



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:* Wednesday, December 18, 2024**  
***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

RECESS FOR PUBLIC WORKS AND TRANSPORTATION  
COMMITTEE AND PARKS, RECREATION AND CULTURAL  
SERVICES COMMITTEE (OPEN and CLOSED) AND SPECIAL  
CLOSED COUNCIL

\*\*\*\*\*

RECONVENE FOLLOWING RECESS FOR PUBLIC WORKS  
AND TRANSPORTATION COMMITTEE AND PARKS,  
RECREATION AND CULTURAL SERVICES COMMITTEE  
(OPEN AND CLOSED) AND SPECIAL CLOSED COUNCIL.

MINUTES

1. *Motion to:*
- CNCL-7 (1) adopt the **minutes** of the Regular Council meeting held on December 9, 2024; and
- CNCL-22 (2) receive for information the Metro Vancouver **‘Board in Brief’** dated November 29, 2024.

AGENDA ADDITIONS & DELETIONS

COMMITTEE OF THE WHOLE

2. *Motion to resolve into Committee of the Whole to hear delegations on agenda items.*

3. Delegations from the floor on Agenda items.

**PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 12.**

4. *Motion to rise and report.*

RATIFICATION OF COMMITTEE ACTION

GENERAL PURPOSES COMMITTEE

5. **BUSINESS REGULATION BYLAW NO. 7538, AMENDMENT BYLAW NO.10620 – 4151 HAZEL BRIDGE WAY UNIT 1350**  
(File Ref. No. 12-8060-00) (REDMS No. 7845144)

RECOMMENDATION to be forwarded from the Open General Purposes Committee meeting.

6. **INTERIM HOUSING NEEDS REPORT 2024**  
(File Ref. No. 08-4057-05) (REDMS No. 7841389)

RECOMMENDATION to be forwarded from the Open General Purposes Committee meeting.

PLANNING COMMITTEE

7. **RICHMOND CHILD CARE STRATEGY 2024–2034**  
(File Ref. No. 07-3070-04) (REDMS No. 7779006)

RECOMMENDATION to be forwarded from the Open Planning Committee meeting.

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

8.    **TRANSPORTATION DEMAND MANAGEMENT (TDM) RESERVE FUND ESTABLISHMENT**

(File Ref. No. 10-6500-00) (REDMS No. 7836018)

RECOMMENDATION to be forwarded from the Open Public Works and Transportation Committee meeting.

9.    **TRANSLINK 2025 COST-SHARE FUNDING APPLICATIONS – TRANSPORTATION PROJECTS**

(File Ref. No. 10-6500-01) (REDMS No. 7831660)

RECOMMENDATION to be forwarded from the Open Public Works and Transportation Committee meeting.

10.    **8205Q - AWARD OF CONTRACT FOR FIVE ELECTRIC ICE RESURFACERS**

(File Ref. No. 02-0780-01) (REDMS No. 7570819)

RECOMMENDATION to be forwarded from the Open Public Works and Transportation Committee meeting.

PARKS RECREATION AND CULTURAL SERVICES COMMITTEE

11.    **CAMBIE COMMUNITY GATHERING PLACE ARTWORK PARTIAL DEACCESSION**

(File Ref. No. 11-7000-09-01) (REDMS No. 7855249)

RECOMMENDATION to be forwarded from the Open Parks, Recreation and Cultural Services Committee meeting.

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-42 Housing Agreement (Affordable Housing) (5300 No. 3 Road) **Bylaw No. 10569**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

CNCL-69 Housing Agreement (Market Rental Housing) (5300 No. 3 Road) **Bylaw No. 10570**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

CNCL-91 Wharves Regulation Bylaw No. 10182, Amendment **Bylaw No. 10605**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

CNCL-92 Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment **Bylaw No. 10606**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

DEVELOPMENT PERMIT PANEL

12. RECOMMENDATION

See DPP Plan Package (distributed separately) for full hardcopy plans

CNCL-94

- (1) That the **Chair's report** for the Development Permit Panel meetings held on November 27, 2024, be received for information; and
- (2) That the recommendations of the Panel to authorize the approval of:
  - (a) changes to the design of the Development Permit (DP 17-772227) issued for the property located at 11671 Cambie Road; and
  - (b) changes to the design of the Development Permit (DP 23-025993) issued for the property located at 4831 Steveston Highway;be endorsed and the changes be deemed to be in General Compliance with the Permits.

ADJOURNMENT



Claudia Jesson  
Corporate Officer



**Regular Council**

**Monday, December 9, 2024**

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie  
Councillor Chak Au (entered the meeting at 7:01 p.m.)  
Councillor Carol Day  
Councillor Laura Gillanders  
Councillor Kash Heed  
Councillor Andy Hobbs  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Michael Wolfe (entered the meeting at 7:01 p.m.)

Acting Corporate Officer – Evangel Biason

Call to Order: Mayor Brodie called the meeting to order at 7:00 p.m.

RES NO. ITEM

**MINUTES**

R24/21-1 1. It was moved and seconded

***That:***

- (1) *the minutes of the Regular Council meeting held on November 25, 2024, be adopted as circulated; and*
- (2) *the minutes of the Special Council meeting held on November 25, 2024, be adopted as circulated.*

**CARRIED**



**Regular Council**  
**Monday, December 9, 2024**

**COMMITTEE OF THE WHOLE**

- R24/21-2    2.    It was moved and seconded  
*That Council resolve into Committee of the Whole to hear delegations on agenda items (7:01 p.m.).*

**CARRIED**

3.    Delegations from the floor on Agenda items  
Item No. 16 – 2025 PROPOSED CAPITAL BUDGET

David Yan, Vice-President, Richmond BC Pickleball Association (RBCPA), noted that (i) the RBCPA has 800 members, (ii) there is support for the proposed 4 courts being constructed, (iii) additional courts are necessary to accommodate the increase in players, (iv) pickleball not only promotes physical activity but also social connection and inclusivity, (v) shortage of courts in Richmond means residents are going to other municipalities to play, (vi) multiple courts in one location will be able to accommodate larger tournaments, (vii) players have been temporarily converting tennis courts into pickleball courts to accommodate more people, and (viii) due to high demand, players are requesting at least 6 courts be constructed as part of the capital budget for 2025.

- R24/21-3    4.    It was moved and seconded  
*That Committee rise and report (7:12 p.m.).*

**CARRIED**

**CONSENT AGENDA**

- R24/21-4    5.    It was moved and seconded  
*That Items No. 6 through No. 13 be adopted by general consent.*

**CARRIED**





**Regular Council  
Monday, December 9, 2024**

6. COMMITTEE MINUTES

*That the minutes of:*

- (1) *the Parks, Recreation and Cultural Services Committee meeting held on November 26, 2024;*
- (2) *the General Purposes Committee meeting held on December 2, 2024;*
- (3) *the Finance Committee meeting held on December 2, 2024;*
- (4) *the Planning Committee# meeting held on December 3, 2024; and*
- (5) *the Council/School Board Liaison Committee meeting held on November 6, 2024;*

*be received for information.*

**ADOPTED ON CONSENT**

7. WHARVES REGULATION BYLAW NO. 10182 UPDATE AND AMENDMENTS

(File Ref. No. XR: 06-2345-20-ILAN1; 12-8060-20-010605; 12-8060-20-010606) (REDMS No. 7786022, 7834240, 7786408)

- (1) *That Wharves Regulation Bylaw No. 10182, Amendment Bylaw No. 10605, be introduced and given first, second and third reading; and*
- (2) *That Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10606, be introduced and given first, second and third readings.*

**ADOPTED ON CONSENT**



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**8. STEVESTON COMMUNITY CENTRE AND LIBRARY INTERIOR  
ARTWORK TERMS OF REFERENCE**

(File Ref. No. 03-1000-02-243; 11-7000-09-20-334) (REDMS No. 7807631, 7807709)

*That the Terms of Reference for the Steveston Community Centre and Library Interior Artwork as presented in the report titled, “Steveston Community Centre and Library Interior Artwork Terms of Reference”, dated October 28, 2024, from the Director, Arts, Culture and Heritage Services, be approved.*

**ADOPTED ON CONSENT**

**9. NEW CAPSTAN VILLAGE NEIGHBOURHOOD PARK PUBLIC  
ARTWORK CONCEPT**

(File Ref. No. 11-7000-09-20-335) (REDMS No. 7831155)

*That the concept for the New Capstan Village Neighbourhood Park public artwork The Potato Wars by artist Nathan Lee, as presented in the report titled “New Capstan Village Neighbourhood Park Public Artwork Concept”, dated October 24, 2024, from the Director, Arts, Culture and Heritage Services, be approved.*

**ADOPTED ON CONSENT**

**10. 2025 OPERATING AND CAPITAL BUDGETS FOR RICHMOND  
PUBLIC LIBRARY**

(File Ref. No. 03-0970-25-2025-01) (REDMS No. 7866348)

*That the 2025 proposed Richmond Public Library budget with a municipal contribution of \$11,803,300 as presented in Attachment 1 from the Chief Librarian and the Secretary of the Board, be approved.*

**ADOPTED ON CONSENT**



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**11. 2025 ONE-TIME EXPENDITURES**

(File Ref. No. 03-0970-06-01) (REDMS No. 7833379, 7889469)

*That the one-time expenditures totaling \$2,690,457 as outlined in Attachment 1 of the 2025 One-Time Expenditures staff report, be approved with funding from the Rate Stabilization Account and included in the Consolidated 5 Year Financial Plan (2025-2029).*

**ADOPTED ON CONSENT**

**12. RESPONSE TO METRO VANCOUVER'S REFERRAL: METRO 2050 TYPE 3 AMENDMENT - REGIONAL AFFORDABLE RENTAL HOUSING TARGET IMPLEMENTATION GUIDELINE**

(File Ref. No. 01-0157-30-RGST1) (REDMS No. 7864976)

*That the Metro Vancouver Regional District Board be advised that the City of Richmond has no further comments or concerns on the proposed amendment to the Metro 2050 Regional Growth Strategy and that this recommendation and accompanying staff report titled "Response to Metro Vancouver's Referral: Metro 2050 Type 3 Amendment - Regional Affordable Rental Housing Target Implementation Guideline" dated November 18, 2024, from the Director, Policy Planning be provided to the Metro Vancouver Regional District Board.*

**ADOPTED ON CONSENT**

**13. HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10569, AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10570 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL (LEMR) UNITS, AND MARKET RENTAL UNITS AT 5300 NO. 3 ROAD**

(File Ref. No. 12-8060-20-010569; 12-8060-20-010570; XR: 08-4057-05) (REDMS No. 7693480, 7747121, 7681569)

*(1) That Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by the Rezoning Application RZ 23- 011557; and*



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- (2) *That Housing Agreement (Market Rental Housing) (5300 No. 3 Road) Bylaw No. 10570 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by the Rezoning Application RZ 23-011557.*

**ADOPTED ON CONSENT**

**NON-CONSENT AGENDA ITEMS**

**PARKS, RECREATION AND CULTURAL SERVICES  
COMMITTEE**

Councillor Chak Au, Chair

**14. ARRIVAL OF THE S.V. TITANIA MURAL CONDITION REPORT  
AND PROPOSED OPTIONS**

(File Ref. No. 11-7000-09-20-228) (REDMS No. 7693480, 7747121, 7681569)

R24/21-5

It was moved and seconded

*That Option 1, remove the mural by painting over it, as described in the staff report titled, "Arrival of the S.V. Titania Mural Condition Report and Proposed Options", dated October 24, 2024, from the Director, Arts, Culture and Heritage Services be approved.*

The question on the motion was not called as in reply to queries from Council, staff advised that (i) the City has a joint copyright agreement with the artist of the original painting, (ii) if a mural is painted under the mural program, the owner of the site is responsible for the maintenance for 5 years, (iii) the current agreement for this mural is with the City, and (iv) to replicate this mural in a different location would require a commission process and require a separate funding source from the mural program.

