



## Planning Committee

Anderson Room, City Hall  
6911 No. 3 Road

Wednesday, September 5, 2012  
4:00 p.m.

Pg. #      ITEM

### MINUTES

PLN-5

*Motion to adopt the minutes of the meeting of the Planning Committee held on Tuesday, July 17, 2012.*



### NEXT COMMITTEE MEETING DATE

Tuesday, September 18, 2012, (tentative date) at 4:00 p.m. in the Anderson Room

### PLANNING & DEVELOPMENT DEPARTMENT

1. **APPLICATION BY PRITPAL SINGH RANDHAWA FOR REZONING AT 10180 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**  
(File Ref. No. 12-8060-20-8930, **RZ 12-610058**) (REDMS No. 3602857)

PLN-15

See Page PLN-15 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Bylaw No. 8930, for the rezoning of 10180 Williams Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.*



2. **APPLICATION BY ANWER KAMAL FOR REZONING AT 10471 NO. 1 ROAD FROM SINGLE DETACHED (RS1/E) TO COACH HOUSES (RCH)**

(File Ref. No. 12-8060-20-8931, RZ 12-610097) (REDMS No. 3606033)

PLN-31

See Page PLN-31 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Bylaw No. 8931, for the rezoning of 10471 No. 1 Road from "Single Detached (RS1/E)" to "Coach Houses (RCH)", be introduced and given first reading.*



3. **APPLICATION BY JOSEPH YANG FOR REZONING AT 7451 AND 7491 BRIDGE STREET FROM SINGLE DETACHED (RS1/F) TO SINGLE DETACHED (ZS14) – SOUTH MCLENNAN (CITY CENTRE)**

(File Ref. No. 12-8060-20-8934, RZ 09-496160) (REDMS No. 3156215)

PLN-43

See Page PLN-43 for full report

*Designated Speaker: Wayne Craig*

STAFF RECOMMENDATION

*That Bylaw No. 8934, for the rezoning of 7451 and 7491 Bridge Street from "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)", be introduced and given first reading.*



4. **HOUSING AGREEMENT (ONNI 7731 ALDERBRIDGE HOLDING CORP. AND ONNI 7771 ALDERBRIDGE HOLDING CORP.) BYLAW 8936 – TO SECURE AFFORDABLE HOUSING UNITS LOCATED IN 7731 AND 7771 ALDERBRIDGE WAY**

(File Ref. No.) (REDMS No. 3617448)

PLN-61

See Page PLN-61 for full report

*Designated Speaker: Dena Kae Beno*

STAFF RECOMMENDATION

*That Bylaw No. 8936 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8936 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 11-585209.*

5.    **MANAGER’S REPORT**

**ADJOURNMENT**

Pg. #

ITEM



## Planning Committee

Date: Tuesday, July 17, 2012

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Evelina Halsey-Brandt, Vice-Chair  
Councillor Chak Au  
Councillor Linda Barnes  
Councillor Harold Steves  
Mayor Malcolm Brodie

Also Present: Councillor Linda McPhail

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on Wednesday, July 4, 2012, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

Wednesday, September 5, 2012 (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING & DEVELOPMENT DEPARTMENT

1. **APPLICATION BY HOLLYBRIDGE LIMITED PARTNERSHIP FOR REZONING AT 5440 HOLLYBRIDGE WAY FROM INDUSTRIAL BUSINESS PARK (IB1) TO RESIDENTIAL/LIMITED COMMERCIAL (RCL3)**

(File Ref. No. 12-8060-20-8879, RZ 09-506904) (REDMS No. 3555761)

Brian J. Jackson, Director of Development, provided the following information regarding the proposed project, located within the City Centre's Oval Village: (i) this is one of many large applications coming before Committee and Council in the Oval neighbourhood; (ii) 586 residential units, a number that includes 29 affordable units, as well as street-front retail units, are part of the mid-rise and high-rise project; (iii) the applicant has responded in terms of a public art component, a day care contribution and eco-amenities; (iv) the project will be part of the district energy system; (v) the project will comply with LEED Silver equivalency; and (vi) the project responds in all ways to provide for a road network and walkway frontages on all surrounding streets.

In reply to queries Mr. Jackson and Suzanne Carter-Huffman, Senior Planner/Urban Design, provided the following additional information:

- the City Centre Area Plan encourages developers to explore alternative ways to enhance the fit of a proposed development with the surrounding community, and with this proposed development, "eco-amenity" is in the form of a "rain garden" constructed within the subject site along its Gilbert Road frontage;
- Richmond's Affordable Housing Strategy works to achieve opportunities for a variety of housing options that appeal to both residents and developers; staff has examined various projects and the affordable housing opportunities inherent in those projects; for this application the cluster of 29 low-end market rental affording housing units into one building is part of Phase 2 of the construction plan; and
- the affordable housing units proposed for this subject site are defined as "affordable rental", are the majority of the City's available affordable units.

It was moved and seconded

- (1) *That Bylaw No. 8879, which makes minor amendments to the "RCL3" zone specific to 5440 Hollybridge Way and rezones that property from "Industrial Business Park (IB1)" to "Residential/Limited Commercial (RCL3)", be introduced and given first reading.*

## Planning Committee

Tuesday, July 17, 2012

---

- (2) *That the child care contribution for the rezoning of 5440 Hollybridge Way (RZ 09-506904) be allocated entirely (100%) to the Child Care Development Reserve Fund created by Reserve Fund Establishment Bylaw No. 7812, unless Council directs otherwise prior to the date of the owner's payment, in which case the payment shall be deposited as directed by Council.*

CARRIED

2. **MATTHEW CHENG ARCHITECT INC. HAS APPLIED TO THE CITY OF RICHMOND FOR PERMISSION TO REZONE 9000 GENERAL CURRIE ROAD "SINGLE DETACHED (RS1/F)" TO "MEDIUM DENSITY TOWNHOUSES (RTM3)" IN ORDER TO DEVELOP AN 8 UNIT, 3 STOREY TOWNHOUSE DEVELOPMENT.**  
(File Ref. No. 12-8060-20-8906, RZ 11-588104) (REDMS No. 3517077)

In response to queries, Mr. Jackson advised that: (i) through a service agreement the applicant will provide improvements to the sidewalk along the frontage of the subject site; and (ii) a Development Permit that is anticipated soon will enable the applicant to move ahead and remove the overgrowth to enhance the appearance of the site.

It was moved and seconded

*That Bylaw No. 8906 for the rezoning of 9000 General Currie Road from "Single Detached, (RS1/F)" to "Medium Density Townhouses (RTM3)", be introduced and given first reading.*

CARRIED

3. **APPLICATION BY TRASCHEH HOLDINGS LTD. FOR REZONING OF 9091, 9111 AND 9131 BECKWITH ROAD FROM "SINGLE DETACHED (RS1/F)" TO "INDUSTRIAL BUSINESS PARK (IB2)"**  
(File Ref. No. 12-8060-20-8918 RZ 11-591939) (REDMS No. 3560931)

Mr. Jackson stated that the 9000-block of Beckwith Road is earmarked for industrial development, and the subject site is designated "Business and Industry". He added that the applicant's plan is to develop two equal-sized light industrial buildings.

In response to queries Mr. Jackson and Mark McMullen, Senior Coordinator - Major Projects, advised that:

- the "Business and Industry" zone includes offices, general industrial spaces, recycling depots, and vehicle repair shops, among approximately 20 other designated uses;
- this type of development in the Bridgeport Village area fits within the uses designated in the City Centre Area Plan, and is part of the transition from older residential to industrial lots that is happening in the area; and

## Planning Committee

Tuesday, July 17, 2012

---

- adjacent to the subject site is Nature's Path cereal company to the north, an older single-family home to the east, an Enterprise Rental Car outlet to the west, and to the south, across Beckwith Road, is Costco.

In response to a query the applicant, Rob Chetner of Vancouver, stated that right now there are no specific businesses leasing space in the proposed buildings. He added that with the disappearance of warehouse space in and around the Oval, and he hoped that the proposed development will fill the void and provide an upgrade in the appearance of the area.

It was moved and seconded

*That Bylaw No. 8918, for the rezoning of 9091, 9111 and 9131 Beckwith Road from "Single Detached (RS1/F)" to "Industrial Business Park (IB2)", be introduced and given first reading.*

**CARRIED**

4. **COTTER ARCHITECTS INC. HAS APPLIED TO THE CITY OF RICHMOND FOR PERMISSION TO REZONE 9691 ALBERTA ROAD FROM "SINGLE DETACHED (RS1/F)" TO "LOW DENSITY TOWNHOUSES (RTL4)" IN ORDER TO CREATE 24 TOWNHOUSE UNITS.**

(File Ref. No. 12-8060-20-8925, RZ 11-590114) (REDMS No. 3517080)

Mr. Jackson noted that a unique feature of the proposed seventeen-unit three-storey townhouse development is seven units include an additional ground level, one-bedroom units, the townhouse units. With seventeen townhouse units and seven one-bedroom units, the subject site will have a total of 24 residential units.

Mr. Jackson added that this unique design is a result of Council's referral to encourage developers to design one-storey townhouse units.

Thomas Palmer of Cotter Architects Inc. described the seven one-bedroom units as one-storey, compact, affordable, and accessible, and they can be sold independently of the two-storey townhouse units to which they are attached, and that they are designed to be fully adaptable to accessibility status.

Committee directed staff to advise Council regarding the completion date of the project, in order for Council to view the unique project.

It was moved and seconded

*That Bylaw 8925, for the rezoning of 9691 Alberta Road from "Single Detached (RS1/F)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.*

**CARRIED**



## Planning Committee

Tuesday, July 17, 2012

---

5. **APPLICATION BY YAMAMOTO ARCHITECTURE INC. FOR REZONING AT 9040 AND 9060/9080 NO. 2 ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**  
(File Ref. No. 12-8060-20-8926, RZ 11-587764) (REDMS No. 3556876)

Mr. Jackson reported that the proposed nine-townhouse unit project has access from No. 2 Road. He noted that the applicant has responded in a significant way to ensure that the proposed units at the rear of the subject site are two-stories, not three, and that all proposed units are appropriately set back from the adjacent single-family dwellings.

It was moved and seconded

*That Bylaw No. 8926, for the rezoning of 9040 and 9060/9080 No. 2 Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.*

CARRIED

6. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 8200, 8220, 8280 AND 8300 NO. 1 ROAD FROM SINGLE DETACHED (RS1/E) TO LOW DENSITY TOWNHOUSES (RTL4)**  
(File Ref. No. 12-8060-20-8929, RZ 11-596490) (REDMS No. 3569379)

Mr. Jackson noted that, in response to comments from residents who live on the cul-de-sac located to the east of the subject site, the developer of the proposed 28 unit townhouse project is providing a rear yard setback of six metres to address privacy issues, and this measurement is equivalent to that required by the zoning bylaw for single-family dwellings. Mr. Jackson added that with regard to massing, two-storey, not three-storey, townhouse units would face the single-family dwellings to the residential cul-de-sac to the east.

In respond to a query from the Chair, Kevin Eng, Planner, advised that area residents who have raised concerns have been notified in writing regarding the developer's design changes.

A brief discussion took place between Committee and staff regarding the alignment of the subject site's access in relation to the No. 1 Road and Pacemore Avenue intersection and pedestrian crosswalk. Mr. Jackson advised that staff would re-examine the issue ahead of the Development Permit process.

## Planning Committee

Tuesday, July 17, 2012

---

Teri Bartwell, 8251 Coldfall Court, addressed Committee to outline the following concerns: (i) it is essential for her pie-shaped back yard to be significantly set back from the proposed townhouse units for privacy, property value purposes, and enjoyment of her property; (ii) the area has a lot of clay that holds water, so drainage is a major issue, and water may seep onto her property and impact her home that has a sunken living room; (iii) shading on backyards of the adjacent single-family dwellings is a concern; (iv) two proposed parking stalls placed directly behind the fence that earmarks her property are problematic due to her asthma condition; (v) many schools in the neighbourhood contribute to a large number of children using the area streets, and potential traffic accidents are a concern; (vi) the Coldfall Court cul-de-sac is chosen by drivers as a location to park their vehicles, and with 28 proposed townhouse units, this problem would increase; and (vii) in the event of a power outage and the resulting lack of operating street lights, traffic chaos in the area is possible.

Ms. Bartwell concluded her remarks by noting that she does not consider 28 townhouse units low density, especially in her primarily single-family residential area, and she is worried about her safety

Mr. Jackson advised that the applicant has amended the site plan since Ms. Barkwell submitted a letter to the planning department in March, 2012, and reiterated that each of the proposed townhouse units are now setback a full six metres, or 20 feet, from the yards of the Coldfall Court cul-de-sac single family dwellings. In addition the applicant has reduced the height of the townhouse units that face east. Mr. Jackson added that the plans for the development are available to anyone interested in viewing them.

In response to queries from Committee, Mr. Jackson advised that:

- during the Development Permit process staff will consider the idea of relocating the amenity space;
- working with the applicant, staff will explore how drivers on the site can avoid backing their vehicles into parking stalls along the property line; and
- staff will examine the location of the visitor parking stalls, the alignment of the Pacemore Avenue intersection, traffic, and drainage.

Committee directed staff to provide Council with a memo, and a new site plan, prior to the Wednesday, September 5, 2012 Public Hearing, regarding information about the No. 1 Road and Pacemore Avenue intersection and pedestrian crosswalk, as well as details pertaining to the changes made by the applicant in response to concerns raised by area residents.

## Planning Committee

Tuesday, July 17, 2012

---

It was moved and seconded

*That Bylaw No. 8929, for the rezoning of 8200, 8220, 8280 and 8300 No. 1 Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)", be introduced and given first reading.*

CARRIED

7. **APPLICATION BY THE TRUSTEES OF THE LANSDOWNE CONGREGATION OF JEHOVAH'S WITNESSES FOR AGRICULTURAL LAND RESERVE NON-FARM USE AT 11014 WESTMINSTER HIGHWAY**

(File Ref. No. , AG 11-566932) (REDMS No. 3568548)

Mr. Jackson stated that the rationale for the location of the applicant's building, and details regarding the number of trees to be retained on the subject site, is set out in the staff report.

Discussion ensued between Committee and staff on the merits of the application, and especially with regard to:

- the Richmond Nature Park is to the north, and the Shell Road Trail is to the west of the subject site;
- whether the 4,500 square foot current structure should be replaced with a new building that, at 8,882 square feet, is almost double the size;
- the southern portion of the subject site is wider than the northern portion, and the applicant's plan is to locate the proposed new, bigger structure at the southern portion of the subject site;
- when the current structure was build in the 1970s, schools and places of worship were allowable uses on the subject site, a site that is part of the Agricultural Land Reserve (ALR), and despite changes to the ALR since the 1970s, enacted by the Agriculture Land Commission (ALC), the current structure was 'grandfathered';
- this non-farm use application is to be considered first by Council, and, if the application is approved by Council, this application is then forwarded to the ALC for a decision; and
- the applicant's parking plan meets the City's bylaw requirements, and there is no parking requirement outlined by the ALC.

Committee then heard from Bob Young of North Vancouver, a representative of the applicant, and Tom Ravenhill, Architect, of Surrey. In response to queries from Committee, Mr. Young and Mr. Ravenhill provided the following information:

- the current building was constructed in 1977;
- the applicant is not considering selling the site and relocating their place of worship to a site that is outside the ALR;

## Planning Committee

Tuesday, July 17, 2012

---

- two separate sites are required by the applicant; the applicant's other site, where they maintain a place of worship on Williams Road, is well utilized by their congregation, and does not have the capacity to accommodate its growing membership; and
- no portion of the subject site has been utilized for agricultural purposes since the applicant has owned the site.

