



**Planning Committee**

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

**Tuesday, June 2, 2015  
4:00 p.m.**

**Pg. #      ITEM**

**MINUTES**

**PLN-3**      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on Wednesday, May 20, 2015.*



**NEXT COMMITTEE MEETING DATE**

Tuesday, June 16, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

**COMMUNITY SERVICES DIVISION**

- 1. HOUSING AGREEMENT BYLAW NO. 9227 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8111 GRANVILLE AVENUE/8080 ANDERSON ROAD (STOREYS)**

(File Ref. No. 12-8060-20-009227; 08-4057-01) (REDMS No. 4517686 v. 6)

**PLN-31**

**See Page PLN-31 for full report**

*Designated Speaker: John Foster*

STAFF RECOMMENDATION

*That Housing Agreement Bylaw No. 9227 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit Application DP 12-605094.*

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2.      **NAMING OF A CHILD CARE FACILITY - 10640 NO. 5 ROAD**

(File Ref. No. 07-3070-01) (REDMS No. 4583559)

PLN-69

See Page PLN-69 for full report

*Designated Speaker: Coralys Cuthbert*

STAFF RECOMMENDATION

*That the City's child care facility being renovated at 10640 No. 5 Road be named the Gardens Children's Centre.*

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3.      **MANAGER'S REPORT**

**ADJOURNMENT**

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## Planning Committee

Date: Tuesday, May 20, 2015

Place: Anderson Room  
Richmond City Hall

Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Chak Au  
Councillor Carol Day  
Councillor Harold Steves (entered at 4:25 p.m.)  
Mayor Malcolm Brodie

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on Tuesday, May 5, 2015, be adopted as circulated.*

**CARRIED**

The Chair advised that Medicinal Marihuana Dispensaries will be considered as Item No. 5A.

### NEXT COMMITTEE MEETING DATE

Tuesday, June 2, 2015, (tentative date) at 4:00 p.m. in the Anderson Room

**Planning Committee**  
**Wednesday, May 20, 2015**

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## **DELEGATION**

Lynda Terborg, representing the Westwind Ratepayers Association for Positive Development, spoke of the referral made at the April 20, 2015 Public Hearing regarding building massing and construction of high ceilings and read from her submission (attached to and forming part of these minutes as Schedule 1).

Jonathan ter Borg, representing the Westwind Ratepayers Association for Positive Development, spoke of the City's website, expressing concern that information on the Advisory Design Panel's membership was not readily available.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, noted that staff anticipate bringing forward a report on the referral regarding building massing and construction of high ceilings at the June 16, 2015 Planning Committee meeting. Also, he noted that staff are examining options to expedite the proposed building massing recommendations to a Public Hearing.

Discussion ensued with regard to public consultation on the matter and Mr. Erceg noted that consultation with the Advisory Design Panel, residents and builders will take place.

In reply to queries from Committee regarding building height, Mr. Erceg noted that the City's policy on building massing has been reviewed and updated several times since 2008.

## **PLANNING AND DEVELOPMENT DIVISION**

1. **APPLICATION BY STEVESTON NO. 6 LP FOR REZONING AT 13751 AND 13851 STEVESTON HIGHWAY, 10651 NO. 6 ROAD, A PORTION OF 13760 STEVESTON HIGHWAY AND A PORTION OF THE ROAD ALLOWANCE ADJACENT TO AND NORTH OF 13760 STEVESTON HIGHWAY FROM ENTERTAINMENT AND ATHLETICS (CEA), LIGHT INDUSTRIAL (IL) AND AGRICULTURE (AG1) ZONING TO LIGHT INDUSTRIAL AND LIMITED ACCESSORY RETAIL – RIVERPORT (ZI12)**  
(File Ref. No. 12-8060-20-009210/9211; RZ 13-630280) (REDMS No. 4575191)

2.

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Wayne Craig, Director, Development, briefed Committee on the proposed application and noted that (i) Port Metro Vancouver (PMV) supports the creation of industrial lands but has expressed concern with regard to the retail accessory component of the proposed application, (ii) traffic from the proposed development is anticipated to be lower compared to the current zoning, (iii) the applicant has noted that incorporating solar photovoltaic (PV) installations to provide power to the entire development is not feasible; however, there are opportunities for PV pre-ducting and PV installations for lighting parking and landscaped areas, and (iv) the notification area for the proposed application will be expanded.

In reply to queries from Committee, Mr. Craig noted that the proposed zoning would allow for warehouses and limited accessory retail development.

Paul Woodward, Ledcor Properties Inc., spoke to the proposed application, noting that (i) approximately 14 acres is subject to rezoning, (ii) that approximately 2.5 acres will be made up of an Agricultural Land Reserve (ALR) buffer and green space, (iii) traffic generation is anticipated to be less compared to current zoning, (iv) market conditions will be a factor in the site's development, and (v) there will be opportunities to incorporate PV installations on-site.

Discussion ensued with respect to concerns from PMV regarding the limited inventory of market-ready industrial land in Metro Vancouver and the limited interest expressed by PMV to develop the site.

In reply to queries from Committee, Mr. Woodward stated that discussions with PMV regarding site development will continue.

Discussion then ensued with regard to the potential truck traffic in the area and in reply to queries from Committee, Mr. Woodward noted that the proposed application will provide passenger car parking for customers and employees, and there will also be allowance for large vehicles including tractor trailers.

Discussion then ensued with regard to the potential for local businesses utilizing the proposed site.

It was moved and seconded

- (1) ***That Official Community Plan Amendment Bylaw 9210, to redesignate 13751 and 13851 Steveston Highway, 10651 No. 6 Road, a Portion of 13760 Steveston Highway and a Portion of the Road Allowance Adjacent to and north of 13760 Steveston Highway from "Commercial" and "Industrial" to "Mixed Employment" in Attachment 1 to Schedule 1 of Official Community Plan Bylaw 9000, be introduced and given first reading;***
- (2) ***That Bylaw 9210, having been considered in conjunction with:***
  - (a) ***the City's Financial Plan and Capital Program; and***

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*(b) the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;*

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

- (3) That Bylaw 9210, having been considered in accordance with Official Community Plan Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation;*
- (4) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9211 to create the “Light Industrial and Limited Accessory Retail – Riverport (ZI12)” zone, and to rezone 13751 and 13851 Steveston Highway, 10651 No. 6 Road, a Portion of 13760 Steveston Highway and a Portion of the Road Allowance Adjacent to and north of 13760 Steveston Highway from “Entertainment & Athletics (CEA)”, “Light Industrial (IL)” and “Agriculture (AG1)” to “Light Industrial and Limited Accessory Retail – Riverport (ZI12)”, be introduced and given first reading; and*
- (5) That the public hearing notification be expanded to include all properties in the area shown on the map contained in Attachment J to the staff report dated May 11, 2015 from the Director of Development.*

The question on the motion was not called as discussion ensued regarding interest from PMV to develop the site, and potential traffic in the area.

*Councillor Steves entered the meeting (4:25p.m.).*

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

**2. APPLICATION BY PARC RIVIERA PROJECT INC. FOR A ZONING TEXT AMENDMENT TO THE “RESIDENTIAL MIXED USE COMMERCIAL (ZMU17) - RIVER DRIVE/NO. 4 ROAD (BRIDGEPORT)” ZONE FOR THE PROPERTY AT 10311 RIVER DRIVE**

(File Ref. No. 12-8060-20-009237; ZT 15-691748) (REDMS No. 4539005 v. 3)

Mr. Craig briefed Committee on the proposed application and advised that the proposed text amendment would distribute density equally throughout the site, and the delivery of amenities would be implemented in phases.

In reply to queries from Committee, Sara Badyal, Planner 2, noted that each future subdivided lot on-site will be permitted to achieve an increased density of 1.38 Floor Area Ratio (FAR) as a result of the Affordable Housing contribution already received by the City.

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In reply to queries from Committee, Mr. Craig advised that the proposed child care facility on site will be in addition to the approximately \$9 million in cash contributions, and the 'no development' covenant on Title requires that amenities be provided prior to development of the property, and also secures infrastructure improvements.

Dana Westermarck, representing Parc Riviera Project Inc., commented on the proposed application, noting that proposed community amenities include a three acre central park. He added that infrastructure improvements include waterfront dike and trail improvements and works along River Road.

In reply to queries from Committee, Mr. Westermarck noted that the proposed central park will be open to the public.

It was moved and seconded

***That Richmond Zoning Bylaw 8500, Amendment Bylaw 9237, for a Zoning Text Amendment to the "Residential Mixed Use Commercial (ZMU17) – River Drive/No. 4 Road (Bridgeport)" zone to amend the maximum permitted density on the property at 10311 River Drive, be introduced and given first reading.***

**CARRIED**

3. **APPLICATION BY RYAN COWELL ON BEHALF OF 0737974 B.C. LTD. FOR A ZONING TEXT AMENDMENT TO INCREASE THE PERMITTED FLOOR AREA RATIO TO 0.78 FOR THE PROPERTY LOCATED AT 5600 PARKWOOD CRESCENT**  
(File Ref. No. 12-8060-20-009245; ZT 15-694669) (REDMS No. 4557676 v. 2)

Mr. Craig stated that the proposed application is part of the expansion of the Richmond Auto Mall and will allow the increase of allowable FAR to 0.78 FAR.

In reply to queries from Committee, Mr. Craig noted that (i) the base density within the Vehicle Sales (CV) zone is 0.5 FAR, (ii) no amenity contributions are anticipated to be provided as part of the proposed application, and (iii) the increased density will be achieved through the construction of multiple floors in the proposed building.

Discussion ensued with regard to the building height and Mr. Craig noted that design details for other buildings in the Auto Mall were currently unavailable, however this information could be provided.

It was moved and seconded

***That Richmond Zoning Bylaw 8500, Amendment Bylaw 9245, for a Zoning Text Amendment to the "Vehicle Sales (CV)" zone, to increase the overall allowable Floor Area Ratio (FAR) to a maximum of 0.78 for the property, be introduced and given first reading.***

**CARRIED**

5.

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4. **AGRICULTURAL LAND RESERVE APPEAL APPLICATION BY  
ARUL MIGU THURKADEVI HINDU SOCIETY OF BC FOR NON-  
FARM USE AT 8100 NO. 5 ROAD**  
(File Ref. No. AG14-657892) (REDMS No. 4521405 v. 2)

Mr. Craig commented on the proposed application, noting that it complies with the City's No. 5 Road Backlands Policy and the 2041 Official Community. Also, he remarked that should the application be approved by Council, the application would be forwarded to the Agricultural Land Commission.

Discussion ensued with regard to ensuring that active agricultural activity along the No. 5 Road backlands takes place and the potential for the City to acquire said sites.

In reply to queries from Committee, Mr. Craig advised that (i) the No. 5 Road Backlands Policy does not require dedication of land at the rear of the site to the City, (ii) farming activity is secured through a legal agreement with a farm plan and security as part of the rezoning process, and (iii) the proposed application will have a farm access road at the rear of the site.

In reply to queries from Committee, Mr. Erceg noted that although the No. 5 Road Backlands Policy does not require dedication of the backlands to the City, the Parks Department is examining options for the transfer of such lands to the City.

Discussion ensued with regard to examining acquiring right-of-ways along the backlands to facilitate farm road access from Blundell Road to Steveston Highway.

In reply to queries from Committee, Mr. Craig noted that should the proposed application proceed, staff will discuss the potential of a right-of-way to facilitate a farm access road along the extension of the property with the applicant.

Discussion ensued with regard to the size of the proposed development relative to the depth of the lot. Mr. Craig noted that the No. 5 Road Backlands Policy does not distinguish the depth of property and only considers the 110 metre frontage.

In reply to queries from Committee, Mr. Craig noted that the City has not approached any property owners along Blundell Road with regards to acquiring land to facilitate a farm access road along the backlands.

It was moved and seconded

***That the application by Arul Migu Thurkadevi Hindu Society of BC for a non-farm use at 8100 No. 5 Road to develop a Hindu temple and off-street parking on the westerly 110m of the site be endorsed and forwarded to the Agricultural Land Commission.***



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The question on the motion was not called as discussion ensued with regard to options for the acquisition of the No. 5 Road backlands and agricultural activity in the backlands.

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

It was moved and seconded

***That the staff report titled Agricultural Land Reserve Appeal Application by Arul Migu Thurkadevi Hindu Society of BC for Non-Farm Use at 8100 No. 5 Road, dated April 29, 2015, from the Director, Development, be referred back to staff.***

The question on the referral was not called as discussion ensued with regard to (i) tax exemptions related to farm activity, (ii) the potential to examine farming plans and criteria for agricultural activity, (iii) a farm access road from Blundell Road to Steveston Highway, and (iv) City access and control of the backlands.

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

Discussion then took place with regard to the overall vision for the backlands along No. 5 Road.

