



Planning Committee

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

**Tuesday, March 3, 2015
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on Tuesday, February 17, 2015.*



NEXT COMMITTEE MEETING DATE

Tuesday, March 17, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

- 1. HOUSING AGREEMENT BYLAW NO. 9102 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 6511 BUSWELL STREET (MAJORCA INTERNATIONAL INVESTMENT LTD.)**
(File Ref. No. 08-4057-01; 12-8060-20-009102) (REDMS No. 4134610)

PLN-15

See Page PLN-15 for full report

Designated Speaker: Joyce Rautenberg

STAFF RECOMMENDATION

That Bylaw No. 9102 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 s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit Application DP 13-634111.



PLANNING AND DEVELOPMENT DIVISION

2. **APPLICATION BY 0825215 B.C. LTD. FOR REZONING AT 8231 RYAN ROAD FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED(RS2/B)**

(File Ref. No. 12-8060-20-009214; RZ 14-665297) (REDMS No. 4500028)

PLN-38

See Page PLN-38 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9214, for the rezoning of 8231 Ryan Road from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B),” be introduced and given first reading.



3. **APPLICATION BY ROBERT KIRK FOR REZONING AT 8395 RUSKIN PLACE FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED(RS2/B)**

(File Ref. No. 12-8060-20-009218; RZ 11-586707) (REDMS No. 3472510)

PLN-52

See Page PLN-52 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Bylaw No. 9218, for the rezoning of 8395 Ruskin Place from “Single Detached (RS1/E)” to “Single Detached (RS2/B),” be introduced and given first reading.



Pg. #

ITEM

4. MANAGER'S REPORT

ADJOURNMENT





Planning Committee

Date: Tuesday, February 17, 2015

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Chak Au
Councillor Carol Day (entered at 4:26 p.m.)
Councillor Harold Steves
Mayor Malcolm Brodie

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on Tuesday, February 3, 2015, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Tuesday, March 3, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

Discussion ensued with regard to the massing of new two and a half storey homes. Photographs were presented giving an example of the type of two storey single family homes being constructed in the city (attached to and forming part of these minutes as Schedule 1).

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

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It was moved and seconded

That staff:

- (1) *review potential amendments to the zoning bylaw to address concerns related to overall building height and massing of new two and two and a half storey homes;*
- (2) *review existing half storey regulations to strengthen requirements that the upper half storey be fully enclosed within a pitched roof line; and*
- (3) *examine potential restrictions for flat roofs on two and two and a half storey homes;*

and report back.

CARRIED

COMMUNITY SERVICES DIVISION

**1. RICHMOND INTERCULTURAL ADVISORY COMMITTEE (RIAC)
2014 ANNUAL REPORT AND 2015 WORK PROGRAM**

(File Ref. No. 08-4055-01) (REDMS No. 4461009)

Discussion ensued with regard to luncheon events organized in the past to welcome new immigrants to the city. As a result of the discussion, staff were directed to, through RIAC, examine options to organize luncheons for new immigrants in the city.

The Committee acknowledged RIAC's effort in promoting awareness of Remembrance Day within the immigrant community.

In reply to queries from Committee regarding the City's Diversity Symposium Project, Alan Hill, Cultural Diversity Coordinator, advised that the symposium received positive feedback and the feedback received would be used to plan next year's project.

In reply to queries from Committee regarding the Hi Neighbour initiative, Diane Tijman, Chair, RIAC, noted that the Hi Neighbour initiative aims to integrate new immigrants into the community through community activities and events.

Discussion ensued with respect to the Youth Integration subcommittee and incorporating youth input in the RIAC strategic plan.

It was moved and seconded

That the Richmond Intercultural Advisory Committee (RIAC) 2014 Annual Report and 2015 Work Program be approved.

CARRIED

PLANNING & DEVELOPMENT DIVISION

2. **APPLICATION BY STEVESTON NO. 6 LP FOR REZONING AT 13751 AND 13851 STEVESTON HIGHWAY, 10651 NO. 6 ROAD, A PORTION OF 13760 STEVESTON HIGHWAY AND A PORTION OF THE ROAD ALLOWANCE ADJACENT TO AND NORTH OF 13760 STEVESTON HIGHWAY FROM ENTERTAINMENT & ATHLETICS (CEA), LIGHT INDUSTRIAL (IL) AND AGRICULTURE (AG1) ZONING TO LIGHT INDUSTRIAL AND LIMITED ACCESSORY RETAIL – RIVERPORT (ZI12)**
(File Ref. No. 12-8060-20-009210; 12-8060-20-009211; RZ 13-630280) (REDMS No. 4490338)

Wayne Craig, Director, Development briefed Committee on the proposed application and noted the following:

- the rezoning application would require an Official Community Plan (OCP) amendment;
- the rezoning would facilitate light industrial and limited accessory retail development;
- the proposed commercial portion would be limited to an approximate maximum of 25,000 square feet of floor area over the entire site;
- the maximum size of an accessory commercial unit area would be 10 percent of the industrial unit to a maximum of 2,000 square feet;
- the proposed application would require a servicing agreement which would facilitate frontage improvements along No. 6 Road and Steveston Highway; and
- the applicant proposes the acquisition of surplus City lands in association with the rezoning.

Discussion ensued with regard to (i) the site's current zoning, (ii) the site's historical status as a farm (iii) possible use of the site by Port Metro Vancouver and meeting requirements for port industrial zoning, and (iv) the proposed commercial use restrictions for the site.

In reply to queries from Committee, Kevin Eng, Planner 2, noted that (i) the applicant has not examined the installation of a solar roof, (ii) the storm sewer connection would be along Steveston Highway and No. 6 Road, and (iii) the agricultural land buffer would be approximately 50 feet wide and include fencing, two rows of planting, and on-site storm water retention.

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Discussion ensued with regard to concerns related to site access and increased traffic and in reply to queries from Committee, Victor Wei, Director, Transportation, noted that staff have conducted a traffic impact study and anticipates that the current configuration can accommodate anticipated traffic. He added that the upcoming Massey Tunnel improvement project is anticipated to include improvements to the Steveston Highway interchange.

Discussion ensued regarding the commercial restrictions of the proposed development, and Mr. Craig advised that the proposed development will primarily be light industrial. He added that restaurants may be permitted and tenants may have a retail outlet, but commercial space will be limited to 10 percent of the industrial area to a maximum of 2,000 square feet.

Paul Woodward, Peter Joyce, Keiran Walsh and Rod Gonzalez, applicant representatives, commented on the proposed development and noted the following:

- main focus of the proposed development will be light industrial with a supplementary commercial component;
- a solar roof would have to be considered based on tenant requirements;
- a traffic assessment was prepared for proposed application;
- the future upgrades to the Massey Tunnel will improve traffic congestion in the area; and
- commuters that bypass the arterial roads contribute to the congestion in the area.

Councillor Day entered the meeting (4:26 p.m.).

In reply to queries from Committee, Mr. Woodward noted that Port Metro Vancouver has not expressed interest in utilizing the site. He added that the proposed development will be a strata bay type and could complement port activities.

In reply to queries from Committee, Mr. Craig noted that the previous rezoning application for the site was for 100 percent commercial zoning and that rezoning application was withdrawn.

Discussion ensued with regard to road improvements in the area and in reply to queries from Committee, Mr. Woodward noted that the applicant worked with staff on the proposed road improvements however, no improvements are proposed for the Steveston Highway overpass at this time.

Discussion then ensued with regard to including a solar roof in the proposed development. Mr. Craig noted that should the proposed application proceed, there would be an opportunity to examine options for a solar roof during the Development Permit process.

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Joe Erceg, General Manager, Planning and Development, noted that the proposed application can proceed to the Public Hearing stage with direction for the applicant to investigate the provision of a solar roof prior to Public Hearing or the proposed application can be referred back to staff, as staff would have limited authority to require a solar roof through the Development Permit process.

In reply to queries from Committee, Mr. Craig advised that retail requirements of tenants can be verified through the business licensing process and that tenants that require additional commercial space would have to apply for rezoning.

In reply to queries from Committee regarding the proposed road improvements in the area, Mr. Eng noted the following:

- Steveston Highway will be widened between No. 6 Road and Palmberg Road to have two eastbound and two westbound lanes with dedicated cycling lanes;
- a three metre wide pedestrian walkway will be installed along Steveston Highway through to the intersection of Steveston Highway and Palmberg Road and will be separated by a grass and tree boulevard;
- left hand turn bays will be installed along Steveston Highway and No. 6 Road;
- a three metre wide pedestrian walkway and at-grade pedestrian crosswalk will be installed along No. 6 Road; and
- there will be upgrades to bus stops along Steveston Highway;

Victor Wei, Director, Transportation, commented on the proposed road improvements in the area, noting that improvements will include upgrades to bus stops and the addition of an amber-flashing pedestrian crosswalk on No. 6 Road. He added that the applicant has agreed to extend the pedestrian walkway along No. 6 Road to provide access to an existing house.

In reply to queries from Committee, Mr. Craig advised that should the rezoning proceed to a Public Hearing, the standard notification area would be a radius of 50 metres from the site. Mr. Erceg noted that the notification area can be increased at Council's discretion.

Discussion ensued with respect to increasing the notification area to include Riverport area residents.

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

It was moved and seconded

That the staff report titled Application by Steveston No. 6 LP for Rezoning at 13751 and 13851 Steveston Highway, 10651 No. 6 Road, a Portion of 13760 Steveston Highway and a Portion of the Road Allowance Adjacent to and North of 13760 Steveston Highway from Entertainment & Athletics (CEA), Light Industrial (IL) and Agriculture (AG1) Zoning to Light Industrial and Limited Accessory Retail – Riverport (ZI12), dated February 5, 2015, from the Director, Development, be referred back to staff to examine:

- (1) potential port-related uses for the site through discussion with Port Metro Vancouver;*
 - (2) the impact of the proposed development on traffic congestion in the area;*
 - (3) the feasibility of adding a solar roof; and*
 - (4) the expansion of the notification area;*
- and report back.*

The question on the referral was not called as discussion ensued regarding (i) traffic congestion in the area, (ii) different traffic patterns at different times of the day, (iii) expansion of the notification area, and (iv) utilizing the Rice Mill Road overpass to relieve traffic congestion.

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

3. APPLICATION BY ECOWASTE INDUSTRIES LTD. FOR AN AGRICULTURAL LAND RESERVE NON-FARM USE (CONTINUATION OF LANDFILL ACTIVITIES AND RELOCATION OF SOIL PROCESSING OPERATIONS) FOR THE LANDS BOUNDED BY THE GRANVILLE AVENUE, NO. 7 ROAD, BLUNDELL ROAD AND SAVAGE ROAD ALLOWANCES
(File Ref. No. NF 14-654364; AG 14-654361) (REDMS No. 4496539)

Mr. Craig briefed Committee on the proposed application noting that the two proposed applications would extend the landfill activities on the subject site for 20 years and would relocate soil processing activities on-site.

