



**Planning Committee**

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

**Tuesday, July 5, 2016  
4:00 p.m.**

Pg. #      ITEM

MINUTES

**PLN-4**      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on June 21, 2016.*



NEXT COMMITTEE MEETING DATE

July 19, 2016, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9544 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 9251 & 9291 ALEXANDRA ROAD (JINGON DEVELOPMENT GROUP)**

(File Ref. No. 08-4057-01) (REDMS No. 5042629 v. 2)

**PLN-10**

**See Page PLN-10 for full report**

*Designated Speaker: Joyce Rautenberg*

STAFF RECOMMENDATION

*That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit Application DP 12-613923.*



2. **HOUSING AGREEMENT BYLAW NO. 9552 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 23241, 23281 AND PART OF 23301 GILLEY ROAD, AND PART OF 23060 AND 23000 WESTMINSTER HIGHWAY (ORIS DEVELOPMENTS (HAMILTON) CORP.)**

(File Ref. No. 08-4057-01) (REDMS No. 5042367 v. 6)

PLN-33

See Page PLN-33 for full report

*Designated Speaker: Joyce Rautenberg*

STAFF RECOMMENDATION

*That Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 14-660663.*



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY 0870068 BC LTD. FOR REZONING AT 9351 NO. 1 ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009577; RZ 15-710083) (REDMS No. 5030280)

PLN-64

See Page PLN-64 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, for the rezoning of 9351 No. 1 Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.*



4. **APPLICATION BY SANSAAR INVESTMENTS LTD. FOR REZONING AT 9460 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009582; RZ 15-701879) (REDMS No. 4994726)

PLN-81

See Page PLN-81 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, for the rezoning of 9460 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.*



5. **APPLICATION BY HAYDENCO HOLDINGS LTD. FOR REZONING AT 12040 NO. 5 ROAD FROM AGRICULTURAL (AG1) TO LIGHT INDUSTRIAL (IL)**

(File Ref. No. 12-8060-20-009584; RZ 14-672762) (REDMS No. 5037684)

PLN-108

See Page PLN-108 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, for the rezoning of 12040 No. 5 Road from “Agricultural (AG1)” to “Light Industrial (IL)”, be introduced and given first reading.*



6. **MANAGER’S REPORT**

ADJOURNMENT





## Planning Committee

Date: Tuesday, June 21, 2016

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Vice-Chair  
Councillor Chak Au  
Councillor Carol Day  
Councillor Harold Steves

Absent: Councillor Linda McPhail

Also Present: Councillor Derek Dang

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

## MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on June 7, 2016, be adopted as circulated.*

**CARRIED**

## NEXT COMMITTEE MEETING DATE

July 5, 2016, (tentative date) at 4:00 p.m. in the Anderson Room

## DELEGATION

1. Cindy Lee and Steve Guthrie, representing Save Richmond Trees, with the aid of a visual presentation and referencing speaking notes (copy on file, City Clerk's Office), spoke on tree protection in the city, and expressed concern with regard to the retention and replacement of trees in relation to new construction in the city.

1.

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Discussion ensued with regard to (i) the ecological benefits of trees, (ii) best practices for the retention of trees, (iii) the City's current requirements for tree retention, (iv) tree retention policies in the City of Vancouver, (v) the removal and replacement of trees to comply with City's Floodplain Management Policy, and (vi) increasing the city's tree canopies.

In reply to queries from Committee, Joe Erceg, General Manager, Planning and Development, noted that (i) the City requires that trees must be replaced if they cannot be retained, (ii) a cash contribution to the City is provided in lieu of the trees that cannot be replaced on the development application site, (iii) generally trees are replanted on the same site, and (iv) trees are assessed prior to the City granting tree removal permits.

It was moved and seconded

*That staff review the recommendations from the Save Richmond Trees group and report back.*

**CARRIED**

## COMMUNITY SERVICES DIVISION

**2. AFFORDABLE HOUSING STRATEGY UPDATE - NON-MARKET  
(SUBSIDIZED) RENTAL POLICY INFORMATION  
BACKGROUNDER**

(File Ref. No. 08-4057-01) (REDMS No. 5018999 v. 23)

Joyce Rautenberg, Affordable Housing Coordinator, reviewed the Affordable Housing Strategy Update, noting that the City will be hosting an upcoming open house on June 28, 2016 at the Richmond Cultural Centre, and that it is anticipated that the final community profile will be presented to Committee in the third quarter.

Discussion ensued with regard to (i) expiring operating agreements of co-op and non-profit housing, (ii) advocating senior levels of government to support local co-op, non-profit housing and affordable housing, and (iii) the city's low vacancy rate.

In reply to queries from Committee, Cathryn Volkering Carlile, General Manager, Community Services, noted that the City may send a position paper on co-op housing in the city to the senior levels of government however, advised that the City first complete its affordable housing review. She added that Council has had past meetings with the Minister Responsible for Housing regarding issues related to affordable housing in the city.

Discussion ensued with regard to opportunities to increase density in developments and the risks of servicing large mortgages.

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It was moved and seconded

*That the staff report titled "Affordable Housing Strategy Update – Non-Market (Subsidized) Rental Policy Information Backgrounder," dated June 1, 2016 from the General Manager, Community Services, be received for information.*

**CARRIED**

**3. AFFORDABLE HOUSING STRATEGY UPDATE - LOW END MARKET RENTAL POLICY INFORMATION BACKGROUNDER**

(File Ref. No. 08-4057-01) (REDMS No. 5018990 v. 22)

It was moved and seconded

*That the staff report titled "Affordable Housing Strategy Update – Low End Market Rental Policy Information Backgrounder," dated June 1, 2016 from the General Manager, Community Services, be received for information.*

**CARRIED**

**4. AFFORDABLE HOUSING STRATEGY UPDATE - AFFORDABLE HOMEOWNERSHIP POLICY INFORMATION BACKGROUNDER**

(File Ref. No. 08-4057-01) (REDMS No. 5018998 v. 10)

It was moved and seconded

*That the staff report titled "Affordable Housing Strategy Update – Affordable Homeownership Policy Information Backgrounder," dated June 1, 2016 from the General Manager, Community Services, be received for information.*

**CARRIED**

*Cllr. Dang left the meeting (4:41 p.m.) and did not return.*

**PLANNING AND DEVELOPMENT DIVISION**

**5. APPLICATION BY NAVEED RAZA FOR REZONING AT 10340/10360 BIRD ROAD FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009567; RZ 15-704996) (REDMS No. 5006238)

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9567, for the rezoning of 10340/10360 Bird Road from "Single Detached (RS1/E)" to "Single Detached (RS2/B)", be introduced and given first reading.*

**CARRIED**

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**6. APPLICATION BY MONARCHY HOLDING GROUP INC. FOR REZONING AT 4971/4991 WINTERGREEN AVENUE FROM SINGLE DETACHED (RS1/E) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009569; RZ 16-724552) (REDMS No. 5006184 v. 4)

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9569, for the rezoning of 4971/4991 Wintergreen Avenue from the "Single Detached (RS1/E)" zone to the "Single Detached (RS2/B)" zone, be introduced and given first reading.*

**CARRIED**

**7. APPLICATION BY SU PING YANG TO DISCHARGE LAND USE CONTRACT AT 9508 PALMER ROAD**

(File Ref. No. 12-8060-20-009572; LU 16-727303) (REDMS No. 5023845)

In reply to queries from Committee, Wayne Craig, Director, Development, noted that the City received 25 Board of Variance applications to appeal the land use contract discharge date, and that the first Board of Variance meeting is scheduled in July 2016.

It was moved and seconded

*That Richmond Land Use Contract Discharge Bylaw No. 9572, to discharge the Land Use Contract from the title of 9508 Palmer Road, be introduced and given first reading.*

**CARRIED**

**8. APPLICATION BY 0908206 BC LTD. FOR REZONING AT 9560, 9580 AND 9584 GRANVILLE AVENUE FROM SINGLE DETACHED (RS1/F) TO MEDIUM DENSITY TOWNHOUSES (RTM2)**

(File Ref. No. 12-8060-20-9573; RZ 14-677733) (REDMS No. 5004985)

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9573, for the rezoning of 9560, 9580 and 9584 Granville Avenue from "Single Detached (RS1/F)" to "Medium Density Townhouses (RTM2)", be introduced and given first reading.*

**CARRIED**

**9. MANAGER'S REPORT**

**(i) Public Information Meeting for Proposed Townhouse Development**

Mr. Craig advised that an applicant is hosting a public information meeting on June 22, 2016 in Woodward's Elementary School to seek neighbourhood input for a proposed townhouse development along No. 5 Road near Steveston Highway. He added that a staff member will be in attendance at meeting.

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In reply to queries from Committee, Mr. Craig noted that (i) mail notification of the meeting is generally consistent with the City's Public Hearing notification area requirements, (ii) driveway access to No. 5 Road is proposed, and (iii) Clerk's staff will respond to a referral to examine the City's notification requirements for various applications submitted to the City.

**(ii) *Wolff House Demolition***

Terry Crowe, Manager, Policy Planning, updated Committee regarding public correspondence sent to the *Richmond News* with a copy to Council regarding the demolition of Wolff House noting that, (i) a demolition permit was issued for Wolff House, (ii) the Heritage Registry is a separate list from the Inventory, and (iii) Planning and Community Services staff will be updating the Heritage Inventory and review the Heritage Registry.

Discussion ensued with regard to (i) dissolving the Heritage Inventory, (ii) the 90 day waiting period and City notification required for the demolition of properties in the Heritage Registry, (iii) evaluating properties for inclusion in the Heritage Registry, and (iv) restricting the demolition of properties that are 60 years old or older.

As a result of the discussion, staff were directed to evaluate the Heritage Inventory.

**(iii) *New Westminster Official Community Plan***

Mr. Crowe noted that the City was invited by New Westminster to comment on proposed updates to their Official Community Plan. The Vice-Chair advised that staff may provide comment regarding the proposed updates on Committee's behalf.

**(iv) *Micro Suites***

In reply to queries from Committee, Mr. Craig noted that (i) units approximately 350 square feet in area or smaller are generally considered micro suites, (ii) a development application along No. 3 Road near the Brighthouse Station is proposing to build micro suites, (iii) staff are preparing a report on micro suites for Planning Committee consideration, and (iv) there are examples of micro suites in the City of Vancouver and the City of Surrey.

Discussion ensued with regard to the liveability of micro suites and the suitability of micro suites in an urban area.

**ADJOURNMENT**

It was moved and seconded

***That the meeting adjourn (5:01 p.m.).***

**CARRIED**



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Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, June 21, 2016.

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Councillor Bill McNulty  
Vice-Chair

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Evangel Biason  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** June 13, 2016  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2016-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9544 to Permit the City of Richmond to Secure Affordable Housing Units located at 9251 & 9291 Alexandra Road (Jingon Development Group)**

### Staff Recommendation

That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Development Permit Application DP 12-613923.

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

Att. 2

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

## **Staff Report**

### **Origin**

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9544 (Attachment 1) to secure 631.5 m<sup>2</sup> (6797.5 ft<sup>2</sup>) or eight (8) affordable housing units in the proposed development located at 9251 & 9291 Alexandra Road (Attachment 2).

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

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

*Strategic Direction #1: Expand Housing Choices*

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

Jingon Development Group has applied to the City of Richmond for permission to develop a four (4) storey building with a small commercial area (185.8m<sup>2</sup> or 2,000ft<sup>2</sup>) on the ground floor fronting onto Alexandra Road, over one level of underground parking at 9251 and 9291 Alexandra Road. The site currently contains a single detached dwelling on 9291 Alexandra Road, while 9251 Alexandra Road is vacant. The site is being rezoned from "Single Detached (RS1F)" to "Residential/Limited Commercial (ZMU20) – Alexandra Neighbourhood (West Cambie)." At its June 20, 2011 Public Hearing, Council gave second and third reading to the rezoning (RZ 10-534751) for the overall development. The proposed development will introduce approximately 132 units of residential apartments, including eight (8) units will be secured as affordable housing units in accordance with the City's Affordable Housing Strategy.

The Development Permit was endorsed by the Development Permit Panel on February 27, 2013; the final endorsement is subject to a Housing Agreement being registered on title to secure eight (8) affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy. The proposed Housing Agreement Bylaw for the subject

development (Bylaw No. 9544) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject development application involves a development consisting of approximately 132 residential units, including eight (8) affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Number of Units	Maximum Monthly Rent	Total Household Annual Income
1 bedroom	1	\$950	\$38,000 or less
2 bedroom	7	\$1,162	\$46,500 or less
	<b>8 units</b>		

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low-end-market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking spaces). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the eight (8) affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9544 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure eight (8) affordable rental units that are proposed in association with Development Permit Application 12-613923.



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

Att. 1: Bylaw No. 9544, Schedule A  
2: Map of Subject Property



City of  
Richmond

**Bylaw 9544**

## Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544

The Council of the City of Richmond enacts as follows:

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

PID: NO PID

LOT A SECTION 34 BLOCK 5 NORTH RANGE 6 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP59694

2. This Bylaw is cited as "Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

Schedule A to Bylaw No. 9544

To Housing Agreement (9251& 9291 Alexandra Road) Bylaw No. 9544

HOUSING AGREEMENT BETWEEN the City of Richmond and Jingon Development Group

**HOUSING AGREEMENT**  
**(Section 483 Local Government Act)**

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**0911243 B.C. LTD.** (Incorporation No. BC0911243),  
a company duly incorporated under the laws of the Province of British  
Columbia and having its registered office at 12900 Gilbert Road,  
Richmond, British Columbia, V7E 2H6

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

**AND:**

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

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

**WHEREAS:**

- A. Section 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;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (e) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (f) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a bachelor unit, \$34,000 or less;
  - (ii) in respect to a one bedroom unit, \$38,000 or less;
  - (iii) in respect to a two bedroom unit, \$46,500 or less; or
  - (iv) in respect to a three or more bedroom unit, \$57,500 or less



provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (h) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on \_\_\_\_ day of \_\_\_\_\_, 2016, under number \_\_\_\_\_, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:  
  
PID: No PID, Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP59694
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"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;

(p) **“Permitted Rent”** means no greater than:

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

provided that, commencing July 1, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

(q) **“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;

(r) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

(s) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

(t) **“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*;

(u) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

(v) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

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

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

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

### **ARTICLE 3**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 DEFAULT AND REMEDIES**

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

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The

Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

## 7.2 Modification

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

## 7.3 Management

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

## 7.4 Indemnity

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

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

## 7.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators,



personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

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

#### 7.6 **Survival**

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

#### 7.7 **Priority**

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

#### 7.8 **City's Powers Unaffected**

This Agreement does not:

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

#### 7.9 **Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and

- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

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

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

#### **7.11 Notice**

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

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

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

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

#### **7.12 Enuring Effect**

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

#### **7.13 Severability**

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

#### **7.14 Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising

any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

**7.15 Sole Agreement**

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

**7.16 Further Assurance**

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

**7.17 Covenant Runs with the Lands**

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

**7.18 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.

**7.19 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.

**7.20 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.

**7.21 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.

**7.22 Joint and Several**

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

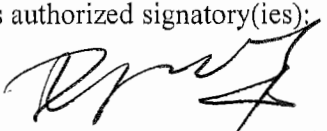
**7.23 Limitation on Owner's Obligations**

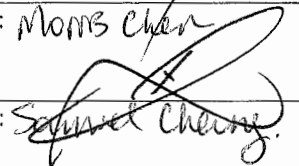
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while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

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

**0911243 B.C. LTD.**

by its authorized signatory(ies):

Per:   
 Name: Morris Chen

Per:   
 Name: Seymour Cherny

**CITY OF RICHMOND**

by its authorized signatory(ies):

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

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

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

## Appendix A to Housing Agreement

### STATUTORY DECLARATION

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

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

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

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

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

DECLARED BEFORE ME at the City of \_\_\_\_\_  
\_\_\_\_\_, in the Province of British  
Columbia, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Taking Affidavits in the  
Province of British Columbia

\_\_\_\_\_  
DECLARANT

## PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and **0911243 B.C. LTD.** (the "Owner") in respect to the lands and premises legally known and described as:

PID: No PID

Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP59694

(the "Lands")

**First Commercial Bank** (the "Chargeholder") is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland LTO under number(s) CA2418217 and CA2418218 (the "Bank Charge(s)").

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

**First Commercial Bank**

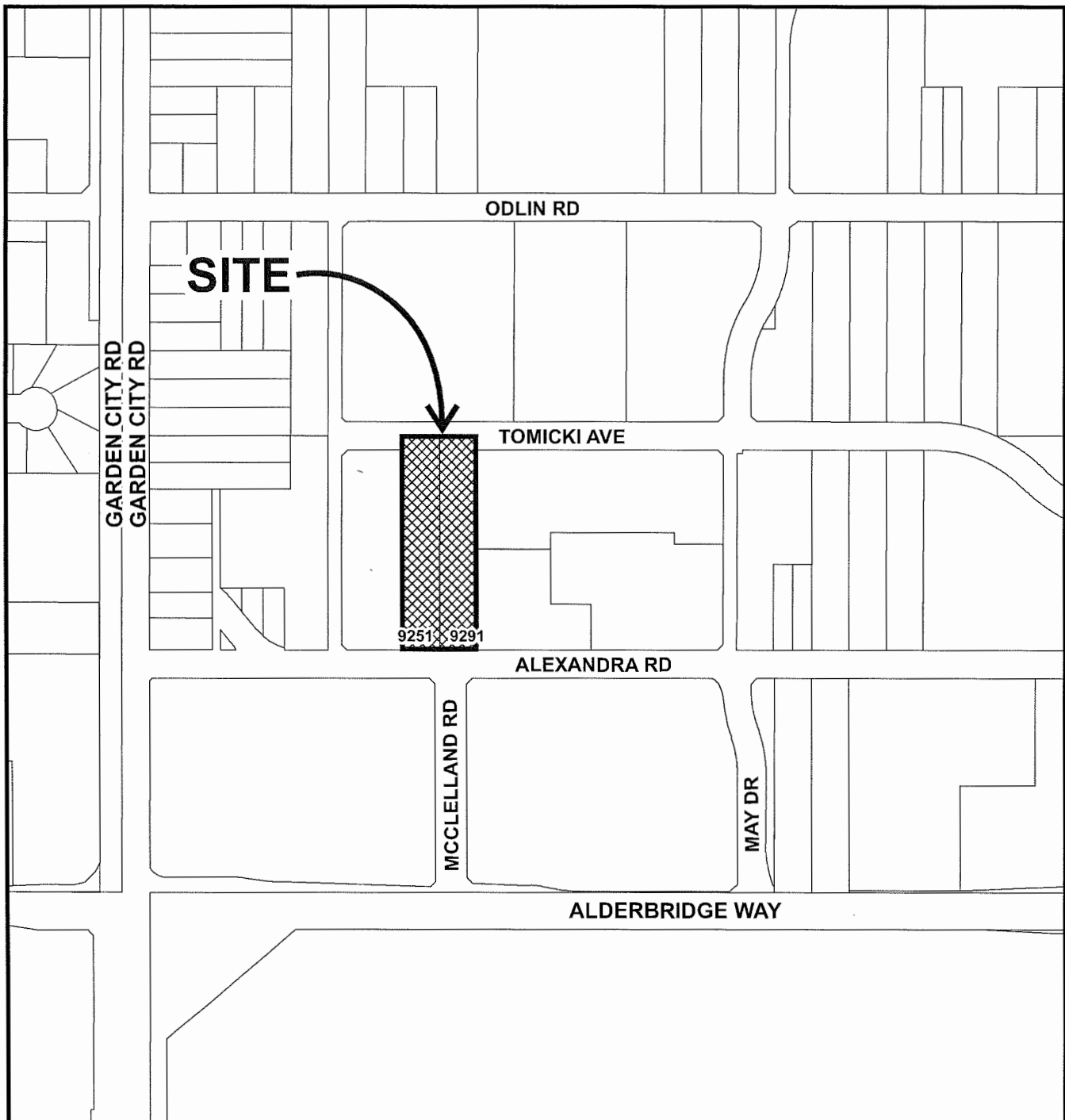
by its authorized signatory(ies):

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

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



City of  
Richmond



9251 & 9291 Alexandra Road

Original Date: 06/14/16

Revision Date:

Note: Dimensions are in METRES






# City of Richmond

## Report to Committee

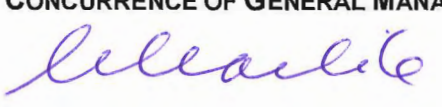
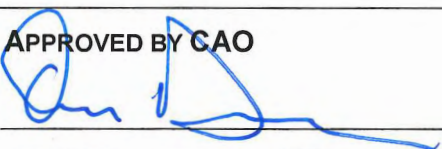
**To:** Planning Committee **Date:** June 14, 2016  
**From:** Cathryn Volkering Carlile **File:** 08-4057-01/2015-Vol  
General Manager, Community Services 01  
**Re:** **Housing Agreement Bylaw No. 9552 to Permit the City of Richmond to Secure Affordable Housing Units located at 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway (Oris Developments (Hamilton) Corp.)**

### Staff Recommendation

That Housing Agreement (23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway) Bylaw No. 9552 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 14-660663.

