



## Planning Committee

Anderson Room, City Hall  
6911 No. 3 Road

Tuesday, June 18, 2013  
4:00 p.m.

Pg. #      ITEM

### MINUTES

**PLN-5**      *Motion to adopt the minutes of the meeting of the Planning Committee held on Wednesday, May 22, 2013.*



### NEXT COMMITTEE MEETING DATE

Wednesday, July 3, 2013, (tentative date) at 4:00 p.m. in the Anderson Room

### PLANNING & DEVELOPMENT DEPARTMENT

1. **HOUSING AGREEMENT BYLAW NO. 8693 TO PERMIT THE CITY TO TERMINATE THE HOUSING AGREEMENT REFERRED TO IN HOUSING AGREEMENT (9340, 9360, 9400 ODLIN ROAD) BYLAW NO. 8626 AND TO ENTER INTO A NEW HOUSING AGREEMENT REGARDING 9388 ODLIN ROAD (FORMERLY 9340, 9360, 9400 ODLIN ROAD)**

(File Ref. No. 12-8060-20-8693/8626) (REDMS No. 3160235 v.2)

**PLN-14**

See Page **PLN-14** for full report

*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That Bylaw No. 8693 be introduced and given first reading to permit the City to terminate the housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin Road) Bylaw No. 8626 and to enter into a new Housing Agreement regarding 9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road) with 0845260 B.C. Ltd.*



2. **APPLICATION BY BARSTOW CONSTRUCTION LTD. FOR REZONING AT 10480 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**  
(File Ref. No. 12-8060-20-9029; RZ 13-631570) (REDMS No. 3842553)

PLN-39

See Page PLN-39 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9029, for the rezoning of 10480 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.*



3. **APPLICATION BY OVAL 8 HOLDINGS LTD. FOR A ZONING TEXT AMENDMENT TO REMOVE THE REQUIREMENT TO PROVIDE AFFORDABLE HOUSING AT 6611, 6622, 6655, 6811 AND 6899 PEARSON WAY (RIVER GREEN)**  
(File Ref. No. 12-8060-20-9035; ZT 12-610289) (REDMS No. 3847558 v.7)

PLN-54

See Page PLN-54 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9035, for a Zoning Text Amendment to the “High Rise Apartment and Olympic Oval (ZMU4) - Oval Village (City Centre)” zone to decrease the allowable floor area ratio (FAR) to a maximum of 2.9 and other amendments regarding 6611, 6622, 6655, 6811 and 6899 Pearson Way (River Green) be introduced and given first reading; and*

- (2) *That the affordable housing contribution resulting from the Zoning Text Amendment regarding 6611, 6622, 6655, 6811 and 6899 Pearson Way (ZT 12-610289) be allocated entirely (100%) to the capital Affordable Housing Reserve Fund established by Reserve Fund Establishment Bylaw No. 7812.*



4. **APPLICATION BY PARC RIVIERA PROJECT INC. FOR A ZONING TEXT AMENDMENT TO “RESIDENTIAL MIXED USE COMMERCIAL (ZMU17) – RIVER DRIVE/NO. 4 ROAD (BRIDGEPORT)” AND HOUSING AGREEMENT TERMINATION REGARDING 10011, 10111, 10199 AND 10311 RIVER DRIVE**

(File Ref. No. 12-8060-20-9036/9037/8815; ZT 12-611282) (REDMS No. 3859148 v.2)

PLN-69

See Page PLN-69 for full report

*Designated Speaker: Wayne Craig*

**STAFF RECOMMENDATION**

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9036, for a Zoning Text Amendment to the “Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)” site specific zone, to decrease the allowable Floor Area Ratio (FAR) to a maximum of 1.38 for 10011, 10111, 10199 and 10311 River Drive (Parc Riviera), be introduced and given first reading;*
- (2) *That Termination of Housing Agreement (Parc Riviera) Bylaw 9037, to authorize the termination, release and discharge of the Housing Agreement entered into pursuant to Housing Agreement (1880 No. 4 Road and 10071, 10091, 10111, 10131, 10151, 10311 River Drive) Bylaw No. 8815, be introduced and given first reading; and*
- (3) *That the affordable housing contribution resulting from the Zoning Text Amendment regarding 10011, 10111, 10199 and 10311 River Drive (ZT 12-611282) be allocated entirely (100%) to the capital Affordable Housing Reserve Fund established by Reserve Fund Establishment Bylaw 7812.*



5. **MANAGER’S REPORT**

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ITEM

## ADJOURNMENT





## Planning Committee

Date: Wednesday, May 22, 2013

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Chak Au  
Councillor Linda Barnes  
Councillor Harold Steves

Absent: Councillor Evelina Halsey-Brandt

Also Present: Councillor Linda McPhail

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

## MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on Tuesday, May 7, 2013, be adopted as circulated.*

**CARRIED**

## NEXT COMMITTEE MEETING DATE

Tuesday, June 18, 2013, (tentative date) at 4:00 p.m. in the Anderson Room

**Planning Committee**  
**Wednesday, May 22, 2013**

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There was agreement to vary to the order of the agenda to consider Item No. 4 first.

**PLANNING & DEVELOPMENT DEPARTMENT**

**4. APPLICATION BY AJIT THALIWAL FOR REZONING AT 8960 HEATHER STREET FROM SINGLE DETACHED (RS1/B) TO SINGLE DETACHED (RS2/A)**

(File Ref. No. 12-8060-20-9011; RZ 13-628035) (REDMS No. 3824001)

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9011, for the rezoning of 8960 Heather Street from "Single Detached (RS1/B)" to "Single Detached (RS2/A)", be introduced and given first reading.*

**CARRIED**

**1. HAMILTON AREA PLAN UPDATE: 2<sup>ND</sup> PUBLIC SURVEY FINDINGS AND PROPOSED AREA PLAN CONCEPT**

(File Ref. No. 08-4045-20-14/2013) (REDMS No. 3851456)

Terry Crowe, Manager, Policy Planning, provided background information and highlighted the following information:

- three development options were presented for consideration at the second Open House, each option varying in estimated population increases and densities;
- a total of 76 completed surveys were submitted; overall, the surveys indicated that the public preferred Option 3 as it suggested the highest level of community amenities;
- staff conducted a preliminary analysis of the types and costs of amenities and the ability of the three option to provide them;
- as a result of the preliminary analysis, staff enhanced Option 1 (lowest estimated population increase and density) and propose Option 4; and
- Option 4 can provide the majority of the preferred community amenities as suggested in Option 3, however with a significantly lower estimated build-out population.

With the aid of various artist renderings, Mr. Crowe reviewed the various Hamilton areas and commented on the proposed types of development for each area. Also, Mr. Crowe noted that the Hamilton area abuts the City of New Westminster's Queensborough community and as such, there is potential to improve 'live, work, play' opportunities for Hamilton residents.

2.

## Planning Committee

### Wednesday, May 22, 2013

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In response to a comment made by the Chair, Mr. Crowe summarized the proposed changes to the Hamilton area plans: (i) Area 1 will remain as-is with predominantly single-family dwellings; (ii) Area 2 will retain the existing park and could accommodate townhouses; and (iii) Area 3 will be enhanced with a new riverfront park, the shopping centre will be densified, the north side of Gilley Avenue could accommodate mixed-uses, and the remainder of Area 3 could accommodate a range of townhouses.

In reply to queries from Committee, Mr. Crowe advised that (i) the projected population increase and the provision of community amenities is based on the build out of the Hamilton Area Plan for 2034; and (ii) the proposed Concept is based on a 'Developer Pay' approach, as such, funds towards amenities would be collected as development occurs.

Discussion ensued regarding public transportation in the Hamilton area, and Victor Wei, Director, Transportation, advised that TransLink was consulted regarding the various land use options, and support the principles that encourage the use of sustainable transportation such as walking and cycling.

In response to a query from Committee, Mr. Crowe commented on the 'Developer Pay' approach, noting that staff consider the set of proposed community amenities in the proposed Concept reasonable. Mr. Crowe clarified that the City is not asking developers to fund amenities such as a museum or art gallery.

The Chair spoke of the projected population increase and the potential need for an additional elementary school and a new high school in the Hamilton area.

Dana Westermarck, Oris Consulting Ltd., spoke in favour of the proposed Concept, and was of the opinion that the Hamilton community welcomes the development of their neighbourhood. Also, he stated that he believes that there is a sense of urgency in moving forward with the proposed Concept, and as such, requested that the City proceed in a timely manner.

Mr. Westermarck believed that the next phase of public consultation should first ensure that the proposed Concept (Option 4) meets the expectations of Hamilton residents and second, clarify what is expected of the development community. He stated concern related to (i) the assumption that developers contribute approximately 65% of the land lift from rezonings to proposed community amenities, and (ii) the findings of the City's independent economic consultant, noting that the figures have not been shared with the development community. Mr. Westermarck was of the opinion that these issues need to be discussed with the Urban Development Institute, the Greater Vancouver Home Builders' Association, and local builders.

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Mr. Westermarck concluded by suggesting that the proposed Concept specify areas for single-family dwellings in an effort to seamlessly transition between lower and higher density areas.

*Councillor McPhail left the meeting (4:39 p.m.).*

In reply to a query from Committee, Mr. Crowe advised that the findings of the City's independent economic consultant would be shared with the development community prior to finalizing the proposed Concept.

*Councillor McPhail re-entered the meeting (4:43 p.m.).*

Joe Erceg, General Manager, Planning and Development, stated that once the public consultation phase has concluded, a detailed implementation plan would be developed. Also, Mr. Erceg commented that while the proposed Concept reflects a 'Developer Pay' approach for community amenities, developers would not be asked to fund other facilities that the City typically funds such as a Fire Hall.

It was moved and seconded

*That the proposed Hamilton Area Plan Update Concept be presented for public comment as outlined in the staff report dated May 14, 2013, from the General Manager, Planning and Development.*

**CARRIED**

**2. PROPOSED EXPANSION OF CONVERTIBLE TOWNHOUSE FEATURES THROUGH INCLUSION OF SELECTED SAFERHOME STANDARDS**

(File Ref. No. 08-4057-07) (REDMS No. 3810778)

Wayne Craig, Director, Development, provided background information, noting that it is recommended that the Convertible Unit Guidelines be updated to include nine SAFERhome Standards criteria and to introduce one equivalency provision.

It was moved and seconded

*That the Convertible Unit Guidelines, which apply to townhouse development, be expanded to include the specific SAFERhome features identified in the staff report dated May 1, 2013 from the Director, Development and the Senior Manager, Building Approvals.*

**CARRIED**



**Planning Committee**  
**Wednesday, May 22, 2013**

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**3. APPLICATION BY SANDHILL HOMES LTD. FOR REZONING AT 9080 NO. 3 ROAD FROM ASSEMBLY (ASY) TO LOW DENSITY TOWNHOUSES (RTL4)**

(File Ref. No. 12-8060-20-9030/9031; RZ 12-619503) (REDMS No. 3839351 v.3)

Mr. Craig provided a brief history of the proposed subject site and commented on Council's policy related to applications that re-designate land from 'Community Institutional' to other Official Community Plan (OCP) designations for the purpose of redevelopment.

In reply to a query from Committee, Mr. Craig advised that he was not aware of the subject site's permissive tax exemption history.

Discussion ensued regarding the equity of re-designating land from 'Assembly Use' to other OCP designations for the purpose of redevelopment as it relates to permissive tax exemptions. It was suggested that such applications be required to repay an average of permissive tax exemptions granted.

In reply to a query from Committee, Mr. Craig stated that the subject site could accommodate a small assembly should there be a demand in the market.

Jon Henderson, 8271 Rideau Drive, accompanied by Gerald Tangi, 8311 Rideau Drive, expressed concern regarding the proposed development. Mr. Henderson read from his submission (attached to and forming part of these Minutes as Schedule 1). In reply to a query from Committee, Mr. Henderson stated that additional green space on the subject site would be welcomed.

Discussion took place regarding Council's policy related to applications that re-designate land from 'Assembly Use' to other OCP designations for the purpose of redevelopment. It was noted that the policy states that such applications be reviewed on a case-by-case basis.

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

It was moved and seconded

- (1) That the Application by Sandhill Homes Ltd. for rezoning at 9080 No. 3 Road from Assembly (ASY) to Low Density Townhouses (RTL4) be referred back to staff to examine the issue of green space; and*
- (2) That staff examine in general the question of repayment of taxes to the City if a permissive tax exemption was granted.*

The question on the referral was not called as discussion ensued regarding the loss of 'Assembly Use' designation for the purpose of redevelopment and its effects on the community.

The Chair expressed concern regarding the proposed referral, noting that a policy with several principles regarding such matters may be more suitable than applying a case-by-case standard.

5.

**Planning Committee**  
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In reply to a query from the Chair, Mr. Erceg advised that staff would require at minimum three months to draft fundamental principles to be applied to applications that re-designate land from 'Assembly Use' to other OCP designations for the purpose of redevelopment.

There was agreement to add the following text to the end of Part 2 of the proposed referral: 'and any other principles that may be applied to such applications.'

Discussion further ensued and it was noted that the Applicant likely did not receive permissive tax exemptions for the proposed development site, and as such, additional green space should be investigated to enhance the application. However, in the case of all 'Assembly Use' re-designations, if permissive tax exemptions were granted, an average of those taxes should be repaid to the City. Furthermore, if permissive tax exemptions were not granted, is there something that the City should reasonably request from the applicant.

Committee clarified in making the referral motion that a full policy review is not intended, rather that staff are requested to clarify the type of considerations that the City may reasonably request with regard to such applications.

The question on the referral, which now reads,

- '(1) That the Application by Sandhill Homes Ltd. for rezoning at 9080 No. 3 Road from Assembly (ASY) to Low Density Townhouses (RTL4) be referred back to staff to examine the issue of green space; and*
- (2) That staff examine in general:*
  - (a) the question of repayment of taxes to the City if a permissive tax exemption was granted; and*
  - (b) any other principles that may be applied to such applications.'*

was then called and it was **CARRIED**.

**4. APPLICATION BY AJIT THALI WAL FOR REZONING AT 8960 HEATHER STREET FROM SINGLE DETACHED (RS1/B) TO SINGLE DETACHED (RS2/A)**

(File Ref. No. 12-8060-20-9011; RZ 13-628035) (REDMS No. 3824001)

Please see Page 2 for action on this matter.

