



**Planning Committee**

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

**Tuesday, March 5, 2013  
4:00 p.m.**

Pg. #      ITEM

**MINUTES**

**PLN-5**      *Motion to adopt the minutes of the meeting of the Planning Committee held on Tuesday, February 19, 2013.*



**NEXT COMMITTEE MEETING DATE**

Tuesday, March 19, 2013, (tentative date) at 4:00 p.m. in the Anderson Room

**COMMUNITY SERVICES DEPARTMENT**

- 1. AFFORDABLE HOUSING STRATEGY – AFFORDABLE HOUSING SPECIAL DEVELOPMENT CIRCUMSTANCE PROPOSED REQUIREMENTS**

(File Ref. No.) (REDMS No. 3785757)

**PLN-17**

See Page **PLN-17** for full report

*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 4 to the Strategy the Affordable Housing Special Development Circumstance Proposed Requirements (as outlined in Attachment 1 of the staff report dated February 13, 2013 from the General Manager of Community Services).*



2. **AFFORDABLE HOUSING STRATEGY: 2013 ANNUAL REVIEW OF INCOME THRESHOLDS AND AFFORDABLE RENT RATES**

(File Ref. No.) (REDMS No. 3800705 v.3)

PLN-25

See Page PLN-25 for full report

*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 5 to the Strategy the 2013 Annual Income Thresholds and Maximum Permitted Rents for Affordable Housing (as outlined in Attachment 1 to the staff report dated February 13, 2013 from the General Manager of Community Services).*



3. **HOUSING AGREEMENT BYLAW 8991 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8280 AND 8300 GRANVILLE AVENUE (0938938 B.C. LTD.)**

(File Ref. No.) (REDMS No. 3806085)

PLN-31

See Page PLN-31 for full report

*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That Bylaw No. 8991 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8991 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 12-615705.*



4. **CHILD CARE OPERATOR SELECTION FOR “THE GARDENS” CHILD CARE FACILITY**

(File Ref. No.) (REDMS No. 3705870 v.7)

PLN-55

See Page PLN-55 for full report

*Designated Speaker: Coralys Cuthbert*

STAFF RECOMMENDATION

*That the Society of Richmond Children’s Centres be approved as the child care operator for the City-owned child care facility to be constructed at 10640 No. 5 Road (PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West NWD Plan EPP12978), adjacent to “The Gardens” development, subject to the Society entering into a lease for the facility satisfactory to the City.*



PLANNING & DEVELOPMENT DEPARTMENT

5. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 7175 AND 7191 MOFFATT ROAD FROM MEDIUM DENSITY LOW RISE APARTMENTS (RAM1) TO HIGH DENSITY TOWNHOUSES (RTH1)**

(File Ref. No. 12-8060-20-9005; RZ 11-586988) (REDMS No. 3705419)

PLN-59

See Page PLN-59 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Bylaw 9005, for the rezoning of 7175 and 7191 Moffatt Road from “Medium Density Low Rise Apartments (RAM1)” to “High Density Townhouses (RTH1)”, be introduced and given first reading.*

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6. MANAGER’S REPORT

ADJOURNMENT

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## Planning Committee

Date: Tuesday, February 19, 2013

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Evelina Halsey-Brandt  
Councillor Chak Au  
Councillor Linda Barnes  
Councillor Harold Steves  
Mayor Malcolm Brodie

Also Present: Councillor Linda McPhail

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on Tuesday, February 5, 2013, be adopted as circulated.*

**CARRIED**

### COMMUNITY SERVICES DEPARTMENT

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

It was moved and seconded

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

**CARRIED**

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

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

It was moved and seconded

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

**CARRIED**

#### **PLANNING & DEVELOPMENT DEPARTMENT**

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

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

Wayne Craig, Director of Development, provided background information and gave an overview of the proposal noting the application is for a two-storey development fronting Bayview Street; however, due to the grading and the exposure of the parkade, the building is three-storey at the rear. The development is in conformity with the parking requirements set out in the Steveston Village Conservation Strategy.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9001 to:*

- (1) *amend the regulations specific for Affordable Housing Contributions related to the "Commercial Mixed Use (ZMU22) - Steveston Commercial" zone; and*

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- (2) *create "Commercial Mixed Use (ZMU22) – Steveston Commercial" and for the rezoning of 3531 Bayview Street from "Light Industrial (IL)" to "Commercial Mixed Use (ZMU22) – Steveston Commercial"*

*be introduced and given first reading.*

**CARRIED**

**4. PROPOSED AMENDMENTS TO THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT AND APPLICATION BY BERANE CONSTRUCTION LTD. FOR REZONING AT 16360 RIVER ROAD FROM GOLF COURSE (GC) TO LIGHT INDUSTRIAL (IL)**

(File Ref. No. 12-8060-20-8998, RZ 10-523713) (REDMS No. 3791379)

Mr. Craig stated that the proposal to facilitate commercial truck parking and outdoor storage is consistent with the interim action plan for the area.

Kevin Eng, Planner, noted that there are no active applications submitted requesting similar rezoning.

Discussion ensued and it was noted that the proposed use provides an interim solution to development in the area and it is expected once sanitary service is extended to the area, in a cost effective way, Light Industrial development will occur.

It was moved and seconded

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

**CARRIED**

OPPOSED: Cllr. Steves

**5. PROPOSED LONG-TERM STREETSCAPE VISIONS FOR BAYVIEW STREET AND CHATHAM STREET**

(File Ref. No. 10-6360-01/2012) (REDMS No. 3719467 v5)

Victor Wei, Director of Transportation, circulated a revised version of Attachment 1 "Public Parking in the Steveston Village Area" to the planning report (attached to and forming part of these minutes as **Schedule 1**) and noted a correction to ownership information for Lot 7. Mr. Wei provided the following summation of the proposed long-term streetscape vision:

- the proposed streetscape vision has three primary objectives: (i) to improve the public realm consistent with the Steveston Village Conservation Strategy; (ii) to create a more walkable environment by addressing the uneven distribution of parking areas; and (i) to increase the supply of on-street parking;

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- the current parking meets public demand within Steveston Village; however, the parking spaces are unevenly distributed throughout the area;
- the Bayview Street proposal is to investigate angle parking on the north side and retain the parallel parking on the south side increasing the parking supply by 23 spaces at a cost of \$400,000;
- with regards to Chatham Street staff are not recommending angle parking in the centre of the street citing safety concerns. A preferred option is for angle parking on both sides of Chatham Street yielding an additional 55 spaces;
- no changes are proposed for the roads running north from Chatham Street (i.e. 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup>);
- funding options include: (i) Development Cost Charges program; (ii) introducing a new levy or fund similar to Capstan Canada Line Station with the funds being directed to enhance on-street parking; and (iii) establishing a Business Improvement Area.

Discussion ensued and the following was noted:

- there is approximately \$250,000 in the Steveston Parking Fund allocated for off-street parking only. In order to reallocate the funds to support on-street parking projects provincial approval will be required;
- options not addressed included: (i) paid versus unpaid parking; and (ii) designated parking for RVs or larger vehicles;
- options not recommended included: (i) rear angle parking; (ii) one-way streets; and (iii) perpendicular centre parking;
- to accommodate angle parking on Bayview Street the corner at No. 1 Road will require reconstruction;
- the proposed improvements to Chatham Street are with the view to increasing desirable parking spaces in the area;
- Translink is not looking at significant capital projects until they have solved their funding issues, but it is hoped that when the Richmond Area Transit Plan has been approved the need for a centralized transit exchange will be identified; and
- the feasibility of investigating: (i) speed limits on Chatham and Moncton Streets with related enforcement concerns; (ii) increased accessible parking spaces; (iii) no parking or restricted parking options; and (iv) the Gulf of Georgia Cannery parking site in terms of a possible parkade location.



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Joe Erceg, General Manager, Planning and Development, stated that the City has no control over paid parking facilities in Steveston but staff could be directed to investigate the impact of the paid parking lots as part of the consultation process.

Ralph Turner, 3411 Chatham Street, reiterated his concerns addressed in his written submission dated Tuesday, February 19, 2013 (attached to and forming part of these minutes as **Schedule 2**).

Jim Kojima, 29-7611 Moffatt Road, expressed his preference that Bayview Street remain as is with the exception of providing more accessible parking spaces. With regard to the proposed redevelopment of Chatham Street he noted safety concerns related to bus and vehicular traffic. He urged more research into the safety issues and more public consultation with businesses and residents in the area.

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

It was moved and seconded

*That the Proposed Long-Term Streetscape Visions for Bayview Street and Chatham Street be referred back to staff to explore:*

- (1) financing options for any parking treatment;*
- (2) impacts & options regarding the existing pay parking adjacent to Bayview Street;*
- (3) traffic calming options on Chatham and Bayview Streets; and*
- (4) options and impacts regarding more disabled parking spaces on Bayview Street.*

The question on the **referral** was not called as discussion ensued regarding the Steveston Parking Fund allocation. Staff were directed to begin discussions with the Province regarding the reallocation of these funds to on-street parking projects. The question on the **referral** was then called and it was **CARRIED**.

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

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

Mr. Wei presented a brief overview of the proposed amendments to the tandem parking requirements in townhouse developments noting the allowance of a maximum of 75% tandem parking spaces, an increase in parking width for one space, and signage requirements for visitor parking.

Discussion ensued surrounding the proposed maximum of 75% tandem parking and the potential impact on street parking. After discussion it was recommended to amend the proposed maximum to allow 50% tandem parking in townhouse developments.

It was moved and seconded

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

- (a) to permit a maximum of 50% tandem parking spaces in all standard and site specific townhouse zones (except those that already permit 100% tandem parking);**
- (b) to require one tandem parking space to have a wider space if a townhouse is wider than 4.57 m (15 ft);**
- (c) to require visitor parking for residential uses be identified by signage; and**

**be introduced and given first reading;**

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

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

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

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

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

**CARRIED**

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

(File Ref. No. 10-6360-01/2012) (REDMS No. 3719467 v5)

With the aid of a rendering of the map “Proposed Review concept – Steveston Village Conservation Strategy” and corresponding chart, Terry Crowe, Manager, Policy Planning, reviewed the proposed amendments to the Steveston Village Conservation Strategy and Area Plan particularly noting the proposed changes to buildings heights in various areas.

Mr. Erceg advised that there were 17 buildings identified worthy of preservation and protection in the Steveston Village Conservation Strategy. He also spoke concerning a density bonus grant program that has been implemented to encourage heritage restoration and protection. He further noted that staff had conducted a limited review of the Strategy reflecting areas of concerns including residential parking, density and allowable storeys, and defining height measurements.

Barry Konkin, Planner, noted that developers have generally submitted proposals with lower density to avoid contributions to the Heritage Grant Program.

Dana Westermarck, 13333 Princess Street, provided additional information regarding the development of the Steveston Conservation Strategy and the significant challenge to strike a balance between generating development that would yield revenue for the City to support the Heritage assets and developments that would achieve the compact building requirements in keeping with the character of the Village and also meet the required parking.

In response to an inquiry Terry Crowe noted that with the proposed 1.3 parking space requirement all residential parking will be provided on-site. In addition, with regard to commercial sites the majority of the required parking will be on-site with some spill over onto the street parking.

