



**To:** Richmond City Council

**Date:** January 30, 2024

**From:** Joe Erceg  
Chair, Development Permit Panel

**File:** DP 21-933765

**Re:** **Development Permit Panel Meeting Held on February 15, 2023**

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**Staff Recommendation**

That the recommendation of the Panel to authorize the issuance of Development Permit (DP 21-933765) for the properties at 9300 and 9320 Cambie Road, be endorsed and the Permit so issued.

Joe Erceg  
Chair, Development Permit Panel  
(604-276-4083)

## Panel Report

The Development Permit Panel considered the following item at its meeting held on February 15, 2023.

### DP 21-933765 – INTERFACE ARCHITECTURE INC. – 9300 AND 9320 CAMBIE ROAD (February 15, 2023)

The Panel considered a Development Permit (DP) application to permit the construction of 126 residential units in a five-storey multi-family apartment building over a common parkade at 9300 and 9320 Cambie Road on a site zoned “Low Rise Apartment (ZLR43) – Alexandra Neighbourhood (West Cambie)”. A variance is included in the proposal to increase the maximum lot coverage of buildings from 40 to 43 per cent. A variance is also included in the proposal to reduce the minimum width of one manoeuvring aisle in the parkade from 6.7 m to 6.4 m.

The applicant and architect, Kenneth Chow, of Interface Architecture Inc., and the applicant’s landscape architect, Yiwen Ruan, of PMG Landscape Architects, provided a brief visual presentation on the project, noting the following:

- A six-storey multi-family apartment building is located to the east of the subject site and a three-storey townhouse development is located to the west of the site.
- The proposed development is located within the Alexandra District Energy Utility Energy (DEU) catchment area and will be required to connect to the Alexandra DEU.
- The proposed building has been designed to provide an appropriate transition from the six-storey apartment building to the east to the three-storey townhouse development to the west.
- The required east-west McKim Way road dedication will split the site into the northern portion where the 126-unit five-storey apartment building will be sited and the southern portion which will have an outdoor amenity space with garden plots for the exclusive use of residents in the proposed development.
- The proposed unit types include one- to three-bedroom units with dens.
- Five two- to three-bedroom units will be provided for affordable housing.
- 36 units, including the five affordable units, will meet the City’s Basic Universal Housing (BUH) requirements.
- The central mass of the proposed building is positioned from the adjacent east and west developments to provide separation, screening, and privacy and mitigate potential overlook and shadowing onto adjacent developments.
- The southeast corner of the proposed building is chamfered to allow sunlight penetration to the proposed building and to the west face of the adjacent apartment building to the east.
- The Cambie Road and McKim Way frontages include terraced landscaping to provide an appropriate relationship with the street.
- In addition to the fitness centre and a multipurpose room on the first floor, a common amenity room will be provided on each floor of the proposed building.
- 38 existing trees on the site will be removed and 79 new trees will be planted.

- Curved retaining walls with planters are proposed along the south edge to provide transition from McKim Way to the proposed building.
- The pedestrian entries on McKim Way are marked with pedestrian scale lighting.
- An architectural trellis is proposed above the parkade entry.
- The loading area is screened from McKim Way by raised planters.
- The subject site's grade along the west side is matched to the site grade of the adjacent townhouse development and trees and tall shrubs are proposed to provide screening and privacy.
- Terraced planter walls and trees are proposed along the north edge of the subject site to provide transition from Cambie Road to the proposed building.
- A landscape boulder feature, bench seating and bicycle rack are proposed near the pedestrian lobby entrance.
- Terraced planter walls, one row of trees, and lounge seats are provided along the east edge of the subject site to provide a quiet and resting zone for the proposed development and privacy to the two adjacent properties.
- The outdoor amenity area on the podium includes, among others, a children's play area, a large lawn, and an outdoor dining area.
- The community gardens in the southern portion of the subject site will be fenced and gated.
- Permanent irrigation will be provided for all landscaped areas in the proposed development.

In reply to queries from the Panel, Mr. Chow and Mr. Ruan noted that (i) the green space adjacent to the parkade entry and loading area is elevated and will not be accessible to the public, (ii) the proposed children's play area includes a large open lawn area and multiple play structures that provide play opportunities for children with ages ½ to 12 years, (iii) a three- to four-foot wide rainwater percolation zone is provided along the east and west edges of the subject site, (iv) downward focused and low lighting are proposed throughout the subject site which include bollard lights, step lights and unity entry downward lights to provide adequate lighting and avoid light pollution, and (v) there are penthouse units with outdoor decks provided on the 5th floor along Cambie Road.

Staff noted that (i) there is a Servicing Agreement associated with the project which includes, among others, frontage improvements along Cambie Road and road construction of McKim Way extension through the subject site, (ii) the proposed variance to reduce the minimum width of one manoeuvring aisle is limited to a portion of the parkade, was reviewed and supported by Transportation staff, and would not adversely impact traffic mobility within the parkade, (iii) the proposed variance to increase the maximum lot coverage of buildings is a technical variance associated with balcony projections and columns supporting the balcony projections which assist in achieving energy efficiency, (iv) the building has been designed to achieve BC Step Code Level 3, (v) the package of Transportation Demand Measures (TDM) associated with the project includes, among others, provision of one-year 2-zone monthly transit passes to 25 percent of the market units and 100 percent of affordable units, provision of a bicycle maintenance and repair room in the development, provision of two car share vehicle spaces equipped with electric vehicle (EV) charging, and provision of voluntary cash contributions for wayfinding and cycling-related infrastructure in the West Cambie area.

In reply to queries from the Panel, Staff confirmed that (i) there is an existing north-south pedestrian walkway adjacent to the proposed community gardens, (ii) the walkway will be improved as part of the Servicing Agreement, and (iii) the proposed lot coverage variance is associated with the balcony columns which help thermal bridging for the balconies and enhance energy efficiency.

Shaun Traill (REMY site) expressed concerns over the variance for lot coverage, the proposed affordable housing units and public access provisions.

In response to these concerns, Staff noted that the proposed increase of 3 percent in lot coverage is associated with columns that support balconies on the second floor of the subject building and enhance energy efficiency, the proposed five affordable housing units in the project are low-end market rental units secured by housing agreement with the City and could be occupied by qualified tenants meeting the City's income requirements, and there is no public access along the east side of the subject building.

Huang Wen Zheng (4133 Stolberg Street), expressed concern regarding the proximity of the proposed new building to the existing REMY building, fire truck access in the parkade, and the proposed building height.

In response to Mr. Huang's queries, the Chair noted that the proposed building's setback from the common property line is larger than the building setback provided on the REMY building. In addition, Staff noted that the minimum required setback from the common property line is 4 meters, the central portion of the subject building is set back 10.4 meters from the east property line and the proposed building setback at the north and south ends of the proposed building is 4 meters, there is no need for fire truck access in the parkade, a fire suppression system will be installed in the proposed building that meets the City's Building Code requirements, and the proposed manoeuvring aisle variance is limited to the eastern side of the parkade which is occupied only by small cars. Staff also referenced the shadow analyses for the project, noting that the two buildings will cast a shadow on each other during winter and confirmed that the amount of shading on the proposed development from the taller REMY building would be greater. In addition, Staff noted that the proposed building has been pulled back as far as possible from the east property line to mitigate shadowing impacts.

The Panel expressed support for the project, noting that (i) the project has been sensitively designed to provide an appropriate interface with existing adjacent developments and the adjacent streets, and (ii) the proposed outdoor amenity spaces are well thought out.

The Panel then directed staff to work with the applicant to address potential security issues with respect to the proposed community gardens on the southern portion of the subject site.

The Panel expressed support for the project, noting that (i) the project has been sensitively designed to provide an appropriate interface with existing adjacent developments and the adjacent streets, and (ii) the proposed outdoor amenity spaces are well thought out.

The Panel then directed staff to work with the applicant to address potential security issues with respect to the proposed community gardens on the southern portion of the subject site.

Subsequent to the Panel meeting staff worked with the applicant to improve the security of community garden areas, adding notes on the landscape plans that call for restricted use signage and lockable gates.

The Panel recommends the Permit be issued.



**To:** Mayor and Councillors  
**From:** Wayne Craig  
Director, Development

**Date:** February 9, 2024  
**File:** RZ 23-011557

**Re:** **Application by Lansdowne Phase 1 Limited Partnership for Rezoning at 5300 No. 3 Road from the “Auto-Oriented Commercial (CA)” Zone to the “Residential/Limited Commercial (ZMU55) – Lansdowne Village (City Centre)” Zone**

**Purpose**

This memo responds to questions and feedback received during the Planning Committee Meeting on February 6, 2024 regarding the provision of three-bedroom market rental units, potential for a City-owned childcare facility and potential implications of construction cost escalation on the provision of future City-owned amenity space on the site.

**Analysis**

Three-bedroom Market Rental Units

While the proposed market rental unit mix presented to Planning Committee exceeds the City’s Official Community Plan (OCP) policy and Market Rental Housing Policy target of providing 40 per cent of market rental units as family units (units consisting of two or more bedrooms), Planning Committee members expressed a desire to see three-bedroom market rental units provided.

The applicant originally proposed to construct 151 market rental units comprising 9,438 m<sup>2</sup> (101,594 ft<sup>2</sup>) of habitable floor area on the west portion of Parcel 8, in keeping with City policy. Out of the 151 market rental units, 68 units, or 45 per cent, will be family-friendly units as indicated in Table 1.

Table 1 Market Rental Unit Details – Original Proposal

Unit Type	Min. Unit Area (1)	Number of Units (1)	% of Units (1)
Studio	37m <sup>2</sup> (400 ft <sup>2</sup> )-	22 units	14.6 %
1-Bedroom	43m <sup>2</sup> ( 463 ft <sup>2</sup> )	61units	40.4 %
2- Bedroom	61m <sup>2</sup> (660 ft <sup>2</sup> )	68 units	45 %
3-Bedroom	-	None	-
<b>Total</b>	<b>N/A</b>	<b>151 units</b>	<b>100%</b>

Note 1: The unit mix and supply will be confirmed through the Development Permit\* process.

Subsequent to Planning Committee's consideration of the application, the applicant reviewed the development proposal, market, and financial viability and propose to adjust the market rental unit mix to include 10 three-bedroom units as outlined in Table 2.

Table 2 Market Rental Unit Details – Revised Proposal

Unit Type	Min. Unit Area (1)	Number of Units (1)	% of Units (1)
Studio	37m <sup>2</sup> (400 ft <sup>2</sup> )	20 units	12.7 %
1-Bedroom	43m <sup>2</sup> (463 ft <sup>2</sup> )	67units	42.7 %
2- Bedroom	61m <sup>2</sup> (660 ft <sup>2</sup> )	60 units	38.2 %
3-Bedroom	87m <sup>2</sup> (935 ft <sup>2</sup> )	10 units	6.4%
<b>Total</b>	<b>N/A</b>	<b>157 units</b>	<b>100%</b>

Note 1: The unit mix and supply will be confirmed through the Development Permit\* process.

Should Council agree with the applicant's revised unit mix, staff recommend that Council grant first reading of the rezoning bylaw subject to the revised rezoning considerations contained in Attachment 1.

### Community Amenity

The subject rezoning application provides the City with the opportunity to secure up to 577.7 m<sup>2</sup> (6,218.31 ft<sup>2</sup>) of City-owned amenity space. The staff report recommends securing the construction of this amenity space in a subsequent phase of development as part of a larger City-owned facility on the site. The OCP envisions that upon build-out of the entire property, the City will have the ability to secure up to 9,375 m<sup>2</sup> (53,550 ft<sup>2</sup>) of City-owned amenity space on-site.

Planning Committee requested assurance that deferring construction of this amenity space to a subsequent phase of development would not be impacted by potential construction cost escalation. Legal agreements secured through the preceding OCP Amendment (adopted by Council on November 27, 2023) and the rezoning considerations secured through this application ensure the City may secure up to 4,975 m<sup>2</sup> (53,550 ft<sup>2</sup>) of the City-owned amenity space at the discretion of Council. The location, configuration and use of the future City-owned amenity space is at the discretion of the Council although the OCP envisions that a large City-owned facility would be located at the northeast corner of the intersection of Lansdowne Road and No. 3 Road (with convenient access to the Canada Line Station, a proposed Civic Plaza and Lansdowne Linear Park). The \$5,416,148 security secured through this rezoning application is being collected as an interim security towards the construction of the potential future City-owned facility.

The applicant understands and acknowledges that the use of the any City-owned amenity space will be determined by Council at a future date.

### Childcare

Planning Committee members expressed a desire for a childcare facility to be provided on-site.

Based on a review of the current development proposal for Phase 1A, staff identified that a physical childcare facility/Early Childhood Development Hub space is not required to be incorporated into the current development Phase (1A). As indicated above, Council retains the ability to require a City-owned childcare facility as part of the potential 9,375 m<sup>2</sup> (53,550 ft<sup>2</sup>) of City-owned amenity space on-site.

The applicant has considered the feedback from Planning Committee and in order to respond to the desire for childcare to be included in the Phase 1A site, the applicant is committed to working with the non-profit housing provider that would manage the LEMR units, to explore the inclusion of home business based childcare programs as an option for up to three ground oriented LEMR units to be provided on Parcel 8 as outlined in Attachment 2. Further details on the applicant's proposal will be explored through the Development Permit process.

## Conclusion

In response to questions and feedback received during the Planning Committee Meeting on February 6, 2024, the following information is provided to Council:

- The applicant is prepared to adjust the Market Rental unit mix to include 10 three-bedroom units as outlined in Table 2. Should Council agree to the proposed unit mix, staff recommend that first reading of the rezoning bylaw be granted subject to the revised rezoning considerations in Attachment 1.
- Legal agreements secured through the preceding OCP amendment application and the Rezoning considerations for the subject rezoning application, secure the applicant's commitment to construct 577.7 m<sup>2</sup> (6,218.31 ft<sup>2</sup>) of City-owned amenity space in a subsequent phase of development on-site should Council desire on-site amenity space.
- Council retains discretion to determine the use of any on-site City-owned amenity space to be provided in subsequent phase of development including a childcare facility/Early Childhood Development Hub.
- To address the provision of childcare use in the Phase 1A development, the applicant is committed to exploring including up to three LEMR units being used for home business childcare programs as outlined in Attachment 2.

For additional information, please contact the undersigned.