In reply to queries from Committee, Mr. Craig advised that the Agricultural Land Commission (ALC) non-farm use approval would require that the site be reinstated to agricultural use after 20 years. He added that zoning on the site would remain agricultural.

Discussion ensued with regard to the soil remediation activities on-site and using remediated soils in developments in the city.

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In reply to queries from Committee with regard to site access and traffic, Mr. Wei advised that access to the site would be through existing roads via Triangle Road. In future phases of development, Blundell Road would be extended which will provide access from the east side. Mr. Eng noted that construction for the extension of Blundell Road would start in approximately three years.

Discussion ensued with regard to having a direct route to the site and Mr. Wei advised that direct access to the site is possible through the extension of Blundell Road.

Tom Land, Ecowaste Industries Ltd., briefed Committee on the landfill and remediation activities on-site, noting that soil remediation is a service heavily utilized by the construction and demolition industries.

Discussion ensued with respect to the volume of soil processing done on-site and Mr. Land noted that demand for soil remediation is high however, not all soil by-product require remediation.

In reply to queries from Committee with regard to site access and traffic in the area, Mr. Land noted that access to the site would be focused from the east. He added that No. 8 Road could be used as an alternative route and improvements to Blundell Road and No. 7 Road are planned in the future.

Discussion ensued with respect to the proposed 20 year extension of operations on the site. Mr. Land advised that filling the industrial portion of the site and development of the industrial park will take approximately ten years and that filling the agricultural portion would take approximately eight years.

In reply to queries from Committee, Mr. Land noted that an adjacent parcel to the south of the subject site along Triangle Road and Williams Road is City-owned property.

It was moved and seconded

- (1) *That the Agricultural Land Reserve non-farm use application (NF 14-654364) by Ecowaste Industries Ltd. for a non-farm use to allow the continued operation of the existing landfill activities for a period of 20 years to achieve a finished elevation as outlined in the current Design Operation and Closure Plan approved by the Ministry of Environment on the lots bounded by the Granville Avenue, No. 7 Road, Blundell Road and Savage Road allowances be endorsed and forwarded to the Agricultural Land Commission;*
- (2) *That the endorsed Agricultural Land Reserve non-farm use application (NF 14-654364) be forwarded with the staff recommendation that the Agricultural Land Commission incorporate all prior conditions specified in its original approval granted on April 23, 1993 under ALC resolution #173/93; and*

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- (3) *That the Agricultural Land Reserve application (AG 14-654361) by Ecowaste Industries Ltd. for a non-farm use to allow the location of four (4) soil processing operations on the lots bounded by the Granville Avenue, No. 7 Road, Blundell Road and Savage Road allowances for a period of 20 years be endorsed and forwarded to the Agricultural Land Commission.*

The question on the motion was not called as discussion ensued with respect to (i) availability of soil remediation services, (ii) potential extension of Blundell Road, and (iii) informing the public of the soil processing operations on-site.

As a result of the discussion, staff were directed to inform residents of the landfill operations and soil processing activities on-site.

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

4. **APPLICATION BY JM ARCHITECTURE INC. FOR A ZONING TEXT AMENDMENT TO CONGREGATE HOUSING AND CHILD CARE - MCLENNAN (ZR8) ZONING DISTRICT AT 10019 GRANVILLE AVENUE**

(File Ref. No. 12-8060-20-009209; RZ 14-671974) (REDMS No. 4488521)

Mr. Craig commented on the proposed application, noting that the site is proposed for a child care facility with 88 spaces. He added that the proposed application would be subject to the Development Permit process should the proposed application proceed.

In reply to queries from Committee, Mr. Craig noted that the site is within the Agricultural Land Reserve (ALR) but is exempt from ALC regulations due its size and being on a separate certificate of title prior to the establishment of the ALR. He added that other similar lots along No. 4 Road that meet the necessary criteria would be exempt from ALC regulation, although the zoning is agricultural. Also, he noted that other lots along No. 4 Road would remain designated agricultural under the Official Community Plan (OCP).

Discussion ensued with regard to the historical zoning of the site and Mr. Craig noted that the site was previously zoned commercial.

Discussion took place with regard to the sustainability of the proposed 88 daycare spaces. Mr. Craig advised that staff have consulted with Vancouver Coastal Health to verify that the site could meet licensing requirements for childcare spaces. It was noted that the City only examines the zoning aspects of the proposed development and that business matters would be dealt by the applicant.

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It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9209, to amend the “Congregate Housing and Child Care - McLennan (ZR8)” zoning district to remove “congregate housing” from the permitted uses, reduce the maximum Floor Area Ratio (FAR) and increase the maximum number of children permitted in a licensed child care facility from 37 to 88, be introduced and given first reading.

CARRIED

Discussion ensued with regard to correspondence received from Christopher Wareing and Madeleine Kersey (copy on file, City Clerk’s Office) related to a lane adjacent to their property.

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

It was moved and seconded

That staff examine options to respond to correspondence from Christopher Wareing and Madeleine Kersey, dated February 16, 2015, related to the use of a lane adjacent to their property.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:08 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, February 17, 2015.

Councillor Linda McPhail
Chair

Evangel Biason
Auxiliary Committee Clerk







City of Richmond

Report to Committee

To: Planning Committee
From: Cathryn Volkering Carlile
General Manager, Community Services
Date: January 30, 2015
File: 08-4057-01/2015
Re: **Housing Agreement Bylaw No. 9102 to Permit the City of Richmond to Secure Affordable Housing Units located at 6511 Buswell Street (Majorca International Investment Ltd.)**

Staff Recommendation

That Bylaw No. 9102 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 s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit Application DP 13-634111.

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

Att. 2

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

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw 9102 (Bylaw No. 9102, attached) to secure 3,750 ft² or five (5) affordable housing units in the proposed development located at 6511 Buswell Street (Attachment 1).

This report supports Council's Term Goal #2 Community Social Services:

To develop and implement an updated social services strategy that clearly articulates and communicates the City's roles, priorities and limitations with respect to social services issues and needs.

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

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

Integra Architecture Inc. has applied on behalf of Majorca International Investment Ltd. (the registered owner) to the City of Richmond for a development permit that would allow construction of a mixed-use development that includes a 15-storey residential tower over a 3-storey podium at 6511 Buswell Street on a site zoned "Downtown Commercial (CDT1)". The proposal includes a total of 70 residential units (65 apartment condominium units and 5 affordable housing units) and approximately 3,519 ft² of retail commercial space.

Because there is no rezoning associated with this project, no Public Hearing was held.

The Development Permit was endorsed by the Development Permit Panel on January 15, 2014, subject to a Housing Agreement being registered on title to secure five affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy, and which meet the Basic Universal Housing features under Section 4.16.23 of the Zoning Bylaw. The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9102) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject development application involves a development consisting of 70 residential units, including five (5) affordable rental housing units. All affordable housing units in this development must satisfy the Richmond Zoning Bylaw requirements for Basic Universal Housing. The affordable housing units are anticipated to deliver as follows:

Figure 1

Location	Type	Unit Size	Minimum Unit Size
Level 2	1 bedroom unit	749 ft ²	535 ft ²
Level 2	1 bedroom unit	693 ft ²	535 ft ²
Level 3	1 bedroom unit	749 ft ²	535 ft ²
Level 3	1 bedroom unit	693 ft ²	535 ft ²
Level 5	2 bedroom unit	866 ft ²	860 ft ²
	5 units	3,750 ft²	

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces.

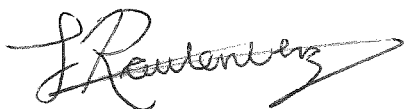
The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the seven affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 9102 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure five (5) affordable rental units that are proposed in association with Development Permit Application 13-643111.



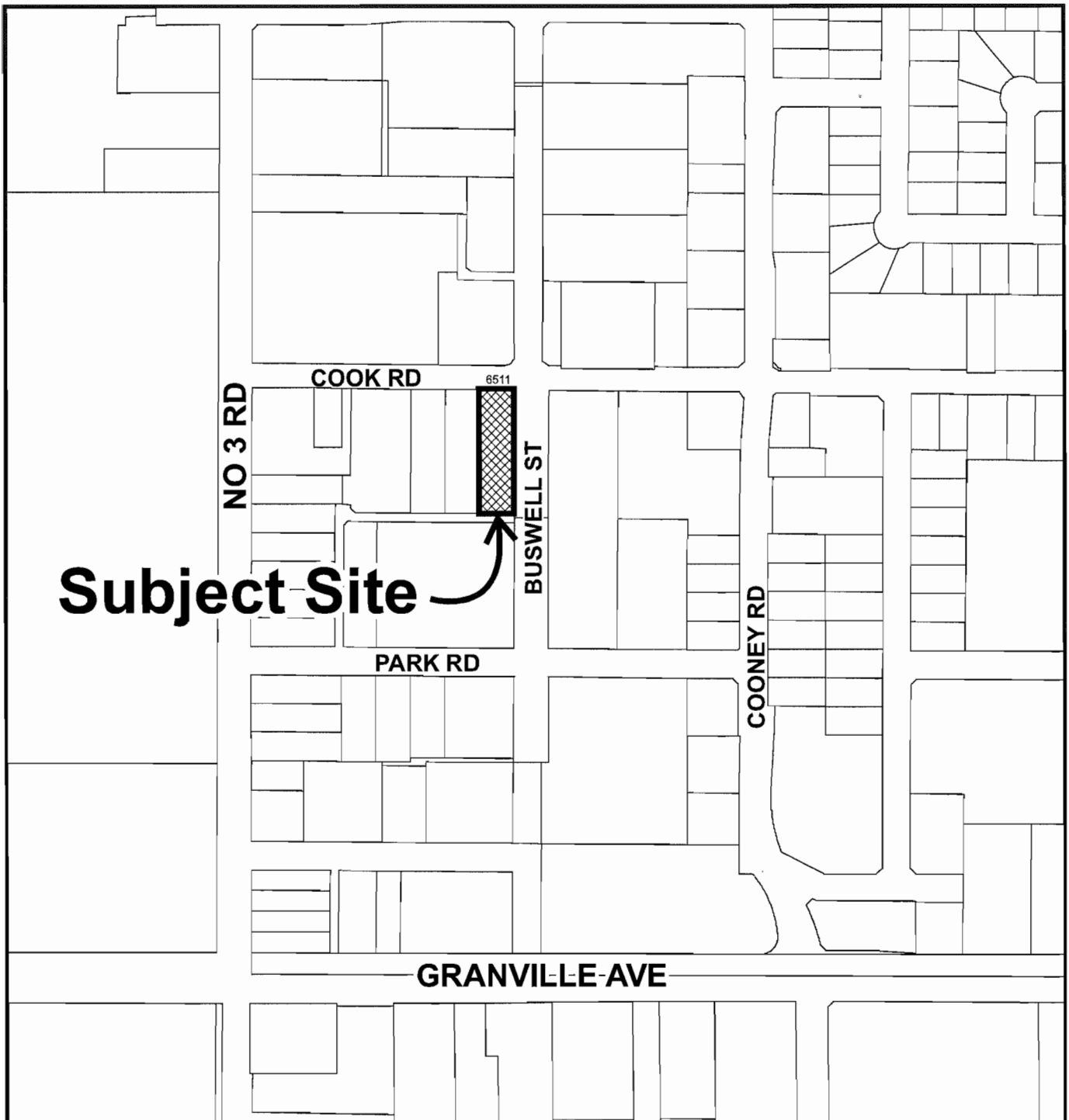
Joyce Rautenberg
Affordable Housing Planner
(604-247-4916)

