



City of Richmond

Notice and Agenda Special Council Meeting

Public Notice is hereby given of a Special Council meeting duly called in accordance with Section 126 of the *Community Charter*, to be held on:

Date: Monday, October 28, 2019

Time: 4:00 p.m.

Place: Anderson Room
Richmond City Hall
6911 No. 3 Road

Public Notice is also hereby given that this meeting may be conducted by electronic means and that the public may hear the proceedings of this meeting at the time, date and place specified above.

The purpose of the meeting is to consider the following:

CALL TO ORDER

FINANCE AND CORPORATE SERVICES DIVISION

1. **PROPERTY MAINTENANCE AND REPAIR BYLAW NO. 7897 11780
KINGFISHER DRIVE FEE APPEAL**

(File Ref. No.: 12-8060-20-007897) (REDMS No. 6262777 v. 6)

CNCL-3

[See Page CNCL-3 for full report](#)

STAFF RECOMMENDATION

That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.

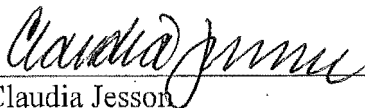


**CNCL – 1
(Special)**

Special Council Agenda
Monday, October 28, 2019

ADJOURNMENT





Claudia Jesson
Corporate Officer



City of Richmond

Report to Council

To: Richmond City Council
From: Cecilia Achiam
General Manager, Community Safety
Anthony Capuccinello Iraci
City Solicitor
Date: August 19, 2019
File: 12-8060-20-007897
Re: **Property Maintenance and Repair Bylaw No. 7897**
11780 Kingfisher Drive Fee Appeal

Staff Recommendation

That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.

Cecilia Achiam
General Manager, Community Safety
(604-276-4122)

Anthony Capuccinello Iraci
City Solicitor
(604-247-4636)

Att. 14

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Fire Rescue	<input checked="" type="checkbox"/>	
RCMP	<input checked="" type="checkbox"/>	
Building Approvals	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

The City of Richmond's Property Maintenance & Repair Bylaw No. 7897 ("Bylaw 7897") (**Attachment 1**) establishes fees associated with inspections of buildings that have been used for the production of controlled substances, and the dismantling and removal of grow operations.

On August 24, 2018, Richmond Fire Rescue responded to a report of smoke coming from a residence located at 11780 Kingfisher Drive, Richmond, B.C. (the "Property"). Attached as **Attachment 2** is a map showing the location of the Property.

The first members of Richmond Fire Rescue to arrive at the Property identified items consistent with a synthetic drug lab, and requested assistance from the Richmond RCMP. The RCMP and Richmond Fire Rescue created an isolation zone on surrounding streets to ensure neighbouring properties and occupants were not contaminated or endangered by the suspected synthetic drug lab.

Between August 24 and 27, 2018, the Richmond RCMP maintained scene security, collected samples of chemicals, dismantled the drug lab, and supervised the removal of dangerous chemicals at the Property. Richmond Fire Rescue attended the Property between August 24 and 26, 2018, to manage decontamination and to act as a rapid intervention team should a RCMP officer be injured inside the residence.

In accordance with Bylaw 7897, the City issued the following invoices to Jing Cong, as the registered owner of the Property (the "Owner"):

- a) Invoice No: FIR-02808, dated September 12, 2018, for \$4,200.00, with respect to the special safety inspection ("Invoice 1") (copy attached as **Attachment 3**);
- b) Invoice No: MIS-01739, dated September 28, 2018, for \$3,277.67 for board up services ("Invoice 2") (copy attached as **Attachment 4**);
- c) Invoice No: MIS-02579, dated May 16, 2019, for \$67,524.44, with respect to service fees associated with attendance by members of the Richmond RCMP at the Property and costs paid to Tervita Corporation for the collection and disposal of chemicals from the Property ("Invoice 3") (copy attached as **Attachment 5**); and
- d) Invoice No: FIR-03489, dated July 25, 2019, for \$8,526.95, with respect to service fees associated with attendance by members of Richmond Fire Rescue at the Property ("Invoice 4") (copy attached as **Attachment 6**).

In total the Owner has been invoiced \$83,529.06.

Section 3.1.2 of Bylaw 7897 states:

Every person required to pay any fee or service fee under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the

amount of the invoice by notifying the Director, City Clerk's Office in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or service fee should be paid.

The Owner paid Invoice 1 and Invoice 2 on November 19, 2018.

By letter dated June 11, 2019 (**Attachment 7**), Mr. Alfonso Chen, a lawyer retained by the Owner, advised the City that the Owner wished to appeal the amount of Invoice 3. As Invoice 4 was issued after the date the Owner notified the City of their wish to appeal Invoice 3, it has been included in this appeal to Council. The outstanding balance owing to the City is \$76,051.39.

Findings of Facts

August 24, 2018 - Richmond Fire Rescue responded to a report of smoke coming from a residence located at the Property. The first Richmond Fire Rescue responders to arrive at the Property identified items consistent with a synthetic drug lab, and requested assistance from the Richmond RCMP. Richmond Fire Rescue attended the Property on August 24, 2018 with a first alarm assignment with an additional unit added, which was comprised of twenty-four (24) staff on seven (7) responding units.

In response to Richmond Fire Rescue's call for assistance, Richmond RCMP general duty officers attended the scene on August 24, 2018. The RCMP shut down the surrounding streets to ensure a safe area for Richmond Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. The RCMP also went door to door to evacuate a number of properties in the area.

On August 24, 2018, twelve (12) general duty police officers from the RCMP were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, five (5) specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to safety concerns of chemicals inside the residence, 24 hour security of the residence was required to be maintained by the RCMP, with two (2) RCMP officers present.

August 25, 2018 – The RCMP obtained a search warrant to enter the house and continued their investigation and began to dismantle the drug lab. Due to the sheer size of the drug lab found at the Property, local specialized officers had to call in four additional drug lab investigators to attend with further equipment. Two (2) Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals, and a forensic identification officer was required to take fingerprints and scene photos. Six (6) general duty RCMP officers were required at varying times to maintain traffic control and scene security.

For safety reasons, the Richmond Fire Rescue Hazmat team was required to be at the Property to manage decontamination and act as a rapid intervention team should a RCMP officer be injured inside the drug lab. Richmond Fire Rescue members were required throughout the day at varying times on this date with eight (8) staff and two (2) units. In addition, a two (2) person BC ambulance team was required to be at the scene while police and fire were present dealing with chemicals.

Due to the need to use special protective equipment such as chemical suits and air purifying respirators, officers could only work limited hours in the drug lab. As a result scene security was once again established by two (2) general duty RCMP officers over night until the next morning when specialized officers could return.

August 26, 2018 – Eight (8) RCMP drug investigators were required to return to the Property as well as three (3) general duty RCMP officers, and two (2) Health Canada chemists. Four (4) members of the Richmond Fire Rescue Hazmat team with one (1) unit and the BC ambulance service also attended the Property to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials, the RCMP were once again required to establish security by two (2) officers over night until the next morning.

August 27, 2018 - Two (2) RCMP drug investigators were required to return to the Property to meet a third party waste contractor, Tervita Corporation, and supervise the removal of the chemicals.

Attached as **Attachment 8** is a summary of RCMP activities at the Property between August 24 and 27, 2018, prepared by RCMP Sgt. Gene Hsieh, at the request of the Owner's legal counsel. A copy of this report was provided to the Owner's legal counsel on July 18, 2019. Attached as **Attachment 9** are photos taken by the RCMP of the Property.

Analysis

City Bylaws

Property Maintenance & Repair Bylaw No. 7897

Bylaw 7897 sets out restrictions on using a building for the production of controlled substances, and requires an owner whose property is used for the production of controlled substances to pay the City all service costs incurred by or on behalf of the City in respect to the Property. The relevant provisions and definitions in Bylaw 7897 are as follows:

1.1.2 A person must not:

- (a) divert or install exhaust vents of hot water tanks or furnaces so that they exhaust into or within a **building**, instead of by way of an exhaust vent constructed or installed in compliance with applicable safety enactments;
- (b) **construct** or install any obstruction of an exit or an access to an exit required under the **Building Regulation Bylaw** or other safety enactment;
- (c) remove fire stopping that is provided or required under a safety enactment to contain the spread of fire within a **building**; or

- (d) undertake an **alteration** to a **building** for the purpose of establishing or operating a **grow operation**.

1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.

3.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A;
- (c.1) for a **special safety inspection**, the owner or occupier must pay the fee specified in Schedule A; and
- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

"Grow Operation" means the cultivation of marijuana plants or the production of **amphetamines**, or the production of other **controlled substances**.

"Controlled Substance" means a "controlled substance" as defined and described in Schedules I, II, or III of the *Controlled Drugs and Substances Act* (R.S.C. 1996, c. 19), but does not include a controlled substance that is permitted under that Act or otherwise lawfully permitted under the Business License Bylaw.

"Service Costs" means all direct and indirect costs incurred:

- (a) by the Richmond Fire Rescue Department;
- (b) by the Richmond detachment of the Royal Canadian Mounted Police;
- (c) by the City's Business Licensing Department and Building Approvals Department;
- (d) under a contract for services by an independent contractor, service provider, consultant or agent, including without limitation, a qualified electrical inspector, a hazardous materials professional, a professional engineer, a health professional, a person retained to carry out construction or demolition;
- (e) for associated administration and overhead expenses in relation to an inspection of a **parcel** that has apparently been used for a **grow operation** or **controlled substance property**;
- (f) or the lawful dismantling, disassembly, demolition, removal, clean-up, transportation, storage and disposal of structures, equipment, substances, materials and other paraphernalia associated with a **grow operation** or with the use, trade, business or manufacture of any controlled substance;
- (g) for the replacement of consumables used, or the replacement of equipment following exposure to contaminants; and
- (h) as a result of the analysis of the materials found at the property and the health and safety conditions at the **parcel**,

all of which are determined in accordance with Schedule D of this bylaw.

