



Planning Committee

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

**Wednesday, April 4, 2018
4:00 p.m.**

Pg. # ITEM

MINUTES

PLN-4 *Motion to adopt the **minutes** of the meeting of the Planning Committee held on March 20, 2018.*



NEXT COMMITTEE MEETING DATE

April 17, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9850 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 9211/9251/9271/9291 ODLIN ROAD (POLYGON BERKELEY)**
(File Ref. No. 08-4057-05; 12-8060-20-009850) (REDMS No. 5782536; 5771223)

PLN-29

See Page PLN-29 for full report

Designated Speaker: Joyce Rautenberg

STAFF RECOMMENDATION

That Housing Agreement (9211/9251/9271/9291 Odlin Road) Bylaw No. 9850 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-778596.



PLANNING AND DEVELOPMENT DIVISION

2. **APPLICATION BY POLYGON DEVELOPMENT 218 LTD. FOR REZONING AT 3551, 3571, 3591, 3611, AND 3631 SEXSMITH ROAD FROM SINGLE DETACHED (RS1/F) TO RESIDENTIAL/LIMITED COMMERCIAL (RCL4)**

(File Ref. No. 12-8060-20-009836; RZ 17-778835) (REDMS No. 5741270; 5773064)

PLN-54

[See Page PLN-54 for full report](#)

Designated Speakers: Wayne Craig and Suzanne Carter-Huffman

STAFF RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9836, which makes minor amendments to the “Residential/Limited Commercial (RCL4)” zone specific to 3551, 3571, 3591, 3611, and 3631 Sexsmith Road and rezones 3551, 3571, 3591, 3611, and 3631 Sexsmith Road from “Single Detached (RS1/F)” to “Residential/Limited Commercial (RCL4)”, be introduced and given first reading.



3. **PROPOSED OFFICIAL COMMUNITY PLAN (CITY CENTRE AREA PLAN) AMENDMENT AT 6551 NO. 3 ROAD (RICHMOND CENTRE SOUTH REDEVELOPMENT PLAN) – REQUEST TO ENDORSE AN APPLICANT-LED PUBLIC CONSULTATION PROCESS**

(File Ref. No. CP 16-752923) (REDMS No. 5779435 v. 4)

PLN-114

[See Page PLN-114 for full report](#)

Designated Speakers: Wayne Craig and Suzanne Carter-Huffman

STAFF RECOMMENDATION

That staff be authorized to oversee an applicant-led public consultation process with respect to possible changes to the City Centre Area Plan arising from the proposed Richmond Centre South Redevelopment Plan.

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4. **RELEASE OF AGRICULTURAL LAND COMMISSION DECISION – AGRICULTURAL LAND RESERVE NON-FARM USE APPLICATION AT 18791 WESTMINSTER HIGHWAY (AG 14-668409; APPLICANT – NANAKSAR GURDWARA GURSIKH)**
(File Ref. No. AG 14-668409) (REDMS No. 5788439)

PLN-148

See Page PLN-148 for memorandum

Designated Speaker: Barry Konkin

☐

5. **MANAGER'S REPORT**

ADJOURNMENT

☐



Planning Committee

Date: Tuesday, March 20, 2018

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Chak Au
Councillor Alexa Loo
Councillor Harold Steves
Mayor Malcolm Brodie

Also Present: Councillor Carol Day
Councillor Ken Johnston

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on March 6, 2018, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

April 4, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

PLANNING AND DEVELOPMENT DIVISION

1. AGRICULTURALLY ZONED LAND: SUMMARY OF PUBLIC CONSULTATION ON LIMITING RESIDENTIAL DEVELOPMENT IN THE AG1 ZONE FOR PROPERTIES THAT ARE 0.2 HA (0.5 ACRES) OR LARGER

(File Ref. No. 08-4057-10) (REDMS No. 5766488 v. 7)

A summary of public comments received on proposed regulations related to residential development on farmland was distributed (attached to and forming part of these minutes as Schedule 1).

With the aid of a PowerPoint presentation (Copy on-file, City Clerk's Office), Barry Konkin, Manager, Policy Planning, reviewed the proposed regulations related to single family residential development on farmland and the public consultation undertaken on the matter. Also, he noted that the majority of Building Massing requirements already apply to single detached homes on farmland, and that Council can consider a temporary withholding of building permits in conflict should Council direct staff to prepare a bylaw on the proposed regulations..

Discussion took place regarding the proposed regulations related to the (i) house footprint, (ii) the maximum building height, and (iii) the feedback received from Richmond farmers.

Michelle Li, representing Richmond Farm Watch, suggested that Council consider the most restrictive option to regulate house size on farmland. Also, she expressed that farmland should be protected and that large homes on farmland negatively affect farm viability.

John Roston, 12262 Ewen Avenue, referenced his submission (attached to and forming part of these minutes as Schedule 2), and remarked on extending the foreign buyers tax to transactions involving farm properties. Also, he expressed concern with regard to the current allowable house size on farmland and suggested that the farm home plate be limited to discourage the building of large homes.

Ben Dhiman, 9360 Sidaway Road, commented that it is premature to amend regulations related to residential development on farmland and that more time is required to evaluate the impact of the current regulations. Also, he expressed concern regarding the feedback received from the non-farming community.

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In reply to queries from Committee, staff noted that so far in 2018, 16 building applications on farmland have been received. It was further noted that three permits have been issued since the adoption of the current farmland regulations, with the average size of the proposed homes to be approximately 6,800 ft².

Miles Smart, 9571 Beckwith Road, expressed support to limit house sizes on farmland to approximately 5300 ft² and was of the opinion that restricting the size of the farm home plate may not address issues related to land speculation. Also, he commented on the potential negative effect of inflated property values on the economic viability of farms.

Jim Wright, 8300 Osgood Drive, spoke on the proposed amendments and protection of farmland, suggesting that homes on farmland be limited to approximately 300m².

Anita Georgy, Executive Director, Richmond Food Security Society, commented on enhancing food security and encouraged the City to consider policies that would preserve farmland. Also, she expressed support for the most restrictive option to limit farmland residences to a maximum of 5,382 ft².

Gary Berar, 9571 No. 6 Road, expressed that more time is required to assess current farmland regulations that the proposed options may negatively impact the economic viability of farms. Also, he was of the opinion that the City should focus on the feedback provided by farmers when considering the proposed options.

Todd May, representing the Richmond Farmer's Institute and the Agricultural Advisory Committee, commented on the community support for agriculture and encouraged the City to continue with the evaluation of current farmland regulations. Also, he suggested that staff use the metric system in reports and that the City examine options to permit a secondary dwelling on farmland for farm workers.

Discussion ensued with regard to (i) increasing the permitted height of homes on farmland in order to reduce its footprint, (ii) reviewing regulations that would permit a secondary dwelling on farms for family and for farm workers, and (iii) increasing farmers' accessibility to farmland.

David Baines, 8451 Rosehill Drive, expressed that the current farmland regulations have not been effective in reducing the speculation of farmland and that further restricting home size to below the Agricultural Land Reserve guideline of 5,382 ft² may be necessary to allow farmland values to return to market standards.

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Amit Sandhu, 5700 Forsyth Crescent, expressed support for the current farmland regulations and suggested that more time be given for their evaluation. Also, he suggested that more support be given for local farms as well as farming innovation and sustainability.

Doug Wright, 11540 No. 3 Road, expressed that more time is required to evaluate the efficacy of the current farmland regulations and suggested that the City consider allowing secondary dwellings on farmland for farm workers. He further expressed that there are alternative options to access farm land without direct ownership and that the City should focus on feedback from the farming community.

Cllr. Steves left the meeting (5:23 p.m.) and returned (5:27 p.m.).

Peter Dhillon, 10531 Springhill Crescent, remarked on the innovation occurring in the area of food production and the increasing demand for organic produce. He expressed that the City examine the conservation of farmland in the context of evolving demand for certain crops and farming techniques.

Vincent Quan, 21900 Westminster Highway, expressed concern that proposed amendments may negatively affect farms' economic viability. He added that farmers may need to access the farmland's value in order to invest in the farm's operation or cover costs. He further expressed that more time be provided to assess the current farmland regulations.

Cllr. Day left the meeting (5:38 p.m.) and returned (5:39 p.m.).

Discussion ensued with regard to (i) encouraging development applicants to submit a farm plan, (ii) limiting the size and number of accessory buildings on farmland, (iii) locating the septic field within the farm home plate, and (iv) options to install a sewage line for farm properties along No. 6 Road.

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

It was moved and seconded

- (1) ***That the staff report titled "Agriculturally Zoned Land: Summary of Public Consultation on Limiting Residential Development in the AG1 Zone for Properties that are 0.2 ha (0.5 acres) or Larger" dated March 13, 2018 from the Manager of Policy Planning be received for information;***

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- (2) That staff be directed to prepare a bylaw based on Option 1 with the septic field located within the farm home plate, as presented in the report "Agriculturally Zoned Land: Summary of Public Consultation on Limiting Residential Development in the AG1 Zone for Properties that are 0.2 ha (0.5 acres) or Larger" dated March 13, 2018 from the Manager of Policy Planning;*
- (3) That, following Council's ratification of any option identified in resolution 2, staff be directed to bring forward appropriate bylaws for consideration of First Reading to the April 9, 2018 Regular Council Meeting;*
- (4) That a letter be sent to the Premier of BC, the BC Minister of Agriculture, and the BC Minister of Finance, with copies to all Richmond Members of the Legislative Assembly, the Leader of the Third Party, the Leader of the Official Opposition, and the Chair of the BC Agricultural Land Commission requesting that the Province review their policies on foreign ownership, taxation, enforcing their guidelines on house size and farm home plate, providing greater financial incentives for farmers, and strengthening the Agricultural Land Commission's enforcement actions for non-farm uses.*

The question on the motion was not called as discussion ensued with regard to:

- the potential impact of proposed regulations on house size and farmland values;
- variance options available to potential applicants;
- options to introduce regulations allowing secondary dwellings on farm land for extended family and farm workers;
- a review of farmland regulations adopted by other municipalities such as Delta;
- the impact of the house footprint and the size of the farm home plate on the farm viability;
- the factors related to the number of farms that have lost their farm status; and
- options to improve farmland access to non-land owners;

A list of submitted applications for development on farmland (attached to and forming part of these minutes as Schedule 3) and real estate listing of a farm lot on 10451 Palmberg Road (attached to and forming part of these minutes as Schedule 4) was presented.

Discussion ensued with regard to the productivity of farmland and options to reduce real estate speculation on farmland.

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In response to queries from Committee, Joe Erceg, General Manager, Planning and Development, noted that staff can provide information on options to permit a secondary dwelling on farmland before the upcoming Council meeting; however, more time is required to report on potential amendments to regulations related to limiting accessory buildings on farmland.

Mr. Erceg then commented on a potential temporary withholding of building permits, noting that existing zoning regulations will apply to in-stream applications.

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

It was moved and seconded

That the following be added to the main motion as Parts (5), (6) and (7):

- (1) That staff comment on the possible provision of a second dwelling for farm workers;*
- (2) That staff comment on the City's ability to impact and limit the size of farm structures on farmland; and*
- (3) Whereas Section 463 of the Local Government Act allows the withholding of building permits that conflict with bylaws in preparation; and*

Whereas Council has directed staff to further review options on reducing house size and farm home plate area, determining septic field location in relation to the farm home plate, and establishing a house footprint regulation for all lots in the AG1 Zone on lots larger than 0.2 ha (0.5 acres).

- (a) That staff be directed to prepare for Council's consideration a bylaw that would further limit house size and farm home plate area, determine septic field location in relation to the farm home plate, and establish a house footprint regulation for properties zoned Agriculture (AG1) on lots 0.2 ha (0.5 acres) or larger; and*
- (b) That staff bring forward all building permit applications for residential development in the Agriculture (AG1) zone on properties 0.2 ha (0.5 acres) or larger, received more than 7 days after the passage of Part 7 (a), to determine whether such applications are in conflict with the proposed bylaw to limit house size, farm home plate area, septic field location in relation to the farm home plate, and house footprint for properties zoned AG1 that are 0.2 ha (0.5 acres) or larger.*

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The question on the motion, which reads as follows:

- (1) *That the staff report titled "Agriculturally Zoned Land: Summary of Public Consultation on Limiting Residential Development in the AG1 Zone for Properties that are 0.2 ha (0.5 acres) or Larger" dated March 13, 2018 from the Manager of Policy Planning be received for information;*
- (2) *That staff be directed to prepare a bylaw based on Option 1 with the septic field located within the farm home plate, as presented in the report "Agriculturally Zoned Land: Summary of Public Consultation on Limiting Residential Development in the AG1 Zone for Properties that are 0.2 ha (0.5 acres) or Larger" dated March 13, 2018 from the Manager of Policy Planning;*
- (3) *That, following Council's ratification of any option identified in resolution 2, staff be directed to bring forward appropriate bylaws for consideration of First Reading to the April 9, 2018 Regular Council Meeting;*
- (4) *That a letter be sent to the Premier of BC, the BC Minister of Agriculture, and the BC Minister of Finance, with copies to all Richmond Members of the Legislative Assembly, the Leader of the Third Party, the Leader of the Official Opposition, and the Chair of the BC Agricultural Land Commission requesting that the Province review their policies on foreign ownership, taxation, enforcing their guidelines on house size and farm home plate, providing greater financial incentives for farmers, and strengthening the Agricultural Land Commission's enforcement actions for non-farm uses;*
- (5) *That staff comment on the possible provision of a second dwelling for farm workers;*
- (6) *That staff comment on the City's ability to impact and limit the size of farm structures on farmland; and*
- (7) *Whereas Section 463 of the Local Government Act allows the withholding of building permits that conflict with bylaws in preparation; and*

Whereas Council has directed staff to further review options on reducing house size and farm home plate area, determining septic field location in relation to the farm home plate, and establishing a house footprint regulation for all lots in the AG1 Zone on lots larger than 0.2 ha (0.5 acres).

- (a) *That staff be directed to prepare for Council's consideration a bylaw that would further limit house size and farm home plate area, determine septic field location in relation to the farm home plate, and establish a house footprint regulation for properties zoned Agriculture (AG1) on lots 0.2 ha (0.5 acres) or larger; and*
- (b) *That staff bring forward all building permit applications for residential development in the Agriculture (AG1) zone on properties 0.2 ha (0.5 acres) or larger, received more than 7 days after the passage of Part 7 (a), to determine whether such applications are in conflict with the proposed bylaw to limit house size, farm home plate area, septic field location in relation to the farm home plate, and house footprint for properties zoned AG1 that are 0.2 ha (0.5 acres) or larger.*

was not called as there was agreement to deal with Parts (1) to (7) separately.

The question on Part (1) was then called and it was **CARRIED**.

The question on Part (2) was then called and it was **DEFEATED ON A TIED VOTE**, with Cllrs. McPhail, Loo and McNulty opposed.

The question on Part (3) was then called and it was **CARRIED**.

The question on Part (4) was then called and it was **CARRIED**.

The question on Part (5) was then called and it was **CARRIED**.

The question on Part (6) was then called and it was **CARRIED**.

The question on Part (7) was then called and it was **CARRIED**.

As a result, the motion will proceed to the March 26, 2018 Council meeting without a recommendation for Part (2).

Mayor Brodie and Cllr. Johnston left the meeting (6:25 p.m.) and did not return.

Cllr. Day left the meeting (6:25 p.m.).

COMMUNITY SERVICES DIVISION

2. **HOUSING AGREEMENT BYLAW NO. 9772 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 3328 CARSCALLEN ROAD AND 3233 AND 3299 SEXSMITH ROAD (PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC.)**

(File Ref. No. 08-4057-05) (REDMS No. 5559744 v. 2; 5560191; 5510843)

It was moved and seconded

That Housing Agreement (3328 Carscallen Road and 3233 and 3299 Sexsmith Road) Bylaw No. 9772 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Development Permit DP 16-735564, as outlined in the report titled "Housing Agreement Bylaw No. 9772 to Permit the City of Richmond to Secure Affordable Housing Units located at 3328 Carscallen Road and 3233 and 3299 Sexsmith Road (Pinnacle Living (Capstan Village) Lands Inc.)," dated March 1, 2018, from the Manager, Community Social Development.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY ANTHEM PROPERTIES LTD. FOR REZONING AT 5191, 5195, 5211, 5231, 5251, 5271, 5273, 5291/5311, 5331 AND 5351 STEVESTON HIGHWAY FROM "SINGLE DETACHED (RS1/E)" AND "TWO-UNIT DWELLINGS (RD1)" TO "TOWN HOUSING - STEVESTON HIGHWAY (STEVESTON) (ZT85)"**

(File Ref. No. 12-8060-20-009841; RZ 17-765557) (REDMS No. 5716408)

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9841 to create the "Town Housing - Steveston Highway (Steveston) (ZT85)" zone, and to rezone 5191, 5195, 5211, 5231, 5251, 5271, 5273, 5291/5311, 5331 and 5351 Steveston Highway from "Single Detached (RS1/E)" and "Two-Unit Dwellings (RD1)" to "Town Housing - Steveston Highway (Steveston) (ZT85)", be introduced and given first reading.

The question on the motion was not called as discussion ensued with regard to the proposed site access and transportation enhancements.

Les Kiss, 5251 Hummingbird Drive, referenced his submission (attached to and forming part of these minutes as Schedule 5), expressing concern that the proposed traffic signal in the intersection of Swallow Drive and Steveston Highway, together with nearby traffic signals and pedestrian crosswalks, will increase traffic congestion in the area. He suggested that the City review alternative options and additional access points to the subject site.

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In reply to queries from Committee, Victor Wei, Director, Transportation, noted that (i) a single access point to the site will reduce the number of conflict points and reduce the number of driveways fronting Steveston Highway, (ii) a contribution from the developer will be used to signalize the intersection on Swallow Drive and improve pedestrian access, (iii) the access point will permit all turning movements, and (iv) in the long term, future signalization may take place in the intersection of Kingfisher Drive and Steveston Highway.

Discussion ensued with regard to traffic signal synchronization along No. 2 Road

Nick Casseldulous, representing the developer, noted that initially there was no requirement for a traffic signal at the intersection of Swallow Drive and Steveston Highway and the proposed traffic signal was not presented at the open house. The traffic signal was later proposed following discussions with staff.

Cllr. Day entered the meeting (6:38 p.m.).

Cllr. Day left the meeting (6:39 p.m.) and did not return.

In reply to queries from Committee, staff noted that (i) information was provided through the signage on-site, (ii) staff review of the application was on-going at the time of the developer-led open house, (iii) should the application proceed, public notification will be provided through the public hearing process, and (iv) the proposed development includes frontage improvements.

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

4. APPLICATION BY DAVID LIN FOR A HERITAGE ALTERATION PERMIT AT 6471 DYKE ROAD (MCKINNEY HOUSE)

(File Ref. No. HA 17-775892) (REDMS No. 5521638 v. 2)

It was moved and seconded

That a Heritage Alteration Permit be issued which would:

- (1) permit exterior alterations to historic windows, porch and upper balcony, painting of the exterior cladding, the demolition of an existing non-historic rear addition and the construction of a new rear addition to the heritage-designated house at 6471 Dyke Road, on a site zoned "Single Detached Housing (ZS1) – London Landing (Steveston)"; and***
- (2) vary the provision of Richmond Zoning Bylaw 8500 to reduce the required minimum rear yard setback from 5.0 m to 4.2 m.***

CARRIED

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5. ADVISORY COMMITTEE ON THE ENVIRONMENT 2017 ANNUAL REPORT AND 2018 WORK PROGRAM

(File Ref. No.) (REDMS No. 5763213)

Committee commended the Advisory Committee on the Environment for their work in the community.

It was moved and seconded

- (1) That the staff report titled "Advisory Committee on the Environment 2017 Annual Report and 2018 Work Program", dated February 27, 2018 from the Manager, Policy Planning, be received for information; and*
- (2) That the Advisory Committee on the Environment 2018 Work Program, as presented in this staff report, be approved.*

CARRIED

6. RICHMOND HERITAGE COMMISSION 2017 ANNUAL REPORT AND 2018 WORK PROGRAM

(File Ref. No. 01-0100-30-HCOM1-01) (REDMS No. 5753372)

Committee commended the Richmond Heritage Commission for their work in the community.

It was moved and seconded

- (1) That the staff report, "Richmond Heritage Commission 2017 Annual Report and 2018 Work Program", dated February 27, 2018, from the Manager, Policy Planning, be received for information; and*
- (2) That the Richmond Heritage Commission 2018 Work Program, as presented in this staff report, be approved.*

CARRIED

7. MANAGER'S REPORT

Update on Richmond Centre Official Community Plan Amendment Application

With the aid of a visual presentation, (Copy on-file, City Clerk's Office), Suzanne Carter-Huffman, Planner 3, briefed Committee on the proposed development, highlighting the following:

- the proposed development will be focused on the south side of the mall and will consist of approximately 2,000 dwellings, new streets, open spaces, bike paths and expanded retail space;
- the first phase is anticipated in 2019 and will include demolition of the existing parkade and former Sears building;

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- the proposed development will not include a rezoning application since it was previously zoned for high density use;
- staff are working with the applicant to secure amenity contributions;
- underground parking is proposed for the site;
- the development will examine options to have access to the City's District Energy Utility or a centralized plant;
- the developer is proposing to allocate 5% of the residential units toward affordable housing, including a mix of family-friendly units; and
- completion of the project is expected in 2026.

Ms. Carter-Huffman added that staff will present a report on the consultation process at a future Planning Committee meeting.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (6:47 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, March 20, 2018.

Councillor Linda McPhail
Chair

Evangel Biason
Legislative Services Coordinator

Mayor and Councillors

Schedule 1 to the Minutes of the Planning Committee meeting of Richmond City Council held on Tuesday, March 20, 2018.

TO: MAYOR & EACH COUNCILLOR
FROM: CITY CLERK'S OFFICE

From: Mayor and Councillors
Sent: Tuesday, 20 March 2018 07:33
To: Konkin, Barry; Woo, Gavin; Craig, Wayne
Cc: Powell, Jo Anne
Subject: FW: Considerations for Planning Meeting March 20
Attachments: Gillanders to planning March 20.pdf; Current farmland real estate analysis Richmond.pdf

Categories: - TO: MAYOR & EACH COUNCILLOR / FROM: CITY CLERK'S OFFICE

From: Mayor and Councillors
Sent: Tuesday, 20 March 2018 07:32
To: 'lauragillanders@gmail.com'
Subject: FW: Considerations for Planning Meeting March 20

Good morning Ms. Gillanders,

This is to acknowledge and thank you for your email. Please be advised that copies of your email have been forwarded to the Mayor and each Councillor. In addition, your email has been forwarded to staff in the Planning and Development Department, and will be distributed at the March 20th Planning Committee meeting.

Thank you again for taking the time to bring your concerns to our attention.

Hanieh Berg | Acting Manager, Legislative Services
City Clerk's Office | City of Richmond
6911 No. 3 Road, Richmond, BC V6Y 2C1

From: Laura Gillanders [<mailto:lauragillanders@gmail.com>]
Sent: Monday, 19 March 2018 16:28
To: Mayor and Councillors
Cc: Hopkins, John; Brodie, Malcolm; Au, Chak; Steves, Harold; Day, Carol; McNulty, Bill; McPhail, Linda; Dang, Derek; Johnston, Ken; Loo, Alexa
Subject: Considerations for Planning Meeting March 20

March 19, 2018

Gillanders to Planning Committee March 20, 2018

March 19, 2018

Gillanders to Planning Committee March 20, 2018

Thank you staff for the hard work on the report, and thank you councillors for addressing this critical issue. I am out of town and unable to attend the planning meeting tomorrow, please consider the following for the meeting and minutes.

John Roston and I, representing Richmond FarmWatch, met with Andrew Weaver as well as the assistant to Carole James, Minister of Finance, to get an update on any immediate actions they can take to protect farmland. John will fill you in on the details of our meetings.

The **one thing** local governments are responsible for when creating bylaws for ALR farmland is home size and siting. Most other aspects have policy in ALC - amounts of fill for residential use, percentage of farmland which can be used for greenhouses, permitted use, etc.

It has been noted that Richmond Council wants to preserve farmland by looking at home plate size and its stance on cannabis production, touting that it is actually doing a better job than the Ministry of Agriculture. This stance is unfortunately quite flawed. Delta has the most utilized farmland in the lower mainland, and a home size limit of 3550ft². Understanding farming, we know that when a farmer **lives on the farm**, the home plate is used for farming. The home plate will have orchard trees, vegetable garden for the home use, flower beds which support the bees and farming ecosystem, farm animals, accessory buildings, equipment storage, and more. What Delta has done with their bylaws enhanced farming viability, and the facts prove as much with utilization of 81%.

It seems Richmond has been concerned with trying to find a compromise with land developers that will also save farmland. However the building of mansions on farmland can only have negative consequences. It doesn't matter how much farmland is saved if farmers cannot get stable access to the land.

We all know what is going on with development of farmland for profit and we can stop pretending that this it is about anything else. The mansions being built today are not for farmers and they are not to support farming. We know this because of the size of homes proposed on very small farms, as well as the number of properties for sale now that they have received their permit. This is about the industry of land development in the ALR and the push for that to continue.

Small older homes will continue to be demolished and replaced with new homes for sale all over the lower mainland. The developers and contractors that are making a living replacing farmhouses with mansions will still be able to work and make money doing this, **but with a house size limit the same as what would be allowed on a residential lot, the farmland values will become more stable which is critical for farming**. Also the new homes we are left with on farmland will at least be a structure habitable in the future by a farmer or a renter looking after the farm. These large structures are not homes that people can sustainably live in or even afford to heat and maintain. The very small percentage of farmers who need a large home will be able to build to suit their needs as we know.

ALR farmland was created to protect it from soaring values and speculation, it was never intended to appreciate at the same rate as residential. Here in Richmond, the property increases on farmland far exceed anything we have seen on residential, in the last two years especially. We have to make it less attractive for speculators to purchase farmland, and the only thing Richmond must do to ensure this happens is limit the house size to what would be allowed on a residential lot.

Richmond setting the proper house size limit as suggested by Wozny, along with other strategies that the Ministry will implement for ALR revitalization, will be hopefully enough to make it less attractive for non-farmers to purchase farmland. This will ensure a revitalized agricultural economy in Richmond in the long run.

Please find attached examples of current speculation, flipping, and the many mansions and investments with permits for sale in Richmond.

Laura Gillanders

March 19, 2018

Speculation and Real Estate Listings on AG1- Current Richmond, BC

Two examples of current farmland speculation (flipping) in Richmond:

1. 14160 Westminster Highway

-5 acres of bare farmland

-Purchased in 2016 for \$2,250,000

-Currently for sale \$5,580,000 land only with mansion permit issued and building plans available

Notes: Owner is Minster Enterprises Ltd.

Applicant for 1000m² mansion permit: Timothy Tse

Permit for mansion issued September 19, 2017 by the City of Richmond

2. 12191 Gilbert Road

-10.78 acres of farmland with older home, farm status and roadside stand zoning

-Purchased in 2016 for \$4,200,000

-currently for sale \$6,800,000

Notes: Owner is Huang, Zheng Yun

Applicant for rezoning: Timothy Tse

Applicant is in the process of a rezoning application to have the Roadside Stand (CR) zoning changed to allow for construction of a 1000m² residence.

Other listings for farmland as estate property or potential for mansion:

3. 10133 Francis Road - \$9,800,000

-9 acres land only

-Description: Excellent holdings or build your dream estate home property with future potential. Lots of new house and townhouse development at surrounding area!

4. 11340 Mackenzie - \$9,500,000

-7 acres with renovated house

-Description: It is ideal land to build new house, the owner just spent extensively renovating the house, granite table, new windows, flooring, roof, and many. Close to London High, Richmond Country Club, airport.

5. 12951 Rice Mill Road - \$8,500,000

-12 acres with house

-Description: Invest now to hold property and plan to build your dream mansion in the future. Located just minutes from shopping and all amenities.

6. 7251 No. 6 Road - \$7,998,800

-5 acres with currently rented house

Description: Build your dream mansion on this palatial estate property. Plans for 11,000+ custom residence available upon request. Exceptional location just minutes from Vancouver and countless amenities. (NOTE: permit received for mansion with new rules, and for sale)

7. 10280 No. 6 Road - \$6,880,000

-5.9 acres older 12,000ft² home

Description: With 12,462 sqft of living area in a convenient location just minutes to shopping, golf course and recreation center, walking distance to water mania and silver city entertainment center. (NOTE: if farmers need these large houses why is this one for sale? Certainly no need to keep building them with many available and farming on the decline by 50 farms in one year)

8. 8720 No. 5 Road - \$6,200,000

-9.8 acres land only

Description: Can be re-zoned to Public Assembly/ Institutional use to allow for Churches, Temples, Mosques, Schools etc. This is a fantastic central location close to shopping, schools, transit, golf courses, parks/recreation and Steveston Village.

9. 9211 No. 6 Road - \$6,680,000

-10 acres with older 4,688ft² home

Description: Substantially renovated family home sits on over 10 Acre large appealing lot in Richmond. Just 10 mins drive to the city center and 20 mins drive to YVR airport, this could be your exclusive family adventure park and summer retreat. (NOTE: This property is the only one that mentions

farming as good income and has viable useable looking agricultural accessory buildings. It has a reasonable house size)

10. 10660 Westminster Highway - \$6,488,000

-3/4 acre with newer 11,000ft² mansion

Description: Great investment property, rare opportunity to live in a deluxe home & own a licensed B&B with great income. Huge flat level lot 37,500 sq.ft. southern backyard, gated front yard w/f lots of parking. wide 150 sf. frontage.

11. 10788 Blundell - \$5,880,000

-1/2 acre with new 6,150ft² mansion

Description: Truly a Showcase Home for the discriminating buyer, nothing was spared in this masterpiece of workmanship, dare to compare all multimillion dollar home on the market, This super luxury home was built by experienced Vancouver Builder...

12. 6620 No 6 Road - \$5,300,000

-2 acres with new 8,300ft² mansion

Description: Private Country Estate Family Home built on 2 acres in the heart of Richmond with unsurpassed quality & workmanship throughout. Welcoming Porte-Cochere entry. Spacious grand foyer.

13. 14680 Burrows Road - \$5,388,800

-4.5 acres with older 1,332 ft² home

Description: Outstanding investment opportunity here! 4.59 Acre rectangular parcel in prime location across from industrial zoned properties. Easy access to highways and bridges into Vancouver. Current house is occupied. One of only 5 parcels of ALR land in Richmond that has sanitary/sewer connections, possible \$700,000 in revenue for fill site. Call for more details on future potential.

14. 11020 Blundell - \$5,288,000

1/2 acre with new 9,500ft² house

Description: Location, location, location. Imagine your mega house of 10,000 sq feet sits on a half acre in zoning AG1. Clean rectangular lot with wide footage 62ft and feet depth at 350 ft. which is very near to the heart of Richmond. School, transit, shopping mall, park/recreation golf course, walking distance to nature trails etc.... This is one of the best chance to own such a huge house closed to center of Richmond.

Please note, above search was for **all** AG1 properties between \$5 and \$10 million with no omissions.

Subject: Today's Planning Meeting

----- Original message -----

From: Michelle Li <michelleli@shaw.ca>

Date: 2018-03-20 12:15 PM (GMT-08:00)

To: "McPhail,Linda" <LMcPhail@richmond.ca>

Subject: Today's Planning Meeting

Hello Ms. McPhail,

In regards to today's Planning Meeting, I am hopeful that you and council will be much more restrictive on home sizes to save farmland from speculation.

There is a current bylaw 9706, that allows farmers to apply for a larger home if needed, so I see no reason why you wouldn't want to limit home sizes on farmland to address speculation on farmland in Richmond.

It is only through addressing home size that you will make a significant difference to saving farmland for farming and future food security.

Yesterday's Senate report states that if all levels of government don't act on addressing the high cost of farmland, "Canada risks a calamitous decline in a vital sector of the economy and the loss of a traditional way of life for thousands of farmers and their families." Not just for some families that currently own farmland and wish to see it increase in price, this is all farmers and the future of farming. (from: <https://sencanada.ca/en/newsroom/agfo-a-growing-concern/>)

Thank you for your thoughtfulness on this issue.

~Michelle Li



Roston Comments to Planning Committee – March 20, 2018.

BC Government Update

Laura Gillanders and I met last week in Victoria with the Leader of the Green Party and the Assistant to the Minister of Finance to discuss what measures the BC Government can take to address the current mega mansions on farmland crisis. I subsequently spoke with the Assistant Deputy Minister of Agriculture. The budget speech did not extend the 20% Foreign Buyers Tax to industrial land and farmland due to provisions in international tax treaties. Any provincial legislation beyond what was in the budget speech, including regulation of house and home plate size on farmland, will take a year or more due to the complexities involved, during which time many more mansions will be built. Almost everyone to whom we have spoken in the provincial government pointed out that **Richmond City Council is the only body that can act immediately** to stop this destruction of farmland by non-farmers.

Objectives

At a recent Council meeting, the Mayor asked if the objective of limiting the size of a residence on farmland is to avoid covering up farmland. The answer is that it is one of two objectives. The other objective is to discourage non-farmers from building huge residences on farmland. **Farmers should be able to live on their farm** and they can't do that if the entire farm home plate is taken up by the residence of a non-farmer, a huge residence that they will never be able to afford to buy.

Current House Size Limit

The farmland owners insist that the current house size limit set by Council of 10,764 sq.ft. is not a huge mansion and that the pictures of huge mansions shown in the media are much larger mansions approved before the new limit was passed by Council. Here is a picture of a **huge mansion** at 12791 Blundell **approved under the new rules after the new bylaw was passed**. At 9,504 sq.ft., it already looks more like a hotel than a residence without adding another 1,260 sq.ft. allowed under the new rules.



Variances for Farmers

Richmond has many zoning bylaws and citizens often want to exceed the limits they set. They apply for variances all the time. Farmers who genuinely require larger houses or home plates to support their farming activities can apply for a variance. **We all support farmers in their farming activities, but there is no reason why they can't play by the same rules as everyone else.**

Staff Report

This is an excellent staff report that obviously involved a great deal of work in a very short time frame. It points out the dramatic difference in opinion between 408 non-farmers and 95 farmers. For the most part, the farmers

are speaking as real estate investors who are trying to maximize the value of their farms. They are entitled to do that, but **their motives should be kept in mind**. The non-farmers are speaking as voters who want to preserve farmland for future generations.

The Options

The staff report shows that a 10,764 sq.ft. home plate limit, including septic field, should limit the house size to 6,500 sq.ft. However, this size of house is large enough to attract many non-farmers looking to build a country estate. Not specifying a house size limit invites developers to seek out loopholes that result in an even larger house, much like their recent attempt to use non-rectilinear home plates.