Further discussion ensued between Committee and staff, regarding the City's policy on places of worship, written in the early 1980s, especially with regard to the agricultural component within the policy, and the following advice was provided:

- there are no requirements placed on the applicant to undertake agricultural activities on the subject site;
- ultimately, the decision regarding acceptable non-farm uses on the subject site is for the ALC to decide;
- there are a number of places of worship that are located on agricultural land and many of these are older buildings; and
- staff would have to seek input from the ALC to discern whether the demolition of the applicant's current structure, and the construction of a new building with a larger footprint, would trigger a submission to the ALC.

Staff was asked to document all places of worship that were constructed before the implementation of the City's policy on places of worship.

A comment was made that owners of places of worship located on No. 5 Road do have requirements placed on them to undertake agricultural activities, and if Council approved the Jehovah's Witness' application, a precedent might then be set for sites, such as the one at 11014 Westminster Highway, that are within the ALR.

A suggestion was made that the application be referred back to staff. After a brief discussion among Committee regarding the ramifications of the decision to refer it back, the following **referral** motion was introduced:

It was moved and seconded

*That the application by the Trustees of the Lansdowne Congregation of Jehovah's Witnesses for Agricultural Land Reserve Non-Farm use at 11014 Westminster Highway (AG 11-566932) be referred back to staff.*

**CARRIED**

## Planning Committee

Tuesday, July 17, 2012

---

8. **GRANNY FLATS AND COACH HOUSES IN EDGEMERE (2041 OCP UPDATE)**

(File Ref. No. 08-4045-00/Vol 01) (REDMS No. 3567420)

Terry Crowe, Manager, Policy Planning, accompanied by Holger Burke, Development Coordinator, stated that, as part of the Official Community Plan review process, public consultation surveys were undertaken in both the Edgemere and Burkeville neighbourhoods regarding form and character guidelines for granny flats or coach houses. The goal is for Council to authorize bylaws-in-principle regarding these types of residences for only Edgemere at this time. Mr. Crowe added that City engineers want to conduct further studies in Burkeville.

The Chair stated that residents in Burkeville have indicated, through their Burkeville Society, that they wish to take a hiatus from participating in the public consultation surveys regarding form and character guidelines for granny flats or coach houses.

In response to a query regarding the proposed \$1,000 cost of the granny flat and coach house development permit, Mr. Jackson advised that it is an appropriate amount, and that it is based on a cost recovery point of view.

In response to a further query, staff confirmed that the idea is for a resident who has an existing home and who wishes to construct a granny flat or coach house on their existing residential lot.

It was moved and seconded

(1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 8922 (Attachment 1), to create a new Single Detached with Granny Flat or Coach House (RE1) zone and rezone a portion of the Edgemere neighbourhood with lanes from Single Detached (RS1/E) to Single Detached with Granny Flat or Coach House (RE1):*

(a) *be introduced and given first reading; and*

(b) *be referred to the same Public Hearing as the Richmond Official Community Plan Bylaw 7100, Amendment Bylaw for the 2041 OCP Update for consideration and approval;*

(2) *That the Richmond Official Community Plan Bylaw 7100, Amendment Bylaw for the 2041 OCP Update designate Edgemere as an intensive residential development permit area with guidelines (Attachment 2);*

(3) *That Development Permit, Development Variance Permit and Temporary Commercial and Industrial Use Permit Procedure Bylaw No. 7273, Amendment Bylaw 8923 (Attachment 3), to not require Development Permit signage in Edgemere for granny flat and coach house applications:*

(a) *be introduced and given first, second and third reading; and*

## Planning Committee

Tuesday, July 17, 2012

---

- (b) *be scheduled for adoption after the Richmond Official Community Plan Bylaw 7100, Amendment Bylaw for the 2041 OCP Update is adopted; and*
- (4) *That Development Application Fees Bylaw No. 7984, Amendment Bylaw 8924 (Attachment 4), to introduce a \$1,000 development permit application fee for granny flats and coach houses in Edgemere:*
  - (a) *be introduced and given first, second, and third reading; and*
  - (b) *be scheduled for adoption after the Richmond Official Community Plan Bylaw 7100, Amendment Bylaw for the 2041 OCP Update is adopted.*

**CARRIED**

### 9. MANAGER'S REPORT

No Manager's Reports were given.

### ADJOURNMENT

It was moved and seconded  
*That the meeting adjourn (5:07 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, July 17, 2012.

---

Councillor Bill McNulty  
Chair

---

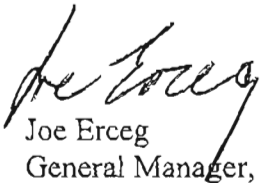
Sheila Johnston  
Committee Clerk



**To:** Planning Committee **Date:** August 13, 2012  
**From:** Joe Erceg **File:** RZ 12-610058  
 General Manager, Planning and Development  
**Re:** **Application by Pritpal Singh Randhawa for Rezoning at 10180 Williams Road  
 from Single Detached (RS1/E) to Compact Single Detached (RC2)**

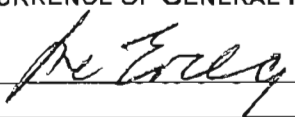
**Staff Recommendation**

That Bylaw No. 8930, for the rezoning of 10180 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, be introduced and given first reading.



Joe Erceg  
 General Manager, Planning and Development

CL:rg  
 Att.

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

## Staff Report

### Origin

Pritpal Singh Randhawa has applied to the City of Richmond for permission to rezone 10180 Williams Road from “Single Detached (RS1/E)” to “Compact Single Detached (RC2)”, to permit a subdivision to create two (2) lots, with vehicle access to the rear lane (**Attachment 1**).

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 2**).

### Surrounding Development

The subject property is located on the south side of Williams Road, between No. 4 Road and Aquila Road. In recent years, the south side of this block of Williams Road has undergone considerable redevelopment to smaller lots through rezoning and subdivision.

To the north of the subject site, directly across Williams Road, are two (2) dwellings that are currently under construction on lots recently zoned “Compact Single Detached (RC2)”;

To the east and west, are older character dwellings on a large lot zoned “Single Detached (RS1/E)”;

To the south, directly across the rear lane, are dwellings on large lots zoned “Single Detached (RS1/E)”;

### Related Policies & Studies

#### Official Community Plan (OCP) Designation

There is no Area Plan for this neighbourhood. The OCP’s Generalized Land Use Map designation for this property is “Neighbourhood Residential”, and the Specific Land Use Map designation is “Low-Density Residential”. This redevelopment proposal is consistent with these designations.

#### Lane Establishment & Arterial Road Redevelopment Policies

These Policies permit rezoning and subdivision along this section of Williams Road where there is an existing operational rear lane. This redevelopment proposal is consistent with these Policies.

#### Lot Size Policy 5443

The subject property is located within the area covered by Lot Size Policy 5443 (adopted by Council in 1990; amended in 2006). This policy permits rezoning and subdivision of lots along this section of Williams Road in accordance with “Compact Single Detached (RC2)” or “Coach



House (RCH)" provided there is access to an operational rear lane (**Attachment 3**). This redevelopment proposal would allow for the creation of two (2) lots, each approximately 10 m wide and 336 m<sup>2</sup> in area, which is consistent with the Lot Size Policy.

#### Affordable Housing Strategy

Richmond Affordable Housing Strategy requires a suite on 50% of new lots, or a cash-in-lieu contribution of \$1.00/ft<sup>2</sup> of total building area toward the City's Affordable Housing Reserve Fund for single-family rezoning applications.

The applicant proposes to provide a legal secondary suite on one (1) of the two (2) future lots at the subject site. To ensure that the secondary suite is built to the satisfaction of the City in accordance with the City's Affordable Housing Strategy, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. This legal agreement is a condition of rezoning adoption. 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.

Should the applicant change their mind prior to rezoning adoption about the affordable housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to rezoning adoption, and would be based on \$1.00/ft<sup>2</sup> of total building area of the single detached dwellings (i.e. \$4,340)

#### Flood Management

Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

#### **Public Input**

There have been no concerns expressed by the public about the development proposal in response to the placement of the rezoning sign on the property.

#### **Staff Comments**

#### Background

Numerous similar applications to rezone and subdivide properties to smaller lot sizes have been approved in recent years on both sides of this block of Williams Road, between No. 4 Road and Aquila Road. Other lots on the south side of this block have redevelopment potential under the Arterial Road Redevelopment Policy and the existing Lots Size Policy.

### Trees & Landscaping

A tree survey submitted by the applicant shows the location of three (3) bylaw-sized trees on the subject property, one (1) bylaw-sized tree on the adjacent property to the west (10160 Williams Rd), and two (2) street trees in the boulevard on City-owned property (**Attachment 4**).

A Certified Arborist's Report was submitted by the applicant, which identified tree species, assesses the condition of trees, and provides recommendations on tree retention and removal relative to the development proposal.

The Report recommends retention of the bylaw-sized tree on the adjacent property to the west (Tree # 2), and to prune encroaching roots at the shared property line prior to raising the grade of the subject site. The Report recommends removal of the three (3) bylaw-sized trees on the subject site due to previous topping, poor structure and condition (Trees # 1, 3, and 4).

The City's Tree Preservation Coordinator and City's Parks Arborist have reviewed the Arborist's Report and conducted Visual Tree Assessments (VTAs).

The City's Tree Preservation Coordinator concurs with the Arborist's recommendations for the removal of the three (3) on-site trees based on their fair to poor condition as a result of previous topping due to hydro line clearance (Trees # 1, 3, and 4). The on-site trees are not good candidates for retention and should be removed and replaced. Concurrence is also given for the retention of the neighbouring Tree # 2 as recommended by the Arborist.

The City's Parks Arborist recommends that the two (2) street trees in the boulevard on City-owned property should be retained and protected prior to demolition and construction on the subject site.

The Tree Retention Plan is reflected in **Attachment 4**.

Tree Protection Fencing for the off-site Tree # 2 and the two (2) street trees in the boulevard on City-owned property must be installed to City standard prior to demolition of the existing dwelling and must remain in place until construction and landscaping on the future lots is completed.

Prior to final adoption of the rezoning bylaw, the applicant is required to submit a Contract with a Certified Arborist to supervise on-site works such as excavation and pruning of encroaching roots at the shared west property line prior to raising the grade on the subject site, as recommended. The Contract must include the proposed number of monitoring inspections at specified stages of construction, and a provision for the Arborist to submit a post-construction impact assessment report to the City for review.

Based on the 2:1 tree replacement ratio goal in the Official Community Plan (OCP), and the size requirements for replacement trees in the City's Tree Protection Bylaw, a total of six (6) replacement trees are required to be planted and maintained on the future lots, with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
2	6 cm		3.5 m
2	8 cm		4 m
2	10 cm		5.5 m

Prior to final adoption of the rezoning bylaw, the applicant must submit a Landscape Plan, prepared by a Registered Landscape Architect, along with a Landscaping Security (based on 100% of the cost estimate provided by the Landscape Architect, including installation costs). The Landscape Plan must be consistent with the guidelines of the Arterial Road Redevelopment Policy and must include the required six (6) replacement trees. The Landscaping Security is required to ensure that the replacement trees will be planted and maintained, and that the front yards of the future lots will be enhanced.

Site Servicing & Vehicle Access

There are no servicing concerns with rezoning.

Vehicular access to Williams Road is not permitted in accordance with Bylaw No. 7222. Vehicular access to the site at development stage will be from the existing rear lane only.

Subdivision

At Subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS&DD), Engineering Improvement Charge for future lane improvements, School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs including the cost of closing the existing driveway crossing on Williams Road.

**Analysis**

This rezoning application complies with the City’s Lane Establishment and Arterial Road Redevelopment Policies since it is an infill development proposal on an arterial road with vehicle access to and from the existing operational rear lane. The potential exists for other lots on this side of Williams Road to redevelop consistent with these policies.

**Financial Impact**

None.

**Conclusion**

This rezoning application to permit subdivision of an existing large lot into two (2) smaller lots complies with all applicable land use designations and policies contained within the OCP, and is consistent with Lot Size Policy 5443, which allows rezoning and subdivision to “Compact Single Detached (RC2)”. This rezoning application is consistent with the established pattern of redevelopment in the neighbourhood.

The list of rezoning considerations is included at **Attachment 5**, which has been agreed to by the applicant (signed concurrence on file).

On this basis, staff recommends support for the application.



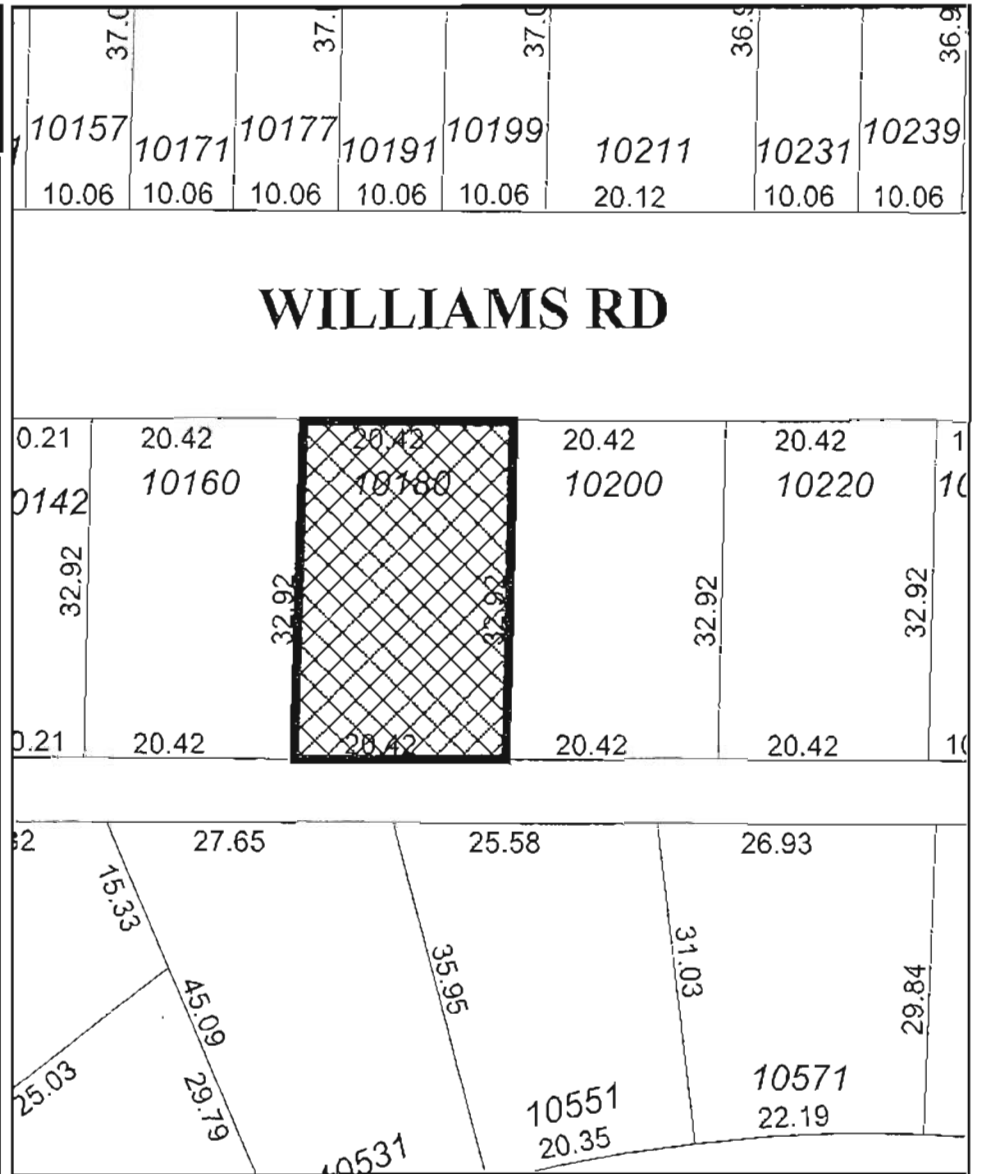
Cynthia Lussier  
Planning Technician  
(604-276-4108)