  
Wayne Craig  
Director, Development  
604-247-4625

WC:js

Att. 1: Revised Rezoning Considerations  
2: Applicant Proposal for Family Day Care

pc: SMT  
Suzanne Smith, Program Manager, Development  
Viren Kallianpur, Program Manager, Urban Design





**Address:** 5300 No.3 Road

**File No.:** RZ 23-011557

**Prior to final adoption of Richmond Zoning Amendment Bylaw 10511, the developer is required to complete the following:**

1. (**Official Community Plan Amendment Bylaw**) Final Adoption of OCP Amendment Bylaw 10523.
2. (**NAV Canada Building Height**) Submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
3. (**Site Contamination- Dedicated and/or Transferred Land**) Prior to rezoning bylaw adoption, submission to the City of sufficient information and/or other assurances satisfactory to the City in its sole discretion to support the City's acceptance of the proposed dedicated and/or transferred land. Such assurances could include one or more of the following:
  - 3.1. A contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication and/or transferred lands);
  - 3.2. Evidence satisfactory to the City, in its sole discretion, that the lands to be dedicated and/or transferred to the City are in a satisfactory state from an environmental perspective; and
  - 3.3. The registration of a legal agreement on the title to the Lands which provides that:
    - 3.3.1.No occupancy of any building on the Lands shall be granted until such time that the Owner/Developer has satisfied the City in its sole discretion that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective and a contaminated sites legal instrument has been obtained for the proposed dedication lands; and
    - 3.3.2.The Owner/Developer shall release and indemnify the City from and against any and all claims or actions that may arise in connection with those portions of the lands being dedicated to the City being contaminated in whole or in part.
4. (**Consolidation, Subdivision, Dedication and Land Transfer**) Registration of a Subdivision Plan to the satisfaction of the City. Prior to the registration of a Subdivision Plan, the following conditions shall be satisfied:
  - 4.1. **Road Dedication:**

Dedication of approximately 5,537 m<sup>2</sup> (1.36 Ac.) for road and related purposes, as indicated generally on the Preliminary Subdivision Plan (Schedule A) and Preliminary Road Functional Plan (Schedule B).

All land dedication identified can be further refined in the rezoning and Servicing Agreement\* process to accommodate roadway improvements and is subject to the discretion and satisfaction of the Director of Transportation.

Final extents and amounts to be determined through the required Servicing Agreement\* application process, to the satisfaction of the Director of Transportation. Road dedication areas include:

    - 4.1.1.Alderbridge Way (Between No.3 Road and Kwantlen Street):
      - i) A strip of land dedication with a varying width between 3.17 m and 5.35 m along the entire length to accommodate road elements to the back of the proposed sidewalk along the south side of the street. The width of land dedication to be increased to 5.35 m just east of No. 3 Road to accommodate the intersection widening for an additional westbound left-turn noted below. Note that the amount of land dedication may need to be refined pending whether the existing trees along the south side of Alderbridge Way will be retained or removed, with an intent to place the property line at the back of the sidewalk.
      - ii) Minimum 6 m x 6 m corner cuts at Alderbridge Way intersections with Kwantlen Street, Hazelbridge Way, Cooney Road and No. 3 Road.
    - 4.1.2.Kwantlen Street (Between Alderbridge Way and E-W Mews):

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Initial: \_\_\_\_\_

- i) A strip of land dedication with a varying width between approximately 2.291 m and 5.447 m along the entire length to accommodate road elements to the back of the proposed sidewalk on the west side of the street.

4.1.3. Cooney Road (Between Alderbridge Way and E-W Mews):

- i) Generally a 28.45 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalks along both sides of the street including minimum 6 m x 6 m corner cuts at intersection with Alderbridge Way. Ultimate construction and land dedications associated with Cooney Road may be eligible for Development Cost Charges (DCC) credits.

4.1.4. Hazelbridge Way (Between Alderbridge Way and E-W Mews):

- i) Alderbridge Way to East-West Mews: a varying width 15.1 m at E-W Mews to 18.20 m at Alderbridge Way wide strip of land dedication required to accommodate road elements along both sides of the road from approximately the existing curb on the west to the back of the proposed sidewalks on the east side. Including minimum 6 m x 6 m corner cuts at intersections with Alderbridge Way.

4.2. City-Owned Park:

Transfer of at least 2,441 m<sup>2</sup> (0.60 ac.) to the City as fee simple for park and related purposes, as indicated on the Preliminary Subdivision Plan (Schedule A). The primary business terms of the required land transfers shall be to the satisfaction of the Manager, Real Estate Services, the City Solicitor, and the Director of Development. All costs associated with the land transfer shall be borne by the developer/owner.

5. ***(Public Rights of Passage Statutory-Rights-of-Way – SRWs)*** Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner’s commitment to provide right-of-ways for the purposes of public passage and utilities to facilitate public access, related landscaping and infrastructure, including:

5.1. Alderbridge Way (Between No.3 Road and Kwantlen Street):

2.00 m at the back of the proposed future property line on the south side of Alderbridge Way for public access of approximately 620.5 m<sup>2</sup> (0.15 ac.). Such SRW(s) will be in the City’s applicable standard form, to the satisfaction of the City. The 1.0m MUP portion of SRW(s) will be maintained by City, while the 1.0m “greenway” portion of this SRW(s) will remain privately owned and maintained.

5.2. E-W Mews:

5.2.1. Hazelbridge Way extension and Cooney Road:

- i) A 10.6 m wide strip of land along the entire length to provide an east/west connection between Hazelbridge Way extension and Cooney Road extension for public access.
- ii) Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to limit vehicle access to/from E-W Mews between the driveways of Parcel 2 and 5 in subsequent phases when parcels to the south redevelop. Requirements shall be confirmed to the satisfaction of the City prior to rezoning, Development Permit\* and Servicing Agreement\* issuance.

5.2.2. Cooney Road and Kwantlen Street:

- i) A 3.16 m to 6.0 m varying width strip of land north of the southern property line along the entire length of Parcel 8 to secure an Interim Green Link and to provide an east/west connection between Cooney Road Extension and Kwantlen Street. In addition to a 3.75m strip of land south of the southern property line of Parcel 8 to secure access to/from the development and Kwantlen Street. With the understanding that the Ultimate Green Link is to be provided in a subsequent phase once Parcel 9 to the south redevelops.
- ii) Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to limit vehicle access to/from E-W Mews between the driveway of Parcel 8 and Cooney Road during this phase and subsequent phases when Parcel 9 to the south redevelops. Requirements shall be confirmed to the satisfaction of the City prior to rezoning, Development Permit\* and Servicing Agreement\* issuance. Associated SRW(s) will be in the City’s applicable standard form, to the satisfaction of the City. The SRW(s) will remain privately owned and maintained.

5.3. Public Open Space:

Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner’s commitment to provide Statutory Right of Ways, as shown generally on the Preliminary Subdivision

Plan (Schedule A), of approximately 7,844.40 m<sup>2</sup> (1.94 ac.), including the provision of the following, to the satisfaction of the City:

5.3.1. Lansdowne Road (Between No. 3 Road and Kwantlen Street):

Any SRW(s) in the City's favour to secure the Phase 1A Lansdowne Linear Park including the Interim Western Linear Park, Interim Central Linear Park, and Interim Neighbourhood Plaza to the satisfaction of the Director of Transportation and Director Parks Services.

5.3.2. Major North-South Greenlink:

A total 12.0 m SRW(s) in the City's favour with 6.0 m dedicated from the east side of Parcel 2 and 6.0 m from the west side of Parcel 5 to secure free and unimpeded public use and access to the Major North-South Greenlink between Parcel 2 and Parcel 5 to the discretion and satisfaction of the Director of Transportation and Director Parks Services. Such SRW(s) will be in the City's applicable standard form, to the satisfaction of the City. The SRW(s) will remain privately owned and maintained. Agreement for applicant to enter into a Servicing Agreement\* to deliver the North-South Greenlink with consideration for the design to prioritize pedestrians while allowing cycling future retrofit of a bi-directional cycling facility.

5.3.3. Minor North-South Greenlink:

A 6.0 m SRW(s) in the City's favour to secure free and unimpeded public use and access to the Minor North-South Greenlink on the east side of Parcel 8 along Kwantlen Street between Alderbridge Way and E-W Mews. Such SRW(s) will be in the City's applicable standard form, to the satisfaction of the City. The SRW(s) will remain privately owned and maintained. Requirements shall be confirmed to the satisfaction of the City prior to rezoning, Development Permit\* and Servicing Agreement\* issuance to the satisfaction of the City. The SRW(s) will remain privately owned and maintained.

5.4. City Scale Mobility Hub:

Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner's commitment to provide an approximately 265m<sup>2</sup> SRW(s) in the City's favour to secure the area of and public access to an Interim City Scale Mobility Hubs within the western portion of the Lansdowne site, with the understanding that the ultimate condition will be implemented in a later phase of development (Phase 6). The location of the Mobility Hub will be on private property abutting the future Civic Plaza with Phase 1A elements on the south side of the Future East-West Road by Parcels 1A, as indicated in the Interim Mobility Hub Plan (Schedule C). The SRW will be privately owned and maintained. The understanding is that the Interim Mobility Hub will be started in Phase 1A, with additional changes and new elements and SRW(s) to the north of Future East-West Road in Phase 2 to cover additional Mobility Hub elements. Further details on the Mobility Hub can be found in the TDM section.

5.5. Parcel 8 Car Share:

Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner's commitment to provide an SRW(s) in the City's favour to secure two car share spaces in Parcel 8 including any space required to ensure and enable 24 hr. public access and use of the car share spaces. This includes but is not limited to any part of the private property such as driveways, drive aisle, corridors, hallways, stairwells, walking paths, elevators, gates etc. needed.

6. **(Parking Strategy)** City acceptance of the developer's offer to voluntarily contribute towards various transportation-related improvements and secure parking for specific uses in compliance with Zoning Bylaw requirements.

Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the Director of Transportation, securing the owner's commitment to maintain all required bicycle parking spaces and other bicycle facilities for their intended uses, as well as, securing the owner's commitment to maintain the bicycle parking areas for shared common use, securing the owner's commitment to provide:

6.1. (Off-Street Bicycle Parking):

A total of 1,302 Class 1 and 211 Class 2 off-street bicycling spaces are provided:

6.1.1. Parcel 2:

- i) Class 1: 485 (56 Double Decker, 140 Double Duplex, 201 Single Horizontal, 88 Vertical Rack).
- ii) Class 2: 80 (63 Inside Single Horizontal, 17 Outside Single Horizontal).

6.1.2.Parcel 5:

- i) Class 1: 454 (16 Double Decker, 236 Double Duplex, 170 Single Horizontal, 32 Vertical Rack).
- ii) Class 2: 73 (40 Inside Single Horizontal, 33 Outside Single Horizontal).

6.1.3.Parcel 8:

- i) Class 1: 363 (240 Double Duplex, 123 Single Horizontal).
- ii) Class 2: 58 (31 Inside Single Horizontal, 27 Outside Single Horizontal).

6.1.4.No development shall be permitted, restricting Development Permit\* issuance for a building on the lot, in whole or in part, until the developer provides for the required Class 1 and Class 2 off-street bicycle parking and related features.

6.1.5.No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required Class 1 and Class 2 off-street bicycle parking and a letter of confirmation is submitted by the architects assuring that the facilities satisfy the City's objectives.

6.1.6.No occupancy shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part, until the required Class 1 and Class 2 off-street bicycle parking and related features are completed and have final Building Permit\* inspection granting occupancy.

6.2. Off-Street Vehicle Parking:

Vehicle Parking Supply and Type:

6.2.1.Parcel 2:

- i) A total of 440 vehicle parking spaces are provided based as follows:
  - a. Residential: Provision of 386 parking spaces using a rate of 1.0 spaces per dwelling unit.
  - b. Visitor/Retail: Provision of 54 shared residential visitor and commercial retail parking spaces.

ii) Parking Type

- a. Accessible Parking: Provision of 10 accessible parking spaces.
- b. Small Car: Provision of 188 (43% of total parking) small car spaces.
- c. Regular Car: Provision of 242 (55% of total parking) regular car spaces.

iii) Parking Management Plan

Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner's commitment regarding parking management plan, subject to the approval of the Director of Transportation, for the shared commercial and residential visitor parking that may feature but is not limited to the following:

- a. A single shared pool of parking for the retail and residential visitor uses with no reserved spaces. The parking lot will have signage and an overhead gate with intercom to control access. Parking will be open to all users during retail operating hours and access to parking spaces will be restricted to residential visitors only outside of these periods.
- b. Paid retail parking. Parking fees may be discounted, or waived, for commercial patrons and residential visitors to provide convenient parking for site users while also controlling parking use.
- c. Maximum parking durations to prevent long-term parking and encourage parking turnover. Overnight parking may be permitted for approved residential visitors.
- d. Restricting building residents from parking in the visitor spaces through license plate registration and monitoring.
- e. Visitor parking pass system to manage and control visitor parking demands. Visitor pass allocation would be limited on a per-unit basis.
- f. Security and enforcement to ensure all parking policies are followed and enforced. Parked vehicles violating these policies will be warned, fined, and/or towed.
- g. Providing signage clearly indicating any time or fare controls. Signage should also state the parking spaces are only intended for visitors of the specific building.

6.2.2.Parcel 5:

- i) A total of 401 vehicle parking spaces are provided as follows:
  - a. Residential: Provision of 364 parking spaces using a rate of 1.0 spaces per dwelling unit.
  - b. Residential Visitor: Provision of 37 visitor parking.



- ii) Parking Type
  - a. Accessible Parking: Provision of nine (9) accessible parking spaces.
  - b. Small Car: Provision of 116 (29% of total parking) small car spaces.
  - c. Regular Car: Provision of 276 (69% of total parking) regular car spaces.

6.2.3.Parcel 8:

- i) A total of 161 vehicle parking spaces are provided:
  - a. Market Rental: Provision of 76 parking spaces reflecting 0.60 spaces per dwelling unit.
  - b. Affordable Rental: Provision of 56 parking spaces reflecting 0.4 spaces per dwelling unit.
  - c. Visitor: Provision of 29 visitor parking spaces using a rate of 0.1 visitor parking spaces per unit.
- ii) Parking Type:
  - a. Accessible Parking: Provision of five (5) accessible parking spaces.
  - b. Small Car: Provision of 72 (45% of total parking) small car spaces.
  - c. Regular Car: Provision of 84 (52% of total parking) regular car spaces.

6.3. Public Use Agreement:

6.3.1.Registration of a restrictive covenant on title, or alternative legal agreement, subject to the final approval of the Director of Transportation, securing the owner's commitment to ensure that: a) all residential visitor parking spaces are shared with commercial uses, b) all shared parking spaces remain unassigned; c) all shared parking spaces are located on or close to the ground level of the parking structure; d) all shared parking spaces are identified with signage as to their intended usage; e) all shared parking spaces are fully accessible to all users (e.g. entry gate open) during standard business operating hours; and f) all shared parking spaces are fully accessible to residential visitor users (e.g. buzz entry) during nonstandard business hours; g) identify the shared parking stalls in the Development Permit plans; h) identify the shared parking stalls in the Building Permit plans; and j) prior to building inspection permitting occupancy, provide wayfinding and stall identification. Shared parking spaces will be made available for the use of the public, at the sole cost of the property owner, to the satisfaction of the Director, Transportation; Director, Parks Services; and Director, Development. The terms of such legal agreements will include but will not be limited to the following:

6.3.2.For Parcel 2, 54 shared parking spaces for residential visitor and commercial retail including 20 small car spaces, 32 regular car spaces, and 2 accessible car spaces.

6.3.3.Commercial and residential visitor parking shall be shared and shall not be designated, sold, leased, reserved, signed, or otherwise assigned by the owner/operator for the exclusive use of employees, specific persons, specific businesses and/or specific units.

6.3.4.Public use parking spaces secured under this legal agreement(s) shall be available on an hourly basis (i.e. no monthly or longer terms): For the same hours each day as the standard parking hours at other City spaces (ex. Richmond Oval, community centre), with provisions for extended hours to accommodate special and large events hosted at Centre Park, Civic Plaza, and/or the community amenity. At a maximum hourly rate equal to the public parking at other City spaces (ex. Richmond Oval, community centre), to the satisfaction of the City.

