



Planning Committee

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

**Wednesday, September 6, 2017
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-6

*Motion to adopt the **minutes** of the meeting of the Planning Committee held on July 18, 2017.*



NEXT COMMITTEE MEETING DATE

September 19, 2017, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9739 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 7100 ELMBRIDGE WAY (LANDA ELMBRIDGE HOLDINGS LTD.)**

(File Ref. No. 08-4057-01) (REDMS No. 5435765 v.5)

PLN-21

See Page PLN-21 for full report

Designated Speaker: Joyce Rautenberg

STAFF RECOMMENDATION

That Housing Agreement (7100 Elmbridge Way) Bylaw No. 9739 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit DP 15-700007.



2. **HOUSING AGREEMENT BYLAW NO. 9544, AMENDMENT BYLAW NO. 9754 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 9251 & 9291 ALEXANDRA ROAD (1083465 B.C. LTD)**

(File Ref. No. 08-4057-01) (REDMS No. 5500188 v. 2)

PLN-47

See Page PLN-47 for full report

Designated Speaker: Joyce Rautenberg

STAFF RECOMMENDATION

That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544, Amendment Bylaw No. 9754, be introduced and given first, second, and third readings to permit the City to amend the existing Housing Agreement pursuant to an Amending Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit Application DP 12-613923.



PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY WESTMARK DEVELOPMENT LTD. FOR REZONING AT 7580 ASH STREET FROM SINGLE DETACHED (RS1/F) TO SINGLE DETACHED (RS2/E) AND SINGLE DETACHED (ZS14) – SOUTH MCLENNAN (CITY CENTRE)**

(File Ref. No. 12-8060-20-009702; RZ 16-732500) (REDMS No. 5395289 v. 3)

PLN-69

See Page PLN-69 for full report

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9702, for the rezoning of 7580 Ash Street from the “Single Detached (RS1/F)” zone to the “Single Detached (RS2/E)” zone and the “Single Detached (ZS14) – South McLennan (City Centre)” zone, be introduced and given first reading.



4. **APPLICATION BY SANDEEP KANG FOR REZONING AT 3751 SHUSWAP AVENUE FROM “SINGLE DETACHED (RS1/E)” TO “COACH HOUSES (RCH1)”**

(File Ref. No. 12-8060-20-009727; RZ 16-738465) (REDMS No. 5326180)

PLN-89

[See Page PLN-89 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9727, for the rezoning of 3751 Shuswap Avenue from “Single Detached (RS1/E)” to “Coach Houses (RCH1)”, be introduced and given first reading.



5. **APPLICATION BY JHUJAR CONSTRUCTION LTD. FOR REZONING AT 9291 AND 9311/9331 NO. 2 ROAD FROM “SINGLE DETACHED (RS1/E)” AND “TWO-UNIT DWELLINGS (RD1)” TO “LOW DENSITY TOWNHOUSES (RTL4)”**

(File Ref. No. 12-8060-20-009749; RZ 15-716773) (REDMS No. 5444000)

PLN-110

[See Page PLN-110 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9749, for the rezoning of 9291 and 9311/9331 No. 2 Road from “Single Detached (RS1/E)” and “Two-Unit Dwellings (RD1)” zones to “Low Density Townhouses (RTL4)” zone, be introduced and given first reading.



6. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 9211 AND 9231 WILLIAMS ROAD FROM “SINGLE DETACHED (RS1/E)” TO “LOW DENSITY TOWNHOUSES (RTL4)”**
(File Ref. No. 12-8060-20-009750; RZ 16-729962) (REDMS No. 5451116)

PLN-137

[See Page PLN-137 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9750, for the rezoning of 9211 and 9231 Williams Road from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone, be introduced and given first reading.



7. **APPLICATION BY KANARIS DEMETRE LAZOS FOR A HERITAGE ALTERATION PERMIT AT 12011 3RD AVENUE (STEVESTON COURTHOUSE) AND 12111 3RD AVENUE (STEVESTON HOTEL)**
(File Ref. No. HA 16-723477) (REDMS No. 5513480 v. 2)

PLN-160

[See Page PLN-160 for full report](#)

Designated Speaker: Wayne Craig

STAFF RECOMMENDATION

That a Heritage Alteration Permit be issued which would:

- (1) Permit a reconfiguration of lot lines, and alterations to parking layouts and landscaping, of the properties at 12011 3rd Avenue and 12111 3rd Avenue on a site zoned “Steveston Commercial (CS2)”; and*
- (2) Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the minimum amount of landscape area around surface parking areas abutting a road from 3.0 m, to 1.0 m along Moncton Street, and to 1.0 m along 3rd Avenue.*



Pg. #

ITEM

8. **MANAGER'S REPORT**

ADJOURNMENT





Planning Committee

Date: Tuesday, July 18, 2017

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Alexa Loo
Councillor Harold Steves

Absent: Councillor Chak Au

Also Present: Councillor Derek Dang (entered at 4:01 p.m.)
Councillor Carol Day

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

AGENDA ADDITION

It was moved and seconded

That Space Needs for Non-Profit Organizations be added to the agenda as Item No. 9A.

CARRIED

Cllr. Dang entered the meeting (4:01 p.m.).

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on July 5, 2017, be adopted as circulated.

CARRIED

Planning Committee
Tuesday, July 18, 2017

NEXT COMMITTEE MEETING DATE

September 6, 2017, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9227, AMENDMENT BYLAW NO. 9732 TO PERMIT THE CITY OF RICHMOND TO AMEND THE EXISTING HOUSING AGREEMENT SECURING AFFORDABLE HOUSING UNITS LOCATED AT 8111 GRANVILLE AVENUE / 8080 ANDERSON ROAD (STOREYS DEVELOPMENT)**

(File Ref. No. 08-4057-01) (REDMS No. 5425344 v. 10)

It was moved and seconded

That Housing Agreement Bylaw No. 9227, Amendment Bylaw No. 9732 be introduced and given first, second, and third readings to permit the City to amend the existing Housing Agreement pursuant to an Amending Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by Development Permit Application DP 12-605094.

CARRIED

2. **AFFORDABLE HOUSING STRATEGY UPDATE – FINAL POLICY RECOMMENDATIONS**

(File Ref. No. 08-4057-01) (REDMS No. 5443935 v. 35)

With the aid of a PowerPoint presentation (copy on-file, City Clerk's Office) Kim Somerville, Manager, Community Social Development, and Joyce Rautenberg, Affordable Housing Coordinator reviewed the Affordable Housing Strategy, noting that:

- consultation included meetings with community groups, developers and senior levels of government, as well as public feedback;
- there is interest from non-profit groups to partner with developers to develop innovative affordable housing options;
- the development community has expressed that a phased approach should be considered when increasing developer contribution requirements towards affordable housing;
- staff are recommending that 10% of a development's floor area be allocated towards affordable housing for developments with 60 or more units;

Planning Committee
Tuesday, July 18, 2017

- in-stream applications would follow current affordable housing regulations, provided that the application is presented to Council within one year of the proposed policy's implementation;
- staff are recommending an increase to cash-in-lieu contribution rates to the Affordable Housing Reserve Fund;
- staff are recommending that the annual cash-in-lieu target be set to \$1.5 million to support current and future affordable housing projects;
- staff will be reviewing contribution rates bi-annually; and
- it is anticipated that the draft Affordable Housing Strategy will be presented to Council in the Fall of 2017 and there will be opportunities for further public and stakeholder consultation prior to adoption.

Discussion ensued with regard to the economic analysis that was completed and the potential effect of the proposed rate increases on development.

In reply to queries from Committee, staff noted that (i) the annual cash-in-lieu target of \$1.5 million was based on past contributions, potential needs of future projects, and an allocation to the contingency fund, (ii) non-market rental units rates were set 25% below Canadian Mortgage and Housing Corporation's (CHMC) rates to ensure rents would stay below market rates, (iii) the phased approach to the contribution rates would allow adjustment of future developments to factor additional costs, (iv) other municipalities do not apply consistent affordable housing contribution requirements to all developments, (v) it is not anticipated that the proposed affordable housing contribution requirements will negatively impact development in the city, and (vi) staff are exploring various types affordable housing options.

It was moved and seconded

- (1) *That the recommended policy actions, as outlined in the staff report titled, "Affordable Housing Strategy Update – Final Policy Recommendations," dated June 26, 2017 from the General Manager, Community Services, be adopted for incorporation into the updated Affordable Housing Strategy;*
- (2) *That the following changes to the Low-End Market Rental Policy be adopted:*
 - (a) *an increase in the built unit contribution for apartments from 5% to 10%; and*
 - (b) *a decrease in the built unit threshold for apartments from 80 units to 60 units;*

Planning Committee
Tuesday, July 18, 2017

- (3) *That the following changes to the cash-in-lieu contribution rates be adopted:*
- (a) *\$4 per square foot for single family rezonings;*
 - (b) *\$8.50 per square foot for townhouse developments;*
 - (c) *\$10 per square foot for wood-frame apartment and mixed use developments involving 60 units or less;*
 - (d) *\$14 per square foot for concrete apartment and mixed use developments involving 60 units or less; and*
 - (e) *the above rates be examined and adjusted on a bi-annual basis; and*
- (4) *That the in-stream development applications received prior to Council's adoption of the proposed recommendations 2 and 3 be processed under the existing Affordable Housing Strategy policies, provided that the application is presented to Council for consideration within one (1) year of the effective date of the revised Low-End Market Rental policy and cash-in-lieu contribution rates.*

The question on the motion was not called as discussion ensued with regard to (i) the timeline of implementation, (ii) the management capacity of non-profit affordable housing providers, and (iii) opportunities for additional public and stakeholder consultation.

The question on the motion was then called and it was **CARRIED** with Cllr. McNulty opposed.

3. **2017-2022 RICHMOND CHILD CARE NEEDS ASSESSMENT AND STRATEGY**

(File Ref. No. 07-3070-01) (REDMS No. 5440334 v. 10)

With the aid of a PowerPoint presentation (copy on-file, City Clerk's Office), Coralys Cuthbert, Child Care Coordinator, reviewed the 2017-2022 Richmond Child Care Needs Assessment and Strategy, noting that (i) there has been a 46% increase in licensed child care spaces in the city since 2009, (ii) the information gathered from the City's community engagement process will be used to refine the proposed Child Care Strategy, (iii) respondents of the engagement process have expressed that the supply of child care spaces in the city is inadequate, (iv) the City will be partnering with the senior levels of government to support child care programs, and (v) once adopted, staff will be providing an update on the implementation of the recommendations in one year's time.

Discussion ensued regarding (i) the potential displacement of child care spaces as a result of new development, (ii) the demand for child care spaces, and (iii) the resources required to develop child care spaces.

Planning Committee
Tuesday, July 18, 2017

In reply to queries from Committee, Ms. Cuthbert noted that staff have factored school enrolment data into the proposed Child Care Needs Assessment and Strategy.

Discussion then ensued with regard to retaining existing child care spaces in their current sites.

As a result of the discussion, a referral motion for staff to examine zoning and amenity contribution requirements to promote retention of child care spaces was introduced; however failed to receive a seconder.

In reply to queries from Committee, staff noted that policies in the Official Community Plan (OCP) are in place to encourage the retention of child care spaces and that resources required for implementation of the Strategy will be submitted to the City's 2018 budget process.

It was moved and seconded

- (1) *That the recommended actions and implementation plan outlined in the staff report titled, "2017-2022 Richmond Child Care Needs Assessment and Strategy", dated June 28, 2017, from the General Manager of Community Services, be adopted; and*
- (2) *That staff report back after one year of the "2017-2022 Richmond Child Care Needs Assessment and Strategy" being adopted to provide an update on the implementation plan.*

CARRIED

PLANNING AND DEVELOPMENT DIVISION

4. APPLICATION BY GRAFTON ENTERPRISES LTD. FOR A STRATA TITLE CONVERSION AT 12331/12351 BRIDGEPORT ROAD

(File Ref. No. SC 17-771962) (REDMS No. 5408903)

Jordan Rockerbie, Planning Technician, reviewed the application noting that there will be no changes to the site's zoning or OCP designation. He added that the conversion will facilitate the utility metering of individual units.

It was moved and seconded

- (1) *That the application for a Strata Title Conversion by Grafton Enterprises Ltd. for the property located at 12331/12351 Bridgeport Road be approved on fulfilment of the following conditions:*
 - (a) *payment of all City utility charges and property taxes up to and including the current year;*
 - (b) *registration of an aircraft noise sensitive use covenant (Area 1A) on Title;*

Planning Committee

Tuesday, July 18, 2017

- (c) *registration of a flood indemnity covenant on Title identifying a minimum habitable elevation of 2.9 m GSC;*
 - (d) *submission of appropriate plans and documents for execution by the Approving Officer within 180 days of the date of a Council resolution; and*
 - (e) *submission of a Landscape Security, based on a cost estimate provided by a Registered Landscape Architect for the installation of the proposed landscaping, plus a 10% contingency; and*
- (2) *That the City, as the Approving Authority, delegate to the Approving Officer the authority to execute the strata conversion plan on behalf of the City, as the Approving Authority, on the basis that the conditions set out in Recommendation 1 have been satisfied.*

CARRIED

5. APPLICATION BY FIREWORK PRODUCTIONS LTD. FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8351 RIVER ROAD AND DUCK ISLAND (LOT 87 SECTION 21 BLOCK 5 NORTH RANGE 6 WEST PLAN 34592)

(File Ref. No. TU 17-764698) (REDMS No. 5462025)

Letters of support for the application was distributed (attached to and forming part of these minutes as Schedule 1).

Kevin Eng, Planner 2, reviewed the application, noting that the Temporary Commercial Use Permit would allow a night market event and a winter festival event on-site. He added that illuminated signboards will be utilized to direct traffic in the area.

It was moved and seconded

- (1) *That the application by Firework Productions Ltd. for a Temporary Commercial Use Permit at 8351 River Road and Duck Island (Lot 87, Section 21 Block 5 North Range 6 West Plan 34592) be considered at the Public Hearing to be held on September 5, 2017 at 7:00 p.m. in the Council Chambers of Richmond City Hall, and that the following recommendation be forwarded to that meeting for consideration:*

Planning Committee
Tuesday, July 18, 2017

- (a) *“That a Temporary Commercial Use Permit be issued effective on November 1, 2017 to Firework Productions Ltd. for properties at 8351 River Road and Duck Island (Lot 87, Section 21 Block 5 North Range 6 West Plan 34592) for the purposes of permitting a night market event between May 11, 2018 to October 28, 2018 (inclusive), May 10, 2019 to October 27, 2019 (inclusive) and May 8, 2020 to October 31, 2020 (inclusive) and a winter festival event between December 1, 2017 to January 7, 2018 (inclusive), November 23, 2018 to January 6, 2019 (inclusive) and November 29, 2019 to January 5, 2020 (inclusive) subject to the fulfillment of all terms, conditions and requirements outlined in the Temporary Commercial Use Permit and attached Schedules;” and*
- (2) *That the Public Hearing notification area to be extended to include all properties to the north of Bridgeport Road and West of Great Canadian Way as shown in Attachment 4 to the staff report dated July 5, 2017 from the Director of Development.*

CARRIED

6. APPLICATION BY YAMAMOTO ARCHITECTURE INC. FOR REZONING AT 9511 AND 9531 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO MEDIUM DENSITY TOWNHOUSES (RTM2)

(File Ref. No. 12-8060-20-009740; RZ 15-703334) (REDMS No. 5442364)

In reply to queries from Committee, staff noted that access to the site will be shared through the adjacent property and the arterial road. It was further noted that should the application proceed to Public Hearing, direct mail notification will be sent to the adjacent property.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9740, to rezone 9511 and 9531 Williams Road from the “Single Detached (RS1/E)” zone to the “Medium Density Townhouses (RTM2)” zone, be introduced and given first reading.

CARRIED

Planning Committee
Tuesday, July 18, 2017

7. APPLICATION BY BEEDIE (GRAYBAR RD) RICHMOND PROPERTY LTD. TO ESTABLISH "LIGHT INDUSTRIAL (IL)" ZONING AND DISCHARGE "LAND USE CONTRACT 127" ON A PORTION OF 6311 GRAYBAR ROAD

(File Ref. No. 12-8060-20-009741; RZ 17-772644) (REDMS No. 5447842 v. 2)

It was moved and seconded

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9741, to rezone a 0.71 ha. portion of 6311 Graybar from "Land Use Contract 127" to the "Light Industrial (IL)" zone, be introduced and given first reading; and*
- (2) *That "Land Use Contract 127" entered into pursuant to "Farrell Estates Ltd. Land Use Contract Bylaw No. 3613", be discharged from 6311 Graybar Road.*

CARRIED

8. INCLUDING EXISTING COMMUNITY AMENITY CONTRIBUTION RATES IN COUNCIL POLICIES WITHIN THE OFFICIAL COMMUNITY PLAN AND AREA PLANS

(File Ref. No. 08-4000-01) (REDMS No. 5235703 v. 11)

Terry Crowe, Manager, Policy Planning, commented on the integration of existing community amenity contribution rates in Council policies within the OCP and area plans, noting that there has been no change to the amenity contribution rates.

It was moved and seconded

- (1) *That Official Community Plan Bylaw 9000, Amendment Bylaw 9625, which amends Official Community Plan Bylaw 9000 by amending Section 14.4.5D of the Development Permit Guidelines to include the cash-in-lieu of indoor amenity contribution rates now within Council Policy 5041 (Cash In Lieu of Indoor Amenity Space), be introduced and given first reading;*
- (2) *That Official Community Plan Bylaw 7100, Amendment Bylaw 9626, which amends Official Community Plan Bylaw 7100, by:*
 - (a) *amending Section 4.0 of Schedule 2.4 - Steveston Area Plan to include the heritage contribution rates now within the Steveston Village Conservation Strategy and Implementation Program; and*

Planning Committee
Tuesday, July 18, 2017

- (b) amending Section 9.3.2 of Schedule 2.11A - West Cambie Area Plan to include the affordable housing, childcare, city beautification and community planning contribution rates now within Council Policy 5044 (West Cambie – Alexandra Interim Amenity Guidelines);*

be introduced and given first reading;

- (3) That Bylaw 9625 and Bylaw 9626, having been considered in conjunction with:*

(a) the City's Financial Plan and Capital Program; and

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

are hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;

- (4) That Bylaw 9625 and Bylaw 9626, having been considered in accordance with Official Community Plan Bylaw Preparation Consultation Policy 5043, are hereby found not to require further consultation; and*

- (5) That Council Policy 5041(Cash in Lieu of Indoor Amenity Space) and Council Policy 5044 (West Cambie – Alexandra Interim Amenity Guidelines), be repealed upon adoption of Bylaw 9625 and Bylaw 9626.*

CARRIED

9. APPLICATION BY SANSTOR FARMS LTD. FOR AN AGRICULTURAL LAND RESERVE NON-FARM USE (SAND STORAGE) AT 14671 WILLIAMS ROAD

(File Ref. No. AG 16-734186) (REDMS No. 5333733 v. 8)

John Hopkins, Planner 3, reviewed the application, noting that (i) authorization to submit a non-farm use application to the Agricultural Land Commission (ALC) requires Council endorsement and staff are recommending that the application be denied, (ii) the applicant is proposing to use five hectares of the subject site as a permanent facility for sand storage, (iii) should the facility be decommissioned, the subject site can be reclaimed for agricultural use, (iv) the proposed facility would displace a significant Environmentally Sensitive Area (ESA) and would require off-site ESA compensation, (v) the proposed facility is not consistent with the OCP and the City discourages non-farm use on the Agricultural Land Reserve (ALR), and (vi) staff are working with the applicant to seek alternative sites within industrial zones including potentially leasing City-owned sites.

Planning Committee
Tuesday, July 18, 2017

Discussion ensued with regard to (i) efforts to seek alternative sites for the proposed facility, (ii) the timeline of the potential relocation, (iii) the business history of Sanstor Farms Ltd. in Richmond, and (iii) the services provided by Sanstor Farms Ltd. to the farming community in the city.

In reply to queries from Committee, Mr. Hopkins noted that the subject site has not been previously farmed, however can be reclaimed for agricultural use.

Bruce Mathers, and Brian French, Sanstor Farms Ltd., spoke on the proposed application, noting that (i) the current sand storage site will be redeveloped for warehousing in the future, (ii) efforts to locate an alternative site began in 2014, (iii) the subject site may not be suitable for farming due to the shallow layer of organic soil, the high acidity level, and the high mineral content, (iv) the subject site may contain diseased European Birch trees, and (v) the subject site is suitable for the proposed facility because of its size and proximity to the river.

In reply to queries from Committee, Wayne Craig, Director, Development, noted that the non-farm application was submitted to City in June 2016.

As a result of the discussion, a motion to deny authorization of Sanstor Farms Ltd. to apply to the ALC for a non-farm use to allow the storage of sand at 14671 Williams Road was introduced; however failed to receive a seconder.

It was moved and seconded

That authorization for Sanstor Farms Ltd. to apply to the Agricultural Land Commission for a non-farm use to allow the storage of sand at 14671 Williams Road, be approved.

CARRIED

Opposed: Cllr. Steves

9A. SPACE NEEDS FOR NON-PROFIT ORGANIZATIONS

(File Ref. No.)

A letter from the Richmond Community Services Advisory Committee (RCSAC), dated June 23, 2017, regarding a request to fund a review of space needs issues for non-profit organizations in the city was distributed (attached to and forming part of these minutes as Schedule 2).

Discussion ensued with regard to space needs for non-profit organizations in the city and the following **referral motion** was introduced:

It was moved and seconded

That staff examine the Richmond Community Services Advisory Committee's request for \$13,000 to complete the Richmond Non-Profit Review Project and report back with options at a future Planning Committee meeting.

Planning Committee
Tuesday, July 18, 2017

The question on the motion was not called as discussion ensued with regard to previous reports completed by staff on the matter.

In reply to queries from Committee, Cathryn Volkering Carlile, General Manager, Community Services, noted that staff can examine if previous staff reports on space needs can be applied to the RCSAC request.

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

10. **MANAGER'S REPORT**

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:45 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 18, 2017.

Councillor Linda McPhail
Chair

Evangel Biason
Legislative Services Coordinator

Schedule 1 to the Minutes of the
Planning Committee meeting of
Richmond City Council held on
Tuesday, July 18, 2017.

ON TABLE ITEM

Date: JULY 18, 2017
Meeting: PLANNING COMMITTEE
Item: 5 (TUI7-764698)



GREAT CANADIAN GAMING CORPORATION

July 14, 2017

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

To Whom It May Concern:

The purpose of this letter is to indicate that Great Canadian Gaming Corporation, the owner/operator of the River Rock Casino Resort, has no objection to the "Canada 150 – Winter Magic" proposed for the current Night Market location immediately adjacent to the River Rock complex, subject to a city-mandated traffic management plan ("TMP") that, as part of its purpose, mitigates impact to River Rock and its visitors.

Although our initial experience with the addition of the Night Market several years ago proved challenging for the River Rock operation and did negatively impact its business, those concerns have been largely resolved, but only because of the rigorous TMP that was a precondition of the Night Market's operating permit. Should that precondition also be mandated for the Canada 150 – Winter Magic event, we believe any congestion or site access issues will be mitigated.

Assuming the City grants an operating permit to the organizers of this proposed event, we wish them every success in the future.

Sincerely,

GREAT CANADIAN GAMING CORPORATION

Chuck Keeling
VP, Stakeholder Relations and Responsible Gaming



ON TABLE ITEM

Date: JULY 18, 2017
Meeting: PLANNING COMMITTEE
Item: 5 (T017-764698)



205 South Tower
5811 Cooney Road
Richmond, BC V6X 3M1

T 604.821.5474
F 604.821.5475

July 14, 2017

George Duncan
Chief Administrative Officer
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

RE: RICHMOND NIGHT MARKET TEMPORARY COMMERCIAL USE PERMIT

Dear George,

Tourism Richmond is providing this letter in support of the Richmond Night Market's application for a Temporary Commercial Use Permit for the continued operation of the event in the city of Richmond.

The Richmond Night Market, since its inception in 2000 has been a draw for both local and international visitors. The impact of the Night Market to the local visitor economy has over time been significant and we hope that it has the opportunity to continue to be a valued contributor to tourism.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Okabe".

Bruce Okabe
Chief Executive Officer
Tourism Richmond



Cc:

Neonila Lilova, Economic Development Manager, City of Richmond



RCSAC | Richmond Community Services Advisory Committee

June 23, 2017

To Mayor Brodie and Councillors, City of Richmond:

Over the last number of years the City of Richmond has experienced significant growth and building development. In the City Centre, many small, older buildings have been replaced with large, primarily residential, buildings. Although this growth and development has many benefits for the City, the impact on non-profit societies delivering essential social services in the community is increasingly problematic.

Many non-profit societies, with limited resources, lease space in these older buildings. As these buildings are demolished and replaced by new and more expensive buildings, increasingly non-profit societies are being displaced. Furthermore, in new areas, limited consideration has been given to the need for space for social services in these new, densely populated areas (e.g. area near the Oval). A thriving and healthy community must have a strong foundation of social services. These social services must be available and distributed throughout a community.

The Richmond Community Services Advisory Committee (RCSAC) has recognized the need to address the growing space needs issue for non-profit societies in Richmond for some time. To this end, RCSAC has endeavoured to gather information regarding the space needs of non-profits in Richmond through a number of online surveys. Although the RCSAC has made a valiant attempt in this regard, members lack the expertise and resources to develop, conduct and analyze the data. Consequently, the results of these surveys have not allowed the RCSAC or the City of Richmond staff to truly explore and understand the space needs of all non-profit societies in the City.

In 2016 a task group was created to explore the space needs issue. This committee was successful in obtaining a \$2500 grant from the *Richmond Community Foundation* to retain a consultant to develop the framework for a comprehensive review of the space needs issues for non-profit societies in Richmond. In January 2017 the *Richmond Non-Profit Space Review Phase #1: Summary of Current Status and Proposal for Next Steps* (attached) was completed and released. This first document reviewed the reports and work completed to date on this issue by the City of Richmond and the RCSAC and made the following recommendations:

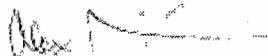
- Develop and administer an **updated, straightforward, "easy to fill out" survey that can both stand alone and be comparable across years, and that establishes agency-specific space needs** as well as the significance of the services these agencies provide the community.
- **Research and recommend alternative responses to address the non-profit organization space needs issue in the City of Richmond.**

In order to complete the recommended work, the consultant developed a work plan and budget. The complete cost of the second phase is \$23,000. The Task Group has been successful in obtaining a second grant for \$10,000 from the Richmond Community Foundation to help complete the work plan. The Task Group has worked hard to obtain funds and develop a framework and plan for this important work.

We are now requesting the City of Richmond to fund the remaining balance required to complete this important work. We know the City of Richmond's Mayor, Councillors and staff value the essential work of non-profit societies in our community. However, it is now time that the City of Richmond consider the implications of the rapid development in our City on the foundation of social services in Richmond. The completion of this important work will allow the City of Richmond to make strategic and fulsome decisions to support the preservation of a strong foundation of community and social services in our community. Furthermore, the work plan involves the development of a comprehensive survey of NPO's space needs which can be replicated each year. This will allow the City of Richmond, in partnership with the RCSAC, to track, monitor and analyze the space needs of NPO's in the City over time. This is essential work that has not been done to date.

Lastly, the City of Richmond has recently completed a review and analysis of their Affordable Housing Strategy. It is an ideal time, in association with the affordable housing consultancy work, to explore opportunities and cross-over between the City of Richmond's approach to Affordable Housing and their support for the space needs and sustainability of community social services.

Sincerely,



Chairs, Kathie Chiu and Alex Nixon, Richmond Community Services Advisory Committee (RCSAC)

cc. Cathy Carlile, Kim Somerville & Lesley Sherlock



City of Richmond

Report to Committee

To: Planning Committee **Date:** August 15, 2017
From: Cathryn Volkering Carlile
General Manager, Community Services **File:** 08-4057-01/2017
Re: **Housing Agreement Bylaw No. 9739 to Permit the City of Richmond to Secure Affordable Housing Units located at 7100 Elmbridge Way (Landa Elmbridge Holdings Ltd.)**

Staff Recommendation

That Housing Agreement (7100 Elmbridge Way) Bylaw No. 9739 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Development Permit DP – 15-700007.

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

Att. 2

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

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9739 (Attachment 1) to secure approximately 1,215 m² (13,076 ft²) or 14 affordable housing units in the proposed development located at 7100 Elmbridge Way (Attachment 2).

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

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

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

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

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

Strategic Direction #1: Expand Housing Choices

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

Landa Elmbridge Holdings Ltd. has applied to the City for issuance of a Development Permit in order to construct a 15-storey, mixed commercial and residential use podium and tower building with 24,295 m² (261,512 ft²) of residential floor area at 7100 Elmbridge Way. The site is zoned "Downtown Commercial (CDT1)". There is no rezoning associated with this proposal.

The Development Permit was endorsed by the Development Permit Panel on June 14, 2017. The registration of a Housing Agreement and Housing Covenant are conditions of the Development Permit, which secures 14 affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9739) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject development application involves a development consisting of approximately 257 market dwelling units, with an additional 14 affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Number of Units	Maximum Monthly Unit Rent	Total Maximum Household Income
1 bedroom	5	\$950	\$38,000 or less
2 bedroom	4	\$1,162	\$46,500 or less
3 bedroom	5	\$1,437	\$57,500 or less
Total	14		

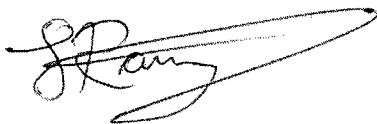
The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low-end market rental rates in perpetuity. The Housing Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces as well as the required affordable housing parking spaces. The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 14 affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9739 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure 14 affordable rental units that are proposed in association with Development Permit DP – 15-700007.



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

Att. 1: Bylaw No. 9739, Schedule A
Att. 2: Map of Subject Property



Housing Agreement (Landa Elmbridge Holdings Ltd.) Bylaw No. 9739

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 lands legally described as:

PID: 003-833-887 Lot 83 Section 5 Block 4 North Range 6 West New
Westminster District Plan 36650;

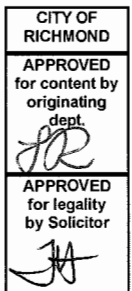
2. This Bylaw is cited as **"Housing Agreement (Landa Elmbridge Holdings Ltd.) Bylaw No. 9739"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Bylaw 9739

Schedule A

To Housing Agreement (Landa Elmbridge Holdings Ltd.) Bylaw No. 9739

HOUSING AGREEMENT BETWEEN LANDA ELMBRIDGE HOLDINGS LTD. AND THE
CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference August 21, 2017,

BETWEEN:

LANDA ELMBRIDGE HOLDINGS LTD. (INC. NO. BC1007449), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 1550-200 Burrard Street, Vancouver, British Columbia, V6C 3L6

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

AND:

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

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

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) **"City"** means the City of Richmond;
- (f) **"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;
- (g) **"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;
- (h) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands;
- (i) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;

- (j) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (k) **“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;
- (l) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,000 or less;
 - (ii) in respect to a one-bedroom unit, \$38,000 or less;
 - (iii) in respect to a two-bedroom unit, \$46,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$57,500 or less

provided that, commencing January 1, 2018, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. 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;

- (m) **“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
- (n) **“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, dated for reference September __, 2017, and registered under number CA_____, as it may be amended or replaced from time to time;

- (o) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) **“Lands”** means PID: 003-833-887, Lot 83, Section 5, Block 4 North, Range 6 West, New Westminster District Plan 36650, and including a building or a portion of a building, into which said land(s) is or are Subdivided;
- (r) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **“LTO”** means the New Westminster Land Title Office or its successor;
- (t) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (u) **“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;
- (v) **“Permitted Rent”** means no greater than:
 - (i) \$850.00 a month for a bachelor unit;
 - (ii) \$950.00 a month for a one-bedroom unit;
 - (iii) \$1,162.00 a month for a two-bedroom unit; and
 - (iv) \$1,437.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2018, the rents set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. 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*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. 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;

- (w) **“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;
- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (y) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (z) **“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*;
- (aa) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (bb) **“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) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; 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. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as 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.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;

- (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
- (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
 - (iii) the Owner is no otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

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 If the Owner sells or transfers one (1) or more Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.4 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
 - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any move-in/move-out fees, 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, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, that 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 cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(l) 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 3.4(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) 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 3.4(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.5 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 indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that the Strata Corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the

Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect 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 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the

market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

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

7.4 **Management**

The Owner covenants and agrees that it will 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.

7.5 **Indemnity**

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

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

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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.

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the 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.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 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.

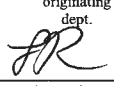

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LANDA ELMBRIDGE HOLDINGS LTD. (INC. NO. BC1007449)

by its authorized signatory(ies):

Per: 
Name: _____

Per: 
Name: _____

<p>CITY OF RICHMOND</p> <p>APPROVED for content by originating dept.</p> <p></p>
<p>APPROVED for legality by Solicitor</p> <p></p>
<p>DATE OF COUNCIL APPROVAL</p>

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

UNITED OVERSEAS BANK LIMITED (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 Land Title Office under numbers CA5897454 and CA5897455, respectively (together, the "**Charges**").

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

UNITED OVERSEAS BANK LIMITED

by its authorized signatory(ies):

Per:

Name:

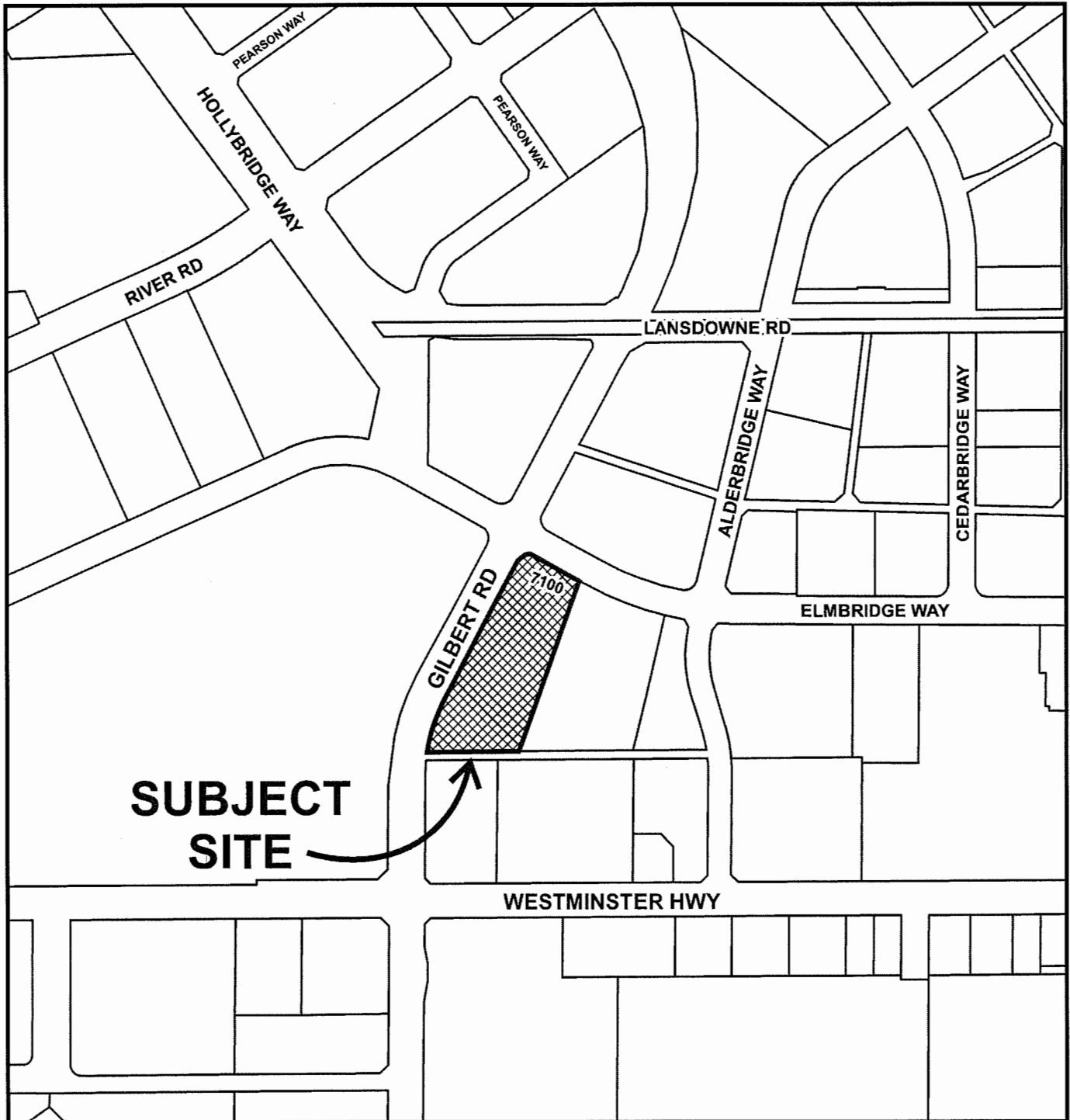

Jane Taylor
VP, Corporate Banking

Per:

Name:



City of
Richmond



**SUBJECT
SITE**



7100 Elmbridge Way

Original Date: 08/16/17

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee **Date:** August 15, 2017
From: Cathryn Volkering Carlile
General Manager, Community Services **File:** 08-4057-01/2017
Re: **Housing Agreement Bylaw No. 9544, Amendment Bylaw No. 9754 to Permit the City of Richmond to Secure Affordable Housing Units located at 9251 & 9291 Alexandra Road (1083465 B.C. Ltd)**

Staff Recommendation

That Housing Agreement (9251 & 9291 Alexandra Road) Bylaw No. 9544, Amendment Bylaw No. 9754, be introduced and given first, second, and third readings to permit the City to amend the existing Housing Agreement pursuant to an Amending Agreement substantially in the form attached as Schedule A to the bylaw, in accordance with the requirements of s. 905 of the *Local Government Act*, to secure the Affordable Housing Units required by Development Permit Application DP 12-613923.

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

Att. 2

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

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9544 (Attachment 1), Amendment Bylaw No. 9754, to secure 631.5 m² (6797.5 ft²) or eight affordable housing units in the proposed development located at 9251 & 9291 Alexandra Road (Attachment 2).

Amendment Bylaw No. 9754 reflects the ownership change of the site from 0911243 BC Ltd. – Incorp. #BC0911243 to 1083465 B.C. Ltd. – Incorp. #BC1083465. Due to changes in ownership, the Housing Agreement must be amended by bylaw to reflect the new arrangement

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

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

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

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

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

Strategic Direction #1: Expand Housing Choices

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

Jingon Development Group has applied to the City for permission to develop two four-storey buildings with a small commercial area (185.8m² or 2,000ft²) on the ground floor fronting onto Alexandra Road, over one level of underground parking at 9251 and 9291 Alexandra Road. The sites are vacant. The site is being rezoned from "Single Detached (RS1F)" to "Residential/Limited Commercial (ZMU20) – Alexandra Neighbourhood (West Cambie)." At the Public Hearing, held June 20, 2011, Council gave second and third reading to the rezoning (RZ 10-534751) for the overall development. The proposed development will introduce approximately 132 units of residential apartments, including eight units; will be secured as affordable housing units in accordance with the City's Affordable Housing Strategy.

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

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

Analysis

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

Unit Type	Number of Units	Maximum Monthly Rent	Total Household Annual Income
1 bedroom	1	\$950	\$38,000 or less
2 bedroom	7	\$1,162	\$46,500 or less
	8 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 rent rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces (i.e. parking spaces). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the eight affordable rental housing units.

Financial Impact

None.

Conclusion

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



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

- Att. 1: Bylaw No. 9544, Amendment Bylaw No. 9754
2: Map of Subject Property



**Housing Agreement (9251 Alexandra Road) Bylaw No. 9544,
Amendment Bylaw No. 9754**

The Council of the City of Richmond enacts as follows:

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

PID: 000-635-987 West Half Lot 24, Block B, Section 34, Block 5, North Range 6 West,
New Westminster District Plan 1224.

2. This Bylaw is cited as **"Housing Agreement (9251 Alexandra Road) Bylaw No. 9227, Amendment Bylaw No. 9754"**.

FIRST READING

SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

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

Schedule A to Bylaw No. 9754

To Housing Agreement (9251 Alexandra Road) Bylaw No. 9227, Amendment Bylaw No. 9754

AMENDMENT TO HOUSING AGREEMENT BETWEEN the City of Richmond and 1083465
B.C. Ltd

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference the 18 day of August, 2017.