JR:jr

Att. 1: Map of Subject Property
Att. 2: Bylaw No. 9102, Schedule A



City of
Richmond



Subject Site



6511 Buswell Street

Original Date: 08/14/14

Revision Date: 00/00/00

Note: Dimensions are in METRES



Housing Agreement (6511 Buswell Street) Bylaw No. 9102

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 in Schedule A to this Bylaw, with the owner of the lands legally described as

PID: 029-294-312 Lot A Section 9 Block 4 North Range 6 West New Westminster
District Plan EPP38302

2. This Bylaw is cited as **“Housing Agreement (6511 Buswell Street) Bylaw No. 9102”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (6511 Buswell Street) Bylaw No. 9102

HOUSING AGREEMENT BETWEEN the City of Richmond and Majorca International
Investments Ltd.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the ~~24~~ day of FEBRUARY, 2015.

BETWEEN:

MAJORCA INTERNATIONAL INVESTMENTS LTD. (Inc. No. BC0337525), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 19th Floor, 885 West Georgia Street, Vancouver, British Columbia V6C 3H4

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

AND:

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

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

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

DM_VAN/255636.00008/8848508.6

Housing Agreement (Section 905 *Local Government Act*)
6511 Buswell Street
Application No. DP 13-634111
DP Consideration No. 10(a)

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **"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;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"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;
- (e) **"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;
- (f) **"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;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,000 or less;
 - (ii) in respect to a one bedroom unit, \$38,000 or less;
 - (iii) in respect to a two bedroom unit, \$46,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$57,500 or less,

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada

Mortgage Housing Corporation in the years when such data is released. In the 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;

- (h) **"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;
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ____ day of _____, 20__, under number _____, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:

 PID: 029-294-312
 Lot A Section 9 Block 4 North Range 6 West New Westminster District Plan EPP38302;
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"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;
- (p) **"Permitted Rent"** means no greater than:
 - (i) \$850.00 a month for a bachelor unit;
 - (ii) \$950.00 a month for a one bedroom unit;

- (iii) \$1,162.00 a month for a two bedroom unit; and
- (iv) \$1,437.00 a month for a three (or more) bedroom unit,

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

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

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

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

ARTICLE 2

USE AND OCCUPANCY OF 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 or where the Owner is a corporation, the family members of any of the Owner's directors, officers or shareholders, (unless any of the aforementioned family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner or the Owner's property manager or duly appointed agent, 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.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer Affordable Housing Units in a single or related series of transactions if the effect of such sale(s) or transfer(s) would be that either the Owner or the purchaser or the transferee will be the legal and beneficial owner of less than five (5) Affordable Housing Units.
- 3.3 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 not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
 - (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (e) 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;
 - (f) 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(g) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) 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 or otherwise in accordance with section 47(2) of the *Residential Tenancy Act*. In respect to section 3.3(f)(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;

- (g) 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
- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, or the building in which the Affordable Housing Unit is located, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit, or the building in which the Affordable Housing Unit is located, 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 will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) 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.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

7.2 Modification

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

7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units, provided that so long as a professional property manager is appointed by the Owner or the strata corporation in respect of all strata lots created on the Lands, the City shall not require the Owner to hire a separate property management company specifically for the Affordable Housing Units.

7.4 Indemnity

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

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

7.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,

personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

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

7.6 Survival

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

7.7 Priority

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

7.8 City's Powers Unaffected

This Agreement does not:

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

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

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

- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any 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.

7.10 No Public Law Duty

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

7.11 Notice

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

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

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

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

7.12 Enuring Effect

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

7.13 Severability

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

7.14 Waiver

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

7.15 Sole Agreement

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

7.16 Further Assurance

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

7.17 Covenant Runs with the Lands

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

7.18 Equitable Remedies

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

7.19 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.

7.20 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.

7.21 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.

7.22 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.

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

MAJORCA INTERNATIONAL INVESTMENTS LTD.

by its authorized signatory(ies):

Per: 

Name: ARPU SO THUGSOK

Per: _____

Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

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

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

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

A Commissioner for Taking Affidavits in the
Province of British Columbia

DECLARANT



City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee
From: Wayne Craig
Director of Development

Date: February 10, 2015

File: RZ 14-665297

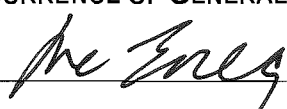
Re: Application by 0825215 B.C. Ltd. for Rezoning at 8231 Ryan Road from Two-Unit Dwellings (RD1) to Single Detached (RS2/B)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9214, for the rezoning of 8231 Ryan Road from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)", be introduced and given first reading.


Wayne Craig
Director of Development

WC:mp
Att.

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

Staff Report

Origin

0825215 B.C. Ltd. has applied to the City of Richmond to rezone the property at 8231 Ryan Road from “Two-Unit Dwellings (RD1)” zone to “Single Detached (RS2/B)” zone to permit subdivision into two lots fronting Ryan Road. A duplex that previously occupied the site has been demolished. A location map and an aerial photograph are included in Attachment 1 and a preliminary subdivision plan is provided in Attachment 2.

Findings of Fact

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

Surrounding Development

To the North: Apartment residential on a property zoned “Low Density Low Rise Apartments (RAL1)” at 8011 Ryan Road.

To the East: Single-family residential lots zoned “Single Detached (RS1/E)” fronting Leonard Road.

To the South: Directly across Ryan Road are single-family residential lots zoned “Single Detached (RS1/B)”. To the southwest is apartment residential on a property zoned “Medium Density Low Rise Apartment (RAM1)” at 8020 Ryan Road.

To the West: Directly to the west is a hooked parcel that is physically separated by Ryan Road from its main portion of the site at 8020 Ryan Road. The parcel is currently used as a parking lot of the apartment complex at 8020 Ryan Road.

Related Policies & Studies

2041 Official Community Plan (OCP)

The 2041 OCP designation of the subject site is “Neighbourhood Residential (NRES)”. The proposed redevelopment complies with the OCP land use designation.

Single-Family Lot Size Policy 5469

The subject site is located within the area governed by Lot Size Policy 5469, which was adopted by Council on February 19, 2001 (see Attachment 4). The Policy permits subdivision of the properties along Ryan Road in accordance with the “Single Detached (RS2/B)” zone. The proposed development complies with Lot Size Policy 5469.

Flood Management

The proposed redevelopment must meet the requirements of Richmond Flood Plain Designation and Protection Bylaw No. 8204. Registration of a flood indemnity covenant on title is required prior to final adoption of the rezoning bylaw.

Public Consultation

The rezoning information sign has been installed on the subject site. City staff have not received any concerns or comments from the public regarding the proposed development.

Analysis

Existing Legal Encumbrances

A covenant (document no. BF297708) which is currently registered on title of the subject site restricts the use of the property to a two-family dwelling. Discharge of this covenant is a requirement of adoption of the rezoning bylaw.

Site Servicing and Vehicle Access

There are no servicing concerns with the proposed rezoning. Servicing and frontage upgrades will be required as described in the "Subdivision Stage" section below.

Vehicle driveway access is to be from Ryan Road.

Trees and Landscaping

A Tree Survey and Certified Arborist's Report have been submitted by the applicant. The survey identifies two trees located on City property and a total of 12 trees located on the adjacent properties to the north and east. There are no trees on the subject site.

As per the Arborist's Report recommendations, Parks Department staff have authorized the removal of two (2) spruce trees located on City property near the frontage of the subject site, as both trees are currently in marginal condition and will be significantly impacted by future construction activity. Prior to final adoption of the rezoning bylaw, the applicant is required to submit a contribution in the amount of \$2,600 (\$650 per tree) to the City's Tree Compensation Fund.

Nine (9) trees are located on the adjacent property to the north at 8011 Ryan Road near the north property line of the subject site and three (3) trees located on the adjacent property to the east at 10231 Leonard Road near the northeast corner of the subject site. Tree protection fencing must be installed to City standards to protect these trees prior to any construction activity occurring on-site and must remain in place until construction and landscaping on the future lots is completed. The applicant is also required to submit a contract entered into between the applicant and a Certified Arborist for supervision of any works conducted within close proximity to the Tree Protection Zones.

Consistent with Council Policy 5032 – Tree Planting (Universal), the applicant is required to plant and maintain two (2) trees on each lot proposed (minimum 6 cm deciduous calliper or 3.5m high conifer). To ensure the two trees are planted and maintained on the proposed lots, the applicant is required submit a security in the amount of \$2,000 (\$500/tree) prior to final adoption of the rezoning bylaw.

Affordable Housing Strategy

For single-family rezoning applications, Richmond's Affordable Housing Strategy requires a secondary suite within a dwelling on 50% of new lots created through rezoning and subdivision, or a cash-in-lieu contribution of \$1.00/ft² of total building area towards the City's Affordable Housing Reserve Fund.

The applicant proposes to provide two legal secondary suites in the dwellings on both proposed lots. To ensure at least one secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Registration of the legal agreement is required prior to final adoption of the rezoning bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total buildable area of the single detached dwellings to be constructed (i.e., \$6,538).

Subdivision Stage

At subdivision stage, the developer will be required to pay service connection costs for the required engineering servicing upgrades outlined in Attachment 5. Works will include water upgrades, storm sewer works and sanitary sewer works.

Financial Impact or Economic Impact

None.

Conclusion

This rezoning application to permit the subdivision of the subject site into two (2) lots zoned "Single Detached (RS2/B)" is consistent with the applicable policies and land use designations outlined within the Official Community Plan (OCP), and Lot Size Policy 5469.

The applicant has agreed to the list of rezoning considerations (signed concurrence on file) included in Attachment 5.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9214 be introduced and given first reading.