5. **MANAGER'S REPORT**

*(i) Request by the City of Port Moody for Additional Regional Growth Strategy Special Study Areas*

Mr. Crowe referenced a memorandum dated May 22, 2013 (copy on file, City Clerk's Office) regarding the City's response to a proposed Metro Vancouver Regional Growth Strategy (RGS) amendment requested by the City of Port Moody. Also, Mr. Crowe commented on the timeframe for municipalities to respond to RGS amendments of this kind, noting that 30 days is insufficient.

Discussion ensued and Committee expressed concern regarding the proposed RGS amendment.

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

It was moved and seconded

*That staff prepare a resolution to be submitted to Metro Vancouver expressing Richmond's opposition to the conversion of industrial lands to other uses.*

**CARRIED**

*(ii) Planning & Development Department Updates*

Mr. Craig provided an update on the Ling Yen Mountain Temple, noting that a second open house is anticipated to take place mid-June 2013.

Mr. Craig commented on a liquor store relocation application, noting that as part of the application process, a telephone survey with area residents would be conducted in order to determine if the neighbourhood supports such an application.

Mr. Craig provided an update on the referral related to the rezoning application at 4991 No. 5 Road, highlighting that staff have negotiated an increase in cash contributions for additional density.

In reply to a query from Committee, Mr. Craig advised that due to the subject site's proximity to Highway 99, the Ministry of Transportation and Infrastructure has requested that a noise attenuation wall be constructed.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:36 p.m.).*

**CARRIED**

**Planning Committee**  
**Wednesday, May 22, 2013**

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Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, May 22, 2013.

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Councillor Bill McNulty  
Chair

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Hanieh Berg  
Committee Clerk

May 22 , 2013 ,

**Schedule 1 to the Minutes of the  
Planning Committee meeting held  
on Wednesday, May 22, 2013.**

To Richmond City Council ,

This rezoning application ( RZ 11-577561 ) at 9080 # 3<sup>RD</sup>. and the details surrounding it have left the adjacent neighbours in the Rideau subdivision somewhat perplexed. What was to become a Jewish synagogue will now become 12 town homes sold at market value. What was Assembly land will be rezoned to a multiple family designation. We have been led to believe that the new OCP which has been in place since November of 2012 nullifies many of the pre-existing concerns regarding the disposition of Assembly zoned land and allows for any kind of development including multi-family housing based on market value without significant compensation to the community. The following are other concerns that we as adjacent neighbours have with respect to this particular application..

A ) As neighbours to the ongoing development at 9100 # 3 Rd., we were not made aware that any development on the adjacent property at 9080 #3<sup>Rd</sup> would be accessed through the ongoing development at 9100 #3<sup>Rd</sup> ( entrance and exit ). Although this allowance will not significantly impact the neighbours on Rideau Dr. ,we should have at least been informed. This agreement also raises questions as to when and why did the City of Richmond sacrifice Assembly zoned property in order to accept proposals which would complement the development next door ? At the present time, a retaining wall and fence is securely in place separating both properties.

B ) We are discouraged that the City has abandoned its policy of exacting a" significant" Community Benefit for those Assembly lands that have been allowed to rezone to multi-family, based on market valued housing - a policy that appears to have been in place up until 2009.

C ) We are also discouraged that the City has abandoned its policy of preserving Assembly zoned lands, given the fact that up to 2009 city staff were concerned that such lands were being lost to market driven forces.

D ) We were also discouraged that the developer at 9080 # 3Road [ Sandhill Construction ] hasn't taken the time to meet with the homeowner at 9311 Rideau Drive (the only adjacent single family residence to directly feel the full impact of this project ) in order to explore ways of lessening the impact of said development. eg. providing the amenity space adjacent to the single family home. We understand that this is not a requirement in the City of Richmond but it would have been a polite gesture.

It appears that this application for rezoning is" fait accompli "; however , we hope Council reconsiders its policy regarding the rezoning of Assembly lands given the fact these lands have some distinct amenities attached to them.

Respectively submitted by.

Gerald Tangi (9311 Rideau Drive)

and Jon Henderson (8271 Rideau Drive)

On behalf of other Rideau residents affected by this development.



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** May 31, 2013  
**From:** Cathryn Volkering Carlile  
General Manager, Community Services **File:**  
**Re:** Housing Agreement Bylaw No. 8693 to Permit the City to terminate the  
housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin  
Road) Bylaw No. 8626 and to enter into a new Housing Agreement regarding  
9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road)

### Staff Recommendation

That Bylaw No. 8693 be introduced and given first reading to permit the City to terminate the housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin Road) Bylaw No. 8626 and to enter into a new Housing Agreement regarding 9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road) with 0845260 B.C. Ltd.

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

Att. 1

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

## Staff Report

### Origin

The purpose of this report is to recommend to Council adoption of Housing Agreement Bylaw (Bylaw No. 8693, **attached**) to permit the City to terminate the housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin Road) Bylaw No. 8626 and to enter into a new Housing Agreement regarding 9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road) with 0845260 B.C. Ltd. in order to secure 10 affordable units.

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

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

On October 25, 2010, Council adopted the recommendation from the report entitled "*Affordable Housing Strategy: 2010 Annual Review of Income Thresholds and Affordable Rent Rates*". The recommendations involved aligning the income thresholds and rent rates specified in the City's housing agreement with Core Need Income Threshold values and/or other applicable data released from Canada Mortgage and Housing Corporation (CMHC) in years when it is released to reflect current market and affordability trend data. The report proposed that:

1. Staff will adjust the annual income threshold and maximum permitted rent for affordable housing once every calendar year, and
2. The effective date for the adjustment will be applied to all Housing Agreements brought forward after the date of Council approval.

Developers expressed concern that the adjusted rates and thresholds would not apply to existing Housing Agreements executed prior to October 25, 2010. With consideration to these concerns, Council approved a rate review process to be conducted with property owners who signed Housing Agreements prior to this date.

In accordance with Council's approval and Section 905(4) of the *Local Government Act*, a bylaw and the consent of the property owner is required to amend the Housing Agreement. Further, each review determination is at the discretion of Council and requires a public hearing process.

On July 19, 2010, Housing Agreement Bylaw 8626 was adopted by Council to permit the City to enter into a Housing Agreement with 0845260 B.C. Ltd. to secure 10 affordable low end market rental units at 9340, 9360, 9400 Odlin Road (now 9388 Odlin Road) as part of Rezoning Application No. 09-453123.

The property owner has since applied for its existing Housing Agreement to be reviewed for a rate adjustment. Staff have completed the review and revision of the existing Housing Agreement to reflect the adjusted rent and income values as well as to include other updated amendments.

The proposed Housing Agreement Bylaw for the subject 9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road) development (Bylaw 8693) is presented as attached. It is recommended that the Bylaw be introduced and given first reading in order to permit the City to enter into the new Housing Agreement. Following adoption of the Bylaw, the City will be able to terminate the existing housing agreement, cause Notices and other charges registered at the Land Title Office in respect to the existing Housing Agreement to be discharged from title, and execute the new Housing Agreement in substantially the form attached (**Attachment 1**) and arrange for notice of the new Housing Agreement and for registration of the new Housing Covenant related to the new Housing Agreement, both to be filed in the Land Title Office.

### Analysis

The Housing Agreement restricts annual household income and restricts rents in perpetuity for the 10 units. The Housing Agreement includes provisions for adjustment of the maximum annual household income and rental rates on an annual basis.

The existing Housing Agreement reflects 2009 rent and income rates established by the City prior to adopting the proposed amended rates that align with CMHC Core Need Income Threshold data and BC Housing Income Limits. The table below provides a comparison by unit type of the maximum total household income and monthly rent values in the existing Housing Agreement and the proposed new Housing Agreement for the 10 affordable low end market rent units:

Unit Type	Total Household Annual Income		Maximum Monthly Rent	
	<i>Existing (2009)</i>	<i>Amended(2013)</i>	<i>Existing (2009)</i>	<i>Amended(2013)</i>
3 one-bedroom units	\$26,000	\$38,000 or less	\$580	\$950
7 two-bedroom units	\$30,500	\$46,500 or less	\$650	\$1,162

In addition, the Housing Agreement has been reviewed for general terms of reference and consistency of language.

The affordable housing units are not occupied; therefore, the rent adjustment will not affect existing tenants.

### Financial Impact

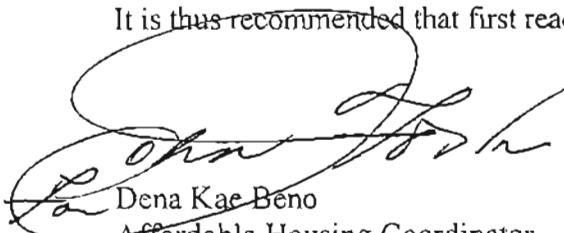
Administration of this Housing Agreement will be covered by existing City resources.



## Conclusion

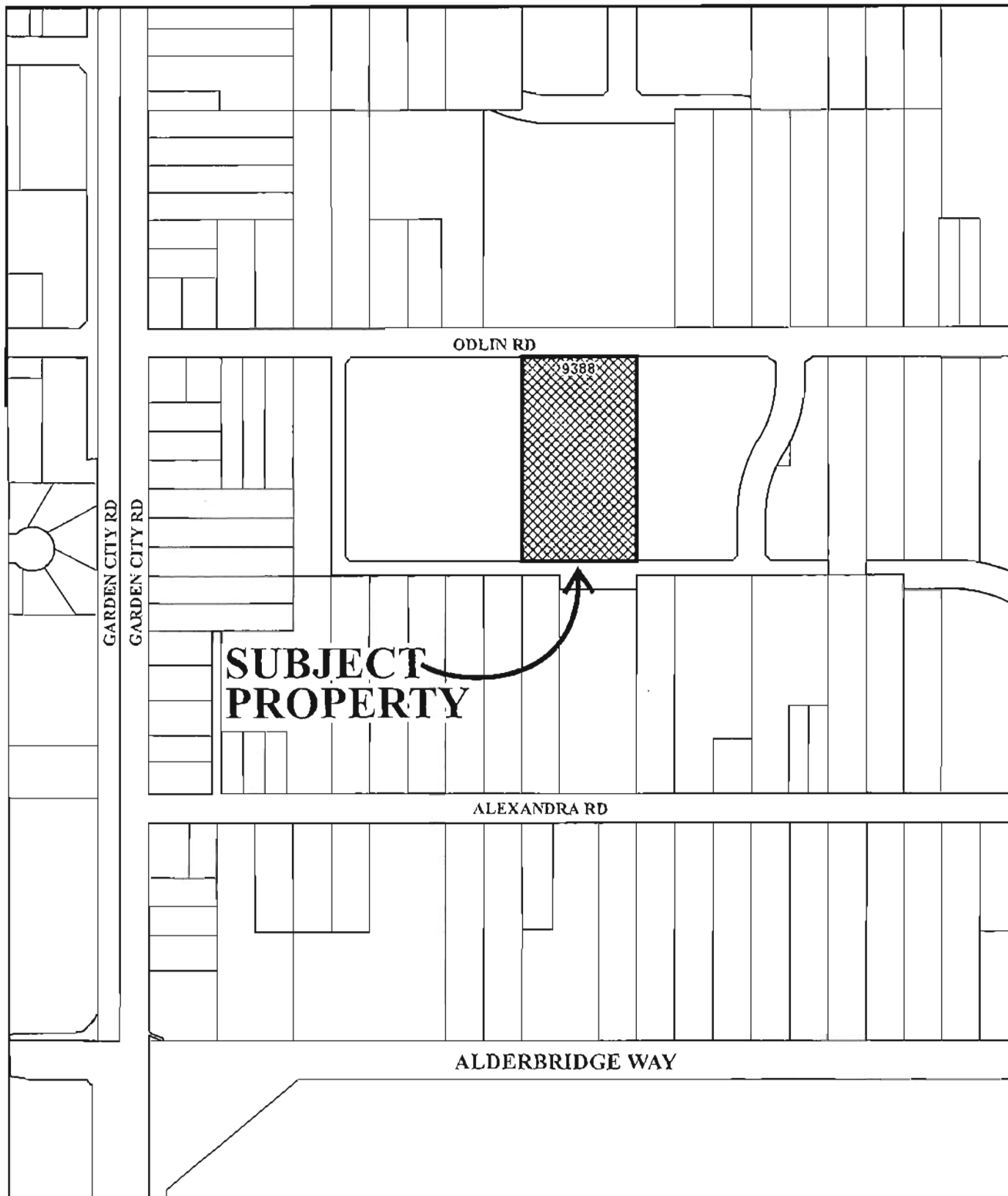
In accordance with the *Local Government Act* (Section 905), adoption of Bylaw No. 8693 is required to permit the City to terminate the housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin Road) Bylaw No. 8626 and to enter into a new Housing Agreement regarding 9388 Odlin Road (formerly 9340, 9360, 9400 Odlin Road) with 0845260 B.C. Ltd. in order to secure 10 affordable units.

It is thus recommended that first reading be given to Bylaw No. 8693.



