

Agenda

# **General Purposes Committee**

Council Chambers, City Hall 6911 No. 3 Road Tuesday, September 8, 2020 4:00 p.m.

Pg. # ITEM

# MINUTES

GP-8Motion to adopt the minutes of the meeting of the General PurposesGP-19Committee held on July 20, 2020 and the Special General Purposes<br/>Committee held on July 27, 2020.

# PLANNING AND DEVELOPMENT DIVISION

1. HOUSING AGREEMENT BYLAW NO. 10036 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 3208 CARSCALLEN ROAD

(File Ref. No. 08-4057-05) (REDMS No. 6497341)

**GP-22** 

See Page GP-22 for full report

Designated Speaker: Cody Spencer

### STAFF RECOMMENDATION

That Housing Agreement (3208 Carscallen Road) Bylaw No. 10036 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by Rezoning Application RZ 12-610011 be introduced and given first, second and third reading.

#### 2. APPLICATION BY DAGNEAULT PLANNING CONSULTANTS LTD. FOR AN AGRICULTURAL LAND RESERVE SUBDIVISION AT 3031 NO. 7 ROAD

(File Ref. No. AG 20-891572) (REDMS No. 6494333 v. 3)

GP-51

See Page GP-51 for full report

Designated Speakers: Wayne Craig and Steven De Sousa

STAFF RECOMMENDATION

That the application by Dagneault Planning Consultants Ltd. for an Agricultural Land Reserve Subdivision at 3031 No. 7 Road be forwarded to the Agricultural Land Commission.

3. APPLICATION BY POLYGON TALISMAN PARK LTD. TO CREATE THE "RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE)" ZONE, AND REZONE THE SITE AT 8671, 8731, 8771, 8831/8851 CAMBIE ROAD, 8791 CAMBIE ROAD/3600 SEXSMITH ROAD, AND 3480, 3500, 3520, 3540/3560 SEXSMITH ROAD FROM THE "SINGLE DETACHED (RS1/F)" ZONE TO THE "RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE)" ZONE (File Ref. No. 12-8060-20-010198; RZ 18-836123) (REDMS No. 6491719 v. 6)

**GP-77** 

See Page GP-77 for full report

Designated Speakers: Wayne Craig and Sara Badyal

#### STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10198 to create the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" zone, and to rezone 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road from the "Single Detached (RS1/F)" zone to the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)"zone and the "School and Institutional Use (SI)" zone, be introduced and given first reading.

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ITEM

4. FUNDING AGREEMENT WITH TRANSPORT CANADA RAIL SAFETY IMPROVEMENT PROGRAM FOR WILLIAMS ROAD-SHELL ROAD INTERSECTION UPGRADE (File Ref. No. 01-0140-20-TCAN1-06) (REDMS No. 6492913 v. 3)

**GP-209** 

See Page GP-209 for full report

Designated Speaker: Lloyd Bie

#### STAFF RECOMMENDATION

- (1) That the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the Rail Safety Improvement Program funding agreement with Transport Canada for the Williams Road-Shell Road intersection; and
- (2) That the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly.

# ENGINEERING AND PUBLIC WORKS DIVISION

5. CITY CENTRE DISTRICT ENERGY UTILITY BYLAW NO. 9895, AMENDMENT BYLAW NO. 10187 (File Ref. No. 12-8060-20-009921) (REDMS No. 6465455 v. 2)

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**GP-213** 

See Page GP-213 for full report

Designated Speaker: Peter Russell

#### STAFF RECOMMENDATION

That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187 presented in the "City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187" report dated June 10, 2020, from the Director, Sustainability and District Energy be introduced and given first, second, and third readings. Pg. #

6. SUPPORT FOR BC SALMON RESTORATION PROJECTS IN STURGEON BANK

(File Ref. No. 10-6160-04) (REDMS No. 6517459 v. 14)

**GP-221** 

See Page GP-221 for full report

Designated Speakers: Chad Paulin and Jason Ho

#### STAFF RECOMMENDATION

That, as described in the staff report titled "Support for BC Salmon Restoration Projects in Sturgeon Bank," dated August 25, 2020 from the Director, Sustainability and District Energy and the Director, Engineering:

- (1) The scope of the three projects to be included in the Expression of Interest prepared by the South Coast Conservation Land Management Program for submission to the BC Salmon Restoration and Innovation Fund, be supported; and
- (2) That in-kind contributions for the projects outlined in the Expression of Interest be endorsed.
- 7. **13740 WESTMINSTER HIGHWAY UNAUTHORIZED WATERCOURSE CROSSING AND DECORATIVE WALL** (File Ref. No. 10-6060-01) (REDMS No. 6511999 v. 5)

**GP-230** 

See Page GP-230 for full report

Designated Speaker: Jason Ho

#### STAFF RECOMMENDATION

- (1) Pursuant to the authority provided in Sections 72, 73 and 75 of the Community Charter, that:
  - (a) the infill and culvert in the watercourse fronting the property located at 13740 Westminster Highway, and having a legal description of Lot 2 Section 8 Block 4 North Range 5 West New Westminster District Plan 12960 (Parcel Identifier: 001-703-269) (the "Property") be declared as having obstructed, filled up or damaged the watercourse fronting the Property without the City's approval or consent (the "Unauthorized Watercourse Crossing"); and
  - (b) the decorative wall located at the Property, be declared as creating an unsafe condition;

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- (2) Pursuant to Sections 72 and 73 of the Community Charter, the following remedial action requirements be imposed on Swarn Singh Panesar and Gurbax Kaur Panesar, as the registered owner of the Property (the "Owners"):
  - (a) to demolish the decorative wall at the Property; and
  - (b) to remove all debris from the decorative wall in accordance with any applicable federal, provincial and municipal laws;
- (3) Pursuant to Sections 72 and 75 of the Community Charter, and Part 7 of the Watercourse Protection and Crossing Bylaw No. 8441, the following remedial action requirements be imposed on the Owners:
  - (a) to remove the Unauthorized Watercourse Crossing in and about the watercourse fronting the Property; and
  - (b) to undertake and complete the restoration work identified in the Scope of Work, attached as Attachment 6 of the report to committee titled 13740 Westminster Highway – Unauthorized Crossing and Decorative Wall, dated August 14, 2020, from the Director, Engineering (the "Report");
  - (c) to undertake and complete the restoration work identified in the Construction Environmental Management Plan for 13740 Westminster Highway dated October 2, 2018 by Madrone Environmental Services Ltd., attached as Attachment 7 of the Report;
  - (d) to undertake any additional measures as directed by the General Manager, Engineering and Public Works, to restore the watercourse to its previous condition; and
  - (e) to dispose of all material associated with the removal of the Unauthorized Watercourse Crossing at a permitted site under the guidance of a Qualified Professional, in compliance with all applicable federal, provincial and municipal laws;
- (4) That the time limit for completion of all the remedial action requirements described above be set as 5:00 pm on October 30, 2020; and
- (5) That staff be authorized to take all appropriate action in accordance with Section 17 [Municipal Action at Defaulter's Expense] of the Community Charter to ensure compliance with all remedial action requirements imposed on the Owners, provided that:
  - (a) the Owners have not fully completed the remedial action requirements on or before the time limit specified by Council; and

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- (b) all costs incurred by the City to fulfill the remedial action requirements shall be at the expense of the Owner, and subject to Section 17 of the Community Charter, such costs shall be recovered from the Owner as a debt owed to the City of Richmond.
- 8. INVESTING IN CANADA INFRASTRUCTURE PROGRAM -MINORU PLACE ACTIVITY CENTRE CONVERSION TO ARTS CENTRE

(File Ref. No. 10-6000-01) (REDMS No. 6507675 v. 5)

**GP-280** 

See Page GP-280 for full report

Designated Speaker: Jim V. Young

#### STAFF RECOMMENDATION

- (1) That the submission to the Investing in Canada Infrastructure Program – Community, Culture and Recreation Stream, requesting funding of up to \$2.4 million as outlined in the report titled, "Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development be endorsed;
- (2) That the Chief Administrative Officer and General Manager, Engineering and Public Works be authorized to enter into funding agreements with the government for the aforementioned project should it be approved for funding, as outlined in the report titled, "Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development;
- (3) That the Minoru Place Activity Centre Project capital budget be increased by \$749,000, which will be funded by Project Developments 2020 Operating Budget account "Infrastructure Replacement" and that the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly; and

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(4) That the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly should the aforementioned project be approved for funding as outlined in the report titled, "Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development.

ADJOURNMENT



# **Minutes**

# **General Purposes Committee**

Date:	Monday, July 20, 2020
Place:	Council Chambers Richmond City Hall
Present:	Mayor Malcolm D. Brodie, Chair Councillor Chak Au Councillor Carol Day (attending via teleconference) Councillor Kelly Greene (attending via teleconference) Councillor Alexa Loo (attending via teleconference) Councillor Bill McNulty (attending via teleconference) Councillor Linda McPhail (attending via teleconference) Councillor Harold Steves (attending via teleconference) Councillor Michael Wolfe (attending via teleconference)
Call to Order:	The Chair called the meeting to order at 3:02 p.m.

# MINUTES

It was moved and seconded That the minutes of the meeting of the General Purposes Committee held on July 6, 2020, be adopted as circulated.

CARRIED

# COUNCILLOR MICHAEL WOLFE

#### 1A. **BANNING THE USE OF ANTICOAGULANT RODENTICIDES** (File Ref. No.)

Discussion took place on (i) the use of anticoagulant rodenticides in Richmond, (ii) statistics and consequences of the use of the product, specific to Richmond, (iii) owl boxes and bat boxes in the City, and (iv) collaborating with the Richmond School Board in relation to rodent management practices.

In reply to a query from Committee, staff noted that there are owl boxes and bat boxes around the City, particularly around multi-family developments, and a memo could be provided with more details.

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

It was moved and seconded

That the matter of banning the use of anticoagulant rodenticides be referred back to staff conduct an analysis and report back on:

- (a) Rodent management practices in Richmond;
- (b) Jurisdictional limits;
- (c) Partnering opportunities with Richmond School Board and Vancouver Coastal Health; and,
- (d) Consequences and associated costs.

CARRIED

Opposed: Cllrs. Steves Wolfe

# COMMUNITY SAFETY DIVISION

1. SOIL USE FOR THE PLACEMENT OF FILL APPLICATION FOR THE PROPERTY LOCATED AT 19740 RIVER ROAD (SIDHU) (File Ref. No. 12-8080-12-01) (REDMS No. 6487928 v.8)

Staff provided an overview of the application noting that (i) the applicant is already operating a cranberry farm on the property, (ii) part of the property requires peat to bring it up to standard for cranberry farming, and (iii) the applicant is sourcing the materials from a site in the Queensborough area.

In reply to queries from Committee, staff noted that a traffic management plan is required when the permit is ready to be issued. Minder Sidhu, Owner, 19740 River Road, advised that (i) his family has been farming this land for years, (ii) the majority of the land is farmed for eranberries and (iii) that a small portion is left as they could not bring it up to standard at the time.

Stephen Ramsey, Madrone Environmental Services Ltd., provided an overview of the geotechnical water management plan.

In reply to queries from Committee, Mr.Sidhu advised that (i) to be consistent with the neighbouring properties peat was preferable over compost, (ii) there is a 30m buffer between the pipeline and the property, (iii) due to the Covid-19 pandemic it is uncertain when the source site will be developed to obtain the peat, (iv) inspections are conducted to ensure minimal rocks enter the peat, and (v) letters are provided that state there are no contaminants in the peat.

In response to further queries from Committee, Mr. Ramsey provided background information on the water management plan for the property, and advised that control exercises will be performed at the source site and at the destination to ensure quality of the materials.

It was moved and seconded

That the 'Soil Use for the Placement of Fill' application submitted by Sukminder (Minder) Sidhu (the "Applicant") for the Property located at 19740 River Road proposing to deposit peat to develop and expand the current cranberry farming operation be authorized for referral to the Agricultural Land Commission (ALC) for the ALC to review and determine the merits of the proposal from an agricultural perspective as the Applicant has satisfied all of the City's current reporting requirements.

> CARRIED Opposed: Cllr. Greene

# DEPUTY CAO'S OFFICE

 2020 UBCM COMMUNITY EXCELLENCE AWARDS (File Ref. No. 01-0103-01/2019) (REDMS No. 6482378 v.3)

It was moved and seconded

That the City's entries for the Union of BC Municipalities (UBCM) Community Excellence Awards be endorsed, including:

(1) Excellence in Governance: The City of Richmond's Organizational Development Program;

- (2) Excellence in Service Delivery: Community Wellness Strategy 2018-2023;
- (3) Excellence in Asset Management: Richmond Flood Protection Program; and
- (4) Excellence in Sustainability: Mitchell Island Environmental Stewardship Initiatives.

#### CARRIED

### PLANNING AND DEVELOPMENT DIVISION

3. TRANSLINK 2020 CAPITAL COST-SHARE PROGRAM – SUPPLEMENTAL APPLICATIONS

(File Ref. No. 01-0154-04) (REDMS No. 6457711 v.10)

Staff highlighted that TransLink has issued final approval of projects noted in the staff report.

It was moved and seconded

That as described in the report titled "TransLink 2020 Capital Cost-Share Program – Supplemental Applications" dated June 19, 2020 from the Director, Transportation:

- (a) the transit-related projects recommended for cost-sharing as part of the TransLink 2020 Bus Speed and Reliability Program be endorsed;
- (b) should the above project receive final approval from TransLink, the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the funding agreements and the Revised Consolidated 5 Year Financial Plan (2020-2024) be updated accordingly; and
- (c) staff be directed to implement the projects approved by TransLink and report back in one year as part of the City's proposed applications to TransLink's 2021 Capital Cost-Share Programs.

The question on the motion was not called as in reply to queries from Committee, staff noted that they are working with TransLink on upcoming projects, including a bus only lane on Steveston Highway, and the project on the northern portion of No. 3 Road is on hold due to Covid-19.

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

### 4. APPLICATION BY 1058085 BC LTD. FOR REZONING AT 10431 NO. 5 ROAD FROM THE "SINGLE DETACHED (RS1/E}" ZONE TO THE "ARTERIAL ROAD COMPACT TWO-UNIT DWELLINGS (RCD)" ZONE

(File Ref. No. RZ 18-829789) (REDMS No. 6480434)

In reply to queries from Committee, staff noted that (i) due to lot depth, townhouses were not feasible, (ii) numbered companies are required to provide proof of signing authority and letters of authorization from property owners, (iii) tandem parking is preferable as the lots are not wide enough to accommodate side-by-side parking, and (iv) landscaping design is determined through the Servicing Agreement and Development Permit stages.

Direction was given to staff to prepare a staff memorandum that provides the names of applicants and property owners for this development application. It was requested that for future development applications the names of applicants and property owners be provided to Council.

It was moved and seconded

- (1) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10197 to create the "Arterial Road Compact Two-Unit Dwellings (RCD)" zone, be introduced and given First Reading; and
- (2) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10195, for the rezoning of 10431 No. 5 Road from "Single Detached (RSI/E)" to "Arterial Road Compact Two-Unit Dwellings (RCD)", be introduced and given First Reading.

CARRIED Opposed: Cllr. Day

### 5. APPLICATION BY KANARIS DEMETRE LAZOS FOR A HERITAGE ALTERATION PERMIT (HA 19-881148) AND A STEVESTON VILLAGE HERITAGE CONSERVATION GRANT AT 12111 3RD AVENUE (STEVESTON HOTEL)

(File Ref. No. HA 19-881148) (REDMS No. 6486957)

Staff reviewed the application and noted that (i) the application is necessary to the extend the physical life of the Steveston Hotel, (ii) the application is consistent with the Heritage Conservation Grant Program, and (iii) further conservation work to maintain the building will occur incrementally in the future. In reply to queries from Committee, staff advised that (i) works done to the Steveston Hotel previously over the years were done prior to the establishment of the Steveston Conservation Program, (ii) work done recently under the heritage alteration permit has not altered the original character of the building, and (iii) the restoration will be done as part of a conservation plan that is prepared by heritage professionals.

It was moved and seconded

- (1) That a Heritage Alteration Permit (HA 19-881148) be issued which would permit the replacement of the existing roof on the building located at 12111 3rdAvenue; and
- (2) That a grant request in the amount of \$72,800 be approved under the Steveston Village Heritage Conservation Grant Program to assist with the roof replacement work for the building located at 12111 3<sup>rd</sup> Avenue, and disbursed in accordance with Council Policy 5900.

CARRIED

# LEGAL AND LEGISLATIVE SERVICES DEPARTMENT

6. LIVE-STREAMING OF COUNCIL AND COMMITTEE MEETINGS AND OF COUNCIL-SCHOOL BOARD LIAISON COMMITTEE MEETINGS AND DEVELOPMENT PERMIT PANEL MEETINGS (File Ref. No. 01-0105-01) (REDMS No. 6491857 v. 3)

Discussion took place on (i) technical upgrades to the Anderson room to accommodate for physical distancing and live-streaming, (ii) keeping all Standing Committee meetings and Council meetings in Council Chambers during the Covid-19 pandemic, (iii) potential installation of plexiglass dividers for Council Chambers, and (iv) liaising with the Richmond School District with regard to livestreaming Council/School Board Liaison Committee meetings.

Direction was given to staff to provide a memorandum in relation to public engagement and online viewing statistics of Council and Committee meetings.

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

It was moved and seconded

- (1) That during the Covid-19 pandemic:
  - (a) all Standing Committee and Council meetings will be held in the Council Chambers;
  - (b) all Standing Committee meetings, Council meetings, Council/School Board Liaison Committee meetings, subject to

Richmond School District approval, and Development Permit Panel meetings be livestreamed;

- (2) That during the Covid-19 pandemic, staff explore technological upgrades to the Anderson Room for live-streaming functionality post Covid-19;
- (3) That staff provide budgetary implications information, including changes to Council Chambers and the Anderson Room; and
- (4) That the above mentioned matters be further revisited post Covid-19.

CARRIED

### ENGINEERING AND PUBLIC WORKS DIVISION

# 7. AWARD OF CONTRACT 6676P – SUPPLY OF HYDRO-VAC SERVICES

(File Ref. No. 10-6000-00) (REDMS No. 6483396 v.3)

It was moved and seconded

- (1) That contract 6766P Supply of Hydro-Vac Services for an initial three-year term be awarded on an "as and when requested" basis to McRae's Environmental Service Ltd as the most responsive and responsible bidder. The initial three-year term is estimated at \$7,277,841 exclusive of taxes and 10% contingency; and
- (2) That approval from Council will be requested prior to staff executing an option to renew the contract for a further two-year term, for a maximum total term of five years; and
- (3) That the Chief Administrative Officer and the General Manager, Engineering and Public Works be authorized to execute the contract with McRae's Environmental Service Ltd.

#### CARRIED

### 8. LIBRARY CULTURAL CENTRE MECHANICAL UPGRADE PROJECT

(File Ref. No. 10-6125-05-01) (REDMS No. 6368260)

In reply to queries from Committee, staff provided and overview of pricing of carbon emissions and noted that (i) option 2 has more environmental benefits; however, a higher cost, (ii) the building has a longevity of 15-20 years, (iii) in the future the goal is to connect the building to the Lulu Island Energy District, (iv) there are no plans for parking on the rooftop of the building, and (v) should this project move forward, it will not impact any future building upgrades.

Direction was given to staff to provide a memorandum on potential future cost savings with regards to Green House Gas Emissions providing comparative information.

#### It was moved and seconded

That the Equipment Renewal and GHG Reduction Project, described as Option 2 on page 4 in the staff report titled "Library Cultural Centre Mechanical Upgrade Project", dated July 20, 2020, from the Director, Sustainability and District Energy, be approved.

> CARRIED Opposed: Cllr. Loo

# PLANNING AND DEVELOPMENT DIVISION

#### 9. ESTIMATED COSTS FOR TEMPORARY ROAD CHANGES IN STEVESTON VILLAGE FOR AUGUST 2020 (File Ref. No.)

Staff reviewed the memorandum dated July 20, 2020, from the Manager, Economic Development, (attached to and forming part of these Minutes as Schedule 1).

In response to queries from Committee, staff advised that (i) traffic control personnel are public works staff, (ii) overtime would be accrued if hours were outside of normal working hours or on weekends, (iii) temporary patios are available to Richmond businesses that meet the criteria, (iv) nine temporary patio applications have been approved with five outside of the Steveston area, (v) a hybrid model with Moncton Street opened on weekdays and closed on weekends could be examined, and (vi) traffic control staff would help coordinate deliveries, provide directions.

Direction was given to staff to provide a memorandum outlining the signage plan for the proposed street closures in Steveston Village.

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

It was moved and seconded

- (1) That Option 2, One-Way on Moncton Street and One-Way on Bayview Street from August 4, 2020, until and including Labour Day, as outlined in the staff memorandum titled "Estimated Costs for Temporary Road Changes in Steveston Village for August 2020" dated July 16, 2020, from the Director, Transportation, be approved; and
- (2) That staff provide clarification regarding the cost and source of funding for the street closures; and

# (3) That staff provide a comprehensive signage plan for the street closures.

The question on the motion was not called as discussion took place on insufficient space for pedestrians on one-way streets and in reply to a query from Committee, staff noted that all businesses in the area would receive information with an email and phone number should they have any concerns or issues.

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

### ADJOURNMENT

It was moved and seconded *That the meeting adjourn (5:12 p.m.).* 

#### CARRIED

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, July 20, 2020.

Mayor Malcolm D. Brodie Chair Sarah Goddard Legislative Services Associate Schedule 1 to the Minutes of the General Purposes Committee meeting of Richmond City Council held on Monday, July 20,



**Memorandum** Finance and Corporate Services Division

To: Mayor and Councillors From: Katie Ferland Manager, Economic Development Date:July 20, 2020File:08-4150-01/2020-Vol 01

### Re: Update on Steveston Business Engagement re: COVID-19 Street Usage

Following Council's decision on July 13, 2020, to implement temporary road changes in Steveston Village on the BC Day long weekend, staff conducted further outreach to area merchants to advise them of these changes. Feedback was also sought regarding the possibility of extending these changes beyond the long weekend as a means to support businesses and economic recovery while providing additional space for merchants, residents and visitors to meet physical distancing requirements.

#### Objective

Ensuring public health and community safety continues to be the number one priority for the City and for businesses during the COVID-19 pandemic, and is key to economic recovery. To support this objective the City has implemented various initiatives in Steveston Village including creating extra space for pedestrians and cyclists on Bayview Street, having a team of roving Community Ambassadors to educate the public on physical distancing in parks and open spaces, and monitoring and enforcing public health orders. A temporary patio program was also introduced to provide restaurants, cafes and pubs with additional space to safely accommodate patrons and increase their seating capacity.

In addition, temporary road changes have been introduced for Canada Day and for the BC Day long weekend in order to provide additional space for residents, businesses, customers and visitors when increased crowds are expected.

Beginning in early June the City has conducted multiple rounds of outreach to Steveston Village merchants regarding temporary road changes introduced or considered. Council has been notified of the results of this consultation, which included hand delivery of notices to all businesses in Steveston Village, an on-line and telephone survey conducted between June 6 and 10, an online presentation on June 9, and an invitation to provide feedback on measures implemented for Canada Day. Because of the short time frame to receive input during the initial consultation, and the introduction of subsequent temporary road changes for the BC Day long weekend, additional outreach was undertaken as described below.

#### Method

Between July 15 and 20 staff from the Economic Development Office, assisted by Community Ambassadors, contacted all businesses with addresses on Moncton Street and Bayview Street to inform them of the temporary changes that will be in effect from August 1 to 3 and to seek their input and feedback regarding the possibility of extending these changes beyond the long weekend. While all businesses in Steveston Village will be notified of the temporary changes in advance, this particular outreach was directed to businesses with addresses on Moncton Street and Bayview Street as the initial survey indicated that they would be the most impacted by such changes.



#### July 20, 2020

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102 businesses were contacted through in person visits, by telephone, and via email. 82 businesses responded to that outreach, representing an 80% response rate.

#### <u>Results</u>

43% of the businesses consulted (35) were in favour of extending the approved road changes beyond the BC Day long weekend. Comments received include:

- There is a need to create additional space for pedestrians and cyclists in Steveston as it becomes busier with improving summer weather.
- Expanding commercial retail and restaurant areas would only be viable for some businesses if street space was repurposed for this use.
- Businesses require certainty on any changes introduced so that they can adequately prepare and plan.

49% of the businesses consulted (40) were opposed to extending the approved road changes beyond the BC Day long weekend. Comments received include:

- Parking is already a challenge in Steveston Village and losing on-street parking would cause difficulties for regular customers and those with mobility issues.
- Moncton Street is not busy enough on a daily basis to warrant the ongoing full closure of the street, which could have a detrimental impact on businesses.
- Regular vehicle access to the streets is imperative for loading, delivery and servicing activities.
- Creating a one-way loop between Bayview Street and Moncton Street could be a viable option to maintain vehicle circulation and some on-street parking, while creating additional space for pedestrian and cyclist movement, as well as for commercial activities to expand onto the street.

9% of the businesses consulted (7) declined to provide a response. 8 businesses were unreachable due to indefinite closures and other reasons, and staff continue to attempt to contact the remaining 13 businesses on Moncton Street and Bayview Street that have not yet provided their feedback.

#### Conclusion

Businesses in Steveston have been consulted through various means beginning in early June regarding temporary road changes that are being planned or considered. The most recent targeted outreach to 102 businesses on Bayview Street and Moncton Street occurred between July 15 and 20 and yielded an 80% response rate. There was no clear consensus regarding the option of extending the planned temporary changes (one-way traffic on Bayview Street and the closure of Moncton Street) beyond the BC Day long weekend. The wide variety of responses received reflects the different types of businesses operating in Steveston Village and their unique needs. Staff will continue to work with businesses in Steveston and throughout Richmond on various economic response and recovery initiatives.

If there are any questions regarding this information, please contact the undersigned.

Ktedad

Katie Ferland Manager, Economic Development 604-247-4923

cc SMT Lloyd Bie, Director, Transportation Carli Williams, Manager, Business Licence and Bylaws





# **Special General Purposes Committee**

Date:	Monday, July 27, 2020
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- Place: Council Chambers Richmond City Hall
- Present: Mayor Malcolm D. Brodie, Chair Councillor Chak Au Councillor Carol Day (attending via teleconference) Councillor Kelly Greene (attending via teleconference) Councillor Alexa Loo (attending via teleconference) Councillor Bill McNulty (attending via teleconference) Councillor Linda McPhail (attending via teleconference) Councillor Harold Steves (attending via teleconference) Councillor Michael Wolfe (attending via teleconference)
- Call to Order: The Chair called the meeting to order at 4:00 p.m.

# COUNCILLOR HAROLD STEVES

1. **OPEN LETTER RE: RESILIENT FOOD SYSTEMS** (File Ref. No.)

Cllr. Steves provided background information on proposals for resilient food systems and discussion ensued with regard to advocating the Province on adopting food system strategies.

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

It was moved and seconded

That the letter to the Premier advocating for resilient food systems and the attachment outlining the strategies and policies be referred to staff to examine aspects that apply to Richmond, and report back.

The question on the motion was not called as staff were directed to (i) examine opportunities to discuss the matter with the BC Minister of Agriculture through the upcoming Union of BC Municipalities Annual Convention, (ii) examine opportunities to consider the matter together with a review of Fraser River management, and (iii) provide Council with information related to the City's current policy on the matter.

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

# FINANCE AND CORPORATE SERVICES DIVISION

### 2. 2020 ANNUAL TAX SALE OPTIONS

(File Ref. No. 03-1240-01) (REDMS No. 6491657)

Discussion ensued with regard to (i) options to defer the tax sale and the timing of the tax sale during the COVID-19 Pandemic, (ii) utilizing larger City venues such as the Richmond Olympic Oval to host the tax sale, and (iii) the potential financial impact to delay the tax sale.

In reply to queries from Committee, staff noted that (i) Council would have until August 31, 2020 to defer this year's tax sale to 2021, (ii) should the tax sale proceed, the event would be relocated to the Minoru Centre, and (iii) the City works with property owners to arrange payment of tax delinquencies to reduce the potential number of properties designated for the tax sale.

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

It was moved and seconded

- (1) That the 2020 Annual Tax Sale be deferred;
- (2) That the Bylaw to Defer Annual Tax Sale for 2020, Bylaw No. 10199 be introduced and given first, second, and third readings; and
- (3) That the Bylaw to Defer Annual Tax Sale for 2020, Bylaw No. 10199 be adopted.

The question on the motion was not called as discussion ensued with regard to the potential interest earned through the deferral of the tax sale.

The question on the motion was then called and it was **DEFEATED** with Mayor Brodie, Cllrs. Loo, McNulty, McPhail and Steves opposed.

Discussion then ensued with regard to reducing the number of outstanding tax accounts and monitoring potential financial distress as a result of the COVID-19 Pandemic.

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

It was moved and seconded

That the report titled "2020 Annual Tax Sale Options" be referred back to staff and staff continue efforts to work with property owners to arrange payment of tax delinquencies and report back to Council with a status update on the number of tax delinquencies before the end of August 2020.

CARRIED

# COMMUNITY SAFETY DIVISION

3. PROVINCIAL CONSULTATION ON MONEY SERVICES BUSINESSES REGULATION (File Ref. No. 09-5350-01) (REDMS No. 6503179)

It was moved and seconded

That the responses included in Attachment 2 of the staff report titled "Provincial Consultation on Money Services Businesses Regulation", dated July 17, 2020, from the General Manager, Community Safety be endorsed for submission to the BC Ministry of Finance.

The question on the motion was not called as discussion ensued with regard to (i) cooperation with external agencies such as FINTRAC and the RCMP, (ii) opportunities to regulate Money Services Businesses (MSB), and (iii) advocating the Province to expedite legislation regulating MSBs.

It was suggested that should Council adopt the proposed motion, staff prepare a public announcement on the matter.

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

# ADJOURNMENT

It was moved and seconded *That the meeting adjourn (4:32 p.m.).* 

### CARRIED

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, July 27, 2020.

Mayor Malcolm D. Brodie Chair Evangel Biason Legislative Services Coordinator



To:	General Purposes Committee	Date:	July 20, 2020
From:	Kim Somerville Director, Community Social Development	File:	08-4057-05/2020-Vol 01
Re:	Housing Agreement Bylaw No. 10036 to Permit the City of Richmond to Secure Affordable Housing Units at 3208 Carscallen Road		

#### Staff Recommendation

That Housing Agreement (3208 Carscallen Road) Bylaw No. 10036 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by Rezoning Application RZ 12-610011 be introduced and given first, second and third reading.

Kim Somerville Director, Community Social Development (604-247-4671)

Att. 1

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Law Development Applications	<b>N</b>	be Erceg	
SENIOR STAFF REPORT REVIEW	Initials:	APPROVED BY CAO	

#### Staff Report

#### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10036 to secure at least  $3,007 \text{ m}^2 (32,367 \text{ ft}^2)$  or 41 affordable housing units in the proposed development located at 3208 Carscallen Road (Attachment 1).

This report supports Council's Strategic Plan 2018-2022 Strategic Focus Area #4 An Active and Thriving Richmond:

An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.

This report supports Council's Strategic Plan 2018-2022 Strategic Focus Area #6 Strategic and Well-Planned Growth:

Leadership in effective and sustainable growth that supports Richmond's physical and social needs.

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

Strategic Direction #1: Expand Housing Choices

This report is also consistent with the Richmond Affordable Housing Strategy 2017–2027, adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City.

The applicant, Pinnacle Living (Capstan Village) Lands Inc., has applied to the City for a Development Permit (DP 18-821292) for the third and fourth phase of a four-phase, mixed use project in the City Centre's Capstan Village area. Phase 3 and Phase 4, which comprise a total of 322 dwelling units including 41 affordable housing units, is consistent with the City's Affordable Housing Strategy 2017-2027. The Phase 3 and Phase 4 Development Permit was endorsed by the Development Permit Panel on May 13, 2020.

The Phase 3 and Phase 4 Development Permit is associated with the applicant's rezoning application (RZ 12-610011) for rezoning of lands in the area generally bounded by No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way from "Single Detached (RS1/F)" to "Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)" and "School & Institutional Use (SI)." The rezoning bylaw was adopted by Council on December 17, 2014.

For Phases 1 and 2, the developer entered into three Housing Agreements to secure a total of 23 affordable housing units and 17 Artist Residential Tenancy Studio (ARTS) units, including 11 affordable housing units (Bylaw No. 9162) in Phase 1 and 12 affordable housing units (Bylaw No. 9772) in Phase 2. At build-out of all four phases, the developer must provide a final total of five per cent of the total residential floor area for affordable housing units. As the rezoning

application was received prior to July 24, 2017, it is subject to grandfathering of the five per cent affordable housing contribution rate.

A Zoning Text Amendment for 3208 Carscallen Road (Area C) and 3211 Carscallen Road (Area D) (ZT 18-827860), seeking to transfer the developer's required affordable housing contribution from 3211 Carscallen Road (Area D) to 3208 Carscallen Road (Area C) went to Public Hearing on December 16, 2019 and has received third reading. This resulted in a total of 3,007 m<sup>2</sup> (32,367ft<sup>2</sup>) to be delivered in Area C, comprising of approximately five per cent of the combined total floor area of Area C and Area D. The registration of a Housing Agreement and Housing Covenant are conditions of Development Permit (DP 18-821292) issuance, which secures 41 affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

It is recommended that the proposed Housing Agreement Bylaw for the subject development (Bylaw No. 10036) be introduced and given first, second and third reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

### Analysis

The subject development application involves the development of approximately 322 residential units in Areas C and D including 41 affordable rental housing units in Area C. The 41 affordable housing units proposed represent approximately five per cent of the total combined residential floor area of Area C and Area D. Twenty-three of these units will be family-friendly, two and three-bedroom units and the remaining 18 units will be studio and one-bedroom units. The 41 affordable housing units will be dispersed throughout the first five floors of the building in Area C.

Unit Type	Number of Units	Minimum Unit Area	Maximum Monthly Unit Rent*	Total Maximum Household Income*
Studio	2	37 m² (400 ft²)	\$811	\$34,650 or less
1-Bedroom	16	50 m² (535 ft²)	\$975	\$38,250 or less
2-Bedroom	9	69 m² (741 ft²)	\$1,218	\$46,800 or less
3-Bedroom	14	91 m² (980 ft²)	\$1,480	\$58,050 or less
TOTAL	41	N/A	N/A	N/A

The affordable housing units anticipated to be delivered are as follows:

\*To be adjusted annually based on the terms of the Housing Agreement.

The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. In addition, the Agreement restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units.

The Agreement specifies that occupants of the affordable rental housing units shall have the same access to all residential indoor and outdoor amenity spaces available to other (market) residents of the building in which affordable rental housing units are contained. The Agreement further specifies that no fees or charges be imposed for the use of affordable housing parking spaces and indoor and outdoor common areas (e.g. visitor parking and bike storage). Affordable housing tenants will not be charged any additional costs over and above their rent (i.e. move in/move out or parking fees). To ensure that the Owner is managing the affordable housing units according to the terms outlined in the Housing Agreement, the Agreement permits the City to conduct a statutory declaration process no more than once a year. Through this process, the City tracks the occupied affordable housing units and ensures that they are rented to eligible tenants at the permitted rental rates. Should the owner choose to sell the affordable housing units, the Housing Agreement requires that units be sold in groupings of nine, which would allow for a potential non-profit to purchase and manage the units.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to 3208 Carscallen Road to secure the 41 affordable rental units.

Given that all the affordable rental units required for Areas C and D will be contained in Area C, no housing agreement or housing covenant are required in connection with Area D.

#### **Financial Impact**

None.

#### Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 10036 is required to permit the City to enter into a Housing Agreement. Together with the Housing Covenant, this will act to secure 41 affordable rental units that are proposed in association with Rezoning Application RZ 12-610011.

Cody Spr

Cody Spencer Program Manager, Affordable Housing (604-247-4916)

Att. 1: Map of 3208 Carscallen Road

# Bylaw 10036



### Housing Agreement (3208 Carscallen Road) Bylaw No. 10036

The Council of the City of Richmond enacts as follows:

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

PID: 029-462-941 Lot 3, Section 28, Block 5 North, Range 6 West, New Westminster District, Plan EPP43707

2. This Bylaw is cited as Housing Agreement (3208 Carscallen Road) Bylaw No. 10036.

FIRST READING	 CITY OF RICHMOND	
SECOND READING	 APPROVED for content by originating dept.	
THIRD READING		
ADOPTED	APPROVED for legality by Solicitor	

MAYOR

### CORPORATE OFFICER

#### Schedule A

### To Housing Agreement (3208 Carscallen Road) Bylaw No. 10036.

HOUSING AGREEMENT AMONG PINNACLE LIVING (CAPSTAN VILLAGE FOUR) LIMIITED PARTNERSHIP (beneficial owner), PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC. (registered owner) AND THE CITY OF RICHMOND

#### HOUSING AGREEMENT – AFFORDABLE HOUSING (Section 483 Local Government Act)

THIS AGREEMENT is dated for reference July \_\_\_\_\_, 2020,

#### AMONG:

**PINNACLE LIVING (CAPSTAN VILLAGE FOUR) LIMITED PARTNERSHIP**, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6, by its general partner **PINNACLE LIVING (CAPSTAN VILLAGE FOUR) GP PLAZA INC.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6

(the "Beneficiary")

#### AND:

**PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC.**, a company duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6

(the "Nominee")

(the Beneficiary and the Nominee are, together, the "**Owner**" as more fully defined in section 1.1 of this Agreement)

#### AND:

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

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

#### WHEREAS:

A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

{00636353;7}

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860



- B. The Beneficiary is the only beneficial owner of the Lands and the Nominee is the registered owner of the Lands; and
- C. The Owner and the City wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings:
  - (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be updated, amended or replaced from time to time;
  - (b) "Affordable Housing Unit" means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
  - (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
  - (d) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
  - (e) "City" means the City of Richmond;
  - (f) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
  - (g) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
  - (h) "Daily Amount" means \$100.00 per day as of January 1, 2020 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2020, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year will be final and conclusive;

{00636353;7}

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (i) **"Development"** means the residential development to be constructed on the Lands;
- (j) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
- (1) "Eligible Tenant" means a Family having a cumulative gross annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; and
  - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less,

provided that, commencing January 1, 2020, the annual incomes set-out above will be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the subsequent year will remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year will be final and conclusive;

- (m) **"Family"** means:
  - (i) a person;
  - (ii) two or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption;
- (n) "GST" means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (o) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;

 $\{00636353; 7\}$ 

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

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- (p) *"Interpretation Act"* means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) "Lands" means the lands and premises legally described as follows Parcel Identifier: 029-462-941, Lot 3, Section 28, Block 5 North, Range 6 West, New Westminster District, Plan EPP43707, including a building or a portion of a building, into which said lands are Subdivided;
- (s) *"Local Government Act"* means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) "LTO" means the New Westminster Land Title Office or its successor;
- (u) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (v) **"Permitted Rent"** means no greater than:
  - (i) \$811.00 (exclusive of GST) a month for a studio unit;
  - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
  - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
  - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2020, the rents set-out above will be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year will remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year will be final and conclusive;

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

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (y) *"Strata Property Act"* means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (z) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (aa) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (bb) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.
- 1.2 In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
  - (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (g) time is of the essence;
  - (h) all provisions are to be interpreted as always speaking;
  - (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers.

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;

- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

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

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner (or in the case of a corporate owner the director, officer or authorized signatory of the Owner), containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner will provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if the City reasonably believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
  - (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
  - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and

{00636353;7}

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (c) request final inspection permitting occupancy, nor occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to carry out the final inspection permitting occupancy, or to permit occupancy of any Dwelling Unit or building constructed on the Lands, until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
  - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
  - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

If and to the extent that the Housing Covenant contemplates staged construction and occupancy of the Affordable Housing Units, the Housing Covenant will govern.

#### ARTICLE 3

### DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than <u>nine (9) Affordable Housing Units located in one building</u> in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than <u>nine (9)</u> Affordable Housing Units in one building;
  - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a "building" for the purposes of this Agreement; and

{00636353;7}

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
  - (a) includes the following provision:

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

- (i) a statement of gross annual income from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under; and
- (iv) number of occupants of the Affordable Housing Unit 55 years of age and over."
- (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers the Affordable Housing Units (pursuant to section 3.3), the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.6 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
  - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

{00636353;7}

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Affordable Housing Unit, including guest suites;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) any fees and charges for the use of parking spaces assigned for the exclusive use of the Affordable Housing Unit;
  - (v) any fees and charges for the use of any indoor or outdoor common property, limited common property, or other common areas, facilities or amenities, including without limitation guest suites (except as set out in paragraph (x), below), parking, bicycle storage, electric vehicle charging stations or related facilities;
  - (vi) any fees and charges for the use of sanitary sewer, storm sewer, water; or
  - (vii) property or similar tax;

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

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and/or bicycle charging infrastructure);
- (ix) installing electric vehicle and/or bicycle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the building), by or on behalf of the Tenant; and
- (x) security and fees for the use of guest suites (if any), provided that such charges are the same as payable by other residential occupants of the building in which the Affordable Housing Units are located;

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

{00636353;7}

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

and in the case of each breach, subject to any contrary provisions in the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for paragraph (e)(ii), above *[Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement]*, the notice of termination will provide that the termination of the tenancy will be effective two months following the date of the notice of termination. In respect to paragraph (e)(ii), above, termination will be effective on the day that is six months following the date that the notice of termination to the Tenant;

- (f) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 The Owner will not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement. This requirement will not lessen the Owner's obligations under this Agreement, or be deemed a delegation of the Owner's obligations under this Agreement.

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, then the Owner will use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit, as applicable, to vacate the Affordable Housing Unit on or before the effective date of termination.

#### ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

#### ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as affordable rental accommodation, imposes age-based restrictions on Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect.
- 5.3 No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as affordable rental accommodation in accordance with this Agreement.

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- 5.4 No strata corporation will pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.6(d).
- 5.5 No strata corporation will pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and/or bicycle charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle and/or bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units. For greater certainty, electricity fees and charges associated with the Owner or the Tenant's use of electrical vehicle and/or bicycle charging infrastructure are excluded from this provision.
- 5.6 The strata corporation will not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle and/or bicycle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the same strata plan as the Affordable Housing Unit.

#### ARTICLE 6 DEFAULT AND REMEDIES

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

then the Owner will pay the Daily Amount to the City for every day that the breach continues after 45 days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860



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

#### ARTICLE 7 MISCELLANEOUS

#### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the index of the common property of the strata corporation stored in the LTO and on title to all strata lots in the Development (including Affordable Housing Units and non-Affordable Housing Units);
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands;
- (d) if the Lands are Subdivided pursuant to the *Land Title Act* (including standard and air space parcels), this Agreement will secure only the legal parcels which contain the Affordable Housing Units. The City will partially discharge this Agreement accordingly, provided however that:
  - the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
  - (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
  - (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
  - (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

Notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended;

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860



- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots which are Affordable Housing Units; and
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

#### 7.2 No Compensation

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

#### 7.3 Modification

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

#### 7.4 Management

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

#### 7.5 Indemnity

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

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

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### 7.6 **Release**

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

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

#### 7.7 Survival

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

#### 7.8 **Priority**

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

#### 7.9 City's Powers Unaffected

This Agreement does not:

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860



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

#### 7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

#### 7.11 No Public Law Duty

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

#### 7.12 **Notice**

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

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

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860



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

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

#### 7.13 Enuring Effect

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

#### 7.14 Severability

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

#### 7.15 Waiver

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

#### 7.16 Sole Agreement

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

#### 7.17 Further Assurance

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

#### 7.18 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this {00636353; 7 } Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road

Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

#### 7.19 Equitable Remedies

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

#### 7.20 No Joint Venture

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

#### 7.21 Applicable Law

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

#### 7.22 Deed and Contract

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

#### 7.23 Joint and Several

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

#### 7.23 Limitation on Owner's Obligations

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

[Signature blocks follow]

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

## **PINNACLE LIVING (CAPSTAN VILLAGE FOUR) LIMITED PARTNERSHIP,** by its general partner

**PINNACLE LIVING (CAPSTAN VILLAGE FOUR) GP PLAZA INC.,** by its authorized signatory(ies):

Pe Name:

Per: M. DE CUTIIS Name:

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC.,

by its authorized signatory(ies):

Per: Name:

Name

Per: <u>M</u> Name:

**CITY OF RICHMOND** 

by its authorized signatory(ies):

Per:

Malcolm D. Brodie, Mayor

Per:

Claudia Jesson, Corporate Officer

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

Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

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#### Schedule A to Housing Agreement

#### STATUTORY DECLARATION (Affordable Housing Units)

	) IN THE MATTER OF Unit Nos
	) (collectively, the "Affordable Housing Units") located
CANADA	) at
PROVINCE OF BRITISH COLUMBIA	<ul> <li><i>(street address)</i>, British Columbia, and Housing</li> <li>Agreement dated, 20 (the</li> </ul>
TO WIT:	) "Housing Agreement") between
:	) and
	) the City of Richmond (the "City")

I,	(full name),
of	(address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

- 1. □ I am the registered owner (the "**Owner**") of the Affordable Housing Units; *or*,
  - □ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
- 2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20\_\_\_\_\_ to December 31, 20\_\_\_\_\_ (the "**Period**");
- 3. To the best of my knowledge, continuously throughout the Period:
  - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
  - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

the Affordable Housing Units;

- 4. To the best of my knowledge, the information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
- 5. The tenancy agreements entered into between the Owner and the respective occupants of the Affordable Housing Units contains the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

)	
)	
)	
)	
)	(Signature of Declarant)
) Name:	
)	
)	
)	
	) ) ) ) ) ) ) ) ) ) ) ) ) and dated and with

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



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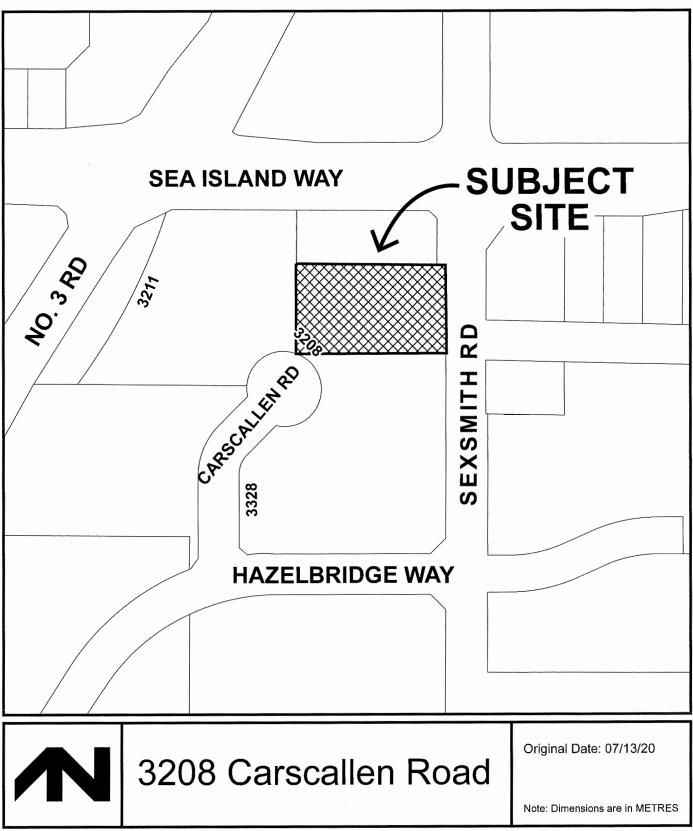
### APPENDIX A (to Statutory Declaration) Information Table

	Unit	Unit Type	# of Occupants	# of Occupants 18 Years and Under	SS Years	Before-tax Employment Income (If Tenant is 18+ Years)	Other income (if Tennot is 18+ Years)	Income Verification Received	Before-tax (gross) Income of all Tenants	Monthly Rent	Planned % Rent Increase in the Next Year	Parking Fees	Move- In/Move- out Fees	Storage Fees	Amenit Usage Fees
1															
2															
3															
5															
T		er: 5960485													

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Housing Agreement (Section 483 Local Government Act) 3208 Carscallen Road Application No. RZ 12-610011/DP 18-821292/ZT 18-827860







- To: General Purposes Committee
- From: Wayne Craig Director, Development

 Date:
 August 25, 2020

 File:
 AG 20-891572

## Re: Application by Dagneault Planning Consultants Ltd. for an Agricultural Land Reserve Subdivision at 3031 No. 7 Road

#### Staff Recommendation

That the application by Dagneault Planning Consultants Ltd. for an Agricultural Land Reserve Subdivision at 3031 No. 7 Road be forwarded to the Agricultural Land Commission.

for Wayne Craig Director, Development

WC:sds Att. 8

**REPORT CONCURRENCE CONCURRENCE OF GENERAL MANAGER** Jee Ercen

#### Staff Report

#### Origin

Dagneault Planning Consultants Ltd., on behalf of the property owners David May & Mayland Farms Ltd. (Director: Kim May), has submitted an Agricultural Land Reserve (ALR) subdivision application at 3031 No. 7 Road in order to subdivide the homesite from the larger agricultural parcel. A location map and aerial photograph are provided in Attachment 1.

The subject ALR subdivision application is proposing to utilize the Agricultural Land Commission's (ALC) Homesite Severance Policy (Policy L-11) (Attachment 2). The purpose of the Policy is to provide a list of guidelines to consider for situations where the property has been the principal residence of the applicant as owner-occupant since December 21, 1972, and the applicant wishes to dispose of the parcel, but retain a homesite on the land. More information regarding the Policy's guidelines and a comparison with the subject application is provided in the "Analysis" section of this report.

The subject ALR subdivision application is part of the applicant's farm succession planning and the purpose is to transfer the remainder parcel to the applicant's children, the next generation of farmers.

As per the *Agricultural Land Commission Act* (ALCA), the ALR subdivision application may not proceed to the ALC unless authorized by a resolution of the local government.

#### Findings of Fact

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

#### **Surrounding Development**

To the North:	Across a City-owned Road Right-of-Way, an agricultural operation on an approximately 3.24 hectare (8 acre) lot zoned "Agriculture (AG1)".
To the South & West:	Agricultural operation on an approximately 23.75 hectare (58.69 acre) lot zoned "Agriculture (AG1)".
To the East:	Single-family dwelling on a lot zoned "Agriculture (AG1)", and across No. 7 Road, an agricultural operation on an approximately 15.6 hectare (38.56 acre) lot zoned "Agriculture (AG1)".

#### **Related Policies & Studies**

#### Official Community Plan

The Official Community Plan (OCP) land use designation for the subject site is "Agriculture (AGR)", which comprises of those areas of the City where the principal use is agriculture and food production, but may include other land uses as permitted under the *Agricultural Land Commission Act* (ALCA). The proposed ALR subdivision application would comply with this

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designation. The subject property is also currently zoned "Agriculture (AG1)", which permits a wide range of farming and compatible uses.

The City's OCP and Agricultural Viability Strategy also contain policies limiting subdivision of agricultural land into smaller parcels, except where possible benefits to agriculture can be demonstrated. The possible benefits to agriculture as a result of the subject ALR subdivision application are further discussed in the "Analysis" section of this report.

#### Food Security and Agricultural Advisory Committee

The Food Security and Agricultural Advisory Committee (FSAAC) reviewed and supported the subject ALR subdivision application at its meeting held on June 18, 2020. An excerpt from the June 18, 2020 FSAAC meeting minutes is provided in Attachment 4.

#### Analysis

#### ALC Homesite Severance Policy

The ALC's Homesite Severance Policy (Policy L-11) provides guidelines for situations where the property has been the principal residence of the applicant as owner-occupant since December 21, 1972, and the applicant wishes to dispose of the parcel, but retain a homesite on the land. The guidelines contained in the Policy are summarized below, along with staff comments regarding the subject application in *bold italics*:

• Documentary evidence that the applicant has continuously owned and occupied the property as a principal residence since December 21, 1972.

The applicant has provided documentary evidence that the property owner was part of a trust which purchased the property prior to December 21, 1972. The subject property became the applicant's principal residence in 1988 upon receiving clear title and completion of the existing single-family dwelling. ALC staff have advised that although the applicant has not occupied the property since December 21, 1972, the applicant can still apply under the Policy, as the applicant's eligibility is subject to the discretion of the Commission. Regardless, eligibility and consistency with the Policy does not grant the applicant an automatic right to approval.

• Where an applicant has had a previous subdivision application approved by the Commission, the Commission may deny further subdivision under the Homesite Severance Policy.

Two previous subdivision applications associated with this property have been approved by the ALC in 1984 (Resolution #1074/84 & #1460/84) and 1988 (Resolution #266/88) to create the current configuration of lots in the surrounding area. The purpose of the previous subdivision applications was also related to farm succession planning and transferring parcels to the next generation of farmers in order to farm with title. • Documentary evidence showing a legitimate intention to sell the remainder of the property upon approval of the application.

The purpose of the application is to transfer the remainder parcel to the property owner's children. The property owner has provided a letter (Attachment 5) indicating the intent to transfer the remainder parcel to the property owner's child. Should the application be forwarded by Council and approved by the ALC, the property owner will complete the documentation required by the ALC to ensure the remainder parcel is formally transferred.

• Consideration of the agricultural integrity of the area as a result of the subdivision, including the minimum size compatible with the character of the homesite and the potential difficulty for the agricultural operation or management of the remainder.

The proposed subdivision would result in a 1.29 hectare (3.2 acre) homesite and a 6 hectare (14.83 acre) remainder parcel. The proposed subdivision plan is provided in Attachment 6. The property is currently farmed and has farm status as per BC Assessment. The applicant has indicated that the remainder area is currently in forage crops and the intention is to replant the area into cranberry production. The applicant has indicated that replanting cranberries is costly, and credit is traditionally used to finance the process. In this case, the Agrologist has provided an approximate cost estimate of \$414,000 in improvements, which includes irrigation and drainage lines, plant stock, and labour costs. It is important to obtain title in order to secure the credit necessary to finance the proposed agricultural improvements. No agricultural activity is currently conducted or proposed on the homesite.

• Consideration of the remainder to ensure it is of a size and configuration that will constitute a suitable agricultural parcel.