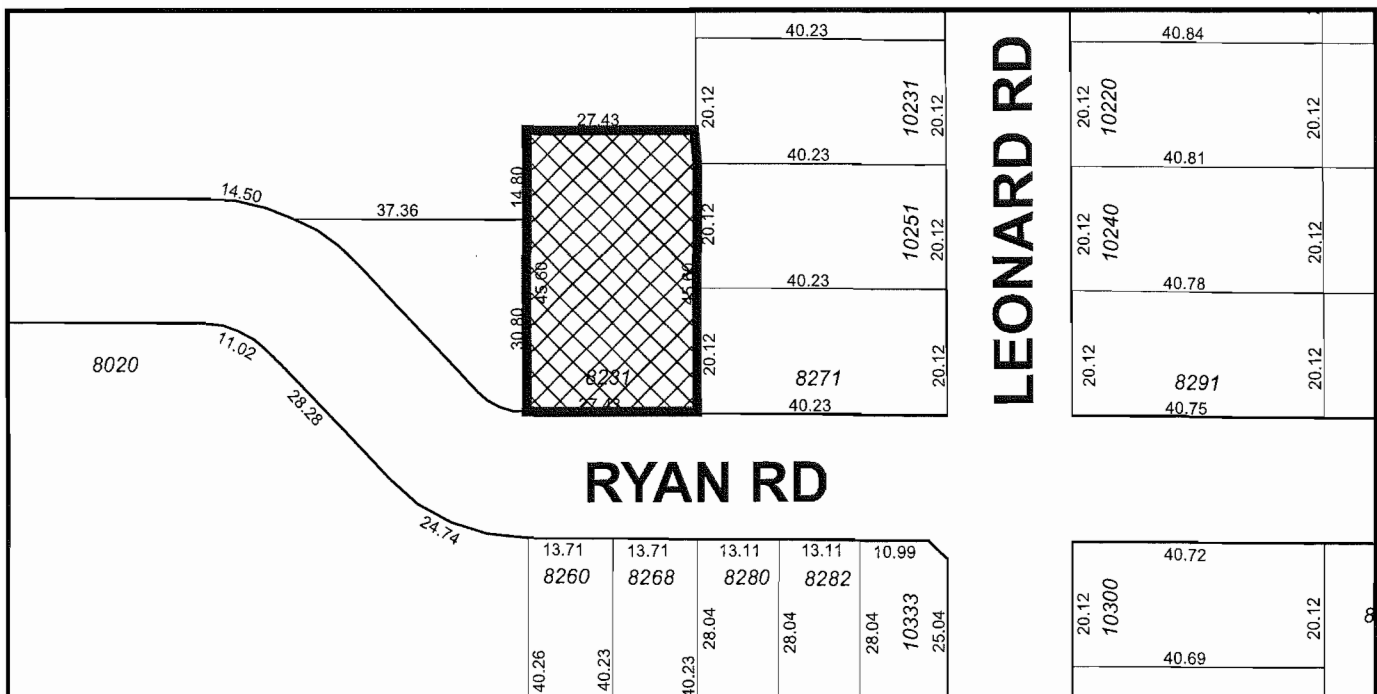
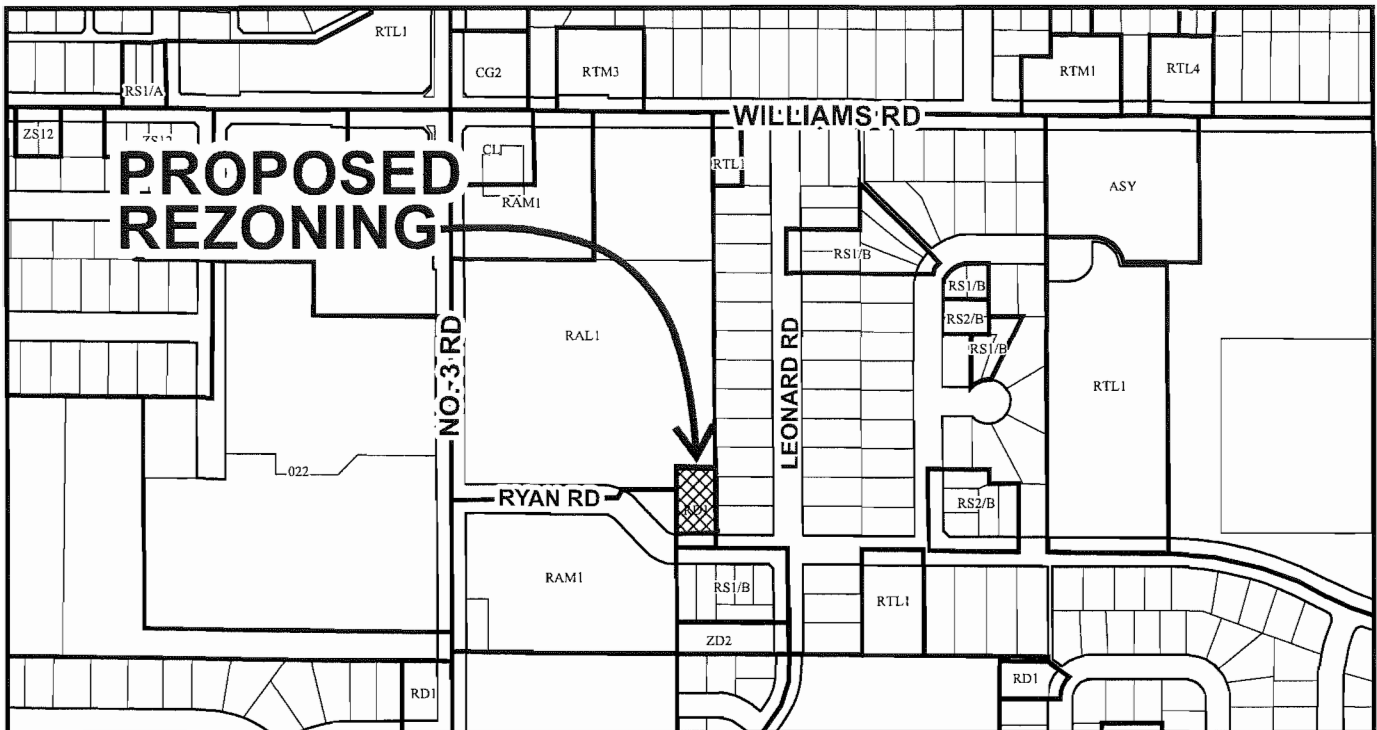
A handwritten signature in black ink, appearing to read 'Minhee Park', with a long horizontal flourish extending to the right.

Minhee Park
Planner 1

MP:cas

Attachment 1: Location Map and Aerial Photograph
Attachment 2: Preliminary Subdivision Plan
Attachment 3: Development Application Data Sheet
Attachment 4: Single Family Lot Size Policy 5469
Attachment 5: Rezoning Considerations

City of
Richmond



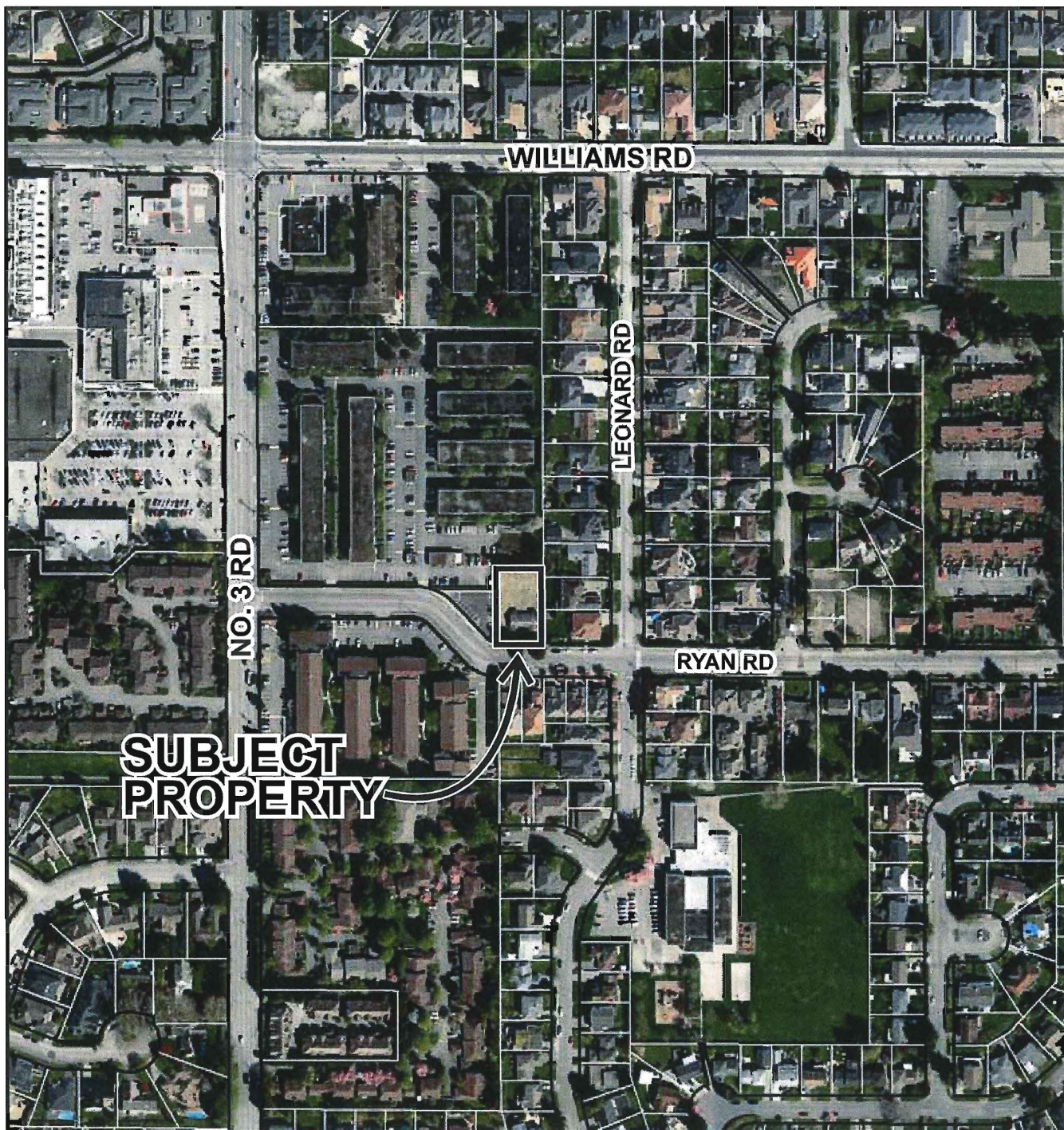
RZ 14-665297

Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 14-665297

Original Date: 04/17/14

Revision Date:

Note: Dimensions are in METRES

SURVEY PLAN OF LOT 24 SECTION 33 BLOCK 4 NORTH RANGE 6 WEST NWD PLAN 15569

R-13-17443-TPG

PARCEL IDENTIFIER (PID): 004-925-637

CIVIC ADDRESS:#8231 RYAN ROAD
RICHMOND, B.C.