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

It was moved and seconded

***That staff examine:***

- (1) the overall vision for the No. 5 Road backlands;***
- (2) options for a farm access road along the backlands from Blundell Road to Steveston Highway;***
- (3) options to assemble properties along No. 5 Road to create an agricultural “green” zone; and***
- (4) the properties that comply with the requirements of the No. 5 Road Backlands Policy No. 5037;***

***and report back.***

**CARRIED**

**5. REFERRAL: WEST CAMBIE ALEXANDRA NEIGHBOURHOOD  
BUSINESS OFFICE AREA REVIEW**

(File Ref. No. 12-8060-20-009121; 08-4375-01) (REDMS No. 4565876 v. 11)

Terry Crowe, Manager, Policy Planning, briefed Committee on the West Cambie Alexandra Neighbourhood Business Office Area Review, noting that following consultation with stakeholders, staff are recommending a mix of 70% residential use and 30% employment use for the area. He added that 15% of the residential component would be allocated for built rental housing.

7.

## **Planning Committee**

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Victor Wei, Director, Transportation, briefed Committee on sidewalk gaps in the area, noting that costs to fill in these gaps along Odlin Road and Alexandra Road would cost approximately \$170,000 to \$200,000 for asphalt and \$1.5 million to \$2 million for concrete. Also, he commented on estimated sidewalk costs along Garden City Road, noting that it would cost approximately \$350,000 for asphalt and \$2 million for concrete.

Mr. Wei noted that staff are not recommending the installation of interim sidewalks because of anticipated future development in the area that may provide frontage improvements. Also, he remarked that future development in the area could damage interim sidewalks.

In reply to queries from Committee, Mr. Crowe noted that the residential floor space is comprised of a minimum of 5% built affordable housing, 7.5% built modest rental controlled units and 2.5% market rental housing. He added that in the Westmark development, the rental units would be completed prior to the development's completion. Also, he noted that rental units would include quality finishings and remain rental units in perpetuity.

Discussion ensued with regard to the proximity of the West Cambie Alexandra employment lands to the Canada Line and the amount of rental housing available in the city. In reply to queries from Committee, Mr. Erceg noted that incentives such as density bonuses are available to developers who build rental housing.

In reply to queries from Committee, Mr. Wei noted that the City makes a consistent effort to request frontage improvements from developers.

Discussion then ensued with respect to further possible adjustments in the percentage mix of employment and residential lands in the West Cambie Alexandra area in the future.

In reply to queries from Committee, Mr. Crowe noted that (i) should the proposed recommendations proceed, the proposed recommendations would be put in place as policy, (ii) there could be opportunities for adjustments to land use if rezoning applications are brought forward, and (iii) the Economic Advisory Committee was consulted earlier in the review process.

Discussion took place with regard to the historical zoning in the area and it was noted that the subject site was originally zoned industrial.

Discussion then ensued regarding the quality of employment within West Cambie Alexandra area and opportunities for the proposed land use mix to attract affordable housing and rental housing development.

Staff were then directed to update the West Cambie Area Plan Land Use map with regard to the area's Fire Hall on Cambie Road.

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It was moved and seconded

- (1) *That Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121 to amend Schedule 2.11A in the 2041 Official Community Plan Bylaw 7100, to change the existing Business Office designation to Mixed Use Employment-Residential designation, be introduced and given first reading;*
- (2) *That Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121, having been considered in conjunction with:*
  - (a) *the City's Financial Plan and Capital Program; and*
  - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said program and plans, in accordance with Section 882(3)(a) of the Local Government Act;*
- (3) *That, in accordance with section 879 (2)(b) of the Local Government Act and OCP Bylaw Preparation Consultation Policy 5043, Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 9121, be referred to the following bodies for comment for the Public Hearing:*
  - (a) *Vancouver International Airport Authority (VIAA) (Federal Government Agency); and*
  - (b) *The Board of Education of School District No. 38 (Richmond);*
- (4) *That City staff be directed to consult with VIAA staff regarding the proposed recommendation, prior to the Public Hearing;*
- (5) *That upon adoption of the above bylaws the West Cambie Alexandra Neighbourhood Mixed Use Employment – Residential Use Density Bonus, Community Amenity Contribution, Modest Rental Housing Rates Policy be approved;*
- (6) *That staff not proceed with the implementation of an interim sidewalk/walkway along Odlin Road and Alexandra Road, as a sidewalk/walkway already exists (south side of Odlin Road) or will be provided on at least one side of Alexandra Road within the next 2-3 years;*
- (7) *That staff consider the inclusion of interim sidewalk/walkway along Garden City Road as part of the City's 2016 capital program, if there are no immediate/imminent development applications for these fronting properties in the foreseeable future; and*
- (8) *That lands along No 3 Road not be redesignated from residential use to employment use.*

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The question on the motion was not called as discussion took place on (i) finalizing the land use mix, (ii) the city centre's changing demographics, (iii) the demand for affordable housing, (iv) the land use mix in the immediate area outside the subject area, (v) the current rental housing supply in the city, and (vi) ensuring the land use mix does not fall below the proposed levels.

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

5A. **MEDICINAL MARIJUANA DISPENSERIES**  
(File Ref. No.)

Discussion ensued with regard to policies brought forward by Lower Mainland municipalities regarding the licensing of medicinal marihuana dispensaries.

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

It was moved and seconded

*That staff examine the pros and cons of licensing medicinal marihuana dispensaries in the city and report back.*

**CARRIED**

6. **MANAGER'S REPORT**

*(i) Lingyen Mountain Temple*

Mr. Craig advised that developers of the Lingyen Mountain Temple will be hosting a public consultation on their proposed expansion plans in June 2015, and noted that staff will be attending the event.

*(ii) Solar Energy Policy*

Reference was made to an article titled "Vancouver ranks lowest for solar energy policies," dated May 20, 2015 from the *Vancouver Sun* (attached to and forming part of these minutes as Schedule 2) and discussion took place on the potential to utilize solar power in the city.

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

It was moved and seconded

*That staff examine using solar energy as a source of power in the city and report back.*

The question on the referral was not called as discussion ensued regarding (i) global solar energy innovations, (ii) the costs of installing solar power units in new homes, and (iii) incentives to reduce installation costs of solar power units.

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

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**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:42 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Wednesday, May 20, 2015.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Auxiliary Committee Clerk

## **City of Richmond**

### **PLANNING COMMITTEE MEETING SUBMISSION PACKAGE**

**May 20, 2015**

**Presented by  
WRAPd**

(Westwind Ratepayer Association for Positive development)

#### **TABLE of CONTENT**

- 1) Delegation report to planning committee - May 20, 2015**
- 2) History and summary of massing concerns**
- 3) 6140 Tranquille Place correspondence and pictures**
- 4) Zoning Bylaw Massing Controls**
- 5) Strengthen Permit Drawing requirements**
- 6) Utilized Certified Professional representatives on the Advisory Design Panel**
- 7) Building Heights in Metro Vancouver table**

To be clear we are talking about Zoning, not Land-Use Contracts.

We are talking about the process being undertaken to control massing and height of new houses. This is not an exercise to support increased massing but to control it and most definitely to reduce it.

Ten years ago citizens submitted petitions to complain about increasing mass and height of houses. Bill and Harold may remember 6140 Tranquille Place as they were on Council at that time. What did the citizens get, but a Bylaw change in 2008 that actually increased the overall height of houses by 5 feet. The exact opposite of what was needed and asked for. Giving a new overall building height of 34.5 feet.

Another seven years of concerns and complaints from 2008 continued with no substantive review of those changes to height calculations. The results are now houses that overshadow everything built before. The review is now past due to assess the impact of that building height change. It is time to return the heights back to where they were, the 29.5 foot standard measured to the peak of the roof, not the mid-point of the roof.

The Westwind Group's presentation at the public hearing was focused in large part on the lack of double counting floor space for excessively high rooms. But this is only a sample of the Bylaw breeches we see and hear about in Richmond. Infill of void spaces after occupancy is a temptation that should not exist.

Reduce the height as Delta has done in 2011, and tighten the Bylaws as Surrey has done. Rigorously enforce our Bylaws and stand behind the plan checkers and inspectors because it is obvious they cannot sustain the pressures being put on them to look the other way.

Double height is not about ceilings. That word ceiling does not appear in the Bylaw clauses or the definitions. Double counting is an architectural tool used to control building form, meaning massing. It is used effectively in Vancouver, Burnaby and Surrey and is 12.1 feet in those cities. Richmond allows a very generous 16.4 feet that is being abused to a full two story height of 20 and 22 feet.

It has now been 10 years and a 4<sup>th</sup> attempt to get massing under control. We cannot accept any more excuses about Bylaw intents that are misinterpreted.

We need to hire an experienced code consultant to review the wording of the Bylaws so there is no misinterpretation as to the intent. The double height standard was effectively applied for 10 years from 1994 to 2004. In the last 5 to 10 years we have seen an escalation in massing to the front, sides, and now the back of houses

The usual massing controls; overall building height, the double height standard, and the vertical envelopes all need a serious review combined with proper enforcement.

We appreciate that these matters have been referred back to staff, yet again, and that in due course we expect to see the opportunity for community engagement. We expect to see broader input from citizens, homeowners, architects, and building designers.

The process for tightening the controls on new house massing and height must be transparent, accountable, and public in its exposure. It is not a negotiation to ratify rules that have been broken.

James Cooper emailed me last night at 8:30pm, so I know he is working late on these problems. He is proposing a beta test for a small sample group next week, but when does the public get an opportunity to see and vet the proposed changes recommended by staff?

What is the plan for the public process?

What is the timeline for broader community interaction and education?

And what shall we tell our subscribers who are looking to be involved and informed?

A rushed solution could be worse than the original problem.



## Richmond Citizens Massing & Height Concerns Staff & City Responses - History to Present

DATE	CITIZENS CONCERNS	ACTION	RESULTS
1992 to 1995	<ul style="list-style-type: none"> <li>Bulk &amp; height of large boxy 2 storey houses</li> <li>Over 500 people attended special council meeting at Gateway Theater</li> </ul>	<ul style="list-style-type: none"> <li>8 separate Amendment Bylaws to address massing &amp; height concerns *</li> <li>With input from 11 member citizen task force</li> </ul>	<ul style="list-style-type: none"> <li>FAR reduced (55% on 1st 5,000 ft<sup>2</sup> + 30% over)</li> <li>Height set at 29.5 ft. (9 m) to top of roof pitch</li> <li>'double height' double count standard set at 16.4 ft (5 m) **</li> </ul>
1995 to 2002		Bylaws enforced	Reduced massing & height concerns
2004 to 2006	Massing & size creeping up again		
2006 to 2008	CITIZENS PETITION <ul style="list-style-type: none"> <li>To reduce: BUILDING HEIGHT &amp; MASSING</li> <li>Of 2<sup>1/2</sup> storey houses</li> <li>3rd storey balconies (6140 Tranquille Place)</li> </ul>	<u>Refer to staff</u> <ul style="list-style-type: none"> <li>Fine tune 2<sup>1/2</sup> storey definition</li> <li>Change definition of building height</li> <li>Staff to monitor proposed changes to see if further action required</li> </ul>	<b>INCREASE OVERALL BUILDING HEIGHT</b> <ul style="list-style-type: none"> <li>to 34.5 ft (10.5 m) from 29.5 ft (9 m)</li> <li>Measurement now from midpoint of roof (eaves + roof ridge) + additional 5 ft (1.5 m) to roof peak</li> <li>NO action on massing</li> <li>NO restrictions to 3rd storey balconies</li> <li>NO staff review done to assess impact of building height change</li> <li>NO report back to council with recommendations</li> </ul>
2010	CONTINUING COMPLAINTS <ul style="list-style-type: none"> <li>"buildings greatly impacting adjacent properties"</li> </ul>	<u>Refer to staff</u> <ul style="list-style-type: none"> <li>Information Bulletin issued: 2010-09-14</li> <li>NO changes recommended</li> </ul>	<ul style="list-style-type: none"> <li>Only quoted standard definitions</li> <li>NO mention of 'double height' controls for massing</li> <li>NO changes made to building height</li> </ul>
2015 February	BUILDING HEIGHT & MASSING <ul style="list-style-type: none"> <li>Of new 2 and 2<sup>1/2</sup> storey houses</li> <li>3rd storey balconies</li> <li>IDENTICAL to 2006 concerns</li> <li>Plus houses are more massive</li> </ul>	<u>Refer to staff</u> <ul style="list-style-type: none"> <li>April 20, 2015 public hearing *</li> <li>Passed Bylaw Amendment</li> </ul>	<ul style="list-style-type: none"> <li>Only addresses 10% of problems (flat roof design, 3rd floor balconies)</li> <li>NO relief for 90% of problems (massing &amp; height of 2 storey peaked roof houses)</li> </ul>
2015 April	<ul style="list-style-type: none"> <li>In April 20, 2015 public hearing, citizens produced report, City's 'double height' standard is NOT consistently applied</li> <li>Majority of new houses being built in Richmond today breach Zoning Bylaw section 4.3.1 (c) (front, side &amp; back of houses)</li> <li>Massing &amp; height excesses creating huge concerns</li> </ul>	<u>Refer to staff again</u>	

\* Refer to Addendum for source documentation.