Discussion ensued with regard sponsorship options to fund a new mural and reviewing the City's mural program and the Public Art Program to explore art funding sources and opportunities.



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As a result of the discussion, the following **amendment motion** was introduced:

R24/21-6

It was moved and seconded

- (1) *That Option 1 be replaced by Option 2, as described in the staff report titled, "Arrival of the S.V. Titania Mural Condition Report and Proposed Options", dated October 24, 2024, from the Director, Arts, Culture and Heritage Services; and*
- (2) *That staff explore options and costs of replicating the Arrival of the S.V. Titania Mural elsewhere, and report back.*

The question on the amendment motion was not called as further discussion took place on not removing the current mural until a new location has been found. As a result of the discussion a further **amendment motion** was introduced:

R24/21-7

It was moved and seconded

*That Option 2 be amended to remove the words "remove the mural by painting over it".*

**DEFEATED**

Opposed: Mayor Brodie  
Cllrs. Au  
Gillanders  
Heed  
Hobbes  
Loo  
McNulty  
Wolfe

The question on resolution R24/21-6 was then called and it was **CARRIED** with Cllr. Wolfe opposed.

The question on the main motion as amended, which reads as follows:

- (1) *That Option 2, Remove the mural by painting over it, and explore options to have the Arrival of the S. V Titania painting replicated elsewhere, as described in the staff report titled, "Arrival of the S.V. Titania Mural Condition Report and Proposed Options", dated October 24, 2024, from the Director, Arts, Culture and Heritage Services; and*



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- (2) *That staff explore options and costs of replicating the Arrival of the S.V. Titania Mural elsewhere, and report back.*

was then called and it was **CARRIED** with Cllr. Wolfe opposed.

**GENERAL PURPOSES COMMITTEE**

Mayor Malcolm D. Brodie, Chair

15. **PHASING OPTIONS FOR THE PUBLIC SAFETY CAMERA SYSTEM**  
(File Ref. No. 10-6450-07-07) (REDMS No. 7862940, 7585235, 5848857)

R24/21-8

It was moved and seconded

*That:*

- (1) *Option 1 to implement the RCMP proposed Phase 1 for the Public Safety Camera System as outlined in the staff report “Phasing Options for the Public Safety Camera System”, dated November 18, 2024, from the General Manager, Law and Community Safety be endorsed; and*
- (2) *A capital submission for Option 1 to implement the RCMP proposed Phase 1 for the Public Safety Camera System, with an estimated value of \$2,493,794 and operating budget impact of \$181,600 be submitted for Council’s consideration as part of the 2025 budget process.*

The question on the motion was not called as in reply to queries from Council, staff advised that (i) 5 cameras would be installed at 10 intersections in Richmond, and (ii) cost increase for cameras in Richmond are due to the high-quality resolution, infrastructure needed and data storage necessities.

The question on the motion was then called and it was **CARRIED** with Cllrs. Gillanders and Wolfe opposed.



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**FINANCE COMMITTEE**

Mayor Malcolm D. Brodie, Chair

16. **2025 PROPOSED CAPITAL BUDGET**

(File Ref. No. 03-0970-25-2025-01) (REDMS No. 7775861, 7889449)

R24/21-9

It was moved and seconded

- (1) *That the 2025 Proposed Capital Budget as presented in Appendix 3 totaling \$152,581,457 be approved; and*
- (2) *That the 2025 Proposed Capital Budget as approved be included in the Consolidated 5 Year Financial Plan (2025-2029).*

The question on the motion was not called as staff responded to queries, noting that, (i) construction of 9 pickleball courts would cost an estimated \$1.8 million, (ii) the \$800,000 budget for the proposed pickleball courts is an estimate and once detailed designs and costs are determined, staff will look to maximize the number of courts built, (iii) the multi-use box at South Arm will be removed to accommodate the 4 additional pickleball courts, (iv) the Business Licencing Improvements were not recommended this year due to funding constraints, but will come forward again in future capital budgets, (v) a cost analysis of the efficiencies of the Business Licence program can be provided, (vi) insurance and contractual indemnities imposed on the Vancouver Airport Fuel Facilities Corporation will cover emergency situations.

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

17. **2025 PROPOSED OPERATING BUDGET**

(File Ref. No. 03-0970-01) (REDMS No. 7811426, 7889471, 7841166, 7886150, 7672437)

R24/21-10

It was moved and seconded

*That:*

- (1) *The 2025 Proposed Operating Budget as presented in Budget Option 1 for a total of 5.86% be approved as outlined below:*



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- (a) *A same level of service budget increase of \$6,115,400 after tax growth with a tax increase of 1.99% be approved; and*
  - (b) *Ongoing funding for expenditures previously approved by Council totaling \$5,675,000 as presented in Table 11 on page 22 with a tax increase of 1.85% be approved; and*
  - (c) *Emerging organizational additional levels in the amount of \$2,647,135 as presented in Attachments 9, 10, 11, and 12 of the staff report titled 2025 Proposed Operating Budget with a tax increase of 0.86% be approved; and*
  - (d) *The Rate Stabilization Account be used to pay for the one-time initial capital costs for the recommended additional levels from Attachment 11 and 12 totaling \$246,688 be approved; and*
  - (e) *Transfer to reserves for Investment in Community Facilities as per Council's Long Term Financial Management Strategy in the amount of \$3,066,765 with a tax increase of 1.00% be approved; and*
  - (f) *Senior level government and other government agency increase of \$2,121,638 with a tax increase of 0.69% be approved; and*
  - (g) *Use of reserves for program expenditures for Affordable Housing, Child Care and Public Art programs of \$1,442,191 as presented in Attachment 8 on page 59 be approved; and*
  - (h) *Operating budget impacts totalling \$368,774 with a tax increase of 0.12% be approved; and*
  - (i) *The Rate Stabilization Account be used to reduce the overall impact of additional operating costs for a total of \$2,000,000 resulting in a tax decrease of 0.65% be approved; and*
- (2) *The 2025 Operating Budget as approved be included in the Consolidated 5 Year Financial Plan (2025-2029).*

The question on the motion was not called as discussion took place on reducing the proposed tax increase, and as a result an amendment motion to reduce the tax increase in the 2025 Proposed Operating Budget to 5.55%, using funds from the Rate Stabilization Account was introduced, but failed to receive a seconder.





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In reply to queries from Council, staff advised that (i) the budget is examined all year round and feedback from residents and Council are considered, (ii) this year was challenging due to the collective agreements being ratified and decrease in inflation, (iii) to keep the same level of service staff embark on determining cost reductions, other areas of reduction and revenue increases, (iv) the Steveston Community Centre project is a capital project so it does not impact the operating budget, and (v) in the 2025 tax dollar breakdown, a 1% transfer to reserves is included in the Project Development and Facility Services.

The question on the motion was then called and it was **CARRIED** with Cllrs. Au and Wolfe opposed.

17A. **CONSOLIDATED 5 YEAR FINANCIAL PLAN (2025-2029) BYLAW NO. 10622**

(File Ref. No: 12-8060-20-010622; XR: 03-0970-25-2025-01) (REDMS No. 7859010, 7859533)

R24/21-11

It was moved and seconded

- (1) *That the Consolidated 5 Year Financial Plan (2025-2029) Bylaw No. 10622 be introduced and given first, second, and third readings.*
- (2) *That staff undertake a process of public consultation in accordance with Section 166 of the Community Charter.*

**CARRIED**



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**PUBLIC ANNOUNCEMENTS AND EVENTS**

Mayor Brodie announced that:

The following were appointed to the Minoru Centre for Active Living Program Committee for a two-year term to expire on December 31, 2026:

- Priesha Thakur;
- Emily Seo;
- Gordon Boleen; and
- Stuart Corrigan.

The following were appointed to the Aquatic Advisory Board for a two-year term to expire on December 31, 2026:

- Charmaine Chang;
- Grace Wang;
- Alexei Bobyrev;
- Bonnie Chuter; and
- Karen Novorr-Pezzuto.

The following were appointed to the Economic Advisory Committee for a two-year term to expire on December 31, 2026:

- Greg Allen;
- Carl Li;
- Melanie Rupp;
- Howard Jampolsky; and
- Nikola Fischerova.



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Howard Jampolsky was appointed as Chair of the Economic Advisory Committee for the year 2025.

The following were appointed to the Board of Variance for a two-year term to expire on December 31, 2027:

- Krista Kienapfel;
- Alim Sunderji; and
- Bruce Harwood.

The following were appointed to the Advisory Design Panel for a two-year term to expire on December 31, 2026:

- Kush Panatch;
- Nicci Theroux; and
- Winston Chong.

The following were appointed to the Richmond Intercultural Advisory Committee for a two-year term to expire on December 31, 2026:

- Tahzi Ali;
- Baren Tsui;
- Roy Wong;
- Amanda de Freitas Farias;
- Bimla Kannangara;
- Hala Helmy; and
- Emmett Mark.

Farzana (Ana) Himani was appointed to the Richmond Community Services Advisory Committee for a two-year term to expire on December 31, 2026.



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The following were appointed to the Richmond Public Library Board for a two-year term to expire on December 31, 2026:

- Jacqueline Morrison;
- Angelica Victoria;
- Denise Hui; and
- Sherine Merhi.

**BYLAWS FOR ADOPTION**

R24/21-12

It was moved and seconded

*That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10332*

**CARRIED**

Opposed: Cllrs. Day  
Wolfe

R24/21-13

It was moved and seconded

*That the following bylaws be adopted:*

*Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10449*

*Richmond Heritage Commission Bylaw No. 7906, Amendment Bylaw No. 10619*

**CARRIED**

**DEVELOPMENT PERMIT PANEL**

R24/21-14 18.

It was moved and seconded

*(1) That the minutes of the Development Permit Panel meeting held on November 27, 2024, and the Chair's report for the Development Permit Panel meetings held on September 27, 2023 and November 14, 2024, be received for information;*

14.



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- (2) *That the recommendations of the Panel to authorize the issuance of Development Permit (DP 22-011557) for the property located at 6531 Francis Road, be endorsed and the Permit so issued; and*
- (3) *That the recommendations of the Panel to authorize the changes to the design of the Development Permit (DP 22-013200) issued for the property at 6011 River Road, be endorsed and the changes be deemed in General Compliance with the Permit.*

**CARRIED**

**ADJOURNMENT**

R24/21-15

It was moved and seconded  
*That the meeting adjourn (9:07 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the Regular meeting of the Council of the City of Richmond held on Monday, December 9, 2024.

