



**Planning Committee
Electronic Meeting**

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

**Wednesday, May 21, 2025
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on April 23, 2025.*



NEXT COMMITTEE MEETING DATE

June 3, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

- 1. APPLICATION BY SIAN ENTERPRISES LTD FOR REZONING AT 9620, 9640, 9660 AND 9700 ALBERTA ROAD FROM “SMALL-SCALE MULTI-UNIT HOUSING (RSM/XL)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM3)” ZONE**
(File Ref. No. RZ 18-829606) (REDMS No. 8023770)

PLN-7

See Page PLN-7 for full report

Designated Speakers: Kevin Eng and Joshua Reis

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10671, for the rezoning of 9620, 9640, 9660 and 9700 Alberta Road from “Small-Scale Multi-Unit Housing (RSM/XL)” zone to “Medium Density Townhouses (RTM3)” zone, be introduced and given first, second and third reading.



2. **EARLY COUNCIL REVIEW PROCESS - OFFICIAL COMMUNITY PLAN AMENDMENT AND REZONING APPLICATION AT 13131, 13111, 13031, 12931 AND 12771 NO. 2 ROAD**

(File Ref. No. RZ 25-009451) (REDMS No. 8044593)

PLN-38

[See Page PLN-38 for full report](#)

Designated Speakers: Kevin Eng and Joshua Reis

STAFF RECOMMENDATION

That the proposed Official Community Plan (OCP) amendment be considered concurrently with the rezoning application, and that staff work with the applicant to consider the comments provided by Council as part of the comprehensive and technical review of the rezoning application.



3. **HOUSING AGREEMENT (MARKET RENTAL HOUSING) (3420 KETCHESON COURT) BYLAW NO. 10672 TO PERMIT THE CITY OF RICHMOND TO SECURE MARKET RENTAL UNITS AT 3420 KETCHESON COURT**

(File Ref. No. 08-4057-05) (REDMS No. 8021404)

PLN-86

[See Page PLN-86 for full report](#)

Designated Speakers: Sara Badyal and Joshua Reis

STAFF RECOMMENDATION

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 18-836123.



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ITEM

4. **APPOINTMENT OF APPROVING OFFICER**

(File Ref. No. 01-0172-02) (REDMS No. 8045614)

PLN-112

See Page PLN-112 for full report

Designated Speakers: Andrew Norton & Joshua Reis

STAFF RECOMMENDATION

That Andrew Norton, Manager, Development – West, be appointed as an Approving Officer in accordance with Section 77 of the Land Title Act.

☐

5. **MANAGER'S REPORT**

ADJOURNMENT

☐



Planning Committee

Date: Wednesday, April 23, 2025

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Carol Day
Councillor Andy Hobbs

Absent: Councillor Chak Au

Also Present: Councillor Kash Heed (by teleconference)
Councillor Michael Wolfe

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 April 8, 2025, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY PANATCH GROUP FOR REZONING AT 9000 NO. 3 ROAD FROM THE "GAS & SERVICE STATIONS (CG1)" ZONE TO THE "COMMERCIAL MIXED USE (ZMU61) – NO. 3 ROAD AND FRANCIS ROAD (BROADMOOR)" ZONE**
(File Ref. No. RZ 23-033712) (REDMS No. 7927720)

Staff provided a summary of the proposed development and highlighted the following:

- a five-storey mixed use building containing commercial uses on the ground floor and 100% rental apartment housing above;

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- of the 64 rental housing units proposed, seven units will be moderate market rental units, secured with a housing agreement and housing covenant which will include rental rate and household income restrictions;
- the commercial floor area will be approximately 558 m², with the residential rental housing and common floor area totalling approximately 3,965 m²;
- approximately 44% of all units are designed with two or more bedrooms, suitable for families; and
- should Committee and Council endorse the proposal, additional design development will be undertaken as part of the Development Permit application review process.

In response to queries from the Committee, staff noted that (i) as the units proposed are 100% rental, this project is given priority review, with staff working closely with applicants to ensure the proposal moves forward as quickly as possible, (ii) staff confirmed with the Richmond School District #38 that this project will not pose a major concern with respect to available capacity at the schools within the catchment; and (ii) there is a sanitary sewer on the east side of the site which limits the ability for new tree planting in that area, therefore the new trees are proposed along the south site of the site.

It was moved and seconded

- (1) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10655, to change the land use designation of 9000 No. 3 Road from “Commercial” to “Limited Mixed Use” in Attachment 1 to Schedule 1 of Richmond Official Community Plan Bylaw 9000 (City of Richmond 2041 OCP Land Use Map), be introduced and given first reading;*
- (2) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10663, to amend the definition of the “Limited Mixed Use” land use map designation in Schedule 1 of Richmond Official Community Plan Bylaw 9000 to clarify that the residential use is intended to include purpose-built rental housing, be introduced and given first reading;*
- (3) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10655 and 10663, having both been considered in conjunction with:*
 - (a) *The City’s Financial Plan and Capital Program; and*
 - (b) *The Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans**are hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;*

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- (4) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10655 and 10663, having both been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, are hereby found not to require further consultation; and*
- (5) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10656 to create the “Commercial Mixed Use (ZMU61) – No. 3 Road and Francis Road (Broadmoor)” zone, and to rezone 9000 No. 3 Road from the “Gas & Service Stations (CGI)” zone to the “Commercial Mixed Use (ZMU61) – No. 3 Road and Francis Road (Broadmoor)” zone be introduced and given first reading.*

CARRIED

2. MANAGER’S REPORT

None.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:11 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, April 23, 2025.

Councillor Bill McNulty
Chair

Lorraine Anderson
Legislative Services Associate



To: Planning Committee
From: Joshua Reis
Director, Development

Date: May 5, 2025
File: RZ 18-829606

Re: Application by Sian Enterprises Ltd for Rezoning at 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Unit Housing (RSM/XL)" Zone to "Medium Density Townhouses (RTM3)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10671, for the rezoning of 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Unit Housing (RSM/XL)" zone to "Medium Density Townhouses (RTM3)" zone, be introduced and given first, second and third reading.

Joshua Reis, MCIP, RPP, AICP
Director, Development
(604-247-4625)

JR:ke
Att. 6

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

Staff Report

Origin

Sian Enterprises Ltd (Directors: Resham Sian, Gurjinder Sian, Harinder Sian) has applied to the City of Richmond for permission to rezone 9620, 9640, 9660 and 9700 Alberta Road (Attachment 1) from “Small-Scale Multi-Family Housing (RSM/XL)” zone to “Medium Density Townhouses (RTM3)” zone to permit development of a 29-unit townhouse project. Vehicle access is proposed from Alberta Road. A preliminary site plan, building elevations and landscape plan are contained in Attachment 2.

A Servicing Agreement will be required prior to rezoning bylaw adoption for this development to complete frontage improvements along the north edge of the subject site. Servicing and infrastructure upgrades are also required along Alberta Road.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject development site consists of 4 lots, each containing a single-family dwelling. All dwelling units are currently tenanted. None of the existing dwelling units contains secondary suites. The applicant is committed to providing notice in keeping with the Residential Tenancy Act. All existing dwellings are proposed to be demolished.

Surrounding Development

Development immediately surrounding the site is as follows:

To the North: Multi-family complexes fronting Alberta Road on lots zoned “High-Density Townhouses (RTH1)”, “Medium Density Townhouses (RTM2)” and “Low Density Townhouses (RTL4)” and a single-family dwelling fronting Alberta Road on a lot zoned “Small-Scale Multi-Unit Housing (RSM/XL)”.

To the South: Existing school playing field and parking area on a site zoned “School & Institutional Use (SI)”.

To the East: A multi-family townhouse project on a site zoned “Medium Density Townhouses (RTM3)”.

To the West: A multi-family townhouse project on a site zoned “Medium Density Townhouses (RTM3)”.

Related Policies & Studies

Official Community Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”, which includes a range of residential land uses that include single-family, two-family and multiple-family housing. The subject redevelopment proposal for low-density multi-family townhousing complies with the OCP Land Use Designation.

City Centre Area Plan – McLennan North Sub Area Plan

The subject site is located in the McLennan North Sub-Area Plan of the City Centre Area Plan (CCAP) and designates the subject site as “Residential Area 3” which identifies a base density of 0.65 FAR and Two-Family Dwelling and two and three Townhouses (Attachment 4). The subject development proposal is generally consistent with this land use designation.

The proposed “Medium Density Townhouses (RTM3)” zoning provides for a maximum density of 0.7 Floor Area Ratio (FAR). The additional density of 0.05 FAR (above the base density of 0.65 FAR) is supported in the McLennan North Sub Area Plan, as this project is providing affordable housing and market rental housing in the form of a Cash-in-Lieu (CIL) contribution consistent with Richmond’s Affordable Housing Strategy and OCP Market Rental Policy as outlined in the forthcoming sections of this report.

Registration of a legal agreement on Title is required before final adoption of the rezoning bylaw, stipulating that the residential development is subject to potential impacts due to other developments that may be approved within the City Centre and requiring that this information be provided through signage in the sales centre and through the disclosure statement to all initial purchasers.

As the proposed rezoning is within the CCAP, this proposal is subject to a community planning implementation strategy contribution for future community planning initiatives. The applicant proposed to make a cash contribution at the current rate of \$0.36 per buildable square foot, for a total contribution of \$14,387.00 prior to final adoption of the rezoning bylaw.

Aircraft Noise Sensitive Development Policy

The subject site is located within the Aircraft Noise Sensitive Development (ANSD) Policy “Area 4”. All aircraft noise-sensitive uses may be considered in this area, in accordance with the ANSD policies contained in the OCP.

There is an existing ANSD covenant on Title of the sites located at 9620 Alberta Road (BX401991), 9640 Alberta Road (BX401993) and 9660 Alberta Road (BX401992) that will be discharged and replaced with a current ANSD covenant. Registration of a new aircraft noise sensitive use covenant on Title of the consolidated development site is required prior to final adoption of the rezoning bylaw to acknowledge that the subject lands are located within an aircraft noise sensitive area and that appropriate building design measures are incorporated to mitigate against aircraft noise.

Floodplain Management Implementation Strategy

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

Public Consultation

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

The province granted Royal Assent to Bill 44, Housing Statutes (Residential Development) Amendment Act, 2023, which came into force on December 7, 2023. Bill 44 prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning meets the conditions established in Bill 44 and is consistent with the OCP. Accordingly, City Council may not hold a Public Hearing on the proposed rezoning.

Analysis

Built Form and Architectural Character

The four lots are proposed to be consolidated into one site with a total site area of 5,304 sq. m (57,092 sq. ft.). A total of 29 townhouse units are proposed in two and three-storey townhouses. A driveway access from Alberta Road on the eastern half of the subject site is proposed providing vehicle access to the townhouse units.

The overall form of development is consistent with similar townhouse developments on the south side of Alberta Road to the immediate west and east of the subject site, which consists of townhouse units that front onto Alberta Road and contributes to a pedestrian friendly streetscape. Three storey units are provided along Alberta Road and along the west and east portions of the development site, which matches existing three storey townhouse units on neighbouring sites. Two storey units are situated on the rear (south) portion of the development site and provide for a suitable transition to the existing school field directly to the south.

Architectural detailing, roof forms and other external design elements have been developed to compliment existing multi-family projects in the surrounding area.

Housing Type and Tenure

The proposed development will consist of 29 townhouse units that will be strata titled. Consistent with OCP policy respecting townhouse and multiple family housing development projects, and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

Transportation and Site Access

A driveway from Alberta Road will provide access to internal driveways in the development proposal that will provide vehicle access and circulation to the townhouse unit parking and visitor parking stalls. The driveway access location has taken into account aligning with the existing driveway access to a different multi-family townhouse development on the north side of Alberta Road and adequate distance between a new pedestrian crosswalk across Alberta Road in front of the development site that will be completed as part of this redevelopment. This new pedestrian crosswalk provides an additional crossing where an existing north-south public pathway, that was secured as part of a different redevelopment, was implemented and provides additional pedestrian related infrastructure to facilitate movements across the road to the schools and parks located on the south side of Alberta Road. The proposed new pedestrian crosswalk is generally located in the middle of the subject development site.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses:

- 30 bylaw-sized trees (Tag# 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 829, 830, 831, 832, 833) on the subject property;
- 13 trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9, NV10, NV11, NV12, NV13, and NV14) on neighbouring properties; and
- Eight street trees (Tag# CO1, CO2, CO3, CO4, CO5, CO6, CO7 and CO8) located on City property.

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

- One tree located on site, specifically tag#559 (57 cm Grand fir) is in good condition and located at the southeast corner of the development site. This tree will be maintained with a tree protection zone established around the base of the tree in accordance with the Arborist's Report recommendations.
- 13 off-site trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9 NV10, NV11, NV12, NV13 and NV14) located on adjacent neighbouring property to the south are identified to be retained and protected. Tree protection in accordance with City of Richmond Tree Protection Information Bulletin Tree-03 and recommendations from the Arborist's Report is required.
- 27 trees located on site (Tag# 555, 556, 557, 558, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 829, 831, 832 and 833) are 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.

- Two on-site trees (Tag# 579, 830) are noted by the consulting arborist as being in fair health but conflict with the proposed development and should be replaced.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

City Parks Department staff have reviewed the eight trees located on City property (Alberta Road existing boulevard street trees) and have authorized the removal of three trees as these trees are in poor health or already dead. Compensation in the amount of \$2,304.00 is required to be provided for replacement plantings to be provided on City land as close as possible to the subject site is required for the removal of these three trees. A tree survival security in the amount of \$20,304.00 is required as security for the five trees to be retained.

Tree Replacement

The applicant wishes to remove 29 on-site trees (Trees Tag# 555, 556, 557, 558, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 829, 830, 831, 832, and 833). The 2:1 replacement ratio would require a total of 58 replacement trees. A preliminary landscape plan has been submitted to demonstrate that the redevelopment site can accommodate 53 replacement trees as part of the proposed townhouse redevelopment. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
53	8 cm	4 m

To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$3,840.00 to the City's Tree Compensation Fund in lieu of the remaining five trees that cannot be accommodated on the subject property after redevelopment.

Tree Protection

13 trees (Tag# NO2, NO3, NO4, NO5, NO6, NO7, NO8, NO9, NV10, NV11, NV12, NV13, and NV14) on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.

- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site and remain in place until construction and landscaping on-site is completed.

Public Art

In response to the City's Public Art Program, prior to bylaw adoption, the applicant will provide a voluntary cash contribution to the City's Public Art Reserve Fund at a rate of \$1.06 per sq. ft. (2025 rate) for a total amount of \$42,363.00.

Affordable Housing Strategy

The City's Affordable Housing Strategy (AHS) identified CIL contributions to the Affordable Housing Reserve Fund when considering rezoning applications with 60 or fewer dwelling units. The contributions are sought in lieu of built Low End Market Rental (LEMR) housing units. The rezoning proposal is for 29 townhouse units.

Consistent with the City's AHS and Richmond Zoning Bylaw 8500, the applicant proposes to submit a contribution of \$18.00 per sq. ft. of buildable area (for sites within the City Centre). For this proposal, the CIL contribution requirement is \$719,359.20 and is required to be provided prior to final adoption of the rezoning bylaw.

Market Rental Housing Policy

The City of Richmond's OCP establishes a policy framework for the provision of market rental housing. Smaller-scale projects, including townhouse developments greater than five units and less than 60 units are not required to provide purpose built market rental units so long as a CIL contribution is made to the City's Affordable Housing Reserve Fund. The CIL contribution amount for townhouse developments is \$3.09 per sq. ft. of buildable area. In accordance with the City's Market Rental Housing Policy, the CIL contribution requirement is \$123,492.00 and is required to be provided prior to final adoption of the rezoning bylaw.

Amenity Space

A voluntary CIL contribution to the City's Recreation Facilities Reserve Fund in the total amount of \$90,041.00 (\$2,309.00 per dwelling unit for units 1-19 and \$4,617.00 per dwelling unit for units 20-29) in lieu of providing common indoor amenity space on-site.

An outdoor amenity area is provided for on-site in the proposed development and sized at 174 sq. m (1,873 sq. ft.), which complies with OCP minimum area requirements of 6 sq. m (65 sq. ft) per unit. Additional design, landscape and programming details will be provided through the Development Permit (DP) application process.

Energy Efficiency

Consistent with the City's Energy Step Code requirements, the consulting architect for the proposed development has confirmed that the applicable Energy Step Code performance target has been considered in the proposed design. The proposal is anticipated to achieve Step 3 of the Energy Step Code with EL-4.

Further details on how the proposal will meet this requirement will be reviewed further through the processing of the DP and Building Permit (BP) application review processes.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a City Servicing Agreement (SA) for the design and construction of the following, including but not limited to (Refer to Attachment 6):

- Frontage works consistent with the current standard applicable to the area that includes modification to widen the sidewalk to 2.0 m and maintain a 1.5 m wide grass and treed boulevard (existing driveway crossings along the subject development site's frontage to be closed and replaced with the updated frontage works).
- Install a new pedestrian crosswalk across Alberta Road in front of the development site that is aligned with the existing north-south public pathway located on the north side of Alberta Road with the design to include necessary curb bulges in accordance with City design specifications.
- Upgrade the sanitary sewer main along Alberta Road and install new service connections as required and cut & cap old service connections.

Development Permit

A DP processed to a satisfactory level is a requirement of rezoning approval. Through the DP application process, the following items will be examined and further refinements to the project may occur:

- Review in conjunction with applicable DP guidelines for multi-family projects contained in the OCP.
- Finalization of the landscape design to ensure appropriate plantings on-site to complement individual unit open spaces and the outdoor amenity area, increase permeability where possible in the drive-aisle areas and ensure a suitable number size and mix of deciduous and conifer replacement trees are provided in the proposal.
- Refine the architectural detailing of the townhouse building clusters to provide suitable differentiation and design articulation amongst all buildings that also provides for a cohesive design through the entire project.

- Additional design detailing of the outdoor amenity area to ensure appropriate programming and supporting installations are provided that are focussed on providing an active and vibrant area that will facilitate children's play and interaction.
- Finalization of a site grading plan to account for and address any grade transitions to neighbouring properties, the fronting sidewalk and the grading around any off-site or on-site trees that are being retained.

Financial Impact or Economic Impact

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

Conclusion

Sian Enterprises Ltd. has applied to the City of Richmond to rezone 9620, 9640, 9660 and 9700 Alberta Road from "Small-Scale Multi-Family Housing (RSM/XL)" zone to "Medium Density Townhouses (RTM3)" zone to permit development of a 29-unit townhouse project.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10671 be introduced and given first, second and third reading.