\*\* Vancouver, Burnaby, and Surrey have set their 'double height' double count standard at 12.1 ft (3.7 m).

## Addendum

DATE	Document	
1992 to 1995		
	Zoning Bylaw 5300	
1.	Amendment Bylaw 5728	1) Residential vertical envelope, 2) 2 <sup>1/2</sup> storey definition, 3) Maximum Floor Area Ratio (FAR), 4) Maximum lot coverage (December 14, 1992)
2.	Amendment Bylaw 6095	Set Minimum and Maximum setbacks (February 14, 1994)
3.	Amendment Bylaw 6112	'Double height' double count standard (November 8, 1993)
4.	Amendment Bylaw 6113	Increase live landscaping requirement (November 8, 1993)
5.	Amendment Bylaw 6115	Set graduated side yard setbacks (November 8, 1993)
6.	Amendment Bylaw 6116	Redefined residential vertical envelope (November 8, 1993)
7.	Amendment Bylaw 6229	Exempted entrance foyers from 'double height' standard (March 14, 1994)
8.	Amendment Bylaw 6447	Exempted one accessory building from FAR (June 13, 1995)
2006 to 2008		
19 pgs	Report to Planning Committee, Re: Building Height and Half-Storey Building Area (June 30, 2008)	
Link:	<a href="http://www.richmond.ca/_shared/assets/Bylaw_8319_PH_09030821057.pdf">http://www.richmond.ca/_shared/assets/Bylaw_8319_PH_09030821057.pdf</a>	
2010		
4 pgs	Bulletin - Permits Section, Re: Zoning Bylaw 8500 Definitions (September 14, 2010)	
Link:	<a href="http://www.richmond.ca/_shared/assets/permits_4629416.pdf">http://www.richmond.ca/_shared/assets/permits_4629416.pdf</a>	
2015, February		
23 pgs	Report to Planning Committee, Re: Proposed Revision to Single-Family and Two-Unit Dwellings Building Height and Half-Storey Building Area Regulations (March 5, 2015)	
Link:	<a href="http://www.richmond.ca/_shared/assets/6_Application_Revisions_BuildingHeight_Area_Planning_03171540947.pdf">http://www.richmond.ca/_shared/assets/6_Application_Revisions_BuildingHeight_Area_Planning_03171540947.pdf</a>	

## References:

### Local Municipal Bylaw – 'Double Height' Double Count Sections

Richmond, 16.4 feet

4. General Development Regulations

4.3.1 (c) Calculation of Density in Single Detached Housing and Two-Unit Housing Zones

[http://www.richmond.ca/\\_shared/assets/DevRegs24223.pdf](http://www.richmond.ca/_shared/assets/DevRegs24223.pdf)

Vancouver, 12.1 feet

RS-1 District Schedule

4.7.2 Floor Space Ratio

<http://former.vancouver.ca/commsvcs/BYLAWS/zoning/RS-1.PDF>

Burnaby, 12.1 feet

SECTION 6 SUPPLEMENTARY REGULATIONS

6.20 (4) Computation of Gross Floor Area and Floor Area Ratio

<https://burnaby.civicweb.net/Documents/DocumentList.aspx?Id=9769&Search=1&Result=1>

Surrey, 12.1 feet

Surrey Zoning By-law 12000

Part 15A - D. Density, 4(b), ii, d.

[http://www.surrey.ca/bylawsandcouncillibrary/BYL\\_Zoning\\_12000.pdf](http://www.surrey.ca/bylawsandcouncillibrary/BYL_Zoning_12000.pdf)

### Town Hall Presentation (April 29<sup>th</sup>, 2015) "10 Years of Deflected Concerns"

<http://wrapd.org/PDF/townhallmeetinglynpresentationcomplete.pdf>



# 6140 Tranquille Place







January 11, 2006

To: Planning Committee Members:  
Richmond City Council  
Via email: [mayorandcouncillors@richmond.ca](mailto:mayorandcouncillors@richmond.ca)

Distribute to Councilors:

Mr. Harold Steves  
Mr. Bill McNulty  
Ms. Linda Barnes  
Mr. Rob Howard  
Ms. Sue Halsey-Brandt

**RE: R1 Zoning Loophole pertaining to 6140 Tranquille Place, Richmond, BC**

We, the signatories, are neighbours of the aforementioned property. As the councilors charged with steering our planning rules and processes we draw your attention to a situation which will have a direct and negative consequence on our living standards and will set a troubling precedent for all Richmond neighbourhoods. We have pursued all available avenues within the city bureaucracy, but there is little willingness to stand-up to inappropriate development once a permit has been issued.

We appeal to you for assistance in rectifying a development situation that will have regrettable consequences for all R1/E zoning. In our view, when developers build only to the letter of the law rather than the spirit or intent, it is of equal violation.

Below is a summary of the situation complete with photos of the building. Upon review, we are anxious to hear from one of you with a plan of action to stop this misguided development from becoming a regrettable precedent for all R1 zoning.

### **Background:**

- Neighbourhood in question is Brighthouse Estates/Brighthouse Gardens – bordered by #2 Road, Westminster Hwy, Granville Avenue and Gilbert Road.
- Neighbourhood is approximately 40 years old and is under-going some re-development.
- There is not a neighbourhood plan developed for this area.
- Zoned for R1 development.
- In the News – current hot topic for the neighbourhood is the new ownership of the Richmond Gardens apartments and the termination of rental agreements in order to renovate and charge higher rental rates.

### **Issue: Ocean View home in the middle of Richmond!**

- Building currently under construction has 3 living storeys – R1 zoning stipulates 2-1/2 storeys.
- Height of the 3<sup>rd</sup> storey is well-above roofline of existing neighbourhood.
- 3<sup>rd</sup> Storey overlooks the backyards of many homes (including homes with hedges) thereby infringing upon the privacy of the neighbourhood.
- This home is being built to the letter of the zoning but not the spirit; zoning stipulates 2-1/2 storeys to prevent 3<sup>rd</sup> floor living space yet, this is being built with a false wall to meet 'code' but with the full intent on having a liveable 3<sup>rd</sup> floor.
- The building is designed by an ex-Planner at the City of Richmond who
  - a) knows the weakness of the code and is exploiting it, and
  - b) likely has appealed to past relationships to garner approval of this obtrusive design while avoiding the public-input aspect of the variance process.
- 3<sup>rd</sup> Floor deck space is not covered by the existing R1 bylaw. In addition to the visual privacy violation it adds the likelihood of noise violation that will undoubtedly occur when some uses a deck that is well above the rest of the neighbourhood.

While homes of a similar design have been built in Richmond, either on main arteries or on dyke-facing properties, it is not an appropriate design within the confines of an existing neighbourhood. It is frustrating that our city has not adopted a bi-law similar to the City of Vancouver which respects and protects the look of a neighbourhood by ensuring designs are appropriate.

#### **City of Richmond – Division 100 Scope and Definitions**

- **STOREY, HALF**

"Half-Storey" means a habitable space situated wholly under a roof the wall plates of which on at least two opposite exterior walls are not more than 0.6 m (1.968 ft.) above the floor of such storey, and which does not have a floor area which exceeds 50% of the floor area of the storey situated immediately below it.

After numerous discussions with members of the planning and permits departments, the following information was gleaned:

**Due Process? Re-do Process!**

- According to one of the city's 'Plan Checkers', this application is in fact a variance from the R1 zoning bylaws.
- According to the Planning Department, variances are to be posted and notice provided to neighbours impacted by the proposed variance.
- A variance was sought by the developer and approved without soliciting public input.
- None of the signators listed below were notified of the proposed variance; the City sought no input.

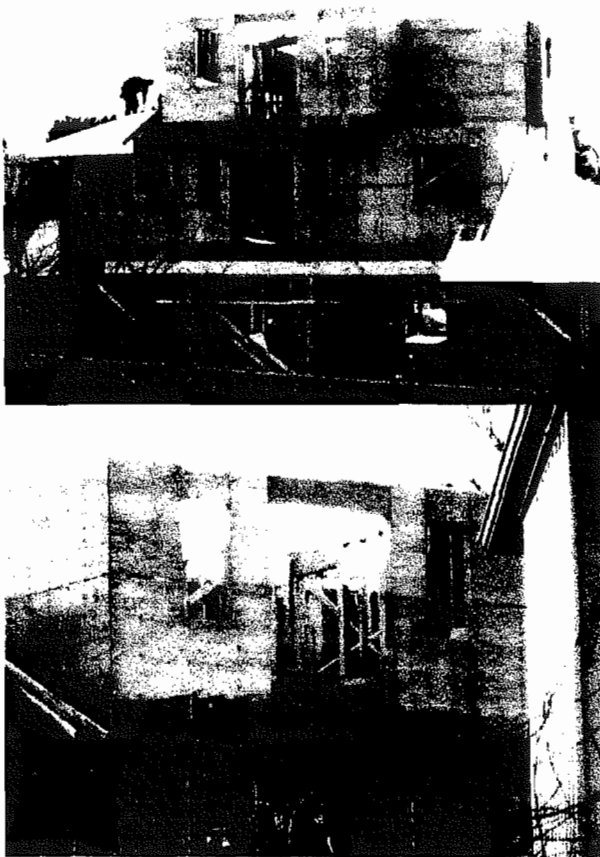
We appreciate that the city is legally exposed once an approval is given to a developer and that it is difficult to "un-approve" a house that is already framed. We do however respectfully request that you, members of the Planning Committee, seek an immediate cease-work order until such time that the correct process can be employed so that reasoned and considered thought can be given to rectifying this inappropriate design and the precedent it will set.

We look forward to hearing from you, soon.

Respectfully,

The affected neighbours of 6140 Tranquille Place

Contact: Vaughan (604.219,7400) or Wong (604.277.6718)



The 3<sup>rd</sup> floor is being built complete with windows and a deck.

Note 2<sup>nd</sup> floor and 3<sup>rd</sup> floor have the same size windows and size door openings.

R1 stipulates "2-1/2" storeys – doesn't that appear to be a complete living space on the 3<sup>rd</sup> level?





**City of Richmond**  
Urban Development Division

**Memorandum**

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**To:** Mayor & Councillors **Date:** January 17, 2006  
**From:** John Irving, P.Eng. **File:**  
Manager, Building Approvals  
**Re:** **6140 Tranquille Place – Single Family Building Height**

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A building permit has been issued for a single family dwelling at the above address and construction is currently under way. The dwelling has a half storey above the second storey that complies with the letter of the zoning bylaw. The application and interpretation of the zoning bylaw in this case is consistent with the City's past practice.

If a building form is desired that differs from that which is typified in this case, it is recommended that the zoning bylaw be changed to reflect the desired form.

John Irving, P.Eng.  
Manager, Building Approvals

:ji

Query/Selection Results - Microsoft Internet Explorer

Zoning

Rec	ZONING	DATE_STAMP
1	R1/E	Tue, 14 Dec 2004 00:00:00

PROPERTY

Identify
Property Info
Select
Query
Buffer
Clear
Measure

Copyright (C) 2003 City of Richmond

Active Layer: PROPERTY

Services
Layers
Legend

Search by:

Identify

Click [HERE](#) to get more information

Use the Identify tool to get details on an object's attributes. Click any point on the Main Map to get details on **all visible** layers at that point. Details will display in the Query/Selection Results window, but the objects will not be highlighted on the Main Map.

**Tip:** If you have difficulty retrieving details on specific item using **Identify**, try adjusting the map scale. Alternatively,

REFRESH MAP

Zoom to Full Extent
Internet

Start

12:11 PM

PLN - 26

#### **4) Zoning Bylaw Massing Controls: Modifications required for single family houses**

- a) Reduce overall building height.
  - b) Modify "double height" clause 4.3.1(c) to 12.1 feet. In-line with our neighbouring municipalities.
  - c) Introduce residential vertical envelope (lot width). % of lot width in combination with nominal values.
  - d) Introduce deeper rear yard set-back requirements. % of lot depth in combination with nominal values.
  - e) Introduce maximum "building depth" measure. Currently missing from Richmond's Bylaw and would help control building depth of new houses.
- These changes will not impact the livable floor area of the house.
  - These changes will provide relief to neighbouring properties, and respect the character of existing neighbourhoods.