Richmond FarmWatch has proposed a 3,229 sq.ft. house size limit and 10,764 sq.ft. home plate limit, including septic field, for all farms. Other citizen groups have proposed a 5,382 sq.ft. house size limit, the BC Government guideline, which is listed in the staff report as Option 1. They are both considerably larger than the average Richmond house. **Anything larger will allow the current crisis to continue.**



SINGLE FAMILY DWELLINGS on AGRICULTURAL LANDS
April 4, 2017 to November 1, 2017


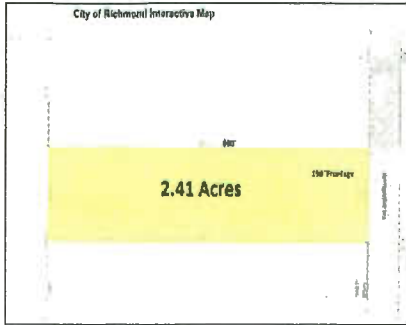
Table 1: Lot size less than 0.2 ha (0.5 ac)

ADDRESS	LOT SIZE	HOME PLATE PERMITTED	HOME PLATE PROPOSED	HOUSE SIZE PERMITTED	HOUSE SIZE PROPOSED	REMAINING DEVELOPMENT SIZE	HOUSE SIZE FOOTPRINT
12080 Westminster Hwy.	795 m ² (8,557 ft ²)	397.5 m ² (4,278.6 ft ²)	397.5 m ² (4,278.6 ft ²)	355 m ² (3,823.65 ft ²)	355 m ² (3,823 ft ²)	0 m ² (0 ft ²)	218 m ² (2349 ft ²)
7760 No 4 road	1866 m ² (20,085 ft ²)	933 m ² (10,042.7 ft ²)	933 m ² (10,042.7 ft ²)	500 m ² (5,382 ft ²)	418 m ² (4,498.3 ft ²)	82 m ² (884 ft ²)	261 m ² (2,810 ft ²)
AVERAGE					386.5 m ² (4160 ft ²)		

Table 2: Lot size 0.2 ha (0.5 ac) and greater

ADDRESS	LOT SIZE	HOME PLATE PERMITTED	HOME PLATE PROPOSED	HOUSE SIZE PERMITTED	HOUSE SIZE PROPOSED	REMAINING DEVELOPMENT SIZE	HOUSE SIZE FOOTPRINT
10960 Granville Avenue	2,470 m ² (26,587 ft ²)	1000 m ² (10,763 ft ²)	1000 m ² (10,763 ft ²)	857 m ² (9,226 ft ²)	857 m ² (9,226 ft ²)	0 m ² (0 ft ²)	458 m ² (4,930 ft ²)
11731 Granville Avenue	2,795 m ² (30,085 ft ²)	1000 m ² (10,763 ft ²)	1000 m ² (10,763 ft ²)	996.7 m ² (10,728.8 ft ²)	896.3 m ² (9,647.44 ft ²)	100 m ² (1,081 ft ²)	554 m ² (5,963 ft ²)
11860 No. 2 Road	2,954 m ² (31,797 ft ²)	1000 m ² (10,763 ft ²)	1000 m ² (10,763 ft ²)	999.1 m ² (10,754 ft ²)	997.8 m ² (10,740 ft ²)	1 m ² (14 ft ²)	494 m ² (5,322 ft ²)
7251 No. 6 Road	20,635 m ² (222,113 ft ²)	2,000 m ² (21,530 ft ²)	2,000 m ² (21,530 ft ²)	1,000 m ² (10,764 ft ²)	980 m ² (10,552.08 ft ²)	20 m ² (212 ft ²)	485 m ² (5,218 ft ²)
10451 Palmberg Road	9,797 m ² (105,454 ft ²)	1000 m ² (10,763 ft ²)	1000 m ² (10,763 ft ²)	1,000 m ² (10,764 ft ²)	687 m ² (7,390.4 ft ²)	313 m ² (3,373.64 ft ²)	337 m ² (3,627 ft ²)
12791 Blundell	19693 m ² (211,974 ft ²)	2,000 m ² (21,530 ft ²)	2,000 m ² (21,530 ft ²)	1,000 m ² (10,764 ft ²)	883 m ² (9,504 ft ²)	117 m ² (1,260 ft ²)	486 m ² (5,228 ft ²)
12060 No. 2 Road	25,064 m ² (269,787 ft ²)	2,000 m ² (21,530 ft ²)	2,000 m ² (21,530 ft ²)	1,000 m ² (10,764 ft ²)	956 m ² (10,294.62 ft ²)	44 m ² (469 ft ²)	511 m ² (5,497 ft ²)
22160 River Road	16,904 m ² (181,953 ft ²)	1600 m ² (17,220 ft ²)	600 m ² (6,460 ft ²)	1,000 m ² (10,764 ft ²)	267.7 m ² (2,881.96 ft ²)	732 m ² (7,882 ft ²)	149 m ² (1,605 ft ²)
2620 No. 6 Road	154,826 m ² (1,666,533 ft ²)	2,000 m ² (21,530 ft ²)	2,000 m ² (21,530 ft ²)	1,000 m ² (10,764 ft ²)	548.9 m ² (5,906 ft ²)	451 m ² (4,858 ft ²)	258 m ² (2,776 ft ²)
AVERAGE					785.96 m ² (8,460 ft ²)		

Macdonald Realty Westmar



**** 2.41 Acre Building Lot ****



Fantastic 2.41 acres located on quiet and prestigious Palmberg Road. Great frontage of 159' and 660' deep. Located close to Silver City, Palmberg Road is a quiet no thru street (no large trucks going down the road) with many executive states, yet close to everything. Minutes away from Ironwood and Coppersmith shopping, Silver City but quiet country setting. Build your dream mansion up to 10,753 sq feet. Lot is preloaded and ready to build!



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Steve Buchsbaum: 604.657.7877

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Steve Buchsbaum
604.657.7877
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www.bchomesales.com

Feb 22, 2018

Subject: Application by Anthem Properties Ltd. for Rezoning at 5191, 5195, 5211, 5231, 5251, 5271, 5273, 5291/5311, 5331 and 5351 Steveston Highway

----- Original message -----

From: Les Kiss <Kiss@coastforest.org>

Date: 2018-03-19 12:49 PM (GMT-08:00)

To: "McPhail,Linda" <LMcPhail@richmond.ca>

Cc: lkiss@shaw.ca

Subject: Application by Anthem Properties Ltd. for Rezoning at 5191, 5195, 5211, 5231, 5251, 5271, 5273, 5291/5311, 5331 and 5351 Steveston Highway

Linda – I will try to attend the planning meeting tomorrow, but if I am unable, please table key concerns / questions I have outlined below relative to File RZ 17-765557.

The key concern with the Anthem Properties development is the proposed traffic signal at Swallow Drive. To my knowledge there are no traffic signals along the entire length of Steveston Hwy from One Road to Five Road leading into a major residential area such as the Westwind area. That is, all traffic lights are at intersections of key arterial roads such as Two Road/Steveston Hwy, Railway Avenue/Steveston Hwy, etc. Swallow Drive is a residential street that serves an elementary school catchment area with many young children. It was not meant to be an arterial route with major vehicle thru traffic. A traffic light will encourage increased traffic down Swallow and from the new development as well as Steveston Hwy, an unsafe outcome for the residential area.

Majority of traffic accidents tend to occur at traffic signals with drivers running red lights. In the 30 years I have been exiting and entering Swallow Drive there have been minimal traffic accidents compared to 2 Road and Railway intersections. Having a traffic signal at Swallow could trigger more accidents and direct more traffic into the Westwind residential area south of Steveston Hwy. If traffic signals at Swallow Drive and Kingfisher are installed as proposed, traffic flow along Steveston Hwy would be stop and go approximately every 200 metres between No. 2 Road and Railway Avenue frustrating drivers. lights at 2 Road, Kingfisher, pedestrian light at Lassam, lights at Swallow and Railway would create five stops and an unsafe situation (impatient and frustrated drivers) that does not exist anywhere else along Steveston Hwy.

Under the Transportation and Site Access section it is noted that "One vehicular access from Steveston Highway, aligning with Swallow Drive, is proposed, which will be utilized by adjacent properties to the east if they apply to redevelop".

- Question – would it not make more sense to have this proposed development accessed at its East portion as it would eliminate future development traffic thru the Anthem Properties complex?
- Question – has the City considered other options for access for the proposed development and if not why not?
- Comment – having access at the Eastern section of the proposal would appear to a safer option and also enable the current residential entrance and exit traffic flow at Swallow Drive to be maintained.
- Comment – the option to have more than one access point to the complex should also be considered as it would reduce traffic congestion being funneled to one access point, another safer option which alleviates concerns from the fire department.
- Comment – regardless of where an access or several access point may be placed, the City could have a condition that access to the subject site will be restricted to right-in / right-out turns instead of a traffic signal, yet another much safer option.

- Comment – developer and City staff appear to be focused on the access options for the proposed development, but are not addressing safety hazards that will be imposed by increased traffic flow in a large residential area and Westwind Elementary School catchment area.

I have additional concerns that it appears that the proposed traffic signal at Swallow Drive has been downplayed by the developer and in part by the City:

- There has been no notification to date to the majority of Westwind residents utilizing Swallow Drive. While the proposed notification area in the plan includes homes fronting the south side of Steveston Hwy it is not clear whether in fact these residents were actually notified about the developer's open house. The majority of Westwind residents did not get any notification whatsoever.
- There is no indication of a traffic signal on any of the plan drawings (curiously proposed fire hydrants and bus stop improvements are indicated on the plans).
- Residents like myself have to read the proposal in great detail to find out about the proposed traffic signal and implications of same as it is referenced in non-traffic related topics, i.e. "proposed locations of the public art pieces and interpretive heritage signage will not be in conflict with the placement of the new traffic signal at the intersection of Swallow Drive".

Public input should be elicited from the Westwind residential area that would be impacted by a proposed traffic signal at Swallow Drive.

- Recommendation – the developer be required to hold an open house at Westwind Elementary highlighting the proposed traffic signal at Swallow Drive before the proposal goes to first reading.
- Recommendation – one of the questions at this open house should be – Do you have any concerns about a proposal to have a traffic signal installed at Swallow Drive?
- Recommendation – the City should also make the public aware that there is yet another traffic signal being proposed at Steveston Hwy and Kingfisher.

Conclusion:

As there appear to be more viable and safer options other than a traffic signal at Swallow Drive it is respectfully requested that Richmond Zoning Bylaw 8500, Amendment Bylaw 9841, not be given first reading and not be forwarded to Council until the above questions and comments are appropriately addressed by the developer and City staff.

Thank you,

Les Kiss
5251 Hummingbird Drive
Richmond

Home phone: 604-271-1940
Cell: 604-209-5831

Les Kiss
Vice President, Forestry Routes
Coast Forest Products Association
604-891-1239





City of Richmond

Report to Committee

To: Planning Committee **Date:** March 21, 2018
From: Kim Somerville
Manager, Community Social Development **File:** 08-4057-05/2018-Vol
01
Re: **Housing Agreement Bylaw No. 9850 to Permit the City of Richmond to
Secure Affordable Housing Units at 9211/9251/9271/9291 Odlin Road (Polygon
Berkeley)**



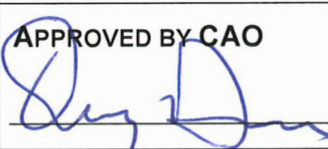
Staff Recommendation

That Housing Agreement (9211/9251/9271/9291 Odlin Road) Bylaw No. 9850 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 17-778596.

Per 

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

Att. 2

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

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9850 (Attachment 1) to secure approximately 995.1 m² (10,711 ft²) or 13 affordable housing units in the proposed development located at 9211-9291 Odlin Road (Attachment 2).

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

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

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

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

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

Strategic Direction #1: Expand Housing Choices

This report and bylaw follows the guidelines of the West Cambie Area Plan, under the Alexandra Neighbourhood Implementation Strategy. The area plan outlines the specific Affordable Housing Requirements for developments in the area, which specifically offers Density Bonusing to developers where they build affordable housing with their development. This policy in the West Cambie Area plan mirrors the 2007 Affordable Housing Strategy.

The applicant, Polygon Berkeley House Ltd. applied to the City for permission to rezone 9211/9251/9271/9291 Odlin Road from Single Detached (RS1/F) to a site specific zone in order to construct two, four to six storey multi-family apartments. The development features a total of 265 dwellings units, inclusive of the 13 secured LEMR units. The development will be constructed over two phases, with seven units in the first phase and six units in the second phase.

On January 22, 2018 the rezoning application received third reading at Public Hearing (RZ 17-778596). The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9850) is presented as attached. It is recommended that the Bylaw 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 rezoning application involves a development consisting of approximately 256 market dwelling units, which includes 13 affordable rental housing units. The affordable units

will be delivered in two phases with six units in Phase 1 and seven units in Phase 2. The affordable housing units are anticipated to be delivered as follows:

Unit Type	Affordable Housing Strategy Requirements				Project Targets (2)
	Min. Permitted Unit Area	Max. Monthly Unit Rent (1)	Total Max. Household Income (1)	Basic Universal Housing	# of Units
1-BR	50 m ² (535 ft ²)	\$975	\$34,650 or less	2	2
2- BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	0	11
TOTAL				2	13

The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low-end market rental rates in perpetuity. The Housing Agreement also specifies that occupants of the affordable housing units shall have unlimited access to all on-site indoor and outdoor amenity spaces as well as the required affordable housing parking spaces. No additional charges (e.g. administrative fees) shall be passed on to the tenant above the maximum allowable rent. The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 13 affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9850 is required to permit the City to enter into a Housing Agreement, which together with the Housing Covenant will act to secure 13 affordable rental units that are proposed in association with Rezoning Application RZ 17-778596.



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

- Att. 1: Bylaw No. 9850, Schedule A
2: Map of Subject Property



Housing Agreement (9211/9251/9271/9291 Odlin) Bylaw No. 9850

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 located at 9211/9251/9271/9291 Odlin and legally described as:

PID: 012-030-830	East half lot 26 Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224
PID: 011-654-066	West half lot 25 except: Part subdivided by Plan 85360, Block A Section 34 Block 5 North Range 6 West New Westminster District Plan 1224
PID: 003-888-975	South half of the east half lot 25 except: Parcel "A" (Explanatory Plan 11474); Block "A" of Section 34 Block 5 North Range 6 West New Westminster District Plan 1224
PID: 016-036-344	Lot 1 Section 34 Block 5 North Range 6 West New Westminster District Plan 85360

This Bylaw is cited as "**Housing Agreement (9211/9251/9271/9291 Odlin) Bylaw No. 9850**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (9211/9251/9271/9291 Odlin) Bylaw No. 9850

HOUSING AGREEMENT BETWEEN POLYGON BERKELEY HOUSE LTD. AND THE
CITY OF RICHMOND

HOUSING AGREEMENT

(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 2018,

BETWEEN:

POLYGON BERKELEY HOUSE LTD. (INC. NO. BC0938970), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8

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

AND:

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

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

WHEREAS:

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) "**Affordable Housing Strategy**" means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of

{251654-503079-00876981;4}

Housing Agreement (Section 483 *Local Government Act*)
Address
Application No. RZ 17-769242
Rezoning Consideration No.11

5510843

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

- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building A"** means a six-storey high-density, residential development to be constructed on the Lands as part of Phase 1 of the Development;
- (e) **"Building B"** means a six-storey high-density, residential development to be constructed on the Lands as part of Phase 2 of the Development;
- (f) **"Building Permit Building A"** means the building permit authorizing construction of Building A on the Lands, or any portion(s) thereof;
- (g) **"Building Permit Building B"** means the building permit authorizing construction of Building B on the Lands, or any portion(s) thereof;
- (h) **"City"** means the City of Richmond;
- (i) **"CPI"** means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;
- (j) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **"Development"** means a two-phase, high-rise, high-density, mixed-use residential and commercial development to be constructed on the Lands;
- (l) **"Development Permit"** means the development permit authorizing development of the Lands, or any portion(s) thereof;
- (m) **"Director of Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (n) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in

a building strata plan and includes, where the context permits, an Affordable Housing Unit;

(o) **"Eligible Tenant"** means a Family having a cumulative annual income of:

- (i) in respect to a bachelor unit, \$34,650 or less;
- (ii) in respect to a one-bedroom unit, \$38,250 or less;
- (iii) in respect to a two-bedroom unit, \$46,800 or less; or
- (iv) in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

(p) **"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;

(q) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands, dated for reference _____, 2018, and registered under number CA _____, as it may be amended or replaced from time to time;

(r) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

(s) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

(t) **"Lands"** means Lot A, Section 34, Block 5 North, Range 6 West, New Westminster District, Plan EPP81073 and including a building or a portion of a building, into which said land(s) is or are Subdivided;

(u) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

- (v) “**LTO**” means the New Westminster Land Title Office or its successor;
- (w) “**Manager, Community Social Development**” means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (x) “**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;
- (y) “**Permitted Rent**” means no greater than:
 - (i) \$975.00 a month for a one-bedroom unit; and
 - (ii) \$1,218.00 a month for a two-bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (z) “**Phase 1**” means the first phase (of a maximum of two phases) of construction on the Lands, which phase will comprise Building A of the Development to be constructed on the Lands;
- (aa) “**Phase 2**” means the second phase (of a maximum of two phases) of construction on the Lands, which phase will comprise Building B of the Development to be constructed on the Lands;
- (bb) “**Phase 1 Affordable Housing Units**” means those Affordable Housing Units to be constructed within Building A, comprising of at least 4,756 ft² or 45% of the required affordable housing habitable floor area for the Development, whichever is greater, in accordance with the Development Permit, Building Permit Building A, and the Housing Covenant;
- (cc) “**Phase 2 Affordable Housing Units**” means those Affordable Housing Units to be constructed within Building B, comprising of at least 5,955 ft² or 55% of the required affordable housing habitable floor area for the Development, whichever is greater, in accordance with the Development Permit, Building Permit Building B, and the Housing Covenant;

- (dd) **"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;
- (ee) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ff) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (gg) **"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*;
- (hh) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (ii) **"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) grammatical variations of words and expressions (capitalized or not) which are defined in this Agreement shall be construed in like manner;

- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (k) 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
- (l) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

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

{251654-503079-00876981;4}

Housing Agreement (Section 483 *Local Government Act*)
Application No. RZ 17-769242
Rezoning Consideration No. 11

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- (c) occupy, nor permit any person to occupy any Dwelling Unit in Building A or any portion of Building A and the City will not be obligated to permit occupancy of any Dwelling Unit in Building A or any portion of Building A until all of the following conditions are satisfied:
 - (i) the Phase 1 Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - (ii) the Phase 1 Affordable Housing Units have received a permit 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; and
- (d) occupy, nor permit any person to occupy any Dwelling Unit in Building B or any portion of Building B and the City will not be obligated to permit occupancy of any Dwelling Unit in Building B or any portion of Building B until all of the following conditions are satisfied:
 - (i) the Phase 2 Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - (ii) the Phase 2 Affordable Housing Units have received a permit 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.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 If the Owner sells or transfers one (1) or more Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.4 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any move-in/move-out fees, strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(o) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.4(g)(ii) of this

Agreement, the notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination. In respect to section 3.4(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

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

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

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

4.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.

{251654-503079-00876981;4}

Housing Agreement (Section 483 *Local Government Act*)
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5782597

- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable

Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 Indemnity

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

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

7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

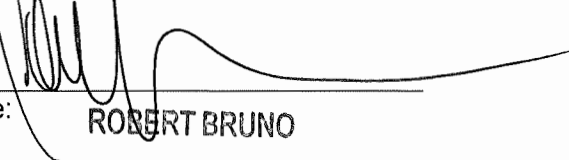
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while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

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

**POLYGON BERKELEY HOUSE LTD. (INC.
NO. BC0938970)**

by its authorized signatory(ies):

Per: 
Name: G. SCOTT BALDWIN

Per: 
Name: ROBERT BRUNO

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

**Appendix A
to Housing Agreement**

STATUTORY DECLARATION

CANADA)	IN THE MATTER OF HOUSING AGREEMENT
)	WITH THE CITY OF RICHMOND
PROVINCE OF BRITISH COLUMBIA)	("Housing Agreement")
)	
)	

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner (the "**Owner**") or authorized signatory of the Owner of _____ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]
4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - (b) the rent on the date of this statutory declaration: \$_____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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

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

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

DECLARANT

PRIORITY AGREEMENT

THE BANK OF NOVA SCOTIA (the "**Chargeholder**") is the holder of the following Mortgages and Assignments of Rents (and any related extensions thereof):

- Mortgage no. CA5802473 (extended by CA6182661) and Assignment of Rents CA5802474 (extended by CA6182662); and
- Mortgage no. CA6182661 (extension of CA5802473) and Assignment of Rents CA6182662 (extension of CA5802474);

all registered in the Land Title Office (collectively, the "**Bank Charges**") against title to the Lands (as further defined and legally described in the agreement to which this priority agreement is attached), as applicable.

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Housing Agreement and hereby covenants that this Housing Agreement shall bind the Bank Charges in the Lands, and shall rank in priority upon the Lands, over the Bank Charges as if the Housing Agreement had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

THE BANK OF NOVA SCOTIA

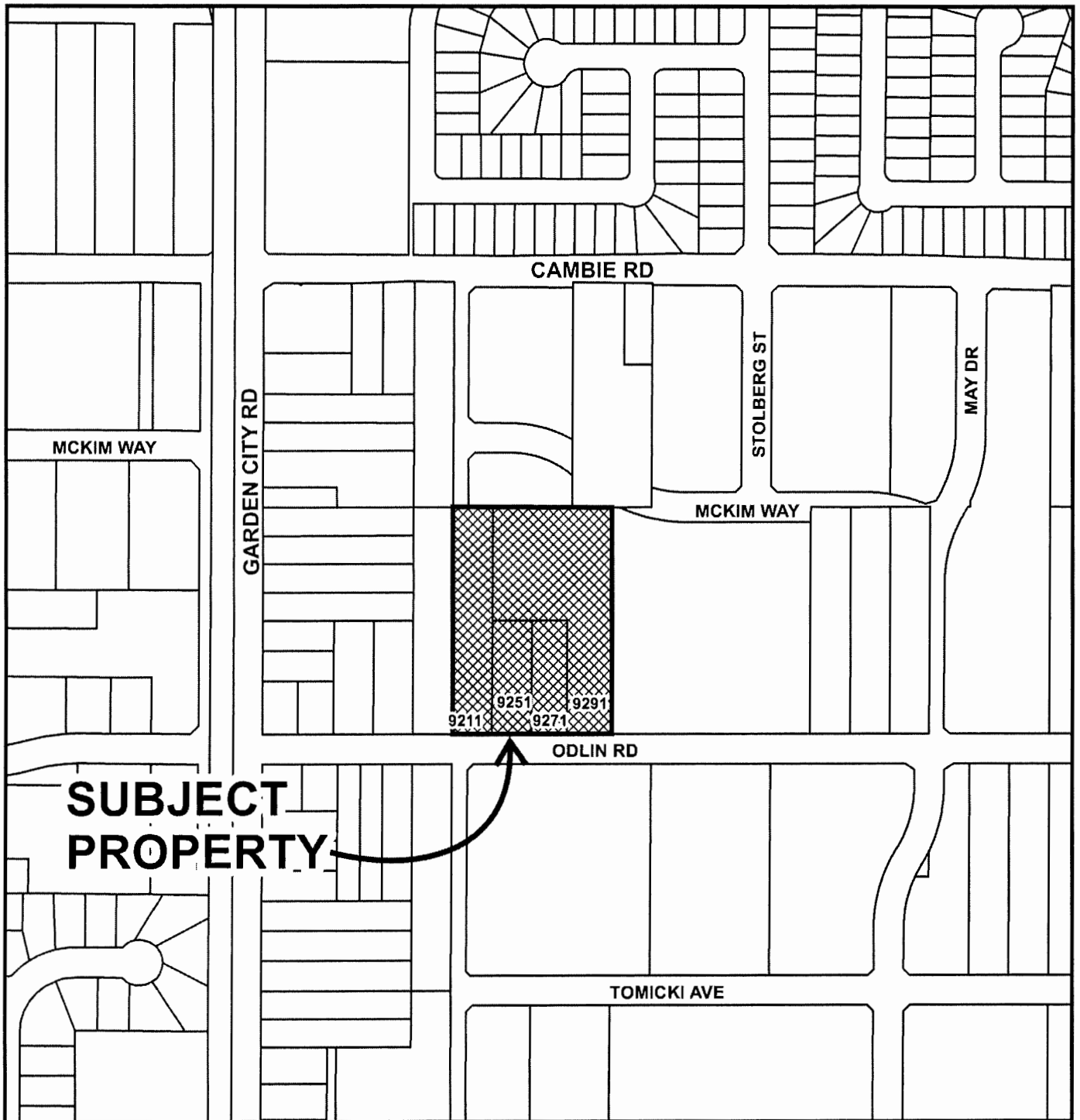
by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



City of
Richmond



**SUBJECT
PROPERTY**



9211, 9251, 9271
& 9291 Odlin Rd
Bylaw 9850
PLN - 53

Original Date: 03/21/18

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

Date: March 14, 2018
File: RZ 17-778835

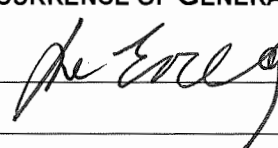
Re: Application by Polygon Development 218 Ltd. for Rezoning at 3551, 3571, 3591, 3611, and 3631 Sexsmith Road from Single Detached (RS1/F) to Residential/Limited Commercial (RCL4)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9836, which makes minor amendments to the "Residential/Limited Commercial (RCL4)" zone specific to 3551, 3571, 3591, 3611, and 3631 Sexsmith Road and rezones 3551, 3571, 3591, 3611, and 3631 Sexsmith Road from "Single Detached (RS1/F)" to "Residential/Limited Commercial (RCL4)", be introduced and given first reading.


Wayne Craig
Director, Development

WC:sch
Att. 8

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage Affordable Housing	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	

Staff Report

Origin

Polygon Development 218 Ltd. has applied to the City of Richmond for permission to rezone lands in the City Centre's Capstan Village area at 3551, 3571, 3591, 3611, and 3631 Sexsmith Road (Attachments 1, 2 & 3), from "Single Detached (RS1/F)" to "Residential/Limited Commercial (RCL4)", to permit a 16,329 m², (175,759 ft²), high-rise development containing 157 market dwellings, 11 affordable (low-end of market rental) units (secured in perpetuity with a Housing Agreement and covenant registered on title), and 72 m² (779 ft²) of community amenity space in the form of two rentable-affordable-work studios for professional artists (secured with a legal agreement registered on title).

An amendment is proposed to the "Residential/Limited Commercial (RCL4)" zone to permit the calculation of density on land the developer is required to dedicate for public open space purposes. This amendment is consistent with existing City Centre Area Plan (CCAP) policy with respect to public open space and road dedications that are not identified for land acquisition purposes in Richmond's Development Cost Charge (DCC) program.

Road and engineering improvements required with respect to the subject development including the eastward extension of Brown Road to Sexsmith Road will be designed and constructed at the developer's sole cost through the City's standard Servicing Agreement processes (secured with a Letter of Credit).

Voluntary developer contributions towards the future construction of the Canada Line's Capstan Station will be submitted by the developer prior to Building Permit issuance, based on the rate in effect at the time of Building Permit issuance, as per City policy.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject properties are vacant.

Surrounding Development

The subject site is an 8,273 m² (89,044 ft²) rectangular parcel of land comprised of five vacant, unsewered, single-family lots.

To the North: Adjacent to the site is "Union Square", a low-rise, strata commercial mall that, like the subject site, is designated under the CCAP for medium density residential buildings and a limited amount of complementary commercial and other uses.

To the South: Adjacent to the site is "Continental Shopping Centre", a low-rise, strata commercial mall that is designated under the CCAP for medium density, mixed use development. In addition, along this frontage of the subject site, the developer is required to extend Brown Road to Sexsmith Road as part of the CCAP's "major street" network.

To the West: Three recently completed, residential towers (Polygon "Avanti"), which development provided for a portion of Brown Road and a mid-block walkway.

To the East: Sexsmith Road, beyond which is a very large, predominantly vacant area (comprising a church, several single-family homes, and open fields) that is designated under the CCAP for medium density residential buildings and a limited amount of complementary commercial and other uses.

Related Policies & Studies

Development of the subject site is regulated by the Official Community Plan (OCP), City Centre Area Plan (CCAP), and other City policies (e.g., affordable housing). An overview of these considerations is provided in the “Analysis” section of this report.

OCP Aircraft Noise Sensitive Development (ANSD) Policy:

The subject site is located within ANSD “Area 2”, which permits consideration of all aircraft noise sensitive land uses (except single family dwellings) provided that the building design satisfies City standards (e.g., central air conditioning system or an acceptable alternative is installed) and potential purchasers are made aware potential noise conditions. Prior to rezoning adoption, a legal agreement will be registered on title requiring that the developer satisfies all City requirements related to noise attenuation. A preliminary report has been submitted by the developer, prepared by a qualified acoustic professional, indicating that the development can be designed and constructed in compliance with the applicable ANSD standards.

NAV Canada Building Height:

Transport Canada regulates maximum permitted building heights in City Centre locations that may impact airport operations. The developer has submitted a letter, prepared by a BCLS registered surveyor, confirming that the development’s proposed maximum building height does not exceed applicable Transport Canada regulations.

Floodplain Management Implementation Strategy:

City Centre buildings are required to comply with Richmond Flood Plain Protection Bylaw 8204. Prior to rezoning adoption, a flood indemnity covenant will be registered on title.

Public Consultation

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

Should the Planning Committee endorse this application and Council grant 1st reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

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

Ministry of Transportation and Infrastructure (MOTI)

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. Final approval is required prior to rezoning adoption.

Analysis

The developer has applied to rezone the subject site to permit a 16,329 m², (175,759 ft²), 13-storey development including 157 market dwellings, 11 affordable (low-end of market rental) units (secured in perpetuity with a Housing Agreement registered on title), two affordable, work studios for professional artists, the extension of Brown Road to Sexsmith Road, and public open space improvements. This proposal is consistent with current OCP and CCAP policies applicable to the subject site, with the exception of an increase in maximum permitted building height, for which a zoning variance is proposed.

1. City Centre Area Plan (CCAP) Compliance

- a) Capstan Station Bonus (CSB): 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 future 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. \$8,562.97 per unit, which rate is in effect until September 30, 2018, plus applicable annual rate increases); and
 - Provide publicly-accessible open space at a rate of at least 5 m² (54 ft²) per dwelling, based on total dwelling units.

Staff support the subject development on the basis that it satisfies all applicable CSB requirements. More specifically, prior to rezoning adoption, the developer shall:

- Register legal agreements on title to secure a voluntary BP-stage contribution of at least \$1,438,579 (adjusted for applicable rates) for station construction; and
- Provide 1,217 m² (13,101 ft²) of publicly-accessible open space (in a combination of dedication and Statutory Right of Way), which contribution is 24% larger than the CSB minimum open space requirement and is comprised of a plaza and pocket park fronting Brown Road, greenway improvements along Brown Road and Sexsmith Road, and widening of an existing mid-block trail constructed by the neighbouring development, Polygon “Avanti”. (Attachment 5)

- b) Arts District: Capstan Village is part of the CCAP’s designated “Arts District”, the aim of which is to support Richmond’s arts community and public enjoyment of the arts by fostering a concentration of public and private arts, culture, and heritage uses, facilities, and amenities. To date, developers have supported the Plan’s “Arts District” objectives through the provision of various affordable arts spaces (e.g., live/work and work-only studios) and public art.

Staff support the subject development on the basis that it will contribute towards the vitality and amenity of Capstan Village’s emerging arts community and residential neighbourhood at no cost to the City. More specifically, prior to rezoning adoption, the developer shall:

- Submit a voluntary cash contribution (\$141,925) to the City for the creation and management of public art, as determined to the City’s satisfaction; and
- Register legal agreements on title to secure the developer’s provision of 72 m² (779 ft²) of community amenity space (in perpetuity) in the form of two affordable Rentable-Affordable-Work (RAW) studios for professional artists (i.e. “Brown

Road Studios”). Details of the developer’s proposal are set out in Schedule C to the attached Rezoning Considerations (Attachment 8).

The proposed Rentable-Affordable-Work (RAW) studios for professional artists are modelled on four affordable, work-only artist studios previously approved by Council and under construction as part of Capstan Village’s “Concord Gardens” development (ZT 15-700276 / DP 15-700800). In both developments:

- The studios and related uses (e.g., parking, bike storage, shared visitor parking, and waste management facilities) will be constructed, owned, operated, and maintained by the developer, at no cost to the City;
- The studios will be rented on the basis of an annual lease (with an open-ended term) at a City-approved rate of \$2.46/m² (\$0.75/ft²) per month, which rate shall increase annually based on Consumer Price Index or as otherwise determined to the satisfaction of the City;
- Studio tenants shall not be subject to strata, maintenance, parking, or other fees over and above the City-approved monthly unit rents (except for private utilities);
- Tenants must meet financial eligibility requirements (generally as set out in Richmond’s Affordable Housing Strategy) and satisfy the definition of a “Professional Visual Artist” (Attachment 8); and
- Tenants shall be selected by the City from a list of applicants pre-qualified by the developer based on City-approved eligibility criteria.

Staff support the developer’s proposal as the studios will contribute towards:

- Capstan Village’s concentration of arts uses and a better connected local network of arts facilities and public art;
- More walkable streets and public open spaces animated by visually engaging, pedestrian-oriented uses, artworks, and activities (e.g., outdoor art displays within the public open space Statutory Right of Way area adjacent to the studios);
- An expanded inventory of affordable, flexible, well-sized and designed work spaces suitable for a variety of visual arts activities (as demonstrated by operating/approved work-only, art studios located elsewhere in the region); and
- Facilities suitable to meeting the needs of lower income professional artists, as determined based on a clear set of tenant eligibility criteria, including professional qualifications and annual household incomes as per the City’s Affordable Housing Strategy with respect to tenant income levels for Subsidized Rental and Low End Market Rental housing.

2. Proposed Zoning Amendment & Requested Variance

To facilitate the subject development and provide for voluntary developer contributions in compliance with CCAP policy (i.e. affordable housing, Capstan Station Bonus, and community amenity space), the applicant has applied for the subject site to be rezoned from “Auto-Oriented Commercial (CA)” to “Residential/Limited Commercial (RCL4)”, a standard zone expressly intended for use in Capstan Village’s higher density, high-rise areas. In addition, to accommodate site specific conditions, the developer has proposed the following:

- a) Zoning Amendment: A minor, site-specific amendment to the “Residential/Limited Commercial (RCL4)” zone to permit the calculation of density on a 294 m² (3,165 ft²) strip of land along the site’s Brown and Sexsmith Road frontages that staff recommend for dedication for public open space purposes.

Staff support the proposed amendment to the RCL4 zone on the basis that it is consistent with CCAP policy and City practice. More specifically:

- The CCAP permits public open space features to be dedicated without any loss of buildable floor area where such features:
 - i. Are not identified on Richmond’s Development Cost Charge program; and
 - ii. Provide for enhanced public open space function; and
 - The affected portion of the subject site:
 - i. Is not identified on Richmond’s Development Cost Charge program; and
 - ii. Will provide for enhanced public open space function through:
 - Approximately 294 m² (3,165 ft²) of additional public open space area over and above the development’s minimum Capstan Station Bonus public open space requirement, based on the City-approved rate of 5 m² (54 ft²) per dwelling and 168 units;
 - Enhanced greenway features; and
 - Unrestricted City use to accommodate future public open space, mobility, and engineering needs.
- b) Zoning Variance: An increase in maximum permitted building height from 35 m (115 ft.) to approximately 41 m (133 ft.) to accommodate habitable area, elevator and mechanical penthouse space, and roof articulation.