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

DKB:dkb



9388 Odlin Road

Original Date: 06/03/13

Revision Date:

Note: Dimensions are in METRES

Schedule A

To Housing Agreement (0845260 B.C. Ltd.) Bylaw No. 8693

HOUSING AGREEMENT BETWEEN 0845260 B.C. Ltd- CONCORD PACIFIC  
DEVELOPMENTS INC. AND THE CITY OF RICHMOND



**Housing Agreement (9388 Odlin Road) (formerly 9340, 9360, 9400  
Odlin Road) Bylaw No. 8693**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to:
  - (a) execute agreements to terminate the housing agreement referred to in Housing Agreement (9340, 9360, 9400 Odlin Road) Bylaw No. 8626 (the "Original Housing Agreement");
  - (b) cause Notices and other charges registered at the Land Title Office in respect to the Original Housing Agreement to be discharged from title;
  - (c) execute such other documentation required to effect the termination of the Original Housing Agreement;
  - (d) execute a housing agreement (the "New Housing Agreement"), substantially in the form set out as Schedule A to this Bylaw, with the owner of the land legally described as:

PID: 028-307-976

Lot A Section 34 Block 5 North Range 6 West NWD

Plan BCP45824

2. This Bylaw is cited as "Housing Agreement (9388 Odlin Road) (formerly 9340, 9360, 9400 Odlin Road) Bylaw No. 8693".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

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

**THIS AGREEMENT** is dated for reference the 11<sup>th</sup> day of March 2013.

**BETWEEN:**

**0845260 B.C. LTD.** (Inc. No. BC0845260), a company duly incorporated under the laws of the Province of British Columbia, 9<sup>th</sup> Floor – 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(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 City has approved an Affordable Housing Strategy (as hereinafter defined) and the requirement for this Agreement has arisen, in part, from the Affordable Housing Strategy;
- C. The Owner is the owner of the Lands (as hereinafter defined); and
- D. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the City's Affordable Housing Strategy dated May 9, 2007, and approved by City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"City"** means the City of Richmond;
- (e) **"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;
- (f) **"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;
- (g) **"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;
- (h) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a bachelor unit, \$34,000 or less;
  - (ii) in respect to a one bedroom unit, \$38,000 or less;

- (iii) in respect to a two bedroom unit, \$46,500 or less; or
- (iv) in respect to a three or more bedroom unit, \$57,500 or less

provided that, commencing March 11, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released;

- (i) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (j) **"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 \_\_\_\_\_, 201\_, under number \_\_\_\_\_, as it may be amended or replaced from time to time;
- (k) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (l) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (m) **"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: 028-307-976  
 Lot A Section 34 Block 5 North Range 6 West NWD  
 Plan BCP45824
- (n) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (o) **"LTO"** means the New Westminster Land Title Office or its successor;
- (p) **"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;

(q) **"Permitted Rent"** means no greater than:

- (i) \$850.00 a month for a bachelor unit;
- (ii) \$950.00 a month for a one bedroom unit;
- (iii) \$1,162.00 a month for a two bedroom unit; and
- (iv) \$1,437.00 a month for a three (or more) bedroom unit,

provided that, commencing March 11, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (r) **"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;
- (s) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (t) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (u) **"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*;
- (v) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (w) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.



1.2 In this Agreement:

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

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the

form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

### ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
  - (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

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

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

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

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

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

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

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

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

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

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

the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of this Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property record; 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 record in addition to noted against title to those strata lots which are used as Affordable Housing Units.

## 7.2 Modification

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

## 7.3 Management

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

## 7.4 Indemnity

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

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

**7.5 Release**

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

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

**7.6 Survival**

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

**7.7 Priority**

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

**7.8 City's Powers Unaffected**

This Agreement does not:

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

**7.9 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

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

#### **7.10 No Public Law Duty**

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

#### **7.11 Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, in the case of the Owner, 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

Attention: City Clerk, with a copy to the City Solicitor

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

#### **7.12 Enuring Effect**

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

#### **7.13 Severability**

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

#### **7.14 Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any



number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

#### **7.15 Sole Agreement**

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

#### **7.16 Further Assurance**

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

#### **7.17 Covenant Runs with the Lands**

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

#### **7.18 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.

#### **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.

**7.24 Counterparts**

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, and each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

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

**0845260 B.C. LTD.**

by its authorized signatory:

Per: \_\_\_\_\_  
Dennis Au-Yeung

**CITY OF RICHMOND**

by its authorized signatories:

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

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

**THE TORONTO-DOMINION BANK**  
by its authorized signatories:

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

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

## 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____.	)	
	)	
	)	
	)	
_____	)	_____ DECLARANT
A Commissioner for Taking Affidavits in the	)	
Province of British Columbia	)	

## 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 0845260 B.C. Ltd. (the "**Owner**") in respect to the lands and premises legally known and described as:

PID: 028-307-976  
Lot A Section 34 Block 5 North Range 6 West NWD  
Plan BCP45824

(the "**Lands**")

THE TORONTO-DOMINION BANK (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 Land Title Office as follows:

Mortgage CA2843763 and Assignment of Rents CA2843764

(the "**Prior Charges**").

FOR 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, the Chargeholder, being the holder of the Prior Charges, 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 Prior Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Prior Charges and prior to the advance of any monies pursuant to the Prior Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.



# City of Richmond

## Report to Committee Fast Track Application Planning and Development Department

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

**Date:** May 29, 2013  
**File:** RZ 13-631570

**Re:** Application by Barstow Construction Ltd. for Rezoning at 10480 Williams Road from Single Detached (RS1/E) to Compact Single Detached (RC2)

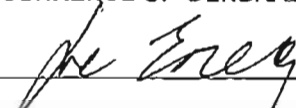
### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9029, for the rezoning of 10480 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.



Wayne Craig  
Director of Development

ES/CL:kt  
Att.

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

**Staff Report**

<b>Item</b>	<b>Details</b>
Applicant	Barstow Construction Ltd.
Location	10480 Williams Road - See <b>Attachment 1</b>
Development Data Sheet	See <b>Attachment 2</b>
Zoning	Existing: Single Detached (RS1/E) Proposed: Compact Single Detached (RC2)
OCP Designation	Neighbourhood Residential <span style="float: right;">Complies <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</span>
Lot Size Policy	Lot Size Policy 5443 (adopted by Council in 1990) – permits rezoning and subdivision of properties fronting on Williams Road between No. 4 Road and Shell Road in accordance with the provisions of "Compact Single Detached (RC2)" provided that vehicle accesses are to the existing rear laneway only ( <b>Attachment 3</b> ). <span style="float: right;">Complies <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</span>
Other Designations	The Arterial Road Policy identifies the subject site for redevelopment to compact lots with rear lane access. <span style="float: right;">Complies <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</span>
Affordable Housing Strategy Response	The applicant proposes to provide a legal secondary suite on one (1) of the two (2) future lots at the subject site. <span style="float: right;">Complies <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</span>
Flood Management	Registration of a flood indemnity covenant on Title is required prior to rezoning adoption.
Surrounding Development	North: Directly across Williams Road, are four (4) newer homes on lots zoned "Single Detached Convertible Accessible (ZS4) – Steveston and Shellmont". South: Facing Aintree Crescent, are two (2) older homes on lots zoned "Single Detached with Granny Flat or Coach House – Edgemere (RE1)". East: Two (2) newer homes on a lots zoned "Compact Single Detached (RC1)". West: Older dwellings on large lots zoned "Single Detached (RS1/E)".
Rezoning Considerations	See <b>Attachment 4</b>

**Staff Comments**Background

This proposal is to enable the creation of two (2) smaller lots from an existing large lot. Each new lot proposed would be approximately 12 m wide and 402 m<sup>2</sup> in area. The north and south sides of this block of Williams Road, between Aragon Road and Shell Road, have seen a great deal of redevelopment through rezoning and subdivision in recent years. The subject application is consistent with the pattern of redevelopment already established in the immediate



neighbourhood. Potential exists for other remaining lots on the north and south sides of this block of Williams Road to redevelop in the same manner.

### Trees & Landscaping

A Tree Survey and a Certified Arborist's report were submitted by the applicant in support of the application. The following trees were identified and assessed: Six (6) bylaw-sized trees on-site, one (1) bylaw-sized tree under joint ownership with 10460 Williams Road, five (5) off-site birch trees located at 10460 Williams Road, and four (4) street trees on City-owned property. The City's Tree Preservation Coordinator reviewed the Arborist's Report, conducted a Visual Tree Assessment, and concurs with the recommendations to:

- Retain and protect the four (4) street trees on City-owned property along Williams Road.
- Remove six (6) bylaw-sized trees (Trees # 2, 3, 4, 5, 6, 7) from the site due to poor condition and structure (i.e. previous topping, exhibiting decay, poor form).
- Remove one (1) bylaw-sized tree (Tree # 1) under joint ownership with 10460 Williams Road to the west due to poor condition (i.e. previous topping), with written authorization from the property owner (a copy of which is on file).
- Remove the following off-site trees located at 10460 Williams, with written authorization from the property owner (a copy of which is on file).
  - Three (3) off-site birch trees, two of which are dead and the other is exhibiting a significant cavity at the basal flare.
  - Two (2) off-site birch trees, which are in good condition, however would require special measures to retain them, which are not warranted due to their location within the side yard and the potential impacts with retention.

Tree Protection Fencing must be installed to City standard around the street trees on City-owned property along Williams Road. Tree Protection Fencing must be installed prior to demolition of the existing dwelling and must remain in place until construction and landscaping on the future lots is completed.

The Tree Retention Plan is reflected in **Attachment 5**, and includes a list of tree species proposed to be removed and retained.

Based on the 2:1 tree replacement ratio goal in the Official Community Plan (OCP), a total of 14 replacement trees are required to be planted and maintained on the future lots. Due to the compact size of the future lots, the applicant has agreed to plant and maintain six (6) replacement trees on the future lots (sizes are identified in **Attachment 4**), and to provide a voluntary contribution to the City's Tree Compensation Fund in the amount of \$4000 in-lieu of planting the balance of replacement trees on-site (i.e. 8 trees at \$500/replacement tree).

To ensure that the replacement trees are planted on-site, and that the front yards of the future lots are enhanced, the applicant must submit a Landscape Plan, prepared by a Registered Landscape Architect, along with a Landscaping Security (based on 100% of the cost estimate provided by the Landscape Architect, including installation costs). The Landscape Plan must be submitted prior to rezoning adoption. A variety of suitable native and non-native replacement trees must be

incorporated into the required Landscape Plan for the site, ensuring a visually rich urban environment and diverse habitat for urban wildlife.

To compensate for the removal of the five (5) off-site birch trees at 10460 Williams Road with the required tree removal permits at development stage, the applicant intends to plant replacement trees, as discussed with the property owner. The applicant is required to submit a landscaping security in the amount of \$2,500 prior to rezoning adoption to ensure the replacement trees are planted. The security is based on 1:1 replacement for removal of trees on the neighbouring site in the amount of \$500 per tree, in accordance with the Tree Protection Bylaw.

#### Site Servicing

There are no servicing concerns with rezoning.

Vehicular access to Williams Road will not be permitted in accordance with Residential Lot (Vehicular) Access Regulation - Bylaw 7222. Vehicular access to the site at development stage is to be from the existing rear lane only.

#### Subdivision

At future Subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS&DD), Engineering Improvement Charges for lane upgrading, School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.

#### **Conclusion**

This rezoning application to permit subdivision of an existing large lot into two (2) smaller lots complies with applicable policies and land use designations contained within the OCP, and is consistent with Lot Size Policy 5443, which allows rezoning and subdivision to "Compact Single Detached (RC2)". The majority of the lots on this block of Williams Road are already zoned "Compact Single Detached (RC1/RC2)" or have the potential to redevelop in accordance with the existing Lot Size Policy. As such, this rezoning application is consistent with the direction of redevelopment established in the immediate surrounding area.

The list of rezoning considerations is included in **Attachment 4**, which has been agreed to by the applicant (signed concurrence on file).

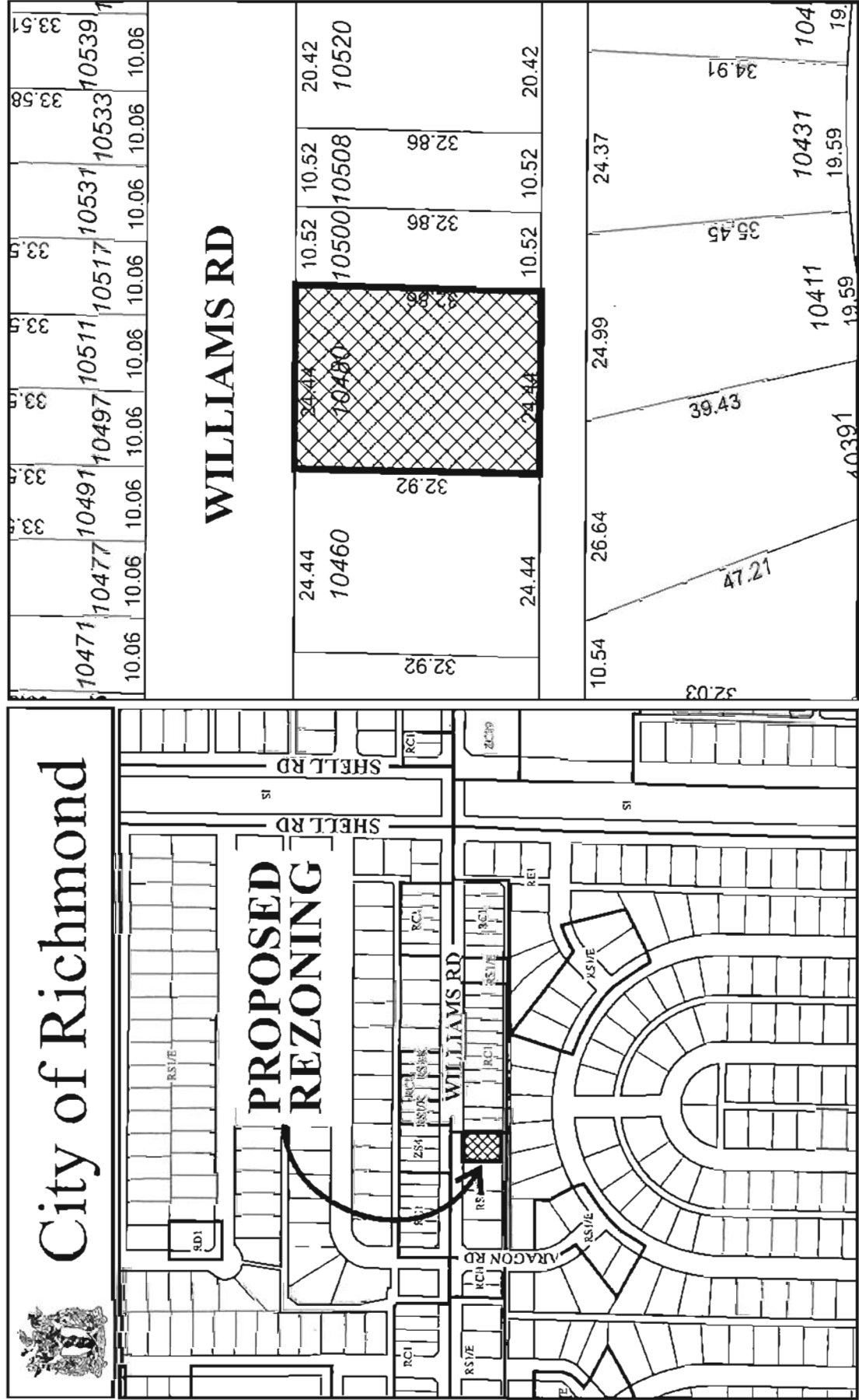
On this basis, staff recommends support for the application.