The applicant has submitted an Agrologist Report in support of the application (Attachment 7), which indicates the remainder parcel will be part of the larger farm operation which will ensure that it becomes a viable farm unit. The larger farming operation currently includes cranberry fields of a much smaller size than the subject property (as small as 2 acres). The Report also indicates the remainder parcel is already farmed and there are no impediments to the continued farming of this parcel by the next generation. The Commission will ultimately determine if the size and configuration of the proposed subdivision constitutes a suitable agricultural parcel.

• Condition of the homesite severance approval includes that the homesite is not to be sold for five years except in the case of the death of the owner.

ALC staff have advised that a written undertaking or other legal documentation satisfactory to the Commission is required prior to approval of the ALR subdivision application, to ensure the homesite is not sold for five years except in the case of the death of the owner. The applicant is aware and agrees to this commitment.

• Where a homesite severance is approved by the Commission, a separate subdivision application is required to be submitted to the City.

The applicant is aware that should the ALC approve the ALR subdivision application, a separate City subdivision application is required to be submitted to the City.

#### Agricultural Operation

The applicant has indicated the parcel is part of a large holding that includes 32 parcels (including the surrounding parcels). All parcels are currently part of an intensive farming operation associated with cranberry production. This is not proposed to change, but the purpose of the subject application is to allow the continuation of the farming operation by the next generation of farmers.

The existing farm access road along the north property line is used as farm access to the parcel. No changes to the existing farm access are proposed at this time.

The applicant has also submitted an Agrologist Report in support of the application (Attachment 7).

#### Proposed Subdivision Application

The proposed subdivision would result in a 1.29 hectare (3.2 acres) homesite and a 6 hectare (14.83 acre) remainder parcel. The septic field for the single-family dwelling is located to the west of the home and is within the proposed boundaries of the homesite.

Should the ALR subdivision application be approved by Council and the ALC, a subsequent City subdivision application will be required prior to subdivision approval. The City's OCP contains policies limiting subdivision of agricultural land into smaller parcels, except where possible benefits to agriculture can be demonstrated. If the proposed subdivision is approved, it would create the potential for additional residential development. In response, staff have asked the applicant to register a legal agreement on title prior to approval of the City subdivision, to ensure no residential development is permitted on the remainder parcel (no build covenant), which the property owners have agreed to.

The proposed homesite has been designed to accommodate the existing residential uses on-site, including the existing house, septic field, and the need to maintain driveway access from No. 7 Road. The proposed subdivision would result in a legal non-conforming building on the homesite (the existing single-family dwelling), as it would not comply with the current "Agriculture (AG1)" zoning, including floor area, farm home plate area, and setbacks. As per the Local Government Act, the existing single-family dwelling may only be repaired, extended or altered to the extent that these works involve no further contravention of the bylaw, and if removed, the new single-family dwelling would be required to be constructed according to the current regulations of the "Agriculture (AG1)" zone.

#### **Financial Impact**

None.

#### Conclusion

Dagneault Planning Consultants Ltd., on behalf of David May & Mayland Farms Ltd., has submitted an Agricultural Land Reserve (ALR) subdivision application at 3031 No. 7 Road in order to subdivide the homesite from the larger agricultural parcel.

The subject application is proposing to utilize the Agricultural Land Commission's (ALC) Homesite Severance Policy in order to transfer the remainder parcel to the next generation of farmers for the purposes of cranberry production. It is recommended that the ALR Subdivision Application be forwarded to the Agricultural Land Commission (ALC).

The list of ALR Subdivision Considerations is included in Attachment 8, which has been agreed to by the applicant (signed concurrence on file).

Steven De Sousa Planner 1

SDS:rg

Attachment 1: Location Map & Aerial Photo

Attachment 2: Agricultural Land Commission's Homesite Severance Policy (Policy L-11)

Attachment 3: Development Application Data Sheet

Attachment 4: Excerpt from the June 18, 2020 FSAAC Meeting Minutes

Attachment 5: Letter from the Property Owner regarding Transfer of the Remainder Parcel

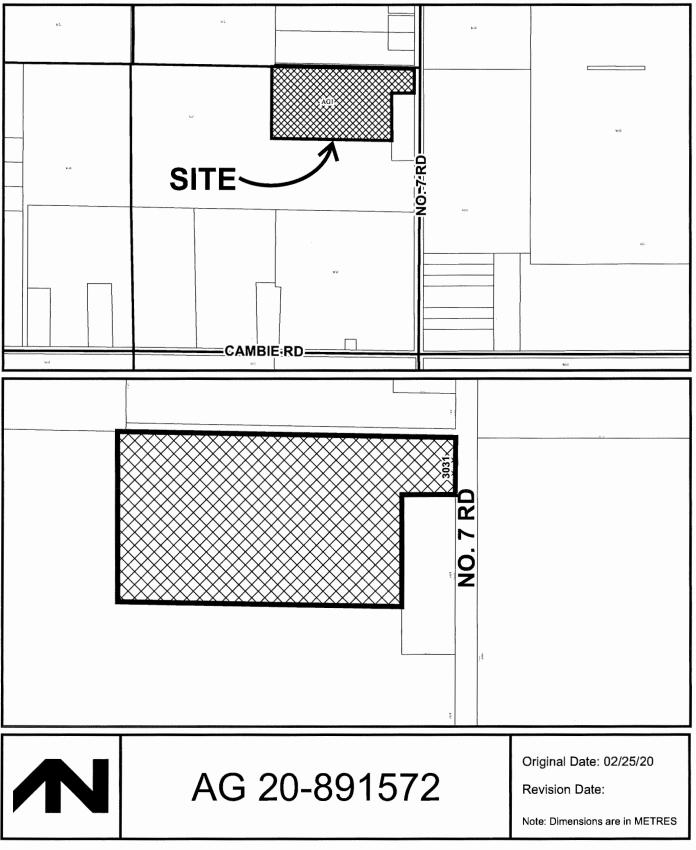
Attachment 6: Proposed Subdivision Plan

Attachment 7: Agrologist Report

Attachment 8: ALR Subdivision Considerations

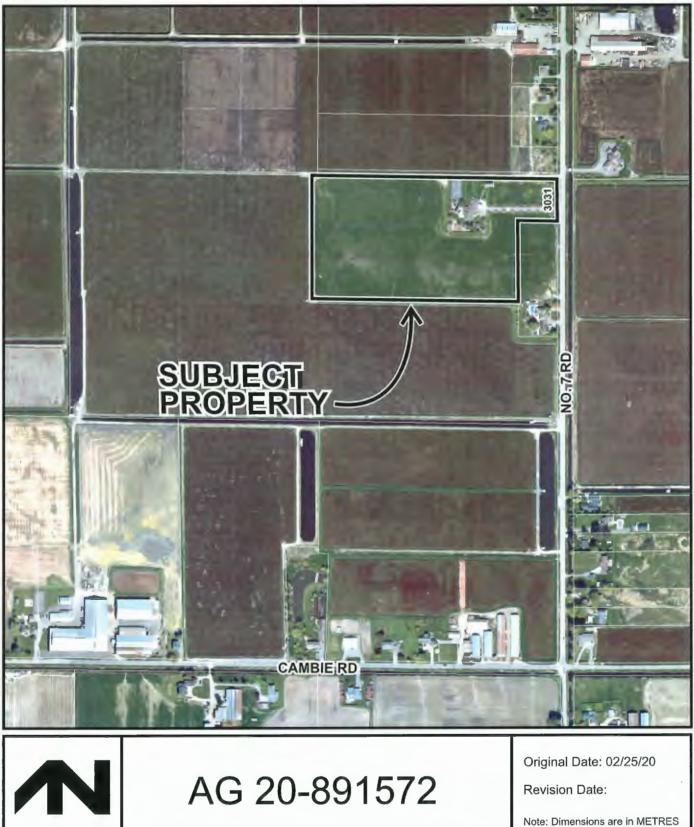


# City of Richmond





# City of Richmond





Policy L-11 January 2016

#### HOMESITE SEVERANCE ON ALR LANDS

This policy is intended to assist in the interpretation of the <u>Agricultural Land Commission</u> <u>Act</u>, 2002, including amendments as of September 2014, (the "ALCA") and BC Regulation 171/2002 (<u>Agricultural Land Reserve Use, Subdivision and Procedure</u> <u>Regulation</u>), including amendments as of August 2016, (the "Regulation"). In case of ambiguity or inconsistency, the ALCA and Regulation will govern.

The purpose of this policy is to provide a consistent approach to situations where property under application has been the principal residence of the applicant as owner-occupant since December 21, 1972 and the applicant wishes to dispose of the parcel but retain a homesite on the land.

A subdivision application under Section 21 (2) of the ALCA is required.

Persons making use of this homesite severance policy (the "Homesite Severance Policy") must understand the following:

- a. there is no automatic right to a homesite severance;
- b. the Agricultural Land Commission (the "Commission") shall be the final arbiter as to whether a particular homesite severance meets good land use criteria; (see #4 below)
- c. a prime concern of the Commission will always be to ensure that the "remainder" will constitute a suitable agricultural parcel. (see #5 below).

Without limiting the generality of the foregoing, the following guidelines apply to homesite severance applications.

- 1. A once only severance may be permitted where the applicant submits documentary evidence that he or she has continuously owned and occupied the property as his or her principal place of residence since December 21, 1972.
- 2. Where an applicant for a homesite severance has had a previous subdivision application approved by the Commission resulting in the creation of a separate parcel, the Commission may deny any further subdivision under the Homesite Severance Policy.
- 3. An application for a homesite severance will be considered only where the applicant submits documentary evidence showing a legitimate intention to sell the remainder of the property upon the approval of the homesite severance application. (An interim agreement for sale, a prospective buyer's written statement of intent to purchase, a real estate listing, or some other written evidence of a pending real estate transaction may be acceptable as documentation)

In considering the application, the Commission may make an approval subject to sale of the remainder within a specified period of time.

An order of the Commission authorizing the deposit of the subdivision plan will be issued to the Registrar of Land Titles only when a transfer of estate in fee simple or an agreement for sale is being registered concurrently.

4. There will be cases where the Commission considers that good land use criteria rule out any subdivision of the land because subdivision would compromise the agricultural integrity of the area, and the Commission will therefore exercise its discretion to refuse the homesite severance.

The following two options apply to a homesite severance:

- a. the existing homesite may be created as a separate parcel where it is of a minimum size compatible with the character of the property (plus a reasonable area, where required, for legal access purposes); or
- b. where the location of the existing homesite is such that the creation of a parcel encompassing the homesite would, in the Commission's opinion, create potential difficulty for the agricultural operation or management of the remainder, the Commission may, if it deems appropriate, approve the creation of a homesite severance parcel elsewhere on the subject property.
- 5. The remainder of the subject property after severance of the homesite must be of a size and configuration that will, in the Commission's opinion, constitute a suitable agricultural parcel. Where, in the Commission's opinion, the remainder is of an unacceptable size or configuration from an agricultural perspective, there may be three options:
  - a. the Commission may deny the homesite severance;
  - b. the Commission may require that the remainder be consolidated with an adjacent parcel; or
  - c. the Commission may require the registration of a covenant against the title of the remainder and such a covenant may prohibit the construction of dwellings.
- 6. A condition of every homesite severance approved by the Commission shall be an order stipulating that the homesite is not to be sold for five years except in the case of the death of the owner. Prior to the issuance of a Certificate of Order authorizing deposit of the subdivision plan, the owner shall file with the Commission a written undertaking or other legal documentation satisfactory to the Commission setting out this commitment.
- 7. Where a homesite severance application has been approved by the Commission, local governments and approving officers are encouraged to handle the application in the same manner as an application under Section 514 of the <u>Local Government</u> <u>Act</u> insofar as compliance with local bylaws is concerned.

Unless defined in this policy, terms used herein will have the meanings given to them in the *ALCA* or the Regulation.

#### **RELATED POLICY:**

ALC Policy L-17 Activities Designated Permitted Non-Farm Use in the ALR: Lease for a Retired Farmer – Zone 2



## **Development Application Data Sheet**

**Development Applications Department** 

### AG 20-891572

Address: 3031 No. 7 Road

Applicant: Dagneault Planning Consultants Ltd.

Planning Area(s): East Richmond

	Existing	Proposed	
Owner:	David May (50%) & Mayland Farms Ltd. (Director: Kim May) (50%)	Homesite: No change Remainder: Garrett May	
Site Size:	7.29 ha (18.03 ac)	Homesite: 1.29 hectare (3.2 acres) Remainder: 6 hectare (14.83 acre)	
Land Uses:	Single-family residential & agriculture	Homesite: Single-family residential Remainder: Agriculture	
OCP Designation:	Agriculture (AGR)	No change	
Zoning:	Agriculture (AG1)	No change	
Number of Units:	1	No change	

	Bylaw Requirement	Existing	Variance
Floor Area Ratio:	Max. 400 m² (4,306 ft²)	Approx. 619.8 m <sup>2</sup> (6,671 ft <sup>2</sup> ) (legal non-conforming)	None permitted
Farm Home Plate Area:	Max. 1,000 m <sup>2</sup> (10,764 ft <sup>2</sup> )	Approx. 12,900 m <sup>2</sup> (138,854 ft <sup>2</sup> ) (legal non-conforming)	None
Setback – Farm Home Plate:	Max. 75 m	Approx. 180.4 m (legal non- conforming)	None
Setback – Single Detached Housing Building:	Max. 50 m	Approx. 152.3 m (legal non- conforming)	None
Setback – Front Yard (East):	Min. 6.0 m	Approx. 134.8 m	None
Setback – Side Yard (North):	Min. 6.0 m	Approx. 30.9 m	None
Setback – Side Yard (South):	Min. 1.2 m	Approx. 24.5 m	None
Setback – Rear Yard (West):	Min. 10.0 m	Approx. 28.1 m	None
Height:	Max. 9.0 m (2 storeys)	Approx. 7.8 m (2 storeys)	None

## Excerpt from the Meeting Minutes of the Food Security and Agricultural Advisory Committee (FSAAC)

#### Thursday, June 18, 2020 – 7:00 p.m. Rm. M.2.002 (Webex) Richmond City Hall

#### ALR Subdivision Application – 3031 No. 7 Road

Steven De Sousa, Planner 1, introduced the subdivision application and provided the following comments:

- The purpose of the application is to subdivide the homesite from the remainder parcel for the purposes of farm succession planning;
- The property is currently farmed as forage crops and has farm status, and the intention is to transition the remainder parcel to cranberry production for the next generation of farmers;
- The application proposes to make use of the ALC's Homesite Severance Policy, which includes a number of guidelines, including an assessment of the agricultural integrity of the area as a result of the subdivision;
- Despite the ALC's policy, there is no automatic right to a homesite severance approval; and
- Should the application be approved by Council and the ALC, the applicant has agreed to register a legal agreement on title to ensure that no residential development is permitted on the remainder parcel.

The property owner noted that the main purpose of the application is for farm succession planning and to transfer the remainder parcel to his children.

Discussion ensued regarding the requirement of the restrictive covenant prohibiting residential development on the remainder parcel.

As a result of the discussion, the applicant indicated that the children are all currently housed, but need title in order to farm, and the proposal will maintain the agricultural integrity of the land.

The Committee passed the following motion:

That the Food Security and Agricultural Advisory Committee support the ALR Subdivision Application at 3031 No. 7 Road (AG 20-891572).

Carried Unanimously

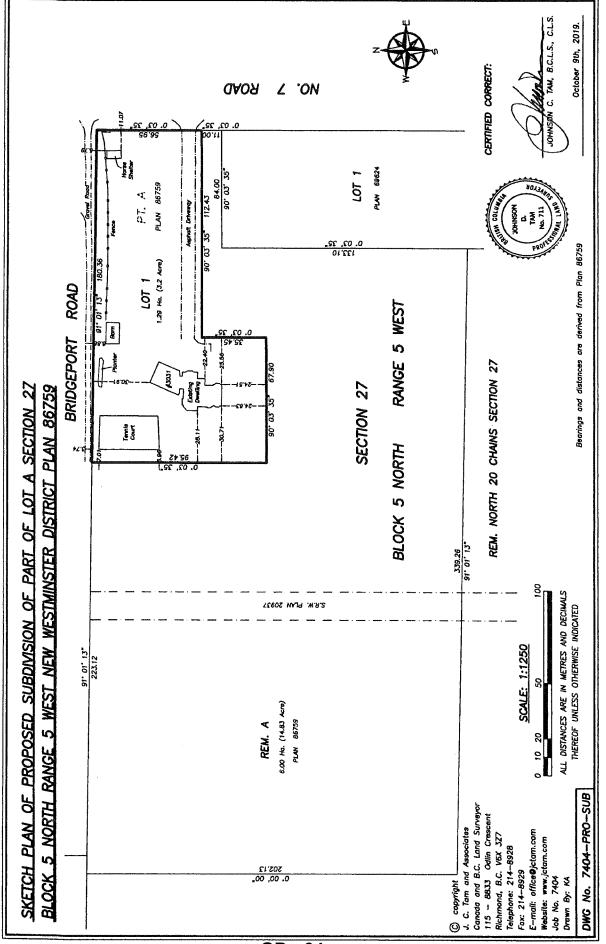


2611 No.7 Rd. Richmond BC V6V-1R3 Phone: 604-278-1663

To whom is may concern:

Regarding the succession process of Mayland Farms, Mayland Farms requests approval of the subdivision at *3031 No. 7 Road Richmond B.C V6V 1R3*. The transfer of ownership of this property will be from Mr. David and Kim May and inherited by Mr. Garrett May.

David and Kim May Mayland Farms Ltd.





R.G. (Bob) Holtby, MSc, PAg. Principal

## An Opinion on an Application for a Homesite Severance in the Agricultural Land Reserve

# Client: Mayland Farms Ltd. and David May Date: January 10, 2020

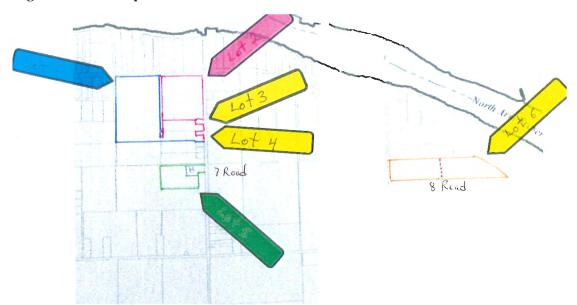
2533 Copper Ridge Drive, West Kelowna, BC, V4T 2X6, Phone: 250-707-4664, Cell: 250-804-1798, email: bholtby@shaw.ca GP - 65

#### 1.0 Introduction

David May is the owner of Mayland Farms Ltd which, in turn, owns, amongst others, two properties that he wishes to subdivide to put his succession plan for his four children into effect.

The application to the Agricultural Land Commission is a companion application to one to adjust boundaries for four lots which would be reduced to three and to subdivide a parcel into two. The first application is being made directly to the City of Richmond under Section 10 (1)(c) of the *Agricultural Land Reserve General Regulation*. The latter application will be made through the ALC Portal

The succession plan involves six parcels as shown in Figure 1:



#### Figure 1: Lots Proposed for Succession Plan

Lots 1 to 4 are the subject of the application to the City of Richmond. Lot 5 is proposed for subdivision under the Homesite Severance Policy, the current application. Lot 6 is a subdivision to make the division equitable and will be the subject of another application to the ALC. The applicant owns other lots as detailed in the application.

#### 2.0 Qualifications

I am a licensed Agrologist and have been a full member of the B.C. Institute of Agrologists since 1971 (except 2001-2002). I am a graduate from the University of British Columbia with a Bachelor of Science degree in 1967, specializing in Agriculture Economics, and a Master of Science degree in 1972, specializing in Farm Management. My thesis for my Master's degree was entitled *Resource Allocation for the Median Peace River Farm in British Columbia* 

I have been involved in the work of the Agricultural Land Commission since 1974 when the reserve boundaries were proclaimed. At that time, I was District Agriculturist for the British Columbia Ministry of Agriculture in Prince George. In October 1978 I entered private practice and have provided professional opinions for clients who have sought amendments to the Agricultural Land Reserve boundaries, subdivision within the ALR, or who have needed assistance in compliance with requests or orders from the Commission.

I have also written and spoken of the need to address the unintended consequences of the provincial land use policy.

All agricultural assessments, whether they are for feasibility or management purposes, start with the soils. Past that point one needs an understanding of plant science, animal science and farm management to properly assess the farming potential of any site. I have demonstrated that understanding throughout my career.

During my years in both public and private practice, Courts and Review Boards have accepted me as an expert regarding farming practices in British Columbia. Consequently, I feel qualified to provide an assessment of a proposal under the *Agricultural Land Commission Act*. My qualifications and experience allow me to comment on the value of agricultural land and the practices of farming on that land.

Consequently, I believe I am qualified to comment on the two main purposes of the Agricultural Land Commission. That is: to preserve the agricultural land reserve; and to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest.

I have been a member of the Environmental Appeal Board and the Forest Appeals Commission. Following these appointments, I have received training in Administrative Law and the Rules of Natural Justice.

Since the inception of the Application Portal, I have been identified in the application as the "Agent." The reader should note that I do not act as an agent in the normal use of the term. That is, I have no fiduciary responsibility to the applicant.

Section 3 of the Code of Ethics of the BC Institute of Agrologists includes the paragraph:

ensure that they provide an objective expert opinion and not an opinion that advocates for their client or employer or a particular partisan position.

Given the complexity of the Portal, it is more expeditious for me to enter the data and forward correspondence than to expect the applicants to learn the procedure for what may be a one-time process.

I have requested that the Commission use the term "Consultant" rather than "Agent" as it describes the work performed. Given the refusal to amend the title, I am content in the understanding that I am acting in concert with the requirements of my profession whatever term is used.

#### 3.0 Subdivision Proposal

Lot 5 is described as:

Lot A Section 27 Block 5 North Range 5 West New Westminster District Plan 86759; PID 016-473-591; located at 3031 No 7 Road containing 18.02 acres or 7.29 hectares.

An aerial view is shown in Figure 2:

The lot contains 18.02 acres or 7.29 hectares. The proposal subdivides a 3.2 acre (1.3 hectare) homesite leaving the remainder with 14.82 acres or 5.98 hectares. The

subdivision includes an approximate 35 foot (11 metre) wide panhandle to allow access to the remainder land.

#### Figure 2: Aerial View of Lot 5



On May 14, 1971, Fredrick Duncan Henry May established a trust<sup>1</sup> entitled "The Duncan May Children Trust" and named Ralph Norman May, John Randall May, and John Samuel Savage as Trustees.

The beneficiaries of the Trust were his children, namely Hugh Randall May, John Ronald May, Duncan Spence May, David Walter May, and Richard Glen May. The applicant is formally named David Walter May.

On May 17, 1971, the Trustees purchased in the name of the Trust the following land<sup>2</sup> from the Commercial Peat Company Ltd.:

The North Twenty (20) Chains<sup>3</sup> of Section Twenty Seven (27), Block 5 North (B5N), Range Five West (R5W), save and except the East (E) Thirty-Three (33) feet thereof, and save and except portion outlined in red on Plan with Bylaw Filed 56297, Title No. 488752E, New Westminster District.

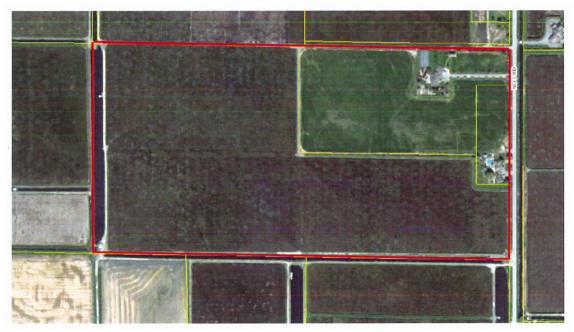
This land is shown in Figure 3.

<sup>&</sup>lt;sup>1</sup> The Trust Document is attached to the application.

<sup>&</sup>lt;sup>2</sup> The Deed Transfer is attached to the application.

<sup>&</sup>lt;sup>3</sup> One Chain is 66 feet or four rods. 20 chains equals 1320 feet or a quarter of a mile.

Figure 3: Land Purchased in 1971



There were two applications to the Agricultural Land Commission decided in 1984 (Resolution #1074/84) and 1988 (Resolution #266/88) that left the land in the configuration shown in yellow in Figure 3. Other lots were created and consolidated following those applications.

During the period of the application and the implementation of the succession plan, the parcel ownership varied according to the following table:

Date	Owner	Title No.	Legal Description		
May 25, 1971	Ralph May, John May, and John Savage in trust	722387E	N 20 chains, Sec 27, Block 5N,		
November 16, 1982	May Bros Farms Ltd.	RD170379E	Range 5 W except E 33 chns		
May 23, 1985	Mayacres Farms Ltd.	Y80698E	and Plan Bylaw 56297		
September 9, 1990	Mayacres Farms Ltd.	AD211793	Lot A, Sec 27,		
November 26, 1990	Fredrick Duncan May	AD267043	Blk 5N Range 5 W, NW District,		
December 3, 1990	Mayland Farms Ltd.	AD274139	Plan 86759		
December 20, 1990	Mayland Farms Ltd and David Walter May	AD287826			

Policy L-11 restricts a Homesite Severance to properties where:<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> Section 1, Policy L-11, Homesite Severance on ALR Lands.

A once only severance may be permitted where the applicant submits documentary evidence that he or she has continuously owned and occupied the property as his or her principal place of residence since December 21, 1972. 2

As the above table shows, David May has had an ownership interest in the subject parcel since 1971 and built his house while the previous applications were in process. Once the applications were approved, he was able to gain title which he subsequently split between himself and his company.

Section 3 of the Policy states:<sup>5</sup>

3. An application for a homesite severance will be considered only where the applicant submits documentary evidence showing a legitimate intention to sell the remainder of the property upon the approval of the homesite severance application. (An interim agreement for sale, a prospective buyer's written statement of intent to purchase, a real estate listing, or some other written evidence of a pending real estate transaction may be acceptable as documentation) In considering the application, the Commission may make an approval subject to sale of the remainder within a specified period of time.

An order of the Commission authorizing the deposit of the subdivision plan will be issued to the Registrar of Land Titles only when a transfer of estate in fee simple or an agreement for sale is being registered concurrently.

In my opinion, the policy envisions an arms length sale of the remainder property. In this case, however, the remainder property will be transferred as a non-arms length transaction to a family member under the succession plan. Consequently, a "transfer of estate in fee simple" will be available to complete the subdivision.

The makeup of the succession plan is dependent on the approval of this and other applications.

Section 5 of the Policy states:<sup>6</sup>

- 5. The remainder of the subject property after severance of the homesite must be of a size and configuration that will, in the Commission's opinion, constitute a suitable agricultural parcel. Where, in the Commission's opinion, the remainder is of an unacceptable size or configuration from an agricultural perspective, there may be three options:
  - a. the Commission may deny the homesite severance;
  - b. the Commission may require that the remainder be consolidated with an adjacent parcel; or
  - c. the Commission may require the registration of a covenant against the title of the remainder and such a covenant may prohibit the construction of dwellings.

The remainder parcel will be part of the succession plan which will ensure that it becomes part of a viable farm unit. The applicant has no objection to a "no build" covenant on the parcel.

<sup>&</sup>lt;sup>5</sup> Ibid, Section 3

<sup>&</sup>lt;sup>6</sup> Ibid, Section 5

#### 4.0 Agricultural Capability of the Subject Parcels

The parcels under application are part of the Peat Soils area of East Richmond as shown in Figure 5:

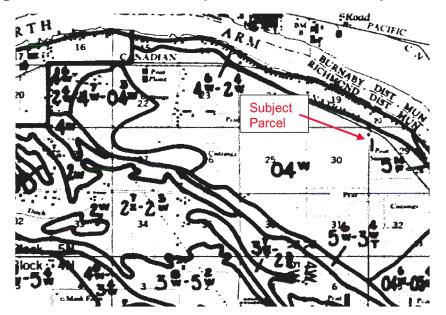


Figure 4: Canada Land Inventory Classifications of the Subject Parcels

As is shown, the parcel is on the organic soils. The parcel has been farmed for some time and is clearly arable.

In my opinion, there is no soils impediment to the continued farming of this parcel by the next generation.

#### 5.0 Local Government Concerns

According to the Property Information provided by the City of Richmond, the property is zoned AG1. According to the Zoning Bylaw:

#### 14.1.8 Subdivision Provisions/Minimum Lot Size

1. Subdivision of land in the Agricultural Land Reserve shall not be permitted unless approved by the Provincial Agricultural Land Commission. Where the approval of the Provincial Agricultural Land Commission is not required, the minimum lot area shall be 2.0 ha.

The noted approval is the subject of the present application. The Homesite severance is proposed as 3.2 acre (1.3 hectare).

#### 6.0 The Bases for Providing an Opinion

Amendments to the *Agricultural Land Commission Act* in 2019 have changed the purposes of the Agricultural Land Commission. As a consequence, the framework for my Opinion must change.

The previous purposes were provided in Section 6 of the Act:

(a) to preserve agricultural land;

- (b) to encourage farming on agricultural land in collaboration with other communities of interest;
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies

The new purposes are:

- (a) to preserve the agricultural land reserve;
- (b) to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest;
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of land within the agricultural land reserve and uses compatible with agriculture in their plans, bylaws and policies.

The standards of review for decisions and processes of administrative bodies (including the ALC), as outlined in the Supreme Court of BC are as follows:<sup>7</sup>

- [56] The standard of review for issues of procedural fairness is correctness: Murray Purcha & Son Ltd. v. Barriere (District), 2019 BCCA 4 at paras. 3, 23–29.
- [57] The standard of review for substantive decisions is reasonableness: Boundary Bay Conservation Committee v. British Columbia (Agricultural Land Commission), 2008 BCSC 946 at paras. 88–91; Walters v. Agricultural Land Commission, 2016 BCSC 1618 at para. 124.

In adjudicating a previous case, the Court of Appeal made the following statement which provides input into the issue of "correctness" in the procedure of the ALC:<sup>8</sup>

I cannot find the Commission took into account irrelevant considerations, failed to take into account relevant considerations, or that it acted without evidence.

The concept of "reasonableness" has been defined by the Supreme Court of Canada as follows:<sup>9</sup>

Reasonableness is concerned mostly with the existence of justification, transparency and intelligibility within the decision-making process and with whether the decision falls within a range of possible, acceptable outcomes which are defensible in respect of the facts and the law.

As a non-lawyer, my understandings of the changes and rulings are as follows:

<sup>&</sup>lt;sup>7</sup> R.N.L. Investments Ltd. V. Provincial Agricultural Land Commission, 2019 BCSC 1191, Paragraphs 56 and 57

<sup>&</sup>lt;sup>8</sup> Brentwood Pioneer Holdings Ltd. v. British Columbia (Provincial Agricultural Land Commission), – 1998/08/27, Paragraph 38

<sup>&</sup>lt;sup>9</sup> Dunsmuir v. New Brunswick, [2008] 1 S.C.R. 190, 2008 SCC 9

• There is an equivalence in the Act<sup>10</sup> "agricultural land means land that is included in the agricultural land reserve" This equivalence may or may not be true. If not, there are provisions in the Act (Section 30) to remove the land from the ALR.

As I have written elsewhere, it has been some 45 years since the ALR boundaries were proclaimed following the Canada Land Inventory classifications. Yet, discrepancies still exist. I believe that the ALC and the Ministry of Agriculture have an ethical obligation to ensure that the land within the ALR is actually capable of the Farm and Non-Farm activities to which it is restricted.

- Where an application does not request for removal of land from the ALR, that purpose of the Commission is satisfied.
- The procedures of the Commission must be correct. Those procedures do not allow taking into account irrelevant considerations, failing to take into account relevant considerations, or acting without evidence. An example of an irrelevant consideration, in my opinion, is the question in the application: "Does the proposal support agriculture in the short or long term? Please explain." Such a question is not part of the Purposes of the ALC as mandated by the Legislature.
- The concept of "to encourage farming" has been retained as part of the purposes of the Commission. In my experience I have not seen any decisions of the Commission that use this purpose as a reason for a decision. My search of decisions of the Supreme Court of BC and the BC Court of Appeals resulted in no cases where this purpose was used as a review of a Commission Decision. I cannot find any policy of the Commission which provides guidance on encouraging farming.
- The term "Communities of Interest" is not defined. I believe that it should include non-farm activities that provide to the overall family income without limiting the productivity of the farm. Activities such as logging, or construction would fit into this category.
- I believe that it is time to utilize the purpose of encouraging farming as part of the adjudication of applications to the Commission. I believe that it is correct to do so and conversely, incorrect to not do so.
- The object of the third purpose of the Commission in both Acts require the Commission to encourage local governments to accommodate farm use. I assume that the Zoning Bylaws and Official Community Plans reflect that accommodation.

### 7.0 What is Farming and How to Encourage it?

The Act does not describe "Farming" but does describe "Farm Use" as follows:

- (a) means an occupation or use of agricultural land for
  - (i) farming land, plants, mushrooms, truffles or animals,

(ii) a farm operation as defined in the Farm Practices Protection (Right to Farm) Act, or

(iii) a purpose designated as a farm use by regulation, and

<sup>&</sup>lt;sup>10</sup> Agricultural Land Commission Act, Definitions

(b) does not include a residential use or a soil or fill use;

The Farm Practices Protection (Right to Farm) Act defines "Farm Business" as:

... a business in which one or more farm operations are conducted, and includes a farm education or farm research institution to the extent that the institution conducts one or more farm operations;

"Farm Operations" under the latter Act are defined as:

... any of the following activities involved in carrying on a farm business:

(a) growing, producing, raising or keeping animals or plants, including mushrooms, or the primary products of those plants or animals;

(b) clearing, draining, irrigating or cultivating land;

(c) using farm machinery, equipment, devices, materials and structures;

(d) applying fertilizers, manure, pesticides and biological control agents, including by ground and aerial spraying;

(e) conducting any other agricultural activity on, in or over agricultural land;

and includes

(f) intensively cultivating in plantations, any

(i) specialty wood crops, or

(ii) specialty fibre crops prescribed by the minister;

(g) conducting turf production

(i) outside of the agricultural land reserve, or

(ii) in the agricultural land reserve with the approval under the Agricultural Land Commission Act of the Provincial Agricultural Land Commission;

(h) prescribed types of aquaculture;

(i) raising or keeping fur bearing animals or game, within the meaning of a regulation made under the Animal Health Act, by a person licensed or permitted to do so under that Act;

(k) processing or direct marketing by a farmer of one or both of

(i) the products of a farm owned or operated by the farmer, and

(ii) within limits prescribed by the minister, products not of that farm, to the extent that the processing or marketing of those products is conducted on the farmer's farm;

but does not include

(1) an activity, other than grazing or hay cutting, if the activity constitutes a forest practice as defined in the Forest and Range Practices Act;

(m) breeding pets or operating a kennel;

(n) growing, producing, raising or keeping exotic animals, except types of exotic animals prescribed by the minister

And finally, "Farmer" is defined as:

... the owner or operator of a farm business

In summary, a farm is a business in which farming operations are conducted. A business is generally defined as "any activity or enterprise entered into for profit."<sup>11</sup> As an undergraduate, I was taught that the purpose of farming is to make a profit.

Therefore, to encourage farming, the ALC must permit activities that generate an expectation of profit.

### 8.0 Summary and Conclusion

As I have concluded above, the duty of the Commission is to fulfill the purposes as provided by the Legislature. Again, these are:

The following are the purposes of the commission:

(a) to preserve the agricultural land reserve;

(b)to encourage farming of land within the agricultural land reserve in collaboration with other communities of interest;

The first purpose is binary. The decision either preserves the Agricultural Land Reserve or it doesn't. The application for subdivision of the lot preserves all land in the agricultural land reserve.

In my opinion, the subdivisions and passing of titles to the next generation of famers encourages farming on the land, particularly because of the acquisition of titles by the next generation of farmers. With titles, the new farmers can continue to fully utilize the land for farming and have a reasonable expectation of profit. Accordingly, Section 6(b) of the purpose of the Commission will be fulfilled.

In my opinion, the application meets the criteria for the Homesite Severance Policy since David May has maintained a chain of ownership interest in the property since purchase in 1971. Permitting the severance allows the remainder parcel to be in the land inventory for the succeeding children who will farm it actively with title.

I remain available to discuss my findings and opinions in this report.

Respectfully submitted,

R.G. (Bob) Holtby, P.Ag.

January 10, 2020

<sup>&</sup>lt;sup>11</sup> Law.com http://dictionary.law.com/Default.aspx?typed=business&type=1



# **ALR Subdivision Considerations**

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

### Address: 3031 No. 7 Road

### File No.: AG 20-891572

### Prior to Subdivision\* approval, the applicant must complete the following requirements:

1. Registration of a legal agreement on title to ensure no residential development is permitted on the remainder parcel (no build covenant).

### Note:

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

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

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

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

[Signed copy on file]

Signed

Date



- To: General Purposes Committee
- From: Wayne Craig Director, Development

Date: August 26, 2020 File: RZ 18-836123

Re: Application by Polygon Talisman Park Ltd. to Create the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" Zone, and Rezone the Site at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road from the "Single Detached (RS1/F)" Zone to the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" Zone

### Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10198 to create the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" zone, and to rezone 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road from the "Single Detached (RS1/F)" zone to the "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)"zone and the "School and Institutional Use (SI)" zone, be introduced and given first reading.

Jun Per

for Wayne Craig Director, Development (604-247-4625)

WC:sb

Att. 11

RE		ENCE
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing Community Social Development Parks Services Recreation and Sport Services Sustainability and District Energy Transportation	X X X X X	Wayne for Joe Erden

### **Staff Report**

### Origin

Polygon Talisman Park Ltd. has applied to the City of Richmond for permission to rezone the site at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road (Attachments 1 & 2) from the "Single Detached (RS1/F)" zone to a new "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" site specific zone and the "School and Institutional Use (SI)" zone to permit the development of a mixed-use mid-rise and high-rise development. The subject site is located in Capstan Village within the City Centre (Attachment 3).

The applicant is a company incorporated in BC under the number BC1167752 and is the owner of the subject properties. The directors and officers of the company are Robert Bruno and Neil Chrystal. The application was submitted by Robin Glover, authorized agent for the owner and applicant.

Key components of the proposal (Attachments 4 & 5) include:

- A three-phase mid-rise and high-rise, high density, mixed-use development with 4,748 m<sup>2</sup> (1.17 acres) of City-owned park and 2,244 m<sup>2</sup> (0.56 acres) of secured public open space.
- A total floor area of approximately 109,558.76 m<sup>2</sup> (1,179,280 ft<sup>2</sup>) comprised of:
  - 10,432.83 m<sup>2</sup> (112,298 ft<sup>2</sup>) of low-end-of-market rental (LEMR) affordable housing units in a stand-alone 11,417.88 m<sup>2</sup> (122,901 ft<sup>2</sup>) building.
  - $\circ$  5,312.57 m<sup>2</sup> (57,184 ft<sup>2</sup>) of market rental housing in a stand-alone building.
  - $\circ$  92,044.32 m<sup>2</sup> (990,756.81 ft<sup>2</sup>) of market strata housing.
  - $\circ$  784 m<sup>2</sup> (8,438 ft<sup>2</sup>) of commercial space.
- Additional 2,615  $m^2$  (28,148  $ft^2$ ) indoor amenity space provided over the three phases.
- Approximately 1,226 residential units (150 affordable housing units, 65 market rental housing units, and 1,011 market strata housing units).

Road and engineering improvement works will be secured through the City's standard Servicing Agreement processes prior to final adoption of the rezoning bylaw. The works include park and road network development, frontage improvements, pedestrian trail, and utility upgrades.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4).

### Subject Site Existing Housing Profile

On the subject site there are currently five single-family dwellings and a temporary sales centre for the development under construction across Sexsmith Road to the west. Three previous

single-family dwellings have been demolished. None of the eight single-family dwellings had a secondary suite.

### Surrounding Development

- To the North: Across Capstan Way, is a development site that is the subject of a separate rezoning application (RZ 18-836107) for a mixed-use development. The west portion of the site is designated under the City Centre Area Plan (CCAP) for medium to high-density mid to high-rise mixed-use development (Urban Center T5 (35 m)). The east portion of the site is designated for low to medium density low to mid-rise residential development with limited commercial uses (General Urban T4 (25 m)). The rezoning application is under staff review and will be subject to a separate report upon completion of the staff review.
- To the South: Along the southwest edge of the subject site, are an adjacent single-family dwelling and church site. The single-family site is designated under the City Centre Area Plan (CCAP) for high density high-rise mixed-use development (General Urban T4 (25 m) and Village Centre Bonus). The church site is designated for institutional and low to medium density low to mid-rise residential development with limited commercial uses (General Urban T4 (25 m) and Institution). Along the south edge of the site, across Cambie Road in Aberdeen Village, is a three-storey strata commercial mall and a vacant development site designated for urban business park development (General Urban T4 (25 m)).
- To the East: Across Garden City Road in the Oaks West Cambie neighbourhood, is a single-storey commercial development and two-storey townhouse development.
- To the West: Across Sexsmith Road, is a low-rise strata commercial mall and a recently approved high-density high-rise development (DP 18-818748) by the same developer is under construction. Both of the sites are designated under the City Centre Area Plan (CCAP) for high-density high-rise mixed-use development (Urban Center T5 (35 m)).

### Related Policies & Studies

### Official Community Plan/City Centre Area Plan

The Official Community Plan (OCP) designation for the subject site is "Mixed Use".

The City Centre Area Plan (CCAP) Specific Land Use Map: Capstan Village (2031) (Attachment 3) designation for portions of the subject site includes 'Urban Centre T5 (35 m)', 'General Urban T4 (25 m)', 'Park-Configuration & location to be determined' and new roads.

The subject site is located within the 'Capstan Station Bonus' and 'Village Centre Bonus' CCAP density bonusing areas. The proposal also accommodates the density bonus identified in the OCP policy to encourage the development of new purpose-built market rental housing units.

The developer is required to provide ownership of the stand alone lot in the southwestern portion of the subject site to the City as road dedication for the extension of Odlin Crescent.

After density bonuses from the provision of affordable housing, market rental housing, roads, park and public open space, the CCAP allows for medium-density mid-rise residential development with limited commercial uses on the southeastern portion of the subject site (proposed Phase 1, Lot 1 (South Lot)), and high-density high-rise mixed-use development on the northeastern (proposed Phase 2, Lot 2 (East Lot)) and western (proposed Phase 3, Lot 3 (West Lot)) portions of the subject site.

The CCAP also allows for additional building height east of Sexsmith Road for developments that comply with the provisions of the Capstan Station Bonus; on the western portion of the subject site where skyline and pedestrian experience are enhanced; and on the eastern portion of the subject site where livability of the subject site and neighbouring sites is enhanced.

The proposal is consistent with current OCP and CCAP policies applicable to the subject site.

### OCP Aircraft Noise Sensitive Development (ANSD) Policy

The subject site is located in an area impacted by aircraft noise (Area 2) and registration of an aircraft noise sensitive use legal agreement on title is required prior to final adoption of the rezoning bylaw. The purpose of the legal agreement is to ensure that the building design satisfies CMHC guidelines for interior noise levels and ASHRAE standards for interior thermal comfort, and potential purchasers are made aware of potential noise conditions. The developer has provided confirmation from a qualified acoustic professional that the proposed development can be designed in compliance with the ANSD standards.

### NAV Canada Building Height

Transport Canada regulates building heights in locations that may impact airport operations. The developer has submitted confirmation from a BC Land Surveyor that the proposal, including maximum building height of 45 m (147.6 ft.), complies with Transport Canada regulations.

### Floodplain Management Implementation Strategy

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

### **Public Consultation**

Rezoning signs have been installed on all four frontages of the subject site.

Staff have received an item of public correspondence from the public (Attachment 6), expressing concern of the loss of Barn Owl hunting habitat and a desire to find a viable solution that preserves habitat for Barn Owls. Barn Owls have been recorded by the correspondent hunting in the large grass area centrally located on the subject site – *Prior to final adoption of the rezoning bylaw, the developer is required to enter into a Servicing Agreement to design and construct* 

# off-site hunting habitat enhancements. Further details are provided in the 'Barn Owl Hunting Habitat Compensation' section below.

Staff have received an additional item of public correspondence from the public (Attachment 6), with photographs of hawks in trees at 8791 Cambie Road, which composes part of the subject development site. The author has noted hawks nesting and/or hunting in trees on that lot. – In response to this correspondence, City staff have required the applicant's Qualified Environmental Professional (QEP) to conduct a site inspection with the purpose of providing an inventory of raptors and raptor nests on the proposed development site. The QEP has provided staff with a letter (Attachment 7) confirming that, although raptors were observed on the site, no nests were present. Staff note that the habitat compensation secured for the barn owls will also serve hawks. Additional inspections would be required of any trees on the subject site prior to tree removal.

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

### **External Agencies**

<u>Ministry of Transportation and Infrastructure (MOTI)</u>: The subject development was referred to MOTI because it is located within 800 m (2,625 ft.) of Sea Island Way, which is a Provincial Limited Access Highway. MOTI has granted preliminary approval for the subject application and final approval is required prior to final adoption of the rezoning bylaw.

### Analysis

The applicant has applied to rezone the subject site to permit the construction of an approximately 109,558.76 m<sup>2</sup> (1,179,280 ft<sup>2</sup>) three-phase high-rise mixed-use development comprising five towers, three mid-rise buildings, 1,226 residential units (including 150 low-end-of-market rental affordable housing units and 65 market rental housing units), and ground floor commercial space, together with new park and road. The proposal is consistent with current OCP and CCAP policies applicable to the subject site, which encourage high-rise high-density mixed-use development on the western portion of the subject site and medium-density mid-rise residential development with limited commercial uses on the northeastern and southeastern portions of the subject site including, among other things, new park and public open space, street improvements, affordable housing, market rental housing, contributions for community amenities and Capstan Station construction, and off-site Barn Owl hunting habitat enhancements.

### 1. Proposed Zoning Amendment

To facilitate the subject development and provide for voluntary developer contributions in compliance with OCP Policy (i.e., market rental housing) and CCAP Policy (i.e., affordable housing, Capstan Station Bonus, and community amenity contributions), the applicant has requested that the subject site be rezoned to a new site specific zone, "Residential/Limited Commercial (ZMU47) - Capstan Village (City Centre)", which includes:

- Maximum density: The overall maximum density works out to 2.10 FAR calculated against the gross site area eligible for FAR calculation purposes and 2.86 FAR calculated against the net site area after the land transfer for the neighbourhood park and all road dedications. The proposed ZMU47 zone allows for: 2.1 floor area ratio (FAR) in the southeastern portion of the site (Phase 1 and Lot 1 (South Lot)), 2.61 FAR in the northeastern portion of the site (Phase 2 and Lot 2 (East Lot)), and 3.91 FAR in the northwestern portion of the site (Phase 3 and Lot 3 (West Lot)). This includes density bonuses related to the provision of affordable housing, market rental housing, park, public open space, roads, and funding for Capstan Station and Village Centre Bonus City amenities. The zone also includes the typical 0.1 FAR density bonus for common indoor amenity space for residents.
- Permitted land uses: Apartment and related land uses and at least 784 m<sup>2</sup> (8,438 ft<sup>2</sup>) of commercial space at the ground floor level.
- Residential rental tenure restriction relating to the provision of 215 rental units (e.g., 150 affordable housing low-end-of-market rental units and 65 market rental housing units).
- Maximum building height: 25 m (82 ft.) on the southeastern portion of the subject site, 35 m (115 ft.) to 45 m (148 ft.) on the northeastern portion of the subject site, and 45 m (148 ft.) on the northwestern portion of the subject site.
- Maximum lot coverage, minimum setbacks, minimum lot size, and loading space provisions.
- 2. Housing
- a) <u>Dwelling Unit Mix</u>: The OCP encourages multiple residential development to provide at least 40% of units with two or more bedrooms that are suitable for families with children. Staff support the applicant's proposed unit mix, which includes 70% family friendly units.

		Tenure Type		
Unit Type	Affordable Housing Units	Market Rental Housing Units	Market Strata Housing Units	Total
Studio	11% (17 units)	-	-	5% (17 units)
1-Bedroom	35% (52 units)	28% (18 units)	15% (20 units)	26% (90 units)
2-Bedroom	31% (47 units)	72% (47 units)	85% (112 units)	59% (206 units)
3-Bedroom	23% (34 units)	-	-	10% (34 units)
Phase 1 Total	100% (150 units)	100% (65 units)	100% (132 units)	100% (347 units)

Phase 1 on Lot 1 (South Lot) includes the following unit mix:

Phase 2 and Phase 3 are designed to conceptual level, including the following unit mix:

	Market Strata	Housing Units	Tatal
Unit Type	Phase 2	Phase 3	Total
Studio	2% (7 units)	2% (11 units)	2% (18 units)
1-Bedroom	28% (95 units)	28% (151 units)	28% (246 units)
2-Bedroom	56% (190 units)	56% (302 units)	56% (492 units)
3-Bedroom	14% (47 units)	14% (76 units)	14% (123 units)
Phase 2 & 3 Total	100% (339 units)	100% (540 units)	100% (879 units)

b) Affordable Housing: In compliance with the City's Affordable Housing Strategy, the developer proposes to design and construct 150 low-end-of-market rental (LEMR) units, to a turnkey level of finish, at the developer's sole cost, comprising 10,432.83 m<sup>2</sup> (112,298 ft<sup>2</sup>) of habitable space, based on 10% of the development's total residential floor area. Occupants of these units will enjoy full use of all indoor residential amenity spaces provided inside the affordable housing building. The exclusive use of the indoor amenity space will allow the non-profit housing operator to provide scheduled and customized programming tailored to the residents of the affordable housing units. The affordable housing occupants will also have access to all outdoor residential amenity spaces, parking, bicycle storage, and related features, at no additional charge to the affordable housing occupants.

The proposed affordable housing will be provided in the first building of the first phase of development (i.e., on proposed Lot 1 (South Lot)) in a stand-alone 11,417.88 m<sup>2</sup> (122,901 ft<sup>2</sup>) six-storey wood frame building. The City's Affordable Housing Strategy supports affordable housing units being clustered in a stand-alone building if there is a non-profit operator in place. Based on City consultation with non-profit housing providers, they typically prefer clustered units due to the operational efficiencies as well as the opportunity for greater control over operating costs.

The developer has reached a tentative agreement with S.U.C.C.E.S.S., an experienced nonprofit housing provider, to manage the development's required affordable housing units (Attachment 8). More information regarding this arrangement will be provided at Development Permit stage.

The proposed building location was chosen in the first phase of development, on Cambie Road which is designated by Translink as a frequent transit network, and in the location least impacted by future construction of future phases and future potential development.

The Affordable Housing Strategy requires at least 20% of affordable housing units to be provided with two or more bedrooms, and encourages that percentage to be increased to 60%. The proposed development complies, with 54% of affordable housing units having two and three bedrooms.

As noted above, the proposed site specific ZMU47 zone includes a density bonus and residential rental tenure restriction associated with the proposed affordable housing units.

Staff support the developer's proposal, which is consistent with City Policy. Prior to final adoption of the rezoning bylaw, a Housing Agreement and Housing Covenants will be registered on title requiring that the developer satisfies all City requirements in perpetuity and that the affordable housing building achieves occupancy prior to any other building in the proposed development.

	Affordable Housi	ng Strategy Requi	rements (1)	Project Targe	ts (2)
Unit Type	Minimum Unit Area	Max. Monthly Unit Rent	Total Maximum Household Income	Unit Mix	BUH
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811/month	\$34,650 or less	11% (17 units)	N/A
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975/month	\$38,250 or less	35% (52 units)	100%

Total				100 % (150 units)	
Total	10,267.82 m <sup>2</sup> (110,521.89 ft <sup>2</sup> )	N/A	N/A	100% (150 units)	100%
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480/month	\$58,050 or less	23% (34 units)	100%
2-Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218/month	\$46,800 or less	31% (47 units)	100%

(1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City Policy.

(2) Project Targets will be confirmed through the project's Development Permit process.

(3) BUH indicates units designed and constructed in compliance with the City's Basic Universal Housing standards.

c) <u>Market Rental Housing</u>: In compliance with the OCP Market Rental Housing Policy, the developer proposes to design and construct 65 market rental housing units, based on 0.10 FAR calculated against the gross site area of the subject site eligible for FAR calculation purposes. Indoor residential amenity space for the use of market rental housing residents is provided inside the building. Common outdoor residential amenity spaces, parking, bicycle storage, and related features are provided on-site. There will be no restriction on tenant incomes or rental rates for these units.

The proposed market rental housing will be provided in the first phase of development (i.e., on proposed Lot 1 (South Lot)) in a stand-alone  $5,312.57 \text{ m}^2 (57,184 \text{ ft}^2)$  six-storey wood frame building.

The developer will be the initial operator of the market rental housing building. The required market rental agreement will include the requirement that all of the market rental units are maintained under a single ownership (within a single airspace parcel or strata lot).

In compliance with the OCP Market Rental Housing Policy, 100% of the market rental housing units incorporate Basic Universal Housing features. The Policy also requires at least 40% of market rental housing units be provided with two or more bedrooms. The proposed development complies, with 85% of market rental housing units having two bedrooms.

As noted above, the proposed site specific ZMU47 zone includes a density bonus and residential rental tenure restriction associated with the proposed market rental housing units.

Staff support the developer's proposal, which is consistent with City Policy. Prior to final adoption of the rezoning bylaw, a Market Rental Agreement and covenant will be registered on title requiring that the developer satisfies all City requirements in perpetuity.

- d) <u>Accessibility</u>: Richmond's OCP encourages development to meet the needs of the city's aging population and people facing mobility challenges. Staff support the developer's proposal, which is consistent with City Policy and will include:
  - Barrier-free lobbies, common areas, and amenity spaces.
  - Aging-in-place features in all units (e.g., blocking for grab bars, lever handles, etc.).
  - 17.5% Basic Universal Housing (BUH) units (i.e., 215 of 1,226 units), including 100% of market rental housing units (i.e., 65 units) and 100% of affordable housing units (i.e., 150 units). (Note: The developer will be utilizing the Zoning Bylaw's BUH floor area exemption of 1.86 m<sup>2</sup> (20 ft<sup>2</sup>) per BUH unit).