#### **5) Strengthen Permit Drawing requirements**

- a) Require all the cross-section drawings necessary to enforce the By-Laws on site.
  - b) Provide sufficient details at all profile, plane, and elevation sections.
  - c) Ensure staff performing onsite inspections are enforcing the By-Law in the same way as planning staff are expecting
- Printing additional drawings is simple. Only a matter of a single key-stroke for today's computer-aided building design specialists.
  - Building permit checklist (Vancouver example)
  - Burnaby example

#### **6) Utilize Certified Professional representatives on the Advisory Design Panel**

- a) An independent body regulated by professional practice, competence, and conduct standards in the public interest.
- b) Provides impartial, professional advice directly on any proposal or policy affecting the community's physical environment.
- c) Ensure Zoning By-laws are in compliance with Richmond's 2041 OCP vision for protecting single family neighbourhoods.
- d) AIBC Bulletin 65: Advisory Design Panels – Standards for Procedures and Conduct provides examples of design criteria for review:
  - Neighbourhood Context
    - Effect on adjacent buildings and streets
    - Effect on quality of life issues such as privacy and safety
  - Building Design:
    - Building mass
    - Roof forms

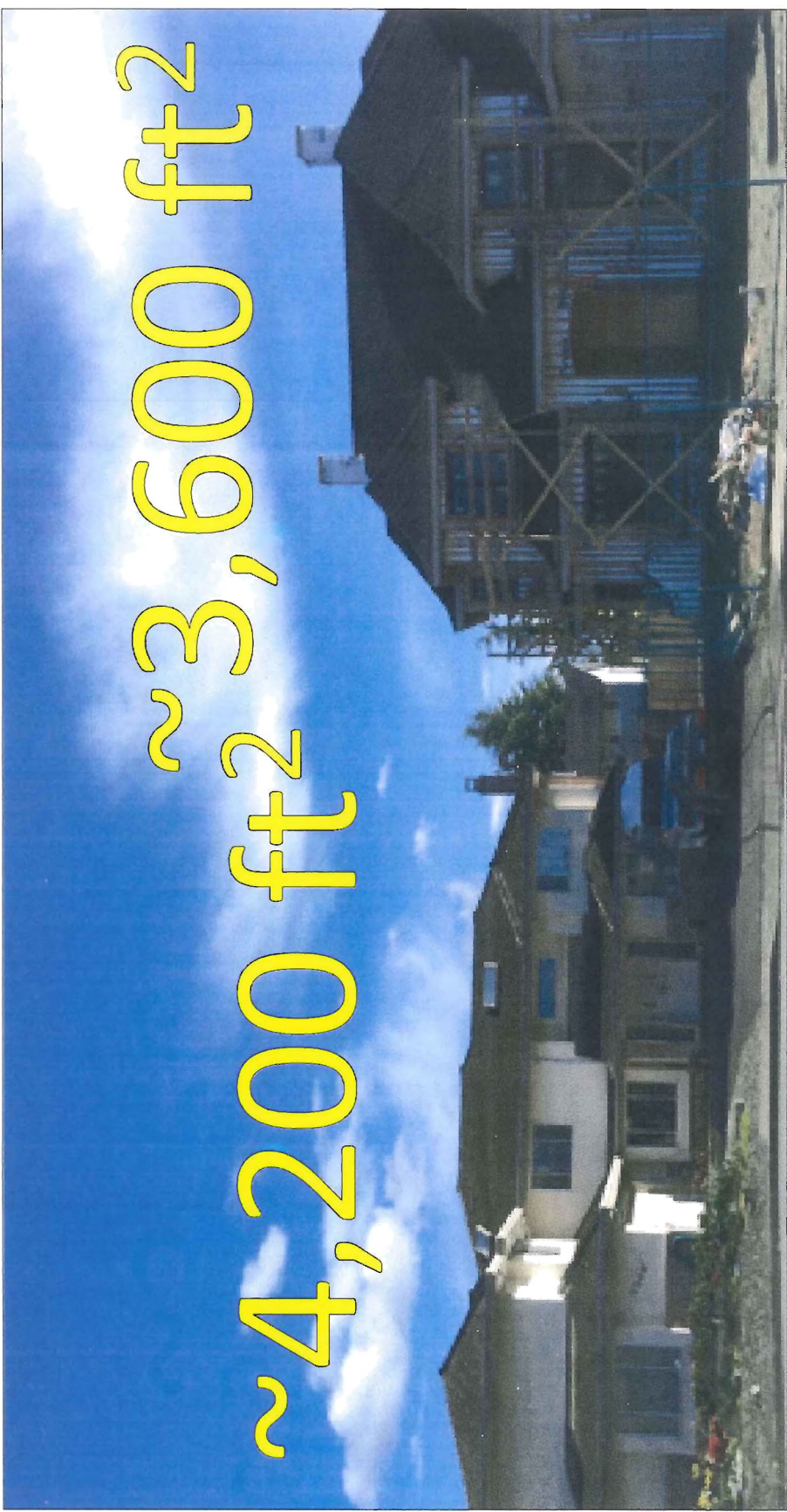
# **BUILDING HEIGHTS IN METRO VANCOUVER**

	Municipality	Max Overall Height to Roof Peak		Massing Control - Notes
		Metre	Feet	
1	Coquitlam	11.0	36.1	Steep slope sites require averaging of four corners of foundation to determine overall heights. 25 ft to midpoint of roof from the average elevation of lot
2	New Westminster	10.7	35.0	
3	Richmond	10.5	34.5	
4	Surrey			9m (29.5 ft) to midpoint
5	Port Coquitlam			Definition of building height is to the midpoint of the roof at 9 m (29.5 ft).
6	Vancouver			Definition of building height is to the mean elevation of the lowest part of the uppermost eave and the ridge at 9 m (29.5 ft)
7	Delta	9.5	31.2	Primary envelope formed by planes vertically extended 4.9 m in height which increase inward at an angle of 30 degrees to the horizontal.
8	North Vancouver	9.1	30.0	8m (26.25ft) to midpoint
9	Langley	9.0	29.5	Shall not exceed a height envelope of 4.57m (15 ft) which increases inward at an angle of 45 degrees to the horizontal.
10	Burnaby	9.0	29.5	
11	White Rock	7.7	25.3	Shall not exceed a height envelope of 6m (19.69 ft) which increase inward at an angle of 45 degrees to the horizontal.
12	West Vancouver			25 ft to midpoint of roof, measured from the lower of average of natural grade or average finished grade.

# **BUILDING HEIGHTS IN METRO VANCOUVER**

Municipality	Reference Bylaw
1 Coquitlam	Bylaw 1001 – RS-1 One-Family Residential
2 New Westminster	Bylaw 310 – RS-1 Single Detached Dwelling Districts
3 Richmond	Bylaw 8500 – Section 8 Residential Zones
4 Surrey	Bylaw 1200 – Single Family Residential Zone
5 Port Coquitlam	Bylaw 3630 - Residential Regulations
6 Vancouver	Bylaw 3575 – RS-1 District Schedule
7 Delta	Bylaw 6980 – RS1 Zone: Single Family Residential
8 North Vancouver	Bylaw 1995 – Residential Zone Regulations
9 Langley	Bylaw 2500 – Section 400 Residential Zones
10 Burnaby	Zoning bylaw – 101.6 R1 District
11 White Rock	Bylaw 2000 – 6.1 RS-1 One Unit Residential Zone
12 West Vancouver	Bylaw 4662 – Section 200 Single Family Dwelling Zones

## Massing of houses in Richmond



5300 Lapwing Crescent	5260 Lapwing Crescent
1990 Construction	2015 Construction

ENVIRONMENT

# Vancouver ranks lowest for solar energy policies

City is reviewing fees related to residential photo-electric systems

GERRY BELLETT

VANCOUVER SUN

Vancouver wants to be known as the world's greenest city but, according to the Society Promoting Environmental Conservation, it is failing to encourage residents to turn to solar power.

A study of 17 western Canadian cities and communities finds Vancouver — which has set lofty renewable-energy targets to reduce greenhouse gas emissions — has the worst ranking for solar energy policies, while Edmonton and Toronto score far better.

A breakdown of the total cost of installing a residential photo-electric system on the roof shows it would cost a Vancouver resident \$2,255 in fees and inspections, while the cost in Edmonton is only \$285 and in Toronto \$342.

Vancouver deputy city manager Sadhu Johnston said the city was reviewing the fee structure associated with solar power installations.

"I don't agree Vancouver is the least solar-friendly city. We were the first in Canada to mandate solar-ready buildings and put it in the building code," said Johnston.

"However, I agree we can do more to incentivize the installation of solar and a review of permit fees is underway."

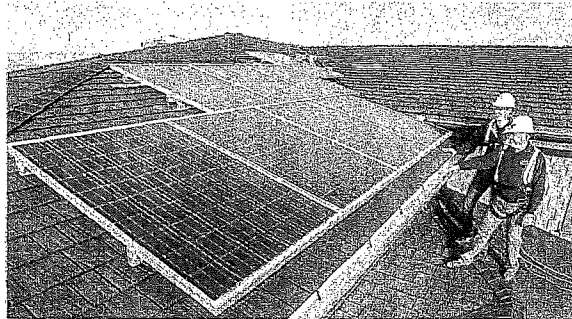
According to the study, Cawston, B.C., was found to be the cheapest, with residents paying only \$80 for an electrical permit.

The report says Vancouver charges \$600 for an electrical permit with \$60 being added for staff time. Then a \$225 building permit is needed, with \$120 in staff time added, then structural engineering costs of \$1,000, then a development permit, which could cost nothing or \$250.

Surrey was two places above Vancouver on the list with a total cost of \$1,860 in municipal fees.

"Vancouver's place at the bottom of the list is especially noteworthy given that the city has set target of moving to 100-per cent renewable energy," said the study.

"Prior to 2014 Vancouver would have ranked number 10 when the cost was only \$620 but new policies moved it further down the list," said the report.



RIC ERNST/PNG FILES

A study by the Society Promoting Environmental Conservation suggests fees Vancouver charges related to the installation of residential solar panels don't reflect the city's green ambitions.

## Western Canadian Solar Cities Ranking 2015

Cities ranked on the cost of municipal requirements for a 5 kW photovoltaic system (standard flush mount on a residential roof)

Rank	City	total
1	Cawston, BC	\$80
2	Keremeos, BC	\$144
3	Edmonton, AB	\$285
4	Toronto, ON	\$342
5	Calgary, AB	\$375
6	Regina, SK	\$450
7	Winnipeg, MN	\$560
8	Colwood, BC	\$602
9	Dawson Creek, BC	\$642
10	Van. (2005-'13)	\$620
11	Kelowna, BC	\$904
12	Osoyoos, BC	\$988
13	Penticton, BC	\$1,574
14	Ottawa, ON	\$1,620
15	Victoria, BC	\$1,642
16	Surrey, BC	\$1,860
17	Summerland, BC	\$2,113
18	Van. (current)	\$2,255

Johnston said it was misleading to compare fees in Vancouver with Toronto. He said Ontario is committed to reducing the reliance on coal-powered electricity plants and offers incentives to cities to encourage other forms of green energy, such as solar.

"Ninety-eight per cent of our electricity generation is carbon free because it comes from hydro. I'm not saying that as an excuse, but the issue is slightly more complicated than the study indicates."

SPEC member Robert Baxter admitted the study was

incomplete as researchers were unable to gather information on solar panel permitting fees from other major Canadian or B.C. cities.

"We did an online survey and we couldn't get information from some cities, for instance Montreal," said Baxter who works for Vancouver Renewable Energy, a company that installs solar panel systems.

He said Vancouver's high permit costs showed a disconnect between the city's green ambitions and how they can be achieved.

Baxter estimates there are about 25 residences in the city with solar panels on the roof.

The average system costs about \$20,000 and will produce 550 kilowatts of power, resulting in a savings of \$600 a year in electricity costs, he said.

Baxter said one of the reasons given by the city for requiring a structural engineering plan and a building permit was to ensure the solar panels were earthquake proof.

"They say they could be an earthquake danger, but other cities in earthquake zones such as Seattle and San Jose don't worry about it. All they ask for is an electrical permit," he said.

Johnston said the city has to ensure that solar panels would not be a danger from earthquakes or from being blown off the roof by wind, or endanger the roof by adding to the snow load.

"That's why we require a structural review," he said.

gbellett@vancouver.sun.com

PLN - 30



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** May 14, 2015  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2015-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9227 to Permit the City of Richmond to Secure Affordable Housing Units located at 8111 Granville Avenue/8080 Anderson Road (Storeys)**

### Staff Recommendation

That Housing Agreement Bylaw No. 9227 be introduced and given first, second, and third readings to permit the City to enter into a Housing Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit Application DP 12-605094.

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

Att. 2

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"/>	
Real Estate Services	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9227 (attached) to secure 129 affordable housing dwelling units in the proposed development (Storeys) located at 8111 Granville Avenue and 8080 Anderson Road (Attachment 1).

This report and bylaw are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of subsidized rental housing to meet the needs of low income households as a key housing priority for the City.

Integra Architecture has applied to the City of Richmond for a Development Permit on behalf of a Non-Profit Consortium consisting of six (6) non-profit societies, including: Atira Women's Resource Society, Coast Foundation Society (1974), S.U.C.C.E.S.S. (also known as United Chinese Community Enrichment Services Society), Tikva Housing Society, Turning Point Housing Society and the Pathways Clubhouse Society of Richmond. The submitted application was in response to a joint Expression of Interest issued in 2011 by the City of Richmond and BC Housing for affordable housing and community service space development on the City-owned site. Council has approved granting a long-term (60 year) lease of the site to the Non-Profit Consortium members.

