



**Planning Committee
Electronic Meeting**

**Anderson Room, City Hall
6911 No. 3 Road
Tuesday, June 3, 2025
4:00 p.m.**

Pg. # ITEM

MINUTES

Motion to adopt the minutes of the meeting of the Planning Committee held on May 21, 2025 (distributed separately).



NEXT COMMITTEE MEETING DATE

June 17, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY FOUGERE ARCHITECTURE INC. FOR REZONING AT 9040 FRANCIS ROAD FROM THE “NEIGHBOURHOOD COMMERCIAL (CN)” ZONE TO THE “RESIDENTIAL/LIMITED COMMERCIAL (ZMU60) – FRANCIS ROAD (BROADMOOR)” ZONE**
(File Ref. No. RZ 24-011883) (REDMS No. 7973056)

PLN-5

See Page PLN-5 for full report

Designated Speakers: Dilys Huang and Josh Reis

STAFF RECOMMENDATIONS

- (1) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, to change the land use designation of 9040 Francis Road from “Commercial” to “Limited Mixed Use” in Attachment 1 to Schedule 1 of Richmond Official Community Plan Bylaw 9000 (City of Richmond 2041 OCP Land Use Map), be introduced and given first reading;*
- (2) *That Bylaw 10649, 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 477(3)(a) of the Local Government Act;*
- (3) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, to create the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, and to rezone 9040 Francis Road from “Neighbourhood Commercial (CN)” to “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, be introduced and given first reading.*



2. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 8160 NO. 5 ROAD FROM AGRICULTURE (AG1) TO ASSEMBLY (ASY)**

(File Ref. No. RZ 23-026410) (REDMS No. 7982112)

PLN-68

See Page PLN-68 for full report

Designated Speakers: James Hnatowich and Josh Reis

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, for the rezoning of the westerly 110 m of 8160 No. 5 Road from “Agriculture (AG1)” to “Assembly (ASY)” to facilitate the proposed assembly use (religious statues), associated parking, existing barn and proposed roadside stand be introduced and given first reading.



3. **RESPONSE TO METRO VANCOUVER’S REFERRAL: METRO 2050 REGIONAL GROWTH STRATEGY AMENDMENT PROPOSED BY THE CITY OF DELTA FOR THE PROPERTIES LOCATED AT 4800 AND 5133 SPRINGS BOULEVARD**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 8050641)

PLN-103

See Page PLN-103 for full report

Designated Speakers: John Hopkins and Kevin Eng

STAFF RECOMMENDATION

That the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled “Response to Metro Vancouver’s Referral: Metro 2050 Regional Growth Strategy Amendment Proposed by the City of Delta for the Properties Located at 4800 and 5133 Springs Boulevard”, dated May 9, 2025, from the Director, Policy Planning, be provided to the Metro Vancouver Regional District Board.



4. **HOUSING AGREEMENT AMENDMENT APPLICATIONS TO UPDATE LOW-END MARKET RENTAL RENTS IN TWO DEVELOPMENTS**

(File Ref. No. 08-4057-05) (REDMS No. 8041124)

PLN-111

See Page PLN-111 for full report

Designated Speakers: Cade Bedford and Peter Russell

STAFF RECOMMENDATIONS

(1) That Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673 be introduced and given first, second, and third readings; and

Planning Committee Agenda – Tuesday, June 3, 2025

Pg. #

ITEM

- (2) *That Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647 be introduced and given first, second, and third readings.*

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5. **MANAGER’S REPORT**

ADJOURNMENT

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To: Planning Committee
From: Joshua Reis
Director, Development

Date: May 21, 2025
File: RZ 24-011883


Re: **Application by Fougere Architecture Inc. for Rezoning at 9040 Francis Road from the “Neighbourhood Commercial (CN)” Zone to the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” Zone**

Staff Recommendations

1. That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, to change the land use designation of 9040 Francis Road from “Commercial” to “Limited Mixed Use” in Attachment 1 to Schedule 1 of Richmond Official Community Plan Bylaw 9000 (City of Richmond 2041 OCP Land Use Map), be introduced and given first reading;
2. That Bylaw 10649, 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 477(3)(a) of the *Local Government Act*;
3. That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and
4. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, to create the “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, and to rezone 9040 Francis Road from “Neighbourhood Commercial (CN)” to “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone, be introduced and given first reading.

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

JR:dh
Att. 9

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Housing Office	<input checked="" type="checkbox"/>	 _____
Policy Planning	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

Fougere Architecture Inc., on behalf of N & Z Futures Ltd. (Incorporation number: BC0733499; Directors: Margaret Man Wai Yeung and Derek Gerry Waiky Hung Dang), has applied to the City of Richmond for permission to rezone the property at 9040 Francis Road from the “Neighbourhood Commercial (CN)” zone to a new site-specific “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” zone to permit the development of a five-storey mixed-use building containing at-grade commercial space, 100 per cent residential rental units on the upper floors and additional indoor amenity space at rooftop level. A location map and aerial photo of the subject site are provided in Attachment 1, and a site survey is included as Attachment 2.

An amendment to the City’s Official Community Plan (OCP) is associated with this rezoning application to change the land use designation of the subject site from “Commercial” to “Limited Mixed Use” to permit residential rental housing.

The applicant’s conceptual development plans are included in Attachment 3. Key aspects of the proposal include:

- A five-storey mixed-use building containing commercial, service and parking uses on the ground floor level; indoor and outdoor amenity space at the rooftop level; and a total of 60 secured rental apartment housing units on the second through fifth floor levels, including 54 market rental units and six Moderate Market Rental (MMR) units.
- A proposed density of 2.16 Floor Area Ratio (FAR), comprising approximately:
 - 196 m² (2,110 ft²) of net commercial floor area; and
 - 3,900 m² (41,979 ft²) of net residential rental housing and common floor area (e.g., lobbies and circulation).
- All purpose-built rental housing units will be secured in perpetuity with rental tenure zoning. The market rental units will be governed by a Housing Covenant registered on Title. The MMR units will be secured with a Housing Agreement and Housing Covenant registered on Title, which will set maximum rental rates and include household income level restrictions, amongst other matters. No stratification of individual residential units is permitted.
- Road dedications along Francis Road and along the public pathway south of the subject site.

Road network and engineering servicing improvement works are required with redevelopment and will be secured through the City’s standard Servicing Agreement (SA) process prior to final adoption of the rezoning bylaw. The works include, but are not limited to, installation of new concrete sidewalks and landscaped boulevards along Francis Road and Garden City Road; upgrades to the City-owned public walkway along the south property line; traffic signal upgrades at the road intersection; and sanitary, storm sewer and water works.

Findings of Fact

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

Existing Site Condition and Surrounding Development

The subject site is approximately 2,049 m² (22,055 ft²) in size and is located at the southeast corner of Francis Road and Garden City Road in the Broadmoor neighbourhood. The subject site currently contains an existing commercial building.

Existing development immediately surrounding the subject site is as follows:

To the North: Across Francis Road are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/M)” fronting Garden City Road and Francis Road (designated for future townhouse development) and Dolphin Court.

To the South: Are a City-owned public walkway and single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” fronting Garden City Road (designated for future townhouse development), Glenbrook Drive and Glenallan Drive.

To the East: Are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” and designated for future townhouse development.

To the West: Across Garden City Road are single-detached dwellings on properties zoned “Small-Scale Multi-Unit Housing (RSM/L)” and designated for future townhouse development.

Existing Commercial Tenants

There are currently two tenants in the existing commercial building, including a retail use thrift store operated by Regional Animal Protection Society (RAPS) and a private 24-space child care facility. The developer has been in communication with the tenants, and both tenants are aware of the redevelopment proposal.

Regarding the thrift store, in recognition of the rezoning application, the developer and RAPS negotiated a new lease agreement earlier this year that includes provisions for discounted lease rates after six months in the form of a combination of reduced monthly rent payments (approximately 56 per cent of current gross rent) and issuance of tax receipts for the remainder value on a month-to-month basis. The developer has indicated that they will also provide six months notice and has engaged a licensed realtor to assist the tenant with securing a new space (Attachment 5).

In terms of the private child care facility, the developer has communicated to the tenant that they will provide them with assistance in finding a new facility and space and have offered them relocation assistance in the form of a leasing specialist, construction and tenant improvement assistance and moving services.

Existing Legal Encumbrances

Legal encumbrances on Title of the subject property include, but are not limited to, two registered SRWs (LTO charge numbers: D65286 and E26159) for the installation and maintenance of City utilities. Further information is provided in the “Site Servicing and Frontage Improvements” section below.

Related Policies and Studies

Official Community Plan

The City of Richmond 2041 OCP Land Use Map designation of the subject site is “Commercial”, which provides for a variety of commercial uses but excludes residential uses.

Consistent with OCP objectives to retain commercial uses on the subject site and encourage the development of new purpose-built rental housing, the subject development proposes a mixed-use development with commercial use at grade and purpose-built rental housing above.

In accordance with the OCP market rental housing provisions, additional density may be considered on a site-specific basis for 100 per cent rental housing applications that provide additional market rental or below-market rental housing to address community need.

To facilitate the proposed development, OCP Amendment Bylaw 10649 provides for a change to the land use designation of the subject site from “Commercial” to “Limited Mixed Use” to allow ground-floor commercial use and residential rental use above.

OCP Market Rental Housing Policy

In recognition of rental housing comprising an important piece of Richmond’s housing supply, the OCP encourages the development of new purpose-built rental housing units secured through rental tenure as well as a housing agreement and covenants on Title. A series of incentives are identified in the OCP to encourage the development of new rental housing, such as additional density, parking rate reductions and exemptions from affordable housing, public art and community planning contributions.

The proposal is generally consistent with the OCP Market Rental Housing Policy, as all the residential units are rental apartments secured through rental tenure zoning and the registration of legal agreements on Title.

The delivery of the six MMR units will be secured using a Housing Agreement and Housing Covenant. Registration of a Market Rental Housing Covenant on Title will secure the remaining 54 dwelling units as market rental units.

Noise Management Policy

To mitigate unwanted noise from commercial areas on residential properties, the OCP requires that new development proposals involving commercial uses within 30 m of any residential use demonstrate that the building envelope is designed to avoid noise generated by the internal building use that exceed permitted noise levels in the City’s Noise Regulation Bylaw from

penetrating into residential areas, and that noise generated from rooftop mechanical units will comply with the Noise Regulation Bylaw.

In addition, to protect the future dwelling units at the subject site from potential noise impacts generated by commercial uses in the building and by traffic on Francis Road and Garden City Road, noise attenuation is to be incorporated into dwelling unit design and construction.

Prior to final adoption of the rezoning bylaw, legal agreements are required to be registered on Title of the subject property to address these noise concerns and to ensure that the necessary noise mitigation measures are incorporated into building design and construction, as per acoustic and thermal report recommendations to be submitted by qualified registered professionals as part of the Development Permit (DP) application review process.

Floodplain Management Implementation Strategy

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

Public Consultation

In accordance with the City's Early Public Notification Policy 1316, notice of the development proposal was provided to residents within 100 metres of the subject site. In addition, rezoning signs have been installed on the subject property along both the Francis Road and Garden City Road frontages.

In response to the early public notification and placement of the rezoning signs on the property, staff have received correspondence from the public regarding the rezoning application. Aside from a resident asking for further information about the proposed development, feedback and concerns raised by three other members of the public are generally summarized below (with staff responses provided immediately below each item in ***bold italics***):

- The scale of the building, number of proposed units, the building's compatibility within a predominantly single-detached neighbourhood and privacy impacts.

Through the OCP, additional density is supported on a site-specific basis for developments that include 100 per cent rental housing units. In addition to market rental units, MMR units are proposed, providing additional community benefits. The applicant is maximizing affordability (in particular, the MMR units) through a five-storey building proposal. The surrounding neighbourhood also includes a mix of single-detached, townhouse, apartment housing and institutional uses.

In terms of building form, the applicant has configured the building in an inverted U-shape, with its massing and siting oriented toward the intersection and road frontages, away from the neighbouring properties as much as possible. The main building face has a setback of over 7 m from the east property line, and setbacks ranging from approximately 3 m to 10 m from the south property line, in addition to separation from the City-owned public walkway. The applicant is also proposing building step-backs for the upper storeys along the south elevation.

More detailed review and further refinements to the site, architectural and landscape plans will take place during the DP application phase.

- The proposal provides additional rental stock, but there are concerns about the livability of the smaller units.

In addition to studio and one-bedroom units, 40 per cent of the proposed units are considered to be family-friendly, consistent with the OCP, which encourages multi-unit residential developments to provide at least 40 percent of units with two or more bedroom units. All of the MMR units and most of the market rental units also meet the minimum unit sizes identified in the City's Affordable Housing Strategy for Low-End Market Rental (LEMR) units. All of the dwelling units are also proposed to comply with the City's Basic Universal Housing (BUH) provisions.

- Pressure of additional residents on infrastructure, namely educational and healthcare facilities.

To cover the costs of increased demand on services and infrastructure resulting from increased growth in the City is addressed through the payment of Development Cost Charges (City and Regional) and school site acquisition fees through the Building Permit (BP) process.

- Increase in the number of vehicles generated, leading to a shortage of parking, traffic congestion and safety concerns.

The on-site parking needs are substantiated in the Transportation Impact Assessment (TIA) submitted by a Professional Engineer. In addition to the Transportation Demand Management (TDM) measures to encourage alternative modes of transportation and the incorporation of right-in-right-out movement restrictions recommended in the TIA, this development will also contribute road frontage and traffic signal improvements as part of the required SA to increase accessibility of the site through alternate modes.

Copies of the email correspondence received from members of the public are provided in Attachment 6.

Should the Planning Committee endorse this application and Council grant first reading to the OCP amendment and rezoning bylaws, the bylaws will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

Public notification for the Public Hearing will be provided as per the *Local Government Act* and *Richmond Zoning Bylaw 8500*.

OCP Consultation Summary

Staff have reviewed the proposed OCP amendment bylaw with respect to the *Local Government Act* requirements and the City's OCP Bylaw Preparation Consultation Policy 5043, and it is determined that this report does not require referral to external stakeholders (Attachment 7).

Analysis

The proposal is to develop a mixed-use building on a property located at the southeast corner of Francis Road and Garden City Road with an approximate area of 1,900 m² (20,451 ft²) after land dedications and transfers. Conceptual development plans from the applicant are provided in Attachment 3.

The proposed development includes approximately 196 m² (2,110 ft²) of net commercial floor area on the ground floor, and 60 rental housing units and residential common areas (e.g., lobbies and circulation) totalling approximately 3,900 m² (41,979 ft²) of net floor area. Additional non-residential floor area on the ground floor includes vehicle and bicycle parking, and accessory uses such as waste, mechanical and electrical rooms. Indoor and outdoor amenity space is also proposed on the rooftop.

Proposed Zoning Amendment Bylaw

To rezone the subject site and accommodate the proposed development, a new site-specific zone entitled “Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)” is proposed (Richmond Zoning Bylaw 8500, Amendment Bylaw 10650). The proposed ZMU60 zone allows for a limited range of commercial uses intended to serve the surrounding community and services on the ground floor, residential rental tenure apartment housing units on the upper floors, resident amenity space at rooftop level and other compatible secondary uses. Without limitation, the proposed ZMU60 zone provides for:

- Residential rental tenure zoning, along with the level of affordability for the MMR units and the length to which it is secured in accordance with the *Local Government Act*.
- A maximum overall density of 2.16 FAR, comprising:
 - A maximum FAR of 2.06 for residential uses, which must include at least six MMR units having a minimum combined habitable space of 332.9 m² (3,583.3 ft²) that is secured in perpetuity through registration of an MMR Housing Agreement and Housing Covenant on Title prior to final adoption of the rezoning bylaw; and
 - A minimum FAR of 0.1 for non-residential (e.g., commercial) uses.
- Maximum lot coverage of 70 per cent for buildings.
- Minimum setbacks of 2.0 m from roads, 2.9 m from the south property line and 7.5 m from the east property line, except that the corner of the building may project into the minimum setback up to the property line where a dedication is required to enable a strong urban street wall at the intersection.
- Maximum building height of 24.5 m.
- Specific parking provisions, including reduced parking rates, shared residential visitor and commercial parking spaces, shared undesignated medium-sized loading space and the location of vehicle and bicycle parking, as substantiated by a parking study prepared

by a Professional Engineer along with the provision of TDM measures to be secured through legal agreements registered on Title prior to final adoption of the rezoning bylaw.

Inclusionary Zoning

Proposed Amendment Bylaw 10650 is considered an inclusionary zoning bylaw for affordable housing under Section 482 of the *Local Government Act* as it includes the provision of MMR units within the proposed development. The proposed zoning bylaw has been prepared in accordance with Section 482 of the *Local Government Act* and in consideration of the City's Interim Housing Needs Report, the financial feasibility of the project as demonstrated by the applicant, and their desire to proceed undeterred with the proposed development.

Housing Type and Tenure

Staff are supportive of the proposed development as it is consistent with the City's Market Rental Housing Policy and other OCP policies that encourage the provision of a variety of housing types and sizes to accommodate the needs of a diverse and aging population. Specifically, the proposal includes:

- Six MMR units, comprising approximately 9.4 per cent of the total residential habitable area and having a combined 332.9 m² (3,583.3 ft²) of habitable space, will be located on the second and third storeys of the building and interspersed with the market rental units. Unit sizes range from 37.2 m² (400.4 ft²) to 71.9 m² (773.9 ft²) and are aligned with the minimum unit sizes applicable to Low End Market Rental (LEMR) units. These units will be secured in perpetuity through residential rental tenure zoning and the registration of a Housing Agreement and Housing Covenant on Title.
- Tenant eligibility for the MMR units will be defined using BC Housing's Household Income Limits (HILs). Maximum monthly rental rates will be no higher than 30 per cent of the HIL, applicable to the unit by type, divided by 12 (months). Given the limited number of MMR units and their location among the market rental units, a non-profit housing operator is not required.
- 54 market rental units will be secured in perpetuity through residential rental tenure zoning and the registration of a Housing Covenant on Title. There will be no restriction on tenant incomes, and units may be rented at prevailing market rates.
- A mix of unit types, including 24 two-bedroom units (equivalent to 40 per cent of all units), are suitable for families with children. Two of these units are allocated for the MMR units (Table 1). The proposal also includes 100 per cent of units with Basic Universal Housing (BUH) design, supporting the ability of residents to age in place. The percentages of family-friendly and BUH units will be secured through the legal agreements registered on Title prior to final adoption of the rezoning bylaw.

Table 1. Unit Mix and Maximum Rental Charge Rates and Household Incomes

Unit Type	Moderate Market Rental (MMR) Units ⁽¹⁾	Market Rental Units ⁽¹⁾	Total	Proposed Unit Sizes ⁽¹⁾	MMR Unit Max. Rent Charge ⁽²⁾⁽³⁾	MMR Unit Max. Household Income ⁽²⁾⁽³⁾
Studio	2 (33.3%)	8 (14.8%)	10 (16.7%)	37.6 m ² (404.7 ft ²) to 45.3 m ² (487.6 ft ²)	\$1,450/month	\$58,000 or less
1-Bed	2 (33.3%)	24 (44.4%)	26 (43.3%)	47.9 m ² (515.6 ft ²) to 62.2 m ² (669.5 ft ²)	\$1,450/month	\$58,000 or less
2-Bed	2 (33.3%)	22 (40.7%)	24 (40%)	68.3 m ² (735.2 ft ²) to 82.6 m ² (889.1 ft ²)	\$1,800/month	\$72,000 or less
Total	6 (100%)	54 (100%)	60 (100%)	Varies	Varies	Varies

⁽¹⁾ Unit area and mix in the above table may be adjusted to the satisfaction of the City through the DP application review process subject to at least six (6) MMR units having a combined habitable space of at least 332.9 m² (3,583.3 ft²) being provided, with the same percentage or greater of family-friendly (two or more bedroom) units.

⁽²⁾ Maximum rent charge and household incomes are for reference to the MMR units only.

⁽³⁾ The maximum household income is based on the Household Income Limits (HILs) established by BC Housing. The maximum monthly rents and household incomes may be adjusted in accordance with the Moderate Market Rental Housing Agreement. The above-listed rents are calculated using the 2023 BC Housing HILs and they will be updated to reflect the HILs of the year that the units are tenanted. Maximum rent charges are set at 30 per cent of the HILs, by unit type, divided by 12 months.

Prior to final adoption of the rezoning bylaw, registration of a Housing Agreement (for the MMR units) and Housing Covenants (for both the market rental units and the MMR units) on Title will be required. General provisions of the legal agreements include, but are not limited to:

- The units in each tenure type are to be maintained under a single ownership and there shall be no stratification of individual rental units.
- No age-based restrictions are to be imposed on tenants of any residential unit.
- Maximum rental rates, income thresholds and minimum unit sizes for the MMR units apply as in Table 1 above. On initial tenancy, maximum monthly rents and income limits will be defined based on the then-current HIL as published by BC Housing. Following tenancy, maximum monthly rents will be increased in accordance with any permitted increase set out in the *Residential Tenancy Act*. Income limits will be defined annually based on the figures published by BC Housing. In the event HILs are not published in a calendar year, the preceding HIL will be used with an adjustment based on the rate of any increase in the Consumer Price Index (CPI).
- All tenants are to have full use of and unlimited access to all on-site common indoor and outdoor areas of the residential portion of the building, including amenity spaces, vehicle parking, bicycle parking and related facilities, which for the MMR unit occupants shall be provided at no additional cost. A charge for vehicle parking may be permitted, subject to any related Council policy/direction enabling such.
- 100 per cent of the units are to be designed to meet the BUH features outlined in Richmond Zoning Bylaw 8500.
- The terms of the agreements shall apply in perpetuity.

Resident Amenity Space

In addition to private balconies for all dwelling units, the proposal includes approximately 47.4 m² (510.2 ft²) of shared resident indoor amenity space adjacent to the mechanical room and elevator penthouse on the building's rooftop level. Access is provided between the amenity room and the proposed 423 m² (4,553 ft²) rooftop outdoor amenity space. Based on the preliminary landscape plans, the shared rooftop outdoor amenity space includes a lounge, seating, dining, community gardening and children's play areas.

Staff will work with the applicant at the DP stage to further review the programming of the shared amenity spaces and to ensure that the configuration and design of the spaces are consistent with the DP guidelines.

Vehicle Access, Parking and Transportation-Related Improvements

The development will provide an approximate 2.0 m wide road dedication along Francis Road, an approximate 0.5 m wide land transfer along a portion of the south property line adjacent to the City-owned public pathway, and a 4.0 m by 4.0 m corner cut dedication at the intersection of Francis Road and Garden City Road. This land dedication and transfer will be taken prior to final adoption of the rezoning bylaw.

Frontage upgrades along both Francis Road and Garden City Road include the construction of 3.0 m wide sidewalks, separated from traffic by grassed boulevards. New traffic signal infrastructure will be provided at the southeast corner of the road intersection fronting the subject site. Upgrades along the south property line include a 3.0 m wide concrete pathway and installation of a 0.5 m wide lighting strip with pedestrian lighting and grass.

Vehicle access to the subject site is proposed to be served via two driveway crossings located on Francis Road and Garden City Road. Access will be limited to right-in-right-out and controlled by a raised centre median on Garden City Road to mitigate traffic and safety impacts. A Traffic Impact Assessment report was prepared by a Professional Engineer and reviewed by City staff, confirming that traffic impacts from the development are acceptable.

A total of 35 off-street surface parking spaces (29 resident parking spaces, of which two are allocated to the MMR units and six shared residential visitor/commercial parking spaces) are proposed on the southern portion of the site underneath the second storey of the building. A Housing Covenant will be used to identify the parking spaces allocated to the MMR units.

The proposed parking rates exceed reductions permitted in the City's zoning bylaw. The proposed parking rates have been substantiated by a parking study prepared by a Professional Engineer, with the provision of additional Transportation Demand Management (TDM) measures, which include:

- One on-site publicly accessible parking space with electric vehicle supply equipment, for the purposes of car share or small-sized loading, secured with a Public Right of Passage Statutory Right-of-Way (PROP SRW) over the space and the vehicular and pedestrian accesses.

- Transit pass program that includes the provision of monthly two-zone transit passes for a period of two years, offered to all units.
- Provision of 105 long-term bicycle parking spaces (11 Class 1 spaces are allocated to the MMR units) contained in secured bicycle rooms located on each floor of the building and in bicycle lockers. This reflects 20 additional secured bicycle parking spaces compared to the one Class 1 bicycle parking space per bedroom typically required as part of a standard TDM package.
- Provision of 16 additional oversized bicycle lockers to support family-friendly use.
- Provision of five additional Class 2 bicycle parking spaces for commercial users to a total of 18.
- Bicycle maintenance facilities for residents' use, each to include a repair stand, repair tools and workspace in every bicycle room (total of five).
- Bicycle washing station on the ground level outside the bicycle room.
- Transportation marketing brochure that will be given to new residents, detailing the available TDM measures on-site, including instructions on how to register for the transit pass program.

Tree Retention, Replacement, and Landscaping

The applicant has submitted a Certified Arborist Report, which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The report assesses one windrow (row of trees) comprising 23 Douglas firs, with the largest tree at 43 cm DBH (Tag# N01) on the neighbouring property to the southeast. There are no on-site trees and no street trees along the site frontages.

The City's Tree Preservation Coordinator has reviewed the arborist report, along with conducting a site visit and concurs with the project arborist's recommendation to remove the neighbouring windrow. The trees are identified to be in very poor structural condition related to historical severe pruning, resulting in very weakly attached replacement leaders, prone to failure and presenting a risk to the subject site and neighbouring private lands. The neighbour has provided consent in principle, subject to agreement on final remediation and planting for their property with the developer.

The applicant has submitted a tree management plan showing the trees proposed to be removed (Attachment 8). The applicant's preliminary landscape plans show the planting of 19 new trees on-site. Proposed tree planting will be further reviewed and refined during the DP application process.

Energy Step Code

Consistent with Provincial Energy Step Code and Zero Carbon Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance targets have been considered in the proposed design. The residential space of the proposed building is anticipated to meet Step 3 with EL-2, while the proposed commercial space would meet Step 2 with EL-2. Further details on how the proposal will meet this commitment will be reviewed as part of the DP and Building Permit (BP) application review processes.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a SA, secured with a Letter of Credit, for the design and construction of site servicing and frontage improvement works. Works include, but are not limited to, installation of new concrete sidewalks and landscaped boulevards along Francis Road and Garden City Road; upgrades to the City-owned public walkway along the south property line; traffic signal upgrades at the road intersection; sanitary, storm sewer and water works and associated Statutory Rights-of-Ways (SRWs).

There are also currently two registered SRWs (LTO charge numbers: D65286 and E26159) along a portion of the south lot line for the installation and maintenance of various services, and currently contain an existing sanitary sewer main. Engineering staff has indicated that approximately 24 m of the sanitary main may be removed through the required SA process, and afterward, the associated portion of SRW over the subject site may be discharged.

Further details regarding the scope of the site servicing and frontage improvement works are included in Attachment 9.

Future DP Application Considerations

A DP is required for the subject proposal to ensure further consideration of the design guidelines for multiple family and mixed-use buildings contained within the OCP.

Further refinements to the site plan, landscape plan, and architectural elevations to ensure integration with the neighbourhood may be made as part of the DP application review process including, but not limited to:

- Refinement of vehicle parking and circulation, truck maneuvering, waste management, fire access and related features.
- Streetscape interface along Francis Road and Garden City Road, including the creation of pleasant pedestrian conditions along the north elevation adjacent to the bicycle storage area and the proposed treatment of any required on-site infrastructure (e.g., screening, minimizing visual intrusion).
- Appropriate transition to surrounding properties, including buffering of the parking area along the south lot line with adequate and suitable landscaping and trees.
- Refinement of the location, size and species of proposed trees and other aspects of the landscape plans.

- Refinement of proposed common outdoor and indoor amenity areas, including their landscaping and programming, sizes and configuration and treatment of the balcony spaces for minimizing overlook.
- Proposed exterior colour and material palettes of the building.
- Demonstration that all accessibility features are incorporated into unit design.
- Proposal's design response to Crime Prevention Through Environmental Design (CPTED) principles.
- Proposed sustainability features to be incorporated into the development.

Additional issues may be identified as part of the DP application review process.

Financial Impact or Economic Impact

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

Conclusion

The proposed application at 9040 Francis Road is for the development of a mixed-use building with non-residential uses on the ground floor, shared amenity space on the rooftop and a total 60 secured rental housing units (54 market rental units and six MMR units) on the upper floors.

The proposal involves rezoning of the subject site from the "Neighbourhood Commercial (CN)" zone to a new site-specific "Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)" zone.

To facilitate the proposed development, the applicant is also proposing to amend the OCP land use designation of the subject site from "Commercial" to "Limited Mixed Use" to permit residential rental housing.

The list of Rezoning Considerations is included in Attachment 9, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649 and Richmond Zoning Bylaw 8500, Amendment Bylaw 10650 be introduced and given first reading.



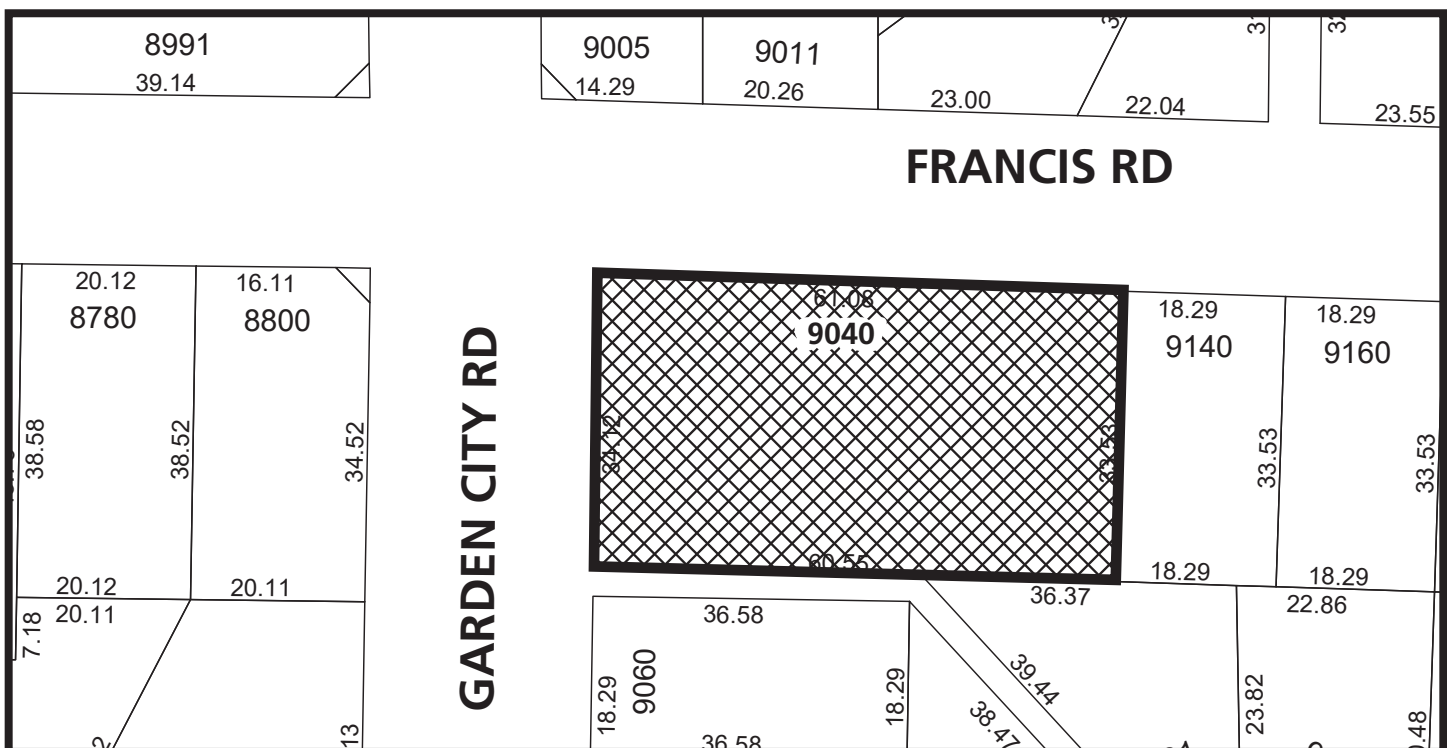
Dilys Huang
Planner 3
(604-276-4139)

DH:js

- Att. 1: Location Map and Aerial Photo
 2: Site Survey
 3: Conceptual Development Plans
 4: Development Application Data Sheet
 5: Applicant Letter – Non-Profit Tenant Support
 6: Public Correspondence
 7: OCP Consultation Summary
 8: Tree Management Plan
 9: Rezoning Considerations



City of Richmond



RZ 24-011883

PLN – 20

Original date: 05/02/24

Revision Date: 07/08/24

Note: Dimensions are in METRES



City of
Richmond



RZ 24-011883

PLN - 21

Original date: 05/10/24

Revision Date: 07/08/24

Note: Dimensions are in METRES



DATE: 12/15/2024

TOPOGRAPHIC SITE PLAN OF LOT "A" AND LOT 261 ALL OF SECTION 27 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 35222

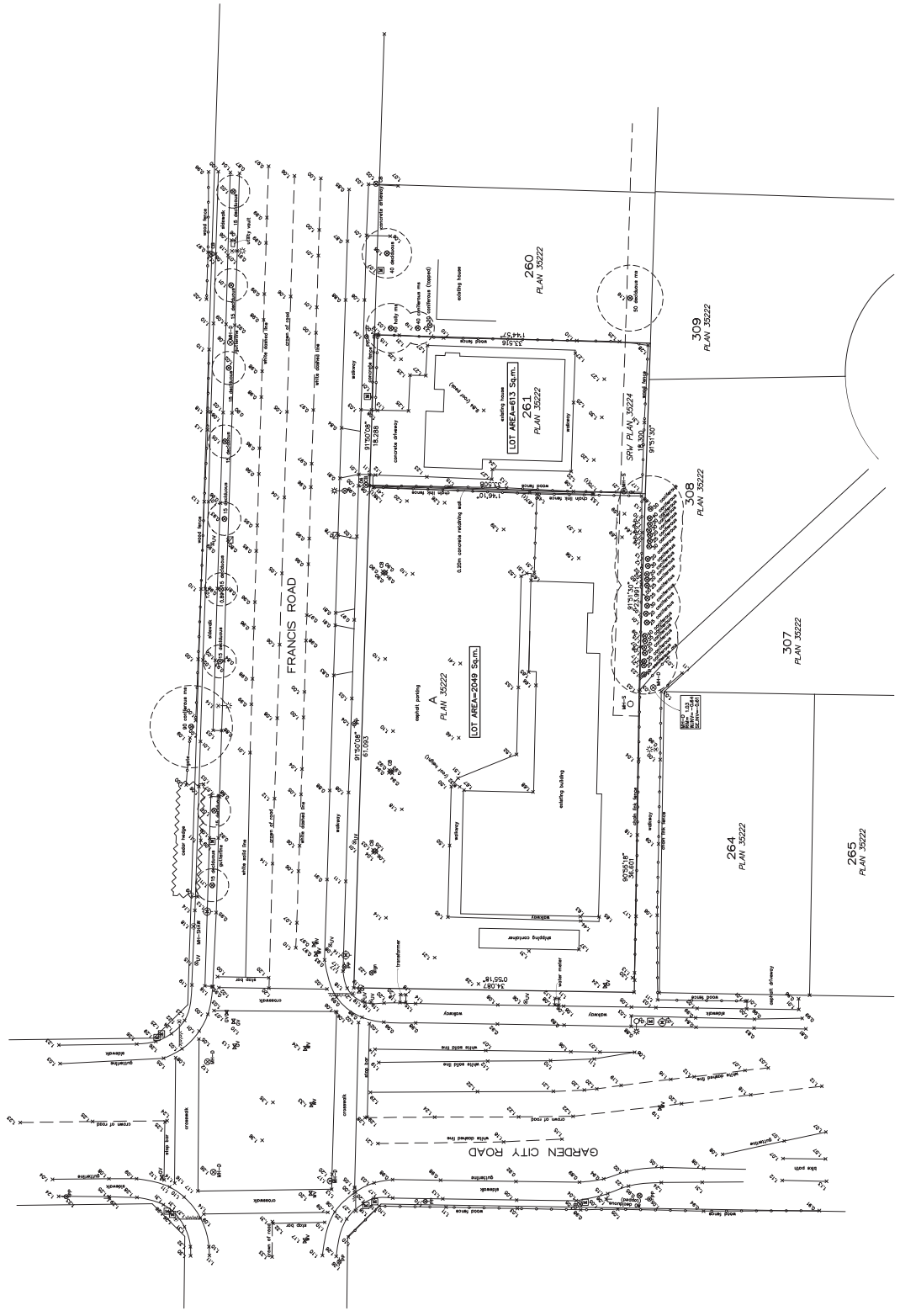
CIVIL ADDRESS: 1007-151-233
FILED: 07/25/2024
REVISION: 01/25/2024

- LEGEND**
- ENOTES SPOT ELEVATION
 - ENOTES PNE HYDRAULIC
 - ENOTES CATCH BASIN - TOP ENTRY
 - ENOTES CATCH BASIN - ROAD
 - ENOTES STREET LIGHT - DAWT
 - ENOTES LAMP
 - ENOTES WATER VALVE
 - ENOTES WATER METER
 - ENOTES GAS VALVE
 - ENOTES ELECTRICAL BOX
 - ENOTES STORY HANDLE
 - ENOTES FIRE AND GARDEN ENTRY
 - ENOTES TRAFFIC LIGHT
 - ENOTES UTILITY (WALL ROAD)

SCALE 1 : 250
1" = 250'
ALL DISTANCES ARE IN FEET

The intended use of this plan is to show the location of the proposed improvements in relation to the existing improvements and to the boundaries of the property.