Fire Protection and Life Safety Bylaw No. 8306

The relevant provisions and definitions in the Fire Protection and Life Safety Bylaw No. 8306 ("Bylaw 8306") are as follows:

15.4.2 Every **owner**, carrier, agency, organization or other person having responsibility for the transport, storage or use of **dangerous goods**, shall be responsible, at that person's own cost and expense, for the clean up and safe disposal of all such **dangerous goods** arising from any **incident**, and a person who fails to do so shall be liable to pay the actual costs and expenses incurred by Richmond Fire-Rescue;

- (a) the costs and expenses incurred by the **City** or its contractors or agents for the clean up and safe transport and disposal of the **dangerous goods**; and
- (b) the costs incurred by Richmond Fire-Rescue in mitigating the **dangerous goods incident**, including without limitation, equipment replacement and decontamination costs.

15.8.2 Where under this Bylaw the **City** is authorized or required to provide work or services to lands or improvements, and the costs incurred by the **City** in carrying out such work or services are not paid when due and payable, the **City** may recover those costs from the **owner** of the lands or improvements in the same manner and with the same remedies as ordinary taxes and, if the costs remain unpaid on December 31, they shall be deemed to be taxes in arrears.

“dangerous goods” means those products or substances that are regulated under the *Canada Transportation of Dangerous Goods Act* and its Regulation, as amended from time to time;

“incident” means an event or situation to which **Richmond Fire-Rescue** has responded or would normally respond;

“owner” means a person who has ownership or control of real or personal property, and includes, without limitation,

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and
- (d) in relation to common property and common facilities in a strata plan, the strata corporation.

Basis for Fees Invoiced

In accordance with section 3.1(d) of Bylaw 7897, every owner whose parcel is used for a grow operation or controlled substance property must pay to the City all service costs incurred by or on behalf of the City, calculated in accordance with Schedule D.

Invoice 3 and Invoice 4 have been issued in accordance with Bylaw 7897, to recover the direct and indirect costs incurred by the City to inspect the Property, and dismantle and remove the drug lab at the Property.

a) Invoice 3

Invoice 3, for \$67,524.44, was calculated as follows:

- RCMP's costs: \$24,243.27
- Tervita Corporation (which was retained to dispose of chemicals): \$32,027.10
- 20% Administrative Fee: \$11,254.07

A copy of the Richmond RCMP's Operation Labour/Equipment Cost Back Report for the Property is attached as **Attachment 10**. This report provides details on the calculation of the RCMP's costs, including the number of hours recorded by RCMP Officers in relation to the Property between August 24, 2018 and August 27, 2018. A copy of this report was provided to the Owner's legal counsel upon request on June 18, 2019.

A copy of Tervita Corporation's Invoice to the RCMP for the removal and disposal of chemicals from the drug lab at the Property is attached as **Attachment 11**. A copy of Tervita's invoice was initially provided to the Owner's legal counsel upon request on June 18, 2019, with additional missing pages being provided on August 12, 2019.

In accordance with the City's Consolidated Fees Bylaw 8636, Schedule – Billing and Receivables, the City may charge 20% of the actual costs incurred by the City, as administrative charges for receivable projects undertaken from arm's length third parties. Both the RCMP and Tervita Corporation are arm's length third parties that provide services to the City.

The RCMP's response at the Property between August 24 and 27, 2018, involved 24 officers, and a total of 322 hours of officer time. Although the City is entitled to charge the Owner for all these costs, the RCMP only invoiced the Owner for overtime hours. The 38 hours of regular time indicated in Attachment 8 were not charged to the Owner, as well as 10 hours of overtime for Corporal Yugai. Collectively this amounted to a discount of \$2,885.62, calculated as follows

- i. 38 hours of regular time = \$1,575.48
- ii. 10 hours of double time = \$829.20
- iii. 20% Administrative Fee = \$480.94

\$1944.16 of the RCMP's invoice also accounts for supplies used by the RCMP in the course of their activities at the Property.

In accordance with Schedule D of Bylaw 7897, the RCMP were also entitled to charge the Owner an amount of \$15.00 per hour per RCMP officer on account of additional personnel and equipment costs incurred by the City for each hour of service provided (i.e. CPP, EI, Health Benefits, etc). By not charging this additional fee of \$15 per hour per person for 322 hours, the Owner received an additional discount of \$5,796.00 (\$4,830 plus 20% administrative fee of \$966).

In addition, although the RCMP invoiced the Owner for 38.5 hours of a Sergeant's time, and 27 hours of a Corporal's time, all RCMP hours invoiced to the Owner were billed at the lower Constables rate of \$41.46 per hour. The hourly rate for a Sergeant is \$49.24 (an increase of \$7.98/hr) and the hourly rate for a Corporal is \$45.18 (an increase of \$3.92/hr). By not billing out the RCMP officers at their applicable rates (for all time set out in Attachment 10), the Owner received a further discount of \$1,127.82, calculated as follows:

- i. 33 hours of Sergeant time at double time = \$526.68
- ii. 5.5 hours of Sergeant time at time and a half = \$65.83
- iii. 3 hours of Sergeant time at regular time = \$23.94
- iv. 37 hours of Corporal time at double time = \$290.08
- v. 8.5 hours of Corporal time at regular time = \$33.32
- vi. 20% Administrative Fee = \$187.97

The RCMP's invoice was prepared using time sheet entries recorded on this file by the individual officers involved. Attached as **Attachment 12** is a summary of Sergeant Hsieh's hours that were charged to the Owner in Invoice 3. This summary was prepared at the request of the Owner's legal counsel and provided to them on August 12, 2019.

Tervita Corporation is an arm's length third party contractor retained by the RCMP. Tervita Corporation's invoice reflects the costs of materials to safely package the chemicals found at the Property and the costs for safely disposing such chemicals.

While the investigation into the drug lab at the Property continued for several months and occupied time of six (6) RCMP drug investigators, those costs have not been charged to Owner.

b) *Invoice 4*

Invoice 4, for \$8,526.95, was calculated as follows:

- Fire Department: \$7,105.79
- 20% Administrative Fee: \$1,421.16

This invoice was rendered pursuant to Bylaw 8306 and Bylaw 7897. Attached as **Attachment 13** is a copy of Richmond Fire Rescue's breakdown of how its fees were calculated for Invoice 4. A copy of this breakdown was delivered to the Owner at the same time as Invoice 4.

Richmond Fire Rescue's response at the Property from August 24 to 26, 2018 involved a total of 156 hours of staff time and 61 hours of fire truck unit time. Although Richmond Fire Rescue was entitled to charge the Owner for Richmond Fire Rescue's costs in respect to its response to the Property on each day from August 24 to 26, 2018, it did not charge for any services provided on the initial day of its response. In total, seven (7) responding units and twenty-four (24) members of Richmond Fire Rescue attended the Property on August 24, 2018, for a total of twenty-one (21) hours of fire truck unit time and sixty-eight (68) hours of staff time. Had Richmond Fire Rescue invoiced the Owner for sixty-eight (68) hours of staff time at a Four year Firefighter's rate of \$46.73 per hour, then the Owner would have been billed an additional \$3,813.17 (\$3,177.64 plus 20% administrative fee of \$635.53).

In accordance with Schedule D of Bylaw 7897, Richmond Fire Rescue was also entitled to charge the Owner an amount of \$15.00 per hour per Richmond Fire Rescue member on account of additional personnel and equipment costs incurred by the City for each hour of service provided at the Property. By not charging this additional fee of \$15 per hour for 156 hours, the Owner received an additional discount of \$2,808.00 (\$2,340 plus 20% administrative fee of \$468).

In addition, Richmond Fire Rescue only invoiced the Owner for the costs of Richmond Fire Rescue members present at the Property on August 25 and 26, 2018, and did not invoice the Owner for two (2) fire truck units that attended the Property on those dates for 10 hours each for each date, or the twenty-one (21) hours that fire truck units attended the Property on August 24, 2018. Richmond Fire Rescue only created billing for the property for overtime costs incurred for the entire incident duration.

Pursuant to Schedule D of Bylaw 7897, Richmond Fire Rescue could have charged the Owner \$300 per hour for each fire truck unit that attended at the Property. Had Richmond Fire Rescue invoiced the Owner for each hour each fire truck unit attended the Property between August 24 and 26, 2018, the Owner would have been invoiced an additional \$22,020, calculated at follows:

- i. 21 hours on August 24th = \$6,300;
- ii. 20 hours on August 25th = \$6,000;
- iii. 20 hours on August 26th = \$6,000;
- iv. Administrative fee of 20% = \$3,720.

Underlying Intent of Bylaw 7897

Bylaw 7897 was originally enacted to provide the City with additional means to eliminate illegal drug operations on properties within the City. In accordance with section 194 of the *Community Charter*, the Bylaw allows the City to recover specified actual costs associated with this unlawful activity. The Bylaw also serves to make landlords accountable, by requiring them to periodically check their properties to ensure they are not being used for an illegal grow operation or clandestine drug lab.

In accordance with Bylaw 7897, Council may confirm, cancel or reduce the fee to be paid under Invoice 3 and Invoice 4 as it deems appropriate.

Reasons that may be considered in support of both invoices being confirmed, without any reduction, include:

- given the size of the drug lab found at the Property, and the risks this drug lab posed to surrounding properties and residents, the scale of response by the RCMP and Richmond Fire Rescue between August 24 to August 27, 2018 was reasonable;
- the invoices have been rendered on a cost recovery basis, to recover the costs incurred by the City for Richmond Fire Rescue and Richmond RCMP's initial response at the Property, as well as the dismantling of the clandestine drug lab at the Property;
- the invoices reinforce that landlords have responsibilities to ensure their properties are not being used for illegal activities;
- the invoices reinforce the City's strong position against illegal drug operations in the City, and make the City less attractive as a location for illegal grow operations and clandestine drug labs;
- the Owner has already received a discount of \$38,451.41, as the Owner was not charged the following amounts:
 - \$3,813.17 for non-overtime hours worked by Richmond Fire Rescue at the Property;
 - \$2,885.62 for non-overtime hours worked by RCMP at the Property (all calculated at a Constables rate);
 - \$2,808.00 for the additional \$15 per hour per person Richmond Fire Rescue was entitled to charge;
 - \$5,796.80 for the additional \$15 per hour per person the RCMP was entitled to charge;
 - \$1,127.82 for the increased hourly rate for Sergeants and Corporals that the RCMP was entitled to charge; and
 - \$22,020.00 for fire truck units that attended the Property.