SCALE 1:300

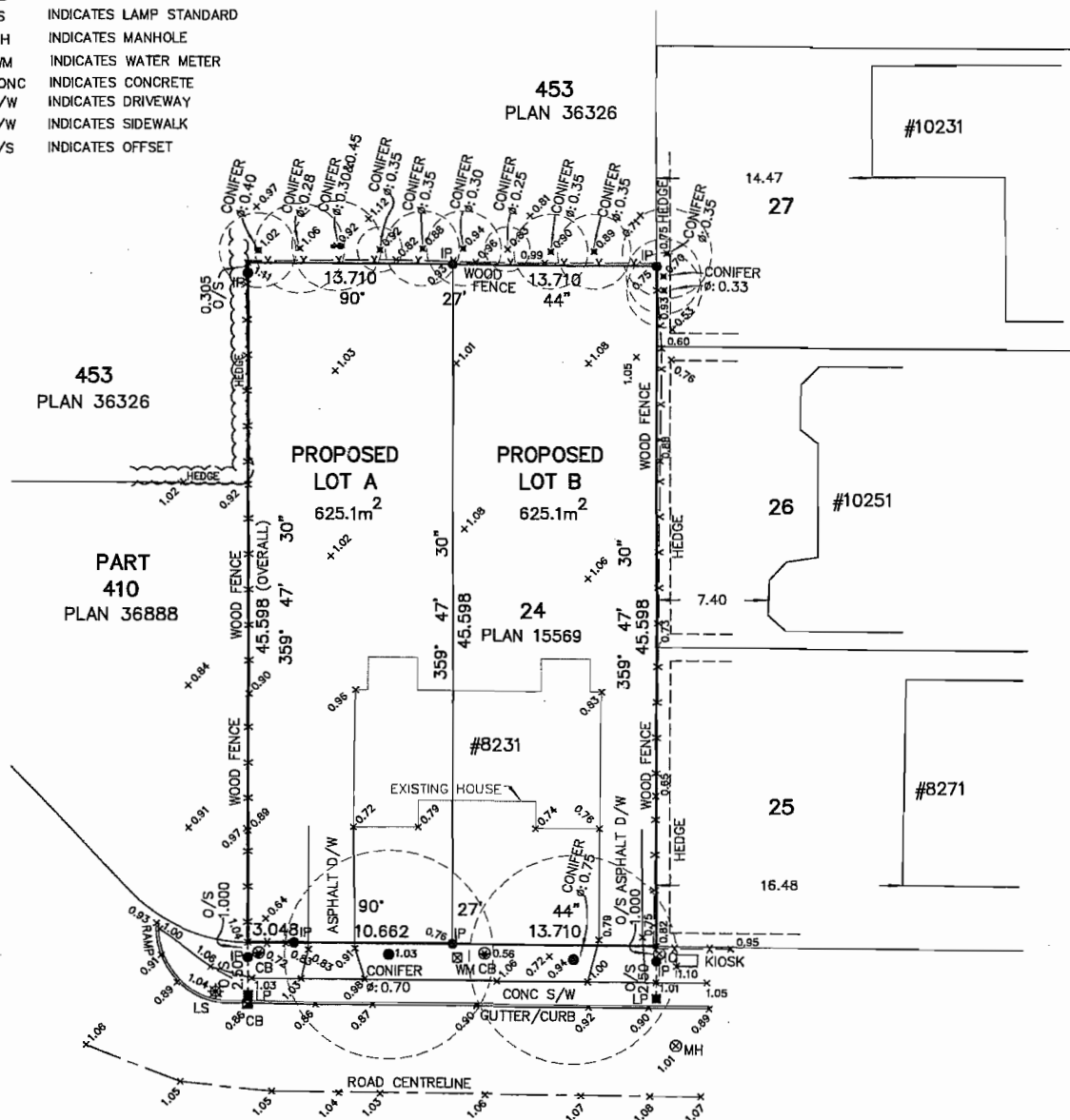
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ALL DISTANCES ARE IN METRES

NOTES:

- PROPERTY LINE DIMENSIONS ARE DERIVED FROM LAND TITLE OFFICE RECORDS AND LEGAL FIELD SURVEYS.
- GEODETIC ELEVATIONS ARE IN METRES AND ARE DERIVED FROM CITY OF RICHMOND HPN MONUMENT #204 (02H2452) - ELEVATION=1.559 METRES.
- ALL DESIGNATED TREES AS DEFINED BY CITY OF RICHMOND BYLAW No. 8057, ARE SHOWN HEREON.

- *1.06 INDICATES SPOT ELEVATION
 IP INDICATES STANDARD IRON POST
 LP INDICATES LEAD PLUG
 CB INDICATES CATCH BASIN
 LS INDICATES LAMP STANDARD
 MH INDICATES MANHOLE
 WM INDICATES WATER METER
 CONC INDICATES CONCRETE
 D/W INDICATES DRIVEWAY
 S/W INDICATES SIDEWALK
 O/S INDICATES OFFSET



MATSON PECK & TOPLISS

SURVEYORS & ENGINEERS

#320 - 11120 HORSESHOE WAY

RICHMOND, B.C., V7A 5H7

PH: 604-270-9331

FAX: 604-270-4137

CADFILE: 17443-001-TPG-000.DWG

DATE OF SURVEY: DEC. 18, 2013.

WILLIAM P. WONG
BC LAND SURVEYOR (#697)THIS DOCUMENT IS NOT VALID
UNLESS ORIGINALLY SIGNED
AND SEALED.

R-13-17443-TPG

CLIENT REF: PACIFIC PORT DEVELOPMENT GROUP **PLN - 45**



RZ 14-665297

Attachment 3

Address: 8231 Ryan Road

Applicant: 0825215 B.C. Ltd.

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	0825215 BC Ltd.	TBD
Site Size (m²):	1,250.2 m ²	Proposed east lot: 625.1 m ² Proposed west lot: 625.1 m ²
Land Uses:	Two-family residential	Single-family residential
OCP Designation:	Neighbourhood Residential	No change
702 Policy Designation:	Lot Size Policy 5469	Complies
Zoning:	Two-Unit Dwellings (RD1)	Single-Detached (RS2/B)
Number of Lots	1	2

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	360 m ²	Proposed east lot: 625.1m ² Proposed west lot: 625.1m ²	none
Lot Width	12 m	Proposed east lot: 13.7 m Proposed west lot: 13.7 m	none
Lot Depth	24 m	45.6 m	none
Lot Frontage	6 m	Proposed east lot: 13.7 m Proposed west lot: 13.7 m	none
Setback – Front and Rear Yard (m):	Min. 6 m	Min. 6 m	none
Setback – Interior Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	Max. 2 ½ storeys	Max. 2 ½ storeys	none

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



City of Richmond

Policy Manual

Page 1 of 2

Adopted by Council: February 19, 2001

POLICY 5469

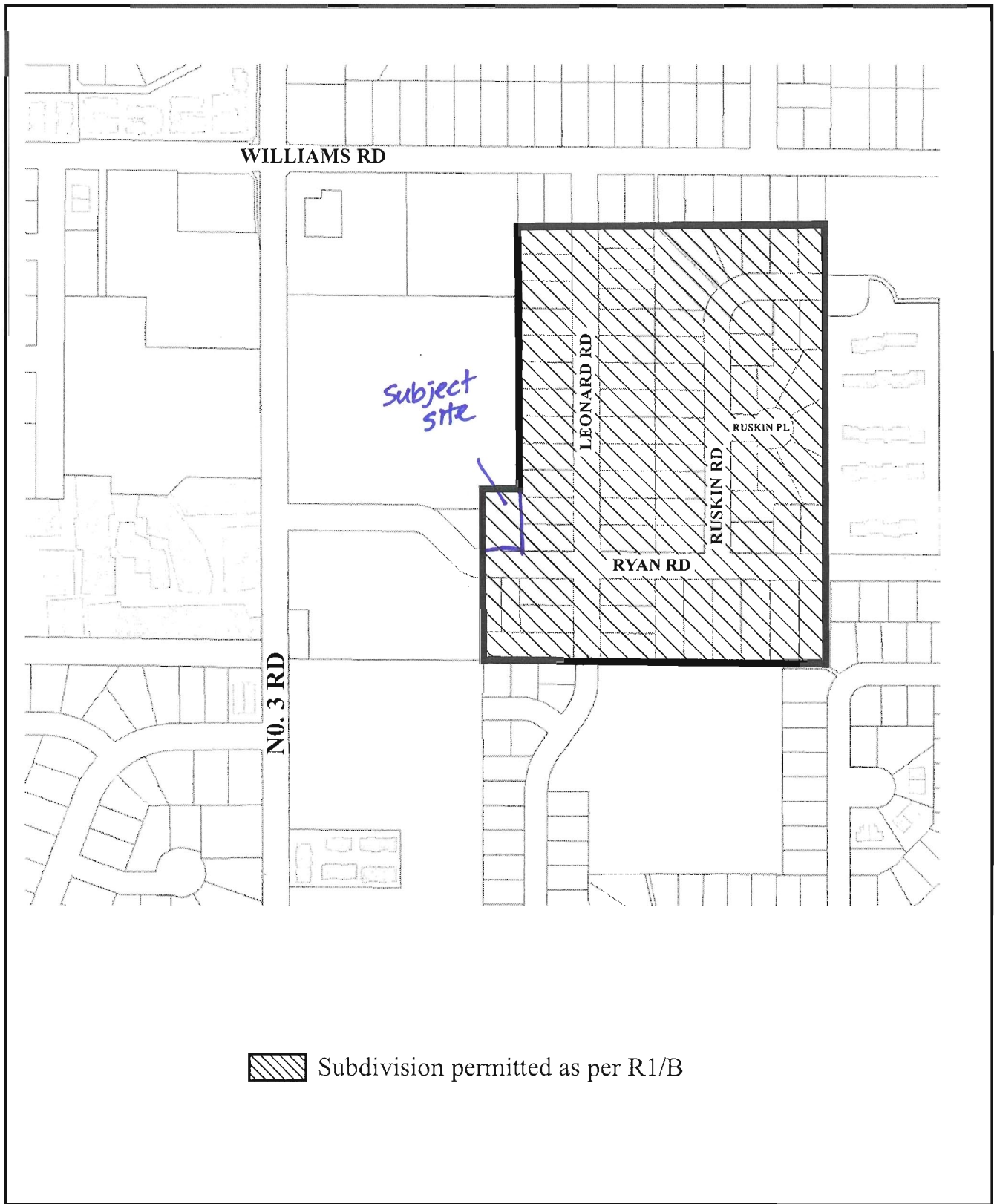
File Ref: 4045-00


SINGLE-FAMILY LOT SIZE POLICY IN QUARTER SECTION 33-4-6

POLICY 5469:

The following policy establishes lot sizes in a portion of Section 33-4-6, for the properties generally located along **Ryan Road, Leonard Road, Ruskin Road and Ruskin Place**, as shown on the attached map:

That properties along Ryan Road, Leonard Road, Ruskin Road and Ruskin Place (in a portion of section 33-4-6) as shown on the attached map, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) as per the Zoning and Development Bylaw 5300 and that this policy be used to determine the disposition of future rezoning applications in this area for a period of not less than five years, except as per the amending procedures in the Zoning and Development Bylaw 5300.