PLN - 22



Lot 261 is subject to the following non-financial charges and interests which may affect the parking structures on this property:
Restrictive Covenant F21210

Lot A is subject to the following non-financial charges and interests which may affect the parking structures on this property:
Restrictive Covenant F21210
Subsidiary Right Of Way 700346, 124159

Lot dimensions are derived from Field Survey.
Elevations are doublets (VD28 01/25/2024 - IN PETERS) Metro-Innovative (MIS) Service Network and related to the corner of the 3rd and 10th and 10th and 11th Streets.
Elevation = 2.583m
The plan is based on the official records of the property lines as shown from municipal records and field survey.
Spot elevations along curb are taken in place.
Tree elevations are taken at 1.4m above grade and are shown in cm.
If this plan is used in digital form, Target Land Surveying will not be responsible for any errors or omissions that may result from the use of the plan.

This plan was prepared for architectural design and permit applications only. It is not to be used for any other purpose. The surveyor assumes no responsibility or liability for any errors or omissions that may result from the use of the plan. The user assumes full responsibility for the accuracy and reliability of the information contained in the plan.

CERTIFIED CORRECT
DATED THE 28th DAY OF September, 2024.

R. Adam Patterson

BCLLS

LEGEND

- EXISTING GRADE
- FLOOR LEVEL
- CORNER GRABES
- CIVIL GRABES
- REMOVED TREES
- EXISTING TREES

PLN - 24

GARDEN CITY ROAD

FRANCIS ROAD

SITE PLAN

3/32" = 1'-0"

0' 6' 15' 30'





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9040 Francis Road
PARK DEVELOPMENTS

R2 24-011883
May 15, 2025

FOUGERE
architecture inc.
202-2425 Oakridge Street
Vancouver, BC V6T 4L6
fougerearchitects.ca

UNIT MIX		
	BACHELOR	2
	1 BEDROOM	7
	2 BEDROOM	6
	TOTAL	15
	MAR UNIT	4



FLOOR PLAN LEVEL 2

1/8" = 1'-0"



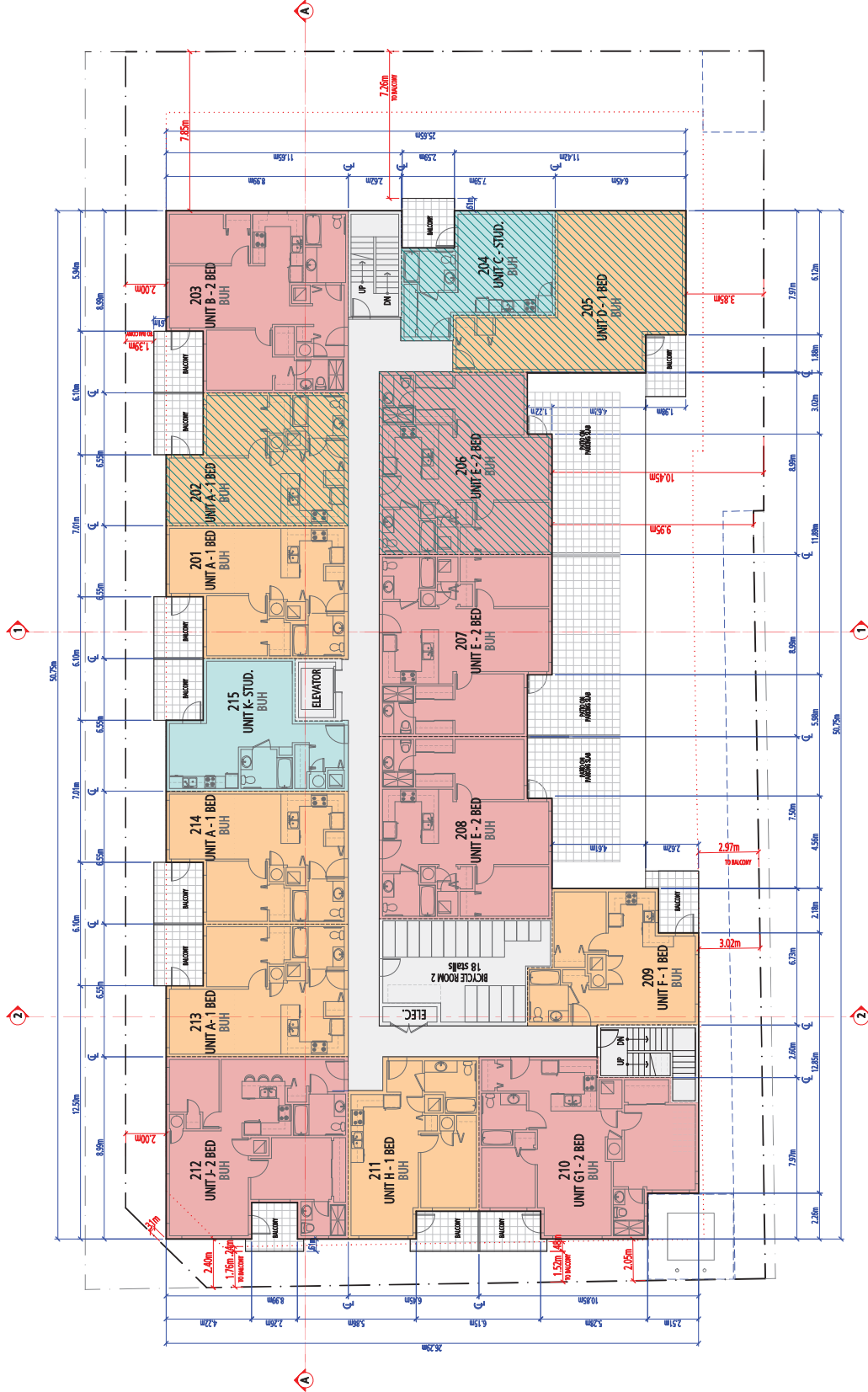
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



9040 Francis Road
FOR
PARK DEVELOPMENTS

R2 24-011883
March 31, 2025

FOUGERE
architecture inc.
1000-10000
202-2425 Quebec Street
Vancouver, BC V5T 4L6
804.873.2897
fougerearchitect.com



UNIT MIX		
	BACHELOR	2
	1 BEDROOM	7
	2 BEDROOM	6
	TOTAL	15
	MAR UNIT	2



FLOOR PLAN LEVEL 3

1/8" = 1'-0"



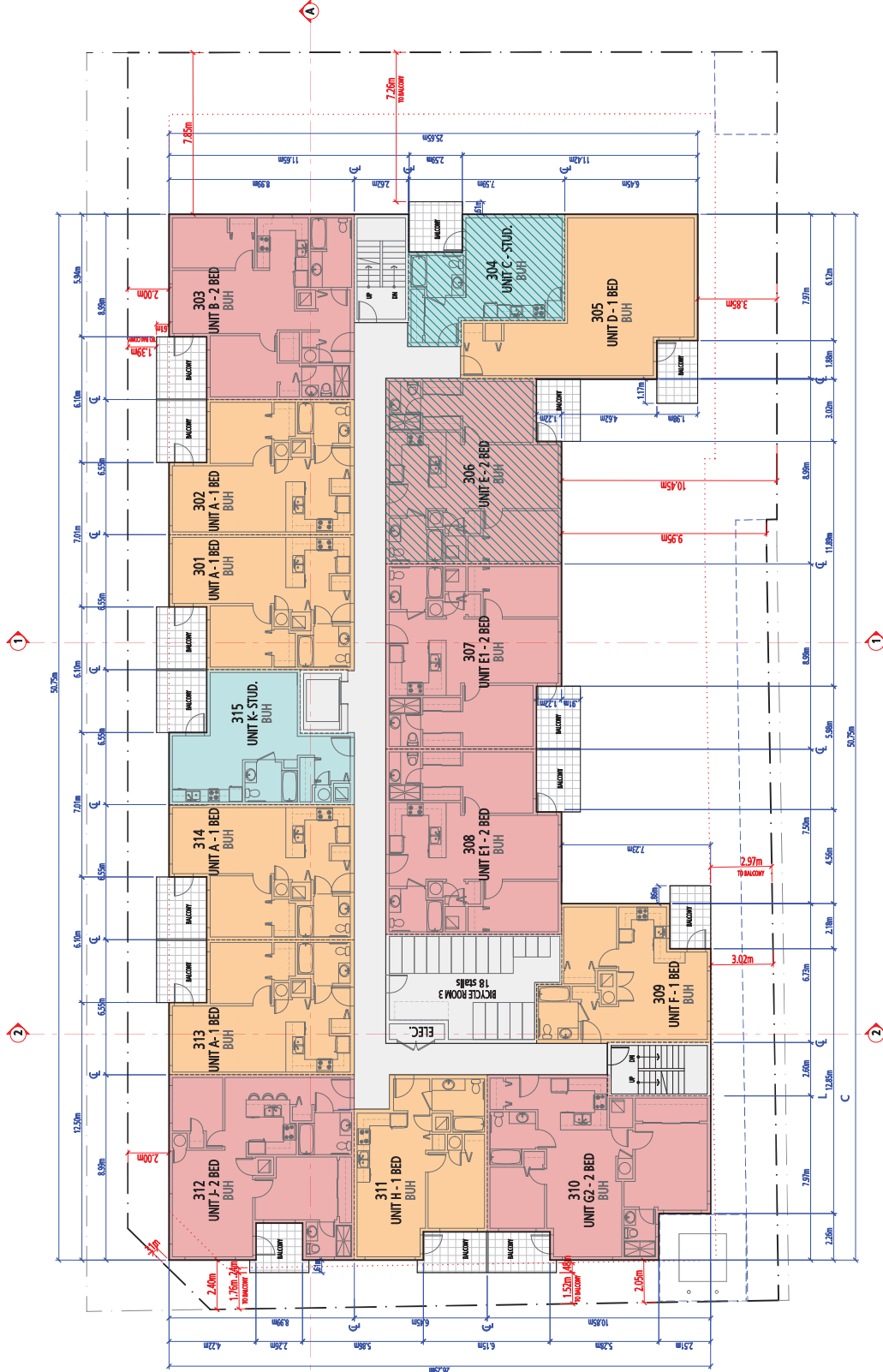
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


9040 Francis Road
FOR
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R2 24-011883
March 31, 2025

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202-2425 Quebec Street
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804.873.2897
fougerearchitect.ca



UNIT MIX		
	BACHELOR	3
	1 BEDROOM	6
	2 BEDROOM	6
TOTAL		15



FLOOR PLAN LEVEL 5

1/8" = 1'-0"



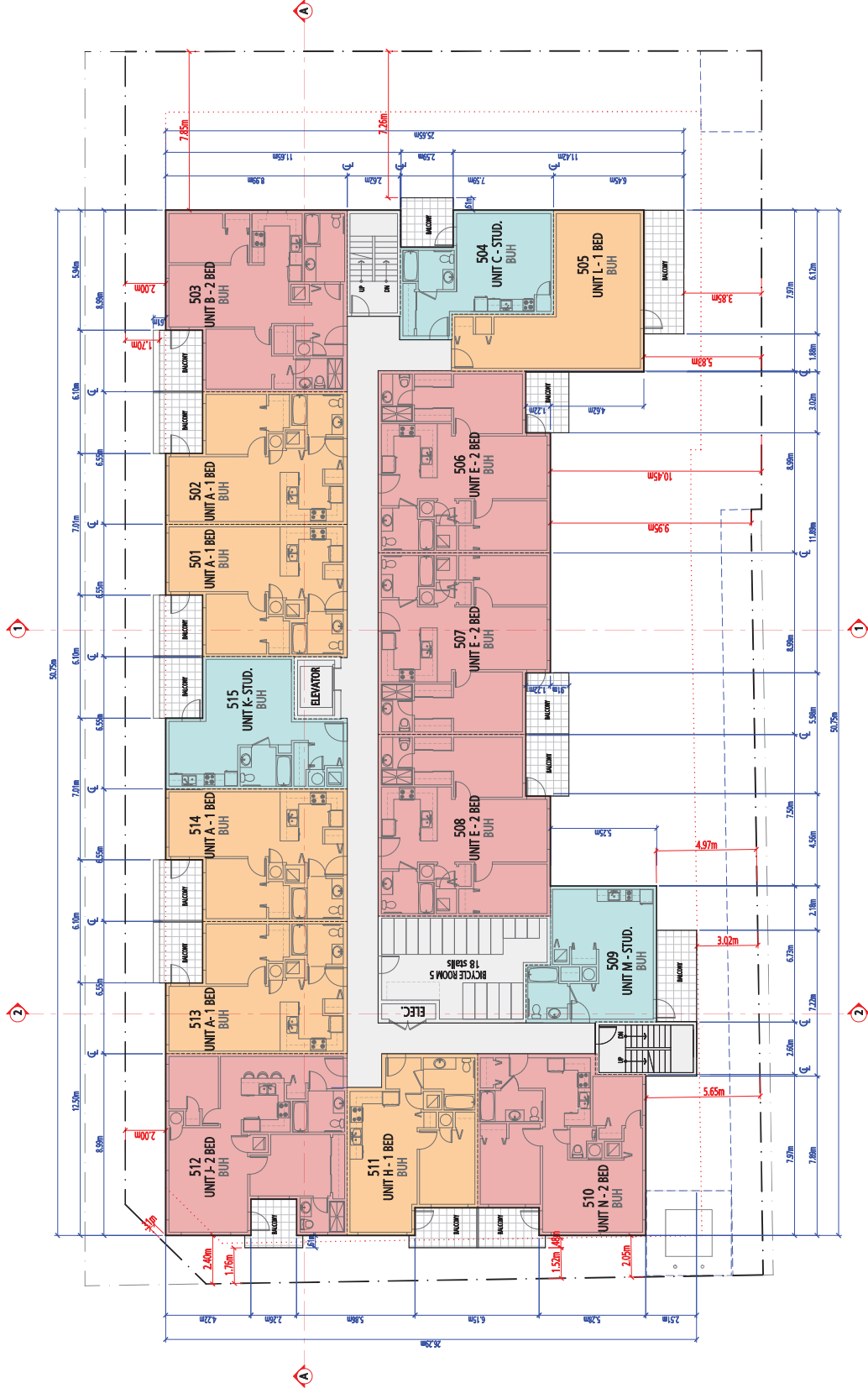
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NORTH ELEVATION

ELEVATIONS
NORTH AND WEST

1/8" = 1'-0"

0 4' 12' 24'



WEST ELEVATION

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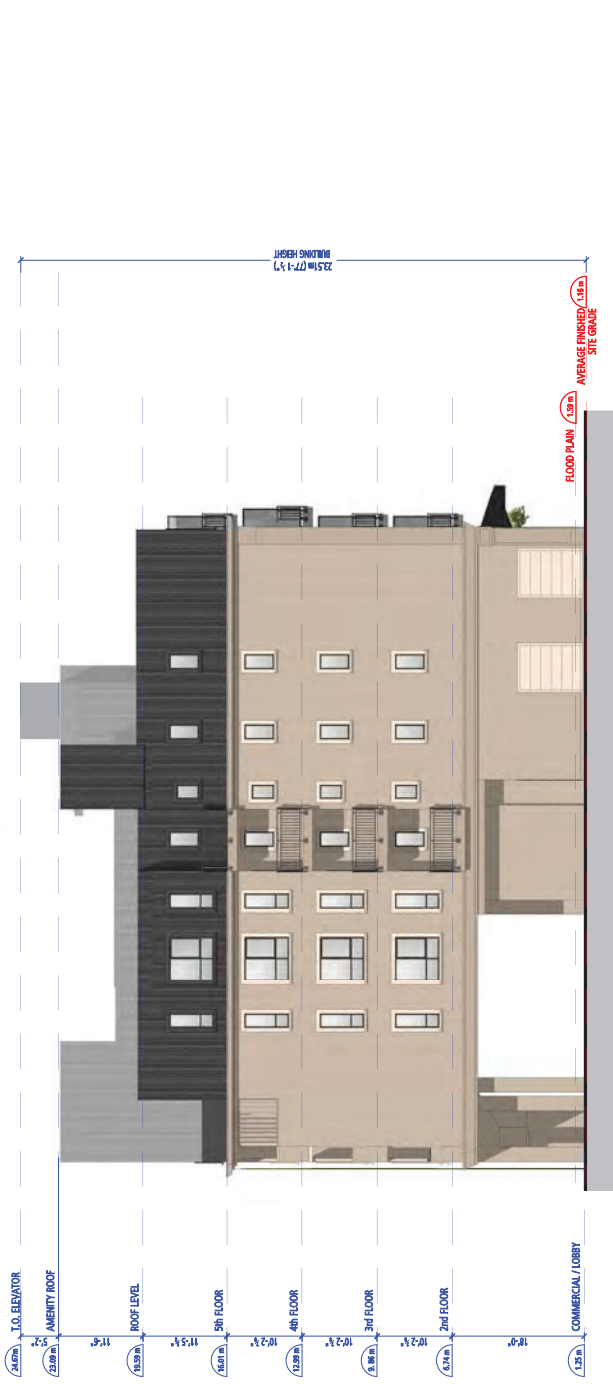
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March 14, 2025

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202-2425 Quebec Street
Montreal, QC H3T 2B7
1ST FLOOR
Rogersarchitect.ca



SOUTH ELEVATION



EAST ELEVATION

ELEVATIONS
SOUTH AND EAST
1/8" = 1'-0"

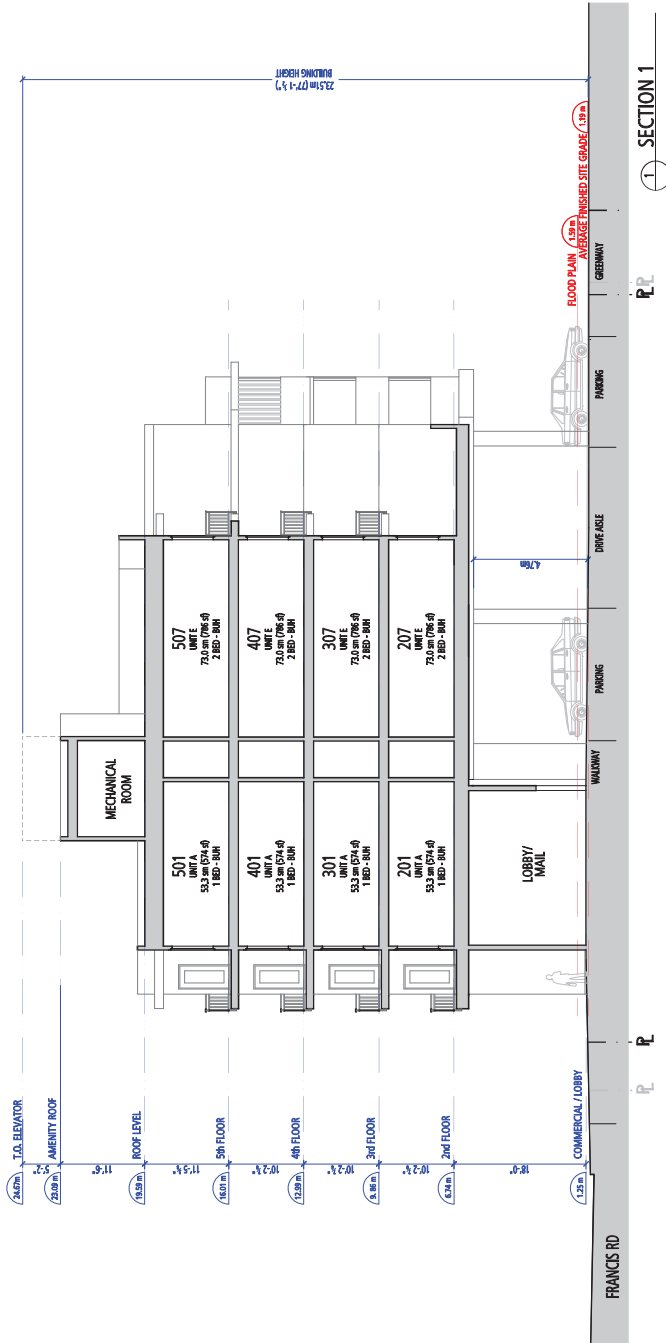
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March 14, 2025

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SECTIONS

1/8" = 1'-0"

0 4' 12' 24'

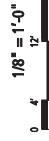
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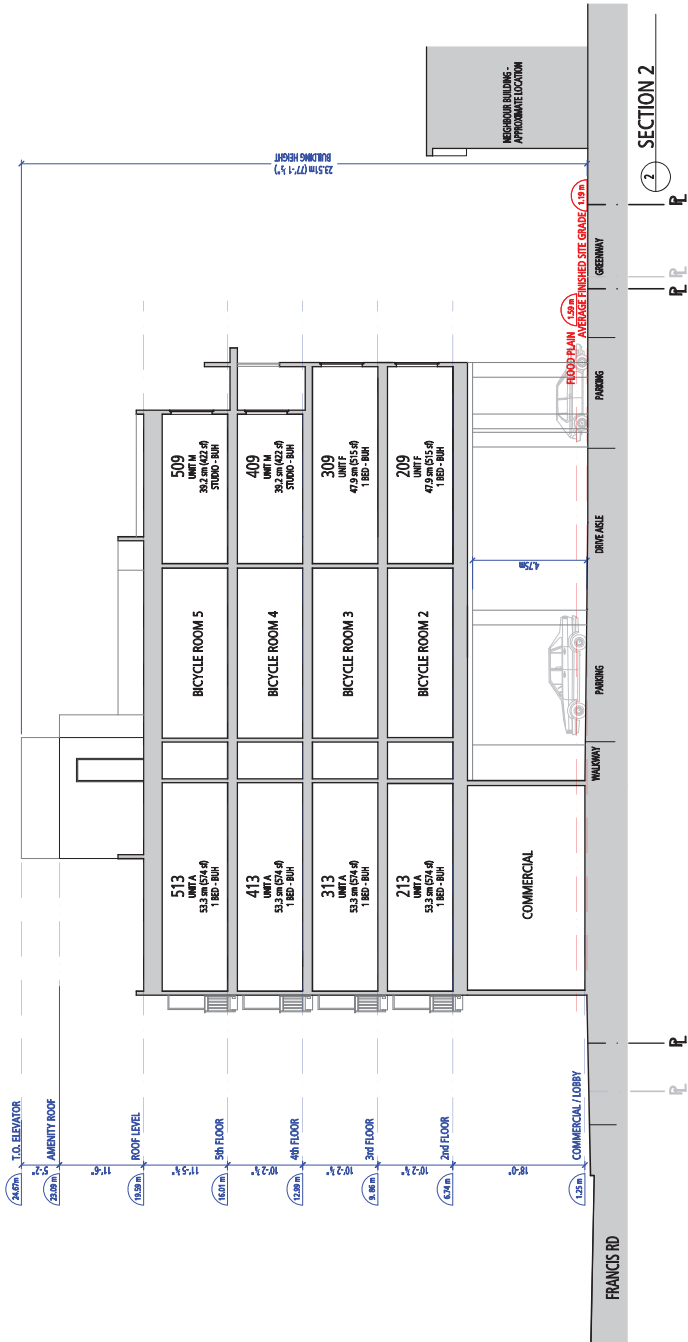


9040 Francis Road
for
PARK DEVELOPMENTS

RZ 24-011883
March 14, 2025



20





MARCH 21, 10 am



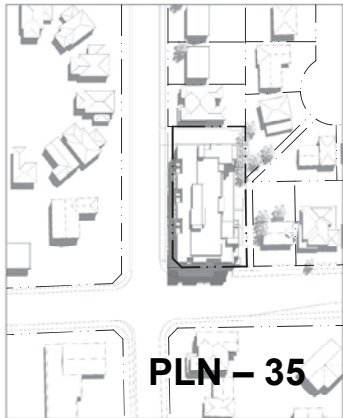
MARCH 21, 12 pm



MARCH 21, 2 pm



MARCH 21, 4 pm



JUNE 21, 10 am



JUNE 21, 12 pm



JUNE 21, 2 pm



JUNE 21, 4 pm



SEPTEMBER 21, 10 am



SEPTEMBER 21, 12 pm



SEPTEMBER 21, 2 pm



SEPTEMBER 21, 4 pm



SHADOW ANALYSIS

SCALE 1 : 1000



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R274-011883
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VIEW 1 NORTH



VIEW 2 NORTH-WEST

PRESPECTIVES

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PARK DEVELOPMENTS

R2 24-011883
March 14, 2025

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VIEW 3 NORTH-EAST



VIEW 4 NORTH-COFFEE SHOP

PERSPECTIVES

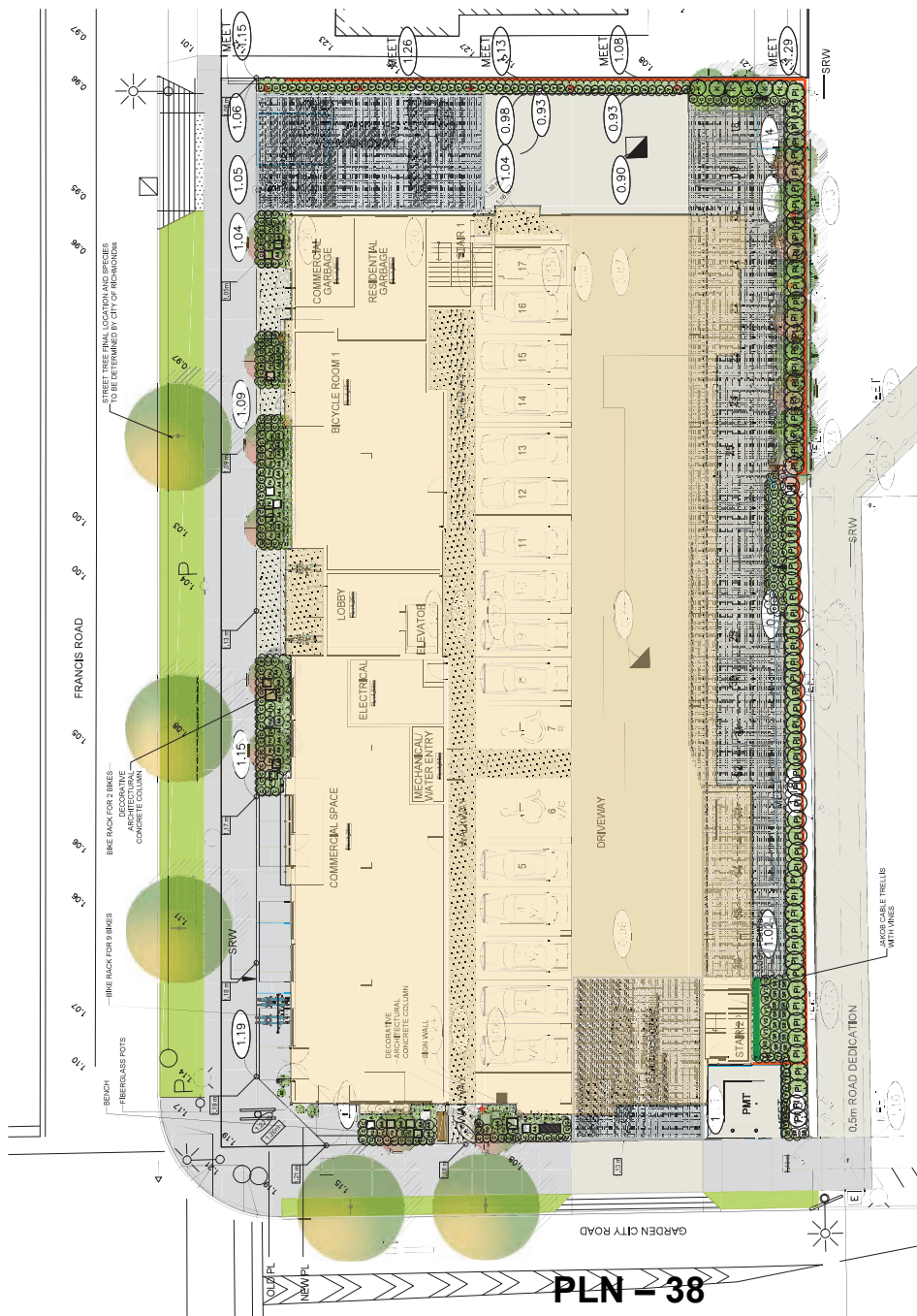
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PARK DEVELOPMENTS

R2 24-011883
March 14, 2025

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200-2425 Oakley Street
Vancouver, BC V6T 4J8
604.373.3897
fougerearch.ca



PLN - 38

<p>FURNITURE LEGEND</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>	 <p>WOODEN BENCH SLAT 11000 POWDER COATED - GUNMETAL UNITE FINISH PAINTED</p>	 <p>WOODEN BENCH SLAT 11000 POWDER COATED - GUNMETAL UNITE FINISH PAINTED</p>	 <p>WOODEN BENCH SLAT 11000 POWDER COATED - GUNMETAL UNITE FINISH PAINTED</p>	 <p>WOODEN BENCH SLAT 11000 POWDER COATED - GUNMETAL UNITE FINISH PAINTED</p>	 <p>WOODEN BENCH SLAT 11000 POWDER COATED - GUNMETAL UNITE FINISH PAINTED</p>	<p>CLIPARTS FSC® cert. 14-100</p>
<p>FENCE LEGEND</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>	<p>LIGHTING</p>  <p>SHIMSLI STYLE</p>  <p>BOLLARD 20 11T</p>	<p>SHIMSLI STYLE</p>  <p>BOLLARD 20 11T</p>	<p>HARDSCAPE LEGEND</p>  <p>CLASSIC STANFORD PAVING SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>	<p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>	<p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>	<p>SHIMSLI STYLE</p>  <p>SHIMSLI STYLE</p>

[illegible][illegible][illegible][illegible]

NOTE:
- PROVIDE DESIGNED BUILD HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM TO ILLA.B.C. STANDARDS TO ALL SOFT LANDSCAPE AREAS.
- SUBSIDIARY ILLA.B.C. STANDARDS TO ALL HARD LANDSCAPE AREAS TO ILLA.B.C. STANDARDS TO ALL SOFT LANDSCAPE AREAS.