Owner's Position

The Owner's legal counsel have indicated that the Owner has no income in Canada except the rental income originally generated from the Property, and that the Owner has already used up her personal savings to pay for the clean-up of the Property. By the end of 2018, the Owner claims to have spent approximately \$72,500 for remediating the Property. Attached as **Attachment 14** is a copy of a letter from the Owner's legal counsel requesting a reduction in the amounts owing to the City under Invoice 3 and Invoice 4.

Current Status of Property

The Owner applied for a demolition permit for the Property on August 22, 2019. This application is still being reviewed by City staff. Subject to the demolition permit application complying with the City's requirements, review of a Hazardous Materials Remediation Report provided by the Owner, and the Owner paying all applicable permit fees and deposits, the City's Manager, Building Approvals, will issue a demolition permit to the Owner for the Property.

In accordance with the City's standard practices, a building permit for a new building on the Property will not be issued to the Owner until all outstanding amounts owing to the City, including those under Invoice 3 and Invoice 4, have been paid.

Pursuant to Bylaw 7897, if the Owner fails to pay the City's costs that have been invoiced to the Owner by December 31, 2019, the amounts of these invoices will be added to and form part of the taxes payable on the Property as taxes in arrears.

Financial Impact

The amounts charged to the Owner in Invoice 3 and Invoice 4 are service costs/fees incurred by or on behalf of the City in response to the drug lab at the Owner's Property. These amounts are calculated on a cost-recovery basis, and are not punitive in nature. If Council reduces or waives any of these fees, then the amount of such reduction in the amounts charged under Invoice 3 and Invoice 4 will be borne by the City and general taxpayers.

Conclusion

That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.



Brendan Burns
Staff Solicitor
(604-204-8624)

BB:bb

Att. 1: Property Maintenance & Repair Bylaw No. 7897

- 2: Map of Property
- 3: Invoice 1, dated September 12, 2018
- 4: Invoice 2, dated September 28, 2018
- 5: Invoice 3, dated May 16, 2019
- 6: Invoice 4, dated July 25, 2019
- 7: Letter from Henderson & Lee Law Corporation dated June 11, 2019
- 8: Summary of RCMP activities on the Property
- 9: Photos of Property
- 10: Richmond RCMP Cost Back Report
- 11: Tervita Corporation Invoice
- 12: Sgt. Hsieh Hour Summary
- 13: Richmond Fire Rescue Billing Summary
- 14: Letter from Henderson & Lee Law Corporation dated August 14, 2019



ATTACHMENT 1

CITY OF RICHMOND

PROPERTY MAINTENANCE & REPAIR

BYLAW NO. 7897

EFFECTIVE DATE – JUNE 27, 2005

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

AMENDMENT BYLAW

EFFECTIVE DATE

Bylaw 8231
Bylaw 8485

May 14, 2007
September 14, 2009

CITY OF RICHMOND

PROPERTY MAINTENANCE & REPAIR

BYLAW NO. 7897

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PROPERTY MAINTENANCE & REPAIR BYLAW NO. 7897

The Council of the City of Richmond enacts as follows:

PART ONE: BUILDING AND SAFETY STANDARDS

1.1 General Prohibitions

- 1.1.1 A person must not, other than when authorized by the owner or operator of an electrical or water distribution system, disconnect from such electrical or water distribution system, a meter installed for the purpose of ascertaining the consumption of electricity or water.
- 1.1.2 A person must not:
 - (a) divert or install exhaust vents of hot water tanks or furnaces so that they exhaust into or within a **building**, instead of by way of an exhaust vent constructed or installed in compliance with applicable safety enactments;
 - (b) **construct** or install any obstruction of an exit or an access to an exit required under the **Building Regulation Bylaw** or other safety enactment;
 - (c) remove fire stopping that is provided or required under a safety enactment to contain the spread of fire within a **building**; or
 - (d) undertake an **alteration** to a **building** for the purpose of establishing or operating a **grow operation**.
- 1.1.3 If, as a result of the use of a **parcel** as a **grow operation** or **controlled substance property**,
 - (a) the supply of electricity, water, or natural gas to the **parcel** has been disconnected by the **City** or any other lawful authority; or
 - (b) unauthorized **alterations** have been made to structural, electrical, water or gas systems, equipment, appliances, or other accessories of any kind on the **parcel**; or
 - (c) a **hazardous condition** exists on the **parcel**,

a person must not permanently reconnect the supply of electricity, water, or natural gas and, subject to the *Residential Tenancy Act*, a person must not use or occupy the **parcel** until:

- (i) the **parcel** has been inspected by the **building official** and all other lawful authorities having jurisdiction over the supply of electricity, water, or natural gas, for compliance with all health and safety requirements in the bylaws of the **City**, and any provincial statute or regulation relating to building, electrical, water, health, gas, or fire safety;
- (ii) the **owner** has obtained all permits, approvals or authorizations required to carry out the work necessary to bring the **parcel** into compliance with the bylaws of the **City**, and all provincial statutes and regulations;
- (iii) all of the work referred to in this section has been completed and inspected by the **building official** and all other lawful authorities having jurisdiction, and the **parcel** is in compliance with the bylaws of the **City**, and all applicable provincial statutes and regulations; and
- (iv) the **owner** has paid all **service fees** and other fees imposed by Schedule A of this bylaw and other relevant **City** bylaws in relation to the inspection of the **parcel**, and the issuance of permits, and the Manager, Building Approvals has issued a **re-occupancy permit** for the **parcel** (Schedule F).

1.1.4 The **building official** or **fire inspector** may post a notice containing the words “Unsafe – Do Not Enter or Occupy” in a conspicuous place at the entrances to a **controlled substance property** in respect of which:

- (a) the **fire inspector** or the Manager, Building Approvals has made an order to vacate, or
- (b) **Council** has made an order to vacate under the *Community Charter*.

1.1.5 A person must not:

- (a) interfere or obstruct the **building official** or **fire inspector** from posting a notice referred to in subsection 1.1.4; or
- (b) remove, alter, cover, or mutilate a notice posted under subsection 1.1.4, except with the permission of the **building official** or **fire inspector**, whichever is applicable.

- 1.1.6 No Person may cause or allow a **building** to become subject to the growth of mould or fungus arising from, or in relation to, the cultivation of marijuana plants, or the production of **amphetamines** or other **controlled substances** in such **building**.

1.2 Fire Protection

- 1.2.1 An **owner** or **occupier** of real property must:

- (a) undertake any action directed by a **fire inspector** for the purpose of removing or reducing any thing or condition that the **fire inspector** considers is a fire hazard or increases the danger of fire; and
- (b) permit entry by an **inspector**, who attends the real property at any reasonable time, to determine whether there is compliance with this bylaw.

1.3 Tenancies

- 1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.
- 1.3.2 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** who has knowledge of a contravention of this bylaw, in relation to the **residential premises** or other **building**, must:
- (a) within 48 hours of the discovery of the contravention, deliver written notice to the **City** of the particulars of the contravention, and
 - (b) within two months of the delivery of the notice, subject to the *Residential Tenancy Act*, take any action necessary to bring the **residential premises** or other **building** into compliance with this bylaw.

PART TWO: REMEDIATION REQUIREMENTS

2.1 Owner Obligations

- 2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property Owner (Schedule B), the **owner** of the **building** must, within fourteen days after the **grow operation** has been removed, subject to the *Residential Tenancy Act*:
- (a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;

- (b) have all air ducts cleaned by a **professional cleaner** or by a duct cleaning company, if the **building** is heated by forced air heating; and
- (c) either remove all mould or water-damaged materials such as, but not limited to, drywall or gyproc, or have all walls and ceilings in the **building** cleaned and disinfected by a **professional cleaner**.

2.2 Inspection and Certification Requirements

- 2.2.1 After a **professional cleaner** has been engaged by the **owner** and has complied with the requirements of section 2.1, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must inspect the **building** and provide a written Certification Form (Schedule E) to the Manager, Building Approvals, confirming that the requirements of section 2.1 have been satisfied, and that the **building** is substantially free of any **pesticides**, fertilizers, toxic substances, moulds, or fungi, prior to the occupancy or re-occupancy of the **building**.

2.3 Occupancy

- 2.3.1 After a **grow operation** has been removed from a **building** and until the remedial measures prescribed by section 2.1 have been completed and written certification has been provided in accordance with section 2.2, the **building** must not be occupied by any person.
- 2.3.2 Before a **building** is re-occupied after removal of a **grow operation**, the **owner** must notify the prospective occupants in writing that a **grow operation** has been removed and that the requirements of this bylaw have been met.

2.4 Alterations

- 2.4.1 A **building** must not be re-occupied after the removal of a **grow operation** until:
 - (a) a building permit has been obtained for any proposed or remediation work, including an **alteration**, which requires a permit under the **Building Regulation Bylaw**;
 - (b) the building complies with the requirements of *British Columbia Building Code*, the *British Columbia Fire Code*, the *Safety Standards Act* of British Columbia, the City's *Building Regulation Bylaw*, this bylaw, all as amended from time to time, and all other health and safety requirements established by law;
 - (c) the **owner** has paid all **service fees** and other fees due and owing under this or any other bylaw of the **City**;

- (d) the Manager, Building Approvals has confirmed that a satisfactory occupancy inspection of the **residential premises** by the City's Building Approvals Department has been completed; and
- (e) a **re-occupancy permit** (Schedule F) has been issued.

PART THREE: FEES

3.1 Establishment of Fees

3.1.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A;
- (c.1) for a **special safety inspection**, the owner or occupier must pay the fee specified in Schedule A; and
- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

PART FOUR: NOTICES AND INSPECTIONS

4.1 Role of the Inspector

4.1.1 Subject to the provisions of the *Community Charter*, an **Inspector** may attend or request the attendance of one or more other **Inspectors** to enter onto and inspect a **parcel**, if the **Inspector**:

- (a) believes the real property is not in compliance with this bylaw;
- (b) is concerned for the health, safety, or possible injury to a tenant, an occupant, or the public; or
- (c) believes there is property damage to a **building** which may affect the health or safety of a tenant, an occupant, or the public.