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

The Development Permit was endorsed by the Development Permit Panel on February 26, 2014, subject to a Housing Agreement and Housing Covenant being registered on title to secure 129 affordable housing units with maximum rents and tenant income as established by the City's Affordable Housing Strategy for subsidized rental housing. The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9227) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following the adoption of the Bylaw and the registration of the ground lease, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### **Analysis**

The proposed Storeys development consists of 129 affordable housing dwelling units, approximately 2,090 m<sup>2</sup> (22,500 ft<sup>2</sup>) of community service space and three levels of parking. The community service component includes multi-purpose programmed space, community service space, non-profit society office space, and a social enterprise coffee shop. All dwelling units will incorporate Basic Universal Housing features. The community service and programmable tenant amenity spaces will be programmed to support healthy connections, as well as formal and informal community and tenant supports.



The subject development will deliver a total of 129 residential units as follows:

**Figure 1: Residential Units**

<b>Unit Type</b>	<b>Unit Totals</b>
Studio	85 units
1 Bedroom	32 units
2 Bedroom	4 units
3 Bedroom	8 units
<b>Total</b>	<b>129 units</b>

The development will also deliver 2,090 m<sup>2</sup> (22,500 ft<sup>2</sup>) of community service and programmable tenant amenity spaces as follows:

**Figure 2: Community Service and Tenant Amenity Spaces**

<b>Community Service and Programmable Spaces</b>	<b>General Description</b>
Level 1	Non-Profit offices, social enterprise coffee shop
Level 2	Resource centre, multi-purpose space, administration and reception area, and classrooms
Level 3 and 4	Pathways administration, multi-purpose room, and dining and kitchen area
Level 7	Coast administration, meeting room, dining and kitchen area

The Housing Agreement applies to the affordable housing dwelling units and restricts the annual household incomes for eligible occupants, as well as specifies that the units must be made available at subsidized rental rates in perpetuity. The eligible single household income is \$34,000 and less. The eligible family household income is \$55,500 or less. Permitted rents are determined on unit and household type and range from \$510 to \$1,375. Income thresholds and rents will be subject to annual Consumer Price Index adjustments and other restrictions. Rent rates are outlined in Schedule A of the Housing Agreement. The Agreement also specifies that occupants of the affordable dwelling units shall enjoy access to and use of on-site and outdoor amenity spaces.

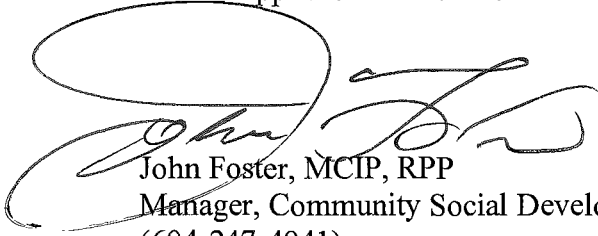
The Non-profit Consortium Members have all agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 129 dwelling units as affordable housing in perpetuity.

**Financial Impact**

None.

**Conclusion**

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 9227 is required to permit the City to enter into a Housing Agreement which together with the Housing Covenant, to be registered against the Non-Profit Consortium Members leasehold interest, will act to secure 129 affordable dwelling units that are proposed in association with Development Permit Application 12-605094.

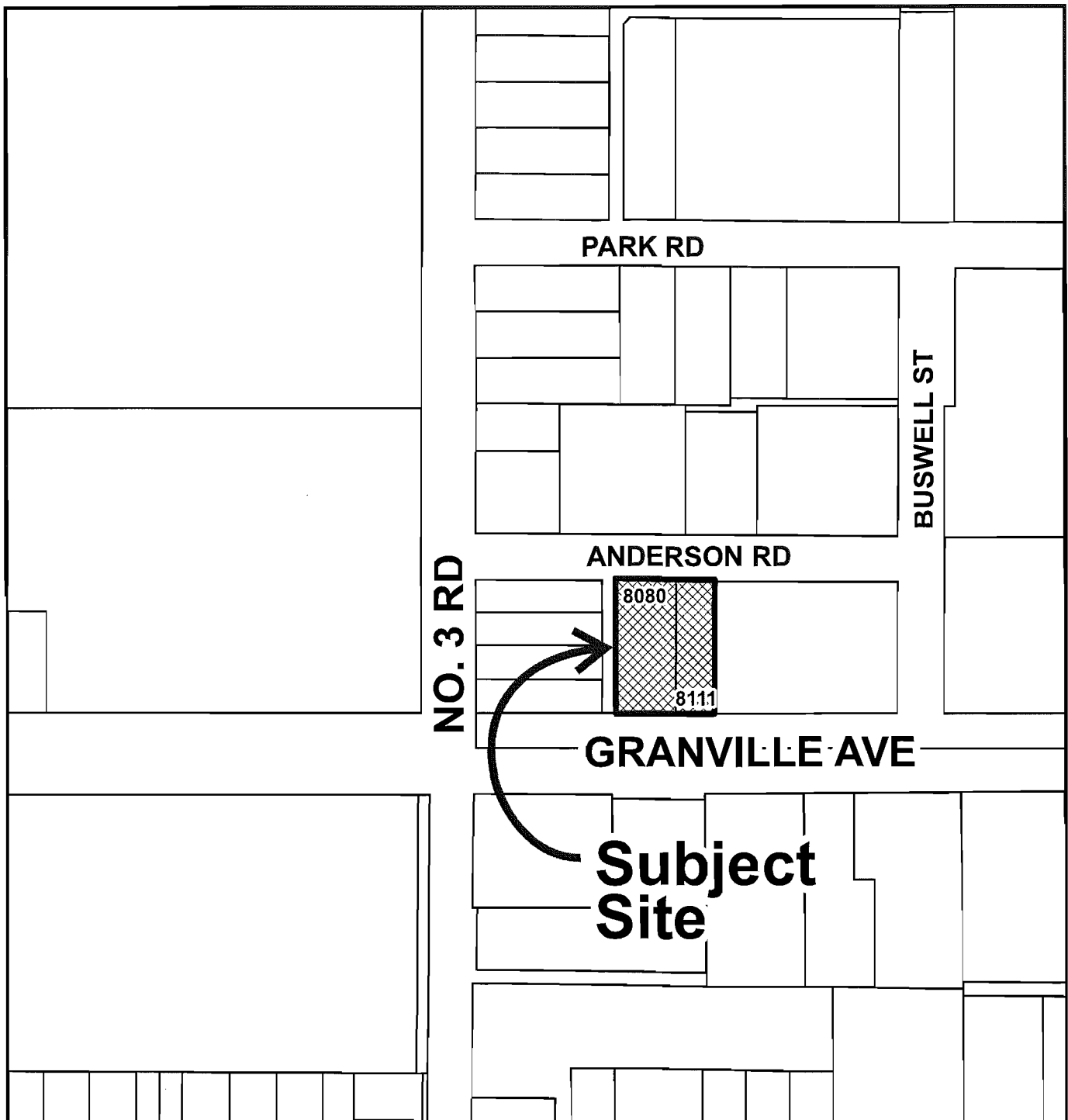
A handwritten signature in black ink, appearing to read 'John Foster', is written over a large, empty oval shape.

John Foster, MCIP, RPP  
Manager, Community Social Development  
(604-247-4941)

Att. 1: Map of Subject Property  
2: Housing Agreement to Bylaw No. 9227



City of  
Richmond



8111 Granville Avenue  
& 8080 Anderson Road

Original Date: 02/27/15

Revision Date 00/00/00:

Note: Dimensions are in METRES



**Housing Agreement (8111 Granville Avenue and 8080 Anderson Road)  
Bylaw No. 9227**

The Council of the City of Richmond enacts as follows:

1. The Mayor and Corporate Officer for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out in Schedule A to this Bylaw, with Turning Point Housing Society on behalf of a non-profit consortium consisting of:
  - (a) Atira Women's Resource Society;
  - (b) Coast Foundation Society (1974);
  - (c) S.U.C.C.E.S.S. (Also known as United Chinese Community Enrichment Services Society);
  - (d) Tikva Housing Society;
  - (e) Turning Point Housing Society; and
  - (f) Pathways Clubhouse Society of Richmond

in respect to lands and premises legally described as:

PID: 000-562-203      Lot 2, Block 5, Section 9, Block 4 North Range 6 West New  
Westminster District Plan 6498

PID: 001-973-355      Lot 1, Block 5, Section 9, Block 4 North Range 6 West New  
Westminster District Plan 6498

2. This Bylaw is cited as "**Housing Agreement (8111 Granville Avenue And 8080 Anderson Road) Bylaw No. 9227**".

FIRST READING

SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

\_\_\_\_\_  
MAYOR

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



Schedule A to Bylaw No. 9227

To Housing Agreement (8111 Granville Avenue and 8080 Anderson Road) Bylaw No. 9227

HOUSING AGREEMENT BETWEEN the City of Richmond and Turning Point Housing Society on behalf of a Non-Profit Consortium consisting of: Atira Women's Resource Society, Coast Foundation Society (1974), S.U.C.C.E.S.S. (Also known as United Chinese Community Enrichment Services Society), Tikva Housing Society, Turning Point Housing Society, and Pathways Clubhouse Society of Richmond.

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

**THIS AGREEMENT** is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**TURNING POINT HOUSING SOCIETY**, a society pursuant to the laws of the Province of British Columbia (Inc. No. S-0059143) having an office at 10411 Odlin Road, Richmond, BC V6X 1E3

("the Operator" 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 and management of housing units and rent which may be charged for housing units;
- B. The City is the registered owner of the Lands (as hereinafter defined) and the City has pursuant to the Ground Lease (as hereinafter defined) granted the Operator a leasehold interest in the Lands;
- C. Following construction of mixed residential/non-residential building on the Lands, the Operator will deposit a leasehold strata plan with respect to the Lands in the LTO (as hereinafter defined), and the Ground Lease will be converted into individual Strata Lot Leases (as hereinafter defined), pursuant to which each member of the Consortium will be the tenant of a Strata Lot or Strata Lots (hereinafter defined); and
- D. The Operator and the City wish to enter into this Agreement (as hereinafter 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 Operator 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 Richmond Affordable Housing Strategy dated May 9, 2007, and approved by the Richmond 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 residential dwelling unit or units located or to be located on the Lands and designated as such in accordance with a building permit and/or development permit issued by the City, whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof;
- (c) **“Agreement”** means this agreement as it may be amended or modified from time to time together with all schedules, appendices and attachments attached hereto;
- (d) **“Business Day”** means any day except Saturday, Sunday or any “holiday” as defined under the *Interpretation Act*;
- (e) **“City”** means the City of Richmond when referring to the corporate entity;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Department of the City, or his or her designate;
- (g) **“Commission”** means the British Columbia Housing Management Commission or its successors in function;
- (h) **“Consortium”** means collectively:
  - (i) Atira Women’s Resource Society;
  - (ii) S.U.C.C.E.S.S. (Also Known as United Chinese Community Enrichment Services Society);
  - (iii) Coast Foundation Society (1974);
  - (iv) Tikva Housing Society;
  - (v) Pathways Clubhouse Society of Richmond; and
  - (vi) the Operator;

and their permitted assigns pursuant to the terms of the Strata Lot Leases, each being a member of the Consortium, but does not include any person after such person has sold, assigned or transferred all of its leasehold interest in the Lands in accordance with the applicable Strata Lot Lease and this Agreement;

- (i) **“Co-owner’s Agreement”** means the co-owner’s agreement, as may be amended from time to time, among the members of the Consortium, the City and the Strata Corporation;
- (j) **“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;
- (k) **“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 Operator by the City pursuant to section 6.1 of this Agreement. In the absence of any obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (l) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Department Applications Department of the City and his or her designate;
- (m) **“Eligible Individual”** means an individual with an annual income of \$34,000 or less, provided that, commencing January 1, 2015 and each year thereafter, such annual income shall be adjusted, plus or minus, in accordance with any change in CPI since January 1, 2014. In the absence of obvious error or mistake, any calculation by the City of an Eligible Individual’s permitted income in any particular year shall be final and conclusive;
- (n) **“Eligible Family”** means a Family with an aggregate household annual income of \$55,500 or less, provided that, commencing January 1, 2015 and each year thereafter, such annual income shall be adjusted, plus or minus, in accordance with any change in CPI since January 1, 2014. In the absence of obvious error or mistake, any calculation by the City of an Eligible Family’s permitted income in any particular year shall be final and conclusive;
- (o) **“Eligible Occupant”** means an Eligible Individual or an Eligible Family;
- (p) **“Excess Charges”** means, to the extent applicable, any fees or charges of any nature whatsoever that are or may be charged in respect of the tenancy of an Affordable Housing Unit that are not Permitted Rents, and includes without limitation insurance costs and user fees but does not include any hydro, internet or cable billed directly to an Eligible Occupant by a service provider or any premiums or deductibles of any contents insurance maintained by an Eligible Occupant;