PROJECT:
RENTAL
9040 FR
RICHMO

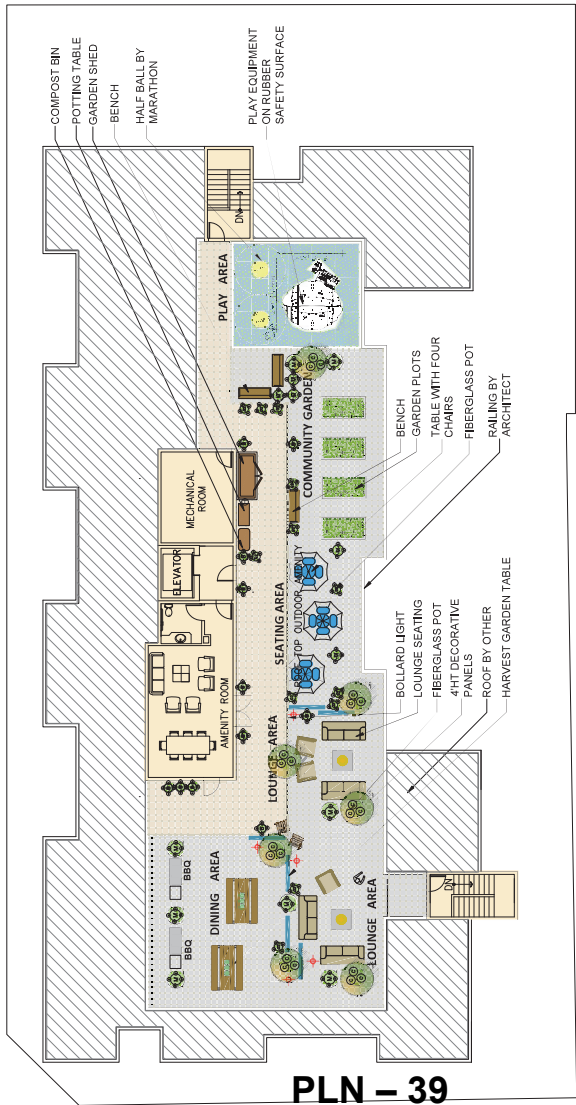
DRAWING TITLE:
**LANDSCAPE PLAN
GROUNDFLOOR**

DATE: February 02, 2025
SCALE: 1/16"=1'-0"

DE A

DATE OF RECEIPT: 11/14/2013

01003 0 300





PLN – 39










HARDSCAPE LEGEND

2'x2' CONCRETE
HYDRATED GLASS INSTALL
PER MANUFACTURER'S
SPECIFICATIONS

MARATHON SURFACES
2'x2' RUBBER TILES

LIGHTING LEGEND	
SYMBOL	STYLE
	BOLLARD 2P-1HT
	UTPCHINA ROADKIN LED BOLLARD

ALL FURNITURE TO BE SURFACE MOUNTED
AS PER MANUFACTURER'S SPECIFICATIONS.

FURNITURE LEGEND	
	CLIPPERD GARDEN SHED KIT
	GARDEN BEDS IN BEDS GARDEN PLOT CORNER TREK
	HANDER OUTDOOR LOUNGE SET NORDICA GARDEN GARDEN TREK
	JANETTE PLAY EQUIPMENT JORDA
	MAJOR GARDEN TABLE 8 LIFESPACE PLOT CORNER TREK
	MAJOR PLAN CLUSTER BEDS PLOT CORNER TREK
	MAJOR GARDEN TABLE 8 LIFESPACE PLOT CORNER TREK
	MAJOR GARDEN TABLE 8 LIFESPACE PLOT CORNER TREK
	MAJOR GARDEN TABLE 8 LIFESPACE PLOT CORNER TREK

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TABLE OF CONTENTS

2	DATA SHEET
3	CONTEXT PLAN
4	SITE PLAN
5	PROPOSED LAYOUT
6	FIRE ACCESS PLAN
7-12	FLOOR PLANS
13	PAVING OVERLAY
14-16	PAVING PLANS
17-18	ELEVATIONS
19-20	SITE SECTIONS
21	WASTE MANAGEMENT PLAN
22	SHADOW STUDY
23-25	PERSPECTIVES



PLN - 41

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9040 Francis Road
for
PARK DEVELOPMENTS

RZ 24-011883
March 31, 2025

FOUQE
architect
202-2425 Quebec Street
Vancouver, BC V5T 4L6

Attachment 3

PROJECT TEAM

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PARK DEVELOPMENT GROUP LTD.
Contact:
Alyson Kocher

[personal information released](#)

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SURVEYOR
TARGET LAND SURVEYING
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Langley, BC V1M 0B2
Contact:
Adam Langley
adam@targetlandsurveying.ca



City of Richmond

Development Application Data Sheet

Development Applications Department

RZ 24-011883

Address: 9040 Francis Road

Applicant: Fougere Architecture Inc.

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	N & Z Futures Ltd.	No Change
Site Size (m²):	2,049 m ²	1,900 m ² (after land dedications)
Land Uses:	Commercial	Mixed-use commercial / residential
OCP Designation:	Commercial (COM)	Limited Mixed Use (LMU)
Zoning:	Neighbourhood Commercial (CN)	Residential/Limited Commercial (ZMU60) – Francis Road (Broadmoor)
Number of Units:	2 commercial units	1 commercial unit & 60 rental housing units

	Required	Proposed	Variance
Floor Area Ratio:	Max. 2.16	2.16	None Permitted
Lot Coverage (% of lot area):	Max. 70%	67.4%	None
Lot Size:	Min. 1,700 m ²	1,900 m ²	None
Setbacks:	North (Francis Rd): Min. 2.0 m West (Garden City Rd): Min. 2.0 m South: Min. 2.9 m East: Min. 7.5 m	North (Francis Rd): 2.0 m West (Garden City Rd): 2.0 m South: 2.97 m East: 7.8 m	None
Building Height:	Max. 24.5 m	23.51 m	None
Off-street Parking Spaces:	Min. 29 (residential) Min. 6 (shared residential visitor / non-residential)	29 (residential) 6 (shared residential visitor / non-residential)	None
Total:	35	35	None
Accessible (included as part of total parking):	Min. 1 (residential) Min. 1 (non-residential)	1 (residential) 1 (non-residential)	None
Car share / small size loading:	Min. 1 (shared) (TDM)	1 (shared)	None
Bicycle Parking – Class 1	Min. 104 (residential) (TDM) Min. 1 (non-residential)	104 (residential) 1 (non-residential)	None
Bicycle Parking – Class 2	Min. 12 (residential) Min. 6 (non-residential) (TDM)	12 (residential) 6 (non-residential)	None
Amenity Space – Indoor:	Min. 100 m ² or cash-in-lieu	47.4 m ² (supplemented with additional outdoor amenity space and to be further reviewed at DP stage)	None
Amenity Space – Outdoor:	360 m ²	423 m ²	None

April 30, 2025

RE: Non-Profit Tenant @ 9040 Francis (RZ 24-011883)

Dear City of Richmond (Planning & Development),

Currently, at one of PARKR's upcoming rental projects in the City of Richmond we have a Non-Profit tenant. Given the city's *Non-Profit Organization Replacement and Accommodation Policy (5051)* we have taken the following steps in conjunction with this policy:

- PARKR has signed a re-negotiated lease agreement with the owner which allows for the tenant to pay 44% of the lease payment as a tax receipt that is below the market rate. This renegotiation was triggered by the tenants as a result of the subject rezoning application, which was heavily considered when designing the lease agreement.
 - PARKR will provide 6 months' demolition clause notice for the NPO (in conjunction with *Policy 5051*)
- PARKR has already engaged a licensed realtor to assist the tenants in securing a new space for the business
- PARKR will not be offering the NPO replacement space at 50% of market rates in perpetuity as it does not align with the current rezoning application due to the nature of the business being incompatible with the constraints and context of this site.

This concludes PARKR's implementation of *Policy 5051*.

Regards,
Parkr Development Group.



Aaryan Kochhar
Managing Partner

Huang,Dilys

From: Lussier, Cynthia
Sent: Thursday, November 14, 2024 1:07 PM
To: 'richardlishiqi@gmail.com'
Subject: FW: Opposition to the proposed rezoning of the two houses at 9040/9080 Francis Road

Hi Richard,

Thank you for your correspondence of July 17th about the rezoning application at 9040/9080 Francis Road (below). My apologies for the delay in providing a response as I've been caught up with many applications the past few months.

The rezoning application at 9040-9080 Francis Road is currently being reviewed. As part of the rezoning application review process, the proposal is reviewed for consistency with the City planning policies and urban design guidelines, and the implications of the proposal on the existing transportation network and servicing infrastructure are reviewed and any required revisions and upgrades to be undertaken by the applicant to support the proposal are identified.

The concerns raised in your email will be summarized in the Staff Report that is ultimately presented to City Council when the application moves forward for consideration, and a copy of your email will be included as an attachment to the Staff Report. Should City Council grant first reading to the bylaw associated with the rezoning application, notices will appear in online news sources and a formal notice will be sent to residents of properties located within 100 m of the site prior to a Public Hearing, at which time additional opportunity to provide feedback will be available. The outcome of the rezoning application process is at the discretion of City Council with consideration of existing City policies and the feedback provided by the public.

If you have any additional comments or questions, or wish to meet with me to view the current drawings associated with the development proposal, please contact me at 604-276-4108 or clussier@richmond.ca.

Cynthia Lussier
Planner 2
 Development Applications Department
 City of Richmond
 Tel. 604-276-4108
 Email: clussier@richmond.ca
www.richmond.ca

From: DevApps <DevApps@richmond.ca>
Sent: July 17, 2024 8:43 AM
To: Lussier, Cynthia <CLussier@richmond.ca>
Cc: DevApps <DevApps@richmond.ca>
Subject: FW: Opposition to the proposed rezoning of the two houses at 9040/9080 Francis Road

From: Richard Li <richardlishiqi@gmail.com>
Sent: July 17, 2024 8:39 AM
To: DevApps <DevApps@richmond.ca>
Subject: Opposition to the proposed rezoning of the two houses at 9040/9080 Francis Road

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

Dear City of Richmond,

I am writing to express my strong opposition to the proposed rezoning of the two houses located at 9040/9080 Francis Road to accommodate a 60-unit residential building. As a resident of this community, I have several significant concerns regarding this development.

Firstly, the current infrastructure, particularly our schools, is already stretched to its limits. Introducing a large influx of new residents would exacerbate the overcrowding issues our schools are currently facing. Our children deserve an environment where they can learn and thrive, but with the additional pressure on educational facilities, the quality of education will inevitably suffer.

Secondly, parking in our neighborhood is already a challenge. The proposed 60-unit building would drastically increase the number of vehicles, leading to severe parking shortages and increased traffic congestion. This not only affects the convenience and quality of life for existing residents but also raises safety concerns, especially for pedestrians and children.

Additionally, our local hospital and healthcare facilities are not equipped to handle a sudden spike in population. The increased demand for medical services could overwhelm these facilities, leading to longer wait times and reduced access to care for all residents. In emergencies, timely medical attention is crucial, and overburdened healthcare services could have dire consequences.

Moreover, the construction of a tall building in a predominantly residential area of single-family homes significantly impacts the privacy and character of our neighborhood. Many residents have expressed discomfort with the idea of having a large, imposing structure overshadowing their homes and invading their personal space. This change would alter the community's aesthetic and could lead to a decline in property values.

In conclusion, while I understand the need for development and growth, it is crucial to consider the capacity of our current infrastructure and the well-being of existing residents. I urge you to reconsider this rezoning proposal and seek alternative solutions that do not compromise the quality of life in our neighborhood.

Thank you for your attention to this matter. I look forward to your thoughtful consideration and response.

Sincerely,

Richard Li
P:587-966-6673

Huang,Dilys

From: Roy Oostergo <roostergo@gmail.com>
Sent: Monday, July 8, 2024 4:25 PM
To: Lussier, Cynthia
Subject: Re: Rezoning application 2024 011883 000 00 RZ

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

Hi Cynthia, no worries at all and thanks very much for sending this again. I could read the PDF document just fine this time.

Can you kindly attach my comments below to the file, or direct me elsewhere to whom I can submit my thoughts.

Re: Rezoning application 2024 011883 000 00 RZ July 8, 2024

Thank you for the opportunity to review the proponent's submission for the above noted file. I appreciate this is early days in the concept and prospective rezoning process but wish to add my comments. While I currently reside in the London Landing area, the neighbourhood in behind the site was our family neighbourhood for 25 years. The corner store which predated the RAPS store was our children's go-to for treats and ours for the occasional necessity so I feel that I know the site well.

The concept plan as proposed is vastly out of proportion with the current neighbourhood - both the historical context of the originally built single family homes and townhouses, and the context of what is currently happening by way of renewal in this master block. That current renewal includes larger homes with additional lot coverage, and higher density townhouses on the larger perimeter roads.

I cannot fathom that such height and density would be considered for what we always considered to be a primarily single family area. The surrounding corners, streets and neighbourhoods all exist in this current context of single family homes. While I understand and would encourage further townhome densification on Garden City and Francis Roads, as is currently taking place, the proposed building form does not belong on this corner.

I would also like to acknowledge that while it is a laudable proposal in terms of providing more rental stock, the laughably smaller units will not provide appropriate, livable space for people seeking to find home and shelter in our city, in my opinion. Please do not approve this proposal in its current form.

With thanks
Roy Oostergo
503-6168 London Road (formerly 9391 Glenbrook Drive) Richmond
604-275-0276

> On Jul 8, 2024, at 4:02 PM, Lussier, Cynthia <CLussier@richmond.ca> wrote:

>

> Hi Roy - my apologies - I will re-send you my earlier email under separate cover with the attachment saved as a pdf version.

>

>

> Cynthia Lussier

> Planner 2

> Development Applications Department

> City of Richmond

> Tel: 604-276-4108

> Email: clussier@richmond.ca

> www.richmond.ca

>

>

>

>

> -----Original Message-----

> From: Roy Oostergo <roostergo@gmail.com>

> Sent: July 8, 2024 11:11 AM

> To: Lussier, Cynthia <CLussier@richmond.ca>

> Subject: Re: Rezoning application 2024 011883 000 00 RZ

>

>

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

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>

> Hi Cynthia, thanks kindly for your reply. However I cannot open the .DRF extension file with any converter I have tried. Can you please send me a copy in a readable format such as PDF or JPG? When I do try to do it online, it produces an error and no readable file.

>

> Thanks

> Roy

>

>> On Jul 8, 2024, at 9:46 AM, Lussier, Cynthia <CLussier@richmond.ca> wrote:

>>

>> Hi Roy,

>> Thank you for your email. The Rezoning Application at 9040 Francis Rd is for a mixed-use development containing commercial space on the ground floor and 60 rental housing units above the ground floor.

>>

>> I have attached a copy of the original plans submitted by the applicant, however this will change over the course of the application review process.

>>

>> Please let me know if you or your neighbours have any questions or would like to submit comments.

>>

>> Thanks,

>> Cynthia Lussier

>> Planner 2

>> Development Applications Department

>> City of Richmond

>> Tel: 604-276-4108

>> Email: clussier@richmond.ca

>> www.richmond.ca

>>

>>

>> -----Original Message-----

>> From: Roy Oostergo <roostergo@gmail.com>

>> Sent: July 4, 2024 10:50 AM

>> To: Lussier, Cynthia <CLussier@richmond.ca>

>> Subject: Rezoning application 2024 011883 000 00 RZ

>>

>>

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

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>>

>>

>> Hi Cynthia,

>>

>> I noticed the rezoning sign at 9040 Francis Rd yesterday and the above-noted rezoning application number. As a former long-time resident of that neighbourhood and with a number of friends still living in that area, I am curious to understand more about what has been proposed.

>>

>> I cannot find any online information other than an in-process spreadsheet containing this rezoning reference and your name as contact on the file. Can you kindly advise how I may review what is being proposed?

>>

>> Thanks

>> Roy Oostergo

>> Richmond BC

>> 604-275-0276

>> <CITYHALL-7649302.PDF.DRF>

>

Huang,Dilys

From: Lussier, Cynthia
Sent: Thursday, June 27, 2024 9:03 AM
To: 'Rhonda Anne'
Subject: RE: Rezoning Application - 9040 Francis Road (RZ 24-011883)

Hi Rhonda,

Thanks for your message below. Your concerns will be summarized in the Staff Report to Council when it goes forward and a copy of your email will be included as an attachment to the Report.

In addition to the sign posted on-site, if you are within 100 m of the site you will be receiving a formal notice of the rezoning application by mail in the coming weeks. There will also be an additional notice in the future sent to all those within 100 m if the application should progress to a Public Hearing.

Cynthia Lussier
Planner 2
Development Applications Department
City of Richmond
Tel: 604-276-4108
Email: clussier@richmond.ca
www.richmond.ca

From: Rhonda Anne <rhonda.anne@live.com>
Sent: June 26, 2024 7:35 PM
To: Lussier, Cynthia <CLussier@richmond.ca>
Subject: Re: Rezoning Application - 9040 Francis Road (RZ 24-011883)

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

Hi Cynthia

Thanks for your email, and nice to finally chat with you.

Here is my concern:

Also mentioned in my voice mails I really think a development of this size, a five storey building with 60 residential units is way too much for our neighbourhood. We have been living and paying taxes on Francis Road since 1996.

I have noticed that the Mosaic Living Williams over at 8031 No. 3 at Williams Road which was recently built has only 33 units and is only a four storey building in a neighborhood that has had other apartment buildings in that same area since 1970s. So why is a building with twice as many units being proposed to be built in our neighbourhood which has been all residential with the exception of the commercial space that was Danny's Market and is now the RAPS Thrift Store and the church across the street from us since at least the 1970s. I would hope that this rezoning application gets amended to be more in line with the present building(s) in the surrounding area, ie. only 33 units. It came as quite a shock to us as

residents who have been living here for many years to find out about the rezoning in our neighborhood by the posting of an orange sign being displayed at the proposal site. Although, we will be glad to say “good riddance” to the junky RAPS Thrift Store, and all it’s unwanted stuff that people seem to drop-off in the middle of the night. I am opposed to this rezoning application at its current proposed number of units in my neighbourhood.

And yes, please pass my concerns, thanks.

Have a great Canada Day weekend!

Warm regards,
Rhonda C.

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From: Lussier, Cynthia <CLussier@richmond.ca>
Sent: Wednesday, June 26, 2024 10:43:47 a.m.
To: 'rhonda.anne@live.com' <rhonda.anne@live.com>
Subject: Rezoning Application - 9040 Francis Road (RZ 24-011883)

Hi Ronda,

Further to our phone tag a few weeks ago, I’ve finally had a chance to catch my breath to email you some information about the proposal at 9040 Francis Road.

The proposal is for a mixed-use development containing commercial uses on the ground floor and 60 rental housing units above the ground floor for a total of 5 stories. The proposed use is consistent with the City’s policies to encourage the development of new purpose-built market rental housing in the City.

The application is currently being reviewed and the ultimate site plan and design will change a bit over the course of the review process to address City staff comments.

There are road and servicing improvements required with the proposed redevelopment, which are to include without limitation dedication of land to the City to accommodate upgrades such as treed/grass boulevards and sidewalks at the applicant’s cost.

I’ve attached the first submission of the proposal, which is still being reviewed and will result in revisions.

If you have concerns and would like to submit formal comments that would be summarized and attached in a report to City Council, you can email me directly. And if you would like to speak by phone, please give me a call.

Thanks,
Cynthia Lussier
Planner 2
Development Applications Department
City of Richmond
Tel: 604-276-4108
Email: clussier@richmond.ca
<http://www.richmond.ca>

OCP Consultation Summary

Staff have reviewed the proposed Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649, with respect to the *Local Government Act* and the City's OCP Consultation Policy No. 5043 requirements, and determined that this report does not require referral to external stakeholders. The table below clarifies this recommendation as it relates to the proposed OCP amendment.

Stakeholder	Referral Comment (No Referral necessary)
Agricultural Land Commission (ALC)	No referral is necessary as the Agricultural Land Reserve is not affected.
Richmond School District No. 38	No referral is necessary as the proposed development involves 60 multiple-family housing units. According to OCP Bylaw Preparation Consultation Policy 5043, which was adopted by City Council and agreed to by the School District, development applications proposing less than 150 multiple-family units above what the current OCP allows for do not need to be referred to the School District. City Staff provide regular updates to the School District on development activities.
The Board of Metro Vancouver	No referral is necessary as the Regional District is not affected.
The Councils of adjacent Municipalities	No referral is necessary as adjacent municipalities are not affected.
First Nations (e.g., Sto:lo, Tsawwassen, Musqueam)	No referral is necessary as First Nations are not affected.
TransLink	No referral is necessary as no transportation road network changes are proposed.
Port Authorities (Vancouver Port Authority and Steveston Harbour Authority)	No referral is necessary as the Port is not affected.
Vancouver International Airport Authority (VIAA) (Federal Government Agency)	No referral is necessary as the proposed amendments do not affect Transport Canada's maximum permitted building height or the OCP Aircraft Noise Sensitive Development Policy.
Vancouver Coastal Health Authority	No referral is necessary as the Health Authority is not affected.
Community Groups and Neighbours	No referral necessary, but the public will have an opportunity to comment on the proposed development at a Public Hearing.
All relevant Federal and Provincial Government Agencies	No referral is necessary because Federal and Provincial Government Agencies are not affected.



Address: 9040 Francis Road

File No.: RZ 24-011883

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10650, the developer is required to complete the following:

1. **(OCP Amendment Adoption)** Final Adoption of OCP Amendment Bylaw 10649.
2. **(Development Permit)** The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director, Development.
3. **(Fees – Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City’s Consolidated Fees Bylaw No 8636, as amended.
4. **(Road Dedication)** Land dedications to accommodate required road cross-section, site corner visibility, and walkway improvements. Subject to the developer providing a functional road plan and detailed design drawings to the satisfaction of the Director, Transportation, it is estimated that the following land dedications are required:
 - a) Approximately 2.0 m along the entire Francis Road frontage for future roadway widening;
 - b) A 4.0 m x 4.0 m corner cut at the intersection of Francis Road and Garden City Road;
 - c) Approximately 0.5 m along the westerly portion (the extent of the existing adjacent walkway) of the subject site’s south property line, to accommodate walkway improvements including a 0.5 m wide lighting strip with pedestrian lighting and a 3.0 m wide concrete pathway.
5. **(SRW)** Granting of an approximately 4.0 m x 2.0 m statutory right-of-way on-site and in close proximity to the Garden City Road and Francis Road intersection for the purposes of utilities and public rights-of-passage to accommodate traffic signal and UPS cabinets. Limited aerial encroachments are permitted for overhead canopies and architectural elements to the satisfaction of the Director, Transportation. Any works essential for public access within the required statutory right-of-way (SRW) are to be included in the Servicing Agreement (SA) and the maintenance and liability responsibility is to be clearly noted. The design must be prepared in accordance with City specifications and standards and the construction of the works will be inspected by the City concurrently with all other SA related works.
6. **(Flood Indemnity Covenant)** Registration of a flood indemnity covenant on Title (Area A).
7. **(Interior Noise – Residential)** Registration of a legal agreement on Title identifying that the proposed development must be designed and constructed in a manner that mitigates potential commercial and traffic noise to the proposed dwelling units. Dwelling units must be designed and constructed to achieve:
 - a) CMHC guidelines for interior noise levels as indicated in the chart below:

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

- b) the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard for interior living spaces.
8. **(Noise – Commercial)** Registration of a legal agreement on Title that identifies the building as a mixed-use building and within 30 m of any residential use, indicating that it is required to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City’s Noise Bylaw and noise generated from rooftop mechanical/HVAC unit operation will comply with the City’s Noise Bylaw.

9. **(Market Rental Units)** Registration of a Housing Covenant to secure the provision of market rental housing, to the satisfaction of the City. The terms of the covenant shall indicate that they apply in perpetuity and shall include, but are not limited to, the following requirements:

- a) The residential use is restricted to residential rental tenure.
- b) All market rental units shall be maintained under single ownership (e.g., within one air space parcel or one strata lot, or legal agreement to the satisfaction of the Director, Development; subdivision of individual market rental units is prohibited).
- c) The imposition of any age-based restrictions on occupants of any market rental housing unit is prohibited.
- d) 100% of units shall be designed to meet the Basic Universal Housing (BUH) features listed in Richmond Zoning Bylaw 8500.
- e) Occupants of the market rental units shall enjoy full and unlimited access to and use of all common indoor areas and common outdoor amenity spaces provided on the lot for the residential use.
- f) No more than prevailing market rent will be charged, and the following unit mix will be provided:

Unit Type	Number of Units ⁽¹⁾	Percentage of Units ⁽¹⁾
Studio	8	14.8%
One-bedroom	24	44.4%
Two-bedroom	22	40.7%
Total	54	100%

⁽¹⁾ Unit mix in the above table may be adjusted to the satisfaction of the City through the Development Permit process subject to approximately 40% of units or greater being family-friendly (two or more bedroom) units.

10. **(Moderate Market Rental Units)** The City's acceptance of the developer's offer to voluntarily contribute moderate market rental housing in the form of Moderate Market Rental (MMR) units, constructed to a turnkey level of finish at the sole cost of the develop, the terms of which voluntary contribution shall include, but will not be limited to, the registration of an MMR Housing Agreement and Housing Covenant to secure six (6) MMR units. The form of the MMR Housing Agreement and Housing Covenant shall be agreed to by the developer and the City prior to final adoption of the rezoning bylaw, after which time, only the Housing Covenant may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit (DP)* and other non-material changes resulting thereof and made necessary by the DP* approval requirements, as determined to the satisfaction of the Director of Development. The terms of the MMR Housing Agreement and Housing Covenant shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements:

- a) The residential use is restricted to residential rental tenure.
- b) The required minimum floor area within the Moderate Market Rental units shall be equal to a combined habitable floor area of at least 332.9 m² (3,583.3 ft²), excluding standard Floor Area Ratio (FAR) exemptions, for the provision of six (6) MMR units.
- c) All MMR units shall be maintained under single ownership (e.g., within one air space parcel or one strata lot, or legal agreement to the satisfaction of the Director of Development; subdivision of individual moderate market rental units is prohibited).
- d) The imposition of any age-based restrictions on occupants of any MMR unit is prohibited.
- e) 100% of units shall be designed to meet the Basic Universal Housing (BUH) features listed in Richmond Zoning Bylaw 8500.
- f) The developer shall, as generally indicated in the table below, ensure that the rental rates and occupant income restrictions for the MMR units are in accordance with the Housing Income Limits (HILs) rates and guidelines established by BC Housing, unless otherwise agreed to by the Director, Development and the Director, Housing, and achieve the project targets for unit mix and BUH standard compliance or as otherwise determined to the satisfaction of the Director of development through an approved DP*:

Unit Type	Maximum Rent Charge ⁽¹⁾⁽²⁾	Total Maximum Household Income ⁽¹⁾⁽²⁾	Unit Mix ⁽¹⁾⁽²⁾
Studio	\$1,450/month	\$58,000 or less	33.3% (2 units)
1-Bedroom	\$1,450/month	\$58,000 or less	33.3% (2 units)
2-Bedroom	\$1,800/month	\$72,000 or less	33.3% (2 units)
Total	Varies	Varies	100% (6 units) 332.9 m² (3,583.3 ft²)

⁽¹⁾ Unit mix in the above table may be adjusted to the satisfaction of the City through the DP application review process subject to at least six (6) Moderate Market Rental Units having a combined habitable floor area of at least 332.9 m² (3,583.3 ft²) is provided, with the same percentage (approximately 40%) or greater of family-friendly (two or more bedroom) units.

⁽²⁾ Maximum household income is based on the Housing Income Limits (HILs) established by BC Housing. The maximum monthly rents and household incomes may be adjusted in accordance with the Moderate Market Rental Housing Agreement. The above-listed rents are calculated using the 2023 BC Housing HILs. Rents are set at 30 percent of the HIL, by unit type, divided by 12 months. Maximum monthly rents will be adjusted according to the year that the units are tenanted.

- g) Occupants of the MMR units subject to the MMR Housing Agreement shall, to the satisfaction of the City (as determined prior to DP* issuance) enjoy full and unlimited access to and use of all on-site common indoor areas and common outdoor amenity spaces provided to residents of the building, at no additional charge to MMR unit tenants unless otherwise stipulated in an MMR Housing Agreement (i.e., no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).
- h) On-site parking (minimum two (2) residential parking spaces, of which at least 50% must be standard spaces), Class 1 bicycle storage (minimum 11 bicycle parking spaces), and related electric vehicle (EV) charging stations shall be provided for the use of MMR unit tenants as per the OCP, Zoning Bylaw, and approved DP* at no additional charge to the MMR unit tenants unless otherwise stipulated in an MMR Housing Agreement (i.e., no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bicycle storage, EV charging stations, or related facilities by MMR unit tenants, unless as permitted by an amendment to Council Policy). These features may be secured via legal agreement(s) on Title prior to DP* issuance.
- i) The MMR units, related uses (e.g., parking, garbage/recycling, hallways, amenities, lobbies), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director, Development.
- j) “No development” shall be permitted, restricting DP* issuance for any building in whole or in part, until the developer, to the City’s satisfaction:
 - i. Designs the lot to provide for the MMR units and ancillary spaces and uses;
 - ii. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the MMR units and ancillary spaces and uses as per the approved DP*; and,
 - iii. As required, registers additional legal agreements on Title to the lot to facilitate the detailed design and/or construction of the MMR units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the DP* review and approval processes.
- k) No Building Permit (BP)* shall be issued for any building, in whole or in part, until the developer provides for the required MMR units and ancillary spaces and uses to the satisfaction of the City.
- l) “No occupancy” shall be permitted, restricting final BP* inspection granting occupancy for any building, in whole or in part, until the required MMR units and ancillary spaces and uses are completed to the satisfaction of the City and have received final BP* inspection granting occupancy.

11. **(Transportation Demand Management Strategy)** Registration of a legal agreement(s) on Title securing the proposed Transportation Demand Management (TDM) measures to support the parking rate reduction, to the satisfaction of the Director, Transportation, including, but not limited to, the following:

- a) **(Enhanced Bicycle Facilities)** The developer/owner shall, at its sole cost, design, install, and maintain on the lot, to the satisfaction of the City as determined via the DP*:
 - i. Class 1 bicycle storage: provided at an increased rate of 1.23 Class 1 bicycle parking spaces per bedroom, with a minimum of one Class 1 bicycle parking space per dwelling unit, including at least 25% of provided spaces as oversized spaces, for residential uses. Conversion of any of the bicycle parking storage

rooms and bicycle maintenance facilities into habitable space or other uses is prohibited. All of the bicycle parking storage rooms must be available for shared common use.

- ii. Class 2 bicycle storage: provided at an increased rate with at least six Class 2 bicycle parking spaces for non-residential uses.
 - iii. Bicycle maintenance facilities to include a bicycle stand, repair tools, and workspace in each bicycle storage room, and to include a hose, hose bibb, and drain in a bicycle wash area, for the shared use of all residents. The facilities shall be identified in the DP* plans and in the BP* plans and provided with wayfinding and identification signage prior to building inspection permitting occupancy, to the satisfaction of the Director of Transportation.
- b) **(Transit Pass Program)** Registration of a legal agreement on Title to ensure the execution and completion of a transit pass program or an equivalent cash contribution to the City's Transportation Demand Management Reserve Fund to the satisfaction of the Director, Transportation. If registration of an agreement to deliver the transit pass program is pursued, it shall include the following method of administration and terms:
- i. Provision of a monthly minimum two-zone transit pass for 100% of the dwelling units (60 units) for two years.
 - ii. Submission of a letter of credit or other form of assurance acceptable to the City for the value of the transit pass program or submission of an executed legal agreement with Translink demonstrating that payment to Translink to facilitate the program has been provided, to the satisfaction of the Director, Transportation.
 - iii. Administration by Translink, housing society, or management company. The owner is only responsible for noting the number of "subscribed" users to the program, until the full unit count is exhausted over a term of two years.
 - iv. If the transit pass program is not fully subscribed within one year, the program is to be extended until the equivalence of the costs of the full one-year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the second year, the remaining funds equivalent to the value of the unsubscribed transit passes are to be transferred to the City through contribution to the City's Transportation Demand Management Reserve Fund, to be used at the discretion of the City consistent with the reserve fund's intent.
 - v. The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy agreements and any rental materials.
- c) **(Car Share Parking and Small Size Loading Space)** One on-site designated parking space complete with electric vehicle supply equipment for the use of car-share vehicle parking or on-site loading determined at the discretion of the City, along with registration of a Public Right of Passage Statutory Right-of-Way (PROP SRW) over the space and the vehicular and pedestrian accesses (subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director, Transportation), to support a car share service, the terms of which shall be generally as follows:
- i. The car share parking space shall be:
 - Provided within the development, along with pedestrian and vehicular access, designed, constructed, equipped, and maintained by the owner, at the owner's cost.
 - Designed to be safe, convenient and universally-accessible.
 - Accessible to all intended users (e.g., general public, car share operator personnel, and car share operator members) at no added cost 24 hours per day, 365 days a year.
 - Identified in the DP* plans and in the BP* plans.
 - Provided with wayfinding and identification signage prior to building inspection permitting occupancy, to the satisfaction of the Director, Transportation.
 - Provided with design features, lighting, and signage as determined through the DP* and SA* processes.
 - ii. Should the car share parking space not be used for car-share purposes (e.g., lack of interest from a car-share provider), use of this parking space shall be at the discretion of the Director, Transportation.
 - iii. Provision of car share membership and charging credits for 100% of the dwelling units.

