



Planning Committee

Anderson Room, City Hall
6911 No. 3 Road

Tuesday, May 5, 2015
4:00 p.m.

Pg. # ITEM

MINUTES

PLN-4

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on Tuesday, April 21, 2015.*



NEXT COMMITTEE MEETING DATE

Wednesday, May 20, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

DELEGATION

Raman Kooner, representing the Richmond Small Builders Group, to speak on the referral made at the April 20, 2015 Public Hearing regarding building massing and construction of high ceilings.

Pg. # ITEM

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9246 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 10440 AND 10460 NO. 2 ROAD (POLYGON KINGSLEY ESTATES LTD.)**
(File Ref. No. 12-8060-20-009246; 08-4057-01) (REDMS No. 4563996 v.4)

PLN-13

[See Page PLN-13 for full report](#)

Designated Speaker: Joyce Rautenberg

STAFF RECOMMENDATION

That Bylaw No. 9246 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 13-649524.



PLANNING AND DEVELOPMENT DIVISION

2. **RESPONSE TO COUNCIL REFERRAL – PARKING CONCERNS IN VICINITY OF 11700-BLOCK SEATON ROAD**
(File Ref. No. 10-6455-02) (REDMS No. 4567329)

PLN-39

[See Page PLN-39 for full report](#)

Designated Speaker: Victor Wei

STAFF RECOMMENDATION

That the staff report titled Response to Council Referral – Parking Concerns in Vicinity of 11700-block Seaton Road, dated April 28, 2015, from the Director, Transportation be received for information.



3. **APPLICATION BY AMRIK S. SANGHERA FOR REZONING AT 7331 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**
(File Ref. No. 12-8060-20-009206; RZ 14-664658) (REDMS No. 4485179)

PLN-43

[See Page PLN-43 for full report](#)

Designated Speaker: Wayne Craig

Pg. # ITEM

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9206, for the rezoning of 7331 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.

4. **APPLICATION BY TRICO DEVELOPMENTS (B.C.) INC. FOR REZONING AT 3600/3620 BLUNDELL ROAD FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009207; RZ 14-676660) (REDMS No. 4532825)

PLN-57

See Page PLN-57 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9207, for the rezoning of 3600/3620 Blundell Road from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)”, be introduced and given first reading.

COUNCILLOR HAROLD STEVES

5. **PORT METRO VANCOUVER**

(File Ref. No.)

PLN-74

See Page PLN-74 for full report

RECOMMENDATION

That the letter, dated April 30, 2015, from Port Metro Vancouver be referred to staff for a response.

6. **MANAGER’S REPORT**

ADJOURNMENT



Planning Committee

Date: Tuesday, April 21, 2015
Place: Anderson Room
Richmond City Hall
Present: Councillor Linda McPhail, Chair
Councillor Carol Day (entered at 4:02 p.m.)
Councillor Harold Steves
Mayor Malcolm Brodie
Absent: Councillor Bill McNulty
Councillor Chak Au
Also Present: Councillor Alexa Loo
Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on Tuesday, April 8, 2015, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Tuesday, May 5, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **EXAMINING EMERGENCY SHELTER AND TRANSITIONAL HOUSING OPTIONS**

(File Ref. No. 08-4055-01) (REDMS No. 4540813 v.4)

Councillor Day entered the meeting (4:02 p.m.).

Planning Committee
Tuesday, April 21, 2015

Dena Kae Beno, Affordable Housing Coordinator, briefed Committee on emergency shelter and transitional housing options available in the city and noted that senior levels of government are no longer prioritizing funding for stand-alone emergency facilities. In response to the housing approach from senior levels of government, the City will utilize available resources in the community to explore options for emergency and transitional housing. She added that in the long term, the City will examine housing options that would include a permanent facility.

It was moved and seconded

- (1) *That, in accordance with the approach outlined in the staff report titled **Examining Emergency Shelter and Transitional Housing Options**, dated March 24, 2015, from the General Manager of Community Services, staff be directed to advance dialogue with BC Housing, Vancouver Coastal Health Authority, Ministry of Social Innovation, Ministry of Children and Family Development and community stakeholders about partnership opportunities to:*
- (a) *identify a host agency that would enter into rental agreements on behalf of an individual with private landlords, which would include a commitment by the agency to coordinate and/or delivery wrap-around supports, life skills, housing stabilization transition support, and community support connections;*
 - (b) *pursue the potential development of a Cooperation Agreement to support a pilot project for low-income, at risk Richmond individuals to access adequate amounts of combined subsidies to cover monthly shelter costs in the private rental market for an extended period of time to support housing stabilization and self-sufficiency (e.g.; up to 3 years);*
 - (c) *investigate options for securing a property through partnerships with the appropriate zoning to utilize as an interim shelter option, to be staffed and operated by a non-profit housing provider experienced in working with the targeted population and supported through a network of health and community service providers;*
 - (d) *develop a sustainable operating model and funding rationale for emergency and transitional housing options; and*

Planning Committee
Tuesday, April 21, 2015

- (e) explore the joint development of an Expression of Interest to be issued by the City, BC Housing and Vancouver Coastal Health for the construction of an integrated housing development that includes a continuum of emergency, transitional and supportive housing with programmed community and health service spaces for individuals who are experiencing or who are at-risk of homelessness; and*
- (2) That the report be sent to the appropriate Ministers, Members of Parliament (MPs), Members of the Legislative Assembly (MLAs), Vancouver Coastal Health, BC Housing, Richmond Community Services Advisory Committee, and the Richmond Homelessness Coalition.*

CARRIED

Committee expressed thanks to Ms. Beno for her service to the City of Richmond and wished her well on her future endeavours.

PLANNING AND DEVELOPMENT DIVISION

2. **APPLICATION BY YAMAMOTO ARCHITECTURE INC. FOR REZONING AT 9560 ALEXANDRA ROAD FROM "SINGLE DETACHED (RS1/F)" TO "TOWN HOUSING (ZT67) - ALEXANDRA NEIGHBOURHOOD (WEST CAMBIE)"**
(File Ref. No. 12-8060-20-009240; RZ 14-669511) (REDMS No. 4340284 v.6)

Wayne Craig, Director, Development, briefed Committee on the proposed application, noting that (i) the site is the last lot on the western edge of the area to be brought forward for rezoning for townhouse development, (ii) access to the site is from the adjacent site to the east, (iii) a right-of-way has been secured along the northern edge of the property for a greenway which will form part of the trail network noted in the West Cambie Area Plan, and (iv) the proposed development will include Environmentally Sensitive Area (ESA) enhancements to the northern trail area and landscaping enhancements along the southern edge of the site.

In reply to queries from Committee, David Brownlee, Planner 2, noted that (i) a servicing agreement would include frontage improvements along Alexandra Road, (ii) pedestrian and cycling trails will be included in the greenway, (iii) the greenway will be enhanced with native plants, coordinated by Parks staff, and (iv) the proposed tree retention plan would remove 20 trees and replace them with 44 trees.

3.

Planning Committee
Tuesday, April 21, 2015

Discussion ensued with regard to solar heating systems in new developments. Terry Crowe, Manager, Policy Planning, advised that staff are investigating solar instalments in new developments as part of the Steveston Village Plan review which may be presented at an upcoming Planning Committee meeting in May 2015.

In reply to queries from Committee, Mr. Craig advised that the subject site is the last lot in the area to be brought forward for development and added that the subject site could not be acquired with the adjacent lots during previous applications. Also, he noted that the subject site will have coordinated driveway access with the adjacent lots.

Discussion took place regarding the proposed tandem parking and in reply to queries from Committee, Mr. Craig advised that the proposed tandem parking configuration is permitted under the ZT67 zoning however; staff can work with the applicant through the Development Permit process on options to minimize the tandem parking configuration.

In reply to queries from Committee, Mr. Brownlee commented on the ESA and the potential for invasive species, noting that the proposed development will have provisions for a long term maintenance plan on ESA enhancements.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9240, for the rezoning of 9560 Alexandra Road from "Single Detached (RS1/F)" to "Town Housing (ZT67) - Alexandra Neighbourhood (West Cambie)", be introduced and given first reading.

CARRIED

3. **APPLICATION BY CASA MIA PROJECTS LTD. FOR REZONING AT 8491 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**
(File Ref. No. 12-8060-20-009242; RZ 14-673732) (REDMS No. 4497990)

Mr. Craig commented on the proposed application, noting that the proposed townhouse development is located on a single lot and will have coordinated vehicle access from adjacent developments on the east and west.

In reply to queries from Committee, Mr. Craig advised that the subject site is an orphaned lot and a variance is required for the proposed 20.32 metre lot width.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9242, for the rezoning of 8491 Williams Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.

CARRIED

4.

Planning Committee
Tuesday, April 21, 2015

4. **APPLICATION BY SUKINDER MANGAT FOR REZONING AT 9840 SEATON COURT FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009244; RZ 14-665401) (REDMS No. 4547543)

Mr. Craig briefed Committee on the proposed application noting that (i) the size of the proposed subdivided lots is consistent with the lot size policy in the area, (ii) there will be a servicing agreement to upgrade the rear lane adjacent to the site, and (iii) a covenant will be registered on title to indicate vehicle access will be from the rear lane.

In reply to queries from Committee, Cynthia Lussier, Planning Technician-Design, noted that staff have provided information to adjacent property owners regarding construction practices and tree protection options during the construction phase.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9244, for the rezoning of 9840 Seaton Court from "Single Detached (RS1/E)" to "Single Detached (RS2/B)", be introduced and given first reading.

CARRIED

5. **APPLICATION BY 1015553 B.C. LTD. FOR REZONING AT 4760/4780 FORTUNE AVENUE FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009201; RZ 14-677417) (REDMS No. 4527353)

Mr. Craig briefed Committee on the proposed development noting that the proposed application will facilitate the subdivision of an existing duplex. Also, he noted that through the proposed rezoning, there will be a cash contribution to upgrade an adjacent City-owned walkway for wheelchair accessibility.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9201, for the rezoning of 4760/4780 Fortune Avenue from "Single Detached (RS1/E)" to "Single Detached (RS2/B)", be introduced and given first reading.

CARRIED

Planning Committee
Tuesday, April 21, 2015

6. **APPLICATION BY LW AND CHEN DEVELOPMENT LTD. FOR REZONING AT 6731, 6751 ECKERSLEY ROAD AND 6740 COONEY ROAD FROM SINGLE DETACHED (RS1/E) TO MID RISE APARTMENT AND TOWNHOUSE (ZLR16) – BRIGHOUSE VILLAGE (CITY CENTRE)**

(File Ref. No. 12-8060-20-009241; RZ 10-516067) (REDMS No. 4408991 v. 5)

Mr. Craig briefed Committee on the proposed development, noting that the proposed development will consist of townhouses and apartments and the proposed rezoning application will facilitate the extension of Park Road.

In reply to queries from Committee, Mr. Craig advised that there is a funding strategy in place for the acquisition and construction of Park Road. The City has already acquired the land for the road extension and that the proposed development would provide for the construction of the southern portion of the Park Road extension in-lieu of a cash contribution.

Discussion ensued with regard to the number of units proposed for the subject site and consultation with the Richmond School District No. 38.

In reply to queries from Committee, Mr. Craig advised that the proposed rezoning application is consistent with the City Centre Area Plan and that no additional consultation with the School District is required unless there is an Official Community Plan (OCP) amendment.

Discussion ensued with respect to the possible population increase in the area and it was suggested that the School District be informed of the proposed development.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, advised that consultation policy designed with the School District only requires School District consultation for developments involving OCP amendments with approximately 250 units or greater.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9241 to:

- (1) Create the “Mid Rise Apartment & Townhouse (ZLR26) – Brighthouse Village (City Centre)” zone and to rezone 6731, 6751 Eckersley Road and 6740 Cooney Road from “Single Detached (RS1/E)” to “Mid Rise Apartment & Townhouse (ZLR26) – Brighthouse Village (City Centre)”;*** and
- (2) Amend Section 5.15.1 (Affordable Housing) to include the “ZLR26” zone and a density bonusing cash in lieu sum in accordance with the Affordable Housing Strategy;***

be introduced and given first reading.

CARRIED

6.

Planning Committee
Tuesday, April 21, 2015

7. **APPLICATION BY PENTA BUILDER'S GROUP FOR A ZONING TEXT AMENDMENT TO THE "COMMERCIAL MIXED USE (ZMU22) - STEVESTON COMMERCIAL" ZONE**
(File Ref. No. 12-8060-20-009235; ZT 15-694251) (REDMS No. 4537641)

Mr. Craig advised that the proposed application will permit animal grooming in the existing zoning. He added that he does not anticipate any exterior building modifications from the proposed application.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9235, to amend the "Commercial Mixed Use (ZMU22) - Steveston Commercial" zone by adding "animal grooming" as a permitted use, be introduced and given first reading.