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

Att. 2

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

## Staff Report

### Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9552 (Attachment 1) to secure 163 m<sup>2</sup> (1,754.5 ft<sup>2</sup>) or three (3) affordable housing units in the proposed development located at 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway.

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

*Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.*

This report and bylaw also supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

*Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.*

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

*Strategic Direction #1: Expand Housing Choices*

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

Oris Developments (Hamilton) Corp. has applied to the City of Richmond for rezoning from "Single Detached (RS1/F)" to "Residential/Limited Commercial (ZMU29) – Neighbourhood Village Centre (Hamilton)" to permit the development of a 69-unit market condo, mixed-use building with 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) of ground floor commercial Parcel 2 project (RZ 14-660663).

This application was submitted in conjunction with Oris' Parcel 3 project (RZ 14-660662), where the applicant applied for rezoning from "Single Detached (RS1/F)" to "Low Rise Apartment (ZLR27) – Neighbourhood Village Centre (Hamilton)" to permit the development of a 130-unit building, with 82 seniors congregate housing rental units, a memory ward with 18 rental units to be licensed by Vancouver Coastal Health, and 30 market condos.

An agreement was reached where Oris would register the City's standard Affordable Housing Agreement to secure three (3) units within the mixed-use commercial/residential building on Parcel 2 in lieu of providing affordable housing cash-in-lieu contribution for each rezoning application for Parcels 2 and 3.

At its September 8, 2015 Public Hearing, Council gave second and third readings to the Rezoning Application RZ 14-660663 for the redevelopment of 23241, 23281 and part of 23301 Gilley Road, and part of 23060 and 23000 Westminster Highway. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures three (3) affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9552) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject development application involves a development consisting of approximately 69 residential units, including three (3) affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Number of Units	Maximum Monthly Rent	Total Household Annual Income
1 bedroom	2	\$950	\$38,000 or less
1 bedroom + den	1	\$950	\$38,000 or less
	<b>3 units</b>		

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the three (3) affordable rental housing units.

### Financial Impact

None.

### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9552 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure three (3) affordable rental units that are proposed in association with Rezoning Application RZ 14-660663.

June 14, 2016

- 4 -

A handwritten signature in black ink, appearing to be 'JR' followed by a long horizontal stroke.

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

Att. 1: Bylaw No. 9552, Schedule A  
Att. 2: Map of Subject Property



City of  
Richmond

## Bylaw 9552

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

The Council of the City of Richmond enacts as follows:

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

PID: NO PID      LOT 2 SECTION 36 BLOCK 5 NORTH RANGE 4 WEST NEW  
WESTMINSTER DISTRICT PLAN EPP55255

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**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

Schedule A to Bylaw No. 9552

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 the City of Richmond and Oris Developments  
(Hamilton) Corp.

**HOUSING AGREEMENT**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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**” as more fully defined in section 1.1 of this Agreement)

**AND:**

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

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

**WHEREAS:**

- A. Section 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;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

**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 Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"Community Charter"** means the *Community Charter*, S.B.C. 2003, Chapter 26, together with all amendments thereto and replacements thereof;
- (e) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (f) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (g) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (h) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a one bedroom unit, \$38,000 or less;
  - (ii) in respect to a one bedroom and den unit, \$38,000 or less;
  - (iii) in respect to a two bedroom unit, \$46,500 or less; or



- (iv) in respect of a three or more bedroom unit, \$57,500 or less,

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (i) **"Family"** means:

- (i) a person;
- (ii) two or more persons related by blood, marriage or adoption; or
- (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption

- (j) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, under number \_\_\_\_\_, as it may be amended or replaced from time to time;

- (k) **"Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as it may be amended or replaced from time to time;

- (l) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (n) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:

No Parcel Identifier

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District  
Plan EPP55255

- (o) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (p) **“LTO”** means the New Westminster Land Title Office or its successor;
- (q) **“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;
- (r) **“Permitted Rent”** means no greater than:
  - (i) \$950.00 a month for a one bedroom unit;
  - (ii) \$950.00 a month for a one bedroom and den unit;
  - (iii) \$1,162.00 a month for a two bedroom unit; and
  - (iv) \$1,437.00 a month for a three or more bedroom unit,

provided that, commencing July 1, 2013, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (s) **“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;
- (t) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (u) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (v) **“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*;

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

1.2 In this Agreement:

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

**ARTICLE 2  
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

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

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than three (3) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than three (3) Affordable Housing Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
  - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor common property, limited common property or other common areas, facilities or amenities, including parking facilities and all common amenities and facilities located on the Lands or any subdivided portion thereof, all in accordance with the Zoning Bylaw, the City's Official Community Plan and the Hamilton Area Plan policy, as may be amended or replaced from time to time, the bylaws and rules and regulations of the applicable strata corporation, provided that such bylaws and rules and regulations of the applicable strata corporation do not unreasonably restrict the Tenant or any permitted occupant's access to and use of such properties, areas, facilities and amenities;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax. By way of clarification, parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of Affordable Housing Unit occupants pursuant to the City's Official Community Plan and Zoning Bylaw at no additional charge to the Affordable Housing Unit occupants (i.e. no monthly rents or other fees shall apply for the casual, shared or assigned use of the parking spaces, bike storage, EV charging stations or related facilities by the Affordable Housing Unit occupants); provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(h) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the

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

- (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

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

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

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

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

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

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

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

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

## **ARTICLE 5 STRATA CORPORATION BYLAWS**

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

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is

not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant 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, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect in perpetuity and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet in perpetuity in addition to against title to those strata lots which are used as Affordable Housing Units.

### **7.2 Modification**

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



### 7.3 Management

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

### 7.4 Indemnity

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

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

### 7.5 Release

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

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

## 7.6 Survival

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

## 7.7 Priority

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

## 7.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and the Owner as if this Agreement had not been executed and delivered by the Owner and the City.

## 7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

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

## 7.10 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard

and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

**7.11 Notice**

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

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

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

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

**7.12 Enuring Effect**

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

**7.13 Severability**

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

**7.14 Waiver**

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

**7.15 Sole Agreement**

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

event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

**7.16 Further Assurance**

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

**7.17 City Approval and Exercise of Discretion**

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

**7.18 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 any subdivided portion thereof, and 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.

**7.19 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.

**7.20 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.

**7.21 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.

**7.22 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.

**7.23 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.

**7.24 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.

**7.25 Limitation on Owner's Obligations**

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

**7.26 Assignment of Rights**

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

**7.27 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.

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

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

# Appendix A to Housing Agreement

## STATUTORY DECLARATION

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

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

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

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

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

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

DECLARED BEFORE ME at the City of \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


A Commissioner for Taking Affidavits in the  
Province of British Columbia

DECLARANT



(the "Lands")

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

Per:   
Name: **PETER WILSON**  
Commercial Account Manager

# PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

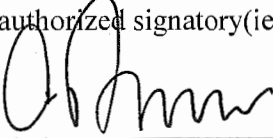
(the "**Lands**")

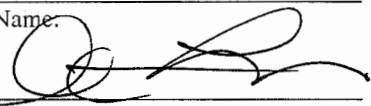
**Coast Capital Savings Credit Union** (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents encumbering, *inter alia*, the Lands which Mortgage and Assignment of Rents were registered in the New Westminster Land Title Office on August 5, 2014 under CA3883386 and CA3883387, respectively, which mortgage was modified by CA4166435, and which mortgage and assignment of rents were extended by an extension of mortgage and an extension of assignment of rents filed under numbers \_\_\_\_\_ and \_\_\_\_\_, respectively (collectively, "**Bank Charges**").

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

## COAST CAPITAL SAVINGS CREDIT UNION,

by its authorized signatory(ies):

Per:  Colin Pope  
Director  
Commercial Real Estate

Per:  Mamie Lowe  
Manager  
Commercial Real Estate Lending

## PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

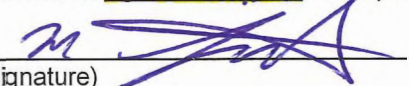
Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

(the "**Lands**")

**Davinder Singh Mander, Amandeep Kaur Mander, Parminder Kaur Mander, Karanjeet Enjla Shoker and Iqbal Singh Shoker**, each as to an undivided one-fifth interest, (collectively, the "**Chargeholders**") are the holders of a Mortgage encumbering the Lands which Mortgage was registered in the New Westminster Land Title Office on August 7, 2014 under number CA3888514 as modified by CA4156163, CA4476197 and CA4917975, and as extended by an extension of mortgage filed under number [REDACTED] (collectively the "**Mortgage Charge(s)**").

The Chargeholders, being the holders of the Mortgage Charge(s), by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholders) hereby consent to the granting of the covenants in the Housing Agreement and hereby covenants that the Housing Agreement shall bind the Mortgage Charge(s) in the Lands and shall rank in priority upon the Lands over the Mortgage Charge(s) as if the Housing Agreement had been registered prior to the Mortgage Charge(s) and prior to the advance of any monies pursuant to the Mortgage Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

SIGNED AND DELIVERED by Davinder Singh Mander on JUNE 16, 2016 in the presence of:

  
(Signature)

(Print Name)

**MICHAEL L. LIPTON**

*Barrister & Solicitor*

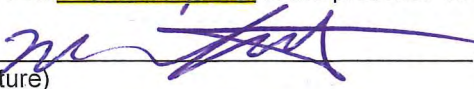
(Address) **Kahn Zaek Ehrlich Lithwick LLP**

300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
DAVINDER SINGH MANDER

SIGNED AND DELIVERED by Amandeep Kaur Mander on June 16, 2016 in the presence of:


  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
AMANDEEP KAUR MANDER

SIGNED AND DELIVERED by Parminder Kaur Mander on June 17, 2016 in the presence of:

  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
PARMINDER KAUR MANDER

SIGNED AND DELIVERED by Karanjeet Enjla Shoker on June 17, 2016 in the presence of:

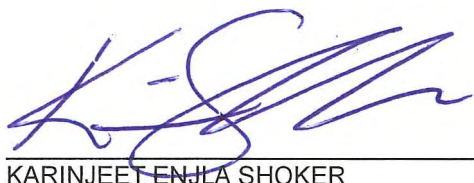
  
(Signature)

(Print Name) **MICHAEL L. LIPTON**

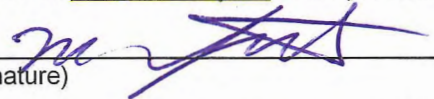
*Barrister & Solicitor*  
Kahn Zack Ehrlich Lithwick LLP

(Address) 300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(604) 270-9571

(Occupation)

  
KARINJEET ENJLA SHOKER


SIGNED AND DELIVERED by Iqbal Singh Shoker on June 17, 2016 in the presence of:

  
(Signature)

**MICHAEL L. LIPTON**  
*Barrister & Solicitor*  
(Print Name)

Kahn Zack Ehrlich Lithwick LLP  
300 - 10991 Shellbridge Way  
Richmond, B.C. V6X 3C6  
(Address)

(604) 270-9571  
(Occupation)

  
IQBAL SINGH SHOKER



# PRIORITY AGREEMENT

In respect to a Housing Agreement (the "**Housing Agreement**") made pursuant to section 483 of the *Local Government Act* between the City of Richmond and Oris Developments (Hamilton) Corp. (the "**Owner**") in respect to the lands and premises legally known and described as:

Lot 2 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP55255

(the "**Lands**")

**Gulf and Fraser Fishermen's Credit Union** (the "**Chargeholder**") is the holder of a Mortgage and Assignment of rents encumbering the Lands which Mortgage and Assignment of rents were registered in the New Westminster Land Title Office on August 5, 2014 under numbers CA3884474 and CA3884475, respectively as extended by an extension of mortgage and an extension of assignment of rents filed under numbers [REDACTED] and [REDACTED], respectively (collectively, the "**Bank Charge(s)**").

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

**GULF AND FRASER FISHERMEN'S CREDIT UNION,**  
by its authorized signatory(ies):

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

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

**JULIANA YUNG**  
EVP, Credit

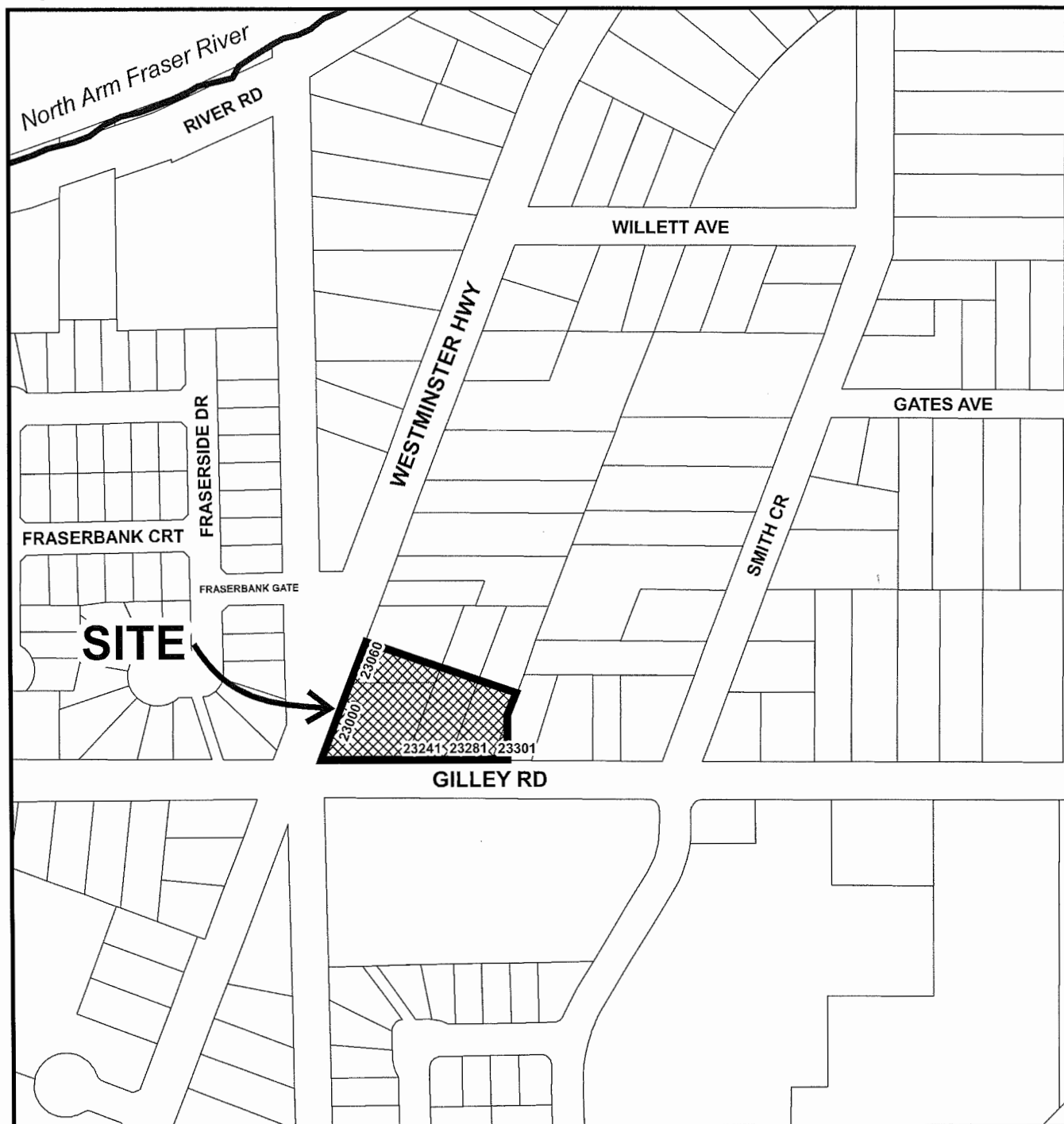
Per: \_\_\_\_\_

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

**PETER WILSON**  
Commercial Account Manager



# City of Richmond



23000 & 23060 Westminster Hwy  
23241, 23281 & 23301 Gilley Road

Original Date: 06/15/16

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Report to Committee Planning and Development Division

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

**Date:** June 14, 2016

**File:** RZ 15-710083

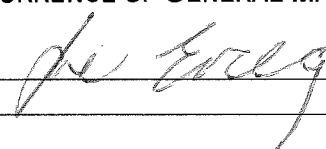
**Re:** Application by 0870068 BC Ltd. for Rezoning at 9351 No. 1 Road from Single Detached (RS1/E) to Compact Single Detached (RC2)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, for the rezoning of 9351 No. 1 Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

  
Wayne Craig  
Director, Development

JR:blg  
Att.

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



## **Staff Report**

### **Origin**

00870068 BC Ltd. has applied to the City of Richmond for permission to rezone 9351 No. 1 Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two (2) lots with vehicle access from the rear lane (Attachment 1). The proposed subdivision plan is shown in Attachment 2. The property currently contains a single-family home, which will be demolished.

### **Findings of Fact**

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

### **Surrounding Development**

Development immediately surrounding the site is as follows:

- To the North: One (1) single-family home on a narrow lot in the “Single Detached (RS1/K)” zone, fronting No. 1 Road and with vehicle access from the rear lane.
- To the South: One (1) single-family home on a lot in the “Single Detached (RS1/E)” zone, fronting No. 1 Road and with vehicle access from the rear lane.
- To the East, across No. 1 Road: The sports fields for Hugh Boyd Secondary School, which are in the “School & Institutional Use (SI)” zone.
- To the West, across the rear lane: One (1) single-family home on a lot in the “Single Detached (RS1/E)” zone, fronting Desmond Road.

### **Related Policies & Studies**

#### **Official Community Plan/Seafair Area Plan**

The subject property is located in the Seafair Neighbourhood Centre of the Seafair planning area (Attachment 4). The Official Community Plan (OCP) land use designation for the subject property is “Neighbourhood Residential.” The area plan for Seafair allows for compact single-family residential lots along No. 1 Road where there is an existing lane. The proposed rezoning is compliant with this designation.

#### **Arterial Road Policy**

The subject property is located on a designated arterial road in the existing Arterial Road Policy contained in the OCP (Attachment 5). The subject property is designated “Arterial Road Compact Lot Coach House.” The proposed rezoning is compliant with this designation.

The Arterial Road Policy requires the applicant to submit a Landscape Plan prepared by a Registered Landscape Architect prior to rezoning approval. The Landscape Plan must comply with the guidelines established in Section 3 of the Official Community Plan (OCP) for compact lots.

### **Floodplain Management Implementation Strategy**

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

### **Public Consultation**

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

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

### **Analysis**

#### **Transportation and Site Access**

Vehicle access is proposed to be from the rear lane via separate driveway crossings for each new lot.

#### **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 two (2) bylaw-sized trees on the subject property and one (1) tree on a neighbouring property.

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

- Two (2) trees (Tree # 882 and 883) located on the development site are dead and should be removed and replaced.
- One (1) tree (Tree # B) located on a neighbouring property to be retained and protected.

### *Tree Replacement*

The applicant wishes to remove two (2) on-site trees (Trees # 882 and 883). The 2:1 replacement ratio would require a total of four (4) replacement trees. The applicant has agreed to plant two (2) trees on each lot proposed; for a total of four (4) trees. 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
2	6 cm	3.5 m
2	11 cm	6 m

### *Tree Protection*

One (1) tree (Tree # B) on a neighbouring property is to be retained and protected. In addition, a hedge on the south property line is to be retained and protected (Hedge A). The applicant has submitted a Tree Retention Plan showing the trees to be protected and the measures taken to protect them during development stage (Attachment 6). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to the final adoption of the rezoning bylaw, the Applicant must submit 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 must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the Arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwelling on the subject site, the Applicant must install 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.

### **Affordable Housing Strategy**

As per the City's Affordable Housing Strategy, single-family rezoning applications received prior to September 14, 2015 require a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total buildable area towards the City's Affordable Housing Reserve Fund.

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

### **Site Servicing and Frontage Improvements**

At a future development stage, the applicant must complete the required servicing works as described in Attachment 7, through either a Servicing Agreement or a City work order.

The applicant is also required to complete the following road improvements:

- On No. 1 Road, installation of a 2.0 m-wide concrete sidewalk at the property line and a minimum 1.5 m-wide grass boulevard.
- Payment to the City of \$16,858.05 to recover lane improvement construction costs associated with work and services that have been constructed and financed by the City.

### **Financial Impact or Economic Impact**

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

### **Conclusion**

The purpose of this rezoning application is to rezone 9351 No. 1 Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, to permit the property to be subdivided to create two (2) lots.

This rezoning application complies with the land use designation and applicable policies for the subject site contained within the OCP and the Richmond Zoning Bylaw 8500.

The list of rezoning considerations is included in Attachment 7; which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9577 be introduced and given first reading.