- (q) **“Family”** means a household that contains as least one census family, that is, a married couple with or without children, or a couple living common-law with or without children, or a lone parent or guardian living with one or more children;
- (r) **“Ground Lease”** means the lease dated \_\_\_\_\_ entered into among the City, the Operator, the Commission and the Provincial Rental Housing Corporation pursuant to which the Operator leases the Lands from the City, as may be amended from time to time;
- (s) **“Guidelines”** means the City’s guidelines for subsidized rental housing in effect from time to time;
- (t) **“Housing Covenant”** means the agreements, covenants and charges in respect to the Affordable Housing Units granted by the Operator to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) registered or to be registered against the Operator’s leasehold interest in to the Lands, as it may be amended or replaced from time to time;
- (u) **“Indemnified Parties”** means the City and its elected officials, officers, directors, employees, agents, contractors, subcontractors, permittees and invitees and their heirs, executors, administrators, personal representatives, successors and assigns and each of the City’s subsidiary, affiliated or associated corporations and all others for whose conduct the City is responsible in law;
- (v) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (w) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (x) **“Lands”** means the lands and premises located at 8111 Granville Avenue and 8080 Anderson Road, Richmond, BC and legally described as PID 001-973-355 Lot 1, Block 5, Section 9, Block 4 North, Range 6 West, New Westminster District, Plan 6498 and PID 000-562-203 Lot 2, Block 5, Section 9, Block 4 North, Range 6 West, New Westminster District, Plan 6498, as the same may be Subdivided;
- (y) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (z) **“LTO”** means the New Westminster Land Title Office or its successor;
- (aa) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;

- (bb) **“Operating Agreements”** means the Community Partnership Initiative Operating Agreements, the terms of which shall be co-terminus with the term of the Ground Lease, entered into between the Commission and each member of the Consortium, which provide, among other things, for the Commission to provide assistance to the Operator in relation to the Operator’s cost of acquiring, developing or operating the Lands with no ongoing subsidies, as may be amended from time to time;
- (cc) **“Operations Management Plan”** means all policies, procedures and manuals adopted and used by the Operator or by a member of the Consortium, as appropriate depending on the Affordable Housing Unit, for the operation and management of the Affordable Housing Units, including without limitation, resident eligibility criteria and waiting lists, application procedures and guidelines, tenancy agreements and addenda, tenant regulations and manuals and tenant’s insurance requirements for each member of the Consortium;
- (dd) **“Operator”** means the party described on page 1 of this Agreement as the Operator and any subsequent leasehold tenant of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a leasehold tenant of an Affordable Housing Unit from time to time, but excludes a Tenant;
- (ee) **“Permitted Rents”** means the rents set out for each member of the Consortium in Appendix A hereto, provided that the rents set out in Appendix A may be increased once per year in accordance with any positive change in CPI between the date on which a final building permit granting occupancy is issued for all of the residential Strata Lots on the Lands and the month in which the rent is being increased, but provided always that:
  - (i) 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*;
  - (ii) the highest Permitted Rents for each of the studio and one bedroom Affordable Housing Units on the Lands for each member of the Consortium, plus the amount of the Excess Charges, if any, charged in respect of such unit shall not exceed the amount established from time to time in the City’s Affordable Housing Strategy as the maximum rent for affordable studio low end of market rental housing, being on the reference date of this Agreement \$850 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time);
  - (iii) the highest Permitted Rents for each of the two bedroom and three bedroom Affordable Housing Units on the Lands for each member of the Consortium, plus the amount of the Excess Charges, if any, charged in respect of such unit shall not exceed \$75 per month less than the amount established from time to time in the City’s Affordable Housing Strategy as

the maximum rent for affordable three bedroom low end of market rental housing, being on the reference date of this Agreement \$1,437 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time); and

- (iv) the rents may be further increased with the approval of the City to cover unexpected increases in operating, maintenance and servicing costs.

In the absence of obvious error or mistake, any calculation by the City of the Permitted Rents in any particular year shall be final and conclusive;

- (ff) **“Related Agreements”** means the Housing Covenant, the Ground Lease, the Strata Lot Leases, the Operating Agreements, the Co-owner’s Agreement and the Operations Management Plan, as such agreements may be amended from time to time, together with any other agreements that may be entered into between the City and any member of the Consortium with respect to the Lands or the affordable housing project located thereon;
- (gg) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (hh) **“Strata Corporation”** means the corporation created by the provisions of the *Strata Property Act* upon the deposit in the LTO of the leasehold strata plan pertaining to the Lands;
- (ii) **“Strata Lot”** means a strata lot, whether residential or non-residential, created by the deposit in the LTO of the leasehold strata plan pertaining to the Lands;
- (jj) **“Strata Lot Leases”** means the leases for the various Strata Lots among the City, as landlord, the Operator, as tenant, the Commission and the Provincial Rental Housing Corporation arising from the conversion of the Ground Lease pursuant to Section 203(1) of the *Strata Property Act* upon deposit in the LTO of the leasehold strata plan pertaining to the Lands, as assigned and assumed by the other members of the Consortium and the Strata Corporation, as may be amended from time to time;
- (kk) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, Ch. 43, and amendments thereto, including without limitation, the *Strata Property Amendment Act*, S.B.C. 1999, Ch. 21, together with all regulations passed from time to time pursuant thereto, or, any successor legislation in effect from time to time;
- (ll) **“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, including without limitation subdivision of the Lands by way of a leasehold strata plan under Part 12 of the *Strata Property Act*;

- (mm) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (nn) **“Tenant”** means an Eligible Occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (oo) **“Zoning Bylaw”** means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) except as otherwise expressly set out, where any provision in this Agreement provides for any approval, consent, or agreement of any party to this Agreement, with respect to any matter:
  - (i) it must be obtained prior to any action being taken thereon;
  - (ii) it must be requested and responded to in writing; and
  - (iii) it must not be unreasonably delayed or withheld, except if this Agreement otherwise expressly stipulates or if the City is acting in its capacity as regulator in which case the discretion, rights, duties and powers of the City or the Council of the City under any enactment or at common law cannot be fettered or limited in any way;
- (b) if the singular, masculine, or neuter is used, the same will be deemed to include reference to the plural, feminine, or body corporate according to the context in which it is used. The words "herein", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular part, section or subsection hereof;
- (c) the division into articles and the insertion of headings are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any provision. In all cases, the language in this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any party. 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 will be of the essence. If any party expressly or impliedly waives the requirement that time will be of the essence, that party may re-instate that requirement by delivering notice to any other party who is affected. If a time is specified in this Agreement for observing or performing any obligation, such time will be the then local Vancouver, British Columbia time;
  - (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 Occupant, 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) the word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- 1.3 The obligations of the Operator to the City in this Agreement are in addition to and not in substitution of the obligations of the Operator to the City set out in the Related Agreements. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Related Agreements, the terms and conditions of this Agreement shall, so far as is necessary to resolve such conflict, prevail.

## ARTICLE 2

### USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Operator agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Occupant. An Affordable Housing Unit must not be occupied by the Operator, the directors or family members of the directors of the Operator or other members of the Consortium (unless such directors or family members qualify as Eligible Occupants), or any tenant or guest of the Operator, other than an Eligible Occupant. For the purpose of this Article, “permanent residence”, means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Occupant.
- 2.2 Within 30 days after receiving notice from the City, the Operator 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 B, sworn by the Operator, containing all of the

information required to complete the statutory declaration. The City may request such statutory declaration in respect of each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Operator may have already provided such statutory declaration in the particular calendar year, the City may request and the Operator shall provide to the City such further statutory declarations as requested by the City in respect of an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Operator is in breach of any of its obligations under this Agreement.

- 2.3 The City acknowledges having approved the Operations Management Plan, and the Operator agrees that it, and each member of the Consortium, will not amend or revise the Operations Management Plan without the approval of the City.
- 2.4 The Operator hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Operator is complying with this Agreement.

### **ARTICLE 3**

#### **MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Operator will operate and manage each Affordable Housing Unit and the Strata Lots in accordance with the Affordable Housing Strategy, Guidelines and Related Agreements, unless otherwise agreed to by the Operator, the Director of Development and the Manager, Community Social Development.
- 3.2 The Operator will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the Affordable Housing Unit in good order and condition, excepting reasonable wear and tear.
- 3.3 The Operator will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.4 Upon the creation of the Strata Corporation, each member of the Consortium will deliver to the City, and will cause the Strata Corporation to deliver to the City, at the City's election, either:
  - (a) an assumption agreement which will be binding and enforceable by the City against the Strata Corporation and that member of the Consortium whereby the Strata Corporation and that member of the Consortium will agree to assume and be bound by the Operator's obligations under this Agreement with respect to the Strata Lot(s) in which that Consortium member has a leasehold interest; or
  - (b) a new housing agreement pursuant to section 905 of the *Local Government Act* with respect to the Strata Lot(s) in which that Consortium member has a leasehold interest, in the same form as this Agreement except with respect to the description of the Lands or as otherwise agreed by the parties;

together with a priority agreement from all prior charge holders granting this Agreement as assumed or the new housing agreement, as applicable, priority over such charges and any other agreements or documents as may be reasonably required by the City, all in a form prepared or approved by the City. If the City elects to require new housing agreements from each member of the Consortium pursuant to Section 3.4(b), upon final registration in the LTO of new housing agreements for every Strata Lot, all priority agreements required by the City and any other documents as may be reasonably required by the City, the City will, at the request of the Consortium members, execute a discharge of this Agreement in registrable form for submission to the LTO. The costs of preparing and registering such discharge will be borne solely by the members of the Consortium.

3.5 The Operator must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Occupant 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 Rents applicable to that size of Affordable Housing Unit;
- (c) the Operator will allow the Tenant and any other permitted occupant of an Affordable Housing Unit to have full access to and unlimited use and enjoyment of all common property, the limited common property designated for the use of the Strata Lot of which that Affordable Housing Unit is a part, or other common areas, facilities or amenities of the Strata Corporation, including without limitation parking facilities, all in accordance with the Zoning Bylaw and the bylaws and regulations of the Strata Corporation, provided that such bylaws and regulations of the Strata Corporation do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities;
- (d) the Operator will not require the Tenant or any other permitted occupant of an Affordable Housing Unit 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 of the Strata Corporation, including without limitation parking facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Operator may charge the Tenant the Operator's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Operator will make available at its main business office in the Lower Mainland a copy of this Agreement for review by the Tenant during normal business hours;

- (f) the Operator will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Operator will include in the Tenancy Agreement a clause entitling the Operator to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Occupant;
  - (ii) the annual income of an Eligible Occupant rises above the applicable maximum amount specified in section 1.1(m) or section 1.1(n) 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 60 days 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 Operator hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(m) or section 1.1(n), as applicable, 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 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Operator provided the notice of termination to the Tenant. The Operator acknowledges and agrees that no compensation is payable, and the Operator is not entitled to and will not claim any compensation from the City, for any payments that the Operator may be required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

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



- 3.6 If the Operator has terminated the Tenancy Agreement, then the Operator 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 AND REPLACEMENT OF AFFORDABLE HOUSING UNIT**

- 4.1 The Operator will not demolish an Affordable Housing Unit other than in accordance with the provisions of the Ground Lease and the Strata Lot Leases, as applicable. The Operator will use and occupy any replacement residential Strata Lot in compliance with this Agreement and the Related Agreements and all such agreements will apply to any replacement residential Strata Lot to the same extent and in the same manner as those agreements apply to the original Strata Lot, and the residential Strata Lot must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

#### **ARTICLE 5**

#### **STRATA CORPORATION BYLAWS**

- 5.1 Any bylaw of the Strata Corporation which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.2 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.3 The Strata Corporation shall not pass any bylaw or approve any levies which would result in only the Operator or the Tenant or any other permitted occupant of an Affordable Housing Unit 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, including without limitation any charges or fees for the use of the parking facilities, notwithstanding that the Strata Corporation may levy such charges or fees on the non-residential Strata Lots or their occupants or visitors.
- 5.4 The Strata Corporation shall not pass any bylaw or make any rule which would restrict the Operator or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, the limited common property designated for the use of the Strata Lot of which that Affordable Housing Unit is a part or other common areas, facilities or amenities of the Strata Corporation, including without limitation the parking facilities, 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 the Affordable Housing Units.
- 5.5 Notwithstanding Sections 5.3 and 5.4, the Strata Corporation may pass bylaws and approve levies which result in the leasehold owners or other permitted occupants of the non-residential Strata Lots paying charges or fees for the use of the common property, limited common property or other common areas, facilities or amenities of the Strata Corporation,

including without limitation the parking facilities, that are not also paid by the Operator, the Tenant or any other occupant of an Affordable Housing Unit. The Strata Corporation may also pass bylaws or make rules that restrict the leasehold owners or other permitted occupants of the non-residential Strata Lots from using or enjoying any common property, limited common property or other common areas, facilities or amenities of the Strata Corporation that are specific to or designated for the Affordable Housing Units.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Operator agrees that, in addition to any other remedies available to the City under this Agreement, the Related Agreements 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 Rents or the Operator is otherwise in breach of any of its obligations under this Agreement, the Operator will pay the Daily Amount to the City for every day that the breach continues after thirty (30) days written notice from the City to the Operator stating the particulars of the breach. For greater certainty, the Operator will not be required to pay the Daily Amount to the City with respect to any breach of this Agreement until any applicable cure period set out in this Agreement has expired. The Daily Amount is due and payable thirty (30) business days following receipt by the Operator of an invoice from the City for the same, and such invoice will be given and deemed received in accordance with Section 8.10 [*Notice*] of this Agreement.
- 6.2 The Operator and the Strata Corporation each acknowledge and agree that a default by the Operator or the Strata Corporation of any of its promises, covenants, representations or warranties set-out in any of the Related Agreements shall also constitute a default under this Agreement, but that the Operator will not be required to pay the Daily Amount pursuant to Section 6.1 for breach of one or more of the Related Agreements.