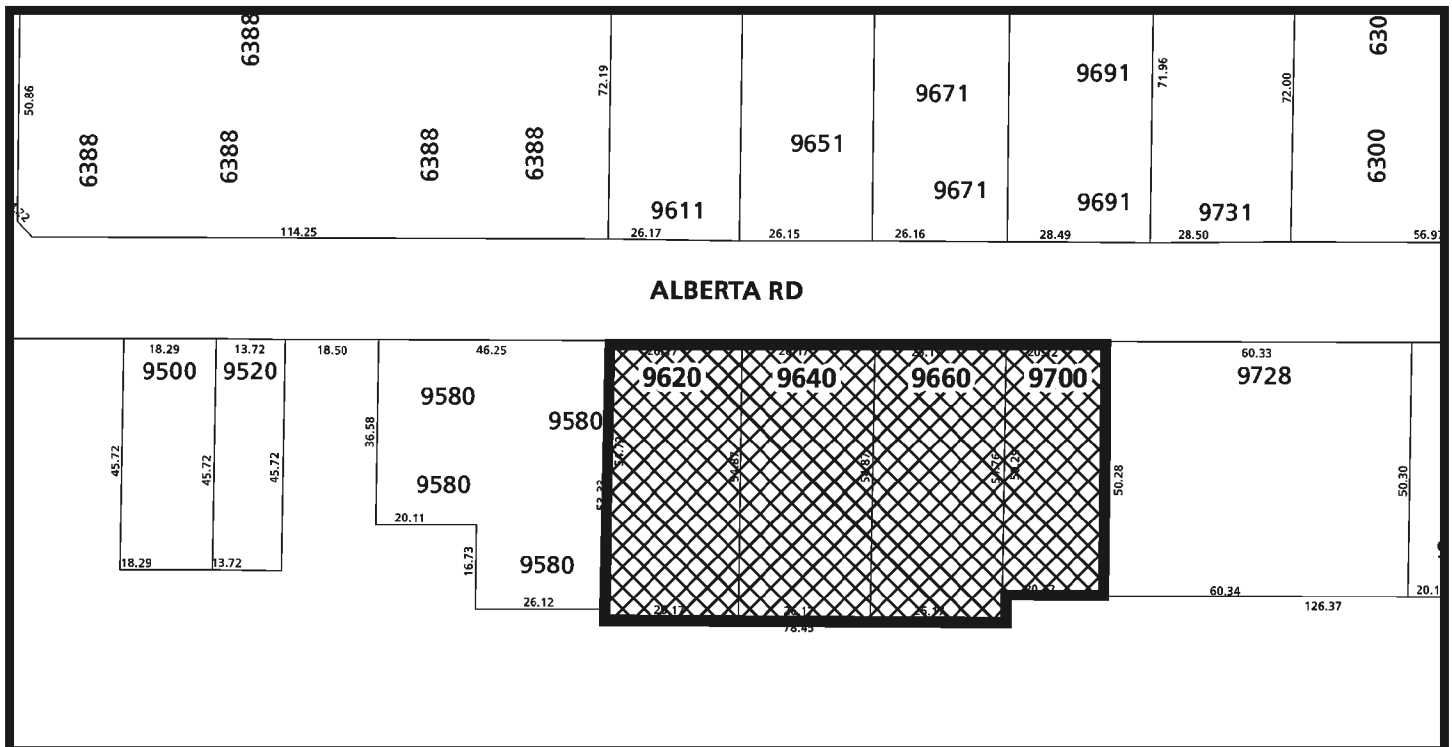
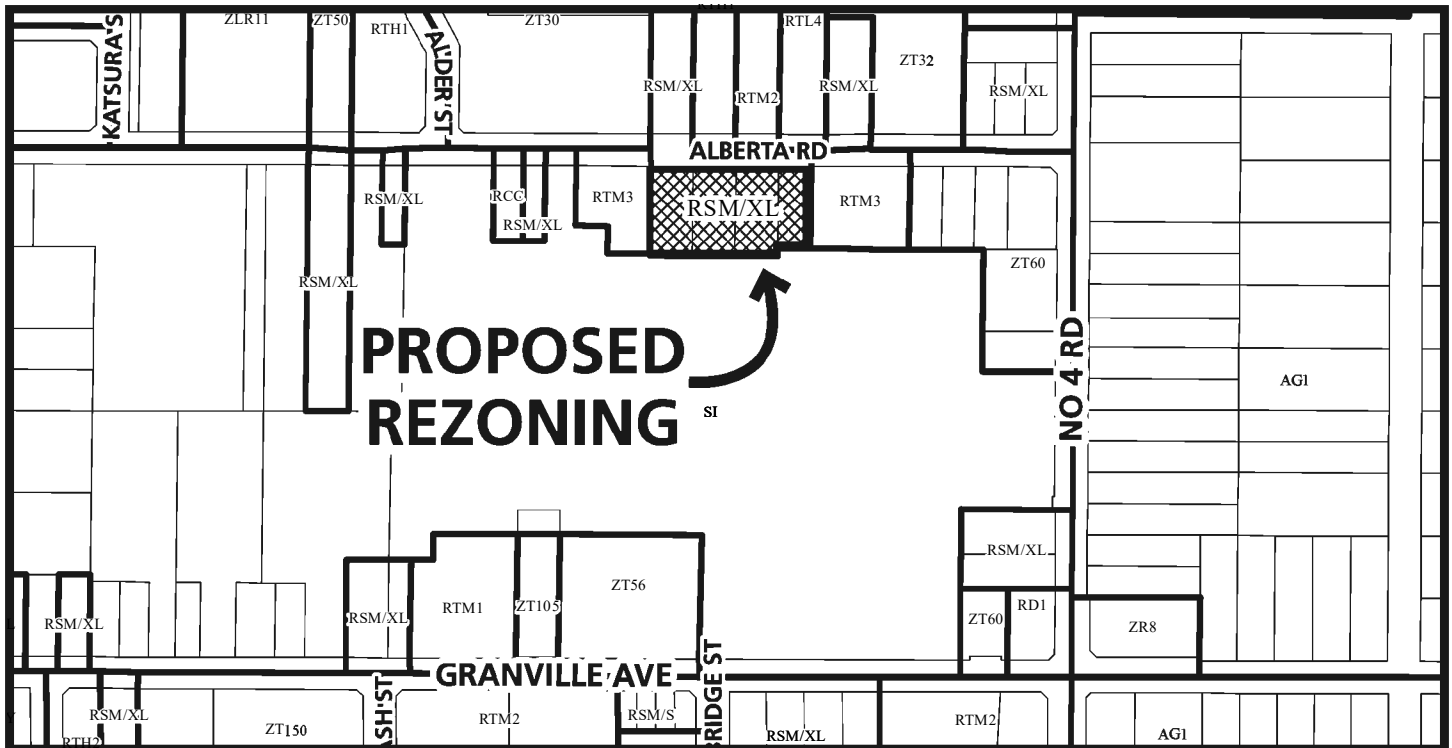
Kevin Eng
Planner 3

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- Att.
- 1: Location Map
 - 2: Conceptual Development Plans
 - 3: Development Application Data Sheet
 - 4: City Centre Area Plan – McLennan North Sub Area Plan
 - 5: Tree Management Plan
 - 6: Rezoning Considerations



City of
Richmond



RZ 18-829606

PLN - 16

Original Date: 09/11/18

Revision Date: 04/11/25

Note: Dimensions are in METRES



City of Richmond



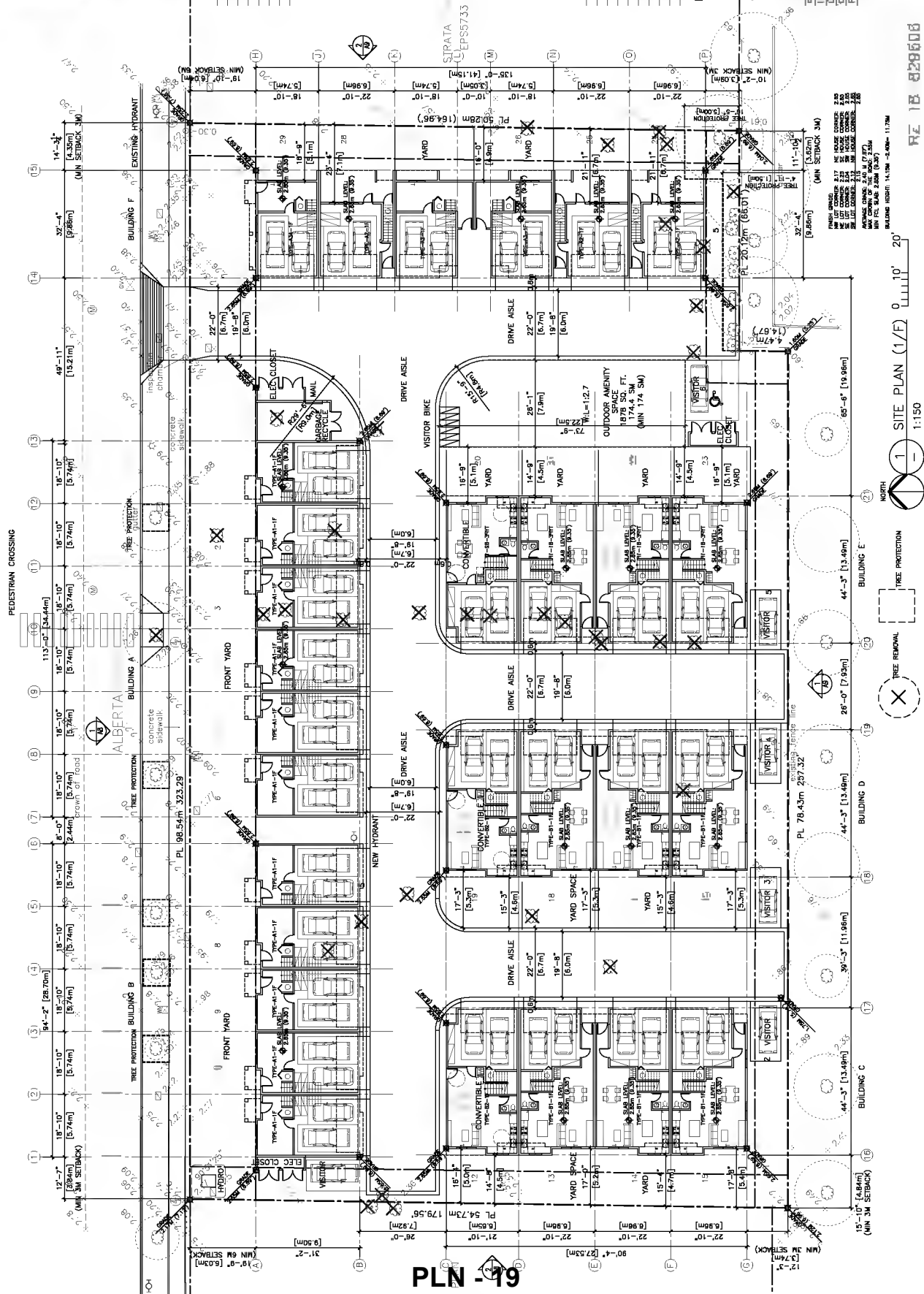
RZ 18-829606

PLN - 17

Original Date: 09/11/18

Revision Date: 04/11/25

Note: Dimensions are in METRES



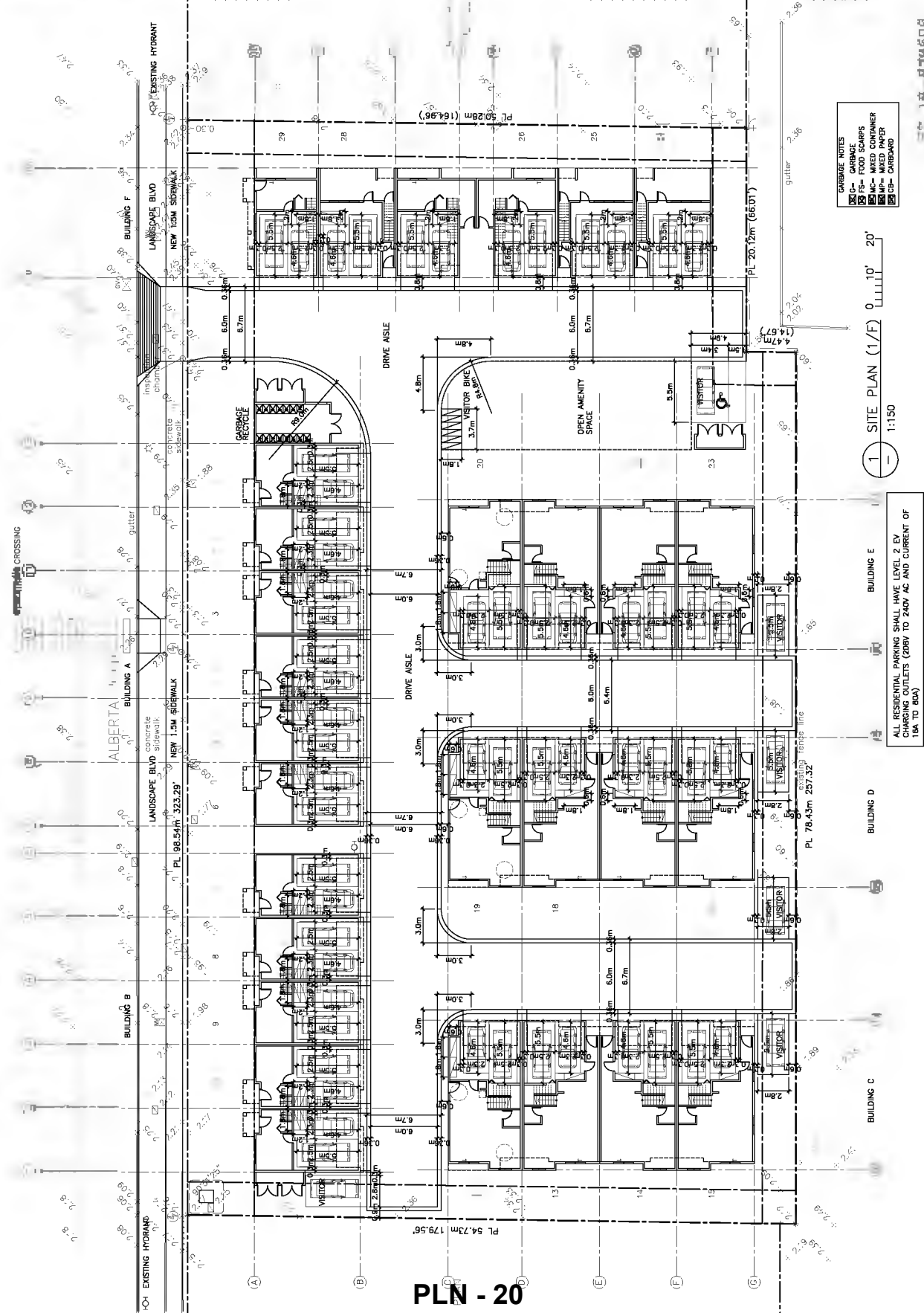
PROJECT	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
DATE	2024.03.17
BY	ERIC LAW ARCHITECT
FOR	ALBERTA RD RICHMOND
NO.	2024.03.17
REV.	2024.03.17
DESCRIPTION	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND

1.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
2.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
3.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
4.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
5.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
6.	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND

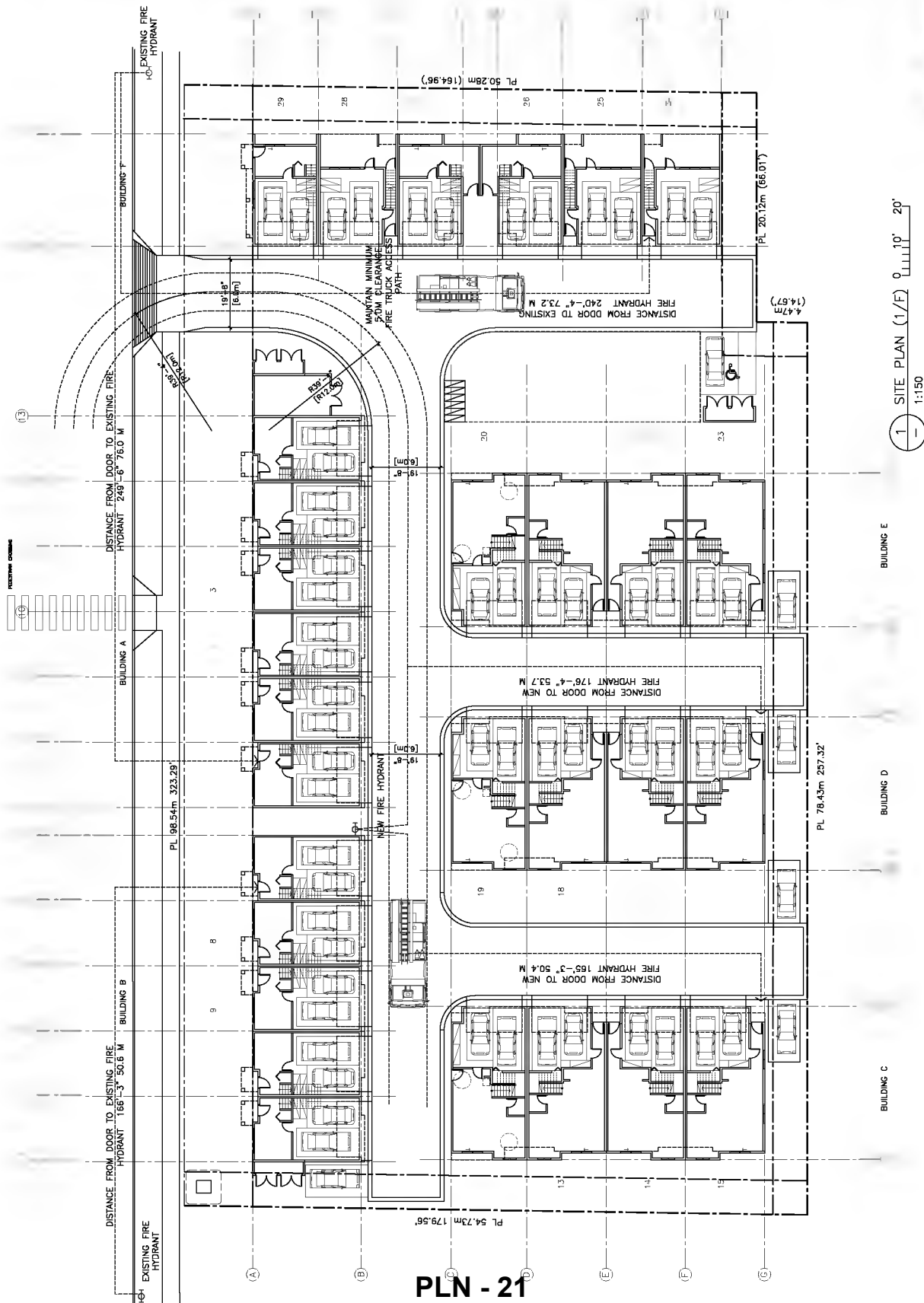
PROPOSED TOWNHOUSE
AT
9620, 9640, 9660 & 9700
ALBERTA RD RICHMOND
PARKING PLAN

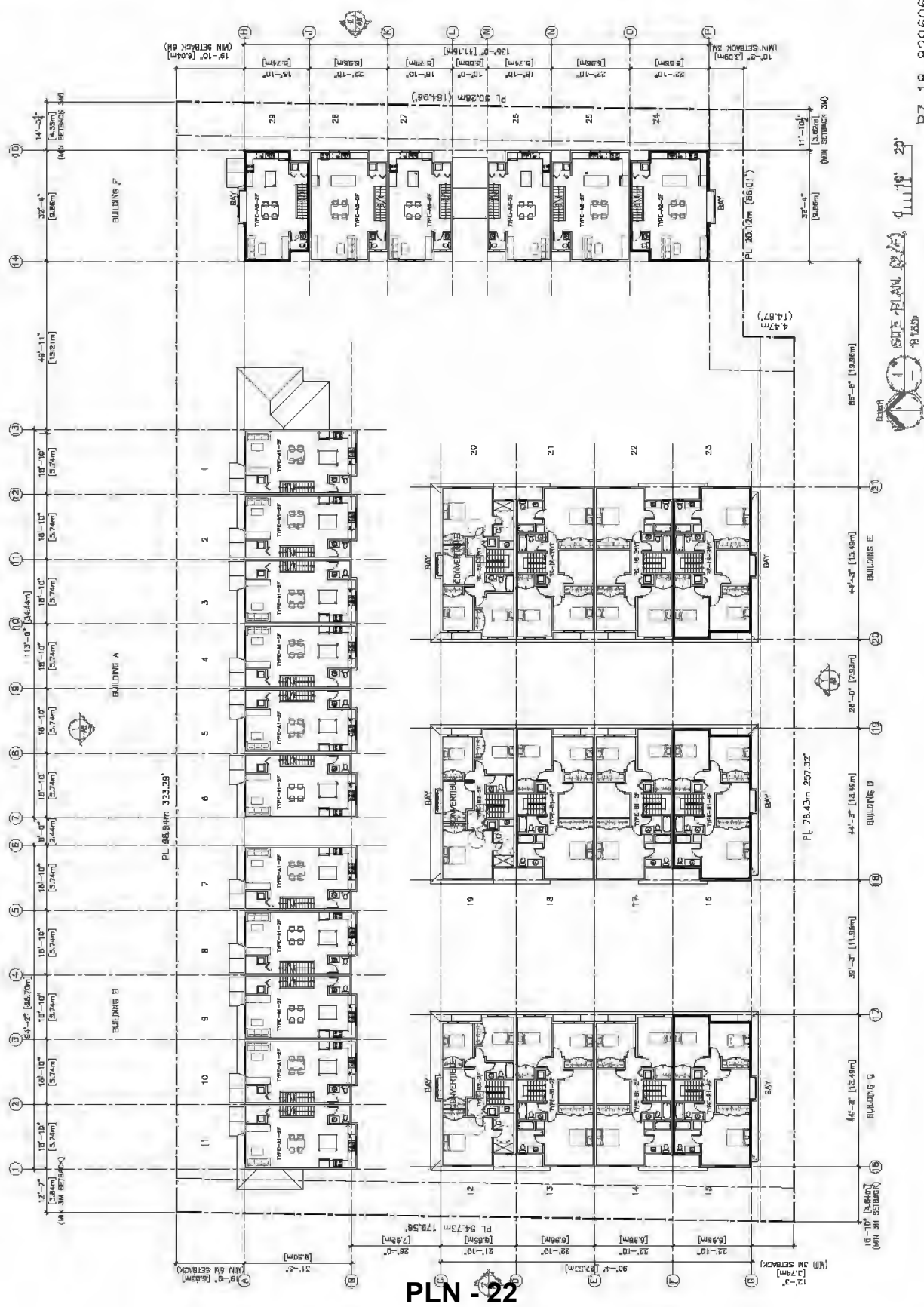
PROJECT	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND
DATE	2024.03.17
BY	ERIC LAW ARCHITECT
FOR	ALBERTA RD RICHMOND
NO.	2024.03.17
REV.	2024.03.17
DESCRIPTION	PROPOSED TOWNHOUSE AT 9620, 9640, 9660 & 9700 ALBERTA RD RICHMOND