4.1.2 Subject to the provisions of the *Community Charter*, an **inspector** may:

- (a) inspect and determine whether all regulations, prohibitions and requirements under this bylaw or other safety enactments are being met in relation to any matter for which the Council, a municipal officer or employee or a person authorized by the Council has exercised authority under this or another enactment to regulate, prohibit or impose requirements;
- (b) coordinate a **special safety inspection** of a **parcel** or **parcels**;
- (c) carry out a **special safety inspection** of a **parcel** or **parcels** pursuant to paragraph (b) of this subsection;
- (d) take action authorized under Part Seven; and
- (e) inspect, disconnect or remove a water service pursuant to subsection 4.2.

4.1.3 The Manager, Building Approvals or a person acting under the direction of the Manager, Building Approvals may post a Notice (Schedule C) on any **building** which has been used for a **grow operation**, advising of the provisions of this bylaw.

4.1.4 A person must not interfere with an inspection or proposed inspection under subsection 4.1.2, or remove or deface any notice posted under subsection 4.1.3.

4.2 Discontinuance of Service

4.2.1 The **City** may discontinue providing water service to a **parcel** if the water is being used for, or in relation to, a **grow operation** on the **parcel**, provided the **City**:

- (a) gives the **owner** and **occupier** of the **parcel** seven days written notice of an opportunity to make representation to **Council** with respect to the proposed discontinuance of the water service; and
- (b) after the persons affected have had an opportunity to make representation to **Council**, the **City** must give the **owner** and **occupier** seven days written notice of any proposed discontinuance of the water service.

PART FIVE: VIOLATIONS AND PENALTIES

5.1 Any person who:

- (a) violates or who causes or allows any of the provisions of this bylaw to be violated; or
- (b) fails to comply with any of the provisions of this, or any other applicable bylaw or statute; or
- (c) neglects or refrains from doing anything required by this bylaw; or
- (d) makes any false or misleading statement,

is deemed to have committed an infraction of, or an offence against this bylaw, and is liable on summary conviction, to the penalties provided for in *the Offence Act*, and each day that such violation is caused or allowed to continue constitutes a separate offence.

PART SIX: INTERPRETATION

6.1 In this bylaw, unless the context requires otherwise:

ALTERATION	means any change made to the structural, gas, plumbing, ventilation mechanical or electrical components of a building .
AMPHETAMINES	include dextroamphetamines and methamphetamines.
BUILDING	means a structure or portion of a structure , including foundations and supporting structures for equipment or machinery or both, which is used or intended to be used for supporting or sheltering a use, occupancy, persons, animals, or property.

BUILDING REGULATION BYLAW	means the current Building Regulation Bylaw of the City .
BUILDING OFFICIAL	means the General Manager, Urban Development for the City , and every employee or agent appointed by the City to inspect buildings in respect of building, plumbing or gas safety standards.
CONSTRUCT/CONSTRUCTION	means to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate or shore.
CONTROLLED SUBSTANCE	means a "controlled substance" as defined and described in Schedules I, II, or III of the <i>Controlled Drugs and Substances Act</i> (R.S.C. 1996, c. 19), but does not include a controlled substance that is permitted under that Act or otherwise lawfully permitted under the Business License Bylaw.
CONTROLLED SUBSTANCE PROPERTY	<p>means:</p> <ul style="list-style-type: none"> (a) a parcel contaminated by chemical or biological materials used in, or produced by, the trade or manufacture of a controlled substance; or (b) a building altered to trade or manufacture a controlled substance; or (c) a parcel which has been used for the manufacture, growing, sale, trade or barter of a controlled substance therein or thereon; and <p>which does not meet applicable safety standards under the British Columbia <i>Building Codes</i>, <i>Gas Code</i> and <i>Electrical Code</i> per B.C. Safety Standards Act, British Columbia <i>Fire Code</i>, <i>Health Act</i>, or other applicable safety regulations including any bylaw requirements of the City all as amended from time to time.</p>
COUNCIL	means Council of the City .
CITY	means City of Richmond.
FIRE CHIEF	means the person who is appointed to be head of the Richmond Fire Rescue Department and every

person designated by **Council** under the *Community Charter* by name of office or otherwise to act in the place of the Fire Chief.

FIRE INSPECTOR

means the **Fire Chief** and every member of the Richmond Fire Department or any other person designated by the **Fire Chief** by name or office or otherwise.

GROW OPERATION

means the cultivation of marijuana plants or the production of **amphetamines**, or the production of other **controlled substances**.

HAZARDOUS CONDITIONS

means:

- (a) any real or potential risk of fire;
- (b) any real or potential risk to the health or safety of persons or property;
- (c) any unapproved or unauthorized **building alteration**; or
- (d) repairs needed to a **building**,

arising or resulting from the use or contamination of a **parcel** as a **controlled substance property**.

INSPECTOR

means:

- (a) a **fire inspector**;
- (b) the City's Manager of Building Approvals and every employee or agent authorized by the City to inspect **buildings** in respect of building, plumbing, electrical or gas standards;
- (c) the Chief Licensing Inspector and licensing inspectors
- (d) a bylaw enforcement officer;
- (e) other persons designated by **Council** by name of office or otherwise to act in the place of persons, officers, or employees referred to in clauses (a) through (d).

MANAGER

means the Manager, Community Bylaws, the Chief Licensing Inspector, or the Manager, Building Approvals.

OCCUPIER

means a person occupying a property within the **City** and includes the registered **owner** of the

	property where the owner is the person occupying or if the property is unoccupied.
OWNER	includes the registered owner in fee simple of real property located in the City and those persons defined as "owner" in the <i>Community Charter</i> .
PARCEL	means includes land and any improvement comprised in a parcel.
PESTICIDES	means a substance or mixture, including a chemical, used to destroy, prevent, repel or mitigate fungi or animal pests or microorganisms such as bacteria or viruses, and includes herbicides, fungicides, or other substances used to control pests, plant regulators, defoliants or desiccants.
PROFESSIONAL CLEANER	means an individual or corporation that is experienced and qualified in removing contaminants from buildings and is licensed to carry on business in the City .
RE-OCCUPANCY PERMIT	means permission or authorization through the issuance of Schedule F by the Manager, Building Approvals to re-occupy any building , in respect of which the Manager, Building Approvals has issued an order to cease occupancy because of a hazardous condition .
RESIDENTIAL PREMISES	means any building that may lawfully be occupied as a dwelling unit by one or more persons.
SERVICE COSTS	means all direct and indirect costs incurred: <ul style="list-style-type: none"> (i) by the Richmond Fire Rescue Department; (j) by the Richmond detachment of the Royal Canadian Mounted Police; (k) by the City's Business Licensing Department and Building Approvals Department; (l) under a contract for services by an independent contractor, service provider, consultant or agent, including without limitation, a qualified electrical inspector, a hazardous materials professional, a professional engineer, a health professional, a

- person retained to carry out construction or demolition;
- (m) for associated administration and overhead expenses in relation to an inspection of a **parcel** that has apparently been used for a **grow operation** or **controlled substance property**;
 - (n) or the lawful dismantling, disassembly, demolition, removal, clean-up, transportation, storage and disposal of structures, equipment, substances, materials and other paraphernalia associated with a **grow operation** or with the use, trade, business or manufacture of any controlled substance;
 - (o) for the replacement of consumables used, or the replacement of equipment following exposure to contaminants; and
 - (p) as a result of the analysis of the materials found at the property and the health and safety conditions at the **parcel**,
- all of which are determined in accordance with Schedule D of this bylaw;

SPECIAL SAFETY INSPECTION

means an inspection coordinated with any municipal departments, provincial or federal authorities, and independent professionals or contractors as may be necessary to ascertain hazardous conditions or contraventions that may exist under the *British Columbia Building Code*, the *British Columbia Fire Code*, the *Safety Standards Act*, the *Health Act*, bylaws of the City or other applicable enactments, but does not include an inspection pursuant to an emergency call for police, fire or ambulance services or an inspection carried out under a warrant as part of a criminal investigation.

STRUCTURE

means all or part of a **construction**, whether fixed to, supported by, sunk into, or located in, land, water or airspace, and includes freestanding sign structures over 3.0 m in height and supporting structures for such signs, and includes a sewage holding tank, but excludes landscaping, paving, a fence, or a retaining wall under 1.0 m in height.

TENANCY AGREEMENT

means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of **residential premises**.

PART SEVEN: FAILURE TO COMPLY

- 7.1** If an **owner** or **occupier** of a **parcel** fails to comply with a requirement of the **City** under this bylaw or another safety enactment, the **City**, within the time specified in the order or notice, may enter on the **parcel** and take such action as may be required to correct the default, including to remediate the **parcel** or to have the **parcel** attain a standard specified in any safety enactment, at the expense of the **owner** or **occupier** who has failed to comply, and may recover the costs incurred as debt.
- 7.2** If the **owner** has failed to pay the cost to the **City** incurred under section 7.1 before the 31st day of December in the year that the corrective action was taken, the service costs must be added to and form part of the taxes payable on the property as taxes in arrears.

PART EIGHT: SEVERABILITY AND CITATION

- 8.1** If any part, section, subsection, clause, or subclause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 8.2** This bylaw is cited as “**Property Maintenance & Repair (Grow-Op) Bylaw No. 7897**”, and comes into force and effect on July 1st, 2005.

SCHEDULE A to BYLAW NO. 7897

INSPECTION, CONFIRMATION & RE-OCCUPANCY FEES

The following fees apply to all inspections and related administrative actions carried out under this Bylaw:

1. Other than an inspection for the purpose of a **re-occupancy permit**, each time an **inspector** enters on a **parcel** to inspect pursuant to section 4.1.2(a), the **owner** or **occupier** must pay to the **City**:
 - (a) \$300.00; and
 - (b) an additional \$300.00 for each subsequent inspection undertaken if the **owner** or **occupier** has failed to undertake any action ordered by a **fire inspector**, the **City**, or a person authorized under this bylaw to order the action.
2. Each time a **special safety inspection** is carried out pursuant to section 4.1.2(c), the **owner** or **occupier** must pay to the **City** \$4,200.00.
3. Before confirmation is provided under section 2.4.1(d), the **owner** or **occupier** must pay all applicable fees under the **City's Building Regulation Bylaw** and any amendments thereto; and
4. To obtain a **re-occupancy permit**, the **owner** or **occupier** must pay to the **City** \$500.00 for up to two inspections by a **building official** and, if necessary, \$120.00 for each subsequent inspection.