It was moved and seconded

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

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- (2) *That staff report back on the outcome of the above public consultation regarding the proposed Review Concept.*

**CARRIED**

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

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

It was moved and seconded

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

**CARRIED**

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**9. MANAGER'S REPORT**

**(a) Finn Road Update**

Edward Warzel, Manager Community Bylaws, advised that staff and the Agricultural Land Commission (ALC) have been monitoring every load intended for the site. The loads are being processed off-site to ensure compliance with the quality of the fill. The loads are also examined by an ALC inspector prior to the fill going onto the ground and any material which does not comply is stock-piled and removed when a full load has been achieved. He also noted staff are scheduled to meet with the ALC on Thursday, February 21, 2013. Mr. Warzel further stated that, in terms of the work done immediately after the stop work order by the ALC, the road was dug up and the larger pieces of fill material were removed from the site. The standards applied were those associated with the "Cranberry Berm Rules" of material larger than 18" being removed.

**(b) Residential Dwelling Limits on AG Land**

Holger Burke stated that the zoning controls the height of residential units (2.5 storey maximum) in Agricultural areas but the City cannot limit the square footage of the dwelling unit. Staff are encouraging the Provincial Government to take the lead by revising the Agricultural Land Commission Act.

**(c) ONNI Maritime Uses**

Mr. Erceg stated that provisional occupancy was granted last month for the eastern building. Staff are working with the Law, Licensing, and Zoning Departments with respect to reviewing any applications received comply with the maritime uses. He also noted that ONNI will be proceeding with the reconstruction of the boardwalk in the near future.

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (6:02 p.m.).*

**CARRIED**

**Planning Committee**  
**Tuesday, February 19, 2013**

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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 19, 2013.

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Councillor Bill McNulty  
Chair

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Heather Howey  
Acting Committee Clerk



## Public Parking in the Steveston Village Area



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

**Mayor and Councillors**

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**From:** Ralph and Edith Turner [returner2@shaw.ca]  
**Sent:** Tuesday, 19 February 2013 15:16  
**To:** Mayor and Councillors  
**Cc:** Bruce Rozenhart; Jim Kojima  
**Subject:** Steveston Parking  
**Attachments:** 2012\_03\_29 009.jpg; 2012\_03\_29 008.jpg; 2012\_03\_29 007.jpg

Dear Mayor and Councillors,

I am writing with regard to the parking issues in Steveston. Since the staff report being presented to the Planning meeting of Council this afternoon was not available on the Richmond website until some time Saturday, February 16, 2013, I have had only a cursory look at the options. My concerns include:

1) Do not increase the parking problem by allowing reduced parking requirements for new developments in Steveston, such as the proposed development at 3531 Bayview Street which is noted on page PLN 83:

"With the potential for 75 additional on-street parking spaces in the Steveston Village, staff is of the opinion that the proposed reduction in commercial parking will have minimal impacts on the surrounding streets." Just because the local zoning allows a 33% reduction in parking requirements, it doesn't mean that there has to be a reduction given.

2) Is the city really suggesting that \$2.4 to \$2.8 million dollars (approximately \$40 to \$50 thousand per spot) be spent to increase on-street parking on Chatham Street for 55 new parking spots as noted on page PLN 154 of the staff report?

Would it not be more fiscally prudent to take this money and build proper parking facilities either on the city owned property on First Ave., south of Moncton and/or opposite the Steveston Community Centre and recoup, in parking fees, some of the cost of taxpayers' money.

An elevated pedestrian walkway could be constructed over Moncton Street to provide community center access.

3) Re the options presented for increased parking on Chatham Street, I note that on page PLN 158 of the staff report that the city has taken the liberty of proposing public parking on private property, i.e. the Common Property of Strata Plan BCS1862 at 3591 Chatham Street and their adjacent strata neighbours. Has the city had discussions with those strata owners?

4) With regard to the idea of proposing angle parking anywhere on Chatham Street, but especially down the centre, I can only predict that this will lead to accidents in the future as there is very little room for angle parking with the volume of traffic, especially buses, along the street. I enclose some photos of a small car that is angle parked on the 3400 block of Chatham. Note the wide berth that vehicles had to make in passing that parked car. Larger vehicles, or pickups like mine that would extend another 4 feet into the driving lane, would make safe passing even more difficult.

To compare the safety of angle parking on First and Second Avenues with that of Chatham (PLN - 161) is totally inappropriate. Both avenues are only one block long - not the half mile straightaway that Chatham is. They are also one-way roads and neither is a bus route.

I hope there will be more public consultation on this issue before the city takes any action.

Respectfully yours,  
Ralph Turner





# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** February 13, 2013  
**From:** Cathryn Volkering Carlile **File:**  
General Manager, Community Services  
**Re:** **Affordable Housing Strategy- Affordable Housing Special Development  
Circumstance Proposed Requirements**

### Staff Recommendation

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 4 to the Strategy the Affordable Housing Special Development Circumstance Proposed Requirements (as outlined in Attachment 1 of the staff report dated February 13, 2013 from the General Manager of Community Services).

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

Att. 1

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

## Staff Report

### Origin

On May 28, 2007, Council adopted the “Richmond Affordable Housing Strategy” (“Strategy”).

On April 10, 2012, Council endorsed amendments to the City’s Affordable Housing Operating Reserve Bylaw No. 8206, Affordable Housing Statutory Reserve Fund Policy - 5008, and Section 5.15 of the Zoning Bylaw 8500 to align with the Affordable Housing Strategy and other City requirements for the allocation and distribution of Affordable Housing Reserve Funds. Further, the adopted bylaw and policy changes allow Council to prioritize the use of Affordable Housing Reserve Funds to provide fiscal support for Council approved Affordable Housing Special Development Circumstances (AHSDC).

In accordance with the amendments, Council has approved three affordable housing proposals to be considered as AHSDC projects: 1) Kiwanis Towers project at 6251 Minoru Boulevard for the provision of 296 senior rental housing units, 2) The Expression of Interest (“EOI”) project at the City-owned site located at 8111 Granville Avenue/8080 Anderson Road for the provision of 129 subsidized rental units; and 3) The Cadence Development for the provision of 15 specialized affordable housing units, community programming and access to childcare. All three projects include complementary, programmed tenant indoor and outdoor amenity spaces.

This report presents an overview of the proposed Strategy criteria, requirements, and key elements for projects to be considered for Council’s approval as an Affordable Housing Special Development Circumstance and recommends these provisions for Council consideration.

The report supports the following Council term goal:

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

### Analysis

The Richmond Affordable Housing Strategy specifies the primary use of Affordable Housing Reserve Funds for subsidized rental housing (e.g. rental housing affordable to low-income families). The proposed amendment to the Strategy includes provisions for a Council approved Affordable Housing Special Development Circumstance to support opportunities to leverage funding, innovative partnerships, and delivery of affordable housing and community supports for specific tenant populations.

A key assumption of the Strategy is that effective affordable housing solutions are the result of long-term, stable policies and strategic innovations that enable an expanded range of options along key points of the housing continuum.

It is the City’s preferred approach to disburse affordable housing units throughout a development to support mixed-income, inclusive communities to emerge. Staff recommend that clustered groups of affordable housing units in one location will only be considered if a sound business and social programming approach is identified at the time of the development application being submitted to the City for Council consideration, which:

- Supports the affordable housing needs of the intended tenant population;
- Meets the City's Affordable Housing Special Development Circumstance requirements, criteria and key elements (**Attachment 1**);
- Exemplifies a high level of social innovation; and
- Provides affordable housing, social programming and community supports to meet the targeted or specialized needs of an intended population (e.g. seniors, single parents, individuals experiencing disabilities, the working poor).

### **Highlights of the Proposed Affordable Housing Special Development Circumstance Criteria**

As follow up to the Council approved Kiwanis, 81111 Granville Avenue/8080 Anderson Road, and Cadence proposed AHSDC projects, Staff has prepared an Addendum (Addendum 4) to assist the City to be well prepared in similar situations. Highlights of the addendum are as follows:

1. AHSDC proposals are to be reviewed on a "project specific" basis and are subject to Council approval to:
  - a. Secure rents below the Affordable Housing Strategy stipulated rents for low end market rental units (subsidized rental housing);
  - b. Require financial assistance to support eligible non-profit housing providers to seek and secure financial support for Senior levels of government and/or private partnerships; and
  - c. Meet the funding priorities as set out in the City's Affordable Housing Reserve Fund Policy and Affordable Housing Strategy for subsidized rental housing.
2. A Council approved AHSDC project will:
  - a. Incorporate sustainable development principles;
  - b. Include physical and social accessibility requirements and opportunities; and
  - c. Build on the vast community network of multi-sector partnerships to develop a local response to Richmond's affordable housing needs.
3. Staff will work with the development sector and community to identify future projects that will meet identified community needs and the Council approved AHSDC project requirements.
4. The City's standard Housing Agreement and Housing Covenant terms do apply to a Council approved AHSDC projects.

5. Additional business terms, legal agreements or operations policies may be developed with respect to:
  - a. Ownership and management;
  - b. Maintenance and upkeep of the units, common indoor and outdoor areas;
  - c. Resident and occupancy management policies;
  - d. On-going capital and operating funding and budget considerations; and
  - e. Other project-specific considerations.

An AHSDC proposal should incorporate best practices and consideration to the socio-economic outcomes of the proposed development, rather than just building an economic or business case for a development. This may include, but is not limited to:

1. The selection of a qualified non-profit affordable housing provider to own, manage and/or operate the affordable housing units;
2. A coordinated partnership approach with the non-profit sector for housing and service delivery; and
3. In some circumstances, the joint development of a Request for Proposals (RFP) with the City and/or Senior Government, Private Sector, or Developer.

### **Financial Impact**

The proposed changes will have no direct impact to the City.

### **Conclusion**

The Affordable Housing Special Development Circumstance criteria, requirements, and key elements outlined in the report will provide a sound framework to support socially innovative, multi-stakeholder partnerships to address critical affordable housing, community and long-term sustainability goals (i.e. financial, social, community and environment).

Further, the AHSDC requirements and criteria will support the effective use of Affordable Housing Reserve Funds, City policy, and design principles to support:

- Equitable access to opportunities;
- Project viability;
- Tenant well-being and liveability; and
- Community connections for low-income households in Richmond.

The AHSDC provisions will be included as part of the Affordable Housing Strategy Update package to be distributed to the UDI-Richmond Liaison for comment in Spring 2013.

It is thus recommended that the Affordable Housing Special Development Circumstances as presented in **Attachment 1**, be approved by way of a fourth Addendum to the Richmond

February 13, 2013

- 5 -

Affordable Housing Strategy and that the AHSDC requirements will become in effect after Council adoption.

A handwritten signature in purple ink, appearing to read "D. K. Beno".

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

DKB:dkb

**Richmond Affordable Housing Strategy**  
**Addendum No. 4**  
**(Date Council Approved)**

That the Richmond Affordable Housing Strategy dated May 9, 2007, approved by Council on May 28, 2007, as amended. (“the Strategy”), be further amended as follows:

**Affordable Housing Special Development Circumstance (rental housing)**

A key assumption of the “Strategy” is that effective affordable housing solutions are the result of long-term, stable policies and strategic innovations that enable an expanded range of options along key points of the housing continuum.