Staff support the proposed height increase on the basis that it will contribute towards height variation in the local area (i.e. nearby towers vary in height from 35 m / 115 ft. to 45 m / 148 ft.) and a more appealing urban environment. More specifically, the requested height increase improves the applicant’s ability to attractively develop the subject site with a single tower (rather than two), which will in turn help provide for:

- Increased tower separation to existing and future neighbours, including 45 m (149 ft.) minimum to Polygon’s “Avanti” towers (to the west) and 35 m (115 ft.) to the subject site’s north property line (as opposed to the CCAP’s 35 m / 115 ft. minimum tower-to-tower spacing);
- Reduced shading and overlook of neighbouring residential developments;
- Increased publicly-accessible open space (i.e. 24% more than the minimum required under the Capstan Station Bonus open space policy), including the planting of three specimen-size replacement trees; and
- Community amenity space at grade in the form of two rentable-affordable-work (RAW) studios for professional artists that be designed and operated (by the subject developer) to enhance the public use and enjoyment of the development’s proposed on-site public open space.

3. Housing

- a) Affordable Housing: The subject rezoning application was submitted on July 18, 2017. Rezoning applications, such as the subject application, which were submitted prior to Council approval of amendments to the City's Affordable Housing Strategy on July 24, 2017, are grandfathered under the City's previous affordable housing built unit requirement (i.e., 5% of total residential floor area), provided that the applicable rezoning bylaw receives first reading of Council prior to July 24, 2018.

The developer proposes to design and construct 11 low-end-of-market rental (LEMR) units, to a turnkey level of finish, at the developer's sole cost, comprising at least 816 m² (8,788 ft²) of habitable space, based on 5% of the development's total maximum residential floor area (as per the proposed RCL4 zone).

Occupants of the LEMR units will enjoy full use of all on-site indoor and outdoor residential amenity spaces, which, together with parking, bike storage, and related features, will be provided by the owner/operator at no additional charge to the affordable housing occupants.

Through the Development Permit review processes, staff will work with the developer to engage a non-profit operator to manage the development's required LEMR units. More information regarding potential arrangements will be provided through the Development Permit staff report and DP Considerations.

Staff support the developer's proposal, which is consistent with City policy. Prior to rezoning adoption, a Housing Agreement and Housing Covenant will be registered on title requiring that the developer satisfies all City requirements.

Unit Type (1)	Affordable Housing Strategy Requirements			Project Targets (3)	
	Min. Permitted Unit Area	Max. Monthly Unit Rent (2)	Total Max. Household Income (2)	% of Units	# of Units
Bachelor	37 m ² (400 ft ²)	\$811	\$34,650 or less	10%	1-2
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	30%	3-4
2- BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	30%	3
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	30%	3
TOTAL	816.4 m² (8,787.9 ft²)	Varies	Varies	100%	11

- (1) All units (except any 2-storey townhouses) shall meet Richmond Basic Universal Housing (BUH) standards or better.
 (2) Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.
 (3) Project Targets will be confirmed to the City's satisfaction through the Development Permit* process.

- b) Dwelling Unit Mix: The OCP and CCAP encourage the development of a variety of unit types and sizes supportive of the diverse needs of Richmond's population including, but not limited to, households with children.

The developer's proposed unit mix includes 4% bachelor (7 units), 10% 1-bedroom (17 units), 67% 2- bedroom (112 units), and 19% 3-bedroom (32 units).

- c) Accessibility: Richmond's Official Community Plan (OCP) seeks to meet the needs of the city's aging population and people facing mobility challenges by encouraging the development of accessible housing that can be approached, entered, used, and occupied by persons with physical and/or sensory disabilities.

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

- Barrier-free lobbies, common areas, and amenity spaces;
- Aging-in-place features in all units (e.g., grab bar blocking and lever handles); and
- 19% Basic Universal Housing (BUH) units (i.e. 32 of 168 total units), including 13% of market units (i.e. 21 of 157 units) and 100% of affordable housing units (i.e. 11 units). (Note: The developer will be utilizing the Zoning Bylaw's BUH floor area exemption of 1.86 m² / 20 ft² per BUH unit.)

4. Transportation

The CCAP requires the expansion of Capstan Village's street, bike, and pedestrian networks and encourages developer contributions towards funding of the Capstan Canada Line Station through the Capstan Station Bonus. In addition, the Zoning Bylaw provides reduced parking rates for developments that satisfy the station funding provisions of the Capstan Station Bonus and permits further rate reductions for developments that incorporate transportation demand management measures.

Staff support the developer's proposal, which satisfies all City requirements. All off-site transportation improvements required with respect to the subject development will be designed and constructed at the developer's sole cost through the City's standard Servicing Agreement processes (secured with a Letter of Credit). Key transportation improvements to be provided by the developer include:

- a) The eastward extension of Brown Road to Sexsmith Road, together with pedestrian greenway and off-street bike path improvements;
- b) The installation of a special crosswalk (complete with downward lighting) at the intersection of Brown Road and Sexsmith Road;
- c) Completion of the protected bike route along Brown/Sexsmith from Cambie Road to Carscallen Road via the construction of interim on-street bike lane improvements north of the subject site (which improvements will not displace existing on-street parking);
- d) Improvements to an existing mid-block, multi-use trail along the subject site's west side (i.e. widening, lighting, and landscape features); and
- e) To minimize potential pedestrian/cycling conflicts along Brown and Sexsmith Roads, shared driveway access to the subject site via the neighbouring development on the subject site's west side (Polygon "Avanti"), which access was secured via that adjacent development's earlier City approval processes (RZ 11-591985 and DP 12-612510).

5. Site Servicing Improvements

The developer shall be responsible for the design and construction of required water, storm sewer, and sanitary sewer upgrades and related public and private utility improvements, as determined to the satisfaction of the City. The developer's design and construction of the required improvements shall be implemented through the City's standard Servicing Agreement (SA) process, secured with a Letter of Credit, as set out in the attached Rezoning Considerations (Attachment 8). Prior to rezoning adoption, the developer will enter into the Servicing Agreement, which generally shall include road works, together with water, drainage, and sanitary sewer upgrades along all street frontages.

6. 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. Staff support the developer's proposal, which provides for the following:

- a) District Energy Utility (DEU): The developer will design and construct 100% of the subject development to facilitate its future connection to a DEU system, which may include an owner supplied and installed central energy plant to provide heating and cooling to the building and transfer of the energy plant to the City, all at no cost to the City.
- b) Leadership in Energy and Environmental Design (LEED): The CCAP requires that all rezoning applications greater than 2,000.0 m² (21,527.8 ft²) in size meet LEED Silver (equivalency) or better, paying particular attention to features significant to Richmond (e.g., green roofs, urban agriculture, DEU, storm water management/quality). The developer has agreed to comply with this policy. A LEED Checklist is attached (Attachment 6). Design development will be undertaken through the Development Permit process.
- c) Electric Vehicle (EV) Facilities: Richmond's Zoning Bylaw includes minimum rates for the provision of EV charging equipment for residential parking (i.e. 100% equipped with Level 2 charging or better) and Class 1 bike storage (i.e. shared charging based on one 120V duplex outlet for each 10 bikes). The developer's proposal complies with the City's requirements. Prior to adoption of the rezoning bylaw, a legal agreement will be registered on title securing the required EV facilities.

7. Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site (City) tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The City's Tree Preservation Coordinator and Parks Arborist have reviewed the Arborist's Report and support the Arborist's findings. Based on this, staff recommend and the developer has agreed to the following, as set out in the attached Rezoning Considerations. (Attachment 8)

- a) On-Site Tree Removal and Replacement: The developer shall submit \$40,000 (Letter of Credit) to secure the developer's removal and replacement of 27 existing bylaw-size trees with 53 replacement trees on the subject site, including:
 - \$25,000 for the 2:1 replacement of 25 existing bylaw-size trees with 50 replacement trees (based on \$500 per replacement tree), as determined to the City's satisfaction through the developer's Development Permit process; and
 - \$15,000 for the replacement of two mature Rock Elms (calipers of 143 cm and 120 cm) with three specimen trees in the development's proposed plaza and pocket park fronting Brown Road, as determined to the City's satisfaction through the developer's Servicing Agreement process;
- b) Off-Site City-Owned Trees: The developer shall submit \$9,100 to the City's Tree Compensation Fund with respect to the removal of 12 trees and one hedge that will be impacted by the extension of Brown Road to Sexsmith Road, which funds shall be used by the City for the planting of replacement trees elsewhere within Richmond; and

- c) Neighbouring Tree Protection and/or Replacement: The developer shall install tree protection fencing and retain an Arborist to ensure the health and safety of 10 existing trees on the neighbouring property south of the subject site (3779 Sexsmith Road / “Continental” shopping centre) and 8 existing trees on the neighbouring property north of the subject site (8388 Capstan Way / “Union Square” shopping centre). Note, however, with respect to the “Union Square” trees, if the owner and developer agree that the 8 existing trees can be removed and replaced (at the developer’s cost), prior to rezoning adoption, a legal agreement shall be registered on title requiring that the developer receives a Tree Removal Permit and submits a Letter of Credit to ensure that the necessary tree replacement is complete prior to occupancy of the subject development.

8. Community Planning

As per CCAP policy, the developer proposes to voluntarily contribute \$41,743 towards future City community planning studies, based on \$2.69/m² (\$0.25/ft²) and 15,512 m² (166,971 ft²), the maximum permitted buildable floor area under the proposed “Residential/Limited Commercial (RCL4)” zone, excluding affordable housing and community amenity space (i.e. affordable work-only artist studios).

Effective February 19, 2018, Richmond City Council adopted changes to the City Centre Area Plan for the purpose of increasing the “community planning” contribution rate to \$3.01/m² (\$0.28/ft²); however, applications received prior to February 19, 2018 (including the subject rezoning application, which was submitted on July 18, 2017) will be grandfathered under the previous contribution rate of \$2.69/m² (\$0.25/ft²), provided that any such application receives first reading of its Rezoning Bylaw prior to February 19, 2019.

9. Development Phasing

The developer does not propose to phase the design or construction of the development (i.e. one Development Permit application and one Building Permit application). Prior to rezoning adoption, legal agreements will be registered on title with respect to affordable housing, the proposed affordable work-only studios, public open space, District Energy Utility (DEU), and all works subject to the project’s Servicing Agreement requiring that such features shall be completed and ready for occupancy prior to first (market residential) occupancy of the building.

10. Built Form and Architectural Character

The developer proposes to construct a high-rise, high density, mixed use development fronting Brown and Sexsmith Roads, within walking distance of a new 1.7 ha (4.2 ac) park (“Avanti Park”), a recently approved City community centre and Early Childhood Development Hub, the existing Aberdeen Canada Line Station, and the future Capstan Canada Line Station. The proposed development is consistent with CCAP policy for the provision of land (via a combination of dedication and Statutory Rights of Way) to facilitate required transportation and public open space improvements. The proposed form of development, which combines articulated streetwall building elements and a single tower, generally conforms to the CCAP’s Development Permit Guidelines. More specifically, the development has successfully demonstrated:

- a) A strong urban concept contributing towards a high-density, high-amenity, pedestrian-oriented environment, comprising a variety of dwelling types (including townhouse and

apartment units), community amenity space in the form of two storefront-type rentable-affordable-work (RAW) studios, and public plaza, pocket park, and mid-block walkway;

- b) Variations in massing contributing towards streetscape interest, solar access to usable rooftops, and upper- and mid-level views across the site for residents and neighbours;
- c) An articulated building typology with a distinct identity and human scale;
- d) Sensitivity to future and existing residential neighbours (e.g., Polygon “Avanti”), by accommodating the development within a single tower at the site’s southeast corner where it serves to maximize tower spacing and will minimize shading and overlook;
- e) A coordinated approach to recently approved adjacent development (i.e. Polygon “Avanti”) with respect to shared driveway design, mid-block trail improvements, and fronting townhouse units; and
- f) Opportunities to contribute towards a high amenity public realm, particularly along Brown Road at the proposed plaza and pocket park.

In addition, prior to adoption of the rezoning bylaw, a legal agreement will be registered on title to notify future residents of view and other potential impacts that may arise as a result of surrounding development and/or proximity to the development’s proposed art studios (Brown Road Studios) and public open space activities.

Development Permit (DP) approval, to the satisfaction of the Director of Development, will be required prior to rezoning adoption. At DP stage, design development is encouraged with respect to the following items.

- a) Skyline: With respect to the developer’s requested height variance, particular attention will be paid through the DP process to articulation of the tower and the treatment of its roof to ensure that it effectively conceals rooftop equipment, contributes to an attractive and varied skyline, and provides for appealing views from taller neighbouring buildings.
- b) Residential Livability: The design of townhouses along the mid-block trail, internal corner units, and other aspects of the development will be reviewed and refined to address potential livability impacts arising from overlook or other factors.
- c) Brown Road Studios: Opportunities will be explored through the design of these units and the related public plaza, pocket park, and built form to contribute towards Capstan Village’s emerging “Arts District” and the creation of an animated, adaptable, and pedestrian-friendly streetscape.
- d) Capstan Station Bonus Public Open Space: The size and location of the project’s proposed public open space proposed satisfies the CCAP requirements and RCL4 rates. (Attachment 5) Information is required regarding the area’s programming and landscaping to ensure they satisfy City objectives with respect to the planting of specimen replacement trees, coordination with the proposed rentable-affordable-work (RAW) studios, and the interface with adjacent development (Polygon “Avanti”) along the mid-block trail and shared driveway.
- e) Common Amenity Spaces: The proposed indoor and outdoor common amenity spaces satisfy OCP and CCAP DP Guidelines rates, as indicated in the attached Data Sheet (Attachment 4). More information is required with respect to the programming, design, and landscaping of these spaces to ensure they will satisfy City objectives. As part of this

review, the developer's proposed use of inaccessible/extensive green roofs will be considered, together with potential opportunities for creating more usable rooftop areas.

- f) Private Amenity Spaces: The City has adopted guidelines for the provision of private outdoor space for residential uses. An assessment of proposed private amenity areas will be undertaken through the Development Permit process.
- g) Accessibility: Through the Development Permit process the design and distribution of accessible units and common spaces and uses will be refined.
- h) Sustainability: A LEED Checklist is attached. (Attachment 6) Opportunities to better understand and enhance the building's performance in coordination with its architectural expression will be explored through the Development Permit process.
- i) Emergency Services: Through the Development Permit process, Fire Department response points, an addressing plan, and related provisions for firefighting will be addressed.
- j) Crime Prevention through Environmental Design (CPTED): The City has adopted policies intended to minimize opportunities for crime and promote a sense of security. A CPTED checklist and plans demonstrating surveillance, defensible space, and related measures will be reviewed through the Development Permit process.
- k) Parking and Loading: A draft functional plan showing internal vehicle circulation, truck manoeuvring, and related features has been provided and will be finalized through the DP process. Prior to adoption of the rezoning bylaw, a legal agreement will be registered on title to ensure that parking provided for the use of affordable housing occupants and residential visitors will not be configured in a tandem arrangement.
- l) Waste Management: A draft waste management plan has been submitted and will be finalized through the DP process.

11. 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 constructed to City standards, such as road works, waterworks, storm sewers, sanitary sewers, street lights, street trees, and bike lanes. The anticipated Operating Budget impact for the ongoing maintenance of these assets is \$8,892. This will be considered as part of the 2019 Operating Budget.

Conclusion

Polygon Development 218 Ltd. has applied to the City of Richmond for permission to rezone lands in the City Centre's Capstan Village area at 3551, 3571, 3591, 3611, and 3631 Sexsmith Road, from "Single Detached (RS1/F)" to "Residential/Limited Commercial (RCL4)", to permit a 16,329 m², (175,759 ft²), high-rise development containing 157 market dwellings, 11 affordable (low-end of market rental) units (secured in perpetuity with a Housing Agreement and covenant registered on title), and 72 m² (779 ft²) of community amenity space in the form of two rentable-affordable-work studios for professional artists (secured with legal agreements registered on title). A proposed amendment to the RCL4 zone will, if approved, permit the calculation of density on part of the subject development's required road dedication, as per current City Centre Area Plan (CCAP) policy. 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. On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9836, be introduced and given first reading.



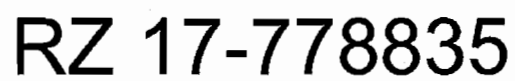
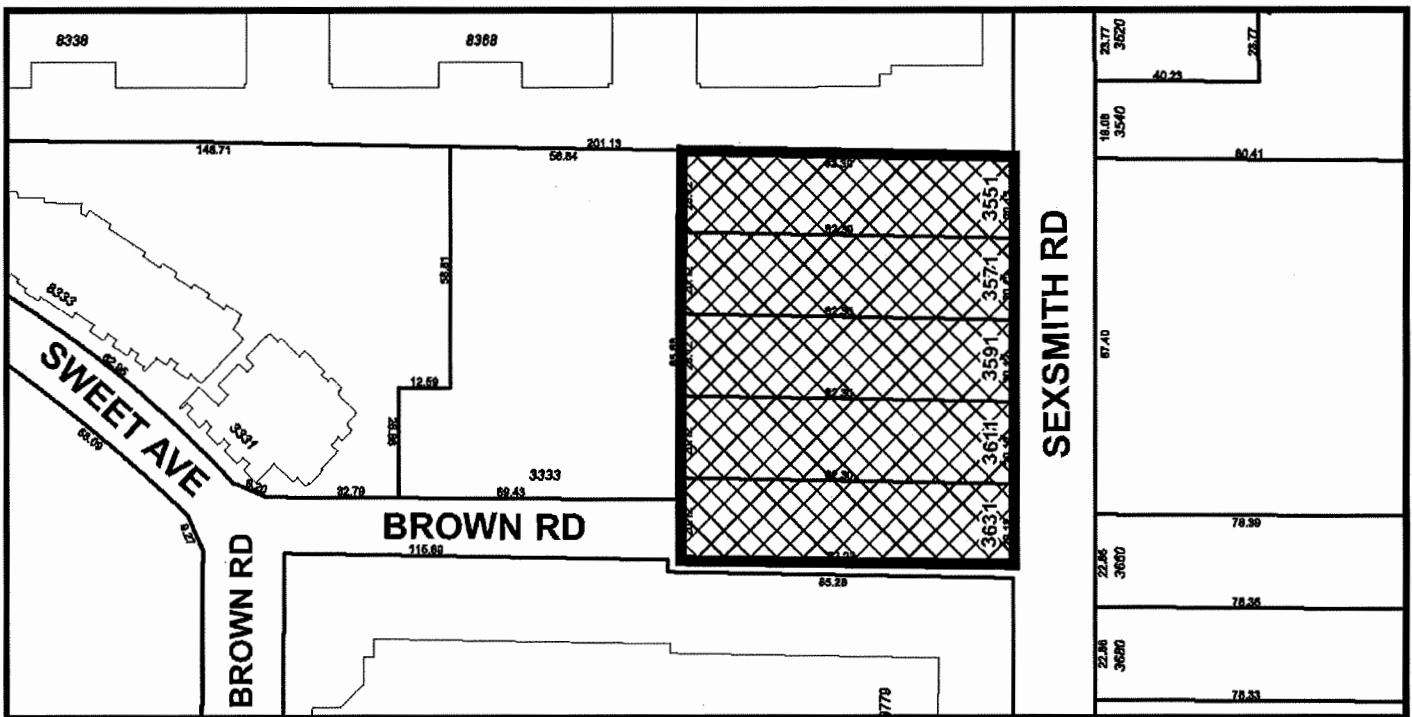
Suzanne Carter-Huffman
Senior Planner / Urban Design

SPC:cas

Attachments:

1. Location Map
2. Aerial Photograph
3. City Centre Area Plan – Specific Land Use Map: Capstan Village (2031)
4. Development Application Data Sheet
5. Capstan Station Bonus – Proposed Public Open Space Contribution
6. LEED Checklist
7. Conceptual Development Plans
8. Rezoning Considerations

Location Map



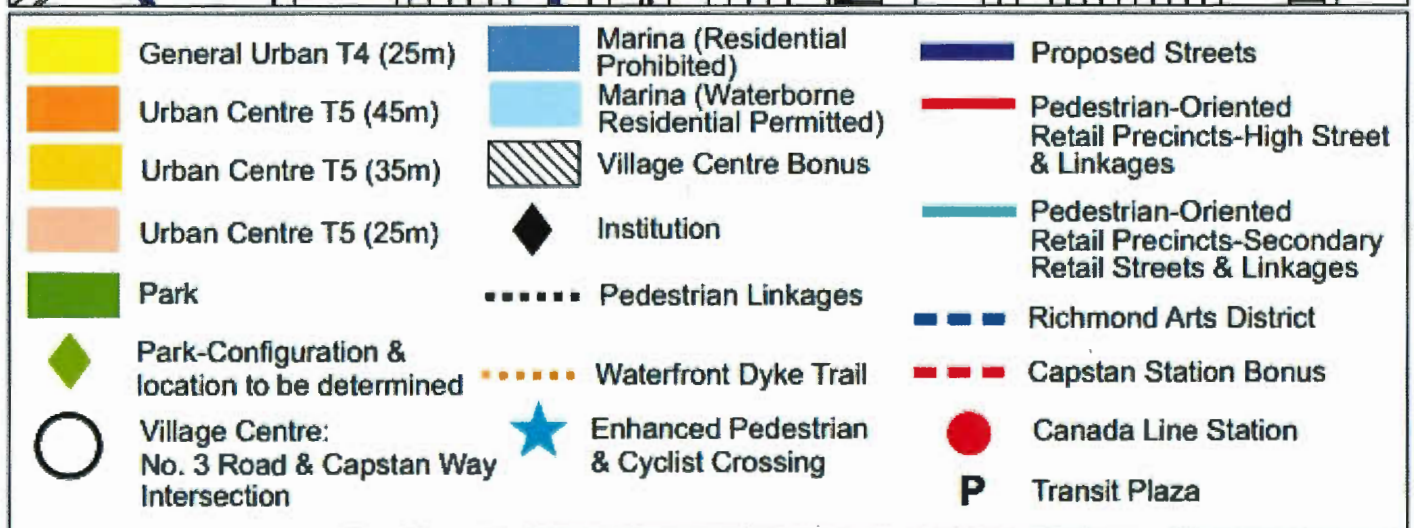
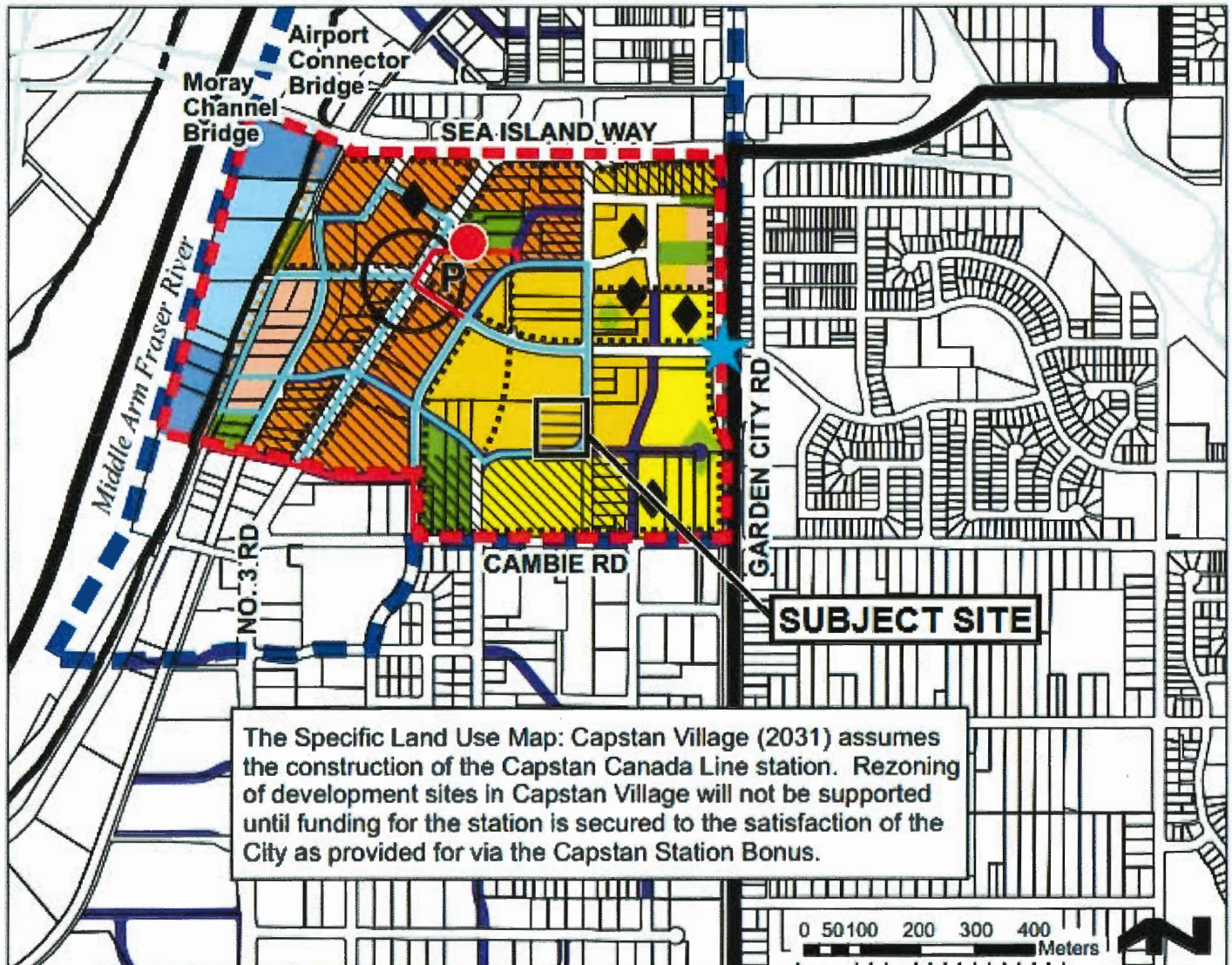
Note: Dimensions are in METRES



	<h1>RZ 17-778835</h1>	<p>Original Date: 08/15/17</p> <p>Revision Date:</p> <p>Note: Dimensions are in METRES</p>
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Specific Land Use Map: Capstan Village (2031)

Bylaw 9593
2017/05/08




RZ 17-778835
Attachment 4

Address: 3551, 3571, 3591, 3611, and 3631 Sexsmith Road

Applicant: Polygon Development 218 Ltd Owner: Polygon Fiorella Homes Ltd, Inc. No. 0750635

Planning Area(s): City Centre (Capstan Village)

	Existing	Proposed
Site Area	<ul style="list-style-type: none"> 8,272.5 m² (89,044.4 ft²) 	<ul style="list-style-type: none"> Road: 2,035.1 m² (21,905.6 ft²), including 294.0 m² (3,164.6 ft²) that shall be eligible as Capstan Station Bonus public open space Net site: 6,237.4 m² (67,138.8 ft²)
Land Uses	<ul style="list-style-type: none"> Large lot single family residential 	<ul style="list-style-type: none"> High-rise, multi-family residential
OCP Designation	<ul style="list-style-type: none"> Mixed Use 	<ul style="list-style-type: none"> No change
CCAP Designation	<ul style="list-style-type: none"> Urban Centre T5 (35 m) Proposed Streets 	<ul style="list-style-type: none"> No change
Aircraft Noise Sensitive Development (ANSO) Policy	<ul style="list-style-type: none"> High Aircraft Noise "Area 2" – All uses may be considered, except single family homes. (Covenant, acoustic report, noise mitigation & air conditioning required) 	<ul style="list-style-type: none"> As required
Zoning	<ul style="list-style-type: none"> Single Detached (RS1/F) 	<ul style="list-style-type: none"> Residential/Limited Commercial (RCL4)
Number of Dwelling Units	<ul style="list-style-type: none"> Nil (Vacant lots) 	<ul style="list-style-type: none"> 168 units, including: <ul style="list-style-type: none"> Market housing: 157 Affordable (LEMR) housing: 11
Dwelling Unit Types	<ul style="list-style-type: none"> Nil (Single family homes permitted) 	<ul style="list-style-type: none"> 4% Bachelor (7 units) 10% 1-BR (17 units) 67% 2-BR (112 units) 19% 3-BR (32 units)
Accessible Dwellings	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> 19% (32 units) Basic Universal Housing units: <ul style="list-style-type: none"> Market housing: 13% (21 units) Affordable housing: 100% (11 units) 100% of units include aging-in-place features (e.g., handrails, lever handles & blocking in walls for future grab bar installation)

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio (max.)	<ul style="list-style-type: none"> 2.5 FAR, adjusted to 2.618 FAR (based on reduced site area due to Capstan Station Bonus public open space dedication, as permitted under CCAP for non-DCC eligible road & park) 	<ul style="list-style-type: none"> 2.618 FAR (as per proposed amendments to the RCL4 zone) 	None permitted
Buildable Floor Area	<ul style="list-style-type: none"> Max. 16,328.5 m² (175,758.5 ft²) 	<ul style="list-style-type: none"> 16,328.5 m² (175,758.5 ft²), including: <ul style="list-style-type: none"> Market: 15,512.1 m² (95%) Affordable: 816.4 m² (5%) 	None permitted

Bylaw Requirement		Proposed	Variance
Lot Area	<ul style="list-style-type: none"> Min. 4,000.0 m² (43,055.6 ft²) 	<ul style="list-style-type: none"> 6,237.4 m² (67,138.8 ft²) 	None
Lot Coverage	<ul style="list-style-type: none"> Max. 90%, excluding areas granted via SRW for road or park 	<ul style="list-style-type: none"> 90% 	None
Setback – Road	<ul style="list-style-type: none"> 6.0 m (19.7 ft.) min., but may be reduced to 3.0 m (9.8 ft.) min. based on a proper public realm interface (measured to a property line) 	<ul style="list-style-type: none"> East: 3.0 m (9.8 ft.) min. South: 3.0 m (9.8 ft.) min. (NOTE: The building is permitted to encroach into public open space/plaza SRW area) 	None
Setback – Interior Property Line	<ul style="list-style-type: none"> Nil 	<ul style="list-style-type: none"> West: 4.5 m (14.8 ft.) (NOTE: The building is NOT permitted to encroach into public open space SRW area) North: 0.6 m (2.0 ft.) 	None
Setback – Projections	<ul style="list-style-type: none"> Balconies: 1.0 m (3.3 ft.) max. Architectural features: 0.6 m (2.0 ft.) max Weather protection: To the property line 	<ul style="list-style-type: none"> Balconies: 1.0 m (3.3 ft.) max. 	None
Height	<ul style="list-style-type: none"> 35.0 m (114.8 ft.) max. (measured finished grade) 	<ul style="list-style-type: none"> 40.5 m (132.9 ft.) 	Increase by 5.5 m (18.1 ft.)
Parking Spaces	<ul style="list-style-type: none"> 183 min. total spaces, including: <ul style="list-style-type: none"> 142 Market sp @ 1.0/unit –10% TDM 9 Afford. sp. @ 0.9/unit – 10% TDM 31 Visitor sp. @ 0.2/unit –10% TDM 1 Brown Road Studios sp. 	<ul style="list-style-type: none"> 198 min. total spaces, including: <ul style="list-style-type: none"> 157 Market spaces (1.0/unit) 9 Affordable spaces 31 Visitor spaces 1 Brown Road Studios space 	None
Parking – Accessible Spaces	<ul style="list-style-type: none"> 6 spaces min (2% min) including: <ul style="list-style-type: none"> 2 Market spaces 1 Affordable space 1 Visitor space 1 Brown Road Studios space 	<ul style="list-style-type: none"> 6 spaces min (2% min) including: <ul style="list-style-type: none"> 3 Market spaces 1 Affordable space 1 Visitor space 1 Brown Road Studios space 	None
Parking – Tandem Spaces	<ul style="list-style-type: none"> Legal agreement registered on title to limit tandem parking to Market housing & require that both spaces in a tandem pair of spaces is assigned to the same unit 	<ul style="list-style-type: none"> None proposed 	None
Parking – Small Car Spaces	<ul style="list-style-type: none"> 97 spaces max (50% max) including: <ul style="list-style-type: none"> 78 Market spaces 4 LEMR spaces 15 Visitor spaces NIL Brown Road Studios space 	<ul style="list-style-type: none"> 92 - 97 spaces max, including: <ul style="list-style-type: none"> 73 - 78 Market spaces max. 4 LEMR spaces max. 15 Visitor spaces max. NIL Brown Road Studios space 	None
Off-Street Loading:	<ul style="list-style-type: none"> 1 medium truck (SU-9) space for general loading & waste management vehicles 	<ul style="list-style-type: none"> 1 medium truck (SU-9) space for general loading & waste management vehicles 	None
Class 1 Bikes (Secured)	<ul style="list-style-type: none"> 214 bike spaces min. in bike rooms, including: <ul style="list-style-type: none"> 196 Market spaces @ 1.25/unit 14 Affordable spaces @ 1.25/unit 4 Brown Road Studios spaces 	<ul style="list-style-type: none"> 214 bike spaces min. in bike rooms, including: <ul style="list-style-type: none"> 196 Market spaces @ 1.25/unit 14 Affordable spaces @ 1.25/unit 4 Brown Road Studios spaces 	None
Class 2 Bikes (Unsecured)	<ul style="list-style-type: none"> 37 bike spaces min. @ 0.2/unit (in publicly-accessible racks) 	<ul style="list-style-type: none"> 37 bike spaces (in publicly-accessible racks) 	None
EV (Energized) Charging for Cars (240V or 120V)	<ul style="list-style-type: none"> 100% Market parking spaces 100% Affordable parking space NIL Visitor spaces NIL Brown Road Studios space 	<ul style="list-style-type: none"> 157 (100%) Market parking spaces 9 (100%) Affordable parking spaces NIL Visitor spaces NIL Brown Road Studios space 	None

Bylaw Requirement	Proposed	Variance
EV (Energized) Charging for Class 1 Bikes (120V)	<ul style="list-style-type: none"> 23 min. @ 1 duplex receptacle /10 Class 1 bike spaces per bike room, including: <ul style="list-style-type: none"> 20 Market receptacles 2 Affordable receptacles 1 Brown Road Studios receptacle 	<ul style="list-style-type: none"> 23 min. (120V duplex) receptacles, including: <ul style="list-style-type: none"> 20 Market receptacles 2 Affordable receptacles 1 Brown Road Studios receptacle <p>None</p>
Amenity Space – Indoor	<ul style="list-style-type: none"> 100 m² (1,076 ft²) min. (as per rates typically applied to developments with less than 200 units) 	<ul style="list-style-type: none"> 336 m² (3,617 ft²) based on 2.0 m² (21.5 ft²) / unit (as typically applied to developments with 200 or more units) <p>None</p>
Amenity Space – Outdoor (Excluding extensive green roofs)	<ul style="list-style-type: none"> 1,649.7 m² (17,760.5 ft²), including: <ul style="list-style-type: none"> OCP: 840 m² (9,042 ft²) min. @ 5.0 m² (64.6 ft²), including 50% constructed as children's play space CCAP: 623.7 m² (6,713.9 ft²) min. @ 10% of net site for additional on-site landscape (excluding extensive green roofs) 	<ul style="list-style-type: none"> 1,649.7 m² (17,760.5 ft²), including: <ul style="list-style-type: none"> OCP: 840 m² (9,042 ft²) min., including 50% constructed as children's play space CCAP: 623.7 m² (6,713.9 ft²) min. additional on-site landscape (excluding extensive green roofs) <p>None</p>
Extensive Green Roofs	<ul style="list-style-type: none"> Encouraged on all inaccessible roofs 	<ul style="list-style-type: none"> Proposed on tower and mid-level roofs. The extent & design of these roofs will be refined through the Development Permit process. <p>None</p>

Other: Tree replacement compensation is required for the loss of significant trees (as per Rezoning Considerations).