CARRIED

8. **PROPOSED REVISIONS TO THE "COACH HOUSES (RCH, RCH1) ZONE USED ALONG ARTERIAL ROADS**
(File Ref. No. 08-4430-01) (REDMS No. 4531312)

Barry Konkin, Program Coordinator-Development, briefed Committee on the proposed amendments to the Coach Houses (RCH, RCH1) zone and highlighted the following:

- the proposed wider side yard setbacks on the second floor and on one side of the coach house would allow for improvements to façade articulation for coach houses on narrow lots;
- the proposed wider side yard setbacks will allow for the incorporation of wider landscaping strips;
- a permeable pathway is required from the lane to the coach house entry;
- coach houses must be located along the south on interior lots with an east-west orientation to minimize shadowing on neighbouring properties; and
- tandem vehicle parking will be permitted for narrow lots.

In reply to queries from Committee, Ms. Lussier advised that the proposed tandem vehicle parking arrangement would only be permitted for lots 11.5 metres or less in width and would allow for more landscaping on-site.

In reply to queries regarding secondary suites, Mr. Craig noted that the zoning bylaw does not permit secondary suites on sites with a coach house.

Discussion ensued with regard to lot coverage under the proposed amendments. Ms. Lussier noted that the building lot coverage for RCH and RCH1 zones is 45%. She added that paving can cover up to 70% of the lot.

7.

Planning Committee
Tuesday, April 21, 2015

Discussion then ensued with regard to yard space and potential design options available under the proposed amendments.

In reply to queries from Committee, Ms. Lussier noted that the RCH1 zoning introduced in 2013 requires a rear yard between the coach house and the main dwelling.

Dana Westermarck, Oris Consulting Ltd., commented on the City's Affordable Housing Strategy, noting that coach houses and other similar housing alternatives contribute to the supply of affordable housing in the city.

In reply to queries from Committee regarding duplex development and design, Mr. Westermarck noted that (i) duplexes are a popular alternative to single-family housing, (ii) duplexes are similar in size to a single-family dwelling but are more cost-effective, (iii) duplexes could be two and a half stories and incorporate parking between the two units, and (iv) duplexes could be incorporated into single-family neighbourhoods.

In reply to queries from Committee, Mr. Konkin advised that staff are reviewing duplex policies in the City in response to a Planning Committee referral.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9233 to amend the "Coach Houses (RCH, RCH1)" zone, be introduced and given first reading.

The question on the motion was not called as discussion ensued regarding (i) affordable housing alternatives, (ii) densification, and (iii) public consultation.

In reply to queries from Committee, Mr. Craig noted that coach houses in the Edgemere neighbourhood are under different zoning requirements and require a Development Permit. He added that staff will report back to Council following an assessment of a coach house that was approved for the Edgemere neighbourhood.

In reply to queries from Committee regarding public notification, Mr. Craig noted that notification for bylaw amendments would be presented in the local newspaper however; direct mail and newspaper notification will be issued when individual coach house development applications are brought forward to Council.

Discussion then took place with regard to development along arterial roads and incorporating duplex developments and coach houses in non-arterial residential areas.

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

Planning Committee
Tuesday, April 21, 2015

9. **MANAGER'S REPORT**

Onni Bayview Signs

In reply to queries from Committee, Mr. Craig advised that Community Bylaws staff responded to signs installed along the Onni Bayview development. The signs restricted vehicle parking along the development and have since been removed.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:51 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, April 21, 2015.

Councillor Linda McPhail
Chair

Evangel Biason
Auxiliary Committee Clerk



City of Richmond

Report to Committee

To: Planning Committee **Date:** April 22, 2015
From: Cathryn Volkering Carlile **File:** 08-4057-01/2015-Vol
01
Re: **Housing Agreement Bylaw No. 9246 to Permit the City of Richmond to Secure Affordable Housing Units located at 10440 and 10460 No. 2 Road (Polygon Kingsley Estates Ltd.)**

Staff Recommendation

That Bylaw No. 9246 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 13-649524.

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

Att. 2

REPORT CONCURRENCE		
ROUTED TO: Law Development Applications	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER <hr style="border: 0; border-top: 1px solid black;"/>
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY GAO <hr style="border: 0; border-top: 1px solid black;"/>

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9246 (Bylaw No. 9246, attached) to secure twelve (12) affordable housing units with a total floor area of at least 15,620 ft² in the proposed development located at 10440 and 10460 No. 2 Road (Attachment 1).

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

Polygon Kingsley Estates Ltd. (the registered owner) has applied to the City of Richmond for rezoning to re-designate the subject site from “School” to “Neighbourhood Residential” and “Park” in the 2041 Land Use Map. The proposal includes a total of 133 residential town housing units, which includes twelve (12) affordable town housing units. The affordable housing units will be delivered in Phases 1 and 2 of development.

At its January 19, 2015 Public Hearing, Council gave second and third readings to the Rezoning Application 13-649524 for redevelopment of 10440 and 10460 No. 2 Road. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures twelve (12) affordable town housing units with maximum rental rates and tenant income as established by the City’s Affordable Housing Strategy, and which meet the Basic Universal Housing features under Section 4.16.23 of the Zoning Bylaw. The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9246) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject rezoning application involves a development consisting of 133 residential town housing units, including twelve (12) affordable rental town housing which will be constructed in Phases 1 and 2. All affordable housing units in this development satisfy Richmond’s Convertible Housing accessibility guidelines. The affordable housing units are anticipated to be delivered as follows:

Figure 1: Phase 1 Affordable Housing Units

Unit Type	# of Units	Minimum Unit Area	Maximum Rent	Total Household Income
3 bedroom	8	117.5 m ² (1,265 ft ²)	\$1,437	\$57,500 or less
Total	8	-	-	

Figure 2: Phase 2 Affordable Housing Units

Unit Type	# of Units	Minimum Unit Area	Maximum Rent	Total Household Income
3 bedroom	4	117.5 m ² (1,265 ft ²)	\$1,437	\$57,500 or less
Total	4	-	-	

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces. To secure the construction of the affordable housing units in both phases, the Housing Agreement includes an occupancy provision that requires all 8 of the affordable units be provided occupancy in phase 1 before any unit in phase 2 is provided occupancy. As well, all 4 affordable units must be provided occupancy in Phase 2 before any unit in phase 3 is provided occupancy.

The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the twelve (12) affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 9246 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure twelve (12) affordable rental units that are proposed in association with Rezoning Application 13-649524.

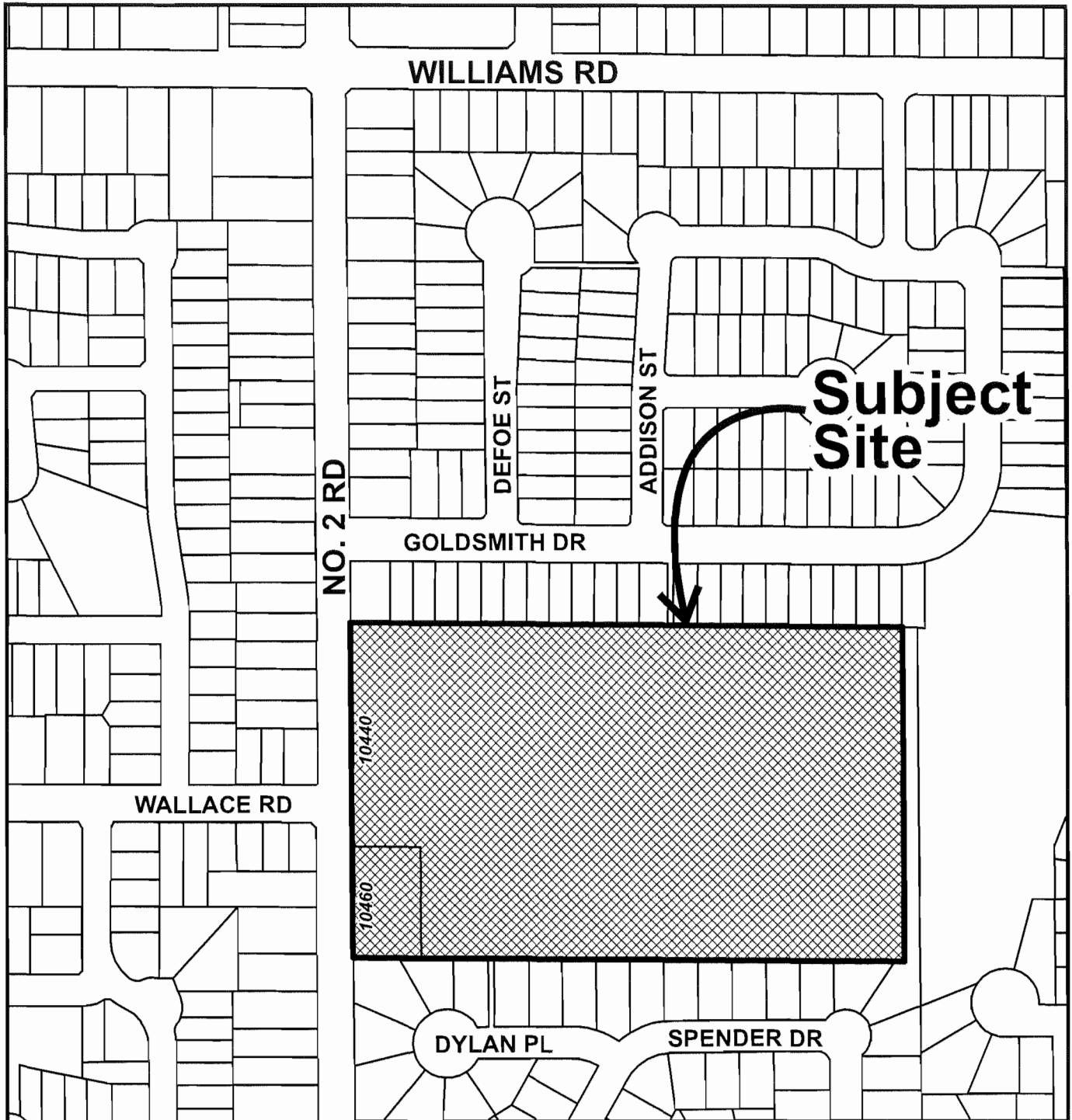
Joyce Rautenberg
 Affordable Housing Planner
 (604-247-4916)

JR:jr

- Att. 1: Map of Subject Property
- 2: Bylaw No. 9246, Schedule A



City of Richmond



10440 & 10460 No. 2 Road

Original Date: 04/23/15

Revision Date 00/00/00:

Note: Dimensions are in METRES



Housing Agreement (10440 and 10460 No. 2 Road) Bylaw No. 9246

The Council of the City of Richmond enacts as follows:

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

013-096-788 Parcel "G" (Reference Plan 15820), Except Part in Plan LMP6582, Section 31 Block 4 North Range 6 West New Westminster District

002-231-000 Parcel "E" (Reference Plan 6921) Except: the East 540 Feet; of the South Half of Section 31 Block 4 North Range 6 West New Westminster District

- 2. This Bylaw is cited as "**Housing Agreement (10440 And 10460 No. 2 Road) Bylaw No. 9246**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept
<i>SR</i>
APPROVED for legality by Solicitor
<i>ng</i>

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (10440 and 10460 No. 2 Road) Bylaw No. 9246

HOUSING AGREEMENT BETWEEN the City of Richmond and Polygon Kingsley Estates Ltd.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference April _____, 2015.