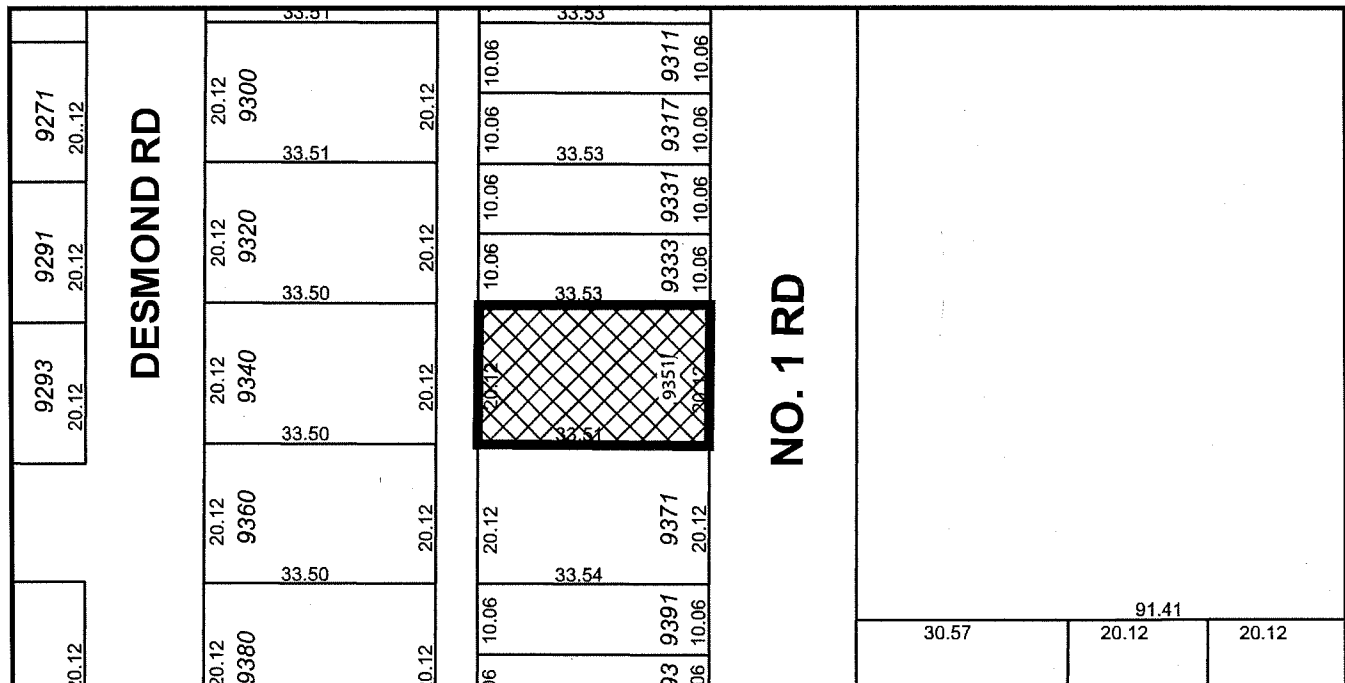
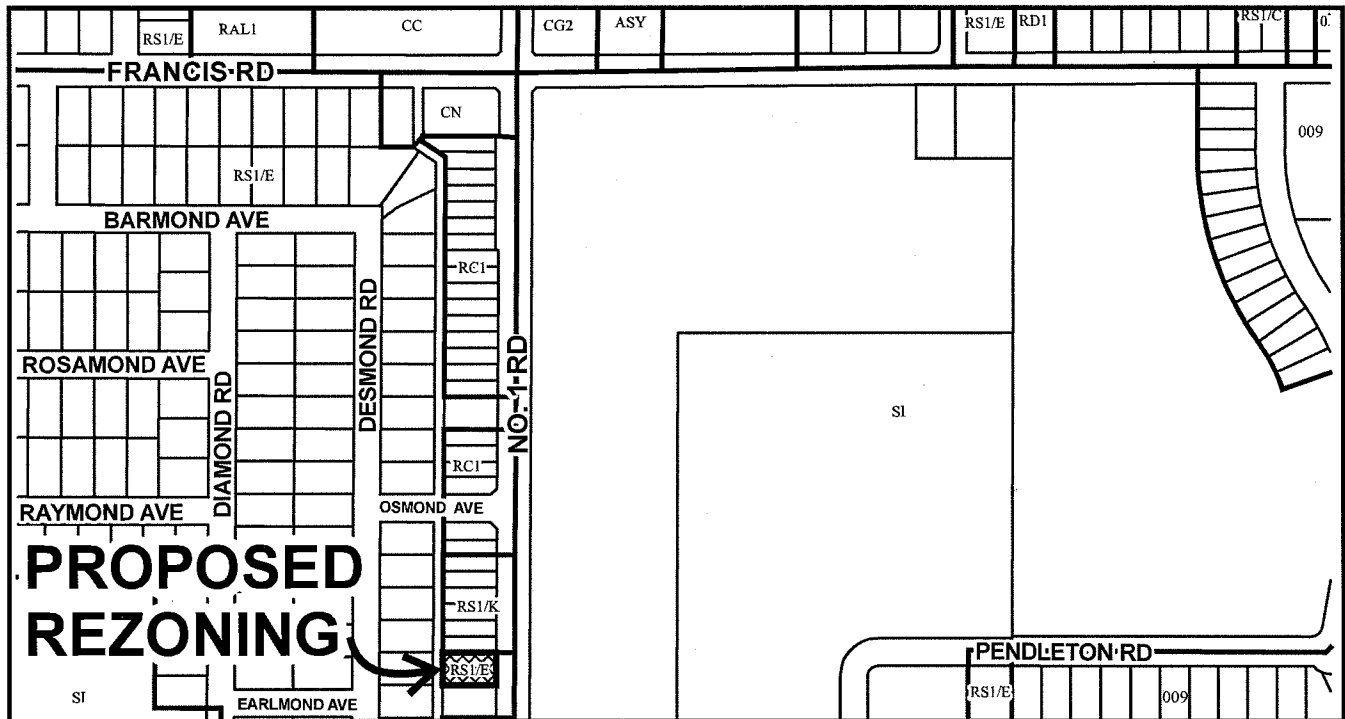
Jordan Rockerbie  
Planning Technician  
(604-276-4092)

JR:blg

Attachment 1: Location Map and Aerial Photo  
Attachment 2: Conceptual Subdivision Plan  
Attachment 3: Development Application Data Sheet  
Attachment 4: Seafair Planning Area Land Use Map  
Attachment 5: Arterial Road Policy Map  
Attachment 6: Tree Retention Plan  
Attachment 7: Rezoning Considerations



# City of Richmond



## RZ 15-710083

Original Date: 10/02/15

Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



RZ 15-710083

Original Date: 10/02/15

Revision Date:

Note: Dimensions are in METRES

PLN - 71

# TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 12, SECTION 27, BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 19282

#9351 NO. 1 ROAD,  
RICHMOND, B.C.  
P.I.D 003-849-015



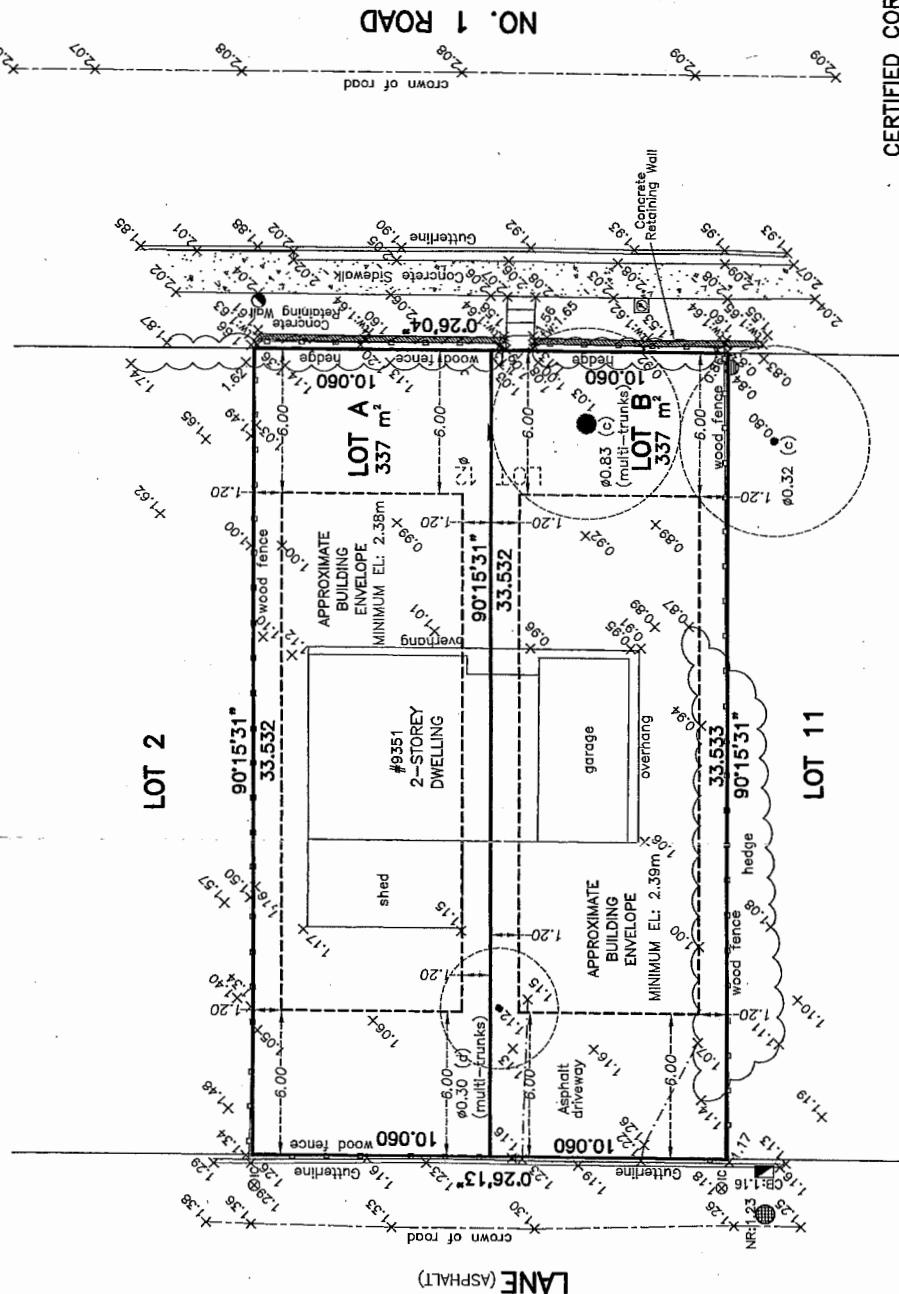
SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

- LEGEND:**
- (c) denotes conifer
  - (d) denotes deciduous
  - CB denotes catch basin
  - denotes power pole
  - denotes round catch basin
  - denotes manhole
  - denotes inspection chamber
  - denotes "NO PARKING" sign
  - lw denotes top of wall
  - NR denotes north rim

PLN - 72



**CERTIFIED CORRECT:**  
LOT DIMENSION ACCORDING TO  
FIELD SURVEY.

*[Signature]*  
JOHNSON C. TAM, B.C.L.S.  
OCTOBER 27th, 2011.

**NOTE:**  
Elevations shown are based on City of Richmond  
HPN Benchmark network.  
Benchmark: HPN #205, Control Monument  
77H4827 Located at CL Railway Ave & Garry St  
Elevation = 1.044 metres

DWG No. 4662-TOPO

ATTACHMENT 2





**RZ 15-710083**

**Attachment 3**

Address: 9351 No. 1 Road

Applicant: 0870068 BC Ltd.

Planning Area(s): Seafair

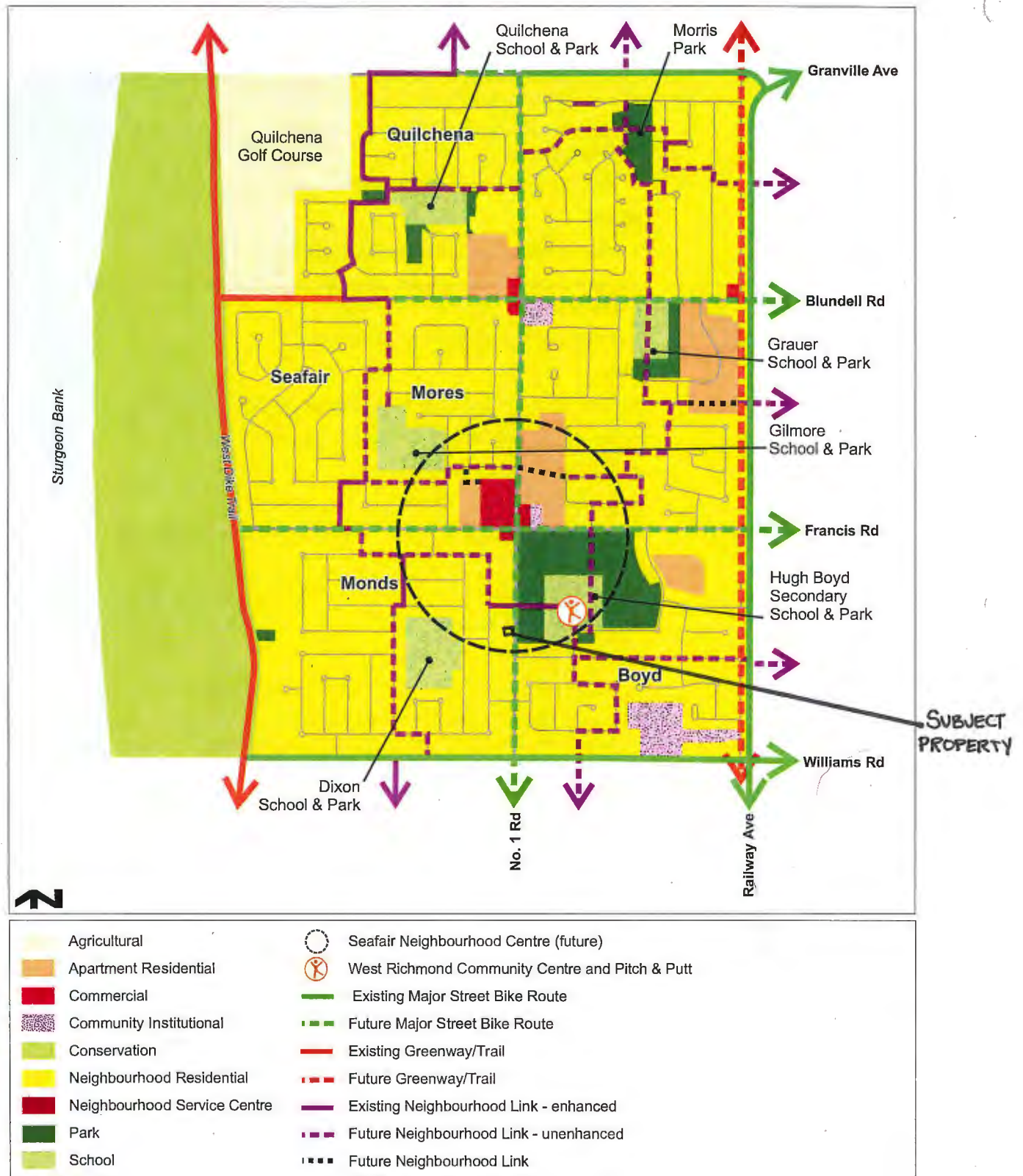
	Existing	Proposed
<b>Owner:</b>	0870068 BC Ltd.	To be determined
<b>Site Size (m<sup>2</sup>):</b>	674 m <sup>2</sup>	Lot A: 337 m <sup>2</sup> Lot B: 337 m <sup>2</sup>
<b>Land Uses:</b>	One (1) single-family home	Two (2) single-family homes
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Compact Single Detached (RC2)
<b>Arterial Road Policy Designation:</b>	Compact Lot Coach House	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	Max. 0.60	none permitted
Buildable Floor Area*:	Max. 202.2 m <sup>2</sup> (2,176 ft <sup>2</sup> )	Max. 202.2 m <sup>2</sup> (2,176 ft <sup>2</sup> )	none permitted
Lot Coverage – Building:	Max. 50%	Max. 50%	none
Lot Coverage – Buildings, Structures, and Non-Porous Surfaces:	Max. 70%	Max. 70%	none
Lot Coverage – Live Plant Material:	Min. 20%	Min. 20%	none
Lot Size (min. dimensions):	270.0 m <sup>2</sup>	Lot A: 337.0 m <sup>2</sup> Lot B: 337.0 m <sup>2</sup>	none
Setback – Front & Rear Yard (m):	Min. 6 m	Min. 6 m	none
Setback – Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none
Height:	Max. 2 ½ Storeys	Max. 2 ½ Storeys	none

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

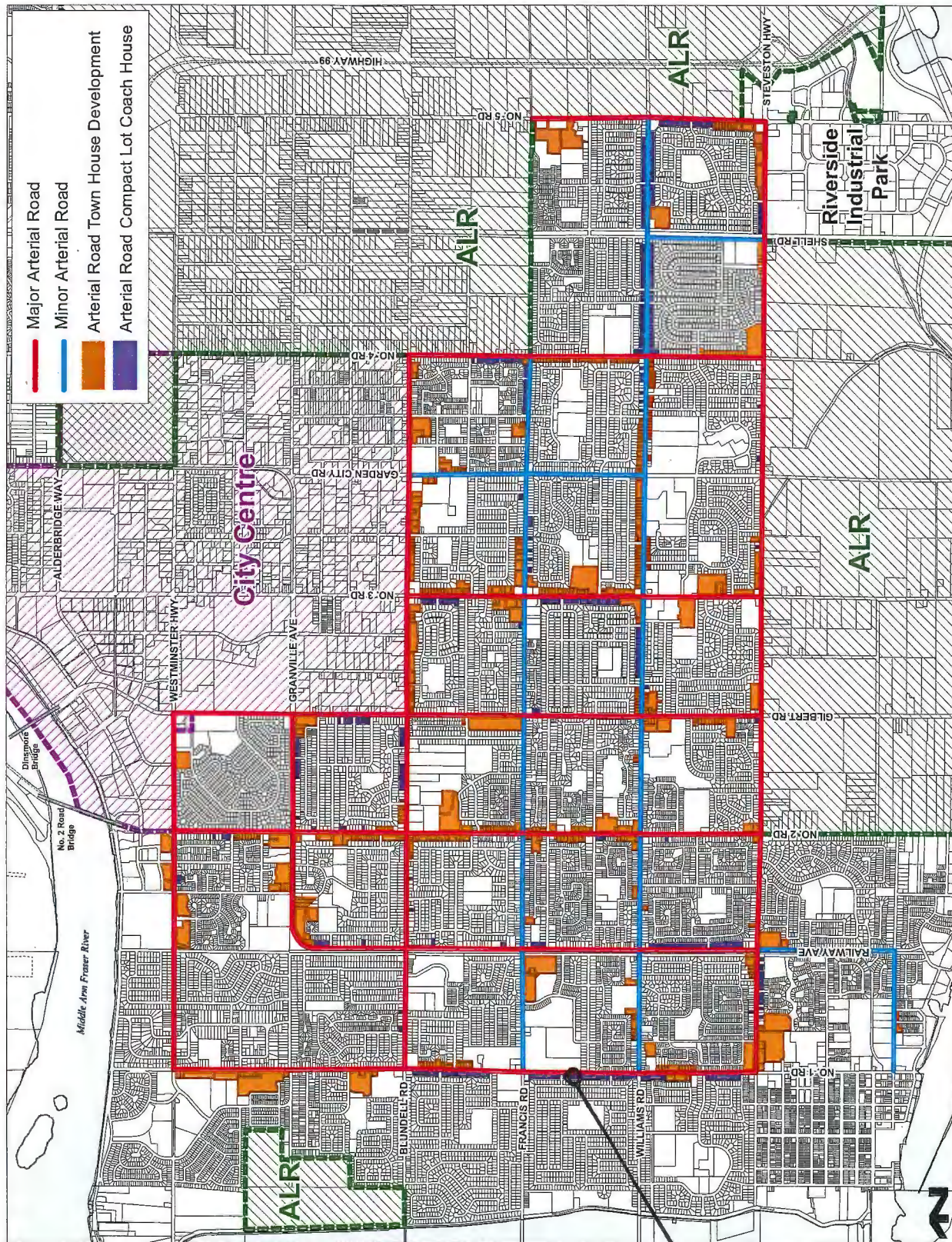
\*Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

### 3. Seafair





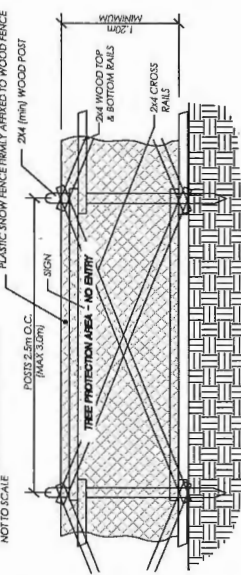
# Arterial Road Development Map



PLN - 75



# **TREE PROTECTION BARRIER DETAIL - SAMPLE** FENCES MUST EXCEED MUNICIPAL STANDARDS NOT TO SCALE



## **LEGEND:**

— denotes SITE or STUDY AREA BOUNDARY.

TREE DATA AND VIABILITY RATINGS (ON-SITE TREES ONLY):

## denotes TAG NUMBER or ID REFERENCE.

● denotes tree in SUITABLE CONDITION (reliable if design can accommodate it).

■ denotes tree in MARGINAL CONDITION (possible candidates subject to design and other conditions).

✗ denotes tree in UNSUITABLE CONDITION (not viable for retention).

TREE MANAGEMENT IN PROJECT:

● denotes RETENTION tree (protection measures required).

✗ denotes REMOVAL tree (permit may be required).

⊕ denotes HIGH RISK REMOVAL tree (permit may be required).