Cynthia Lussier  
Planning Technician

ES/CL:kt

- Attachment 1:** Location Map/Aerial Photo
- Attachment 2:** Development Application Data Sheet
- Attachment 3:** Lot Size Policy 5443
- Attachment 4:** Rezoning Considerations
- Attachment 5:** Tree Retention Plan



Original Date: 03/19/13

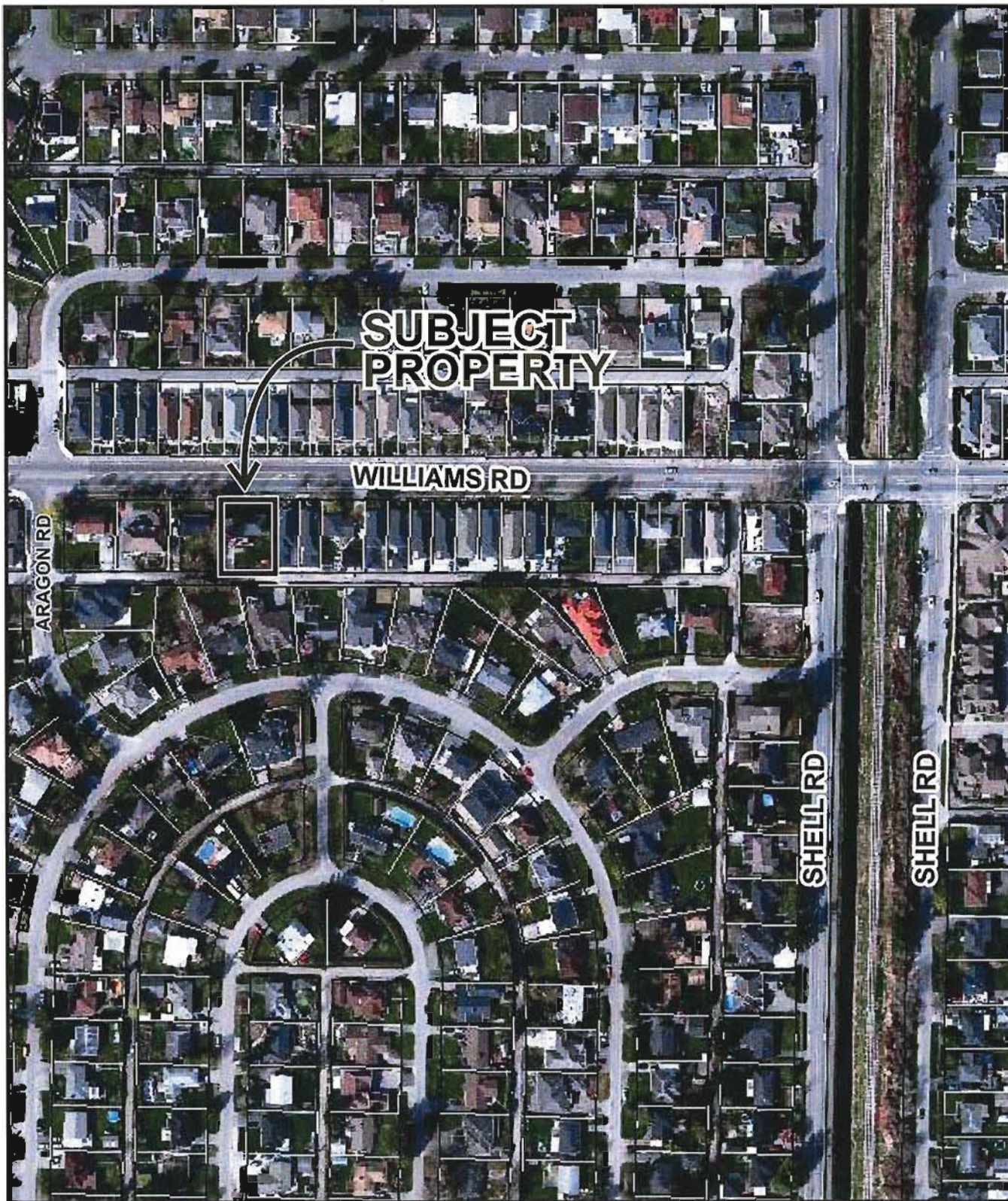
Revision Date:

**Note:** Dimensions are in METERS.

RZ 13-631570







RZ 13-631570

Original Date: 03/19/13

Amended Date: 05/30/13

Note: Dimensions are in METRES



**RZ 13- 631570**

**Attachment 2**

Address: 10480 Williams Road

Applicant: Barstow Construction Ltd.

Date Received: March 5, 2013 Fast Track Compliance: April 22, 2013

	Existing	Proposed
Owner	Toedoro S. Lozada & Erlinda C. Lozada	To be determined
Site Size (m <sup>2</sup> )	804 m <sup>2</sup> (8,654 ft <sup>2</sup> )	Lot 1- 402 m <sup>2</sup> (4,327 ft <sup>2</sup> ) Lot 2- 402 m <sup>2</sup> (4,327 ft <sup>2</sup> )
Land Uses	One (1) single detached dwelling	Two (2) single detached dwellings
OCP Designation	Neighbourhood Residential	No change
702 Policy Designation	Lot Size Policy 5443 permits rezoning and subdivision of the subject site to "Compact Single Detached (RC2)" with rear lane access.	No change
Zoning	Single Detached (RS1/E)	Compact Single Detached (RC2)
Other Designations	The Arterial Road Policy identifies the subject site for redevelopment to compact lots with rear lane access.	No change

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
Setback – Front & Rear Yards (m)	Min. 6.0 m	Min. 6.0 m	none
Setback – Side Yards (m)	Min. 1.2 m	Min. 1.2 m	none
Height (m)	2.5 storeys	2.5 storeys	none
Lot Size	270 m <sup>2</sup>	402 m <sup>2</sup>	none
Lot Width	Min. 9.0 m	Approx. 12.0 m	none

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



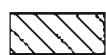
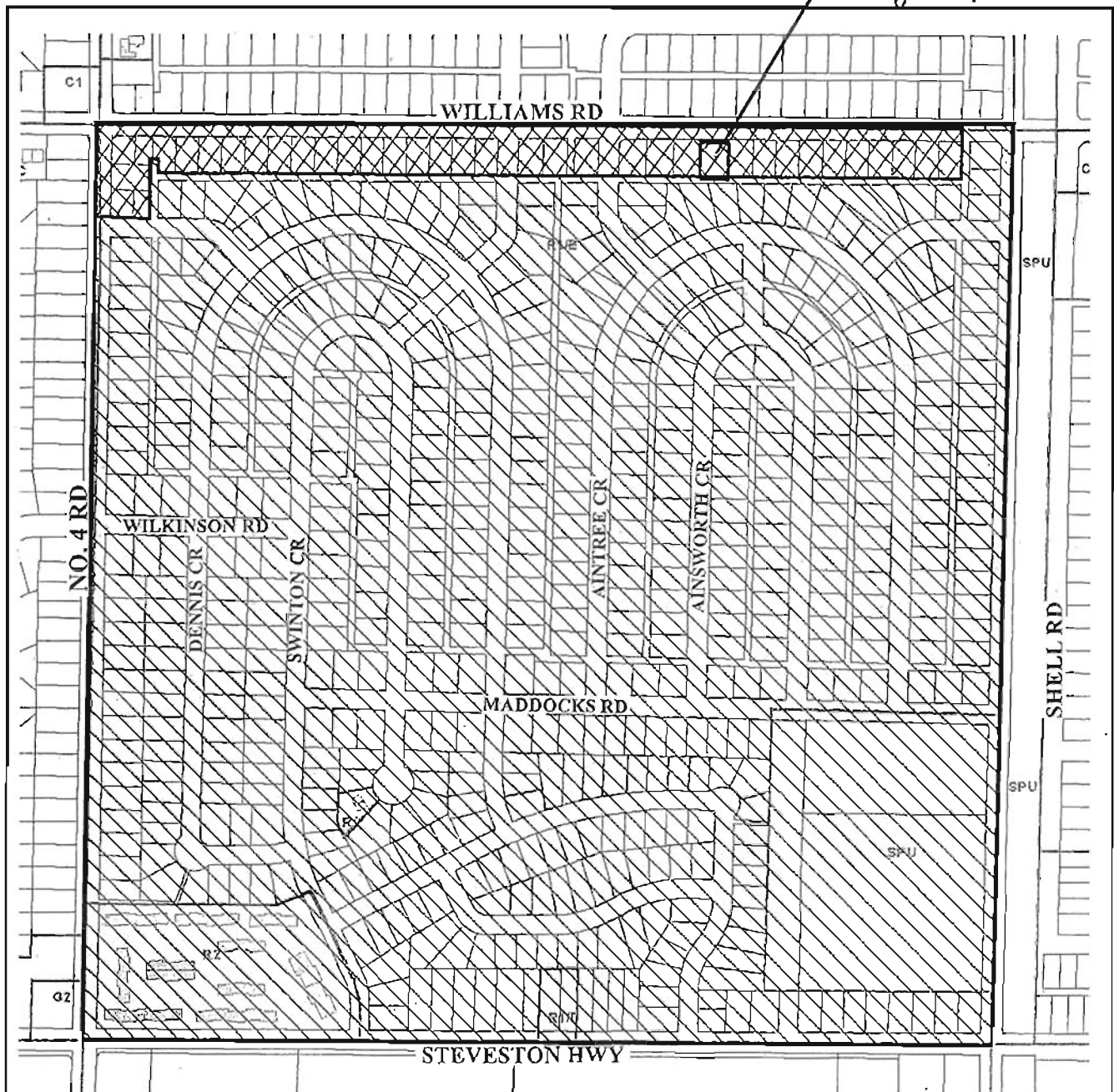


Page 1 of 2	Adopted by Council: December 17, 1990 Amended by Council: December 18, 2006	POLICY 5443
File Ref: 4045-00	SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 35-4-6	

## POLICY 5443:

The following policy establishes lot sizes in Section 35-4-6 located in the area bounded by Steveston Highway, Shell Road, No. 4 Road and Williams Road:

1. That properties within the area bounded by Steveston Highway, Shell Road, No. 4 Road and Williams Road, in Section 36-4-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area E (R1/E) as per Zoning and Development Bylaw 5300, with the exception that:
  - a) Properties fronting on Williams Road from No. 4 Road to Shell Road and properties fronting on No. 4 Road from Williams Road to Dennis Place, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1-0.6) or Coach House District (R9) provided that vehicle accesses are to the existing rear laneway only.
2. This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, except as per the amending procedures contained in the Zoning and Development Bylaw 5300.



Subdivision permitted as per **R1/E**.



Subdivision permitted as per R1-0.6 or R9 provided that access is to a constructed lane and not to the arterial road.



# Policy 5443 Section 35, 4-6

Adopted Date: 12/17/90

Amended Date: 12/18/06





# City of Richmond

## Rezoning Considerations

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

**Address:** 10480 Williams Road

**File No.:** RZ 13-631570

**Prior to final adoption of Zoning Amendment Bylaw 9029, the applicant is required to complete the following:**

1. Submission of a Landscaping Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscape Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:

- Comply with the Compact Lot Development Requirements in the OCP;
- Include a mix of suitable deciduous and coniferous native and non-native replacement trees, which ensure a visually rich urban environment and diverse habitat for urban wildlife;
- Include the dimensions of tree protection fencing, as required;
- Include the required six (6) replacement trees with the following minimum sizes:

# Replacement Trees	Min. calliper of deciduous tree	or	Min. height of coniferous tree
4	8 cm		4 m
2	6 cm		3.5 m

2. The City's acceptance of the applicant's voluntary contribution to the City's Tree Compensation Fund in the amount of \$4,000 in-lieu of planting the balance of required replacement trees on-site (i.e. eight (8) trees at \$500/tree).
3. Submission of a Landscaping Security in the amount of \$2,500 to ensure replacement trees are planted on the neighbouring property at 10460 Williams Road for removal of five (5) birch trees with required tree removal permits at development stage.
4. Registration of a flood indemnity covenant on Title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

**Note:** Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$5,192.68) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

**At tree removal stage, the applicant must complete the following requirements and be aware of the following legislation:**

- Install Tree Protection Fencing to City standard around the four (4) street trees on City-owned property along Williams Road. Tree Protection Fencing must be installed prior to demolition of the existing dwelling and must remain in place until construction and landscaping on the future lots is completed;
- Apply for and be issued the required tree removal permits for the five (5) birch trees located at 10460 Williams Road;
- Applicants for all City applications and 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 or approvals 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.

**At subdivision stage\*, the applicant must complete the following requirements:**

- Pay Development Cost Charges (City and GVS&DD), Engineering Improvement Charges for lane upgrading, School Site Acquisition Charge, Address Assignment Fee, and Servicing costs.

**Prior to Demolition Permit\* issuance, the applicant must complete the following requirements:**

- Install Tree Protection Fencing around the four (4) street trees on City-owned property along Williams Road. Tree Protection Fencing must be installed to City standard prior to demolition of the existing dwelling and must remain in place until construction and landscaping on the future lots is completed.

**Prior to Building Permit\* issuance, the applicant must complete the following requirements:**

- Submit a Construction Parking and Traffic Management Plan to the Transportation Division. The 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.

- Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

**Note:**

\* This requires a separate application.

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

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

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

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

[Signed original on file]

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Tree Species Proposed to be Removed	Tree Species Proposed to be Retained
Tree # 1 & 2 – Douglas Fir ( <i>Pseudotsuga menziesii</i> )	Four (4) street trees on City-owned property along Williams Road: <ul style="list-style-type: none"> <li>Sweet gum (<i>Liquidambar styraciflua</i>)</li> </ul>
Tree # 3 – Western Red Cedar ( <i>Thuja plicata</i> )	
Tree # 4 – Apple ( <i>Malus domestica</i> )	
Tree # 5 & 6 – Plum ( <i>Prunus domestica</i> )	
Tree # 7 – European Birch ( <i>Betula pendula</i> )	
Five (5) European Birch ( <i>Betula pendula</i> ) located off-site at 10460 Williams Road	



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9029 (RZ 13-631570)  
10480 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. 003-683-630

Lot 20 Block 12 Section 35 Block 4 North Range 6 West  
New Westminster District Plan 18551

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9029**”.