It is the City’s preferred approach to disburse affordable housing units throughout a development. Clustered groups of affordable housing units on one floor or in one location will only be considered if a sound business and social programming approach has been identified and demonstrated at the time of the development application being submitted to the City for Council consideration, which:

- Supports the affordable housing needs of the intended tenant population;
  - Meets the City’s Affordable Housing Special Development Circumstance requirements, criteria and key elements as defined; and
  - Exemplifies a high level of social innovation.
1. A developer, group of developers or non-profit affordable housing developers may concentrate affordable rental units together in one building or site, rather than having them scattered in a number of different buildings or sites. In these cases, affordable housing development proposals should include a sound rationale to receive Council consideration for approval as an Affordable Housing Special Development Circumstance to:
    - Provide affordable housing, social programming and community supports to meet the targeted or specialized needs of an intended population (e.g. Seniors, single parents, individuals experiencing disabilities, low income households); and
    - Emphasize sustainable development principles and practices with respect to: the physical development, social programming, innovation, and financial feasibility.
  2. The purpose of an Affordable Housing Special Development Circumstance is to provide affordable housing, programming, and community supports to meet the targeted or specialized needs of an intended population (e.g. Seniors, single parents, individuals experiencing disabilities, low income households).
  3. AHSDC proposals are to be reviewed on a “project specific” basis and are subject to Council approval to:

- A. Secure rents below the Affordable Housing Strategy stipulated rents for low end market rental units (subsidized rental housing);
  - B. Require financial assistance to support eligible non-profit housing providers to seek and secure financial support for Senior levels of government and/or private partnerships; and
  - C. Meet the funding priorities as set out in the City's Affordable Housing Reserve Fund Policy and Affordable Housing Strategy for subsidized rental housing.
4. A Council approved Affordable Housing Special Development Circumstance focuses on sustainable development principles, encourages physical and social accessibility, and builds on the vast community network of multi-sector partnerships to develop a local response to affordable housing needs.
5. AHSDC proposals should respond to the following questions, which includes:
- A. Who is the intended tenant population (e.g. demographic and income range)?
  - B. How will income thresholds, maximum rent rates, total shelter costs, and life-cycle costs be established and maintained to support rent rates affordable to the proposed tenants?
  - C. How will the proposed physical development respond and support the intended social outcomes of the project?
  - D. How does this development respond to social innovation?
  - E. What strategies, community partnerships, and approaches will be developed to support the social programming requirements of the proposed development?
  - F. What existing project examples and/or case studies are available to support the proposed affordable housing rationale?
6. AHSDC proposals should exhibit a high level of social innovation and generate community benefit outcomes that:
- A. Incorporates High Performance Building standards with an emphasis on energy-savings and conservation (i.e. considers life-cycle costs, risks and outcomes for the affordable housing provider and tenants);
  - B. Implements a coordinated social programming approach to support tenant-well being and physical, social and economic access to community and/or community service opportunities;

- C. Generates a sound resident management and operations model that meets the needs of the intended tenant population (i.e. rents, income levels, appropriate level of programming and supports);
  - D. Considers a community partnership approach for the delivery of community services and supports;
  - E. Exemplifies social innovation approach to encourage project viability, tenant liveability and community connections;
  - F. Provides a sound capital financial and operating sustainability plan;
  - G. Ensures unlimited access for tenants to indoor and outdoor amenity spaces; and
  - H. Includes a sound property management model to address maintenance, repair, upkeep and financial costs related to these requirements.
7. The City's standard Housing Agreement and Housing Covenant terms do apply to a Council approved Affordable Housing Special Development Circumstance.
  8. Additional business terms, legal agreements or operations policies may be developed with respect to:
    - Ownership and management,
    - Maintenance and upkeep of the units,
    - Maintenance and upkeep of the common indoor and outdoor areas,
    - Tenant management policies,
    - On-going capital and operating funding and budget considerations, and
    - Other project specific considerations.
  9. An AHSDC proposal should incorporate best practices and consideration to the socio-economic outcomes of the proposed development, rather than just building an economic or business case for a development.
  10. An AHSDC proposal should also consider the selection of a qualified non-profit affordable housing provider to own, manage and/or operate the affordable housing units or a coordinated partnership approach with the non-profit sector for service delivery. The selection process for an affordable housing and/or service provider(s) may include the joint development and Request for Proposals (RFP) with the City and/or Senior Government or developer.





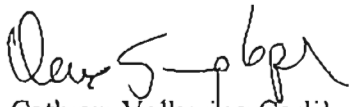
# City of Richmond

## Report to Committee

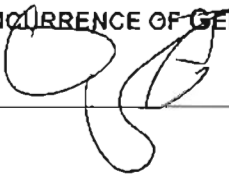


**To:** Planning Committee **Date:** February 13, 2013  
**From:** Cathryn Volkering Carlile **File:**  
General Manager  
**Re:** Affordable Housing Strategy: 2013 Annual Review of Income Thresholds and  
Affordable Rent Rates

### Staff Recommendation

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 5 to the Strategy the 2013 Annual Income Thresholds and Maximum Permitted Rents for Affordable Housing (as outlined in Attachment 1 to the staff report dated February 13, 2013 from the General Manager of Community Services).

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

Att. 1

| REPORT CONCURRENCE           |   |   |   |
|------------------------------|---|---|---|
| <b>ROUTED TO:</b>            | <b>CONCURRENCE</b>  | <b>CONCURRENCE OF GENERAL MANAGER</b>   |   |
| Finance Division             | <input checked="" type="checkbox"/>   |  |   |
| Development Applications     | <input checked="" type="checkbox"/>   |   |   |
| Policy Planning              | <input checked="" type="checkbox"/>   |   |   |
| <b>REVIEWED BY DIRECTORS</b> | <b>INITIALS:</b><br> | <b>REVIEWED BY CAO</b>  | <b>INITIALS:</b><br> |

## Staff Report

### Origin

On May 28, 2007, Council adopted the “Richmond Affordable Housing Strategy” dated May 9, 2007.

On June 8, 2009, Council amended the Richmond Affordable Housing Strategy to update the annual income thresholds and maximum permitted rents and to include provisions for staff to annually adjust the annual income thresholds and the maximum permitted rents specified in the City’s housing agreements to reflect:

- Updated Core Need Income Threshold (CNIT) and/or other applicable data produced by CMHC in years when it is released, and
- CPI for Vancouver for the previous calendar year plus 2 % in years when the CNIT and/or other applicable data from CMHC was not released.

On October 25, 2010, Council amended the Richmond Affordable Housing Strategy again to update annual income thresholds and the maximum permitted rents and to provide that staff annually adjust these amounts based on analysis of updated CNIT and/or other applicable data produced by CMHC in years when it is released.

Staff have completed the required periodic review of income thresholds and maximum permitted rents. Staff recommend adjusting these amounts based on staff analysis of updated Housing Income Limits (HIL) (formerly known as Core Need Income Threshold data).

This report presents the review findings and recommends 2013 Housing Income Limits (HILs) and Affordable Rent Rates for Council consideration.

The report supports the following Council term goal:

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

### Analysis

The 2006 Census estimated that 10,470 renter households or 63 percent of Richmond renters earn less than \$59,999 annually, and therefore are low to moderate income households.

HIL values are determined from the annual CMHC Rental Market Survey. The HIL values represent the income required to pay the average market rent for an appropriately sized unit in the private market.

The 2013 HIL limits are:

|               | <u>Bachelor</u> | <u>1 Bedroom</u> | <u>2 Bedroom</u> | <u>3 Bedroom</u> |
|---------------|-----------------|------------------|------------------|------------------|
| Annual Income | \$34,000        | \$38,000         | \$46,500         | \$57,500         |

The current Affordable Housing Strategy total household annual income and maximum monthly rent are:

|                               | <u>Bachelor</u>  | <u>1 Bedroom</u> | <u>2 Bedroom</u> | <u>3 Bedroom</u> |
|-------------------------------|------------------|------------------|------------------|------------------|
| Total Household Annual Income | \$33,500 or less | \$37,000 or less | \$45,500 or less | \$55,000 or less |
| Maximum Monthly Rent          | \$837            | \$925            | \$1,137          | \$1,375          |

The adjusted Affordable Housing Strategy total household annual income and maximum monthly rent to align with 2013 HIL limits are:

|                               | <u>Bachelor</u>  | <u>1 Bedroom</u> | <u>2 Bedroom</u> | <u>3 Bedroom</u> |
|-------------------------------|------------------|------------------|------------------|------------------|
| Total Household Annual Income | \$34,000 or less | \$38,000 or less | \$46,500 or less | \$57,500 or less |
| Maximum Monthly Rent          | \$850            | \$950            | \$1,162          | \$1,437          |

### **Current Adjustments**

The adjustments will be applied to all new housing agreements brought forward after the effective date and will be applied to existing housing agreements in accordance with Richmond Affordable Housing Strategy Addendum 5 (**Attachment 1**) (with the exception of those existing housing agreements which do not contemplate adjustments as set out above).

### **Future Adjustments**

Staff recommend that they will review the Income Thresholds and Affordable Rent Rates annually, bring recommendations to Council for approval, and once such are approved the adjustments would become effective immediately following the adoption by Council.

### **Financial Impact**

The proposed changes will have no direct impact to the City.

### **Conclusion**

It is recommended that the 2013 adjusted rates as presented in **Attachment 1**, be approved by way of a fifth Addendum to the Richmond Affordable Housing Strategy.

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

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

DKB:dkb

**Richmond Affordable Housing Strategy**  
**Addendum No. 5**  
**(Date Council Approved)**

That the Richmond Affordable Housing Strategy dated May 9, 2007, approved by Council on May 28, 2007, as amended, be further amended as follows:

1. Annual Income Thresholds

The annual income thresholds as shown on Table 1 be used to determine who qualifies for affordable housing and be included in the housing agreements used to secure the use and occupancy of the affordable housing units.

2. Maximum Permitted Rents

The maximum permitted rents as shown on Table 1 be used to determine the permitted rent for affordable housing and be included in the housing agreements used to secure the use and occupancy of the affordable housing units.

3. Future Adjustments to Annual Income Thresholds and Maximum Permitted Rents

Staff adjust the annual income threshold and maximum permitted rent for affordable housing shown in Table 1, once every calendar year based on the following data sources and use the adjusted information in new housing agreements brought forward after the date of adjustment and apply it to existing housing agreements (with the exception of those existing housing agreements which do not contemplate adjustments as set out in this Addendum) and advise Council accordingly:

Primary Data Source: staff analysis of updated Housing Income Limits and/or other applicable data produced by the Canada Mortgage and Housing Corporation (CMHC) in years when it is released.

**Table 1: 2013 Annual Income Threshold and Maximum Permitted Rents for Affordable Housing**

| <b>Annual Income Thresholds (2013)</b>   |  |
|--|--|
| Affordable Subsidized Rental Housing     | Households with an annual income of less than \$34,000   |
| Affordable Low End Market Rental Housing | Households with an annual income of between \$34,000 and \$57,500                                |
| <b>Maximum Permitted Rents (2013)</b>    |  |
| Bachelor Unit                            | \$850 a month (e.g., for eligible tenant having an annual income threshold of \$34,000 or less)  |
| One-Bedroom Unit                         | \$950 a month (e.g. for eligible tenant having an annual income threshold of \$38,000 or less)   |
| Two-Bedroom Unit                         | \$1,162 a month (e.g. for eligible tenant having an annual income threshold of \$46,500 or less) |
| Three-Bedroom Unit                       | \$1,437 a month (e.g. for eligible tenant having an annual income threshold of \$57,500 or less) |





# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** February 20, 2013  
**From:** Cathryn Volkering Carlile  
General Manager, Community Services **File:**  
**Re:** **Housing Agreement Bylaw 8991 to Permit the City of Richmond to Secure Affordable Housing Units located at 8280 and 8300 Granville Avenue (0938938 B.C. Ltd.)**

### Staff Recommendation

That Bylaw No. 8991 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8991 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 12-615705.