CL:rg

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

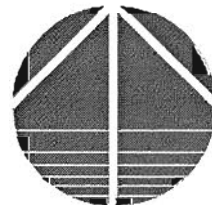


# City of Richmond



## WILLIAMS RD

### PROPOSED REZONING

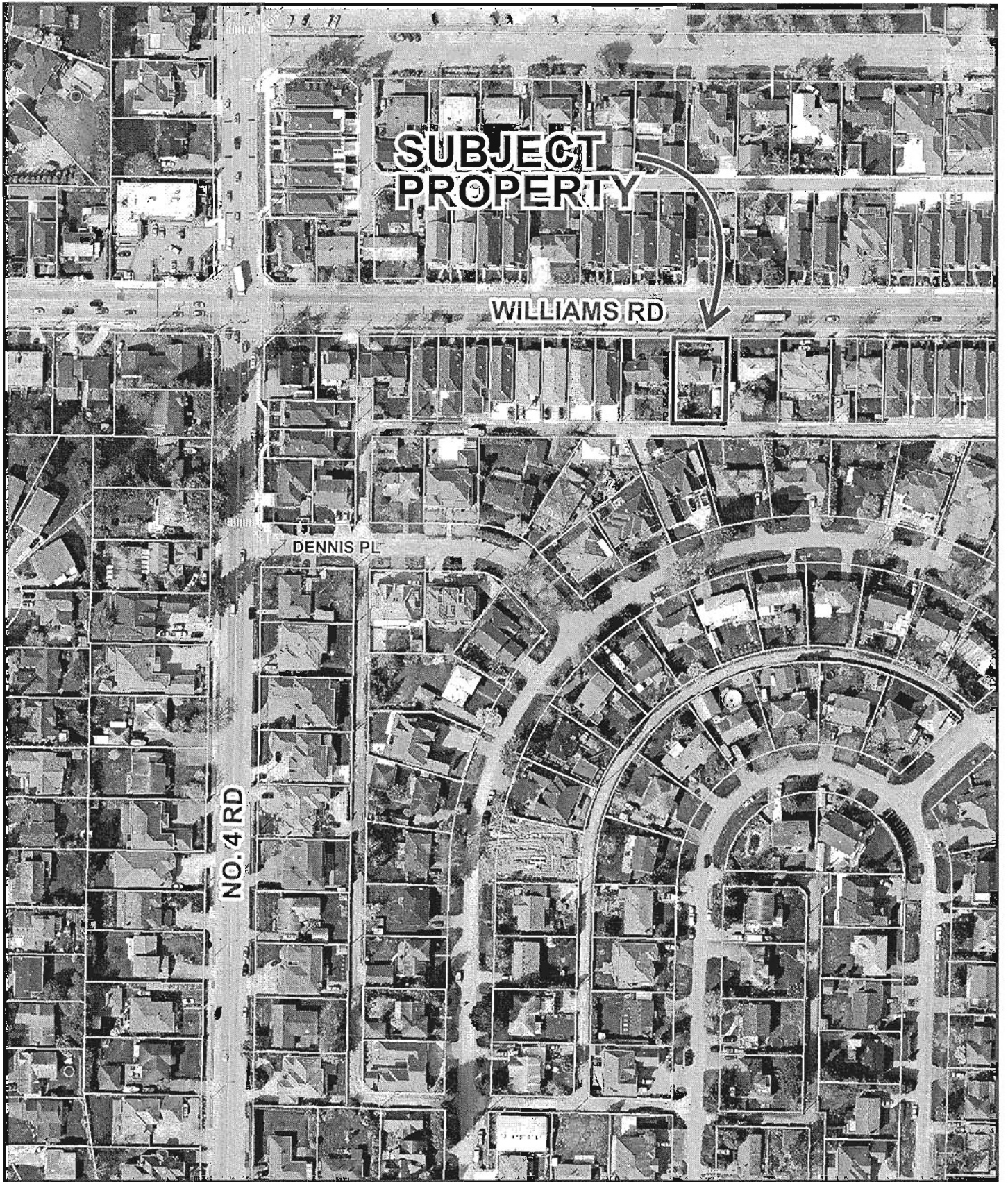


## RZ 12-610058

Original Date: 05/23/12

Revision Date:

Note: Dimensions are in METRES

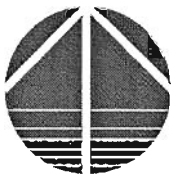


**SUBJECT  
PROPERTY**

**WILLIAMS RD**

**DENNIS PL**

**NO. 4 RD**



**RZ 12-610058**

**PLN - 22**

Original Date: 05/23/12

Amended Date:

Note: Dimensions are in METRES



**RZ 12-610058**

**Attachment 2**

Address: 10180 Williams Road

Applicant: Pritpal Singh Randhawa

Planning Area(s): Shellmont

	Existing	Proposed
Owner:	Pritpal Singh Randhawa Sukhpreet Kaur Randhawa Varinderjit Kaur Padda	To be determined
Site Size (m <sup>2</sup> ):	672 m <sup>2</sup> (7,234 ft <sup>2</sup> )	Two (2) lots, each approximately 336 m <sup>2</sup> (3,617 ft <sup>2</sup> )
Land Uses:	One (1) single detached dwelling	Two (2) single detached dwellings
OCP Designation:	<ul style="list-style-type: none"> <li>Generalized Land Use Map designation – "Neighbourhood Residential"</li> <li>Specific Land Use Map designation – "Low-Density Residential"</li> </ul>	No change
Area Plan Designation:	N/A	No change
702 Policy Designation:	Lot Size Policy 5443 permits rezoning and subdivision of lots along the south side of this section of Williams Road to "Compact Single Detached (RC2)" or "Coach House (RCH)".	No change
Zoning:	Single Detached (RS1/E)	Compact Single Detached (RC2)
Number of Units:	1	2
Other Designations:	The OCP Lane Establishment and Arterial Road Redevelopment Policies permit rezoning and subdivision to smaller lots along the south side of this section of Williams Road due to the existing operational rear lane.	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	Max. 0.6	none permitted
Lot Coverage – Building:	Max. 50%	Max. 50%	none
Lot Size (min. dimensions):	270 m <sup>2</sup>	336 m <sup>2</sup>	none
Setback – Front & Rear Yards (m):	Min. 6 m	Min. 6 m.	none
Setback – Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	Max. 2.5 storeys	Max. 2.5 storeys	none

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



# City of Richmond

# Policy Manual

Page 1 of 2

Adopted by Council: December 17, 1990  
 Amended by Council: December 18, 2006

**POLICY 5443**

File Ref: 4045-00

SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 35-4-6

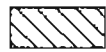
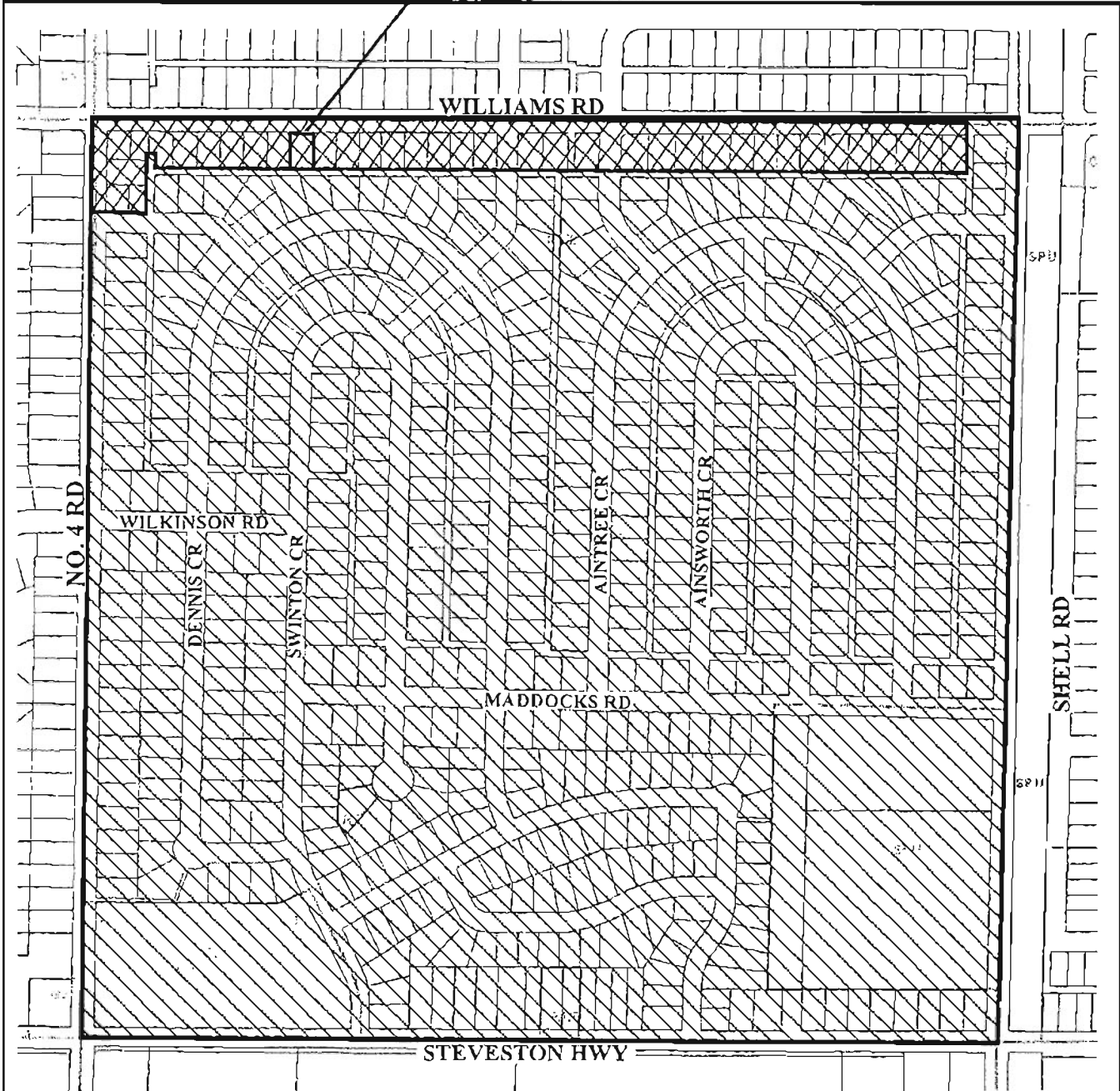
**POLICY 5443:**

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

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



SUBJECT SITE



Subdivision permitted as per R1/E.



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



Policy 5443  
Section 35, 4-6

Adopted Date: 12/17/90

Amended Date: 12/18/06

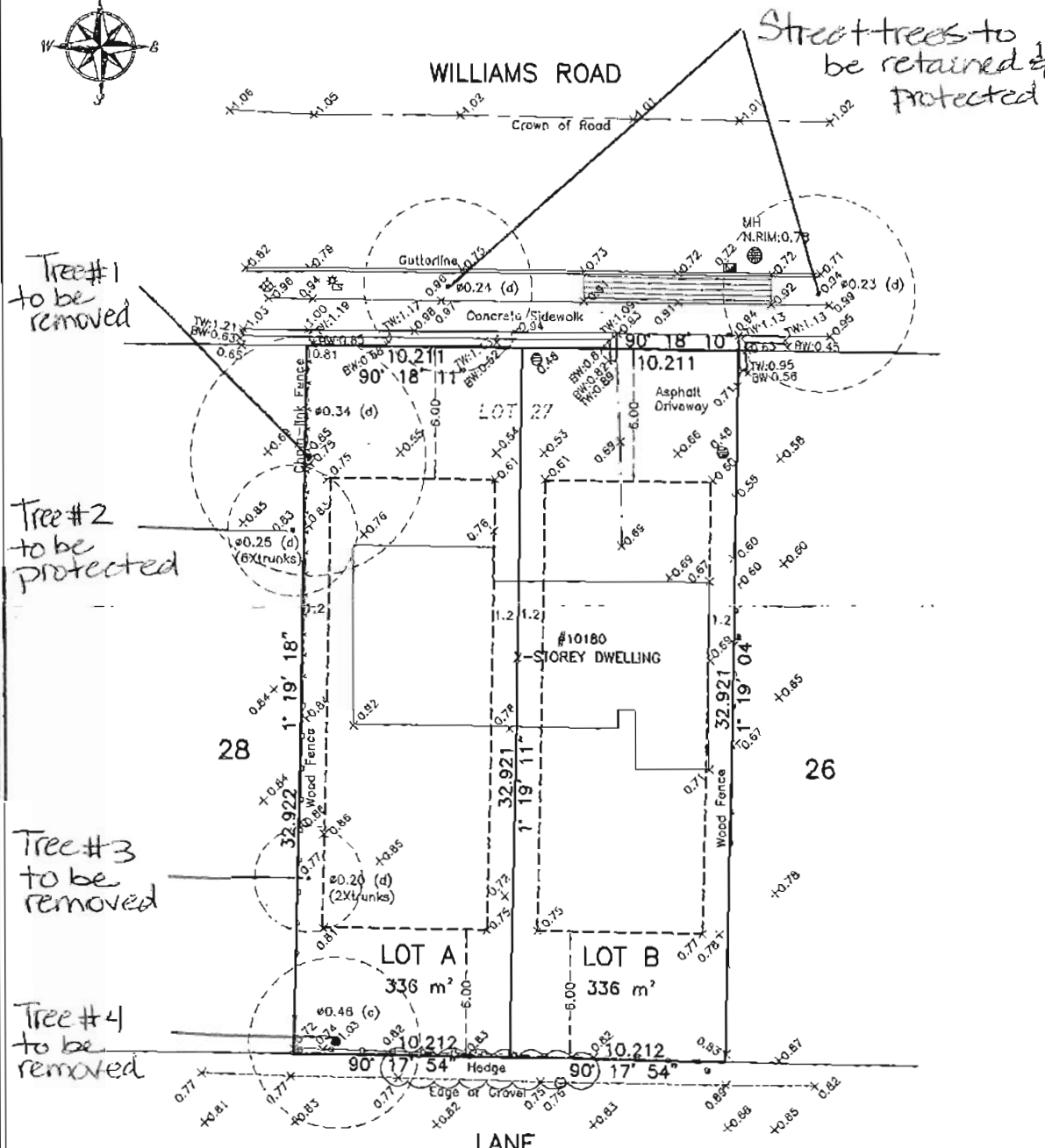
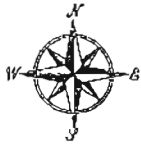
**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF LOT 27 BLOCK 1  
SECTIONS 26 AND 35 BLOCK 4 NORTH RANGE WEST  
NEW WESTMINSTER DISTRICT PLAN 18549**

#10180 WILLIAMS ROAD,  
RICHMOND, B.C.  
P.I.D 000-658-073

SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED



© copyright  
J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: office@jctam.com  
Website: www.jctam.com  
Job No. 4846  
FB-203 P37-38  
Drawn By: TH

- LEGEND:**
- (d) denotes deciduous
  - ⊙ denotes power pole
  - ⊕ denotes round catch basin
  - ⊗ denotes manholes
  - ⊠ denotes catch basin
  - ⊞ denotes inspection chamber
  - ⊠ denotes fire hydrant
  - CD denotes cleanout
  - LS denotes lamp standard
  - TW denotes top of retaining wall
  - BW denotes bottom of retaining wall

**NOTE:**  
Elevations shown are based on City of  
Richmond HPN Benchmark network.  
Benchmark: HPN #191,  
Control Monument 02H2453  
Located at S edge traffic island  
⊙ Riverside Dr & Featherstone Way  
Elevation = 1.664 metres

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

*Johnson C. Tam*  
JOHNSON C. TAM, B.C.L.S.