	<p>POLICY 5469 SECTION 33,4-6</p>	<p>Adopted Date: 02/19/01 Amended Date:</p>
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City of Richmond

Rezoning Considerations

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

Address: 8231 Ryan Road

File No.: RZ 14-665297

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9214, the developer is required to complete the following:

1. City acceptance of the developer's offer to voluntarily contribute \$ 2,600 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
2. Submission of a Landscaping Security to the City in the amount of \$2,000 (\$500/tree) to ensure that two (2) trees are planted and maintained on each of the proposed lots (minimum 6 cm deciduous caliper or 3.5m high conifer). Suitable tree species include: Paperbark Maple (*Acer griseum*), Japanese Snowbell (*Styrax japonica* or *Styrax obassia*), Serbian Spruce (*Picea omorika*), and Weeping Nootka Cypress (*Chamaecyparis nootkatensis* 'Pendula' or 'Green Arrow').
3. 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 nine (9) trees on the adjacent properties at 8011 Ryan Road and three (3) trees at 10231 Leonard Road 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.
4. Registration of a flood indemnity covenant on title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$6,538) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

6. Discharge of Restrictive Covenant Registration No. BF297708 from title of the subject property.

At Demolition stage, the developer must complete the following requirements:

Installation of appropriate tree protection fencing around all trees to be retained on the adjacent properties prior to any construction activities, including building demolition, occurring on-site.

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

1. Pay service connection costs for works include, but may not be limited to the following:

Water Works:

- Using the OCP Model, there is 242 L/s of water available at a 20 psi residual at the Ryan Rd frontage. Based on the proposed development, the site requires a minimum fire flow of 95 L/s. Once the applicant has confirmed the building design at the Building Permit stage, the applicant must submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) to confirm that there is adequate available flow.
- City to install a new 25mm diameter water connection complete with a new meter box at the property line for the west lot. East lot is to reuse the existing 25mm diameter connection and the existing meter box near the common property line.

Storm Sewer Works:

- West lot to reuse the existing storm service connection and IC in the southwest property corner. East lot to reuse the existing storm service connection and IC near the common property line.

- Site drainage must be directed towards the existing ICs fronting Ryan Rd to prevent storm water from ponding on the boulevard, road and driveways.

Sanitary Sewer Works:

- City to install a new sanitary IC and service connection at the southwest property corner to service the west lot. East lot to reuse the existing service connection and IC at the southeast property corner

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

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

Note:

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

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

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

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

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9214 (RZ14-665297)
8231 Ryan Road**

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

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

P.I.D. 004-925-637

Lot 24 Section 33 Block 4 North Range 6 West New Westminster District Plan 15569

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9214"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER





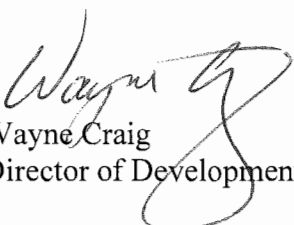
City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee **Date:** February 16, 2015
From: Cynthia Lussier
Planning Technician- Design **File:** RZ 11-586707
Re: **Application by Robert Kirk for Rezoning at 8395 Ruskin Place from Single Detached (RS1/E) to Single Detached (RS2/B)**

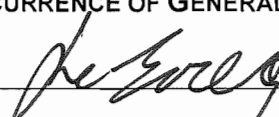
Staff Recommendation

That Bylaw No. 9218, for the rezoning of 8395 Ruskin Place from "Single Detached (RS1/E)" to "Single Detached (RS2/B)", be introduced and given first reading.


Wayne Craig
Director of Development

CL:blg
Att.

FOR ORIGINATING DEPARTMENT USE ONLY

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

Staff Report

Origin

Robert Kirk has applied to the City of Richmond for permission to rezone 8395 Ruskin Place from the “Single Detached (RS1/E)” zone to the “Single Detached (RS2/B)” zone, to permit the property to be subdivided to create two (2) lots (Attachment 1). A survey showing the proposed subdivision plan is included in Attachment 2.

Findings of Fact

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

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

- To the north, fronting Ruskin Road, is an older character dwelling on a lot zoned “Single Detached (RS1/E)”.
- To the east, fronting Ryan Road, are older character townhouses on a lot zoned “Low Density Townhouses (RTL1)”.
- To the south, is an older character dwelling on a lot zoned “Single Detached (RS1/E)”.
- To the west, are two (2) newer dwellings on lots zoned “Single Detached (RS1/B)”.

Related Policies & Studies

Official Community Plan (OCP) Designation

There is no Area Plan for this neighbourhood. The Official Community Plan’s (OCP) land use designation for the subject site is “Neighbourhood Residential”. This redevelopment proposal is consistent with this designation.

Lot Size Policy 5469

The subject property is located within the area covered by Single-Family Lot Size Policy 5469 (adopted by Council in 2001) (Attachment 4). This Policy permits rezoning and subdivision of lots on portions of Ryan Road, Leonard Road, Ruskin Road, and Ruskin Place to “Single Detached (RS2/B)”. Consistent with the Lot Size Policy, this rezoning application would enable the creation of two (2) lots; each meeting the minimum lot area of 360 m² required under the proposed RS2/B zone.

Flood Management

The proposed development must meet the requirements of Flood Plain Designation & Protection Bylaw No. 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. There have been no concerns expressed by the public about the development proposal.

Analysis

Background

Since 2001, this area has seen some redevelopment through rezoning and subdivision to smaller lot sizes in accordance with the Lot Size Policy. Currently, there are two (2) active applications for redevelopment on Ruskin Place, including the subject property (RZ 08-423764 at 8364 Ruskin Place, which received 3rd reading at the Public Hearing in October 2008; and RZ 11-586707 at the subject site).

Trees & Landscaping

A Tree Survey and Certified Arborist's Report have been submitted by the applicant, which identify tree species, assess the condition of the trees, and provide recommendations on tree retention and removal relative to the development proposal. The survey and report identify that there are:

- 22 bylaw-sized trees on the subject property.
- One (1) bylaw-sized tree located on the adjacent property to the east (8404 Ruskin Place).

The Arborist's Report recommends that:

- Six (6) Western Red Cedar trees located on the east property line be retained and protected as they are in good condition (tags #975-980). Tree protection fencing must be installed a minimum of 4.0 m out from the base of the trees.
- 15 Lombardy Poplar trees along the north and east property lines be removed as they are identified as hazardous trees due to previous topping and visible cavities below old topping cuts, resulting in weakly attached large secondary branches with a high probability of failure.
- One (1) Cherry tree (tag #981) be removed due to poor condition (i.e., canker and 50% live canopy due to suppression from adjacent trees).
- One (1) Western Red Cedar tree (tag #974) located on the neighbouring property to the south at 8404 Ruskin Place be removed due to its poor condition from previous topping and its location close the shared property line as it would likely be impacted by new construction on the proposed south lot at the subject site. The applicant has received authorization (on file) from the owners of 8404 Ruskin Place for its removal. Prior to the tree being removed, the applicant must apply for and be issued a Tree Removal Permit to remove the tree (tag # 974). Until such time, tree protection fencing is required to be installed and maintained.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report recommendations, conducted on-site visual tree assessment, and concurs with the recommendations based on the condition of the on-site trees and anticipated impacts to the off-site tree.

The final Tree Retention Plan is included in Attachment 5.

Where tree protection fencing is required (as described above), it must be installed to City standard prior to demolition of the existing dwelling on-site and must remain in place until construction and landscaping on the proposed lots is completed.

To ensure the survival of protected trees (tags # 975-980), the applicant must submit the following prior to rezoning adoption:

- A Contract with a Certified Arborist for supervision of any works to be conducted within the tree protection zone. The Contract must include the scope of work, including the proposed number of site monitoring inspections (including stages of development), and a provision for the Arborist to submit a post-construction impact assessment report to the City for review.
- A Tree Survival Security to the City in the amount of \$6,000. The City will release 70% of the security after construction and landscaping on the future lots are completed, inspections are approved, and an acceptable post-construction impact assessment report is received. The remaining 30% of the security would be released one year (1) later subject to inspection.

Considering the limited space in the yards of the proposed lots after the six (6) Western Red Cedar trees are retained, and that replacement trees are not assessed for the removal of the 15 hazard trees, staff recommends that two (2) replacement trees, plus an additional two (2) trees, be planted and maintained on-site [two (2) per lot]. This is consistent with Council Policy 5032, which encourages all owners of property in Richmond to plant and maintain at least two (2) trees on every lot. To ensure that the above four (4) trees are planted and maintained on the proposed lots, the applicant must submit a landscaping security in the amount of \$2,000 (\$500/tree) prior to final adoption of the rezoning bylaw.

Affordable Housing

For single-family development proposals, Richmond's Affordable Housing Strategy requires a secondary suite within a dwelling on 50% of new lots created through rezoning and subdivision, or a cash-in-lieu contribution of 1.00/ft² of total buildable area towards the City's Affordable Housing Reserve Fund.

The applicant proposes to provide a legal secondary suite in the dwelling on one (1) of the two (2) lots proposed at the subject site. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. This legal agreement is required prior to final adoption of the rezoning bylaw. This agreement will be discharged from title (at the initiation of the applicant) on the lot where the secondary suite is not required by the Affordable Housing Strategy after the requirements are satisfied.

Should the applicant change their mind prior to rezoning adoption about the affordable housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total buildable area of the single detached dwellings (i.e. \$6,336.00).

Subdivision & Future Development Stage

At subdivision and future development stage, the applicant will be required to:

- Pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fee.
- Enter into a Servicing Agreement for the design and construction of sanitary sewer upgrades as well as water, drainage, and sanitary connection works to service the proposed lots. The scope of the required works is provided in Attachment 6.