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

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8991, **Attached**) to secure 5,138 ft<sup>2</sup> or 7 affordable housing units in the proposed development located at 8280 and 8300 Granville Avenue (**Attachment 1**).

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

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

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

Townline Ventures Granville Avenue Ltd., on behalf of 0938938 B.C. Ltd. (the registered owner), has applied to the City of Richmond to rezone 8280 and 8300 Granville Avenue from "Auto-Oriented Commercial (CA)" to "High Rise Apartment (ZHR13)-St. Albans (City Centre)" to permit the construction of a 16-storey residential tower containing 126 residential units that include 7 affordable housing units.

The rezoning application received third reading at Public Hearing on December 17, 2012 (Rezoning 12-615705 and associated RZ Bylaw 8958). The proposed Housing Agreement Bylaw for the subject development (Bylaw 8991) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject rezoning application involves a development consisting of approximately 126 residential units, including, 7 affordable rental housing units. The affordable rental housing units consist of: 4 one-bedroom and den units, 1 two-bedroom unit and 2 two-bedroom and den units. The development will contain 55 units in total that meet the Richmond Zoning Bylaw requirements for Basic Universal Housing, which includes 2 affordable rental units.

The applicant has agreed to enter into the Housing Agreement and to register notice of the Housing Agreement on title to secure the 7 affordable rental housing units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The agreement also includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement.



### **Financial Impact**

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

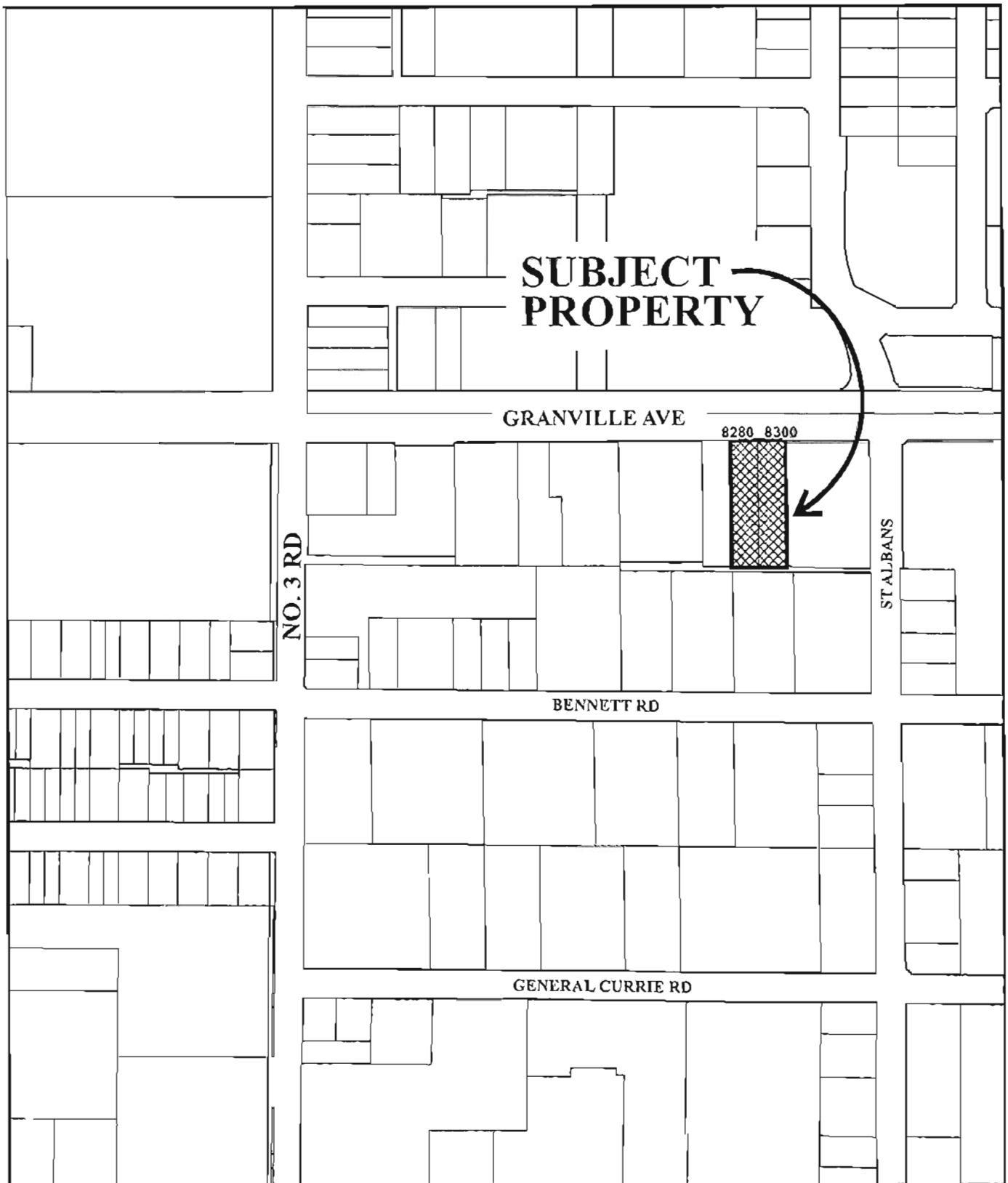
### **Conclusion**

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8991 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure seven affordable rental housing units that are proposed in association with Rezoning Application 12-615705.

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

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

DKB:dkb



8280 & 8300 Granville Ave

Original Date: 02/20/13

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (8280 and 8300 Granville Avenue) Bylaw No. 8991**

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: 003-554-619      Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North  
Range 6 West New Westminster District Plan 1262

PID: 004-033-817      Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16  
Block 4 North Range 6 West New Westminster District Plan 1262

2. This Bylaw is cited as "**Housing Agreement (8280 And 8300 Granville Avenue) Bylaw No. 8991**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

|   |
|---|
| CITY OF<br>RICHMOND   |
| APPROVED<br>for content by<br>originating<br>Dept.                                    |
|  |
| APPROVED<br>for legality<br>by Solicitor  |
|  |

Schedule A

To Housing Agreement (8280 and 8300 Granville Avenue) Bylaw No. 8991

HOUSING AGREEMENT BETWEEN the City of Richmond and 0938938 B.C. Ltd.

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

**THIS AGREEMENT** is dated for reference the 6th day of February, 2013.

**BETWEEN:**

**0938938 B.C. LTD., (Inc. No. 0938938),**  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 120 – 13575 Commerce  
Parkway, Richmond, British Columbia, V6V 2L1

(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:

## 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, \$33,500 or less;
  - (ii) in respect to a one bedroom unit, \$37,000 or less;
  - (iii) in respect to a two bedroom unit, \$45,500 or less; or
  - (iv) in respect to a three or more bedroom unit, \$55,000 or less

provided that, commencing July 1, 2012, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (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 \_\_\_\_\_, 2013, 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: 003-554-619  
Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262

PID: 004-033-817  
Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262
- (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) \$837.00 a month for a bachelor unit;
  - (ii) \$925.00 a month for a one bedroom unit;
  - (iii) \$1,137.00 a month for a two bedroom unit; and
  - (iv) \$1,375.00 a month for a three (or more) bedroom unit,

provided that, commencing July 1, 2012, 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 (unless the Owner's 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, 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 less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 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. 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, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

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

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation 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.

## 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.

**0938938 B.C. LTD.**

by its authorized signatory(ies):

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

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

**CITY OF RICHMOND**  
by its authorized signatory(ies):

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

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

|   |
|---|
| CITY OF<br>RICHMOND                               |
| APPROVED<br>for content by<br>originating<br>dept |
| APPROVED<br>for legality<br>by Solicitor          |
| DATE OF<br>COUNCIL<br>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 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

## PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and 0938938 B.C. Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

PID: 003-554-619

Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262

PID: 004-033-817

Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262

(the "Lands")

**ROYAL BANK OF CANADA** (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA2537532 and CA2537533, respectively ("the Bank Charges").

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

**ROYAL BANK OF CANADA**

by its authorized signatory(ies):

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

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



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** February 18, 2013  
**From:** Cathryn Volkering Carlile **File:**  
General Manager, Community Services  
**Re:** Child Care Operator Selection for "The Gardens" Child Care Facility

### Staff Recommendation

That the Society of Richmond Children's Centres be approved as the child care operator for the City-owned child care facility to be constructed at 10640 No. 5 Road (PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West NWD Plan EPP12978), adjacent to "The Gardens" development, subject to the Society entering into a lease for the facility satisfactory to the City.

Cathryn Volkering Carlile  
General Manager, Community Services

| REPORT CONCURRENCE  |   |                                       |                      |
|---|---|---------------------------------------|----------------------|
| <b>ROUTED TO:</b>   | <b>CONCURRENCE</b>  | <b>CONCURRENCE OF GENERAL MANAGER</b> |                      |
| Financial Services/Purchasing<br>Project Development<br>Law | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> |                                       |                      |
| <b>REVIEWED BY DIRECTORS</b>                                | <b>INITIALS:</b><br>  | <b>REVIEWED BY CAO</b>                | <b>INITIALS:</b><br> |

## **Staff Report**

### **Origin**

The purpose of this report is to seek Council's appointment of a child care Operator for "The Gardens" child care facility, located at 10620 No. 5 Road. The provision of this facility was negotiated as part of a rezoning agreement with Townline Gardens Inc., approved on July 25, 2011.

### **Background**

A child care facility was negotiated as a community amenity to be constructed by Townline Gardens Inc., as part of a medium-density, mixed use residential and commercial development. The facility will provide an estimated 37 licensed child care spaces, with accompanying outdoor play areas, pick-up/drop-off area, parking and other uses that support the operation. The child care facility will be located on City-owned land adjacent to public park land, also negotiated by the City as part of rezoning requirements. The "Coeverden Castle" will be renovated along with an existing sales centre to create the child care facility.

The City is seeking to lease the future City-owned child care facility to a non-profit child care provider which will provide quality, affordable, accessible care that will include, but need not be limited to, spaces for children from birth to 6 years old. Townline Gardens Inc. would like to begin the design process for the child care facility. Given Operator involvement in the design process is desirable to ensure that the layout is well suited for the intended child care use, the City has undertaken a selection process.

On June 15, 2012, a Request for Expressions of Interest (RFEOI) was published on BC Bid and the City website. It was also sent to Child Care Licensing (Vancouver Coastal Health) and the Richmond Child Care Resource and Referral Centre for distribution to their networks. A closing date of September 14, 2012 provided thirteen weeks for submission preparation. While three Expressions of Interest (EOI) were received by the closing date, only two met the application requirements of being non-profit societies. Complete submissions are on file with the City's Purchasing Department.

A panel consisting of City staff plus a representative of the Child Care Development Advisory Committee participated in the selection process. The respondents' responses were assessed based on their understanding of the submission requirements, community context, operating vision, experience, proposed programming and human resource/financial capacity. The process involved completing an evaluation matrix of the submissions and conducting one follow-up interview.

### **Analysis**

Based on its assessment, the selection panel recommends the Society of Richmond Children's Centres (SRCC) as the child care provider for The Gardens facility. Key attributes of the Society include its philosophy, programming, operational practices, experience in planning and opening new facilities and history of providing quality care in Richmond. The SRCC is also further



enriching its capacity through a partnership with Hilltop Children's Centre, a well-known Seattle child care provider, to become a leader in Emergent Curriculum practice.