FIRST READING



A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

\_\_\_\_\_  
MAYOR

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



# City of Richmond

## Report to Committee Planning and Development Department

**To:** Planning Committee

**Date:** June 12, 2013

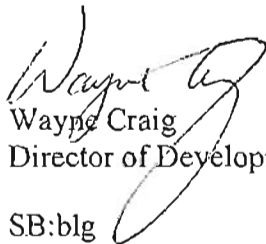
**From:** Wayne Craig  
Director of Development

**File:** ZT 12-610289

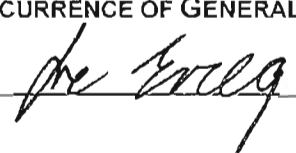
**Re:** Application by Oval 8 Holdings Ltd. for a Zoning Text Amendment to Remove the Requirement to Provide Affordable Housing at 6611, 6622, 6655, 6811 and 6899 Pearson Way (River Green)

### Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9035, for a Zoning Text Amendment to the "High Rise Apartment and Olympic Oval (ZMU4) - Oval Village (City Centre)" zone to decrease the allowable floor area ratio (FAR) to a maximum of 2.9 and other amendments regarding 6611, 6622, 6655, 6811 and 6899 Pearson Way (River Green) be introduced and given first reading.
2. That the affordable housing contribution resulting from the Zoning Text Amendment regarding 6611, 6622, 6655, 6811 and 6899 Pearson Way (ZT 12-610289) be allocated entirely (100%) to the capital Affordable Housing Reserve Fund established by Reserve Fund Establishment Bylaw No. 7812.

  
Wayne Craig  
Director of Development

SB:blg  
Alt.

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

## Staff Report

### Origin

Oval 8 Holdings Ltd. has applied to the City of Richmond for a zoning text amendment to the "High Rise Apartment and Olympic Oval (ZMU4) - Oval Village (City Centre)" site specific zone regarding 6611, 6622, 6655, 6811 and 6899 Pearson Way (**Attachments 1 & 2**) in order to remove the requirement to provide onsite affordable housing as part of the River Green development as well as other amendments relating to minimum lot sizes and parking.

The subject Zoning Text Amendment proposes to provide funding towards the City's capital Affordable Housing Reserve in lieu of building affordable housing units onsite, which funds may, at the sole discretion of the City, be used to facilitate the construction of affordable housing special development circumstance projects elsewhere within Richmond.

The merits and justification for consideration of the affordable housing special development circumstance project and details relating to financing will be addressed at a later date under a separate report from the General Manager, Community Services. Community Services staff recommends support for this request to provide cash in lieu funding towards the City's capital Affordable Housing Reserve. Council, at their sole discretion, may freely decide how these funds are allocated once they have been deposited into the City's capital Affordable Housing Reserve.

### Background

In October, 2011, the City approved a rezoning (RZ 09-460962) in the City Centre Oval Village (**Attachment 3**) for a multi-phase development on 6611, 6622, 6655, 6811 and 6899 Pearson Way including built onsite affordable housing units in a "stand alone" building at 6899 Pearson Way. The requirement to build 3,943.6 m<sup>2</sup> (42,450 ft<sup>2</sup>) of affordable housing is secured with legal agreements registered on Title (6611, 6655, 6811 and 6899 Pearson Way) and a density bonus is included in the "High Rise Apartment and Olympic Oval (ZMU4) – Oval Village (City Centre)" zone. As the required affordable housing units are identified to be constructed at a later date, there is no Housing Agreement Bylaw applicable to these lots.

The Development Permits are being considered in phases. The applicant is working towards completing requirements prior to Council approval of Development Permits for 6611 Pearson Way (DP 11-587954) and 6622 Pearson Way (DP 11-587896).

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 4**).

## **Related Policies & Studies**

### Official Community Plan

#### Schedule 2.10 - City Centre Area Plan (CCAP)

The City Centre Area Plan (CCAP) Specific Land Use Map: Oval Village (2031) designation for the River Green project area is “Urban Centre (T5)” which provides for a base FAR density of 1.2 and an affordable housing bonus of 0.8 FAR, and a village centre bonus of 1.0 for the provision of non-residential uses, to the satisfaction of the City.

The proposed lower density of 2.9 FAR for the River Green proposal conforms with the CCAP. A more detailed discussion regarding the proposed site density is provided in the “Analysis” section of this report.

### Affordable Housing Strategy

In accordance with the Richmond Affordable Housing Strategy and as secured through the original rezoning (RZ 09-460962), typically a development of this type and size would be required to provide constructed Affordable Housing units onsite.

Although this is the City’s preferred approach, Community Services staff recommends support for this request to provide funding towards the City’s capital Affordable Housing Reserve Fund in-lieu of building affordable housing units on the subject site.

This contribution would provide Council with the flexibility to provide funds for the construction of affordable housing elsewhere in the City. The City’s Affordable Housing Reserve Funds Policy No. 5008 and the affordable housing special development circumstance provisions in the Affordable Housing Strategy provide guidance on how the funds may be used by Council, at their discretion, in the future.

### Richmond Zoning Bylaw

The proposal is consistent with Richmond’s Zoning Bylaw 8500. The bylaw specifies how affordable housing cash-in-lieu contributions are to be divided between capital and operating affordable housing reserve funds and also includes a provision that allows Council to set a different division.

Section 5.15 of the bylaw relates to density bonuses for affordable housing cash-in-lieu contributions and provides that:

- 70% of cash-in-lieu contributions be deposited to the capital Affordable Housing Reserve Fund established by Bylaw No. 7812; and
- the remaining 30% be deposited to the Affordable Housing Operating Reserve Fund established by Bylaw No. 8206; or
- Council may direct how cash-in-lieu contributions are to be deposited, if Council direction is received prior to the date of the owner’s payment.



If Council approves the recommendations contained within this staff report, the cash-in-lieu contribution will be allocated 100% to the City's capital Affordable Housing Reserve Fund.

### **Consultation**

As part of the normal Zoning Text Amendment process, this application will undergo a Public Hearing, which will provide local property owners and other interested parties with opportunity to comment on the application.

### **Staff Comments**

Based on staff's review of the subject application, staff are supportive of the subject Zoning Text Amendment, provided that the developer fully satisfies the Zoning Text Amendment Considerations set out in **Attachment 5**.

### **Analysis**

Oval 8 Holdings Ltd. has made application for a Zoning Text Amendment for amendments to the "High Rise Apartment and Olympic Oval (ZMU4) – Oval Village (City Centre)" zoning district related to the provision of a cash contribution in-lieu of providing affordable housing on the subject site, minimum lot sizes, and non-accessory parking as detailed below.

#### Affordable Housing

As noted above, the original rezoning (RZ 09-460962) on 6611, 6622, 6655, 6811 and 6899 Pearson Way included the requirement to build 3,943.6 m<sup>2</sup> (42,450 ft<sup>2</sup>) of affordable housing, which was intended to be provided in Phase 3 in the form of a wood-frame "stand alone" building at 6899 Pearson Way.

The developer proposes to make a contribution to the City's capital Affordable Housing Reserve Fund in-lieu of building affordable housing units onsite. This contribution is based on an "Affordable Housing Value Transfer" (AHVT) approach, where the total area of required affordable housing is converted into a cash-in-lieu value. The conversion rate, or AHVT rate, is contemplated on a project specific basis, with the housing market and financial requirements taken into consideration and subject to the City's final determination. The cash-in-lieu funds would be deposited into the City's capital Affordable Housing Reserve Fund.

The subject application proposes amendments to the “High Rise Apartment and Olympic Oval (ZMU4) – Oval Village (City Centre)” zoning district, to provide for a voluntary cash-in-lieu developer contribution of \$6,791,769 to the City’s capital Affordable Housing Reserve. The value of this affordable housing contribution is derived from:

- a floor area of 3,943.6 m<sup>2</sup> (or approximately 42,448 ft<sup>2</sup>) (i.e. the total affordable housing floor area required to be provided in the subject development); and
- an AHVT rate of \$160/ft<sup>2</sup> (based on work specific to this project by GP Rollo and Associates Land Economists). This rate assumes (i) wood-frame construction for the stand-alone building and (ii) the developer not keeping the affordable housing floor area for market residential housing (i.e. reducing the maximum permitted floor area on the subject site by subtracting 3,943.6 m<sup>2</sup>).

The developer proposes that the \$6,791,769 contribution be in the form of a Letter of Credit that would be provided to the City prior to adoption of the subject Zoning Text Amendment Bylaw. The Letter of Credit would be accompanied by an agreement to permit the City to cash the Letter of Credit after adoption of the subject Zoning Text Amendment and the earlier of 18 months from adoption of the subject Zoning Text Amendment, or when Council approves the disbursement of funds to an affordable housing special development circumstance project.

In addition to amending ZMU4, amendments are required to the “no development” covenants registered on titles of 6611, 6655, 6811 and 6899 Pearson Way (BB1991737, BB1991739, BB1991741 and BB1991745), which were placed on title to secure the construction of affordable housing onsite.

As of the date of writing this report, the applicant is working towards completing requirements and obtaining Council approval of a Development Permit for 6611 Pearson Way (DP 11-587954). The associated Development Permit considerations include: providing the City with a Letter of Credit for \$2,461,028 (for onsite affordable housing construction at 6899 Pearson Way); and discharging the “No Development” Covenant from the title of 6611 Pearson Way (BB1991737). Should the Development Permit be approved prior to adoption of the proposed Zoning Text Amendment Bylaw, the \$2,461,028 affordable housing security would be returned to the developer upon adoption of the Zoning Text Amendment and receipt of the required \$6,791,769 Letter of Credit. If this Zoning Text Amendment is adopted before the Development Permit is approved for 6611 Pearson Way, the requirement to provide a Letter of Credit for \$2,461,028 would no longer be necessary.

### Density

The ZMU4 zone provides for a base FAR density of 1.2 and a bonus of 1.8 FAR to a total of 3.0 FAR with the provision of: a community amenity monetary contribution; 464.5 m<sup>2</sup> of child care space, and 3,943.6 m<sup>2</sup> of affordable housing (at 6899 Pearson Way).

The permitted density in the ZMU4 zone is proposed to be amended to: decrease the amenity density bonus and to replace the requirement to provide affordable housing onsite with a requirement to provide a voluntary cash-in-lieu contribution of \$6,791,769 to the City’s capital Affordable Housing Reserve.

The amenity density bonus is proposed to be reduced by removing the 3,943.6 m<sup>2</sup> of required affordable housing floor area. A comparison of the existing and proposed density provisions in the ZMU4 zone is provided in the following table:

Permitted density in ZMU4 for 6611, 6622, 6655, 6811 & 6899 Pearson Way, regardless of subdivision:	Existing	Proposed
Maximum density	1.2 FAR	No change
Maximum density including amenity density bonus	3.0 FAR	2.9 FAR
Maximum floor area	118,083.0 m <sup>2</sup>	114,139.4 m <sup>2</sup>
Maximum residential floor area	114,821.1 m <sup>2</sup>	110,877.5 m <sup>2</sup>
Maximum floor area for all other uses	3,530.3 m <sup>2</sup>	No change

#### Development Related Amendments

Separate from affordable housing, other changes are also proposed regarding minimum lot sizes and parking to address development issues that have arisen through detailed design and construction activities subsequent to the original rezoning (RZ09-460962).

#### Minimum Lot Sizes

There are minimum lot area requirements specified in ZMU4. Subsequent to the original rezoning, amendments to the minimum lot area requirements are proposed in order to accommodate detailed design, road dedication requirements, as well as pedestrian access routes through the overall development. Proposed lot size requirement details are provided in the attached Development Application Data Sheet (**Attachment 4**).

In addition to amending ZMU4, a subdivision is required to accommodate an identified pedestrian route between Pearson Way and the dike. Subdivision is a requirement of the Zoning Text Amendment to increase the width of 6655 Pearson Way by approximately 3 m and decrease the size of 6811 Pearson Way accordingly. The detailed design of this pedestrian connection will be secured through the future Development Permit for 6655 Pearson Way.

#### Non-Accessory Parking

There is a requirement for the subject site to provide off-site parking for the existing commercial building at 5111 Hollybridge Way, which is intended to be used for a restaurant in the future. Legal agreements on title and the ZMU4 zone identify that this non-accessory parking is permitted at 6622, 6655 and 6811 Pearson Way. The permanent parking for 5111 Hollybridge Way will be provided at 6622 Pearson Way. This permanent parking arrangement is being formalized as part of DP 11-587896 for 6622 Pearson Way. This Development Permit was endorsed by Development Permit Panel on August 22, 2012 and will be forwarded to Council for their consideration upon fulfillment of the Development Permit considerations. Temporary parking was intended to be provided during construction at 6655 and 6811 Pearson Way.

Subsequent to the rezoning, a construction settlement pond has been located at 6655 Pearson Way and the area is no longer available for temporary parking. However, there is an existing paved parking lot located at 6811 and 6899 Pearson Way which can accommodate the temporary parking requirement. Accordingly, an amendment to ZMU4 is proposed to accommodate the temporary parking requirement at 6811 and 6899 Pearson Way. The permanent parking arrangement will not change.

In addition to amending ZMU4, a covenant discharge is requested. There is a restrictive covenant (BB1991735) registered on 6655 Pearson Way, which prohibits non-accessory parking. With the removal of non-accessory parking as a permitted use for this lot, the covenant would no longer be needed. Discharge of this covenant is included as a Zoning Text Amendment consideration.

### **Financial Impact**

None.

### **Conclusion**

Staff recommends support for the subject Zoning Text Amendment on the basis that it provides a significant contribution towards the City's capital Affordable Housing Reserve Fund that may be used, at Council's sole discretion, to facilitate the construction of affordable housing special development circumstance projects elsewhere within Richmond.

The proposal also provides for revisions to minimum lot size requirements and alternate off-street parking area to accommodate detailed design and construction activities that have arisen subsequent to the original rezoning (RZ09-460962).