SCHEDULE B to BYLAW NO. 7897

LETTER TO PROPERTY OWNER

Re: Property Maintenance & Repair (Grow-Op) Bylaw 7897

This letter is to notify you that Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897" establishes regulations concerning the cleaning and remediation of buildings that have been used for marijuana grow operations or amphetamine production.

The City has been advised by the Royal Canadian Mounted Police that the building at (insert address) was in use as a marijuana grow operation (or amphetamine production operation) which has been removed by the police.

The bylaw requires that within 14 days, all carpets and curtains in the premises must be removed or cleaned, any forced air heating ducts in the premises must be cleaned, and all walls and ceilings must be cleaned and disinfected. That work must be carried out by a Professional Cleaner with experience in removing contaminants from buildings. The Professional Cleaner must hold a license to carry on business in Richmond.

After the cleaning is completed, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must certify that the premises are safe for human occupancy.

Until the cleaning and certification have been completed, subsection 2.3.1 of the bylaw prohibits occupancy by any person. Before occupancy, you are required to notify prospective occupants that the requirements of the bylaw have been satisfied.

We enclose a copy of the bylaw for your reference. If you have any questions concerning the regulations in the bylaw, please call the City's Business Licensing, Permits and Bylaws Department at (insert telephone number).

SCHEDULE C

NOTICE

TAKE NOTICE THAT these Premises have been used as a marijuana grow operation (or an amphetamine production operation).

Pursuant to Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", no person may occupy these premises until cleaning and remediation have been completed in accordance with that bylaw and the Manager, Building Approvals or his designate has confirmed that a satisfactory occupancy inspection has been completed.

It is an offence to remove or deface this notice.

Any inquiries should be directed to Manager, Building Approvals (insert name and telephone number of appropriate City official).

SCHEDULE D

SERVICE FEES

- A. **Staff Costs** (2 hour minimum charge) All fees charge shall be the hourly wage paid for the individual attending as determined by the applicable working/collective agreement or pay grid for nonunion staff plus an amount of \$15.00 per hour per person which equates to the additional personnel and equipment costs incurred by the City for each hour of service provided.

Constable R.C.M.P

Bylaw Enforcement Officer

Bylaw Enforcement Supervisor

Senior Building Official

Building Official

Fire Fighter

B. **Equipment**

Costs

Fire Truck	\$300.00 /hr or part thereof
Replacement of Equipment by Exposure to contaminants	Cost to City
Replacement of Consumable Equipment	Cost to City
Analysis and Tests of materials or Conditions found at the property	Cost to City

C. **Administration**

Administration and Overhead costs of 15% shall be charged on all of the above fees.

SCHEDULE E

CERTIFICATION FORM

TO: City of Richmond
FROM: (insert name of professional cleaner)
RE: Premises at (insert address)

This is to certify that in accordance with sections 2.1 and 2.2 of the "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", the professional identified in this certification:

- (a) meets the requirements for a professional inspector under section 2.2 of the bylaw;
- (b) has completed an inspection of the Premises on _____ (date); and
- (c) the Premises are remediated in accordance with section 2.3 and as such, are substantially free from any pesticides, toxic chemicals, moulds, or fungi normally associated with and found in a "Grow Operation" premises, and that the Premises are fit for human use and occupancy.

The undersigned professional may be contacted at: (insert business telephone number).

CERTIFIED AS OF _____ (insert date)

(insert name of professional inspector)

Authorized Representative

SCHEDULE F

RE-OCCUPANCY PERMIT

Address of Building:

Legal Description:

Approved Occupancy (use):

The Building remediated under the authority of Building Permit Number: _____
is approved for Re-occupancy.

This Permit confirms that inspections pursuant to Property Maintenance and Repair (Grow-Op) Bylaw No. 7897 have been completed and remediation requirements have been satisfied. This Permit is not a warranty that the subject Building complies with all Municipal and Provincial Regulations governing Building Construction nor that it is without defect. It is only a formal comment on the remediated condition of the Building at the date of issue only.

This certificate must be affixed to a conspicuous and permanent place in the said building and must not be removed.

Manager, Building Approvals

Date: _____




ATTACHMENT 2
MAP OF PROPERTY





City of
Richmond





ATTACHMENT 3
INVOICE 1



INVOICE	
 City of Richmond	Invoice No: FIR-02808 Invoice Date: 09/12/2018 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 11780 Kingfisher Drive Richmond BC V7E 3N7 Canada	AMOUNT DUE: \$4,200.00
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	Amount Remitted 
 City of Richmond	Invoice No: FIR-02808 Invoice Date: 09/12/2018 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Property Maintenance & Repair Bylaw No. 7897, unpaid fees outstanding as of December 31, 2018 will be transferred to the property owner's tax account.	
For further information, please contact the Richmond Fire Department at 604-278-5131.	
1	Safety Inspection Fee \$ 4,200.00 Address: 11780 Kingfisher Drive Plan Review Date: August 28, 2018 Description of Review: Special Safety Inspection - Do not occupy
SUBTOTAL: \$ 4,200.00	
TOTAL AMOUNT DUE : \$ 4,200.00 (in Canadian dollar)	
For billing inquiries, please email: receivables@richmond.ca , call: 604-276-4253 or fax: 604-276-4162	
	



ATTACHMENT 4
INVOICE 2

INVOICE	
 City of Richmond	Invoice No: MIS-01739 Invoice Date: 09/28/2018 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$3,277.67
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
Amount Remitted	
	




 City of Richmond	Invoice No: MIS-01739 Invoice Date: 09/28/2018 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Bylaw No. 7897, any unpaid board-up charges as of December 31, 2018 will be transferred to the property owner's tax account.	
Emergency Board Up Services Address: 11780 Kingfisher Drive Date: August 28, 2018	
1 Labour	\$ 3,121.59
SUBTOTAL: \$ 3,121.59	
GST 5 %	\$ 156.08
TOTAL AMOUNT DUE : \$ 3,277.67 (in Canadian dollar)	
For billing inquiries, please email: receivables@richmond.ca , call: 604-276-4253 or fax: 604-276-4162	
	

ATTACHMENT 5
INVOICE 3

INVOICE	
 City of Richmond	Invoice No: MIS-02579 Invoice Date: 05/16/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$67,524.44
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
Amount Remitted	
	

 City of Richmond	Invoice No: MIS-02579 Invoice Date: 05/16/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.	
Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018 RCMP File: 18-27045	
1	Grow-Up Cost Recovery \$ 67,524.44
Cost Breakdown for Grow-Up Cleanup:	
- RCMP: \$24,243.27	
- Tervita: \$32,027.10	
- 20% Administration Fee: \$11,254.07	
SUBTOTAL: \$ 67,524.44	
TOTAL AMOUNT DUE : \$ 67,524.44 (in Canadian dollar)	
For billing inquiries, please email: receivables@richmond.ca , call: 604-276-4334 or fax: 604-276-4162	
	

ATTACHMENT 6
INVOICE 4

INVOICE	
 City of Richmond	Invoice No: FIR-03489 Invoice Date: 07/25/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$8,526.95
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	Amount Remitted 
 City of Richmond	Invoice No: FIR-03489 Invoice Date: 07/25/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Cost recovery charges based on Bylaw No. 8306, Part 9 Regulations of Fire Hazards and Part 15 Fees and Cost Recovery Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account. Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018	
1	Grow-Up Cost Recovery \$ 8,526.95 Cost Breakdown for Grow-Up Cleanup: - Fire Department: \$7,105.79 - 20% Administration Fee: \$1,421.16
SUBTOTAL: \$ 8,526.95	
TOTAL AMOUNT DUE : \$ 8,526.95 (in Canadian dollar)	
For billing inquiries, please email: receivables@richmond.ca , call: 604-276-4334 or fax: 604-276-4162	
	

ATTACHMENT 7



HENDERSON & LEE
Law Corporation
Barristers & Solicitors

#310 – 4885 Kingsway
Burnaby, BC V5H 4T2
T: (604)558-2258
F: (604)558-4023

June 11, 2019

Our file no. 2386
Please reply to Alfonso Chen
Email: alfonso@hendersonleelaw.com

Director, City Clerk's Office
City of Richmond
City Clerk's Office
6911 No. 3 Road
Richmond, BC V6Y 2C1

Via email: cityclerk@richmond.ca
and via fax: 604-278-5139

Attention: Mr. David Weber

Dear Sir:

Re: Appeal of fee for the Invoice with Invoice No.: MIS-02579 (the "Invoice")

We have been retained by Ms. Jing Cong for the above-noted matter.


We write to notify you in writing that Ms. Cong officially appeals the amount of the Invoice. I also enclose a letter from Ms. Cong personally appealing the amount of the Invoice.

We are in the midst of reviewing documents associated with the circumstances surrounding the Invoice and will be following up with you on this matter shortly after we have done so.

We represent Ms. Cong's interests only and urge you to seek independent legal representation.

Please contact me if you have any questions. Thank you.

Yours truly,
Henderson & Lee Law Corporation


Alfonso Chen
Barrister & Solicitor
Encl.

W: www.hendersonleelaw.com

E: alfonso@hendersonleelaw.com

June 10, 2019

TO: Mr. David Weber
City of Richmond
City Clerk's Office
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Mr. Weber,

Re: Invoice No.: MIS-02579
Invoice Date: 05/16/2019
Relevant Location: 11780 Kingfisher Drive

I hereby appeal the amount of the invoice with invoice no. MIS-02579, which I received on or about May 17, 2019. I have retained Henderson & Lee Law Corporation to represent me in this appeal and in handling this matter generally.