⊙ denotes OFF-SITE tree (see report for treatment).

⊕ denotes NON-BYLAW undersize tree (as measured by arborist).

TREE PROTECTION SPECIFICATIONS:

— denotes CROWN PROTECTION ZONE - CPZ (dipline extents)

— denotes TREE ROOT PROTECTION ZONE - RPZ alignment for BARRIERS. Street tree protection to 0.6m from curb, 0.3m from sidewalk and to dipline extents.

— denotes WORKING SPACE SETBACK (WSS) 1.5m offset from RPZ or as specified by project arborist for MANAGED WORK ACTIVITIES with Project Arborist coordination and supervision.

TREE REPLACEMENT:

⊕ denotes REPLACEMENT TREE proposed (conceptual location - see plan list for details).

SEE SHEET 2 FOR TREE DETAILS AND DATA

1	JUN 17, 2017	UPDATED SITE PLAN
0	JUN 24, 2015	INITIAL SUBMISSION



# City of Richmond

## Rezoning Considerations

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

**Address:** 9351 No. 1 Road

**File No.:** RZ 15-710083

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9577, the applicant is required to complete the following:**

1. Submission of a Landscape Security in the amount of \$2,000.00 (\$500/tree) to ensure that a total of two (2) replacement trees are planted and maintained on each lot proposed, for a total of four (4) trees.
2. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
  - Comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line.
  - Include a mix of coniferous and deciduous trees.
  - Include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report.
  - Include the four (4) required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
2	6 cm	3.5 m
2	11 cm	6 m

3. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
4. Registration of a flood indemnity covenant on Title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

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

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

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

1. Pay to the City, in keeping with the Cost Recovery Bylaw No. 8752, Schedule 1, a \$16,858.05 fee to recover lane improvement construction costs associated with work and services that have been constructed and financed by the City.
2. Complete the following servicing works and off-site improvements. These may be completed through a Servicing Agreement\* for the design and construction of infrastructure improvements, or a cash contribution (based on the City's cost estimate for the works) for the City to undertake the works, to be determined at a later development stage.

#### *Water Works*

- Using the OCP Model, there is 571 L/s of water available at a 20 psi residual at the No. 1 Road frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- The Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for on-site fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
- At Developers cost, the City is to:
  - Cut and cap the existing water service connections along the No. 1 Road frontage.
  - Install two (2) new water service connections complete with meters and meter boxes along the No. 1 Road frontage.

#### *Storm Sewer Works*

- At Developers cost, the City is to:
  - Cut and cap the existing storm service connection at the southeast corner of the development site.
  - Install one (1) new storm service connection complete with inspection chamber and dual connections located at the adjoining property line of the newly subdivided along the No. 1 Road frontage.

#### *Sanitary Sewer Works*

- The Developer is required to:
  - Retain the existing sanitary service connections located at northwest and southwest corners of the development site.

#### *Frontage Improvements*

- The Developer is required to:
  - Coordinate with BC Hydro, Telus and other private communication service providers:
    - To underground Hydro service lines.
    - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
    - To determine if above ground structures are required and coordinate their locations on-site (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.).
  - Complete the following frontage improvements on No. 1 Road:
    - Installation of a 2.0 m-wide concrete sidewalk at the property line, and a minimum 1.5 m-wide grass boulevard.

#### *General Items*

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

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

**Note:**

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

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

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

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

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Signed

---

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9577 (RZ 15-710083)  
9351 No. 1 Road**

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

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

P.I.D. 003-849-015

Lot 12 Section 27 Block 4 North Range 7 West New Westminster District Plan 19282

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9577"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by <i>RK</i>
APPROVED by Director or Solicitor <i>AL</i>

\_\_\_\_\_  
MAYOR

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





# City of Richmond

## Report to Committee Planning and Development Division

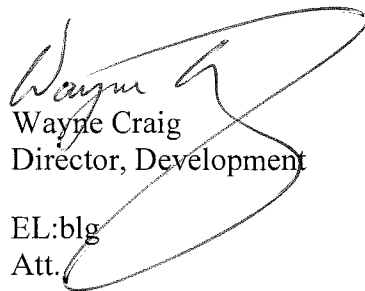
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

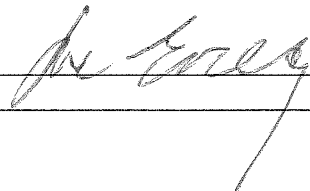
**Date:** June 24, 2016  
**File:** RZ 15-701879

**Re:** Application by Sansaar Investments Ltd. for Rezoning at 9460 Williams Road  
from Single Detached (RS1/E) to Compact Single Detached (RC2)

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, for the rezoning of 9460 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
EL:blg  
Att.

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

## **Staff Report**

### **Origin**

Sansaar Investments Ltd. has applied to the City of Richmond to rezone the properties at 9460 Williams Road (Attachment 1) from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)” zone in order to permit the property to be subdivided into two (2) compact single-family lots with vehicle access from a new rear lane from Severn Drive (see Attachment 2). There is currently an existing single family dwelling on the subject site, which will be demolished.

### **Findings of Fact**

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

### **Surrounding Development**

The subject site is located on the south side of Williams Road in close proximity to the James Whiteside Elementary School and the South Arm Park.

To the North: Across Williams Road, east of Ash Street; a mix of newer and older homes on single-family lots zoned “Single Detached (RS1/E)” with vehicle access from Williams Road and single-family homes on lots zoned “Compact Single Detached (RC1)” with temporary shared vehicle accesses from Williams Road; east of Ash Street, an 8-unit townhouse development proposal at the corner of Ash Street and Williams Road (RZ 15-703334).

To the East: Across Severn Drive, existing single-family dwellings on lots zoned “Single Detached (RS1/E)” along Williams Road.

To the South: Existing single-family dwellings on large lots zoned “Single Detached (RS1/E)” fronting Severn Drive.

To the West: Three (3) existing single-family dwellings on large lots zoned “Single Detached (RS1/E)” on the same block as the subject site and then a road right-of-way to James Whiteside Elementary School.

### **Related Policies & Studies**

#### **Official Community Plan**

The 2041 OCP Land Use Map designation for the subject site is “Neighbourhood Residential”. This redevelopment proposal is consistent with this designation.

### **Arterial Road Policy**

The Arterial Road Policy directs appropriate development to certain areas along arterial roads outside the city centre. The subject site is identified for “Arterial Road Town House Development” on the Arterial Road Development Map included in the Official Community Plan (OCP) Bylaw 9000.

While staff are undertaking an Arterial Road Policy Update, no change in land use designation on the subject site is being proposed. The land use designation on subject property is intended to remain as “Arterial Road Townhouse”. The final recommendations regarding amendments to the Arterial Road Policy will be forwarded to Planning Committee before the end of 2016.

While the proposed development to rezone and subdivide 9460 Williams Road is in contrary to the Arterial Road Policy, staff support this redevelopment proposal based on its own merits:

1. The applicant and their realtor confirmed in writing that they have made attempts to acquire the adjacent property to the west, but the adjacent property owners are not interested in selling their land at this time (Attachment 4);
2. A petition (Attachment 5) with 11 signatures from 10 households in the immediate area opposing townhouse development on the subject site was received; and
3. Compact lot development is a good alternative development option for the subject lot, which would provide two (2) smaller single-family homes, each with a secondary suite.

Based on the applicant’s advice that they are unable to acquire the adjacent property, there are three (3) potential options for the subject site:

1. Build a Large Single Family House Under the Existing (RS1/E) Zone:
  - This option would likely complicate the City’s long term objectives for townhouse development in this area. The new single-family home would be approximately 3,800 ft<sup>2</sup> plus garage; with access from Severn Drive. Any future townhouse development for the remainder of this block of Williams Road would result in the subject property becoming an orphan site.
2. Townhouse Application on Single Lot:
  - Based on staff experience, single lot townhouse development on a relatively small lot with multiple road frontages tends to yield compromised built form. Small development sites usually lack the flexibility to accommodate functional outdoor amenity and adequate truck maneuvering space on-site, as well as to achieve high quality architectural and landscaping design. The minimum assembly requirement under the Townhouse Development Requirements in the Arterial Road Policy is intended to avoid this situation by specifying a minimum assembly site width.

### 3. Compact Lot Subdivision With Lane Access:

- This option allows for compact lot single-family development with lane access for the subject site, and the remainder of the block to the west would address the City's objective of limiting access to arterial roads (Attachment 6). The average size of the new homes on the compact lots would be approximately 2,200 ft<sup>2</sup> plus garage.

The applicant has applied for this 3<sup>rd</sup> option.

### **Floodplain Management Implementation Strategy**

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

### **Public Consultation**

A rezoning sign has been installed on the subject property. Staff received a petition with 11 signatures from 10 households in the immediate area in support to the 2-lot subdivision proposal (Attachment 5).

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw 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.

### **Analysis**

#### **Built Form and Architectural Character**

The proposal includes two (2) compact single-family dwellings; each with a secondary suite. To illustrate how the future corner lot interfaces will be treated, the applicant has submitted proposed building elevations (Attachment 7) for the corner lot (Site B). Prior to final adoption of the rezoning bylaw, the applicant is required to register a legal agreement on Title to ensure that the building design is generally consistent with the attached building design. Future Building Permit plans must comply with all City regulations and staff will ensure that Building Permit plans are generally consistent with the registered legal agreement for building design.

The applicant has also submitted a preliminary landscape plan for future lots (Attachment 8). In order to ensure that this landscaping work is undertaken, the applicant has agreed to provide a landscape security in the amount of \$19,249.56; based on 100% of the cost estimates, including installation cost, provided by the Landscape Architect, prior to final adoption of the rezoning bylaw.

### Existing Legal Encumbrances

There is an existing 3 m statutory right-of-way registered on Title of the subject property within the rear yard of the site; which is located within the proposed lane dedication area, and will not be impacted by the proposed rezoning and subdivision.

### Tree Retention and Replacement

A Tree Survey and a Certified Arborist's Report were submitted in support of the application. The City's Tree Preservation Coordinator has reviewed the Arborist Report and has provided the following comments:

- Five (5) trees (tag# 4128, 4129, 4130, 4131 and 4133) located on the development site all exhibit poor form from historically topping and as a result, these trees are not good candidates for retention. Remove and replace.
- One (1) tree (tag# 4132) is in fair condition, but is located within the proposed rear lane right-of-way and needs to be removed. To compensate for the loss, the applicant is proposing to plant two (2) replacement trees (Maple tree and Beech tree; each at 10 cm calliper) on site.

### Tree Replacement

A Tree Management Plan can be found in Attachment 9. A total of six (6) trees are proposed to be removed. Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 12 replacement trees are required. Based on the size requirements for replacement tree in the Tree Protection Bylaw No. 8057, replacement trees with the following minimum calliper sizes are required:

# Trees to be removed	dbh	# trees of replacement tree required	Min. calliper of deciduous tree	or	Min. height of coniferous tree
3	20-30 cm	6	6 cm		3.5 m
2	31-40 cm	4	8 cm		4.0 m
1	41-50 cm	2	9 cm		5.0 m

The developer is proposing to plant 10 new replacement trees on-site; in a mix of deciduous and coniferous trees, ranging in size from 6 cm calliper/3.5 m tall to 10 cm calliper/5.5 m tall (see preliminary landscape plan in Attachment 8), and provide a voluntary contribution of \$1,000 to the City's Tree Compensation Fund in-lieu of planting the remaining two (2) replacement trees.

Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw, the applicant will be required to obtain a Tree Permit, install tree protection around trees to be retained, and submit a landscape security in the amount of \$6,000 to ensure the replacement planting will be provided.

### **Affordable Housing Strategy**

The Affordable Housing Strategy for single-family rezoning applications received prior to September 14, 2015, requires a secondary suite or coach house on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total buildable area towards the City's Affordable Housing Reserve Fund.

Although the application was received prior to September 14, 2015, the applicant proposes to provide a legal secondary suite on both lots proposed at the subject site. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to a legal agreement registered on Title; stating that no final Building Permit inspection will be granted until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

### **Transportation and Site Access**

No direct vehicle access is permitted to Williams Road as per the compact lot development requirements under the Arterial Road Policy and the Residential Lot (Vehicular) Access Regulation Bylaw 7222; access is to be from the new rear lane only. Prior to final adoption, the developer is required to dedicate a 6 m wide public lane along the entire south property line. A restrictive covenant is also required to ensure that vehicular access to the future corner lot will be from the proposed lane only; with no direct vehicle access will be permitted to Severn Drive.

### **Site Servicing and Frontage Improvements**

Prior to final adoption, the developer is required to provide a 4 m x 4 m corner cut at the southwest corner of Williams Road and Severn Drive. The developer is also required to enter into a City's standard Servicing Agreement to design and construct the required site servicing and frontage improvements (see Attachment 10). Works include but are not limited to, construction of a new 1.5 m concrete sidewalk at the property line and a minimum 1.5 m grass and treed boulevard between the existing curb and the new sidewalk along Williams Road, widening the pavement on Severn Drive to 5.6 m from the centre lone of the existing road, and installing a new curb and gutter, a minimum 1.5 m landscaped boulevard and 1.5 m new concrete sidewalk at property line, and construction of the new rear lane. All works are at the developer's sole cost.

The developer is also required to pay Development Cost Charges (City & GVS & DD), School Site Acquisition Charge, and Address Assignment Fee.

### **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**

This rezoning application to permit the subdivision of the subject site into two (2) lots zoned "Compact Single Detached (RC2)" is consistent with the Official Community Plan (OCP)'s "Neighbourhood Residential" land use designation. While the proposal is in contrary to the Arterial Road Policy under the OCP, the proposal is the best option for a single lot development at this location.

The applicant has agreed to the list of rezoning considerations (signed concurrence on file) outlined in Attachment 10.

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9582 be introduced and given first reading.



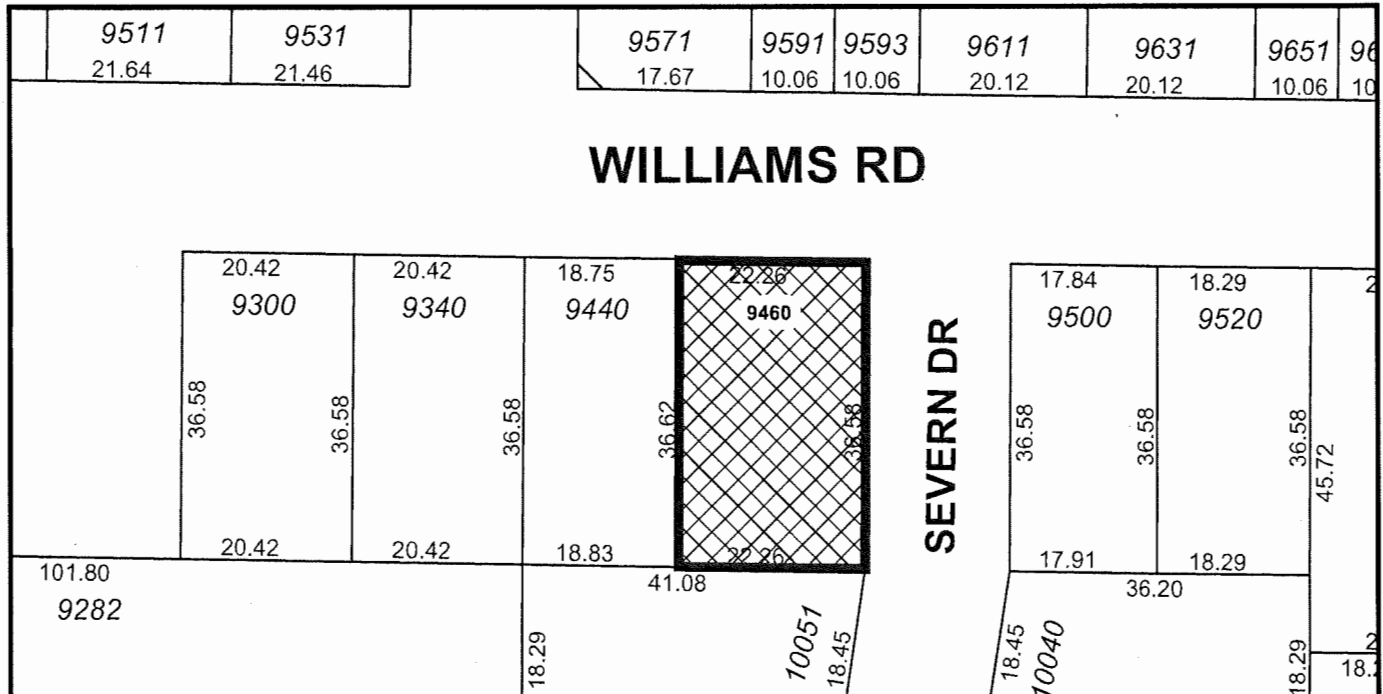
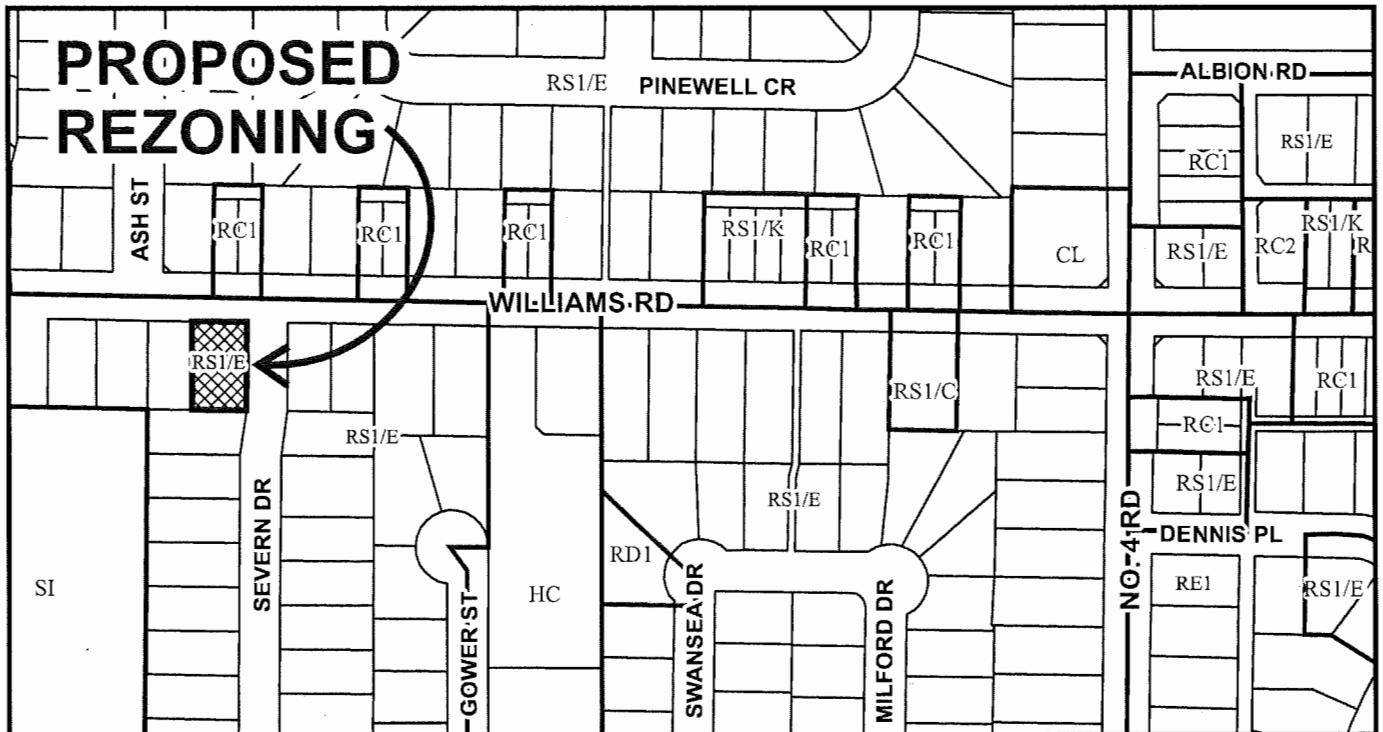
Edwin Lee  
Planner 1  
(604-276-4121)

EL:blg

- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Letters Regarding Land Acquisition
- Attachment 5: Petition in Support of the Proposal
- Attachment 6: Conceptual Subdivision Plan for the Block
- Attachment 7: Building Elevations
- Attachment 8: Landscape Plan
- Attachment 9: Tree Management Plan
- Attachment 10: Rezoning Considerations