BETWEEN:

1083465 B.C. LTD. (Incorporation No. BC1083465),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 201 – 201 -6011
Westminster Highway, Richmond, British Columbia, V7V 4V4

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

AND:

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

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

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

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

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

- (h) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (i) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ____ day of _____, 2017, under number _____, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:

PID: No PID, Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP59694
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are

Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;

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

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

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

(q) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

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

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

(t) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

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

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

1.2 In this Agreement:

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

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

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

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

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

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

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

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

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

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

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

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

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

ARTICLE 6 DEFAULT AND REMEDIES

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

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

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

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

7.2 **Modification**

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

7.3 **Management**

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

7.4 **Indemnity**

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

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

7.5 **Release**

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

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

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

7.6 Survival

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

7.7 Priority

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

7.8 City's Powers Unaffected

This Agreement does not:

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

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

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

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

7.10 No Public Law Duty

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

7.11 Notice

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

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

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

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

7.12 Enuring Effect

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

7.13 Severability

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

7.14 Waiver

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

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

7.15 Sole Agreement

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

7.16 Further Assurance

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

7.17 Covenant Runs with the Lands

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

7.18 Equitable Remedies

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

7.19 No Joint Venture

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

7.20 Applicable Law

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

7.21 Deed and Contract

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

7.22 Joint and Several

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

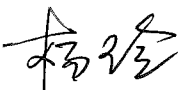
7.23 Limitation on Owner's Obligations

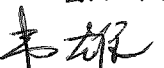
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while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

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

1083465 B.C. LTD.

by its authorized signatory(ies):

Per: 
Name: LING YANG

Per: 
Name: XIONG WEI

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*.

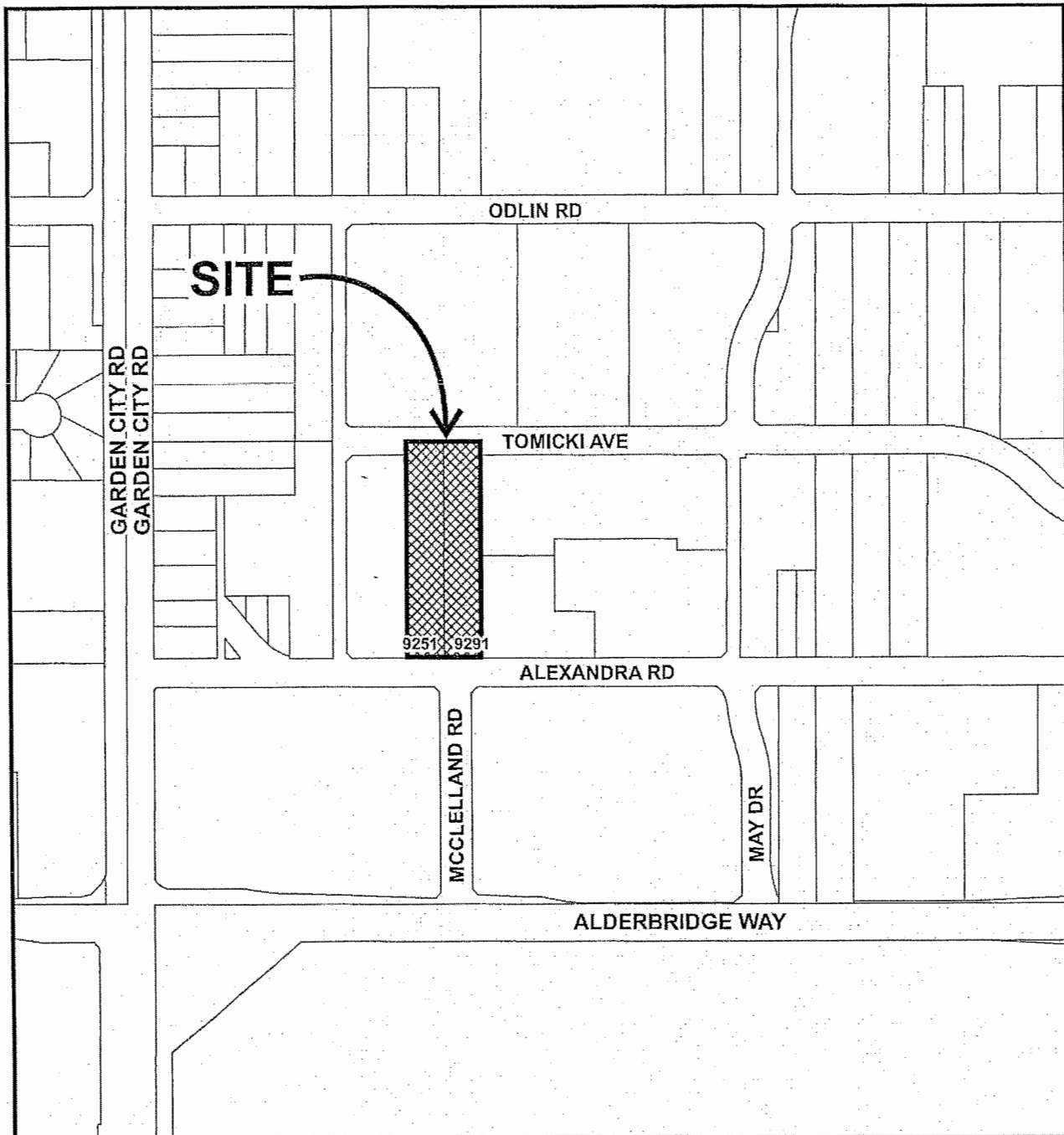
DECLARED BEFORE ME at the City of _____)
_____, in the Province of British Columbia, this _____ day of _____)
_____, 20____.)

A Commissioner for Taking Affidavits in the Province of British Columbia)

DECLARANT



City of
Richmond



9251 & 9291 Alexandra Road

Original Date: 06/14/16

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee Planning and Development Division

To: Planning Committee
From: Wayne Craig
Director, Development

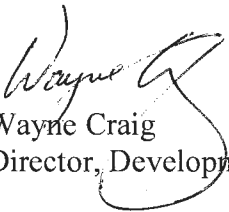
Date: August 21, 2017

File: RZ 16-732500

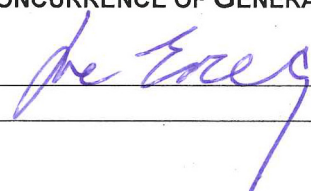
Re: Application by Westmark Development Ltd. for Rezoning at 7580 Ash Street from Single Detached (RS1/F) to Single Detached (RS2/E) and Single Detached (ZS14) – South McLennan (City Centre)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9702, for the rezoning of 7580 Ash Street from the “Single Detached (RS1/F)” zone to the “Single Detached (RS2/E)” zone and the “Single Detached (ZS14) – South McLennan (City Centre)” zone, be introduced and given first reading.


Wayne Craig
Director, Development

WC:sds
Att. 6

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

Staff Report

Origin

Westmark Development Ltd. has applied to the City of Richmond for permission to rezone the property at 7580 Ash Street from the “Single Detached (RS1/F)” zone to the “Single Detached (RS2/E)” zone (western portion) and the “Single Detached (ZS14) – South McLennan (City Centre)” zone (eastern portion), to permit the property to be subdivided into two single-family lots. Vehicle access to the western lot is proposed from Ash Street and a new extension of Armstrong Street for the eastern lot (Attachment 1). The site is currently occupied by a newly constructed single-family dwelling located on the western portion of the lot, which will remain. A site survey showing the proposed subdivision plan is included in Attachment 2.

Findings of Fact

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

Surrounding Development

Development immediately surrounding the site is as follows:

- To the North & South: Single-family dwellings on lots zoned “Single Detached (RS1/F)” fronting Ash Street.
- To the East: Property zoned “Single Detached (RS1/F)” and “Single Detached (ZS14) – South McLennan (City Centre)” with a pending Subdivision application to create five single-family lots.
- To the West: Across Ash Street, the City-owned Paulik Park.

Related Policies & Studies

Official Community Plan/City Centre Area – McLennan South Sub-Area Plan

The Official Community Plan (OCP) land use designation for the subject property is “Neighbourhood Residential” (NRES). The City Centre Area – McLennan South Sub-Area Plan land use designation for the subject property is “Residential, Historic Single Family” (Attachment 4). The Plan identifies minimum lot sizes along Ash Street (minimum 18 m (59 ft.) frontage and 550 m² (5,920 ft²) area) and along Armstrong Street (minimum 11.3 m (37 ft.) frontage and 320 m² (3,444 ft²) area). The proposed lot along Ash Street will be approximately 20 m (66 ft.) wide and 845 m² (9,095 ft²) in area and the proposed lot along Armstrong Street will be approximately 20 m (66 ft.) wide and 830 m² (8,941 ft²) in area. The proposed rezoning and subdivision would comply with these designations and lot configuration requirements.

The Area Plan would allow for two adjacent lots to rezone and subdivide to create three lots fronting Armstrong Street. The applicant has contacted the adjacent property owners to make them aware of the application and to determine if they were interested in rezoning at this time.

The applicant has advised staff in writing that both property owners are aware of the proposal to create two lots (including one large lot fronting Armstrong Street), are not interested in pursuing redevelopment at this time and have no specific objections to the rezoning application as proposed.

Floodplain Management Implementation Strategy

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

Public Consultation

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

Should the Planning Committee endorse this application and Council grant 1st reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Proposed Rezoning and Subdivision

The applicant is proposing to rezone the subject site and subdivide into two single-family lots, in order to retain the newly constructed single-family dwelling on the western portion of the site (proposed Lot A) and construct an additional dwelling on the eastern portion of the site (proposed Lot B). Two separate zones are required to accommodate the purpose, "Single Detached (RS2/E)" (west lot) and "Single Detached (ZS14) – South McLennan (City Centre)" (east lot). No further development is proposed on Lot A.

The applicant provided a signed and sealed plan from a registered BC Land Surveyor confirming the existing buildings and structures of proposed Lot A meet the setback, coverage and density requirements of the proposed "Single Detached (RS2/E)" zoning.

If the subject rezoning is approved, it is anticipated that 7560 Ash Street would rezone and subdivide into two lots (one fronting Ash Street and one fronting Armstrong Street) as is currently proposed for the subject site. It is further noted that there is an existing rezoning and subdivision application at 7540 Ash Street, which has received third reading, also proposing to create two lots (including one large lot fronting Armstrong Street).

Transportation and Site Access

Vehicle access to the western lot (Lot A) is to be from Ash Street and vehicle access to the eastern lot (Lot B) is to be from a new extension of Armstrong Street.

Vehicle access to the proposed eastern lot is dependent on the completion of the road works associated with the Servicing Agreement (SA 11-559046) for the adjacent development to the east (7531 Bridge Street), which is currently in circulation. Prior to final adoption of the rezoning bylaw, the developer is required to register a legal agreement on Title of the proposed lots to ensure that prior to Subdivision approval, construction of all road works required as part of this servicing agreement are completed.

The length of the Armstrong Street extension creates a road which is greater than 90 m without a secondary emergency access. Prior to Subdivision approval, the application will be required to register a restrictive covenant on Title to ensure the proposed new dwelling fronting Armstrong Street (Lot B) will have a fire sprinkling system installed. The Fire Department has reviewed the proposal and has no other concerns.

Tree Retention and Replacement

A Certified Arborist's Report was submitted by the applicant for the eastern portion of the site (proposed Lot B), which identifies tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 11 bylaw-sized trees on-site and three trees located on neighbouring properties.

The Arborist's recommendations include retaining one neighbouring tree (tag# 21), and removing five on-site trees due to poor condition (tag# 10, 11, 12, 13 & 14). Six trees (tag# 15, 16, 17, 18, 19 & 20) 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 is identified in the Area Plan. Two trees on the neighbouring development site were identified and approved for removal under RZ 10-539727 (tag# 22 & 23). Tree Preservation staff have reviewed the Arborist's Report, conducted an on-site visual tree assessment, and concur with the Arborist's recommendations.

Tree Protection

The proposed Tree Management Diagram is shown in Attachment 5, which outlines the protection of the one tree (tag# 21) on the neighbouring property. Prior to the demolition of the existing dwelling on the subject site, the applicant is required to install tree protection fencing around all trees to be retained, in accordance with the City's Tree Protection Information Bulletin TREE-03.

To ensure protection of the one tree, prior to final adoption of the rezoning bylaw, the applicant is required to submit to the City a contract with a Certified Arborist for supervision of all works conducted within or in close proximity to tree protection zones.

Tree Replacement

For the removal of the five trees on the eastern portion of the site (proposed Lot B), the OCP tree replacement ratio goal of 2:1 requires 10 replacement trees to be planted and maintained on-site. The applicant has proposed to plant and maintain four replacement trees on Lot B. Tree

protection and replacement requirements for proposed Lot A were addressed through the Building Permit for the existing dwelling.

As per Tree Protection Bylaw No. 8057, based on the sizes of the on-site trees being removed (18-30 cm dbh), replacement trees shall be the following minimum sizes:

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

To ensure that four replacement trees are planted on-site at development stage, the applicant is required to submit a Landscaping Security in the amount of \$2,000 (\$500/tree) prior to final adoption of the rezoning bylaw. Securities will not be released until a landscaping inspection has been passed by City staff after construction and landscaping has been completed. The City may retain a portion of the security for a one year maintenance period from the date of the landscape inspection.

The applicant is also required to submit a cash-in-lieu contribution in the amount of \$3,000 (\$500/tree) to the City's Tree Compensation Fund for the balance of required replacement trees not planted on the proposed lot (6 trees).

Affordable Housing Strategy

The City's Affordable Housing Strategy for single-family rezoning applications received prior to July 24, 2017, requires a secondary suite on 100% of new lots, or a secondary suite on 50% of new lots, plus a cash-in-lieu contribution of \$2.00/ft² of total buildable area towards the City's Affordable Housing Reserve Fund for the remaining 50% of new lots, or a 100% cash-in-lieu contribution if secondary suites cannot be accommodated.

The newly constructed dwelling on the proposed western lot does not contain a secondary suite. The applicant will provide a voluntary contribution to the Affordable Housing Reserve Fund based on \$2.00/ft² of total buildable area (i.e. \$7,957.22) in-lieu of providing a secondary suite, consistent with the Affordable Housing Strategy. The cash-in-lieu contribution must be submitted prior to final adoption of the rezoning bylaw.

On the proposed eastern lot, the applicant proposes to provide a legal secondary suite. 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 Richmond Zoning Bylaw 8500. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the developer is required to provide a 9.0 m wide road dedication along the entire east property line of the subject property for extension of Armstrong Street.

At Subdivision stage, the developer is required to enter into a Servicing Agreement for the design and construction of engineering infrastructure and frontage improvements, as described in Attachment 6. Frontage improvements include, but are not limited to, the following:

- Armstrong Street: pavement widening, new 1.5 m wide concrete sidewalk at the new property line, 1.5 m wide treed/grassed boulevard and 0.15 m wide curb and gutter.
- Ash Street: road widening, new 1.75 m wide concrete sidewalk at the property line, 3.1 m wide treed/grassed boulevard and 0.15 m wide curb and gutter.

Also at Subdivision stage, the developer is required to pay Property Taxes, Development Cost Charges, School Site Acquisition Charge, Address Assignment Fees, and the costs associated with the completion of the design and construction of engineering infrastructure and frontage improvements as described in Attachment 6.

Financial Impact or Economic Impact

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

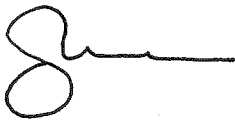
Conclusion

The purpose of this rezoning application is to rezone the property at 7580 Ash Street from the "Single Detached (RS1/F)" zone to the "Single Detached (RS2/E)" zone (western portion) and the "Single Detached (ZS14) – South McLennan (City Centre)" zone (eastern portion), to permit the property to be subdivided into two single-family lots.

This rezoning application complies with the land use designations and applicable policies contained within the OCP and Area Plan for the subject site.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9702 be introduced and given first reading.



Steven De Sousa
Planning Technician - Design

SDS:rg

Attachment 1: Location Map/Aerial Photo

Attachment 2: Proposed Subdivision Plan

Attachment 3: Development Application Data Sheet

Attachment 4: City Centre Area – McLennan South Sub-Area Plan Land Use Map

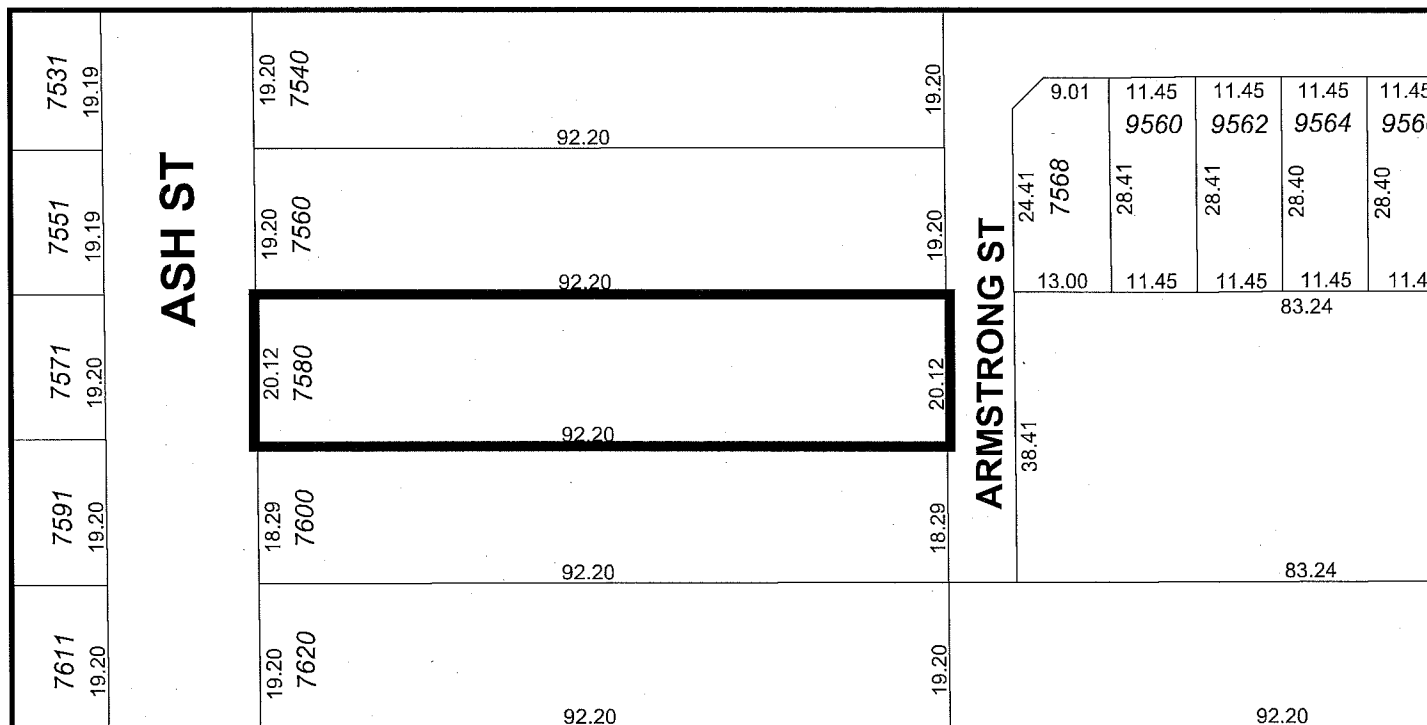
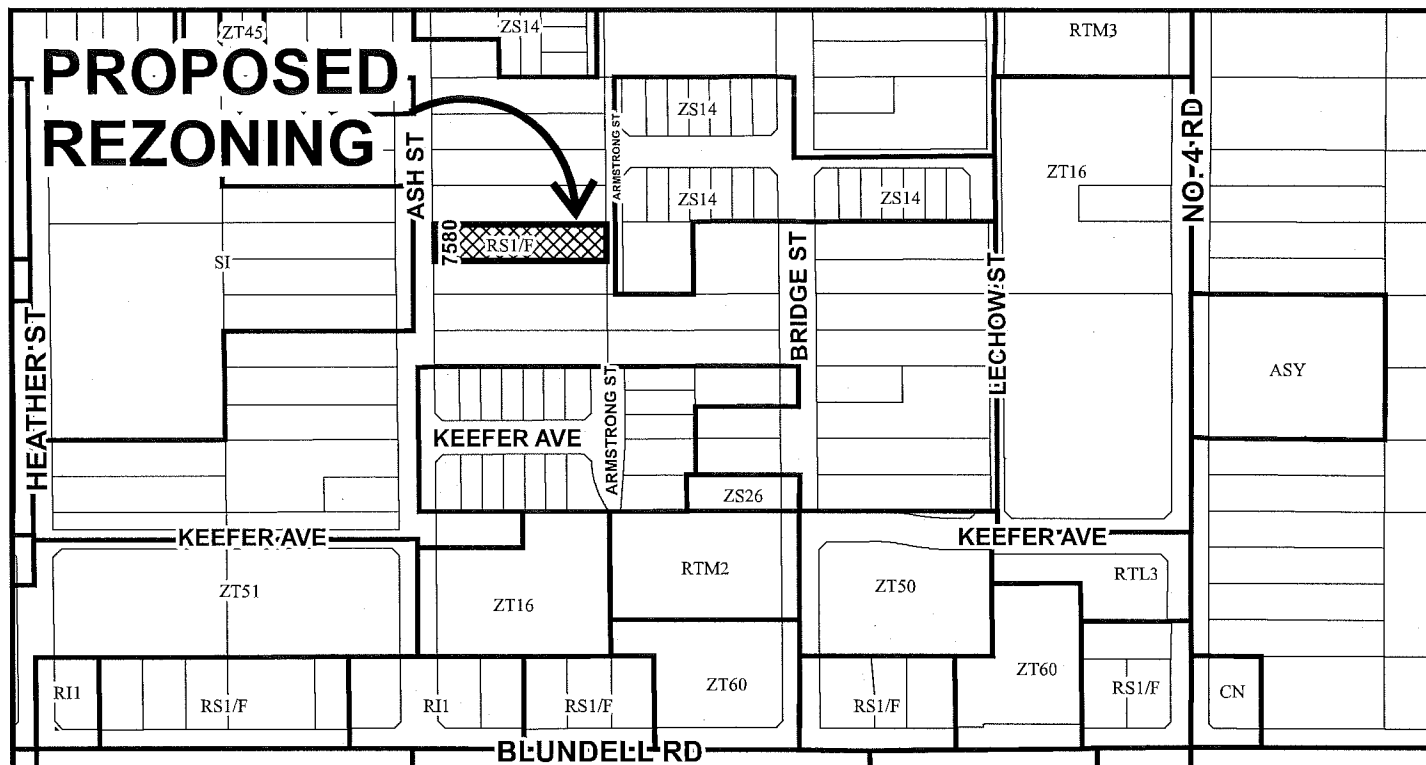
August 21, 2017

- 7 -

RZ 16-732500

Attachment 5: Tree Management Plan
Attachment 6: Rezoning Considerations

City of
Richmond

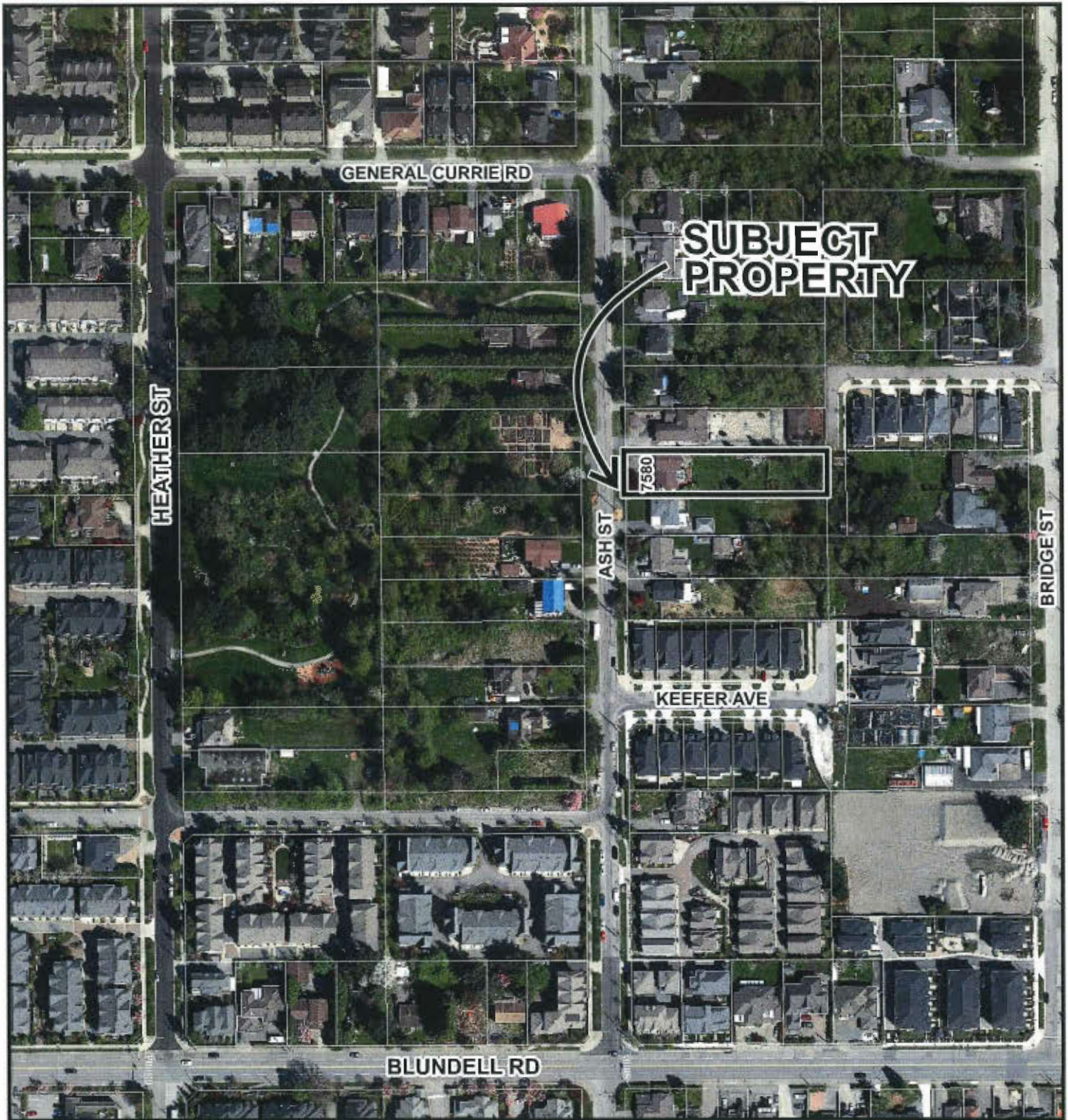


RZ 16-732500
PLN - 76

Note: Dimensions are in METRES



City of
Richmond



RZ 16-732500

PLN - 77

Original Date: 06/07/16

Revision Date: 08/24/17

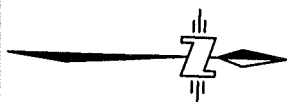
Note: Dimensions are in METRES

PLAN SHOWING PROPOSED SUBDIVISION OF LOT 4 EXCEPT: PCL. "A", EXP PLAN 33316; BLK F; SEC. 15 BLK4N, RGE.6 WEST, N.W.D., PLAN 1207

SCALE = 1:300

CIVIC ADDRESS: 7580 ASH STREET
RICHMOND, BC

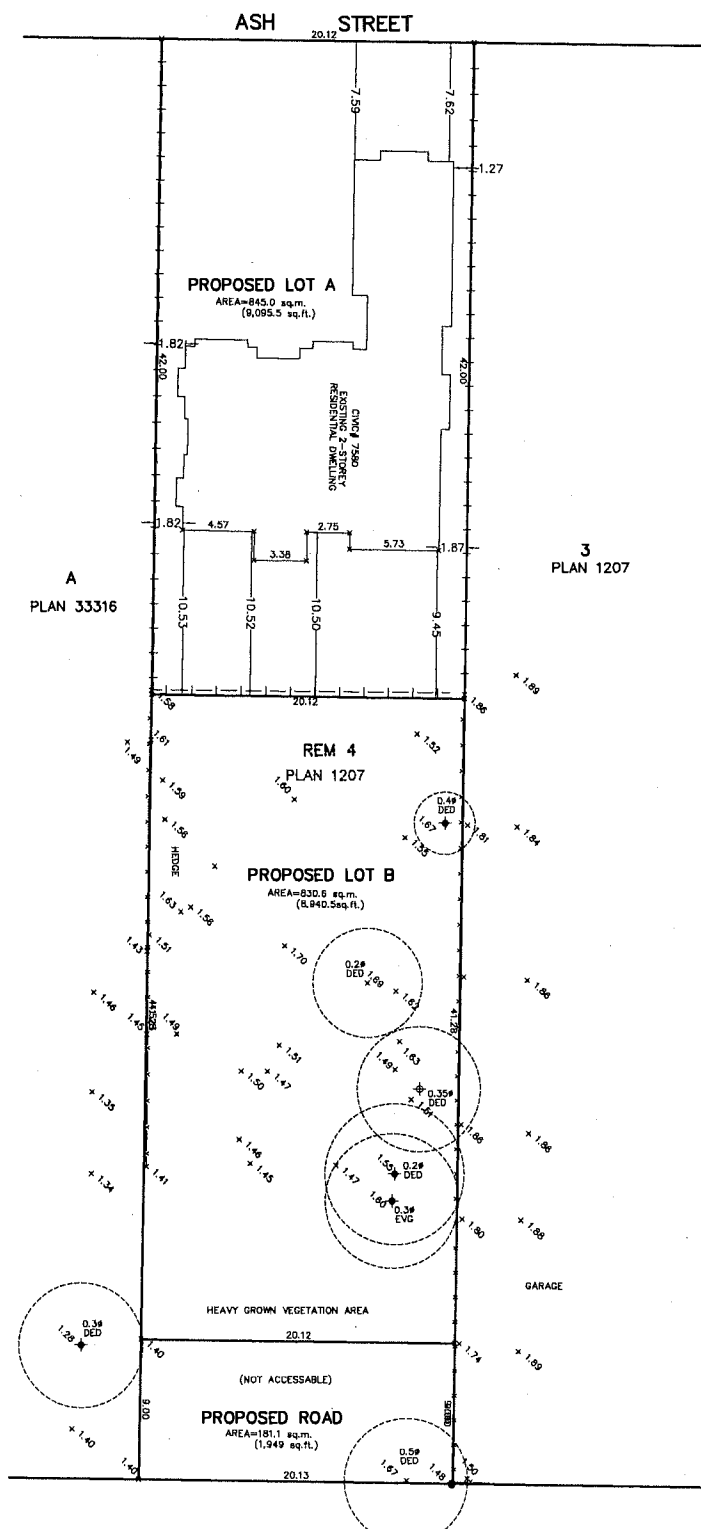
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BENCHMARK
ELEVATIONS ARE BASED ON:
CITY OF RICHMOND SECONDARY
BENCH MARK #478
ELEVATION = 1.459 METRE
GEODETIC DATUM = CVD28GVRD

LEGEND:

- +12.34 GROUND ELEVATION
- (X) TREE WITH DRIPLINE
(TIED AT POINT OF ENTRY INTO THE GROUND)
- X-X-X WOOD FENCE
- LEGAL IRON PIN



CERTIFIED CORRECT ACCORDING TO FIELD
SURVEY THIS 2nd DAY OF JULY, 2017.

RICHARD S FU

B.C.L.S.

PLN - 78



3817 McKAY PLACE
RICHMOND BC V6X 3R6
TEL: 604-313-2883
FILE: 1506-009



RZ 16-732500

Attachment 3

Address: 7580 Ash Street

Applicant: Westmark Development Ltd.

Planning Area(s): City Centre – McLennan South

	Existing	Proposed
Owner:	H., H., & S. Bains	To be determined
Site Size:	1,856.7 m ² (19,985 ft ²)	Lot A: 845.0 m ² (9,095 ft ²) Lot B: 830.6 m ² (8,941 ft ²) Road Dedication: 181.1 m ² (1,949 ft ²)
Land Uses:	Single-family residential	No change
OCP Designation:	Neighbourhood Residential	Complies
Area Plan Designation:	Residential, Historic Single-Family	Complies
Zoning:	Single Detached (RS1/F)	Lot A: Single Detached (RS2/E) Lot B: Single Detached (ZS14) – South McLennan (City Centre)
Number of Units:	1	2

On Future Subdivided Lots	Bylaw Requirement (Lot A – RS2/E)	Existing (Lot A)	Bylaw Requirement (Lot B – ZS14)	Proposed (Lot B)	Variance
Floor Area Ratio:	Max. 0.55 for 464.5 m ² of lot area + 0.3 for remainder	Max. 0.55 for 464.5 m ² of lot area + 0.3 for remainder	Max. 0.55 for 464.5 m ² of lot area + 0.3 for remainder	Max. 0.55 for 464.5 m ² of lot area + 0.3 for remainder	None Permitted
Buildable Floor Area:*	Max. 369.6 m ² (3,978 ft ²)	367.4 m ² (3,955 ft ²)	Max. 365.3 m ² (3,932 ft ²)	Max. 365.3 m ² (3,932 ft ²)	None Permitted
Lot Coverage Building:	Max. 45%	38%	Max. 45%	Max. 45%	None
Non-Porous:	Max. 70%	65%	Max. 70%	Max. 70%	
Landscaping:	Min. 30%	35%	Min. 25%	Min. 25%	
Lot Size:	Min. 550.0 m ²	845.0 m ²	Min. 320.0 m ²	830.6 m ²	None
Lot Dimensions:	Width: 18.0 m Depth: 24.0 m	Width: 20 m Depth: 42 m	Width: 11.3 m Depth: 24.0 m	Width: 20 m Depth: 41 m	None

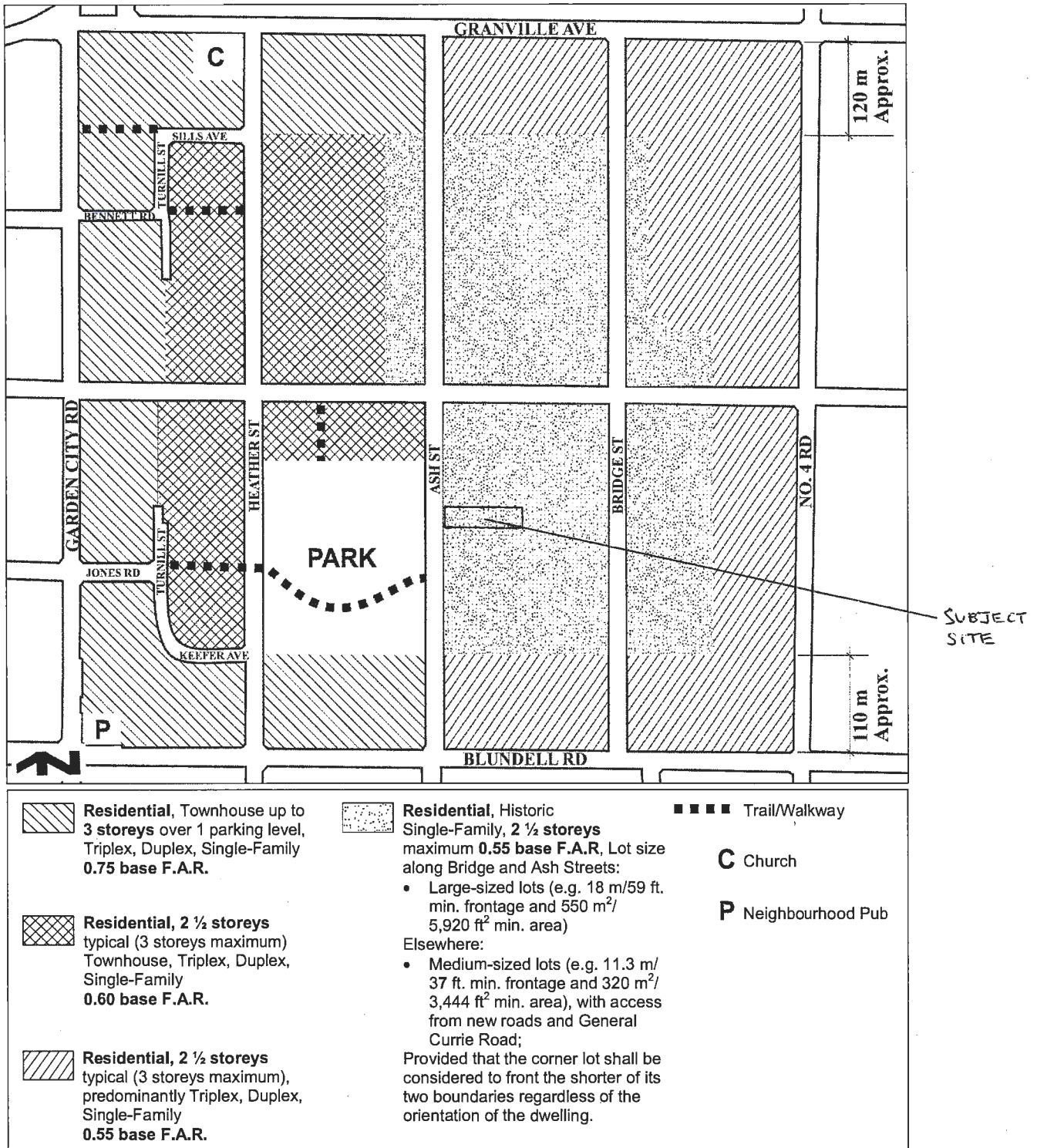
On Future Subdivided Lots	Bylaw Requirement (Lot A – RS2/E)	Existing (Lot A)	Bylaw Requirement (Lot B – ZS14)	Proposed (Lot B)	Variance
Setbacks:	Front: Min. 6.0 m Rear (60%): Min. 8.4 m Rear (40%): Min. 10.5 m Side: Min. 2.0 m	Front: 7.6 m Rear (60%): 8.6 m Rear (40%): 10.5 m Side: 2.0 m	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	None
Height:	Max. 2 ½ storeys	Max. 2 ½ storeys	Max. 2 ½ storeys	Max. 2 ½ storeys	None

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

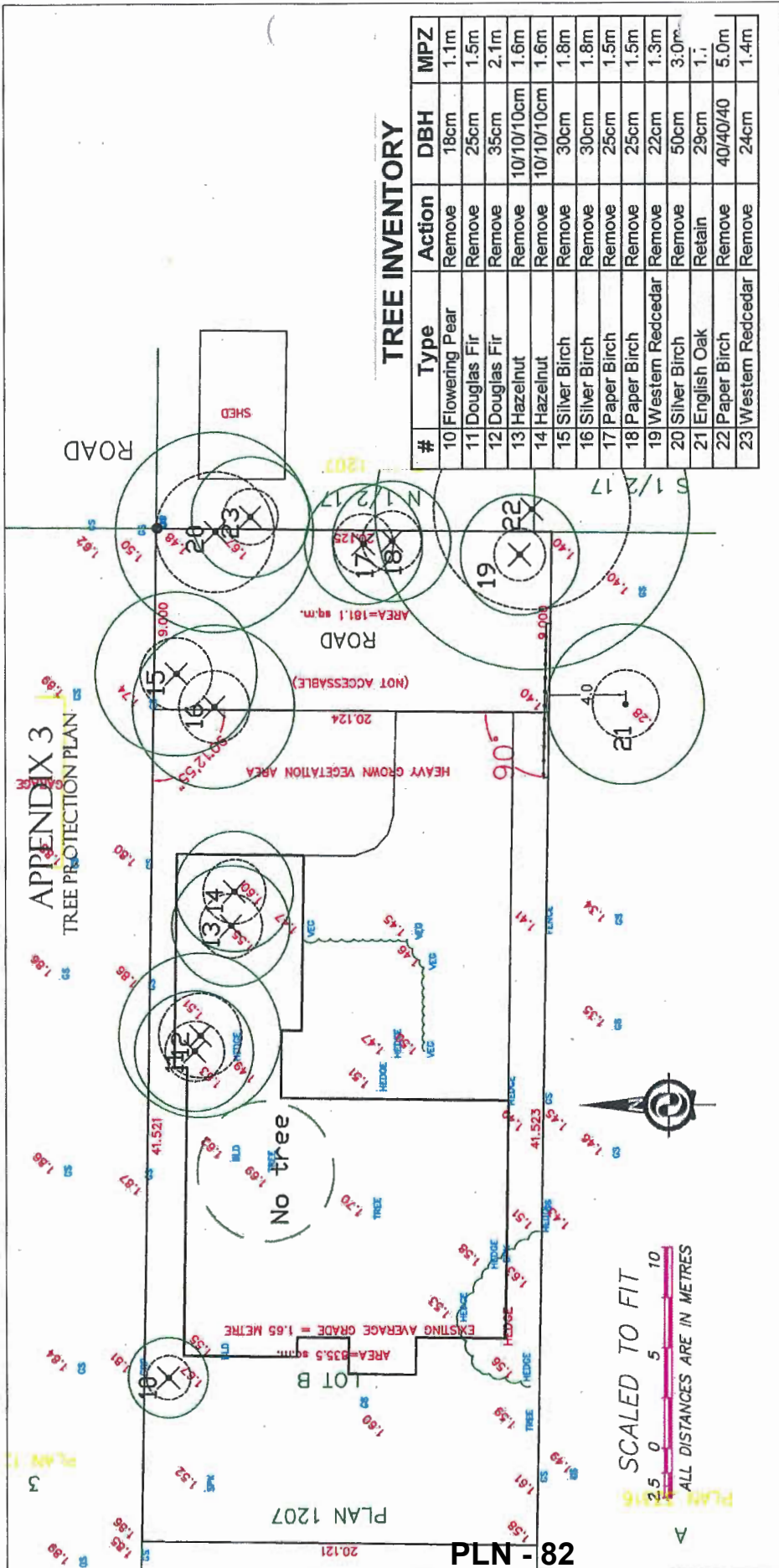
* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

City of Richmond

Land Use Map

Bylaw 9106
2015/09/14

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



TREE INVENTORY

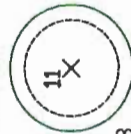
#	Type	Action	DBH	MPZ
10	Flowering Pear	Remove	18cm	1.1m
11	Douglas Fir	Remove	25cm	1.5m
12	Douglas Fir	Remove	35cm	2.1m
13	Hazelnut	Remove	10/10/10cm	1.6m
14	Hazelnut	Remove	10/10/10cm	1.6m
15	Silver Birch	Remove	30cm	1.8m
16	Silver Birch	Remove	30cm	1.8m
17	Paper Birch	Remove	25cm	1.5m
18	Paper Birch	Remove	25cm	1.5m
19	Western Redcedar	Remove	22cm	1.3m
20	Silver Birch	Remove	50cm	3.0m
21	English Oak	Retain	29cm	1.1
22	Paper Birch	Remove	40/40/40	5.0m
23	Western Redcedar	Remove	24cm	1.4m

- NOTES:
1. SITE LAYOUT INFORMATION AND TREE SURVEY DATA PER SUPPLIED DRAWING
 2. REFER TO ATTACHED TREE PROTECTION PLAN FOR TREE SPECIES, STEM DIAMETER, HEIGHT, CANOPY SPREAD AND CONDITION.
 3. ALL MEASUREMENTS ARE METRIC

LEGEND



TREE PROPOSED FOR REMOVAL



Page 8

Froggers Creek Tree Consultants Ltd	7500 Ash Street Richmond BC
7503 MacKenzie Avenue, Burnaby BC V5C 4H4 Telephone: 604-271-0022 Fax: 604-437-0970	
TREE PROTECTION PLAN	
THE DRAWING PLANTS ALL TREES, PROPOSED FOR RETENTION, REMOVAL, THEIR CANOPIES, PROTECTION FENCING AND PROTECTION FENCING IN RELATION TO PROPOSED LAYOUT	
Drawn by: cm	April 23, 2018



Address: 7580 Ash Street

File No.: RZ 16-732500

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9702, the developer is required to complete the following:

1. Road dedication along the entire east property line measuring 9.0 m wide and 181.1 m² in area for the extension of Armstrong Street.
2. Submission of a Landscape Security of \$2,000 (\$500/tree) to ensure that a total of four replacement trees (one located within 6.0 m of the front lot line) are planted and maintained on the proposed eastern lot (Lot B) with the following minimum sizes:

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

The security will not be released until a landscaping inspection is passed by City staff. The City may retain a portion of the security for a one-year maintenance period.