6.3.5.No development shall be permitted, restricting Development Permit\* issuance for a building on the lot, in whole or in part, until the developer provides for the required residential, commercial and visitor parking and related features.

6.3.6.No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required residential, commercial and visitor parking and a letter of confirmation is submitted by the architects assuring that the facilities satisfy the City's objectives.

6.3.7.No occupancy shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part, until the required residential, commercial and visitor parking and related features are completed and have final Building Permit\* inspection granting occupancy.

6.4. Transportation Demand Management (TDM):

Registration of a legal agreement to secure the property owner's voluntary commitment to provide, at their sole cost, various Transportation Demand Management (TDM) measures for the purpose of facilitating alternative

modes of transportation to support the site . TDM strategies as determined to the satisfaction of the Director of Transportation are below:

- 6.4.1. Transit Pass Program at Parcel 8: Registration of a legal agreement on title to ensure the execution and completion of a transit pass program, including the following method of administration and terms:
- i) Provide two years of two-zone monthly transit passes for 100% of market rental and affordable rental units. The approximate value of this is \$982,872.
  - i) Letter of Credit provided to the City for 100% of the transit pass program value.
  - ii) Administration by TransLink, housing society or management company. The owner is not responsible for the monitoring of use of the transit passes but only noting number of “subscribed” users to the program, until full unit count is exhausted over a period of two year.
  - iii) If the transit pass program is not fully subscribed within two years, the program is to be extended until the equivalence of the cost of the full two year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the third year, the remaining funds equivalent to the value of the unsubscribed transit passes are to be transferred to the City of Richmond for alternate transportation initiatives at the City’s discretion.
  - iv) The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy and sales agreement.
- 6.4.2. Car-Share Parking, Vehicles and Membership for Parcel 8: Registration of a legal agreement on title requiring that no development shall be permitted on Parcel 8, restricting Development Permit\* issuance until the developer provides for parking for the lot’s required proportion of two (2) car-share vehicles together with electric vehicle (EV) charging stations, car-share vehicles, contractual arrangements with car-share operator, and car-share service membership, all to the satisfaction of the City. More specifically, the two (2) car-share parking stalls and two (2) vehicle requirements shall include the following:
- i) The car-share parking spaces shall be located together on the ground floor where they will be with safe, convenient, universally-accessible, and provide for 24/7 public pedestrian and vehicle access.
  - ii) The car-share spaces shall be provided in addition to residential visitor parking requirements.
  - iii) The car-share spaces shall be equipped with electric vehicle (EV) quick-charge (240V) charging stations for the exclusive use of car-share vehicles parked in the required car-share spaces.
  - iv) Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
  - v) “No development” shall be permitted on the lot, restricting Development Permit\* issuance, until the developer:
    - a. Designs the lot to provide for the required car-share facility, including car-share parking spaces, 24/7 public access for vehicles and pedestrians, and related features (eg. EV 240V chargers, signage).
    - b. Secures the car-share facility on the lot via a statutory right-of-way(s) and easement(s) registered on title and/or other legal agreements.
    - c. Registers legal agreement(s) on title requiring that, unless otherwise agreed to in advance by the City, in the event that the car-share facility is not operated for car-share purposes as intended via the subject rezoning application (eg. operator’s contract is terminated or expires), control of the car-share facility shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facility shall be used going forward.
  - vi) No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required car-share facility.
  - vii) “No occupancy” shall be permitted on the lot, restricting final Building Permit\* inspection granting occupancy for any building, in whole or in part, until the developer:
    - a. Completes the required car-share facility on the lot and it has received final Building Permit\* inspection granting occupancy.
    - b. Enters a contract with a car-share operator for the operation of the car-share spaces on the lot for a minimum term of three (3) years, which contract shall include, that:
      - i. The required car-share facility and vehicles(s) will be 100% available for use upon Building Permit\* inspection granting occupancy of the first building of the lot, in whole or in part

(excluding parking intended as an ancillary use to non-parking uses), unless otherwise determined to the satisfaction of the car-share operator and the City.

- c. Car-share Membership Program at Parcel 8: Registration of a legal agreement on title to ensure the execution and completion of a car-share membership program, including the following method of administration and terms:
  - i. Provide car-share service membership tied to the unit and not the occupant for 100% of market rental and affordable housing units.
  - ii. Letter of Credit provided to the City for 100% of car-share membership program value in the amount of \$73,500.
  - iii. Administration by car-share service, housing society or management company. The owner is not responsible for the monitoring of use of car-share membership but only noting number of “subscribed” users to the program.
- d. If the car-share membership is not fully subscribed within two years, the program is to be extended until the equivalence of the cost of the full car share program has been exhausted. Should not all car share memberships be utilized by the end of the third year, the remaining funds equivalent to the value can be discharged.
  - i. The availability and method of accessing the car-share memberships is to be clearly explained in the tenancy agreement.

6.4.3. Enhanced Bicycle Facilities at Parcel 2, Parcel 5 and Parcel 8: The developer/owner shall, at its sole cost, design, install, and maintain on the lot, to the satisfaction of the City as determined via the Development Permit\*:

- i) Bicycle maintenance and repair facility: One bicycle maintenance and repair facility for each of Parcel 2, Parcel 5 and Parcel 8 for the shared use of all residents within each parcel, including bicycle repair stand (with tools), foot pump, faucet, house and drain for bicycle washing. A note is required on the Building Permit\* and Development Permit\*. Appropriate signage is required.
- ii) Provision of standard 120V outlets for 25% of the proposed Class 1 bicycle parking spaces to allow for electric bicycle charging.
- iii) Enhanced Class 2 Bicycle Parking:
  - a. Provision of 64% of required Class 2 bicycle parking shall be provided indoors with weather protection.
- iv) “No development” shall be permitted, restricting Development Permit\* issuance for any building on the lot, until the developer provides for the required enhanced bicycle facilities.
- v) No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required enhanced bicycle facilities and a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City requirements.
- vi) “No occupancy” shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part, until the required enhanced bicycle facilities are completed and have received final Building Permit\* inspection granting occupancy.
- vii) The developer/owner shall, at its sole cost, design, install and maintain on the lot, to the satisfaction of the City as determined via the Servicing Agreement\*:
  - a. Bicycle maintenance area: A bicycle maintenance area for visitors in a covered area within the greenway between Parcels 2 and 5.

6.4.4. EV Ready Visitor Parking Spaces: The developer will provide Level 2 240 Volt Plug-ins for 25% of the proposed visitor parking spaces, with four outlets on a 40-amp branch breaker.

#### 6.5. Mobility Hubs:

- 6.5.1. The property owner is required to undertake transportation related improvements, including the introduction of a Interim City Scale Mobility Hubs within the western portion of the Lansdowne site, with the understanding that the ultimate condition/standard will be implemented in a later phase of development (Phase 6). An Interim Mobility Hub 1 is to be provided starting in Phase 1A and to be completed in Phase 2. Registration of a legal agreement securing Interim Mobility Hub 1 as a condition of the first rezoning in Phase 1A, and registration of a legal agreement securing the final Mobility Hub 1 as a condition of the first

rezoning: Mobility hub generally to follow Interim Mobility Hub Plan (November 2022) and Lansdowne Mobility Hub Vision (January 2021) and are summarized below:

**TABLE 2**

<b>Interim Mobility Hub 1 (Interim City Scale Mobility Hub). No rezoning of Phase 1A conditional to registration of legal agreement securing the following:</b>	
Timing	Interim Mobility Hub 1 would be introduced in Phase 1A and completed in Phase 2. Interim Mobility Hub 1 would remain in place until its replacement by the permanent Mobility Hub 1.
Intention	Shared by users of the existing shopping centre and residents of the initial phases of development.
Location	Private property abutting the future Civic Plaza with elements on both sides of the Future East-West Road by Parcels 1A and 1B.
Features include but are not limited to:	Accessible parking spaces (5), EV charging spaces (12), pick up/drop off, taxi/ride hailing spaces (5), service vehicle parking, enhanced pedestrian and micromobility connections, shared bike and micro-mobility parking area, enhanced class 2 secured bike parking and provision for electrical connection (min 15), seating, weather protection, enhanced connections to Phase 1A, wayfinding, and shuttle/Handydart layby parking.

6.5.2.No development shall be permitted, restricting Development Permit\* issuance for a building on the lot, in whole or in part, until the developer provides the related TDM design as approved by the City.

6.5.3.No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required TDM measures including a letter by the engineers assuring that the facilities satisfy the City’s objectives.

6.5.4.No occupancy shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part, until the required TDM measures are implemented and have final Building Permit\* inspection granting occupancy.

**7. (Loading Supply)** Registration of a restrictive covenant or alternative legal agreement(s) to the satisfaction of the City, securing the owner’s commitment to provide total of seven (7) medium size loading spaces are proposed as part of the rezoning:

7.1. Parcel 2:

7.1.1.Residential Loading: Provision for two (2) Medium Loading spaces with minimum dimensions of 9.1m (L) by 3.0m (W) by 3.8m (H).

7.1.2.Commercial Loading: Provision for one (1) Medium Loading spaces with minimum dimensions of 9.1m (L) by 3.0m (W) by 3.8m (H).

7.2. Parcel 5:

7.2.1.Residential Loading: Provision for two (2) Medium Loading spaces with minimum dimensions of 9.1m (L) by 3.0m (W) by 3.8m (H).

7.3. Parcel 8:

7.3.1.Residential Loading: Provision for two (2) Medium Loading spaces with minimum dimensions of 9.1m (L) by 3.0m (W) by 3.8m (H).

**8. (Site Access)** Driveway Crossings: Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to limit vehicle access to/from the subject site as a condition of the applicable rezoning. Requirements shall be confirmed to the satisfaction of the City, on a lot-by-lot basis, prior to rezoning, Development Permit\* and Servicing Agreement\* issuance.

8.1. Parcel 2:

8.1.1.One (1) driveway crossing, along Hazelbridge Way at E-W Mews.

8.1.2.One (1) site access off East-West Mews (permitting full movement in the interim and left-in and right-out traffic movements only in the ultimate when adjacent development completes and E-W Mews between Parcel 2 and 5 is converted to emergency access only and pedestrianized).

8.2. Parcel 5:

8.2.1.One (1) driveway crossing, along Cooney Road at E-W Mews.



8.2.2. One (1) site access off East-West Mews (permitting full movement in the interim and right-in and left-out traffic movements only in the ultimate when adjacent development completes and E-W Mews between Parcel 2 and 5 is converted to emergency access only and pedestrianized).

8.3. Parcel 8:

8.3.1. One (1) driveway crossing, along Kwantlen Street at E-W Mews.

8.3.2. One (1) site access off East-West Mews (permitting full movement in the interim and right-in and left-out traffic movements only in the ultimate when adjacent development completes).

9. **(Tree Removal, Replacement, & Relocation)** Removal and protection of on-site and City trees, providing tree replacement and tree survival securities entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule D), including:

9.1. Landscape Plan :

Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:

- i) include a mix of coniferous and deciduous trees;
- i) include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
- ii) include the 144 required replacement trees with the following minimum sizes:

TABLE 3

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
144	6 cm		4 m

If required replacement trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$768/tree to the City’s Tree Compensation Fund for City planting is required.

9.2. On-Site Tree Protection:

9.2.1. Certified Arborist Contract: Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the two on-site trees to be protected (tag# 245, 246). The contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

9.2.2. Tree Protection Fencing: Installation of appropriate tree protection fencing around all trees to be retained (tag #245-246) as part of the development prior to any construction activities, including building demolition, occurring on-site.

9.3. City Trees:

9.3.1. City Tree Removal Compensation:

The value of the developer’s voluntary contribution is \$20,736 towards the City’s Tree Compensation Fund for tree planting elsewhere in the City in compensation for the removal of 11 existing City trees in the eastern portion of central boulevard along Alderbridge Way (tag# 736-746).

9.3.2. City Tree Replacement:

27 replacement trees need to be planted on city property for the removal of 11 existing City trees in the eastern portion of central boulevard along Alderbridge Way (tag# 736-746).

9.3.3. City Tree Survival Security:

- i) Alderbridge Way Central Boulevard:

Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$158,720.00, to secure the required protection of 16 existing City trees along the central boulevard along Alderbridge Way (tag# 747-762), at the developer’s sole cost, through the project’s Development Permit\* processes. Subject to tree survival, the security is to be released 90% at completion of Development Permit works and the remaining 10% at the end of a one-year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the

planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

ii) Tree Survival Security Agreements:

Execution of legal agreements with respect to each tree survival security regarding use and return of each security, to the satisfaction of the City.

iii) Certified Arborist Contract:

Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the City trees to be protected. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

iv) Tree Protection Fencing:

Installation of appropriate tree protection fencing around all City trees to be retained as part of the development prior to any construction activities.

10. **(Mixed Use)** Registration of a covenant on title that identifies the building on Parcel 2, shown as Lot 1 on the Preliminary Subdivision Plan (Schedule A) as a mixed use building.

11. **(Mixed-Use Noise)** Registration of a legal agreement on title that identifies the building as a mixed use building, and indicating that they are required to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal non-residential use from penetrating into residential areas on-site and on neighbouring sites that exceed noise levels allowed in the City’s Noise Bylaw and noise generated from rooftop HVAC units will comply with the City’s Noise Bylaw.

12. **(Aircraft Noise Covenant)** Registration of an aircraft noise sensitive use covenant on title.

13. **(Aircraft Noise Design)** Registration of a legal agreement on title identifying that the proposed development must be designed and constructed in a manner that mitigates potential aircraft noises to the proposed dwelling units. Dwelling units must be designed and constructed to achieve:

13.1. CMHC guidelines for interior noise levels as indicated in the chart below:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

13.2. the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard for interior living spaces.

14. **(Flood Construction)** Registration of a flood indemnity covenant on title as per Flood Plain Designation and Protection Bylaw No. 8204, Area “A”.

14.1. Flood Control Level (FCL) applies. Other than vehicle and bicycle parking, no other use is permitted below FCL.

15. **(View and Other Development Impacts)** Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.

16. **(Affordable Housing)** The City’s acceptance of the developer’s offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish, at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City’s standard Housing Agreement and Covenant on title to secure the affordable housing units. The form of the Housing Agreement and Covenant shall be agreed to by the developer and the City prior to final adoption of the subject rezoning; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit\* and other non-materials changes resulting thereof and made necessary by the Development Permit\* approval requirements, as determined to the satisfaction of the Director of Development and Director, Community Social Development. The

terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.

- 16.1. The required minimum floor area of the affordable (low-end market rental) housing shall be equal to a combined habitable floor area of 10,857 m<sup>2</sup> (116,867 ft<sup>2</sup>) or at minimum the net ('habitable') area of the LEMR units must equal 15 percent of the total net residential area,
- 16.2. All affordable housing units shall be maintained under single ownership (within one air space parcel or one strata lot or legal agreement to the satisfaction of the Director of Development).
- 16.3. The imposition of any place age-based restrictions on occupants of any affordable housing unit is prohibited.
- 16.4. The developer shall, as generally indicated in the table below:
  - i) Ensure that the types, sizes, rental rates, and occupant income restrictions for the affordable housing units are in accordance with the City's Affordable Housing Strategy and guidelines for Low End Market Rental (LEMUR) housing, unless otherwise agreed to by the Director of Development and Director, Community Social Development; and
  - ii) Achieve the Project Targets for unit mix and Basic Universal Housing (BUH) standard compliance or as otherwise determined to the satisfaction of the Director, Community Social Development through an approved Development Permit\*.