- d) **(TDM Marketing Brochure)** TDM marketing brochures that will be given to new residents, at the sole cost of the developer/owner, detailing the available TDM measures on-site, including instructions on how to register for the transit pass program.
12. **(Shared Residential Visitor / Non-Residential Parking Spaces)** Registration of a legal agreement on Title ensuring that:
- a) All of the non-residential vehicle parking spaces are shared with residential visitor vehicle parking spaces, and that reserving, selling, leasing, assigning or designating any of the shared vehicle parking spaces to individual uses or users is prohibited.
 - b) All shared vehicle parking spaces are identified as to their intended usage with signage and in the DP* and BP* plans.
13. **(Servicing Agreement)** Enter into a Servicing Agreement (SA)* for the design and construction of transportation network and servicing improvements. A Letter of Credit or cash security for the value of the SA works, as determined by the City, will be required as part of entering into the SA. Works include, but may not be limited to:

A. Frontage Upgrades/Improvements:

- a) At the developer's cost, the developer is required to:
 - i. Install on Francis Road along the subject site's north property line, from south to north:
 - 3.0 m wide concrete sidewalk;
 - Minimum 2.6 m wide grass boulevard with no street trees. All above-grade utilities shall be located within a 0.6 m wide strip along the southern-most section of the boulevard;
 - 0.15 m curb along existing curb alignment; and
 - Tie in with existing travel lane on Francis Road.
 - ii. Install on Garden City Road along the subject site's west property line, from east to west:
 - 3.0 m wide concrete sidewalk;
 - Grass and treed boulevard to existing curb line;
 - 0.15 m curb along existing alignment;
 - Tie in with existing travel lane; and
 - Raised centre median along Garden City Road along the subject site, extending south of the south property line as required for appropriate road geometric design to enforce right-in-right-out access.
 - iii. Install along the subject site's south property line, from north to south:
 - 0.5 m wide lighting strip with pedestrian lighting and grass; and
 - 3.0 m wide concrete pathway.
 - iv. Remove existing driveways and construct new driveways as follows:
 - One driveway near the south property line of the subject site along its Garden City Road frontage; and
 - One right-in/right-out driveway near the east property line of the subject site along its Francis Road frontage, with access control enforced through a centre dividing median in the driveway.
 - v. Relocate above-grade utilities as required to provide for sidewalks and walkways that are clear of any obstructions.
 - vi. Pavement restoration along the site's Garden City Road and Francis Road frontage as required.
 - vii. Tie-in of all frontage upgrades to existing infrastructure beyond the subject site's frontage.
 - viii. Restoration and/or relocation of signage and pavement markings to accommodate the above works.

B. Traffic Signal Upgrades:

- a) At the developer's cost, the developer is required to provide:
 - i. As noted in the above rezoning considerations, a 4.0 m x 2.0 m SRW on the subject site for the installation of a traffic cabinet and uninterruptible power supply (UPS);
 - ii. New traffic cabinet;
 - iii. New UPS complete with hydro service;
 - iv. New traffic pole on the southeast corner (development frontage) complete with traffic signal displays and pedestrian displays;

- v. New LED street light luminaires on all traffic poles;
 - vi. New electrical conduit, cable conductors, junction boxes as required for system upgrades;
 - vii. New detector loops impacted by construction;
 - viii. The exact scope shall be confirmed through review of a complete set of traffic signal design drawings to be included as part of the SA*.
- b) The following traffic signal equipment may be re-used:
- i. LED street name signs;
 - ii. Audible pedestrian signals (APS)

C. Water Works:

- a) Using the OCP Model, there is 501.0 L/s of water available at a 20 psi residual at the Garden City Road frontage. Based on your proposed development, your site requires a minimum fire flow of 200 L/s.
- b) At the developer's cost, the developer is required to:
- i. Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - ii. Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - iii. Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) and any appurtenances (for example, the bypass on W2n-SD) and 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the SA* process.
 - iv. Replace the existing AC water main at the Francis Road frontage if it will be impacted by the proposed frontage improvement works. The required replacement of the existing AC water main is subject to the Transportation Department's requirements (i.e., replacement of the existing curb and gutter at its existing location or in a new alignment).
- c) At the developer's cost, the City will:
- i. Cut, cap, and remove all existing water connections and meters servicing the subject site.
 - ii. Install a new water service connection complete with a water meter and water meter box along the Francis Road frontage of the subject site for the proposed site in a right-of-way which will be provided by the developer as per City's specifications.
 - iii. Complete all tie-ins for the proposed works to existing City infrastructure.

D. Storm Sewer Works:

- a) At the developer's cost, the developer is required to:
- i. Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the SA* design.
 - ii. Upgrade the existing 300 mm diameter storm sewer main at the south frontage of the subject site. The size shall be determined through a capacity analysis under the OCP condition or minimum 600 mm diameter as per City's specifications. The final alignment of the new storm sewer main shall be determined through the SA* review process.
 - iii. Replace existing storm manhole STMH4195 with new appropriate size manhole for a minimum 600 mm diameter main to west.
 - iv. Granting of an approximately 1.0 m wide statutory right-of-way for the purposes of utilities to accommodate a pathway storm sewer main along the south property line of the subject site. Exact right-of-way dimensions to be finalized via the SA* process.
- b) At the developer's cost, the City will:
- i. Complete all tie-ins for the proposed works to existing City infrastructure.
 - ii. Remove existing storm inspection chamber STIC60273 and cap lead at main.

- iii. Cut and cap the existing storm connection at the west of the existing inspection chamber STIC46605 at the north-east corner of the subject site.
- iv. Provide new storm connection, complete with inspection chamber, off of the new upgraded pathway storm main along the south frontage of the subject site.

E. Sanitary Sewer Works:

- a) At the developer's cost, the developer is required to:
 - i. Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
 - ii. Install a new sanitary manhole at the southeast corner of the subject site along the existing sanitary sewer main (i.e., to facilitate removal/abandonment of the sanitary sewer).
 - iii. Install a new sanitary connection, complete with inspection chamber, off of the new sanitary manhole at the southeast corner of the subject site.
 - iv. If the neighbouring trees at the south property line can be removed:
 - (1) Remove and legally dispose approximately 24 m of the sanitary sewer along the south property line of the subject site, including the sanitary inspection chamber and manhole at the end of the existing sanitary sewer system.
 - (2) The owner may request the discharge of the existing sanitary sewer rights-of-way (LTO charge numbers: D65286 and E26159) along the south property line following removal of the sanitary sewer and replacement with the agreement in (3) below, and the City will execute a discharge to be filed at the owner's expense.
 - (3) Provide a 3.0 m by 4.0 m right-of-way at the southeast corner of the subject site to accommodate the new sanitary manhole and inspection chamber.
 - v. If the neighbouring trees at the south property line cannot be removed:
 - (1) Fill and abandon, as per MMCD, approximately 24 m of the sanitary main along the south property line, including the sanitary inspection chamber and manhole at the end of the existing sanitary sewer system.
- b) At the developer's cost, the City will:
 - i. Complete all tie-ins for the proposed works to existing City infrastructure.
 - ii. Cut and cap, at the inspection chamber SIC5776, the existing sanitary service connection located at the southeast corner of the subject site. Retain the inspection chamber to service adjacent properties.

F. Lighting:

- a) At the developer's cost, the developer is required to:
 - i. Review street lighting levels along all road and lane frontages, and upgrade as required. In areas where the existing streetlight conduit is under the sidewalk but will become under the boulevard as part of the frontage improvements, the streetlight conduit must be lowered in order to provide adequate depth of cover.
 - ii. Provide new LED street light luminaires on all traffic poles.
 - iii. Install within the 0.5 m wide lighting strip along the subject site's south property line, for the extent of the existing adjacent walkway, pedestrian lighting and grass.

G. General Items:

- a) At the developer's cost, the developer is required to:
 - i. Complete other frontage improvements as per Transportation requirements.
 - ii. Coordinate with BC Hydro, TELUS, and other private communication service providers:
 - (1) To pre-duct for future hydro, telephone, and cable utilities along all road frontages.
 - (2) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (3) To underground overhead service lines.

- (4) Relocate the existing BC Hydro poles at the Francis Road frontage that conflict with the standard City sidewalk that are normally located at the property line. The required pole relocation is subject to the Transportation Department's requirements.
- (5) Relocate the existing street light at Garden City frontage that conflict with the walkway along the south property line. The required street light relocation is subject to the Transportation Department's requirements.
- iii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the subject site but not within existing storm or sanitary rights-of-ways (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the above-ground structures. If a private utility company does not require an above-ground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory rights-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA* design approval:
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m
 - Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw cable kiosk – 1.0 x 1.0 m
 - TELUS FDH cabinet – 1.1 x 1.0 m
- iv. Provide, prior to start of site preparation works or within the first SA* submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
- v. Provide a video inspection report of the existing storm sewers and sanitary sewer along the road frontages prior to start of site preparation works or within the first SA* submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e., pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the developer's cost.
- vi. Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the SA* design.
- vii. Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
- viii. Submit a proposed strategy at the BP* stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.
- ix. Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.

- x. Coordinate the SA* design for this development with the SA(s) for the adjacent development(s), both existing and in-stream (e.g., including 9200-9340 Francis Road). The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the SA designs are consistent. The City will not accept the first submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - (1) Corridors for City utilities (existing and proposed water, storm sewer, sanitary, and DEU) and private utilities.
 - (2) Pipe sizes, material, and slopes.
 - (3) Location of manholes and fire hydrants.
 - (4) Road grades, high points, and low points.
 - (5) Alignment of ultimate and interim curbs.
 - (6) Proposed street lights design.
- xi. Enter into, if required, additional legal agreements, as determined through the subject development's SA(s)* and/or DP(s)*, and/or BP(s)* to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, pre-loading, ground densification, or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. **(Acoustical and Mechanical Report)** Complete an acoustical and thermal/mechanical report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g., ground source heat pumps, heat exchangers, and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

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

2. **(Energy Step Code)** Submit a statement by the Coordinating Registered Professional confirming that the applicable Energy Step Code performance targets have been considered in the design, and that a Qualified Energy Modeller has been engaged to ensure that the proposed design can achieve the applicable performance targets. For buildings where a "step down" relaxation is allowed with the use of low-carbon energy systems, the statement must identify whether that option will be pursued. In addition, the general thermal characteristics of the proposed building skin (e.g., effective R-values of typical wall assemblies, U-values and solar heat gain coefficients of fenestration, window-to-wall ratios, thermal breaks in balconies and similar features) must be presented in the proposal such that the passive energy performance of the building can be assessed and discussed. A one-page summary of the envelope energy upgrades and other energy efficiency measures would be acceptable.

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

1. **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. The Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for Work on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. **(Rezoning and Development Permit)** Incorporation of measures in BP* plans as determined via the Rezoning and/or DP* processes.

3. **(Latecomer Agreements)** If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
4. **(Construction Hoarding)** Obtain a BP* for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the BP*. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director, Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification, or other activities that may result in settlement, displacement, subsidence, damage, or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

(Signed copy on file)

Signed

Date



**Richmond Official Community Plan Bylaw 9000
Amendment Bylaw 10649 (RZ 24-011883)
9040 Francis Road**

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

1. Richmond Official Community Plan Bylaw 9000, as amended, is further amended by repealing the existing land use designation in Attachment 1 to Schedule 1 (City of Richmond 2041 OCP Land Use Map) thereof of the following area and by designating it “Limited Mixed Use”.

P.I.D. 007-151-233

Lot A Section 27 Block 4 North Range 6 West New Westminster District Plan 35222

2. This Bylaw may be cited as “**Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 10649**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER





**Richmond Zoning Bylaw 8500
Amendment Bylaw 10650 (RZ 24-011883)
9040 Francis Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following into Section 20 (Site Specific Mixed Use Zones), in numerical order:

“20.60 Residential / Limited Commercial (ZMU60) – Francis Road (Broadmoor)

20.60.1 Purpose

This **zone** provides for mixed-use development consisting of **residential rental tenure apartment housing** and a limited range of **commercial uses** and compatible **secondary uses**.

20.60.2 Permitted Uses

- **housing, apartment**
- **office**
- **restaurant**
- **service, financial**
- **veterinary service**

20.60.3 Secondary Uses

- **boarding and lodging**
- **community care facility, minor**
- **home business**

20.60.4 Permitted Density

1. The maximum **floor area ratio** is 2.16, of which:
 - a) a maximum of 2.06 is for residential **uses** only, which must include no less than six (6) **moderate market rental units**, where such **moderate market rental units**:
 - i. have a combined **habitable space** of at least 332.9 m²; and
 - ii. are subject to a **moderate market rental housing agreement** to apply in perpetuity with respect to the **moderate market rental units**, which agreement the owner must enter into with the **City** and register against title to the **lot** and file a notice in the Land Title Office;
 - b) a minimum of 0.1 is for non-residential **uses** only;together with an additional 0.1 **floor area ratio** provided that the additional **floor area** is used entirely to accommodate indoor **amenity space**.
2. Bicycle, garbage, and recycling facilities may be excluded in the calculation of maximum **floor area ratio**.

20.60.5 Permitted Lot Coverage

1. The maximum **lot coverage** for **buildings** is 70%.

20.60.6 Yards & Setbacks

1. The minimum **setback** from any **road** is 2.0 m, except that the northwest corner of the principal **building** may project into the minimum **setback** up to the corner cut **lot line** as specified by a Development Permit approved by the **City**.
2. The minimum **setback** to the south **lot line** is 2.9 m.
3. The minimum **setback** to the east **lot line** is 7.5 m.
4. No **balconies** are permitted to project into the minimum **setback** to the south **lot line**.

20.60.7 Permitted Heights

1. The maximum **height** for **buildings** is 24.5 m.
2. The maximum **height** for **accessory buildings** is 5.0 m.
3. The maximum **height** for **accessory structures** is 12.0 m.

20.60.8 Minimum Lot Size

1. The minimum **lot area** is 1,700 m².

20.60.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

20.60.10 On-Site Parking & Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0, except as follows:
 - a) the minimum number of **parking spaces** for the residential **uses** is:
 - i. for **moderate market rental units**: 0.33 **parking spaces** per **dwelling unit**;
 - ii. for **apartment housing**, excluding the **moderate market rental units**: 0.5 **parking spaces** per **dwelling unit**;
 - b) the minimum number of shared residential visitor and non-residential **parking spaces**: the greater of 0.1 **parking spaces** per **dwelling unit** or six **parking spaces**;
 - c) on-site **parking spaces** shall be located no closer than 3.0 m to a **lot line** which abuts a **road**, and no closer than 0.85 m to any other **lot line**, provided that appropriate landscaping is provided in accordance with Section 6.0;

- d) the minimum manoeuvring aisle width for 90° parking angle: 6.7 m for all **uses**;
- e) provision of one publicly accessible **parking space** with **electric vehicle supply equipment**, for the purposes of car share or small sized loading;
- f) the minimum number of required medium **loading spaces** for the **site** is one undesignated medium **loading space** shared between the residential and non-residential **uses**; and
- g) long-term secured bicycle parking may be located above-**grade**.

20.60.11 Residential Rental Tenure

1. All **dwelling units** in this **zone** are restricted to **residential rental tenure** only.

20.60.12 Other Regulations

1. For the purposes of this **zone**, the following definitions apply:
 - a) **restaurant** means a facility for the retail sale of coffee, tea or similar beverages, for off-**site** or on-**site** consumption, and may include limited production, preparation and retail sale of food products.
 - b) **CPI** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
 - c) **HILS Monthly Gross Income** means one twelfth of the annual gross household income applicable to the **dwelling unit** based on number of bedrooms as set out in the **HILS Report**;
 - d) **HILS Report** means BC Housing's Housing Income Limit Report for the City of Richmond, and if the City of Richmond is not listed, for the City of Vancouver;
 - e) **moderate market rental unit** means a **dwelling unit** that is subject to a **moderate market rental housing agreement** and **residential rental tenure**; and
 - f) **moderate market rental housing agreement** means an agreement in a form satisfactory to the **City**, which limits occupancy of the **dwelling unit** that is subject to the agreement to persons, families and **households** that qualify for moderate market rental housing based on their **household** income and sets out the maximum permitted rent as follows:
 - i. the maximum rent charged for any **moderate market rental unit** will be 30% of the **HILS Monthly Gross Income** for the applicable calendar year. However, should a **HILS Report** not be published as of February 1 of any year, the previous year's maximum rent is increased by any increase in **CPI** for the previous calendar year; and
 - ii. while persons, families and **households** are in occupation of a **moderate market housing unit**, rent may only be increased annually by the maximum percentage rent increase permitted under the *Residential Tenancy Act* (BC).

2. Notwithstanding Sections 20.60.2 and 20.60.3, **apartment housing, boarding and lodging**, and **home business uses** are only permitted on the second and upper floors of a **building** (exclusive of residential **building** entrance lobbies, which are permitted on the ground floor of a **building**).
 3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "**RESIDENTIAL / LIMITED COMMERCIAL (ZMU60) – FRANCIS ROAD (BROADMOOR)**".
- P.I.D. 007-151-233
Lot A Section 27 Block 4 North Range 6 West New Westminster District Plan 35222
3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 10650**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER





City of Richmond

Report to Committee

To: Planning Committee
From: Joshua Reis
Director, Development

Date: May 20, 2025
File: RZ 23-026410

Re: Application by Matthew Cheng Architect Inc. for Rezoning at 8160 No. 5 Road
from Agriculture (AG1) to Assembly (ASY)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, for the rezoning of the westerly 110 m of 8160 No. 5 Road from "Agriculture (AG1)" to "Assembly (ASY)" to facilitate the proposed assembly use (religious statues), associated parking, existing barn and proposed roadside stand be introduced and given first reading.

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

JR:jsh

Att. 8

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER

Staff Report

Origin

Matthew Cheng Architect Inc., has applied on behalf of Thrangu Monastery Association, to the City of Richmond to rezone the westerly 110 m (360.9 ft) of 8160 No.5 Road from “Agriculture (AG1)” to “Assembly (ASY)” to allow religious statues and an accessory parking lot associated with the existing religious assembly use at 8140 No. 5 Road. The rezoning would also facilitate the proposed roadside stand on the frontlands. The existing agricultural building on the site is proposed to be retained. A location map and an aerial photograph are included in Attachment 1. Architectural plans are provided in Attachment 2.

The applicant also proposes to consolidate 8140 and 8160 No. 5 Road into one lot.

A Non-Farm Use application was presented to Council on January 16, 2023, and Council resolved to forward the application to the ALC. On June 15, 2023, the South Coast Regional Panel of the Agricultural Land Commission approved the proposal. This application is generally consistent with the Non-Farm Use application, with minor amendments to the landscape plan including a decrease in provided parking stalls and an increase in retained trees.

Findings of Fact

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

Surrounding Development

- To the North: Religious assembly building with surface parking area and agriculture on a site split-zoned “Assembly (ASY)” on the westerly 110 m and “Agriculture (AG1)” on the remaining back lands, fronting No. 5 Road. The property is also owned by Thrangu Monastery Association and proposed to be consolidated with the subject property.
- To the South: Religious assembly building with surface parking area and agriculture use on a site split-zoned “Assembly (ASY)” and “Agriculture (ASY)”, fronting No. 5 Road.
- To the East: Religious assembly and school buildings with surface parking area and playground on a site zoned “Assembly (ASY)”, fronting Blundell Road.
- To the West: Across No. 5 Road, single-family dwellings on properties zoned “Agriculture (AG1)”.

Related Policies & Studies

Official Community Plan/East Richmond Area McLennan Sub-Area Plan

The subject site is split-designated “Community Institutional (INST)” (“Frontlands”) and “Agriculture (AGR)” (“Backlands”) in the Official Community Plan (OCP). The subject site is also split-designated “Agriculture and Religious Assembly” and “Agriculture” in the McLennan Sub-Area Plan. The McLennan Sub Area Map is found in Attachment 4. “Community Institutional (INST)” includes those areas intended for institutions engaged in religious, educational or cultural activities, and may include other uses as permitted under OCP policies. “Agriculture (AGR)” includes those areas where the principal use is agriculture and food production, but may include other land uses as permitted under the Agricultural Land Commission Act (ALCA). The proposal is consistent with these designations.

No. 5 Road Backlands Policy

The subject site is located within the No. 5 Road Backlands Policy area, as identified in the City’s OCP. The Policy allows religious assembly uses on the westerly 110 m (“Frontlands”), subject to the remaining portions (“Backlands”) being actively farmed. As per the Policy, all applicants proposing to develop new religious assembly facilities or expand existing religious assembly facilities must either:

- Provide evidence of farm status under the BC Assessment Act to demonstrate that the subject parcel has been farmed for five consecutive years; or
- Provide evidence that the Backlands portion of the subject parcel is currently available for farming via a lease registered on title between the property owner and a legitimate farming enterprise for a term of at least five years, and either:
 - Provide evidence that the parcel is currently being farmed; or
 - Provide a plan for how it will be farmed (to be produced by a Professional Agrologist). The applicant has provided evidence of farm status under the BC Assessment Act to demonstrate that both 8160 No. 5 Road (subject parcel) and 8140 No. 5 Road (associated parcel) have been farmed for five consecutive years.

The applicant has provided evidence that the parcel is currently being farmed through submission of BC assessments documents identifying that the subject parcel has been farmed for five consecutive years. A Farm plan is on file and identifies that the back lands are farmed for a variety of different fruits and produce including apples, pears, Asian pears, peaches, cherries, tomatoes, peppers, and lettuce, among others. The applicant has provided sufficient documentation demonstrating active farming operations in the backlands of the site and has agreed to enter into a legal agreement on Title specifying the use of the “Backlands” as agriculture and restricting any non-farm related services or uses.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. The subject site is located in an area with a designated Flood Construction Level (FCL) of 2.9 m GSC. Registration of a flood plain covenant on Title is required prior to final adoption of the rezoning bylaw.

Environmentally Sensitive Area Designation

The property contains a small portion of Environmentally Sensitive Area (ESA) designation at the rear of the property, which is currently separated from the agricultural activities by hedging. The proposed assembly use does not encroach into the ESA area and the ESA does not apply to the agriculture activities that take place in the rear of the property. No impact to the ESA is proposed as part of this application.

Food Security and Agricultural Advisory Committee

The proposal was previously reviewed and supported by the Food Security and Agricultural Advisory Committee (FSAAC) when being reviewed as a Non-Farm Use application. An excerpt from the October 27, 2022 FSAAC meeting minutes is provided in Attachment 5.

Analysis

Proposed Land Use

The purpose of the subject rezoning is to allow religious statues, an accessory parking lot, a proposed roadside stand, and an existing agricultural building within the westerly 110 m of 8160 No. 5 Road, in association with the existing religious assembly use at 8140 No. 5 Road (Thrangu Monastery Association). The remaining “Backlands” would continue to be farmed.

The proposed eight religious statues, known as “stupas”, will have a maximum height of 4.11 m. The proposed roadside stand building is approximately 53.5 m² (576 ft²) in indoor floor area and 53.5 m² (576 ft²) outdoor floor area, and is proposed to only sell farm product produced on the farm.

The proposed accessory parking lot contains 49 vehicle parking stalls, including the six required parking stalls for the roadside stand building. The remaining spaces will supply overflow parking for monastery special events. The total supply of parking between the two sites is 114 stalls which exceeds the zoning requirements for religious assembly use.

The parking lot is proposed to consist of a combination of asphalt and permeable materials (permeable pavers) and no additional fill is anticipated as the parking lot is at grade. Should any additional fill be required the applicant may be required to obtain additional approvals from the ALC.

Farm Operation

Currently, the front portion of the subject site is used as an informal overflow parking lot for the existing religious assembly use at 8140 No. 5 Road. The remaining portion is actively farmed and contains an accessory building for farm equipment and supplies. The applicant has provided evidence of farm status under the BC Assessment Act to demonstrate that both 8160 No. 5 Road (subject parcel) and 8140 No. 5 Road (associated parcel) have been farmed for five consecutive years. The existing farm operation includes vegetables, fruits, ornamental flowers and an orchard. Thrangu Monastery Association manages the farm, sells farm product to members by donation and donates excess to local food banks.

Prior to rezoning bylaw adoption, the applicant proposes to 8140 and 8160 No. 5 Road, which would result in a total parcel area of 1.9 ha, with 1.1 ha dedicated to agricultural uses and 0.8 ha to religious assembly use.

Farm Access Road

The No. 5 Road Backlands Policy requires registration of a statutory right-of-way on title for a future farm access road along the eastern edge of the property along the backlands. The intent of the future farm access road is to facilitate connections between the agricultural backland portions of properties within the Policy area. Prior to rezoning bylaw adoption, the applicant is required to provide a 4 m wide right-of-way along the eastern edge of the subject property (8160 No. 5 Road) and the adjacent property to the north (8140 No. 5 Road).

ALC Non-Farm Use

While the proposed rezoning would permit assembly uses on site, the parcel remains in the ALR, and is subject to the ALR Use Regulations. The ALC approved the associated Non-Farm Use application on June 15, 2023. Any additional religious assembly uses other than those currently approved through the previous approved Non-Farm Use application may require a new Non-Farm Use application and be subject to Council and ALC approval.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses nineteen bylaw-sized trees on the subject property including three trees that will be on City property following road dedication, and six trees on neighbouring properties.

At the time of the Non-Farm Use application, staff supported the following:

- Three trees located on-site to be retained and protected (Tag# 14, 428 and 433);
- Five trees located on-site to be relocated (Tag# 1, 5, 6, 425 and 426);
- Eight trees located on-site to be removed (Tag# 2, 7, 8, 11, 12, 424, 427 and 434);
- Three trees located on-site will be located on City property following road dedication to be retained and protected (Tag# 13, 431 and 432); and

- Three trees, located on neighbouring property to be retained and protected (Tag# 9, 10 and 16).

The applicant has submitted an updated Arborist Report and has worked with staff to modify their tree retention plan to retain five additional on-site trees above what was identified at the time of the Non-Farm Use application.

During the processing of the subject application, staff became aware that three trees (Tag# 2, 7 and 424) were removed from the site without City authorization and four trees (Tag# 1, 5, 6 and 425) were relocated (with supervision by a certified Arborist) prior to receiving authorization from the City. The unauthorized tree removal included three of the eight trees that had been identified for removal at the time of the non-farm use application. After review by the City's Tree Preservation Coordinator, the property owner will be fined \$3,000.00. In addition, the applicant has agreed to provide a 3:1 replacement to compensate for the three trees removed without authorization.

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

- Eight trees located on site (Tag# 8, 11, 12, 14, 427, 428, 433 and 434) were identified in the Arborist report to be retained and protected.
- Five trees located on site (Tag# 1, 5, 6, 425 and 426) were identified in the Arborist report as to be relocated.
- Three trees located on site (Tag# 2, 7 and 424) which have been removed, had unresolvable canopy defects due to past poor pruning and have decay cavities.
- Three trees (Tag# 13, 431 and 432) currently located on-site will be located on City property following road dedication. These trees are to be retained and protected. A survival security is required for these trees.
- Three trees (Tag# 9, 10 and 16) located on neighbouring property to the South are to be retained and protected as per the Arborist report recommendations.
- Replacement trees to be provided at a 3:1 ratio.

Tree Replacement

In consideration of the three trees identified for removal and which were removed without authorization (Trees Tag# 2, 7 and 424), the applicant has agreed to provide replacement trees at a 3:1 ratio, therefore requiring the planting of nine replacement trees. The applicant has agreed to plant a total of 41 new trees on 8160 No. 4 Road. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
9	8 cm	4 m

Tree Protection

Eight trees located on site, three future City trees located within the road dedication, and three trees on neighbouring properties are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 6). To ensure that the trees identified for retention are protected at the development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission of a tree survival securities being:
 - \$100,000.00 for the retention of eight on-site trees and five on-site trees to be relocated; and
 - \$30,000.00 for the retention of the three trees within the future City road dedication.
- Prior to undertaking any works on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Landscaping

The applicant has submitted a Landscape plan (Attachment 7). Live landscaping includes adequate buffering and screening along the perimeter of the site, offering visual screening from No. 5 Road. A diversity of trees are proposed including a variety of native species. The applicant has agreed to enter into a legal agreement on title to ensure that landscaping planted along No. 5 Road is maintained and will not be abandoned or removed.

The applicant has also proposed a 3 m landscape buffer between the proposed "Assembly (ASY)" zoned portion of the property and the "Agriculture (AG1)" zoned portion, similar to the existing buffer at 8160 No. 5 Road. As per the OCP DP Guidelines, appropriate landscaped buffers between agricultural and non-agricultural lands are encouraged. The proposed landscape buffer will be located on the "Assembly (ASY)" zoned portion of the property, within the westerly 110 m.

The applicant is proposing a parking area (driveway and parking stalls) comprised of approximately 47 per cent permeable pavers. The plaza where the Stupas will be located will consist of colourful and intricately patterned pavers consisting of sand brown, red, charcoal and desert sand colours. Details on the paver pattern and colours are found in Attachment 2.

In order to ensure that the proposed landscape works are completed, the applicant is required to provide a Landscape Security of \$274,222.62 (based on the cost estimate provided by the Landscape Architect) prior to final adoption of the rezoning bylaw.

Transportation and Site Access

A 4 m wide road dedication along the subjects site's entire No. 5 Road frontage has been secured for road widening, consistent with the dedication provided at 8140 No. 5 Road. The existing driveway entrance at 8160 No. 5 Road is to be closed via a gate and lock except for emergency vehicles, and the existing access at 8140 No. 5 Road is to be maintained as the primary access.

That upon consolidation the site would have 114 vehicle parking stalls, which meets the requirements under the City's zoning bylaw and has been confirmed by the applicant as meeting the needs for the site, including during special events. The proposed parking will also provide parking for the monastery's volunteers who work on the farm and visitors who wish to purchase farm product from the proposed roadside stand.

Site Servicing and Frontage Improvements

Prior to final adoption of Rezoning, the developer is required to enter into the City's standard Servicing Agreement for the design and construction of required frontage and engineering works including, but not limited to (Attachment 8):

- The removal of the existing driveway letdown at 8160 No 5 Road;
- A new 3.5 m wide sidewalk and 1.5 m wide boulevard along the frontages of both 8160 and 8140 No. 5 Road; and
- Sanitary upgrades.

Financial Impact

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

Conclusion

Matthew Cheng Architect Inc., has applied on behalf of Thrangu Monastery Association, to the City of Richmond to rezone the westerly 110 m (360.9 ft) of 8160 No. 5 Road from "Agriculture (AG1)" to "Assembly (ASY)" to allow religious statues, an accessory parking lot, a proposed roadside stand, and an existing agricultural building within the westerly 110 m of 8160 No. 5 Road, in association with the existing religious assembly use at 8140 No. 5 Road (Thrangu Monastery Association).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10662 be introduced and given first reading.

A handwritten signature in blue ink, reading "James Hnatowich". The signature is written in a cursive, flowing style.