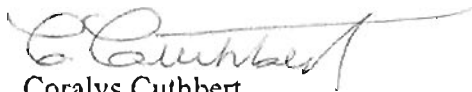
If the staff recommendation is endorsed, Real Estate Services will bring forward a report detailing property lease terms at a future date.

### **Financial Impact**

There is no financial impact at this time.

### **Conclusion**

Given the SRCC is a highly qualified child care provider, staff are recommending that the Society be endorsed as the child care operator of the future City-owned Gardens child care facility, subject to entering into a satisfactory lease agreement with both partners.



Coralys Cuthbert  
Child Care Coordinator  
(604-204-8621)





# City of Richmond

## Report to Committee Planning and Development Department

To: Planning Committee  
From: Wayne Craig  
Director of Development

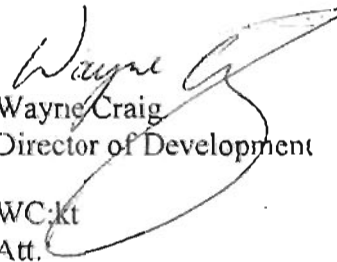
Date: January 11, 2013

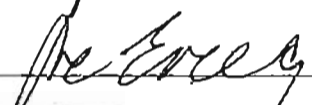
File: RZ 11-586988

Re: Application by Matthew Cheng Architect Inc. for Rezoning at 7175 and 7191 Moffatt Road from Medium Density Low Rise Apartments (RAM1) to High Density Townhouses (RTH1)

### Staff Recommendation

That Bylaw 9005, for the rezoning of 7175 and 7191 Moffatt Road from "Medium Density Low Rise Apartments (RAM1)" to "High Density Townhouses (RTH1)", be introduced and given first reading.

  
Wayne Craig  
Director of Development  
WC:kt  
Att.

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

## **Staff Report**

### **Origin**

Matthew Cheng Architect Inc. has applied to the City of Richmond for permission to rezone 7175 and 7191 Moffatt Road (**Attachment 1**) from Medium Density Low Rise Apartment (RAM1) to High Density Townhouses (RTH1) in order to permit the development of ten (10) three-storey townhouse units. A preliminary site plan and building elevations are contained in **Attachment 2**.

### **Findings of Fact**

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

### **Surrounding Development**

To the North/West: A multiple-family complex (townhouses and apartments) on a site zoned Medium Density Low Rise Apartment (RAM1).

To the East: Across Moffatt Road, Richmond High School on a site zoned School & Institutional Use (SI).

To the South: An 18-unit townhouse development on a lot zoned Medium Density Low Rise Apartment (RAM1).

### **Related Policies & Studies**

#### City Centre Area Plan

The subject property is located within the City Centre Area, Schedule 2.10 of the Official Community Plan (OCP). The site is within "Sub-Area B.1: Mixed Use – Low-Rise Residential & Limited Commercial" which is intended primarily for grade-oriented housing or equivalent in the form of higher-density townhouses (with common parking structures) or lower-density conventional and stacked townhouses (with individual garages). The preliminary design of the proposal complies with the Sub-Area B.1 Guidelines in terms of land use, density, and overall neighbourhood character. Further consideration of the Development Guidelines will take place at the Development Permit stage of the process.

#### Floodplain Management Implementation Strategy

The applicant is required to comply with the Flood Plain Designation and Protection Bylaw (No. 8204). The site is located within an area where the minimum habitable elevation is 2.9 m geodetic; however, there are provisions to permit habitable space, provided it is located a minimum of 0.3 m above the highest level of the crown of any road that is adjacent to the parcel.

### Affordable Housing Strategy

The applicant proposes to make a cash contribution to the affordable housing reserve fund in accordance to the City's Affordable Housing Strategy. As the proposal is for townhouses, the applicant is making a cash contribution of \$2.00 per buildable square foot as per the Strategy; making the payable contribution amount of \$36,121.72.

### Public Art

The applicant has agreed to provide a voluntary contribution in the amount of \$0.75 per square foot of developable area for the development to the City's Public Art fund. The amount of the contribution would be \$9,795.64.

### **Public Input**

The applicant has forwarded confirmation that a development sign has been posted on the site. Staff did not receive any telephone calls or written correspondence expressing concerns in association with the subject application.

### **Staff Comments**

#### Tree Retention and Replacement

A Tree Survey and a Certified Arborist's Report were submitted in support of the application. All eight (8) trees located on site are in poor condition - either dead, dying (sparse canopy foliage), have been previously topped or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be replaced.

Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 16 replacement trees are required. Size of replacement trees and landscape design will be reviewed in detail at Development Permit stage.

The applicant has committed to the protection of 19 trees located on the adjacent properties to the north and west. Tree protection fencing on-site will be required prior to any construction activities, including building demolition, occurring on-site. A Tree Management Plan is attached (**Attachment 4**).

#### Site Servicing & Frontage Improvements

An independent review of servicing requirements (water) has concluded no upgrades are required to support the proposed development.

No other servicing concerns have been identified through the technical review. Prior to final adoption, the developer is required to consolidate the two (2) lots into one (1) development parcel. No frontage beautification upgrades are warranted as Moffatt Road is already developed.

Removal of the existing sidewalk crossings and reinstatement of the sidewalk will be done through a City Works Order at the developer's cost prior to issuance of a Building Permit.

#### Public Safety

The house at 7191 Moffatt Road is currently vacant; since this lot has become a dumping site the developer has installed construction fence around this property to prevent trespassing and dumping. The house at 7175 Moffatt Road is currently occupied; the developer agrees to install construction fence around the site once the current residents vacate the dwelling and to maintain the construction fence until Building Permit is issued.

#### Indoor Amenity Space

The applicant is proposing a contribution in-lieu of on-site indoor amenity space in the amount of \$10,000 as per the Official Community Plan (OCP) and Council policy.

#### Outdoor Amenity Space

Outdoor amenity space will be provided on-site and is adequately sized based on Official Community Plan (OCP) guidelines. The design of the children's play area and landscape details will be refined as part of the Development Permit application.

#### **Analysis**

##### High Density Townhouses (RTH1)

The site is currently zoned Medium Density Low Rise Apartment (RAM1) which permits townhouse development at a maximum density of 0.6 FAR on the subject site. In order to develop the site in accordance to the City Centre Area Plan (which allows a density up to 0.75 FAR on the subject site) a rezoning to the High Density Townhouses (RTH1) zone is required.

##### OCP and CCAP Compliance

The proposal to develop townhouses is consistent with the objectives of the City Centre Area Plan – Sub-Area B.1 in terms of land use and character. The site plan identifies the unit location and configuration of the internal drive aisle, as well as the location of the outdoor amenity space for the complex. The unit design includes a layout to accommodate conversion for wheelchair access. The Development Permit application will provide more information and detail regarding the form and character of the proposal in addition to the landscaping and design of the outdoor amenity area.

##### Design Review and Future Development Permit Considerations

Guidelines for the issuance of Development Permits for multiple-family projects are contained in Schedule 1 of Bylaw 9000 (Section 14.0 Development Permit Guidelines), and in Schedule 2.10 of Bylaw 7100 – City Centre Area Plan (Section 3). The rezoning conditions will not be considered satisfied until a Development Permit application is processed to a satisfactory level. In association with the Development Permit, the following issues are to be further examined:

- Site grade to ensure the survival of protected trees on adjacent properties.
- Building form and architectural character.
- Location and design of the convertible unit and other accessibility features.
- Adequate private outdoor space in each unit and the relationship between the first habitable level and the private outdoor space.
- Opportunity to enlarge the outdoor amenity space or provide an additional visitor parking space on site.
- Landscaping design and enhancement of the outdoor amenity area to maximize use.
- Opportunities to maximize permeable surface areas and articulate hard surface treatment.

**Financial Impact or Economic Impact**

None.

**Conclusion**

The proposal to develop townhouses is consistent with the objectives of the City Centre Area Plan – Sub-Area B.1 in terms of land use, character, and density. Overall, the project is attractive and a good fit with the neighbourhood. Further review of the project design will be required to ensure a high quality project, and will be completed as part of the future Development Permit process. On this basis, staff recommend that the proposed rezoning be approved.



*per* Edwin Lee  
Planning Technician - Design

EL:kt

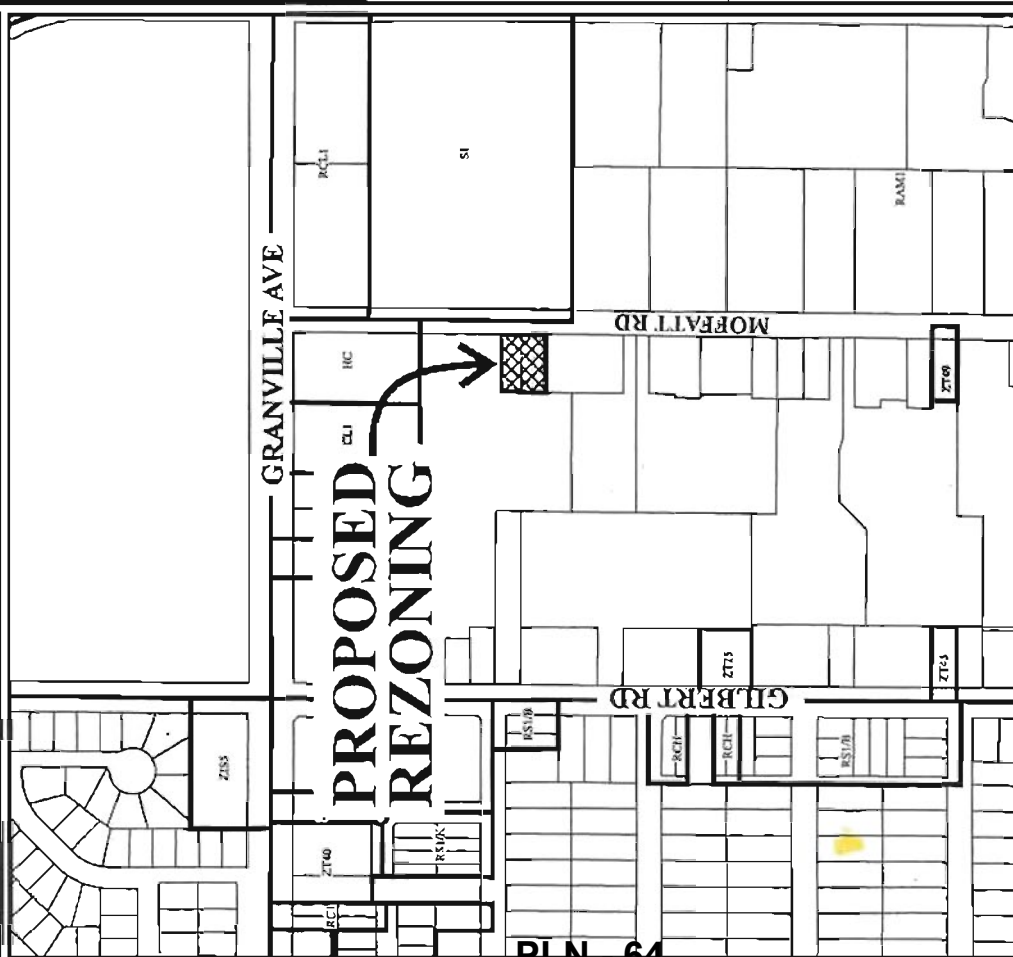
Attachment 1: Location Map  
Attachment 2: Conceptual Development Plans  
Attachment 3: Development Application Data Sheet  
Attachment 4: Tree Preservation Plan  
Attachment 5: Rezoning Considerations Concurrence