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Mayor (Malcolm D. Brodie)

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Acting Corporate Officer (Evangel Biason)

## **For Metro Vancouver meetings on Friday, November 29, 2024**

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver. For more information, please contact: [media@metrovancouver.org](mailto:media@metrovancouver.org).

## **Metro Vancouver Regional District**

### **Election of Board Chair**

Director Mike Hurley was acclaimed Board Chair.

### **Election of Board Vice Chair**

Director John McEwen was acclaimed Board Vice Chair.

### **E1.1 Metro 2050 – 2023 Annual Performance Monitoring Report**

**RECEIVED**

The *Metro 2050* Performance Monitoring Dashboard tracks 29 key performance measures for *Metro 2050*, and provides a framework for discussing its implementation for the Metro Vancouver Board, member jurisdictions, TransLink, other regional agencies, and the general public. The dashboard details each measure's vision, offers transparency on the status, and supports information with relevant data. With these insights, the MVRD Board can review and evaluate the state of growth management in the region, monitor progress, address emerging issues, and facilitate collective decision-making among stakeholders.

A highlight of selected performance measures include:

- Between 2016 and 2021, 98% of Metro Vancouver's total dwelling unit growth occurred within the Urban Containment Boundary, meeting the regional target of 98%;
- Between 2016 and 2021, 41% of Metro Vancouver's total dwelling unit growth occurred within Urban Centres, with a total increase of 31,635 units, which exceeds the regional target of 40%;
- In 2021, 56% of Metro Vancouver residents live in the region's priority growth areas (22% in Urban Centres, 2% in Frequent Transit Development Areas, and 32% in Major Transit Growth Corridors); and
- The 2020 Regional Industrial Lands Inventory identified 10,250 hectares of land with an Industrial or Employment regional land use designation. 81.61% was developed lands and 18.39% was vacant lands.

The *Local Government Act* and *Metro 2050* require annual reporting on the regional growth strategy's progress. The 2023 Annual Performance Monitoring Report provides a summary of progress towards the 29 performance measures set out in *Metro 2050*. A complete profile of the performance measures with detailed data breakdown is available on the new *Metro 2050* Performance Monitoring Dashboard.

The Board received this report for information and directed staff to forward a copy of the report to the Ministry of Municipal Affairs, the Ministry of Citizen's Services, and member jurisdictions.

### **E1.2 Economic Impact of Industrial Lands in Metro Vancouver Study**

**RECEIVED**

Metro Vancouver updated the *Economic Impact of Industrial Lands Study* to document the economic value and employment contribution of the region's industrial lands using the latest available data, including employment counts from the 2021 Census and land uses from the 2020 *Regional Industrial Lands Inventory*. The previous study was completed in 2019.

The updated study illustrates that:

- industrial lands continue to represent 4% of the Metro Vancouver land base and 22% of the region's jobs;
- total industrial activity accounts for 31% of the jobs in the region and pays 14% higher on average;
- through indirect and induced impacts, activity located on industrial lands contributes a total of 468,600 jobs to the regional economy, 513,700 jobs in British Columbia, and 584,100 jobs in Canada;
- industrial lands account for 30% (\$43 billion) of the region's overall GDP, and contribute \$8 billion annually in government tax revenues.

The updated and enhanced 2024 *Economic Impact of Industrial Lands Study* reiterates for Metro Vancouver, member jurisdictions, and stakeholders, that industrial lands are the foundation for a significant amount of the region's total economic activity, with a disproportionately large amount of employment and wages above the regional average. The study also informs the ongoing implementation of the *Regional Industrial Lands Strategy* and *Metro 2050*.

The Board received this report for information and directed staff to forward a copy of the report member jurisdictions and offer to present findings to councils.

### **E1.3 Streamlining Rental Housing through Standardized Designs and Regulations: Project Update**

**RECEIVED**

Metro Vancouver, in partnership with the Province, member jurisdictions, and other partners, is developing a blueprint to accelerate the delivery of six-storey rental housing through simplification of regulatory requirements and standardized design approaches. The project is supported by both the Metro Vancouver Regional District Sustainability Innovation Fund (SIF) and the Canada Mortgage and Housing Corporation's (CMHC) Housing Supply Challenge Round 5 – 'Level Up' and is rapidly advancing due to recently confirmed additional funding from the CMHC program and associated timelines.

The Rental Housing Blueprint project is focused on six-storey multi-family apartment buildings, a housing form with strong potential to help meet the acute need for rental housing in the region. Project objectives include reducing overall housing delivery timelines, addressing skilled trade labour shortages, and creating a supportive environment for off-site construction. Using technology and innovation, and moving toward off-site construction, there is potential to reduce the cost and complexity of rental housing delivery, while still constructing quality housing with high standards for livability and sustainability. A final

draft of the standardized regulation is being reviewed by key partners, and will be presented to the Regional Planning and Housing Committees in early 2025. It is also anticipated that a full suite of reference designs will be available by February 2025, as well as training and support for municipalities who want to move toward using digital Building Information Modelling (BIM) and e-compliance systems in their approval processes.

There are opportunities for ongoing collaboration with member jurisdictions who want to participate in shaping the outcomes of the standardized regulatory and design approaches, and project milestones will be presented to the Regional Planning Advisory Committee (RPAC), the Regional Planning and Housing Committees, and the Metro Vancouver Board at regular intervals. Resources will also be available through the project to support implementation and demonstration of the project's outcomes in municipalities that are currently advancing initiatives related to simplification and digitization, and will be coordinated through the Regional Administrators' Advisory Committee (RAAC).

This report provided a project update and overview, including upcoming opportunities for support to Metro Vancouver member jurisdictions, and was presented to both the Regional Planning and Housing Committees for information.

The Board received this report for information.

#### **E1.4 Metro Vancouver Dwelling Unit Projections Update**

**RECEIVED**

This report follows the recently completed update on regional population projections. The region is expected to add, on average, approximately 21,000 net new units annually from 2021 to 2051. A higher growth rate is anticipated in the future for the region in comparison to previous projections in *Metro 2050*, with an average annual growth rate of 1.55%.

Metro Vancouver updates regional and municipal dwelling unit projections regularly. Metro Vancouver's projections have been the main source for estimating future demand for land, housing, jobs, and utilities for many years and guide land use and infrastructure planning initiatives among Metro Vancouver's utilities, member jurisdictions, TransLink, and other regional agencies. Projection modeling intends to promote collaboration and consistency among provincial, regional, and municipal planning agencies and establish a common basis of information, assumptions, and implementation methods. The projections incorporate recent higher federal immigration targets, but do not fully account for the impact of recent provincial housing legislation and housing targets. Staff will continue to work on analyzing the implications the updated projected growth will have on capital programs as well as changes in growth distribution across the region.

The Board received this report for information.



## **E1.5 Metro Vancouver Residents' Housing and Neighbourhood Preferences Model**

**RECEIVED**

Metro Vancouver has been leading a multi-year *Social and Community Data Land Use Project* to better understand housing and neighbourhood needs and preferences across the region. The “Metro Vancouver Residents' Housing and Neighbourhood Preferences Model” extrapolates the survey-based movement behaviour (as “stickers”, “movers”, “bouncers”) and dwelling structure type preferences (single detached and multi-attached housing, row houses, apartments) of long-term residents to all households/household maintainers across the region. Key findings include:

- Most households can be classified as “stickers” (i.e., no recent relocations), who were more likely to prefer single detached housing.
- Those who relocated more often (i.e., “movers” and “bouncers”) were more likely to prefer a greater diversity of dwelling structure types.
- Multi-attached housing was a common second choice, especially by those who were younger (aged 18–44), with high household incomes (i.e., at least \$85,000/year, total before-tax), and high household cost to income ratios.
- Apartment preference was greatest in areas with high current supplies (i.e., Burnaby, Vancouver, New Westminster) and was associated with low household cost to income ratios.

This study illustrates that some dwelling structure type preferences may not be fully aligned with current housing supplies, regional plans, and the new provincial housing legislation. The outcomes of this project may assist in the planning of future regional growth and urban design patterns.

The Board received this report for information.

## **E2.1 Metro Vancouver's 2024 Financial Performance Report**

**RECEIVED**

The 2024 Financial Performance Report indicates a forecasted year-end net operating surplus to budget of \$8.0M (0.7% of the total \$1.2 billion operating budget). Surpluses are forecasted in Liquid Waste (\$3.6M), Housing (\$4.7M), and Regional District (\$7.4M), primarily a result of staff vacancies, delays in projects, and lower debt service costs.

Budget shortfalls are expected in Water (\$4.8M) due to lower than anticipated water sales, and Solid Waste (\$2.9M) from increased contingency disposal costs. Year-end capital expenditures are forecasted at approximately 70% of the annual cash flow target of \$1.4B. Significant work has progressed on several multi-year projects and the majority of the 30% underspend is related to the status of major projects, such as the Coquitlam Water Main, Iona Island Waste Water Treatment Plant, and North Shore Waste Water Treatment Plant which have been accounted for in the 2025-2029 Financial Plan.

In 2024, \$350.0M has been borrowed versus \$482.0M targeted, resulting in lower debt servicing costs. Investment returns are currently averaging 4.59% and are expected to remain favorable for the remainder of the year. Year-to-date procurement activity includes 12 awards approved by the Board representing 84% of the total value of awarded contracts and across the organization there are over 120 continuous improvement initiatives underway.

The Board received this report for information.

### **E3.1 Atmospheric River Event – Flooding & Operational Impacts**

**RECEIVED**

The Flood Resiliency Committee received a presentation on recent Atmospheric River Events and resolved to forward the presentation to the Board for information.

The Board received this presentation for information.

### **E4.1 Strategic Initiatives Update**

**RECEIVED**

In 2024, Invest Vancouver focused on implementing and exploring strategic initiatives that would increase global profile and support transformational economic development opportunities. These efforts aimed to attract foreign direct investment and facilitate the creation of high-quality jobs for Metro Vancouver residents.

Invest Vancouver's strategic initiatives include:

- working with partners on Web Summit Vancouver 2025 and the 2026 FIFA Men's World Cup for global investment opportunities and to draw international attention to the region's thriving tech sector and key industries;
- promoting innovation through cleantech initiatives at renowned events such as Globe Forum 2024 and hy-fcell Canada to support the green economy; and
- exploring opportunities for a maritime green shipping corridor and zero-emissions aviation innovation hub for sustainable growth and de-carbonization.

The Board received this report for information.

### **E4.2 Investment Attraction Update – Q3 2024**

**RECEIVED**

The Metro Vancouver region continues to attract sustained interest from international companies looking to expand their operations to the Metro Vancouver region. Invest Vancouver added 15 new leads to the investor pipeline in Q3, contributing an additional \$270 million in potential direct investment and 370 local jobs. As of September 30, 2024, staff were working with a total of 90 prospective leads. The prospective leads represent \$2.6 billion in potential direct investment and 1,825 jobs in the Metro Vancouver region.