NOTE: Floor areas are preliminary estimates and are not inclusive of garages. The exact building size shall be determined through Zoning Bylaw compliance review at Building Permit stage.





for Homes

LEED for Homes Mid-rise Pilot Simplified Project Checklist

Builder Name:	Polygon Construction Management
Project Team Leader (if different):	Robin Glover, Polygon Homes
Home Address (Street/City/State):	3551 Sexsmith, Richmond, BC

Project Description:

Building type: Mid-rise multi-family

of stories: 13

of units: 168

Avg. Home Size Adjustment: -9.5

Adjusted Certification Thresholds

Certified: 35.5

Gold: 65.5

Silver: 50.5

Platinum: 80.5

Project Point Total		Final Credit Category Total Points			
Prelim: 53.5 + 6 maybe pts	Final: 9.5	ID: 0	SS: 5	EA: 4.5	EQ: 0
Certification Level		LL: 0	WE: 0	MR: 0	AE: 0
Prelim: Silver	Final: Not Certified	Minimum Point Thresholds Not Met for Final Rating			

date last updated:

last updated by:

Max
PtsProject Points
Preliminary Final

Innovation and Design Process (ID)		(No Minimum Points Required)	Max	Y/Pts	Maybe	No	Y/Pts	
1. Integrated Project Planning	1.1	Preliminary Rating	Prereq					
	1.2	Energy Expertise for MID-RISE	Prereq					
	1.3	Professional Credentialed with Respect to LEED for Homes	1	1	0		0	
	1.4	Design Charrette	1	0	0		0	
	1.5	Building Orientation for Solar Design	1	0	0		0	
	1.6	Trades Training for MID-RISE	1	1	0		0	
2. Durability Management Process	2.1	Durability Planning	Prereq					
	2.2	Durability Management	Prereq					
	2.3	Third-Party Durability Management Verification	3	3	0		0	
3. Innovative or Regional Design	3.1	Innovation #1	1	1	0		0	
	3.2	Innovation #2	1	0	0		0	
	3.3	Innovation #3	1	0	0		0	
	3.4	Innovation #4	1	0	0		0	
Sub-Total for ID Category:			11	6	0		0	
Location and Linkages (LL)		(No Minimum Points Required)	OR	Max	Y/Pts	Maybe	No	Y/Pts
1. LEED ND	1	LEED for Neighborhood Development	LL2-6	10	0	0		0
2. Site Selection	2	Site Selection		2	0	0		0
3. Preferred Locations	3.1	Edge Development		1	0	0		0
	3.2	Infill	LL 3.1	2	2	0		0
	3.3	Brownfield Redevelopment for MID-RISE		1	0	0		0
4. Infrastructure	4	Existing Infrastructure		1	1	0		0
5. Community Resources/ Transit	5.1	Basic Community Resources for MID-RISE		1	0	0		0
	5.2	Extensive Community Resources for MID-RISE	LL 5.1, 5.3	2	0	0		0
	5.3	Outstanding Community Resources for MID-RISE	LL 5.1, 5.2	3	3	0		0
6. Access to Open Space	6	Access to Open Space		1	1	0		0
Sub-Total for LL Category:			10	7	0		0	
Sustainable Sites (SS)		(Minimum of 5 SS Points Required)	OR	Max	Y/Pts	Maybe	No	Y/Pts
1. Site Stewardship	1.1	Erosion Controls During Construction	Prerequisite					
	1.2	Minimize Disturbed Area of Site for MID-RISE	1	1	0		0	
2. Landscaping	2.1	No Invasive Plants	Prerequisite					
	2.2	Basic Landscape Design	1	1	0		0	
	2.3	Limit Conventional Turf for MID-RISE	SS 2.4	2	1	0		1
	2.4	Drought Tolerant Plants for MID-RISE	SS 2.4	1	0	1		0
	2.5	Reduce Overall Irrigation Demand by at Least 20% for MID-RISE		3	0	0		0
3. Local Heat Island Effects	3.1	Reduce Site Heat Island Effects for MID-RISE		1	0	0		0
	3.2	Reduce Roof Heat Island Effects for MID-RISE		1	0	0		0
4. Surface Water Management	4.1	Permeable Lot for MID-RISE		2	1	1		0
	4.2	Permanent Erosion Controls		1	1	0		0
	4.3	Stormwater Quality Control for MID-RISE		2	0	0		0
5. Nontoxic Pest Control	5	Pest Control Alternatives		2	1	1		0
6. Compact Development	6.1	Moderate Density for MID-RISE		2	0	0		0
	6.2	High Density for MID-RISE	SS 6.1, 6.3	3	0	0		0
	6.3	Very High Density for MID-RISE	SS 6.1, 6.2	4	4	0		4
7. Alternative Transportation	7.1	Public Transit for MID-RISE		2	2	0		0
	7.2	Bicycle Storage for MID-RISE		1	1	0		0
	7.3	Parking Capacity/Low-Emitting Vehicles for MID-RISE		1	1	0		0
Sub-Total for SS Category:			22	14	3		5	

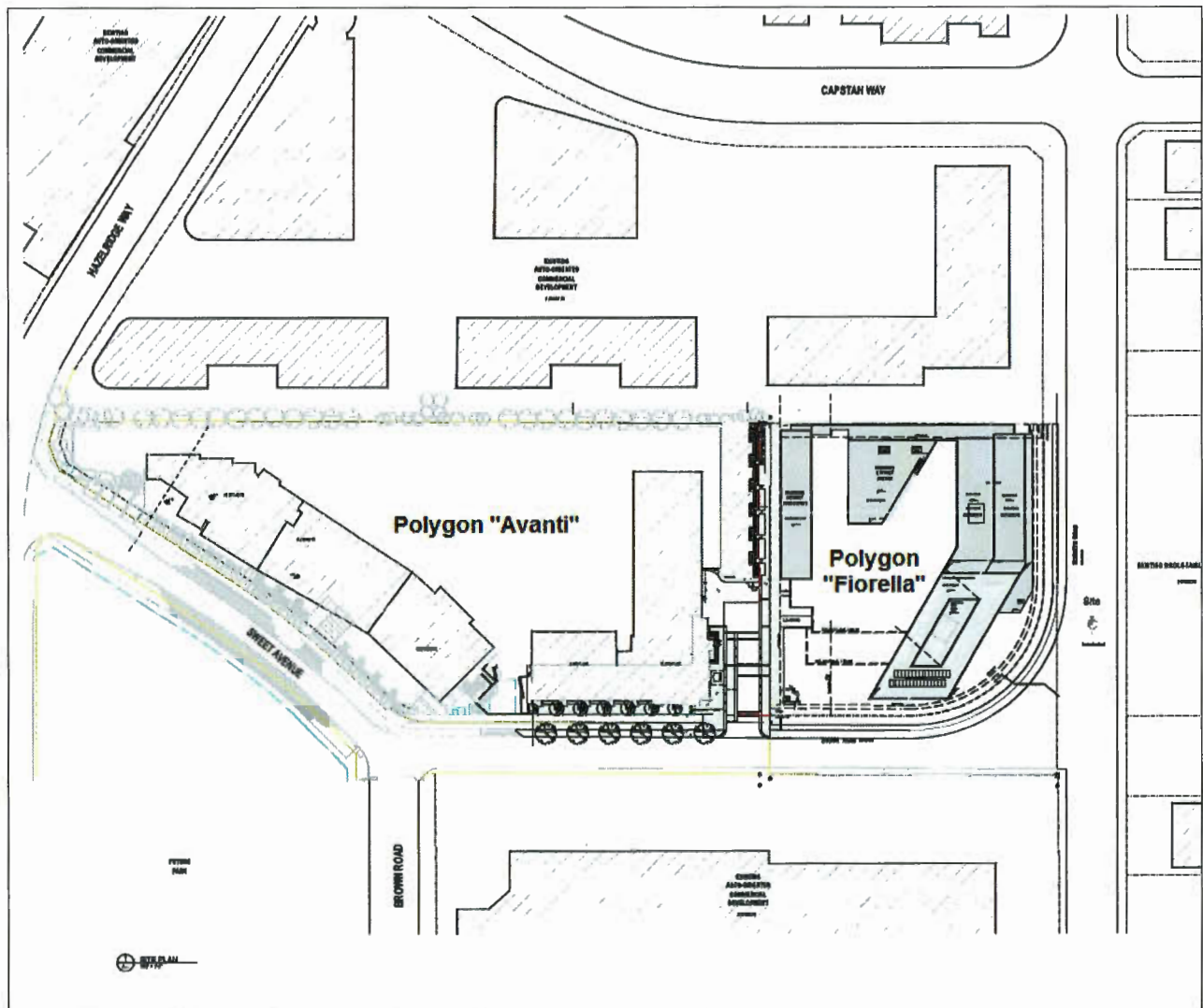
LEED for Homes Mid-rise Pilot Simplified Project Checklist (continued)

						Max Pts	Project Points			
							Preliminary	Final		
Water Efficiency (WE)			(Minimum of 3 WE Points Required)		OR	Max	Y/Pts	Maybe	No	Y/Pts
1. Water Reuse	2x	1	Water Reuse for MID-RISE			5	0	0		0
2. Irrigation System	2x	2.1	High Efficiency Irrigation System for MID-RISE		WE 2.2	2	2	0		0
		2.2	Reduce Overall Irrigation Demand by at Least 45% for MID-RISE			2	0	0		0
3. Indoor Water Use		3.1	High-Efficiency Fixtures and Fittings			3	2	0		0
		3.2	Very High Efficiency Fixtures and Fittings			6	2	0		0
		3.3	Water Efficient Appliances for MID-RISE			2	1	1		0
Sub-Total for WE Category:						15	7	1		0
Energy and Atmosphere (EA)			(Minimum of 0 EA Points Required)		OR	Max	Y/Pts	Maybe	No	Y/Pts
1. Optimize Energy Performance		1.1	Minimum Energy Performance for MID-RISE			Frereq				
		1.2	Testing and Verification for MID-RISE			Frereq				
		1.3	Optimize Energy Performance for MID-RISE			34	4.5	0		4.5
7. Water Heating	2x	7.1	Efficient Hot Water Distribution			2	0	0		0
		7.2	Pipe Insulation			1	0	0		0
11. Residential Refrigerant Management		11.1	Refrigerant Charge Test			Frereq				
		11.2	Appropriate HVAC Refrigerants			1	1	0		0
Sub-Total for EA Category:						38	5.5	0		4.5
Materials and Resources (MR)			(Minimum of 2 MR Points Required)		OR	Max	Y/Pts	Maybe	No	Y/Pts
1. Material-Efficient Framing		1.1	Framing Order Waste Factor Limit			Frereq				
		1.2	Detailed Framing Documents		MR 1.5	1	0	0		0
		1.3	Detailed Cut List and Lumber Order		MR 1.5	1	0	0		0
		1.4	Framing Efficiencies		MR 1.5	3	0	0		0
		1.5	Off-site Fabrication			4	0	0		0
2. Environmentally Preferable Products	2x	2.1	FSC Certified Tropical Wood			Frereq				
		2.2	Environmentally Preferable Products			8	3	0		0
3. Waste Management		3.1	Construction Waste Management Planning			Frereq				
		3.2	Construction Waste Reduction			3	2	0		0
Sub-Total for MR Category:						16	5	0		0
Indoor Environmental Quality (EQ)			(Minimum of 6 EQ Points Required)		OR	Max	Y/Pts	Maybe	No	Y/Pts
2. Combustion Venting		2	Basic Combustion Venting Measures			Frereq				
3. Moisture Control		3	Moisture Load Control			1	0	0		0
4. Outdoor Air Ventilation	2x	4.1	Basic Outdoor Air Ventilation for MID-RISE			Frereq				
		4.2	Enhanced Outdoor Air Ventilation for MID-RISE			2	0	2		0
		4.3	Third-Party Performance Testing for MID-RISE			1	0	0		0
5. Local Exhaust	2x	5.1	Basic Local Exhaust			Frereq				
		5.2	Enhanced Local Exhaust			1	1	0		0
		5.3	Third-Party Performance Testing			1	1	0		0
6. Distribution of Space Heating and Cooling	2x	6.1	Room-by-Room Load Calculations			Frereq				
		6.2	Return Air Flow / Room by Room Controls			1	0	0		0
		6.3	Third-Party Performance Test / Multiple Zones			2	0	0		0
7. Air Filtering		7.1	Good Filters			Frereq				
		7.2	Better Filters		EQ 7.3	1	1	0		0
		7.3	Best Filters			2	0	0		0
8. Contaminant Control	2x	8.1	Indoor Contaminant Control during Construction			1	1	0		0
		8.2	Indoor Contaminant Control for MID-RISE			2	1	0		0
		8.3	Preoccupancy Flush			1	1	0		0
9. Radon Protection	2x	9.1	Radon-Resistant Construction in High-Risk Areas			Frereq				
		9.2	Radon-Resistant Construction in Moderate-Risk Areas			1	0	0		0
10. Garage Pollutant Protection		10.1	No HVAC in Garage for MID-RISE			Frereq				
		10.2	Minimize Pollutants from Garage for MID-RISE		EQ 10.3	2	2	0		0
		10.3	Detached Garage or No Garage for MID-RISE			3	0	0		0
11. ETS Control		11	Environmental Tobacco Smoke Reduction for MID-RISE			1	0	0		0
12. Compartmentalization of Units		12.1	Compartmentalization of Units			Frereq				
		12.2	Enhanced Compartmentalization of Units			1	0	0		0
Sub-Total for EQ Category:						21	8	2		0
Awareness and Education (AE)			(Minimum of 0 AE Points Required)			Max	Y/Pts	Maybe	No	Y/Pts
1. Education of the Homeowner or Tenant	2x	1.1	Basic Operations Training			Frereq				
		1.2	Enhanced Training			1	0	0		0
		1.3	Public Awareness			1	0	0		0
2. Education of Building Manager	2x	2	Education of Building Manager			1	1	0		0
Sub-Total for AE Category:						3	1	0		0

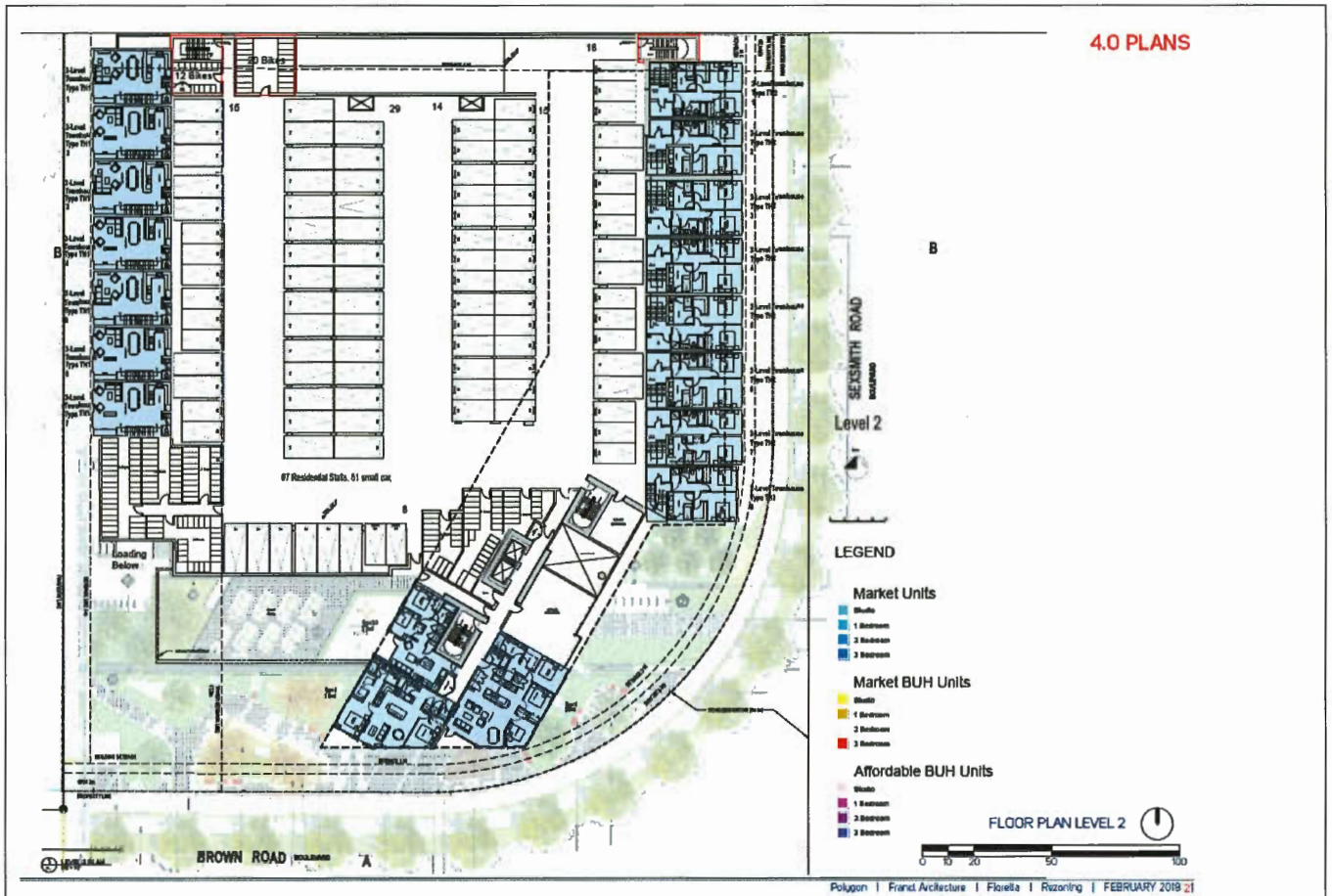
ATTACHMENT 7
Conceptual Development Plans

IORELLA
REZONING SUBMISSION
February 2018

FRANCIS









4.0 PLANS





EAST ELEVATION



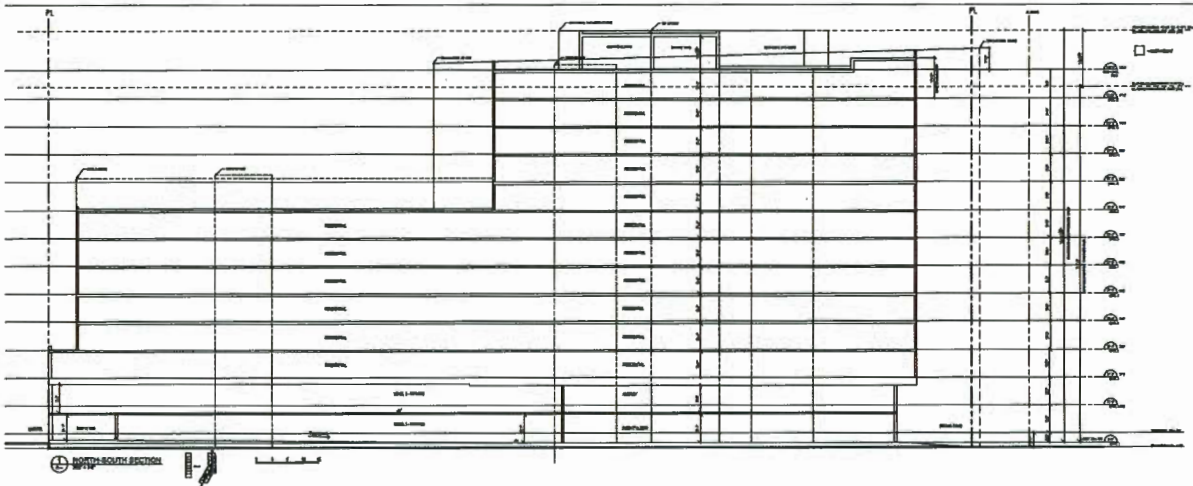
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION ELEVATION





PERSPECTIVE LOOKING NORTH



PERSPECTIVE LOOKING NORTHEAST



PERSPECTIVE LOOKING SOUTHWEST



Address: 3551, 3571, 3591, 3611, and 3631 Sexsmith Road

File No.: RZ 17-778835

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9836, 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 (REDMS #5625482) and will expire on October 24, 2018.
2. NAV Canada Building Height: Submit a letter of confirmation from a surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
3. Subdivision: Registration of a Subdivision Plan for the subject site, to the satisfaction of the City.

Prior to the registration of a Subdivision Plan, the following conditions must be satisfied:

- 3.1. Road Dedication: Dedication of an irregularly shaped piece of land, at least 2,035.1 m² (21,905.6 ft²) in size, along the subject site's south and east sides for the extension and widening of Brown Road and Sexsmith Road, as shown on the Preliminary Road Dedication & Subdivision Plan (**Schedule A**), including:
 - 3.1.1. Brown/Sexsmith Sidewalk Widening: 294.0 m² (3,164.6 ft²) in the form of a 2.0 m (6.6 ft.) wide strip along the north and east sides of the dedicated area, which may be used for density calculation purposes and included as part of the development's required Capstan Station Bonus public open space contribution, but shall NOT be eligible for Development Cost Charge (DCC) credits; and
 - 3.1.2. Brown/Sexsmith Roadway & Bike Path: The balance of the dedicated area, which shall NOT be used for density calculation purposes or included as part of the development's required Capstan Station Bonus public open space contribution, but may be eligible for Development Cost Charge (DCC) credits.
- 3.2. Lot Consolidation: Consolidation of the remnant lots to provide for one (1) fee simple lot for development purposes, as shown on the Preliminary Road Dedication & Subdivision Plan (**Schedule A**).
4. Public Rights of Passage Statutory Right-of-Ways: Provide publicly-accessible open space to the City, generally as shown on the Preliminary Statutory Right of Ways Plan (**Schedule B**). The ultimate configuration of these open space features shall be confirmed to the satisfaction of the City through the Development Permit* review and approval processes, but the size of each feature shall not be less than the areas indicated below.

NOTE #1: All works required for public access within the required SRW areas shall be included in the Servicing Agreement (SA)* and all maintenance and liability responsibilities must be clearly noted. The design must be prepared in accordance with City specifications and standards and the construction of the works will be inspected by the City concurrently with all other SA* related works. The developer is required to enter into the SA*, secured with a Letter of Credit, prior to final reading of the Rezoning Bylaw.

NOTE #2: The SRW areas shall be lit year-round from dusk to dawn. The lighting shall be owned, operated, and maintained by the property owner. The lighting design and construction shall be subject to the City's Servicing Agreement (SA)*, SA* Letter of Credit, and Development Permit* processes.
- 4.1. Brown Road Studios Plaza & Pocket Park SRW: 680.8 m² (7,328.1 ft²) secured as a landscaped SRW area contiguous with Brown Road and complementary to its designated role in the City Centre Area Plan as part of the "Arts District" and an enhanced pedestrian and cycling route, which SRW area may include, among other things, pedestrian circulation and seating, public art, trees and planting (including a number of specimen trees required as compensation for the developer's removal of two mature Rock Elms from the site), and special landscape features (e.g., accommodation for temporary outdoor art displays, informal performances/events, and gatherings).

4.1.1. The right-of-way shall:

- a) In part satisfy the development's Capstan Station Bonus (CSB) public open space contribution requirement; and
- b) Be secured in coordination with the owner's provision of two (2) street-oriented, affordable, work-only art studios (Brown Road Studios) so that together they can help enhance public use and enjoyment of the streetscape in ways that contribute towards a vibrant "Arts District" on and around the subject site.

4.1.2. The right-of-way shall provide for:

- a) 24 hour-a-day, universally accessible, public access and related landscape features for the use and enjoyment of pedestrians and cyclists, which may include, but may not be limited to, walkways and plaza, lighting, furnishings, trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
- b) City utilities, traffic control (e.g., signals), and/or related equipment;
- c) Public art;
- d) Convenient public access to the fronting Brown Road Studios uses;
- e) Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
- f) The owner'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;
- g) Design and construction, via a Servicing Agreement (SA)* in coordination with a Development Permit*, at the sole cost and responsibility of the developer, as determined to the City's satisfaction; and
- h) Maintenance at the sole cost of the owner except, as may be determined to the City's sole satisfaction via the Servicing Agreement* review and approval processes:
 - City infrastructure, which may include, but may not be limited to, sidewalks, utilities, streetlights, and/or furnishings; and/or
 - City trees, which may include, but may not be limited to, specimen trees required to be planted by the developer as compensation for the developer's removal of two mature Rock Elms from the site.

4.1.3. In addition, the right-of-way shall provide for the following, provided that public access is not impeded and the features enhance the intended public amenity and operation of the right-of-way area as specified in the Servicing Agreement (SA)* and Development Permit *:

- a) Building encroachments, provided that any such encroachments are:
 - Approved through a Development Permit*, in coordination with a Servicing Agreement* for the design and construction of the right-of-way area;
 - Located within the "Plaza" portion of the right-of-way area;
 - Not in conflict with the required planting of specimen trees within the right-of-way area, as determined to the satisfaction of the City; and
 - Limited to the following features and requirements:
 - a. For awnings, sunshades, and canopies, any such feature shall be located a minimum of 2.5 m (8.2 ft.) clear above the right-of-way area and a minimum of 2.0 m (6.7 ft.) from a property line abutting a public street;
 - b. For structural columns, any such feature shall be located a minimum of 3.0 m (9.8 ft.) from a property line abutting a public street; and
 - c. For habitable portions of the building, balconies, cantilevered roofs, eaves, and similar architectural protrusions, any such feature shall be located a minimum of

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5.5 m (18.0 ft.) clear above the right-of-way area and a minimum of 3.0 m (9.8 ft.) from a property line abutting a public street;

- b) Movable furnishing and planters;
- c) Temporary outdoor uses ancillary to the production of visual arts within the Brown Road Studios, provided that such uses are conducted within the designated "Plaza" portion of the SRW area (which "Plaza" shall be identified with a plan and its specific form, character, and use shall be approved by the City through the Development Permit* and Servicing Agreement* review and approval processes), including:
 - Display and performance of artworks (excluding amplified music) produced on the premises;
 - Retail display and sale of artworks produced on the premises;
 - Small-scale visual art production and education (e.g., plein air painting);
 - Social and cultural gatherings that the general public is welcome to attend at no cost (e.g., art openings and events); and
 - Complementary uses, signage, and related features; and
- d) Private utilities approved through a Servicing Agreement*.

4.1.4. The right-of-way shall not provide for:

- a) Building encroachments situated below finished grade; or
- b) Driveway crossings.

4.1.5. "No development" shall be permitted on the lot, restricting Development Permit* issuance for any building on the lot, in whole or in part, unless the permit includes the SRW area, to the City's satisfaction.

4.1.6. No Building Permit* shall be issued for a building on the lot, in whole or in part (exclusive of parking), unless the permit includes the SRW area, to the City's satisfaction.

4.1.7. "No occupancy" shall be permitted of the lot, restricting final Building Permit* inspection granting occupancy for any building on the lot, in whole or in part (except for parking), 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.

4.2. Mid-Block Trail SRW: 242.3 m² (2,608.1 ft²) in the form of a 2.9 m (9.5 ft.) wide strip along the entire west side of the development site for the widening of the existing landscaped pedestrian/bike trail established by the adjacent development ("Avanti") at 3333 Brown Road, as per RZ 11-591985.

4.2.1. The right-of-way shall:

- a) In part satisfy the development's Capstan Station Bonus (CSB) public open space contribution requirement; and
- b) Be secured, designed, constructed, and maintained in a manner that complements and is coordinated with that of the existing contiguous SRW areas registered on the neighbouring development at 3333 Brown Road ("Avanti"), as per RZ 11-591985, including one for a combined driveway/public walkway (CA3622515 and CA3622518) and another for a public walkway (CA3622510 and CA3622513), such that the public experience, use, and enjoyment of all three (3) SRW areas is attractive, welcoming, well-lit, safe, universally accessible, well maintained, and effectively "seamless", as determined to the satisfaction of the City.

4.2.2. The right-of-way shall provide for:

- a) 24 hour-a-day, universally accessible, public access in the form of combined walkway/off-street bike path and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;

- b) Public art;
- c) Public access to fronting dwellings and other on-site uses;
- d) Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
- e) City utilities, traffic control (e.g., signals), and related equipment;
- f) 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;
- g) Design and construction, via a Servicing Agreement (SA)* in coordination with a Development Permit*, at the sole cost and responsibility of the developer, as determined to the City's satisfaction; and
- h) Maintenance at the sole cost of the owner, except for any City infrastructure (e.g., sidewalks, utilities, streetlights, street trees, and/or furnishings) as determined to the City's sole satisfaction via the Servicing Agreement* review and approval processes.

4.2.3. In addition, the right-of-way shall provide for:

- a) One (1) driveway crossing to enable resident, guest, service, and waste management vehicles to access the subject development from the "Avanti" driveway (secured via CA3622515 and CA3622518).

4.2.4. The right-of-way shall not provide for:

- a) Building encroachments; or
- b) Vehicle access, except as described above.

4.2.5. "No development" shall be permitted on the subject site, restricting Development Permit* issuance for a building, in whole or in part, unless the permit includes the design of the SRW area, to the City's satisfaction.

4.2.6. No Building Permit* shall be issued for a building on the subject site, in whole or in part (excluding parking intended), unless the permit includes the design of the SRW area, to the City's satisfaction.

4.2.7. "No occupancy" shall be permitted of a building on the subject site, restricting final Building Permit* inspection granting occupancy for any building on the subject site, in whole or in part (except for parking), 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.

- 5. Other Right-of-Ways: Registration of additional right-of-ways as required through the subject development's Servicing Agreement (SA)* and/or Development Permit* processes, as determined to the sole satisfaction of the City.
- 6. Driveway Crossings: Registration of a restrictive covenant(s) and/or other legal agreement(s) on title requiring that vehicle access to the subject site shall be limited to one driveway, which shall be located along the subject site's west side and accessed via an existing SRW agreement registered on the neighbouring development ("Avanti") at 3333 Brown Road (CA3622515 and CA3622518).

NOTE: Prior to final reading of the Rezoning Bylaw, the existing SRW agreement registered on 3333 Brown Road (CA3622515 and CA3622518) must be modified to accurately reflect the subject development's proposed driveway dimensions and location.

7. 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:

- 7.1. Maximum Units: The combined total number of market dwelling units and affordable housing units permitted on the subject site shall be limited to a maximum of 185.

NOTE: Through the rezoning application, the developer has requested 168 units; however, this may be increased at the developer’s discretion through the Development Permit* provided that adequate parking, indoor/outdoor amenity space, bike storage, and related requirements are accommodated to the City’s satisfaction.

- 7.2. Capstan Station Reserve Contribution: 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 <i>Preliminary estimate</i>	CSB Contribution Rate <i>Effective to Sep 30, 2018</i>	CSB Voluntary Contribution <i>Preliminary estimate</i>
1 only	168	\$8,562.97/dwelling	\$1,438,578.90
TOTAL	168	\$8,562.97/dwelling	\$1,438,578.90

- 7.3. CSB Minimum Public Open Space Contribution: Prior to the final reading of the Rezoning Bylaw, granting of at least 925.0 m² (9,956.6 ft²) of publicly-accessible open space to the City, in a combination of dedication and Public Rights of Passage, Statutory Right-of-Way (SRW), based on 5.0 m² (53.82 ft²) per dwelling unit and a maximum of 185 dwellings. More specifically, prior to rezoning adoption the developer shall provide for the following:

TABLE 2

Public Open Space Feature		Tenure	Public Open Space Area	
			Total Area	Eligible CSB Area (1)
A.	Brown/Sexsmith Sidewalk Widening	Road Dedication	294.0 m ² (3,164.6 ft ²)	925.0 m ² (9,956.6 ft ²)
B.	Brown Road Studios Plaza & Pocket Park SRW	SRW	680.8 m ² (7,328.1 ft ²)	
C.	Mid-Block Trail SRW	SRW	242.3 m ² (2,608.1 ft ²)	
TOTAL		Varies	1,217.1 m² (13,100.8 ft²)	925.0 m² (9,956.6 ft²)

- (1) Eligible CSB Area excludes portions of the open space that are required to facilitate on-site (specimen) tree replacement or are occupied by driveways, above-grade utilities, or related uses.

8. Tree Protection and Replacement:

- 8.1. On-Site Tree Removal and Replacement: Submission of Landscape Security (Letter of Credit) in the amount of \$40,000, to secure the developer’s planting and maintenance of 52 replacement trees on the subject site, including:

- 8.1.1. \$25,000 for the 2:1 replacement of twenty-five (25) existing bylaw-size trees with fifty (50) replacement trees with a value of \$500 per replacement tree, which security will be applied towards future tree replacement on the subject site as part of the landscape plan for the Development Permit* (and which security may comprise a portion of the Development Permit landscape Letter of Credit).

NOTE: Minimum tree replacement sizes shall be as per Richmond’s Tree Protection Bylaw No. 8057 Schedule A-3.0.

- 8.1.2. \$15,000 for the replacement of two (2) mature Rock Elms (calipers of 143 cm and 120 cm) within the “Brown Road Studios Plaza and Pocket Park SRW” with three (3) specimen replacement trees with a

value of at least \$5,000 per replacement specimen tree or as otherwise determined to the City's satisfaction through the Servicing Agreement (SA)* review and approval processes (which security may comprise a portion of the Servicing Agreement* Letter of Credit).

NOTE: The required specimen trees shall be planted within the required "Brown Road Studios Plaza & Pocket Park SRW". Design, construction, and maintenance of features within the SRW area shall be the sole responsibility of the owner; however, through the Servicing Agreement (SA)* review and approval processes, the City may decide, at its sole discretion, that after the conclusion of the SA* maintenance period the specimen trees may be maintained by the City.

8.2. Off-Site City-Owned Trees: Thirteen (13) trees and one (1) hedge will be impacted by the subject development.

8.2.1. Compensation: City acceptance of the developer's offer to voluntarily contribute \$9,100 to the City's Tree Compensation Fund (Account #2336) with respect to the removal of twelve (12) trees and one (1) hedge located along the east frontage of the five (5) subject lots, which funds shall be used by the City for the planting of replacement trees elsewhere within Richmond.

8.2.2. Protection: One (1) existing tree located along the Sexsmith Road frontage of 8388 Capstan Way (i.e. Red Maple / Tree I.D. #386 / 34 cm caliper) is to be retained and protected to the City's satisfaction, which shall include:

- a) 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 street tree to be retained. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

NOTE: The project Arborist must be on-site and supervise any work within or near the Critical Root Zone (CRZ) of the retained tree and Richmond Parks must be notified at least four (4) business days prior to the start of any such work.

- b) Installation of appropriate tree protection fencing around the City tree to be retained as part of the development prior to any construction activities occurring on-site.

NOTE: In the event that, through the Servicing Agreement* process for the new road, the City determines that the one (1) protected City tree cannot be retained or relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement tree(s) elsewhere in Richmond (based on Richmond's standard compensation processes, as determined to the satisfaction of the City Arborist).