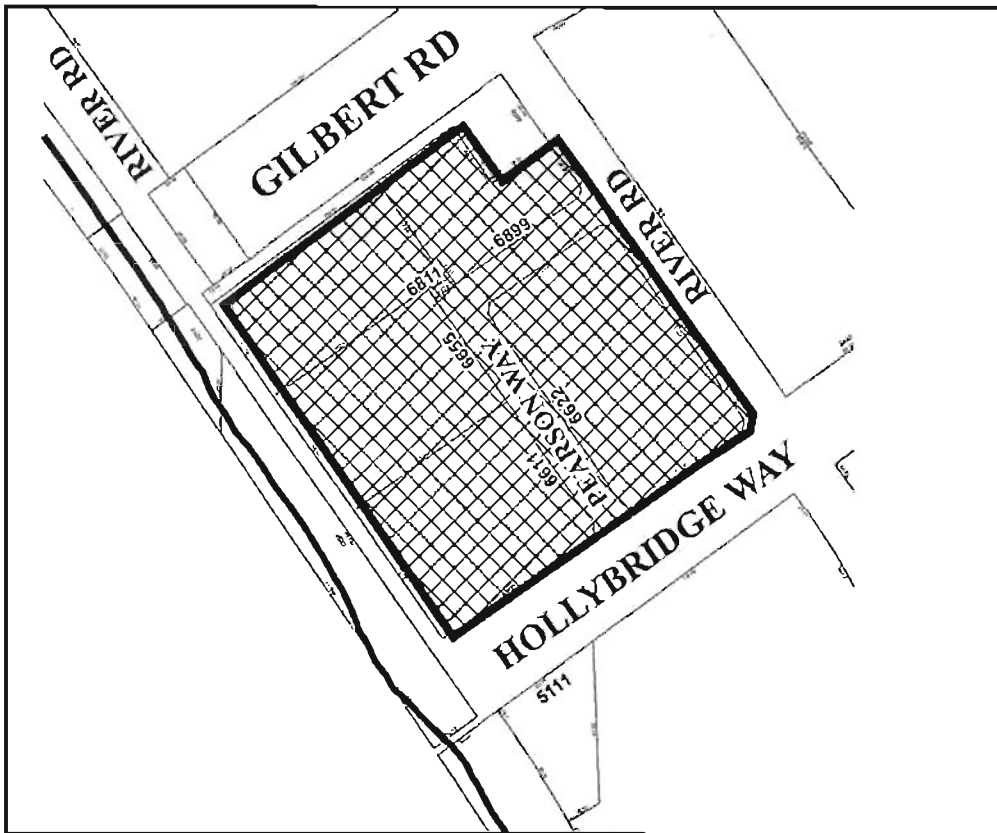


Sara Badyal, M. Arch, MCIP, RPP  
Planner 2  
(604-276-4282)

SB:blg

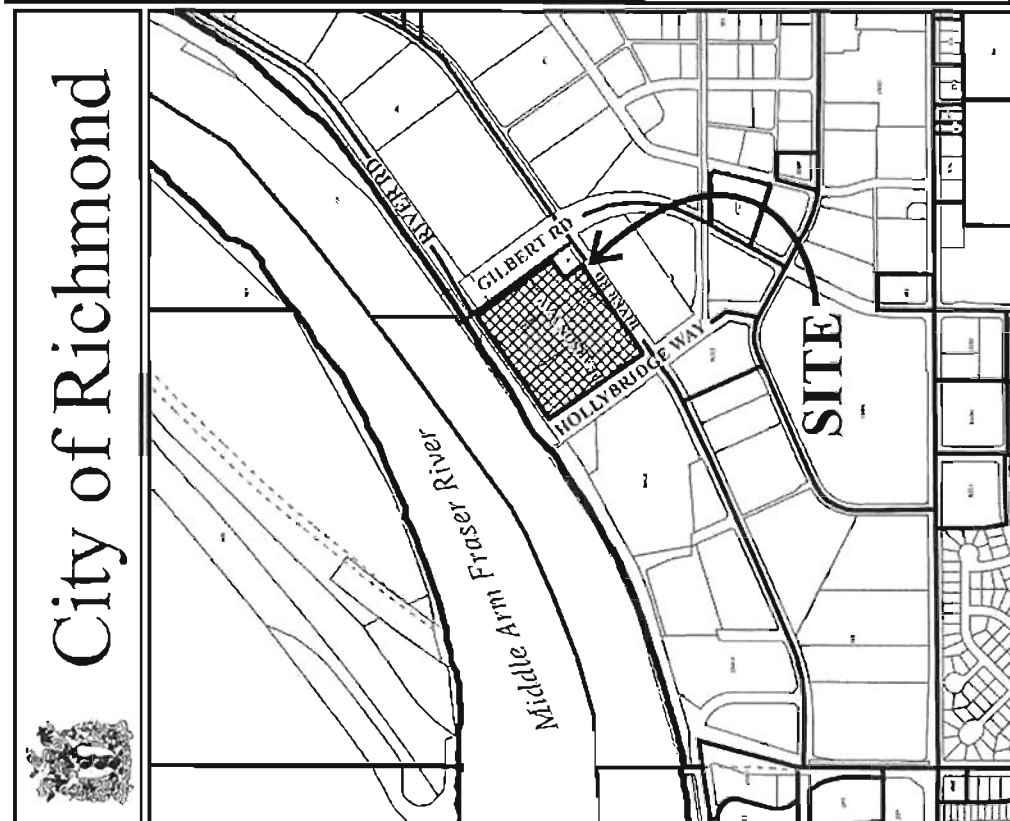
### **Attachments:**

1. Location Map
2. Aerial Photograph
3. City Centre Area Plan Specific Land Use Map: Oval Village (2031)
4. Development Application Data Sheet
5. Zoning Text Amendment Considerations Concurrence



Original Date: 06/01/12  
Revision Date: 05/13/13  
Note: Dimensions are in METRES

ZT 12-610289







ZT 12-610289

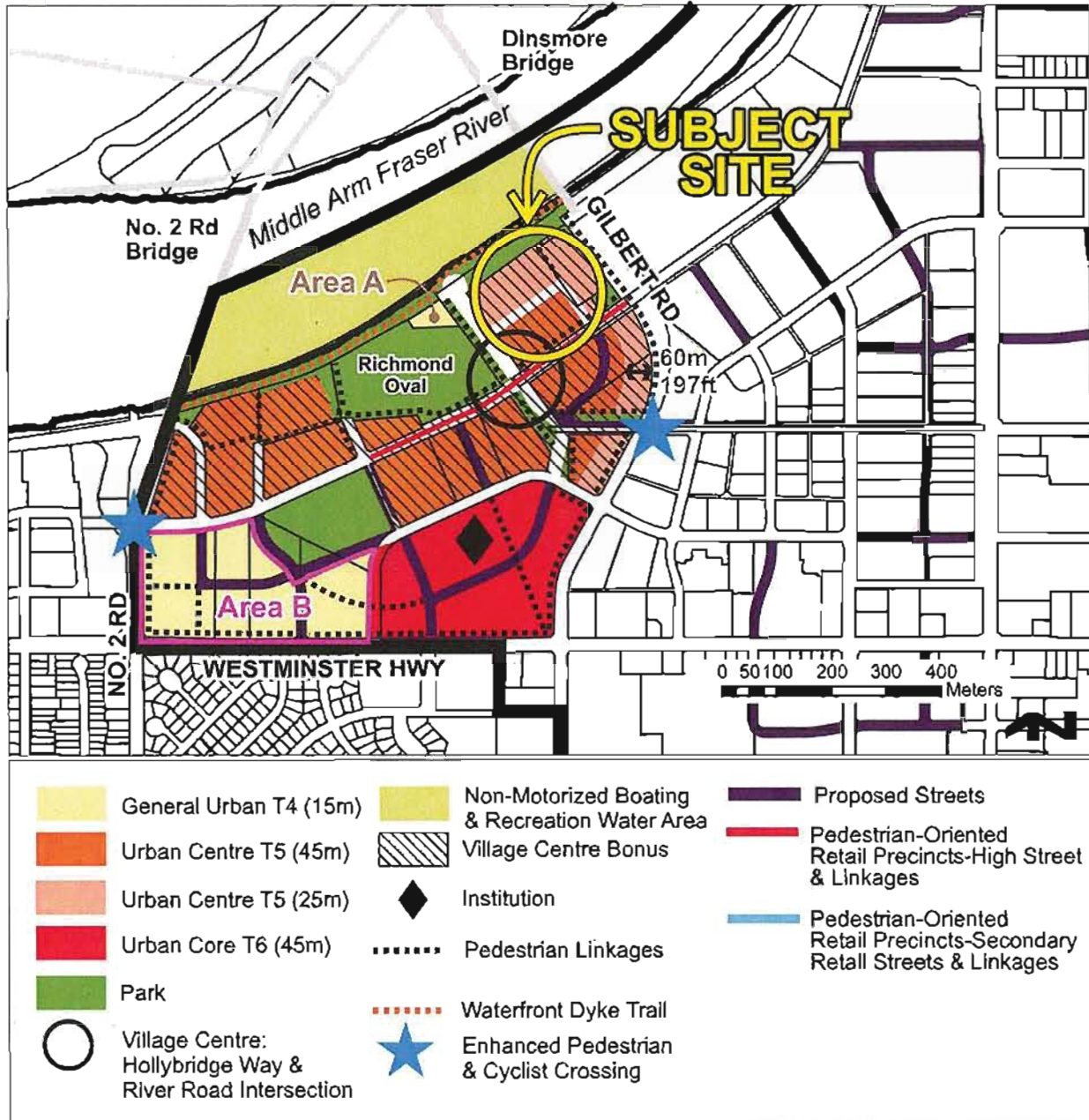
Original Date: 07/01/12

Amended Date:

Note: Dimensions are in METRES



## Specific Land Use Map: Oval Village (2031)





**ZT 12-610289**

**Attachment 4**

Address: 6611, 6622, 6655, 6811 and 6899 Pearson Way

Applicant Oval 8 Holdings Ltd.

Planning Area(s): City Centre (Oval Village)

	Existing	Proposed
Owner	Oval 8 Holdings Ltd.	No change
Site Size (m <sup>2</sup> )	39,360 m <sup>2</sup>	No change
Land Uses	Vacant & office building	High-rise, mixed-use over below-grade parking & public open space (as per approved RZ 09-460962)
City Centre Area Plan (CCAP) Designation	<ul style="list-style-type: none"> <li>General Urban T5 (45 m &amp; 25 m): 2 FAR max.</li> <li>Village Centre Bonus: 1 FAR (limited to 100% commercial)</li> <li>Pedestrian-Oriented Retail Precincts</li> </ul>	No change
Zoning	"High Rise Apartment and Olympic Oval (ZMU4) – Oval Village (City Centre)"	"High Rise Apartment and Olympic Oval (ZMU4) – Oval Village (City Centre)", as amended regarding affordable housing requirement, density, minimum lot areas, and non-accessory parking.
Number of Units	N/A	(To be confirmed at DP stage)
	Existing Zoning	Proposed Zoning
Floor Area Ratio (max.)	3 FAR with density bonus regardless of subdivision	2.9 FAR with density bonus regardless of subdivision
Lot Coverage (max.)	<ul style="list-style-type: none"> <li>Along riverfront: 45%</li> <li>Along "new" River Road: 90%</li> </ul>	No change
Setback (min.)	3.0 m, except this may be reduced to 0 m along the Hollybridge Way greenway, as per an approved DP	No change
Height (max.)	Where a portion of a building is: <ul style="list-style-type: none"> <li>Greater than 50 m from the dyke: 47 m geodetic</li> <li>50 m or less from the dyke: 25 m, except this may be increased as per an approved DP</li> </ul>	No change
Lot Area (min.)	6611 Pearson Way: 7,800 m <sup>2</sup> 6622 Pearson Way: 10,000 m <sup>2</sup> 6655 Pearson Way: 8,100 m <sup>2</sup> 6811 Pearson Way: 7,400 m <sup>2</sup> 6899 Pearson Way: 4,900 m <sup>2</sup>	no change no change 7,900 m <sup>2</sup> 6,700 m <sup>2</sup> 4,700 m <sup>2</sup>
Non-accessory Parking	Permitted at 6655 and 6811 Pearson Way	Permitted at 6811 and 6899 Pearson Way





## Zoning Text Amendment Considerations

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

**Address:** 6611, 6622, 6655, 6811 and 6899 Pearson Way

**File No.:** ZT 12-610289

**Prior to final adoption of Zoning Text Amendment Bylaw 9035, the developer is required to complete the following:**

1. Registration of a Subdivision Plan to move the property line between 6655 Pearson Way and 6811 Pearson Way to the east by 3.1 m, to the satisfaction of the City.
2. Discharge Covenant BB1991735 from 6655 Pearson Way, which prohibits non-accessory parking.
3. City acceptance of the developer's voluntary AHVT cash-in-lieu contribution of \$6,791,769 to the City's capital Affordable Housing Reserve Fund, which contribution is to be secured by the developer providing a Letter of Credit together with entering into a legal agreement that permits the City to cash the Letter of Credit after adoption of the subject Zoning Text Amendment and the earlier of 18 months from adoption of the subject Zoning Text Amendment or when Council approves the disbursement of funds to an affordable housing special development circumstance project. This contribution is in exchange for the discharge of the Affordable Housing requirements pertaining to the 3,943.6 m<sup>2</sup> (or approximately 42,448 ft<sup>2</sup>) of affordable housing space to be constructed at 6899 Pearson Way (RZ 09-460962) based on \$160 per built square foot of required affordable housing space. 100% of the payment is to be deposited to the City's capital Affordable Housing Reserve Fund.
4. Entering into legal agreements with the City to remove the Affordable Housing requirements (Schedule D) in each of the following no development covenants:

Civic Address	Covenant
6611 Pearson Way	BB1991737*
6655 Pearson Way	BB1991739
6811 Pearson Way	BB1991741
6899 Pearson Way	BB1991745

\*Covenant BB1991737 may be discharged through separate DP 11-587954 regarding 6611 Pearson Way

5. Release any Affordable Housing security provided to the City through DP 11-587954 regarding 6611 Pearson Way.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9035 (ZT 12-610289)  
6611, 6622, 6655, 6811 and 6899 Pearson Way**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended:
  - (a) by deleting subsections 20.4.4.3 and 20.4.4.4 and substituting the following:
    - “3. Notwithstanding Sections 20.4.4.2d, the reference to “1.2” is increased to a higher **density** of “2.9” provided that:
      - a) prior to the issuance of Building Permit, the **owner**:
        - i) provides a **community amenity** contribution of \$1 million to the **City** for the Oval Village waterfront; and
        - ii) enters into legal agreement(s) with the **City**, registered against the title to the **lot** and secured via Letter(s) of Credit, at the sole cost of the **owner** and in an amount to be determined to the satisfaction of the **City**, for the following **use** in the area identified as “M” in Diagram 1, Section 20.4.2:
          - **child care**, the **habitable space** of which shall be at least 464.5 m<sup>2</sup>, excluding **floor area** not intended for the exclusive **use** of the **child care** and **floor area** not included in the calculation of **floor area ratio**; and
      - b) the **owner** has paid or secured to the satisfaction of the **City** a monetary contribution of \$6,791,769 to the **City**’s capital Affordable Housing Reserve Fund established pursuant to Reserve Fund Establishment Bylaw No. 7812.