Two Digital Media and Entertainment companies, Peliplat and Code Wizards, decided to expand their operations to the region. Additionally, Samsung Research Canada (SRCA) and Akcelo – well established companies in the region – have expanded their operations in the last three months. Collectively, these four companies represent 55 jobs and \$16 million in direct investment. Invest Vancouver also welcomed three inbound delegations from key markets including Germany, Hong Kong, and Mexico, fostering international connections and promoting investment opportunities in these jurisdictions.

The Board received this report for information.

**E4.3 Coordinated Approach to Address Issues Related to Recent Changes to Immigration Policy** **DEFEATED**

The Invest Vancouver Management Board discussed the impact of recent changes to immigration policy and resolved to request that the Board send a letter to the Premier of British Columbia regarding the need for a coordinated approach to address arising issues.

The Board did not resolve to send a letter.

**E5.1 Proposed Updates to Metro Vancouver’s Ambient Air Quality Objectives** **APPROVED**

Health research shows that degraded air quality harms people and the environment. Metro Vancouver uses ambient air quality objectives to help manage air quality in the region. The Canadian Ambient Air Quality Standards (CAAQS) are national objectives adopted by the Canadian Council of Ministers of the Environment (CCME) that are used by air quality agencies across Canada to protect human health and the environment. The CCME is increasing the stringency of the CAAQS for ground-level ozone, nitrogen dioxide, and sulphur dioxide in 2025.

Consistent with past MVRD Board direction and practice, Metro Vancouver staff sought the Board’s endorsement to update four regional ambient air quality objectives to align with the national objectives. This alignment will ensure continuous improvement in regional air quality, maintaining Metro Vancouver’s leadership in North America for air quality management. Staff notified interest holders of the intended update by email in early October. To achieve the updated objectives, Metro Vancouver would continue to work with member jurisdictions and other partners to implement actions in the Board-adopted *Clean Air Plan* that reduce emissions of air contaminants that degrade regional air quality. If the proposed updates were not endorsed, the regional air quality management framework would be inconsistent with national objectives and the principles of the *Clean Air Plan*, which could cause confusion for interest holders.

The Board endorsed the updates to Metro Vancouver’s ambient air quality objectives.

**E5.2 Air Quality Advisories During the Summer of 2024** **RECEIVED**

Another active wildfire season was experienced in BC in 2024, with more than twice the 10-year average area burned. Wildfire smoke covered much of the province for long periods, while the Lower Fraser Valley was largely unaffected, mainly due to its coastal location and prevailing winds. Elevated levels of ground-level ozone (smog) were experienced in the region for only a few days during the summer of 2024.

Metro Vancouver issued the only advisory of 2024 on July 8, a three-day smog advisory for eastern parts of Metro Vancouver and the Fraser Valley, due to a combination of emission sources in the region and hot, sunny weather. Metro Vancouver issues air quality advisories and bulletins for the Lower Fraser Valley airshed, including Metro Vancouver and the Fraser Valley Regional District, to help protect residents’ health during periods of degraded air quality.

The Board received this report for information.

### **E5.3 Climate 2050 Progress Report 2023/2024**

**RECEIVED**

The *Climate 2050 Progress Report 2023/2024* provides a status update on progress towards *Climate 2050* and its roadmap actions. Between 2010 and 2022, Metro Vancouver's population increased by 22 percent, and regional GHG emissions increased by 9 percent, reaching 17.2 million tonnes per year of CO<sub>2</sub>e in 2022. This increase was driven by growth in emissions from buildings, industrial facilities, and non-road engines (including construction and other equipment). For example, emissions from construction, manufacturing, and other commercial equipment (e.g., backhoes, generators, and forklifts) was responsible for about half of the growth in total regional emissions.

At the same time, effective climate policies and solutions are starting to have positive impacts. For example, since 2010, GHG emissions per person dropped 10% from 6.7 tonnes to 6.0 tonnes annually, and emissions in some sectors such as on-road transportation have reduced. Clean energy technologies are becoming more available and affordable, such as heat pumps, solar panels, electric vehicles, and batteries for energy storage. For another example, in 2023, electric vehicles made up 27% of new vehicle sales in the region and more residential heat pumps than natural gas furnaces were imported into BC. Local governments are building protected and connected walking and cycling networks, and micro-mobility (including e-bikes and e-scooters) is growing in popularity, collectively displacing motor vehicle trips.

Total regional emissions are expected to be reduced in future years, provided that *Climate 2050* and policies from other orders of government continue to be supported, resourced, and implemented, alongside continued development and roll-out of clean technology. Expanded and accelerated climate action in the region is needed to achieve GHG reduction and resilience to climate impacts, to align with global efforts needed to avoid the worst impacts of climate change.

The Board received this report for information.

### **E5.4 BC Hydro's 2024 Call for Power**

**RECEIVED**

In April 2024, BC Hydro launched a competitive Call for Power to acquire approximately 3,000 GWh/y of clean electricity from independent power producers, adding 5% to the current supply. This supply is needed to support growing electricity demand driven by population growth, technology change, and GHG reduction efforts. The call yielded proposals totaling over 9,000 GWh/y, three times the target. The substantial interest from proponents signals opportunities to further expand and diversify the province's energy supply and enhance grid resilience.

The 2024 Call for Power aligns with BC Hydro's long-term plans and commitments to enhance energy efficiency, streamline connections, and introduce optional rates. These initiatives are essential to promote affordability, housing development, job creation, and climate action. BC Hydro projects new clean-energy projects from this call to generate \$2.3–3.6 billion in private investment, create 800–1,500 jobs annually, and benefit Indigenous communities. The call is one component of energy management planning, systems

and investments needed to support an efficient and affordable energy transition in BC and Metro Vancouver.

The Board received this report for information.

**G1.1 MVRD Regional Parks Regulation Amendment Bylaw No. 1400, 2024 – Amends Bylaw No. 1177, 2012** **ADOPTED**

The annual update of the *Regional Parks Regulation Bylaw* ensures that fees and charges are appropriate and based upon current market conditions. Fee changes brought forward as part of the bylaw amendment are for implementation in the coming calendar year. While most fee increases are inflationary including parking permit rates, camping fees, and indoor facility rental rates, a number of additional changes are proposed that will affect administration of the schedule and the fees charged for public services provided by Regional Parks. Proposed changes are expected to generate a net increase of approximately \$100,000 in revenues to offset increasing operational costs. Proposed changes to Schedule A – Fees and Charges are included in the amendment bylaw and are to take effect January 1, 2025.

*Metro Vancouver Regional District Regional Parks Regulation Amendment Bylaw No. 1400, 2024* was adopted.

**G2.1 Sasamat Volunteer Fire Department Service Conversion Bylaw No. 1402, 2024** **APPROVED**

On June 19, 2024, the Village of Belcarra initiated a Service Review of the Sasamat Volunteer Fire Department (SVFD) Service under the *Local Government Act*, with the goal of updating the capital cost apportionment and recovery structures of the SVFD Service. The Sasamat Volunteer Fire Department Service is operating as a continued service authorized by Supplementary Letters Patent (SLPs). Before any changes can be made to a continued service, a service conversion bylaw must be adopted. At the preliminary meeting for the Service Review held on September 27, 2024, all participants of the Service Review agreed that a service conversion bylaw should be drafted as soon as possible based on the existing terms set out in the SLPs.

The Board gave the bylaw three readings and directed staff to refer it to participating areas for approval, and upon obtaining participating area consent, refer it to the Inspector of Municipalities for approval.

**G2.2 Adoption of MVRD Electoral Area A Zoning Amendment Bylaw 1399, 2024** **ADOPTED**

*Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1399, 2024*—a bylaw to amend *Greater Vancouver Regional District Electoral Area A Zoning Bylaw No. 1144, 2011* to align with the current provincial housing policy guidance—was given three readings at the MVRD Board meeting held on November 1, 2024. *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1399, 2024* was subsequently forwarded to the Ministry of Transportation and Infrastructure for approval. Approval was received on November 18, 2024.

The Board adopted *Metro Vancouver Regional District Electoral Area A Zoning Amendment Bylaw No. 1399, 2024*.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received information items and delegation summaries from standing committees as follows.

### **Regional Parks Committee – November 6, 2024**

Information Items:

#### **E2 Regional Parks Public Programming Strategy Implementation Update**

Public programs and events in regional parks are designed to inspire appreciation and understanding of the environment. In 2023, Regional Parks interpretation specialists delivered 578 total programs, events and outreach activities throughout the region and connected 49,828 participants to nature.

All programs and events are guided by the Metro *Vancouver Regional Parks Public Programming Strategy* that was approved by the MVRD Board on April 24, 2020. Significant progress has been made regarding the implementation of the adopted strategic actions. This report provided an update on the deliverables of the strategy in the following five theme areas that are described in the report:

- Broaden Your Base
- Extend Your Reach
- Make a Deeper Connection
- Invest in Children and Youth
- Ensure Financial Sustainability

This report fulfilled the commitment to report out on the progress of the strategy as part of the Regional Parks Committee 2024 work plan.

#### **E3 Manager’s Report – Regional Parks**

Status updates to the Regional Parks Committee Work Plan for 2024 were presented.

### **Regional Planning Committee – November 8, 2024**

Information Items:

#### **E6 Scott Road Supply and Demand Study**

Metro Vancouver regularly supports member jurisdictions and TransLink through the completion of collaborative corridor studies. In 2023, Metro Vancouver hired Urban Systems to prepare a supply and demand study for Scott Road on behalf of Metro Vancouver, the City of Delta, and the City of Surrey. The study’s aim is to support and unify ongoing planning efforts by the members along this busy inter-municipal corridor, which recently received RapidBus service from TransLink.

Key study findings include:

- The Scott Road corridor can accommodate a broader range of housing types and densities to help support increased transit ridership and provide developers with greater flexibility to meet housing demand;
- 6-storey wood frame apartments and concrete towers are expected to be the most viable development form along the corridor; and
- The future retail-commercial potential of the Scott Road area is expected to be relatively modest.

The completed study was presented to the City of Surrey Council on July 8, 2024, as part of its Imagine Scott Road Visioning Study, and to the City of Delta Council on July 10, 2024, where it was used to inform the City of Delta’s new official community plan. The study is an example of how Metro Vancouver partners with member jurisdictions on inter-municipal planning projects that help support the goals and objective of *Metro 2050*.

**Finance Committee – November 13, 2024**

Information Items:

**E1 MVRD Audit Plan from KPMG LLP**

Metro Vancouver Districts and the Metro Vancouver Housing Corporation are required under provincial legislation to prepare annual financial statements, audited by a public accounting firm and approved by the Board by May 15th each year. The 2024 Annual Financial Statements, along with the draft auditors report, will be presented to the Finance Committee at its April meeting, prior to Board approval.

**Flood Resiliency Committee – November 20, 2024**

Information Items:

**E2 Committee Discussion of Impacts of the October 2024 Atmospheric River on Member Jurisdictions**

The October 19, 2024 atmospheric river impacted number Metro Vancouver member jurisdictions. Given the widespread and varying impacts, this report set up an opportunity for members of the Flood Resiliency Committee to discuss how their communities were impacted and responded to the atmospheric river event.