3. City's acceptance of the developer's offer to voluntarily contribute \$3,000 to the City's Tree Compensation Fund for the planting of replacement trees within the City.
4. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
5. Registration of a flood indemnity covenant on Title.
6. Registration of a legal agreement on Title ensuring that prior to Subdivision approval, the road works associated with the Servicing Agreement (SA 11-559046) for the adjacent development to the east (7531 Bridge Street) are completed.
7. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on the proposed eastern lot (Lot B), to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
8. The City's acceptance of the applicant's voluntary contribution of \$2.00 per buildable square foot of the single-family developments (i.e. \$7,957.22) to the City's Affordable Housing Reserve Fund.

Prior to Demolition Permit* Issuance, the developer is required to complete the following:

1. Installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin TREE-03 prior to any works being conducted on-site, and must remain in place until construction and landscaping on-site is completed.

Prior to Subdivision* Approval, the developer is required to complete the following:

1. Registration of a legal agreement on Title to ensure the proposed dwelling on Armstrong Street has a fire sprinkling system installed (the length of the Armstrong Street extension creates a road which is greater than 90 m without a secondary emergency access).
2. Payment of the current year's property taxes, Development Cost Charges, School Site Acquisition Charge, Address Assignment Fees, and the costs associated with the completion of the design and construction of engineering infrastructure and frontage improvements.
3. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure and frontage improvements, including (but not limited to) the following:

Water Works:

- Using the OCP Model, there is 348.0 L/s and 243.0 L/s of water available at a 20 psi residual at the Ash St frontage and Armstrong St frontage, respectively. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
 - Install approximately 20m of new 200mm PVC watermain along the lot's Armstrong Street frontage within the future lane dedication of 7531 Bridge Street, complete with a new fire hydrant and blow-off located at the south property line.
 - Install a new 25mm water service connection off of the new watermain on Armstrong St complete with meter and meter box, located at the south property line.
 - Retain the existing 25mm water service connection at the Ash St. frontage.
- At Developer's cost, the City is to:
 - Perform all tie-ins for proposed works to existing City infrastructure.

Storm Sewer Works:

- The Developer is required to:
 - Install approximately 20m of new 600mm storm sewer along the lot's Armstrong Street frontage within the future lane dedication of 7531 Bridge Street, complete with a new manhole at the south property line and at the tie-in to the existing sewer to the north.
 - Install a new storm service connection for the lot fronting Armstrong Street. The newly installed manhole may serve as the inspection chamber provided hydraulic requirements are met.
 - Retain the existing storm service connection at the Ash Street frontage.
- At Developer's cost, the City is to:
 - Perform all tie-ins for proposed works to existing City infrastructure.

Sanitary Sewer Works:

- The Developer is required to:
 - Install a new 200 mm sanitary sewer along the lot's Armstrong Street frontage complete with manhole at the south property line and tie-in to the existing sewer at the north. The alignment may:
 - Option 1: be approximately 40 m long and located within the future lane dedication along the west property line of 7531 Bridge Street, complete with a new manhole at the tie-in point to the north, OR
 - Option 2: be approximately 25 m long and tie-in to the future sanitary sewer for 7560/7540 Ash Street, should the servicing agreement works for 7560/7540 Ash Street proceed prior to or concurrently with 7580 Ash Street. The design for the sanitary sewer for 7580 Ash Street should be coordinated with the design for 7560/7540 Ash Street.
 - Install a new sanitary service connection for the lot fronting Armstrong Street complete with inspection chamber off of the newly installed sanitary sewer.
 - Retain the existing sanitary service connection at the Ash Street frontage.
- At Developer's cost, the City is to:
 - Perform all tie-ins for proposed works to existing City infrastructure.

Frontage Improvements:

- The Developer is required to:
 - Coordinate with BC Hydro, Telus and other private communication service providers:
 - To underground Hydro service lines.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).

- Provide Type 1 decorative luminaire poles with Zed 10G-100W-HPS lights along the development's new Armstrong Street frontage.
- Complete other frontage improvements as per Transportation's requirements, including (but not limited to) the following:
 - Armstrong Street: pavement widening, new 1.5 m wide concrete sidewalk at the new property line, 1.5 m wide treed/grassed boulevard and 0.15 m wide curb and gutter (refer to SA 07-368221).
 - Ash Street: road widening, new 1.75 m wide concrete sidewalk at the property line, 3.1 m wide treed/grassed boulevard and 0.15 m wide curb and gutter (refer to SA 07-368221).
 - Additional signage at the intersection of Breden Avenue and Armstrong Street, including but not limited to, "No Exit", house addresses, truck restrictions, etc.

General Items:

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

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

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

[Signed copy on file]

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9702 (RZ 16-732500)
7580 Ash 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 (RS2/E)"**.

That area shown as "BLOCK A" cross-hatched on "Schedule A attached to and forming part of Bylaw No. 9702".

2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **"SINGLE DETACHED (ZS14) – South McLennan (City Centre)"**.

That area shown as "BLOCK B" cross-hatched on "Schedule A attached to and forming part of Bylaw No. 9702".

3. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9702"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

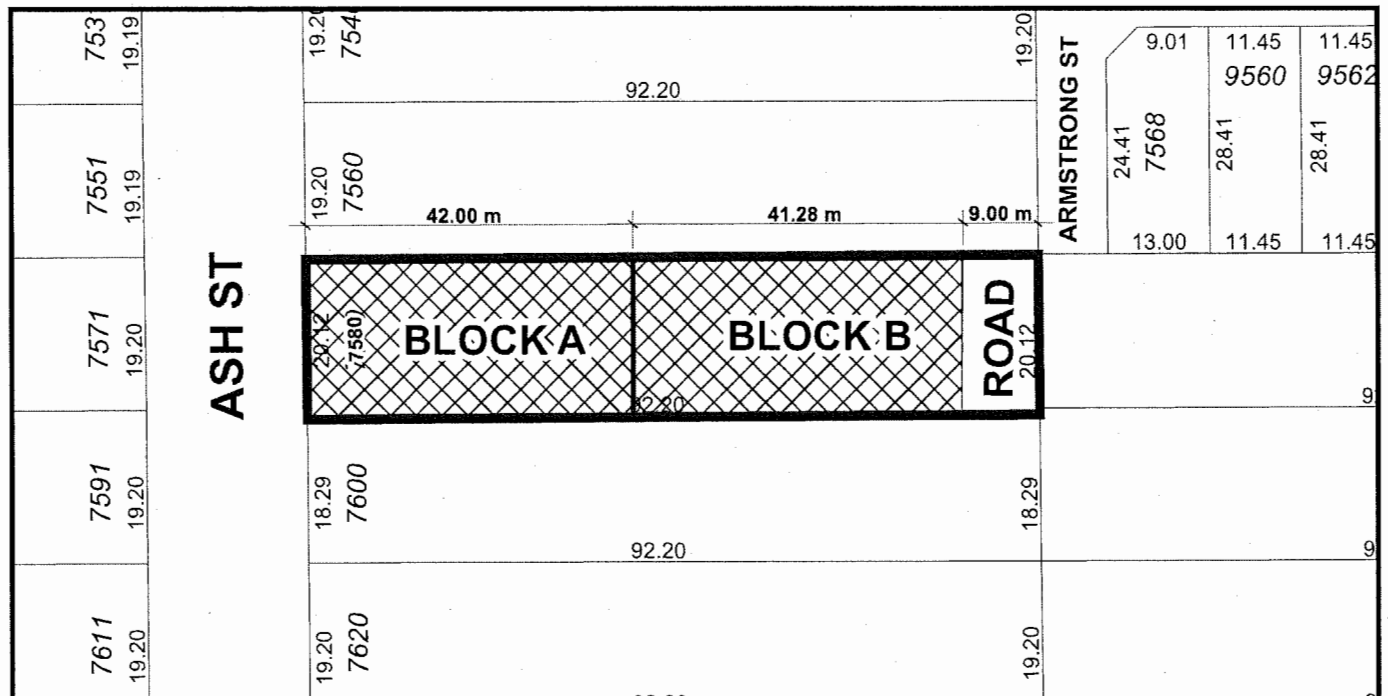
ADOPTED

CITY OF RICHMOND
APPROVED by SD
APPROVED by Director or Solicitor BK

MAYOR

CORPORATE OFFICER

City of
Richmond



RZ 16-732500

Note: Dimensions are in METRES



City of Richmond

Report to Committee Planning and Development Division

To: Planning Committee
From: Wayne Craig
Director, Development

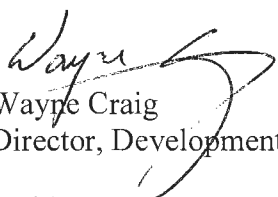
Date: August 23, 2017

File: RZ 16-738465

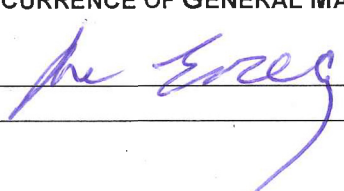
Re: Application by Sandeep Kang for Rezoning at 3751 Shuswap Avenue from
"Single Detached (RS1/E)" to "Coach Houses (RCH1)"

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9727, for the rezoning of 3751 Shuswap Avenue from "Single Detached (RS1/E)" to "Coach Houses (RCH1)", be introduced and given first reading.


Wayne Craig
Director, Development

JR:blg
Att. 7

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

Staff Report

Origin

Sandeep Kang has applied to the City of Richmond for permission to rezone 3751 Shuswap Avenue from the “Single Detached (RS1/E)” zone to the “Coach Houses (RCH1)” zone, to permit the property to be subdivided to create two single-family lots, each with a principal dwelling and accessory coach house above a detached garage, with vehicle access from the rear lane (Attachment 1). The proposed subdivision is shown in Attachment 2. There is an existing single-family dwelling on the property, which would be demolished.

Findings of Fact

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

Surrounding Development

Development immediately surrounding the subject property is as follows:

- To the North: One single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from the rear lane.
- To the South, across Shuswap Avenue: Single-family dwellings on lots zoned “Single Detached (RS1/A),” with vehicle access from the rear lane, and one single-family dwelling on a lot zoned “Single Detached (RS1/A),” with vehicle access from No. 1 Road.
- To the East, across No. 1 Road: Single-family dwellings on lots zoned “Single Detached (RS1/B),” with vehicle access from Fundy Road.
- To the West, across the rear lane: A single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from the rear lane.

Related Policies & Studies

Official Community Plan/Steveston Area Plan

The subject property is located in the Steveston planning area. The Official Community Plan (OCP) designation for the subject property is “Neighbourhood Residential” (Attachment 4). The Steveston Area Land Use Map designation for the subject property is “Single Detached” (Attachment 5). The proposed rezoning is consistent with these designations.

Arterial Road Land Use Policy

The subject property is designated “Arterial Road Compact Lot Coach House” on the Arterial Road Housing Development Map, which allows for compact lot single detached or compact lot coach house development. The Arterial Road Land Use Policy requires all compact lot developments to be accessed from a functional municipal lane only. The proposed rezoning and ensuing development are consistent with the Policy.

Floodplain Management Implementation Strategy

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

Public Consultation

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

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis**Built Form and Architectural Character**

The preliminary conceptual plans proposed for redevelopment of the subject site have satisfactorily addressed the staff comments identified as part of the rezoning application review process. These plans include architectural elevations for the coach houses on each lot, and elevations for the building faces abutting No. 1 Road and Shuswap Avenue for Proposed Lot B; which is a corner lot (Attachment 6).

The site plan for Proposed Lot A shows a principal dwelling fronting No. 1 Road and a coach house above a detached garage fronting the rear lane. Private outdoor space for the coach house is provided at grade, and no balcony is proposed for the coach houses. Second storey setbacks on the south and west elevations break up the vertical massing, and projecting window boxes on the north and west elevations provide articulation and visual interest.

The overall design and siting of the coach house on Proposed Lot B is similar to the coach house on Proposed Lot A, with additional attention to the south elevation in order to address the road interface. The primary access to the coach house is from Shuswap Avenue, and the entry includes a porch and secondary roof gables. The landscaping should further emphasize the exterior side yard setback as the “front yard” of the coach house.

The plans for the principal dwelling on Proposed Lot B show articulation of the building façade on the south and east elevations, and projecting gable ends on the south elevation. The east elevation includes small sections of flat roof above the porch and each window projection.

For each lot, on-site parking is proposed in a garage in accordance with the Zoning Bylaw. Parking for the principal dwelling consisting of two parking spaces provided in a tandem arrangement; which is permitted in the “Coach Houses (RCH1)” zone for the principal dwelling only. One parking space for the coach house is provided in the garage.

Prior to final adoption of the rezoning bylaw, the applicant is required to submit:

- A Landscape Plan, prepared by a Registered Landscape Architect, that is consistent with the landscaping regulations contained in Richmond Zoning Bylaw 8500 and the Arterial Road Land Use Policy. The Landscape Plan must include a cost estimate prepared by the Landscape Architect for the works (including all trees, soft and hard landscaping materials, fencing, installation costs, and a 10% contingency).
- A Landscaping Security based on 100% of the cost estimate by the Landscape Architect.

Furthermore, the applicant must register legal agreements on Title to ensure that:

- The coach house cannot be stratified.
- The area used for tandem parking cannot be converted to habitable space.
- The Building Permit application and ensuing development at the site is generally consistent with the proposed conceptual plans included in Attachment 6.

The Building Permit application process includes coordination between Building Approvals and Planning Department staff to ensure that the covenant is adhered to. The final plans submitted at Building Permit stage must comply with all City regulations; including zoning, at the time of application.

Existing Legal Encumbrances

There is an existing 1.5 m wide Statutory Right-of-Way (SRW) along the entire front lot line for municipal service connections. A 0.4 m road dedication is required along the entire No. 1 Road frontage, for boulevard and sidewalk widening, which will reduce the total width of the SRW. The applicant is aware that encroachment into the SRW is not permitted.

Transportation and Site Access

Vehicle access to the proposed lots is to be from the existing rear lane only. No vehicle access is permitted from No. 1 Road, in accordance with Residential Lot (Vehicular) Access Regulation Bylaw No. 7222. The developer is required to remove the existing driveway access to Shuswap Avenue.

Pedestrian access to the proposed lots will be provided via a permeable pathway from both No. 1 Road and the rear lane. Each proposed lot must have a clear, unobstructed pathway from No. 1 Road to the coach house, in accordance with the requirements of the “Coach Houses (RCH1)” zone. The coach house on the proposed corner lot will have an additional pedestrian access to Shuswap Avenue.

Prior to the issuance of a Building Permit, the applicant is required to submit a Construction Parking and Traffic Management Plan to the City's Transportation Department for review.

Tree Retention and Replacement

There are no bylaw-sized trees on the subject property, and no trees on adjacent properties that require tree protection measures. The applicant must plant two trees on each new lot, for a total of four trees, consistent with the landscaping requirements for Arterial Road Compact Lot Development contained in the OCP. Prior to final adoption of the rezoning bylaw, the applicant is required to submit a Landscape Plan showing the four required trees, and submit a Landscape Security for the installation of the landscaping.

Affordable Housing Strategy

The Affordable Housing Strategy for single-family rezoning applications received prior to July 18, 2017, requires a secondary suite or coach house on 100% of new lots created; a suite or coach house on 50% of new lots created together with a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund of \$2.00/ft² of the total buildable area of the remaining lots; or, where secondary suites cannot be accommodated in the development, a cash-in-lieu contribution to the City's Affordable Housing Reserve Fund of \$2.00/ft² of the total buildable area of the development.

This proposal conforms to the Affordable Housing Strategy as it involves the creation of two lots; each with a principal single detached dwelling and accessory coach house above a detached garage.

Site Servicing and Frontage Improvements

At Subdivision stage, the applicant is required to complete frontage improvements to both No. 1 Road and Shuswap Avenue; which include, but are not limited to:

- A 4.0 m x 4.0 m corner cut road dedication at the intersection of Shuswap Avenue and No. 1 Road.
- A 0.4 m road dedication along the entire No. 1 Road frontage for sidewalk and boulevard widening.
- Removal of the existing sidewalk on No. 1 Road.
- Removal of the existing driveway crossing and curb letdown to Shuswap Avenue.
- Construction of a 1.5 m wide concrete sidewalk at the property line and a 1.5 m wide landscaped boulevard on both No. 1 Road and Shuswap Avenue.

At Subdivision stage, the applicant is required to complete the following:

- Payment of the current year's taxes, Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, Address Assignment Fees, and the costs associated with the completion of the required servicing works and frontage improvements as described in Attachment 7.
- Payment to the City, in accordance with the Subdivision and Development Bylaw No. 8751, a \$32,483.70 cash-in-lieu contribution for the design and construction of lane upgrades, which will include repaving, drainage, concrete curb and gutter, and lane lighting.

Financial Impact

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

Conclusion

The purpose of this application is to rezone 3751 Shuswap Avenue from the "Single Detached (RS1/E)" zone to the "Coach Houses (RCH1)" zone, to permit the property to be subdivided to create two single-family lots, each with a principal dwelling and accessory coach house above a detached garage, with vehicle access from the rear lane.

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

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

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9727 be introduced and given first reading.



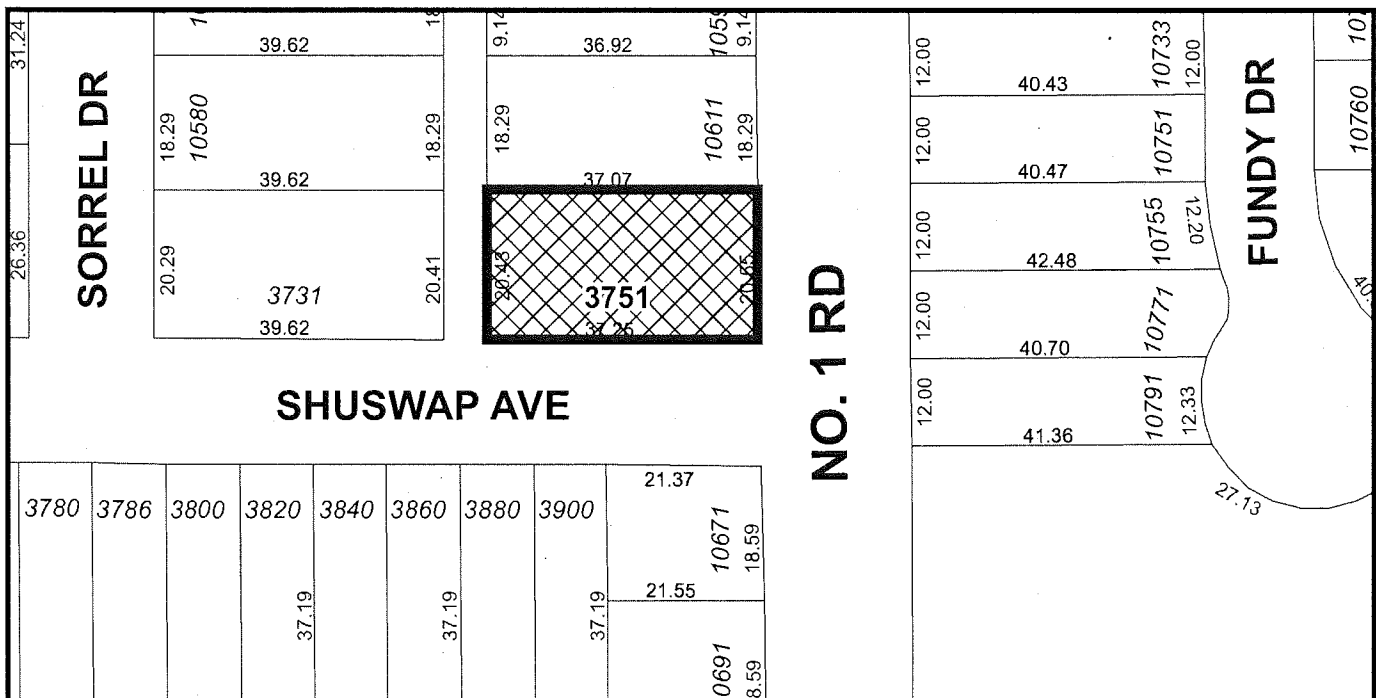
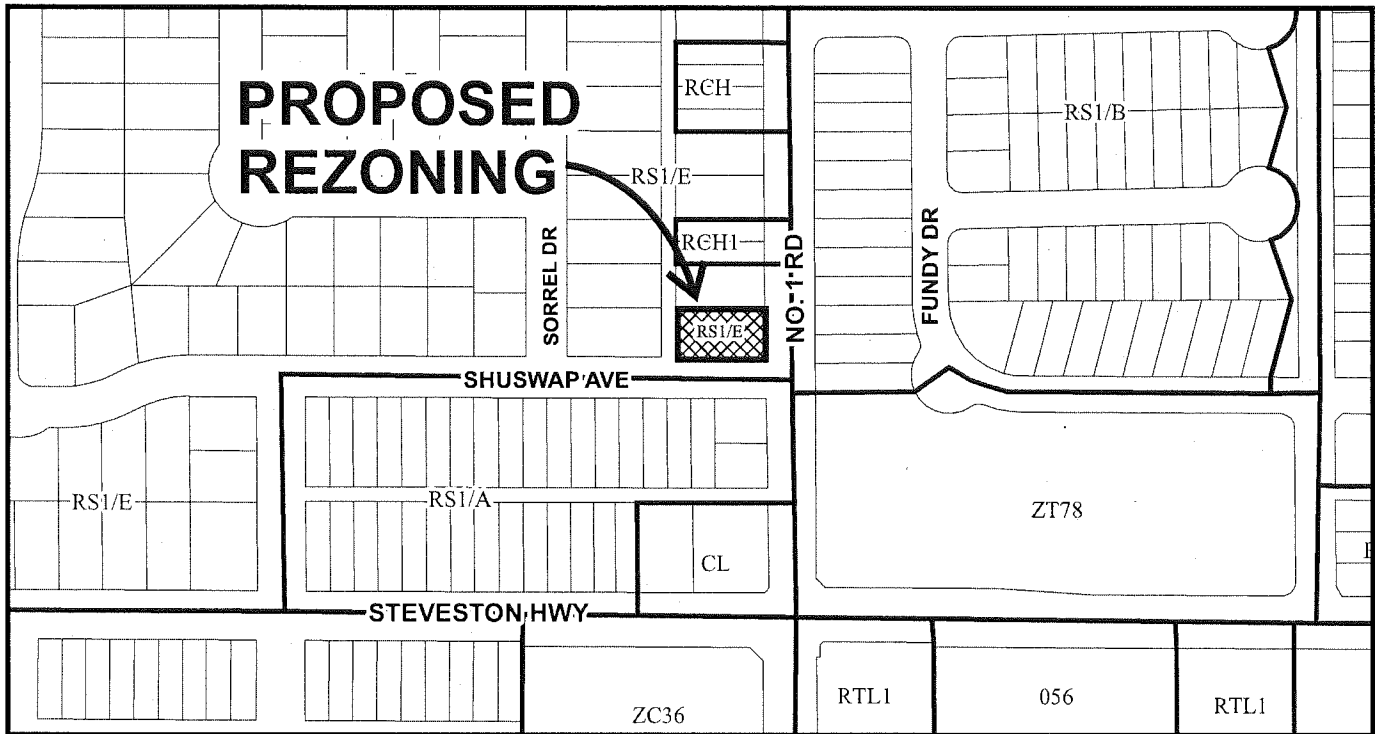
Jordan Rockerbie
Planning Technician
(604-276-4092)

JR:blg

- Attachment 1: Location Map and Aerial Photo
- Attachment 2: Proposed Subdivision Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Steveston Area Land Use Map (Official Community Plan)
- Attachment 5: Steveston Area Land Use Map (Steveston Area Plan)
- Attachment 6: Conceptual Development Plans
- Attachment 7: Rezoning Considerations



City of Richmond



RZ 16-738465

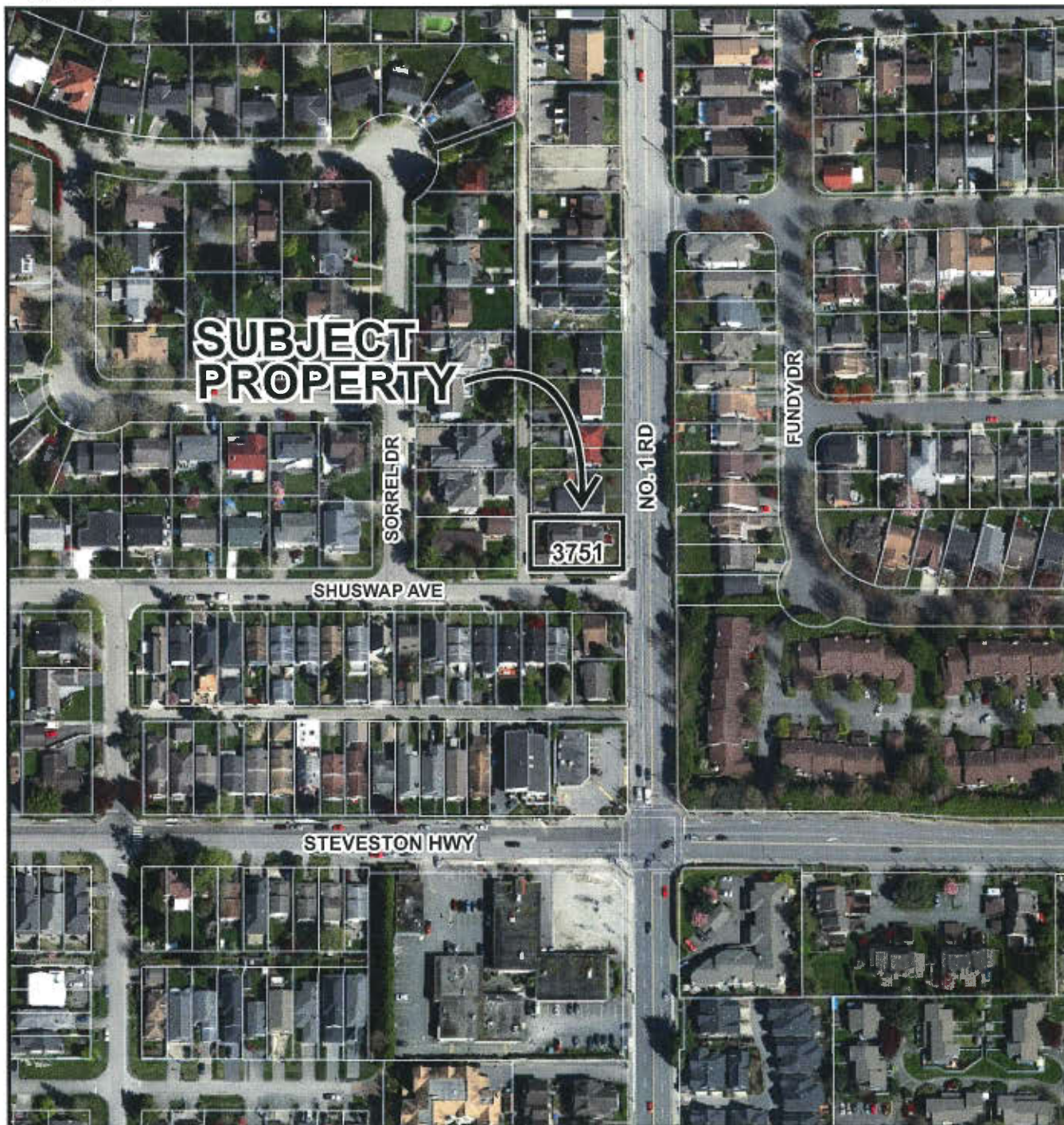
Original Date: 08/09/16

Revision Date: 06/01/17

Note: Dimensions are in METRES



City of
Richmond



RZ 16-738465

Original Date: 08/09/16

Revision Date:

Note: Dimensions are in METRES

P.I.D. 006-594-701

Elevation = 3.419 metres

0.95

construction elevation control.

(c) *denotes conifer*

(D) denotes decidu

 denotes catch

● denotes round

denotes water

denotes lamp s

denotes fire hy

$\overline{\bullet}$ denotes sign

● denotes power

MF denotes main

TW. denotes top of retaining wall

© copyright

J. C. Tam and Associates

Canada and B.C. Land Surveyor

715 - 8833 Odlin Cres

Richmond, B.C. V6X 1

Telephone: 214

Fox: 214-8929

E-mail: office@jctam.com

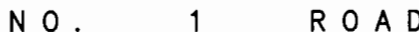
Website: www.ja

Job No. 6045

FB-281 P96-

Drawn By: 10

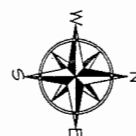
DWG No. 6045-Topo-03



SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED



CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY.

JOHNSON C. TAM, B.C.L.S.

MAY 27th, 2015.

PLN - 97



RZ 16-738465

Attachment 3

Address: 3751 Shuswap Avenue

Applicant: Sandeep Kang

Planning Area(s): Steveston

	Existing	Proposed
Owner:	Jasbinder Singh Hayre Bhajno Yasmin Kaur Hayre	To be determined
Site Size (m²):	760 m ²	Lot A: 348 m ² Lot B: 396 m ² Road dedication: 16 m ²
Land Uses:	One single-family home	Two single-family homes
OCP Designation:	Neighbourhood Residential	No change
Steveston Area Plan Designation:	Single-Detached	No change
Zoning:	Single Detached (RS1/E)	Coach Houses (RCH1)

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	Max. 0.6	none permitted
Principal Dwelling Floor Area*	Lot A: Max. 175.8 m ² (1,892.3 ft ²) Lot B: Max. 204.6 m ² (2,202.3 ft ²)	Lot A: Max. 166.0 m ² (1,786.8 ft ²) Lot B: Max. 194.8 m ² (2,096.8 ft ²)	none
Coach House Floor Area*	Min. 33.0 m ² (355.2 ft ²) Max. 60.0 m ² (645.8 ft ²)	42.8 m ² (461.0 ft ²)	none
Total Buildable Floor Area*	Lot A: 208.8 Max. m ² (2,247.5 ft ²) Lot B: 237.6 Max. m ² (2,557.5 ft ²)	Lot A: 208.8 Max. m ² (2,247.5 ft ²) Lot B: 237.6 Max. m ² (2,557.5 ft ²)	none permitted
Lot Coverage:	Building: Max. 45% Non-porous Surfaces: Max. 70%	Building: Max. 45% Non-porous Surfaces: Max. 70%	none
Lot Size:	Min. 315.0 m ²	Lot A: 348 m ² Lot B: 396 m ²	none
Lot Dimensions (m):	Lot A Width: Min. 9.0 m Lot B Width: Min. 11.0 m Depth: Min. 35.0 m	Lot A Width: 9.5 m Lot A Depth: 36.6 m Lot B Width: 11.0 m Lot B Depth: 36.6 m	none
Principal Dwelling Setbacks (m):	Front: Min. 6.0 m Rear: Min. 6.0 m Interior Side: Min. 1.2 m Exterior Side: Min. 3.0 m	Front: Min. 6.0 m Rear: Min. 6.0 m Interior Side: Min. 1.2 m Exterior Side: Min. 3.0 m	none

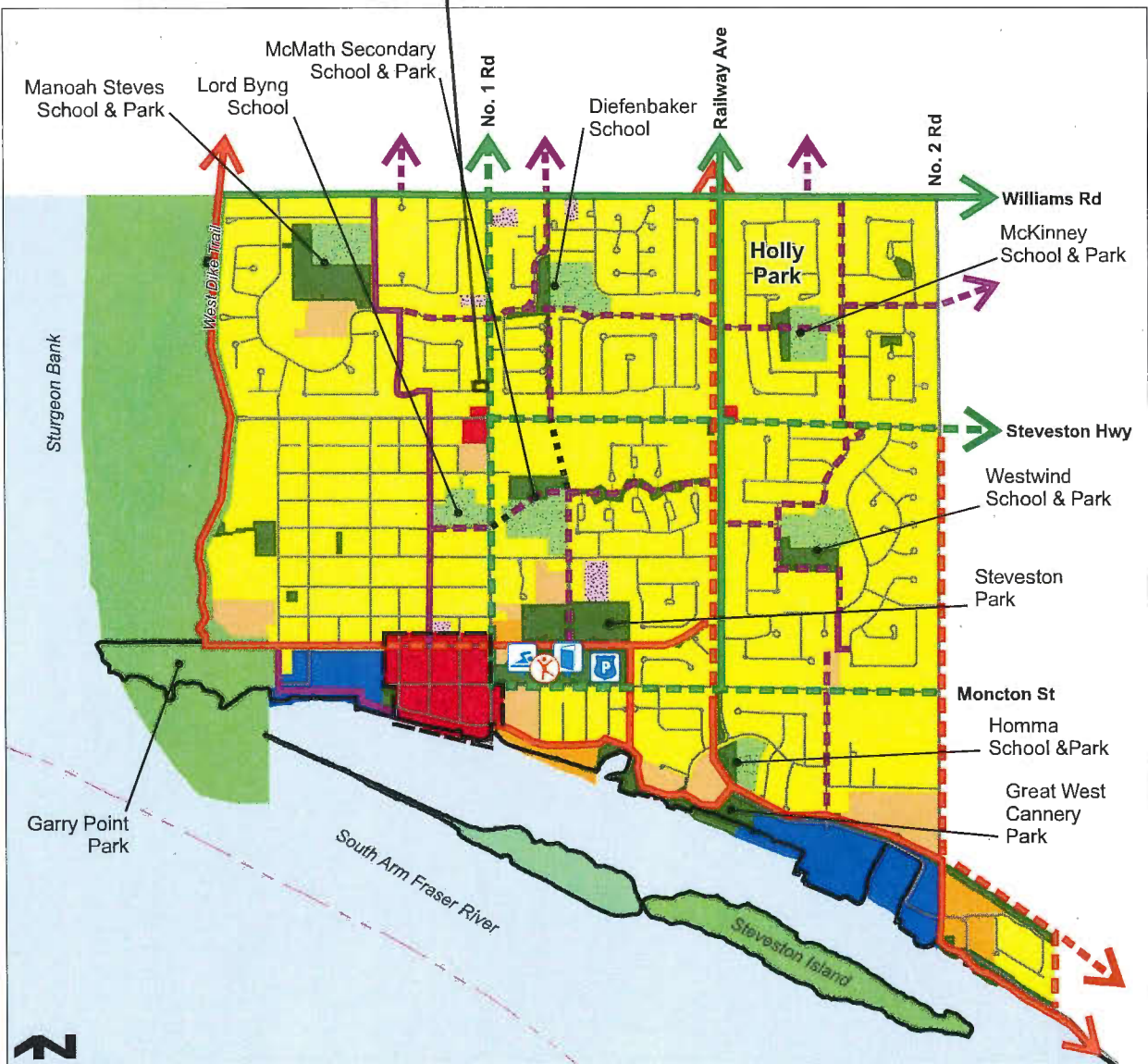
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Coach House Dwelling Setbacks:	Rear: Min. 1.2 m Interior Side (Ground) Min. 0.6 m Interior Side (Upper): Min. 1.2 m Opposite Interior Side: Min. 1.8 m Exterior Side: Min. 3.0 m	Rear: 1.2 m Interior Side (Lower): 0.6 m Interior Side (Upper): 1.2 m Opposite Interior Side: 2.64 m Exterior Side: 4.2 m	none
Principal Dwelling Height:	Max. 9.0 m	Max. 9.0 m	none
Coach House height:	Max. 6.5 m, measured from the crown of the lane	6.47 m, measured from the crown of the lane	none
On-Site Parking Spaces:	Principal Dwelling: 2 Coach House: 1	Principal Dwelling: 2 Coach House: 1	none
Tandem Parking Spaces:	Permitted for Principal Dwelling	Principal Dwelling: 2	none
Outdoor Amenity Space:	Principal Dwelling: Min. 30 m ²	Principal Dwelling: 30 m ²	none
Coach House Balcony:	Max. 8.0 m ²	No balcony proposed	none