**TABLE 4**

Unit Type	Affordable Housing Strategy Requirements (1) (2)			Project Targets (2)	
	Minimum Unit Area	Maximum Monthly Unit Rent**	Total Maximum Household Income**	Unit Mix	BUH
Studio	400 ft <sup>2</sup>	\$811	\$34,650 or less	7.8% (11 units)	100%
1 Bed Room	535 ft <sup>2</sup>	\$975	\$38,250 or less	26.2% (37 units)	100%
2 Bed Room	741 ft <sup>2</sup>	\$1,218	\$46,800 or less	34.0% (48 units)	100%
3 Bed Room	980 ft <sup>2</sup>	\$1,480	\$58,050 or less	32.0% (45 units)	100%
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>100% (141 units)</b> <b>10,857 m<sup>2</sup> (116,867 ft<sup>2</sup>)</b>	<b>100%</b>

- (1) May be adjusted periodically, as provided for under City policy.
- (2) Project Targets may be revised through an approved Development Permit\* process provided that at least 141 LEMR units are provided.

16.5. Single ownership is required for the affordable housing units (single owner for all affordable housing units). The affordable housing unit locations are to be determined to the satisfaction of the Director of Development and Director, Community Social Development through an approved Development Permit\*. The clustering of units, as proposed, is supportable provided a non-profit operator is secured to manage the LEMR units.

NOTE: The applicant has indicated to the City that it plans to pursue an agreement with a non-profit organization to manage the development's required LEMR units. To support this partnership, the City is willing to accept clustering of the required units and, in light of this, recommends clustering of other building features intended for the exclusive use of the affordable housing tenants (e.g., parking and Class 1 bike storage). Prior to Development Permit\* approval, the applicant is requested to submit, for consideration by the City, a memorandum of understanding with a non-profit operator(s) demonstrating, among other things, support for the developer's proposed clustered affordable housing unit arrangement.

- 16.6. Occupants of the affordable housing units shall, to the satisfaction of the City (as determined prior to Development Permit\* approval), enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit\* requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).
- 16.7. On-site parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit\* at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the on-site parking spaces, bike storage, EV charging stations, or related

facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit\* issuance.

16.8. The affordable housing units, related uses (e.g., parking, garbage/recycling, hallways, amenities, lobbies), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director, Community Social Development.

16.9. “No development” shall be permitted, restricting Development Permit\* issuance for any building in whole or in part, until the developer, to the City’s satisfaction:

- i) Designs the lot to provide for the affordable housing units and ancillary spaces and uses;
- ii) If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the affordable housing units and ancillary spaces and uses as per the approved Development Permit\*; and
- iii) As required, registers additional legal agreements on title to the lots to facilitate the detailed design, construction, operation, and/or management of the affordable housing units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the Development Permit\* review and approval processes.

16.10. No Building Permit\* shall be issued for any building, in whole or in part, until the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.

16.11. “No occupancy” shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building, in whole or in part, until the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit\* inspection granting occupancy.

**17. (Market Rental Housing)** Entering into a Market Rental Agreement and registration of a Covenant for the provision of market rental housing on Parcel 8, shown as Lot 3 in the Preliminary Sub-division Plan (Schedule A) to the satisfaction of the City. The terms shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.

17.1. The required minimum floor area of the market rental housing building shall be equal to a combined habitable floor area of at least 9,438 m<sup>2</sup> (101,594 ft<sup>2</sup>), or at minimum the net (‘habitable’) area of the Market Rental units must comprise 15 percent of the total net residential floor area of the development (excluding LEMR floor area).

17.2. All market rental housing units shall be maintained under single ownership (within one air space parcel or one strata lot) on a lot-by-lot basis.

17.3. Occupants of the units subject to the market rental agreement shall enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit\* requirements.

17.4. Occupants of the units subject to the market rental agreement shall enjoy full and unlimited access to and use of the following at no additional charge (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use):

17.4.1. All indoor amenity spaces and outdoor amenity spaces provided for residents of the building as per OCP, City Centre Area Plan, and Development Permit\* requirements.

17.4.2. All parking, “Class 1” bike storage, and related electric vehicle (EV) charging stations provided for the use of market rental housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit\* requirements.

17.5. The terms of the market rental agreement shall indicate that they apply in perpetuity and provide for the following:

17.5.1. Ensure that Basic Universal Housing features shall be provided in a minimum of 100% of the market rental housing units in accordance with the OCP Market Rental Policy.

17.5.2. Achieve following the Unit Mix or as otherwise determined to the satisfaction of the Director of Development through an approved Development Permit\*.

**TABLE 5**

Unit Type	Min. Unit Area	Unit Mix (1)	BUH (1)
Studio	37m <sup>2</sup> (400 ft <sup>2</sup> )-	12.7 44.6% (22 units) 20	12.7 44.6% (22 units) 20
1-bedroom	43m <sup>2</sup> ( 463 ft <sup>2</sup> )	42.7 40.4% (61 units) 67	42.7 40.4% (61 units) 67

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2-bedroom	61m <sup>2</sup> (660 ft <sup>2</sup> )	<del>38.245.9%</del> (68 units)60	<del>38.245.9%</del> (68 units) 60
3-bedroom	87 m <sup>2</sup> (935 ft <sup>2</sup> )	6.4% (10 units)	6.4% (10 units)
<b>Total</b>	<b>N/A</b>	<b>157 <del>154</del> Units</b>	<b>100% (<del>154</del> units)157</b>

(1) Unit area and unit mix in the above table may be adjusted through the Development Permit Process

17.6. “No development” shall be permitted, restricting Development Permit\* issuance for a building on Lot 1 (Parcel 2) and Lot 2 (Parcel 5) as shown in Preliminary Subdivision Plan (Schedule A), in whole or in part, until the developer:

17.6.1. Designs the Lot 3 (Parcel 8) to provide for the market rental housing units and ancillary spaces;

If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the market rental housing units and ancillary spaces as per the approved Development Permit\*.

17.7. No Building Permit\* shall be issued for a building on Lot 1 (Parcel 2) and Lot 2 (Parcel 5) as shown in Preliminary Subdivision Plan (Schedule A), in whole or in part, until the developer provides for the required market rental housing units and ancillary spaces.

17.8. “No occupancy” shall be permitted, restricting final Building Permit\* inspection granting occupancy for any building on Lot 1 (Parcel 2) and Lot 2 (Parcel 5) as shown in Preliminary Subdivision Plan (Schedule A), in whole or in part, until the required market rental housing units and ancillary spaces are completed and have received final Building Permit\* inspection granting occupancy.

**18. (Housing Tenure)** Registration of a restrictive covenant prohibiting

18.1. the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and

18.2. the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

**19. (Public Art – On-Site)** City acceptance of the developer’s offer to make a voluntary contribution towards the City’s Public Art Fund, the terms of which shall include the following:

19.1. The value of the developer's voluntary public art contribution shall be based on the Council-approved rates for residential and non-residential uses and the maximum buildable floor area permitted under the subject site’s proposed zoning, excluding floor area associated with affordable housing and market rental, as indicated in the table below.

**TABLE 6**

Use	Minimum Developer Contribution Rate	Maximum Permitted Floor Area (after exemptions)	Minimum Voluntary Cash Contribution
Residential	\$0.99/ ft <sup>2</sup>	610,195.32 ft <sup>2</sup>	\$ 604,093.36
Commercial	\$0.52/ ft <sup>2</sup>	7,114.94 ft <sup>2</sup>	\$ 3,699.77
<b>Total</b>	<b>Varies</b>	<b>617,310.26 ft<sup>2</sup></b>	<b>\$ 607,793.14</b>

19.2. In the event that the contribution is not provided within one year of the application receiving third reading of Council (i.e. Public Hearing), the contribution rate (as indicated in the table in item a) above) shall be increased annually thereafter based on the Statistics Canada Consumer Price Index (All Items) – Vancouver yearly quarter-to-quarter change, where the change is positive.

19.3. Prior to adoption of a rezoning bylaw for the first rezoning of the subject site, a Public Art Master Plan for the entire Lansdowne Development (excluding Major Park area) is required to be undertaken through a separate process led by the Public Art Planner and undertaken by the property owner, and is to be completed to a level deemed acceptable by the Director, Arts, Culture and Heritage Services and Director, Development.

19.4. Prior to rezoning bylaw adoption, the developer shall submit a Public Art Plan, for the subject site, to the satisfaction of the Director, Arts Culture and Heritage Services. The Public Art Plan shall be:

19.4.1. Prepared by an appropriate professional.

19.4.2. Based on a contribution value of at least the total amount indicated in the table in item a) above.

19.4.3. Consistent with applicable City policies and objectives (for example, the Richmond Public Art Program, City Centre Public Art Plan, Capstan Public Art Plan and other relevant supplementary public art and



heritage planning that may be undertaken by the City), as determined to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

19.4.4. Presented for review(s) by the Public Art Advisory Committee and endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services.

19.4.5. NOTE: For contributions with a cumulative budget over \$250,000, the Public Art Plan is presented for Council approval prior to Building Permit\* issuance.

19.4.6. Implemented by the developer, as required by legal agreement(s) registered on Title to prior to rezoning adoption.

19.5. "No development" shall be permitted on the subject site, restricting Development Permit\* issuance for any building on the lot, in whole or in part (excluding parking), until the developer, to the City's satisfaction:

19.5.1. Enters into additional legal agreement(s), if any, required to facilitate the implementation of the City approved Public Art Plan, which may require that, prior to entering into any such additional agreement(s), a Detailed Public Art Plan is submitted by the developer for the subject site and/or an artist is engaged, to the satisfaction of the City (as generally set out in the legal agreement entered into and the Public Art Plan submitted prior to rezoning adoption).

19.5.2. Submits a Letter of Credit or cash security or cash contribution (as determined in the sole discretion of the City) to secure the developer's implementation of the Public Art Plan, the collective value of which shall be at least \$607,793.14, including \$30,389.66 as a cash contribution equal to 5% of the total amount indicated in the table in item a) above (\$607,793.14) and a Public Art security Letter of Credit in the amount of \$577,403.48, being the total amount identified in item a) above.

19.6. "No occupancy" shall be permitted on the subject site, restricting final Building Permit\* inspection granting occupancy of the building (exclusive of parking), in whole or in part, on the subject site until:

19.6.1. The developer, at the developer's sole cost and expense, commissions one or more artists to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork, and causes the public artwork to be installed on City owned site, if expressly permitted by the City in writing and pre-approved by Council, or within a statutory right-of-way on the subject site (which right-of-way shall be to the satisfaction of the City and secured by one or more legal agreements for rights of public passage, public art, and related purposes including maintenance, in accordance with the City-approved Public Art Plan and, as applicable, Detailed Public Art Plan).

19.6.2. The developer, at the developer's sole cost and expense and within 30 days after the date on which the applicable public art is installed in accordance with the City-approved Public Art Plan, executes and delivers to the City a transfer of all of the developer's rights, title, and interest in the public artwork to the City if on City property or to the subsequent strata corporation if on the subject site (including transfer of joint worldwide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services.

19.6.3. NOTE: It is the understanding of the City that the artist's title and interest in the public artwork will be transferred to the developer upon acceptance of the artwork based on an agreement solely between the developer and the artist and that these interests will in turn be transferred to the City, subject to approval by Council to accept the transfer of ownership of the artwork.

19.6.4. The developer, at the developer's sole cost and expense, has submitted a final report to the City, to be submitted promptly after completion of the installation of the public art in accordance with the City-approved Public Art Plan, which report, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, includes:

- i) Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
- ii) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer's financial obligation(s) to the artist(s) have been fully satisfied;
- iii) The maintenance plan for the public art prepared by the artist(s);

iv) Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

19.7. As an alternative to the provision of public art on-site, the developer may offer to make a voluntary cash contribution in lieu; provided that the value of such voluntary public art contribution shall be at least the total amount indicated in the table in item a) above. In this case, the requirements of d) through f) above will not apply.

20. **(Community amenity contribution):** As per the OCP amendment/ Master Development Agreement, the commitment is:

20.1. In satisfaction of the Urban Core Transect (T6) and the Village Centre Bonus Area density bonusing provisions (all as described in the CCAP), with particulars to be determined through the Rezoning Application processes. Without limiting the City’s discretion, it is anticipated that the cumulative area associated with the foregoing will be as follows:

20.1.1. approximately 1,778 square meters (19,140 square feet) of childcare space or cash equivalent associated with area designated as Urban Core Transect (T6); and

20.1.2. approximately 3,196 square meters (34,400 square feet) for either childcare space or another type of community facility, or cash equivalent associated with the area designated as Village Centre Bonus Area

20.1.3. for a total cumulative area of approximately 4,975 m<sup>2</sup> (53,550 ft<sup>2</sup>) of the Community Amenity Space, Cash in Lieu, or a mix of the two. The Owner acknowledges and agrees that, except as set out in section 14.2 [Community Amenity – Process], the location, configuration and mix of Community Amenity Space and Cash in Lieu remains at the discretion of the City Council

20.2. Based on a review of the current development proposal for Phase 1A, staff confirm that no provision of a physical child care facility/Early Childhood Development Hub space is required to be incorporated into the subject development and recommend that a cash- in-lieu contribution be accepted in lieu of on-site amenity space towards the “Interim Amenity Security” in compliance with the OCP and Master Phasing and Amenities Agreement, prior to rezoning bylaw adoption, of \$ 5,416,148.01 based on the equivalent-to-construction-value rate of \$871.00 per square foot and 5% of the site’s maximum permitted VCB bonus floor area and 1% of total Residential building area for Area within Urban Core Transect (T6 area). If the payment is not made within one year of third reading of the zoning amendment bylaw, the Council-approved “equivalent to construction value” community amenity contribution rate in effect for the City Centre at the time of final reading of the zoning amendment bylaw will be applicable. A summary is provided below:

TABLE 7

VCB Bonus Area	5% of Maximum VCB Bonus Floor Area	Rate	Minimum Interim Amenity Security
661m <sup>2</sup> (7,115 ft <sup>2</sup> )	33.05m <sup>2</sup> (355.75 ft <sup>2</sup> )	\$871/ ft <sup>2</sup>	\$ 309,858.25
Urban Core Transect (T6) Bonus Area	1% of total residential building area	Rate	Minimum Interim Amenity Security
54,465m <sup>2</sup> (586,256 ft <sup>2</sup> )	544.65m <sup>2</sup> (5,862.56 ft <sup>2</sup> )	\$871/ ft <sup>2</sup>	\$ 5,106,289.76
<b>Total</b>			<b>\$ 5,416,148.01</b>

20.3. The City is interested in the provision of a physical child care facility/Early Childhood Development Hub and understand that this amenity would be realized in Phase 7 of the Lansdowne Development as per the OCP amendment. As a condition of completion of any first Rezoning with respect to Phase 7, or as otherwise directed by City Council in connection with such first Rezoning Application, the owner will enter into further agreement in accordance to Section 14.2 as part of the Master Development Agreement. The Interim Amenity Security provided as part of each Rezoning Application upto to the first Rezoning Application of Phase 7 will be replaced in accordance to Section 14.2 (b) (iii) as per the Master Development Agreement.