If you have any questions, please contact my legal team at the following email:

alfonso@hendersonleelaw.com

I also ask that you reference my file number at Henderson & Lee Law Corporation, 2386, in any correspondence with my legal team.

Thank you for your attention to this matter.

Yours truly,

Jing Cong



ATTACHMENT 8



Richmond Detachment

MEMO

TO: Reinaldo Cheng, City of Richmond

RCMP Finance Manager

FM: Sgt. Gene Hsieh

July 17, 2019

RE: Request for further details on police response to Richmond File 18-27045, 11780 Kingfisher drive Richmond

I am the officer in charge of the team that conducted the Kingfisher road investigation and was one of the original attending officers and was present for all 4 days of the response to the drug lab. Based on my personal involvement and my review of the investigation I have summarized the initial police response as followed:

1. On August 24, 2018 Richmond RCMP General Duty section responded to a request from Richmond Fire rescue for assistance related to a house fire at 11780 Kingfisher drive Richmond.
2. General duty officers attended the scene which required them to shut down the streets to ensure a safe area for Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. Due to this concern some properties were evacuated which required officers to go to door to door.
3. On the first day of the response, 12 general duty police officers were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, 5 specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to the safety concerns of chemicals inside the house, 24 hour security of the house was required to be maintained by the police by at least 2 officers while police sought a search warrant.
4. On the second day of the response with a search warrant to enter the house on August 25, 2018, Richmond RCMP continued their investigation and dismantle of the drug lab. Due to the



Canada

sheer size of the drug lab found inside, local specialized officers had to call in 4 additional drug lab investigators to attend with further equipment. Two Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals and a forensic identification officer to take fingerprints and scene photos. For safety reasons, the Richmond Fire Rescue Hazmat team was required to be a scene to manage decontamination and act as a rapid intervention team should a police officer be injured inside the drug lab. 6 General duty police officers were required at varying times to maintain traffic control and scene security. Finally a 2 person BC ambulance team was required to be at scene while police and fire were present dealing with chemicals. Due to the need to use special protective equipment such as chemical suits and air purifying respirators officers could only work limited hours in the drug lab. As a result scene security was once again established by 2 general duty officers over night until the next morning when specialized officers could return.

5. On the third day of the response, August 26, 2018, 8 drug investigators were required to return as well as 3 general duty officers, 2 Health Canada chemists, as well as the Fire Rescue Hazmat team and the BC ambulance service to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials police were once again required to establish security by 2 officers over night until the next morning.
6. On the final day of the response, August 27, 2018, 2 drug investigators were required to return to meet the waste contractor and supervise the removal of the chemicals.
7. The investigation continued on for several months which occupied the time of 6 drug investigators however those costs are not included in the cost back submitted here. This summary document is intended to provide context to the number of officers and hours billed back as a result of this drug lab. As one can see the response is very technical and labour intensive.

Respectfully submitted,

Sgt. Gene Hsieh

Officer in Charge Organized Crime and Drug unit

Richmond RCMP

ATTACHMENT 9
PHOTOS



Image 1: various chemical drums found with unknown liquids in the downstairs living room.



Image 2: upstairs bedroom used to produce methamphetamine.



Image 3: another upstairs bedroom found full of chemicals, methamphetamine, and various unknown chemical waste.



Image 4: various unknown chemicals and waste found in upstairs bed room closet



Image 5: chemicals in upstairs bathroom, chemical staining on cabinets and colour of toilet water suggest dumping of waste into sewer system



Image 6: production apparatus located in downstairs room. Heavy chemical staining on walls



Image 7: tubes used as venting of chemical vapours into attic



Image 8: various chemicals found in room, note heavy staining on carpet. Chemicals would have soaked through carpet and into floor studs.



Image 9: Image of make shift vessel to store an unknown chemical. Note heavy staining on walls due to chemical residue



Image 10: living room (first room you see when you walk in the door and up the small steps).
Chemicals and lab apparatus are visible.

ATTACHMENT 10



**RICHMOND RCMP MARIHUANA GROW/CLAN LAB
OPERATION LABOUR/EQUIPMENT REPORT**

DATE DISMANTLED: 180824 - 180827RCMP FILE #: 18-27045DATE COST BACK SUBMITTED: 180907INVESTIGATING MEMBER: CST. JOY NGUYENREG #: 51478☒ SEARCH WARRANT☒ OTHER: RED RESPONDED TO FIRE/SMOKE

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

☐ YES☒ NOACCOUNT 3590 -10-65 -64020-0000

		Regular Hours	Hours @1.5	Hours @ 2.0	Total Billable Hours	RATE	TOTAL
Equipment/Supplies							
2 BOX NITRAL GLOVES							
EVIDENCE BAG 1/4X1/2							
CLAN TEAM CONSUMABLE							
Other							
Tervita (Hazco)	yes or no						
SRG	yes or no						
Members - Name	Rank						
GENE HSIEH	Sgt	3	5.5	33	74.25	41.76	\$3078.41
DAVE FORSTER	CPL	3	8	27	54.00		2238.84
DANIEL MCCARTHY	CST	3	8	27	54.00		2238.84
LEAH STANBURY	CST	8	8	20	40		1658.40
D ABASS	CST	2.5			-		-
POON	CST	2.5			-		-
M STRONGER	CST	1.5			-		-
PICKERING	CST	3			-		-
COOTHUZEN	CST	4.5			-		-
IMBEAULT	CPL	5.5			-		-
TARLING	CST	2.5			-		-
TJORTHOM	CST	2.0			-		-
KIGAI	CPL			10	-		-
CHENG	CST	5			-		-
TOTAL COST:						\$11,158.65	

Submitted By: Gene HSIEH, Sgt
Reg# 48190
HRMIS# 086352

Signature: _____



RCMP FILE #: 18-27045

REG #: 51478

☐ YES
☒ NO

Submitted By: Gene HSTEH, Sgt
Reg# 48190
HRMIS# 086352

Signature: 

②

ATTACHMENT 11



Invoice

TERVITA CORPORATION
c/o C3025
PO Box 2572 Stn M
CALGARY, AB CANADA T2P 3L4
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP
14200 GREEN TIMBERS WAY
MAIL STOP 108
SURREY BC V3T 6P3

Work Order #'s included in this invoice:
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email HMMinvoicehelp@tervita.com or alternately contact your local sales representative.

Date: 8/27/2018		WO # : 123130	Locn : CLAN LAB: 11780 KING FISHER DRIVE RICHMOND		LSD/WTB:		
Qty	Unit	Svc Code	Item Details		Document #	Unit Price	Ext. Price
5.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE		428042	\$350.00	\$1,750.00
7.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE		428044	\$350.00	\$2,450.00
3.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID		BM83632-2	\$340.00	\$1,020.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)		BM83632-2	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)		BM83632-2	\$595.00	\$595.00
1.00	CONTAINER DRUM 205L	LP08	LP TOXIC (L) ORGANIC		BM83632-2	\$415.00	\$415.00
1.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID		BM83632-2A	\$340.00	\$340.00
3.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC ACID		BM83632-2A	\$340.00	\$1,020.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC		BM83632-2A	\$340.00	\$340.00
1.00	CONTAINER DRUM 205L	LP01	LP SODIUM HYDROXIDE		BM83632-2A	\$340.00	\$340.00



Invoice

TERVITA CORPORATION
c/o C3025
PO Box 2572 Stn M
CALGARY, AB CANADA T2P 3L4
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP
14200 GREEN TIMBERS WAY
MAIL STOP 108
SURREY BC V3T 6P3

Work Order #'s included in this invoice:
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email HMMinvoicehelp@tervita.com or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP07	LP TOXIC (S) ORGANIC	BM83632-2A	\$415.00	\$415.00
4.00	CONTAINER PAIL 20L	LP02	LP COR (L) INORGANIC ACID	BM83632-2A	\$70.00	\$280.00
1.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BM83632-2A	\$65.00	\$65.00
1.00	CONTAINER DRUM 205L	LP06	LP IODINE	BP47169-7	\$415.00	\$415.00
7.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BP47169-7	\$65.00	\$455.00
3.00	CONTAINER PAIL 20L	LP04	LP METHANOL	BP47169-7	\$65.00	\$255.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7A	\$340.00	\$340.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)	BP47169-7A	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)	BP47169-7A	\$595.00	\$595.00
2.00	CONTAINER PAIL 20L	LP05	LP OXIDIZER (S)	BP47169-7A	\$100.00	\$200.00



Invoice

TERVITA CORPORATION
c/o C3025
PO Box 2572 Stn M
CALGARY, AB CANADA T2P 3L4
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

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To: RCMP
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123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email HMMinvoicehelp@tervita.com or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7B	\$340.00	\$340.00
1.00	CONTAINER PAIL 20L	LP01	LP AMMONIA SOLUTIONS	BP47169-7B	\$70.00	\$70.00
1.00	CONTAINER PAIL 20L	LP01	LP SODIUM HYDROXIDE	BP47169-7B	\$70.00	\$70.00
11.00	EACH	C002	BAG 1M3 (SINGLE LINED) UN RATED		\$83.00	\$913.00
1.00	EACH	F053	DOCUMENTATION MANIFESTING CHARGE		\$20.00	\$20.00
6.00	EACH	C036	DRUM 205L POLY CT RECON		\$75.00	\$450.00
7.00	EACH	C040	DRUM 205L POLY OT RECON		\$75.00	\$525.00
3.00	EACH	C042	DRUM 205L STEEL CT RECON		\$60.00	\$180.00
6.00	EACH	C044	DRUM 205L STEEL OT RECON		\$70.00	\$420.00
2.00	HOUR	L015	FIELD CHEMIST DT		\$220.00	\$440.00
4.00	HOUR	L014	FIELD CHEMIST OT		\$165.00	\$660.00
8.00	HOUR	L013	FIELD CHEMIST		\$110.00	\$880.00
1.00	FLAT RATE	T003	HAZMAT RESPONSE TRAILER DAILY RATE		\$650.00	\$650.00
2.00	HOUR	L021	IR PROJECT MANAGER DT		\$240.00	\$480.00