**Invest Vancouver Management Board – November 21, 2024**

Information Items:

**E1 Streamlining Rental Housing through Standardized Designs and Regulations: Project Update**

Metro Vancouver, in partnership with the Province, member jurisdictions, and other partners, is developing a blueprint to accelerate the delivery of six-storey rental housing through simplification of regulatory requirements and standardized design approaches. The project is supported by both the Metro Vancouver Regional District Sustainability Innovation Fund (SIF) and the Canada



Mortgage and Housing Corporation's (CMHC) Housing Supply Challenge Round 5 – 'Level Up' and is rapidly advancing due to recently confirmed additional funding from the CMHC program and associated timelines.

The Rental Housing Blueprint project is focused on six-storey multi-family apartment buildings, a housing form with strong potential to help meet the acute need for rental housing in the region. Project objectives include reducing overall housing delivery timelines, addressing skilled trade labour shortages, and creating a supportive environment for off-site construction. Using technology and innovation, and moving toward off-site construction, there is potential to reduce the cost and complexity of rental housing delivery, while still constructing quality housing with high standards for livability and sustainability. A final draft of the standardized regulation is being reviewed by key partners, and will be presented to the Regional Planning and Housing Committees in early 2025. It is also anticipated that a full suite of reference designs will be available by February 2025, as well as training and support for municipalities who want to move toward using digital Building Information Modelling (BIM) and e-compliance systems in their approval processes.

There are opportunities for ongoing collaboration with member jurisdictions who want to participate in shaping the outcomes of the standardized regulatory and design approaches, and project milestones will be presented to the Regional Planning Advisory Committee (RPAC), the Regional Planning and Housing Committees and the Metro Vancouver Board at regular intervals. Resources will also be available through the project to support implementation and demonstration of the project's outcomes in municipalities that are currently advancing initiatives related to simplification and digitization, and will be coordinated through the Regional Administrators' Advisory Committee (RAAC).

This report provides a project update and overview, including upcoming opportunities for support to Metro Vancouver member jurisdictions, and was presented to both the Regional Planning and Housing Committees for information.

## **I2 Update from CAO on Staff Travel and 2025 PNE**

**RECEIVED**

The CAO provided a verbal report on staff travel and Metro Vancouver's engagement at the Pacific National Exhibition.

## **I3 Identifying Cost Savings to Inform 2026 Budget Deliberations**

**APPROVED**

The Board directed staff to report back in Q1 of 2025 with potential operational cost savings by department, including details of financial and service implications for any potential service revisions, to be considered as input into the 2026 budget and 2026-2030 Financial Plan.

# **Metro Vancouver Housing**

## **I 1 Committee Information Items and Delegation Summaries**

The Board received information items and delegation summaries from standing committees as follows.

### **Housing Committee – November 8, 2024**

Information Items:

#### **E1 Streamlining Rental Housing through Standardized Designs and Regulations: Project Update**

Metro Vancouver, in partnership with the Province, member jurisdictions, and other partners, is developing a blueprint to accelerate the delivery of six-storey rental housing through simplification of regulatory requirements and standardized design approaches. The project is supported by both the Metro Vancouver Regional District Sustainability Innovation Fund (SIF) and the Canada Mortgage and Housing Corporation's (CMHC) Housing Supply Challenge Round 5 – 'Level Up' and is rapidly advancing due to recently confirmed additional funding from the CMHC program and associated timelines.

The Rental Housing Blueprint project is focused on six-storey multi-family apartment buildings, a housing form with strong potential to help meet the acute need for rental housing in the region. Project objectives include reducing overall housing delivery timelines, addressing skilled trade labour shortages, and creating a supportive environment for off-site construction. Using technology and innovation, and moving toward off-site construction, there is potential to reduce the cost and complexity of rental housing delivery, while still constructing quality housing with high standards for livability and sustainability. A final draft of the standardized regulation is being reviewed by key partners, and will be presented to the Regional Planning and Housing Committees in early 2025. It is also anticipated that a full suite of reference designs will be available by February 2025, as well as training and support for municipalities who want to move toward using digital Building Information Modelling (BIM) and e-compliance systems in their approval processes.

There are opportunities for ongoing collaboration with member jurisdictions who want to participate in shaping the outcomes of the standardized regulatory and design approaches, and project milestones will be presented to the Regional Planning Advisory Committee (RPAC), the Regional Planning and Housing Committees and the Metro Vancouver Board at regular intervals. Resources will also be available through the project to support implementation and demonstration of the project's outcomes in municipalities that are currently advancing initiatives related to simplification and digitization, and will be coordinated through the Regional Administrators' Advisory Committee (RAAC).

This report provides a project update and overview, including upcoming opportunities for support to Metro Vancouver member jurisdictions, and was presented to both the Regional Planning and Housing Committees for information.

## **E2 2024 Canadian Multi-Residential Satisfaction Survey Results**

The 2024 *Canadian Multi-Residential Satisfaction Survey* gathers data on residents' living experiences, preferences, and satisfaction levels in multi-family rental properties. The simplydbs survey team approached Metro Vancouver Housing (MVH) to participate in the survey to capture responses from the non-profit rental housing sector in addition to private rental. This report provides a high-level overview of the general survey results as well as some specific data for MVH. In future years, MVH could request additional questions to better understand trends and tenant preferences as well as measure satisfaction and performance.

MVH ranked as one of the top three performers in the overall survey with scores notably higher than the average rental provider across all categories for tenant satisfaction. MVH residents are more likely to feel they are getting good value for the rent they pay. Resident preferences also reflected walkable communities close to schools, jobs, and transit as well as energy efficiency.

## **Greater Vancouver Water District**

### **E1.1 Update on the Development of a Construction Impact Mitigation Framework**

**RECEIVED**

Metro Vancouver staff continue to work with member jurisdictions to review practices to improve how member jurisdictions and Metro Vancouver staff coordinate and liaise on regional infrastructure projects in member jurisdictions.

Construction impacts of Metro Vancouver utility capital projects on member jurisdictions are currently mitigated through case-by-case negotiations directly between Metro Vancouver staff and the member jurisdiction where the project is located. This results in varied levels of mitigation as well as unpredictable and often significant impacts on project scope, cost and schedule.

The *Construction Impact Mitigation Framework* has been developed as a transparent, consistent, equitable, and fiscally responsible approach to mitigating impacts on member jurisdictions during construction of region-serving utility infrastructure. The framework enables collaboration between Metro Vancouver staff and members by following a standard approach to assessing and mitigating construction-related impacts. This will support discussions with members in seeking mutually agreeable solutions and reduce risks and uncertainty for project delivery.

The Board received this report for information.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received information items and delegation summaries from a standing committee as follows.

### **Water Committee – October 6, 2024**

Information Items:

#### **E1 Summer 2024 Water Supply Performance**

The water supply system performed well during the 2024 high-demand season. Metro Vancouver experienced a low snowpack year due to a milder winter caused by the El Nino weather pattern, however the spring was relatively cool and wet, which allowed the snowpack to build at higher elevations, and slowed snow melt. The climate outlook called for drier and warmer summer weather and in preparation Metro Vancouver took proactive steps to manage the water supply by starting seasonal dam and reservoir operations earlier than usual to maximize the storage ahead of the dry season.

Overall, the water supply areas received near-normal precipitation for the period of May 1 to October 15, 2024. July and September were notably dry and warm, but June and August saw above average precipitation. As a result, daily and peak day demands were slightly lower in 2024 than in 2023.

#### **E2 2024 Water Conservation Communications and Public Outreach Results**

Metro Vancouver undertakes annual communications to educate residents on the value of drinking water and to support drinking water conservation across the region. This includes communication of the annual water restrictions, the water conservation campaign, and the Water Wagon program. Also in 2024 was a promotion to celebrate the 100th anniversary of drinking water service in our region.

Media placements (broadcast, print, digital, and out-of-home) reached residents across the region, delivering 68.5 million impressions (compared to 59.6 million in 2023) and over 40,000 website visits. There were 277 earned media hits, delivering 324 million impressions for a total ad value equivalent of \$10.3 million. The post-campaign survey indicates that the campaign is effectively capturing attention (48% recall) and driving incremental change (23% made changes to use less water). The Water Wagon program resulted in 8,227 water bottle refills and fountain uses, and nearly 3,000 conversations with residents.

#### **E4 Water Supply Tunnel Projects Updates**

Metro Vancouver is upgrading its water transmission system to ensure resilience in the event of an earthquake. Included in these upgrades are six major water supply tunnels being managed and delivered by the Project Delivery department. These high risk, high value, and complex projects are in various stages of design and construction and are being designed to meet current seismic standards, protect against scour and other marine activities, and meet the drinking water needs of the growing region.

Once complete, these projects will significantly contribute to Metro Vancouver’s goals to ensure that the transmission components of the drinking water system are expanded and strengthened to allow the continued supply of high-quality drinking water to the region’s residents and businesses.

## **Greater Vancouver Sewerage and Drainage District**

### **E1.1 Solid Waste Management Plan Independent Consultation and Engagement Panel Updated Terms of Reference**

**RECEIVED**

The Solid Waste Management Plan Independent Consultation and Engagement Panel provides advice on engagement related to the development of an updated solid waste management plan. The Terms of Reference for the Engagement Panel were originally received by the Board in 2020. This report provides an updated Terms of Reference including:

- Approval of new Engagement Panel members by the GVS&DD Board
- New Engagement Panel members to reside within the Metro Vancouver region to facilitate attendance at in-person meetings
- Addition of new members will follow a publicly promoted application process
- Board determines the number of Engagement Panel members

The updated Terms of Reference are being presented to the Zero Waste Committee and GVS&DD Board for information prior to launching a recruitment process to add new members to the Engagement Panel.

The Board received this report for information.

### **E2.1 Liquid Waste Management Plan Phase 2 Engagement**

**RECEIVED**

During the second phase of engagement on the *Liquid Waste Management Plan* review and update, Metro Vancouver worked with member jurisdictions to develop draft goals, strategies, and actions for the next plan. Metro Vancouver sought input from First Nations, the public, and a public advisory committee. First Nations expressed strong interest in regional and municipal actions that result in measurable water quality improvements (including a return to shellfish harvesting), actions to address stormwater pollutants and their impact on marine life, and access to detailed water quality data online. Comments received from the public and public advisory committee focused on reducing the quantity of wastewater and its contaminants at the source, capital project cost increases, and desire for expanded green infrastructure to manage rainwater. Staff will initiate the final phase of engagement following Board endorsement of the draft plan.

The Board received this report for information.

## **E2.2 Endorsement of the Interim Draft Liquid Waste Management Plan**

**APPROVED**

The Liquid Waste Committee held a special workshop meeting on October 30, 2024 to review draft updates to the *Liquid Waste Management Plan* (LWMP). Feedback received by the Committee, First Nation delegations, and other stakeholders were considered and adjustments to the Interim Draft Liquid Waste Management Plan were made.

Staff sought endorsement on the draft LWMP and approval to proceed to Phase 3, which will include further consultations with municipal councils, First Nations councils, and stakeholders. The final LWMP is scheduled for submission to the provincial Ministry of Environment and Climate Change Strategy in the summer of 2025.

The Board endorsed the Interim Draft Liquid Waste Management Plan.