8.3. Neighbouring Tree Protection and/or Replacement: Ten (10) trees located on the neighbouring property south of the subject site (3779 Sexsmith Road / "Continental" shopping centre) and eight (8) trees located on the neighbouring property north of the subject site (8388 Capstan Way / "Union Square" shopping centre) are to be retained and protected, which shall include:

- 8.3.1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities occurring on-site; and
- 8.3.2. 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 trees to be retained. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

HOWEVER, with respect to the eight (8) "Union Square" trees, with the written pre-approval of the "Union Square" owners, as determined to the City's satisfaction, the trees may be removed and replaced by the developer provided that prior to final reading of the Rezoning Bylaw, the developer completes the following:

- 8.3.3. Registration of a legal agreement, secured via a Letter of Credit, and related requirements with respect to the developer's removal and replacement of existing trees and other landscaping at 8388 Capstan Way ("Union Square") along the common property line it shares with the subject site (which agreement

shall be registered prior to any pre-loading of the subject site and/or the removal of any existing trees on the "Union Square" property). Furthermore, the developer shall satisfy the following:

- a) "No development" shall be permitted on the lot, restricting Development Permit* issuance for any building on the lot, in whole or in part, unless a Tree Removal (Non-Development) Permit* is issued to the developer, secured with a Letter of Credit to the City's satisfaction for the removal and replacement of the eight (8) existing trees and associated landscaping on 8388 Capstan Way ("Union Square"), the value of which Letter of Credit shall be based on the approved design indicated in the Development Permit* (as authorized by the "Union Square" owner) and 100% of a sealed cost estimate provided by the developer's Landscape Architect, including labour and 10% contingency;
 - b) "No occupancy" shall be permitted of the lot, restricting final Building Permit* inspection granting occupancy for any building on the lot, in whole or in part (except for parking), until replacement trees and other landscaping have been installed at 8388 Capstan Way ("Union Square") to the satisfaction of the City; and
 - c) Upon installation of the replacement trees and other landscaping to the satisfaction of the City, the value of the Letter of Credit may be reduced to 10% of its original value for a maintenance period of one year. At the end of the one year maintenance period, provided that the condition of the trees and other landscaping are to the satisfaction of the City, the 10% Letter of Credit holdback may be released.
9. **Tandem Parking:** Registration of a legal agreement on title ensuring that where two parking spaces are provided in a tandem arrangement both parking spaces must be assigned to the same dwelling unit. (Parking spaces provided to satisfy Zoning Bylaw parking requirements for affordable housing and residential visitors cannot be provided in a tandem arrangement.)
10. **Electric Vehicle (EV) Charging Infrastructure for Vehicles & "Class 1 Bicycle Storage:** Registration of legal agreement(s) on the lot requiring that the developer/owner provides, installs, and maintains electrical vehicle (EV) charging equipment within the building for the use of building residents and art studio tenants as determined to the satisfaction of the City. More specifically:
- 10.1. Electrical vehicle (EV) equipment shall be provided as indicated in the table below or the City-approved rates in effect at the time of Development Permit* issuance, whichever is greater.

TABLE 3

Electric Vehicle (EV) Charging Equipment by Use	# Units	Vehicle Parking			Class 1 Bike Storage		
		Est. # Parking Spaces (1)	Energized Space (3)		Est. # Bikes (1)	Energized Equipment (4)	
			Min. Rate (2)	Est. EV #		Min. Rate (2)	Est. EV #
RESIDENTS	168	167	100%	167	210	10%	21
▪ Market Units	157	157	100%	157	196	10%	19
▪ Affordable Housing	11	10	100%	10	14	10%	2
VISITORS	(168)	34	N/A	N/A	N/A	N/A	N/A
BROWN ROAD STUDIOS	N/A	1 (5)	N/A	N/A	4	10%	1

- (1) "Est. # Parking Spaces" and "Est. # Bikes" are the estimated minimum numbers required by the development under the Zoning Bylaw. The actual numbers will be confirmed prior to Development Permit* issuance.
- (2) "Min. Rate" for Vehicle Parking and Class 1 Bike Storage are fixed (%) rates. The "Est. EV #" is the product of those fixed rates and the "Est. # Parking Spaces" or "Est. # Bikes", as applicable. The actual numbers will be confirmed prior to Development Permit* issuance.
NOTE: For the Class 1 Bike Storage, the minimum rate shall be understood to mean that, on a bike storage room-by-bike storage room basis, (i) one "Energized Equipment" shall be provided for each 10 bikes, or portion thereof, accommodated in the bike room; and (ii) the required "Energized Equipment" shall be located to facilitate its shared use by multiple (bikes) users of the bike storage room.
- (3) "Vehicle Parking – Energized Space" means all the infrastructure required for the charging of an electric vehicle, including all electrical equipment (including metering), cabling and associated raceways, and connections, with the exception of the Electric Vehicle Supply Equipment (EVSE).
NOTE: 120V OR 240V service shall be permitted, as determined by the developer, at the developer's sole discretion.

- (4) "Class 1 Bike Storage – Energized Equipment" means an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related features necessary to supply the required electricity for the operation of such an outlet.
 - (5) Brown Road Studios tenants shall have shared use of one (1) van-size designated parking/loading space, as per the Brown Road Studios Terms of Reference & Outline Specifications (**Schedule C**).
- 10.2. "No development" shall be permitted on the lot, restricting Development Permit* issuance for a building on the lot, in whole or in part (exclusive of parking), until the developer provides for the required electric vehicle (EV) charging infrastructure for vehicles and "Class 1" bike storage and related features (e.g., permanent signage to facilitate the intended use of the EV equipment and way-finding, pedestrian access routes, and proportional distribution) to the satisfaction of the City.
 - 10.3. No Building Permit* shall be issued for a building on the lot, in whole or in part (exclusive of parking), until the developer provides for the required electric vehicle (EV) charging infrastructure for vehicles and "Class 1" bike storage and related features as determined through the approved Development Permit* and a letter of confirmation is submitted by the architect assuring that the facilities satisfy the City's objectives and complies with this legal agreement(s).
 - 10.4. "No occupancy" shall be permitted on the lot, restricting final Building Permit* inspection granting occupancy for any building on the lot, in whole or in part (exclusive of parking), until the required electric vehicle (EV) charging equipment for vehicles and "Class 1" bike storage and related features as determined through the approved Development Permit* are completed to the satisfaction of the City and have received final Building Permit* inspection granting occupancy. Notwithstanding the afore mentioned statement, in the event that occupancy of the building on a lot is staged, "no occupancy" shall be permitted of the first stage of building occupancy on a lot, in whole or in part (excluding parking), until 100% of the electric vehicle (EV) charging equipment for vehicles and "Class 1" bike storage and related features required with respect to the lot receive final Building Permit* inspection granting occupancy.
11. District Energy Utility (DEU): Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:
 - 11.1. 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;
 - 11.2. If a DEU is available for connection, no final Building Permit inspection granting occupancy of a building will be granted until:
 - 11.2.1. The building is connected to the DEU, which may include the owner's supplied and installed central energy plant to provide heating and cooling to the building, at no cost to the City, or the City's DEU service provider, Lulu Island Energy Company, on the subject site satisfactory to the City;
 - 11.2.2. If the City so elects, the owner transfers ownership of the central energy plant on the site, if any, at no cost to the City, or City's DEU service provider, Lulu Island Energy Company, to the City and/or the City's DEU service provider, Lulu Island Energy Company, on terms and conditions satisfactory to the City;
 - 11.2.3. The owner enters into a Service Provider Agreement with the City and/or the City's DEU service provider, Lulu Island Energy Company, executed prior to subdivision (including Air Space parcel subdivision) or depositing a Strata Plan with LTO on terms and conditions satisfactory to the City; and
 - 11.2.4. The owner grants or acquires all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building and the operation of the central energy plant, if any, by the City and/or the City's DEU service provider, Lulu Island Energy Company registered prior to subdivision (including Air Space parcel subdivision) or depositing a Strata Plan with LTO.
 - 11.3. If a DEU is not available for connection, no final Building Permit inspection granting occupancy of a building will be granted until:
 - 11.3.1. The City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;

- 11.3.2. The owner enters into a covenant and/or other legal agreement to require that the building connect to a DEU when a DEU is in operation, registered prior to Strata or subdivision (including Air Space parcel subdivision);
- 11.3.3. The owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to Strata or subdivision (including Air Space parcel subdivision); and
- 11.3.4. The owner provides to the City a letter of credit, in an amount satisfactory to the City, for costs associated with acquiring any further Statutory Right of Way(s) and/or easement(s) and preparing and registering legal agreements and other documents required to facilitate the building connecting to a DEU when it is in operation.

12. **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 on the 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(s) to secure the affordable housing units. The form of the Housing Agreement and Covenant(s) shall be agreed to by the developer and the City prior to final adoption of the subject rezoning; after which time, only the Housing Covenant(s) 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 the lot and other non-materials changes resulting thereof and made necessary by the Development Permit* approval requirements, as determined to the satisfaction of the Director of Development, and Manager, Community Social Development. The terms of the Housing Agreement and Covenant(s) shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.

NOTE: Effective July 24, 2017, Richmond City Council adopted changes to the Affordable Housing Strategy such that any development containing more than 60 dwellings must include at least 10% of its total residential building area in the form of LEMR units; EXCEPT that applications received prior to July 24, 2017 (including the subject rezoning application, which was submitted on July 18, 2017) will be grandfathered under the previous built unit requirement of 5% of total residential building area, provided that any such application receives first reading of its Rezoning Bylaw prior to July 24, 2018.

- 12.1. The required minimum floor area of the affordable (LEMR) housing units shall be equal to a combined habitable floor area of at least 816.4 m² (8,787.9 ft²), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 5% of the subject development's total maximum residential floor area permitted on the lot under the proposed RCL4 zone (i.e. 5% of 16,328.5 m² / 175,758.5 ft²); and
- 12.2. The developer shall, as generally indicated in the table below:
 - 12.2.1. 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 LEMR housing, unless otherwise agreed to by the Director of Development and Manager, Community Social Development;
 - 12.2.2. Achieve the Project Targets for the total number of affordable housing units and unit mix as indicated in the table below or as otherwise determined to the satisfaction of the Manager, Community Social Development through the project's Development Permit* approval processes; and
 - 12.2.3. Design and construct all affordable housing units (except any 2-storey townhouse units) to comply at a minimum with Richmond Zoning Bylaw requirements for Basic Universal Housing (BUH) units. All units must include aging-in-place features, such as lever handles and blocking in walls for the future installation of grab bars by others.

TABLE 4

Unit Type (1)	Affordable Housing Strategy Requirements			Project Targets (3)	
	Min. Permitted Unit Area	Max. Monthly Unit Rent (2)	Total Max. Household Income (2)	% of Units	# of Units
Bachelor	37 m ² (400 ft ²)	\$811	\$34,650 or less	10%	1-2
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	30%	3-4

Unit Type (1)	Affordable Housing Strategy Requirements			Project Targets (3)	
	Min. Permitted Unit Area	Max. Monthly Unit Rent (2)	Total Max. Household Income (2)	% of Units	# of Units
2- BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	30%	3
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	30%	3
TOTAL	816.4 m² (8,787.9 ft²)	Varies	Varies	100%	11

(4) All units (except any 2-storey townhouses) shall meet Richmond Basic Universal Housing (BUH) standards or better.

(5) Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.

(6) Project Targets will be confirmed to the City's satisfaction through the Development Permit* process.

- 12.3. The affordable housing units shall be dispersed, generally as indicated in the developer's rezoning proposal or as otherwise determined to the City's satisfaction through the Development Permit* review and approval processes.
- 12.4. Occupants of the affordable housing units on the lot 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 and outdoor amenity spaces provided on the lot as per OCP and City Centre Area Plan (CCAP) requirements.
- 12.5. Parking, "Class 1" bike storage, and related electric vehicle (EV) charging equipment shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and legal agreements registered on title with respect to the subject rezoning at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or assigned use of the parking spaces, bike storage, EV charging equipment, or related facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit* issuance or as otherwise determined to the City's satisfaction.
- 12.6. 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 Manager, Community Social Development.
- 12.7. "No development" shall be permitted on the lot, restricting Development Permit* issuance for any building on the lot, in whole or in part (excluding parking), until the developer, to the City's satisfaction:
- 12.7.1. Designs the lot to provide for the affordable housing units and ancillary spaces and uses;
- 12.7.2. Takes all necessary steps to ensure that the Housing Covenant accurately reflects the specifics of the affordable housing units and ancillary spaces and uses as per the approved Development Permit*; and
- 12.7.3. As required, registers additional legal agreements on title 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.
- 12.8. No Building Permit* shall be issued for a building on the lot, in whole or in part (excluding parking), until the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.
- 12.9. "No occupancy" shall be permitted on the lot, restricting final Building Permit* inspection granting occupancy for any building on the lot, in whole or in part (except for parking), until the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit* inspection granting occupancy.
13. Brown Road Studios: The City's acceptance of the developer's offer to voluntarily contribute the Brown Road Studios, the terms of which voluntary contribution shall include the developer's design and construction, at the developer's sole cost, of "community amenity space" and related features on the subject site, to a turnkey level of finish, as generally provided for under the subject rezoning application's proposed "Residential/Limited Commercial (RCL4)" zone, for use as two (2) affordable, work-only, art studios and related uses/spaces (e.g., parking, outdoor activity space), all to the satisfaction of the City. More specifically, prior to adoption of the Rezoning Bylaw, as determined to the satisfaction of the City, the developer shall enter into legal agreements and/or provide other security

in accordance with **Schedule C** (Brown Road Studios Terms of Reference & Outline Specifications) requiring, among other things, that:

- 13.1. The gross leasable floor area of the Brown Road Studios (i.e. net of common areas and features situated outside the studio units, such as vehicle/bike parking, loading, garbage/recycling areas, and hallways) shall comprise at least 72.4 m² (779.0 ft²) and, together with parking and related uses/spaces, be fully contained on the subject site.
- 13.2. The Brown Road Studios will be managed, maintained, and operated by the developer/owner in accordance with City-approved guidelines including, but not limited to, provisions that the tenants of the Brown Road Studios shall:
 - 13.2.1. Not be subject to strata, maintenance, parking, or other fees over and above the City-approved monthly unit rents, except as otherwise provided for in **Schedule C** (e.g., private utilities);
 - 13.2.2. Satisfy the criteria of a “professional artist” in accordance with **Schedule C**; and
 - 13.2.3. Satisfy financial eligibility requirements (e.g., total maximum household incomes) in accordance with **Schedule C**.
- 13.3. “No development” shall be permitted on the subject site, restricting Development Permit issuance for any building on the subject site, in whole or in part, until the developer designs the affordable, work-only, art studios and related features (Brown Road Studios) to the sole satisfaction of the City, as generally described in the Brown Road Studios Terms of Reference & Outline Specifications (**Schedule C**) and providing for, among other things:
 - 13.3.1. Two (2) functional, fully-finished, art studios including at least 72.4 m² (779.0 ft²) of gross leasable (indoor) floor area designed as storefront-type units located at the building’s ground floor, fronting onto and directly accessible from Brown Road;
 - 13.3.2. A landscaped, universally-accessible terrace, secured for the use of the art studio tenants and the general public via a Statutory Right-of-Way, across the entire frontage of the art studio units (i.e. “Brown Road Studios Plaza & Pocket Park SRW”);
 - 13.3.3. Parking/loading, bike parking for studio tenants (Class 1), and a room for garbage, recycling (“blue box”), and organic waste carts for the exclusive use of the art studio tenants (i.e. 24-hours/day), together with necessary vehicle and pedestrian access/circulation (which circulation may be shared with the tenants of the subject site’s residential building); and
 - 13.3.4. Loading, garbage/recycling (“blue box”) /organic waste holding/pick-up facilities, visitor parking, bike parking for studio visitors (Class 2), and related features (e.g., vehicle and pedestrian access/circulation) secured for the shared use of the art studio tenants with the tenants of the subject site’s residential building (i.e. 24-hour/day).
- 13.4. “No building” shall be permitted on the subject site (exclusive of parking or publicly-accessible open space), restricting Building Permit* issuance for any building on the subject site (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Brown Road Studios) are incorporated in the Building Permit* drawings and specifications, generally as determined via the subject rezoning (RZ 17-778835) and Development Permit* processes, to the sole satisfaction of the City.

NOTE: Approval of the Director of Arts, Culture, and Heritage Services is required prior to BP* issuance for any building on the subject site (exclusive of parking or publicly-accessible open space), in whole or in part.
- 13.5. “No occupancy” shall be permitted on the subject site (exclusive of parking or publicly-accessible open space), restricting final Building Permit* inspection granting occupancy for any building on the subject site (exclusive of parking or publicly-accessible open space), in whole or in part, until the required affordable, work-only, art studios and related features (Brown Road Studios) are completed to the sole satisfaction of the City and have received final Building Permit* inspection granting occupancy.

NOTE: Approval of the Director of Arts, Culture, and Heritage Services is required prior to final Building Permit* inspection granting occupancy for any building on the subject site (exclusive of parking or publicly-accessible open space), in whole or in part.

14. **Public Art:** City acceptance of the developer's offer to make a voluntary cash contribution of \$141,925 in lieu of providing public art as part of the subject development, the value of which contribution shall be based on the minimum Council-approved contribution rates in effect at the time of writing these Rezoning Considerations and the maximum buildable floor area permitted under the subject site's proposed RCL4 zone, excluding the developer's affordable housing and community amenity space (Brown Road Studios) contributions, as indicated in the table below.

NOTE: As determined to the satisfaction of the City, the developer's cash-in-lieu contribution may be directed by the City, in whole or in part, to public art on City-owned land within the area bounded by Sexsmith Road, Capstan Way, Garden City Road, and Cambie Road (i.e. "East-of-Sexsmith Area"). Moreover, in the event that the developer's contribution is so directed and the developer undertakes development within the East-of-Sexsmith Area, which development contributes towards public art within the East-of-Sexsmith Area, at the City's discretion the developer may be required to prepare a comprehensive Public Art Plan for the East-of-Sexsmith Area based on the developer's two public art contributions (i.e. for RZ 17-778835 and for development within the East-of-Sexsmith Area).

TABLE 5

	Maximum Permitted Floor Area as per RCL4 Zone	Applicable Floor Area After Permitted Exemption (1)	Minimum Contribution Rates (2)	Minimum Voluntary Contribution
Residential	16,328.5 m ² (175,758.5 ft ²)	15,512.1 m ² (166,970.6 ft ²)	\$0.85/ft ²	\$141,925
Brown Road Studios	72.4 m ² (779.0 ft ²)	Nil	N/A	N/A
TOTAL	16,400.9 m² (176,537.5 ft²)	15,512.1 m² (166,970.6 ft²)	Varies	\$141,925

- (1) As per City policy, exemptions include affordable housing and community amenity space (i.e. Brown Road Studios).
 (2) The Council-approved contribution rates in effect at the time of writing these Rezoning Considerations.

15. **Flood Construction:** Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw, Area "A" (i.e. minimum flood construction level of 2.9 m GSC).
16. **Aircraft Noise:** Registration of the City's standard "mixed use" aircraft noise sensitive use covenant on title to the subject site, as applicable to sites with aircraft noise sensitive uses. The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, prior to 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 6

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

17. **View & Other Development Impacts:** Registration of a restrictive covenant(s) on title (accompanied by a report prepared by the architect and other accredited professionals, as applicable), to the satisfaction of the City, requiring that the subject development must be designed and constructed in a manner that mitigates potential development impacts including, without limitation, potential view obstruction, increased shading, increased overlook, reduced privacy, increased ambient noise, increased ambient night-time light, and/or increased public use of fronting streets, sidewalks, and open spaces caused by or experienced as a result of, in whole or in part, development on the lands and future development on or the use of surrounding properties. In particular, the covenant shall notify residential tenants in the subject mixed use building of potential noise and/or nuisance that may arise due to proximity community amenity space on the subject site (i.e. "Brown Road Studios" affordable, work-only art studios) and related uses and activities. The owner-developer shall notify all initial purchasers of the potential development impacts. Furthermore,

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prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of confirmation prepared by an appropriate registered professional, which demonstrates that adequate development impact mitigation measures are incorporated into the building design.

18. **Community Planning:** The City's acceptance of the developer's voluntary contribution in the amount of \$41,742.65, towards future City community planning studies, based on \$0.25/ft² and the maximum permitted buildable floor area under the proposed RCL4 zone (excluding affordable housing and community amenity space), as per the City Centre Area Plan and indicated in the table below.

TABLE 7

Use	Maximum Permitted Floor Area as per RCL4 Zone	Applicable Floor Area After Permitted Exemption (1)	Minimum Contribution Rates (2)	Minimum Voluntary Contribution
Residential	16,328.5 m ² (175,758.5 ft ²)	15,512.1 m ² (166,970.6 ft ²)	\$0.25/ft ²	\$41,742.65
Brown Road Studios	72.4 m ² (779.0 ft ²)	Nil	\$0.25/ft ²	Nil
TOTAL	16,400.9 m² (176,537.5 ft²)	15,512.1 m ² (166,970.6 ft ²)	\$0.25/ft²	\$41,742.65

- (1) As per City policy, exemptions include affordable housing and community amenity space (i.e. Brown Road Studios).
 (2) Effective February 19, 2018, Richmond City Council adopted changes to the City Centre Area Plan for the purpose of increasing the "community planning" contribution rate to \$0.28/ft², **EXCEPT** that applications received prior to February 19, 2018 (including the subject rezoning application, which was submitted on July 18, 2017) will be grandfathered under the previous contribution rate of \$0.25/ft², provided that any such application receives first reading of its Rezoning Bylaw prior to February 19, 2019.

19. **Development Permit:** The submission and completion of processing of a Development Permit* to a level deemed acceptable by the Director of Development.
20. **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 related engineering, transportation, and parks works, all to the satisfaction of the City.

NOTE:

- i. The developer shall be responsible for ensuring that the approved design is coordinated with works constructed via the City's SA and/or Development Permit processes on neighbouring properties (e.g., Polygon's "Avanti").
- ii. Prior to rezoning adoption, all works identified via the subject development's SA* must be secured via a Letter(s) of Credit. All works shall be completed prior to final Building Permit* inspection granting occupancy of the first building on the subject site (exclusive of parking), in whole or in part.
- iii. Development Cost Charge (DCC) credits may apply.

Servicing Agreement (SA)* works will include, but may not be limited to, the following:

20.1. Engineering Servicing Agreement* Requirements:

20.1.1. Water Works:

- a) Using the OCP Model, there is 165 L/s of water available at a 20 psi residual at the Sexsmith Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s. The available flows are not adequate.
- b) The developer is required to, at the developer's cost:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage Building designs.
 - Provide the following since the available flows are not adequate to service the proposed development:
 - a. Provide approximately 100m of 200mm diameter watermain along the future Brown Road frontage, tied-in to the watermain along the existing Brown Road located west of the proposed site and the required watermain along Sexsmith Way.

- b. Upgrade approximately 190m of the existing 150mm diameter watermain along Sexsmith Road to 200mm diameter from future Brown Road to Capstan Way. Tie-in to the north shall be to the existing watermain along Capstan Way and tie-in to the south shall be to the existing watermain along Sexsmith Road.
 - c. Provide fire hydrants at Sexsmith Road and Brown Road frontages to achieved maximum 75m spacing per City standards.
- c) At developer's cost, the City is to:
- Cut and cap at main the existing water service connections for 3551, 3571, 3611 and 3631 Sexsmith Road.
 - Install a new water service connection for the proposed site at the future Brown Road frontage.
 - Complete all required tie-ins to existing City watermains.

20.1.2. Storm Sewer Works:

- a) The developer is required to, at developer's cost:
- Upgrade the existing twin storm sewers at Sexsmith Road frontage, approximately 100 meters in length, into a single storm sewer system in the middle of Sexsmith Road. Tie-ins to the north and 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. Pipe sizing shall be determined via a capacity analysis in the servicing agreement review.
 - Provide approximately 100 meters of 1200mm diameter storm sewer along future Brown Road frontage. Tie-ins shall be to the storm sewer along the existing Brown Road that is located west of the proposed site and to the required storm sewer along Sexsmith Way.
 - Upgrade the existing 600 storm sewer between manhole STMH137507 which is located at the northwest corner of Cambie Road and Brown Road and manhole STMH2914 which is located at the southwest corner of the same intersection. Pipe sizing shall be determined via a capacity analysis in the servicing agreement review. Tie-ins shall be via the use of appropriately sized manholes. Coordinate with BC Hydro, Telus, Shaw and Fortis BC to relocate (at developer's cost) any of their existing lines which will conflict with the required storm sewer upgrade.
 - Install a new storm service connection complete with an IC at future Brown Road frontage, ROW may be required to accommodate IC.
- b) At developer's cost, the City is to:
- Cut and cap all existing storm sewer service connections at all frontages of the proposed site.
 - Complete all required tie-ins to the existing City drainage system.

20.1.3. Sanitary Sewer Works:

- a) The developer is required to, at developer's cost:
- Provide approximately 195 meters of 300mm 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 the intersection of Sexsmith Road and future Brown Road.
 - Install a new sanitary service connection complete with an IC at Sexsmith Road frontage, ROW may be required to accommodate IC. Tie-in shall be to the new manhole at the high end of the system.
- b) At developers cost, the City is to:
- Complete all required tie-ins to the existing City sanitary system.

20.1.4. Frontage Improvements:

- a) The developer is required to, at developer's cost:
- Confirm whether the required road upgrades and widening at Sexsmith Road will impact the existing poles and overhead lines along the east side of Sexsmith Road. If required,

coordinate with the private utility companies to relocate or underground (at developer's cost) the existing pole lines to address impacts.

- To locate all above ground utility cabinets and kiosks required to service the proposed development within the development site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the 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 above ground structures. If a private utility company does not require an above ground 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:
 - a. BC Hydro PMT – 4mW X 5m (deep)
 - b. BC Hydro LPT – 3.5mW X 3.5m (deep)
 - c. Street light kiosk – 1.5mW X 1.5m (deep)
 - d. Traffic signal kiosk – 2mW X 1.5m (deep)
 - e. Traffic signal UPS – 1mW X 1m (deep)
 - f. Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
 - g. Telus FDH cabinet - 1.1mW X 1m (deep) – show possible location in functional plan
- Pre-duct for hydro, telephone and cable utilities along the Sexsmith Road and future Brown Road frontages.

b) Other frontage improvements as per Transportation's requirements

20.1.5. Streetlights: Provide street lighting along the public street frontages and within the Mid-Block Trail SRW. The following shall be confirmed through the SA* process:

a) Brown Road (North side of street):

- Pole colour: Grey
- Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire and duplex receptacles, but EXCLUDING any pedestrian luminaires, banner arms, flower basket holders, or irrigation.
- Pedestrian lighting between sidewalk & bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires set perpendicular to the roadway and duplex receptacles, but EXCLUDING any flower basket holders or irrigation.

b) Sexsmith Road (East side of street):

- Pole colour: Grey
- Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire and duplex receptacles, but EXCLUDING any pedestrian luminaires, banner arms, flower basket holders, or irrigation.
- 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.

c) Mid-Block Trail SRW (West side of site / Developer owned & maintained):

- Pole colour: Grey
- Pedestrian lighting: Type 8 (LED) INCLUDING 1 or 2 pedestrian luminaires (as determined via the Servicing Agreement & DP processes), but EXCLUDING any banner arms, flower basket holders, irrigation, or duplex receptacles.

NOTE: The SRW area shall be lit year-round from dusk to dawn. The lighting shall be owned, operated, and maintained by the property owner. The lighting design and construction shall be subject to the City's Servicing Agreement (SA)* (and SA* Letter of Credit), as determined to the City's satisfaction in coordination with the approved Development Permit*.

- d) Brown Road Studios Plaza & Pocket Park SRW (South side of site / Developer owned & maintained):
- Pole colour: Grey
 - Pedestrian lighting: Type 8 (LED) INCLUDING 1 or 2 pedestrian luminaires (as determined via the Servicing Agreement & DP processes), but EXCLUDING any banner arms, flower basket holders, irrigation, or duplex receptacles.

NOTE: The SRW area shall be lit year-round from dusk to dawn. The lighting shall be owned, operated, and maintained by the property owner. The lighting design and construction shall be subject to the City's Servicing Agreement (SA)* (and SA* Letter of Credit), as determined to the City's satisfaction in coordination with the approved Development Permit*.

20.1.6. General Items:

- a) The developer is required to, at developer's cost:
- Provide, prior to start of site preparation works, a geotechnical assessment of preload and soil preparation impacts on the existing utilities fronting or within the development site and provide mitigation recommendations.
 - Provide a pre-preload condition assessment of the surrounding utilities, including sanitary sewers at the northeast corner of the proposed site, storm sewer along the east side of Sexsmith Road, etc. A follow-up post-preload condition assessment of the utilities will be required after site preparation is complete. Any utilities impacted by the site preparation shall be replaced at the Developer's cost.
 - Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

20.2. Transportation Servicing Agreement* Requirements: The developer shall be responsible for the design and construction of frontage works, which is based on achieving the following road cross-sections (together with tie-ins to conditions beyond the frontages of the subject site), as determined to the City's satisfaction.

20.2.1. Along the entire Brown Road and Sexsmith Road frontages:

Interim Cross-Section: (from north to south along Brown Road and west to east along Sexsmith Road):

- a) 2.0m wide sidewalk (at the new property line) to match the neighbouring sidewalk treatment at Polygon's "Avanti"
- b) 0.5m wide buffer, which shall be paved with 100 mm x 100 mm granite setts (salt & pepper / flame finish) installed on concrete (as determined to the satisfaction of Engineering and Parks), together with City Centre streetlights and furnishings
- c) 1.8m wide bike path, which shall include a 1.5 m wide, machine-laid, asphalt pathway surface with a flush 0.15 m wide concrete band along both sides of the pathway
- d) 2.0m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings
- e) 0.15m wide curb and gutter
- f) 8.7m wide pavement surface (for a 2.5m wide westbound/southbound parking lane, 6.6m wide vehicle travel lanes). This pavement should be widened to min. 9.9m approaching the Sexsmith Road intersection.

- g) 0.15m wide interim curb and gutter
- h) Remaining right-of-way width be paved as an interim asphalt walkway

Ultimate Cross-Section: The following “ultimate” configuration should be incorporated into the design (referenced from the 2.5m wide westbound/southbound parking lane to south/east):

- a) 9.9m (3 x 3.3m lanes) wide vehicle travel lanes
- b) 2.5m wide eastbound/northbound parking lane
- c) 0.15m wide curb
- d) 2.0m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings
- e) 1.8m wide bike path, which shall include a 1.5 m wide, machine-laid, asphalt pathway surface with a flush 0.15 m wide concrete band along both sides of the pathway
- f) 0.5m wide buffer, which shall be paved with 100 mm x 100 mm granite setts (salt & pepper / flame finish) installed on concrete (as determined to the satisfaction of Engineering and Parks), together with City Centre streetlights and furnishings
- g) 2.0m wide sidewalk to match the neighbouring sidewalk treatment at Polygon’s “Avanti”

20.2.2. Along Sexsmith Road, from the northern limit of the site to Capstan Way (from west to east):

- a) Maintain the existing curb and gutter along the west side
- b) New 1.8m wide bike path
- c) New 1.2m wide buffer (exact treatment to be determined through the functional design exercise)
- d) 2.5m wide on-street parking
- e) 6.6m wide vehicle travel lanes
- f) Min. 1.5m wide paved shoulder

20.2.3. Installation of a special crosswalk with downward lighting and associated equipment on Brown Road at Sexsmith Road.

20.3. **Parks Servicing Agreement* Requirements:** Parks works shall be limited to areas secured through Public Rights of Passage Statutory Right-of-Ways (i.e. Brown Road Studios Plaza & Pocket Park SRW and Mid-Block Trail SRW), which works shall be designed and constructed in coordination with applicable Engineering and Transportation SA* requirements. The design concept for these spaces shall be generally as indicated in the rezoning drawings. More specifically:

20.3.1. For the Mid-Block Trail SRW, the cross-section shall provide for one (1) driveway crossing (as provided for under the proposed SRW agreement), together with the following features (from west to east):

- a) 0.5 m wide buffer, which shall be paved with 100 mm x 100 mm granite setts (salt & pepper / flame finish) or as otherwise determined to the City’s satisfaction, together with City Centre streetlights (as specified in the Engineering SA* requirements) and, as required, bollards or other furnishings;
- b) 2.0 m wide paved walkway, which paving should complement the treatment of the public walkway SRW area on the adjacent Polygon “Avanti” site; and
- c) 0.4 m wide landscape strip, the treatment of which shall be coordinated with that of the fronting development and generally include some combination of groundcover, planting, and hardscape.

20.3.2. For the Brown Road Studios Plaza & Pocket Park SRW, the design shall provide for, among other things:

- a) Planting of at least three (3) specimen replacement trees, as generally set out in the Tree Replacement and Protection requirements of these Rezoning Considerations;
- b) A "Plaza" area, which shall be designated by plan in the SRW agreement and must be designed, maintained, and operated in a manner that contributes towards the viability and public enjoyment of the fronting Brown Road Studios and related outdoor SRW area, as generally set out in these Rezoning Considerations;
- c) An accessible, passive, park-like setting for 24/7 access and enjoyment by the general public; and
- d) The installation of above-grade private utility equipment along the west edge of the SRW area, which equipment, access, and related requirements shall be designed, constructed, and maintained in a manner that minimizes impacts on the visual appearance, appeal, and/or public use and enjoyment of the SRW area.

20.3.3. Design development will be undertaken, to the satisfaction of the City, via the SA* process, in coordination with the Development Permit* (including Advisory Design Panel review/approval).