**PLN - 26**

DWG No. 4846-TOPO

APRIL 20th, 2012



Address: 10180 Williams Road

File No.: RZ12-610058

**Prior to final adoption of Zoning Amendment Bylaw 8930 , the developer is required to complete the following:**

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

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
2	6 cm		3.5 m
2	8 cm		4 m
2	10 cm		5.5 m

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

2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of on-site works such as excavation and pruning of encroaching roots of Tree # 2 (located at 10160 Williams Rd) along the shared west property line prior to raising the grade of the subject site, as recommended. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections at specified stages of construction, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Registration of a flood indemnity covenant on title.
4. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on one (1) of the two (2) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City’s Zoning Bylaw.

**Note:** Should the applicant change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$4,340 ) to the City’s Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

At Subdivision stage\*, the applicant is required to:

- pay Development Cost Charges (City and GVS&DD), Engineering Improvement Charge for future lane improvements, School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs including the cost of closing the existing driveway crossing on Williams Road.

Note:

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

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

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

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

{Signed original on file}

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 8930 (RZ 12-610058)
10180 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. 000-658-073

Lot 27 Block 1 Sections 26 and 35 Block 4 North Range 6 West New Westminster District Plan 18549

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8930".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for signature or date entry.

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

MAYOR

CORPORATE OFFICER






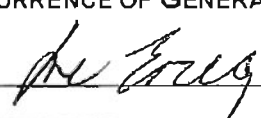
**To:** Planning Committee **Date:** August 8, 2012  
**From:** Joe Erceg, MCIP **File:** RZ 12-610097  
 General Manager, Planning and Development  
**Re:** Application by Anwer Kamal for Rezoning at 10471 No. 1 Road from Single  
 Detached (RS1/E) to Coach Houses (RCH)

**Staff Recommendation**

That Bylaw No. 8931, for the rezoning of 10471 No. 1 Road from "Single Detached (RS1/E)" to "Coach Houses (RCH)", be introduced and given first reading.

  
 Joe Erceg, MCIP  
 General Manager, Planning and Development

CL:rg  
 Alt.

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

## Staff Report

### Origin

Anwer Kamal has applied to the City of Richmond for permission to rezone 10471 No. 1 Road from “Single Detached (RS1/E)” to “Coach Houses (RC2)”, to permit a subdivision to create two (2) lots, each with a principal dwelling and coach house above a garage, with vehicle access to the rear lane (**Attachment 1**).

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 2**).

### Surrounding Development

The subject property is located on the west side of No. 1 Road, between Springfield Drive and Shuswap Avenue, in the Steveston Planning Area. In recent years, the west side of this block of No. 1 Road has undergone some redevelopment to smaller lots through rezoning and subdivision.

To the north of the subject site is an existing non-conforming duplex on a large lot zoned “Single Detached (RS1/E);

To the east, across No. 1 Road, are older character dwellings on medium-sized lots under Land Use Contract 148;

To the south, is an older character dwelling on a large lot zoned “Single Detached (RS1/E), with recently created compact lots zoned “Coach Houses (RCH)” beyond that;

To the west, across the rear lane, are older character dwellings on large lots zoned “Single Detached (RS1/E)” fronting Sorrel Drive.

### Related Policies & Studies

#### Official Community Plan (OCP) Designation

The subject property is located within the Steveston Planning Area. The Generalized Land Use Map designation for this site is “Neighbourhood Residential”. The Steveston Area Plan Land Use Map designation for this site is “Single-Family”. This redevelopment proposal is consistent with these designations.

#### Lane Establishment & Arterial Road Redevelopment Policies

These Policies permit rezoning and subdivision along this section of No. 1 Road due to the existing operational rear lane. This redevelopment proposal is consistent with these Policies.



### Lot Size Policy

The subject property is not located within an area covered by a Lot Size Policy.

### Affordable Housing Strategy

Richmond Affordable Housing Strategy 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 building area toward the City's Affordable Housing Reserve Fund for single-family rezoning applications.

This rezoning application to permit a subdivision to create two (2) lots, each with a principal dwelling and accessory coach house above a garage, conforms to the Affordable Housing Strategy.

### Flood Management

Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

### **Public Input**

There have been no concerns expressed by the public about the development proposal in response to the placement of the rezoning sign on the property.

### **Staff Comments**

#### Background

Two (2) similar applications to rezone and subdivide properties to smaller lot sizes with coach houses have been approved in recent years on the west side of this block of No. 1 Road. Other lots on this side of the block have redevelopment potential under the Arterial Road Redevelopment Policy due to the existing operational rear lane.

#### Trees & Landscaping

A Certified Arborist's Report submitted by the applicant shows the location of 10 bylaw-sized trees and one (1) undersized tree on the subject property, and one (1) bylaw-sized tree shared with the adjacent property to the north (Tree A at 10451/10453 No. 1 Road). The Report identified tree species, assesses the condition of trees, and provides recommendations on tree retention and removal relative to the development proposal.

The Report recommends removal of three (3) bylaw-sized trees from the subject property based on their poor condition, severe structural impairments and limited remaining lifespan (Trees # 376, 379, and 385). Also recommended, is the removal of seven (7) poor-rated trees on-site and one (1) off-site Tree A due to conflict with the proposed building construction. The undersized Holly tree is also proposed to be removed from the site due to its existing condition as an understory tree and its location within the limited side yard of the future lots.

The City’s Tree Preservation Coordinator has reviewed the Arborist’s Report and conducted a Visual Tree Assessment (VTA). He concurs with the Arborist’s recommendations for removal of a total of 10 bylaw-sized trees from the subject property. All of these trees are in poor condition, have been historically topped and as a result exhibit significant structural defects such as previous stem failure, narrow and weak secondary stem unions at the main branch union and co-dominant stems with inclusions. These are not good candidates for retention and should be removed and replaced. In addition, the existing lot grade is approximately 1 m below the highest crown of the road and any required grade changes to meet the required flood construction level would further limit the viability of these trees.

The City’s Tree Preservation Coordinator also concurs with removal of the off-site Tree A on the adjacent property to the north (10451/10453 No. 1 Road) due to its existing poor condition and conflict with proposed construction. Prior to removal, the applicant must obtain written authorization from the adjacent property owners with whom the tree is shared, and obtain a valid tree removal permit. Written authorization has been obtained by the applicant and is on file.

The Tree Retention Plan is included as **Attachment 4**.

Based on the 2:1 tree replacement ratio goal in the Official Community Plan (OCP), a total of 20 replacement trees are required. Due to the small size of the future lots and the limited space available to accommodate replacement trees, the applicant has agreed to planting and maintaining a total of six (6) replacement trees [three (3) per lot], and to providing a voluntary contribution of \$7,000 to the City’s Tree Compensation Fund in-lieu of planting the balance of required replacement trees on-site (14 x \$500). Based on the size requirements for replacement trees in the City’s Tree Protection Bylaw, the following sizes are required for the six (6) replacement trees:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
2	11 cm		6 m
2	10 cm		5.5 m
2	9 cm		5 m

Prior to final adoption of the rezoning bylaw, the applicant must submit a Landscape Plan, prepared by a Registered Landscape Architect, along with a Landscaping Security (based on 100% of the cost estimate provided by the Landscape Architect, including installation costs). The Landscape Plan must be consistent with the guidelines of the Arterial Road Redevelopment Policy and must include the required six (6) replacement trees. The Landscaping Security is required to ensure that the replacement trees will be planted and maintained, and that the front yards of the future lots will be enhanced.

Site Servicing & Vehicle Access

There are no servicing concerns with rezoning.

Vehicular access to No. 1 Road is not permitted in accordance with Bylaw No. 7222. Vehicular access to the site at development stage will be from the existing rear lane only.

### Subdivision

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

### **Analysis**

This rezoning application complies with the City's Lane Establishment and Arterial Road Redevelopment Policies since it is an infill development proposal on an arterial road with vehicle access to and from the existing operational rear lane. The potential exists for other lots on the west side of this block on No. 1 Road to redevelop consistent with these policies.

### **Financial Impact**

None.

### **Conclusion**

This rezoning application to permit subdivision of an existing large lot into two (2) smaller lots complies with all applicable land use designations and policies contained within the OCP. This rezoning application is consistent with the pattern of redevelopment that has recently begun in the neighbourhood.

The list of rezoning considerations is included as **Attachment 5**, which has been agreed to by the applicant (signed concurrence on file).

On this basis, staff recommends support for the application.



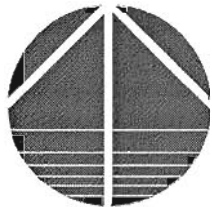
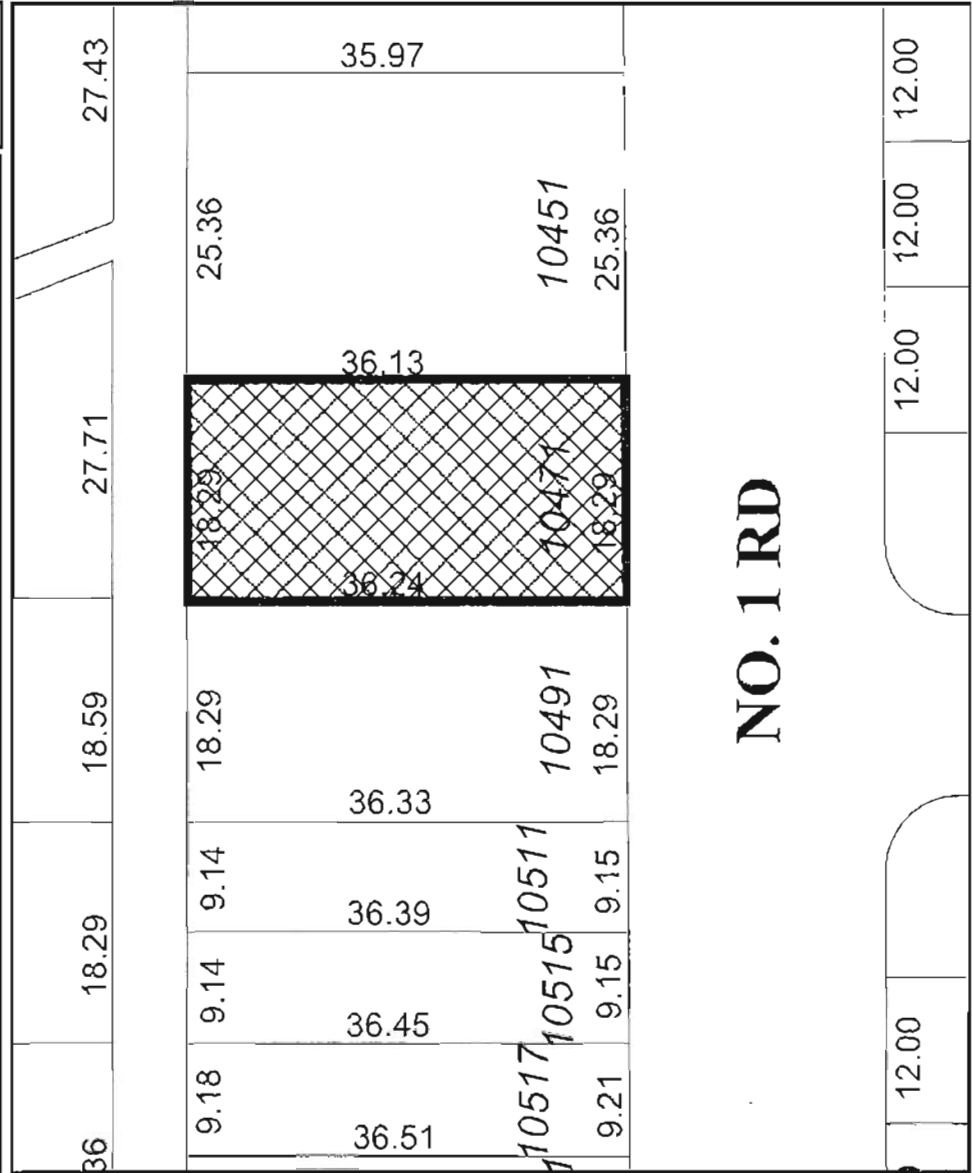
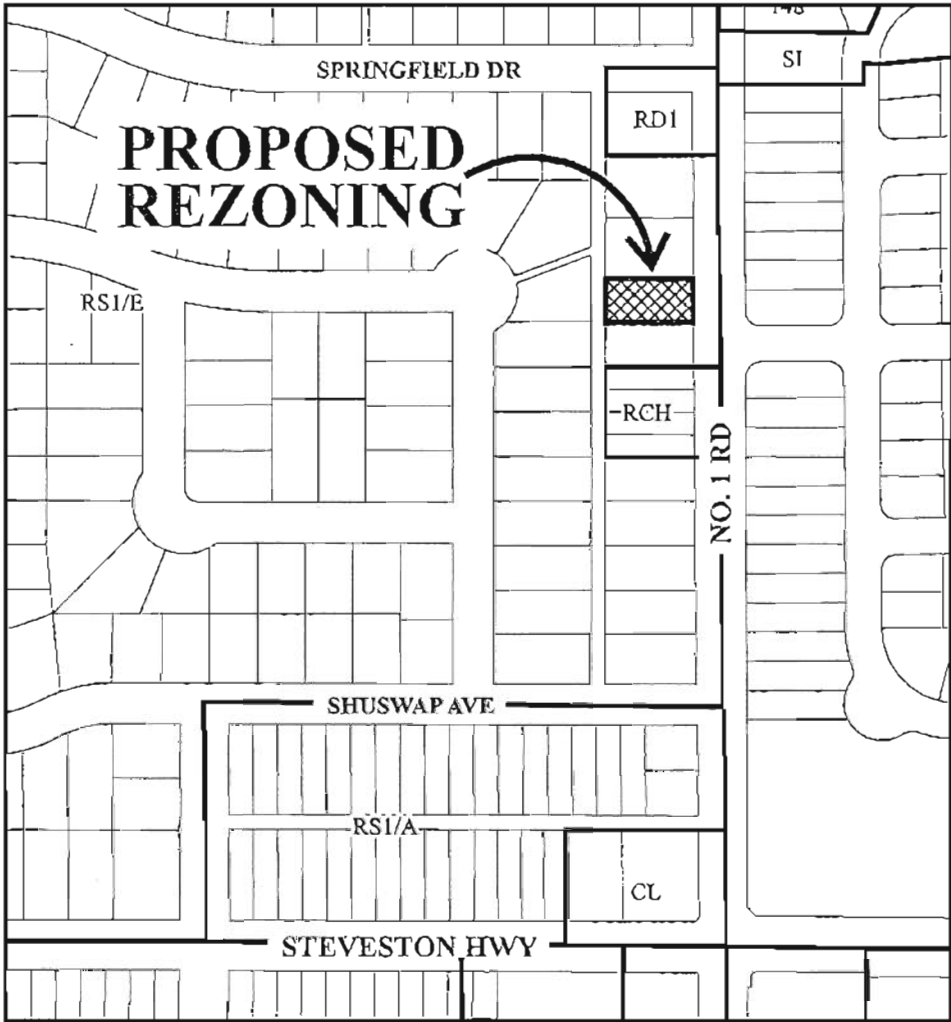
Cynthia Lussier  
Planning Technician  
(604-276-4108)