## **E2.3 Update on the Development of a Construction Impact Mitigation Framework**

**RECEIVED**

Metro Vancouver staff continue to work with member jurisdictions to review practices to improve how member jurisdictions and Metro Vancouver staff coordinate and liaise on regional infrastructure projects in member jurisdictions.

Construction impacts of Metro Vancouver utility capital projects on member jurisdictions are currently mitigated through case-by-case negotiations directly between Metro Vancouver staff and the member jurisdiction where the project is located. This results in varied levels of mitigation as well as unpredictable and often significant impacts on project scope, cost and schedule.

The *Construction Impact Mitigation Framework* has been developed as a transparent, consistent, equitable, and fiscally responsible approach to mitigating impacts on member jurisdictions during construction of region-serving utility infrastructure. The framework enables collaboration between Metro Vancouver staff and members by following a standard approach to assessing and mitigating construction-related impacts. This will support discussions with members in seeking mutually agreeable solutions and reduce risks and uncertainty for project delivery.

The Board received this report for information.

## **E2.4 Authorization of a Contract Amendment to 19-112 Utility Residuals Management Hauling Services**

**APPROVED**

Liquid Waste Services proposed to amend contract 19-112 Utility Residuals Management Hauling Services to incorporate the use of greenhouse gas (GHG) emission reduction measures associated with the residuals hauling fleet. These measures include replacing traditional fossil fuel-based diesel with renewable diesel and initiating a trial of a hydrogen fuel cell electric vehicle for long distance hauling. The additional cost of incorporating these GHG emission reduction measures is \$5,616,000 over five years, with a projected reduction of 11,210 tonnes of CO<sub>2</sub>e. The next five-year extension term of the hauling contract is valued at \$75.6 million; amending the contract to add these two options represents an additional 7.4% increase to the cost of residuals hauling. Emissions reduction measures have been included in the 2025-2029 plan and there are sufficient funds in the operating budget to accommodate

this cost. Implementing these emission reduction measures will better align Metro Vancouver’s residuals management program with Metro Vancouver’s Climate 2050 strategy.

The trial of a hydrogen fuel cell electric vehicle in the residuals hauling fleet was referred to staff at the Liquid Waste Committee meeting held on November 13, 2024. The resolution passed by the committee was presented for GVS&DD Board consideration.

The Board approved the amendment of the contract.

## **E2.5 Seeking Federal Support for the Development of a Flushability Standard**

**APPROVED**

Municipal wastewater systems have experienced significant issues with non-biodegradable wipes being labelled and advertised as “flushable” wipes. Due to product mislabeling and consumer misinformation, “flushable” wipes have had compromising effects on sewer infrastructure, resulting in equipment damage, clogs, and sewer overflows. These issues have led to avoidable and costly expenditures. Currently, there is no recognized standard for what can be defined as “flushable” and as a result, no regulations on what commercial product manufacturers can label as “flushable”. Metro Vancouver is working to address this challenge by seeking federal support for the development of a Canada-wide recognizable flushability standard through an accredited standards development organization by submitting a resolution to the Federation of Canadian Municipalities (FCM).

The Board resolved to submit a resolution to the Federation of Canadian Municipalities to advocate for federal government support on this initiative.

## **I 1 Committee Information Items and Delegation Summaries**

The Board received information items and delegation summaries from standing committees as follows.

### **Liquid Waste Committee – October 30, 2024**

Information Items:

#### **C1 Draft Updates to the Liquid Waste Management Plan**

Over the last three years, municipal and Metro Vancouver staff have worked to update the 2011 *Liquid Waste Management Plan* (LWMP). The plan covers all aspects of municipal and regional sanitary and rainwater systems. The new LWMP focuses on reducing demands at source to extend the deferral of capacity expansions and ultimately lower future costs. The plan includes strategies and actions related to sanitary and rainwater systems, and creating more meaningful opportunities for First Nations to have a voice in the delivery of sewer services. The Regional Engineers Advisory Committee (REAC) and the REAC Liquid Waste subcommittee have been extensively engaged throughout 2024 in co-developing updated strategies and actions for the LWMP.

Key elements in the attached LWMP will be reviewed on October 30, 2024, and subsequently submitted to the Liquid Waste Committee and the GVS&DD Board for consideration at their November 2024 meetings. If endorsed, the LWMP will be shared with municipal councils and First Nations councils to gather additional comments before the Board's final approval to submit the LWMP to the Province in 2025.

### **Zero Waste Committee – November 7, 2024**

Information Items:

#### **E2 Solid Waste and Recycling Industry Advisory Committee 2024 Feedback Summary**

The Solid Waste and Recycling Industry Advisory Committee provides a forum for industry contribution, discussion, and advice on management planning, operations, and policy issues related to solid waste and recycling services in Metro Vancouver, as well as the ongoing solid waste management plan update. Committee activities are reported out to the Zero Waste Committee on an annual basis.

Discussion topics in 2024 were developed in collaboration with the committee and Co-Chairs and focus on collecting input for the solid waste management plan and increasing opportunities for member input.

The generator levy was a key topic of discussion, with some committee members commenting that the levy increases costs and stifles competition and innovation, as it discourages the use of private disposal sites and prevents private entities from disposing of waste outside the region. Other committee members commented that the levy benefits recyclers as it incentivizes recycling over disposal, and has helped to fund recycling initiatives such as mattress recycling and education. Other discussion topics in 2024 included recycling capacity, product markets, and long-term disposal planning.



### **E3 Construction and Demolition Waste Reduction Forum**

Metro Vancouver regularly collaborates with member jurisdictions, industry, non-profits, and academia on programs and initiatives to encourage waste reduction in the construction and demolition sector. Metro Vancouver has initiated work to collaboratively plan and deliver a Construction and Demolition Waste Reduction Forum – a one-day event aimed at facilitating information sharing and discussions on strategies and policy incentives to reduce and prevent construction and demolition waste, such as interventions like house moving and deconstruction. The event would bring together member jurisdictions, and potentially other local governments outside of the region, with industry members invited to provide insights on demolition alternatives such as house moving and deconstruction. Metro Vancouver would provide financial and staff support for the forum, including contracting with Light House (a local non-profit organization focused on advancing circular practices in the built environment) to deliver the event. The work is supported by the Research and Knowledge Initiative federal grant secured by Light House and partner organizations.

In parallel, Metro Vancouver and its member jurisdictions continue to actively work on reducing construction and demolition waste in the region.

### **Liquid Waste Committee – November 13, 2024**

Delegations:

#### **C1 Lee Selzer, ACE Tank Services Inc.**

No executive summary provided.

#### **C2 Ravi Daniels, Pumperguys Tank Service Ltd**

No executive summary provided.



Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569

The Council of the City of Richmond enacts as follows:

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

P.I.D. 004-037-995
Lot 80 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan NWP50405, except Plan LMP46129

- 2. This Bylaw is cited as "Housing Agreement (Affordable Housing) (5300 No. 3 Road) Bylaw No. 10569".

FIRST READING

DEC 09 2024

SECOND READING

DEC 09 2024

THIRD READING

DEC 09 2024

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10569

Schedule A

To **Housing Agreement (Affordable Housing)**  
**(5300 No. 3 Rd) Bylaw No. 10569**

HOUSING AGREEMENT BETWEEN  
VANPROP INVESTMENTS LTD. AND CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference \_\_\_\_\_ day of \_\_\_\_\_, 2024,

**BETWEEN:**

**VANPROP INVESTMENTS LTD.** (Inc. No. BC0270547), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 1800 – 510 West Georgia Street, Vancouver, BC V6B 0M3

(the “Owner”)

**AND:**

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

(the “City”)

**WHEREAS:**

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement.

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

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

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

- (a) “**Affordable Housing Strategy**” means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations,

Affordable Housing Agreement (Section 483 *Local Government Act*)  
5300 No. 3 Road  
Application No. RZ 23-011557  
Condition No. 16  
V.8

policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

- (b) “**Affordable Housing Parking**” means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) “**Affordable Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 charged by this Agreement;
- (d) “**Agreement**” means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) “**Building**” means any building constructed, or to be constructed, on the Lots, or a portion thereof, including each air space parcel into which the Lots may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (f) “**Building Permit**” means a building permit authorizing construction on the Lots, or any portion(s) thereof;
- (g) “**CCAP**” means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (h) “**City**” means the City of Richmond;
- (i) “**City Solicitor**” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) “**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function;
- (k) “**CMHC Average Rental Rates**” means the most recent CMHC average market rent, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to “3 Bedroom +” shall apply;
- (l) “**Common Amenities**” means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) “**Common Recreational Facilities**” means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot

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3, and the Development Permit process, including without limitation fitness facilities, and related access routes;

- (n) **“Common Transportation Facilities”** means all transportation facilities provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (p) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (q) **“Development”** means the residential development to be constructed on the Lots;
- (r) **“Development Permit”** means the development permit authorizing development on the Lots, or any portion(s) thereof;
- (s) **“Dwelling Unit”** means a residential dwelling unit located or to be located on Lot 3 whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (t) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:

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

provided however that:

- (i) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and

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- (ii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (u) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (v) **"GST"** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (w) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lots and/or Lot 3 from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (x) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (y) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (z) **"Lands"** means certain lands and premises legally described as PID: 004-037-995, Lot 80 Except: Part Road on Plan LMP46129, Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan 50405, as may be Subdivided from time to time;
- (aa) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (bb) **"Lot 1"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 1 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (cc) **"Lot 2"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 2 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (dd) **"Lot 3"** means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 3 Sections 3 and 4 Block 4 North Range 6 West New Westminster

District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (ee) “**Lots**” means, collectively, Lot 1, Lot 2 and Lot 3 and “**Lot**” means any one of them;
- (ff) “**LTO**” means the New Westminster Land Title Office or its successor;
- (gg) “**Occupancy Certificate**” means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (hh) “**OCP**” means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ii) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (jj) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of Lot 3 or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Building on Lot 3 which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (kk) “**Permitted Rent**” means an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement, provided that such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (ll) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (mm) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (nn) “**Residential Tenancy Regulation**” means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;



- (oo) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (pp) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (qq) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands or the Lots or a portion thereof, or the ownership or right to possession or occupation of the Lands, the Lots or a portion thereof into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (rr) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (ss) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (tt) “**Zoning Bylaw**” means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

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

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
  - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, a Development Permit in respect of any of the Lots comprising the Development, unless and until the Owner has:

- (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
  - (ii) at its cost, executed and registered against title to Lot 3, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for Lot 3, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit in respect of any Building on any of the Lots comprising the Development, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for Lot 3;
- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
- (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit for Lot 3, the Building Permit for Lot 3, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
  - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and
  - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building in which the Affordable Housing Units are situated confirming that the Affordable Housing Units and the Building(s) in which the Affordable Housing Units are situated have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if Lot 3 is subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

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

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units; and
  - (b) Lot 3 will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

    - (i) a statement of the total, gross annual income once per calendar year from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;

- (ii) the number of occupants of the Affordable Housing Unit;
  - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
  - (iv) the number of occupants of the Affordable Housing Unit who are Seniors.”;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 At all times that this Agreement encumbers Lot 3, the Owner shall retain and maintain in place a non-profit organization qualified and experienced in the management of housing units similar to the Affordable Housing Units, to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.5 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner’s compliance with this section 3.5.