21. **(District Energy Utility (DEU):** Registration of a restrictive covenant and statutory right of way and/or alternative legal agreement(s), to the satisfaction of the City, **ENCL-1495** owner's commitment to connect to District Energy

Initial: \_\_\_\_\_

Utility (DEU) and granting the statutory right of way(s) necessary for supplying the DEU services to the building(s), which covenant and statutory right of way and/or legal agreement(s) will include, at minimum, the following terms and conditions:

- 21.1. No Building Permit\* will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering.
- 21.2. No Building Permit\* will be issued for a building on the subject site unless if, prior to issuance of the Development Permit\*, for the subject site the City and the City's DEU service provider, LIEC have provided the owner with written notice that:
  - 21.2.1. the interim low carbon energy plant to provide cooling to the Phase 1 building(s) is to be located on-site, and the Phase 1 building(s) will connect to a DEU for the provision of heating and domestic hot water heating, the owner:
    - i) designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), the building(s) on the subject site to connect to and be serviced by a DEU for the provision of heating, cooling and domestic hot water heating, and to an onsite interim low carbon energy plant (cooling) for the provision of cooling, as directed by the City's service provider, LIEC;
    - ii) designs, to the satisfaction of the City and the City's DEU service provider, LIEC, an interim low carbon energy plant to provide cooling to the Phase 1 building(s), as directed by the City's service provider ,LIEC, to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU;
    - iii) enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the DEU works constructed on-site (including but not limited to the interim low carbon energy plant (cooling), and any service connections and energy transfer stations) to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site. Such restrictive covenant and/or asset transfer agreement shall include a warranty from the owner with respect to the DEU works constructed on-site (including but not limited to the interim low carbon energy plant (cooling), and any service connections and energy transfer stations)) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City;
    - iv) provides a cash in lieu contribution equivalent to the additional construction and installation costs that the owner would otherwise have incurred if the interim low carbon energy plant onsite was to provide any combination of heating, cooling, and/or domestic hot water heating to the Phase 1 building(s), rather than solely to provide cooling to the Phase 1 building(s). Such cost differential will be determined by a third party quantity surveyor agreed to between the parties, and who's costs shall be paid by the owner; and
    - v) provides a statutory right of way on the subject site to the City to permit the construction, maintenance, and repair of any on-site interim low carbon energy plant (cooling) and the on-site DEU infrastructure required for the purposes of heating, cooling, and domestic hot water heating, including but not limited to any service connections and energy transfer stations, by or on behalf of the City and LIEC on the subject site. or
  - 21.2.2. the interim low carbon energy plant to provide heating, cooling, and domestic hot water heating to the Phase 1 building(s) is to be located on-site, the owner:
    - i) designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), the building(s) on the subject site to connect to and be serviced by a DEU for the provision of heating, cooling and domestic hot water heating, and by the interim low carbon energy plant, as directed by the City's service provider, LIEC;
    - ii) designs, to the satisfaction of the City and the City's DEU service provider, LIEC, an interim low carbon energy plant to provide heating, cooling and domestic hot water heating to the Phase 1 building(s), as directed by the City's service provider, LIEC, to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU;



- iii) enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the DEU works constructed on-site (including but not limited to the interim low carbon energy plant, and any service connections and energy transfer stations) to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site. Such restrictive covenant and/or asset transfer agreement shall include a warranty from the owner with respect to the on-site DEU works (including the interim low carbon energy plant and any service connections and energy transfer stations) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City; and
- iv) provides a statutory right of way on the subject site to the City to permit the construction, maintenance, and repair of any on-site interim low carbon energy plant and the on-site DEU infrastructure required for the purposes of heating, cooling, and domestic hot water heating, including but not limited to any service connections and energy transfer stations, by or on behalf of the City and LIEC on the subject site.

The owner will not transfer the interim low carbon energy plant (cooling) or the interim low carbon energy plant, as applicable, if constructed by or on behalf of the owner, to any entity other than the City or LIEC, including to any strata corporation, without the prior written consent of the City.

- 21.3. The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC, including without limitation that the owner agrees that, upon direction by the City and/or LIEC to connect, the building(s) will connect to the centralized low carbon energy plant (phase 2) once it is constructed and available for connection, unless otherwise agreed to in writing by the City.
- 21.4. If a DEU, including any on-site interim or centralized low carbon energy plant, is available for connection for heating, cooling, and/or domestic hot water heating, and the City has directed the owner to connect to the DEU in respect of one or more of heating, cooling, and/or domestic hot water heating, no final building inspection permitting occupancy of a building will be granted unless, and until:
  - 21.4.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU for heating, cooling and domestic hot water heating;
  - 21.4.2. as directed by the City's service provider, the building is connected to the DEU, and if such DEU is an on-site interim low carbon energy plant supplied and installed by or on behalf of the owner, at the owner's sole cost, to provide heating, cooling, and/or domestic hot water heating to the Phase 1 building(s), such energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
  - 21.4.3. if constructed by the owner, the owner transfers ownership of the on-site interim low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - 21.4.4. if constructed by the owner, the owner transfers ownership of on-site DEU infrastructure (including but not limited to any service connections and energy transfer stations on the subject site), to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - 21.4.5. prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
  - 21.4.6. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.
- 21.5. If a DEU is not available for connection for cooling, but a low carbon energy plant (cooling) has been required on-site pursuant to the above prior to the issuance of the Development Permit\* for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
  - 21.5.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU for cooling;
  - 21.5.2. the building is connected to the on-site interim low carbon energy plant (cooling) supplied and installed by the owner, at the owner's sole cost, to provide cooling to the building(s), as directed by the City's service

provider, which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;

- 21.5.3. if constructed by the owner, the owner transfers ownership of the on-site interim low carbon energy plant (cooling) on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - 21.5.4. if constructed by the owner, the owner transfers ownership of on-site DEU infrastructure (including but not limited to any service connections and energy transfer stations on the subject site), to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
  - 21.5.5. prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
  - 21.5.6. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the interim low carbon energy plant (cooling) by the City and/or the City's DEU service provider, LIEC.
- 21.6. If a DEU is not available for connection for heating and domestic hot water heating, no final building inspection permitting occupancy of a building will be granted until:
- 21.6.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU (DEU ready); and
  - 21.6.2. the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).

(Note: Phase 1 referred in the above section 21, includes Phase 1A- Parcels, 2, 5, 8 and future Parcels 9, 10)

**22. (Energy Step Code Requirements):** As per City policy:

- 22.1. Residential buildings with 6 stories or less require a Step 4 or Step 3 with low carbon energy system.
  - 22.1.1. Residential buildings greater than 6 stories require a Step 3 or Step 2 with low carbon energy system.
  - 22.1.2. Retail portions require Step 3 or alternatively Step 2 with low carbon energy system.
  - 22.1.3. Amenity: Conform to Part 8 of the National Energy Code of Canada for Buildings.
  - 22.1.4. In case of a combination of occupancies in a single building, a weight-averaging method applies to calculate target TEDI and MEUI; or alternatively, the major occupancy (residential) could be assumed for the entire building
  - 22.1.5. As part of the rezoning application, a statement must be provided by the Coordinating Registered Professional, confirming that the applicable Energy Step Code performance targets have been considered in the proposed design. (Note: The consideration has been satisfied. REDMS#7498376)

**23. (Electric Vehicle Charging):**

- 23.1. All residential parking shall be equipped with EV charging infrastructure. EV outlets will need to be supplied with energized outlets in order to support EV charging, with each parking space capable of receiving "Level 2" charging at a performance level of at least 12 kWh within a max 8-hour period.
- 23.2. For parking associated with uses other than residential:
  - 23.2.1. 35% of parking spaces shall feature an energized outlet capable of providing Level 2 charging or higher to the parking space; and
  - 23.2.2. An additional 10% of parking spaces shall feature opportunity charging.
- 23.3. Notwithstanding 23.2:
  - 23.3.1. An alternate allocation of energized outlets may be provided if the total installed capacity of the electrical circuits for Level 2 charging meets or exceeds 1.25 kW multiplied by the total number of parking spaces subject to 22.2 and
  - 23.3.2. DC fast charging infrastructure may be used to meet some or all of the requirements of 36.c-i with the approval of Director of Building Approval

**24. (Servicing Agreement\* - SA)** Enter into a Servicing Agreement(s)\* for the design and construction, at the developer's sole cost, of full upgrades across the subject site's street frontages, together with various engineering, transportation, parks and sustainability works, to the satisfaction of the City, which include, but may not be limited to the following.

**24.1. Frontage Works:**

The developer shall be responsible for the design and construction of the frontage works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not be limited to, the following.

The following cross-sections are intended to be "typical". The approved design may be required to vary from the "typical" conditions to address site-specific conditions and/or requirements, as determined to the sole satisfaction of the City through the SA design/approval processes. While the list below provides a general description of the minimum frontage work requirements to the standards of which are schematically shown in the approved road functional plan prepared by Aplin Martin, the exact details and scope of the frontage works to be completed by the developer will be confirmed through the detailed design (SA) process to the satisfaction of the City.

NOTE: In addition to the following, landscape features are required to the satisfaction of the City, as determined via the SA and Development Permit\* review and approval processes. Landscape improvements may include, but shall not be limited to, street trees, landscaped boulevards, hard- and soft-scape features, street furnishings, and decorative paving. Measures that enhance the viability of City street trees are encouraged (e.g., continuous soil trenches, silva cell system, etc.), taking into account necessary coordination with City/private utilities and other infrastructure, as determined to the City's satisfaction.

**24.1.1. Alderbridge Way (Between No.3 Road and Kwantlen Street):**

- i) Maintain two existing eastbound traffic lanes.
- ii) 0.15 m wide curb and gutter.
- iii) 1.5 m wide grassed/treed boulevard or other hardscape improvements as determined through SA process.
- iv) 3.0 m wide multi use pathway (MUP).
- v) 1.0 m buffer at back of MUP.

**24.1.2. Kwantlen Street (Between Alderbridge Way and Lansdowne Road):**

From west to east:

- i) 6.0 m wide varying width grassed/treed boulevard or other hardscape improvements as part of the north-south "Minor Green Link" approximately from back of proposed curb and will be determined through a subsequent Servicing Agreement\*. Tie into existing roadway.
- ii) 2.0 m wide concrete sidewalk.
- iii) Minimum 1.5 m grassed/treed boulevard or other hardscape improvements as determined through SA process.
- iv) 0.15 m wide curb and gutter.
- v) Varying width of asphalt surface for one traffic lane in each direction, and/or intersection turning lanes including a northbound left-turn bay and northbound right-turn bay, and/or on-street parking layby from west to east:
  - a. A Varying 3.418 m to 4.939 m southbound travel lane.
  - b. 3.5 m northbound left turn lane.
  - c. A varying 5.446 m to 6.950 m combined for northbound through and right turn lanes.
  - d. 2.5 m parking layby.
- vi) 0.15 m wide curb and gutter.
- vii) A varying 2.70 m to 5.20 m boulevard

**24.1.3. Cooney Road (Between Alderbridge Way and E-W Mews):**

Please note that the ultimate construction and land dedications associated with Cooney Road may be eligible for Development Cost Charges (DCC) credits.

From west to east:

- i) 2.0 m wide concrete sidewalk.

- ii) 0.7 m wide paver buffer strip.
- iii) 1.9 m wide asphalt bike path.
- iv) 1.5 m wide grassed/treed boulevard or other hardscape improvements as determined through the SA process.
- v) 0.15 m wide curb and gutter.
- vi) 6.35 m wide driving surface for two southbound traffic lanes.
- vii) 3.25 m wide area for:
  - a. driving surface at intersections for left-turn lanes, or
  - b. mid-block landscaped/treed medians, or other hardscape improvements as determined through SA process, with curb and gutter on both sides.
- viii) 6.35 m wide driving surface for two northbound traffic lanes.
- ix) 0.15 m wide curb and gutter.
- x) 1.5 m wide grassed/treed boulevard or other hardscape improvements as determined through SA process.
- xi) 1.9 m wide asphalt bike path.
- xii) 0.7 m wide buffer strip m.
- xiii) 2.0 m wide concrete sidewalk.

24.1.4. Hazelbridge Way (Between Alderbridge Way and E-W Mews):

From west to east:

- i) 4.00 m southbound travel lane from existing curb.
- ii) 3.30 m left-turn bays.
- iii) 3.70 m northbound travel lane.
- iv) 0.15 m wide curb and gutter.
- v) Varying width (11.0 m – 14.0 m wide) of asphalt surface for one traffic lane in each direction, and/or intersection turning lanes, and 3.00 m layby.
- vi) Varying width (1.5 m – 4.0 m wide) of grassed/treed boulevard or other hardscape improvements as determined through SA process.
- vii) 2.0 m wide concrete sidewalk.

24.1.5. E-W Mews (Between Hazelbridge Way and Kwantlen Street):

From north to south within a 5.90 m P.R.O.P.:

- i) 0.30 m buffer at back of sidewalk.
- ii) 1.50 m sidewalk clear of any intrusions or obstructions.
- iii) 0.90 m boulevard.
- iv) 0.15 m wide curb or concrete band
- v) 3.50 m interim westbound travel lane.
- vi) 4.25 m interim eastbound travel lane.

24.2. Intersection Improvements:

The property owner is responsible for the design and construction of the following intersection improvements generally as shown in the Functional Road Plan:

24.2.1. General Intersection Upgrades:

- i) Along the development frontages, all intersection and mid-block pedestrian crosswalks are to be upgraded to meet City Centre standards (minimum 4.5 m wide) as necessary with universal accessibility features (e.g., tactile treatments or equivalent) installed on all wheelchair ramps.

24.2.2. Alderbridge Way / No. 3 Road:

- i) Installation of dual left-turn lanes on the westbound approach (by adding a new 3.25 m wide turning lane) with a minimum total storage length of the two lanes at approximately 120 m, while maintaining all other existing traffic lanes. b. Provision of dual left-turn lanes on the eastbound approach (by converting widened Alderbridge Way, by others) with a minimum total storage length of the two lanes at approximately 150 m, while maintaining all other existing traffic lanes. Note: while a portion of the left-

turn lanes may be accommodated within the existing medians, a minimum 1.2 m wide median must be maintained on the intersection approaches.

- ii) New curb ramps to facilitate road widening.
- iii) Implementation Plan to follow Implementation Plan – Alderbridge Way & No. 3 Road (November 2022), and may include interim or ultimate works at the intersections including on the eastbound approach on Alderbridge Way on the west side of No.3 Road. Applicant must enter into a Servicing Agreement\* to deliver the works. The Implementation Plan can be modified at the discretion of the Director of Transportation to addresses each of the following possible scenarios:
  - a. In the scenario where adjacent development at 7960 Alderbridge Way implements a mirroring second eastbound left-turn bay in advanced of this development.
  - b. In the scenario where adjacent development at 7960 Alderbridge Way implements a mirroring second eastbound left-turn bay during a similar time frame as this development.
  - c. In the scenario where adjacent development at 7960 Alderbridge Way is unable to implement a mirroring second eastbound left-turn bay during a similar time frame as this development.

24.2.3. Alderbridge Way/ Hazelbridge Way:

- i) Installation of a new curb extension with curb ramps and modification existing crosswalk.

24.2.4. Alderbridge Way/ Cooney Road:

- i) Installation of a westbound-to-southbound left-turn lane, with a minimum width of 3.25 m, a minimum storage length of approximately 40 m, with a portion of the left-turn lane accommodated within the existing median while maintaining a minimum 1.2 m wide raised median and all existing traffic lanes.