### 3. Capstan Station Bonus (CSB)

Under the CCAP and Zoning Bylaw, developments that make use of the density bonus provisions of the Capstan Station Bonus (i.e., 0.5 floor area for residential uses) must:

- Contribute funds towards the construction of the Capstan Canada Line Station, based on the total number of units and Council-approved contribution rate in effect at the time of Building Permit (BP) issuance (i.e., \$8,992.14 per unit, which rate is in effect until September 30, 2020, plus applicable annual rate increases).
- Provide public open space in some combination of fee simple, dedication, and/or Statutory Right-of-Way (as determined to the City's satisfaction) at a rate of at least 5 m<sup>2</sup> (54 ft<sup>2</sup>) per dwelling, based on total dwelling units.

Staff support the subject development, which satisfies CSB requirements. As detailed in the rezoning considerations (Attachment 11 and Schedule C) prior to final adoption of the rezoning bylaw, the developer shall:

- Register legal agreements on title to secure voluntary Building Permit-stage contribution of at least \$11,024,364 (adjusted for applicable rates) for station construction.
- Provide 6,992 m<sup>2</sup> (75,251 ft<sup>2</sup>) of publicly-accessible open space, which is 14% larger than the CSB minimum open space requirement and is comprised of a fee simple City-owned neighbourhood park, Capstan Way and Sexsmith Road frontage road dedication enhancements, and on-site public open spaces (Statutory Right-of-Way) adjacent to the neighbourhood park, in corner plazas along Capstan Way and a mid-block trail connecting to Garden City Road.

### 4. Village Centre Bonus (VCB)

Under the CCAP and Zoning Bylaw, developments that make use of the density bonus provisions of the Village Centre Bonus (i.e., 1.0 floor area ratio for VCB designated properties limited to appropriate non-residential uses) make a voluntary community amenity contribution based on 5% of bonus VCB floor area.

The VCB bonus provision is applicable to the small stand-alone lot in the southwestern portion of the subject site, which will be dedicated to the City for a new road extension to Odlin Crescent. The developer proposes that 100% of the development's potential VCB floor area is comprised of retail and related uses at grade along Capstan Way at Garden City Road and proposed to be constructed in the second phase of the development.

Prior to final adoption of the rezoning bylaw, the developer proposes to make a construction-value contribution to the City, in lieu of constructing community amenity space onsite. The funds will be divided equally and deposited in Richmond's Leisure Facilities Reserve Fund – City Centre Facility Development Sub-Fund, and Richmond's Child Care Reserve. As indicated in the table below, the proposed voluntary contribution shall be based on the allowable VCB community amenity area floor area (5% of the maximum VCB floor area permitted on the subject site under the proposed ZMU47 zone and a construction-value amenity transfer rate to facilitate future community area floor area to be constructed off-site elsewhere in the City Centre.

	VCB Bonus Floor Area as per the ZMU47 Zone	VCB Community Amenity Space Area (5% of Bonus Area)	Construction-Value Amenity Transfer Contribution Rate	Minimum Voluntary Cash Contribution
Tota	1.0 FAR 783.98 m <sup>2</sup> (8,438.69 ft <sup>2</sup> )	39.20 m² (421.93 ft²)	750.00 /ft <sup>2</sup>	\$316,450.90

(1) In the event that the contribution is not provided within one year of the application receiving Third Reading of Council (Public Hearing), the Construction-Value Amenity Transfer Contribution Rate (as indicated in the table above) shall be increased annually thereafter based on the Statistics Canada "Non-Residential Building Construction Price Index" yearly quarter-to-quarter change for Vancouver, where the change is positive.

Recreation and Sport Services Staff and Community Social Development Staff are supportive of the developer's proposed construction-value cash-in-lieu amenity contribution on the basis that this approach (rather than construction of an on-site amenity) will better meet the City Centre's anticipated amenity needs by allowing for the City to direct the developer's contribution to larger amenity projects and key locations.

### 5. Sustainability

The CCAP encourages the coordination of private and City development and infrastructure objectives with the aim of advancing opportunities to implement environmentally responsible buildings, services, and related features. Areas undergoing significant change, such as Capstan Village, are well suited to this endeavour.

Staff support the developer's proposal, which is consistent with City Policy and includes:

- i) <u>District Energy Utility (DEU)</u>: The developer will design and construct 100% of the subject development to facilitate its future connection to a DEU system, which will include an owner supplied and installed central low carbon energy plant to provide heating and cooling to the development and transferring ownership of the energy plant to the City, all at no cost to the City. Registration of a legal agreement on title is required prior to final adoption of the rezoning bylaw.
- ii) <u>Step Code</u>: The architect has confirmed their intent to meet the sustainability requirements set out in the applicable sections of Richmond's BC Energy Step Code, which with the provision of a low carbon building energy system, is step 2 for the proposed high-rise buildings and step 3 for the proposed wood-frame buildings.

### 6. Parks

a) Park and Public Open Spaces

In compliance with the CCAP and the ZMU47 zone, the developer proposes to provide land for park and public open space uses, including 4,748 m<sup>2</sup> (1.17 ac.) for a City-owned neighbourhood park and at least 2,244 m<sup>2</sup> (0.55 ac.) for public open space (in a combination of road dedication and SRW) for the proposed 1,226 dwelling units. A conceptual design for the required park and public open space improvements has been prepared by the developer (Attachments 5 and 11).

The proposed 4,748 m<sup>2</sup> (1.17 ac.) City-owned neighbourhood park will be secured, designed and constructed through the required Servicing Agreement process, including the provision of Letters of Credit, and construction completed as part of the second phase of the development (Attachment 11). The City park planning process will be the subject of a separate staff report from the Director, Parks Services, after the rezoning application is considered at a Public Hearing meeting. It takes time to plan, design and construct a neighbourhood park and in the interim residents in the first phase of development are within walking distance of the City's Aberdeen Park.

The proposed 2,244 m<sup>2</sup> (0.55 ac.) public open space includes a mid-block trail connection between Garden City Road, internal roads and the proposed neighbourhood park, expanded public open space areas and plazas along Capstan Way and Sexsmith Road, and a public open space area adjacent to the proposed neighbourhood park. Detailed design of these public open space areas will be the undertaken and secured through the development's Servicing Agreement and Development Permit processes, including the provision of Letters of Credit.

### b) Farm Soil Recovery

Soil is a valuable resource and preserving it for continued agricultural use meets the standard for highest and best use of this soil. Although the subject site is not located in the Agricultural Land Reserve, City staff have identified an estimated 31,900 m<sup>2</sup> (7.88 ac.) old field grassland area within the subject site which has been under cultivation for hay since prior to 1999 (according to City records). The developer has agreed to test and salvage appropriate farm soil from the subject site for use on the Garden City Lands, ensuring Richmond soil is preserved and used for ongoing local agricultural production. Registration of a legal agreement on title is required prior to final adoption of the rezoning bylaw.

There are already approvals in place from the Agricultural Land Commission and Council for the deposit of up to 48,000 m<sup>3</sup> (1,695,104 ft<sup>3</sup>) soil meeting Agricultural Land (AL) Standards on the Garden City Lands as part of the establishment of the Kwantlen Polytechnic University farm area. The proposed soil relocation from the subject site, subject to required soil testing, to Garden City Lands would be accommodated by the existing approvals.

### c) Barn Owl Hunting Habitat Compensation

As noted in the received public correspondence (Attachment 6), Barns Owls and hawks have been recorded hunting on the subject site. Barn Owls require large open areas, with minimal human activity to facilitate their hunting behaviours, such as the approximately 31,900 m<sup>2</sup> of old field grassland on the subject site. Staff note that subject site is not an identified Environmentally Sensitive Area. The proposed neighbourhood park, road network and form of development intended in the City's City Centre Area Plan is not consistent with Barn Owl hunting habitat needs.

The Western population of Barn Owls are listed Schedule 1 – Threatened species under the federal *Species at Risk Act*. Although Barn Owls and their hunting habitat are not protected by the Province or the City, and there is no evidence of Barn Owl nesting on the subject site, the

developer has offered to work with the City to provide alternative off-site Barn Owl hunting habitat enhancements.

The developer retained a Qualified Environmental Professional (QEP) and working with Sustainability, Parks Services and Parks Operations staff, the QEP has identified three Cityowned locations (Attachment 9) for Barn Owl hunting habitat enhancement at locations showing evidence of raptor utilization and having the potential for open grassland of approximately 28,000 m<sup>2</sup> to offset the losses at the subject site. At these three City-owned locations, the City will address Knotweed and the City and the developer will work cooperatively to remove remaining invasive species. The developer will design and construct the Barn Owl hunting habitat enhancement works, and detail a grassland maintenance plan through the City's standard Servicing Agreement process, including the provision of a Letter of Credit in the amount of \$205,000 to secure the estimated value of the works. The installation of Barn Owl hunting habitat offsets will also benefit other species of raptors which utilize similar hunting habitat.

Although hawk nests and eggs are protected by the Province, their habitats are not. The applicant's QEP conducted a site inspection and has concluded that there are no raptor nests on the subject site (Attachment 7). However, in order to ensure that no hawks have migrated into the proposed development area, the applicant's QEP is required to conduct additional inspection of any trees on the subject site for raptor nests prior to tree removal.

### 7. Transportation and Site Access

The CCAP requires various road, pedestrian, and cycling network improvements on and around the subject site. Consistent with the OCP, CCAP and Zoning Bylaw, the proposed development provides for a variety of new roads, transportation improvements and related features, all at the developer's sole cost, to be secured through a combination of road dedication and legal agreements registered on title, to the satisfaction of the Director of Transportation, and the City's standard Servicing Agreement processes and Letters of Credits, as applicable, as per the attached Rezoning Considerations (Attachment 11).

Staff support the developer's proposal, which is consistent with City objectives and includes:

- i) Widening and/or frontage improvements along Cambie Road, Garden City Road, Capstan Way, and Sexsmith Road to accommodate road, sidewalk, and related upgrades, together with off-site bike path and landscape features.
- ii) The extension of Ketcheson Road and Brown Road.
- iii) A new road extension to Odlin Crescent, including the requirement for the developer to provide the southwestern stand alone lot to the City as road dedication.
- iv) The construction of a new internal North-South road.
- v) The implementation of traffic safety improvements (e.g., right-turn lane, traffic signal and intersection operational upgrades) at the Garden City Road and Cambie Road intersection, which is number 8 of the top 20 collision-prone locations in the City.

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The number of site access driveways is limited to one for each lot to minimize potential pedestrian and cycling conflicts with vehicles.

Under the Zoning Bylaw, prior to Capstan Station being operational, multi-phase Capstan Village developments are required to implement a transitional parking strategy. It is the understanding of the staff that the Capstan Canada Line Station will be operational post June 2022, prior to the subject development and, as such, a transitional parking strategy is not required and Zoning Bylaw "Parking Zone 1" rates apply.

The OCP seeks 10% of commercial parking spaces to support electric vehicle charging.

The Zoning Bylaw permits parking reductions for Capstan Village developments that incorporate Transportation Demand Management (TDM) and other measures to the City's satisfaction. The developer proposes to provide TDMs and is requesting 8 - 10% permitted parking reductions for affordable housing, market rental housing and visitors in the first phase of development. The developer proposes to provide sufficient parking in the second and third phases to meet the bylaw requirements without the need for parking reductions and TDMs.

Staff support the developer's proposal, which is consistent with City objectives and includes:

- i) Accommodating electrical charging for 100% of resident parking spaces, 10% of commercial parking spaces and 10% of resident and commercial class 1 secure bicycle storage spaces.
- ii) Shared commercial and residential visitor parking in the second phase of development.
- iii) Limiting tandem parking to market strata housing residents only.
- iv) Transportation Demand Management (TDM) measures in the first phase of development, including:
  - Transit Pass Program: monthly bus pass (two-zone) will be offered to 25% of market strata units (33 units), 50% of market rental housing units (33 units), 100% of affordable housing units (150 units) for a period of one year.
  - Providing 10% of the required Class 1 bicycle spaces for the use of the affordable housing and market rental housing residents in the form of over-sized lockers for family bike storage (e.g., bike trailers.)
  - Providing a shared bicycle maintenance and repair facility.
  - Providing two car-share vehicles and related parking spaces (equipped with quick charge 240V electric vehicle charging stations).

### 8. Site Servicing and Frontage Improvements

In compliance with City Policy, prior to final adoption of the rezoning bylaw, the developer will enter into standard City Servicing Agreements, secured with a Letters of Credit, for the design and construction of all required off-site rezoning works including, but not limited to road widening and/or frontage improvements along Cambie Road, Garden City Road, Capstan Way, and Sexsmith Road; extensions to Odlin Cresent, Ketcheson Road, and Brown Road; construction of a new internal north-south road; water, storm sewer, sanitary sewer, and utilities infrastructure and/or upgrades as set out in the attached Rezoning Considerations (Attachment 11). Development Cost Charge (DCC) credits will be applicable to works identified on the City's DCC Program (e.g., part of the required works along Cambie Road, Garden City Road, Capstan Way and Sexsmith Road).

### 9. Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site (City and neighbouring) tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development (Attachment 11 Schedule E).

Staff are supportive of the developer's proposal, which includes, among other things:

- i) The removal of the 168 existing bylaw-size trees on the subject site and planting of 336 replacement trees (2:1 ratio) through the Development Permit applications for the development's proposed three phases of development (secured with \$252,000 on-site tree planting security). As of the date of this report, two of the existing on-site trees were required to be removed in order to demolish three existing buildings and Tree Removal Permits for those two trees have been issued. A third tree has also been identified for removal by the applicant in order to accommodate demolition of a fourth building on site and is subject to the submission and approval of a Tree Removal Permit from the City. Unfortunately retention of the on-site trees is incompatible with the higher density form of development envisioned for the subject site in the City Centre Area Plan. Tree removal is proposed to occur after public hearing to allow for site preloading.
- ii) The protection of all trees on neighbouring properties is required (secured with \$10,000 tree survival security). The arborist has identified potential root zone conflict areas between required roads and existing neighbouring trees, which must be resolved through either through the developer receiving the neighbouring property owners permission to apply for a tree removal permit, or detail design through the required SA process to ensure the critical root zones of off-site trees are adequately protected in the interim until the required roads are widened to ultimate width through future redevelopment of neighbouring properties.
- iii) The protection of 30 existing City trees along the subject site's frontages (10 trees along Sexsmith Road and 20 trees along Cambie Road), through the development's Development Permit and Servicing Agreement processes (secured with \$165,000 tree survival security). The arborist has identified a potential root zone conflict area between required road works and three existing City trees, which will be addressed through detail design as part of the required SA process.
- iv) The protection of 34 existing City trees, including the relocation of 14 existing street trees along the south side of Capstan Way to facilitate required road widening, and the protection of 20 existing trees in the Garden City Road median, at the developer's sole cost, through the development's Servicing Agreement process (secured with \$195,000 tree survival security).
- v) The removal of 36 existing City trees on the subject site's frontages and voluntary contribution in the amount of \$43,250 to the City's tree compensation fund for tree planting elsewhere in the city. These trees have been identified for removal due to poor health or conflict with required Servicing Agreement works.

To developer is required to complete the following to ensure protection of trees to be retained:

- Prior to final adoption of the rezoning bylaw, submission of a contract with a Certified Arborist for the supervision of all works conducted in close proximity to trees to be protected, monitoring during construction, any needed tree protection measures, and a post-construction impact assessment report.
- Prior to commencing any works on-site, installation of tree protection fencing around all trees to be retained, which is to be installed in accordance with Tree Protection Information Bulletin Tree-03 and maintained until construction and landscaping on-site is completed.

### 10. Public Art

Staff support the developer's proposal, which is consistent with City Policy and includes a voluntary developer contribution of at least \$885,740, based on City-approved rates and the proposed floor area (excluding affordable housing and market rental housing). The developer has engaged a Public Art Planner and a proposed Public Art Plan is under review. Prior to final adoption of the rezoning bylaw, a legal agreement will be registered on title requiring the developer's implementation of a Public Art Plan for the subject site, prepared by an accredited professional and secured by Letter of Credit and/or voluntary cash contribution, to the satisfaction of the City.

### 11. City Centre Mixed Use Development

In compliance with the CCAP, the developer proposes to voluntarily contribute \$308,136 towards future City community planning studies at a rate of  $3.23/m^2$  ( $0.30/ft^2$ ) of maximum buildable floor area, excluding affordable housing and market rental housing.

The subject site is located in City Centre. Prior to final adoption of the rezoning bylaw, a legal agreement will be registered on title ensuring that future owners are aware that the development is subject to potential impacts from other development that may be approved within City Centre.

The proposed development includes commercial and residential uses. Prior to final adoption of the rezoning bylaw, a legal agreement will be registered on title that identifies the proposed mixed uses and requires noise mitigation through building and equipment design.

### 12. Development Phasing

The proposed development is intended to be constructed in three phases. To address the development's phasing and secure the required works identified in the attached Rezoning Considerations (Attachment 11), prior to final adoption of the rezoning bylaw, legal agreements will be registered on title securing that:

- i) No separate sale of the developer's lots will be permitted without the prior approval of the City (to ensure that all legal, financial, and development obligations assigned to each lot through the subject rezoning are satisfactorily transferred and secured).
- Prior to final adoption of the rezoning bylaw, the developer will enter into Servicing Agreements for the design and construction of public open space located in the first phase of development, Barn Owl hunting habitat enhancement works, engineering infrastructure works, transportation works, and City tree protection, relocation and removals.

- iii) Prior to Building Permit issuance for the second phase of the proposed development, the developer will enter into a Servicing Agreement for public open space located in the second phase of development, the proposed neighbourhood park, and transportation works.
- iv) Prior to Building Permit issuance for the third phase of the proposed development, the developer will enter into a Servicing Agreement for public open space located in the third phase of development, and transportation works.

### 13. Built Form and Architectural Character

The developer proposes to construct a mid-rise and high-rise, high density, mixed-use development fronting Cambie Road, Garden City Road, Capstan Way and Sexsmith Road, within walking distance of Aberdeen Park (Attachment 5). The proposed development is consistent with CCAP Policy for the provision of land (via a combination of dedication, fee simple and Statutory Rights-of-Way) to facilitate required transportation and public open space improvements. The proposed form of development, which combines articulated mid-rise buildings, streetwall building elements and towers, generally conforms to the CCAP's Development Permit Guidelines. More specifically, the development has successfully demonstrated:

- i) A strong urban concept contributing towards a high-density, high-amenity, mixed-use, transit-oriented environment, comprising pedestrian-oriented commercial, and a variety of dwelling types (including townhouse and apartment units), neighbourhood park, public plazas, and mid-block trail.
- ii) Variations in massing contributing towards streetscape interest, solar access to the usable rooftops of high-rise podium buildings, and upper- and mid-level views across the subject site for residents and neighbours.
- iii) Articulated building typologies contributing to a sense of pedestrian scale and interest.
- iv) Sensitivity to future and existing neighbours, by meeting or exceeding minimum recommended tower separation guidelines (e.g., 24 m/79 ft. on the west side of proposed Ketcheson Road extension and 35 m/115 ft. on the east side).
- v) Opportunities to contribute towards a high amenity public realm, particularly along Capstan Way at the proposed corner plazas.

Development Permits are required for each of the three phases of development. Each of the Development Permits is required to be formally reviewed by the Advisory Design Panel (ADP) as part of the Development Permit process. On March 4, 2020, the ADP reviewed the subject rezoning application on an informal basis and provided generally supportive design development comments for the developer to take into consideration in the preparation of the required DP applications. A copy of the relevant excerpt from the Advisory Design Panel Minutes is attached for reference (Attachment 10), together with the applicant's design response in '*bold italics*'.

Development Permit approval, to the satisfaction of the Director of Development, will be required for the development's first phase of development (Lot 1 (South Lot)) prior to final

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adoption of the rezoning bylaw. At DP stage, additional design development is encouraged with respect to the following items.

- a) Public Open Space: Opportunities to contribute towards a high amenity public realm.
- b) Richmond Arts District: Opportunities to incorporate Public Art, which is the process of being reviewed by the applicant through the City's Public Art Program process, including the potential to incorporate public art into building(s). Opportunities to incorporate CCAP Richmond Arts District expression in building design.
- b) Residential Streetscape: Opportunities to enhance individual building identity, skyline and streetscape visual interest through design differentiation between buildings and phases in the proposed large development. Opportunities to incorporate more colour in building design and to provide an enhanced interface between townhouses, residential frontages and commercial frontages with fronting pedestrian sidewalks and open spaces.
- c) Commercial Streetscape: Opportunities to create a distinctive, cohesive Capstan Village retail node and identity (i.e., not generic) (e.g., shop front design, signage).
- d) Common Amenity Spaces: The proposed indoor and outdoor common amenity spaces satisfy OCP and CCAP DP Guidelines rates (Attachment 4). More information is required with respect to the programming, design, and landscaping of these spaces to ensure they satisfy City objectives. In the first phase of development, the conceptual design includes separate building specific indoor amenity areas and a common central outdoor amenity area. The conceptual design proposes that a two-level indoor amenity space would be provided in the second phase adjacent to the mid-block trail public open space for the shared use of the second and third phases of development. In both the second and third phases of development, the conceptual design includes additional smaller indoor amenity area and common outdoor amenity area on the podium roof.
- e) Accessibility: Design and distribution of accessible units and common spaces and uses.
- f) Sustainability: Opportunities to enhance building performance in coordination with architectural expression.
- g) Emergency Services: Confirm provision of Fire Department requirements (e.g., emergency vehicle access through the mid-block trail, Fire Department response points).
- h) Crime Prevention through Environmental Design (CPTED): Opportunities to incorporate CPTED measures including surveillance and territoriality to promote a sense of security.
- i) Parking, Loading & Waste Management: The development proposal is consistent with the Zoning Bylaw and related City requirements. Further design of vehicle parking and circulation, truck manoeuvring, waste management activities, and related features and spaces.

### 14. Existing Legal Encumbrances

Development of the subject site is not encumbered by existing legal agreements on title.

### **Financial Impact or Economic Impact**

As a result of the proposed development, the City will take ownership of developer contributed assets such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees

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and traffic signals. The anticipated operating budget impact (OBI) for the ongoing maintenance of these assets \$36,896.00. This will be considered as part of the 2021 Operating budget.

As a part of the Barn Owl hunting habitat enhancement off-site works, the costs associated with the removal of Knotweed identified on City-owned property will be addressed under the City's Knotweed management programs budgets. The City portion of costs associated with the removal of other invasive species will be covered under Parks Operations maintenance budget.

### Conclusion

Polygon Talisman Park Ltd. has applied to the City of Richmond for permission to create a new site specific zone, "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" and rezone lands at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road to the new ZMU47 zone and the "School and Institutional Use (SI)" zone, to permit the construction of 6,992 m<sup>2</sup> (1.73 acres) of park and public open space and a mid-rise and high-rise, high density, mixed-use development containing 1,226 dwellings (including 150 affordable housing units and 65 market rental housing units) and 784 m<sup>2</sup> (8,438 ft<sup>2</sup>) of non-residential uses, including retail. The proposed ZMU47 zone, if approved, will guide development of the subject site. Off-site works, including utility upgrades, road widening and new roads, frontage improvements, park construction, and off-site Barn Owl hunting habitat enhancement will be subject to the City's standard Servicing Agreement processes (secured with Letters of Credit). An analysis of the developer's proposal shows it to be well designed and consistent with the CCAP's development, livability, sustainability, and urban design objectives.

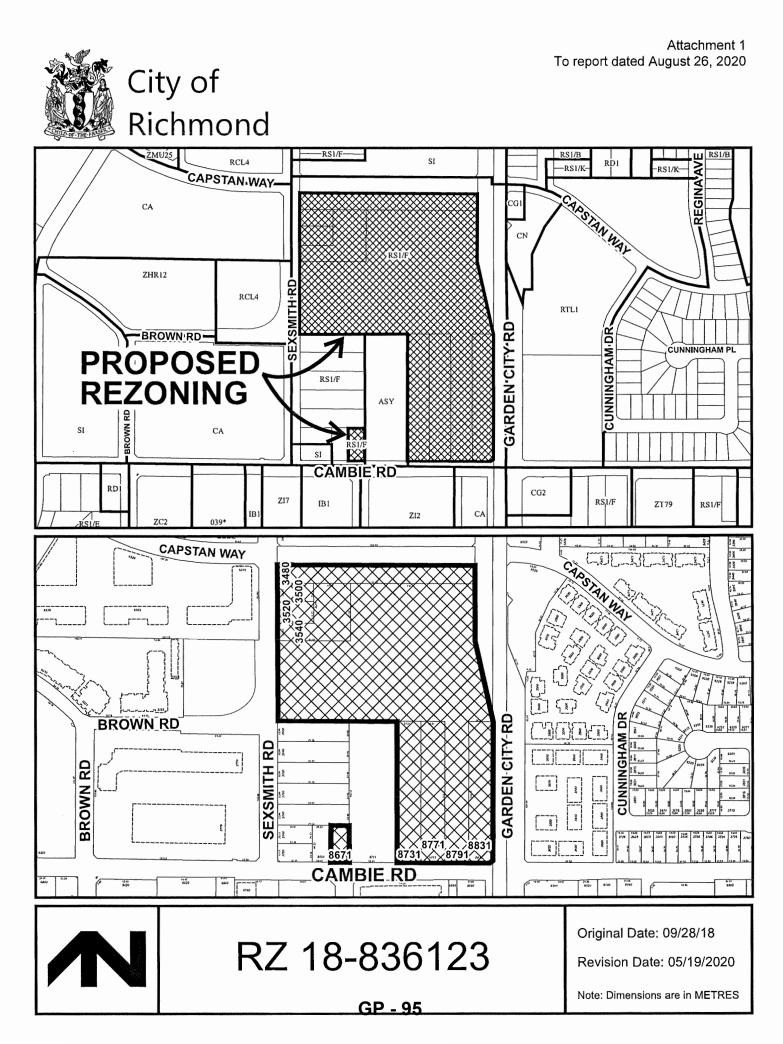
It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10198, be introduced and given First Reading.

Sara Badyal

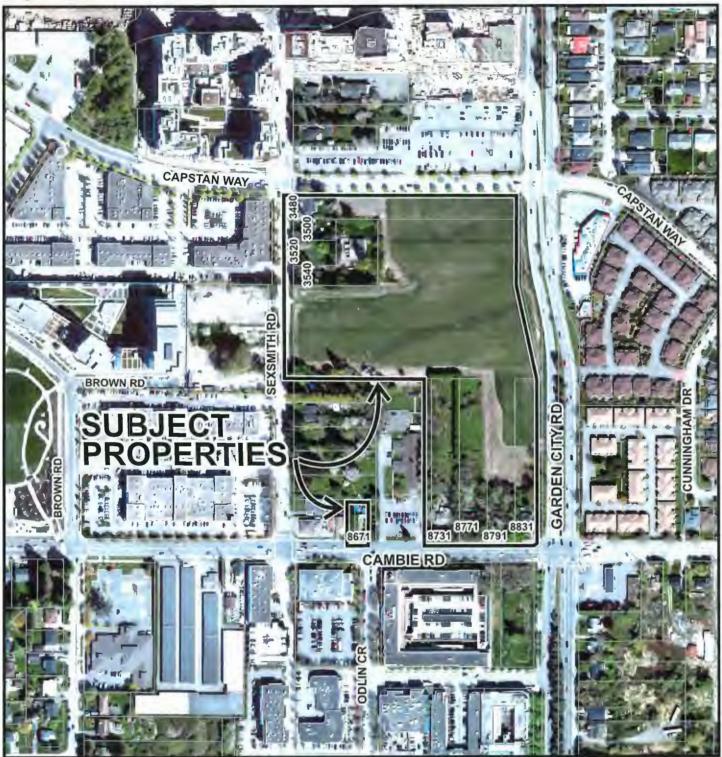
Sara Badyal Planner 2 (604-276-4282)

SB:blg

Attachment 1: Location Map Attachment 2: Aerial Photograph Attachment 3: Specific Land Use Map: Capstan Village (2031) Attachment 4: Development Application Data Sheet Attachment 5: Conceptual Development Plans Attachment 6: Public Correspondence Attachment 7: QEP Letter: Site Inspection for Hawk Nests Attachment 8: Affordable Housing Letter from S.U.C.C.E.S.S. Attachment 9: Off-site Barn Owl Hunting Habitat Enhancement Sites Map Attachment 10: Advisory Design Panel meeting Minutes Annotated Excerpt (March 4, 2020) Attachment 11: Rezoning Considerations





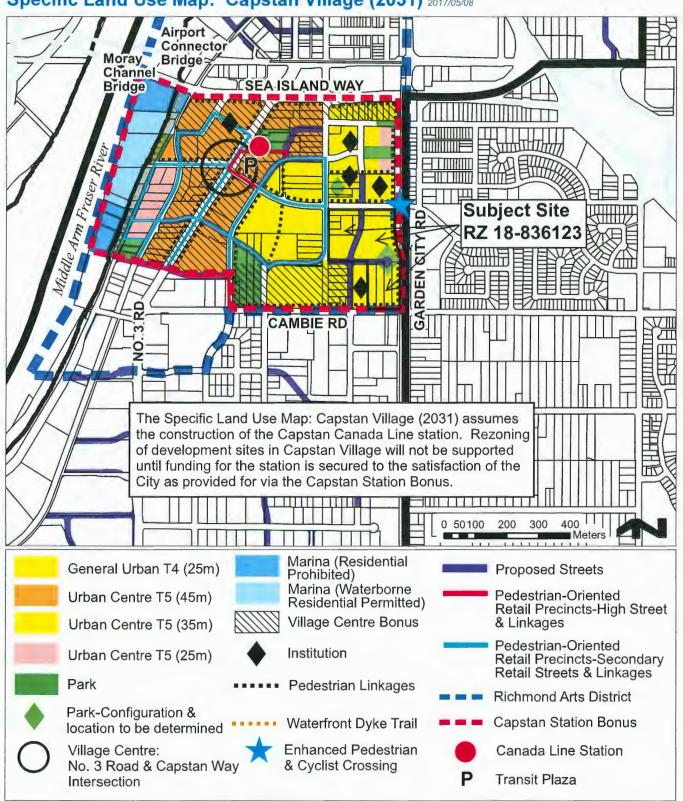




RZ 18-836123

Original Date: 09/28/18 Revision Date: 05/19/2020

Note: Dimensions are in METRES



## Specific Land Use Map: Capstan Village (2031) Bylaw 9593 2017/05/08

Bylaw 10020 Maximum building height may be subject to established Airport Zoning Regulations in certain areas.



# **Development Application Data Sheet**

Development Applications Department

RZ 18-836123	
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NZ 10-030123		
		Road, 8791 Cambie Road/3600 Sexsmith Road, an
Address	3480,3500,3520,and 3540/3560 Sexsm	ith Road
Applicant	Polygon Talisman Park Ltd.	
Owner	Polygon Talisman Park Ltd., Inc. No. Bo	C1167752
Planning Area(s)	Capstan Village (City Centre)	
	Existing	Proposed
Site Area	54,704.50 m <sup>2</sup>	38,922.40 m <sup>2</sup>
Land Uses	Single Family Residential and	Multi-Family Residential
Land Uses	Temporary Sales Centre	
OCP Designation	Mixed Use	Complies
	Urban Centre T5 (35 m) / 2.0 FAR	Complies
	General Urban T4 (25 m) / 1.2 FAR	
CCAP Designation	Capstan Station Bonus (CSB) / 0.5 FAF	2
CCAP Designation	Village Centre Bonus (VCB) / 1.0 FAR	
	New park and streets	
	Richmond Arts District	
Zoning	Single Detached (RS1/F)	Residential / Limited Commercial (ZMU47) -
		Capstan Village (City Centre)
	Previously 8 houses	1,226 dwelling units, including 150 affordabl
Number of Units		housing units and 65 market rental units
		784 m <sup>2</sup> commercial space
	Bylaw Requirement	Proposed Varianc
	Including market rental & affordable	Including market rental & affordable
	housing:	housing:
Floor Area Ratio	South Lot: Max 2.1 (28,966 m <sup>2</sup> )	South Lot: 2.0 (27,485 m <sup>2</sup> ) None
TIOU Alea Nalio	East Lot: Max 2.61 (32,227 m <sup>2</sup> )	East Lot: 2.61 (32,153 m <sup>2</sup> ) permitte
	West Lot: Max 3.91 (49,973 m <sup>2</sup> )	West Lot: 3.91 (49,921 m <sup>2</sup> )
	(Total: 111,167 m <sup>2</sup> )	(Total: 109,559 m <sup>2</sup> )
	South Lot: Max. 60%	South Lot: Max. 60%
Lot Coverage	East Lot: Max. 90%*	East Lot: Max. 90%* None
Lot obtailage	West Lot: Max. 90%*	West Lot: Max. 90% <sup>*</sup>
	*exclusive of CSB open space	*exclusive of CSB open space
Setback – Public Road	Min. 3 m	Min. 3 m None
Setback – Side Yard	None	None None
Setback – Rear Yard	None	None None
Setback – publicly	Min. 1.5 m	Min. 1.5 m None
accessible open space		
	South Lot: Max. 25 m	South Lot: Max. 25 m
Building Height	East Lot: Max. 35 m* – 45 m	East Lot: 36 m & 42 m None
5 5	West Lot: Max. 45 m	West Lot: 42 m & 45 m
	*additional height can be considered	To be confirmed through DP
	South Lot: Min. 13,700 m <sup>2</sup>	South Lot: 13,793.7 m <sup>2</sup>
Lot Size:	East Lot: Min. 12,300 m <sup>2</sup>	East Lot: 12,347.7 m <sup>2</sup> None
	West Lot: Min. 12,700 m <sup>2</sup>	West Lot: 12,781.0 m <sup>2</sup>

	Bylaw Requirement	Proposed	Variance
	(Phase 1)	(Phase 1)	
	City Centre Zone 1 with TDMs	City Centre Zone 1 with TDMs	
	Affordable Housing: 0.81 per dwelling	Affordable Housing: 0.81 per dwelling	
	Market Rental: 0.72 per dwelling	Market Rental: 0.72 per dwelling	
	Market Strata: 0.9	Market Strata: 0.9	
	Visitors: 0.18 per dwelling,	Visitors: 0.18 per dwelling,	
Parking Space rates:	including 2 car-share spaces	including 2 car-share spaces	None
	(Phases 2 & 3)	(Phases 2 & 3)	
	City Centre Zone 1 without TDMs	City Centre Zone 1 without TDMs	
	Market Strata: 1	Market Strata: 1	
	Shared commercial/visitor, greater of:	Shared commercial/visitor, greater of:	
	Commercial: 3.75 per 100 m <sup>2</sup> , or	Commercial: 3.75 per 100 m <sup>2</sup> , or	
	Residential Visitors: 0.2 per dwelling	Residential Visitors: 0.2 per dwelling	
Accessible Parking Spaces	Min. 2%	Min. 2%	
Small Car Parking Spaces	Max. 50%	Max. 50%	None
Tondom Barking Spaces	Permitted for Market Strata residential	Max. 50% for market strata residents	None
Tandem Parking Spaces	units only to a maximum of 50%	Max. 50% for market strata residents	None
	South Lot: 2 medium	South Lot: 2 medium	
Loading Spaces	East Lot: 3 medium	East Lot: 3 medium	None
	West Lot: 3 medium	West Lot: 3 medium	
	Class 1: 1.25 per dwelling, including	Class 1: 1.25 per dwelling, including	
Bicycle Spaces	10% family sized for affordable	10% family sized for affordable	None
Bioyele Opaces	housing and market rental housing	housing and market rental housing	None
	Class 2: 0.2 per dwelling	Class 2: 0.2 per dwelling	
EV (Energized) Car	100% resident parking spaces	100% resident parking spaces	
Charging	10% commercial parking spaces	10% commercial parking spaces	None
Charging	100% car share parking spaces	100% car share parking spaces	
Amenity Space – Indoor	South Lot: Min. 694 m <sup>2</sup>	South Lot: 752 m <sup>2</sup>	
@ 2 m <sup>2</sup> per dwelling	East Lot: Min. 678 m <sup>2</sup>	East & West Lots: 1,863 m <sup>2</sup>	None
	West Lot: Min. 1,080 m <sup>2</sup>	To be confirmed through DP	
	South Lot: Min. 2,082 m <sup>2</sup>	South Lot: 2,289 m <sup>2</sup>	
Amenity Space – Outdoor	East Lot: Min. 2,034 m <sup>2</sup>	East Lot: 2,676 m <sup>2</sup>	None
@ 6 m <sup>2</sup> per dwelling	West Lot: Min. 3,240 m <sup>2</sup>	West Lot: 3,605 m <sup>2</sup>	NONE
		To be confirmed through DP	
Capstan Station Bonus	5 m <sup>2</sup> per dwelling, or 6,992 m <sup>2</sup> ,	6,992 m <sup>2</sup> secured as a combination of	None
Public Open Space	whichever is greater	road dedication, park, and SRW	None



Polygon and IBI Group are pleased to submit this master plan rezoning application for a significant site in Capstan Village.

This application seeks to rezone 13.5 acres of the block bounded by Capstan Way, Sexsmith Road, Garden City Road, and Cambie Road.

The southwest quadrant of the block – home to the Richmond United Church, a daycare, and several private residences – is not proposed to be redeveloped as part of this project.

This master plan rezoning application proposes: **GP - 100** 

- 109,559 m² (1,179,280 ft?) of Floor Area 1.17 acres of new City Park An additional 1.72 acres of new public open space (Capstan Station Bonus) Over 1,200 new homes including:
- 150 affordable housing units 65 market rental units 1,011 market residential . .

  - .



TALISMAN MASTER PLAN REZONING

POLYGO

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TALISMAN MASTER PLAN REZONING

10

Land Use and Density





Allowable FAR Per CCAP (Includes Affordable Housing Bonus & Capstan Station Bonus)

Parcel [	Designation	Sub-Area	AH With	CSB	VCB	CCAP Designation (FAR)	Net Site Area Eligible for FAR (sm)	Allowable FAR Floor Area (sm)	
Ö	eneral Urban T4	General Urban T4 B1 Mixed-Use - Low-Rise	1.20	0.50	n/a	1.70	13,966.32	23,742.74	
Site 2	(25m)	Residential & Limited Commercial	1.20	0.50	n/a	1.70	21,579.91	36,685.85	394,883.17
Site 3 U	Urban Centre T5 (35M)	B2 Mixed-Use – Mid-Rise	2.00	0.50	n/a	2.50	16,684.77	41,711.93	448,983.42
Site 4 Ge	General Urban T4 (25m)		1.20	0.50	1.00	2.70	783.98	2,116.75	22,784.46
	n/a	Market Rental Housing Policy Density Bonus				0.10	53,014.98	5,301.50	57,064.85
Overall Total			-			2.06	53,014.98	109,558.76	

SITE 1 & SITE 2 AREA - FAR ELIGIBLE	SITE 3 AREA - FAR ELIGIBLE	SITE 4 AREA - FAR ELIGIBLE	DEDICATION - CITY ROAD - FAR INELIGIBLE	DEDICATION - CITY ROAD - FAR ELIGIBLE	DEDICATION - CITY PARK - FAR ELIGIBLE	PROPERTY LINE (BEFORE DEDICATION)	PROPERTY LINE (AFTER DEDICATION)	BOUNDARY FOR FAR CALCULATION	

Parcel	Proposed FAR	Net Site Area (sm)	Provided FAR Floor Area (sm)	Provided FAR Floor Area (sf)
Site 1 (Affordable Housing)	0.83		11,417.88	122,901
Site 1 (Market Rental)	0.39	13,793.7	5,312.57	57,184
Site 1 (Market Condo)	0.78		10,754.73	115,763
Site 2	2.61	12,347.7	32,152.82	346,090
Site 3	3.91	12,781.0	49,920.77	537,342
Site 4	0	0	0	0
Total	2.82	38,922.4	109,558.76	1,179,280

Affordable Housing Density Required/ Provided:

- Total Market Residential FAR area: 1,179,280 57,184 (Market Rental) 8,438 (Site 2 commercial) = 1,113,658 sqft
  - Affordable Housing Required (Net Floor Area): 10% x 1,113,658= 111,366 sqft
    - Affordable Housing Provided (Net Floor Area): 112,298 sqft

POLYGON

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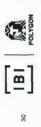
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# TALISMAN MASTER PLAN REZONING

# Indoor and Outdoor Amenity Space

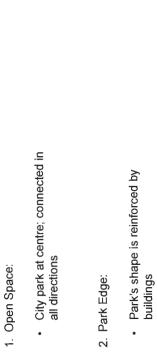
Site	Items	Buildings	Units	Required (m2)	Provided {m2}
Site 1					
Wood-Frame	Indoor Amenity (C	Indoor Amenity (CCAP: 2 m <sup>2</sup> per unit)			
		Building 1-1 (AH)	150	300	305
		Building 1-2 (MR)	99	130	138
		Building 1-3	132	264	265
		Sub-total	347	694	708
	Outdoor Amenity (6m <sup>2</sup> per unit)	(6m <sup>2</sup> per unit)			
		Site 1	347	2,081	2,289
GF		Sub-total	347	2,081	2,289
Site 2 & 3					
Concrete	Indoor Amenity (C	Indoor Amenity (CCAP: 2 m <sup>2</sup> per unit)			
•		Building 2-1	227	454	0
		Building 2-2	112	224	82
		Building 2-3	N/A	N/A	1,707
		Building 3-1	185	370	0
		Building 3-2	172	344	0
		Building 3-3	183	366	74
		Sub-total	879	1,758	1,863
	Outdoor Amenity (6m <sup>2</sup> per unit)	(6m <sup>2</sup> per unit)			
		Site 2	339	2,034	2,676
		Site 3	540	3,240	3,605
		Sub-total	879	5,274	6,281
Total					
	Indoor Amenity			2,452	2,571
				7 965	0 540





TALISMAN MASTER PLAN REZONING



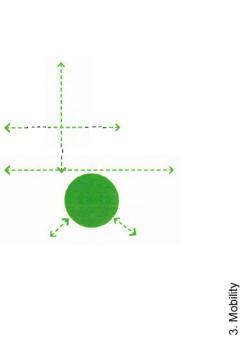


**A**3. Mobility:
• New streets, paths enhance connectivity

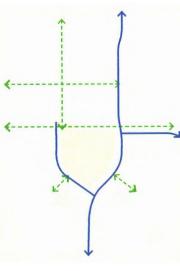
4. Density:

Building density NW to SE diminishes

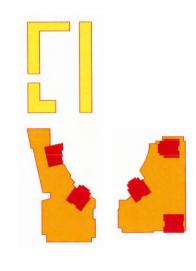












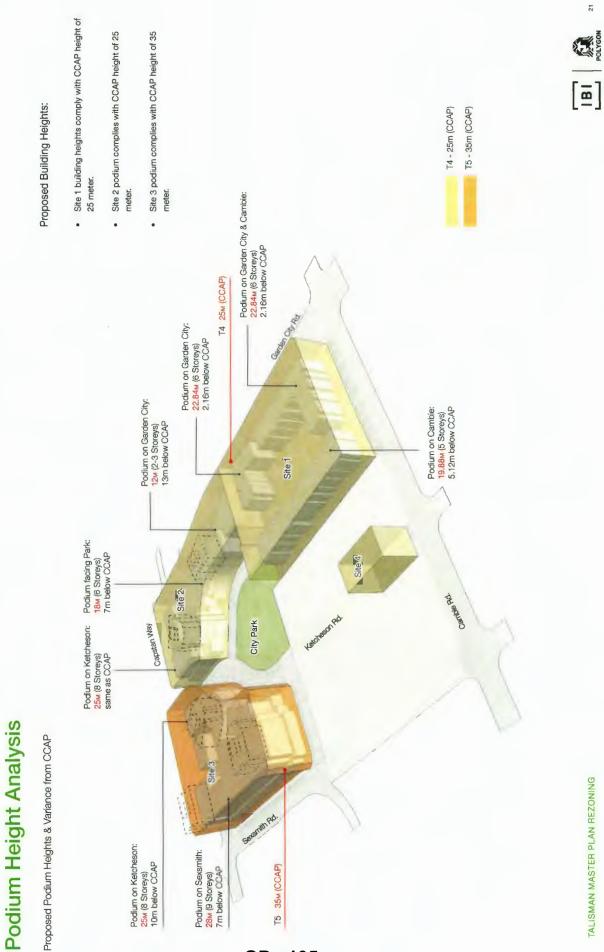


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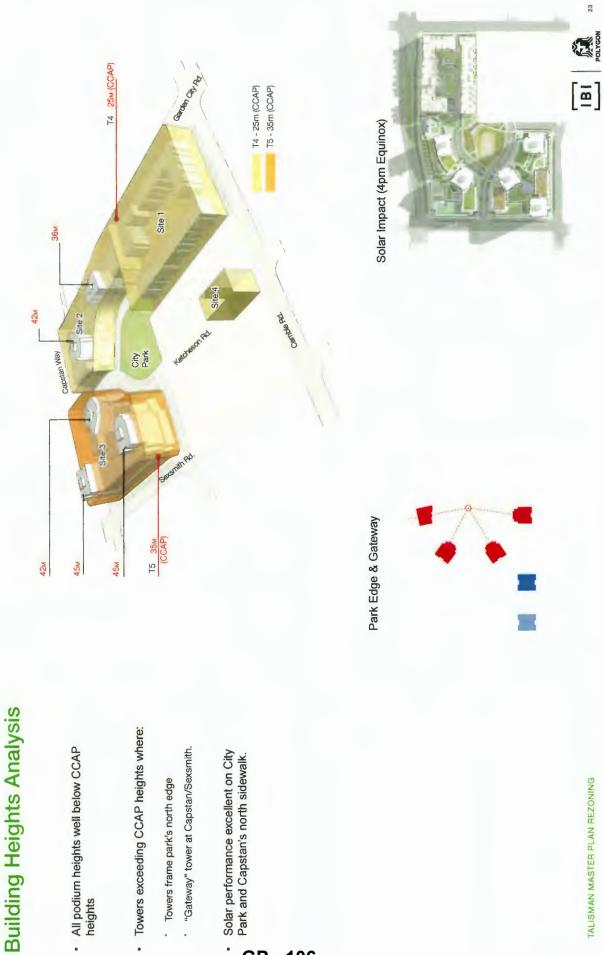
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2. Park Edge

1. Open Space



GP - 105



- All podium heights well below CCAP heights
- Towers exceeding CCAP heights where:
- Towers frame park's north edge
- "Gateway" tower at Capstan/Sexsmith.
- Solar performance excellent on City Park and Capstan's north sidewalk. .

TALISMAN MASTER PLAN REZONING



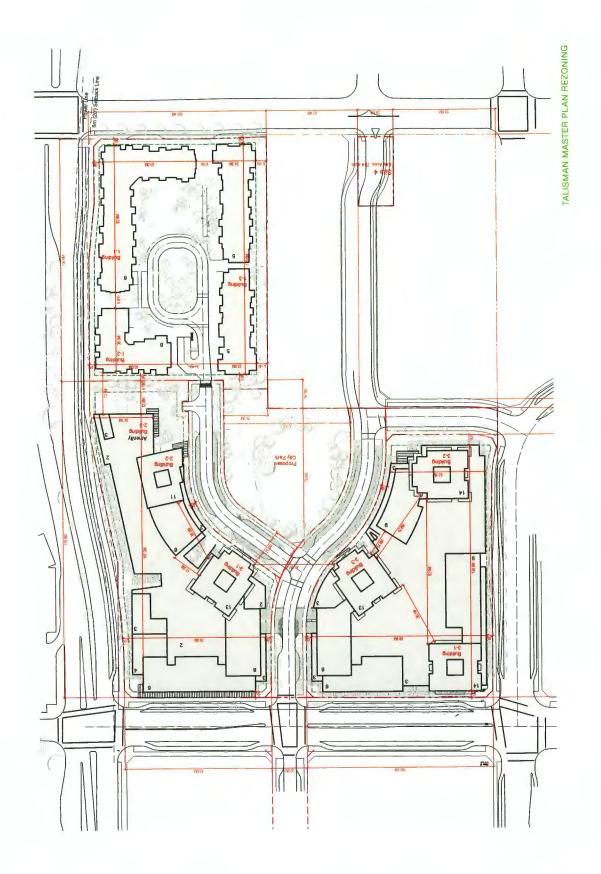


GARDEN CITY RD.



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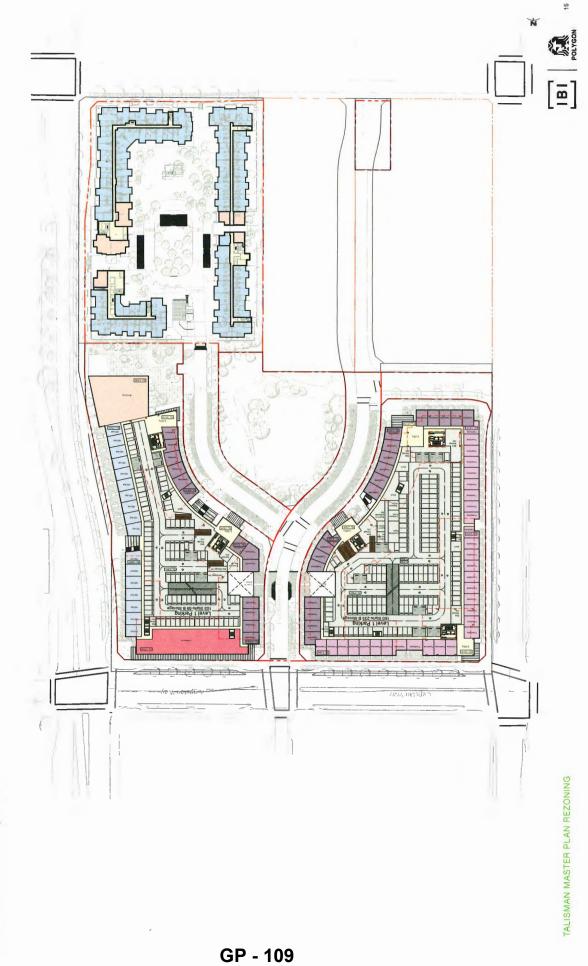
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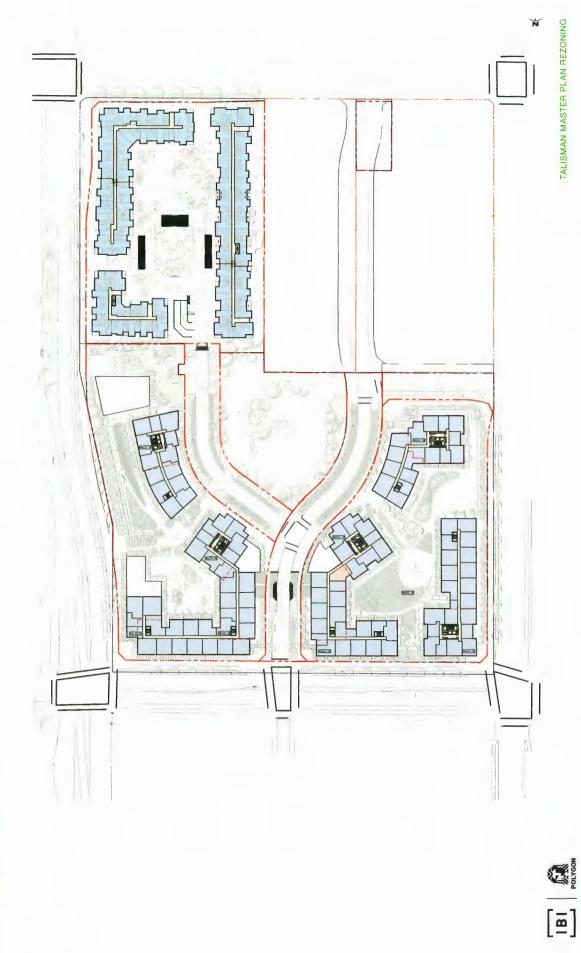
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POLYGON

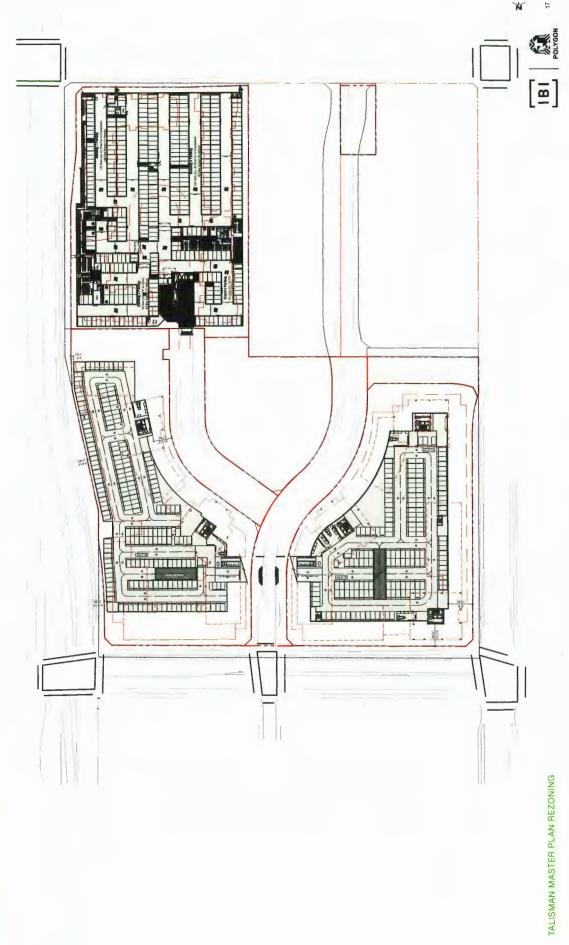


Level 1 Floorplan





16



**Typical Parking** 





TALISMAN MASTER PLAN REZONING

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POLYGON

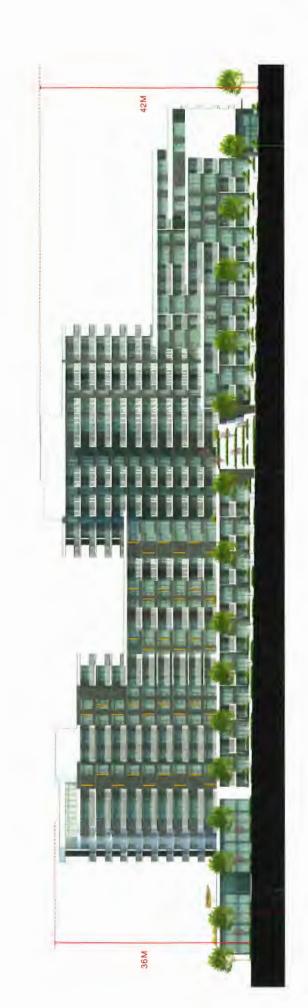
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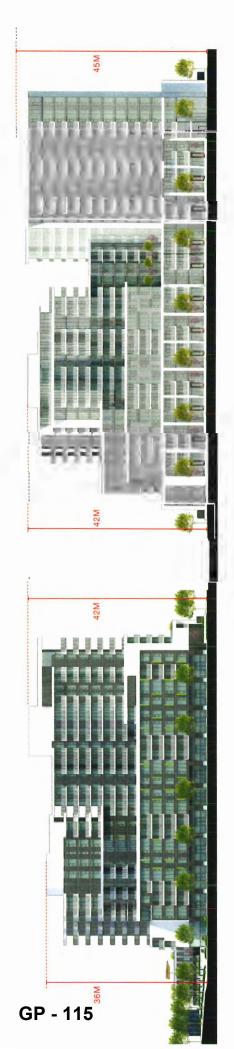


Site 2 Elevation at Garden City Rd

GP - 114



Site 2&3 Elevation at Capstan Way

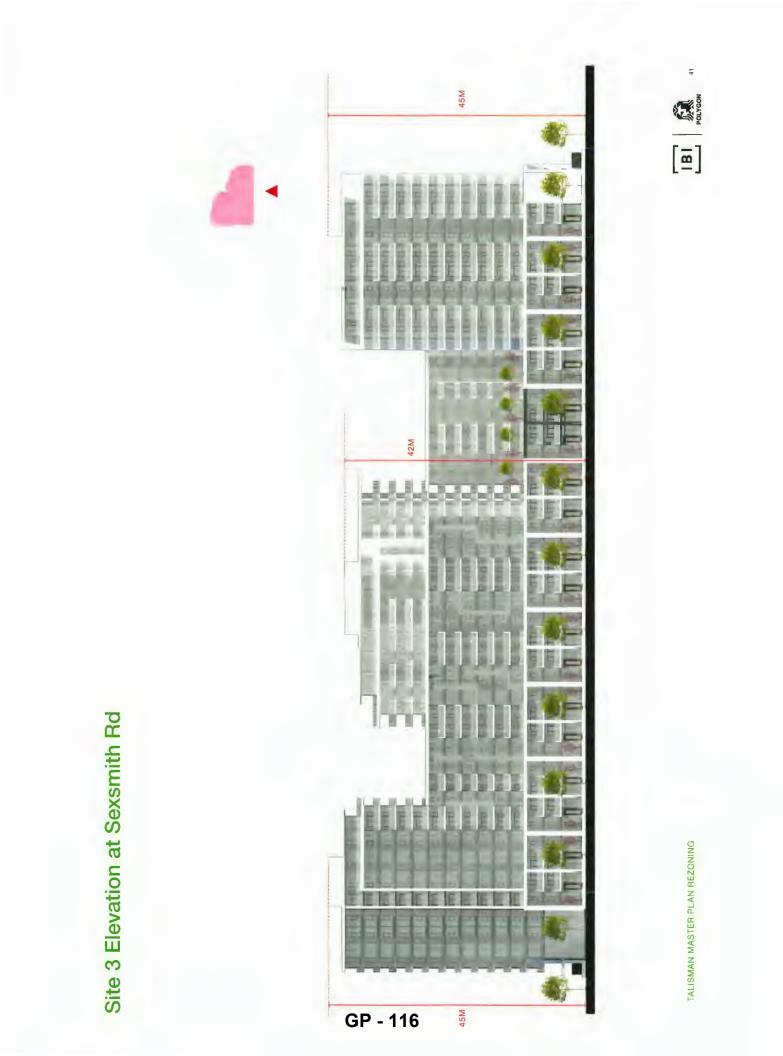


TALISMAN MASTER PLAN REZONING

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POLYGON

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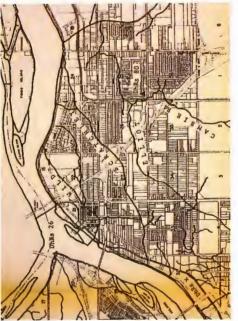
TALISMAN MASTER PLAN REZONING





Site 3

LANDSCAPE PRINCIPLES



REFERENCE TO HISTORY Thirdin gardens take inspiration from the old sloughs of Richtlund. The use of rain gardens will be used for stormwater management and reinforce the character of the site.