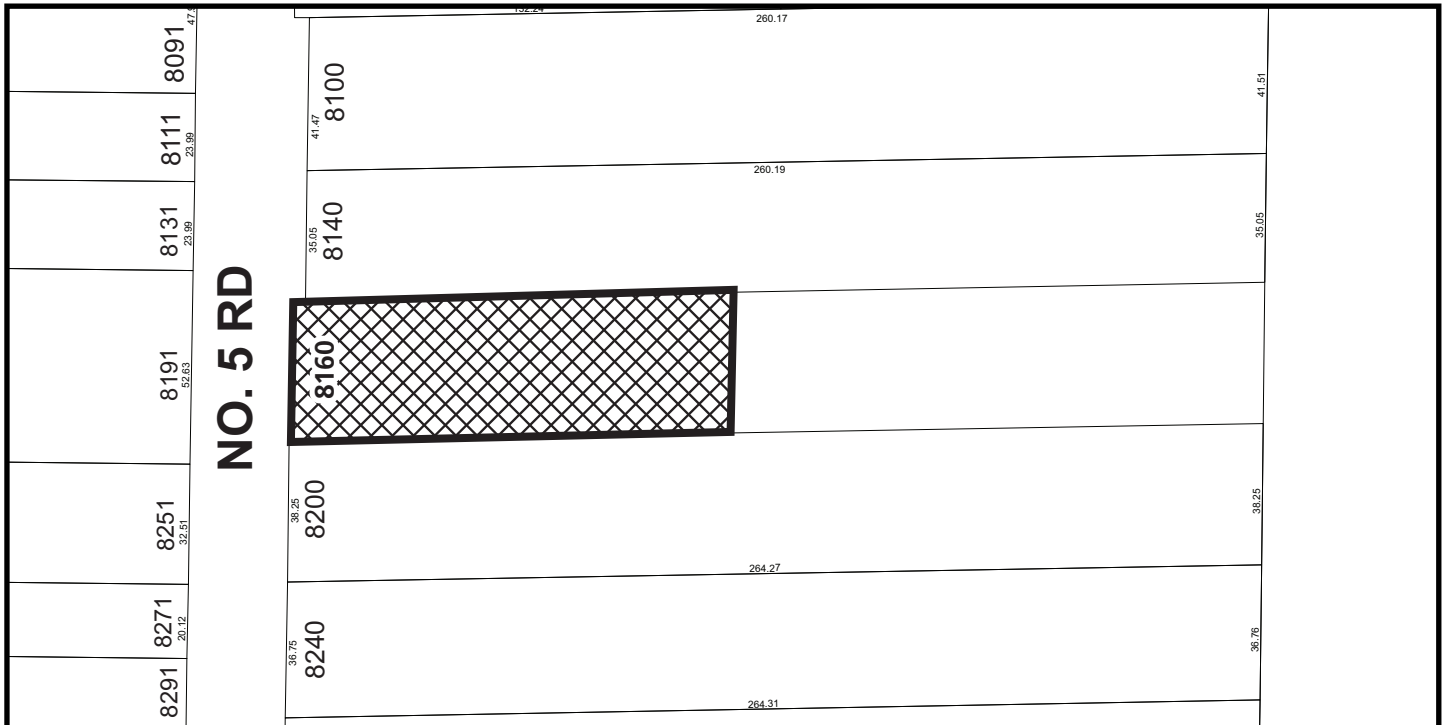
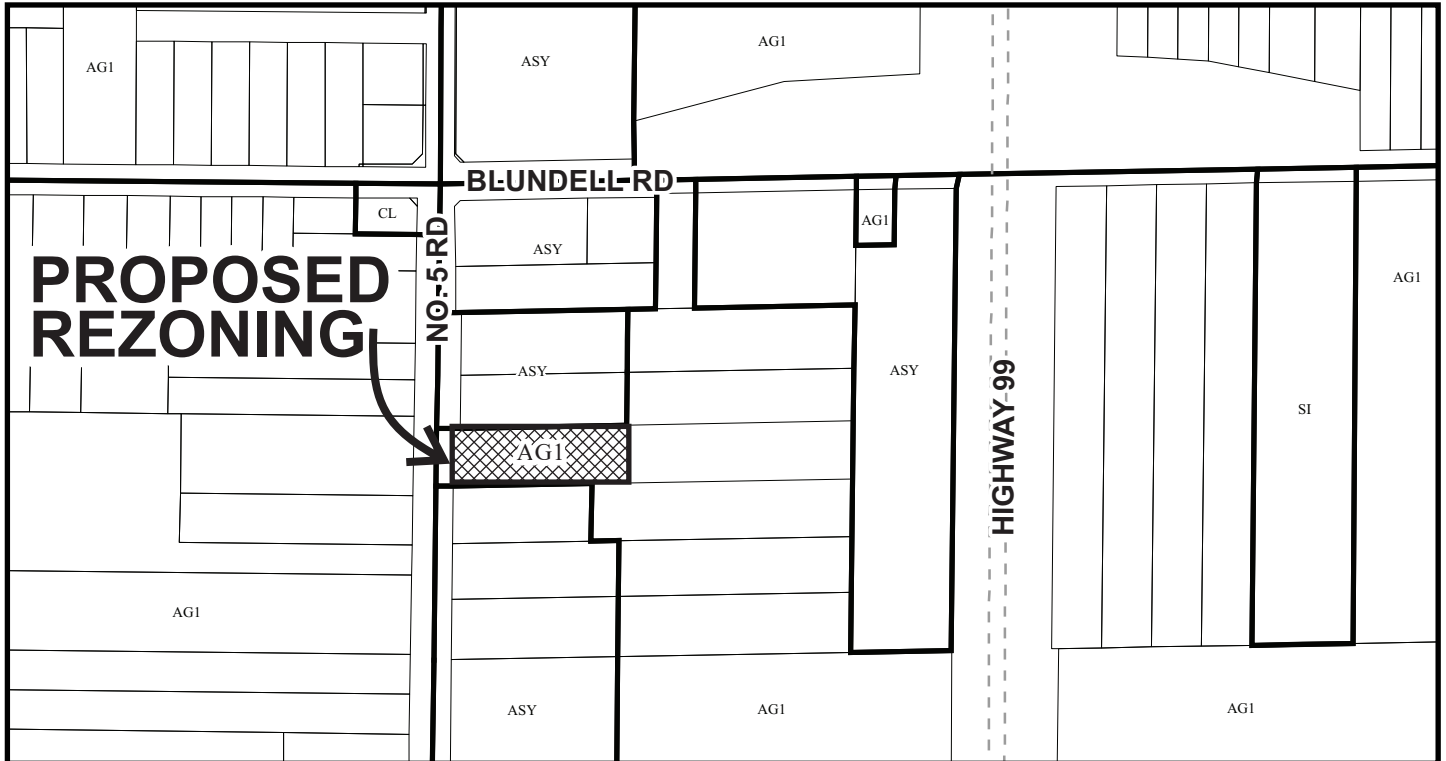
James Hnatowich
Planner I
(604-247-4911)

JSH:cas

- Att. 1: Location Map and Aerial Photo
2: Architectural Plans
3: Development Application Data Sheet
4: McLennan Sub Area Land Use Map
5: FSAAC Meeting Minutes
6: Tree Management Plan
7: Landscape Plan
8: Rezoning Considerations



City of Richmond



RZ 23-026410

PLN - 77

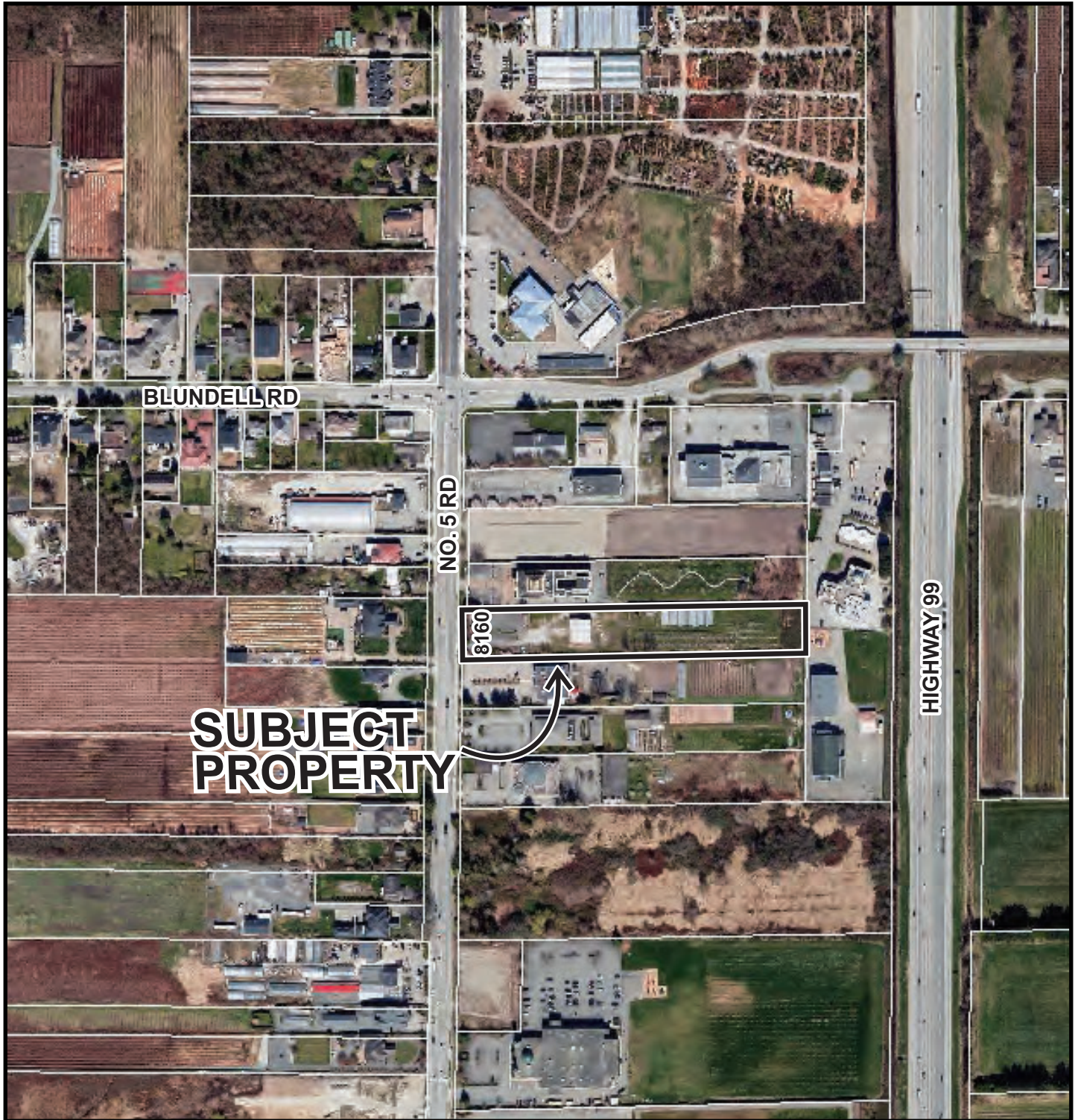
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Revision Date: 04/24/25

Note: Dimensions are in METRES



City of Richmond



RZ 23-026410

PLN - 78

Original Date: 08/24/23

Revision Date:

Note: Dimensions are in METRES

PROJECT INFORMATION


PLN - 79

DRAWING LIST	
Sheet Number	Sheet Name
A0	COVER PAGE
A1	GENERAL NOTES
A1.1	CONTEXT PLAN
A1.2	AREA PLAN
A1.3	FREE MANAGEMENT PLAN
A1.4	TRAFFIC PLAN
A1.5	STREET SCAPES AND MATERIALS
A1.6	STREET SCAPES AND FENCE
A1.7	STREET SCAPES AND FENCE
A1.8	FIRE ACCESS ROUTE / TURNING TEMPLATE
A1.9	OVERALL SITE PLAN
A1.10	SITE PLAN
A1.11	CONSTRUCTION PARKING
A2	FRUIT SHOP PLAN
A2.1	ELEVATIONS & SECTIONS
A2.2	STUPA PLAN AND ELEVATION

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REV	YY-MM-DD	DESCRIPTION
11	MAY 15, 2025	REISSUED FOR REZONING APPLICATION
9	JAN 7, 2025	REISSUED FOR REZONING APPLICATION
8	OCT. 30, 2024	REISSUED FOR REZONING APPLICATION
7	APR. 20, 2024	ISSUED FOR BUILDING PERMIT APPLICATION
6	MAR. 22, 2023	REISSUED FOR REZONING APPLICATION

Project Title	COVER PAGE
1160 NO. 5 ROAD, RICHMOND, BC	

Architect's Name	
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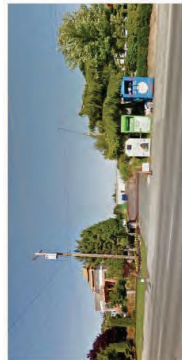
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		Revision Date:	MAY 15, 2025
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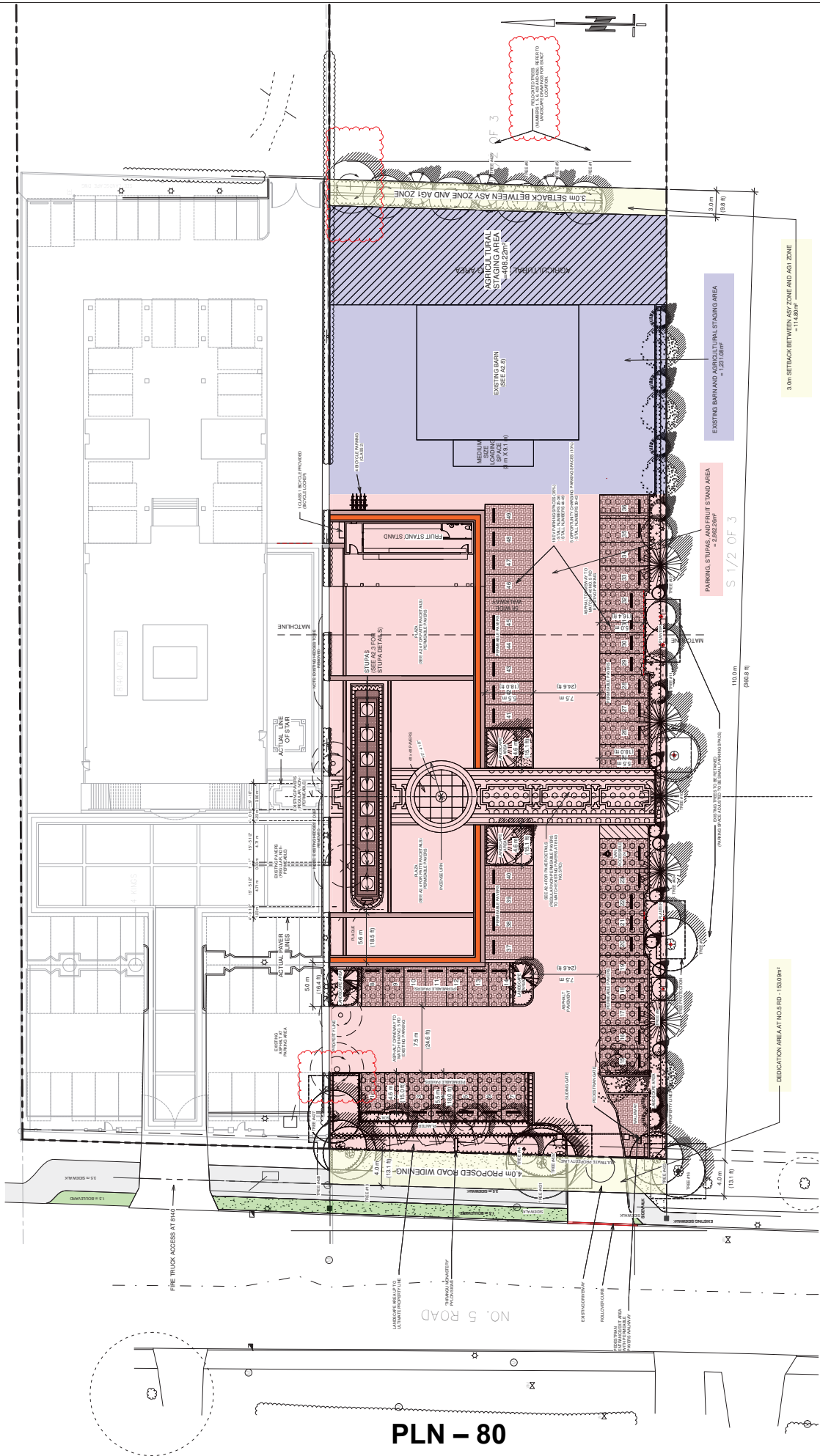
A: 8140 FRONT GATE



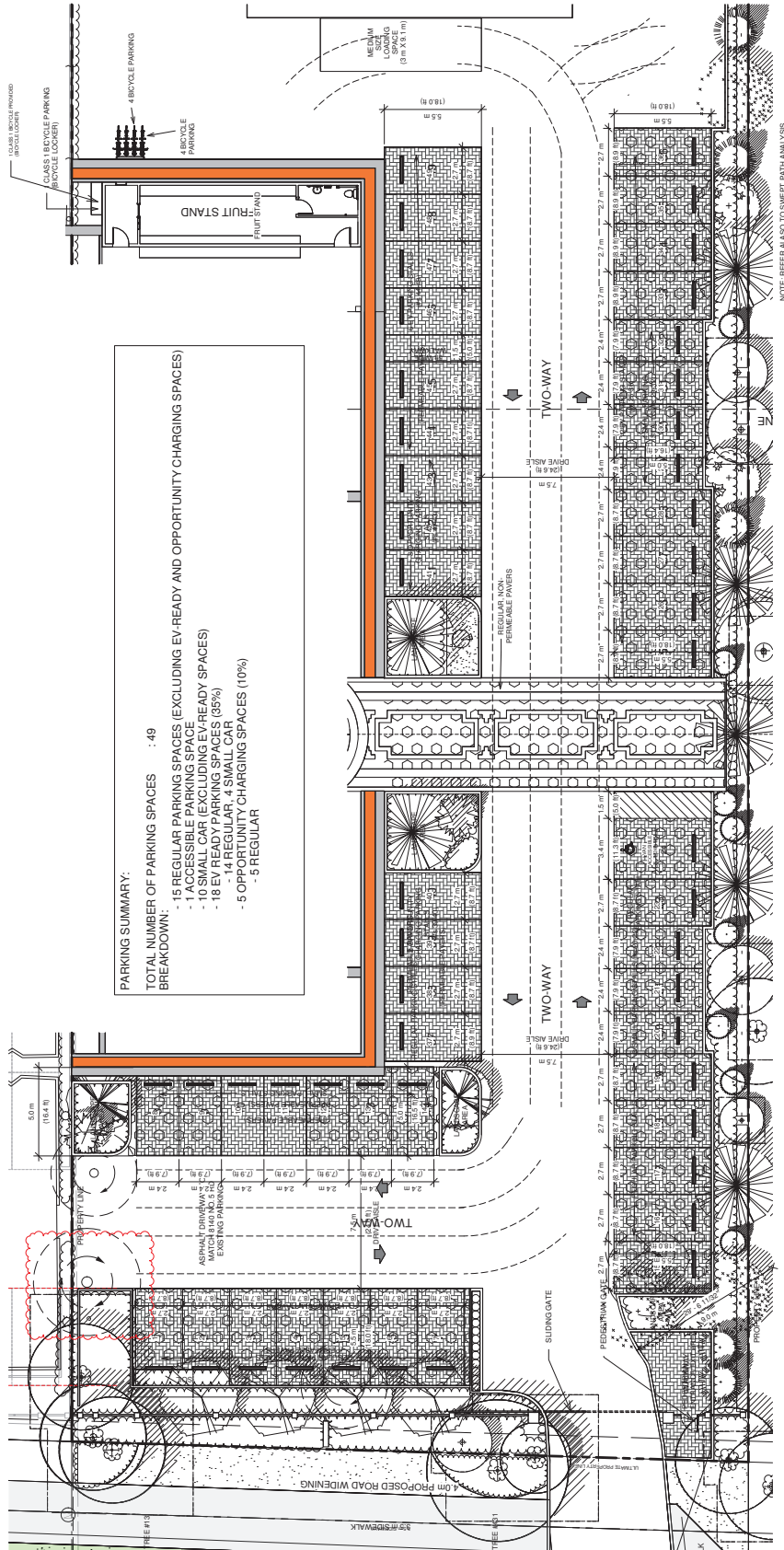
B: No. 5 ROAD STREETSCAPE



C: GATE TO 8160 No. 5 ROAD



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11	MAY 15, 2025	RESUBMITTED FOR REZONING APPLICATION																													
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Checked: MC		Project Number: 21 R RE 01		Revision Date: MAY 15, 2025		Sheet No.: A1.3		Print Date: 5/15/2025 3:48:34 PM		Print Code: 421																					



PARKING SUMMARY:

TOTAL NUMBER OF PARKING SPACES : 49

BREAKDOWN:

- 15 REGULAR PARKING SPACES (EXCLUDING EV-READY AND OPPORTUNITY CHARGING SPACES)
- 10 EV-READY PARKING SPACES (35%)
- 10 SMALL CAR (EXCLUDING EV-READY SPACES)
- 18 EV-READY PARKING SPACES (35%)
- 14 REGULAR, 4 SMALL CAR
- 5 OPPORTUNITY CHARGING SPACES (10%)

TRAFFIC PLAN
1" = 10'-0"

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REV	DATE	DESCRIPTION
1.1	MAY 15, 2023	RESUBMIT FOR ZONING APPLICATION
2	OCT 1, 2023	RESUBMIT FOR ZONING APPLICATION
3	APR 23, 2024	ISSUED FOR BUILDING PERMIT APPLICATION
4	MAY 22, 2024	RESUBMIT FOR ZONING APPLICATION

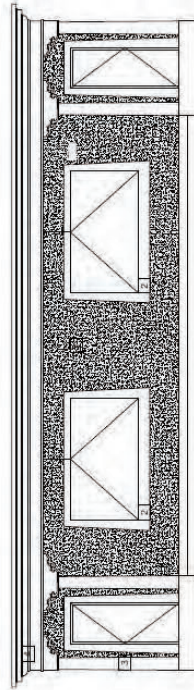
Project Title:
8160 NO. 5 ROAD, RICHMOND, BC

Sheet Title:
TRAFFIC PLAN

Architect Stamp:

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Sheet No.: A1.5

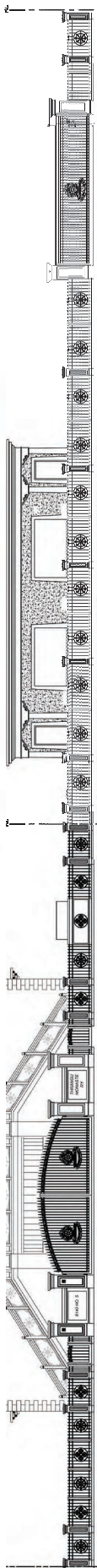


EXTERIOR FINISHES (TO BE COMPATIBLE W/ THRANGU MONASTERY)

- 1. ROCK DASH STUCCO
Benjamin Moore 2050-40 WILD FLOWER
- 2. PAINTED WINDOW TRIM (BLACK)
- 3. PAINTED PILLAR
Benjamin Moore 2003-30 BERRY WINE
- 4. PAINTED ROOF CORNICE W/ GOLD LINING
Benjamin Moore Benjamin Moore 2003-30 BERRY WINE



8140 NO. 5 ROAD



THRANGU MONASTERY

FENCE DESIGN ALONG NO. 5 ROAD (PROPOSED DESIGN TO BE COMPATIBLE W/ THRANGU MONASTERY)



NO. 5 ROAD STREETSCAPES



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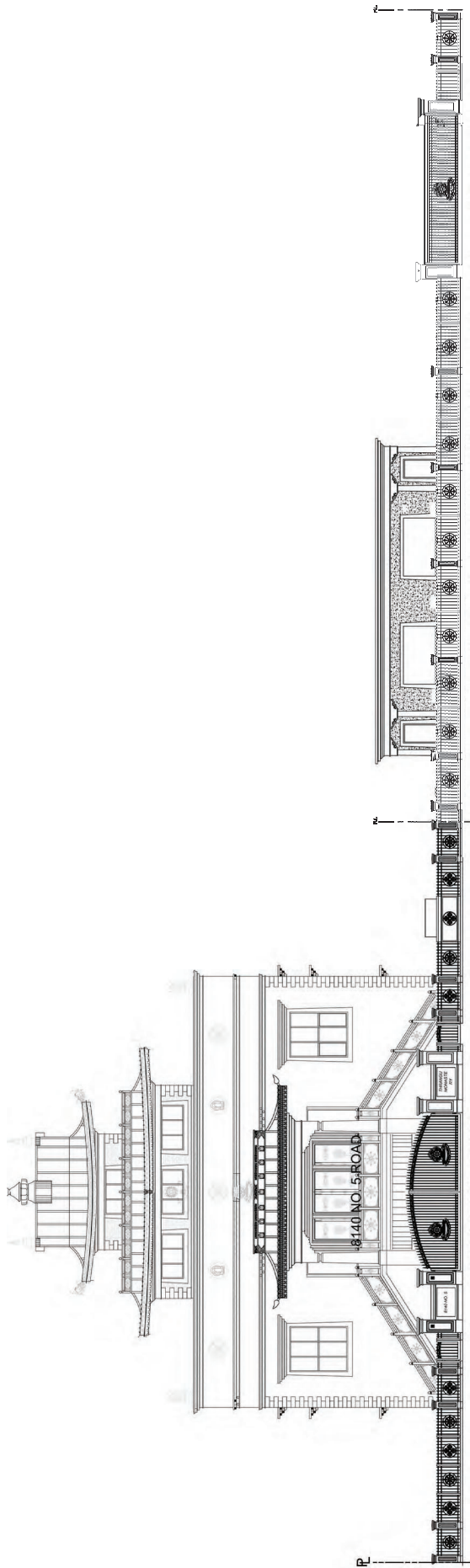
REV	DATE	DESCRIPTION
1	MAY 15, 2023	REQUEST FOR ZONING APPLICATION
2	JAN 27, 2023	REQUEST FOR ZONING APPLICATION
3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
4	MAY 22, 2023	REQUEST FOR ZONING APPLICATION
5	JUN 13, 2023	ISSUED FOR BUILDING PERMIT APPLICATION

Project Title
8160 NO. 5 ROAD,
RICHMOND, BC

Sheet Title
STREETSCAPES AND MATERIALS

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	Project Number	21 R RE 01	
	Print Date	MAY 15, 2025	
	Print Code	421	

Sheet No.:
A1.6



THRANGU MONASTERY

FENCE DESIGN ALONG NO. 5 ROAD (PROPOSED DESIGN TO BE COMPATIBLE W/ THRANGU MONASTERY)



NO. 5 ROAD STREETSCAPES

 <div>MATTHEW CHENG ARCHITECT INC. 104-210-5701 PARK AVENUE VANCOUVER, BC V6A 2G9 Tel: (604) 731-3817 / Email: matthew@mca.ca</div>		THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS AND LOCATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. ANY CHANGES TO THE DESIGN ARE AND AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF MATTHEW CHENG ARCHITECT INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.		<table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>1</td><td>MAY 15, 2023</td><td>ISSUED FOR ZONING APPLICATION</td></tr><tr><td>2</td><td>JAN 27, 2023</td><td>ISSUED FOR ZONING APPLICATION</td></tr><tr><td>3</td><td>APR 28, 2023</td><td>ISSUED FOR BUILDING PERMIT APPLICATION</td></tr><tr><td>4</td><td>MAY 22, 2023</td><td>ISSUED FOR ZONING APPLICATION</td></tr><tr><td>5</td><td>JUN 19, 2023</td><td>ISSUED FOR ZONING PERMIT APPLICATION</td></tr></table>	REV	DATE	DESCRIPTION	1	MAY 15, 2023	ISSUED FOR ZONING APPLICATION	2	JAN 27, 2023	ISSUED FOR ZONING APPLICATION	3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION	4	MAY 22, 2023	ISSUED FOR ZONING APPLICATION	5	JUN 19, 2023	ISSUED FOR ZONING PERMIT APPLICATION	Project Title 8160 NO. 5 ROAD, RICHMOND, BC	Architect Stamp 	Drawn GD	Scale
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1	MAY 15, 2023	ISSUED FOR ZONING APPLICATION																								
2	JAN 27, 2023	ISSUED FOR ZONING APPLICATION																								
3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION																								
4	MAY 22, 2023	ISSUED FOR ZONING APPLICATION																								
5	JUN 19, 2023	ISSUED FOR ZONING PERMIT APPLICATION																								
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			Project Number 21 R RE 01	Revision Date MAY 15, 2025	Sheet No.: A1.7																					
			Print Code 421	Print Date 5/15/2025 3:48:57 PM																						

8040 No.5 Road

8100 No.5 Road

8200 No.5 Road

8240 No.5 Road

PLN - 85



MATTHEW CHENG
ARCHITECT INC.

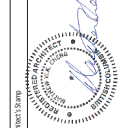
100-100-100 AVENUE
VANCOUVER, BC V6A 2G9
Tel: (604) 731-3817 / Email: matthew@mc.ca

THIS DRAWING MUST NOT BE SCALED. THE GENERAL DIMENSIONS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY. PRIOR TO COMMENCEMENT OF WORK, ALL DIMENSIONS SHALL BE RECHECKED IMMEDIATELY TO THE FIELD. DIMENSIONS SHOWN ON THIS DRAWING ARE NOT TO BE USED FOR CONSTRUCTION. DIMENSIONS SHOWN ON THIS DRAWING ARE NOT TO BE USED FOR CONSTRUCTION. DIMENSIONS SHOWN ON THIS DRAWING ARE NOT TO BE USED FOR CONSTRUCTION.

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2	JAN 27, 2023	RESUBMIT FOR REZONING APPLICATION
3	OCT 30, 2022	RESUBMIT FOR REZONING APPLICATION
4	APR 28, 2022	ISSUED FOR BUILDING PERMIT
5	JUL 12, 2022	RESUBMIT FOR BUILDING PERMIT

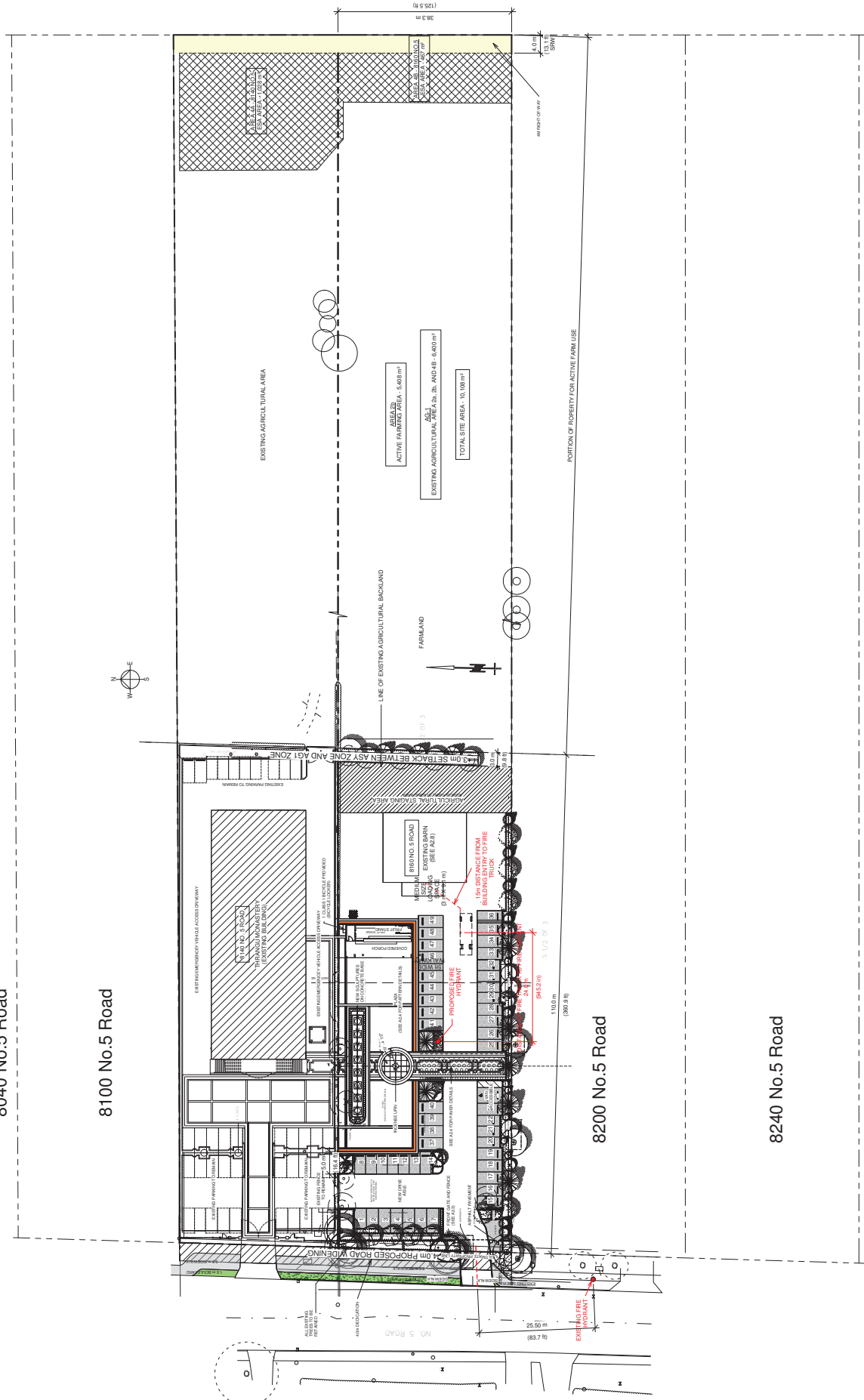
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8160 NO. 5 ROAD,
RICHMOND, BC

Sheet Title
OVERALL SITE PLAN

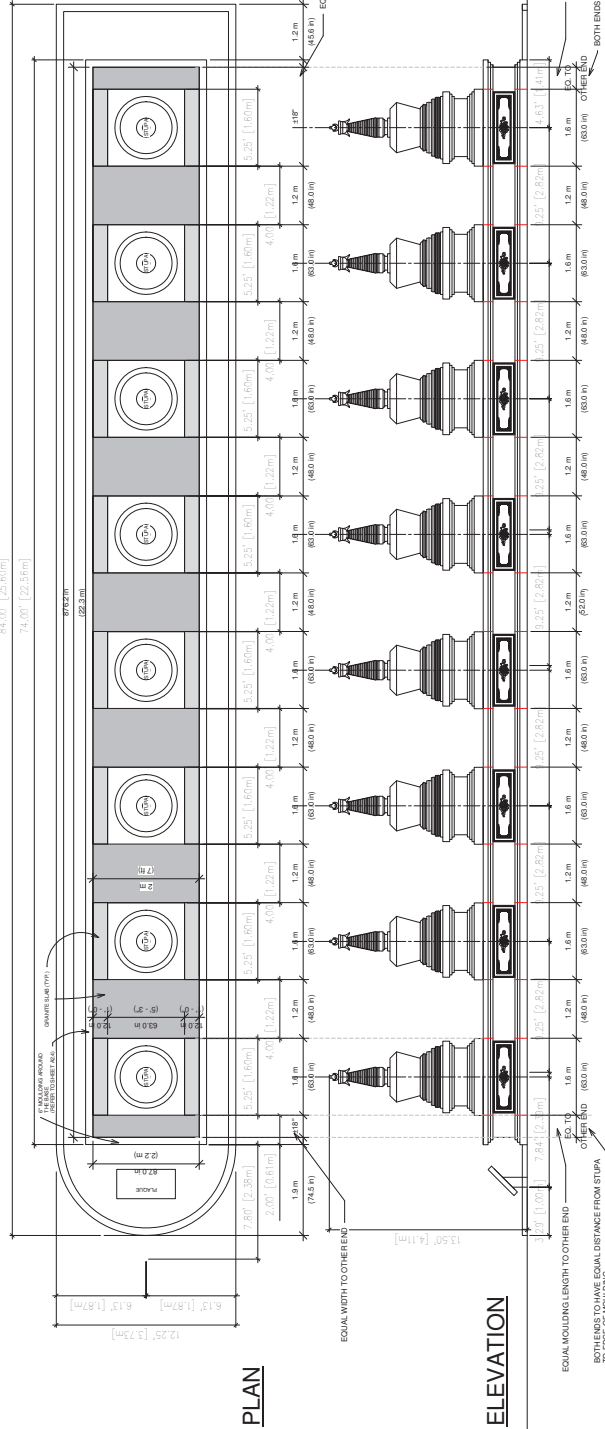
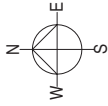