CL:rg

- Attachment 1: Location Map/Aerial Photo
- Attachment 2: Development Application Data Sheet
- Attachment 3: Tree Retention Plan
- Attachment 4: Rezoning Considerations Concurrence



# City of Richmond



## RZ 12-610097

Original Date: 05/29/12

Revision Date:

Note: Dimensions are in METRES



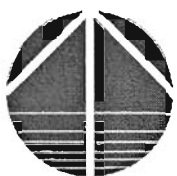
**SUBJECT  
PROPERTY**

SPRINGFIELD DR

SHUSWAP AVE

STEVESTON HWY

NO. 1 RD



RZ 12-610097

PLN - 37

Original Date: 05/29/12

Amended Date:

Note: Dimensions are in METRES



**RZ 12-610097**

**Attachment 2**

Address: 10471 No. 1 Road

Applicant: Anwer Kamal

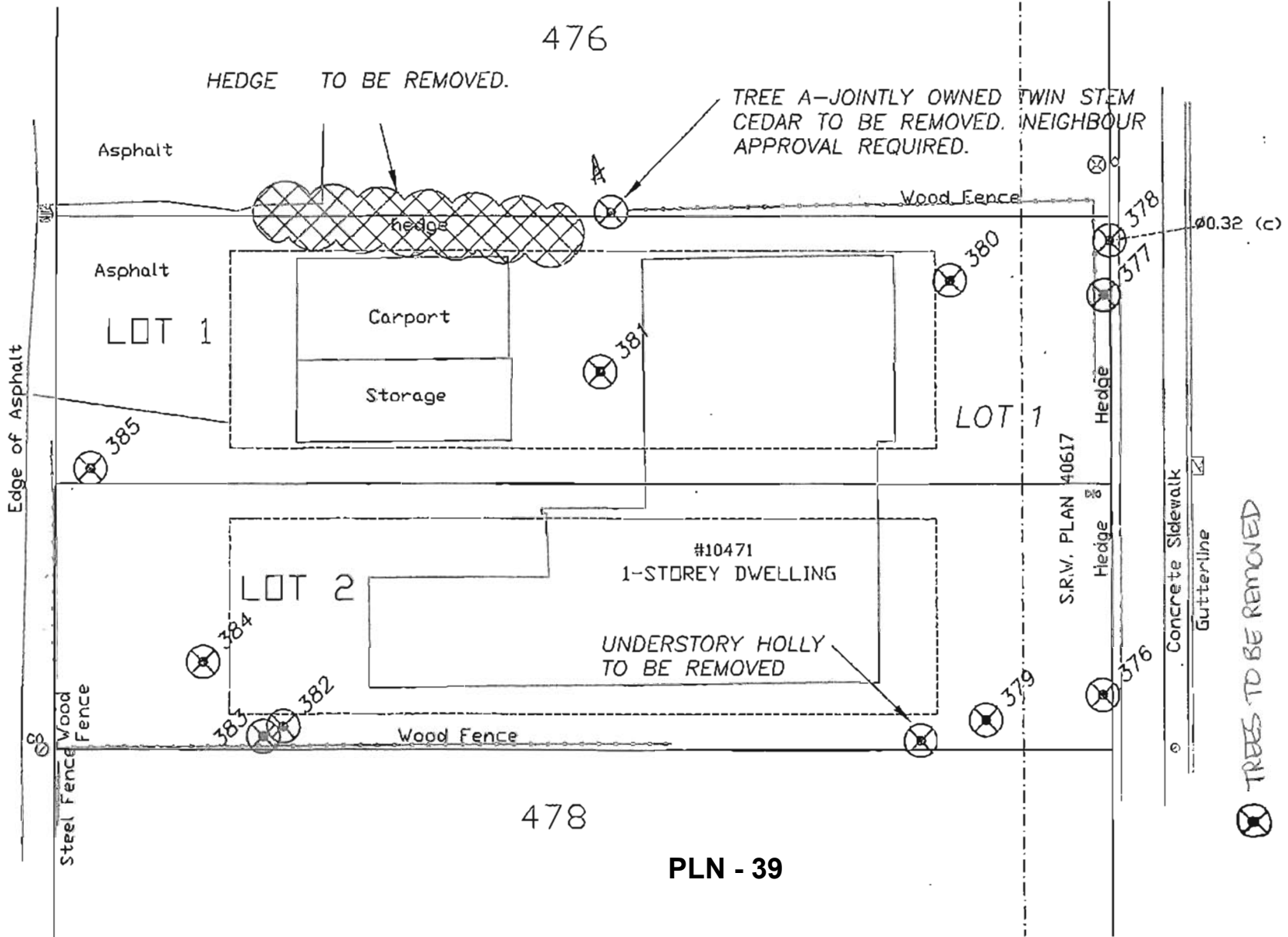
Planning Area(s): Steveston

	Existing	Proposed
Owner:	Anwer Kamal	To be determined
Site Size (m <sup>2</sup> ):	662 m <sup>2</sup> (7,126 ft <sup>2</sup> )	Two (2) lots, each approximately 331 m <sup>2</sup> (3,563 ft <sup>2</sup> )
Land Uses:	One (1) single detached dwelling	Two (2) residential lots
OCP Designation:	Neighbourhood Residential	No change
Area Plan Designation:	Single-Family	No change
Zoning:	Single Detached (RS1/E)	Coach Houses (RCH)
Number of Units:	1	2
Other Designations:	The OCP Lane Establishment and Arterial Road Redevelopment Policies permit rezoning and subdivision to smaller lots along the west side of this section of No. 1 Road due to the existing operational rear lane.	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	Max. 0.6	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Size (min. dimensions):	270 m <sup>2</sup>	Two (2) lots, each 331 m <sup>2</sup>	none
Setback – Front & Rear Yards (m):	Min. 6 m	Min. 6 m	none
Setback – Side Yard (m):	Min. 1.2 m	Min. 1.2 m	none
Height (m):	<ul style="list-style-type: none"> <li>Principal dwelling - max. 2.5 storeys</li> <li>Accessory building containing the coach house – max. 2 storeys or 7.4 m, whichever is less</li> </ul>	<ul style="list-style-type: none"> <li>Principal dwelling - max. 2.5 storeys</li> <li>Accessory building containing the coach house – max. 2 storeys or 7.4 m, whichever is less</li> </ul>	none

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

RES



⊗ TREES TO BE REMOVED

Crown of Road  
NO. 1 ROAD



Address: 10471 No. 1 Road

File No.: RZ 12-610097

**Prior to final adoption of Zoning Amendment Bylaw 8931, the applicant is required to complete the following:**

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

No. of Replacement Trees	Minimum Caliper of Deciduous Tree		Minimum Height of Coniferous Tree
2	11 cm	or	6 m
2	10 cm		5.5 m
2	9 cm		5 m

2. City acceptance of the developer's offer to voluntarily contribute \$7,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City in-lieu of planting the balance of required replacement trees on-site.
3. Registration of a flood indemnity covenant on title.

At Subdivision stage\*, the applicant is required to:

- pay Development Cost Charges (City and GVS&DD), Engineering Improvement Charge for future lane improvements, School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.

**Note:**

- \* This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.  
  
All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.  
  
The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

[Signed original on file]

Signed \_\_\_\_\_

Date \_\_\_\_\_





Richmond Zoning Bylaw 8500
Amendment Bylaw 8931 (RZ 12-610097)
10471 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 COACH HOUSES (RCH).

P.I.D. 003-953-505

Lot 477 Section 34 Block 4 North Range 7 West New Westminster District Plan 40616

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8931".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and requirements.

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

MAYOR

CORPORATE OFFICER






**To:** Planning Committee **Date:** August 7, 2012  
**From:** Joe Erceg, MCIP **File:** RZ 09-496160  
 General Manager, Planning & Development  
**Re:** **Application by Joseph Yang for Rezoning at 7451 and 7491 Bridge Street from Single Detached (RS1/F) to Single Detached (ZS14) – South McLennan (City Centre)**

**Staff Recommendation**

That Bylaw No. 8934, for the rezoning of 7451 and 7491 Bridge Street from "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)", be introduced and given first reading.

  
 Joe Erceg, MCIP  
 General Manager, Planning & Development

EL:rg  
 Att.

FOR ORIGINATING DEPARTMENT USE ONLY		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Affordable Housing .....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

## Staff Report

### Origin

Joseph Yang has applied to rezone 7451 and 7491 Bridge Street (**Attachment 1**) from "Single Detached (RS1/F)" to "Single Detached (ZS14) – South McLennan (City Centre)" in order to permit a seven (7) lot single-family subdivision fronting onto Breden Avenue, connecting Bridge Street to Armstrong Street along the southern edge of the subject site (**Attachment 2**).

The development will dedicate lands to facilitate the completion of this section of Breden Avenue and extend Armstrong Street.

### Findings of Fact

Please refer to the attached Development Application Data Sheet (**Attachment 3**) for a comparison of the proposed development data with the relevant Bylaw requirements.

### Surrounding Development

To the North: Existing single-family home on a lot zoned "Single Detached (RS1/F)" at 7411 Bridge Street.

To the South: Across Breden Avenue, seven (7) recently development single-family lots zoned "Single Detached (ZS14) – South McLennan (City Centre)".

To the East: Across Bridge Street, existing single-family homes on lots zoned "Single Detached (RS1/F)".

To the West: Existing single-family homes on lots zoned "Single Detached (RS1/F)" fronting Ash Street.

### Related Policies & Studies

#### McLennan South Sub-Area Plan

The subject property is located within the McLennan South Sub-Area Plan, Schedule 2.10D of the Official Community Plan (OCP). The Land Use Map in the McLennan South Sub-Area Plan (**Attachment 4**) designates the subject property for "Residential, Historic Single-Family," which allows for medium sized lots (e.g. 11.3 m frontage and 320 m<sup>2</sup> min area) with access from new roads, a maximum density of 0.55 F.A.R., and a maximum height of two and a half storeys.

#### Affordable Housing

The Richmond Affordable Housing Strategy requires a secondary suite on at least 50% of new lots, or a cash-in-lieu contribution of \$1.00 per square foot of total building area toward the Affordable Housing Reserve Fund for single-family rezoning applications.

The applicants are proposing to provide a legal secondary suite on four (4) of the seven (7) future lots at the subject site. To ensure that the secondary suites are built to the satisfaction of the City in accordance with the Strategy, the applicants are required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection is to 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. This legal agreement is a condition of rezoning. This agreement will be discharged from Title on the three (3) lots where the secondary suites are not required by the Affordable Housing Strategy after the requirements are satisfied, at the initiation of the applicant.

Should the applicants change their mind about the affordable housing option selected, a voluntary contribution to the City's Affordable Housing Reserve Fund in-lieu of providing the secondary suite will be accepted. In this case, the voluntary contribution would be required to be submitted prior to final adoption of the rezoning bylaw, and would be based on \$1.00 per square foot of total building area of the single detached developments (i.e. \$15,388.75).

#### Floodplain Management Implementation Strategy

In accordance with the City's Flood Management Strategy, the minimum allowable elevation for habitable space is 2.9 m GSC or 0.3 meters above the highest crown of the adjacent road. A Flood Indemnity Covenant specifying the minimum flood construction level is required prior to rezoning bylaw adoption.

#### **Public Input**

There have been no concerns expressed by the public about the development proposal in response to the placement of the rezoning sign on the property.

#### **Staff Comments**

##### Transportation and Site Access

The proposal includes land dedication from both the southern and western edges of the subject site to facilitate the road network in accordance with the Area Plan. The land requirement to complete the ultimate urban standard of Breden Avenue is 7 m along the entire southern edge of the subject site, combined with a further 9 m off the western edge of the property to extend the existing Armstrong Street. In addition to these dedications, 4 m by 4 m corner cuts are required at the corners of Breden Avenue where it intersects Bridge Street and Armstrong Street (**Attachment 2**). Vehicular access to the individual lots is proposed to be from Breden Avenue. Confirmation on the exact location of the driveways will be done as part of the upcoming servicing agreement.

##### Frontage Improvements

Prior to final adoption, the developer is required to enter into a standard Servicing Agreement for the design and construction of the following upgrades on the frontages; works include, but are not limited to:

Bridge Street: completion of the road widening with curb & gutter, a 3.85 m treed boulevard, Type 1 decorative luminaire lighting (spec L12.5), and a utility boulevard with a 1.5 m sidewalk 0.3 m off the property line;

Breden Avenue: completion of the 8.5 m wide road with curb & gutter, a 2.05 m grass & treed boulevard, Type 1 decorative luminaire lighting (spec L12.5), and a 1.5 m sidewalk 1 m from the new property line; and

Armstrong Street: construction of a functioning half road including 4.85 m of asphalt, a 2 m grass & treed boulevard, and a 1.5 m sidewalk at the property line.

Site Servicing

An independent review of servicing requirements (sanitary and storm) has been conducted by the applicant’s Engineering consultant and reviewed by the City’s Engineering Department. The Capacity Analysis concludes that storm upgrades to the existing system are required to support the proposed development. As part of the Servicing Agreement, the developer is required to design and construct the storm upgrades along Bridge Street as identified in the capacity analysis (please see **Attachment 5** for details).

Trees Retention and Replacement

A Tree Survey and a Certified Arborist’s report were submitted in support of the application. 58 bylaw-sized trees were identified on the Tree Survey and reviewed by the Arborist. The City’s Tree Preservation Coordinator and Parks Operations staff have reviewed the Arborist Report and concurred with the Arborist’s recommendations to preserve eight (8) trees and remove 50 bylaw-sized trees (see below for a Tree Summary Table and **Attachment 6** for a Tree Preservation Plan).

**Tree Summary Table**

Location of Bylaw-Sized Trees	Number of Trees	Number of Trees To be Retained	Number of Trees To be Removed	Comments
On-Site	38	0	38	13 European Birch (ranging in size from 20 cm to 45 cm cal) are in various stages of decline due to Bronze Birch Borer infestation and should be removed.  25 trees are in poor condition and should be removed due to structural defects as a result of previous topping, inclusions, severe lean, visible decline, low live crown ratio (dying) or are standing dead trees.
On Existing City Boulevard	2	0	2	A 90 cm cal English Oak tree is noted in Fair/Good condition, but is located at the proposed road intersection. Parks concurred with the proposed removal; \$8,450 compensation is required.  A 20 cm cal English Oak tree is noted in very poor condition as it is has been previously topped. Parks concurred with the proposed removal; no compensation is required.