Create an enticing landscape that draws people into and the through the network of streets, pathways, and central park. REINFORCE THE EDGE







IMMERSIVE GARDEN Use the surrounding natural landscape character to guide the design of the central park and create a rich and immersive outdoor experience.

**DESIGN RATIONALE** 

HAPA

403 - 375 West Firth Avenue Vencouver BC, VSY 1JB 604 909 4150 hapacobo.com Landscape Architecture Urban Design

> The Capstan Village Lands project is designed around having a single conserve landscape approach for the neighbourhood park and surrounding development. The neighbourhood park is designed as a passive nature experience with three distinct vegetation types taken from the surrounding landscape character; forest, meabow, and rain gardens. These landscape characters are repeated throughout the development in open spaces, at entrance points, and along public pathways.

Reviewed for Reservey July 31/20 Teriumed for Reservey July 31/20 Reviewed for Reservey Jan 06/20 Jesued for Reserving Jung 25/18 NOT FOR CONSTRUCTION

â

Description



Talisman Park Capstan Master Plan Richmond, BC

Landscape Rationale





PARK CHARACTER EXTENSION AND CONNECTIONS

The park character will extend out along ketcheson Road, East Road, and Brown Road with confremous street planting, similar street edge planting, and street trunisings similar to those of the park. These elements will create a cohesive landscape approach for the park's surrounding streets, strend the parks character to connect to Garden Sity Road, and neighbouring parks such as Concord Gardens and Aberdeen Park.

HAPA

403 - 375 Weat Firth Averue Vancouver BC, VGY 1JB 804 4150 Mapacobo.com Landscape Architecture Urban Design



















Landscape Rationale

Richmond, BC

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HAPA Landscope Archikecture Urbain Deskign 402 - 375 West Firth Avenue Vancouver BC, VSY 1JB 604 909 4150 Aepecoboucom

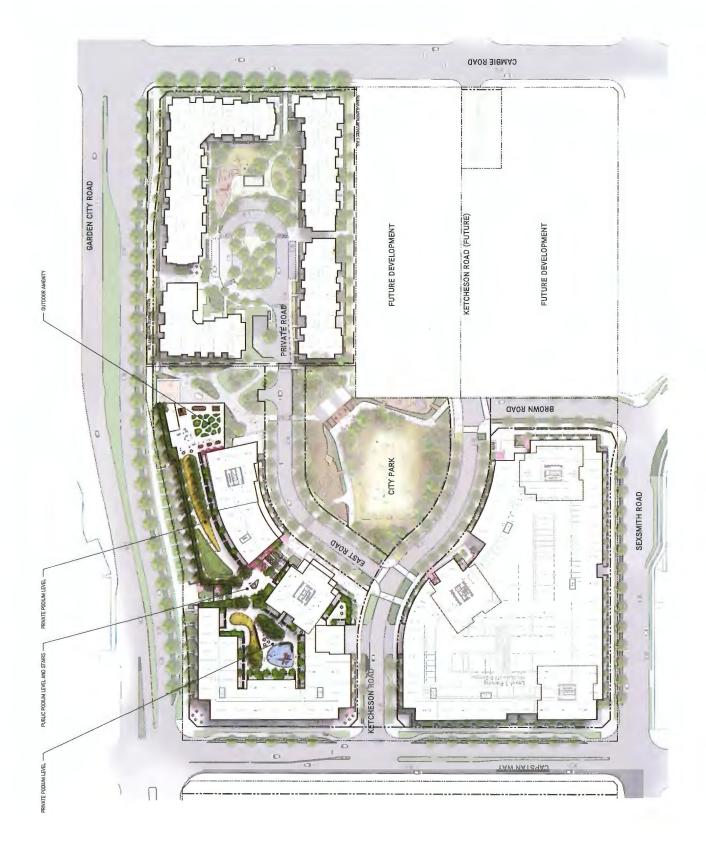
CTION	02/TE ÁINF	Jun 16/20	Jan 06/20	Aug 29/16	Date
NOT FOR CONSTRUCTION	Re-insured For Resorted	Re-leased for Remoring	Re-Issued for Recording	Izaued for Rezoning	Geechlen
	4	6	~1	-1	4



Richmond, BC

lilustrative Plan Level 3





GP - 124









#### September 23, 2019

#### **Dear Mayor and Council**

#### cc: City Manager

#### Re. Developmental Proposal #2018 836123 000 00 RZ and loss of barn owl hunting habitat

I am writing to you as I have great concerns about the proposed rezoning of 12 parcels of land (#2018 836123 000 00 RZ) from a single detached zone to a site-specific zone to allow for a three-phase development with 8 buildings that would include 1,222 residential units and retail space. As part of the proposal there will also be a new City Park.

My main concern lies with the development of the largest parcel, 3600 Sexsmith Road as this has, until recently, been in hay production and is now fallow grass. This parcel is critical hunting habitat for the local barn owl population in Richmond and is one of the last remaining areas left for them to hunt. Barn owls are strongly associated with grasslands and marshlands, and Richmond is one of the key strongholds for this Federally threatened and Provincially red-listed species.

Barn owls are regularly seen hunting the field at 3600 Sexsmith Road at night. As part of a larger radio telemetry study I conducted between 2010-2013 on barn owl hunting behaviour in the Lower Mainland (Hindmarch et al. 2017), we had two monitored barn owls that would hunt this field at night (see attached hunting location map below). Since this study was conducted, North Richmond has changed significantly and there has been a substantial loss of grass habitat as other parcels in the area have been redeveloped from single detached residential to condominium buildings. As a result, barn owls have been displaced from these areas, and in most cases no habitat compensation was provided for barn owls when these developments occurred.

This site is undeniably important hunting habitat for the remaining barn owls in North Richmond. Based on the below-referenced study, it is crucial that some habitat is retained either as part of the proposed city park, or that funds are provided to enhance habitat elsewhere to make it more conducive for barn owls.

I have monitored barn owls in the Lower Mainland since 2006 and wrote both the Federal and Provincial Recovery Plan for the Western barn owl in 2013. I am happy to answer any questions and provide additional information on barn owl hunting behaviour and nesting activity in Richmond to help you find a viable solution that preserves habitat for this threatened species.

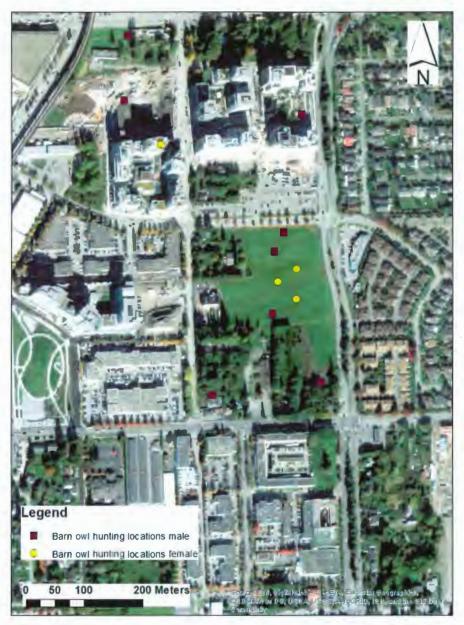
Yours Sincerely,

S. Hindemand\_

Sofi Hindmarch

Literature Cited:

Hindmarch S, Elliott JE, McCann S, Levesque P. 2017. Habitat use by barn owls across a rural to urban gradient and an assessment of stressor including, habitat loss, rodenticide exposure and road mortality. Landscape and Urban Planning 164: 132-143.



Subset of hunting locations for two radio tagged barn owls that were monitored between 2010-2011 in Richmond.

From: Murray Spitz <murrayspitz@icloud.com> Sent: August 9, 2020 2:26:03 PM To: Badyal,Sara Subject: RZ18836123

Hi Sara ,I said I would send you some pictures of the hawks that live in our trees here are a few Murray Spitz 8791Cambie Rd RichmondBC V6X1K2 604-727-7774 call me if you need more info







Sent from my iPhone

KeystoneEnviro.com
 Attachment 7
To report dated August 26, 2020



August 25, 2020

Mr. Robin Glover Vice President Development Polygon Talisman Ltd. 900 – 1333 West Broadway Vancouver, BC V6H 4C2

Dear Mr. Glover:

#### Re: Nest Survey 8671 Cambie, 3540, 3500 & 3480 Sexsmith Road, Richmond BC File No. 15401-2

Keystone Environmental Ltd. (Keystone Environmental) completed an active bird nest survey at the request of the City of Richmond (the City) sustainability staff prior to removal of vegetation at 8671 Cambie, 3540, 3500 & 3480 Sexsmith Road, Richmond BC (the Site) at Garden City Road and Capstan Way. The bird nest survey is required by the City to fulfil conditions for tree clearing permits and the survey was requested by the City since a hawk was observed by a local resident at the Site. The City would like to have confirmation from a Qualified Environmental Professional that no hawk nests are present.

Birds are protected under the BC *Wildlife Act* and the *Migratory Birds Convention Act (MBCA*). The *MBCA* prohibits harm to bird species listed as migratory under the act, including destruction or disturbance of their nests, eggs, and young. The BC *Wildlife Act* provides protection to the majority of native vertebrate species from harm, destruction, or disturbance unless otherwise indicated under the Designation and Exemption Regulation or authorized under a permit. Section 34 provides additional protection to bird species not listed under the *MBCA*, including their eggs or nests when occupied. The nests of eagle, peregrine falcon, gyrfalcon, osprey, heron, and burrowing owl are protected year-round.

Environment Canada identifies the estimated general nesting period for each region in the country based on species diversity, climate, elevation, and habitat type. The general nesting period identified for the Site is between March 10 and August 20, which is a conservative use of the data to be inclusive of all habitat types and outliers.

Suite 320 4400 Dominion Street Burnaby, British Columbia Canada V5G 4G3 Telephone: 604 430 0671 Facsimile: 604 430 0672 info@KeystoneEnviro.con 1 KeystoneEnviro.com Environmental Consulting Engineering Solutions Assessment & Protection

# SITE SURVEY

#### <u>Methods</u>

A presence/non-detected survey was conducted on foot through the Site with 10 m transect spacings used to visually assess vegetation capable of containing bird nests (trees and shrubs). The survey involved an audio-visual scan for birds/raptor activity, bird nests, and recent nesting or perching activity in the form of nest debris, nesting cavities, fecal wash, pellets or prey remains within the cluster of trees. The trees and associated vegetation were inspected for nests and monitored to observe bird activity that may indicate nesting use.

#### <u>Results</u>

The bird nest survey was conducted on August 25, 2020 by the undersigned. The nest survey was conducted during clear skies with very little wind (Beaufort wind scale 1<sup>1</sup>).

Each tree and shrub on the Site was assessed for active and nests that would be protected year round. Nesting season for this year is complete (Aug 20) as defined by Canadian Wildlife Service breeding dates for migratory birds<sup>2</sup>.

A local resident observed two species of birds using the Site and communicated the information to the City. The two birds photographed by the local resident (Photographs 1 - 4) consisted of a Cooper's Hawk (*Accipiter cooperii*) and a Red-tailed Hawk (*Buteo jamaicensis*), both protected under the BC *Wildlife Act*. Both species' nests are protected only when 'active' (i.e., a nest occupied by a bird or its egg). Outside of breeding season their nests are not protected and can be removed. If they have been nesters in the area, they both have completed nesting for the season. In addition, hunting/foraging habitat for these two species is not regulated.

During the Site visit a single Red-tailed Hawk was observed in the tall Douglas fir (*Pseudotsuga menziesii*) tree on property 8671 Cambie Road (Photograph 5). All trees in the area were checked for this bird's nest and none were identified. The Cooper's Hawk was not present.

No active nests or nesting activities were observed during the survey by the two hawks, migratory birds or birds that are protected under the provincial *Wildlife Act* or the federal *Migratory Birds Convention Act*. In addition, no nests protected year-round, were identified at the Site.

<sup>2</sup>https://www.canada.ca/en/environment-climate-change/services/avoiding-harm-migratory-birds/general-nesting-periods/nesting-periods.html

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<sup>&</sup>lt;sup>1</sup> No wind, slight breeze

#### PROFESSIONAL STATEMENT

This letter has been prepared by Libor Michalak and reviewed by Annette Bosman. This document has been prepared solely for the use of the City of Richmond and Polygon Talisman Ltd.

If you require any further information, please do not hesitate to contact the undersigned at 604-838-0475.

#### Keystone Environmental Ltd.

The Millet

Libor Michalak, R.P.Bio., P.Biol. Senior Biologist

I:\15400-15499\15401\Aug 2020 Nest Sry Raptor\15401-2 200825 Talisman Site Raptor Nest Survey.docx

#### ATTACHMENT:

Photographs





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# PHOTOGRAPHS



Photograph 1: Local Resident Photograph (Red-tailed Hawk)



Photograph 2: Local Resident Photograph (Cooper's Hawk 1)



Page 1 of 3 GP - 136



Photograph 3: Local Resident Photograph (Cooper's Hawk 2)



Photograph 4: Local Resident Photograph (Cooper's Hawk 3)



Page 2 of 3 GP - 137



Photograph 5: Red-tailed Hawk in Douglas Fir tree at 8671 Cambie Road



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Sara Badyal, M. Arch, RPP Development Applications Department City of Richmond 6911 No. 3 Road Richmond BC V6Y 2C1

Delivered via email - SBadyal@richmond.ca

July 22, 2020

Dear Ms. Badyal,

I am writing in connection with Polygon's Low End of Market Rental (LEMR) building at Talisman Park at Garden City Road & Cambie Road. I understand from discussions with Polygon (Matthew Carter and Robin Glover) that this project is proceeding to Planning Committee in the next few months.

# S.U.C.C.E.S.S. and Polygon Partnership

S.U.C.C.E.S.S. and Polygon have had several discussions over the last year regarding S.U.C.C.E.S.S. operating/owning the LEMR building in Talisman Park, upon completion of construction. Both parties have expressed interest in working with each other on this project and have drafted an MOU to formalize this partnership.

#### Memorandum of Understanding

Included in the MoU is the intent to submit a joint application to BC Housing under the 2020 Community Housing Fund proposal call process to facilitate S.U.C.C.E.S.S. purchasing the building from Polygon.

# S.U.C.C.E.S.S.'s interest in Talisman Park project

S.U.C.C.E.S.S. recognizes that affordable, secure, and well-maintained housing is fundamental to the community and contributes to healthier residents and communities. Affordable housing is integrally linked to other community issues such as health, recreation, and social and economic development. In 2011, S.U.C.C.E.S.S.'s Board of Directors approved a 10-year housing plan to increase 500 residential units to be owned/managed by S.U.C.C.E.S.S. As of September 2017, approximately 65% of the target has been achieved through direct investment and partnerships with municipal governments, BC Housing, developers, non-profit housing providers, and financial institutions. We continue to work with our partners to reach our housing plan. S.U.C.C.E.S.S. currently owns/operates two affordable housing buildings in Richmond with a total of 134 units. Adding more buildings / units within Richmond allows for a cluster of units to increase operational efficiencies and economies of scale.

Partnering with Polygon to deliver these affordable housing units to S.U.C.C.E.S.S. is an example of the partnerships we need to help us deliver affordable housing to our communities. Polygon is an experienced developer of large-scale, complex real estate development projects. They bring an experienced development team, financial strength, and a highly regarded construction operation that is known for delivering high quality homes on time and on budget. Working with Polygon on this project with a fixed-price and turnkey delivery basis provides S.U.C.C.E.S.S. with housing at an attractive cost and in a risk-managed manner. We are pleased to be working with Polygon on this project and hope this translates into a long term working relationships for future opportunities.

S.U.C.C.E.S.S. Affordable Housing Society

# Stand-alone Building

S.U.C.C.E.S.S. prefers all affordable housing units to be located within a stand-alone building. The clustering of units results in much more efficient operations. Having a stand-alone building is preferable to have control over operating costs as well as repair and maintenance. Having units within a strata may lead to conflict between the Non-Profit and the strata owners in terms of strata fees, scheduled maintenance etc. Many strata owners' objective is to keep strata fees to a minimum often to the detriment of the building condition in the long term. S.U.C.C.E.S.S. operates the building for the long term with a focus on timely repair and maintenance to avoid deterioration of building components. The two outlooks may result in conflict in a 'dispersed strata' situation.

S.U.C.C.E.S.S.'s experience with REMY (9388 Cambie Rd) which has 81 units within a stand-alone building built on a shared parking structure solidifies the preference for stand-alone buildings. This 81 unit building allows S.U.C.C.E.S.S. far better control of operations and budgets than would be the case if the units were dispersed with market units. Further, tenants of the entire complex share the parking structure and outdoor amenities with no conflict between tenants from the private buildings and affordable housing building. In fact, we regularly hear positive feedback from both market and affordable tenants on living at REMY.

For these reasons, we fully support and endorse the approach that Polygon and the City of Richmond have taken at Talisman where the LEMR building is stand-alone rather than dispersed, but shares amenities with adjoining market buildings.

# Opportunity to influence design

Through developing and operating affordable rental housing, S.U.C.C.E.S.S. amassed a wealth of knowledge, lessons learnt and design best practices to ensure operational efficiencies and reduction of maintenance costs. Being involved with Polygon at this early stage as well as Polygon's openness for design input will ensure the affordable housing building is built to Polygon's highest standards while meeting S.U.C.C.E.S.S.'s operational needs.

# LEMR Building within complex

Talisman Park is a master planned residential development project which is currently in the early stage design process. S.U.C.C.E.S.S. acknowledges that the LEMR building is part of the entire residential development and therefore the building will be designed so as to be indistinguishable from the adjoining market building. This is important for both tenants of the LEMR building and the remainder of the complex to avoid any potential stigmatization. Similar to REMY where majority of tenants in the entire complex are comfortable with the arrangement and have positive experiences living there.

Please let me know if you require any further information

Regards

Ahmed Omran Director, Community Real Estate and Asset Management July 21, 2020

Copies: Robin Glover, Polygon Talisman Park Ltd

# Off-site Barn Owl Hunting Habitat Enhancement Areas











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# Annotated Excerpt from the Minutes from Advisory Design Panel Meeting March 4, 2020

# RZ 18-836123 – 3-PHASE 5-TOWER AND LOW-RISE MIXED USE RESIDENTIAL AND LIMITED COMMERCIAL DEVELOPMENT, INCLUDING AFFORDABLE HOUSING BUILDING, MARKET RENTAL BUILDING, NEW CITY ROADS AND NEW CITY PARK

ARCHITECT:	IBI Group Architects
LANDSCAPE ARCHITECT:	Hapa Collaborative
PROPERTY LOCATION:	8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, and 3540/3560 Sexsmith Road

#### Applicant's Presentation

Robin Glover, Polygon, Gwyn Vose, IBI Group Architects, and Joe Fry, Hapa Collaborative, presented the project, and together with Jian Gong, IBI Group Architects, and Ryan Broadfoot, Hapa Collaborative, answered queries from the Panel.

#### Panel Discussion

Comments from Panel members were as follows, together with the applicant's design response in *'bold italics'*:

- Appreciate the inclusion of the affordable housing low-end-of-market rental units in the project; looking forward to seeing the details in the formal presentation of the project to the Panel *Noted*.
- Appreciate the project's landscape principles which incorporate the City's natural landscape and history into the proposed development; the applicant is encouraged to do more than what is currently proposed for the landscaping of the project but should relate to the project's overall landscape vision *Will be reviewed through DP process.*
- The applicant's vision for the significant size of proposed community gardens and urban agriculture may not be realized as this would depend on the commitment of future strata management; review whether the proposed amount of community gardens and urban agriculture should be included in the landscaping of the proposed development *Will be reviewed through DP process.*
- Overall, the proposed landscaping for the project is clear and cohesive Noted.
- Appreciate the proposed City Park as it brings the whole project together; the significant size of the three sites and surrounding outside roads create opportunities for a successful design of the project *Noted*.
- The architectural form and character of buildings on the north and south portions of the development are different and appear like separate developments; consider bringing the buildings together in terms of building design and articulation to create an appearance of one project and enhance the visual experience of Park users *Different architects are working on Lot 1 (South Lot) and Lot 2 (East Lot) and a rough concept was provided for*

Lot 3 (West Lot). An architect will be retained for Lot 3 (West Lot) and at DP stage for all projects it will become clear that each phase will have a separate, yet complimentary, architectural expression.

- Consider reviewing the location of the amenity hub on the east side adjacent to Garden City Road as pedestrians will likely access the subject site from the north and west sides, which are closer to the future Capstan Canada Line Station; also consider incorporating commercial spaces along Capstan Way on the northwest portion of the site in addition to the proposed commercial spaces on the northeast portion of the site – *The amenity building is sited to take advantage of the relationship with the central park and the SRW linking the park with Garden City. The neighbourhood is in a state of transformation so predicting pedestrian routes at this time is challenging. With respect to commercial uses on Capstan Way, the location at Garden City Road reinforces existing commercial uses across Garden City and mirrors commercial and institutional uses proposed on the north side of Capstan Way in the rezoning application under review.*
- A portion of the streetwall along Garden City Road (along the row of townhouses) is significantly set back from the street and does not provide a residential feel for pedestrians *The additional setback is in response to the hydro transmission lines running down the west side of Garden City which require minimum clearances.*
- Concerned about the phasing of the overall development; when built, Phase 1 can only be accessed from internal roads running through Phases 2 and 3 which will be under construction; also review the cohesiveness of the landscaping between Phase 1 and Phase 2 considering that the two phases have different landscape architects *The current phasing strategy supports the construction access to each phase, minimizing impacts on adjacent land uses, and delivers the Affordable Housing Units and Market Rental units in phase 1 of the development on Lot 1 (SouthLot). Landscape design will be refined through the DP process.*
- Overall, the proposed development is impressive; however, concerned about the lack of manoeuvrability of large vehicles (e.g., delivery and moving trucks) in Phase 2 which would need to access the private road and roundabout in Phase 1 to manoeuvre A SRW will be secured over the turnaround in phase 1 on Lot 1 (South Lot) and there is a hammerhead proposed in the road design at the road end driveway. Design will be further reviewed through DP and SA processes.
- Consider reviewing the location of pedestrian crossings for pedestrian safety in Phase 1 and Phase 2 in relation to road curve; also consider installing traffic calming measures along the private road in Phase 1 to enhance pedestrian safety *Safety is a priority. These crossings will be further reviewed through the SA process.*
- Consider providing additional shadow studies as the children's play areas in Phase 2 and Phase 3 appear shaded *Additional shadow studies will be produced at DP stage*.
- Review whether proposed phase 1 dog area in the Park to achieves its purpose *The park* concept will be further refined in consultation with Parks staff.

- Ensure appropriate height for the proposed street trees, i.e. conifer trees, to provide adequate clearance for vehicles; also ensure survivability of the trees to be planted *Species tree size will be further reviewed through SA process.*
- Ensure CPTED principles are addressed for the long sidewalks along Garden City Road and Capstan Way *Sidewalk design will be reviewed through SA process.*
- Consider providing wheelchair access for areas in the project where staircases are proposed to be installed, especially along the proposed pedestrian connection from Garden City Road to the City Park *The pedestrian link from Garden City through to the neighbourhood park is at grade and will be accessible and inviting.*
- Agree with Panel comment that the project is impressive Noted.
- The applicant should be mindful on the impact to the shape and form of the buildings when mechanical rooms are installed for the low carbon energy plant *Will be reviewed through the DP process*.
- As the project moves forward to the next stages, the energy modeling should show how the project would achieve Energy Step Code 2 for the concrete buildings and how the slab edges would impact the achievement of applicable performance targets *Noted*.
- Agree with the Panel comment that the children's play area in Phase 1 could be shaded; consider shifting the roundabout and the children's play area to ensure adequate sunlight exposure Updated phase 1 shadow studies confirm that the outdoor children's play area has ample solar access while still providing necessary shade in the summer months.
- Appreciate the significant breaks of buildings in Phase 1 and Phase 2 adjacent to the surrounding outside roads which allow pedestrian access into the site; consider increasing the breaks of buildings in Phase 3 (west side) to achieve the same level of visual porosity of buildings in Phase 1 and Phase 2 *Phase 3 of the development on Lot 3 (West Lot) requires a parkade of at least 3-stories. Once a consultant team has been retained, the architect will review opportunities to articulate and reduce the visual bulk of the development through the DP process.*
- Appreciate the breaking down of the massing of buildings in Phase 2 while still appearing like whole buildings; consider incorporating the architectural elements in Phase 2 buildings into the Phase 3 buildings *Will be reviewed through DP process.*
- Appreciate the grand staircase in Phase 2 providing pedestrian connection from Garden City Road to the City Park; however, consider addressing the accessibility of people using strollers and in wheelchairs – *Expression of a visual break in the massing in-lieu of a staircase connection will be reviewed through the DP process to avoid a 2-storey climb to private amenity space. Elevator and corridor access will provided inside the building for building residents.*

- Appreciate the two-storey podium in Phase 2 which provides a human scale at street level; consider a two-storey podium for Phase 3 in lieu of the proposed three-storey podium; The two-storey townhouses are more successful than the three-storey townhouses in terms of proportion *The phase 3 design concept for Lot 3 (West Lot) will be refined when an architect is engaged to prepare the DP application. Incorporating those elements of Lot 2 (East Lot) that create a more human scale in Lot 3 (West Lot) will be reviewed through the DP process.*
- Appreciate the up and down pedestrian connection from Garden City Road to the proposed City Park; however, it lacks visual connection and provision for accessibility – Addressed above.
- The proposed landscaping for the project is well developed; the public realm, private spaces and shared spaces are well integrated at this early stage of the project; also appreciate the proposed extensive landscaping on the roofs *Noted*.
- Consider incorporating a small commercial space in the City Park to provide relief from the Park, e.g. install a coffee shop and/or fast food for Park users along the park elevation *Commercial uses are proposed along Capstan Way for reasons stated above. The amenity building will provide a social gathering space that a coffee shop might provide and will act as a hub for residents of the community. Polygon has a long history of staffing clubhouses with an event/social planner that will jump start the community building by organizing daily/weekly activities such as yoga, art classes, etc.*
- Consider redesigning Phase 1 of the project through (i) replacing the proposed wood-frame building with a podium and tower form with landscaping on the podium similar to Phase 2 and Phase 3, (ii) extending the new East Road to connect to Cambie Road, and (iii) extending the City Park space to the area occupied by the proposed market residential building in Phase 1 Maximum six-storey height is proposed at the southeast corner of the site to step down building height in transition to the existing lower building heights in the Oaks neighbourhood to the east of Garden City and lower building heights south of Cambie Road. The extension of the new North-South road through to Cambie is not supported in part due to proximity to the proposed Odlin Crescent extension which will occur mid-block on Cambie Road.

<u>NOTE</u>: Rezoning applications receive an informal review, with comments provided and no vote. The required Development Permit application(s) will be reviewed formally, including comments and a vote.



Attachment 11 To report dated August 26, 2020

# **Rezoning Considerations**

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

# Address: <u>8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road,</u> and <u>3480,3500,3520, and 3540/3560 Sexsmith Road</u> File No.: <u>RZ 18-836123</u>

# Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10198, the developer is required to complete the following:

1. (*Ministry of Transportation & Infrastructure - MOTI*): Final MOTI approval must be received.

NOTE: Preliminary MOTI approval is on file and will expire on June 19, 2021.

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.

NOTE: This consideration has been satisfied (REDMS # 6234621).

- 3. (*Consolidation, Subdivision, Dedication and Land Transfer*) Registration of a Subdivision Plan for the subject site and park land ownership transfer, to the satisfaction of the City. Prior to the registration of a Subdivision Plan, the following conditions shall be satisfied:
  - 3.1. (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:
    - 3.1.1. a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands);
    - 3.1.2. evidence satisfactory to 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
    - 3.1.3. a legal commitment to provide a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands), including security therefore in the amount and form satisfactory to the City.
  - 3.2. Road: Dedication of approximately 11,034 m<sup>2</sup> (2.73 ac) for road and related purposes, as indicated generally on the Preliminary Subdivision Plan (Schedule A) and Preliminary Road Functional Plan (Schedule B). 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:
    - 3.2.1. Cambie Road widening (Across 8671 Cambie Road frontage and from West property line of 8731 Cambie Road to Garden City Road): varying width of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design SA process to the satisfaction of the City;
    - 3.2.2. Garden City widening (Cambie Road to +/- 70 m northward): varying width (up to 6.53 m) of strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design (SA) process to the satisfaction of the City;
    - 3.2.3. Capstan Way widening (Sexsmith Road to Garden City Road): 6.8 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;

NOTE: Development Cost Charge (DCC) credits may apply.

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3.2.4. Sexsmith Road widening: (Capstan Way to Brown Road): varying width (3.61 m typical) strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;

NOTE: Development Cost Charge (DCC) credits may apply.

- 3.2.5. Odlin Crescent extension (Cambie Road to north property line of 8671 Cambie Road): dedication of entire lot at 8671 Cambie Road;
- 3.2.6. Ketcheson Road extension (Capstan Way to Brown Road extension): a 20 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;
- 3.2.7. Brown Road extension (Sexsmith Road to Ketcheson Road extension): a 15 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;
- 3.2.8. New North-South road (Ketcheson Road extension to North property line of Lot 1 (South Lot)): a 20 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along both sides of the street; and
- 3.2.9. Corner Cuts: minimum 4 m x 4 m corner cuts (measured from the new property lines) required on all corners of intersections where two dedicated roadways intersect.
- 3.3. Lot Consolidation and Subdivision: The creation of the following lots:
  - 3.3.1. Three (3) lots for development purposes, as per the Preliminary Subdivision Plan (Schedule A), including:
    - a) Lot 1 (South Lot): 13,793.7 m<sup>2</sup> (3.41 ac);
    - b) Lot 2 (East Lot): 12,347.7 m2 (3.05 ac); and
    - c) Lot 3 (West Lot): 12,781.0 m2 (3.16 ac).
  - 3.3.2. One (1) lot for park and related purposes:  $4,748.3 \text{ m}^2$  (1.17 ac).
- 3.4. No Separate Sale of Development Lots: Registration of legal agreements on the three (3) lots created for development purposes for the subject mixed use development proposal, as per the Preliminary Subdivision Plan (Schedule A), requiring that the lots may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreement and business terms related to financial, legal, development, and other obligations assigned to each of the lots as a result of the subject rezoning are transferred and secured to the satisfaction of the Director of Development and City Solicitor.
- 3.5. Park: Transfer of the approximately 4,748.3 m<sup>2</sup> (1.17 ac) lot to the City as a fee simple lot for park and related purposes, which may include, but may not be limited to, a neighbourhood park, and associated features and activities. The primary business terms of the required land transfer, including any environmental conditions, shall be to the satisfaction of the Director, Real Estate Services, the City Solicitor, the Director, Parks Services and the Director of Development. All costs associated with the land transfer shall be borne by the developer. The lands to be transferred are generally indicated on the Preliminary Subdivision Plan (Schedule A).

NOTE: Development Cost Charge (DCC) credits shall not apply.

<u>NOTE</u>: This land transfer is required to satisfy the developer's CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

- 4. (*Public Rights of Passage Statutory-Rights-of-Way SRWs*) Registration of right-of-ways for the purposes of public passage and utilities to facilitate public access, related landscaping and infrastructure, including:
  - 4.1. Public Open Space SRWs, as shown generally on the Parks and Public Open Space Key Plan (Schedule C), of approximately 1,077 m<sup>2</sup> (0.27 ac), including the provision of the following, to the satisfaction of the City:

- 4.1.1. Mid-Block Trail SRW: approximately 646.4 m<sup>2</sup> (0.16 ac) along the south side of Lot 2 (East Lot) where it abuts Lot 1 (South Lot), for a landscaped trail for pedestrians and bikes, providing a public trail and recreation connection between Garden City Road and the proposed road and neighbourhood park.
- 4.1.2. Corner Plaza Open Spaces SRWs: approximately 304 m<sup>2</sup> (0.08 ac) combined area in the form of corner plazas at all of the intersections along the north side of Lot 2 (East Lot) and Lot 3 (West Lot) for the enhancement of intersection corners accommodating landscaping, pedestrian and bike activity, including:
  - a) Capstan/Garden City SW corner plaza: approximately 121.4 m<sup>2</sup>;
  - b) Capstan/Ketcheson SE corner plaza: approximately 73.3 m<sup>2</sup>;
  - c) Capstan/Ketcheson SW corner plaza: approximately 73.4 m<sup>2</sup>; and
  - c) Capstan/Sexsmith SE corner plaza: approximately 35.8 m<sup>2</sup>;
- 4.1.3. South Lot Open Space SRW: approximately 127 m<sup>2</sup> (0.03 ac) along the north side of Lot 1 (South Lot) where is abuts the proposed neighbourhood park, for park activity and integration improvements.

<u>NOTE</u>: These SRW areas are required to satisfy the developer's CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

- 4.2. The 'Public Open Space SRWs' shall provide for:
  - 4.2.1. A public experience, use, and enjoyment of the SRW area as attractive, welcoming, well-lit, safe, and well maintained, as determined to the satisfaction of the City;
  - 4.2.2. 24 hour-a-day, universally accessible, public access, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and signage indicating the SRW area is publicly accessible, to the satisfaction of the City;
  - 4.2.3. Public art;
  - 4.2.4. Public access to fronting residential, public open space, and other on-site uses;
  - 4.2.5. Emergency and service vehicle access, City bylaw enforcement, and any related or similar Cityauthorized activities;
  - 4.2.6. City utilities, traffic control (e.g., signals), and related equipment;
  - 4.2.7. The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
  - 4.2.8. Design and construction of the SRW areas, via Servicing Agreement\* processes, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City;
  - 4.2.9. Maintenance of the SRW area at the sole cost of the owner-developer, except as otherwise determined via the Servicing Agreement approval process;
  - 4.2.10. Building encroachments located fully below the finished grade of the right-of-way, provided that such encroachments do not conflict with the design, construction, or intended operation of the right-of-way (e.g., tree planting, accessible grades, underground utilities), as specified in a Development Permit\* or Servicing Agreement\* approved by the City;
  - 4.2.11. The right-of-ways shall not provide for:
    - a) Driveway crossings;
    - b) Vehicle access, except as described above; or
    - c) Building encroachments above the finished grade of the right-of-way;

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- 4.2.12. "No development" shall be permitted on the lot where the SRW is located, restricting Development Permit\* issuance for any building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City's satisfaction;
- 4.2.13. No Building Permit\* shall be issued for a building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City's satisfaction; and
- 4.2.14. "No occupancy" shall be permitted of a building on the lot where the SRW is located, restricting final Building Permit\* inspection granting occupancy for any building on the lot where the SRW is located, in whole or in part, until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy.
- 4.3. Vehicle turnaround on Lot 1 (South Lot), to the satisfaction of the Director of Transportation, which shall provide for:
  - 4.3.1. Exact dimensions to be determined through the required Development Permit\* process;
  - 4.3.2. 24 hour-a-day, universally accessible, public pedestrian and vehicle access, which may include, but may not be limited to, lighting, to the satisfaction of the City;
  - 4.3.3. Building encroachments located fully below the finished grade of the right-of-way, as specified in the required Development Permit\*; and
  - 4.3.4. Maintenance of the SRW area at the sole cost of the owner-developer.
- 4.4. Other Right-of-Ways: As determined to the sole satisfaction of the City via the Servicing Agreement\*, Development Permit\*, and/or Building Permit\* processes.
- 5. (*Farm Soil Recovery*) Enter into a legal agreement to relocate up to a maximum of approximately 19,100 m<sup>3</sup> (674,510 ft<sup>3</sup>) of agricultural soil from a source site area on the subject site (as generally indicated on the Farm Soil Recovery Area diagram /Schedule D) to the City's Garden City Lands at 5560 Garden City Road for farm use.
  - 5.1. Parks Services to obtain Soil Deposit Permit\* for the placement of the soils in the Agricultural Land Reserve (ALR) in consultation with Community Safety and Bylaws staff.
  - 5.2. The soil relocation shall be done in accordance with applicable Agricultural Land Commission (ALC) regulations and approval conditions. The City has ALC approval to develop the Kwantlen Polytechnic University farm area on the Garden City Lands and is responsible for securing any additional approvals from the ALC, if needed, prior to any soil movement from the source site to the Garden City Lands.
  - 5.3. The developer is responsible for the payment of soil tipping fees to the City as be per the rates outlined in the City's Consolidated Fees Bylaw 8636 for the Garden City Lands.
  - 5.4. Under the guidance of a Qualified Environmental Professional (QEP), a Phase I Environmental Site Assessment will be conducted to determine if further testing is required as per *Contaminated Sites Regulations* (BC CSR) protocols.
  - 5.5. The soil will be tested for overall soil composition, soil chemistry, and other characteristics required to fully profile the soil for agricultural purposes.
  - 5.6. In addition, a QEP will assess the source site to determine if there are any invasive plants. Any areas identified as containing invasive plants will remain on the source site and soil from the identified areas will not be relocated to the Garden City Lands.
  - 5.7. Soil testing results will be provided to the developer for third party verification review prior to the developer applying to the City for a soil deposit permit.
  - 5.8. The soil is to be excavated prior to pre-load activities occurring on the source site. When excavation of soil commences, the soil is to be relocated as soon as possible directly to a specified soil deposit area within the Garden City Lands in coordination with Parks Services. Sub-soil from the source site is to be deposited onto the Garden City Lands prior to the placement of top soil from the source site.



<u>NOTE</u>: Any stockpiling of existing top soil on the subject site identified to be retained on-site for the purposes of constructing the proposed neighbourhood park shall be stockpiled in a manner such that the soil quality will be maintained to the greatest extent possible following best management practices and under the guidance of a Qualified Agrologist.

- 5.9. Only uncontaminated soil meeting Agricultural Land (AL) Standards will be accepted by the City to be placed on the Garden City Lands
- 5.10. The developer is responsible for the costs associated with excavating and transporting the soil to the Garden City Lands. Upon receiving and accepting the soil, the City will assume management of the soil and associated costs related to managing the soil on the Garden City Lands. Soil management on the Garden City Lands includes moving the soil within the site, grading and incorporation of soil amendments.
- 6. (*Capstan Station Bonus CSB*) Registration of a restrictive covenant and/or alternative legal agreement, to the satisfaction of the City, securing that "no building" will be permitted on the subject site and restricting Building Permit\* issuance for the subject site, in whole or in part, until the developer satisfies the terms of the Capstan Station Bonus (CSB) as provided for via the Zoning Bylaw. More specifically, the developer shall satisfy the following requirements:
  - 6.1. <u>Capstan Station Reserve Contribution</u>: Prior to Building Permit\* issuance for the subject site, in whole or in part, the developer shall submit a cash contribution to the Capstan Station Reserve. The preliminary estimated value of the required developer contribution is shown in the following table. The actual value of the developer contribution shall be based on the actual number of dwelling units and the City-approved contribution rate in effect at the time of Building Permit\* approval.

# TABLE 1

Phase	No. of Dwellings Preliminary estimate	CSB Contribution Rate Effective to Sep 30, 2020	CSB Voluntary Contribution Preliminary estimate
1	347	\$8,992.14 /dwelling	\$3,120,272.58
2	339	\$8,992.14 /dwelling	\$3,048,335.46
3	540	\$8,992.14 /dwelling	\$4,855,755.60
Total	1,226	\$8,992.14 /dwelling	\$11,024,363.64

- 6.2. <u>CSB Minimum Public Open Space Contribution</u>:
  - 6.2.1. Prior to the final reading of the Rezoning Bylaw, granting of at least 6,992 m<sup>2</sup> (1.73 ac) of publicly-accessible open space to the City, in a combination of fee simple, dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), including:

# TABLE 2

	Capstan Station Bonus (CSB)	CSB Voluntary Public Open Space Contribution			
	Public Open Space Features	Dedication (Road)	Fee Simple Lot (Park)	SRW	
Α	Capstan/Ketcheson SW corner plaza	-	-	73.4 m <sup>2</sup> (0.02 ac)	
	Capstan Way additional widening	445 m <sup>2</sup> (0.11 ac)	-	-	
В	Capstan/Garden City SW corner plaza	-	-	121.4 m <sup>2</sup> (0.03 ac)	
	Capstan/Ketcheson SE corner plaza	-	-	73.3 m <sup>2</sup> (0.02 ac)	
	Capstan Way additional widening	353.3 m <sup>2</sup> (0.09 ac)	-	-	
С	Capstan/Sexsmith SE corner plaza	-	-	35.8 m <sup>2</sup> (0.01 ac)	
	Sexsmith Road additional widening	368.5 m <sup>2</sup> (0.09 ac)	-		
D	Mid-block Trail SRW	-	-	646.4 m <sup>2</sup> (0.16 ac)	
E	South Lot open space SRW	-	-	127.1 m <sup>2</sup> (0.03 ac)	
F	Neighbourhood Park	-	4,748 m <sup>2</sup> (1.17 ac)	-	
	Sub-Total	1,167 m <sup>2</sup> (0.29 ac)	4,748 m <sup>2</sup> (1.17 ac)	1,077 m <sup>2</sup> (0.27 ac)	
	Total		6,992.82 m <sup>2</sup> (1.73 ac)		

6.2.2. Prior to Building Permit\* issuance for the subject site, in whole or in part, the developer shall provide to the City publicly-accessible open space to the City, in a combination of fee simple,

dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), at a rate of 5.0  $\text{m}^2$  (53.82 ft<sup>2</sup>) for each dwelling unit exceeding 1,226 dwelling units.

- 7. (*Village Centre Bonus VCB*): Submission of a voluntary developer cash contribution to secure the developer's commitment to satisfy Village Centre Bonus requirements contained in the ZMU47 zone with respect to the developer's lands in general and Lot 2 (West Lot) in particular.
  - 7.1. <u>VCB Amenity Contribution</u>: Submission of a voluntary developer cash contribution, in the amount of \$316,450.90, divided equally, to Richmond's Leisure Facilities Reserve Fund City Centre Facility Development Sub-Fund and Richmond's Child Care Reserve, in lieu of constructing community amenity space on-site, as determined based on a construction-value amenity transfer rate of \$750/ft<sup>2</sup> and an amount of amenity transferred off-site based on 5% of the maximum VCB buildable floor area permitted on the subject site under the proposed ZMU47 zone, as indicated in the table below.

In the event that the contribution is not provided within one year of the application receiving third reading of Council (Public Hearing), the Construction-Value Amenity Transfer Contribution Rate (as indicated in the table below) shall be increased annually thereafter based on the Statistics Canada "Non-Residential Building Construction Price Index" yearly quarter-to-quarter change for Vancouver, where the change is positive.

TABLE 3

	Maximum Permitted VCB	VCB Community	Construction-Value	Minimum Voluntary
	Bonus Floor Area as per	Amenity Space Area (5%	Amenity Transfer	Developer Cash
	the ZMU47 Zone	of Bonus Area)	Contribution Rate	Contribution
Total	783.98 m <sup>2</sup> (8,438.69 ft <sup>2</sup> )	39.20 m <sup>2</sup> (421.93 ft <sup>2</sup> )	750.00 /ft <sup>2</sup>	\$316,450.90

8. (*Community Planning*) The City's acceptance of the developer's voluntary contribution in the amount of \$308,136.04 towards future City community planning studies, as set out in the City Centre Area Plan, based on \$0.30/ft<sup>2</sup> and the maximum permitted buildable floor area under the proposed ZMU47 zone (excluding affordable housing and market rental housing), as indicated in the table below.

# TABLE 4

Use	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	110,383.98 m <sup>2</sup> (1,188,163.24 ft <sup>2</sup> )	94,638.58 m <sup>2</sup> (1,018,681.21 ft <sup>2</sup> )	\$0.30 /ft <sup>2</sup>	\$305,604.36
Non-Residential	784 m <sup>2</sup> (8,438.91 ft <sup>2</sup> )	784 m <sup>2</sup> (8,438.91 ft <sup>2</sup> )	\$0.30 /ft <sup>2</sup>	\$2,531.6 <b>7</b>
Total	111,167.98 m <sup>2</sup> (1,196,602.14 ft <sup>2</sup> )	95,422.58 m <sup>2</sup> (1,027,120.12 ft <sup>2</sup> )	\$0.30 /ft <sup>2</sup>	\$308,136.04

9. (*Parking Strategy*) City acceptance of the developer's offer to voluntarily contribute towards various transportation-related improvements and secure parking for various uses in compliance with Zoning Bylaw requirements with respect to Parking Zone 1 (Capstan Village) and transportation demand management (TDM) parking reductions.

<u>NOTE</u>: It is the understanding of the City that the subject development will be constructed concurrently with the Capstan Canada Line Station. In light of this, the developer is not required to implement a transitional parking strategy. Zoning Bylaw "Parking Zone 1" rates shall apply, except where other requirements are stated in the ZMU47 zone and/or these Rezoning Considerations.

- 9.1. <u>Commercial and Visitor Parking</u> at Lot 2 (East Lot): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 2 (East Lot) restricting the use of parking provided on-site for all uses except resident uses. More specifically, commercial and visitor parking requirements for the lot shall include the following.
  - 9.1.1. Commercial and Visitor Parking shall mean any parking spaces needed to satisfy Zoning Bylaw requirements, as determined through the Development Permit\*, including businesses and commercial tenants, their employees, visitors, customers, and guests and residential visitors.

- 9.1.2. Commercial and 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.
- 9.1.3. Commercial and Visitor Parking shall not include tandem parking and must include a proportional number of handicapped parking spaces and regular size parking spaces as per the Zoning Bylaw.
- 9.1.4. 10% of commercial parking must be equipped with electric vehicle charging equipment, as per OCP DP Guidelines and legal agreement registered on title with respect to the subject rezoning.
- 9.1.5. "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 commercial and visitor parking and related features.
- 9.1.6. No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required commercial and visitor parking and a letter of confirmation is submitted by the architect assuring that the facilities satisfy the City's objectives.
- 9.1.7. "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 commercial and visitor parking and related features are completed and have received final Building Permit inspection granting occupancy.
- 9.2. Enhanced Bicycle Facilities at Lot 1 (South Lot):
  - 9.2.1. 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\*:
  - a) "Class 1" Family Bike Storage: 10% of the required Class 1 bicycle spaces for the affordable housing & market rental housing units provided in the form of over-sized lockers for family bike storage (e.g., bike trailers). "Class 1" Over-Sized Bicycle Locker" means an over-sized locker for long-term secured storage of bicycles, with a minimum dimension of 1.2 m wide and 3.0 m long (which will accommodate multiple bicycles of a single household to be stored within locker).
  - b) Bicycle maintenance and repair facility: one bicycle maintenance and repair facility for the shared use of all of the residents of all three buildings on the lot, including bicycle repair stand (with tools); foot pump, and faucet, hose and drain for bicycle washing. A note is required on the Development Permit\* and Building Permit\*. Appropriate signage is required.
  - 9.2.3. "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.
  - 9.2.4. 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's requirements.
  - 9.2.5. "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.
- 9.3. <u>Transit Pass Program</u> at Lot 1 (South Lot): 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:
  - 9.3.1. Residents: Provide one year of two-zone monthly transit passes for 25% of the market strata residential (33 of 132 units), 50% of the market rental housing (33 of 65 units), and 100% of affordable housing (150 units).
  - 9.3.2 Letter of Credit provided to the City for 100% of transit pass program value;

- 9.3.3. Administration by TransLink, housing society or management company. The owner is not responsible for the monitoring of use of transit passes but only noting number of "subscribed" users to the program, until full unit count is exhausted over a period of one year;
- 9.3.4. If the transit pass program is not fully subscribed within one year, the program is to be extended until the equivalence of the costs of the full one year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the second 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 demand management measures at the City's discretion.
- 9.3.5. The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy and sales agreements.
- 9.4. <u>Car-Share Parking & Vehicles</u> at Lot 1 (South Lot): Registration of a legal agreement on title requiring that no development shall be permitted on Lot 1 (South Lot), restricting Development Permit\* issuance until the developer provides for parking for two (2) car-share vehicles, together with electric vehicle (EV) charging stations, car-share vehicles, and contractual arrangements with a car-share operator, all to the satisfaction of the City. More specifically, the car-share parking and vehicle requirements shall include the following:
  - 9.4.1. The car-share parking spaces shall be located together on the ground floor of the lot where they will be with safe, convenient, universally-accessible, and provide for 24/7 public pedestrian and vehicle access.
  - 9.4.2. The car-share spaces shall be provided as part of residential visitor parking requirements.
  - 9.4.3. The car-share spaces shall be equipped with electric vehicle (EV) quick-charge (240 V) charging stations for the exclusive use of car-share vehicles parked in the required car-share spaces.
  - 9.4.4. Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
  - 9.4.5. "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 (e.g., 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) Provides a car-share security Letter of Credit (LOC) to the City to secure the developer's commitment to provide the two (2) car-share vehicles on the lot, the value of which shall be the estimated retail value of the car-share vehicles at the time of purchase or as otherwise determined to the satisfaction of the Director of Transportation and Director of Development. The car-share security is to be returned to the developer, without interest, upon developer submitting confirmation that required car-share vehicle(s) have been provided to the car-share operator. If the developer fails to provide the two (2) car-share vehicles for the lot within two years of "occupancy", the remaining car-share security 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 funds shall be used going forward.
    - d) 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 (e.g., 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.