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

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

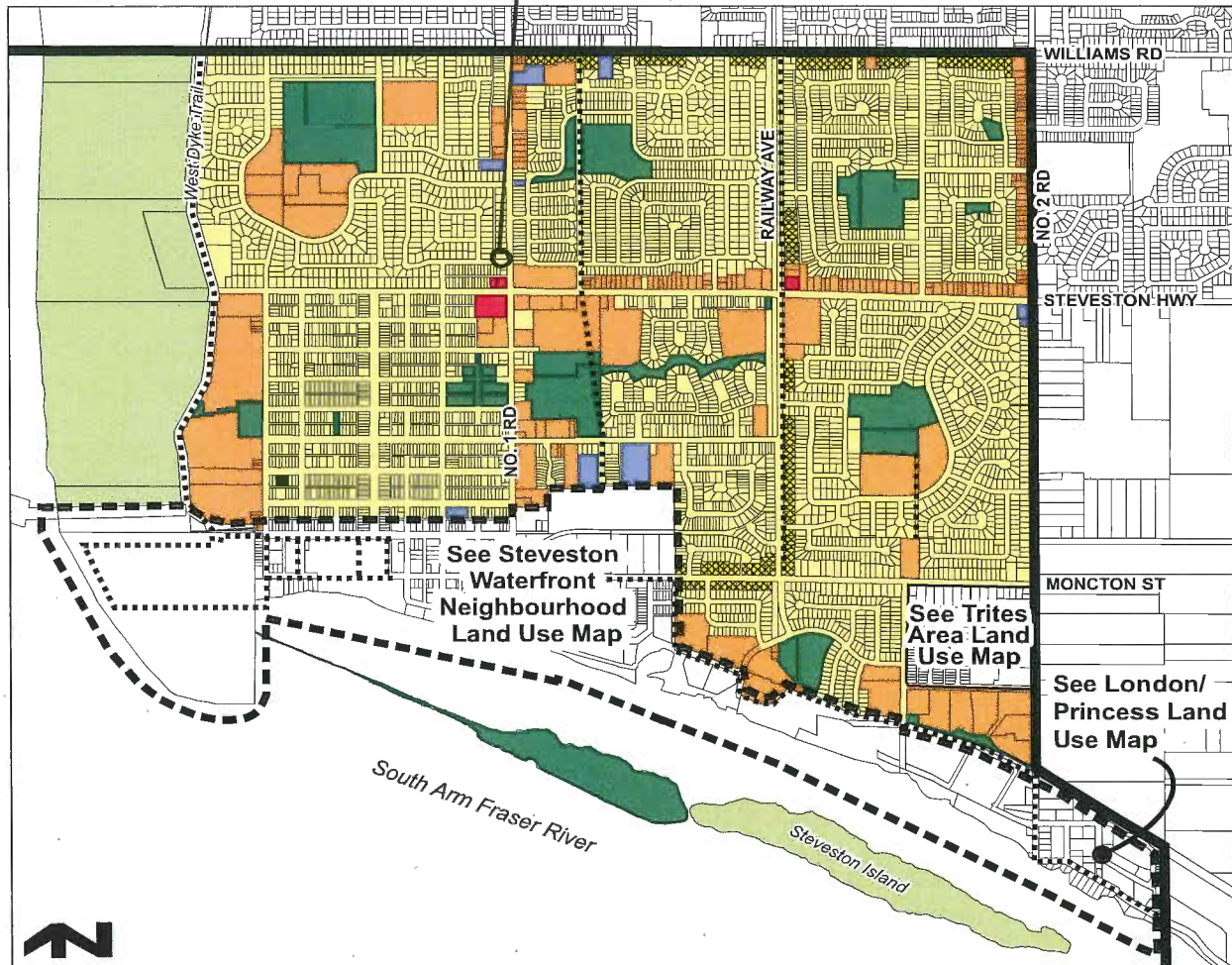
4. Steveston











SUBJECT PROPERTY

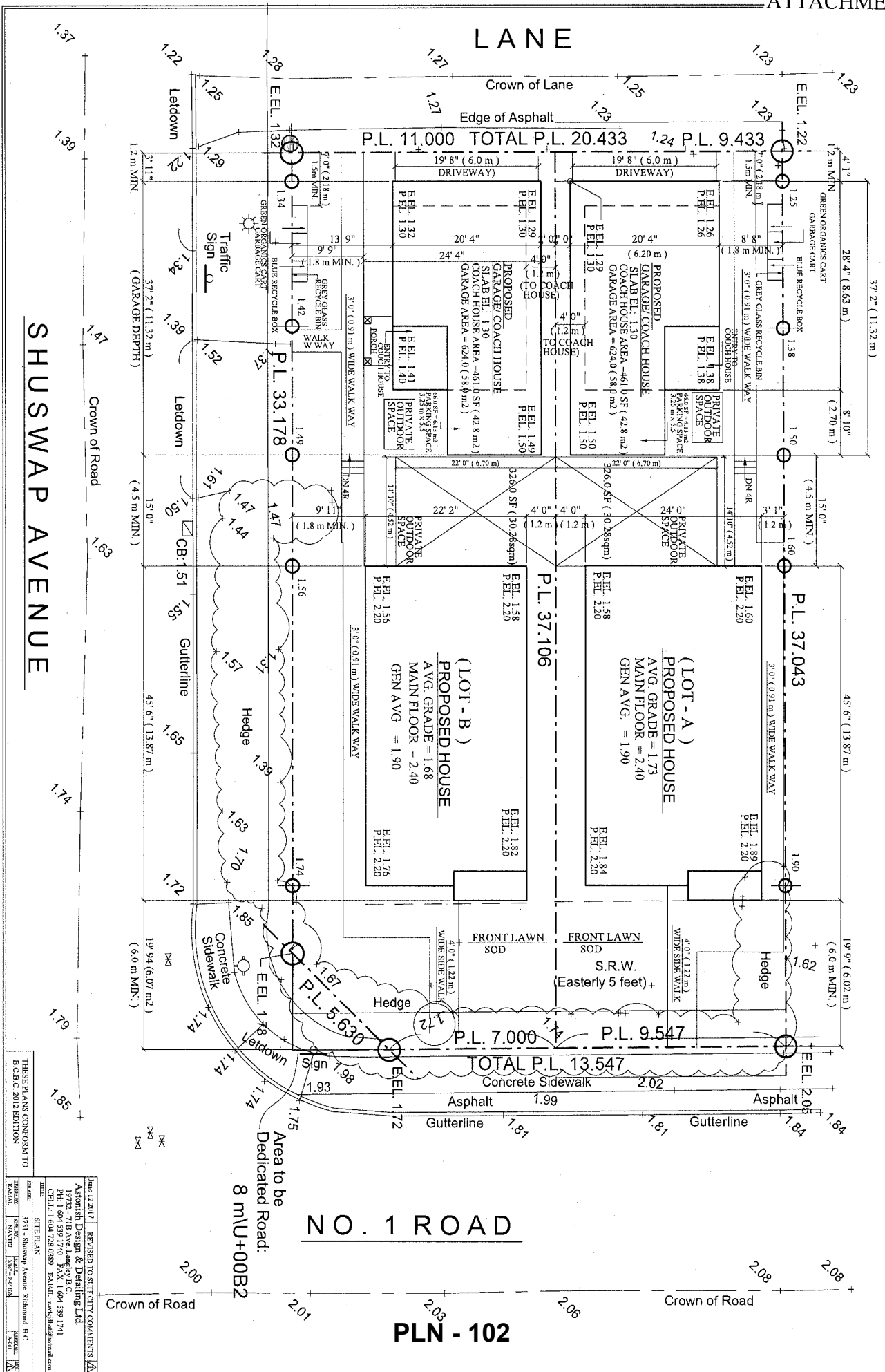


PLN - 100

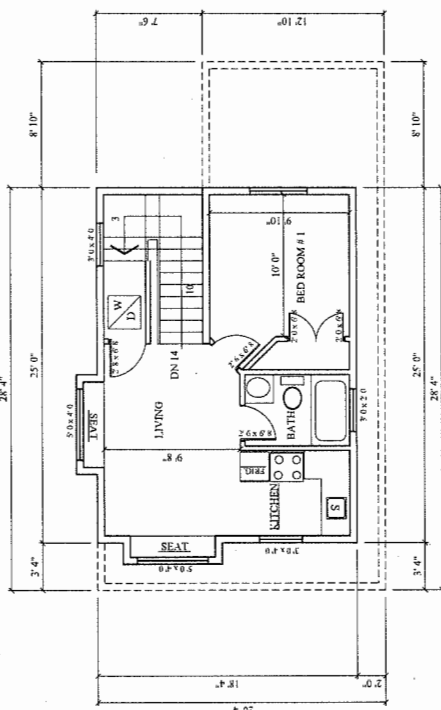
Steveston Area Land Use Map

Bylaw 9604
2016/12/19

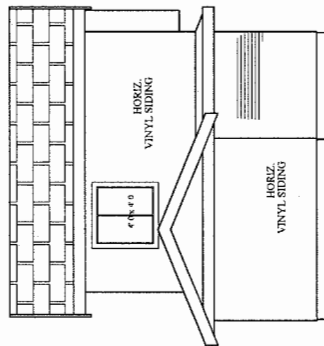
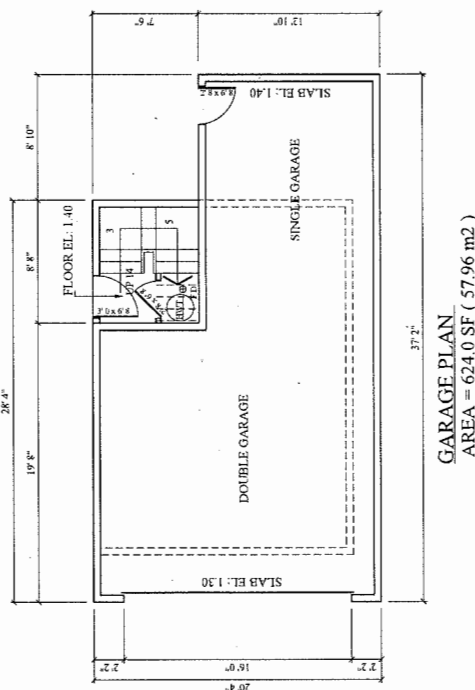
	Single-Family		Institutional
	Single-Detached/Duplex/Triplex		Conservation Area
	Multiple-Family		Trail
	Commercial		Steveston Area Boundary
	Public Open Space		Steveston Waterfront Neighbourhood Boundary



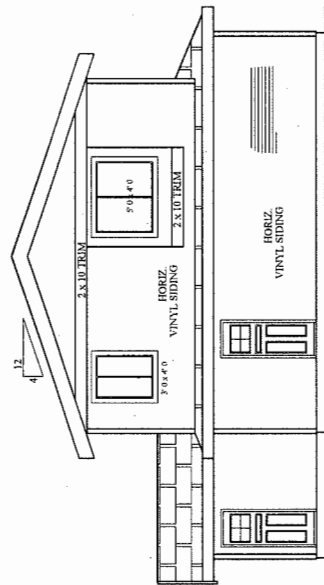
COACH HOUSE - PROPOSED LOT A



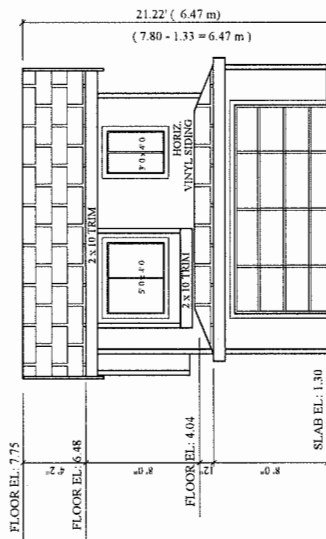
COACH HOUSE FLOOR PLAN
 COACH HOUSE AREA = 458.0 SF (42.54 m²)
 (INCLUDING STAIRS)



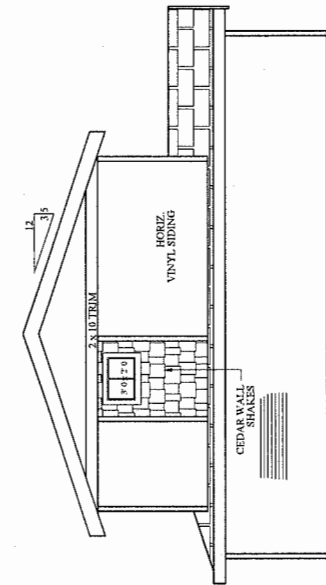
FRONT ELEVATION
 (EAST)



LEFT SIDE ELEVATION
 (NORTH)



REAR ELEVATION
 (WEST)

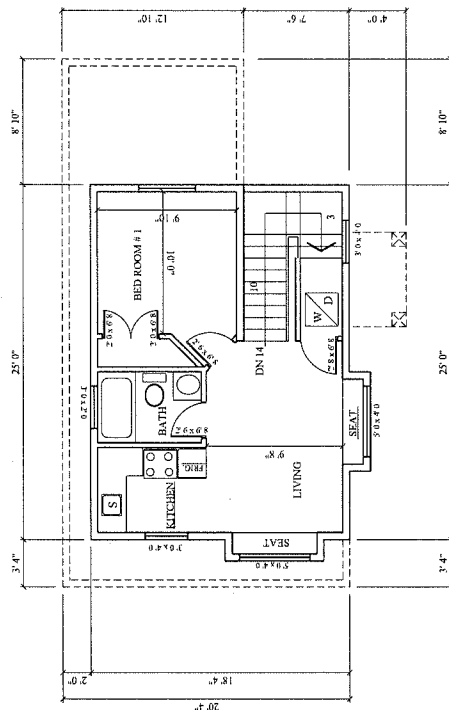


RIGHT SIDE ELEVATION
 (SOUTH)

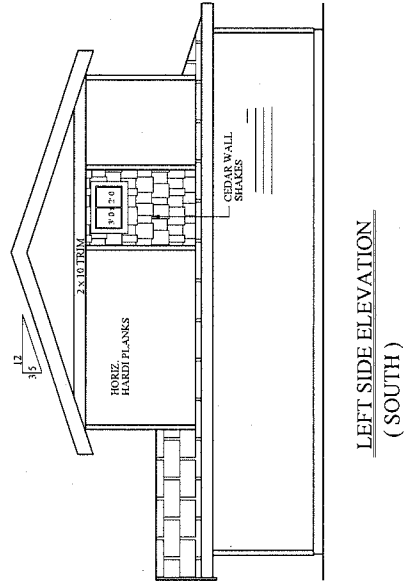
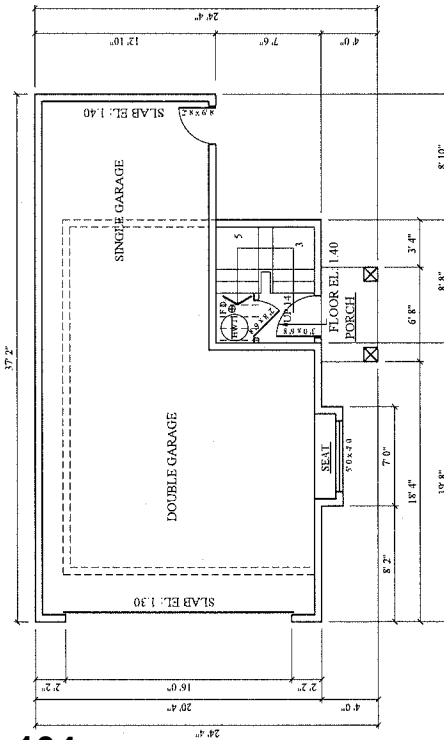
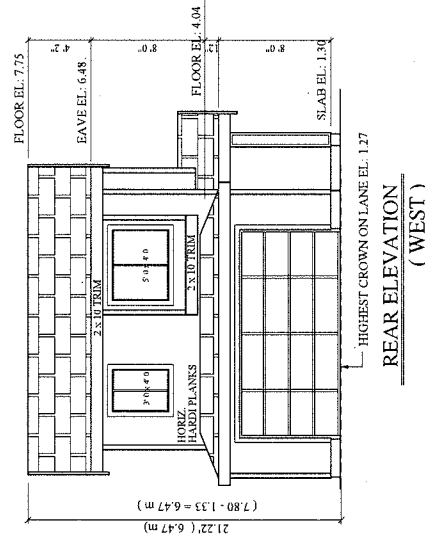
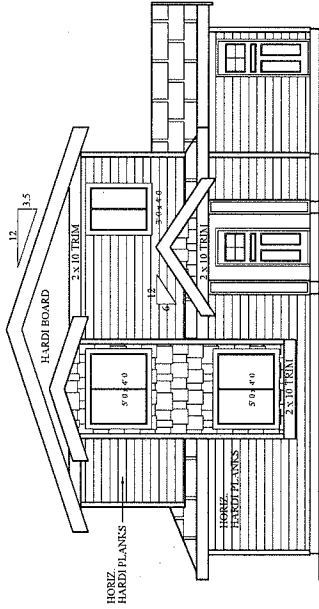
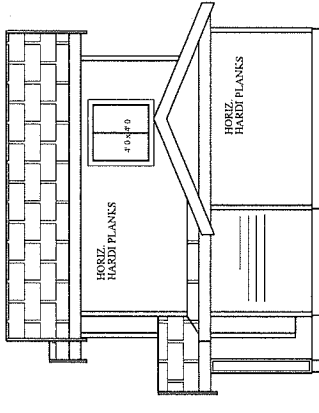
Automish Design & Drafting Ltd. 19732 - 71B Ave Langley B.C. PH: 1 604 539 1740 FAX: 1 604 539 1741 CELL: 1 604 728 0869 EMAIL: info@automish.com	
COACH HOUSE PLAN - Lot A	DATE: 3/5/11
PROJECT: 3751 - Shuswap Avenue, Richmond, B.C.	SCALE: 1/4" = 1'-0"
DESIGNER: AUTOMISH	DATE: 3/5/11
DRAWN BY: AUTOMISH	DATE: 3/5/11
CHECKED BY: AUTOMISH	DATE: 3/5/11
APPROVED BY: AUTOMISH	DATE: 3/5/11

THESE PLANS CONFORM TO
 B.C.B.C. 2012 EDITION

COACH HOUSE - PROPOSED LOT B



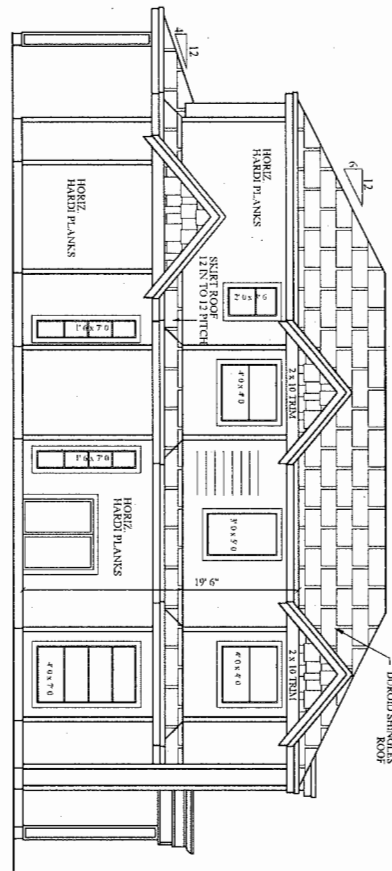
PLN - 104



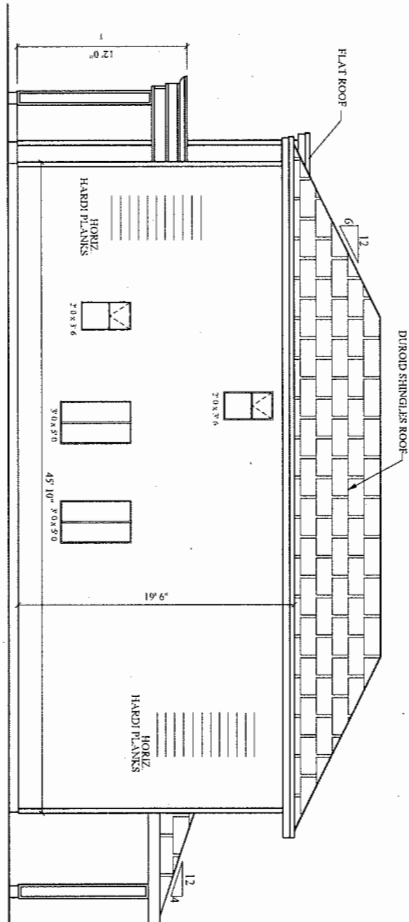
DATE: 12/20/17	REVISION: TO SUB CITY COMMENTS
PROJECT: 3751 - Shawway Avenue, Richmond, B.C.	
CLIENT: Astonish Design & Detailing Ltd	
19732 - 716 Ave Langle, B.C.	
TEL: 604-276-1111	
CELL: 1-604-728-0380	
EMAIL: info@astonishdesign.com	
TITLE: COACH HOUSE PLAN - Lot B	
DESIGNER: 3751 - Shawway Avenue, Richmond, B.C.	
DATE: 12/20/17	
SCALE: 1/4" = 1'-0"	
DATE: 12/20/17	
DATE: 12/20/17	

THESE PLANS CONFORM TO
 B.C.B.C. 2012 EDITION

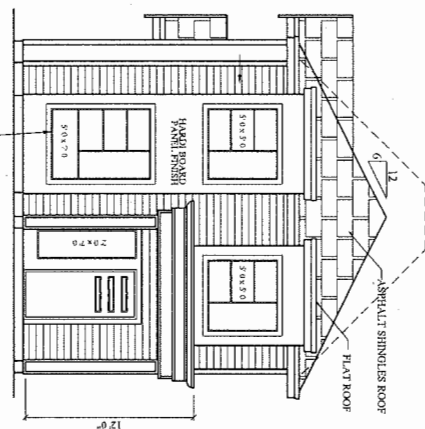
PRINCIPAL DWELLING - PROPOSED LOT B



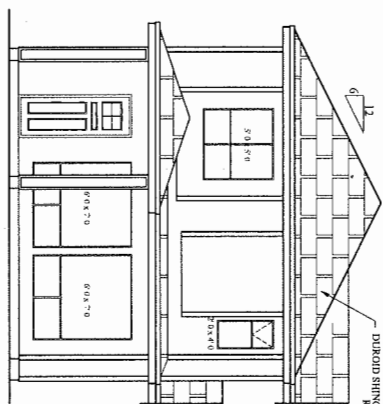
SOUTH (LEFT) SIDE ELEVATION



NORTH (RIGHT) SIDE ELEVATION



EAST (FRONT) ELEVATION



WEST (REAR) ELEVATION

PLN - 105

<p>ASTORISH DESIGN & DETAILING LTD. 19732 - 718 Ave Langley B.C. V3A 0G1 TEL: 604.539.1741 FAX: 604.539.1741 WWW.ASTORISHDESIGN.COM</p>	
DATE	ELEVATIONS
PROJECT	Lot - B, 5751 - Sharnup Avenue, Richmond, B.C.
DESIGNED BY	NAVER
CHECKED BY	NAVER
DATE	2012

THESE PLANS CONFORM TO
B.C.B.C. 2012 EDITION



Address: 3751 Shuswap Avenue

File No.: RZ 16-738465

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9727, the developer is required to complete the following:

1. A 0.4 m road dedication along the entire No. 1 Road frontage for sidewalk and boulevard widening.
2. A 4.0 x 4.0 m corner cut road dedication at the intersection of Shuswap Avenue and No. 1 Road.
3. 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 and a 10% contingency. The Landscape Plan should:
 - Comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line.
 - Comply with the landscaping requirements for corner lots established in Richmond Zoning Bylaw 8500.
 - Include a mix of coniferous and deciduous trees.
 - Include the four required trees with the following minimum sizes:

No. of Required Trees	Minimum Caliper of Deciduous Tree	Minimum Height of Coniferous Tree
4	6 cm	2 m

4. Registration of a flood indemnity covenant on Title.
5. Registration of a legal agreement on Title, ensuring that the coach house cannot be stratified.
6. Registration of a legal agreement on Title, prohibiting the conversion of the tandem parking area into habitable space.
7. Registration of a legal agreement on Title, to ensure that the Building Permit application and ensuing development at the site is generally consistent with the preliminary conceptual plans included in Attachment 6 to this staff report.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

At Subdivision* or Building Permit* stage, the developer must complete the following requirements:

1. Payment of the current year's taxes, Development Cost Charges (City and GVS & DD), School Site Acquisition Charge, and Address Assignment Fees.
2. Complete the following servicing works and off-site improvements. These may be completed through a Servicing Agreement* or a City work order:

Water Works:

- Using the OCP Model, there is 588 L/s of water available at a 20 psi residual at the hydrant on Shuswap Avenue. Based on the proposed development, the site requires a minimum fire flow of 95 L/s.

- The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
- At Developer's cost, the City is to:
 - Install one new water service connection complete with meter and meter box off of the existing 200 mm PVC watermain on Shuswap Avenue for the southern subdivided lot.
 - Install one new water service connection complete with meter and meter box off of the existing 300 mm AC watermain on No.1 Road for the northern subdivided lot.
 - Cut and cap at main the existing water service connection.

Storm Sewer Works:

- At Developer's cost, the City is to:
 - Install a new storm service connection complete with inspection chamber and dual service leads at the adjoining property line of the two newly subdivided lots, off of the existing box culvert on No.1 Road.
 - Cut, cap and remove the existing storm service connection and inspection chamber STIC42202 at the southwest corner of the subject site.

Sanitary Sewer Works:

- At Developer's cost, the City is to:
 - Install a new sanitary service connection complete with inspection chamber and dual service leads off of the existing 200 mm AC sewer in the lane, west of the subject site.
 - Cut and cap the existing sanitary service lead at the northwest corner of the subject site.

Frontage Improvements:

- The Developer is required to:
 - Coordinate with BC Hydro, Telus and other private communication service providers:
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc.). These should be located onsite.
 - Review streetlight spacing and revise as required. Install a new streetlight at the southwest corner of the intersection between Shuswap Avenue and No.1 Road. Streetlight design may be provided by the developer for the City to review and install, if a Servicing Agreement is not required.
 - Complete upgrades to the No. 1 Road frontage, including, but not limited to:
 - Removal of the existing concrete sidewalk, replacement with a 1.5 m wide sidewalk at the new property line, and a 1.5 m wide landscaped boulevard.
 - Complete upgrades to the Shuswap Avenue frontage, including, but not limited to:
 - Permanent closure of the existing driveway crossing, removal of the driveway letdown, and replacement with concrete curb and gutter.
 - Construction of a new 1.5 m wide sidewalk at the property line, and 1.5 m wide landscaped boulevard.
 - Pay, in keeping with the Subdivision and Development Bylaw No. 8751, a \$32,483.70 cash-in-lieu contribution for the design and construction of lane upgrades as set out below:

▪ Lane Asphalt/Pavement (EP .0636)	\$11,032.20
▪ Lane Drainage (EP .0637)	\$10,623.60
▪ Lane Concrete Curb & Gutter (EP .0638)	\$5,516.10
▪ Lane Lighting (EP. 0639)	\$5,311.80

General Items:

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

Note:

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

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

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

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

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9727 (RZ 16-738465)
3751 Shuswap Avenue**

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 (RCH1)"**.

P.I.D. 006-594-701

Lot 608 Except: Parcel "D" (Bylaw Plan 42919), Section 34 Block 4 North Range 7 West
New Westminster District Plan 42890

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9727"**.

FIRST READING


A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor BK

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee Planning and Development Division

To: Planning Committee
From: Wayne Craig
Director, Development

Date: August 25, 2017
File: RZ 15-716773

Re: Application by Jhujar Construction Ltd. for Rezoning at 9291 and 9311/
9331 No. 2 Road from "Single Detached (RS1/E)" and "Two-Unit Dwellings
(RD1)" to "Low Density Townhouses (RTL4)"

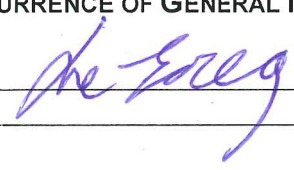
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9749, for the rezoning of 9291 and 9311/9331 No. 2 Road from "Single Detached (RS1/E)" and "Two-Unit Dwellings (RD1)" zones to "Low Density Townhouses (RTL4)" zone, be introduced and given first reading.



Wayne Craig
Director, Development

EL:rg
Att. 5

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

Staff Report

Origin

Jhujar Construction Ltd. has applied to the City of Richmond for permission to rezone 9291 and 9311/9331 No. 2 Road (Attachment 1) from “Single Detached (RS1/E)” and “Two-Unit Dwellings (RD1)” zones to “Low Density Townhouses (RTL4)” zone in order to permit the development of 12 townhouse units with vehicle access from 9211 No. 2 Road via a SRW registered on title of 9211 No. 2 Road. The townhouse development at 9211 No. 2 Road is currently under construction and the applicant has discussed use of the SRW with the adjacent developer.

Project Description

The two properties under this application have a total combined frontage of 50.2 m, and are proposed to be consolidated into one development parcel. The proposed density is 0.6 FAR. The site layout includes six two-storey units and six three-storey units in four townhouse clusters. One secondary suite is included in this development proposal. A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2. The site currently contains one single family home and one duplex, which will be demolished.

Findings of Fact

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

Surrounding Development

To the North: A recently approved ten unit townhouse complex (RZ 12-620563 & DP 14-674133) on a lot zoned “Low Density Townhouses (RTL4)”. This townhouse development at 9211 No. 2 Road is currently under construction.

To the South: Existing single family homes on lots zoned “Single Detached (RS1/E), which are identified for townhouse development under the Arterial Road Land Use Policy.

To the East: Across No. 2 Road, a four-storey senior’s apartment building (three-storeys over parking) on a lot zoned “Medium Density Low Rise Apartments (RAM1)” and a church on a lot zoned “Assembly (ASY)”.

To the West: Existing single family dwellings on lots zoned “Single-Detached (RS1/B)”.

Related Policies & Studies

Official Community Plan

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

Arterial Road Policy

The Arterial Road Land Use Policy in the City's 2041 OCP (Bylaw 9000), directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for "Arterial Road Townhouse" on the Arterial Road Housing Development Map and the proposal is in compliance with the Townhouse Development Requirements under the Arterial Road Policy.

Floodplain Management Implementation Strategy

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

Public Art

In response to the City's Public Art Program (Policy 8703), the applicant will provide a voluntary contribution at a rate of \$0.79 per buildable square foot (2015 rate) to the City's Public Art Reserve fund; for a total contribution in the amount of \$12,662.91.

Public Consultation

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

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

Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis**Built Form and Architectural Character**

The applicant proposes to consolidate the two properties into one development parcel with a total area of 2,482 m², and construct 12 townhouse units. The layout of the townhouse units is oriented around a single driveway, with access provided to the site from the adjacent townhouse development to the north at 9211 No. 2 Road. A north-south internal manoeuvring aisle providing access to the unit garages is proposed. The amenity area will be situated in a central open courtyard at the rear of the site.

One ground level secondary suite is included in this proposal. The secondary suite will be contained in the townhouse unit located at the southwest corner of the site (Unit A2) (see Attachment 2). The total floor area of this A2 unit is approximately 162 m² (1,751 ft²) and the size of the secondary suite is approximately 42 m² (460 ft²). A surface parking stall will be provided for the secondary suite.

To ensure that the secondary suite will be built, registration of a legal agreement 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, is required prior to final adoption of the rezoning bylaw.

To ensure that the parking stall assigned to the secondary suite is for the sole use of the secondary suite, registration of a legal agreement on Title, or other measures, as determined to the satisfaction of the Director of Development, is required prior to final adoption of the rezoning bylaw.

A Development Permit processed to a satisfactory level is a requirement of zoning approval. Through the Development Permit, the following issues are to be further examined:

- Compliance with Development Permit Guidelines for multiple-family projects in the 2041 Official Community Plan.
- Refinement of the proposed building form to achieve sufficient variety in design to create a desirable and interesting streetscape along No. 2 Road and along the internal drive aisles, to reduce visual massing of the three-storey units along No. 2 Road, and to address potential adjacency issues with adjacent single family homes.
- Refinement of the proposed site grading to ensure survival of all proposed protected trees and appropriate transition between the proposed development to the public sidewalk on No. 2 Road, and to the adjacent existing developments.
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.
- Opportunities to maximize planting areas along internal drive aisles, to maximize permeable surface areas, and to better articulate hard surface treatments on site.
- Review of aging-in-place features in all units and the provision of convertible units.
- Review of a sustainability strategy for the development proposal, including measures to achieve an EnerGuide Rating System (ERS) score of 82.

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

Existing Legal Encumbrances

There is an existing 3.0 m wide utility right-of-way along the west property line of 9291 No. 2 Road for the existing sanitary sewer. There is also an existing 1.2 m wide utility right-of-way along the west property line of 9311/9331 No. 2 Road for the existing storm sewer. The developer is aware that no construction can take place there.

There is currently a covenant registered on the Title of 9311/9331 No. 2 Road, restricting the use of the site to a two-family dwelling only (Registration No. AE16486). Prior to final adoption of the rezoning bylaw, the applicant must discharge the covenant from title.

Transportation and Site Access

Direct vehicular access to/from No. 2 Road along the subject site's No. 2 Road frontage is not permitted. Vehicular access to the subject site is to be provided via the driveway crossing and internal drive-aisles at 9211 No. 2 Road by means of a Statutory Rights of Way (CA5001624, EPP 51370) registered at 9211 No. 2 Road. This access arrangement was envisioned when the original Rezoning and Development Permit applications for the adjacent townhouse development at 9211 No. 2 Road were approved by Council in 2016. Registration of a legal agreement on Title prohibiting direct vehicle access to No. 2 Road, and limiting access to the SRW on the driveway at 9211 No. 2 Road will be required prior to final adoption of the rezoning bylaw. This agreement must include language indemnifying and releasing the City from any issues arising from such reliance.

Prior to final adoption of the rezoning bylaw, registration of a Statutory Rights of Way is also required to provide legal means of public/vehicular access to future developments located south of the subject site as well as the existing and future developments to the north of the site. The SRW is to cover the entire width and length of the north-south drive aisle on the subject development.

Tandem Parking

The proposal will feature four units with a total of eight spaces in a tandem arrangement (32% of total required residential parking spaces), which is consistent with the maximum 50% of tandem parking provision of Richmond Zoning Bylaw 8500. A restrictive covenant to prohibit the conversion of the tandem garage area into habitable space is required prior to final adoption.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which assesses the structure and condition of on-site tree species, and provides recommendations on tree retention and removal. The Report assesses nine bylaw-sized trees and three hedgerows on the subject site, as well as two trees on neighbouring properties. The City's Tree Preservation Coordinator has reviewed the Arborist's Report and accepted the proposed tree retention scheme (Attachment 4) with the following comments:

- One 40 cm calliper English Oak tree (Tag# 681) is in good condition and is recommended for retention.
- Eight trees on site will be removed due to poor condition; 16 replacements trees are required. According to the Preliminary Landscape Plan (Attachment 2), the developer is proposing to plant 20 new trees on site. The size and species of replacement trees will be reviewed in detail through the Development Permit and overall landscape design.
- Two hedgerows on site will be removed due to poor condition.
- One hedgerow identified as (tag# 687) located on the development site is recommended for retention.

- Two trees (tag# A & B) located on neighbouring properties to be protected as per Arborist report recommendation.
- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones is required.
- Prior to Development Permit Issuance, submission to the City of a Tree Survival Security as part of the Landscape Letter of Credit. No Landscape Letter of Credit will be returned until the post-construction assessment report, prepared by the Arborist, confirming the protected trees survived the construction, is reviewed by staff.

Affordable Housing Strategy

The applicant proposes to make a cash contribution to the affordable housing reserve fund in accordance to the City's Affordable Housing Strategy. As the proposal is for townhouses, the applicant will make a cash contribution of \$4.00 per buildable square foot as per the Strategy, for a contribution of \$64,116.00.

Townhouse Energy Efficiency and Renewable Energy

The applicant has committed to achieving an EnerGuide Rating System (ERS) score of 82 and all units will be pre-ducted for solar hot water for the proposed development. A Restrictive Covenant to ensure that all units are built and maintained to this commitment is required prior to rezoning bylaw adoption. As part of the Development Permit Application review process, the developer will be required to retain a certified energy advisor (CEA) to complete an Evaluation Report to confirm details of construction requirements needed to achieve the rating.

Amenity Space

The applicant is proposing a cash contribution in-lieu of providing the required indoor amenity space on site. Council's Policy 5041 (Cash in Lieu of Indoor Amenity Space) requires that a cash contribution of \$1,000 per unit for developments up to 19 units. The total cash contribution required for this 12 unit townhouse development is \$12,000.00.

Outdoor amenity space will be provided on site. Based on the preliminary design, the size of the proposed outdoor amenity space complies with the Official Community Plan (OCP) requirements of 6 m² per unit. Staff will work with the applicant at the Development Permit stage to ensure the configuration and design of the outdoor amenity space meets the Development Permit Guidelines in the OCP.

Site Servicing and Frontage Improvements

Prior to issuance of the Building Permit, the client is required to enter into the City's standard Servicing Agreement to design and construct frontage beautification along the site frontage, as well as service connections (see Attachment 5 for details). All works are at the client's sole cost (i.e., no credits apply). The developer is also required to pay DCC's (City & GVS & DD), School Site Acquisition Charge and Address Assignment Fee.

Financial Impact or Economic Impact

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

Conclusion

The proposed 12-unit townhouse development is consistent with the Official Community Plan (OCP) and the Arterial Road Policy in the OCP. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, which will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 5, which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9749 be introduced and given first reading.