BETWEEN:

Polygon Kingsley Estates Ltd. (Inc. No. BC0877472),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 900-1333 West
Broadway, Vancouver, BC, V6H 4C2

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

AND:

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

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

WHEREAS:

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

Housing Agreement (Section 905 Local Government Act)
10440 & 10460 No. 2 Road
Application No. RZ 13-649524 Bylaw 9155
Rezoning Consideration No. 19

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) "**Affordable Housing Unit**" means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) "**Agreement**" means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) "**Building Permit**" means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) "**Caretaker Unit**" means the Dwelling Unit to be constructed by the Owner on the Lands for use by a caretaker;
- (e) "**City**" means the City of Richmond;
- (f) "**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;
- (g) "**Daily Amount**" means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (h) "**Development**" means the development of and construction on the Lands by the Owner of 120 Dwelling Units, 1 Caretaker Unit and 12 Affordable Housing Units in accordance with the Building Permit, the Housing Covenant and as approved by the City;
- (i) "**Dwelling Unit**" means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

- (j) **“Eligible Tenant”** means a Family having a cumulative annual income of \$57,500 or less, provided that, commencing July 1, 2015, the annual income set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;
- (k) **“Family”** means three or more individuals related by blood, marriage or adoption, including at least one individual who is:
- (i) under the age of 19;
 - (ii) under the age of 26 and attending an educational institution on a full-time basis; or
 - (iii) an eligible dependent for the purposes of personal tax credits under the federal *Income Tax Act*;
- (l) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ___ day of _____, 20_, under number _____, as it may be amended or replaced from time to time;
- (m) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (o) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:
- PID: 9
 Lot 1 Section 31 Block 4 North Range 6 West New Westminster District Plan EPP49229;
- (p) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (q) **"LTO"** means the New Westminster Land Title Office or its successor;

- (r) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (s) **“Permitted Rent”** means no greater than \$1,437.00 a month for a unit, provided that, commencing July 1, 2015, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (t) **“Phase 1”** means the first phase of the Development, which first phase will include the construction of:
- (i) the first 33 of 120 Dwelling Units on the Lands; and
 - (ii) the Caretaker Unit,
- but excluding the Phase 1 Affordable Housing Units;
- (u) **“Phase 2”** means the second phase of the Development, which second phase will include the construction of 41 of 120 Dwelling Units on the Lands, excluding the Phase 2 Affordable Housing Units;
- (v) **“Phase 3”** means the last phase of the Development, which last phase will include the construction of the final 46 of 120 Dwelling Units on the Lands;
- (w) **“Phase 1 Affordable Housing Units”** means 8 Affordable Housing Units to be constructed by the Owner on the Lands concurrently with Phase 1;
- (x) **“Phase 2 Affordable Housing Units”** means 4 Affordable Housing Units to be constructed by the Owner on the Lands concurrently with Phase 2;
- (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 Bylaw”** means Richmond Zoning Bylaw 8500, Amendment Bylaw 9155;

- (bb) **“Security Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ___ day of _____, 20_, under number _____, as it may be amended or replaced from time to time;
- (cc) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (ee) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ff) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with the Building Permit unless the Building Permit includes the Phase 1 Affordable Housing Units and the Phase 2 Affordable Housing Units;
 - (b) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed during Phase 2, and the City will not be obligated to permit occupancy of any Dwelling Unit or building constructed during Phase 2 until all of the following conditions are satisfied:

- (i) the Phase 1 Affordable Housing Units and related uses and areas have been constructed concurrently with Phase 1 and to the satisfaction of the City;
 - (ii) the Phase 1 Affordable Housing Units have received final building permit inspection granting occupancy; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands;
- (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed during Phase 3, and the City will not be obligated to permit occupancy of any Dwelling Unit or building constructed during Phase 3 until all of the following conditions are satisfied;
- (i) the Phase 1 Affordable Housing Units and related uses and areas have been constructed concurrently with Phase 1 and to the satisfaction of the City;
 - (ii) the Phase 2 Affordable Housing Units and related uses and areas have been constructed concurrently with Phase 2 to the satisfaction of the City;
 - (iii) the Phase 1 Affordable Housing Units and Phase 2 Affordable Housing Units have received final building permit inspection granting occupancy; and
 - (iv) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.

- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
 - (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(j) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or

- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(j) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements

apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking facilities, notwithstanding that the Strata Corporation may levy such parking charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities, parking facilities or amenities of the strata corporation, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

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

Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

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

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

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

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

7.5 **Indemnity**

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

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

7.6 **Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands,

damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 **Applicable Law**

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

7.22 **Deed and Contract**

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

7.23 **Joint and Several**


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

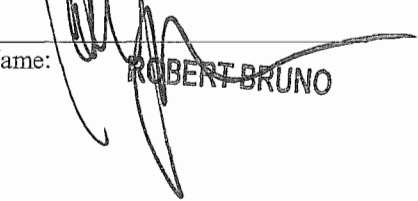
7.23 **Limitation on Owner's Obligations**

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

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

POLYGON KINGSLEY ESTATES LTD. (INC. NO. BC0877472),
by its authorized signatory(ies):

Per: 
 Name: **G. SCOTT BALDWIN**

Per: 
 Name: **ROBERT BRUNO**

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

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

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

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

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

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

DECLARED BEFORE ME at the City of _____)
_____, in the Province of British)
Columbia, this _____ day of)
_____, 20____.)
_____)
_____)
_____)
_____)
_____)
A Commissioner for Taking Affidavits in the)
Province of British Columbia)

DECLARANT

PRIORITY AGREEMENT

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

PID: 

Lot 1 Section 31 Block 4 North Range 6 West New Westminster District Plan EPP49229


(the "Lands")

Bank of Montreal (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA4142766 and CA4142767, respectively ("the Bank Charges").

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

BANK OF MONTREAL

by its authorized signatory(ies):

Per: 
Name: JAY WALTER
ACCOUNT MANAGER

Per: 
Name: Anni Norgaard
Senior Deal Specialist



City of Richmond

Report to Committee

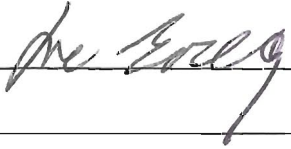

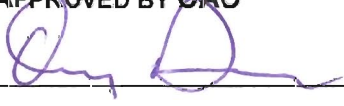
To: Planning Committee **Date:** April 28, 2015
From: Victor Wei, P. Eng. **File:** 10-6455-02/2015-Vol
 Director, Transportation 01
Re: **Response to Council Referral – Parking Concerns in Vicinity of 11700-block Seaton Road**

Staff Recommendation

That the staff report titled “Response to Council Referral – Parking Concerns in Vicinity of 11700-block Seaton Road,” dated April 28, 2015 from the Director, Transportation be received for information.



Victor Wei, P. Eng.
 Director, Transportation
 (604-276-4131)

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

Staff Report

Origin

At the Public Hearing held March 16, 2015, Council considered a rezoning application for 11760 Seaton Road (RZ 14-666216) to permit subdivision into two lots fronting Seaton Road. In response to an e-mail received by the City (Attachment 1) as well as a delegation at the hearing, both of which indicated concerns with vehicle parking in the vicinity of the proposed development, Council directed the City’s Transportation and Community Bylaws Departments to “*examine appropriate actions regarding the on-street parking concerns in the area.*” This report responds to the referral.

Findings of Fact

The proposed subdivision at 11760 Seaton Road would create two lots, each of which would accommodate two off-street parking spaces in a garage, thus meeting the parking requirements of the Zoning Bylaw. Each lot will have its own access to Seaton Road. The concerns related to on-street parking were identified by residents in the internal subdivision who suggested that the compact lots being developed on Williams Road have created parking spill-over into the neighbourhood since there is no on-street parking permitted on Williams Road.

Analysis

On-Street Parking Assessment

Transportation and Community Bylaws staff visited the 11700-block of Seaton Road near the intersecting laneway that runs parallel to Williams Road on five consecutive dates between March 20 and 24, 2015 (see Figure 1 for study area).



Figure 1: Traffic and Parking Study Area

During the first visit on March 20, 2015 at 10:00 am, seven vehicles were observed parked in the immediate area. None of the vehicles were parked illegally and no traffic safety violations were observed.

During the subsequent four visits, each conducted after 7:00 pm on March 20 through March 24, 2015; approximately the same number of vehicles was observed parked each night. Again, no traffic safety violations were observed and traffic flowed freely.

The number of parked vehicles observed over the study period equates to approximately 50 per cent of the capacity available within the immediate section of the roadway. Accordingly, staff's findings indicate that a considerable amount of on-street parking remains available.

Financial Impact

None.

Conclusion

As there were neither traffic violations nor a high occupancy of vehicle parking observed during the numerous site visits to the subject location, no immediate actions are required or recommended at this time. City staff will continue to monitor this location, particularly once the construction of new homes on Seaton Road commences, to determine if any changes to the parking conditions require further actions.



Robert Gilchrist
Supervisor, Traffic Operations
(604-247-4697)

RG:jc

Att. 1: E-mail Received regarding RZ 14-666216 (11760 Seaton Road)

MayorandCouncillors

To Public Hearing
Date: <u>MAR 16 2015</u>
Item # <u>1</u>
Re: <u>KYLAW 91B2</u> <u>RZ 14-666216</u>

From: Webgraphics
Sent: Monday, 16 March 2015 09:45
To: MayorandCouncillors
Subject: Send a Submission Online (response #819)

Categories: 12-8060-20-9182 - 11760 Seaton RD - RZ 14-666216

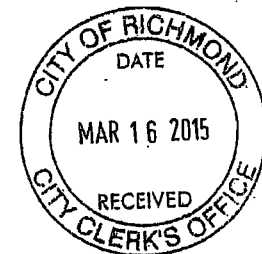
Send a Submission Online (response #819)

Survey Information

Site:	City Website
Page Title:	Send a Submission Online
URL:	http://cms.richmond.ca/Page1793.aspx
Submission Time/Date:	3/16/2015 9:44:31 AM

Survey Response

Your Name	Tim Pepper
Your Address	9991 Seacastle Dr
Subject Property Address OR Bylaw Number	11760 Seaton Rd
Comments	My Concern is parking. Once the lots were subdivided on Williams road, the tenants park on Seaton and Seacastle. This also gives them the opportunity to empty their ashtrays and garbage. So if subdivided, where will those tenants park? As it is, owners have numerous vehicles and park or store them on the street. This leaves me no room for my vehicle or visitors. Maybe signs or parking decals are in order. Thank-you Tim





City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee

Date: April 21, 2015

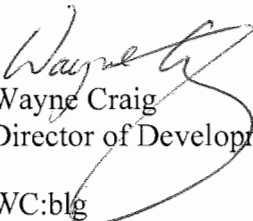
From: Wayne Craig
Director of Development

File: RZ 14-664658

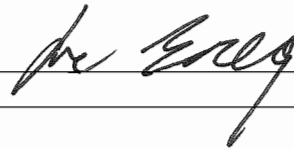
Re: Application by Amrik S. Sanghera for Rezoning at 7331 Williams Road from Single Detached (RS1/E) to Compact Single Detached (RC2)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9206, for the rezoning of 7331 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.


Wayne Craig
Director of Development

WC:blg
Att.

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

Staff Report

Origin

Amrik S. Sanghera has applied to the City of Richmond to rezone the property at 7331 Williams Road from "Single Detached (RS1/E)" zone to "Compact Single Detached (RC2)" zone to permit subdivision into two (2) lots with vehicle access to and from the existing rear lane. An existing dwelling situated on the lot will be demolished. A map and aerial photograph showing the location of the subject site is included in Attachment 1. A preliminary subdivision plan is provided in Attachment 2.

Findings of Fact

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

Surrounding Development

The subject site is located in the Broadmoor Planning Area in a primarily single-family residential neighbourhood. The existing development immediately surrounding the subject site is as follows:

- To the north, directly across the existing rear lane, are single-family residential lots zoned "Single Detached (RS1/E)".
- To the east, are compact single-family residential lots zoned "Compact Single Detached (RC1)", with access to and from the existing rear lane.
- To the south, directly across Williams Road, are single-family residential lots zoned "Single Detached (RS1/E)".
- To the west, are single-family residential lots zoned "Single Detached (RS1/E)".

Related Policies & Studies

2041 Official Community Plan (OCP) and Broadmoor Area Central West Sub-Area Plan

The Official Community Plan (OCP) designation of the subject site is "Neighbourhood Residential (NRES)". The Broadmoor Area Central West Sub-Area Plan designation of the subject site is "Low Density Residential". The proposed redevelopment complies with the OCP and Central West Sub-Area Plan land use designations.

Arterial Road Policy

The Arterial Road Policy supports densification along the City's arterial roads. The proposed redevelopment complies with the Arterial Road Development Map in the OCP Bylaw 9000, which identifies the subject site for future Arterial Road compact single-family residential lot development.

Flood Management

The proposed redevelopment must meet the requirements of Richmond Flood Plain Designation and Protection Bylaw No. 8204. A flood indemnity covenant must be registered on Title of the subject property prior to final adoption of the rezoning bylaw.

Public Consultation

The rezoning information sign has been installed on the subject site. Staff have not been notified of any concerns expressed by the public regarding the proposed rezoning.

Analysis

Site Servicing and Vehicle Access

There are no site servicing concerns with the proposed rezoning.

Vehicle access to both proposed lots is to be from the existing rear lane only, in accordance with Residential Lot (Vehicular) Access Regulation Bylaw No. 7222. At Subdivision stage, the developer will be required to enter into a Servicing Agreement for works including the removal of existing vehicle access to the subject property along Williams Road, restoration of the sidewalk and boulevard along the Williams Road frontage, and upgrades to the existing rear lane.

Trees and Landscaping

A Certified Arborist's Report and Tree Retention Plan were submitted by the applicant. The report identifies two (2) trees located on-site and one (1) tree located on City property proposed for retention, and five (5) trees located on-site proposed for removal. A copy of the proposed Tree Retention Plan is provided in Attachment 4.

The City's Tree Preservation Coordinator has reviewed the Arborist's report, conducted an on-site Visual Tree Assessment, and concurs with the Arborist's recommendations as follows:

- Two (2) trees located on-site (Tag#'s 3026 and 3032) are in good condition and should be retained and protected at a minimum of 2.5 m out from the base of the trees.
- Five (5) trees located on-site (Tag#'s 3027-3031) are dead, dying (sparse canopy foliage), are infected with Fungal Blight or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be removed.

Parks Department Staff have reviewed the Arborist's Report and concur with the Arborist's recommendations as follows:

- One (1) European Birch tree located on City property (Tag C1) is in good condition and should be retained and protected.