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- 9.4.6. No Building Permit\* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required car-share facility.
- 9.4.7. "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 into 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 developer provides one (1) car-share vehicle on the lot at no cost to the operator;
    - ii) The developer provides up to an additional one (1) car-share vehicle at no cost to the operator, subject to car-share usage demand, to the satisfaction of the Director of Transportation. To determine if there is sufficient demand for additional car(s), information is to be provided by the operator to the City on the usage of the car-share vehicle(s) on a yearly basis; and
    - iii) The required car-share facility and vehicle(s) will be 100% available for use upon Building Permit inspection granting occupancy of the first building on 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.
- 10. (*Tandem Parking*) Registration of a legal agreement(s) on title, ensuring that:
  - 10.1. Resident Parking: Where two parking spaces are provided in a tandem arrangement for the use of resident parking, as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and
  - 10.2. Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors and commercial uses.
  - 10.3. Affordable Housing and Market Rental Housing: Tandem parking shall be prohibited for parking for affordable housing and market rental housing.
- 11. (*Electric Vehicles EV*) Charging Infrastructure for Vehicles & "Class 1" Bicycle Storage: Registration of legal agreement(s) on the subject site requiring that the developer/owner provides, installs, and maintains electrical vehicle (EV) charging infrastructure within the building on Lot 1 (South Lot), Lot 2 (East Lot), and Lot 3 (West Lot) for the use of the building's residents, commercial tenants, and others as determined to the satisfaction of the City through a approved Development Permits\*. More specifically, the minimum permitted rates for EV charging infrastructure shall be as indicated in the following table or as per the Official Community Plan or Zoning Bylaw rates in effect at the time of Development Permit\* approval , whichever is greatest.

#### TABLE 5

User/Use	Energized Outlet – Minimum Permitted Rates		
UsenUse	Vehicle Parking (1)	"Class 1" (Secured) Bike Storage (2)	
Market Residential (i.e. resident parking & bike storage)		d not each 40 billion an action the reafing a billion statement	
Affordable Housing (i.e. resident parking & bike storage)	(as per zoning bylaw)	1 per each 10 bikes or portion thereof in a bike storage room or locker (which Energized Outlet shall be located to facilitate shared use with bikes in the room/locker)	
Non-Residential (i.e. commercial)	1 per 10 parking spaces (as per OCP)		
Car-Share	1 per parking space (as per TDMs)	N/A	

(1) "Vehicle Parking" "Energized Outlet" shall mean all the wiring, electrical equipment, and related infrastructure necessary to provide Level 2 charging (as per SAE International's J1772 standard) or higher to an electric vehicle.

(2) "Class 1 (Secured) Bike Storage" "Energized Outlet" shall mean an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related infrastructure necessary to provide the required electricity for the operation of such an outlet.

- 12. (*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, securing the owner's commitment to connect to District Energy 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:
  - 12.1. 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.
  - 12.2. If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit\* for the subject site, no Building Permit\* will be issued for a building on the subject site unless:
    - 12.2.1. the owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
    - 12.2.2. the owner 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 low carbon energy plant 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 low carbon energy plant) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City;
  - 12.3. 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.
  - 12.4. If a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
    - 12.4.1. the building is connected to the DEU;
    - 12.4.2. the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
    - 12.4.3. 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.
  - 12.5. If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site has been adopted by Council 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:
    - 12.5.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
    - 12.5.2. the building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide heating, cooling and domestic hot water heating to the building(s), 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;
    - 12.5.3. the owner transfers ownership of the 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;

- 12.5.4. 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
- 12.5.5. 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 low carbon energy plant by the City and/or the City's DEU service provider, LIEC.
- 12.6. If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the Development Permit\* for the subject site, no final building inspection permitting occupancy of a building will be granted until:
  - 12.6.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and
  - 12.6.2. 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).
- 13. (*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 in the first phase of development, on Lot 1 (South Lot), 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 each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants 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\* for Lot 1 (South Lot) and other non-materials changes resulting thereof and made necessary by the Lot 1 (South Lot) 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.
  - 13.1. The required minimum floor area of the affordable (low-end market rental) housing shall be equal to a combined habitable floor area of at least 10,267.73 m<sup>2</sup> (110,520.88 ft<sup>2</sup>), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 10% of the total maximum residential floor area, excluding market rental housing residential floor area, of 102,677.26 m<sup>2</sup> (1,105,208.83 ft<sup>2</sup>) proposed on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) under the ZMU47 zone; and
  - 13.2. The developer shall, as generally indicated in the table below:
    - 13.2.1. 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 (LEMR) housing, unless otherwise agreed to by the Director of Development and Director, Community Social Development; and
    - 13.2.2. 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\*.

	Affordable He	ousing Strategy Re	quirements (1)	Project Targets (2)	
Unit Type	Min. Unit Area	Max. LEMR Rent	Max. Household Income	Unit Mix	BUH
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811/month	\$34,650 or less	11% (17 units)	N/A
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975/month	\$38,250 or less	35% (52 units)	100%
2- Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218/month	\$46,800 or less	31% (47 units)	100%
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480/month	\$58,050 or less	23% (34 units)	100%
Total	10,267.73 m <sup>2</sup>	N/A	N/A	100% (150 units)	100%
		GP - 1	56	Initi	al:

# TABLE 6

$(110,520.88 \text{ ft}^2)$ 10,432.83 m <sup>2</sup> (112,298.00 ft <sup>2</sup> )
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(1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City policy.

(2) Project Targets may be revised through an approved Development Permit\* process provided that the total area comprises at least 10% of the subject development's total residential building area.

13.3. The affordable housing units shall be distributed /located on Lot 1 (South Lot) as determined to the satisfaction of the Director of Development and Director, Community Social Development through an approved Development Permit\*. Dispersed or clustered unit configurations may be considered; however, dispersed units are generally encouraged unless a non-profit operator (that requires a clustered unit arrangement) is involved with a development.

<u>NOTE</u>: 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 on Lot 1 (South Lot). 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 on Lot 1 (South Lot).

- 13.4. 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).
- 13.5. 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 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 on a lot-by-lot basis or as otherwise determined to the satisfaction of the City.
- 13.6. 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.
- 13.7. "No development" shall be permitted, restricting Development Permit\* issuance for any building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer, to the City's satisfaction:
  - 13.7.1. Designs the lot to provide for the affordable housing units and ancillary spaces and uses;
  - 13.7.2. 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
  - 13.7.3. 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.
- 13.8. No Building Permit\* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), 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.
- 13.9. "No occupancy" shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until, on

a lot-by-lot basis, 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.

- 14. (*Market Rental Housing*) Entering into a Market Rental Agreement and registration of a Covenant for the provision of market rental housing in the first phase of development, on Lot 1 (South Lot) 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.
  - 14.1. The required minimum floor area of the market rental housing building shall be equal to a combined habitable floor area of at least 5,312.57 m<sup>2</sup> (57,184 ft<sup>2</sup>), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 0.1 FAR permitted on the overall site for the purposes of FAR calculation as per the OCP Market Rental Policy under the ZMU47 zone.
  - 14.2. All market rental housing units shall be maintained under single ownership (within one airspace parcel or one strata lot).
  - 14.3. 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.
  - 14.4. The terms of the market rental agreement shall indicate that they apply in perpetuity and provide for the following:
    - 14.4.1. 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.
    - 14.4.2. Achieve following the Unit Mix or as otherwise determined to the satisfaction of the Director of Development through an approved Development Permit\*.

	Un	it Mix
Unit Type	% of Units	% of Units
Studio	-	-
1-Bedroom	18	28%
2- Bedroom	47	72%
3-Bedroom	-	-
Total	65	100%

TABLE 7

- 14.5. "No development" shall be permitted, restricting Development Permit\* issuance for a building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer:
  - 14.4.1. Designs the lot to provide for the market rental housing units and ancillary spaces;
  - 14.4.2. 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\*.
- 14.6. No Building Permit\* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the developer provides for the required market rental housing units and ancillary spaces.
- 14.7. "No occupancy" shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), 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.
- 15. (*Public Art*) City acceptance of the developer's offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:
  - 15.1. Prior to final adoption of the rezoning bylaw, the developer shall provide for the following:
    - 15.1.1. Submission of a Public Art Plan that:

- a) Includes the entirety of the subject site comprising Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), together with related City park, public open space, and public road, as determined to the City's satisfaction;
- b) Is prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage planning undertaken by the City for Capstan Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services); and
- c) Is based on the full value of the developer's voluntary public art contribution (at least \$885,739.85), based on a minimum rate of \$0.89/ft<sup>2</sup> for residential uses and \$0.47/ft<sup>2</sup> for non-residential uses and the maximum buildable floor area permitted under the subject site's proposed ZMU47 zone, excluding affordable housing and market rental housing, as indicated in the table below.
- 15.1.2. Registration of legal agreement(s) on title to facilitate the implementation of the Public Art Plan.

# TABLE 8

	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	108,774.76 m <sup>2</sup> (1,170,841.77 ft <sup>2</sup> )	92,044.32 m <sup>2</sup> (990,756.81 ft <sup>2</sup> )	\$0.89 /ft <sup>2</sup>	\$881,773.56
Non-Residential	784 m <sup>2</sup> (8,438.91 ft <sup>2</sup> )	784 m <sup>2</sup> (8,438.91 ft <sup>2</sup> )	\$0.47 /ft <sup>2</sup>	\$3,966.29
Total	109,558.76 m <sup>2</sup> (1,179,280.68 ft <sup>2</sup> )	92,828.32 m <sup>2</sup> (999,195.72 ft <sup>2</sup> )	Varies	\$885,739.85

(1) As per City policy, floor area excludes the development's 11,417.88 m<sup>2</sup> (122,901 ft<sup>2</sup>) affordable housing building and 5,312.57 m<sup>2</sup> (57,184 ft<sup>2</sup>) market rental housing building.

(2) The Council-approved contribution rates in effect at the time of writing these Rezoning Considerations.

- 15.2. "No development" shall be permitted, restricting Development Permit\* with respect to Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), until the developer:
  - 15.2.1. Enters into any additional legal agreement(s) required to facilitate the implementation of the Cityapproved Public Art Plan, which may require that, prior to entering into any such additional agreement, a Detailed Public Art Plan is submitted by the developer and/or an artist(s) is engaged (as generally set out in the legal agreement entered into and the Public Art Plan submitted prior to final adoption of the rezoning bylaw), to the City's satisfaction; and
  - 15.2.2. Submits a Letter of Credit and/or cash contribution (as determined at the sole discretion of the City) to secure the developer's implementation of the Public Art Plan, the total value of which shall be at least \$885,739.85, including 5% as a cash contribution in the amount of \$44,286.99 towards Public Art administration, and a Public Art security Letter of Credit in the amount of \$841,452.86.
- 15.3. "No occupancy" shall be permitted, restricting final Building Permit inspection granting occupancy of a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part for each lot to the City's satisfaction, for which the City-approved Public Art Plan requires the developer's implementation of a public artwork(s) until:
  - 15.3.1. The developer, at the developer's sole expense, commissions an artist(s) 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 property, if expressly permitted by the City, or within a statutory right-of-way on the developer's lands (which right-of-way shall be to the satisfaction of the City for rights of public passage, public art, and related purposes, in accordance with the City-approved Public Art Plan);
  - 15.3.2. The developer, at the developer's sole expense and within thirty (30) days of the date on which the public art is installed, 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 or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and

<u>NOTE</u>: It is the understanding of the City that the artist's rights, 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. These rights will in turn be transferred to the City if on City property, subject to approval by Council to accept the transfer of ownership of the artwork.

- 15.3.3. The developer, at the developer's sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:
  - a) 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;
  - b) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer's financial obligation(s) to the artist(s) have been fully satisfied;
  - c) The maintenance plan for the public art prepared by the artist(s); and
  - d) 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.
- 16. (*Flood Construction*) Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw No. 8204, Area "A" (i.e. as per bylaw 8204, minimum flood construction level of 2.9 m GSC, with exemptions permitting commercial use at sidewalk level and residential use at 0.3 m above highest adjacent crown of road).
- 17. (*Aircraft Noise*) Registration of the City's standard aircraft noise sensitive use covenants on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), as applicable to sites with aircraft noise sensitive uses. The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit\* and Building Permit\* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions 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 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

- 18. (*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.
- 19. (*View and Other Development Impacts*) Registration of a legal agreement on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), 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

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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.

- 20. (*Tree Removal, Replacement & Relocation*) Removal and protection of on-site and off-site 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 E), including:
  - 20.1. <u>On-Site Tree Removal Bird and Wildlife Considerations:</u> Provide to the City a Wildlife/Bird Inventory and an up to date Nesting Bird Survey prior to issuance of any T3 pcrmit(s) to facilitate the proposed removal of remaining onsite trees. The QEP is to provide confirmation that the removal of the onsite trees specific to a T3 permit application will not impact wildlife, birds, or their nests. The inventory and nesting surveys should be timed such that there is as small of a time lag as possible between the date that they are completed and the date that the tree removal works are scheduled for. The City's Tree Protection, Planning and Environment groups should be provided copies of the surveys for review prior to tree permit issuance.
  - 20.2. <u>On-Site Tree Planting Security</u>: Enter into a legal agreement and submission of Landscape Security (Letter of Credit) in the amount of \$252,000, to secure the developer's planting and maintenance (for a period of one year) of 336 replacement trees on the subject site (based on a 2:1 rate for the removal of 168 existing bylaw-size trees) and a value of \$750 per replacement tree. This security will be applied towards future tree replacement on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) as part of the landscape plans for the developer's Development Permit\* applications, which plans will be secured with the City's standard Development Permit\* landscape Letter of Credit.

Execution of legal agreement regarding use and return of the Landscape Security, to the satisfaction of the City, including but not limited to the following:

- 20.2.1. Landscape Security returned to the developer, without interest, at Development Permit\* issuance, at a rate of \$750 for each of the required 336 replacement trees included in a Development Permit\* regarding Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot); and
- 20.2.2. If the required 336 replacement trees cannot be accommodated on-site in the Development Permit\* applications, the City, in its sole discretion, cash the Landscape Security and utilize the funds as a cash-in-lieu contribution to the City's Tree Compensation Fund for off-site tree planting to the value of \$750 per replacement trees not accommodated on-site. If the developer fails to obtain all Development Permits\* for all phases of the development before the 10<sup>th</sup> anniversary of rezoning bylaw adoption, the outstanding replacement trees will be deemed to not have been accommodated.
- 20.3. Off-Site City and Neighbouring Trees:
  - 20.3.1. Neighbouring Tree Survival Security: Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$10,000, to secure the required protection of all trees on neighbouring properties, 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).

NOTE: As noted in the Preliminary Tree Management Plan (Schedule E), the arborist has identified potential root zone conflict areas between required roads and existing neighbouring trees, which must be resolved through either through the developer receiving the neighbouring property owners permission and tree removal permit issuance, or detail design through the required SA process to ensure the critical root zones of off-site trees are adequately protected in the interim until the required roads widened to ultimate width when neighbouring properties are redeveloped in the future.

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20.3.2. City Tree Survival Security: Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$165,000, to secure the required protection of 30 existing City trees along the subject site's Sexsmith Road and Cambie Road frontages (tag# 1, 3, 14, 15, 48, 49, 51-57, 59-65, 180, 181, 184, 185, 197-200, 330, 332), 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).

<u>NOTE</u>: As noted in the Preliminary Tree Management Plan (Schedule E), the arborist has identified potential root zone conflict areas between required road works and three existing City trees (tag# 197, 198, 199), which must be resolved through detail design as part of the required SA process.

<u>NOTE</u>: Submission of a separate tree survival security (Letter of Credit) in the amount of \$195,000, is required through the project's Servicing Agreement\* processes to secure the required protection of 34 existing City trees, including the relocation of 14 existing street trees along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), and the protection of 20 existing trees in the Garden City Road median (tag# 363-382), at the developer's sole cost, through the development's required Servicing Agreement (SA)\* review/approval processes (secured with the SA\* Letter of Credit), as determined to the sole satisfaction of the Director, Parks Services. In the event that the City determines that the fourteen (14) City street trees cannot be relocated, 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).

- 20.3.3. 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.
- 20.3.4. 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 Neighbouring and 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.
- 20.3.5. Tree Protection Fencing: Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
- 20.3.6. City Tree Removal Compensation: The City's acceptance of the developer's voluntary contribution in the amount of \$43,250 towards the City's tree compensation fund for tree planting elsewhere in the City in compensation for the removal of 36 existing City trees (tag# 11, 47, 50, 58, 66, 96, 97, 98, 111, 112, 116, 121, 122, 182, 333, 341, 342, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362).
- 21. (*Development Permit\* DP*) Submission and processing of a Development Permit\* for Lot 1 (South Lot) completed to a level deemed acceptable by the Director of Development.
- 22. (*Phasing Agreement*) Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing that "no development" will be permitted on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot) and restricting Development Permit\* issuance (together with various Building Permit\* and occupancy restrictions, as determined to the satisfaction of the City), unless the developer satisfies the following requirements:
  - 22.1. <u>Development Sequencing Requirements</u>: Development must proceed on the following basis:

- 22.1.1. General: The development shall include a maximum of three (3) phases (i.e. Lot 1 (South Lot), Lot 2 (East Lot), and Lot 3 (West Lot)), the comprehensive design and development of which shall be approved through three (3) Development Permits\*, unless otherwise determined to the satisfaction of the Director of Development.
- 22.1.2. Development Permit\*: The order in which development of the phases proceeds shall be Lot 1 (South Lot) first, then Lot 2 (East Lot), and Lot 3 (West Lot); prior to adoption of the subject rezoning, a Development Permit\* application for Lot 1 (South Lot) must be submitted by the developer and completed to a level deemed acceptable by the Director of Development.
- 22.2. <u>Servicing Agreement (SA)</u> Transportation, Engineering, and Park Requirements: The required works shall be undertaken via a maximum of five (5) Servicing Agreements\*. The City, at its discretion, may permit one or more of the Servicing Agreements\* to be broken into "parts" (i.e. smaller, topic-specific Sas) such that, for example, Park works are administered independently of transportation works, provided that the content and completion of all such "parts" complies with the requirements set out below, as determined to the satisfaction of the City. The sequencing of transportation works is generally indicated on the attached Preliminary SA Phasing Plan /Schedule F.
  - 22.2.1. Servicing Agreement\* (SA) Sequencing:
    - a) The "East Lot SA" and "West Lot SA" may proceed together or independently, but may not proceed ahead of the "Neighbourhood Park SA", "Barn Owl Hunting Habitat Enhancement SA" and "Rezoning SA".
    - b) The developer must enter into the "Barn Owl Hunting Habitat Enhancement SA", "Neighbourhood Park SA" and "Rezoning SA" in advance of entering into either of the other two (2) Servicing Agreements and complete the "Barn Owl Hunting Habitat Enhancement SA", "Neighbourhood Park SA" and "Rezoning SA" in advance of completing either of the other two (2) Servicing Agreements; however, the developer may proceed with one or both of the other two (2) Servicing Agreements, in whole or in part, concurrently with the "Barn Owl Hunting Habitat Enhancement SA", "Neighbourhood Park SA" and "Rezoning SA".
  - 22.2.2. Barn Owl Hunting Habitat Enhancement Servicing Agreement\*: The rezoning bylaw with respect to RZ 18-836123 shall not be adopted until the developer enters into the "Barn Owl Hunting Habitat Enhancement SA" (secured with a Letter of Credit in the amount of \$205,000), to the City's satisfaction.
    - a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot) or Lot 3 (West Lot), in whole or in part.
    - b) Habitat Enhancement Works shall include:
      - Detailed assessment prepared by a Qualified Environmental Professional (QEP) of the extent of invasive species impacts on the three enhancement sites and detailed designs for the restoration of the impacted areas. Scope of invasive species management will target the removal of Himalayan Blackberry and Reed Canary Grass. Knotweed already identified on the no access property will be addressed separately through the City's Knotweed management programs;
      - ii) Coordination with the City's Parks Operations on management of the invasive species identified in the required QEP detailed assessment. Developer is to cover 40% (up to a maximum of \$90,000) of the cost of invasive species removal with the remainder coming from Park's operational budgets for the three City owned sites.
      - iii) Restoration of the areas impacted by invasive species removal with the installation of grassland habitat with some shrub, boulder and log habitat features, as described in the detailed designs for the restoration developed by the QEP. The boulders and logs will be supplied by Parks. The developer is solely responsible for all the costs associated with the seed mix, planting, and the labour to install the new habitat, including boulders and logs; and

- iv) After initial invasive species management and successful habitat installation has been completed (inspection requested by developer) and accepted by the City, the developer is responsible for retaining a QEP and providing one year of monitoring and maintenance.
- 22.2.3. Rezoning Servicing Agreement\*: The rezoning bylaw with respect to RZ 18-836123 shall not be adopted until the developer enters into the "Rezoning SA" (secured with a Letter of Credit), to the City's satisfaction.
  - a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot), in whole or in part.
  - b) Open Space Works shall include:
    - i) "South Lot Open Space SRW" along the north side of Lot 1 (South Lot).
    - ii) "Mid-Block Trail SRW": interim emergency vehicle access.

NOTE: Development Cost Charges (DCC) credits shall NOT apply.

<u>NOTE</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "Parks SA Requirements" (generally indicated in the attached Park Concept Plan/Schedule G and the Park and Public Open Space Key Plan / Schedule C), as determined to the City's satisfaction.

- c) Neighbourhood Park Works shall include: Management of any existing top soil in the farm soil recovery area on the subject site under the guidance of a Qualified Agrologist.
- c) Tree Management Works shall include: Protection and relocation of off-site City trees, providing tree survival securities, and entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E).
- d) Road Works shall include:
  - i) Cambie Road: ultimate standards to the new property line along Lot 1 (South Lot) frontage.
  - ii) Garden City Road:
    - Ultimate standards to the back of the sidewalk along Lot 1 (South Lot) frontage.
    - Full road widening (including curb and gutter) and interim 2 m wide off-road bike path and interim 2 m wide sidewalk along Lot 2 (East Lot) frontage.
  - iii) Capstan Way: full road widening (including curb and gutter) and ultimate standards to the back of the sidewalk along Lot 2 (East Lot) and Lot 3 (West Lot) frontages.
  - iv) Odlin Crescent extension: ultimate standards from Cambie Road to north property line of 8671 Cambie Road, except along the east side, construct up to and including curb and gutter and transition to the private property to the east, including a new raised median and right-in/right-out diverter on Cambie Road.
  - v) Ketcheson Road extension: full road widening (including curb and gutter on both sides of the road) from Capstan Way to North-South road, interim 2 m wide sidewalk on one side of the street along Lot 2 (East Lot) frontage.
  - vi) New North-South road: full road widening (including curb and gutter on both sides of the road), interim 2 m wide sidewalk on one side of the street along Lot 2 (East Lot) frontage.
  - vii) Garden City Road/Cambie Road: full intersection (traffic signal and road upgrades) improvements.

- viii) Garden City Road/Capstan Way: full intersection (traffic signal & road upgrades) improvements.
- ix) Ketcheson Road/Capstan Way: full intersection improvements.
- x) Sexsmith Road/Capstan Way: interim intersection (traffic signal and road upgrades) improvements to accommodate the noted road widening, as necessary.

NOTE: Development Cost Charges (DCC) credits may apply.

- e) Other Works shall include:
  - i) All underground City and private utilities;
  - ii) Above-grade City and private utilities where feasible; and
  - iii) Other off-site improvements, as determined at the sole discretion of the City.
- 22.2.4. Neighbourhood Park Servicing Agreement\*: No Building Permit\* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the "Neighbourhood Park SA" (secured with a Letter of Credit), to the City's satisfaction.
  - a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.
  - b) Neighbourhood Park Works shall be limited to City-approved park improvements to the 4,748.3 m<sup>2</sup> (1.17 ac) area to be transferred to the City for park and related purposes, at the developer's sole cost, to satisfy CCAP park requirements. The park will be designed and constructed consistent with a Park Concept approved by Council and may contain Public Art. This Park Concept includes areas having a combined total of 1,918 m<sup>2</sup> (0.47 ac) area which will be completed by others when development proceeds on neighbouring lots. Features to be included in the park when fully completed will include, but not limited to the park features shown in the Park Concept and may contain Public Art.

<u>NOTE</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "Neighbourhood Park SA Requirements" (generally indicated in the attached Park Concept Plan /Schedule G and the Park and Public Open Space Key Plan / Schedule C), as determined to the City's satisfaction.

<u>NOTE</u>: Development Cost Charges (DCC) credits shall NOT apply. For clarity, design/construction of park improvements undertaken by the developer on lands secured for park/public open space (City-owned or SRW) with respect to the Capstan Station Bonus and/or on land for which the developer is otherwise permitted to calculate density shall NOT be eligible for Development Cost Charge (DCC) credits. Likewise, temporary improvements (regardless of their location) and improvements on lands not owned by the City shall NOT be eligible for Development Cost Charge (DCC) credits.

<u>NOTE</u>: Street frontages are outside the scope of the park improvements and, therefore, are described under Transportation "Road Works" requirements. Street frontages must be designed and constructed in coordination with the park and public open space improvements and, as determined to the satisfaction of the City, elements identified along those frontages under the Transportation "Road Works" requirements may be varied via the SA detailed design processes to better achieve the inter-related objectives of the City's parks, transportation, engineering, and related interests.

- 22.2.5. Lot 2 (East Lot) Servicing Agreement\*: No Building Permit\* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the "Lot 2 (East Lot) SA" (secured with a Letter of Credit), to the City's satisfaction.
  - a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.

- b) Open Space Works shall include:
  - i) "Mid-Block Trail SRW", which shall be limited to City-approved park improvements to the entire SRW area along the south property line of Lot 2 (East Lot), together with areas and/or features required to accommodate pedestrian and bicycle activity, park and frontage integration, and emergency vehicle access, as determined to the City's satisfaction; and
  - "Capstan Way Corner Plaza SRWs", which shall be limited to City-approved park improvements to the entire corner SRW areas along Capstan Way along the north property line of Lot 2 (East Lot), together with areas and/or features required to accommodate pedestrian and bicycle activity, and frontage integration as determined to the City's satisfaction.

<u>NOTE</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "Parks SA Requirements" (generally indicated in the attached Park and Public Open Space Key Plan / Schedule C), as determined to the City's satisfaction.

NOTE: Development Cost Charges (DCC) credits shall NOT apply.

- c) Road Works shall include:
  - i) Garden City Road: ultimate standards to the back of the sidewalk along Lot 2 (East Lot) frontage.
  - ii) Sexsmith Road: full road widening (including curb and gutter) and interim 2 m wide offroad bike path and interim 2 m wide sidewalk along Lot 3 (West Lot) frontage.
  - iii) Ketcheson Road extension: full road widening (including curb and gutter on both sides of the road) from North-South road to Brown Road extension, ultimate standards to back of the sidewalk along park and Lot 2 (East Lot) frontages.
  - iv) Brown Road extension: full road widening (including curb and gutter on both sides of the road), interim 2 m wide sidewalk on one side of the street along Lot 3 (West Lot) frontage.
  - v) New North-South road: ultimate standards to back of the sidewalk along park, Lot 1 (South), and Lot 2 (East Lot) frontages.
  - vi) Sexsmith Road/Capstan Way: full intersection improvements.

NOTE: Development Cost Charges (DCC) credits may apply.

- d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.
- 22.2.6. Lot 3 (West Lot) Servicing Agreement\*: No Building Permit\* shall be issued for a building on Lot 3 (West Lot), in whole or in part, until the developer enters into the "Lot 3 (West Lot) SA" (secured with a Letter of Credit), to the City's satisfaction.
  - a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 3 (West Lot), in whole or in part.
  - b) Open Space Works shall include: "Capstan Way and Sexsmith Road Corner Plaza SRWs", which shall be limited to City-approved Parks improvements to the entire corner SRW areas along Capstan Way and Sexsmith Road along the north property line of Lot 3 (West Lot)), together with areas and/or features required to accommodate pedestrian and bicycle activity, and frontage integration as determined to the City's satisfaction.

<u>NOTE</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "Parks SA Requirements" (generally indicated in the

attached Park and Public Open Space Key Plan / Schedule C), as determined to the City's satisfaction.

NOTE: Development Cost Charges (DCC) credits shall NOT apply.

- c) Road Works shall include:
  - i) Sexsmith Road: ultimate standards to the back of the sidewalk along Lot 3 (West Lot) frontage.
  - ii) Ketcheson Road extension: ultimate standards to back of the sidewalk along Lot 3 (West Lot) frontage.
  - iii) Brown Road extension: ultimate standards to back of the sidewalk along Lot 3 (West Lot) frontage.
  - iv) Sexsmith Road/Brown Road: full intersection (traffic signal & road upgrades) improvements.

NOTE: Development Cost Charges (DCC) credits may apply.

- d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.
- 22.2.7. Road Works: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not limited to, the following. Final MOTI approval is required prior to rezoning adoption.

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 Core Group, 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.

<u>NOTE</u>: 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, hardand 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.

- a) Cambie Road: The developer is responsible for the design and construction of the following works across the subject site's entire Cambie Road frontage, to the satisfaction of the City.
  - i) Cross-Section: (described from south to north):
    - Existing curb on the north side of the street to be maintained;
    - 1.5 m wide landscaped boulevard; and
    - 3.0 m wide saw-cut concrete sidewalk.
- b) Garden City Road: The developer is responsible for the design and construction of the following works along the subject site's entire Garden City Road frontage to the satisfaction of the City.
  - i) Cross-Section: (described from east to west):
    - Maintain existing curb and gutter along the west edge of the centre median;
    - Maintain / widen to provide the two south traffic lanes at 3.6m each;
    - 0.15 m wide curb and gutter;
    - 2.0 m wide landscaped boulevard;

- 2.0 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
- 1.5 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
- 3.0 m wide saw-cut concrete sidewalk (at the future property line).
- c) Capstan Way: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site's entire Capstan frontage, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works.
  - i) Interim Cross-Section (described from north to south) from Sexsmith Road to Ketcheson Road extension:
    - Maintain the existing curb on the north side of the street;
    - 3.1 m (min.) widening to 5.2m wide westbound vehicle travel lane;
    - 3.1 m area for 1) 3.1m wide left-turn lane at Sexsmith Road intersection (west leg) and 3.1 m painted median at Ketcheson Road intersection (east leg);
    - 5.4 m reducing to 3.3m wide eastbound vehicle travel lane;
    - 3.3 m wide eastbound vehicle travel / parking lane;
    - 0.15 m wide curb and gutter;
    - 2.5 m wide landscaped boulevard;
    - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
    - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
    - 2.5 m wide saw-cut concrete sidewalk.
  - ii) Interim Cross-Section (described from north to south) Ketcheson Road extension to Garden City Road:
    - Maintain the existing curb on the north side of the street;
    - 5.1 m reducing to 5.0 m wide westbound vehicle travel lane;
    - 3.3 m wide left-turn lane at intersections;
    - 3.3 m wide eastbound vehicle travel lane;
    - 3.3 m wide eastbound right-turn lane;
    - 0.15 m wide curb and gutter;
    - 2.5 m wide landscaped boulevard;
    - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
    - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
    - 2.5 m wide saw-cut concrete sidewalk.

iii) Ultimate Cross-Section: (described from north to south):

- Maintain the proposed curb on the south side (established as noted above);
- 6.6 m (2 lanes @ 3.3 m) wide eastbound vehicle travel lanes;
- 3.3 m wide left-turn lane / landscaped median;
- 6.6 m (2 lanes @ 3.3 m) wide westbound vehicle travel lanes;
- 0.15 m wide curb and gutter;
- 2.5 m wide landscaped boulevard;
- 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
- 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
- 2.5 m wide saw-cut concrete sidewalk.
- d) Sexsmith Road: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site's entire Sexsmith Road frontage, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works. Note: Interim cross-section is to be constructed along the frontage of 8388 Sexsmith Road and ultimate cross-section is to be constructed along the frontage of 3699 Sexsmith Road in coordinated with SA 17-791396.

Initial:

- i) Interim Cross-Section (described from east to west) along the entire Sexsmith Road frontage:
  - 2.0 m wide saw-cut concrete sidewalk (at the new property line);
  - 0.75 m wide buffer strip;
  - 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
  - 1.75 m wide landscaped boulevard;
  - 0.15 m wide curb and gutter; and
  - Road upgrade to widen/maintain existing 12.7 m pavement width between the proposed new curb and gutter along the east side and the existing curb and gutter along the west side of the road. The design should accommodate the following:
  - 3.3 m (min) northbound vehicle travel lane
  - 3.3 m (min) southbound vehicle travel lane
  - 2.5 m parking lane
  - 1.2 m wide buffer
  - 1.8 m wide bike lane

ii) Ultimate Cross-Section (described from east to west):

- Maintain the proposed curb on the east side (established as noted above);
- 2.5 m wide northbound parking lane;
- 9.9 m (3 x 3.3 m lanes) wide vehicle travel lanes (note: 3.3 m wide left-turn lane and 3.3 m wide landscaped median where intersection turning lanes are not required);
- 2.5m wide southbound parking lane;
- 0.15 m wide curb and gutter;
- 1.75 m wide landscaped boulevard;
- 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
- 0.75 m wide buffer strip; and
- 2.0 m wide saw-cut concrete sidewalk (at the future property line).
- e) Odlin Crescent extension: The developer is responsible for the design and construction of the following Cross-Section works from Cambie Road to north property line of 8671 Cambie Road, to the satisfaction of the City. The developer is required to design and construct a new raised median and right-in/right-out diverter on Cambie Road and a transition between the improvements and the existing conditions west and east of the subject site to the satisfaction of the City.
  - i) Cross-Section: (described from west to east):
    - 2.0m wide saw-cut concrete sidewalk;
    - 1.35m wide landscaped boulevard;
    - 0.15m wide curb and gutter;
    - Road construction to provide a 10m wide pavement at Cambie Road, narrowing to 6.5m at the north property line of 8671 Cambie Road;
    - 0.15m wide curb and gutter; and
    - Transition to 8711 Cambie Road.
- f) Ketcheson Road extension: The developer is responsible for the design and construction of the following Cross-Section works along its entire length south of Capstan Way, to the satisfaction of the City.
  - i) Cross-Section: (described from west to east):
    - 2.0 m wide saw-cut concrete sidewalk on both sides;
    - 1.7 m wide landscaped boulevard on both sides;
    - 0.15 m wide curb and gutter on both sides (0.15 m wide 300 mm thick concrete band at areas with parking lane);



Initial:

- 7 m wide driving surface for two-way traffic and a 2.5 m wide parking lane on each side, separated by mountable curbs; and
- At Capstan Way intersection (south leg), 1.5 m landscaped boulevard on east side and 3.1 m wide northbound right-turn & left-turn lanes
- g) Brown Road extension: The developer is responsible for the design and construction of the following Interim Cross-Section works, taking into consideration the following ultimate cross-section in the design and construction of those road works.
  - i) Interim Cross-Section (described from north to south) with a 15 m wide dedication, the road cross-section should include the following as the minimum elements:
    - 2.0 m wide saw-cut concrete sidewalk;
    - 2.25 m wide landscaped boulevard;
    - 0.15 m wide curb and gutter;
    - 8.5 m wide driving surface for two-way traffic;
    - 1.0 m wide asphalt shoulder; and
    - Jersey barriers with retaining wall (where required) within 1.0 m asphalt shoulder.
  - Ultimate Cross-Section (described from north to south) with a 20 m wide dedication (additional 5 m wide strip of land as dedication along the entire south frontage of Brown Road extension):
    - Maintain the proposed curb on the north side (established as noted above);
    - Widen 8.5 m wide driving surface to 11.2 m;
    - 0.15 m wide curb and gutter;
    - 2.25 m wide landscaped boulevard; and
    - 2.0 m wide saw-cut concrete sidewalk.

NOTES:

- 1. Brown Road extension at interim condition to be used for Emergency Access only; removal bollards required at both ends;
- 2. Driveway required at Sexsmith Road; and
- 3. Hammerhead turnaround required at the Ketcheson Road intersection (east leg).
- h) New North-South road: The developer is responsible for the design and construction of the following Cross-Section works along its entire length south of Ketcheson Road extension to the North property line of Lot 1 (South Lot), to the satisfaction of the City.
  - i) Cross-Section: (described from west to east):
    - 2.0 m wide saw-cut concrete sidewalk on both sides;
    - 1.7 m wide landscaped boulevard on both sides;
    - 0.15 m wide curb and gutter on both sides (0.15 m wide 300 mm thick concrete band at areas with parking lane); and
    - 7 m wide driving surface for two-way traffic and a 2.5 m wide parking lane on each side, separated by mountable curbs.

NOTE: Hammerhead required at south end along the east side.

- i) Garden City Road/Cambie Road: The developer is responsible for the design and construction of the following intersection improvements, to the satisfaction of the City:
  - i) Intersection improvements:
    - Road upgrade to include a 3.1 m (min) wide southbound to westbound right-turn lane with a minimum storage length of approximately 35 m;
    - 0.15 m wide curb and gutter;
    - 2.0 m wide landscaped boulevard;
    - 2.0 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
    - 1.5 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and

- 3.0 m wide saw-cut concrete sidewalk (at the future property line).
- j) Garden City Road/Capstan Way: The developer is responsible for the design and construction of the following intersection improvements, to the satisfaction of the City.
  - i) Intersection improvements:
    - South leg realign the pedestrian crosswalk to connect to the proposed road improvements;
    - West leg widen pedestrian crosswalk to 4.5 m;
    - North leg Road upgrade and widen to include a 3.1 m (min) wide southbound to westbound right-turn lane with a minimum storage length of approximately 35 m. Relocation of existing infrastructure required (i.e. sidewalk, curb and gutter, utility pole, bus stop, streetlight pole, etc.).
- k) Sexsmith Road/Capstan Way: The developer is responsible for the design and construction of the following Intersection Improvements, to the satisfaction of the City.
  - i) Intersection improvements:
    - East leg and South leg realign the pedestrian crosswalks to connect to the proposed road improvements;
    - North leg modify existing lane markings to accommodate a southbound right-turn lane and change in lane designation of existing southbound left-turn lane to left-turn/through lane; and
    - Install bike box with green surface treatment for southbound bike lane.
- 1) Traffic Signals: Works include, but are not limited to, the following:
  - i) Upgrade existing traffic signals: With the road and intersection improvements noted above, as well as the need to upgrade other existing traffic signals to accommodate enhanced traffic operations, applicant is to upgrade (as necessary) the following existing traffic signals:
    - Sexsmith Road & Capstan Way;
    - Garden City Road & Capstan Way;
    - Brown Road & Sexsmith Road; and
    - Garden City Road & Cambie Road.

<u>NOTE</u>: Signal upgrades to include but 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.

- ii) Install new Traffic Signal Device: With the road and intersection improvements noted in above, new traffic signal devices (i.e., intersection pre-ducting, special x-walk with downward lighting, pedestrian signals, or full traffic signals) will be necessary at the following locations, with the exact upgrade to be determined with a traffic signal warrant to the satisfaction of the City.
  - Capstan Way & Ketcheson Road

<u>NOTE</u>: New signal to include but not limited 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.

23. (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.

Except as expressly provided for and in compliance with the subject development's "Phasing Agreement", related legal agreement(s), and security, to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, Director, Parks Services, and Director, Sustainability and District Energy:

<u>NOTE</u>: Prior to final adoption of the rezoning bylaw, all Servicing Agreement (SA) works must be secured via a Letter(s) of Credit;

<u>NOTE</u>: All works shall be completed prior to final Building Permit inspection granting occupancy of the first building on the subject site (excluding parking intended as an ancillary use to non-parking uses), in whole or in part; and

NOTE: Development Cost Charge (DCC) credits may apply.

- 23.1. <u>Barn Owl Hunting Habitat Enhancement Servicing Agreement\* Requirements</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of works as described in the "Phasing Agreement" above.
- 23.2. <u>RZ Servicing Agreement Parks Requirements</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the following, to the City's satisfaction.

23.2.1. Open Space Works shall include:

- a) "South Lot Open Space SRW", which shall be limited to City-approved park improvements to the entire open space SRW area along the lot's north property line where it abuts the neighbourhood park, together with areas and/or features required to accommodate park activity and integration, as determined to the City's satisfaction.
- b) "Mid-Block Trail SRW", which shall be limited to interim emergency vehicle access from the new North-South Road to Garden City Road with bollards at both ends within the SRW area along the south property line of Lot 2 (East Lot), as determined to the City's satisfaction.

<u>NOTE</u>: The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "Parks SA Requirements" (generally indicated in the attached Park and Public Open Space Key Plan / Schedule C), as determined to the City's satisfaction.

NOTE: Development Cost Charges (DCC) credits shall NOT apply.

- 23.2.2. Neighbourhood Park Works shall include: Any stockpiling of existing top soil in the farm soil recovery area on the subject site which is identified to be retained on-site for the purposes of constructing the proposed neighbourhood park shall be stockpiled in a manner such that the soil quality will maintained to the greatest extent possible following best management practices and under the guidance of a Qualified Agrologist.
- 23.2.3. Tree Management Works shall include: Protection and relocation of off-site City trees, providing tree survival securities, and entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E), including:
  - a) Submission of a tree survival security (Letter of Credit) in the amount of \$120,000, to secure the required protection of 20 existing trees in the Garden City Road median (tag# 363-382). Subject to tree survival, the security is to be released 90% at completion of adjacent SA 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).

<u>NOTE</u>: Submission of a separate tree survival security (Letter of Credit) in the amount of \$165,000, is required through the project's Rezoning and Development Permit\* processes to

secure the required protection of 30 existing City-owned trees along the subject site's Sexsmith Road and Cambie Road frontages (tag# 1, 3, 14, 15, 48, 49, 51-57, 59-65, 180, 181, 184, 185, 197-200, 330, 332), at the developer's sole cost, through the project's Development Permit\* processes.

<u>NOTE</u>: As noted in the Preliminary Tree Management Plan (Schedule E), the arborist has identified potential root zone conflict areas between required road works and three existing City trees (tag# 197, 198, 199), which must be resolved through detail design as part of the required SA process.

b) Relocation of fourteen (14) existing street trees located along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), at the developer's sole cost, to the satisfaction of the Director, Parks Services, including the submission of a tree survival security (Letter of Credit) in the amount of \$75,000. Subject to tree survival, the security is to be released 90% at completion of tree relocation 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).

<u>NOTE</u>: In the event that the City determines that the fourteen (14) City street trees cannot be relocated, 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).

- c) 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-owned 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.
- d) Installation of appropriate tree protection fencing around all trees to be protected prior to any construction activities, including building demolition, occurring on-site.
- e) Execution of legal agreement for each tree survival security taken, in form and content satisfactory to the City.
- 23.3. <u>RZ Servicing Agreement Transportation Requirements</u>: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not limited to, the "Road Works" as described in the "Phasing Agreement" for the "Rezoning SA".
- 23.4. RZ Servicing Agreement Engineering Requirements:
  - 23.4.1. Water Works:
    - a) Using the OCP Model, there is 197 L/s of water available at a 20 psi residual at the Sexsmith Road frontage, 120 L/s of water available at 20psi residual along the Garden City Road frontage, 416L/s at 20psi residual at Capstan Way and 642 L/s at 20psi residual at Cambie Road. Based on the proposed development, the subject site requires a minimum fire flow of 220 L/s. The available flows along Sexsmith Road and Garden City Road are NOT adequate and the existing watermains require upgrades.
    - b) At the Developer's cost, the Developer is required to:
      - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection at the Building Permit\* stage. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs.

- ii) Provide the following since the available flows are not adequate to service the proposed development:
  - Install approximately 274 m of 200 mm diameter water main along proposed development roads, proposed Ketcheson Road to Brown Road connecting to the mains at Sexsmith Road and Capstan Way.
  - Install approximately 175 m of 200 mm diameter water main along proposed North-South road to the north property line of proposed Lot 1 (South Lot) and along a utility SRW in the publicly accessible Mid-block Trail SRW connecting to new main at Garden City Road.
  - Upgrade approximately 190 m of the existing 150 mm diameter water main along Sexsmith Road to 200 mm diameter from proposed Brown Road extension to Capstan Way. Tie-in to the north shall be to the existing water main along Capstan Way and tie-in to the south shall be to the existing water main along Sexsmith Road.
  - Install approximately 348 m of 200 mm diameter water main along the west side of Garden City Road (development frontage). Tie-in to the north shall be to the existing water main along Capstan Way and tie-in to the south shall be to the existing water main at Cambie Road.
  - Provide fire hydrants on the north side of Cambie Road, along development's frontage as per City standards.
  - Provide fire hydrants along all new and upgraded water mains to achieve maximum 75 m spacing per City standards. Fire hydrants required on west side of Garden City Road, along new water main.
- iii) Provide a watermain complete with hydrants (to meet City standards) along the proposed Odlin Crescent extension road in 8671 Cambie Road. The watermain shall be from the north property line of 8671 Cambie Road to the tie-in point at the existing watermain in Cambie Road. Watermain sizing shall be determined via the SA design process.
- iv) Provide a utility SRW for water meter chamber. The exact dimensions and location of the SRW shall be finalized at the Servicing Agreement process.
- v) Provide a 6 m wide utility SRW extending from the southern extent of the proposed North-South road to Garden City Road. This may be shared with the required publicly accessible Mid-block Trail SRW.
- c) At the Developer's cost, the Developer is required to:
  - i) Cut and cap at main the existing water service connections for 3480, 3500, 3540 and 3660 Sexsmith Road. As well as the connection at 8791 Cambie Road.
  - ii) Install new water service connection(s) for the proposed lots.
  - iii) Complete all required tie-ins to existing City water mains.
- 23.4.2. Storm Sewer Works:
  - a) At the Developer's cost, the Developer is required to:
    - i) Upgrade the existing twin storm sewers at Sexsmith Road frontage, approximately 175 m in length, into a single 1200 mm diameter storm sewer system in the middle of Sexsmith Road. Tie-in to the north shall be via the existing Manhole (STMH 131076). Tie-in to the south shall be to the existing storm sewers along the east and west sides of Sexsmith Road. Tie-ins shall be via the use of new manholes. Developer is to remove existing 1050 mm storm sewer on east side of Sexsmith Road, along development frontage to the new manhole.

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Initial:

- ii) Install new storm service connections complete with an IC, utility SRW may be required to accommodate IC.
- iii) Provide approximately 265 m of 600 mm diameter storm sewers along proposed internal roads from Capstan Way and proposed Ketcheson Road to proposed Brown Road, connecting to the new main at Sexsmith Road. Install a manhole at the high end of system, at future Capstan Way and proposed Ketcheson Road intersection.
- iv) Provide approximately 110 m of 600 mm diameter storm sewer along proposed North-South road to the north property line of proposed Lot 1 (South Lot). Tie-in to the main along Ketcheson Road to the west.
- Remove approximately 79 m existing 250 mm AC drainage line along north side of Cambie fronting lots 8791, 8771 and 8731 Cambie Road. Restore sidewalk and curband-gutter if required.
- vi) Provide storm sewers complete with manholes (as per City standards) along the proposed Odlin Crescent extension in 8671 Cambie Road. The storm sewer shall be from the north property line of 8671 Cambie Road to the tie-in point at the existing box culvert in Cambie Road. Storm sewer sizing shall be determined via the SA design process.
- vii) Install approximately 210 m of 600 mm storm sewer, from the intersection of Garden City road and Capstan way to STMH6589. Install new manholes at pipe bends and to connect to existing main at Capstan Way. Connect existing catch basins to the proposed drainage main.
- viii) Cap and fill the old drainage main, north of STMH6589, with low density flowable concrete as per MMCD standards.
- b) At the Developer's cost, the City will:
  - i) Cut and cap all existing storm sewer service connections at all frontages of the subject site.
  - ii) Complete all required tie-ins to the existing City drainage system.
- 23.4.3. Sanitary Sewer Works:
  - a) At the Developer's cost, the Developer is required to:
    - i) Provide approximately 100 m of 300 mm diameter sanitary sewer within the roadway along Sexsmith Road from existing manhole SMH56774 located at the intersection of Sexsmith Road and Capstan Way southward to a new manhole.
    - ii) Provide approximately 85 m of 250 mm diameter sanitary sewer from the new manhole at Sexsmith Road southward to the future Brown Road extension and Sexsmith Road intersection.
    - iii) Provide approximately 90 m of 250 mm diameter sanitary sewer from the intersection of Sexsmith Road and future Brown Road, east along Brown Road.
    - iv) Provide approximately 135 m of 300 mm diameter sanitary sewer within the roadway along Capstan Way from the intersection at proposed Sexsmith Road and Capstan Way east towards future Ketcheson Road intersection. Tie-in to the west via manhole SMH56774.
    - v) Provide approximately 100 m of 250 mm diameter sanitary sewer along future Ketcheson Road to the intersection with future North-South Road.
    - vi) Provide approximately 120 m of 250 mm diameter sanitary sewer along the proposed North-South road to the north property line of proposed Lot 1 (South Lot). Tie-in to future Ketcheson Road via a manhole and provide a manhole at the high end of the system.

- b) At the Developer's cost, the City will:
  - i) Install new sanitary service laterals to proposed development.
  - ii) Complete all required tie-ins to the existing City sanitary system (at Capstan Way).
- 23.4.4. Frontage Improvements:
  - a) At the Developer's cost, the Developer is required to:
    - i) Provide other frontage improvements (including 8671 Cambie Road) as per the city's Transportation Department requirements. Improvements shall be built to the ultimate condition wherever possible.
    - Coordinate with BC Hydro to put underground the existing overhead lines and remove the poles that conflict with the curb lane along the east side of the ultimate Sexsmith Road.
    - iii) Pre-duct for future hydro, telephone and cable utilities along all road frontages.
    - iv) Coordinate with BC Hydro regarding the required relocation of transmission poles along Garden City Road frontage such that the poles and anchors do not conflict with future cycle path or side walk.
    - v) Provide private utility services (e.g., BC Hydro, Telus, Shaw and gas main) in the future road within 8671 Cambie Road. The new BC Hydro, Telus, Shaw and gas lines shall be from the north property line of 8671 Cambie Road to the tie-in point at the existing systems in Cambie Road.
    - vi) Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the Rezoning staff report and the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements 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 SRWs that shall be shown in the functional plan and registered prior to SA design approval:

	(Width x Depth)	Street light kiosk	1.5m x 1.5m	
BC Hydro LPT	3.5m x 3.5m	Telus FDH Cabinet*	1.1m x 1m	
BC Hydro PMT	4m x 5m	Traffic signal kiosk	1m x 1m	
Shaw cable kiosk* 1m x 1m Traffic signal UPS 2m x 1.5m				
*show possible location in functional plan				

#### 23.4.5. Street Lighting Improvements:

- a) At the Developer's cost, the Developer is required to:
  - Provide street lighting along both the existing public street frontages (Cambie Road, Garden City Road, Capstan Way, and Sexsmith Road) and along proposed new development roads (Odlin Crescent extension, Ketcheson Road extension, Brown Road extension, and proposed North-South road). General requirements for street lighting are as follows, to be confirmed through the SA process:
    - Capstan Way (South side of street), Sexsmith Road (East side of street) and Cambie Road (North side of street): Pole colour: Grey; Roadway lighting at back of curb: Type 7 (LED), including 1 street luminaire and 1 duplex receptacle, but excluding any pedestrian luminaires, banner arms, flower basket holders, or irrigation; and pedestrian lighting between sidewalk & bike path: Type 8 (LED) including 2

pedestrian luminaires set perpendicular to the roadway and 1 duplex receptacle and 2 flower basket holders along Cambie road only (none elsewhere), but excluding any irrigation.

<u>NOTE</u>: Requirements may change if it is decided that there will be no bike path/lane or and an on-street bike lane.

- Garden City Road (West side of street): Existing roadway lighting at median to remain (no change); Pole colour: Grey; Pedestrian lighting between sidewalk & bike path: Type 8 (LED) including 2 pedestrian luminaires set perpendicular to the roadway and duplex receptacles, but excluding any banner arms, flower basket holders, or irrigation. <u>NOTE</u>: Requirements may change if it is decided that there will be no bike path/lane or and an on-street bike lane.
- Odlin Crescent extension in 8671 Cambie Road: To be determined via the SA process.
- Ketcheson Road Extension (both sides of street) and Brown Road Extension (North side of street): Pole colour: Grey; Roadway lighting at back of curb: Type 7 (LED) including 1 street luminaire, but excluding any pedestrian luminaires, banner arms, flower basket holders, irrigation, or duplex receptacles.
- New North-South road (both sides of street): Pole colour: Grey; Roadway lighting at back of curb: Type 8/Custom 6.0 m Height (LED) including 1 street luminaire, flower basket holders, and 1 duplex receptacle, but excluding any banner arms or irrigation. (For reference: Drawing #615759-12-09)
- Vehicle turnaround SRW on Lot 1 (South Lot): To match new North-South road street lighting, to be confirmed via SA process.
- Mid-Block Trail SRW: Pole colour: Grey; Pedestrian lighting: Type 8 (LED) including 1 or 2 pedestrian luminaires, but excluding any banner arms, flower basket holders, irrigation, or duplex receptacles.

#### 23.4.6. General Items:

- a) The Developer is required to, at the developer's cost:
  - i) Provide, prior to first SA design submission, a geotechnical assessment of preload and soil preparation impacts on the existing utilities fronting or within the development site, proposed utility installations.
  - ii) 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.
  - iii) Not encroach in to City Rights-of-Ways with any proposed trees, permanent retaining wall or other non-removable structures.
- b) All infrastructure designed and constructed as part of the required Servicing Agreement shall be coordinated with adjacent developments, both existing and future. The Developer's civil engineer shall submit a signed and sealed letter with each submission confirming that they have coordinated with the civil engineer(s) of the adjacent project(s) and that the Servicing Agreement designs are consistent. The City will not accept the first SA design submission without the letter indicating coordination with the adjacent developments.
  - i) The coordination should cover, but not be limited to, the following:

- Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
- Pipe sizes, material and slopes.
- Location of manholes and fire hydrants.
- Road grades, high points and low points.
- Alignment of ultimate and interim curbs.
- Proposed street lights design.