Note: Dimensions are in METRES

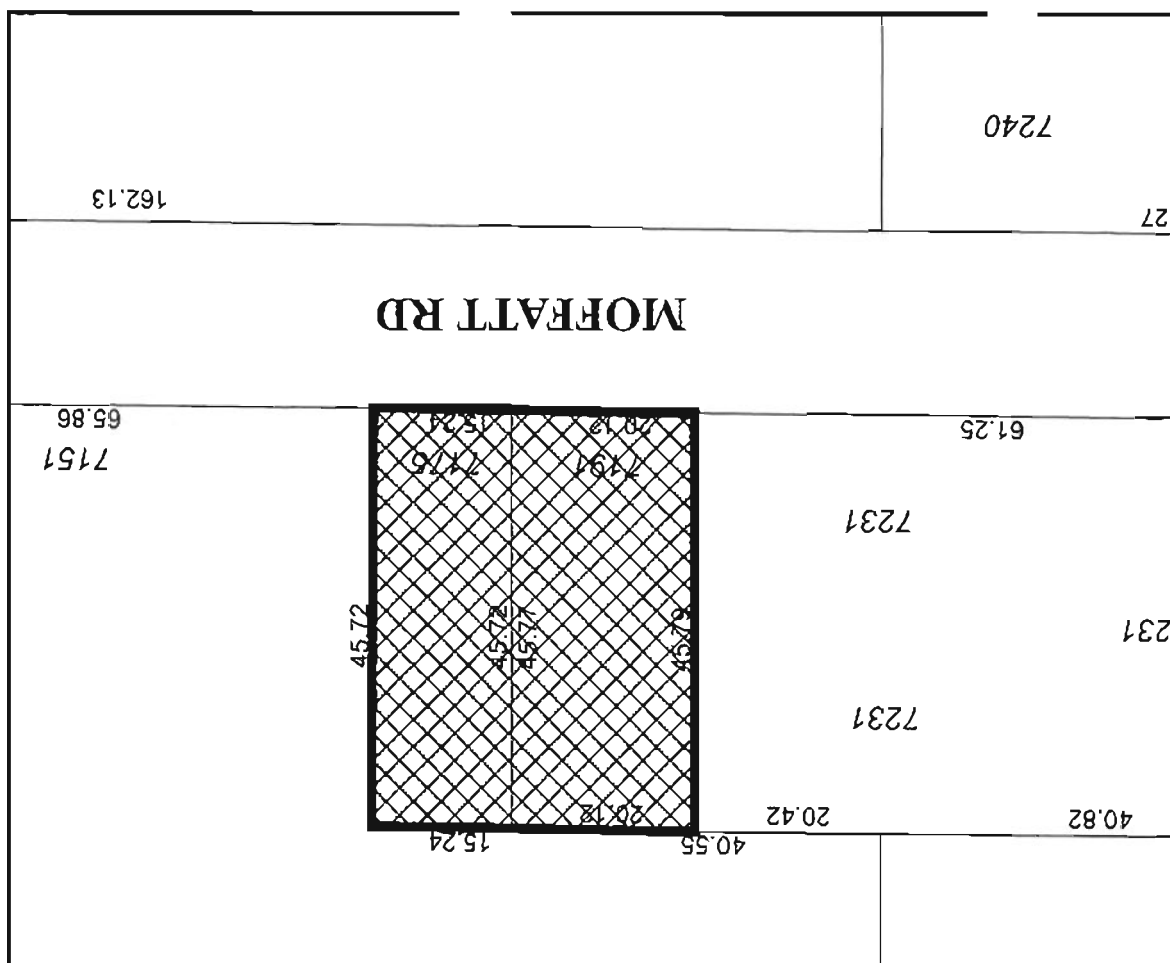
RZ 11-586988



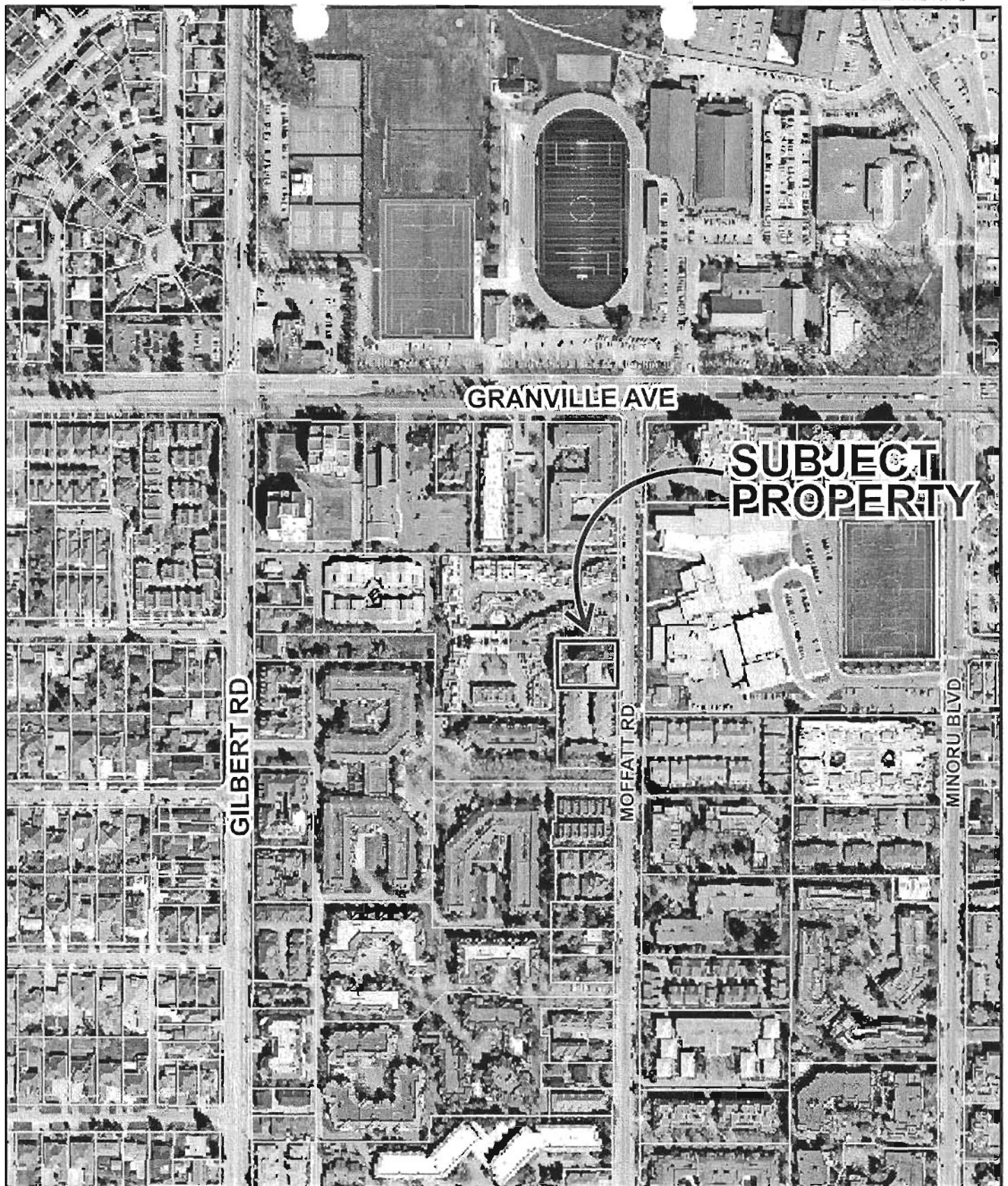
# City of Richmond



**PLN - 64**







RZ 11-586988

PLN - 65

Original Date: 08/30/11

Amended Date:

Note: Dimensions are in METRES



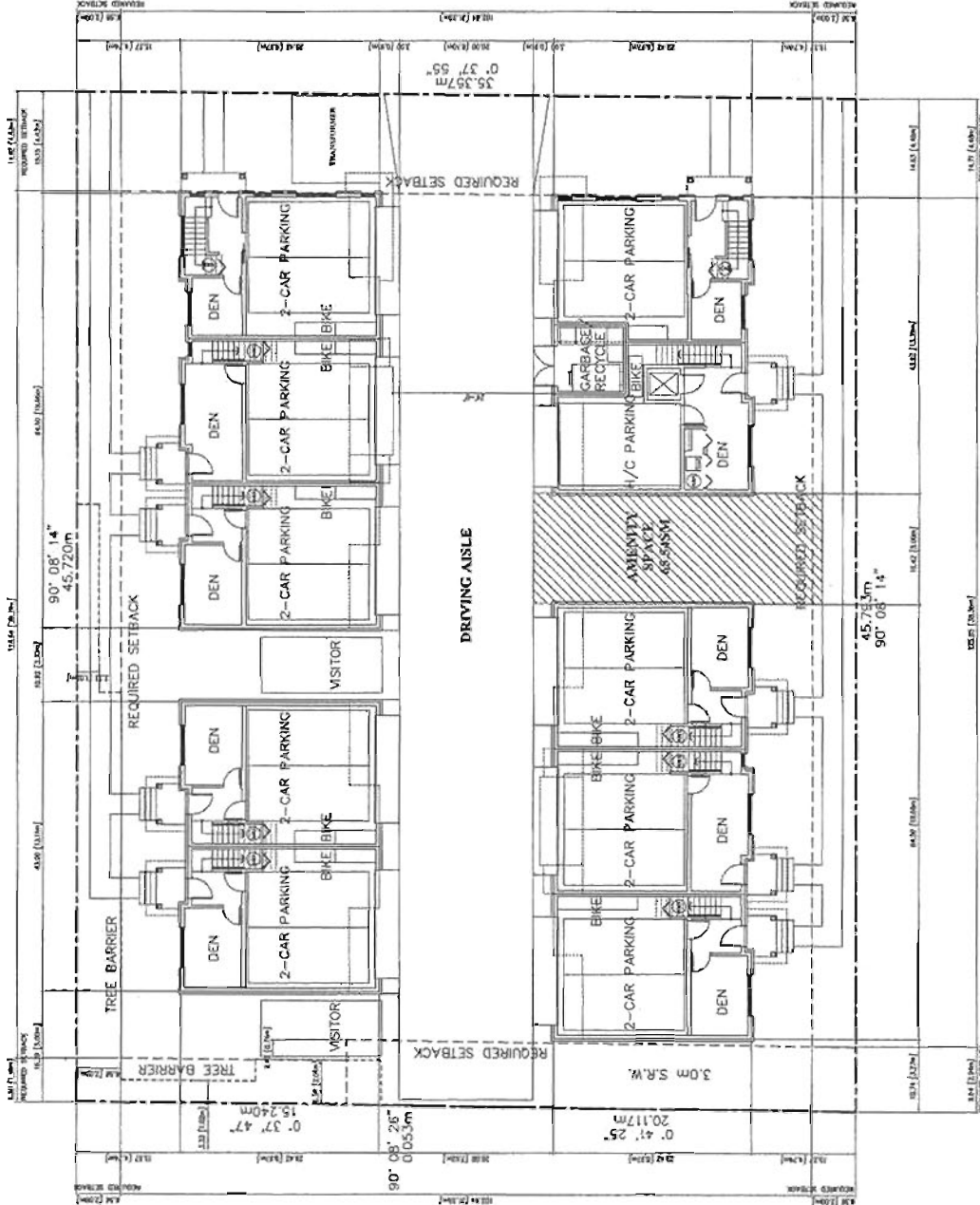
MATTHEW CHENG  
ARCHITECT INC.