City of  
Richmond



RZ 15-701879

Original Date: 07/15/15

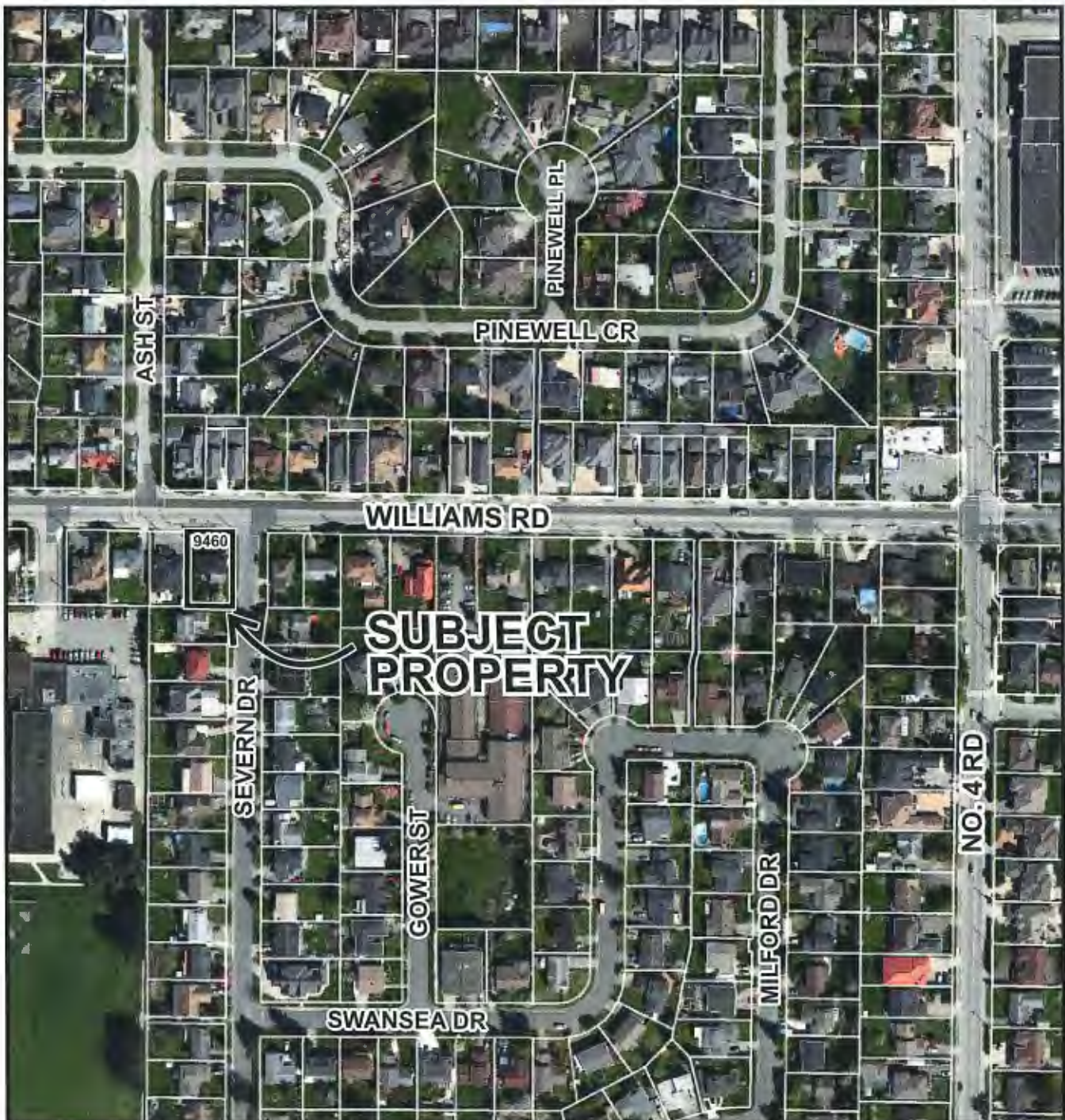
Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



RZ 15-701879

Original Date: 07/15/15

Revision Date:

Note: Dimensions are in METRES





## CONTEXT PLAN

SCALE: N.T.S.



## STATISTICS - SITE A:

CIVIC ADDRESS: 8485 WILLIAMS ROAD  
LEGAL DESCRIPTION: 188 SEC 34 BLK 4288W PL 41287  
PROPOSED ZONING: R22  
LOT DIMENSIONS: 10.23M x 32.58M  
FLOOR AREA: 2,035 SQ.FT. (80.9%)  
ALLOWED: 2,035 SQ.FT. (80.9%)  
PROPOSED: 2,035 SQ.FT. (80.9%)  
PRINCIPAL: 1,725 SQ.FT. (67.6%)  
SECONDARY: 290 SQ.FT. (11.3%)  
ACCESSORY: 10 SQ.FT. (0.4%)  
TOTAL: 2,035 SQ.FT. (80.9%)

## LOT COVERAGE:

ALLOWED: 1,987 SQ.FT. (97.6%)  
PROPOSED: 1,987 SQ.FT. (97.6%)  
PRINCIPAL: 1,725 SQ.FT. (86.8%)  
SECONDARY: 290 SQ.FT. (14.6%)  
ACCESSORY: 10 SQ.FT. (0.6%)  
TOTAL: 1,987 SQ.FT. (97.6%)

## PERMANENCY CALC:

NON-POROUS: 118 SQ.FT. (5.8%)  
LINE DRAIN: 1,254 SQ.FT. (61.6%)  
TOTAL: 1,372 SQ.FT. (67.4%)  
TOTAL BUILDING & NON-POROUS: 2,035 SQ.FT. (100%)

## STATISTICS - SITE B:

CIVIC ADDRESS: 8485 WILLIAMS ROAD  
LEGAL DESCRIPTION: 188 SEC 34 BLK 4288W PL 41287  
PROPOSED ZONING: R22  
LOT DIMENSIONS: 10.23M x 32.58M  
FLOOR AREA: 2,035 SQ.FT. (80.9%)  
ALLOWED: 2,035 SQ.FT. (80.9%)  
PROPOSED: 2,035 SQ.FT. (80.9%)  
PRINCIPAL: 1,725 SQ.FT. (84.8%)  
SECONDARY: 290 SQ.FT. (14.2%)  
ACCESSORY: 10 SQ.FT. (0.5%)  
TOTAL: 2,035 SQ.FT. (80.9%)

## LOT COVERAGE:

ALLOWED: 1,987 SQ.FT. (97.6%)  
PROPOSED: 1,987 SQ.FT. (97.6%)  
PRINCIPAL: 1,725 SQ.FT. (86.8%)  
SECONDARY: 290 SQ.FT. (14.6%)  
ACCESSORY: 10 SQ.FT. (0.6%)  
TOTAL: 1,987 SQ.FT. (97.6%)

2 stories

PRIVATE OUTDOOR SPACE:  
MIN. REQUIRE: 674 SQ.FT. (33%)  
PROPOSED: 674 SQ.FT. (33%)

2 stories

MAX HEIGHT:  
ALLOWED: 2.5 STOREYS  
PROPOSED: 2.5 STOREYS  
PRINCIPAL: 2.5 STOREYS  
ACCESSORY: 9.0 M  
TOTAL: 2.5 STOREYS

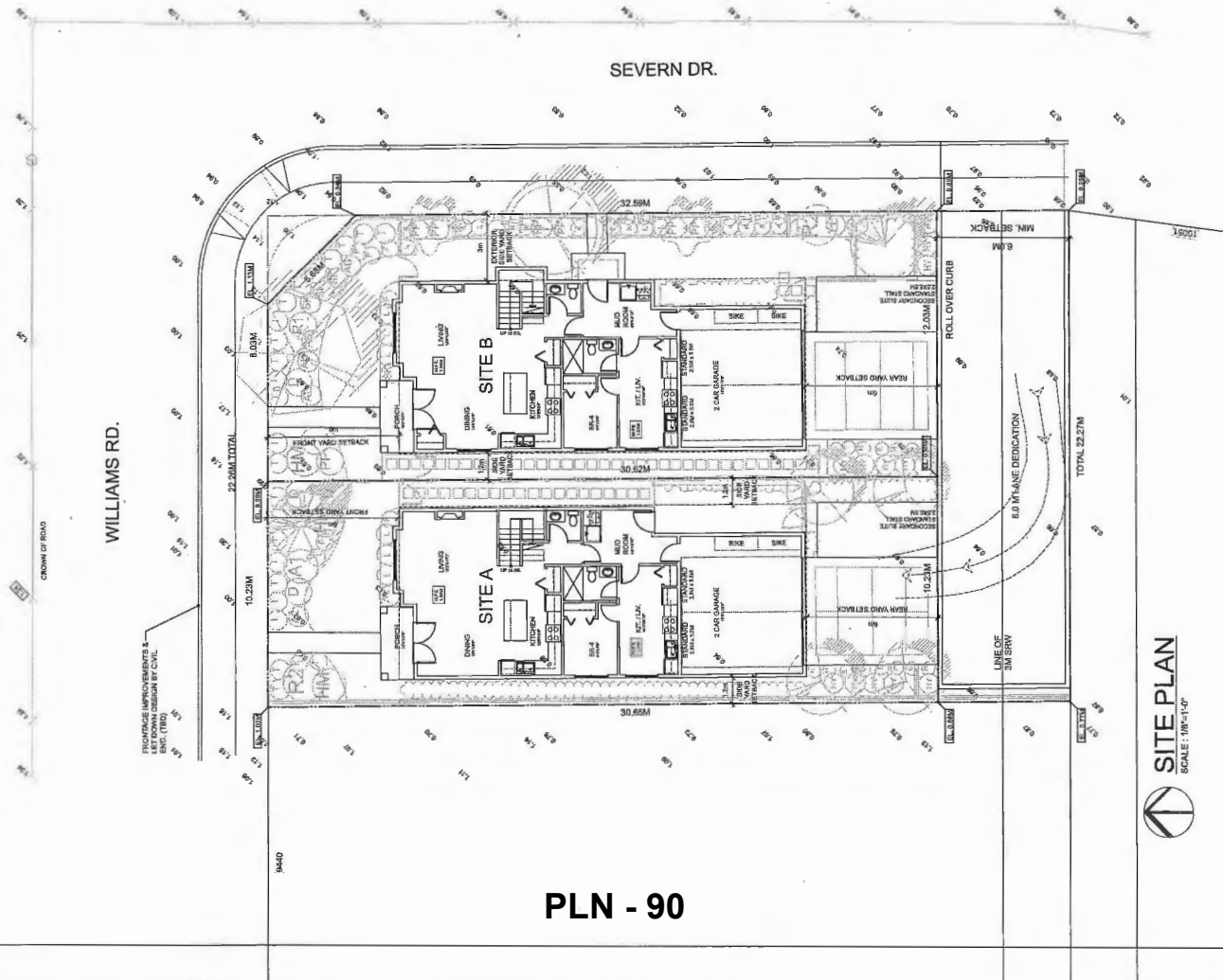
PRIVATE OUTDOOR SPACE:  
MIN. REQUIRE: 776 SQ.FT. (38%)  
PROPOSED: 776 SQ.FT. (38%)

2. JUNE 16, 2016 RZ RESUBMISSION  
1. APRIL 25, 2016 RZ RESUBMISSION

DATE: 2016-06-16  
BY: [Signature]

## SITE PLAN

SCALE: 1/8"=1'-0"



PLN - 90

a1.0

PROJECT: COMPACT SINGLE FAMILY SUBDIVISION  
SHEET: 1/1

YAMAMOTO ARCHITECTURE  
302-35 East 8th Avenue  
Richmond, BC V6V 1T6  
1-800-711-1147 P: 604-753-1337

NOTES:  
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.



**RZ 15-701879**

**Attachment 3**

Address: 9460 Williams Road

Applicant: Sansaar Investments Ltd.

Planning Area(s): Broadmoor

	Existing	Proposed
<b>Owner:</b>	Rajwant Khaira	To be determined
<b>Site Size (m<sup>2</sup>):</b>	814 m <sup>2</sup>	314 m <sup>2</sup> and 360 m <sup>2</sup> (after lane dedication)
<b>Land Uses:</b>	Single-Family Residential	No change
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Area Plan Designation:</b>	N/A	No change
<b>702 Policy Designation:</b>	N/A	No change
<b>Zoning:</b>	Single Detached (RS1/E)	Compact Single Detached (RC2)
<b>Number of Units:</b>	One (1)	Two (2)
<b>Other Designations:</b>	N/A	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	0.6 Max.	none permitted
Buildable Floor Area:	Max. 188.4 m <sup>2</sup> (1,856 ft <sup>2</sup> ) and 216 m <sup>2</sup> (2,325 ft <sup>2</sup> )*	Max. 188.4 m <sup>2</sup> (1,856 ft <sup>2</sup> ) and 216 m <sup>2</sup> (2,325 ft <sup>2</sup> )*	none
Lot Coverage – Building:	Max. 50%	50% Max.	none
Lot Coverage – Building, structures, non-porous surfaces:	Max. 70%	70% Max.	none
Lot Coverage – Landscaping with live plant material:	Min. 20%	20% Min.	none
Setback – Front & Rear Yards (m):	Min. 6.0 m	6.0 m	none
Setback – Interior Side Yards (m):	Min. 1.2 m	1.2 m	none
Setback – Exterior Side Yard (m):	Min. 3.0 m	3.0 m	none
Height:	Max. 2½ storeys	2 storeys	none
Lot Size (m <sup>2</sup> ):	Min. 270m <sup>2</sup>	314m <sup>2</sup> / 360m <sup>2</sup>	none
Lot Width (m):	Min. 9 m / 11 m	10.235 m / 12.033 m	none
Lot Depth (m):	Min. 24 m	30.65 m	none

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

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

Richmond, June 16, 2016

Rajwant Khaira  
9460 Williams Rd  
Richmond BC

Sir Edwin Lee  
Planning & Development Dpt.  
Richmond City Hall  
6911 No. 3 Rd  
Richmond BC

**RE: Rezoning application for RZ-15-701879, 9460 Williams Rd.**

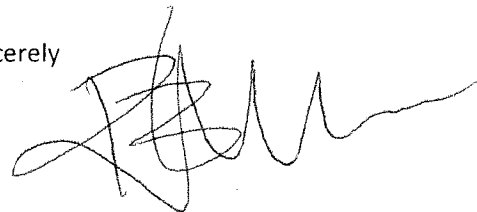
Dear Sir,

I am the owner of 9460 Williams Road, also speaking on behalf of Sansaar Investments, the applicant for this rezoning. I would like to express to you my efforts of purchasing the adjacent lots, 9440 and 9340 Williams Road. Since May 2013 my realtor and I have approached the owners more than a handful of times. They are not interested in looking at any written contracts or verbal deal.

I am also aware that 9440 Williams Road did go up for sale for one day. My realtor had verbally offered more than asking however he quickly changed his mind due to family dynamics changing.

Both owners of 9440 and 9340 Williams Road are aware of my rezoning application and have no opposing views to this movement.

Sincerely

A handwritten signature in black ink, appearing to be 'Rajwant Khaira', with a stylized, cursive script.

Rajwant Khaira

Rajwant Khaira  
9460 Williams Rd.  
Richmond BC

11/18/2015

Dear Sir,


I would like to express to you and anyone else that would be interested in the neighborhood of your property, specifically address directly adjacent to your property 9440 and 9340 Williams Rd. Richmond. I have attempted to see and have seen the owners to ask them to sell the properties at 5 different times since May 2013 till last approach November 01, 2015. I did express to "Terry" (owner of directly adjacent property to yours) that he could get much more money than the market at the time, but he said always the same to me "they are not interested to sell".

In some cases owners have the property set up that money cannot buy till family scenario is changing. Here we are dealing with owners that i know will not sell for a long time, years.

I had development property in South surrey for 33 townhouse project at 15151-26 ave, developer was trying to buy neighbors, well that was in 1991, Today the neighbors are still there, but the project was done without them.

This block where your property is located is dealing with similar problems, Terry the owner of directly adjacent property to yours is not willing sell, as his set up here is offering comfort for his family and business.

Sincerely,

  
Robert W. Kowalewski  
Sutton Group West Coast Realty Ltd.  
604 328 7250


Rajwant Khaira  
9460 Williams Rd.  
Richmond BC

4/18/2016

Dear Sir,

I have made one more visit on April 18, 2016 to the owners directly neighboring to your property at 9460 Williams Rd Richmond BC. This was a total of 6 attempts to help you to buy the neighboring properties. I would like to express to you and anyone else that neighbors at 9440 and 9340 would like the development you propose to be approved without any objection as it was expressed to me on April 18, 2016

Owners of 9440 and 9340 are not interested to sell, but they wish you get approval for the two lot subdivision and build new homes, as it was said "better for the neighborhood".



Robert W Kowalewski  
Sutton Group West Coast Realty Ltd.  
604 328 7250

Rajwant Khaira  
9460 Williams Rd  
Richmond BC  
V6A 1H1

Edwin Lee  
Planning & Development Dpt.  
Richmond City Hall  
6911 No. 3 Rd.  
Richmond BC  
V6Y 2C1

June 9, 2016

RE: Rezoning application 9460 Williams Rd.

Dear Sir,

We, and the undersigned below, are writing to you today to express our opposition to the current OCP for this area. Currently the OCP for this whole block is suggesting townhome development. We are fully aware that the applicant for 9460 Williams, Sansaar Investments, is trying to rezone this land for two homes just like across the street for this lot. We fully support the subdivision of the property into two lots.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rajwant Khaira', written over a series of horizontal lines.

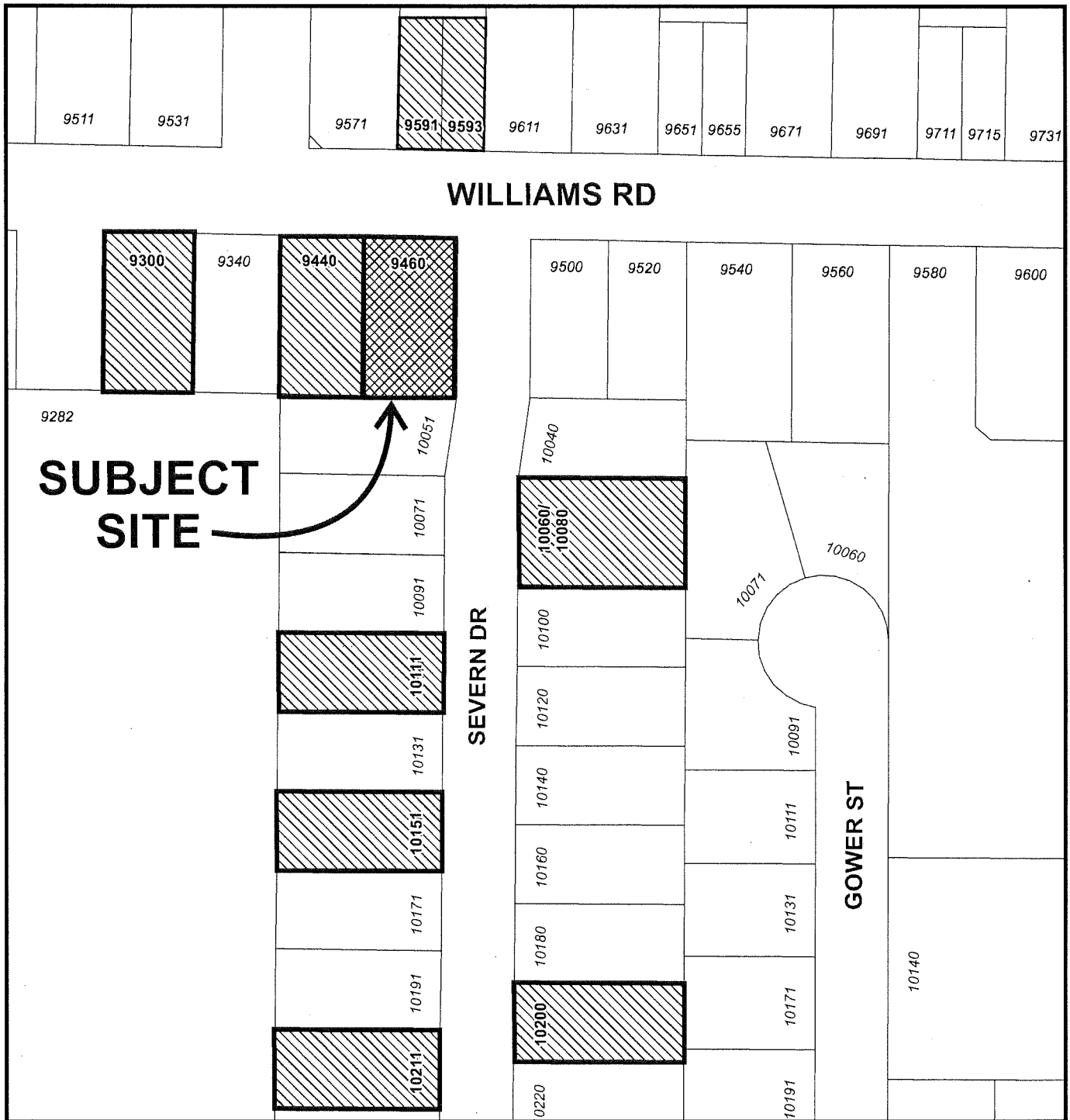
Rajwant Khaira

1	NAME	ADDRESS	SIGNATURE	DATE
2	Nancy Lu	9591 WILLIAMS RD.	Nancy Lu	June 9 <sup>th</sup> , 2016
3	<del>Emily L. Williams</del> Emily L. Williams	9593 Williams Rd.	Emily L. Williams	June 9 <sup>th</sup> 2016.
4	Vinny, MA	9300 William Rd	Vinny, MA	June 9, 2016
5	Susan Naeff	9440 Wilton Rd	Susan Naeff	June 9, 2016
6	G. Sinha	10111 SEVERN DR.	G. Sinha	JUN 9 <sup>TH</sup>
7	G. Lee	10201 SEVERN DR.	G. Lee	Jun. 9/16
8	D Brodie	10151 Severn	D Brodie	June 9/16
9	K Brodie	10151 SEVERN	K. Brodie	June 9/16
10	L Mendez	10060 SEVERN	L Mendez	June 9/16
11	T. Butler-Taylor	10080 Severn Dr.	T. Butler-Taylor	June 9/16
12	Mei Wang	10211 Severn Dr	Mei Wang	June 9/2016
13				
14				
15				