# Prior to a Development Permit<sup>\*</sup> being forwarded to the Development Permit Panel for consideration, the developer is required to:

- 1. (*Legal Agreements*) Satisfy the terms of legal agreements secured through the rezoning application (RZ 18-836123) with respect to the development's Development Permit.
- 2. (*Additional Requirements*) Discharge and registration of additional right-of-way(s) and/or legal agreements, as determined to the satisfaction of the Director of Development, Director of Transportation, Director of Engineering, Manager of Real Estate Services, and Senior Manager of Parks.
- 3. (*Waste Management Plan*) As part of the permit drawings, submit a plan (i.e. drawings and related specifications) to the City's satisfaction, indicating the nature of all waste management-related facilities proposed on the subject site and their compliance with City bylaws and policies, including, but not limited to, carts/bins (e.g., uses, types, and numbers), waste/holding rooms (e.g., uses, locations, sizes and clear heights), loading facilities (e.g., locations, sizes, and clear heights), pedestrian/vehicle access (e.g., routes and vehicle turning templates), and related features, as required (e.g., signage, janitor sinks, floor drains, lighting, ventilation, safety measures, and door/gate operations).

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

- 1. (*Legal Agreements*) Satisfy the terms of legal agreements registered on title prior to final adoption of the rezoning bylaw (RZ 18-836123) and/or Development Permit issuance with respect to the development's Building Permit.
- 2. (*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.
- (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.
- 4. (*Latecomer Agreements*) If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
- 5. (*Construction Hoarding*) Obtain a Building Permit\* (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit\*. For additional information, contact the Building Approvals Department at 604-276-4285.

# NOTE:

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

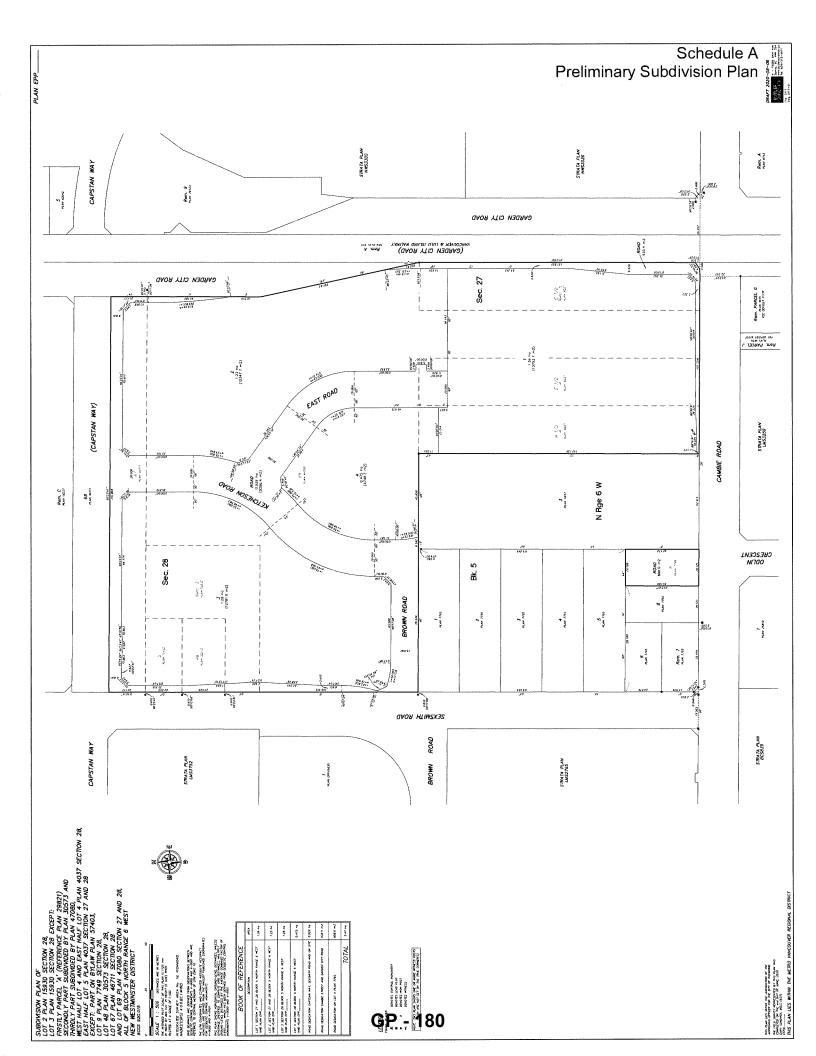
All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise,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

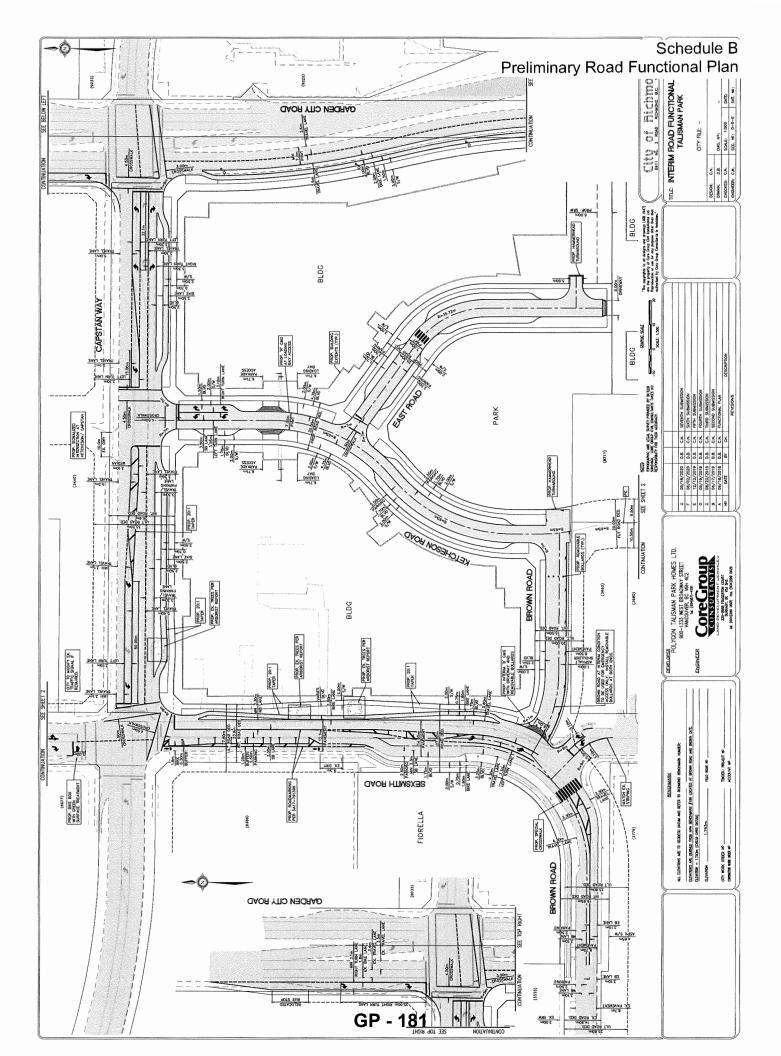
The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director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

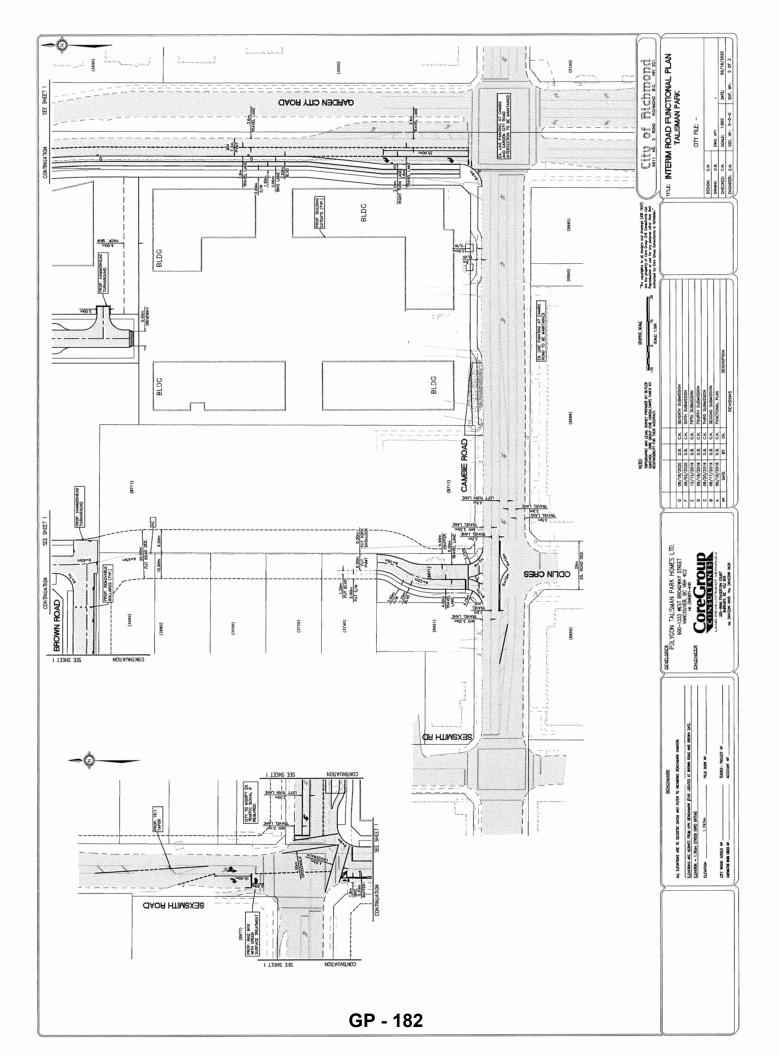
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation,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

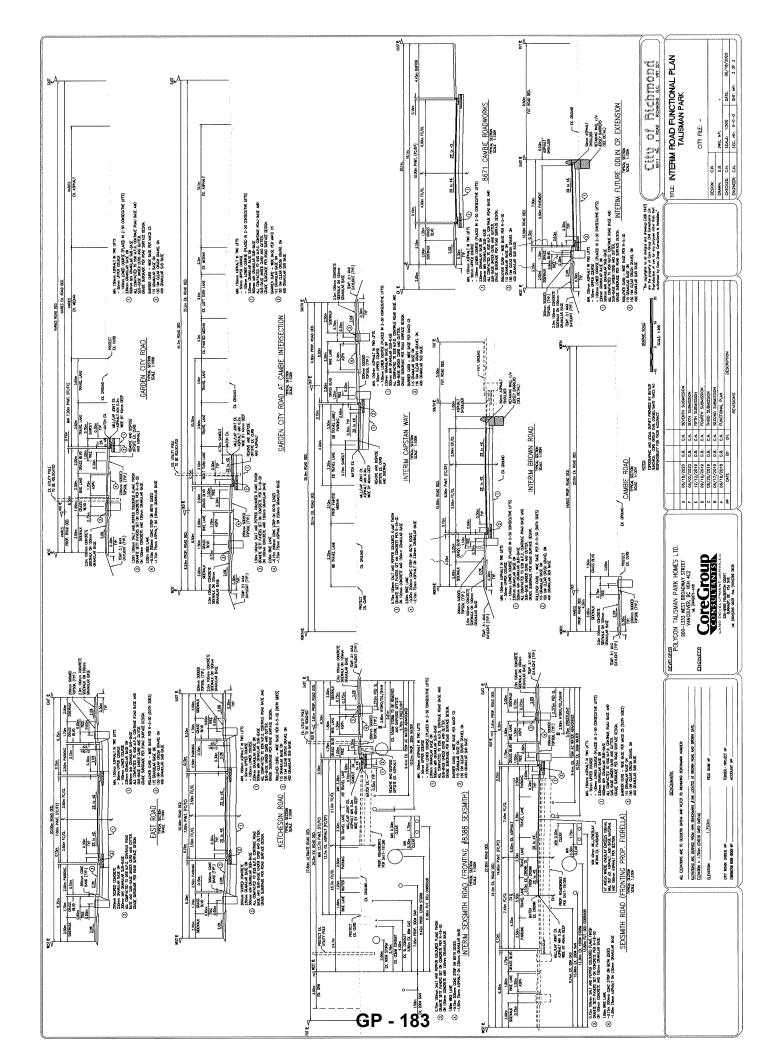
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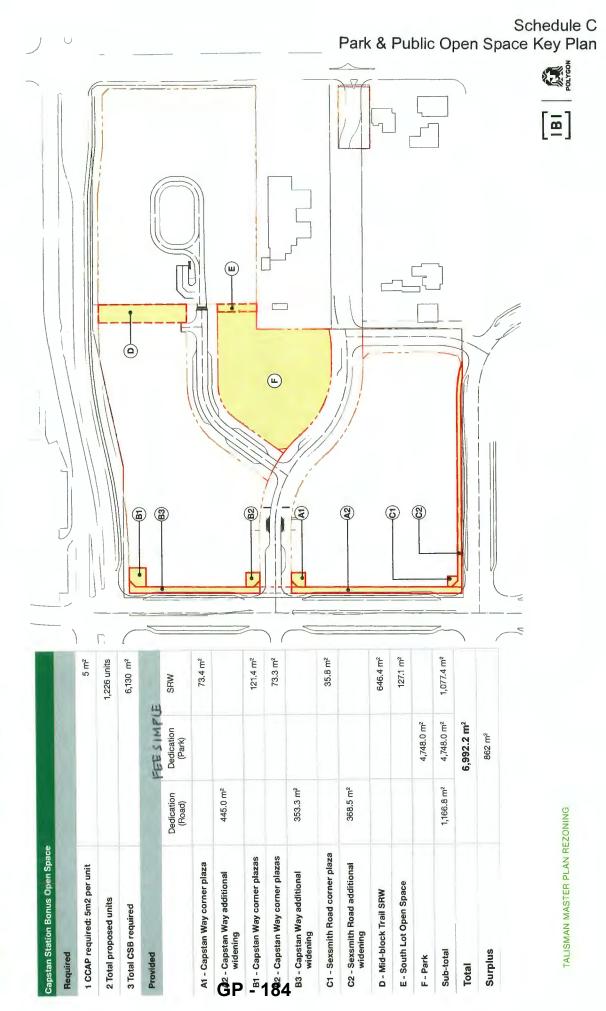
Signed	Date
Schedule A: Preliminary Subdivision	Plan (August 6, 2020)
Schedule B: Preliminary Road Function	onal Plan (June 18, 2020)
Schedule C: Park & Open Space Key	Plan (August 3, 2020)
Schedule D: Farm soil Recovery Area	Diagram (June 22, 2020)
Schedule E: Preliminary Tree Manage	ment Plan (July 9, 2020)
Schedule F: Preliminary SA Phasing I	Plan (July 10, 2020)
Schedule G: Park Concept Plan (Augu	ıst 4, 2020)











# City Park & CSB Calculations

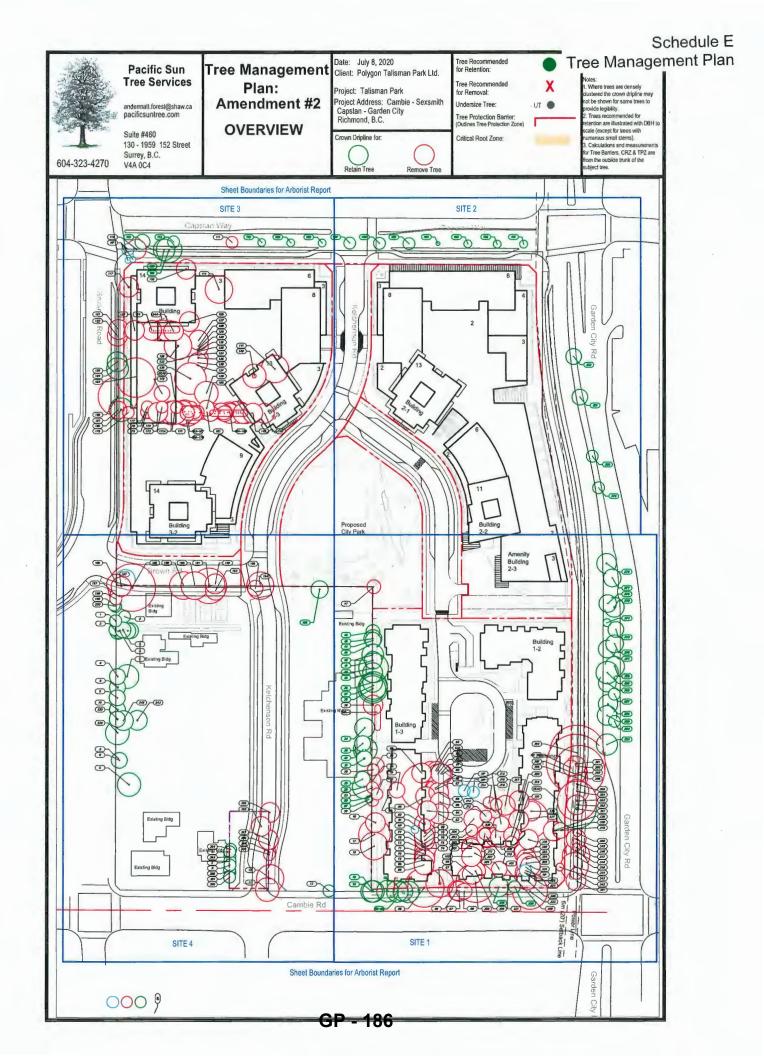


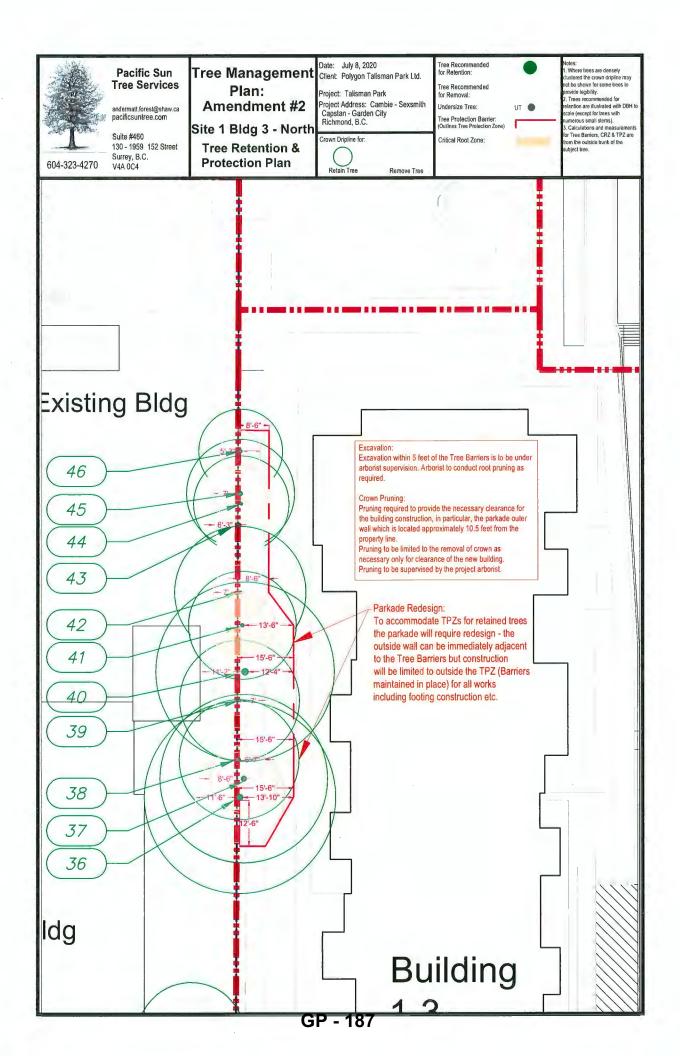


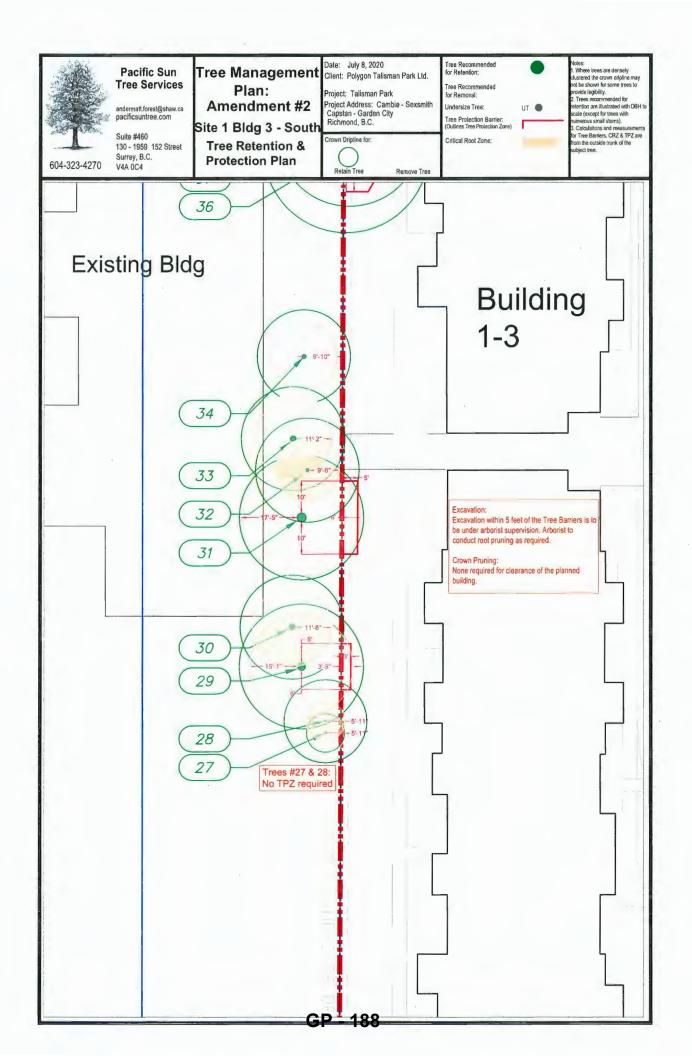


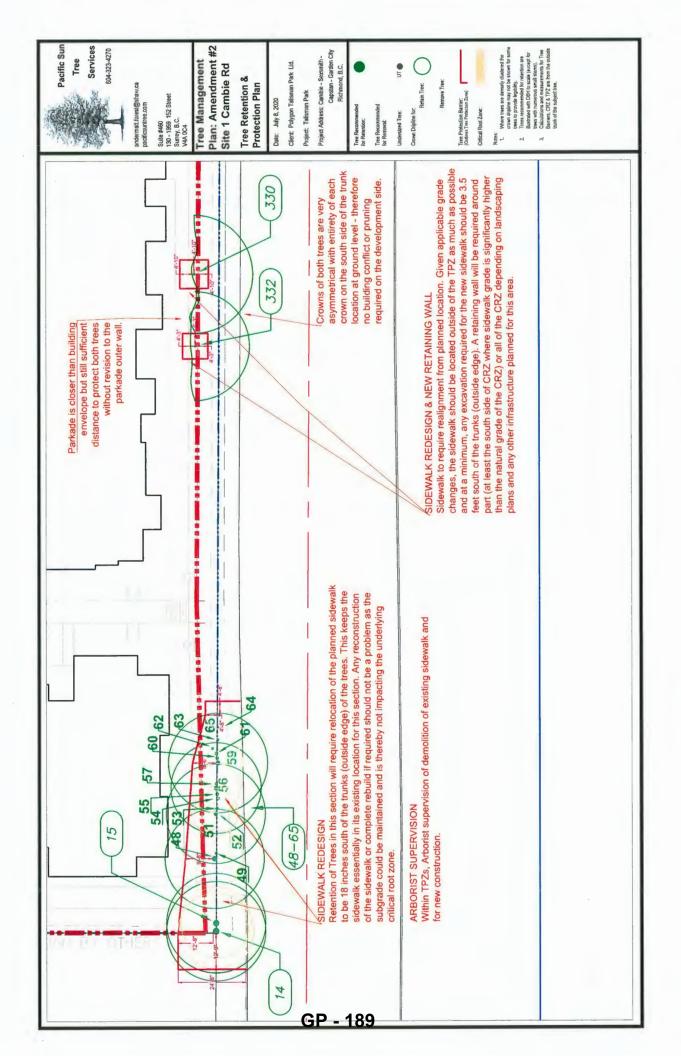
Farm Soil Recovery Area RZ 18-836123 Original Date: 04/07/20 Revision Date: 06/22/20

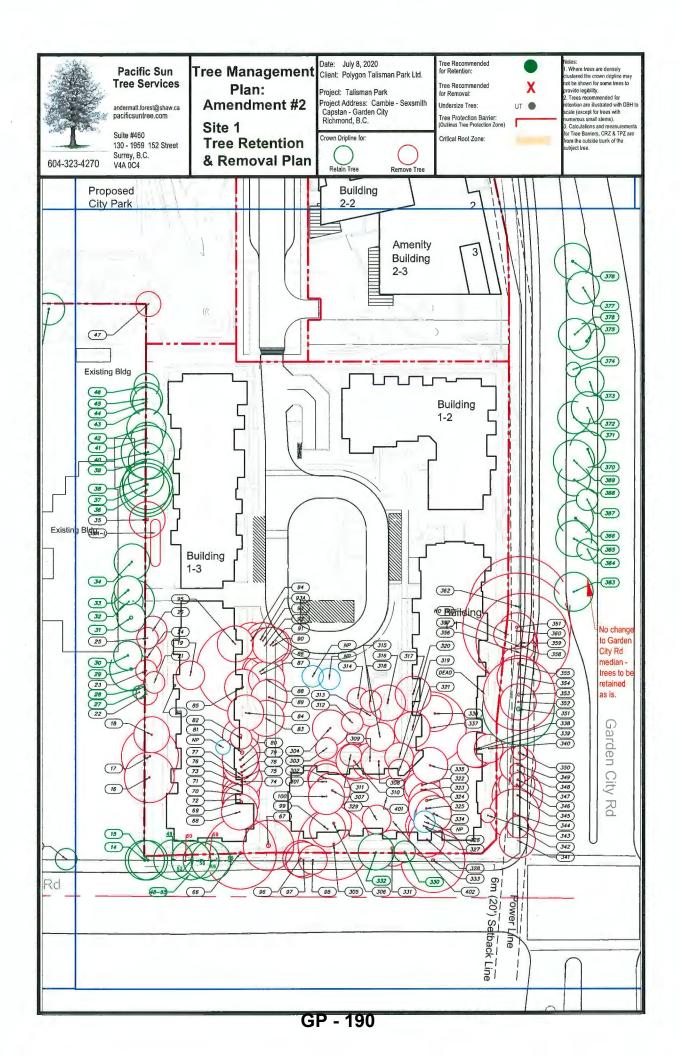
Note: Dimensions are in METRES

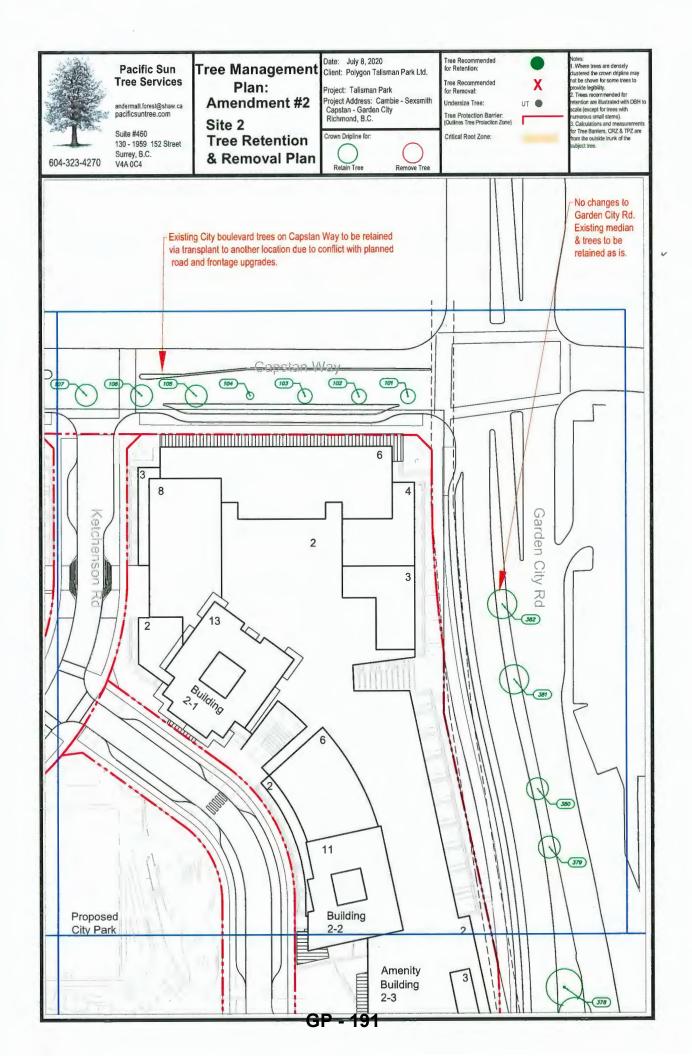


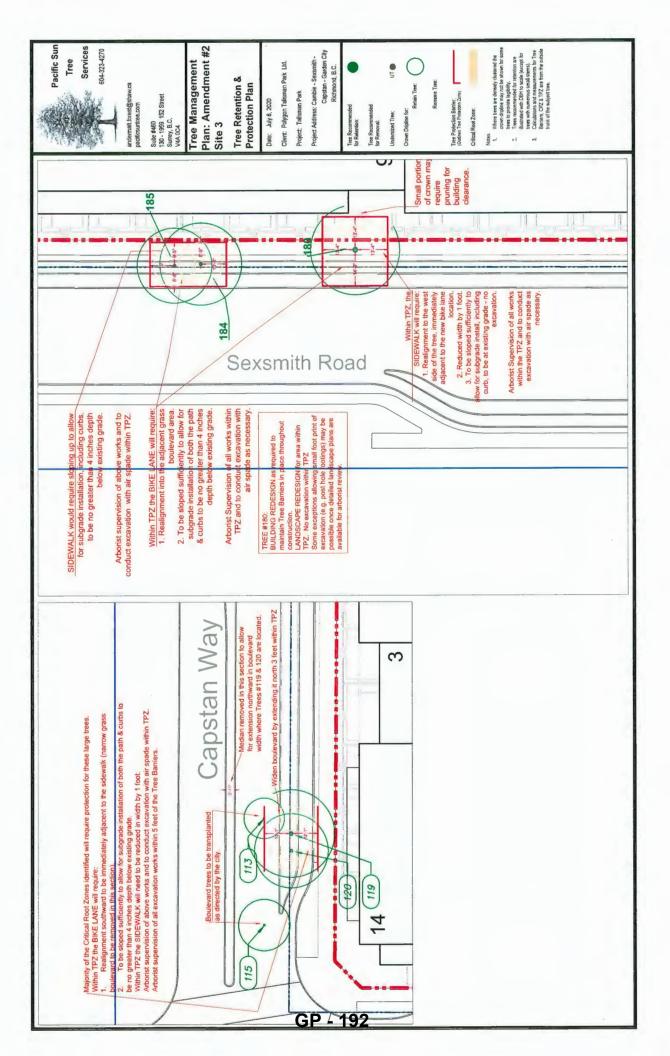


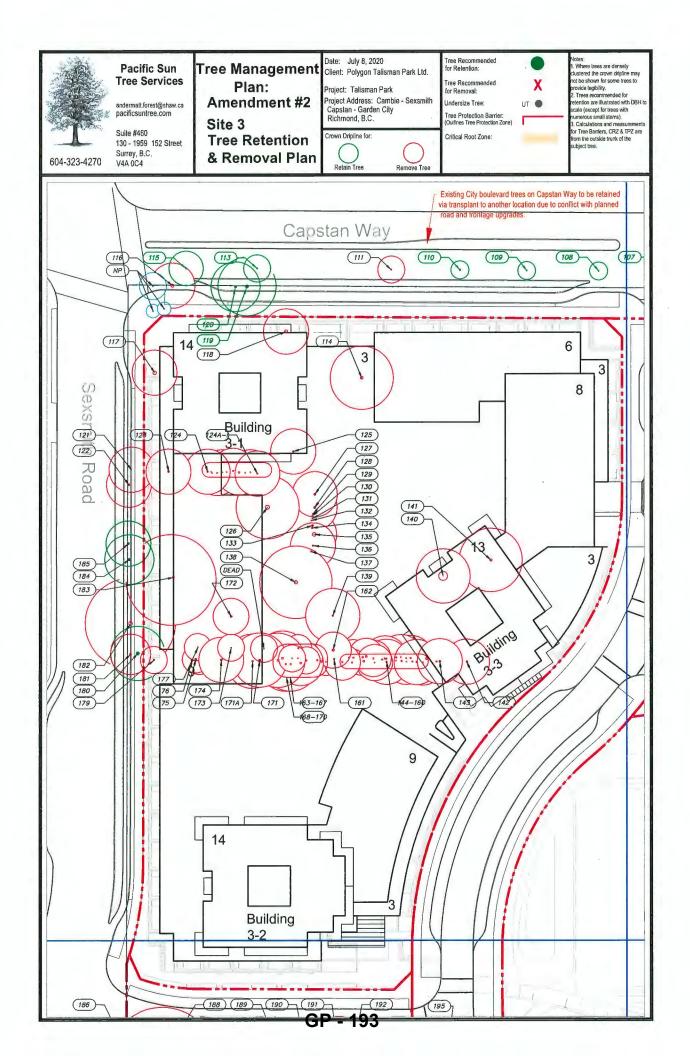


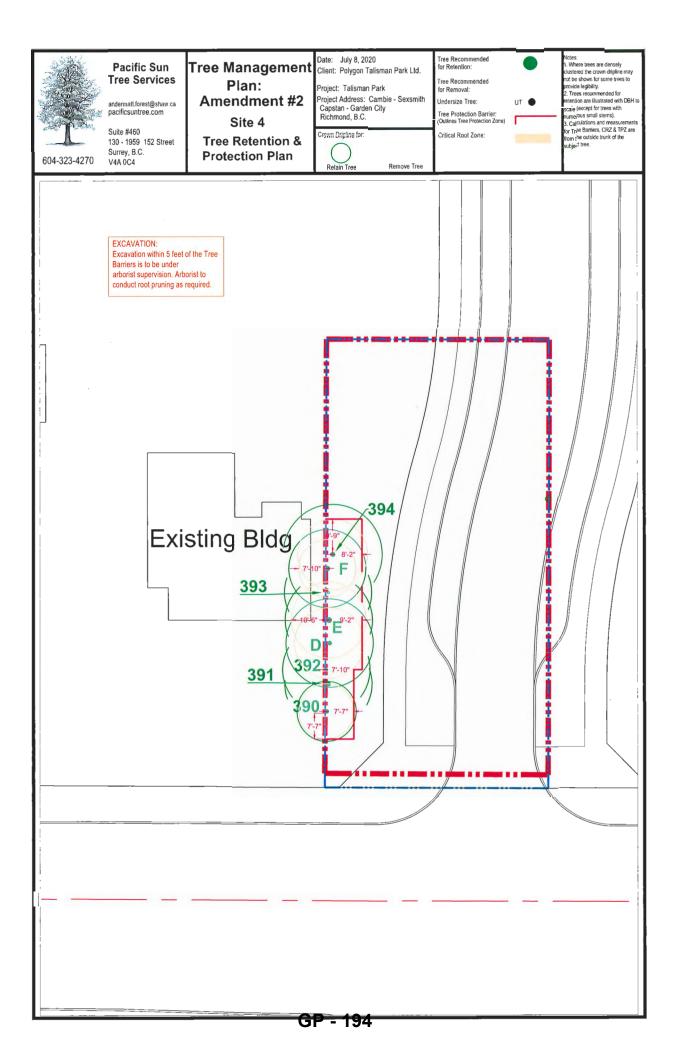


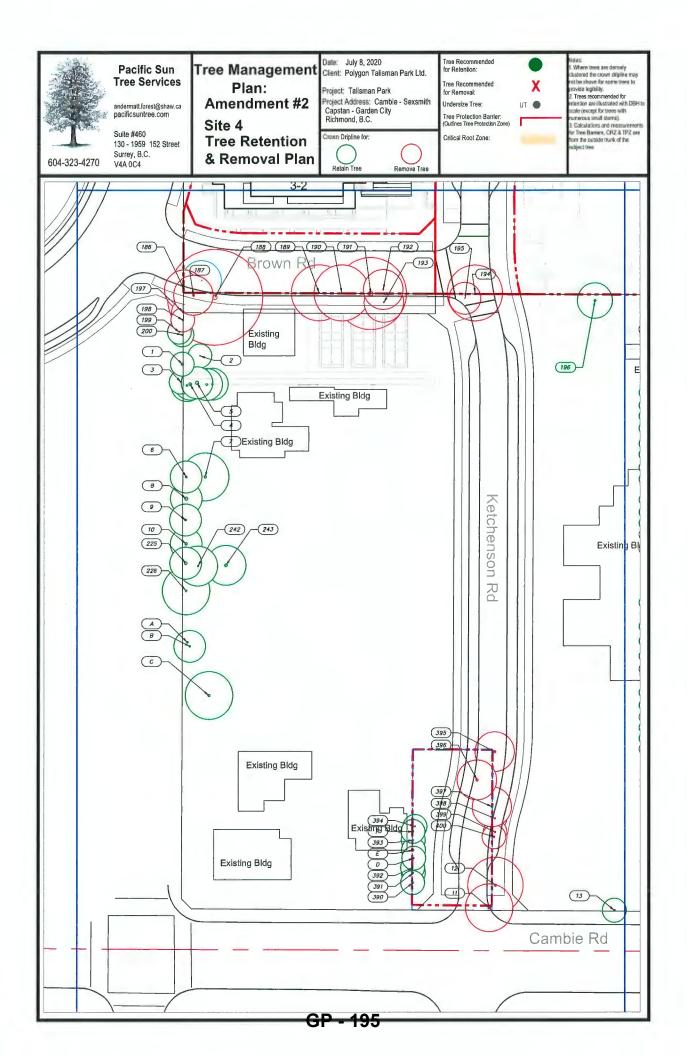




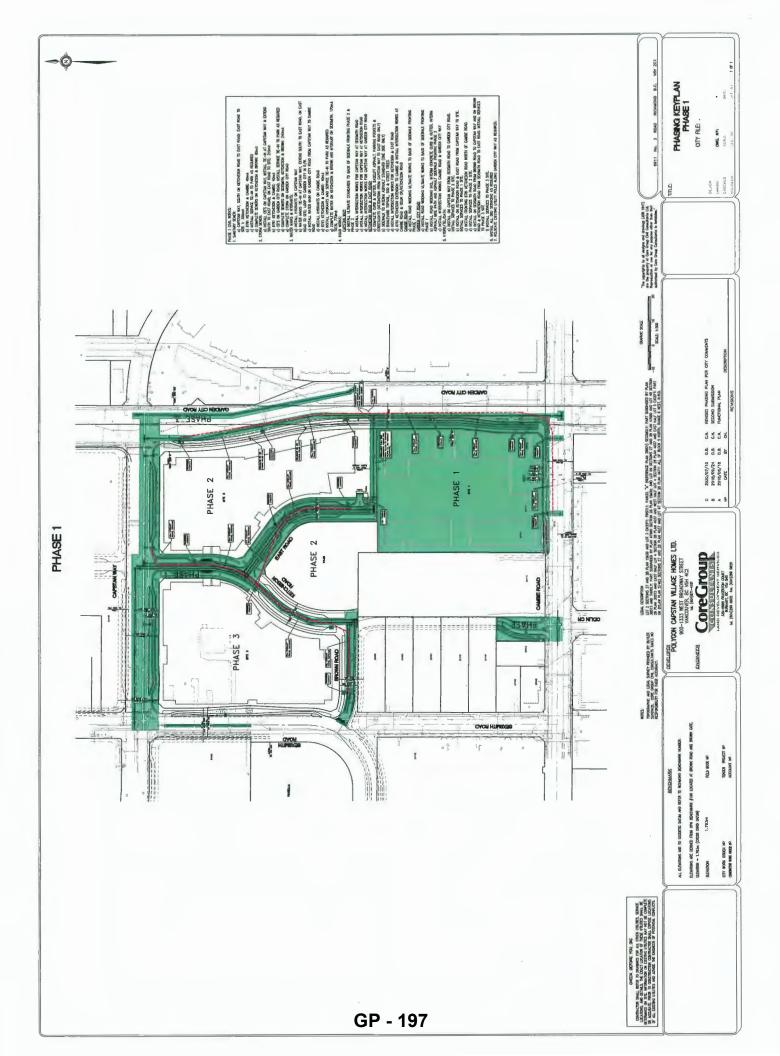


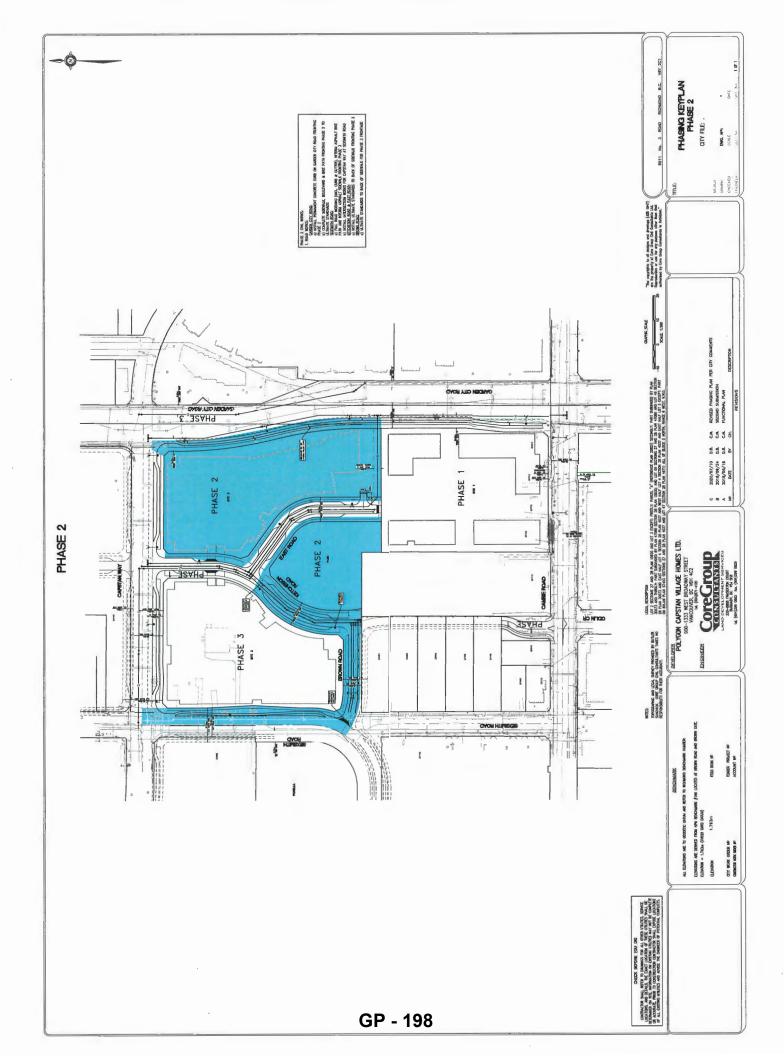


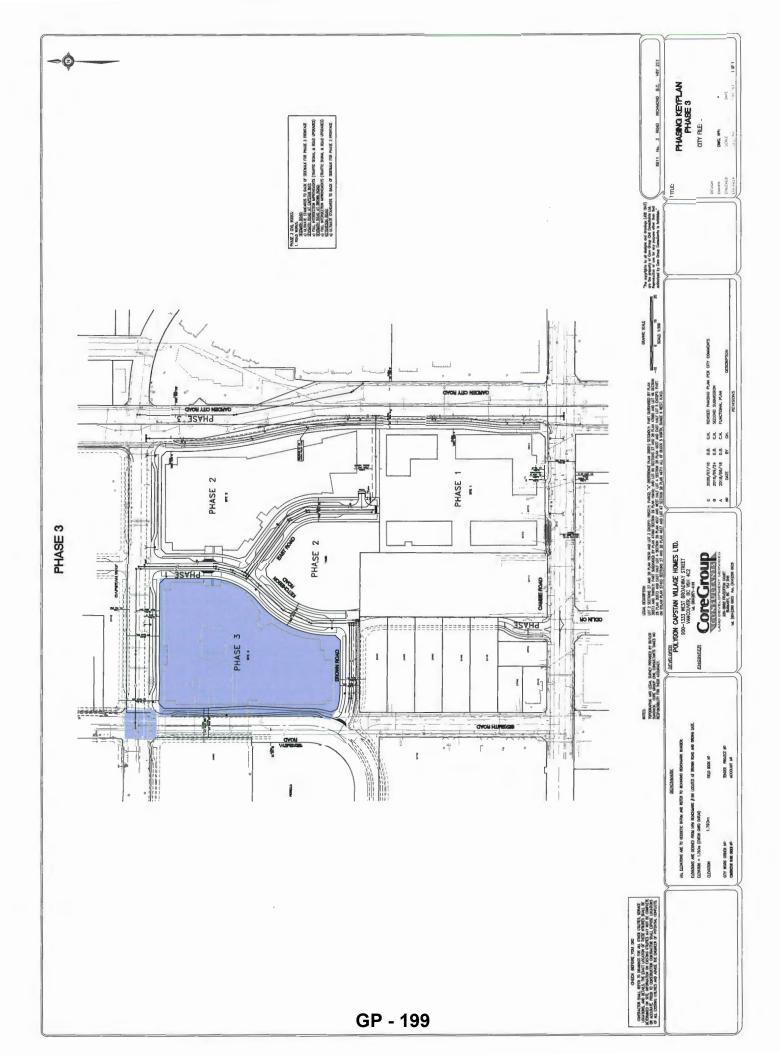














# Talisman Park Conceptual Site Plan

## Bylaw 10198



### Richmond Zoning Bylaw 8500 Amendment Bylaw 10198 (RZ 18-836123) 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, and 3540/3560 Sexsmith Road

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

1. Richmond Zoning Bylaw 8500 is amended by inserting the following into Section 20 (Site Specific Mixed Use Zones), in numerical order:

### "20.47 Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)

### 20.47.1 Purpose

The **zone** accommodates low rise and high-rise apartments within the **City Centre**, plus a limited amount of **commercial use** and compatible **secondary uses** and additional **uses**. Additional **density** is provided to achieve, among other things, **City** objectives in respect to **affordable housing units, market rental units, child care,** amenity, **commercial use,** and the Capstan Canada Line station.

### 20.47.2 Permitted Uses

- child care
- congregate housing
- housing, apartment
- housing, town

### 20.47.3 Secondary Uses

- boarding and lodging
- community care facility, minor
- district energy utility
- home business
- home-based business
- park

### 20.47.4 Additional Uses

- amenity space, community
- animal grooming
- broadcast studio
- · cultural and education uses
- education, commercial
- · government service
- health service, minor
- · library and exhibit
- · manufacturing, custom indoor
- office
- · recreation, indoor
- · religious assembly
- restaurant
- · retail, convenience
- · retail, general
- retail, second hand
- · service, business support

- service, financial
- service, household repair
- service, personal
- studio
- vehicle rental, convenience
- veterinary service

### 20.47.5 Permitted Density

- 1. The maximum floor area ratio is:
  - a) 0.6 within the areas indicated as "A" and "B" in Section 20.47.4, Diagram 1; and
  - b) 1.2 within the area indicated as "C" in Section 20.47.4, Diagram 1;

together with up to an additional 0.1 floor area ratio provided that this additional floor area ratio is used entirely to accommodate indoor amenity space.

- 2. For the areas within the City Centre indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, notwithstanding Section 20.47.5.1:
  - Together with land dedicated to the City for road and park purposes that is eligible for FAR calculation purposes: 2.10. Specifically, the referenced maximum floor area ratio is increased:
    - i) for "A": from "0.6" to "2.10";
    - ii) for "B": from "0.6" to "2.61"; and
    - iii) for "C": from "1.2" to "3.91";

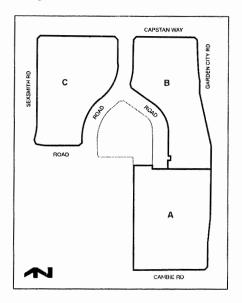
Provided that:

- b) the site is located in the Capstan Station Bonus Map area designated by the City Centre Area Plan;
- c) the owner pays a sum into the Capstan station reserve as specified in Section 5.19 of this bylaw;
- d) the owner grants to the City, via a statutory right-of-way, air space parcel, or fee simple lot, as determined at the sole discretion of the City, rights of public use over a suitably landscaped area of the site for park and related purposes at a rate of 5.0 m<sup>2</sup> per dwelling unit based on the combined total number of dwelling units within the areas indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, or 6,992 m<sup>2</sup>, whichever is greater;
- e) the owner dedicates not less than 11,033 m<sup>2</sup> of land within the site to the City as road, including not less than 783.86 m<sup>2</sup> of land located in the Village Centre Bonus Area designated by the City Centre Area Plan;

- f) the owner provides within the area indicated as "B" in Section 20.47.4, Diagram 1, one contiguous interior building space, situated at grade and fronting Capstan Way, and comprising at least 783.86 m<sup>2</sup>, for non-residential purposes, including convenience retail uses (e.g. large format grocery store; drug store), minor health services uses, pedestrian-oriented general retail uses, or other uses important to the viability of the Village Centre as determined to the satisfaction of the City;
- g) for the 783.86 m<sup>2</sup> area resulting from the additional 1.0 density bonus floor area ratio for non-residential purposes indicated in Section 20.47.5.2(f), the owner pays a sum to the City in lieu of granting 5% of the additional 1.0 density bonus floor area ratio (i.e. the gross floor area of the additional building area) to the City as community amenity space based on 5% of the density bonus floor area:
  - multiplied by the "equivalent to construction value" rate of \$8,992.14 per square meter, if the payment is made within one year of third reading of the zoning amendment bylaw; or
  - ii) thereafter, multiplied by the "equivalent to construction value" rate of \$8,992.14 per square meter adjusted by the cumulative applicable annual changes to the Statistics Canada "Non-Residential Building Construction Price Index" for Vancouver, where such change is positive;
- h) the owner provides within the area indicated as "A" in Section 20.47.4, Diagram 1, not less than 150 affordable housing units and the combined habitable space of the total number of affordable housing units would comprise at least 10% of the total residential building area within the areas indicated as "A", "B" and "C" in Section 20.47.4, Diagram 1, excluding the building area of market rental units;
- the owner enters into a housing agreement with respect to the affordable housing units and registers the housing agreement against title to the lot, and files a notice in the Land Title Office;
- j) the owner provides within the area indicated as "A" in Section 20.47.4, Diagram 1, no less than 65 market rental units having a combined floor area of at least 5,312 m<sup>2</sup>;
- k) the owner enters into a market rental agreement with the City for the market rental units and registers it against title to the lot; and
- the owner transfers ownership of not less than a 4,748 m<sup>2</sup> of land within the site to the City for park and related purposes; which shall be included in the suitably landscaped area of the site transferred by the owner to the City in compliance with Section 20.47.5.2(d), provided that such 4,748 m<sup>2</sup> area is provided to the City as a fee simple lot.

### Bylaw 10198

### Diagram 1



### 20.47.6 Permitted Lot Coverage

- 1. The maximum lot coverage for buildings is:
  - a) 60% within the area indicated as "A" in Section 20.47.4, Diagram 1; and
  - b) 90% within the areas indicated as "B" and "C" in Section 20.47.4, Diagram, including landscaped roofs over **parking spaces**.

### 20.47.7 Yards & Setbacks

- 1. Minimum **setbacks** shall be:
  - b) for road and park setbacks, measured to a lot line or the boundary of an area granted to the City for road or park purposes: 6.0 m, but may be reduced to 3.0 m if a proper interface is provided as specified in a Development Permit approved by the City;
  - c) for interior side yard setbacks, measured to a lot line or the boundary of an area granted to the City for road or park purposes: 6.0 m, but may be reduced to 0.0 m if a proper interface is provided as specified in a Development Permit approved by the City; and
  - d) for parts of a building situated below finished grade, measured to a lot line: 0.0 m.
- 2. Architectural features such as cornices, leaders, pilasters, and sills may project into a required **setback** but may not project more than a distance of 0.75 m if a proper interface is provided as specified in a Development Permit approved by the **City**.

### 20.47.8 Permitted Heights

- 1. The maximum **building height** for the areas indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, shall be:
  - a) for "A": 25.0 m;
  - b) for "B": 35.0 m, but may be increased to 45.0 m if a proper interface is provided with adjacent **buildings** and areas secured by the **City** for **park** purposes, as specified in a Development Permit approved by the **City**; and
  - c) for "C": 45.0 m.
- 2. The maximum **height** for **accessory buildings** is 5.0 m.
- 3. The maximum height for accessory structures is 12.0 m.

### 20.47.9 Subdivision Provisions

- 1. The minimum **lot** area for the areas indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, shall be:
  - a) for "A": 13,700 m<sup>2</sup>;
  - b) for "B": 12,300 m<sup>2</sup>; and
  - c) for "C": 12,700 m<sup>2</sup>.

### 20.47.10 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

### 20.47.11 On-Site Parking and Loading

- 1. On-site **vehicle** and bicycle parking and loading shall be provided according to the provisions of Section 7.0, EXCEPT that:
  - a) **City Centre** Parking Zone 1 rates shall apply for the purpose of minimum number of **parking spaces**; and
  - b) large size loading spaces shall not be required.

### 20.47.12 Residential Rental Tenure

 For the purposes of this zone, residential rental tenure means, in relation to a dwelling unit in a multi-family residential building, occupancy of a dwelling unit that includes an affordable housing unit in accordance with a housing agreement registered on title or a market rental unit in accordance with a market rental agreement registered on title, and governed by a tenancy agreement that is subject to the *Residential Tenancy Act* (BC), as may be amended or replaced from time to time.

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2. A minimum of 215 dwelling units shall be residential rental tenure.

### 20.47.13 Other Regulations

- 1. Additional uses listed in Section 20.47.4 are only permitted within the area indicated as "B" in Section 20.47.4, Diagram 1 and shall be located on the **first storey** of any **building**.
- 2. **Telecommunication antenna** must be located a minimum 20.0 m above the ground (i.e., on a roof of a **building**).
- 3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
- 2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it:

# 2.1. RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE).

Those areas shown cross-hatched and indicated as "A", "B", and "C" on "Schedule "A" attached to and forming part of Bylaw 10198".