1000 SHEPPARD AVENUE EAST  
SUITE 1000  
VICTORIA, B.C. V8W 2E1  
TEL: (250) 383-1111  
WWW.MATTHEWCHENGARCHITECT.COM

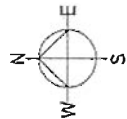
PROPOSED DEVELOPMENT: 10-UNIT TOWNHOUSE DEVELOPMENT  
SITE ADDRESS: 7775 & 7781 MOFFATT ROAD, RICHMOND, B.C.  
PROJECT NUMBER: D00  
DATE: 12/27/2017  
BY: MCH/2017/01/01

10-UNIT TOWNHOUSE DEVELOPMENT  
7775 & 7781 MOFFATT ROAD  
RICHMOND, B.C.

MOFFATT ROAD



SITE PLAN / GROUND FLOOR PLAN



|                            |                          |
|----------------------------|--------------------------|
| PROPOSED:                  |                          |
| SITE AREA:                 | 17414.48 SF (1616.75M)   |
| LAND USES:                 | TOWNHOUSE                |
| OCIP DESIGNATION:          | NO CHANGE                |
| ZONING:                    | RTH                      |
| NUMBER OF UNITS:           | 10                       |
| PROPOSED:                  |                          |
| FLOOR AREA RATIO:          | 0.749 (13054.84 SF)      |
| LOT COVERAGE:              | 0.396 (6909.35F)         |
| SETBACK-FRONT YARD:        | 14.84' (4.52m)           |
| SETBACK-SIDE YARD: (NORTH) | 14.98' (4.57m)           |
| SETBACK-SIDE YARD: (SOUTH) | 14.98' (4.57m)           |
| SETBACK-REAR YARD:         | 9.88' (3.01m)            |
| HEIGHT: (m)                | 34.13' (10.40m) 3 STOREY |
| LOT SIZE:                  | 17414.48 SF (1616.75M)   |
| OFF-STREET PARKING         | 19 AND 2 (INCL 1 H/C)    |
| RESIDENTIAL/COMMERCIAL:    | 0                        |
| ACCESSIBLE:                | 21                       |
| OFF-STREET PARKING TOTAL:  | NONE                     |
| TANDEM PARKING SPACES:     | CASH-IN-LIEU             |
| INDOOR AMENITY SPACE:      | 705.54 SF (65.54 SM)     |
| OUTDOOR AMENITY SPACE:     |                          |



For 2012, visit [DNADIP.AUGUSTINE](http://DNADIP.AUGUSTINE)  
[DNADIP@augustinetx.net](mailto:DNADIP@augustinetx.net) or call 281.389.3469  
[augustine-tx.com/tx/tx.asp?item=73113008](http://augustine-tx.com/tx/tx.asp?item=73113008)  
[info@augustinetx.net](mailto:info@augustinetx.net) (toll-free number is 800.441.4444)

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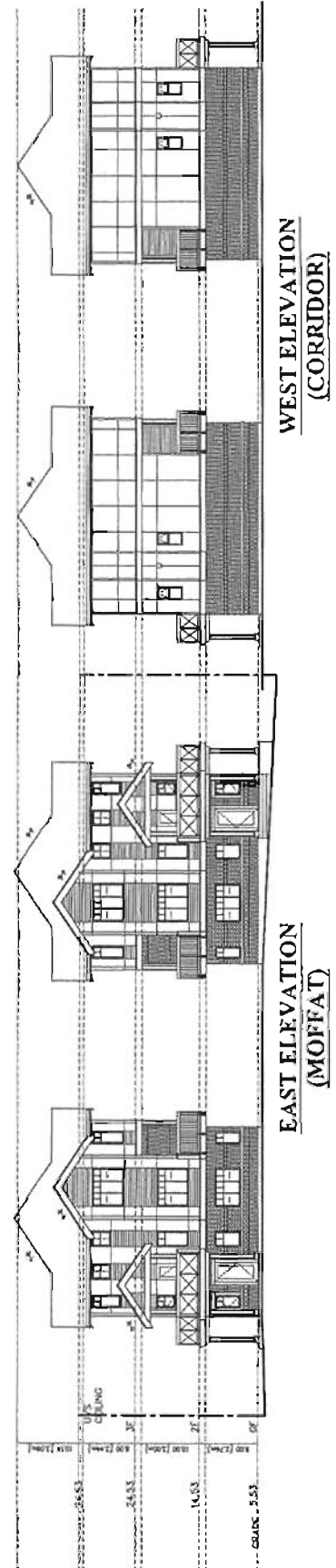
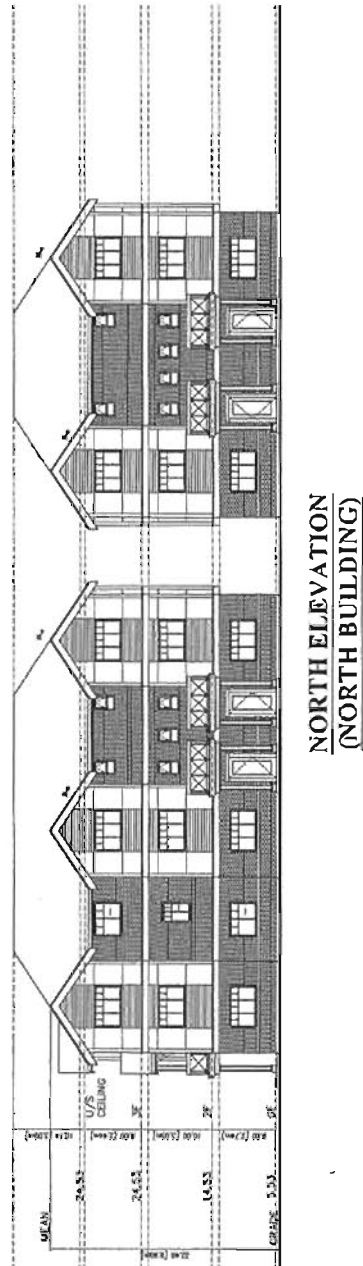
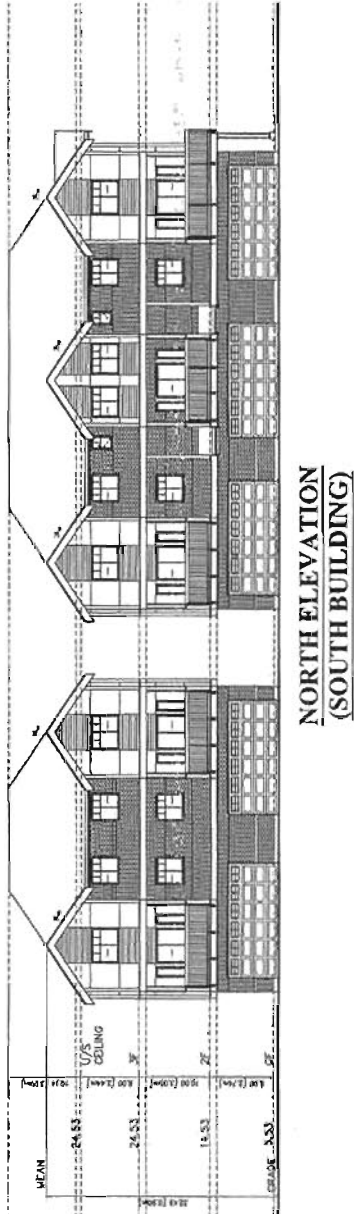
| Ms. Date    | Revisions   |
|-------------|-------------|
| 01 10/08/16 | ADD REVIEW  |
| 02 02/27/17 | ADD REVIEW  |
| 03 04/05/17 | ADD REVIEW  |
| 04 10/05/17 | INT COMMENT |
| 05 12/12/17 | INT COMMENT |

Project Title  
10-UNIT TOWNHOUSE  
DEVELOPMENT  
7175 & 7191  
MORTGATT ROAD  
RICHMOND, B.C.

Sheet Title  
ELEVATIONS

|   |
|---|
| <p> <math>\rho</math> (g/cm<sup>3</sup>)<br/>             8.5<br/>             Overall<br/>             MC<br/>             Section<br/> <math>1/2^{\circ}</math> = <math>1^{\circ}-0^{\circ}</math><br/>             Product: 1000000           </p> |
|---|

|                              |                  |
|------------------------------|------------------|
| Revision Date:<br>2/23/02/03 | Drawn By:<br>D04 |
| Print Date:<br>2/23/02/03    |                  |





MATTHEW CHUENG  
ARCHITECT INC.

1000 SHEPPARD AVENUE EAST  
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TEL: 250-383-1111  
WWW.MATTHEWCHUENG.COM

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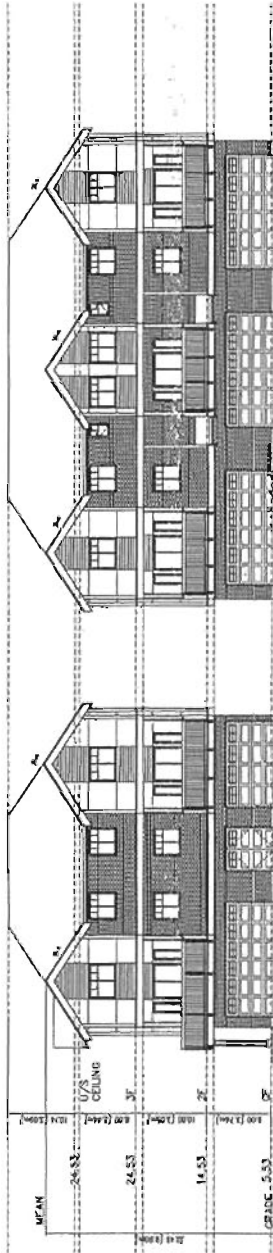
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Project Title  
10-UNIT TOWNHOUSE  
DEVELOPMENT  
7175 & 7191  
MOFFATT ROAD  
RICHMOND, B.C.

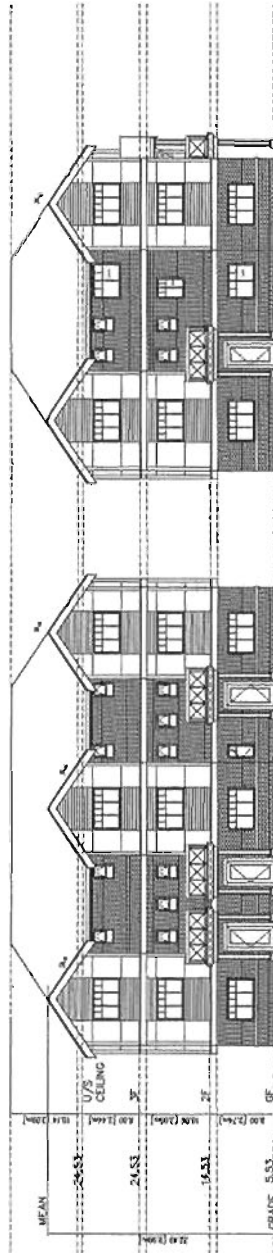
Sheet Title  
ELEVATIONS

Project Number  
10-UNIT TOWNHOUSE  
DEVELOPMENT  
7175 & 7191  
MOFFATT ROAD  
RICHMOND, B.C.