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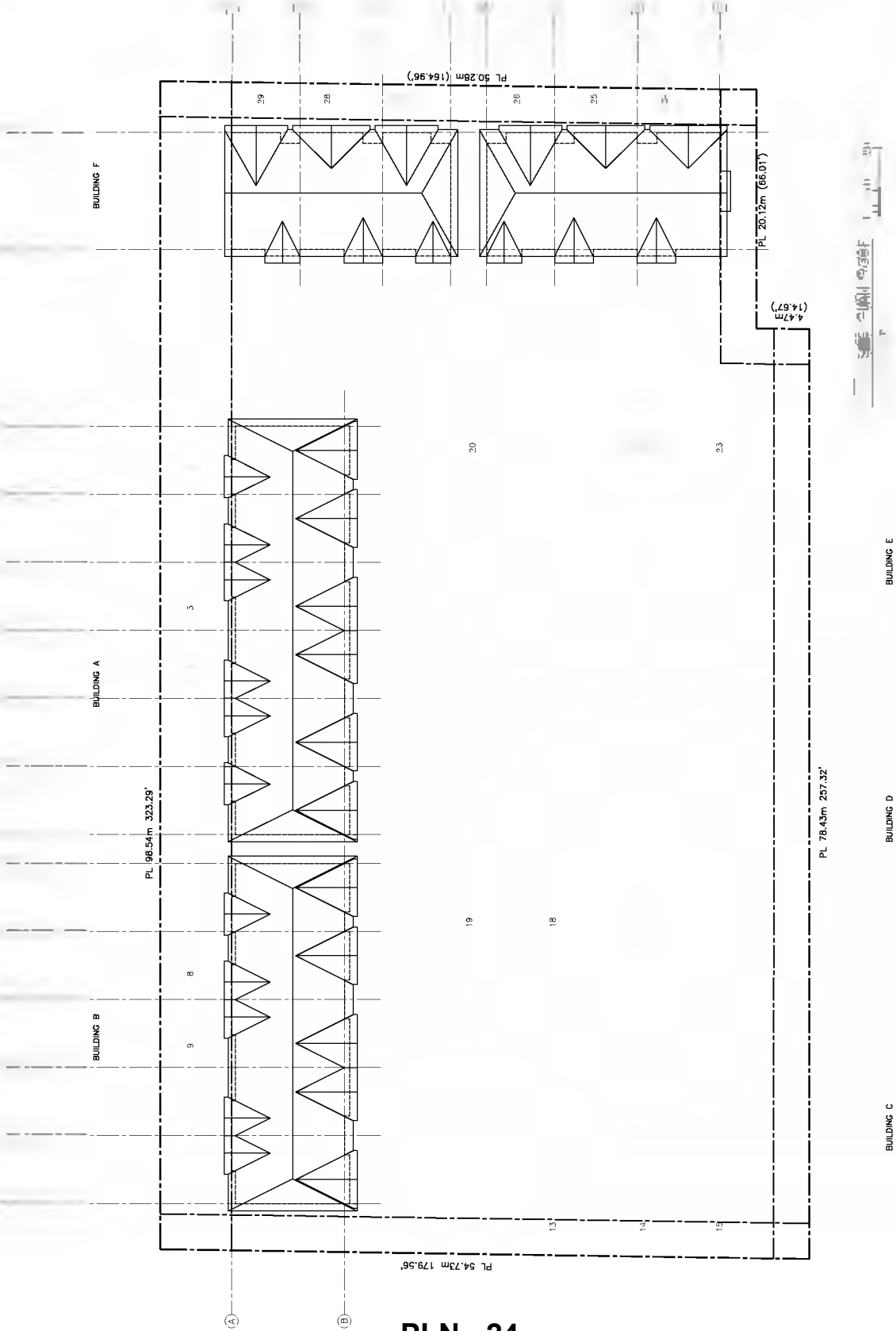


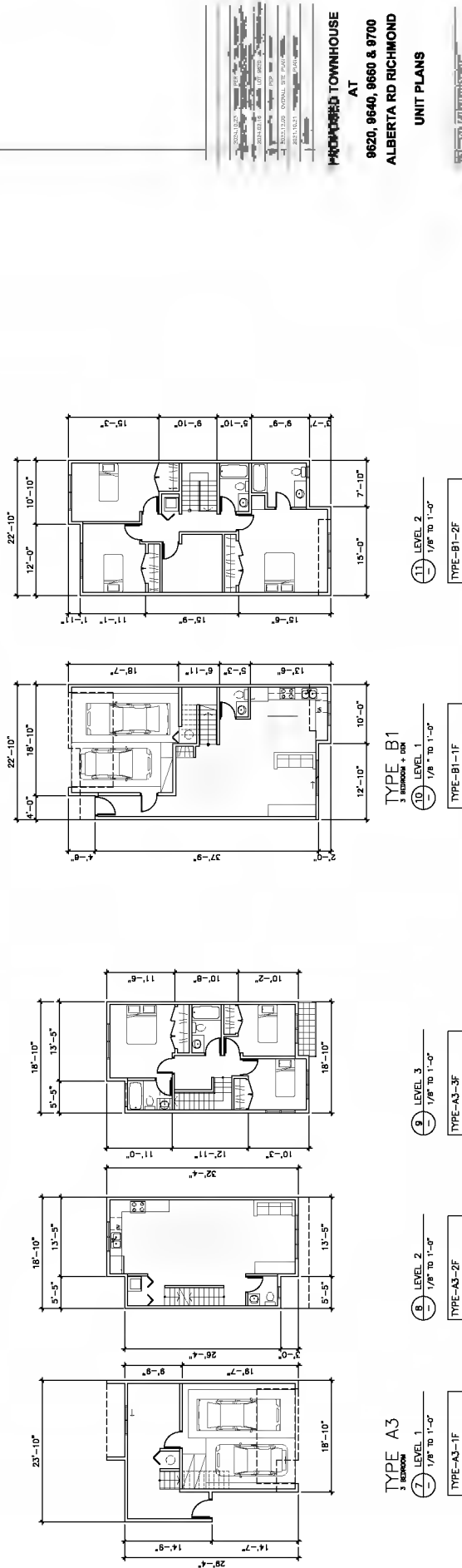
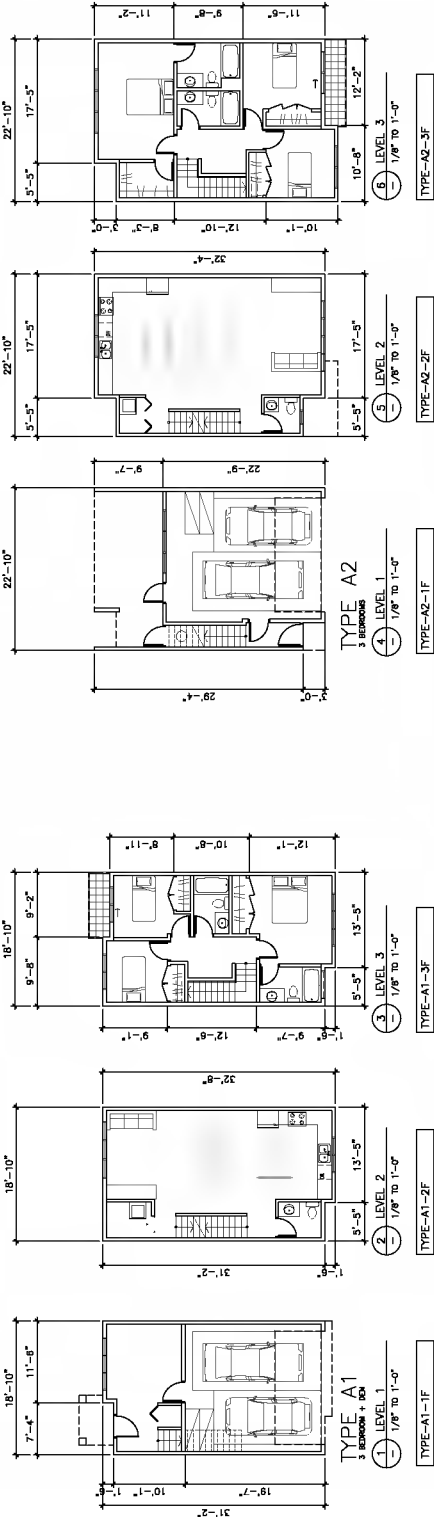
PLN - 20

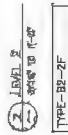
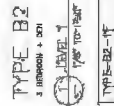




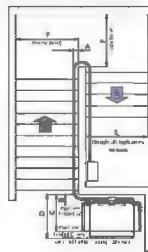








	AS1029
1.	10/1/2007:18 FOR MEDICINE REFUSAL
2.	30/2/12:00 FOR CONSENT TOBURY
3.	30/3/03:31 FOR MEDICINE COMMENT
4.	20/4/03:18 FOR MEDICINE REVIEW
5.	28/04/07:19 FOR MEDICINE REVIEW
6.	10/24/10:53 FOR MEDICINE REVIEW

[illegible]

Site	Attachments Involved	750 x 750 mm (29" x 29")	Notes
A	Direct Impact Traverse Impact	128 180	4 5*
B	Direct Impact Traverse Impact	330 385	13 15
C	Direct Impact Traverse Impact	508 625	38 46
D	Direct Impact Traverse Impact	1115 1488	64 76
E	Direct Impact Traverse Impact	930 1065	36 47
F	Direct Impact Traverse Impact	985 1425	27** 48

**PROPOSED TOWNHOUSE
AT
9620, 9640, 9660 & 9700
ALBERTA RD RICHMOND
UNIT PLANS**

PROJECT NUMBER: JB-05
ISSUED: 10/23/2024
DRAWN BY: EL
CHECKED BY: EL
FILENAME: JB-05.dwg

FUTURE CHALLENGE

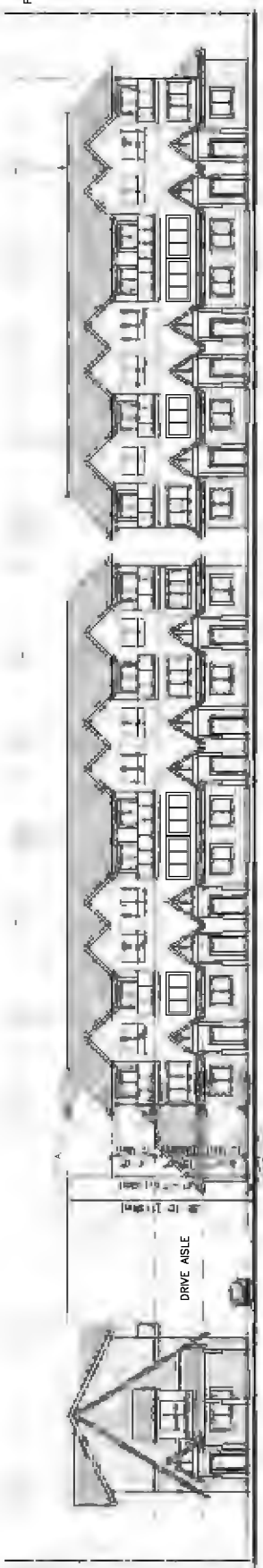
A7

RZ 18-829506

REFERENCE

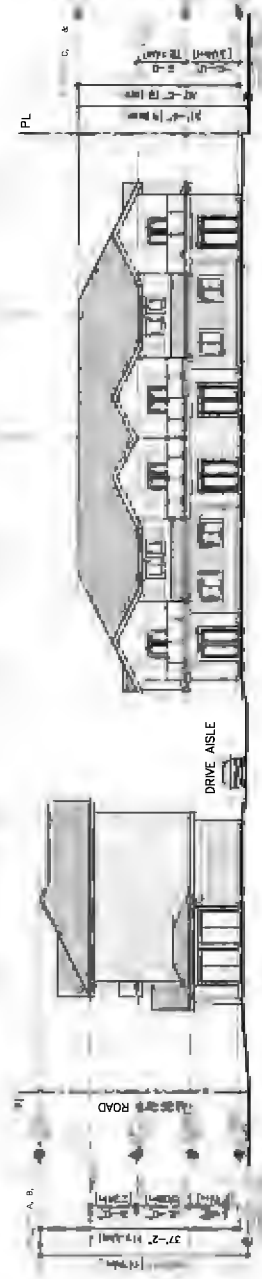


1	Overall Length	100'-0"
2	Overall Width	30'-0"
3	Overall Height	30'-0"
4	Overall Area	3000'-0"
5	Overall Volume	3000'-0"



1 SITE ELEVATION NORTH (ALBERTA ROAD)
A8 3/32" TO 1'-0"

PLN - 27



2 SITE ELEVATION WEST
A8 3/32" TO 1'-0"

1	Overall Length	100'-0"
2	Overall Width	30'-0"
3	Overall Height	30'-0"
4	Overall Area	3000'-0"
5	Overall Volume	3000'-0"

HOUSE TOWNHOUSE
AT
9620, 9640, 9660 & 9700
ALBERTA RD RICHMOND
ELEVATIONS

1	Overall Length	100'-0"
2	Overall Width	30'-0"
3	Overall Height	30'-0"
4	Overall Area	3000'-0"
5	Overall Volume	3000'-0"

A8

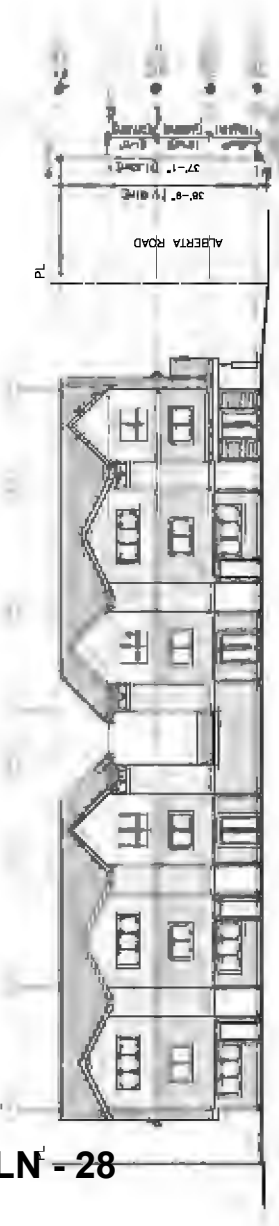


1	Overall	100' 0"	100' 0"	100' 0"
2	Overall	100' 0"	100' 0"	100' 0"
3	Overall	100' 0"	100' 0"	100' 0"
4	Overall	100' 0"	100' 0"	100' 0"
5	Overall	100' 0"	100' 0"	100' 0"



1 SITE ELEVATION SOUTH (FARM)
A9 3/32" TO 1'-0"

PLN - 28



2 SITE ELEVATION EAST
A9 3/32" TO 1'-0"

HOUSE TOWNHOUSE
AT
9620, 9640, 9660 & 9700
ALBERTA RD RICHMOND
ELEVATIONS

1	Overall	100' 0"	100' 0"	100' 0"
2	Overall	100' 0"	100' 0"	100' 0"
3	Overall	100' 0"	100' 0"	100' 0"
4	Overall	100' 0"	100' 0"	100' 0"
5	Overall	100' 0"	100' 0"	100' 0"



RZ 18-829606

Attachment 3

Address: 9620, 9640, 9660 and 9700 Alberta Road

Applicant: Sian Enterprises Ltd

Planning Area(s): City Centre Area Plan – McLennan North Sub Area

	Existing	Proposed
Owner:	Sian Enterprises Ltd.	No change
Site Size (m²):	5,304 m ² (4 lots proposed to be consolidated)	5,304 m ² (consolidated lot)
Land Uses:	Four single-family dwellings	Multi-family townhouses
OCP Designation:	Neighbourhood Residential	No change - complies
Area Plan Designation:	Residential Area 3 (0.65 FAR base density; Two-Family Dwelling/2 & 3 storey Townhouses	No change - complies
Zoning:	Small-Scale Multi-Unit Housing (RSM/XL)	Medium Density Townhouses (RTM3)
Number of Units:	4 dwelling units	29 dwelling units

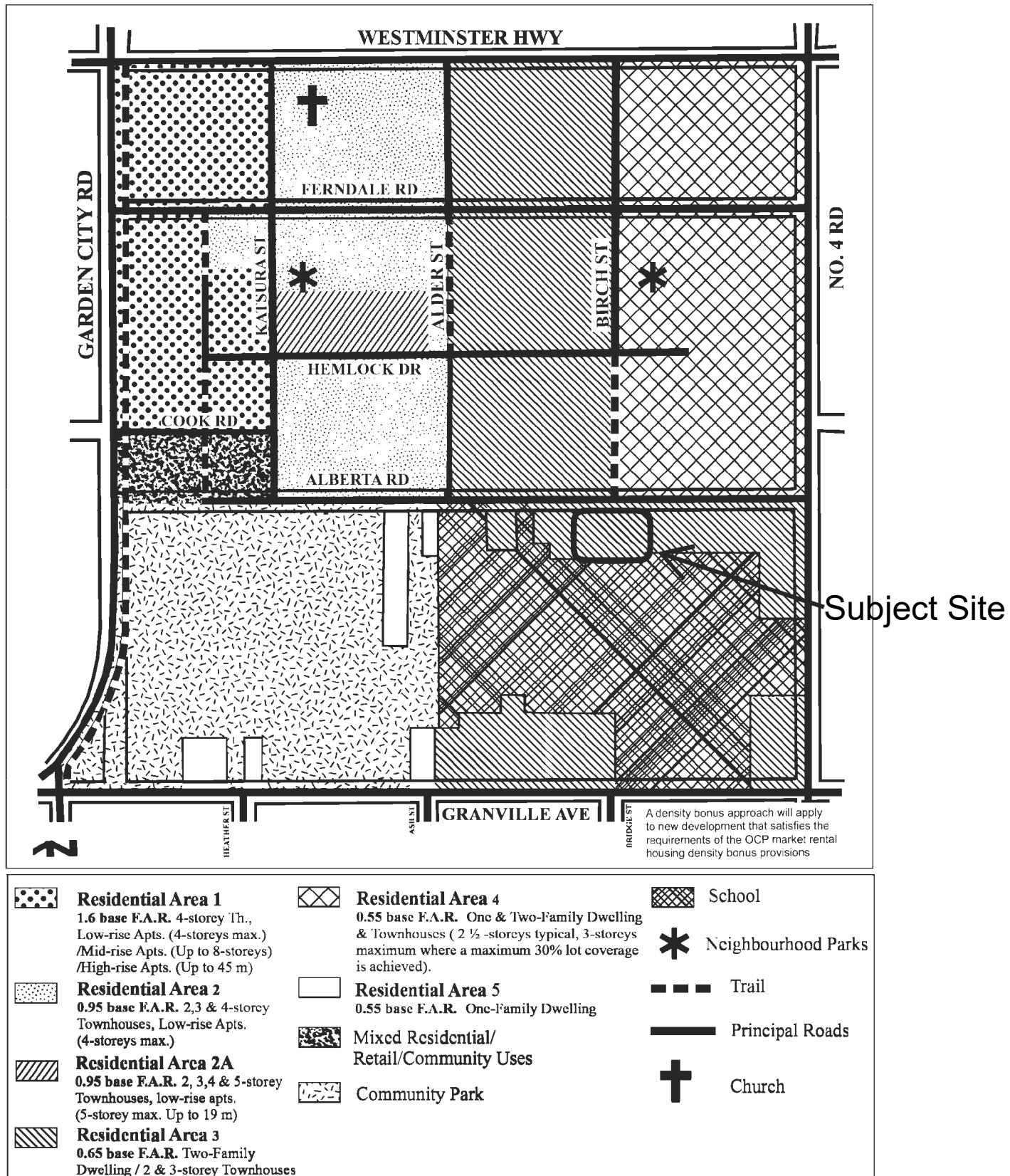
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	0.7 FAR	0.7 FAR	none permitted
Buildable Floor Area (m ²)*	3,712 m ² (39,965 ft ²)	3,712 m ² (39,965 ft ²)	none permitted
Lot Coverage (% of lot area):	40%	40%	none
Lot Size:	N/A	5,304 m ²	none
Setbacks (m):	Front: Min. 6 m Rear: Min. 3 m Side: Min. 3 m Exterior Side: Min. 6 m	Front: Min. 6 m Rear: Min. 3.7 m East Side: Min. 3.6 m West Side: Min. 3.8	none
Height (m):	12 m	11.84 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	41 (R) and 6 (V)	58 (R) and 6 (V)	none
Off-street Parking Spaces – Total:	47 stalls	64 stalls	none
Amenity Space – Outdoor:	174 m ²	174 m ²	none