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

1. Legal Agreements: Satisfy the terms of legal agreements registered on title prior to rezoning adoption (RZ 17-778835) 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, Manager of Community Social 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 rezoning adoption (RZ 15-699647) and/or Development Permit* issuance with respect to the development's Building Permit*.
2. Construction Traffic Management Plan: Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
3. Accessibility: Incorporation of accessibility measures in Building Permit* plans as determined via the Rezoning and/or Development Permit processes.
4. Construction Hoarding: Obtain a Building Permit* for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

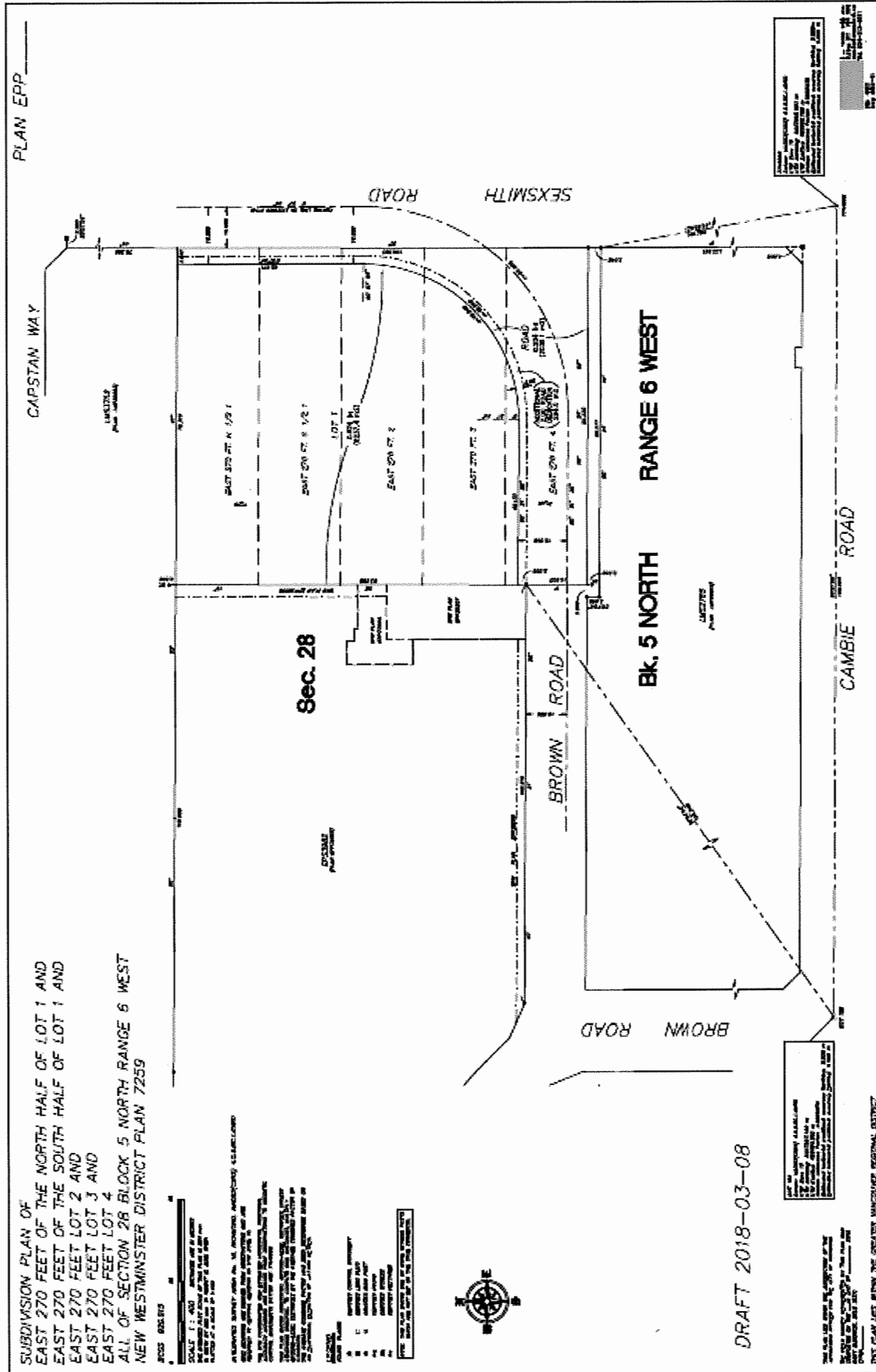
Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act. All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.
The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

SIGNED COPY ON FILE

Signed _____

Date _____



THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

Schedule C: Brown Road Studios Terms of Reference & Outline Specifications

Polygon "Fiorella"

Brown Road Studios*Terms of Reference & Outline Specifications***A. Intent**

The developer shall provide, in perpetuity, an affordable, work-only, rental art studio facility for eligible professional visual artists (as defined herein), constructed to a turnkey level of finish at the sole cost of the developer, to the satisfaction of the City, including:

- a) 72.4 m² (779.0 ft²) of gross leasable (indoor) floor area accommodating two (2) street-oriented, universally-accessible, storefront-type art studio units, each of which shall include a work space, 2-piece washroom, slop sink and counter, picture-hanging system, and floor-to-ceiling windows on one or more sides;
- b) outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities (i.e. Brown Road Studio Plaza & Pocket Park SRW); and
- c) vehicle storage, loading, and waste management facilities (i.e. as per Zoning Bylaw requirements and related City policies) for the shared use of the studio unit tenants, together with required pedestrian and vehicular access/circulation, including:
 - one (1) van-size parking / loading space (i.e. equivalent in size to a Zoning Bylaw "Handicapped Space");
 - one (1) "Class 1" bicycle room (for four (4) bicycles) equipped with an EV Charging Station (e.g., 120V duplex outlet);
 - one (1) room for garbage, recycling ("blue box"), and organic waste carts; and
 - shared use of the residential building's:
 - i. "Visitor Parking";
 - ii. "Class 2" (outdoor) bicycle storage spaces;
 - iii. Medium-sized truck loading area; and
 - iv. Garbage/recycling ("blue box") /organic waste holding/pick-up facilities.

NOTE: The developer's provision of the vehicle storage, loading, and waste management facilities specified above shall be understood to satisfy all related Zoning Bylaw requirements and City policies with respect to the Brown Road Studios.

B. Studio Uses:

- a) Permitted uses, on a 24/7 basis by or on behalf of the tenant, shall include:
 - production of visual arts only (except as specifically indicated below);
 - indoor uses ancillary to the production of visual arts within the studio units, including:
 - i. visual arts education;
 - ii. indoor display and wholesale / retail sale of visual arts produced on the premises;
 - iii. social and cultural gatherings (e.g., art openings and events);
 - iv. shipping/receiving; and
 - v. storage; and
 - temporary outdoor uses ancillary to the production of visual arts within the Brown Road Studios, provided that such uses are conducted within the designated "Plaza" portion of the SRW area (which "Plaza" shall be identified with a plan and its specific form, character, and use shall be approved by the City through the Development Permit* and Servicing Agreement* review and approval processes), including:
 - i. display and performance of artworks (excluding amplified music) produced on the premises;
 - ii. retail display and sale of artworks produced on the premises;
 - iii. small-scale visual art production and education (e.g., plein air painting);
 - iv. social and cultural gatherings that the general public is welcome to attend at no cost (e.g., art openings and events); and
 - v. complementary uses, signage, and activities.
- b) Prohibited uses, on a 24/7 basis, shall include:
 - residential activities;
 - production of arts other than visual arts, except where undertaken in support of on-site visual arts production (e.g., audio related to video production);
 - welding, glassblowing, use of pottery kilns, and other activities involving noxious / toxic fumes / vapors;

- loud noises that may be disturbing to nearby residents; and
- outdoor storage of materials, equipment, or artworks.

C. Studio Tenant Eligibility:

All eligible tenants must satisfy the following criteria:

- a) intend to utilize the Brown Road Studios in compliance with the Studio Uses and related requirements;
- b) meet financial eligibility requirement as per household income guidelines set out under the City's Affordable Housing Strategy for tenants of Subsidized Rental housing or Low End Market Rental housing, which incomes shall be adjusted periodically as per Council-approved policy; and
- c) comply with the definition of a "Professional Visual Artist", meaning an artist who, in the determination of the Director of Arts, Culture and Heritage, at his or her sole discretion:
 - has specialized training in, and makes his/her primary living from, the visual arts (not necessarily in academic institutions);
 - is recognized as such by his or her peers (artists working in the same artistic tradition);
 - is committed to devoting more time to artistic activity, if financially feasible;
 - has a history of public presentation, with at least three (3) public presentations of work in a professional context over a three-year period;
 - has produced an independent body of work;
 - has maintained an independent professional practice for at least three (3) years; and
 - has a practice that falls within Category "A" Professional Artist or such other definition of Professional Visual Artist as promulgated from time to time by the Canada Council for the Arts and approved by the Director of Arts, Culture and Heritage.

D. Studio Rental Terms:

The studio units shall be rented:

- a) solely for visual arts and related purposes, as generally described under "Studio Uses";
- b) on the basis of Council-approved rental rates and terms with the aim of:
 - ensuring the studio units provide "affordable" studio space for eligible tenants, pre-qualified by the owner and approved by the Director, Arts, Culture and Heritage Services (with respect to ensuring that the mix of art practices is supportive of City objectives for a diverse, vibrant, and viable City Centre "arts district"); and
 - support City objectives for fostering a viable, dynamic arts community and the establishment of Capstan Village as an engaging "arts district"; and
- c) on a semi-inclusive basis whereby the rents charged to tenants:
 - secures the full use of the following (i.e. no additional charges shall apply):
 - i. studio units, outdoor space, and vehicle parking / loading (i.e. one space equivalent in size to a Zoning Bylaw "Handicapped Space") and Class 1 bike storage (for 8 bikes) intended for the exclusive use of the studio tenants
 - ii. visitor parking, Class 2 bike storage, and loading, garbage, recycling, and related access / circulation intended for the shared use of the studio facility tenants and the residential building tenants;
 - includes all building administration, maintenance, and repair (i.e. no additional charges shall apply), except for the day-to-day cleaning of the two (2) studio units (which shall be the sole responsibility of the studio unit tenants); and
 - with respect to utilities:
 - i. includes all City utility charges (e.g., water);
 - ii. includes all heating / cooling / air handling (NOTE: The building is required to be "hook-up ready" for a City District Energy Utility (DEU) system and satisfy OCP Aircraft Noise Sensitive Development (ANSO) standards for "Area 2");
 - iii. includes all services provided with respect to common indoor and outdoor spaces including, but not limited to, lighting and electricity provided with respect to the publicly-accessible outdoor space designated for the shared use of the studio occupants (e.g., for art display, gatherings, and related activities); and
 - iv. excludes private utility charges for services used exclusively by the studio tenants (e.g., internet; electricity service to the studio units and an EV bicycle charging stations designated for the exclusive use of the studio occupants, and serving the designated outdoor space).

The terms of the Rental Agreements shall indicate that they apply in perpetuity and provide for the following:

- a) Council-approved rental rate of \$0.75 per square foot, which rate shall be adjusted annually by any increase in the CPI Inflation Index or as otherwise determined to the satisfaction of the City beginning one year after the first date of occupancy of the studio units;
- b) Annual lease with open-ended term.
- c) Maximum of two tenants per studio unit, both of whom must meet the Studio Tenant Eligibility criteria and be identified on the lease agreement.

E. City Responsibility:

The City will be responsible for:

- a) defining and updating the studio tenant eligibility criteria (e.g., financial requirements) on a periodic (e.g., annual) basis;
- b) setting Council-approved rental rates for the studio units and reviewing and updating the rates on a periodic (e.g., annual) basis;
- c) approving the tenant selection procedures(e.g., application form and selection panel identification) to ensure a transparent process; and
- d) selecting tenants from a list of applicants that are pre-qualified by the Developer based on City-approved eligibility criteria (e.g., financial eligibility and meeting definition of artist). Selection will be done via a selection panel or as otherwise determined to the sole satisfaction of the City, and will be based on artistic practice, complementary mix of art forms, lively streetscape and related considerations.

F. Developer Responsibility:

The developer will be responsible, at the developer's sole cost, for the following:

- a) designing and constructing the studio facility and related uses / spaces to a turnkey level of finish;
- b) pre-qualifying potential tenants for review and selection by the City, which shall be based on an open application process and City-approved eligibility criteria including, but not limited to, Studio Tenant Eligibility criteria (e.g., financial eligibility and meeting definition of artist);
- c) renting the two (2) studio units to eligible, City-approved tenants (limited to a maximum of two (2) tenants per studio unit, both of whom must meet the Studio Tenant Eligibility criteria and be identified on the lease agreement); and
- d) maintaining and repairing the studio facility and all related uses and spaces, to the satisfaction of the City, including maintaining and repairing the two (2) studio units (except day-to-day cleaning), outdoor space, vehicle storage, and, as applicable, the uses and spaces the studio facility tenants share with the residential building tenants (e.g., shared visitor parking, Class 2 bike storage, loading, garbage, recycling, and related access / circulation).

G. Studio Facility Tenure:

- a) Ownership: Developer (Polygon); however, the Brown Road Studios may be sold to an alternate owner, provided that the two (2) units are sold as a group and all rights (e.g., parking, waste facilities, access, rental terms) are transferred with the units to the satisfaction of the City.
- b) Legal: Prior to adoption of the pending Zoning Text Amendment, legal agreements must be registered on title to secure the SAS facility contribution (i.e. detailing the form, use, and location of the studio units and easement(s) and/or alternate agreements as required with respect to parking, shared use of loading and access, rents, tenant eligibility criteria, maintenance, and other considerations), together with "no development", "no build", and "no occupancy" covenants, an option to purchase (at a nominal charge), and other measures, all as determined to the satisfaction of the City.
- c) Parcel: Air space parcel

H. Outline Specifications:

The artist studio facility, including two (2) studio units, parking, outdoor space, and related uses / spaces, shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the City. The studio facility

must be designed and constructed to be attractive, universally-accessible, adaptable to a variety of visual arts activities, and durable. Facility features shall include, but may not be limited to, the following:

a) General Requirements

- The studio units shall:
 - i. make a significant contribution towards City Centre Area Plan (CCAP) objectives for the establishment of Capstan Village as a designated Arts District by:
 - diversifying the range of arts activities and opportunities within the Village; and
 - providing a meaningful contribution towards a varied, dynamic, and artful public realm and streetscape;
 - ii. be situated at the residential building's first storey, along the north side of Brown Road;
 - iii. be storefront-type units with:
 - direct pedestrian access to/ from the public sidewalk;
 - individual entry doors;
 - pedestrian weather protection; and
 - integrated address/tenant signage;
 - iv. have large, floor-to-ceiling windows fronting onto the street and publicly-accessible outdoor area(s), which windows shall be designed and constructed to:
 - facilitate window displays of artworks (produced on the premises);
 - allow for public viewing of work underway within the studio units;
 - be operable to facilitate ventilation, access, and opening up the units to the public outdoor space in fair weather for display and work purposes (e.g., in the form of a pair of glazed swing, sliding, or folding doors or the equivalent, to the City's satisfaction); and
 - provide for adequate light control in the form of sun shades, canopies, or alternative measures (because it must be practical for tenants to leave the units' storefront-type display windows uncovered during typical daytime business hours);
 - v. be designed and constructed to ensure that permitted arts-related activities carried out within the units will not impact nearby residents (on-site or off) by way of noise, vibration, smoke, dust, odors, heat, glare, or electrical or radio disturbances (e.g., appropriate siting and orientation, noise mitigation measures);
 - vi. include outdoor space designated exclusively for the shared use of the occupants of the studio units for public access, art display, informal / formal gatherings, and related activities, which space shall be:
 - limited to a universally-accessible, paved, patio-like space with integrated seating (e.g., seating walls) and space for movable furniture (by tenants) and art displays;
 - situated along the frontage of the studio facility, contiguous with the studio unit entrances and large storefront-type windows, with direct access to / from the Brown Road public sidewalk;
 - illuminated to accommodate evening/night-time activities;
 - equipped with power, water, and other features to accommodate temporary use of the space for art production, art display, gatherings and events (e.g., art openings), and related activities; and
 - convenient to and within view of "Class 2" bike storage (i.e. racks for unrestricted public use);
 - vii. incorporate artfully-designed, illuminated (i.e. indirect or back-lit only), address/business signage on the exterior of the studio facility, including:
 - permanent signage identifying the Brown Road Studios, together with information regarding the Studios' program and sponsorship (e.g., pylon / free-standing sign);
 - changeable tenant signage (one per unit) in the form of façade or canopy signs; and
 - directional signage indicating access to on-site Visitor Parking.
- The studio facility shall satisfy minimum requirements to satisfy:
 - i. BC Building Code 2012;
 - ii. City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008;
 - iii. City of Richmond Building Regulation Bylaw 7230 – 2002;
 - iv. City of Richmond Flood Plain Protection Bylaw 8204 – 2008 with respect to commercial uses (i.e. 0.3 m above the crown of the fronting road);
 - v. City of Richmond's High Performance Building standards; and
 - vi. universal accessibility requirements for tenants and visitors in wheelchairs.
- The studio units shall be designed and constructed to ensure an attractive appearance and cost effectiveness over the long-term by generally satisfying the following criteria:
 - i. for materials: provide for high impact resistance, traffic resistance, and stain resistance, and exceptional longevity;
 - ii. for maintenance: require only simple cleaning processes (e.g., soap and water) and ensure that surface finish is easily made good (e.g., Hi-Traffic Acrylic Floor Finish mopped on) and heavy use has minimal impact;

- iii. for repair: require only basic interventions to repair cracking, gouging, or more severe or accidental wear (e.g., one person with mortar patching / grinding equipment) and ensure that such repairs are readily made invisible or contribute to the "character" of the material / finish (i.e. wholesale replacement or refinishing is not required to maintain an attractive appearance); and
- iv. for replacement: provide for easy, expeditious stripping, prepping, and re-installation (e.g., low-tech, minimum structural or substrate intervention) to, as applicable, minimize tenant disruption, facilitate timely re-lease of unit, and minimize lost income.

b) Studio Unit Dimensions

- The two (2) studio units shall have a combined total (indoor) gross leasable area of at least 72.4 m² (779.0 ft²) ;
- Each studio unit shall have an (indoor) gross leasable area of at least 28 m² (301 ft²).
- Each studio unit shall contain a work space:
 - i. at least 23 m² (248 ft²) in size unobstructed by columns;
 - ii. configured as one contiguous, regularly-shaped (i.e. rectangular) space with a minimum dimension of at least 3.05 m (10 ft); and
 - iii. with a minimum clear height of at least 3.66 m (12 ft) unobstructed by beams, ducts, lighting, sprinkler systems, or other features.

c) Studio Unit Access & Accessibility

- The studio facility shall:
 - i. be fully accessible for tenants and visitors in wheelchairs;
 - ii. be designed to provide for the convenient movement of large, heavy objects by the tenants on a frequent basis, both within the studio units and between the units and the street / sidewalk and parking / loading areas;
 - iii. provide for convenient tenant access to garbage / recycling facilities and the studio facility's Class 1 bike storage room; and
 - iv. provide for convenient, direct, public access to / from the studio units' front doors and the public Brown Road sidewalk and on-site Visitor Parking.

d) Studio Unit Interiors

- All systems and finishes shall be highly durable and be able to withstand the daily rigors of a working studio for the production of arts, crafts, and related activities
- Floors:
 - i. Sealed polished concrete
 - ii. Resilient type flooring, non-slip
- Walls & Ceilings:
 - i. Finished painted drywall (smooth, museum white finish, low VOC paints and coatings)
 - ii. All demising walls shall have a minimum STC (Sound Transmission Class) Rating of 50 or higher
- Doors & Windows:
 - i. Windows and doors shall meet CAN/CSA – A440 (2005) Standards. All doors, metal or wood, shall be solid core.
 - ii. Door hardware shall be commercial grade and shall meet current accessibility and universal design requirements.
 - iii. All main access doors shall be pre-wired for automatic push button operated doors to facilitate future accessibility if required.
 - iv. Overhead door (or equivalent, as determined by the City) at storefront with vision glass panels, min. 2.5 m wide and 3 m high to facilitate the movement of large objects.
 - v. Windows consistent with LEED Credits 8.1 and 8.2.
 - vi. Operable windows to meet ventilation requirements.
 - vii. Window coverings (or equivalent, as determined by the City) to minimize and moderate direct sunlight within the studio interiors.
- Millwork:
 - i. Each unit shall be provided with a:
 - countertop and utility sink, the combined length of which shall be at least 2.44 m (8 ft);
 - 2-piece washroom (i.e. toilet and hand sink); and
 - picture hanging system.
 - ii. Millwork shall comply with residential casework standards.
 - iii. All millwork shall be of plywood carcass construction built to AWMAC standards.
 - iv. Countertop shall be stain resistant, highly durable, and resilient.
 - v. Door frames shall be of durable materials, resilient to impact of large, heavy materials and equipment.

- Plumbing:
 - i. Each unit shall be provided with:
 - Industrial grade stainless steel slop sink with hot and cold water and integral stainless steel counter top.
 - 2-piece washroom including a low flush toilet and a hand sink and faucet (including a faucet aerator to reduce water consumption).
 - ii. Each sink shall be equipped with floor-mounted sediment trap.
 - iii. Each faucet shall be durable, commercial grade with a gooseneck, minimum 180 degree swivel spout, and lever handle(s). In addition, the slop sink faucet shall be equipped with a separate, flexible spray hose and spout (for filling buckets and large pots and cleaning purposes).
 - Electrical / Wiring:
 - i. Four-plug 120 volt outlets at intervals of not more than 1.52 m (5 ft).
 - ii. Units wired for communication/high speed data/cable.
 - Lighting:
 - i. High quality lighting, with daylight correlated colour temperature.
 - ii. Interior fixtures to be dimmable.
 - iii. Track lighting or an alternative lighting system/installation that provides for a combination of movable display and task lights that can be easily relocated within the studio spaces and adjusted (horizontally and vertically, as applicable) by the studio tenants to meet their individual lighting needs.
- e) Signage & Exterior:
- Provide all required interior wayfinding, fire, life safety, and accessibility-related signage.
 - Each unit shall contain a visible building fire safety plan located at its primary exit(s).
 - Business signage shall, as generally determined to the City's satisfaction through the Development Permit* process, be:
 - i. standardized for the two (2) units;
 - ii. integrated into the building design (i.e. not free-standing); and
 - iii. comply with the City's Sign Bylaw.
 - Weather protection shall be provided across the frontages of the studio units to:
 - i. protect the studio interiors from precipitation at the entry doors and light precipitation at the overhead or other large doors; and
 - ii. minimize and moderate direct sunlight within the studio interiors.
- f) Mechanical Systems:
- Plumbing
 - i. Provide, at minimum, one utility sink in each unit, complete with sediment interceptors (all sinks to be 16 gauge or lower). All faucets shall be single lever accessible type.
 - ii. Provide for all shut offs for water valves and clean outs that are readily accessible from inside the unit.
 - iii. Provide for floor drains in bathroom.
 - Heating, Cooling & Air Handling:
 - i. Mechanical and natural ventilation including, but not limited to, compliance with:
 - OCP Aircraft Noise Sensitive Development (ANSI) policies for "Area 3"; and
 - City of Richmond District Energy Utility (DEU) hook-up ready requirements.
 - ii. Air change for each unit with mechanically delivered air exhaust to be ultra-quiet rated.
 - iii. Tempered make up air to each unit.
 - iv. Operable vents to facilitate natural ventilation at the discretion of the occupant.
 - Fire Protection:
 - i. Conform to all standards of NFPA 13 – 1996 standard for the installation of sprinkler systems.
 - ii. Meeting any additional requirements of City of Richmond Fire Protection and Life Safety Bylaw 8306 – 2008.
 - iii. Provide, at occupancy, a single fire extinguisher mounted in each unit.
- g) Electrical Systems:
- All electrical wiring shall make provision for "flexible" indoor lighting options at the discretion of the occupant.
 - Provide battery operated emergency lighting.
 - Units shall be connected to the building fire alarm system and zoned appropriately.
- h) Telecommunications:
- Provide complete telecommunications cables to support telephone, TV, internet, entry phone.
- i) Loading / Waste /Vehicle Areas:
- Provide convenient (i.e. direct indoor or weather-protected outdoor) access to / from the studio units and the loading, garbage, recycling, Visitor Parking, and Class 1 bike storage areas.

- Vehicle storage and loading for the exclusive (shared) use of the studio unit tenants shall be provided in compliance with Zoning Bylaw requirements, including:
 - i. one (1) van-size short-term parking / loading space (i.e. equivalent in size to a Zoning Bylaw "Handicapped Space");
 - ii. four(4) "Class 1" bicycle storage spaces within a secured bike room; and
 - iii. one (1) electric vehicle (EV) charging station (i.e. 120V duplex outlet) serving the bike room.

Initial _____



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9836 (RZ 17-778835)
3551, 3571, 3591, 3611, and 3631 Sexsmith Road**

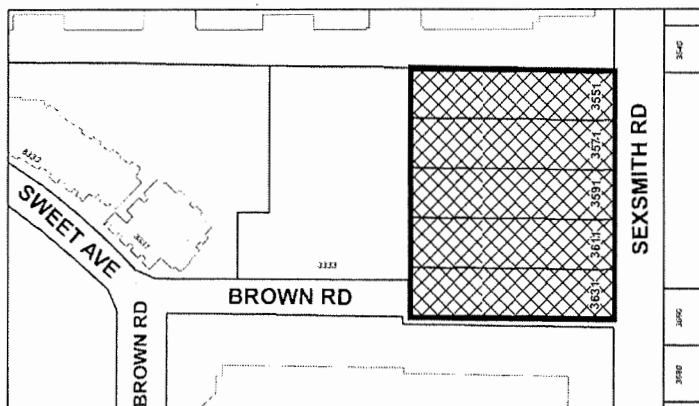
The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, as amended, is further amended by inserting a new sub-section in section 9.4.4, which sub-section shall be inserted at the end of section 9.4.4 and numbered sequentially, as follows:

“For the net **site** area of the **site** located within the **City Centre** shown on Figure 1 below, notwithstanding Section 9.4.4.4, the maximum **floor area ratio** for the **RCL4 zone** shall be 2.618, provided that the **owner**:

- a) complies with the conditions set out in Section 9.4.4.4; and
- b) dedicates not less than 294.0 m² of the **site** as **road**.

Figure 1



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 “**RESIDENTIAL/LIMITED COMMERCIAL (RCL4)**”.

P.I.D. 003-460-754

East 270 Feet of the South Half of Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

P.I.D. 003-898-300

East 270 Feet the North Half Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

P.I.D. 011-106-727

East 270 Feet Lot 2 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

P.I.D. 011-106-743

East 270 Feet Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

P.I.D. 011-106-751

East 270 Feet Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 9836**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE APPROVAL

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee

Date: March 23, 2018

From: Wayne Craig
Director, Development

File: CP 16-752923

Re: Proposed Official Community Plan (City Centre Area Plan) Amendment at 6551 No. 3 Road (Richmond Centre South Redevelopment Plan) – Request to Endorse an Applicant-Led Public Consultation Process

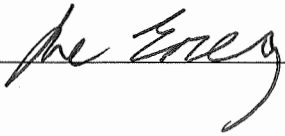
Staff Recommendation

That staff be authorized to oversee an applicant-led public consultation process with respect to possible changes to the City Centre Area Plan arising from the proposed Richmond Centre South Redevelopment Plan.



Wayne Craig
Director, Development

WC:sch
Att. 5

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

Staff Report

Origin

GBL Architects has applied to the City of Richmond to amend the Official Community Plan (OCP), Schedule 2.10 (City Centre Area Plan), at 6551 No. 3 Road to permit a 2-phase redevelopment of the south end of the Richmond Centre shopping centre, generally to the south of Cook Road and Murdoch Avenue (Attachments 1 & 2). The proposed “Richmond Centre South Development Plan” includes the replacement of the former Sears building, nearby shops, the existing parkade, and adjacent surface parking with a high-rise, urban neighbourhood. The Development Plan comprises approximately 2,000 dwellings, new public streets and outdoor spaces, two levels of underground parking accommodating approximately 4,000 spaces, and 40,900 m² (440,000 ft²) of new retail space, the latter of which represents a net retail increase of approximately 9,290 m² (100,000 ft²).

Rezoning of the subject property is not required.

- 1) The subject (south) lot (6551 No. 3 Road), the mall’s north lot (6060, 6080, and 6088 Minoru Boulevard, which is under separate ownership), and various neighbouring properties were rezoned in the late 1980s to “Downtown Commercial (C7)” (amended to “CDT1” in 2009) to permit high-rise, mixed use development and a density of 3.0 Floor Area Ratio (FAR).
- 2) Richmond Centre’s proposed high-rise, mixed use development is permitted under the subject site’s existing “CDT1” zone. Moreover, the combined total floor area of the proposed development and the portion of the existing mall that is planned to remain on the subject (south) lot is approximately 241,500 m² (2.6 million ft²) or 2.1 FAR, which is significantly lower than the 3.0 FAR permitted under the “CDT1” zone.

Developments that comply with existing zoning typically proceed directly to Development Permit (DP) review. Through the DP process, the City’s ability to secure community amenities, such as affordable housing, is severely compromised because Council does not have the discretionary power of a rezoning application. However, the “Richmond Centre South Development Plan” includes new streets, public spaces, and building features that are not identified in the City Centre Area Plan (CCAP). To rectify this situation, the developer was required to make an application to amend the CCAP. Through the CCAP amendment review process, staff are working with the developer to address community objectives, including those not generally achievable through a stand-alone DP application process.

The purpose of this report is to:

- 1) Provide an overview of the proposed “Richmond Centre South Development Plan” and possible related changes to the CCAP;
- 2) Present the outcome of preliminary consultation with the Advisory Design Panel; and
- 3) Seek Council support for staff to oversee an applicant-led public consultation process with respect to the proposed “Richmond Centre South Development Plan” and CCAP amendments.

Related Policies & Studies

City Centre Area Plan (CCAP)

The subject site is located in the middle of Brighthouse Village. (Attachment 3) The CCAP identifies this area as the traditional heart and civic focus of Richmond's downtown and supports its revitalization with a high density, high-rise, mix of commercial, residential, and civic uses centred on No. 3 Road and the Brighthouse Station transit exchange. More specifically:

- 1) The subject site and properties to its north, south (i.e. City Hall), and east (i.e. east of No. 3 Road) generally share the same high density, high-rise, mixed use designations, including:
 - "Urban Core T6 (45 m)", which permits mixed use or commercial development to a maximum of 3.0 FAR and 45 m (148 ft.) in height;
 - "Village Centre Bonus", which permits commercial uses to a maximum of 1.0 FAR; and
 - "Pedestrian-Oriented Retail Precinct – High-Street & Linkages", which encourages a high concentration of pedestrian-oriented retail, restaurant, and complementary activities at grade along No. 3 Road and other public streets and open spaces; and
- 2) West of the subject site, near Minoru Park, the CCAP encourages medium and high density, mid- and high-rise residential uses, generally designated as:
 - "Urban Centre T5 (25 m)", which permits residential and other uses to a maximum of 2.0 FAR and 25 m (82 ft.) in height; and
 - "Institution", which permits bonus density and increased height for developments which provide community amenity-type uses (e.g., Richmond Kiwanis Senior Citizens Housing Society); and
- 3) Mobility improvements are encouraged, including:
 - The extension of Park Road westward from No. 3 Road to Minoru Boulevard;
 - A new bike lane along No. 3 Road; and
 - Greenway improvements along No. 3 Road and Minoru Boulevard.

Analysis

Applicant's Development Proposal

The proposed "Richmond Centre South Development Plan" envisions the replacement of the former Sears building, nearby shops, the existing parkade, and adjacent surface parking with a high-rise, urban neighbourhood, constructed in two phases and comprising:

- 1) Approximately 2,000 dwellings;
- 2) Approximately 40,900 m² (440,000 ft²) of new retail space, which represents a net retail floor area increase of approximately 9,290 m² (100,000 ft²) over the size of the existing mall;
- 3) Two levels of underground parking accommodating approximately 4,000 spaces for shoppers, visitors, and residents; and
- 4) New public streets and open spaces.

Proposed CCAP Amendment

The origin of the subject CCAP amendment application is the developer's proposal to vary street and development features set out in the Area Plan. Through the CCAP amendment application review process, staff have worked with the developer towards satisfying a number of key City and Area Plan objectives through various proposed developer contributions and related development features. In brief, the "Richmond Centre South Development Plan's" proposed revisions to the CCAP are envisioned as follows and shown in Attachment 4.

1) Mobility Network:

- **Existing CCAP:** The Plan currently requires the extension of Park Road to Minoru Boulevard via Minoru Gate (from No. 3 Road) and the extension of on-street bike lanes along No. 3 Road and Minoru Boulevard.
- **Proposed CCAP Amendment:** The subject development proposes to:
 - a) Satisfy the Plan's existing requirements with respect to the extension of Park Road to Minoru Gate;
 - b) Exceed the Plan's bike lane requirement by providing off-street bike paths along all site frontages (i.e. No. 3 Road, Minoru Boulevard, and a new street along the site's south edge), complemented by end-of-trip facilities on-site; and
 - c) Provide additional community benefits, including:
 - i. A new public street and multi-use path, together with special landscape features, along the south edge of the subject property, fronting onto the City Hall site ("City Hall Street");
 - ii. Smaller, more pedestrian-friendly blocks, which will be achieved by extending Park Road beyond Minoru Gate to Murdoch Avenue and adding a new north-south connection between Park Road and the "City Hall Street";
 - iii. Enhanced street design standards;
 - iv. Car-share facilities; and
 - v. Improved access to/from Brighthouse Station and the future bus mall via:
 - A secured public route through Richmond Centre's Galleria outside normal shopping mall business hours (during transit hours); and
 - No. 3 Road sidewalk, crosswalk, and related improvements along the entire frontage of Richmond Centre (including the subject site and the portion of the mall to its north).

2) Public Open Space Network:

- **Existing CCAP:** The Plan currently requires greenway improvements along the No. 3 Road and Minoru Boulevard frontages of the subject site.
- **Proposed CCAP Amendment:** The subject development proposes to:
 - a) Satisfy the Plan's existing requirements with respect to greenway improvements along the No. 3 Road and Minoru Boulevard frontages of the subject site;
 - b) Provide additional community benefits in the form of:
 - i. A central plaza secured for public use, approximately 0.2 ha (0.5 ac) in size (i.e. roughly twice the size of Lang Park); and
 - ii. Improved pedestrian and cycling linkages with Minoru Park and the Richmond Cultural Centre.

3) Form and Character:

- **Existing CCAP:** The Plan currently requires that parking be screened by non-parking uses, pedestrian-oriented commercial uses front No. 3 Road, and built forms contribute to a varied skyline and livable urban environment.
- **Proposed CCAP Amendment:** The subject development proposes to exceed the Plan's existing requirements by:
 - a) Locating most of the development's required parking (approximately 4,000 spaces) in two underground levels so as to free up the ground plane for public open space, retail, restaurant, residential, and other non-parking uses;
 - b) Extending pedestrian-oriented commercial uses along No. 3 Road, together with the extension of Park Road to Murdoch Avenue and the mall's existing Galleria, thus, providing for a connected, outdoor/indoor pedestrian shopping precinct;
 - c) Designing the proposed public street and multi-use path along the subject site's south edge as a "civic promenade" framed by City Hall on its south and complementary architectural and landscape features on its north; and
 - d) Supporting the development of a distinctive public realm characterized by high quality, pedestrian-oriented retail and residential frontages, slim towers, and enhanced public spaces;

4) Housing:

- **Existing CCAP:** The Plan encourages affordable housing, a diversity of unit types, and accessible housing options; however, as a pre-zoned site, the developer would not be obligated to provide for these things through a Development Permit process.
- **Proposed CCAP Amendment:** The subject development proposes to provide:
 - a) 50% family-friendly, two- and three-bedroom units;
 - b) 25% Basic Universal Housing (BUH) units, together with aging-in-place features (e.g., lever handles and blocking in walls for grab bars) in 100% of units; and
 - c) 5% affordable, low-end-of-market rental (LEMR) housing in the form of two purpose-built rental buildings (one per phase) comprising a total of 150 units (secured in perpetuity with a Housing Agreement prior to adoption of the OCP amendment bylaw).

The developer's proposed affordable housing contribution will be taken into account with respect to the Zoning Bylaw's permitted parking reduction applicable to pre-zoned CDT1 sites (i.e. from 1.5 space/unit to 1.0 space/unit). This is consistent with the Affordable Housing Strategy, which supports parking reductions in transit-oriented locations where it will help to facilitate increased affordable housing developer contributions.

5) District Energy Utility (DEU) Network:

- **Existing CCAP:** The Plan aims to support the development of a cleaner, greener, and healthier downtown and reductions in greenhouse gas (GHG) emissions, but does not set specific directions or targets for the City Centre.
- **Proposed CCAP Amendment:** To set site-specific targets for the subject development.

Staff and the developer are working cooperatively to ensure that the subject development will contribute towards City objectives for the implementation of low carbon (i.e. low/zero GHG emissions) energy systems. Opportunities are being explored for the

developer's provision of a centralized energy plant that is capable of meeting the heating and cooling needs of the subject development and providing future network connections to Richmond's emerging City Centre DEU system. Discussions are on-going with respect to the ownership and operation of the centralized energy plant and related factors. Details will be forthcoming in the final staff report regarding the subject application.