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Revision Date	MAY 15, 2023		
Print Date	5/15/2023 3:48:58 PM		

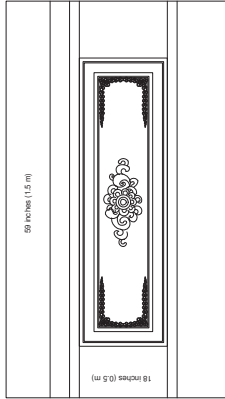
May 15, 2023



STUPA DESIGN (HEIGHT @ 10'-6")

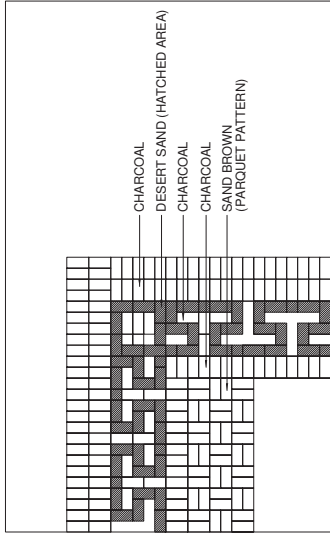


PLN - 87

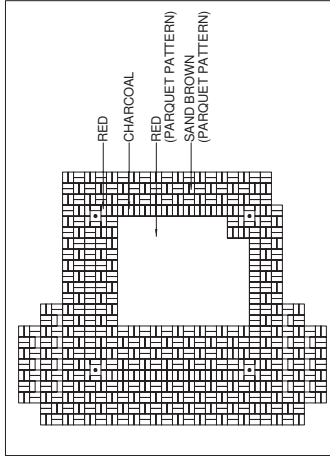


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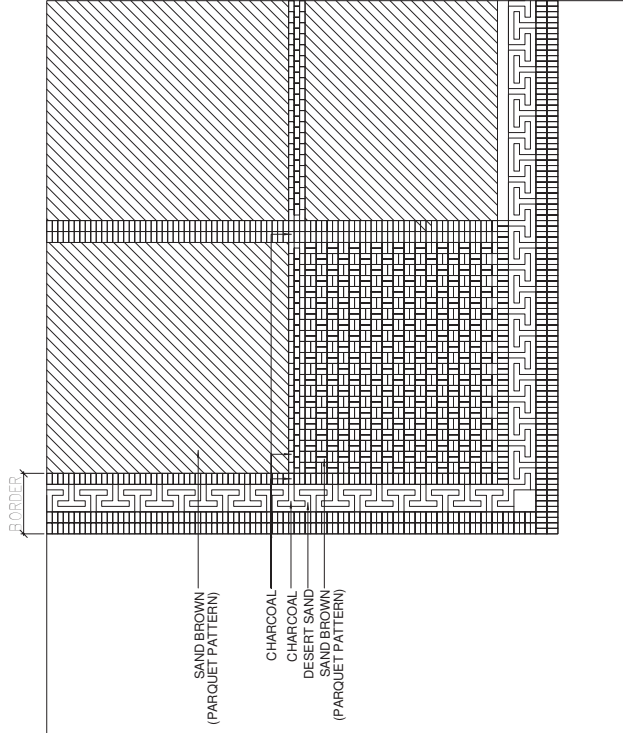
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APR 23, 2024		ISSUED FOR BUILDING PERMIT		Sheet No.: A2.2				
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6		REVISION FOR REZONING		Print Code: 421				



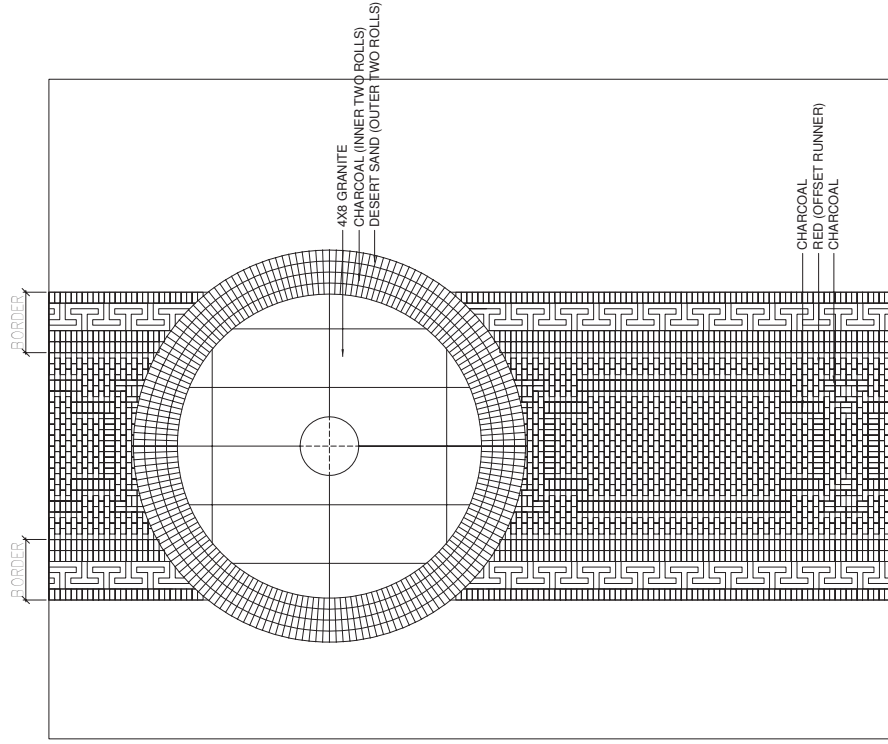
TYPICAL BORDER PAVER PATTERN & COLOURS



GROUND FLOOR ENTRY PAVER PATTERN

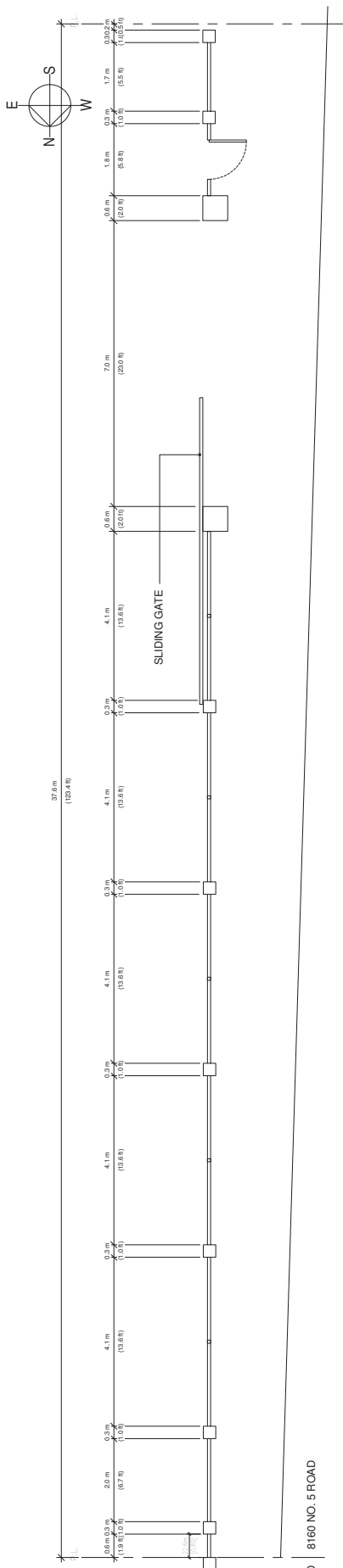


TYPICAL PAVER PATTERN & COLOURS



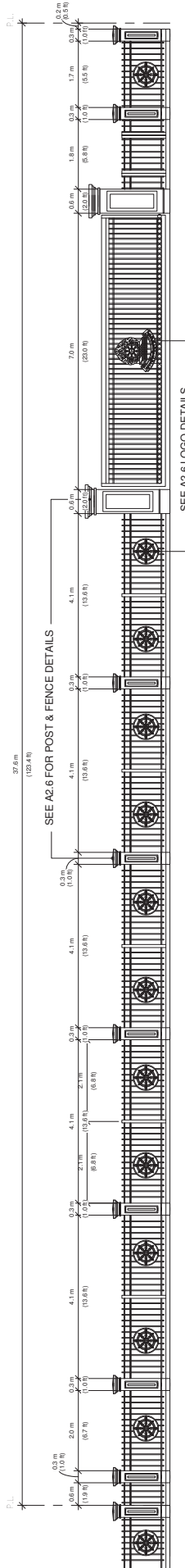
CENTRAL PATH PAVER PATTERN & COLOURS

 <p>MATTHEW CHENG ARCHITECT INC. 1410-1070 PARK AVENUE VANCOUVER, BC V6A 2G9 Tel: (604) 731-3817 / Email: matthew@mc.ca</p>		<p>THIS DRAWING MUST NOT BE SCALED. THE GENERAL DIMENSIONS SHALL BE REPORTED IMMEDIATELY TO THE CLIENT PRIOR TO COMMENCEMENT OF WORK. ALL DIMENSIONS ARE AND AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF MATTHEW CHENG ARCHITECT INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.</p>		<table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>11</td><td>May 15, 2025</td><td>REVISED FOR REZONING APPLICATION</td></tr><tr><td>9</td><td>JAN 27, 2025</td><td>REVISED FOR REZONING APPLICATION</td></tr><tr><td>7</td><td>APR 28, 2025</td><td>ISSUED FOR BUILDING PERMIT APPLICATION</td></tr><tr><td>6</td><td>MAY 22, 2025</td><td>REVISED FOR REZONING APPLICATION</td></tr><tr><td>5</td><td>JUN 19, 2023</td><td>ISSUED FOR BUILDING PERMIT APPLICATION</td></tr></table>	REV	DATE	DESCRIPTION	11	May 15, 2025	REVISED FOR REZONING APPLICATION	9	JAN 27, 2025	REVISED FOR REZONING APPLICATION	7	APR 28, 2025	ISSUED FOR BUILDING PERMIT APPLICATION	6	MAY 22, 2025	REVISED FOR REZONING APPLICATION	5	JUN 19, 2023	ISSUED FOR BUILDING PERMIT APPLICATION	<p>Project Title</p> <p>8160 NO. 5 ROAD, RICHMOND, BC</p>	<p>Sheet Title</p> <p>PAVER PATTERN AND COLOUR</p>	<div><div></div><div><p>Drawn: GD</p><p>Checked: MC</p><p>Project Number: 21 R RE 01</p><p>Print Code: 421</p></div></div>	<p>Architect Stamp</p> <p></p>	<p>Scale: 1/4" = 1'-0"</p> <table><tr><td>Revision Date:</td><td>MAY 15, 2025</td></tr><tr><td>Print Date:</td><td>5/15/2025 3:49:03 PM</td></tr><tr><td>Sheet No.:</td><td>A2.4</td></tr></table>	Revision Date:	MAY 15, 2025	Print Date:	5/15/2025 3:49:03 PM	Sheet No.:	A2.4
REV	DATE	DESCRIPTION																															
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8160 NO. 5 ROAD

PLN - 89



ELEVATION



**MATTHEW CHENG
ARCHITECT INC.**

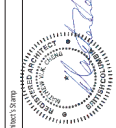
100-330-670 PARK AVENUE
VANCOUVER, BC V6A 2G9
Tel: (604) 731-3817 / Email: matthew@mc.ca

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REV	DATE	DESCRIPTION
1	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
2	JAN 27, 2023	REVISED FOR RE-ZONING APPLICATION
3	APR 28, 2023	ISSUED FOR BUILDING PERMIT APPLICATION
4	MAY 15, 2023	REVISED FOR RE-ZONING APPLICATION
5	NOV 15, 2023	REVISED FOR RE-ZONING APPLICATION

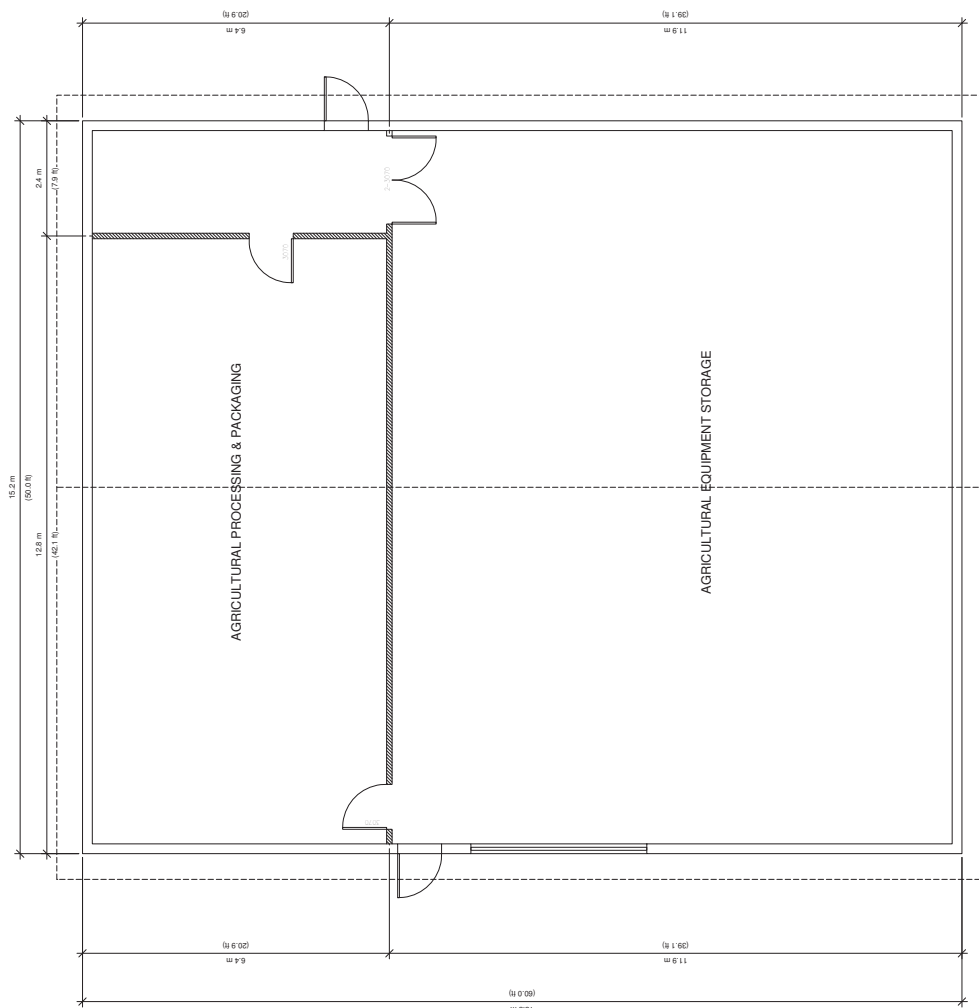
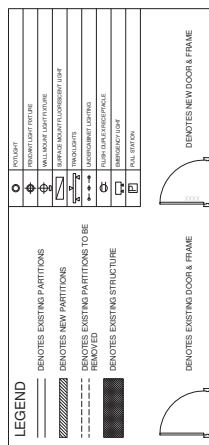
8160 NO. 5 ROAD,
RICHMOND, BC

GATE PLAN, ELEVATION, & DETAILS



Drawn	GD	Scale	1/4" = 1'-0"
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Project Number	21 R RE 01	Revision Date	MAY 15, 2023
Print Code	421	Print Date	5/15/2023 3:49:03 PM
		Sheet No.	A2.5

May 15 2023



FLOOR PLAN

[illegible]



**City of
Richmond**

Development Application Data Sheet
Development Applications Department

RZ 23-026410

Attachment 3

Address: 8160 No. 5 Road

Applicant: Matthew Cheng Architect Inc.

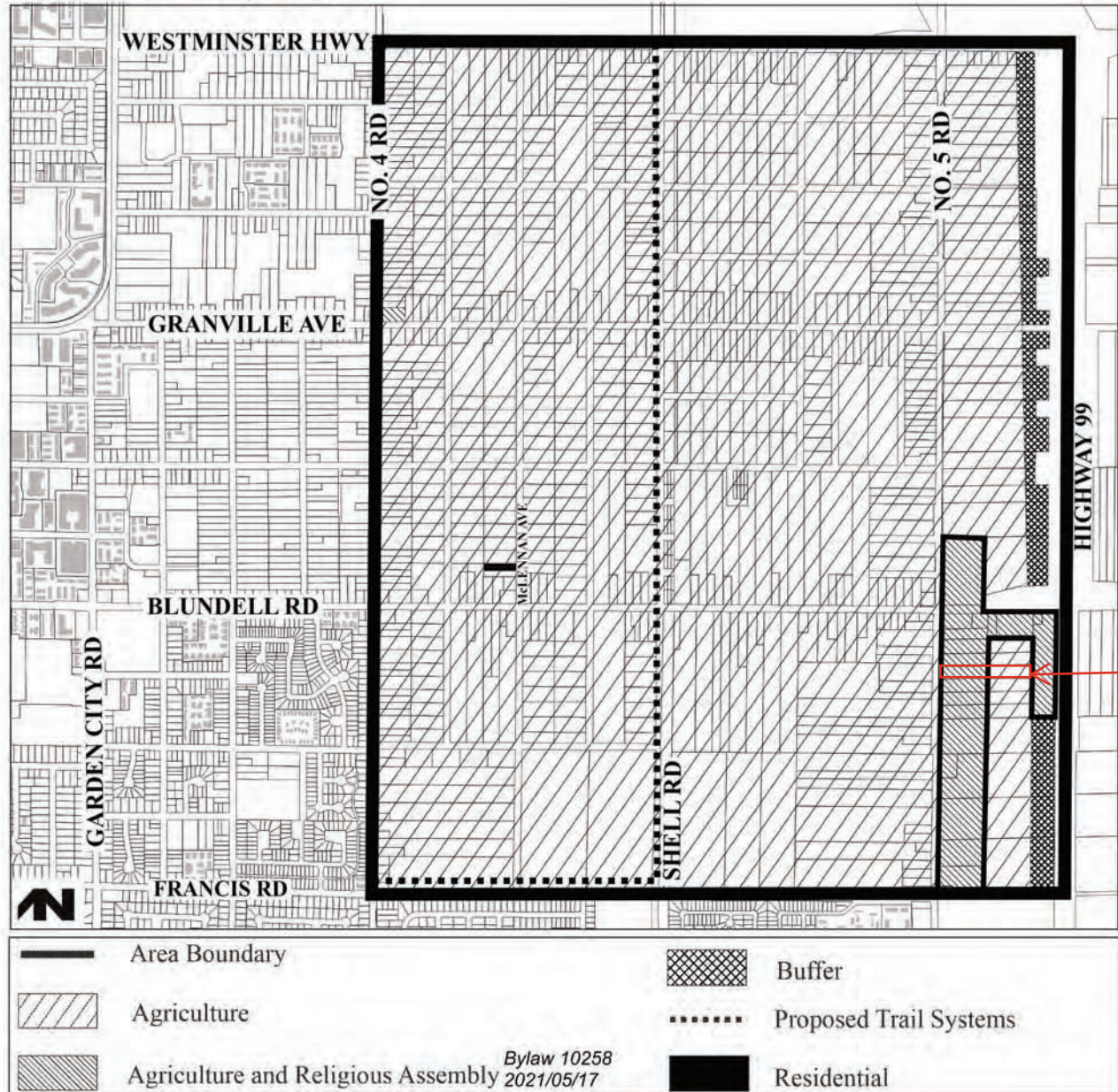
Planning Area(s): East Richmond

	Existing	Proposed
Owner:	Thrangu Monastery	No Change
Site Size (m²):	8160 No 5 Road: 2.49 ac (1.01 ha)	8160 No. 5 Road: 2.46 ac (1.0 ha) Consolidation: 1.91 ha (4.71 ac)
OCP Designation:	Agriculture, Community Institutional	No Change
Area Plan Designation:	Agriculture and Religious Assembly	No Change
Zoning:	Agriculture (AG1)	Assembly (ASY), Agriculture (AG1)

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max: 0.5	Complies	None permitted
Lot Coverage (% of lot area):	Building: Max. 35%	Complies	None
Lot Size:	N/A	Consolidation: 1.91 ha (4.71 ac)	None
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 7.5 m Side: Min. 7.5 m	Complies	none
Off-street Parking Spaces – Total:	1 space per 20.0 m ²	6 spaces	none

Land Use Map

Bylaw 8791
2012/09/10



Excerpt from the Meeting Minutes of the
Food Security and Agricultural Advisory Committee (FSAAC)

Thursday, October 27, 2022 – 7:00 p.m.
Webex

ALR Non-Farm Use Application – 8160 No. 5 Road

Diana Nikolic, Program Manager, Policy Planning, introduced the ALR Non-Farm Use Application and provided the following comments:

- The proposal includes adding 8 religious statues, landscaping, a formal parking area and a roadside stand to sell farm produce as accessory uses to the Thrangu Monastery. These non-farm uses would be limited to the westerly 110 m of the site and the remaining backlands would continue to be farmed.
- Currently, the site is used as an informal overflow parking lot and the remaining portion of the site is farmed and contains greenhouses and an accessory building for farm equipment.
- The site is located within the Official Community Plan (OCP) No 5 Road Backlands Policy area. The policy supports religious assembly uses on the westerly 110 m of the site, subject to the remainder being actively farmed.
- Evidence of farm status is provided for both the subject site (8160 No. 5 Road) and the adjacent Thrangu Monastery (8140 No. 5 Road).
- A similar proposal was considered in 2017. The application was approved by the Agricultural Land Commission (ALC); however, deadlines associated with the ALC's approval were not met and ALC staff have confirmed that a new non-farm use application is required for the proposal to proceed.
- The proposal would include:
 - Consolidation with 8140 No. 5 Road. Consolidation is consistent with policy to increase farming viability by providing options for larger scale agriculture operations.
 - Establishing a 3 m wide landscaped buffer between farming and non-farming uses.
 - Securing a 4 m wide right of way at the rear of the property to facilitate the option of a north/south farm access road that is consistent with the No. 5 Road Backlands Policy.

The applicant's consultants from Matthew Cheng Architect provided the following additional comments:

- Provision of an overview of the proposed site plan, including the location of the stupas (statues), proposed roadside stand and landscape buffer, as well as the relationship between the proposal and existing monastery.

- Supplementary information related to current farm operations, including photo documentation over the years.

In response to questions from the Committee, the applicant's consultants provided the following additional comments:

- Permeable concrete pavers are proposed for the parking area.
- Produce grown on-site will be sold at the roadside stand.
- The site is currently used as informal overflow parking and is generally level requiring little to no site preparation.

Mike Bandy (ALC), suggested the applicant include a timeline estimate for consideration by the ALC to ensure deadlines associated with conditional approvals can be achieved.

The Committee expressed concerns regarding a precedent being set for agricultural properties being used for parking. Staff noted that the OCP Backlands Policy supports religious assembly uses on the westerly 110 m of designated sites, conditional to the backlands being actively farmed and the subject applicant is an accessory use to the existing Thrangu Monastery.

The Committee passed the following motion:

That the Food Security and Agricultural Advisory Committee support the ALR Non-Farm Use application at 8160 No. 5 Road (AG 22-007407).

*Carried
with Cory May and Miles Smart abstained*

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pmg
LANDSCAPE
ARCHITECTS
Suite C100 - 4885 8th Street Drive
Richmond BC V6X 2A6
P: 604.264.0911 F: 604.264.0022

SEAL



NO.	DATE	REVISION DESCRIPTION	DR.
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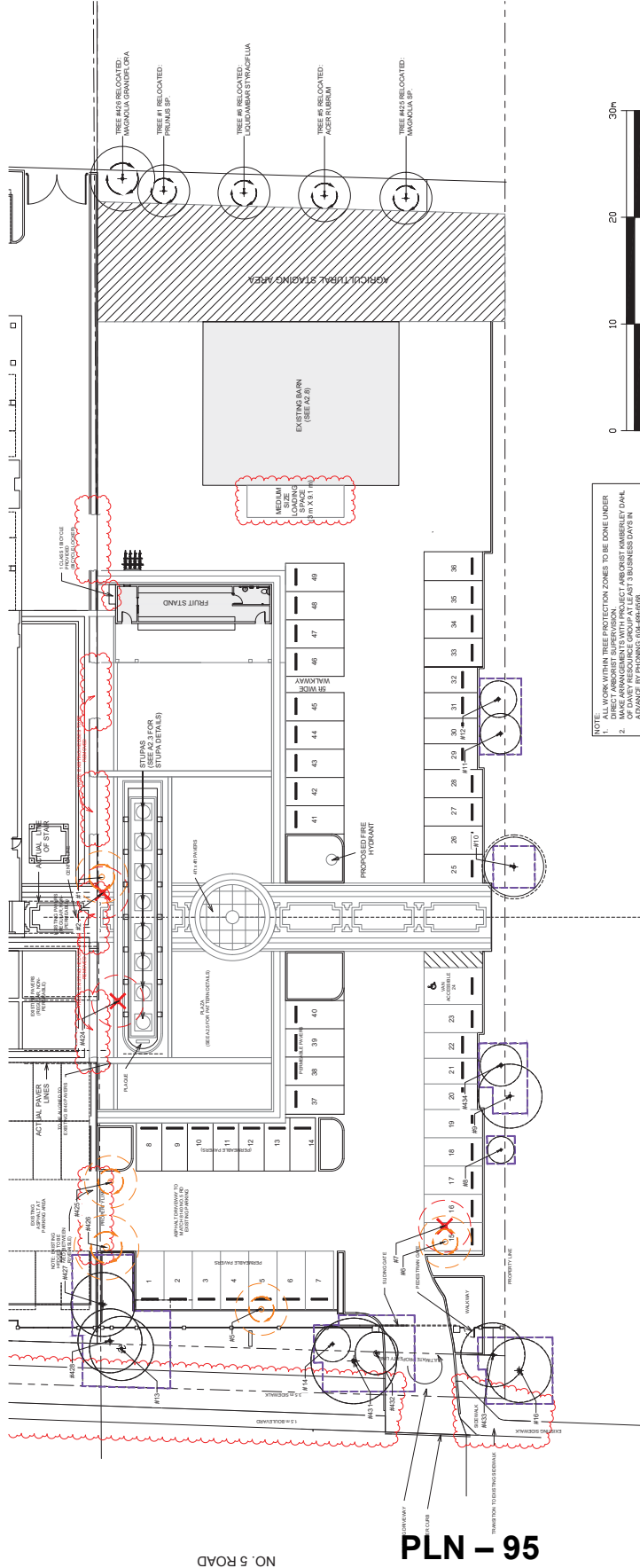
CLIENT:

PROJECT:
THRANGU MONASTERY
8160 NO. 5 ROAD
RICHMOND BC

DRAWING TITLE:
TREE MANAGEMENT
PLAN

DATE: 22 NOV 08
SCALE: 1/8" = 1'-0"
DRAWN: CJ
DESIGN: .
CHECKED: CW
PMG PROJECT NUMBER: 22-211

2211-10239

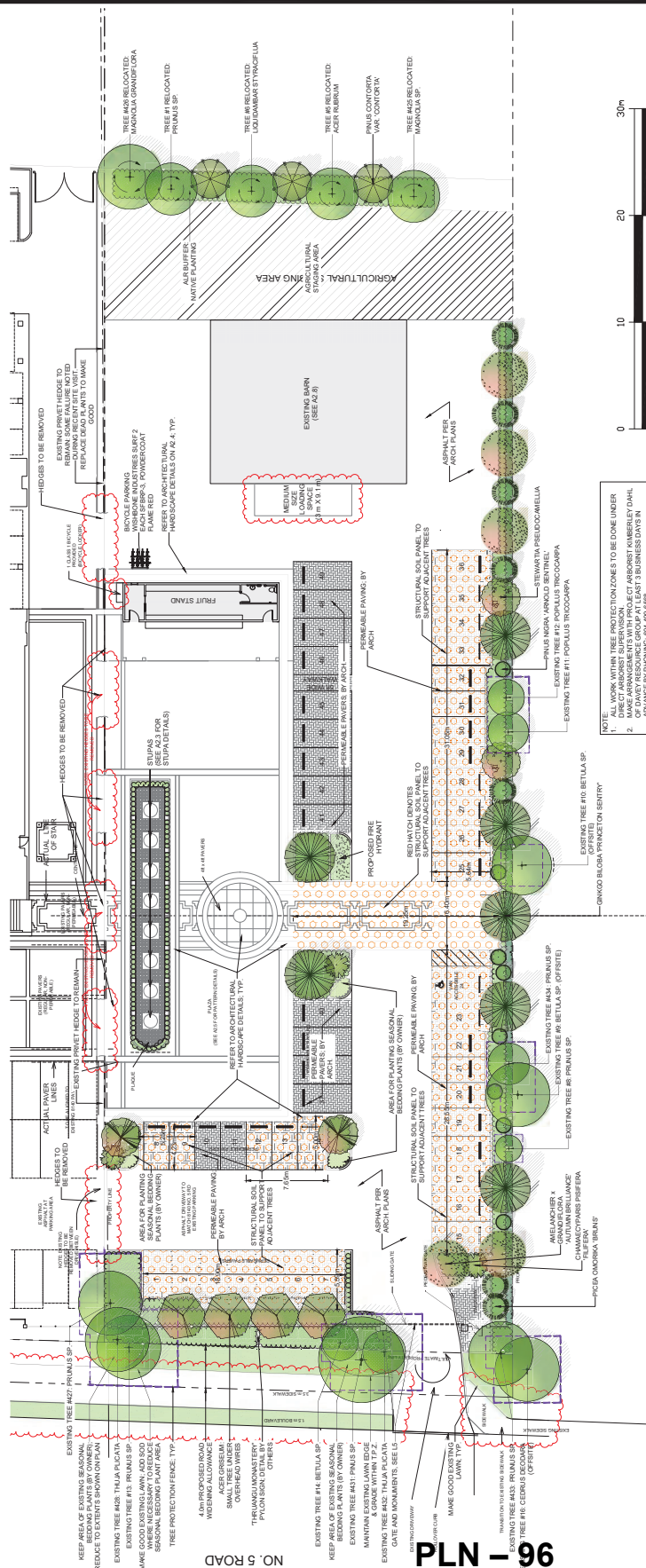


NOTE:
1. ALL WORK WITHIN TREE PROTECTION ZONES TO BE DONE UNDER THE SUPERVISION OF THE PROJECT ARCHITECT.
2. MAKE ARRANGEMENTS WITH PROJECT ARCHITECT KIMBERLEY DAHL OF DAHL RESOURCE GROUP AT LEAST 7 BUSINESS DAYS IN ADVANCE OF THE START DATE OF THE PROJECT.
3. TREES #1, #6, #25, #48 ARE TO BE RELOCATED BY A PROFESSIONAL TREE MOVING COMPANY UNDER ARCHITECT SUPERVISION.

TREE MANAGEMENT LEGEND	
	TREE TO BE RETAINED
	TREE TO BE REMOVED
	TREE TO BE RELOCATED (EXISTING LOCATION)
	TREE TO BE RELOCATED (PROPOSED LOCATION)
	TREE PROTECTION FENCE

NO. 5 ROAD

PLN - 95



PLN – 96

- NOTE:**
1. ALL WORK WITHIN TREE PROTECTION ZONES TO BE DONE UNDER DIRECT ARBORIST SUPERVISION.
 2. MAKE ARRANGEMENTS WITH PROJECT ARBORIST KIMBERLEY DAHL OF DAVEY RESOURCE GROUP AT LEAST 3 BUSINESS DAYS IN ADVANCE BY PHONING: 604-699-6588.
 3. TREES #15,6,425 & 426 ARE TO BE RELOCATED BY A PROFESSIONAL TREE MOVING COMPANY UNDER ARBORIST SUPERVISION.