24.2.5. Lansdowne Road / Cooney Road:

- i) Installation of a new curb extension with curb ramps and modification existing crosswalk.
- ii) Installation of westbound left turn lane extension to 65 m.

24.2.6. Alderbridge Way / Kwantlen Street:

- i) Installation of northbound left turn lane extension to 40 m.
- ii) Installation of westbound left turn lane extension to 75 m.

24.2.7. Hazelbridge Way / E-W Mews:

- i) Installation of all-way stop control.
- ii) Provision for raised special crosswalk with design to minimize work for future implementation including considerations for drainage, lighting, signal and other infrastructure.

24.2.8. Cooney Road / E-W Mews:

- i) Installation of a special crosswalk across Cooney Road
- ii) Provision for raised special crosswalk with design to minimize work for future implementation including considerations for drainage, lighting, signal and other infrastructure.

24.3. Upgrade Existing Traffic Signals:

The property owner is to upgrade (as necessary) the following existing traffic signals:

24.3.1. Alderbridge Way/ Kwantlen Street:

- i) New Traffic cabinet.
- ii) New UPS/Service cabinet.
- iii) New APS on all poles.
- iv) Intersection lighting drawing with new LED streetlights on all poles.
- v) New traffic poles on development frontage.

24.3.2. Alderbridge Way / Hazelbridge Way:

- i) New UPS/Service cabinet.
- ii) New APS push buttons on all poles.
- iii) Intersection lighting drawing with LED street lights on all poles.



- iv) New traffic poles and traffic signal hardware on development frontage.
- v) New traffic fibre connection to traffic cabinet.
- vi) New traffic cameras.
- vii) New LED street name signs.
- viii) Remove existing median traffic poles and relocate to north side of intersection.

24.3.3. Alderbridge Way / No. 3 Road:

- i) New traffic cabinet.
- ii) New UPS/Service cabinet.
- iii) New APS push buttons on all poles.
- iv) Upgrade existing LED street name signs.
- v) New traffic pole and traffic signal hardware on development frontage.
- vi) Re/re existing fibre cable to traffic cabinet.

24.3.4. Lansdowne Road / Kwantlen Street:

- i) New APS on all poles.
- ii) New fibre connection to cabinet.
- iii) Should signal pole on the northwest quadrant need to be re-located, a signal modification drawings will be required.

Signal upgrades include but are not limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.

24.4. Install New Traffic Signal Devices:

New traffic signal devices (i.e., intersection pre-ducting, special crosswalk with downward lighting, pedestrian signals, or full traffic signals) required at the following locations:

24.4.1. Alderbridge Way/Cooney Road.

24.4.2. Alderbridge Way provision for future mid-block pedestrian crossing, between Hazelbridge Way and Cooney Road.

24.4.3. Hazelbridge Way / East-West Mews; provision for future mid-block pedestrian crossing

24.4.4. Cooney Road / East-West Mews; special crosswalk across..

24.4.5. Lansdowne Road / Kwantlen Street.

24.4.6. Other locations identified through subsequent rezoning applications.

The exact traffic signal devices (i.e., intersection pre-ducting, special crosswalk with downward lighting, pedestrian signals, or full traffic signals) will be determined with detailed warranted analysis and implemented by the property owner through the Servicing Agreement\* process. Any new traffic signal device will include but will not be limited to new signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.

24.5. Additional Traffic Signal Infrastructure:

The installation of communications conduit and fibre cable (1 x 75 mm) within the development extents on boulevards along frontages is required at:

24.5.1. Alderbridge Way.

24.5.2. Hazelbridge Way.

24.5.3. Cooney Road.

24.5.4. Kwantlen St.

24.5.5. E-W Mews.

24.6. Additional Off-site Works:

The exact details and scope of the frontage works to be completed by the property owner will be confirmed through the Development Permit\* or Servicing Agreement\* processes, to the satisfaction of the City.

24.6.1. Hazelbridge Way, from Alderbridge Way to East-West Mew. Interim standards road improvements on the west side (i.e., one southbound traffic lane and an interim 2 m wide paved walkway) to be constructed in this phase.

24.6.2. Modifications to access and circulation adjacent to Parcel 8 including:

- i) Closure of parking lot access across from Parcel 8.
- ii) Modification of barrier curb and median.
- iii) Closure to east-west through traffic along E-W Mews at Cooney Road intersection and installation of roll over curb for alternate Emergency Access.

24.6.3. Removal of existing landscaped median and rearrangement of parking and drive aisles in the south-east corner of the Property adjacent to Lansdowne Linear Park.

24.6.4. Modifications associated with implementing the Interim City Scale Mobility Hub in the south-west corner of the property adjacent to the Lansdowne Canada Line Station.

24.6.5. Modifications associated with provisioning for future midblock crosswalk across Alderbridge Road between Hazelbridge Way and Cooney Road including considerations for electrical, lighting and drainage etc.

**25. (Parks Servicing Agreement\*)** Enter into a Servicing Agreement\* for the detailed design and delivery of the following elements:

*Note that a Lansdowne Major Park and Open Space Master Plan is being developed through a separate concurrent process led by Parks Services. The following Major Park and Open Space elements to be guided by the Lansdowne Major Park and Open Space Master Plan as well as the Master Land Use Plan included in the Official Community Plan Amendment Bylaw 10154. The following comments are to be taken into consideration and addressed during the Servicing Agreement\* process.*

25.1. Lansdowne Linear Park and Lansdowne Road Frontage:

25.1.1. Note that the cross section and concept design for the interim and final condition of the Lansdowne Linear Park is to be determined through the Major Park Master Plan process, which will guide the detailed design of the Lansdowne Linear Park via the Servicing Agreement\* process.

25.1.2. The Lansdowne Linear Park Permanent construction works are eligible for Parks Development Cost Charge (DCC) credits. Parks DCC credit value to be calculated and issued upon completion of the Lansdowne Linear Park Permanent works to the satisfaction of the Director of Parks Services. Should the Parks DCC credit value of the Lansdowne Linear Park Permanent works be less than the DCC Payables for this phase of rezoning, then the remaining DCC Payables will roll forward and be applied to future redevelopment phases that include works that are eligible for Parks DCC credits.

25.1.3. Lansdowne Linear Park and Lansdowne Road Frontage final condition to:

- i) Be located between Kwantlen Street and the Cooney Road extension.
- ii) Be a minimum width of 14.5 meters. Note that this does not include the 5.5 meter wide Park Frontage Enhancement Area Statutory Right of Ways, which will be provided as the fronting development parcels undergo rezoning.
- iii) Be Fee Simple with the Owner transferring ownership of the applicable portion of the subdivided property to the City.
- iv) Prioritize tree retention.
- v) Incorporate furnishings (seating, waste receptacles, bike racks), signage, and lighting (pathway and event).
- vi) Include event power kiosks.
- vii) Include water hook-ups.
- viii) Incorporate localized stormwater detention.

- ix) Allow accommodation of seasonal parades, events and festivals.
- x) Be comprised of high-quality, long-lasting, robust materials.
- xi) Include irrigation as per City of Richmond standards, for all landscape areas, that is tied to the onsite water supply.
- xii) To be maintained by the Owner/Strata to Level 2 Groomed as outlined in the current edition of the Canadian Landscape Standard.
- xiii) Include additional tree planting and support infrastructure such as soil cells.
- xiv) Be maintained by the Owner/ Strata.

25.2. Lansdowne Linear Park and Lansdowne Road Frontage Interim condition to:

- i) Encompass two sections of the Lansdowne Road frontage, as illustrated in the OCP amendment, that are located between the future Cooney Road and Hazelbridge Way extensions and Hazelbridge Way extension and No. 3 Road.
- ii) Be a minimum width of 14.5 meters. Note that this does not include the 5.5 meter wide Park Frontage Enhancement Area Statutory Right of Ways, which will be provided as the fronting development parcels undergo rezoning.
- iii) Include a ROW over the entire area that allows free unimpeded public access.
- iv) Be located between the Cooney Road extension and No 3 Road.
- v) Prioritize tree retention.
- vi) Provide continuous, paved pedestrian and cycling connections along the entire length.
- vii) Include furnishings (seating, waste receptacles) and wayfinding signage.
- viii) Provide shade for pathway users with trees and/or structures.
- ix) Be comprised of materials and elements that can be re-purposed in the final condition or recycled in keeping with the City's Circular Economy Goals.
- x) Be maintained by the Owner/ Strata.

25.3. Existing Neighbourhood Plaza Site Activation:

The final Neighbourhood Plaza will be provided in the next phase (Phase 1B). In the interim, the applicant is to design and deliver in Phase 1A, activation of the existing Neighbourhood Plaza site. Below is a description of the minimum requirements:

25.3.1. Existing Neighbourhood Plaza Site Activation to include:

- i) The existing lawn and treed area at the northwest corner of Kwantlen Street and Lansdowne Road, including the City owned corner, as illustrated in the OCP amendment.
- ii) Include a ROW over the area that allows free unimpeded public access.
- iii) A minimum of 3 picnic tables with pads that are consistent with the furnishings along the other Major Park areas being delivered in Phase 1A.
- iv) A minimum of 3 benches with pads that are consistent with the furnishings along the other Major Park areas being delivered in Phase 1A.
- v) Waste receptacles that are consistent with the furnishings along the other Major Park areas being delivered in Phase 1A.
- vi) A pathway that connects from the corner intersection at Kwantlen Street and Lansdowne Road to the Lansdowne Shopping Centre site entry to the north. The pathway may be comprised of materials that are of a temporary nature, that can be re-purposed in the future and that allow for minimal impacts to existing trees.
- vii) Signage welcoming users to the site that includes a description of the long-term plans/process for it.
- viii) Tree retention and protection.
- ix) Ongoing maintenance and monitoring provided by the Applicant/Owner (Lansdowne Centre). Maintenance to be equivalent to Level 3 Moderate as outlined in the current edition of the Canadian Landscape Standard.



- x) Design submitted for review via the Servicing Agreement\* process.
- xi) Be maintained by the Owner/ Strata.

25.4. Streetscape Requirements:

Streetscapes (not included in the Major Park Master Plan process).  
Note that the requirements listed below are for the boulevards only.

25.4.1. Alderbridge Way Streetscape:

- i) 1.5 meter wide boulevard with lawn and street trees.
- ii) Accent planting at pedestrian crossings.
- iii) Include irrigation tied to the onsite water supply.

25.4.2. Kwantlen Road Streetscape:

- i) 1.5 meter width boulevard with lawn and street trees.
- ii) Accent planting at crossings and corner bulges.
- iii) Include irrigation tied to the onsite water supply.

25.4.3. Hazelbridge Way:

- i) 1.5 meter wide boulevard with lawn and street trees.
- ii) Accent planting at corner bulges.
- iii) Include irrigation tied to the onsite water supply.

25.4.4. Cooney Road:

- i) 1.5 meter wide boulevard with lawn and street trees.
- ii) Accent planting at pedestrian crossings.
- iii) Include irrigation tied to the onsite water supply.

25.4.5. New East-West Road:

- i) 1.5 meter wide boulevard with lawn and street trees.
- ii) Include irrigation tied to the onsite water supply.

**26. (*Open Space Requirements*)** The following Open Space elements to be guided by the Master Land Use Plan included in the Official Community Plan (OCP) Amendment bylaw 10154. The following comments are to be taken into consideration and addressed during the detailed design phases of the project.

26.1. North South Greenlink to:

- 26.1.1. Be located between Parcel 2 and 5, Alderbridge Way and East-West Mews, with a minimum of 20 meters separation between fronting buildings.
- 26.1.2. Provide a minimum total size of 0.14 hectares (0.36 acres) of public open space upon completion of Parcel 2.
- 26.1.3. Be comprised of a (12 m) wide SRW with 6 m being located on Parcel 2 and 6 m being located on Parcel 5, that allows for free unimpeded public access.
- 26.1.4. Incorporate landscape elements (planting, trees, furnishings and paving patterns) within and along the edges of the green link to demarcate public realm from adjacent private realm areas and direct people towards the publicly accessible green link area.
- 26.1.5. Green link to be designed to accommodate large volumes and free movement of pedestrians.
- 26.1.6. As per the OCP Amendment, be unimpeded by parkade structures below to allow for full-depth planting. If the Applicant is able to demonstrate to the City's satisfaction that this is not feasible, then the following should be used as a guide for soil volumes for trees.
- 26.1.7. Soil Volume Requirements: The following are recommended as guidance only and site specific exceptions may be made by the City. In general, the City aims to select the largest tree suitable for the site while balancing the available soil volume and constraints for site lines, utilities or other relevant considerations. Generalized per-tree minimum soil volumes are provided below:

**TABLE 8**

Tree size category	Average Spacing	Per-tree Minimum Soil Volume*
Large (>10 m canopy spread)	9 - 11 m	45 m <sup>3</sup> /30 m <sup>3</sup> shared
Medium (~10 m canopy spread)	8 - 10 m	25 m <sup>3</sup> /20 m <sup>3</sup> shared
Small (~6 m canopy spread)	6 - 10 m	10m <sup>3</sup> /5 m <sup>3</sup> shared
Very Small (~3 m spread)	3 – 6 m	5 m <sup>3</sup>

\*Soil volume should be a depth of 1 m. The soil volumes quoted should be considered as minimums for the size categories listed and are based on a minimum of 0.3m<sup>3</sup> of soil per 1 m<sup>2</sup> of canopy area. Both soil volume and the permeability of the surface area around in hardscape (i.e., the “tree pit”) should be maximized. To increase root zone volume, suspended pavement, structural soils or soil cells may be required.

- 26.1.8. Have a park-like character with large trees, furnishings (benches, tables, drinking fountains, waste receptacles, bike racks, and small play elements), lighting (pathway and event), identity and wayfinding signage.
- 26.1.9. Explore potential stormwater capture and detention through incorporation of technologies/systems suited to the site and urban environments.
- 26.1.10. Include interpretation of the former slough located in this area through design form and signage.
- 26.1.11. Be unimpeded by overhead structures that service private use, e.g. connecting bridges between buildings. Should the City support the Applicant’s rationale for inclusion of the pedestrian bridge, the pedestrian bridge to be considered as a public art location with a goal to create a gateway entry to the N-S Greenway and ultimate link to the Centre Park.
- 26.1.12. Include high quality cohesive materials.
- 26.1.13. Incorporate trees and planting that provide an overall net increase in habitat value and that provide support for local pollinators, songbirds, and wildlife.
- 26.1.14. Include irrigation as per City of Richmond standards, for all landscape areas, that is tied to the onsite water supply.
- 26.1.15. Include event power kiosks.
- 26.1.16. Include water hook-ups.
- 26.1.17. To be maintained by the Owner/Strata to Level 2 Groomed as outlined in the current edition of the Canadian Landscape Standard. Open Space Requirements:
- 26.2. New East-West Mews (Cooney Road and Kwantlen Street) including “Minor Green Link”
  - 26.2.1. Incorporate planting and trees
  - 26.2.2. Include irrigation tied to the onsite water supply
  - 26.2.3. Provide clearly delineated and protected pedestrian linkages along the north side of the access driveway with elements such as bollards, light poles and/or trees in grates.
  - 26.2.4. Provide free, unimpeded public access and movement of pedestrians within the SRW.
  - 26.2.5. Landscape elements (planting, lighting, trees, walls, furnishings, bollards and/or paving patterns) within and along the edges of the mews to demarcate public realm from adjacent private realm areas and direct people towards publicly accessible, pedestrian areas.
  - 26.2.6. Prioritize pedestrian access and safety.
  - 26.2.7. Be maintained by the Owner/Strata.