City of  
Richmond



Mapping of Petition in Support  
of the Proposal  
RZ 15-701879 - 9460 Williams Road

Original Date: 06/16/16

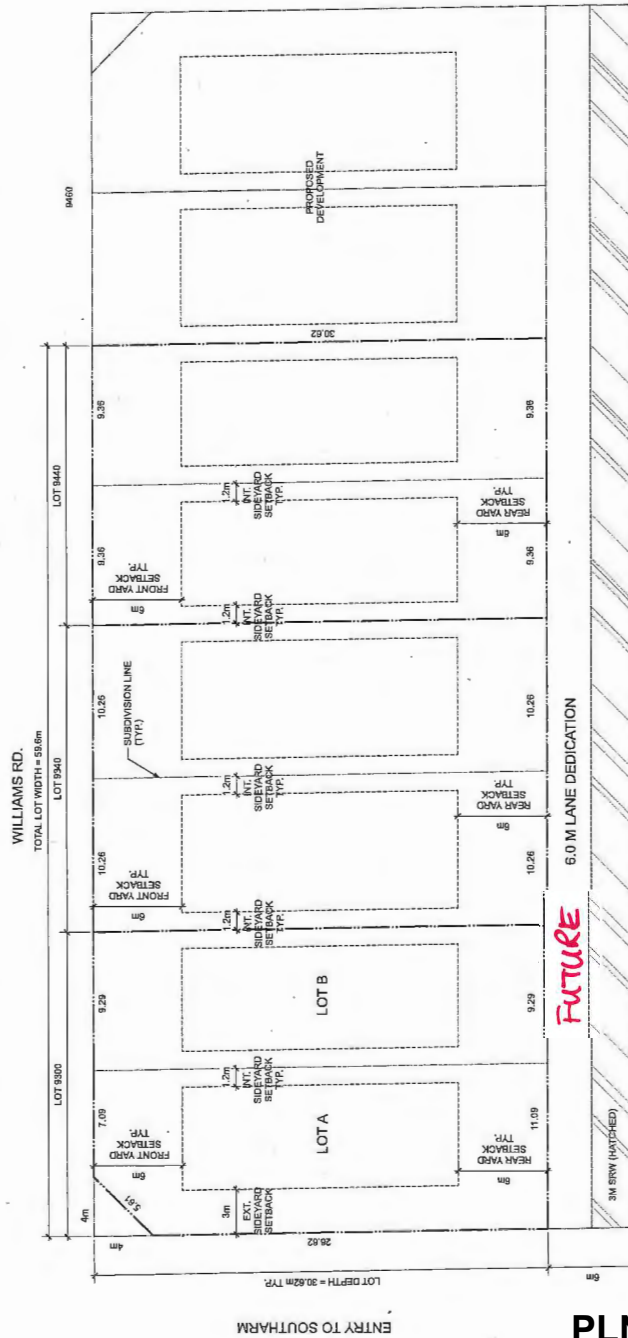
Revision Date:

Note: Dimensions are in METRES



# CONTEXT PLAN

SCALE: 1:100



PLN - 98

## CONCEPT PLAN

SCALE: 1/10"=1'-0"

### NOTES:

- ALL DIMENSIONS ARE APPROXIMATE
- ALL DIMENSIONS ARE IN METRES (M)

### LOT 9300:

ADDRESS: 9300 WILLIAMS RD., RICHMOND

SUBDIVISION LOT A:

SITE AREA: 3,057 SQFT (281 SQM)

PROPOSED ZONING: R1Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS

PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)

SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,057 SQFT (281 SQM)

PROPOSED FLOOR AREA: 2,446 SQFT (226 SQM)

MAX. ALLOWED COVERED AREA: 2,446 SQFT (226 SQM)

PROPOSED COVERED AREA: 2,446 SQFT (226 SQM)

### LOT 9340:

ADDRESS: 9340 WILLIAMS RD., RICHMOND

SUBDIVISION LOT B:

SITE AREA: 3,057 SQFT (281 SQM)

PROPOSED ZONING: R1Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS

PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)

SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,057 SQFT (281 SQM)

PROPOSED FLOOR AREA: 2,446 SQFT (226 SQM)

MAX. ALLOWED COVERED AREA: 2,446 SQFT (226 SQM)

PROPOSED COVERED AREA: 2,446 SQFT (226 SQM)

### LOT 9440:

ADDRESS: 9440 WILLIAMS RD., RICHMOND

SUBDIVISION LOT C:

SITE AREA: 3,057 SQFT (281 SQM)

PROPOSED ZONING: R1Z

MAX. HEIGHT ALLOWED: 2.5 STOREYS

PROPOSED BUILDING HEIGHT: 2.5 STOREYS

SITE COVERAGE ALLOWED: 50% (1,543 SQFT) (143 SQM)

SITE COVERAGE PROPOSED: 50% (1,543 SQFT) (143 SQM)

MAX. ALLOWED FLOOR AREA: 3,057 SQFT (281 SQM)

PROPOSED FLOOR AREA: 2,446 SQFT (226 SQM)

MAX. ALLOWED COVERED AREA: 2,446 SQFT (226 SQM)

PROPOSED COVERED AREA: 2,446 SQFT (226 SQM)

9252

ADJ. PARKING LOT  
OF SOUTHARM  
ELEMENTARY SCHOOL10051  
ADJ. SINGLE FAMILY  
DWELLING

## YAMATO ARCHITECTURE

202 - 333 East 8th Avenue  
Vancouver, BC V5T 1E5  
T: 604.731.1127 F: 604.731.1127

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2. JUNE 10, 2019. RZ REVISIONS  
1. APRIL 22, 2019. RZ REVISIONS

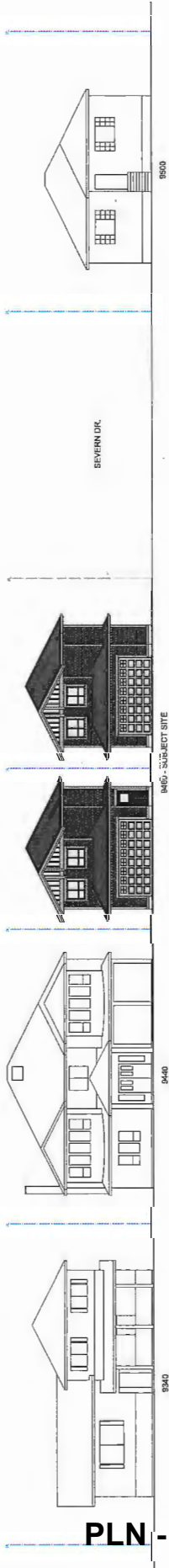
PROJECT: COMPACT SINGLE FAMILY SUBDIVISION  
SANDO WILLIAMS RD.  
RICHMOND, BC

CONCEPT PLAN  
DATE: 1/16/2019  
REV: DEC 28, 2019  
DRAWN: YJ  
PROJECT: 1500

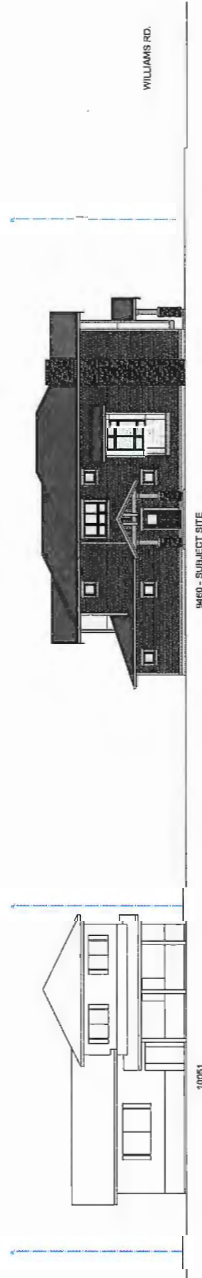
a1.1



STREETSCAPE - WILLIAMS RD.  
SCALE: 1" = 1'-0"



STREETSCAPE - LANE  
SCALE: 1" = 1'-0"

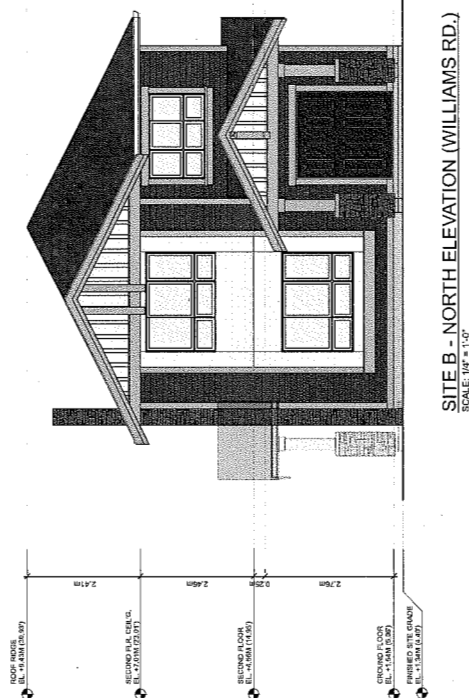


STREETSCAPE - SEVERN DR.  
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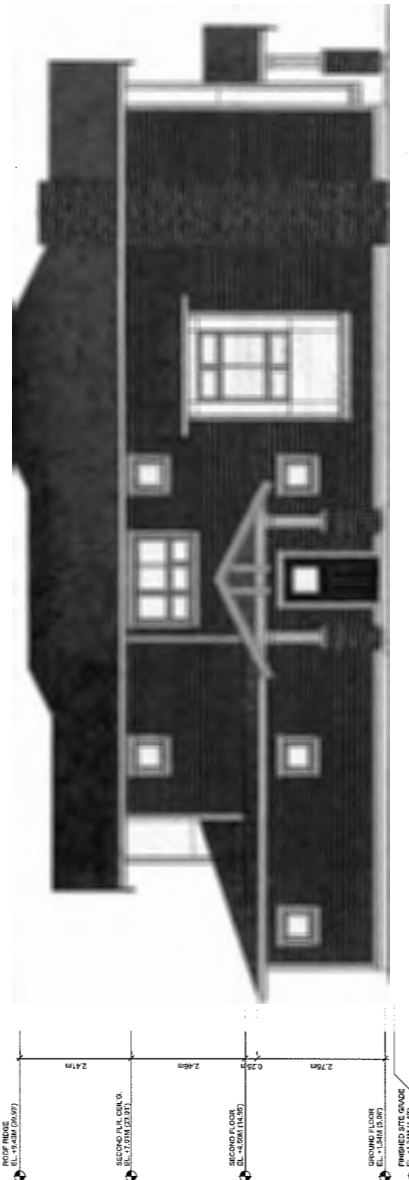
<p><b>YAMANOTO ARCHITECTURE</b>                  802 - 33 East 10th Avenue                  Northampton, MA 01060                  T - 410.791.1127 F - 410.791.1127</p>		<p><b>COMPACT SINGLE FAMILY SUBDIVISION</b>                  NORTH WILLIAMS RD.                  NORTHAMPTON, MA</p>		<p><b>STREETSCAPES</b>                  SHEET NO. 82.0                  DATE - 10/10/2018                  DRAWN BY - JPP                  CHECKED BY - JPP</p>	
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<p>2. JUNE 10, 2018 BY REVISION/CHG                  1. APRIL 03, 2018 BY REVISION/CHG</p>		<p>NO. 1001</p>		<p>DATE: 10/10/2018</p>	
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PLN - 99



PLN - 100

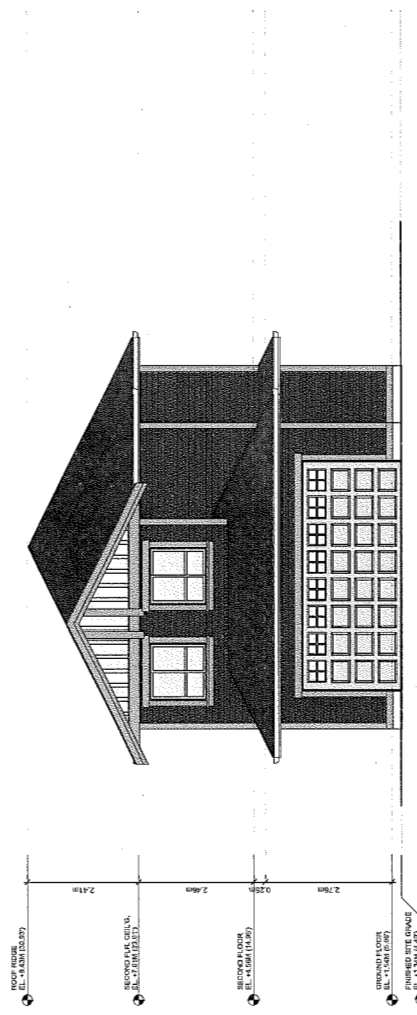


SITE B - EAST ELEVATION (ASH ST.)  
SCALE: 1/4" = 1'-0"

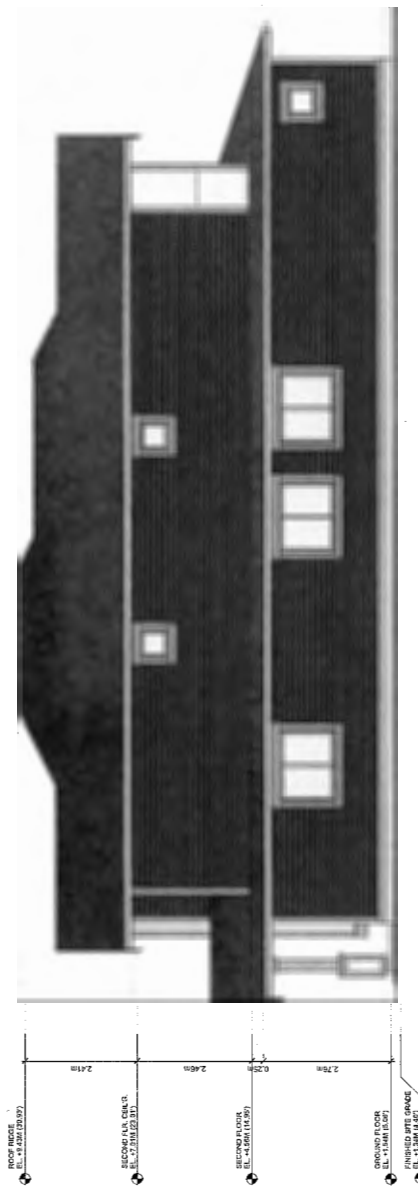
<p>PROJECT =</p> <p>COMPACT SINGLE FAMILY SUBDIVISION</p> <p>9800 WILLIAMS RD. RICHMOND, VA</p>	<p>DESIGNED BY =</p> <p>YAMANOTO ARCHITECTURE</p> <p>200 - 35 East 8th Avenue Richmond, VA 23219 T = 804.731.1127 F = 804.731.1127</p>	<p>DATE =</p> <p>10/10/19</p> <p>BY =</p> <p>10/10/19</p> <p>REVISIONS</p>	<p>DATE =</p> <p>10/10/19</p>	<p>BY =</p> <p>10/10/19</p>	<p>REVISIONS</p>
			<p>DATE =</p> <p>10/10/19</p>	<p>BY =</p> <p>10/10/19</p>	<p>REVISIONS</p>
			<p>DATE =</p> <p>10/10/19</p>	<p>BY =</p> <p>10/10/19</p>	<p>REVISIONS</p>
			<p>DATE =</p> <p>10/10/19</p>	<p>BY =</p> <p>10/10/19</p>	<p>REVISIONS</p>

<b>YAMANOTO ARCHITECTURE</b> 302 - 33rd Street, Suite 100 Minneapolis, MN 55409 T: 612.331.1127 F: 612.331.1127	<b>PROJECT -</b> COMPACT SINGLE FAMILY SUBDIVISION	<b>DATE</b> - 1/14/2019 <b>BY</b> - J.E.C.	<b>SHEET NO.</b> a2.3
		<b>DATE</b> - 1/14/2019 <b>BY</b> - J.E.C.	<b>SHEET NO.</b> a2.3

1. DATE: 01/14/2019 2. DATE: 01/14/2019 3. DATE: 01/14/2019 4. DATE: 01/14/2019	5. DATE: 01/14/2019 6. DATE: 01/14/2019 7. DATE: 01/14/2019 8. DATE: 01/14/2019
--	--



SITE B - SOUTH ELEVATION (LANE)  
SCALE: 1/4" = 1'-0"



SITE B - WEST ELEVATION (SIDE INTERIOR)  
SCALE: 1/4" = 1'-0"



NO.	DATE	REVISION DESCRIPTION	DR.
2	3/14/07	TRAIL MEANS PAVING, POLE SIZE	60
3	3/14/07	WAY, FIRE CITY (COMMENTS)	60

**CLIENT:**

PROJECT:

## RESIDENTIAL REZONING

9640 Williams Road  
at Severn Drive  
RICHMOND, BC

DRAWING TITLE:

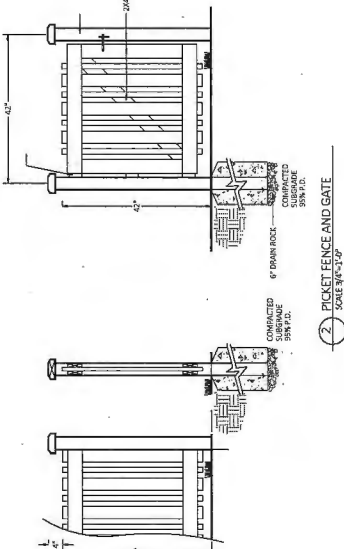
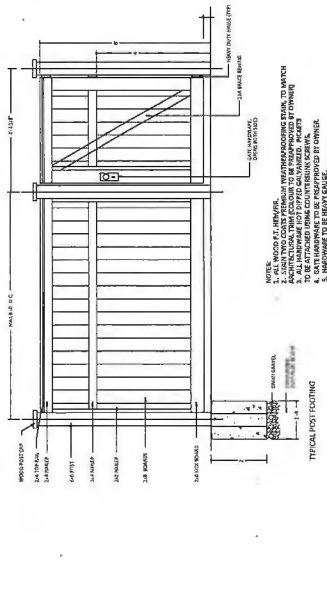
## LANDSCAPE PLAN & DETAILS

DATE: 15 DEC 04 DRAWING NUMBER:

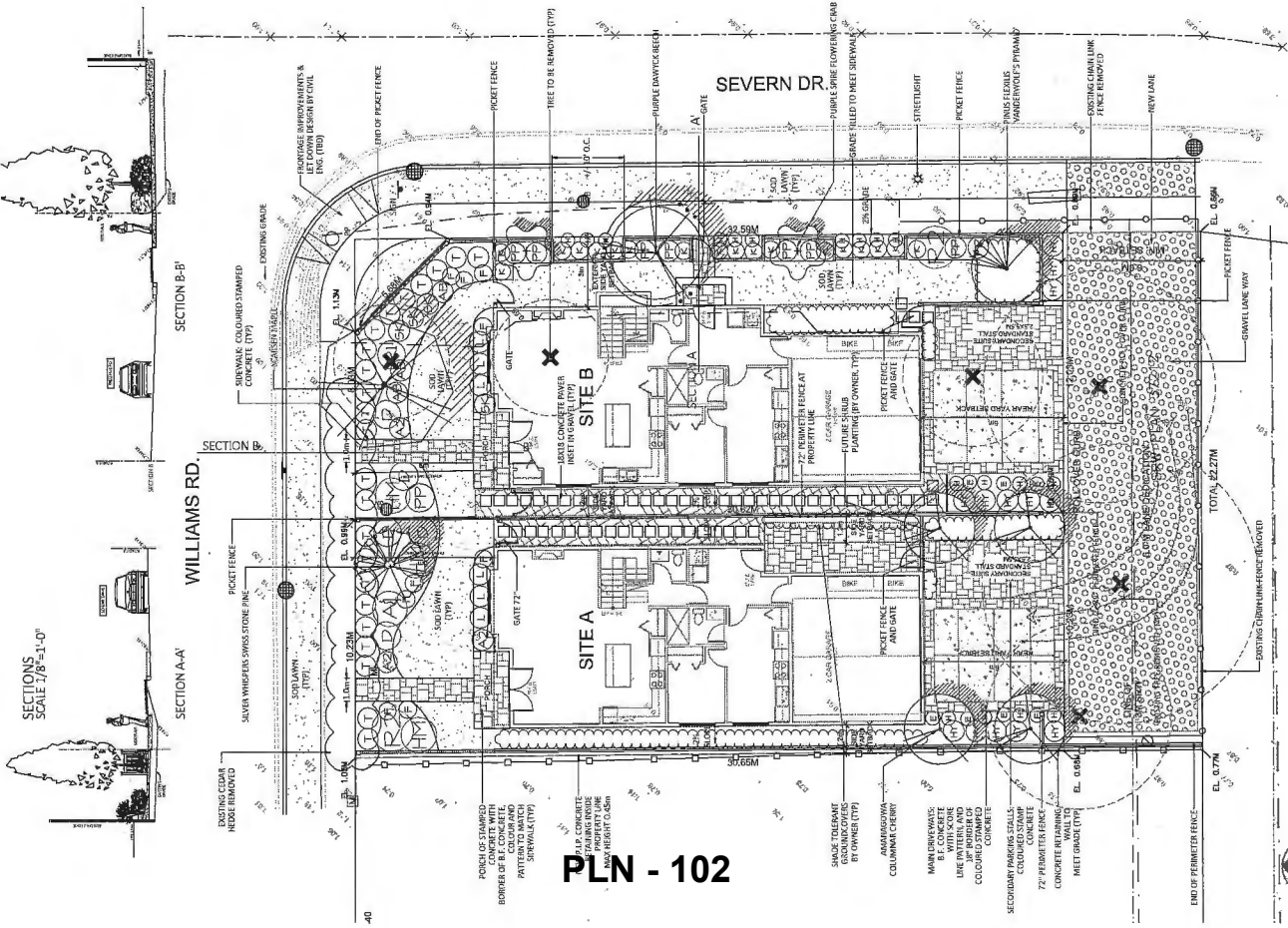
SCALE: VARIES

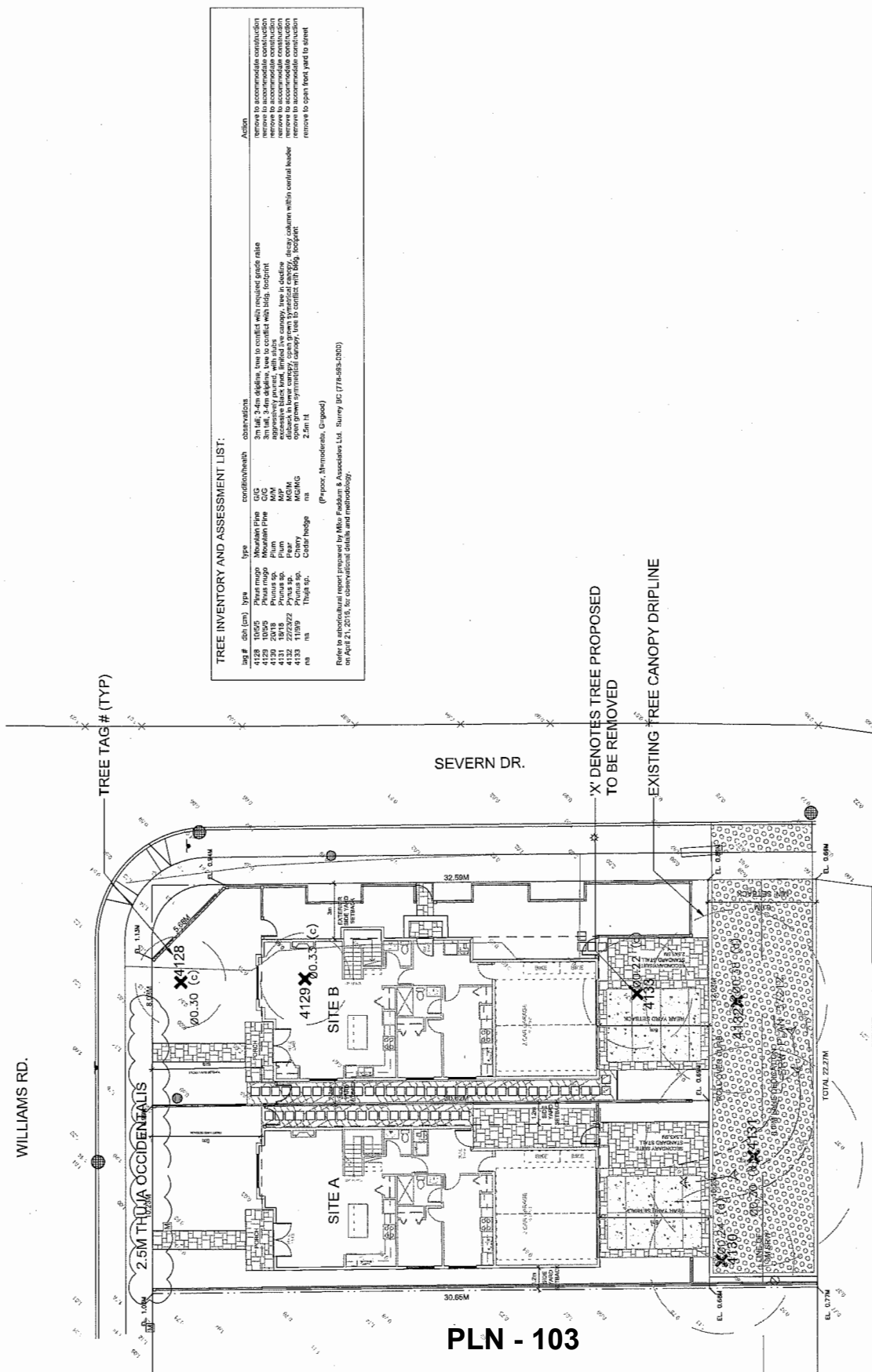
DESIGN:  
FROM  
OF

PMG PROJECT NUMBER:

[illegible]

5181-3.71P







**Address:** 9460 Williams Road

**File No.:** RZ 15-701879

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9582, the developer is required to complete the following:**

1. 6.0 m lane dedication along the entire south property line and a 4 m x 4 m corner cut dedication at the southwest corner of the intersection between Williams Road and Severn Drive.
2. Registration of a flood indemnity covenant on title.
3. Registration of a legal agreement on title to ensure that the building design on the proposed corner lot at future development stage is generally consistent with the preliminary architectural plans of the proposed building elevations included as Attachment 6 to this report.
4. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on both of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
5. Registration of a legal agreement on title ensuring that the principal dwelling and any secondary suite cannot be stratified.
6. Registration of a legal agreement on title ensuring that the only means of vehicle access to the proposed corner lot is from the proposed rear lane.
7. Registration of a legal agreement on title for the proposed corner lot to ensure that the only means of vehicle access is from the proposed rear lane and that there be no access to Severn Drive.
8. Submission of Landscaping Security in the amount of \$19,249.56.
9. City acceptance of the developer's offer to voluntarily contribute \$1,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City.

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

1. Enter into a Servicing Agreement\* for the design and construction of the proposed rear lane and frontage improvement works. Works include, but may not be limited to,

Frontage Improvements

- a) Construction of the new rear lane to current City's standards.
- b) Williams Road - New 1.5 m concrete sidewalk at property line, remaining to existing curb to be minimum 1.5 m landscaped boulevard.
- c) Severn Drive - From centre line of existing road: pavement widening to 5.6 m from center line of existing road, new curb and gutter, min. 1.5 m landscaped boulevard, 1.5 m new concrete sidewalk at property line.
- d) Developer to coordinate with BC Hydro, Telus and other private communication service providers:
  - (1) To underground Hydro service lines.
  - (2) When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - (3) To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.).



Water Works:

- e) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
- f) At Developers cost, the City is to cut and cap the existing water service connection along the Williams Road frontage and install two (2) new water service connections complete with meters and meter boxes along the Williams Road frontage.

Storm Sewer Works:

- g) At Developers cost, the City is to upgrade the existing storm service connection on Williams Road frontage to utilize the existing box culvert connection. New IC and dual connections at the adjoining property line of the newly subdivided lots plus a new ROW will be required to accommodate the new IC.

Sanitary Sewer Works:

- h) At Developers cost, the City is to remove the existing IC located at the southwest corner of the development site and replace with a new manhole. Reconnect the existing service to Lot 9440 and existing lead to the sanitary main.
- i) Install a new IC with dual service connections at the adjoin property line of the newly subdivided lots, complete with lead to tie-in to the new manhole.

General Items:

- j) 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.

**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. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
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.

**Note:**

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

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

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

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

---

Signed

---

Date



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9582 (RZ 15-701879)  
9460 Williams Road**

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

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

P.I.D. 006-128-904

Lot 189 Section 34 Block 4 North Range 6 West New Westminster District Plan 41287

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9582"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by <b>BK</b>
APPROVED by Director or Solicitor <i>al</i>

\_\_\_\_\_  
MAYOR

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



# City of Richmond

## Report to Committee Planning and Development Division

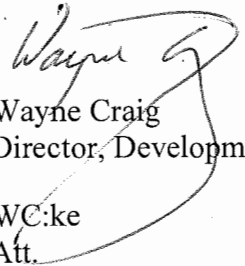
**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** June 20, 2016  
**File:** RZ 14-672762

**Re:** Application by Haydenco Holdings Ltd. for Rezoning at 12040 No. 5 Road from  
Agricultural (AG1) to Light Industrial (IL)

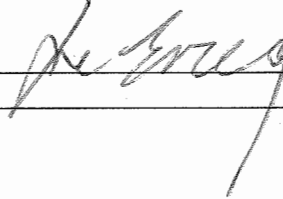
### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, for the rezoning of 12040 No. 5 Road from "Agricultural (AG1)" to "Light Industrial (IL)", be introduced and given first reading.

  
Wayne Craig  
Director, Development  
WC:ke  
Att.

### REPORT CONCURRENCE

#### CONCURRENCE OF GENERAL MANAGER



## **Staff Report**

### **Origin**

Haydenco Holdings Ltd. has applied to the City of Richmond for permission to rezone 12040 No. 5 Road from the “Agricultural (AG1)” zone to the “Light Industrial (IL)” zone in order to develop a new light industrial building (Attachment 1). The property is currently vacant.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is contained in Attachment 2.

### **Surrounding Development**

The subject site fronts onto No. 5 Road and does not contain any buildings.

To the North: An industrial building on a property zoned “Light Industrial (IL)”, which is serviced by an existing lane accessed from Rice Mill Road.

To the South: A single-family house on a property zoned “Agriculture (AG1)”.

To the East: A site containing the BC Ferries maintenance/operations harbour split-zoned “Agriculture (AG1)” and “Light Industrial (IL)”.

To the West: Across No. 5 Road, warehouse and light industrial buildings on sites zoned “Industrial Business Park (IB1)”.

### **Related Policies & Studies**

#### **Official Community Plan**

The subject site is designated “Industrial” in the Official Community Plan (OCP). The proposed development complies with the OCP. The site is zoned “Agriculture (AG1)”, but is not located within the Agricultural Land Reserve (ALR).

#### **Floodplain Management Implementation Strategy**

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

#### **Public Consultation**

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

Should the Planning Committee endorse this application and Council grant 1<sup>st</sup> reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

## **Analysis**

### **Built Form and Architectural Character**

The proposed light industrial building proposes a setback of 3.0 m (10 ft.) from No. 5 Road and massing and height (10.9 m or 36 ft.), which is similar to the existing light industrial development to the north at the corner of No. 5 Road and Rice Mill Road and meets the requirements of the Richmond Zoning Bylaw 8500.

The building will relate well to No. 5 Road through the establishment of a street oriented development with the building sited in close proximity to the street. Landscaping within the 3 m (10 ft.) setback to No. 5 Road in conjunction with the required upgrades along No. 5 Road (pathway and grass and treed boulevard) will improve the pedestrian scale of the development (refer to Attachment 3 for site plan drawings and landscape plan drawings).

In order to meet the minimum Flood Construction Level (FCL) as required in the City's Flood Plain Designation and Protection Bylaw of 2.9 m GSC, the elevation of the site will be increased resulting in the need for a retaining wall (approximately 2 m or 6 ft. in height) along the south edge of the site. For the western portion of the site where the building is proposed at the property line, glazing and panel reveals in the building walls provides architectural detailing to the visible south elevation of the development. Furthermore, fence heights on the east portion associated with the parking area will be limited to 1 m (3.5 ft.) in height to minimize impacts to the neighbouring property to the south. This adjacency condition along the south edge of the site is temporary and will be addressed with redevelopment of properties to the south for similar purposes.

### **Transportation and Site Access**

Access to the site will be provided at the rear of the site through the dedication and continuation of an existing lane established from Rice Mill Road. All off-street parking and loading areas for the industrial building will be provided for on the east portion of the site with access to the lane only. Registration of a legal agreement to ensure vehicle access to the site is from the lane only and not permitting access from/to No. 5 Road is a rezoning consideration. A total of 16 off-street parking stalls are provided, which satisfies the minimum parking requirements under the zoning bylaw.

### **Tree Retention and Replacement**

The City's Tree Preservation Coordinator has reviewed the submitted arborist report. Upon review of the arborist report, staff concurs with the findings and recommendations of the report. A total of five trees are proposed to be impacted and will require removal as a result of the development. Three trees are located on-site and two trees are located off-site on the neighbouring property to the south. The following is a summary of recommendations:

- Remove three on-site trees as a result of a direct conflict with the proposed building and replace with five trees (replacement tree sizing to be determined by the existing Tree Protection Bylaw 8057 provisions) and a cash-in lieu (\$500) contribution for one replacement tree that cannot be accommodated on-site.
- Remove two trees located on the neighbouring property to the south (12060 No. 5 Road) that cannot be retained due to their close proximity to the proposed development. The applicant has obtained written permission from the property owner to the south to remove the two referenced trees. Compensation in the form of two replacement trees planted on 12060 No. 5 Road will be required, consistent with provisions in the Tree Protection Bylaw. An additional cash-in-lieu compensation (\$2,000), based on a 2:1 replacement ratio, is being secured as a rezoning consideration for the subject site now as the trees on the neighbouring property are directly impacted by the proposed redevelopment.
- Refer to Attachment 4 for a plan outlining proposed tree removals.

### *Tree Replacement*

A total of three on-site bylaw sized trees are proposed to be removed as a result of conflicts with the proposed industrial building footprint. To accommodate the required 2:1 ratio of replacement trees (six trees), the site is able to accommodate five replacement trees on-site that are proposed to be planted along the No. 5 Road frontage of the site to complement the pedestrian frontage works to be completed as part of this development. These on-site replacement trees are sized at a minimum of 8 cm diameter at breast height (for deciduous) and/or 6 m height (for coniferous) in accordance with the City's Tree Protection Bylaw provisions on sizing of replacement trees. A landscape plan (Attachment 3) has been submitted to confirm the tree replanting scheme and a landscaping bond will be secured as a rezoning consideration for this development. A \$500 cash-in-lieu contribution is also being secured to account for the one replacement tree that is not able to be planted on-site.

For the two bylaw sized trees on the neighbouring property to the south recommended for removal, a tree permit is required. In accordance with the City's Tree Protection Bylaw, a total of two replacement trees will be required to be planted on site and placed in a location that provides for the best opportunities for their retention if this property also redevelops for industrial purposes. In addition to planting replacement trees on the property to the south, a cash-in-lieu (\$2,000) contribution is being secured through this rezoning to address these trees on the neighbouring site being impacted by the proposed redevelopment. Through this rezoning, the applicant has obtained written permission from the property owner at 12060 No. 5 Road for tree removals.

### **Site Servicing and Frontage Improvements**

Road, frontage and site servicing works are summarized as follows:

- Lane – dedication and continuation of the lane along the entire east portion of the subject site.
- No. 5 Road frontage – Works to accommodate additional on-street parking and related frontage upgrades (pathway and grass & treed boulevard).
- Site servicing works to extend the necessary services along the frontage of the site, including any required connections, inspection chambers and meter gauges.

All of the above referenced lane, road/frontage and site servicing works are to be designed and constructed through a Servicing Agreement required to be completed prior to issuance of a building permit for the development. All works are at the developers sole cost (refer to Attachment 5 – Rezoning Considerations).

**Financial Impact or Economic Impact**

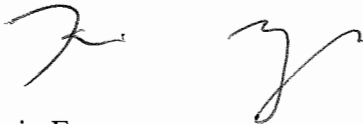
The rezoning application results in insignificant Operation Budget Impacts (OBI) for off-site City infrastructure (such as roadworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

**Conclusion**

The purpose of this rezoning application is to rezone 12040 No. 5 Road to the “Light Industrial (IL)” zoning district to allow for the development of an industrial building, accessed through a new lane along to the east of the site.

Staff supports the rezoning application as it is consistent with the existing OCP designation and recent redevelopment and siting of the industrial building to the immediate north.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9584 be introduced and given first reading.



Kevin Eng  
Planner 2

KE:cas

- Attachment 1: Location Map
- Attachment 2: Development Application Data Sheet
- Attachment 3: Conceptual Development Plans
- Attachment 4: Proposed Tree Removal Plan
- Attachment 5: Rezoning Considerations