Invoice

TERVITA CORPORATION
c/o C3025
PO Box 2572 Stn M
CALGARY, AB CANADA T2P 3L4
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

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To: RCMP
14200 GREEN TIMBERS WAY
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SURREY BC V3T 6P3

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123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email HMMinvoicehelp@tervita.com or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
4.00	HOURL	L020	IR PROJECT MANAGER OT		\$180.00	\$720.00
8.00	HOURL	L019	IR PROJECT MANAGER		\$120.00	\$960.00
2.00	HOURL	L027	IR TEAM LEAD DT		\$220.00	\$440.00
4.00	HOURL	L026	IR TEAM LEAD OT		\$165.00	\$660.00
8.00	HOURL	L025	IR TEAM LEAD		\$110.00	\$880.00
6.00	HOURL	L030	IR TECHNICIAN DT		\$200.00	\$1,200.00
12.00	HOURL	L029	IR TECHNICIAN OT		\$150.00	\$1,800.00
24.00	HOURL	L028	IR TECHNICIAN		\$100.00	\$2,400.00
7.00	DAY	F063	LOA SUBSISTENCE ONLY		\$26.00	\$182.00
10.00	EACH	C094	PAIL 5L POLY W/LID		\$12.00	\$120.00
2.00	EACH	C099	PUMP HAND DISPOSABLE		\$53.00	\$106.00
14.00	HOURL	T012	SINGLE AXLE CUBE VAN		\$160.00	\$2,240.00
1.00	FLAT RATE	T052	TRUCK LIGHT DUTY SERVICE VEHICLE IR DAILY RATE		\$160.00	\$160.00
2.00	EACH	A023	VERMICULITE 25LBS BAG		\$53.00	\$106.00



Invoice

TERVITA CORPORATION
c/o C3025
PO Box 2572 Stn M
CALGARY, AB CANADA T2P 3L4
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP
14200 GREEN TIMBERS WAY
MAILSTOP 108
SURREY BC V3T 6P3

Work Order #'s included in this invoice:
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email HMMinvoicehelp@tervita.com or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
					Sub Total:	\$30,502.00
					GST 5.00%:	\$1,525.10
					Invoice Total :	\$32,027.10

Net 30 Days
1.5% per month surcharge on overdue accounts
GST# 865085409

E Division Clandestine laboratory unit
Cost recovery details

Task Authorization # 174-1

Location: 11780 KingFisher Dr, Richmond

Date: August 24, 2018

Jurisdiction (Detachment): Richmond Detachment

Cost centre (Collator): E 1014

File#: 2018-27045.

Mailing address:

Contact person (approved call-out): Sgt. Gene HSIEH

Telephone#:

No# of TA assigned to invoice: 2



**Task Authorization
Autorisation de tâche**

Contract Number - Numéro du contrat
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur TERVITA CORPORATION 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174-1</u> ✓ Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu 11780 Kingfisher Drive, Richmond
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ 32,027.10

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☒ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

➤ All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu 174-1	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ 20,000.00	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ 12,027.10 Increase
--	---	---

Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.
Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>
"Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 Kingfisher Drive, Richmond B.C.</u>		
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>
As per Annex "B" of the Contract		
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>
Quotation Price: <u>\$20,000.00</u>		
Final Price: <u>\$32,027.10</u> ✓ (final price to be entered at time of receipt of invoice, with possible TA rev)		
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>
Monthly Payment, upon completion of Task and acceptance of Invoice by the Project Authority		

PWGSC - TPSGC 572 (04/2013)

Contract Number - Numéro du contrat
M2989-3-2117

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSCG atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSCG.

Sgt. Derek WESTWICK Reg # 51254

Federal Serious and Organized Crime
CLAN LAB Response Coordinator
Operational Support "E" Division HQ

Name and title of authorized client - Nom et titre du client autorisé à signer



2018-10-17

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSCG

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Caron Adderley HSE Advisor

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur



2018-10-19

Signature

Date



**Task Authorization
Autorisation de tâche**

Contract Number - Numéro du contrat
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur TERVITA CORPORATION 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174</u> Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu 11780 KingFisher Drive Richmond
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ 20,000.00
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input checked="" type="checkbox"/> Yes - Oui IF YES, refer to the Security Requirements Checklist (SRCL) included in the Contract SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.
Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis "Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 KingFisher Drive, Richmond, BC</u>	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement As per Annex "B" of the Contract	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche Quotation Price: <u>\$20,000.00</u> Final Price: \$ _____ (final price to be entered at time of receipt of invoice, with possible TA rev)	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement Monthly Payment, upon completion of Task and acceptance of invoice by the Project Authority	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (04/2013)

Annex
Annexe _____

Contract Number - Numéro du contrat
M2989-3-2117

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

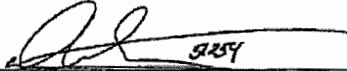
En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépassent cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Sgt. D. WESTWICK FSOC CLEAR NCO i/c

Name and title of authorized client - Nom et titre du client autorisé à signer



2018-08-29

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Caren Addeney HSA Advisor

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur



2018-08-30

Signature

Date

Libreria Documenti / Libreria Poliglotta Srl.
N° 40 Via Roma 40 - 20121 Milano - Tel. 02/583111

BP47169-7

Libreria Documenti / Libreria Poliglotta Srl.
N° 40 Via Roma 40 - 20121 Milano - Tel. 02/583111

[illegible]

Instructions on reverse.

Manifest Supplement -- Multiple Different Wastes

This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:

(a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.

(b) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.

(c) The form must be attached to the Referenced Manifest and must be in the vehicle when the shipment is being transported.

[illegible]

INSTRUCTIONS: When the shipment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction.

COPY C (BLUE)

Manifest Supplement – Multiple Different Wastes

CONDITIONS:

This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:

- (a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.
- (b) There are no additions to or deletions from the consignment after the shipment leaves the consignor's site.
- (c) There are no additions to or deletions from the manifest but it must be in the vehicle when the shipment is being transported.

(d) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

[illegible]

INSTRUCTIONS: When the shipment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 2 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches Copy B to Copy 2 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches Copy C to Copy 2 of Manifest and returns to each Carrier.
- Attaches Copy D to Copy 2 of Manifest and retains for 2 years.
- Attaches Copy E to Copy 4 of Manifest and mails to Consignor.

Aut# 126130
BM83632-2

[illegible]

Manifest Supplement -- Multiple Different Wastes

CONDITIONS:

This form can only be used as an attachment to a **HAZARDOUS WASTE MANIFEST** under the following conditions:

(a) The form is only one **Consignor (Generator)** and only one **Consignee (Receiver)** for all of the waste listed on the referenced manifest and on this form.

(b) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.

(c) The form must be attached to the **Reference Manifest** and must be in the vehicle when the shipment is transported.

[illegible]

INSTRUCTIONS: When the assignment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches copies of Copy 4 to copies of Copy 4 of Manifest and returns to each Carrier.
- Attaches Copy D to Copy 5 of Manifest and retains for 2 years.
- Attaches Copy E to Copy 6 of Manifest and mails to Consignor.

COPY C (BLUE)

**RECYCLE
DOCKET**

☒ BILL OF LADING

☐ OTHER

ABC #: 2042 / LT 0765 / NTC 000038
 ABR #: 1101 / 10022
 E-mail: info@servicio.com

Number 428042

Deleuze

1587729
7014912124

24 hour Phone #: 1-800-327-7455

Quarto 44

Project #:

Consignor/ Generator	Company Name	Mailing Address	Site Location	Generator Name and Signature	Date	Phone
	RMP	1400 Green Intervale Way, Bldg	1780 Knafelcher's Suburban Dr, V7E 3N	<i>[Signature]</i>	2010/03/27	403-740-8844

Carrier	ID #	LT 0765	Alternate Carrier	ID #
Company Name		Private Corporation	Company Name	
Mailing Address		3511 Wilcox way Columbus, Ga	Mailing Address	
Registration #			Registration #	
Driver Name and Signature		JOSE HOCT	Driver Name and Signature	
Date	Phone	Aug 27 2018	Date	Phone #
		604 214 7070		

COLLECTION - C / DELIVERY - D

[illegible]

<p> www.ams.org www.ams.org/journals www.ams.org/journals/proc </p>	<p> www.ams.org www.ams.org/journals www.ams.org/journals/proc </p>
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Company Name	Tanaka Industries
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1107

1351 Vulcan Way Richmond BC	(include Province) (include Zip) (Phone)
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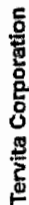
1391 Valen W

Receipt Date 7/1/01

Receipt Date 8/21/18.

Будущее / Future

Order / Directions

☐ OTHER

ABC #: 2042 / LT 0785 / NTC 000038
 ABR #: 1101 / 10022
 E-mail: info@tervie.com

Number	428044
--------	--------

Reference:
Manifest:

24 hour Phone #: 1-800-327-7455

FLACARDS	YES	No. and Type
REQUIRED	NO	Issued

Carrier	ID #	LT 0715	Alternate Carrier	ID #
Company Name		Tervita Corporation		
Mailing Address		12511 Wilkenitzky Richmond Rd. Vancouver		
Registration #		6-07335 AB		
Driver Name and Signature		[Signature]		
Date	Phone #	Date 06/24/2018		

[illegible][illegible]

11700 KING FISHER

ER Job Control and Resource Log

Client: RMP Job: _____ WO #: _____ Date: Aug 27 WO# 123130

Labour						
Name	Role	Start Time	End Time	ST Hrs	OT/OT Hrs	Total
<u>JOEY KIZMAN</u>	<u>Foreman</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>JOEY KIZMAN</u>	<u>Supervisor</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>JOEY KIZMAN</u>	<u>Operator</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>KELLY KIZMAN</u>	<u>Operator</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>JUAN GONZALEZ</u>	<u>Operator</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>PAUL KIZMAN</u>	<u>Operator</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>
<u>JEFF KIZMAN</u>	<u>Driver</u>	<u>6:00</u>	<u>2:00</u>			<u>14</u>