CCAP Amendment Implementation Approach

Following input from the general public and stakeholders, as part of a future staff report regarding the subject application, staff will make final recommendations to Council with respect to recommended developer contributions and related development features. These contributions and features will be secured through site-specific amendments to the CCAP, in the form of an OCP Amendment Bylaw, and OCP Considerations. In short, the:

- 1) OCP Amendment Bylaw will address items specific to the City Centre Area Plan, such as:
 - Changes in the street network and enhanced street design standards;
 - The addition of park, greenway, and off-street bike routes; and
 - New Development Permit Guidelines specific to the subject site;
- 2) OCP Considerations will generally address items to be secured via legal agreements for implementation by the developer, at the developer's sole cost, on a phase-by-phase basis, such as:
 - Land dedications, Statutory Right-of-Ways, and related requirements with respect to road improvements (e.g., new street adjacent to the City Hall property) and public open space features (e.g., central plaza);
 - Transit access improvements (e.g., extended-hours public access through the mall's Galleria and frontage improvements in proximity to Brighthouse Station);
 - Servicing Agreement requirements for the design and construction of street, public open space, and engineering improvements (to be secured with Letters of Credit);
 - Affordable housing, dwelling unit mix, and Basic Universal Housing requirements;
 - Car-share, electric vehicle (EV) charging, end-of-trip cycling facilities, driveway restrictions, parking, and other mobility requirements; and
 - Public art and streetscape improvements.

Public Consultation

It is Council policy (OCP Bylaw Preparation Consultation Policy 5043) that staff will consider consultation with persons, organizations, and authorities that may be affected by the enactment, repeal, or amendment of the Official Community Plan bylaw where the other parties' land use, programming, servicing, transportation, and/or environmental interests may be impacted.

- 1) Public Consultation Process: OCP Amendment Application signs have been installed on the subject property. At the time of writing this report, staff have not received any comments from the public about the subject application in response to the placement of the Application signs. To ensure that the public has adequate opportunity to be informed about the proposed development and possible changes to the CCAP, staff recommend an applicant-led public

consultation process (overseen by staff). The proposed process would be undertaken generally as follows.

- **Step #1** Public Consultation (*Targeted for May 2018*)
- **Step #2** Plan & CCAP Amendment Finalization: Analysis of public input, revision of the Draft Plan and CCAP amendments, and preparation of the CCAP Amendment Bylaw
- **Step #3** Report to Council: To amend the CCAP, including the presentation of the public consultation findings, the final proposed “Richmond Centre South Development Plan”, and the CCAP Amendment Bylaw

2) Proposed Public Consultation Features: The proposed staff-managed / applicant-led public consultation process is targeted for May 2018, and will include a static public display in Richmond Centre mall, together with two open house events (where the developer and City staff will be present) and online at LetsTalkRichmond. More specifically, the proposed public consultation will include the following features. (Dates and times are tentative.)

- **Public Display:** A static display will be prominently located at the east end of Richmond Centre’s Galleria from Tuesday, May 22, 2018 to Sunday, June 3, 2018. The display will include large, full-colour display boards with diagrams, photographs, architectural drawings, and written information.
 - Visitors wishing to provide comments will be directed to a Feedback Form available at the scheduled Open Houses and on LetsTalkRichmond (which may be accessed with a mobile device while viewing the display or online at home).
- **Open Houses:** The developer, together with City staff from Planning, Transportation, Parks, Affordable Housing, Public Art, Sustainability, and Engineering, will be available to answer questions at the Public Display on two dates: Sunday, May 27 (1 p.m. – 4 p.m.) and Thursday, May 31 (6 p.m. – 9 p.m.).
 - Visitors wishing to provide comments will be able to fill out the Feedback Form, either in the form of paper copies at the Open Houses or on LetsTalkRichmond (which may be accessed on a mobile device while at the events or online at home). LetsTalkRichmond business cards will be available to people who want to complete the Feedback Form online at home.
- **Online:** Public Display information and the Feedback Form will be available online at www.LetsTalkRichmond.ca from Tuesday, May 22, 2018 to midnight on Sunday, June 3, 2018.
- **Feedback Forms:** Interested parties will be able to complete a Feedback Form by:
 - Logging onto www.LetsTalkRichmond.ca; or
 - Attending an Open House and completing a paper copy.
- **Advertisements:** Advertising is proposed to include:
 - Print ads in the Richmond News and Richmond Sentinel newspapers;
 - Richmond’s Facebook page and Twitter account; and
 - A news release issued to local media and posted on the City’s website.

- **Direct Mail-Outs:** Information will be sent to tenants and owners of properties located within 100 m (328 ft.) of the subject site to notify them of the Public Display, Open Houses, and feedback opportunities.
- 3) **Advisory Design Panel:** The “Richmond Centre South Development Plan” was presented to the Advisory Design Panel on March 7, 2018. The Panel voted unanimously in support of the application and commended the applicant on the Plan’s features (e.g., affordable, family-friendly, and accessible housing, smaller blocks, underground parking, and a more vibrant public realm). Design development is encouraged with respect to detailed public realm design, sun/shade, and architectural expression. (Attachment 5)
- 4) **Other Stakeholders:** The subject OCP Amendment Application has been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043 and found to not require further consultation.
 - **Richmond School District:** According to OCP Bylaw Preparation Consultation Policy 5043, adopted by Council and agreed to by the School District, OCP amendment applications must be referred to the School District if they have the potential to generate 50 or more additional school-aged children (i.e. equivalent to 295 or more additional multiple-family housing units) over and above the existing OCP. As the subject application does not propose any increase in permitted residential units, it is not required to be referred to the School District. The application will be provided to the School District as a courtesy.
 - **TransLink:** No referral is necessary because the subject OCP amendment application does not:
 - a) Include streets identified as part of TransLink’s Major Road Network (MRN);
 - b) Trigger TransLink’s Adjacent and Integrated Development (AID) requirements with respect to the Canada Line; or
 - c) Involve significant road network changes.

The application and related Transportation Impact Study prepared by the applicant will be provided to TransLink as a courtesy.

Financial Impact or Economic Impact

There is no financial impact associated with the proposed staff-managed / applicant-led public consultation process regarding the “Richmond Centre South Development Plan”.

Conclusion

GBL Architects has applied to the City of Richmond to amend the Official Community Plan (OCP), Schedule 2.10 (City Centre Area Plan), at 6551 No. 3 Road to permit a 2-phase redevelopment of the south end of the Richmond Centre shopping centre with approximately 2,000 dwellings, new public streets and outdoor spaces, two levels of underground parking, and 40,900 m² (440,000 ft²) of new retail space, the latter of which represents a net retail increase of approximately 9,290 m² (100,000 ft²). Rezoning is not required. However, the “Richmond Centre South Development Plan” includes new streets, public spaces, and building features that are not identified in the City Centre Area Plan (CCAP). To rectify this situation, the developer was required to make an application to amend the CCAP. Through the CCAP amendment review

process, staff are working with the developer to address community objectives, including ones that may not be readily achievable through a stand-alone Development Permit application process. To ensure that the public has adequate opportunity to be informed about the proposed development and possible changes to the CCAP, staff recommend an applicant-led public consultation process (overseen by staff).



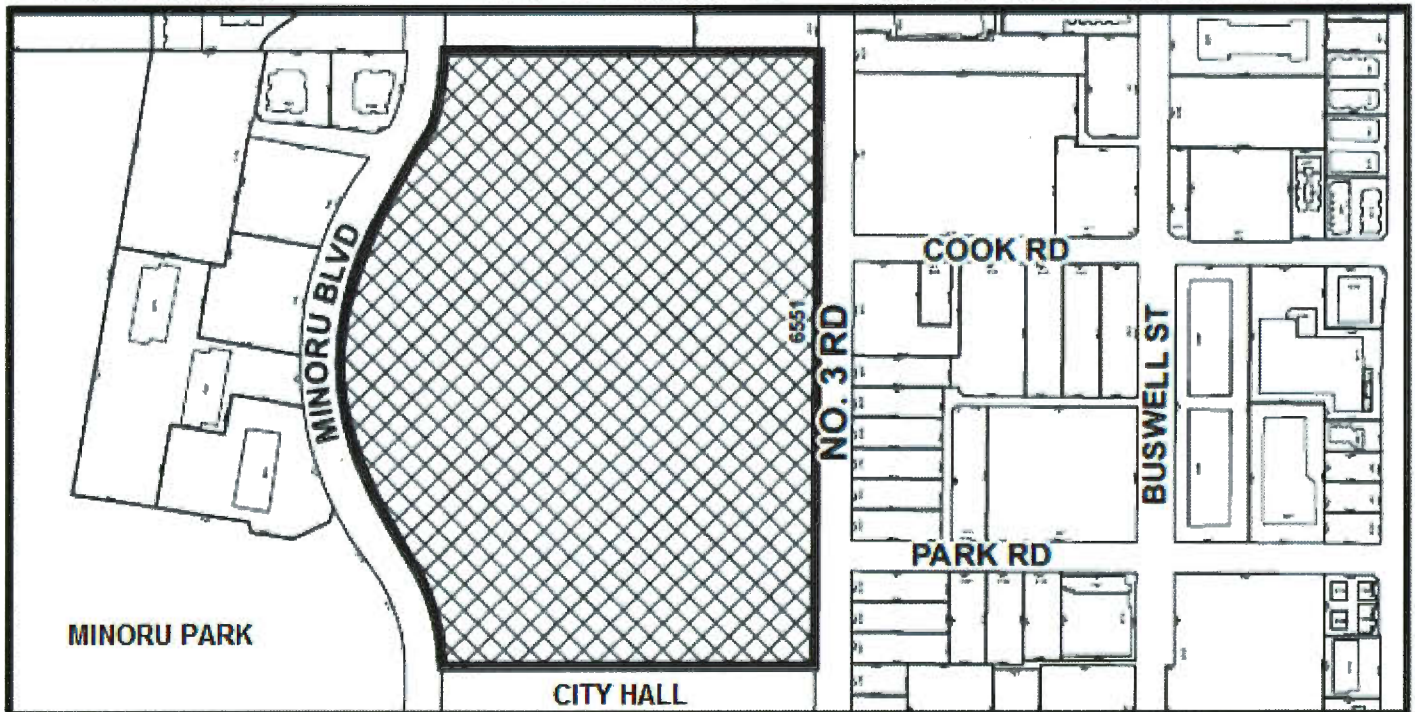
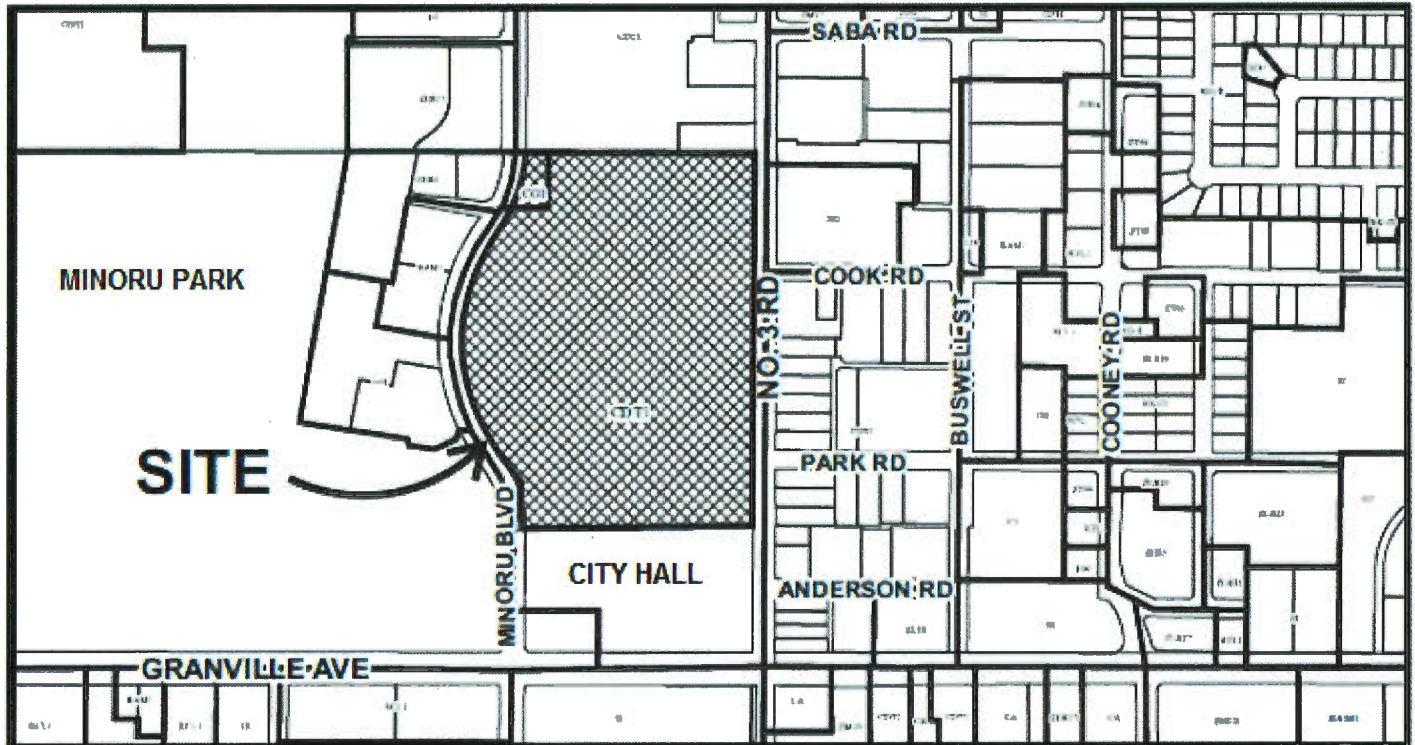
Suzanne Carter-Huffman
Senior Planner / Urban Design

SPC:sch

Attachments:

1. Location Map
2. Site Location & Proposed Phasing Boundaries
3. City Centre Area Plan – Specific Land Use Map: Brighthouse Village (2031)
4. “Richmond Centre South Development Plan” Overview
5. Excerpt of the Advisory Design Panel (ADP) Meeting Minutes Held on March 7, 2018

Attachment 1
Location Map



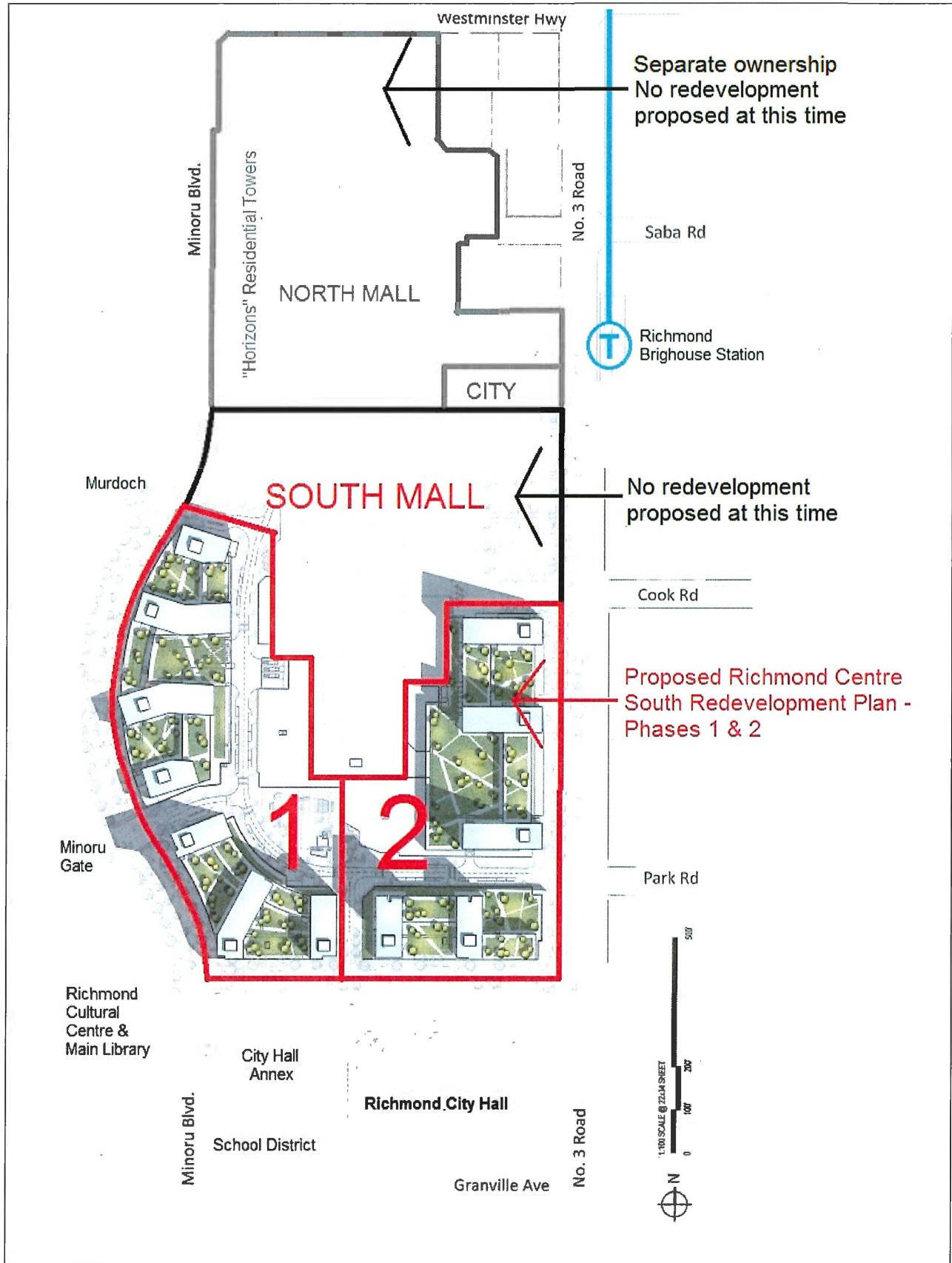
CP 16-752923

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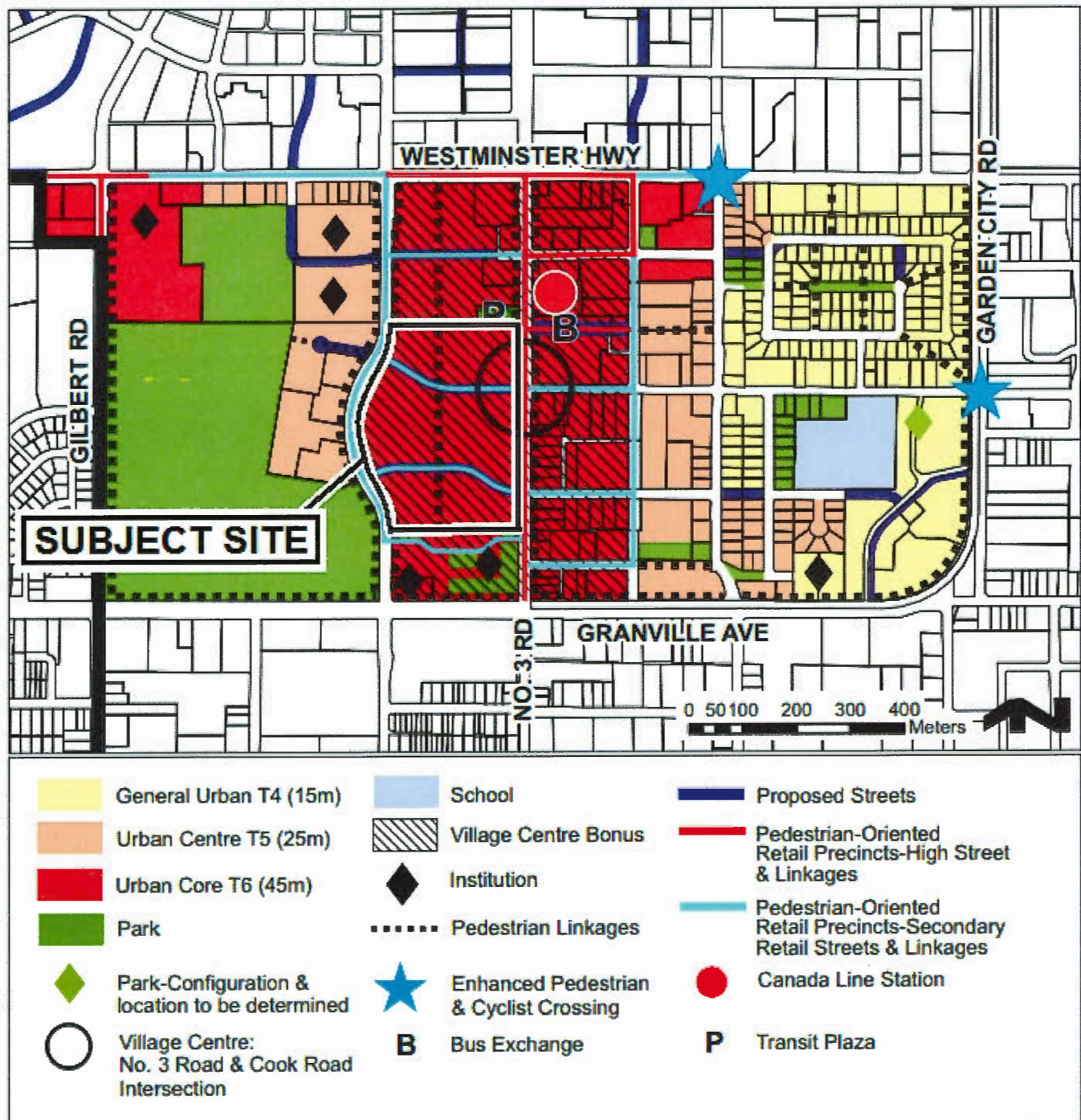
Revision Date:

Note: Dimensions are in METRES

Attachment 2
Site Location & Proposed Phasing Boundaries



Specific Land Use Map: Brighthouse Village (2031)

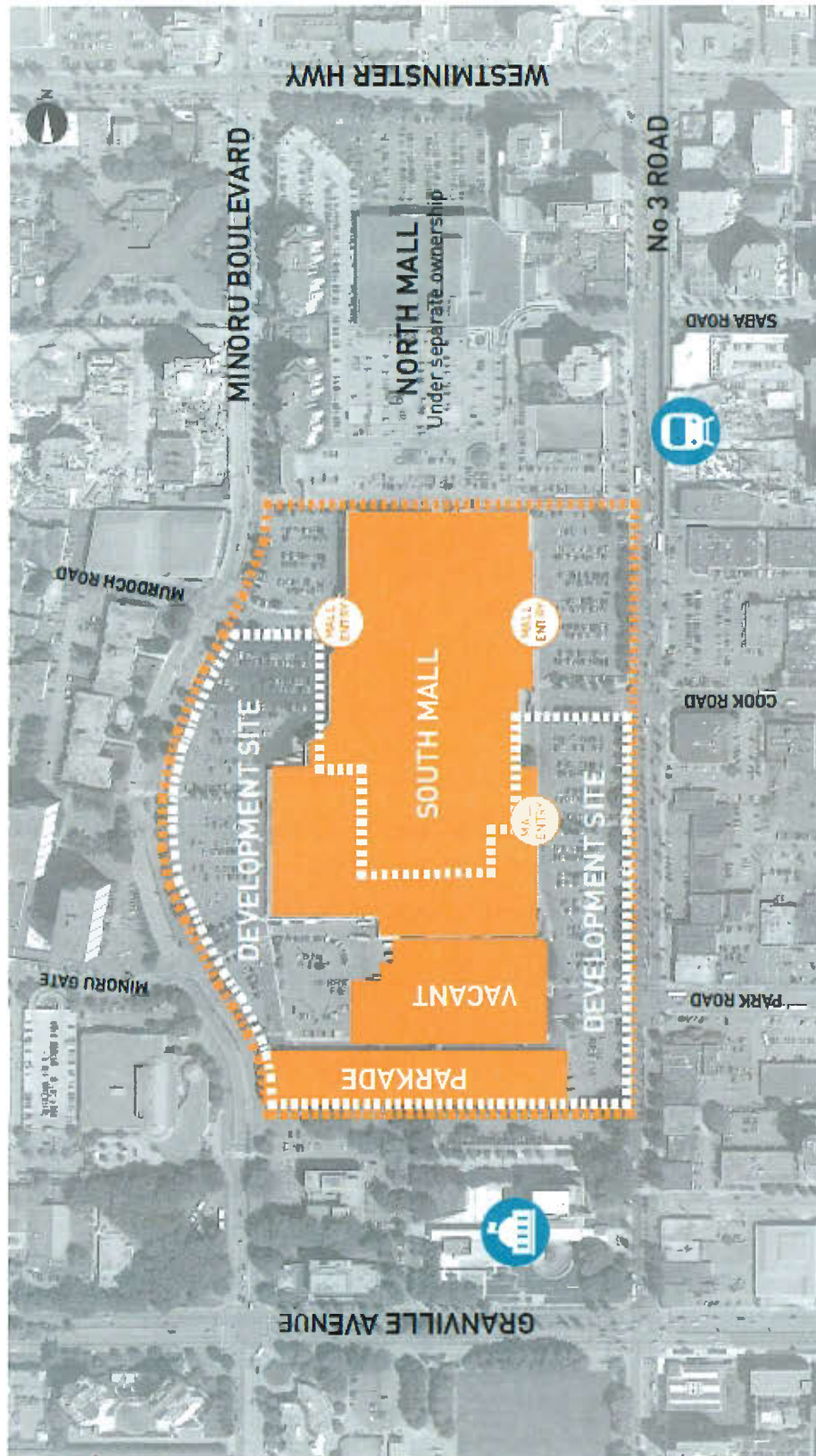


Richmond Centre



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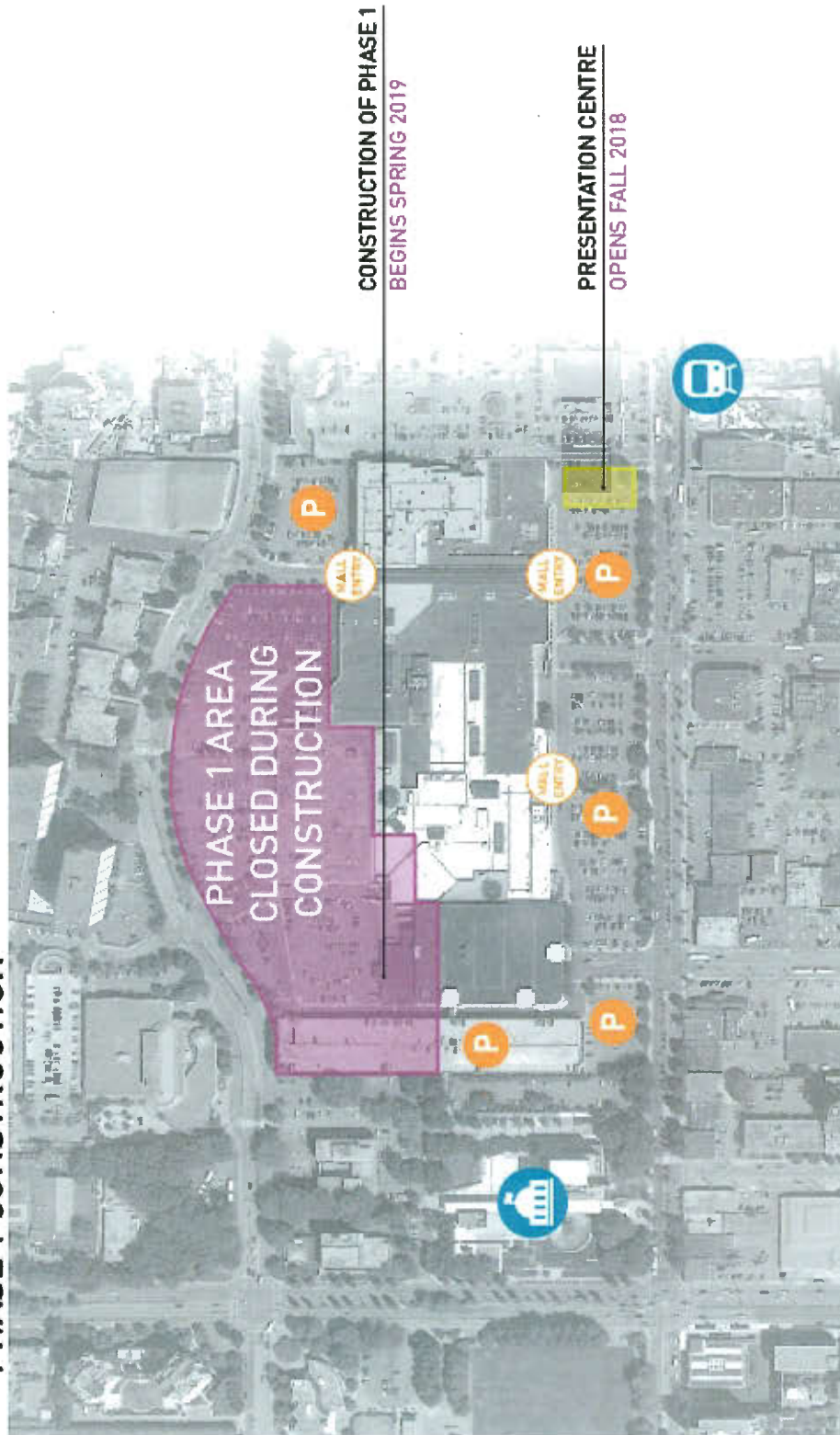
RICHMOND CENTRE SOUTH: PROPOSED DEVELOPMENT SITE



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CONTINUE TO SERVE THE COMMUNITY DURING CONSTRUCTION

PHASE 1 CONSTRUCTION



CONTINUE TO SERVE THE COMMUNITY DURING CONSTRUCTION

PHASE 2 CONSTRUCTION



REZONING IS **NOT** REQUIRED

TODAY

CITY CENTRE AREA PLAN (CCAP)



4.0 FAR

EXISTING CDT1 ZONE



3.0 FAR

PROPOSED DEVELOPMENT



2.1 FAR

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#1: More Connected Street Network

TODAY



The CCAP aims to reduce the traffic barrier posed by the existing mall with the westward extension of Park Road.

PROPOSED CHANGE

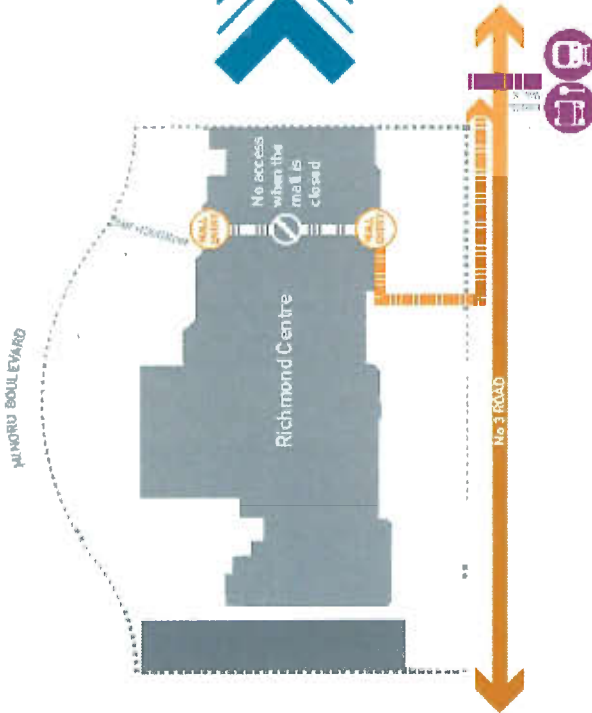


The Richmond Centre South Development Plan proposes to create a more walkable neighbourhood and provide easier pedestrian, bike, and vehicle access to street-fronting shops and apartment buildings by providing smaller city blocks and establishing a connected network of local streets and off-street bike paths.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

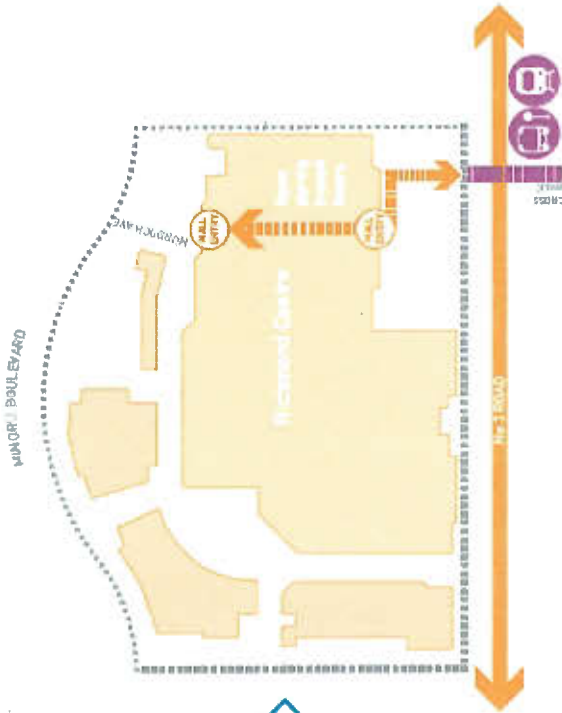
#2: Better Transit Access

TODAY



Pedestrian access to/from Brighthouse Station can be inconvenient when the mall is closed and the No. 3 Road crosswalk near the station is congested.

PROPOSED CHANGE



The Richmond Centre South Development Plan proposes to improve public access to/from buses and the Canada Line by keeping the Galleria open during transit hours, installing rain protection between the Galleria and No. 3 Road, upgrading the No. 3 Road crosswalk, and widening the No. 3 Road sidewalk along the entire frontage of the mall.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#3: Friendlier Streets for Pedestrians & Cyclists

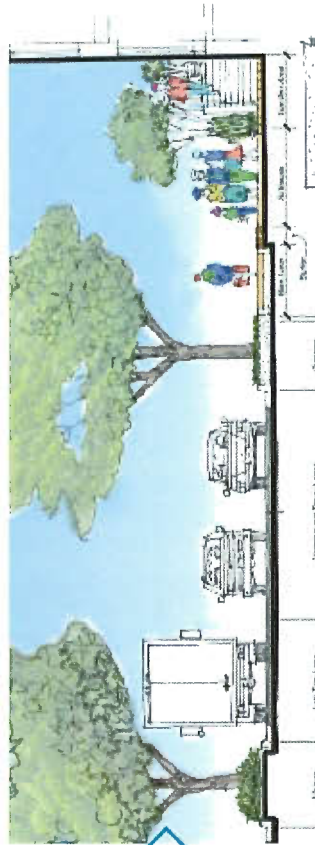
TODAY



Minoru Blvd - Existing condition



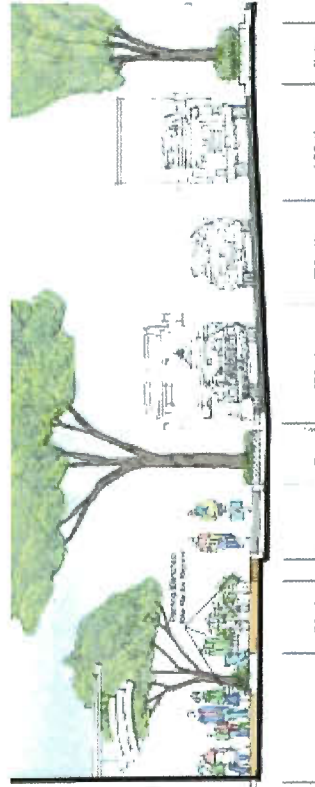
PROPOSED CHANGE



Minoru Blvd - Future



No 3 Road - Existing condition



No 3 Road - Future

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#3: Friendlier Streets for Pedestrians & Cyclists

TODAY



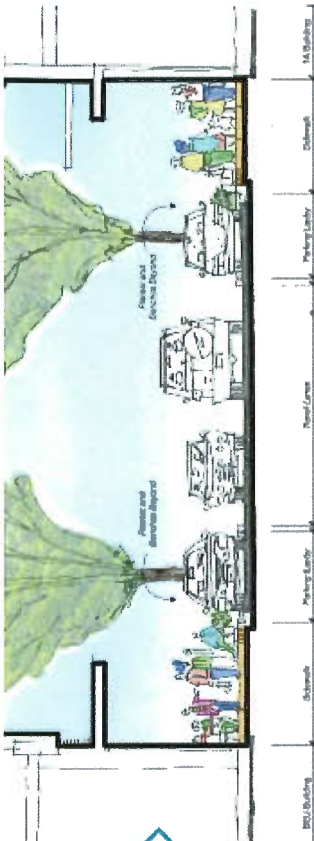
Park Road - Existing condition



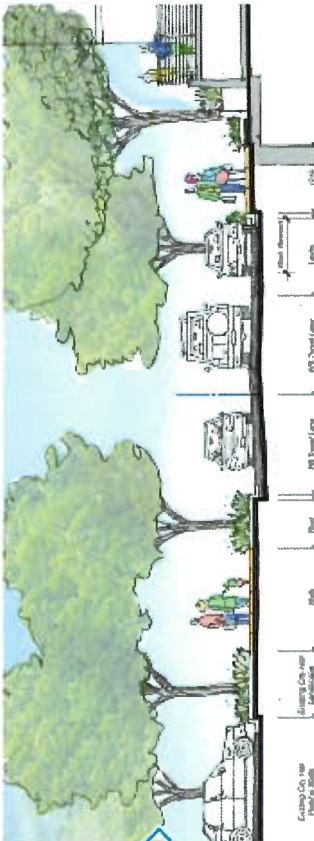
City Hall Street - Existing condition

In the City Centre, sidewalks & boulevards occupy only about 40% of a typical local street and even less of a major street, like No. 3 Rd or Minoru Blvd.