Tree protection fencing is to be installed around the drip lines of the two (2) trees located on-site and the one (1) tree located on City property. Tree fencing must be installed to City standard and in accordance with the City's Bulletin TREE-03 prior to demolition of existing buildings, and must remain in place until all construction and landscaping works are completed on-site. To ensure the protection of these trees, the applicant is required to complete the following:

- Submit a Tree Survival Security in the amount of \$3,000.
- Enter into a contract between the applicant and a Certified Arborist for the supervision of works conducted within close proximity to the tree protection zone of the three (3) trees to be retained. Pending the survival of the trees, the Tree Survival Security will not be released until a post-construction impact assessment report is reviewed to the satisfaction of City Staff.

Consistent with the 2:1 tree replacement ratio in the Official Community Plan (OCP), the applicant is required to provide 10 replacement trees. The applicant has agreed to plant six (6) replacement trees on-site (three [3] on each future subdivided lot) and pay a contribution in the amount of \$2,000 (\$500/tree) towards the Tree Compensation Fund in lieu of replanting the four (4) required replacement trees that cannot be accommodated on-site.

To address the arterial road frontages of the proposed subdivided lots along Williams Road, the applicant is required to submit a final landscape plan prior to final adoption of the rezoning bylaw, to the satisfaction of the Director of Development, along with a landscaping security based on 100% of the cost estimate provided by the Landscape Architect (including the six (6) replacement trees to be planted on-site, fencing, hard surfaces, landscaping materials and installation costs).

Affordable Housing Strategy

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

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

Note: Should the applicant change their mind about the Affordable Housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total building area of the single detached dwellings to be constructed (i.e., \$4,594).

Subdivision Stage

At subdivision stage, the applicant will be required to enter into a Servicing Agreement for the design and construction of engineering servicing, rear lane and frontage upgrades as outlined in Attachment 5. The developer is also required to pay applicable Development Cost Charges (City and GVS&DD), School Site Acquisition Charges and Address Assignment Fees.

Financial Impact or Economic Impact

None.

Conclusion

This rezoning application to permit subdivision of the subject site into two (2) lots zoned "Compact Single Detached (RC2)" is consistent with the applicable policies and land use designations outlined within the Official Community Plan (OCP) and the Broadmoor Area Central West Sub-Area Plan.

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

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9206 be introduced and given first reading.



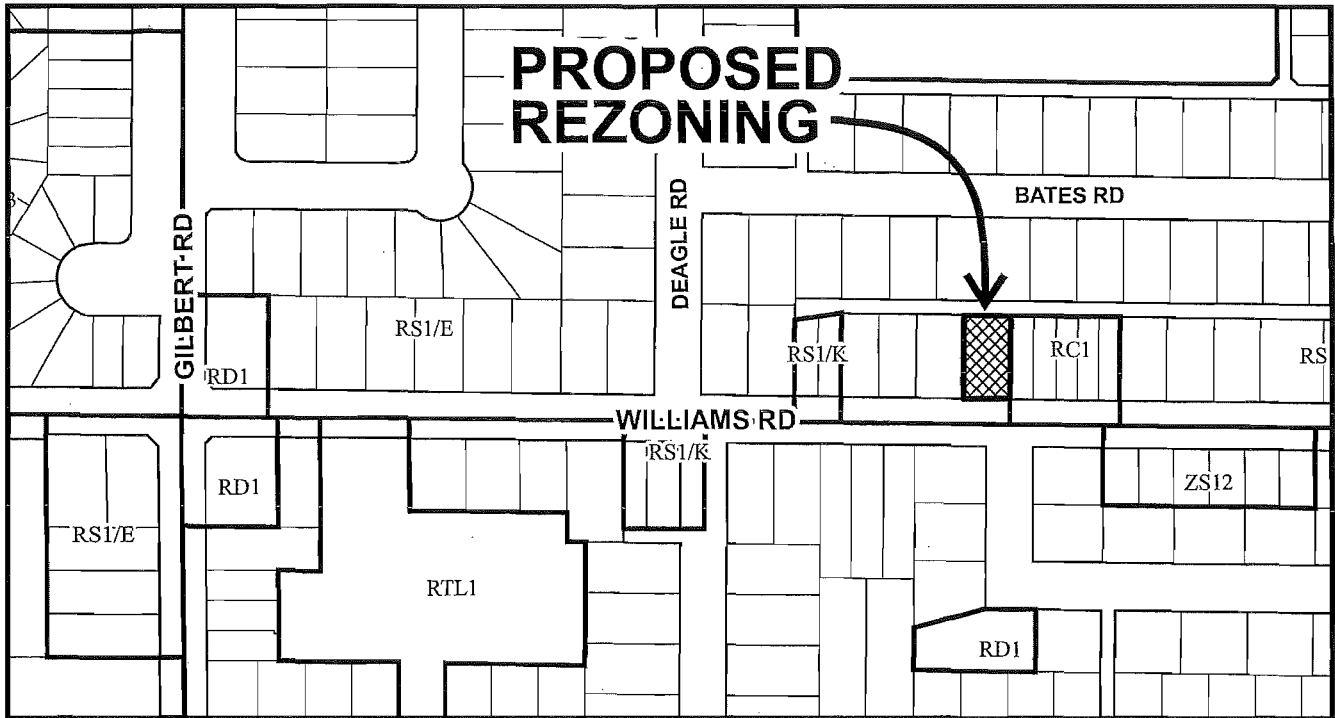
Andrew Yu
Planning Technician (Temp)
(604-204-8518)

AY:blg

Attachment 1: Location Map and Aerial Photograph
Attachment 2: Preliminary Subdivision Plan
Attachment 3: Development Application Data Sheet
Attachment 4: Proposed Tree Retention Plan
Attachment 5: Rezoning Considerations



City of
Richmond

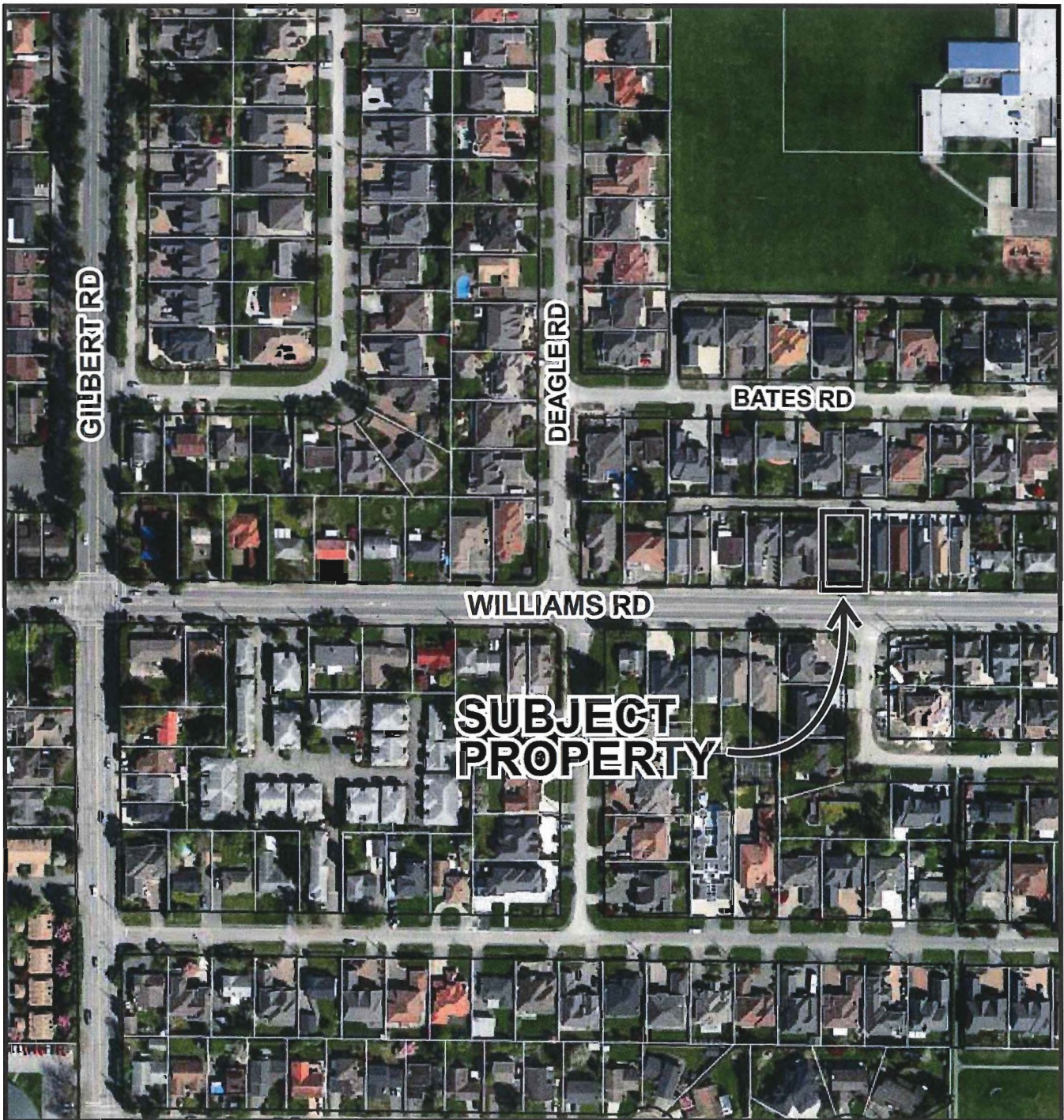


	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12
	10.16	10.16	15.91	15.91	20.12	20.12	10.06	10.06	9.14	9.14	9.14	9.14	20.12	
38.40	33.87	35.37	35.36	35.36	35.36	35.36		35.37	35.37	35.37	35.37	35.37		
7231	7233	7271	7291	7311	7331	7351	7359	7371	7391	7393	7411			
10.06	10.06	15.91	15.91	20.12	20.12	10.06	10.06	9.14	9.14	9.14	20.12			
WILLIAMS RD														
20.12	13.41	13.41	13.41	30.48		30.48	15.24							
7228	7240	7280	7300			7360	7380							

	RZ 14-664658	Original Date: 05/30/14 Revision Date: Note: Dimensions are in METRES
--	---------------------	-----------------------------------------------------------------------------



City of
Richmond



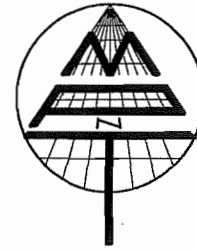
RZ 14-664658

Original Date: 05/30/14

Revision Date:

Note: Dimensions are in METRES

SURVEY PLAN OF LOT 2 SECTION 29 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 17789



FOR SUBDIVISION APPLICATION

PARCEL IDENTIFIER (PID): 004-312-121

CIVIC ADDRESS

#7331 WILLIAMS ROAD
RICHMOND, B.C.

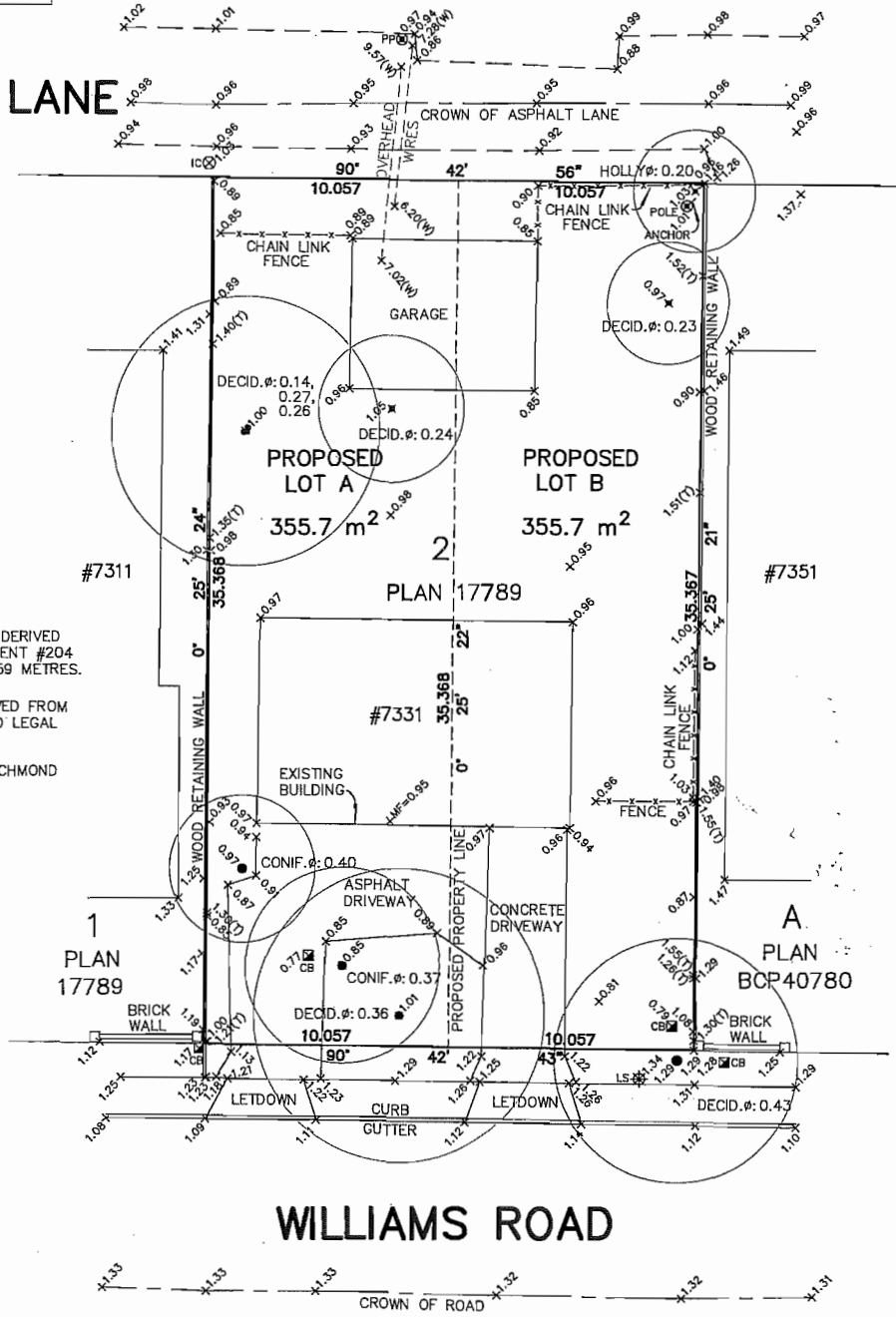
LEGEND

SCALE 1:200



ALL DISTANCES ARE IN METRES.