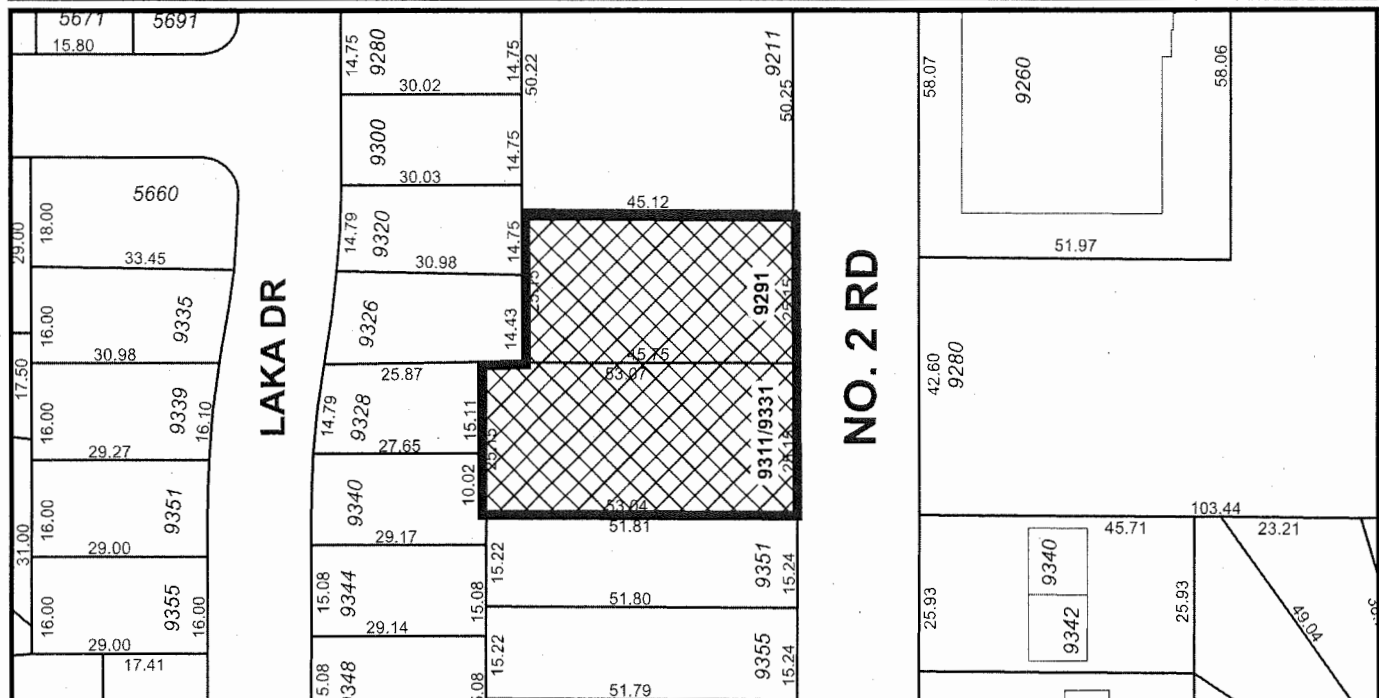
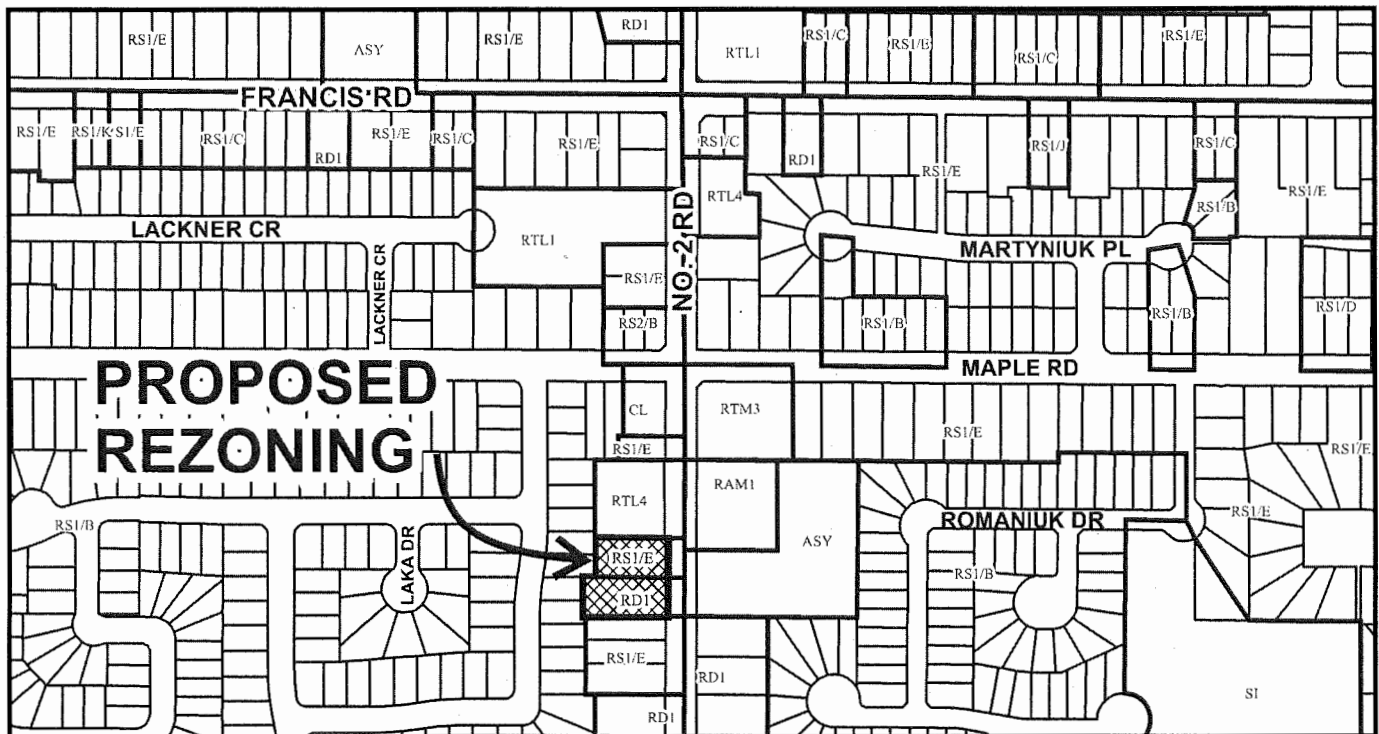
Edwin Lee
Planner 1
(604-276-4121)

EL:rg

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



City of Richmond



RZ 15-716773

Original Date: 01/18/16

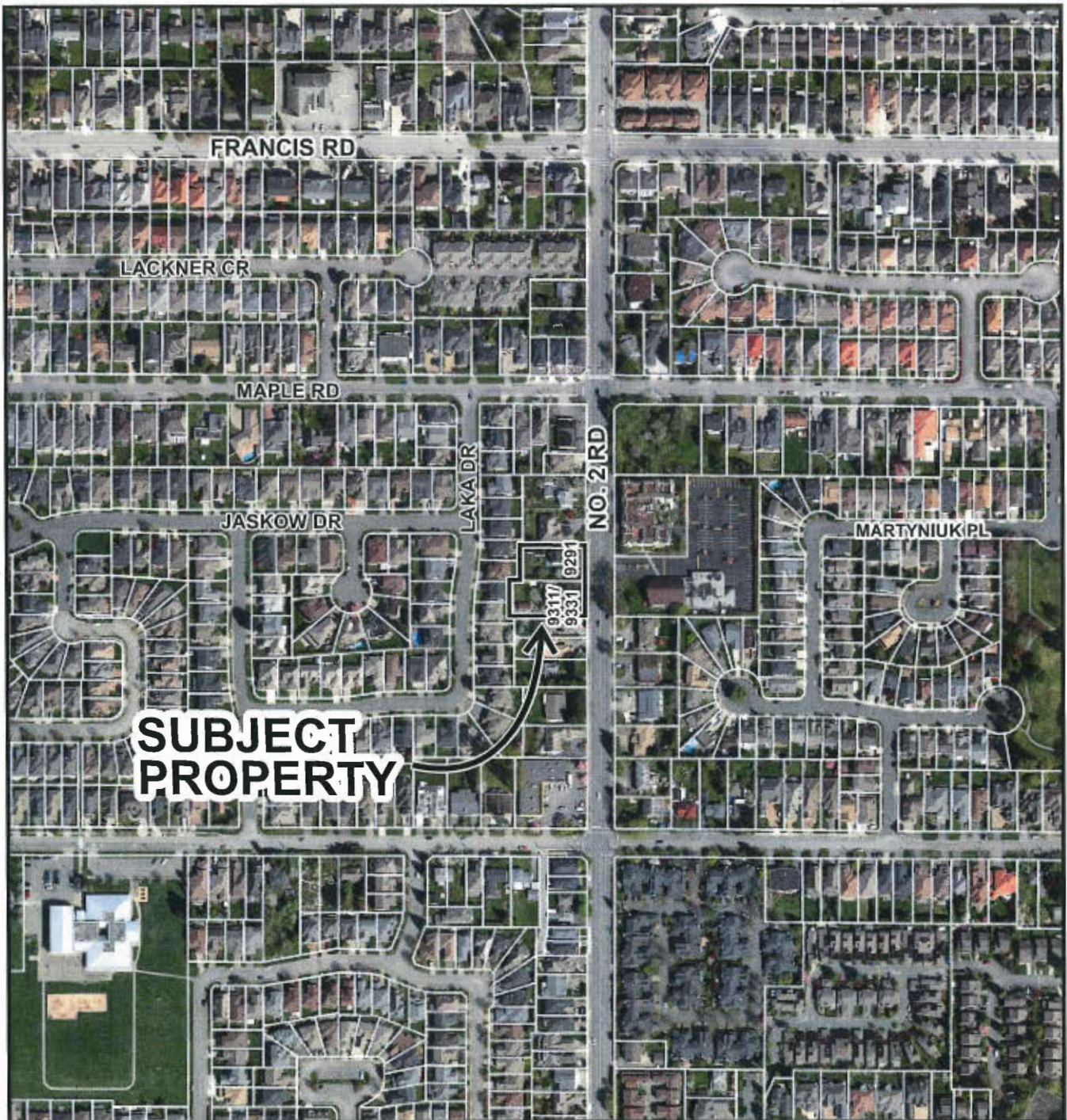
Revision Date: 08/04/17

Note: Dimensions are in METRES

PLN - 117



City of Richmond



RZ 15-716773

Original Date: 01/18/16

Revision Date: 08/04/17

Note: Dimensions are in METRES

barnett dembek

UNIT 135
7530 130 STREET
VANCOUVER, B.C.
V6M 1H5

PHONE: (604) 997-7100
FAX: (604) 997-2899
EMAIL: m.dembek@barnett-dembek.com

SHEET NO. AC-11
PROJECT NO. B044
REV. NO.

CLIENT: SATHAM JOHAL

PROJECT: TOWNHOUSE DEVELOPMENT

CONCEPTUAL SITE PLAN #

9291 & 931 NO. 2 ROAD, RICHMOND B.C.

DESIGN: L.S.D.
DRAWN: L.S.D.
DATE: Aug 11
SCALE: 1"=10'

DEVELOPMENT DATA

ZONING: R1L3

GROSS SITE AREA: 26,715 SF. 0.613 AC. 2,482 m² 0.248 HA

DEDICATION: 0 SF. 0.000 AC. 0 m² 0.000 HA

NET: 26,715 SF. 0.613 AC. 2,482 m² 0.248 HA

DENSITY: 14.6 UPA, 48.4 UPH (12 UNITS)

SITE COVERAGE: 40% (10,161 SF.) (1,000 m²)

F.A.R.: 0.51 (15,248 SF.) (1,421 m²)

AMENITY SPACE:

INDOOR: PROVIDED, 0 SF. (0 m²)

OUTDOOR: PROVIDED, 145 SF. (14 m²)

PARKING:

REQUIRED: RESIDENTIAL: 2 X (12 UNITS) = 24 SPACES
VISITOR: 0.2 X (12 UNITS) = 2.4 SPACES
TOTAL: 26.4 SPACES

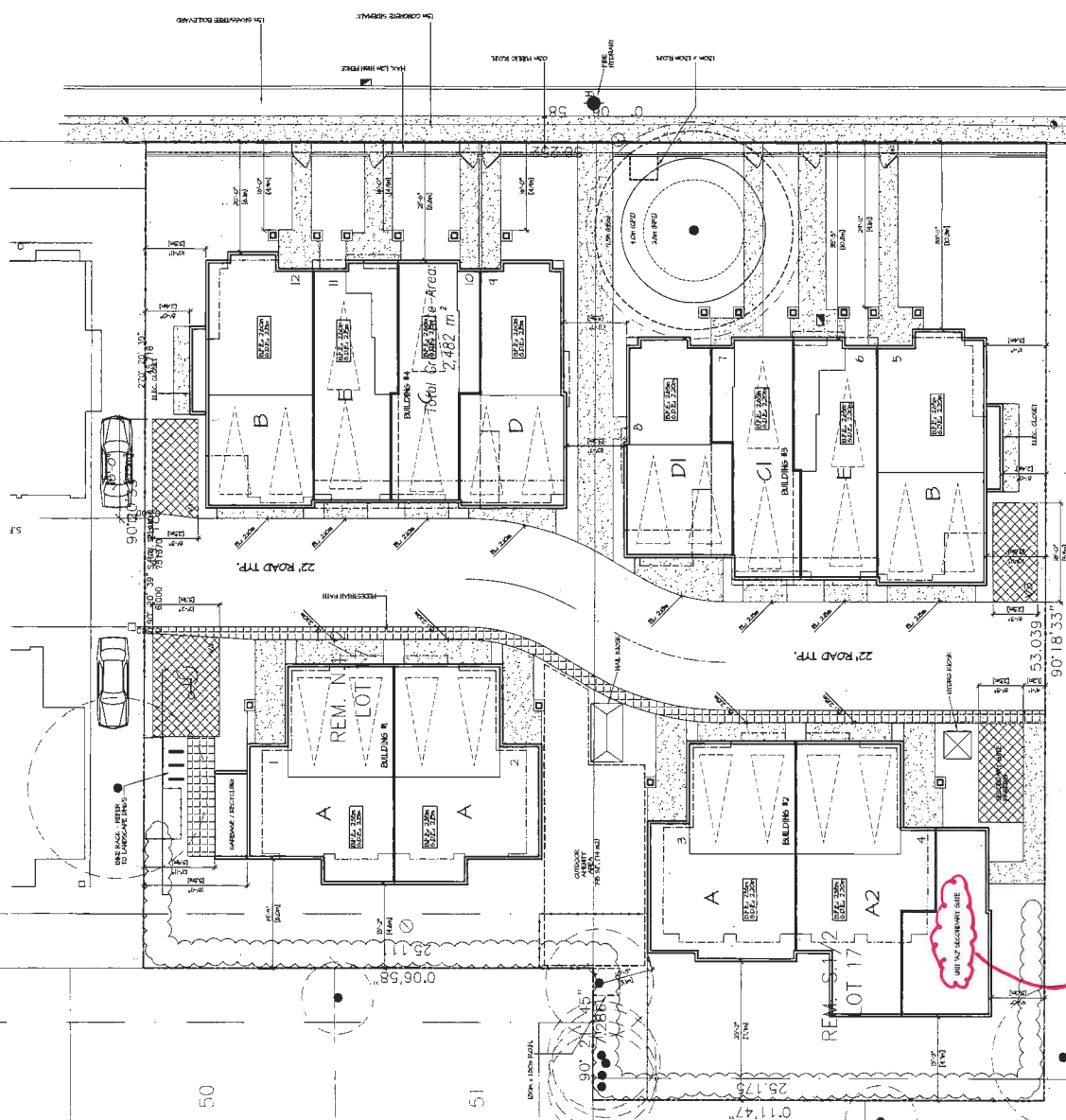
PROVIDED: RESIDENTIAL: 25 SPACES
VISITOR: 5 SPACES
TOTAL: 30 SPACES

NOTE: ADDITIONAL VISITOR PARKING SPACE IS PROVIDED FOR MET 'N' SECONDARY SUITE

UNIT BREAKDOWN: REQUIRED ALL FLOOR TYPING: WITH 10' F.A.R. CRANES

UNIT TYPE	# OF BEDROOMS	UNIT AREA	# OF UNITS	TOTAL AREA
UNIT A1	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT A2	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT A3	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT B1	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT B2	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT B3	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT C1	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT C2	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT C3	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT D1	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT D2	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT D3	3 BEDROOMS	1,562 SF.	1	1,562 SF.
UNIT E	2 BEDROOMS	1,248 SF.	2	2,496 SF.

REM. S.1/2
LOT 18



SECONDARY SUITE
2,460 sq. ft.





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

SOUTH ELEVATION

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

WEST ELEVATION

SCHEDULE OF FINISHES

- 1 ASPHALT SHINGLE ROOFING
- 2 PREFINISHED ALUMINUM GUTTER ON 2x6 WOOD FASCIA
- 3 1x4 WOOD TRIM ON 2x6 WOOD FASCIA
- 4 HARDIE-SHINGLE SIDING
- 5 HARDIE-PLANK LAP SIDING (6" PROFILE)
- 6 HARDIE-PANEL SIDING WITH BATTERS
- 7 CULTURED LEDGESTONE VENEER
- 8 VINYL FRAMED WINDOWS WITH 2x6 TRIM
- 9 12x12 BUILT-UP COLUMN IVORY HARDIE PANEL SIDING
- 10 2x4x4 COLUMN BASE W/ CULTURED LEDGESTONE VENEER
- 11 2x6 WOOD TRIM
- 12 WINDOW SILL - 2x4 LAP ON 2x6 WOOD TRIM
- 13 3'-6" HIGH ALUMINUM PICKET GUARDRAIL

SYMB	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE	COMMENTS
Pa	8	<i>Pinus servati</i> "Amagawa"	Japanese Cherry	8.0 cm Cal. B&B	Full, well branched
Pa	12	<i>Styax japonica</i>	Japanese Snowbell	2.6 m B&B	Full, Uniform branching
Bs	---	<i>Buxus microphylla</i> "Winkler Gem"	Korean Sawwood	#3 Gall. Pot. 30" o.c.	Full
Cc	---	<i>Carex morrowii</i> "Ice Dance"	Evergreen Sedge	#1 Gall. Pot. 24" o.c.	Full
Cc	---	<i>Chelydra terrata</i>	Mexican Grass	#3 Pot. 36" o.c.	Full
Db	---	<i>Daphne odora</i>	Fragrant Daphne	#3 Gall. Pot. 18" o.c.	Full
Hm	---	<i>Hemerocallis</i> "Mac the Knife"	Red Daylily	#1 Gall. Pot. 18" o.c.	Full
Hs	---	<i>Hydrangea macrophylla</i>	Hydrangea	#1 Gall. Pot. 12" o.c.	Full
Ms	---	<i>Miscanthus sinensis</i>	Maiden Grass	#5 Pot. 24" o.c.	Full
Nd	---	<i>Nandina domestica</i>	Heavenly Bamboo	#2 Pot. 24" o.c.	Full
Of	---	<i>Opuntia japonica</i>	Mexico Grass	#1 Gall. Pot. 18" o.c.	Full
Pa	---	---	---	---	---
Tm	---	<i>Taxus x media</i> "Hickax"	Hicks's Yew	1.2 m Ht. 24" o.c.	Full, multi-trunked at 1.0m
Vn	---	<i>Viburnum</i>	---	#1 Pot. 18" o.c.	Full

1. Provide all plant material meeting BCSEA / BCNLA Standard, latest edition.
2. All street trees are to be planted in accordance with City of Richmond requirements for species, soil volume and installation. Conform with Richmond Parks for species and selection.
3. Plant species are to include all of Lower Mainland, Vancouver Island and Interior regions of BC.
3. No substitutions or adjustments without prior approval by the landscape architect.

New centrally located amenity area with outdoor play area, mail kiosk, seating and decorative planting at the edges.

NOT FOR CONSTRUCTION

	DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK OF AMERICA	DATE
46.	12-27-2014					
1	Nov 17 2011	Issue For Reasoning				
2	Mar 13 2011	Issue For Reasoning				
3	Jun 8 2013	Re-issue For Reasoning				
3	Jul 28 2013	Re-Issue For Reasoning				

Richmond BC

Date: Nov 17 2015
 Project #: 15044
 Size: 3/32" = 1" O
 Drawing: 11.1

The Amenity Space Is an Integrated Experience featuring a mailbox, kiosk, play area and seating all in one area to encourage opportunities for social interaction and provide a sense of community. The use of hedges and planting strips create a buffer between the road and the amenity space.

Define Public and Private
Streets, trees, planting and landscaping along the streets will be done by the state, while the sidewalks will be done by the city. The state will dominate the transition from public to private space. The city will be responsible for the maintenance of the sidewalks and the planting of trees and shrubs. The city will also be responsible for the maintenance of the sidewalks and the planting of trees and shrubs. The city will also be responsible for the maintenance of the sidewalks and the planting of trees and shrubs.

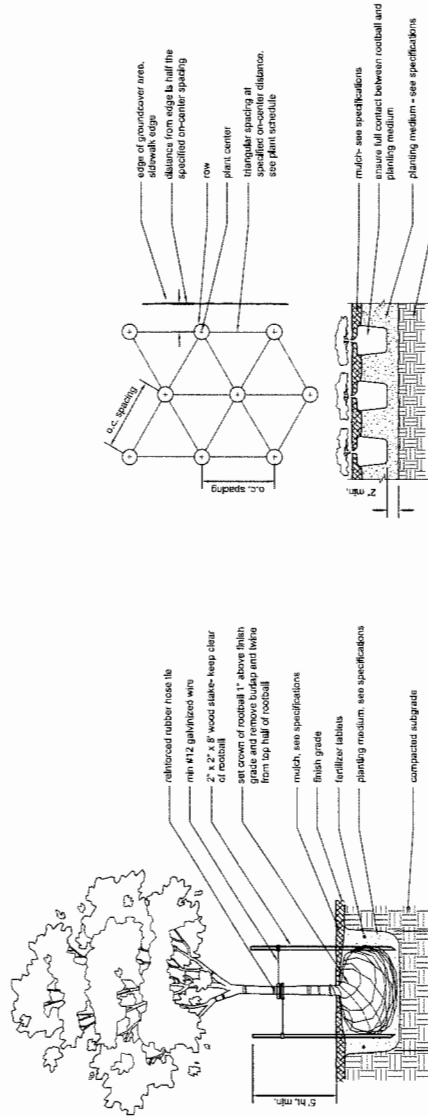
EXISTING TREE RETENTION

EXISTING TREE RETENTION

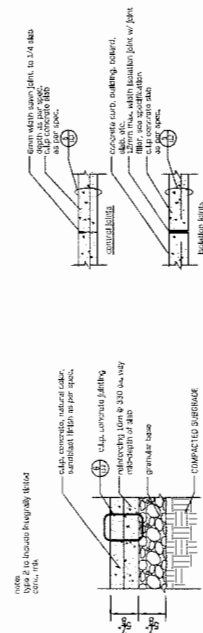
Refer to arborist tree protection plan, report and recommendations.



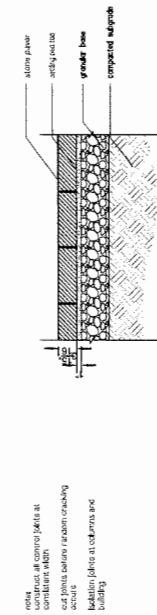
1	Soil Profile Typ.
11.2	1'-1' 0"
2	Shrub Planting Typ.
11.2	1'-1' 0"



3	Tree Planting Typ.	1.12	1" - 1' 0"
4	Groundcover Spacing Typ.	1.12	1" - 1' 0"



5	C.I.P. Concrete Typ.	1.12	1'-1'0"
6	Control Joints Typ.	1.12	1'-1'0"



7 Stone Pavers
1'-1'0"

NOT FOR CONSTRUCTION

id	discovery	date
3	Redox for freezing	Jul 20 2017
2	Reax for freezing	Mar 13 2017
1	Reax for freezing	Nov 17 2016

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Multiunit Development
9291 & 9311 No 2 Road
Richmond BC

Landscape
Details

Author	Amir, A. J. 2017
Project No.	15014
NA	9070%
Project Name	LI.2



RZ 15-716773

Attachment 3

Address: 9291 and 9311/9331 No. 2 Road

Applicant: Jhujar Construction Ltd.

Planning Area(s): Blundell

	Existing	Proposed
Owner:	Jhujar Construction Ltd.	No Change
Site Size (m²):	2,482 m ²	No Change
Land Uses:	Single-Family Residential / Two-Family Residential	Multiple-Family Residential
OCP Designation:	Low-Density Residential	No Change
Area Plan Designation:	N/A	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/E) and Two-Unit Dwellings (RD1)	Low Density Townhouses (RTL4)
Number of Units:	3	12
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60 Max.	none permitted
Lot Coverage – Building:	Max. 40%	40% Max.	none
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard (m):	Min. 6.0 m	6.1 m	none
Setback – North Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – South Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (m):	Min. 3.0 m	4.6 m	none
Height (m):	Max. 12.0 m (3 storeys)	<ul style="list-style-type: none"> 12.0 m (3 storeys) Max. along No. 2 Road 9.0 m (2 storeys) Max. along west property line 	none
Lot Width:	Min. 50.0 m	50.25 m	none
Lot Depth:	Min. 35.0 m	45.12 m Min.	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit + 1 (R) per secondary suite	2 (R) and 0.251 (V) per unit + 1 (R) per secondary suite	none
Off-street Parking Spaces – Total:	25 (R) and 3 (V)	25 (R) and 3 (V)	none
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (24 x Max. 50% = 12)	8	none
Small Car Parking Spaces	None when fewer than 31 spaces are provided on site	0	none
Handicap Parking Spaces:	Min. 2% of parking stalls required when 3 or more visitor stalls are required (28 x 2% = 1 space)	1	none
Bicycle Parking Spaces – Class 1 / Class 2:	1.25 (Class 1) and 0.2 (Class 2) per unit	1.25 (Class 1) and 0.25 (Class 2) per unit	none
Off-street Parking Spaces – Total:	15 (Class 1) and 3 (Class 2)	15 (Class 1) and 3 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 12 units = 72 m ²	74 m ²	none

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

TREE INVENTORY AND ASSESSMENT LIST:

- [illegible]

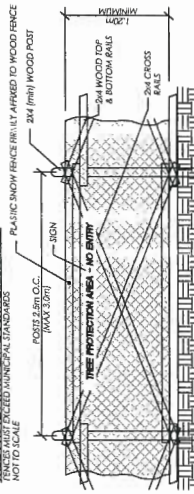
TREE PROTECTION GUIDELINES:

- [illegible]

TREE PROTECTION FENCE DETAIL - SAMPLE:

**FENCES MUST EXCEED MUNICIPAL STANDARDS
NOT TO SCALE**

FENCES MUST NOT TO BE



SEE SHEET 2 FOR DRAWING DETAILS

REV #	DATE	COMMENTS
0	AUG 17, 2015	INITIAL SUBMISSION
3	AUG 2, 2017	UPDATED SITE PLAN

TREE MANAGEMENT DRAWING

PROJECT:	PROPOSED TOWNHOUSE DEVELOPMENT
----------	--------------------------------

ADDRESS:	9311 & 9291 No.2 ROAD. RICHMOND
----------	---------------------------------

CLIENT:	JHUJAR CONSTRUCTION
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SHEET: 1 OF 2

CI FIF	15241
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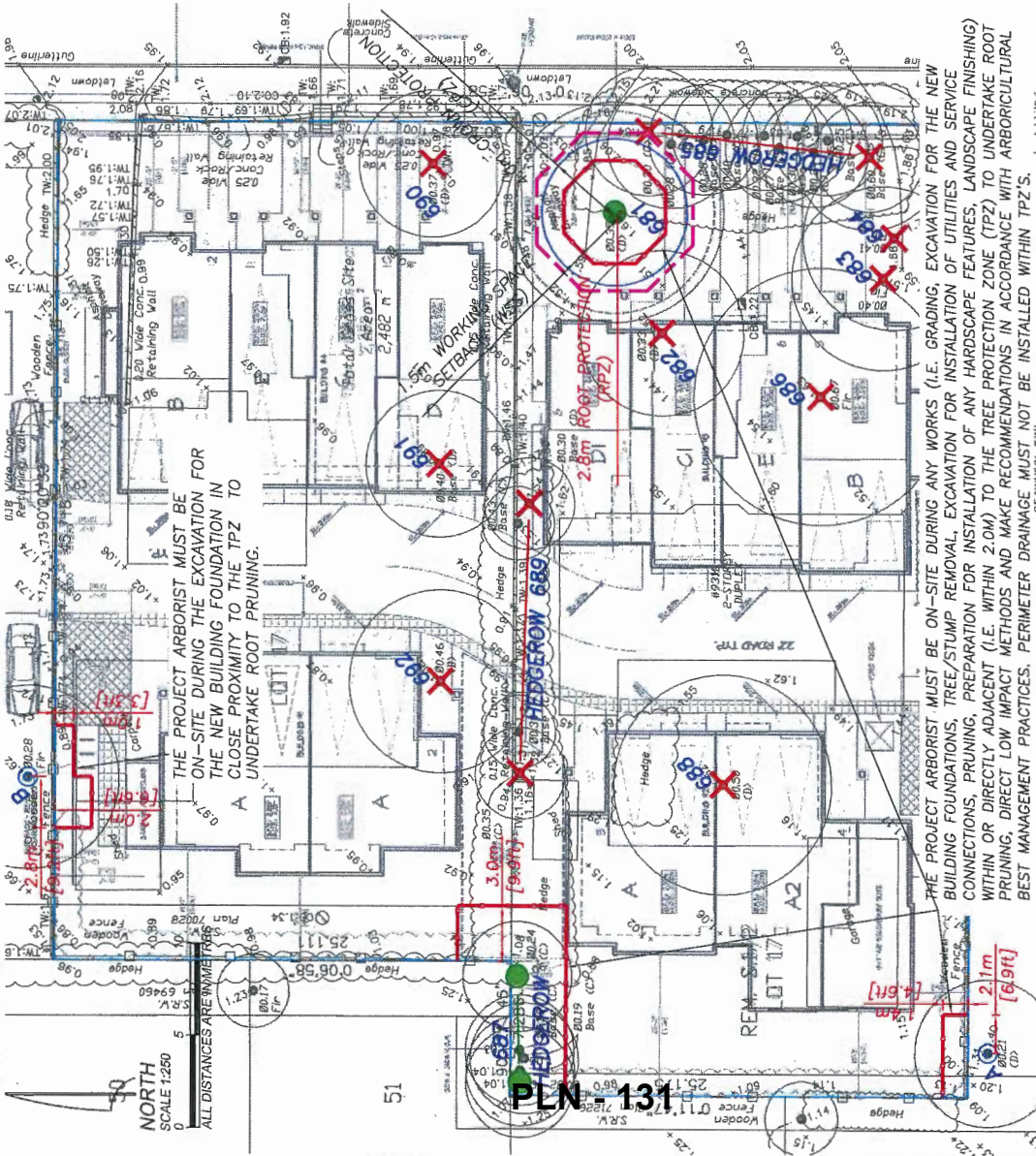
aclaroup.ca



**ARBORTECH
CONSULTING**

SUITE 145 - 12051 HORSESHOE WAY, RICHMOND, BC V7A 4V4
p 604 275 3484

PLN - 130



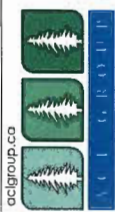
SUGGESTED PLANT LIST: REPLACEMENT TREES

Please use botanical name when ordering.
 Size: H denotes height and C denotes calliper.
 Current arboricultural best management practices and BCSPA/BCMA standards apply to: quality, root ball, health, form, handling, planting, staking and establishment care.
 Scale: Height and Spread (metres) are approximate mature sizes considering landscape planting in a "Southern Coastal BC" growing environment - actual dimensions will vary.

CODE	QTY	Site	BOTANICAL NAME	COMMON NAME
BROADLEAF - SMALL TO MEDIUM SCALE:				
AG	6cm C		Acro griseum	Paperbark maple
FSD	6cm C		Fagus sylvatica 'Dawyd'	Dawyd beech
SP	6cm C		Stewartia pseudocamellia	Japanese Stewartia
AU	6cm C		Anthus unedo	Strawberry tree
CC	3.5m H		Cercis canadensis	Redbud
SR	6cm c		Syringa reticulata	Lilac
EVERGREEN - SMALL SCALE:				
APC	3.5m H		Abies procera 'Glauc'	Noble fir
PO	3.5m H		Prinos comilla	Serbian spruce

LEGEND:

- ✕ denotes TAG NUMBER or ID REFERENCE.
- ⊗ denotes PRIORITY RANKING for treatment planning consideration.
- ⊗ denotes DRIPLINE (spread of the branches and foliage) of the tree.
- denotes RETENTION tree (proposed).
- ✕ denotes REMOVAL tree (proposed).
- ⊗ denotes HIGH RISK REMOVAL tree (proposed).
- ⊗ denotes OFF-SITE tree (to be protected and/or owner contacted as noted).
- ⊗ denotes NON-SYLAW undersize tree (as measured by project arborist).
- ⊗ denotes SITE or STUDY AREA BOUNDARY.
- ⊗ denotes TREE PROTECTION ZONE (TPZ) setback alignment as specified by project arborist.
- ⊗ denotes REPLACEMENT TREE proposed (conceptual location - see plant list for details).



SUITE 145 - 12051 HORSESHOE WAY, RICHMOND, BC V7A 4V4 p 604.275.3484

TREE MANAGEMENT DRAWING			
PROJECT: PROPOSED TOWNHOUSE DEVELOPMENT			
ADDRESS: 9311 & 9291 No.2 ROAD, RICHMOND			
CLIENT: JHUJAR CONSTRUCTION			
ACL FILE: 15241			
SHEET: 2 OF 2			

SEE SHEET 1 FOR TREE DATA AND SPECIFICATIONS



Address: 9291 and 9311/9331 No. 2 Road

File No.: RZ 15-716773

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9749, the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of all existing dwellings).
2. Registration of a flood indemnity covenant on Title.
3. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until one secondary suite is constructed on site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
4. Registration of a legal agreements on Title or other measures, as determined to the satisfaction of the Director of Development, to ensure a surface parking stall is assigned to the unit with a secondary suite, and that the parking stall will be for the sole use of the secondary suite.
5. Registration of a legal agreement or measures, as determined to the satisfaction of the Director of Development, ensuring that the only means of vehicle access to and from 9291 and 9311/9331 No. 2 Road is from the Public Rights of Passage (PROP) statutory rights-of-way (SRW) (registered under CA5001624, EPP 51370) burdening the adjacent property to the north at 9211 No. 2 Road; and that there be no direct vehicle access to or from No. 2 Road.
6. Registration of a cross-access easement, statutory right-of-way (SRW), and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the full width and extent of the north-south internal drive aisle on site in favour of the existing and future residential development to the north, as well as the future residential developments to the south. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW and that no permanent structures, including concrete curbs, are to be constructed at the north and south ends of the on-site north-south drive aisle.
7. Registration of a legal agreement on Title, prohibiting the conversion of the tandem parking area into habitable space.
8. Registration of a legal agreement on Title, identifying that the proposed development must be designed and constructed to meet or exceed EnerGuide 82 criteria for energy efficiency and that all dwellings are pre-ducted for solar hot water heating.
9. Discharge of existing covenant AE16486 registered on title, which restricts the use of the property to a duplex.
10. 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 and on adjacent properties. 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.
11. City acceptance of the developer's offer to voluntarily contribute \$0.79 per buildable square foot (e.g. \$12,662.91) to the City's Public Art fund.
12. City acceptance of the developer's offer to voluntarily contribute \$4.00 per buildable square foot (e.g. \$64,116.00) to the City's affordable housing fund.
13. Contribution of \$12,000.00 in-lieu of on-site indoor amenity space.
14. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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

1. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (EnerGuide 82 or better), in compliance with the City's Official Community Plan.

Prior to a Development Permit* issuance, the developer is required to complete the following:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect.
2. Submission of a Tree Survival Security to the City as part of the Landscape Letter of Credit to ensure that all trees identified for retention will be protected. No Landscape Letter of Credit will be returned until the post-construction assessment report, confirming the protected trees survived the construction, prepared by the Arborist, is reviewed by staff.

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

1. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to:

Water Works

- a. Using the OCP Model, there is 442 L/s of water available at a 20 psi residual at the hydrant at 9260 No.2 Rd. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b. The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage and Building designs.
 - Install a fire hydrant at No.2 Road frontage to service the proposed townhouse development. Coordination with the City's Fire Department to confirm the location of the proposed hydrant is required.
- c. At Developers cost, the City is to:
 - Cut and cap at main, the existing water service connections to both 9291 and 9311 No.2 Rd.
 - Install 1 new water service connection off of the 200mm PVC watermain along No.2 Rd.

Storm Sewer Works

- a. At Developer's cost, the City is to:
 - Check the size and condition of the existing storm service connection on lot 9291's frontage. Upgrade to the service connection pipe may be required if it is inadequately sized or in poor condition.
 - Cut, cap, and abandon the existing storm service connection lead and dispose existing inspection chamber at the northeast corner of Lot 9311.
 - Install a new Type III inspection chamber and remove the existing storm inspection chamber STIC51279.

Sanitary Sewer Works

- a. At Developers cost, the City is to:
 - Remove the existing IC and sanitary lead that services Lot 9291.
 - Install a 150mm service connection complete with an inspection chamber and tie-in to existing manhole SMH3304 located at the northwest corner of 9311 No 2 Road. Connection shall utilize the existing opening at the southeast face of SMH3304.
- b. The Developer is required to:
 - Not start building construction until the rear yard sanitary connection is completed by city crews.

Frontage Improvements

- a. The Developer is required to:
 - Construct a new 1.5 m wide concrete sidewalk immediately along the east property line of the site. The new sidewalk is to connect to the existing sidewalk north and south of the subject site. The alignment of the sidewalk may be changed for tree protection purposes.
 - Remove the existing sidewalk next to the curb and backfill the area to provide a grass/tree boulevard between the new sidewalk and the existing curb.

- The existing driveways to provide access to the subject site from No. 2 Road are to be closed permanently. Remove the existing driveway crossings and replace with barrier curb/gutter, boulevard and sidewalk per standards described above. The developer of this site is responsible for the design and construction of curb/gutter, sidewalk and boulevard as part of the driveway closure works in addition to other required frontage improvements.
- Coordinate with BC Hydro, Telus and other private communication service providers when:
 - i. Undergrounding Hydro service lines.
 - ii. Relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - iii. Determine if above ground structures are required and coordinate their locations on-site with the architect and private utility companies (e.g. PMT, LPT, Shaw cabinets, Telus, Kiosks, etc).

General Items

- a. The Developer is required to:
 - Provide additional ROW to accommodate the proposed service connections. Details to be determined during the SA process.
 - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
 - Provide a pre-load plan and geotechnical assessment of impact to existing surrounding utilities and recommendations to mitigate the impact.
2. Installation of appropriate tree protection fencing around all trees and hedges to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

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 and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$18,000 in total) to ensure the replacement planting will be provided.
3. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
4. Incorporation of energy efficiency, CPTED, sustainability, and accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
5. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
6. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

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

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9749 (RZ 15-716773)
9291 and 9311/9331 No. 2 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 "**LOW DENSITY TOWNHOUSES (RTL4)**".

P.I.D. 004-014-758

North Half Lot 17 Except: Part Subdivided by Plan 60236, Block "B" Section 25 Block 4
North Range 7 West New Westminster District Plan 1353

and

P.I.D. 002-821-991

The South Half of Lot 17 Except: Part Subdivided by Plan 70853; Block "B" Section 25
Block 4 North Range 7 West New Westminster District Plan 1353

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 9749**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

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

MAYOR

CORPORATE OFFICER



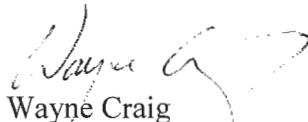
City of Richmond

Report to Committee Planning and Development Division

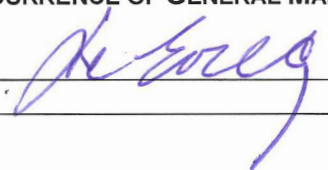
To: Planning Committee
From: Wayne Craig
Director, Development
Date: August 25, 2017
File: RZ 16-729962
Re: Application by Interface Architecture Inc. for Rezoning at 9211 and 9231 Williams Road from "Single Detached (RS1/E)" to "Low Density Townhouses (RTL4)"

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9750, for the rezoning of 9211 and 9231 Williams Road from "Single Detached (RS1/E)" zone to "Low Density Townhouses (RTL4)" zone, be introduced and given first reading.


Wayne Craig
Director, Development

WC:el
Att. 5

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

Staff Report

Origin

Interface Architecture Inc. has applied to the City of Richmond for permission to rezone 9211 and 9231 Williams Road (Attachment 1) from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone in order to permit the development of eight townhouse units with vehicle access directly from Williams Road.

Project Description

The two properties under this application have a total combined frontage of 40.26 m, and are proposed to be consolidated into one development parcel. The site layout includes four duplex buildings with a proposed density of 0.6 FAR. Two secondary suites are included in this proposal. A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2. The site currently contains two single family homes, which will be demolished.

Findings of Fact

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

Surrounding Development

To the North: Existing single family dwellings on lots zoned “Single-Detached (RS1/E)”.

To the South: Across Williams Road, South Arm Park on lands zoned “School & Institutional Use (SI)”.

To the East: Existing single family homes with coach houses on compact lots zoned “Coach Houses (RCH)”, which are identified for townhouse development under the Arterial Road Land Use Policy; and a 20-unit townhouse complex zoned “Medium Density Townhouses (RTM2)”.

To the West: Existing single family dwellings on lots zoned “Single-Detached (RS1/E)”, which are identified for townhouse development under the Arterial Road Land Use Policy.

Related Policies & Studies

Official Community Plan

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

Arterial Road Policy

The Arterial Road Land Use Policy in the City’s 2041 OCP (Bylaw 9000), directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for “Arterial Road Townhouse” on the Arterial Road Housing Development Map and

the proposal is in compliance with the Townhouse Development Requirements under the Arterial Road Policy.

Floodplain Management Implementation Strategy

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

Public Art

In response to the City's Public Art Program (Policy 8703), the applicant will provide a voluntary contribution at a rate of \$0.81 per buildable square foot (2016 rate) to the City's Public Art Reserve fund; for a total contribution in the amount of \$8,726.62.

Public Consultation

A rezoning sign has been installed on the subject property. Staff received a request from the property owners of the adjacent property to the north (9291 Pinewell Crescent) not to allow the entry driveway to the proposed townhouse development to be located along the west property line of the development site due to potential headlight glare and privacy concerns. The proposed entry driveway will be located in the middle of the site's Williams Road frontage to allow for a more efficient site layout and address the neighbours' concerns. Transportation staff have reviewed the design and have no concerns.

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

Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Built Form and Architectural Character

The applicant proposes to consolidate the two properties into one development parcel with a total area of 1,668.2 m², and construct eight townhouse units. The layout of the townhouse units is oriented around a single driveway providing access to the site from Williams Road and an east-west internal manoeuvring aisle providing access to the unit garages. The outdoor amenity area will be situated in a central open courtyard at the rear (north) of the site.

The proposal consists of a mix of two-storey and three-storey townhouse units, all with side-by-side double car garages. Two ground level secondary suites are proposed to be included in this development proposal. These suites will be contained in two of the three-storey units (unit type C) proposed on site, located on either side of the main entry driveway (see Attachment 2). The total floor area of each of these C units is approximately 148 m² (1,591 ft²) and the size of each secondary suite is approximately 23 m² (250 ft²). Each secondary suite contains a sleeping area, a living/dining area, a kitchenette and a bathroom. A surface parking stall will be assigned to each of the secondary units.

To ensure that the secondary suites are built, registration of a legal agreement on Title, stating that no final Building Permit inspection will be granted until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw, is required prior to final adoption of the rezoning bylaw.

To ensure that the parking stalls assigned to the secondary suites are for the sole use of each of the secondary suites, registration of a legal agreement on Title, or other measures, as determined to the satisfaction of the Director of Development, is required prior to final adoption of the rezoning bylaw.

A Development Permit processed to a satisfactory level is a requirement of zoning approval. Through the Development Permit, the following issues are to be further examined:

- Compliance with Development Permit Guidelines for multiple family projects in the 2041 Official Community Plan.
- Refinement of the proposed building form to achieve sufficient variety in design and setbacks to create an interesting streetscape along Williams Road and along the internal drive aisles, to reduce visual massing of the three-storey units along Williams Road, and to address potential adjacency issues.
- Review of size and species of on-site replacement trees to ensure bylaw compliance and to achieve an acceptable mix of conifer and deciduous trees on site.
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.
- Opportunities to maximize planting areas along internal drive aisles, to maximize permeable surface areas, and to better articulate hard surface treatments on site.
- Review of aging-in-place features in all units and the provision of convertible units.
- Review of a sustainability strategy for the development proposal, including measures to achieve an EnerGuide Rating System (ERS) score of 82.