3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

3.7 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide Lot 3 unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;

- (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
- (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
- (vi) property or similar tax,

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

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling or domestic hot water heating);
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the development on Lot 3), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on Lot 3 (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of Lot 3,

and notwithstanding Section 3.7(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
    - (A) the Zoning Bylaw; or
    - (B) agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
  - (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;

- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
  - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(t) of this Agreement;
  - (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(t) "Eligible Tenant" of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to Section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

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

- 3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

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

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

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

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

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

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of Lot 3 or any Subdivided parcel of Lot 3.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees

Affordable Housing Agreement (Section 483 *Local Government Act*)  
5300 No. 3 Road  
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V.8



for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.7(d).

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units, provided however that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## **ARTICLE 6 DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
  - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
  - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in section 3.5); or
  - (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

- 6.2 Notwithstanding Section 6.1:
- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the

registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and

- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
  - (i) delivered to the City the method and schedule for remedying the default;
  - (ii) commenced remedying the default; and
  - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

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

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

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

Affordable Housing Agreement (Section 483 *Local Government Act*)

5300 No. 3 Road

Application No. RZ 23-011557

Condition No. 16

V.8

**CNCL - 58**  
**(Special**

- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
- (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
- (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

(d) If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided by the filing of Subdivision Plan EPP127362, then after the Lands are so Subdivided, this Agreement will charge and secure only the Lots and the City will partially release this Agreement from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots, provided however that:

- (i) the City has no obligation to execute the necessary documents for such release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner; and
- (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration.

For certainty, if the Agreement is partially released in accordance with this Section 7.1(d), the entirety of this Agreement, including Sections 7.5 and 7.6, shall be released from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots. The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

## 7.2 No Compensation

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

### 7.3 **Modification**

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

### 7.4 **Management**

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

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

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

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

If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

### 7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit or Occupancy Certificate, or refusal to permit occupancy of any Building, or any portion thereof,

constructed on the Lots, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;

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

#### 7.6 Release

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

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

#### 7.7 Survival

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

#### 7.8 Priority

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

#### 7.9 City’s Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

**7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

**7.24 Counterparts**


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


*[The Remainder of This Page is Intentionally Blank]*



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

**VANPROP INVESTMENTS LTD.** (Inc. No. BC0270547) by its authorized signatory(ies):


Per:   
Name: RILEY BURR

Per:   
Name: DAVID R BAIN

**CITY OF RICHMOND**  
by its authorized signatory(ies):

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

Per: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

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

**Schedule A to Housing Agreement**

**STATUTORY DECLARATION  
(Affordable Housing Units)**

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

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

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



**Appendix A to Statutory Declaration**

APPENDIX A																				
Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration)												
Property Management Company:		Property Manager Email:		Income and Rent		Income Verification Received (Yes/No)		Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees								
Row #	Unit #	Unit Type	Number of Occupants	Related to Owner (Yes/No)	Number of Occupants 18 years and Under	Number of Occupants who are "Seniors" as defined in Housing Agreement	Starting Year of Tenancy	Before-tax Income of Occupants 18 years & Over (Provide one response per occupant)			Combined Before-tax Income of Occupants 18 years & Over		Rent (\$/Month)	Income Verification Received (Yes/No)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees	
								3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.	1-Year Prior to Year of Stat. Dec.	3-Years Prior to Year of Stat. Dec.	2-Years Prior to Year of Stat. Dec.								1-Year Prior to Year of Stat. Dec.
0	101	3 BR	4	No	1	1	2022	\$24,020	\$28,005	\$31,049	\$42,020	\$54,568	\$61,638	\$161.19	Yes	\$	\$	\$	\$	\$
				No				\$18,000	\$19,500	\$22,764					Yes					
				No					\$7,063	\$7,025										
				No																
1																				
2																				
5																				

Continue rows as needed.



Housing Agreement (Market Rental) (5300 No. 3 Road) Bylaw No. 10570

The Council of the City of Richmond enacts as follows:

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

P.I.D. 004-037-995
Lot 80 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan NWP50405, except Plan LMP46129

- 2. This Bylaw is cited as "Housing Agreement (Market Rental) (5300 No. 3 Road) Bylaw No. 10570".

FIRST READING

DEC 09 2024

SECOND READING

DEC 09 2024

THIRD READING

DEC 09 2024

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10570

Schedule A

To **Housing Agreement (Market Rental)**  
**(5300 No. 3 Rd) Bylaw No. 10570**

HOUSING AGREEMENT BETWEEN  
VANPROP INVESTMENTS LTD. AND CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference \_\_\_\_\_ day of \_\_\_\_\_, 2024,

**BETWEEN:**

**VANPROP INVESTMENTS LTD.** (Inc. No. BC0270547), a company duly incorporated under the laws of the Province of British Columbia and having its registered offices at 1800 – 510 West Georgia Street, Vancouver, BC V6B 0M3

(the “**Owner**”)

**AND:**

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

(the “**City**”)

**WHEREAS:**

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement.

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

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

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

- (a) “**Affordable Housing Agreement**” means the agreement entered into between the Owner and the City pursuant to Section 483 of the *Local Government Act*, titled “Affordable Housing Agreement (Section 483 *Local Government Act*)” and noted or to be noted on the

Market Rental Housing Agreement (Section 483 *Local Government Act*)  
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title to the Lands, or a Lot or portion thereof, as may be amended and supplemented from time to time;

- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 charged by the Affordable Housing Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on Lots, or a portion thereof, including each air space parcel into which the Lots may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lots, or any portion(s) thereof;
- (f) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (g) **“City”** means the City of Richmond;
- (h) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (i) **“Common Amenities”** means, together, the Common Recreational Amenities and the Common Transportation Facilities;
- (j) **“Common Recreational Amenities”** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities that are provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation fitness facilities, and related access routes
- (k) **“Common Transportation Facilities”** means transportation facilities that are provided for the use of all residential occupants of Lot 3, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to Lot 3, and the Development Permit process, including without limitation visitor parking, any required market rental parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (l) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;

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- (m) “**Daily Amount**” means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (n) “**Development**” means the residential development to be constructed on the Lots;
- (o) “**Development Permit**” means the development permit authorizing development on the Lots, or any portion(s) thereof;
- (p) “**Dwelling Unit**” means a residential dwelling unit located or to be located on Lot 3 whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (q) “**GST**” means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) “**Housing Covenant**” means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lots and/or Lot 3, from time to time, in respect to the construction, use and transfer of the Market Rental Housing Units;
- (s) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) “**Lands**” means certain lands and premises legally described as PID: 004-037-995, Lot 80 Except: Part Road on Plan LMP46129, Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan 50405, as may be Subdivided from time to time;
- (v) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) “**Lot 1**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 1 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (x) “**Lot 2**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 2 Sections 3 and 4 Block 4 North Range 6 West New Westminster

District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (y) “**Lot 3**” means those lands and premises intended to be Subdivided from the Lands following the filing of Subdivision Plan EPP127362, and which are anticipated to be legally described as Lot 3 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan EPP127362, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (z) “**Lots**” means, collectively, Lot 1, Lot 2 and Lot 3 and “**Lot**” means any one of them;
- (aa) “**LTO**” means the New Westminster Land Title Office or its successor;
- (bb) “**Market Rent**” means the amount of rent that a willing landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (cc) “**Market Rental Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on Lot 3 designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 3 charged by this Agreement;
- (dd) “**Occupancy Certificate**” means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s Building Regulation Bylaw 7230, as may be amended or replaced;
- (ee) “**OCP**” means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ff) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;
- (gg) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of Lot 3 or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Building on Lot 3 which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (hh) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

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- (ii) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (jj) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (kk) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ll) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, the Lots or Lot 3, or a portion thereof, or the ownership or right to possession or occupation of the Lands, the Lots or Lot 3, or a portion thereof, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (mm) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (nn) “**Tenant**” means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

**ARTICLE 2  
USE AND OCCUPANCY OF MARKET RENTAL HOUSING UNITS**

- 2.1 The Owner agrees that each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Tenants), or any tenant or guest of the Owner, other than a Tenant. For the purposes of this Article, “permanent residence” means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Market Rental Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Market Rental Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Market Rental Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
  - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, a Development Permit in respect of any of the Lots comprising the Development, unless and until the Owner has:
    - (i) submitted to the City a Development Permit application that includes the Market Rental Housing Units and all Common Amenities and other ancillary spaces; and

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- (ii) at its cost, executed and registered against title to Lot 3, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Market Rental Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for Lot 3, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit in respect of any Building on any of the Lots comprising the Development, unless and until the Owner has submitted to the City a Building Permit application that includes the Market Rental Housing Units, and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for Lot 3;
- (c) not apply for an Occupancy Certificate in respect of the Development, nor take any action to compel issuance of an Occupancy Certificate, except for any Affordable Housing Unit and related uses and areas, unless and until all of the following conditions are satisfied:
  - (i) the Market Rental Housing Units and related uses and areas, and the Building(s) in which the Market Rental Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit for Lot 3, the Building Permit for Lot 3, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
  - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including parking and any shared indoor or outdoor amenities; and
  - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's architect for the Building in which the Market Rental Housing Units are situated confirming that the Market Rental Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, except for any Affordable Housing Unit and related uses and areas, unless and until the Market Rental Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Market Rental Housing Units; and
- (e) not Subdivide the Market Rental Housing Units within a Building into individual strata lots or air space parcels. The Owner acknowledges and agrees that if Lot 3 is subject to Subdivision by a Strata Plan or air space subdivision plan, that the Market Rental Housing Units in a Building will together form no more than one (1) strata lot or no more than one (1) air space parcel, as applicable.

**ARTICLE 3**  
**DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS**

- 3.1 Without limiting Section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant (as contemplated in Section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a “month-to-month” basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one Building;
  - (b) if the Development contains one or more air space parcels, then provided that all the Market Rental Housing Units in a Building are situate within a single air space parcel or the remainder, then such air space parcel will be a “Building” and the remainder will be a “Building” for the purpose of this Section 3.2; and
  - (c) Lot 3 will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) defines the term “Landlord” as the Owner of the Market Rental Housing Unit; and
  - (b) includes a provision requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor

and outdoor amenity spaces on Lot 3, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units;

- (d) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide Lot 3 unless all easements and rights of way are in place to secure such use;
- (e) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
  - (i) a Market Rental Housing Unit is occupied by a person or persons other than a Tenant;
  - (ii) the Market Rental Housing Unit is occupied by more than the number of people the City determines can reside in the Market Rental Housing Unit given the number and size of bedrooms in the Market Rental Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
  - (iii) the Market Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
  - (iv) the Tenant subleases the Market Rental Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. The notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*;

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

- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (British Columbia) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

#### **ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT**

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

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

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



**ARTICLE 5  
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of Lot 3 or any Subdivided parcel of Lot 3.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities on Lot 3 intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

**ARTICLE 6  
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement;
  - (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; or
  - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

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

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where the Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Market Rental Housing Units, this Agreement will secure only the legal parcels which contain the Market Rental Housing Units. The City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute the necessary documents for such release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
  - (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

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- (d) If this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided by the filing of Subdivision Plan EPP127362, then after the Lands are so Subdivided, this Agreement will charge and secure only the Lots and the City will partially release this Agreement from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots, provided however that:
- (i) the City has no obligation to execute the necessary documents for such release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner; and
  - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration.