Location of Bylaw-Sized Trees	Number of Trees	Number of Trees To be Retained	Number of Trees To be Removed	Comments
Within Proposed Road Dedication Area	12	1	11	Trees located within the road dedication area are to be removed. Compensation for trees within the road dedication area is not being sought as Armstrong Street and Breden Avenue are identified in the Area Plan.  It is noted a 20 cm cal Western Red Cedar is in good condition and is located within the proposed city boulevard along Breden Avenue; tree protection should be specified at a minimum distance of 1.5 m out from the base of the tree.
On Adjacent Properties	6	6	0	Tree protection fencing on site around the driplines of all trees to be retained on the neighbouring properties will be required. It is noted that one neighbouring tree located along the west property line is dead and thus no tree protection fencing for that tree is required.
<b>Total</b>	<b>58</b>	<b>8</b>	<b>50</b>	

Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 76 replacement trees are required for the removal of 38 bylaw sized trees on site. 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	# of replacement trees required	Min. calliper of deciduous tree	or	Min. height of coniferous tree
14	20-30 cm	28	6 cm		3.5 m
16	31-40 cm	32	8 cm		4.0 m
4	41-50 cm	8	9 cm		5.0 m
2	51-60 cm	4	10 cm		5.5 m
1	60 cm +	2	11 cm		6.0 m

Due to the configurations of the future lots and building footprints, it is expected that only 28 replacement trees can be planted on site. This works out to be an average of four (4) replacement trees per lot. The applicant has agreed to provide a voluntary contribution of \$24,000 to the City's Tree Compensation Fund in-lieu of planting the remaining 48 replacement trees. To ensure that the replacement trees are planted and maintained, the applicant is required to submit a Landscaping Security to the City in the amount of \$14,000 (\$500/tree) prior to final adoption of the rezoning bylaw. 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 the landscape security and tree compensation cash-in-lieu (i.e. \$38,000) to ensure the replacement planting will be provided.

The applicant has agreed to retain a Western Red Cedar (tree #76) on the proposed city boulevard along Breden Avenue. Frontage improvements along Breden Avenue will be designed to meander around this protected tree. The applicant has also agreed to protect five (5) trees on the adjacent property to the north (7411 Bridge Street) and one (1) tree on the adjacent to the west (7520 Ash Street). In order to ensure that the protected off-site trees will not be damaged during construction, tree protection fencing must be installed to City standards prior to any construction activities occurring on-site. In addition, a contract with a Certified Arborist to monitor all works to be done near or within the tree protection zone must be submitted prior to final adoption of the rezoning bylaw.

### Subdivision

At future Subdivision stage, the applicant will be required to pay Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs. The applicant will also be required to provide underground hydro, telephone, and cable service connections for each lot.

### **Analysis**

The proposal to develop single-family homes is consistent with the McLennan South Sub-Area Plan that establishes minimum lot sizes (**Attachment 4**). The Sub-Area Plan permits the 11.3 m wide lots which front an east-west road, and a minimum 13 m wide for corner lots. The proposal also meets the minimum lot area requirements as per the Sub-Area Plan.

### **Financial Impact**

None.

### **Conclusion**

The proposed rezoning for the seven (7) lot subdivision meets the requirements of the OCP (McLennan South Sub-Area Plan) as well as the zoning requirements set out in the Single Detached (ZS14) – South McLennan (City Centre). The proposed road configuration is consistent with the Area Plan. On this basis, staff recommend that rezoning application be approved.



Edwin Lee  
Planner I  
(604-276-4121)

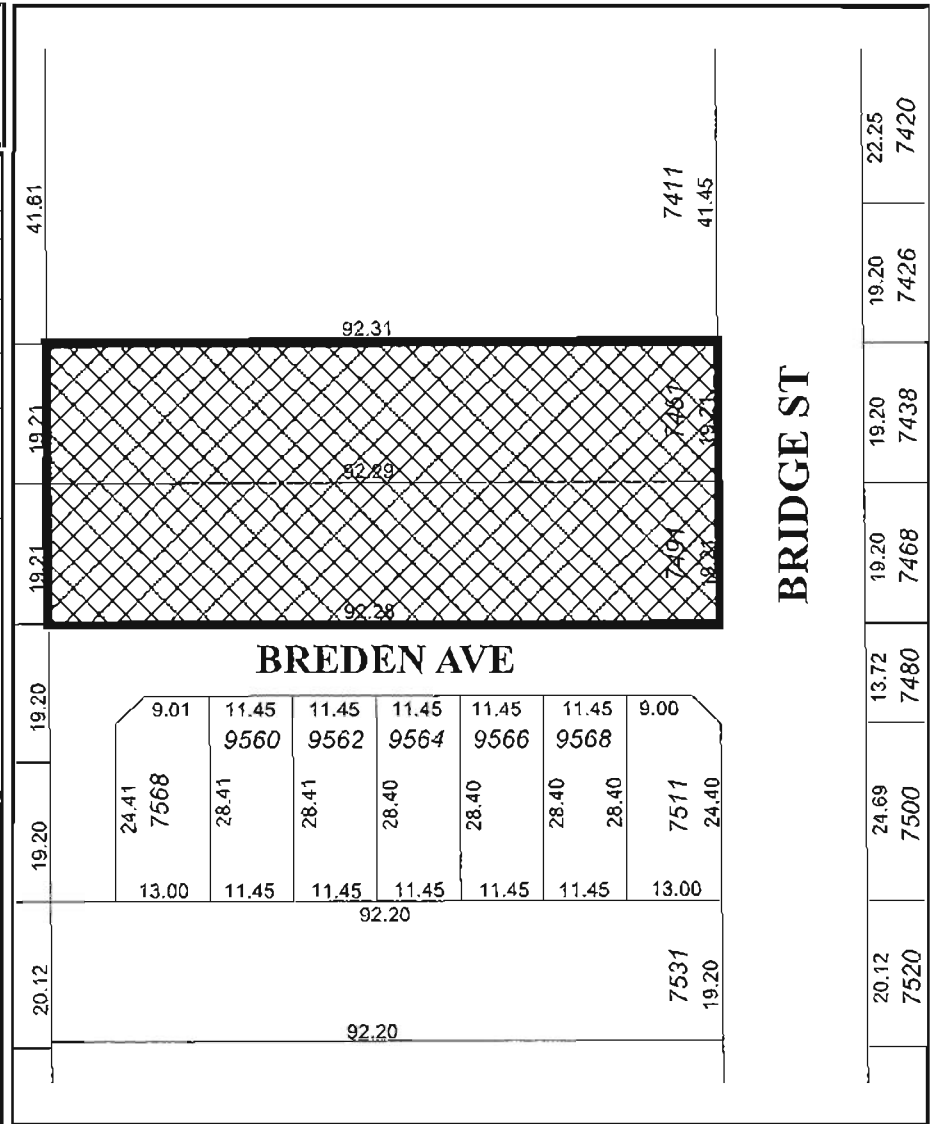
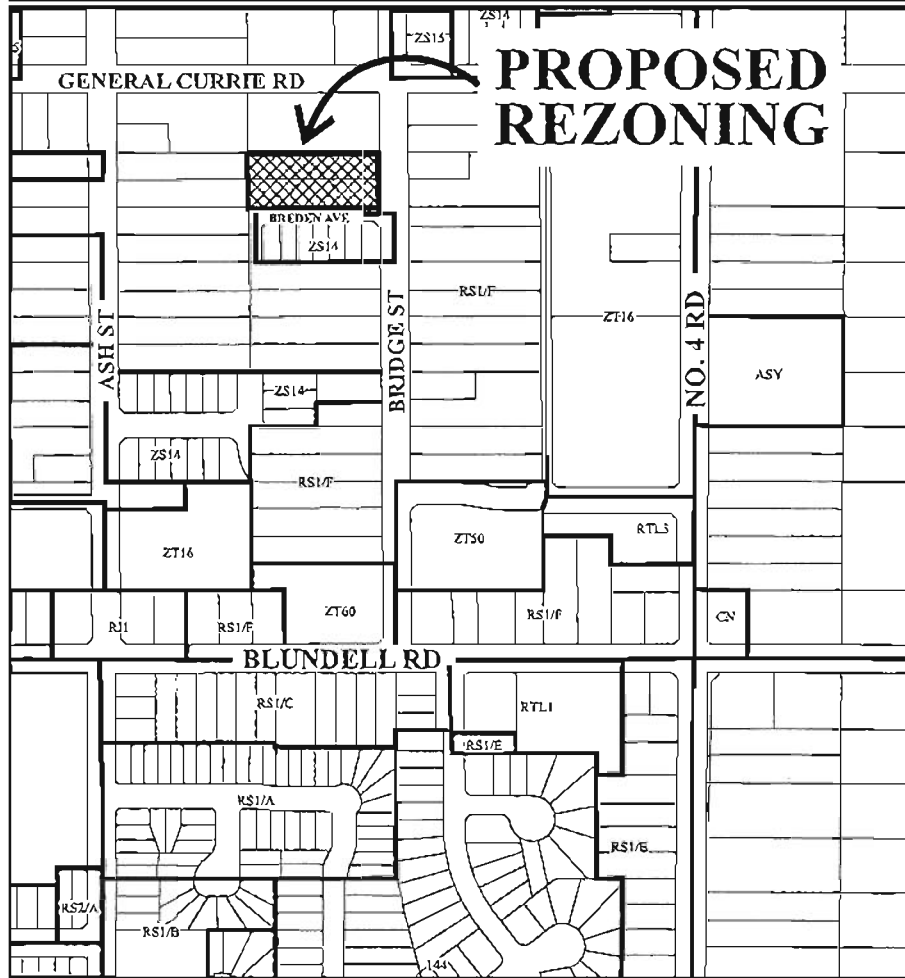
EL:rg



- Attachment 1: Location Map
- Attachment 2: Proposed Subdivision Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: McLennan South Sub-Area Land Use Map
- Attachment 5: Conditional Rezoning Requirements
- Attachment 6: Tree Protection Plan



# City of Richmond



## RZ 09-496160

Original Date: 10/23/09

Revision Date: 08/08/12

Note: Dimensions are in METRES



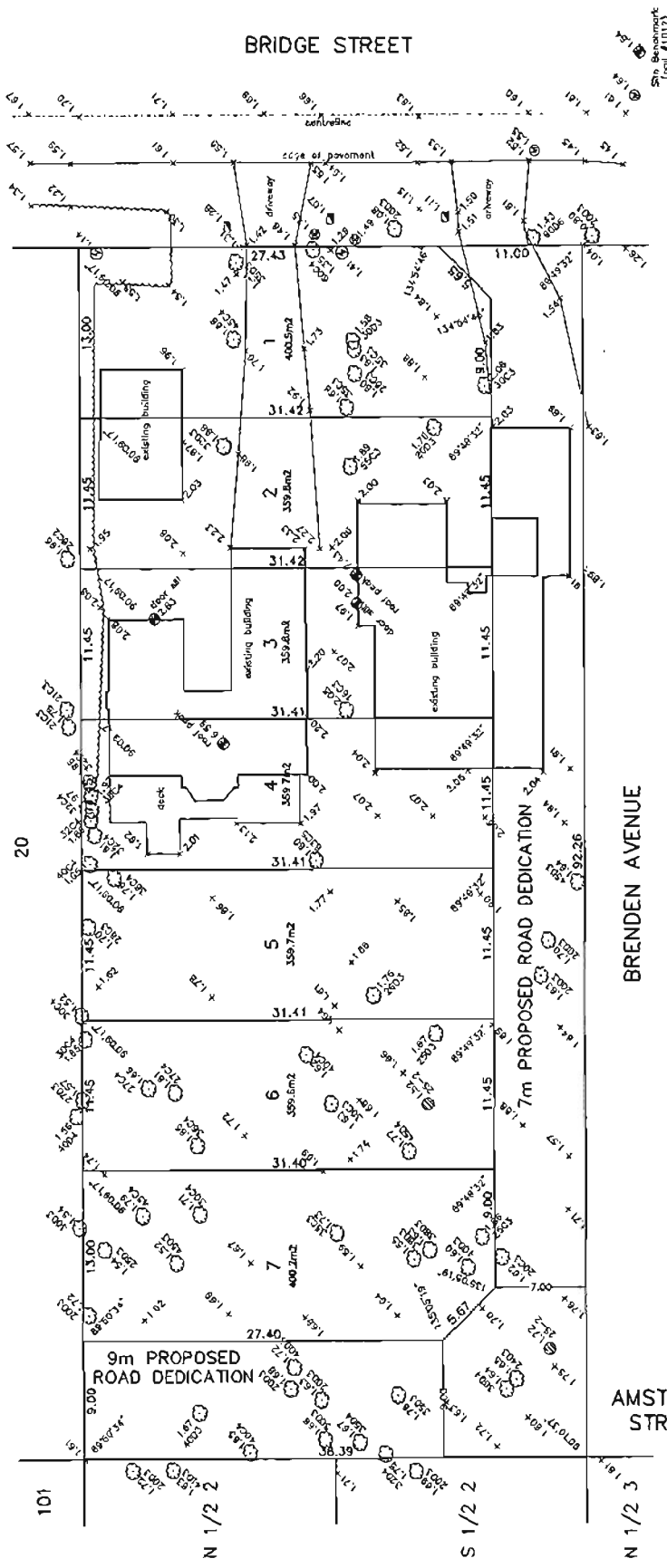
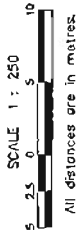
RZ 09-496160

Original Date: 10/23/09

Amended Date: 08/08/12

Note: Dimensions are in METRES

SURVEY PLAN OF PROPOSED SUBDIVISION OF LOTS 78 AND 79  
SECTION 15, BLOCK 4 NORTH, RANGE 6 WEST  
NEW WESTMINSTER DISTRICT, PLAN 47295



NOTES:

- Lot dimensions are derived from field survey.
- Elevations are based on the Meira Vancouver Datum and are derived from IHN monument #100 (5441624) situated at intersection of Main Road and Grenville Avenue. Elevation: 2.863 m.
- All trees and shrubs have been plotted as required by The Protection Bylaw.
- All elevations along curb lines are gutter levels.
- All dimensions are to exterior faces unless otherwise noted.

- ⊗ denotes hydro pole.
- ⊕ denotes catch basin.
- ⊙ denotes manhole.
- ⊗ denotes inspection chamber.
- ⊗ denotes tree stump.
- ⊗-⊙ height (cm).
- ⊗ diameter (cm).
- ⊙ denotes tree.
- ⊗ L-drip line radius (m).
- ⊗ Concentric.
- ⊗ diameter (cm).

CIVIC ADDRESS  
7451 & 7491 BRIDGE STREET  
RICHMOND, B.C.