### 2.2. SCHOOL & INSTITUTIONAL USE (SI).

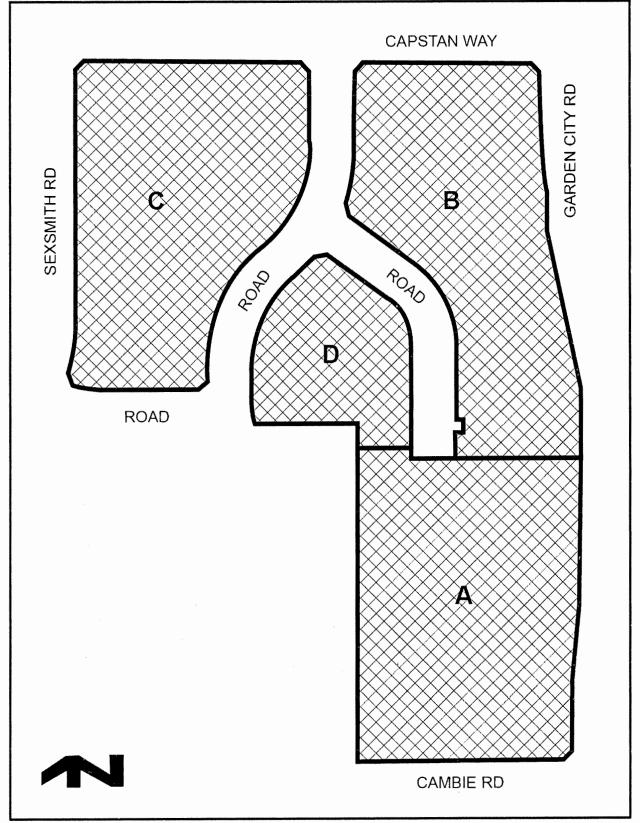
That area shown cross-hatched and indicated as "D" on "Schedule "A" attached to and forming part of Bylaw 10198".

3. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10198".

FIRST READING	CITY OF RICHMOND APPROVED
PUBLIC HEARING	by
SECOND READING	APPROVED by Director
THIRD READING	or Solicitor
OTHER CONDITIONS SATISFIED	·····
MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APROVAL	
LEGAL REQUIREMENTS SATISFIED	<u></u>
ADOPTED	

MAYOR

CORPORATE OFFICER



Schedule "A" attached to and forming part of Bylaw 10198



# **Report to Committee**

To:	General Purposes Committee	Date:	July 24, 2020
From:	Lloyd Bie, P.Eng. Director, Transportation	File:	01-0140-20-TCAN1- 06/2020-Vol 01
Re:	Funding Agreement with Transport Canada Rail Safety Improvement Program for Williams Road-Shell Road Intersection Upgrade		

### Staff Recommendation

- 1. That the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the Rail Safety Improvement Program funding agreement with Transport Canada for the Williams Road-Shell Road intersection; and
- 2. That the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly.

Lloyd Bie, P.Eng. Director, Transportation (604-276-4131)

REPORT CONCURRENCE					
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER			
Finance Sustainability Engineering	<b>マ</b> マ	pe Erceg			
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO Are (Acting)			

### Staff Report

### Origin

An existing Council-approved capital project includes the signalization of the Williams Road-Shell Road intersection (both east and west Shell Road). As there is an active railway operating through the intersection, the two new traffic signals will require interconnection with the rail warning system. In addition, the existing rail warning system comprised of bells and flashing lights will require an upgrade to provide gates.

Transport Canada's Rail Safety Improvement Program (the Program) is a cost-share program to support the implementation of measures to improve public safety along railway lines. As the City's application to the Program for funding support for the Williams Road-Shell Road intersection signalization project was successful, this report seeks Council authorization to execute the funding agreement.

This report supports Council's Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

Enhance and protect the safety and well-being of Richmond.

1.2 Future-proof and maintain city infrastructure to keep the community safe.

This report supports Council's Strategic Plan 2018-2022 Strategy #5 Sound Financial Management:

Accountable, transparent, and responsible financial management that supports the needs of the community into the future.

5.4 Work cooperatively and respectfully with all levels of government and stakeholders while advocating for the best interests of Richmond.

### Analysis

### Williams Road-Shell Road Intersection

Currently, the east and west intersections are controlled by stop signs for traffic on Shell Road (Figure 1). There are special crosswalks with pedestrian-actuated overhead amber flashing lights at both locations. The off-street Shell Road Trail crosses Williams Road adjacent to the west intersection and an active rail line operates between the two intersections.

The project comprises the full signalization of both intersections and the addition of gates at the railway crossing to improve the safety of all road users. The traffic signal works include interconnection to the railway warning system to ensure there is sufficient pre-emption time for vehicles to clear the grade crossing before the arrival of railway equipment at the crossing and prevent the through movement of traffic towards the crossing.

This site is within the City's designated Environmentally Sensitive Area and riparian management zone. If endorsed, a Qualified Environmental Professional will be hired to obtain applicable environmental permits and prepare an Environmental Management Plan to mitigate

### GP - 210

potential impacts to these areas during construction. Detailed design of the project has been completed and construction is anticipated to begin in Q1 2021 and be completed in Q1 2022.

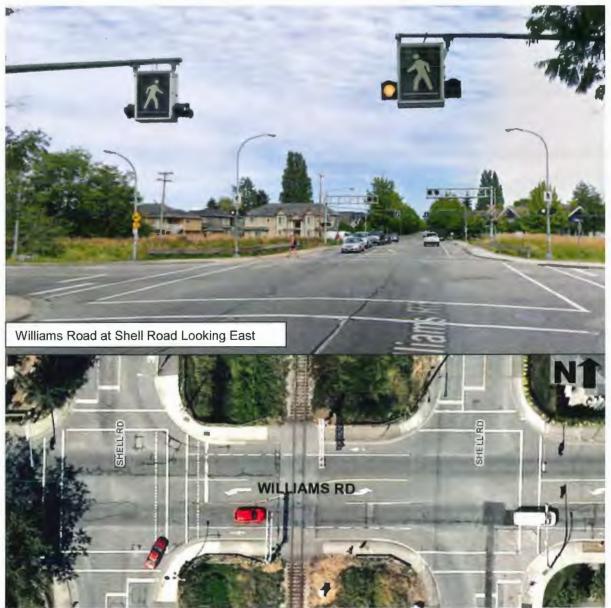


Figure 1: Existing Conditions at Williams Road-Shell Road

### Proposed Funding

Table 1 below summarizes the estimated project cost, and the internal and external funding sources. With the successful application, the City's funding will be reduced from the total estimated project cost of \$700,000 to \$152,800.

Project & Scope	City Portion & Funding Source	Transport Canada Funding <sup>(1)</sup>	Est. Total Project Cost
Williams Road-Shell Road Intersection Improvements	CT00012 (Roads DCC) Traffic Signal Program \$152,800	\$547,200	\$700,000

### Table 1: Funding for Williams Road-Shell Road Intersection Improvements

- 4 -

(1) The amount shown represents the funding contribution to be received from the external agency based on the City's cost estimate for the project. The actual invoiced amount follows project completion and is based on incurred costs.

The City will enter into a funding agreement with the Government of Canada. The agreement is a standard form agreement provided by senior levels of government and includes an indemnity and release in favour of the Government of Canada. Staff recommend that the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the agreement on behalf of the City.

### **Financial Impact**

The City's estimated cost for this location will be reduced from \$700,000 to \$152,800.

### Conclusion

The City's successful application to Transport Canada's Rail Safety Improvement Program will support the implementation of road and rail safety measures at Williams Road-Shell Road. The coordinated signalization of the east and west intersections and the upgrade of the road-rail warning system to include gates will improve community safety.

Joan Caravan Transportation Planner (604-276-4035)

FAR

Bill Johal Supervisor, Traffic Signals (604-276-4298)

JC:lce



Re:	City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187		
From:	Peter Russell, MCIP RPP Director, Sustainability and District Energy	File:	12-8060-20-009921/Vol 01
То:	General Purposes Committee	Date:	June 10, 2020

### Staff Recommendation

That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187 presented in the "City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187" report dated June 10, 2020, from the Director, Sustainability and District Energy be introduced and given first, second, and third readings.

Peter Russell, MCIP RPP Director, Sustainability and District Energy (604-276-4130)

REPORT CONCURRENCE				
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER		
Development Applications Law		Jh hing		
Reviewed by SMT	Initials: An M	APPROVED BY CAO		

### Staff Report

### Origin

The purpose of this report is to recommend expansion of the City Centre District Energy Utility (CCDEU) service area to include the mixed use development located at 5500 No. 3 Rd, associated with rezoning application RZ 19-858804.

This report supports Council's Strategic Plan 2018-2022 Strategy #2: A Sustainable and Environmentally Conscious City:

Environmentally conscious decision-making that demonstrates leadership in implementing innovative, sustainable practices and supports the City's unique biodiversity and island ecology.

2.1 Continued leadership in addressing climate change and promoting circular economic principles.

2.2 Policies and practices support Richmond's sustainability goals.

In February 2018, as directed by LIEC Board and as endorsed by Council, LIEC executed a Memorandum of Understanding (MOU) with Corix Utilities Inc. (Corix) to conduct feasibility analysis to design, build, finance, and operate a district energy utility in Richmond's City Centre area.

While this CCDEU feasibility analysis has been progressing, staff identified the opportunity to secure a customer base for the immediate implementation of GHG emissions reduction through the rezoning and/or OCP amendment application process. To date, nine development applicants have committed to construct and transfer low carbon energy plants to the City or LIEC, at no cost to the City or LIEC, through either of these processes, so that LIEC can provide immediate service to these customers. Council adopted the CCDEU Bylaw No. 9895 in September 2018 to secure the committed spaces under the CCDEU Bylaw along with an overview of the other DEU service areas.

### Analysis

The development rezoning application (RZ 19-858804) was granted third reading at the Public Hearing held on April 20<sup>th</sup>, 2020. The applicant is actively working to fulfill the rezoning considerations and the associated Development Permit application for the project for the City's Development Permit Panel's review and Council consideration.

The 15-storey building containing street-fronting commercial space will be comprised of approximately 104,045 ft2 of residential space for market rental housing and 5,732 ft2 of commercial space.

Expanding the CCDEU service area to include a development of this type results in the following direct benefits:

• Immediate reduction of greenhouse gas (GHG) emissions compared to business as usual;

- Expansion of LIEC's customer base under a positive stand-alone business case while the City Centre strategy develops;
- Providing financial and environmental stability to customers; and
- Increasing community's energy resiliency.

The rezoning considerations for this development include a requirement for a legal agreement that, if the City elects, would require the developer to transfer ownership of the development's centralized low carbon energy plant to the City or LIEC at no cost to the City or LIEC.

LIEC staff conducted business case analysis for owning and operating this development's energy plant which yielded positive results. Staff used the same rate structure applied to the other developments under the CCDEU Bylaw service area, which is competitive with conventional energy costs providing the same level of service. The rate structure and actual rate to customers will be refined once the costs have been confirmed through the design and engineering phase for the first developments within the CCDEU Bylaw service area.

The LIEC Board of Directors recommends expanding the CCDEU Bylaw service area to include the mixed-use development located at 5500 No. 3 Rd.

### **Financial Impact**

The centralized energy system will be designed and constructed by developers at their cost. Costs incurred by LIEC for engineering support and operations and maintenance will be funded from LIEC capital and operating budgets. All LIEC costs will be recovered from customers' fees.

### Conclusion

Expanding services in the City Centre area to include the mixed residential and commercial development proposed at 5500 No. 3 Rd (RZ 19-858804) will allow for the immediate expansion of LIEC's customer base and enhanced opportunities for connectivity to future low-carbon district energy systems in Richmond's City Centre. In addition, the inclusion of the subject development in the City Centre district energy system will increase the community's energy resiliency by taking advantage of the system's ability to utilize different fuel sources and the future fuel switching capability of the technology.

Peter Russell, MCIP RPP Director, Sustainability and District Energy (604-276-4130)

PR:cd

Att. 1: District Energy in RichmondAtt. 2: Map of Current and Future District Energy Utility Areas in Richmond

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### Attachment 1 – District Energy in Richmond

Richmond's 2041 Official Community Plan (OCP) establishes a target to reduce greenhouse gas (GHG) emissions 33 per cent below 2007 levels by 2020 and 80 per cent by 2050. The OCP also aims to reduce energy use 10 per cent below 2007 levels by 2020. The City identified district energy utilities (DEUs) as a leading strategy to achieve City's GHG reduction goals.

The City incorporated Lulu Island Energy Company Ltd. (LIEC) in 2013 for the purposes of carrying out the City's district energy initiatives. LIEC owns and operates the Alexandra District Energy (ADEU) and Oval Village District Energy (OVDEU) Utilities and advances new district energy opportunities. Table 1 below provides a summary of the developments connected under the DEU service areas to-date. Attachment 2 shows current and planned future DEU areas.

	Buildings	Residential	Floor Area	
	To-Date	Units To-Date	To-Date	<b>Build-out</b>
Alexandra District Energy Utility	10	1,736	1.9M ft <sup>2</sup>	4.4M ft <sup>2</sup>
Oval Village District Energy Utility	9	1,990	2.2M ft <sup>2</sup>	6.4M ft <sup>2</sup>
City Centre District Energy Utility	9(1)	3,239(1)	4.6M ft <sup>2 (1)</sup>	48M ft <sup>2</sup>
DEU-Ready Developments <sup>(2)</sup>	17	4,524	5.3M ft <sup>2</sup>	N/A
	Total Connected Floor Area		4.1M ft <sup>2 (3)</sup>	58.8Mft <sup>2</sup>

Table 1 – District Energy Utility Service Areas

(1) Commitments secured from upcoming developments in the City Centre; first connection expected in 2021.

(2) DEU-Ready developments are designed to connect to the City Centre district energy system at a future point.

(3) The "To-Date Connected Floor Area" figure corresponds to constructed developments currently served by a DEU.

### Alexandra District Energy Utility (ADEU)

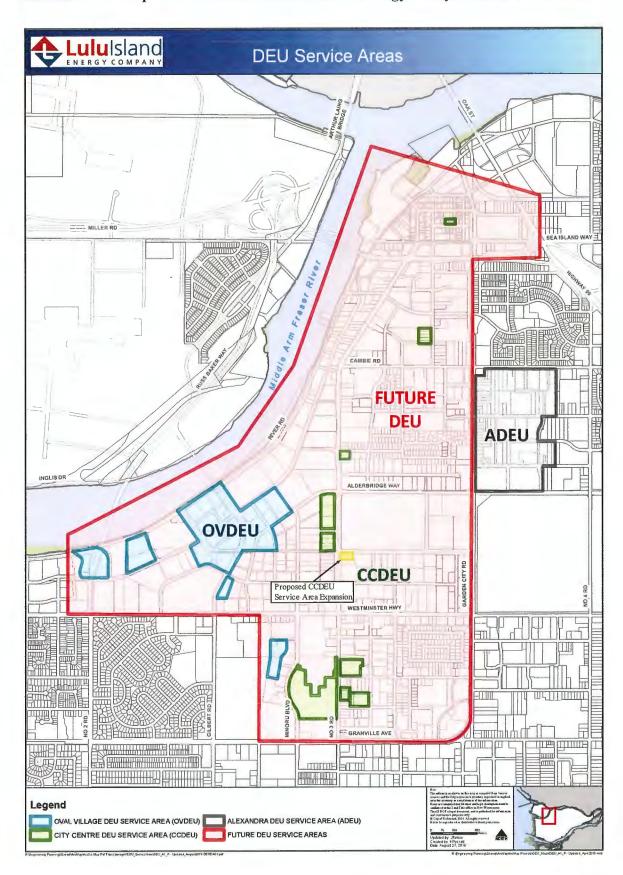
ADEU provides heating and cooling services to seven residential buildings in the ADEU service area, the large commercial development at "Central at Garden City", the Richmond Jamatkhana temple and Fire Hall No. 3, comprising over 1,735 residential units and over 1.9 million square feet of floor area. While some electricity is consumed for pumping and equipment operations, almost 100% of this energy is currently produced locally from geo-exchange fields in the greenway corridor and West Cambie Park, and highly efficient air source heat pumps.

### Oval Village District Energy Utility (OVDEU)

OVDEU services nine buildings in the OVDEU service area, containing over 1,900 residential units. Energy is currently supplied from two interim energy centres with natural gas boilers which combined provide 11 MW of heating capacity. When enough buildings are connected to the system, a permanent energy centre will be built which will produce low-carbon energy. OVDEU is planned to harness energy from the Gilbert Trunk sanitary force main sewer through the implementation of the permanent energy centre in 2025.

### City Centre District Energy Utility (CCDEU)

Nine developments, comprising approximately 4.6 million square feet of residential, commercial, and hotel uses, have committed to construct and transfer low carbon energy plants to the City or LIEC at no cost to the City or LIEC. LIEC will operate and maintain these energy plants and provide heating and cooling services to these developments.



Attachment 2 – Map of Current and Future District Energy Utility Areas in Richmond



# City Centre District Energy Utility Bylaw No. 9895 Amendment Bylaw No. 10187

The Council of the City of Richmond enacts as follows:

- 1. The City Centre District Energy Utility Bylaw No. 9895 is further amended:
  - (a) by deleting Schedule A (Boundaries of Service Area) in its entirety and replacing it with a new Schedule A attached as Schedule A to this Amendment Bylaw; and
  - (b) by deleting Schedule E (Energy Generation Plant Designated Properties) in its entirety and replacing it with a new Schedule E attached as Schedule B to this Amendment Bylaw.
- 2. This Bylaw is cited as "City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10187".

FIRST READING	 CITY OF RICHMOND
SECOND READING	 APPROVED for content by
THIRD READING	 APPROVED
ADOPTED	 BRB

MAYOR

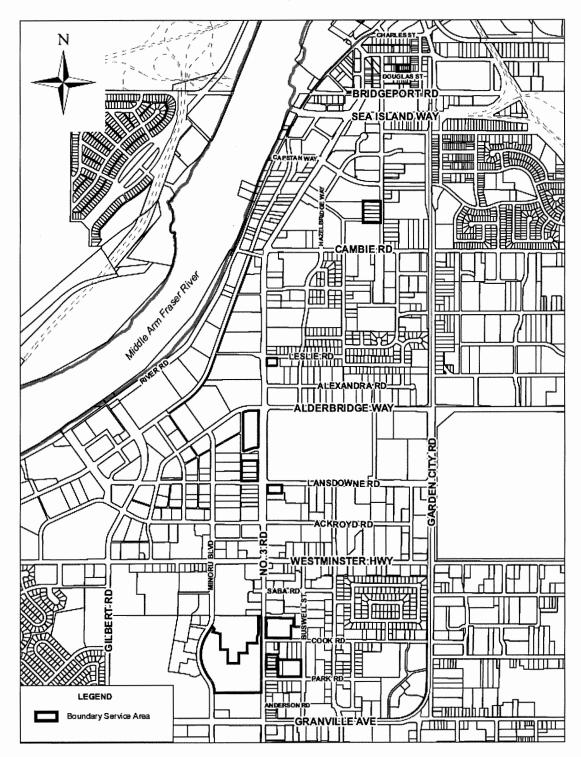
CORPORATE OFFICER

#### Bylaw 10187

### Schedule A to Amendment Bylaw No. 10187

#### SCHEDULE A to BYLAW NO. 9895

**Boundaries of Service Area** 

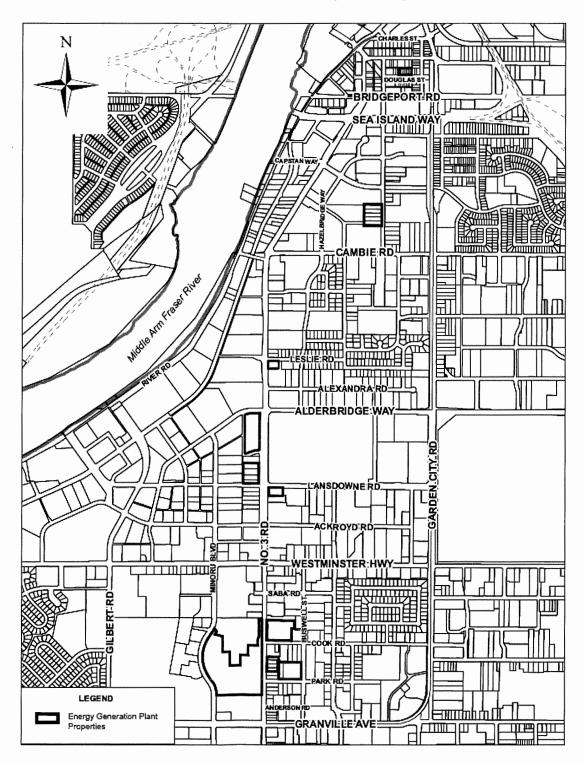


## Bylaw 10187

#### Schedule B to Amendment Bylaw No. 10187

#### SCHEDULE E to BYLAW NO. 9895

#### **Energy Generation Plant Designated Properties**





# **Report to Committee**

То:	General Purposes Committee	Date:	August 25, 2020
From:	eter Russell File: 10-6160-04/2020-Vol 0 rector, Sustainability and District Energy		10-6160-04/2020-Vol 01
Re:	Support for BC Salmon Restoration Projects in Sturgeon Bank		

## Staff Recommendation

That, as described in the staff report titled "Support for BC Salmon Restoration Projects in Sturgeon Bank," dated August 25, 2020 from the Director, Sustainability and District Energy and the Director, Engineering:

- 1. The scope of the three projects to be included in the Expression of Interest prepared by the South Coast Conservation Land Management Program for submission to the BC Salmon Restoration and Innovation Fund, be supported; and
- 2. That in-kind contributions for the projects outlined in the Expression of Interest be endorsed.

Peter Russell Director, Sustainability and Dist Energy (604-276-4130)

Att. 3

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENC	CONCURRENCE OF GENERAL MANAGER	
Engineering	Ø		
SENIOR STAFF REPORT REVIEW	INITIALS	· APPROVED BY CAO	
	CJ	A (Acting)	

## Staff Report

### Origin

The South Coast Conservation Land Management Program is a partnership program involving the federal and provincial governments, Ducks Unlimited Canada, the Habitat Conservation Trust Foundation and the Nature Trust of BC to coordinate the management of conservation lands in BC, including Sturgeon Bank. The South Coast Conservation Land Management Program was established in 2005 to fill coordination gaps between various levels of government, conservation groups, land use interests and local communities to conserve species and ecosystems at risk. South Coast Conservation Land Management staff assist various stakeholders in navigating the complexities of multi-jurisdictional habitat restoration initiatives. Similar programs exist in different regions of BC. The program is not a regulatory authority and staff do not provide legal expertise or undertake investigative actions related to damage to habitat or violations under the various environmental regulations. It is considered a government entity and is not eligible for some funding opportunities such as the BC Salmon Restoration and Innovation Fund. The program relies on its relationships with non-government organizations such as Ducks Unlimited Canada to secure funding that is intended exclusively for non-government organizations.

The federal and provincial governments announced the BC Salmon Restoration and Innovation Fund in 2019 to encourage independent projects that protect Pacific salmon species and improve the sustainability of the fish and seafood sector in BC. The fund is worth \$142.85 million and is available, through Expression of Interest, only to non-government organizations that intend on completing projects in BC that meet the fund's priorities, including salmon habitat restoration projects.

The South Coast Conservation Land Management Program, in partnership with Ducks Unlimited Canada, the Raincoast Conservation Foundation and the Lower Fraser Fisheries Alliance is preparing an Expression of Interest that includes three potential projects in Sturgeon Bank. Ducks Unlimited Canada will be the lead applicant and the aforementioned agencies will be projects partners. The South Coast Conservation Land Management Program is assembling a list of project supporters for the Expression of Interest. A list of potential supporters includes the University of British Columbia, Metro Vancouver, Environment Canada and the City of Delta.

The City of Richmond has also been asked by the South Coast Conservation Land Management Program to support the Expression of Interest and provide any additional contributions (in-kind and/or financial) that the City deems appropriate by September 15, 2020.

This report supports Council's Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

1.2 Future-proof and maintain city infrastructure to keep the community safe.

1.4 Foster a safe, caring and resilient environment.

This report supports Council's Strategic Plan 2018-2022 Strategy #2 A Sustainable and Environmentally Conscious City:

2.1 Continued leadership in addressing climate change and promoting circular economic principles.

This project is consistent with the following Ecological Network Management Strategy objectives and actions, specifically: Foster community stewardship and education initiatives focused on the Fraser River Estuary and foreshore:

9.7 Work with community partners and non-profit organizations that focus on the Fraser River Estuary to develop Richmond-tailored programming

9.8 Support the provision of information on stewardship opportunities in the estuary

## Analysis

The BC Salmon Restoration and Innovation Fund is a contribution program funded jointly by the federal and provincial governments. The fund provides an investment of up to \$142.85 million over 5 years (i.e. until March 31, 2024). The federal government provides 70% of the funding, and the provincial government provides the remaining 30%.

The first intake for the BC Salmon Restoration and Innovation Fund, which focused on innovation, infrastructure and science partnership projects, closed in April 2019. Over 30 projects were successful in 2019. Many of the successful projects were located in the Lower Mainland including the Fraser Valley. No projects were situated in the Fraser River Estuary.

The federal and provincial governments refined the fund's 2020 priorities for the second round of intakes. One priority area for the second intake includes protecting critical salmonid habitats from loss or degradation, and investing in the restoration of critical habitats that have been lost or degraded. Based on this new priority, the South Coast Conservation Land Management Program and its partners decided to focus the Expression of Interest on the Lower Fraser Estuary due to the ongoing degradation to marsh habitat, specifically on Sturgeon Bank.

## Sturgeon Bank Recession

Sturgeon Bank encompasses the intertidal, and near shore subtidal lands on the western portions of Sea Island, Lulu Island and a portion of Iona Island in Richmond. A large portion of this area is owned by the province and is a designated Wildlife Management Area. Other landowners in the area include private land (limited), federal land, joint federal-provincial land, Metro Vancouver land, and City land. The City-owned portion of land includes the area commonly referred to as the Grauer Lands that was purchased in partnership with Ducks Unlimited Canada.

Sturgeon Bank is comprised of a salt marsh and a hydrologic bench of sand and mud that extends approximately 6 km from the leading edge of the salt marsh. The leading edge of salt marsh was mapped in the late 1970s, and recent mapping information has identified significant marsh vegetation recession. Provincial mapping information suggests that approximately 160 hectares

of marsh vegetation has died since the 1980s. The Province has been examining potential contributing factors such as such as erosion, sea level rise, increased salinity, nutrient input loss (due to isolation from the jetties) and herbivory (by geese) that may be responsible for the observable changes in vegetation patterns. Though marsh recession is not fully understood, recent geomorphological assessments indicates that Sturgeon Bank is in a state of disequilibrium with respect to sediment deposits and erosion.

## Flood Protection and Habitat Services

Sturgeon Bank supports flood protection for the City and provides critical habitat for local fish and wildlife. The area is identified as a major hub within the City's Ecological Network Management Strategy. All five species of Pacific salmon also utilize marsh habitat in Sturgeon Bank at some point in their life cycle, as well an abundance of non-salmonid fish species, invertebrates and other flora and fauna common to estuary ecosystems.

A healthy Sturgeon Bank is an important part of mitigating flood risk for the City, as it protects the dike from wind-generated waves. With future sea level rise, the protection afforded to Richmond by this feature may be considerably reduced. The Council-endorsed, Flood Protection Management Strategy and Dike Master Plans Phase 1 and 2 recognize the important wave attenuation benefits that Sturgeon Bank provides. The plans recommend key actions to mitigate sea level rise, including potentially installing breakwater islands.

In addition, at the April 22, 2013 Regular Council Meeting, Council endorsed staff to coordinate with the Port of Vancouver and the Department of Fisheries and Oceans to identify potential areas to create habitat and provide wave dissipation for the southern west dike. The City's Flood Protection Management Strategy also identifies the initiative to pursue senior government grant opportunities to assist in funding this type of project. This staff report supports both of these objectives.

### Proposed Projects

The Expression of Interest that will be submitted to the BC Salmon Restoration and Innovation Fund by Ducks Unlimited Canada proposes three potential projects, all currently at the conceptual stage of design, including:

 Sturgeon Bank Sediment Enhancement Pilot Project – The pilot study will be managed by the the Provincial South Coast Conservation Land Management Program and proposes to introduce sediment from the Fraser River to the southern portion of Sturgeon Bank, within Richmond's municipal boundary (Attachment 1). As proposed, the project would seek to install a temporary, floating pipeline from that would pump river sand to offshore intertidal areas, from a dredge vessel anchored at the South Arm Jetty for three years. Clay berms would be installed to hold pumped sediments. The natural tide cycle would then be responsible for dispersing the sediment in the area. If successful, the results would increase the elevation of the marsh, and regenerate healthy tidal marsh conditions.

- 2. North Arm Jetty Breaches The North Arm Jetty was constructed in 1916 to aid in navigation similar to the South Jetty. Both structures have altered the natural movement of sediment and wildlife from the Fraser River to Sturgeon Bank. This project would be managed by Raincoast Conservation Foundation and would have a similar scope as the South Arm Jetty breaches, constructed in 2019 to restore fish passages for juvenile salmonids and improve sediment transport from the South Arm to Sturgeon Bank. The original scope for the South Arm Jetty Project included three breaches on the South Arm of the Fraser River and up to three breaches on the North Arm. The Raincoast Conservation Foundation received a different grant for the work and did not complete the North Arm breaches due to insufficient funds in 2019. This proposal includes the scope of work to finish the remaining breaches in the North Arm. If approved, Raincoast Conservation Foundation would construct one to three, 15 metres-wide breaches along the North Jetty, northwest of Iona Island, within (or near) the City's municipal boundaries (Attachment 2). This project also seeks to compliment the proposed environmental upgrades to the Iona Island Wastewater Treatment Facility, currently being pursued by Metro Vancouver.
- 3. Alaksen National Wildlife Area Tidal Marsh Restoration The Alaksen National Wildlife Area is located on the northern extent of Westham Island, south of Gary Point Park in the City of Delta. The 300 hectare wildlife refuge was established by the federal government in 1972 to protect important wintering habitat and migratory staging areas along the Pacific flyway. This project would be led by Ducks Unlimited Canada and would build upon existing habitat restoration work they are completing at Woodward Island, Frenchies Island and Gunn-Williamson Slough. If the Expression of Interest is successful, Ducks Unlimited Canada would seek to restore ecological connectivity by breaching a historical dike that was installed for agricultural purposes (Attachment 3).

All three projects are in the concept stage of design and if the Expression of Interest is successful, additional stages and analysis will be conducted to further define the scope of work. Each project would also require additional environmental permitting, including additional stakeholder engagement, which staff have identified as a possible barrier to the implementation of the Sturgeon Bank Sediment Enhancement Pilot Project. However, staff recommend supporting these concepts plans. Staff also recommend that the City provide in-kind contributions for the Expression of Interest based on the potential benefits a successful pilot would provide.

### **Financial Impact**

Staff recommend providing an in-kind contribution of staff time equivalent to \$60,000 over three years, for technical support, if the Expression of Interest is successful. If endorsed, staff's time would be funded through existing budgets.

Future opportunities may arise for additional contributions if the Expression of Interest is successful. Staff may return to Council to seek endorsement for financial support for additional similar projects at a later date based on the outcomes of the projects.

## Conclusion

Sturgeon Bank provides critical wildlife habitat and valuable flood risk mitigation for the City. The South Coast Conservation Land Management Program is coordinating local stakeholder support, on behalf of Ducks Unlimited Canada, in support of a submission to the BC Salmon Restoration and Innovation Fund and has requested a letter from the City in support of the Expression of Interest by September 15, 2020. Staff recommend supporting the Expression of Interest and further recommend endorsement that in-kind contribution equivalent to \$60,000 (over three years) in technical support. Staff will provide regular updates to Council, if endorsed, including the success of the Expression of Interest.

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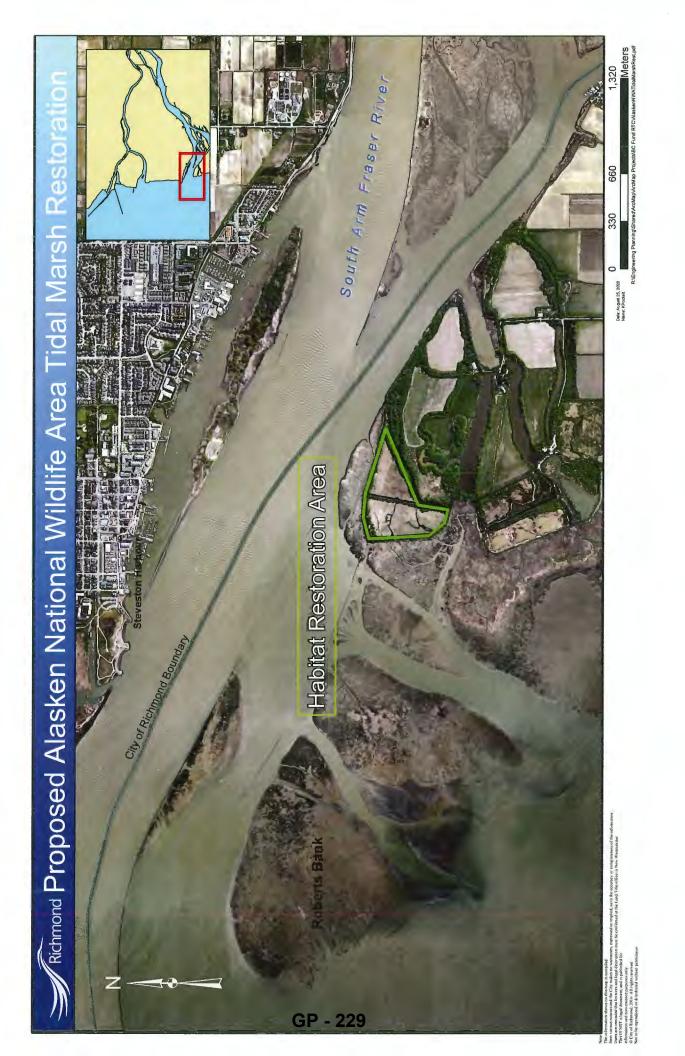
Chad Paulin, P.Ag. Manager, Environment (604-247-4672)

Jason Ho, P.Eng. Manager, Engineering Planning (604-244-1281)

Attachments: Proposed Sturgeon Bank Sediment Enhancement Pilot Project Proposed North Arm Jetty Breach Project Proposed Alaksen National Wildlife Area Tidal Marsh Restoration Project









То:	General Purposes Committee	Date:	August 14, 2020
From:	Milton Chan, P.Eng. Director, Engineering	File:	10-6060-01/2020-Vol 01
Re:	13740 Westminster Highway – Unauthorized Wa Decorative Wall	tercours	se Crossing and

#### **Staff Recommendation**

- 1. Pursuant to the authority provided in Sections 72, 73 and 75 of the *Community Charter*, that:
  - a. the infill and culvert in the watercourse fronting the property located at 13740 Westminster Highway, and having a legal description of Lot 2 Section 8 Block 4 North Range 5 West New Westminster District Plan 12960 (Parcel Identifier: 001-703-269) (the "Property") be declared as having obstructed, filled up or damaged the watercourse fronting the Property without the City's approval or consent (the "Unauthorized Watercourse Crossing"); and
  - b. the decorative wall located at the Property, be declared as creating an unsafe condition.
- 2. Pursuant to Sections 72 and 73 of the *Community Charter*, the following remedial action requirements be imposed on Swarn Singh Panesar and Gurbax Kaur Panesar, as the registered owner of the Property (the "Owners"):
  - a. to demolish the decorative wall at the Property; and
  - b. to remove all debris from the decorative wall in accordance with any applicable federal, provincial and municipal laws.
- 3. Pursuant to Sections 72 and 75 of the *Community Charter*, and Part 7 of the Watercourse Protection and Crossing Bylaw No. 8441, the following remedial action requirements be imposed on the Owners:
  - a. to remove the Unauthorized Watercourse Crossing in and about the watercourse fronting the Property; and
  - b. to undertake and complete the restoration work identified in the Scope of Work, attached as Attachment 6 of the report to committee titled 13740 Westminster Highway Unauthorized Crossing and Decorative Wall, dated August 14, 2020, from the Director, Engineering (the "Report");

Version: 5

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- c. to undertake and complete the restoration work identified in the Construction Environmental Management Plan for 13740 Westminster Highway dated October
   2, 2018 by Madrone Environmental Services Ltd., attached as Attachment 7 of the Report;
- d. to undertake any additional measures as directed by the General Manager, Engineering and Public Works, to restore the watercourse to its previous condition; and
- e. to dispose of all material associated with the removal of the Unauthorized Watercourse Crossing at a permitted site under the guidance of a Qualified Professional, in compliance with all applicable federal, provincial and municipal laws.
- 4. That the time limit for completion of all the remedial action requirements described above be set as 5:00 pm on October 30, 2020.
- 5. That staff be authorized to take all appropriate action in accordance with Section 17 [Municipal Action at Defaulter's Expense] of the *Community Charter* to ensure compliance with all remedial action requirements imposed on the Owners, provided that:
  - a. the Owners have not fully completed the remedial action requirements on or before the time limit specified by Council; and
  - b. all costs incurred by the City to fulfill the remedial action requirements shall be at the expense of the Owner, and subject to Section 17 of the *Community Charter*, such costs shall be recovered from the Owner as a debt owed to the City of Richmond.

Milton Chan, P.Eng. Director, Engineering (604-276-4377)

REPORT CONCURRENCE				
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER		
Law Community Bylaws Sewerage & Drainage Environmental Sustainability	<b>区</b> 区	Jh hing		
SENIOR STAFF REPORT REVIEW	Initials:	APPROVED BY CAO		

#### Staff Report

#### Origin

The watercourse fronting 13740 Westminster Highway (the "Watercourse") is an integral part of the City's drainage network, contributing to drainage conveyance for the area towards the Bath Slough Drainage Pump Station.

Pursuant to sections 2.0 and 2.2 of the *Watercourse Protection and Crossing Bylaw No. 8441*, no person shall place any fill or material in a watercourse in the City unless they have obtained a watercourse crossing permit. On January 8, 2018, the City received a Watercourse Crossing Permit Application to infill the Watercourse. The City rejected the permit application, as the Watercourse is in a Riparian Management Area (RMA) and, therefore, not eligible for an infill. The application fee was refunded in 2018.

The owners of 13740 Westminster Hwy have since installed a culvert and infilled the Watercourse (the "Unauthorized Watercourse Crossing") without a City-approved Watercourse Crossing Permit. A copy of the *Watercourse Protection and Crossing Bylaw No. 8441* is included as Attachment 1.

The owners of 13740 Westminster Hwy have also since constructed a decorative wall (the "Decorative Wall") on top of the Unauthorized Watercourse Crossing, on a portion of the property that is in a RMA, without obtaining a permit from the City. The Decorative Wall was constructed in contravention of section 4.20.3 of the Richmond Zoning Bylaw No. 8500, which provides that no development is permitted in a RMA unless it is for the purpose of environmental enhancement or is authorized by a City permit. Excerpts of the applicable provisions of the Richmond Zoning Bylaw No. 8500 are included in Attachment 2.

This report provides additional information on the impacts of this Unauthorized Watercourse Crossing and Decorative Wall and seeks Council authorization to impose remedial action on the property to bring the property into compliance.

#### Analysis

The culvert works installed in the Watercourse do not meet the City's Engineering Design Specifications and the Unauthorized Watercourse Crossing is located in the City's RMA. A comparison of the City's design specifications to the current unauthorized conditions of the culvert works is outlined in Attachment 3. Under current unauthorized conditions, the boulevard experiences substantial surface ponding fronting the Property and the neighbouring church located at 13780 Westminster Hwy. This ponding is a result of the unauthorized infill. Previous to the infill, the RMA ditch collected run off from both the boulevard and road. Photos of the current unauthorized conditions of the Unauthorized Watercourse Crossing are included in Attachment 4. Staff had the area video inspected, but were unable to access the newly-installed drainage pipe within the Unauthorized Watercourse Crossing due to the non-compliant installation.

In addition, the Unauthorized Watercourse Crossing raised the surrounding ground elevation, which has caused the existing water meter to be located approximately 1 m below the ground surface, making it inaccessible for servicing.

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The unpermitted Decorative Wall was installed in August 2019 on top of the Unauthorized Watercourse Crossing (which is located in the RMA) and has started to fail. As a result, the Unauthorized Watercourse Crossing cannot be removed without subjecting workers to the safety hazard of the Decorative Wall potentially collapsing into the work area. In addition, the Decorative Wall is located directly on what previously was the top of the ditch bank and will prevent the ditch from being restored and constructed in accordance with the City's Engineering Design Specifications. A drawing of the Watercourse, the Unauthorized Watercourse Crossing and Decorative Wall is included in Attachment 8. Photos of the deteriorating Decorative Wall are included in Attachment 4.

To date staff have taken the following steps to encourage compliance without success:

- Mailed a letter on August 27, 2019, requesting compliance by September 30, 2019.
- Hand delivered a letter on September 17, 2019, requesting compliance by September 30, 2019.
- Hand delivered a letter on October 30, 2019 and started issuing daily fines.
- Issued fines for a total of \$8,500, which have not been paid by the owner to date.

The Law Department has reviewed and provided input on the Unauthorized Watercourse Crossing and Decorative Wall. Sections 72 through 80 of the *Community Charter* (which are set out in Attachment 5) outline the process for remedial action requirements. Remedial action requirements are imposed by Council resolution, and cannot be delegated to staff.

Pursuant to Sections 72 and 75 of the *Community Charter* Council may impose a remedial action requirement, requiring a person to undertake restoration work in accordance with directions of Council or a person authorized by Council, if a person has obstructed, filled up or damaged a ditch, drain, creek or watercourse that was constructed or improved under this *Act* or the *Local Government Act*.

Pursuant to sections 72 and 73 of the *Community Charter* Council may also impose a remedial action requirement in relation to a building or other structure, including a requirement to remove or demolish the building or structure, if Council considers that the building or structure is in or creates an unsafe condition.

If remedial action is not completed by the date specified by Council for compliance, then pursuant to sections 17 and 77 of the *Community Charter* the City may fulfill the requirement at the expense of the person, and may recover the costs incurred from that person as a debt. Furthermore, section 17 authorizes the City to collect all related costs as a debt owed to the City, which if unpaid would be transferred to property taxes as arrears at the end of the year.

Part 7 of the City's Watercourse Crossing Bylaw No. 8441 contains similar remedial action and cost recovery powers, so although Council authority is not required for the removal and remediation of the Unauthorized Watercourse Crossing, staff are seeking Council authority for consistency between all the remedial actions related to the Property.

Staff recommend that Council impose remedial actions on the owners of the property, requiring them to demolish the Decorative Wall and remove the debris, and remove the Unauthorized Watercourse Crossing and undertake and complete the restoration work for the Watercourse

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identified in the Scope of Work, attached as Attachment 6 and the Construction Environmental Management Plan for 13740 Westminster Highway dated October 2, 2018 by Madrone Environmental Services Ltd., attached as Attachment 7, by 5:00 pm on Friday, October 30, 2020.

If the property owners do not comply, staff recommend that the City begin remediating the area to fully restore drainage system functionality and public safety. The cost for the removal of the Unauthorized Watercourse Crossing and the Decorative Wall and remediation back to Watercourse is estimated to be \$58,400.

The owner will be expected to pay to the City all expenses incurred to remove and remediate the area back to RMA watercourse. If the owner fails to pay the City by the end of the calendar year, the costs will be applied to the taxes payable in connection to the property.

#### **Financial Impact**

None.

#### Conclusion

The owners of 13740 Westminster Highway have infilled the Watercourse without a City-approved Watercourse Crossing Permit and have constructed a Decorative Wall in the RMA that creates an unsafe condition. Staff have taken a number of steps to encourage compliance without success. Staff recommend that remedial action orders be imposed on the property owners and, if they continue to be non-responsive, that the City begin remediating the area to fully restore drainage system functionality and public safety at the property owners' cost.

Jason Ho, P. Eng. Manager, Engineering Planning (604-244-1281)

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Corrine Haer, P. Eng. Project Manager, Engineering Planning (604-219-5281)

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- Att. 1: Watercourse Protection and Crossing Bylaw No. 8441
- Att. 2: Excerpts of Richmond Zoning Bylaw No. 8500
- Att. 3: Engineering Design Specifications Comparison
- Att. 4: Photos
- Att. 5: Excerpts of the Community Charter
- Att. 6: Scope of Work
- Att. 7: Construction Environmental Management Plan for 13740 Westminster Highway dated October 2, 2018 by Madrone Environmental Services Ltd.
- Att. 8: Drawing of 13740 Westminster Highway Watercourse, Unauthorized Watercourse Crossing and Decorative Wall

Attachment 1

CITY OF RICHMOND



# WATERCOURSE PROTECTION AND CROSSING BYLAW

# **BYLAW NO. 8441**

EFFECTIVE DATE - May 9, 2011

## CONSOLIDATED FOR CONVENIENCE ONLY

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

AMENDMENT BYLAW

DATE OF ADOPTION

EFFECTIVE DATE (If different from Date of Adoption)

Bylaw No. 9882

September 4, 2018

November 5, 2018

# WATERCOURSE PROTECTION AND CROSSING BYLAW

# **BYLAW NO. 8441**

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## CITY OF RICHMOND

# WATERCOURSE PROTECTION AND CROSSING BYLAW NO. 8441

The Council of the City of Richmond enacts as follows:

# PART ONE: INTERPRETATION

## 1.0 Interpretation

1.1 In this bylaw, unless the context otherwise requires:

AGREEMENT	means an agreement in the City's prescribed form.
APPLICANT	means an <b>owner</b> or a <b>utility company</b> , as the case may be, that makes an <b>application</b> .
APPLICATION	means the request to the <b>City</b> for a <b>permit</b> in the prescribed form.
APPLICATION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when submitting an <b>application</b> .
CITY	means the City of Richmond as a corporate entity.
CITY DESIGN DRAWINGS	means design drawings prepared by the City.
CITY DESIGN OPTION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when the <b>City design drawings</b> are requested.
CITY LAND	means land owned or in the control of the City.
CITY REPRESENTATIVE	means any one of the following: the <b>City'</b> s General Manager of Engineering and Public Works, the <b>City'</b> s Director, Engineering or the <b>City'</b> s Director, Public Works.
CONSTRUCTION AND MAINTENANCE REQUIREMENTS	means all federal, provincial and municipal laws, bylaws, regulations, policies, codes, ordinances, guidelines and standards, including, without limiting the generality of the foregoing, in accordance with the <b>City</b> 's bylaw entitled <i>To Regulate the Provision</i> of Works and Services Upon Subdivision of Land Bylaw No. 6530 as the same may be amended or replaced from time to time.

DEVELOPMENT	means "development" as defined in section 4.20 of the Zoning Bylaw.
DRAINAGE SYSTEM	means all storm sewer works and appurtenances owned, controlled, maintained and operated by the <b>City</b> , including, without limitation, storm sewers, <b>watercourses</b> , storm service connections, detention facilities, pumping stations and outfalls located on or in <b>City land</b> .
ENHANCEMENT	means "enhancement" as defined in the Zoning Bylaw.
ENVIRONMENT	means air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
INSPECTION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when submitting an application for a <b>permit</b> .
OWNER	means a <b>person</b> who is the registered owner of a <b>parcel</b> .
PARCEL	means a lot, block, or other area in which land is held, or into which land is legally subdivided.
PERMIT	means permission or authorization in writing from the <b>City</b> representative under this bylaw to construct and use a <b>watercourse</b> crossing regulated by this bylaw.
PERSON	means the <b>City</b> , a government body, a <b>utility company</b> , an individual, corporation, partnership or other legal entity.
POLLUTION	means any substance, whether liquid or solid, that damages or is capable of damaging the <b>environment</b> and includes any substance or combination that does not conform to the British Columbia Water Quality Guidelines for the Protection of Aquatic Life and/or the Canadian Council of Ministers of the Environment Water Quality Guidelines for the Protection of Aquatic Life.
PROFESSIONAL ENGINEER	means a <b>person</b> who is registered or licensed as a professional engineer pursuant to the <i>Engineers and Geoscientists Act,</i> R.S.B.C. 1996, c. 116.

QUALIFIED ENVIRONMENTAL PROFESSIONAL		•	professional orester and/or	0,
	education, ex	xpertise, acc sensitive ei	umbia, with de reditation, and nvironments, e ent.	knowledge

**RIPARIAN AREA REGULATION** means *Riparian Area Regulation*, B.C. Reg. 376/2004, as may be amended or replaced.

**RIPARIAN MANAGEMENT**means "riparian management area" as defined in the<br/>Zoning Bylaw.

RIPARIAN VEGETATIONmeans the Riparian Area Regulation re-vegetationGUIDELINESguidelines, as amended and replaced from time to<br/>time.

SECURITY DEPOSIT means the sum of \$5000.00.

UTILITY COMPANY means a public or private utility company which makes an **application**.

WATERCOURSE means a natural or man-made channel through which water flows at any time of the year and includes a ditch, slough, brook, river, stream, creek, lake, pond and any other body of water running through or situated partially or fully on **City land**.

WATERCOURSE CROSSING means any bridge, culvert including all appurtenances or any other construction spanning a watercourse located on City land.

WATERCOURSE CROSSING means a person who owns a watercourse OWNER crossing.

**ZONING BYLAW** means *Richmond Zoning Bylaw 8900,* as may be amended or replaced."

# PART 2: APPLICATION AND AGREEMENT

#### 2.0 Application and Agreement

No person shall:

- (a) pollute, obstruct or impede the flow of any **watercourse** or waterworks (including drain or sewer) in the **City**; or
- (b) place any fill, concrete, timber or any other structure or material into a **watercourse** in the **City**, except as set out in subsection 2.2.

- 2.2 No **person** shall construct or cause to be constructed or use any **watercourse crossing** unless the following requirements are met:
  - (a) the **applicant** submits an **application** to the **General Manager** as set out in subsection 2.3;
  - (b) the applicant has paid the City the application fee, the inspection fee, and, if applicable, the City design option fee, and provided to the City the security deposit;
  - (c) the **applicant** enters into an **agreement** with the **City** regarding the proposed **watercourse crossing**; and
  - (d) the **applicant** has obtained a **permit** to construct and use the proposed **watercourse crossing**.
- 2.3 The **application** referred to in subsection 2.2(a) shall include:
  - (a) either of the following:
    - i. design drawings prepared for the applicant; or
    - ii. City design drawings prepared for the applicant; and
  - (b) any supporting documentation requested by the **City** in connection with the **application**.
- 2.4 The **City representative** is authorized to execute **agreements** on behalf of the **City** if the **City representative** is satisfied that the requirements of this bylaw have been met and that no reason exists why the **City** should not enter into an **agreement**.

# PART THREE: PERMIT

- 3.0 Permit
- 3.2 The **City representative** is authorized to execute **permits** on behalf of the **City** if the **City representative** is satisfied that the **application** has been approved, an **agreement** has been entered into, and all required fees have been paid and the **security deposit** has been provided.

# PART FOUR: CONSTRUCTION OF WATERCOURSE CROSSING, SECURITY DEPOSIT AND INSURANCE

- 4.0 Construction of Watercourse Crossing, Security Deposit and Insurance
- 4.1 The applicant must construct the watercourse crossing:
  - (a) as contemplated by this bylaw and the **application**;

- (b) in accordance with the design approved by the City;
- (c) in accordance with **construction and maintenance requirements**;
- (d) so that it does not materially interfere with the **City**'s **drainage system** or any **City land;**
- (e) so as to protect water quality within the **watercourse** from sediment and other potential **pollution**, and to minimize the impact on **watercourse** and riparian ecology; and
- (f) only after receiving all other regulatory permits and approvals required to undertake the work, including wildlife salvage for aquatic species performed by a **Qualified Environmental Professional.**
- 4.2 After completion of construction of the watercourse crossing, the applicant must:
  - (a) in accordance with construction and maintenance requirements, clean and restore any portion of City land affected by the construction of the watercourse crossing to the condition in which it existed prior to the construction of such watercourse crossing, as determined by the City;
  - (b) re-instate all legal survey monuments and property pins removed or displaced by the construction of the **watercourse crossing**;
  - (c) re-instate any disturbed watercourse bank or riparian areas such that sediment erosion is controlled and plantings provide equal or better riparian protection as existed prior to construction to the satisfaction the City and (if applicable) Fisheries and Oceans Canada;
  - (d) complete As-Constructed drawings; and
  - (e) if the application is for the construction of a bridge, after completion of construction of the bridge, provide a certification letter signed and sealed by a professional engineer stating that a professional engineer has inspected the bridge, that the bridge was constructed in accordance with the design forming part of the application, and that the bridge can service the parcel without any detrimental impact to other nearby parcels, properties and/or the City's drainage system.
- 4.3 As security for the performance of the **applicant**'s obligations in sections 4.1 and 4.2, the **applicant** must provide the **City** with a **security deposit**.
- 4.4 The **City** may utilize all or any portion of the **security deposit** if the **applicant** breaches its obligations contained in sections 4.1 and 4.2. If the **City**, without obligation to do so, remedies any breach of this bylaw and the cost of such undertaking exceeds the amount of the **security deposit**, the **applicant** shall pay to the **City** any amount exceeding the amount secured.
- 4.5 During the course of construction of the **watercourse crossing**, the **applicant** must maintain, and provide to the **City** evidence of, comprehensive general liability insurance with a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage. The insurance must be endorsed to add the **City** as an additional

insured and contain a provision requiring that at least 30 days' notice be given to the **City** prior to cancellation or expiry.

# PART FIVE: OWNERSHIP OF WATERCOURSE CROSSING

### 5.0 Ownership of Watercourse Crossing

- 5.1 Subject to section 5.2, despite the watercourse crossing being on City land, the owner of the parcel fronting the watercourse crossing shall be deemed to be the watercourse crossing owner.
- 5.2 If the **applicant** for the **permit** is a **utility company**, the **utility company** shall be deemed to be the **watercourse crossing owner**.
- 5.3 The watercourse crossing owner must provide to any prospective owner of the watercourse crossing a copy of the permit relating to the watercourse crossing.