## **ARTICLE 7 DISPUTE RESOLUTION**

- 7.1 Any dispute between the parties in connection with this Agreement may be submitted to arbitration and such arbitration will be in accordance with the procedure set out in this 7.1 and the provisions of the *Arbitration Act* of British Columbia as may be amended or replaced from time to time:
- (a) all arbitration proceedings conducted pursuant to this Agreement will be conducted in Richmond, British Columbia;
  - (b) any arbitration award will be in writing and will contain the reasons for the award as well as a decision regarding payment of costs by the parties to the arbitration;
  - (c) within 15 days from the date on which one party notifies the other, or others as the case may be, of an intention to arbitrate the dispute, the matter will be referred to a single arbitrator with expertise in the matter being arbitrated;

- (d) if the parties to the dispute cannot agree upon a single arbitrator within the 15 days from the date on which one party notifies the other, or others as the case may be, of an intention to arbitrate the dispute, then any party to the dispute may apply to the Supreme Court of British Columbia to have it select an arbitrator;
  - (e) the arbitrator appointed by the parties to the dispute, or the Court, as the case may be, will hand down a decision within 30 days after that arbitrator is appointed;
  - (f) if that arbitrator does not hand down a decision within that 30 day period, then any party to the dispute may, by giving notice to the other, cancel the appointment of the arbitrator, and initiate new arbitration proceedings by a new request and appointment; and
  - (g) each party will bear its own expense of preparing and presenting its case to the arbitrator, irrespective of whether any such expense was incurred or contracted for prior to the commencement of the arbitration process, including the expenses of appraisals, witnesses and legal representation. The fees of the arbitrator will be paid as determined by the arbitrator.
- 7.2 The arbitrator will not have the power to grant provisional or conservatory measures including injunctions, restraining orders and specific performance, and each party reserves its rights to apply for such remedies to any ordinary court of competent jurisdiction, in which case such party may apply directly to such court without complying with Article 7.
- 7.3 The arbitration conducted pursuant to this Agreement will not, unless otherwise agreed by the parties, be binding on the parties thereto, and notwithstanding Article 7, at any time before, during or after the conclusion of the arbitration any party to the dispute may elect to have the dispute submitted to a court of competent jurisdiction.

## **ARTICLE 8 MISCELLANEOUS**

### **8.1 Housing Agreement**

The Operator acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate Strata Lot or part of a separate Strata Lot, the City may file notice of this Agreement in the LTO against the Operator's leasehold interest in the Strata Lot and may note this Agreement on the index of the common property of the Strata Corporation stored in the LTO as well;

- (c) where the Lands have not yet been Subdivided to create the separate legal parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the Operator's leasehold interest in the Lands. 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 Strata Lots which contain the Affordable Housing Units, and the City Solicitor shall without further City Council approval, authorization or bylaw, at the request and expense of the Operator, partially discharge this Agreement accordingly. The Operator acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity and, but for the partial discharge, otherwise unamended. Further, the Operator acknowledges and agrees that this Agreement shall remain noted on the Strata Corporation's common property sheet in perpetuity in addition to against the leasehold interest in those residential Strata Lots created upon the Subdivision of the Lands;
- (d) this Agreement secures 129 Affordable Housing Units comprising 85 studio units, 32 one bedroom units, 4 two bedroom units and 8 three bedroom units together with non-residential spaces to complement the social programing and use of the Affordable Housing Units; and
- (e) subject to the terms and conditions of this Agreement, this Agreement shall apply in perpetuity.

## 8.2 Modification

Subject to section 8.1 of this Agreement, this Agreement may not be modified or amended except by a bylaw duly passed by the Council of the City and an instrument in writing of equal formality herewith executed by all of the parties hereto or by their successors or permitted assigns. This Agreement will not be modified or amended so as to conflict with the Operating Agreements without the consent of the Commission.

## 8.3 Management

The Operator covenants and agrees that it will, at its cost, furnish good and efficient management of the Affordable Housing Units in accordance with the terms of the Related Agreements. Notwithstanding the foregoing, the Operator acknowledges and agrees that the City, in its absolute discretion, may require the Operator, at the Operator's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

## 8.4 Indemnity

Unless resulting from the negligence or willful acts of the City or its elected officials, officers, directors, employees, agents or contractors, the Operator shall indemnify and save harmless the Indemnified Parties from and against all losses, judgments, builder's liens, damages, costs (including, without limitation, legal costs and defence costs on a solicitor and own client basis), expenses, liabilities, actions, proceedings, suits, debts,

accounts, claims and demands, including any and all claims of third parties, which the Indemnified Parties may suffer or incur or be put to, arising out of or in connection with:

- (a) this Agreement;
- (b) the License Agreement dated for reference November 1, 2013 between the City and Turning Point Housing Society;
- (c) the occupation and use of the Lands, including the Affordable Housing Units, by the Operator or any officers, directors, employees, agents, contractors, subcontractors, permittees or invitees of the Operator, any Eligible Occupant or any other person; including any injury or death to any person, or damage to or loss of any property owned by any person, occurring in or on lands adjacent to the Lands relating to or arising from such occupation and use of the Lands;
- (d) injury or death to any person or damage to or loss of any property owned by any person occurring in or about the Lands, including the Affordable Housing Units, or relating to or arising from the occupation or use of the Lands (including claims under the *Occupier's Liability Act*) by the Operator or any of its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees or any of their machinery, tools, equipment and vehicles;
- (e) any breach of this Agreement on the part of the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees;
- (f) the Indemnified Parties:
  - (i) reviewing, accepting or approving any documents submitted to the City hereunder;
  - (ii) withholding any permission or any building permits, development permits, occupancy permits, or subdivision approvals in relation to the Lands;
  - (iii) performing any work in accordance with the terms of this Agreement or requiring the Operator to perform any work pursuant to this Agreement;
  - (iv) exercising discretion for any matter relating to this Agreement;
  - (v) exercising any rights under this Agreement or an enactment;
- (g) any act done or neglect caused by the Operator or its respective officers, directors, employees, agents, contractors, subcontractors, permittees or invitees during the term of this Agreement in relation to anything occurring on the Lands, or on or in the improvements thereon, or in regard to any machinery, equipment or other property of any nature whatsoever thereon or therein; and/or

- (h) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Units or the enforcement of any Tenancy Agreement.

This indemnity is an integral part of this Agreement.

## 8.5 Release

Unless resulting from the negligence or willful acts of the City or its elected officials, officers, directors, employees, agents or contractors, the Operator hereby releases and forever discharges the Indemnified Parties from any and all losses, judgments, builder's liens, damages, costs (including, without limitation, legal costs and defence costs on a solicitor and own client basis), expenses, liabilities, actions, proceedings, suits, debts, accounts, claims and demands, including any and all claims of third parties, which the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees may have against the Indemnified Parties arising out of or in connection with:

- (a) this Agreement;
- (b) the License Agreement dated for reference November 1, 2013 between the City and Turning Point Housing Society;
- (c) the occupation and use of the Lands, including the Affordable Housing Units, by the Operator or any officers, directors, employees, agents, contractors, subcontractors, permittees or invitees of the Operator, any Eligible Occupant or any other person; including any injury or death to any person, or damage to or loss of any property owned by any person, occurring in or on lands adjacent to the Lands relating to or arising from such occupation and use of the Lands;
- (d) injury or death to any person or damage to or loss of any property owned by any person occurring in or about the Lands, including the Affordable Housing Units, or relating to or arising from the occupation or use of the Lands (including claims under the *Occupier's Liability Act*) by the Operator or any of its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees or any of their machinery, tools, equipment and vehicles;
- (e) any breach of this Agreement on the part of the Operator or its officers, directors, employees, agents, contractors, subcontractors, permittees or invitees;
- (f) the Indemnified Parties:
  - (i) reviewing, accepting or approving any documents submitted to the City hereunder;
  - (ii) withholding any permission or any building permits, development permits, occupancy permits, or subdivision approvals in relation to the Lands;

- (iii) performing any work in accordance with the terms of this Agreement or requiring the Operator to perform any work pursuant to this Agreement;
- (iv) exercising discretion for any matter relating to this Agreement;
- (v) exercising any rights under this Agreement or an enactment;
- (g) any act done or neglect caused by the Operator or its respective officers, directors, employees, agents, contractors, subcontractors, permittees or invitees during the term of this Agreement in relation to anything occurring on the Lands, or on or in the improvements thereon, or in regard to any machinery, equipment or other property of any nature whatsoever thereon or therein; and/or
- (h) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Units or the enforcement of any Tenancy Agreement.

#### 8.6 **Survival**

The obligations of the Operator set out in this Agreement will survive the termination or discharge of this Agreement, including without limitation the obligation of the Operator to indemnify, save harmless and release the Indemnified Parties under the provisions of this Agreement which will apply and continue notwithstanding the termination of this Agreement or breach of this Agreement by the City, anything in this Agreement to the contrary notwithstanding.

#### 8.7 **Priority**

The Operator will do everything necessary, at the Operator's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against the Operator's leasehold interest in 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.

#### 8.8 **City's Powers Unaffected**

This Agreement does not:

- (a) affect, fetter or limit the discretion, rights, duties or powers of the City or the Council 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 Operator from complying with any enactment, including in relation to the use or subdivision of the Lands.

#### 8.9 Agreement for Benefit of City Only

The Operator 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 Operator, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building thereon or any portion thereof, including any Affordable Housing Unit; and
- (c) the City shall have no liability to any person for the release or discharge of this Agreement.

#### 8.10 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 Operator 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.

#### 8.11 Notice

All notices, demands or requests of any kind which a party may be required or permitted to serve on another party in connection with this Agreement, must be given in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed by prepaid registered mail or by fax or sent by e-mail to the applicable address as follows:

- (a) to the City:

City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: City Clerk  
Fax: (604) 276-5139

with a copy to the Manager, Community Social Development:

City of Richmond



6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: Manager, Community Social Development  
Fax: (604) 276-4132

and the City Solicitor

City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1  
Attention: City Solicitor  
Fax: (604) 276-5139

- (b) to the Operator, to the address as set out on the leasehold interest for the Lands:

Turning Point Housing Society  
10411 Odlin Road, Richmond, BC V6X 1E3  
Attention: Executive Director  
Fax: (604) \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to James B. Myers Law Corporation:

619 - 610 Granville Street, Vancouver, BC V6C 3T3  
Attention: James B. Myers  
Fax No: 604-682-2348  
Email: jbmyers@telus.cet

or to any other address, fax number or individual that the party designates. Any party may, from time to time, give notice to the other party of any change of address, fax number or e-mail address.

Any notice, demand or request which is validly:

- (c) delivered on a Business Day will be deemed to have been given on that Business Day;
- (d) delivered on a day that is not a Business Day will be deemed to have been given on the next Business Day;
- (e) sent by prepaid registered mail will be deemed to have been given on the third Business Day after the date of mailing, except in the case of postal disruption;
- (f) sent by e-mail will be deemed to have been given only upon confirmation of receipt by the recipient; and

- (g) transmitted by fax on a Business Day:
  - (i) and for which the sending party has received confirmation of transmission before 3:00 p.m. (local time at the place of receipt) on that Business Day, will be deemed to have been given on that Business Day,
  - (ii) and for which the sending party has received confirmation of transmission after 3:00 p.m. (local time at the place of receipt) on that Business Day, will be deemed to have been given on the next Business Day, and
  - (iii) transmitted by fax on a day that is not a Business Day, will be deemed to have been given on the next Business Day.

If a notice, demand or request has been validly sent by prepaid registered mail and before the third Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the notice, demand or request cannot reasonably be expected to be delivered within three Business Days after the mailing, the notice, demand or request will be deemed to have been given when it is actually received.

#### 8.12 **Enuring Effect**

Except as otherwise herein expressly set out, the provisions of this Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

#### 8.13 **Severability**

If any provision contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein and such other provisions will be enforceable to the fullest extent permitted by law.

#### 8.14 **Waiver**

No consent or waiver, expressed or implied, by a party of any default by another party in observing or performing its obligations under this Agreement will be deemed or construed to be a consent or waiver of any other default. Failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement or at law or at equity.