ZONING:

BRENDEN AVE. DEDICATION REVISED  
DATED THIS 27TH DAY OF APR., 2011  
CERTIFIED CORRECT.  
DATED THIS 24TH DAY OF AUG., 2009

**MULIYAN KOESOEMA B.C.L.S.**  
LOUIS NGAN LAND SURVEYING  
4830 VICTORIA DRIVE  
VANCOUVER, B.C. V6F 8T8  
(604) 327-1536

PIDs:  
004-238-486 (Lot 78)  
003-532-830 (Lot 79)  
FILE: RBR-7451TP



## City of Richmond

6911 No. 3 Road  
 Richmond, BC V6Y 2C1  
 www.richmond.ca  
 604-276-4000

## Development Application Data Sheet

**RZ 09-496160**

**Attachment 3**

Address: 7451 and 7491 Bridge Street

Applicant: Joseph Yang

Planning Area(s): City Centre Area, McLennan South Sub-Area Plan (Schedule 2.10D)

	Existing	Proposed
<b>Owner:</b>	Tsung-Hua Yang, Su-Chen Susan Wu Yang, Kuo Fu Yang	No Change
<b>Site Size (m<sup>2</sup>): (by applicant)</b>	3,540.0 m <sup>2</sup>	2,599.3 m <sup>2</sup> The gross site area is reduced by: <ul style="list-style-type: none"> <li>7.0 m wide dedicated right-of-way (Breden Avenue) along the site's south edge for road, complete with a 4m x 4m corner cut at Bridge Street; and</li> <li>9.0m wide dedicated right-of-way (Armstrong Street) along the site's east edge for road, complete with a 4m x 4m corner cut at Breden Avenue.</li> </ul>
<b>Land Uses:</b>	Single-family residential	No change
<b>OCP Designation:</b>	Residential	No change
<b>Area Plan Designation:</b>	Residential, "Historic Single-Family" 2 1/2 storeys max. - 0.55 base FAR	No change
<b>Zoning:</b>	Single-Family Housing District, Subdivision Area F (R1/F)	Single Detached (ZS14) – South McLennan (City Centre)
<b>Number of Units:</b>	2 single-family dwellings	7 single-family dwellings

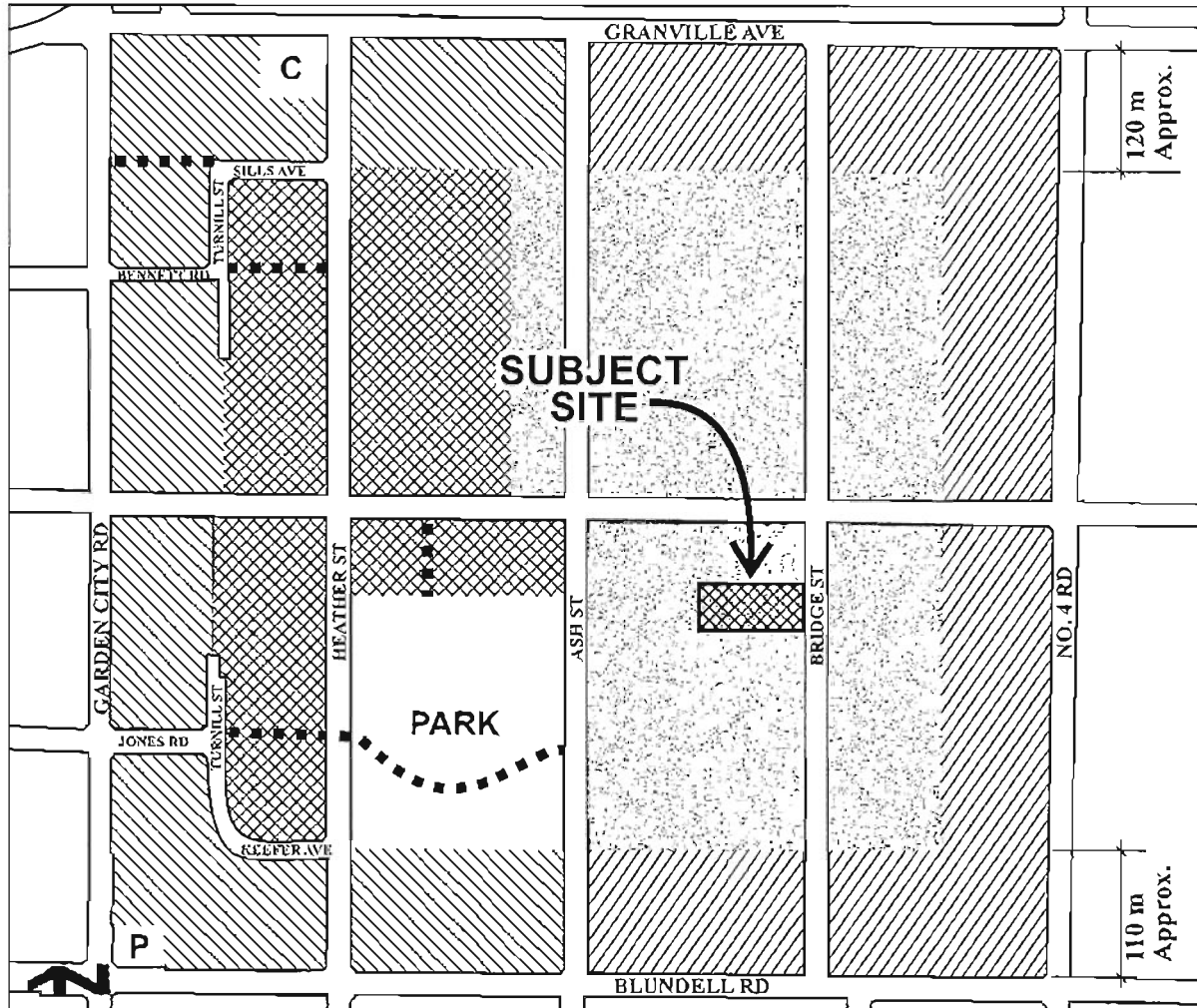
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.55	Max. 0.55	none permitted
Lot Coverage – Building:	Max. 45%	Max. 45%	none
Lot Coverage – Buildings, structures, and non-porous	Max. 70%	Max. 70%	none
Lot Coverage – Landscaping	Min. 25%	Min. 25%	none
Setback – Front & Rear Yards (m):	6 m Min.	6 m Min.	none
Setback – Interior Side Yards (m):	Min. 1.2 m	Min. 1.2 m	none

<b>On Future Subdivided Lots</b>	<b>Bylaw Requirement</b>	<b>Proposed</b>	<b>Variance</b>
Setback – Exterior Side Yards (m):	Min. 4.0 m	Min. 4.0 m	none
Height (m):	2.5 storeys	2.5 storeys	none
Lot Size (area)	Min. 320.0 m <sup>2</sup>	range from 359.8 m <sup>2</sup> to 400.5 m <sup>2</sup>	none
Lot Size (width)	11.3 m 13.0 m at corner lot	5 lots at 11.45 m 2 corner lots at 13.0 m	none

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

City of Richmond

Land Use Map



Residential, Townhouse up to 3 storeys over 1 parking level, Triplex, Duplex, Single-Family 0.75 base F.A.R.	Residential, Historic Single-Family, 2 1/2 storeys maximum 0.55 base F.A.R. Lot size along Bridge and Ash Streets: Large-sized lots (e.g. 18 m/59 ft. min. frontage and 550 m <sup>2</sup> / 5,920 ft <sup>2</sup> min. area) Elsewhere: Medium-sized lots (e.g. 11.3 m/ 37 ft. min. frontage and 320 m <sup>2</sup> / 3,444 ft <sup>2</sup> min. area), with access from new roads and General Currie Road; Provided that the corner lot shall be considered to front the shorter of its two boundaries regardless of the orientation of the dwelling.	Trall/Walkway <b>C</b> Church <b>P</b> Neighbourhood Pub
Residential, 2 1/2 storeys typical (3 storeys maximum) Townhouse, Triplex, Duplex, Single-Family 0.60 base F.A.R.		
Residential, 2 1/2 storeys typical (3 storeys maximum), predominantly Triplex, Duplex, Single-Family 0.55 base F.A.R.		

Note: Sills Avenue, Le Chow Street, Keefer Avenue, and Turnill Street are commonly referred to as the "ring road".

## Conditional Rezoning Requirements

7451 and 7491 Bridge Street

RZ 09-496160

Prior to final adoption of Zoning Amendment Bylaw 8934, the developer is required to complete the following requirements:

1. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on four (4) of the seven (7) future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

**Note:** Should the applicants change their mind about the Affordable Housing option selected prior to final adoption of the Rezoning Bylaw, the City will accept a voluntary contribution of \$1.00 per buildable square foot of the single-family developments (i.e. \$15,388.75) to the City's Affordable Housing Reserve Fund in-lieu of registering the legal agreement on Title to secure a secondary suite.

2. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
3. Registration of a Flood Indemnity Covenant on title.
4. 7.0m road dedication along the entire south property line (Breden Avenue) and 9.0m road dedication along the entire west property line (Armstrong Street) with 4m x 4m corner cuts at both southern intersections.
5. Enter into the City's standard Servicing Agreement\*. Works include, but may not be limited to, the design and construction of:

**Bridge Street:** per the capacity analysis results, upgrade the storm sewer to 600mm from Breden to General Currie. Frontage works include, completing the road widening c/w curb & gutter, a 3.85m treed boulevard, Type 1 decorative luminaire lighting (spec L12.5), and utility boulevard with a 1.5m sidewalk 0.3m off the property line.

**Breden Avenue:** complete 8.5m wide road, c/w curb & gutter, a 2.05m grass & treed boulevard with Type 1 decorative luminaire lighting (spec L12.5), a 1.5m sidewalk 1m from the new property line (this corridor for the single family service connections). Frontage improvements along Breden Avenue will be designed to meander around the protected Western Red Cedar on the proposed city boulevard.

**Armstrong Street:** construct a functioning half road including 4.85m of asphalt, a 2m grass & treed boulevard and a 1.5m sidewalk at the property line.

**Note:** Design to include water, storm and sanitary service connections for each lot. All works at developer's sole cost.



6. City acceptance of the developer’s offer to voluntarily contribute \$8,450 to the City’s Tree Compensation Fund for the compensation of city tree removal.
7. City acceptance of the developer’s offer to voluntarily contribute \$24,000 to the City’s Tree Compensation Fund for the planting of 48 replacement trees within the City.
8. Submission of a Landscaping Security to the City of Richmond in the amount of \$14,000 (\$500/tree) for the planting and maintenance of 28 replacement trees (in a mix of coniferous and deciduous trees) with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	Or	Minimum Height of Coniferous Trees
14	8 cm		4.0 m
8	9 cm		5.0 m
4	10 cm		5.5 m
2	11 cm		6.0 m

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

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 (i.e. \$38,000) to ensure the replacement planting will be provided.

9. 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 on site, on adjacent properties to the north (7411 Bridge Street) and west (7520 Ash Street), and on city boulevard. 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.

Prior to approval of Subdivision, the applicant is required to do the following:

1. Payment of Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fee.

**Note:** Servicing costs to be determined via the Servicing Agreement.

2. Provide Underground Hydro, Tel., and Cable service connections for each lot.

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

1. Provision of a construction parking and traffic management plan to the Transportation Department to include: location for parking for services, deliveries, workers, loading, application for request for any lane closures (including dates, times, and duration), and proper construction traffic controls as per Traffic Control Manual for Works on

Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570  
(<http://www.richmond.ca/services/ttp/special.htm>).

\* Note: This requires a separate application.

---

Signed

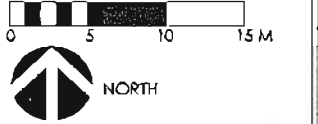
---

Date

CATHERINE MACDONALD INC.  
 1398 Paisley Road  
 North Vancouver, BC  
 V7R 1C3  
 604.904.0302  
 catherine@caltherinemacdonald.ca

ISSUED: 27 APRIL 2011  
 Original ARBORIST REPORT Issue: 7 January 2011

SCALE: 1:300m  
 11" x 17" SHEET @ 100%



DO NOT SCALE PLAN.

REFER TO DIMENSIONS. DIMENSION TREE PROTECTION BARRIERS AS SHOWN AND BUILD AS PER CITY TREE BYLAW.

FENCING AND SIGNAGE EXAMPLES ARE ATTACHED TO PDF ARBORIST REPORT AND ARE AVAILABLE ON CITY WEBSITE.

NO ENTRY OF ANY KIND SHALL OCCUR WITHIN THE TPZ. THIS INCLUDES PEOPLE, MATERIALS OR EQUIPMENT STORAGE OF ANY KIND, VEHICLE TRAFFIC OR PARKING.

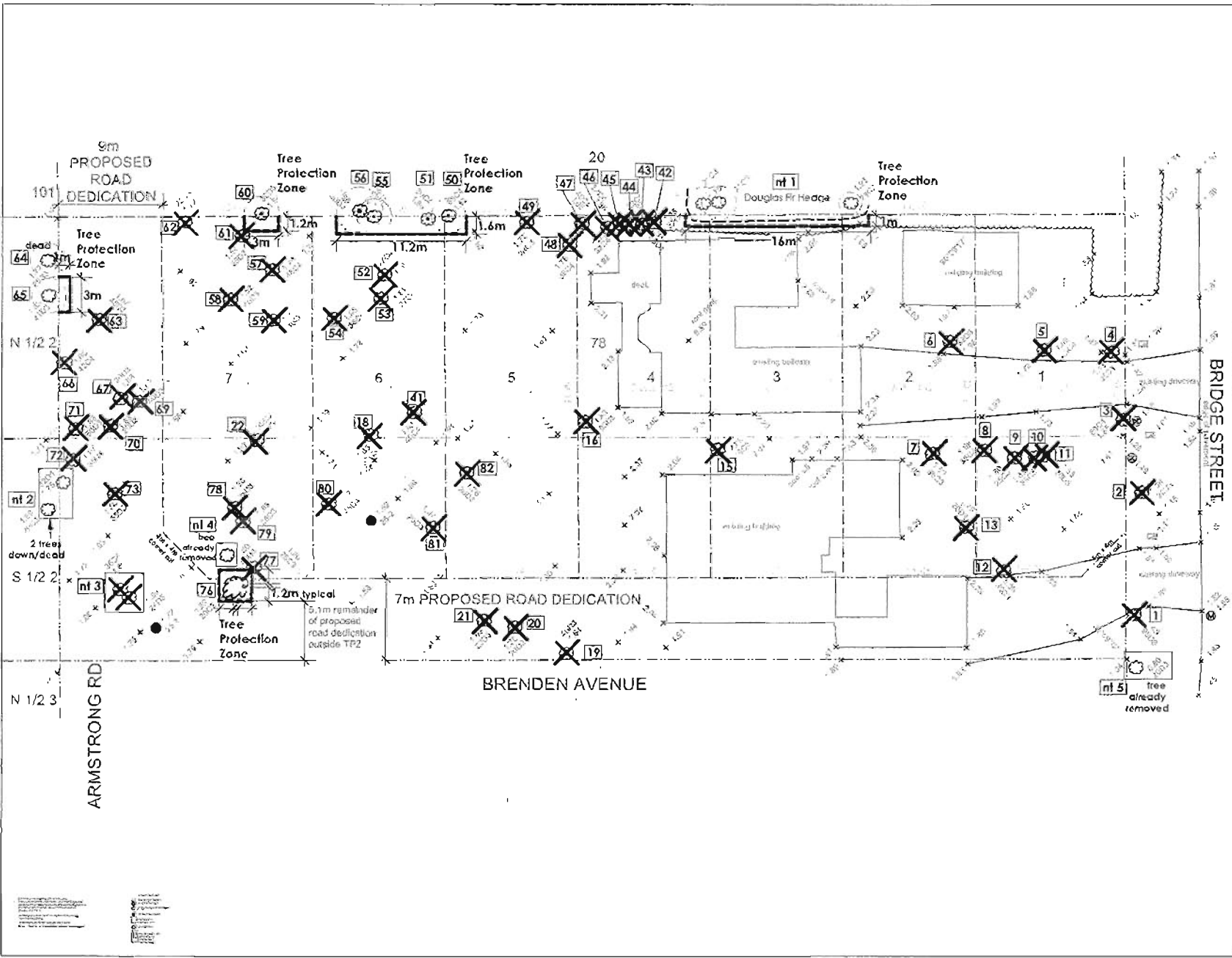
REFER TO ARBORIST REPORT.