[illegible][illegible]



Address: 8160 No. 5 Road

File No.: RZ 23-026410

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10662, the developer is required to complete the following:

1. **(ALC Approval)** The applicant is required to demonstrate to the City that approval from the Agricultural Land Commission (ALC) has been granted in writing for the terms articulated by the ALC Resolution.
2. **(Road Dedication)** a 4.0 m wide road dedication along No. 5 Road along the site frontage of 8160 No. 5 Road.
3. **(Lot Consolidation)** Consolidation of all the lots into one development parcel.
4. **(Tree Replacement Security)** Submission of a Landscape Security in the amount of \$6,750.00 (\$750/tree) to ensure that a total of nine replacement trees are planted and maintained on the lot; minimum 6 cm deciduous caliper or 4.0 m high conifers). **NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees.**
5. **(Landscape Security)** Receipt of security for landscaping in the amount of \$274,222.62 (including all materials, installation, and a 10% contingency). To accompany the landscaping security, a legal agreement that sets the terms for use and release of the security must be entered into between the applicant and the City.
6. **(Arborists Contract)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
7. **(Tree Survival Security- City Trees)** Submission of a Tree Survival Security to the City in the amount of \$30,000.00 for the three trees to be retained on City Property (tree tag#13, 431, 432).
8. **(Tree Survival Security- Private Trees)** Submission of a Tree Survival Security to the City in the amount of \$100,000 for the thirteen trees to be retained on Private Property (tree tag# 1, 5, 6, 8, 11, 12, 14, 425, 426, 427, 428, 433, 434)
9. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
10. **(SRW)** Registration of a legal agreement on title that prohibits issuance of a Building Permit until a statutory right-of-way to secure a 4 m wide north/south farm access road is registered on the east portion of the sites (8140 and 8160 No. 5 Road).
11. **(Flood Covenant)** Registration of a new flood plain covenant on title on the new consolidated lot identifying a minimum habitable elevation of 2.9 m GSC and discharge of the existing Flood Plain Covenant BB583950 from 8140 (PID: 027-242-838) concurrently with registration of the new flood plain covenant.
12. **(Access Covenant)** Registration of a legal agreement on title to restrict the southern access point, currently at 8160 No. 5 Road, to emergency vehicles only' the developer must construct a new gate and fencing at the existing southern access point. The new gate and fence design and plans are to be approved by the Director of Development prior to Building Permit issuance. No building permit may be issued unless the gate and fence design are in accordance with the approved plans. The gate must remain closed at all times, except where access is required for emergency purposes, in order to ensure the associated driveway is not used as a second driveway for general traffic.
13. **(No Removal of Landscaping)** Registration of a legal agreement on title to ensure that landscaping planted along No. 5 Road is maintained and will not be abandoned or removed.
14. **(Backlands Covenant)** Registration of a restrictive covenant on the agricultural Backlands specifying its use as agricultural and restricting any non-farm related services or uses.
15. **(Fees - Notices)** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

16. (Servicing Agreement) Enter into a Servicing Agreement* for the design and construction of frontage improvements at 8140 and 8160 No. 5 Road. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to, frontage works as stipulated by Transportation and Engineering, including:

Frontage Improvements (including at 8140 No. 5 Road)

- a) Removal of the unused existing driveway letdown located north of the existing driveway at 8160 No. 5 Road;
- b) Construct along the Sites No. 5 Road frontage, from the existing curb and gutter:
 - Minimum 1.5 m boulevard;
 - Minimum 3.5 m sidewalk.
- c) The new frontage improvements are to be transitioned to meet the existing treatments to the north and south of the site.

Water Works

- a) Using the OCP Model, there is 623.0 L/s of water available at a 20 psi residual at the No 5 Road frontage. Based on your proposed development, your site requires a minimum fire flow of 250.0L/s.
- b) At Developer's cost, the Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - iii) Contact the City's Operations (Water Department) to confirm if the existing Ø200mm water service connection WSL233110 at the north-west corner of the No 5 Road frontage is suitable for reuse. Reuse the Ø200mm water service connection if it is suitable for reuse. Otherwise, replace the existing water service connection.
 - iv) Cut, cap, and abandon all other existing water connections at the main.
 - v) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2n-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process (or via the servicing agreement process, if one is required).
- c) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works

- d) At Developer's cost, the Developer is required to:
 - i) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - ii) Retain all existing storm service connections. Provide a video inspection report of the existing storm service connections and inspection chambers along the No. 5 Road frontage. The report will be reviewed as part of the Servicing Agreement process. Replacement inadequate infrastructure, if required, shall be determined during the Servicing Agreement process.
 - iii) Prioritize new storm sewer drainage tie-ins to the existing storm sewer connection STCN10285.
- e) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Sanitary Sewer Works

- f) At Developer's cost, the Developer is required to:
 - i) Install a new sanitary sewer main centering No. 5 Road from the existing manhole SMH10362 at the south property line of 8140 No. 5 Road to the north property line, approximately 35 meters in length, complete with

PLN-98

Initial: _____

a new manhole at the north property line. The exact size and dimensions of the pipe and manholes shall be determined during the Servicing Agreement process.

- ii) Provide a video inspection report of the existing sanitary service connection SCON39184 and inspection chamber at the north-west corner of 8160 No. 5 Road. If adequate, retain the existing sanitary service connection at the north-west corner of 8160 No. 5 Road. Otherwise, remove and replace.
- g) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Street Lighting

- h) At Developer's cost, the Developer is required to:
 - i) Review street lighting levels along all road and lane frontages, and upgrade as required.

General Items

- i) At Developer's cost, the Developer is required to:
 - i) Complete other frontage improvements as per Transportation requirements.
 - ii) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (1) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages, if required.
 - iii) Enter into, if required, additional legal agreements, as determined through the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

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

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

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- If the development will be constructed in phases and stratified, a [Phased Strata Subdivision Application](#) is required. Each phase of a phased strata plan should be treated as a separate parcel, each phase to comply with the Richmond Zoning Bylaw 8500 in terms of minimum lot area, building setback and parking requirements. Please arrange to have the City's Approving Officer review the proposed phased boundaries in the early DP stages. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- If the development intends to create one or more air space parcels, an [Air Space Parcel Subdivision Application](#) is required. To allow sufficient time for staff review and preparation of legal agreements, the application should be submitted at least 12 months prior to the expected occupancy of development.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10662 (RZ23-026410)
8160 No. 5 Road**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation and designating it as “Assembly (ASY)” for the westerly 110 m from No. 5 Road portion of lands legally described as:

P.I.D. 003-574-113, North Half Lot 3 Block A Section 19 Block 4 North Range 5 West New Westminster District Plan 4090

2. Richmond Zoning Bylaw 8500 is amended by:
 - a) Adding the following as a new Additional Uses Section (Section 13.3.3.B) and renumbering previous sections accordingly and inserting the following text into the Additional Uses (Section 13.3.3.B)

“**farm business**”

- b) Inserting the following text into the Other Regulations (Section 13.3.11)

“13.3.11.8

Farm Business is permitted only for the following site and the following site is permitted to have one 279 m² **Agricultural Buildings and structures** and one 107 m² **roadside stand** in support of the **farm business** on the following **site**:

PID 003-574-113

North Half Lot 3 Block A Section 19 Block 4 North Range 5 West New Westminster District Plan 4090; and

3. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10662**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by JH
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

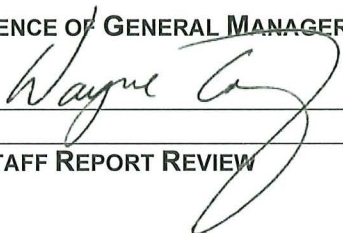


To: Planning Committee
From: John Hopkins
Director, Policy Planning
Date: May 9, 2025
File: 01-0157-30-RGST1/2025-Vol
01
Re: **Response to Metro Vancouver's Referral: Metro 2050 Regional Growth Strategy
Amendment Proposed by the City of Delta for the Properties Located at 4800
and 5133 Springs Boulevard**

Staff Recommendation

That the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled "Response to Metro Vancouver's Referral: Metro 2050 Regional Growth Strategy Amendment Proposed by the City of Delta for the Properties Located at 4800 and 5133 Springs Boulevard", dated May 9, 2025 from the Director, Policy Planning, be provided to the Metro Vancouver Regional District Board.

John Hopkins
Director, Policy Planning
(604-276-4279)

Att. 1

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

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated a process to amend the Metro 2050 Regional Growth Strategy (RGS), in relation to a request from the City of Delta for the properties located at 4800 and 5133 Springs Boulevard (herein called the ‘subject site’).

At its February 28, 2025 regular meeting, the Board of Directors of the Metro Vancouver Regional District (Metro Vancouver) adopted the following resolution:

That the MVRD Board:

- a) initiate the Metro 2050 amendment process for the City of Delta’s requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;*
- b) give first, second, and third readings to “Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025”;*
- c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and*
- d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.*

The City of Delta’s requested amendment to the Metro 2050 RGS involves a regional land use designation amendment to designate the subject site from Agricultural to General Urban. The subject site is located within the Metro 2050 RGS Urban Containment Boundary.

As part of Metro Vancouver’s notification process, the City of Richmond has been invited to provide written comments on the proposed amendments by June 13, 2025 (refer to Attachment 1 for the Metro Vancouver letter and accompanying report).

This report supports Council’s Strategic Plan 2022–2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

Proactive stakeholder and civic engagement to foster understanding and involvement and advance Richmond’s interests.

1.1 Continue fostering effective and strategic relationships with other levels of government and Indigenous communities.

1.2 Advocate for the needs of Richmond in collaboration with partners and stakeholders.

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

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

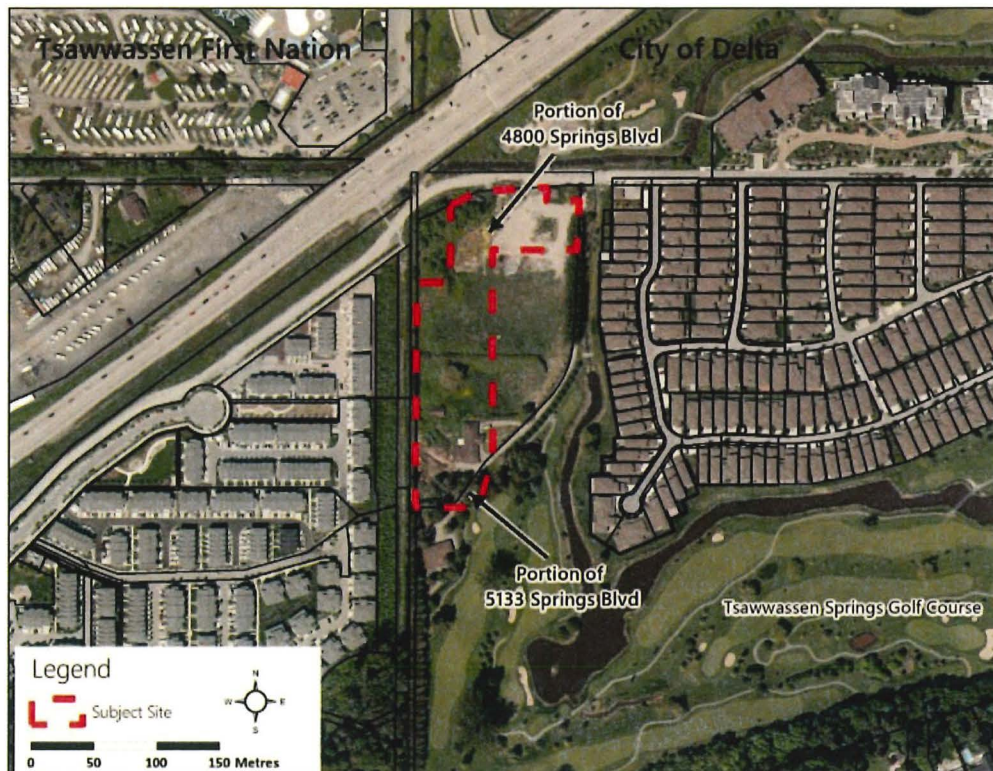
Findings of Fact

The proposed amendment is a Type 2 amendment in accordance with the criteria and procedures contained in the Metro 2050 RGS, which requires that the amendment bylaw be passed by an affirmative two-thirds weighted vote of the MVRD Board.

Development Proposal Information at 4800 and 5133 Springs Boulevard (City of Delta)

The subject site is 1.61 hectares (4 acres) and is surrounded by Tsawwassen Springs residential community to the east, townhouses on Tsawwassen First Nation lands to the west, and Highway 17 to the north. Across Highway 17 is the Tsawwassen Mills shopping centre. The Tsawwassen Springs Golf Course lands is situated to the south and northeast of the subject site. The subject site was approved for exclusion from the Agricultural Land Reserve (ALR) on August 7, 2024. The ALR exclusion approval is conditional to the applicant submitting the required survey plan within three years of the ALR exclusion decision. Figure 1 provides a location map with surrounding context for the subject site.

Figure 1 – Location Map and Surrounding Context



The proposed development is to accommodate a low density residential development (60 unit) townhouse complex on the subject site.

Analysis

Metro 2050 RGS Amendment at 4800 and 5133 Springs Boulevard (City of Delta)

The proposed amendment to the Metro 2050 RGS is to amend the regional land use designation from Agriculture to General Urban. The remaining part of the Tsawwassen Spring Golf Course is to retain the Agriculture designation and remain in the ALR. Refer to Figure 2 and Figure 3 for maps of the subject site showing the existing and proposed amendments to the Metro 2050 RGS.

Figure 2 – Existing Metro 2050 RGS

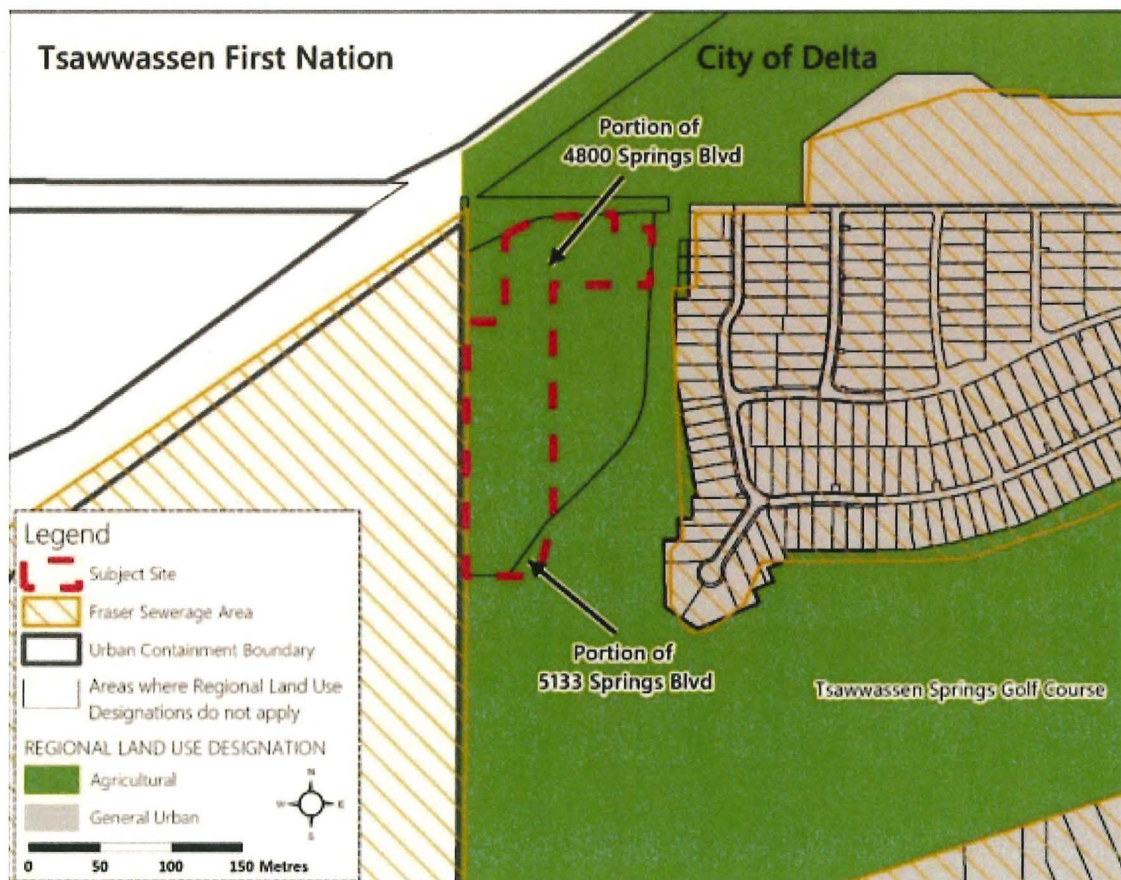
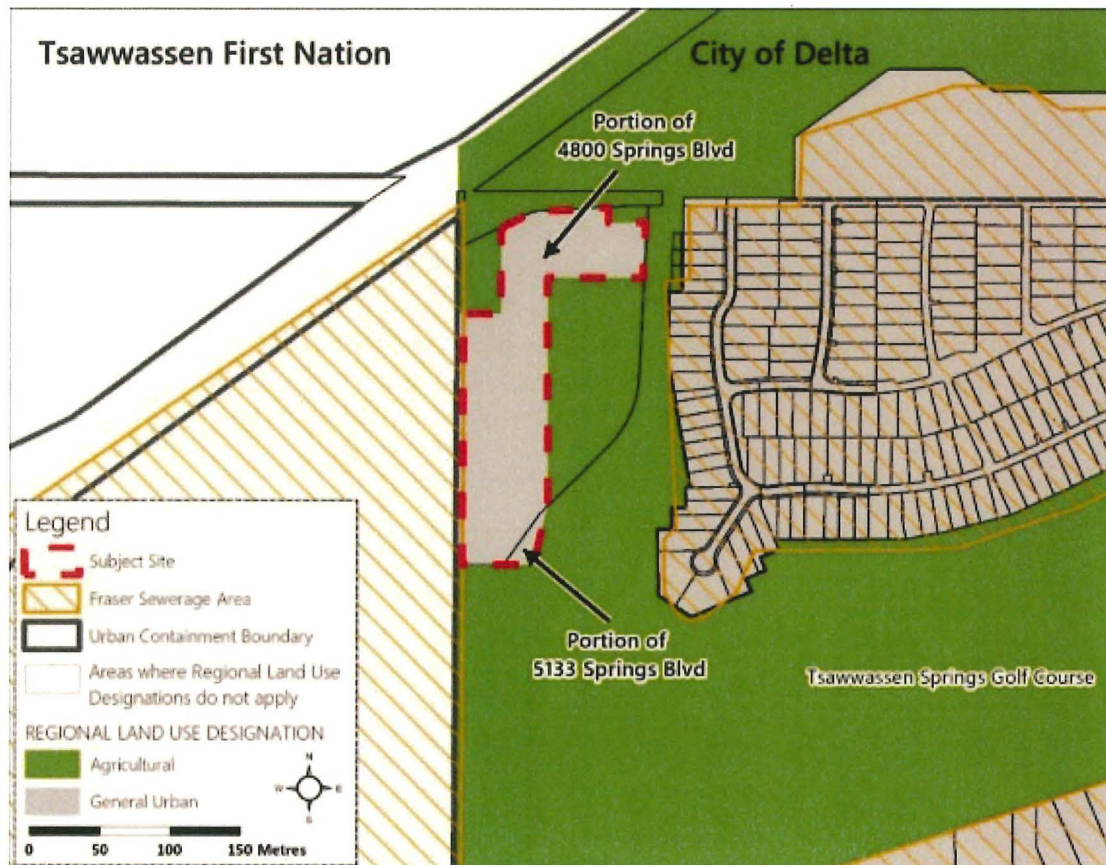


Figure 3 – Proposed Amendment to Metro 2050 RGS

A summary of the regional land use assessment contained in Metro Vancouver's report is as follows:

- The proposed low density residential development on the subject site is generally consistent with the Metro 2050 RGS goal of a compact urban area as the subject site is already contained in the Urban Containment Boundary and is a logical extension of the existing development pattern in the surrounding area that contains residential and commercial/service uses.
- In response to the proposed change in the current Agriculture land use designation, it is noted that previous reports from the consulting agrologist concluded that the subject site's existing soil and hydrology conditions limit the site use for conventional agricultural uses, which were considered and concurred with as part of the ALR exclusion application process.
- The report acknowledges potential impacts of the proposed residential development's general reliance on private vehicles as the primary mode of transportation available, but also notes available public transit that is accessible to the subject site, and existing pathway and sidewalk infrastructure that provide alternative transportation options.

- The proposed General Urban land use designation would allow for a wide range of residential housing types, including townhouses that are included in the subject site's redevelopment proposal. The report notes that this housing type is currently undersupplied in the region relative to demand.

City of Richmond Comments on the Proposed Metro 2050 RGS Amendment

City staff have reviewed Metro Vancouver's report (dated January 15, 2025) and have no comment on the proposed amendment as it has limited impact on the City of Richmond. Staff recognize that the subject site has limited agricultural capability due to its proximity to an active golf course, and adjacent residential community. On this basis, staff recommend that the MVRD Board be advised that the City of Richmond has no comment for the proposed amendment to the Metro 2050 RGS for the subject site at 4800 and 5133 Springs Boulevard (City of Delta).

Financial Impact

None.

Conclusion

Metro Vancouver has provided information on a proposed amendment to the Metro 2050 Regional Growth Strategy (RGS) in relation to a request from the City of Delta for the properties location at 4800 and 5133 Springs Boulevard (City of Delta) to amend the regional land use designation from Agriculture to General Urban. City staff recommend that the Metro Vancouver Regional District Board be advised that the City of Richmond has no comment on the proposed amendment.



Kevin Eng
Planner 3
(604-247-4626)

KE:cas

Att. 1: Metro Vancouver Letter and Report (excluding attachments)

Office of the Chair
 Tel. 604-432-6215 or via Email
CAOAdministration@metrovanancouver.org

April 17, 2025

File: CR-12-01
 Ref: RD 2025 Feb 28

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

VIA EMAIL: mbrodie@richmond.ca; cau@richmond.ca; carol.day@richmond.ca;
lgillanders@richmond.ca; kash.heed@richmond.ca; andy.hobbs@richmond.ca;
alexa.loo@richmond.ca; bmcnulty@richmond.ca; michael.wolfe@richmond.ca

Dear Mayor Malcolm Brodie and Council:

Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs Boulevard)

You are invited to provide written comments on a proposed amendment to *Metro 2050*, the regional growth strategy. *Metro 2050* is the regional federation's plan for managing growth coming to Metro Vancouver in a way that: protects important lands like agricultural; ecologically important and industrial lands; contains growth within an urban containment boundary and directs it to transit oriented locations; and supports the efficient provision of utilities and transit. *Metro 2050* contains six regional and parcel-based land use designations that support those objectives. By signing on to *Metro 2050*, if a member jurisdiction aspires to change the land use designation for a site, then, as part of the process, they have agreed to have the Metro Vancouver Board consider the regional implications of the proposed amendment. *Metro 2050* outlines the process for proposed amendments.

The City of Delta is requesting an amendment to *Metro 2050* for a 1.61-hectare site comprising portions of two properties located on Springs Boulevard in the Tsawwassen area. The proposed amendment would redesignate the regional land use of the site from Agricultural to General Urban to accommodate 60 townhouses. The site has received conditional approval from the Agricultural Land Commission for exclusion from the Agricultural Land Reserve.

74170957

At its February 28, 2025 regular meeting, the Board of Directors of the Metro Vancouver Regional District (MVRD) passed the following resolution:

That the MVRD Board:

- a) initiate the Metro 2050 amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;*
- b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";*
- c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of Metro 2050; and*
- d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.*

The proposed amendment is a Type 2 amendment to *Metro 2050*, which requires that an amendment bylaw be passed by the MVRD Board by an affirmative two-thirds weighted vote. For more information on regional growth strategy amendment procedures, please refer to Sections 6.3 and 6.4 in *Metro 2050*. Enclosed is a Metro Vancouver staff report dated January 15, 2025, titled "Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs Boulevard)" providing background information and an assessment of the proposed amendment regarding its consistency with *Metro 2050*.

If you have any questions or wish to comment with respect to the proposed amendment, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, by phone at 604-432-6391 or by email at jonathan.cote@metrovancover.org by **June 13, 2025**.

Yours sincerely,



Mike Hurley
Chair, Metro Vancouver Board

MH/JC/vc

cc: Serena Lusk, Chief Administrative Officer, City of Richmond
Claudia Jesson, Director of City Clerk's Office, City of Richmond
Jerry W. Dobrovolsky, Commissioner/Chief Administrative Officer, Metro Vancouver
Heather McNell, Deputy Chief Administrative Officer, Policy and Planning, Metro Vancouver

Encl: [Metro Vancouver Board report dated January 15, 2025, titled "Metro 2050 Type 2 Proposed Amendment – City of Delta \(4800 and 5133 Springs Boulevard\)" \(pg. 848\)](#)

74170957

To: Regional Planning Committee

From: Mark Seinen, Senior Planner and Charles Pan, Senior Policy and Planning Analyst,
Regional Planning and Housing Services

Date: January 15, 2025 Meeting Date: February 6, 2025

Subject: **Metro 2050 Type 2 Proposed Amendment – City of Delta (4800 and 5133 Springs
Boulevard)**

RECOMMENDATION

That the MVRD Board:

- a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
 - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
 - d) direct staff to notify in region First Nations via referral offices to provide an opportunity for comment on the proposed amendment.
-

EXECUTIVE SUMMARY

The City of Delta is requesting a Type 2 amendment to *Metro 2050* for 4800 and 5133 Springs Boulevard, in the Tsawwassen community. The proposed regional land use designation amendment would re-designate the site from Agricultural to General Urban to accommodate 60 townhouses. The Agricultural Land Commission (ALC) has conditionally approved the exclusion of the site from the Agricultural Land Reserve (ALR).

Staff analysis concludes that, on balance, the proposed amendment is supportable given the scale of the site, the land use context, and the ALC's determination that the land can be excluded from the Agricultural Land Reserve. Further, the proposed amendment is aligned with *Metro 2050*'s goals and strategies based on the following considerations:

- The development is within the Urban Containment Boundary, adjacent to the existing Tsawwassen Springs development and near the Tsawwassen Mills shopping centre;
- The site has nominal agricultural value, small size, constrained roadway access and degraded soils;
- The site has access to transportation options (transit, walking and cycling); and
- There are negligible impacts to regional liquid waste and water services anticipated.

The requested *Metro 2050* Type 2 amendment bylaw requires adoption through an affirmative two-thirds weighted vote of the MVRD Board. As the ALR exclusion is conditional, if the MVRD Board

gives three bylaw readings and refers the amendment for comment, any comments received will be brought back to the Board, and at that time, if the Board supports advancing the amendment, it may direct staff to bring back the bylaw for final reading and adoption once all the exclusion conditions have been met. An updated Regional Context Statement (RCS) reflecting the proposed regional land use designation change must also be approved by the MVRD Board and is required from the City of Delta prior to final reading and adoption of the amendment bylaw.

PURPOSE

This report provides the Regional Planning Committee and the MVRD Board the opportunity to consider the City of Delta's request to amend *Metro 2050* to accommodate 60 townhouses through a Type 2 *Metro 2050* amendment.

BACKGROUND

On September 9, 2024, Delta City Council passed a resolution requesting that the MVRD Board consider a Type 2 Amendment to *Metro 2050* to amend the regional land use designation of the site located at 4800 and 5133 Springs Boulevard from Agricultural to General Urban (Attachment 1). On November 29, 2024, Metro Vancouver received the City of Delta's request to consider the proposed *Metro 2050* amendment.

The proposed development site is currently part of the Agricultural Land Reserve (ALR). On August 7, 2024, the Agricultural Land Commission (ALC) conditionally approved the exclusion of the land from the ALR for residential development, subject to the submission of a survey plan within three years of the decision (Attachment 1).

Since the ALR exclusion is conditional, the MVRD Board can advance the bylaw amendment to *Metro 2050* but cannot give final reading and adoption until the ALR exclusion conditions have been satisfied. *Metro 2050* policy action 2.3.4 states:

Work with the Agricultural Land Commission (ALC) to protect the region's agricultural land base and not consider amending the Agricultural or Rural regional land use designation of a site if it is still part of the Agricultural Land Reserve (ALR). However, where the ALC has provided conditional approval to exclude land from the ALR, the Metro Vancouver Board may also provide conditional approval of a regional land use designation amendment for the exclusion site, subject to the ALC exclusion conditions being met.

SITE CONTEXT

The subject site is 1.61 hectares (4 acres) of mostly vacant land with a detached home on its south end. It includes portions of two parcels: most of the proposed development sits on 4800 Springs Boulevard and a small portion sits on 5133 Springs Boulevard, which is the Tsawwassen Springs Golf Course property. The proposed development is flanked by the Tsawwassen Springs residential community to the east, townhouses on Tsawwassen First Nation lands to the west, and Highway 17 to the north. Across Highway 17 sits the Tsawwassen Mills shopping centre and a water slide park. The site is part of the ALR but has received conditional exclusion. It sits outside the Fraser Sewerage Area but within the regional Urban Containment Boundary.

Figure 1. Site Context



The City of Delta's 1985 Official Community Plan (OCP) designates the 4800 Springs Boulevard portion as Private Recreational Areas (CR) in the Future Land Use Plan (Schedule A) and as Major Parks and Recreational Areas (P) in the Tsawwassen Future Land Use Plan (Schedule D.1). Both schedules designate the 5133 Springs Boulevard portion as Tsawwassen Golf and Country Club (TGCC). The City's Zoning Bylaw zones the 4800 Springs Boulevard portion as Private Recreation (C5) and the 5133 Springs Boulevard portion as Comprehensive Development Zone No. 360-1 (CD360-1). The regional land use designation in *Metro 2050* for both portions is Agricultural (Figure 2).

Although the City of Delta passed a more recent OCP bylaw in 2024, it contains an exception clause specifying that the lands involved in this application are subject to the provisions and land use designations in the earlier 1985 OCP bylaw. More site information can be found in the City of Delta's staff report (Attachment 1), and a summary of the existing site description is provided in Table 1.

Table 1. Existing Site Description

Site Size	1.61 hectares (4 acres)
Site Location	4800 and 5133 Springs Boulevard, Delta
Current Metro 2050 Regional Land Use Designation	Agricultural
Current City OCP Designation	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> Private Recreational Areas (CR) (in Future Land Use Plan)

	<ul style="list-style-type: none"> Major Parks and Recreational Areas (P) (in Tsawwassen Future Land Use Plan) Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> Tsawwassen Golf and Country Club (TGCC)
Current Zoning	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> Private Recreation (C5) Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> Comprehensive Development Zone No. 360-1 (CD360-1)
Within the Urban Containment Boundary	Yes
In the Agricultural Land Reserve	Yes, but has received conditional exclusion
In the Fraser Sewerage Area	No

PROPOSED REGIONAL LAND USE DESIGNATION AMENDMENT

The proposed amendment would change the subject site's regional land use designation from Agricultural to General Urban. Per *Metro 2050* policy action 6.3.3 b), this is a Type 2 amendment because the subject site is designated Agricultural.

The proposal would amend the City of Delta's OCP for the subject site to accommodate 60 townhouses on the site. The proposed land use changes are outlined in Table 2.

Table 2. Current and Proposed Site Designations

	Current	Proposed
Metro 2050	Agricultural	General Urban
OCP	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> Private Recreational Areas (CR) (in Future Land Use Plan) Major Parks and Recreational Areas (P) (in Tsawwassen Future Land Use Plan) Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> Tsawwassen Golf and Country Club (TGCC) 	Tsawwassen Golf and Country Club (TGCC)
Zoning	Portion of 4800 Springs Boulevard: <ul style="list-style-type: none"> Private Recreation (C5) Portion of 5133 Springs Boulevard: <ul style="list-style-type: none"> Comprehensive Development Zone No. 360-1 (CD360-1) 	Comprehensive Development Zone No. 360-5 (CD360-5)

Should the application proceed, an updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change will be required. It is expected that the City of Delta will submit an updated RCS for consideration at the time of final reading and adoption, should the MVRD Board choose to initiate the proposed amendment process and give initial readings to the *Metro 2050* amendment bylaw.

Figure 2. Existing Regional Land Use Designation

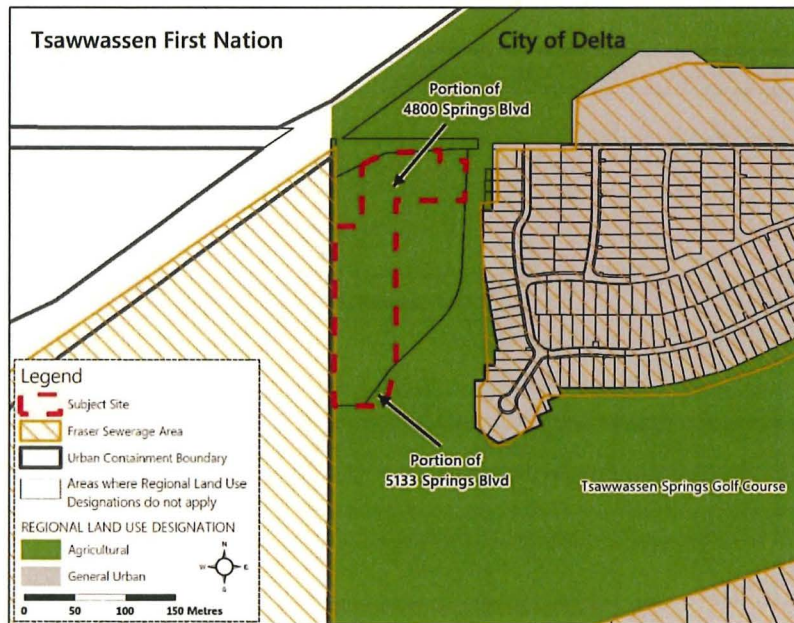
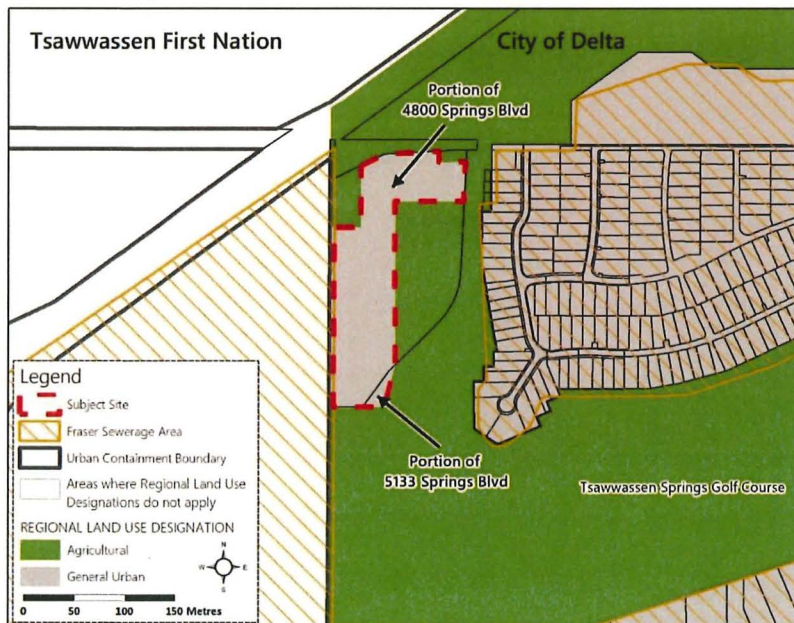


Figure 3. Proposed Regional Land Use Designation



REGIONAL PLANNING ANALYSIS

The City of Delta's proposed *Metro 2050* amendment has been assessed in relation to the applicable *Metro 2050* goals and policies. The intent of the assessment is to identify any potential regional planning implications and the regional significance of the proposed land use changes in consideration of *Metro 2050*, not to duplicate the municipal planning process. Staff's role in assessing amendment requests is primarily to consider any implications to the shared *Metro 2050*

vision, goals, and strategies from a long-term, regional perspective. A summary of the regional analysis is provided as follows.