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

Existing Legal Encumbrances

There is an existing 3.0 m wide utility right-of-way along the north property line of the site for the existing sanitary sewer. The developer is aware that no construction is permitted in this area.

Transportation and Site Access

One driveway from Williams Road is proposed. The long-term objective is for the driveway access established on Williams Road to be utilized by adjacent properties to the east and west if they apply to redevelop. A Public Right-of-Passage (PROP) Statutory Right-of-Way (SRW) over the entire area of the proposed driveway and the internal manoeuvring aisle will be secured as a condition of rezoning.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which assesses the structure and condition of on-site tree species, and provides recommendations on tree retention and removal. The Report assesses one bylaw-sized trees on the subject site, three trees on neighbouring property, and three trees on City property. The City's Tree Preservation Coordinator and Parks Operation staff have reviewed the Arborist's Report and accepted the proposed tree retention scheme (Attachment 4):

- One 39 cm calliper Cherry tree (tag# 754) located on the development site is infected with Fungal Blight, exhibits structural defects including cavities at the secondary branch unions and co-dominant stems with inclusions. As a result, this tree is not a good candidate for retention and should be replaced. Two replacement trees are required. According to the Preliminary Landscape Plan (Attachment 2), the developer is proposing to plant 16 new trees on-site. The size and species of replacement trees will be reviewed in detail through Development Permit and overall landscape design.
- Three Cottonwood trees located on neighbouring property to the north at 9291 Pinewell Crescent were removed by the neighbouring property owners under Tree Permit (T2 16-722068).
- Two street trees (tag# A & C) located on City property should be protected as per City of Richmond Tree Protection Information Bulletin Tree-03. Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones is required.
- One Flowering Cherry tree (tag# B) located on City property is required to relocate to a location in South Arm Park. Developer is required to contact Parks Division four business days prior to the relocation to finalize the details and allow for proper signage to be posted. Prior to final adoption of the rezoning bylaw, proof of a contract with a company specializing in tree relocation to undertake the transplant of these trees is required.

Variances Requested

The proposed development is generally in compliance with the "Low Density Townhouses (RTL4)" zone other than the variances noted below. Based on the review of the current plans for the project, the following variances are being requested:

- Increase the maximum lot coverage from 40% to 41% to accommodate the ground floor secondary suites;
- Reduce the ground floor front yard setback from 6.0 m to 4.5 m for the units with a secondary suite and reduce the overall front yard setback from 6.0 m to 5.4 m for all other units;
- Allow one small car parking stall in each of the side-by-side garages (eight small car stalls in total) and small car parking stalls for the secondary suite units.

Staff support the requested variances recognizing that a 0.6 m road dedication is required along the entire Williams Road frontage and that additional floor spaces are preferred for the two secondary units proposed in the front buildings, on the ground floor. These variances will be reviewed in the context of the overall detailed design of the project, including architectural form, site design and landscaping at the Development Permit stage

Affordable Housing Strategy

The applicant is required to make a cash contribution to the affordable housing reserve fund in accordance to the City's Affordable Housing Strategy. As the proposal is for townhouses, the applicant will make a cash contribution of \$4.00 per buildable square foot as per the Strategy, for a contribution of \$43,094.40.

Townhouse Energy Efficiency and Renewable Energy

The applicant has committed to achieving an EnerGuide Rating System (ERS) score of 82 and all units will be pre-ducted for solar hot water for the proposed development. A Restrictive Covenant to ensure that all units are built and maintained to this commitment is required prior to rezoning bylaw adoption. As part of the Development Permit Application review process, the developer will be required to retain a certified energy advisor (CEA) to complete an Evaluation Report to confirm details of construction requirements needed to achieve the rating.

Amenity Space

The applicant is proposing a cash contribution in-lieu of providing the required indoor amenity space on site. Council's Policy 5041 (Cash in Lieu of Indoor Amenity Space) requires that a cash contribution of \$1,000 per unit for development up to 19 units. The total cash contribution required for this eight unit townhouse development is \$8,000.00.

Outdoor amenity space will be provided on site. Based on the preliminary design, the size of the proposed outdoor amenity space complies with the Official Community Plan (OCP) requirements of 6 m² per unit. Staff will work with the applicant at the Development Permit stage to ensure the configuration and design of the outdoor amenity space meets the Development Permit Guidelines in the OCP.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the developer is required to dedicate an approximately 0.6 m wide road across the entire Williams Road frontage to accommodate the required frontage improvements including a new sidewalk and grass and treed boulevard. The developer is also required to enter into the City's standard Servicing Agreement to design and construct frontage beautification along the site frontage, storm upgrades, as well as service connections (see Attachment 5 for details). All works are at the client's sole cost (i.e., no credits apply). The developer is also required to pay DCC's (City & GVS & DD), School Site Acquisition Charge and Address Assignment Fee.

Financial Impact or Economic Impact

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

Conclusion

The proposed eight unit townhouse development is consistent with the Official Community Plan (OCP) and the Arterial Road Policy in the OCP. Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 5, which has been agreed to by the applicants (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Zoning Bylaw 8500, Amendment Bylaw 9750 be introduced and given first reading.



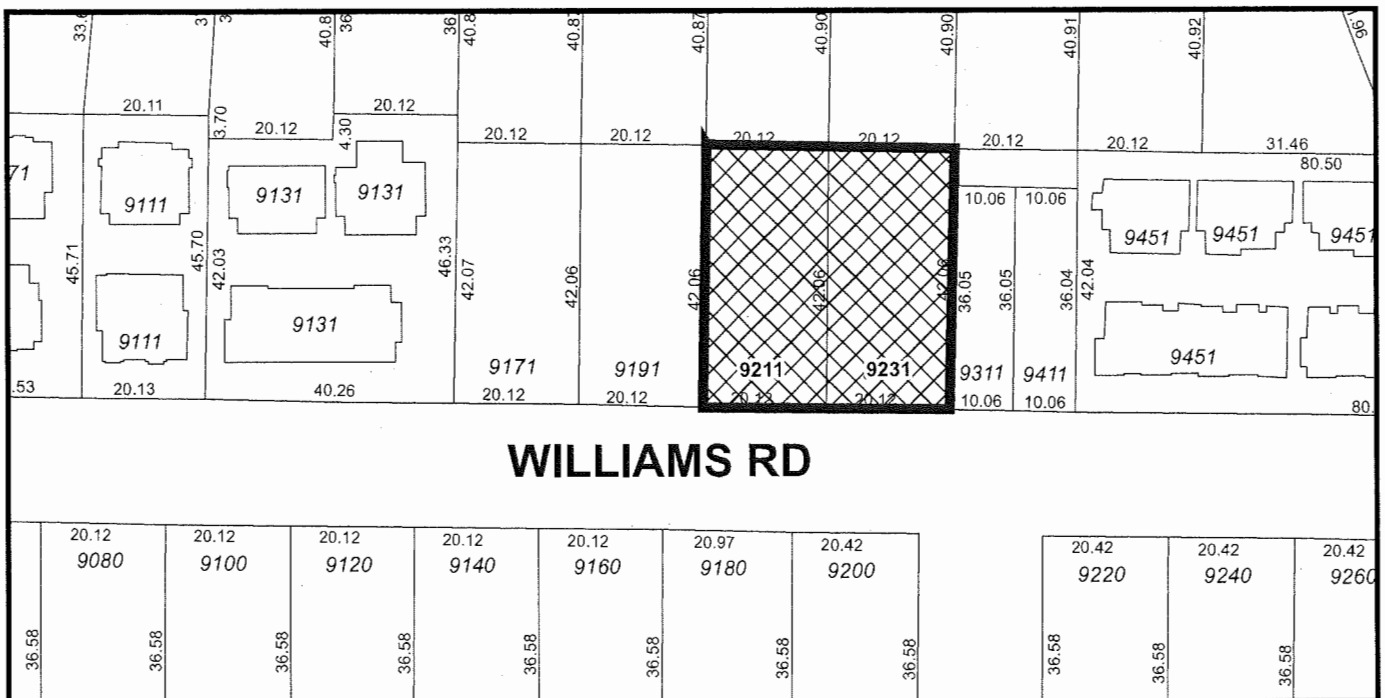
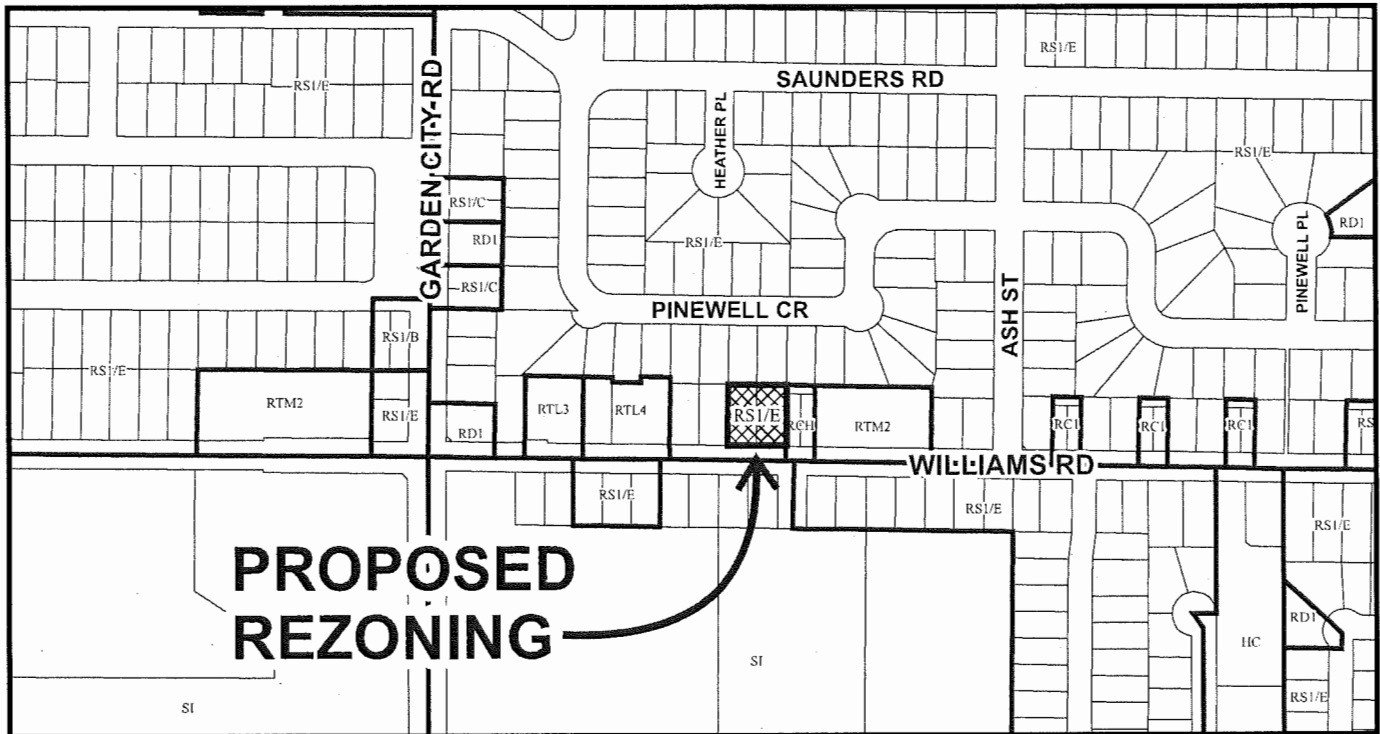
Edwin Lee
Planner 1
(604-276-4121)

EL:rg

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



City of
Richmond



RZ 16-729962

Original Date: 05/05/16

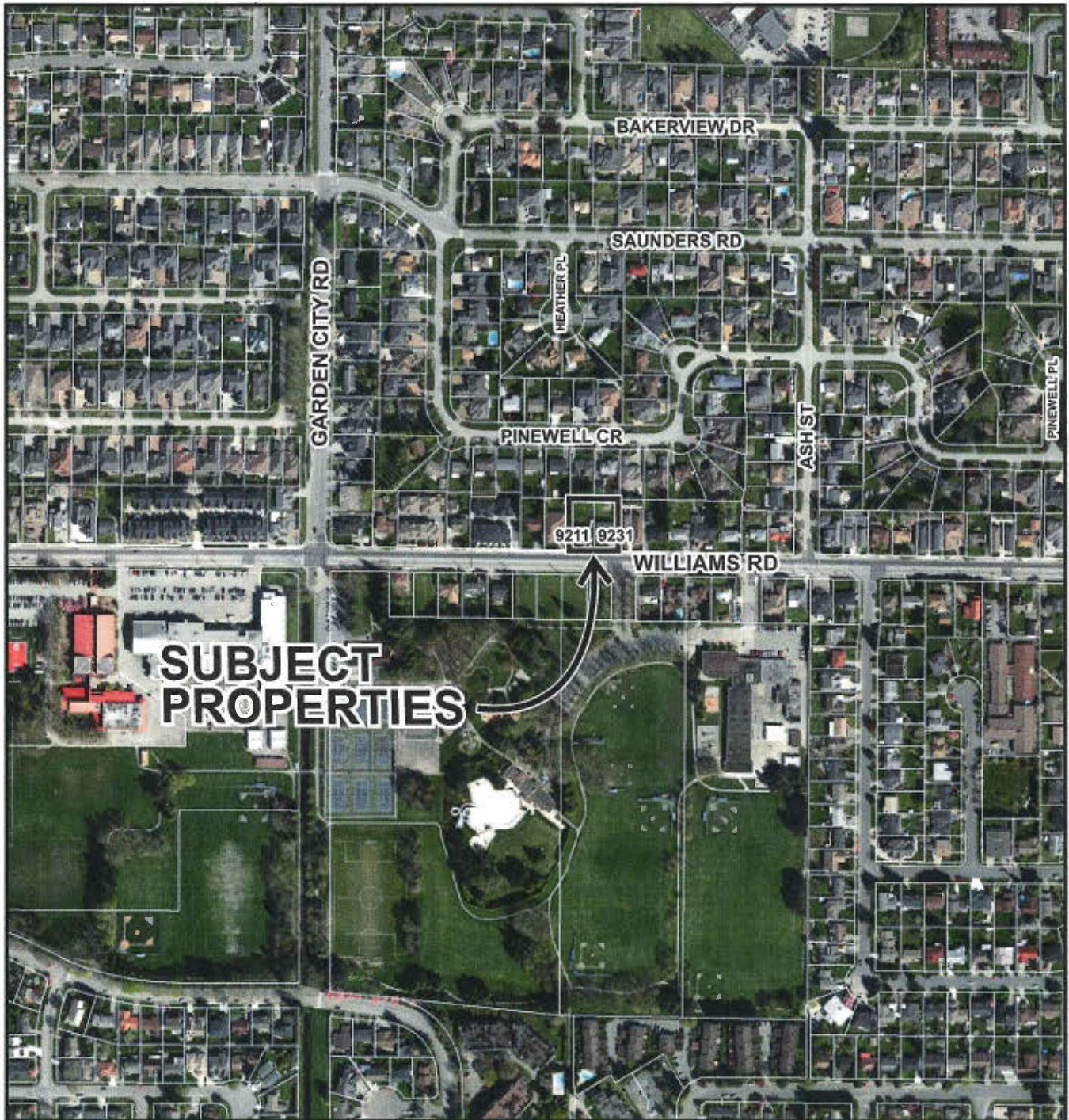
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City of
Richmond



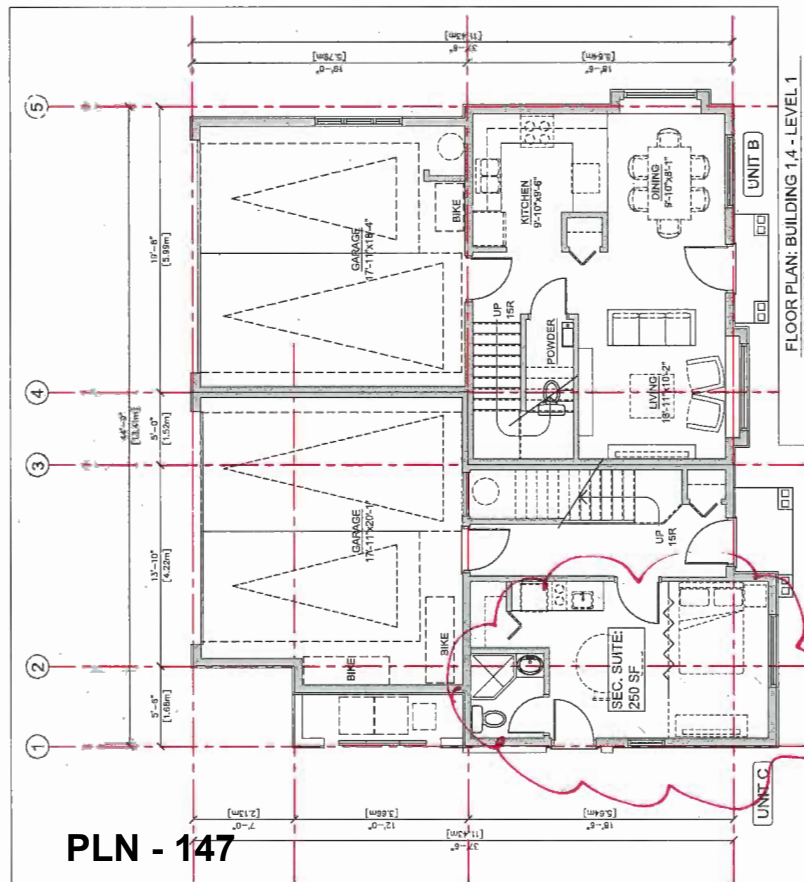
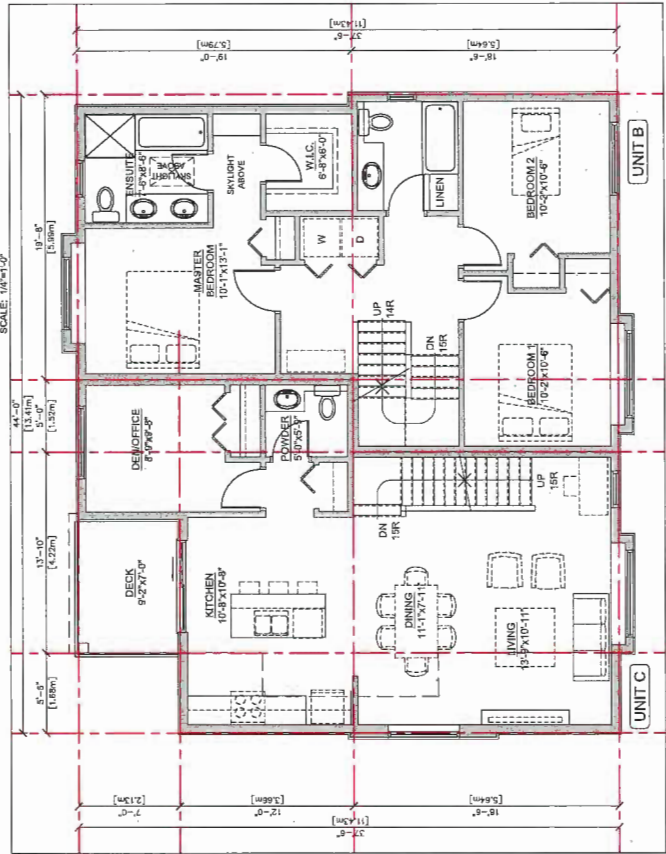
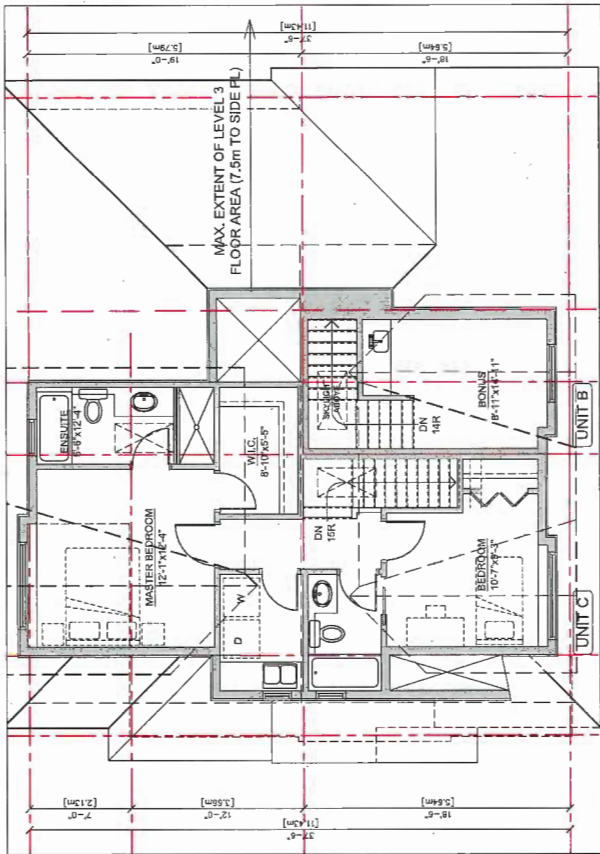
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Original Date: 05/05/16

Revision Date:

Note: Dimensions are in METRES

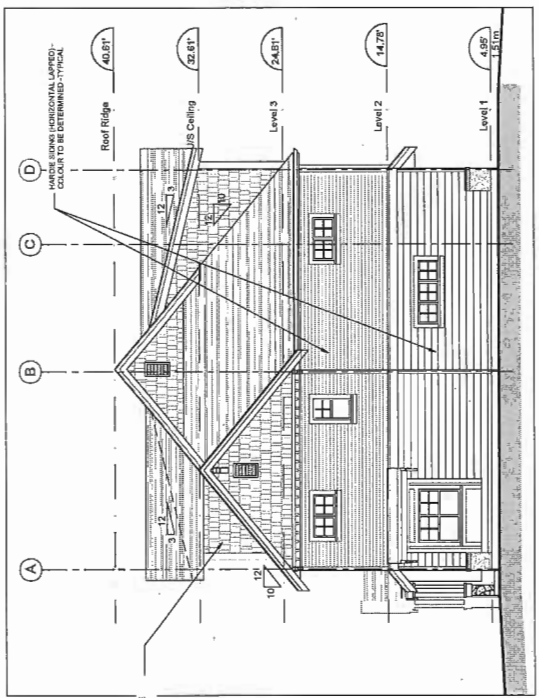
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JUN 14 2017	10 RESUBMISSION
MAY 31 2017	10 RESUBMISSION
MAY 03 2017	10 RESUBMISSION
DEC 11 2016	10 RESUBMISSION
SEP 16 2016	CLIENT REVIEW
APR 12 2016	10 APPLICATION
CONSULTANTS	
<p>INTERFACÉ</p> <p>11500 Carleton Road Carleton Place, ON L7C 9B8, AL T 604.821.1148 F 604.821.1148 www.interfacedesign.com</p>	
<p>PROJECT</p> <p>Proposed 6-Unit Townhouse Development 11500 Carleton Road Carleton Place, ON L7C 9B8, AL</p>	
PROJECT NO.	1007610
SCALE	As Shown
DATE	APR 1, 2016
DRAWN BY	KTC, BSL, AL
CHECKED BY	KTC
SHEET TITLE	KTC
FLOOR PLANS:	FLOOR PLANS: LEVEL 1, 2, 3
(BUILDING 4 SHOWN)	
DRAWING	
A2.1	



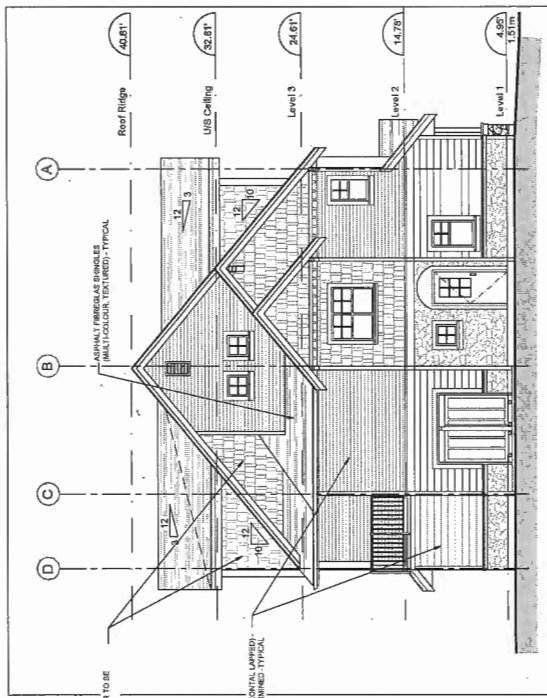
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SECONDARY SUITE

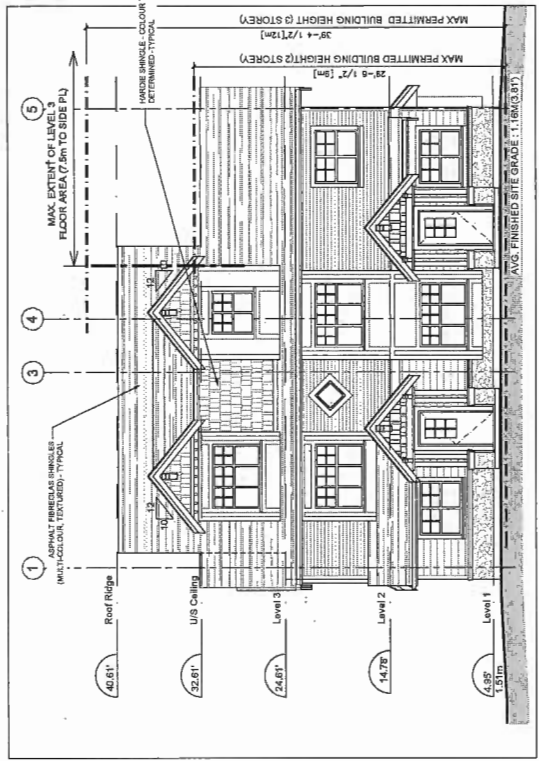
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JUN 14, 2017	RE SUBMISSION
MAR 31, 2017	RE SUBMISSION
MAR 03, 2017	RE SUBMISSION
OCT 11, 2016	RE SUBMISSION
SEP 09, 2016	CLIENT REVIEW
APR 22, 2016	RE APPLICATION
CONSULTANTS	
<p>INTERFACÉ</p> <p>3150 11500 Canine Road Gardenia, VA 22425 T 604 821 1103 F 604 821 1106 www.interfacemc.com</p> <p>PROJECT</p> <p>Proposed 8-Unit Townhouse Development 501 521 Wilmore Road, Birmingham, AL</p> <p>PROJECT NO. 1700016</p> <p>SCALE A4 (1/4" = 1'-0")</p> <p>DATE APR 1, 2016</p> <p>DRAWN BY KYG SM, AL</p> <p>CHECKED BY KYG</p> <p>SHEET TITLE ELEVATIONS: BUILDING 1 (BUILDING 4 SIM)</p> <p>DRAWING</p> <p>A3.1</p>	



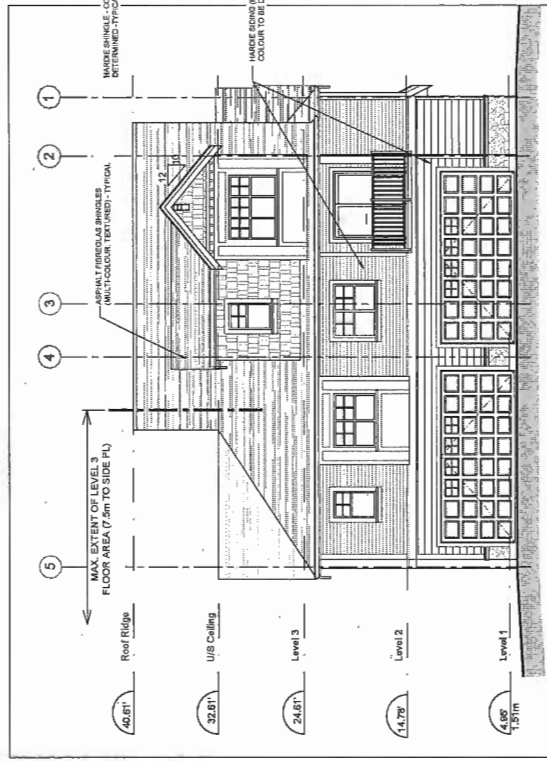
ELEVATION: BUILDING 1 - EAST
Scale: 3/16"=1'-0"



ELEVATION: BUILDING 1 - WEST
Scale: 3/16"=1'-0"



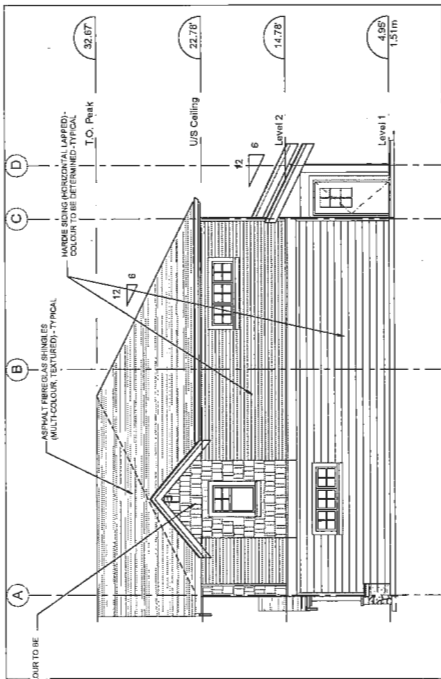
ELEVATION: BUILDING 1 - WILLIAMS ROAD (SOUTH)
Scale: 3/16"=1'-0"



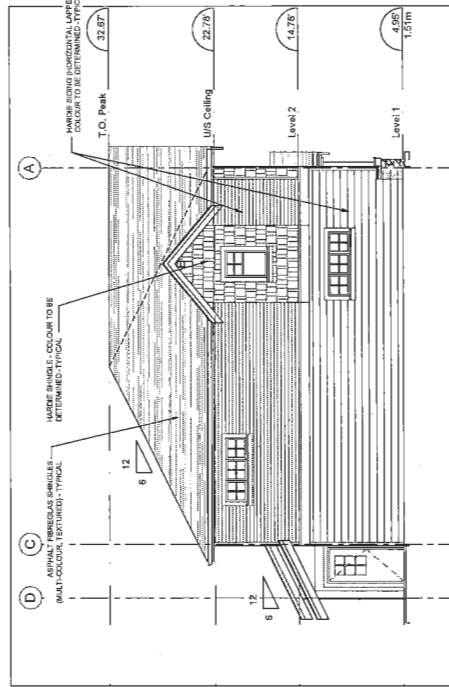
ELEVATION: BUILDING 1 - DRIVE AISLE (NORTH)
Scale: 3/16"=1'-0"

REVISIONS	
NO.	DATE DESCRIPTION
1	11.25.2017 REVISED SUBMISSION
2	11.25.2017 REVISED SUBMISSION
3	11.25.2017 REVISED SUBMISSION
4	11.25.2017 REVISED SUBMISSION
5	11.25.2017 REVISED SUBMISSION
6	11.25.2017 REVISED SUBMISSION
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8	11.25.2017 REVISED SUBMISSION
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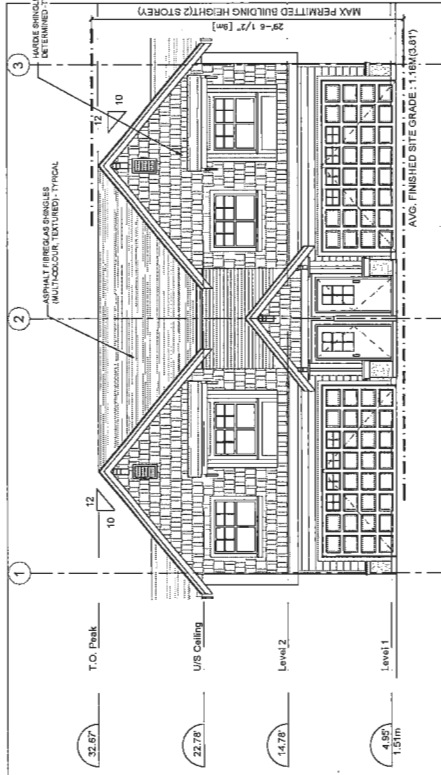
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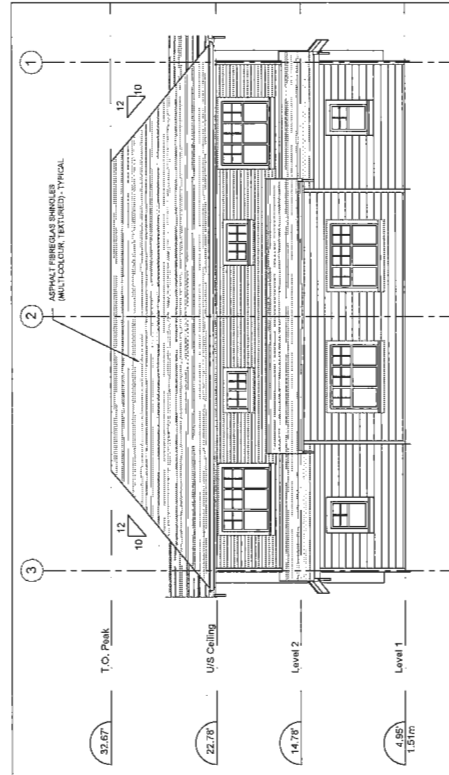
ELEVATION: BUILDING 2 & 3 - EAST
Scale: 3/16"=1'-0"



ELEVATION: BUILDING 2 & 3 - WEST
Scale: 3/16"=1'-0"

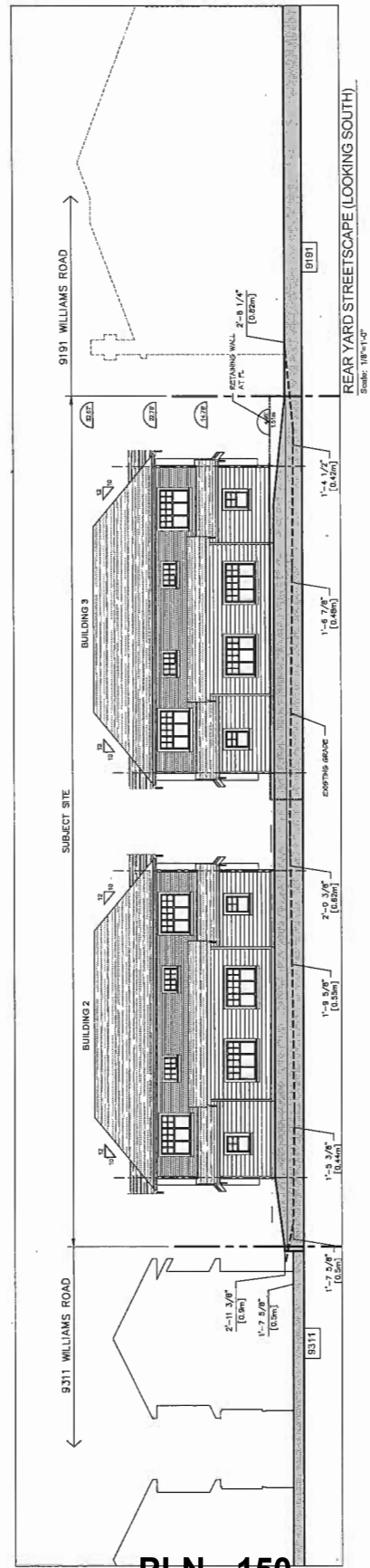


ELEVATION: BUILDING 2 & 3 - DRIVE AISLE (SOUTH)
Scale: 3/16"=1'-0"



ELEVATION: BUILDING 2 & 3 - NORTH
Scale: 3/16"=1'-0"

Lot	1.11	1.06	0.50	0.50	3.57	m
BLDG 1	1.31	1.31	1.31	1.31	5.24	m
BLDG 2	1.31	1.31	1.21	1.11	4.84	m
BLDG 3	1.11	1.31	1.11	1.11	4.64	m
BLDG 4	1.11	1.31	1.31	1.11	4.84	m
AVERAGE FINISHED SITE GRADE	1.16					m
CALCULATION	[3.01]					



PLN - 150

NOVEMBER 2017
JUL 26, 2017
JUN 14, 2017
MAR 31, 2017
JAN 30, 2017
OCT 13, 2016
JUL 26, 2016
JAN 17, 2016
CONSULTANTS

INTERPACE
 9000, 320,
 11800 Canfield Road
 Canada, ON M3S 3K5
 T 904 821 1162
 F 904 821 1168
 www.interpace.ca

PROJECT
Proposed 8-Unit Townhouse Development 801, 821 Williams Road, Richmond, B.C.
PROJECT NO.
NOVEMBER
SCALE
DATE
DRAWN BY
CHECKED BY
SHEET TITLE
STREETSCAPE VIEWS
DRAWING

A8.1



RZ 16-729962

Attachment 3

Address: 9211 and 9231 Williams Road

Applicant: Interface Architecture Inc.

Planning Area(s): Broadmoor

	Existing	Proposed
Owner:	Chia Shu Chen & 7878 Holding Ltd.	No Change
Site Size (m²):	1,692.5 m ²	1,668.5 m ² (after road dedication)
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Low-Density Residential	No Change
Area Plan Designation:	N/A	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/E)	Low Density Townhouses (RTL4)
Number of Units:	2	8
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60 Max.	none permitted
Lot Coverage – Building:	Max. 40%	41% Max.	variance required
Lot Coverage – Non-porous Surfaces:	Max. 65%	65% Max.	none
Lot Coverage – Landscaping:	Min. 25%	25% Min.	none
Setback – Front Yard (m):	Min. 6.0 m	5.4 m , except 4.5 m to secondary suites	variance required
Setback – East Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – West Side Yard (m):	Min. 3.0 m	3.0 m Min.	none
Setback – Rear Yard (m):	Min. 3.0 m	4.5 m Min.	none
Height (m):	Max. 12.0 m (3 storeys)	<ul style="list-style-type: none"> 12.0 m (3 storeys) Max. along Williams Road 9.0 m (2 storeys) Max. along north property line 	none
Lot Width:	Min. 40.0 m	40.3 m	none
Lot Depth:	Min. 35.0 m	42.0 m	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit + 1 (R) per secondary suite	2 (R) and 0.25 (V) per unit + 1 (R) per secondary suite	none
Off-street Parking Spaces – Total:	18 (R) and 2 (V)	18 (R) and 2 (V)	none
Tandem Parking Spaces:	Max. 50% of proposed residential spaces in enclosed garages (16 x Max. 50% = 8)	0	none
Small Car Parking Spaces	None when fewer than 31 spaces are provided on site	10	variance required
Handicap Parking Spaces:	None when fewer than 3 visitor stalls are required	0	none
Bicycle Parking Spaces – Class 1 / Class 2:	1.25 (Class 1) and 0.2 (Class 2) per unit	1.25 (Class 1) and 0.25 (Class 2) per unit	none
Off-street Parking Spaces – Total:	15 (Class 1) and 2 (Class 2)	15 (Class 1) and 2 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 8 units = 48 m ²	48 m ² Min.	none

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

NOTES:

Tag # denotes the tag affixed to the tree for reference in report and on drawing. See drawing or figure for locations.
 Class denotes the structural class of a tree growing in a forest stand environment; SUPP = suppressed, SUB = subdominant, COD = codominant and DOM = dominant.
 DBH denotes the diameter of the trunk measured at 1.4 m above grade or as per arboricultural standards (i.e. for multi stem trees).
 Cond denotes health and structural rating using Visual Tree Assessment (VTA) procedures. U denotes unsuitable, M denotes marginal, S denotes suit.
 Loc denotes the ownership of Off-Site trees; City, Off-Site (private), or Park (includes ESA), based on the survey provided.
 Action denotes the proposed treatment of the tree within the current development design. See report and drawing for details.

Tag #	Class	DBH (cm)	Tree Type	Cond	Loc	Action
754		39	Flowering cherry	U		Remove
A		15	Flowering cherry	G	CITY	PROTECT
B		14	Flowering cherry	G	CITY	TRANSPLANT
C		8	Red maple	G	CITY	PROTECT

Additional Observations (based on VTA only)

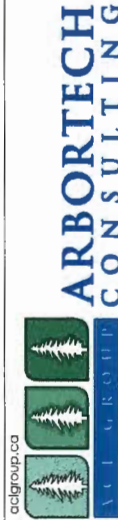
- This tree has weak structural form related to the scaffold unions being headed in their past and large weakly attached replacement leaders growing from near the old heading cuts that exhibit presence of decay.
- History of improper pruning with pruning wounds up to 20cm in diameter and it is infected with cankers from disease infection.
- This tree species does not compartmentalise wood decay fungus and its life expectancy is significantly reduced due to historical improper pruning practices.
- No defects.
- Parks Department to be contacted 4 days in advance. Tree moving to be performed and/or supervised by ArborTech.
- No defects.