- x1.12 INDICATES SPOT ELEVATION
- CB INDICATES CATCH BASIN
- ⊛ LS INDICATES LAMP STANDARD
- ⊙ PP INDICATES POWER POLE
- MF INDICATES MAIN FLOOR ELEVATION
- (T) INDICATES TOP OF WALL
- (W) INDICATES WIRE ELEVATION



NOTES:

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

WILLIAMS ROAD

© COPYRIGHT

MATSON PECK & TOPLISS

SURVEYORS & ENGINEERS

#320 - 11120 HORSESHOE WAY

RICHMOND, B.C., V7A 5H7

PH: 604-270-9331

FAX: 604-270-4137

CADFILE: 17398-001-TPG-000.DWG

CERTIFIED CORRECT
THIS 10TH DAY OF OCTOBER, 2013

B.C.L.S.

PLN - 50

R-13-17398-TPG

CLIENT REF: PACIFIC PORT DEVELOPMENT GROUP

DATE OF SURVEY: OCTOBER 4, 2013



RZ 14-664658

Attachment 3

Address: 7331 Williams Road

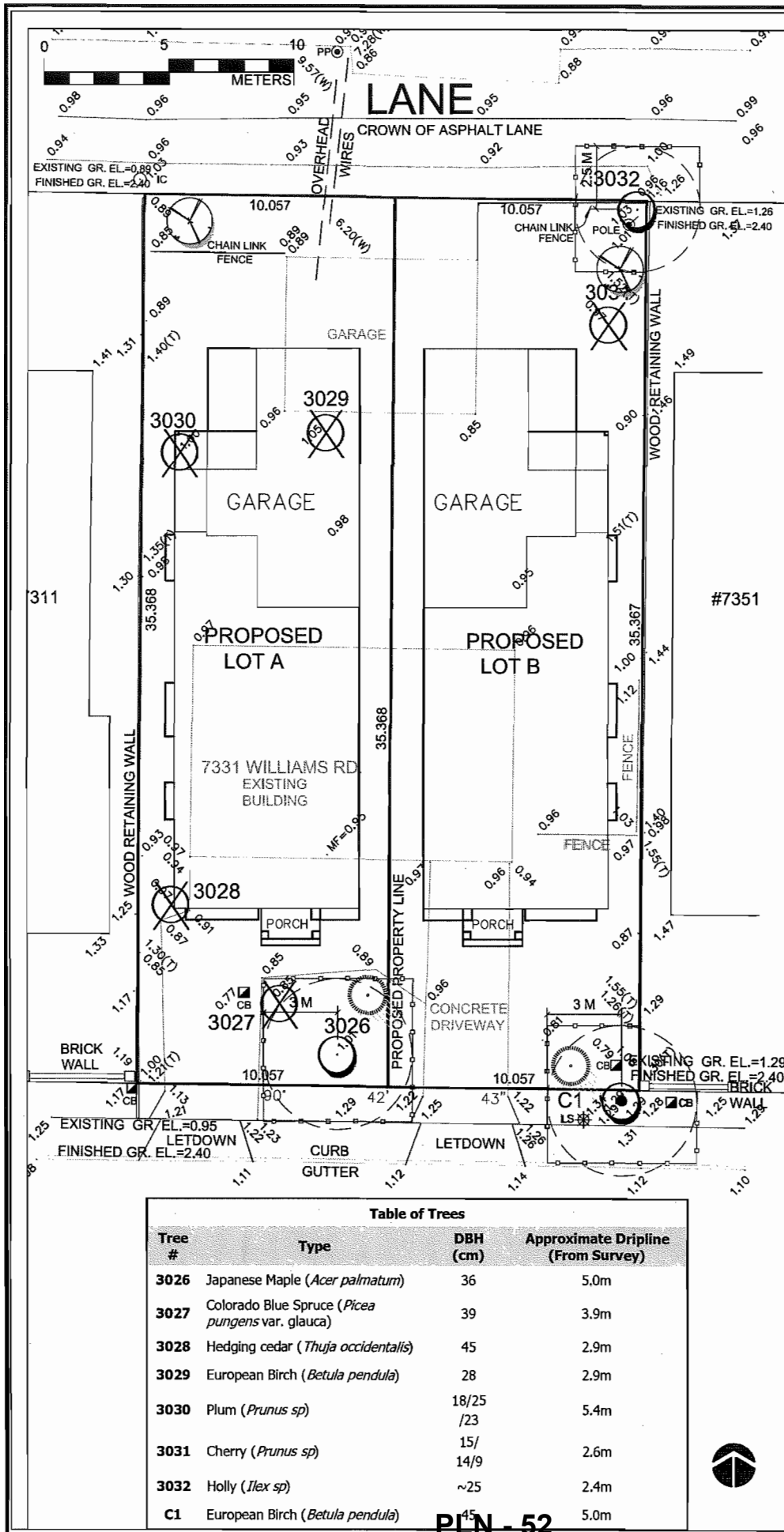
Applicant: Amrik S. Sanghera

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	Amrik Singh Sanghera Jatinder Kaur Gosal	TBD
Site Size (m²):	711.4 m ²	Proposed west lot: 355.7 m ² Proposed east lot: 355.7 m ²
Land Uses:	Single-family residential	No change
OCP Designation:	Neighbourhood Residential	Complies
Area Plan Designation:	Low Density Residential	Complies
Zoning:	Single Detached (RS1/E)	Compact Single Detached (RC2)
Number of Lots:	1	2

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	Max. 0.60	none permitted
Lot Coverage – Building:	Max. 50%	Max. 50%	none
Lot Coverage – Building, structures, non-porous surfaces:	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping with live plant material:	Min. 20%	Min. 20%	none
Setback – Front & Rear Yards (m):	Min. 6.0 m	Min. 6.0 m	none
Setback – Interior Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	Max. 2½ storeys	Max. 2½ storeys	none
Lot Size (m ²):	Min. 270 m ²	Proposed west lot: 355.7 m ² Proposed east lot: 355.7 m ²	none
Lot Width (m):	Min. 9.0 m	Proposed west lot: 10.1 m Proposed east lot: 10.1 m	none
Lot Depth (m):	Min. 24 m	Proposed west lot: 35.4 m Proposed east lot: 35.4 m	none
Lot Frontage (m):	Min. 9.0 m	Proposed west lot: 10.1 m Proposed east lot: 10.1 m	none

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



MIKE FADUM AND ASSOCIATES LTD. VEGETATION CONSULTANTS

#105, 8277 129 St.
Surrey, British Columbia
V3W 0A6
Ph: (778) 593-0300
Fax: (778) 593-0302
Mobile: (604) 240-0309
Email: mfadum@fadum.ca

CLIENT

FILE NO.

PROJECT TITLE
TREE PRESERVATION AND PROTECTION PLAN

7331 WILLIAMS RD.,
RICHMOND, B.C.

REVISIONS:

NO.	DATE	BY	REVISION

LEGEND

- TREE TO BE RETAINED
- MINIMUM NO DISTURBANCE ZONE (6X DIAMETER)
- DECIDUOUS REPLACEMENT TREE (5 CM. DIA. MINIMUM)
Styrax japonica 5cm cal - B&B
(Specimen Tree) (Japanese Snowball)
- CONIFEROUS REPLACEMENT TREE (3.0 M. HT. MINIMUM)
Chamaecyparis nootkatensis
3.0m ht. - B&B (Nootka Cypress).
- TREE PROTECTION FENCING
- TREE TO BE REMOVED

SHEET TITLE

T1 - TREE PRESERVATION AND REMOVAL PLAN

© Copyright Reserved. This drawing and design is the property of Mike Fadum and Associates Ltd. and may not be reproduced or used for other projects without their permission.

DRAWN SGL

SCALE AS SHOWN

DATE NOVEMBER 24, 2014

T-1
SHEET 1 OF 2

Tree #	Type	DBH (cm)	Approximate Dripline (From Survey)
3026	Japanese Maple (<i>Acer palmatum</i>)	36	5.0m
3027	Colorado Blue Spruce (<i>Picea pungens</i> var. <i>glauca</i>)	39	3.9m
3028	Hedging cedar (<i>Thuja occidentalis</i>)	45	2.9m
3029	European Birch (<i>Betula pendula</i>)	28	2.9m
3030	Plum (<i>Prunus sp</i>)	18/25 /23	5.4m
3031	Cherry (<i>Prunus sp</i>)	15/ 14/9	2.6m
3032	Holly (<i>Ilex sp</i>)	~25	2.4m
C1	European Birch (<i>Betula pendula</i>)	45	5.0m



Rezoning Considerations

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

Address: 7331 Williams Road

File No.: RZ 14-664658

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9206, the developer is required to complete the following:

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
 - Comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - Include a mix of coniferous and deciduous trees;
 - Include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
 - Include the six (6) required replacement trees (three [3] on each subdivided lot) with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
6	6 cm		3.5 m

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

2. City acceptance of the developer's offer to voluntarily contribute \$2,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City, for the four (4) required replacement trees that cannot be accommodated on-site.
3. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the 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.
4. Submission of a Tree Survival Security to the City in the amount of \$3,000 for the two (2) trees located on-site (Tag#'s 3026 and 3032) and the one (1) tree on City property (Tag C1) to be retained. Pending tree survival, the Tree Survival Security will not be released until a post-construction assessment report is submitted and reviewed to the satisfaction of City Staff.
5. Registration of a flood indemnity covenant on title.
6. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$4,594) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

At Demolition Permit* Stage, the developer must complete the following requirements:

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

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

1. Pay applicable Development Cost Charges (City and GVS&DD), School Site Acquisition Charges and Address Assignment Fees.
2. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to the following:

Water Works:

- Using the OCP Model, there is 344 L/s of water available at a 20 psi residual at the Williams Road frontage. Based on the proposed development, the site requires a minimum fire flow of 95 L/s. Once the applicant has confirmed the building design at Building Permit stage, the applicant must submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) to confirm that there is adequate available flow.
- City to disconnect the existing 20 mm water connection and install two (2) new 25 mm diameter water connections complete with meter boxes at the property line fronting Williams Road.

Storm Sewer Works:

- City to cap the existing storm connection at the IC near the southwest property corner, and pull back the two (2) existing storm ICs and service connections inside the property out onto City boulevard and reconnect services for the subdivided lots.
- Site drainage must be directed towards the existing or new ICs fronting Williams Road to prevent storm water from ponding on the boulevard, road and driveways.
- Laneway drainage upgrade is required. See *Frontage Improvements* section for detail.

Sanitary Sewer Works:

- City to cut and cap the existing sanitary connection at the IC in the northwest property corner, and install a new IC and two (2) service connections at the common property line in the rear lane.

Frontage Improvements:

- Upgrade back lane to include full width pavement, roll-over curb and gutter on both sides, 20 m-300Ø storm sewer with caps on both ends, and conduits for future lane lights. Details to be finalized in the Servicing Agreement designs.
- Vehicle access to Williams Road to be removed. The developer is required to pay costs for restoration of the sidewalk and boulevard along the Williams Road frontage.
- Proposed driveway locations must not conflict with existing street lights and/or utility poles. Requests to relocate street lights and/or utility poles will not be considered other than under exceptional circumstances.

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

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

Note:

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

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

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

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

[signed copy on file]

Signed

Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 9206 (RZ 14-664658)
7331 Williams Road

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

- 1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "COMPACT SINGLE DETACHED (RC2)".

P.I.D. 004-312-121

Lot 2 Section 29 Block 4 North Range 6 West New Westminster District Plan 17789

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9206".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and conditions.