4. Notwithstanding Sections 20.4.4.3, for the area identified as “I”, “J”, “K”, “L”, and “M” in Diagram 1, Section 20.4.2, the maximum total combined **floor area**, regardless of subdivision, shall not exceed 114,139.4 m<sup>2</sup>, of which the maximum total combined **floor area**, regardless of **subdivision**, shall not exceed:
  - a) For residential: 110,877.5 m<sup>2</sup>; and
  - b) For all other **uses**: 3,530.3 m<sup>2</sup>.”
- (b) by deleting paragraphs 20.4.8.2 (i) and (j) and substituting the following:
  - “i) 7,900 m<sup>2</sup> for the area identified as “J” in Diagram 1, Section 20.4.2;
  - j) 6,700 m<sup>2</sup> for the area identified as “K” in Diagram 1, Section 20.4.2;”
- (c) by deleting paragraph 20.4.8.2 (l) and substituting the following:
  - “l) 4,700 m<sup>2</sup> for the area identified as “M” in Diagram 1, Section 20.4.2.”
- (d) by deleting subsection 20.4.11.4 and substituting the following:
  - “4. The following **uses** are permitted within the area identified as “J” in Diagram 1, Section 20.4.2:
    - a) **boarding and lodging;**
    - b) **child care;**
    - c) **community care facility, minor;**
    - d) **congregate housing;**
    - e) **home business;**
    - f) **home-based business;**
    - g) **housing, apartment; and**
    - h) **housing, town.”**

(e) by adding the following after subsection 20.4.11.4:

“5. The following **uses** are permitted within the area identified as “K” in Diagram 1, Section 20.4.2:

- a) **boarding and lodging;**
- b) **child care;**
- c) **community care facility, minor;**
- d) **congregate housing;**
- e) **home business;**
- f) **home-based business;**
- g) **housing, apartment;**
- h) **housing, town; and**
- i) **parking, non-accessory.”**

(f) by adjusting the numbering in subsection 20.4.11 accordingly.

2. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 9035**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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

CITY OF RICHMOND
APPROVED by <i>iel</i>
APPROVED by Director or Solicitor <i>rs</i>




# City of Richmond

## Report to Committee Planning and Development Department

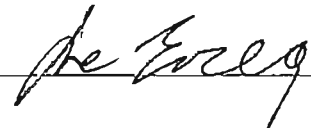
**To:** Planning Committee  
**From:** Wayne Craig  
Director of Development  
**Date:** June 12, 2013  
**File:** ZT 12-611282  
**Re:** Application by Parc Riviera Project Inc. for a Zoning Text Amendment to "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" and Housing Agreement Termination Regarding 10011, 10111, 10199 and 10311 River Drive

### Staff Recommendation

1. That Richmond Zoning Bylaw 8500 Amendment Bylaw 9036, for a Zoning Text Amendment to the "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" site specific zone, to decrease the allowable Floor Area Ratio (FAR) to a maximum of 1.38 for 10011, 10111, 10199 and 10311 River Drive (Parc Riviera), be introduced and given first reading.
2. That Termination of Housing Agreement (Parc Riviera) Bylaw 9037, to authorize the termination, release and discharge of the Housing Agreement entered into pursuant to Housing Agreement (1880 No. 4 Road and 10071, 10091, 10111, 10131, 10151, 10311 River Drive) Bylaw No. 8815, be introduced and given first reading.
3. That the affordable housing contribution resulting from the Zoning Text Amendment regarding 10011, 10111, 10199 and 10311 River Drive (ZT 12-611282) be allocated entirely (100%) to the capital Affordable Housing Reserve Fund established by Reserve Fund Establishment Bylaw 7812.

  
Wayne Craig  
Director of Development

SB:blg  
Att.

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

## Staff Report

### Origin

Parc Riviera Project Inc. has applied to the City of Richmond for a Zoning Text Amendment to "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" site specific zone regarding 10011, 10111, 10199 and 10311 River Drive (**Attachments 1 & 2**) in order to remove the requirement to provide onsite affordable housing as part of the development (Parc Riviera).

The subject Zoning Text Amendment proposes to provide funding towards the City's capital Affordable Housing Reserve in lieu of building affordable housing units onsite, which funds may, at the sole discretion of the City, be used to facilitate the construction of affordable housing special development circumstance projects elsewhere within Richmond.

The merits and justification for consideration of an affordable housing special development circumstance project and details relating to financing will be addressed at a later date under a separate report from the General Manager, Community Services. Community Services staff recommends support for this request to provide cash in lieu funding towards the City's capital Affordable Housing Reserve. Council, at their sole discretion, may freely decide how these funds are allocated once they have been deposited into the City's capital Affordable Housing Reserve.

### Background

In October, 2011, the City approved a rezoning (RZ 07-380169) in the Bridgeport Area (**Attachment 3**) for a multi-phase development at 10011, 10111, 10199 and 10311 River Drive (Parc Riviera) including built onsite affordable housing units in a "stand alone" portion of a building at 10011 River Drive (Building A). The requirement to build at least 65 affordable housing units is secured with legal agreements registered on title (10011 River Drive) and a density bonus requiring that the units total at least 5% of the total residential floor area is included in the "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" zone. The rezoning was approved concurrently with the associated Housing Agreement (1880 No. 4 Road and 10071, 10091, 10111, 10131, 10151, 10311 River Drive) Bylaw No. 8815. The rezoning also included park land dedication and park development for the current properties at 9991 and 10211 River Drive.

The Development Permits are being considered in phases. A Development Permit has been approved for Phase I regarding 10011 and 10111 River Drive and a portion of 10199 River Drive (DP 11-564405). Phase I includes a mixed-use building with 67 affordable housing units with an area of 4,268 m<sup>2</sup> as the residential portion of the building at 10011 River Drive. The building is designed as wood-frame construction.

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 4**).

## **Related Policies & Studies**

### Official Community Plan

#### Schedule 2.12 - Bridgeport Area Plan

The Bridgeport Area Plan Land Use Map designation for the Parc Riviera project area is “Residential Mixed-Use (Maximum 6- Storey, 1.45 FAR)”.

The proposed lower density of 1.38 Floor Area Ratio (FAR) for the Parc Riviera proposal conforms with the Official Community Plan (OCP). A more detailed discussion regarding the proposed site density is provided in the “Analysis” section of this report.

### Affordable Housing Strategy

In accordance with the Richmond Affordable Housing Strategy and as secured through the original rezoning (RZ 07-380169), typically a development of this type and size would be required to provide constructed Affordable Housing units onsite.

Although this is the City’s preferred approach, Community Services staff recommends support for this request to provide funding towards the City’s capital Affordable Housing Reserve Fund in-lieu of building affordable housing units on the subject site.

This contribution would provide Council with the flexibility to provide funds for affordable housing elsewhere in the City. The City’s Affordable Housing Reserve Funds Policy No. 5008 and the affordable housing special development circumstance provisions in the Affordable Housing Strategy provide guidance on how the funds may be used by Council, at their discretion, in the future.

### Richmond Zoning Bylaw

The proposal is consistent with Richmond’s Zoning Bylaw 8500. The bylaw specifies how affordable housing cash-in-lieu contributions are to be divided between capital and operating affordable housing reserve funds and also includes a provision that allows Council to set a different division.

Section 5.15 of the bylaw relates to density bonuses for affordable housing cash-in-lieu contributions and provides that:

- 70% of cash-in-lieu contributions be deposited to the capital Affordable Housing Reserve Fund established by Bylaw No. 7812; and
- the remaining 30% be deposited to the Affordable Housing Operating Reserve Fund established by Bylaw No. 8206; or
- Council may direct how cash-in-lieu contributions are to be deposited, if Council direction is received prior to the date of the owner’s payment.

If Council approves the recommendations contained within this staff report, the cash-in-lieu contribution will be allocated 100% to the City’s capital Affordable Housing Reserve Fund.

## Consultation

As part of the normal Zoning Text Amendment process, this application will undergo a Public Hearing, which will provide local property owners and other interested parties with opportunity to comment on the application.

## Staff Comments

Based on staff's review of the subject application, staff are supportive of the subject Zoning Text Amendment, provided that the developer fully satisfies the Zoning Text Amendment Considerations set out in **Attachment 5**.

## Analysis

Parc Riviera Project Inc. has made application for a Zoning Text Amendment for amendments to the "Residential Mixed-Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" zoning district related to the provision of a cash contribution in-lieu of providing affordable housing on the subject site.

The portion of a building at 10011 River Drive (Building A) identified for affordable housing would become market housing, and the maximum density of the overall development site would be reduced to account for the conversion of the affordable housing units to market housing. This would affect the permitted density for future phases of the Parc Riviera development.

### Affordable Housing

The developer proposes to make a contribution to the City's capital Affordable Housing Reserve Fund in-lieu of building affordable housing units onsite. This contribution is based on an "Affordable Housing Value Transfer" (AHVT) approach, where the total area of required affordable housing is converted into a cash-in-lieu value. The conversion rate, or AHVT rate, is contemplated on a project specific basis, with the housing market and financial requirements taken into consideration and subject to the City's final determination. The cash-in-lieu funds would be deposited into the City's capital Affordable Housing Reserve Fund.

The subject application proposes amendments to the "Residential Mixed-Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" zoning district, to provide for a voluntary cash-in-lieu developer contribution of \$7,350,459 to the City's capital Affordable Housing Reserve. The value of this affordable housing contribution is derived from:

- a floor area of 4,268 m<sup>2</sup> (or approximately 45,940 ft<sup>2</sup>) (i.e. the total affordable housing floor area required to be provided in the subject development); and
- an AHVT rate of \$160/ft<sup>2</sup> (based on work specific to this project by GP Rollo and Associates Land Economists). This rate assumes (i) wood-frame construction and (ii) the developer not keeping the affordable housing floor area for market residential housing (i.e. reducing the maximum permitted floor area on the subject site by subtracting 4,268 m<sup>2</sup>).



The developer proposes that the \$7,350,459 contribution be in the form of a Letter of Credit that would be provided to the City prior to adoption of the subject Zoning Text Amendment Bylaw. The Letter of Credit would be accompanied by an agreement to permit the City to cash the Letter of Credit after adoption of the subject Zoning Text Amendment and the earlier of 18 months from adoption of the subject Zoning Text Amendment, or when Council approves the disbursement of funds to an affordable housing special development circumstance project.

In association with the amenity density bonus provision in ZMU17 and the rezoning application (RZ 07-380169), Council adopted Housing Agreement (1880 No. 4 Road and 10071, 10091, 10111, 10131, 10151, 10311 River Drive) Bylaw No. 8815. The City and the developer also entered into a housing agreement and registered a housing covenant and rent charge on title.

In order to remove the requirement to construct affordable housing on the development site, the following also need to be completed and are conditions of the Zoning Text Amendment:

- adoption of Bylaw 9037 to authorize execution of an agreement to terminate, release and discharge the Housing Agreement;
- execution of an agreement to terminate the Housing Agreement;
- discharge of the affordable housing covenant and rent charge; and
- cancellation of the notice on title to 10011 River Drive regarding the Housing Agreement.

### Density

The ZMU17 zone provides for a base FAR density of 1.25 and a bonus of 0.2 FAR for a total of 1.45 FAR with the provision of not less than 65 affordable housing units having the combined habitable space of at least 5% of the total residential floor area ratio. The rezoning also included park land dedication and park development at 9991 and 10211 River Drive.

The permitted density in the ZMU17 zone is proposed to be amended to: decrease the amenity density bonus and to replace the requirement to provide affordable housing onsite with a requirement to provide a voluntary cash-in-lieu contribution of \$7,350,459 to the City's capital Affordable Housing Reserve.

A comparison of the existing and proposed density provisions in the ZMU17 zone is provided in the following table:

Permitted density in ZMU17	Existing	Proposed
Maximum density	1.25 FAR	1.25 FAR for Area A (10011, 10111 and 10199 River Drive) and Area B (10311 River Drive), regardless of subdivision
Maximum density including affordable housing density bonus	1.45 FAR	1.38 FAR for Area A and Area B, regardless of subdivision
Additional maximum density for amenity space	0.1 FAR	No change
Additional maximum density for child care space	0.1 FAR	No change

### Parking

As a result of converting the proposed 67 affordable housing units at 10011 River Drive to market residential units, additional resident parking is required.

The 67 affordable housing units would have required 67 resident parking spaces, but as market units, they would require a total of 101 spaces, or 34 additional resident parking spaces. There are 10 excess parking spaces available in Phase I (at 10011 and 10111 River Drive); therefore 24 additional spaces are required to be provided on the neighbouring property at 10199 River Drive.

Registration of an off-site parking agreement on the neighbouring property at 10199 River Drive is a requirement of the Zoning Text Amendment to ensure the development complies with the Richmond Zoning Bylaw.

### **Financial Impact**

None.

### **Conclusion**

Staff recommends support for the subject Zoning Text Amendment on the basis that it provides a significant contribution towards the City's capital Affordable Housing Reserve Fund that may be used, at Council's sole discretion, to facilitate the construction of affordable housing special development circumstance projects elsewhere within Richmond.