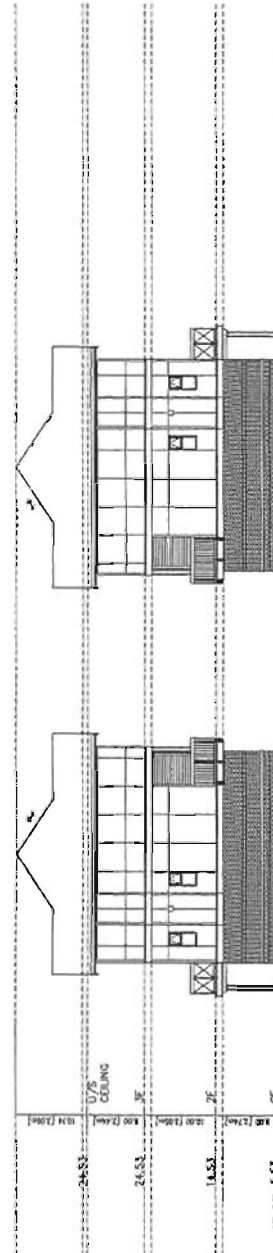
Revision  
D05



**NORTH ELEVATION  
(SOUTH BUILDING)**



**SOUTH ELEVATION  
(SOUTH BUILDING)**



**WEST ELEVATION**



**RZ 11-586988**

**Attachment 3**

Address: 7175 and 7191 Moffatt Road

Applicant: Matthew Cheng Architect Inc.

Planning Area(s): City Centre Area Plan (Schedule 2.10) ~ Sub-Area B.1

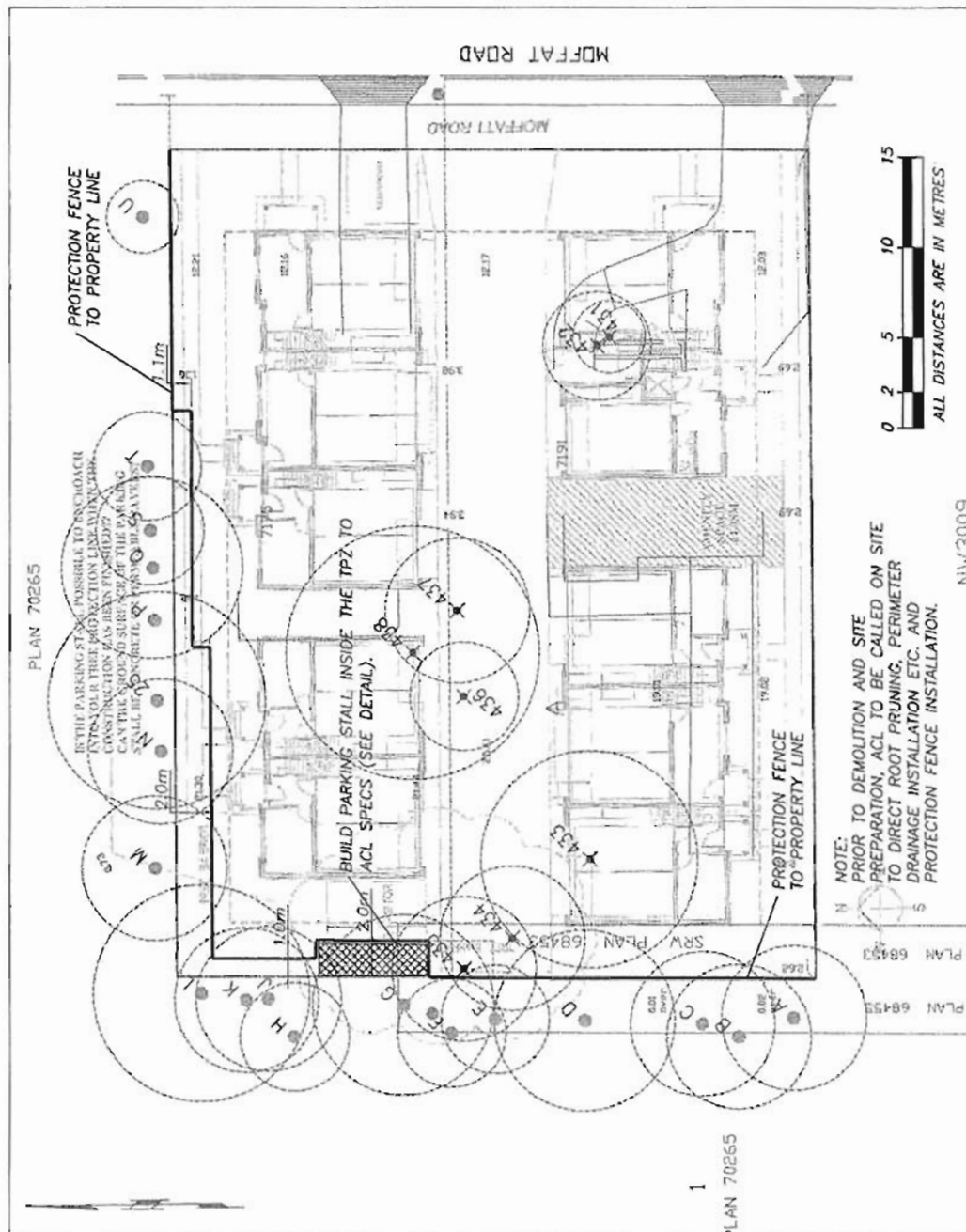
|                              | Existing                                    | Proposed                          |
|------------------------------|---|-----------------------------------|
| Owner:                       | L & G Development Ltd.<br>and Ming Nan Li   | To be determined                  |
| Site Size (m <sup>2</sup> ): | 1,616.7 m <sup>2</sup>                      | No Change                         |
| Land Uses:                   | Single-Family Residential                   | Multiple-Family Residential       |
| OCP Designation:             | Neighbourhood Residential                   | No Change                         |
| Area Plan Designation:       | General Urban (T4)                          | No Change                         |
| 702 Policy Designation:      | N/A   | No Change                         |
| Zoning:                      | Medium Density Low Rise<br>Apartment (RAM1) | High Density Townhouses<br>(RTH1) |
| Number of Units:             | 2   | 10                                |
| Other Designations:          | N/A   | No Change                         |

| On Future<br>Subdivided Lots                                  | Bylaw Requirement                                     | Proposed   | Variance       |
|---|---|--|----------------|
| Floor Area Ratio:   | Max. 0.75   | 0.75   | none permitted |
| Lot Coverage – Building:                                      | Max. 45%  | 45% Max.   | none           |
| Lot Coverage –<br>Non-porous surfaces:                        | Max. 70%  | 70% Max.   | none           |
| Lot Coverage – Landscaping with<br>live plant material:       | Min. 20%  | 20% Min.   | none           |
| Setback – Front Yard (m):                                     | Min. 4.5 m  | 4.50 m   | none           |
| Setback – North Side Yard (m):                                | Min. 2.0 m  | 4.74 m   | none           |
| Setback – South Side Yard (m):                                | Min. 2.0 m  | 4.74 m   | none           |
| Setback –Rear Yard (m):                                       | Min. 2.0 m  | 2.0 m Min.   | none           |
| Height (m):   | 12.0 m (3-storeys)                                    | 12.0 m (3-storeys) Max.                                    | none           |
| Lot Size (min. dimensions):                                   | 600 m <sup>2</sup><br>(min. 20 m wide<br>x 30 m deep) | 1,616.7 m <sup>2</sup><br>(35.35 m wide<br>x 45.79 m deep) | none           |
| Off-street Parking Spaces –<br>Residential (R) / Visitor (V): | 1.4 (R) and 0.2 (V)<br>per unit                       | 1.9 (R) and 0.2 (V)<br>per unit                            | none           |

| On Future Subdivided Lots          | Bylaw Requirement                                       | Proposed               | Variance |
|------------------------------------|---|------------------------|----------|
| Off-street Parking Spaces – Total: | 16  | 21                     | none     |
| Tandem Parking Spaces:             | not permitted   | 0                      | none     |
| Amenity Space – Indoor:            | Min. 70 m <sup>2</sup> or Cash-in-lieu                  | \$10,000 cash-in-lieu  | none     |
| Amenity Space – Outdoor:           | Min. 6 m <sup>2</sup> x 10 units<br>= 60 m <sup>2</sup> | 65 m <sup>2</sup> Min. | none     |

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





Scale 1:250

<sup>1</sup> The data is based on a questionnaire and two business letters received by the author from the Ontario Land Transfer Board (OLTB) and the Ontario Ministry of the Environment (OME). The OLTB is responsible for the registration of land transfers in Ontario. The OME is responsible for the regulation of land use in Ontario. The data is based on the information provided by the OLTB and the OME.

LEGEND - TREE RETENTION

@ denotes EMAN tree to be **RETAINED**.  
 X denotes EMAN tree to be **REMOVED**.  
 — denotes TREE PROTECTION FENCE to be installed to Time Retention And (TRA) limits.

## FREE RETENTION DRAWING

carlove@uic.edu

ARBORTECH  
CONSULTING

**CONSULTING**  
A DIVISION OF:  
SUITE 200 - 3740 CHATHAM STREET, RICHMOND, BC CANADA

| L&G DEVELOPMENT - MCAI        |             |             |             |
|-------------------------------|-------------|-------------|-------------|
| 7151/7191 MOFFATT RD RICHMOND |             |             |             |
| ACL FILE                      | DATE        | REV DATE    | REV # SHEET |
| 11223                         | 13 JUL 2012 | 05 DEC 2012 | 1 OF 1      |

1

DATE \_\_\_\_\_

1

13 JUL 2011

—

ATTACHMENT 4



Address: 7175 and 7191 Moffatt Road

File No.: RZ11-586988

**Prior to final adoption of Zoning Amendment Bylaw 9005 , the developer is required to complete the following:**

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. Registration of a flood indemnity covenant on title.
3. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$36,121.72) to the City's affordable housing fund.
4. City acceptance of the developer's offer to voluntarily contribute \$0.75 per buildable square foot (e.g. \$9,795.64) to the City's public art fund.
5. Submission of cash-in-lieu for the provision of dedicated indoor amenity space in the amount of \$10,000.
6. Installation of construction fence to enclose the entire development site should the house at 7175 Moffatt Road become vacant prior to demolition and building permits are issued. The construction fence must be retained and maintained on site until the building permit for the proposed townhouse development is issued.
7. The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development.

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

1. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.

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

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

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Removal of the existing sidewalk crossing and reinstatement of the sidewalk to be done at the developer's sole cost via City Work Order.
4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.



**Note:**

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

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

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

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

[signed original on file]

---

Signed

---

Date



Richmond Zoning Bylaw 8500  
Amendment Bylaw 9005 (RZ 11-586988)  
7175 and 7191 Moffatt 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 **HIGH DENSITY TOWNHOUSES (RTH1)**.

P.I.D. 003-303-110

Lot 66 Section 17 Block 4 North Range 6 West New Westminster District Plan 49608

P.I.D. 003-766-756

Lot 135 Section 17 Block 4 North Range 6 West New Westminster District Plan 66497

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9005**”.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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

|  |
|--|
| CITY OF<br>RICHMOND                                  |
| APPROVED<br>by<br><i>HB</i>                          |
| APPROVED<br>by Director<br>or Solicitor<br><i>HL</i> |