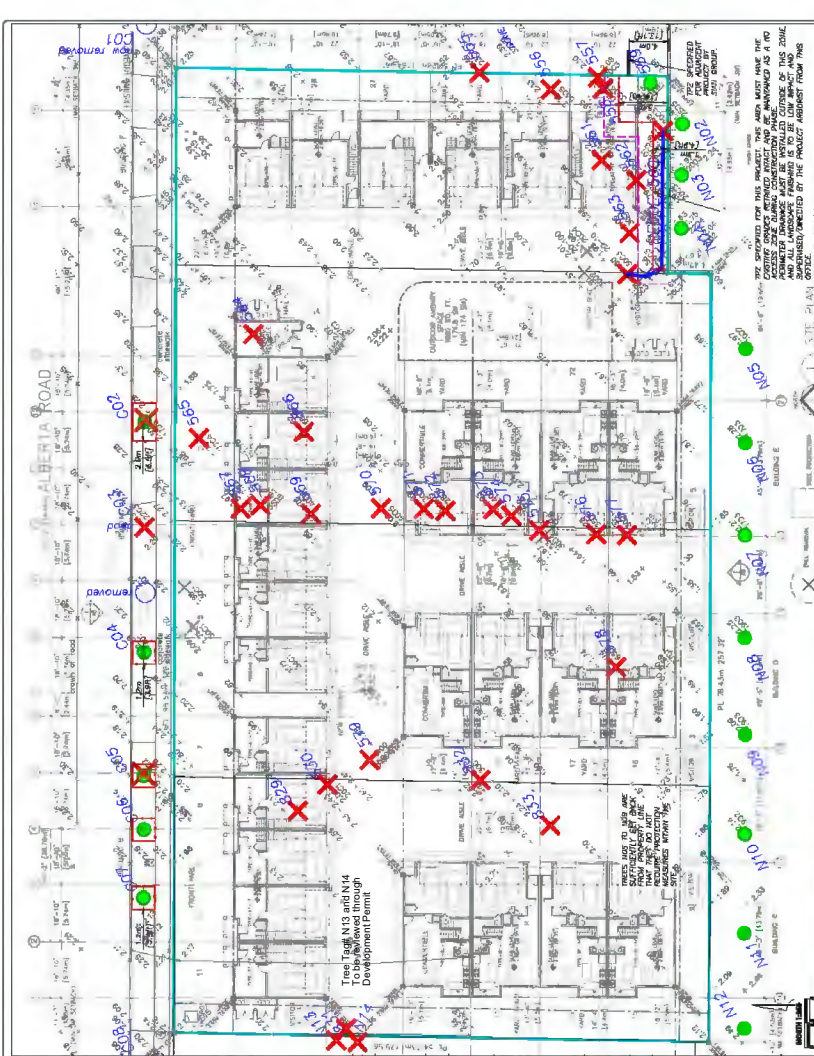
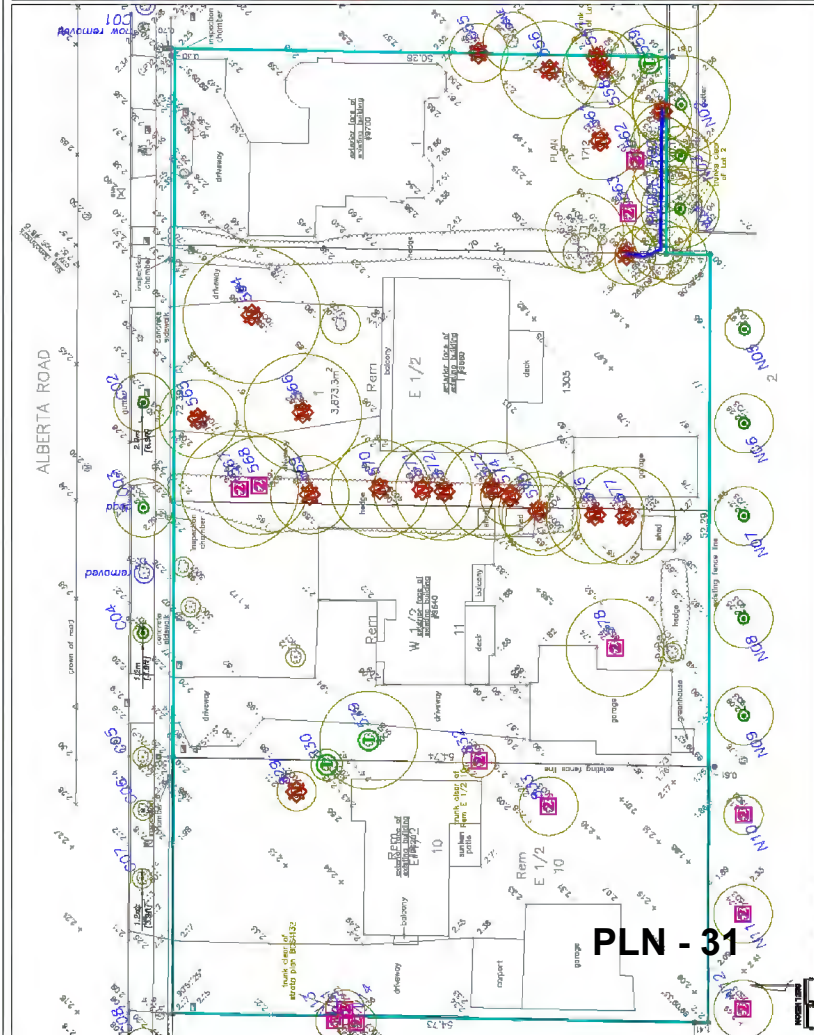
Other: _____

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

City of Richmond

Land Use Map

Bylaw 10375
2022/06/20

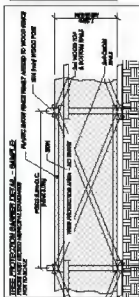


TREE ASSESSMENT DETAIL

- [illegible]

TREE MANAGEMENT DETAIL

- **LEGAL: THE MANA GEMHEIM ENVIRONMENTAL ACT:**
 - **Best practice:**
 - **Prevent** (avoidance of impacts)
 - **Minimise** (minimisation of impacts)
 - **Rehabilitate** (restoration of environment)
 - **Compensate** (offsetting of impacts)

**ATTACHMENT 5**

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1. Non-continuous sampling methods were developed specifically for the case of continuous data, but are not applicable to discrete data. For example, the use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
2. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
3. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
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7. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
8. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
9. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.
10. The use of the 25th percentile as a cut-point for the analysis of continuous data is not appropriate for discrete data.

NOTE: TREE REPLACEMENT PLANTING SPECIFICATIONS ARE TO BE PREPARED BY THE PROJECT LANDSCAPE ARCHITECT.
APPENDIX C: TREE MANAGEMENT DRAWING

TO BE PREPARED BY THE PROJECT LANDSCAPE ARCHITECT.
APPENDIX C: TREE MANAGEMENT DRAWING

PROJECT: PROPOSED IMPROVEMENTS		JACK FILE: 10000
ADDRESS: 1000 N. 10th Ave. 1700 ALBERTA RD		CITY/ST:
ESTIMATOR: JAMES W. HARRIS, JR.		PLANT SITE:
CLIENT: BARN GROUP		DATE: FEB 7, 1988



Address: 9620, 9640, 9660 and 9700 Alberta Road

File No.: RZ 18-829606

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw (BYLAW 10671), the developer is required to complete the following:

1. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
2. **(Lot Consolidation)** Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
3. **(Voluntary Tree Contribution – On Site)** City acceptance of the developer's offer to voluntarily contribute \$3,840 (\$768 per tree) to the City's Tree Compensation Fund for the planting of replacement trees within the City in lieu of planting the balance (5 trees) of required replacement trees on-site.
4. **(Voluntary Tree Contribution – Off Site)** City acceptance of the developer's offer to voluntarily contribute \$2,304 (\$768 per tree) to the City's Tree Compensation Fund for the removal of 3 City boulevard street trees located along the subject site's Alberta Road frontage.
5. **(Arborists Contract)** 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.
6. **(Tree Survival Security – On site)** Submission of a Tree Survival Security to the City in the amount of \$10,000.
7. **(Tree Survival Security – Off site)** Submission of a Tree Survival Security to the City in the amount of \$20,304 for the 4 boulevard street trees to be retained that are located in the City road dedication.
8. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees (on-site; off-site; City property – road allowance; neighboring properties) to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site in accordance with the recommendations of the recommendations of the Certified Arborist and City requirements applicable to Tree Protection Zones.
9. **(Aircraft Noise – Sensitive Use)** Registration of an aircraft noise sensitive use covenant on title of the consolidated site. Existing aircraft noise sensitive use covenants registered on title at 9620 Alberta Road (BX401991), 9640 Alberta Road (BX401993) and 9660 Alberta Road (BX401992) to be discharged.
10. **(Flood Indemnity Covenant)** Registration of a flood indemnity covenant on title (2.9 m GSC - Area A).
11. **(Housing Tenure and Age Restrictions)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
12. **(City Centre Future Development Impacts)** Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.

13. **(Public Art – Cash Contribution)** City acceptance of the developer's offer to make a voluntary cash contribution towards the City's Public Art Fund, the terms of which shall include the following:

- a) The value of the developer's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site's proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

Building Type	Rate/ft ²	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Residential	\$1.06	39,965 ft ²	\$42,363

- b) In the event that the contribution is not provided within one year of the application receiving third reading of Council (i.e. Public Hearing), the contribution rate (as indicated in the table in item a) above) shall be increased annually thereafter based on the Statistics Canada Consumer Price Index (All Items) – Vancouver yearly quarter-to-quarter change, where the change is positive.

14. **(CCAP Community Planning)** City acceptance of the developer's voluntary contribution to future City community planning studies (as set out in the City Centre Area Plan) and as indicated in the table below.

	Site Area for Density Purposes (RTM3)	Maximum FAR	Maximum Permitted Floor Area	CCAP Community Planning Rate	Minimum Voluntary Developer Contribution
TOTAL	57,092 ft ²	0.7	39,965 ft ²	\$0.36 ft ²	\$14,387

Note: In the event the developer contribution is not provided (cash) within one year of the Rezoning Bylaw receiving third reading of Council (Public Hearing), the contribution rate shall be changed to the Council-approved rate in effect at the time the contribution is provided and the value of the contribution shall be changed accordingly, where the change is positive.

15. **(Contribution Indoor Amenity)** Contribution of \$2,309 per dwelling unit in-lieu of on-site indoor amenity space for units 1-19 (e.g. \$43,871). Contribution of \$4,617 per dwelling unit in lieu of on-site indoor amenity space for units 20-29 (e.g. \$46,170) – Total contribution \$90,041.

16. **(Contribution – Affordable Housing)** City acceptance of the developer's offer of a voluntary cash-in-lieu contribution of \$18.00 per buildable square foot (e.g. \$719,359.20) to the City's Affordable Housing Reserve Fund.

17. **(Contribution – Market Rental Housing)** City acceptance of the developer's offer of a voluntary cash-in-lieu contribution of \$3.09 per buildable square foot (e.g. \$123,492) to the City's Affordable Housing Reserve Fund.

18. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

19. **(Servicing Agreement)** Enter into a Servicing Agreement (SA)* for the design and construction of the servicing and frontage improvements described herein. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:

I. Frontage

- Widen existing concrete sidewalk to achieve a 2.0 m wide concrete sidewalk and reduce the existing landscaped boulevard to a minimum 1.5 m to achieve this.
- Assess and modify existing boulevard street trees to be retained along the subject site's frontage to ensure continuity of boulevard street trees is maintained along the subject site's frontage.
- Install a new pedestrian crosswalk across Alberta Road that is aligned with the existing North-South walkway along the north side of Alberta Road and ensure the design includes appropriate curb bulges consistent with applicable City design standards.
- Existing driveway letdowns to be replaced with the sidewalk, boulevard, curb and gutter frontage improvements described above.

- e) Relocation, modification, upgrade, or installation of any City-owned and third party assets along the northern frontage of the development site, including but not limited to bus stops, utility and light poles, pre-ducting, railings and signage.

II. Water Works:

- a) Using the OCP Model, there is 297 L/s of water available at a 20 psi residual at the hydrant fronting 9728 Alberta Rd. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) At the Developers cost, the Developer is required to:
 - i. Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - ii. Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - iii. Fire department sign off is required to confirm if the location of the existing and proposed hydrants are sufficiently close to service the most remote principal entrance.
 - iv. Fire department approval is required for all fire hydrant installations, removals, and relocations.
 - v. Cut, cap and remove all existing 20mm water service connections.
 - vi. Install a new water service connection off of the watermain on Alberta Rd. Meter to be placed onsite in mechanical room.
 - vii. Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the Servicing Agreement process.
- c) At the Developers cost, the City is to:
 - i. Install a hydrant in the property frontage to meet City spacing requirements.
 - ii. Complete all tie-ins for the proposed works to existing City infrastructure.

III. Storm Sewer Works:

- a) At the Developers cost, the Developer is required to:
 - i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - ii. Cut, cap, and remove all existing service leads and inspection chambers along the property line of the subject site.
 - iii. Install a new storm service connection off of the existing storm sewer on Alberta Rd, complete with new inspection chamber.
- b) At Developer's cost, the City is to:
 - i. Complete all tie-ins for the proposed works to existing City infrastructure.

IV. Sanitary Sewer Works:

- a) At the Developers cost, the Developer is required to:
 - i. Upgrade the existing sanitary sewer main between SMH7158 and SMH7159, approximately 80 meters in length, to a minimum of Ø200mm. The exact size and dimensions shall be determined

though a capacity analysis under the existing and OCP conditions and reviewed during the Servicing Agreement process.

- ii. Cut and cap all existing service leads and inspection chambers along the property line of the subject site.
- iii. Install a new sanitary service connection off of the existing sanitary manhole SMH7159 on Alberta Rd., complete with new inspection chamber

b) At Developer's cost, the City is to:

- i. Complete all tie-ins for the proposed works to existing City infrastructure.

V. Street Lighting

i. At Developer's cost, the Developer is required to:

- (1) Review street lighting levels along all road and lane frontages, and upgrade as required.

VI. General Items:

a) At Developer's cost, the Developer is required to:

- i. Complete other frontage improvements as per Transportation's requirements
- ii. Coordinate with BC Hydro, Telus and other private communication service providers:
 - (a) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - (b) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (c) To underground overhead service lines.
- iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., SRW dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRW(s) that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - BC Hydro Vista – Confirm SRW dimensions with BC Hydro
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m
 - Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw cable kiosk – 1.0 x 1.0 m
 - Telus FDH cabinet – 1.1 x 1.0 m
- iv. Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
- v. Provide a video inspection report of the existing sanitary sewer main and sanitary forcemain along the Alberta Rd. frontage prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide

- recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer's cost.
- vi. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the servicing agreement design.
 - vii. Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
 - viii. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures.
 - ix. Submit a proposed strategy at the building permit stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the Developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.
 - x. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
 - xi. Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to (*note – the following is a preliminary list and subject to change/modification through the review and processing of the development permit application*):

1. **(Landscape Plan and Security)** Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and 10% contingency. If the required replacement trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$768/tree to the City's Tree Compensation Fund for off-site planting is required.
2. **(Acoustical and Thermal Report)** Complete an acoustical and thermal report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

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

3. **(Energy Efficiency Report)** Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City's Official Community Plan and Building Regulation Bylaw No. 7230.

Prior to Building Permit Issuance, the developer must complete the following requirements (note – the following is a preliminary list and subject to change/modification through the review and processing of the building permit application):

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

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.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

- Signed Copy on File -

Signed

Date



City of Richmond

Report to Committee

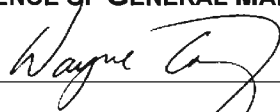
To: Planning Committee **Date:** May 8, 2025
From: Joshua Reis **File:** RZ 25-009451
Director, Development
Re: **Early Council Review Process – Official Community Plan Amendment and Rezoning Application at 13131, 13111, 13031, 12931 and 12771 No. 2 Road**

Staff Recommendation

That the proposed Official Community Plan (OCP) amendment be considered concurrently with the rezoning application, and that staff work with the applicant to consider the comments provided by Council as part of the comprehensive and technical review of the rezoning application.

Joshua Reis
Director, Development
(604-247-4625)

Att. 4

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

Staff Report

Origin

The purpose of this report is to provide information and to seek early input from Council about the proposed Official Community Plan (OCP) amendment and rezoning application (RZ 25-009451) for a commercial and residential mixed-use development at 13131, 13111, 13031, 12931 and 12771 No. 2 Road, submitted by Jim Pattison Developments. A site location map is provided in Attachment 1. The proposed rezoning application involves a proposed amendment to the land use map designations in OCP Bylaw 9000 Schedule 1 and OCP Bylaw 7100 Schedule 2.4 (Steveston Area Plan), generally from an industrial to mixed-use designation.

This report is aligned with the September 23, 2024, Council Resolution:

That staff bring forward all new rezoning applications involving a major amendment to the City's Official Community Plan for early review by Planning Committee and Council, as described in the report titled "Early Review of Rezoning Applications Involving a Major OCP Amendment", dated August 22, 2024, from the Director, Development.

This report provides a high-level summary of the proposed development, including land use, floor area and building height. Conceptual plans provided in Attachment 2 are for information and reference purposes and are subject to change during the application review process. City staff welcome early input from Council, particularly in relation to:

- The OCP and proposed amendments arising from the rezoning application; and
- The overall proposed development concept and land use.

Any comments provided by Council will be used to inform City staff's technical review of the subject application. Council's consideration of this report does not restrict its future consideration of the OCP amendment or the rezoning application. Formal consideration of the change in OCP land use designation would be the subject of a future staff report.

Background – Previous Development Permit Application

A previous Development Permit Application (DP 22-019632) was submitted for properties at 13131, 13111, 13031 and 12931 No. 2 Road proposing a commercial self-storage redevelopment that complied with the site's existing "Light Industrial (IL)" zoning. This application encountered significant community opposition throughout the processing of the application, which included a developer-led public engagement drop-in open house that provided information about the proposal and an opportunity for community feedback. The commercial self-storage Development Permit application did not proceed and was withdrawn by the applicant on October 7, 2024. An alternative mixed-use (commercial and residential) development proposal has been submitted, which is the subject rezoning application outlined in this report.

Findings of Fact

Site Description

The subject site is located at the southern terminus of No. 2 Road between No. 2 Road to the east, and Dyke Road to the south and west. It is the consolidation of five lots that form a triangle of land. The site was previously used for industrial storage of fishing equipment, but those spaces are now vacant. At the north end of the subject site, there is an occupied single-family home. The area of the consolidated site is 14,355 sq. m (154,516 sq. ft.).

The subject site is surrounded by four-storey residential buildings to the north, three and four-storey commercial and residential mixed-use buildings to the east and industrial storage/boat dryland storage, parking and marina to the south and west associated with Steveston Harbour Authority marina activities.

Project Description

The following development summary is based on the initial rezoning application received by the City in March 2025. Preliminary site plan drawings and building elevations are contained in Attachment 2. City staff have not yet undertaken a comprehensive technical review of the application and its compliance with City policies and regulations at this time. Early input comments received from Council will inform the application review process.

Form of Development	<ul style="list-style-type: none"> • Six-storey commercial and residential mixed-use building with a two-storey podium and two four-storey buildings above and vehicle access from No. 2 Road.
Land Uses	<ul style="list-style-type: none"> • Commercial: Retail • Residential: Townhouse and apartment
Density	<ul style="list-style-type: none"> • Total floor area: 19,657 sq. m (211,513 sq. ft.) <ul style="list-style-type: none"> ○ Commercial floor area: 1,771 sq. m (19,061 sq. ft.) ○ Residential floor area: 17,886 sq. m (192,452 sq. ft.)
Building Height	<ul style="list-style-type: none"> • Storeys: Six-storeys • Metres: 27.3 m (89.5 ft.)
Residential Tenure	<ul style="list-style-type: none"> • Total number of units: 223 <ul style="list-style-type: none"> ○ Market strata: 132 units - 11,545 sq. m (124,273 sq. ft.) ○ Affordable Housing (Low End Market Residential - LEMR): 45 units - 3,302 sq. m (35,547 sq. ft.) ○ Market Rental: 46 units - 3,032 sq. m (32,632 sq. ft.)
Parking	<ul style="list-style-type: none"> • 422 total off-street vehicle parking stalls • 283 Class 1 bike parking spaces • 51 Class 2 bike parking spaces

Analysis

Preliminary Policy Assessment

Official Community Plan/Steveston Area Plan

The current OCP land use designation in Schedule 1 (Bylaw 9000) for the subject properties is Industrial. The subject properties are located in the Steveston Area Plan, Schedule 2.4 (Bylaw 7100), which also designates the properties as Industrial (Attachment 3). OCP and Steveston Area Plan Industrial land use designations generally include activities involving the manufacturing, processing, assembling, fabrication, storing, transporting, distributing, testing, servicing or repairing of goods, materials or things.