CITY OF RICHMOND APPROVED by [Signature] APPROVED by Director or Solicitor [Signature]

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee Planning and Development Department

To: Planning Committee
From: Wayne Craig
Director of Development

Date: April 24, 2015
File: RZ 14-676660

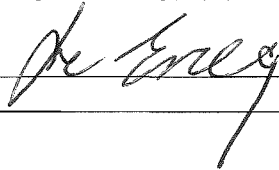
Re: Application by Trico Developments (B.C.) Inc. for Rezoning at
3600/3620 Blundell Road from Two-Unit Dwellings (RD1) to Single Detached
(RS2/B)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9207, for the rezoning of 3600/3620 Blundell Road from “Two-Unit Dwellings (RD1)” to “Single Detached (RS2/B)”, be introduced and given first reading.


Wayne Craig
Director of Development

AY:blg
Att.

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

Staff Report

Origin

Trico Developments (B.C.) Inc. has applied to the City of Richmond to rezone the properties at 3600/3620 Blundell Road from “Two-Unit Dwellings (RD1)” zone to “Single Detached (RS2/B)” zone to permit subdivision into two (2) lots fronting Blundell Road. An existing duplex situated on the lot is to be demolished. A map and aerial photograph showing the location of the subject site is included in Attachment 1. A preliminary subdivision plan is provided in Attachment 2.

Findings of Fact

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

Surrounding Development

The subject site is located in the Seafair Planning Area. Existing development immediately surrounding the subject site is as follows:

- To the north, directly across Blundell Road, are single-family residential lots zoned “Single-Detached (RS1/E)”.
- To the east, are single-family residential lots zoned “Single Detached (RS2/B)” which were rezoned and redeveloped in 2011-2012.
- To the south, are single-family residential lots zoned “Single-Detached (RS1/E)”.
- To the west, are lots zoned “Two-Unit Dwellings (RD1)”, with existing duplex dwellings.

Related Policies & Studies

2041 Official Community Plan (OCP)

The Official Community Plan (OCP) designation of the subject site is “Neighbourhood Residential (NRES)”. The proposed single-family residential development complies with the OCP land use designation.

Single-Family Lot Size Policy 5474

The subject site is located within the area bounded by Single-Family Lot Size Policy 5474, which was adopted by Council on May 20, 2008 (see Attachment 4). The Policy permits lots with existing duplexes to rezone and subdivide into two (2) equal lots. The proposed redevelopment complies with Single-Family Lot Size Policy 5474.

Flood Management

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

Public Consultation

The rezoning information sign has been installed on the subject site. In response, one (1) neighbourhood resident of the property immediately west of the subject site inquired about site drainage requirements for the proposed redevelopment. Staff advised that perimeter drainage is required to be installed on all sites undergoing new dwelling construction, as part of the Building Permit review and inspection process.

Analysis

Existing Legal Encumbrances

A restrictive covenant is currently registered on title of both subject strata lots which restricts each strata lot to be used only as a site for a one-family dwelling, such that the entire strata plan may only consist of a total of two (2) dwelling units (Registration No. BE316033 / BE316034). Prior to final adoption of the rezoning bylaw, the applicant must discharge the covenant from title of both subject properties. The applicant must also wind up and cancel the strata plan for the two (2) properties prior to subdivision.

Site Servicing and Vehicle Access

There are no site servicing concerns regarding the proposed rezoning.

Vehicle access to both proposed lots is to be from Blundell Road. At Subdivision stage, the developer is required to pay servicing costs associated with driveway relocation and restoration of the sidewalk and boulevard along the Blundell Road frontage.

Trees and Landscaping

A Certified Arborist's Report and Tree Retention Plan was submitted by the applicant. The report identifies four (4) bylaw-sized trees located on-site proposed for removal and four (4) trees located on neighbouring property proposed for retention. A copy of the Tree Retention Plan is included in Attachment 5.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report, conducted an on-site Visual Tree Assessment, and concurs with the Arborist's recommendations as follows:

- Three (3) trees located on-site (Tag#'s 21-23) are in poor condition and have been previously topped, causing significant structural defects. As a result, these trees are not good candidates for retention and should be replaced.

- One (1) tree located on-site (Tag# 24) is a multi-stemmed Japanese Maple tree growing in a raised planter that has sustained heading cuts throughout the canopy. This tree is located in the middle of the proposed building envelope of the future east subdivided lot and cannot be retained.
- Four (4) trees located on neighbouring property (Tags A-D) are to be protected.

Parks Department staff have authorized the removal of the Laurel hedge along the subject property frontage as it will conflict with future driveway construction to serve the subdivided lots.

Tree protection fencing is to be installed on-site around the drip lines of Tree Tags A-D located on neighbouring property. The fencing must be installed to City standard and in accordance with the City's Bulletin-03 prior to demolition of existing buildings and must remain in place until all construction and landscaping works are completed on-site. To ensure the protection of these trees, the applicant is required to enter into a contract with a Certified Arborist for the supervision of works conducted within close proximity to the tree protection zones of the trees to be retained.

Consistent with the 2:1 tree replacement guideline ratio in the OCP, the applicant has agreed to plant eight (8) replacement trees on-site (four [4] on each subdivided lot). The trees must be a minimum size of 6 cm deciduous caliper or 3.5 cm high conifer. Suitable tree replacement species include the Japanese Maple (*Acer Palmatum*), the Kousa Dogwood (*Cornus Kousa*) and the Serbian Spruce (*Picea Omorika*). To ensure that the replacement trees are planted and maintained on-site, the applicant is required to submit a Landscaping Security in the amount of \$4,000 (\$500/tree) prior to final adoption of the rezoning bylaw.

Affordable Housing Strategy

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

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

Note: Should the applicant change their mind about the Affordable Housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00/ft² of total building area of the single detached dwellings to be constructed (i.e., \$5,278).

Subdivision Stage

At Subdivision stage, the developer is required to pay servicing costs for engineering servicing and frontage upgrades as outlined in Attachment 6.

Financial Impact or Economic Impact

None.

Conclusion

This rezoning application to permit the subdivision of the subject site into two (2) lots zoned "Single Detached (RS2/B)" is consistent with the applicable policies and land use designations outlined within the Official Community Plan (OCP) and with Single-Family Lot Size Policy 5474.

The applicant has agreed to the list of rezoning considerations (signed concurrence on file) outlined in Attachment 6.

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9207 be introduced and given first reading.



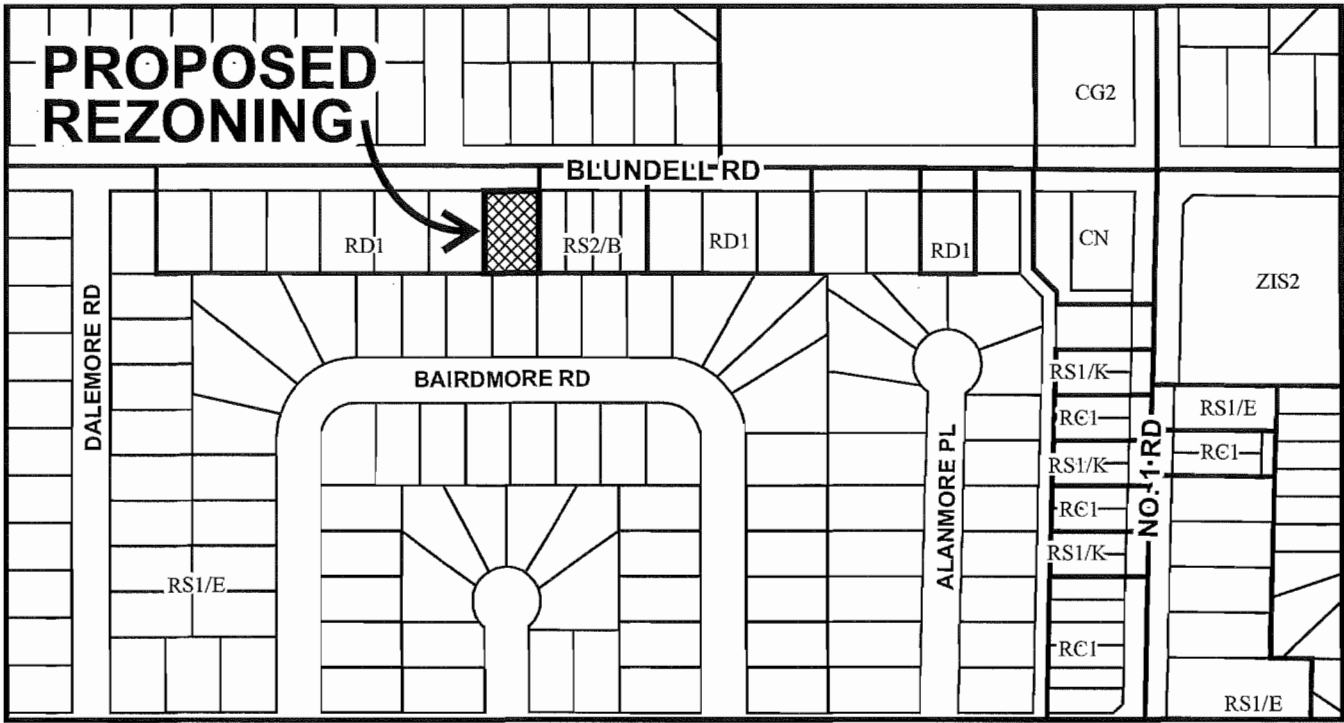
Andrew Yu
Planning Technician (Temp)

AY (blg)

Attachment 1: Location Map and Aerial Photograph
Attachment 2: Preliminary Subdivision Plan
Attachment 3: Development Application Data Sheet
Attachment 4: Single-Family Lot Size Policy 5474
Attachment 5: Proposed Tree Retention Plan
Attachment 6: Rezoning Considerations



City of
Richmond



36.5	36.5	36.5	36.5	36.5	36.5	36.5	36.5	36.5	36.5	36.5
471	3491	3511	3551	3571	3591	3611	3635	3651		
.29	18.29	21.34	21.34	18.29	18.29	18.29	18.29	20.12		

BLUNDELL RD

24.38	24.38	24.38	24.38	12.19	12.19	12.19	12.19	24.38	24.38
3480	3500	3520	3540	3600	3520	3648	3668	3680	3688
36.58	36.58	36.58	36.58	36.58	36.58	36.57	36.58	36.58	36.58
24.38	24.38	24.38	24.38	24.38	24.38	12.19	12.19	12.19	12.19
36	20.12	20.12	20.12	20.12	20.12	20.12	20.12	20.12	37.17
19	19	19	19	19	19	19	19	19	19



RZ 14-676660

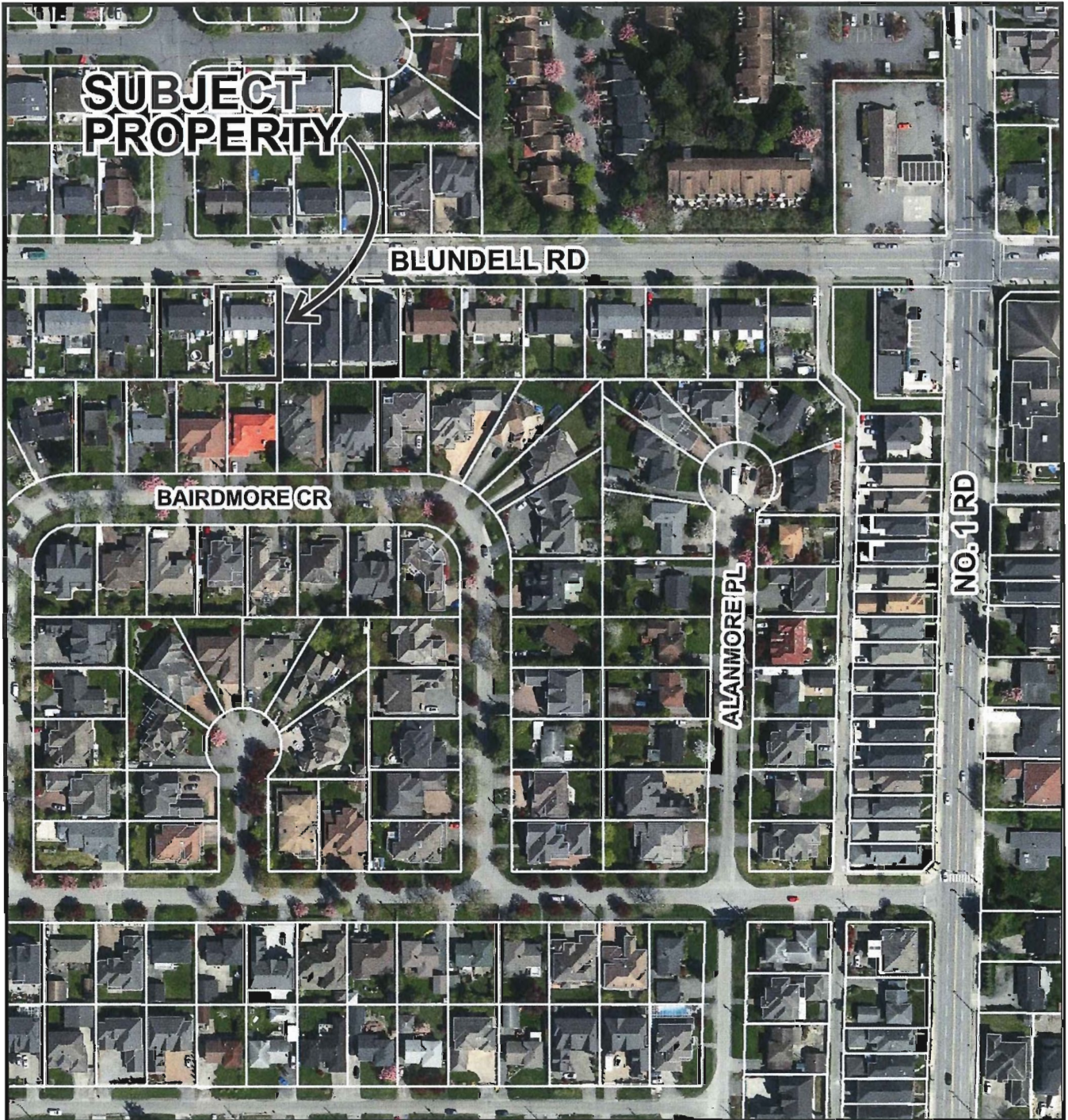
Original Date: 11/24/14

Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 14-676660

Original Date: 11/24/14

Revision Date: 04/28/15

Note: Dimensions are in METRES

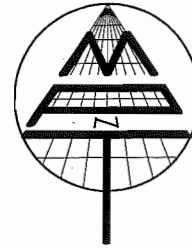
SURVEY PLAN OF STRATA PLAN NWS118 SECTIONS 21 AND 22 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT

FOR THE PURPOSE OF APPLICATION
FOR SUBDIVISION & NUMEROUS PERMITS

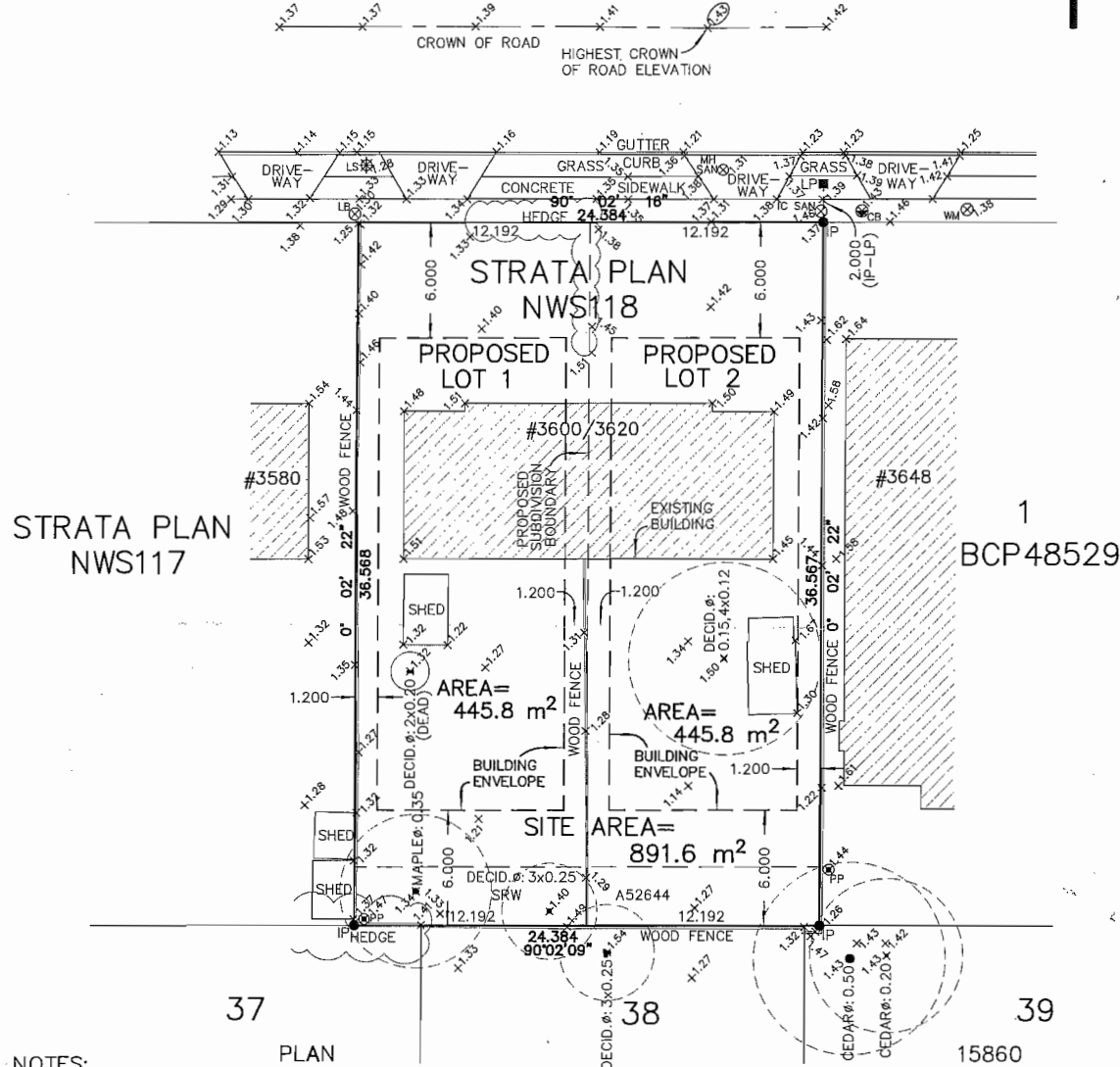
CIVIC ADDRESSES

#3600 & 3620 BLUNDELL ROAD
RICHMOND, B.C.

ZONING: RS2



BLUNDELL ROAD



NOTES:

- ELEVATIONS ARE IN METRES AND ARE DERIVED FROM CITY OF RICHMOND HPN MONUMENT #234 (77H4891) WITH AN ELEVATION OF 1.125 METRES.
- PROPERTY LINE DIMENSIONS ARE DERIVED FROM LAND TITLE OFFICE RECORDS AND LEGAL FIELD SURVEYS.
- ALL DESIGNATED TREES AS DEFINED BY CITY OF RICHMOND BYLAW NO. 8057, ARE SHOWN HEREON.
- STRATA PLAN NWS118 SUBJECT TO STATUTORY RIGHT OF OF WAY CHARGES A52644, A52645, & A52646

LEGEND
SCALE 1:250



ALL DISTANCES ARE IN METRES.

- x 1.32 INDICATES SPOT ELEVATION
- ⊛ LS INDICATES LAMP STANDARD
- MH INDICATES MANHOLE
- ⊙ PP INDICATES POWER POLE
- ⊙ IC INDICATES INSPECTION CHAMBER
- LB INDICATES LAWN BASIN
- ⊙ CB INDICATES ROUND CATCH BASIN
- ⊙ WM INDICATES WATER METER
- IP INDICATES IRON POST
- LP INDICATES

CERTIFIED CORRECT
THIS 3RD DAY OF NOVEMBER, 2014

B.C.L.S.

PLN-64

© COPYRIGHT
MATSON PECK & TOPLISS
SURVEYORS & ENGINEERS
#320 - 11120 HORSESHOE WAY
RICHMOND, B.C., V7A 5H7
PH: 604-270-9331
FAX: 604-270-4137
CADFILE: 17731-001-TPG-001.DWG



RZ 14-676660

Attachment 3

Address: 3600/3620 Blundell Road

Applicant: Trico Developments (B.C.) Inc.

Planning Area(s): Seafair (Mores Neighbourhood)

	Existing	Proposed
Owner:	Trico Developments (B.C.) Inc., No. BC0699780	TBD
Site Size (m²):	891.6 m ²	Proposed west lot: 445.8 m ² Proposed east lot: 445.8 m ²
Land Uses:	Two-family residential (duplex)	Single-family residential
OCP Designation:	Neighbourhood Residential	No change
702 Policy Designation:	Single-Family Lot Size Policy 5474	Complies
Zoning:	Two-Unit Dwellings (RD1)	Single Detached (RS2/B)
Number of Lots:	One (1)	Two (2)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Coverage – Building, structures, non-porous surfaces:	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping with live plant material:	Min. 25%	Min. 25%	none
Setback – Front & Rear Yards (m):	Min. 6.0 m	Min. 6.0 m	none
Setback – Interior Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none
Height:	Max. 2½ storeys	Max. 2½ storeys	none
Lot Size (m ²):	Min. 360 m ²	Proposed west lot: 445.8 m ² Proposed east lot: 445.8 m ²	none
Lot Width (m):	Min. 12 m	Proposed west lot: 12.2 m Proposed east lot: 12.2 m	none
Lot Depth (m):	Min. 24 m	Proposed west lot: 36.6 m Proposed east lot: 36.6 m	none
Lot Frontage (m):	Min. 6.0 m	Proposed west lot: 12.2 m Proposed east lot: 12.2 m	none

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

**Policy 5474:**

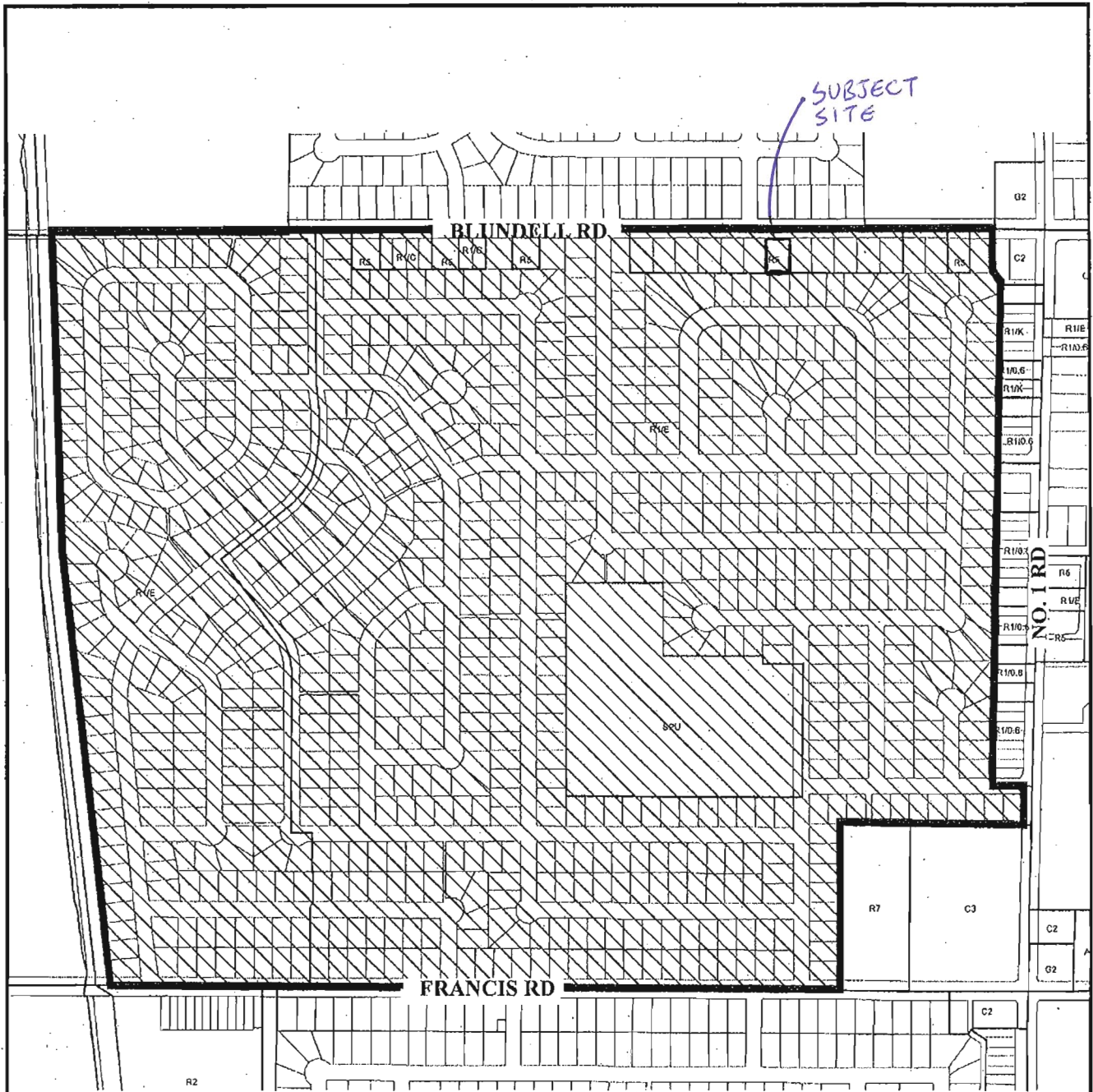
The following policy establishes lot sizes in Sections 21-4-7 & 22-4-7, in the area generally bounded by Blundell Road, No. 1 Road, Francis Road, and West Dyke Trail as shown on the attached map:


1. That properties within the area generally bounded by Blundell Road, No. 1 Road, Francis Road, and West Dyke Trail in Section 21-4-7 & 22-4-7, as shown on the attached map, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area E (R1/E) in Zoning and Development Bylaw No. 5300 with the following exceptions:

That lots with existing duplexes be permitted to rezone and subdivide into two (2) equal halves lots;

and that this policy be used to determine the disposition of future single-family rezoning applications in this area, for a period of not less than five years, unless amended according to Zoning and Development Bylaw No. 5300.