Goal 1: Create a Compact Urban Area

Goal 1 of *Metro 2050* includes strategies to concentrate urban development within the Urban Containment Boundary and direct growth to Urban Centres and transit corridors, with an aim to support the development of resilient, healthy, connected, and complete communities with a range of services and amenities.

Consideration 1: Contain urban development within the Urban Containment Boundary

The subject site is located within the Urban Containment Boundary (UCB), supporting the *Metro 2050* target to focus 98 percent of the region's dwelling unit growth within the UCB.

Consideration 2: Focus growth in Urban Centres and Frequent Transit Development Areas

The proposed development is not located within an Urban Centre, Frequent Transit Development Area (FTDA) or Major Transit Growth Corridor. However, the small site is adjacent to the existing Tsawwassen Springs development, and ostensibly is an extension of that community. Given the size of the site and its land use context, the regional implications of this redesignation from a *Metro 2050* Goal 1 perspective are small.

Consideration 3: Develop resilient, healthy, connected, and complete communities with a range of services and amenities

The proposed development will complement the development of resilient, healthy, connected, and complete communities. Services – including grocery, restaurants and retail – are available in the Tsawwassen Mills outlet mall and neighbouring Tsawwassen Commons shopping centre; however, many of these services are located more than one kilometre away. Although the proposed development does not feature community amenities, the nearby Tsawwassen Springs development features amenities such as a café, restaurant, and fitness centre.

Goal 2: Support a Sustainable Regional Economy

Goal 2 of *Metro 2050* includes strategies to promote land development patterns that support a diverse regional economy. This includes the protection and enhancement of the region's supply of industrial and agricultural lands, while supporting employment opportunities close to where people live.

Consideration 1: Protect the supply of agricultural land and strengthen agricultural viability

Although the subject site may accommodate limited, non-soil-based agricultural activities or support services, agrologist reports have concluded that the site's degraded soil, limited access, and altered hydrology render it unsuitable for conventional agricultural purposes. The Agricultural Land Commission has concurred with the agrologist reports in its conditional approval of ALR exclusion.

To mitigate any impact to agricultural lands the landowner is providing a \$1,000,000 contribution to support agricultural capital works within the City of Delta. Further, the owner will include a 2.6-hectare property in Deroche, BC in the ALR in recognition of its suitability for agricultural uses.

While located outside the Metro Vancouver region, this contribution provides a benefit to agriculture within the province.

Goal 3: Protect the Environment, Address Climate Change, and Respond to Natural Hazards

Goal 3 of *Metro 2050* includes strategies to protect, enhance, restore and connect ecosystems while advancing land uses that reduce greenhouse gas emissions and improve resilience to climate change impacts.

Consideration 1: Protect, enhance, restore, and connect ecosystems

The proposed amendment may contribute to the *Metro 2050* target of increasing regional tree canopy cover within the Urban Containment Boundary to 40 percent by 2050. While the development would result in the removal of 84 existing trees, the developer has committed to planting 172 replacement trees. However, the ultimate impact on tree canopy cover will depend on factors such as tree species selection, soil conditions, irrigation practices, and maintenance.

Consideration 2: Advance land use, infrastructure, and human settlement patterns that reduce energy consumption and greenhouse gas emissions, create carbon storage opportunities, and improve air quality

The proposed amendment has the potential to negatively impact greenhouse gas emissions and air quality given its relatively car-dependent location. Given the high reliance on private vehicles in the Tsawwassen area, with 85 percent of commuters utilizing private vehicles, it is anticipated that the majority of trips generated from this development will also rely on private vehicles. Further, residents in this area exhibit longer average daily driving distances, with Delta residents driving an average of 26 kilometers per day, 41 percent higher than the regional average. However, the site is located near community amenities at Tsawwassen Springs, and the relatively small number of housing units proposed will generate a modest number of vehicle trips

Goal 4: Provide Diverse and Affordable Housing Choices

Goal 4 of *Metro 2050* includes strategies that encourage greater supply and diversity of housing to meet a variety of needs.

Consideration 1: Expand the supply and diversity of housing to meet a variety of needs

The proposed development will introduce 60 strata townhomes, a housing form currently undersupplied in the region relative to demand. However, once a regional land use designation is amended, development proposals may change with no further Metro Vancouver involvement. For this reason, analysis of *Metro 2050* alignment focuses on land use (i.e. General Urban), rather than the specifics of a development proposal.

Goal 5: Support Sustainable Transportation Choices

Goal 5 of *Metro 2050* includes strategies that encourage the coordination of land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking, and support the safe and efficient movement of vehicles for passengers, goods and services.

Consideration 1: Coordinate land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking

The proposed development has modest access to transit. Two bus services, the 609 and 620, are located about 800 metres away on 52 Street and Highway 17, respectively. Neither route meets Frequent Transit Network service levels: the 620 is a Standard service (i.e. peak frequencies of 15 to 30 minutes) and the 609 is a Basic service (i.e. peak frequencies of 30 to 60 minutes). These routes provide access to the Tsawwassen Ferry Terminal, Bridgeport Station on the Canada Line, and other destinations in Tsawwassen, Ladner and Richmond. Both bus stops may be reached via connected sidewalk networks.

A multi-use path runs along 52 Street, providing access to the Tsawwassen Mills shopping centre and other retailers, including grocers, on the north side of Highway 17. The City of Delta's OCP includes a long-term vision to construct a grade-separated pedestrian and cyclist connection on 52 Street over Highway 17, which would further enhance north-south connectivity.

Springs Boulevard is a designated bicycle route with shared-lane markings between the proposed development and 52 Street. This facility type will not be comfortable for all cyclists. The proponent may wish to consider street improvements to Springs Boulevard, such as speed bumps, crosswalks or other traffic calming measures, to limit the speed of vehicles traveling through the Tsawwassen Springs golf community.

Overall, given the land use context, sufficient alternative transportation opportunities are available.

IMPLICATIONS FOR METRO VANCOUVER UTILITY SERVICES

As summarized below, the proposed development is anticipated to have negligible impacts on Metro Vancouver's utility services.

Liquid Waste Services (GVS&DD)

The flows from the subject site will be conveyed for about 20 km to the Metro Vancouver system at South Surrey Interceptor Delta Section (SSD) via Delta's sewer system. The proposed development would have negligible impacts on the Metro Vancouver system despite the expansion of the Fraser Sewerage Area.

Water Services (GVWD)

The proposed development would ultimately be supplied by the GVWD's 900 mm diameter South Delta Main No. 2 via Delta's water system. The proposed land uses are expected to have negligible hydraulic impacts on GVWD's transmission system.

REGIONAL PLANNING ADVISORY COMMITTEE COMMENTS

An information report and presentation on the amendment application was provided to the Regional Planning Advisory Committee (RPAC) for comment on January 17, 2025. Staff from the City of Delta presented on the amendment application and no questions or comments were received from RPAC members.

REGIONAL CONTEXT STATEMENT

An updated Regional Context Statement (RCS) that reflects the proposed regional land use designation change is required from the City of Delta prior to final adoption of the amendment

bylaw. On September 9, 2024, Delta City Council approved a resolution to authorize staff to submit an updated RCS reflecting the proposed amendments. It is expected that the City will submit the updated RCS for consideration of acceptance if the Board chooses to initiate the proposed amendment process for *Metro 2050* and gives 1st, 2nd and 3rd readings to the *Metro 2050* amendment bylaw. The updated RCS will then be considered alongside the final adoption of the amendment bylaw, which will be brought to the Board once all ALR exclusion conditions have been satisfied. This process is in alignment with *Metro 2050* and its associated implementation guidelines. Once received, the Metro Vancouver Board has 120 days to accept or not accept the RCS as per the *Local Government Act*.

METRO 2050 AMENDMENT PROCESS AND NEXT STEPS

If the amendment is initiated, and the associated amendment bylaw receives 1st, 2nd, and 3rd readings, it will then be referred to all affected local governments (including member jurisdictions, TransLink and adjacent regional districts), local First Nations, and the Agricultural Land Commission. It will be posted on the Metro Vancouver website for a minimum of 45 days to provide an opportunity for comment. All comments received will be summarized and included in a report to the MVRD Board.

Metro 2050 identifies additional public engagement opportunities that may be used at the discretion of the MVRD Board, including: appearing as a delegation to the Regional Planning Committee or the MVRD Board when the amendment is being considered; conveyance of comments submitted from the respective local public hearing to the MVRD Board; and hosting a public information meeting (digitally or in person).

Removing ALR Exclusion Conditions

Because of legislative and *Metro 2050* requirements, the Board cannot give final reading and adoption to this amendment bylaw until all ALR exclusion conditions have been met and the ALC confirms the lands have been fully excluded from the ALR. The length of time an applicant has to meet the ALR exclusion conditions varies and may take several years before coming back to the Board.

If the Board gives three readings to this amendment bylaw and refers it out for comment, a report will be prepared with any referral comments and brought back to the Board after the comment period ends (typically 45-60 days). At that time, if the MVRD Board supports advancing the bylaw to final adoption, it may direct staff to bring back the bylaw for final reading and adoption once all ALR exclusion conditions are met. Likewise, if the Board receives referral comments and does not support advancing the bylaw amendment, it may decline the application at that stage and direct staff to notify the applicant of its decision.

If the Board gives final approval and adopts the bylaw amendment, then the City of Delta would need to apply to the GVS&DD Board to expand the regional sewerage area.

ALTERNATIVES

1. That the MVRD Board:
 - a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
 - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*; and
 - d) direct staff to notify in-region First Nations via referral offices to provide an opportunity for comment on the proposed amendment as per previous Board direction.
2. That the MVRD Board:
 - a) initiate the *Metro 2050* amendment process for the City of Delta's requested regional land use designation amendment from Agricultural to General Urban for the lands located at 4800 and 5133 Springs Boulevard;
 - b) give first, second, and third readings to "Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1406, 2025";
 - c) notify affected local governments and the Agricultural Land Commission and post the application on the Metro Vancouver website to provide an opportunity for comment on the proposed amendment as per Section 6.4.2 of *Metro 2050*;
 - d) direct staff to notify in-region First Nations via referral offices to provide an opportunity for comment on the proposed amendment as per previous Board direction; and
 - e) direct staff to commence an enhanced public engagement process, including hosting a regional public information meeting.
3. That the MVRD Board decline the proposed amendment for 4800 and 5133 Springs Boulevard and notify the City of Delta of the decision.

FINANCIAL IMPLICATIONS

If the MVRD Board chooses Alternatives 1 or 2, there are no financial implications for Metro Vancouver related to the initiation of the proposed amendment. If the MVRD Board chooses Alternative 3, a dispute resolution process may take place as prescribed by the *Local Government Act*. The cost of a dispute resolution process is prescribed based on the proportion of assessed land values. Metro Vancouver would be responsible for most of those associated costs.

CONCLUSION

The proposed Type 2 amendment is supportable given the scale of the site, the land use context, and the ALC's determination that the land can be excluded from the Agricultural Land Reserve. Further, the proposed amendment is aligned with *Metro 2050*'s goals and strategies based on its location with the Urban Containment Boundary, proximity to existing residential development and commercial services, and availability of transportation alternatives. Negligible impacts to regional liquid waste and water services are anticipated. Staff recommend Alternative 1.



City of Richmond

Report to Committee

To: General Purposes Committee
From: Peter Russell
Director, Housing
Date: May 7, 2025
File: 08-4057-05/2025-Vol
01
Re: **Housing Agreement Amendment Applications to Update Low-End Market
Rental Rents in Two Developments**

Staff Recommendations

1. That Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673 be introduced and given first, second, and third readings; and
2. That Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647 be introduced and given first, second, and third readings.

Peter Russell
Director, Housing
(604-276-4130)
Att. 1

REPORT CONCURRENCE		
ROUTED TO: Development Applications Law	CONCURRENCE ✓ ✓	CONCURRENCE OF DEPUTY CAO
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

This report outlines requests from two property owners to amend the definitions of permitted rent and eligible tenants in their housing agreements.

On November 12, 2024, Council approved changes to the City's Low-End Market Rental (LEMR) Program, updating the permitted rents and income thresholds as described in the report titled "Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing" dated October 16, 2024.

The updated rates, now set at 10% below CMHC market averages, reflect current market conditions and, therefore, provide for increased development viability and improved long-term financial sustainability, the latter relating to ongoing operations, including for non-profit operators.

The updated rates apply to housing agreements for new or in-stream development applications. The updated rates can be applied to existing agreements where an amending bylaw is adopted by Council. At the time of updating LEMR rent and income thresholds for new housing agreements, staff outlined that updates to existing agreements would be presented to Council for consideration on a case-by-case basis.

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

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

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

Analysis

Two applications have been received to implement the updated rates endorsed in November, 2024. The scale and occupancy status of each housing development covered by the housing agreements is described in Attachment 1.

Both amending bylaws, if adopted, would have the effect of repealing and replacing the existing housing agreements. The repeal and replace approach ensures consistency in the terms of the agreements and lessens the administrative burden of oversight and enforcement when carrying out the statutory declaration process. In addition to amendments pertaining to rents and income thresholds, the changes include minor drafting updates that modernize the older agreements without altering the core obligations of the owner. Notable changes to the agreements are outlined below:

- Both of the applications seek amendments to the definitions of "permitted rent" and "eligible tenant". Council's approval of the requested amendments would bring maximum rent rates

and income thresholds into alignment with the rates established within the City's updated LEMR Program framework. Specifically, the amendments would set permitted rent rates at 10 per cent below CMHC average market rents applicable to the City of Richmond, and income thresholds would be set at the point at which annual rents reflect 30 per cent of the gross (before-tax) household income.

- Both amendment bylaws include a provision that would allow the LEMR owner to charge tenants for parking subject to Council's approval enabling such an option.


The amendments cover a total of nine units. Three units are constructed and six units are under construction. The tenants occupying the three constructed units would not be impacted by the increased rental rates as their existing rents are subject to the protections provided under the *Residential Tenancy Act*.

Financial Impact

None

Conclusion

The proposed housing agreement amendments align maximum permitted rents and tenant eligibility with the rates and limits endorsed by Council in November, 2024.



Cade Bedford
Planner 2, Affordable Housing
(604-247-4916)

Att. 1: Summary of Housing Agreements Amendments

Summary of Housing Agreements Amendments

Owner / Beneficial Owner	Rezoning Address	No. of LEMR units	Construction / Occupancy Status	Operator / Future Owner	Bylaw
Cavendish Drive Holdings Ltd.	10140 No. 1 Road	6	Under construction, completion is expected in June 2025	Non-Profit Organization	Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490
Hamilton Village Limited Partnership	23233 Gilley Road	3	Completed 2020	To be purchased by Non-Profit Organization	Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No.9552



**Housing Agreement
(10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive)
Bylaw No. 10490, Amendment Bylaw No. 10673**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **"Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490, Amendment Bylaw No. 10673"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division <i>CAB</i>
APPROVED for legality by Solicitor <i>ML</i>

Schedule 1 to Bylaw 10673

SCHEDULE A

To Housing Agreement (10140, 10160 & 10180 No 1 Road and 4051 & 4068 Cavendish Drive) Bylaw No. 10490

**HOUSING AGREEMENT BETWEEN CAVENDISH DRIVE DEVELOPMENT
LIMITED PARTNERSHIP AND CAVENDISH DRIVE HOLDINGS LTD. AND THE
CITY OF RICHMOND**

AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AMENDMENT is dated for reference _____, 2025.

BETWEEN:

CAVENDISH DRIVE DEVELOPMENT LIMITED PARTNERSHIP
(Reg No. LP0858046), a limited partnership duly formed under the laws of
the Province of British Columbia and having its registered office at 700 –
401 West Georgia Street, Vancouver, BC V6B 5A1

(the “**Beneficiary**”)

AND:

CAVENDISH DRIVE HOLDINGS LTD. (Incorporation No. BC1323785),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 700 – 401 West Georgia Street,
Vancouver, BC V6B 5A1

(the “**Nominee**”, together with the Beneficiary, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. The Beneficiary is the beneficial owner and the Nominee is the registered owner of the Lands;
- B. The Owner applied to the City for permission to rezone the Lands, pursuant to Rezoning Application No. RZ 18-820669 (the “**Rezoning**”), to permit the construction of the Development on the Lands;
- C. As a consideration of Rezoning, the Owner and the City entered into a housing agreement dated for reference November 16, 2023 (the “**Original Agreement**”) to provide for affordable housing on the Lands in furtherance of the Affordable Housing Strategy, which was approved by Council for the City under Housing Agreement Bylaw No. 10490 and Amendment Bylaw 10673; and
- D. The Owner and the City wish to amend and restate the Original Agreement to, among other things, revise the maximum rent and maximum household income requirements under the Original Agreement.

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

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

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

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

- (a) **"Affordable Housing Strategy"** means the City of Richmond, Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as an "affordable housing unit" in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (d) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, any building constructed or to be constructed in an air space parcel on the Lands will constitute a Building for the purpose of this Agreement;
- (f) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **"City"** means the City of Richmond;
- (h) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (j) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (k) **“Common Amenities”** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (l) **“Common Recreational Facilities”** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development and the Development Permit process, including without limitation, fitness facilities and related access routes;
- (m) **“Common Transportation Facilities”** means all transportation facilities provided for the use of all residential occupants of the Lands, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development and the Development Permit process, including without limitation, visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (n) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (o) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (p) **“Development”** means the residential development to be constructed on the Lands;
- (q) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (r) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (s) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (t) **“Eligible Tenant”** means a Household having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30

provided however that:

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (i) if there is a decrease in the then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by a Household, the cumulative gross annual income for such Household shall be the cumulative gross annual income for such Household for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- (ii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (u) "GST" means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (v) "Household" means all of the occupants of a Dwelling Unit and consisting of:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) "Housing Covenant" means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units and is registered on title to the Lands under registration numbers: CA1022519 – CA1022522;
- (x) "Interpretation Act" means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (y) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (z) "Lands" means the lands and premises civically and legally described as 10188 No. 1 Road, Richmond, British Columbia, PID: 032-097-832, Lot A Section 35 Block 4 North Range 7 West NWD Plan EPP119030, as may be Subdivided from time to time;
- (aa) "Local Government Act" means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (bb) "LTO" means the New Westminster land title office or its successor;

- (cc) **"Occupancy Certificate"** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City's *Building Regulation Bylaw* 7230, as may be amended or replaced from time to time;
- (dd) **"OCP"** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ee) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (ff) **"Parking Operator"** means one of (i) the Owner; or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands; or (iii) any other company or entity, to whom the Owner grants a long-term lease or other contractual right over all of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (gg) **"Permitted Rent"** means the rent charged to an Eligible Tenant which amount shall not exceed 90% of the then current CMHC Average Rental Rate, as of the time such Eligible Tenant enters into a Tenancy Agreement, provided that:
 - (i) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
 - (ii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (hh) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ii) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (kk) **"Senior"** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (ll) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673

- (mm) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (nn) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit, including for certainty, an Affordable Housing Unit;
- (oo) **"Tenant"** means an occupant of a Dwelling Unit by way of a Tenancy Agreement and includes an Eligible Tenant; and
- (pp) **"Zoning Bylaw"** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes 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 Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its cost, executed and registered against title to the Lands or any portions thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation and management of the Affordable Housing Units and all ancillary and related spaces, uses, common areas and features as determined by the City through the Development Permit approval process for the Lands or any portions thereof;

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, Common Amenities and all other ancillary and related spaces, uses, common areas and features in accordance with the Development Permit;
- (c) not apply for an Occupancy Certificate in respect of the Development nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas and the Building(s) in which the Affordable Housing Units are situated have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit and any applicable City bylaws, rules or policies, to the satisfaction of the City; and
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units or any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to subdivision by a strata plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one strata lot or air space parcel, as applicable.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of an Eligible Tenant.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ, 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located within one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units within a Building; and
 - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement for an Affordable Housing Unit:
- (a) includes the following provision:

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

 - (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three days of the effective date of sale or transfer.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673

- (a) the Affordable Housing Unit will be used and occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

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

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) installing electric vehicle charging infrastructure (in excess of any that were pre-installed by the Owner at the time of construction of the Development), at the request of or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development;

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) the City's elected council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - A. the Zoning Bylaw; or
 - B. agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
- (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement for an Affordable Housing Unit;
- (f) the Owner will include in the Tenancy Agreement for an Affordable Housing Unit a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement for an Affordable Housing Unit a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(t) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement without the prior consent of the Owner or to anyone who is not an Eligible Tenant,

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.6(g)(ii) of this Agreement, the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is the greater of six months following the date that the Owner provided the notice of termination to the Tenant and the minimum amount of notice required by the *Residential Tenancy Act*;

- (h) a Tenancy Agreement for an Affordable Housing Unit will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of any Tenancy Agreement for an Affordable Housing Unit to the City upon demand.
- 3.7 If the Owner has terminated a Tenancy Agreement for an Affordable Housing Unit, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the subdivision of the Lands and any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation except as permitted pursuant to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities except as permitted pursuant to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after 10 days' written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (b) where an Affordable Housing Unit is a separate legal parcel, the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and in the case of a strata corporation, may note this Agreement on the common property sheet;
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands;
- (d) if this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request thereof from the Owner is received by the City, which request includes the registrable form of release;
 - (ii) the cost of the preparation of the registrable release and the cost of registration of the same in the Land Title Office is paid by the Owner;
 - (iii) the City has a reasonable time within which to execute the release and return the same to the Owner for registration; and
 - (iv) the Owner acknowledges and agrees that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation registered in the LTO and on title to all strata lots in the legal parcel in which the Affordable Housing Units are situated (including Affordable Housing Units and non-Affordable Housing Units); and
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in Sections 7.1(d) or 7.1(e), this Agreement will remain on title to the interests into which the Lands are subdivided.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

If applicable, the Owner further covenants and agrees that it will vote:

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

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation.

The Owner acknowledges and agrees that the City may require the Owner, at the Owner's sole cost, to employ a person or company with the skill and expertise to manage the Affordable Housing Units if in the City's sole and absolute discretion, the Owner has failed to ensure good and efficient management of the Affordable Housing Units or have otherwise failed to maintain the Affordable Housing Units as required by this Section 7.4.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;

- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

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

7.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6, will survive termination or discharge of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

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

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 City as Sole Beneficiary

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copies to: City Solicitor, and the Director, Housing Office,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

7.25 Counterparts

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

[remainder of page intentionally blank]

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

**CAVENDISH DRIVE DEVELOPMENT
LIMITED PARTNERSHIP**, by its general partner,
**CAVENDISH DRIVE DEVELOPMENT GP
LTD.**

Per: Kush Ponatch
Name: KUSH PONATCH
Title: DIRECTOR

Per: _____
Name: _____
Title: _____

CAVENDISH DRIVE HOLDINGS LTD.

Per: Kush Ponatch
Name: KUSH PONATCH
Title: DIRECTOR

Per: _____
Name: _____
Title: _____

CITY OF RICHMOND

Per: _____
Name: Malcolm D. Brodie
Title: Mayor

Per: _____
Name: Claudia Jesson
Title: Corporate Officer

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

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673

SCHEDULE A to Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the "Affordable Housing Units") located
CANADA)	at
)	_____
PROVINCE OF BRITISH COLUMBIA)	(street address), British Columbia, and Housing
)	Agreement dated _____, 20____ (the
TO WIT:)	"Housing Agreement") between
)	_____ and
)	the City of Richmond (the "City")

I, _____ (full name),
 of _____ (address) in the Province
 of British Columbia, DO SOLEMNLY DECLARE that:

1. ☐ I am the registered owner (the "Owner") of the Affordable Housing Units;
 or
 ☐ I am a director, officer, or an authorized signatory of the Owner and I have personal
 knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the
 Affordable Housing Units and information as of the ____ day of _____,
 20____;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants
 (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations
 under the Housing Agreement and any housing covenant(s) registered against title
 to the Affordable Housing Units;

Page 1 of 2 – continued on next page

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673

Page 2 of 2 – continued from Page 1

4. The information set out in the table attached as Appendix A hereto (the "**Information Table**") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And 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 by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____)
 _____ in the)
 Province of British Columbia, Canada, this)
 _____ day of _____, 20____)
 _____)
 Name: _____)
 A Commissioner for taking Affidavits in and)
 for the Province of British Columbia)
)
)

Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.

Continue rows as needed.

Housing Agreement (Section 483 *Local Government Act*)
10188 No. 1 Road (Lot A)
Application No. RZ 18-820669 / DP 21-940028
Housing Bylaw No. 10490, Amendment No. 10673


CONSENT AND PRIORITY AGREEMENT

With respect to the Amended and Restated Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and **CAVENDISH DRIVE DEVELOPMENT LIMITED PARTNERSHIP** together with **CAVENDISH DRIVE HOLDINGS LTD.** (together, the "**Owner**") in respect of the Lands (as described in the Housing Agreement).

THE BANK OF NOVA SCOTIA (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents are registered in the Lower Mainland Land Title Office under registration numbers: Mortgage CA9391107 and Assignment of Rents CA9391108 (collectively, the "**Bank Charges**").

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

THE BANK OF NOVA SCOTIA

Per: 
 Name: _____
 Title: **Edwin Ho**
Director & Group Lead
Real Estate Banking

Per: _____
 Name: _____
 Title: _____

Housing Agreement (Section 483 *Local Government Act*)
 10188 No. 1 Road (Lot A)
 Application No. RZ 18-820669 / DP 21-940028
 Housing Bylaw No. 10490, Amendment No. 10673



City of Richmond

Bylaw 10647

Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552, Amendment Bylaw No. 10647”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division <i>CHB</i>
APPROVED for legality by Solicitor <i>LH</i>

Schedule 1 to Bylaw 10647

SCHEDULE A

**To Housing Agreement (23241, 23281 and part of 23301 Gilley Road and part of 23060 and
23000 Westminster Highway) Bylaw No. 9552**

**HOUSING AGREEMENT BETWEEN ORIS DEVELOPMENTS (HAMILTON) CORP.
AND THE CITY OF RICHMOND**

**AFFORDABLE HOUSING AGREEMENT
(SECTION 483 LOCAL GOVERNMENT ACT)**

THIS AGREEMENT is dated for reference _____, 2025

BETWEEN:

ORIS DEVELOPMENTS (HAMILTON) CORP., a corporation incorporated under the laws of British Columbia (Incorporation No. BC0906264), having its registered and records office at 2010-1055 West Georgia Street, Vancouver, British Columbia V6E 3P3

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands, which Lands were created from the subdivision of the Parent Parcel pursuant to the *Strata Property Act*;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- D. In connection with the rezoning of, *inter alia*, the Parent Parcel, the Owner and the City entered into a housing agreement pursuant to Section 483 of the *Local Government Act* and Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 to provide for affordable housing on the Parent Parcel, which housing agreement was noted on title to the Parent Parcel under number CA8355332; and
- E. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **"Affordable Housing Strata Lots"** means, collectively, those lands and premises situated in the City of Richmond and legally described as:
 - (i) PID: 031-092-527, Strata Lot 5 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V;
 - (ii) PID: 031-092-560 Strata Lot 9 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V; and
 - (iii) PID: 031-092-578, Strata Lot 10 Section 36 Block 5 North Range 4 West New Westminster District Strata Plan EPS5760 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V;
- (d) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Affordable Housing Strata Lots and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development;
- (e) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (f) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (g) **"Building Permit"** means a building permit authorizing construction on the Lands and lands adjacent to the Lands, or any portion(s) thereof;

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

- (h) **"City"** means the City of Richmond;
- (i) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (l) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities, and related access routes;
- (n) **"Common Transportation Facilities"** means all transportation facilities provided for the use of all residential occupants of the Affordable Housing Strata Lots, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **"CPI"** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (p) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (q) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands and lands adjacent to the Lands;

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

- (r) **“Development Permit”** means the development permit authorizing the development of the Lands and lands adjacent to the Lands, or any portion(s) thereof, and includes Development Permit Application No. DP 15-716268;
- (s) **“Director, Housing Office”** means the City’s Director, Housing Office, and his or her designate;
- (t) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Affordable Housing Strata Lots whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (u) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
 - (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,provided however that:
 - (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
 - (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (v) **“Family”** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

- (x) **“Housing Covenant”** means the “Housing Covenant and Rent Charge (Section 219 *Land Title Act*)” agreement, including a Section 219 covenant and a rent charge, granted in favour of the City and registered in the LTO under nos. CA5597152 and CA5597154 (which Section 219 covenant was modified by the “Modification of Housing Covenant” granted in favour of the City and registered in the LTO under no. CA8185615), as the same may be modified or replaced;
- (y) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (z) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (aa) **“Lands”** means, together:
 - (i) the Affordable Housing Strata Lots; and
 - (ii) Common Property, Strata Plan EPS5760,as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (bb) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (cc) **“LTO”** means the New Westminster Land Title Office or its successor;
- (dd) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw* 7230, as may be amended or replaced;
- (ee) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ff) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (gg) **“Parent Parcel”** means those lands and premises formerly situated in the City of Richmond and formerly known and legally described as:

PID: 029-980-194, Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255;

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

- (hh) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Parent Parcel or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (ii) **“Permitted Rent”** means:
- (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,
- provided that:
- (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
- (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (jj) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (kk) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ll) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (mm) **“Senior”** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (nn) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (oo) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

- (pp) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (qq) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (rr) **“Zoning Bylaw”** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes 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 Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units and all Common Amenities and

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;

- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building(s) in which the Affordable Housing Units are situated, confirming that the Affordable Housing Units, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with the Agreement; and
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one Building; and
- (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

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

- (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors;”;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
 - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax,
- provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:
- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for), heating, cooling, or domestic hot water heating);

- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development,

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
 - (A) the Zoning Bylaw; or
 - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
 - (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(u) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;

- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(u), Eligible Tenant, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road
Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw, which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and

Housing Agreement (Section 483 *Local Government Act*)

23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

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- (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
 - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

- (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

If applicable, the Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation; and
- (b) as the owner of the air space parcel or remainder parcel containing the Affordable Housing Units at any applicable meetings of the owners of the other subdivided parcels of the Parent Parcel,

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

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may

require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 Indemnity

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

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

7.6 Release

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

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

7.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6, will survive termination or discharge of this Agreement.

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
V.1

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

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

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

Copies to: City Solicitor, and the Director, Housing Office,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

7.25 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an

Housing Agreement (Section 483 *Local Government Act*)
23233 Gilley Road

Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647

V.1

original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

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

ORIS DEVELOPMENTS (HAMILTON) CORP.

by its authorized signatory(ies):

Per: _____

Name: DANA WESTERMARK.

Per: _____

Name: _____

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____

Malcolm D. Brodie, Mayor

Per: _____

Claudia Jesson, Corporate Officer

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

SCHEDULE A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

CANADA)
)
) IN THE MATTER OF Unit Nos. _____ - _____ (collectively, the
) "Affordable Housing Units") located at
) _____, (street
 PROVINCE OF BRITISH) address), British Columbia, and Housing Agreement dated
 COLUMBIA) _____, 20____ (the "Housing Agreement")
)
) between
 TO WIT:) _____ and the City of
) Richmond (the "City")
)

I, _____ (full name),
of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. ☐ I am the registered owner (the "Owner") of the Affordable Housing Units;
or,
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

Page 1 of 2 – continued on next page...

... continued from Page 1 – Page 2 of 2

5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And 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 by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at)
_____ in the Province)
of British Columbia, Canada, this _____ day of)
_____, 20____)
_____)
_____)
_____) Name: _____
A Notary Public and a Commissioner for taking)
Affidavits in and for the Province of British Columbia)
_____)
_____)

(Signature of Declarant)

*Declarations should be signed, stamped, and dated and witnessed by a lawyer,
notary public, or commissioner for taking affidavits.*

APPENDIX A TO STATUTORY DECLARATION

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:										
Property Management Company:		Property Manager Email:		Property Manager Name:		Property Manager Phone Number:										
Unit and Household Information		Income and Rent		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)												
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant's 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$	\$	\$	\$	\$
1				No				\$27,764	Yes							
2				No				\$7,825	Yes							
3				No												
4				No												
5				No												

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)
 23233 Gilley Road
 Application No. RZ 14-660662/RZ 14-660663 Bylaw No.9552, Amendment Bylaw No. 10647
 V.1

CONSENT AND PRIORITY AGREEMENT

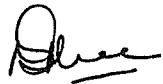
With respect to the Housing Agreement (the "**Agreement**") made pursuant to section 483 of the *Local Government Act* between Oris Developments (Hamilton) Corp. (the "**Owner**") and the City of Richmond in respect of the Affordable Housing Strata Lots (as described in the Agreement).

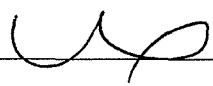
Vancouver City Savings Credit Union (Inc. No. FI-97) (the "**Bank**") is the holder of a mortgage and assignment of rents encumbering the Affordable Housing Strata Lots which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CA8634438, and Assignment of Rents CA8634439 (collectively, the "**Bank Charges**").

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

VANCOUVER CITY SAVINGS CREDIT UNION

by its authorized signatory(ies):

Per:  _____
Name: _____ **Moushume Akter**
Community Business Lending Coordinator

Per:  _____
Name: _____ **Cindy Cheung**
Community Business Lending Coordinator