LEGEND:

- denotes TAG NUMBER or ID REFERENCE.
- denotes ALDER or COTTONWOOD TREE (unlogged bylaw sized).
- denotes DRIFLINE (spread of the branches and foliage) of the tree.
- denotes RETENTION tree (proposed).
- denotes REMOVAL tree (proposed).
- denotes HIGH RISK REMOVAL tree (proposed).
- denotes OFF-SITE tree (to be protected and/or owner contacted as noted).
- denotes NON-BYLAW undersize tree (as measured by project arborist).
- denotes SITE or STUDY AREA BOUNDARY.
- denotes TREE PROTECTION ZONE (TPZ) setback alignment as specified by project arborist.

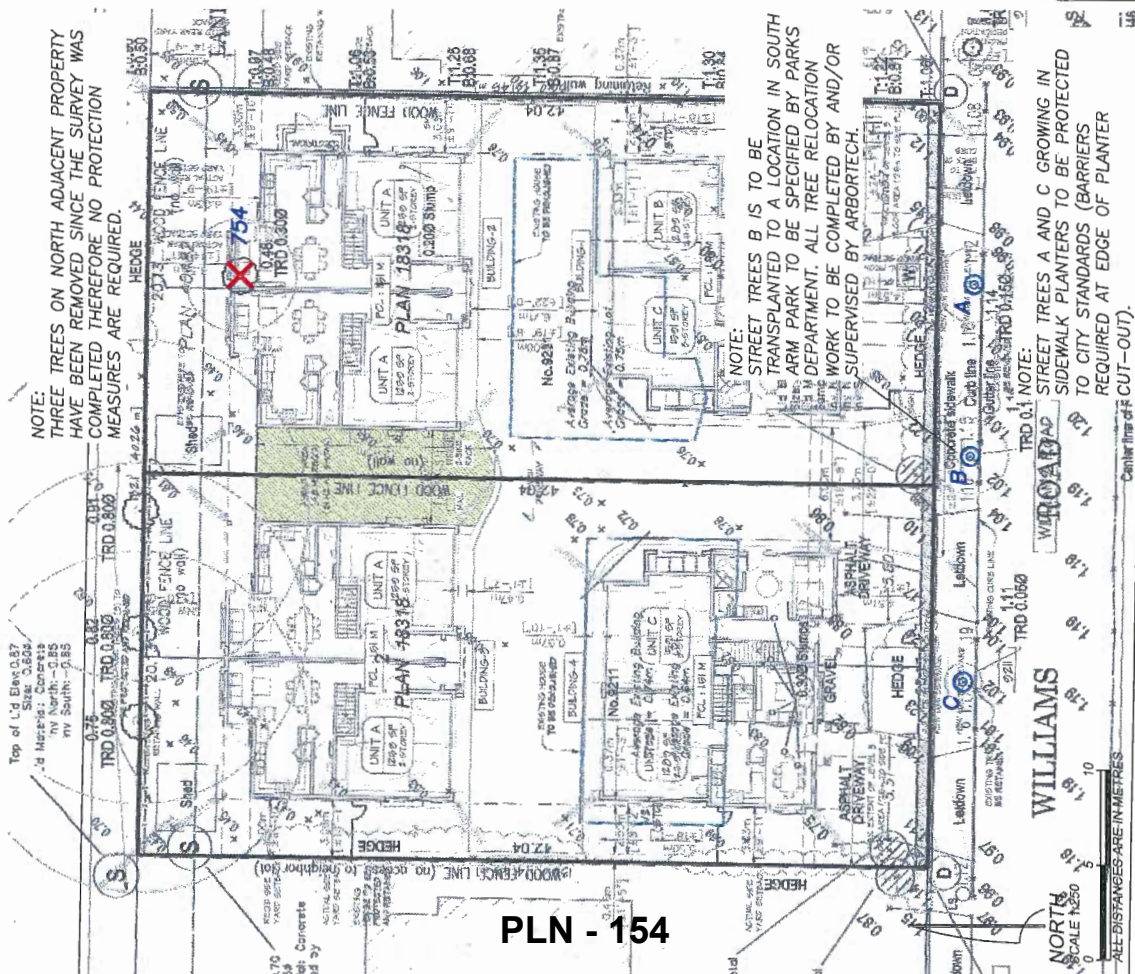
PLAN NOTE: All drawings are based on the project location (NAD 83) and are for informational purposes only. The drawings are not to be used for construction or other purposes without the approval of the project arborist. The drawings are not to be used for construction or other purposes without the approval of the project arborist.

REV #	DATE	COMMENTS
1	JUL 5, 2017	TREE TO BE TRANSPLANTED
0	APR 5, 2017	INITIAL DESIGN



TREE MANAGEMENT DRAWING	
PROJECT:	TOWNHOUSE DEVELOPMENT PROJECT
ADDRESS:	9211, 9231 WILLIAMS RD RICHMOND
CLIENT:	TOMS INVESTMENT GROUP
ACL FILE:	16140
SHEET: 1 OF 1	

NOTE: THREE TREES ON NORTH ADJACENT PROPERTY HAVE BEEN REMOVED SINCE THE SURVEY WAS COMPLETED THEREFORE NO PROTECTION MEASURES ARE REQUIRED.





Address: 9211 and 9231 Williams Road

File No.: RZ 16-729962

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9750, the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of all existing dwellings on site).
2. Approximately 0.6 m wide road dedication along the entire Williams Road frontage to accommodate a new 1.5 m wide treed/grassed boulevard and a new 1.5 m wide concrete sidewalk; exact width is to be confirmed with survey information to be submitted by the applicant.
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 two secondary suites are constructed on site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
5. Registration of a legal agreements on Title or other measures, as determined to the satisfaction of the Director of Development, to ensure one surface parking stall is assigned to each of the units with a secondary suite, and that the parking stall will be for the sole use of the secondary suite.
6. Registration of a cross-access easement, statutory right-of-way (SRW), and/or other legal agreements or measures; as determined to the satisfaction of the Director of Development, over the full width and extent of the entry driveway from Williams Road and the main east-west internal drive aisle on site in favour of the future residential developments to the east and west. Language should be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW, that utility SRW under the drive aisle is not required, and that no permanent structures, including concrete curbs, are to be constructed at the east and west ends of the on-site east-west drive aisle.
7. Registration of a legal agreement on Title identifying that the proposed development must be designed and constructed to meet or exceed EnerGuide 82 criteria for energy efficiency and that all dwellings are pre-ducted for solar hot water heating.
8. Submission of a Contract entered into between the applicant and a company specializing in tree relocation to undertake the transplant of the Flowering Cherry tree (tag #B), from the city's boulevard in front of the site to a location in South Arm Park, with proper removal, storage, and replanting techniques. The Contract should include the scope of work to be undertaken and a provision for the Arborist to submit a post-construction assessment report to the City for review.

Note: Developer/contractor must contact the Parks Division (604-244-1208 ext. 1342) four (4) business days prior to the work commencing in order to finalize the details and allow for proper signage to be posted. All costs of relocation are the responsibility borne by the applicant.

9. City acceptance of the developer's offer to voluntarily contribute \$0.81 per buildable square foot (e.g. \$8,726.62) to the City's Public Art fund.
10. City acceptance of the developer's offer to voluntarily contribute \$4.00 per buildable square foot (e.g. \$43,094.40) to the City's affordable housing fund.
11. Contribution of \$8,000.00 in-lieu of on-site indoor amenity space.

12. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. Works include, but may not be limited to:

Water Works

- a. Using the OCP Model, there is 611 L/s of water available at a 20 psi residual at the Williams Rd frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b. The Developer is required to submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
- c. At the Developer's cost, the City will:
 - Install 1 new water service connection, off of the existing 300mm PVC watermain on Williams Road. Meter will be placed on site (i.e. mechanical room).
 - Cut and cap at main, the 2 existing water service connections along the Williams Road frontage.

Storm Sewer Works

- a. The Developer is required to:
 - Upgrade approximately 60m of the existing 300mm storm sewer to 600mm, along the north side of Williams Road, from the east property line of 9411 Williams Road to the west property line of 9211 Williams Road. The City will fund approximately 20m of sewer upgrade, subject to funding approval.
 - Install a new storm service connection off of the new proposed storm sewer complete with inspection chamber.
 - Cut, cap and remove the existing service connection and inspection chamber STIC54620 at the Williams Road frontage.
 - Cut and cap at inspection chamber the existing storm lead at the southwest corner of Lot 9211.

Sanitary Sewer Works

- a. The Developer is required to:
 - Install a new sanitary service connection off of the existing 200mm AC sewer along the north property line of the development site complete with inspection chamber.
 - Cut and cap at inspection chamber, the existing sanitary leads at the northeast and northwest corners of the development site.

Frontage Improvements

- a. The Developer is required to:
 - Remove the existing sidewalk next to the curb and backfill the area to provide a minimum 1.5 m wide grass/treed boulevard (width of the boulevard is exclusive of the 0.15 m wide top of curb).
 - Construct a new 1.5 m wide concrete sidewalk behind the new boulevard. The new sidewalk is to connect to the existing sidewalk east and west of the site.
 - The existing driveways to provide access to the site from Williams Road are to be closed permanently. Remove the existing driveway crossings and replace with barrier curb/gutter, boulevard and sidewalk per standards described above. The applicant is responsible for the design and construction of curb/gutter, sidewalk and boulevard as part of the driveway closure works in addition to other required frontage improvements.
 - Coordinate with BC Hydro, Telus and other private communication service providers:

- i. To underground Hydro service lines.
- ii. When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
- iii. To determine if above ground structures are required and coordinate their locations on-site (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc). These should be located onsite.

General Items

a. The Developer is required to:

- Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Provide, prior to soil densification and preload installation, a geotechnical assessment of preload and soil densification impacts on the existing utilities surrounding the development site and provide mitigation recommendations.

13. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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

1. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards (EnerGuide 82 or better), in compliance with the City's Official Community Plan.

Prior to a Development Permit* issuance, the developer is required to complete the following:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect.

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

1. Installation of appropriate tree protection fencing around all hedges to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
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 and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$1,000 in total) to ensure the replacement planting will be provided.
2. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
3. Incorporation of energy efficiency, CPTED, sustainability, and accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
4. If applicable, payment of latecomer agreement charges associated with eligible latecomer works.
5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

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

Signed _____

Date _____



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9750 (RZ 16-729962)
9211 and 9231 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 **"LOW DENSITY TOWNHOUSES (RTL4)"**.

P.I.D. 003-970-001

Lot 2 Section 27 Block 4 North Range 6 West New Westminster District Plan 18318

and

P.I.D. 004-183-541

Lot 1 Section 27 Block 4 North Range 6 West New Westminster District Plan 18318

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9750"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by EL
APPROVED by Director or Solicitor BK

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

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

Date: August 24, 2017

File: HA 16-723477

Re: Application by Kanaris Demetre Lazos for a Heritage Alteration Permit at 12011 3rd Avenue (Steveston Courthouse) and 12111 3rd Avenue (Steveston Hotel)

Staff Recommendation

That a Heritage Alteration Permit be issued which would:

1. Permit a reconfiguration of lot lines, and alterations to parking layouts and landscaping, of the properties at 12011 3rd Avenue and 12111 3rd Avenue on a site zoned "Steveston Commercial (CS2)"; and:
2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the minimum amount of landscape area around surface parking areas abutting a road from 3.0 m, to 1.0 m along Moncton Street, and to 1.0 m along 3rd Avenue.

Wayne Craig
Wayne Craig
Director, Development

WC: hc
Att. 9

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Policy Planning	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

Kanaris Demetre Lazos has applied for a Heritage Alteration Permit (HAP) for the heritage-protected properties at 12011 3rd Avenue (“Steveston Courthouse”) and 12111 3rd Avenue (“Steveston Hotel”) (Attachment 1) in order to adjust the existing lot lines as shown in the applicant’s plans in Attachment 2. The purpose of the proposed subdivision is to create two lots that can function independently of each other in terms of access and parking.

The Steveston Hotel and Steveston Courthouse sites have undergone significant alterations since the original lot pattern was established in the 1890s. Existing lot boundaries are the result of subdivision in the 1980s. As a result, the proposed subdivision will not remove any significant features of the Steveston Village settlement pattern and will add a historic lot line that was lost.

Surrounding Development

The properties at 12011 3rd Avenue and 12111 3rd Avenue are located within the boundaries of Steveston Village Heritage Conservation Area (HCA).

- To the North: The vacant property at 3471 Chatham Street, which has an approved DP 14-672823 and HA 14-672825 for a mixed-use building on a site zoned “Commercial Mixed Use (ZMU26) – Steveston Village”.
- To the East: The former Rod’s Lumber site, at 12088 3rd Avenue, which has an approved DP 16-753377 and HA 17-763809 to allow the construction of a mixed-use building on a site zoned “Commercial Mixed Use (ZMU33) – Steveston Village”.
- To the West and South: The Gulf of Georgia Cannery federal historic site zoned “Light Industrial (IL)”.

Development Information

The proposal is to re-configure the lot boundaries between the Steveston Courthouse site (12011 3rd Avenue) and the Steveston Hotel site (12111 3rd Avenue). The proposed new lot line will re-establish a historic lot line, from the 1892 original land survey (Attachment 3), and will also enable on-site parking provision for two existing buildings on the Steveston Courthouse site.

The attached Development Application Data Sheet (Attachment 4) provides a comparison of the proposed alterations to the land with relevant Bylaw requirements.

Related Policies & Studies

Steveston Area Plan and Steveston Village Heritage Conservation Strategy

Under the *Local Government Act*, a municipality can grant a property the status of “protected heritage property” in one of two ways. First, it can be protected through an individual heritage

designation bylaw (“designated” heritage property) or, second, it can be protected through its inclusion in a “schedule” that is part of the designation of a Heritage Conservation Area (“scheduled” heritage property).

In 2009, Steveston Area Plan (SAP) was amended to include the designation of Steveston Village Heritage Conservation Area (HCA). As part of the HCA, 17 sites are identified (i.e. “scheduled”) and therefore are protected heritage properties. HAPs for the 17 protected heritage properties are subject to review and consideration in relation to all the policies and documents referenced in the SAP, including the Parks Canada National Standards and Guidelines for the Conservation of Historic Places in Canada (“S&Gs”).

The S&Gs are applied to assess the impact of proposed interventions (i.e. alterations) on the heritage values and character-defining elements of a historic place, as identified in Statements of Significance (SOSs). Steveston Village Heritage Conservation Strategy includes SOSs for both the Steveston Hotel and Steveston Courthouse sites, which are provided in Attachment 5.

Additionally, the SAP includes policy direction (Policy 9.3.2.2.a. “Steveston Village Core Area – Settlement Patterns” as shown in Attachment 6 to retain, or re-establish, the fine grain of historic lot lines within the Village Core.

Heritage Procedures Bylaw 8400

Under the City’s Heritage Procedures Bylaw 8400 s.4.1.2, Council must issue an HAP for any exterior alterations to a building, or structure, or alterations to land, for a property identified in an HCA Schedule. An HAP is required for the proposed lot line adjustment, as well as alterations to parking layouts and landscape, on the properties at 12011 3rd Avenue and 12111 3rd Avenue.

Steveston Area Plan has an HCA and a Development Permit Area (DPA) for Steveston Village. Under the DPA, a Development Permit (DP) is required for exterior changes that exceed \$50,000. As the proposed work does not include exterior alterations, a DP is not required.

Zoning Compliance/Variances

The proposal to adjust the lot lines, and alterations to the parking layouts and landscaping, are generally consistent with the applicable sections of the Official Community Plan (OCP) Bylaw 9000 and Schedule 2.4 “Steveston Area Plan” in the OCP Bylaw 7100 including heritage policies and guidelines for the subject site. One variance is required as discussed below.

The applicant requests to vary the provisions of Richmond Zoning Bylaw 8500 to:

- Reduce the minimum amount of landscape area around surface parking areas abutting a road from 3.0 m, to 1.0 m along Moncton Street, and to 1.0 m along 3rd Avenue.

Staff support the proposal because this variance will have no negative impact on the heritage values and heritage character of the Steveston Hotel site. As there is no existing landscaping on the site, the introduction of grass and plantings will define the edges of the surface parking lot in relation to adjacent sidewalk and overall interface with the public realm. The applicant has committed to provide security for the provision of landscaping in the amount of \$20,556.

Richmond Heritage Commission

Richmond Heritage Commission reviewed and discussed the HAP application at a special meeting on August 16, 2017. A motion was passed unanimously to recommend that Council endorse the proposal as presented by the applicant with no changes.

Analysis

The guidelines that apply to HAPs for protected heritage properties in Steveston Village HCA are the Parks Canada National Standards and Guidelines for the Conservation of Historic Places in Canada ("S&Gs"). The standards are principles that apply to all types of historic places and features; whereas the guidelines are specific to each type of historic place (e.g. heritage district) or materials (e.g. wood, metal). Together they are used to assess the impact of alterations on the heritage value and character-defining elements of historic places.

Heritage Impact Assessment

National Standards

The following are excerpts from the S&G "standards" (Attachment 7) most relevant to the proposed alterations to the land on the Steveston Hotel and Steveston Courthouse sites.

- Standard #1 Conserve the heritage value of an historic place. Do not remove, replace or substantially alter its intact or repairable character-defining elements. Do not move part of an historic place if its current location is a character-defining element.
- Standard #2 Conserve changes to an historic place that, over time, have become character-defining elements in their own right.
- Standard #3 Conserve heritage value by adopting an approach calling for minimal intervention.

These standards are applicable because the issues to be assessed include: loss of any character-defining elements; extent of changes; and whether changes over time to the lot area, shape and boundaries are significant. The proposal is supportable because no character-defining elements, as identified in the Statement of Significance for Steveston Town Site (Attachment 8), will be lost, and a missing lot line in the land pattern of the original 1892 survey will be re-established.

Guidelines for Cultural Landscapes including Heritage Districts – Land Patterns

The following are excerpts from the S&G “guidelines” (Attachment 9), which are most relevant to proposed alterations to the land pattern of the subject site, as well as Steveston Village overall.

Recommended

Understanding the land patterns and how they contribute to the heritage value of the cultural landscape.

Recreating a missing feature important to the land patterns that existed during the restoration period, based on physical, documentary and oral evidence.

Designing a new feature when required by a new use that does not obscure, damage or destroy character-defining land patterns, such as locating a new road along the edge of a forest.

Not Recommended

Installing a feature that was part of the original land pattern, but was never actually built, or constructing a feature of the land pattern that was thought to have existed during the restoration period, but for which there is insufficient documentation.

Introducing a new feature that is incompatible in size, scale or design with the land pattern.

Based on the National Standards and Guidelines for the Conservation of Historic Places in Canada, the re-configuration of the boundaries between the Steveston Hotel and Steveston Courthouse site is supportable because a missing feature (historic lot line) will be re-established. The proposed new parking layouts and landscape areas will not negatively impact any character-defining elements and, in particular, will not obscure and/or damage the land patterns.

Parking and Loading

The proposed reconfiguration of the lot boundaries of 12011 3rd Avenue (Steveston Courthouse site) and 12111 3rd Avenue (Steveston Hotel site) includes new parking layouts for the subject site. There are currently no vehicle or bicycle parking spaces on the Steveston Courthouse site. The proposal will provide a total of 16 on-site vehicle parking spaces, including one handicapped parking space, and a bicycle rack along the 3rd Avenue frontage, in compliance with the requirements of the Richmond Zoning Bylaw 8500.

On-site parking for the Steveston Hotel site is based on allowance in the zoning bylaw for a reduction of up to 10% with the provision of Transportation Demand Management (TDM) measures. A total of 61 vehicle parking spaces will be provided, including two handicapped spaces, which represents a 9% reduction from the bylaw parking requirement of 66 parking stalls.

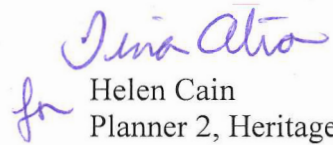
The applicant has provided a parking study prepared by a professional traffic engineer to support the parking reduction and a contribution of \$25,000 towards a bus shelter in the vicinity of the

subject site is a condition of the application as a TDM measure. There is also an existing enclosed bicycle area in front of the main entry along the 3rd Avenue frontage.

Lastly, the applicant will provide new landscape areas with grass and plantings along the Moncton Street and 3rd Avenue frontages of the surface parking area of the Steveston Hotel site. While the proposed improvements are less than the minimum of 3.0 m for landscaping area that is required in the zoning regulations, as detailed above, they will provide definition of the edges of the parking area, and soften the interface with the adjacent sidewalk and overall public realm.

Conclusion

Staff supports the proposal to readjust the lot lines because this will not negatively impact any character-defining elements of the protected heritage properties, and will reinstate the missing feature of a historic lot on the subject site. Additionally, the proposed landscape area around the surface parking will also provide an adequate edge definition and interface with the public realm.



Helen Cain
Planner 2, Heritage, Policy Planning

HC:cas

- Attachment 1: Location Maps for Subject Site at 12011 and 12111 3rd Avenue
- Attachment 2: Plans for HA 16-723477
- Attachment 3: Map of 1892 Original Land Survey
- Attachment 4: Development Application Data Sheet
- Attachment 5: Statements of Significance for the Steveston Hotel and Steveston Courthouse
- Attachment 6: Steveston Area Plan policies on historic lot line pattern
- Attachment 7: Excerpt from the National Standards
- Attachment 8: Statement of Significance for the Steveston Town Site
- Attachment 9: Excerpt from the National Guidelines

The following are to be met prior to forwarding this Heritage Alteration Permit application to Council for approval:

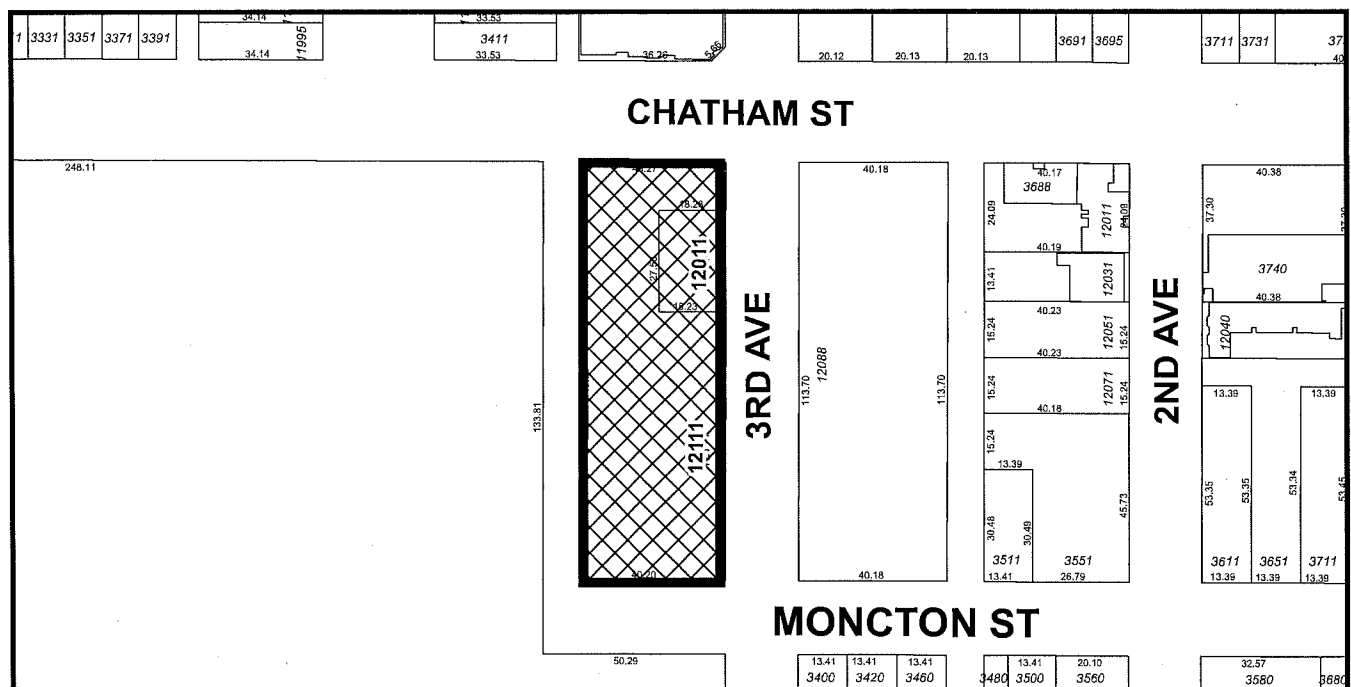
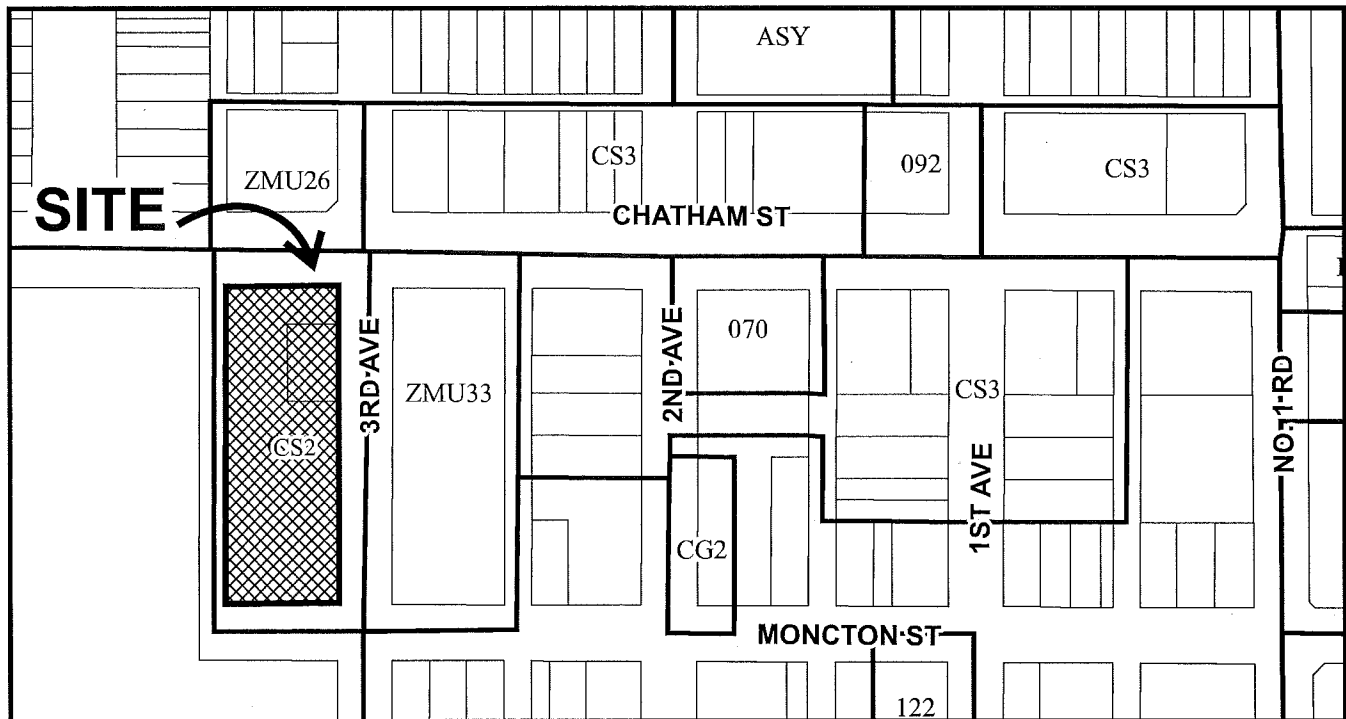
1. Provision of a monetary contribution of \$25,000 towards a bus shelter in the vicinity of the properties at 12011 3rd Avenue and 12111 3rd Avenue, which must be provided to the City prior to referral of the HAP application to a Council meeting for its approval and issuance.
2. Provision of security for landscaping on the subject site in the amount of \$20,556, prior to referral of the HAP application to a Council meeting for its approval and issuance.

Signed

Date



City of
Richmond



HA 16-723477

Original Date: 02/10/16

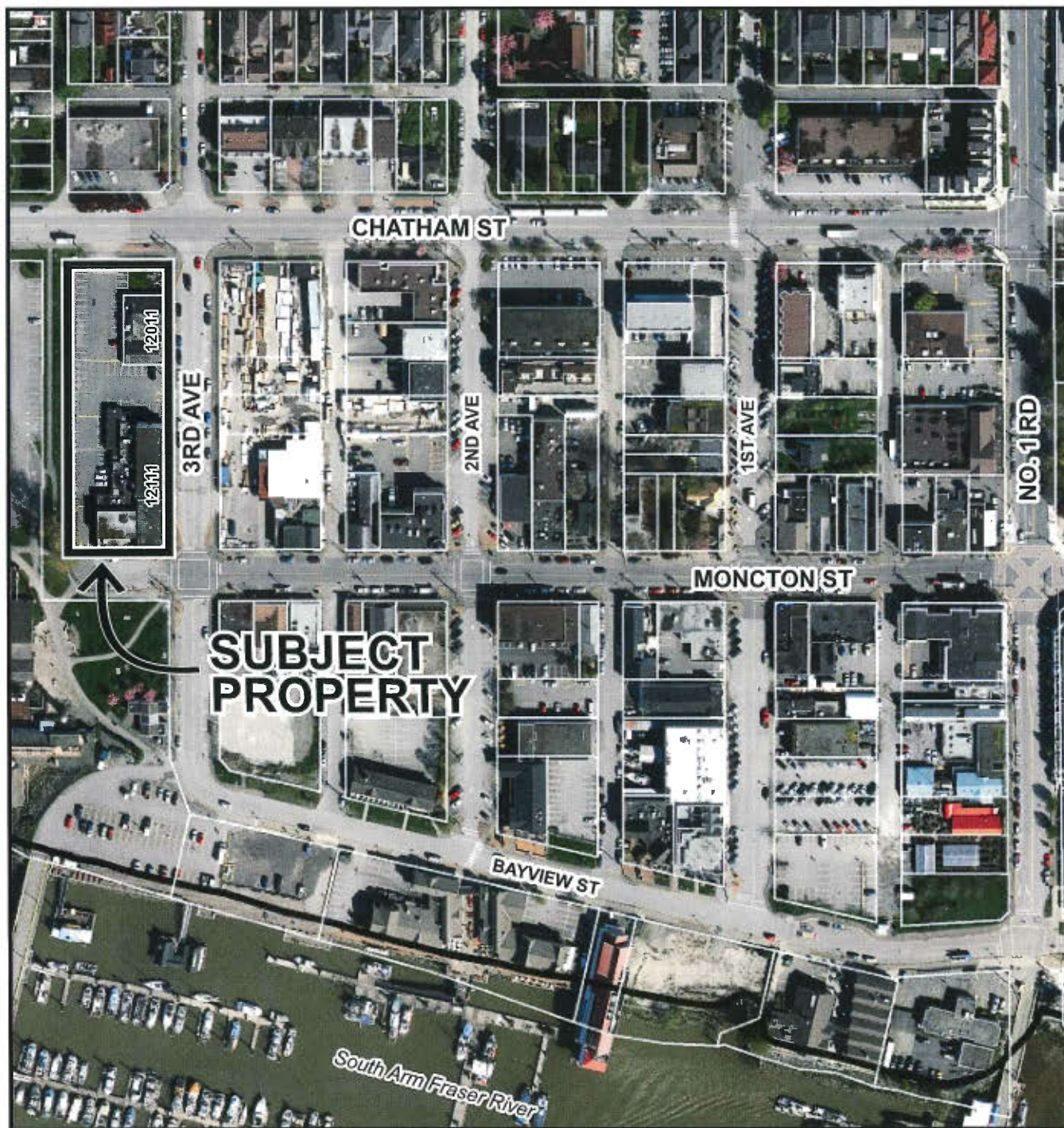
Revision Date: 08/24/17

Note: Dimensions are in METRES

PLN - 167



City of
Richmond



HA 16-723477

Original Date: 08/23/17

Revision Date:

Note: Dimensions are in METRES

Architectural drawing showing a site plan and parking layout for a proposed hotel and restaurant complex. The plan includes existing structures (Hotel, Restaurant, Shop, Office, Printing Shop, Coffee Shop, Lounge, Liquor Store, Manager's Office, Loading Space, Coffee Shop, Office/Printing Shop) and proposed developments (Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78, Lot 79, Lot 80, Lot 81, Lot 82, Lot 83, Lot 84, Lot 85, Lot 86, Lot 87, Lot 88, Lot 89, Lot 90, Lot 91, Lot 92, Lot 93, Lot 94, Lot 95, Lot 96, Lot 97, Lot 98, Lot 99, 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99	12/11/2011	99. ALL DIMENSIONS ARE IN METERS (NOT TO SCALE)
100	12/11/2011	100. ALL DIMENSIONS ARE IN METERS (NOT TO SCALE)

12111-12011 3rd AVE.
RICHMOND, BC

LEGAL DESCRIPTION:
ALL OF SECTION 10, BLOCK 3 NORTH,
RANGE 7 WEST, GROUP 1, NMD,
PLAN 8885

CIVIL ADDRESS:
12111-12011 3rd AVE
RICHMOND, BC

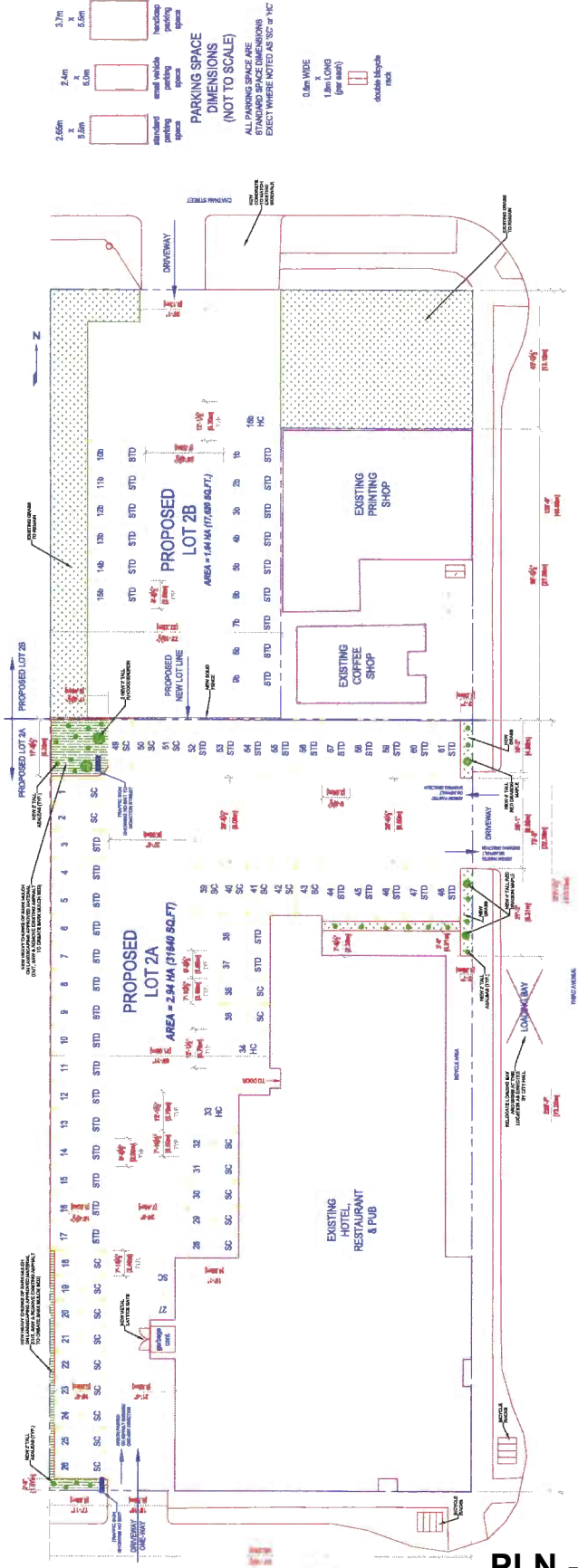
PROPOSED LOT 2A & 2B
LANDSCAPING PLAN
& DETAILS

AS SHOWN
Jan. 2017

PROJECT NUMBER
K.D. LAZOS
844-411-8887

PROJECT NAME
A-2b

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE DESIGNER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT AGREES TO HOLD THE DESIGNER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST THE DESIGNER BY ANY THIRD PARTY AS A RESULT OF THE CLIENT'S USE OF THIS PLAN.



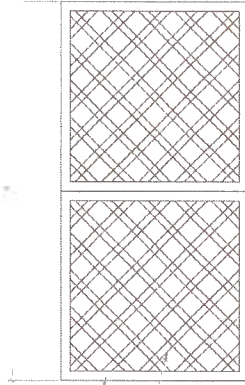
PROPOSED LANDSCAPING PLAN - LOT 2A & 2B
SCALE: 1/8"=1'-0"

PLN - 171

PROPOSED

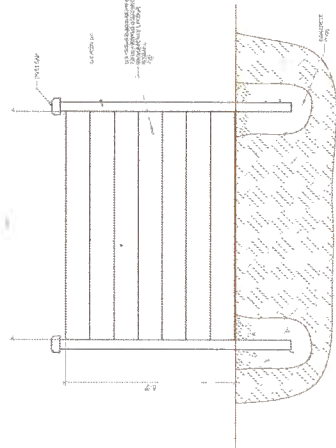
FRONT VIEW

LATTICE GARBAGE CONTAINER GATE (DETAIL 2)
SCALE: 1/4"=1'-0"



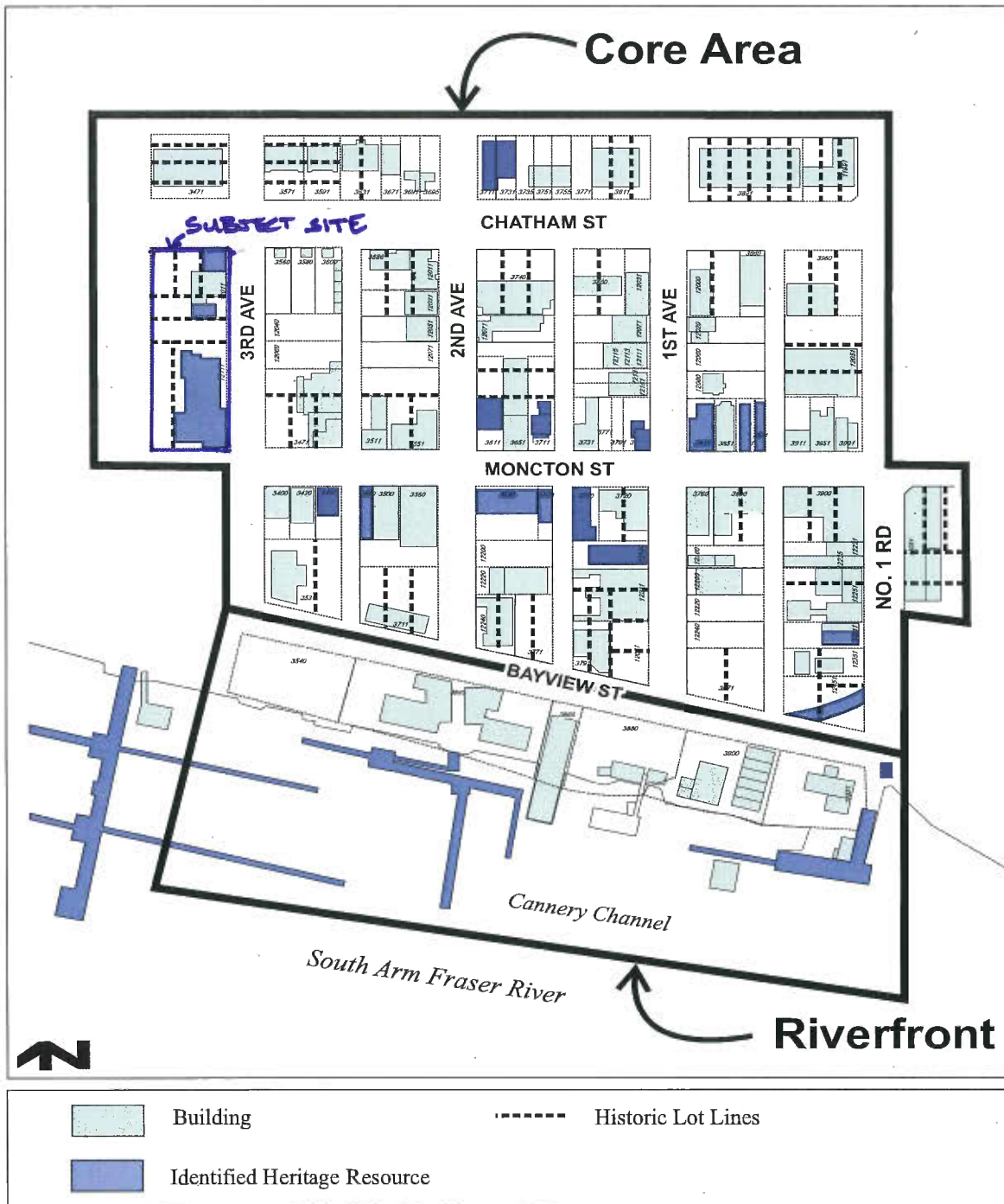
FRONT VIEW

SOLID FENCE (DETAIL 1)
SCALE: 1/4"=1'-0"



City of Richmond

Steveston Village 1892 Historic Lot Lines Map (based on 1892 Survey Plan with modifications)





City of Richmond

Development Application Data Sheet

Development Applications Department

DP 15-708397

Attachment 4

Address: 12011 3rd Avenue and 12111 3rd Avenue

Sadhu Ramji (12111 3rd Ave)
12011 3rd Avenue Holdings Ltd.