PROPOSED CHANGE



Park Road - Future



New City Hall Street - Future

The Richmond Centre South Development Plan aims to create more pedestrian and bike-friendly streets by providing wider sidewalks, off-street bike paths, special landscape features, lighting, and seating.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#4: More Connected Parking Strategy

TODAY



- P Parking
- Richmond Library & Cultural Centre
- Richmond Brighthouse Station
- Richmond City Hall

Unattractive parking lots ring the mall and are a barrier to pedestrians and cyclists, unpleasant in bad weather, and, at times, inconvenient.

PROPOSED CHANGE



- P Main Underground Parking Entry
- Richmond Library & Cultural Centre
- Richmond City Hall
- Richmond Brighthouse Station
- New Park Plaza and Mobility Hub

The Richmond Centre South Development Plan proposes to improve on the current situation with a 2-level underground parking structure with direct vehicle access to No. 3 Road and Minoru Boulevard and "mobility hubs" designed to provide easy access for shoppers and the general public between the mall and parking, car-share vehicles, electric vehicle (EV) charging stations, and secure bike storage.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#5: New Outdoor Shopping Precinct

TODAY



The mall is inwardly focused and contributes little to the amenity of the downtown.

PROPOSED CHANGE



The Richmond Centre South Development Plan proposes to create a more connected, walkable, and attractive indoor/outdoor shopping area characterized by pedestrian-scaled streets lined with shops, small plazas, continuous weather protection, street furnishings, public art, and special architectural and landscape features.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#6: New Outdoor Public Space

TODAY



PROPOSED CHANGE



The mall provides no outdoor public space.

The Richmond Centre South Development Plan proposes to enhance the proposed shopping precinct with a new public plaza, roughly 0.5 acres or twice the size of Lang Park, for relaxation, public gathering, and seasonal events and activities.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

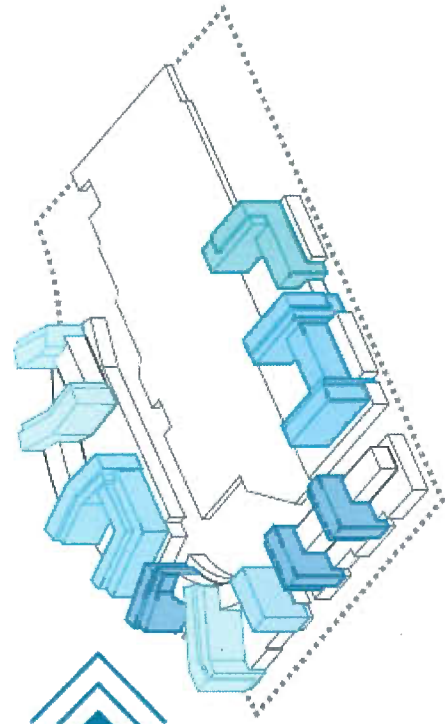
#7: New Architectural Character

TODAY



High-rise area surrounding the mall can largely be characterized as a collection of single- or two-tower developments with varied, individual identities.

PROPOSED CHANGE



The Richmond Centre South Development Plan proposes a cohesive neighbourhood identity characterized by a series of slim, U-shaped towers that fan out along the edges of the mall property like spokes on a wheel to frame the proposed public plaza and shopping street, allow sunlight and views through to public and private spaces, and create sunny rooftop courtyards for residents.

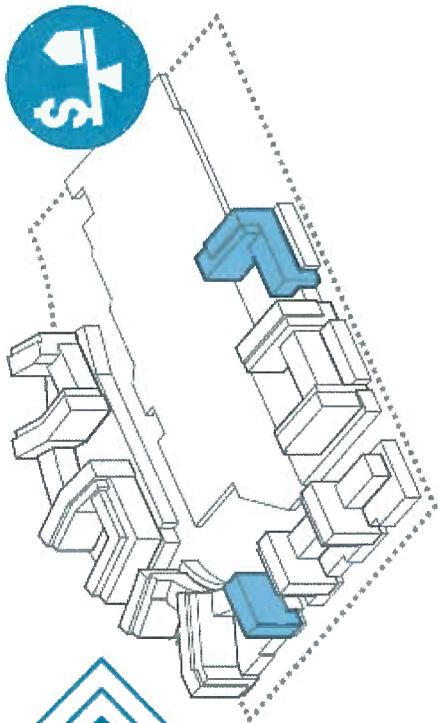
PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#8: New Affordable Housing

TODAY



PROPOSED CHANGE



The mall and nearby pre-zoned sites that do not require a change to their existing zoning are not obligated to provide affordable housing.

The Richmond Centre South Development Plan proposes approximately 150 dwellings for low-income, workforce households (e.g., retail sales employees, teachers, nurses, etc.) in 2 purpose-built rental buildings suitable for operation by non-profit housing providers.

PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#9: Housing for a Diverse Downtown Community

TODAY



- The Oval
- Richmond Library & Cultural Centre
- Richmond City Hall
- Minoru Aquatic Centre
- Richmond Brighouse Station
- School
- Minoru Park
- CF Richmond Centre

There is a growing need for new housing near transit, schools, and services that is designed to meet the needs of families with children, seniors, and people with disabilities.

PROPOSED CHANGE



50% FAMILY FRIENDLY DWELLINGS



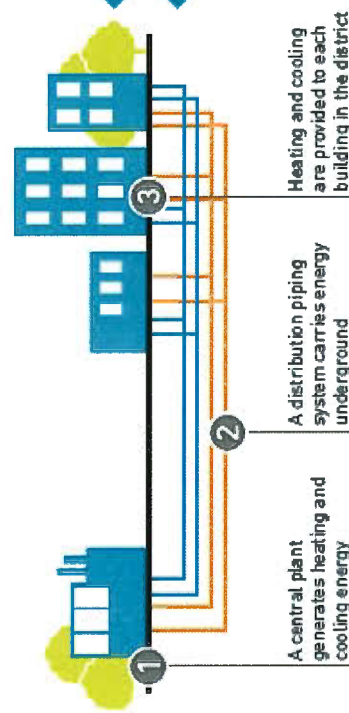
25% BUH UNITS

The Richmond Centre South Development Plan proposes that roughly 50% of dwellings will be family-friendly, 2- or 3-bedroom units and at least 25% of dwellings will meet Richmond's Basic Universal Housing standards (making them suitable for people with wheelchairs and mobility challenges).

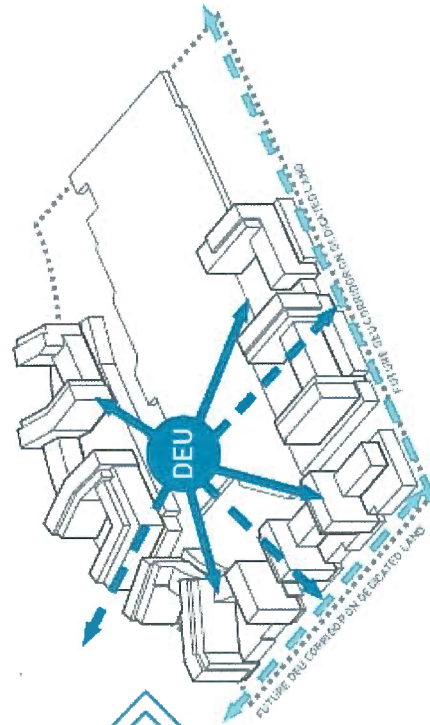
PROPOSED CITY CENTRE AREA PLAN CHANGES: 10 OBJECTIVES

#10: Improved Energy Efficiency

TODAY



PROPOSED CHANGE



New downtown buildings, including buildings proposed by the mall, must be able to hook up to a future City of Richmond District Energy Utility (DEU) for heating and cooling.

The Richmond Centre South Development Plan proposes to fast-track the City's DEU plans by constructing a DEU plant on the mall property to heat/cool the proposed development and connect to a future City system.

EVOLVE WITH THE GROWING RICHMOND COMMUNITY
 TARGETED CONSTRUCTION COMPLETION **LATE 2026**



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Excerpt of the Advisory Design Panel (ADP) Meeting Minutes Held on March 7, 2018

1. CP 16-752923 - OCP AMENDMENT TO PERMIT MIXED USE REDEVELOPMENT OF THE SOUTH PART OF RICHMOND CENTRE SHOPPING CENTRE

ARCHITECT: GBL Architects

PROPERTY LOCATION: 6551 No. 3 Road

Applicant's Presentation

Joey Stevens, GBL Architects, David Chamness, Callison RTKL, and Kris Snider, Hewitt Landscape, presented the project and answered queries from the Panel.

Panel Discussion

Comments from Panel members were as follows:

- appreciate the applicant's intention to incorporate public art into the project; applicant needs to pay attention to the future location of public art and how it facilitates the pedestrian aspect of the project, e.g. wayfinding and differentiation between public versus private realms;
- No. 3 Road is the main public road in Richmond; consider locating public art at the Park Road entrance along No. 3 Road or widening up the area of the pedestrian space to emphasize the publicness of this important corner;
- appreciate the different textures of paving on each block in the proposed development;
- the project will improve the current street network connection; however, controlling the speed of vehicles in the proposed internal streets is a concern; consider installing clearly marked crosswalks in busy areas to enhance pedestrian safety;
- opening of the mall Galleria during transit hours will significantly improve public access to transit;
- applicant should address and not underestimate wayfinding concerns in the underground parkade as it is more challenging to navigate in the parkade than on the ground;
- not supportive of the outdoor sidewalks for the proposed outdoor shopping precinct as it may not provide adequate weather protection for pedestrians during the rainy season;
- appreciate the provision for a public plaza; however, it may not be adequate to serve the needs of the proposed development;
- east-west orientation of some proposed buildings will not provide protection from the cold west winds for pedestrians walking in the vicinity of these buildings;
- appreciate the proposed location of affordable housing units;
- proposed diverse mix of dwellings is well thought out and meets the needs of families with children, seniors and people with mobility challenges;

- the applicant is encouraged to look into the thermo-energy demand of the proposed building forms in order to meet the energy-efficiency requirements of the BC Energy Step Code (as Step Code requirements may make it necessary to reconsider the proposed residential built form concept);
- significant size of the proposed development requires a District Energy Utility (DEU) plant; however, the applicant is advised that advance planning is needed in terms of the plant's location, serviceability, gas connections, location of cooling towers, and other important considerations;
- review proposed floor to floor height of the underground parking levels as it appears too low to accommodate necessary services for the buildings; also ensure adequate provision for space for service corridor considering that a DEU system is proposed for the project;
- required service connections for the size of the project would be massive; two service connections will not be adequate; water stagnation may also pose a challenge due to the magnitude of required services for the proposed towers;
- appreciate the comprehensive package provided by the applicant; however, a sustainability section could have been included in the package considering the size of the project;
- commend the applicant for the package provided to the Panel;
- proposed project has many positives, e.g., replacing the expansive surface parking lots with high-rise towers and amenity roof gardens;
- building lay-out is good in terms of solar aspect; outdoor amenity spaces are well done and usable to residents;
- larger scale plans would be useful for the public presentation of the project; families would be interested to see the project's site context in terms of its location relative to transit, schools, parks and other community amenities;
- proposed towers on the subject site will overlook the north portion of Richmond Centre; consider introducing green treatment to the existing roof;
- appreciate the permeability of the connected street network; hope that the richness of the design and materials of the proposed development will not be lost through the detailing; appreciate the open mall strategy; hope that the applicant will devote necessary resources for public spaces and public interface;
- appreciate the applicant's presentation of the project which is located in an important and central part of Richmond;
- a larger context plan would be helpful for the project's public presentation; statistical data included in the applicant's submission regarding visitors coming to Richmond Centre Mall are useful for designing the project;
- Minoru Park is a major regional destination for people coming from Brighthouse Canada Line station through Richmond Centre; the applicant is advised to acknowledge more the Park destination and give more attention to wayfinding from the northeast surface parking lot to Minoru Park through the Galleria;

- hope that the City's Parks Department will respond to the proposed development through programming Minoru Park in order to serve the broader needs of visitors/users in addition to current active sports uses;
- appreciate the proposed weather protected connection from No. 3 Road to the Galleria; ensure that the canopies along the building face are generous and consider making the weather-protected walkway through the parking lot more ample, e.g., widening it if possible to five meters to provide a more public feel to it;
- appreciate the provision for bicycle parking in the project as there is huge demand for it; will complement bicycle parking at Brighthouse Canada Line station; also appreciate the proposed off-street bicycle paths along No. 3 Road and Minoru Boulevard;
- appreciate the proposed on-site at grade planting and proposed structures to support large trees;
- the applicant is encouraged to install as much as possible a continuous row of street trees along the internal streets especially at the Park Plaza area;
- notice that there are no sight lines to the proposed Park Plaza from public streets, e.g. from the new City Hall street, Minoru Gate and No. 3 Road; applicant is advised not to oversell the Park Plaza as a public space if it is intended to be a commercial space rather than a public/civic space;
- shadow diagrams could have been helpful in determining the extent of park area that will be in shade; concerned that the southwest edge of the park will be in shade for a significant period; applicant could consider locating the gathering space on the northeast side of the plaza where there would be more sun exposure;
- notice that the proposed affordable housing units are segregated in individual buildings/blocks; consider distributing the affordable housing units in different places throughout the residential component of the project to make them less conspicuous;
- agree with comment from the Panel for the applicant to introduce roof planting on the north portion of Richmond Centre; applicant may also consider the alternative of hiring a graphic designer to introduce design/colour on the roof to make it more visually appealing for residents of adjacent high-rise towers on the south side;
- appreciate the applicant having a public art consultant on board for the project; a public art plan is more critical at this stage of the project rather than identifying public art location as all other public art decisions will flow from the public art plan;
- suggest that the applicant clarify the presentation board for public consultation Question 1 (i.e., More Connected Street Network) and break out vehicular, bicycle and pedestrian movements along the proposed network of internal streets;
- consider asking neutral as opposed to leading questions for public consultation;

- for public consultation Question 3 (i.e., Friendlier Streets for Pedestrian and Cyclists), the applicant needs to correct the image and section drawing for new City Hall Street as the photograph is looking east while the section drawing is looking west;
- commend the applicant's presentation of the project which will transform an existing development with vast expanse of surface parking to a pedestrian-friendly community;
- proposed street connections for vehicular and pedestrian circulation are logical from an urban design point of view;
- scale of the main and connecting streets are pedestrian-friendly;
- appreciate the proposed Park Plaza; support the proposal to externalize the shopping experience which is becoming the norm in North America;
- selection of retailers in terms of type and scale is crucial for the proposed development; activating the second floor is important for animating the whole street;
- the northeast corner of the subject development is not well resolved; has the potential to become a gateway into the site from Brighthouse Canada Line station; consider creating a mini plaza to focus attention to this corner and connect to the Galleria; also consider creating a mini plaza at the northwest corner of the site and connect the two mini-plazas through the Galleria to create a loop rather than a destination to the main plaza;
- incorporate images of precedents for the proposed Park Plaza in the presentation board for public display/consultation to help the public visualize the design of the future plaza and its public amenities; also incorporate the connection of the two mini-plazas with the main plaza (i.e, showing a loop) and their connection to transit and other public amenities;
- the proposed Park Plaza lacks visual connection from external public streets; consider shifting the location of the plaza to provide visual connection to the corner of the plaza from City Hall through the north-south connector road (connecting the new City Hall Street to Park Road extension) to encourage more pedestrian traffic from City Hall to the plaza and making it more of a public than a mainly commercial space;
- support the proposed underground parking considering the challenges associated with such proposal in Richmond; the approach is in the right direction towards Richmond becoming a more sustainable city;
- commend the design team and the developer for a significant and well thought out project;
- appreciate the provision for affordable housing in the proposed development; also appreciate the applicant working within the existing City Centre Area Plan (CCAP) guidelines in terms of density and height of towers;

- support Panel comments for the applicant to address the overlook from the proposed high-rise towers onto the north portion of Richmond Centre; consider introducing appropriate architectural and landscaping treatments to the roof of the existing north portion of Richmond Centre;
- appreciate the applicant addressing the pedestrian movement to transit through the Galleria;
- package provided by the applicant lacks details regarding the public realm; significant amount of work and details still needs to be done (e.g., in terms of public realm details, loading, and architectural design) which the Panel would look forward to see when the applicant comes back to the Panel;
- consider larger and more detailed plans for public presentation/consultation for the project and also for future presentation to the Panel;
- recommend a small portion of parking should be used for park-and-ride;
- applicant is advised to give attention to the interface between City Hall and the proposed development; review the proposed location of the loading area and other things happening at the southern edge of the development;
- suggest that the applicant provide more presentation boards and details for the public consultation; agree with Panel comment that vehicular, bicycle and pedestrian circulation on the site should be demonstrated more graphically; applicant is also advised to provide more presentation boards for the public realm; also integrate architectural and landscaping precedents; and
- applicant and City staff are advised to consider installing an iconic art piece at the northeast corner of the site similar to the one at Brentwood Town Centre considering the huge number of people coming into the site from Brighthouse Canada Line station.

Panel Decision

It was moved and seconded

That CP 16-752923 be supported to move forward to the Planning Committee subject to the applicant giving consideration to the comments of the Panel.

CARRIED



To: Planning Committee
From: Wayne Craig
Director, Development
Date: March 27, 2018
File: AG 14-668409
Re: **Release of Agricultural Land Commission Decision – Agricultural Land Reserve Non-Farm Use Application at 18791 Westminster Highway (AG 14-668409; Applicant – Nanaksar Gurdwara Gursikh)**

Origin and Background

This memo informs Council of a release of decision from the Agricultural Land Commission (ALC) South Coast Panel regarding the Agricultural Land Reserve (ALR) non-farm use application at 18791 Westminster Highway. The intent of the subject ALR application is to use the southern 2 ha. (5 acre) portion of 18791 Westminster Highway for temple special event and overflow parking in addition to the areas use as an agricultural parking and staging area that supports existing farming activities on the remaining portions of the site to the north. For references purposes, see Attachment 1 for a location map and Attachment 2 for the March 2018 ALC decision.

The following provides a brief summary of the previous Council and ALC consideration of this application at 18791 Westminster Highway:

- January 26, 2015 – Council endorsed the ALR application at 18791 Westminster Highway and forwarded it to the ALC for their review and consideration (note: the ALR application at 18791 Westminster Highway was considered concurrently with the rezoning application by the same applicant at 18691 Westminster Highway; RZ 02-208277 to allow for the expansion of the existing temple complex.
- June 19, 2017 – Release of ALC decision for 18791 Westminster Highway identified a number of ALC conditions that the applicant noted would limit the ability to expand the temple through a rezoning application granted 3rd Reading on February 16, 2015 at 18691 Westminster Highway. As a result, the applicant submitted a request to the ALC to reconsider their decision with supporting materials on September 18, 2017. The ALC allowed the request to reconsider the application to proceed based on the additional information put forward by the applicant.

ALC Decision and Analysis

The ALC approved the ALR application requesting to allow the south portion of 18791 Westminster Highway to be used for temple overflow and special event parking, subject to the following conditions summarized below:

- Confirmation of consolidation of 18691 and 18791 Westminster Highway into one lot.

- Construction of a fence and vegetative buffer for the purposes of delineating the overflow/special event parking lot from the agricultural areas.
- Registration of a legal agreement on the consolidated lot to restrict further development of buildings and structures on the existing farm areas to the north of the temple and overflow parking areas.
- Temple ornamental/meditation gardens situated between the overflow parking area and existing farm activities must be maintained or converted to agricultural production and cannot be used for any other non-farm uses.
- Required parking areas to support the existing and proposed expanded temple and overflow parking must consist of permeable materials (i.e., gravel).

Staff have reviewed the above ALC conditions in conjunction with the rezoning considerations for 18691 Westminster Highway and determined that they are consistent with one another. Staff note that as per the *Agricultural Land Commission Act* and noted in the ALC decision cover letter, the Chair of the ALC can require reconsideration of the application by the Executive Committee (comprising the ALC Chair and Chairs of all Regional Panels) within 60 days from the release ALC decision on this application, which should be taken into account when completing the noted conditions.

Conclusion

The ALC release of decision for the ALR non-farm use application to use the south 2 ha (5 acre) portion of 18791 Westminster Highway for temple overflow and special event parking has been approved. Staff are liaising with the applicant and ALC on moving forward to fulfill the ALC conditions. With the exception of the applicant completing upon the identified ALC conditions, there are no further development applications required for 18791 Westminster Highway. Work to fulfill the rezoning considerations at 18691 Westminster Highway (RZ 02-208277) will continue and will be advanced to Council for final adoption of the zoning amendment bylaw once all items have been completed.

Please contact me directly should you have any questions (604-247-4625).


Wayne Craig
Director, Development

WC:ke

pc: Joe Erceg, MCIP, General Manager, Planning and Development
Barry Konkin, Manager, Policy Planning
Kevin Eng, Planner 2



City of
Richmond



18691 &
18791 Westminster Hwy

Original Date: 01/22/15

Revision Date

Note: Dimensions are in METRES

CNCL - 306
PLN - 150



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

March 12, 2018

Reply to the attention of: Shawna Wilson
ALC File: 54024

Harp S. Hoonjan and Jinder S. Berar
DELIVERED ELECTRONICALLY

Dear Mr. Hoonjan and Mr. Berar:

**Re: Reconsideration of Application 54024 to conduct a non-farm use in the
Agricultural Land Reserve**

Please find attached the Reasons for Decision of the South Coast Panel for the above noted application (Resolution #80/2018). As agent, it is your responsibility to notify the applicant accordingly.

Review of Decisions by the Chair

Under section 33.1 of the *Agricultural Land Commission Act* (ALCA), the Chair of the Agricultural Land Commission (the Commission) has 60 days to review this decision and determine if it should be reconsidered by the Executive Committee in accordance with the ALCA. You will be notified in writing if the Chair directs the reconsideration of this decision. The Commission therefore advises that you consider this 60 day review period prior to acting upon this decision.

Request for Reconsideration of a Decision

Under section 33(1) of the ALCA, a person affected by a decision (e.g. the applicant) may submit a request for reconsideration. The request must be received within one (1) year from the date of the release of the original decision. For more information, refer to *ALC Policy P-08: Request for Reconsideration* available on the Commission website.

Please direct further correspondence with respect to this application to Shawna Wilson at (Shawna.Mary.Wilson@gov.bc.ca).

Yours truly,

Shawna Wilson, Land Use Planner

Enclosures: Reasons for Decision (Resolution #80/2018)
Schedule A: Decision Map
Schedule B: Sketch Plan

cc: City of Richmond (File: AG 14-668409)



AGRICULTURAL LAND COMMISSION FILE 54024
RECONSIDERATION OF PANEL DECISION
REASONS FOR DECISION OF THE SOUTH COAST PANEL

Non-Farm Use application submitted under s. 20(3) of the *Agricultural Land Commission Act*

Request for Reconsideration submitted pursuant to s. 33 of the *Agricultural Land Commission Act*

Applicant: Nanaksar Gurdwara Gursikh Temple Society

Agent: Harp S. Hoonjan & Jinder S. Berar

Property: Parcel Identifier: 003-682-871
Legal Description: Parcel "B" (Reference Plan 1415) of the South Half Section 6, Block 4, North Range 4 West, New Westminster District, Except: Part on Statutory Right of Way Plan NWP88278 and Plan EPP8964
Civic: 18791 Westminster Highway, Richmond, BC
Area: 5.3 ha

Panel: William Zylmans, South Coast Panel Chair
Ione Smith
Satwinder Bains



OVERVIEW

[1] The Property is located within the Agricultural Land Reserve (ALR) as defined in s. 1 of the *Agricultural Land Commission Act* (ALCA). The Property is located within Zone 1 as defined in s. 4.2 of the ALCA.

[2] Pursuant to s. 20(3) of the ALCA, the Applicant applied to the Agricultural Land Commission (the "Commission") to operate a 290- stall overflow gravel parking lot on 1.3 ha of the Property to support the Nanaksar Gurdwara Gursikh Temple (the "Temple") located on the adjacent parcel (the "Proposal").

[3] By Resolution #170/2017, dated June 19, 2017, the Panel approved the Proposal (the "Original Decision") subject to conditions.

[4] On September 18, 2017, the Commission received the Applicant's Request for Reconsideration of condition "a" of Resolution #170/2017. Condition "a" requires that:

a. the area identified as "reclamation area" on the attached Sketch Plan 2 must be reclaimed to an agricultural capability equal to or better than Class 3 without the introduction of limitations (e.g. P- stones or dense soils such as clay). Reclamation must be to the satisfaction of the Commission.

[5] The Request for Reconsideration submits that the reclamation area is integral to a City of Richmond application for the Temple addition and parking area approved by the Commission in 2001 to be rezoned to 'Public Assembly' that has received third reading and that both the reclamation area and the Proposal area were disturbed by sewer and construction works.

[6] As per Commission Resolution #029N/2014, requests for reconsideration are directed to the Executive Committee of the Commission to determine if the submission meets the criteria under s. 33(1) and that the submission demonstrates:

(a) evidence not available at the time of the original decision has become available,

- (b) all or part of the original decision was based on evidence that was in error or was false, or
 - (c) a recommendation by a facilitator under section 13 relating to a dispute warrants a reconsideration of the original decision.
- [7] In this case, the Executive Committee found that the Request for Reconsideration contains evidence that was not available at the time of the Original Decision and the information would have been germane to the review of the Application by the Panel.
- [8] Pursuant to s. 33(2) of the ALCA, the Executive Committee identified the City of Richmond as an affected party. The Executive Committee notified the affected party of the decision to reconsider the Original Decision.
- [9] In accordance with s. 11.1(3) of the ALCA, the Chair of the Commission referred the *Request for Reconsideration* of the Original Decision to the Panel.

BACKGROUND

- [10] In 2001, the Commission approved Application 33860 made by the Applicant to expand the Temple and its sewer connection, and to construct additional parking on an adjacent parcel to the west (PID 023-751-878, the "Adjacent Parcel"). The approval was recorded as Resolution #402/2001 and was subject to the consolidation of the Adjacent Parcel and the Property into a single parcel, and the conversion of the Temple ornamental gardens into blueberry production. In October 2001, a request to reconsider Resolution #402/2001 was received. The reconsideration request pertained to the conditions of approval; specifically, the requirement to convert the existing temple garden into blueberry production. The Commission noted that it had originally accepted the proposal to convert the ornamental gardens in order to provide a benefit to agriculture but had not felt strongly that this was necessary given the fact that the gardens could be converted to agricultural use in future if required. The Commission allowed the request under Resolution #669/2001 to amend the conditions previously set out under Resolution #402/2001, allowing the ornamental gardens to remain in place (subject to compliance with all other conditions set out in Resolution #402/2001).

[11] In 2010, the Commission received Application 51633, submitted by the BC Ministry of Transportation and Infrastructure to extend Nelson Road north from Westminster Highway and to connect with Highway 91 by way of an east-to-south off-ramp and a north-to-west on-ramp; the north-to-west on-ramp involved the construction of an overpass. The Commission approved the application by Resolution #2491/2010. The application resulted in the current size and configuration of the Property.

EVIDENTIARY RECORD

[12] The South Coast Panel considered the following evidence:

1. The Proposal along with related documentation from the Applicant, Agent, local government, and Commission, collectively referred to as the "Application";
2. The Original Decision;
3. The Request for Reconsideration dated September 18, 2017, received by the Commission on September 19, 2017.

SITE VISIT

[13] On January 15, 2018, the Panel conducted a walk-around site visit in accordance with the *Policy Regarding Site Visits in Applications* (the "Site Visit").

[14] A site visit report was prepared in accordance with the *Policy Regarding Site Visits in Applications*. The site visit report was certified as accurately reflecting the observations and discussions of the Site Visit by the Agent on March 1, 2018 (the "Site Visit Report").

EVIDENCE AND FINDINGS

CONDITION "a" OF RESOLUTION #170/2017

[15] The reclamation area described in condition "a" of Resolution #170/2017 encompasses the area approved for parking in 2001 by Resolution #402/2001 and



#669/2001 (the "Reclamation Area"). The Reclamation Area is located on the Adjacent Parcel, to the north of the Temple.

[16] The Application submits that the Applicant was required to fulfill numerous conditions set by the City of Richmond in association with a rezoning application pursued based on Resolution #402/2001 and #669/2001. One of the City of Richmond's conditions required the Applicant to remove the existing septic field and provide sanitary service with a municipal sewer system to the Temple and the Temple's addition. The Agent submits that as part of the process of removing the septic tank, the soil surrounding the septic tank had to be aired and turned over for several years in order to decontaminate the soils. The Agent further submits that the septic removal process was completed in the mid-2000s and the new sewer hookup completed in 2006/2007. The Applicant submits that fulfilling the City of Richmond's condition took several years and resulted in disturbance to land on the Property and the Adjacent Property.

[17] The Agent submits that the Reclamation Area is the same location of the former septic tank and that the area has not been farmed since the 1980s due to the presence of the septic tank. The Agent submits that fill has always been present in this area as a result of the septic tank and that there was limited topsoil present in this location. The Agent further submits that the limited topsoil that was present in the Reclamation Area was decontaminated and used in the agricultural area of the Properties. The Panel observed the Reclamation Area and the setting of the Reclamation Area in relation to the agricultural portion of the Adjacent Property during the Site Visit. The Panel finds that the Reclamation Area has been significantly disturbed due to the removal of the septic tank. In addition, the Panel finds that the Reclamation Area is alienated from the agricultural activity occurring on the Adjacent Property due to the disturbance caused by historical servicing development and current hydro infrastructure that is in place to support the Temple and the Temple addition. The Panel is therefore amenable to the retention of the Reclamation Area for parking.

[18] Resolution #402/2001 and #669/2001 still stand as is.

Ornamental Gardens

[19] Resolution #669/2001 approved the retention of the 2.05 ha ornamental garden in place of developing the area for agriculture. The Application submits that the former ornamental garden was removed in association with Ministry of Transportation and Infrastructure works approved by the Commission under Resolution #2491/2010. The Application submits that the ornamental garden is proposed for reinstatement on the west side of the existing agricultural building and is to be approximately 0.28 ha in size. The Panel is satisfied with the proposed reinstatement of a 0.28 ha ornamental garden on the west side of the agricultural building, as outlined in the attached Schedule B.

DECISION

- [20] For the reasons given above, the Panel approves the Proposal subject to the following conditions which replace the conditions of Resolution #170/2017:
- a. the consolidation of the Property and the Adjacent Parcel into one lot as per Resolution #402/2001;
 - b. the preparation of a survey plan to delineate the area to be consolidated in substantial compliance with the attached Schedule A;
 - c. the survey plan must show the location of the vegetative buffer and fence as required by condition "e" below;
 - d. the submission of one (1) electronic copy of the final survey plan to the Commission;
 - e. the construction of a vegetative buffer as described in Schedule A1: Buffer Types and the construction of a fence as described in Schedule D: Fencing Specifications of the 1998 Agricultural Land Commission document titled *Landscape Buffer Specifications* or an alternative form of vegetative buffer or fencing to the satisfaction of the Commission as per the attached Schedule B for the purpose of delineating the approved non-farm use areas from the agricultural areas;
 - f. the registration of a covenant for the purpose of prohibiting the construction of additional farm or non-farm buildings or structures on the agricultural areas identified on the attached Schedule A unless approved by way of a future application(s) to the Commission;



- g. conditions "a" through "f" must be completed within one (1) year from the date of release of this decision. Failure to meet this timeline will result in action by ALC Compliance and Enforcement and will require a new application to the Commission should you wish to continue with the non-farm use on the Property and the Adjacent Property;
- h. the ornamental gardens as shown on the attached Schedule B must be maintained or converted to agricultural production; conversion of the ornamental garden area into other non-farm uses including parking is not permitted; and
- i. the area approved for parking on the Adjacent Property and the 1.3 ha area approved for parking on the Property, as shown on Schedule B, are to be constructed and maintained with permeable materials (i.e. gravel).

[21] This decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

[22] These are the unanimous reasons of the Panel.

[23] A decision of the Panel is a decision of the Commission pursuant to s. 11.1(5) of the ALCA.

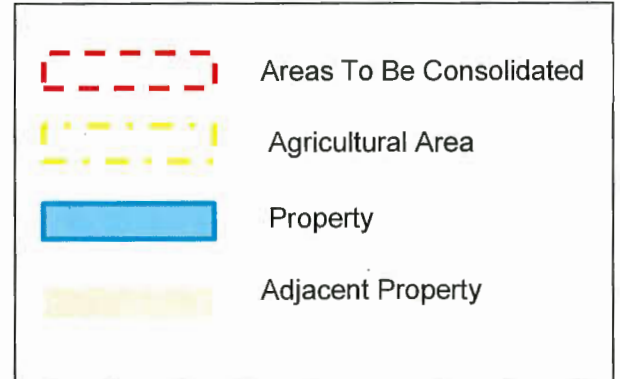
[24] Resolution #80/2018

Released on March 12, 2018

A handwritten signature in black ink, appearing to read "W. Zylmans", is written over a horizontal line.

William Zylmans, Panel Chair

On behalf of the South Coast Panel





Schedule B Agricultural Land Commission
ALC File 54024 (Nanaksar Gurdwara Gursikh Temple Society)
Conditionally Approved Non-Farm Use
ALC Resolution #80/2018