CONSULT PROJECT ARBORIST IF IN DOUBT ABOUT ANY TREE ISSUE.

ALL LANDSCAPE/TREE WORK TO CONFORM TO THE BC LANDSCAPE STANDARD (7TH EDITION) AS A MINIMUM. ALL TREE WORK TO CONFORM TO THE STANDARDS OF THE (ISA) INTERNATIONAL SOCIETY OF ARBORICULTURE.

✕ DENOTES TREE RECOMMENDED FOR REMOVAL. SEE ARBORIST REPORT. NO TREES TO BE REMOVED WITHOUT CITY PERMIT.

**TREE PROTECTION PLAN**  
 7451 & 7491 Bridge St  
 Richmond, BC





Richmond Zoning Bylaw 8500
Amendment Bylaw 8934 (RZ 09-496160)
7451 and 7491 Bridge Street

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

- 1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it SINGLE DETACHED (ZS14) - SOUTH MCLENNAN (CITY CENTRE).

P.I.D. 004-238-486

Lot 78 Section 15 Block 4 North Range 6 West New Westminster District Plan 47295

and

P.I.D. 003-532-836

Lot 79 Section 15 Block 4 North Range 6 West New Westminster District Plan 47295

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8934".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

DEVELOPMENT REQUIREMENTS SATISFIED

ADOPTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF RICHMOND
APPROVED by
E.L.
APPROVED by Director or Solicitor

\_\_\_\_\_  
MAYOR

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



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** August 14, 2012  
**From:** Cathryn Volkering Carlile **File:** 99-Community Services/2012-Vol 01  
 General Manager, Community Services

**Re:** Housing Agreement (Onni 7731 Alderbridge Holding Corp. and Onni 7771 Alderbridge Holding Corp.) Bylaw 8936 – to Secure Affordable Housing Units located in 7731 and 7771 Alderbridge Way.

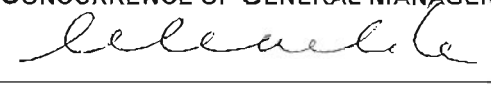



### Staff Recommendation

That Bylaw No. 8936 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8936 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application 11-585209.



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

Att. 3

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 SMT SUBCOMMITTEE</b>	<b>INITIALS:</b>	<b>REVIEWED BY CAO (Deputy)</b>	<b>INITIALS:</b>
			

## Staff Report

### Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8936, **Attachment 1**) to secure 40 affordable housing units in a proposed development at 7731 and 7771 Alderbridge Way (**Attachment 3**).

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

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

Onni 7731 Alderbridge Holding Corp. and Onni 7771 Alderbridge Holding Corp. have applied to rezone 7731 and 7771 Alderbridge Way from Industrial Retail (IR1) to High Density Low Rise Apartments (RAH2). The development will consist of approximately 660 units in 4 six storey wood frame buildings over two concrete parking structures, which includes 40 affordable housing rental units.

This application was considered at the May 22, 2012 and June 18, 2012 Public Hearings. The development proposal includes the provision of 30,930 ft<sup>2</sup> or 38 affordable housing units. Execution of the Housing Agreement is a rezoning consideration of the Onni 7731 Alderbridge Holding Corp. and Onni 7771 Alderbridge Holding Corp. application.

Since the Public Hearings, the applicant's architect refined the design and has agreed to provide 30,931 ft<sup>2</sup> or 40 affordable housing units in perpetuity secured by a Housing Agreement and Housing Covenant. They consist of: 12 one-bedroom and 28 two-bedroom units located in three of the development's four buildings.

The affordable housing units will have a total combined habitable area of at least 5% of the residential floor area ratio (FAR) permitted (minimum 30,931 ft<sup>2</sup> combined habitable area) to be provided in the assigned buildings planned to be developed in Phase 1, 3 and 4 as follows:

Location	1 Bedroom	2 Bedroom	Total
Building 1, Phase 1	4	5	9
Building 3, Phase 3	0	8	8
Building 4, Phase 4	8	15	23
<b>Overall Total</b>	<b>12</b>	<b>28</b>	<b>40</b>

The *Local Government Act*, Section 905, states that a local government may, by bylaw, enter into a Housing Agreement to secure affordable housing units. The proposed Housing Agreement Bylaw for the subject Onni 7731 Alderbridge Holding Corp. and Onni 7771 Alderbridge Holding Corp. Development (Bylaw 8936) is presented in **Attachment 1**. 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**

As noted, the subject rezoning application involves the development of 40 affordable residential apartment units, including: 12 one-bedroom units and 28 two-bedroom units located in three of the four buildings.

The applicant has agreed to register notice of the Housing Agreement on title to secure the 40 affordable rental units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rates in perpetuity. The agreement also includes provisions for annual adjustment of the maximum annual household incomes and the rental rates. The applicant has agreed to the terms and conditions of the attached Housing Agreement (**Attachment 2**).

**Financial Impact**

Administration of this Housing Agreement will be covered by existing City resources. Should the owner breach the Housing Agreement, additional resources may be required which would be funded through the Affordable Housing Reserve Funds.

**Conclusion**

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8936 is required to permit the City to enter into a Housing Agreement to secure 40 low end market rental units that are proposed in association with Rezoning Application 11-585209.

It is thus recommended that first, second, and third reading be given to Bylaw No. 8936.



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

DKB:db

Attachment 1	Housing Agreement Bylaw 8936 - 7731 and 7771 Alderbridge Way	REDMS #3617808
Attachment 2	Schedule A and Housing Agreement	REDMS #TBD
Attachment 3	Property Map 7731 and 7771 Alderbridge Way	REDMS#3621147



# City of Richmond

## Bylaw 8936

### Housing Agreement (7731 and 7771 Alderbridge Way) Bylaw No. 8936

The Council of the City of Richmond enacts as follows:

- The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the land legally described as:
  - PID: 000-859-958      Lot 89 Section 5 Block 4 North Range 6 West  
NWD Plan 38045
  - PID: 000-806-943      Lot 96 Section 5 Block 4 North Range 6 West  
NWD Plan 39888
- This Bylaw is cited as "**Housing Agreement (7731 And 7771 Alderbridge Way) Bylaw No. 8936**".

FIRST READING

\_\_\_\_\_

SECOND READING

\_\_\_\_\_

THIRD READING

\_\_\_\_\_

ADOPTED

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

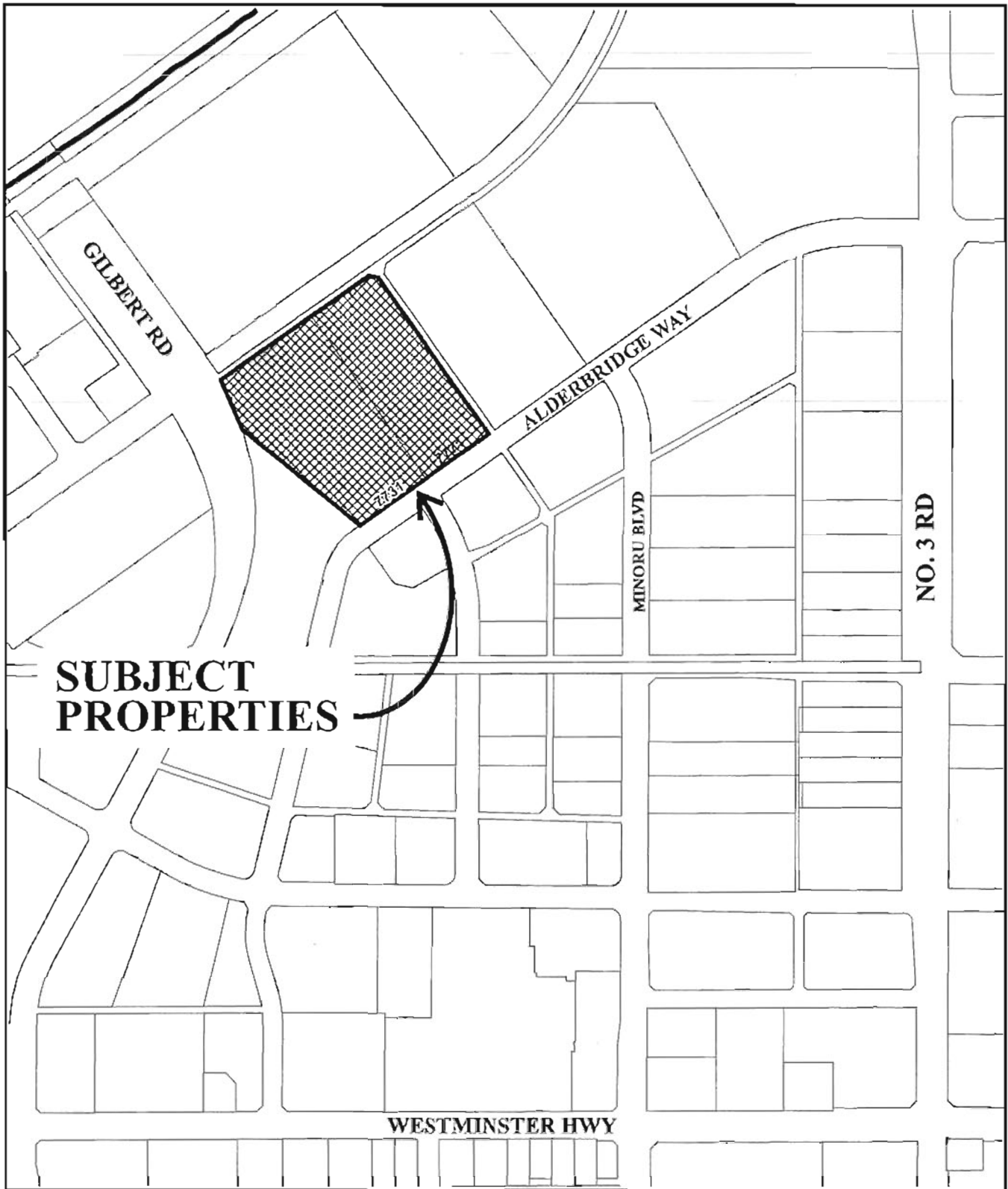
\_\_\_\_\_  
CORPORATE OFFICER



Schedule A

To Housing Agreement (Onni 7731 Alderbridge Corp. and Onni 7771 Alderbridge Corp.) Bylaw  
No. 8936

HOUSING AGREEMENT BETWEEN ONNI 7731 ALDERBRIDGE CORP. AND ONNI 7771  
ALDERBRIDGE CORP. AND CITY OF RICHMOND IN RELATION TO 7731 AND 7771  
ALDERBRIDGE WAY



**SUBJECT  
PROPERTIES**



7731 & 7771 Alderbridge Way

Original Date: 08/14/12

Revision Date:

Note: Dimensions are in METRES



# City of Richmond

## Bylaw 8936

### Housing Agreement (7731 and 7771 Alderbridge Way) Bylaw No. 8936

The Council of the City of Richmond enacts as follows:

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

PID: 000-859-958      Lot 89 Section 5 Block 4 North Range 6 West  
NWD Plan 38045

PID: 000-806-943      Lot 96 Section 5 Block 4 North Range 6 West  
NWD Plan 39888

2. This Bylaw is cited as **“Housing Agreement (7731 And 7771 Alderbridge Way) Bylaw No. 8936”**.

FIRST READING

\_\_\_\_\_

SECOND READING

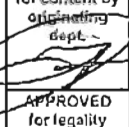

\_\_\_\_\_

THIRD READING

\_\_\_\_\_

ADOPTED

\_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

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

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

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2012.

**BETWEEN:**

**ONNI 7731 ALDERBRIDGE HOLDING CORP.**

(Inc. No. 908696),

and **ONNI 7771 ALDERBRIDGE HOLDING CORP.**

(Inc. No. BC253860)

companies duly incorporated under the laws of the Province of British Columbia and having their registered office at 300 – 550 Robson Street  
Vancouver, B.C. V6B 2B7

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

**AND:**

**CITY OF RICHMOND,**

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

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

**WHEREAS:**

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered 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) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy dated May 9, 2007, and approved by Richmond City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"City"** means the City of Richmond;
- (e) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (f) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (g) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (h) **"Eligible Tenant"** means a Family having a cumulative annual income of:
  - (i) in respect to a one bedroom unit, \$37,000 or less; or

(ii) in respect to a two bedroom unit, \$45,500 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 \_\_\_\_\_, 2012, under number \_\_\_\_\_;

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

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

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

PID: 000-806-943

Lot 96, Section 5 Block 4 North Range 6 West New Westminster District Plan 39888 (referred to individually as "Lot 96")

and

PID: 000-859-958

Lot 89 Section 5 Block 4 North Range 6 West New Westminster District Plan 38045 (referred to individually as Lot "89")

- (n) "Local Government Act" means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (o) "LTO" means the New Westminster Land Title Office or its successor;
- (p) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (q) "Permitted Rent" means no greater than:
  - (i) \$925.00 a month for a one bedroom unit; and
  - (ii) \$1,137.00 a month for a two 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;

- (r) "*Real Estate Development Marketing Act*" means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (s) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (t) "*Strata Property Act*" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (u) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;

- (v) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (w) "Tenant" means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

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

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be



occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

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

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

property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;

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

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

- (g) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

(h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

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

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

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

(a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

(b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

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

5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.

5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.

5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata

lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.

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

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of 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 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

## 7.2 Modification

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

## 7.3 Management

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

## 7.4 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

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

#### 7.5 Release

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

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

#### 7.6 Survival

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

#### 7.7 Priority

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

#### 7.8 City's Powers Unaffected

This Agreement does not:

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

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

**7.9 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

**7.10 No Public Law Duty**

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

**7.11 Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, 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.

**ONNI 7771 ALDERBRIDGE HOLDING CORP.  
INC. NO. BC253860**

by its authorized signatory(ies):

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

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

**ONNI 7731 ALDERBRIDGE HOLDING CORP.  
INC. NO. 908696**

by its authorized signatory(ies):

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

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

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Onni 7731 Alderbridge Holding Corp., Inc. No. 908696 and Onni 7771 Alderbridge Holding Corp, Inc. No. BC253860 (together, the "Owner") in respect to the lands and premises legally known and described as:

PID: 000-806-943

Lot 96 Section 5 Block 4 North Range 6 West New Westminster District Plan 39888 (referred to individually as "Lot 96")

and

PID: 000-859-958

Lot 89 Section 5 Block 5 North Range 6 West New Westminster District Plan 38045 (referred to individually as "Lot 89")

(together, the "Lands")

THE BANK OF NOVA SCOTIA (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB1958612 and BB1958613 as against Lot 96 and is also the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB1958614 and BB1958615 as against Lot 89, respectively ("the Bank Charges").

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

BANK OF NOVA SCOTIA  
by its authorized signatory(ies):

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

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