2. Multiple-family residential development shall not be permitted.



 Subdivision permitted as per R1/E



Policy 5474
21-4-7 & 22-4-7

Original Date: 02/29/08

Amended Date: 05/20/08

Note: Dimensions are in METRES



Rezoning Considerations

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

Address: 3600/3620 Blundell Road

File No.: RZ 14-676660

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9207, the developer is required to complete the following:

1. Submission of a landscaping security in the amount of \$4,000 (\$500/tree) to ensure that eight (8) replacement trees (four [4] on each subdivided lot) are planted and maintained on-site. The replacement trees must be a minimum size of 6 cm deciduous caliper or 3.5 m high conifer.
2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Registration of a flood indemnity covenant on title.
4. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Note: Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$5,278) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

5. Discharge of Covenant Registration No. BE316033 from title of the property at 3600 Blundell Road.
6. Discharge of Covenant Registration No. BE316034 from title of the property at 3620 Blundell Road.

At Demolition Permit* Stage, the developer must complete the following requirements:

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

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

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

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

1. Pay servicing costs for the design and construction of frontage and engineering infrastructure improvements via City Work Order. Works include, but may not be limited to the following:

- Using the OCP Model, there is 106.8 L/s of water available at a 20 psi residual at the Blundell Road frontage. Based on the proposed development, the site requires a minimum fire flow of 95.0 L/s. The Developer is required to submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for on-site fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
- At the Developers cost, the City is to cut and cap the existing water service connection at the water main along the Blundell Road frontage, and install two (2) new 25 mm water service connections complete with meters and meter boxes along the Blundell Road frontage.

Storm Sewer Works:

- At the Developers cost, the City is to cap the existing storm service connection at the northwest corner of the subdivision site, and install a new storm IC with two (2) new service connections at the common property line of the two (2) lots along the Blundell Road frontage.

Sanitary Sewer Works:

- At the Developers cost, the City is to cap the existing sanitary service connection at the northeast corner of the subdivision site, and install a new sanitary IC with two (2) new service connections near the common property line of the two (2) lots along the Blundell Road frontage.

Frontage Improvements:

- Developer is to coordinate with BC Hydro, Telus and other private communication service providers:
 - To underground proposed Hydro service lines.
 - When relocating/modifying any existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).
- Developer is required to pay servicing costs for driveway relocation, sidewalk restoration and boulevard upgrades along the subject property frontage on Blundell Road. Upgrades to include the planting of two (2) trees along the existing grassed boulevard in front of the subject site.

General Items:

- The 3 m BC Hydro SRW shall remain along the southern property line of the subdivided lots.

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site

investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

[signed copy on file]

Signed

Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 9207 (RZ 14-676660)
3600/3620 Blundell Road

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

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

P.I.D. 001-124-170

Strata Lot 1 Section 22 Block 4 North Range 7 West New Westminster District Strata Plan NW118 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

P.I.D. 000-856-461

Strata Lot 2 Section 22 Block 4 North Range 7 West New Westminster District Strata Plan NW118 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9207".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Five horizontal lines for recording readings and conditions.

CITY OF RICHMOND APPROVED by [Signature] APPROVED by Director or Solicitor [Signature]

MAYOR

CORPORATE OFFICER



PORT METRO
vancouver

April 30, 2015

Mayor Brodie and Members of Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Mayor Brodie and Members of Council:

AMENDED AND SUPERCEDES letter of April 29, 2015

Re: LMLGA motion and preservation of industrial land

I am writing in response to the series of motions and media advisories released by Richmond council regarding Port Metro Vancouver's Land Use Plan, the designation of the former "Gilmore" property in Richmond as a special study area in that plan, and the initiative to prevent Port Metro Vancouver from owning agricultural land.

With an expected one million people moving to the Lower Mainland by 2040, Port Metro Vancouver shares your concerns around growth and the pressure it puts on land.

Land use decisions of the past have created a crisis in this region that cannot be solved by simply pitting agriculture against industry. Both are important to the region. However, although agricultural land has been protected by the Agricultural Land Commission since 1973, no similar protection exists for industrial land. Beyond federal port lands, industrial land continues to be converted to other uses at an alarming rate through municipal zoning changes.

Industrial activity is a crucial part of Richmond's economy. Richmond's *Resilient Economy Strategy* identifies manufacturing, wholesale, transportation and logistics as providing 34 per cent of all jobs in the city. According to analysis completed by Site Economics Ltd. for Port Metro Vancouver, every 100 acres of industrial land results in \$1.8 billion of direct and secondary economic benefits. Further, industry does not threaten farming, it enhances it. The logistics sector has a crucial role in getting farmers' goods to market. The ongoing loss of industrial land is threatening the livelihoods of tens of thousands of people who rely on the transportation and logistics sector. Without a secure industrial land base, we simply cannot compete for new investment and new jobs - jobs for us now and jobs for the next generation. Protection of industrial land must be a top priority.



100 The Pointe, 999 Canada Place, Vancouver, B.C. Canada V6C 3T4

100 The Pointe, 999 Canada Place, Vancouver, C.-B. Canada V6C 3T4

PLN - 74

Canada

Some facts to consider:

- There are approximately 28,000 acres of industrial land in Metro Vancouver.
- Less than 6,000 acres remain vacant.
- **(CORRECTION): Only about 2,500 acres of unconstrained industrial land remain available for near-term development.**
- **(CORRECTION): Of that 2,500 acres, only about 1,000 acres are suitable for the distribution and logistics industry, from a size and location perspective.**
- Port Metro Vancouver holds only about 200 acres of industrial land suitable for near-term development.

Demand for industrial land is projected to absorb between 1,500 and 3,000 acres of land within the next 5 to 10 years. This means the inventory of remaining industrial land suitable for port and related businesses will be severely diminished as soon as 2020 and potentially exhausted during the next decade.

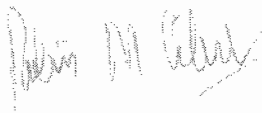
We urge you to broaden the scope of Richmond's motion to LMLGA, UBCM and FCM to focus on the broader issue of integrated land use planning and a mechanism to protect industrial land which will help relieve the ongoing pressure on agricultural land. We suggest there needs to be a process that will address the industrial land shortage through careful review and assessment of the current lands available, with the intent to secure the region's economic growth and prosperity.

It is inevitable that tension will occasionally arise between Port Metro Vancouver and our surrounding municipalities. However, there are also many opportunities for successful collaboration, such as the Habitat Enhancement Program and Local Channel Dredging Program. We believe protection of land is an important collaborative opportunity.

Both Port Metro Vancouver and the City of Richmond share the goal of a sustainable future. It is important to act now and work together, rather than point fingers and try to place blame on any one entity for a complex problem. Although I am concerned by the recent breakdown in communication, I hope we can collaborate to successfully plan for the future – for Richmond, the region and Canada as a whole.

Yours truly,

PORT METRO VANCOUVER



Robin Silvester
President and Chief Executive Officer

... /3

cc: Craig Neeser, Chair, Port Metro Vancouver
The Honourable Norm Letnick, Minister of Agriculture
The Honourable Lisa Raitt, Minister of Transport Canada
Richard Bullock, Chair, BC Agricultural Land Commission
Mayor and Council, Village of Belcarra
Mayor and Council, City of Burnaby
Mayor and Council, City of Coquitlam
Mayor and Council, Corporation of Delta
Mayor and Council, City of Langley
Mayor and Council, Township of Langley
Mayor and Council, City of Maple Ridge
Mayor and Council, City of New Westminster
Mayor and Council, City of North Vancouver
Mayor and Council, District of North Vancouver
Mayor and Council, City of Pitt Meadows
Mayor and Council, City of Port Coquitlam
Mayor and Council, City of Port Moody
Mayor and Council, City of Surrey
Mayor and Council, City of Vancouver
Mayor and Council, City of White Rock
Mayor and Council, District of West Vancouver



PORT METRO
vancouver

April 29, 2015

Mayor Brodie and Members of Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Mayor Brodie and Members of Council:

Re: **LMLGA motion and preservation of industrial land**

I am writing in response to the series of motions and media advisories released by Richmond council regarding Port Metro Vancouver's Land Use Plan, the designation of the former "Gilmore" property in Richmond as a special study area in that plan, and the initiative to prevent Port Metro Vancouver from owning agricultural land.

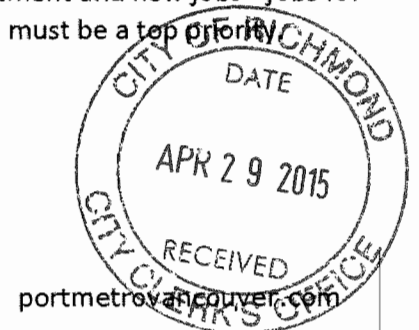
With an expected one million people moving to the Lower Mainland by 2040, Port Metro Vancouver shares your concerns around growth and the pressure it puts on land.

Land use decisions of the past have created a crisis in this region that cannot be solved by simply pitting agriculture against industry. Both are important to the region. However, although agricultural land has been protected by the Agricultural Land Commission since 1973, no similar protection exists for industrial land. Beyond federal port lands, industrial land continues to be converted to other uses at an alarming rate through municipal zoning changes.

Industrial activity is a crucial part of Richmond's economy. Richmond's *Resilient Economy Strategy* identifies manufacturing, wholesale, transportation and logistics as providing 34 per cent of all jobs in the city. According to analysis completed by Site Economics Ltd. for Port Metro Vancouver, every 100 acres of industrial land results in \$1.8 billion of direct and secondary economic benefits. Further, industry does not threaten farming, it enhances it. The logistics sector has a crucial role in getting farmers' goods to market. The ongoing loss of industrial land is threatening the livelihoods of tens of thousands of people who rely on the transportation and logistics sector. Without a secure industrial land base, we simply cannot compete for new investment and new jobs - jobs for us now and jobs for the next generation. Protection of industrial land must be a top priority.

100 The Pointe, 999 Canada Place, Vancouver, B.C. Canada V6C 3T4

100 The Pointe, 999 Canada Place, Vancouver, C.-B. Canada V6C 3T4



PLN - 77

Canada

Some facts to consider:

There are approximately 28,000 acres of industrial land in Metro Vancouver, of which:

- Less than 6,000 acres remain vacant.
- From a size and location perspective, only about 2,500 acres are suitable for the logistics industry.
- Port Metro Vancouver holds only about 200 acres of industrial land suitable for near-term development.

Demand for industrial land is projected to absorb between 1,500 and 3,000 acres of land within the next five to 10 years. This means the inventory of remaining industrial land suitable for port and related businesses will be severely diminished as soon as 2020 and potentially exhausted during the next decade.

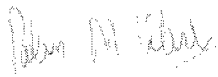
We urge you to broaden the scope of Richmond's motion to LMLGA, UBCM and FCM to focus on the broader issue of integrated land use planning and a mechanism to protect industrial land which will help relieve the ongoing pressure on agricultural land. We suggest there needs to be a process that will address the industrial land shortage through careful review and assessment of the current lands available, with the intent to secure the region's economic growth and prosperity.

It is inevitable that tension will occasionally arise between Port Metro Vancouver and our surrounding municipalities. However, there are also many opportunities for successful collaboration, such as the Habitat Enhancement Program and Local Channel Dredging Program. We believe protection of land is an important collaborative opportunity

Both Port Metro Vancouver and the City of Richmond share the goal of a sustainable future. It is important to act now and work together, rather than point fingers and try to place blame on any one entity for a complex problem. Although I am concerned by the recent breakdown in communication, I hope we can collaborate to successfully plan for the future – for Richmond, the region and Canada as a whole.

Yours truly,

PORT METRO VANCOUVER



Robin Silvester
President and Chief Executive Officer

Mayor Brodie and Members of Council

Page 3

April 29, 2015

cc: Craig Neeser, Chair, Port Metro Vancouver
The Honourable Norm Letnick, Minister of Agriculture
The Honourable Lisa Raitt, Minister of Transport Canada
Richard Bullock, Chair, BC Agricultural Land Commission
Mayor and Council, Village of Belcarra
Mayor and Council, City of Burnaby
Mayor and Council, City of Coquitlam
Mayor and Council, Corporation of Delta
Mayor and Council, City of Langley
Mayor and Council, Township of Langley
Mayor and Council, City of Maple Ridge
Mayor and Council, City of New Westminster
Mayor and Council, City of North Vancouver
Mayor and Council, District of North Vancouver
Mayor and Council, City of Pitt Meadows
Mayor and Council, City of Port Coquitlam
Mayor and Council, City of Port Moody
Mayor and Council, City of Surrey
Mayor and Council, City of Vancouver
Mayor and Council, City of White Rock
Mayor and Council, District of West Vancouver