#### 8.15 **Further Assurance**

Upon request by the City the Operator 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.

#### 8.16 **Covenant Runs with the Lands**

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

#### 8.17 **Limitation on Operator's Obligations**

The Operator is only liable for breaches of this Agreement that occur while the Operator is the registered owner of a leasehold interest in the Lands provided however that notwithstanding that the Operator is no longer the registered owner of a leasehold interest in the Lands, the Operator will remain liable for breaches of this Agreement that occurred while the Operator was the registered owner of a leasehold interest in the Lands. Notwithstanding the foregoing, if Turning Point Housing Society assigns this Agreement to the other members of the Consortium pursuant to Section 3.4(a), Turning Point Housing Society will be released of liability for breaches of this Agreement that pertain to Strata Lots in which other members of the Consortium have assumed a leasehold interest and that occur after such assignment, and Turning Point Housing Society's liability for breaches that occur after such assignments will be limited to breaches relating to Strata Lot(s) in which Turning Point Housing Society continues to maintain a leasehold interest.

#### 8.18 **Equitable Remedies**

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement.

#### 8.19 **No Joint Venture**

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

#### 8.20 **Applicable Law**

This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

#### 8.21 **Deed and Contract**

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

**8.22 Joint and Several**

If two or more individuals, corporations, partnerships, societies or other business associations comprise the Operator, then the liability of each individual, corporation, partnership, society or other business association to perform all obligations of the Operator under this Agreement is joint and several. If the Operator is a partnership or other business association the members of which are by virtue of statute or general law subject to personal liability, the liability of each member is joint and several. For greater certainty, the members of the Consortium are not jointly and severally liable for the covenants, agreements and obligations of the other members of the Consortium unless they have a joint leasehold interest in a Strata Lot.

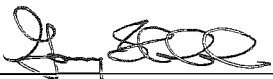
**8.23 Counterparts/Fax.**


This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by fax or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

**TURNING POINT HOUSING SOCIETY**

by its authorized signatory(ies):

Per:   
Name: Gary Schubak, Director

Per:   
Name: Marc Strongman, Director

**CITY OF RICHMOND**

by its authorized signatory(ies):

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

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

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

**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

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

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

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

Per:           *Q Choo*           *CEO*  
Name:

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

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

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

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

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

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

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

**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

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

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

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

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

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

**COAST FOUNDATION SOCIETY (1974)**


by its authorized signatory(ies):

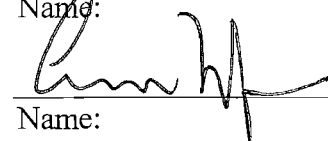
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

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

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

**ACKNOWLEDGED AND AGREED TO** as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

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

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

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

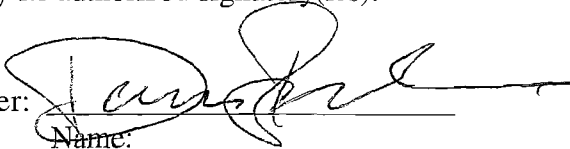
by its authorized signatory(ies):

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

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

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

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

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

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

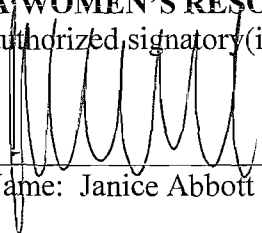
Per: \_\_\_\_\_  
Name: \_\_\_\_\_

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

**ACKNOWLEDGED AND AGREED TO** as of this 12 day of May, 2015

**ATIRA WOMEN'S RESOURCE SOCIETY**

by its authorized signatory(ies):

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

Name: Janice Abbott

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

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

**S.U.C.C.E.S.S. (Also known as United Chinese  
Community Enrichment Services Society)**

by its authorized signatory(ies):

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

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

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

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

**COAST FOUNDATION SOCIETY (1974)**

by its authorized signatory(ies):

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

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

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

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

**TIKVA HOUSING SOCIETY**

by its authorized signatory(ies):

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

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

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

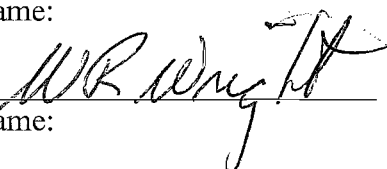
Name: \_\_\_\_\_



**PATHWAYS CLUBHOUSE SOCIETY  
OF RICHMOND**

by its authorized signatory(ies):

Per:   
Name:

Per:   
Name:

## Appendix A to Housing Agreement

### PERMITTED RENTS

#### Atira Women's Resource Society

Level	Unit Type	Number of Units	Rent Range
Level 3 and 12	Studio	13	\$575-\$850
Level 12	1 Bedroom	3	\$640-\$850
	2 Bedroom	N/A	N/A
Level 12	3 Bedroom	2	\$835-\$1,375

#### Coast Foundation Society (1974)

Level	Unit Type	Number of Units	Rent Range
Level 7, 8, 9, and 10	Studio	28	\$605-\$850
Level 7, 8, 9, and 10	1 Bedroom	10	\$660-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

#### S.U.C.C.E.S.S. (Also Known as United Chinese Community Enrichment Services Society)

Level	Unit Type	Number of Units	Rent Range
Level 4, 5, and 6	Studio	38	\$850-\$850
Level 4, 5 and 6	1 Bedroom	15	\$850-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

#### Tikva Housing Society

Level	Unit Type	Number of Units	Rent Range
	Studio	N/A	N/A
	1 Bedroom	N/A	N/A
Level 13 and 14	2 Bedroom	4	\$510-\$1,375
Level 13 and 14	3 Bedroom	6	\$595-\$1,375

#### Turning Point Housing Society

Level	Unit Type	Number of Units	Rent Range
Level 11	Studio	6	\$555-\$850
Level 11	1 Bedroom	4	\$580-\$850
	2 Bedroom	N/A	N/A
	3 Bedroom	N/A	N/A

# Appendix B 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, and all capitalized terms not otherwise defined herein have the meaning ascribed to them in the Housing Agreement.

3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Affordable Housing Unit was occupied as a permanent residence only by the Eligible Occupant whose name(s), age(s) and current address(es) and whose employer's name(s) and current address(es) appear below:

*[Names, ages, addresses and phone numbers of all people comprising the Eligible Occupant and name(s) and address(es) of current 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. Attached hereto as Schedule A is a true copy of the most recent:

a) application form for Eligible Occupants;

b) Operations Management Plan;

- c) minutes of the most recent AGM of the Strata Corporation;
- d) joint operations management board report, containing updates on operation, maintenance, joint management responsibilities and tenant programming; and
- e) engineer's inspection report of the buildings on the Lands;

together with any revisions or updates thereto and the date such revisions or updates, if any, were adopted by the Operator's board of directors.

6. Attached hereto as Schedule B is evidence of the current income of the Eligible Occupant, occupying the Affordable Housing Unit in a form satisfactory to the City.
7. I acknowledge and agree to comply with the Operator'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 Operator has complied with the Operator's obligations under the Housing Agreement.
8. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

\_\_\_\_\_  
 DECLARANT



# City of Richmond

## Report to Committee

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**To:** Planning Committee **Date:** May 21, 2015  
**From:** Cathryn Volkering Carlile **File:** 07-3070-01/2015-Vol  
General Manager, Community Services 01  
**Re:** Naming of a Child Care Facility - 10640 No. 5 Road

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### Staff Recommendation

That the City's child care facility being renovated at 10640 No. 5 Road be named the Gardens Children's Centre.

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

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 
APPROVED BY CAO 	

## **Staff Report**

### **Origin**

On July 25, 2011, a rezoning was adopted (RZ-08-450659) by Council permitting Townline Gardens Inc. to construct a medium-density, mixed-use residential/commercial development. The City accepted a voluntary community amenity contribution of a 12.2 acre park and a 37 space child care facility. The developer was to provide a minimum of 4,000 square feet of finished space for the child care amenity.

In fulfillment of the above rezoning considerations, land which had been in the Agricultural Land Reserve was subdivided and transferred to the City. On March 14, 2011, a subsequent rezoning approval was granted for 10640 No. 5 Road (RZ 10-546755) which permitted an Assembly (ASY) zoning district. The zoning allowed for a portion of the site to be used for the construction of a sales centre and relocation of the Coevorden Castle to City-owned land.

On April 12, 2012, Council authorized the relocation of the child care amenity from the Gardens development lands to the City-owned site at 10640 No. 5 Road. It was decided that the sales centre and the Coevorden Castle would be converted and repurposed for a child care facility by Townline, at its sole expense.

On March 11, 2013, Council selected the Society of Richmond Children's Centres to be the operator for the future child care facility.

### **Analysis**

Townline will be submitting a building permit application to the City in June 2015. Once the building permit is issued, renovation of the sales centre and Coevorden Castle is anticipated to take up to eight months, with opening occurring in 2016. It is appropriate for the facility to be formally named prior to opening.

With the help of the City archivist, a number of historical records and maps were reviewed to determine if there was a geographical feature that could serve as a name. The site was described in Joseph Trutch's 1859 field survey notes as covered in "prairie grasses and mucky soil". It was part of the Woodward's Slough Complex but the sloughs that flowed near the site were unnamed. There was no evidence of First Nations settlement, e.g., no middens or archeological finds.

Land ownership records showed that it was farmed by various owners and eventually assembled into a 21 acre parcel which was purchased by the Province in the 1973. The site was used to provide one of British Columbia's first community allotment gardens sponsored by the BC Agricultural Ministry. With the involvement of the Richmond Gardening Club, it provided gardening opportunities for over 300 gardeners and volunteers.

In 1979, it was purchased by John Massot who built Bota Gardens, a display garden and nursery. Bill and Lillian Vander Zalm purchased the property in 1984 and created Fantasy Gardens, a Christian-themed amusement park and botanical garden with a commercial nursery.

The Vander Zalms were instrumental in moving the Coevorden Castle from Vancouver to the Richmond site. Originally the Netherlands gave the building to the City of Vancouver as a centenary gift. It was a smaller scale replica of the original Coevorden Castle, the ancestral home of Captain Vancouver from which the City of Vancouver derives its name. It was used in Vancouver during Expo 86 and again in Richmond during the 2010 Winter Olympics to host events promoting Dutch and Canadian relations. For a time it was the private home of Premier Vander Zalm until Fantasy Gardens was sold to offshore investors. By 2007, the gardens had fallen into disrepair. A year later the acreage was purchased by Townline for a mixed-use residential/commercial development.

Based on the review of historical references, along with suggestions solicited from the Society of Richmond Children's Centres and Townline, four options were identified as possible names for the child care facility:

Option 1 (Recommended): ***Gardens Children's Centre***, is a name that evokes previous uses of the site and offers a locational reference to the adjacent residential/commercial development, known as "The Gardens".

Option 2: ***Coevorden Children's Centre***, is a name that recalls the geographic origin of one of the buildings being repurposed for the new child care facility;

Option 3: ***Coevorden Castle Children's Centre***, is a name that fully incorporates the historically significant building name of the existing replica being used to create the new child care facility; and

Option 4: ***Bloom Children's Centre***, is a name that holds the meaning "to flower" or "to flourish" and could apply to both to a garden and children's growth.

Staff considered the following questions to help narrow the selection to one recommendation: 1) Does the name relate to the history of the site; 2) Will the name help families locate the child care facility? 3) Will the name distinguish the facility from others in the Lower Mainland? 4) Will the name resonate with Richmond residents?

Bloom Children's Centre is not based on a direct historical reference but it is derived from the site's former garden use. It does not provide directional guidance that would assist families in finding the child care facility. The name is similar to one used by a child care program located in Mission, called Bloom Childcare and Fine Arts Preschool. The name is unlikely to resonate with Richmond residents as reminiscent of any specific history or experience they may have had with the new facility's location.

The Coevorden Children's Centre and the Coevorden Castle Children's Centre are both choices that speak to the historically significant building being readapted for a child care use. They honour the original name of the building that will form part of the new child care facility. They also recall the buildings origin and importance to the strong relationship that exists between Canada and the Netherlands. Both names are unique and would distinguish the facility from others in the Lower Mainland. Also, Richmond residents who recall the building as an attraction at Expo 86, Fantasy Gardens and the 2010 Winter Olympics would relate to the name.

The Gardens Children's Centre draws upon the historical uses of the site being formerly used for community allotment gardens, nurseries and display gardens. It also relates to the neighbouring development's name, "The Gardens", and will be helpful with way-finding for future users of the child care facility. There is no other facility in the Lower Mainland that uses this name. It is a name should be recognizable to Richmond residents who have known the site as a garden since the 1970s. The Gardens Children's Centre is staff's recommended name for the subject facility and is in keeping with the City's Naming Public Buildings – Parks and Places Policy 2016.

### **Financial Impact**

There is no financial impact as a result of selecting a name for this City child care facility.

### **Conclusion**

Staff are recommending that the child care facility being renovated at 10640 No. 5 Road be named the Gardens Children's Centre.



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