Applicant: Kanaris Demetre Lazos

Owner: (12011 3rd Ave)

Planning Area(s): Steveston Village

Floor Area Lot A (12111 3rd Ave): 1980.60 m²

Gross: Lot B (12011 3rd Ave): 349.21 m² Floor Area Net: n/a

	Existing	Proposed	
Site Area:	Lot A (12111 3 rd Ave): 4066 m ² Lot B (12011 3 rd Avenue): 511 m ²	Lot A (12111 3 rd Ave): 2940 m ² Lot B (12011 3 rd Ave): 1637 m ²	
Land Uses:	Commercial	Commercial	
OCP Designation:	Neighbourhood Service Centre	Neighbourhood Service Centre	
Zoning:	"Steveston Commercial (CS2)"	"Steveston Commercial (CS2)"	
Number of Units:	n/a	n/a	
	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	1.0	Lot A: 0.68 Lot B: 0.21	none permitted
Lot Coverage:	Max. 100%	Lot A: 38.94% Lot B: 21.33%	n/a
Setback – Front Yard (west):	n/a	n/a	n/a
Setback – Rear Yard (east):	n/a	n/a	n/a
Setback – Side Yard (north):	n/a	n/a	n/a
Setback – Side Yard (south):	n/a	n/a	n/a
Height (m):	2 storeys	Lot A: 2 storeys Lot B: 1 storey	n/a
Lot Size:	n/a	Lot A: 2939.45 m ² Lot B: 1636.95 m ²	n/a
Off-street Parking Spaces – Regular/Commercial:	Lot A: 64 (no reduction) Lot A: 59 (<10% reduction) Lot B: 15 (no reduction)	Lot A: 59 Lot B: 15	n/a
Off-street Parking Spaces – Accessible:	Lot A: 2 Lot B: 1	Lot A: 2 Lot B: 1	n/a
Total off-street Spaces:	Lot A: 66 (no reduction) Lot A: 61 (<10% reduction) Lot B: 16	Lot A: 61 Lot B: 16	n/a
Bicycle Parking Spaces	Lot A: 8 Lot B: 2	Lot A: 8 Lot B: 2	n/a

Landscaping – surface parking	Min.: 3.0 m	Lot A: 1.0 m (Moncton)* 1.0 m (3 rd Ave)* Lot B: > 3.0 m	*variance
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Steveston Village Conservation Program

Moncton Street
resources

22. 12111 3rd Avenue Steveston Hotel/Sockeye Hotel



Description

The Steveston Hotel (Sockeye Hotel) takes up the west side of a full block along Third Avenue. The historic place is a two-storey, utilitarian structure with a flat, unarticulated façade and a flat roof. It directly fronts the street, without transition or landscaping.

Values

The Steveston Hotel is valued for its historic association with the development of the Steveston townsite and its social and cultural value as a community gathering place and local business. Constructed in 1894, the hotel represents the economic infrastructure which supported the local fishing and canning industries historically, and the tourism industry today. As an historic and longstanding fixture in the community, it is significant that this historic place has had continuing use as a gathering place for the town's citizens, and continues to operate in its original function today.

Architecturally, the Steveston Hotel is an excellent example of a building which predates the fire of 1918. A significant landmark building in the commercial downtown of the village, it represents the growth of Steveston as a prosperous frontier town in the late nineteenth and early twentieth centuries. It is also important to note the role of this building as a refuge for many after the fire, and its contribution to rebuilding the town seen in its temporary housing of the Steveston Post Office for a time.

Character-Defining Elements

The character-defining elements of the Steveston Hotel include:

- The hotel's landmark status at the terminus of Steveston's main street
- Its prominent location at the corner of Moncton Street and 3rd Avenue
- The liveliness and diversity the establishment lends to the street edge along 3rd Avenue
- Surviving elements of its two stages of construction, seen in such elements as its flat-roofed form and simple lines

This resource met the following criteria:

- Criterion 1: The overall contribution of the resource to the heritage value and character of Steveston
- Criterion 2: The ability of the resource to represent a certain historical process, function and style
- Criterion 3: The level of importance of associations with an era in Steveston's history and development
- Criterion 4: The intactness and evocative qualities

Steveston Village Conservation Program

3rd Avenue
resources



48. 12011 3rd Avenue Steveston Courthouse

Description

The Steveston Courthouse is a simple, rectangular, utilitarian structure with Craftsman influences such as a front gable roof and gable pediment over the entry door. Its entry directly fronts the sidewalk of Third Avenue.

Values

The Steveston Courthouse is an important monument to the social well-being of the village since the 1890s. It is valued for its historic uses as a judicial and community facility; the building housed court sessions in the 1920s and '30s, the Red Cross during World War II, and became a meeting place and community hall after World War II. As a symbol of early community building and development, the courthouse also possesses important associative values representative of political relationships between the early Richmond Township and the various villages within its jurisdiction.

The association of this site with an earlier courthouse jail, and firehouse originally located next door makes it a monument to civic protection and safety.

Steveston Courthouse is also valued as a fair example of a utilitarian community structure with Craftsman style influences. It is significant that this simple wooden building survived the fire of 1918.

Character-Defining Elements

The character-defining elements of the Steveston Courthouse include:

- Its location on this site, and its relationship to the street
- The utilitarian structure of the courthouse consisting of a simple rectangular plan, lapped wood and shingle siding, wooden sash casement windows, and an entry directly off the street
- Craftsman details such as exposed, painted rafter ends, decorative brackets supporting the eaves of the gabled entry roof, and wood cladding
- The location of the two front doors in the right and left hand walls of the recessed entry
- Its symbolic importance as a courthouse and community hall serving the residents of Steveston

This resource met the following criteria:

- Criterion 1: The overall contribution of the resource to the heritage value and character of Steveston
- Criterion 2: The ability of the resource to represent a certain design and style
- Criterion 3: The level of importance of associations with an era important in Steveston's history and development
- Criterion 4: The scale, form and materials

A48

- g) Wherever possible, incorporate industrial equipment and features (e.g., rail tracks) found on site, especially those of a large scale (i.e. cranes);
- h) Provide furnishings and finishes (e.g., seating, bike racks, drinking fountains, walkway/sidewalk paving, etc.) as specified under City standards for the Village along major public routes (e.g., streets and the riverfront walkway), and provide coordinated furnishings and finishes expressive of individual businesses and developments along lanes, pedestrian arcades, and similar publicly-accessible spaces.

9.3.2.2 Area B: Steveston Village Sub-Area Guidelines

The Steveston Village Character Area has two distinct sub-areas with Bayview Street the dividing line: North of Bayview Street, called the Core Area, is the area centred on Moncton Street. The water side of Bayview Street, called the Riverfront, encompasses the properties between Bayview Street and the Fraser River.

9.3.2.2.a Steveston Village Core Area

The Core Area is the heart of the Steveston Village, attracting tourists, residents, and fishermen to eat, shop, and stroll. New development should seek to sensitively infill the area with pedestrian-oriented projects which respect the area's architectural heritage.

The townsite is principally important for its grid pattern layout, characterized by small blocks, narrow lots, and rear service lanes, as seen in the Steveston Village 1892 Historic Lot Lines Map. This layout focused the town site on the river and ensured that the local infrastructure accommodated the needs of both fishing fleets and canneries which were abundant here at the time and continued to thrive until the mid-twentieth century.

Its unpretentious working environment and character evokes a sense of a small town in a region of burgeoning urban development.

The front 10.0 m of properties and all façades facing streets are the focus of design guidance, since these aspects directly influence the character of the streets. Those portions of properties behind street front façades and back more than 10.0 m are less regulated, in keeping with the present informal character of buildings and landscaping at the rear of properties.

Settlement Patterns

To support the Core Area's historic pattern of small lots, small blocks, and support a rich and vibrant pedestrian environment, new development should:

- a) Contribute to a continuous street wall, by siting buildings tight to street and side property lines;

- b) Limit significant interruptions in the street wall to those places where it will enable conservation of a valued historic structure or tree(s), or provide public open space opportunities identified as contributing to the heritage character of the Village, such as a pedestrian pathway between street and lane behind;
- c) Retain or re-establish the small historic lots, as shown in the Steveston Village 1892 Historic Lot Lines Map, and incorporate independent lease spaces with frontages that do not span the historic lot lines;
- d) Create a network of narrow, open-air, pedestrian arcades and courtyards linking public streets and lanes, as well as providing access to residential and non-residential uses situated above grade;
- e) Where possible, incorporate pathways between street and lane that are public rights-of-passage;
- f) Provide continuity of retail, commercial, restaurant, and other uses of public interest at grade along all street frontages by encouraging their floor level to be generally at the level of the adjacent sidewalk within 10 m (32.8 ft.) of a street. Private residential uses however should be raised to an appropriate flood construction level;
- g) Discourage business and service uses at grade along street frontages which do not contribute to the animation of the streetscape.
- h) Within the Steveston Village Core Area, no portion of the first storey of a building to a depth of 12 m (39.37 ft.) from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances (e.g., 2 m (6.56 ft.)) to the residential use / parking.

Massing and Height

To maintain the intimate, pedestrian scale of the Core Area, new development should:

- a) Reinforce a continuous commercial storefront streetwall with harmonious height of buildings, parapets, canopies and fascias. Building height should typically be no more than three storeys and may be varied to provide visual interest to the streetscape roofline (e.g., stepping from two- to three-storey);
- b) Employing flat roof forms that are compatible with the false fronted older buildings;
- c) Ensuring that the first storey reads on the outside of the building as approximately 5 m high (including a minimum 1.05 m parapet wall height, and provides continuity with adjacent buildings;

THE STANDARDS

The Standards are not presented in a hierarchical order. All standards for any given type of treatment must be considered, and applied where appropriate, to any conservation project.

General Standards for Preservation, Rehabilitation and Restoration

1. Conserve the *heritage value* of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character-defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.
3. Conserve *heritage value* by adopting an approach calling for *minimal intervention*.
4. Recognize each *historic place* as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.
8. Maintain *character-defining elements* on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

Additional Standards Relating to Rehabilitation

- 10.** Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.
- 11.** Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
- 12.** Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.

Additional Standards Relating to Restoration

- 13.** Repair rather than replace *character-defining elements* from the *restoration* period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
- 14.** Replace missing features from the *restoration* period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

Steveston Village Conservation Program

Conservation Strategy – Managing Change

2. **of Fisheries and Oceans**
Area-wide Statement of Significance:

Steveston Townsite

Description of Historic Place

The area currently under study is located within the Steveston town site, a small commercial and residential village located near the mouth of the Fraser River at the southwest corner of Lulu Island.

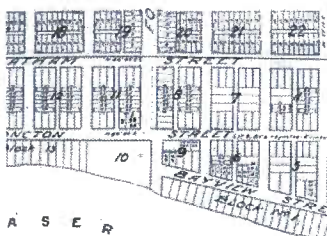
This specific area of the town comprises approximately nine blocks with commercial streets and service lanes, strong landscape features, and an immediate physical and economic relationship to the Fraser River.



Values

The heritage value of Steveston lies in the complex threads of its history which, combined with the integration of its natural landscape and resources with human activity, have determined its form, character and cultural associations. This history is embodied in Steveston's historic, aesthetic, social, associative, and natural values.

Steveston is significant as a Fraser River settlement which is representative of British Columbia's natural resource-based development since the 1880s. Its heritage values lie in the evidence it retains of the influences of the agriculture and fishing industries on its growth over time, which enabled it to become one of the most important early West Coast towns. True to William Herbert Steves's vision to make this settlement a major economic centre, destination, and terminus when he pre-empted the land in 1880, Steveston's history and intrinsic heritage resonate across the province and beyond.



Steveston is valued as Richmond's earliest example of city planning. Its grid pattern layout, characterized by small blocks, narrow lots, and rear service lanes, dates to 1888 and reflects the original survey which focused the town site on the river and ensured that the local infrastructure accommodated the needs of both fishing fleets and canneries which were abundant here at the time and continued to thrive until the mid twentieth century. The location of the commercial core of the village is also significant, as it reflects the importance of the interrelationship between water, rail, and road which played a crucial role in the economic and physical development of the town in the late nineteenth and early twentieth centuries.



Steveston is valued for the extent of its historic character and intrinsic heritage values, seen less in individual buildings than in the cumulative effect its physical and intangible elements have had on its heritage significance since 1880. Its unpretentious working environment and aesthetic character provide an important counterpoint

Steveston Village Conservation Program

Conservation Strategy – Managing Change



to its traces of urban complexity, diverse commercial service and retail uses, and range of building types which embody the complexity and vitality of its economic and social history. It evokes a sense of a bygone era, and most significantly retains the character of an early twentieth century small town in an area that is surrounded by major urban development.

Steveston's social values are reflected through its use over almost a century as a community gathering place for residents and business people from the surrounding area. Moncton Street in particular is a testament to the importance of the commercial core of small-town British Columbia; it continues to evolve as the economic and social heart of the village and the primary local source for goods and services, much as it was historically.

Steveston's associative values make it an excellent representative example of the effects of boom-and-bust cycles in British Columbia's economic and cultural development since the late nineteenth century. A significant contributor to the social value of the town site is the multi-cultural nature of the residential community and the work force, brought into existence because of the early canneries and fishing fleets. It is significant that Steveston resonates throughout British Columbia, both for its role as an inter-racial community and as a central place of prosperity and promise.



Steveston exists in its current form in part because of the physical and natural environment found in its location at the mouth of the Fraser River. The town site reflects significant natural heritage values; these values are embodied in the ecology of the Fraser River, traces of surviving indigenous vegetation, riverine and terrestrial habitat values, and open spaces such as nearby Garry Point Park. It is also important that the town site is visually connected to its surrounding natural landscapes, with views of Shady Island in the Fraser River and the North Shore Mountains.

Character-Defining Elements

The character-defining elements of the study area include:

Built/Planned Environment

- Small commercial buildings with wood framed facades and false fronts
- Building details including cornices, brackets
- Strong street wall edges created by the buildings at Moncton Street
- Pedestrian scale
- Commercial streets parallel to the water
- Cross-grid of north/south streets
- North/south streets with visual access to the dyke
- Associative gathering places (Net Shed, hotel)

Steveston Village Conservation Program

Conservation Strategy – Managing Change



- Historical patterns and buildings on the north side of Chatham
- Proximity of the residential area to the commercial area
- Residential components of the streets:
- Varying street widths
- Original grid layout
- Exposed drainage ditches
- Lack of street curbs in lanes
- Way in which the site reflects original development
- Archetypal main street pattern of Moncton Street:
- Multi-use utilitarian lanes and alleyways
- Variety of building styles and construction types
- Evidence of multi-culturalism in the town
- Industrial traces such as the railway tracks

Landscape



- Landscape elements including ditches, bridges, fences, lawn areas and planted areas
- Mature trees which differentiate the residential area north of Chatham
- Containment of the place by the physical landscape feature of the ocean to the west and river to the south
- Slope of the land down from the dyke
- Location of the site 5 kilometres from the mouth of the South Arm of the Fraser River
- Traces of residential gardens
- Significant open spaces that frame the townsite such as Steveston Park, Garry Point Park
- Views from the townsite to the Gulf of Georgia to the south and west, and to the north shore mountains to the north
- Roughness and unfinished nature of parts of the site



Waterfront

- Direct connection to the waterfront
- Small scale elements including pilings and wharves, rip-rap river edges, fences, signs
- Presence of marine industrial heritage – boats, masts, rigging, wharves, fish sales, fish store
- Sounds, smells of the waterfront
- Relationship of the site to the waterfront
- Evidence of the use of the waterfront
- Clean water and the natural landscape of the river

Uses

- Diverse business activity – you can get most everything you need
- Working nature of the town reflected by commercial and industrial businesses and businesses related to the fishing

Steveston Village Conservation Program

Conservation Strategy – Managing Change



industry

- Informal pedestrian use of the streets (eg. jaywalking)
- Ability to access the waterfront and the wharves on foot
- Sense of being in a small town, characterized by such elements as diagonal parking on the street, informal lane parking, shortcuts through properties, small scale building, limited area overall.

3 (6) Summary of Individual Resources

.1 Criteria for identifying resources:

- | | |
|--------------|--|
| Criterion 1: | The overall contribution of the resource to the heritage value and character of Steveston. |
| Criterion 2: | The ability of the resource to represent a certain historical process, philosophy, design, function, technique, or style |
| Criterion 3: | The level of importance of associations with an era, event or person important in Steveston's history and development |
| Criterion 4: | The intactness, evocative qualities and unity in scale, form, materials, texture and colour. |

.2 Statements of Significance have been written for individual resources that are identified as worthy of conservation.

- Village-wide resources
- Moncton Street resources
- Chatham Street resources
- Bayview Street resources
- No.1 Road resources
- 1st Avenue resources
- 2nd Avenue resources
- 3rd Avenue resources
- East Lane resources
- Centre lane resources
- West Lane resources

3 (7) Location Maps for Identified Heritage Resources

The following maps identifies 54 individual heritage resources in the Village.

GENERAL GUIDELINES FOR PRESERVATION, REHABILITATION AND RESTORATION

	Recommended	Not Recommended
1	Understanding the land patterns and how they contribute to the heritage value of the cultural landscape.	
2	Understanding the local environmental context, including climate, prevailing winds, geology, underlying topography and ecological processes.	
3	Documenting the overall pattern of the landscape: the size, configuration, proportion and relationship of its larger components, such as forests, fields or subdivisions, and its evolution and condition before beginning project work. This can include identifying the values that contribute to the meaning of land patterns, such as associations from Aboriginal oral traditions, or the expression of cultural traditions that originated from other countries.	Undertaking interventions that will affect land patterns without first documenting and understanding their characteristics, relationships, evolution, conditions, intangible values and environmental context.
4	Assessing the overall condition of the land patterns early in the planning process so that the scope of work is based on current conditions.	
5	Protecting and maintaining features that define land patterns by using non-destructive methods in daily, seasonal and cyclical tasks. This could include limiting the impact of ecological processes, such as erosion, and monitoring sensitive areas.	Allowing land patterns to be altered or lost by incompatible development or neglect.
6	Retaining sound land patterns or deteriorated land patterns that can be repaired or rejuvenated.	
7	Repairing or rejuvenating deteriorated parts of a feature of the land pattern, using recognized conservation methods. Repair may also include the limited replacement in kind of those extensively deteriorated or missing parts of land pattern elements. Repairs should be physically and visually compatible.	Replacing a feature of the land pattern when that feature can be repaired or rejuvenated.
8	Replacing in kind extensively deteriorated or missing parts of land patterns where there are surviving prototypes.	Replacing an entire feature of the land patterns when limited replacement of deteriorated and missing parts is possible.
9	Documenting all interventions that affect the land pattern, and ensuring that this documentation will be available to those responsible for future interventions.	

ADDITIONAL GUIDELINES FOR REHABILITATION PROJECTS

	Recommended	Not Recommended
10	Repairing or rejuvenating an extensively deteriorated or missing feature that defines a land pattern, by using non-destructive methods and materials, such as regenerating a deteriorated meadow.	Replacing an entire feature that defines a land pattern when repair or limited replacement of deteriorated or missing parts is possible.
11	Replacing in kind an entire feature that defines a land pattern when that feature is too deteriorated to repair, such as replanting a clear-cut woodlot. The replacement feature should be as similar as possible to the original, both visually and functionally.	Replacing an irreparable feature with a new feature that does not respect the land pattern.
12	Replacing a missing historic feature by designing a new feature that is compatible with the land patterns of the cultural landscape, and is based on physical, documentary and oral evidence.	Creating a false historical appearance because the new feature is incompatible with the land pattern, or based on insufficient physical and documentary evidence.

ADDITIONS OR ALTERATIONS TO A CULTURAL LANDSCAPE

- | | | |
|----|--|--|
| 13 | Designing a new feature when required by a new use that does not obscure, damage or destroy character-defining land patterns, such as locating a new road along the edge of a forest. | Introducing a new feature that is incompatible in size, scale or design with the land pattern. |
|----|--|--|

ADDITIONAL GUIDELINES FOR RESTORATION PROJECTS

	Recommended	Not Recommended
14	Repairing or rejuvenating a declining feature that defines a land pattern from the restoration period using a minimal intervention approach.	Replacing an entire feature that defines a land pattern from the restoration period, when repair or rejuvenation is possible.
15	Replacing in kind an entire feature that defines a land pattern from the restoration period that is too deteriorated to repair, using the same configuration and design details. The new work should be well documented and unobtrusively dated to guide future research and treatment.	Removing an irreparable feature that defines a land pattern from the restoration period and not replacing it, or replacing it with an inappropriate new feature.

REMOVING EXISTING FEATURES FROM OTHER PERIODS

16	Removing or altering non character-defining features from periods other than the chosen restoration period, which intrude on the land patterns.	Failing to remove non character-defining features from another period that confuse the depiction of the land patterns during the chosen restoration period.
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RECREATING MISSING FEATURES FROM THE RESTORATION PERIOD

17	Recreating a missing feature important to the land patterns that existed during the restoration period, based on physical, documentary and oral evidence.	Installing a feature that was part of the original land pattern, but was never actually built, or constructing a feature of the land pattern that was thought to have existed during the restoration period, but for which there is insufficient documentation.
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City of Richmond

Heritage Alteration Permit

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

File No.: HA 16-723477

To the Holder: Kanaris Demetre Lazos

Property Address: 12011 3rd Avenue, Richmond, BC V7E 3K1
12111 3rd Avenue, Richmond, BC V7E 3K1

Legal Description: LOT 1 AND LOT 2 SECTION 10 BLOCK 3 NORTH RANGE 7 WEST NEW
WESTMINSTER DISTRICT PLAN 68935

(s.617, *Local Government Act*)

1. (Reason for Permit)
 - ☐ Designated Heritage Property (s.611)
 - ☐ Property Subject to Temporary Protection (s.609)
 - ☐ Property Subject to Heritage Revitalization Agreement (s.610)
 - ☒ Property in Heritage Conservation Area (s.615)
 - ☐ Property Subject to s.219 Heritage Covenant (Land Titles Act)
2. This Heritage Alteration Permit is issued to authorize all works related to the reconfiguration of lot lines, parking layouts, landscaping and installation of a bicycle rack in Attachment 1 Plan Sheets 1 to 3.
3. The "Richmond Zoning Bylaw 8500" is hereby varied to:
 - (a). For the property at 12111 3rd Avenue, reduce the minimum amount of landscape area around surface parking areas abutting a road from 3.0 m, to 1.0 m along Moncton Street, and to 1.0 m along 3rd Avenue.
4. This Heritage Alteration Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.
5. If the alterations authorized by this Heritage Alteration Permit are not completed within 24 months of the date of this Permit, this Permit lapses.

AUTHORIZING RESOLUTION NO. ISSUED BY THE COUNCIL THE DAY OF

DELIVERED THIS DAY OF , 2017

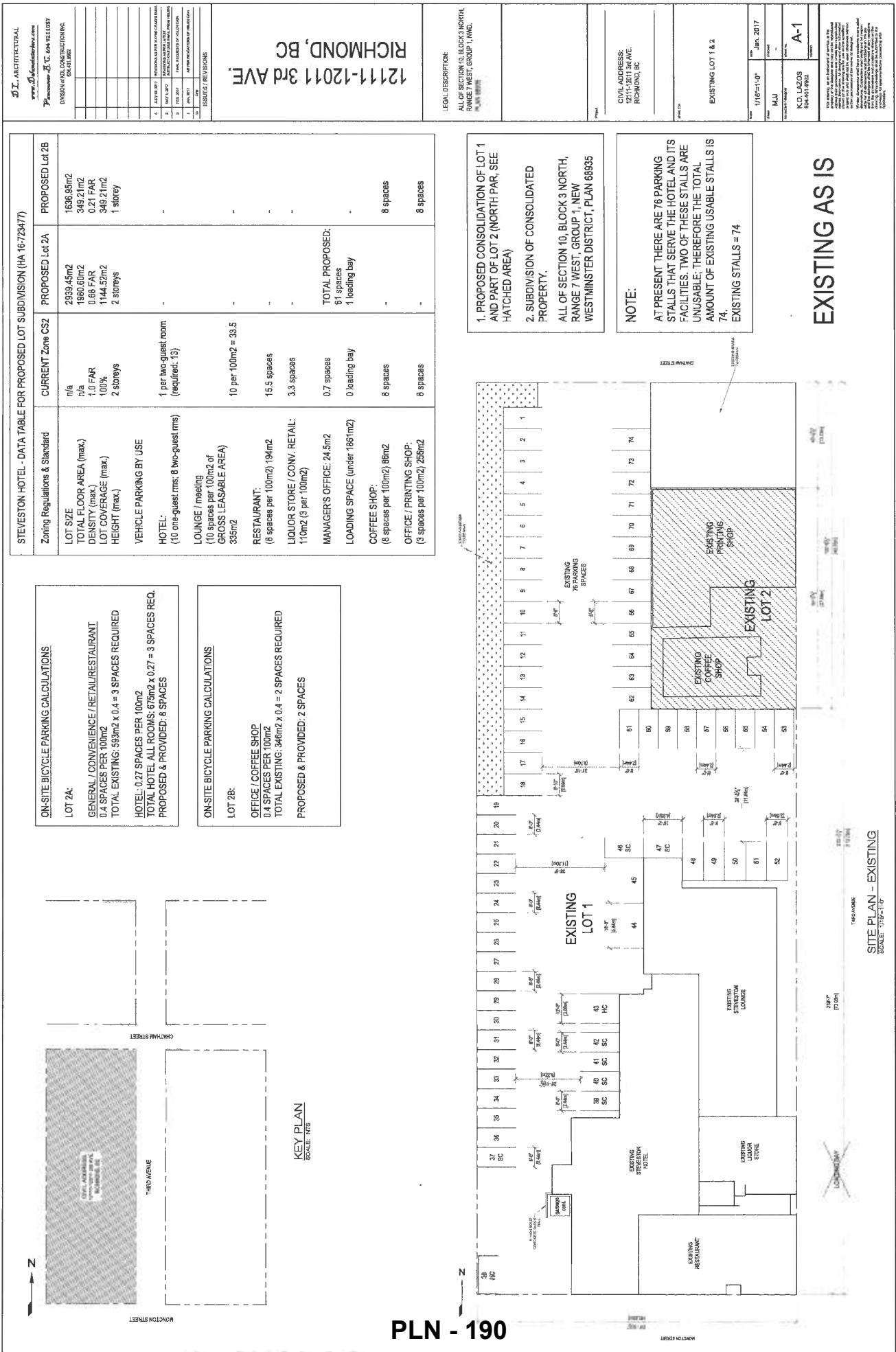
MAYOR

CORPORATE OFFICER

IT IS AN OFFENCE UNDER THE *LOCAL GOVERNMENT ACT*, PUNISHABLE BY A FINE OF UP TO \$50,000 IN THE CASE OF AN INDIVIDUAL AND \$1,000,000 IN THE CASE OF A CORPORATION, FOR THE HOLDER OF THIS PERMIT TO FAIL TO COMPLY WITH THE REQUIREMENTS AND CONDITIONS OF THE PERMIT.

HA 16-723477

PLAN #1 OF 3



STEVENSON HOTEL - DATA TABLE FOR PROPOSED LOT SUBDIVISION (HA 16-723477)			
Zoning Regulations & Standard	CURRENT Zone CS2	PROPOSED Lot 2A	PROPOSED Lot 2B
LOT SIZE	n/a	2939.45m ²	1636.95m ²
TOTAL FLOOR AREA (max.)	n/a	1990.60m ²	349.27m ²
DENSITY (max.)	1.0 FAR	0.66 FAR	0.21 FAR
LOT COVERAGE (max.)	100%	1144.52m ²	349.27m ²
HEIGHT (max.)	2 storeys	2 storeys	1 storey
VEHICLE PARKING BY USE			
HOTEL: 10 one-guest & 8 two-guest	1 space per two-guest	13 spaces	
LOUNGE / meeting (10 spaces per 100m ² of GROSS LEASABLE AREA)			
RESTAURANT: (8 spaces per 100m ²) 194m ²	10 per 100m ² = 33.5	33.5 spaces	
LIQUOR STORE / CONV. RETAIL: 110m ²	15.5 spaces	15.5 spaces	
MANAGER'S OFFICE: 24.5m ²	3.3 spaces	3.3 spaces	
LOADING SPACE: gross leasable floor area of more than 186m ² ; one designated space (under 186m ²)	0.7 spaces	1 loading bay	
COFFEE SHOP: (8 spaces per 100m ²) 88m ²	8 spaces	8 spaces	
OFFICE / PRINTING SHOP: (3 spaces per 100m ²) 258m ²	8 spaces	8 spaces	

LOT 2A PARKING CALCULATIONS (HOTEL, LIQUOR STORE & PUB):	
24 ROOMS	13 PARKING SPACES
LOUNGE (289 m ²)	33.5 PARKING SPACES
LIQUOR STORE / CONV. RETAIL (110m ²)	3.3 PARKING SPACES
MANAGER'S OFFICE: 24.5m ²	0.7 PARKING SPACES
LOADING SPACE	1 LOADING SPACE
RESTAURANT (200m ²)	15.5 PARKING SPACES
TOTAL REQUIRED LOT 2A:	68 PARKING SPACES + 1 LOADING SPACE
TOTAL PROPOSED LOT 2A:	61 PARKING SPACES + 1 LOADING SPACE
2% OF 66 = 2 PARKING SPACES. THEREFORE, MINIMUM 2 HANDICAP SPACE WITH CLEAR IDENTIFYING SIGN SHALL BE PROVIDED.	
NOTE: PROPOSED LOT 2A WITHOUT ANY EXEMPTIONS CALCULATED REQUIRES 68 PARKING SPACES.	
AS PER PARKING ZONING REGULATIONS, IF THE REQUIRED PARKING SPACES ARE MORE THAN 31 STALLS, THEN 50% SHOULD BE STANDARD SPACES.	
PROVIDED: 32 STANDARD SPACES + 2 HANDICAP SPACES + 27 SMALL CAR PARKING SPACES = 61	

LOT 2B PARKING CALCULATIONS:	
COFFEE SHOP (90m ²)	8 PARKING SPACES
PRINTING SHOP / OFFICE (258m ²)	8 PARKING SPACES
TOTAL FOR PROPOSED LOT 2B:	16 PARKING SPACES
2% OF 16 = 1 PARKING SPACE. THEREFORE, MINIMUM 1 HANDICAP SPACE WITH CLEAR IDENTIFYING SIGN WOULD BE PROVIDED.	
NOTE: PROPOSED LOT 2B WITHOUT ANY EXEMPTIONS CALCULATED REQUIRES 16 PARKING SPACES.	
PROVIDED: 16 STANDARD SPACES + 1 HANDICAP SPACES = 16	

ON-SITE BICYCLE PARKING CALCULATIONS	
LOT 2A:	GENERAL / CONVENIENCE / RETAIL/RESTAURANT 0.4 SPACES PER 100m ² TOTAL EXISTING: 583m ² x 0.4 = 3 SPACES REQUIRED PROPOSED & PROVIDED: 3 SPACES
LOT 2B:	OFFICE / COFFEE SHOP 0.4 SPACES PER 100m ² TOTAL EXISTING: 346m ² x 0.4 = 2 SPACES REQUIRED PROPOSED & PROVIDED: 2 SPACES

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LOT 2B:	OFFICE / COFFEE SHOP 0.4 SPACES PER 100m ² TOTAL EXISTING: 346m ² x 0.4 = 2 SPACES REQUIRED PROPOSED & PROVIDED: 2 SPACES

LEGAL DESCRIPTION:
ALL OF SECTION 10, BLOCK 3 NORTH,
RANGE 7 WEST, GROUP 1, WMD,
PLAN 6838

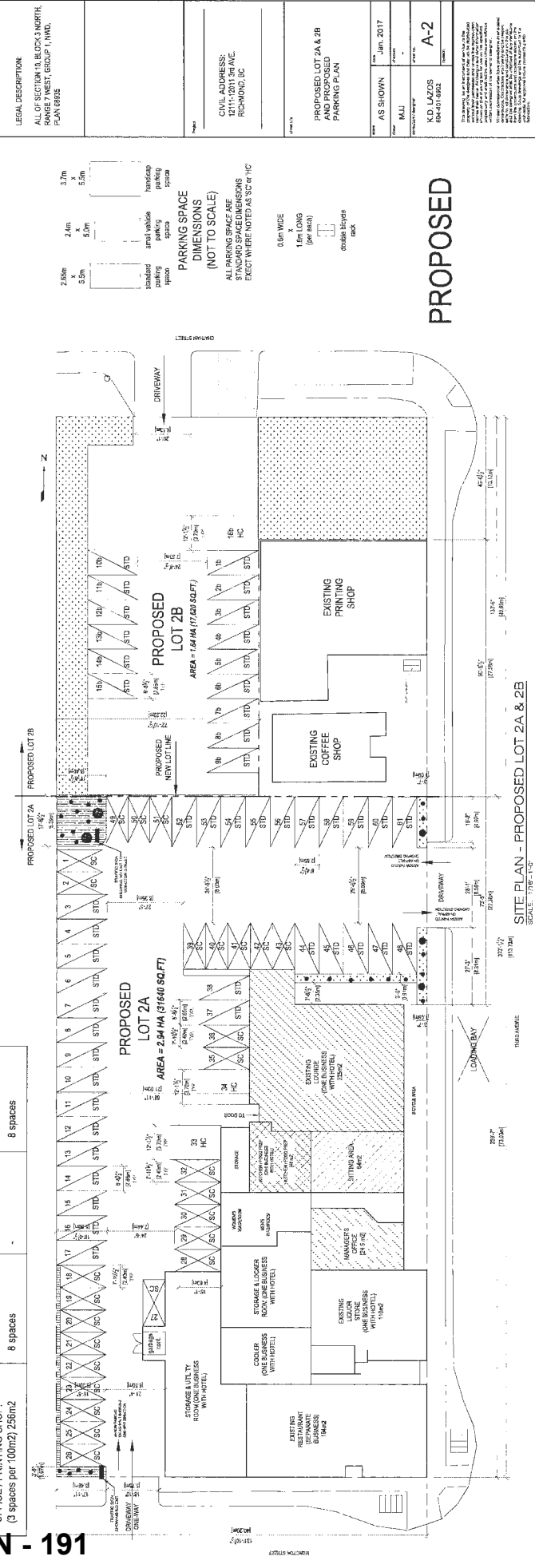
CIVIL ADDRESS:
1211-12011 3rd AVE.
RICHMOND, BC

PROPOSED LOT 2A & 2B
AND PROPOSED
PARKING PLAN

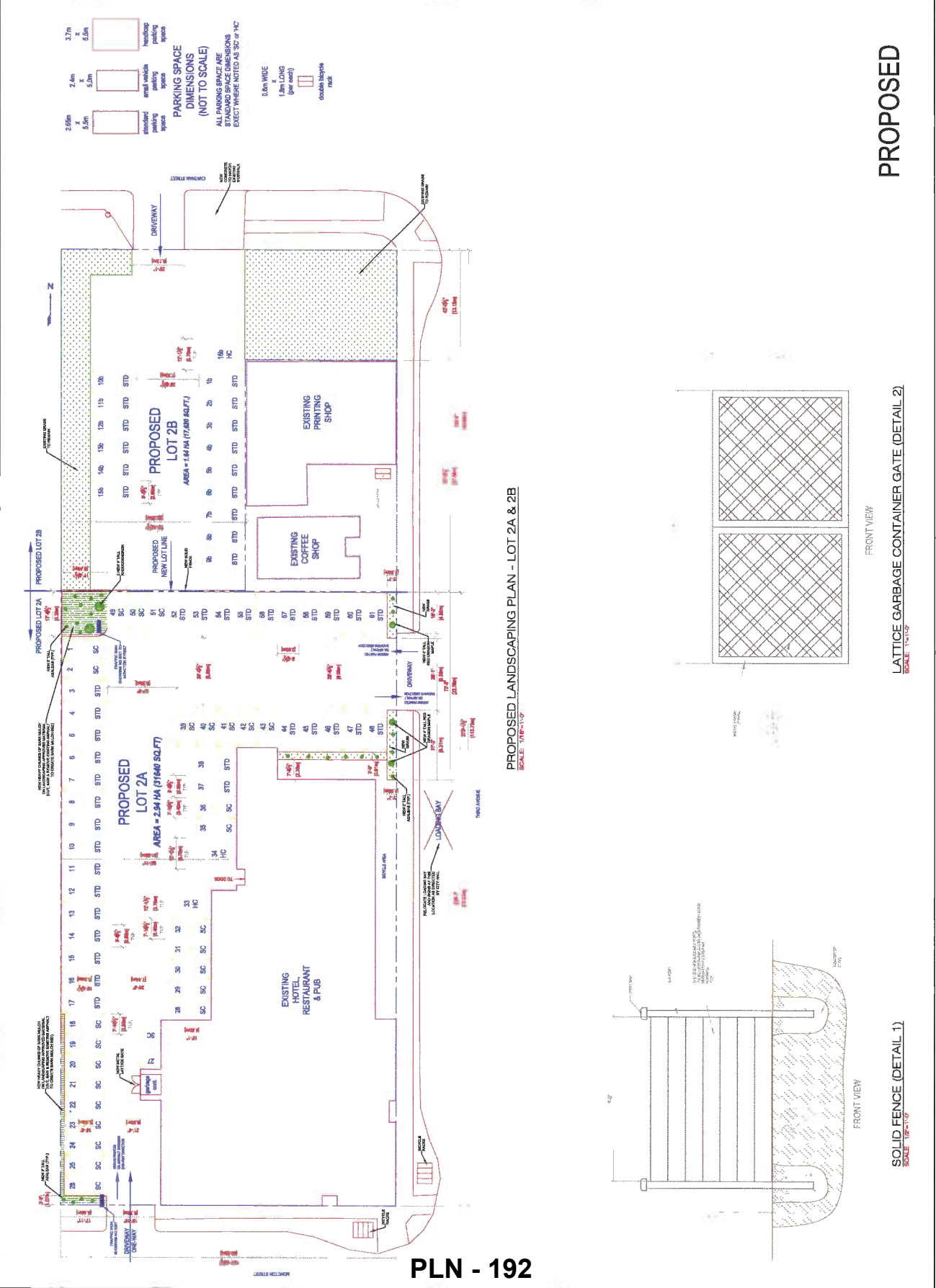
AS SHOWN
JULY 2017
A-2

PROPOSED LOT 2A & 2B
AND PROPOSED
PARKING PLAN

PROPOSED LOT 2A & 2B
AND PROPOSED
PARKING PLAN



ST. ARCHITECTURAL 7700 University Ave. Suite 100 Richmond, BC V6X 1A1 TEL: 604-271-1557 WWW.STARCHITECTURAL.COM		PROPOSED LOT 2A & 2B LANDSCAPING PLAN & DETAILS	
CIVIL ADDRESS: 12111-12011 3rd Ave. RICHMOND, BC		DATE: Jan. 2017 DRAWN BY: NJJ CHECKED BY: K.D. LAZOS PROJECT NO: 804-401-1802	
LEGAL DESCRIPTION: ALL OF SECTION 10, BLOCK 3 NORTH, RANGE 7 WEST, GROUP 1, NW/4, PLAN 6895		SCALE: 1/8" = 1'-0" A-2b	



PROPOSED

FRONT VIEW
LATTICE GARBAGE CONTAINER GATE (DETAIL 2)
SCALE: 1/8" = 1'-0"

FRONT VIEW
SOLID FENCE (DETAIL 1)
SCALE: 1/8" = 1'-0"