Sara Badyal, M. Arch, MCIP, RPP  
Planner 2  
SB:blg

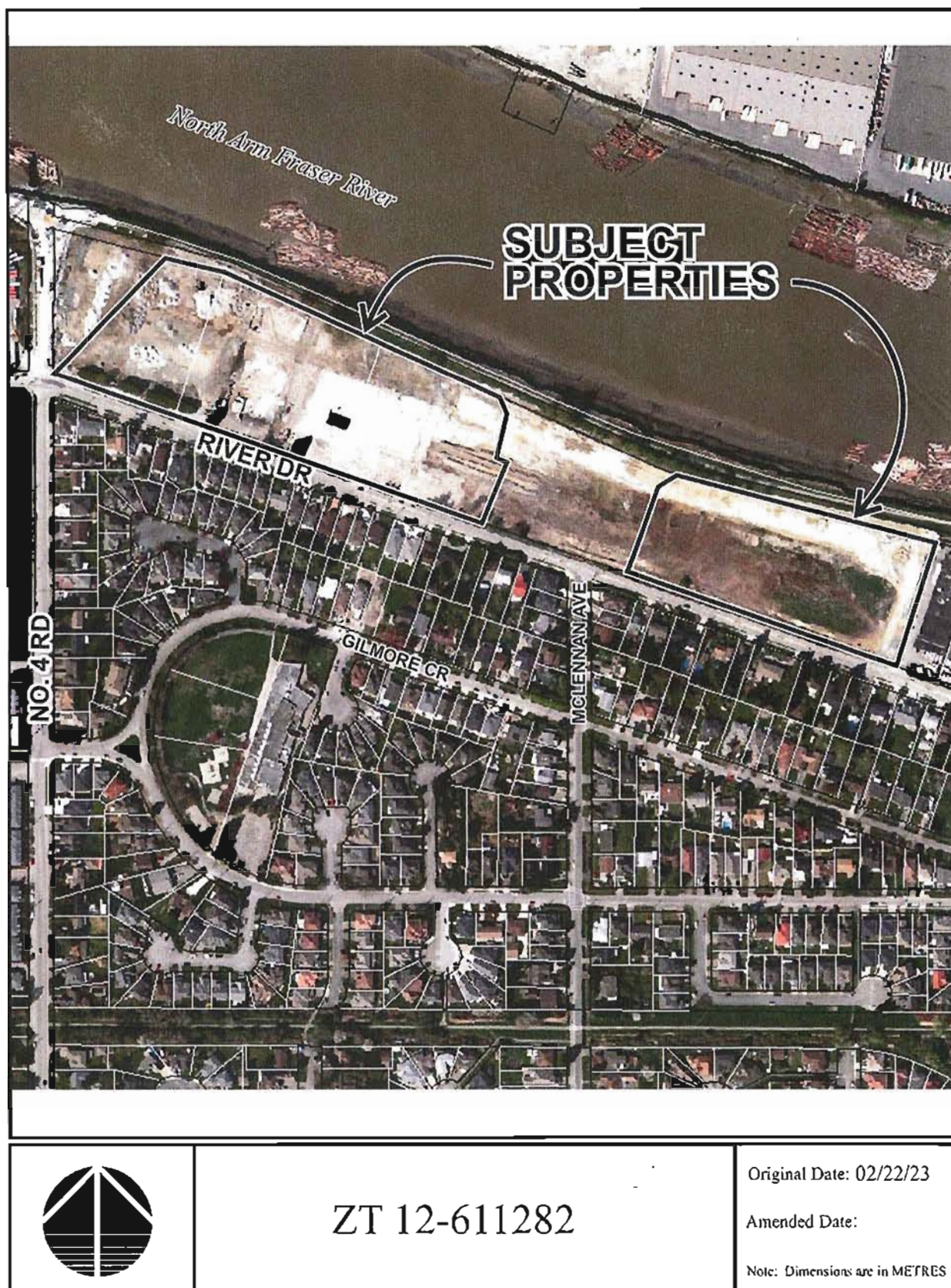
### **Attachments:**

1. Location Map
2. Aerial Photograph
3. Bridgeport Area Plan: Land Use Map
4. Development Application Data Sheet
5. Zoning Text Amendment Considerations Concurrence



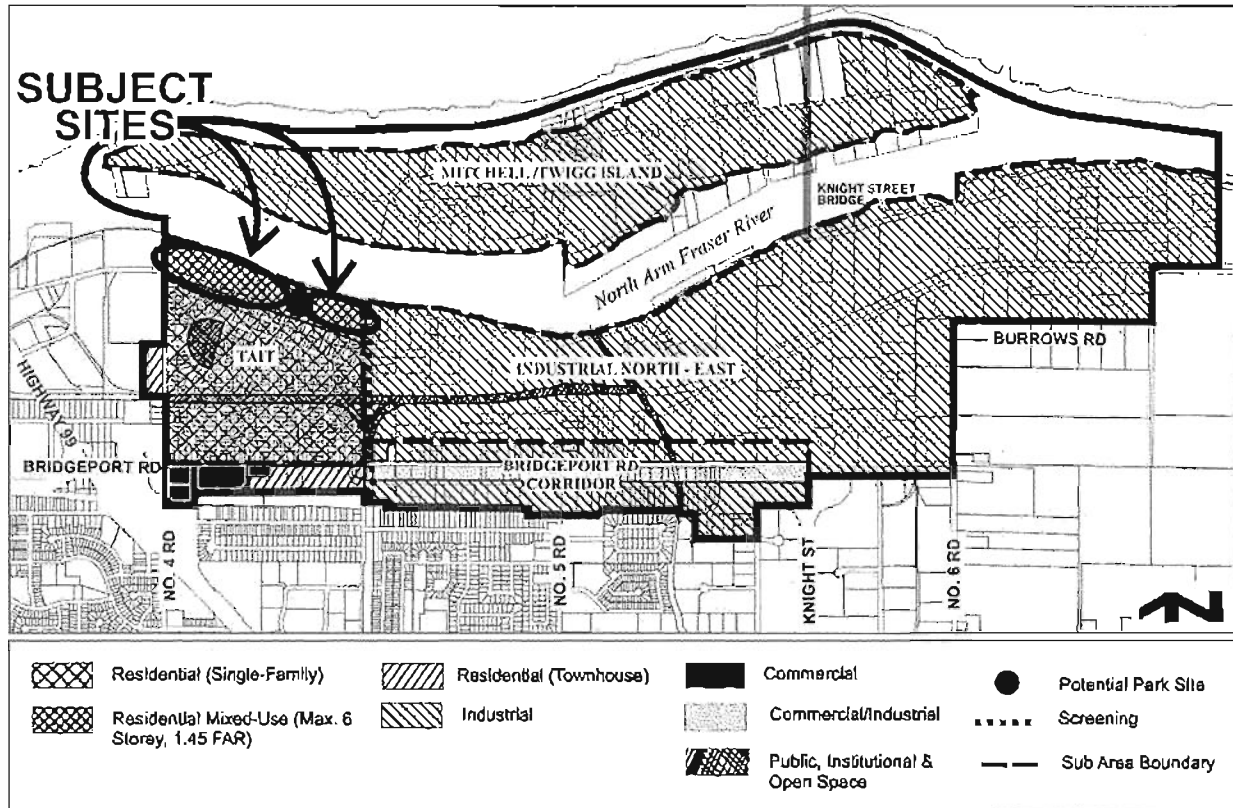
ZT 12-611282

Original Date: 02/22/13  
Revision Date: 05/16/13  
Note: Dimensions are in METRES





# Land Use Map – Bridgeport





**ZT 12-611282**

**Attachment 4**

Address: 10011, 10111, 10199 and 10311 River Drive

Applicant: Parc Riviera Project Inc.

Planning Area(s): Bridgeport

	Existing	Proposed
Owner	Parc Riviera Project Inc.	No Change
Site Size (m <sup>2</sup> )	61,400 m <sup>2</sup>	No Change
Land Uses	Formerly Light Industrial and Storage	Multi-family residential, Commercial and Community Use
Bridgeport Area Plan Designation	Residential Mixed-Use	No Change
Zoning	Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)	ZMU17 as amended regarding density & affordable housing requirement
Number of Units	N/A	(To be confirmed at DP stage)

	Existing Zoning	Proposed Zoning
Floor Area Ratio (max.)	1.45 FAR with density bonus	Area A: 1.38 FAR with density bonus, regardless of subdivision Area B: 1.38 FAR with density bonus, Regardless of subdivision
Lot Coverage (max.)	40%	No Change
Setback (min.)	3.0 m from River Drive 7.5 m from dyke ROW	No Change
Height (max.)	10 m to 26 m (6-storey)	No Change



## Zoning Text Amendment Considerations

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

**Address:** 10011, 10111, 10199 and 10311 River Drive

**File No.:** ZT 12-611282

**Prior to final adoption of Zoning Amendment Bylaw 9036, the developer is required to complete the following:**

1. Adoption of Termination of Housing Agreement (Parc Riviera) Bylaw 9037.
2. Execution of a consent to the adoption of Termination of Housing Agreement (Parc Riviera) Bylaw 9037 and entering into a legal agreement with the City to terminate, release and discharge the associated Housing Agreement and Housing Covenant.
3. Discharge Housing Covenant and Rent Charge from 10011 River Drive.
4. Cancellation of the notice on title to 10011 River Drive regarding the Housing Agreement.
5. Discharge any additional charges or cancel any additional notices on title regarding Affordable Housing and the subject properties.
6. City acceptance of the developer's voluntary AHVT cash-in-lieu contribution of \$7,350,459 to the City's capital Affordable Housing Reserve Fund, which contribution is to be secured by the developer providing a Letter of Credit together with entering into a legal agreement that permits the City to cash the Letter of Credit after adoption of the subject Zoning Text Amendment and the earlier of 18 months from adoption of the subject Zoning Text Amendment or when Council approves the disbursement of funds to an affordable housing special development circumstance project. This contribution is in exchange for the discharge of the Affordable Housing requirements pertaining to the 4,268 m<sup>2</sup> (or approximately 45,940 ft<sup>2</sup>) of affordable housing space to be constructed at 10011 River Drive (RZ 07-380169) based on \$160 per built square foot of required affordable housing space. 100% of the payment is to be deposited to the City's capital Affordable Housing Reserve Fund.
7. Entering into legal agreement(s) to secure off-street parking spaces on 10199 River Drive for the benefit of 10011 and 10111 River Drive to satisfy the Richmond Zoning Bylaw requirements (e.g. 24 parking spaces).

**Note:**

- 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.

Signed \_\_\_\_\_

Date \_\_\_\_\_

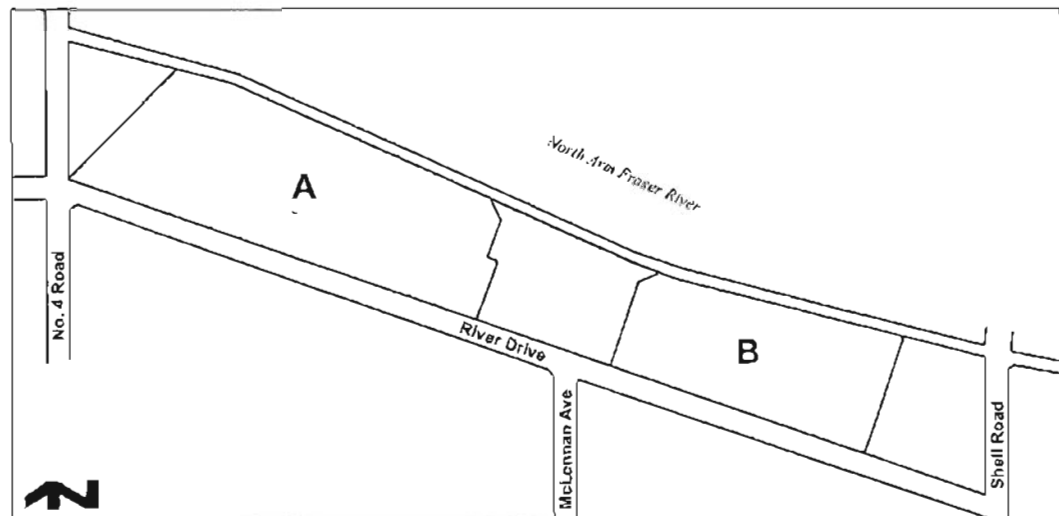


**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9036 (ZT 12-611282)  
10011, 10111, 10199 and 10311 River Drive**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended:
  - (a) by adding the following at the end of subsection 20.17.2 (Permitted Uses):

“Diagram 1



- (b) by deleting subsection 20.17.4 and substituting the following:
    - “1. The maximum **floor area ratio** for the area identified in Diagram 1, Section 20.17.2, shall be:
      - a) for the total combined area of “A”, regardless of **subdivision**: 1.25;  
and
      - b) for the total combined area of “B”, regardless of **subdivision**: 1.25.



2. Notwithstanding Section 20.17.4.1, the references to "1.25" in paragraphs (a) and (b) are increased to a higher density of "1.38" if the owner has paid or secured to the satisfaction of the City a monetary contribution of \$7,350,459 to the City's capital Affordable Housing Reserve Fund established pursuant to Reserve Fund Establishment Bylaw No. 7812.
  3. Notwithstanding Sections 20.17.4.1 and 20.17.4.2, the following additional **floor area ratio** is permitted:
    - a) 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**; and
    - b) 0.1 **floor area ratio** provided that it is entirely used to accommodate **community amenity space**.
  4. For the purposes of this **zone** only, covered **walkways** and mechanical and electrical rooms having a total **floor area** not exceeding 200.0 m<sup>2</sup> per **building** are excluded from the **floor area ratio** calculations."
2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 9036**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____	CITY OF RICHMOND
_____	
_____	APPROVED by SPS.
_____	APPROVED by Director or Solicitor
_____	_____
_____	_____

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 MAYOR

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 CORPORATE OFFICER



**Termination of Housing Agreement (Parc Riviera) Bylaw 9037**

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

1. The Mayor and City Clerk for the City of Richmond are authorized:
  - a) to execute agreements to terminate the housing agreement referred to in Housing Agreement (1880 No. 4 Road and 10071, 10091, 10111, 10131, 10151, 10311 River Drive) Bylaw No. 8815 (the "Housing Agreement");
  - b) to cause Notices and other charges registered at the Land Title Office in respect the Housing Agreement to be discharged from title; and
  - c) to execute such other documentation required to effect the termination of the Housing Agreement.
2. This Bylaw may be cited as **"Termination of Housing Agreement (Parc Riviera) Bylaw 9037"**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

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CITY OF RICHMOND
APPROVED by <i>hl</i>
APPROVED by Director or Solicitor <i>hz</i>

\_\_\_\_\_  
MAYOR

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