Mobile Equipment

EH	UNIT #	EH	Vendor
<u>14</u>	<u>TR281</u>		Vacuum Truck - Hydroexcavator
	<u>TR</u>		Vacuum Truck - 3rd Party
<u>14</u>	<u>PT081</u>		Dump Truck - Tandem
	<u>PT182</u>		Dump Truck - Tandem & Pony
	<u>HT</u>		Dump Truck - Tandem & Transfer
<u>14</u>	<u>HT016</u>		Excavator - 320CL with Operator
	<u>VT</u>		Backhoe - Rubber Tire 420 Cal
	<u>MT</u>		Mobilization / Demobilization

Supplies & Consumables

Personal Protective Equipment / Access	Qty	Containment	Qty
Level-A		Absorbent Pads (VP-H)	
Level-B	<u>23</u>	5' River Boom/Land Boom	
Level-C	<u>1</u>	Venturi 2Cu FL	<u>11</u>
Level-D		Hazco Bag 11' x 7'	<u>11</u>
Additional SCBA Bottle	<u>1</u>	Steel Open Head Drum	<u>6</u>
SABA System		Steel Tight Head Drum	<u>3</u>
Decontamination System		Poly Tight Head Drum	<u>6</u>
Instrumentation & Analysis	Qty	Steel Overpack Drum	
4 Gas Monitors		Poly Overpack Drum	<u>7</u>
Ammonia		Overpack Drum Rental	
Phosphine		UN Approved Pail 20L with lid	
Draeger Pump per use		UN Approved Pail 20L PG 1 with lid	
Draeger Colorimetric tubes		Pail 5L with lid	<u>10</u>
Mercury Vapor Monitoring		Roll Off Bin-Open	<u>1yd</u>
Thermometer - Infrared Laser		Roll Off Bin-Sealed	<u>1yd</u>
Resistance Meter		Drum Lines	
Photo Ionization Detector		4 Mil Poly 20'x100'	
Radiation Meter		Rags - 30lb bag	
HazMat Identification Test		Other (list)	
Equipment Packages	Qty	Reagents & Miscellaneous	Qty
AOD 1" Aluminum/Steel		Soda Ash Dense	
AOD 1" Chemical Transfer		Citric Acid	
AOD 2" Chemical Transfer		Degreaser - 4L	
AOD 3" Aluminum/Steel		Degreaser - 20L	
Electric Transfer Pump		Overnight Charge (out of town work)	
Pressure Washer 3000psi		Food & Fluids (per worker/dhr)	<u>7</u>
Submersible Pump 2"		Hazardous Waste Manifest	<u>1</u>
Trash Pump 2"		Activation Fee	
Supervisor:		Return to Base:	

** Supervisor must complete and submit job log to WS Administrator by the next working day upon job completion

Mobile Equipment	Quantity
Site Office Trailer	
Cargo Trailers	
Vacuum Trailer	
Forklift 5500LB	
Genie Lift S20	
Scissor Lift 19Ft	
Personal Protective Equipment	
Level-A Suit	
Level-B Suit	
Level-C Suit	
Bunker Gear - per person per shift	
Chem Tape	
Nitrile gloves (long) - pair	
Nitrile gloves (wrist) - box	
PVC Gloves	
Leather Gloves	
Lutux Yellow Boot	
Rubber Disposal PVC, CSA	
Full face respirator	
OVP100 Defender Cartridges (Pair)	
Mercury respiratory cartridges	
Fluid Transfer Equipment	
Suction Hose 2" (20Ft)	
Suction Hose 3" (20Ft)	
Discharge Hose 2" (20Ft)	
Discharge Hose 3" (20Ft)	
Suction Hose Acid Resistant 2" (20Ft)	
Discharge Hose Acid Resistant 2" (20Ft)	
Hand Pump 6 GPM (Disposable)	2
Specialty Equipment	
Cylinder Capping "A" Kit (Rental)	
Tanner Capping Kit "B" (Rental)	
Chlorine Capping "C" Kit	
Salvage Cylinder	
Dome Clamps	
Bonding and Grounding Kit	
HEPA Vacuums	
Industrial Vacuum Unit	
Mercury Spill Kits	
Mercury Vacuum	
Mercury Wipes	
Mercury Solution	
Pneumatic Equipment	
Rollover Kit	
Compressor	
Airline 50 ft. Sections	
Air Guns	
Air Chisels	
Air Drill	
Hole Saw Kit	
Miscellaneous	
Drum Funnel	
Barrel Harness	
Genzel and Cords	
Exhaust Fans	
Orange Safety Fence (50 ft. roll)	
Halogen Work Light Pods	
Drain Covers (black rubber)	
Epoxy Stick	
Low-Angle rescue package (2 men set)	
Life jackets	
Storage fee per drum per day or equivalent	
Cylinder Storage Charge	

ATTACHMENT 12
SGT. HSIEH HOUR SUMMARY

Sgt. Hsieh's hours by date relating to the invoice are as follows:

Aug. 24, 2018	4.50
Aug. 25, 2018	15.00
Aug. 26, 2018	13.00
Aug. 27, 2018	<u>6.00</u>
	<u>38.50</u>

The 38.50 hours only accounts for the billable overtime hours by Sgt. Hsieh as per the cost back sheet. It does not include his regular hours on August 24, 2018 which have not been billed to the Owner.

ATTACHMENT 13

RICHMOND FIRE RESCUE Billing for 11780 Kingfisher Drive

August 25, 2018

RIEo6/RIHo6		Time	Base Rate	OTP(1.5)	Total
McMillan	Officer	2	58.41 OTP(1.5)	87.62	175.23
Rende	FF	2	47.87 OTP(1.5)	71.81	143.61
Stewardson	FF	2	47.87 OTP(1.5)	71.81	143.61
Barkley	FF	2	44.27 Reg time	0	88.54

RIQo6		Time	Base Rate	OTP(1.5)	Total
Kelder	Officer	2	58.41 OTP(1.5)	87.62	175.23
		8	58.41 OT2(2.0)	116.82	934.56
Cabatic	FF	2	47.87 OTP(1.5)	71.81	143.61
		8	47.87 OT2(2.0)	95.74	765.92
Dube	FF	2	44.27 OTP(1.5)	66.41	132.81
		8	44.27 OT2(2.0)	88.54	708.32
Tachen	FF	10	44.27 OTP(1.5)	66.41	664.05

August 26, 2018

RIEo6/RIHo6		Time	Base Rate	OTP(1.5)	Total
Tack	Officer	10	58.41 OTP(1.5)	87.62	876.15
Brannen	FF	10	47.87 OTP(1.5)	71.81	718.05
Metzak	FF	10	47.87 OTP(1.5)	71.81	718.05
Dhillon	FF	10	47.87 OTP(1.5)	71.81	718.05

Grand total before taxes & admin	<u>7,105.79</u>
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1,421.16

ATTACHMENT 14



HENDERSON & LEE
Law Corporation
Barristers & Solicitors

#310 – 4885 Kingsway
Burnaby, BC V5H 4T2
T: (604)558-2258
F: (604)558-4023

August 14, 2019

Our file no. 2386
Please reply to Cameron Lee
cameron@hendersonleelaw.com

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

Via email: BBurnst@richmond.ca
and: ACapuccinelloiraci@richmond.ca

WITHOUT PREJUDICE

Attention: Mr. T. Capuccinello Iraci and Mr. Brendan Burns

Dear Sirs:

Re: Settlement of Invoices
Property: 11780 Kingfisher Dr., Richmond
Owner: Jing Cong
Appeal of Invoice No. MIS-02579

Please be advised that Ms. Cameron Lee, barrister and solicitor, is replacing Mr. Alfonso Chen as legal counsel for the Owner of the subject matter. We are writing to discuss the possibility of settling this matter as soon as possible.

We understand that a house fire broke out at the Property due to an illegal drug lab operation on or about 08/24/2018 (the "Incident"). Various departments were involved in the investigation, inspection and clean-up of the Property.

The Owner flew back to Canada immediately after she was advised of the Incident. She actively cooperated with the clean-up and, by the end of 2018, paid approximately \$72,500 for the retained services.

In or around the middle of 2019, the Owner was surprised in receiving four outstanding invoices from the City:

1. Invoice No: FIR-02808 of safety inspection dated 09/12/2018 for the amount of \$4,200;
2. Invoice No: FOR-03489 of Grow-up Cleanup dated 07/25/2019 for the amount of \$8,526.95;
3. Invoice No: MIS-01739 of safety review dated 09/28/2018 for the amount of \$3,277.67;

W: www.hendersonleelaw.com

E: alfonso@hendersonleelaw.com

Our File #: 2386
To: City of Richmond
Date: August 14, 2019
Page 2 of 2



4. Invoice No: MIS-02579 of Grow-up Cleanup dated 16/05/2019 for the amount of \$67,524.44, being the total of \$24,243.27 from RCMP and \$32,027.10 from Tervita.

The total amount of outstanding balance is \$83,529.06 (the "Balance"). In addition, the Owner has been advised that there are, possibly, other invoices yet to come.

Most recently, the Fire Department informed the Owner to demolish the Property without delay because of its hazard nature. At the same time, the City informed the Owner that a permit to demolition will not be issued before the Balance is paid off.

The Owner is devastated.

The Owner has no income in Canada except the rental income originally generated from the Property. After the Incident, she has used up her personal saving to pay the clean-up work. The Owner had never expected the Incident and had not planned for the costs after the Incident.

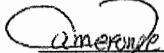
The Owner has no other financial means to pay off the Balance and other fees such as interests, fines, and potential speculative tax.

After her discussion with us, she instructed us to propose one lump sum payment of \$10,000 to the City with the hope that the City may forgive the rest of the Balance and make the issuance of Permit possible.

Please kindly advise the undersigned whether settlement is an option for the Owner under the circumstances. If it is available, whether the City is willing to set up a face-to-face meeting with the undersigned to discuss the details of the settlement proposal, the counter-offer, and the terms and conditions of the settlement. We believe the Owner is open to a payment plan over a reasonable period of time as well.

We appreciate your attention to this letter and look forward to hearing from you.

Yours truly,
Henderson & Lee Law Corporation


Cameron Lee
Barrister & Solicitor

W: www.hendersonleelaw.com

E: alfonso@hendersonleelaw.com