The proposed commercial and residential mixed-use development would require an OCP amendment to Schedule 1 (Bylaw 9000) and Steveston Area Plan, Schedule 2.4 (Bylaw 7100) to redesignate the subject properties from Industrial to Mixed-Use (commercial and residential uses). Through the staff review of the rezoning application, an assessment of the impacts of redesignating industrial land within the surrounding land use context of the subject site and impacts to the city-wide industrial land base will be undertaken.

In accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043), formal consultation with applicable external stakeholders will be conducted as part of the technical review and referral to agencies including, amongst others, the Steveston Harbour Authority and the Board of Education of School District No. 38

Preliminary feedback on the proposed change of use with the Steveston Harbour Authority and Board of Education of School District No. 38 has indicated no general opposition to residential uses, subject to: management of land use adjacency to harbour/marina operations and school capacity assessment within the surrounding catchment area of primary and secondary schools.

Affordable Housing Strategy

The Affordable Housing Strategy and associated Low-End Market Rental (LEMR) program requires this project to provide built LEMR housing units incorporated into the project. For developments outside of the City Centre, LEMR program requirements establish that at least 10 per cent of the residential (habitable) floor area is to be provided as built LEMR units.

The subject rezoning application is proposing to provide approximately 17 per cent floor area as built LEMR units, which exceeds the 10 per cent minimum requirements identified in the LEMR program. The project proposes to cluster and locate the built LEMR units in the residential building that fronts No. 2 Road on the east side of the development site. Other related details about the LEMR housing units (unit composition, ownership and operation, parking, access to indoor/outdoor amenity) and the density bonus approach will be addressed through the application review process and presented to Council for consideration.

OCP Market Rental Housing Policy

The OCP Market Rental Housing Policy requires this project to provide built market rental housing units to be incorporated into the project. The policy requires 15 per cent of the residential (habitable) floor area (excluding floor area secured as affordable housing LEMR units) to be secured for the built market rental housing units.

The subject rezoning application is proposing to provide approximately 22 per cent of residential floor area (excluding floor area secured as market rental units) as built market rental housing units, which exceeds the 15 per cent requirement identified in the policy. This project proposes to locate market rental units in the same building as the LEMR housing units in the east portion of the site fronting No. 2 Road. Other related details about the market rental housing to be incorporated into this project and density bonusing that may be applicable will be addressed through the application review process and presented to Council for consideration.

Environmentally Sensitive Area (ESA) and Riparian Management Areas (RMA)

An ESA designation applies to the western edge of the subject site, which is a result of the area's adjacency to the foreshore. An existing RMA (15 m designation) exists along the southern edge of the site and is associated with an open watercourse that is part of the City's storm drainage infrastructure.

The proposed development includes a 15 m RMA setback along the southern edge of the subject site in response to the City's Riparian Management Area regulations contained in the City's Zoning Bylaw and related Provincial watercourse regulations.

The applicant has submitted an ESA / RMA Assessment as part of the subject application. An ESA and RMA strategy will be developed through the application review process to identify the overall approach to ecological habitat management, preservation, mitigation and compensation as part of this development proposal and confirm compliance with existing zoning and provincial regulations.

Tree Protection – Bylaw 8057

The applicant has submitted a tree management plan, arborist report and conceptual landscape plan in support of the subject application. This includes tree replacement and protection plans and streetscape design. Staff will review these plans as part of the application review process to assess their suitability and compliance with City policies and regulations.

Flood Plain Designation and Protection - Bylaw 8204

The subject application will be reviewed to ensure it addresses items related to minimum flood construction level elevations for habitable floors of the development (commercial and residential floor areas). This includes assessing existing dike infrastructure and required upgrades.

Preliminary Urban Design Assessment

Site Condition

The subject site is currently vacant except for a single-family dwelling located in the north-east corner of the site. The site contains a mixture of existing landscaping and hard surfacing areas.

Neighbouring Land Uses and Adjacent Building Form and Character

North: Four-storey residential apartments with gable and pitched roof design. A public path is sited between the subject site and residential uses to the north. The height of these buildings is approximately 13.3 m (measured from above the parkade level).

East: Three to four-storey commercial and residential mixed-use buildings with a mix of flat and pitched roofs, and commercial uses at grade. This area (London Landing) includes a range of commercial uses permitted under existing zoning. Three-storey buildings are approximately 12 m in height. Four-storey buildings are approximately 19.8 m to 20.7 m in height.

South: Single-storey light industrial storage sheds and shipping containers, drydock boat storage and other marina-related activities.

West: A marina and supporting dock structures. This area is under the jurisdiction of the Steveston Harbour Authority. Through the processing of the rezoning application, consultation with Steveston Harbour Authority would be undertaken to obtain their comments and input on the proposal in accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043).

Proposed Development

The proposed six-storey development has been designed to support the mixed-use character of London Landing to the east and includes a mix of townhouse frontages and pedestrian-focused retail uses at grade. The proposed townhouse uses front Dyke Road along the southern and western edges of the subject site, while the proposed commercial uses front No. 2 Road along the eastern edge of the subject site and wrap around at the northern edge along the proposed new road connection between Dyke Road and No. 2 Road. The proposed commercial uses on the No. 2 Road would be located opposite existing ground-floor retail uses and would create a dual-fronted retail node at the southern terminus of No. 2 Road.

The proposed development includes a contemporary interpretation of traditional local shipyard building design, mimicking vertical cladding and pitched roof forms. Preliminary building elevations received by the City as part of the subject application are included in Attachment 2. A Development Permit will also be required to address matters related to urban design, form and character of the development and on-site landscaping. Further detailed review of these items will occur as part of the technical review of the rezoning application and further refined at the Development Permit stage.

Preliminary Site Access, Grading and Servicing Infrastructure Assessment

Site Access

The proposed vehicle access to the development is located along No. 2 Road, mid-block of the subject site, providing access to off-street parking, loading and other areas in the parkade. A new road is also proposed to connect Dyke Road and No. 2 Road along the northern edge of the subject site and is consistent with an existing policy in the Steveston Area Plan that encourages a new road connection in this area. The proposed road design would be required to consider the adjacent public path to the north and address other matters related to existing trees/landscaping and alignment of City-owned land in this area. The proposed vehicle access, traffic impact assessment and road connection will be assessed by staff through a technical review of the rezoning application

Off-Site Infrastructure

Existing dike infrastructure is located along the subject site's Dyke Road frontage on the north, (thin strip of land), along with western and southern portions of the subject site. Dike infrastructure related works and improvements will be assessed as part of the technical review of this rezoning application. Any required Dike infrastructure works, including but not limited to dike related land dedication and grade increases, will need to be addressed through the processing of the application.

Site Grading

The current site condition has grade differences that generally have a higher grade along the western edges of the subject site that slope to a lower grade along No. 2 Road to the east. The higher site grade is associated with existing Dike infrastructure on the western and southern edges of the site. The proposed development will need to consider infrastructure improvements that may include grade increases along Dyke Road resulting from required dike infrastructure works identified through the technical review of the rezoning application.

Public Correspondence Overview

Early mailed notification informing residents and property owners in the surrounding area of the subject application has been conducted. City staff have received approximately five phone calls and 12 email submissions as of the date of this report. A copy of the correspondence received to date is provided in Attachment 4.

A general overview of the comments and questions received includes:

- Residents requesting information about the proposal and rezoning process, and how to provide comments.
- Concerns and objections to the overall six-storey height and related massing of the project in relation to the surrounding height of existing developments.
- Concerns about impacts to existing views and sunlight/shadowing impacts from the proposed development.

- Transportation related comments and concerns about impacts from traffic generated from the proposed development, and concerns about the capacity of the existing road network to adequately support existing and proposed new traffic.
- Concerns about the proposed development's impact on existing on-street parking capacity, where existing uses and activities (existing daycares noted) already pose challenges to on-street parking in the surrounding neighbourhood.
- Concerns noted about existing trees and habitats located on-site and in neighbouring areas would be impacted by the proposed development.
- Concerns and comments about emergency services and response times for this proposed development.

Through the technical review of the application, the following items will be required and assessed in conjunction with rezoning processing:

- Site access and Traffic Impact Analysis.
- Shadow study.
- Site grading and elevations.
- Biophysical Inventory and Environmental Assessment.
- Arborists report.
- Review of servicing capacity, infrastructure and development of servicing requirements.
- Review by Richmond Fire Rescue.

All public correspondence received through the processing of the subject application will be considered by staff through the processing of the application and provided to Council in a future rezoning report.

Next Steps

Should Council endorse the recommendations of this report, the proposed change in OCP land use would be considered concurrently with the review of the rezoning application, and the input provided by Council will be used to inform the comprehensive and technical review of the application. City staff will then undertake a comprehensive technical review of the rezoning application and will engage with appropriate external stakeholders in accordance with the City's OCP Bylaw Preparation Consultation Policy (Policy 5043). Developer-led community engagement and consultation are anticipated and will include appropriate public notification.

Following City staff's review of the proposal and public input received, the project and associated bylaws will be forwarded to Council for formal consideration. Should Council grant first reading of the associated bylaws, a Public Hearing would be required, given an OCP amendment is proposed.

Financial Impact

None.

Conclusion

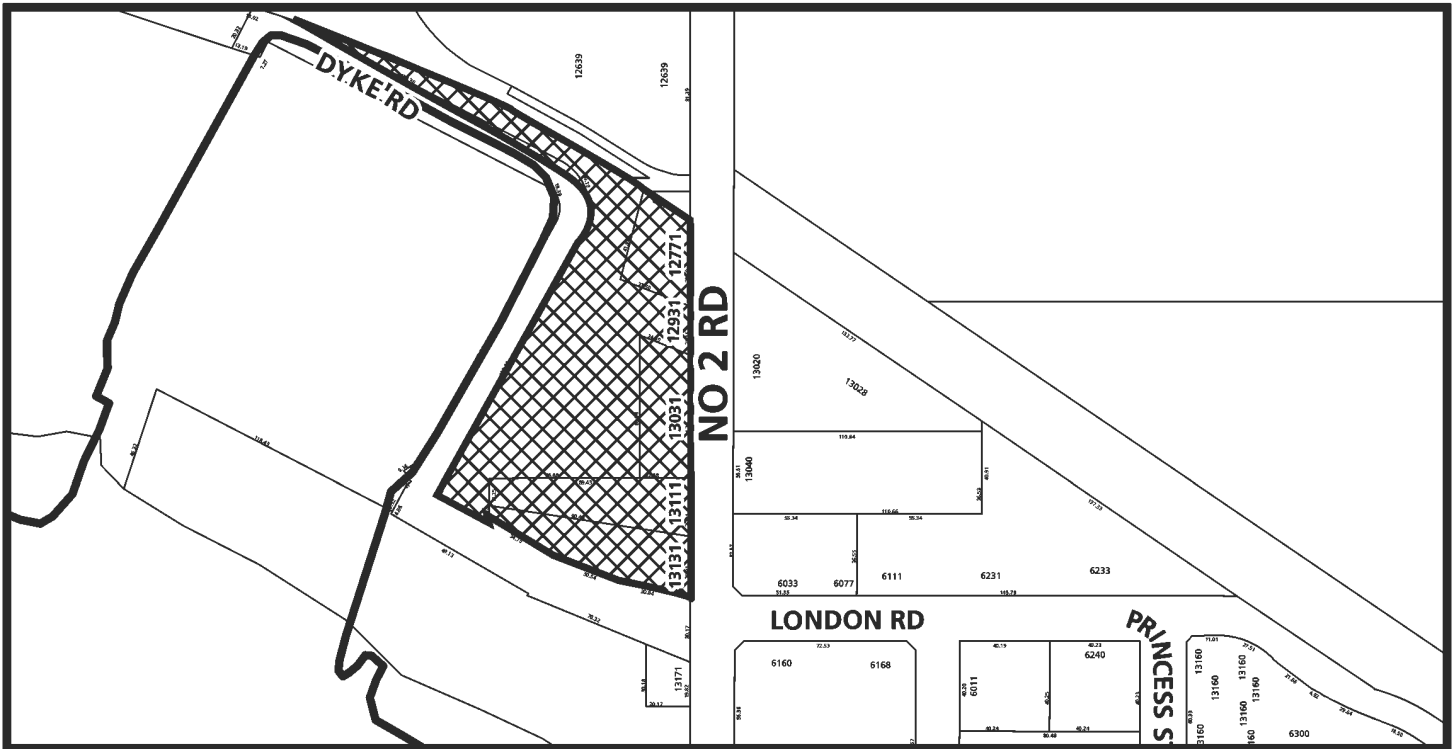
This report was prepared to provide information on a proposed rezoning application for a commercial and residential mixed-use development at 13131, 13111, 13031, 12931 and 12771 No. 2 Road. This proposal also requires an amendment to the OCP (Schedule 1 and Schedule 2.4 – Steveston Area Plan). The early input of Council is sought on the proposed development in accordance with Council's direction, and will inform City staff's detailed review of the subject application



Kevin Eng
Planner 3
(604-247-4626)

KE:cas

- Att. 1: Location Map
2: Preliminary Site Plan Drawings
3: OCP (Schedule 2.4) – Steveston Waterfront Neighbourhood Land Use Map
4: Public Correspondence Received



RZ 25-009451

PLN - 47

Original Date: 03/20/25
Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 25-009451

PLN - 48

Original Date: 03/20/25
Revision Date:

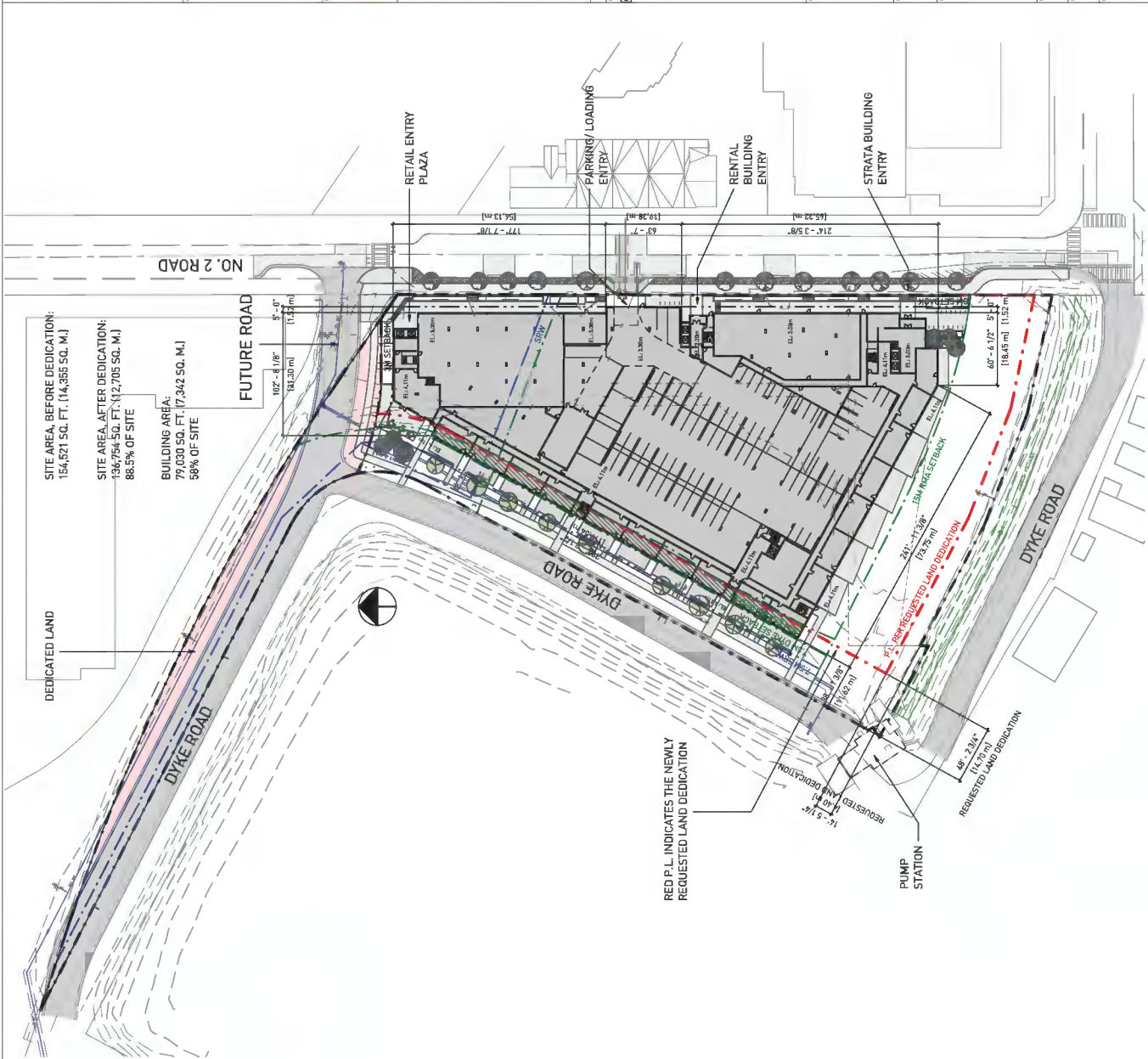
Note: Dimensions are in METRES

SITE SUMMARY	
AREA	AREA (hectares)
TOTAL SITE AREA	154,521 SF
MINUS ROAD DEDICATION (ESTIMATE)	17,765 SF
NET SITE AREA	136,756 SF

DEVELOPMENT SUMMARY	
ZONE	ALLOWABLE
PSR	IL
ALLOWABLE AREA	1,00 PSR
FOOTPRINT	136,756 SF
LOT COVERAGE	21,353 SF
BUILDING HEIGHT	9,332 m ² (7,442 m ²)
NUMBER OF STOREYS	58%
SETBACKS	27.3m
	6
	3.0m
	11.62m
	3.0m

PROGRAMMING SUMMARY					
	AREA (GROSS)	EXCLUSIONS	AREA (NET)	PSR	COMMENTS
COMMERCIAL					
RETAIL G.U. #1	11,127 SF	0 SF	11,127 SF	0.09 PSR	
RETAIL G.U. #2	943 SF	0 SF	943 SF	0.01 PSR	
RETAIL G.U. #3	6,000 SF	0 SF	6,000 SF	0.05 PSR	
SUB-TOTAL	18,070 SF	0 SF	18,067 SF	0.14	
RESIDENTIAL					
RESIDENTIAL 1ST FLOOR	1,771 m ²	0 m ²	1,771 m ²	PSR	
RESIDENTIAL 2ND FLOOR	18,336 SF	1,602 SF	16,734 SF	0.12 PSR	
RESIDENTIAL 3RD FLOOR	40,598 SF	1,778 SF	38,820 SF	0.29 PSR	
RESIDENTIAL 4TH FLOOR	40,598 SF	1,778 SF	38,820 SF	0.28 PSR	
RESIDENTIAL 5TH FLOOR	40,598 SF	1,775 SF	38,823 SF	0.28 PSR	
RESIDENTIAL 6TH FLOOR	40,598 SF	1,775 SF	38,823 SF	0.28 PSR	
ROOFTOP	1,000 SF	0 SF	1,000 SF	0.01 PSR	
RESIDENTIAL SUB-TOTAL	206,625 SF	8,174 SF	198,452 SF	1.41	
OCCUPIED SPACE SUB-TOTAL	18,067 SF	790 m ²	17,886 m ²		
	213,067 SF	6,174 SF	211,833 SF	1.55	
	20,411 m ²	790 m ²	19,527 m ²		

RELIEF	79,924 SF	79,924 SF	0 SF	0.00 PSR
FLAT	41,071 SF	41,071 SF	0 SF	0.00 PSR
POLE	60,094 SF	60,094 SF	0 SF	0.00 PSR
POLE	181,869 SF	181,869 SF	0 SF	0.00
POLE	16,886 SF	16,886 SF	0 m³	
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CONTRACTOR

FORMSIS ARCHITECTURE

200-71 Columbia Street
Vancouver, BC V6A 2S5
Canada
formsis.ca

JIM PATTISON DEVELOPMENTS

2416

27 ISSUED FOR REVIEW FEB 27, 2025

NO. 2 ROAD

12901-13131 No. 2 Road, Richmond, BC

SITE PLAN

LOCATION: RICHMOND, BC

DATE: FEB 27, 2025

SCALE: 1:500

A150

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GFA - B1		FLOOR AREA
		(SQ. FT.)
		(SQ. M.)
NAME		
B1 LEVEL	79,994 sq'	7,425.23 m ²