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

Financial Impact

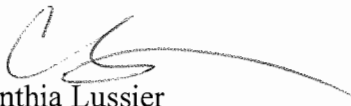
This rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

Conclusion

The purpose of this rezoning application is to rezone the property at 8395 Ruskin Place from the “Single Detached (RS1/E)” zone to the “Single Detached (RS2/B)” zone, to permit the property to be subdivided to create two (2) lots.

This rezoning application complies with the land use designations contained within the Official Community Plan (OCP) for the subject site, and is consistent with Lot Size Policy 5469.

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9218 be introduced and given first reading.



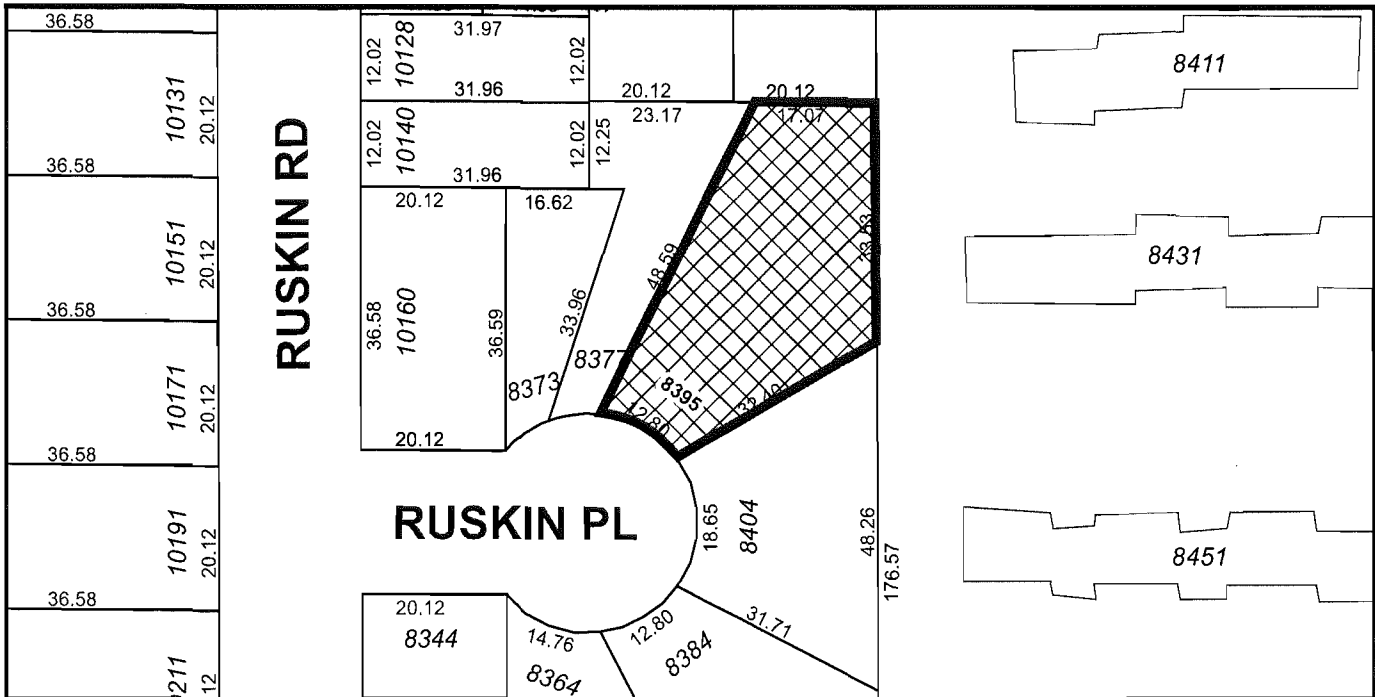
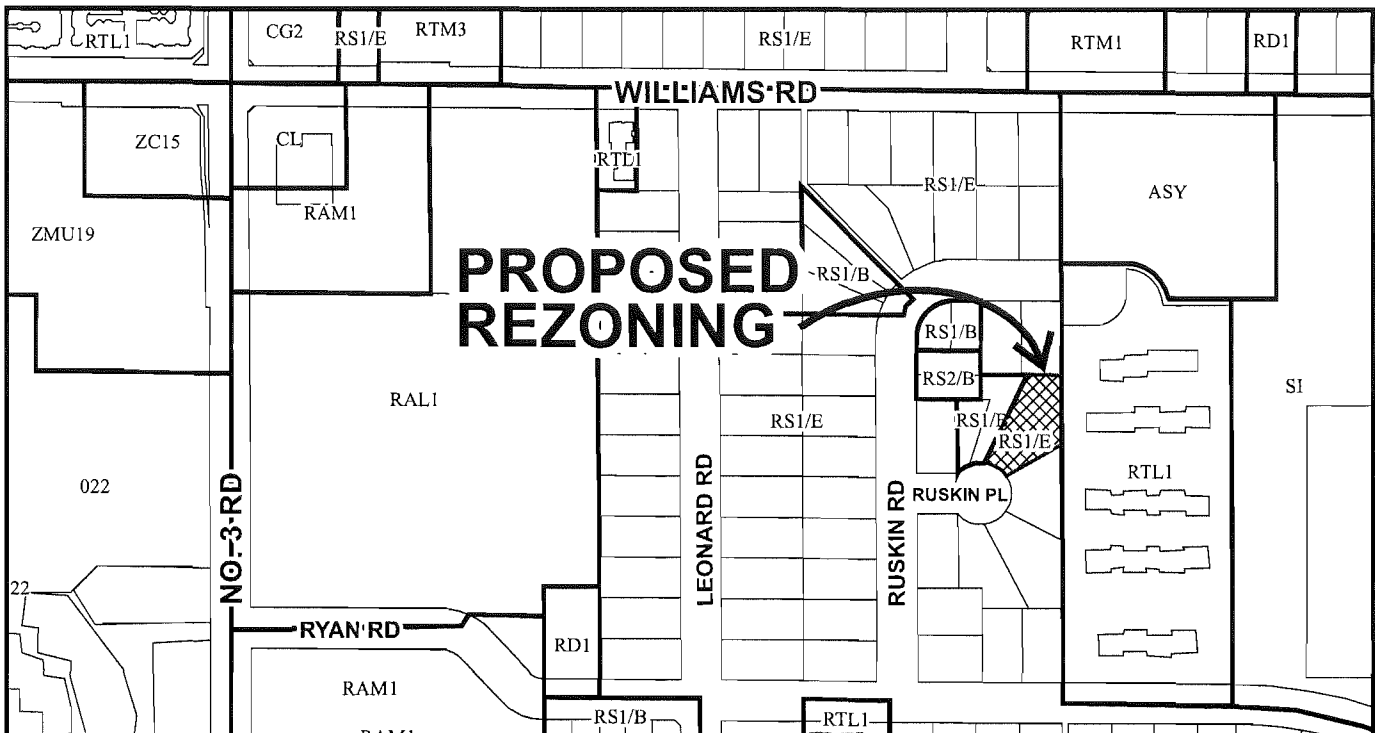
Cynthia Lussier
Planning Technician – Design
(604-276-4108)

CL:blg

Attachment 1: Location Map/Aerial Photo
Attachment 2: Proposed Subdivision Plan
Attachment 3: Development Application Data Sheet
Attachment 4: Lot Size Policy 5469
Attachment 5: Tree Retention Plan
Attachment 6: Rezoning Considerations Concurrence



City of Richmond



RZ 11-586707

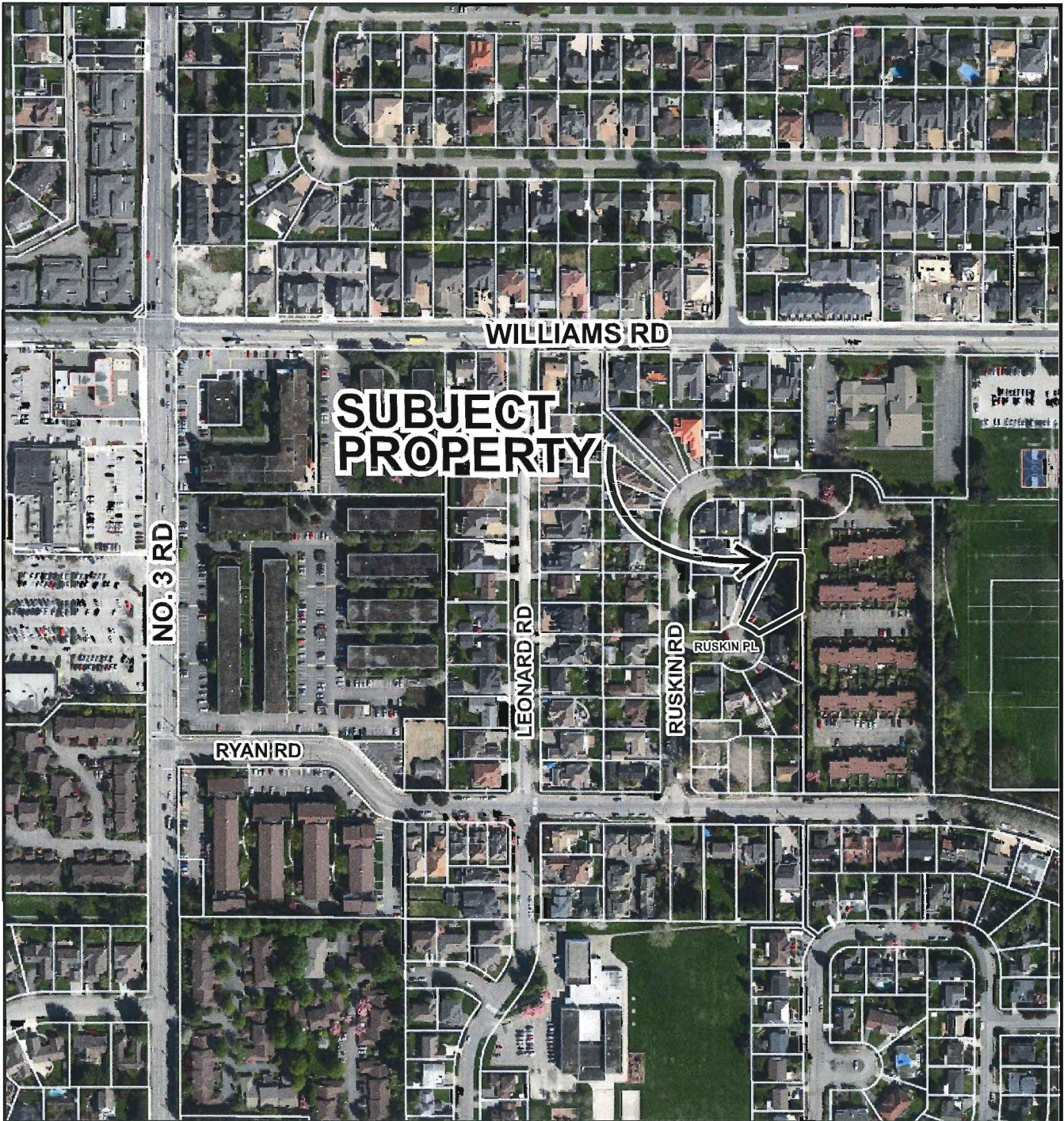
Original Date: 02/16/15

Revision Date: 02/19/15

Note: Dimensions are in METRES



City of
Richmond



RZ 11-586707

Original Date: 02/16/15

Revision Date:

