewers along the development's frontages prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection report after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) is required to assess the condition of the existing utilities and provide recommendations. Any utilities damaged by the pre-load, de-watering, or other development-related activity shall be replaced at the Developer's cost.
  - Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
  - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**Note:**

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

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

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

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

that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

---

Signed

---

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9986 (RZ 18-814072)  
8600, 8620, 8640, 8660 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 **“LOW DENSITY TOWNHOUSES (RTL4)”**.

P.I.D. 003-840-301

Lot 24 Except: Firstly: Part Subdivided by Plan 25175, Secondly: Part Subdivided by Plan 42395, Section 28 Block 4 North Range 6 West New Westminster District Plan 12559

P.I.D. 003-823-997

Lot 81 Section 28 Block 4 North Range 6 West New Westminster District Plan 25175

P.I.D. 000-474-011

Lot 79 Section 28 Block 4 North Range 6 West New Westminster District Plan 24547

P.I.D. 003-555-658

Lot 25 Except: Firstly: Part Subdivided by Plan 24547, Secondly: Part Subdivided by Plan 42395, Section 28 Block 4 North Range 6 West New Westminster District Plan 12559

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9986”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 