PARKING SCHEDULE, PER TYPE	
TYPE	COUNT
COMMERCIAL	
ACCESSIBLE	1
ACCESSIBLE VAN	1
LOADING Medium-Size	1
SMALL	33
STANDARD	26
RESIDENTIAL	
ACCESSIBLE	62
ACCESSIBLE VAN	4
LOADING Medium-Size	2
LOADING Small-Size	1
SMALL	133
STANDARD	222
TOTAL	383

PARKING SCHEDULE, PER LEVEL	
LEVEL	COUNT
COMMERCIAL	
LEVEL B1	ACCESSIBLE 1
LEVEL B1	ACCESSIBLE VAN 1
LEVEL B1	SMALL 33
LEVEL B1	STANDARD 26
RESIDENTIAL	
LEVEL B1	ACCESSIBLE 62
LEVEL B1	ACCESSIBLE VAN 4
LEVEL B1	SMALL 133
LEVEL B1	STANDARD 222
COMMERCIAL	
LEVEL 1, DYKE	LOADING Medium-Size 1
LEVEL 1, DYKE	LOADING Small-Size 1
LEVEL 1, DYKE	SMALL 30
LEVEL 1, DYKE	STANDARD 54
RESIDENTIAL	
LEVEL 2	ACCESSIBLE 2
LEVEL 2	SMALL 46
LEVEL 2	STANDARD 66
TOTAL	425

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DEVELOPMENT'S

100-211 Columbia Street
Vancouver, BC, V6A 2R5
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armosia.ca

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PROJECT NO. 2 R
12931-13131 No. 2 R

LEVEL 1 PLAN

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FEB 27, 2025

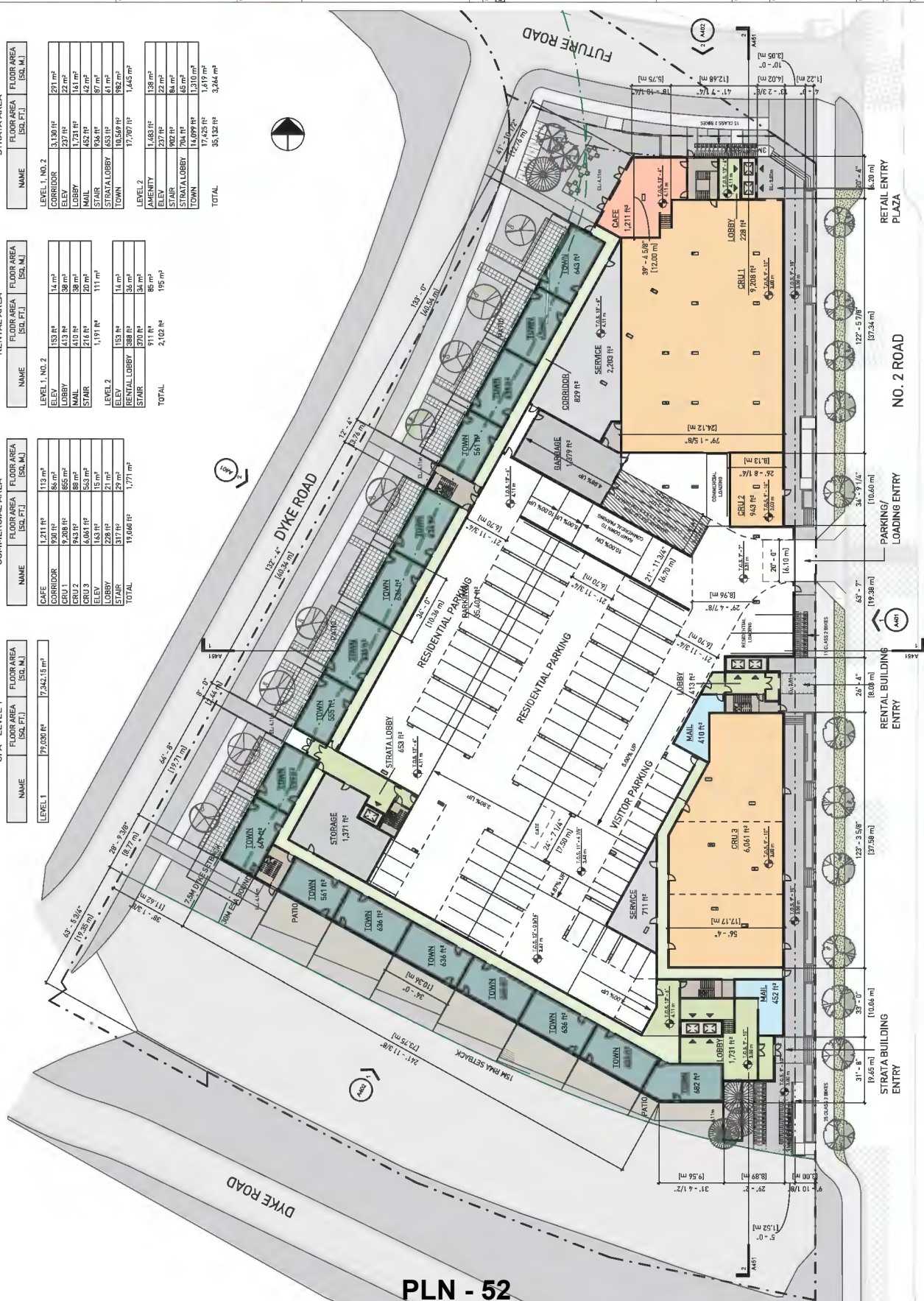
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STRATA AREA		
NAME	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 1, NO. 2		
CORRIDOR	3,130 ft ²	291 m ²
ELEV	337 ft ²	32 m ²
LOBBY	1,731 ft ²	161 m ²
MAIL	452 ft ²	42 m ²
STAIR	934 ft ²	87 m ²
STREET LOBBY	453 ft ²	41 m ²
TOWN	10,549 ft ²	982 m ²
	17,007 ft ²	1,445 m ²
LEVEL 2		
ENTRY	1,483 ft ²	138 m ²
ELEV	227 ft ²	21 m ²
STAIR	907 ft ²	84 m ²
STREET LOBBY	704 ft ²	65 m ²
TOWN	14,099 ft ²	1,310 m ²
	17,325 ft ²	1,619 m ²
TOTAL	35,332 ft ²	3,244 m ²

RENTAL AREA		
NAME	FLOOR AREA [SQ. FT.]	FLOOR AREA [SQ. M.]
LEVEL 1, NO. 2		
ELEV	153 m²	14 m²
LOBBY	413 m²	38 m²
MAIL	410 m²	38 m²
STAIR	216 m²	20 m²
	1,191 m²	111 m²
LEVEL 2		
ELEV	153 m²	14 m²
LOBBY	380 m²	35 m²
STAIR	377 m²	34 m²
	911 m²	85 m²
TOTAL	2,102 m²	195 m²

COMMERCIAL AREA		
NAME	FLOOR AREA [SQ. FT.]	FLOOR AREA [SQ. M.]
SAFE	1,211 ft ²	113 m ²
CORRIDOR	930 ft ²	86 m ²
CRU 1	9,208 ft ²	855 m ²
CRU 2	943 ft ²	88 m ²
CRU 3	6,061 ft ²	563 m ²
ELEV	163 ft ²	15 m ²
LOBBY	228 ft ²	21 m ²
STAIR	317 ft ²	29 m ²
TOTAL	19,640 ft ²	1,771 m ²

GFA - LEVEL 1		
NAME	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 1	79,030 ft²	7,342.15 m²



PLN - 52

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A212

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**JIM PATTISON
DEVELOPMENTS**

**Formosis
Architecture**

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GFA - STRATA

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
-------	-------------------------	------------------------

LEVEL 3	23,433 ft ²	2,177.81 m ²
PODIUM	23,433 ft ²	2,177.81 m ²
LEVEL 5	23,433 ft ²	2,177.81 m ²
LEVEL 6	23,433 ft ²	2,177.81 m ²
TOTAL	93,732 ft ²	8,708.03 m ²

GFA - RENTAL

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
-------	-------------------------	------------------------

LEVEL 3	17,165 ft ²	1,594.66 m ²
PODIUM	17,165 ft ²	1,594.66 m ²
LEVEL 5	17,165 ft ²	1,594.66 m ²
LEVEL 6	17,165 ft ²	1,594.66 m ²
TOTAL	68,659 ft ²	6,378.65 m ²

UNIT MIX, STRATA BUILDING

NAME	COUNT	AREA
------	-------	------

A1	16	488 ft ²
A2	8	488 ft ²
A3	4	488 ft ²
B1	44	535 ft ²
B2	44	535 ft ²
B3	4	535 ft ²
C1	16	819 ft ²
C2	16	819 ft ²
C3	1	825 ft ²
C4	3	962 ft ²
D5	4	1,008 ft ²
D6	4	1,064 ft ²
D7	3	1,070 ft ²
TOTAL	115	

UNIT MIX, RENTAL BUILDING

NAME	COUNT	AREA
------	-------	------

A1	16	488 ft ²
A2	8	488 ft ²
A3	4	488 ft ²
B1	44	535 ft ²
B2	44	535 ft ²
B3	4	535 ft ²
C1	16	819 ft ²
C2	16	819 ft ²
C3	1	825 ft ²
C4	3	962 ft ²
D5	4	1,008 ft ²
D6	4	1,064 ft ²
D7	3	1,070 ft ²
TOTAL	115	



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DEVELOPMENTS**

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Architecture

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Vancouver, BC V6A 2S5
604.681.1111
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2416

27 ISSUED FOR PERMITTING FEB 27, 2025

2416

PROJECT
12951-1313 No. 2 Road, Richmond, BC

LEVEL 4-4 PLAN

LOCATION
RICHMOND, BC

DATE
FEB 27, 2025

A214

GFA - RENTAL

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 3 (PODIUM)	17,165 sq'	1,594.66 m ²
LEVEL 4	17,165 sq'	1,594.66 m ²
LEVEL 5	17,165 sq'	1,594.66 m ²
LEVEL 6	17,165 sq'	1,594.66 m ²
TOTAL	68,659 sq'	6,378.65 m ²

UNIT MIX, RENTAL BUILDING

NAME	COUNT	AREA
A4	8	1,465 sq'
A5	4	1,465 sq'
B2	44	5,355 sq'
B3	4	5,355 sq'
C7	16	8,119 sq'
C8	1	8,225 sq'
C9	3	1,962 sq'
D5	4	1,000 sq'
D6	4	1,964 sq'
D7	3	1,070 sq'
	91	

GFA - STRATA

LEVEL	FLOOR AREA (SQ. FT.)	FLOOR AREA (SQ. M.)
LEVEL 3	23,433 sq'	2,177.81 m ²
LEVEL 4	23,433 sq'	2,177.81 m ²
LEVEL 5	23,433 sq'	2,177.81 m ²
LEVEL 6	23,433 sq'	2,177.81 m ²
TOTAL	93,732 sq'	8,708.03 m ²

UNIT MIX, STRATA BUILDING

NAME	COUNT	AREA
A1	16	1,465 sq'
A2	8	1,465 sq'
A3	4	1,465 sq'
B1	44	5,355 sq'
C1	4	8,641 sq'
C2	4	1,977 sq'
C3	4	1,914 sq'
C4	8	890 sq'
C5	4	864 sq'
C6	4	1,008 sq'
D1	4	1,052 sq'
D2	4	1,075 sq'
D3	4	1,175 sq'
D4	3	1,072 sq'
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PLN - 55

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Vancouver, BC V6A 2S5
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2416
27 ISSUED FOR REVISION
FEB 27, 2025

PROJECT
NO. 2 ROAD
12921-1313 No. 2 Road, Richmond, BC

LOCATION
RICHMOND, BC

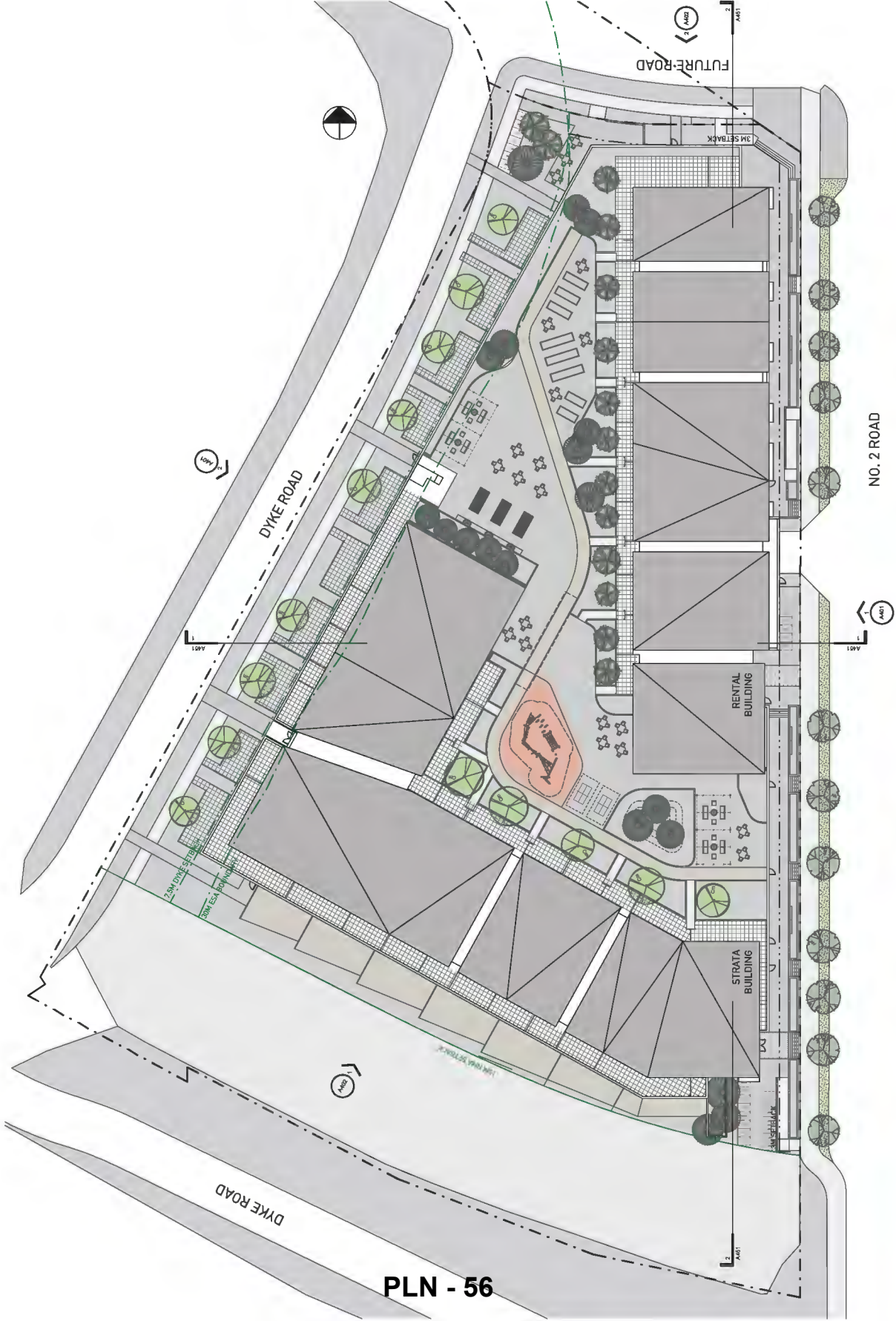
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1:250

REVISION
A215

ROOF PLAN

PLN - 56



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Journal of Internal Medicine 247: 103–110

6. *Journal of the American Medical Association*, 2000; 283: 2689-2696.



**JIM PATTISON
DEVELOPMENTS**

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Architecture

200-211 Columbia Street
Vancouver, BC, V6A 2B5
604-686-7582
armstrong.ca

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— **ARMING INC., INC.**

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NO. 2 ROAD
2931-13131 No. 2 Road, Richmond, BC
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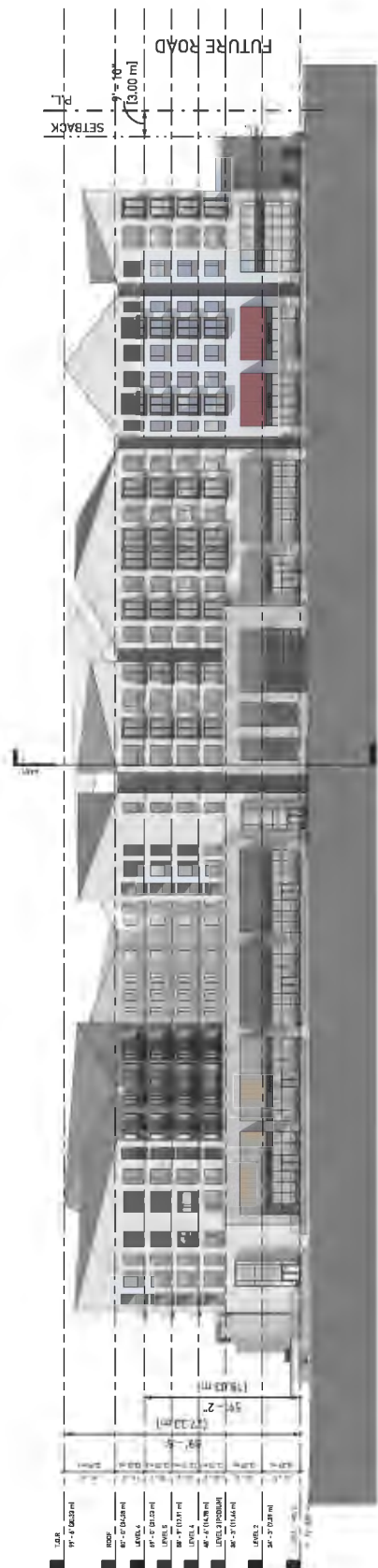
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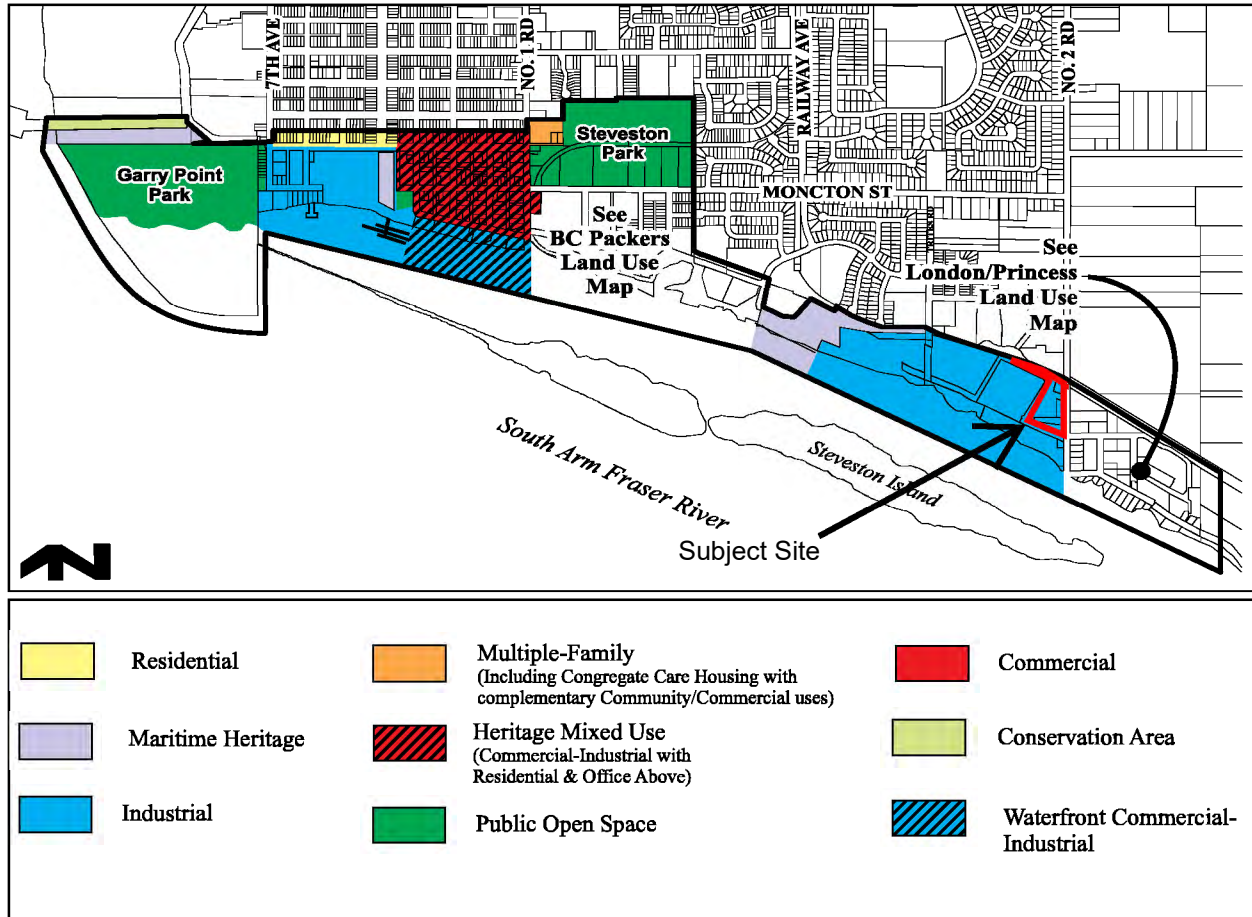
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1 : 250



② NORTH-WEST, DYKE ELEVATION 1.250

PLN - 57

Steveston Waterfront Neighbourhood Land Use Map

Bylaw 10371
2022/12/19

From: Savannah Jularbal
To: Day, Carol; Eng, Kevin
Subject: Application RZ 25-009451 Steveston
Date: April 30, 2025 4:15:11 PM

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To Carol Day- Richmond City Councillor
 Kevin Eng- Richmond City Planning and Development,

I am writing this letter of concern regarding the proposed rezoning and development in Steveston on No. 2 Road (Application # RZ 25-009451). The proposed development includes a 6 story complex with 223 apartment units. The size and scale of this development would negatively impact the neighbourhood to a great extent. This includes:

1. Increased strain on emergency response personnel
2. Increased traffic on No. 2 road
3. Increased noise and pollution
4. Increased demand on street parking
5. Eyesore in the architectural character of historic Steveston.