**27. (Engineering Servicing Agreement\*):** A Servicing Agreement\* is required to design and construct the following works:

- 27.1. Water Works:
  - 27.1.1. At Developer’s cost, the Developer is required to:
    - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must

be signed and sealed by a Professional Engineer and be based on Building Permit\* Stage building designs.

- ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
- iii) Provide right-of-ways for the water meters. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized via the Servicing Agreement\* process).
- iv) Replace the existing asbestos cement (AC) water main along the entire Alderbridge Way frontage of the development site (i.e. from No 3 Rd Road to Kwantlen Street) prior to the start of any proposed onsite or offsite works, including preloading, de-watering, and other construction and soil preparation works. Approximate length of required watermain replacement is 590m.
- v) Install new water mains along the proposed extensions of Hazelbridge Way, Cooney Road, complete with service connections and hydrants per City spacing.
- vi) The development proposes a private watermain in the private east-west mews located along the southern frontage of proposed parcels 2 and 5 between future Hazelbridge Way and future Cooney Rd. The private watermain are intended to service private fire hydrants along the private E-W Mews to provide fire protection for the Mall, as well as to connect to an existing mall water service. To isolate and protect the City's water system due to the proposed connections of the private systems, the City requires installation of reduced pressure backflow assemblies (RPBA). The City requires RPBA at each connection of the private water system to the City's water system. Total number of RPBA required is four. Two RPBA each at the junctions of the proposed Hazelbridge Way and Cooney Rd with the private east-west mews. Exact location of the required RPBAs shall be finalized via the Servicing Agreement\* review.
- vii) Provide rights of ways to contain the required RPBAs to facilitate connection of the existing private water systems to the City's water system. The sizes and locations of the required rights of ways shall be determined through the Development Permit\* review process and shown on the Development Permit\* drawings. The details of the RPBAs shall be finalized via the Servicing Agreement\* review.
- viii) CP15-717017 required the installation of a new water main along Kwantlen Street between Alderbridge Way and Lansdowne Road, complete with hydrants per City spacing. For this rezoning application (i.e., RZ 23-011557), the City agreed to the developer's proposal to install only the watermain complete with an automatic flushing system at the dead end and install fire hydrants along Kwantlen St frontage that are required to service Parcel 8. The remainder of the watermain upgrade as per CP15-717017 between the private lane (south of Parcel 8) and Lansdowne Road shall be installed in a future phase when the parcels to the south are developed.
- ix) Provide one water service connection for each parcel, complete with meter and meter box. Multiple service connections for one parcel are not permitted. Parcels 2 and 5 shall be connected to the new watermain dead ends in future Hazelbridge Way and future Cooney Rd complete with hydrants and automatic flushing systems. Parcel 8 shall be connected at the watermain dead end in Kwantlen St complete with a hydrant and automatic flushing system. Provide rights of ways to contain the automatic flushing systems that will be installed in the proposed development. The sizes and locations of the required rights of ways shall be determined through the Development Permit\* review process and shown on the Development Permit\* drawings. The details of the automatic flushing systems shall be finalized via the Servicing Agreement\* review.

27.1.2. At Developer's cost, the City will:

- i) Complete all tie-ins for the proposed works to existing City infrastructure.
- ii) Confirm the sizes for the water main upgrades at the time of each phase's rezoning.

27.2. Storm Sewer Works:

27.2.1. At Developer's cost, the Developer is required to:

- i) Install one service connection for each parcel, complete with inspection chamber. Multiple service connections for one parcel are not permitted unless specifically approved in writing by the City's Engineering Department.

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- ii) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the Servicing Agreement\* design(s).
- iii) Perform a capacity analysis (Runoff Hydrograph Method) to size the proposed storm sewers. The capacity analysis shall include the proposed storm sewers for the entire development site, and direct as much runoff as possible to the proposed rainwater feature in Phase 5.
- iv) Install new storm sewers, approximately 90 meters, along the proposed extensions of Hazelbridge Way, Cooney Road, and the new E-W Mews. Storm sewer sizes shall be determined via Rational method at the Servicing Agreement\* design review stage. Minimum pipe size shall be 600mm diameter as per City Engineering Specifications.
- v) CP15-717017 required the installation of new storm sewers along Kwantlen Street between Alderbridge Way and Lansdowne Road, complete with manholes per City spacing. For this rezoning application (i.e., RZ 23-011557), the City agreed to the developer's proposal to install only the storm sewers along Kwantlen St frontage that are required to service Parcel 8. The remainder of the storm sewer upgrade as per CP15-717017 between the private lane (south of Parcel 8) and Lansdowne Road shall be installed in a future phase when the parcels to the south are developed. Minimum size shall be 600 mm.

27.2.2. At Developer's cost, the City will:

- i) Complete all tie-ins for the proposed works to existing City Infrastructure.

27.3. Sanitary Sewer Works:

27.3.1. At Developer's cost, the Develop is required to:

- i) Install one service connection for each parcel, complete with inspection chamber. Multiple service connections for one parcel are not permitted unless specifically approved in writing by the City's Engineering Department.
- ii) The development proposes a private sanitary main in the private east-west mews located along the southern frontage of proposed parcels 2, 5 and 8 (Phase 1A) between future Hazelbridge Way and future Cooney Rd. All sanitary service connections that are connected to or flow into the private sanitary sewer installed in Phase 1A must be designed so that that they can connect to the ultimate sanitary sewer when the private sanitary sewer is removed. The private sanitary sewers shall be removed when the ultimate sanitary sewers in the future City-owned east-west road is completed and operational.
- iii) CP15-717017 required the installation of new sanitary mains along Kwantlen Street between Alderbridge Way and Lansdowne Road, complete with the replacement and upgrade of the Alderbridge Sanitary Pump Station. For this rezoning application (i.e., RZ 23-011557), the City agreed to the developer's proposal to install only the sanitary mains along Kwantlen St that are required to service Parcel 8 (i.e., install new sanitary sewers on Kwantlen Street from the existing pump station northward to the south property line of parcel 8, approximately 155m long). Sanitary sewer sizes shall be determined via Capacity Analyses at the Servicing Agreement\* design review stage. Minimum pipe size shall be 200mm diameter as per City Engineering Specifications. The remainder of the new sanitary main upgrade between the sanitary pump station and Lansdowne Road, including the sanitary pump station replacement and upgrade, as per CP15-717017, shall be installed in the rezoning of the next phase when the parcels to the south are developed. The location for the new pump station shall be to the satisfaction of the Director, Engineering. Replacement of the pump station includes, but is not limited to:
  - a) A new wet well, pumps, and related appurtenances.
  - b) A new kiosk, underground power supply (i.e. BC Hydro pad-mounted transformer), back-up generator, SCADA antenna, and related appurtenances.
  - c) A new valve chamber complete with flow meter and related appurtenances and access chambers for the forcemain for maintenance and inspection purposes.
  - d) Right-of-way(s) for the pump station, vehicle access/parking, and related structures. The right-of-way(s) shall be on grade and open sky above.
  - e) Rights of ways to access to and from the pump station for the City's maintenance vehicles, and space for the vehicles to park without obstructing pedestrian or vehicle traffic (including space for vehicles to park adjacent to the wet well during pump maintenance).

- f) Decommissioning and removal of the existing Alderbridge Sanitary Pump Station after the new station is completed and operational.
- iv) Remove the existing sanitary sewer on Kwantlen Street, or fill and abandon (as appropriate).

27.3.2. At Developer's cost, the City will:

- i) Complete all tie-ins for the proposed works to existing City infrastructure.
- ii) Confirm the sizes for the sanitary sewer upgrades at the time of each phase's rezoning.
- iii) Reconnect all existing sanitary connections to the new sanitary sewers.

27.4. Frontage Improvements

27.4.1. At Developer's cost, the Develop is required to:

- i) Coordinate with BC Hydro, Telus and other private communication service providers:
  - a) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
  - b) Before relocating/ modifying any of the existing power poles and/or guy wires within the property frontages.
  - c) To underground overhead service lines.
- ii) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the Servicing Agreement\* drawings, and registered prior to SA design approval:
  - a) BC Hydro Vista- Confirm SRW dimensions with BC Hydro.
  - b) BC Hydro PMT – 4.0 x 5.0 m.
  - c) BC Hydro LPT – 3.5 x 3.5 m.
  - d) Street light kiosk – 1.5 x 1.5 m.
  - e) Traffic signal kiosk – 2.0 x 1.5 m.
  - f) Traffic signal UPS – 1.0 x 1.0 m.
  - g) Shaw cable kiosk – 1.0 x 1.0 m.
  - h) Telus FDH cabinet – 1.1 x 1.0 m.
- iii) Provide street lighting on all road frontages. Review existing street lighting levels along all road frontages, and upgrade as required. See the following City Street requirements:
  - a) Alderbridge Way (West of Cooney)
    - Pole colour: grey.
    - Roadway lighting at back of curb: Type 7 (LED) including 1 street luminaire, duplex receptacle, and flower basket holders, but excluding any pedestrian luminaires, banner arms, or irrigation.
    - As applicable, pedestrian lighting between sidewalk and bike path: Type 8 (LED) including 2 pedestrian luminaires set perpendicular to the roadway, but excluding any flower basket holders, irrigation, or duplex receptacles.
  - b) Alderbridge Way (East of Cooney)
    - Pole colour: black.
    - Roadway lighting at back of curb: Type 3 Decorative Luminaire Pole (LED)- (Reference Drawing L12.6) including 1 street luminaire, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.



- As applicable, pedestrian lighting between sidewalk and bike path: Type 3A Custom Decorative Luminaire Pole (LED) (Reference Drawing #627046-12-09 / Sheet 10 of 10) including 1 post-top luminaire, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
- c) Hazelbridge Way (West of Cooney, south of Alderbridge)
  - Pole colour: grey.
  - Roadway lighting at back of curb (existing lighting to be replaced): Type 7 LED including 1 street luminaire, banner arms, and duplex receptacles but excluding any pedestrian luminaires, flower basket holders, or irrigation.
  - Pedestrian lighting: not applicable (i.e no stand-alone pedestrian poles)
- d) Cooney Road (South of Alderbridge)
  - Pole colour: black.
  - Roadway lighting at back of curb: Type 3 Decorative Luminaire Pole (LED)- (Reference Drawing L12.6) including 1 street luminaire, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
  - As applicable, pedestrian lighting between sidewalk and bike path: Type 3A Custom Decorative Luminaire Pole (LED) (Reference Drawing #627046-12-09 / Sheet 10 of 10) including 1 post-top luminaire, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
- e) Kwantlen Street (East of Cooney, south of Alderbridge)
  - Pole colour: black.
  - Roadway lighting at back of curb: Type 3 Decorative Luminaire Pole (LED) – (Reference Drawing L12.6) including 1 street luminaire, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
  - Pedestrian lighting: Not applicable (ie. No stand-alone poles)
- iv) Provide street lighting on all road frontages. Review existing street lighting levels along all road frontages, and upgrade as required. See the following off-street publicly-accessible walkways and open spaces requirements:
  - a) West of Cooney
    - Pole colour: grey.
    - Pedestrian Lighting: Type 8 LED including 2 pedestrian luminaires set perpendicular to the direction of travel, but excluding any flower basket holders, irrigation, or duplex receptacles.
  - b) East of Cooney
    - Pole colour: black.
    - Pedestrian lighting: Type 3A Custom Decorative Luminaire Pole (LED) (Reference Drawing #627046-12-09 / Sheet 10 of 10) including pot-top luminaire but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
- v) Provide traffic signals as specified:
  - a) Grey pole colour (style to match type 7) at the following locations:
    - Alderbridge at Hazelbridge
    - Additional hazelbridge locations as applicable.
  - b) Black pole colour (style to match type 3) at the following locations:
    - Alderbridge at Cooney.
    - Alderbridge at Kwantlen.
    - Additional Cooney locations as applicable.
    - Additional Kwantlen locations as applicable.

- vi) Provide street lighting on all road frontages. Review existing street lighting levels along all road frontages, and upgrade as required. See the following private streets (secured via SRW) to be developer owned and maintained requirements:
  - a) EW Mews (west of Cooney) – shared vehicle / pedestrian route:
    - Pole colour: grey.
    - Roadway lighting at back of curb: Type 8 / Custom 6.0 m Height (LED) including 1 street luminaire, but excluding any banner arms, flower basket holders, irrigation, or duplex receptacles.
    - For reference: Onni “Riva” (Drawing #615759-12-09)
  - b) EW Green Linke (East of Cooney) – shared vehicle / pedestrian route:
    - Pole colour: black.
    - Roadway lighting at back of curb: Type 3A Custom Decorative Luminaire Pole (LED) (Reference Drawing #627046-12-09 / Sheet 10 of 10) including 1 post-top luminaite, but excluding banner arms, flower basket holders, duplex receptacles, and irrigation.
- vii) Street Tree Receptacle Required Frontages:
  - a) No. 3 Road.
  - b) Hazelbridge Way.
- viii) Complete other frontage improvements as per Transportation requirements.

27.5. General Items

27.5.1. At Developer’s cost, the Develop is required to:

- i) Provide, prior to start of site preparation works or within the first Servicing Agreement\* submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
- ii) Provide a video inspection report of the existing utilities along all frontages prior to start of site preparation works or within the first Servicing Agreement\* submission, whichever comes first. A follow-up video inspection, complete with a civil engineer’s signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer’s cost.
- iii) Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer’s cost. The post-preload elevation survey shall be incorporated within the Servicing Agreement\* design.
- iv) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer’s recommendations, and report the settlement amounts to the City for approval.
- v) Submit a proposed strategy at the Building Permit\* stage for managing excavation de-watering. Note that the City’s preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the Developer will be required to enter into a de-watering agreement with the City wherein the developer will be required to treat the groundwater before discharging it to the City’s storm sewer system.
- vi) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures.
- vii) Coordinate the Servicing Agreement\* design for this development with the Servicing Agreement\*(s) for the adjacent development(s), both existing and in-stream. The developer’s civil engineer shall submit a signed and sealed letter with each Servicing Agreement\* submission confirming that they have

coordinated with civil engineer(s) of the adjacent project(s) and that the Servicing Agreement\* designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:

- a) Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
  - b) Pipe sizes, material and slopes.
  - c) Location of manholes and fire hydrants.
  - d) Road grades, high points and low points.
  - e) Alignment of ultimate and interim curbs.
  - f) Proposed street lights design.
- viii) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement\*(s) and/or Development Permit\*(s), and/or Building Permit\*(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

**28. (Public Hearing Notice Fees):** Payment of all fees in full for the cost associated with the Public Hearing Notices, consistent with the City’s Consolidated Fees Bylaw No 8636, as amended.

**29. (Development Permit - DP):** The submission and processing of a Development Permit\* completed to a level deemed acceptable by the Director of Development.