For certainty, if the Agreement is partially released in accordance with this Section 7.1(d), the entirety of this Agreement, including Sections 7.5 and 7.6, shall be released from any separate parcels created by the filing of Subdivision Plan EPP127362 other than the Lots. The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

## 7.2 No Compensation

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

## 7.3 Modification

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

## 7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lots, at not cost or charge to the Tenant.

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

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- (a) as owner of the Market Rental Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation; and
- (b) as the owner of the air space parcel or strata lot containing the Market Rental Housing Units at any applicable meetings of the owners of the other Subdivided parcels of the Lots or part thereof,

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

If the Owner fails to ensure good and efficient management of the Market Rental Housing Units or maintain the Market Rental Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental Housing Units.

#### 7.5 **Indemnity**

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

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

#### 7.6 **Release**

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

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

**7.7 Survival**

The obligations of the Owner set out in Sections 7.5 and 7.6 above will survive termination or release of this Agreement.

**7.8 Priority**

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

**7.9 City's Powers Unaffected**

This Agreement does not:

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

**7.10 Agreement for Benefit of City Only**

The Owner and the City agree that:

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

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

**7.11 No Public Law Duty**

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

**7.12 Notice**

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

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

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

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

**7.13 Enuring Effect**

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

**7.14 Severability**

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

**7.15 Waiver**

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

**7.16 Sole Agreement**

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

**7.17 Further Assurance**

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

**7.18 Covenant Runs with the Lands**

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

**7.19 Equitable Remedies**

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

**7.20 No Joint Venture**

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

**7.21 Applicable Law**

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

**7.22 Deed and Contract**

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

**7.23 Joint and Several**

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

**7.23 Limitation on Owner's Obligations**

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

**7.24 Counterparts**

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

*[The Remainder of This Page is Intentionally Blank]*



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

**VANPROP INVESTMENTS LTD.** (Inc. No. BC0270547) by its authorized signatory(ies):

Per:   
Name: RILEY BURR

Per:   
Name: DAVID R. BAIN

**CITY OF RICHMOND**  
by its authorized signatory(ies):

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

Per: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

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

Schedule A to Housing Agreement

STATUTORY DECLARATION
(Market Rental Housing Units)

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

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

- 1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Market Rental Housing Units and information as of the day of, 20;
3. To the best of my knowledge, for the period from to, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Housing Agreement) at or below Market Rent (as defined in the Housing Agreement).

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

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

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



**Wharves Regulation Bylaw No. 10182  
Amendment Bylaw No. 10605**

The Council of the City of Richmond enacts as follows:

1. **Wharves Regulation Bylaw No. 10182**, as amended, is further amended by deleting in Subsection 2.3.1(q), line 4 the word “or”.
2. **Wharves Regulation Bylaw No. 10182**, as amended, is further amended by deleting the “.” at the end of the Subsection and replacing with “; or”.
3. **Wharves Regulation Bylaw No. 10182**, as amended, is further amended by adding the following as Subsection 2.3.1(s) and appropriately re-lettering the remaining subsection:  
  
“(s) **raft a vessel in a waterlot area.**”
4. **Wharves Regulation Bylaw No. 10182**, as amended, is further amended by adding the following definition in Section 8.1 in the appropriate alphabetical placing:  
  
“**RAFT** means when one or more **vessels** is secured to another **vessel** by means of lines or cables.”
5. This Bylaw is cited as, “**Wharves Regulation Bylaw No. 10182, Amendment Bylaw No. 10605**”.

FIRST READING

DEC 09 2024

SECOND READING

DEC 09 2024

THIRD READING

DEC 09 2024

ADOPTED

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

\_\_\_\_\_  
MAYOR

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



**Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122,  
Amendment Bylaw No. 10606**

The Council of the City of Richmond enacts as follows:

1. Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, as amended, is further amended by adding the content of the table in Schedule A attached to and forming part of this Bylaw, to Schedule A of Bylaw No. 8122 to modify "Schedule – Wharves Regulation Bylaw No. 10182".
2. This Bylaw is cited as "Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10606".

FIRST READING

DEC 09 2024

SECOND READING

DEC 09 2024

THIRD READING

DEC 09 2024

ADOPTED

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

\_\_\_\_\_  
MAYOR

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

**Schedule A to Bylaw No. 8122**

Schedule – Wharves Regulation Bylaw No. 10182 (2023)							
Designated Bylaw Contraventions and Corresponding Penalties							
A1 Bylaw	A2 Description of Contravention	A3 Section	A4 Compliance Agreement Available	A5 Penalty	A6 Early Payment Option	A7 Late Payment Amount	A8 Compliance Agreement Discount
Wharves Regulation Bylaw No. 10182	Period of Time from Receipt (inclusive)		N/A	29 to 60 days	1 to 28 days	61 days or more	N/A
	Prohibited rafting of vessel(s)	2.3.1(s)	No	\$ 200.00	\$ 150.00	\$ 250.00	N/A



**To:** Richmond City Council  
**From:** Wayne Craig  
Chair, Development Permit Panel  
**Date:** December 4, 2024  
**File:** DP 17-772227  
DP 23-025993  
**Re:** **Development Permit Panel Meeting Held on November 27, 2024**

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**Staff Recommendation**

1. That the recommendation of the Panel to authorize the approval of:
  - a) changes to the design of the Development Permit (DP 17-772227) issued for the property located at 11671 Cambie Road; and
  - b) changes to the design of the Development Permit (DP 23-025993) issued for the property located at 4831 Steveston Highway;

be endorsed and the changes be deemed to be in General Compliance with the Permits.

Wayne Craig  
General Manager, Planning and Development

## Panel Report

The Development Permit Panel considered the following item at its meeting held on November 27, 2024.

DP 17-772227 – ENRICH CAMBIE NO. 5 DEVELOPMENT CORP. – 11671 CAMBIE ROAD  
(November 27, 2024)

The Panel considered whether changes to on-site trees, building cladding, privacy fencing and other minor site features, be considered to be in General Compliance with the approved Development Permit (DP 17-772227).

The applicant's architect, Ken Chow, of Interface Architecture Inc., provided a brief visual presentation highlighting:

- Changes were due to several factors, including, among others, changes to ownership of the subject property, delays and pauses in project activities due to the pandemic, tight project construction timelines due to the expiring permits, new ownership and marketing team decisions, and unforeseen as-built site conditions.
- The changes were done at the time of building construction.
- Five fewer trees were planted on the site than originally proposed in the approved Development Permit. The developer has since added two new large trees, leaving a deficiency of three for which they propose to provide a cash-in-lieu contribution to the City.
- Cladding changes were incorporated on all townhouse buildings.
- Speed bumps were installed on the site in-lieu of a slightly raised area on the internal drive aisle crossing as originally proposed in the approved Development Permit.
- The outdoor wooden privacy fencing extended past the entry canopies was modified to comply with the original Development Permit.
- The Canada Post mailbox kiosk was relocated at the request of Canada Post which necessitated changes to the on-site landscaping.
- Some sections of pony wall on balconies were changed to aluminium guardrails at two duplex buildings.

Staff noted that (i) the applicant provided a comprehensive presentation of the changes to the approved Development Permit, (ii) the changes have been made on the site as indicated by the applicant, and (iii) the changes to the landscaping, cladding and other building features are generally consistent with the City's Official Community Plan (OCP) Development Permit Guidelines for Townhouses.

In reply to queries from the Panel, the applicant noted that (i) the subject development has been fully constructed and occupied, (ii) the changes to the approved Development Permit were not communicated to the City at the time the changes were made (iii) the relocated mailbox is covered with trellis and sloping plexiglass material, (iv) the existing concrete retaining wall on the neighbouring property to the west slightly encroaches into the subject property and ultimately resulted in the proposed three trees not being planted along the internal drive aisle due to insufficient planting area and survivability concerns, and (v) there are no changes to shrub planting in the area where the three trees were proposed to be planted.

Cheery Chow (1-11671 Cambie Road) advised the panel that the developer had communicated with residents of the development regarding the changes done on the subject site. She added that members of the development's Strata Council have been discussing the residents' concerns and coordinating with the developer. Also, she noted that the condition of the speed bumps installed on the site has already deteriorated.

The Panel noted that (i) a number of changes have been made to the previously approved Development Permit during construction, (ii) any changes to the approved Development Permit should have been communicated to City staff as early as possible, (iii) while the development has exceeded the required 2:1 tree planting on-site they have planted fewer on-site trees than were proposed in the approved Development Permit and provided cash-in-lieu, and (iv) the installation of speed bumps in lieu of the raised drive aisle crossing raised concerns regarding the durability and long-term maintenance of the speed bumps.

The Chair advised that the City is currently holding a landscape security to ensure that on-site landscaping is installed in accordance with the previously approved plans. He added that the City has a 10 percent hold back on the landscape security for a period of one year to ensure the maintenance and survival of the landscaping.

Due to concerns regarding changes to on-site landscaping and the maintenance of the speed bumps installed on the site, the Panel then directed staff to include the speed bumps in the landscape security and extend the period of the holdback on the security from one year to two years from inspection date for the purpose of ensuring that the speed bumps are retained and maintained in good condition as a condition for releasing the security.

Subsequent to the Panel meeting staff have discussed this direction with the applicant, worked internally to document the direction, and will ensure that the landscaping and maintenance security is held for an additional year.

The Panel recommends the Permit be issued.



DP 23-025993 – ANTHONY BONI (BONI MADDISON ARCHITECTS) –  
4831 STEVESTON HIGHWAY  
(November 27, 2024)

The Panel considered whether the art elements proposed for the north and south façades of the development at 4831 Steveston Highway, can be considered to be in General Compliance with Development Permit (DP 23-025993).

The applicant and architect, Anthony Boni, of Boni-Maddison Architects, provided a brief visual presentation highlighting:

- The subject building is currently under construction and scheduled to be completed early next year.
- The applicant considered installing public art on the building a year ago but was not able to confirm the artist and budget for the public art at that time.
- The applicant has commissioned an artist to design the murals which are proposed to be located on the north façade of the building facing the Railway Community Gardens and on the south facade of the building facing Steveston Highway.
- Appropriate mounting structures have already been installed on the building to support the proposed murals.
- The building operator has committed to maintain the murals in good condition.

Staff noted that (i) the proposed public art has been provided voluntarily, (ii) the construction of the building is fully underway, (iii) the mural fabricator has provided maintenance instructions to the operator for the maintenance of the murals, and the (iv) the expected lifespan of the murals is approximately 10 years.

In reply to a query from the Panel, the applicant confirmed that at the end of the lifespan of the murals that will be installed on the building facades, the murals and mounting structures will be removed and the original design and condition of the building façades will be restored.

The Panel expressed support for the proposed installation of public art on the north and south façades of the building to enliven the building's façades and reference the historic location.

The Panel recommends the Permit be issued.