As an emergency nurse married to a local firefighter, we have genuine concerns that increasing the population and putting a very large building in this small area would lead to increased need for more than 2 firetrucks leading to delayed response time of over 10 minutes for the second in unit. Firehall 2 is staffed with 1 engine and 1 rescue truck. Above 4 storeys is considered high rise and requires 2 engine trucks to quickly respond. A population growth of that size would lead to more medical calls and strain on the local first responders in the area.

Increased vehicle traffic on No. 2 would severely and negatively impact residents on No. 2 that must turn left to leave the neighbourhood everyday. Adding multiple vehicles to the already busy single-lane street would lead to increased traffic and safety risk to the many elderly, children, cyclists and animals that call this area home. Street parking is already limited for surrounding homes and businesses; this would increase with a large population growth.

Due to our high stress jobs and desire to start a family we chose this area to purchase a home because it is safe, quiet, clean and peaceful. There are sounds of birds, frogs and views of the beautiful dyke. There is active and happy wildlife. The thought of having a 6 story massive complex with over 220 units of more people is severely disheartening to us and to the neighbourhood. We purchased property in this area because of what Steveston is.

We understand the need for more housing and need for growth, however, please consider setting standards and size limits on this area like there is for downtown Steveston. A large boost in population on existing infrastructure would negatively impact the charm, safety, environment and history of this small Steveston neighbourhood.

Thank you very much for your consideration,
 Savannah Jularbal

From: [Luke Rogalsky](#)
To: [Eng, Kevin](#)
Cc: [Kelli](#); [Day, Carol](#)
Subject: Re: Application RZ 25-009451
Date: April 25, 2025 8:14:35 PM

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Thanks Kevin! To be frank, we'd rather see this lot acquired by the city and turned into green space, but we realize this is not likely with Pattison's thirst for profit and the general need for more housing. Having said that, I believe the municipality of North Vancouver traded some real estate to acquire Pattison's family home lot, so maybe there is something there?

In any case, if a development of some kind must nice forward, we appreciate you taking our feedback into consideration and look forward to your further responses.

Cheers,
Luke

On Fri, Apr 25, 2025 at 3:32 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Luke and Kelli,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Furthermore, I'm currently looking into your questions and will provide a response when I am able.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Luke Rogalsky <luke.rogalsky@telus.net>
Sent: Tuesday, April 22, 2025 8:54 AM
To: Day,Carol <CDay@richmond.ca>; Eng, Kevin <KEng@richmond.ca>
Cc: Kelli <kellistevenson@gmail.com>
Subject: Application RZ 25-009451

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hi Carol and Kevin,

I hope you are both well! We are owners in the Nautica South building ([12639 No. 2 Rd.](#)), Our unit is on the ground floor of the south side of the building, so we have some stunning views of the harbour, Shady Island, and the very tall trees on the residential lot that borders the Jimmy Pattison-owned lot that is proposed for rezoning and development.

We have two primary concerns about the rezoning proposal:

1. Since development started along the river in the late 90s, there has always been a 4-storey limit to new buildings. Allowing a 6-story development would be out of line with neighborhood aesthetics and the expectation of all residents when we purchased our homes. Is there a 4-story limit bylaw already in place that can limit this development's height before it even goes up for approval?

2. We are deeply concerned that we will lose the grove of very tall trees (I think they are cotton?) next to the proposed development. These trees provide a massive benefit to our neighborhood, both in terms of aesthetics, wildlife habitat, and even a windbreaker function for the homes on 2 Rd. and further east. Will these trees be affected by the development? Will there be anything in place to protect them?

Thanks for your responses.

Cheers,

Luke and Kelli

778-229-1435

From: [Luke Rogalsky](#)
To: [Day, Carol](#); [Eng, Kevin](#)
Cc: [Kelli](#)
Subject: Application RZ 25-009451
Date: April 22, 2025 8:54:25 AM

You don't often get email from luke.rogalsky@telus.net. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hi Carol and Kevin,

I hope you are both well! We are owners in the Nautica South building (12639 No. 2 Rd.), Our unit is on the ground floor of the south side of the building, so we have some stunning views of the harbour, Shady Island, and the very tall trees on the residential lot that borders the Jimmy Pattison-owned lot that is proposed for rezoning and development.

We have two primary concerns about the rezoning proposal:

1. Since development started along the river in the late 90s, there has always been a 4-storey limit to new buildings. Allowing a 6-story development would be out of line with neighborhood aesthetics and the expectation of all residents when we purchased our homes. Is there a 4-story limit bylaw already in place that can limit this development's height before it even goes up for approval?
2. We are deeply concerned that we will lose the grove of very tall trees (I think they are cotton?) next to the proposed development. These trees provide a massive benefit to our neighborhood, both in terms of aesthetics, wildlife habitat, and even a windbreaker function for the homes on 2 Rd. and further east. Will these trees be affected by the development? Will there be anything in place to protect them?

Thanks for your responses.

Cheers,
Luke and Kelli
778-229-1435

From: [Roy Oostergo](#)
To: [Eng. Kevin](#)
Subject: feedback re RZ 25-009451
Date: April 14, 2025 10:12:34 AM

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Kevin, thanks for the opportunity to review the above-noted rezoning submission package last week. As a resident of the London Landing area, I wish to provide the following feedback.

1. The land in question should remain as Light Industrial (IL) and not be permitted to be rezoned as requested. Richmond needs to preserve its dwindling industrial lands, and this property appears to be one of the last remaining parcels available to support Richmond's crucial marine industry in this area.

The proponent's previous proposal for a self-storage facility supported that industrial goal to some degree, however the plan as presented was too large and did not appropriately allow for design, access and traffic concerns to better suit the surrounding neighbourhood. It appears that the proponent's response to the neighbourhood feedback to that proposal is to return with a worse and larger one.

2. The proposed 6-storey development is simply too large and inconsistent with long-held planning principles for the Steveston and London Landing areas:

- no structure has been approved of this height, with 4-storey massing, being the typically approved maximum for the Village and surrounding areas
- the surrounding structures of 3 and 4 storeys will be dwarfed by the proposed building
- the City should likely anticipate a lawsuit from Onni given the City's steadfast refusal to grant higher density and height for their waterfront development

3. The proposed development will make an already-bad traffic situation worse, adding too many vehicles:

- since the improvements to the dyke between Dyke Road and No. 3 Road, traffic has increased substantially, especially on warm and sunny days. While the popularity of the dyke is positive, the resulting increase in traffic volume, speed and noise is a concern that stands to only get worse with such a large proposed development.
- the existing crosswalks, 3-way and 4-stops in the immediate area already add hazard, noise and congestion
- the City recently approved a plan to add speed humps in this area and reduce the speed limit to 30km, from just north of the subject site and south to London Farm, recognizing the current problems with speed and congestion
- In the section of No. 2 Road from Steveston Hwy in the north, and south to London Road, features the following issues:
 - only 2-lane traffic only from Steveston Hwy south to London Road. No opportunity for enlargement given the recent development of the multi-use pathway.

reduction in width just north of the subject site, providing a further narrowed driving experience, hampered by on-street parking and related pedestrian crossings.

- a solid yellow line for the entire stretch of road. Traffic comes to a halt for every bus, delivery vehicle and moving truck that stops temporarily on No. 2 Rd. The instance of delivery trucks stopping in the lane has increased with the popularity of online shopping services.
- several daycare and school (Montessori, music) operations at the corner of Steveston and No. 2, midway between Moncton and Andrews Rd., and within the London Landing neighborhood on London and Dyke roads. Traffic increases dramatically and often backs up onto No. 2 every morning and afternoon as families deliver and pick up their children.
- the proposed commercial uses are not needed, nor sustainable. As residents of this neighborhood for the past 9 years, we have witnessed a steady turnover of commercial operations that simply could not sustain operations given the constraints of the neighborhood (market, access, traffic, remoteness). The area does not need any more vacant storefronts or schools.

In summary, I urge City Planning and Council to deny the proponent's application early on and to urge them to return with a smaller, more respectful development suitable for the neighborhood and marine industry, and within the existing IL zoning.

Thank you
Roy Oostergo
503-6168 London Road

From: [joan LeDrew](#)
To: [Eng, Kevin](#); [Day,Carol](#)
Subject: Re: File: RZ 25-009451
Date: April 2, 2025 7:56:18 AM

You don't often get email from joanmledrew@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello Mr Kevin Eng,
Thank you for acknowledging receiving the letter I wrote.regarding File:RZ 25-009451 and thank you for the editing. It is succinct !

Sincerely
Joan LeDrew
12639 No 2 road Richmond BC

On Tue, Apr 1, 2025 at 11:26 AM Eng, Kevin <KEng@richmond.ca> wrote:

Hello Joan,

Thank you for your email and submitted correspondence, which have been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: joan LeDrew <joanmledrew@gmail.com>

Sent: Sunday, March 30, 2025 6:09 PM

To: Eng, Kevin <KEng@richmond.ca>; Day,Carol <CDay@richmond.ca>; DevApps

<DevApps@richmond.ca>

Subject: File: RZ 25-009451

Some people who received this message don't often get email from joanmledrew@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello Mr Kevin Eng and Ms Carol Day Please read the attachment regarding FILE RZ 25-009451

I am very concerned about the rezoning application put forward by Jim Pattison Developments. Months ago he asked to put a large storage facility in the quiet

walkable, residential community which would have been an detrimental addition to the community with its large security lighting and again an inappropriate addition to the

Richmond Community residents of this area. Many neighbours were delighted that the storage facility did not get built..

March 29th 2025 I received a rezoning notice for the same properties requesting a High density 6 story building housing 223 units. Again an inappropriate addition for

our Steveston area/Richmond community.

I am not against redeveloping these addresses, but the development company needs to find a better project that fits within the OCP and complements the architectural

character of the Hamlet in Richmond south of Andrews road On No 2 Road. The developer, I believe, with two development attempts is not considering the neighbourhood at all.

Thank you for your consideration,

Sincerely

Joan LeDrew

From: d-jforan@shaw.ca
To: [Eng, Kevin](#)
Subject: Rezoning Application RZ 25-009451
Date: April 29, 2025 10:03:55 AM

[You don't often get email from d-jforan@shaw.ca. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

We wish to register our opposition to the above captioned proposed development. Our objection is based upon the size of the proposed building:

1. The architectural character of the area currently does not exceed four stories;
2. The traffic associated with the proposed 6 story, 223 unit building and related commercial space is expected to overwhelm the streets in the area, particularly Dike Road which is narrow and cannot be widened;
3. On-street parking is currently fully utilized most of the day on No.2 Road. The addition of visitors to the proposed building and particularly to the related commercial space will far exceed the capacity of the streets in the area.

Thank you for your consideration in this matter.

Donald and Jeanne Foran
102 - 12639 No.2 Road
Richmond

Sent from my iPad

From: [Robin Todd](#)
To: [Day,Carol](#); [Eng, Kevin](#)
Subject: APPLICATION RZ 25-009451
Date: April 25, 2025 10:36:26 AM

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Carol, Ken

Since 2007 I have supported you and your council team, but this application has changed my mind to continue my support.

Hopefully the volume of dismay about a 6 story condo application, with added routing onto #2 road does not fall on deaf ears.

I understand the power of Jimmy Patterson Group and what they have done for the City of Richmond, as well as Vancouver... BUT

A 60 ft building (!) with 223 units, approx. 400+ cars introduced to this tranquil area is beyond worthwhile understanding.

It will be disruptive to adjacent neighbours (reduced sun light),and it will add long waits to traffic light at Moncton, not to mention streams of cars up and down # 2rd and East Dyke where dogs walkers, wild life, wildfowl and VOTING citizens enjoy peacefully.

I beg you re-consider this monstrous development, for the sake of the thousands of voters living in this area,

What happened to the Storage site initial site? Why must the road from East Dyke be extended to #2 road, where cars forced to wait (line up) will block of hundreds of residents wishing to depart their residences timely.

Is Patterson Group that powerful to persuade Richmond council to consider their change from original plan.

The neighbours I have talked to will not vote for you and your council if you bow to Paterson Group's demand (campaign pressure?).

We will imagine you've been persuaded by favoring his local donations, more so than listening to hundreds of residents you are greatly impacting.

I do not trust you will make the right course of action down here, **please prove me wrong.**

Sincerely,

Robin Todd

#403-12639 No 2 road (Steveston) Richmond

From: [Gayle Scarrow](#)
To: [Eng, Kevin](#)
Subject: Re: Rezoning Application File RZ 25-009451
Date: April 17, 2025 3:55:48 PM

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Thank you, Kevin. We appreciate your replying and knowing our considerations will be seen by Council.

All the best,
Randy and Gayle

On Thu, Apr 17, 2025 at 12:14 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Gayle and Randy,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: DevApps <DevApps@richmond.ca>
Sent: Monday, April 14, 2025 12:15 PM
To: Eng, Kevin <KEng@richmond.ca>
Cc: DevApps <DevApps@richmond.ca>
Subject: FW: Rezoning Application File RZ 25-009451

Hi Kevin,

Forwarding public correspondence for your RZ 25-009451 application at 13131, 13111, 13031, 12931 & 12771 No 2 Road.

Thanks,

Hope

From: Gayle Scarrow <gdscarrow@gmail.com>
Sent: April 14, 2025 12:12 PM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application File RZ 25-009451

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City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Good morning,

As residents who will be impacted by the rezoning and construction at the properties #13131, 13111, 13031, 12931, and [12771 No. 2 Road](#) (File RZ 25-009451), we feel the proposed development, as communicated to us through a Notice of Rezoning Application, should be reconsidered.

The proposed development is 6 stories and approximately 223 residential dwelling units with commercial floor at grade. Current residential dwellings and mixed residential/commercial buildings in this area are 4 stories.

We are not against a 4 story building at this location but the additional 2 stories of residential dwellings and the associated number of cars per dwelling would significantly increase the number of cars travelling on [No. 2 Road. No. 2 Road](#) in this area is one lane

each direction and has already experienced significantly increased traffic with past construction that has happened at the southeast end of No. 2 Road. Adding more dwellings and cars will only make this road more congested and difficult to access from the side streets.

We would also like to see a portion of the dwellings available as rentals for low income individuals and families. There are few too many options for these people in an increasingly expensive economy. Without requiring low income options in the building we are not addressing economic realities related to equity, diversity and inclusion.

Thank you for including our comments in our considerations for this rezoning application.

Regards,

Randy Fielding and Gayle Scarrow

[304 - 5800 Andrews Road](#)

[Richmond, BC](#)

From: [Eng, Kevin](#)
To: [Grace Campbell](#)
Subject: RE: RZ 25-009451
Date: April 10, 2025 12:19:00 PM

Hi Grace,

On-site parking will be provided as part of the proposal and will be contained in the parkade structure that is proposed as part of this development. This parkade will provide available parking stalls for the residential uses (including visitor parking) and commercial uses. The parkade (containing parking stalls for the residential and commercial uses) is proposed to be accessed from a driveway access from No. 2 Road. At this time, no at-grade parking on the subject development site is proposed.

I also wanted to let you know that your submitted correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Grace Campbell <graceannecampbell@gmail.com>

Sent: Wednesday, April 9, 2025 2:18 PM

To: Eng, Kevin <KEng@richmond.ca>

Cc: DevApps DevApps@richmond.ca

Subject: Re: RZ 25-009451

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello Kevin,

Thank you very much for your prompt response, I appreciate it. Will there be at-grade visitor parking provided by the new development off No 2 Road then, accessed through the same drive aisle as the residential parkade? Street parking is of great concern all over the place, but especially in the London Landing area, where there are five childcare centres in a single block that all have similar pick-up and drop-off times and cause quite a bit of congestion at the south end of No 2 Road and west end of London Road. Street parking is very valuable in this small community so I hope this is considered throughout the application process.

Thank you,

Grace

On Tue, Apr 8, 2025 at 12:31 PM Eng, Kevin <KEng@richmond.ca> wrote:

Hi Grace,

Thanks very much for your email with questions about the proposal.

Responses are provided below (red text). Please note that my responses are preliminary and subject to change as the rezoning application is processed.

The rezoning application was just recently submitted at the beginning of March 2025 – staff are in the early stages of review of the proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond

604-247-4626; keng@richmond.ca; www.richmond.ca

From: Grace Campbell <graceannecampbell@gmail.com>

Sent: April 7, 2025 1:05 PM

To: DevApps <DevApps@richmond.ca>

Subject: RZ 25-009451

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City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello,

I am a resident at 13040 No 2 Road across the street from the proposed rezoning for RZ 25-009451. I received the notice of rezoning application and I have a few questions:

- why can this site build 6 stories when no other building in the area is that tall?

The overall height and number of stories is based on the development proposal

submitted by the applicant. Height and overall massing will be assessed as part of the rezoning application, which will include a review of the other adjacent developments in the surrounding area.

- what is the proposal for the use of the commercial space? The commercial space at-grade (along the ground floor) will accommodate a wide range of commercial/retail activities and businesses. I don't have information about specific businesses at this time. The rezoning application and proposed zoning would determine the range of commercial uses that may be permitted in the subject proposal.
- will the permitted uses under this building's zoning be the same as the surrounding area? In regards to the project as a whole (which includes the residential component) – the proposal is for a mixed use development that includes a mix of commercial uses (ground floor) and residential uses. For the residential component, the type of residential uses in this proposal will consist of both apartment and townhouse units incorporated into the project, which would also need to take into account the inclusion of affordable housing and market rental housing into this project based on current City policies on this matter. The commercial component will likely include a range of uses as noted above. The zoning developed for the subject proposal will certainly have similarities with zoning that has been developed for surrounding areas, but there may be differences or specific parameters developed into the zoning for the current proposal based on the processing of the rezoning application.
- where will the parking for this building be accessed from, off No 2 road, or from the marina side lane? The proposed access to the on-site parking area for the subject development is currently being proposed from No. 2 Road.
- how much parking will be lost on No 2 road? Civil related frontage works along No. 2 Road are being reviewed through the processing of this rezoning application. Specific frontage improvements along No. 2 Road, proposed driveway access to the development proposal and specific impacts to on-street parking along No. 2 Road will be determined through the processing of the application.
- will any additional street parking be provided on the marina side of the site? I will have to confer with staff in other areas on this question (Transportation, Engineering, Community Bylaws). The west (and south) portion of Dyke Road also consists as part of the City's perimeter dike system. The Dike structure and surrounding area is being reviewed by City staff as part of this proposal to determine applicable required improvements and works to this infrastructure. Current parking regulations along this City owned road (Dyke Road) along with any future parking regulations through the processing of the rezoning application

(that will also need to take into account dike related infrastructure works and other civil infrastructure) will also need to be considered.

Thank you,

Grace Campbell

From: [Karin Will](#)
To: [Day, Carol](#); [Eng, Kevin](#)
Subject: Re: APPLICATION RZ 25-009451
Date: April 27, 2025 2:35:55 PM

[You don't often get email from karinwill@shaw.ca. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Dear Carol, Ken

I do not support the building proposed for the above mentioned site.

A 60 ft building with 223 units, approx. 400+ cars beyond understanding.

It will be disruptive to adjacent neighbours (reduced sun light),and it will add long waits to traffic light at Moncton, not to mention streams of cars up and down # 2rd and East Dyke where dogs walkers, wild life, wildfowl and VOTING citizens enjoy peacefully.

Please re-consider this development, for the sake of the thousands people living in this area.