# PART SIX: MAINTENANCE OF WATERCOURSE CROSSING

## 6.0 Maintenance of Watercourse Crossing

- 6.1 During the lifetime of the watercourse crossing, the watercourse crossing owner must, to the City's satisfaction, maintain, repair and replace the watercourse crossing as necessary to ensure that it is in a safe condition for all purposes, does not hinder, impede or interfere with the drainage system, does not cause undue damage to the watercourse ecology or cause the introduction of pollution to the watercourse, and, without limiting the generality of the foregoing, ensure that the watercourse crossing complies with construction and maintenance requirements.
- 6.2 The watercourse crossing owner must notify the **City** in writing five (5) business days in advance of any work described in section 6.1 which the watercourse crossing owner intends to perform.
- 6.3 If the **watercourse crossing** is within an area designated as a **Riparian Management Area**, written approval from Fisheries and Oceans Canada and the City must be received prior to maintenance or modification of the **watercourse crossing** or the **watercourse**.

# PART SEVEN: REMEDIAL ACTION

- 7.0 Remedial action
- 7.1 If a watercourse crossing is:
  - (a) not in accordance with this bylaw, the application and/or the permit;
  - (b) causing a detrimental impact to other **parcels**, properties, the **drainage system**, or structures;
  - (c) causing a detrimental impact to the aquatic environment or causing the introduction of **pollution** to the **watercourse**;

- (d) affecting public safety; or
- (e) not permitting adequate drainage,

the **City representative** may require the **watercourse crossing owner** at its own expense to remove, repair or replace a **watercourse crossing** in accordance with **construction and maintenance requirements** and clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing**, as determined by the **City** and to the satisfaction of Fisheries and Oceans Canada (if applicable).

- 7.2 If an event referred to in section 7.1 has occurred, the **City representative** shall notify the **watercourse crossing owner** in writing, specifying:
  - (a) the work to be undertaken; and
  - (b) the period of time within which the work must be completed.
- 7.3 Where the **City** has determined that the **watercourse crossing owner** has failed to construct, install, remove, repair or replace a **watercourse crossing** in accordance with **construction and maintenance requirements** and/or clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing** within a reasonable period of time, all as determined by the **City**, the **City** may take whatever action the **City** considers necessary to remedy the situation without the necessity of full compliance with the provisions of this bylaw at the time it is undertaken. The **watercourse crossing owner** will pay to the **City**, on demand by the **City**, all expenses incurred by the **City** exercising its rights pursuant to this section 7.3.
- 7.4 Where the **City** has determined that there has been a possible contravention of this bylaw which poses a possible threat to the **environment** or the health or safety of individuals, and immediate action is required to remedy the situation, the **City** may immediately take whatever action the **City** considers necessary to remedy the situation without the necessity of full compliance with the provisions of this bylaw at the time it is undertaken. The **watercourse crossing owner** will pay to the **City**, on demand by the **City**, all expenses incurred by the **City** exercising its rights pursuant to this section 7.4.
- 7.5 If the **watercourse crossing owner** has failed to pay the costs incurred by the **City** in exercising its rights pursuant to section 7.3 and/or section 7.4 before the 31<sup>st</sup> day of December in the year that the corrective action was taken, the **City**'s costs may, at the **City**'s discretion, be added to and from part of the taxes payable in connection with the **parcel** fronting the **watercourse crossing** as taxes in arrears.

# PART EIGHT: PROTECTION OF RIPARIAN MANAGEMENT AREAS

#### 8.0 Riparian Management Areas

- 8.1 No person shall commence or conduct, or cause to be commenced or conducted, any **development** on land situated in a **riparian management area**, unless:
  - (a) it is for the purposes of **enhancement**, satisfactory to the **City representative**; or

- (b) is authorized by a **City** permit and is in accordance with the **Riparian Area Regulation**, and any other applicable Federal or Provincial legislation and **City** bylaw.
- 8.2 A person who applies, under the **City**'s *Building Regulation Bylaw No. 7230*, for a permit to authorize the construction of, demolition of, or addition to a single or two family dwelling, accessory building and/or structure, and/or any ancillary **development** (such as services permitted by the City) on property that contains all or a portion of a **riparian management area**, must include in, or submit with, the application:
  - (a) a survey of the property and delineation of the **riparian management area** on all site plans and site surveys;
  - (b) a description of how fill will be contained outside of the riparian management area, including but not limited to, showing the location of a retaining wall on the building site plan, and/or providing a site level grading plan showing proposed and existing elevations;
  - (c) inclusion of the following **riparian management area** site note on all site plans and site surveys:

"City of Richmond Riparian Management Area (RMA)

- The RMA must not be altered except in accordance with a City approved permit, or authorized enhancement. No tree, shrub or ground cover removal; no storage of materials; no building, structure or surface construction including retaining walls can occur in an RMA.
- A brightly coloured, temporary fence of a minimum height of 1.2 m must be erected at least 2 m outside of the RMA. An erosion and sediment control fence must be installed on the property side of the brightly coloured fence. All additional RMA protection measures, as defined by the City must also be installed/completed.
- All protective fencing and erosion and sediment control measures must be in place before development begins, and remain in place until development is complete and final approval received.
- The landowner is responsible to restore to the satisfaction of the City any unauthorized development within the RMA.";
- (d) a **riparian management area** building permit application review fee above in the amount set out from time to time in the *Consolidated Fees Bylaw No. 8636*.
- 8.3 The **City representative** is authorized to enter on property at any time to:
  - (a) determine whether or requirements of this or any applicable **City** bylaw, or Federal and Provincial statutes or regulations, are being met and
  - (b) undertake an inspection to determine the work and measures required to restore the **riparian management area** affected by such contravention, in accordance with **riparian vegetation guidelines** and all applicable best management practices;

- 8.4 If **development** occurs in a **riparian management area** in contravention of Section 8.1 above, the **City representative**:
  - (a) may order in writing the owner and/or occupant of the property to, at their sole expense, restore any portion of riparian management area on or adjacent to the property affected by such contravention, and may require such restoration work and measures to be overseen by a Qualified Environmental Professional, and may require such restoration work and measures to be completed within a specified period of time. Upon receipt, the owner and/or occupant shall take whatever action is specified in the order within the time period specified therein; and
  - (b) may require additional inspections to confirm the undertaking and completion of restoration work and measures ordered pursuant to subsection (a) above, and compliance with **City** bylaws, and Federal and Provincial statutes and regulations.
- 8.5 The owner of the property must pay the non-refundable **riparian management area** inspection fees for the inspections referred to in sections 8.3 and 8.4 above in the amount set out from time to time in the *Consolidated Fees Bylaw No. 8636*.

# PART NINE: TERMINATION

- 9.0 Termination
- 9.1 The **City representative** may terminate a **permit** at any time and for any reason upon providing the **watercourse crossing owner** with a written notice of the same. If the **watercourse crossing owner** receives such a notice, the **watercourse crossing owner** shall at its own expense remove the **watercourse crossing** and restore the **City land** affected by such removal within the time specified in the notice and to the satisfaction of the **City** and Fisheries and Oceans Canada (if applicable), and in accordance with **construction and maintenance requirements**, clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing**, as determined by the **City**.

# PART TEN: LOCAL AREA SERVICES PROGRAM

### 10.0 Local Area Services Program

10.1 A watercourse crossing is not a permanent component of any drainage system. If a Local Area Services Program becomes effective in the area in which a parcel fronting the watercourse crossing is located, the City will remove the watercourse crossing as part of the Local Area Services Program and the owner will be required to pay the owner's portion of the Local Area Services Program fees.

# PART ELEVEN: VIOLATIONS AND PENALTIES

### 11.0 Offences and Penalties

11.1 (a) A violation of any of the provisions identified in this bylaw shall result in liability for penalties and late payment amounts established in Schedule A of the *Notice* of Bylaw Violation Dispute Adjudication Bylaw No. 8122; and

- (b) A violation of any of the provisions identified in this bylaw shall be subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122* in accordance with the *Local Government Bylaw Notice Enforcement Act*, SBC 2003, c. 60.
- 11.2 Every **person** who contravenes any provision of this bylaw is considered to have committed an offence against this bylaw and is liable on summary conviction, to the penalties provided for in the *Offence Act*, RSBC 1996, c. 338, and each day that such violation is caused, or allowed to continue, constitutes a separate offence.

# PART TWELVE: PREVIOUS BYLAW REPEAL

#### 12.0 Previous Bylaw Repeal

12.1 *Ditch and Watercourse Protection and Regulation Bylaw No.*7285 (adopted December 17, 2001) is repealed.

# PART THIRTEEN: SEVERABILITY AND CITATION

#### 13.0 Severability and Citation

- 13.1 If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 13.2 This bylaw is cited as "Watercourse Protection and Crossing Bylaw No. 8441."

#### Excerpts out of the Richmond Zoning Bylaw No. 8500

# 4.20 Riparian Management Area Protection [Bylaw 9871, Sep 4/18]

- 4.20.1 All lands, **lots** and **sites** containing all or a portion of a **riparian management area**, are subject to the regulations set out in this Section 4.20, except for: <sup>[Bylaw 9871, Sep 4/18]</sup>
  - a) those lands and uses permitted in the Agricultural Land Reserve that are exempt from the Riparian Area Regulation; <sup>(Bylaw 9871, Sep 4/18)</sup>
  - b) those lands within City rights-of-way and unopened roads used for the construction, maintenance or operation of municipal works and services that are not ancillary to commercial, industrial or residential development activity. <sup>[Bydaw 9871, Sep 4/18]</sup>
- 4.20.2 For the purposes of this Section 4.20, "development" is defined to mean any of the following activities associated with or resulting from residential, commercial or industrial activities or ancillary activities: <sup>[Bylaw 9871, Sep 4/18]</sup>
  - a) removal, alteration, disruption or destruction of vegetation; [Bylaw 9871, Sep 4/18]
  - b) disturbance of soils; [Bylaw 9871, Sep 4/18]
  - c) construction, erection, modification, conversion, enlargement, reconstruction, alteration, placement, or addition of buildings and structures; <sup>(Bydaw 9871, Sep 4/18)</sup>
  - creation of non-structural impervious or semi-impervious surfaces, including hardsurfacing; <sup>[Bylaw 9871, Sep 4/18]</sup>
  - e) flood protection works; [Bylaw 9871, Sep 4/18]
  - f) construction of roads, trails, docks, wharves and bridges; [Bylaw 9871. Sep 4/18]
  - g) provision and maintenance of sewer and water services; [Bylaw 9871. Sep 4/18]
  - h) development of drainage systems; [By/aw 9871. Sep 4/18]
  - i) development of utility corridors (including urban services, major utilities, and minor utilities); and/or <sup>[Bylaw 9871, Sep 4/18]</sup>
  - j) subdivision. [Bylaw 9871. Sep 4/18]
- 4.20.3 No development is permitted within a riparian management area, unless: [Bylaw 9871, Sep 4/18]
  - a) it is for the purposes of enhancement; or (Bytaw 9871, Sep 4/18)
  - b) is authorized by a **City** permit and is in accordance with the **Riparian Area Regulation**, and any other applicable Federal or Provincial legislation and **City** bylaw, and <sup>[Bylaw 9871, Sep 4/18]</sup>

is in accordance with any applicable best management practices. [Bylaw 9871, Sep 4/18]

- 4.20.4 Notwithstanding the **setbacks** specified elsewhere in this bylaw, including any **zone**: <sup>[Bylaw 9871.</sup> Sep 4/18]
  - a) for a lot containing or adjacent to a minor designated stream, the setback is 5.0 m measured perpendicular from the top of bank; <sup>[Bylaw 9871, Sep 4/18]</sup>
  - b) for a lot containing or adjacent to a major designated stream, the setback is 15.0 m measured perpendicular from the top of bank; and <sup>[By/aw 9871, Sep 4/18]</sup>
  - c) for a lot abutting a road where a minor or major designated stream is adjacent to the far side of the abutting road, the setback is measured perpendicular from the crown of the road rather than the top of bank, <sup>[Bytaw 9871, Sep 4/18]</sup>

unless the setbacks applicable to that lot from any lot line would result in a larger setback, in which case the zone's lot line setbacks would apply. [Bytaw 9871. Sep 4/18]

<b>Engineering Design Specifications</b>	<b>Current Unauthorized Conditions</b>
Minimum pipe size for culverts: 600 mm	300 mm
Minimum pipe grade: 0.05%	Unknown
Pipe joints: all joints shall be gasketed and water tight	No coupling or manhole present at the connection to the 600 mm pipe to the east
Manhole: at every change in pipe size	Not present
Inspection chamber: invert elevation shall be calculated so that the furthest point on the lot must be capable of being drained	Rim of the inspection chamber sits higher than the surrounding surface
Service connection: to be installed perpendicular to the main	Includes a 90-degree vertical bend, preventing future maintenance on the inspection chamber and any blockages in the lateral will be unreachable

## Attachment 4

### Photos



March 18, 2020 – CCTV unable to inspect unauthorized crossing due to missing manhole



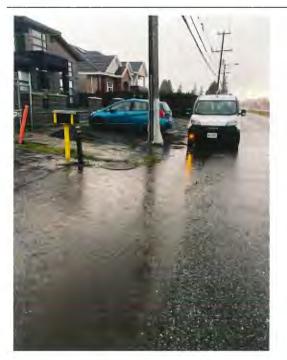
January 24, 2020 – Rim of inspection chamber located above surrounding ground elevation



January 24, 2020 – failing decorative wall on property line adjacent to infill



January 24, 2020 – 90-degree vertical bend service connection



January 24, 2020 - Localized ponding



January 24, 2020 – Localized ponding



May 2, 2017 - RMA non-compliance prior to unauthorized ditch infill



January 24, 2020 – Unauthorized Watercourse Crossing

## Excerpts of the Community Charter

## Municipal action at defaulter's expense

**17** (1)The authority of a council under this or another Act to require that something be done includes the authority to direct that, if a person subject to the requirement fails to take the required action, the municipality may

(a)fulfill the requirement at the expense of the person, and (b)recover the costs incurred from that person as a debt.

(2)Division 14 [*Recovery of Special Fees*] of Part 7 [*Municipal Revenue*] applies to an amount recoverable under subsection (1) that is incurred for work done or services provided in relation to land or improvements.

# **Division 12 — Remedial Action Requirements**

## **Council may impose remedial action requirements**

(1)A council may impose remedial action requirements in relation to

 (a)matters or things referred to in section 73 [hazardous conditions],
 (b)matters or things referred to in section 74 [declared nuisances], or

(c)circumstances referred to in section 75 [harm to drainage or dike].

(2)In the case of matters or things referred to in section 73 or 74, a remedial action requirement

(a)may be imposed on one or more of

(i)the owner or lessee of the matter or thing, and

(ii) the owner or occupier of the land on which it is located, and

(b)may require the person to

(i)remove or demolish the matter or thing,

(ii)fill it in, cover it over or alter it,

(iii)bring it up to a standard specified by bylaw, or

(iv)otherwise deal with it in accordance with the directions of council or a person authorized by council.

(3)In the case of circumstances referred to in section 75, a remedial action requirement

(a)may be imposed on the person referred to in that section, and

(b)may require the person to undertake restoration work in accordance with the directions of council or a person authorized by council.

# **Hazardous conditions**

**73** (1)Subject to subsection (2), a council may impose a remedial action requirement in relation to any of the following:

(a) a building or other structure, an erection of any kind, or a similar matter or thing;

(b)a natural or artificial opening in the ground, or a similar matter or thing;

(c)a tree;

(d)wires, cables, or similar matters or things, that are on, in, over, under or along a highway;

(e)matters or things that are attached to a structure,

erection or other matter or thing referred to in paragraph (a) that is on, in, over, under or along a highway.

(2)A council may only impose the remedial action requirement if

(a)the council considers that the matter or thing is in or creates an unsafe condition, or

(b)the matter or thing contravenes the Provincial building regulations or a bylaw under section 8 (3) (1) *[spheres of authority — buildings and other structures]* or Division 8 *[Building Regulation]* of this Part.

# **Declared nuisances**

**74** (1)A council may declare that any of the following is a nuisance and may impose a remedial action requirement in relation to the declared nuisance:

(a)a building or other structure, an erection of any kind, or a similar matter or thing;

(b)a natural or artificial opening in the ground, or a similar matter or thing;

(c)a drain, ditch, watercourse, pond, surface water, or a similar matter or thing;

(d)a matter or thing that is in or about any matter or thing referred to in paragraphs (a) to (c).

(2)Subsection (1) also applies in relation to a thing that council considers is so dilapidated or unclean as to be offensive to the community.

# Harm to drainage or dike

**75** A council may impose a remedial action requirement if a person has

(a)obstructed, filled up or damaged a ditch, drain, creek or watercourse that was constructed or improved under this Act or the *Local Government Act*, or

(b)damaged or destroyed a dike or other drainage or reclamation work connected with it.

# Time limit for compliance

**76** (1)The resolution imposing a remedial action requirement must specify the time by which the required action must be completed.

(2)Subject to section 79 [shorter time limits in urgent circumstances], the time specified under subsection (1) must not be earlier than 30 days after notice under section 77 (1) [notice to affected persons] is sent to the person subject to the remedial action requirement.

(3)The council may extend the time for completing the required action even though the time limit previously established has expired.

# Notice to affected persons

**77** (1)Notice of a remedial action requirement must be given by personal service or by registered mail to

(a)the person subject to the requirement, and(b)the owner of the land where the required action is to be carried out.

(2)In addition, notice of the remedial action requirement must be mailed to

(a)each holder of a registered charge in relation to the property whose name is included on the assessment roll, at the address set out in that assessment roll and to any later address known to the corporate officer, and
(b)any other person who is an occupier of that land.

(3)A notice under this section must advise

(a)that the person subject to the requirement, or the owner of the land where the required action is to be carried out, may request a reconsideration by council in accordance with section 78 [person affected may request reconsideration], and

(b)that, if the action required by the remedial action requirement is not completed by the date specified for compliance, the municipality may take action in accordance with section 17 *[municipal action at defaulter's expense]* at the expense of the person subject to the requirement.

### Person affected may request reconsideration by council

**78** (1)A person who is required to be given notice under section 77 (1) [notice to affected persons] may request that the council reconsider the remedial action requirement.

(2)Subject to section 79 [shorter time limits in urgent circumstances], a request under subsection (1) must be made by written notice provided within 14 days of the date on which the notice under section 77 (1) was sent or a longer period permitted by council.

(3)If the council receives a notice that complies with subsection (2), it must provide the person with an opportunity to make representations to the council.

(4)After providing the opportunity referred to in subsection (3), the council may confirm, amend or cancel the remedial action requirement.

(5)Notice of a decision under subsection (4) must be provided in accordance with section 77 (1) and (2) [notice to affected persons].

### Shorter time limits in urgent circumstances

**79** If the council considers that there is a significant risk to health or safety if action is not taken earlier, the resolution imposing the remedial action requirement may

(a)set a time limit under section 76 [time limit for compliance] that is shorter than the minimum otherwise applicable under subsection (2) of that section, and
(b)set a time limit for giving notice under section
78 [persons affected may request reconsideration] that is shorter than the limit otherwise applicable under subsection
(2) of that section.

## Recovery of municipal costs through sale of property

**80** (1)This section applies to remedial action requirements in relation to the following:

(a)matters or things referred to in section 73 (1)

(a) [unsafe and non-complying structures];

(b)matters or things referred to in section 74 (1)

(a) [nuisances in relation to structures];

(c)matters or things referred to in section 74 (1)

(d) [nuisances in relation to things in or near

*structures]* that are in or about a matter or thing referred to in section 74 (1) (a).

(2)Subject to this section, if a remedial action requirement has not been satisfied by the date specified for compliance, the municipality may sell the matter or thing in relation to which the requirement was imposed or any part or material of it.(3)The earliest date on which the municipality may sell property referred to in subsection (2) is the later of

(a) the date specified for compliance, and

(b)60 days after the notice under section 77 (1) [notice to affected persons] is given.

(4) If a municipality sells property under this section, it

(a)may retain from the proceeds

(i)the costs incurred by the municipality in carrying out the sale, and

(ii)if applicable, the costs incurred by the municipality in exercising its power under section 17 [municipal actions at defaulter's expense] that have not yet been paid by the person subject to the requirement, and (b)must pay the remainder of the proceeds to the owner or other person lawfully entitled.

(5)For certainty, the authority under this section is in addition to that provided by section 17 [municipal action at defaulter's expense].

Attachment 6



Scope of Work Engineering and Public Works Engineering Planning

Contact the City's Engineering Planning department (Corrine Haer at 604-276-2026) to confirm exact scope. Scope will include, but not be limited to the following and may include additional measures as directed by the General Manager, Engineering and Public Works, to restore the ditch to its previous condition.

- All work outlined below must be overseen and inspected by a Qualified Environmental Professional
- Upon completion of restoration back to RMA Watercourse, a report that documents all restoration activities is required. The report needs to contain a chronological break down of all activities and describe compliance to the various measures.
- A restoration monitoring schedule will need to be created including invasive species removal and management provisions, watering schedule, and a post-planting monitoring period.
- A pre-construction meeting must be held at the property with the Qualified Environmental Professional, any contractors involved and City staff
- All material removal must be sent to a permitted site under the guidance of the QEP and in accordance with all applicable Acts, statutes, regulations, and decisions and orders of any person or body having jurisdiction over the Lands
- Remove existing decorative wall that encroaches into the RMA buffer zone
- Remove existing culvert and reinstate RMA ditch with proper grading and 1:1 ditch bank slope
- Construct mini lock block headwall on west side of ditch
- Reconstruct retaining wall on the east side of the ditch (if required)
- Renew existing culvert under driveway (if required)
- Staff recommend using a hydro vac or manual excavation near the submerged retaining wall
- Re-vegetate and stabilize the RMA per the planting plan as explained in Appendix A of the Construction Environmental Management Plan for 13740 Westminster Hwy, dated October 2, 2018 by Madrone Environmental Services Ltd. for the private property impacts
- Unplanted areas should be seeded with the City's preferred 100% native riparian seed mix supplied by Premier Pacific Seeds and covered with coconut matting.



For more information on the appropriate seed mix for a project please contact Environmental Sustainability.

Supplier	Premier Pacific Seeds Ltd					
Application type	Coastal roadside riparian					
Functions and Features	<ul> <li>erosion and sediment control</li> <li>pollinator attractant</li> <li>mitigate invasive plant growth in disturbed soils</li> <li>low growth height</li> </ul>					
Sowing time	Fall and spring					
Sowing rate	40 – 50 kg/ha					
Cost	\$35/kg					
Notes	This is the preferred mix to be used in the City's Riparian Management areas as it is comprised of all native grasses and will suppor habitat functions in these areas.					
Seed Mix	% by weight	Seeds'	% by Sead Count			
Agrostis exarata, Spike Bentgrass*	1.00	6,000,00 0	21.30			
Bromus sitchensis, Alaska (Sitka) Brome*	40.00	100,000	14.20			
	3.00	2,100,00 0	22.36			
Deschampsia cespitosa, Tufted Hairgrass*						
	15.00	600,000	31.95			
Deschampsia cespitosa, Tufted Hairgrass* Festuca rubra, Native Red Fescue* Hordeum brachyantherum, Meadow Barley*	15.00 41	600,000 70,000	31.95 10.19			

Attachment 7



CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

# **13740 Westminster Highway**

百合者;

Swam Panesar 2380 Shell Road Richmond, BC V6X 2P1

S\*\* REVISION BY:

Stephen Ostensen, AScT

October 2, 2018

Madrone Environmental Services Ltd.

DOTAICH ID 0168

WARMINE ENVIRONMENTAL SERVICES LTD



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# CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

# **13740 Westminster Highway**

### 1 Introduction

The purpose of this report is to provide the property owner of 13740 Westminster Highway, Richmond BC with a revised Construction Environmental Management Plan (CEMP) to address non-compliant work conducted within the City of Richmond (City) Riparian Management Area (RMA). Non-compliant works associated with construction of a large single family home in 2018 include:

- A septic tank system installed within the RMA, and;
- A retaining wall installed below the top of bank, and above the highwater mark (HWM) within the RMA.

The approved Building Permit indicated that a retaining wall was to be installed outside of the RMA setback and the RMA was to be restored to its native condition per the approved Construction Environmental Management Plan (CEMP) and Restoration Plan created by prepared by Madrone Environmental Services Ltd. (Madrone 2017). The septic tanks system was designed and installed under supervision of Cleartech Consulting Ltd. (Cleartech) within the RMA in 2018. The septic tank system has since been accepted by the City and is to remain in the current location. However, the retaining wall installed by the owner has not been approved, and the City requires it to be removed.

### 2 Background

Madrone provided the City and Swarn Panesar (owner) a CEMP on January 27, 2017 to accompany a building permit application for proposed development of a new single family home at 13740 Westminster Highway. As part of the building permit review, City staff conducted a site inspection of the works permitted under Building Permit 16-753783-B7 on April 12, 2017. The City determined that vegetation had been removed and

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soils disturbed within the RMA at 13740 Westminster Highway in advance of permit approval, and that no measures recommended by Madrone to protect the RMA had been implemented. The owner was issued a letter of Non-compliance and notice of Unauthorized Impacts to the City's RMA on April 12, 2017. The property owner was ordered by the City to install temporary measures in accordance with info-bulletin 23 to mitigate further impacts to the watercourse and to hire a QEP to prepare a revised CEMP and Restoration and Planting Plan to restore the RMA to its natural state.

In support of the building permit application, Madrone provided the City and the owner a revised CEMP and Remediation Plan on May 17, 2017. The CEMP and Remediation Plan outlined measures to restore the slope and stability of the top of bank and re-vegetate the RMA. In addition Madrone coordinated with Joss Design Inc. (architect) to include the 5 metre RMA setback and 2 m RMA buffer boundaries on the approved site plan.

On September 13 2017, City of Richmond staff conducted a site inspection of the works permitted under Building Permit 16-753783-B7. The City determined that no RMA Restoration work had been completed. Further non-compliance included a newly installed septic tank system and a retaining wall within the 5 metre RMA setback without City approval. To achieve compliance with the City approved building permit, the Watercourse Protection Bylaw No. 8441, the Provincial Riparian Area Regulation (RAR) re-vegetation Guidelines, and this revised and updated 2018 CEMP and Restoration and Planting Plan; the RMA is required to be stabilized, restored and re-vegetated and the retaining wall pushed back to re-establish as much of the RMA while ensuring the structural integrity of the septic tank system is maintained.

A revised site plan reflecting the septic tank system dimension and location within the RMA has been prepared by Cleartech Consulting Ltd. and is included in Appendix II.

An updated RMA Restoration and Planting Plan has been prepared by Madrone and is included in Appendix I. All septic tank system dimensions, location, stability recommendations, and re-location of the retaining wall specification are per Cleartech Consulting Ltd. design.

After the City of Richmond's approval of this CEMP and RMA Restoration and Planting Plan to ensure compliance with Bylaw requirements, all RMA Restoration and protection measures outlined in this report must be in place prior to any work being started and must be inspected by a QEP prior to construction and remain installed and maintained until construction is complete. A pre-construction meeting must be held at the property with Madrone and any contractors involved in the Restoration activities covered in this report.

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### 2.1 Site Location

The subject property covers an area of 0.1 (ha) and is situated in the Agricultural Land Reserve (ALR). It is located in south Richmond along Westminster Highway, near the corner of No.6 Road, and is bounded by single family homes to the west and south, a church and parking lot to the east and Westminster Highway to the north (Figure 1). The parcel is zoned AG1.



FIGURE 1 OVERVIEW MAP OF SUBJECT PROPERTY, 13740 WESTMINSTER HIGHWAY, RICHMOND, BFISHERIES VALUES

The recent development is adjacent to a watercourse which runs along the north property line on the south side of Westminster Highway. The watercourse along Westminster Highway is a protected watercourse under the Provincial Riparian Area Regulation. The City has designated a Sm setback RMA along this watercourse to protect the integrity of the riparian area.

The watercourse is an unnamed, un-gazetted roadside ditch historically channelized for irrigation and flood control purposes. The water levels are managed by the City through an upstream and downstream system of valves and pumps. The watercourse flows east underneath the owner's driveway along the north property boundary on City property. The RMA affects approximately 15 m of the property frontage.

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The watercourse is not identified by any government mapping tools (i.e. iMapBC, Habitat Wizard) and there is no fish inventory data documented in the Ministry of Environment (MoE) / Fisheries and Oceans Canada (DFO) Fisheries Information Summary System (FISS) database. This watercourse is connected to the channelized stream network via a fish passable culvert along the south of Westminster Highway. This network of channelized streams and ditches are reported to support threespine stickleback (*Gasterosteus aculeatus*).

Salmonid fish presence at the subject property is unlikely due to downstream in-stream obstructions (long, narrow culverts) and flood control infrastructure. In addition, the water is apparently very high in Iron (Fe) and low in dissolved oxygen, which further limits suitability for fish and ability to sustain aquatic life.

The watercourse has a bankfull width of 5 m. The bankfull depth is 1.3 m and wetted depth was 15 cm. The streambed consists of mud (80%), sand (15%) and gravel (5%). The gradient is 1%. A retaining wall has been constructed below the top bank and above the HWM. This watercourse is considered a fish-bearing stream under the Riparian Area Regulation.

#### 2.2 Vegetation

Vegetation within and adjacent to the RMA up to the property line has been completely cleared and grubbed since April 2017. Vegetation within RMA upstream and downstream of the site consists of Himalayan blackberry (*Rubus armeniacus*), Indian Plum (*Oemleria cerasiformis*) shrub, and reed canary grass (*Phalaris arundinacea*). Streamside vegetation within Right of Way (ROW) of the watercourse consisted of mowed grass.

### 3 Measures to Protect and Maintain the RMA

The watercourse fronting 13740 Westminster Highway is part of the City's drainage infrastructure and has a designated RMA setback that measures horizontally 5 meters from top of watercourse bank. This RMA setback has been subject to non-compliant development resulting in complete removal of vegetation, disturbance of soil and installation of a septic tank system and retaining wall. The Following Restoration measures must be implemented to achieve compliance with the approved building permit.

- 1. Install erosion and sediment control measures.
- 2. Remove and re-locate the retaining wall per Cleartech specification.

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SWARN PANESAR Cemp- 13740 Westminster Highway

- 3. Re-grade the RMA and prepare soil for planting.
- 4. Re-vegetate and stabilize the RMA per the RMA Restoration and Planting Plan.
- 5. Remove ESC measures.

All work will be conducted above the HWM, and below the top of bank.

All design, planning and recommendations related to the relocation of the retaining wall and stability of the septic tank system has been provided by Cleartech. Retaining wall relocation and installation details are provided Section 3.0 of this report.

Erosion and sediment control (ESC), RMA soil stabilization measures and planting details are provided in the RMA Restoration and Planting Plan prepared by Madrone in Appendix I.

No deleterious foreign substances should be placed in the RMA (e.g., grass clippings, garbage, soil, excess fertilizer). No further removal, alteration, disruption or destruction of vegetation and soils, or installation of non-structural impervious surfaces are permitted inside the RMA.

### 3.1 Encroachment

Restoration work will be conducted within the RMA. Once the RMA is restored, there will be no further encroachment into the RMA. Septic tank maintenance and associated permitting will be the responsibility of the owner. A brightly-coloured, temporary fence of a minimum height of 1.2m will be erected at least 7 m outside of the RMA where possible. In addition, a sediment fence must be installed on the property side of the brightly-coloured fence during Restoration works to protect the RMA (Figure 2).

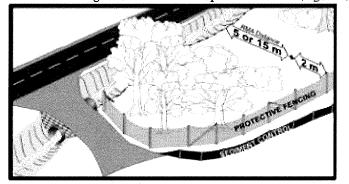


FIGURE 2. MINIMUM RMA PROTECTION MEASURES (COPIED FROM CITY OF RICHMOND WEBSITE).

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All further activities must be conducted outside of the 5 m RMA protection area and additional 2 m buffer zone.

All RMA encroachment protection measures are required to be inspected by the QEP prior to commencement of restoration activities. All fencing and sediment control must remain intact and in place throughout the entire restoration works period.

#### 3.2 Sediment and Erosion Control

Because the RMA area has been altered, cleared and the soils disturbed, risks involved with erosion and sediment transportation into the watercourse are high. Excavation activities associated with removing and relocating the retaining wall have the potential of increasing risk bank erosion and subsequent sediment transportation. Appropriate Erosion and Sediment Control (ESC) mitigation measures will be implemented prior to any site restoration activity to prevent sediment transportation. All works will be conducted under supervision of a QEP Environmental Monitor (EM) and in a manner that will prevent the release of sediment or sediment laden waters to watercourses, ditches and swales draining to fish habitat.

For erosion and sediment control to be effective on this site, it is important that the following erosion and sediment control measures be deployed in order to meet or exceed the standards outlined in the DFO "Land Development Guidelines for the protection of Aquatic Habitat".

Current Provincial Water Quality Guidelines for discharge of sediment, sediment-laden water, and turbid water are as follows:

- Water quality should not exceed 8 NTU of background in 24 hours when background is less than or equal to 8 NTU
- Water quality should not exceed 5 NTU when background is between 8 and 80 NTU
- Water quality should not exceed 10% when background is greater than or equal to 50 NTU

The following ESC measures will be deployed during the Restoration process:

 All ESC measures will be implemented under supervision and direction of an Environmental Monitor provided by Madrone.

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- Sufficient quantities of sediment fence, straw bales, and grass seed mix, necessary to stabilize disturbed ground must be onsite, or readily available for inspection and installation prior to implementing the Restoration plan.
- Prior to removing the retaining wall, the contractor must coordinate with Denbow to have the Filtrexx® FilterSoxx<sup>TM</sup> pre-filled with Certified Filtrexx® Filtermedia on site and installed by a Certified Filtrexx® Installer or under supervision by the QEP per product specification, the RMA Restoration and Planting Plan, and above the HWM.
- Sediment fencing will be installed from the top of bank and around the perimeter of the orange protective fencing.
- All disturbed slopes, watercourse banks, and ground surfaces that may contribute sediment-laden water into sensitive fish habitats during precipitation events will be stabilized with a Coastal Re-vegetation Seed Mix and protected with a hand spread layer of straw.
- ESC measures will be inspected by the EM regularly during the course of the Restoration work. Necessary repairs will be made by the contractor immediately if any damage occurs such that erosion and sediment control is compromised.
- All efforts will be made to leave undisturbed vegetation where possible.
- Work will be pursued to completion as quickly as possible once started.
- All work which involves heavy machinery that is disturbing earth material must be suspended during significant rainfall (> 25 mm of rain in a 24/hr. period). Significant rainfall will be determined by review of adjacent rain gauge stations.
- No debris is to remain below the high water mark or placed into the watercourse. All existing structure debris will be disposed of by the contractor.

#### 3.2.1 Sediment Fencing

Due to the disturbed condition of the RMA and buffer area proper installation of sediment fencing is mandatory. As much of the RMA buffer area has been developed, sediment fencing will be placed were possible at least 7 m from the top of bank and outside of the protective buffer fencing.

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The lower edge of the fence fabric must be dug into the ground and back-filled to
prevent turbid water from potentially flowing underneath the fence. The fence
must also be securely fixed to strong wooden stakes. Figure 3 below illustrates the
proper installation of a sediment fence:

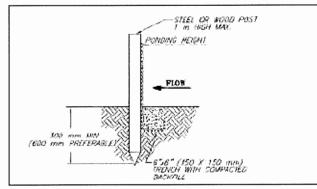


FIGURE 3. DIAGRAM OF HOW TO PROPERLY INSTALL SEDIMENT FENCING

#### 3.2.2 Slope Stability

The soil within the RMA has been disturbed and the bank is at risk of having stability issues. All unauthorized work within the RMA was identified by the City to have occurred above the high watermark of the watercourse. Per the Restoration plan and approved building permit; the loading or hydrology of the slopes contained in the channel banks will be restored to pre-disturbed condition. The top of bank of the RMA will be stabilized with willow stakes, Filtrexx® Filtersoxx and Filtermedia sediment control measures, and revegetated per the Planting Plan. All activities will be above the high water mark.

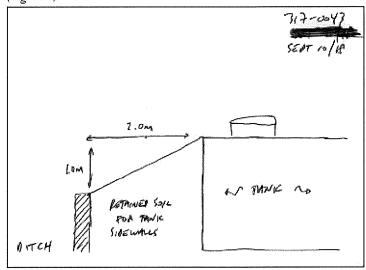
#### 4

## Septic Tank Stability and Retaining Wall Relocation

The septic tank system and revised site plan was designed and installed by Cleartech. All details regarding stability and structural integrity of the septic system and retaining wall relocation have been provided by a Certified Professional from Cleartech.

By order of the City, the retaining wall must be removed from its current location and relocated while ensuring stability of the installed septic tank system. In order to provide adequate soil pressure on the side wall of the tanks, and prevent soils from being eroded away between the tanks and ditch. Cleartech recommends a retaining wall be installed

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2.0m to the north of the tanks with the top of the wall being at least 1.0m below the top of the tanks (Figure 4).

FIGURE 4. RETAINING WALL RELOCATION DESIGN DRAWING PROVIDED BY CLEARTECH.

#### 4.1 Storm and Waste Water Management

Construction of impermeable surfaces (e.g. rooftops) generally increases the amount of storm water leaving a site in comparison to pre-development conditions. Infiltration capacity is reduced, and short-term surface run-off associated with rain events increases.

Elevated storm water run-off can have negative impacts on watercourses and groundwater resources, including a potential increase in short-lived peak flow events and a decrease in the long-term supply of water to a system, which can result in lower water levels (both surface and ground) in the summer months. The goal of storm water management is to capture storm flow and return it to natural hydrological pathways.

There are no instream works associated with this project.

#### 4.2 Fuel spill mitigation measures

- Oil, grease, or any other substance deleterious to aquatic life will be prevented from entering into any watercourse, ditch or stormsewer
- Appropriate measures must be taken to prevent fuels, lubricants, or construction wastes, from entering watercourses.

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- The contractor must keep emergency spill kit onsite; it is mandatory, will be inspected and will be required to be onsite each day the contractor's crew is working on the site
- Operators will be held responsible to ensure that oil, grease or other deleterious substances do not enter any environmentally sensitive areas.
- There is to be no machine refueling within 30 m of flowing watercourses.

The Contractor will have a spill kit capable of absorbing a 255 litre spill kit that would include:

- o 150 Absorbent Pads o 8 - 3" x 8' Absorbent Socks (Oil, Gas & Diesel) o 1-15 lb. Pail Oil Sponge o 1 Nitrile Rubber Drain Mat o 1 Pair Nitrile Gloves o 4 Disposal Bags
- Any spill of a substance toxic to aquatic life of reportable quantities will be immediately reported to the Provincial Emergency Program 24 hour phone line at 1-800-663-3456.

# 5 Environmental Monitoring

An Environmental Monitor (EM) will be onsite to monitor restoration activities to ensure the Contractor is in compliance with mitigation measures outlined in this report, the Restoration and Planting Plan, and Provincial, Federal and the City regulations.

Specific Actions Required:

- Reviewing the revised CEMP and Restoration Plan and ensuring its approval prior to any development activity;
- Completion of on-site monitoring visits throughout the restoration works period to ensure the measures are being implemented properly; and
- Completion of a final site visit to ensure that all measures were implemented as required.

Monitoring Schedule:

 An initial pre-construction meeting will be held to discuss the Restoration plans, RMA protection measures, and RMA remediation procedures. It is expected that an open

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dialogue will be maintained between the QEP and the developer prior to any work occurring within the RMA;

- The site will be visited during the mid-point of the restoration process;
- A final site visit will be completed at the end of each phase (ESC installation, excavation, retaining wall re-location, re-grading, site preparation, and re-vegetation) to ensure that all measures were followed.

Communication Plan:

- The developer will maintain open communication with the QEP prior to restoration activities occurring within or adjacent to the RMA. This will allow for site visits to be made throughout the restoration process and for modifications to be made, where necessary; and
- Upon completion of each restoration phase, the developer will contact the QEP to allow for the final site inspection to be carried out.

#### **Post Construction Report:**

As part of the monitoring process, a report that documents all restoration activities is required. The report would contain a chronological break down of all development activities and describe compliance to the various measures.

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# 7 Conclusion

As a qualified environmental professional, I hereby provide my professional opinion that if the Riparian Management Area identified in this report is protected from the development and the measures identified in this report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is currently active.

Prepared by:



Stephen Ostensen, AScT Madrone Environmental Services Ltd.

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**APPENDIX I** 

# RMA Restoration and Planting Plan Prepared by Madrone Environmental Services Ltd

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SETATION SPECIES LIST	CONDITION POT SIZE SPACING NUMBER	5	D,M #1 Pot 1.0 m	M,W #1 Pot 1.0 m	M #1 Pot 2.0 m	M #1 Pot 2.0 m	D,M #1 Pot 2.0 m	D,M #1 Pot 2.0 m	Total Shrubs	M,W #3 Pot 3.0 m	M #2 Pot 3.0 m	M #2 Pot 3.0 m	t≍M, Dry=D) Total Trees	The second secon	DATE 18/09/25 SHEET 1 of 1
RIPARIAN MANAGEMENT AREA RE-VEGETATION SPECIES LIST	LATIN NAME MICROSITE CONDITION	T	Rosa nutkana	Rubus spectabilis	-	Sambucus racemosa	Polystichum munitum	Oemleria ceraiformis		Thuja plicata	Alnus rubra	Prunus emarginata	(Wet=W, Moist=M, Dry=D)	The second secon	CITY OF RICHMOND 13740 Westminster Hwv
RIPARIA	SYMBOL COMMON NAME	4	Receipt Nootka rose	Salmonberry	(G) Red osier dogwood	(S) Red elderbeny	Sword fem	(ce) Indian Plum		(O) Western red cedar	O Red alder	Bitter cherry	- 50 m <sup>2</sup> Re-vegetation area	S O S O C S	CHECKED L.K APPROVED L.K
The primary purpose of this Riparian Management Area (RMA) remediation and planting plan is to address the installistion of a	retaining wait that is not in compliance with the City of Richmond (City) approved Building Permit, the Richmond Watercurse Preference Relaw No. Rel41, and the Provincial Rinerten Area's Preference Are and Resultation. The City has destinated the	riopecon pyer rought rought, and use rought operations are a concerned and rought and rought and the City requires that as watercourse fronting the property with a 5 mars RMA. In order to achieve building permit compliance, the City requires that as	much area is returned to the RMA as possible while ensuring the structural integrity of the septic tank system is maintained. This clarition claim is part of the revised CEMP prenared by Madrone Environmental Services Litt. dated May 2017, revised		<ol> <li>Removing the externing wall, and installing a new reterining wall per Clearfach Consulting Lid (Clearfach) edification.</li> </ol>	2. Re-grading the RMA to the Top of Bank (ToB) and stabilizing the soil by installing erosion and sediment control (ESC)	measures as specified in this RMA Ramediation and Planting plan (Madrone, 2018). 3. Restoration planting within the RMA in accordance with the Riparian Areas Regulation Re-Vegetation Guidelines (2012	and the approved Construction Environmental Management Plan (Madrone, 2018)	All planting. ESC and stability measures will be conducted and implemented above the normal high water mark (HWM). Planting Location	<ul> <li>The revegebuilden area within the RMA is approximately 15 m long x 5 m wide and is located at 13740 Westminuter</li> <li>The revegebuilden area within the RMA is approximately 15 m long x 5 m wide and is located at 13740 Westminuter</li> </ul>	rightery, routinons our installation of separa and writin the rook hard required are resolved on pointing area more to the to an approximately 50 m² sparlan strip along the south bank of a channelized stream; south of Westminster Highway.	taning Wall Relocation To remote advantas ecil creasum on the side wall of the tanks, and in neveral solar from hains ended peers between	the banks and dilch, the existing retaining wail must be namoved and relocated 2.0 m north and 1.0 m below the top of the tanks (Cleartech).	<ul> <li>Consider approved instance with a period to a main with with be registration.</li> <li>To promote that approved instance with a period bind or modulation in origination.</li> <li>So preparation market plant survival. Une noil should be grubbed to a main with with the registration of antimization of antimization density appreciation preserve, and non-neutrine invasion grouts and antimization provided with a monorable manual.</li> <li>So preparation is at this parative or modulation provided to a main with death manual of the first antimization provided and the provided manual or modulation and antimization of the RNA. Matchene recommends that microaline such as hummodod, with a policient control or an antimization to prove or deating and allocing provided to an indication and setting and the such and the provide the RNA. Matchene recommends that the primary source of deating and the manual structure in the primary source of deating and the manual structure intercommends and and the such and alloce the MNA. Matchene recommends that the primary source of deating and the matchene in the manual structure intercommends and the matchene in the such and and the such and alloce the MNA. Matchene recommends that the primary source of deating and the matchene in the such and another the such as the such and another the such as the such and another the such and another the such and another the such and another the such as the such and another the such and another the such and another the such as the such and another the such another the such and another the such another the such another</li></ul>	Threas will be plianted on 3 m centres. Anil Survival The target survival will be 80% for shrubs and 80% for trees. The target survival will be 80% for shrubs and 80% for trees. In casive plant control maintenance is required to be conducted every 4 - 6 weeks, and a watering program will be APPROVI

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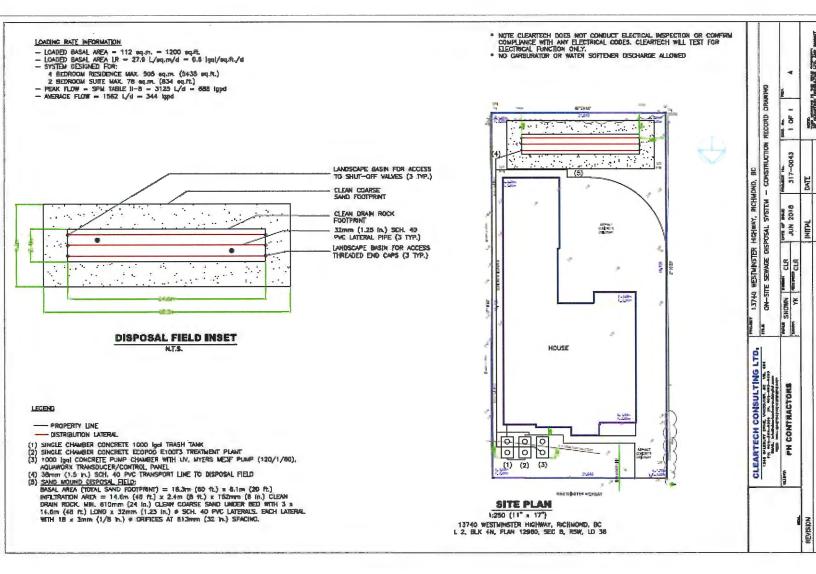
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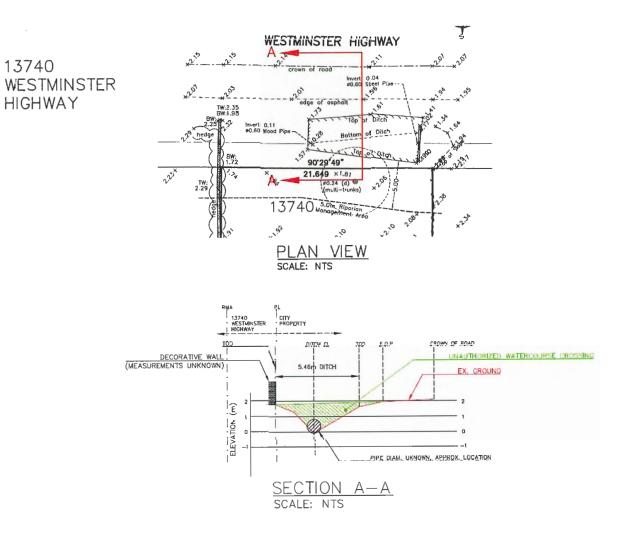
# APPENDIX II

# Site Plan Prepared by Cleartech Consulting Ltd.

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### Attachment 8





# **Report to Committee**

То:	General Purposes Committee	Date:	August 5, 2020								
From:	Jim V. Young, P. Eng. Director, Facilities and Project Development	File:	10-6000-01/2020-Vol 01								
Re:	Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre										

### Staff Recommendation

- That the submission to the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream, requesting funding of up to \$2.4 million as outlined in the report titled, "Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development be endorsed;
- That the Chief Administrative Officer and General Manager, Engineering and Public Works be authorized to enter into funding agreements with the government for the aforementioned project should it be approved for funding, as outlined in the report titled, "Investing in Canada Infrastructure Program - Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development.
- That the Minoru Place Activity Centre Project capital budget be increased by \$749,000, which will be funded by Project Developments 2020 Operating Budget account "Infrastructure Replacement" and that the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly.
- 4. That the Revised Consolidated 5 Year Financial Plan (2020-2024) be amended accordingly should the aforementioned project be approved for funding as outlined in the report titled, "Investing in Canada Infrastructure Program Minoru Place Activity Centre Conversion to Arts Centre," dated August 5, 2020 from the Director, Facilities and Project Development.

Jim V. Young, P. Eng. Director, Facilities and Project Development (604-247-4610)

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SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO						
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#### Staff Report

#### Origin

On June 25, 2020 Infrastructure Canada and the Province of British Columbia announced the Investing in Canada Infrastructure Program (ICIP) - Community, Culture and Recreation (CCR) Intake Phase 2 for infrastructure projects in communities across the province. The program supports projects that improve citizens' access to or the quality of cultural, recreational and community spaces. This second intake supports projects that can be completed by March 31, 2026 following approval, with applications due by October 1, 2020.

The purpose of this report is to seek Council's endorsement for the application submission to the CCR Stream for grant funding of up to \$2.4 million for the Minoru Place Activity Centre Conversion to Arts Centre project, which is part of the 2019 approved capital program (CB00068).

This report supports Council's Strategic Plan 2018-2022 Strategy #3 One Community Together:

Vibrant and diverse arts and cultural activities and opportunities for community engagement and connection.

3.2 Enhance arts and cultural programs and activities.

This report supports Council's Strategic Plan 2018-2022 Strategy #4 An Active and Thriving Richmond:

An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.

4.2 Ensure infrastructure meets changing community needs, current trends and best practices.

#### Analysis

#### Funding Requirements

The CCR Program supports projects that provide improved access to or increased quality of cultural, recreational and community spaces. It is a component of the over-arching ICIP which strives to create long-term economic growth, build inclusive, sustainable communities and support a low carbon, green economy. Projects must be community oriented, non-commercial in nature and open for public use. In the case of the Minoru Place Activity Centre, the facility will have spaces that bring together a variety of arts related services, programs and cultural activities that reflect local community needs.

Only one application per municipality may be submitted and projects approved for funding must complete construction by March 31, 2026. The grant application guidelines emphasize that projects most likely to receive funds would provide value for money and are proportionate to the size of the community that will benefit. Equitable distribution of funding is a consideration. In this context, projects in the \$3 million range give the City the best chance of success.

Total funding available for the second intake phase of the CCR Program is \$100.6 million. Funding requests should be reasonable as compared to the funding envelope and, while there is no stated maximum, the guidelines state that projects of \$10 million or more will be subject to climate lens assessments prior to approval. A successful grant application would preclude the City from applying for other grant opportunities for the Minoru Place Activity Centre Conversion to Arts Centre project under the ICIP program.

#### Minoru Place Activity Centre Conversion to Arts Centre

The repurposing of the Minoru Place Activity Centre for Community Arts Program and Education Space was approved by Council as part of the 2019 Capital Budget on February 11, 2019. This facility improvement includes upgrades to the building systems and conversion to an Arts Centre. This will create purpose-built spaces, so that the Arts Centre could expand its programs, better serve community need, reduce waitlist numbers and better accommodate community art groups.

Sustainable components added to the project's scope of work to better reflect the grant application criteria and provide a positive benefit to the City's energy and GHGs targets include the installation of a solar energy harvesting system through roof mounted solar panels and conversion kits. This energy will be utilized throughout the facility to offset its energy draw from conventional systems and ultimately save on energy costs.

#### Minoru Place Activity Centre – Emergency Response Centre (ERC)

On April 27, 2020 Council approved the staff recommendation to convert the Minoru Place Activity Centre to an ERC for individuals experiencing homelessness as a consequence of the COVID-19 pandemic. An agreement was reached with BC Housing whereby they would utilize the space until August 15, 2020 at such time the facility would be turned-over to the City to commence repurposing of the facility to a Community Arts Program and Education Space as directed by Council.

Given the positive community impact and successful operation of the ERC, BC Housing requested an extension to the license agreement that would allow the continued temporary use of the facility up to March 31, 2021 subject to any funding limitations they may have. A staff report recommending an extension of the license agreement with BC Housing for the temporary use of Minoru Place Activity Centre was endorsed by Council on July 27, 2020.

Occupation of the Minoru Place Activity Centre by BC Housing until March 31, 2021 will not impact the City's ability to deliver the project according to the timelines outlined in the Community, Culture and Recreation infrastructure grant terms. Design is complete and

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construction is planned to commence by April 2021 and be complete by the end of 2021. The grant terms require project completion prior to March 31, 2026.

### **Financial Impact**

The City of Richmond will be requesting up to \$2.4 million towards the Minoru Place Activity Centre Conversion to Arts Centre project under the Investing in Canada Infrastructure Program (ICIP) Community, Culture and Recreation (CCR) Stream. This request is based on a project budget of \$3,260,000 and the published infrastructure terms of 40% federal funding and 33.33% provincial funding.

Capital funding for the Minoru Place Activity Centre Improvement project has been allocated in the amount of \$2,511,000 funded from the Leisure Facilities Reserve as part of the 2019 Capital Budget. Staff recommend that an additional \$749,000 be allocated from Project Development's 2020 Operating Budget account Infrastructure Replacement. The additional funding will allow the completion of base building upgrades and sustainability features, for a total of \$3,260,000.

Should the City be successful with the grant application, the amount received will replace the \$749,000 funded from Project Development's 2020 Operating Budget and the remaining balance of the grant received will replace the funding from the Leisure Facilities Reserve.

### Conclusion

Staff are seeking Council's endorsement to submit an application to the Investing in Canada Infrastructure Program - Community, Culture, and Recreation Stream for the Minoru Place Activity Centre Conversion to Arts Centre project. The City of Richmond is requesting up to \$2.4 million of grant funding for the project.

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JY:nc