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

1. **(Rezoning)** Incorporation of features in Development Permit\* plans as determined via the Rezoning process.
2. **(Air Space Parcel Subdivision and/or Strata Subdivision)** The owner is to confirm the whether an Air Space Parcel Subdivision and/or Strata Subdivision are being pursued to ensure the project can be constructed as required under the proposed zoning, Rezoning Considerations and the BC Building Code.
3. **(Acoustic Report)** Complete an acoustical and mechanical report and recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

**TABLE 9**

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

4. **(Code Report)** Complete a preliminary code report/ analysis to address any potential code issues within the development.

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

1. **(Rezoning and Development Permit Features)** Incorporation of urban design, accessibility, and sustainability measures in Building Permit\* (BP) plans as determined via the Rezoning and/or Development Permit\* processes.
2. **(Construction Parking and Traffic Management Plan)** Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per



Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

3. **(Protection of Adjacent Structures Report)** Submission of a Complete a Protection of Adjacent Structures Report.
4. **(Latecomer agreement charges)** If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
5. **(Construction Hoarding)** Obtain a Building Permit\* for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associates fees may be required as part of the Building Permit\*. For additional information, contact the Building Approvals Department at 604-276-4285.

**Note:**

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

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

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

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

\_\_\_\_\_  
Signed

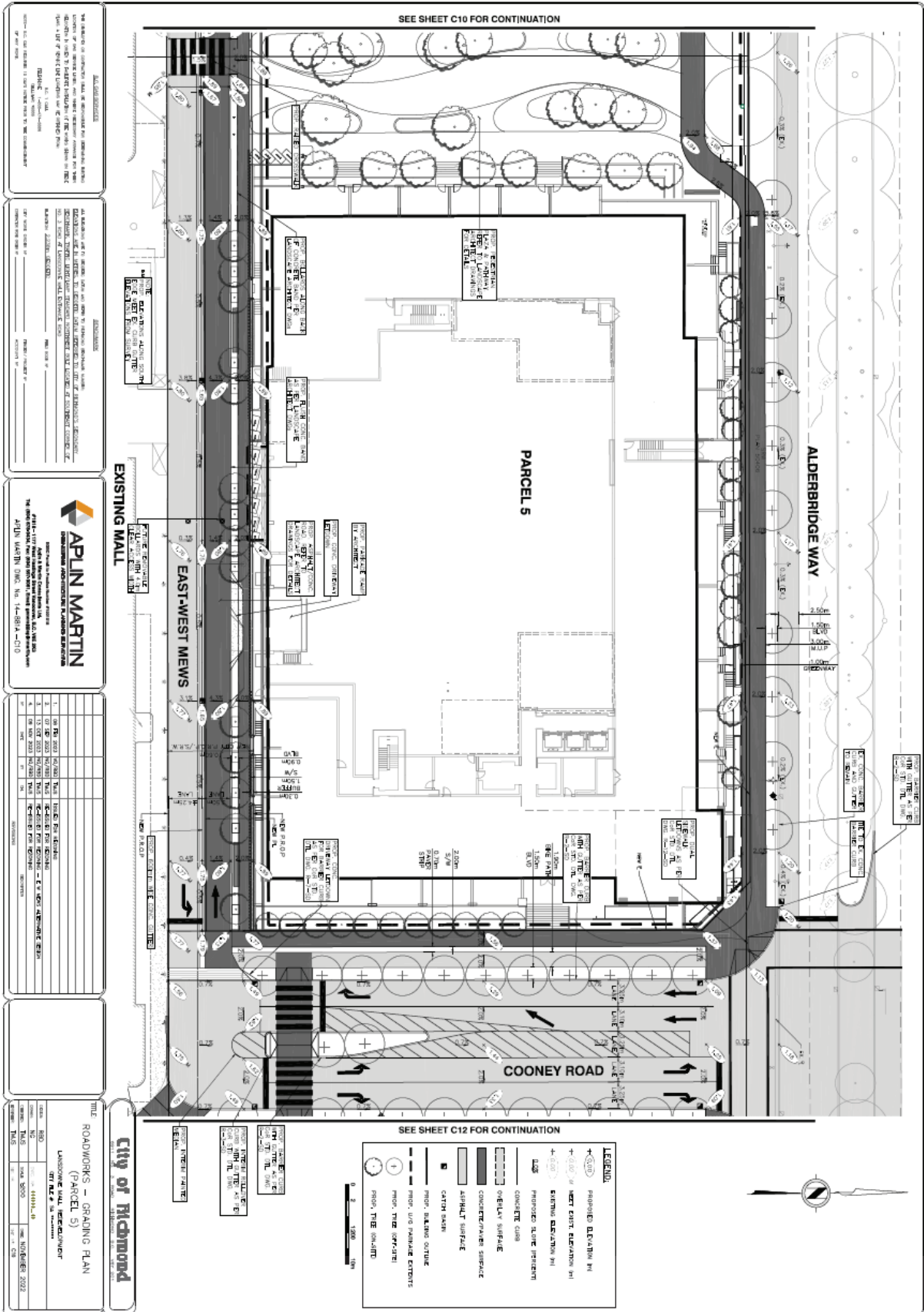
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Date

(Signed copy on file)





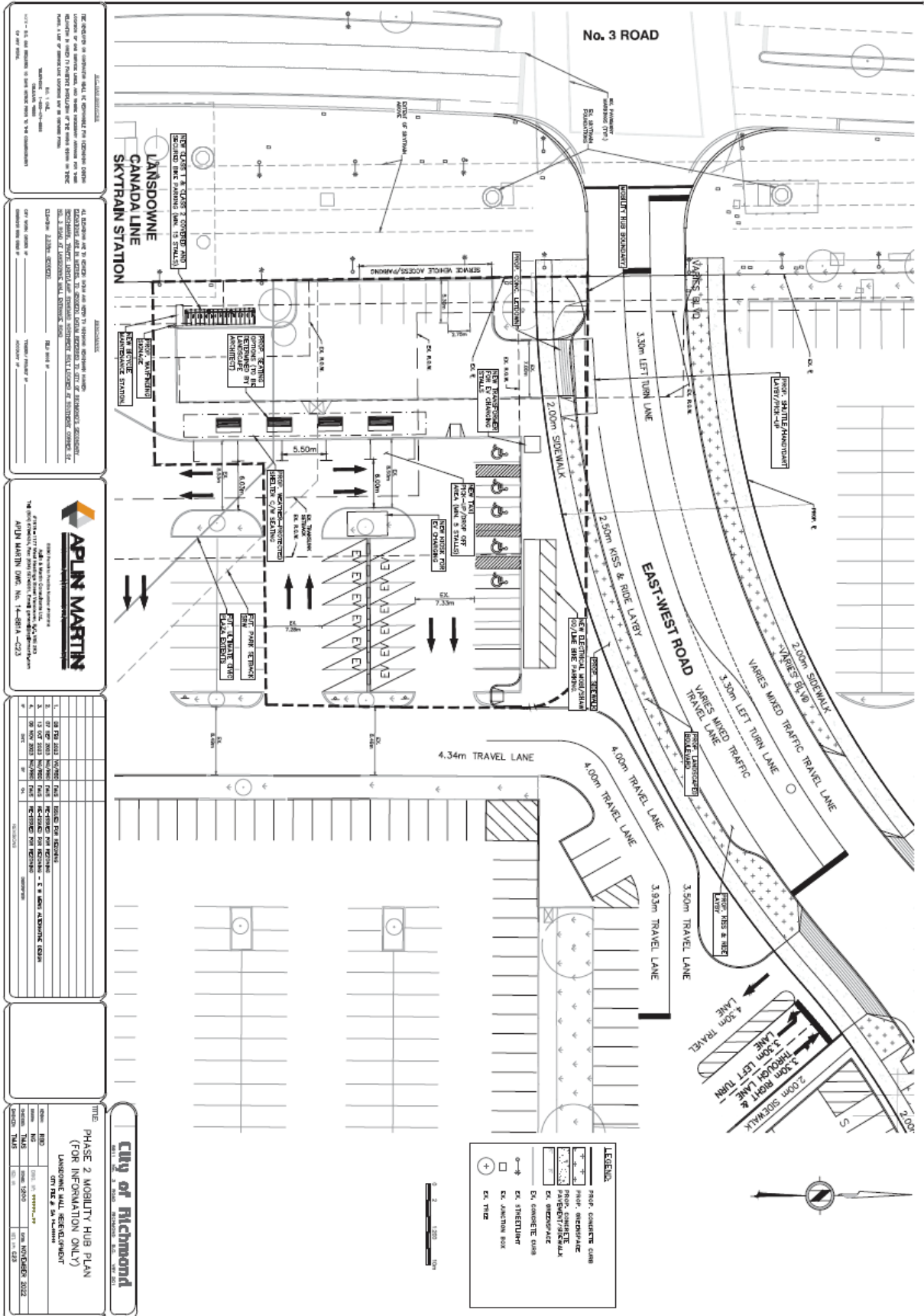












THE CLIENTS OR EMPLOYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CLIENTS OR EMPLOYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CLIENTS OR EMPLOYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

ALL DESIGNERS ARE TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE DESIGNERS SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE DESIGNERS SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

APLUN MARTIN INC. No. 1-888-4-CD3

NO.	DATE	DESCRIPTION	BY	CHKD.
1.	2022-11-01	ISSUED FOR PERMITS	APLUN MARTIN	APLUN MARTIN
2.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
3.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
4.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
5.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
6.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
7.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
8.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
9.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN
10.	2022-11-01	ISSUED FOR PERMITS - E & S	APLUN MARTIN	APLUN MARTIN

**City of Richmond**

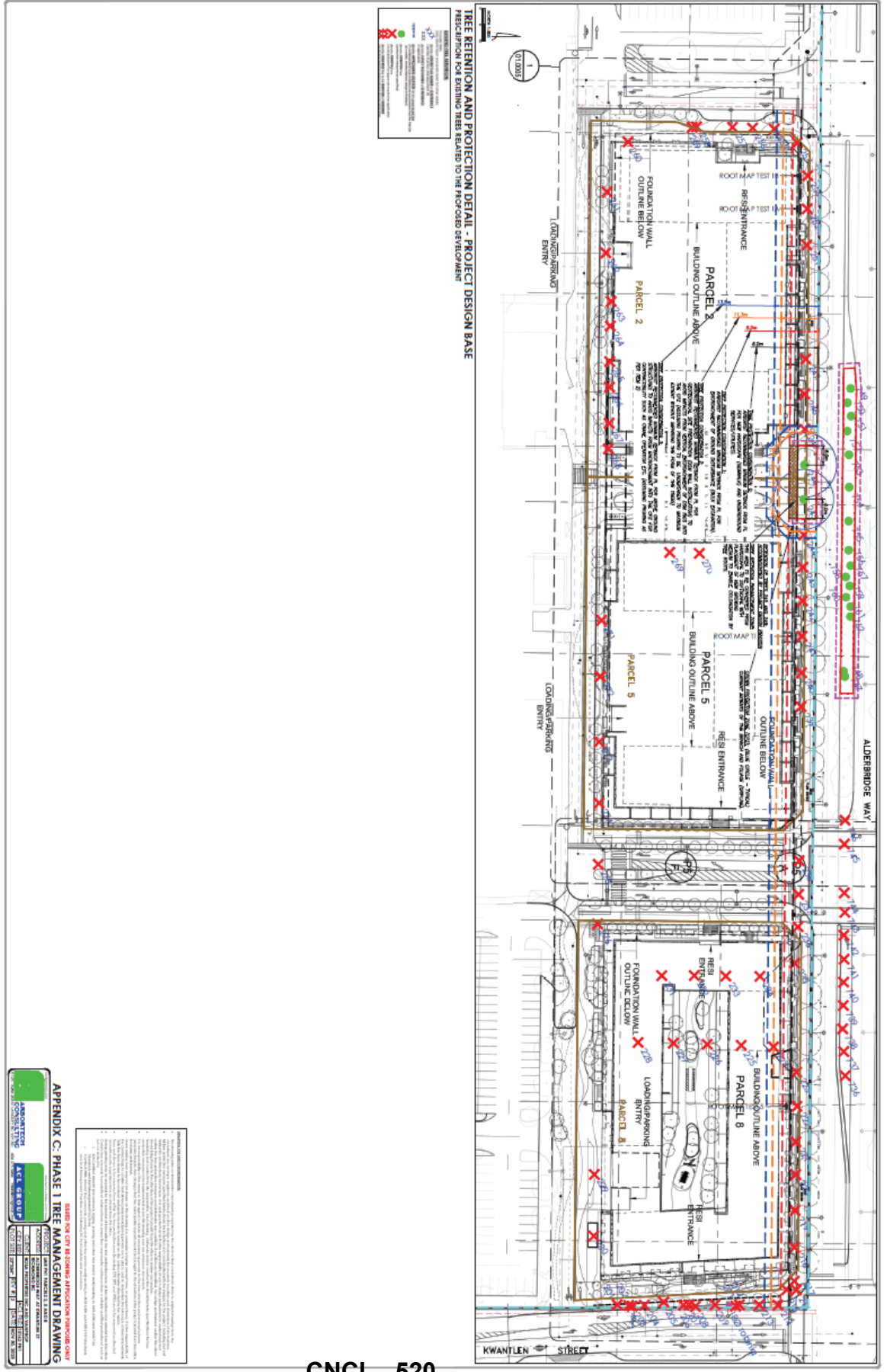
TITLE: PHASE 2 MOBILITY HUB PLAN (FOR INFORMATION ONLY) LANSOWNE MALL, RICHMOND

DATE: 2022-11-01

BY: APLUN MARTIN

CHKD.: APLUN MARTIN

NOVEMBER 2022



February 8<sup>th</sup>, 2024

**Virendra Kallianpur**

Program Manager, Urban Design | Planning & Development  
City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1

*Delivered via email.*

Dear Virendra,

Following the meaningful discussion at the February 6<sup>th</sup> Planning Committee concerning Phase 1A of the Lansdowne Redevelopment, the Applicant team would like to make an addition to the Rezoning submission to include a **minimum of 2 and up to 3 units in the Parcel 8 LEMR building allocated as Eligible Units for 'Licensed Family Child Care' or 'Licensed In-home Multi-age Care'**. We are committed to working with our partners at S.U.C.C.E.S.S. to prioritize these units for tenants who are 'Licensed Family Child Care' (up to 7 children) or 'Licensed In-home Multi-age Care' (up to 8 children) providers, planning to offer Child Care services as a home-based business. We feel that this opportunity would greatly benefit the family residents of Parcel 8 and surrounding neighbourhood, providing care for up to 24 children; while maintaining the intended and much needed rental unit count currently in the project.

This proposal would not change any previous discussions about a Child Care Hub in a future phase of the Lansdowne Masterplan; but would act as a potential supplement in the interim, providing an alternate type of care that could further fill the gap and need for 'Non-Standard Hour' child care, as well as a range of care for those seeking a smaller and more intimate scaled care environment.

While we will further explore the operating requirements and design specifics during the Development Permit phase, we can confirm that we meet all requirements as outlined in the Child Care Licensing Regulation, for either the 'Licensed Family Child Care' or the 'Licensed In-home Multi-age Care', within our courtyard adjacent Family Units on Parcel 8.

Kind regards,



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Dea Knight  
Director, Development,  
**Bosa Properties Inc**



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Ahmed Omran  
Director, Community Real Estate and Asset Management  
**S.U.C.C.E.S.S.** (in Partnership with Phase 1 Limited Partnership)