# PROPOSED REZONING

## MACHINA WAY

**NO-5-RD**

RICE MILLER

South Arm Fraser River

**RICE MILL RD**

**NO. 5 RD**

12040

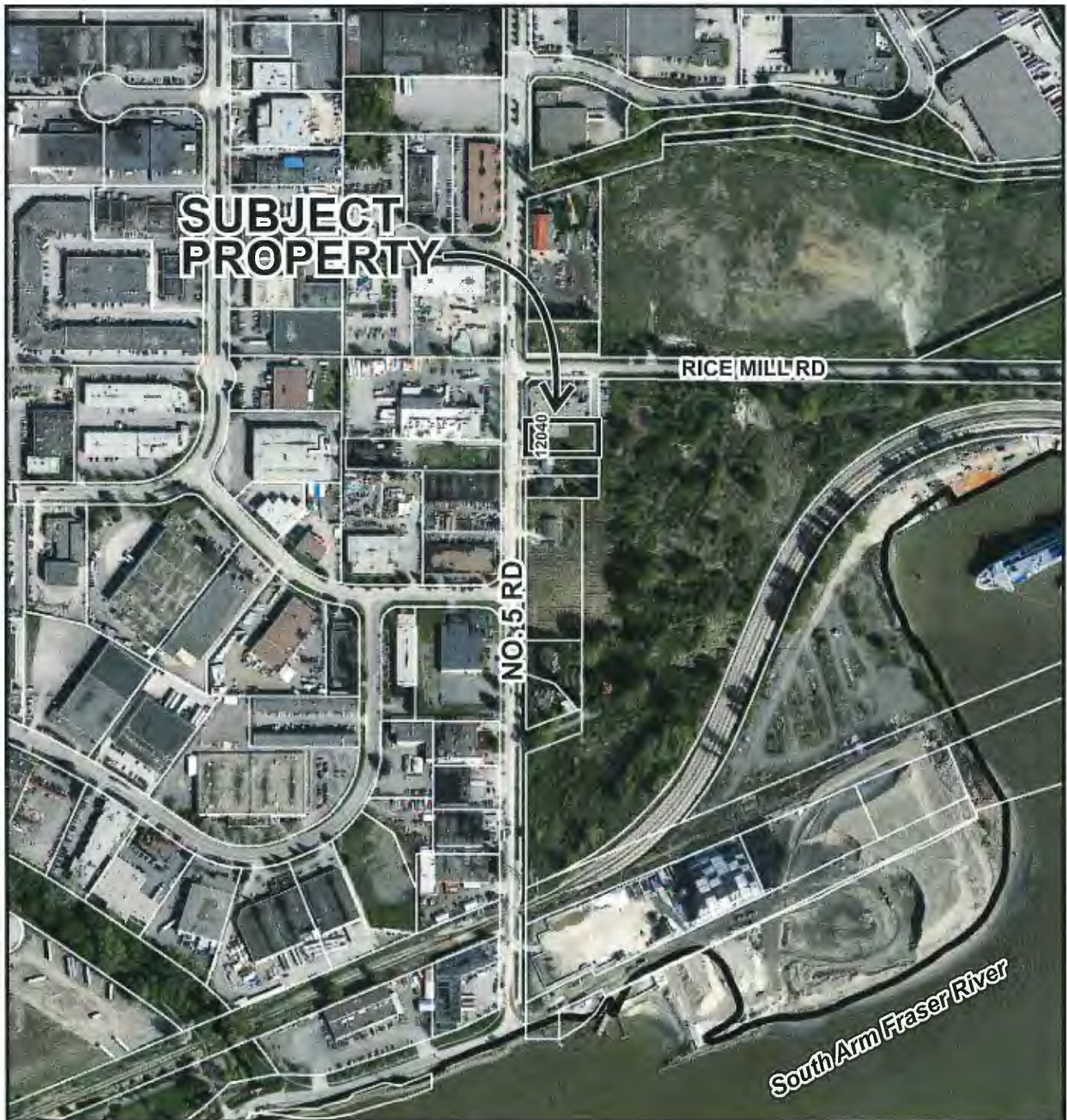


RZ 14-672762

Note: Dimensions are in METRES



City of  
Richmond



RZ 14-672762

Original Date: 09/30/14

Revision Date: 06/06/16

Note: Dimensions are in METRES

PLN - 114



**RZ 14-672762**

**Attachment 2**

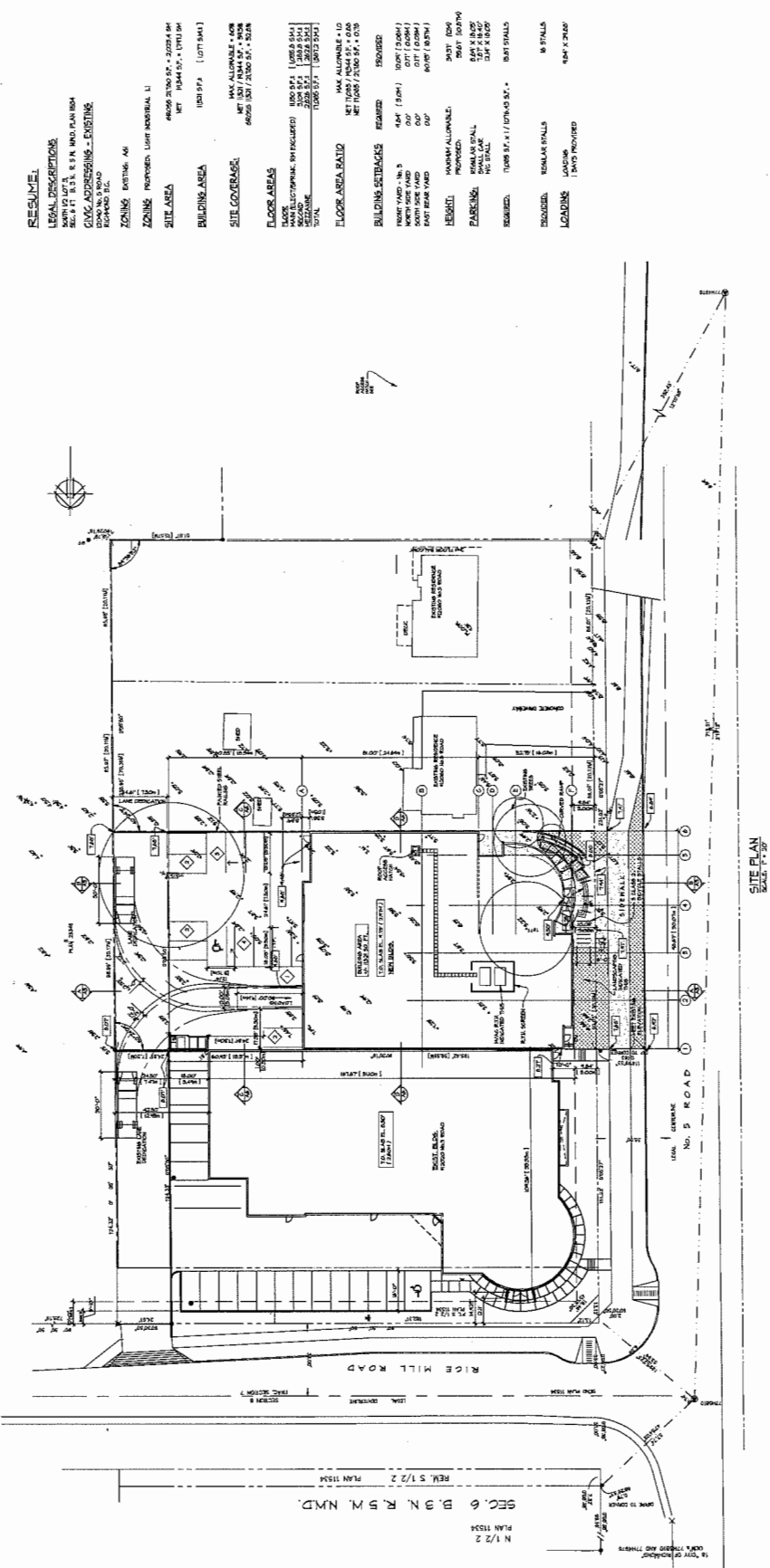
Address: 12040 No. 5 Road

Applicant: Haydenco Holdings Ltd.

	Existing	Proposed
<b>Owner:</b>	Haydenco Holdings Ltd.	No change
<b>Site Size (m<sup>2</sup>):</b>	2,008 sq. m	Approximately 1,782 sq. m (after lane dedication)
<b>Land Uses:</b>	Existing house	Light industrial building and off-street parking
<b>OCP Designation:</b>	Industrial	No change
<b>Zoning:</b>	Agricultural (AG1)	Light Industrial (IL)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 1.0 FAR	0.9 FAR	none permitted
Lot Coverage – Building:	Max. 60%	60%	none
Setback – Front Yard (m):	Min. 3 m	3 m	none
Setback – Side Yard (m):	No setback required	none	none
Setback – Rear Yard (m)	No setback required	18.5 m	none
Height (m):	12 m	10.9 m	none
Off-street Parking Spaces – Total:	16 stalls	16 stalls	none

REVISIONS	
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PLN - 116

RESUME

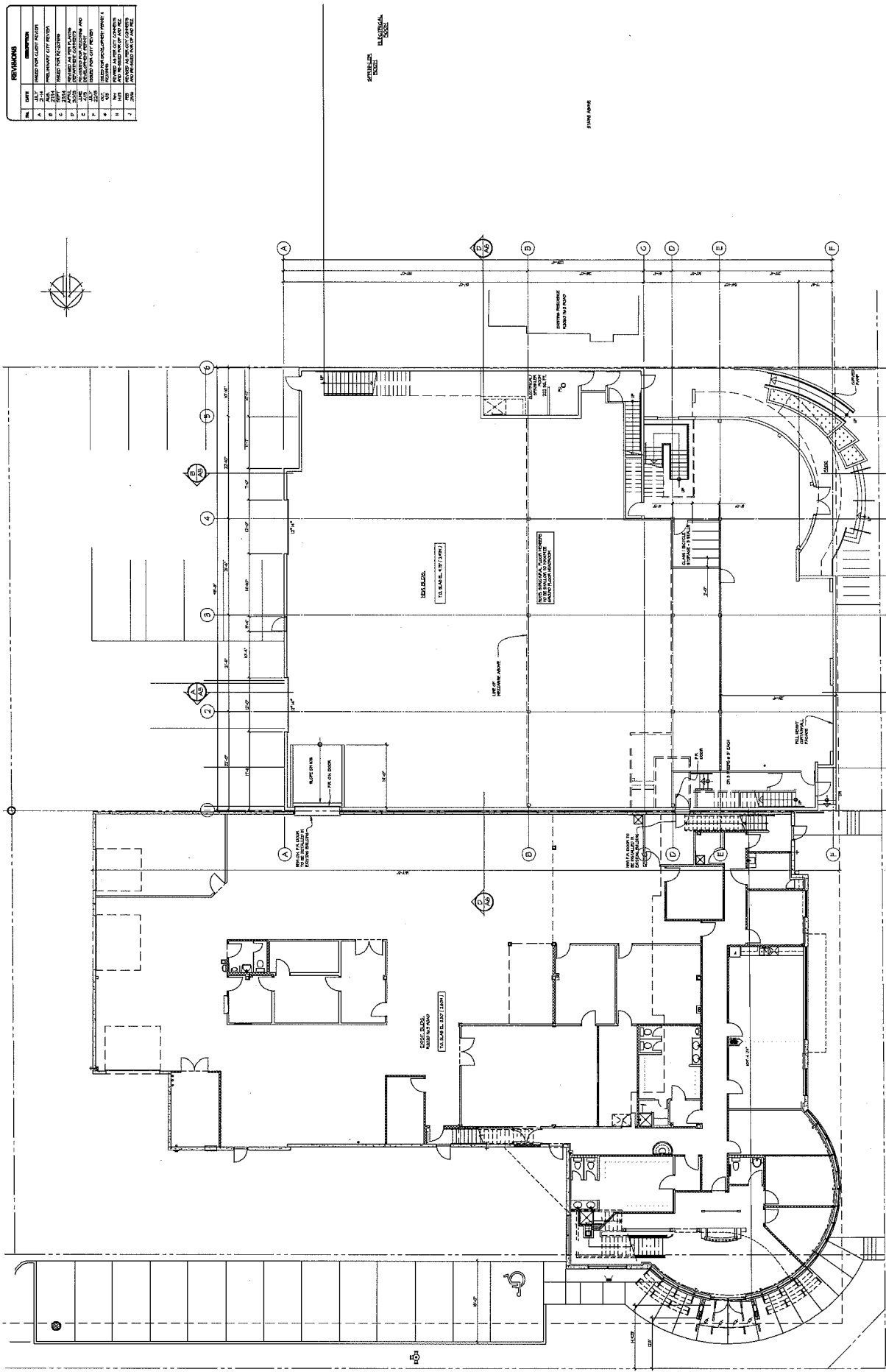
LEGAL DESCRIPTION

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REVISIONS	
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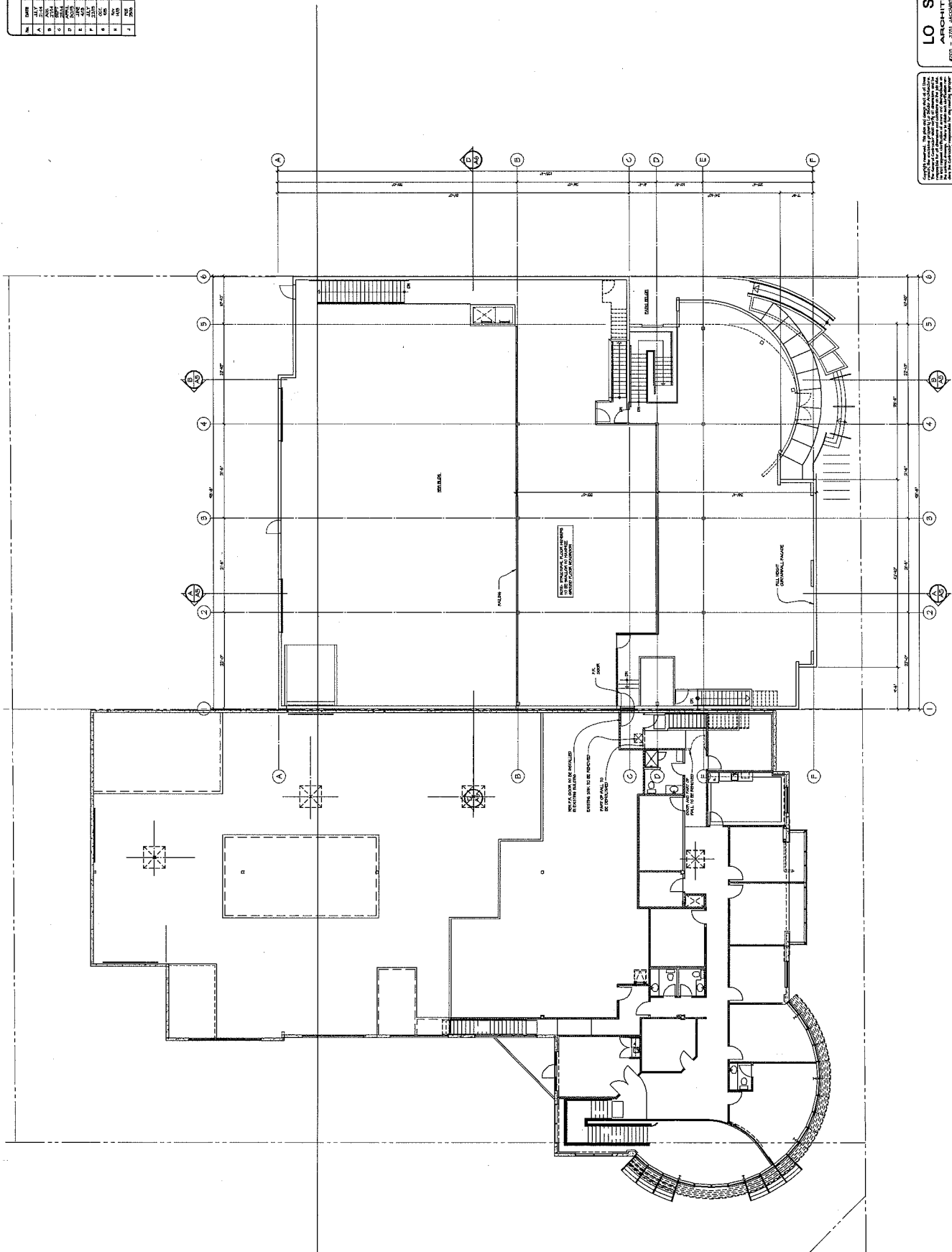
**LO STUDIO**  
ARCHITECTURE

DESIGN: LOU JACOBSON - BUILDING & INTERIOR DESIGN  
ARCHITECT: LOU JACOBSON - BUILDING & INTERIOR DESIGN

PROPOSED OFFICE BUILDING  
FOR: HATCH DRILLING SUPPLIES LTD

MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

REVISIONS	
NO.	DESCRIPTION
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PLN - 119

**LO STUDIO**  
ARCHITECTURE

2701 W. JACOBS ROAD - RICHMOND, B.C.  
V6V 2K7  
TEL: 604-273-1111 FAX: 604-273-1112

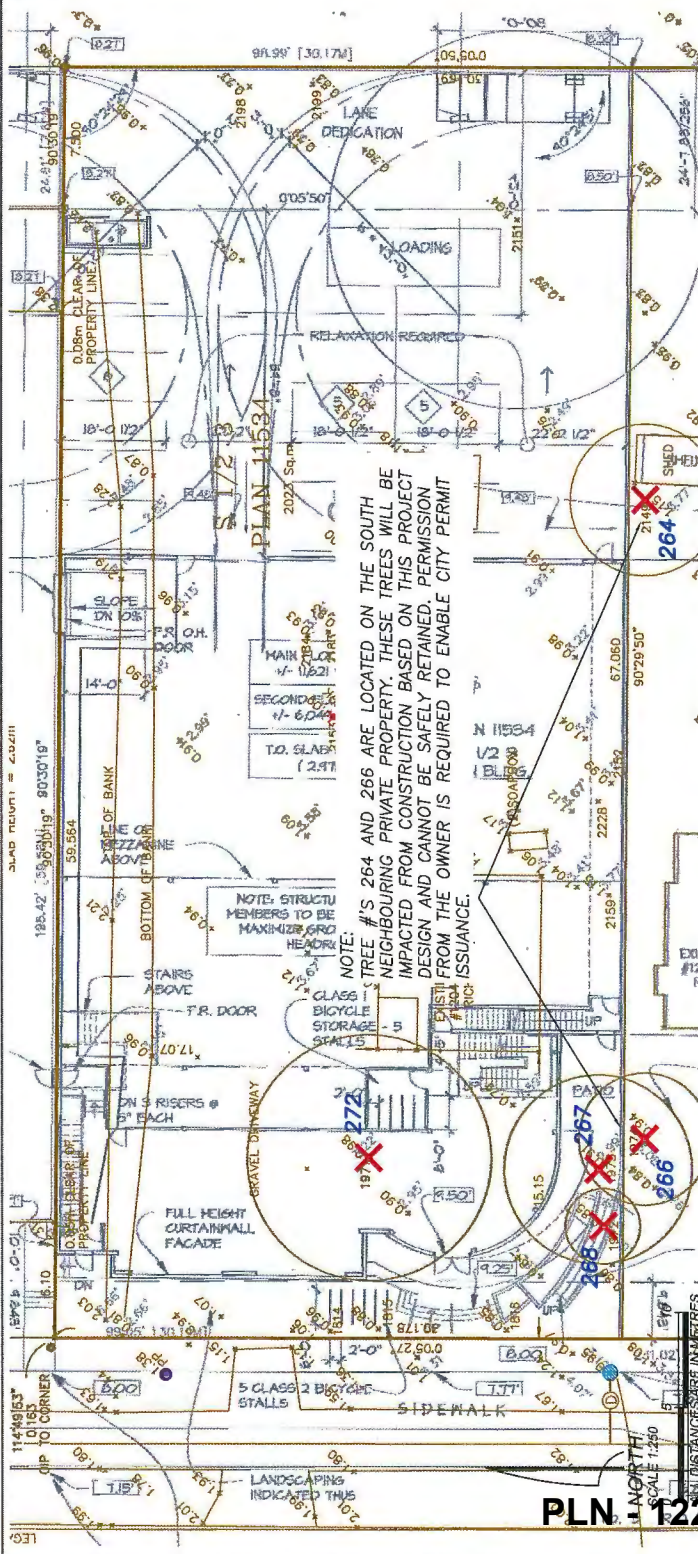
PROPOSED OFFICE W/6 BUILDING  
FOR: HAYDEN DRILLING SUPPLIES LTD

SECOND FLOOR





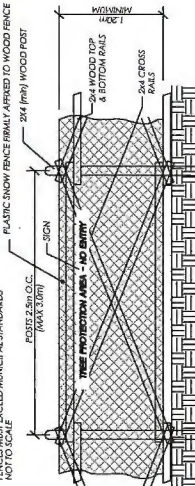




**LEGEND:**

- denotes TAG NUMBER or ID REFERENCE.
- denotes PRIORITY BANKING for treatment planning consideration.
- denotes DRIFLINE (spread of the branches and foliage) of the tree.
- denotes RETENTION tree [proposed].
- denotes REMOVAL tree [proposed].
- denotes HIGH RISK REMOVAL tree (proposed).
- denotes OFF-SITE tree [to be protected and/or owner contacted at project completion].
- denotes NON-HYLAM understore tree (as measured by project arboreal assessor).
- denotes SITE or STUDY AREA BOUNDARY.
- denotes TREE PROTECTION ZONE (TPZ) setback alignment as specified in the TPZ setback schedule.

**TREE PROTECTION FENCE DETAIL - SAMPLE:**  
FENCES MUST EXCEED MUNICIPAL STANDARDS

[illegible]

0	MAY 28, 2015	INITIAL SUBMISSION
REV #	DATE	COMMENTS

<b>TREE MANAGEMENT DRAWING</b>	
PROJECT:	LIGHT INDUSTRIAL DEVELOPMENT
ADDRESS:	12040 NO. 5 ROAD RICHMOND
CLIENT:	HAYDEN DRILLING - SANFORD DESIGN
ACL FILE:	15204 SHEET: 1 OF 1

acilgroup.ca

 **ARBORTECH**  
**CONSULTING**

ACIL GROUP

SUITE 145 • 12051 HORSESHOE WAY, RICHMOND, BC V7A 4V4  
560.275.3464





**Address:** 12040 No. 5 Road

**File No.:** RZ 14-672762

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9584, the developer is required to complete the following:**

1. 7.5 m wide lane dedication along the entire east property line.
2. Submission of a Landscaping Security in the amount of \$15,000 based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and contingency. The Landscape Plan includes 5 required replacement trees with the following minimum sizes (NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees):

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
5	8 cm		6 m

3. City acceptance of the developer's offer to voluntarily contribute \$2,500 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
4. Registration of a flood plain covenant on title identifying a minimum habitable elevation of 2.9 m GSC.
5. Registration of a legal agreement on title ensuring that the only means of vehicle access is through the lane to be extended at the east of the site and that no access be permitted to the site from No. 5 Road.

**As part of any tree removal permit applied for 12060 No. 5 Road in relation to the proposed redevelopment at 12040 No. 5 Road, the following requirements must be met:**

1. Provides for a minimum of 2 replacement trees located on 12060 No. 5 Road (NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees).
2. That the location of the replacement trees be located in an area and planted in a manner that maximizes opportunities for their retention upon redevelopment of 12060 No. 5 Road to the satisfaction of Tree Protection Staff.

**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. Enter into a Servicing Agreement\* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to:
  - a) Extension of the lane – Within the 7.5 m wide lane dedication roll over curbs on both sides, pavement, lighting and extension of the storm sewer system (200 mm) approximately 28 m (including installing a new manhole at the south property line).
  - b) No. 5 Road frontage works – Road widening works to maintain the two travel lanes and accommodate a new parking lane along the east side of the road. Total pavement width to be approximately 10.15 m. On the east side of the road, install a new curb and gutter, 2 m wide grass and treed boulevard and 3 m wide asphalt trail. The developer's consultant is also required to complete a roadway lighting assessment and recommend lighting upgrades through the Servicing Agreement.
  - c) Water works – Using the OCP Model, there is 442.6 L/s of water available at a 20 psi residual at the No.5 Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 250.0 L/s. Please submit fire flow calculations signed and sealed by a professional engineer based on the Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) to confirm that there is adequate available flow for onsite fire protection.

- Disconnect the existing water connection along No. 5 Road and Install a new 25mm diameter water connection complete with meter and meter box.
- d) Storm sewer works – On-site drainage to be designed to be directed to the south west corner of the site. Upgrade the existing storm sewer connection and inspection chamber located at the south west corner of the site to meet City engineering requirements.
- e) Sanitary works – Extend south approximately 30m of a new 200mm sanitary sewer from the existing cap SCP52138. Terminate with manhole at the south property line. Install a new sanitary service connection complete with inspection chamber off of the newly constructed sewer. At Developers cost, the City is to perform all tie-in for proposed works to existing City infrastructure.
- f) General - Developer to coordinate with BC Hydro, Telus and other private communication service providers:
  - To underground proposed Hydro service lines.
  - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
  - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).
  - Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or 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.
  - A sediment and control plan is required.
- 3. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
- 4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

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

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

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

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

PLN-124



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9584 (RZ 14-672762)  
12040 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 of the following area and by designating it **"LIGHT INDUSTRIAL (IL)"**.

P.I.D. 003-606-520

South Half Lot 3 Sections 6 and 7 Block 3 North Range 5 West New Westminster District  
Plan 11534

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9584"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

_____
_____
_____
_____
_____
_____

CITY OF RICHMOND
APPROVED by <i>BK</i>
APPROVED by Director or Solicitor <i>il</i>

\_\_\_\_\_  
MAYOR

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