Note: Dimensions are in METRES

DATE OF SURVEY: JUNE 22, 2011



RZ 11-586707

Attachment 3

Address: 8395 Ruskin Place

Applicant: Robert Kirk

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	Gary Finlay Kirk Sandra Kathleen Kirk	To be determined
Site Size (m ²):	1,187.8 m ² (12,785.8 ft ²)	North Lot - 608.9 m ² South Lot - 578.9 m ²
Land Uses:	Single-family	No change
OCP Designation:	Neighbourhood Residential	No change
Lot Size Policy Designation:	Policy 5469 permits rezoning subdivision to the "Single Detached (RS2/B)" zone.	No change
Zoning:	Single Detached (RS1/E)	Single Detached (RS2/B)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Buildings:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	360 m ²	North Lot - 608.9 m ² South Lot - 578.9 m ²	none
Setback – Front & Rear Yard (m):	Min. 6 m	Min. 6 m	none
Setback – Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	2.5 storeys	2.5 storeys	none

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



City of Richmond

Policy Manual

Page 1 of 2

Adopted by Council: February 19, 2001

POLICY 5469

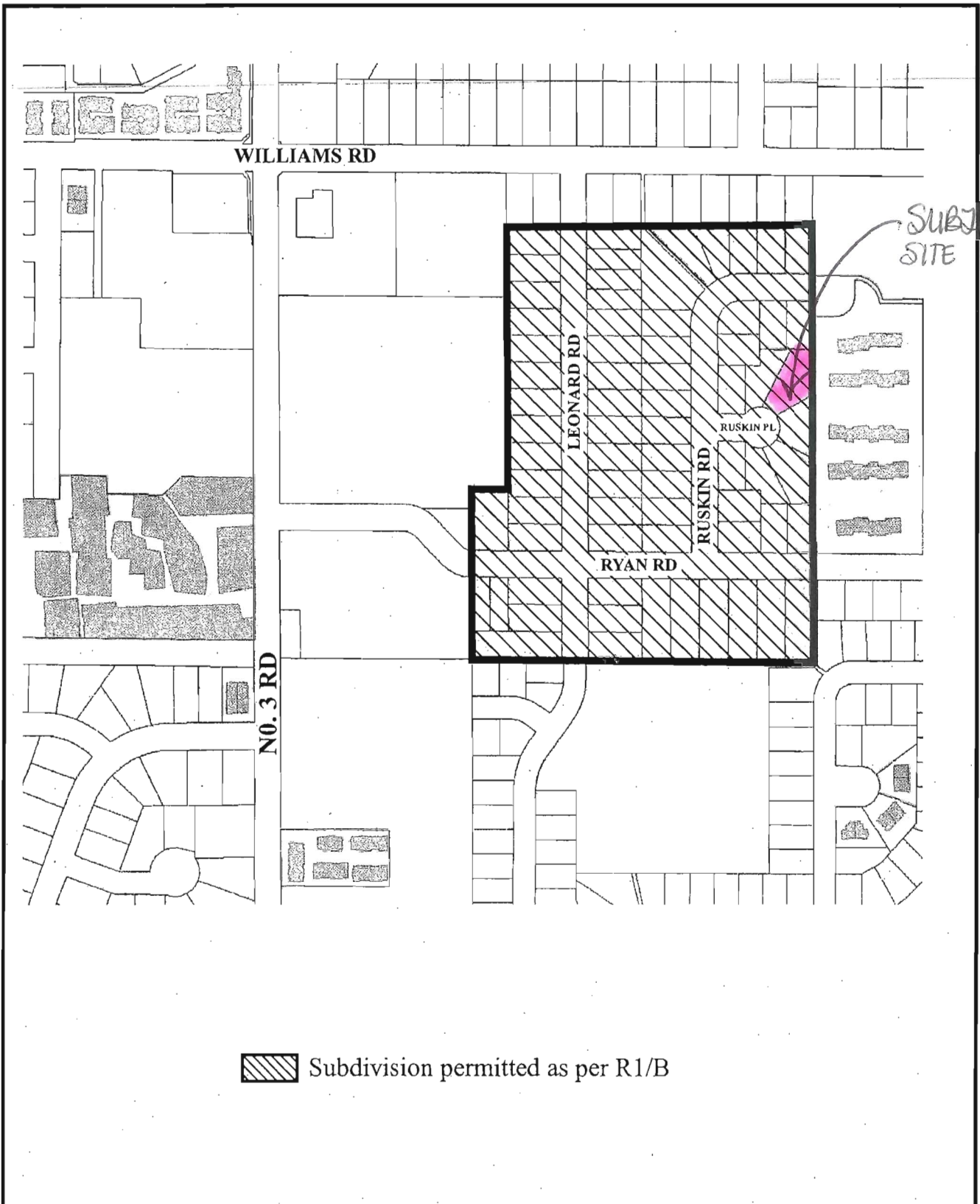
File Ref: 4045-00


SINGLE-FAMILY LOT SIZE POLICY IN QUARTER SECTION 33-4-6

POLICY 5469:

The following policy establishes lot sizes in a portion of Section 33-4-6, for the properties generally located along **Ryan Road, Leonard Road, Ruskin Road and Ruskin Place**, as shown on the attached map:

That properties along Ryan Road, Leonard Road, Ruskin Road and Ruskin Place (in a portion of section 33-4-6) as shown on the attached map, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) as per the Zoning and Development Bylaw 5300 and that this policy be used to determine the disposition of future rezoning applications in this area for a period of not less than five years, except as per the amending procedures in the Zoning and Development Bylaw 5300.



 Subdivision permitted as per R1/B



POLICY 5469
SECTION 33,4-6

PLN 62

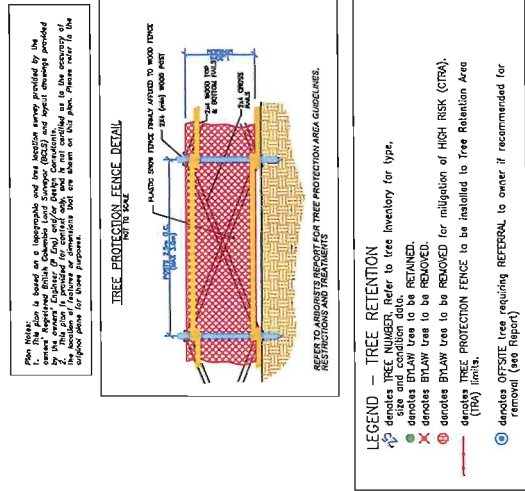
Adopted Date: 02/19/01

Amended Date:

TREE RETENTION DRAWING		Client:	ROBERT KIRK
		Project:	PROPOSED DEVELOPMENT
		Address:	8393 RUSKIN PLACE, RICHMOND
		Date:	02 NOVEMBER 2011
		Plot File:	11293
		Plot File:	

Scale 1:250

NORTH





City of Richmond

Rezoning Considerations

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

Address: 8395 Ruskin Place

File No.: RZ 11-586707

Prior to final adoption of Zoning Amendment Bylaw 8871, the following must be completed:

1. Submission of a Landscaping Security in the amount of \$2,000 (\$500/tree) to ensure that four (4) trees are planted and maintained on-site [two (2) per lot proposed] with the following minimum sizes.

# Replacement Trees	Min. calliper of deciduous tree	or	Min. height of coniferous tree
2	6 cm		3.5 m
2	8 cm		4.0 m

If required trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$500/tree to the City's Tree Compensation Fund for off-site planting is required.

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 (tag #'s 975-980). 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. Submission of a Tree Survival Security to the City in the amount of \$6,000 for the six (6) trees to be retained. The City will release 70% of the security after construction and landscaping on the future lots are completed, inspections are approved, and an acceptable post-construction impact assessment report is received. The remaining 30% of the security would be released one (1) year later subject to inspection.
4. Registration of a flood indemnity covenant on Title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$6,336) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

At demolition* stage, the following will be required:

- Installation of appropriate tree protection fencing around all on-site trees to be retained (tags #975-980) as per the attached Tree Retention Plan (Attachment 5). Tree Protection Fencing must be installed to City standard prior to demolition of the existing dwelling on-site and must remain in place until construction and landscaping on the future lots is completed.

At subdivision and future development stage*, the following will be required:

- Obtain a Tree Removal Permit for Tree tag #974 located on the on the adjacent property to the east (8404 Ruskin Place).
- Payment of Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fee.
- Enter into a Servicing Agreement for the design and construction of the following upgrades as well as water, drainage, and sanitary connection works to service the proposed lots:

Water Works

- Using the OCP Model, there is 95.9 L/s of water available at a 20 psi residual at the Ruskin Road. Based on your proposed development, your site requires a minimum fire flow of 95.0 L/s. The developer is required to submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
- At the developer's cost, the City is to:
 - Cut and cap the existing water service connection at the watermain along the Ruskin Place frontage.
 - Install two (2) new 25 mm water service connections complete with meters and meter boxes along the Ruskin Place frontage.

Storm Sewer Works

- The developer is required to:
 - Upgrade and extend along the subject sites frontage the existing culvert infill to a 600 mm diameter pipe to include boulevard and property drainage inspection chambers (ICs) and manholes as required. Closed Circuit Television Video (CCTV) pipe inspection and survey of existing downstream culverts may be required.

Sanitary Sewer Works

- The developer is required to:
 - Install approximately 45 m of a 200 mm sanitary sewer complete with manholes as required along Ruskin Place (from Ruskin Rd – Ruskin Pl cul-de-sac). Subject to a cost review and funding approval, the City will pay for 77% of sanitary sewer installation costs (excluding IC's and service connections).
 - Install 1 new IC at the adjoining property line of the new subdivided lots complete with two (2) new service connections to each new lot.

Frontage Improvements

- The developer is required to coordinate with BC Hydro, Telus and other private communication service providers:
 - For servicing requirements.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above-ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).

General Items

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

Note:

- * This requires a separate application.

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

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

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

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

(signed original on file)

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9218 (RZ 11-586707)
8395 RUSKIN PLACE**

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

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

P.I.D. 003-528-901

Lot 35 Section 33 Block 4 North Range 6 West New Westminster District Plan 18353

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9218”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