Sincerely,

Karin Will

12639 No 2 road (Steveston) Richmond

From: [Steve Ward](#)
To: [Eng, Kevin](#)
Subject: Feedback Related to Rezoning Application RZ 25-009451.
Date: April 24, 2025 5:14:18 PM

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City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello Mr. Eng,

I'm writing to you with respect to the notice of rezoning application RZ 25-009451. The property is at No. 2 Road and London Road.

The current application seeks to build 223 units but only 1700 square feet of ground floor commercial space. In my view, this is very little commercial space when 223 units are being proposed. That said, my primary concerns are with the proposed number of units rather than the ratio of commercial space.

As I'm sure the City is aware, this section of No. 2 Road is already highly congested with traffic and has very limited parking. A six floor building with 223 units will not only significantly alter the aesthetic of the neighbourhood, it will create much more traffic on a narrow street that cannot be widened.

As the property is at the very south end of No. 2 Road the proposed building would exacerbate traffic the entire portion of No. 2 Road to London Road which is already very busy as its single lane.

Increasing the number of cars will only further encourage drivers to use Dyke Road in order to cut through the farmlands on Gilbert and No. 3 Road. All of these roads are currently very popular with cyclists, runners and walkers. I can't imagine the City would knowingly wish to increase traffic on those particular roads.

As I'm sure you are aware, the same developer recently requested rezoning of the property in order to build a two-story storage facility. I assume that application was either denied or the developer has decided this recent application will be more financially lucrative. Either way, there appears to be nothing in common between the two applications which leads me to believe the needs and wants of the neighbourhood are not any concern of the developer.

I can appreciate the developer is motivated, and entitled, to make a profit from this property but lack of concern for the neighbourhood makes me think the developer is motivated solely by maximizing profit. I'm not naive to the motivations of a corporation so that is why now is the time when City planners must step-up on behalf of local residents to protect the interests of the community as a whole and not just the financial interests of a single developer.

There are already three preschool facilities in the immediate vicinity. I would think that such a dramatic increase in traffic would pose an increased safety risk for small children.

I'll conclude by saying, I am not opposed to the land being developed for housing but six floors with 223 units is FAR too much to inject into this particular neighbourhood. If the City

sees fit to grant an application on the property for housing I would urge that it be MUCH smaller than the current proposal.

Thank you for your consideration.

Steve Ward

(604) 313-1771

From: [DevApps](#)
To: [Eng, Kevin](#)
Cc: [DevApps](#)
Subject: FW: Rezoning Application File RZ 25-009451
Date: April 14, 2025 12:14:49 PM

Hi Kevin,

Forwarding public correspondence for your RZ 25-009451 application at 13131, 13111, 13031, 12931 & 12771 No 2 Road.

Thanks,
Hope

From: Gayle Scarrow <gdscarrow@gmail.com>
Sent: April 14, 2025 12:12 PM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application File RZ 25-009451

You don't often get email from gdscarrow@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Good morning,

As residents who will be impacted by the rezoning and construction at the properties #13131, 13111, 13031, 12931, and 12771 No. 2 Road (File RZ 25-009451), we feel the proposed development, as communicated to us through a Notice of Rezoning Application, should be reconsidered.

The proposed development is 6 stories and approximately 223 residential dwelling units with commercial floor at grade. Current residential dwellings and mixed residential/commercial buildings in this area are 4 stories.

We are not against a 4 story building at this location but the additional 2 stories of residential dwellings and the associated number of cars per dwelling would significantly increase the number of cars travelling on No. 2 Road. No. 2 Road in this area is one lane each direction and has already experienced significantly increased traffic with past construction that has happened at the southeast end of No. 2 Road. Adding more dwellings and cars will only make this road more congested and difficult to access from the side streets.

We would also like to see a portion of the dwellings available as rentals for low income individuals and families. There are few too many options for these people in an increasingly expensive economy. Without requiring low income options in the building we are not addressing economic realities related to equity, diversity and inclusion.

Thank you for including our comments in our considerations for this rezoning application.

Regards,
Randy Fielding and Gayle Scarrow
304 - 5800 Andrews Road
Richmond, BC

From: [Gagan Mahal](#)
To: [Eng, Kevin](#)
Cc: [DevApps](#)
Subject: Re: Rezoning Application - RZ 25-009451
Date: April 2, 2025 10:26:04 AM

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Thanks Kevin.

I also would like to mention that 6 stories is too high for this area, especially being this close to the water.

I understand that the space will need to be used for something, but 6 stories high is too high.

Thank you kindly,

Gagan Mahal

On Apr 2, 2025, at 09:38, Eng, Kevin <KEng@richmond.ca> wrote:

Hi Gagan,

Thank you for your email correspondence, which has been received in relation to the referenced rezoning application proposal.

This correspondence will be provided to Council as part of their consideration of this rezoning application proposal.

Regards,

Kevin Eng

Senior Planner, Policy Planning Department, City of Richmond
604-247-4626; keng@richmond.ca; www.richmond.ca

From: G M <gaganmahal08@gmail.com>
Sent: April 1, 2025 9:15 AM
To: DevApps <DevApps@richmond.ca>
Subject: Rezoning Application - RZ 25-009451

You don't often get email from gaganmahal08@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City.

Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Hello there,

I received the rezoning application for location #13131, #13111, #13031, #12931 and # 12771 No. 2 road and rezoning this area is not appropriate for 223 residential units or any residence at all. There is only 1 major road (#2 road) in this area and this road is already congested without adding potentially 223 cars to the area. The space is very small, therefore the building will go upwards, and 6 floors is too high .

This lot should be rezoned into a park because we have 5 daycare centers in the area of (2 road and London Road/Dyke Road). These kids attending these daycares all live around this area, and use Trampoline park. When the kids start going to public school, they don't have a park to play at around their home. Trampoline park is for kids 5 and under, those who are 5+ to 14/15 don't have anywhere to play that is near this area. They would have to cross multiple roads with cars and cyclists to get to a park that frankly takes about 20-30 minutes to walk to.

This area of steveston does not need more residential units, they need a park where kids can skateboard, ride their bike, play on the grounds and be near their homes.

Thank you kindly,

--

Gagan Mahal



City of Richmond

Report to Committee

To: Planning Committee
From: Joshua Reis
Director, Development
Date: May 1, 2025
File: 08-4057-05/2025-Vol 01
Re: **Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 to Permit the City of Richmond to Secure Market Rental Units at 3420 Ketcheson Court**

Staff Recommendation

That Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Market Rental Units required by the Rezoning Application RZ 18-836123.

Joshua Reis
Director, Development
(604-247-4625)

Att. 1

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This report recommends that City Council give first, second and third readings to Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 to secure market rental units in the third phase (Phase 3) of the Polygon Talistar development at 3420 Ketcheson Court as required through the associated approved rezoning application (RZ 18-836123) (Attachment 1).

Polygon Talistar Homes Ltd. (Incorporation Number BC1167752; Directors Neil Chrystal and Robert Bruno) has applied to the City for a Development Permit (DP) (DP 23-020753), for Phase 3 of the Polygon Talistar four-phase development. The Phase 3 DP application is for a mixed-use, mixed tenure high-rise development including 17 market rental units. In accordance with the site-specific ZMU47 zoning and no development covenant registered on Title as part of the rezoning, prior to DP issuance, the applicant is required to enter into a Housing Agreement and register a Housing Covenant on Title to secure at least 17 market rental units having a habitable floor area of at least 1,202.63 m² as rental tenure in perpetuity.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

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

Strategic Direction #1: Expand Housing Choices

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

Strategic Direction #1: Use regulatory tools to encourage a diverse range of housing types and tenures.

Analysis

Phase 3 of the Polygon Talistar development is a high-rise development that includes strata residential units, market rental units, ground-floor commercial space and an above-ground parking structure.

Polygon Talistar Development

Richmond Zoning Bylaw 8500, Amendment Bylaw 10198, associated with rezoning application RZ 18-836123, was adopted by Council on June 12, 2023. As part of the rezoning, the overall development is required to provide at least 156 Low-End Market Rental (LEMR) units and 171 market rental units (120 market rental units in Phase 1 and 17 market rental units in each of the other phases). Prior to rezoning adoption, Housing Agreement bylaws were adopted for Phase 1 and Phase 2, and No-Development Covenants were registered on Title to the subject Phase 3 lot and the Phase 4 lot, requiring a Housing Agreement and Housing Covenant for each site for the provision of market rental units on each site. Phasing details are provided in Table 1 below.

Table 1: Polygon Talistar Rental Unit Phasing

Phase	Address	Description
Phase 1	3488 Ketcheson Court	DP 22-015851 was approved for a 100 per cent rental development, including 156 LEMR units and 120 market rental units in two six-storey buildings secured via Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437 and Housing Agreement (Market Rental) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10438.
Phase 2	3588 Ketcheson Road	DP 22-017484 was approved for a mixed tenure residential high-rise building, including 17 market rental units secured via Housing Agreement (Market Rental) (8791 Cambie Road/3600 Sexsmith Road) Bylaw No. 10439.
Phase 3	3420 Ketcheson Court (subject site)	DP 23-020753 application is under review for a mixed-use mixed tenure high-rise development, including 17 market rental units that are required to be secured by Housing Agreement and Housing Covenant in compliance with the existing No-Development legal agreement registered on Title.
Phase 4	3599 Ketcheson Road	A future DP is required and envisioned to be for a mixed tenure residential high-rise development, and the owner is required to provide 17 market rental units secured by a Housing Agreement and Housing Covenant in compliance with the existing No-Development legal agreement registered on Title.

Market Rental Units

The subject Phase 3 development will include at least 17 market rental units with a minimum habitable area of 1,202.63 m². Table 2 provides a summary of the unit mix. The market rental units are dispersed through the proposed development, and further details regarding the market rental units and other aspects of the proposed development will be provided as part of the future DP application staff report.

Table 2: Market Rental Unit Mix

Unit Type	Units	Basic Universal Housing (BUH)
Studio	-	-
1-Bedroom	35% (6 units)	100%
2-Bedroom	65% (11 units)	100%
3-Bedroom	-	-
Total	100% (17 units) (1,243 m²)	100%

Note: The unit mix may change through the DP process, provided the noted minimums are upheld.

The Housing Agreement for the market rental units sets rent limits at market rates. In the context of any future stratification of the development, the Agreement provides that all market rental units must be maintained under a single ownership and that tenants are to be provided unrestricted access to common recreational amenities and common transportation facilities.

Existing Legal Encumbrances

There is a No-Development Covenant that was registered on Title through the rezoning application requiring a Housing Agreement to secure the provision of 17 market rental units (charges CB624843 to CB624844). The existing No-Development Covenant may be discharged from Title after the subject Housing Agreement bylaw is adopted and the associated Housing Covenant is registered on Title.

Financial Impact

None.

Conclusion

The Housing Agreement bylaw will secure 17 market rental units in Phase 3 of the Polygon Talistar redevelopment located at 3420 Ketcheson Court in perpetuity, in accordance with the rezoning and objectives of the Official Community Plan.

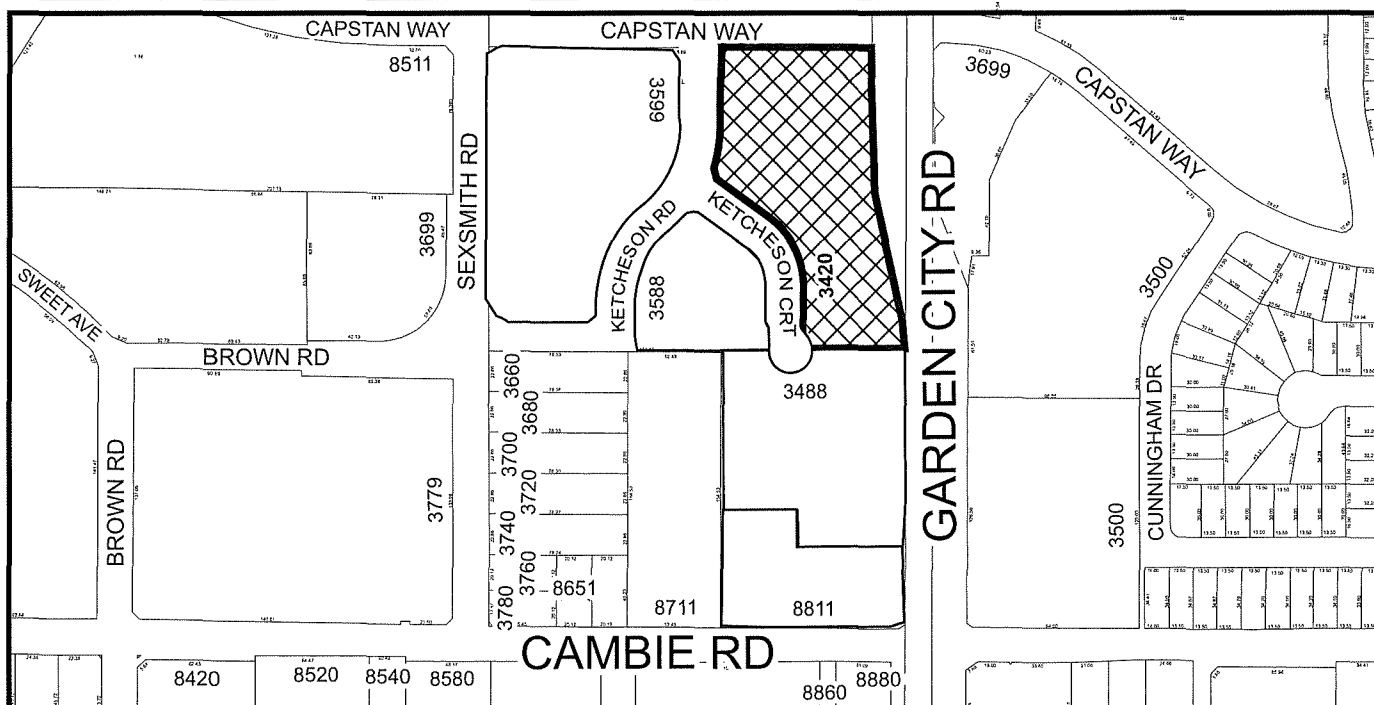
It is recommended that Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672 be introduced and given first, second and third readings.

Sara Badyal

Sara Badyal, M. Arch, MCIP, RPP
Program Manager, Housing
(604-276-4282)

SB:js

Att. 1: Location Map



3420 Ketcheson Court

Note: Dimensions are in METRES

~~PLN - 90~~



**Housing Agreement (Market Rental Housing)
(3420 Ketcheson Court) Bylaw No. 10672**

The Council of the City of Richmond enacts as follows:

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

P.I.D. 031-966-080

Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan
EPP120534

2. This Bylaw may be cited as **“Housing Agreement (Market Rental Housing) (3420 Ketcheson Court) Bylaw No. 10672”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
SB
APPROVED for legality by solicitor <i>LH</i>

MAYOR

CORPORATE OFFICER

Bylaw 10672

Schedule A

To Housing Agreement (Market Rental Housing)
(3420 Ketcheson Court) Bylaw No. 10672

HOUSING AGREEMENT BETWEEN
POLYGON TALISTAR HOMES LTD. AND CITY OF RICHMOND

HOUSING AGREEMENT – MARKET RENTAL HOUSING
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 14th day of April, 2025,

AMONG:

POLYGON TALISTAR HOMES LTD. (Incorporation No. BC1167752), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 900 – 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental 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:

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

- (a) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (c) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **“CCAP”** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (e) **“City”** means the City of Richmond;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (h) **“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;
- (i) **“Daily Amount”** means \$100.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021, 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;
- (j) **“Development”** means that portion of the mixed-use, mid-rise and high-rise development contemplated by the Rezoning to be constructed on the Lands;
- (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof, and includes Development Permit Application No. 23-020753;
- (l) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate;

- (m) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (n) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (o) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (p) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) **“Lands”** means the lands and premises legally described as PID: 031-966-080, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (s) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) **“LTO”** means the New Westminster Land Title Office or its successor;
- (u) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (v) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (w) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;

- (x) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (y) **“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;
- (z) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (aa) **“Rezoning”** means the rezoning of, *inter alia*, the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (bb) **“Senior”** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (cc) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ee) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ff) **“Tenant”** means an occupant of a Market Rental 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) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a 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 RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, "permanent residence" means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental 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 Schedule 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 Market Rental 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 Market Rental Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for a final Building Permit inspection permitting occupancy in respect of that Development, nor take any action to compel issuance of a final building permit inspection permitting occupancy, unless and until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City; and
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including parking and Common Amenities;
 - (d) not permit the Development or any portion thereof to be occupied, unless and until the Market Rental Housing Units have received final Building Permit

inspection granting provisional or final occupancy of the Market Rental Housing Units; and

- (e) not subdivide the Market Rental Housing Units into individual strata lots, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than 1 strata lot, except and unless approved by the Director of Development in the Director of Development's sole and absolute discretion.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 Without limiting section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.3 If this Agreement encumbers more than one Market Rental Housing Unit, then the following will apply:
 - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one building;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "building" for the purpose of this section 3.3; and
 - (c) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being Subdivided such that all of the Market Rental Housing Units are contained in a single parcel.

- 3.4 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

 - (i) the number of occupants of the Market Rental Housing Unit;
 - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
 - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors”;
 - (b) defines the term “Landlord” as the Owner of the Market Rental Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.6 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all Common Amenities; and

- (d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:
 - (i) strata fees;
 - (ii) strata property contingency reserve fees;
 - (iii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or
 - (v) property or similar tax;

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

- (vi) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating); and
- (vii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

- 3.7 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.8 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.
- 3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

ARTICLE 4
DEMOLITION OF MARKET RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a Market Rental 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 Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,

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

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Market Rental Housing Unit, as applicable, 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 which contain the Market Rental Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Units, as applicable, 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 a Market Rental 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 Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited

common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Market Rental Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Market Rental 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:
- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement
 - (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five 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 483 of the *Local Government Act*;
- (b) where Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental 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 Market Rental 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 at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Market Rental Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and
- (b) as owner of any air space parcel containing the Market Rental Housing Units at any applicable meetings of the owners of other Subdivided parcels of the Lands or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Market Rental Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, as applicable.

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 Market Rental Housing Units.

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Market Rental Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in sections 7.5 and 7.6 of this Agreement will survive termination or release of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are

pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the Building or any portion thereof, including any Market Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

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

7.12 Notice

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

*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

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

Copies to: City Solicitor and Director of Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

7.24 Counterparts


*Housing Agreement (Section 483 Local Government Act) – Market Rental
Polygon Talistar Homes Ltd. - Talistar
Lot 2 - 3420 Ketcheson Court
Application No. RZ 18-836123, DP 23-020753, RZC no. 15*

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

[remainder of page intentionally blank]

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

POLYGON TALISTAR HOMES LTD.
(INC. NO. BC1167752), by its authorized signatory(ies):


Name: **G. SCOTT BALDWIN**
Title: *SVR Development.*


Name: **ROBERT BRUNO**
Title: *Executive Vice President.*

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)



City of Richmond

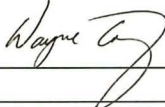

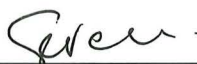
Report to Committee

To:	Planning Committee	Date:	May 6, 2025
From:	Joshua Reis Director, Development	File:	01-0172-02/2025-Vol 01
Re:	Appointment of Approving Officer		

Staff Recommendation

That Andrew Norton, Manager, Development – West, be appointed as an Approving Officer in accordance with Section 77 of the *Land Title Act*.

Joshua Reis
Director, Development
(604-247-4625)

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
SENIOR STAFF REPORT REVIEW	INITIALS: 
APPROVED BY CAO 	

Staff Report

Origin

The current appointments to the position of Approving Officer are:

- Wayne Craig, General Manager, Planning and Development;
- Joshua Reis, Director, Development; and
- Amritpal (Paul) Sandhu, Program Manager – Subdivision and Servicing.

Given recent hiring within the Development Applications Department, this report seeks to appoint Andrew Norton as an Approving Officer.

Analysis

The authority for Council to appoint an Approving Officer is found in Section 77 of the *Land Title Act*. The role of the Approving Officer is to review and consider applications for the subdivision or consolidation of land within the City in accordance with all applicable regulations and bylaws.

It is typical practice for Municipalities to assign multiple Approving Officers to provide backup coverage during vacations and absences to ensure timely access to services.

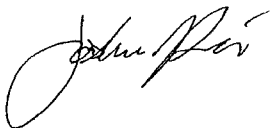
The City has a history of appointing management staff within the Development Applications Department as an Approving Officer, given their day-to-day responsibilities in the review of development and subdivision proposals. Andrew Norton, has recently assumed the position of Manager, Development – West with the department.

Financial Impact

None.

Conclusion

As a result of staffing changes within the Development Applications Department, it is recommended that Andrew Norton, Manager, Development – West be appointed to the position of Approving Officer.



Joshua Reis
Director, Development
(604-247-4625)

JR:js